

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(pertaining to  
INLET VIEW SUBDIVISION)

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This Declaration is made this 29<sup>th</sup> day of March, 1982.  
by THE LAND COMPANY, an Alaska corporation, herein referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as:

INLET VIEW SUBDIVISION, according to Plat No. 82-32 on file in the office of the recorder for the Palmer Recording District, Third Judicial District, State of Alaska (situate in the SW  $\frac{1}{4}$  of Section 4, the SE  $\frac{1}{4}$  of Section 5 and the N  $\frac{1}{4}$  of Section 9, Township 16 North, Range 2 West, Seward Meridian, State of Alaska).

WHEREAS, the above described property contains 146 lots, plus two tracts (Tract A and Tract B); and

WHEREAS, Declarant desires to subject all such 146 lots, herein called "Inlet View" or "Subject Property", to certain covenants, conditions and restrictions for the benefit of said property, and its present and subsequent owners as hereinafter specified.

WHEREAS, the power to enforce such covenants, conditions and restrictions and charges is to primarily reside in "Inlet View Owners Association", a non-profit corporation organized or to be organized under the laws of the State of Alaska.

NOW THEREFORE, Declarant hereby declares that all of the Subject Property (not including Tract B) described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on and inure to the benefit of all parties having any right, title or interest in the Subject Property or any part thereof, including their legal representatives, heirs, successors and assigns.

ARTICLE I

Definitions

Section 1. "Association" means the Inlet View Owners Association, an Alaska non-profit corporation, and its successors and assigns.

Section 2. "Declarant" means The Land Company, an Alaska corporation, and its successors and assigns (in whole or in part) if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 3. "Real Property" means the entire land area shown and described by the plat. (exclusive of Tract B)

Section 4. "Plat" means Plat No. 82-32 on file in the office of the recorder for the Palmer Recording District and any subsequent official plat(s) pertaining to Inlet View.

Section 5. The word "lot" includes the word "lots". Additionally, the work lot(s) encompasses and means the one hundred forty six (146) lots depicted on the official plat, and further identified therein by Arabic Block and Lot numerals.

Section 6. Words used in the present tense include the future tense.

Section 7. The singular number includes the plural.

Section 8. The word persons includes a corporation, partnership, joint venture, association, tenants in common, tenants by the entirety, and trust.

Section 9. The term "shall" is always mandatory.

Section 10. "Common Area" means all real property to be transferred to and held or maintained by the Association, for the common use, enjoyment and benefit of the Owners. Such Common Area will consist of Tract A, as shown on the Plat, plus all Roads depicted on the Plat, whether such Roads have been or will be dedicated to or conveyed to the Matanuska-Susitna Borough, or other governmental unit for the use of the general public.

Section 11. "Single-Family Dwelling" means a detached building constructed on a permanent foundation; designed for long-term human habitation exclusively by one family; having complete living facilities and constituting one dwelling unit.

Section 12. "Family" means one or more persons occupying a premise and living as a single housekeeping unit, as distinguished from a group occupying a rooming house, club, fraternity house or hotel.

Section 13. "Trailer or Mobile Home" means a detached single-family dwelling designed for long term human habitation and having complete living facilities; constructed and fabricated into a complete unit at a factory and capable of being transported to a location of use on its own chassis and wheels and identified by a model and serial number by its manufacturer.

Section 14. "Two-Family Dwelling" means a detached building designed for or occupied exclusively by two families and constituting two family units.

Section 15. "Multiple-Family Dwelling" means a residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwellings provided.

Section 16. "Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to a lot in Inlet View, or the contract purchaser, in possession of a lot in Inlet View.

Section 17. "Inlet View" means the real property shown on the Plat (exclusive of Tract B).

Section 18. "Roads" shall mean and refer to all streets, thoroughfares, pathways, and rights-of-way depicted on the Plat.

