



**DECLARATION AND ESTABLISHMENT
OF
CONDITIONS, COVENANTS, AND RESTRICTIONS
PHILLIPS SUBDIVISION No. 2
Kenai Recording District**

This Declaration of covenants, conditions, and restrictions, is made this 19th day of June, of 2019, by Craig V. Phillips, Successor Trustee of the Grant Phillips Amended Revocable Trust, dated August 7, 2009 and any amendments thereto, hereinafter referred to for the purposes of convenience as "Trustee/Declarant".

Whereas, the Grant Phillips Revocable Trust dated August 7, 2009 is the owner of real property situated in the State of Alaska described as follows:

LOT SIX (6), LOT SEVEN (7), LOT EIGHT (8), LOT NINE (9), LOT TEN (10), LOT ELEVEN (11), LOT TWELVE (12) and LOT THIRTEEN (13), PHILLIPS SUBDIVISION #2, filed under Plat No. KN 2018-074, Records of the Kenai Recording District, Third Judicial District, State of Alaska (KPB Parcel Nos: 05542404, 05542405, 05542406, 05542407, 05542408, 05542409, 055424010, and 05542401).

Whereas, the Trustee/Declarant has established a general plan for the improvement and development of the above-described real property, and desires to create conditions, covenants, and restrictions upon which and subject to which the above-described real property shall be improved, sold or conveyed by it as owner thereof.

NOW THEREFORE, the Trustee/Declarant does hereby establish and impose upon the above-described real property the following provisions, conditions, covenants, restrictions, easements, and reservations upon and subject to which all of the property shall be held, occupied, leased, sold and conveyed by Trustee/Declarant or Trustee's/Declarant's successors-in-interest. Said covenants

shall run with the land for the benefit of the property and each and every lot developed therein, and for the benefit of each owner of one or more lots therein, and the assigns and successors-in-interest of Trustee/Declarant and the owners of each and every future lot of said property from and after the recording of these declarations. Said provisions, conditions, covenants, restrictions, and easements now made applicable to the said property are as follows:

ARTICLE 1

LAND USE AND BUILDING TYPE

No lot or other portion of the real property described-above shall be used for any purpose other than residential single family dwelling. No buildings shall be erected, altered, placed, or permitted to remain on the property other than residential single family dwelling and detached garage. No commercial activity, including bed and breakfast facilities, short term vacation rentals such as Air BnB, multi-family rentals or cabins, or business of any kind shall be conducted on said premises. All driveways to lots shall have culverts.

ARTICLE 2

ARCHITECTURAL CONTROL

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. On the river side of lots 6-10, no fencing is allowed between the river bank and structures.

ARTICLE 3

DWELLINGS

The ground floor living area of a one story main structure, exclusive of open porches and garages, shall not be less than TWELVE HUNDRED (1200) square feet. For a multi-story residential structure, the ground floor shall not be less than EIGHT HUNDRED (800) square feet and the total square footage for living space of all stories shall not be less than TWELVE HUNDRED (1200) square feet.

ARTICLE 4

BUILDING LOCATION

- a. No dwelling shall be located on any lot nearer than twenty feet (20') to the nearest lot line



- b. No building shall be located on any lot nearer to the front line or nearer to the side street than the minimum setback line shown on the recorded plat. In any event, no building shall be located nearer than twenty (20') to an interior lot line.
- c. For the purpose of these conditions, covenants, and restrictions, eaves, steps, decks, and open porches shall be considered part of the building.

**ARTICLE 5
TIME FOR CONSTRUCTION**

All exterior construction and improvements erected upon any lot in said Subdivision, including exterior finish and clean-up, shall be completed within twelve (12) months of the date of excavation or other commencement of construction. All landscaping shall be completed within twelve (12) months of the completion of the exterior construction and improvements.

**ARTICLE 6
EASEMENTS - UTILITY AND DRAINAGE**

Easements for installation and maintenance of utilities, drainage facilities, and natural vegetation screening, are reserved as shown on a recorded plat. Within these easements, no structure, plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**ARTICLE 7
NUISANCES**

No obnoxious or offensive activity may be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to adjacent property owners or to the neighborhood in general. Specifically, no junk yards or gravel pits are permitted on the above-described property. No abandoned or unlicensed vehicles will be allowed to be kept on the above-described property. Specifically prohibited are



parking of junk cars, partially dismantled vehicles, and storage of parts of vehicles where they may be viewed from public or private property. Recreational vehicles such as campers and boats, functional and licensed, are allowed. The storage of materials, in excess of the amount needed for construction in progress of buildings on the premises, is prohibited, including materials such as scrap metal, building supplies, and wood other than for heating.

