

COVENANTS, CONDITIONS AND RESTRICTIONS

TULCHINA POINTE ESTATES ACCORDING TO PLAT #2006-119

LOCATED WITHIN NE ¼ Sec. 36, T5N, R10W, S.M., KENAI RECORDING DISTRICT, KENAI PENINSULA BOROUGH, ALASKA.

LOTS 1, 2, 3, 47

PURPOSE:

To insure use for attractive residential purpose harmonious with the environment, prevent nuisances, maintain desired tone to secure each owner full benefit and enjoyment of his home.

A-1 ENTRANCE SIGN

Lots 2 or 47 shall have a four foot by twenty foot easement for placement of Tulchina Pointe Subdivision entrance sign.

A-2 LAND USE AND BUILDING TYPE

No lot or other portion of the real property described above shall be used for any purpose other than one residential single family dwelling. No buildings shall be erected, altered, placed, or permitted to remain on the property other than one single residential dwelling. No commercial activity or business of any kind shall be conducted on said premises.

A-3 FENCES, ETC.

No fence, wall hedge, or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum front building setback lines, unless the height is restricted to 4 feet or less on that portion between the street and the front setback line

A-4 DWELLING, QUALITY, AND SIZE

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 that these covenants are recorded at the minimum cost stated herein at the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages shall not be less than one thousand two hundred (1,200) square feet.

No mobile home, modular or house trailers shall be placed, erected or permitted on said premises at any time, either during construction or thereafter.

Exterior colors shall be earth tone. Roof color shall be of earth tone. Metal roofs will not be permitted on any structure. All exterior lighting, including but not limited to directional lighting, shall be located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby lot owner.

A-5 OUTBUILDINGS

All outbuildings shall be one story. A limit of one (1) garden shed/greenhouse (max 250 sq.ft), one (1) guest cottage (max. of 680 sq.ft.) for , one (1) separate garage (max. of 1,000 sq.ft) on story only may be permitted and shall be constructed and finished in a similar manner and workmanship as set forth above for dwellings. The size of all outbuildings shall conform to neighborhood and not block views or become a visual nuisance to any adjoining lot owner. Metal or pole buildings, canvas, and plastic construction is not permitted. All out building are for non commercial use.

A-6 SANITARY FACILITIES

All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouses or above ground disposal systems shall be permitted on the above described properties. No individual sewage disposal systems shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Health. All sewage disposal systems shall conform to the State of Alaska and Kenai Peninsula Borough standards.

A-7 WATER SUPPLY

No individual water supply system shall be permitted on any of the above described property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Health. All water supply systems must conform to the State of Alaska and Kenai Peninsula Borough standards.

A-8 BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat provided. However, no building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than ten (20) feet to any interior lot line. Due to the unique nature of the topography of Tulchina Pointe Estates, no building shall be erected in such a manner as to obstruct the view of another lot owner.

A-9 AUTOMOBILES

No vehicle may be abandoned or allowed to remain on any lot or street offsetting any lot for more than seven (7) days if it is not in good operating condition. All vehicles used in connection with any lot must be licensed. No heavy equipment may be parked on any lot or street except during such time that it is working in the subdivision.

A-10 STORAGE OF MOTOR HOMES, RV'S, ETC.

All motor homes, boats, RV's, 4-wheelers, snow machines, riding mowers, etc. shall be stored in the most inconspicuous manner possible; preferably in a permanent out building. At no time is a motor home or R.V. to be used on the property as a residence.

A-11 STORAGE OF EQUIPMENT AND MATERIAL

No lot or street may be used for the storage of any equipment, material, machinery or merchandise used or to be sold in a trade or business. At no time shall a temporary covering such as blue tarpaulins, be conspicuously used for storage of equipment or materials.

A-12 CLEARING

No owner shall be permitted to clear a lot of more than 50% of healthy standing trees of size and beauty except that trees may be thinned and the under growth cleared. Any lawn areas shall be maintained on a regular basis or removed. All stumps and debris will be disposed of in a timely manner. In the event of the excess removal of trees on any lot, the owner shall be responsible, at his/her own expense, for replanting and maintaining live trees.

A-13 RE-SUBDIVISION

The area of a lot shall not be reduced in size by re-subdivision.

A-14 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-15 NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall any activity be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Anything used for creating noises, smells, smoke, vibrations or excessive light off of the property which interferes with the reasonable expectations of peace and quiet enjoyment of other property owners is prohibited.

A-16 TEMPORARY STRUCTURES

No structure of a temporary nature including, but no limited to a trailer, basement, tent, RV, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanent.

A-17 CONSTRUCTION

All houses must be enclosed and exteriors finished within 12 months of beginning construction; except that this deadline may be extended to coincide with the normal building season. All houses must be on a permanent foundation.

A-18 SIGNS

No sign in excess of 5 square feet may be displayed except in the case of developer advertising. All political signs will be removed within 5 days of the election and displayed not more than 21 days before the election.

A-19 GARBAGE AND REFUSE DISPOSAL

No lot or dedicated right-of-way shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerators or burning barrels shall be allowed.

A-20 DRAINAGE

All driveways and walkways from streets shall conform to the natural drainage and shall have a culvert. Any alteration of the natural drainage shall become the responsibility of the party changing the natural grades and they shall make all necessary provisions for the proper drainage.

A-21 ANIMALS

No animals, sled dogs, livestock, poultry or horses of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other customary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All permitted pets shall be confined to their owner's control at all times.

Part B: Enforcement, Severability and Term

B-1 ENFORCEMENT

Any owner shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter

