

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE BLUFF SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by VERNON ENBERG AND ALICE ENBERG, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property more particularly described as

Lots 1-13, inclusive, Block One; Lots 1-19, inclusive, Block Two; Lots 1-9, inclusive, Block Three, and Lots 14-20, inclusive, Block Three, Pine Bluff Subdivision, according to Plat No. 85-144, located in the Kenai Recording District, Third Judicial District, State of Alaska, hereinafter referred to as the property.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following 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, successor, and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property.

Section 2. "Property" or "Subdivision" shall mean and refer to that certain property hereinabove described, and such additions thereto as may be hereinafter made by Declarant.

Section 3. "Lot" shall mean and refer to each of the lots referred to in the property hereinabove described.

COVENANTS, CONDITIONS, & RESTRICTIONS

Effective Date. These covenants, conditions and restrictions become effective on the date they are recorded in the Kenai Recording District, and shall run with and bind the land for a term of twenty-five (25) years thereafter, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the than owners of the lots has been recorded terminating the covenants, conditions and restrictions.

Land Use And Building Types. No lots, with the exception of Lots 1, 2, 3, 4, 5 and 6, Block One and Lots One and 2, Block Two, shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. All construction shall be to FHA standards or better except that all foundations shall be concrete or concrete block.

DWELLING SIZE, COST AND QUALITY. No dwelling shall be permitted on any lot at an appraisal value of less than \$60.00 per square foot based upon September, 1985 value, it being the intention and purpose of those covenants, conditions, and restrictions to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum appraisal value stated herein at the minimum permitted dwelling size. The ground floor of the main structure first floor (exclusive of one story open porches and garages) shall be not less than eight hundred square feet for a one story dwelling, and no less than sixteen hundred feet for a dwelling of more than one story.

BUILDING LOCATION. No building shall be located on any lot line nearer to the front lot line or nearer to the street line than the minimum building set back set forth on the

recorded plat. No building shall be located nearer than twenty feet to any interior lot line.

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

SANITARY FACILITIES. All dwellings shall have indoor sanitary facilities and underground disposal systems constructed in accordance with applicable laws and regulations. No out-house or above ground disposal system shall be permitted on any lot.

RESUBDIVISION. No lot may be subdivided. Adjacent lots may be combined to create larger tracts.

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.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanent except mobile home trailers shall be allowed for a period of eighteen months while a permanent dwelling structure is in the process of being constructed. Construction of a permanent dwelling must be commenced within one month after a mobile home trailer is moved upon the lot and shall be completed within eighteen months after the start of construction.

All exterior construction shall be completed within eighteen months after start of construction.

ANIMALS, LIVESTOCK, POULTRY, ETC. No animals, livestock nor poultry shall be permitted in the subdivision. No dog teams are allowed in the subdivision. Dogs, cats and other household pets (provided they are not kept for commercial

purposes) are permitted, except that no more than two dogs or no more than two cats shall be permitted upon any lot. All pets shall be restrained.

AUTOMOBILES, ETC. All automobiles, motor vehicles, recreational vehicles, and equipment shall be parked off of the subdivision streets, kept within the boundaries of their owner lots, and shall have current license plates as required by law. No junk automobiles, junk motor vehicles, junk recreational vehicles or junk equipment are allowed in the subdivision.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish be allowed to accumulate nor remain thereon. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

AMENDMENT. These covenants, conditions and restrictions may at any time be amended, in whole or in part by a recorded instrument signed by a majority of the then owners of the lots, including Declarant.

TRAIL ACCESS ONLY. No road shall be constructed upon Lots 1-9, inclusive, Block Three nearer to the Kenai River than the "top of Bluff" line depicted upon the subdivision plat (Flat No. 85-144) and in any event, no closer than two hundred feet to the lot line fronting on the Kenai River. Access to the Kenai River upon said lots shall be by trail only.

RIVER ACCESS. The owner of lots in the subdivision are hereby granted a non-exclusive easement for right of way over, upon and across Lots One (1), Block One (1), Enberg Subdivision, Kenai Recording District at such location(s) as the owner of said lot may time to time determine for the purpose of access to the Kenai River. This non-exclusive easement may be terminated in declarant's discretion provided that at the time of termination the State of Alaska or Kenai Peninsula Borough shall furnish public access to the Kenai River within one-half mile radius of the subdivision.

SEVERABILITY. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.

ENFORCEMENT. Any lot owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, or restrictions now or hereafter imposed upon the property.

OIL, GAS AND VALUABLE MINERALS. All surface and subsurface rights to oil, gas and valuable minerals are expressly reserved to Declarant.

DATED at Anchorage, Alaska this 29TH day of September 1985.

Vernon Enberg
Vernon Enberg

Alice Enberg
Alice Enberg

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)



THIS IS TO CERTIFY that on this 29th day of September 1985, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Vernon Enberg and Alice Enberg, to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first hereinabove mentioned.

85-011733
20

Grace Merkes
Notary Public in and for Alaska
My Commission Expires: 6-7-87

RECORDED FILED
KENAI REC.
DISTRICT

SEP 30 9 15 AM '85
REQUESTED BY Vernon Enberg
ADDRESS 397154 Box 442 Sterling 672

AMENDMENT # 1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE BLUFF SUBDIVISION

VERNON ENBERG and ALICE ENBERG, hereinafter referred to as "Declarant", owners of a majority of the lots in Pine Bluff Subdivision, do hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE BLUFF SUBDIVISION dated September 29, 1985, 1985 and recorded September 30, 1985, 1985 at Book 0271, Page 763, Kenai Recording District, Third Judicial District, State of Alaska, by adding the following restrictions, covenants and conditions thereto:

POWER/UTILITY/TELEPHONE. All power, utility and telephone lines and service shall be installed underground.

