

**COVENANTS, CONDITIONS & RESTRICTIONS  
OF  
PRESTON HILLS SUBDIVISION**

**Plat #2007-\_\_\_\_\_**

**I. PURPOSE**

- A. Whereas, the undersigned are the owner(s) of all properties comprising Preston Hills Subdivision located in the Palmer Recording District, State of Alaska.
- B. Whereas, the undersigned desires to protect the development of subject properties as a desirable, scenic and compatible residential development for the benefit of present and future property owners, to protect the property values of the lots herein, to place on the designated lots covenants regarding the use and improvement of these properties and to provide protection running with the land to all future owners.
- C. Now therefore, the undersigned does hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use of and improvements to the herein specified properties.

**II. APPLICATION**

**A. General applicability**

- 1. The covenants, conditions and restrictions set forth herein apply to 76 lots specific to Preston Hills Subdivision.

**B. Effective date**

- 1. The covenants, conditions and restrictions set forth herein shall take effect upon recording of this document and of the plat for Preston Hills Subdivision.

### III. COVENANTS

#### A. Land Use and Building Type

1. The main dwelling shall be designed and used for single family residential purposes only not to exceed two and one-half stories in height and a private attached or detached garage for not more than four (4) cars. No dwelling shall be erected, altered, placed or permitted to remain on any lot which is for purposes other than single family residential. Multi-family, assisted living, group homes or other commercial use is not allowed. A mother-in law apartment over the garage is allowed so long as it does not violate any other condition of these covenants. Exterior stairs may not be visible from the main access street.

#### B. Dwelling Size

1. The main dwelling shall be at least 1200 square feet for one story or 1600 square feet for two or more stories of total living area and shall cover at least 1200 square feet of the ground floor exclusive of open porches and garages. Each dwelling shall have at least an attached two-car garage. The main dwelling must be at least 75% completed including siding, prior to construction of any structure not attached to the main dwelling.

#### C. Dwelling Quality

1. Dwellings and other structures not attached to the main dwelling, built upon any lot, shall be constructed to the standards of the most current edition of the Uniform Building Code or the standards of the comparable State building codes, whichever is least restrictive. If local building codes are enacted, buildings shall meet minimum requirements established therein. Materials and workmanship shall be of good quality. Buildings shall be permanent, fixed construction. No dwelling or detached structure exterior shall remain unfinished, once begun, for a period exceeding 8 months. Non-permanent materials such as tar paper, roofing paper, celotex or nu-wood shall not be used as exterior construction materials or siding. Any structure or building that faces a street and structures that face two streets (corner lots) must be faced with lap siding, vinyl or other quality siding material. T-111 or siding with T-111 appearance, will be permitted for siding only on exterior walls not exposed to a street. Exterior colors restricted to "earth tones" as determined by the Architectural Control Committee. The exterior colors must be

approved by the committee prior to application of the paint. In the absence of a formal Architectural Control Committee, individual lot owner is to meet this requirement still.

2. Structures not attached to the main dwelling (detached), such as a garage or storage building will be constructed using the same codes, workmanship and materials as the main dwelling and of a similar exterior design. Detached structures shall be aesthetically similar to the main dwelling and shall be promptly finished within 8 months once begun and shall not be left in a partially finished condition. Detached structures shall be at least 200 square feet but not larger than 1600 square feet with an eave height of not more than 14 feet. Their use will be limited to personal use by the lot owner, commercial use is not permitted. Each lot may have a maximum of two detached structures, one not larger than 400 square feet and one not larger than 1600 square feet in size.

#### D. Building Location

1. No dwelling or structure shall be located on any lot nearer than 15 feet from any side or rear lot line, 25 feet from any public right-of-way and not nearer than 75 feet from the access street. On corner lots the dwelling or structure shall not be located nearer than 25 feet from any public right-of-way and a minimum of 75 feet from the street used for access.
2. Structures not attached to the main dwelling such as a garage shall not be located on any lot nearer than 15 feet from any side or rear lot line and 25 feet from any public right-of-way.
3. All detached structures will be built to the rear or side of the main dwelling, away from the main access street as to not detract from the aesthetics of the subdivision.

