



## PROTECTIVE COVENANTS OF WESSEL HEIGHTS ESTATES

### I. AREA OF APPLICATION

The covenants hereinafter set forth shall apply in their entirety to all lots in the subdivision known as Wessel Heights Estates, Plat No. 2020 - 12, Talkeetna Recording District and all additions to said subdivision.

### II. PROTECTIVE COVENANTS

1. BUILDING LOCATION. No part of any building shall be located on any lot closer than 25 feet from any right-of-way and 15 feet from any other lot line. Septic systems and leach fields shall be no closer than 15 feet from any lot line. For the purpose of this covenant, eaves, stoops and open porches shall be considered as a part of a building.
2. NUSIANCES. No noxious or offensive activity, including, but not limited to, noise, disturbances by recreational and non-recreational motorized vehicles, shall be carried on upon any lot or subdivision road, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Specifically, a) the collection and keeping of non-operating vehicles and other non-operating machinery of any type is prohibited; b) the parking of vehicles, storage of wood or any other materials on subdivision roads is strictly prohibited.
3. TRAIL EASEMENTS. Designated trail easement is 10' wide and may be maintained by an owner of property in the Wessel Heights Estates, an employee of the Matanuska – Susitna Borough or its agent, or an agent contracted by an owner of property in Wessel Heights Estates. It is not intended that the easement be cleared other than for the trail surface itself.
4. VIEW COVENANT. Property owners individually covenant that tree growth within the Denali viewshed shall be limited to a height that does not infringe on the view of other property owners within Wessel Heights Estates. To this extent, tree height shall be limited such that trees shall not be higher than the natural horizon as seen from the ridge, first floor of homes built within Wessel Heights Estates.
5. FIREARMS. No firearm may be discharged on any lot in this subdivision or anywhere within the area. Fireworks of any description are prohibited in this subdivision except for New Year celebration.

6. 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 purposes. Household pets shall be limited to four of each type. It is further provided within this covenant that pets shall be maintained within an enclosure or sufficiently secured such that they cannot roam free or trespass upon neighboring yards or streets. It is hereby specified that no dog or other animal shall be allowed to yap, bark or otherwise disturb neighbors. No vicious animal, as defined by the local government agency may be kept on any lot. Household pets shall be limited to those housed primarily indoors.
7. GARBAGE AND REFUSE DISPOSAL. No lot shall not be used or maintained as a dumping ground for refuse or rubbish of any kind whatsoever. Trash, garbage and other waste shall be kept in sanitary containers, and shall be hauled to the dump stations or other sanitary landfill locations in a regular and timely manner. All incinerators or other equipment for the storage or disposal of garbage or refuse shall be kept in a clean and sanitary condition. Garbage maintained outside shall be wholly contained in such manner that it is not accessible to wild animals or pets.
8. DWELLING SITE. The exterior of the building constructed on said lot must be fully completed within two (2) years from the date of the commencement of its construction and finished with an acceptable, recognized manner as the exterior.

### **III. 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 said covenants shall automatically extend for successive periods of ten (10) years unless and a instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or part.
2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain violations or to recover damages. All Matanuska - Susitna Borough zoning and land use regulations will be enforced by the Matanuska - Susitna Borough. All lots within Wessel Heights Estates are located within the Talkeetna Special Land Use District - Christiansen Lake Land Use District.
3. SEVERABILITY. Invalidity 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 force and effect.



Dated December 18, 2020

Hans Axelsson

Hans Axelsson

Henrik Wessel by Hans Axelsson, AIF

Henrik Wessel by Hans Axelsson, his Attorney in Fact

STATE OF ALASKA                     )  
                                                      ) ss.  
FOURTH JUDICIAL DISTRICT    )

This is to certify that on this 18<sup>th</sup> day of December, 2020 before me, the undersigned notary public, personally appeared Hans Axelsson on his behalf and as attorney in fact on behalf of Henrik Wessel.

STATE OF ALASKA  
NOTARY PUBLIC

**Jo Bante**

My Commission Ends March 20, 2023



Jo Bante

Notary Public in and for the State of Alaska

My Commission Expires: 3/20/23

AFTER RECORDING RETURN TO:

Hans Axelsson  
P.O Box 71634  
Fairbanks, Alaska 99707

