PROPERTY OWNERS ASSOCIATION

CERTIFICATE OF OWNERSHIP AND DEDICATION

PROTECTIVE COVENANTS AND RESTRICTIONS

AND

ROAD MAINTENANCE AGREEMENT

HUHNDORF SUBDIVISION

SW 1/4 SE 1/4 SEC.15,

T8N, R11W,S.M. ALASKA

BOOK 81-03

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREIN, THAT WE ADOPT THIS PLAN OF SUBDIVISION COVENANTS WITH OUR FREE CONCENT, AND DO HEREBY DEDICATE TO PUBLIC USE, AND THE USE OF PUBLIC UTILITIES, THE STREETS AND EASEMENTS DESCRIBED.

Stanley J. Huhndorf Sr.

STANLEY J HUHNDORF
P.O.BOX 8014 NRB
KENAI, ALASKA 99611

Caroline C. Huhndorf

CAROLINE C HUHNDORF
P.O.BOX 8014 NRB
KENAI, ALASKA 99611

SWORN AND SUBSCRIBED TO ME BEFORE, A NOTARY PUBLIC, THIS 23 DAY OF March 19 88.

[signature] NOTARY DC

MY COMMISSION EXPIRES 6/10

PART A: PREAMBLE
KNOW ALL MEN BY THESE PRESENTS, that whereas the aforesigned are the owners of the properties comrising the HUHNDORF SUBDIVISION and,

WHEREAS, the aforesigined, in their desire to assure the continued developement of the HUHNDORF SUBDIVISION on a high level for the benifit of future property owners and the protection of values, herein do desire to place on and against all real property within the HUHNDORF SUBDIVISION certain protective covenants regarding the improvement and/or use of same:
NOW THEREFORE, the aforesignedheheby established and filed for record the following declarations, reservations,protective covenants,limitations,conditions and restrictions regarding the use and/or improv,emt of the property located in the HUHNDORF SUBDIVISION, the plat of which is recorded in the Kenai Recording District, Third Judicial District, State of Alaska.

PART B: Area of Application

B-1 FULLY PROTECTED RESIDENTIAL AREA. The covenants in Part D in their entirity shall apply to all of HUHNDORF SUBDIVISION.

B-2 EFFECTIVE DATE The restrictive covenants, limitations and conditions hereinafter set forth are applicable to the area hereinabove discribed and shall take effect in their entirity upon recording and shall supersede any other covenants recorded seperately or on the plat.

PART C: PROPERTY OWNERS ASSOCIATION

C-1 There is established a Property Owners Association for the purpose of maintaining roads within the subdivision and for other purposes as may be necessary in the future for the betterment and protection of the subdivision.

C-2 MEMBERSHIP The Association shall consist of all owners and partial owners of the properties within the subdivision.
C-3 VOTING There shall be allowed one vote for each lot now established within the subdivision. The number of votes to be equal to the number of lots within the subdivision. Each vote shall carry the same power regardless ofthe size of the lot.

C-3 ROAD MAINTENANCE. All roads maintained within the subdivision and all other regulations to be established shall be at the pleasure of the property owners.

C-4 COST OF MAINTENANCE. All persons constructing homes upon lots within the subdivision shall be responsible for and do agree to share on an equal basis the cost of snow removal and road grading and all persons constructing and owning homes do agree to appoint by majority action a person responsible for collection of funds to pay for any maintenance required.

C-5 EXISTING AXCESS There is reserved to the subdivision developers and their heirs and assignees axcess to the beach via an existing road now crossing lots 4 and 5 of block one. Axcess shall not be limited and shall not be denied at any time to those whom it is reserved for.

C-6 CONDITIONAL USE: There is granted conditional use permits to all property owners within the subdivision to all existing roads within the subdivision to be used as axcess to the various properties untill such time as more perminant roads as delineated on the plat are developed.

C-7 ADDITIONAL AGREEMENTS. Any other agreements may be added from time to time by majority concent of the property owners as will benifit the overall plan of the subdivision and promote the happiness of those within.

C-8 DURATION OF COVENANTS. This agreement shall run with the land and shall be deemed to be in effect for the duration of the existance of the HUHNDORF SUBDIVISION and shall be bound to all heirs and assignees of the lands within the subdivision.

PART D: RESIDENTIAL AREA COVENANTS

D-1 LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes, and light commercial, limited to small home type businesses. No building shall be erected, altered, placed or permitted to remain on any lot other than single or multiple family dwellings not to exceed 2-plexes and not to exceed three stories in height and private garages.

D-2 ARCHITECTURAL CONTROL No fence, wall, hedge or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line, unless similary approved upon submission as herein provided.

D-3 DWELLING COST, QUALITY AND SIZE No dwelling shall be permitted on any lot at a cost of less than $65,000.00based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dewellings shall be od a quality of workmanship and materaials substantially the same or better than that which can be produced on the date 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 be not less than eight hundred square feet for a for a one story building, nor less than fourteen hundred square feet for a dwelling of more than one story.

