

January 14, 2026  
PLANNING & ZONING COMMISSION MEETING  
ADDITIONAL MATERIAL/REVISIONS

REQUESTED ADDITIONS TO THE PACKET

<u>ACTION</u>	<u>ITEM</u>	<u>REQUESTED BY</u>	<u>PAGE</u>
Add Item F.1	<b>Conditions, Restrictions, and Covenants</b> <ul style="list-style-type: none"><li>• Redoubt Terrace</li></ul>	Planning Director	1-14

DECLARATION AND ESTABLISHMENT OF  
CONDITIONS, RESTRICTIONS AND COVENANTS FOR  
REDOUBT TERRACE SUBDIVISION  
KENAI, ALASKA

KNOW ALL MEN BY THESE PRESENTS:

KENAI 67-1286  
Serial No.

FOURTH AVENUE INVESTMENT COMPANY, an Alaska partnership comprised of two corporate partners, CARRS' FOOD CENTER, INC., an Alaska corporation, and J. B. GOTTSTEIN AND COMPANY, an Alaska corporation, being the owner of the real property described below, by virtue primarily of a "Contract for the Sale of Real Property", dated May 12, 1965, bearing an identification number of ADL-No. 27132, by and between the STATE OF ALASKA, as Vendor, and FOURTH AVENUE INVESTMENT COMPANY, as Vendee, said realty being situated in the State of Alaska, Third Judicial District, Kenai Recording District, and more particularly described:

in the exhibit attached hereto, captioned Exhibit "A",  
has established a general plan for the improvement and development of such real property, and does hereby establish the conditions, restrictions and covenants upon which and subject to which all lots or portions of such real property (with the exception of two parcels thereof approximating five (5) acres, and three and one-half (3 1/2) acres, as more particularly described below), shall be improved, or sold and conveyed by it, as owner thereof. Each and every one of these conditions, restrictions and covenants is, and all are, for the benefit of each owner of land in such real property or any interest therein, and shall inure to and pass with each and every parcel of such real property (with the two exceptions referred to above and more particularly described below), and shall further bind the respective grantees, successors and assigns of the present owner. These conditions, restrictions and covenants are, and each thereof, is imposed upon each parcel of lot of such real property, all of which are to be construed as restrictive covenants running with the land, to-wit:

1. Platting of Subdivision.

Prior to or simultaneous with the execution and recording of this Declaration and Establishment of Conditions, Restrictions and Covenants", Plat K-1474 has or is being filed in the Office of the Recorder for the Kenai Recording District, Third Judicial District, State of Alaska. Said plat does not embrace or cover all of the real property to which this instrument applies. At a subsequent date additional plats will be prepared and filed to take in those portions of such real property not included in Plat K-147. All such subsequently filed plats shall upon filing thereof, automatically become subject to all of the conditions, restrictions and covenants herein contained, subject to such additions, deletions, or amendments thereto as may be specifically noted on each such subsequently filed plat.

2. Area of Application with Specific Exclusion of Two Parcels.

The conditions, restrictions and covenants contained herein shall apply to all of the real property described above except for the following two parcels or portions thereof:

- (a) a parcel of approximately five (5) acres in size located in the Northeast portion thereof, and now known or to be known as Lot 53, Block 1, of the Redoubt Terrace Subdivision.
- (b) a parcel of approximately three and one-half (3-1/2) acres in size located in the Northwest portion thereof, and known or to be known as the Church parcel.

The owner specifically reserves the right to develop and utilize the five (5) acre tract for a shopping center or a supermarket, or both, and for any other related commercial use; and the owner further specifically reserves the right to develop and utilize the three and one-half (3-1/2) acre tract for residential or for religious, recreational, educational, or other community-type uses.

3. Land Use and Building Type.

No lot or other part of the realty described above shall be used for any purpose except as may be specifically noted herein or on a subsequently filed plat.

Block 1:

- Lots 28 through 46 - single family
- Lots 47 through 52 - single family, duplex, tri-plex, or four-plex
- Lot 53 - shopping center, supermarket, or both, or any other related commercial use

Block 2:

- Lots 8 through 11 - single family

Block 3:

- Lots 11 through 32 - single family

Block 4:

- Lots 1 through 10 - single family
- Lots 11 through 15 - single family, duplex, tri-plex or four-plex
- Lot 16 - multiple dwelling site for four or more dwelling units

Blocks 5 and 6:

See subsequently filed plats, or supplemental declaration.

