

INDENTURE OF PROTECTIVE COVENANTS
FOR
TULAKES SUBDIVISION

PART A. PREAMBLE

On this June 18, 1970, for the purpose of protecting the property shown as Tulakes Subdivision, situated in the Southwest Quarter of Section 28 and Southeast Quarter of Section 29, Township 18 North, Range 2 West, Seward Meridian, Palmer Recording District, State of Alaska.

The Owner does hereby restrict the use of the property to the following uses:

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AND RECREATIONAL AREA. The covenants in Part C in their entirety shall apply to Tulakes Subdivision, Blocks 1, 2 and 3.

PART C. RESIDENTIAL AND RECREATIONAL AREA COVENANTS

C-1. COMPLETION. All houses and other buildings constructed within this subdivision shall be enclosed with exteriors finished (paint, log oil, etc., whichever is applicable) within 18 months after start of construction. Exterior finish shall not include any type of exposed tarpaper or asphalt paper.

C-2. STRUCTURES. No trailer or quonset hut shall be placed on any lot within this subdivision with the following exception: a trailer for temporary use will be permitted on any lot for a period of time not to exceed 18 months for use during the construction stated above.

C-3. BUILDING LOCATION. No building shall be located on any lot nearer than 10 feet to any side lot line.

C-4. TREES. No owner shall be permitted to completely clear a lot. Space may be cleared for construction and trees may be thinned so long as maximum, natural beauty and esthetic value of trees are retained. No live, standing trees may be cleared within 5 feet of any side lot line. "Dozer clearing" will not be permitted.

C-5. SEWAGE AND GARBAGE DISPOSAL. All sewage disposal facilities shall be placed at least 100 feet back from lake shoreline and at least 25 feet within the side lot lines. No refuse or garbage shall be dumped within the subdivision or on the surrounding private property.

C-6. ANIMALS

All pets and livestock brought into this subdivision shall

be kept under control at all times by the owners of such animals.

C-7. NON-COMMERCIAL USE. The uses and purposes of all lots within this subdivision, including all structures thereon, shall be residential and recreational only, with related uses thereto, for a period of ten (10) years from the date these covenants are recorded.

C-8. RESUBDIVISION

No lot within this subdivision shall be resubdivided into a smaller lot or lots.

PART D. GENERAL PROVISIONS

D-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 10 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. The purchase of any lot in this subdivision shall constitute an agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

D-3. SEVERABILITY. If any provision of these covenants, or the application thereof to any person or circumstance is held invalid by judgment or court order, the remainder of these covenants and their application to other persons or to other circumstances shall not be affected thereby and shall remain in full force and effect.

Recorded June 23, 1970.