Anything used for creating noises, smells, smoke, vibrations or excessive light, which interferes with the use of reasonable expectations of peace and quiet enjoyment of other subdivision property owners is prohibited. This includes the discharge of firearms or fireworks.

ABSOLUTELY NO UNATTENDED, OPEN, OR UN-CONTAINED BURNING SHALL BE ALLOWED UPON ANY LOT, unless the property owner has obtained a valid burn permit when required. Nothing in the section shall prohibit the property owner from having a properly constructed and contained recreational fire pit.

ARTICLE 8

TEMPORARY STRUCTURES; ACCESSORY BUILDINGS

No structures of a temporary character, including but not limited to trailers, basements, tents, shacks, temporary garages, barns, or other out-buildings shall be used on any lot. Trailers and mobile homes are specifically not allowed in this subdivision. No lot may have more than three accessory buildings, such as a greenhouse, shed and the like. Accessory buildings other than greenhouses shall be on permanent foundations and may not exceed 200 square feet in size.

ARTICLE 9

SIGNS

Other than address or household name, no sign of any kind shall be displayed to the public view on any of the above-described residential property, except for one (1) sign not more than four (4) square feet advertising the property for sale or rent, or signs used by an owner or builder to advertise the property during construction and/or sales period for marketing of the subdivision lot.



**ARTICLE 10
LIVESTOCK AND POULTRY**

No livestock of any kind, including but not limited to horses, cows, sheep, goats, and pigs, shall be raised, bred, or kept on any lot except as follows: chickens and rabbits are allowed if cooped or hutched, and kept contained on owner's property. One (1) dog and one (1) cat, or two (2) dogs, or two (2) cats, or other strictly household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose on the property. All animals shall be strictly confined to the owner's property. No animal may be kept or housed closer than twenty-five feet (25') feet to any lot line unless within the principal residence or fence. No vicious animal may be kept on any property at any time. No animal may be kept by lot owner unless the reasonable expectation of other occupants and owners to peace and quiet and a sanitary environment is maintained.

**ARTICLE 11
GARBAGE AND REFUSE DISPOSAL**

Trash removal is the responsibility of the owner. No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall be kept in bear proof sanitary containers in a clean and sanitary condition. No disposal of hazardous liquids or dumping or burial of hazardous waste on property is permitted.

**ARTICLE 12
WATER SUPPLY**

No individual water supply system shall be permitted on any of the above-described property unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Health. All water supply systems must conform to the State of Alaska and Kenai Peninsula Borough standards. Placement of any water well shall not impede the installation of a septic system or water well on any other lot.

**ARTICLE 13
SEWAGE DISPOSAL**

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and



recommendations of the Alaska Department of Health. All sewage disposal systems shall conform to the State of Alaska and Kenai Peninsula Borough standards. Placement of any sewage disposal system shall not impede the installation of a septic system or water well on any other lot.

ARTICLE 14

SANITARY FACILITIES

All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouses or above-ground disposal systems shall be permitted on the above-described property, except for portable toilets necessary during the initial phase of construction

ARTICLE 15

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations of between two (2) and six (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 twenty-five (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.

ARTICLE 16

GRADING

All cuts and fills as deemed necessary to grade the streets or private ways, whether dedicated or not within the boundaries thereof, shall be in accordance with such grades as may be established to conform to the general plans and grade to the entire property, including the right so far as is reasonable and proper for the necessary support and protection of streets so graded to slope up on abutting lots. If the property containing the streets or roadways is to be taken over or dedicated to the Kenai Peninsula Borough, the Kenai Peninsula Borough shall control all general plans and grading.

ARTICLE 17

UTILITIES

Installation of individual lot utilities shall be the sole responsibility of the lot owner. The utilities to be provided by



the individual lot owner shall include, but are not limited to, natural gas and electricity. All utilities shall be underground and the installation of said utilities shall comply with all State of Alaska and Kenai Peninsula Borough standards and certified by local utility providers.

