

PALMER

Serial No. **72-580****BOOK 1152 PAGE 555**

PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE  
SHIRLEY LAKE SUBDIVISION

## PREAMBLE

Jeremy Voss and Berkley H. Tilton do hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions, and restrictions regarding the use and/or improvement of the property located in the Shirley Lake Subdivision and located in Section 12, Lot 1, SW $\frac{1}{4}$  SW $\frac{1}{4}$  and Section 13 Lot 2, W $\frac{1}{2}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$ ; T. 19 N., R. 5 W., Seward Meridian; the plat of which is recorded in the Office of the Recorder for the Palmer Recording District in Volume **72-12** at page **712-580** of the said records, which said plat makes reference to these covenants.

## COVENANTS

1. No buildings or attachments shall be located on any lot nearer to the shoreline of Shirley Lake or its drainages than sixty (60) feet. No buildings and attachments shall be located on any lot nearer than forty (40) feet to all roads and Shirley Lake Airport and Taxiway. No buildings or attachments shall be located on any lot nearer than fifteen (15) feet to the rear lot line or any interior lot line.

2. No lot shall be used except for recreational/residential purposes. No lots in Blocks four and five shall be further subdivided. All other lots may be subdivided only in accordance with Matanuska-Susitna Borough regulations.

3. Lots bounding on Shirley Lake are restricted to buildings with permanent foundations; no trailer houses. No trailers less than eight (8) feet wide by forty (40) feet in length may be used on other lots. No leanto may be longer or wider than the trailer; and the leanto and trailer are to be completely finished on the outside and skirted.

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

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

6. No structure, building, driveway or construction of any nature may be erected or take place which will in any way effect the safe takeoffs, landings or operations of aircraft on Shirley Lake Airport.

7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot advertising the property for sale or rent and a sign of equal size to show property ownership.

8. To maintain the setting and aesthetic value of the Shirley Lake 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.

9. All property dedicated to the lot owners as specified by the recorded plat is for the sole use of the lot owners and their guests. No alteration shall be affected on any of these areas unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to the change of said areas in whole or part.

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

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11. No individual sewage disposal system or privy shall be permitted on any lot unless such system or privy 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.

12. 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.

13. 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.

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

15. No oil or mineral rights are acquired with this land.

#### GENERAL PROVISIONS

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

2. 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 and such actions may be brought by the owner or owners of record of any lot in the subdivision.

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

Jeremy Voss  
JEREMY VOSS

Berkley H. Tilton  
BERKLEY H. TILTON

UNITED STATES OF AMERICA )  
STATE OF ALASKA ) SS

On this 10<sup>th</sup> day of February, 19 72, before me personally came Jeremy Voss to me known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their willful act.

72-000580  
5.00

RECORDED-FILED-  
PALMER REC.  
DISTRICT

FEB 16 10 07 AM '72

REQUESTED BY B. H. Tilton  
Book 1155  
ADDRESS Palmer, Alaska 99503

James J. Tilton  
Notary Public in and for Alaska  
My Commission expires: 1973

PALMER 72- 3825

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AMMENDMENT OF "PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR THE SHIRLEY LAKE SUBDIVISION"

On this 7th day of August, 1972, T & V DEVELOPMENT, INC., the majority owner (100%) of lots of record in the Shirley Lake subdivision does HEREBY AMMEND the covenants and restrictions as provided for in the GENERAL PROVISIONS of said covenants and restrictions.

THIS AMMENDMENT shall affect covenants and restrictions as Recorded February 16, 1972, in Misc. Volume 17, Page 555-556 and referred to on Shirley Lake Plat #72-12, Serial #72-580, in the Palmer Recording District, Third Judicial District, State of Alaska.

WHEREAS Paragraph number 2 in the "COVENANTS" section as previously recorded does read as follows:

2. No lot shall be used except for recreational/residential purposes. No lots in Blocks four and five shall be further subdivided. All other lots may be subdivided only in accordance with Matanuska-Susitna Borough regulations.

NOW THEREFORE Paragraph number 2 is amended and shall be as follows:

2. No lot shall be used except for recreational/residential purposes. No lots in Blocks four and five shall be further subdivided excepting Lot 9, Block 4. All permissible lots may be subdivided only in accordance with Matanuska-Susitna Borough regulations.

THIS AMMENDMENT shall be, and the remaining COVENANTS and GENERAL PROVISIONS as previously recorded shall continue to be, in full force and effect from this date forward.

72. 003825

3.00

T &amp; V DEVELOPMENT, INC.

