

K-32712

COVENANTS AND RESTRICTIONS
FOR LUPINE SUBDIVISION

PREAMBLE:

The purpose of these covenants is to assure property owners within Lupine Subdivision of a pleasant and sanitary neighborhood in which to live and build their homes.

1. Land Use and Building Type:

The property in Lupine Subdivision shall not be used for any purpose other than the construction of residential or recreational dwellings. No more than two families may reside on any lot. No commercial activities shall be permitted. Neither will there be permitted any conduct, enterprises or usage that may create a nuisance, be unlawful or detrimental to the peace, dignity or value of the lot or any other lots in said Subdivision. It is further understood that the keeping of partially dismantled vehicles, junked cars, or unused equipment or building materials on the premises is prohibited unless such vehicles are being used for transportation. No lot shall be more than 50% cleared. Nor shall any lot be used for a gravel source.

It is the intention and purpose of these covenants to assure that all dwellings are of good quality workmanship and materials. Structures whether recreational or residential shall be constructed in keeping with the uniform building code.

2. Building Location:

No building shall be located on any lot nearer than twenty (20) feet to any property line.

3. Nuisances:

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.

4. Temporary Structures:

In order to enable the lot owner to build a permanent structure on his or her lot, the lot owner may utilize for living purposes temporary or interim structures. However, any such trailers used for such residential purpose shall be removed after a period of one (1) year (12 months). No lot may be used as a trailer park or court. This shall not prohibit a lot owner from using his or her lot during the summer months or a trailer for recreational or living purposes during the summer months.

In the event that a lot purchaser finds that he has difficulty constructing a residence on his or her lot within a period of one (1) year (12 months) after the commencement of a temporary structure for living purposes, the one (1) year (12 months) period may be extended for an additional six (6) month period by a majority of the Subdivision owners. The exterior of any structure must be completed within one year of the start of construction.

5. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except 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.

6. Water Supply:

Any individual water supply system shall be installed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

7. Sewage Disposal:

No individual sewage disposal system shall be permitted on any lot within thirty (30) foot of an adjoining lot boundary line, nor shall such system be installed unless it is installed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

8. Pets and Animals:

No more than two dogs shall be allowed. The keeping of domestic pets shall be allowed; however, the raising of animals for commercial purposes shall be prohibited.

9. General Provisions:

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 those covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that these covenants shall be subordinate to existing or subsequent laws or regulations of the Kenai Peninsula Borough or any other authority.

10. Enforcement:

Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant by a suit or restrain violation and to recover damage.

11. Severability:

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.

12. Attorney's Fees and Court Costs:

In the event that a suit is brought to enforce the covenants and restrictions either in equity or for damages based upon the violation of the covenants and restrictions, plaintiff shall be entitled to recover plaintiff's actual attorney's fees and court costs incurred.

DATED this 30th day of November, 1984

By: Douglas A. Keating
Douglas A. Keating

By: Joyce M. Keating
Joyce M. Keating

By: Kenneth C. Grimes
Kenneth C. Grimes

By: Emilie C. Grimes
Emilie C. Grimes

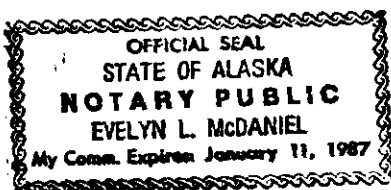
STATE OF ALASKA

Third JUDICIAL DISTRICT }

On this 30th day of November, A.D. 19 84, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn personally appeared Kenneth C. Grimes and Emilie C. Grimes described in and who executed the foregoing instrument, and to me known to be the individuals acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Evelyn L. McDaniel
Notary Public in and for the State of Alaska
My commission expires:



(Acknowledgement by Individual.)

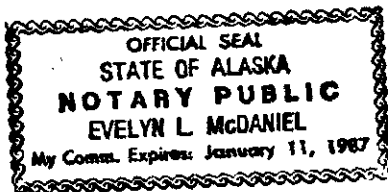
STATE OF ALASKA

JUDICIAL DISTRICT }

On this 30th day of November, A.D. 19 84, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn personally appeared Douglas A. Keating and Joyce Keating described in and who executed the foregoing instrument, and to me known to be the individuals acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Evelyn L. McDaniel
Notary Public in and for the State of Alaska
My commission expires:



(Acknowledgement by Individual.)

84-015857

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KENAI REC.
DISTRICT

DEC 17 2 39 PM '84

REQUESTED BY ATG

ADDRESS _____