

IDITAWAY PARK

COVENANTS RESTRICTING USE OF LAND:

BUILDING RESTRICTIONS

MAT-SU CONSTRUCTION TRADES, INC., a corporation, being fee owners of the following described real property:

Iditaway Park, located in Section 3, Township 17 North, Range 1 West, Seward Meridian, Alaska

the same being the real property now duly platted as "IDITAWAY PARK", a subdivision near the City of Wasilla, Alaska, as said plat is now recorded in Plat File 77-137, in the office of the Recorder for the Palmer Recording Precinct, Third Judicial District, State of Alaska, hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of this home, with no greater restriction upon the free and undisturbed use of this site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

2. LAND USE

No lot shall be used except for single family residential purposes. No lot shall be used as a dumping area for rubbish, trash, garbage, junk auto-mobiles and equipment, or wreckage.

3. SEWAGE DISPOSAL

Any outhouses, septic tanks, or sewage drain fields shall be installed in accordance with State of Alaska and Matanuska-Susitna Borough regulations.

4. TEMPORARY STRUCTURES

No trailer or mobile home, or temporary building or structure shall be erected, constructed or moved upon any lot and remain on the lot for a period of time exceeding 12 months from the purchase date of the lot. No quonset hut will be allowed on the property. All buildings constructed or placed in the subdivision shall be finished on the exterior within 12 months after start of construction. Tar paper, roofing paper, celotex, nuwood or like material as exterior siding, or finish will not be permitted.

5. BUILDING LOCATION

No dwelling shall be located on any lot nearer than 40 feet to the rear lot line, or nearer than 30 feet to the front lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. RE-SUBDIVISION

The area of lots herein described shall not be reduced in size by re-subdivision, EXCEPT that owners of three (3) contiguous lots may divide the inner or middle lot, thus increasing the size of the two (2) remaining lots which shall then be treated for all purposes pertinent to these covenants as enlarged single lots. In any event the footage of any building site shall not be less than 40,000 square feet.

7. 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 annoyance or nuisance to the neighborhood.

8. OPEN BURNING

Open burning of brush or trash will not be permitted unless permission is obtained from authorized fire officials. Fire prevention rules will be strictly followed.

9. 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 trees may be thinned so long as maximum natural beauty and esthetic value of trees is retained.

10. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. TERM

These covenants are to run with the land and shall be binding, on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants

in whole or in part.

13. 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 to recover damages.

14. SEVERABILITY

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

Recorded October 26, 1977