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2016-002655-0

Recording Dist: 311 - Palmer

2/11/2016 02:33 PM Pages: 1 of 16



Palmer Recording District

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONE CREEK**

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Office of James H. McCollum, LLC
400 L Street, Suite 100
Anchorage, Alaska 99501-1959

TABLE OF CONTENTS

ARTICLE I – SUBMISSION OF PROPERTY 1

ARTICLE II – DEFINITIONS 1

 Section 2.1 - Declarant..... 1

 Section 2.2 - Declaration..... 1

 Section 2.3 - Improvements 1

 Section 2.4 - Lot 1

 Section 2.5 - Lot Owner..... 1

 Section 2.6 - Person 1

 Section 2.7 - Property..... 2

ARTICLE III – DESCRIPTION OF REAL ESTATE IN STONE CREEK; ADDITIONAL PROPERTY THAT MAY BE ADDED TO STONE CREEK; AND EASEMENT FOR SIGNAGE..... 2

 Section 3.1 - Real Estate 2

 Section 3.2 - Additional Property May be Added to Stone Creek..... 2

 Section 3.3 - Easement for Signage 2

ARTICLE IV – MAINTENANCE AND LANDSCAPING 2

 Section 4.1 - Maintenance..... 2

 Section 4.2 - Landscaping and Clearcutting 2

 Section 4.3 - Fire Protection Measures 3

ARTICLE V – DESIGN RESTRICTIONS..... 3

 Section 5.1 - Declarant Reserved Rights Regarding Design Restrictions 3

 Section 5.2 - Types of Structures and Size Restrictions 3

 Section 5.3 - Sewage..... 5

 Section 5.4 - Drainage..... 5

ARTICLE VI – RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY 5

 Section 6.1 - Use and Occupancy Restrictions 5

 Section 6.2 - Bed and Breakfasts, Hotels, Motels Are Prohibited 6

 Section 6.3 - Rental..... 6

 Section 6.4 - Nuisance 6

 Section 6.5 - Inoperable Vehicles 6

 Section 6.6 - Pets..... 6

 Section 6.7 - Refuse 7

 Section 6.8 - Oil and Mineral Rights 7

 Section 6.9 - Antennae and Satellite Dishes 7

 Section 6.10 - Signs 8

ARTICLE VII – RE-SUBDIVISION OR COMBINING OF LOTS 8

ARTICLE VIII – AMENDMENTS 8

 Section 8.1 - General..... 8



Section 8.2 - Amendments to Add Additional Property 8

ARTICLE IX – GENERAL PROVISIONS..... 9

 Section 9.1 - Derogation of Laws 9

 Section 9.2 - Enforcement..... 9

 Section 9.3 - Severability..... 9

 Section 9.4 - Term..... 9

 Section 9.5 - Waiver 9

 Section 9.6 - Failure by Lot Owner to Comply 9

ARTICLE X – MISCELLANEOUS PROVISIONS 9

 Section 10.1 - Captions 9

 Section 10.2 - Effective Date 10

 Section 10.3 - Homeowners Association 10

 Section 10.4 - Gender 10

 Section 10.5 - Invalidity..... 10

SCHEDULE A-1 – DESCRIPTION OF STONE CREEK 11

SCHEDULE A-2 – DRAWING OF THE LOTS IN STONE CREEK..... 12

SCHEDULE A-3 – EASEMENT FOR MONUMENT SIGNAGE ON LOT 38 13



**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONE CREEK**

**ARTICLE I
SUBMISSION OF PROPERTY**

JRK Group, LLC, whose address is *P.O. Box 1987, Palmer, Alaska 99645*, ("**Declarant**"), owner in fee simple of the real estate more particularly described in **Schedule A-1** and located in the Palmer Recording District, Third Judicial District, State of Alaska, hereby declares that all the property described in **Schedule A-1** shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE II
DEFINITIONS**

The following words and phrases shall have the following meanings:

Section 2.1 - Declarant. **JRK GROUP, LLC** and its successors and assigns.

Section 2.2 - Declaration. This document, including any amendments thereto. Any attachment, schedule or certification accompanying the Declaration is a part of the Declaration.

