

171422

36328

REC & RET TO:
KURT STENEHJEM
3829 YOUNG STREET
ANCHORAGE AK 99508

FORM 0856 PAGE 339

BOOK PAGE

Palmer Recording District

**INDENTURE OF PROTECTIVE COVENANTS
FOR
HAGION SHORES**

PART A. PREAMBLE:

On this 12th day of July, 1996, for the purpose of protecting the property known as HAGION SHORES situated in the E1/2 E1/2 of Section 19, T19N, R4W, Seward Meridian, Palmer Recording District, Alaska, the owners do hereby restrict the use of the property to the following uses.

PART B. AREA OF APPLICATION

These covenants shall apply to Parcels A, B, and C of Waiver Resolution Serial No. 95-44-PWm as recorded in Book 0830 page 916, 917, 918, 919, 920.

C-1 Land Use and Building Type

No lot shall be used except for residential purposes.

C-2 Dwelling Quality

No residential trailers, pre-fabricated or mobile homes will be allowed at any time within this subdivision.

C-3 Building Location

No building shall be located on any lot nearer than fifty (50) feet to any lot line. For the purpose of this covenant eaves, steps and open porches shall not be considered as part of a building.

C-4 Temporary Structures

No structure of a temporary character, trailer, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, excepting that a basement may be inhabited for a period not to exceed eighteen (18) months while the rest of the residence is being completed.

C-5 Completion of Exteriors

All structures must be enclosed and exteriors finished within eighteen (18) months of initial construction.

C-6 Wood Burning Devices

All wood burning devices shall be equipped with operable catalytic converters or other smoke reducing devices which produce an efficiency rating of a minimum of 60% in accordance with industry standards of 1996.

C-7 Generators

The operation of generators or other internal combustion devices on individual lots shall not produce noise which can be appreciably heard on adjoining lots within this subdivision. Such devices shall be contained in sound retention enclosures and vented to direct any noise and/or exhaust upward away from adjoining property.

C-8 Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The

easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements of which a public or private authority or utility company is responsible.

C-9 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-10 Signs

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-11 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-12 Livestock and Poultry

No animals, sled dogs, livestock, or poultry of any kind shall be raised, bred or kept on any lot or maintained for any commercial purpose. No sled dogs of any kind shall be raised, bred or kept on any lot or maintained for any non-commercial purpose. No vicious dog, as defined in the ordinances of the Matanuska-Susitna Borough, shall be kept on any lot. Horses may be kept on any lot provided they are not allowed to defoliate the landscape. This authorization for the keeping of pets as provided in this paragraph is subject to the requirement that the premises be kept clean and orderly at all times, so that the occupants of the other lots in the subdivision will not be subjected to unsightly premises or subjected to the noises or odors which would interfere with the reasonable enjoyment of the premises they occupy.

C-13 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground, recycling site or commercial burn site for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-14 Water Supply

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

C-15 Sewage Supply

Sewage disposal systems shall be located, constructed, equipped and operated in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

C-16 Oil and Gasoline Tanks

Fuel oil and or gasoline storage tanks shall be placed and maintained in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof.

C-17 Fences

No fence shall be erected, built or maintained which is higher than six (6) feet.

C-18 Trees

No owner shall be permitted to clear more than twenty (20) percent of the trees from a lot on which standing trees of size and beauty exist. No clear-cutting shall be allowed within twenty five (25) feet of side property lines. Trees may be thinned so long as maximum natural beauty and aesthetic value of trees is retained. All stumps and vegetation which are excavated for any reason

(e.g. the installation of driveways, septic systems, foundations) shall be removed from the lot and the disturbed area seeded or graveled.

C-19 Sight Distance at Intersection

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations above two feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley easement. If Borough standards are stricter than these stated here then the Borough standards shall apply.

C-20 Inoperable Vehicles

No inoperable vehicle shall be parked on or maintained upon any lot or within any lot or within any street or 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 discretion, for a period of not to exceed thirty (30) days (subject to availability of parts), shall not be considered a violation of this provision.

C-21 Non street legal Motorized Vehicles

All non street legal motorized vehicles, (e.g. snowmobiles, dirt bikes, ATVs, etc) shall not be operated on the trails or easements of this subdivision in a manner offensive to the neighborhood.

