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PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE BARRY WAIVER PARCELS A, B, C, AND D
WAIVER RESOLUTION SERIAL NO. 2007-077-PWm.

Located within NE1/4 SE1/4 Section 20, Township 18 North, Range 1 East, Seward Meridian in the Palmer Recording District, Third Judicial District, State of Alaska

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that whereas PAUL J. BARRY and BEVERLY ANN BARRY are the sole owners of the properties comprising of the above referenced legal descriptions, (hereinafter referred to as PARCELS A,B,C, and D);

WHEREAS, PAUL J. BARRY and BEVERLY ANN BARRY desire to assure the continued development of PARCELS A, B, C, and D on a high level for the benefit of the future property owners and for the protection of property values therein; and desire to place on and against all real property within PARCELS A, B, C, and D certain protective covenants regarding its improvement and use;

NOW, THEREFORE, PAUL J. BARRY and BEVERLY ANN BARRY hereby establish and record the following declarations, reservation, protective covenants, limitations, conditions and restrictions regarding the use and improvements of the property located in the Record of Survey of Barry Waiver & Public Use Easement #2007-074 and whose parcels are legally described in Matanuska-Susitna Borough Platting Authority Waiver Resolution Serial No. 2007-077 PWm, both of which are filed in the Office of the District Recorder for the Palmer Recording District, Third Judicial District, State of Alaska.

PART B. PURPOSE

The purposes of these restrictions and covenants is to ensure the use of the property for residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community; and thereby to secure to each property owner the full benefit and enjoyment of his home, and with no greater restriction upon the free and undisturbed use of his site than is necessary to ensure the same advantages to the other property owners. Anything tending to detract from the attractiveness and value of the properties for residential purposes shall not be permitted.

PART C. AREA OF APPLICATION

C-1 EFFECTIVE DATE

The restrictive covenants, limitations and conditions hereinafter set forth and applicable to the residential area hereinabove described shall take effect upon the recording of this document.

C-2 SPECIAL PROVISIONS

Parcels on which existing power lines are placed outside of the dedicated utility easement are subject to a temporary easement.

C-3 FULLY PROTECTED RESIDENTIAL

These covenants in their entirety shall apply to PARCELS A, B, C, and D, which may be subdivided at a later time.

PART D. RESIDENTIAL COVENANTS

D-1 LAND USE AND BUILDING TYPE

No Parcel shall be used except for single-family residential purposes. There shall be no multifamily dwellings. However, there may be two (2) separate single family dwellings per Parcel. No Parcel shall be used as a dumping area for rubbish, trash, garbage, junk automobiles and equipment, or wreckage. No Quonset or Jamesway huts, house trailers, mobile homes, or temporary housing quarters shall be erected, constructed or placed upon any Parcel. All buildings shall be constructed upon a permanent foundation. Tar paper, roofing paper, Celotex, or like materials, used as exterior siding or finish will not be permitted.

D-2 DWELLING QUALITY AND SIZE

The minimum gross area in square feet, exclusive of open porches and attached garages, shall be as follows:

- (a) if the dwellings is a single level, one-story building; 1,200 square feet and
- (b) if the dwelling is two story building; 1,400 square feet.

All outbuildings, garages, storage buildings, shall be of the same quality and workmanship as the residential dwellings. The exterior of any residence, including garage, shall be completed within twelve (12) months of the beginning of construction in order to present a finished appearance when viewed from any angle.



Construction of all dwellings shall be at least equal to the present FHA minimum building standards. No building shall be more than three (3) stories in height above an underground basement.

D-3 BUILDING LOCATION

No building shall be constructed on any Parcel closer than thirty (30) feet from any public right-of-way or front, side or real boundary line.

D-4 OUTBUILDING REQUIREMENT

Improvements in addition to dwelling and attached garage or carport: There may be constructed no more than four (4) additional outbuildings, such as private workshops, barns, greenhouses, and storage structures. All such outbuildings shall be on a permanent foundation and shall be subject to the requirements of exterior finish set forth in items D-1 and D-2.

D-5 NUISANCES

No noxious, unsightly, illegal, or offensive activity shall be carried on or upon any Parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

No firearms or fireworks shall be discharged at any time within PARCELS A,B,C AND D.

No radio, television, or tower, of any kind shall be erected. Any antennae shall be attached to a permanent building and shall rise to not more than eight (8) feet above the peak of the roof.