Section 2.3 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the Lots, including but not limited to, trees and shrubbery planted by the Declarant or individual Lot Owners.

Section 2.4 - Lot. A platted Lot as identified in **Schedule A-1**, as amended from time to time.

Section 2.5 - Lot Owner. The Declarant or other Person who owns a Lot within the property identified in **Schedule A-1**. Lot Owner does not include a Person having an interest in a Lot solely as security for an obligation.

Section 2.6 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.



Section 2.7 - Property. The land described in **Schedule A-1**, all Improvements, rights and appurtenances, which have been submitted to the provisions of the Declaration.

ARTICLE III
DESCRIPTION OF REAL ESTATE IN STONE CREEK;
ADDITIONAL PROPERTY THAT MAY BE ADDED TO STONE CREEK; AND EASEMENT FOR
SIGNAGE

Section 3.1 - Real Estate. The Property is located in the Palmer Recording District, Third Judicial District, State of Alaska and the legal description is described in **Schedule A-1**.

Section 3.2 - Additional Property May be Added to Stone Creek. Declarant shall have the right, in its absolute and sole discretion, to add property to Stone Creek, which property is described in **Schedule A-1** as “*Additional Property That May Be Added to Stone Creek*”. When such property is added to Stone Creek, it shall be subject to and restricted by the covenants and restrictions of the Declaration.

Section 3.3 - Easement for Signage. An easement for ingress and egress, for the construction, placement, repair, and replacement of the monument signage, is reserved for the benefit of the Lot Owners on, over, and across **Lot 38**. Such easement is depicted in **Schedule A-3** attached hereto. At such time as the Declarant no longer owns any Lot or has any construction project remaining in the Property, the Lot Owners may terminate this easement by amendment to the Declaration which amendment has been voted on or agreed to by sixty-seven percent (67%) of the Lot Owners.

ARTICLE IV
MAINTENANCE AND LANDSCAPING

Section 4.1 - Maintenance. Each Lot Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her Lot, including but not limited to, any structures, driveways, or other Improvements within the Lot.

Structures, Improvements, and appurtenances shall be maintained at all times in a workmanlike manner in substantially the same condition as when first constructed. No Improvement shall be permitted to fall into disrepair or to become unsightly. Maintenance of Improvements and fences shall be done before there is noticeable fading, cracking, blistering or loss of finish on any surface.

The Lot Owner shall remove, at its own expense, any rubbish of any character whatsoever which may accumulate on the Lot.

Section 4.2 - Landscaping and Clearcutting. All Lots shall be landscaped. Lawns shall be seeded beginning the first full growing season after commencement of construction. No excavation, grading, trenching, clearing, cutting, filling, building or disturbance to the soil any sort shall be made to the topography of any Lot that causes a change in the drainage. No Lot Owner shall be permitted to clear standing trees of size and beauty from a Lot except as

H4017-17\DEC9

Page 2



approved by Declarant in accordance with **Article V** or except as may be necessary to create space to provide for construction. Trees may be thinned, so long as the maximum natural beauty and aesthetic value provide by trees is retained.

Section 4.3 - Fire Protection Measures. To reduce the likelihood of wildfire, it is recommended that all Lot Owners should take the following steps:

- (a) Remove leaves, needles and other combustibles from roofs, gutters and underneath decks at least every spring.
- (b) From June 15 to October 15 annually, ensure there are no piles of brush, tree trimmings, wood scraps or other combustibles anywhere on the Lot.
- (c) Trees over twenty feet (20') in height shall be trimmed of branches less than six feet (6') from the ground, to prevent such branches acting as a ladder carrying fire into the crown of a tree.
- (d) Do not store combustible materials under decks.

