

INDENTURE OF PROTECTIVE COVENANTS FOR MALCOY ESTATES, LOTS 1, 2 & 3

PART A. PREAMBLE:

On this 9th day of June, 1992 for the purpose of protecting the property shown as MALCOY ESTATES, situated in the NW 1/4, Sec. 4, T.17N., R.1E., S.M., AK., Palmer Recording District, State of Alaska, as shown on Plat # 92-25 recorded in the Palmer Recording District in Palmer. The owner(s) do(does) hereby restrict the use of the property to the following uses.

PART B. AREA OF APPLICATION:

B-1 FULLY PROTECTED RESIDENTIAL

PART C. RESIDENTIAL AREA COVENANTS:

The covenants in Part C in their entirety shall apply to MALCOY ESTATES, LOTS 1, 2, & 3.

C-1 CLEARING OF LOTS

No owner shall be permitted to completely clear a lot, building sites may be cleared so long as maximum natural beauty and aesthetics of trees are retained, no live trees may be cleared within five (5) feet of the lot lines, except that dead or hazardous trees may be removed. Bulldozer clearing is prohibited, except for clearing of building sites and driveways.

C-2 STRUCTURES

No Trailer, Mobile Home, Quonset Hut, or Basement House shall be placed on any lot for use as a permanent residence within this subdivision, with the following exception, a mobile home shall be permitted on any lot for a period of time not to exceed 12 months after start of construction.

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C-3 COMPLETION AND DWELLING QUALITY

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

C-4 BUILDING LOCATION

No building shall be located on any lot nearer than 15 feet to any side lot line, or nearer than 25 feet to any road or street.

C-5 Animals

No animals, livestock, dog kennels may be raised, bred or kept on any lot for commercial purposes, except that dogs, cats or other household pets may be kept, provided they are limited to no more than two (2) of any species, with the exception of cats, the maximum limit shall be four. All pets brought into the subdivision shall be kept under control at all times by the owner of such animals.

C-6 STRUCTURES

The uses and purposes of all lots within the subdivision, including all dwellings and structures thereon, shall be Single Family Dwellings for occasional or permanent residential use.

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C-7 BUILDING TYPE

No buildings shall be erected, altered, placed or permitted to remain on any lot other than Single Family Dwelling of 1500 square feet minimum, not to exceed 3 stories in height and a private garage for not more than 4 vehicles, in addition to the main buildings no more than 3 structures shall be permitted and shall not exceed one story and 600 square feet total area, except for docks and other structures related to lake water use.

C-8 NUISANCES

No noxious or offensive activity may be carried on upon any lot, specifically prohibited are parking of junk cars, partially dismantled vehicles, the outdoor storage of parts of vehicles and junk household appliances, where they may be viewed from public or private property. The storage of lumber and material in excess of the amount needed for construction including materials such as building supplies, scrap metal and plastic visqueen is prohibited, storage of household garbage and other waste shall be kept in sanitary refuse containers and regularly removed from the premises.

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PART D. GENERAL PROVISIONS:

D-1 TERM

These covenants will continue with the land and shall be binding on all owners and all persons claiming under them, for a period of ten (10) 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 in the original boundaries has been recorded, agreeing to change said covenants in whole or in part.

D-2 AMENDMENT

These covenants may be amended during the first ten (10) year period by majority vote of owners of then record. The owner of each lot shall be entitled to one vote for each lot he/she is the titled owner. Lots owned by two or more individuals shall be a single designated representative for voting purposes. Any amendment must be recorded.

D-3 ENFORCEMENT

Enforcement shall be by proceedings at law and/or equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

D-4 SEVERABILITY

If any provision of these covenants or the application thereof to any person or circumstances is held invalid by Judgement 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.

ATTEST:

Know all men by these presents that we the undersigned, in witness thereof have set our hand and seals this 22ND day of MAY 1992.

Randy H. H. H.
WITNESS

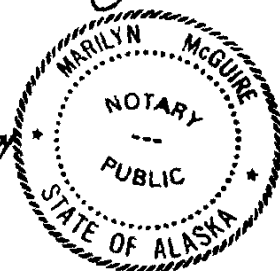
Henry J. Malcoy
HENRY J. MALCOY

Carmella J. Malcoy
CARMELLA J. MALCOY

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22ND DAY OF MAY, 1992
FOR HENRY J. MALCOY & CARMELLA J. MALCOY

Marilyn McGuire
Notary for the State of Alaska
My Commission Expires 2-22-93



RETURN TO:

Henry & Carmella Malcoy
P.O. Box 877033
Wasilla, Ak. 99687

92-006374

PALMER REC 27-
DISTRICT

REQUESTED BY Henry J. Malcoy

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