

RESERVATIONS AND RESTRICTIVE COVENANTS
FOR KENAI RIVER KEYS SUBDIVISION

LAND USE AND BUILDING TYPE: All lots shall be used for cabin and recreational purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than a one family dwelling not exceeding two stories in height.

BUILDING SITES: Each lot subject to flooding must contain a building site and access way to the frontage street with a ground elevation equal to or greater than the maximum flood stage as shown on the plat. No portion of any residential building will be constructed on any lot having its floor elevations less than three feet above the maximum flood of record or calculated.

BUILDING LOCATION: (a.) No building shall be located nearer than 5 feet to any lot line.

(b.) For the purposes of this covenant, eaves, steps and porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

RE-SUBDIVISION: The area of the lots herein described shall not be reduced in size by re-subdivision, except that the owners of three contiguous lots may divide the inner of the middle lot, thus increasing the size of the two remaining lots which shall then be treated for all purposes pertinent to these covenants as enlarged single lots. All re-subdivision shall be submitted to the Kenai Peninsula Borough for approval.

EASEMENTS: (a.) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and within all road easements. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, change the direction of flow or drain channels in the easements, or retard the flow of water through drainage channels in the easements.

(b.) Easements for roadways within the subdivision are shown on the Recorded Plat. Such easements are reserved for the exclusive use of land owners in the subdivision, their guests, the Kenai Peninsula Borough, which shall have

a right of access for the performance of municipal functions, such as the provision of fire and police protection, etc., and the utility companies, which shall have the right of access for the installation and maintenance of utilities.

All easements for roadways are private and are not available for use by the general public. Each such easement shall be a-lease fifty (50) feet in width provided, however, that easement areas shall not be used in calculating the size of a lot in order to determine whether that lot exceeds the minimum size authorized for the subdivision. If, at any time after there are 60 lot owners within the subdivision, a majority of such owners votes in a duly noticed and constituted meeting to dedicate some or all of the roadway easements within the subdivision to the public, then such public dedication shall become effective with respect to the roadways so designated, when the fact of public dedication is recorded.

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may, or may become, any annoyance or nuisance to the neighborhood. Such activity, annoyance or nuisance shall include but is not limited to heavy equipment, derelict autos or junk.

OIL AND MINING OPERATIONS: No oil or gas drilling operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No surface entry is permitted. No extractions of minerals within a 500 feet buffer from the surface is permitted.

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a disposal site for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No dumping shall be permitted in the Kenai River or any other waterway.

WATER: Private wells must meet the requirements, standards, and recommendations of the Alaska Department of Health and Social Services and the sealed well head must be one foot (1') above the maximum flood level of record or calculated

SEWER: No individual sewage disposal system shall be installed on any lot. Self-contained toilets must be used in each dwelling. In addition, waste water, including kitchen and bath water, must be disposed of into individual holding tanks, installations to be inspected by the Alaska Department of Health and Social Services. Holding tanks must be significantly away from the river

and waterways and out of the flood plain, as shown on the plat. Such tanks must then be pumped by the owner. No sewage or waste water dumping shall be permitted in the Kenai River or any other waterway.

UTILITIES MAINTENANCE: All lot purchasers and owners purchase subject to the requirements that they execute a standard agreement to pay their own pumping of individual water and sewage holding tanks to be installed by each owner.

TREES: No tree on a lot shall be removed except as approved by the architectural control committee in writing. Trees may be removed without approval for the construction of a cabin only at the actual cabin site and for one driveway.

ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of the following persons: G. J. Huggins, D. J. Groseclose, and J. M. Linton. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within ten (10) days after the plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

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 a judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

TERMS: The foregoing restrictions and conditions for building and use in Kenai River Keys Subdivision are hereby declared and adopted by the Owners of the Subdivision and all easements created, granted, and reserved are declared to

be the act of the Owners, and all conditions on purchase and ownership of property in the Subdivision shall be deemed and considered covenants running with the land, for a period of 30 years from the date of the recording of these covenants. At the expiration of that period of time, these covenants may be changed by the approval of a majority of the land owners within the Subdivision; otherwise, said covenants shall be automatically extended for successive periods of 10 years.

G. J. Huggins
G. J. HUGGINS


D. J. Groseclose
D. GROSECLOSE

M. Linton
M. LINTON

ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
STATE OF ALASKA) ss.

G. J. HUGGINS, D. J. GROSECLOSE, and J. M. LINTON, appeared before me on the 30th day of October, 1972, at Anchorage, Alaska. I know them to be the persons described in and who executed the above instrument. They said that they knew the contents thereof and acknowledged the same to be their act.

James J. Allen
NOTARY PUBLIC in and for
My Commission expires


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