

BROWN'S LAKEVIEW SUBDIVISION
COVENANTS-RESTRICTIONS-USE OF LAND
BUILDING RESTRICTIONS

K-15696

THE PURPOSE of these restrictions is to insure the use of the property for attractive residential and recreational purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community development, and thereby to secure to each site owner the full benefit of his home with no greater restrictions upon the free and undisturbed usage of his site than is necessary to insure the same advantage to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted. These covenants and restrictions shall apply to the following described real property, to-wit:

Lots One (1) through Eight (8), inclusive, Block One (1), and Lots One (1), One A (1 A), and Lots Two (2) through Twenty (20), inclusive, Block Two (2), BROWN'S LAKEVIEW SUBDIVISION, according to the official map and plat thereof on file in the office of the Kenai Recording District, Third Judicial District, State of Alaska.

Aug-6th + E

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. Nor may any lot be resubdivided for a period of five years from the date of the recording of these covenants. No building shall be created, altered, placed or permitted to remain on any lot to be at least 400 square feet in size and with a minimum current market value of at least \$10,000.00; EXCEPTING for Lot 1, Block 1, and Lots 13, 19, and 20, Block 2, which are reserved and may be used for commercial use.
2. ELECTRICAL UTILITIES: All electrical utilities, transmission lines, distribution lines, etc., within the subdivision shall be buried, save as are necessary to run necessary services to individual lots.
3. NUISANCES: No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. TEMPORARY STRUCTURES: No structure of a temporary character including, but not limited to, a tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence either temporarily or permanently. Mobile homes may be permitted for a period not to exceed 24 months upon any lot while an individual lot owner is constructing a permanent residence.
5. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats, or other animals considered to be pets provided that they are not kept for any commercial purpose. Pets shall include horses provided that there are no more than 2 horses and further provided that they are used solely by the individual lot owner, his guests and invitees, for pleasure and recreational purposes.
6. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk automobiles, or other refuse of an unsightly manner. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- 7. **SEWAGE DISPOSAL:** All private sewage disposal units, such as septic tanks and/or cesspools, shall be installed in compliance with such regulations as are in effect at the time of installation of such system.
- 8. **WATER:** Each lot owner may construct private wells or individual water systems and same shall be in compliance with all regulations in effect at the time of such installation.
- 9. **SEVERABILITY:** Invalidation of any one of these covenants by judgment of Court Order shall not affect any of the other provisions which shall remain in full force and effect.
- 10. **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.
- 11. **TERM:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

IN WITNESS WHEREOF, the undersigned property owner--
declarant, has hereunto set his hand and seal this 21 day
of September 1977.

Marshall K. Coryell
MARSHALL K. CORYELL

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on this 21st day of September,
1977, before me, the undersigned Notary Public in and for Alaska,
personally appeared MARSHALL K. CORYELL, known to me to be the
person named in the foregoing instrument, and acknowledged to
me that he executed the same freely and voluntarily for the uses
and purposes therein contained.

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

Theresa J. [Signature]
Notary Public in and for Alaska
My commission expires: 8-5-80

77-007431

RECORDED-FILED
KENAI REC.
DISTRICT

SEP 26 1 23 PM '77

REQUESTED BY [Signature]
ADDRESS _____

Return To Alaska Title Guaranty Co.
500 Sixth Avenue
Anchorage, Alaska 99501
Escrow No. _____ Attn: [Signature]