

NORTHSHORE RIDGE SUBDIVISION

86-14

**CONDITIONS, RESTRICTIONS
AND COVENANTS**

January 10, 1986

NORTHSHORE RIDGE SUBDIVISION
CONDITIONS, RESTRICTIONS, AND COVENANTS

PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential and recreational purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community development, and thereby to secure to each site owner the full benefit of his or her home with no greater restrictions upon the free and undisturbed usage of his or her site than is necessary to insure the same advantage to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted. These covenants and restrictions shall apply to the following described real property of "Exhibit A" except parcels covered by specific exclusions in paragraph number one.

1. SPECIFIC EXCLUSIONS

The conditions, restrictions and covenants contained herein shall apply to all of the real property described in "Exhibit A" except for the following parcel: "Tract A"

2. LAND USE

No lot or other parcel of the real property described in Exhibit "A" hereof shall be used for any purpose other than residential purposes, nor may any lot be resubdivided for a period of five (5) years from the date of the recording of these covenants.

Any resubdivision of a lot or parcel within the boundaries "Exhibit A" is contingent upon the following rules:

- (A) All liens on lots or parcels to be divided that are held by "Northshore Ridge Subdivision" owners (Richard H. Perry, Naomi Moore, and Jimmy D. Moore) shall be paid in full prior to resubdivision.
- (B) The lots or parcels to be divided is done in accordance with the Kenai Peninsula Borough subdivision rules.

3. ARCHITECTURAL CONTROL AND DWELLING COST/QUALITY

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. In no event shall any building be erected, placed or altered on any lot in violation of any building or zoning law and code of the Kenai Borough. No residential or commercial building shall be permitted on any lot less than 1050 square feet and at a cost less than \$70,000.00 based on cost levels prevailing on the date these conditions, restrictions and covenants are recorded, it being the intention and purpose of such conditions, restrictions and 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 such conditions, restrictions and covenants are recorded at the minimum cost stated herein. All residences shall be constructed of such materials and according to specifications equal to F.H.A. No dwelling on Lots 1,2 and 3, Block 1 and Lots 1,2,3 and 4, Block 2 to have more than one and one half (1 1/2) story above ground level. Except that individual plans may be submitted to the Architectural Committee for approval should a variance from these covenants and restrictions be desired.

4. BUILDING LOCATION

- (A) No building shall be located on any lot nearer to the front line or nearer to the side street line than 25 feet.

- (B) No building shall be located nearer than 5 feet to an interior lot line.
- (C) No dwelling shall be located on any lot nearer than 40 feet to the mean high water line of Browns Lake.
- (D) For the purposes of these conditions, restrictions and covenants, 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 to encroach upon another lot.

5. TIME FOR CONSTRUCTION

Any and all improvements erected upon any lot in said subdivision shall be completed with reasonable diligence. Exterior of all residences must be completed in eighteen (18) months from start of construction.

6. NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become an annoyance to the neighborhood.

7. TEMPORARY STRUCTURES

No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes motorized or not shall be used on any lot at any time as a residence temporarily or permanently.

8. SIGNS

No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs by owner or builder to advertise the property during construction and/or sales period for marketing subdivision lots.

9. LIVESTOCK, PETS, AND POULTRY

No animals, livestock or poultry of any kind shall be raised or 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, and provided that no more than one dog of sled type breed may be maintained, and all dogs shall be restrained as necessary, to prevent their becoming nuisances. Two horses may be kept on each of lots 1,2,3 and 4, block 3 and lots 1,2 and 3, block 4, provided that facilities for their care maintenance, and housing are kept in repair and sanitary fashion as not to detract from the appearance of the neighborhood.

10. GARBAGE AND REFUSE DISPOSAL

To meet State and Borough requirements, no lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall be kept 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. All incineration equipment shall be kept in good repair and be of design as not to endanger the surrounding area to flying cinders.

11. REMEDIES FOR VIOLATIONS - INVALIDATIONS

(A) Declaring may abate violation. For a violation or breach of any of these conditions, restrictions or covenants by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these conditions, restrictions and covenants exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of these conditions, restrictions or covenants shall not bar their enforcement.

