

PROTECTIVE COVENANTS AND RESTRICTIONS FOR WINTERGREEN ACRES
SUBDIVISION Plat 79-307 as filed March 5, 1979 in the Palmer
Recording District, State of Alaska.

WINTERGREEN CORPORATION, owner, desires to assure the development of Wintergreen Acres on a high level for the benefit of future property owners, and for protection of property values therein, therefore places these protective covenants for the use and improvement of said platted land, and file for record this declaration.

The covenants shall apply to all lots in WINTERGREEN ACRES Subdivision, excepting therefrom Lot 9, Block 4 which may be duplex; and Lots 5 thru 10, Block 2; and all of Block 1, which may be multiple dwelling lots; and are applicable to the area herein described and shall take effect when recorded.

No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling and a private garage for not more than three cars. No dwelling shall be permitted on any lot of less than 720 square feet for a primary residence, and no more than 2½ stories in height. Storage buildings shall not exceed 1,000 square feet in size nor be more than one story, and shall be of the same quality and workmanship as the residential dwelling. No mobile home shall be placed on any lot. No structure shall be located on any lot nearer than 30 feet from the right of way line of any public right of way. No structure shall be placed nearer than 20' from any side lot line, or 20' from the rear lot line. Temporary structures, such as trailer, tent, shack, garage, barn or other outbuildings, shall not be used on any lot as a permanent residence.

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 Department of Environmental Conservation, approval of which shall be the responsibility of each lot owner.

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 recommendation of the Department of Environmental Conservation, approval of which shall be the responsibility of each lot owner.

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 or disposal of such materials shall be kept in a clean and sanitary condition.

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.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. All dogs shall be restrained as necessary to prevent their becoming a nuisance.

To maintain the setting and aesthetic value of Wintergreen Acres Subdivision, no standing timber shall be cut except that which is necessary and reasonable for clearing for dwelling or other buildings, or garden, or that which is necessary and reasonable to remove hazardous and dangerous timber, or

for clearing of access roadway on any lot. No open burning of brush or trash will be permitted unless permission is obtained from an authorized fire official, with fire prevention rules to be strictly followed.

No oil or natural gas drilling shall be permitted upon any lot, nor any development operations of any kind shall be permitted.

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than two feet square advertising the property for sale or rent and a sign of no more than two feet square to show property ownership.

Each lot owner shall, at the time of driveway construction, provide a minimum 12 inch 10 gauge corrugated metal or equivalent pipe, so as not to block drainage.

ENFORCEMENT: Any owner shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, as imposed by the provisions of this declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

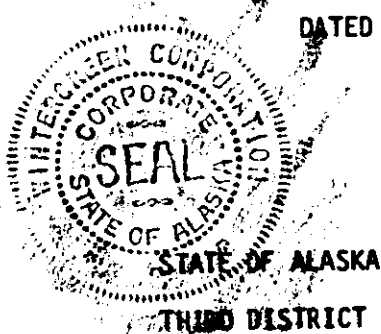
SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

TERM: These covenants shall run with the land and be binding on all parties and all persons claiming under them for a period of thirty years from the date of recordation, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

DATED this 2nd day of May, 1984.

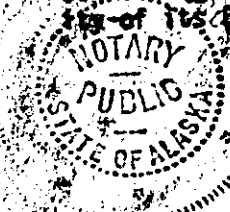
WINTERGREEN CORPORATION, an
Alaska corporation

by Helen A. Butcher
Authorized Signature ^{its} Secretary



} ss.

On this 2nd day of May, 1984, before me, appeared HELEN A. BUTCHER known to me to be the president/secretary of Wintergreen Corporation, and said that she knew the contents of the foregoing instrument, and acknowledged the same to be the act of said corporation, done by authority of its Board of Directors.



Ann C. Silvers
Notary Public for Alaska.
My commission expires: 2-7-86

84- 011388
11-

RECORDED
PALMER REC.
DISTRICT

MAY 9 12 28 PM '84

REQUESTED

ADDRESS

Wintergreen Corp.
PO Box 4-1203
Anch. 99509

22861

PROTECTIVE COVENANTS AND RESTRICTIONS FOR WINTERGREEN ACRES
SUBDIVISION Plat 79-307, March 5, 1979, as revised July 1984
Palmer Recording District, State of Alaska.

WINTERGREEN CORPORATION, owner, desires to assure the development of Wintergreen Acres on a high level for the benefit of future property owners, and for protection of property values therein, places these protective covenants for the use and improvement of said platted land, and file for record this declaration.

