DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESTRICTIONS AND COVENANTS FOR INLET VIEW SUBDIVISION, THIRD ADDITION, PART TWO KENAI, ALASKA

KNOWN ALL MEN BY THESE PRESENTS:

HALL CONSTRUCTION, INC. an Alaskan Corporation, comprised of JESS L. HALL and CLINT D. HALL, being the owners of the real property contained in and known as,

INLET VIEW SUBDIVISION, Third Addition, Part Two, according to Plat No. 86-190, located in Section 4, Township 5 North, Range 11 West, Seward Meridian, Lots Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Block Eight and Lots Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Block Seven, inclusive. KENAI RECORDING DISTRICT.

have established a general plan for the improvement and development of such real property, and do hereby establish the conditions, restrictions and covenants upon which and subject to which all lots or portions of such real property shall be improved, or sold and conveyed, as owners thereof. Each and every one of these conditions, restrictions and covenants is and are for the benefit of each owner of land in such real property or any interest therin, and shall inure to and pass with each and every parcel of such real property, and shall further bind the respective grantees, successors and assigns of the present owners. These conditions, restrictions and covenants are, and each thereof is, imposed upon each parcel or lot of such real property, all of which are to be construed as restrictive covenants running with the land, to wit:

1. Land use ad Building Type.

No lot or other part of the realty described above shall be used for any purpose except as may be specifically noted herein or on a subsequently filed plat.

2. Architectural Control.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications plus a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with esisting structures, and as to location with respect

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to topography and finish grade elevation. And, no fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved or nearer any street than the front of the house unless similarly approved. Approval shall be secured as provided in paragraph 14 hereunder. In no event shall any building be erected, placed, or altered on any lot in violation of any building or zoning law and code of the City of Kenai.

3. Dwelling Cost and Quality.

No dwelling shall be permitted on any lot at a cost or equivalent to value of less than Fifty Five Thousand Dollars ($55,000.00), based upon cost levels prevailing on the date of these conditions, restrictions and covenants are recorded, it being the intention and purpose of such conditions, restrictions and covenants 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 such conditions, restrictions and covenants are recorded at the minimum cost stated herein.

4. Building Location.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum setback lines as allowed by City of Kenai ordinances.

(b) No dwelling shall be located on any lot nearer than 15 feet to the rear lot line. This restriction shall not apply to those lots located on the bluff and fronting on Rogers Road.

(c) For the purposes of these conditions, restrictions and covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the building front line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

6. Easements.

Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

7. Nuisances.

No noxious or offensive activites shall be carried on upon any lot, nor shall anything be done theron which may be or may become an annoyance or nuisance to the neighborhood.

8. 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 temporarily or permanently.

9. Multi-Family Structures

No structure which contains three or more residential units may be constructed on any lots.

10. Signs.

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

11. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. And further provided that no more than one dog of sled type breed may be maintained and all dogs shall be restrained as necessary, to prevent their becoming nuisances.

12. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the disposal or storage of such material shall be kept in a clean and sanitary condition. No garbage shall be kept on the street except on the pick-up day and shall be covered at all times. No burning of garbage in incinerators will be permitted.

13. Water Supply.

No individual water supply system shall be permitted on any lot.

14. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations of between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the

street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitation shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Architectural Control Committee.

(a) Membership. The Architectural Control Committee shall be composed of:

Jess L. Hall
Clint D. Hall

and any person or persons designated by Jess L. Hall and Clint D. Hall. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time after July 1, 1990, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from or restore to such committee, any of its powers and duties.

(b) Procedure. The committee's approval or disapproval as required in these conditions, restrictions and covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications

have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relevent covenants, conditions and restrictions shall be deemed to have been fully complied with.

16. Trees.

No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared for construction, and trees may be thinned so long as maximum natural beauty and esthetic values of such trees are retained.

17. Resubdivision.

The area of the lots herein described shall not be reduced in size by resubdivision, except that owners of three (3) contiguous lots may divide the inner lot, or middle lot, thus increasing the size of the two remaining lots which shall then be treated for all purposes pertinent to these conditions, restrictions and covenants as enlarged single lots.

18. Term.

These conditions, restrictions and 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 conditions, restrictions and covenants are recorded, after which time said conditions, restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said conditions, restrictions and covenants in whole or part.

19. Remedies for Violations - Invalidations.

For a violation or breach of any of these conditions, restrictions or covenants by any person claiming by, through or under the Owner, or by virtue of any judicial proceedings, the Owner and the lot owners or any of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Owner shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these conditions, restrictions and covenants exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of these conditions, restrictions or covenants shall not bar their enforcement.

20.

No drilling for oil or gas or related substances and no penetration for mining purposes shall be made in any lot except such entry be more than 250 feet below the surface and without damage to the surface and the improvements thereon and no pump, tank, storage facility, mining equipment apparatus, dump or any accounterment to oil, gas, or mining exploration or production shall be permitted on any lot.

21. Amendment.

The terms of this declaration and Establishment of conditions, restrictions and covenants for the Inlet View Subdivision, Third Addition, may be amended at any time in writing approved by the owners of two-thirds (2/3) of the lots in the Subdivision, which signatures must be acknowledged before a Notary Public.

22. Waiver

Any delay or omission on the part of the Owner, or its successors or assigns, or the owners of other lots or parcels in the Inlet View Subdivision, Third Addition, in excercising any rights, powers, remedy or remedies provided by law or herein in the event of any breach of the conditions, restrictions and covenants herein contained shall not be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Owner for or on account of its failure to bring any action on account of the breach of these conditions, restrictions and covenants, or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEROF, Hall Construction, Inc. has caused these presents to be signed by its officers on the 16th day of September, 1986 at Kenai, Alaska.

HALL CONSTRUCTION, INC.

BY Clint D. Hall
Clint D. Hall, President

BY Jess L. Hall
Jess L. Hall, Vice-President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 16th day of September 1986, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Clint D. Hall and Jess L. Hall known to me and to me known to be the persons doing business as HALL CONSTRUCTION, Inc. who executed the foregoing instrument, and they acknowledged to me that they signed and sealed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said company for the uses and purposes therin set forth.

WITNESS my hand and official seal.

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Notary Public in and for Alaska
My Commission expires: 10/31/89