

PROTECTIVE COVENANTS AND RESTRICTIONS

TORDRILLO VIEW ESTATES SUBDIVISION

1. No building shall be located on any lot nearer than 20 feet to any dedicated right of way.
2. Vehicles which are inoperative may not be located on the premises for a period of more than one (1) month.
3. Trash, garbage, and other waste shall not be kept except in sanitary containers.
4. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five feet square, except signs advertising the property for sale or rent, or signs advertising the builder while the house is under construction.
5. All improvements are to be on a permanent foundation and must comply with the uniform building code. The exterior of any improvement must be completed within one year from the date of start of construction.
6. No mobile home or trailer shall be placed on any lot for either permanent or temporary living purposes.
7. No fence or wall shall be erected or placed on any lot which impedes the natural view of any mountains by any adjacent owner.
8. All well and septic systems must be in compliance with applicable laws and regulations at time of installation.
9. No livestock of any kind will be raised, bred, or kept, except dogs, cats, or other household pets may be kept provided that they are not kept for commercial purposes, and provided that no more than two dogs are maintained. All dogs shall be restrained when necessary to prevent nuisances. Two horses, which may not be stabled within 25 feet of any lot line, may be kept.
10. Residential structures shall be at least 900 square feet, exclusive of garage, if a single story building; and 1,800 square feet if a two-story building.
11. No more than two families may reside on any lot.
12. These covenants and general provisions are to run with the land and shall be binding on all parties and all persons claiming under unless an instrument signed by the owners of seventy-five per cent of the lots has been recorded agreeing to change covenants and/or general provisions in all or in part.
13. 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 and such actions may be brought by the owner or owners of record of any lot in the subdivision.
14. The invalidation of any 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.
15. No manufacturing or industrial enterprises shall be carried on upon any lot in this subdivision, nor shall any lot be used for any commercial activity except certain "in-home" activities which comply with the remainder of the covenants.

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16. The lot owner(s) herein agree to share road maintenance and snow-plowing costs on a per lot basis, that is, the costs of said maintenance and plowing shall be divided by the number of lots in the subdivision, that are being used for residential purposes.

Dennis D. Laxton

D. D. Laxton
P. O. Box 3226
Kenai, AK 99611

James R. Heilala

James R. Heilala
P. O. Box 2228
Soldotna, AK 99669

James W. Schroeder

James W. Schroeder
P. O. Box 2541
Kenai, AK 99611

Larrie O. Woods

Larrie O. Woods
P. O. Box 966
Soldotna, AK 99669

Personally appeared before me the
above named, James R. Heilala, James
W. Schroeder & Larrie O. Woods who
executed the foregoing instrument, and
acknowledged to me that they executed
the same as their free will.

Richard K. Blom
Notary Public
my commission expires
10/28/80

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 21ST day of February, 1980, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared Dennis D. Laxton, known to me to the person named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein contained.

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

80-001429
1100

RECORDED-FILED
KENAI REC.
DISTRICT

MAR 14 12 32 PM '80

REQUISITED BY Reg

ADDRESS _____

Richard K. Blom
Notary Public, State of Alaska
My commission expires: 10-28-80