D-4 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 buildinbg shall be located on any lot nearer than forty feet to the front lot line, or nearer than twentyfive to any side street line. No building shall be located nearer than twenty five feet to any interior lot line. For the purpose of this covenant, eaves, steps, and open poarches shall not be considered as part of the building, provided , however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

D-5 CLEARING To insure natural growth screening and esthetics between dwelling structures, no lot shall be clear cut of mature treet more than fifty percent (50%) of the total area except that trees may be thinned and undergrowth cleared.

D-6 SANITARY FACILITIES All sanitary facilities for all dwellings shall be indoor with associated underground disposal systems as approved by the Department of Environmental Conservation, State of Alaska. No outhouse or above ground disposal systems shall be permitted on any lot.

D-7 RE-SUBDIVISION There shall be no re-subdivision of any lots within the subdivision. It being the intent of the developer to allow maximum ground area per structure to provide for the privacy of the owners within.

D-8 EASEMENTS Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the ten feet toward the street of each lot.

D-9 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.

D-10 TEMPORARY STRUCTURES No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanent. The exterior of all homes shall be completed prior to occupancy.

D-11 SIGNS No signs of any kind shall be displayed to the public view on any lot except for one professional sign of not more than three feet square, or one sign of not more thanb five feet square advertiseing the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

D-12 OIL AND MINING OPERATIONS No oil drilling, oil developement operations, oil refining, quarry or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erecrted, placed, maintainerd, or permitted on any lot,nor within one hundred feet of the tract of land owned or controled by the developer or sponser.

D-13 LIVESTOCK No commercial breeding, boarding or raising of animals shall be allowed. Domestic livestock and small animals shall be kept to a minimum number and shall not be allowed to increase in numbers to the detriment of the neighborhood.

D-14 GARBAGE AND REFUSE DISPOSAL No lot shall be used or maintained as a dumping ground for rubish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equiptment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Part e: ARCHITECTURAL CONTROL COMMITTEE:
E-1 MEMBERSHIP The Architectural Control Committee is composed of STANLEY J. HUHNDORF AND CAROLINE C. HUHNDORF. Either may designate or appoint the other to act on each other's behalf in matters pertaining to the enforcement of these covenants. In the event of death of either member of the Committee, the remaining member shall have full authority to designate a successor. At such time as seven or more lots are sold within the subdivision, the property owners association shall designate by majaoity concent succeeding members of the committee and may assume the active part of the committee.

84-003172
20.00
RECORDED FILED
KENAI REC.
DISTRICT
MAR 23 3 30 PM '84
REQUESTED BY Stanley Huhndorf
ADDRESS Box 80 HNRB, Kenai
325240

AMMENDMENT NO 1 and SUPPLEMENT TO
Property Owners Association.
Certificate of ownership and
Protective Covenants and Restrictions
of Huhndorf Subdivision Plat Number
K-82-5 Recorded in Misc. Book_____Page_____,
Kenai Recording District, Third Judical District,
State of Alaska.

WHEREAS, the undersigned being the 100% owners of Huhndorf Subdivision are desirous of deleting all reference to a homeowners association from the above cited covenants and restrictions and:

WHEREAS, no home owners association has ever been formed in Huhndorf Subdivision.

NOW THEREFORE, the express intend and purpose of this document is as follows:

No. 1. Delete the words "Property Owners Association" from the title.

No. 2. Change title of Part C to "Access and Road Use".

No. 3. Delete all of Paragraphs C1, C2, C3, and C4.

No. 4. Change Part E: Architectural Control Committee to read as follows:

E-1 Membership. The Architectural Control Committee is composed of Stanley J. Huhndorf, Sr. and Caroline C. Huhndorf. Either may designate or appoint the other to act on each others behalf in matters pertaining to the enforcement of these covenants. In the event of death of either member of the committee, the remaining member shall have full authority to designate a successor. At such time as seven or more homes are built within the subdivision, the resident owners may designate, by majority consent succeeding members of the committee and may assume the active part of the committee.

Stanley J. Huhndorf, Sr.

Eugene H. Palm

Caroline C. Huhndorf

Debbi Jean Palm

UNITED STATES OF AMERICAN,)
) ss.
STATE OF ALASKA.)

THIS IS TO CERTIFY that on this 28 day of FEBRUARY, 1986, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared EUGENE H. + DEBBI JEAN PALM to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that They signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Richard R. Mueller
Notary Public in and for the State of Alaska

My commission expires 3-2-87, residing at KENAI, ALASKA.

UNITED STATES OF AMERICA,)
) ss.
STATE OF ALASKA.)

THIS IS TO CERTIFY that on this 15 day of MARCH, 1986 before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared STANLEY J. HUHNDORF, SR. + CAROLINE C. HUHNDORF to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that They signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Richard R. Mueller
Notary Public in and for the State of Alaska

My commission expires 3-2-87, residing at KENAI, ALASKA.

86-002811
13

RECORDED FILED
KENAI REC.
DISTRICT

MAR 17 3 25 PM '86

REQUESTED BY Dick Mueller Realty
ADDRESS 399/86 100 Trading Bay #6 Kenai