

RESERVATIONS AND RESTRICTIVE COVENANTS
FOR RIVERVISTA SUBDIVISION #2

LAND USE AND BUILDING TYPE: All lots in Blocks 4 and 5 shall be used for residential cabin and recreational purposes only. In Blocks 1, 2 and 3, no building shall be erected, altered, placed or permitted to remain on any lot other than frame dwellings which may include detached storage and garages, all not to exceed two stories in height. However, mobile homes may be allowed for a period not to exceed two years or until the frame building is complete, whichever occurs first. Further, that weekend motor homes and camp trailers may be allowed.

BUILDING SITES: Each lot subject to flooding must contain a building site and access way to the frontage street with a ground elevation equal to or greater than the maximum flood stage as shown on the plat. No portion of any building will be constructed on any lot having its flood elevations less than three feet above the maximum flood of record or calculated.

RE-SUBDIVISION: The area of the lots herein described shall not be reduced in size by re-subdivision, except that the owners of three contiguous lots may divide the inner of the middle lot, thus increasing the size of the two remaining lots which shall then be treated, for all purposes, pertinent to these covenants as enlarged single lots. All re-subdivision shall be submitted to the Kenai Peninsula Borough for approval.

EASEMENTS: (a) Easements for the 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 to remain which may damage or interfere with the installation and maintenance of utilities, change the direction of flow or drain channels in the easements, or retard the flow of water through drainage channels in the easements.

(b) Easements for roadways within the subdivision are shown on the Recorded Plat. The Kenai Peninsula Borough or City of Soldotna shall have the right of access for the purpose of performing municipal functions, such as the provision of fire, police protection, and maintenance, etc., and the utilities companies shall have the right of access for the installation and maintenance of utilities. Roadway easements shall be at least fifty (50) feet in width provided, however, that easement areas shall not be used in calculating the size of a lot in order to determine whether that lot exceeds the minimum size authorized for the subdivision. Road easements shall be public dedication.

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done hereon which may, or may become, any annoyance or nuisance to the neighborhood. Such activity, annoyance or nuisance shall include, but is not limited to, heavy equipment, derelict autos or junk.

OIL AND MINING OPERATIONS: No oil or gas drilling operations; refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No surface entry is permitted. No extractions of minerals within a 500 foot buffer from the surface is permitted.

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a disposal site for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No dumping shall be permitted in the Kenai River or any other waterway.

WATER: Private wells must meet the requirements, standards, and recommendations of the Alaska Department of Health and Social Services and the scaled well head must be one foot (1) above the maximum flood level of record or calculated.

SEWER: No individual sewage disposal system shall be installed on any lot in Blocks 1, 2, or 3 except by the authority of the Alaska Department of Health and Social Services, and further, self contained chemical toilets, or other approved systems by the Alaska Department of Health and Social Services must be used on all lots in Blocks 4 and 5. In addition, waste water, including kitchen and bath water, must be disposed of into individual containers as approved by the Alaska Department of Health and Social Services. No sewage or waste water dumping shall be permitted in the Kenai River or any other waterway. All individual sewer and water systems shall be maintained by the individual lot owner.

TREES: No tree on a lot shall be removed except as approved by the Architectural Control Committee in writing. Trees may be removed without approval for the construction of a cabin or house only at the actual cabin or house site and for one driveway.

ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of the following persons: C. H. Ryherd, H.C. Ryherd, and M. W. Ryherd. A majority of the 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 the services performed pursuant to these covenants. At any time, 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.

PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within ten (10) days after the 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 related covenant shall be deemed to have been fully complied with.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by a judgement or court order shall in no ways effect any of the other provisions which shall remain in full force and effect.

TERMS: The foregoing restrictions and conditions for building and use in Rivervista Subdivision are hereby declared and adopted by the Owners of the Subdivision and all easements created, granted, and reserved are declared to be the act of the Owners, and all conditions on purchase and ownership of property in the Subdivision shall be deemed and considered covenants running with the land, for a period of 30 years from the date of the recording of these covenants. At the expiration of that period of time, these covenants may be changed by the approval of a majority of the land owners within the Subdivision; otherwise, said covenants shall be automatically extended for successive periods of 10 years.