Section 19. "Rural Business" means business activities intended to serve the needs of rural residential areas for professional offices, goods and services. Such activities are intended to include the following specific businesses only:

- (a) Private clubs and lodges
- (b) Museums, historic and cultural exhibits, libraries and the like.
- (c) Day nurseries and kindergartens.
- (d) Hospitals, nursing homes, convalescent homes, homes for the aged, medical clinics, medical and dental laboratories, research centers, and the like.
- (e) Public, private and parochial academic schools.
- (f) Offices of physicians, surgeons, dentists, osteopaths, chiropractors, and other practitioners of the healing science.
- (g) Accounting, auditing and bookkeeping services.
- (h) Engineering, surveying and architectural services.
- (i) Attorneys and legal services.
- (j) Real estate services and appraisers.
- (k) Stock and bond brokerage services.
- (l) Insurance services.
- (m) Photographic services.
- (n) Banks, savings and loan associations, credit unions.
- (o) General merchandise and dry goods stores.
- (p) Men's, women's and children's clothing and shoe stores.
- (q) Furriers.
- (r) Furniture and home furnishing stores.
- (s) Radio, television and music stores.

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- (t) Household appliance stores.
- (u) Sporting goods stores and bicycle shops.
- (v) Hardware and variety stores.
- (w) Drug stores.
- (x) Book stores and stationery stores.
- (y) Retail food stores and liquor stores.
- (z) Restaurants, cafes and other places serving food and beverages.
- (aa) Catalogue sales stores.
- (bb) Gift, novelty and souvenir shops.
- (cc) Photographers.
- (dd) Laundry and drycleaning establishments.
- (ee) Beauty shops and barber shops.
- (ff) Shoe repair shops and tailors.
- (gg) Motion picture theaters, drive-in theaters.
- (hh) Aircraft and marine parts and equipment stores.
- (ii) Farm equipment and garden supply stores.
- (jj) Automotive accessories, parts and equipment stores.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility(ies) situated upon the Common Area, and to promulgate and enforce reasonable rules and regulations for the use of such facilities;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may assign, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area plus facilities thereon or therein to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to regulation and assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

Section 2. Association Voting Rights. The Association shall have two classes of voting membership.

Class A: Class A members, each of whom shall be entitled to one vote for each Lot owned, shall be the Owners, subject to these limitations:

(1) when more than one person holds such interest, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot; and

(2) The Declarant shall not be a Class A member until the Class B membership of the Declarant ceases and becomes converted to Class A membership as herein provided.

Class B: Class B member(s) shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted into Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 31, 1985.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interest(s) required for membership of Class A members.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within Inlet View hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such a deed, shall be deemed to covenant and agree to pay to the Association:

- (i) annual assessments or charges and
- (ii) special assessments for capital improvements.

Such annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the property against which each such lien is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose Of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the Owners, and for the improvement and maintenance of the Common Area and any property, service and facilities devoted to such purposes.

Section 3. Maximum Annual Assessment for Association. Until January 1, 1985, the maximum annual assessment which may be levied by the Board of Directors of the Association shall be FORTY EIGHT AND NO/ONE HUNDREDTHS DOLLARS (\$48.00) per Lot.

(a) From and after January 1, 1985, the maximum annual assessment which may be levied by the Board of Directors of the Association without a vote of the membership shall be adjusted in relation to the Consumer Price Index for Anchorage, Alaska, issued by the Bureau of Labor Statistics of the United States Department of Labor, herein referred to as "price index figure"; provided, however, that in no way shall the maximum annual assessment be reduced to an amount less than \$48.00 per annum. The adjustment in the maximum annual assessment shall be determined as follows:

The price index figure for October, 1981, the price index figure for October of the year immediately preceding the year for which such adjustment is to be made, and the sum of \$48.00 shall be the basis upon which such adjustment shall be computed. The differences, if any, between the price index figure for October, 1981, and the price index figure for October of the year immediately preceding the year for which such adjustment is to be made shall be ascertained by subtracting the lesser from the greater of such figures.

Thereafter such difference shall be divided by the price index figure for October, 1981, which will provide the percentage of change, if any, in the price index figures. If such percentage of change represents an increase, then the maximum annual assessment for the following year shall be \$48.00 plus the sum derived by multiplying the sum of \$48.00 by such percentage of change. In the event the Consumer Price Index issued by the United States Department of Labor be discontinued, or if there is a substantial change in the method of determining the price index figure from the base month of October, 1981, any other appropriate and suitable governmental index shall be used provided it offers a comparison between a period reasonably close to October, 1981 and the subsequent month being measured.