- 3-1/2 acre tract - residential, religious, recreational, educational, or other related use

4. Architectural Control.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications plus a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be secured as provided in paragraph 19 hereunder. In no event shall any building be erected, placed, or altered on any lot in violation of any building or zoning law and code of the City of Kenai.

5. Dwelling Cost and Quality.

No dwelling shall be permitted on any lot at a cost of less than \$25,000.00, based upon cost levels prevailing on the date these conditions, restrictions, and covenants are recorded, it being the intention and purpose of such conditions, restrictions and 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 such conditions, restrictions, and covenants are recorded at the minimum cost stated herein.

6. Building Location.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line.

(c) No dwelling shall be located on any lot nearer than 15 feet to the rear lot line.

(d) For the purposes of these conditions, restrictions, and covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

8. Easements.

Easements for installation and maintenance of utilities, drainage facilities, and natural vegetation screening, are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the 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 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.

9. Nuisances.

No noxious or offensive activities 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.

10. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. Signs.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. Oil and Mining Operations.

No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in 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 upon any lot.

13. 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 are not kept, bred, or maintained for any commercial purpose. And further provided that no more than one dog of sled type breed may be maintained, and all dogs shall be restrained as necessary, to prevent their becoming nuisances.

14. 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 equipment for the disposal or storage of such material shall be kept in a clean and sanitary condition.

15. Water Supply.

No individual water supply system shall be permitted on any lot.

16. Sewage Disposal.

No individual sewage disposal system shall be permitted on any lot.

17. Protective Screening Areas.

Protective screening areas are established as shown on the recorded plat, including a 10-foot strip of land along Lots 1 through 40, and a 15-foot strip of land along Lots 41 through 52, both in Block 1. No building or structure except utility or drainage facilities or the screen fence provided for herein shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted, except for the purpose of installation and maintenance of screening, utilities and drainage facilities. A screen fence or wall shall be erected on the rear lot lines of Lots 41 through 52 in Block 1.

18. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations of between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Architectural Control Committee.

(a) Membership. The Architectural Control Committee shall be composed of:

Mike Gravel, 406 "G" Street, Anchorage, Alaska  
William P. Pargeter, 406 "G" Street, Anchorage, Alaska  
Stanley H. Reitman, 708 Fourth Avenue, Anchorage, Alaska

A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designate representative shall be entitled to any compensation for services

performed pursuant to this instrument. At any time after June 1, 1973, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from or restore to such committee, any of its powers and duties.

(b) Procedure. The committee's approval or disapproval as required in these conditions, restrictions and covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relevant covenants, conditions and restrictions shall be deemed to have been fully complied with.

20. Trees.

No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared for construction, and trees may be thinned so long as maximum natural beauty and esthetic values of such trees are retained.

21. Resubdivision.

The area of the lots herein described shall not be reduced in size by resubdivision, except that owners of three (3) contiguous lots may divide the inner lot, or middle lot, thus increasing the size of the two remaining lots which shall then be treated for all purposes pertinent to these conditions, restrictions and covenants, as enlarged single lots.

22. Term.

These conditions, restrictions and 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 (30) years from the date these conditions, restrictions and covenants are recorded, after which time said conditions, restrictions and 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 conditions, restrictions and covenants in whole or in part.

23. Remedies for Violations - Invalidations.

For a violation or breach of any of these conditions, restrictions or covenants by any person claiming by, through, or under the Owner, or by virtue of any judicial proceedings; the Owner, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Owner shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these conditions, restrictions and covenants exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of these conditions, restrictions or covenants shall not bar their enforcement.

24. Reservations.

Fourth Avenue Investment Company, its successors and assigns, for the purpose of further insuring the development of the real property which is the subject of these conditions, restrictions and covenants, as an area of high standards, reserves the right until June 1, 1973:

- (1) to change, lay out a new, or discontinue any street, avenue or way shown on a filed plat which is not necessary for ingress or egress to or from an owner's premises, subject to the approval of the City of Kenai, or the platting authority, or both, if required;
- (2) to make such further exceptions, amendments and additions to these conditions, restrictions and covenants as it and the Architectural Control Committee shall deem reasonably necessary and proper.

