

COVENANTS AND RESTRICTIONS  
OF FOREST GLEN SUBDIVISION, REVISED

Homer, Alaska

These covenants and restrictions replace entirely those "Covenants and Restrictions of Forest Glen Subdivision, Homer, Alaska", recorded February 19, 1974, in Book 74 at page 407, Homer Recording District, Third Judicial District, State of Alaska.

Preamble:

The purpose of these covenants is to assure that property owners will be fully protected from poor quality surroundings and that they will be assured of pleasant, sanitary and safe sites to erect their homes. These covenants will be in effect in the Forest Glen Subdivision, Unit No. 1 and Forest Glen Subdivision, Unit No. 2, located within:

Homer Recording District, Third Judicial District,  
State of Alaska, situated in:

A portion of Government Lot 4 and a portion of the Southeast one-quarter of the Northwest one-quarter (SE 1/4 NW 1/4) of Section 19, Township 6 South, Range 13 West, Seward Meridian.

Lots One (1), Two (2) and Three (3), Block One (1), and Lot One (1), Block Two (2), Forest Glen Subdivision Unit No. 1 shall be exempt from these covenants and restrictions.

1. Land Use and Building Type:

That the property herein described shall not be used for any purpose other than for single family or two family residential purposes and no commercial activities shall be conducted upon the premises herein concerned other than that described above. Neither will there be permitted any conduct, enterprises or usage that may create a nuisance, be unlawful or act detrimentally to the peace, dignity or value of the property described herein. It is further understood that the keeping of partially dismantled vehicles, junked cars, or unused equipment on the premises is prohibited. The keeping of old vehicles on the premises is prohibited unless such vehicles are being used for transportation.

2. It is the intention and purpose of this covenant to assure that all dwellings are of good quality workmanship and materials. The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for a single family residence or 1,500 square feet for a two family residence. The main structure shall be built on a permanent foundation.

3. Building Location:

No building shall be located on any lot nearer than twenty (20) feet to any property line.

4. 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.

5. Temporary Structures:

Temporary or interim structures shall be of a residential nature and shall be completed or removed within two (2) years.

6. Livestock and Poultry:

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 not be kept, bred or maintained for any commercial purposes.

7. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground. 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.

8. Water Supply:

No individual water supply system shall be permitted on any lot unless such system is installed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

9. Sewage Disposal:

No individual sewage disposal system shall be permitted on any lot unless such system is installed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation.

10. Re-Subdivision:

The area of lots herein described shall not be reduced in size by subdivision until such time that both public water and sewer are installed and available for connection.

11. General Provisions:

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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that these covenants shall be subordinate to existing or subsequent laws or regulations of the Kenai Peninsula Borough or any other competent authority.

12. Enforcement:

Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant either by restrain violation or recover damages.

13. Severability:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 28<sup>th</sup> day of March, 1974.

NORTH COMPANY, an Alaskan corporation

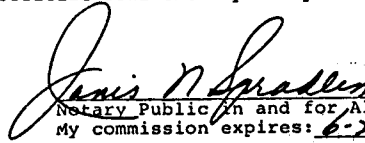
By J. P. Bell  
J. P. Bell, President

By Frank G. Wilson  
Frank G. Wilson, Secretary -  
Treasurer

STATE OF ALASKA )  
                  ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 28<sup>th</sup> day of March, 1974, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared J. P. BELL and FRANK G. WILSON, known to me and to me known to be the President and Secretary-Treasurer, respectively, of NORTH COMPANY, an Alaskan corporation, and known to me to be the persons who executed the foregoing instrument on behalf of the corporation herein named and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year first in this certificate written.