(b) From and after January 1, 1985, the maximum annual assessment may be increased above the amount otherwise allowable under (a) above, to a stated maximum amount, by an affirmative vote of two-thirds (2/3rds) of each class of members of the Association who are voting on such resolution, in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement located or to be located within the Common Area, or otherwise within its jurisdiction or control, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose by the Association. The Board of Directors of the Association may provide for the payment of such special assessment on a monthly basis.

Section 5. Notice and Quorum for Action Authorized Under Sections 3. (b) and 4. Written notice of any membership meeting called for the purpose of taking any action authorized under Sections 3. (b) or 4. shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of both classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except that unimproved Lots owned by the Declarant may be assessed at a rate of not less than one-half (1/2) of the rate fixed for improved Lots.



Section 7. Date Of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein for the Association shall commence as to all Lots on January 1, 1983. The first annual assessment (s) shall be for the calendar year, January 1, 1983. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period in an amount not in excess of the maximum assessment allowance under Section 3. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which may also provide for the payment of such assessment on a monthly basis. The Association shall, upon demand and for a reasonable charge, furnish to any Owner liable for an assessment a certificate signed by an officer setting forth whether the assessments on the property owned by each Owner have been paid.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment liens; provided, however, the sale or transfer of any Lot pursuant to a foreclosure, or other proceeding in lieu thereof, of any first mortgage or deed of trust, shall extinguish the liens of such assessments as to payments which became due prior to such sale or transfer, but not as to any assessments thereafter becoming due.

ARTICLE V

Restrictions on Use of Subject Property  
by Occupants - Land Use Restrictions

Section 1. Land Use. Lots shall be used for those purposes only as are indicated in the following table for each specific Lot in Inlet View:

Category One (Single Family Only)	Single Family	Two Family (Duplex)	Multi- Family	Rural Business
<u>Block</u>	<u>Lots</u> (inclusive)			
1	7-14	x		
2	2-6	x		
3	1-17	x		
4	1-17	x		
5	1-13	x		
6	1-11	x		
7	1-18	x		
8	1-16	x		
9	1-4	x		
10	1-17	x		
11	1-9	x		
Total	135			

Category Two (Single Family or Two Family or Multi-Family or Commercial)	Single Family	Two Family (Duplex)	Multi- Family	Rural Business
<u>Block</u>	<u>Lots</u> (inclusive)			
1	1,2,3,4,5,6, 15,16,17	x	x	x
2	1,7	x	x	x
Total	11			

Not included in the above land use classifications, and necessarily not governed or limited by such classifications or categories, is Tract A designated herein as Common Area to be held, maintained and used by the Association for the common use, enforcement and benefit of the owners.

Section 2. Building Line Setbacks. No structure shall be placed within 25 feet from any public right-of-way; nor within 10 feet from any side lot line; nor within 75 feet from any platted meander line.

Section 3. Water Supply. No individual water supply system shall be permitted on any Lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such a system as

installed shall be the responsibility of the individual owner.

Section 4. Sanitary Waste Disposal. No individual sanitary waste disposal system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation Title 18, Chapter 72, or such other regulations which may be promulgated by the State or local authority. Approval of such a system as installed shall be the responsibility of the individual Owner.

Section 5. Signs. Except where rural business structures are permissible on a given Lot, no signs shall be erected or maintained on any Lot except:

- (a) one sign of not more than three square feet identifying Lot owners or occupants, and
- (b) one sign of not more than six square feet advertising a Lot for sale or rent.

Nothing herein shall preclude Declarant or its sales agents from erecting and maintaining such temporary signs and structures as may, in the Declarant's judgment, promote the development and sale of Lots or other interests in Inlet View.

Section 6. Pet Regulations. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. No person may permit an animal on any Lot to annoy another person by interfering with the latter's sleep, work or reasonable right to peace or privacy by making repeated or continued noise. No person shall keep more than three (3) dogs over the age of four (4) months on any Lot.

Section 7. Waste Material. No trash, garbage, rubbish, refuse or other solid waste of any kind, including but not limited to inoperable automobiles, appliance(s) and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed in any part of Inlet View Subdivision. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The Owner or occupant of each Lot shall be responsible for the disposal outside of Inlet View of all such trash, garbage, rubbish, refuse or other solid waste.

Section 8. Drainage. No Owner shall change or cause to be changed or interfere in whole or in part with the natural drainage of the Subject Property without the approval of the appropriate governmental agency.

