

WEST MCCARTHY SUBDIVISION
COVENANTS RESTRICTING USE OF LAND:
BUILDING RESTRICTIONS

LESTER K. SYREN and ALVIN N. SYREN, being fee owners of the following described real property:

West McCarthy Subdivision, located in Section
13, Township 5 South, Range 13 East, Copper
River Meridian, Alaska,

the same being the real property now duly platted as "West McCarthy Subdivision," a subdivision near the City of McCarthy, Alaska, as said plat is now recorded in Plat File 77-7, in the office of the Recorder for the Chitna Recording Precinct, Third Judicial District, State of Alaska, hereby make the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. PURPOSE

The purpose of these restrictions is to enhance the use of the property for attractive residential and business purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the designed tone of the community, and thereby to secure to each site owner greater awareness, benefit and enjoyment of his property, with no more restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential and commercial use will not be permitted.

2. LAND USE

No lot shall be used as a dumping area for rubbish, trash,

garbage, junk automobiles and equipment, or wreckage.

3. SEWAGE DISPOSAL

Any outhouses, septic tanks, or sewage drain fields shall be installed in accordance with State of Alaska regulations.

4. TEMPORARY STRUCTURES

No trailer or mobile home less than 14 feet in width, or temporary building or structure shall be erected, constructed or moved upon any lot and remain on the lot for a period of time exceeding 12 months from the purchase date of the lot. No quonset hut, army yak hut, or military salvage or surplus building, portable or stationary, will be allowed on the property for any purpose. All buildings constructed or placed in the subdivision shall be finished on the exterior within 12 months after start of construction. Tar paper, roofing paper, celotex, nuwood or like material as exterior siding or finish will not be permitted.

5. BUILDING LOCATION

No building shall be located on any lot nearer than 30 feet to any side street line. No building shall be located on any lot nearer than 40 feet to the rear lot line, nearer than 30 feet to the front lot line, or nearer than 10 feet to the side lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. RIGHT OF WAY

Construction of roads or other development within the rights of way of dedicated public property shall be at the discretion of and at the expense of the buyer. Due to the unique characteristics of the West McCarthy Subdivision, personal on-site inspection by prospective site owners is recommended.

7. RE-SUBDIVISION

The area of lots herein described shall not be reduced in size by re-subdivision, EXCEPT that owners of three (3) contiguous lots may divide the inner or middle lot, thus increasing

the size of the two (2) remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single lots. In any event, the footage of any building site shall not be less than 40,000 square feet.

8. 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 an annoyance or nuisance to the neighborhood.

9. OPEN BURNING

Open burning of brush or trash will not be permitted unless permission is obtained from an authorized fire official. Fire prevention rules will be strictly followed.

10. 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/or parking and trees may be thinned so long as maximum natural beauty and esthetic value of trees is retained.

11. 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.

12. 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 twenty-five 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. 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.

14. 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 at Anchorage, Alaska, this 13th day of August, 1979.

By: *Lester K. Syren*
LESTER K. SYREN

Alvin N. Syren
ALVIN N. SYREN

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13 day of August, 1979, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came and appeared LESTER K. SYREN and ALVIN N. SYREN, known to me and to me known to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above in this certificate written.

Alvin N. Syren
Notary Public in and for Alaska
My Commission expires 8-27-81

119 79-570

RECORDED - FILED
Chitina REC. DIST.
DATE <u>8-17-1977</u>
TIME <u>3:30 P.M.</u>
Requested by <u>Lester Syren</u>
Address <u>7027 Lake View Dr. E.</u> <u>Anchorage AK 99507</u>