PALMER
Serial No. 712988
INDEX

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Palmer Recording District

PROTECTIVE COVENANTS

ENCHANTED FOREST SUBDIVISION

A.I.M., Inc., subdivider and owner of Enchanted Forest Subdivision, Palmer Recording District, Third Judicial, State of Alaska, does hereby restrict the use of the property as follows, these restriction constituting a general plan for the improvement and development of the property within the subdivision which shall operate as convenants running with the land and bind the respective successors in interest of the present owners.

1. Land Use: No lot shall be used for any purpose other than for single family residential or recreational use, except this provision may be wavied by the Architectural Control Committee.

2. Building Setback Lines: As to all lots, no building shall be constructed closer than twenty-five (25) feet to any lot line fronting on a street, and no closer than ten (10) feet to any lot line separating that lot from another lot, whether such lot line be a back or side lot line. These limitations shall not apply to overhanging eaves, open porches, steps, stairways, or retaining walls.

3. Architectural Control: No Building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exteral design with existing structures, and as to location with respect to topography and finished grade elevations relative to the location of the structure on the lot, the Architectural Control Committee may take into consideration the probable location of future structures on adjacent lots, giving ample consideration to preserving the view for those future structures.

4. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may not become an annoyance or nuisance to the neighborhood. No part of any lot shall be used as junk yard, automobile service, maintenance, repair, washing, wrecking, or storage yard, or any other business or industrial use, except as specifically permitted by the Architectural Control Committee.

5. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. SEWAGE DISPOSAL SYSTEMS: No sewage disposal system shall be constructed on any lot which does not meet with the requirements standard in recommendations of the Alaska Department of Health.

7. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot.

8. USE OF LAND FOR PUBLIC ACCESS TO LAKES AND RIVER: Lot 2 of Block 5, all of Block 7, Lot 20 of Block 15, and Lot 58 of Block 21 have been set aside for public parks.

9. RECEDING WATER, LAKE LEVEL: Owners of lots abutting water shall have exclusive use of all land up to the waters edge whether such land is included in the legal description of a lot or not.

10. ARCHITECTURAL COMMITTEE: The Architectural Control Committee is composed of Roger O. Purcell, David D. Coulson, and Conrad Rudd of Anchorage, Alaska. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove within 60 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the approval will not be required and the related covenant shall be deemed to have been fully complied with.

11. FURTHER SUBDIVISION: No lot within the subdivision may be further subdivided, nor may any part or piece thereof be severed by conveyance, except with written concurrence by the Architectual Committee and in accordance with the laws of the State of Alaska the regulation of the Matanuksa-Susitna Borough.

12. Enforcement: Enforcement of these restrictions shall be by a proceeding at law or an equity against any person or persons violating or attempting to violate these covenants either to restrain violation or to recover for damages.

13. Severability: Invalidation of any of these covenants by a judgment or by a court order shall in no way affect any of the other provision which shall remain in full force and effect.

A.I.M., Incorporated

Roger O. Purcell

Roger O. Purcell, Sec.-Treas.

David D. Coulson

David D. Coulson, Vice-President

STATE OF ALASKA)
) SS
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12 day of July, 1971, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came ROGER O. PURCELL and DAVID D. COULSON, to me known to be the Secretary-Treasurer and Vice-President, respectively, of A.I.M., INC., and that they executed the foregoing Protective Covenants, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS MY HAND AND NOTARIAL SEAL the day and uear first written above.

71 002988

James L Krieg

Notary Public in and for Alaska
My Commission Expires: 5-11-75

RECORDED-~~FILED~~
PALMER REC.
DISTRICT

AUG 6 11 01 AM '71

REQUESTED BY Robert Summers

ADDRESS Star Rt B, Box 21
Palmer Alaska 99645 Rec 407317

PALMER
Serial No. 72-4816

BOOK 65 PAGE 632
Palmer Recording District

RELEASE OF COVENANTS

Enchanted Forest Inc. #1, #2 and #3 hereby represents and states that the protective covenants for Enchanted Forest Subdivision, recorded in the Palmer Recording District at Book 17, page 139 and following, were recorded by Enchanted Forest Inc. #1, #2 and #3 that the individuals named to the Architectural Control Committee in paragraph ten (10) of those covenants were officers of Enchanted Forest Inc. #1, #2 and #3 at that time and that the Architectural Control Committee was formed for the sole benefit of Enchanted Forest #1, #2 and #3. Enchanted Forest Inc., #1, #2, and #3 hereby abolishes the Architectural Control Committee and releases any discretion the Architectural Control Committee may have at this time.

