

PROTECTIVE COVENANTS

O'BRIEN CREEK ESTATES SUBDIVISION

Plat No.

Matanuska-Susitna Borough

ALASKA

GENERAL PROVISIONS:

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded and automatically renewed unless more than 50% of lot owners agree to a change.

LAND USE AND BUILDING TYPE:

No lot shall be used except single or duplex residential for residential and/or recreational purposes. No commercial business of any kind shall be permitted on any lot.

No dog teams, junk yards, car storage, automobile wrecking or automobile salvage may be permitted on any lot.

DWELLING QUALITY AND SIZE:

All buildings must consist of a minimum of 800 square feet livable floor space, and all septic tanks/cesspools shall meet with State of Alaska, Dept. of Environmental Quality standards. The exterior of the buildings must be fully completed within six (6) months after start of construction. It is the intent and purpose of this covenant to assure that all dwellings shall be constructed of high quality material and workmanship to be attractive and permanent.

MOBILE HOMES, TRAVEL TRAILERS AND CAMPERS:

Any travel trailers and motor homes and campers shall be classified as temporary, and may not be lived in either temporarily or permanently except during one six (6) month period during construction of permanent residence. However, prior to being allowed on the lot, the unit is to be inspected and approved by the Architectural Control Committee. All mobile homes shall bear a manufacturer's brand and shall be of a "double-wide" variety only. All units under this covenant having septic tanks/cesspools shall meet with State of Alaska, Dept. of Environmental Quality standards. Any addition to the mobile home, along with the unit, shall first be inspected and approved by the Architectural Control Committee. It is the intent of this covenant to assure all units be manufactured of high quality materials and workmanship as to assure safety and attractiveness. All homes and or mobile homes must be installed on a concrete poured or block foundation.

TEMPORARY STRUCTURES:

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time except for construction purposes, not to exceed six (6) months, and shall immediately be removed after construction.

NUISANCE:

No noxious 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. No open burning shall be permitted other than by both appropriate regulatory agency and the O'BRIEN CREEK ESTATES HOMEOWNER'S ASSOCIATION. Garbage and trash cans must be completely enclosed and hidden from view. All pet or livestock pens shall be a minimum of fifty (50) feet from any lot line.

"Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons"

UTILITIES:

Each lot owner must apply for electricity, telephone and any other utilities at time of purchase and must make the appropriate deposits and sign necessary documents to encumber lot and agree to discharge all costs and agree with the right to lien for charges and be personally responsible for all charges.

DRIVEWAYS:

A 30 feet by 18 inch culvert must be installed for each lot and driveway before lot is put in use. Gravel of a nonfrost susceptible material must be used to cover culvert.

PETS, LIVESTOCK AND POULTRY:

No animal, livestock or poultry of any form shall be kept, bred, or maintained for any commercial purpose. All animals/pets are allowed outside of their lot areas only when either on leash or when ridden. Each owner will be held responsible and liable for the action of their pets. No property owner shall own more than two (2) dogs at any one time.

LOT MAINTENANCE:

The O'BRIEN CREEK ESTATES HOMEOWNER'S ASSOCIATION shall have the right and privilege to enter any lot for the purpose of maintaining any lot said Association deems to be in poor condition, and may use any machinery or methods they choose and shall not be held responsible for damage to land, trees, shrubbery or in any other way be held responsible for any damages which occur during cleaning or maintenance. Said Association shall not use this privilege unreasonably, but only as a manner of keeping the lots attractive should individual owners fail to do so.

PARKING RESTRICTIONS:

No movable objects such as boats, campers, trucks, house trailers, motorcycles, cars, shall be left or parked on the right-of-way, but shall have a minimum setback from said rights-of-way of twenty-five (25) feet onto their respective lots.

SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one of a professional nature not larger than one square foot.

ECOLOGY:

No owner shall be permitted to completely clear any lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction, and lots may be thinned as long as maximum natural beauty and aesthetic value of trees is retained. Clearing must first be approved by the Architectural Control Committee.

ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee shall approve all lot improvements and additions prior to undertaking. The Committee shall be appointed by the O'BRIEN CREEK ESTATES HOMEOWNER'S ASSOCIATION and shall be responsible to the officers of the Association.

O'BRIEN CREEK ESTATES HOMEOWNER'S ASSOCIATION:

Every purchaser, his heirs, successors and assignees in the ownership of lots in this subdivision agree, as a condition of purchase and sale, that at such time as 95% of the lots in this subdivision are owned by persons other than the developer, that they will jointly form themselves into a property owners' association, to be called the O'BRIEN CREEK ESTATES HOMEOWNER'S ASSOCIATION. (Until such time as 95% of the lots are sold, the developer shall act as the Association.) Each owner of a lot in the subdivision shall automatically be and become a member of such Association, and be bound by its governing regulations. The owner of each lot shall have an equal voice and vote with the owner of each others lot in the subdivision as to the election of officers and directors of such Association. Membership in such Association shall be limited to owners of lots, whether one or more, in the subdivision. The Association shall contract and pay for: Street maintenance and other reasonable undertaking mutually desired by the property owners in the subdivision. The monthly fee for this service shall be on a per lot basis, regardless of ownership. Fees to be set as required by the Association.

ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. The Association has full lien authority to collect any of the above fees assessed by the Association.

SEVERABILITY:

Invalidation of any 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.

WITNESS OUR HANDS AND SEALS this 15th day of December, 19 82.

Eugene H. Johnson
EUGENE H. JOHNSON

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of December, 19 82, before me, a Notary Public in and for the State of Alaska, personally appeared Eugene H. Johnson, known to me and to me known to the Individual(s) named in and who executed the foregoing instrument, and he acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year last above written.

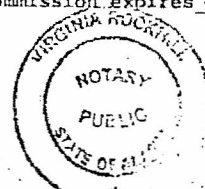
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DISTRICT

DEC 21 3 21 PM '82

REQUEST MATANUSKA-SUSITNA BOROUGH
BOX 3
ADDRESS - PALMER, ALASKA 99645

Virginia Rockwell
Notary Public in and for Alaska
My commission expires 4-23-83



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