

BOOK 195 PAGE 850

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

WHEREAS, EDWIN R. LOWRY AND JULIE K. LOWRY

(Owners), are the owners of the following described real property (Property) located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Any and all lots of record within The Forest Subdivision, the plat of which is recorded in the Kenai Recording District, State of Alaska, Plat No. 82-7C Recorded the 11 day of August 1982 at Page N/A Book N/A, and Plat No. 82-11A RECORDED 10-6-82

WHEREAS, the undersigned, in their desire to assure the continued development of the THE FOREST SUBDIVISION on a high level for the benefit of future property owners and the protection of property values herein, do desire to place on and against all real property within the THE FOREST SUBDIVISION certain protective covenants regarding the improvement and use of same:

NOW, THEREFORE, Owner hereby declares that the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following conditions, covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of the conditions, covenants and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in or to the Property made subject hereto or any part thereof, and shall inure to the benefit of, and be binding upon each owner thereof and their respective successors in interest and assigns, and are imposed upon the Property, and each and every portion thereof, as a servitude in favor of the Property and each and every portion thereof as the dominant tenement, or tenements, all as follows:

AREAS OF APPLICATION

There are created two areas of application as follows:

The covenants in Part A in their entirety shall apply to the following lots: Lot 1, Block One, and Lots 1, 2, and 3 of Block Two, all of The Forest Subdivision aforementioned.

The covenants in Part B in their entirety shall apply to the following lots: Lots 2, 3, 4, 5, and 6 of Block One and Lots 14, 15, 16, 17, 18 and 19 of Block Two all of The Forest Subdivision aforementioned.

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Part A: Commercial Area Covenants

1. LAND USE, BUILDING TYPE, AND QUALITY. No building shall be permitted on any lot at a cost of less than \$50,000.00 based on a certified appraiser's estimate of replacement cost. All buildings shall be of a permanent nature attached to a permanent foundation.

2. SIGNAGE. No sign may be constructed, erected or located within the building setback lines from the front lot line as designated on the plat nor within the Frontage Road right-of-way nor within the North Canal Road right-of-way, EXCEPT that the owners may elect to construct and locate 2 signs within 300' of each end of the subdivision of a size no larger than 6 feet by 9 feet within the Frontage Road right-of-way or the North Canal Road right-of-way, as permitted, which designates the subdivision by the words "North Canal Business Park". All signs located on the property shall be of a professional standard and of a size not wider than the width nor taller than one-half the height of the building located on that parcel to be identified by that sign. No signs utilizing intermittent illumination or rotating beacons shall be allowed.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the streets, right-of-ways, rear lot lines, or rear alley easement lines, other than within the minimum building setback lines shown on the recorded plat.

4. ODORS AND NOISE. The owners of the property shall not use the property or any part thereof for any use or in any manner which produces or results in noxious odors or excessive noise, including but not limited to, the use of outside speakers. No outside speakers shall be allowed on any portion of the above described real property.

5. SURFACE RESERVATIONS. The owners of the property shall not use the property or any part thereof for commercial mining purposes including but not limited to removal or sale of gravel, sand or topsoil for use elsewhere EXCEPT that any owner may remove or sell surface topsoil to a depth not exceeding four feet, from the original surface, for the purpose of building a solid construction base. Any owner may rearrange the materials existing as required for construction or other approved use. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on any lot or tract nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, maintained or permitted on any lot.

6. LIVESTOCK. No commercial breeding, boarding or raising of animals shall be visible, nor create noise or odors detectable from the side, front, or rear lot lines.

7. TEMPORARY STRUCTURES. No structure of a temporary character,

trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time for any purpose EXCEPT that contractor or property owner may be permitted a trailer or structure of finish quality and good repair so long as he is engaged in construction of a building on the property and the cost of improvements equals \$25,000.00 per month during the time which the temporary structure is located on the property. No temporary structure as aforementioned shall remain on the property longer than 24 months without exception.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used, maintained, or permitted as a dumping ground for rubbish. Trash, garbage and other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. SANITARY FACILITIES. All buildings shall have indoor sanitary facilities as required by law and underground sewage disposal systems. No outhouse or above ground disposal systems shall be permitted on any lot or tract. Any individual water supply systems and sewage disposal systems shall be installed and maintained in compliance with the standards and requirements of the State of Alaska.

10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

11. BUILDING CODE. All buildings shall conform to the Uniform Building Code as set forth by the International Conference of Building Officials latest edition. No building shall be occupied, leased, utilized for storage or otherwise permitted to remain without finish quality siding or recognized finish quality cement surface on the exterior EXCEPT that a building under construction (\$25,000.00 added improvements per month) shall be permitted without siding until occupied, leased, or otherwise utilized.

