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**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CREEKSIDE HEIGHTS
SUBDIVISION**

WFO7-100

PART A. PREAMBLE.

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the undersigned is the sole owners of properties comprising Creekside Heights Subdivision, and

WHEREAS, the undersigned desires to assure the continued development of the Creekside Heights Subdivision on a high level for the benefit of the future property owners and, for protection of property values therein do desire and place on and against certain real property within the Creekside Heights Subdivision certain protective covenants regarding the improvements and/or use of the same;

NOW, THEREFORE, the undersigned do hereby establish and record the following declarations, and reservations, protective covenants, limitations, conditions, restrictions and provisions regarding the use and/or improvements of the property located in:

Creekside Heights Subdivision, according to Plat No. 2007-49
recorded in the Palmer Recoding District, Third Judicial District, State of
Alaska.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED AREA. The covenants in Part C in their entirety shall apply to all lots in the Subdivision as specifically identified below, except Lot 17. "Lot" shall mean and refer to any of the numbered plots, except Lot 17, of land shown upon any recorded plat or subdivision map of Creekside Heights Subdivision.

B-2. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS. Nothing contained in the document shall prevent the undersigned on their designees from maintaining sales offices on a lot or lots in Creekside Heights Subdivision for the purpose of conducting sales or resale of lots and/or residential units in the Creekside Heights Subdivision. The undersigned or their designees shall have an unqualified right to maintain such office or offices until such time as all lots in the Creekside Heights Subdivision are sold.

B-3. WATER SUPPLY. Each lot is served by either a community or public water system. No

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B-4. **SANITARY WASTE DISPOSAL.** No individual sanitary waste disposal system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation Title 18, Chapter 72, or such other regulations which may be promulgated by the state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

PART C. RESIDENTIAL AREA COVENANTS.

C-1. **LAND USE AND BUILDING TYPE.** Buildings shall be designed and used for detached single family residential use only. No multiple family or multiple-unit structures, such as apartment buildings, are permitted, except Lot 17. An automobile vehicle garage is required to be included in all residential building plans to be constructed. No commercial activity, including retail, wholesale, manufacturing, or repair businesses of any kind shall be permitted on, around or in any residential structure constructed.

C-2. **MOBILE HOMES.** No mobile homes, modular homes, homes prefabricated off-site, or travel trailers shall be utilized for residential purpose within the subdivision. Travel trailers, motor homes, boats, snow machines and other similar recreational vehicles may, however, be stored while not in actual recreational usage only so long as such on-site storage is within an enclosed or fenced-in area so that said vehicles or equipment are not visible from the street. It is the intent of these restrictions that no recreational vehicles or equipment may be seen from any street during such time as such equipment is not actually being used and that a fence or similar structure is used to accomplish this purpose.

C-3. **DWELLING COSTS, QUALITY AND SIZE.** No single family dwelling shall be permitted on any lot which has an appraised value of less than \$140,000.00, excluding land and outbuildings, based upon 2007 costs, exclusive of the lot. The minimum gross area of the dwelling in square feet, exclusive of open porches or garages, shall be as follows:

(a) if the dwelling is a single level, one-store building: 1150 square feet, all of which must be completely finished;

(b) if the dwelling is a full two-story building, 1300 Square feet must be completely finished, of which 750 square feet must be on the ground floor; and,

(c) if the dwelling is split entry or tri-level building, 1300 square feet, all of which must be completely finished.

Construction of all houses shall be at least equal to the present FHA minimum building standards. The minimum cost figure is based upon cost levels obtained on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and



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materials substantially the same of better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. Each dwelling shall have at least a two-car garage with a full-width driveway that is paved. No building shall exceed thirty (30) feet in height from street level.

Plans for proposed construction shall be approved by an architectural control committee prior to construction. Said committee shall be appointed by the board of directors and consist of at least three members of the homeowners' association for such terms as may be designated by the board. The architectural control committee shall at all times be subject to the conditions and restrictions of this document.

C-4. CONSTRUCTION COMPLETION REQUIREMENT. All main dwellings must have a finished exterior within six (6) months from ground breaking and be fully completed within one (1) year there from:

(a) No T-111, plywood siding or metal roofing products may be used as siding. All siding shall be of finished quality and shall be painted or stained wood, refinished metal or vinyl. All outbuildings must be completed in three (3) months from the start construction.

(b) The front of the dwelling, that which faces the streets, must have lap siding and meet other criteria in C-4.a.

C-5. FENCES. No fence of any kind may be installed in violation of and state statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended. Additionally, no fence of any kind may be installed unless it meets the following criteria: All fences must be built in a professional manner and property maintained. Wood fences must be built of finished lumber, which must be painted, stained or cedar split rail. No electric fence is allowed unless it is installed on the interior of a wood chain link fence. Neither barbed wire fencing nor welded wire fencing is permitted.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the property is located. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obscure or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.