C-22 Trail Easements

Trail easements as shown on the plat or described in the applicable deeds shall be reserved for the benefit of and remain under the control of Kurt Stenehjem or his assigns, hereinafter referred to as TC (Trail Controller), and the trail easements shall run with the land that the trail easements burden. The reserved trail easements are commercial easements in gross and may be alienable by Kurt Stenehjem or assigns. Maintenance shall be the responsibility of TC and shall be done at TC's discretion. Use of said trails shall be governed by TC including what, when, where,

how and who is allowed to use said trails. TC may, at his discretion, charge user fees to lot owners, guests and/or the general public. Trail easements shall be subject to the rules and regulations as determined by the T. C..

C-23 Subdividing

Platted lots may not be reduced in size unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants within the development known as HAGON SHORES situated in the E1/2 E1/2 of Section 19, T1 9N, R4W, Seward Meridian, Palmer Recording District, Alaska agree to the re-subdivision and sign the plat to indicate their agreement. Owners of contiguous lots, however, may merge their lots without the consent of the other lot owners so that a larger lot is created. The merged lot may not subsequently be resubdivided unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants agree to the resubdivision and sign the plat to indicate their agreement.

C-24 Term

These covenants are to run with the land and shall be binding on all parties and all persons for a period of thirty (30) 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 a two thirds (2/3) majority of the known owners of the lots has been recorded, agreeing to change said covenants in whole or part.

C-25 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-26 Severability

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

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Palmer Recording District

**INDENTURE OF PROTECTIVE COVENANTS
FOR
HAGION SHORES ESTATES
PL 96-53**

PART A. PREAMBLE:

On this ~~14th~~ day of ~~August~~, 1996, for the purpose of protecting the property known as situated in the E1/2 E1/2 of Section 19, T19N, R4W, Seward Meridian, Palmer Recording District, Alaska, the owners do hereby restrict the use of the property to the following uses

PART B. AREA OF APPLICATION

These covenants shall apply to Lots 1 thru 8 of the HAGION SHORES ESTATES Subdivision.

C-1 Land Use and Building Type

No lot shall be used except for residential purposes

C-2 Dwelling Quality

No residential trailers, pre-fabricated or mobile homes will be allowed at any time within this subdivision.

C-3 Building Location

No building shall be located on any lot nearer than twenty five (25) feet to any lot line. For the purpose of this covenant eaves, steps and open porches shall be considered part of a building.

C-4 Temporary Structures

No structure of a temporary character, trailer, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, excepting that a basement may be inhabited for a period not to exceed eighteen (18) months while the rest of the residence is being completed.

C-5 Completion of Exteriors

All structures must be enclosed and exteriors finished within eighteen (18) months of initial construction.

C-6 Wood Burning Devices

All wood burning devices shall be equipped with operable catalytic converters or other smoke reducing devices which produce an efficiency rating of a minimum of 60% in accordance with industry standards of 1996.

C-7 Generators

The operation of generators or other internal combustion devices on individual lots shall not produce noise which can be appreciably heard on adjoining lots within this subdivision. Such devices shall be contained in sound retention enclosures and vented to direct any noise and/or exhaust upward away from adjoining property.

C-8 Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The

easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements of which a public or private authority or utility company is responsible.

C-9 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-10 Signs

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period

C-11 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-12 Livestock and Poultry

No animals, sled dogs, livestock, or poultry of any kind shall be raised, bred or kept on any lot or maintained for any commercial purpose. No sled dogs of any kind shall be raised, bred or kept on any lot or maintained for any non-commercial purpose. No vicious dog, as defined in the ordinances of the Matanuska-Susitna Borough, shall be kept on any lot. Horses may be kept on any lot provided they are not allowed to defoliate the landscape. This authorization for the keeping of pets as provided in this paragraph is subject to the requirement that the premises be kept clean and orderly at all times, so that the occupants of the other lots in the subdivision will not be subjected to unsightly premises or subjected to the noises or odors which would interfere with the reasonable enjoyment of the premises they occupy. *A maximum of three dogs are allowed to be kept on any lot at any time. xms*

C-13 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground, recycling site or commercial burn site for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-14 Water Supply

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

C-15 Sewage Supply

Sewage disposal systems shall be located, constructed, equipped and operated in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

C-16 Oil and Gasoline Tanks

Fuel oil and or gasoline storage tanks shall be placed and maintained in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof.

C-17 Fences

No fence shall be erected, built or maintained which is higher than six (6) feet.

C-18 Trees

No owner shall be permitted to clear more than twenty (20) percent of the trees from a lot on which standing trees of size and beauty exist. No clear-cutting shall be allowed within twenty five (25) feet of side property lines. Trees may be thinned so long as maximum natural beauty and aesthetic value of trees is retained. All stumps and vegetation which are excavated for any reason

(e.g. the installation of driveways, septic systems, foundations) shall be removed from the lot and the disturbed area seeded or graveled.

