

NOTES ON THE PLAT OF ARKOSE RIDGEVIEW:

All lots within this subdivision have a minimum of 40,000 square feet of usable area.

There may be Federal, State and Local requirements governing land use. It is the responsibility of individual parcel owner to obtain a determination whether such requirements apply to the development of parcels shown hereon.

All lots with common access easements designated, shall be restricted to that point for vehicular ingress and egress, onto collector road from Lots 1 thru 10, Block 1, Lots 1 thru 5 and Lot 8, Block 2.

WASTEWATER DISPOSAL: Soil conditions, water table levels, and soil slopes in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems serving single-family or duplex residences and meeting the regulatory requirements of the Alaska Department of Environmental Conservation. Any other type of wastewater treatment and disposal system must be approved by the Alaska Department of Environmental Conservation.

**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE ARKOSE RIDGEVIEW SUBDIVISION**

PART A, PREAMBLE.

KNOW ALL PERSONS BY THESE PRESENTS, that whereas the undersigned are the sole owners of properties comprising the ARKOSE RIDGEVIEW subdivision, and

WHEREAS, the undersigned desire to assure the continued development of the ARKOSE RIDGEVIEW subdivision on a high level for the benefit of the future property owners and, for protection of property values therein, do desire to place on and against certain real property within the ARKOSE RIDGEVIEW subdivision certain protective covenants regarding the improvements and/or use of the same.

NOW, THEREFORE, the undersigned do hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions, and provisions regarding the use and/or improvements of the property described as:

ARKOSE RIDGEVIEW, Palmer Recording District, Third Judicial District in the State of Alaska, filed as Plat No. 95-73.

PART B, AREA OF APPLICATION:

B-1. FULLY PROTECTED RESIDENTIAL AREA. The covenants in Part C in their entirety shall apply to all lots in the ARKOSE RIDGEVIEW subdivision as specifically identified below. "Lots" shall mean and refer to any of the numbered plots of land shown upon any recorded plat or subdivision map of the ARKOSE RIDGEVIEW subdivision and identified as follows:

- Lots One through Ten, Block One
- Lots One through Six, Block Two

PART C, COVENANTS AND RESTRICTIONS.

C-1. SINGLE FAMILY RESIDENTIAL PURPOSES. No lot shall be used except for residential purposes. No building shall be erected or placed on any lot other than one detached single family dwelling with a private garage and/or shop. 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, shop or garage unless its appearance is equal to the home's standard, utilizing proper foundation and siding.

C-2. MOBILE HOMES. No mobile homes or travel trailers shall be utilized for residential purposes within the subdivision, temporary or otherwise, with the only exception being a travel trailer or mobile home that may be located on the site during the six months of construction of a structure that is approved by the Arkose Ridgeview Subdivision Homeowner's Association. Manufactured and modular homes on permanent foundations, and with adequate siding shall be permitted.

SEC 1032 PAGE 590

C-3. SEWAGE. No individual sewage disposal system shall be permitted on any lot unless such system is located, installed, and equipped in accordance with the requirements, standards, and recommendations of the State of Alaska, Department of Environmental Conservation. A portable or chemical toilet is allowed during the construction phase for a period not to exceed six months.

C-4. DWELLING COSTS, QUALITY, AND SIZE. No single family dwelling shall be permitted which has an area of less than one-thousand square feet (1,000) exclusive of open porches and garages. Construction of all houses shall be at least equal to present FHA minimum building standards.

C-5. CONSTRUCTION COMPLETION REQUIREMENT. All main dwellings must have a finished exterior within 6 months from the start of construction. All out buildings must be completed within 6 months from the start of construction.

C-6. BUILDING LOCATION. No building or portion of any building shall be located on any lot nearer to the front lot line than thirty (30) feet, nor nearer to the side or rear property lines than twenty-five (25) feet.

C-7. EASEMENTS. Easements for installation and maintenance of utilities and lot access are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

C-8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale, or signs used by a builder to advertise property during construction.

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. No trade or business of an offensive nature shall be permitted upon any lot.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, refining, quarrying, or mining operations of any kind shall be permitted upon any lot.

C-11. LIVESTOCK AND HOUSE PETS. No animals or livestock of any kind shall be raised, bred, or kept on any lot, except that two (2) dogs and or cats, and two (2) horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, including but not limited to sled dogs. All animals shall be restrained as necessary to prevent their becoming nuisances.

C-12. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes, or other refuse containers shall be placed or maintained on or along the side, front, or end of any lot, with the exception that patrons of a garbage pickup service may place such containers bearing trash or garbage for pickup on the street on which the garbage will be picked up on the day such service is scheduled. Burning of leaves and brush shall be permitted only with permits in accordance with Mat-Su Borough ordinances.

FROM : E

PHONE NO. :

Aug 23 1999 02:19PM P4

BOOK 1032 PAGE 591

C-13. INOPERABLE VEHICLES. No inoperable vehicle shall be kept on any street or on any lot, alley, or easement. A vehicle temporarily inoperative and held for repair by the owner must not be kept for more than thirty (30) days. A vehicle which is otherwise operable but is not used or moved for a period of more than 45 days shall be considered an inoperable vehicle for purposes of this provision.


C-14. ENFORCEMENT. Enforcement of these covenants, conditions, and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such provision, either to restrain a violation thereof or to recover damages for a violation thereof. Suit to enforce these provisions may be brought by the ARKOSE RIDGEVIEW Homeowner's Association, or by any individual or individuals aggrieved by a violation of these provisions.

C-15. SEVERABILITY. Invalidity 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.

OWNERS:

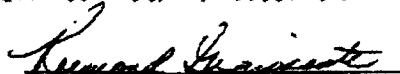
Warren Francis

Mark Dawson

Joseph Lentz

Sharon Dawson

State of Oregon)
County of Washington)

THIS IS TO CERTIFY that on the 26 day of August, 1999, before me, the undersigned Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared MARK DAWSON AND SHARON DAWSON, to me known to be the persons described in and who executed the within and foregoing PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE ARKOSE RIDGEVIEW SUBDIVISION as co-owners, freely and voluntarily.


Notary in and for the State of Oregon
My commission expires: 2002

