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PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **CROSS CREEK, INC.**, does hereby establish and file for record the following declarations, reservations, Protective Covenants, limitations, conditions, and restrictions regarding the use and/or improvement of the property located in WAIVER RESOLUTION SERIAL NO. **2002-097-PWm**, recorded on July 16, 2002 in Document No. **2002-014970-0**, pages 1 through 8, inclusive, in the Palmer Recording District, Third Judicial District, State of Alaska more particularly described as follows:

SEE ATTACHED EXHIBIT A

COVENANTS

1. All parcels may be used for single family or multi-family residential purposes only.
2. All driveway approaches will be built from the driving surface of the main road to the edge of the parcel, with a minimum 12 feet width on top and perpendicular to the road. All driveways will have culverts a minimum of 12 inches in diameter where drainage requires placement of culverts.
3. Buildings or attachments may not be located on any parcel nearer than twenty-five (25) feet to any road easements. No buildings or attachments shall be located on any parcel nearer than ten (10) feet to the rear parcel line or any interior parcel line.
4. It being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, the minimum ground floor area of the main structure exclusive of one-story open porches and garages shall contain not less than 750 square feet. All parcels are restricted to buildings and dwellings with permanent foundations. Single wide or double wide mobile or modular homes older than ten (10) years at the time of placement on the property are not allowed.
5. Buildings may not remain in an unfinished state externally for more than six (6) months. All additions, attachments, garages, or out/storage buildings shall be of the same desirable quality and workmanship as the residential dwelling and should match or compliment the workmanship of the residential dwelling. No Quonset huts or surplus buildings shall be used on any parcel for any purpose. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any parcel at any time as a residence either temporarily or permanently. All additions to or outbuildings shall be finished externally, including finished painting or siding, within six (6) months from the start of construction.
6. Signs shall not be displayed to the public view on any parcel except one sign of not more than five (5) square foot advertising the property for sale or rent and a sign of equal size to show ownership of property.

7. In order to maintain the natural setting and aesthetic value of the properties, extreme care will be taken in the construction phase to retain as many of the trees and the natural vegetation as possible. In any case a minimum of twenty (20) percent of the existing trees will be left on each parcel. Thinning is permitted to obtain areas for lawns or views, but clear cutting is not. In any landscaping effort tree stumps shall not exceed three (3) inches in height from the natural ground elevation and all tree trunks and trimmings must be removed from the parcel or buried within thirty (30) days of cutting.
8. All water wells and septic systems shall be a minimum distance of one hundred (100) feet apart within and without of each parcel. Sewage disposal systems shall be designed, located, constructed and approved in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation. No dwelling shall be occupied prior to construction of an approved disposal system.
9. Parcels shall not be used or maintained as a dumping ground for rubbish. No private garbage pits will be allowed. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No parcel shall be used for storage of derelict and unregistered motor vehicles or any unsightly accumulation of surplus property. No heavy equipment allowed.
10. Activity, which is noxious or offensive, shall not be permitted nor shall anything be done thereon which may be unsightly, or become an annoyance or nuisance to the neighborhood. Any items that may be viewed as objectionable such as bicycles, snow machines or yard working tools must be stored out of view of the streets and neighbors.
11. Animals, livestock, and poultry may be kept for personal use only, provided that a maximum of four horses, cows, or other large sized livestock per a minimum of a five acre parcel, or larger are allowed. A maximum of 40 fowl are allowed per a minimum of a five-acre parcel or larger. If parcels are subdivided to less than five acre parcels a maximum of 25% of the allowed animals per five acre tract or larger will be allowed on the reduced acreage to a minimum of one acre. Animals may not be kept, bred, or maintained for any commercial purposes. All dogs shall be restrained as necessary to prevent their becoming a nuisance. Specifically excluded and not allowed are dog sled teams and hogs.
12. There are no oil or mineral rights acquired with this land. No oil drilling; oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any of the parcels covered by these covenants, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any of the parcels covered by these covenants. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted and no extraction of minerals will be permitted within a 500 foot buffer measured vertically from the surface of any parcel covered by these covenants.