BOAT LAUNCH AREA: A boat launch area will be provided to all lot owners in the Subdivision. The Architectural Control Committee shall have the right at any time to designate or change the launch area. At no time, shall any boat be allowed to block or otherwise interfere with the launching of other boats allowed to use the area. Boats may be tied along the bank away from the launch area.

RYHERD INVESTMENTS,
a partnership

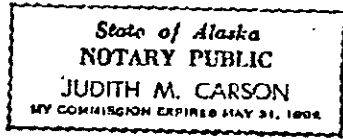
By Clarence H. Ryherd
CLARENCE H. RYHERD
General Partner

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 8th day of August, 1980, before me, the undersigned Notary Public, personally appeared CLARENCE H. RYHERD, known to me to be the general partner of the partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the partnership therein named, and he acknowledged to me that he executed the same as the free and voluntary act of said partnership for the uses and purposes therein stated.

WITNESS my hand and official seal.

Judith M. Carson
Notary Public in and for Alaska
My Commission expires 5-31-82



80-005099
1400

RECORDED-FILED
NENAI REC.
DISTRICT

AUG 12 1 31 PM '80
REG. CLERK MCO
ADDRESS 821

***STATUTORY WARRANTY DEED
(Tenancy by the Entirety)**

The Grantor, RYHERD INVESTMENTS, LTD., a Limited Partnership, pursuant to *Sec. 34.15.030, Alaska Statutes, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and warrant to Grantees, PETER D. ZIETLOW and LAURIE ZIETLOW, husband and wife, as Tenants by the Entirety with the right of survivorship, of 5200 Lake Olin Parkway, Anchorage, Alaska 99507, the following described real estate, together with all tenements, hereditaments and appurtenances located in the Kenai Recording District, Third Judicial District, State of Alaska:

Lot Five (5), Block Two (2), according to the Plat of RIVER VISTA SUBDIVISION, NO. 2, filed under Plat No. 77-163, Kenai Recording District, Third Judicial District, State of Alaska.

SUBJECT to reservations and exceptions in U.S. Patent or in Acts authorizing the issuance thereof, real property taxes, if any due, notes and easements on plat, and covenants, conditions and restrictions of record; and

FURTHER SUBJECT to that certain Deed of Trust, including terms and provisions thereof, dated June 18, 1975, executed by CLARENCE H. RYHERD and LOUISE RYHERD, Trustor, to ALASKA TITLE GUARANTY COMPANY, Trustee, for the benefit of WALTER R. LANDES and JANE L. LANDES, to secure the payment of the sum of \$65,000.00 and interest; recorded June 23, 1975, in Book 85 at Page 338 (affects subject and other property), which Grantees herein do not agree to assume and pay, but merely take possession subject to said Deed of Trust, and Grantor agrees to hold them harmless therefrom.

DATED this 14th day of December, 1985.

RYHERD INVESTMENTS, LTD.

By Clarence H. Ryherd
Clarence H. Ryherd, General Partner

By Peter D. Zietlow by David D. Zietlow
PETER D. ZIETLOW by David D. Zietlow his attorney in fact

By Laurie Zietlow by David D. Zietlow
LAURIE ZIETLOW by David D. Zietlow her attorney in fact

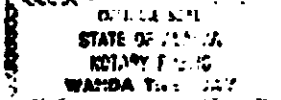
STATE OF ALASKA)
THIRD DISTRICT) ss.

THIS IS TO CERTIFY that on the 19th day of December 1985, before me the undersigned Notary Public personally appeared

FORREST A. HANSEN, JR.
Notary Public, State of Alaska
Commission Expires 12/31/88
Residence 276-1200

CLARENCE H. RYHERD, General Partner of RYHERD INVESTMENTS, LTD., a Limited Partnership, who is known to me and to me known to be the person named in and who executed the above and foregoing, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public in and for Alaska
My Commission expires: _____

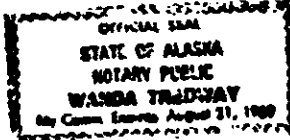
STATE OF ALASKA)

) ss.