The covenants shall apply to all lots in WINTERGREEN ACRES Subdivision, excepting therefrom Lots 9, Block 4, and Lots 5 thru 10, Block 2, and all of Block 1 which may be multiple dwelling lots

No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling and a private garage for not more than three cars. No dwelling shall be permitted on any lot of less than 800 square feet for a primary residence, and no more than 2½ stories in height. Storage buildings shall not exceed 600 square feet in size nor be more than one story, and shall be of the same quality and workmanship as the residential dwelling. No mobile home shall be placed on any lot. No structure shall be located on any lot nearer than 30 feet from the right of way line of any public right of way. No structure shall be placed nearer than 20' from any side lot line, or 20' from the rear lot line. Temporary structures, such as trailer, tent, shack, garage, barn or other outbuildings, shall not be used on any lot as a permanent residence.

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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.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. All dogs shall be restrained as necessary to prevent their becoming an nuisance. No horses are allowed.

To maintain the setting and aesthetic value of Wintergreen Acres Subdivision, no standing timber shall be cut except that which is necessary and reasonable for clearing for dwelling or other buildings, or garden, or that which is necessary and reasonable to remove hazardous and dangerous timber, or for clearing of access roadways on any lot. No open burning of brush or trash will be permitted unless permission is obtained from an authorized fire official, with fire prevention rules to be strictly followed.

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 recommendation of the Department of Environmental Conservation, approval of which shall be the responsibility of each lot owner.

No oil or natural gas drilling shall be permitted upon any lot, nor any development operations of any kind shall be permitted.

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than two feet square advertising the property for sale or rent and a sign of no more than two feet square to show property ownership.

Each lot owner shall, at the time of driveway construction, provide a minimum 12 inch 10 gauge corrugated metal or equivalent pipe, so as to provide and not block drainage.

ARCHITECTURAL CONTROL: An architectural control committee shall approve plans for structures within the subdivision, which approval shall not be unreasonably withheld. The committee shall have 3 members, any 2 of which shall approve plans, who must be owners or their representatives of the lots. In case of vacancy, two members shall appoint the third member. The initial committee shall be Michael Butcher, 892-6662, Helen Butcher, 562-2421, and Jeff Moreland, 274-2226.

ENFORCEMENT: Any owner shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, as imposed by the provisions of this declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

TERM: These covenants shall run with the land and be binding on all parties and all persons claiming under them for a period of thirty years from the date of recordation, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

DATED this 17th day of July, 1984.

WINTERGREEN CORPORATION, an
Alaskan corporation

by *Helen A. Butcher*
Its Secretary

STATE OF ALASKA

THIRD DISTRICT

} ss.

adde 004334

On this 17th day of July, 1984, before me, appeared Helen A. Butcher, known to me to be the secretary of Wintergreen Corporation, and said that she knew the contents of the foregoing instrument, and acknowledged the same to be the act of said corporation, done by authority of its Board of Directors.

Donna K. Garcia
Notary Public for Alaska.
My commission expires:

My Commission Expires
August 4, 1987

84- 018301

1100

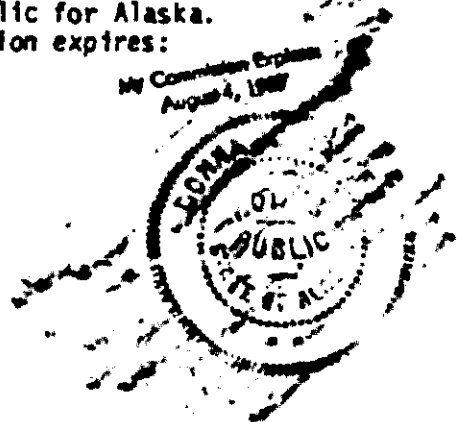
RECORDED
PALMER REC.
DISTRICT

JUL 18 10 29 AM '84

-2-

REQUESTED *Aurora Inc. Ready*
ADDRESS *4744 Denali*

35570 Aurora, AK.
99503



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S
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A

cc

Amended Protective Covenants and Restrictions for
WINTERGREEN ACRES SUBDIVISION, Plat No. 79-307
in the Palmer Recording District, Third Judicial District
State of Alaska

