

PROTECTIVE COVENANT'S CONDITIONS AND RESTRICTIONS FOR THE
COUNTRY LANE WOODS & COUNTRY LANE WOODS ADDITION NO. 1
SUBDIVISION

PART A: PREAMBLE

NOW THEREFORE, Monster Properties, Inc. & Wayne Whaley, does hereby establish and file for record the following protective covenants regarding the use and or improvements of the property described as follows: Five (5) Lots as follows: Lots 7, 8, 9, 12 & 13, Block 2, Country Lane Woods, according to the official Plat thereof, filed under Plat Number 72-80, Records of the Palmer Recording District, Third Judicial District, State of Alaska, and Thirty-three (33) Lots as follows: Lots 4, 5 & 6, Block 3; Lots 4 thru 13 inclusive, Block 4; Lots 3 thru 18 inclusive, Block 5; and Lots 1, 2, 3 & 4, Block 7; Country Lane Woods Addition No. 1, according to the official plat thereof, filed under Plat Number 73-39, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

PART B: AREA OF APPLICATION

B-1: FULLY PROTECTED RESIDENTIAL / COMMERCIAL AREA. The Covenants in Part C in their entirety shall apply to all lots listed in the preamble with the exception of Lots 7, 8, 9, 12, & 13, Block 2, Country Lane Woods. (Commercial Zoned Lots). With the exception of Covenants C-1, C-2, C-3, C-4, all other Covenants in Part C apply to the listed Lots in Country Lane Woods & Country Lane Woods No. 1 Subdivision.

B-2: EFFECTIVE DATE: The restrictive Covenants hereinafter set forth will become effective as of the date of their recording.

PART C-1: LAND USE AND BUILDING TYPE: With the exception of the Commercial Lots, all lots shall be used for Single or multi-residential purposes 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. Further, no mobile home shall be placed on any lot for either permanent or temporary uses.

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 480

square feet for a primary resident. All outbuildings, garages, storage buildings, shall be of the same quality and workmanship as the residential dwelling.

C-3: 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 four (4) dogs, cats, or other household pets may be kept on any lot. A maximum of (2) horses per lot may be kept on any lot, no horse being stabled closer than twenty-five (25) feet to any lot line.

C-4: 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-5: 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.

PART D: COMMERCIAL ZONED LOTS COVENANTS: The following will shall apply to Lots 7, 8, 9, 12, & 13, Block 2, Country Lane Woods. (Commercial Zoned Lots).

D-1: LAND USE AND BUILDING TYPE: No Lot shall be used except for commercial, Residential, or multi-residential purposes, and must be in accordance with the zoning laws of the Matanuska Borough. No automotive repair shops, body shops, commercial equipment storage, or junk yards permitted.

D-2: No buildings shall be permitted on any lot unless it is new construction.

D-3: TEMPORARY STRUCTURES: No structure of a temporary character, including but not limited to a mobile home, tent, shack, or other structure shall be used on any lot other than through the construction period, which shall last no longer than 9 months following commencement of construction.

D-4: LIVESTOCK AND POULTRY: All animals, livestock or poultry of any kind shall be controlled by leash or other means and kept within the particular lot boundaries by the owner of said lot. NO DOG TEAMS WILL BE ALLOWED ON ANY LOT.

PART E: GENERAL PROVISIONS

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

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

E-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.

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

E-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 (25) twenty five years from the date these codes Covenants and Restrictions are recorded, after which time said Covenants shall be automatically extended 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.


E-6: AMENDMENT: These Covenants Codes and Restrictions are to run with the land and shall be binding on all parties and persons claiming under them unless an instrument signed by the owners of a majority of the lots of record has been recorded agreeing to change said Covenants in whole or part.

E-7: ENFORCEMENT: Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Such action may be brought by the owner or owners of record of any lot in the subdivision.

E-8: SEVERABILITY: Invalidation of anyone of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full effect.

The undersigned has executed this agreement this 23rd day of January 23, 2002.

DECLARANT:
MONSTER PROPERTIES, INC.


By: Wynn Moser
(President)

By: Wayne Whaley