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C-7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise property during construction and sales period. The subdivision signs ("Creekside Heights") on lots 2 & 16 are permanent and cannot be removed unless to repair, replace or permanently modify. This document provides for a sign easement on lots 2 & 16 large enough to repair, replace or permanently modify these subdivision signs.

C-8. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including, but not limited to, barking dogs. No trade or business of and offensive nature shall be permitted upon any residential lot.

C-9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining quarrying, gravel extracting, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks, tunnels, mineral excavations, or shaft be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-10. ANIMALS. No livestock, horses, or poultry may be raised, bred or kept on any lot for any purpose, except Lot 17. Household pets, meaning pets maintained inside the household, are allowed so long as there are no more than two animals of any type (e.g., two dogs and two cats) and so long as the total number of household pets does not exceed four pets. Household pets may not be raised, bred, or kept for commercial purposes. Any activity that included selling of animals, offspring of animals and activity that charges for the maintenance of animals is considered within the scope of "commercial" purposes. A maximum of two adult dogs may be kept on any tract or lot. No vicious animals, as defined by local ordinance at the time of the effective date of this Declaration, may be kept on the premises. All animals must be confined to the premises at all times except when under the direct physical control of the owner. No animal may be kept unless the reasonable expectation of other occupants and owners' peace, quiet, and a sanitary environment is maintained, so that no other occupants or owners of properties within the subdivision are subject to unsightly premises, uninvited animals on their property, or to noises or odors. Any person who fails to keep an animal in accordance with these covenants, more than 20 days after written notice from an affected owner protected under these covenants, shall immediately remove the offending animal and may not keep that or a similar animal on the premises for a period of 12 months.

C-11. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes, or other refuse containers, shall be placed or maintained on or along the side or end of any lot fronting upon, or adjacent to, a street, with the exception that patrons of a garbage pick-up service may place such containers bearing trash or garbage for the pick-up upon the end or side of the lot fronting upon the street on which the garbage is picked up on the day designated by ordinance, resolution, or contract for the pick-up of garbage at such lot. No burning of trash, garbage, refuse, or other waste, shall be permitted upon the street front and/or side of any lot at any time, and such burning on the rear of lots shall be permitted only in accordance with the appropriate health and



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safety laws or ordinance of the political subdivision in which the lot is located. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in a sanitary condition.

C-12. INOPERABLE VEHICLES. No inoperable vehicle or vehicle body shall be permitted upon any lot or within any street or easement adjacent to any lot in the subdivision. A vehicle temporarily inoperative and held for repair by the owner for a period not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision. A vehicle is otherwise operable but is not used or moved for more than a period of more than forty-five days shall be considered an inoperable vehicle for purposes of this provision.

C-13. PARKING AND VEHICULAR RESTRICTIONS. No vehicle, trailer, boat, snowmobile, operable or inoperable, may be left on any street or easement adjacent to a lot for more than forty-eight (48) hours.

C-14. MAIL AND NEWSPAPER DEPOSITORIES. Subject to the requirements for mail depositories installed by the U. S. Post Office, the design, material and finish of any mail or newspaper depository to be erected upon a lot governed by these protective covenants, conditions and restrictions shall be of the type approved by the Post Office or provided by the newspaper.

C-15. LANDSCAPING. Each lot owner shall landscape any portions of the lot disturbed during the construction processes within ten (10) months after the start of construction. Lots that are not wooded shall be maintained so as not to become overgrown with weeds, brush, or trees, other than trees utilized for landscaping purposes. The landscaped portion of each lot must be mowed and maintained on a regular basis so as to provide a neat and attractive appearance.

C-16. EXTERNAL ANTENNA RESTRICTIONS. No television antenna, disk or other type of television or radio antenna or electronic device which has as its purpose the sending or receiving of signals from or to any external source of any kind shall be located on any residential lot or upon any part of any structure situated on any lot subject to these protective covenants, conditions, and restrictions; EXCEPT, HOWEVER, each lot owner may install on the exterior of the dwelling on the lot one (1) standard television satellite receiver, which shall not exceed a total width of three (3) feet.

C-17. DRIVEWAYS. Each lot owner shall, at the time of driveway construction, obtain a driveway permit from the Matanuska-Susitna Borough. Driveway and culvert installation shall comply with Matanuska-Susitna Borough regulations. Each driveway shall be finished with either concrete or asphalt.

C-18. TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the



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lots has been recorded agreeing to change said deletions or amendments to these covenants as provided by the Bylaws of the Creekside Heights Subdivision Homeowners' Association, Inc., after the initial expiration of the thirty-five (35) year period.

