

SHAW'S TRI-LAKES SUBDIVISION ADDITION #6-- PHASE I
RESTRICTIONS AND COVENANTS

PART A. PREAMBLE

1. Purpose. The purpose of these covenants is to assure that property owners will be fully protected from poor quality surroundings and that they will be assured a pleasant, sanitary and safe site to erect their homes. These covenants will be in effect from the date recorded in the Palmer Recording District, Third Judicial District, State of Alaska, concerning the following real property:

SHAW'S TRI-LAKES SUBDIVISION, ADDITION #6, Phase I,
 recorded in the Palmer Recording District,
 Plat No. 96-7.

PART B. Previously Recorded Restrictions. Previously recorded Restrictions and Covenants and Supplemental Restrictions and Covenants which apply to any of the other Shaw's Tri-Lakes Subdivisions and their additions do not apply to this subdivision.

PART C. PROTECTIVE COVENANTS

1. Land Use and Building Type. All lots shall be used for single family residences. Neither will there be permitted any conduct, enterprise or usage that may create a nuisance, be unlawful or act detrimentally to the peace, dignity or value of the property described herein. It is further understood that the keeping of partially dismantled vehicles, junked cars, or unused equipment on the premises is prohibited unless such vehicles are being used for transportation.

2. Dwelling Quality and Size. It is the intention and purpose of this covenant to assure that all dwelling are of good quality, workmanship and materials. All buildings constructed or placed on these lots shall not be less than 1500 square feet of total living area, shall not utilize tar paper, roofing paper, celotex, nuwood, or similar non-permanent material as exterior siding, and no structure shall be more than three stories high. All outbuildings, garages and storage buildings, shall be of the same quality and workmanship as the dwelling.

3. Building Locations. No dwelling shall be located on any lot nearer than thirty (30) feet to the front lot line, nor nearer than twenty (20) feet to the rear lot line, and no building shall be located nearer than twenty (20) feet to any interior lot line, or nearer than twenty-five (25) feet to any side street line. No dwelling or building shall be located on any lot nearer than seventy-five (75) feet to any body of water, nor shall any septic tank be located nearer than one hundred (100) feet to any body of water or as otherwise prescribed by the State Department of Environmental Conservation.

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.

4. Lot Usage. All lots shall be used for residential purposes only. No lot may be resubdivided.

5. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plan or recorded instruments.

6. 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.

7. Livestock and Poultry. No animals, livestock or poultry of any kind may be raised, bred, or kept on any lot for commercial purposes. However, a maximum of two (2) adult dogs, cats, or other household pets may be kept on any lot. No horse(s) nor cow(s) shall be permitted on any lot. No vicious dog, as defined in the ordinance of the Matanuska-Susitna Borough shall be permitted, and all dogs shall be confined to the owner's property or on a leash while off said property or in the control of the owner at all times.

8. Temporary Structures. No structure of a temporary character, including but not limited to a quonset hut, mobile home, trailer, basement, tent, shack, garage, barn or other structure shall be used as a permanent or temporary residence.

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

10. Water Supply. No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers for disposal in the Borough land fill or by private or public waste disposal businesses.

12. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation. Approval for such system as installed shall be obtained from such authority.

13. Standing Timber Waste. To maintain the setting and aesthetic value of Shaw's Tri-Lakes Subdivision Addition #6, Phase I, no standing timber shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings, landscaping, garden area, to remove hazardous and dangerous trees, or for the clearing of access roadways on any lot.

14. Utilities. Electrical and telephone utilities shall be installed in accordance with the requirements of the utility companies.

PART D. GENERAL PROVISIONS.

1. 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 (25) years from the date these covenants 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 have been recorded, agreeing to change said covenants in whole or in part.

2. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than fifty-one (51%) of the owners in this subdivision. Any amendment must be recorded in the Palmer Recording District.

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either or restrain or to recover damages, and such actions may be brought by the owner or owners of record of any lot in the subdivision.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full effect.

5. Subordination. It is further provided that a breach of any of the conditions contained herein or any re-entry by reason of such breach, shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against the owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.


6. Homeowner's Association. Owners of lots within this subdivision shall not be required to become members of any homeowner's association.

