

HOLIDAY PARK ESTATES SUBDIVISION
Covenants and Restrictions to all lots.

1. PREAMBLE

The purpose of these covenants is to assure that property owners will be fully protected from poor quality surroundings and that they will be assured of pleasant, sanitary, and safe sites to erect and maintain their homes or structures. These covenants will be in effect from the date of record of Holiday Park Estates Subdivision.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential or recreational purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and accessory non-trade or business buildings.

3. CONSTRUCTION AND BUILDING

No building or structure shall be constructed within 10 feet of any property line or boundary, or within 20 feet of a roadway. All exterior construction must be completed within two (2) years from date of construction start. Finish, shall include painting or finish work. No tar paper or similar finish is permitted. Mobile homes are permitted. Mobile homes must be skirted and finished. A minimum 10' X 10' finished storage structure must be provided for each mobile home.

4. RESPONSIBILITY OF OWNERSHIP

All maintenance and cost of maintenance of subdivision improvements, plus real estate taxes are to be the responsibility of the lot owners. Each lot owner will be responsible for providing water and sewage treatment to his lot.

5. RESUBDIVISION

The area of the lots herein described shall not be reduced in size by resubdivision.

6. NUISANCES

No junk yards, commercial gravel pits, commercial dog kennels, dog breeding business, harness dog teams, commercial stables or other noxious or offensive activity shall be permitted on any lot. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers.

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7. GENERAL PROVISIONS

These covenants and general provisions are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of a majority of lots or record has been recorded, agreeing to change said covenants and/or general provisions in whole or part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant wither to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

By John A. Todd, Jr.
JOHN A. Todd, Jr. Owner

By Neal A. Hausam
Neal A. Hausam, Owner

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21 day of August 1975, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared JOHN A. TODD, JR. AND NEAL A. HAUSAM, known to me and known to be the individual who executed the foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

75-4145

RECORDED - FILED
<u>Kenai</u> REC. DIST.
DATE <u>8/21</u> 19 <u>75</u>
TIME <u>12:54 P</u>
BY <u>Hausam</u>
<u>204 Bennett</u>
<u>Anch-99524</u>

Patricia D. ...
Notary Public in and for Alaska,
My Commission Expires: 2-29-78