C-19 Sight Distance at Intersection

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations above two feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley easement. If Borough standards are stricter than these stated here then the Borough standards shall apply.

C-20 Inoperable Vehicles

No inoperable vehicle shall be parked on or maintained upon any lot or within any lot or within any street or 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 discretion, for a period of not to exceed thirty (30) days (subject to availability of parts), shall not be considered a violation of this provision.

C-21 Non street legal Motorized Vehicles

All non street legal motorized vehicles, (e.g. snowmobiles, dirt bikes, ATVs, etc) shall not be operated on the trails or easements of this subdivision in a manner offensive to the neighborhood.

C-22 Trail Easements

Trail easements as shown on the plat or described in the applicable deeds of property situated in the E1/2 E1/2 of Section 19, T1 9N, R4W, Seward Meridian, Palmer Recording District, Alaska shall be reserved for the benefit of and remain under the control of Kurt Stenehjem or his assigns, hereinafter referred to as TC (Trail Controller), and the trail easements shall run with the land that the trail easements burden. The reserved trail easements are commercial easements in gross and may be alienable by Kurt Stenehjem or assigns. Maintenance shall be the responsibility

of TC and shall be done at TC's discretion. Use of said trails shall be governed by TC including what, when, where, how and who is allowed to use said trails. TC may, at his discretion, charge user fees to lot owners, guests and/or the general public. Trail easements shall be subject to the rules and regulations as determined by the T. C..

C-23 Subdividing

Platted lots may not be reduced in size unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants within the development known as HAGION SHORES situated in the E1/2 E1/2 of Section 19, less the ~~NE1/4 NE1/4 NE1/4 T19N R4W~~ ^{SE1/4 SE1/4 SE1/4 T19N R4W}, Seward Meridian, Palmer Recording District, Alaska agree to the re-subdivision and sign the plat to indicate their agreement. Owners of contiguous lots, however, may merge their lots without the consent of the other lot owners so that a larger lot is created. The merged lot may not subsequently be resubdivided unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants agree to the resubdivision and sign the plat to indicate their agreement.

C-24 Term

These covenants are to run with the land and shall be binding on all parties and all persons for a period of thirty (30) 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 a two thirds (2/3) majority of the known owners of the lots has been recorded, agreeing to change said covenants in whole or part.

C-25 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-26 Severability

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

PART E. ATTEST

From all men by these presents that we, the undersigned, in witness thereof have been hereunto set our hands and seals this 14th day of August, 1996.

Witness

[Handwritten signature]

STATE OF ALASKA

MATANUSKA-SUSITNA BOROUGH

This is to certify that on this 14th day of August, 1996, before the undersigned, a Notary Public in and for said State, personally appeared Kurt W. Stenehjem

known to me be the person who executed the within instrument

[Handwritten signature]
Notary Public in and for the State of Alaska

My Commission expires Feb. 15, 1996

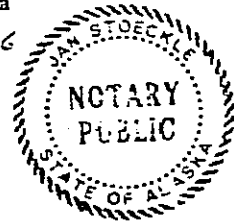
96-012696

33 cc

PALMER REC. DISTRICT
REQUESTED BY

[Handwritten signature: Kurt Stenehjem]

'96 AUG 21 AM 10 33



Return to: Kurt W Stenehjem
3829 Young Street
Anch. AK 99508

Base Copy

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Book ____ Page ____

Palmer Recording District

**ADDENDUM TO
INDENTURE OF PROTECTIVE COVENANTS
FOR
HAGION SHORES ESTATES**

PLAT 96-53

In addition to the covenants recorded on August 21, 1996, Book 0861, Page 784
for the purpose of protecting the property known as Hagion Shores Estates ^{Plat No. 96-53} situated in the E 1/2,
E 1/2 of Section 19, Township 19 North, Range 4 West, Seward Meridian, Palmer Recording
District, Alaska, the owners do hereby covenant and agree to further restrict the use of the
property as follows, with said restrictions to run with the land:

Amending Section C-12 to add:

Horses may not be kept on any lot less than three (3) acres in size.

AREA OF APPLICATION

These covenants shall apply to Lots 3 through 8 of the HAGION SHORES
ESTATES Subdivision.

ATTEST AND ACKNOWLEDGMENT

From all men by these presents that we, the undersigned, owners of one hundred
percent (100%) of the affected property in witness thereof have hereunto set our hands and seals.

