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Recording District 401 Fairbanks

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Protective Covenants
Of
Chena Landings Subdivision, First Addition
Plat # 2018-5
Fairbanks Recording District

I. Area of Application

1. **FULLY PROTECTED BUILDING TYPE.** The covenants contained herein in their entirety shall apply to all lots of Chena Landing Subdivision, First Addition, except for lot 1 and Tract A.

II. Protective Covenants

1. **TIME LIMIT FOR CONSTRUCTION.** Any dwelling shall be completed externally, including obtaining a certificate of occupancy, within one year of date of excavation or commencement of construction demonstrated by a valid building permit.
2. **TEMPORARY STRUCTURES.** No structure of a temporary character such as: a trailer, mobile home, motor home, manufactured home to include a double-wide, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. This list is not meant to be exhaustive and includes any temporary structures that are not residences.
3. **OVERHEAD UTILITIES.** All overhead service drops must be located within 50' of the existing primary/yard pole.

GENERAL PROVISIONS

1. **TERMS.** These covenants 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 successive periods of ten (10) years unless an instrument signed by the majority of the then owners in the subdivision has been recorded agreeing to change said covenants in whole or in part.
2. **MODIFICATIONS.** These covenants and conditions stated therein may be modified by written consent of that at least fifty one percent (51%) of the owners of the total number of lots in the subdivision.
3. **ENFORCEMENT.** 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.

4. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any other of the other provisions, which shall remain in full force and effect.

ALASKA RAILROAD CORPORATION


William O'Leary, President & Chief Executive Officer

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23rd day of January, 2018 before me, the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared William O'Leary, President & Chief Executive Officer of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, who executed the foregoing Protective Covenants of Chena Landings Subdivision, First Addition, on behalf of the corporation.




Notary Public in and for Alaska
My Commission expires: March 6, 2021

Recorder's Office, return to:
ALASKA RAILROAD CORPORATION
ATTN: REAL ESTATE
P.O. BOX 107500
ANCHORAGE, AK 99510-750

State Business – No Charge