Section 9. Vehicles and Storage.

- (a) No recreational vehicles such as but not limited to, travel trailers, boat trailers and campers shall be permitted to remain on public dedicated right-of-way for in excess of 48 hours.
- (b) No vehicle shall be parked on the Common Area except those portions of it which have been specifically set aside and designated as parking lots.

- (c) No vehicle requiring significant rehabilitation or repair (herein sometimes referred to as a vehicle in an extreme state of disrepair) shall ever be parked or permitted to remain on any part of the Common Area or public right-of-way for more than 24 hours. A vehicle shall be deemed in an extreme state of disrepair when it is incapable of moving under its own power or, when in the opinion of the Board of Directors of the Association, its presence offends the reasonable sensibilities of the occupants of Inlet View.

Section 10. Outbuildings. No basements, garages, sheds, shacks, outbuildings or impermanent structures, such as tents, shall be used as dwellings on any Lot except with the written permission of the Board of Directors of the Association, and then only for such relatively short periods of time as may be specified in the written permit authorizing such use.

Section 11. Use. No Lot shall ever be used in a fashion which unreasonably interferes with the other Lot owner's right to the use and enjoyment of their respective properties, or the other Lot owner's right to the use and enjoyment of the Common Area. The Board of Directors of the Association shall determine whether any given use of a Lot unreasonably interferes with those rights and such determination shall be conclusive.

Section 12. Vegetation Removal. No more than sixty percent (60%) of the area of any Lot may be cleared of the vegetation present on the Lot at the time of the purchase from the Declarant, provided, however, as to the Common Area (Tract A) the Board of Directors of the Association may, by a vote of a majority in number of the Board, in its discretion, determine to clear more than sixty percent (60%) thereof.

Section 13. Easements. Easements for installation and maintenance of utilities are as set out or depicted on the recorded plat.

Section 14. Culverts. Each Lot owner shall, at the time of driveway construction, provide a culvert, at the ditch crossing. The culvert must be a 12-inch (minimum) corrugated metal 10 gauge or equivalent pipe.

ARTICLE VI

Restrictions on Use of Subject Property by  
Occupants - Building Use Restrictions

Section 1. Dwelling Quality and Size. Any single-family residence on a Lot shall contain a minimum floor area of 800 square feet exclusive of open decks (covered or uncovered), garages, sheds or other outbuildings.

Section 2. Exterior. The exterior of any buildings constructed shall be completed within one year of the beginning of construction in order to present a finished appearance when viewed from any angle. The building area shall be kept reasonably clean during the construction period.

Section 3. Parking. At the time a permanent dwelling is built, adequate off-street parking for at least two automobiles shall be provided on each Lot.

Section 4. Encroachment. No buildings of any kind erected or maintained or suffered to be erected or maintained by the Owner of a Lot may trespass or encroach upon the Common Area. The Association shall have the authority to abate any such trespass or encroachment upon the Common Area at any time by appropriate self-help measure(s) without the necessity of commencing legal proceedings.

Section 5. Elevations. No structure shall be placed upon any Lot with an elevation of its lowest floor, including the basement of less than three feet (3') above the highest known water elevation.

Section 6. Trailers or Mobile Homes. No trailers or mobile homes may be placed, maintained or occupied on any Lot.

ARTICLE VII

General Provisions

Section 1. Resubdivision. The area of the Lots herein described shall not be reduced in size by resubdivision, except that (i) the Owners of three contiguous Lots may replat such Lots by dividing the inner or 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, and (ii) one or more Lots may be resubdivided provided such replatting conforms to all applicable ordinances, rules and regulations of local authorities.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, 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 is recorded, declaring the subject covenants, conditions and restrictions are to be terminated or amended in whole or in part. This Declaration may be amended during the first twenty (20) year period as follows:

(a) at any time until and through December 31, 1985, the Declarant by a written instrument recorded in the Palmer Recording District may:

(i) subject to the approval of the appropriate platting authority, if any, change or lay out a new or discontinue any existing road, street, thoroughfare or way depicted on the Plat, which is not necessary for ingress or egress to or from a Lot Owner's premises; or

(ii) make such further exceptions, amendments, and additions to these covenants, conditions and restrictions as it and the Board of Directors of the Association may reasonably deem necessary and proper, or both; and

(b) at any time by a written instrument recorded in the Palmer Recording District, sixty-six and two-thirds percent (66-2/3%) of the Lot Owners, by an affirmative vote of two-thirds (2/3rds) of each class of

members, may make such further exceptions, amendments, and additions to these covenants, conditions and restrictions as they deem appropriate.