THIRD DISTRICT)

~~THIS IS TO CERTIFY that on the _____ day of _____ 1985, before me the undersigned Notary Public personally appeared PETER D. ZIETLOW and LAURIE ZIETLOW, who are known to me and to me known to be the persons named in and who executed the above and foregoing, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.~~

WITNESS my hand and official seal.



Notary Public in and for Alaska
My Commission expires: _____

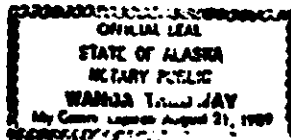
STATE OF ALASKA)

) ss.

THIRD DISTRICT)

THIS IS TO CERTIFY that on the 19th day of December, 1985, before me the undersigned Notary Public personally appeared DAVID D. ZIETLOW, Power of Attorney for PETER D. ZIETLOW AND LAURIE ZIETLOW, known to me and to me known to be the person named in and who executed the above and foregoing, 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.



Notary Public in and for Alaska
My commission expires: 8-21-89

PS-015462

REC. DISTRICT

DEC 20 10 28 AM '85

REQUESTED BY *Cib*

ADDRESS _____

Phyllis J. Smith, Jr.
Notary Public
1000 1st Ave
Anchorage, Alaska
Telephone 286-1000

CITY OF SOLDOTNA

CON 0367 PAGE 920

RESOLUTION 80-14

A RESOLUTION REPLACING AND SUPERSEDE RESOLUTION 86-28 IDENTIFYING PARCELS OF PROPERTY ADJACENT TO STREETS OR ROADS WHICH ARE NOT MAINTAINED BY THE CITY OF SOLDOTNA

WHEREAS, the following described parcels of real property are within the city limits of the City of Soldotna, and

WHEREAS, the streets within said subdivisions and adjacent to said parcels are not constructed to City standards and no agreement has been made to bring said streets to City standards, and

WHEREAS, the City agrees to record this document which shall supersede and replace Resolution 86-28 identifying non-maintained streets and parcels adjacent to non-maintained streets recorded in Book 281, Page 444 through 448 in the Kenai Recording District, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOLDOTNA, ALASKA:

That the City of Soldotna hereby gives notice that it will not be responsible for the construction, maintenance and/or upkeep of the following listed streets adjacent to the following listed parcels within said subdivisions.

ADOPTED this 20th day of June, 1980.

Dolly M. Larnwood
Dolly M. Larnwood, Mayor

ATTEST:

Patricia C. Burdick
Patricia C. Burdick, CMC, City Clerk

RECORD IN: KENAI RECORDING DISTRICT
REQUESTED BY: CITY OF SOLDOTNA
RETURN TO: CITY OF SOLDOTNA
177 NORTH BIRCH
SOLDOTNA, ALASKA 99669

