

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

TOLUM SUBDIVISION

THIS DECLARATION, made on the last date below by the undersigned, owners of lots in TOLUM SUBDIVISION, according to Plat No. 84-84, in the Kenai Recording District, Third Judicial District, State of Alaska, hereafter "Declarants";

WHEREAS, said Declarants are owners of said property, which they desire to subject to certain restrictions, conditions, covenants and agreements between themselves and the grantees of said property, as hereinafter set forth;

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property described below. These covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. Said covenants shall cover the following described real property:

All lots in Block 1; Lots 1, 2, 3, 4 in Block 2; Lots 1, 2 and 3 in Block 3; and Lots 1, 2, 3 and 4 in Block 5, TOLUM SUBDIVISION, according to Plat No. 84-84, in the Kenai Recording District, Third Judicial District, State of Alaska.

1. LAND USE:

(a) No lot shall be used except for residential purposes.

(b) No fence exceeding six (6) feet in height shall be erected on any lot.

2. BUILDINGS ALLOWED:

(a) No trailers, mobile homes, quonset huts or quonset type buildings will be permitted. All houses shall be

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on permanent foundations. The exterior of any house or outbuilding shall not be left unfinished for a period of more than 18 months from start of construction. All buildings shall be kept neat in appearance. All lots shall be restricted to single family dwellings except that caretaker or guest apartments may be permitted provided they are under the same roof or attached to the dwelling. There shall be no camping or use of temporary quarters of any kind at any time except that travel trailers or motor homes may be used during construction if proper sanitary facilities are provided (outhouses not included) but not to exceed eighteen months from the time construction starts.

(b) No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single family dwelling not to exceed forty five feet (45') in height, with a minimum size of one thousand (1,000) square feet of living area.

(c) Storage buildings and warehouses not exceeding one thousand (1,000) square feet in size may also be constructed as long as the construction and appearance is in conformity with the residential structure.

(d) It is the desire the Declarants that all exterior roofing of any and all buildings including garages, outbuildings, storage buildings, etc. shall be constructed of non-reflective material of subdued colors; however, it shall be understood that no reflective metal, plastic or plain tarpaper roofs shall be allowed.

3. TEMPORARY STRUCTURES: No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as permanent living quarters; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, as long as active construction on the

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permanent dwelling is in progress, but shall be removed within six (6) months of the occupation of the permanent dwelling.

4. BUILDING SET BACK LINES: No building shall be located on any site less than twenty five (25) feet from any road or street fronting line, nor less than twenty (20) feet from any property line. The building set-backs shall be used for utilities. Minimum eighteen inch (18") culverts to conform to borough code will be installed in each driveway as required to assure adequate drainage.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and within all road easements. Within these easements, no structure, planting or other materials shall be placed or permitted which may damage or interfere with the installation and maintenance of utilities.

6. ROADS AND ROAD RIGHT-OF-WAY: Roads and road right-of-ways may be roughed in by the Declarants; however, it will be the responsibility of the Grantees for the construction and continued upkeep of the roads and road right-of-ways.

7. UTILITIES: All on-site utilities shall be buried underground from property line to structure.

8. PET REGULATIONS: No animals or livestock, including cattle, swine, or goats, shall be kept on any lot except that pets and poultry may be kept provided they are restrained upon the parcel by whatever means are necessary and not bred or maintained for commercial purposes; provided they are properly cared for and provided they do not create a nuisance in the neighborhood.

9. NUISANCES: No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon that may be or may become an annoyance or nuisance or an instrument of devaluation to the neighborhood. In particular, no airplanes, recreational vehicles, snow machines or

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motorcycles shall be operated on the lots without proper mufflers and supervision. No owner shall permit or cause anything to be done or kept upon the lots which will obstruct or interfere with the rights of other owners, nor may any owner commit or cause any illegal act to be committed thereon.

10. VEHICLES: Recreational vehicles may be parked only on the lot of the owner. No part of the property shall be used for storage of junk, including, but not limited to automobiles, trucks, airplanes, snowmachines, all terrain vehicles, equipment or machinery which is held for parts or salvage or inoperative; nor may any part of the property be used for a dumping ground or gravel pit. Trash, garbage and other waste shall be kept in sanitary containers and disposed of in accordance with borough regulations.

11. PARKING: Offstreet parking shall be provided on each lot in order that streets may be kept clear.

12. RUBBISH REMOVAL: No portion of the property shall be used for the storage of building materials, refuse or any other materials other than in connection with construction and only until said construction is completed. There shall be no exterior fires whatsoever except those contained within receptacles therefor.

13. SIGNS: No signs, posters, displays, or other advertising devices of any character shall be erected or maintained on, or shown or displayed from the residences or lots; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs and mail boxes may be maintained by the owner.

14. TIMBER: No standing timber shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings or that which is necessary and

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reasonable to remove hazardous and dangerous timber or for the clearing of access roadways on any lot.

15. TERM: All of the restrictions, conditions, covenants and agreements shall effect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of lots has been recorded, agreeing to change said covenants in whole or in part. Such change may occur during the first ten (10) year period.

16. ENFORCEMENT: Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. The undersigned and any person hereinafter having any right, title or interest to any part of said property shall have the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation, including attorney's fees.

17. SUBORDINATION: It is further provided that any breach of these conditions or any action or proceeding undertaken by reason thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the said premises or any part thereof; provided, however, that these covenants and conditions shall be binding and effective against any owner of the said premises whose title thereto is acquired by foreclosure, trustee sale or otherwise.

18. SEVERABILITY: Invalidation of any one or more of these covenants by judgment or court order shall in no way

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affect any of the other provisions which shall remain in full force and effect.

19. AMENDMENT: Declarants reserve the right to amend these restrictions from time to time as conditions deem necessary. Any such amendment shall be in writing, signed, notarized and recorded.

DATED this 10th day of July, 1984.

SIGNATURE OF OWNERS:

84-008504

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KENA REC.
DISTRICT

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REQUESTED BY Brian A. Swett
ADDRESS Mary Shepherd
326639 PO. Box 4920
Nome, AK 99603

Jim Shepherd
JIM SHEPHERD

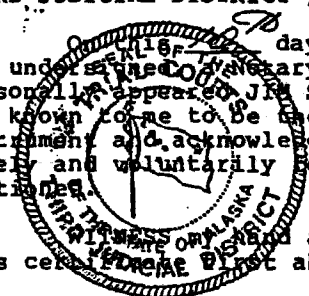
Mary Shepherd
MARY SHEPHERD

Brian Swett
BRIAN SWETT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 10th day of July, 1984, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JIM SHEPHERD and MARY SHEPHERD, to me known and known to me to be the persons named in the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

this certificate first above written.

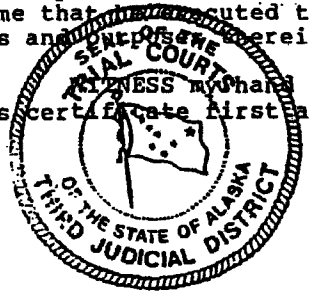


[Signature]
Notary Public for Alaska
My Commission expires: Continuation

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 10th day of July, 1984, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared BRIAN SWETT, to me known and known to me to be the person named in the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

this certificate first above written.



[Signature]
Notary Public for Alaska
My Commission expires: Continuation

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