

K-14381

BOOK 87 PAGE 332
Homer Recording District

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE ANCHOR VIEW ESTATES SUBDIVISION

16-34
PART A. PREAMBLE.

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned is the sole owner of the properties comprising the Anchor View Estates Subdivision, and,

WHEREAS, So Lo Ma Park, Inc. desire to assure the continued development of the Anchor View Estates Subdivision on a high level for the benefit of the future property owners and for the protection of property values therein, does desire to place on and against all real property within the Anchor View Estates Subdivision certain protective covenants regarding the improvement and/or use of the same;

NOW, THEREFORE, So Lo Ma Park, Inc. does hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions, and restrictions regarding the use and/or improvement of the property located in the Anchor View Estates Subdivision and located in the

Homer Recording District, Third Judicial District, State of Alaska, Plat No. 76-57, Recorded July 16, 1976 in said Records, Said plat makes reference to these covenants.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL/RECREATIONAL AREA. The covenants in Part C in their entirety shall apply to all of the Anchor View Estates Subdivision.

Lots shall mean and refer to any plot of land shown upon any recorded Plat of subdivision map of Anchor View Estates Subdivision.

B-2. EFFECTIVE DATE. The restricted covenants, limitations and conditions hereinafter set forth and applicable to the recreational/residential area hereinabove described shall take effect concurrently with, and not until, the recording of the Plat for the Anchor View Estates Subdivision consisting of 44 lots and tracts, as more particularly described in the preamble hereto.

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PART C. RESIDENTIAL/RECREATIONAL AREA COVENANTS.

C-1. LAND USE AND BUILDING TYPE. Lots 1-23, Block 1, and Lots 1-17, Block 2, shall not be used for other than Recreational/Residential purposes. Lots 1-23, Block 1 and Lots 7, 8, 9, 12, 13, and 14, Block 2, shall be single residence or duplex, triplex or fourplex. Lot 24, Block 1, and Lots 18, 19, and 20, Block 2 shall be for commercial use. No commercial activities shall be conducted upon the remaining lots other than those described above. Neither will there be permitted any conduct, enterprises or usage that may create a nuisance, be unlawful or act detrimentally to the peace, dignity or value of the property described herein. It is further understood that the keeping of partially dismantled vehicles, junked cars, or unused equipment on the premises is prohibited unless such vehicles are being used for transportation. All sewage disposal systems of whatever kind shall be constructed and maintained in accordance with the standards as promulgated by the Alaska State Commissioner of Health and Welfare. Further, where a mobile home is placed upon a property for the purpose of residency, it shall be on a temporary basis only and in no event shall remain longer than two (2) years; and shall be removed upon construction of permanent structure.

C-2. DWELLING QUALITY AND SIZE. It is the intention and purpose of this covenant to assure that all new dwellings are of good quality workmanship and materials. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 960 square feet for a primary residence, and no building shall be more than two (2) stories high.

All outbuildings, garages, storage buildings, shall be of the same quality and workmanship as the recreational/residential dwelling.

C-3. BUILDING LOCATIONS. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line, no building shall be located nearer than ten (10) feet to any interior lot line. No building shall be closer than twenty-five (25) feet to the bluff line. For the purpose of the covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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No sewage system of whatever kind, shall be located nearer any water course or shoreline than one hundred feet or at a greater distance as specified by the Commissioner of Health and Welfare.

No fence or wall shall be erected or placed on any lot which will impede the natural view available to adjacent land owners. No fence at the bluff line shall obstruct the Alaska Peninsula Mountain view of the adjacent land owners.

C-4. LOT USAGE. Lots 1-23, Block 1 and Lots 1-17, Block 2 shall not be used for other than Recreational/Residential purposes. Lot 24, Block 1 and Lots 18, 19, and 20, Block 2 shall be for commercial use. No lot shall be re-subdivided, split or broken up in part or parcel for sale or resale, lease, or rent in less than 2½ acre parcels.

C-5. EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

C-6. NUISANCES. No noxious or offensive activity shall be carried on upon lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. However, a maximum of two (2) dogs, cats or other household pets may be kept on any lot. A maximum of two (2) horses per lot, may be kept on any lot, no horse being stabled closer than twenty-five (25) feet to any lot line.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character including but not limited to a trailer, basement, tent, shack, garage, barn, or other structure shall be used as a permanent residence. Such temporary structure may be used as a temporary residence for a period not to exceed two (2) years during construction of a permanent residence that meets the requirements set forth herein above.

C-9. SIGNS. All signs must be approved by the Home Owner's Association.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operation or any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or under any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

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C-12. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirement, standards, and recommendations of the Commissioner of Health and Welfare, (Alaska Department of Environmental Conservation). Approval of such system as installed shall be obtained from such authority.

C-14. MAINTENANCE. All owners of the Anchor View Estates Subdivision are required to join the Anchor View Estates Subdivision Association. The purposes for the Association is to discuss problems of the owners and take care of the Road Maintenance and snow removal.

C-16. UTILITIES. Electrical and telephone utilities shall be installed in accordance with the requirements of the utility companies.

D-1. 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 twenty-five (25) years from the date these covenants are recorded, after

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which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

AMENDMENT. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the owners in the Anchor View Estates Subdivision. Any amendments must be recorded.

D-2. 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 record of any lot in the subdivision.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SO LO MA PARK, INC.

By: James V. Farrell

JAMES V. FARRELL
Vice President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of August, 1976, before me, the undersigned Notary Public, personally appeared JAMES V. FARRELL, known to me and to me known to be the Vice President of So Lo Ma Park, Inc., the corporation named in the foregoing instrument and he acknowledged that he executed the same on behalf of said corporation by authority of its Board of Directors.

WITNESS my hand and official seal.



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HOMER RECORDING
DISTRICT

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REQUESTED BY Att.

July 30, 1976 ADDRESS Kene.

James V. Farrell
NOTARY PUBLIC IN AND FOR ALASKA
My Commission Expires: 8-2-77

AMENDMENT

It is hereby declared that in that certain document, Protective Covenants and Restrictions for the Anchor View Estates Subdivision, recorded August 6, 1976, Book 87 at Page 332, in the Homer Recording District, Third Judicial District, State of Alaska, Section C-10 entitled OIL AND MINING OPERATIONS, be hereby removed from said Covenants and Restrictions.

Dated: August 25, 1976

SO LO MA PARK, INC.

By: JAMES W. Y. WONG
President

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 25th day of August, 1976, before me, the undersigned Notary Public, personally appeared JAMES W. Y. WONG, known to me and to me known to be the President of SO LO MA PARK, INC. an Alaskan Corporation, the corporation named in the foregoing instrument and he acknowledged that he executed the same on behalf of said corporation by authority of its Board of Directors.

WITNESS my hand and official seal.

Pam Sheenawalt
Notary Public in and for Alaska
My Commission Expires: 5-28-78

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REQUESTED BY Atty.
ADDRESS Krus