

## KOPONEN HOMESTEAD COVENANTS

### DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR KOPONEN HOMESTEAD, as restated following Amendment 1 on June 10, 2014 and Amendment 2 on August 5, 2014

THIS DECLARATION of covenants, conditions, and restrictions is made this 15<sup>th</sup> day of October, 2013 by Chena K. Newman, conservator of Niilo E. and Joan F. Koponen, hereinafter referred to as "DECLARANT."

WHEREAS, Declarant is the owner of the following described real property:

Koponen Homestead, according to the plat filed on Oct. 16, 2013 as Plat 2013-92; Covenants recorded as 2013-019018-0 on Oct. 16, 2014; Amendment (No. 1) June 10, 2014 to the covenants filed as 2014-008452-0 on June 24, 2014, and Koponen Homestead Phase 2 Plat filed as 2014-101 on Aug. 28, 2014, which can be found as records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska; and,

WHEREAS, DECLARANT desires to create certain covenants, conditions and restrictions (herein referred to as "covenants") to a) promote the enjoyment of the individual property owners and of the neighborhood community; b) create a high quality residential development; c) enhance the enjoyment and opportunities of a natural setting; d) imbue the community with the homesteading values of cooperation and respect for one's neighbors; e) and promote the health, safety and welfare of the residents.

NOW THEREFORE, Declarant creates, declares and establishes the following covenants, easements, reservations and requirements which shall run with the Property as provided by law and shall be binding on all parties having right or title in said interests or any part thereof and all personas claiming under them, for the benefit and limitation on all present and future owners in such property. The covenants, easements, reservations and requirements hereinafter set forth shall apply to each and every Lot in the Property with the exception of lots 25, 26, 27, 28, Tract B and Tract C.

1. RESIDENCE: Buildings shall not exceed two above-ground levels from the uphill side. Accessory buildings, such as garages or other buildings customarily adjunctory to a place of residence, shall be of a permanent nature with a finished appearance and materials as defined in 3. below.

2. BUILDING LOCATION: Buildings shall be no closer than 25 feet to any lot line, 35 feet from the front lot line, and 25 feet from any trail easements. Building locations must also adhere to the Fairbanks North Star Borough zoning regulations if they are more restrictive than these covenants. Eaves, steps and open porches shall be considered as part of the building.

3. DWELLING QUALITY: All dwellings shall have an energy efficiency equivalent when built of Alaska Five Star or better. Exteriors of each building shall have a finished appearance within two years of start of building. Each building construction will be considered to have commenced when construction of the foundation begins or home site excavation takes place. Good quality aesthetically pleasing exterior finishing materials must be utilized and at no time will T-111 siding, tarpaper, roofing paper, house wrap, celotex or like materials be used for the exterior finish.

4. ACCESS TO LOT: One access driveway shall be permitted for each lot in the subdivision from the subdivision street.

5. WATER RUNOFF: Driveways shall have proper street and lot drainage which shall include an apron if needed to prevent drainage from the driveway onto the subdivision road. If no drainage block is specified in the road design, a minimum of 12" diameter by 20' long corrugated steel or polyethylene (approved for this purpose) culvert shall be installed placed on grade under the driveway. Any damage to the subdivision road occurring during or as a result of the construction or use of a driveway shall be promptly repaired at the driveway owner's expense.

All driveways having water runoff downhill into the subdivision road shall have a crown on the driveway and ditches alongside the driveway to prevent any water from flowing out into the road, causing erosion, deterioration or a safety hazard.

6. SIGHT DISTANCE: Provision shall be made for safe and adequate sight distance on driveways from lots onto the subdivision road.

7. SNOW REMOVAL: Snow removed from driveways shall not be deposited on the subdivision road.

8. PARKING: Each Owner shall provide adequate off-street parking for all vehicles and no vehicle shall be parked on the streets adjacent to the Property except for occasional and discontinuous circumstances like weddings and parties.

9. SEPTIC SYSTEMS: Septic systems will not be placed closer than 50 feet from any lot line without the express written approval of the adjacent property owner. The purpose of this requirement is to assure adequate separations between leach fields and well locations. Any septic system will be designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation with their approval.

10. LOT CLEARING: No more than 50 per cent of any lot may be cleared, with the exception of Lot 14. This applies to the area of timber standing at the time of recordation of the plat. Areas cleared for utility rights-of-way and non-motorized trail easements are exempted from this calculation. Moderate thinning of trees is permitted up to 35%. The

purpose of this provision is to provide for privacy and the quiet enjoyment of the neighborhood while allowing clearing to provide sunlight and viewshed.

