

76-80 GEN

BOOK 124 PAGE 209
Palmer Recording District

DECLARATION OF PROTECTIVE COVENANTS
FOR
KAYANN WILLOW ESTATES - FIRST ADDITION

KAYANN WILLOW COMPANY, hereinafter called "GRANTOR", an Alaskan company, is the owner of all the real property within the subdivision named KAYANN WILLOW ESTATES, in the Palmer Recording District, Third Judicial District, State of Alaska, save and except that portion of such subdivision which has been dedicated to the public for streets and parks, the plat of which was filed under Plat Number 76-80.

GRANTOR hereby makes and declares the following limitations and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon GRANTOR and upon all persons claiming under GRANTOR and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

GENERAL CONDITIONS

1. All restrictive covenants listed and/or contained herein are subject in all instances to compliance with State of Alaska and Matanuska-Susitna Borough health ordinances, restrictions and regulations, zoning regulations, or other established pertinent restrictions.
2. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.
3. GRANTOR reserves the right to subsequently file restrictions of record designating the use classification of each lot or tract of land in said subdivision, or any unit thereof.
4. The GRANTOR, its successors, assignees or duly authorized agent or agents, by recorded instrument, reserve the right to subsequently amend, alter, or change these covenants and any restrictions (and use restrictions) subsequently filed, from time to time by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska, provided, however, that no amendment shall be made which changes the use classification of any lot which has been sold, without prior written consent of the Buyer of said lot.

RESTRICTIONS - PART A

UNIFORM GENERAL REQUIREMENTS

The covenants, conditions and restrictions set forth in Part A are to run with the land and shall remain in full force indefinitely

or as may otherwise be required by the State of Alaska and the Matanuska-Susitna Borough.

A-1. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation. Approval of such system as installed shall be obtained from said authority. No part of a sub-surface sewage disposal system shall be closer than one hundred (100) feet from any body of water or water course.

A-2. No building shall be placed closer than twenty-five (25) feet from the right of way line of any public right of way or closer than ten (10) feet from any side lot line.

A-3. No building shall be placed closer than seventy-five (75) feet from the normal high water mark of the Little Susitna River water course.

A-4. No building may be placed upon any lot such that the elevation of the lowest floor, including a basement, is less than three (3) feet above the highest known water elevation.

A-5. Practicable school bus pick-up is available along King Arthur Drive.

A-6. The State of Alaska Division of Fish and Game and other appropriate governmental agencies shall have the right to enter the area located between the banks of Little Susitna River for the purpose of protecting, aiding, researching, testing, or marking fish within Little Susitna River. These rights shall include the right to make necessary improvements to the stream bed and the steps necessary to change or control the water flow as long as such changes are not damaging to the adjoining properties.

RESTRICTIONS - PART B

MISCELLANEOUS COVENANTS AND RESTRICTIONS

The covenants, conditions, and restrictions set forth in Part B are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded owners of lots in the KAYANN WILLOW ESTATES - FIRST ADDITION has been recorded, agreeing to change said covenants in whole or in part. The purchase of any lot in this subdivision shall constitute an agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

B-1. No mobile homes shall be placed on any lot except to serve as a single family dwelling during the construction of a permanent home, and said mobile home is to be removed upon completion of the permanent dwelling or within eighteen months after start of construction, whichever first occurs.

B-2. The owner shall not be permitted to completely clear a lot on which standing trees of size and beauty 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 natural foliage is retained.

B-3. No noxious 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 neighborhood.

B-4. No animals, sled dogs, or livestock of any kind shall be raised, bred or kept on any lot, except that household pets and horses may be kept provided that they are not kept, bred, or maintained for any commercial purposes, or in such numbers as to constitute a nuisance.

B-5. No lot shall be used or maintained as a storage or dumping ground for junk, rubbish, trash, garbage, or other waste.

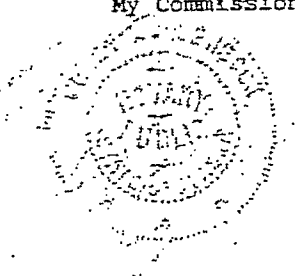
B-6. No inoperable vehicle shall be parked or maintained upon any lot or within any street or alley or easement, adjacent to any lot in the subdivision. A vehicle temporarily parked for repair by the owner or under the owner's directions, for a period of not to exceed thirty (30) days (subject to the availability of parts) shall shall not be considered a violation of this provision.

IN WITNESS WHEREOF, this declaration of protective covenants is made and executed this 28th day of July, 1976.