RECORDED-FILED  
PALMER REC.  
DISTRICT

Aug 15 8 55 AM '72 JEREMY VOSS

President

REQUESTED BY B.H. Tilton  
for T & V Development Inc.  
ADDRESS Box 1562  
SB Anch. Ak. 99510  
Rec 472823

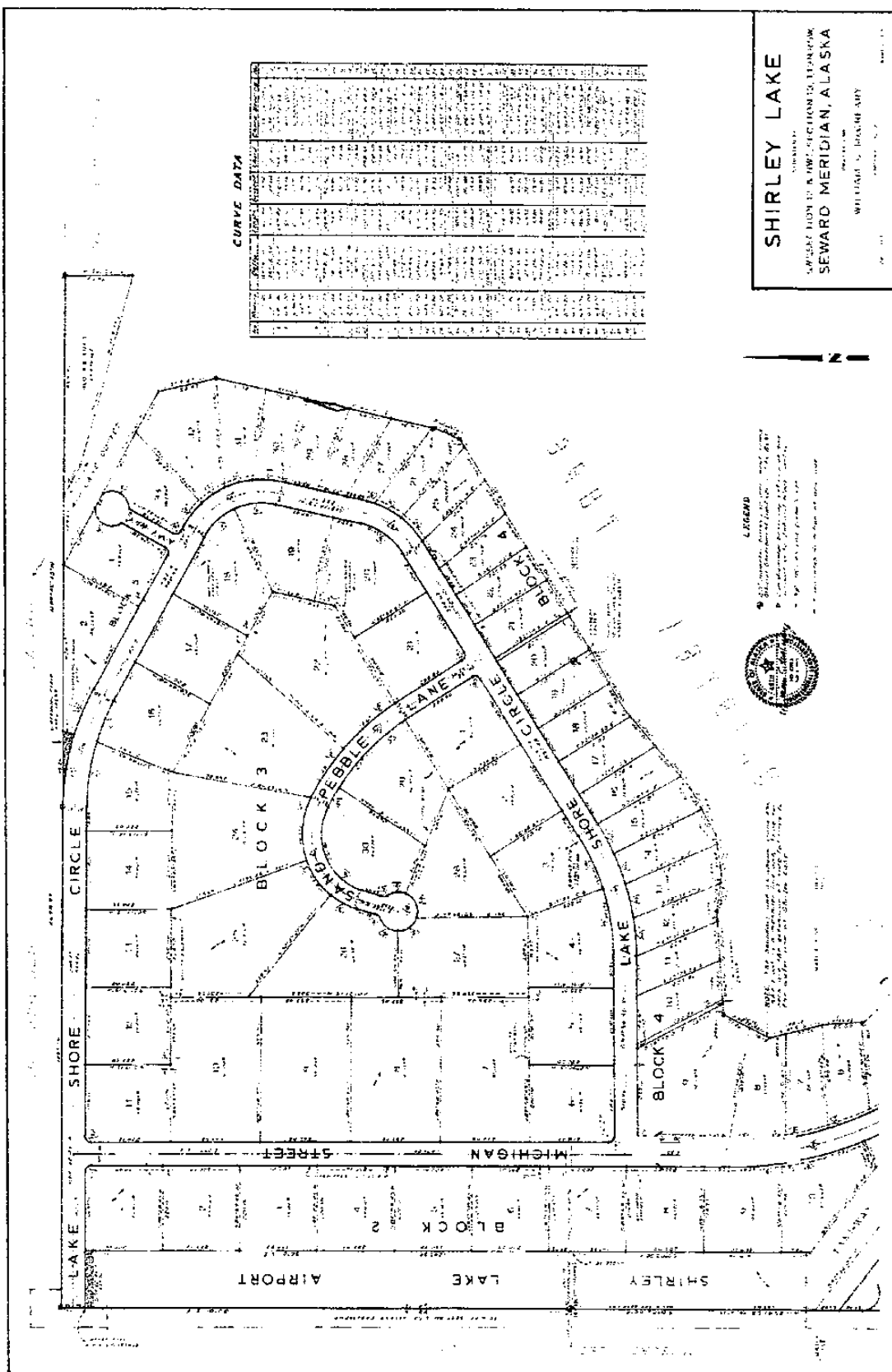
STATE OF ALASKA

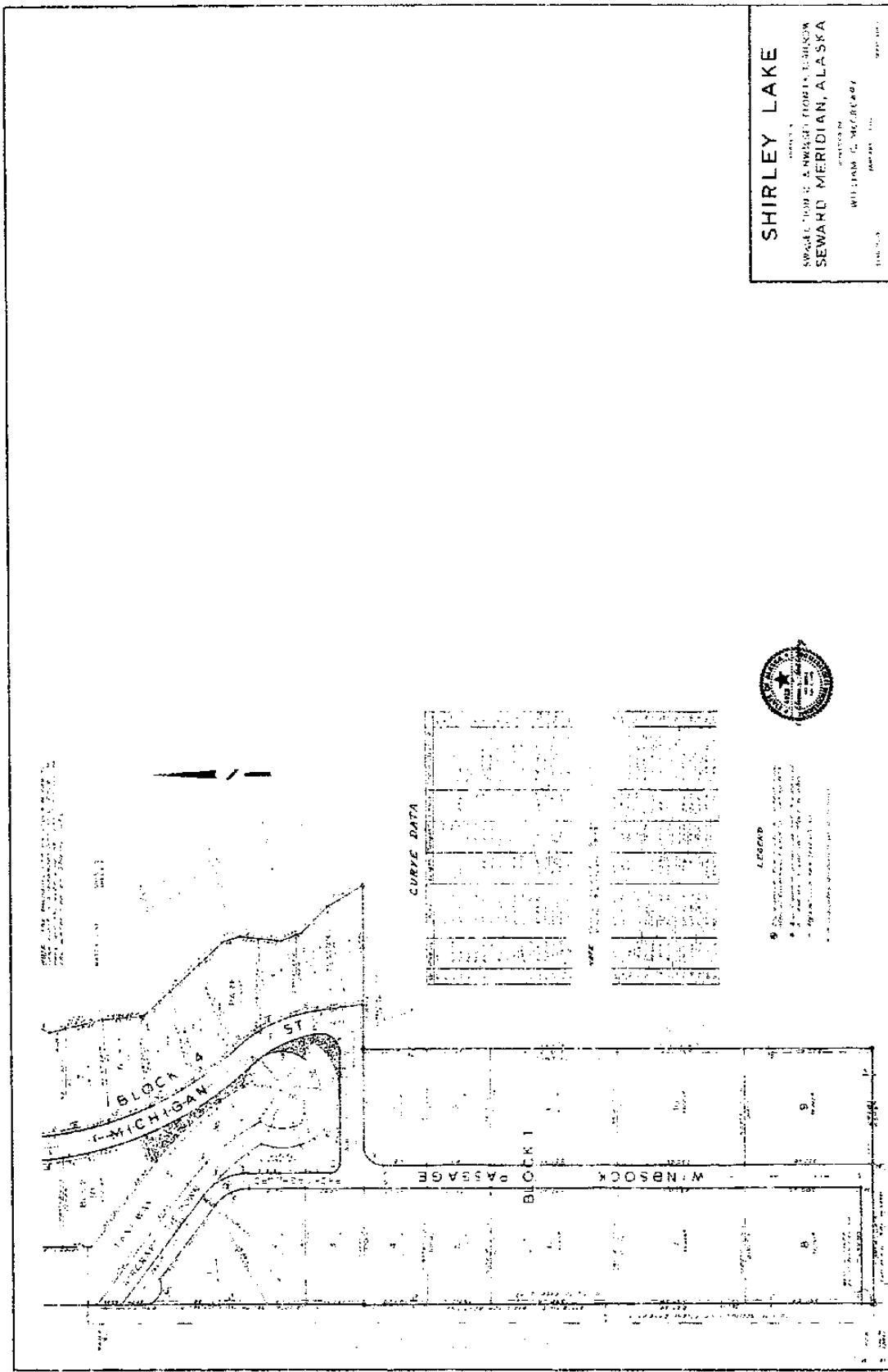
THIRD JUDICIAL DISTRICT

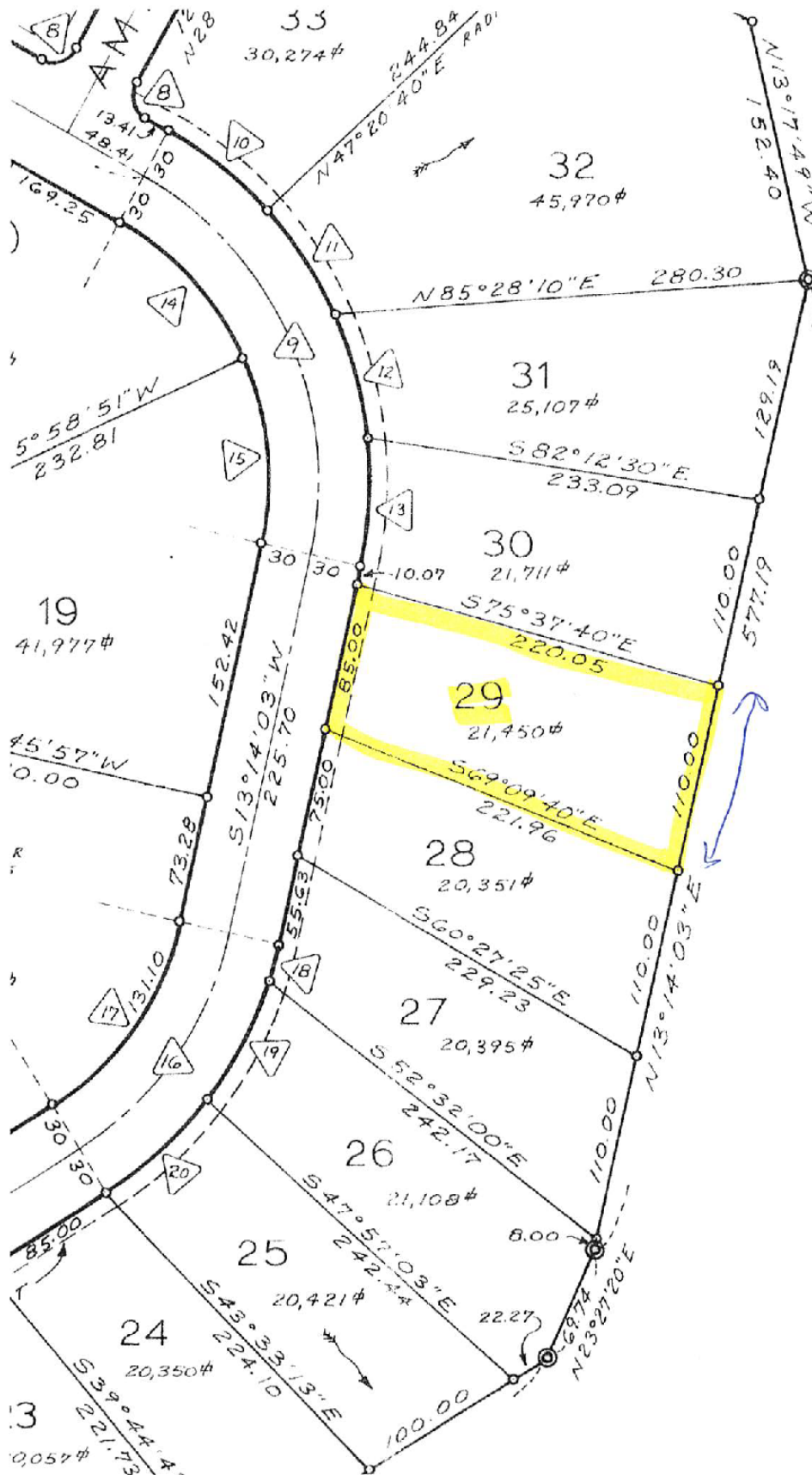
THIS IS TO CERTIFY that on this 7th day of August, 1972, before me, the undersigned, a Notary Public, duly commissioned and sworn as such, personally appeared JEREMY VOSS of T & V DEVELOPMENT, INC., a corporation organized and existing by virtue of the laws of the State of Alaska, to me known to be the president of the said corporation, and acknowledged