

COVENANTS & RESTRICTIONS
RHODES ESTATES
PLAT Slc-57

This declaration, made and dated this 20th day of March, 1986, by Dayton Child of Homer, Alaska, as the "Covenants and Restrictions", to be recorded in the Kenai Recording District, Third Judicial District, State of Alaska, which pertains to the following described real property:

Rhodes Estates, 87.911 acres m/1 situated within the S 1/2 SW 1/4 lying west of the Cohoe Loop R/W Sec. 36 and SE 1/4 lying west of the Cohoe Loop R/W, Sec. 36 T3NR12W S.M. AK and the Kenai Peninsula Borough consisting of Lots 4 through 45 and Tract A. (Hereinafter the "Sub-division").

All of the lots within Rhodes Estates 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 the lots within the "Subdivision" and to assure property owners within the subdivision of a pleasant and sanitary neighborhood in which to live and build their homes.

1. Land Use and Building Type. The property in the Subdivision shall not be used for any purpose other than the construction of residential or recreational dwellings. No more than two families may reside on any lot. No commercial activities shall be permitted. Neither will there be permitted any conduct, enterprises or usage that may create a nuisance, be unlawful or detrimental to the peace, dignity or value of the lot or any other lots in the subdivision. It is further understood that the keeping of partially dismantled vehicles, junked cars, or unused equipment or building materials on the premises is prohibited unless such vehicles are being used for transportation.

No lot shall be more than 50% cleared, except that trees may be thinned and undergrowth cleared. Nor shall any lot be used for a gravel source.

It is the intention and purpose of these covenants to assure that all dwellings are of good quality workmanship and materials. Structures, whether recreational or residential shall be constructed in keeping with the federal housing administration minimum property standards and exterior to be finished one (1) year from date of commencement.

No lot shall be used as a trailer park or court. However, this shall not prohibit a lot owner from using their lot during the summer months or a trailer for recreational or living purposes during the summer months.

2. Building/Location. No building shall be located on any lot nearer than twenty (20) feet to any property line.

3. Resubdivision. No lot shall be permitted to be resubdivided into a smaller parcel. However, lots may be resubdivided and platted into larger parcels.

4. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste 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.

5. Water Supply. Any individual water supply system shall be installed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

6. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot within thirty (30) feet of an adjoining lot boundary line, nor shall such system be installed unless it is installed, located and constructed in

accordance with the requirements of the Alaska Department of Environmental Conservation. All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouse or above-ground disposal systems shall be permitted on any lot.

7. Parking of Certain Commercial Vehicles and Heavy Equipment Restrictions. No commercial equipment, such as crawler type tractors, earth moving machines, backhoes and mechanized shovels may be parked overnight within the Subdivision except during the period that such equipment may be in actual use in developing individual lots within the subdivision. It is provided further that no large commercial trucks shall be parked overnight within the Subdivision, except what is commonly regarded as pickup trucks and small commercial vans of similar size.

8. Pets and Animals. No more than two dogs shall be kept on any lot within the Subdivision. The keeping of domestic pets shall be allowed; however, the raising of animals for commercial purposes shall be prohibited.

9. General Provisions. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date those covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however that these covenants shall be subordinate to existing or subsequent laws or regulations of the Kenai Peninsula Borough or any other authority.

10. Enforcement. Enforcement shall be by proceeding at law or equity against any person or persons violating or

attempting to violate any covenant by a suit or restrain violation and to recover damage.

11. Severability. Invalidation of any one of those covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 20th day of March, 1986..

By: Dayton Child George Child By
Dayton Child
George Child, By His Atty-in-Fact,

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 20th day of March, 1986, before me, the undersigned, Notary Public in and for the State of Alaska, personally appeared Dayton Child, known to me to be the individual named in the foregoing document and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein contained.