The undersigned, being a majority of the owners of lots in Wintergreen Acres Subdivision, according to Plat No. 79-307, in the Palmer Recording District, Third Judicial District, State of Alaska, hereby amend the Protective Covenants and Restrictions for WINTERGREEN ACRES SUBDIVISION, recorded July 18, 1984, in book 369 at page 3, in the Palmer Recording District, Third Judicial District, State of Alaska (hereinafter the "Covenants") as follows:

The second paragraph of the Covenants which provide:

"The covenants shall apply to all lots in WINTERGREEN ACRES Subdivision, excepting therefrom Lots 9, Block 4, and Lots 5 thru 10, Block 2, and all of Block 1 which may be multiple dwelling lots."

shall be amended to provide as follows:

"The covenants shall apply to all lots in WINTERGREEN ACRES SUBDIVISION."

Except as expressly amended herein, the Covenants remain unchanged.

Date: Nov. 12, 2002

Merle I. Millar
Merle I. Millar, Trustee of Alyson J. Millar Trust,
Melissa B. Millar Trust, Lanie M. Millar Trust,
Helene O. Millar Trust, owners of Lots 1, 2, 3,
Block 1, Lots 5, 6, 9 and 10, Block 2.

Date: March 23, 2003

Michael O. Butcher
Michael O. Butcher, Trustee of Merle Y. Liburd
Trust, owner of Lots 7 and 8, Block 2

Date: 4/9, 2003

Warren S. Foster
Warren S. Foster, owner of Lots 5, 6, 7 and
8, Block 3

Date: April 9, 2003

Kaye J. Foster
Kaye J. Foster, owner of Lots 5, 6, 7 and 8,
Block 3

Date: April 7, 2003

David J. Bentley
David J. Bentley, owner Lot 3, Block 3

Date: Apr. 7, 2003

Suzanne M. Bentley
Suzanne M. Bentley, owner Lot 3, Block 3



Date: 3-24, 2003

Carol L. Moorman
Carol L. Moorman, owner Lot 2, Block 4

Date: 3/24, 2003

Joel D. Moorman
Joel D. Moorman, owner Lot 2, Block 4

Date: 4/15, 2003

Helen A. Butcher
Helen A. Butcher, owner of Lot 4, 7, 8,
Block 1, Lot 8, Block 4

Date: Nov 18th, 2002

Gertrude Glad
Gertrude Glad, owner of Lot 5, Block 1

Aurora, Inc., an Alaska corporation

Date: March 23, 2003

By: Michael O. Butcher
Michael O. Butcher, president, owner of
Lot 6, Block 1, Lot 4, Block 2

Date: _____, 2002

Paul D. Millburg, owner of Lots 6 and 9,
Block 4

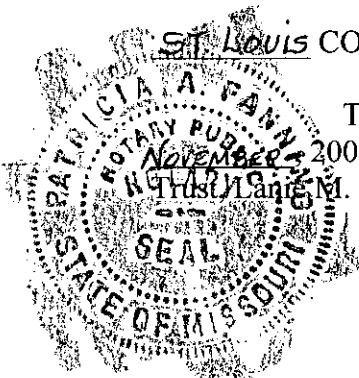
Date: _____, 2002

Colleen Millburg, owner of Lots 6 and 9,
Block 4

STATE OF MISSOURI)

ST. LOUIS COUNTY)

) ss.



The foregoing instrument was acknowledged before me this 12th day of November, 2002, by Merle I. Millar, Trustee of Alyson J. Millar Trust, Melissa B. Millar Trust, and Helene O. Millar Trust on behalf of each trust.

Patricia A. Fanning
PATRICIA A. FANNING
NOTARY PUBLIC FOR MISSOURI
My commission expires: JULY 31, 2006

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23rd day of March, 2003, by Michael O. Butcher, Trustee of the Merle Y. Liburd Trust on behalf of the Trust.

Gayle M. Ganeczek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/03

Amended Protective Covenants and Restrictions for
WINTERGREEN ACRES



Page 2



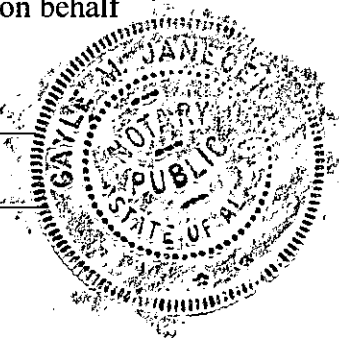
3 of 6

2003-010580-0

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

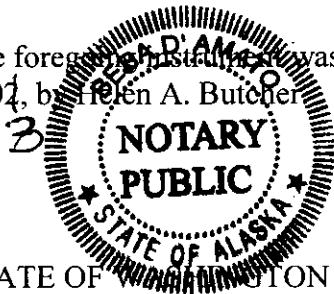
The foregoing instrument was acknowledged before me this 23rd day of March, 2002, by Michael O. Butcher, president of Aurora, Inc., an Alaska corporation, on behalf of the corporation.

