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LITTLE LONELY LAKE SUBDIVISION
PLAT No. 2006- 6
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

The following reservations, conditions, agreements, covenants and restrictions shall run with the land, shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 25 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by the then seventy five per cent, (75%) of the lot owners within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part. The term "owner" shall mean that person or persons having the beneficial use and control and right to occupy the property, whether by way or deed or as a purchaser under a real estate contract.

FULLY PROTECTED AREA: The covenants in their entirety shall apply to all lots in the Subdivision as specifically identified below. "Lot" shall mean and refer to any of the numbered plots or tracts of land shown upon the recorded plat or subdivision map of LITTLE LONELY LAKE SUBDIVISION.

1. **LAND USE AND BUILDING TYPE:** Lots shall be used for residential and recreational purposes.
2. **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, health hazard or nuisance to the neighborhood. No parking or dismantling of inoperable vehicles or a "junking" nature shall be permitted on any lot.
3. **LIVESTOCK AND POULTRY:** No more than three of any one kind of animal will be allowed per residence. All the above animals shall be maintained in a sanitary and inoffensive condition and remain on their Owners property. No animals shall be raised, bred, or kept on any lot for commercial purposes.
4. **DOG TEAMS:** No dog teams shall be allowed.
5. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Waste shall be kept in sanitary storage containers. All incinerators, or other equipment for

the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. WATER SUPPLY AND SEWAGE DISPOSAL: Water supply and sewage disposal shall be in accordance with the Department of Environmental Quality regulations.
7. TREES: No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and reasonable fire protection. Trees may be thinned so long as maximum natural beauty and aesthetic value of the trees is retained.
8. ANTENNAS: Antennas shall be solely used for television reception. No unsightly antennas such as ham radio antennas shall be permitted.
9. HUNTING: Hunting shall be prohibited within the confines of the development.
10. NO MOBILE HOMES: No mobile, prefabricated, or modular homes are allowed. Residing in recreational vehicles is permissible up to one year while Owners residence is under construction. Recreational vehicles may be stored on Owners property.
11. ENFORCEMENT: Enforcement shall be by proceedings at law and /or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Prevailing party shall recover attorney's fees and all costs involved with enforcement of these
12. NO RE-SUBDIVIDES: No Lots in the Little Lonely Lake Subdivision shall be re-divided, other than for the purpose of removing lot lines in order to increase Lot size.
13. GRAVEL MINING: Gravel mining for any purpose shall not be allowed unless written permission is first received from Douglas or Donna Habersetzer.

Douglas L. Habersetzer by *Donna M. Habersetzer*
Signature Date Signature Date
DONNA M. HABERSETZER BY DONNA M. HABERSETZER

DONNA M. HABERSETZER, HIS ATTORNEY IN FACT
NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn before me this 19th day of January, 2006



Patricia R. Livingston
Notary Public in and for the State of Alaska

My commission expires: _____

Return to: Douglas Habersetzer
P.O. Box 873402
Wasilla, AK 99687



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