



Return to:  
Cody McLane  
PO Box 468  
Soldotna, AK  
99669

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
FOREST HILLS LOOKOUT SUBDIVISION BOULDER HEIGHTS ADDITION**

**ACCORDING TO PLAT No. 2024-24**

**A 55.767 AC. M/L SUBDIVISION COMPRISED OF LOTS 1 THROUGH 12 SITUATED IN THE NE1/4  
OF NE1/4 OF SECTION 35 & W1/2 OF NW1/4 OF NW1/4 OF SECTION 36, TOWNSHIP 5 NORTH,  
RANGE 10 WEST, SEWARD MERIDIAN, ALASKA AND THE KENAI PENINSULA BOROUGH, IN THE  
KENAI RECORDING DISTRICT.**

**THIS DECLARATION**, made in the Third Judicial District, State of Alaska, this 17<sup>th</sup> day of June, 2024, by CODY R. MCLANE, herein referred to as "Grantor", whose address is Post Office Box 468, Soldotna, Alaska 99669.

**RECITAL**

The Grantor is the fee-simple owner of the following-described real property:

FOREST HILLS LOOKOUT SUBDIVISION BOULDER HEIGHTS ADDITION, a resubdivision of Lot 1 Forest Hills Lookout Subdivision Amended KN86-204 and unsubdivided NE1/4 of NE1/4 of Section 35, T5N, R10W, SM, AK and completes the R/W vacation of Mountain Ash Street, a portion of Paper Birch Lane and the associated utility easements as shown.

The following Covenants, Conditions and Restrictions are limited to:

Lots 1 through 11

Grantor hereby specifically and intentionally excludes the following lots from these Covenants, Conditions and Restrictions:

Lot 12

Grantor hereby makes the following declaration as to covenants, conditions and restrictions to which the above-described real property may be put, hereby specifying that said declaration

shall constitute covenants to run with the land which shall be binding on Grantor, his successors and assigns and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns. Grantor, in order to establish the covenants, conditions, restrictions and reservations of granting of easements for the above-described property, hereby covenants and agrees to be bound by this Declaration.

### **COVENANTS, CONDITIONS AND RESTRICTIONS**

The Grantor, his successors and assigns, by this Declaration, and all future owners of lots, by their acceptance of their deeds, covenant and agrees as follows:

1. **Intent & Purpose.** The intent of these covenants is to ensure use for an attractive residential purpose harmonious with the environment, prevent nuisances and maintain desired harmony to secure each owner full benefit and enjoyment of their home.
2. **Nuisances.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done herein which may be or become an annoyance or nuisance to the subdivision.
3. **Re-Subdivision.** That the area of the lots herein described shall not be reduced in size by subdivision or conveyed or encumbered in less than its full original dimensions as shown by the plat of the subdivision, except for the granting of easements for public utilities. The owners of two or more contiguous lots shall be permitted to combine two of said lots, making one larger lot, or to divide the middle lot or lots and add the portions to the exterior lots, thus creating two or more larger lots, which shall then be treated, for all purposes pertinent to these covenants, as enlarged single lots.
4. **Easements.** Easements for installation and maintenance of utilities, drainage facilities, subdivision sign and natural vegetation screening are reserved as shown on a recorded plat and recorded easements. Within these easements, no structure, plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area 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 reasonable.
5. **Clearing and Landscaping.** No owner shall be permitted to fully clear more than 75% of a lot on which trees of mature size and beauty exist. All stumps and clearing/grubbing debris shall be disposed of in a timely manner outside the subdivision. In the event of excessive clearing the owner is responsible for replanting and maintaining live trees.
6. **Land Use & Building Type.**



- a. No lot or other portion of the real property described above shall be used for any purpose other than one (1) residential single family dwelling.
  - b. No buildings shall be erected, altered, placed, or permitted to remain on the property other than one (1) single residential dwelling and three (3) outbuildings.
  - c. Renting or leasing of residential dwelling is permissible if the following restrictions are obeyed:
    - i. Lot may only be rented in its entirety; no individual rooms or portion may be rented.
    - ii. No sub-leasing allowed.
    - iii. All leases shall be in writing and for a period of not less than ninety (90) consecutive days.
  - d. Commercial business may be conducted within the subdivision provided the following restrictions are obeyed:
    - i. All business activities must take place inside primary dwelling or outbuildings.
    - ii. No outdoor activities or outdoor storage of any kind related to commercial business is allowed.
    - iii. No employees or customers of commercial business are permitted to conduct any related activities within the subdivision.
    - iv. Any commercial activities must not create a nuisance or be disruptive to other owners within the subdivision.
  - e. The exterior of any improvement must be completed within sixteen (16) months from the date of start.
7. Residential Dwelling. 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 that these covenants are recorded at the minimum permitted dwelling size. The ground floor area of one-story structure exclusive of open porches and garages shall not be less than one thousand (1,000) square feet. The ground floor area of multi-story structures exclusive of open porches and garages shall not be less than eight hundred (800) square feet.
8. Outbuildings. All outbuildings must meet the following restrictions:
- i. Total number of outbuildings is limited to (3) per lot.
  - ii. All outbuildings are limited to 30 foot maximum roof height.
  - iii. No outbuildings of any type may be placed or constructed prior to beginning construction on residential dwelling.
  - iv. All outbuildings must be of the same general architectural style and build quality of the residential dwelling.
  - v. The exterior of any outbuildings must be completed within sixteen (16) months from the date of start.
  - vi. A limit of (1) garden shed/greenhouse per lot.



