

PLAT 25-69

I PROTECTIVE COVENANTS

1. 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 lot other than one (1) dwelling, not to exceed above ground levels or 25' in height, and not to provide for more than two (2) single family units. Accessory buildings, such as garages or other buildings customarily adjunctory to a place of residence, shall be of a permanent nature, and of harmonious design and appearance with each other, and with the dwelling house.

2. DWELLING SIZE, QUALITY, AND COST. The minimum permitted dwelling size for this subdivision shall be 1,000 square feet, exclusive of basement, decks, garages, and open porches. The exterior of said dwelling shall be completed within two (2) years after the beginning of construction, and finished with an acceptable, recognized, permanent finish material. Accessory buildings shall also be finished in the same manner as the exterior within two (2) years after the beginning of construction. All dwellings shall be constructed and designed to assure conformance to minimum standards of the Federal Housing Administration and local building code requirements as of the year of construction.

3. BUILDING LOCATION.

- (A) No building or portion thereof, including water wells, septic tanks, seepage pits, or leach fields shall be located on any lot nearer than thirty-five (35) feet to any lot line.
- (B) For the purpose of this covenant, eaves, steps, and open Porches shall be considered as a part of a building.

4. EASEMENTS AND DEDICATED LAND. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. 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.

5. NUISANCES. No noxious or offensive activity, including, but not limited to, noise disturbances caused by recreational or non-recreational motorized vehicles shall be carried on upon any lot or subdivision road, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Specifically, a) the parking of commercial vehicles or the use of land for the storing of vehicles, machinery surplus equipment, scrap or any other items not directly connected with the use of the land for strictly residential purposes is specifically declared to be a nuisance within the meaning and intent hereof; b) The collection and keeping of non-operating motor vehicles and other non-operating machinery of any other type is prohibited. c) the parking of vehicles, storage of coal, wood, or any other material on subdivision roadways is strictly prohibited.

6. TEMPORARY STRUCTURES.

- (a) Mobile Homes may only be used during construction of permanent structures for a 2 year period.
- (b) Camp Trailers and motor homes may be used as weekend and vacation homes if owner keeps them well maintained.
- (c) Buildings constructed or placed on these lots shall not utilize tar paper, roofing paper, celetex, new wood or similar materials as siding.
- (d) Basement dwellings and quonset huts are prohibited. Outbuildings, including greenhouses, storage sheds, etc., shall be constructed in a permanent manner, properly finished.

7. 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 (6) square feet advertising the property for sale or rent, signs used by a builder or developer to advertise the property during the construction and sales period, and the permanent subdivision sign.
8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Dogs, cats or other household pets may be kept provided they shall not be allowed to constitute a nuisance.
9. GARABAGE AND REFUSE DISPOSAL. No lot, nor any part thereof shall be used as a dumping or storage ground for refuse or rubbish of any kind whatsoever. Trash, garabage and other waste shall be kept in sanitary containers. Containers and equipment used for the storage or disposal of refuse shall be maintained in a clean and sanitary condition, accordance with the regulations of the Alaska Department of Health.
10. MINERAL RIGHTS ARE NOT INCLUDED.
11. CLEARING AND BURNING. Bulldozers and or other heavy equipment may be used to clear driveways and dwelling sites only. To preserve the natural environment, clearing or thinning of other trees or brush on property shall be hand cleared; machete, axe, hand or power saw. Burning will be permitted only in cleared areas a minimum of fifty (50) feet from the nearest tree, and on days without any wind; fires shall not be left unattended at any time. No burning shall be allowed until written permission is obtained from the appropriate State and Federal agencies. Any slash, stumps, berm piles, and surface debris created by clearing operations are to be burned or removed from the subdivision so as not to be offensive to adjacent propety owners or the general public. All cleared or exposed soil surface disturbed by construction or landscaping activity is to be reseeded to provide a suitable ground cover that will prevent soil erosion.
12. DRAINAGE DITCHES AND CULVERTS. No obstruction shall be placed in drainage ditches adjoining any lot. Metal culverts of a diameter of not less than twelve (12) (12) inches, or as required by the Division of Highways, shall be placed under driveway leading from roads or streets onto said lot, to avoid obstruction of said ditch

- 13. SUBDIVISION. No lot may be further subdivided.
- 14. WATER SUPPLY AND SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Alaska Department of Conservation (D.E.C.) Approval of such systems as installed shall be obtained from such authority.
- 15. Storage Tanks. All storage tanks for oil, gas and diesel oil will be stored in underground tanks installed in accordance with the regulations of the State of Alaska Fire Marshall.
- 16. CONSENT TO PARTICIPATE IN COST OF SUBDIVISION IMPROVEMENT. All owners of lots in this subdivision shall be obligated to pay their pro-rated share of the cost of any general subdivision improvement at any time that the then recorded owners of a majority of the lots shall, through written and recorded document, agree to install said improvements and pay their pro-rata share.

II. GENERAL PROVISIONS

- 1. 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 Twenty-five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.
- 2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- 3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Clarence E. Herman
Owner

7-11-85
Date.

Cecilia J. Herman
Owner

7-11-85
Date.

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 11th day of July 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn personally appeared Clarence E. Herman & Cecilia J. Herman to me known and known to me to be the identical individual named in and who executed the foregoing BUD'S ACRES SUBDIVISION Covenants, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes there-in mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last here in above written.

Marion A. Hyland
Notary Public in and for Alaska.
My commission expires: 2/24/86

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RECORDED - ~~FILED~~
HOMER RECORDING
DISTRICT

JUL 12 12 58 PM '85

REQUESTED BY C. E. Herman

ADDRESS Box 13
Nunilchik, Ak.

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