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Recording Dist: 302 - Kenai

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DECLARATION OF COVENANTS AND RESTRICTIONS

27949

MOUNTAIN LAKE MEADOWS SUBDIVISION

Plat No. 2009-90, Kenai Recording District, Third Judicial District, State of Alaska

This Declaration made this 9th day of July, 2010, by Velma K. Holly shall be hereinafter referred to as "Declarant".

RECITALS

- A. Declarant is the fee owner of the property described in this Declaration. This Declaration is being imposed by Declarant upon the property described as Mountain Lake Meadows Subdivision, according to Plat No. 2009-90, Kenai Recording District, Third Judicial District, State of Alaska
- B. Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the covered property and each and every lot and portion thereof, for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.
- C. Declarant will hereafter hold and convey title to all of the covered property subject to the protective covenants, conditions and restrictions herein set forth.
- D. It is Declarant's purpose and intent that the provisions contained herein shall be effective and enforceable without need for a highly structured or active Owner's Association. However, nothing contained herein shall be construed to preclude formation of Mountain Lake Meadows Subdivision Owners Association. Should a majority of the owners deem this to be appropriate, it is intended that all owners shall be members of the Owners Association.

ARTICLE 1 **DEFINITIONS**

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1.1 **"Property" or "Subdivision"**: Shall mean and refer to all the real property known as and particularly described as Mountain Lake Meadows Subdivision, hereto.

Section 1.2 **Lot**: Shall mean the lots of Mountain Lake Meadows Subdivision.

Section 1.3 **"Owner" or "Lot Owner"**: Shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a lot, including Declarant, but excluding those having such interest merely as security for the performance of an obligation. Where appropriate to the context, Owner may mean one of several persons who collectively own a Lot.

Section 1.4 **"Votes"**: Each Lot in the Subdivision shall have one (1) vote.

Section 1.5 **"Dwelling:"** Shall mean the principal residential structure, together with an attached garage or carport.

ARTICLE 11 **OWNER'S MAINTENANCE OBLIGATIONS**

Section 2. **Maintenance**: Each Lot Owner shall maintain his house exterior, outbuildings, fences, recreation vehicles and any other improvements in good condition and repair.

Note: *See also section 3.2, item (a).*

Section 2.1 **Private Lake Access**: Each Lot Owner shall maintain and be responsible for his/her use of the private lake access area



ARTICAL 111
USE RESTRICTIONS

Section 3.1 General Provisions:

- (a) All restrictive covenants listed and/or contained herein are subject to all instances of compliance with the State of Alaska statutes and the Kenai Peninsula Borough zoning ordinances, and pertinent restrictions.
- (b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants; whether to restrain such violation or to recover damages.
- (c) Easements for installation and maintenance of utilities, access easements, and notes as shown on the plat of the Subdivision, shall be binding.

Section 3.2 Land Use, Dwelling and Structures:

- (a) **Land Use:** No Lot shall be used except for single family residential, professional or business uses which do not unreasonably interfere with the use and enjoyment of other lots. Bed and breakfast and cabin rentals are permitted. Activities on Lots must comply with applicable laws. Clearing of trees/shrubs on all lots shall be selective and not clear cut. A 10 ft. natural screen area is recommended to be left on the perimeter of each lot if applicable. Lot owners should be mindful, thoughtful and considerate of other neighbors when considering the type, placement, aesthetics and height of any proposed fencing and its anticipated continual maintenance.
- (b) **Dwelling & Structures:** Conventional building methods and materials including log, shall be used for all building structures. The minimum permitted dwelling size for the ground floor area of the main structure, exclusive of (1) story open porches and garages shall not be less than nine hundred (900) square feet. The exterior of the dwelling must be completed in one (1) year from the start of construction. Storage buildings such as metal containers and conex type buildings are to be used only during short term construction of dwelling and shall be removed off site after completion of dwelling. Permanent storage buildings and detached garages will be of similar design and style to compliment residential structures. Each structure and dwelling must be constructed to state and local building codes and regulations, attached to a permanent foundation, and have a finished exterior. Storage buildings smaller then 150 sq. ft. do not require a permanent foundation. **Mobile homes and saw mills are not allowed.** RV type motor homes, pickup campers and pull type camp trailers can not be used as a permanent dwelling but may otherwise use, park and be stored on property (See also Article 2, section 2 and section 3.2 item (f)).

(c) **Drainage:** If feasible, building structures shall be located within the Lot in such a manner that the driveways drain toward the street. All driveways and walkways from the street shall conform to the natural drainage and shall be culverted to allow unimpeded flow of drainage. Any alteration of natural drainage shall become the responsibility of the party changing grades and such party shall so take the necessary actions to insure that the streets and drainage does not damage any other Lot or improvement thereon, and to insure that the streets and drainage culverts are not damaged. All culverts shall be 15 inches or more in diameter, and conform to Kenai Peninsula Borough regulations. Any required permits are the Lot Owners responsibility. Lot Owners must maintain culverts and kept clean of debris, etc. Existing ditch and R.O.W. drainage may not be diverted or otherwise altered by any Lot Owner.