ENCHANTED FOREST INC. #1,2,&3

By Roger O. Purcell

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of Sept., 1972 before me personally appeared Roger O. Purcell, of Enchanted Forest Inc., #1, 2, and 3, and acknowledged to me that he was President of said corporation and that he signed and sealed the foregoing instrument on behalf of said corporation and that he was authorized so to do.

Patricia Carter
NOTARY PUBLIC FOR ALASKA
My commission expires: 6-28-76

THE FOLLOWING HEREBY CONSENT TO THE ABOLISHMENT OF THE ARCHITECTURAL CONTROL COMMITTEE AS STATED ABOVE.

Roger O. Purcell

Conrad Rudd

David D. Coulson

72. 004816
3.00
RECORDED-~~FILED~~
PALMER REC.
DISTRICT
SEP 25 | 38 PM '72
REQUESTED BY A.I.M. INC.

PALMER
Serial No. 72-5235

BOOK 66 PAGE 230
Palmer Recording District

AMENDMENT TO THE:

PROTECTIVE COVENANTS

ENCHANTED FOREST SUBDIVISION

A.I.M., Inc. subdivider and owner of Enchanted Forest Subdivision, Palmer Recording District, Third Judicial, State of Alaska, does hereby restrict the use of the property as follows; these restrictions constituting a general plan for the improvement and development of the property within the subdivision which shall operate as covenants running with the land and binding the respective successors in interest of the present owners.

1. Land Use: No lot shall be used for any purpose other than for single family residential or recreational use, except this provision may be waived by the Architectural Control Committee.

2. Building Setback Lines: As to all lots, no building shall be constructed closer than twenty-five (25) feet to any lot line fronting on a street, and no closer than ten (10) feet to any lot line separating that lot from another lot, whether such lot line be a back or side lot line. These limitations shall not apply to overhanging eaves, open porches, steps, stairways, or retaining walls.

3. Architectural Control: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations relative to the location of the structure on the lot, the Architectural Control Committee may take into consideration the probable location of future structures on adjacent lots, giving ample consideration to reserving the view for those future structures.

4. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may not become an annoyance or nuisance to the neighborhood. No part of any lot shall be used as a junk yard, automobile service, maintenance, repair, washing, wrecking, or storage yard, or any other business or industrial use, except as specifically permitted by the Architectural Control Committee.

5. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. SEWAGE DISPOSAL SYSTEMS: No sewage disposal system shall be constructed on any lot which does not meet with the requirements standard in recommendations of the Alaska Department of Health.

7. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot.

8. USE OF LAND FOR PUBLIC ACCESS TO LAKES AND RIVER: Is hereby changed to read as follows: Lot 1 of Block 2, known as the Little Susitna Park, all of Block 8, known as the Sherwood Forest Park, all of Block 19, Lot 27 of Block 23, Lot 1 of Block 27, known as Castle Public Park, and Lot 4 of Block 28, a part of Castle Public Park, have been set aside for public use.

9. RECEDING WATER, LAKE LEVEL: Owners of lots abutting water shall have exclusive use of all land up to the waters edge whether such land is included in the legal description of a lot or not.

10. ARCHITECTURAL COMMITTEE: The Architectural Control Committee is composed of Roger O. Purcell, David D. Coulson and Conrad Rudd of Anchorage, Alaska. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove within 60 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the approval will not be required and the related covenant shall be deemed to have been fully complied with.

11. FURTHER SUBDIVISION: No lot within the subdivision may be further subdivided, nor may any part or piece thereof be severed by conveyance, except with written concurrence by the Architectural Committee and in accordance with the laws of the State of Alaska the regulation of the Matanuska-Susitna Borough.

12. ENFORCEMENT: Enforcement of these restrictions shall be by a proceeding at law or an equity against any person or persons violating or attempting to violate these covenants either to restrain violation or to recover for damages.

13. SEVERABILITY: Invalidation of any of these covenants by a judgment or by a court order shall in no way affect any of the other provisions which shall remain in full force and effect.

A.I.M., Incorporated

Roger O. Purcell, President

D. D. Coulson, Secretary-Treas.

STATE OF ALASKA)
) SS
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of October, 1972, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came ROGER O. PURCELL AND DAVID D. COULSON, to me known to be the President and Secretary-Treasurer, respectively, of A.I.M., Inc., and that they executed the foregoing Protective Covenants, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first written above.

72. 009235
7.00
RECORDED-FILED
PALMER REC.
DISTRICT
mail
OCT 17 1 28 PM '72
REQUESTED BY A.I.M. Inc.
ADDRESS 5432 Wandering Dr.
Anch. Ak. 99502
Rec 473604

Patricia Carter
Notary Public in and for Alaska
My Commission Expires: 6-28-76