ARTICLE V DESIGN RESTRICTIONS

Section 5.1 - Declarant Reserved Rights Regarding Design Restrictions. The Declarant shall be the initial and sole authority regarding design and architectural restrictions until such time as the Declarant no longer owns any Lot or has any construction project remaining in the Property. In order to preserve the value, attractiveness, livability and desirability of Stone Creek, certain subjective qualities must be controlled such as exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed Improvements with topography of Stone Creek. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual Lot Owners. Therefore, the Declarant shall review these subjective aspects of proposed Improvements, as generally described above, and shall use his judgment to determine whether or not said Improvements are consistent with the value, attractiveness, livability and desirability of Stone Creek. The Declarant may in his sole and absolute discretion, withhold or condition his approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The Declarant may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the Declarant shall not relieve the Lot Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration.

Section 5.2 - Types of Structures and Size Restrictions. Lots are restricted to the types and numbers of structures as set forth in this section.



- (a) *Dwelling.* Lots are restricted to one (1) single family dwelling (“Dwelling”) with a minimum living area of eighty hundred sixty square feet (860 sq. ft.) and an attached garage.
- (b) *Dwelling Exterior.* Each Dwelling shall have finish siding. At least one side of the Dwelling shall be finished with siding which is of a grade superior than T1-11.
- (c) *Setbacks.* Dwellings and structures shall conform to all State of Alaska and Matanuska Susitna Borough setback requirements.
- (d) *Outbuildings.* In accordance with the requirements of this paragraph (d), two (2) outbuildings are permitted per Lot.
 - i. Outbuildings shall be defined as detached garages, sheds, greenhouses, garden or tool sheds, doghouses/dog pens or similar such structures. Quonset huts, trailers, lean-tos, tents, shacks, or other such structures are prohibited.
 - ii. The outbuildings may be in the side or rear yard and shall not be further forward on the Lot than the front of the Dwelling.
 - iii. The exterior of sheds or garages, including the structure, color and architectural appearance shall complement the structure and architectural appearance of the Dwelling.
 - iv. Outbuildings shall not exceed one (1) story in height.
 - v. Outbuildings shall not exceed four hundred forty square feet (440 sq. ft.) in area.
- (e) *Temporary Structures.* Except for temporary storage for equipment and material during the construction period, no structure of a temporary character be used on any Lot.
- (f) *Retaining walls.* Lot Owners may install retaining walls on their Lots.
- (g) *Fences, Gates, or Similar Structures.* Fences, gates, and associated structures are restricted to six feet (6') in height.
- (h) *Sight Distances at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within ten feet (10') of the property line extending back twenty-five feet (25') from the corner. No foliage shall be permitted to remain within such distances of such intersections



unless the foliage line is continuously maintained at a height that does not obstruct sight lines.

- (i) *Driveways.* A driveway which shall be either paved or surfaced in D-1 rock, or ¾ minus gravel.
- (j) *Wind Energy Systems.* Wind turbines, wind towers, wind turbine generators or other wind energy systems (collectively referred to as “Wind Energy Systems”) are prohibited from being installed in the front yard; and may be installed only in the rear yard or on the Dwelling roof. Wind Energy Systems installed in the rear yard shall not exceed twenty feet (20’) in height measured from the ground. Wind Energy Systems installed on the Dwelling roof shall not protrude beyond six feet (6’) above the roof line of the Dwelling.

The installation of the wiring for Wind Energy Systems shall be completed in a professional workmanlike manner by a licensed, bonded, and insured installer. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed wiring on the exterior of the Dwelling. No loose or sagging wiring is permitted. Exposed wiring shall be painted to match siding color of the building.

Installation shall comply with reasonable safety standards and may not interfere with cable, telephone, or electrical systems of neighboring Dwellings.

No Wind Energy System on the roof shall be permitted to fall into disrepair or to become unsightly.

Section 5.3 - Sewage. No individual sewage or septic disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation and/or Matanuska-Susitna Borough and/or State Alaska Department of Health or any other authority that may have jurisdiction at the time of installation of such system.

Section 5.4 - Drainage. The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales or storm drains is not permitted. No structures, plantings or other materials shall be placed or permitted to remain which may damage, interfere with or significantly change the direction of flow of drainage channels.

ARTICLE VI RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 6.1 - Use and Occupancy Restrictions. Each Lot is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. A single-family residence is



defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area.