(B) Record notice. Notwithstanding anything contained in this article, there shall be no right of reentry as provided hereinabove, nor shall there be any right to enforce any remedies set forth in these Declarations until ten (10) days after there is recorded with the Recorder of Kenai District a Notice of Breach of this Declaration, which Notice shall state: The provisions hereof which have been breached, a description of the lot, the name of the person who has breached these restrictions, the name of the record owner of said lot, and an affidavit that a copy of said notice was served on any person present, if any, on the lot, and a copy of said notice posted on a stake in a conspicuous place on said lot or common area. Any such Notice must be signed by Declarant, or the record owner of one or more lots in the Subdivision.

(C) Attorneys fees and costs. Whenever the Declarant, or any person 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 said lot does hereby agree to pay to the prevailing party such reasonable attorneys' fees and court costs as are awarded by any court.

12. RESERVATIONS

Declarant, its successors and assigns, for the purpose of further insuring the development of the real property which is the subject of these conditions, restrictions and covenants, as an area of high standards, reserves the right until January 1, 1991 to make such further exceptions, amendments and additions to these conditions, restrictions and covenants as it and the Architectural Control Committee shall deem reasonably necessary and proper.

13. ASSIGNMENT OF RIGHTS AND POWERS

Any and all of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed and/or assigned to any other corporation or association which is now organized, or which may hereafter be organized, and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein; and thereafter, upon the sale by Declarant of all lots in the Subdivision covered herein, Declarant shall be relieved from that time on of the performance of any further duty and/or obligation hereunder.

14. 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, standard and recommendations of the Alaska Department of Health. Approval of such systems as installed shall be obtained from such authority.

15. WATER SUPPLY

Individual water supply system shall be permitted on any lot subject to Alaska Department of Health approval. Individual water wells shall be located only within the perimeter of the dedicated water well locations as depicted by covenants in Exhibit "B".

16. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub plantings which obstruct sight lines at elevations of between 2 and 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. The same sight line limitations shall apply to

any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. 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 lines.

17. GRADING

Declarant reserves the right to make such cuts and fills as it or its proper Engineering Department may deem necessary to grade the streets or private ways, whether dedicated or not within the boundaries to the general plans and grades of the entire Subdivision and the adjoining subdivisions, if any, including the right so far as is reasonable and proper for the necessary support and protection of streets so graded to slope upon abutting lots.

18. ARCHITECTURAL CONTROL COMMITTEE

- (A) **Membership.** The Architectural Control Committee shall be composed of: Three (3) members to be elected by the Declarant. A majority of such 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 this instrument. At any time after January 1, 1986, 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 or restore to such committee, any of its powers and duties.
- (B) **Procedure.** The Committee's approval or disapproval as required in these conditions, restrictions and covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) 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 relevant conditions, restrictions and covenants shall be deemed to have been fully complied with.
- (C) **Grading.** No grading shall be done or changed on any lot until all the plans and specifications thereof have been submitted to the Architectural Committee for the required approval in the same manner as for building any lot as set forth above.

(D) **Disapproval of Plans.** In the event said Committee disapproves said plans and specifications, and sufficient changes or alterations therein have not been submitted which meet the approval of the Architectural Committee, in its sole discretion, said Committee shall notify the applicant of the disapproval thereof, and in that event applicant shall have no rights whatsoever to construct or install said proposed improvement upon any lot in said Subdivision. Said Architectural Committee shall have the right to inspect any construction during progress in order to ascertain that the same is being constructed in accordance with the plans on file with said Committee which have theretofore been approved in writing by it. In the event any owner attempts to construct or maintain any improvement, structure, landscaping, fencing, or any other type of planting in any area of said Project which has not been approved in writing by said Architectural Committee, said Architectural Committee, the Declarant, or any other owner of any lot in said Subdivision shall have the right to enforce the conditions of this document and may proceed with legal action as deemed necessary to stop and remove the proposed construction or change in construction or erection of the matters not approved in writing as provided for herein. In the event of any such legal action against any such owner, such owner agrees to pay all court costs, plus reasonable attorney's fees to the party enforcing any part of this Declaration.

(E) **Non-Responsibility of Committee.** Neither the Architectural Committee, nor any member thereof shall be responsible for any damages for approval or disapproval of any plan, or for structural or other defects of any kind or nature whatsoever in said plans or specifications erected in accordance therewith. Any person filing suit against said Committee must pay all court costs and all reasonable attorneys' fees for said Committee for each preceding regardless of the outcome of said proceeding.