- vii. A limit of (1) detached garage per lot. Interior ceiling height limited to eighteen (18) feet or less. Mom-in-Law Suites are permissible as part of detached garage structure.
- viii. A limit of (1) storage shed per lot.

9. Water supply and Sanitary Facilities. Individual water and wastewater disposal systems on each lot shall be installed and maintained in compliance with the standards and requirements of the State of Alaska. All dwellings shall have indoor sanitation facilities; no outhouses or other outside sanitation facilities of any type allowed. Owners shall consult subdivision soils report when planning locations of water well and wastewater disposal system and not install in locations where relevant protective setbacks would prevent owners from installing like systems on adjacent lots.

10. Fences.

- i. No fence, wall hedge or other structure for the purpose of screening or containment shall be erected, placed or altered on any lot the height exceeds six (6) feet from adjacent ground surface.
- ii. No fencing or blocking of utility easements.
- iii. Owners shall have property lines staked by licensed Surveyor if fence to be constructed on or within ten (10) feet of any property boundaries.
- iv. All fences, wall hedges or other structures must be maintained and in functional condition or be removed at expense of owner.

11. Livestock, Poultry and Animals. All animals, poultry and livestock within the subdivision must obey the following restrictions:

- i. No livestock or dog teams of any kind are allowed within the subdivision.
- ii. Poultry is permissible but limited to (5) or less females at all times.
- iii. No male poultry or breeding activities of any kind are allowed.
- iv. Outdoor pets limited to a maximum of (2) dogs and (2) cats each. No breeding allowed.

12. Automobiles, Motor Homes, Trailers, Recreational Vehicles, Boats, Watercraft, Heavy Equipment and Materials. All automobiles, motor homes, trailers, recreational vehicles, boats, watercraft, heavy equipment/machinery within the subdivision must obey the following restrictions:

- i. No vehicles, equipment or materials of any type may be placed or stored on lots prior to beginning construction on residential dwelling on respective lot.
- ii. All automobiles, motor homes, trailers, recreational vehicles, boats, watercraft, heavy equipment/machinery, construction or building materials and other miscellaneous vehicles and maintenance equipment must be stored completely within the respective parcel of the owner. All Heavy equipment/machinery and construction or building materials shall be screened and not visible from the subdivision road.



- iii. At no time is a motor home, trailer or other vehicle of any type to be used on the property as a residence.
- iv. No vehicles or equipment of any type may be abandoned or allowed to remain outside within a lot or in the subdivision roads/streets for more than fourteen (14) days if not in good operating condition.
- v. No lot or subdivision roads/streets may be used for the storage of any automobiles, motor homes, trailers, recreational vehicles, boats, watercraft, heavy equipment/machinery and other miscellaneous vehicles and maintenance equipment used or to be sold in a trade or commercial business.
- vi. At no time shall a temporary covering such as a tarpaulin be conspicuously used for the storage of vehicles, equipment or materials of any type except during construction of residential dwelling and outbuildings.

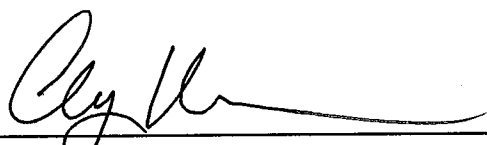
13. **Enforcement.** Any owner shall have the right to enforce, by any proceedings in law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. A failure by any owner to enforce any of the same shall in no event be deemed a waiver of their right to do so thereafter.

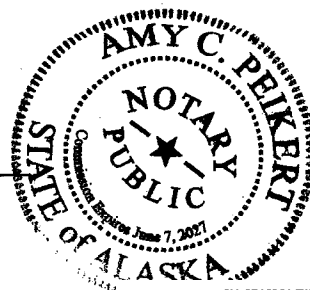
14. **Severability.** The invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

15. **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 (20) 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 100% of the owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

The foregoing covenants, conditions and restrictions for building and use in the Forest Hills Lookout Subdivision Boulder Heights Addition are hereby declared and adopted by the owner of the subdivision and all easements created, granted and reserved are declared to be the act of the owner and all conditions on purchase of ownership of property in the subdivision shall be deemed and considered as covenants running with the land.

**IN WITNESS WHEREOF**, the Grantor herein has signed his name on the day and year first mentioned above.

  
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 Cody R. McLane



ALASKA NOTARY ACKNOWLEDGEMENT

State of Alaska

City of Ketchikan

This foregoing instrument was acknowledged before me on 17<sup>th</sup> June, 20 24

by Cody McLane

Name(s) of person(s)(SS).

*[Handwritten Signature]*

Notary Public for Alaska

My Commission Expires: June 17<sup>th</sup> 2027

**DOCUMENT  
ELECTRONICALLY  
RECORDED**

