

COVENANTS AND RESTRICTIONS
OF
NATALIE WOODS SUBDIVISION
HOMER, ALASKA

The purpose of these covenants is to assure the property owners of Natalie Woods Subdivision will be protected from a poor quality of surroundings; will have sanitary and safe building sites.

1. PROPERTY DESCRIPTION: The following covenants and restrictions shall be in effect in Natalie Woods Subdivision, recorded under Homer Plat Number 80-103, Homer Recording District, Third Judicial District, State of Alaska and apply to all lots contained therein.

2. LAND USE AND BUILDING TYPE: The property herein described is being developed primarily as a recreational-residential subdivision and any development or use for purposes other than those permitted herein is expressly prohibited.

A. Re-subdivision of a lot or lots is permitted within the requirement of the appropriate public authority, provided that every lot resulting from re-subdivision shall be one acre or larger in size.

B. No building or structure located or erected upon the property involved herein shall exceed twenty (20) feet in height above the highest elevation on said lot unless said building or structure is situated such that it does not block or impair the view of any other lot in the subdivision. No building shall be located on any lot nearer than twenty (20) feet to any lot line.

C. There shall be no storage or retention of partially dismantled vehicles, junked or abandoned vehicles on the property described herein. Equipment, tools and belongings not stored within a building shall be screened from view by appropriate fencing or natural growth.

D. A lot and buildings erected shall not be primarily used for commercial purposes. Small, at home businesses are acceptable; however, outside signs will not be allowed.

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E. No trailer, camper, utility trailer, tent, boat or recreational vehicle shall be used for living purposes upon the property except during a period of actively building a structure, not to exceed two years. However, any of the above items can be stored on the property provided they are placed so as not to create an unsightly appearance or detract from other residences view.

3. WORKMANSHIP: In order to assure that all dwellings are of good quality, workmanship and material, all homes shall meet the minimum United States Housing and Urban Development property and building standards. The ground floor area of any main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a primary residence.

4. NUISANCES: No noxious or offensive activity shall be conducted upon any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to other property owners of this subdivision.

5. LIVESTOCK AND POULTRY: No animals or livestock of any kind shall be raised, bred or kept on any lot, other than dogs, cats, or other common household pets, or horses, providing they are not kept, bred or maintained for commercial purposes.

6. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping area. Rubbish, trash, garbage or other waste shall only be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is installed, located and constructed in accordance with the requirements of the Alaska Department of Health.

8. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is installed, constructed and located in accordance with the requirements of the Alaska Department of Environmental Conservation or its successors.

9. UTILITIES: Electric and telephone utilities shall be installed underground unless determined unfeasible by the utility companies installing such service.
10. DURATION: These conditions, covenants and restrictions shall run with the land involved herein and shall be binding on all owners of lots of this subdivision and on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time these covenants shall automatically be extended for successive periods of ten years unless an instrument revoking or modifying these covenants is signed by a majority of the current owners, agreeing to revoke or modify these covenants in whole or in part.
11. SUBORDINATION OF COVENANTS: These covenants shall be subordinate to existing or subsequent laws or regulations of the Kenai Peninsula Borough, the State of Alaska and any other governmental authority having the required jurisdiction.
12. ENFORCEMENT: Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any condition, covenant or restriction, contained herein, seeking an order restraining such violation or to recover damages for such violation.
13. SEVERABILITY: If any of the conditions, covenants or restrictions contained herein shall be held invalid by judgement or court order, all other conditions, covenants and restrictions not so invalidated shall remain in full force and effect.
14. SPECIFIC PERFORMANCE-ATTORNEYS FEES: Except as otherwise provided herein, the terms and provisions hereof shall insure to the benefit and be binding upon the heirs, personal representatives, successors and assignees of the parties hereto. In addition to and not in lieu of any rights and remedies involved herein, and which may be otherwise available to a party in case of a breach or default of the terms, covenants, restrictions and conditions of this instrument, the remedy of specific performance shall be available, to such non-defaulting

owner and if it is appropriate for the non-defaulting owner to engage the services of an attorney to enforce his rights and remedies, the defaulting owner shall pay unto the non-defaulting owner all costs and expenses resulting from such default, foregoing the actual attorneys fees incurred by the non-defaulting party.

15. BENEFIT-GOOD FAITH COOPERATION: These conditions, covenants and restrictions shall be binding upon all owners of the lots involved herein and shall be binding upon and insure to the benefit of the Heirs, assignees, personal representatives and successors of owners. The principles of good faith shall govern the conditions, covenants and restrictions in all respects and all owners shall fully cooperate and do all things necessary and appropriate to the accomplishment of the purposes, terms and objectives contained herein.

16. GOVERNMENT REGULATIONS: Each owner herein, at his sole cost and expense, shall comply with all of the requirements of all local, State, Federal and other applicable government authorities, now in force, or which may hereafter be in force, pertaining to his lot involved herein, and shall faithfully observe in the use of his premises all local, State, Federal statutes and ordinances now in force or which may hereafter be in force. Notwithstanding the foregoing, owner shall have the right to contest such rules, regular ordinances and statues if this is done in good faith.

Sylvia Kay (Po) Dutton
Sylvia Kay (Po) Dutton
11/2/81
Date

Gerald W. Pope
Gerald W. Pope
11-3-81
Date

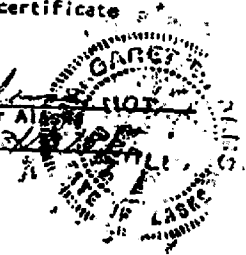
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of November, 1981, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared SYLVIA KAY (POPE) DUTTON, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that she signed and sealed 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.

Margaret E. Adams
Notary Public in and for Alaska
My commission expires: 3/30/85

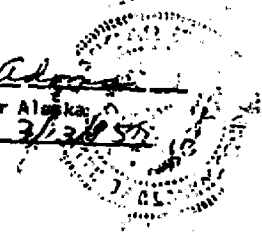


STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 3rd day of November, 1981, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared GERALD W. POPE, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed and sealed 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.

Margaret E. Adams
Notary Public in and for Alaska
My commission expires: 3/30/85



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RECORDED-~~FILED~~
HOMER RECORDING
DISTRICT

Nov 9 9 25 AM '81

REQUESTED BY *Janet K. Jensen*

ADDRESS Box 634
Homer, Ak. 99603