

BOOK 347 PAGE 305

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
POTTER PLACE SUBDIVISION
PHASE I

This Declaration, made this 25th day of JANUARY, 1984, by FINANCIAL SERVICES, INC., an Alaska corporation, having a principal place of business at Anchorage, Alaska, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in the Palmer Recording District, Third Judicial District, State of Alaska, which is more particularly described as follows:

Lots 1 through 9, inclusive, Block 1, POTTER PLACE SUBDIVISION I, according to Plat No. 94-46, filed in the Palmer Recording District, Third Judicial District, State of Alaska

(Hereinafter "Commercial Lots.")

WHEREAS, Declarant also is the owner of all of POTTER PLACE SUBDIVISION I, according to Plat No. _____, filed in the Palmer Recording District, Third Judicial District, State of Alaska; and

WHEREAS, it is the desire and intention of Declarant to sell the Commercial Lots described above and to further subdivide the remainder of said POTTER PLACE SUBDIVISION and sell all or part of such remainder and to at this time impose upon said Commercial Lots the covenants, conditions and restrictions hereinbelow set forth for the benefit of such lots, as well as for the benefit of the remainder of said POTTER PLACE SUBDIVISION,

NOW, THEREFORE, the Declarant hereby declares that all of the Commercial Lots described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Commercial Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The owners do hereby restrict the use of said Commercial Lots as follows:

1. Land Use and Building Type. All lots shall be used for commercial purposes only. No more than two (2) commercial buildings may be constructed on each lot. Notwithstanding the foregoing, there shall be allowed two (2) residential rental apartments per lot, if said apartments are incorporated into a commercial building on the lot. Additionally, one mobile home

LAW OFFICES OF
KAY, CHRISTIE,
SAVILLE & COFFEY
A PROFESSIONAL CORPORATION
2690 DENALI, SUITE 1900
ANCHORAGE, AK 99503
(907) 278-4335

may be placed on each lot for residential purposes, but said mobile home will constitute one (1) of the two (2) buildings permitted on each lot.

2. Architectural Control. No building, mobile home, structure or thing shall be erected, altered, placed, or permitted to remain on the Commercial Lots, nor shall any exterior addition to, or change or alteration to an existing structure located on the Commercial Lots be made until the plans and specifications showing the nature, kind, height, materials, exterior color and surface and location of the same shall have been submitted to and approved in writing by Bill Norman, or his successor, as to quality of workmanship and materials, harmony of exterior design with existing buildings and structures, and as to the location with respect to topography and finish grade elevation; nor shall any such building, structure, mobile home or thing be permitted to remain on the Commercial Lots not constructed in accordance with approved plans and specifications. Additionally, no fence or wall shall be erected, placed or altered on any lot unless approval is obtained as set forth herein. Furthermore, the exterior construction of any building, structure or thing approved as set forth herein shall be completed within twelve (12) months of the date construction begins. Plans requiring approval as set forth herein shall be submitted to Bill Norman at Billy Norman Realty P.O. Box 17299 Big Lake, AK 99687 or such other place as may from time to time be designated for submittal of plans and specifications.

3. 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 a nuisance to other property owners in the subdivision. Specifically, no lot shall be used as a garbage dump, junk yard, land fill site, or auto wrecking yard.

4. Signs. No sign of any kind shall be displayed to the public view on any lot except that up to three (3) signs advertising the business activity conducted on each lot may be erected and one (1) sign of not more than five square feet (5') advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period may be erected.

5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in 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.

6. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one (1) dog and one (1) cat may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, if a veterinary clinic business is being operated on the property, animals may be kept thereon as required for the successful operation of the business.

LAW OFFICES OF
KAY, CHRISTIE,
SAVILLE & COFFEY
A PROFESSIONAL CORPORATION
2900 DENALI, SUITE 1200
ANCHORAGE, AK 99503
(907) 276-4335

BOOK 317 PAGE 307

7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, dilapidated automobiles or equipment, or other waste items. 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 materials shall be kept in a clean and sanitary condition. No container shall be visible from the street, except on the day of refuse collection.

8. Vehicles. No vehicles, including automobiles, campers, trucks, motor homes, boats and trailers shall be stored on the property in excess of one-hundred twenty (120) days.

9. Term. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change or amend said covenants in whole or in part.

10. Enforcement. The owner of any Commercial Lot, as well as any owner of part or all of the remainder of POTTER PLACE SUBDIVISION, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, and restrictions, now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11. Severability. If any provision of this Declaration or the application thereof to any person or circumstance is held invalid by judgment or court order, the remaining provisions and their application to other persons, or to other circumstances, shall not be effected thereby, and shall remain in full force and effect.

