

PROTECTIVE COVENANTS

FOR

LEN-MAR PARK

PART A. PREAMBLE

On this 12th day of October, 1978, for the purpose of protecting the property shown as LEN-MAR PARK Subdivision.

The owner does hereby restrict the use of the property to the following uses:

PART B: AREA OF APPLICATION

B-1 Land use and building type.

No lot shall be used except for single family residential purposes except the following-described lots upon which a duplex (two-family residence) may be built:

<u>Block</u>	<u>Lots</u>
2	5,6,15,16
3	1,9,10,18
4	1,15
5	1,4
6	1,12,13,24
7	1,12,13,24
8	7,8,24
9	1,15
10	1,15,16,30
11	1,10,11,30

B-2 Dwelling Cost, Quality and Size

No single family dwelling shall be permitted on any lot at a cost of less than \$35,000.00 exclusive of the cost of the lot, based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date which these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. In the case of a single family dwelling, the ground floor

area of the main structure, exclusive of open porches and garages, shall be not less than 1,000 square feet for one-story dwellings, nor less than 900 square feet for a dwelling of more than one story.

In the case of a duplex, the minimum dwelling cost and ground floor area shall be two times the minimum area prescribed for a single family dwelling.

A registered engineer must certify that each dwelling located within LEN-MAR PARK Subdivision, has been constructed in accordance with the soils report, including conclusions and recommendations, prepared by Construction Test Lab.

B-3: Building Location

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines in accordance with Kenai Peninsula Borough zoning regulations.

In any event, no building shall be located on any lot nearer than 25 feet to the front line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of these covenants, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall be construed to permit any portion of a building on a lot to encroach upon another lot.

B-4: Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and dedicated on the plat of LEN-MAR PARK Subdivision.

B-5: 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 any annoyance or nuisance to the neighborhood.

B-6: Temporary Structure

No structure of a temporary character, mobile home, 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.

B-7: Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or

signs used by a builder to advertise the property during the construction and sale period.

B-9 Livestock and Poultry

No animals, sled dogs, 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.

B-9: Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for 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.

B-10: Water supply

No individual water supply system shall be permitted on any lot.

B-11: Sewage Disposal

No individual sewage disposal system shall be permitted on any lot.

B-12: Petroleum Provisions

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No extraction of minerals within 500 foot buffer measured vertically shall be permitted on any lot.

B-13: Trees

No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as maximum natural beauty and aesthetic value of the trees is retained.

PART C: GENERAL PROVISIONS

C-1: Term

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 35 years from the date of recording, these covenants shall be automatically extended for successive period of ten 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. The purchase of any lot in this subdivision, shall constitute an

agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

C-2: Enforcement

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

C-3: Severability

If any provision of these covenants, or the application thereof to any person or circumstances is held invalid by judgment or court order, the remainder of these covenants and their application to other persons or to other circumstances shall not be affected thereby and shall remain in full force and effect.

DATED at ANCHORAGE, Alaska, this 12th day of OCTOBER, 1978.

ELMAR, INC.

JOLEN, INC.

By *Elvin W. Brush*
Elvin W. Brush

By *Joseph F. McCoy*
Joseph F. McCoy

ACKNOWLEDGEMENTS

STATE OF ALASKA)
) ss.
_____) JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 12th day of OCTOBER, 1978, before me the undersigned, a notary public in and for the State of Alaska, personally appeared ELVIN W. BRUSH, to me known and known to me to be the President of ELMAR, INC., and he acknowledged to me that he signed the foregoing PROTECTIVE COVENANTS FOR LEN-MAR PARK in his capacity as President of said corporation and he signed the same freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors and for the uses and purposes therein mentioned.

GIVEN under my hand and seal the day and year in this certificate first above written.

Sadeen Kay Kinton
Notary Public for Alaska
My commission expires: September 1980



STATE OF ALASKA)
) ss.
 JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 16 day of October, 1978, before me the undersigned, a notary public in and for the State of Alaska, personally appeared JOSEPH F. McCOY, to me known and known to me to be the President of JOLEN, INC., and he acknowledged to me that he signed the foregoing PROTECTIVE COVENANTS FOR LEN-MAR PARK in his capacity as President of said corporation and he signed the same freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors and for the uses and purposes therein mentioned.

GIVEN under my hand and seal the day and year in this certificate first above written.

Herbert Walters
Notary Public for Alaska
My commission expires: 19 June 1981

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RECORDED BY *Calpine Consulting*
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