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2012-004482-0

Recording Dist: 311 - Palmer
3/6/2012 2:03 PM Pages: 1 of 23



**THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.**

DO NOT DETACH

August 23, 2001

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROCKER CREEK PHASE I

PART A: PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that whereas the owners of Crocker Creek Phase I desire to state the covenants, conditions and restrictions for all properties in Crocker Creek Phase I so all owners can have a standard in which to follow.

WHEREAS, the undersigned desires to assure the continued development of the herein above described real property subdivision on a high level for the benefit of the present and future property owners, and for the protection of property values therein, does desire to place on and against all lots in Crocker Creek Phase I.

NOW, THEREFORE, the undersigned does hereby establish and record the following protective covenants, conditions and restrictions regarding the use and/or improvement of the properties located in:

Crocker Creek Phase I as Plat No. 2003-116 ; Palmer Recording District; Third Judicial District;
State of Alaska

This instrument, when recorded, supersedes any and all previously recorded covenants, conditions and restrictions recorded in connection to the above identified subdivision and all lots situated therein.

PART B: AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA: The covenants in Part C in their entirety shall apply to all lots in Crocker Creek Phase I, and herein after identified collectively as "the subdivision". Lots shall mean and refer to any of the numbered plots of land shown upon any recorded plat or subdivision map of the above referenced subdivision.

B-2 EFFECTIVE DATE: The protective covenants, conditions and restrictions hereinabove and hereinafter set for and applicable to the residential area hereinabove described shall take effect at such a time as this instrument is recorded, and shall supersede and replace any previous recorded covenants, conditions and restrictions recorded for the residential area hereinabove described.

PART C: RESIDENTIAL AREA COVENANTS

C-1 SINGLE FAMILY RESIDENTIAL PURPOSES: All lots herein identified in PART B shall be used for single family residential purposes only. Each lot may have one (1) single family dwelling with an attached minimum two (2) car garage. No modular home types, mobile homes or multifamily homes are permitted. A home office or business is permitted as long as its activity does not violate any provision in PART C, and does not involve operating a residential outpatient facility, child care center, or halfway house of any kind.

C-2 TEMPORARY DWELLINGS: No motor homes, travel trailers, camping equipment or any other type of recreational vehicle or temporary shelter may be used for any form of residential purposes upon any lot herein identified in PART B.

C-3 ON SITE STORAGE: Recreational vehicles must be garaged or stored in a manner that does not obstruct views. No such vehicle may be stored on the street. No regular on street parking is permitted.

C-4 SANITARY SEWER SYSTEM: No individual sewage disposal system shall be placed upon any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Alaska, Department of Environmental Conservation (ADEC), or its successor(s).

C-5 DWELLING COMPLETION AND SIZE REQUIREMENTS: All dwellings must be single family residences, and must have their exterior completed in six (6) months time and be 100% complete in twelve (12) months time. The size of the residence must be a minimum of 1600 square feet, excluding the garage area. The square footage minimums will apply to all homes built after 2011.

C-6 FENCES: All fences and dog kennels must meet any applicable State, Borough or City regulations. They must also not impede the mountain view of the residence or any lot herein identified in PART B.

C-7 Easements: All easements are reserved as shown on the recorded plat(s) or as indicated by public record. All lot owners shall maintain the unimproved easement and right-of-way on or directly in front of their respective lots except for improvements or maintenance that (if any) that is the direct responsibility of a public authority or utility. No modifications may be made to any easement which will alter the flow or direction of the drainage channels found thereupon.

C-8 SIGNS: No sign may be displayed for public viewing except the following: one (1) sign advertising property for rent or sale and one (1) sign advertising the builder of a home. No sign shall be placed within any right-of-way, or affixed to any utility pole or traffic sign except those of temporary nature advertising a garage sale or party etc. This restriction shall not be construed to prohibit ornamental plates designating the name of the resident or owners thereof.



C-9 NUISANCES: No noxious or offensive activity shall be allowed upon any lot, nor shall anything be done thereupon which may become a disturbance or hazard to the neighborhood. No trade or business of an offensive or noise generating nature shall be permitted upon any residential lot. Stereos, surround sound systems, televisions and any similar entertainment devices must be kept at reasonable levels which do not disturb adjoining lot owners. Power equipment, such as lawn mowers, etc., shall not be used after 11:00pm, except in the case of an emergency.

C-10 PETS/LIVESTOCK: Only typical household pets (i.e. dogs/cats) may be kept on the lots. No animal(s) may be kept, bred or raised for commercial purposes or for use in dogsled teams. No farm or livestock animals may be kept on any lot, including but not limited to horses, cows, pigs, chickens and roosters. All pets must be properly restrained and must create no nuisance or environmental hazard. Outdoor kennels must be cleaned and maintained to prevent odors from affecting neighboring lots.

C-11 RESOURCE EXTRACTION OPERATIONS: No oil drilling or development, mineral excavation, gravel extraction or similar activity shall be permitted upon any lot identified in PART B.

C-12 COMMUNICATION DEVICES: No lot owner shall use or allow their lot to be used for the storage of communication devices, including but not limited to cell phone towers.

