



**2005-010929-0**

Recording Dist: 301 - Anchorage  
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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
BEAR RIDGE SUBDIVISION  
PLAT #2004-145, ANCHORAGE RECORDING DISTRICT

CC

To supercede and revoke the prior covenants recorded 1/14/74 in Book 463 at Page 337 (former description: Tract A Teri Subdivision Addition No.2) and to supercede and revoke the prior covenants recorded 10/13/97 in Book 3137 at Page 730 (former description: aliquot parts in Section 4, T13N, R1E SM).

The undersigned, being the owner of that certain land hereinafter described, hereby makes the following declarations as to limitations, restrictions, and uses for which the lots or tracts constituting the aforesaid subdivision may be put and hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

The land which is subject to these building and land use restrictions is described as follows:

LOTS ONE through FOURTEEN (1-14), BEAR RIDGE SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-145, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

LAND USE AND BUILDING TYPE:

To be in compliance with zoning.

BUSINESS OR COMMERCIAL ACTIVITY:

As per the zoning restrictions of the Municipality of Anchorage.

DWELLING SIZE:

Each single family residence to be constructed in Bear Ridge Subdivision shall contain a minimum of 2,400 square feet of Two-Story living area or a minimum of 1,800 square feet of Ranch living area. Each residence will have a private enclosed garage for not less than three (3) vehicles. A garage attached to or detached from the main structure of the

residence is not to be construed as living area.

DWELLING QUALITY:

Each single family residence will have no T1-11 visible from the road, no vinyl siding is permitted. Construction must be enclosed and exteriors finished within ONE YEAR from start of initial construction. No structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently. Portable toilet facilities shall be required within three hundred feet (300') of any construction site.

NUISANCES:

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

ANIMALS, LIVESTOCK AND POULTRY:

No animals, sled dogs, poultry, livestock (excluding horses) shall be raised, bred or kept on any lot except household pets such as dogs, cats or other pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be fenced or otherwise restrained at all times. No pet shall be allowed to run freely. Lot owner is responsible for removing it's pets animal feces from all areas. No vicious dog as defined in the ordinances of the Municipality of Anchorage shall be kept on any lot.

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 such equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash containers shall be placed so as not to be visible from any public right-of-way except on days of pick-up.

WELL AND SEPTIC:

Bear Ridge Subdivision has no sewer available to the lots and thereby requires the installation of individual septic systems and wells at the lot buyer's expense. Each system must comply with the Department of Environmental Conservation and/or Municipality of Anchorage regulations and must be installed and approved before occupancy. It is the sole responsibility of the lot buyer to comply with the testing requirements for septic and well approval before an occupancy permit can be issued.

RE-SUBDIVISION:

The area of lots herein described shall not be reduced in size by re-subdivision, except that owners of three (3) contiguous lots may divide the inner or middle lot, thus increasing the size of the two (2) remaining lots which shall then be created for all



purposes pertinent to these covenants as enlarged single lots.

**BUILDING LOCATION:**

To be in compliance with zoning.

**ANTENNAS:**

No CB antennas, ham radio antennas or other antennas will be installed on any lot or building. In the event an outside antenna or dish is required by the regulations of the Federal Communications Commission, the antenna or dish shall be no longer nor installed higher than absolutely necessary for reception of an acceptable quality signal. Antennas, masts, and any visible wiring must be painted to match the color of the dwelling, provided the paint does not degrade the signal. An antenna or dish situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing, if an acceptable signal may be received from such placement. An antenna or mast may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location.

**BUSINESS:**

To be in keeping with zoning.

**FENCES AND DOG RUNS:**

No fences shall be erected or placed on any lot nearer to any street than specified in the Municipality requirements, and the placement and type of fences shall enhance, rather than detract from the quality of surrounding neighborhood structures. Chain-link type fences are prohibited except for dog runs. Dog runs shall be allowed to be erected on any lot and must be a fenced in kennel area located between the dwelling and the rear property line and shall be unobservable from any subdivision streets. All wood fences shall be sealed or stained so as to be weather protected. No fence shall be erected within a minimum of a fifty (50) foot setback from the front lot line or whatever is dictated per Municipal zoning, whichever is greater of the two. Such fencing will be used to conceal RVs, motor homes, etc., as directed in Parking and Vehicular Restrictions.

**PARKING AND VEHICULAR RESTRICTIONS:**

No wrecked, inoperative, vandalized or otherwise derelict-appearing automobiles. Trucks, trailers, motor homes, truck campers, detached camper units, boats, motorcycles, snowmachines, all-terrain vehicles, and recreational vehicles of any type, whether operative or inoperative, shall be kept, placed, stored, or maintained within 100' of the street or within an enclosed garage. The purpose of this provision is to keep these stored vehicles as well as any equipment out of sight. Fuel storage is prohibited. No lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade. All owners shall comply with the parking ordinances of the



Municipality of Anchorage which are applicable to residential neighborhoods. Each owner shall provide adequate off-street parking for all vehicles within the set-back restrictions of each private area and there shall be no on-street overnight parking.

PERMANENT, DETACHED STRUCTURES: (Outbuildings)

Any permanent, detached structure such as sheds, dog houses, barns, greenhouses, etc., must be finished to blend into the surroundings and its siding must be similar to the siding of the dwelling on the lot. It is required that such structures be located and constructed to blend in to the surrounding vegetation and in a location that cannot be seen from the front of the lot.

EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

OIL AND MINING OPERATIONS:

No oil or gas drilling, no oil or gas development operations, oil or gas refining, quarrying 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 in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot. No surface entry will be permitted and no extraction of minerals will be permitted within a five hundred foot (500) buffer measured vertically from the surface.

MINERAL RIGHTS:

All oil, gas, coal and mineral rights in or upon the aforesaid subdivision together with the right to explore for and remove the said materials are reserved to the undersigned owner of the subdivision, owner of all lots as of the date hereof, and such rights shall not be embraced within the conveyance from said owner of any lots herein referred to. The mineral rights shall be retained by the Declarant.

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.



SEVERABILITY:

Invalidation of any of these covenants by judgment or court order shall not effect any of the other provisions which shall remain in full force and effect.

TERMS:

These covenants will be in effect from the date on which the subdivision plat is recorded. 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 thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

THE foregoing restrictions and conditions for building and use in the named subdivision are hereby declared and adopted by the owners of the subdivision and all easements created, granted and reserved are declared to the act of the owner, and all conditions on purchase and ownership of property in the subdivision shall be deemed and considered covenants running with the land.

Dated this 18 day of Feb, 2005.

By: Jennifer Cizek

STATE OF ALASKA )  
Third Judicial District ) ss.

On this 18 day of Feb, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \*\*\* to me and acknowledged the said instrument to be the free and voluntary act and deed of said owner for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

referred to  
\*\*\* Joseph CIZEK +  
Jennifer CIZEK  
30545 Eagle River Ct.  
Eagle  
River AK  
99577

[Signature]  
Notary Public in and for Alaska  
My commission expires: 6/24/08

