

COVENANTS & EASEMENTS

After Recording, Return To:
James & Barbara Wright
P.O. Box 268
Anchor Point, Alaska 99556

It is the intent and purpose of the following Covenants to establish and maintain a clean and orderly subdivision in which the quality of life and pursuits of the home owners may be enjoyed in unison.

- 1) Living structure will be restricted to single-family residential use, will be a minimum 900 sq. ft., and will be no more than a single story above ground level. Set back of buildings will be at least 50 feet from centerline of access road North Wind Way, 10 feet inside the East, West and South property lines. Once construction commences the structure must be completed, ON THE EXTERIOR, within 2 years. Unused construction materials must be disposed of in an orderly manner at the time of completion. No mobile home (trailer/motor home) shall be permanently (more than 2 years) situated on any lot. Storage of large items like RV's, boats, trucks, must be limited to one of each and stored on the south 1/3 of the property.
- 2) Outbuildings will be limited to 2 structures each no more than 12X16, or one structure 16X24. They must be in concert with the style of the main house, i.e. wood siding, log siding, T111, etc. They must be limited to one story. It is preferred that this building(s) be situated on the south end of the property. All electrical wiring must be underground, no overhead wiring will be permitted. Recreational Vehicle (Motor Home, Trailers) utility hook up/facilities shall be limited to one per lot and preferably located on the southern portion of the lot.
- 3) No commercial business shall be permitted on any lot which may be unsightly or become an annoyance or nuisance to the neighborhood, specifically including excess vehicular traffic. No owner may lease or rent the property for storage, transient or hotel purposes, and any lease/rent agreement must include the entire property.
- 4) Existing structures, buildings, outbuildings, storage sheds, power houses, utilities, fuel storage tanks, above and underground drains, electrical and fuel/water, and communication lines shall be grandfathered in. Once removed, replacement of said items shall conform to the covenants contained herein.
- 5) Trash disposal must be arranged by each lot owner. All trash must be kept within sanitary containers. Two burn barrels, properly grated will be allowed. Burn prohibition periods must be observed. Dead standing timber must be felled, limbed, and cut up or removed. No burning of slash piles will be allowed without proper permits. No

unlicensed, abandoned, partially disassembled, or unusable vehicles shall be permitted on any lot.

6) Pets are limited to no more than 4 dogs and/or cats. No sled dog teams or dog kennels of any kind shall be maintained on any lot. No livestock will be allowed, except horses on a seasonal (summer/fall) basis. Proper protective containment (fenced and covered shelter) is required for horses and must be situated on south 1/3 of property. A caretaker MUST BE on site and in continuous attendance any time horses are present.

7) All State and Borough requirements for septic and well systems must be complied with. Fuel storage must be conventional and acceptable containers, i.e. appropriate fuel storage tanks.

8) Those preferring to utilize a wind power system must locate the towers on the south 1/3 of the property. Again, all wiring must be underground.

9) The hours of operation for the use of recreational equipment, i.e. airplanes, ATV's, snow machines, boats, motorized dirt/trail bikes, will be limited to 6 a.m. to 10 p.m.

10) The acceptable speed limit for the entire North Wind Estates Subdivision will be 15 miles per hour, for every motorized vehicle, no exceptions.

11) Homeowners fees will be _____ per year. These fees will be accumulated to be applied to access road maintenance/snow removal and other uses determined and approved by the HOA.

12) Covenants and By-Laws may be amended with a 2/3 vote by the HOA. No proxies will be allowed...each homeowner MUST vote either personally or in writing prior to a voting action. Each lot owner is allowed a single vote regardless of the number of lots owned.

13) Lots may NOT be subdivided.

14) Until such time as the HOA is formed, financial penalties will be levied at discretion of Developer/Declarant for violations of Covenants. Properties will be subject to lien for unpaid penalties.

15) North Wind Estates developer, James M. & Barbara J. Wright, will maintain declarant control of the subdivision until all lots are sold and a Homeowners Association is formed. Duration of Covenants to run with the land and automatically extend for successive 10 year periods.

6) A North Wind Way road utility easement for North Wind Estates will become a section of these Covenants as follows:

The Nord/Wright access road, known as North Wind Way, is subject to the provisions of an easement agreement between the Nord's and the Wright's dated June 23, 2008, and shall be a part of North Wind Estates' road access and utility easement. The provisions therein shall be binding on North Wind Estates owners and users.

The continuation of North Wind Way through North Wind Estates will assume the same provisions as the Nord/Wright agreement. The easement shall be 15 feet either side of centerline of the North Wind Way access road. The access and utility easement shall commence at the northwest boundary of Lot 6, the north east corner of Lot 7 with its juncture of Tract 1, and continue through lots 6,5,4,3 and 2, except commencing from the Log House driveway to lot 3, the easement shall extend along the south side of North Wind Way excluding the DRIVEWAY, WELL HOUSE and associated infrastructure. Thence resuming the 15 foot from centerline dimension, continuing through Lot 2 to the western boundary of Lot 1

The Electrical/Communication easement extends from the 15 foot centerline of Northwind Way and encompass the Electrical Meter Base Posts located on the south side of Northwind Way of Lots 2 thru Lot 6. This easement also extends north and south of the utility easement at the common property line of Lots 3 and 4 to encompass the GVEA Power Transformer on the north and the GVEA power Pedestals on the South side of Northwind Way. A 4 foot easement on the north side of the lot access road of Lot 1 continues eastward to and encompasses the Power Meter/Transformer Post on Lot 1.

The North Wind Estates easement shall remain private to North Wind Estates owners, (Home Owners Association) and access to be governed solely by lot owners Home Owners Association. (A copy of the Nord/Wright Easement agreement is attached as a part of these Covenants.)

Attachments:

- 1) Plat 2008-8
 - 2) Nord/Wright Easement Agreement
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