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

FINANCIAL SERVICES, INC.

By Donald F. Smith
Its President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

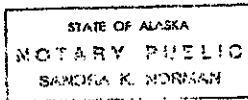
THIS IS TO CERTIFY that on the 25th day of Jan, 1984, before me, a notary public in and for the State of Alaska, duly

LAW OFFICE OF
KAY, CHRISTIE,
SAVILLE & COFFEY
A PROFESSIONAL CORPORATION
2830 DENALI, SUITE 1200
ANCHORAGE, AK 99503
(907) 276-4335

347-308

commissioned and sworn as such, personally appeared Donald L. Ind., known to me and to me known to be the President of FINANCIAL SERVICES, INC., an Alaska corporation, the corporation that executed the within and foregoing instrument, and he acknowledged to me that he executed the same on behalf of the corporation, for the uses and purposes therein mentioned, by authority of its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal on the day and year last above written.



Samoka K. Norman
Notary Public in and for Alaska
My Commission Expires: 6-1-84

84-005113
1700

RECORDED
FALME
DIST

MAR 1 4 10 PM '84

REQUESTED BY MSB

ADDRESS B&B
Palmer, AK
99665

LAW OFFICES OF
KAY, CHRISTIE,
SAVILLE & COFFEY
A PROFESSIONAL CORPORATION
2800 DENALI, SUITE 1200
ANCHORAGE, AK 99503
(907) 276-4336

POTTER PLACE SUBDIVISION
Residential Portion

COVENANTS

Financial Services, Inc., an Alaskan corporation, for itself and its assigns, hereby make the following covenants and restrictions and they shall apply to and run with the conveyed land; all successive future owners and occupants have the same right to invoke and enforce the covenants. The covenants shall apply to real property described as:

Phase II, Blocks 2, 3, and
4; Phase III, Blocks 5, 6 and 7,
Potter Place Subdivision,
Palmer Recording District
Third Judicial District.

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than the one detached single-family or duplex dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars for a single family dwelling, nor more than four cars for a duplex.

SET BACKS

25' on front line, 10' on sides and rear.

SIGNS

No signs except for "For Sale or Rent" signs.

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for pets. A maximum of two (2) dogs and/or two (2) cats, only, will be allowed.

OUT BUILDINGS

No buildings other than the house or duplex and one garage may be detached, not exceeding 24' x 30' and one storage building not exceeding 12' x 12'. None of these out buildings may be used as dwellings, temporary or otherwise.

VEHICLES

No vehicles can be parked on roads. No more than one recreational camper, (not lived in), may be parked on lot.

VEGETATION

No timber may be cut except what is necessary for construction. In no event shall more than 60% of lot be cleared.

DWELLING QUALITY & SIZE

No dwelling shall be built smaller than 800 sq. ft. per family unit, not counting garage, decks, etc.

EXTERIOR

All exterior of buildings will be completed within one year.

PARKING

Each lot will have at least three off street parking places at time of construction.

MOBILE HOMES & TRAILERS

None will be allowed, not even for temporary use.

FENCES

1. Fencing placed on residential lots must not exceed 5 feet in height.
2. A wood built fence is recommended with some spacing that is not completely enclosed.
3. Fencing built on lot must have a 25 foot set back from front lot line. No set back required from side lot lines.

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 nuisance, public or private, therein. No trash or debris shall be permitted to remain on any lot for any period of time in excess of that normally required for regular garbage disposal. No trade or business of any nature, except the selling of lots within the subdivision, shall be permitted upon any lot in the subdivision.
2. Inoperable Vehicles. No inoperable vehicles 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, on the owner's lot for a period not to exceed thirty days, shall not be considered a violation of this provision.
3. Sewage Disposal. All individual sewage disposal systems within the subdivision shall be located and constructed in accordance with the requirements, standards, and recommendations of the State of Alaska and Matanuska-Susitna Borough, as applicable.
4. Water Supply. Individual water supply systems shall be located, constructed and equipped in accordance with the requirements, standards, and recommendations of the State of Alaska, and the Matanuska-Susitna Borough, as applicable.
5. Waste Material. No trash, garbage, rubbish, refuse or other solid waste of any kind, including but not limited to inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed on any part of Potter Place Subdivision. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The owner or occupant of each lot shall be responsible for the disposal outside of Potter Place Subdivision of all such trash, garbage, rubbish, refuse or other solid waste.
6. Drainage. No owner shall change or cause to be changed or interfere in whole or in part with the natural drainage of the subject property without the approval of the appropriate governmental agency.
7. Firearms. No target practice, hunting, or discharging of firearms permitted.
8. Churches. Any lot touching Potter Road may be purchased and designated for a church.
9. Foundations. All homes and garages will be on permanent foundations.
10. Previously Constructed Dwellings. No previously constructed dwelling may be transported to or erected on any subdivision lot without approval by developer.

