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Recording Dist: 302 - Kenai
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ALASKA

C032806

COVENANTS, CONDITIONS AND RESTRICTIONS

DENA'INA MEADOWS SUBDIVISION ACCORDING TO PLAT #2005-316

LOCATED WITHIN THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, BLOCK ONE,

LOTS 1, 2, 3, BLOCK TWO

A-1 DRIVEWAYS AND ENTRANCE SIGN

Lot 1, Block Two and Lot 3, Block One shall have a four foot by fifteen foot easement for placement of Dena'ina Meadows Subdivision entrance sign. All lots in Dena'ina Meadows subdivision must use the interior streets for driveway access, except for Lots 1 and 2, Block One will use East Redoubt Street for driveway access.

A-2 LAND USE AND BUILDING TYPE

No lot or other portion of the real property described above shall be used for any purpose other than one residential single family dwelling. Except Lots 1 and 2, Block One may have one (1) duplex residence. No buildings shall be erected, altered, placed, or permitted to remain on the property other than one single residential dwelling, except as described for Lots 1 and 2, Block One. No commercial activity or business of any kind shall be conducted on said premises.

A-3 FENCES, ETC.

No fence, wall hedge, or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum front building setback lines, unless the height is restricted to 4 feet or less on that portion between the street and the front setback line. No chain link fence permitted.

A-4 DWELLING, QUALITY, AND SIZE

It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein at the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one

story open porches and garages shall not be less than one thousand two hundred (1,200) square feet except for Lots 1 and 2, Block One. Lots 1 and 2, Block One may have a duplex residence; the ground floor area of the main duplex structure exclusive of one story open porches and garages shall not be less than one thousand eight hundred (1,800) square feet.

Exterior colors shall be earth tone. Roof color shall be of earth tone. Metal roofs will not be permitted on any structure. All exterior lighting, including but not limited to directional lighting, shall be located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby lot owner.

A-5 OUTBUILDINGS

A limit of one (1) Garden shed, one (1) separate garage may be permitted and shall be constructed and finished in a similar manner and workmanship as set forth above for dwellings. The size of all outbuildings shall conform to neighborhood and not block views or become a visual nuisance to any adjoining lot owner. Metal or pole buildings, canvas, and plastic construction is not permitted.

A-6 BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat provided. However, no building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than ten (10) feet to any interior lot line.

A-7 AUTOMOBILES

No vehicle may be abandoned or allowed to remain on any lot or street offsetting any lot for more than seven (7) days if it is not in good operating condition. All vehicles used in connection with any lot must be licensed. No heavy equipment may be parked on any lot or street except during such time that it is working in the subdivision.

A-8 STORAGE OF MOTOR HOMES, RV'S, ETC.

All motor homes, boats, RV's, 4-wheelers, snow machines, riding mowers, etc. shall be stored in the most inconspicuous manner possible; preferably in a permanent out building. At no time is a motor home or R.V. to be used on the property as a permanent residence.

A-9 STORAGE OF EQUIPMENT AND MATERIAL

No lot or street may be used for the storage of any equipment, material or merchandise used or to be sold in a trade or business. At no time shall a temporary covering such as blue tarpaulins, be conspicuously used for storage of equipment or materials.

A-10 CLEARING

No owner shall be permitted to clear a lot of more than 50% of healthy standing trees of size and beauty except that trees may be thinned and the under growth cleared. Any lawn areas shall be maintained on a regular basis or removed. All stumps and debris will be disposed of in a timely manner. In the event or the excess removal of trees on any lot, the owner shall be responsible, at his/her own expense, for replanting and maintaining live trees.

A-11 RE-SUBDIVISION

The area of a lot shall not be reduced in size by re-subdivision.

A-12 EASEMENTS

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

A-13 NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall any activity be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-14 TEMPORARY STRUCTURES

No structure of a temporary nature including, but no limited to a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanent.

A-15 CONSTRUCTION

All houses must be enclosed and exteriors finished within 12 months of beginning construction; except that this deadline may be extended to coincide with the normal building season. All houses must be on a permanent foundation.

A-16 SIGNS

No sign in excess of 5 square feet may be displayed except in the case of developer advertising. All political signs will be removed within 5 days of the election and displayed not more than 21 days before the election.

A-17 GARBAGE AND REFUSE DISPOSAL

No lot or dedicated right-of-way shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerators or burning barrels shall be allowed.

A-18 DRAINAGE

All driveways and walkways from streets shall conform to the natural drainage and shall have a culvert. Any alteration of the natural drainage shall become the responsibility of the party changing the natural grades and they shall make all necessary provisions for the proper drainage.

A-19 ANIMALS

No animals, sled dogs, livestock, poultry or horses of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other customary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All permitted pets shall be confined to their owner's control at all times. All animal feces shall be disposed of in a manner not to be offensive to neighborhood.

Part B: Enforcement, Severability and Term

B-1 ENFORCEMENT

Any owner shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. A failure by any owner to enforce any of the same shall in no event be deemed a waiver of his right to do so thereafter.

B-2 SEVERABILITY

The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

B-3 TERM

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 100% of the owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

Patrick S O'Neill

Pristine Properties, Patrick S. O'Neill, Agent

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

This is to certify, that before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Patrick S O'Neill, known to me to be the identical individuals described in and who executed the foregoing document in my presence and acknowledged to me that (s)he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of March, 2005.

Sammie L Cole

Notary Public in and for Alaska
My commission expires 07/04/09

SAMMIE L. COLE
Commission Expires
NOTARY PUBLIC
07/4/2009
STATE OF ALASKA

After recording, return to:
Pristine Properties, LLC
P.O. Box 3091
Soldotna, AK 99669
(907) 262-2750