No long term berm piles or rubbish heaps shall be permitted.

Trees shall not be removed within 15 feet of a lot line except for driveways, for safe visibility, or for trail maintenance, with the exception of view clearing which shall not constitute more than 50% of that lot line's width. If driveways are within the lot line set-backs, lot owners are encouraged to re-locate set-back distances to the interior adjacent to the driveway to provide vegetative screening.

11. TRAILS AND NATURAL AREAS: It is the intent of Koponen family to provide permanent protection for preservation of an adjacent trail and nature system area of approximately 50 acres, but no guarantee can be given at the time of Koponen Homestead final plat approval. Any trail maintenance or grooming is of a volunteer nature.

12. EASEMENTS: Within trail easements, no structure or material shall be placed or permitted to remain which may interfere with reasonable non-motorized access and travel on the trails. Trail easements may be maintained by the owner of the lot, or by Owner's permission or others including volunteer trail crews. Owner shall not obstruct by omission or refusal, maintenance of trail easements. It is not intended that the easement be cleared other than for the trail surface itself.

Because non-motorized trail use adjacent and within this subdivision is encouraged, trees falling upon such designated trails shall be removed as soon as practical by lot owners or designated persons.

13. NUISANCES: No noxious or offensive noises, smells, or other activity shall be carried out upon any lot, and if a neighbor notifies the responsible offending party that a noise, smell or other activity is offensive, the offender shall cease as soon as possible.

The following shall not constitute a definition or limitation of nuisances, but are specific examples of some nuisances: Lights shining on other properties are a nuisance. Outside storage of equipment, surplus non-functional vehicles is a nuisance. Coal burning stoves and outdoor wood boilers are defined as a nuisance and are thus prohibited.

14. TEMPORARY STRUCTURES: For the first two years of building a habitable dwelling, temporary structures will be permitted for construction activities. Otherwise, outbuildings will not consist of ATCO units, or former or current transportable units.

No trailers or other temporary structures shall be used as a dwelling for more than 3 months.

15. FIREARMS and HUNTING: No firearms may be discharged on any lot in this subdivision. No hunting, including trapping, is permitted within this subdivision.
16. OIL AND MINING OPERATIONS: No commercial oil or gas drilling, oil or gas development operations, or commercial mineral development shall be permitted upon or in any lot.
17. DOGS, LIVESTOCK AND POULTRY: Dogs, hens, horses, and other livestock are permitted if by their noises, smells, or otherwise do not present a nuisance to the neighborhood. No pigs or male goats are allowed beyond a week's stay per year.
18. OFF ROAD RECREATIONAL VEHICLES: No snowmachines, four-wheelers or similar vehicles shall be operated in this subdivision except at posted speeds for occasional travel to and from other destinations, with the exception of those occasionally used to groom ski or recreational trails or for owner's property maintenance.
19. SIGNS: Signs for resident names and street addressing are permitted. No exterior signage is permitted except for lot and residential sales, with the exception of one home business sign per lot not to exceed five square feet and be not more than 8' high, and up to 3 signs not to exceed five square feet stating variations of "no trespassing" "no solicitations" or "private property."
20. SUBDIVISION: No lots may be further subdivided, except for lots 13 and 27.
21. TEMPORARY CUL-DE-SAC: The cul-de-sac at the eastern end of the subdivision was created by mandate of the Fairbanks North Star Borough until such time as the road is extended beyond (if ever). Should the road be extended to parcels beyond Koponen Homestead, the portion of the cul-de-sac that is not part of the 60 foot right of way shall revert to the preferred use of the lot owner on whose property the cul-de-sac is located.
22. All the applicable conditions of the Rural Estates 2 zone contained in Fairbanks North Star Borough Title 18 Zoning Code shall apply to Lots 13 and 14 until such time as those lots are rezoned to Rural Estates 2 zone, noting that the lot size of Lot 14 is grandfathered at less than 80,000 square feet.

#### GENERAL PROVISIONS:

1. TERM. These covenants shall run with the land and shall be binding on all parties for a period of 25 years. At that time, these terms shall automatically be renewed for successive periods of ten years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to a change of said covenants in whole or in part.

2. **MODIFICATION.** Modification of these covenants may be made with written agreement of 75% of lot owners following 30 days notification to all property owners and such modification shall be recorded with the State of Alaska Recorder's office. For the purposes of defining the number of lot owners, a property owner is defined as a single owner of a lot. If more than one person owns a lot, they are entitled to one vote. An owner of multiple lots will have one vote per lot.
3. **SEVERABILITY:** 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.

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