  
Notary Public in and for Alaska  
My commission expires: 6-25-77

74-000561  
7-4

RECORDED-FEED  
HOMER RECORDING  
DISTRICT

Apr 1 12 22 PM '74

REQUESTED BY Alutian Realty  
208 W 5th  
ADDRESS Anchorage

Return to: North Company  
208 West 5th Avenue  
Anchorage, Alaska  
99501



**COVENANTS AND RESTRICTIONS OF  
LOTS 4A, 4B AND 4C, FOREST GLEN SUBDIVISION UNIT 2, 2014 REPLAT  
PLAT No. 2014-33**

**Preamble**

The purpose of these covenants and restrictions is to protect property owners from poor quality surroundings and to enhance the likelihood that they will enjoy pleasant, sanitary, and safe sites upon which to erect their homes. These covenants will be in effect in the following lots:

Lots Four A (4A), Four B (4B), and Four C (4C), FOREST GLEN SUBDIVISION UNIT 2, 2014 REPLAT, according to Plat No. 2014-33, in the Homer Recording District, Third Judicial District, State of Alaska.

These lots are also subject to the Covenants and Restrictions of Forest Glen Subdivision, Revised, recorded at Book 76, Page 236, in the Homer Recording District, Third Judicial District, State of Alaska.

**1. Building Location.**

Lot 4A is granted exception to the twenty (20) foot setback rule created by the Covenants and Restrictions of Forest Glen Subdivision, Revised, along the "flagpole" portion of Lot 4B.

No permanent or temporary buildings may be built on the "flagpole" portions of Lots 4B or 4C.

One Temporary or permanent outbuilding may be constructed on each lot, and can be no more than 200 square feet. Such building must be located on the eastern ½ of the lot upon which it is built.

**2. Access to Lot 4B.**

Lot 4B is prohibited from building a driveway on the "flagpole" portion of the lot. An easement granting Lot 4B access over the "flagpole" portion of Lot 4C and the westernmost portion of Lot 4C shall provide physical access to Lot 4B.

**3. Utilities.**

No above ground utilities are permitted on any lot.

**4. Speed Limit.**

Vehicles may not travel on any driveway at a rate of more than 20 mph.

**5. Animal Husbandry.**

Not more than four dogs and cats (total) are permitted per household. All animals must be properly restrained and must be removed if they become a nuisance.

**6. Sanitary Conditions.**

All lots within the subdivision shall be maintained in a neat and orderly manner. No lot may be used or maintained as a dumping ground. All rubbish, trash, garbage and other waste material shall be stored in no more than four (4) garbage cans and disposed of properly. All trash bins, incinerators and other equipment used for storing or disposing waste must be maintained in a clean and sanitary condition.

No more than six (6) vehicles, including boats, RVs, snow machines, ATVs and the like, may be stored on any lot. No more than four (4) cars/trucks may be stored on any lot.

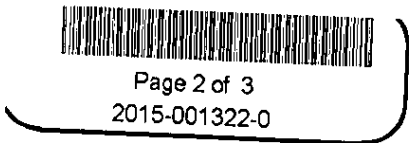
**7. Disturbed Ground and Drainage.**

Any ground disturbed by construction, utilities, or temporary structures must be restored to its original state within two (2) years of the Fall following the disturbance.

Any planned drainage which deviates from the natural slope must be submitted to the owner of Lot 4A for approval. It is anticipated that effort will be made to retain wild cover for fauna.

**8. Enforcement.**

Enforcement shall be by a proceeding at law or equity against any person violating or attempting to violate any covenant set forth herein. Such an action may be maintained by any lot owner subject to these covenants. Relief may take the form of either an injunction or an award of damages. The prevailing party is entitled to recover its actual costs and attorney's fees incurred in maintaining the action. Prior to initiating a proceeding at law or equity, effort shall be made to resolve disputes outside of the court system.



Lindsay Wolter • 4164 Pennock St., Ste. A • Homer, AK 99603 • T: (907)235-2717 • F: (907)235-2715

**9. Amendment.**

This instrument may be amended by the affirmative vote of 2/3 of the lot owners within the subdivision, with each lot being entitled to one vote. The amendment shall become effective only after the requisite number of signatures has been obtained and the amended instrument properly recorded.