Section 6.2 - Bed and Breakfasts, Hotels, Motels Are Prohibited. No Lot may be used for bed and breakfast, transient, hotel or motel purposes.

Section 6.3 - Rental. Dwellings may be rented by the Lot Owner, provided that the Lot Owner ensures that the tenants comply fully with each and every relevant restriction, in the same manner as if said tenants were the record Lot Owners of the Lot.

Section 6.4 - Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Lot Owners of his respective Lot.

Section 6.5 - Inoperable Vehicles. No inoperable vehicle shall be parked upon any Lot or easement adjacent to any Lot in the Property. A vehicle temporarily inoperable and held for repair by the Lot Owner or under the Lot Owner's direction for a period not to exceed sixty (60) days (subject to availability of parts) shall not be considered a violation of this provision.

Section 6.6 - Pets. Lot Owners may maintain pets on their Lots of the following types: domestic cats, domestic dogs, domestic birds (not poultry or fowl), gerbils, rodents, reptiles, and fish. No other animals may be kept as pets.

- (a) Birds must be kept in bird cages. Gerbils, rodents, and reptiles must be kept in terrariums or cages. Fish must be kept in aquariums or tanks.
- (b) No more than two (2) dogs are permitted per Lot.
- (c) No more than two (2) cats are permitted per Lot.
- (d) No unreasonable quantity of pets shall be permitted.
- (e) Pets shall not be raised or bred for commercial purposes.
- (f) Lot Owners shall be responsible for keeping their Lots free and clear of pet feces.
- (g) No pets may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity.
- (h) All pets shall be continuously under restraint and kept on a leash when on any portion of the Property except within a Lot.
- (i) No person shall release, without permission of the owner, any animal from restraint, except to preserve the animal's life.



Section 6.7 - Refuse. Refuse, trash, garbage or other waste shall be disposed of only by depositing same in sanitary covered containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for refuse. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

Section 6.8 - Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, gravel pits, quarrying, or mining operations of any kind shall be permitted upon or in the Property nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or within five hundred feet (500') below the surface of such properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property. This provision does not include gravel excavation during the period of the time the Property is undergoing development.

Section 6.9 - Antennae and Satellite Dishes. The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.

- (a) *Acceptable Locations.* Satellite dishes and antennas shall be installed in the following locations (listed in decreasing order of preference):
 - i. Inside the Dwelling;
 - ii. On the Dwelling roof; or
 - iii. Within the yard area. Satellite dishes and antennas shall not encroach beyond the Lot boundary line.
- (b) *Satellite Wiring.* Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the Dwelling. No loose or sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner.
- (c) *Color.* Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match siding color of the Dwelling.
- (d) *Safety and Non-Interference.* Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Lots.



- (e) *Maintenance.* Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

Section 6.10 - Signs. Except for (1) the monument signage; (2) signs as may be used by the Declarant or its sales agents in connection with the development of the Property and sale of the Lot; (3) signs as may be used by a Lot Owner to advertise its sale or lease by him; no other signs or billboards of any kind shall be displayed to the public view on any portion of a Lot.

ARTICLE VII RE-SUBDIVISION OR COMBINING OF LOTS

No Lot shall be subdivided into smaller Lots nor conveyed or encumbered in less than the full, original dimension thereof. Nothing contained herein shall prevent the dedication or conveyance of portions of Lots for additional easements for public utilities nor prevent the combining of contiguous Lots to form larger, combined Lots.

ARTICLE VIII AMENDMENTS

Section 8.1 - General. Except in cases of amendments that may be executed by the Declarant in exercise of his right to add additional property to Stone Creek in accordance with **Article III**, the Declaration may be amended only by vote or agreement of sixty-seven percent (67%) of the Lot Owners. Any such amendment shall be recorded and shall contain the certification therein that the Lot Owners have voted in favor of the same in accordance with the Declaration. Any such amendment shall further be signed by the Lot Owners voting in favor thereof. Neither the Association (if an Association has been formed) nor any Lot Owner may take any action or adopt any rule that will interfere with or diminish any rights afforded the Declarant without the prior written consent of the Declarant, until such time as the Declarant no longer owns any Lot or any security interest in any Lot. Earlier termination of certain rights may occur by statute.