ARTICLE VI
General Provisions

Section 1. Resubdivision. The area of the lots herein described shall not be reduced in size by resubdivision, except that:

the owners of three contiguous lots may replat such lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

Section 2. Enforcement. Any owner or owners shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 4. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then record owners of lots is recorded, declaring the subject covenants, conditions and restrictions are to be terminated or amended during the first twenty (20) year period as follows:

- (a). at any time by a written instrument recorded in the Palmer Recording District, sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the lot owners, by an affirmative vote of two-thirds ($\frac{2}{3}$'s) of each class of members, may make such further exceptions, amendments and additions to these covenants, conditions, and restrictions as they deem appropriate.

DATED this 16th day of Aug, 1984.

FINANCIAL SERVICES, INC.

By Donald L. JackIts PresidentSTATE OF ALASKA,)
) ss:
THIRD JUDICIAL DISTRICT,)

THIS IS TO CERTIFY that on this 16th day of Aug, 1984, before me the undersigned Notary Public in and for Alaska, personally appeared Donald L. Jack, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year this certificate first above written.

STATE OF ALASKA
NOTARY PUBLIC
BANDRA K. NORMAN
Notary Public in and for Alaska
My Commission expires 6-10-88

84-023551
1700RECORDED-FILED
PALMER REC.
DISTRICTSEP 5 3 28 PM '84
REQUESTED BY Secamp-Brown
LA Sse.ADDRESS P.O. Box 1905
Wasilla, AK
99657

316738

POTTER PLACE SUBDIVISION
ADDITION #1

RESIDENTIAL COVENANTS

Financial Services, Inc., an Alaska Corporation, for itself and its assigns, hereby make the following covenants and restrictions and they shall apply to and run with the conveyed land; all successive future owners and occupants have the same right to invoke and enforce the covenants. The covenants shall apply to real property described as:

Lots 11 thru 19 Blk 8, Lots 7 thru 15 Blk 10, and all of Blks 11, 12, 13, 14 and Tract B Potter Place Subdivision Addition No. 1, Palmer Recording District, Third Judicial District, State of Alaska.

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than the one detached single-family or duplex dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars for a single family dwelling, nor more than four cars for a duplex.

SET BACKS

25' on front line, 10' on sides and rear.

SIGNS

No signs except for "For Sale or Rent" signs.

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for pets. A maximum of two (2) dogs and/or two (2) cats and/or two (2) horses, only, will be allowed. No cows, chickens, sheep or pigs.

OUT BUILDINGS

3 out buildings maximum. Garage - not exceeding 28' X 32'
Barn - not exceeding 24' X 24'
Storage - not exceeding 12' X 12'

VEHICLES

No vehicles can be parked on roads. No more than one recreational camper, (not lived in), may be parked on lot.

VEGETATION

No timber may be cut except what is necessary for construction. In no event shall more than 60% of lot be cleared.

DWELLING QUALITY & SIZE

No home shall be built smaller than 768 sq.ft. per family unit, not counting garage, decks, ect. Except on lots 16, 17, 18, 19, and 20 Blk 12 and Lots 1, 2, 3, 4, 5 Blk 13 and Tract B which consists of all the Lakefront lots. On these no homes shall be built smaller than 1200 sq.ft. per family unit not counting garage, deck, ect.

EXTERIOR

All exterior of buildings will be completed within one (1) year.

PARKING

Each lot will have at least three off street parking places at time of construction.

MOBILE HOMES OR HOUSE TRAILERS

None will be allowed, not even for temporary use. A Camper Trailer or Motorhome may be used during construction, not exceeding one (1) year.

FENCES

Fencing placed on residential lots must not exceed 5 feet in height. A wood built fence is recommended with some spacing that is not completely enclosed.

