

PROTECTIVE COVENANTSBACK COUNTRY ESTATES SUBDIVISION

Plat No. 88-45 788-37

Matanuska Susitna Borough

ALASKA

GENERAL PROVISIONS:

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded. These covenants shall be renewed automatically after the 25 years unless more than 50% of the then lot owners agree to a change.

LAND USE AND BUILDING TYPE:

No lot shall be used except for residential and/or recreational purposes. No commercial business of any kind shall be permitted on any lot.

DWELLING QUALITY AND SIZE:

All dwellings must consist of a minimum of 300 square feet livable floor space, and all septic tanks/cesspools shall meet with State of Alaska, Dept. of Environmental Quality standards. The exterior of the buildings must be fully completed within six (6) months after start of construction. It is the intent and purpose of this covenant to assure that all dwellings shall be constructed of high quality material and workmanship to be attractive and permanent.

MOBILE HOMES, TRAVEL TRAILERS AND CAMPERS:

It is the intent and purpose of this covenant to prohibit mobile homes of any type, brand, or size, including double-wide mobile homes as permanent structures on this property. It is also the intent and purpose of this covenant to prohibit travel trailers, campers and other such mobile units as permanent structures on this property. Therefore, any mobile homes, travel trailers, campers or other such mobile units shall be classified as temporary, and may not exceed a stay of nine (9) months without moving same from this property.

NUISANCES:

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. No open burning shall be permitted other than by an appropriate regulatory agency. Garbage and trash cans must be completely enclosed and hidden from view. All pets or livestock pens shall be a minimum of fifty (50) feet from any lot line.

PETS, LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any form shall be kept, bred, or maintained for any commercial purpose. All animals/pets are allowed outside of their lot areas only when either on a leash or when ridden. Each owner will be held responsible and liable for the action of their animals. No property owner shall have or allow more than two (2) dogs on his/her lot at any time. No dogs shall be kept or allowed within 25 feet of the lot line of an adjoining lot.

CULVERTS:

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BOOK 0560 PAGE 863

All lot owners must install a 20 feet by 18 inches minimum sized culvert for each driveway. Culverts must be covered with non frost susceptible material. This installation must take place within 60 days of construction of subdivision roads, if and when that occurs.

PARKING RESTRICTIONS:

No movable objects such as boats, campers, trucks, house trailers, motorcycles, cars, shall be left or parked on the right-of-way, but shall have a minimum setback from said rights-of-way of twenty-five (25) feet onto their respective lots.

SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one of a professional nature not larger than one square foot; one sign of not more than five square feet advertising the property during the construction and sales period.

ECOLOGY:

No owner shall be permitted to completely clear any lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction, and lots may be thinned as long as maximum natural beauty and aesthetic value of trees is retained.

ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages.

SEVERABILITY:

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS OUR HANDS AND SEALS this 12 day of May, 1988.

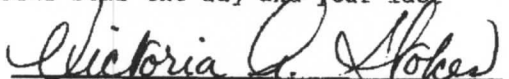
HUNTER'S DAWN, INC.


WILLIAM L. CHOQUETTE

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12th day of May, 1988, before me, a Notary Public in and for the State of Alaska, personally appeared WILLIAM L. CHOQUETTE, known to me and to me known to be the President of HUNTER'S DAWN, INC., he executed the foregoing instrument, and he acknowledged to me that he is authorized to do on behalf of the Corporation, he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year last above written.


Notary Public in and for Alaska
My Commission Expires: 06-17-92

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88-1825

RECORDED - FILED	16
TALMENA REC. DIST.	
DATE	9-13 1988
TIME	8:50 A M
Requested by	MTJ
Address	Corp

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 100 W INTL # 104
 ANC 99502

88-014342
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RECORDED-FILED
PALMER REC.
DISTRICT

SEP 13 8 50 AM '88

REQUESTED BY MTJ Corp

ADDRESS ↓