12. OUTSIDE STORAGE. No outside storage shall be permitted on any portion of the above described real property EXCEPT that property owners who elect to utilize outside storage must screen entirely from view any such area used with a professional redwood slat fence and maintain same and that such areas shall be within the minimum building setbacks aforementioned.

13. SIGHT DISTANCE AND PROTECTED VISIBILITY. No fence, wall, hedge, or shrub planting which obstruct sight lines at elevations between two and twelve feet above the roadways shall be placed or permitted to remain other than within the minimum building setback lines from the platted roadways or alley easements.

14. UTILITIES, OVERHEAD WIRES, POLES. All utilities, wires and transmission lines shall be buried underground. No overhead wires, lines, or poles to support such lines shall be permitted on the property EXCEPT:

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6. SANITARY FACILITIES. All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouse or above ground disposal systems shall be permitted on any lot.

7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanent. The exterior of all homes shall be completed prior to occupancy.

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

11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derrick or other structure designed for use in boring for oil or natural gas be erected, placed, maintained, or permitted on any lot, nor within one hundred square feet of the tract of land owned or controlled by the developer or sponsor.

12. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Not more than two dogs may be kept on any one lot.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five feet from the

intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

ENFORCEMENT

(a) All of the provisions herein contained shall run with the Property and shall be enforceable in equity.

(b) In addition to the right to proceed in equity for enforcement of the covenants and restrictions herein contained, in the event that any such covenants or restrictions are violated or breached, any owner of a portion of the Property, or such owner's designated agent may, without liability for failure to do so, take whatever action it may deem necessary to abate and remove any non-conforming use or to otherwise effect compliance with such covenants and restrictions, at the expense of the owner of any portion of the Property. In such case, the owner of any portion of the Property shall be responsible to reimburse the owner taking such action forthwith upon demand for all costs and expenses incurred in connection therewith, plus interest at ten percent (10%) per annum from the date of such expenditure.

(c) Any owner of any portion of the Property shall have the right to prosecute or proceed at law or in equity against any person or persons who have violated or are attempting to violate any of the covenants or restrictions contained herein, to enjoin and prevent them from doing so, and cause such violation to be remedied and/or to recover damages for such violation.

(d) The result of every act or omission whereby any covenant or restriction herein contained is violated in whole or in part shall be declared to be and to constitute a nuisance, and every remedy allowed by law or equity shall be available to every owner of a portion of the Property.

(e) All remedies provided herein or at law or in equity shall be cumulative and not exclusive. Failure by any owner of any portion of the Property to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter by such owner or any other owner.

(f) Invalidation of any of the covenants or restrictions or any provisions herein contained by a judgment or court order shall not affect any other covenant or restriction or other provisions, which shall remain in full force and effect.

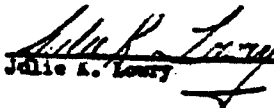
(g) This Declaration may be amended by an "Amendment to

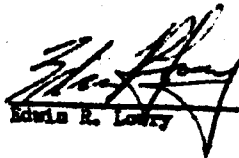
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Conditions, Covenants, and Restrictions* signed by three-fourths (3/4ths) of the owners of the Property, and recorded in the Kenai Recording District.

TERM

This Declaration shall run with the Property in perpetuity or earlier terminated by the written consent of all of the owners of the Property and Owner, so long as Owner holds any note secured by a deed of trust encumbering any portion of the Property. This Declaration may be amended only by the written consent of three-fourths (3/4ths) of the owners of the Property and Owner, so long as Owner holds any note secured by a deed of trust encumbering any portion of the Property.


Julie K. Lowry


Edwin R. Lowry

STATE OF ALASKA

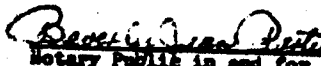
THIRD JUDICIAL DISTRICT

ss:

THIS IS TO CERTIFY that on this day, before me, the undersigned Notary Public, personally appeared JULIE K. LOWRY, of Kenai, Alaska to me known to be the person mentioned in and who executed the foregoing instrument, and she acknowledged the free and voluntary execution thereof for the uses and purposes therein stated.

WITNESS MY HAND and seal at KENAI, Alaska
this 7th day of OCTOBER, 1982.




Beverly Jean Pette
Notary Public in and for Alaska
My Commission expires Jan. 28, 1985

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on this day before me, the undersigned Notary Public, personally appeared ELWIN R. LOWRY, of Kenai, Alaska to me known to be the person mentioned in and who executed the foregoing instrument, and he acknowledged the free and voluntary execution thereof for the uses and purposes therein stated.