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

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 70th day of March, 1986, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared DAYTON CHILD, to me known and to me known to be the person named in the foregoing instrument and also known to me to be the person whose name is subscribed as Attorney-in-Fact for GEORGE CHILD, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

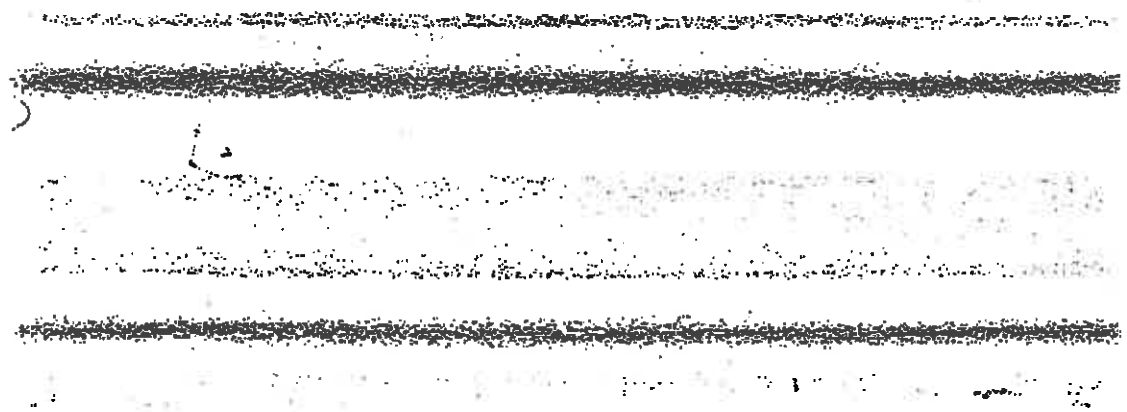
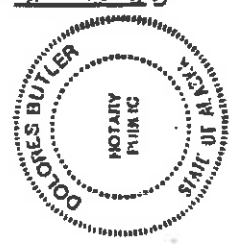
WITNESS my hand and official seal the day and year in this certificate first above written.

Dolores Butler
Notary Public for Alaska
My Commission Expires: 8-22-88

86-003198

22-
~~RECORDED~~
GENERAL REC.
DISTRICT

MAR 26 9 56 AM '86
REQUESTED BY LITA
ADDRESS _____



Amendment to Declaration of Covenants and
Restrictions of Rhodes Estates PLAT 86-57

Rhodes Estates, 87.911 acres m/l situated within the S 1/2 SW 1/4
lying west of the Coho Loop R/W Sec. 36 and SE 1/4 lying west
of the Coho Loop R/W, Sec. 36 T3NR12W S.M. AK and the Kenai
Peninsula Borough consisting of Lots 4 through 45 and Tract A.
(Hereinafter the "Subdivision").

This instrument is an amendment to the Declaration of Covenants
and Restrictions of the Rhodes Estates Subdivision of Kasilof
Ak., which is recorded in Book 0283 Page 469 of the Kenai Record-
ing District, Third Judicial District, State of Alaska. March, 26, 1986.

The amendment is as follows:

Paragraph 1, Page 1, Land Use and Building Type.

Commercial activity shall be permitted on Lots, 26, 27, 28, 29,
30, 31, 32, 33, 1, 2, 3, 4, 5, and 6.

Dated this 10th day of September 1990.

Rhodes Estates
Child and Child

Dayton Child
Dayton Child Co-Owner

George Child
George Child Co-Owner
P.O.A.

811 AK ST
APT 2 KENAI

State of Alaska) as
Third Judicial District)

BOOK 0371 PAGE 249

This foregoing instrument was acknowledged before me :
this 14 day of September, 1990 by Dayton Child, Co-Owner
of Rhodes Estates

Christine M. Smith
My Commission expires 1/22/94

State of Alaska) as
Third Judicial District)

This foregoing instrument was acknowledged before me
this 14 day of September, 1990 by George Child, Co-Owner
by Dayton Child P.O.A. of Rhodes Estates

Christine M. Smith
My Commission expires 1/22/94

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date those covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however that these covenants shall be subordinate to existing or subsequent laws or regulations of the Kenai Peninsula Borough or any other authority.

Recorded owners of property in Rhodes Estates.
I have read the amendment and agree to the change.

Lots 2 and 10, owned by John Hansen.

John Hansen
John Hansen

[Signature]
My Commission expires 8-2-92

Lot 20, Owned by Rick Randall

Rick Randall

My Commission expires _____

Lot 30, Owned by Marilyn Daugherty

Marilyn Daugherty
Marilyn Daugherty

[Signature]
My Commission expires 12-2-92

Lot 22, Owned by Terrance Wallace.

Terrance Wallace

My Commission expires _____

Lot 21 Owned by Judy Treen.

Judy Treen

My Commission expires _____

Lot 6, Owned by Angelo Toci.

Angelo Toci
Angelo Toci

Mary M. Rusk
My Commission expires 8-2-92



Lot 23. Owned by Paul Velsko.