Gayle M. Janeczek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/05



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 15th day of April, 2002, by Helen A. Butcher



Beba S. Amato
NOTARY PUBLIC FOR ALASKA
My commission expires: January 27, 2007

STATE OF WASHINGTON)
) ss.
King COUNTY)

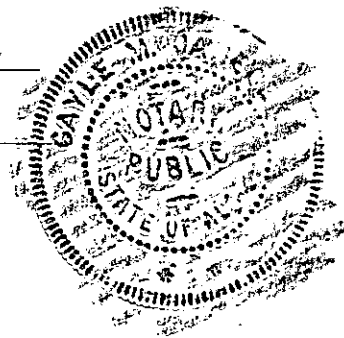
The foregoing instrument was acknowledged before me this 18th day of November, 2002, by Gertrude Chad.



Amy M. Fuller
NOTARY PUBLIC FOR WASHINGTON
My commission expires: 06/15/03

The foregoing instrument was acknowledged before me this 9th day of APRIL, 2002, by Warren S. Foster.

Gayle M. Janeczek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/05



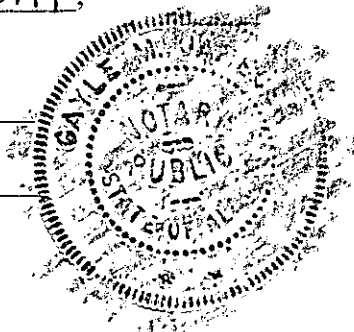
Amended Protective Covenants and Restrictions for
WINTERGREEN ACRES



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 9th day of April,
2002³ by Kaye J. Foster.

Gaige M. Janacek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/05



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
2002, by Paul D. Millburg.

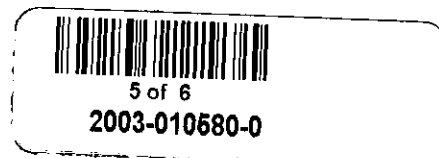
NOTARY PUBLIC FOR ALASKA
My commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
2002, by Colleen Millburg.

NOTARY PUBLIC FOR ALASKA
My commission expires: _____

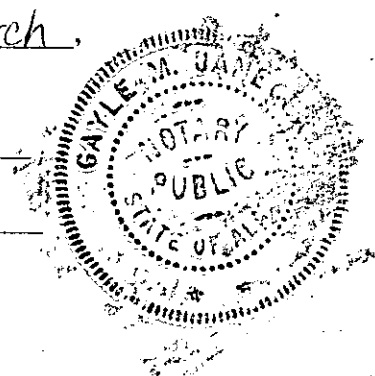
After recording return to:
Helen A. Butcher
4741 Denali St, #1
Anchorage, AK 99503



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 24th day of March,
~~2007~~ by Carol L. Moorman
2003

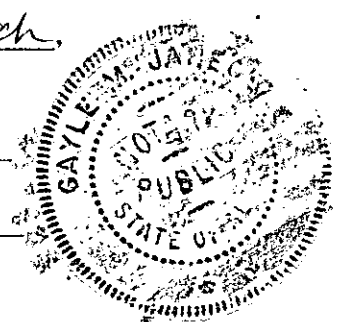
Gayle M. Janeczek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/05



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 24th day of March,
~~2002~~ by Joel D. Moorman
2003

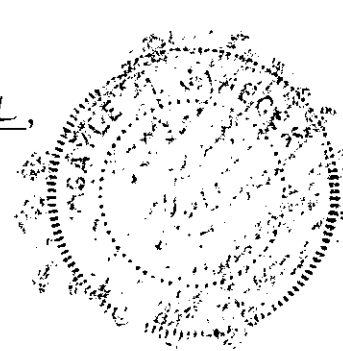
Gayle M. Janeczek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/05



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 7th day of APRIL,
~~2007~~ by David J. Bentley
3

Gayle M. Janeczek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/05



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 7th day of APRIL,
~~2007~~ by Suzanne M. Bentley
3

Gayle M. Janeczek
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/18/05