WITNESS MY HAND and seal at KENAI, Alaska
this 7th day of OCTOBER, 1982.



Beverly Ann Davis
Notary Public in and for Alaska
My Commission expires July 28, 1983

82-007776
2900

RECORDED-FILED
KENAI REC.
DISTRICT

OCT 11 2 03 PM '82

REGISTERED BY *[Signature]*
ADDRESS *[Signature]*

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

WHEREAS, Edwin R. LOURY and Julie A. LOURY (owners), are the owners of the following described real property (property) located in the Aena Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Any and all lots of land within the Forest Subdivision, the plat of which is recorded in the Aena Recording District, State of Alaska, Plat No. 82-76 recorded the 11th day of AUGUST, 1962 at Page 114 Book 195 AND PLAT NO. 82-104 RECORDED 10-6-62

WHEREAS, the "owners" desire to amend the Declaration of Conditions, Covenants and Restrictions dated the 7th day of OCTOBER, 1962 and recorded on the 11th day of OCTOBER, 1962 at Page 150, Book 195, records of the Aena Recording District, State of Alaska.

AND, THEREFORE, Owners hereby amend such Declaration by adding a Paragraph 15. to such Declaration as follows:

15. STREET GRADING, MAINTENANCE AND SNOW REMOVAL. The "owners" shall have the obligation to provide for street grading, maintenance and snow removal in all roadway parking and driveway areas for a period of five (5) years from the date of recording of this instrument. Each owner of any portion of the "owner" (which possesses \$10,000 value in improvements) shall pay monthly to the Owner (Declarant) a sum equal to the total snow removal or maintenance cost for the previous month divided equally by the number of owners of improved property. Such payment shall be made within ten days after receipt of the bill with respect thereto. At the end of the five-year interim period the "Owner" shall have the right and obligation to provide for the establishment of a "Homeowners Association" to continue to act in regard to such street maintenance.

Dated this 7th day of OCTOBER, 1962.

Edwin R. Loury
Edwin R. LOURY

Julie A. Loury
Julie A. LOURY

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 7th day of OCTOBER, 1962, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Edwin R. and Julie A. Loury known to me and to me know to be the individuals named in and who executed the foregoing document and they acknowledged to me that they were authorized to execute the foregoing document as they are the owners of the described property.

WITNESS my hand and notarial seal the day and year first hereinabove written.



82-007777
RECORDED FILED
KENTZ
DISTRICT

Bernice Jean Pate
Notary Public in and for Alaska
My Commission Expires 12-31-68

OCT 11 2 00 PM '62

NOTARY

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

WHEREAS, EDWIN R. LOWRY and JULIE K. LOWRY (Owners), are the owners of the following described real property (Property) located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Any and all lots of record within the Forest Subdivision, the plat of which is recorded in the Kenai Recording District, State of Alaska, Plat No. 82-76 Recorded the 11th day of August, 1982 at Page N/A, Book N/A, and Plat No. 82-104 Recorded the 6th day of October, 1982.

WHEREAS, the Owners desire to amend the Declaration of Conditions, Covenants and Restrictions dated the 7th day of October, 1982 and recorded on the 11th day of October, 1982 at Page 850, Book 195, Records of the Kenai Recording District, State of Alaska.

NOW, THEREFORE, Owners hereby amend such Declaration by deleting:

Lot 1, Block 1, and Lots 1, 2, and 3 of Block 2 in the "AREAS OF APPLICATION" section of the Declaration of Conditions, Covenants and Restrictions recorded at Book 195, Page 850 as aforementioned;

FURTHERMORE, the Owners hereby amend the Declaration by adding to "AREAS OF APPLICATION" as follows:

The covenants in Part 8 in their entirety shall apply to the following lots (in addition to those described at Book 195, Page 850):
Lots 7, 8, 9, 10, 11, 12, and 13, Block 2
and Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 3, all of the Forest Subdivision Part 2, Plat No. 82-104.

Dated this 14th day of MARCH, 1983.

[Signature]
EDWIN R. LOWRY

[Signature]
JULIE K. LOWRY

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on this 14th day of MARCH, 1983, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared EDWIN R. and JULIE K. LOWRY, known to me and to me known to be the individuals named in and who executed the foregoing document and they acknowledged to me that they were authorized to execute the foregoing document as they are the Owners of the described property.

WITNESS my hand and notarial seal the day and year first hereinabove written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: January 21, 1985

83-002009

RECORDED-INDEXED
KENAII REC.
DISTRICT

MAR 18 1 36 PM '83

[Signature]
21, Box 829, Sold

NO. 471
PUBLIC