19. 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 are retained.

20. TERM

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

21. SEVERABILITY

Invalidation of any one of these covenants by judgement of Court Order shall not affect any of the other provisions which shall remain in full force and effect.

22. WAIVER

Any delay or omission on the part of the Declarant or its successors or assigns, or the owners of other lots or parcels in the Northshore Ridge Subdivision, in exercising any right, powers, remedy or remedies provided by law or herein, in the event of any breach of the conditions, restrictions and covenants herein contained, shall not be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of the breach of these conditions, restrictions and covenants, or for imposing restriction herein which may be unenforceable.

IN WITNESS WHEREOF, the undersigned property owner/declarant have hereunto set their hands and seals this _____ day of _____, 1986

Richard H. Perry
RICHARD H. PERRY

Naomi Moore James L. Moore
NAOMI MOORE

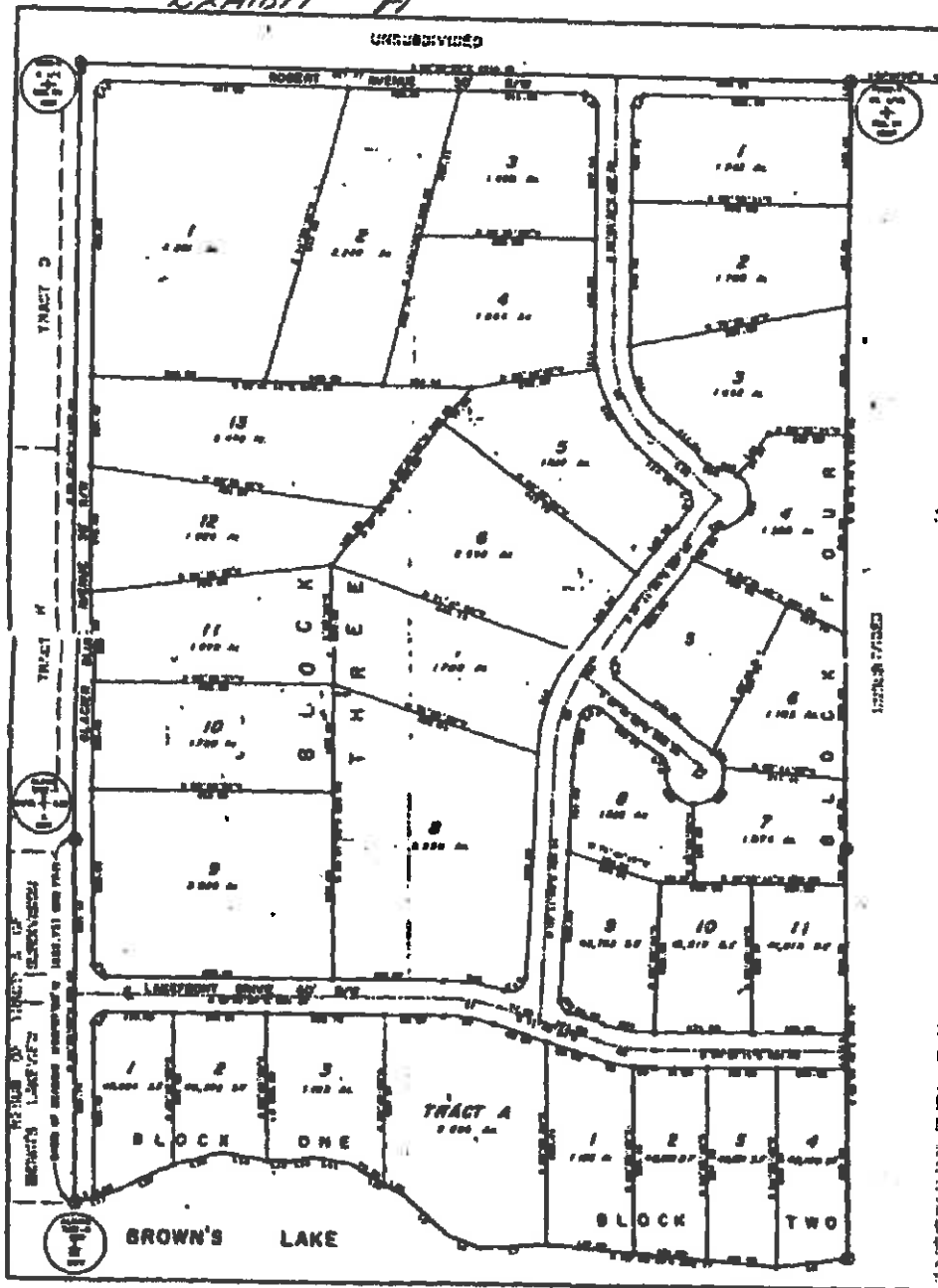
STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on this 24th day of March, 1986, before me, the undersigned Notary Public in and for Alaska, personally appeared Richard H. Perry and Naomi Moore, known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed 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.

