

DECLARATION OF PROTECTIVE COVENANTS
FOR HIDDEN HILLS ESTATES

General Conditions

1. All restrictive covenants listed and/or contained herein are subject in all instances to compliance with State of Alaska and Matanuska-Susitna Borough health ordinances, restrictions and regulations, zoning regulations, or other established pertinent restrictions.
2. These restrictive covenants, easements, reservations and requirements upon the lands within said subdivision and any amendments thereto shall run with the land and remain in full force from and after the date hereof.
3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant; whether to restrain such violation(s) or to recover damages.
4. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.
5. Grantor reserves the right to subsequently file restrictions of record designating the use classification of each lot or tract of land in said subdivision, or any unit thereof.
6. The Grantor, its successors, assignees or duly authorized agent or agents, by recorded instrument, reserve the right to subsequently amend, alter, or change these covenants and restrictions (and use restrictions) subsequently filed, from time to time by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska, provided, however, that no amendment shall be made which changes the use classification of any lot which has been sold without prior written consent of the Buyer of said lot.
7. Wherever any act or approval is required of developer under these restrictions, the developer may designate an agent or committee to act on its behalf.

RESTRICTION A

UNIFORM GENERAL REQUIREMENTS

1. Easements and rights-of-way are hereby expressly reserved

for the creation, construction and maintenance of utilities, such as water, telephone, electricity, sewers, storm drains, quasi-public and private, as well as for any public private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare.

2. The owner shall not be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction, and trees may be thinned so long as the natural beauty and aesthetic value of the natural foliage is retained.

RESTRICTION B

USE CLASSIFICATIONS ESTABLISHED

Lots in the subdivision shall be classified by permitted uses. The permitted uses and set-backs for each permitted use classification are as follows:

A. Residential

1. Single-family lots

- a. Lots of this classification shall be used only for single-family homes, including accessory buildings.
- b. Buildings shall be set back a minimum of twenty-five (25) feet from front or twenty (20) feet from rear lot lines, a minimum of ten (10) feet from side lot lines, except that corner lots shall be a building set-back of fifteen (15) feet from the street side lot line.
- c. No part of a sub-surface sewage disposal system shall be closer than one hundred (100) feet from any body of water or water course. The Planning Commission may require that this distance be increased if necessary to protect waters within the Borough.
- d. Structural Setback - Structures shall not be closer than seventy-five (75) feet from the normal high water mark of a course or body of water in a shore land. The Planning Commission may require a greater setback if it finds that a specific body of water possesses unique characteristics such as outstanding fish and aquatic life, shore cover, natural beauty, or other ecological attributes.

MISCELLANEOUS RESTRICTIONS

1. Noxious activity. No noxious or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance therein. No trash or debris shall be permitted to remain upon any lot for any period of time in excess of that normally required for regular garbage disposal. No trade or business of any nature shall be permitted upon any lot in the subdivision.

2. Inoperable vehicle. No inoperable vehicle shall be parked or maintained upon any lot or within any street or alley or easement, adjacent to any lot in the subdivision. A vehicle temporarily parked for repair by the owner or under the owner's directions, for a period of not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision.

3. Signs. No billboard of any character shall be erected, posted, painted or displayed upon or about any of the property. No sign of any kind, except signs used by the Grantor or by a builder to advertise the property during the construction and sales period, shall be displayed to the public view on any lot, part or portion of the property without the prior approval of the Grantor. Grantor shall have the right to remove or cause the removal of any signs erected and displayed without said prior approval.

Recorded October 2, 1975.