DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESTRICTIONS AND COVENANTS FOR LAKECREST

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned are the owners of the properties comprising LAKECREST, a subdivision of Government Lot 2, Section 10 and Government Lot 12, Section 3, and all that portion of the SE 1/4 SE 1/4, Section 3, lying South of the Southerly right-of-way of Halbouty Road, all within Township 7 North, Range 11 West, Seward Meridian, Alaska, containing 74.467 acres, more or less, and

WHEREAS, the undersigned, in their desire to assure the contained orderly development of LAKECREST on a high level for the benefit of future property owners and the protection of property values therein, do desire to place on and against all real property within LAKECREST, certain protective covenants, limitations, conditions and restrictions regarding the use and/or improvements of the property located in LAKECREST, the plat of which is recorded in the office of the Recorder of the Kenai Recording District, Third Judicial District, State of Alaska.

NOW, THEREFORE, we, the undersigned hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvement of this property:

1. Mobile homes and camptrailers will be allowed on sites as residences only during the course of construction for a period not to exceed two years. All homes shall be completed within two years from start of construction.
2. There will be no clear cutting or sales of timber.
3. There will be no excavation of gravel for sale.
4. There will be no motorized vehicles permitted on the dedicated hiking and skiing trails.
5. Road maintenance within the subdivision shall be the responsibility of the property owners and/or appropriate governmental agency and not that of the developers.
6. There will be no permanent residences containing less than 1,000 square feet of gross living area allowed on any site.
7. No derelict vehicles or refuse will be permitted to be collected.
8. The Homer Electric Association right-of-ways as designated on the Plat are not ski trails and shall not be used as such from the road to the Lake.

9. No overhead electrical hookups will be permitted with underground service.

10. No noxious or offensive objects or activities will be permitted.

11. Only those water or waste disposal systems approved by Alaska D. E. C. will be permitted.

12. No commercial activities will be permitted except those within the home.

13. Large livestock such as horses or cows will be allowed only on those sites contained 1.4 acres or more and shall be no more than 3 in number.

14. Each lot shall observe a 20' building setback easement.

15. There will be an area containing 1.243+ acres dedicated as park area which will allow access to Barbara Lake and boat storage area for the exclusive use of the subdivision property owners as well as boat launching ramp.

16. No part of any wastewater disposal system shall be placed within 100' of Barbara Lake.

17. A 10' utility easement shall exist along all dedicated right-of-ways.

18. The several hiking and skiing easements are not dedicated to the public, but are for the exclusive use of the subdivision residents and their guests.

19. Direct access from any lot to Halbouty Road shall be prohibited.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for an indefinite period. 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.

DATED this 28 day of August, 1978.

Leroy E. Mack
LEROY E. MACK

Keith A. Ragains
KEITH A. RAGAINS

Sharon J. Mack
SHARON J. MACK

Ramona K. Ragains
RAMONA K. RAGAINS

BOOK 131 PAGE 12
Kenai Recording District

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 28 day of August, 1978, before me, the undersigned, personally appeared LEROY E. MACK and SHARON J. MACK, known to me and to me known to be the persons who executed the foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Gloria R. Church
NOTARY PUBLIC in and for Alaska
My commission expires 11-24-82

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 28 day of August, 1978, before me, the undersigned, personally appeared KEITH A. RAGAINS and RAMONA K. RAGAINS, known to me and to me known to be the persons who executed the foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Gloria R. Church
NOTARY PUBLIC in and for Alaska
My commission expires 11-24-82

78- 007318

AUG 30 10 5. AM '78

KPEC

KPEC #1551 Mail