

DECLARATION OF PROTECTIVE COVENANTS
FOR
MOOSE MOUNTAIN SOUTH SUBDIVISION

Moose Mountain, Incorporated, an Alaska corporation, of P O Box 84198, Fairbanks, Alaska 99708, being the fee owner of all lots of that certain subdivision known as Moose Mountain South Subdivision according to the plat thereof filed _____, as Plat no. _____, Records of the Fairbanks Recording District, State of Alaska, desiring to ensure the orderly development and use of lots in said subdivision, and desiring to prevent nuisances or impairments of the attractiveness or value of said lots, does hereby declare and adopt the following protective covenants as to limitations and restrictions upon the use of all lots in the Moose Mountain South Subdivision.

I. PROTECTIVE COVENANTS

In cases where the following covenants conflict with the subdivision zoning, the most restrictive standard shall apply.

1. LAND USE AND BUILDING TYPE. All lots shall be used only for single family residential purposes. Without limiting the generality of the foregoing, no apartment, duplex, or other multi-family structure shall be erected, altered, placed or permitted to remain on any lot. No building shall exceed 35' in height when measured from the lowest point the building meets the previously existing ground elevation. Each lot shall have only one dwelling structure. Accessory buildings, such as garages or other buildings customarily adjunct to a place of residence, shall be of a permanent nature and of harmonious design and appearance with each other and with the dwelling buildings.

2. DWELLING SIZE AND QUALITY. The minimum permitted dwelling size for this subdivision shall be 576 square feet, exclusive of basements, decks, garages, and open porches. Loft area with a minimum of 6' ceiling height may be included in the minimum square footage calculation. The exterior of said dwelling shall be completed within 18 months after the beginning of construction, and finished with a standard, permanent, recognized finished material. No urethane or other insulation unpainted metal roofing, white or other "house wrap" or black felt paper shall be visible from a building's exterior. No bright or unnatural colors will be permitted. Siding shall be natural wood or colors that blend with the surrounding environment.

3. MOBILE HOMES. No mobile home, trailer or any type of temporary dwelling until will be allowed in this subdivision. All homes must have permanent foundations in conformance with the minimum standards of the Federal Housing Administration as for the year of construction. The term "MOBILE HOME" means a dwelling unit which is designed for transportation as one or more units, after fabrication, on highways to a site where it is to be occupied and to which site it arrives complete and ready for occupancy except for incidental unpacking and assembly operations location on jacks or foundations, and connections to utilities.

4. EASEMENTS. Easement for the installation and maintenance of utilities are reserved as shown on the recorded plat. Drainage easements are shown on the plat in areas below cul-de-sacs and culvert crossings. In addition, some lot lines within the subdivision have a trail easement adjacent. No structure (including fences), planting or other material shall be placed or permitted to remain on any utility easement or within 10' of any lot line containing a trail easement. No structures shall block free drainage of water along any drainage easement.

5. NUISANCES. No noxious or offensive activity, including, but not limited to, noise disturbances caused by motorized vehicles, shall be carried out on any lot or subdivision road, nor shall anything be done thereon which may become an annoyance or nuisance. Specifically, (a) the parking or commercial vehicles or the use of the lot for the storing of vehicles, machinery, surplus equipment, scarp, or any other items not directly connected with the use of a lot for residential purposes is specifically declared to be a nuisance within the meaning and intent hereof; (b) the collection or keeping of non-operational motor vehicles and other non-operational machinery of any other type is prohibited; (c) the parking of vehicles and the storage, of coal, wood, or any other material on subdivision roadways is prohibited. (d) The operation or any commercial business is prohibited. No automotive or heavy equipment repair shops will be allowed.

6. ANIMALS. No animals, livestock or poultry shall be raised, bred, or kept except a maximum of one horse, two dogs, or two cats for each 40,000 s.f. of lot area, provided that they are not kept for any commercial purposes. A maximum of one animal is allowed per 20,000 s.f. Animal areas shall be kept clean and shall not be allowed to generate offensive odors. No pets or animals shall be allowed to constitute a nuisance. Unless an entire lot is surrounded by an animal proof fencing, animals shall be penned or tied as near as practicable to the center of the lot, with screening by structures or forest between the penning area and adjoining lots.

7. CLEARING. Trees or brush shall be hand cleared only by machete, hand axe, power saw, etc. to preserve the natural atmosphere. Only selective thinning shall be allowed to enhance the view. No bulldozers or heavy equipment shall be used to clear trees or brush except for driveways and building areas.

8. BUILDING SETBACK. No building shall be constructed within 50' of any lot line, including any accessory building.

9. SUBDIVIDING OF LOTS. No lots in the Moose Mountain South Subdivision shall be further subdivided, even when allowed by zoning. The exception shall be that three adjacent lots may be subdivided into two larger lots, provided that all applicable subdividing and platting requirements are met.

10. GARBAGE AND REFUSE DISPOSAL. No lot, nor any part thereof, shall be used as a dumping or storage ground for refuse or rubbish of any kind. Trash, garbage and other waste shall be kept in sanitary container: accumulated trash, garbage, and other waste shall be disposed of regularly.

11. SIGNS. No signs shall be permitted to remain on any lot except for temporary signs less than 6 s.f. to advertise “for sale” or “for rent”.

12. DRIVEWAYS. All driveways must be constructed and permitted by the terms of the Fairbanks North Star Borough driveway permit.

13. FIREARMS No firearms may be discharged on any lot in this subdivision or anywhere within the area. All hunting, including bow and arrow, is prohibited in this subdivision. Fireworks of any description are prohibited in this subdivision.

GENERAL PROVISIONS

DURATION. These covenants shall run with the land and shall be binding upon the within parties and those claiming, under the within parties through succession in interest to any lot or lots in said subdivision, to stand for the benefit and protection of present and future owners of lots in said subdivision. These covenants shall be enforceable at the insistence of the record owner of any lot in said subdivision. The successors in interest thereto shall ensure their benefit and protection by proceedings in equity to restrain violation and by proceedings at law to recover damages for the violation thereof.

These protective covenants are to remain in effect for a period of twenty-five (25) years and shall automatically be renewed for successive periods of twenty-five (25) years each unless within thirty (30) days of the expiration of any twenty-five year period, a written instrument executed by the record owners of not less than 67% of all lots is placed of record in said Fairbanks Recording District. At any time prior to the expiration of these covenants, they shall be subject to modification by written instrument executed by not less than 67% of all then record owners of said lots and placed of record in said Fairbanks Recording District.

FULLY PROTECTED RESIDENTIAL AREA. The covenants contained herein in their entirety shall apply to the entire Moose Mountain South Subdivision.

SEVERABILITY. In validation 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.

DATED this _____ day of _____ 2007.

MOOSE MOUNTAIN, INC.

By: _____
H. Roger Evans, President

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

This is to certify that on the _____ of _____-2007, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared H. Roger Evans, to me know to the be President for Moose Mountain, Inc. and who executed the within and foregoing
DECLARATION OF PROTECTIVE COVENANTS FOR MOOSE MOUNTAIN SOUTH, ON BEHALF OF SAID Moose Mountain, Inc., for the uses and purposes therein stated and pursuant to his authority to do so as an officer of said Moose Mountain, Inc.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.

Notary Public in and for the State of Alaska
My commission expires _____