

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FOXWOOD SUBDIVISION

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned are the sole owners of properties comprising the FOXWOOD Subdivision, and

Whereas, Phyllis Stickney, Roland Stickney, and Keith Appel, partnership owners, desire to assure the continued development of the Foxwood Subdivision on a high level for the benefit of the future property owners and for the protection of property values therein, do desire to place on and against certain real property within the Foxwood Subdivision certain protective covenants regarding the improvements and/or use of the same.

NOW, THEREFORE, Phyllis Stickney, Roland Stickney, Keith Appel, do hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements of the property located in the Foxwood Subdivision and located in the:

Palmer Recording District, Third Judicial District,
State of Alaska, Book 158, Page 459, of said records
which said plat makes reference to these covenants.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED RESIDENTIAL/RECREATIONAL AREA. The covenants in Part C in their entirety shall apply to all Lots in Blocks 1 and 2 in the Foxwood Subdivision.

Lots shall mean and refer to any numbered plot of land shown upon any recorded Plat or Subdivision map of Foxwood Subdivision.

B-2. EFFECTIVE DATE. The restricted covenants, limitations, and conditions hereinafter set forth and applicable to the recreational/residential area hereinabove described shall take effect concurrently with, and not until, the recording of the Plat for the Foxwood Subdivision, consisting of the numbered lots in Blocks 1 and 2, as more particularly described in the preamble hereto.

PART C. RESIDENTIAL/RECREATIONAL AREA COVENANTS.

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for one family residence. 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. All sewage disposal systems of whatever kind shall be constructed and maintained in accordance with the standards as promulgated by the Alaska State 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 buildings are of good quality,

workmanship and materials. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 600 feet square for a primary residence.

All outbuildings, garages, storage buildings, shall be of the same quality and workmanship as the recreational/residential dwelling.

C-3. BUILDING LOCATIONS. No dwelling shall be located on any lot nearer than forty (40) 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 ten (10) feet to any interior lot line, or nearer than twenty-five (25) feet to any side street line. No sewage disposal system of whatever kind shall be located nearer any water course than one hundred (100) feet, or at a greater distance as specified by the Alaska 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.

C-4. COMPLETION OF PERMANENT RESIDENCE CONSTRUCTION. The permanent residence erected on any lot shall not have its exterior remain in an unfinished state for more than one year from commencing construction on that residence.

C-5. LOT USAGE. All numbered lots shall not be used for other than recreational/residential purposes.

C-6. EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

C-7. ACCESS. Driveways to lots from any dedicated road in this subdivision must have culverts installed where the driveway crosses the drainage ditch which parallels the road. The culvert must be a standard metal culvert placed in the drainage ditch and covered a minimum depth sufficient to allow natural drainage to occur; the culvert must have a minimum diameter of 12 inches and be a minimum length to provide that the culvert is greater in length than the width of the driveway.

C-8. 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.

C-9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. No vicious dog, as defined in the Ordinances of the Matanuska-Susitna Borough shall be permitted and all dogs shall be confined to the owners property or on a leash while off said property. A maximum of two (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-10. TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to a trailer, basement, tent, shack, garage, barn, or other structure, shall be used as a permanent or temporary residence. It is provided that a basement could be used as a temporary residence for a period not to exceed one (1) year during construction of a permanent residence that meets the requirements set forth hereinabove.

C-11. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four (4) square feet advertising the property for sale or rent and a sign of equal size to show property ownership.

C-12. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is installed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

C-13. 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 other equipment for the storage and/or disposal of such materials shall be kept in a clean and sanitary condition.

C-14. 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 Commissioner (Alaska Department of Environmental Conservation).

C-15. STANDING TIMBER WASTE. To maintain the setting and aesthetic value of the Foxwood Subdivision, no standing timber shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings, or that which is necessary and reasonable to remove hazardous and dangerous timber, or for the clearing of access roadways, or to enhance views, or for laws, or for gardening on any lot.

PART D. GENERAL PROVISIONS

D-1. 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 or to recover damages, and such actions may be brought by the owner or owners of record of any lot in the subdivision.

