

PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
RAVENVIEW ADDITION #1 SUBDIVISION

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned is the sole owner of properties comprising Ravenview Addition #1 Subdivision and

WHEREAS MADCO, a Business Trust Organization of Alaska, desires to assure the continued development of Ravenview Addition #1 Subdivision on a high level for the benefit of the future property owners and, for the protection of property values therein, does desire to place on and against certain real property within Ravenview Addition #1 Subdivision certain protective covenants regarding the improvements and/or use of the same;

NOW THEREFORE, Madco does 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 at Ravenview Addition #1 Subdivision and located in the:

Palmer Recording District, Third Judicial District, State of Alaska, Plat # 82-113 of said records which said plat makes reference to these covenants.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED RESIDENTIAL. The covenants in Part C in their entirety shall apply to all lots in RAVENVIEW ADDITION #1 SUBDIVISION.

Lots shall mean and refer to any numbered plot of land shown upon the recorded plat or subdivision map of RAVENVIEW ADDITION #1 SUBDIVISION.

B-2. EFFECTIVE DATE. The restricted covenants, limitations and conditions hereinafter set forth and applicable to the residential area hereinabove described shall take effect concurrently with, and not until, the recording of the plat for RAVENVIEW ADDITION #1 SUBDIVISION, as more particularly described in the preamble hereto.

PART C. RESIDENTIAL AREA COVENANTS.

C-1a. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes.

No building shall be erected, placed, altered or permitted to remain on any lot other than one detached single family dwelling with or without a private garage. Temporary or surplus buildings may not be placed on any lot for any purpose. No building may be placed on any lot to be used as a utility shed unless its appearance is equal to the home's standard, utilizing proper foundation and siding.

C-1b. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevations.

The Architectural Control Committee is composed of:

Charles H. Bumpus

Glenn A. Huff

The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof,

approval will not be required and the related covenants shall be deemed to have been fully complied with.

C-2. DWELLING COST, QUALITY AND SIZE. No single family value of less than \$50,000 based upon 1982 costs, exclusive of the lot. The square footage of any dwelling shall not be less than 1000 square feet excluding open porches, carports and garages. Construction shall be at least equal to the National Uniform Building Code, and must be accomplished by or under the guidance of a general contractor licensed and bonded in the State of Alaska, appraised figures are based upon cost levels prevailing on the date of these covenants being recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.

C-3. CONSTRUCTION COMPLETION REQUIREMENT. All main dwellings must have a finished exterior within three (3) months from the start of construction. All out buildings must be fully completed in three (3) months time.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 30 feet nor nearer to the side street line than 20 feet. No building shall be located nearer than 12 feet to an interior lot line.

C-5. FENCES. No metal fence may be installed anywhere in or around that part of the lot between the street and the front line of the dwelling building.

C-6. UTILITIES AND EASEMENTS. The platted utility easements shown on the plat may be used for above or underground utility purposes, power lines and telephone lines and utility employees shall have the right of access to same. This restriction shall be deemed a permanent easement for that purpose. The grantor specifically reserves the same as a utility easement. All sewage disposal systems shall be approved by all necessary governing authorities.

C-7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise property during construction and sales period.

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. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other normal household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs shall be restrained, as necessary, to prevent their becoming nuisances. In any case no more than three dogs are permitted on one parcel. One horse per lot is permitted provided that the stable and corral area design is acceptable to the Architectural Control Committee.

C-10. TEMPORARY STRUCTURES. No structure of a temporary nature, tent, shack or quonset hut or barn shall be used on any lot at any time as a residence. No trailer homes other than those used for camping purposes may be parked on any lot and they may not be used as a dwelling or home.

C-11. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes or other refuse containers shall be placed or maintained on or along the side or end of any lot fronting upon, or adjacent to, a street, with the exception that patrons of a garbage pickup service may place such containers bearing trash or garbage for pickup upon the end or side of the lot fronting upon the street on which the garbage is picked up on the day designated by ordinance, resolution or contract for the pickup of garbage at such lot. No burning of trash, garbage, refuse or other waste shall be permitted upon the street front and/or side of any lot at any time, and such burning on the rear of lots shall be permitted only in accordance with the appropriate health and safety laws or ordinances of the Mat-Su Borough.

C-12. WATER AND SEWAGE. No community water nor sewage treatment system shall be installed in this subdivision without the approval of all necessary governing authorities.

C-13. INOPERABLE VEHICLES. No inoperable vehicle shall be parked or maintained upon any lot or within any street, alley or easement adjacent to any lot in the aforescribed subdivision. A vehicle temporarily deadlined for repair by the owner or under the owner's direction for a period not to exceed 30 days (subject to availability of parts) shall not be considered a violation of this provision.

C-14. SNOWMOBILES AND OFF-ROAD VEHICLES. Snowmobiles and off-road vehicles shall not be operated on the streets or utility easements of this subdivision except for ingress or egress to the nearest open space or to the nearest areas not disapproved for snowmobile operation. No snowmobile or off-road vehicle operations shall be conducted between the hours of 10:00 o'clock P.M. and 7:00 o'clock A.M.

C-15. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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. A majority of the lot owners in the subdivision can make additions, deletions or amendments to these covenants.

C-16. 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 violation or to recover damages.

C-17. 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 force and effect.

DATED this 31<sup>st</sup> day of August, 1982.

Madco

By *Glenn A. Huff*  
Its Executive Trustee

STATE OF ALASKA

THIRD DISTRICT

) ss.

THIS IS TO CERTIFY THAT on this 31<sup>st</sup> day of August, 1982, before me the undersigned, a Notary Public in and for the State of Alaska, personally appeared Glenn A. Huff as Executive Trustee of Madco, a Business Trust Organization, personally known to me, who executed the foregoing instrument and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year last above written.

*Rita L. McDonald*  
Notary Public in and for Alaska  
My Commission Expires: 5/30/84



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RECORDED-FILED  
PALMER REC.  
DISTRICT

SEP 17 4 15 PM '82

REQUEST  
ADDRESS MATANUSKA - SIBTHAY BOROUGH  
BOX B  
PALMER, ALASKA 99645

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