

PROTECTIVE COVENANTS AND RESTRICTIONS

K-15534

PART A: Preamble

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned is the owner of the lots located in V.I.P. PARK ESTATES, Addition Number One (1) as follows:

- Lots 11 Through 16, Block 1
- Lots 1 Through 3, Block 3
- Lots 1 Through 3, Block 4
- Lots 1 Through 5, Block 5

WHEREAS, the undersigned, in their desire to assure the continued development of the V.I.P. PARK ESTATES, Addition Number One (1) on a high level for the benefit of future property owners and the protection of property values therein, do desire to place on and against the lots described above within the V.I.P. PARK ESTATES, Addition Number One (1) certain protective covenants regarding the improvement and/or use of same:

NOW, THEREFORE, the undersigned hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvement of the lots described above located in the V.I.P. PARK ESTATES, Addition Number One (1), the plat of which is recorded in the Kenai, Recording District, Plat No. 76-104 filed August 11, 1976.

PART B: Area of Application

B-1 FULLY PROTECTED AREA The covenants in Part C in their entirety shall apply to the lots described above of V.I.P. PARK ESTATES, Additional Number One (1).

B-2 EFFECTIVE DATE The restrictive covenants, limitations and conditions hereinafter set forth and applicable to the Area hereinabove described shall take effect upon recording and shall supersede any other covenants recorded separately or on the plat.

PART C: Area Covenants

C-1 LAND USE AND BUILDING TYPE All uses, residential and commercial, single family, multi-family or businesses may be used on the above described lots for any purpose allowed by the Kenai Peninsula Borough Zoning Ordinances.

C-2 BUILDING CODE The undersigned hereby agree no building either residential or commercial shall be permitted on any lot that is not in compliance with the applicable area and building codes of the Kenai Peninsula Borough, it being the intention of the undersigned to insure that all buildings constructed on the above described lots shall be of the highest quality and conform to all applicable codes and ordinances of the Kenai Peninsula Borough. All the terms and conditions of the above described covenants shall be deemed to be a part of this instrument.

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C-3 MOBILE HOMES Mobile homes shall be permitted on said lots provided, however, no trailer less than 720 sq. ft. shall be permitted and said trailer shall be skirted and permanently hooked to sanitary water and sewer facilities.

C-4 BUILDING LOCATIONS No building or structure shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side line. No building or structure shall be located nearer than 10 feet to any interior lot line except that no side yard shall be required for a garage or other permitted accessory buildings located 5 feet or more from the minimum building set back line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, providing, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5 SANITARY FACILITIES All dwellings shall have indoor sanitary facilities and underground disposal systems. No out-house or above ground disposal systems shall be permitted on any lot.

C-6 RE-SUBDIVISION ON OR AFTER THE DAY OF 1986 The area of lots herein described shall not be reduced in size by re-subdivision for a period of 10 years from date of the recordation of these covenants except that the owner of three continuous lots may divide the inner or middle lot thus increasing the size of the two remaining lots which shall then be treated for all purposes pertinent to the building and use restrictions as enlarged single lots. But, in no event shall lots of a re-subdivision have a width of less than 1/3 of the depth. All proposed re-subdivision shall be submitted to the Kenai Peninsula Borough Planning and Zoning Commission for approval and platting.

C-7 EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the five feet toward the street of each lot.

C-8 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 nuisance to the neighborhood.

C-9 TEMPORARY STRUCTURES No structure of a temporary character, 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.

C-10 OIL AND MINING OPERATIONS No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on 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 be erected, placed, maintained, or permitted on any lot, nor within one hundred feet of the tract of land owned or controlled by the developer or operator.

C-11 ANIMALS AND POULTRY No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except,

either a horse or cow shall be kept on any lot, provided that a fence sufficient in size and height to contain the animal shall be maintained around the lot. The chickens shall be kept in a fenced area only. The chickens shall be kept in a fenced area of a fence sufficient in size and height to contain the chickens. Household pets may be kept provided.

that they are not kept, bred or maintain for any commercial purpose. No more than two cats and one dog of the husky or sled type or breed may be kept or permitted on any lot. All dogs shall be restrained as necessary to prevent their becoming a nuisance.

C-12 GARBAGE AND REFUSE DISPOSAL No lot shall be used or maintained as a dumping ground for rubbish. 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 material shall be kept in a clean and sanitary condition.

C-13 SIGHT DISTANCE AT INTERSECTIONS No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded line extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D: General Provisions

D-1 All utilities shall be underground, and all underground utilities shall be installed at the expense of the owner of each lot utilizing said utilities.

D-2 Unless maintained by City, Borough or State all streets shall be maintained by owners of lots within the Subdivision other than the developer.

D-3 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-4 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 and such actions may be brought by the owner or owners of any lot in the subdivision.

D-5 SEVERABILITY Invalidation 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.

WITNESSED at Kenai, Alaska, this 16th day of November, 1976.

Donald M. Dean

Marion V. B. ...

RECORDED AT
D. C. DEAN
KENAI, ALASKA 1976

RECORDED AT
D. C. DEAN
KENAI, ALASKA 1976

KWF-1612

PROTECTIVE COVENANTS AND RESTRICTIONS

PART A: Preamble

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned are the owners of the properties comprising the V.I.P. PARK ESTATES, ADDITION NUMBER ONE (1) and other lands as follows:

V.I.P. PARK ESTATES, ADDITION NUMBER ONE (1), a portion of Block One (1), according to Plat #76-108, and unsubdivided land located in Section 20, Township 5 North, Range 11 West, Seward Meridian to be subdivided and to become part of V.I.P. PARK ESTATES, ADDITION #ONE (1).