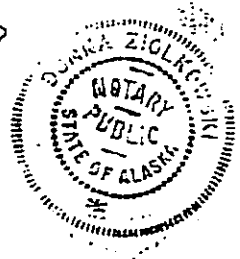
DATED this 17th day of October, 1996.

By: Taylor L. West
Taylor L. West

THIS IS TO CERTIFY that on the 17th day of October, 1996, at Anchorage Alaska, before me personally appeared TAYLOR L. WEST, whom I know to be the person he represents himself to be, and the same identical person who executed the above and foregoing ADDENDUM TO INDENTURE OF PROTECTIVE COVENANTS; and who acknowledged to me that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS HEREOF, I have hereunto set my hand and seal.

Dennis Zolowski
Notary Public for Alaska
My Commission Expires: 11/1/97



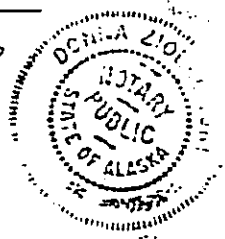
DATED this 17th day of October, 1996.

By: Susan M. West
Susan M. West

THIS IS TO CERTIFY that on the 17th day of October, 1996, at Anchorage Alaska, before me personally appeared SUSAN M. WEST, whom I know to be the person she represents herself to be, and the same identical person who executed the above and foregoing ADDENDUM TO INDENTURE OF PROTECTIVE COVENANTS; and who acknowledged to me that she executed the foregoing instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS HEREOF, I have hereunto set my hand and seal.

Dennis Zolowski
Notary Public for Alaska
My Commission Expires: 11/1/97



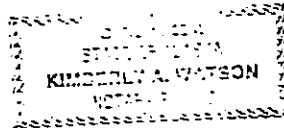
DATED this 22 day of October, 1996.

By: [Signature]
Kurt W. Stenehjem

THIS IS TO CERTIFY that on the 22 day of October, 1996, at Anchorage ~~Seattle~~ (Ala) Alaska, before me personally appeared KURT W. STENEHJEM, whom I know to be the person he represents himself to be, and the same identical person who executed the above and foregoing ADDENDUM TO INDENTURE OF PROTECTIVE COVENANTS; and who acknowledged to me that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

[Signature]
Notary Public for Alaska
My Commission Expires: 2-299



Return to: Kurt W. Stenehjem
3829 Young Street
Anchorage, Alaska 99508

96-16574 21-
PALMER REC. DISTRICT
REQUESTED BY _____ MCKINLEY TITLE & TRUST
1700 E. PARKS HWY.
WASILLA, ALASKA 99687

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Palmer Recording District

**INDENTURE OF PROTECTIVE COVENANTS
FOR
HAGION SHORES ESTATES ADDITION #1
PLAT # 98-9**

PART A. PREAMBLE:

On this 10th day of Feb., 1998, for the purpose of protecting the property known as HAGION SHORES ESTATES SUBDIVISION ADDITION NO. 1, situated in the E1/2 E1/2 of Section 19, T19N, R4W, Seward Meridian, Palmer Recording District, Alaska, the owners do hereby restrict the use of the property to the following uses.

PART B. AREA OF APPLICATION

These covenants shall apply to Lots 9A thru 12, Block 1, of the HAGION SHORES ESTATES SUBDIVISION ADDITION NO. 1.

C-1 Land Use and Building Type

No lot shall be used except for residential purposes.

C-2 Dwelling Quality

No residential trailers, pre-fabricated or mobile homes will be allowed at any time within this subdivision.

C-3 Building Location

No building shall be located on any lot nearer than twenty five (25) feet to any lot line or seventy five (75) feet from any water course except as allowed in Borough code. For the purpose of this covenant eaves, steps and open porches shall be considered part of a building.

C-4 Temporary Structures

No structure of a temporary character, trailer, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, excepting that a basement may be inhabited for a period not to exceed eighteen (18) months while the rest of the residence is being completed.

C-5 Completion of Exteriors

All structures must be enclosed and exteriors finished within eighteen (18) months of initial construction.

C-6 Wood Burning Devices

All wood burning devices shall be equipped with operable catalytic converters or other smoke reducing devices which produce an efficiency rating of a minimum of 60% in accordance with industry standards of 1996.

C-7 Generators

The operation of generators or other internal combustion devices on individual lots shall not produce noise which can be appreciably heard on adjoining lots within this subdivision. Such devices shall be contained in sound retention enclosures and vented to direct any noise and/or exhaust upward away from adjoining property.

C-8 Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The

casement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements of which a public or private authority or utility company is responsible.