CULVERTS. It shall be the responsibility of each owner to install, maintain, and repair as necessary driveway culverts.

DATED this 13 day of December, 1985.

Vernon Enberg (Signature)

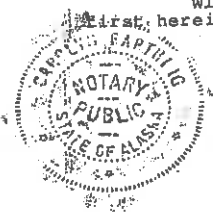
Alice Enberg (Signature)

ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 13th day of December, 1985, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Vernon Enberg and Alice Enberg, to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first hereinabove mentioned.



Carolee Swartz (Signature)
Notary Public in and for Alaska
My Commission Expires 12-31-88

85-015326

RECORDED FILES
KENAI REC. DISTRICT

Dec 17 2 30 PM '85

REQUESTED BY Vernon Enberg
ADDRESS 6242 Sterling 99672
598132

AMENDMENT #2 TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE BLUFF SUBDIVISION

VERNON ENBERG and ALICE ENBERG, herinafter referred to as "Declarant", owners of a majority of the lots in Pine Bluff Subidivision, do hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE BLUFF SUBDIVISION dated September 29, 1985, 1985 and recorded September 30, 1985, 1985 at Book 0271, Page 763, Kenai Recording District, Third Judicial District, State of Alaska as follows:

The paragraph at page 2 entitled DWELLING SIZE, COST AND QUALITY is amended to read as follows:

DWELLING SIZE, COST AND QUALITY. No dwelling shall be permitted on any lot at an appraisal value of less than \$60.00 per square foot based upon September, 1985 value, it being the intention and purpose of these covenants, conditions and restrictions to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum appraisal value stated herein. The ground floor of the main structure first floor (exclusive of one story open porches and garages) shall be not less that eight hundred square feet.

The following paragraph is added:

RESTRICTION ON USE OF DECLARANT'S ADJACENT PROPERTY.
Declarant owns the following described unsubdivided realty which is adjacent to Pine Bluff Subdivision:

That certain 8.241 acres Unsubdivided Remainder as shown on Plat No. 85-144, located in the Kenai Recording District, Third Judicial District, State of Alaska

hereinafter referred to as the adjacent property. Declarant, for themselves, their successors and assigns agree that so long as these Covenants, Conditions and Restrictions bind Pine Bluff Subdivision the adjacent property when and if developed or subdivided shall be subject to the same Covenants, Conditions and Restrictions as Pine Bluff Subdivision.

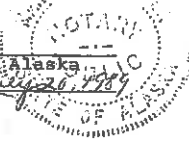
Vernon H. Enberg Alice Enberg
Vernon Enberg Alice Enberg

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7th day of February, 1987, before me that undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Vernon Enberg and Alice Enberg, to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first hereinabove mentioned.

Joan Ann Arnold
Notary Public in and for Alaska, A.C.
My Commission Expires: July 26, 1989


RETURN To:
V. H. ENBERG
P.O. Box 442
STERLING AK 99672

87-001329
13-

RECORDED FILED
KENAI REC.
DISTRICT

FEB 12 2 41 PM '87
REQUESTED BY V. ENBERG
ADDRESS 442 205

AMENDMENT #3 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE BLUFF SUBDIVISION

VERNON ENBERG and ALICE ENBERG, hereinafter referred to as "Declarant", owners of a majority of the lots in Pine Bluff Subdivision, do hereby amend the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE BLUFF SUBDIVISION dated September 29, 1985 and recorded September 30, 1985 at Book 0271, Page 763, Kenai Recording District, Third Judicial District, State of Alaska and Amendments #1 and #2 thereto, as follows:

Whereas certain of the lots in Pine Bluff Subdivision have been replated, the corrected legal description as to the property to which these covenants, conditions and restrictions apply is more particularly described as:

Lots 1-13, inclusive, Block One; Lots 1-19, inclusive, Block Two; Lots 1-9, inclusive, Block Three, Pine Bluff Subdivision, according to Plat No. 85-144, located in the Kenai Recording District, Third Judicial District, State of Alaska.

Lots 14A, 15A, 16A, 17A, 18A and 20A, Block Three, Pine Bluff Subdivision No. 2, according to Plat No. 88-096, located in the Kenai Recording District, Third Judicial District, State of Alaska.

[Signature of Vernon Enberg]
Vernon Enberg

[Signature of Alice Enberg]
Alice Enberg

ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

BOOK 0340 PAGE 111

THIS IS TO CERTIFY that on this 9th day of January, 1989, before me the undersigned, a Notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Vernon Enberg and Alice Enberg, to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first hereinabove mentioned.

Kathleen Jean Buzgala
Notary Public in and for Alaska
My Commission Expires: 5-11-1989

Return To:
V.H. ENBERG
P.O. Box 442
STERLING AK
99672

89-193

RECORDED - FILED 13
Kenai REC. DIST.
DATE <u>Jan 9</u> 19 <u>89</u>
TIME <u>1:35</u> P.M.
Submitted by <u>V.H. Enberg</u>
Witness <u>59113</u>