D-2. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full effect.

RECORDED: FEBRUARY 7, 1978

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE FOXWOOD SUBDIVISION, ADDITION #1

PART A. PREAMBLE.

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned are the sole owners of properties comprising the Foxwood Subdivision, Addition # 1, and

Whereas, Phyllis Stickney, Roland Stickney, and Keith Appel, partnership owners, desire to assure the continued development of the Foxwood Subdivision on a high level for the benefit of the future property owners and for the protection of property values therein, do desire to place on and against certain real property within the Foxwood Subdivision, Addition # 1 certain protective covenants regarding the improvements and/or use of the same;

NOW THEREFORE, Phyllis Stickney, Roland Stickney, and Keith Appel, do hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements of the property located in the Foxwood Subdivision, Addition # 1 and located in the:

Palmer Recording District, Third Judicial District, State of Alaska, Plat No. 79-324, of said records which said plat makes reference to these covenants.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL/RECREATIONAL AREA. The covenants in Part C in their entirety shall apply to all Lots in Blocks 2 and 3 in the Foxwood Subdivision.

Lots shall mean and refer to any numbered plot of land shown upon any recorded Plat or Subdivision map of Foxwood Subdivision.

B-2. EFFECTIVE DATE. The restricted covenants, limitations, and conditions hereinafter set forth and applicable to the recreational/residential area hereinabove described shall take effect concurrently with, and not until, the recording of the Plat for the Foxwood Subdivision, Addition # 1 consisting of the numbered lots in Blocks 2 and 3 as more particularly described in the preamble hereto.

PART C. RESIDENTIAL/RECREATIONAL COVENANTS.

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for one family residence. 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. All sewage disposal systems of whatever kind shall be constructed and maintained in accordance with the standards as promulgated by the 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 buildings are of good quality, workmanship and materials. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 600 square feet for a primary residence.

All outbuildings, garages, storage buildings, shall be of the same quality and workmanship as the recreational/residential dwelling.

C-3. BUILDING LOCATIONS. No dwelling shall be located on any lot nearer than forty (40) 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 ten (10) feet to any interior lot line, or nearer than twenty-five (25) feet to any side street line. no sewage disposal system of whatever kind shall be located nearer any water course than one hundred (100) feet, or at a greater distance as specified by the Alaska 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.

C-4. COMPLETION OF PERMANENT RESIDENCE CONSTRUCTION. The permanent residence erected on any lot shall not have its exterior remain in an unfinished state for more than one year from commencing construction on that residence.

C-5. LOT USAGE. All numbered lots shall not be used for other than residential/recreational purposes.

C-6. EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

C-7. ACCESS. Driveways to lots from any dedicated road in this subdivision must have culverts installed where the driveway crosses the drainage ditch which parallels the road. The culvert must be a standard metal culvert placed in the drainage ditch and covered a minimum depth sufficient to allow natural drainage to occur; the culvert must have a minimum diameter of 12 inches and be a minimum length to provide that the culvert is greater in length than the width of the driveway.

C-8. 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.

C-9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. No vicious dog, as defined in the Ordinances 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. A maximum of two (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-10. TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to a trailer, basement, tent, shack, garage, barn, or other structure, shall be used as a permanent or temporary residence. It is provided that a basement could be used as a temporary residence for a period not to exceed one (1) year during construction of a permanent residence that meets the requirements set forth hereinabove.

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C-14. 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 Commissioner (Alaska Department of Environmental Conservation).

C-15. STANDING TIMBER WASTE. To maintain the setting and aesthetic value of the Foxwood Subdivision, no standing timber shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings, or that which is necessary and reasonable to remove hazardous and dangerous timber, or for the clearing of access roadways, or to enhance views, or for laws, or for gardening on any lot.

PART D. GENERAL PROVISIONS

D-1. 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 or to recover damages, and such actions may be brought by the owner or owners of record of any lot in the subdivision.

D-2. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full effect.

Recorded: April 5, 1979