C-9 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-10 Signs

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-11 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-12 Livestock and Poultry

No animals, sled dogs, livestock, or poultry of any kind shall be raised, bred or kept on any lot or maintained for any commercial purpose. No sled dogs of any kind shall be raised, bred or kept on any lot or maintained for any non-commercial purpose. No more than three dogs are allowed to be kept on any lot at any time. No vicious dog, as defined in the ordinances of the Matanuska-Susitna Borough, shall be kept on any lot. Horses may not be kept on any lot less than five (5) acres in size and provided they are not allowed to defoliate the landscape. This authorization for the keeping of pets as provided in this paragraph is subject to the requirement that the premises be kept clean and orderly at all times, so that the occupants of the other lots in the subdivision will not be subjected to unsightly premises or subjected to the noises or odors which would interfere with the reasonable enjoyment of the premises they occupy.

C-13 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground, recycling site or commercial burn site for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-14 Water Supply

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

C-15 Sewage Supply

Sewage disposal systems shall be located, constructed, equipped and operated in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Environmental Conservation. Approval of such system as installed shall be obtained from such authority.

C-16 Oil and Gasoline Tanks

Fuel oil and or gasoline storage tanks shall be placed and maintained in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof.

C-17 Fences

No fence shall be erected, built or maintained which is higher than six (6) feet.

C-18 Trees

No owner shall be permitted to clear more than twenty (20) percent of the trees from a lot on which standing trees of size and beauty exist. No clear-cutting shall be allowed within twenty five (25) feet of side property lines. Trees may be thinned so long as maximum natural beauty and

aesthetic value of trees is retained. All stumps and vegetation which are excavated for any reason (e.g. the installation of driveways, septic systems, foundations) shall be removed from the lot and the disturbed area seeded or graveled.

C-19 Sight Distance at Intersection

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations above two feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley easement. If Borough standards are stricter than these stated here then the Borough standards shall apply.

C-20 Inoperable Vehicles

No inoperable vehicle shall be parked on or maintained upon any lot or within any lot or within any street or 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 discretion, for a period of not to exceed thirty (30) days (subject to availability of parts), shall not be considered a violation of this provision.

C-21 Non street legal Motorized Vehicles

All non street legal motorized vehicles, (e.g. snowmobiles, dirt bikes, ATVs, etc) shall not be operated on the trails or easements of this subdivision in a manner offensive to the neighborhood.

C-22 Trail Easements

Trail easements as shown on the plat or described in the applicable deeds of property situated in the E1/2 E1/2 of Section 19, T19N, R4W, Seward Meridian, Palmer Recording District, Alaska shall be reserved for the benefit of and remain under the control of Kurt Stenehjem or his assigns, hereinafter referred to as TC (Trail Controller), and the trail easements shall run with the land that the trail easements burden. The reserved trail easements are commercial easements in

gross and may be alienable by Kurt Stencljem or assigns. Maintenance shall be the responsibility of TC and shall be done at TC's discretion. Use of said trails shall be governed by TC including what, when, where, how and who is allowed to use said trails. TC may, at his discretion, charge user fees to lot owners, guests and/or the general public. Trail easements shall be subject to the rules and regulations as determined by the T. C.

C-23 Subdividing

Platted lots may not be reduced in size unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants within the development known as HAGION SHORES ADDITION NO. 1, situated in the E1/2 E1/2 of Section 19, less the SE1/4 SE1/4 T19N, R4W, Seward Meridian, Palmer Recording District, Alaska agree to the subdivision and sign the replat petition to indicate their agreement. Owners of contiguous lots, however, may merge their lots without the consent of the other lot owners so that a larger lot is created. The merged lot may not subsequently be resubdivided unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants agree to the resubdivision and sign the replat petition to indicate their agreement.

C-24 Term

These covenants are to run with the land and shall be binding on all parties and all persons for a period of thirty (30) 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 a two thirds (2/3) majority of the known owners of the lots has been recorded, agreeing to change said covenants in whole or part.

C-25 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-26 Severability

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

PART E. ATTEST

From all men by these presents that we, the undersigned, in witness thereof have been
hereto set our hands and seals this 10th day of February, 1998.