BY George L. Benesch
George L. Benesch, Partner
KAYANN WILLOW COMPANY

Subscribed and sworn to before me
this 10th day of ~~July~~ ^{August}, 1976.

Robert C. Benesch
My Commission Expires July 24 1980



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PALMER REC.
DISTRICT

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REQUESTED BY _____

ADDRESS
MATANUSKA-SUSITNA BOROUGH INC.
BOX 8
PALMER, ALASKA 99645

754990

Declaration of Protective Covenants

FOR

KAYANN WILLOW ESTATES

KAYANN CORPORATION, hereinafter called "GRANTOR", an Alaskan corporation, is the owner of all that real property within the subdivision named KAYANN WILLOW ESTATES, in the Palmer Recording District, Third Judicial District, State of Alaska, save and except that portion of such subdivision which has been dedicated to the public for streets and parks, the plat of which was filed under Plat Number 75-57.

GRANTOR hereby makes and declares the following limitations and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon GRANTOR and upon all persons claiming under GRANTOR and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

GENERAL CONDITIONS

1. All restrictive covenants listed and/or contained herein are subject in all instances to compliance with State of Alaska and Matanuska-Susitna Borough health ordinances, restrictions and regulations, zoning regulations, or other established pertinent restrictions.
2. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.
3. GRANTOR reserves the right to subsequently file restrictions of record designating the use classification of each lot or tract of land in said subdivision, or any unit thereof.
4. The GRANTOR, its successors, assignees or duly authorized agent or agents, by recorded instrument, reserve the right to subsequently amend, alter, or change these covenants and any restrictions (and use restrictions) subsequently filed, from time to time by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska, provided, however, that no amendment shall be made which changes the use classification of any lot which has been sold, without prior written consent of the Buyer of said lot.

RESTRICTIONS - PART A

UNIFORM GENERAL REQUIREMENTS

The covenants, conditions and restrictions set forth in Part A are to run with the land and shall remain in full force indefinitely or as may otherwise be required by the State of Alaska and the Matanuska-Susitna Borough.

A-1. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation. Approval of such system as installed shall be obtained from said authority. No part of a sub-surface sewage disposal system shall be closer than one hundred (100) feet from any body of water or water course.

A-2. No building shall be placed closer than twenty-five (25) feet from the right of way line of any public right of way or closer than ten (10) feet from any side lot line.

A-3. No building shall be placed closer than seventy-five (75) feet from the normal high water mark of the Little Susitna River water course.

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A-6. The State of Alaska Division of Fish and Game and other appropriate governmental agencies shall have the right to enter the area located between the banks of Little Susitna River for the purpose of protecting, aiding, researching, testing, or marking fish within Little Susitna River. These rights shall include the right to make necessary improvements to the stream bed and the steps necessary to change or control the water flow as long as such changes are not damaging to the adjoining properties.

RESTRICTIONS - PART B

MISCELLANEOUS COVENANTS AND RESTRICTIONS

The covenants, conditions, and restrictions set forth in Part B are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded,

after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded owners of lots in the KAYANN WILLOW ESTATES Subdivision has been recorded, agreeing to change said covenants in whole or in part. The purchase of any lot in this subdivision shall constitute an agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

B-1. No mobile homes shall be placed on any lot except to serve as a single family dwelling during the construction of a permanent home, and said mobile home is to be removed upon completion of the permanent dwelling or within eighteen months after start of construction, whichever first occurs.

B-2. The owner shall not be permitted to completely clear a lot on which standing trees of size and beauty 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 natural foliage is retained.

B-3. No noxious 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 neighborhood.

B-4. No animals, sled dogs, or livestock of any kind shall be raised, bred or kept on any lot, except that household pets and horses may be kept provided that they are not kept, bred, or maintained for any commercial purposes, or in such numbers as to constitute a nuisance.

B-5. No lot shall be used or maintained as a storage or dumping ground for junk, rubbish, trash, garbage, or other waste.

B-6. No inoperable vehicle shall be parked or maintained upon any lot or within any street or alley or easement, adjacent to any lot in the subdivision. A vehicle temporarily parked for repair by the owner or under the owner's directions, for a period of not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision.

IN WITNESS WHEREOF, this declaration of protective covenants is made and executed this 18th day of November, 1975.

Subscribed and sworn before me
this 26th day of November, 1975
[Signature]
Notary Public for State of Ak.

BY *[Signature]*
George L. Benesch, President
KAYANN CORPORATION

My Commission Exp: 10-23-78

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MATANUSKA-SUSILNA RECORDING DISTRICT
PALMER, ALASKA 99545