No Parcel shall be used in a fashion, which unreasonably interferes with the other Parcel owners' right to the use and enjoyment of their respective properties.

No trash, garbage, rubbish, refuse, or other solid or liquid waste of any kind, including, but not limited to, inoperable automobiles, appliances, furniture, or oils shall be thrown, dumped, stored, disposed of, or otherwise placed in any part of any Parcel. The foregoing includes any equipment or materials not used by the owner in the ordinary course of the residential use of the Parcel. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The owner or occupant of each Parcel shall be responsible for the disposal outside of his respective Parcel of all such trash, garbage, rubbish, refuse, and other solid liquid waste.

D-6 SIGNS

No signs of any kind shall be displayed to the public on any lots, except one sign of not more than six (6) square feet advertising the property for sale or rent, and a sign of equal size to show property ownership.



D-7 ANIMALS

No more than four (4) horses, or other farm livestock, shall be raised, bred or kept on any Parcel provided that they are not kept, bred, or maintained for any commercial purpose. No more than two (2) dogs, cats, or other household pets shall be raised, bred or kept on any Parcel provided that they are not kept, bred or maintained for any commercial purpose. An animal run for the housing of said dogs must be located in the backyard of said Parcel, provided said back yard is fenced so that such run is not visible from the roadway in front of the residence located on such Parcel. Animal waste must be properly disposed of so as not to cause odor, contamination, or unsightliness. No animals shall be kept or grazed within 50 ft. of any boundary line or stream.

D-8 VEHICLES

No more than two (2) vehicles may be parked in excess of three (3) days outside the garage facilities of any Parcel. Lot owners shall park their vehicles on their own property. No inoperable vehicles shall be stored unhouised on any lot more than three (3) days.

No vehicles, boats, recreational vehicles, or trailers, whether operable or inoperable, shall be permitted to remain on public dedicated right-of-ways for in excess of 24 hours.

D-9 SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendation of the Alaska Department of Environmental Conservation, or other such authority that may have jurisdiction at the time of installation of such system. No outhouses shall be permitted.

D-10 RE-SUBDIVISION

The area of the Parcels herein described can be reduced in size by re-subdivision into areas of no less than 4 acres. A re-subdivision of Parcels must be done according to Mat-Su Borough Platting Regulations. This document does not guarantee that the Mat-Su Borough Platting Department or any other governing agency will approve any such re-subdivide.



PART E. MINERAL RIGHTS

E-1 MINERAL RIGHTS

A deed transferring title to any lot within PARCELS A, B, C, AND D shall be deemed to include a reservation to the Grantors, their successors, and assigns, of all oil, gas, hydrocarbons, and other minerals and rights thereto underlying any lot, and below a line or place drawn horizontally at a depth of 500 feet from the surface of said lots, unless the deed specifically states otherwise.

PART F. GENERAL PROVISIONS

F-1 TERM AND AMENDMENTS

The PROTECTIVE COVENANT AND RESTRICTIONS FOR PARCELS A, B, C, AND D shall run with the land for a term of twenty-five (25) years from the date this document is recorded, after which they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then record owners of Parcels is recorded, declaring the subject covenants and restrictions are to be terminated or amended in whole or in part. This document may be amended at any time by written instrument recorded in the Palmer

Recording District, Third Judicial District, State of Alaska, demonstrating an affirmative vote of Parcel owners representing two-thirds (2/3) of the PARCELS A,B,C AND D, making further exceptions, amendments, and additions to these covenants and restrictions as deemed appropriate.

F-2 ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and such actions may be brought by any owner(s) of record of any Parcel including Grantors. A waiver of any infraction shall not operate as a waiver of any other or future infraction.

F-3 SEVERABILITY

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



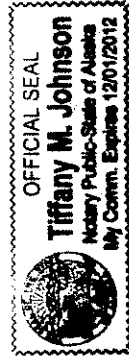
Paul J. Barry
PAUL J BARRY

Beverly Ann Barry
BEVERLY ANN BARRY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 13 day of November, 2010, before me the undersigned Notary Public in and for the state of Alaska, duly commissioned and sworn as such, personally appeared PAUL J. BARRY and BEVERLY ANN BARRY, to me known and known to me to be the individual who executed the foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Tiffany M. Johnson
NOTARY PUBLIC, State of Alaska
My Commission expires: 12-1-12

Return To: Paul Barry
3880 N. Caribou St.
Wasilla, AK 99654