Planned, Dedicated, but Unbuilt Streets

0367 921

City of Soldotna, Alaska

Binkley Street (Terra Edge Subdivision, Lot 1, Block 1) (Terra Edge Subdivision, Carr Gottstein Addn., Lots 1, 2 & 3)	Sterling Highway	End of Cut-de-Sac 300
Brentwood Drive (Mooring Estates Part 10, Lot 8, Block 4) (Mooring Estates Part 13, Lots 5, 6 & 7, Block 10) (Mooring Estates Part 13, Tract B-1, Block 3) (Mooring Estates Part 13, Lot 36, and Block 4, Lots 4 & 5)	So-Hi Lane	Marydale Avenue 350
Chapel Lane (Mooring Estates Part 13, Block 3, Tract B-1) (Mooring Estates Part 13, Block 4, Lot 3A) (Mooring Estates Part 9, Lot 2, Block 4)	Kobuk Street	West End 150
Colony Court (Frontier Village Subdivision, Block 2, Lots 1, 2 & 3) (Frontier Village Subdivision, Block 1, Lots 1-6 Inclusive)	Rieger Avenue	South 273
Linda Lane (Rivervista Subdivision Part Two, Block 3, Lots 1-13 Incl.) (Rivervista Subdivision Part Two, Block 2, Lots 11-20 Incl.)	Redoubt Avenue	North End 1400
Judy Lane (Rivervista Subdivision Part Two, Block 1, Lots 2-7 Incl.) (Rivervista Subdivision Part Two, Block 2, Lots 1-10 Incl.)	Redoubt Avenue	North End 620
Redoubt Avenue (Rivervista Subdivision Part Two, Block 1, Lots 1 & 2) (Rivervista Subdivision Part Two, Block 2, Lots 10 & 11) (Rivervista Subdivision Part Two, Block 3, Lots 13 & 14) (Rivervista Subdivision Part Two, Unsubdivided South Portion)	Elementary School	West End 2600
Rose Street (Halcyon Subdivision #8, Block 7, Lot 1) (Halcyon Subdivision #8, Block 6, Lot 1)	Redoubt Avenue	250 Feet South 250
Lily Drive (Halcyon Subdivision #8, Block 8, Lots 4 & 6) (Halcyon Subdivision #8, Block 4, Lots 8-11 Incl.)	Redoubt Avenue	South End 450
Arena Avenue 580 (Sports Arena Subdivision ASLS 81-143, Lots 1 & 2) (K-Beach Park Subdivision, Lots 24, 25 & 26)	Within Centennial Park (Sports Center)	
Unnamed Street (Schwarzl Subdivision, Block 4, Lot 1) (Solward Subdivision, Block 3, Lot 8)	Kobuk Street	North End 150

RECORD IN: KENAI RECORDING DISTRICT
RETURN TO: CITY OF SOLDOTNA, 177 NORTH BIRCH, SOLDOTNA, ALASKA 99669
REQUESTED BY: CITY OF SOLDOTNA

Resolution 90-14

2

July 3, 1990

Unnamed Streets Within Little's 40 Acre Subdivision
5810
(Little's 40 Acre Sub Tracts 1-13 Inclusive)

Fireweed Street 9320 (Parkwood Subdivision #6, Tract 4A) (Parkwood Subdivision #6, Tract C and Block 7, Lot 20) (Corral Subdivision, Lot 8) (Catholic Church Property - Portion of S 1/8 of SW 1/4 of SW 1/4 T8N, R10W, Sec. 29, 6A) (Henrichs Subdivision, Lots 9-16 Inclusive) (Little's Forty Acres, Tracts 4, 5, 12 & 13) (Little Subdivision, Lots 65, 66, 91 & 92) (Rager Subdivision, Block 1, Lots 1 and 2A) (Rager Subdivision, Block 2, Lots 1 & 2) (Rager Subdivision, Block 3, Lots 9 and 9A) (Blazy Park Subdivision, Block 1, Lots 14-17 Incl.) (Blazy Park Unsubdivided) (Schwarzl Subdivision, Block 1, Lot 1) (Schwarzl Subdivision, Block 3, Lot 1)	Corral Avenue	Rager Avenue
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Little Avenue (Henrichs Subdivision, Lots 6 & 9) (Little Subdivision, Lots 63A, 64A and 65A)	Henrich Street	Fireweed Street	260
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Park Avenue (Parkwood Subdivision, Tract 2B) (Parkwood Subdivision, Block 1, Lots 10 and 11)	Binkley Street	Fireweed Street	1250
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Vine Street 960 (Central Peninsula Hospital Unsubdivided) (Peninsula Medical Center Subdivision, Lots 1, 2 & 3)	Hospital Circle	Binkley Street	
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Lalbrock Street (Central Peninsula Hospital Unsubdivided) (Peninsula Medical Center, Lots 1 & 6) (Aspen Flats, Block 2, Lot 1) (Aspen Flats, Block 4, Lot 6)	W. Corral Avenue	Vine Street	940
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Bokuga Avenue (Binkley Subdivision, Lots 13 through 20 Inclusive)	Binkley Street	Robin Street	600
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Little Avenue 500 (Binkley Subdivision Lots 25, 26, 27 & 30) (Peninsula Center Subdivision, Tract 1A) (United Methodist Church, Lot 1)	150 Feet W. of Robin	300 Feet E. of Robin	
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RECORD IN: KENAI RECORDING DISTRICT REQUESTED BY: CITY OF SOLDOTNA
RETURN TO: CITY OF SOLDOTNA, 177 NORTH BIRCH, SOLDOTNA, ALASKA 99669