Richard H. Perry
Notary Public in and for Alaska
My Commission expires: 1/1/87

EXHIBIT "A"



POOR FILMING QUALITY

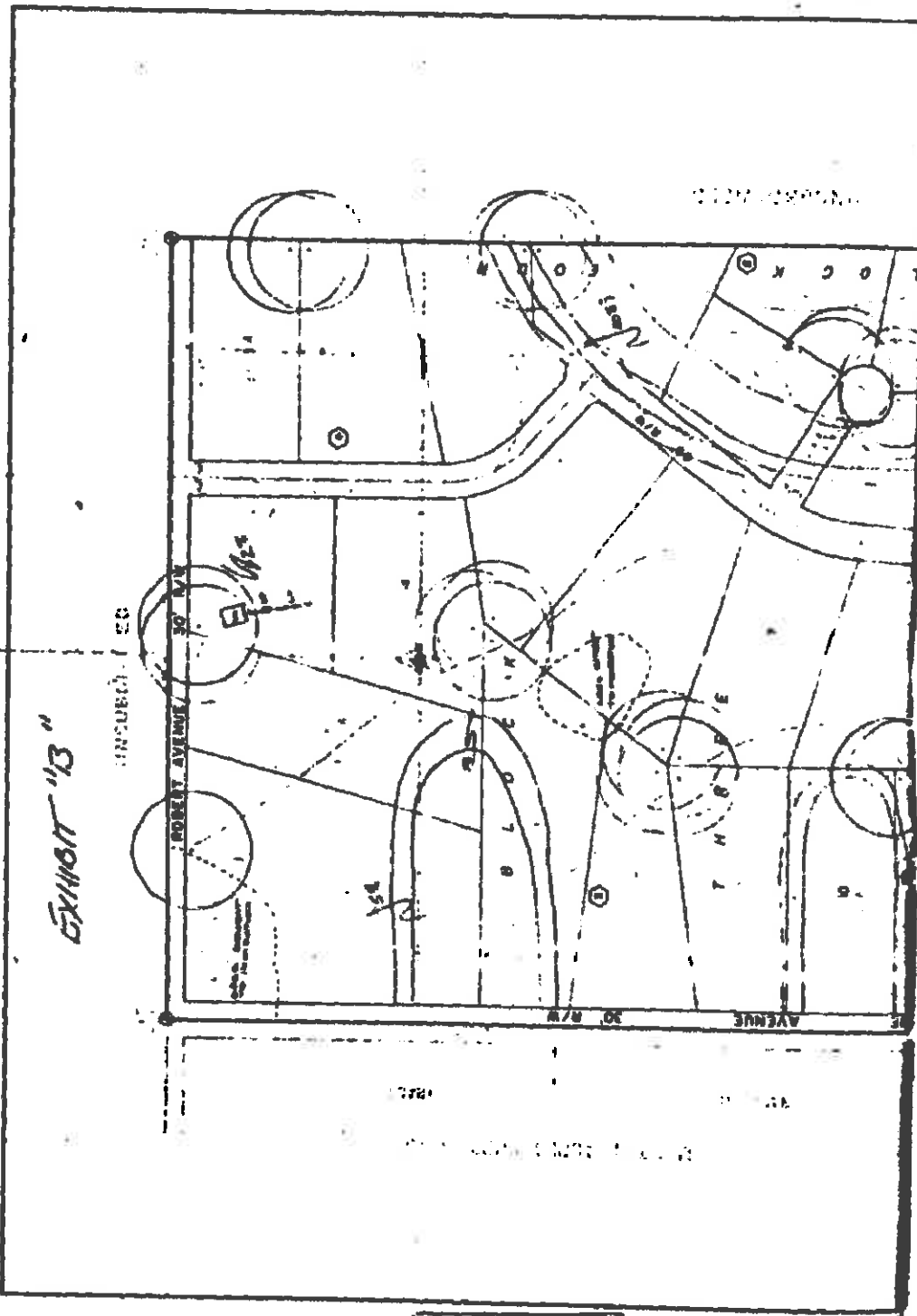


EXHIBIT '13'