Section 5. Annexation.

(a) Tract B, may be annexed to the Subject Property as described herein, for the purpose of subjecting such Tract B, to regulations and assessments by the Association. Such annexation must be as follows:

(i) By Declarant:

At any time prior to December 31, 1995, Declarant shall have the right to bring Tract B, within the scheme of this Declaration without the consent of the members.

(ii) By Consent of the Members:

At any time after December 31, 1995, the then Owner(s) of Tract B, shall have the right to bring Tract B, within the scheme of this Declaration, upon obtaining the consent of two-thirds (2/3rds) of each class of members.

(b) The annexation authorized under this Section 5. shall be made by recording a supplemental Declaration of Covenants and Restrictions with respect to the annexed property. Such supplemental Declaration may contain such additions and modifications of the covenants, restrictions and charges contained in this Declaration as may be deemed appropriate for the development of such additional property. In no event, however, shall such supplemental Declaration remove, modify or add to the covenants established by this Declaration with respect to the Subject Property.

IN WITNESS WHEREOF, THE LAND COMPANY, an Alaska corporation, has caused this Declaration to be signed by its duly authorized officers the day and year first above set forth.

THE LAND COMPANY

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RECORDED-FILED  
PALMER REC.  
DISTRICT

APR 9 4 09 PM '82

By Bil Serrano  
Its Pres.  
By Douglas E. Richards  
Its ASST. SEC.

STATE OF ALASKA REQUESTED BY NOTHINGUSKA - SUSITNA BOROUGH  
) SS. BOX 6  
THIRD JUDICIAL DISTRICT ADDRESS PALMER, ALASKA 99645

THIS IS TO CERTIFY that on this 31st day of March, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Bil Serrano and Douglas E. Richards to me known and known to me to be the President and the Asst. Secretary, respectively, of THE LAND COMPANY, the corporation named in the foregoing instrument, and they acknowledged to me that they had in their official capacities aforesaid executed the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and Notarial Seal on the day and year in this certificate first above written.



J.A. Cellars  
Notary Public in and for Alaska  
My Commission Expires: 6-15-85



AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(pertaining to Inlet View Subdivision)

This Amendment to Declaration of Covenants, Conditions and Restrictions is made this 2<sup>nd</sup> day of June, 1983, by The Land Company, an Alaska corporation, herein referred to as "Declarant".

Witnesseth:

WHEREAS, by instrument (herein referred to as "Declaration") recorded April 9, 1982, in Book 259 at Page 675, records of the Palmer Recording District, Third Judicial District, State of Alaska, Declarant did subject certain real property described as Inlet View Subdivision, according to Plat No. 82-32, to a scheme of covenants, conditions and restrictions; and

WHEREAS, pursuant to Article VII, Section 4, Declarant reserved the right to amend such Declaration upon concurrence of the Board of Directors of the Inlet View Owners Association, an Alaska non-profit corporation; and,

WHEREAS, Declarant is desirous of amending said Declaration insofar as it pertains to permitted uses of the following described property:

Lots 1 through 6, and Lot 15, Block 1,  
Inlet View Subdivision

and,

WHEREAS, PEDI, an Alaska general partnership, the present owner of Lot 2, Block 1, of the described property, and the Board of Directors of the Inlet View Owners Association concur with and consent to such amendment as evidenced by their execution of this Amendment.

NOW, THEREFORE, Declarant hereby amends that certain Declaration of Covenants, Conditions and Restrictions, as recorded April 9, 1982, in Book 259 at Page 675, records of the Palmer Recording District, as follows:

Article V, Section 1, entitled "Land Use" is amended under "Category Two" to provide the following described lots:

Lots 1 through 6, and Lot 15,

Block 1, Inlet View Subdivision,  
according to Plat No. 82-32,

shall be used for Single-Family, Two-Family  
(Duplex), and Multi-Family purposes only,  
provided, however, any Multi-Family use  
shall be limited to either a Three-Family  
(Tri-plex) building or a Four-Family  
(Four-plex) building and no business  
activities shall be permitted on any of  
such lots.