Section 8.2 - Amendments to Add Additional Property. The additional property that may be added to Stone Creek by Declarant and is described in **Schedule A-1**, shall be added to Stone Creek by supplementary amendment to the Declaration containing such modifications of the provisions of the Declaration as may be necessary to reflect the different character, if any, of the addition to Stone Creek. An amendment to the Declaration shall be signed by Declarant and by all the record owners of the additional property being added to Stone Creek, and shall be recorded in the Palmer Recording District, Third Judicial District, State of Alaska. The additional property shall expressly be made subject to the terms and provisions of the Declaration (with any appropriate modifications) as described herein and shall thereafter be deemed to be a part of Stone Creek for the purposes of applicability and function of the Declaration.

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**ARTICLE IX
GENERAL PROVISIONS**

Section 9.1 - Derogation of Laws. All Lot Owners and occupants of Lots and any guests shall comply with all applicable city, borough, state and federal laws and regulations. In case of conflict with said laws and regulations, and the Declaration, the more restrictive of the two shall control. Provided, however that the Declaration shall not be construed to require violation of any applicable law or regulation.

Section 9.2 - Enforcement. The Declaration shall inure to the benefit of and be enforceable by the record Lot Owner or Lot Owners in Stone Creek, and the legal representatives, heirs, successors or assigns of Lot Owners of interests in any such land. Lot Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of the Declaration.

Section 9.3 - Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 9.4 - Term. The covenants and restrictions in the Declaration shall run with and bind the land for a term of thirty-five (35) years, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions in the Declaration shall bind all parties having any right, title or interest in any part thereof, and their heirs, successors and assigns. The Declaration shall inure to the benefit of, and be enforceable by, the record Lot Owner or Lot Owners, including the Declarant, their legal representatives, heirs, successors or assigns.

Section 9.5 - Waiver. A failure by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent to said breach, nor shall such failure give rise to any claim or cause against any Lot Owners or the Declarant.

Section 9.6 - Failure by Lot Owner to Comply. Failure by any Lot Owner to comply with any covenant or restriction herein contained shall give rise to a cause of action by any aggrieved Lot Owner for the recovery of damages or for injunctive relief or both.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

Section 10.1 - Captions. The captions contained in the Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration, nor the intent of any provision thereof.



Section 10.2 - Effective Date. The Declaration shall take effect upon recording.

Section 10.3 - Homeowners Association. As of the date of recordation of the Declaration, a Homeowners Association has not been formed. Lot Owners may form a Homeowners Association for the use and benefit of the individual Lot Owners, upon a vote or agreement of at least sixty percent (60%) of owners of the Lots within Stone Creek.

Section 10.4 - Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 10.5 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed, this 11 day of February, 2016.

DECLARANT: JRK GROUP, LLC

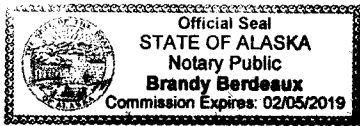
By: Jess Hall
Jess Hall

Its: Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of February, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **JESS HALL**, to me known and known to me to be the **MANAGER** of **JRK GROUP, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

WITNESS my hand and notary seal the day and year first hereinabove written.



Brandy Berdesaux
Notary Public in and for Alaska
My commission expires: 2/5/2019



SCHEDULE A-1
DESCRIPTION OF STONE CREEK

PROPERTY IN STONE CREEK

Lots 1-16 and Lots 28-43, Block 5; and Lots 48-52, Block 4, according to the official plat thereof, Plat No. 2016-3, records of the Palmer Recording District, Third Judicial District, State of Alaska.