ARTICLE 18

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 aesthetic values of such trees located on the property are retained.

ARTICLE 19

RIVER WATERWAY COMPLIANCE

Riverfront lot owners must comply with all Kenai Peninsula Borough, State of Alaska, and federal land use restrictions. It is the lot owner's responsibility to be informed of any requirements regarding land use restrictions.

ARTICLE 20

TERMS

These conditions, covenants, and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of these conditions, covenants, and restrictions. These conditions, covenants, and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the majority of then owners of the lots, one vote per lot), has been recorded, agreeing to change said conditions, covenants, and restrictions in whole or in part.

ARTICLE 21

REMEDIES FOR VIOLATIONS AND INVALIDATIONS

Trustee/Declarant may abate violations. For a violation or breach of any of these conditions, covenants, and restrictions by any person claiming by, through or under the Trustee/Declarant, or by virtue of any judicial proceedings, Trustee/Declarant, and any lot owner, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms



thereof or to prevent the violation or breach of any of the terms. Failure to promptly enforce any of these conditions, covenants, or restrictions shall not bar the enforcement. Whenever the Trustee/Declarant, or any persons entitled to enforce any rights, hereunder, engages in legal proceedings to enforce the same, and prevails in said proceedings, the person violating said restrictions by acceptance of the title to any of the above-described property does hereby agree to pay to the prevailing party reasonable attorney fees and court costs as are awarded by the court.

ARTICLE 22 WAIVER

Any delay or omission on the part of the Trustee/Declarant, or its successors-in-interest, or assigns, or the owners of any of the above-described property in exercising any rights, powers or remedies provided by law or herein, in the event of any breach of the conditions, covenants, or restrictions herein contained, shall not be construed as a waiver or acquiescence therein, and no right of action shall accrue nor shall any action brought or maintained by anyone whatsoever, against the Trustee/Declarant for or on account of its failure to bring any action on account of the breach of these conditions, covenants, and restrictions or for imposing restrictions herein which may be unenforceable.

ARTICLE 23 SEVERABILITY

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

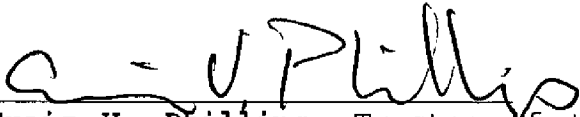
ARTICLE 24 CHANGE TO COVENANTS

These covenants may be amended with a majority vote of the eight (8) lot owners, which is five (5) total votes in favor for lots 6-13. Any proposal for change must be given in writing to all lot owners, and votes must be received in writing from all lot owners, one signed vote per lot. To allow for discussion, a period of three weeks must be allowed between receipt of proposed change and receipt of votes.



To protect the integrity of the original subdivision, should the number of lots increase in the future through additional subdivision of the three (3) largest lots, the number of total votes would not increase, with fractional voting rights given to owners of a subdivided original lot.

Dated this 19 day of June, 2019.


Craig V. Phillips, Trustee of the
Grant Phillips Revocable Trust and
Declarant

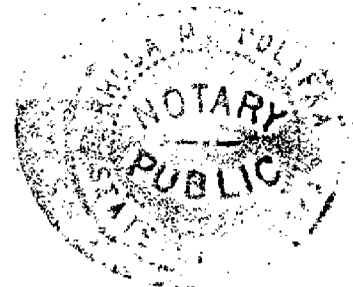
STATE OF ALASKA)
 :SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 19th day of June, 2019, before me the undersigned Notary Public in and for the State of Alaska, personally appeared Craig V. Phillips, to me known to be the Trustee of the Grant Phillips Amended Revocable Trust, dated February 9, 2013, and known to me to be the person who executed the within instrument on the behalf of the Trust.

IN WITNESS HEREOF, I have hereunto fixed my hand and seal the day and year last above written.


NOTARY PUBLIC, State of Alaska
My Commission Expires: 3-30-2022

Return to:
Craig V. Phillips
PO Box 1706
Kenai, Alaska 99611



Covenants/Restrictions
Phillips Subdivision #2
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