GENERAL PROVISIONS

1. These covenants and general provisions are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of a majority of parcels of record has been recorded, agreeing to change said covenants and/or general provisions in whole or part.
2. 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 the owner or owners of record of any parcel herein named.



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

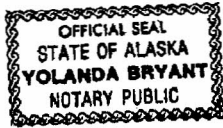
CROSS CREEK, INC.

By: B. H. Tilton
B. H. TILTON- President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on the 19th day of JULY, 2002 before me, the undersigned, Yolanda Bryant, a Notary Public, duly commissioned and sworn to such, personally appeared B. H. TILTON, known to me to be the President of CROSS CREEK, INC., an Alaska Corporation, who executed the within instrument on behalf of said corporation, and acknowledged to me that such execution was pursuant to its corporate bylaws and by authority of the Board of Directors.

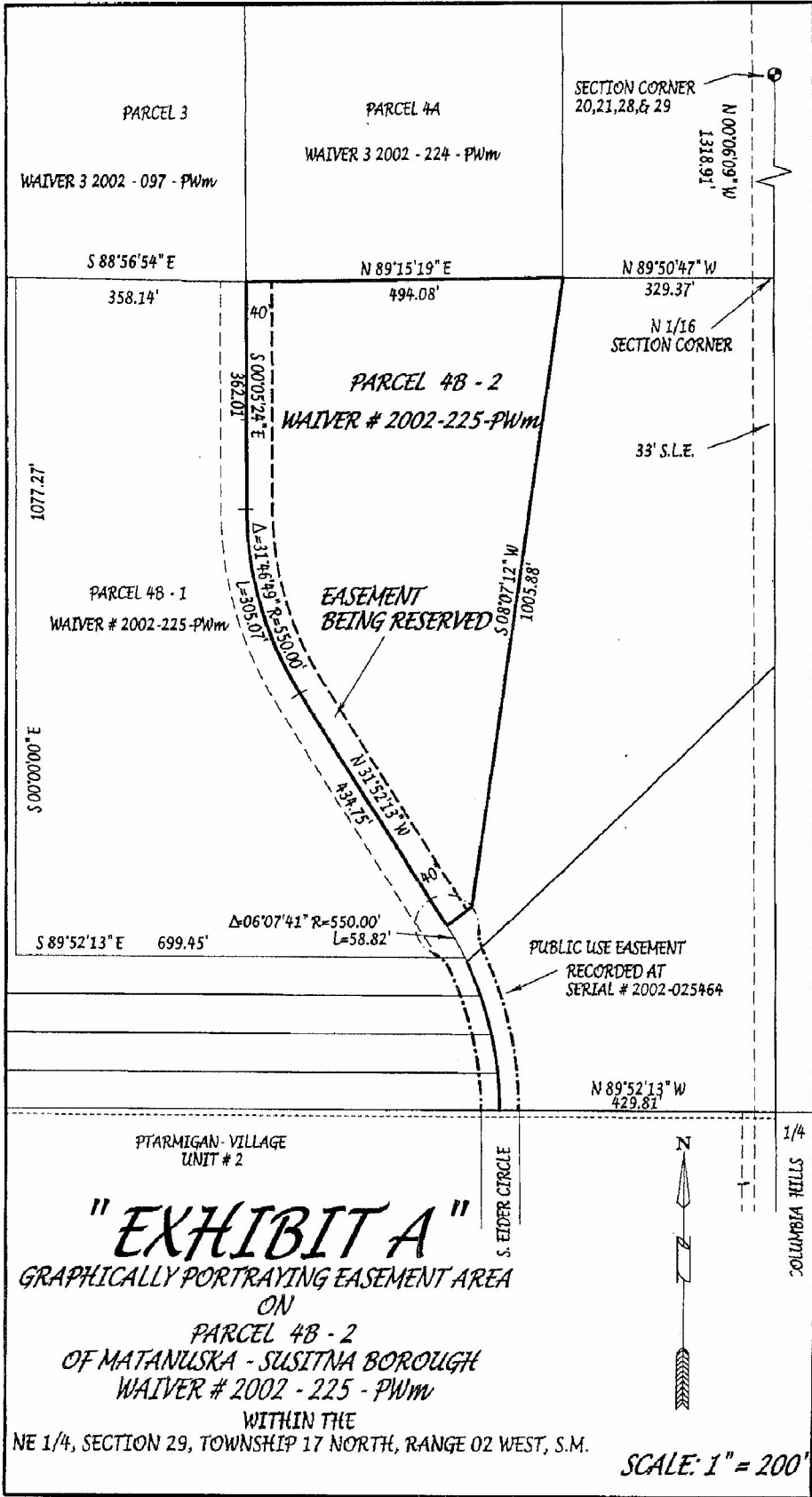
WITNESS my hand and official seal.