Witness [Signature]
Kurt Stenehjem
P.O. Box 251
Willow, Alaska 99688

STATE OF ALASKA
MATANUSKA-SUSITNA BOROUGH

This is to certify that on this 10th day of February, 1998, before the undersigned, a
Notary Public in and for said State, personally appeared Kurt Stenehjem

knows to me be the person who executed the within instrument. J. D. Curran

Notary Public in and for the State of Alaska

My Commission expires 12/11/00

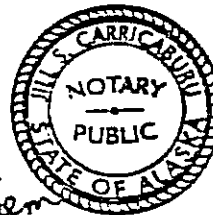
002237

Return to:

Kurt Stenehjem
P.O. Box 251,
Willow, Alaska 99688

PALMER REC. DISTRICT
REQUESTED BY Kurt Stenehjem

'98 FEB 10 PM 2 38



**INDENTURE OF PROTECTIVE COVENANTS
FOR
HAGION SHORES**

PART A. PREAMBLE:

On this 7th day of May, 1997, for the purpose of protecting the property known as HAGION SHORES situated in the E1/2 E1/2 of Section 19, T1 9N, R4W, Seward Meridian, Palmer Recording District, Alaska, the owners do hereby restrict the use of the property to the following uses.

PART B. AREA OF APPLICATION

These covenants shall apply to Parcels 1, 2, 3, and 4, Waiver Resolution Serial No. 97-66 PwM as recorded in Book 0923 page 160 through 165.

C-1 Land Use and Building Type

No lot shall be used except for residential purposes.

C-2 Dwelling Quality

No residential trailers, pre-fabricated or mobile homes will be allowed at any time within this subdivision.

C-3 Building Location

No building shall be located on any lot nearer than forty (40) feet to any lot line. For the purpose of this covenant eaves, steps and open porches shall not be considered as part of a building.

C-4 Temporary Structures

No structure of a temporary character, trailer, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, excepting that a basement may be inhabited for a period not to exceed eighteen (18) months while the rest of the residence is being completed.

C-5 Completion of Exteriors

All structures must be enclosed and exteriors finished within eighteen (18) months of initial construction.

C-6 Wood Burning Devices

All wood burning devices shall be equipped with operable catalytic converters or other smoke reducing devices which produce an efficiency rating of a minimum of 60% in accordance with industry standards of 1996.

C-7 Generators

The operation of generators or other internal combustion devices on individual lots shall not produce noise which can be appreciably heard on adjoining lots within this subdivision. Such devices shall be contained in sound retention enclosures and vented to direct any noise and/or exhaust upward away from adjoining property.

C-8 Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The

esement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements of which a public or private authority or utility company is responsible.

C-9 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-10 Signs

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-11 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-12 Livestock and Poultry

No animals, sled dogs, livestock, or poultry of any kind shall be raised, bred or kept on any lot or maintained for any commercial purpose. No sled dogs of any kind shall be raised, bred or kept on any lot or maintained for any non-commercial purpose. No vicious dog, as defined in the ordinances of the Matanuska-Susitna Borough, shall be kept on any lot. Horses may be kept on any lot provided they are not allowed to defoliate the landscape. This authorization for the keeping of pets as provided in this paragraph is subject to the requirement that the premises be kept clean and orderly at all times, so that the occupants of the other lots in the subdivision will not be subjected to unsightly premises or subjected to the noises or odors which would interfere with the reasonable enjoyment of the premises they occupy. A maximum of two dogs are allowed to be kept on any lot at any time.

C-13 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground, recycling site or commercial burn site for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-14 Water Supply

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

C-15 Sewage Supply

Sewage disposal systems shall be located, constructed, equipped and operated in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof, specifically including the Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

C-16 Oil and Gasoline Tanks

Fuel oil and or gasoline storage tanks shall be placed and maintained in accordance with the requirements, standards and recommendations of all State and local agencies or departments having jurisdiction thereof.

C-17 Fences

No fence shall be erected, built or maintained which is higher than six (6) feet.

C-18 Trees

No owner shall be permitted to clear more than twenty (20) percent of the trees from a lot on which standing trees of size and beauty exist. No clear-cutting shall be allowed within twenty five (25) feet of side property lines. Trees may be thinned so long as maximum natural beauty and aesthetic value of trees is retained. All stumps and vegetation which are excavated for any reason

(e.g. the installation of driveways, septic systems, foundations) shall be removed from the lot and the disturbed area seeded or graveled.

C-19 Sight Distance at Intersection

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations above two feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley easement. If Borough standards are stricter than these stated here then the Borough standards shall apply.

C-20 Inoperable Vehicles

No inoperable vehicle shall be parked on or maintained upon any lot or within any lot or within any street or 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 discretion, for a period of not to exceed thirty (30) days (subject to availability of parts), shall not be considered a violation of this provision.

C-21 Non street legal Motorized Vehicles

All non street legal motorized vehicles, (e.g. snowmobiles, dirt bikes, ATVs, etc) shall not be operated on easements of this subdivision.