WHEREAS, the undersigned, in their desire to assure the continued development of the V.I.P. PARK ESTATES, ADDITION NUMBER ONE (1) on a high level for the benefit of future property owners and the protection of property values therein, do desire to place on and against the lots described above within the V.I.P. PARK ESTATES, ADDITION NUMBER ONE (1) certain protective covenants regarding the improvement and/or use of same:

NOW, THEREFORE, the undersigned hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvement in the presently existing V.I.P. PARK ESTATES, ADDITION NUMBER ONE (1), and to all future additions to or land to be subdivided and included in V.I.P. PARK ESTATES, ADDITION NUMBER ONE (1).

PART B: Area of Application

B1 FULLY PROTECTED RESIDENTIAL AREA The covenants in Part C in their entirety shall apply to the lots described above of V.I.P. PARK ESTATES, ADDITION NUMBER ONE (1).

B-2 EFFECTIVE DATE The restrictive covenants, limitations and conditions hereinafter set forth and applicable to the area hereinabove described shall take effect upon recording and shall supersede any other covenants recorded separately or on the plat.

PART C: Residential Area Covenants

C--1 LAND USE AND BUILDING TYPE All uses, residential and commercial, single family, multi-family or businesses may be used on the above described lots for any purpose allowed by the Kenai Peninsula Borough Zoning Ordinances.

C-2 DWELLING COST, QUALITY AND SIZE No building either residential or commercial shall be permitted on any lot that contains less than 900 square feet of occupiable area and all buildings and structures shall conform to the uniform building, plumbing and electrical codes, it being the intention and purpose of the covenant to insure that all buildings and structure shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

C-3 MOBILE HOMES Mobile homes shall be permitted on said lots provided, however, no trailer less than 720 square feet shall be

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P. O. BOX 2221
KENAI, ALASKA 99511

permitted and said trailer shall be skirted and permanently hooked to sanitary water and sewer facilities.

C-4 BUILDING LOCATIONS No building or structure shall be located on any lot nearer than twenty-five feet (25') to the front lot line or nearer than ten feet (10') to any side line. No building or structure shall be located nearer than ten feet (10') to any interior lot line except that no side yard shall be required for a garage or other permitted accessory buildings located five feet (5') or more from the minimum building set back line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, providing, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5 SANITARY FACILITIES All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouse or above ground disposal systems shall be permitted on any lot.

C-6 EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the five feet toward the street of each lot.

C-7 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 nuisance to the neighborhood.

C-8 TEMPORARY STRUCTURES No structure of a temporary character, 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.

C-9 OIL AND MINING OPERATIONS No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on 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 be erected, placed, maintained, or permitted on any lot, nor within one hundred feet of the tract of land owned or controlled by the developer or sponsor.

C-10 LIVESTOCK AND POULTRY No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except:

a. One horse or cow, but not both. Either a horse a cow shall be confined to the lot by the use of a fence sufficient in size and strength to restrain the horse or cow on the lot.

b. Fifty (50) chickens kept for personal use only. The chickens shall be confined either in chicken pens or by the use of a fence sufficient to restrain the chickens to the lot.

c. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No more than two cats and one dog of the husky or sled type or breed may be kept or permitted on any lot. All dogs shall be restrained as necessary to prevent their becoming a nuisance.

C-11 GARBAGE AND REFUSE DISPOSAL No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or

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other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-12 SIGHT DISTANCE AT INTERSECTIONS No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twentyfive feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D General Provisions

D-1 All utilities shall be underground, except telephone line, and all underground utilities shall be installed at the expense of the owner of each lot utilizing said utilities.

D-2 Unless maintained by City, Borough or State all streets shall be maintained by owners of lots within the Subdivision other than the developer.

D-3 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 twentyfive years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-4 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 and such actions may be brought by the owner or owners of any lot in the subdivision.

D-5 SEVERABILITY Invalidation 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 at Kenai, Alaska, this 24th day of May, 1977.

DONALD M. AASE

MARVIN V. BJERKE, by his attorney-in-fact DONALD M. AASE

M.E. COLE, by his attorney-in-fact DONALD M. AASE

EMMETT J. ONSLOW, by his attorney-in-fact DONALD M. AASE

VERA D. COLE, by her attorney-in-fact DONALD M. AASE

MADELEINE ONSLOW, by her attorney-in-fact DONALD M. AASE

HAROLD W. ONSLOW, by his attorney-in-fact DONALD M. AASE

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 27th day of May, 1977, before me, the undersigned Notary Public in and for Alaska, personally appeared DONALD M. AASE known to me to be the person named in the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein contained.

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

Glenn White
Notary Public State of Alaska
My commission expires: 2/1/78

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 24th day of May, 1977, before me, the undersigned Notary Public in and for Alaska, personally came DONALD M. AASE, known to me and to me known to be the individual who executed the foregoing instrument as attorney-in-fact for M.E. COLE, VLRA D. COLE, HAROLD W. ONSLOW, MARVIN V. BJERKE, EMMETT J. ONSLOW and MADELEINE ONSLOW and to me known to be such duly appointed and acting attorney-in-fact, and acknowledged to me that the foregoing instrument was executed by him as such attorney-in-fact for said principals, freely and voluntarily, for the uses and purposes therein set forth.

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

Glenn White
Notary Public for Alaska
My commission expires: 2/13/78

*Return to:
Case
Rt 2 Box 326
Fairbanks, AK 99709*

77-000006

May 26 3 44 AM '77
Atty

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ROBINSON
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FAIRBANKS, ALASKA 99701

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