

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MILLER'S HIDE-AWAY, INC.

W I T N E S S E T H:

WHEREAS, Declarant the owner of certain property in the Kenai Peninsula Borough which is known as MILLER'S HIDE-AWAY SUBDIVISION and is more particularly described as:

Government Lot 6 and North 1/2 together with the Northwest 1/4 Southwest 1/4, Section 13, Township 7 North, Range 12 West, Seward Meridian.

WHEREAS, the power to enforce such conditions, restrictions, reservations and charges is to reside in the MILLER'S HIDE-AWAY HOMEOWNERS ASSOCIATION, an Association created by these presents and consisting of members as defined.

All of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

1. "Association" shall mean and refer to the MILLER'S HIDE-AWAY HOMEOWNERS ASSOCIATION, its successors and assigns.

Whether or not contained in any deed issued subsequent to the date of recordation of this instrument, each grantee of any deed in the properties shall be deemed a member of the Association, subject to all obligations created hereby and

entitled to all rights of such membership as set forth in this Declaration of any by-laws the Association may adopt hereunder. The Association may, from time to time, adopt by-laws. Such by-laws, to be effective, must be approved by a two-thirds majority of the members.

2. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Living Unit" shall mean any structure or portion of a structure situated upon the properties designed and intended for use, occupancy and ownership as a residence by a single family.

4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

*TRACT A, TRACT B  
LOT 6, BLOCK 3*

All owners of any Lot or Lots shall be equally responsible for payment of any real property taxes on any parcels in the Common Area.

6. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

7. "Declarant" shall mean and refer to

MILLER'S HIDE-AWAY, INC.

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. the right of the Association to suspend the voting rights and right to use the Common Area by an owner for any period during which any assessment against his Lot remains unpaid.

VOTING RIGHTS  
MEMBERSHIP

1. Every owner of each Lot shall be a member of the Association.

2. The owner of each Lot shall be entitled to one vote for each Lot owned by him. Voting rights will remain at all times with the owner of each Lot.

3. The Association shall elect a President and Secretary-Treasurer at each annual meeting. Until the first annual meeting, the initial President shall be Ronald Miller, Jr. and the Secretary-Treasurer shall be *Sue J. Miller*

The mailing address for the Association shall be:

*SR 1, Box 1230  
KENAI, ALASKA 99611*

The Association President is authorized to approve minor variations in these covenants provided that such approval be in writing and signed by the President of the Association.

COVENANT FOR ROAD MAINTENANCE

1. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association an annual fee to be determined by majority vote of the Association, an amount sufficient to reasonably and adequately provide for road

maintenance throughout the properties. Such charges shall be made by the Association annually and each Owner of each Lot shall, within thirty days of the annual meeting of the Association shall pay the road maintenance fee to the Association.

COVENANTS GOVERNING LAND USE

1. No Lot shall be used except for residential purposes; no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage. Notwithstanding the foregoing,

*Lot 3, Block 1 for possible commercial use.*

No trailers or mobile homes will be allowed.

2. No dwelling shall be smaller than 1200 square feet on the main floor if it is a two story structure. Minimum of 1800 square feet if it is a one story structure. The purpose of the restrictions is to assure that all dwelling units shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded.

3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The use of motorized vehicles shall be limited to ingress and egress. No racing, joyriding or other similar use of motor vehicles at any place in the Subdivision is permissible.

4. No animals, livestock, or poultry, dogs, cats or other normal household pets may be kept, bred, or maintained for any commercial purposes; no more than two dogs of sled-type breed may be maintained.

5. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers which are sheltered and kept from public view. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

6. No building shall be located on any Lot nearer than twenty (20) feet from the front lot line, nearer than twenty feet (20) to any side lot line or nearer than twenty feet (20) to the rear of lot line. No building shall be located on any Lot nearer than forty feet (40) to the main road, with the exception of Lot 9, Block 3.

7. No owner shall be permitted to completely clear a Lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as maximum natural beauty and esthetic value of the trees is retained.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

9. No oil or gas drilling, no oil or gas development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted on any Lot.

10. The Common Area is reserved to retain the existing natural vegetation for use and enjoyment by the members of the Association. No use of the Common Area by any member of the Association which is contrary to this purpose shall be permitted.

11. Any dwelling shall be completed externally within one (1) year of the date of excavation or other commencement of construction.

12. No out board motors on Sugarene or Millie Lake.

Date 14 July 1980

Ronald F. Miller Jr

Miller's Hide-Away, Inc.

Ronald F. Miller, Jr.,

President

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT)

Ronald F. Miller, Jr., appeared before me, the undersigned Notary Public in and for Alaska, on this 4th day of August, 1980, at Kenai, Alaska. I know him to be the President of Miller's Hide-Away, Inc., an Alaskan corporation. He said that he knew the contents of the foregoing instrument and acknowledged the same to be the act of said corporation, done by authority of its Board of Directors.

Witness my hand and official seal.

Glenn White

Notary Public in and for Alaska  
My commission expires: 3/12/82

80-004009  
2300

RECORDED FILES  
KENAI REC.  
DISTRICT

AUG 4 11 33 AM '80  
RECORDED BY Ron Miller  
ADDRESS 4 Rt 1 Box 1230 Kenai