

PROTECTIVE COVENANTS AND RESTRICTIONS

ALASKA HEIGHTS SUBDIVISION  
PARTS ONE AND TWO

PART A: Preamble

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned are the owners of the properties comprising ALASKA HEIGHTS SUBDIVISION, PARTS ONE AND TWO, and

WHEREAS, the undersigned, in their desire to assure the continued development of ALASKA HEIGHTS SUBDIVISION, PARTS ONE AND TWO on a high level for the benefit of future property owners and the protection of property values herein, do desire to place on and against all real property within ALASKA HEIGHTS SUBDIVISION, PARTS ONE AND TWO certain protective covenants regarding the improvements 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 property located in ALASKA HEIGHTS SUBDIVISION, PARTS ONE AND TWO, the plats of which are recorded in the Kenai Recording District, Plats No. 78-84 & 78-85, filed on May 15, 1978.

PART B: Area of Application

B-1 FULLY PROTECTED RESIDENTIAL AREA - The covenants in Part C in their entirety shall apply to all of ALASKA HEIGHTS SUBDIVISION, PARTS ONE AND TWO, except as otherwise noted for those lots in Block Four (4).

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

No lot shall be used except for residential purposes, excluding those lots located in Block Four (4). No building shall be commenced, erected, altered, placed or maintained upon the property other than one detached single family dwelling not to exceed two stories in height (measured at ground level and not counting a basement or daylight basement) and a private garage for not more than three cars. Those lots located in Block Four (4), may be used for residential dwellings, multi-family units, or small commercial enterprises.

C-2 FENCES, ETC. No fence, wall hedge, or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum front building setback lines, unless the height is restricted to 4 feet or less on that portion between the street and the front setback line.

C-3 DWELLING COST, QUALITY, AND SIZE No residential dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based on the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein at the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than nine hundred sixty (960) square feet for a one story dwelling, no less than sixteen hundred (1,600) square feet for a dwelling of more than one story.

**C-4 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 provided; however, no building shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than fifteen (15) feet to any interior lot line, except that no side yard shall be required for an attached garage or other permitted accessory building located forty (40) feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, provided further that the owner of two or more adjoining lots may disregard the provision prohibiting building within fifteen (15) feet of an interior lot line of their adjoining lots. No building shall be located nearer than twenty (20) feet from the rear lot line or lake line.

**C-5 AUTOMOBILES** No vehicle may be abandoned or allowed to remain on any lot or street offsetting any lot for more than 7 days if it is not in good operating condition, and all vehicles used in connection with any lot must be licensed. No heavy equipment may be parked on any lot or street except during a time that it is working in the subdivision. No lot or street may be used for the storage of any equipment, material or merchandise used or to be sold in a trade or business with the exception of those lots in Block Four (4)

**C-6 CLEARING** To insure natural growth screening and esthetics between dwelling structures, no lot shall be clear-cut of mature trees more than fifty percent (50%) of the total lot area except that trees may be thinned and undergrowth cleared.

**C-7 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-8 ANIMALS** No animals, sled dogs, livestock, poultry, or horses of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other normal household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All permitted pets shall be confined to their owner's control at all times.

**C-9 RE-SUBDIVISION** The area of a lot shall not be reduced in size by re-subdivision, except that owners of three continuous lots may divide the inner or middle lot in such a way as to increase the size of the two remaining outside lots, which remaining lots shall then be treated for all purposes pertinent to the building and use restrictions herein as enlarged single lots.

**C-10 EASEMENTS** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

**C-11 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. Motorized pleasure craft and aircraft are prohibited from operating on Barabara Lake.

**C-12 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. The exterior of all homes shall be completed prior to occupancy.

**C-13 CONSTRUCTION** All houses must be enclosed and exteriors finished within 12 months of the time of the beginning of construction; except that this deadline may be extended to coincide with the normal building season.

**C-14 SIGNS** No signs of any kind shall be displayed to the public vision on any lot except one professional sign of not more than three feet square, one sign of not more than five feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Commercial enterprises constructed on lots in Block Four (4), are exempted from this covenant.

**C-15 OIL AND MINING OPERATIONS** No oil drilling, oil development operations, oil refining, quarry or mining operations or any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on 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.

**C-16 GARBAGE AND REFUSE DISPOSAL** No lot or dedicated Right-of-Way shall be used or maintained as a dumping ground for rubbish. Trash, garbage and 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-17 SIGHT DISTANCE** No trees, hedge, shrub, wall, fence or any obstruction of any kind shall be planted, placed, or permitted to remain within such distance of intersections as to unreasonably obstruct sight lines of streets or intersections.

**C-18 GRAVEL** No removal of sand or gravel from dedicated Right-of-Ways shall be permitted.

**C-19 DRAINAGE** All driveways and walkways from streets shall conform with the natural drainage and shall be culverted when necessary. Any alteration of the natural drainage shall become the responsibility of the party changing the natural grades, and he shall make all necessary provisions for the proper water runoff.

**C-20 WATER** Every purchaser, his heirs, devisees, assignees, and successors in interest to the ownership of a lot in the subdivision shall install a water well and an individual water system located and installed in accordance with the requirements, standards and recommendations of the State of Alaska Department of Health, and approval of each such well and system as installed shall be obtained from such authority.

**PART D: General Provisions:**

**D-1 ENFORCEMENT** Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. A failure by any owner to enforce any of the same shall in no event be deemed a waiver of his right to do so thereafter.

**D-2 SEVERABILITY** The invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

**D-3 AMENDMENT** The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90% of the lot owners and thereafter by an instrument signed by not less than 75% of the lot owners. Any amendment must be recorded.

D-4 CANCELLATION OF PREVIOUSLY FILED COVENANTS By the signing of this declaration, the declarants do hereby cancel and cause to have no further effect any prior covenants or restrictions recorded with respect to the real property described above.

IN WITNESS WHEREOF, the undersigned, being the declarants herein, have hereunto executed this declaration this 1st day of June, 1978.

  
R. Brent Ulmer

  
Sharon A. Ulmer

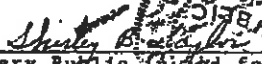
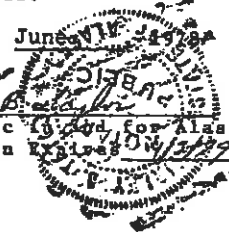
  
Ronald W. Ellstrom

  
Shirley J. Ellstrom

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

This is to certify that on the 1st day of June, 1978, before me, the undersigned, a Notary Public in and for Alaska, personally appeared R. Brent Ulmer, Sharon A. Ulmer, Ronald W. Ellstrom and Shirley J. Ellstrom, to me known and known to me to be the individuals named in the foregoing instrument, and acknowledged to me that they had executed the foregoing instrument as their free act and deed for the uses and purposes therein stated.

Witness my hand and notarial seal this 1st day of June, 1978.

  
Notary Public in and for Alaska  
My Commission Expires 10/1/79  


78-004272

RECORDED-FILED  
NOTARY REC.  
DISTRICT

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RECEIVED BY \_\_\_\_\_  
ADDRESS \_\_\_\_\_

Return to:  
Brent Ulmer  
c/o NBA 84309  
Soldotna