#### E. Lot Usage

1. All lots shall be used for residential purposes only and shall not interfere in any manner with the residential use of other lots in the subdivision. Gravel, soils, and/or other natural materials may not be removed or used from any lot within the subdivision, except for permitted residential development on the same lot. Resource extraction is not allowed. Natural vegetation and contours of any lot shall not be disturbed except as reasonably necessary for the aesthetic development of the property. No easements or right-of-

way shall be granted through any lot which might access adjacent properties or roads into the subdivision.

2. Storage of motor homes, travel trailers, boats, snow machines and other similar recreational vehicles may be stored while not in actual usage only so long as such on-site storage is not visible from a street.
3. No automobile whether inoperative or not may be parked on the street unless it is there on a temporary basis between regular usage. Regular usage shall mean at least once every seventy-two (72) hours. No work of any kind including tune ups, oil changes or any other minor maintenance may be performed on a car while in view of the street whether or not it is in the street or on a lot. No inoperable vehicles may be stored on the street or on a Lot.

#### F. Resubdivision of Lots

1. The Lots herein described may not be reduced in size. Lots can be combined to make larger lot size per MSB approval.

#### G. Business or Commercial Activity

1. No business or commercial activity shall be maintained or conducted on any lot provided, however, that professional and administrative activities may be carried on within residences on lots so long as there exists no external evidence thereof, except as provided under Paragraph N, and no violation of existing zoning ordinances occurs.

#### H. Temporary Structures

1. No structures of a temporary nature, and specifically no trailer, tent, shack, mobile home, outhouse, lean-to, manufactured modular, "to be moved", or Quonset type building shall be permitted.

#### I. Fences

1. All fences must be built in a professional manner and properly maintained. Wood fences must be built of finished material. Chain link fence shall not be permitted along the main access street. Neither barbed wire, rough cut lumber or welded wire fencing is permitted. Fences shall in no event be higher than 6 feet from ground level along the main access street and not higher than 8 feet along the side or rear lot lines. Fences shall be constructed so as to not detract from the aesthetic character of the subdivision.

## **J. Animals**

- 1. No animals, livestock or poultry of any kind may be kept upon the property, except each lot shall be allowed a maximum of three (3) dogs and three (3) cats or other household pets. However, dogs such as Pit Bulls, Rottweilers, Wolves and Wolf Hybrids specifically shall not be allowed.**
- 2. No animals of any kind may be raised, bred or kept on any lot for commercial purposes. Sled dogs or dog teams may not be kept on any lot within the subdivision.**
- 3. No vicious animal(s) may be kept on any lot or premises, as may be defined by any MSB ordinance.**
- 4. All animals must be confined to the premises at all times except when under direct control of the owner. Kennels shall be located near the dwelling in a place not visible from any street.**
- 5. No animal may be kept that violates the reasonable expectation of the other subdivision lot owners to peace, quiet and that a sanitary environment is maintained, so that no other owners of lots within the subdivision are subjected to unsightly premises, noises or odors.**
- 6. Animal waste must be properly disposed of so as not to cause odor, contamination, unsightliness or create a nuisance.**

## **K. Garbage**

- 1. Trash, garbage, or other waste shall be disposed of only by depositing the same into designated trash containers. No lot shall be used or maintained as a dumping ground for refuse or waste materials. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Any refuse containers shall be kept out of sight from the street except for scheduled collections.**

## **L. Nuisances**

- 1. No noxious, unsightly, illegal or offensive activity may be carried on upon any lot. Specifically prohibited are:
  - a. Parking of junk cars or partially dismantled vehicles.****

- b. The storage of vehicles or parts of vehicles where they may be viewed from public or private property.
- c. The storage of materials, in excess of the amount needed for construction in the process of building on the premises is prohibited, including materials such as scrap metal, building supplies and wood other than for heating.
- d. Uses creating noises, smells, smoke, vibrations, or excessive light off the property which interferes with the reasonable expectations of peace and quiet enjoyment of other lot owners.

