INDENTURE OF PROTECTIVE COVENANTS FOR MOOSE RANGE MEADOWS SUBDIVISION PHASE II

THIS INDENTURE made this 26 day of June, 1986, by Salamatof Native Association, Inc., an Alaska corporation, hereinafter referred to as "Salamatof", which is the owner of the following-described real property, for the purpose of submitting such real property to the following restrictive covenants which shall run with the land in accordance with the terms of this Indenture:

Lots 1-13 and Tracts A, C-1 and D of Block 1; Lots 1-4 and Tracts B,C-2 and E of Block 2; Lots 1-12 and Tract F of Block 3; Lots 1-10 of Block 4; Lots 1-16 of Block 5; Lots 1-9 of Block 6 and Tract G, MOOSE RANGE MEADOWS SUBDIVISION-PHASE II, according to Plat No. 86-137, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

ARTICLE I
BUILDING & USE RESTRICTIONS

This indenture and the covenants established hereunder may be extended by Salamatof to encompass additions to Moose Range Meadows Subdivison by the recording of a notice to that effect when such additions are platted.

1. All lots in the subdivision are restricted to single family or duplex residential use.

2. No business of any kind may be operated in the subdivision.

3. The raising of livestock for commercial purposes is not permitted within the subdivision.

4. The raising of dog teams is not permitted within the subdivision.

5. No house trailers or other temporary residential structures are allowed within the subdivision with the exception that a mobile home may be used for a period not to exceed 12 months during actual construction of a residence.

6. No storing of commercial machinery or equipment used in a business or for commercial activity is permitted in the subdivision.

7. No unoperable vehicle may be left in the subdivision for over thirty days.

8. No lot may be used for any purpose that would alter the recreational or residential character of the subdivision.

9. Manufactured housing with less than 1100 square feet of livable area shall not be used within the subdivision.

10. All structures within the subdivision shall be set upon a permanent foundation consisting of poured concrete or grouted concrete block (cinder block) stem walls.

11. Recreational vehicles may be left within the subdivision for 5 months only during the calendar year.

12. Residents shall keep their property neat, clean, and orderly at all times.

13. No lean-tos or temporary storage structures may be used within the subdivision. All storage facilities, garages or out buildings must be set upon a permanent foundation consistent with that described in Number 10, above.

14. No outhouses or other similar types of detached sewage systems may be used within the subdivision.

THESE COVENANTS DO NOT APPLY TO TRACTS A through G, including TRACTS C-1 and C-2, NOR DO THEY APPLY TO LOT 17, BLOCK 5.

ARTICLE II
GENERAL PROVISIONS

1. This indenture and the several provisions hereunder shall be severable and invalidation of any one of such provisions by Judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. Each grantee of Moose Range Meadows Subdivision-Phase II by the acceptance of a deed to a lot and each purchaser under any contract for such deed of conveyance accepts the same subject to this Indenture and the covenants established hereunder and the jurisdiction, rights and powers created or reserved by this Indenture as though the provisions of this Indenture were recited and stipulated at length in each and every such deed of conveyance or contract.

3. No covenant, restriction or provision contained in this Indenture shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number or duration of violations or breaches thereof which may have occurred.

4. If any provision of this Indenture shall conflict with the provisions of Alaska Statutes, the provisions of such statutes shall control.

5. This declaration shall take effect upon recording.

Salamatof Native Association, Inc.

By _____
Ralph A. Johnson, President

STATE OF ALASKA)
) ss.
KENAI PENINSULA BOROUGH)

THIS IS TO CERTIFY that on this 29th day of May, 1986, before me, the undersigned, a Notary Public in and for the State of Alaska, is duly commissioned and sworn as such, personally appeared Ralph A. Johnson, known to me and to me known to be the President of SALAMATOF NATIVE ASSOCIATION, INC., an Alaska corporation, and he acknowledged to me that he executed the above and foregoing document for me and on behalf of said corporation and he further acknowledged to me that he had the power and authority so to do as granted to him by said corporation in its Bylaws or by resolution of its Board of Directors.

IN WITNESS THEREOF, I have hereunto set my hand and official stamp the day and year first hereinabove set forth.

_____
Notary Public in and for Alaska

My commission expires 5-9-88

STATE OF ALASKA
NOTARY PUBLIC
STACEY TAYLOR
My Commission Expires 5-9-88

86-006817

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mail to
Professional Design Assoc.
P.O. Box 4406
Kenai AK. 99611

RECORDING DISTRICT
KENAI REC.
DISTRICT

Jun 26 3 56 PM '86
REQUESTED BY PDA
ADDRESS 46548D

AMENDED PROTECTIVE COVENANTS FOR MOOSE RANGE MEADOWS SUBDIVISION PHASE II

THIS INDENTURE MADE on this 10th day of November, 1988, amends and supersedes that recorded at Book 0289, Page 157 of the Kenai Recording District, dated June 26, 1986, by SALAMATOF NATIVE ASSOCIATION, INC., an Alaska corporation, hereinafter referred to as "Salamatof", the owner of the following-described real property. The purpose of these Amended Protective Covenants is to submit the following described real property to the amended restrictive covenants contained herein which shall run with the land in accordance with the terms of this indenture:

Lots 1 - 13, Block 1; Lots 1 - 4, Block 2; Lots 1 - 12, Block 3; Lots 1 - 10, Block 4; Lots 1 - 16, Block 5; Lots 1 - 9, Block 6, MOOSE RANGE MEADOWS SUBDIVISION PHASE II, according to Plat Nos. 88-100, and 88-46, Kenai Recording District, Third Judicial District, State of Alaska.

