

PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE  
TIERRA VERDE SUBDIVISION

PREAMBLE

1 T & V DEVELOPMENT, INC. does hereby establish and file for record the  
2 following declarations, reservations, protective covenants, limitations,  
3 conditions, and restrictions regarding the use and/or improvement of the  
4 property located in the Tierra Verde Subdivision and located in the N $\frac{1}{2}$ ,  
5 the N $\frac{1}{2}$  of the S $\frac{1}{2}$ , the N $\frac{1}{2}$  of S $\frac{1}{2}$  of the S $\frac{1}{2}$  and the E $\frac{1}{2}$  of the S $\frac{1}{2}$  of S $\frac{1}{2}$  of the  
6 S $\frac{1}{2}$ ; all being in the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 22, T.17 N., R.2 W., Seward  
7 Meridian; the plat of which is recorded in the Office of the Recorder for the  
8 Palmer Recording District as Plat #72-57, Serial # 72-3841 of the said  
9 records, which said plat makes reference to these covenants.

10 COVENANTS

11 1. No buildings or attachments shall be located on any lot nearer to  
12 the shoreline of Lucile Creek than sixty (60) feet. No buildings and  
13 attachments shall be located on any lot nearer than forty (40) feet to all  
14 roads. No buildings or attachments shall be located on any lot nearer than  
15 fifteen (15) feet to the rear lot line or any interior lot line.

16 2. No lot shall be used except for recreational/residential purposes.  
17 All lots may be further subdivided only in accordance with Matanuska-Susitna  
18 Borough regulations.

19 3. No trailers less than eight (8) feet wide by forty (40) feet in  
20 length may be used on the lots. No leanto may be longer or wider than the  
21 trailer; and the leanto and trailer are to be completely finished on the  
22 outside and skirted.

23 4. No structure of a temporary character; trailer, basement, tent,  
24 shack, garage, barn, quonset hut, or other outbuilding, shall be used on  
25 any lot as a permanent residence. Any such structure may be used as a  
26 temporary residence for no more than six (6) months.

27 5. No building may remain in an unfinished state for more than one  
28 and one half (1 $\frac{1}{2}$ ) years. All outbuildings, storage buildings or privies,  
29 shall be of the same desirable quality and workmanship as any recreational/  
30 residential dwelling.

31 6. To maintain the setting and aesthetic value of the Tierra Verde  
32 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 on any lot.

7. Easements for installation and maintenance of utilities are reserved  
as shown on the recorded plat.

8. No individual sewage disposal system or privie shall be permitted  
on any lot unless such system or privie is designed, located and constructed  
in accordance with the requirements, standards, and recommendations of the  
Commissioner of Health and Welfare. Approval of such system as installed  
shall be obtained from such authority.

9. 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 lot shall be used for  
storage of vehicles, trailers, campers, or surplus property unless properly  
garaged.

10. No activity which is noxious or offensive shall be permitted nor  
shall anything be done thereon which may be unsightly, or become an  
annoyance or nuisance to the neighborhood.

1 11. No animals, livestock, or poultry of any kind shall be raised,  
2 bred or kept on any lot except dogs, cats, or other household pets, provided  
3 that they are not kept, bred, or maintained for any commercial purposes.

4 12. No oil or mineral rights are acquired with this land.

5 GENERAL PROVISIONS

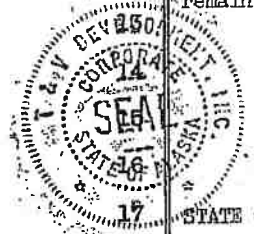
6 1. These covenants and general provisions are to run with the land and  
7 shall be binding on all parties and all persons claiming under them unless an  
8 instrument signed by the owners of a majority of lots of record has been  
9 recorded, agreeing to change said covenants and/or general provisions in  
10 whole or part.

11 2. Enforcement shall be by proceedings at law or in equity against any  
12 person or persons violating or attempting to violate any covenant either to  
13 restrain violation or to recover damages and such actions may be brought by  
14 the owner or owners of record of any lot in the subdivision.

15 3. Invalidation of any one of these covenants by judgement or court  
16 order shall in no wise affect any of the other provisions which shall  
17 remain in full force and effect.

T & V DEVELOPMENT, INC.

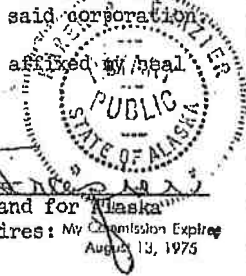
Jeremy Voss  
JEREMY VOSS President



17 STATE OF ALASKA }  
18 THIRD JUDICIAL DISTRICT } ss.

19 THIS IS TO CERTIFY that on this 14th day August, 1972, before me,  
20 the undersigned, a Notary Public, duly commissioned and sworn as such,  
21 personally appeared JEREMY VOSS of T & V DEVELOPMENT, INC., a corporation  
22 organized and existing by virtue of the laws of the State of Alaska, to me  
23 known to be the president of the said corporation, and acknowledged that  
24 the seal affixed to the within instrument is the corporate seal of said  
25 corporation, and that said instrument was signed and sealed in behalf of said  
26 corporation by authority of its Board of Directors, and the said officer(s)  
27 acknowledged said instrument to be the free act and deed of said corporation.

28 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal  
29 the day and year first hereinabove written.



72. 003826  
5:00

Joren [Signature]  
Notary Public in and for Alaska  
My commission expires: My Commission Expires  
August 13, 1975

RECORDED FILED  
PALMER REC.  
DISTRICT

AUG 15 8 56 AM '72

REQUESTED BY B.H. Tilton  
ADDRESS for T+V Development, Inc.

Box 7562  
Anch. Ak. 99510  
Rec 472 824