INSURANCE

30 FT

30 FT

AVENUE

T H B W E

154

POOR FINISHING QUALITY

86-3153

RECORDED - FILED - 43

KC 601

APR 24 1986

FILED IN 86-3153

BY [Signature]

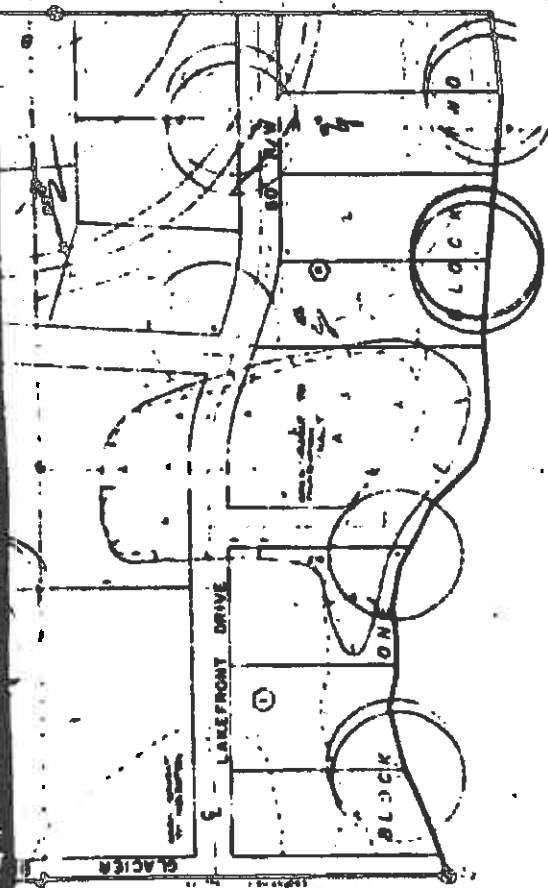
NORTH SHORE RIDGE SUBDIVISION

84- April 2

PREPARED BY: HILL & ASSOCIATES, INC.

DATE: 11-1-85

SCALE: 1" = 100'



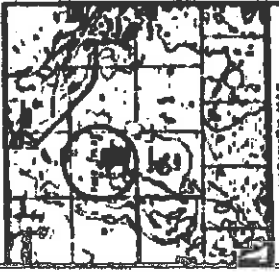
BROWN'S LAKE

NORTH SHORE RIDGE SUBDIVISION

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

DATE OF DECLASSIFICATION: [blank]

BY: [blank]



POOR FILMING QUALITY

44867

AMENDMENT TO CONDITIONS, RESTRICTIONS AND COVENANTS
OF
NORTH SHORE RIDGE SUBDIVISION

The purpose of this amendment is to amend Paragraph 1 SPECIFIC EXCLUSIONS, and Paragraph 2, LAND USE, to the Conditions, Restrictions and Covenants of North Shore Ridge Subdivision, being filed under Plat No. 86-14, which were recorded in the Kenai Recording District, Third Judicial District, State of Alaska, on the 24th day of March 24, 1986 in Book 283 at Page 390. Said Paragraphs 1 and 2 shall be amended to read as follows:

1. SPECIFIC EXCLUSIONS

The conditions, restrictions and covenants contained herein shall apply to all of the real property contained within North Shore Ridge Subdivision except for the following parcels: Tract "A" and Lots 3 and 4, Block 2, and Lots 4, 6, 7 and 11, Block 4 of said North Shore Ridge Subdivision.

2. LAND USE

No Lot or other parcel of the real property contained in North Shore Ridge Subidivision shall be used for any purpose other than residential purposes, EXCEPT for Lots 3 and 4, Block 2 and Lots 4, 6, 7 and 11, Block 4, on which lots a private aircraft strip may be constructed by any future owner or owners thereof, which airstrip shall remain as a private airstrip for private use or business use only by said owner or owners, their invitees and guests, and shall only be used in such a manner as to minimally disturb any other property owners in the subdivision.