25. Waiver

Any delay or omission on the part of the Owner, or its successors or assigns, or the owners of other lots or parcels in the Redoubt Terrace Subdivision, in exercising any rights, powers, remedy or remedies provided by law or herein, in the event of any breach of the conditions, restrictions and covenants herein contained, shall not be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Owner for or on account of its failure to bring any action on account of the breach of these conditions, restrictions and covenants, or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, Fourth Avenue Investment Company has caused these presents to be signed by its corporate partners on the 3rd day of April, 1967, at Anchorage, Alaska.

FOURTH AVENUE INVESTMENT COMPANY, a partnership

By: CARRS' FOOD CENTER, INC., a partner

By: [Signature]  
President

By: J. B. GOTTSTEIN & COMPANY, INC., a partner

By: [Signature]  
President

## Exhibit "A"

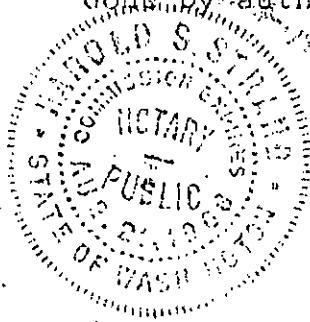
## DESCRIPTION OF REAL PROPERTY

That parcel of land situated and being in the State of Alaska, Third Judicial District, Kenai Recording District, which is bounded and described as follows, to wit:

A parcel of land located within Section 1, Township 5 North, Range 12 West, Seward Meridian Alaska and Section 6, Township 5 North, Range 11 West, Seward Meridian. Alaska being more particularly described as follows: Beginning at the one-quarter corner common to Section 6, Township 5 North, Range 11 West, Seward Meridian, Alaska and Section 31, Township 6 North, Range 11 West, Seward Meridian, Alaska, said corner being the true point of beginning; thence S  $0^{\circ} 13' E$  2,780.45 feet more or less along the center north-south one-quarter section line of said Section 6 to the line of M.H.W. of Cook Inlet, Alaska; thence north-westerly along the said line of M.H.W. to the section line common to Section 1, Township 5 North, Range 12 West, Seward Meridian, Alaska and Section 36, Township 6 North, Range 12 West, Seward Meridian, Alaska; thence East 1,450.68 feet more or less to the township corner common to Townships 5 and 6 North, Ranges 11 and 12 West, Seward Meridian, Alaska; thence S  $89^{\circ} 58' 30" E$  2,557.83 feet more or less along the section line common to Section 6, Township 5 North, Range 11 West, Seward Meridian, Alaska and Section 31, Township 6 North, Range 11 West, Seward Meridian, Alaska to the one-quarter corner common to Section 6, Township 5 North, Range 11 West, Seward Meridian, Alaska and Section 31, Township 6 North, Range 11 West, Seward Meridian, Alaska which is the true point of beginning; containing 116.23 acres more or less. These lands are subject to an existing Homer Electric Association right of way for a power line of 20 feet on each side of the center line of the power line.

STATE OF Washington )  
County of King ) ss

L. G. Carr appeared before me on the 5<sup>th</sup> day  
of October, 1967, at Seattle, Washington.  
I know him to be the President of CAKRS' FOOD CENTER, INC., an  
Alaska corporation. He said that he knew the contents of the within  
instrument and acknowledged the same to be the act of said corporation  
done by authority of its board of directors.

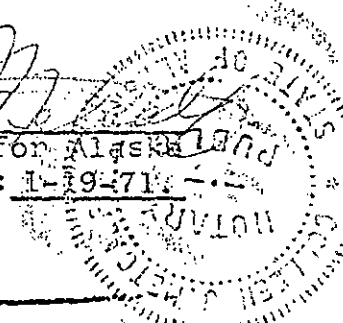


Harold S. Strand  
Notary Public  
My commission expires: Aug. 21, 1968

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss

B. J. GOTTSTEIN appeared before me on the 3rd day  
of April, 1967, at Anchorage, Alaska. I know him to  
be the President of J. B. GOTTSTEIN & COMPANY, INC., an Alaska  
corporation. He said that he knew the contents of the within  
instrument and acknowledged the same to be the act of said corporation  
done by authority of its board of directors.

