

A-8197

BOOK 13 PAGE 46  
Kenai Recording District



PROTECTIVE COVENANTS AND RESTRICTIONS

MOHSEN'S ADDITIONS

KENAI  
Serial No. 4-449

Part A. Preamble.

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned are the owners of the properties comprising the Mohsen's Additions and,

WHEREAS, the undersigned, in their desire to assure the continued development of the Mohsen's Additions on a high level for the benefit of future property owners and for the protection of property values therein, do desire to place on and against all real property within the Mohsen's Additions certain protective covenants regarding the improvement and/or use of same:

NOW, THEREFORE, we the undersigned hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvement of the property located in Mohsen's Additions and described as Mohsen's Additions No's 1 and 2, according to plat P-1355, the plat of which is recorded in the office of the ex-Officio Recorder for the Kenai Recording District in Volume XII at page 216 of said records.

Part B. Area of Application.

B-1 FULLY PROTECTED RESIDENTIAL AREA. The covenants in Part C in their entirety shall apply to all of Mohsen's Additions except Lot 1, Block 5; Lots 1 and 12, Block 6; Lots 1 and 12, Block 7; and Lot 1, Block 8, of Addition No. 1 and all of Block 1 and Lot 1, Block 2 of Addition No. 2 as business or multi-family dwelling sites.

B-2 EFFECTIVE DATE. The restrictive covenants, limitations and conditions hereinafter set forth and applicable to the area hereinabove described shall take effect upon recording and shall supersede any other covenants recorded separately or on the plat.

Part C. Residential Area Covenants.

C-1 LAND USE AND BUILDING TYPE. No lots shall be used except for residential purposes except as provided in B-1. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

C-2 ARCHITECTURAL CONTROL. No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location for the structure have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence, wall, or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line, unless similarly approved upon our decision as hereinabove provided. (See Part C-2)

C-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than TWENTY THOUSAND DOLLARS, (\$20,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

1949  
Road Boarding District

**C-4 BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat provided, in any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than five (5) feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

**C-5 LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than nine thousand (9,000) square feet.

**C-6 BASEMENTS.** Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot.

**C-7 NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**C-8 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 temporarily or permanently.

**C-9 SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**C-10 OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or in any lot. No derrick or other structure designed for use in boring for oil or natural gas be erected, maintained, or permitted upon any lot, nor within one hundred (100) feet of the tract on land owned or controlled by the developer or sponsor.

**C-11 LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No more than two dogs of the "bulky" or "bird" type or breed may be kept or permitted on any lot.

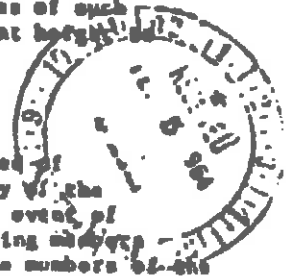
**C-12 GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**C-13 WATER SUPPLY AND SEWAGE DISPOSAL.** No individual water supply system or sewage disposal system shall be permitted on any lot. Each user shall be required to be connected to such facilities serving the community.

**C-14 SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways 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 (25) feet from the intersection of street lines, or in

Some Awarding Duties

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 (10) 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 such sight line.



**Part C. Architectural Control Committee.**

**C-1 MEMBERSHIP.** The Architectural Control Committee is composed of Morris Killen, and . . . 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 services performed pursuant to their covenant. 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 or to withdraw from the Committee or restore to it any of its powers or duties.

**C-2 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 thirty (30) days after 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.

**Part E. General Provisions.**

**E-1 TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**E-2 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 and such actions may be brought by the owner or owners of any lot in the subdivision.

**E-3. SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Dated this 13 day of January 1964.

Morris Killen  
MORRIS KILLEN

STATE OF ALASKA )  
                          )ss.  
Third Judicial Dist.)

On 13 day of Jan 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared MORRIS KILLEN, to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executes the same.

Mac Mac  
Notary Public

My commission expires: 8/25/64

(Additional signatures and acknowledgements appear on page 4.)

Notary Recording District  
(Continuation of signatures and acknowledgments for Protective Covenants on  
Noman's Addition, Notary Recording District, State of Alaska.)

CITY COMMERCE CORPORATION

David C. Freund  
David C. Freund, President

UNITED STATES OF AMERICA )  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

This is to certify that on this 20th day of Jan. 1964, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared DAVID G. FREUND to me personally known, who, being duly sworn did say that he is the President of CITY COMMERCE CORPORATION, an Alaskan corporation, and that the foregoing instrument was signed by him on behalf of said corporation as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official seal the day and year hereinabove first written.

