MISC BOOK 4

32

RESTRICTIONS AND RESERVATIONS.

THIS INDENTURE, Made this ___ day of August, 1959 between Ira L. Little & Odette A. Little, husband and wife of 37629 Sumac Ave., Palmdale, California, parties of the first part, and all purchasers of any real property located in the hereinafter described real estate, and to their heirs, executors, administrators and assigns, and to whom it may concern, parties of the second part;

W I T N E S S E T H:

That first parties are about to file with the office of the United States Commissioner and ex-Officio Recorder of the Kenai, Alaska Precinct a Subdivision Plat to be known as the LITTLE SUBDIVISION; That first parties, for and in consideration of the benefits that shall derive from the sale of portions of the said Subdivision, and for other good and valuable considerations hereby make the following, to-wit:

For the benefit of all purchasers of Lots in the LITTLE SUB-Division it is understood that the following shall be incorporated in all transfers of real estate in the Little Subdivision, either by incorporation or by reference the following, to-wit:

1. No residence or building may be erected on any lot of the Little subdivision and finished with Outside finish of tar paper or exterior insulation material or any other material that has a degrading effect. That no building erected shall be inhabited or used for business or otherwise until the exterior is completely finished.

2. There shall be no restriction as to size of buildings erected. There are no objections to multiple buildings on same lot. There shall be no more than one residence building on one lot.

3. It is understood ~~An~~ that there are hereby reserved easements for power lines and poles, telephone lines and poles and maintenance rights over and through all lots.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year hereinabove first written.

Ira L. Little (SEAL)

Odette A. Little (SEAL)
Odette A. Little

MISC Book 4

33

STATE OF CALIFORNIA }
} SS:
COUNTY OF [illegible] }

THIS IS TO CERTIFY that on this 7th day of August, 1959, before me, the undersigned, a Notary Public, in and for California, duly commissioned and sworn, personally appeared Ira L. Little and [illegible] L. Little, both known and known to me to be the identical individuals named in and who executed the above and foregoing instrument; they they each for himself and not one for the other acknowledge they signed same as their free act and deed and for the uses and purposes therein set forth. Seal

WITNESS My hand and official seal the day and year hereinabove last written.

[signature]
Notary Public
NOTARY PUBLIC [illegible] County
State of California.

My Com. Expires: [illegible] April 11 1960

4/2 4 00

[illegible] Filed for record [illegible] at [illegible] 33 [illegible] Recorded book XIII [illegible] Page 32 [illegible] Signature [illegible]
Y 35

60-574

6/157

SUPPLEMENTAL TO
RESTRICTIONS AND RESERVATIONS

(Original Restrictions and Reservations made and recorded at Commissioner's Office, Kenai, Alaska on September 7, 1959; M.Recorded Book IIII of Misc., P 32)

For the benefit of all purchasers of Lots No. 55 thru 76, and Lots 79 thru 104 in the LITTLE SUBDIVISION it is understood that the following shall be incorporated in all transfers of real estate in the LITTLE SUBDIVISION, either by incorporation or by reference the following, to-wit:

A. Cesspools and/or Septic tanks shall be at the rear of the lots. Water wells shall be at the front of the lots. Cesspools and/or Septic tanks must be at least 100 feet from any water well.

IN WITNESS WHEREOF we have hereunto set our hands and seals September 12 1960

Ira L. Little (SEAL)

Odette A. Little (SEAL)

STATE OF CALIFORNIA)ss:
COUNTY OF Los Angeles

THIS IS TO CERTIFY that on this 12th day of September, 1960, before me, the undersigned, a Notary Public, in and for California, duly commissioned and sworn, personally appeared Ira L. Little and Odette A. Little, both known and known to me to be the identical individuals named in and who executed the above and foregoing instrument; they each for himself and not one for the other acknowledge they signed same as their free act and deed and for the uses and purposes therein set forth.

WITNESS My hand and official seal the day and year hereinabove last written.

FILED
MAGISTRATE OFFICE
THIRD JUDICIAL DISTRICT
KENAI ALASKA
Date 9-23-60
Time 11:06 A
DEPUTY MAGISTRATE

Notary Public

County

State of California

My Com. Expires:

3/5

$2.75

Rec'd 6 Misc
Page 157

BUILDING AND USE RESTRICTIONS FOR LITTLE SUBDIVISION

Located within the North East one-quarter(N.E.1/4), Northwest one-quarter (N.W.1/4), section 32, Township 5 North, Range 10 West, Seward Meridian Kenai Recording District, State of Alaska

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lotother than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more thantwo (2) cars.
EXCEPTION! Blocks 5, 6, 7, may be used for the construction of multi-family dwellings.

DWELLING SIZE AND CONSTRUCTION

The minimum permitted dwelling size for the ground floor area of the main structure, exclusive of one (1) story open porches and garagesshall not be less than one thousand (1000) square feet. The exterior of the dwelling must be completed in one (1) year from the start of construction.

BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty (20) feet to the front lotline, or nearer than twenty (20) feet to any side street line and no building shall be located nearer than five (5) feet to any interior lot line. However, the total side yard dimensions at the front building line shall be not less than fifteen (15) feet. No side yard shall be required for a garage or other permitted accessory building located five (5) feet or more from the minimum building setback line.

EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be place or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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.

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 temporarily or permanently.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

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.

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 (25) 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 (10) feet from the intersection of a street propety line with the edge 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.

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 thirty (30) years from the date these covenants are recorded, after 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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.

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.

The foregoing restrictions and conditions for building and use in the named subdivision are hereby declared and adopted by the owner of the subdivision, and all easements created, granted and reserved are declared to be the act of the owner and all conditions on purchase and ownership of propety in the subdivision shall be deemed and considered as covenants running with the land.

We hereby certify that we are the owners of said property and it is intended that these covenants shall run with the title of this land.

Owner

Owner

BUILDING AND USE RESTRICTIONS FOR LITTLE SUBDIVISION Page III

STATE OF ALASKA

THIS IS to certify that on the 17 day of October 1977, before the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared Leonard H & Fern E ballard to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for Alaska. My commission expires 4-25-78.

77-008184
9-

RECORDED-FILED
KENAI REC.
DISTRICT

OCT 17 2 49 PM '77

REQUESTED BY Ballard

ADDRESS Box 1929, Soldotna

KENAI
Serial No. 65-4612

BOOK 119 PAGE 267
Kenai Recording District

K-2514

STATUTORY WARRANTY DEED

THE GRANTORS, IRA L. LITTLE and ODETTE A. LITTLE, husband and wife, of 1831 West Avenue L-12, Lancaster, California, for and in consideration of Ten Dollars and no/100 ($10.00) in lawful money of the United States of America, and other good and valuable considerations, convey and warrant to AUGUST F. REETZ, JR. and EILEEN M. REETZ, husband and wife, c/o Yukon Office Supply, Inc., Tenth and Gambell Streets, Anchorage, Alaska, the following described real estate:

> Lots 62, 63, 64, 65, 66, 67, 68, 69, 70, 90, 91, 92, and 93 of the LITTLE SUBDIVISION, situated in the Northeast One-quarter (NE¼) of the Northwest One-quarter (NW¼), Section 32, Township 5 North, Range 10 West, Seward Meridian, Alaska, as shown on Plat K-566, Kenai Recording District, reserving, none the less, unto the Grantors all gas, mineral and oil rights.

SUBJECT, however, to the rights and reservations in patent to said land expressed and the restrictions reflected on Plat K-566 above mentioned as follows:

(1) No residence or building may be erected on any lot of the Little Subdivision and finished with outside finish of tar paper or exterior insulation material or any other material that has a degrading effect. That no building erected shall be inhabited or used for business or otherwise until exterior is completely finished;

(2) There shall be no restriction as to size of buildings erected. There is no objection to multiple buildings on same lot. There shall be no more than one residence building on one lot;

(3) It is understood that there are hereby reserved easements for power lines and poles, telephone lines and poles and maintenance rights over and through all lots.

DATED this 22nd day of June, 1965.

Ira L. Little
IRA L. LITTLE

Odette A. Little
ODETTE A. LITTLE

STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On this the 22nd day of June, 1965, before me, the undersigned Notary Public in and for the State of California,

LAW OFFICES
HUGHES,
THORSNESS
& LOWE
LOUSSAC-BOGN BLDG.
PHONE 277-8723
ANCHORAGE,
ALASKA

BOOK [illegible] PAGE 368
Kenai Recording District

personally appeared IRA L. LITTLE and ODETTE A. LITTLE, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged, each for himself and not one for the other, that they executed the same for the purpose therein contained.

