



Recording District:

Return to:

Dennis Merkes  
PO Box 404  
Soldotna, AK 99669

**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**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ST THERESA  
SUBDIVISION MERKES ADDITION.**

**ACCORDING TO PLAT NUMBER KPB FILE #2025-003**

**A 21.965 ACRE SUBDIVISION OF TRACT 1 ST THERESA SUBD (KRD 2001-74) AND TRACT 2B ST.  
THERESA SUBD. NO. 2 (KRD 2018-65) LOCATED IN THE SE ¼ SECTION 20, T5N R9W, SM,  
ALASKA. KENAI RECORDING DISTRICT, KENAI PENINSULA BOROUGH FILE #2025-003**

**THIS DECLARATION, made in the Third Judicial District, State of Alaska, this sixth day of June,  
2025, by Dennis R Merkes and Anita J. Merkes, for ANDE LLC, herein referred as "Grantors",  
whose address is Post Office Box 404, Soldotna, Alaska 99669.**

**RECITAL**

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

**St Theresa Subdivision Merkes Addition**

**A 21.965 ACRE SUBDIVISION OF TRACT 1 ST THERESA SUBD (KRD 2001-74) AND TRACT 2B ST.  
THERESA SUBD. NO. 2 (KRD 2018-65) LOCATED IN THE SE ¼ SECTION 20, T5N R9W, SM,  
ALASKA. KENAI RECORDING DISTRICT, KENAI PENINSULA BOROUGH FILE #2025-003**

**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 property and  
improvements, together with their grantees, successors, heirs, executors, administrators,  
devisees or assigns. Grantor, in order to establish the Covenants, Conditions and Restrictions  
and Reservations of granting of easements for the above-describes 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 and 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 a 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. Lots 4 and 5 are excluded from all Re-Subdivision restrictions, and if approved by the Kenai Peninsula Borough, Lots 4 & 5 may be re-subdivided into only two lots and all new lots will be subject to these complete CC&R's.
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 responsible.
5. **Prior Existing Use.** Any structures, overhead utilities and any clearings that were pre-existing before the date of June 5, 2025 will be allowed.
6. **Utilities.** All new utilities shall be installed only under-ground and meet all current codes. If new under-ground utilities are installed and the Right of Way is disturbed, then it is the property owner's responsibility to level and rake the right of way and then to install new grass seed.
7. **Clearing and Landscaping.** No owner shall be permitted to clear more than 80% of a lot. No trees of mature size may be removed from within 10' of the side property lot lines. If it is absolutely necessary to remove a mature tree from within 10' of the side property lot lines, then an 8' tall or 2" diameter tree shall be planted in place of each tree removed. All stumps and clearing/grubbing debris shall be disposed of in a timely manner. In the event of excessive clearing, the lot owner is responsible for replanting 8' tall or 2" diameter trees.
8. **Land Use & Building Type.**
  - a. No lot or other portion of the real property described above shall be used for any other 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. Main residence may be rented.
  - ii. No sub-leasing allowed.
  - iii. All leases shall be for a period of not less than three (3) consecutive days.
- d. The exterior of residential dwelling must be completed within sixteen (16) months from the date of start.
- e. No gasoline or diesel-powered motorized water craft may be launched into Hall Lake from this subdivision.

Lots 4, 5 and 6 are excluded from all Land use & Building Type restrictions, except the following restrictions must be followed:

- a. Commercial R/V Parks, junk yards, storage facilities, marijuana dispensaries or grow houses are not allowed.
- b. All business activities must be of an ethical nature, family oriented, and all activities must following all current Local, State and Federal Laws.
- c. No gasoline or diesel-powered motorized water craft may be launched into Hall Lake from this subdivision.

9. **Residential Dwelling and Out Buildings.** It is the intention and purpose of the covenants to assure that all dwellings and outbuildings be of high quality and workmanship and built from high quality materials. 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.

- a. Outbuildings; All outbuildings must meet the following restrictions:
  - i. Total number of outbuildings is limited to three (3) per lot.
  - ii. No outbuildings of any type may be placed or constructed prior to beginning construction on residential dwelling.
  - iii. The exterior of any outbuildings must be completed within twelve (12) months from the date of start.

Lots 4, 5 and 6 are excluded from all Residential Dwelling and Out Building Type restrictions, however the following restrictions will apply to these lots;

- i. The exterior of any buildings must be completed within twelve (12) months from the date of start.

10. **Water supply and Sanitary Facilities.** On-site water and wastewater disposal systems on each lot shall be installed and maintained in accordance with the standards and requirements of the state of Alaska. All dwellings shall have indoor sanitation facilities; no outhouses or other sanitation facilities of any type allowed. Owners shall consult subdivision soil 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 systems on adjacent lots.



Exception for Lots 4, 5 and 6. Bath houses or shower houses qualify for indoor sanitation facilities.

11. **Fences.** It being the intention and purpose of these covenants to assure a natural aesthetically pleasing subdivision.

- i. Fences, wall hedge or other structure for the purpose of screening or containment shall be less than six (6) feet from adjacent ground surface to the top of structure.
- ii. No fencing or blocking of utility easements.
- iii. Owners shall have property lines and corners staked by licensed surveyor if fence is 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 at all times or be removed at expense of owner.

12. **Livestock, Poultry and Animals.**

- i. No livestock or dog teams of any kind are allowed within the subdivision.
- ii. No poultry of any kind are allowed within the subdivision.
- iii. Outdoor pets are limited to a maximum of two (2) dogs and two (2) cats each. No breeding allowed.

13. **Automobiles, Motor Homes, Trailers, Recreational Vehicles, Boats, Watercraft, Heavy Equipment and Materials.**

- i. No vehicles, equipment or materials of any type may be placed or stored on lots prior to beginning construction.
- 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 seven (7) days if not in good operating order.
- v. No subdivision roads may be used for storage of any trailers, recreational vehicles, boats, watercraft, heavy equipment/machinery and materials.

14. **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 rights to do so thereafter.

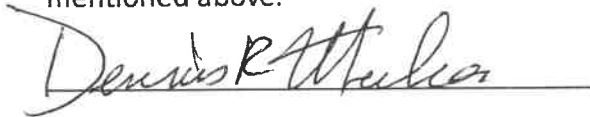
15. **Severability.** The invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.



16. **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 St Theresa Subdivision, Merkes 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 in the subdivision shall be deemed and considered as covenants running with the land.

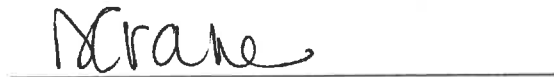
IN WITNESS WHEREOF, the grantor herein has signed their names on the day and year first mentioned above.



Dennis R Merkes



Anita J Merkes



Notary Public, State of Alaska

My commission Expires; 5/5/26