C-22 Trail Easements

Trail easements as shown on the plat or described in the applicable deeds shall be reserved for the benefit of and remain under the control of Kurt Stenehjem or his assigns, hereinafter referred to as TC (Trail Controller), and the trail easements shall run with the land that the trail easements burden. The reserved trail easements are commercial easements in gross and may be alienable by Kurt Stenehjem or assigns. Maintenance shall be the responsibility of TC and shall be done at TC's discretion. Use of said trails shall be governed by TC including what, when, where, how and who is allowed to use said trails. TC may, at his discretion, charge user fees to lot

owners, guests and/or the general public. Trail easements shall be subject to the rules and regulations as determined by the T. C..

C-23 Subdividing

Platted lots may not be reduced in size unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants within the development known as HAGION SHORES situated in the E1/2 E1/2 of Section 19, T1 9N, R4W, Seward Meridian, Palmer Recording District, Alaska agree to the re-subdivision and sign the plat to indicate their agreement. Owners of contiguous lots, however, may merge their lots without the consent of the other lot owners so that a larger lot is created. The merged lot may not subsequently be resubdivided unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants agree to the resubdivision and sign the plat to indicate their agreement.

C-24 Term

These covenants are to run with the land and shall be binding on all parties and all persons for a period of thirty (30) 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 a two thirds (2/3) majority of the known owners of the lots has been recorded, agreeing to change said covenants in whole or part.

C-25 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-26 Severability

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

008006
PALMER
RECORDING DISTRICT

33^{cc}

1998 HY -8 AM 9:48

REQUESTED BY

McKINLEY TITLE & TRUST
1700 E. PARKS BLVD
WASILLA, ALASKA 99577

PART E. ATTEST

BOOK 0948 PAGE 232

From all men by these presents that we, the undersigned, in witness thereof have been
hereunto set our hands and seals this 7th day of May, 1998.

Witness

Kurt W. Stenehjem

STATE OF ALASKA

MATANUSKA-SUSITNA BOROUGH

This is to certify that on this 7 day of May, 1998, before the undersigned, a
Notary Public in and for said State, personally appeared

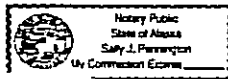
Kurt W. Stenehjem

known to me be the person who executed the within instrument.

Sally J. Pennington

Notary Public in and for the State of Alaska

My Commission expires 10-1-2000



STATE OF ALASKA

MATANUSKA-SUSITNA BOROUGH

This is to certify that on this _____ day of _____, 1998, before the undersigned, a
Notary Public in and for said State, personally appeared

known to me be the person who executed the within instrument.

Notary Public in and for the State of Alaska

My Commission expires

Return to:
Kurt Stenehjem
P.O. Box 251
Willow, AK
99688

7

cc

GEN.

2

BOOK 1034 PAGE 269

**INDENTURE OF PROTECTIVE COVENANTS
FOR
HAGION SHORES**

PART A. PREAMBLE:

On this 1st day, Sept. 1999 for the purpose of protecting the property known as HAGION SHORES situated in the E1/2 E1/2 of Section 19, T19N, R4W, Seward Meridian, Palmer Recording District, Alaska, the owners do hereby restrict the use of the property to the following uses.

PART B. AREA OF APPLICATION

These covenants shall apply to Parcels 1A, 1B, 1C, Waiver Resolution Serial No. 79-2/ PwM as recorded in Book 953 page 762 through 767

C-1 Land Use and Building Type

No lot shall be used except for residential purposes.

C-2 Dwelling Quality

No residential trailers, pre-fabricated or mobile homes will be allowed at any time within this subdivision.

C-3 Building Location

No building shall be located on any lot nearer than forty (40) feet to any lot line. For the purpose of this covenant eaves, steps and open porches shall not be considered as part of a building.

C-4 Temporary Structures

No structure of a temporary character, trailer, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, excepting that a basement may be inhabited for a period not to exceed eighteen (18) months while the rest of the residence is being completed.

C-5 Completion of Exteriors

All structures must be enclosed and exteriors finished within eighteen (18) months of initial construction.

C-6 Wood Burning Devices

All wood burning devices shall be equipped with operable catalytic converters or other smoke reducing devices which produce an efficiency rating of a minimum of 60% in accordance with industry standards of 1996.

C-7 Generators

The operation of generators or other internal combustion devices on individual lots shall not produce noise which can be appreciably heard on adjoining lots within this subdivision. Such devices shall be contained in sound retention enclosures and vented to direct any noise and/or exhaust upward away from adjoining property.

C-8 Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The

encumbrance area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements of which a public or private authority or utility company is responsible.