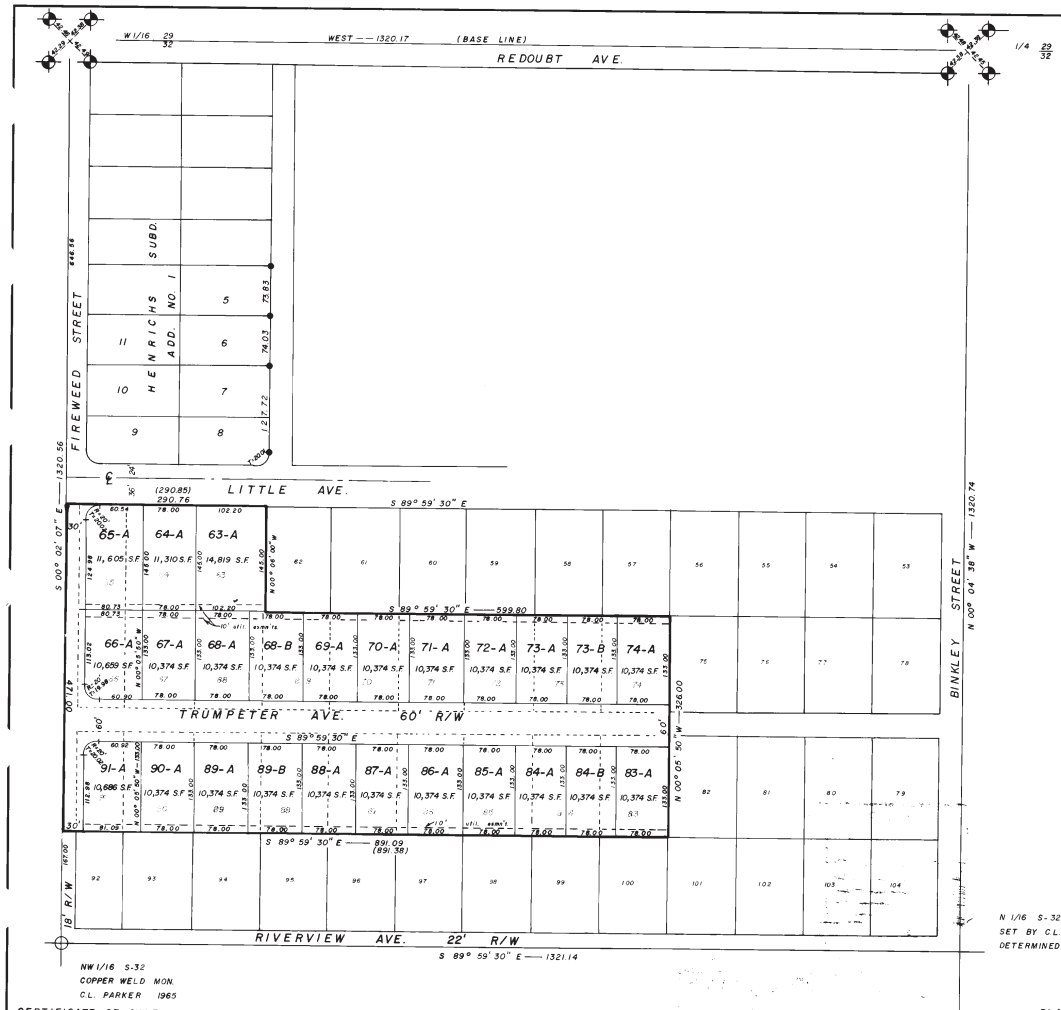
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

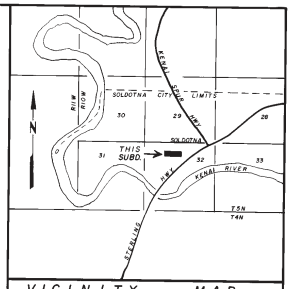
Melody Martin
Notary Public for California
My Commission Expires: 2-22-69

MELODY MARTIN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

RECORDED - FILED
[illegible] REC. DIST.
DATE 12/27/1968
TIME [illegible] M
Requested by
Address

LAW OFFICES
HUGHES,
THORSNESS
& LOWE
LOUSSAC-SOUN BLDG.
PHONE 277-[illegible]723
ANCHORAGE,
ALASKA





VICINITY MAP
SCALE 1" = 1 MILE

LEGEND AND NOTES

- Found 2" B.C. or 1" Al. cap (R.M.)
- Found 2" copperweld mon. (1965-C.L.P.)
- Found 5/8" rebar
- ⊥ Set 1/2" x 18" steel rebar at all lot corners

All bearings refer to the North boundary of Section 32 as West — GLO Datum

All lots are subject to a 20' bldg. setback along dedicated R/W's

COVENANT

Each of the lots in this subdivision shall be subject to assessments for improvements required by ordinance of the City of Soldotna when installed by the City of Soldotna.

No streets in this subdivision will be maintained, graded or plowed by the City of Soldotna until the roads are constructed to the minimum standards set forth by ordinances of the City of Soldotna.

77-50

RECORDED - FILED
Kenai REC. DIST.
DATE 4-29 1977
TIME 4:08 P.M.
Requested by Leonard Ballard
Address

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of said property and request the approval of this plat showing such easements for public utilities, roadways, and or streets dedicated by us for public use.

Leonard Ballard — owner - Box 1929, Soldotna, Ak. 99669

Fern E. Ballard — owner

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn before me this 28th day of April, 1977.

My commission expires 9-21-80.

Wendy A. Kitchens
notary public for Alaska

PLAT APPROVAL

This plat having been approved by the Kenai Peninsula Borough Planning Commission as recorded in the official minutes of the meeting of April 25, 1977, is hereby acknowledged and accepted as the official plat, subject to any and all conditions and requirements of ordinances and law appertaining thereto.

KENAI PENINSULA BOROUGH

By: [signature]

REPLAT OF LOTS 63 thru 74 & 83 thru 91 LITTLE SUBDIVISION

Leonard Ballard owner
Box 1929, Soldotna, AK. 99669

DESCRIPTION

LOTS 63 thru 74 & 83 thru 91 OF THE LITTLE SUBD. SITUATED IN THE NE 1/4 NW 1/4 SEC. 32 T5N, R10W S.M. AK. AND THE CITY OF SOLDOTNA CONTAINING 7.636 ACRES.

Surveyed by: McLane & Assoc. Soldotna, Alaska

Date of survey	SCALE	BK. NO.
3/25 — 4/1/77	1" = 100'	77-05