

DECLARATION OF COVENANTS AND RESTRICTIONS
A. A. MATTOX 1958 ADDITION UNIT 2
PLAT #83-89

THIS DECLARATION, made and dated this 2nd day of November, 1983, by Pioneer Investments of Homer, Alaska, hereinafter referred to as the "Declarant", as the "Covenants and Restrictions", to be recorded in the Homer Recording District, Third Judicial District, State of Alaska, which pertains to the following described real property:

A. A. Mattox Subdivision, 1958 Addition, Unit 2;
Consisting of Lots 1 through 38.

(hereinafter the "subdivision").

All of the lots within said A. A. Mattox 1958 Addition Unit 2 shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the lots within the "subdivision" and which shall run with all such land and be binding on and inure to the benefit of all parties having any right, title or interest in the "subdivision", or any part thereof, their heirs, successors and assigns. The restrictions, covenants and conditions hereby established shall run with and bind the land for a term of twenty (20) years from the 5th day of October, 1983, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of lots within the "subdivision" has been recorded amending it in whole or in part.

1. That the property herein described shall not be used for any purpose other than for residential purposes and no commercial activities shall be conducted upon the premises herein concerned, neither will there be permitted any conduct, enterprise, or usage that may create a nuisance, be unlawful, or act detrimentally to the peace, dignity, or value of this subdivision. The keeping of livestock and poultry upon the premises herein concerned is expressly prohibited. The area of the lots above described shall not be reduced in size by re-subdivision or otherwise.

2. That no residence shall be erected, placed, or maintained upon the real property described unless the same, when completed, shall meet the requirements of the Federal Housing Administration Minimum Property Standards, be completed within one (1) year after construction has started, contain not less than nine hundred forty square feet (940 S.F.) in any single story, single family dwelling; not less than eight hundred sixty four square feet (864 S.F.) if a two story dwelling; not less than eight hundred sixty four square feet per unit in any multiple unit dwelling. All requirements are exclusive of porches, decks, garages or carports. Residences shall be not

more than two (2) stories in height on lots 4 through 38. Lots 1, 2, 3, and 4 shall be reserved for multiple family dwellings.

3. No army type huts, quonset huts or temporary buildings shall be constructed or placed on said lots, nor shall any tents or house trailers or mobile homes other than recreational vehicles be parked thereon. Multi-family dwellings or units are specifically prohibited except that one multi-unit dwelling may be constructed to conform to City Zoning Ordinance on Lots 1 through 4.

4. No lot shall be used or maintained as a dumping ground. 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 materials shall be kept in clean and sanitary condition. 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.

4. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats. No structure of any kind shall be erected upon such utility easements. The grantees of utility easements shall have the right of access to said easements at all times to carry out the intent and purpose of the easement.

6. All residents in the described subdivision shall be connected to the City of Homer water supply and sewage disposal system.

7. Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant either by restrain violation or recover damage.

8. 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.

9. 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. If an instrument signed by two-thirds (2/3) or more of the owners of the lots is recorded agreeing to change said restriction in whole or in part, then the amended restriction shall govern.

DATED THIS 2nd DAY OF November, 1983, at Homer, Alaska.

PIONEER INVESTMENTS
a general partnership

By: Dayton Child
Dayton Child, Managing Partner

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of November, 1983, before me, the undersigned, a Notary Public, in and for the State of Alaska, personally appeared Dayton Child, to me known to be the Managing Partner of PIONEER INVESTMENTS, a general partnership, and known to me to be the person who executed the within instrument on behalf of the partnership herein named, and acknowledged to me that he executed the same for the purposes therein stated.

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

Janet C. Gillham
Notary Public in and for Alaska
My Commission Expires: 3-18-86



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RECORDED - FILED
HOMER RECORDING
DISTRICT

Nov 3 9 11 AM '83

REQUESTED BY K. B. Title

ADDRESS Homer