DATED the day and year first set forth above.

THE LAND COMPANY, Declarant

By: *[Signature]*

Its: President

STATE OF ALASKA                    )  
  ) SS.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me  
this 2nd day of June, 1983, by Gil R. Serrano, the  
President of THE LAND COMPANY, an Alaska corporation, on behalf  
of the corporation.

*[Signature]*  
Notary Public in and for Alaska  
My Commission Expires: 9-15-84

~~I \_\_\_\_\_  
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STATE OF ALASKA )  
 ) SS.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me  
this 5th day of June, 1983, by Frank Plunk,  
the General Partner of PEDI, an Alaska general partnership, on  
behalf of the partnership.

*Shannon J. Weir*  
Notary Public in and for Alaska  
My Commission Expires: 7-11-84

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17-

RECORDED  
PALMER REC.  
DISTRICT

JUN 7 2 50 PM '83

REQUR: *The Land Co.*  
ADDRESS *600 E. N. Light*  
*Anch 99503*

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**2009-022080-0**

Recording Dist: 311 - Palmer

10/2/2009 11:59 AM Pages: 1 of 2



**THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.**

**DO NOT DETACH**

On this date of September 29<sup>th</sup> 2009 In so far as we know the CC&R of Inlet View Homeowners Association are no longer a binding Association. Under Alaska state law the CC&R must have a board of directors or designated committee. They have not had for Three years or longer. The Declaration of Covenants, Conditions and restrictions recorded in Palmer on March 29<sup>th</sup> 1982 Book 259 Page 681. Section 1: Is void because of no board of directors. Section 2: Is void as money already collected are not accounted for nor have the budgets or financial statements of the HOA been distributed to any members of said HOA in the last Three years. Section 3: Is void as there are no board members nor have they upheld the responsibility for having a governing body for the HOA. Page 682 Section 4: Is void. Section 5: Is void as no membership meeting has been called for least Three years. Page 683 Section 7 :Is void as there are no annual assessment nor any 30 day notice and most important no acting directors to ask or demand for any owner a certificate signed by a officer setting forth whether the assessments on any property owned by each Owner have been paid. Section 8 : Effect of nonpayment of assessment is void as there have been no assessments because there is no established Board of Directors and there for the Association cannot bring action of law or foreclose the lien for the assessment nor can the homeowner be charged any interest. Also, The Land Company, an Alaska corporation has no working phone number. This Declaration will be recorded in Palmer under Amendment to Declaration of Covenants, condition and restrictions (pertaining to Inlet View Subdivision)

Inlet View Sub-  
Non functioning  
HOA.

*Carol Eubanks* - CAROLEUBANKS

*Rhianorae Holt* - RHIANORAE HOLT

*Jack Chapman* - JACK CHAPMAN

*David Greenhalgh* - DAVID - GREENHALGH

*Edward M Decker* - Edward M Decker  
Return to Carol Eubanks  
PO BOX 873022  
WASILLA, AK  
99687

*Math Fenwick* - MATH FENWICK

Palmer Recording District



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December 12, 2011  
Inlet View Subdivision

Statement of Facts

Inlet View HOA and the CC&R is a legal binding Association. All Declaration of Covenants, Conditions and restrictions recorder in Palmer on March 29th, 1982 book 259 Page 681 are in fact binding. The letter dated September 29th, 2009 no longer apply as there is a HOA with a voted established board and all State of Alaska requirements have been met. Also the said letter date on September 29th did not meet requirements of said HOA as there were no written notice of membership called for the purpose of taken a action (Section 5 page 8) and the 6 votes on the letter do not make a Quorum as needed as stated in Article 5 Section 1. Therefore Article 5 Section 1 Creation of the Lien and Personal Obligation of Assessments stands as The declaring, for each lot owned within Inlet View hereby the covenants, and each owner of any lot by acceptance of deed, shall be deemed to covenant and agree to pay the Association annual assessments or charges that are fixed, and established This Declaration will be recorded in Palmer under Amendment to Declaration of Covenants, condition and restrictions pertaining to Inlet view Subdivision

Return to Carol Eubanks  
PO Box 873022  
Wasilla, Alaska 99687

Palmer Record District

Carol Eubanks