

COVENANTS AND RESTRICTIONS OF PIONEER VISTA UNIT #8,
A SUBDIVISION OF PIONEER INVESTMENT

PLAT # 83-02

Preamble

The purpose of these covenants is to assure that property owners will be fully protected from poor quality surroundings and that they will be assured of pleasant, sanitary and safe sites to erect their homes. These covenants will be in effect in the Pioneer Vista Unit #8 Subdivision, located within:

Homer Recording District, Third Judicial District, State of Alaska, situated within a portion of the NW 1/4 NW 1/4 of Section 20 T6S, R13W, S.M., Homer Recording District Alaska. Consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Block 1; Lots 1 and 2 of Block 2; Lots 1, 2, and 3 of Block 3; Lots 1, 2, and 3 of Block 4.

1. That the property herein described shall not be used for any purpose other than for residential purposes and no commercial activities shall be conducted upon the premises herein concerned, neither will there be permitted any conduct, enterprise, or usage that may create a nuisance, be unlawful, or act detrimentally to the peace, dignity, or value of this subdivision. The keeping of livestock and poultry upon the premises herein concerned is expressly prohibited.

2. That no residence or building shall be erected, placed, or maintained upon the real property described unless the same, when completed, shall meet the requirements of the United Building Code Minimum Property Standards, be completed within one (1) year after construction has started, contain not less than 780 square feet of living area exclusive of porches and garages, and be no more than 2 stories in height, except Lots 2, 3, and 11, Block 1, shall not be more than 1 1/2 stories in height.

3. No army type huts, quonset huts or temporary buildings shall be constructed or placed on said lots, nor shall any tents or house trailers, or mobile homes other than recreational vehicles be parked thereon. Multi-family dwellings or units are specifically prohibited except that:

- (a) Three multi family dwellings may be constructed on Lots 1, 8, and 9, Block 1 and Lots 1 and 2, Block 2.
- (b) One two-family dwelling (duplex) may be constructed on Lots 6 and 7, Block 1.

The area of the lots herein described shall not be reduced in size by re-subdivision or otherwise.

4. No lot shall be used or maintained as a dumping ground. 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. It is further understood that the keeping of partially dismantled vehicles, junked cars, or unused equipment on the premises is prohibited. The keeping of old vehicles on the premises is prohibited unless such vehicles are being used for transportation.

PIONEER INVESTMENTS, a partnership


DAYTON CHILD Managing partner

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 16 day of November, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared DAYTON CHILD, known to me and to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein described, as managing partner of Pioneer Investments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

Linda Bray
Notary Public in and for Alaska
My Commission Expires 12-31-83



83-000006

H-4

RECORDED - ~~FILE~~
HOMER RECORDING
DISTRICT

JAN 3 3 18 PM '83

REQUESTED BY K.A. Telle

ADDRESS Homer, Ak