

CS75-038

BOOK 0282 PAGE 116

COVENANTS AND RESTRICTIONS  
FOR  
EAGLES REST SUBDIVISION

EAGLE REST SUBDIVISION according to the official Plat thereof,  
Filed under Plat No. 98-3, in the Homer Recording District,  
State of Alaska

1. **Subdividing-**  
Tracts B and C may not be reduced in size by re-subdividing.  
Tract A may be re-subdivided into no more than two tracts.
2. **Minimum Set Back-**  
No part of any improvement shall be placed closer than 40 feet of mutual property lines of tracts A and B, or B and C. The following improvements are specifically excluded from this improvement set back requirement:
  - A. Steps, Walkways and Driveways
  - B. Fences and Planters
  - C. Public Utility Facilities
3. **Utilities-**  
All utilities must be placed underground when possible.
4. **Land Use and Building Type-**  
There will be no trailer parks or courts. No commercial storage yards of any kind. No more than one non running vehicle may be kept on any lot. One travel trailer or mobile home may be used for summer residence, April 1 through September 31. No Quonset huts. Any metal on buildings shall be painted.
5. **Live Stock and Poultry-**  
No animals or poultry of any kind shall be raised, bred or kept on any lot, including dog teams. Except for no more than two horses. Dogs, cats and other normal household pets may be kept, provided they are not kept for commercial purposes and provided that not more than two dogs may be maintained. All dogs shall be restrained when necessary to prevent nuisances.
6. **House Construction-**  
All houses and other buildings constructed shall be enclosed with exteriors finished within 24 months after start of construction. No building shall be more than 32 feet high from the natural grade of land under the roof line of building.
7. **Garage and Refuse Disposal-**  
No lot may be maintained or used as a dumping ground. Rubbish, trash, garbage and or other waste shall be not kept, except in sanitary containers.
8. **Airports and Heliports-**  
Air strips, air fields, heliports or air craft landing strips, sites or pads, shall not be used for commercial purposes.

BOOK 0282 PAGE 117

9. General Provisions-

Terms: These covenants are to run with the land and shall be binding on all parties and all persons under them for a period of 20 years from the date these covenants are recorded, after which time these covenants will be automatically be extended for periods of ten years, unless an instrument signed by 100% of the then owners of the tracts has been recorded agreeing to the changes said covenants in whole or in part.

10. 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 or violation or to recover damages and such actions may be brought by the owner of any lot in the subdivision.

11. Attorneys Fees-

In any legal proceeding for the enforcement of this declaration or any provision here of, whether it be an action for damages, declaratory relief or injunctive relief, or any other action, the losing party or parties shall pay the actual reasonable attorney's fees of the prevailing party. The prevailing party shall be entitled to attorney's fees, even though the proceeding settled prior to judgement. All remedies provided shall be cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has executed this declaration on this 9/19 1998.

Carol M. Barderson  
Carol M. Barderson

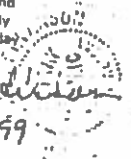
John M. Makinen  
John M. Makinen

Fredericka A. Ernst  
Fredericka A. Ernst

State of Alaska )  
Third Judicial District )

THIS IS TO CERTIFY that on this 9-14-98 before me, the undersigned, duly commissioned and sworn, personally appeared John M. Makinen & Fredericka A. Ernst, to me known to be the person described in and who executed the above and foregoing instrument and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purpose therein. WITNESS My Hand and Official Seal, the day and year mentioned in the certificate above written.

Shannon K. Delaney  
Notary In and for Alaska  
My commission expires, 6-15-99



BOOK 0282 PAGE 118

State of Alaska )  
Third Judicial District

THIS IS TO CERTIFY that on this 24 Sept 1998  
before me, the undersigned, duly commissioned and sworn, personally appeared  
Carol M. Sadakson, to me known to be the  
person described in and who executed the above and foregoing instrument and  
acknowledged to me that he signed and sealed the same freely and voluntarily  
for the uses and purpose therein. WITNESS My Hand and Official Seal, the day  
and year mentioned in the certificate above written.

Arista Larson  
Notary in and for Alaska  
My commission expires, \_\_\_\_\_



RETURN TO:  
P. O. BOX 650  
NINILCHIK, AK 99639

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Home Reading  
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