C-13 INOPERABLE VEHICLES: Inoperable vehicles shall not be stored in any right of way or upon any lot, except within a garage or behind a fence that has been constructed in accordance with the above requirement.

C-14 REMOVAL OF VEGETATION AND LANDSCAPING: All areas upon each lot not utilized by structures, driveway or sidewalks shall be left in natural vegetation or shall be landscaped in a manner conducive to the general surroundings. The lot owner shall remove dead vegetation, or thin or remove natural vegetation where appropriate.

C-15 GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a sanitary fashion pending disposal.

C-16 PROPER ASTHETIC MAINTENANCE: No miscellaneous items including, but not limited to, the following shall be left on any lot such as these items are visible from the street for a period in excess of seven (7) days: tires, auto parts, refuse of any kind, cans, scrap materials, furniture items (excluding lawn or deck/patio furniture in use), and/or any general discard which would reasonably be considered unsightly.

C-17 SETBACK REQUIREMENTS: All structures shall be located within the setback limitations as required by the Matanuska-Susitna Borough.

C-18 AMENDMENTS: Changes to these covenants, conditions and restrictions may be made by a 3/4 vote of the property owners. Each lot will receive one vote.

PART D: ENFORCEMENT AND SEVERABILITY

D-1 ENFORCEMENT: An action to enforce these covenants may be brought by any lot owner or group of owners.

D-2 SEVERABILITY: Invalidation of any 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.

THE FOREGOING COVENANTS, CONDITIONS AND RESTRICTIONS ARE BEING RECORDED FOR THE BENEFIT OF ALL PRESENT AND FUTURE RESIDENTS OF CROCKER CREEK PHASE I.



DATED: 2/4/2012

Larry Gibson

By: Larry or Elizabeth Gibson

Legal: CROCKER CREEK PH I BLOCK 1 LOT 6

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of February 2012

by Chyanne M. Emery



Chyanne M. Emery
Notary Public in and for Alaska

My Commission Expires: 9-9-2013



DATED February 6, 2012

[Signature]

By: Leroy or Beverly Sires

Legal: CROCKER CREEK PH I BLOCK 1 LOT 7

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012

by _____

SEE ATTACHED
NOTARIAL CERTIFICATE

Notary Public in and for _____

My Commission Expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

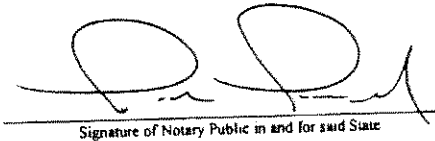
} ss.

On 02 February 2012 before me, **Paul Robles; A Notary Public,**
Date (Name and Title of the Officer)

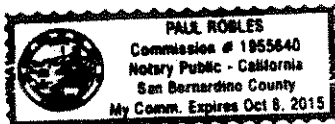
personally appeared Beverly J. Sims
Name (s) of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


Signature of Notary Public in and for said State

WITNESS my hand and official seal.



Notary Seal

OPTIONAL INFORMATION

Protective Covenants, Easements and Restrictions
Description of Attached Document Car Crocker Creek Phase 1
Number of Pages 7
Document Date 02/02/12

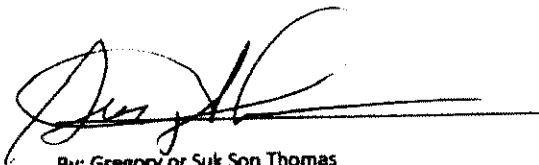
Right Thumbprint of Signer
(Optional)



8 of 23

2012-004482-0

DATED: 4 FEB 12



By: Gregory or Suk Son Thomas

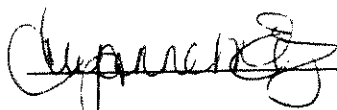
Legal: CROCKER CREEK PH I BLOCK 1 LOT 8

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of February 2012

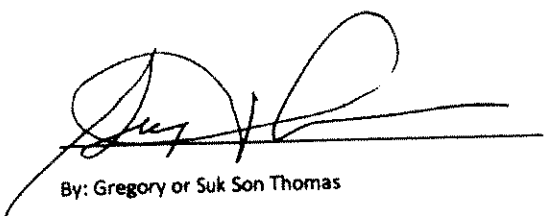
by Chyanne M. Emery




Notary Public in and for Alaska

My Commission Expires: 9-9-2013

DATED: 4 FEB 12

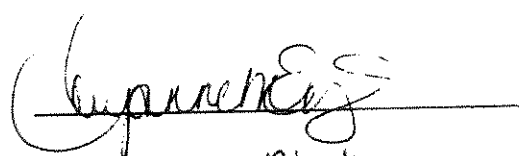

By: Gregory or Suk Son Thomas

Legal: CROCKER CREEK PH I BLOCK 1 LOT 9

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of February 2012
by Chyanne M. Emery




Notary Public in and for Alaska
My Commission Expires: 9-9-2013

DATED: 2-10-12

Donald Campbell

By: Donald Campbell or Laura Young-Campbell

Legal: CROCKER CREEK PH I BLOCK 1 LOT 10

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 10th day of February 2012

by Donald R. Campbell Jr.