C-9 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-10 Signs

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-11 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-12 Livestock and Poultry

No animals, sled dogs, livestock, or poultry of any kind shall be raised, bred or kept on any lot or maintained for any commercial purpose. No sled dogs of any kind shall be raised, bred or kept on any lot or maintained for any non-commercial purpose. No vicious dog, as defined in the ordinances of the Matanuska-Susitna Borough, shall be kept on any lot. Horses may be kept on any lot provided they are not allowed to defoliate the landscape. This authorization for the keeping of pets as provided in this paragraph is subject to the requirement that the premises be kept clean and orderly at all times, so that the occupants of the other lots in the subdivision will not be subjected to unsightly premises or subjected to the noises or odors which would interfere with the reasonable enjoyment of the premises they occupy. A maximum of two dogs are allowed to be kept on any lot at any time.

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(e.g. the installation of driveways, septic systems, foundations) shall be removed from the lot and the disturbed area seeded or graveled.

C-19 Sight Distance at Intersection

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations above two feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley easement. If Borough standards are stricter than these stated here then the Borough standards shall apply.

C-20 Inoperable Vehicles

No inoperable vehicle shall be parked on or maintained upon any lot or within any lot or within any street or 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 discretion, for a period of not to exceed thirty (30) days (subject to availability of parts), shall not be considered a violation of this provision.

C-21 Non street legal Motorized Vehicles

All non street legal motorized vehicles, (e.g. snowmobiles, dirt bikes, ATVs, etc) shall not be operated on easements of this subdivision.

C-22 Trail Easements

Trail easements as shown on the plat or described in the applicable deeds shall be reserved for the benefit of and remain under the control of Kurt Stenehjem or his assigns, hereinafter referred to as TC (Trail Controller), and the trail easements shall run with the land that the trail easements burden. The reserved trail easements are commercial easements in gross and may be alienable by Kurt Stenehjem or assigns. Maintenance shall be the responsibility of TC and shall be done at TC's discretion. Use of said trails shall be governed by TC including what, when, where, how and who is allowed to use said trails. TC may, at his discretion, charge user fees to lot

owners, guests and/or the general public. Trail easements shall be subject to the rules and regulations as determined by the T. C..

C-23 Subdividing

Platted lots may not be reduced in size unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants within the development known as HAGION SHORES situated in the E1/2 E1/2 of Section 19, T1 9N, R4W, Seward Meridian, Palmer Recording District, Alaska agree to the re-subdivision and sign the plat to indicate their agreement. Owners of contiguous lots, however, may merge their lots without the consent of the other lot owners so that a larger lot is created. The merged lot may not subsequently be resubdivided unless one hundred percent (100%) of all lot owners subjected to the Indenture of Protective Covenants agree to the resubdivision and sign the plat to indicate their agreement.

C-24 Term

These covenants are to run with the land and shall be binding on all parties and all persons for a period of thirty (30) 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 a two thirds (2/3) majority of the known owners of the lots has been recorded, agreeing to change said covenants in whole or part.

C-25 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-26 Severability

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

018516 3309 1999 SP 13 AM 9:16

PALMER
RECORDING DISTRICT

REQUESTED BY

BOOK 1034 PAGE 275

PART E. ATTEST

MCKINLEY TITLE & TRUST
1700 E. PARKS HWY
WASILLA, ALASKA

From all men by these presents that we, the undersigned, in witness thereof have been
hereunto set our hands and seals this 1st day of September, 1999

Witness *Kurt W. Stenehjem*

STATE OF ALASKA
MATANUSKA-SUSITNA BOROUGH

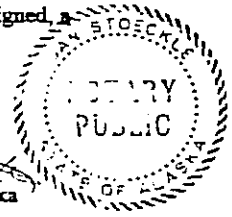
This is to certify that on this 10th day of Sept, 1999, before the undersigned, a
Notary Public in and for said State, personally appeared

Kurt W. Stenehjem

known to me be the person who executed the within instrument

Notary Public in and for the State of Alaska

My Commission expires *October 15, 2000*



STATE OF ALASKA
MATANUSKA-SUSITNA BOROUGH

This is to certify that on this _____ day of _____, before the undersigned, a
Notary Public in and for said State, personally appeared

known to me be the person who executed the within instrument.

Notary Public in and for the State of Alaska

My Commission expires

*Returned to:
Kurt Stenehjem
P.O. Box 251
Willow, AK
99688*

This instrument is being recorded
by McKinley Title & Trust, Inc. as an
accommodation only. It has not
been examined to its effect, if any,
on the title of the estate herein.

cc