

K-32269-13

PROTECTIVE COVENANTS AND CONDITIONS FOR BOOK 0244 PAGE 986
LOTS 1-9, BLOCK 2, BIRCH HOLLOW SUBDIVISION,
PART 7, ACCORDING TO PLAT NUMBER 84-161,
KENAI RECORDING DISTRICT, STATE OF ALASKA.

1. No lot shall be used or maintained as a dumping or burial ground for rubbish, junk cars, trash, garbage, scrap or other waste. All incinerators or other equipment for the storage or disposal of household wastes shall be in a clean and sanitary condition.
2. 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.
3. 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.
4. No automobile, truck, trailer or vehicle of any kind shall be allowed to remain on any lot, within the public view, if the same is in such bad condition and repair, as to make it unsightly, and such that it unreasonably detracts from the neat appearance of any lot.
5. No mobile home unit may be placed on any lot.
6. No building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 15 feet to any side lot line or nearer than 30 feet to any rear lot line.
7. All buildings shall have their exteriors completed and painted.
8. The clearing of trees or other alteration of the property shall be kept to a minimum for ecology reasons so as not to cause erosion and to maintain the natural beauty of the land. Effort shall be made to leave a buffer strip of trees between property owners and along front property lines.

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 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. Such actions may be brought by any lot owner or other holder of a real interest.

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.

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

N. J. Poppin

Owner

Georgia L. Poppin

When Recorded Return to:

Georgia L. Poppin
P.O. Box 796

Soldotna, Alaska 99669

INDIVIDUAL ACKNOWLEDGEMENT

BOOK 0244 PAGE 987

CITY OF KENAI
STATE OF ALASKA

On this 29th day of August, 1984, before me N.J. Poppin and Georgia L. Poppin, to me known to be the individuals described in and who executed the foregoing instrument and acknowledge that they executed the same.

Mary Nell Vest
Notary Public in and for the
State of Alaska
My Commission Expires
STATE OF ALASKA
NOTARY PUBLIC
MARY NELL VEST
My Commission Expires 12-16-84

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~~RECORDED FILED~~
KENAI REC.
DISTRICT

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REQUESTED BY ATG
ADDRESS _____

ADDENDUM TO
PROTECTIVE COVENANTS AND CONDITIONS FOR
LOTS 1-9, BLOCK 2, BIRCH HOLLOW SUBDIVISION,
PART 7, ACCORDING TO PLAT NO. 84-161,
KENAI RECORDING DISTRICT, STATE OF ALASKA
Recorded in Book 244, at Page 986

K-34996-007

- 9. The area of lots herein described shall not be reduced in size by subdivision.
- 10. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain for dwelling purposes on any lot other than one detached single family dwelling.
- 11. The minimum permitted dwelling size, exclusive of open porches or garages, shall not be less than one thousand (1,000) square feet. The exterior of the dwelling must be completed within one (1) year from the start of construction.
- 12. All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouse or above ground disposal system shall be permitted on any lot. Each owner will follow Alaska Department of Environmental Conservation regulations concerning wells and septic systems.
- 13. No animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided not more than two dogs are maintained. Sled teams are specifically prohibited.

N. J. Poppin
N. J. Poppin

Georgia L. Poppin
Georgia L. Poppin

STATE OF HAWAII)
County of Kauai)

On this 2nd day of April, 1986, before me personally appeared N. J. Poppin and Georgia L. Poppin, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



J. Kawamura
Notary Public, Fifth Judicial
Circuit, State of Hawaii
My Commission Expires: 11-11-86

After recording please return to:
N.J. Poppin
Box 3450
Princeville, HI 96722

86- 003769
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RECORDED FILED
KENAI REC.
DISTRICT

APR 11 9 21 AM '86
REQUESTED BY [Signature]
ADDRESS _____