

COVENANTS AND RESTRICTIONS

Idlewild Subdivision

NO. 1

Big Lake, Alaska

Lots 1 thru 24, located in Section 28, T17N, R3W, Seward Meridian, Alaska.

The undersigned, being the owners and developers of that certain land hereinafter described, hereby makes the following declarations as to limitations, restrictions and uses for which the lots constituting the aforesaid subdivision may be put and hereby specifying that said declarations shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

1. Lots 1 through 5 and lots 23 and 24 shall be restricted for purpose of commercial and/or residential use.
2. Lots 6 through 22 shall be restricted for purpose of residential use. Only one single family or duplex residence, plus buildings accessory to use.
3. ~~Access to lots 15 and 18 shall be restricted to France Court.~~
4. An easement for a 20-foot wide roadway and a 44.28 foot easement frontage for waterfront docking site on lots 23 and 24 is reserved for use only by the Idlewild Subdivision lot owners.
5. A 15-foot wide buffer easement is reserved to separate the commercial lots fronting SOUTH BIG LAKE ROAD from the residential lots.
6. All other easements are 15 feet wide utility easements. A 30-foot wide utility easement extends across a portion of lots 23 and 24. An existing powerline presently extends across the subdivision as shown.
7. No structure shall be placed nearer than ten (10) feet from any side or rear lot line, ~~excepting those lots restricted for commercial purposes may be built to the lot side lines.~~ and 75' from any body of water or water course.
8. No structure shall be placed nearer than twenty-five (25) feet from the right-of-way line of any public right-of-way, excepting lots 1 through 5, which is 50-feet from SOUTH BIG LAKE ROAD.
9. Dwelling Costs, Quality and Size. No dwelling shall be permitted on any lot which costs less than \$25,000.00 to construct, based upon cost levels prevailing on the date this document is recorded, it being the intent and purpose of this covenant to assure that all dwellings constructed in the subdivision shall be and remain of a minimum quality of workmanship and materials substantially the same or better than that which now can be produced for \$25,000.00. The use of celotex, nu-wood, tarpaper or other similar materials used as exterior siding is forbidden. Additionally no dwelling may be constructed or placed upon the subdivision which contains less than 864 square feet for single family dwelling, or 1728 square feet for duplex dwelling, on the ground floor of the main structure, exclusive of porches, carports and garages, or which is less than 20-feet wide on any side. No dwelling may be constructed greater than two and one-half (2½) stories in height, excepting lots 1 through 5. exteriors of structures shall be completed and finished within eighteen (18) months after the date construction is started.
10. Temporary Structures. No trailers, quonset huts, Army yak huts or similar temporary structures shall be placed or erected upon any lot, nor shall a temporary building of any nature be constructed upon any lot. The main building on any lot shall be constructed or assembled on the lot and not moved thereon from elsewhere, except upon written permission of the undersigned.

11. Nuisances. No noxious or offensive things or activities shall be allowed or carried on upon any lot or within the subdivision, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to others in the neighborhood, including junk yards of any kind.

12. Inoperable Vehicles. No more than two inoperable vehicles, including cars and trucks, can be parked or stored on any lot.

13. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, provided they are not kept, bred or maintained for any commercial purposes and provided further that no more than two dogs of sled dog breed may be kept and all pets shall be restrained as necessary to prevent nuisance.

14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage and other waste shall be kept only in clean, sanitary and covered containers. Refuse shall be disposed of by transporting it out of the subdivision.

15. Sewage Disposal. Individual sewage disposal systems are to be located, constructed and maintained in strict accordance with governmental requirements. No part of a sub-surface sewage disposal system shall be closer than one hundred (100) feet from any body of water or water course.

16. Burn Piles. Burn piles containing stumps and debris shall be disposed of off the subdivision.

17. Fences, Hedges and Shrub Planting. No fence, hedge or shrub planting which obstructs sightlines 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 30-feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within 10-feet from the intersection at street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Speed Limits. Speed limits within the subdivision shall not exceed 15 miles per hour.

19. Modular Units. Modular units are permitted on lots only if they are 20-foot minimum width and contain a minimum of 864 square feet.

20. Without limiting any other covenant herein contained, Buyers shall not do or suffer to be done any supplying of labor or materials to the above described real property that could result in a lien for "original construction" under Alaska statutory or case law, without prior written consent of Developers/Sellers.

21. The mineral rights of record are hereby reserved for Developers/ Owners, their heirs, executors, and assigns, in perpetuity, this reservation being understood to include by its terms, oil, gas, and any other mineral on, in, and under the property conveyed.

22. Enforcement. These covenants may be enforced by proceedings in law or in equity to restrain or enjoin violation or to recover damages for violation against any person violating or attempting to violate any of the foregoing covenants.