C-19. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damage for a violation thereof. Suit to enforce these provisions may be brought by the Creekside Heights Homeowners' Association, Inc., or by any individual or individuals aggrieved by a violation of these provisions.

C-20. RESUBDIVISION. The area of the lots herein described shall not be reduced in size by resubdivision, the owners of three contiguous lots may replat such lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarge single lots. The prohibition pertaining to resubdivision shall not apply to Lot 17.

C-21 ARCHITECTURAL REVIEW COMMITTEE

1. Membership. To assure the aesthetic design of buildings in the subdivision, an architectural review committee is hereby formed, to review and approve architectural and building plans. The review committee shall consist of the persons signing below until such time as 85% of the lots in the subdivision are sold and closed. Upon the sale of 85% of the lots the members of the architectural control committee shall consist of the undersigned and one other person, who is also to be a property owner in the subdivision, and who shall be appointed by both the undersigned persons, and who shall agree to serve.

2. General Powers. No construction shall begin nor buildings or structures built, used or placed in the subdivision unless first approved by the review committee. The plans submitted shall include a) a site plan prepared by an Alaskan registered surveyor showing the existing and proposed topography, site improvements, including septic facilities and property lines; b) building or structure plans including exterior elevations; and c) a schedule showing the type, color, and texture of all materials visible from the property line and adjoining residences. The committee shall be entitled to retain plans submitted to the committee. The committee shall approve or disapprove any plans within 30 days of submission of complete building plans to each member. The plans shall be reviewed for compliance with these covenants and with regard to a) quality of materials and workmanship, b) harmony of external design with existing structures, c) location with respect to topography and d) to assure that the building will be compatible with the scenic character of the subdivision. Design, color and materials should enhance the scenic setting of the subdivision and should not unduly or unnecessarily affect the view of other properties in the subdivision. No particular architectural style is required. The decision of the committee is final. The review committee is empowered to waive specific requirements if, in its opinion, such waiver does not compromise the general quality of the subdivision. Any disapproval of a plan shall be in writing. Any property owner may submit modified or additional plans for approval.

C-22. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

C-23. AMENDMENT. The covenants conditions and restrictions of the Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed



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by a majority of the then recorded owners of lots is recorded, declaring the subject covenants, conditions and restrictions are to be terminated or amended in whole or in part. This Declaration may be amended as follows:

- (a) at any time until and through January 1, 2009, the Declaration by a written instrument recorded in the Palmer Recording District may make such further exceptions, amendments and additions to these covenants, conditions and restrictions as it may reasonably deem necessary and proper, or
- (b) at any time after January 1, 2009, or upon sale by Declaration of seventy-five percent (75%) of the lots, whichever occurs first, by a written instrument recorded in the Palmer Recording District, demonstrating an affirmative vote of the lot owners representing two-thirds (2/3) of the lots in the subdivision making such further exceptions, amendments and additions to these covenants, conditions and restrictions as deemed appropriate.

PART D. POTENTIAL FORMATION OF NON-PROFIT HOMEOWNER'S ASSOCIATION

D-1. **RETAINED RIGHT TO FORM A NON-PROFIT CORPORATION.** The undersigned are aware that the formation of a non-profit corporation, to act as a homeowner's association and consisting of the owners of the lots within Creekside Heights Subdivision, may be desirable. The purposes of such a corporation may be to enforce these covenants and/or to manage, with assessments against lots and/or the lot owners, commonly owned property (real or personal located within Creekside Heights Subdivision or used by the residents of Creekside Heights Subdivision). Therefore, the undersigned reserve the right to form a non-profit corporation, to act as a homeowner's association and consisting of the owners of the lots within Creekside Heights Subdivision. This reserved right is intended to include the potential, but shall not require, that the homeowner's association, if formed, may be formed to include all or part of the remainder of the Creekside Heights Subdivision. For example, the homeowner's association may (but shall not be required to) include a portion of Lot 17 (as presently shown on the Plat of Creekside Heights Subdivision) when that lot is resubdivided by a new or an undersigned, either jointly or individually, own 60 percent (60%) or more of the lots within Creekside Heights Subdivision. For purposes of calculating the 60% ownership, as specified in this paragraph, Lot 17 of Creekside Heights Subdivision (as depicted on the present Plat of Creekside Heights Subdivision) shall be excluded when making the 60% calculation.

D-2. **GENERAL FEATURES OF NON-PROFIT CORPORATION.** The type and nature of the non-profit corporation authorized to be formed, above, may include the power and ability to assess lot owners for the costs associated with the operation of the non-profit corporation and/or the costs of maintaining commonly owned property (real or personal).



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