

BUILDING AND USE RESTRICTIONS FOR LOTS ONE THRU TWELVE-SEA WATCH
ESTATES SUBDIVISION (PLAT NO. 83-48)

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 detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than two (2) cars.

DWELLING SIZE AND CONSTRUCTION

The minimum permitted dwelling size for the ground floor area of the main structure, exclusive of one (1) story open porches and garages shall not be less than nine hundred (900) square feet. The exterior of the dwelling must be completed in one (1) year from the start of construction.

BUILDING LOCATION

No building shall be located on any lot nearer than twenty (20) feet to the front lot line, and no building shall be located nearer than ten (10) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located five (5) feet or more from the minimum building set-back line. No building shall be constructed within fifty (50) feet of the bluff line.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities 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, or which may change the direction of flow of drainage channels in the easements. 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.

NUISANCE

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.

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 temporarily or permanently.

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 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.

SELECTIVE CLEARING OF LOTS

Clearing on all lots shall be selective and not cover more than fifty (50%) percent of the gross lot area, with the remaining area left in its natural state.

RE-SUBDIVISION

The area of lots herein described shall not be reduced in size by re-subdivision. This included continuous lots of which a single lot may not be increased or decreased in area, width, and/or length at the expense of the adjoining lots.

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Unit 10 Box 9162 Arns

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

TERMS

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.

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. The foregoing restrictions and conditions for building and use in the named subdivision are hereby declared and adopted by the owner of the subdivision, and all easements created, granted and reserved are declared to be the act of the owner and all conditions on purchase and ownership of property in the subdivision shall be deemed and considered as covenants running with the land.

Date: March 21, 1983

Forest C. Nelson

UNITED STATES OF AMERICA)
STATE OF ALASKA) ss.

THIS IS TO CERTIFY that on this 21st day of March, 1983, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Forest C. Nelson

to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that HE signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Reverly J. Kirchoff

Notary Public in and for the State of Alaska residing at Box 4162 - Kenai, Alaska 99611

My commission expires: OCT. 12, 1986

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RECORDED-FREED
KENAI REC.
DISTRICT

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REGUL. Offg
ADDRESS 15031