John D. Markov  
Notary Public in and for Alaska.  
My commission expires: 1-10-64

A. L. Daniels

UNITED STATES OF AMERICA )  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 13th day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared C. L. Daniels to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Betty Coffey  
Notary Public in and for Alaska.  
My commission expires: 11-12-67

Robert E. Carlson

UNITED STATES OF AMERICA )  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 14 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert E. Carlson to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Gene Starnes  
Notary Public in and for Alaska  
My commission expires: 1-1-67

Devin Brantley

UNITED STATES OF AMERICA )  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 17 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Paul Smith to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Lucy B. Hoag  
Notary Public in and for Alaska  
My commission expires: 11-11-67

James M. [unclear]  
Notary Public in and for Alaska

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 17 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared [unclear] to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

[Signature]  
Notary Public in and for Alaska.  
My commission expires: 11-1-67

x [Signature]

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 17 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared [unclear] to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

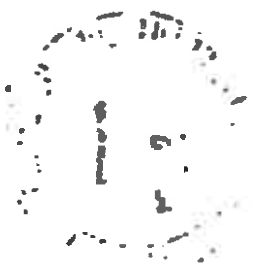
[Signature]  
Notary Public in and for Alaska  
My commission expires: 11-1-67

x [Signature]

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 17 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared [unclear] to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

[Signature]  
Notary Public in and for Alaska  
My commission expires: 11-1-67



Donald F. MacIver

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 17 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared [unclear] to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

[Signature]  
Notary Public in and for Alaska.  
My commission expires: 11-1-67

x [Signature]

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 16 day of Jan 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared [unclear] to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

[Signature]  
Notary Public in and for Alaska  
My commission expires: 7-1-67

BOOK 102 PAGE 53  
Exam Recording Part

James N. Nichols A

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 27 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared James N. Nichols to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

James N. Nichols  
Notary Public in and for Alaska.  
My commission expires: 1/19/64

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

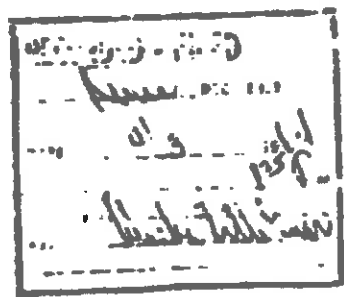
On 27 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared James N. Nichols to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

James N. Nichols  
Notary Public in and for Alaska  
My commission expires: 1/19/64

UNITED STATES OF AMERICA)  
STATE OF ALASKA ) ss.  
THIRD JUDICIAL DIST. )

On 27 day of January 1964, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared James N. Nichols to me known and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public in and for Alaska  
My commission expires: 1/19/64



RETURN TO ...  
Sullivan & McLean Company  
817 G Street  
Anchorage, Alaska

KWF-15

AMENDMENT NO. 1 and SUPPLEMENT TO  
"Protective Covenants and Restrictions  
of MOMMSEN SUBDIVISION AND ADDITIONS"  
Recorded in Misc. Book 13, Page 48  
Kenai Recording District, State of  
Alaska

WHEREAS, the undersigned, being the majority owner of MOMMSENS  
SUBDIVISION: ADDITION NO. 2, is desirous of extending  
and altering land use as previously defined in Part  
B and Part C of said covenants.

WHEREAS: the Federal Housing Authority has approved and author-  
ized said alterations as a requirement and pre-requisite  
for proposed long-term financing.

NOW THEREFORE, the intent and express purpose of this document  
is as follows:

- No. 1. Lot Five (5), Block Seven (7), of MOMMSENS SUBDIVISION  
Addition No. 2, is hereby dedicated for recreation  
purposes and/or off-street parking.
- No. 2. The land usage, as previously defined under Part B,  
"Area of Application" and Part C "Residential Area  
Covenants" of Lots One (1) through Ten (10), Block  
Six (6), Lots Six (6) and Seven (7), Block Seven (7),  
Lots Seven (7) and Eight (8), Block Twelve (12),  
Lots Seven (7) and Eight (8), Block Eleven (11), and  
Lot Seven (7), Block Five (5), all in MOMMSENS SUB-  
DIVISION addition No. 2, is hereby re-classified as  
and defined in usage as Multi-family Dwelling Sites,  
and thereby deleting the restriction to single family  
units only.
- No. 3. All of the remaining covenants and restrictions are  
still in full force and affect as contained in the  
above captioned indenture.

