

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TARA ESTATES**

PART A: PREAMBLE

NOW THEREFORE, Equivest Mortgage Income Trust, Inc. and PENSCO Trust Company FBO Ronald E. Greisen IRA, does hereby establish and file for records the following protective covenants regarding the use and or improvements of the property described as follows: All lots and tracts in Tara Estates exclusive of Lot 1 Block 1, Lot 5 Block 2 and Lot 2 Block 3, according to the official Plat thereof, filed under Plat Number 2008-78, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

PART B: AREA OF APPLICATION

B-1: FULLY PROTECTED RESIDENTIAL/RECREATIONAL AREA: The Covenants in Part C in their entirety shall apply to all lots listed in the preamble.

PART C: LAND USE AND BUILDING TYPE: Lots shall be used for Single Family residential or recreational uses only. It is further understood that the keeping of partially dismantled vehicles and junked cars on the premises is prohibited. All sewage disposal systems of whatever kind shall be constructed and maintained in accordance with the standard as promulgated by the Alaska Department of Environmental Conservation and shall be located a minimum distance of one hundred (100) feet from any water course. Further, no fence or wall shall be erected or placed on any lot which will impede the natural view of any mountains by the adjacent land owners.

C-2: DWELLING QUALITY AND SIZE: It is the intention and purpose of this covenant to assure that all new dwellings are of good quality workmanship and materials. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 700 square feet for a primary residence. All outbuildings, garages and storage buildings shall be of the same quality and workmanship as the residential dwelling. The permanent residence erected on any lot shall not have its exterior remain in an unfinished state for more than one year from commencing construction on that residence.

C-3: ACCESS: Driveways to lots from any dedicated road in this subdivision must have culverts installed where the driveway crosses the drainage ditch which parallels the road. The culvert must be a standard metal culvert placed in the drainage ditch and covered a minimum depth sufficient to allow natural drainage to occur; the culvert must have a minimum diameter of

12 inches and be a minimum length to provide that the culvert is greater in length than the width of the driveway.

C-4: LOT SIZE: No lot shall be subdivided into lots smaller than those shown on the Plat of Tara Estates Subdivision, recorded in the Palmer Recording District on September 30, 2008.

C-5: LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. However, a maximum of 2 dogs, cats or other household pets may be kept on any lot.

C-6: TEMPORARY STRUCTURES: No structure of a temporary character, including but not limited to a mobile home, tent, shack, or other structure shall be used as a permanent or temporary residence.

C-7: TREES: No owner shall 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 yard.

C-8: SIGNS: No sign of any kind shall be displayed to the public view on any lot except on sign of not more than four (4) square feet advertising the property for sale or rent and a sign of equal size to show property ownership.

PART D: GENERAL PROVISIONS

D-1: BUILDING LOCATIONS: No buildings shall be located on any lot nearer than twenty five (25) feet from the front lot line, or nearer than twenty (20) feet to the rear lot line, or nearer than ten (10) feet to the side lot lines.

D-2: EASEMENTS: Easements for installation and maintenance of utilities are reserved as shown on the recording plat, or by document of record with the applicable utility company.

D-3: NUISANCES & WASTE: 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. Garbage and trash cans must be completely enclosed and hidden from view. No shooting of firearms shall be permitted.

D-4: PARKING RESTRICTIONS: No moveable objects such as boats, campers, trucks, house trailers, motorcycles or cars shall be left parked on the right-of-way, but shall have a minimum setback from said right-of-way of twenty five (25) feet of their respective parcels.

D-5: TERM: These Codes Covenants and Restrictions shall attach to and run with the land and shall be binding on all parties for a period of twenty five (25) years from the date these Codes Covenants and Restrictions are recorded, after which time said Covenants shall be automatically extended to for successive periods of ten (10) years unless an instrument signed by the majority of the then record owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

DATED this 31st day of October, 2013.

PENSCO Trust Company FBO Ronald E. Greisen IRA

By: *Chris Shanahan*
PENSCO Trust Company
By: Chris Shanahan
Its Authorized Signatory

Its: _____

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
COUNTY OF San Francisco)

ss.

On Oct 31, 2013, before me, Deanna Fong,
a Notary Public, personally appeared ~~JAMES WARD~~ Chris Shanahan, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within
instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(ies), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or
the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Signature *Deanna Fong* (Seal)

Please record in Palmer Recording
District and return to
Law Office of David D. Clark
805 West Fireweed Lane
Anchorage AK 99503