(d) **Garbage and Refuse Disposal:** Trash, garbage or other waste shall be disposed of through removal by Lot Owners. Permanent storage of trash shall not be permitted on a Lot. No burying trash/garbage or burning of trash/garbage allowed on any Lot. Construction waste during construction shall be kept to a minimum on the site and removed off site as soon as is reasonably possible.

(e) **Animal Regulations:** No animals or live stock such as cows or horses shall be kept on any Lot. Domestic dogs and cats may be kept as household pets. No breeding or kennels for commercial purposes. No more than two (2) dogs or two (2) cats may be maintained on a Lot. No vicious dog shall be kept on any Lot. Lot owners pets must be kept on owners property, fenced or otherwise properly restrained from running freely in the subdivision. When off owners property, pets will be leashed. It is the lot owners responsibility to pick up and remove pets feces. No Lot owner or combination of two or more Lot Owners may keep dogs on a Lot for the purpose of constituting a dog-mushing team.

(f) **Parking and Vehicle Restrictions and Storage:** No wrecked, inoperative, vandalized or otherwise derelict-appearing vehicles shall be kept, placed, stored or maintained upon any Lot. No street may be used for the storage of any equipment, material or merchandise used or to be sold in a business or trade. There shall be no on-street overnight parking. Each Owner shall provide adequate off-street parking for all vehicles used by the Lot Owner or the Lot Owner's tenants or employees. Vehicles shall be parked on the streets of the Subdivision, except in an emergency or for temporary parking during the time that a Lot Owner is performing snow removal on a Lot or during construction.



(g) **Nuisances:**

1. The intent of this nuisance covenant is not to limit the access of recreational vehicles to and within Mountain Lake Meadows Subdivision. The primary intent is to limit the noise and the excessive use of these recreational vehicles within the subdivision. The intent is to encourage the use of these vehicles to be operated outside the subdivision on the countless, existing trails and State and Federal land right of ways.

2. No noxious, dangerous or offensive activity shall be carried on within the Subdivision or on or about the private lake access, nor shall anything be done therein which may become an annoyance or nuisance to any Lot. All vehicles including motorbikes, motorcycles, snow machines, 4-wheelers and watercraft shall have operable mufflers.

3. Lot Owners shall contain or control their animals to the extent necessary to prevent their becoming a nuisance to other Lot Owners, including, but not limited to barking dogs.

(h) **Private Lake Access:** It is intended that the overall use of the Private Lake Access will be conducted with the overall benefit of all impacted Lot Owners. Lot owners shall not give out keys to locks or combination to the locked access gate to any person other than his or her immediate family living in an impacted area. It is intended that each Lot Owner and guest will pick up after themselves, after each use which includes but not limited to the following;

1. Keep privy/out house clean.
2. Keep fire pit clean, no burning of picnic garbage. Use only wood or briquettes.
3. Keep beach/picnic area clean, pick up garbage including cigarette butts and remove off site.
4. No parking vehicles at beach / picnic area at anytime. Any and all boat launching will be conducted at the existing public boat launch. All vehicles will park a minimum of 100 ft. away from picnic area and along the side of access road R.O.W. No water craft, boats, canoes, kayaks or any other type of floating craft or amusement devise, or boat trailer shall be left or stored at or around this private use area for more than one day and no over night camping.

ARTICLE 1V
GENERAL PROVISION

Section 4.1 **Enforcement:** Any lot Owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenant, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to



recover damages or other dues for such violation entered. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.2 **Severability:** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 4.3 **Term:** The covenants, conditions and restrictions of this Declaration shall run with and bind the covered property and shall inure to the benefit of and be enforceable by any Owner and the Owner's legal representatives, heirs, successors and assigns, for a term of fifty(50) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by sixty-six and two-thirds percent (66 2/3%) of the then Lot Owners has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4.4 **Construction:** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Subdivision. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpretation of construction.

Section 4.5 **Amendments:** This Declaration of covenants, conditions and restrictions may be amended only by affirmative written assent or vote of not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners, and further, this amendment provision shall not be amended to allow amendments by the written assent or vote of less than sixty-six and two-thirds percent (66 2/3%) of the Owners unless otherwise stated herein.

Section 4.6 **Singular Includes Plural:** Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 4.7 **Notices:** In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally. In which case personal delivery of such notice shall be to one or more co-owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the Owner.



Section 4.8 **Arbitration:** any dispute, controversy, or claim arising out of, in connection with, or in relation to this Declaration, shall be submitted to and determined by a single arbitrator in accordance with the commercial rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DECLARANT:

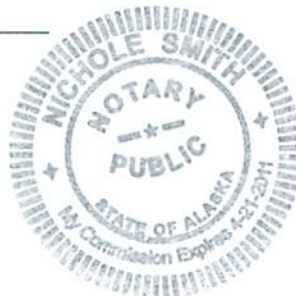
Velma K. Holly 7-9-10
Velma K. Holly Date

State of Alaska)
)SS:
3rd Judicial District)

On this, the 9th day of July, 20 10, before me a notary public in and for the State of Alaska, personally appeared **Velma K. Holly** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that **she** executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Nichole Smith
Notary Public



Return To:
Velma Holly
PO Box 365
Soldotna, AK 99669