Placed, Dedicated, but Unbuilt Street

BOOK 0367 PAGE 923

City of Soldotna, Alaska

Redoubt Avenue 450 (Soldotna Christ Lutheran, #2, Tracts 1, 2, 3 & 4) (Soldotna Junction Subdivision, Block 13, Lots 32 & 33)	Spur Highway	450 Feet East	
Kasilof Street (Soldotna Junction Subdivision, Tract A) (Soldotna Junction Subdivision #6, Block 11, Lots 3 & 4)	Sterling Highway	Foothills Blvd.	920
Farnsworth Blvd. 520 (Soldotna Junction Subdivision #6, Block 11, Lots 3-4 incl) (Soldotna Christ Lutheran Subdivision)	Soldotna Avenue	Kasilof Street	
Unnamed Street (Soldotna Junction Subdivision Part 10, Block 10, Lots 6 & 7) (Unsubdivided Farnsworth Property)	Sterling Highway	North of E. Redoubt	520
Bagley Circle (Lee's Subdivision No. 1, Tract 2) (Hayward Hills Subdivision, Block 4, Tract 4 and Tract 3)	Karen Street	200 Feet South	260
Tyee Street (Mc Heights Subdivision, Block 1, Lots 1 & 2) (Mc Heights Subdivision, Block 2, Lot 1)	Mc Avenue	North City Limits	200
Karen Street (Hayward Hills Subdivision, Block 2, Lots 1-3 inclusive) (Hayward Hills Subdivision, Block 1, Lots 10B, 11, 12A, 12B) (Hayward Hills Subdivision, Block 3, Lot 1)	Foothills Blvd.	Water Reservoir	1120
Fern Circle (Hayward Hills Subdivision, Block 3, Lots 1-5 inclusive) (Hayward Hills Subdivision, Block 1, Lots 12B, 13, 14, 15 & 16) (Hayward Hills Subdivision, Tract 1) (Unsubdivided Remainder of Parker Subdivision) (Hilltop Subdivision, Tracts 4, 5 & 6)	Karen Street	520 Feet South	620
Foothills Blvd. 1480 (Hayward Hills Subdivision, Block 1, Lots 1-9 inclusive) (Hayward Hills Subdivision, Block 1, Lots 10A & 10B) (Lee Subdivision, Lots 1-5 inclusive) (Hayward Hills Subdivision, Block 4 and Tract 4)	Karen Street	Kenai Avenue	
Marydale Avenue (Gorham Subdivision, Tract 1A) (Gorham Homestead, Tract 6) (Mc Heights, Block 1, Lots 10 & 11)	Spur Highway	Tyee Street	1020

REQUESTED BY: CITY OF SOLDOTNA
RETURN TO: KENAI RECORDING DISTRICT
CITY OF SOLDOTNA, 177 NORTH STITCH, SOLDOTNA, ALASKA 99669