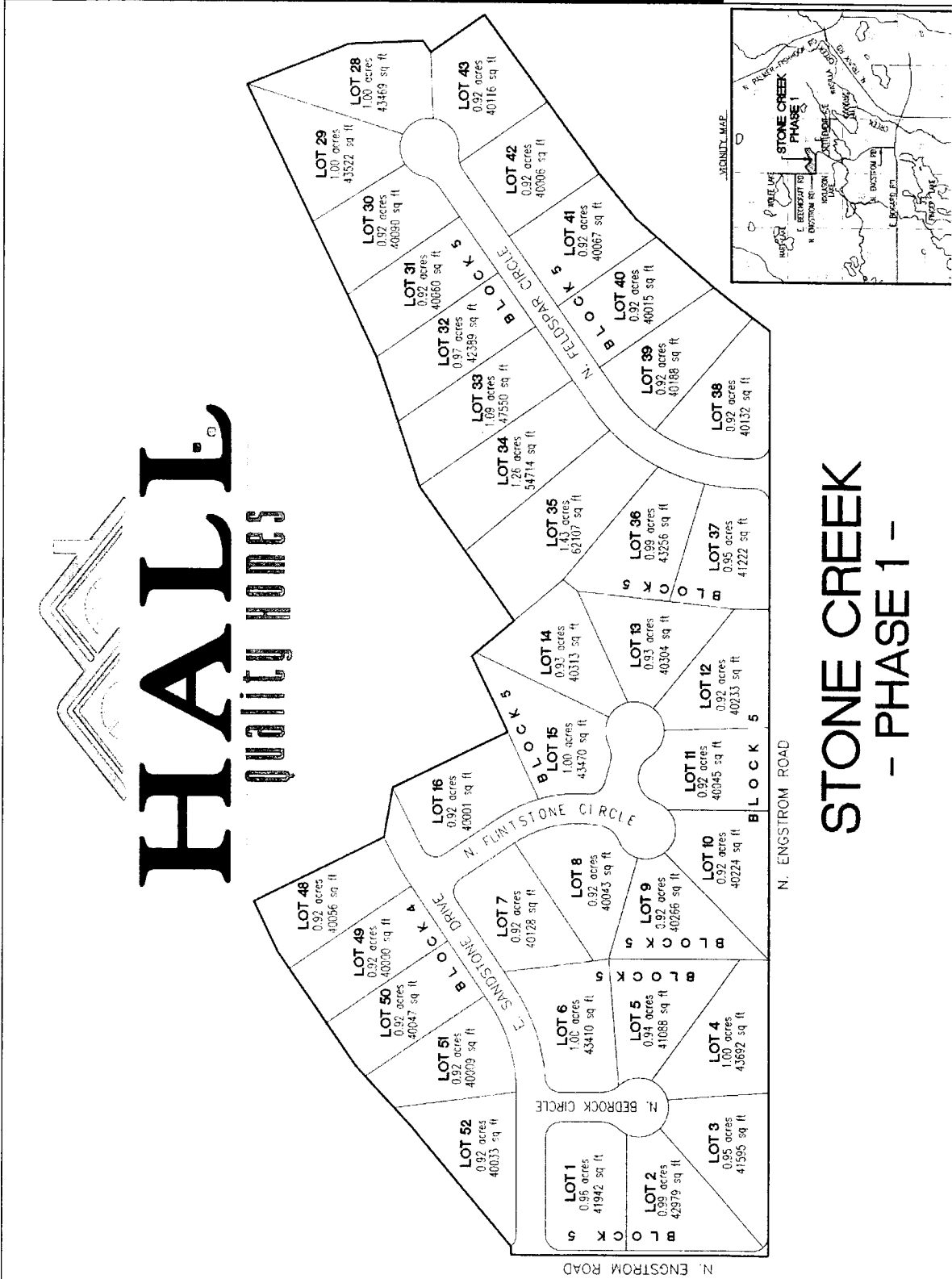
PROPERTY NOT IN STONE CREEK: ADDITIONAL PROPERTY
THAT MAY BE ADDED TO STONE CREEK

Tract A, According to the official plat thereof, Plat No. 2016-3, records of the Palmer Recording District, Third Judicial District, State of Alaska.



**SCHEDULE A-2
DRAWING OF THE LOTS IN STONE CREEK**

HALL
QUALITY HOMES



H4017-17\DEC9

Page 12



15 of 16
2016-002655-0

**SCHEDULE A-3
EASEMENT FOR MONUMENT SIGNAGE ON LOT 38**