Yolanda Bryant
Notary Public in and for Alaska
My Commission Expires: 8-23-04

Return to:
CROSS CREEK, INC.
Box 871468
Wasilla, AK 99687





cc

2003-006287-0
Recording Dist: 311 - Palmer
3/12/2003 10:29 AM Pages: 1 of 15
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2003-010 DECLARATION OF EASEMENT

THIS DECLARATION, executed at the time and place herein below set forth, by CROSS CREEK, INC., whose address is P.O. Box 870948, Wasilla, AK, 99687.

WHEREAS, CROSS CREEK, INC., is the record owner of the below described Parcels of real property situate in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

PARCEL NO. 4-C, of Waiver No. 2002-224-PWm.
SEE ATTACHED EXHIBIT "E" FOR A MORE EXACT LEGAL DESCRIPTION and
PARCEL NUMBERS 4D-1, 4D-2, 4D-3 AND 4D-4 of Waiver No. 2002-226-PWm.
SEE ATTACHED EXHIBITS I, J, K & L, respectively FOR A MORE EXACT LEGAL DESCRIPTION

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is declared that:

1. **EASEMENT AREA:** Subject to all other provisions hereof, private easements and rights of way are hereby granted, reserved and established, over, across and through that portion of the above described properties, more particularly described as follows:

The South 240 feet of Parcel 4C of Waiver No. 2002-224-PWm.

The South 240 feet of Parcel 4D-1 of Waiver No. 2002-226-PWm.

The South 180 feet of Parcel 4D-2 of Waiver No. 2002-226-PWm.

The South 120 feet of Parcel 4D-3 of Waiver No. 2002-226-PWm.

The South 60 feet of Parcel 4D-4 of Waiver No. 2002-226-PWm.
See Exhibits E, I, J, K and L respectively for more complete descriptions of the parcels

2. **PURPOSE:** The "Easement Area" described in No. 1 above shall be used only as a private airstrip and access way in accordance with this Declaration. Such "Easement Area" is hereinafter referred to as "Airstrip". In addition, the North Forty (40) feet of the "Airstrip Easement Area" as described for each individual Parcel in Section 1, on Parcels 4D-1, 4D-2, 4D-3 AND 4D-4 of Waiver No. 2002-226-PWm. may also be used as a private road and utility access way for the use of Parcel 4B-1 of Waiver No. 2002-225-PWm. and Parcels 4D-1, 4D-2, 4D-3 AND 4D-4 of Waiver No. 2002-226-PWm.

3. **RESTRICTED USE OF "AIRSTRIP":** The "Airstrip" is reserved for the common use and enjoyment of all "Owners" of "Parcels" within the properties described in this section and their lawful delegates in accordance with this Declaration, to the exclusion of all others. Each "Owner" of a "Parcel" shall have a right and easement for the use and enjoyment of the "Airstrip" in common with the other "Owners" and their lawful delegates which right and easement is appurtenant to each property described in Section 1, shall pass with the title to each "Parcel", and may not be separated from it. Any "Owner" may delegate such right and easement for the common use and enjoyment of the "Airstrip" to the immediate family of the "Owner" residing in the same household; tenants of the "Owner" actually residing on a "Parcel"; members of the immediate family of a tenant actually residing on a "Parcel"; and the guests of any of the foregoing. No delegation or

assignment or transfer except as herein provided shall be effective for any purpose whatsoever. The properties that may use the runway are described as follows:

Parcels 1, 2 and 3 of Waiver No. 2002-097-PWm
and
Parcel 4A and 4C of Waiver No. 2002-224-PWm
and
Parcel 4B-1, 4B-2 and 4B-3 of Waiver No. 2002-224-PWm
and
Parcels 4D-1, 4D-2, 4D-3 AND 4D-4 of Waiver No. 2002-226-PWm.
See attached Exhibits A through L, inclusive, respectively for a more complete description of the parcels.