Placed, Dedicated, but Unbuilt Streets

City of Soldotna, Alaska

ECR 0367 PAGE 924

Arbor Street (Gerhart Subdivision, Tract 5, Tract 2, Tract 1 and Tract 1A) (Gerhart Homestead, Tracts 6 & 7)	Karen Street	North City Limits	1650
Coho Street (Pillip Subdivision, Tract 3, Tract 2, Tract 1, Lot 1) (1984 Heblin Lot) (Unsubdivided Remainder Jack C. Farnworth Rectory Trust)	Hayward Hills	1100 Feet East	1100
John Circle (Pace's Pleasant Haven Subdivision, Addition #1, Block 5, Lots 1-3 inclusive) (E.C. Pace Unsubdivided)	Starting Highway	End of Cul-de-Sac	500
Ann Drive (Pace's Pleasant Haven Subdivision Addition #1, Block 6, Lots 1-6) (E.C. Pace Unsubdivided)	John Circle	End of Cul-de-Sac	500
Pace's Blvd. (Pace's Pleasant Haven Subdivision Addition #1, Block 6, Lot 1) (Pace's Pleasant Haven Subdivision Addition #1, Block 6, Lot 3)			
Unnamed Street (Keystone Subdivision Part 1, Lot 16) (Keystone Subdivision Part 2, Lot 1)	Keystone Drive	Kenai River	330
Soper Street (Keystone Subdivision #1, Block 5, Lot 3) (Keystone Subdivision #1, Block 4, Lot 1)	Keystone Drive	Redoubt Avenue	240
Redoubt Avenue (Keystone Subdivision, Block 5, Lots 1-3 inclusive) (Keystone Subdivision, Block 4, Lots 1-3 inclusive) (Forsl Subdivision, Block 2, Lots 7-11 inclusive) (Unsubdivided Quarter Section)	Keystone Circle	East City Limits	2600
Keystone Circle (Forsl Subdivision, Block 2, Lots 7, 11 & 12)	Redoubt Avenue	End of Cul-de-Sac	360
Forsl Street (Forsl Subdivision II, Block 3, Lot 1) (Forsl Subdivision II, Block 1, Lot 1)	Creekside Avenue	North 310 Feet	310
Erika Court (Forsl Subdivision II, Block 1, Lots 5 & 6)	T. J. Street	End of Cul-de-Sac	300
T. J. Street (Forsl Subdivision II, Block 2, Lots 1 and 13)	Redoubt Avenue	Creekside Avenue	1000

REQUESTED BY: CITY OF SOLDOTNA
RECORD IN: KENAI RECORDING DISTRICT
RETURN TO: CITY OF SOLDOTNA, 177 NORTH BIRCH, SOLDOTNA, ALASKA 99669

Platted, Dedicated, but Unbuilt Streets

EDGE 0367 PAGE 925

City of Soldotna, Alaska

(Form Subdivision II, Block 1, Lots 6 & 7)

Creekside Avenue	T. J. Street	North Point Street	1700
(Form Subdivision II, Block 3, Lots 1-3 Inclusive)			
(Form Subdivision II, Block 1, Lot 1)			

Creekside Court	T. J. Street	End of Cul-de-Sac	500
(Form Subdivision II, Block 1, Lots 2, 3, 4 & 7)			

Pioneer Street	Mullen Drive	South End	450
(Soldotna Junction Subdivision #6, Block 1, Lots 3 & 4)			
(ASLS #90-87, Lot 2-A)			
(Mullen Homestead)			

Edwards Court	Crest	End of Cul-de-Sac	400
(Knight Estates Subdivision, Block 1, Lots 6 through 12)			

Griffin Avenue	Jay Street	600' to East	600
(Finchert Subdivision, Block 18, Lots 5-6)			
(Finchert Subdivision, Block 20, Lots 7-12 Inclusive)			

Martin Avenue	Jay Street	600' Each Way	1200
(Finchert Subdivision, Block 18, Lots 5-8 Inclusive)			
(Finchert Subdivision, Block 17, Lots 5-6 Inclusive)			
(Finchert Subdivision, Block 19, Lots 1-4 Inclusive)			
(Finchert Subdivision, Block 18, Lots 1-4 Inclusive)			

Hester Avenue	Finchert Street	600' West	600
(Finchert Subdivision, Block 3, Lots 5-6 Inclusive)			
(Finchert Subdivision, Block 2, Lots 5-6 Inclusive)			
(Finchert Subdivision, Block 8, Lots 1-4 Inclusive)			
(Finchert Subdivision, Block 8, Lots 1-4 Inclusive)			