#### M. Landscaping

1. Lot owners shall landscape any portion of the lot disturbed during the construction process within one (1) year after beginning construction.
2. To maintain the scenic and aesthetic value of the subdivision, standing trees shall not be cut on any lot nearer than 15 feet from any road or street and not closer than 15 feet from any side or rear property line.
3. Clear cutting of trees is prohibited. Clearing trees will be kept at a minimum and confined to building structure area to maintain the aesthetic value of the subdivision. Dead or hazardous trees can and should be removed and a defensible fire space around structures should be maintained to comply with all regulatory codes.

#### N. External Antenna or Satellite Dishes

1. Each lot owner may install a standard television antenna, "Ham Radio" type antenna or satellite dish, which shall not exceed a total height of 6 feet above the dwelling or detached structure roof line. Satellite dishes, not more than 4 feet in diameter, must be discretely located either to the side or rear of any structures to least impact the scenic and esthetic character of the subdivision.

#### O. On-site Water and Sewer

1. No on-site water or sewer system shall be installed on any lot unless such system is designed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

P. Utilities

1. All utilities, to include electrical and telephone, shall be installed in accordance with the requirements of the utility companies and must be placed underground to least impact the scenic and esthetic character of the subdivision. **Exception – overhead line allowed over main road to individual lots, then buried as necessary.**

Q. Driveways

1. Lot owner is responsible for obtaining any driveway permit that may be required by the Mat-Su Borough.

IV. GENERAL PROVISIONS

A. Term

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded. After this time these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by 60% of the owners has been recorded agreeing to change said covenants in whole or part.

B. Amendment

1. This declaration may be amended in whole or part by recording of an instrument signed by not less than 75% of the owners of the lots within the original subdivision boundaries, setting forth the changes. Each lot shall have only one vote, and multiple owners of any one lot must form a unanimous decision in casting their one vote.
2. A dispute, controversy, or claim arising out of, in connection with, or in relation to this Covenant, may be submitted by the Declarant or an aggrieved lot owner to binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

C. Enforcement

1. Enforcement of these covenants may be by proceedings in law or in equity against any person(s) violating or attempting to violate any covenant to restrain or to recover damages. An action may be

brought by the owner or owners of record of any lot in the subdivision.

2. The failure of any lot owner to comply with provisions of the Covenants, or any amendment thereto, will give rise to a cause of action to the Declarant and any aggrieved owner for the recovery of damages, or for injunctive relief, or both. Failure by the Declarant or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### **D. Severability**

1. Invalidation of any one of these covenants by court judgment shall not affect any of the other provisions, which shall remain in full force and effect.
2. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential Subdivision and for the maintenance of standards for the covered property.
3. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

After Recording Return To:

Randy Arnett  
Preston Hills, LLC  
619 E. Ship Creek Ave., #250  
Anchorage, Alaska 99501

R Arnett  
Randall C. Arnett

Melvin W. Tipton  
Melvin W. Tipton

STATE OF ALASKA )  
 )  
THIRD JUDICIAL DISTRICT ) SS.

This is to certify that on the 24<sup>th</sup> day of APRIL, 2007, before me, the undersigned Notary Public, personally appeared Randall C. Arnett, who is known to me to be the person who executed the above and foregoing instrument.

Mary Hansen  
WITNESS my hand and official seal  
My commission expires: MAY 5, 2010



STATE OF California )  
County of Riverside ) SS.

This is to certify that on the 30<sup>th</sup> day of April, 2007, before me, the undersigned Notary Public, personally appeared Melvin W. Tipton, who is known to me to be the person who executed the above and foregoing instrument.



Shelley Abbey  
WITNESS my hand and official seal  
My commission expires: 2/13/09