Paul Velsko My Commission expires _____

Lots 24 and 25 owned by Bill Butler

Bill Butler My Commission expires _____

Lot 34 owned by Clyde Woodhead.

Clyde Woodhead My Commission expires 07-1-93
~~Madeline Woodhead~~

Lots 26, 27, 28, 29, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 1, 3, 4, 5, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19 are owned by Dayton and George Child.

Dayton Child My Commission expires _____

George Child My Commission expires _____

90-6451
KELLY REC 23-
DISTRICT
REQUESTED BY DC/ks
595893
'90 SEP 14 AM 11 10

Amendment to Declaration of Covenants and Restrictions of Rhodes Estates PL 15-96-57

Rhodes Estates, 87.911 acres +/- situated within the 1/2 lot lying west of the Coho Loop R/W Sec. 36 and SE 1/4 lying west of the Coho Loop R/W, Sec. 36 T3N R12W S.M. AK and the Seward Peninsula Borough consisting of Lots 4 through 45 and Tract A. (Hereinafter the "Subdivision").

This instrument is an amendment to the Declaration of Covenants and Restrictions of the Rhodes Estates Subdivision of Seward Ak., which is recorded in Book 0283 Page 469 of the Public Recording District, Third Judicial District, State of Alaska, March, 26, 1988.

The amendment is as follows:

Paragraph 1, Page 1, Land Use and Building Type.

Commercial activity shall be permitted on Lots, 26, 27, 28, 29, 30, 31, 32, 33, 1, 2, 3, 4, 5, and 6.

Dated this 10th day of September 1990.

Rhodes Estates
Child and Child

Dayton Child
Dayton Child Co-Owner

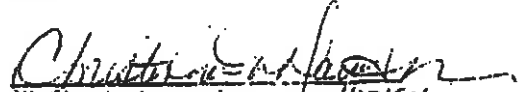
George Child
George Child Co-Owner
G.O.A

811 AUK ST
APT 2 KENAI ~~AK~~

State of Alaska)
Third Judicial District) ss


BOOK 0371 PAGE 253

This foregoing instrument was acknowledged before me
this 14 day of September, 1990 by Dayton Child, Co-owner
of Rhodes Estates


My Commission expires 1/22/94

State of Alaska)
Third Judicial District) ss

This foregoing instrument was acknowledged before me
this 14 day of September, 1990 by George Child, Co-owner
by Dayton Child F.O.A. of Rhodes Estates


My Commission expires 1/22/94

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however that these covenants shall be subordinate to existing or subsequent laws or regulations of the Kenai Peninsula Borough or any other authority.

Recorded owners of property in Rhodes Estates.
I have read the amendment and agree to the change.

Lot 2 and 10, owned by John Hansen.

John Hansen

My Commission expires

Lot 20. Owned by Rick Kendall

Rick Kendall

My Commission expires

Lot 30. Owned by Marilyn Daugherty

Marilyn Daugherty
Marilyn Daugherty

Christina New
My Commission expires 1/22/94

Lot 22. Owned by Terrence Wallace.

Terrence Wallace
Terrence Wallace

Carol Joyce
My Commission expires Postmaster

Lot 21 Owned by Judy Treen.

Judy Treen
Judy Treen

Carol Joyce
My Commission expires Postmaster

Lot 6. Owned by Angelo Toci.

Angelo Toci

My Commission expires



Page 2 of Owner Agreements of change to Covenants

BOOK 0371 PAGE 255

Lot 23. Owned by Paul Veisko.

Paul Veisko _____ My Commission expires _____

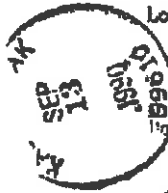
Lots 24 and 25 owned by Bill Butler

Bill Butler _____ My Commission expires _____

Lot 34 owned by Clyde Woodhead.

Clyde Woodhead _____ My Commission expires _____

Lots 26,27,28,29,30,32,33,35,36,37,38,39,40,41,42,43,44,45,1,3,4,5, 7,8,9,11,12,13,14,15,16,17,18,19 are owned by Dayton and George Child.



Dayton Child _____ Carol Joyce _____
My Commission expires POSTMASTER

George Child _____ Christina Adams _____
My Commission expires 1/23/94

90-8452

KENAI REC 19-
DISTRICT
REQUESTED BY Childs
595893

'90 SEP 14 AM 11 10