7. Architectural Control. No building, structure or improvement, except dog houses, greenhouses, garden-tool sheds, and signs, shall be erected,

placed, constructed, altered, or made on a lot until construction plans and specifications and a plan showing the location of the building, structure, or improvement have been approved by the Architectural Control Committee as to the following: quality of materials; harmony of external design with landscape and existing buildings, structures, and improvements; structural strength; location with respect to topography and finish grade elevation and with respect to the location of any lot of existing water systems and sewer systems; and location with respect to the likely location on any lot of future water systems and sewer systems. Such approval may include a relaxation of set-back requirements pertaining to the location of a garage or carport, but only in cases where such relief is indicated by the severity of the grade between a street and the location of such building. Subject to compliance with the Matanuska-Susitna Borough set-back requirements, the Architectural Control Committee shall have the power to waive the building line requirements set forth in Part C paragraph 3 are not practicable.

8. Architectural Control Committee. The Architectural Control Committee is composed of Eva M. Shaw, Judy Scorup, and Peter Scorup. A majority of the committee may designate a representative to act for it, in which event the representative shall have all of the authority of the committee. In the event of the death or resignation of any member of the committee, the remaining members shall designate a successor. Neither the members nor said representative shall incur any liability whatsoever in connection with the performance or nonperformance of such services. At any time the then record owners, including the subdivider, of a majority of the lots of the subdivision shall have the power, through a recorded instrument executed by all of said record owners, to change the membership of the committee, or to deprive the committee of, or restore to it, all of its authority.

The committee's approval or disapproval, as above required, shall be in writing. In the event that the committee fails to so approve or disapprove within ten days after plans and specifications have been submitted to it, approval will not be required.

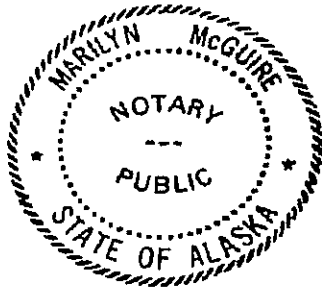

 EVA M. SHAW

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

BOOK **0834** PAGE **767**

THIS IS TO CERTIFY THAT ON THE 27th day of JANUARY 1996, before the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared EVA M. SHAW, known to me to be the person named in and who executed the above and foregoing instrument and she acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Marilyn McGuire
NOTARY PUBLIC in and for Alaska
My commission expires: 2-22-97

96 000855
PALMER REC 27 cc.
DISTRICT
REQUESTED BY John Shaw

'96 JAN 19 AM 11 13

RETURN TO:
EVA SHAW
POB 888
PALMER, AK
99645

SHAW'S TRI-LAKES SUBDIVISION
ADDITION #6, PHASE I - RESTRICTIONS AND COVENANTS
Page 5 of 5

M19329
99-0857

015859

PALMER
RECORDING DISTRICT

1999 AU -6 AM 10: 25

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cc
REQUESTED BY

AMENDED

BOOK 1028 PAGE 570
McKINLEY TITLE & TRUST
1700 E. PARKS HWY.
WASILLA, ALASKA 99887

SHAW'S TRI-LAKES SUBDIVISION ADDITION #6 - PHASE 1
RESTRICTIONS AND COVENANTS

Restrictions and Covenants for Shaw's Tri-Lakes Subdivision, Addition #6, Phase 1 were recorded in Book 834, page 763 on January 19, 1996, Palmer Recording District.

The description of Addition #6, Phase 1 included all lots in Phase 1, as well as Tracts A, B, and C.

Eva M. Shaw is the owner and developer of Shaw's Tri-Lakes Subdivision, Addition 6, Phase 1 and is the majority of owner of the subdivision, since only 4 lots have been sold in the subdivision since it was developed.

Eva M. Shaw, therefore, AMENDS Shaw's Tri-Lakes Subdivision, Addition #6, Phase 1 Restrictions and Covenants, to remove Tracts A, B, and C from those Restrictions and Covenants.

Therefore, Tracts A,B, and C of Shaw's Tri-Lakes Subdivision, Addition #6, Phase 1 are not restricted by any covenants and restrictions previously recorded in any of the Shaw's Tri-Lakes subdivisions.

Therefore, ONLY the lots actually developed in Shaw's Tri-Lakes Subdivision, Addition #6, Phase 1 are covered under the original Restrictions and Covenants.

Dated this 5th day of August, 1999.

Eva M. Shaw

EVA M. SHAW

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THE 5TH DAY OF August, 1999, before the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared EVA M. SHAW, known to me to be the person named in and who executed the above and foregoing instrument and she acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Mary E. Moses

Notary Public in and for Alaska
My Commission Expires: 0-25-02

Return to:
Eva M. Shaw
P.O. Box 888
Palmer, AK 99645

