

Covenants and Restrictions to all Lots

The legal description of which is S½ Section 13, Except West 330 Ft., T8N, R11W. (A Resubdivision of number three Bay Woods Subdivision) Kenai Recording District, 3rd Judicial District, State of Alaska.

1. 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 and maintain their homes or structures. These covenants will be in effect from date of recording of Sea-Scape Subdivision.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential or recreational purposes except Lots six, seven, sixteen and seventeen of Block five may be used for commercial gravel extraction. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling or duplex and accessory non-trade or business buildings.

3. CONSTRUCTION AND BUILDING

No building or structure shall be constructed within 10 feet of any property line or boundary, or within 20 feet of a roadway. All exterior construction must be completed within two (2) years from date of construction start. Finish, shall include painting or finish work. No tar paper or similar finish is permitted. Mobile homes are permitted for a maximum of two (2) years while construction of permanent residence is being built. However, at the end of two (2) years said mobile home must be removed and if legal action is instigated, the violator shall bear all reasonable legal expenses. In addition, prior to mobile home being placed on lot, a notice of such intent must be filed with developer (Allen P. Kirschbaum) until 51½ of Subdivision has been sold or a Home Owner Association is formed. Home size shall be a minimum of 825 sq. ft. not including any garage area.

4. RESPONSIBILITY OF OWNERSHIP

All maintenance and cost of maintenance of subdivision improvements, including road maintenance, plus real estate taxes are to be the responsibility of the lot owners. Each lot owner will be responsible for providing water and sewage treatment to his lot.

5. RESUBDIVISION

The area of the lots herein described shall not be reduced in size by resubdivision.

6. NUISANCES

No junk yards, commercial gravel pits, except as noted above, commercial dog kennels, dog breeding business, harness dog teams, commercial stables or other noxious or offensive activity shall be

SEA-SCAPE SUBDIVISION COVENANTS AND RESTRICTIONS
Page 2

permitted on any lot. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers.

7. GENERAL PROVISIONS

These covenants and general provisions are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of a majority of lots or record has been recorded, agreeing to change said covenants and/or general provisions in whole or part.

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.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

By Allen P. Kirschbaum

ALLEN P. KIRSCHBAUM
OWNER
SEA-SCAPE SUBDIVISION

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RECORDED-FILED
KENTREC.
DISTRICT

Nov 21 4 03 PM '77
REQUESTED BY Hyland Realty
ADDRESS 4060 B St Suite 105
Green

STATE OF ALASKA
THIRD JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on this 2nd day Nov., 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared ALLEN P. KIRSCHBAUM, known to me and known to be the individual 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 mentioned.

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

Arlyne A. [Signature]
Notary Public in and for Alaska
My Commission expires 6-1-78


SEA-SCAPE SUBDIVISION

The legal description of which is S½ Section 13, Except West 330 Ft., T8N, R11W. (A resubdivision of number three Bay Woods Subdivision) Kenai Recording District, 3rd Judicial District, State of Alaska.

Amendment to Sea-Scape Subdivision Covenants and Restrictions to all Lots. Recorded Book 117 Page 294.

I hereby amend page 1, paragraph 2, heading LAND USE AND BUILDING TYPE, sentence 2, wording to be changed from duplex to triplex.

By Allen P. Kirschbaum

ALLEN P. KIRSCHBAUM
OWNER
SEA-SCAPE SUBDIVISION

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on this _____ day of _____, 1978, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared ALLEN P. KIRSCHBAUM, known to me and known to be the individual 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 mentioned.

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



Notary Public in and for Alaska
My Commission expires 4-27-81

78-001653

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FILED
REC.
DISTRICT

MAR 3 8 14 AM '78

BY Hyland Realty
ADDRESS 4060 B St. Suite 105
Anchorage 99503
Attn: Allen Kirschbaum
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SEA-SCAPE SUBDIVISION

Amendment to the Covenants and Restrictions:

Amendment to the Covenants and Restrictions for the Sea-Scape Subdivision dated November 2, 1977 and recorded November 21, 1977 in Book 117 page 294 in the Kenai Recording District. The legal description of which is S 1/4 Section 13, except West 330 Ft., T.8N., R.11W., S.M. (A Resubdivision of Number Three Bay Woods Subdivision) Kenai Recording District, 3rd. Judicial District, State of Alaska.

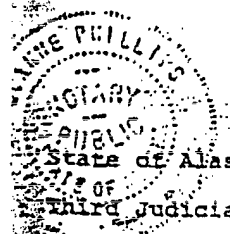
The purpose of this Amendment to the Covenants and Restrictions is to exempt Lot 4, Block 6 of the Sea-Scape Subdivision from said covenants and restrictions. Marathon Oil Company as owner of Lot 4, Block 6 is hereby free to build one radio tower with a support building and fence.

The undersigned, collectively as owners of a majority of the lots within said subdivision hereby agree to this amendment and change to the covenants and restrictions specifically for the purpose stated.

ALASKA STATEBANK

By [Signature]
President

Attest [Signature]
Secretary



ACKNOWLEDGEMENT

State of Alaska)
)
Third Judicial District)

) ss.
)

On this 7 day of Nov, A.D. 1984, before me personally appeared H. Derrell Smith and Virginia Forner, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of Alaska Statebank and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. Derrell Smith and Virginia Forner acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7 day of Nov, A.D. 1984.

[Signature]
Notary
My Commission Expires 9-14-88

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SEA-SCAPE SUBDIVISION

Amendment to the Covenants and Restrictions:

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ALASKA USA FEDERAL CREDIT UNION

By W.G. Eckward
President

Attest Boyd S. Bennett
Secretary

ACKNOWLEDGEMENT

State of Alaska)
Third Judicial District) ss.

On this 14 day of NOVEMBER, A.D. 19 84, before me personally appeared W.G. Eckward and Boyd S. Bennett, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of ALASKA USA FEDERAL CREDIT UNION and that said instrument was signed by authority of its Board of Directors, and said W.G. Eckward and Boyd S. Bennett acknowledged said instrument to be the free act and deed of said Alaska USA Federal Credit Union.

Witness my hand and seal this 14 day of November, A.D. 1984.

Quentin Tankersley
Notary
My Commission Expires Sept 28 1985

PLEASE RETURN TO
Marathon Oil Company Morris L. Logan
P. O. Box 102380
Anchorage, AK 99510

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REMAINED
DISTRICT

Dec 3 3 37 PM '84

REQUESTED BY ATC

ADDRESS _____