MISCELLANEOUS RESTRICTIONS

1. No 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 nuisance, public or private, therein. No trash or debris shall be permitted to remain on any lot for any periods of time in excess of that normally required for regular garbage disposal. No trade or business of any nature, except the selling of lots within the subdivision, shall be permitted upon any lot in the subdivision.
2. Inoperable Vehicles. No inoperable vehicles 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, on the owners lot for a period not to exceed thirty days, shall not be considered a violation of this provision.
3. Sewage Disposal. All individual sewage disposal systems within the subdivision shall be located and constructed in accordance with the requirements, standards and recommendations of the State of Alaska and Matanuska-Susitna Borough, as applicable.
4. Water Supply. Individual water supply systems shall be located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Alaska, and the Matanuska-Susitna Borough, as applicable.
5. Waste Material. No trash, garbage, rubbish, refuse or other solid waste of any kind, including but not limited to inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed on any part of Potter Place Subdivision. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The owner or occupant of each lot shall be responsible for the disposal outside of Potter Place Subdivision of all such trash, garbage, rubbish, refuse or other solid waste.
6. Drainage. No owner shall change or cause to be changed or interfere in whole or in part with the natural drainage of the subject property without the approval of the appropriate governmental agency.
7. Firearms. No target practice, hunting or discharging of firearms is permitted.
8. Churches. Any lot touching Potter Place Road may be purchased and designated for a church.
9. Foundations. All homes and garages will be on permanent foundations.
10. Previously Constructed Dwellings. No previously constructed dwelling may be transported to or erected on any subdivision lot without approval by developer.

ARTICLE VI
General Provisions

Section 1. Resubdivision. The area of the lots herein described shall not be reduced in size by resubdivision, except that:

the owners of three contiguous lots may replat such lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

Section 2. Enforcement. Any owner or owners shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then record owners of lots is recorded, declaring the subject covenants, conditions and restrictions are to be terminated or amended during the first twenty (20) year period as follows:

- (a). at any time by a written instrument recorded in the Palmer Recording District, sixty-six and two-thirds percent (66 2/3%) of the lot owners, by an affirmative vote of two-thirds (2/3's) of each class of members, may make such further exceptions, amendments and additions to these covenants, conditions, and restrictions as they deem appropriate.

DATED this 1st day of April, 1986

FINANCIAL SERVICES, INC.

BY: Billy H. Norman

WTS: Robert

86-006506

16 -
RECORDED-FILED
PALMER REC.
DISTRICT

APR 1 12 28 PM '86

REQUESTED BY _____

ADDRESS _____

McIntyre Title & Trust
Wasilla, Alaska 99687

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of March, 1986, before me the undersigned Notary Public in and for Alaska, personally appeared Billy H. Norman, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year this certificate first above written.

State of Alaska
NOTARY PUBLIC
SYLVIA MATTHEWS Public in and for Alaska
My Commission expires 8-28-89

Returned
SKN records
Box 520414
Big Lake, Ak
99652

POTTER PLACE
ADDITION #1

COMMERCIAL COVENANTS

This Declaration, made this 31st day of March, 1986, by FINANCIAL SERVICES, INC., an Alaska Corporation, having a principal place of business at Big Lake, Alaska, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in the Palmer Recording District, Third Judicial District, State of Alaska, which is more particularly described as follows:

Lots 1 thru 10, Blk 8, all of Blk 9, Lots 1 thru 6 Blk 10, Potter Place Subdivision, Addition #1, according to Plat # 86-31, filed in the Palmer Recording District, Third Judicial District, State of Alaska.

(Hereinafter "Commercial Lots.")

WHEREAS, Declarant also is the owner of all POTTER PLACE SUBDIVISION ADDITION #1, according to Plat No. 86-31, filed in the Palmer Recording District, Third Judicial District, State of Alaska; and

WHEREAS, it is the desire and intention of Declarant to sell the Commercial Lots described above and to at this time impose upon said Commercial Lots the covenants, conditions and restrictions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Commercial Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The owners do hereby restrict the use of said Commercial Lots as follows:

1. Land Use and Building Type. All lots shall be used for Commercial and Residential purposes only with Commercial purposes prevailing. There shall be allowed two (2) residential rental apartments per lot, if said apartments are incorporated into a commercial building on the lot. Additionally, one mobile home or house may be placed on each lot for residential purposes. Mobile homes must be at least eight (8) years old or newer at time of moving onto lot. Exterior construction of any structure must be finished within 12 months of start of construction. All building, mobile homes and other structures must be on permanent foundations.

2. Nuisance. 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 a nuisance to other property owners in the subdivision. Specifically, no lot shall be used as a garbage dump, junk yard, land fill site, or auto wrecking yard.

3. Signs. No sign of any kind shall be displayed to the public view on any lot except that up to three (3) signs advertising the business activity conducted on each lot may be erected and one (1) sign of not more than five square feet (5') advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period may be erected.

4. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in 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.

5. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs and or two (2) cats may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, if veterinary clinic business is being operated on the property, animals may be kept thereon as required for the successful operation of the business.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, dilapidated automobiles or equipment, or other waste items. 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 materials shall be kept in a clean and sanitary condition. No container shall be visible from the street, except on the day of refuse collection.

