

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

DETTINGER SUBDIVISION

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned are the owners of the properties comprising DETTINGER SUBDIVISION and;

WHEREAS, the undersigned in their desire to assure the continued development of DETTINGER SUBDIVISION on a high level for the benefit of future property owners and the protection of property values therein, do desire to place on and against all real property within the DETTINGER SUBDIVISION certain protective covenants regarding the improvement and/or use of same:

NOW, THEREFORE, the undersigned hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvement of the property located in the DETTINGER SUBDIVISION, the plat of which is recorded in the Kenai Recording District, Plat No. 85-78, filed May 10, 1985.

II. APPLICATION

The covenants and restrictions contained herein shall apply in their entirety to all lots as are contained within the Plat of DETTINGER SUBDIVISION, No. 85-78.

The covenants, restrictions and conditions shall become effective and shall be enforceable upon recording and shall supersede any other covenants, restrictions, or conditions recorded separately or as shown on the plat.

III. COVENANTS AND RESTRICTIONS

1. When improved, all lots in this subdivision shall be used as single family dwellings, one single family dwelling will be allowed per lot, either Residential or Recreational.
2. Mobile homes or quonset huts may not be set up, lived in, or stored in any lot within DETTINGER SUBDIVISION, except for the course of construction which will be no more than twenty (20) months.
3. No building may remain in an unfinished state for more than three (3) years. All garages, outbuildings and storage buildings shall be of the same quality and workmanship as any Residential or Recreational dwelling. No quonset huts, or surplus buildings shall be used on any lot for any purpose.
4. All frame construction shall be to FHA minimum standards or better.
5. Signs. No sign of any kind shall be displayed to the public view on any lot except 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 sales period.
6. No building or any lot shall be located nearer than twenty-five (25) feet to any interior lot line.
7. To insure natural growth screening and aesthetics between dwelling structures, no lot shall be clear-cut more than fifty percent of the total lot area, except that trees may be thinned and undergrowth cleared.
8. The re-subdivision of any lot shall not be allowed.
9. All dwellings shall have indoor sanitary facilities with underground disposal systems or DEC approved holding tanks. No outhouses or above ground disposal system shall be permitted on any lot. Each lot owner will follow Alaska Department of Environmental Conservation regulations concerning wells and septic systems.

10. No commercial breeding, boarding, or raising of animals shall be allowed. The term "commercial" as used above means for sale or profit. All dogs shall be restrained when necessary to prevent nuisances. No animals, fences, or cages shall be annoying or offensive to the neighborhood.

11. No dog teams.

12. No lot shall be used or maintained as a dumping ground for rubbish, junk yard or inoperable vehicles. 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.

13. Offensive and annoying activities, not generally found in residential neighborhoods, which lead to excessive noise levels, excessive odors, or excessive visual decay of the neighborhood shall not be permitted.

14. No mining activities, mineral exploration, or excavation related thereto shall be allowed on or within five hundred (500) feet of the surface of any lot in the subdivision.

IV. LANDOWNERS' ASSOCIATION

OR FUTURE BUILDING OR IMPROVEMENTS INCLUDING THE NORTH 250' OF MOOSEHEAD LANE, P.L.D. 5-2-87

The responsibility for road maintenance shall rest with the property owners, and any costs for road maintenance shall be paid as needed by prorating such costs among the property owners actually receiving the benefit, until the area is incorporated into some type of road service area.

A Landowners' Association, which shall consist of the owners of each lot, shall authorize routine maintenance and repair of all streets within the subdivision, as well as snow removal, and shall be responsible for billing the members of the Association for any road maintenance performed. Payments must be received within thirty (30) days from the date of billing.

V. GENERAL PROVISIONS

1. Terms: 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants in whole or part.

2. 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, and such actions may be brought by the owner or owners of any lot in the subdivision.

3. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 31st day of October, 1985.

Robert C. Jenkins
ROBERT C. JENKINS

Pearl E. Jenkins
PEARL E. JENKINS

STATE OF OREGON)
Law COUNTY) ss.

The foregoing instrument was acknowledged before me this 31st day of October, 1985 by ROBERT C. JENKINS and PEARL E. JENKINS.



MJ McKay
My commission expires: 4-2-89

85-014979

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~~RECORDED FILED~~
KENAI REG.
DISTRICT

DEC 9 11 02 AM '85
REQUESTED BY CITIZ
ADDRESS _____

AFTER RECORDING RETURN TO:
Robert Jenkins
83933 Cloud 9 Rd.
Florence, Oregon 97439