M. A. F. Stickle
Notary Public in and for Wasilla, AK (MURCU)
My Commission Expires: 03/09/2015

DATED: 2-4-2012

Rene S. Subluer

By: J & L BUILDERS INC.

Legal: CROCKER CREEK PH | BLOCK 1 LOT 11

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of February 2012

by Chyanne M. Emery



Chyanne M. Emery
Notary Public in and for Alaska

My Commission Expires: 9-9-2013



DATED: 2/28/2012

Louis C. Hala Jr.

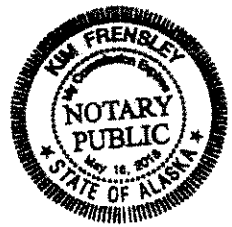
By: Great Northern Inv. Group

Legal: CROCKER CREEK PH I BLOCK 1 LOT 16

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of Feb. 2012

by Louis C. Hala Jr., Managing member.



Kim Frensky

Notary Public in and for Alaska

My Commission Expires: 5/10/13

DATED: 2/26/2012

Louis C. Hala Jr.

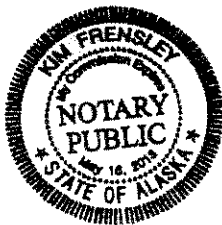
By: Great Northern Inv. Group

Legal: CROCKER CREEK PH I BLOCK 1 LOT 17

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of Feb. 2012

by Louis C. Hala Jr. Managing Member.



Kim Frensky
Notary Public in and for Alaska
My Commission Expires: 5/16/13



DATED: 2/7/2012

[Signature]

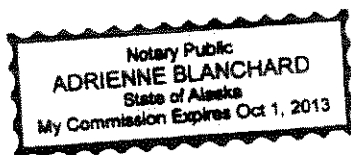
By: Ricky Gann

Legal: CROCKER CREEK PH I BLOCK 1 LOT 18

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 7th day of February 2012

by Ricky Gann



[Signature]

Notary Public in and for Alaska

My Commission Expires: 10/1/13



DATED: 2/4/12

Kayle Frank aka Kayle Clark

By: Peter or Kayle Frank

Legal: CROCKER CREEK PH I BLOCK 1 LOT 19

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of February 2012

by Chyanne M. Emery



Chyanne M. Emery
Notary Public in and for Alaska

My Commission Expires: 9-9-2013



DATED: 2/23/2012

Larry Gibson

By: By: Larry or Elizabeth Gibson

Legal: CROCKER CREEK PH I BLOCK 1 LOT 20

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23 day of February 2012

by Larry Gibson



Randall Waters

Notary Public in and for State of Alaska

My Commission Expires: 09/02/2014



DATED: FEB 4 2012

Joseph Kaufmann
By: Joseph Kaufmann
Legal: CROCKER CREEK PH I BLOCK 1 LOT 4

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of February 2012

by Chyanne M. Emery



Chyanne M. Emery
Notary Public in and for Alaska
My Commission Expires: 9-9-2013

DATED: 2-14-2012

Nicholas Methven

By: Nicholas Methven

Legal: CROCKER CREEK PH I BLOCK 1 LOT 12

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14th day of February 2012

by Nicholas Methven



Robert T.L. Alexander

Notary Public in and for Wasilla, AK

My Commission Expires: 8/15/2015



DATED: 2-14-2012

Nicholas Methven

By: Nicholas Methven

Legal: CROCKER CREEK PH I BLOCK 1 LOT 13

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14 day of February 2012

by Nicholas Methven



Robert T.L. Alexander

Notary Public in and for Kenai AK

My Commission Expires: 8/15/2015



DATED: 2/24/2012

Joseph Wang

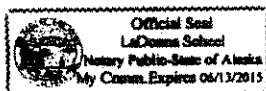
By: Joseph Wang

Legal: CROCKER CREEK PH I BLOCK 1 LOT 14

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 24th day of Feb 2012

by Joseph Wang



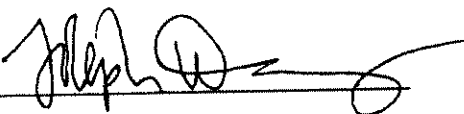
LaDonna Scheel

Notary Public In and for State of Alaska

My Commission Expires: 6-13-15



DATED: 2/24/2012



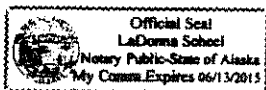
By: Joseph Wang

Legal: CROCKER CREEK PH I BLOCK 1 LOT 15

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 24 day of Feb 2012

by Joseph Wang





Notary Public in and for State of Alaska

My Commission Expires: 6-13-15



DATED: 2-4-2012

[Signature]

By: David or Nicole Smith

Legal: CROCKER CREEK PH I BLOCK 1 LOT 5

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of February 2012

by Chyanne M. Emery



[Signature]

Notary Public in and for Alaska

My Commission Expires: 9-9-2013

Return to:
Nicole Smith
7774 W Overview Cir.
Wasilla, AK
99623