Fargo Avenue	Finchert Street	300' East	350
(Finchert Subdivision, Block 13, Lots 2 & 3)			
(Finchert Unsubdivided Remainder)			

Finchert Street	Hester	300' South	200
(Finchert Subdivision, Block 3, Lots 1 and 5)			
(Finchert Subdivision, Block 8, Lot 1)			
(Finchert Subdivision, Block 8, Lot 4)			
(Finchert Subdivision, Block 2, Lots 4 & 8)			

Barbara Erickson Street	Shady Lane	East Park Street	900
(Kanal Peninsula Borough Property, Tract B)			
(Aspen Flats #6, Lots 1, 3A, 4A, 6, 7 & 8)			

REQUESTED BY: CITY OF SOLDOTNA
 RETURN TO: KEMAI RECORDING DISTRICT
 CITY OF SOLDOTNA, 177 NORTH BIRCH, SOLDOTNA, ALASKA 99669

FORM 0367 PAGE 926

90-4645

KEY REC 28-

DISTRICT

REQUESTED BY *cap/silva*

'90 JUL 5 AM 11 02

BOOK 0485 PAGE 543

PROPERTY ACCESS GUARANTEE
KENAI RECORDING DISTRICT

To Whom It May Concern:

As a principal owner of RIVERVISTA SUBDIVISION NO. TWO, City of Soldotna, Alaska, I hereby guarantee motor vehicle (e.g., automobiles, trucks, etc.) access in perpetuity from the end of West Redoubt Avenue to Linda Lane (a said subdivision street) and to Lots 17 and 18 of Block Two of said Subdivision to Richard D. Hahn and Loratta R. Flanders, husband and wife, owners of said lots 17 and 18 (and any subsequent owners) for purposes of improving said lots and for using said lots as a residence. It is recognized that the currently existing access lane across Lots 9 and 14 of Block Two to Linda Lane may be changed to a different location eventually, if, for example West Redoubt Avenue is extended west to Linda Lane by the City of Soldotna or if I choose to move the currently existing access lane to a new location for my purposes, as long as the above described motor vehicle access is continuously provided to Haha/Flanders, et. al. The other Subdivision principals agree with this letter.

Name CLARENCE H. RYHEAD
Signature Clarence H. Ryhead
Date 12-7-94

RETURN TO:

RICHARD D. HAHN / LORATTA R. FLANDERS
7209 PANORAMA DRIVE
ROCKVILLE, MD 20855

964085

KENAI REC 15
DISTRICT
REQUESTED BY R.H.W.

'96 MAY 31 PM 2 15

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by a judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

TERMS: The foregoing restrictions and conditions for building and use in Rivervista Subdivision are hereby declared and adopted by the Owners of the Subdivision and all easements created, granted, and reserved are declared to be the act of the Owners, and all conditions on purchase and ownership of property in the Subdivision shall be deemed and considered covenants running with the land, for a period of 30 years from the date of the recording of these covenants. At the expiration of that period of time, these covenants may be changed by the approval of a majority of the land owners within the Subdivision; otherwise, said covenants shall be automatically extended for successive periods of 10 years.

BOAT LAUNCH AREA: A boat launch area will be provided to all lot owners in the Subdivision. The Architectural Control Committee shall have the right at any time to designate or change the launch area. At no time, shall any boat be allowed to block or otherwise interfere with the launching of other boats allowed to use the area. Boats may be tied along the bank away from the launch area.

KYBERD INVESTMENTS,
a partnership

By Clarence H. Ryherd
CLARENCE H. RYHERD
General Partner

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5th day of August, 1980, before me, the undersigned Notary Public, personally appeared CLARENCE H. RYHERD, known to me to be the general partner of the partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the partnership therein named, and he acknowledged to me that he executed the same as the free and voluntary act of said partnership for the uses and purposes therein stated.

WITNESS my hand and official seal.

Judith M. Carson
Notary Public in and for Alaska
My Commission expires 5-31-82



80-005099
1400

RECORDED-FILED
KODI REC.
DISTRICT

Aug 12 1 31 PM '80
REC: MACO
ADDRESS 821