SEAL: Morris Killen  
Morris Killen,  
Majority Owner

STATE OF ALASKA |  
THIRD JUDICIAL DISTRICT |

On this 23<sup>rd</sup> day of MAY, 1966, before me, the undersigned  
a Notary Public in and for the said State, personally appeared  
Morris Killen, Majority Owner, known to me to be the identical  
person who executed the foregoing instrument and acknowledged to  
me that he signed the same as his free and voluntary act and deed,  
with full knowledge of its contents, for the uses and purposes  
therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year above written.

RECORDED - FILED
<u>Kenai REC. DIST.</u>
DATE <u>5-23 1966</u>
TIME <u>4:11 PM</u>
Recorded by <u>ATC</u>
Address _____

Robert J. [Signature]  
Notary Public  
My Commission Expires 4-13-70

AMENDMENT NO. 2 to:  
"Protective Covenants and Restrictions  
of MOMMSEN SUBDIVISION and ADDITIONS"  
Recorded in Misc. Book 13, Page 48,  
Kenai Recording District, State of Alaska

The undersigned, being majority owner of Mommsens Subdivision #2, executed a certain document, entitled "Amendment No. 1 and Supplement" of the above captioned covenants which was recorded May 23, 1966 in Misc. Book 22 at Page 62 wherein, under Paragraph #2, reference was made to the approval and authorization of the Federal Housing Authority to said Amendmenat #1.

By reason of this instrument, it is the intention and desire of the undersigned majority owner to eliminate and delete said reference to the Federal Housing Authority as appears in Amendment #1.



AMENDMENT No. 3 and SUPPLEMENT TO  
"Protective Covenants and Restrictions  
of MOMMSEN SUBDIVISION AND ADDITIONS"  
Recorded in Misc. Book 13, Page 48,  
Kenai Recording District, State of  
Alaska.

WHEREAS, the undersigned, being the majority owner of MOMMSENS SUBDIVISION, ADDITION No. 2, is desirous of extending and altering land use as previously defined in Part B and Part C of said covenants.

NOW THEREFORE, the intent and express purpose of this document is as follows:

- No. 1. The land usage, as previously defined under Part "B" - Area of Application and Part "C", Residential Area Covenants, of Lots 6, 7, 8, and 9, Block 12, Block 5, All in Mommsens Subdivision Addition #2, is hereby re-classified and defined in usage as Multifamily Dwelling Sites and thereby deleting the restriction to Single Family Units only.
- No. 2, All of the remaining covenants and restrictions are still in full force and affect as contained in the above captioned indenture.

AMENDMENT NO. 4 and SUPPLEMENT TO  
"Protective Covenants and Restrictions  
of MONMSENS SUBDIVISION and ADDITIONS"  
Recorded in Misc. Book 13 Page 48  
Kenai Recording District, State of  
Alaska

WHEREAS, the undersigned, being the majority owner of  
MONMSENS SUBDIVISION: ADDITION NO. 1, and MONMSENS SUBDIVISION  
ADDITION NO. 2, is desirous of extending and altering land use  
as previously defined in Part C of said covenants.

NOW THEREFORE, the intent and express purpose of this  
document is as follows:

(1) The land usage, as previously defined under Part  
C "Residential Area Covenants", C 1 effecting all of Monmsens  
Subdivision Additions No. 1 and No. 2, is hereby reclassified and  
defined in usage as follows:

"No Lots shall be used except for residential purposes  
except as provided in B-1. No building shall be  
erected, altered, placed or permitted to remain  
on any lot except in accordance with the Kenai  
Peninsula Borough Ordinance § 74-70".

thereby deleting the restrictions to single family units only.

(2) All of the remaining covenants and restrictions  
are still in full force and affect as contained in the above  
captioned indenture.

B. O. B. CORPORATION

By Robert A. Dow  
ROBERT A. DOW, President

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

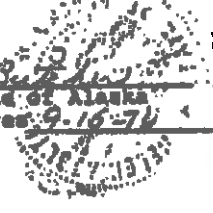
THIS IS TO CERTIFY that on this 11<sup>th</sup> day of June,

BOOK 85 PAGE 365  
Kani Recording District

1975, before me, the undersigned, a Notary Public in and for Alaska, personally appeared ROBERT A. DOW, President of B.O.B Corporation, known to me to be the person who executed the foregoing instrument and acknowledged to me that he signed the same freely and voluntarily, for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

*Alvin A. Butcher*  
Notary Public, State of Alaska  
My commission expires 9-16-76



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June 24 1 52 PM '75

*Blasitt*  
ADDRESS Box 333  
Kanai

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