Any resubdivision of a lot or parcel within the boundries of North Shore Ridge Subdivision is contingent upon the following rules:

- (a) All liens on lots or parcels to be divi ed that are held by North Shore Ridge Subdivision owners shall be paid in full prior to resubdivision.
- (b) The lots or parcels to be divided is done in accordance with the Kenai Peninsula Borough subdivision rules in effect at the time of such subdivision.

THAT ANY AND ALL OTHER CONDITIONS, RESTRICTIONS AND
PAGE ONE OF FOUR PAGES

COVENANTS OF NORTH SHORE RIDGE SUBDIVISION, BEING PLAT NO. 86-14 SHALL REMAIN IN FULL FORCE AND EFFECT.

We, the undersigned are all of the property owners within North Shore Ridge Subdivision at the time of the execution of this amendment and have hereunto set our hands and seal this 12th day of June, 1992.

RICHARD H. PERRY REVOCABLE TRUST DATED THE 2ND DAY OF APRIL, 1992

By Richard H. Perry
RICHARD H. PERRY, TRUSTEE

Naomi Beitler
NAOMI BEITLER

By Jimmy Moore
JIMMY MOORE, Attorney-in-Fact for NAOMI BEITLER

Ara L. Perry
ARA L. PERRY, a/k/a.
LOUISE PERRY

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

12th The foregoing instrument was acknowledged before me this 12th day of June, 1992 by A. Louise Perry, Trustee of the A. LOUISE PERRY REVOCABLE TRUST DATED THE 2ND DAY OF APRIL, 1992.

A. LOUISE PERRY REVOCABLE TRUST DATED THE 2ND DAY OF APRIL, 1992

By A. Louise Perry
A. LOUISE PERRY, TRUSTEE

Jimmy D. Moore
JIMMY D. MOORE, a/k/a JIMMY DON MOORE

Karen L. Moore
KAREN L. MOORE

By Jimmy Moore
JIMMY MOORE, Attorney-in-Fact for KAREN L. MOORE

Janice L. Palmer
Notary Public for the State of Alaska, residing at Kenai
My Commission expires: 5/19/93

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

12th The foregoing instrument was acknowledged before me this 12th day of June, 1992, by RICHARD H. PERRY, Trustee of

the RICHARD H. PERRY REVOCABLE TRUST DATED THE 2ND DAY OF APRIL, 1992.

Janice J. Palmer
Notary Public for the State of Alaska, residing at Kenai
My Commission expires: 5/19/93

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

On this 7th day of July, 1992, personally appeared before me JIMMY D. MOORE, also known to me as JIMMY DON MOORE, who acknowledged to me that he executed the foregoing instrument freely and voluntarily, for the uses and purposes therein contained.

Janice J. Palmer
Notary Public in and for the State of Alaska, at Kenai
My Commission expires: 5/19/93

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

On this 7th day of July, 1992, personally appeared before me JIMMY MOORE, known to me to be the Attorney-in-Fact for NAOMI BEITLER, who acknowledged to me that he executed the foregoing instrument freely and voluntarily on behalf of said principal, for the uses and purposes therein contained.

Janice J. Palmer
Notary Public in and for the State of Alaska, at Kenai
My Commission expires: 5/19/93

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

On this 12th day of June, 1992, personally appeared before me ARA L. PERRY, a/k/a A. LOUISE PERRY, who acknowledged to me that she executed the foregoing instrument

freely and voluntarily, for the uses and purposes therein contained.

Janice L. Palmer
Notary Public in and for the
State of Alaska, at Kenai
My Commission expires: 3/1993

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

On this 2nd day of July, 1992, personally appeared before me JIMMY MOORE, known to me to be the Attorney-in-Fact for KAREN L. MOORE, who acknowledged to me that he executed the foregoing instrument on behalf of said principal as her free and voluntary, for the uses and purposes therein contained.

Janice L. Palmer
Notary Public in and for the
State of Alaska, at Kenai
My Commission expires: 3/1993

Upon recording return to:

Richard H. Perry
P. O. Box 877596
Wasilla, AK 99687

92-4662

KENAI REC 26
DISTRICT
REQUESTED BY II

'92 JUL 20 AM 9 55