4. **USE OF "AIRSTRIP"**: All use of the "Airstrip" shall be with due regard to safety of others and shall not hinder nor encroach upon the lawful right of the other "Owners" or the lawful delegates of "Owners" to such common use and enjoyment. NO structure, building, fence, vegetation, other than grass, or other thing shall be placed upon or allowed to remain upon the "Airstrip" that would impair, interfere with or, in any way, obstruct its use. No aircraft shall be parked, stored or tied down on the "Airstrip" so that it would effect the safe and continuous operation of the "Airstrip". All buildings shall have a minimum of 75 feet set back from the Airstrip Easement Area as described in Section 1.

5. **MAINTENANCE**: Any "Owner" may commence maintenance of the "Airstrip" but only in a safe and prudent manner. NO "Owner" shall be obligated to maintain or improve the "Airstrip" except where its use has been impaired or made dangerous due to acts or omissions of such "Owner", or delegates of such "Owner", including guests. In such case, upon receiving notice thereof, such "Owner" shall, at the sole expense thereof, cause the "Airstrip" to be restored to the condition it was in immediately prior to such act or omission. EACH "Owner" shall, and hereby covenants and agrees to indemnify, save, protect, hold harmless and indemnify each and all other "Owners" from any and all claims, demands, liabilities or suits for injury to persons or damage to property when such injury or damage result from, arise out of, or be attributable to any repair or improvement undertaken by such "Owner".

6. **RISK OF USE**: Those using the "Airstrip" shall do so at their sole risk.

7. **NO ENTITY CREATED**: The undersigned does not intend nor should anything herein be deemed to create an association, partnership, or any other such entity.

8. **EASEMENTS AND RIGHTS OF WAY TO RUN WITH LAND**: The easements, rights of way and covenants herein shall run with the Land (being the "Properties" herein described in Section 3) regardless of further subdivision of any lot now within the "Properties", and shall be binding on an inure to the benefit of the "Owners", their heirs, assigns and other successors in interest. Such easements and rights of way are laid upon and/or made appurtenant to, as the same may require each and every parcel of land within the "Properties" as described in Section 1 for the benefit of "Properties" as described in Section 3, now existing or as hereinafter further subdivided. Each delegate of an "Owner" shall be bound by all covenants and restrictions herein.

9. **DEFINITIONS**:

a) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel of land which is part of the "Properties" as




described in Section 3, but excluding those having such interest as security for the performance of an obligation.

b) Lot; "Lot" shall mean and refer to a parcel of land within the "Properties" as described in Section 3.


10. SEVERABILITY: In the event any one or more of the provisions contained in this Declaration of Easement shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provision of this Declaration of Easement, but this Declaration of Easement shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

The duration of this agreement shall be perpetual or until such time as all the parties may mutually agree to terminate this agreement. This agreement shall inure to the benefit of and be binding upon the heirs, lessees, assigns and successors in interest, whether voluntary or involuntary.

CROSS CREEK, INC.

B. H. TILTON-President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on the 11th day of MARCH, 2003 before me, the undersigned, Yolanda Bryant, a Notary Public, duly commissioned and sworn as such, personally appeared B. H. TILTON, known to me to be the President, of CROSS CREEK, INC., an Alaska corporation, who executed the within instrument on behalf of said corporation, and acknowledged to me that such execution was pursuant to its corporate bylaws and by authority of the Board of Directors.

WITNESS my hand and official seal of 
OFFICIAL SEAL
STATE OF ALASKA, Notary Public in and for Alaska
YOLANDA BRYANT
NOTARY PUBLIC Commission Expires: 02-3-04

RETURN TO:
CROSS CREEK, INC.
PO BOX 870943
WASILLA, AK 99687

This instrument is being recorded by First American Title Insurance Agency, Inc., as an accommodation only. It has not been examined as to its effect, if any, on the title of the estate herein.