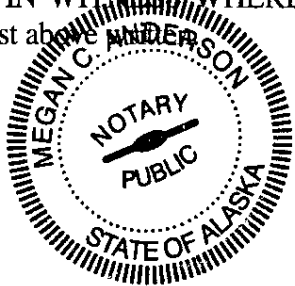
21 May 2015  
Date

Stephen E. Rollins  
Stephen E. Rollins, Owner of Lots 4A, 4B and 4C

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

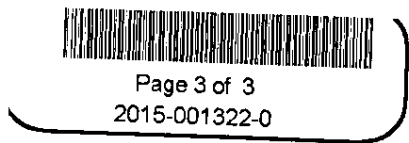
THIS IS TO CERTIFY that on this 11 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Stephen E. Rollins, known to me to be the individual who executed the foregoing instrument and acknowledged to me that said person signed and sealed the same freely and voluntarily for the uses and purposes therein described.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date first above written.



Megan Anderson  
Notary Public in and for Alaska  
My Commission Expires: 12/10/15

**Return to:** Stephen Rollins  
P.O. Box 669  
Homer, Alaska 99603





Amendment to  
2015-1322  
Covenants and restrictions  
Returned to Stephen A Robbins  
PO Box 649 Homer AK 99603

**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**

1. As a view easement, no building may be constructed on lot 4C that exceeds 20 ft.in height at the highest roof line. An exemption to this CC & R may be granted by the owner of lot 4A in writing after examination and approval of staked plans for construction.
2. The access road presently on 4C may be widened by the owner of either Lot 4B or 4C up to 4 feet. Culverts providing drainage must be replaced or extended if any owner of the Subdivision so requests in writing prior to or during the road reconstruction.It is vital to note that any road widening does not extend onto the property of 3702 Forest Glenn without the express written permission of the owner. See attached Driveway Exhibit.
3. Tie- in to the sewer line owned by 4A by the owner of lot 4C may be accomplished as long as sewer cutoff to 4 A does not exceed a continuous 8 hour period. Owner of 4A must be notified in writing 96 hours prior to tie-in date. If a longer shutoff period occurs, owner of 4C is liable for damages of \$1000.00 per day.
4. No building construction may occur on any lot prior to 8 AM or after 8 pm.
5. Road maintenance costs will be split equally among the owners of lots 4B and 4C. Either owner may initiate and complete maintenance at their own expense as long as the road is not blocked for more than one hour.

These 5 amendments to the original CC & Rs for Forest Glen Subdivision Unit 2, 2014 Replat  
And were voted and approved by the owner of all 3 lots on October 17, 2022.

ORIGINAL CCR 2015 - 001 3220

5/11/2015

Stephen E. Rollins

Stephen E.Rollins



State of Alaska

3rd Judicial District

THIS IS TO CERTIFY that on the 24 day of October, of 2022  
(date) (month) (year)

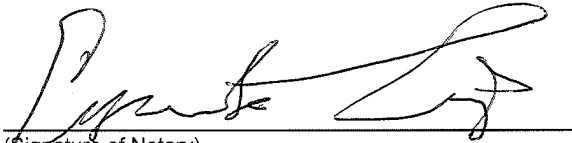
Stephen Edward Rollins, known to me to be the individual or  
(name of individual)

individuals named by the within Amendment to CC & R Lot 4A 4B 4C Forest Glen Sub,  
(document description)

personally appeared before me and acknowledged that (he/she/they) signed said document freely and voluntarily for the uses and purposes stated within.

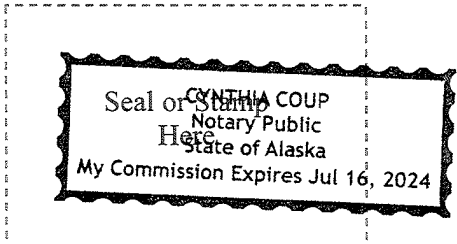
GIVEN UNDER MY HAND and official seal:

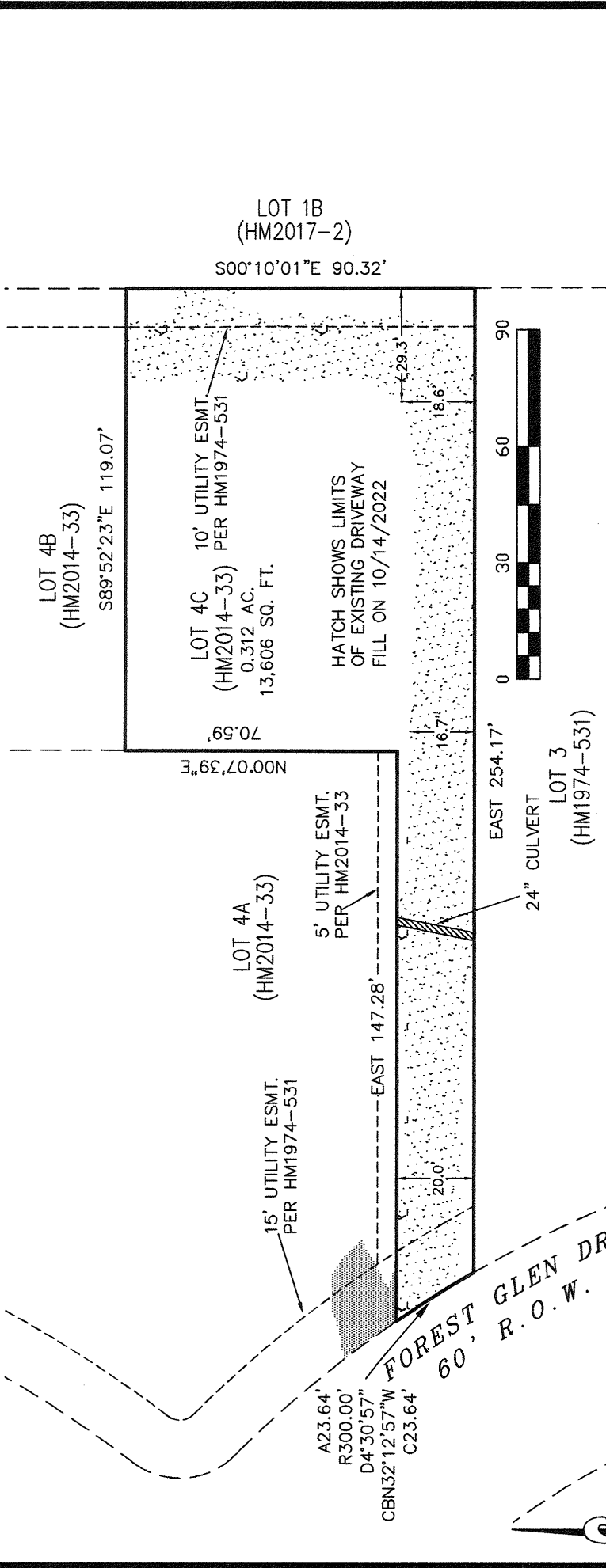
Dated: 10/24/22

  
(Signature of Notary)

Notary Public for the State of Alaska

My Appointment Expires: 7-16-24





# DRIVEWAY EXHIBIT

PLAT TO ACCOMPANY DRIVEWAY EASEMENT

DATE	10/21/2022
JOB No.	5439
DRAWING	5439_5120_5063
SCALE	1" = 30'
TAX PARCEL	17527046
PLAT No.	HM 2014-33
SECTION	19
TOWNSHIP	76S
RANGE	R13W (SM)
ADDRESS	3730 FOREST GLEN DR

**LOT 4C**  
**FOREST GLEN SUBDIVISION**  
**UNIT 2, 2014 REPLAT**  
 LOCATED IN THE NW 1/4 OF SEC. 19,  
 16S, R13W, S.M.  
 WITHIN THE CITY OF HOMER  
 HOMER RECORDING DISTRICT

**ABILITY SURVEYS**  
 REGISTERED LAND SURVEYORS  
 (907) 235-8440  
 152 DEHEL AVE., HOMER, ALASKA 99603



NOTE:  
 THE EXISTING DRIVEWAY FILL LIMITS  
 ARE PER SURVEY ON 10/14/2022.