ARTICLE I

BUILDING AND USE RESTRICTIONS

THIS INDENTURE and the COVENANTS established hereunder may be extended by Salamatof to encompass additions to Moose Range Meadows Subdivision by the recording of a notice to that effect when such additions are platted.

1. All lots in the subdivision are restricted to single family or duplex residential use, except as provided in Section 2, below.

2. No business of any kind may be operated in the subdivision with the exception of:

A. Commercial sport fish guiding operations, only if operated under appropriate permits issued by the State of Alaska, and other agencies of state and federal governments.

B. Commercial bed and breakfast establishments of the type permitted by the Kenai Peninsula Borough. No such establishment shall operate any restaurant or other business of any kind in connection with the bed and breakfast which is open to the general public.

C. Other commercial activities related to the Kenai River may be operated subject to written approval of Salamatof Native Association.

All other provisions shall apply to the exceptions, including but not limited to, Section 6, which precludes the storing of commercial machinery or equipment used in a business or for commercial activity.

Robinson, Beiswanger & Eberhardt
Lawyers
35801 Kenai Spur Hwy.
Soldotna, Alaska 99669
(907) 262-9164

Arthur S. Robinson
Allan Beiswanger
Peter Eberhardt

It is the responsibility of the individual land owner to obtain any and all permits, licenses or verifications necessary to operate under the above exceptions A and B.

3. The raising of livestock for commercial purposes is not permitted within the subdivision.

4. The raising of dog teams is not permitted within the subdivision.

5. No house trailers or other temporary residential structures are allowed within the subdivision, with the exception that a mobile home may be used for a period not to exceed 12 months during actual construction of a residence.

6. No storing of commercial machinery or equipment used in a business or for commercial activity is permitted in the subdivision.

7. No inoperable vehicle may be left in the subdivision for over thirty (30) days.

8. No lot may be used for any purpose that would alter the recreational or residential character of the subdivision.

9. Manufactured housing with less than 1100 square feet of livable area shall not be used within the subdivision.

10. All structures within the subdivision shall be set upon a permanent foundation consisting of poured concrete or grouted concrete block (cinder block) stem walls.

11. Recreational vehicles may be left within the subdivision for 5 months only during the calendar year.

12. Residents shall keep their property neat, clean and orderly at all times.

13. No lean-tos or temporary storage structures may be used within the subdivision. All storage facilities, garages or out-buildings must be set upon a permanent foundation consistent with that described in No. 10, above.

14. No outhouses or other similar types of detached sewage systems may be used within the subdivision.

THESE COVENANTS DO NOT APPLY TO TRACTS A, B, C-1, C-2, D, E, F and G, NOR DO THEY APPLY TO LOT 17, BLOCK 5, MOOSE RANGE MEADOWS SUBDIVISION PHASE II.

Robinson, Beisenegger & Eberhardt
Lawyers
35401 Kenai Spur Hwy.
Soldotna, Alaska 99669
(907) 262-9161

ARTICLE II

GENERAL PROVISIONS

1. This indenture and the several provisions hereunder shall be severable and invalidation of any one of such provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. Each grantee of Moose Range Meadows Subdivision Phase II by the acceptance of a deed to a lot and each purchaser under any contract for such deed of conveyance accepts the same subject to this indenture and the covenants established hereunder and the jurisdiction, rights and powers created or reserved by this indenture as though the provisions of this indenture were recited and stipulated at length in each and every such deed of conveyance or contract.

3. No covenant, restriction or provision contained in this indenture shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number or duration of violations or breaches thereof which may have occurred.

4. If any provision of this indenture shall conflict with the provisions of Alaska Statutes, the provisions of such statutes shall control.

5. This declaration shall take effect upon recording.

SALAMATOF NATIVE ASSOCIATION, INC.

By Ralph A. Johnson

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10th day of November, 19 85, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Ralph A. Johnson, known to me and to me known to be the President of SALAMATOF NATIVE ASSOCIATION,

Robinson, Beisswenger & Eberhardt
Lawyers
35101 Kenai Spur Hwy.
Soldotna, Alaska 99669
(907) 262-9161

Arthur S. Robinson
Allen Beisswenger
Peter Eberhardt

INC., an Alaska corporation, and he acknowledged to me that he executed the above and foregoing document for me and on behalf of said corporation and he further acknowledged to me that he had the power and authority so to do as granted to him by said corporation in its bylaws or by resolution of its Board of Directors.

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

Notary Public in and for Alaska
My Commission expires: 7-24-92.

88-009921
19-

RECORDED FILE
KENAI REC
DISTRICT

Nov 29 12 32 PM '88
REQUESTED BY SNA
ADDRESS 539636

Return to:
Salamatof Native Assn.
PO Box 2682
Kenai AK 99611