that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officer(s) acknowledged said instrument to be the free act and deed of said corporation.

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

Karen J. [Signature]  
Notary Public in and for Alaska  
My commission expires: August 15, 1975







**WATER SUPPLY AND SEWERAGE DISPOSAL:**

No individual water supply system or sewerage disposal system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Health. Approval of such system as installed shall be obtained from said authority.

A setback for waste disposal systems of 100 feet must be observed from the waters of Shirley Lake.

**BOUNDARY LINE ALONG LAKE SHORE:**

The boundary line as shown along the lake front is a meander line only. True corners are the extension of side lot lines to the water line of Shirley Lake.

**LEGAL DESCRIPTION OF PROPERTY:**

Lot 1 and the SW 1/4 of the SW 1/4 of Section 12, T19N, R5W, S4, and Lot 2 and the N 1/2 of the SW 1/4 of the NW 1/4 of Section 13, T19N, R5W, Seward Municipality, Alaska.

**SUBDIVISION RESTRICTIONS:**

Additional covenants and restrictions are recorded in the office of the Recorder, Palmer, Alaska, Volume 2, page 55-56.

**RIGHT-OF-WAY:**

Right of way is provided by Section Line Easement according to Alaska Division of Lands and platting access roads.

REVISED 9 January, 1973. Lots 7, 8, 9 & 10, Block 1 altered, cul-de-sac removed, and Roadback Passage extended South and West.