7. Vehicles. No junk vehicles or unoperable vehicles may be stored longer than 120 days.

8. Previously Constructed Dwellings. No previously constructed dwelling may be transported to or erected on any subdivision lot without approval by developer. Contact Billy Norman, Box 520414, Big Lake, Ak 99652.

9. Term. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change or amend said covenants in whole or in part.

10. Enforcement. The owner of any commercial lot of POTTER PLACE SUBDIVISION ADDITION #1, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions, now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11. Severability. If any provision of this Declaration or the application thereof to any person or circumstance is held invalid by judgment or court order, the remaining provisions and their application to other persons, or to other circumstances, shall not be effected thereby, and shall remain in full force and effect.

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

FINANCIAL SERVICES, INC.

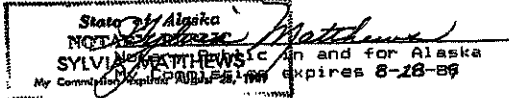
By: Billy H. Norman
ITS: Agent

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 21st day of March, 1986 before me, a notary public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Billy H. Norman, known to me and to me known to be a signor of Financial

Services, Inc., an Alaska Corporation, the corporation that executed the within and foregoing instrument, and he acknowledged to me that he executed the same on behalf of the corporation, for the uses and purposes therein mentioned, by authority of its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal on the day and year last above written.



86-006507
16-

RECORDED-FILED
PALMER REC.
DISTRICT

APR 1 12 28 PM '86

REQUESTED BY _____

ADDRESS _____

McKendry Title & Trust
Box 87288
Westlife, Alaska 99687

454738

Return to
SKN 600000
Box 520414
Big Lake, AK 99652

AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
POTTER PLACE SUBDIVISION
ADDITION #1

The following amendment is to be made a part of these original Declaration, Conditions and Restrictions recorded April 1, 1986 in Book 461 at Page 545 for the property more particularly described as:

Potter Place Subdivision, Addition #1,
according to Plat No. 86-31, located
in the Palmer Recording District, Third
Judicial District, State of Alaska.

To be eliminated will be the Section titled "MOBILE HOMES OR HOUSE TRAILERS" on page 2.

In its place will be the following:

Mobile homes will be allowed with the following restrictions. Mobile homes shall not be more than twelve (12) years old when moved onto a lot. Mobile homes must be at least twelve (12) feet wide. Twelve-foot wide mobile homes must be at least fifty-five (55) feet in length. Fourteen-foot wide mobile homes must be at least forty-eight (48) feet in length and do not require a tilt-out section. Double-wide mobile homes or modulars are allowed with no length restrictions.

Exterior construction of any lean-to's must be finished completely, including siding and /or painted, within 90 days of start of construction.

Foundations. Mobile homes will be on permanent foundations approved by FHA. All hitches, tongues and axles will be removed from mobile homes. All mobile homes will be skirted in.

This shall apply only to the following lots in Addition #1:

Lots 11 thru 17, Block 8; Lots 7 thru 15, Block 10;
Lots 3 thru 19, Block 11; Lots 1 thru 8, Block 12;
and Lots 1 thru 3, Block 14.

A Camper Trailer or motorhome may be used for living purposes during construction, not exceeding one (1) year and then may be kept on a lot for Recreational purposes.

All other covenants of Potter Place Addition #1, must be adhered to.

This amendment is signed and sealed.

BY: Billy H. Norman Agent
Financial Services, Inc.
Owner of 81 lots

BY: James R. Fowh

~~BY~~ _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 19th day of Aug., 1986, before me, the undersigned a Notary Public in and for the State of Alaska, personally appeared Billy H. Norman, agent for

Financial Services, Inc., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me the same and freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC

SANDRA K. NORMAN
Notary Public in and for Alaska
My Commission expires 6-10-88

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 19th day of Aug, 1986, before me, the undersigned a Notary Public in and for the State of Alaska, personally appeared Jimmie R. Fowler, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me the same and freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC

SANDRA K. NORMAN
Notary Public in and for Alaska
My Commission expires 6-10-88

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 1986, before me, the undersigned a Notary Public in and for the State of Alaska, personally appeared _____, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me the same and freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public in and for Alaska
My Commission expires _____

RECORDED-FILED
PALMER REC.
DISTRICT

AUG 21 3 45 PM '86

REQUESTED BY _____

ADDRESS McKinley Title & Trust
Box 872886
Wasilla, Alaska 99687

86-018653

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