

INDENTURE OF PROTECTIVE COVENANTS

GOOSE CREEK RECREATIONAL AREA

THIS INDENTURE made this 5 day of OCTOBER, 19 83, by Chugach Properties, an Alaska Partnership, hereinafter Chugach Properties, which is the owner of the following described real property, for the purpose of submitting such real property to the following restrictive covenants which shall run with the land in accordance with the terms of this Indenture:

GOOSE CREEK RECREATIONAL AREA SUBDIVISION
PLAT #83-226

This Indenture and the covenants established hereunder may be extended by Chugach Properties to encompass additions to Goose Creek Recreational Area by the simple recording of a notice to that effect when such additions are platted.

ARTICLE I
BUILDING AND USE RESTRICTIONS

1. Land Use and Building Type. No lot shall be used except for recreational purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed one and one-half stories in height; however, one (1) auxiliary structure, the exterior of which must be finished and in harmony with the dwelling, will be allowed as a horse stable or storage structure.

2. Building locations. All buildings shall be located in conformity with the following:

- a) No building shall be located on any lot nearer than two hundred feet from the ordinary high water mark of Goose Creek; excepting lots 3, 4, 5, 6, Blk 1, which shall be one hundred (100) feet; fifteen (15) feet from any side lot line; and twenty-five (25) feet from all public access easements.

3. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no buildings, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements. The easement areas within a lot and any improvements in it, except for those improvements which a public authority or utility company is responsible, are to be continuously maintained by the owner of such lot unless otherwise provided for by Article II, Section 7 of this Indenture.

4. Trees. No owner or builder shall be permitted to completely clear a lot on which standing trees of significant size exist. Space may be cleared to provide for construction and trees may be thinned so long as the natural beauty and aesthetic value of the trees and lot is retained.

5. Nuisances. No obnoxious 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 adjoining lot owners or the neighborhood generally. No firearms shall be discharged within the subdivision except in lawful defense of life, limb or property. Paddock and stable areas shall at all times be kept clean and free from offensive odors. No trash cans, garbage cans, trash barrels, boxes or other refuse containers shall be placed or maintained on or along either side or front of any lot, with the exception of that waiting refuse pickup, which shall be accomplished on the same day that refuse is so placed. No burning of trash, garbage, refuse or any other waste shall be permitted upon the front or sides of any lot at any time, and such burning on the rear of any such lot shall be permitted only in accordance with the appropriate health and safety laws of the State of Alaska, Matanuska-Susitna Borough and Fire Service Area #2, if applicable, or other governmental entity empowered to control such activity.

6. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than a square foot in area, one sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a builder or agent to advertise the lot during the construction and original sales period.

7. Livestock and Pets. Horses shall be permitted within the subdivision; however, extreme care shall be exercised by the individual owner to assure that no nuisance is allowed to exist. Not more than one (1) horse shall be permitted to be stabled on any lot. An attractive stable and paddock shall be provided in conformity with the provisions of paragraph 1 above. No animals that are normally wild in their natural state shall be kept as pets. No other animals, sled dogs, other livestock or poultry of any kind whatsoever shall be raised, bred or kept on any lot, except that domestic dogs and cats or other normal household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No vicious dogs, as defined in the ordinances of the Matanuska-Susitna Borough shall be kept on any lot.

8. Utilities. All on-site water and septic systems shall be approved by the Alaska Department of Environmental Conservation.

9. Outside Storage. No outside storage of inoperable vehicles, construction equipment, machinery or other large objects deemed unsightly by Chugach Properties shall be permitted on any lot or on the streets in the subdivision at any time, except that construction equipment may be temporarily left on a lot during the course of construction of a single family dwelling on that lot.

10. Term. This indenture and the covenants established hereunder are to run with the land and shall be binding upon, and inure to the benefit of, all parties hereto, and all persons claiming under them for a period of twenty (20) years from the date this Indenture is recorded, after which time this Indenture and such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by - 754 - of the then owners of the lots in the subdivision is recorded agreeing to terminate this Indenture or amend the covenants in whole or in part.

11. Enforcement. Enforcement of this Indenture and the covenants established hereunder shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenants either to restrain them from doing so or to recover damages for any such violation.

12. Relationship to Zoning and Other Governmental Land Use Controls Standing. This Indenture and the covenants established hereunder shall be concurrent with municipal, state and federal land use controls, whether in the form of zoning, health regulations, nuisance regulations or other form. The Matanuska-Susitna Borough, its successors, Chugach Properties, and any owner of any lot in the subdivision, shall have standing to enforce this Indenture and the covenants established hereunder. Likewise, such parties shall have a standing to enforce any such governmental land use controls as if they were fully set out in this Indenture

ARTICLE II
GENERAL PROVISIONS

1. Severability. This Indenture and the several provisions hereunder shall be severable and invalidation of any one of such provisions by Judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. Rights and Obligations. Each grantee of Chugach Properties by the acceptance of a deed to a lot and each purchaser under any contract for such deed of conveyance accepts the same subject to this Indenture and the covenants established hereunder and the jurisdiction, rights and powers created or reserved by this Indenture as though the provisions of the Indenture were recited and stipulated at length in each and every such deed of conveyance or contract.

3. Captions. The captions herein are inserted only for convenience and for reference, and in no way modify, limit or describe the meaning or scope of this Indenture.

4. Waiver. No covenant, restriction or provision contained in this Indenture shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number or duration of violations or breaches thereof which may have occurred.

5. Conflict. If any provision of this Indenture shall conflict with the provisions of Alaska Statutes, or Borough Ordinances, the provisions of such statutes and ordinances shall control.

6. Effective Date. This declaration shall take effect upon recording.

7. Alterations, Changes or Removals. If in the event any lot owner in the Goose Creek Recreational Area chooses to alter, change or remove any part of this Indenture, he or she must obtain approval in writing from 75% of all current lot owners. In order for said alteration, change or removal to become part of this Indenture, said alteration, change or removal must be recorded along with the signatures of 75% of current lot owners in the Goose Creek Recreational Area, in the Palmer Recording District, Third Judicial District, State of Alaska.

CHUGACH PROPERTIES

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Jeffery B. Brown
Jeffery B. Brown

RECORDED BY
PALMER DISTRICT

Gregory A. Tigner
Gregory A. Tigner

OCT 25 10 24 AM '83

RECORDED
ADDRESS MATANUSKA-SUSITNA BOROUGH
PALMER, ALASKA 99543

224443

*Seems to be submitted before me
this 5th day of October, 1983*

*L. Lawrence A. Danneberg
Notary Public for the State of
Alaska, Matanuska-Susitna Borough*