Colleen A. McNeil  
Notary Public in and for Alaska  
My commission expires: 1-19-71



RECORDED - FILED	
OWN REC. DIST.	
DATE	<u>5/31 1967</u>
TIME	<u>2:58 PM</u>
Requested by	<u>ATG</u>
Address	

KWF-1630

BOOK 109 PAGE 801  
Kenai Recording District

SUPPLEMENT NUMBER ONE  
TO  
DECLARATION AND ESTABLISHMENT OF  
CONDITIONS, RESTRICTIONS AND COVENANTS  
FOR  
REDOUBT TERRACE SUBDIVISION  
KENAI, ALASKA

KNOW ALL MEN BY THESE PRESENTS:

CARR-GOTTSTEIN PROPERTIES, INC., an Alaska corporation,  
successor in interest to Fourth Avenue Investment Company,  
hereby supplements that certain "Declaration and Establishment  
of Conditions, Restrictions and Covenants For Redoubt Terrace  
Subdivision, Kenai, Alaska, (Declaration) recorded May 31,  
1967, in Misc. Book 26, at page 312, as it pertains to the  
following twenty-three (23) lots, situate in the Redoubt  
Terrace Subdivision located in the Kenai Recording District,  
Third District, State of Alaska, and more particularly  
described as follows:

Parcel One

Lots Eleven (11) and Twelve (12) in Block  
Five (5), Redoubt Terrace Addition No. 2,  
according to Plat 75-86 in file in the  
office of the Recorder for the Kenai  
Recording District, Third District,  
State of Alaska.

Parcel Two

Lots Forty-three (43) through Fifty-two (52)  
inclusive in Block Four (4); plus Lot  
Thirteen (13) in Block Five (5); plus Lots  
One (1) through Ten (10) inclusive in Block  
Six (6); all in Redoubt Terrace Subdivision  
Addition No. 3, according to Plat 76-96 on  
file in the office of the Recorder for the  
Kenai Recording District, Third District,  
State of Alaska.

in the following respects:

- (i) Section 3, captioned "Land Use and Building Type"  
as it pertains to the above described twenty-three (23)

lots, hereafter provides:

"No lot or other part of the realty described above (the twenty-three (23) lots) shall be used for any purpose except as specifically noted below:

Block 4

Lots 43 through 44 - single family, duplex, triplex or four-plex  
Lots 45 through 52 - single family

Block 5

Lots 11 through 13 - single family, duplex, triplex or four-plex

Block 6

Lot 1 - single family, duplex, triplex or four-plex  
Lots 2 through 10 - single family"

(ii) Except as supplemented herein, all of the conditions, restrictions and covenants set out in the Declaration recorded May 31, 1967, as supplemented herein, continue to run with the land and bind the present owner(s) of the real property or any interest therein and their grantee(s), successor(s) and assign(s).

IN WITNESS WHEREOF, CARR-GOTTSTEIN PROPERTIES, INC., has caused these presents to be signed on the 10<sup>th</sup> day of JUNE, 1977 at Anchorage, Alaska.

CARR-GOTTSTEIN PROPERTIES, INC.

By [Signature]  
Its [Signature]

By [Signature]  
Its VICE PRESIDENT

BOOK 109 PAGE 803  
Kenai Recording District

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On this 10th day of June, 1977, before me,  
a Notary Public in and for the State of Alaska, duly commissioned  
and sworn as such, personally appeared W.T. Hovey  
to me known to be the PRESIDENT of CARR-  
GOTTSTEIN PROPERTIES, INC., the corporation that executed the  
foregoing instrument, and acknowledged the said instrument,  
to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated  
that he is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the  
day and year in this certificate above written.

S. J. Hall  
Notary Public in and for Alaska  
My Commission expires: May 18, 1978

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On this 10th day of June, 1977, before me,  
a Notary Public in and for the State of Alaska, duly commissioned  
and sworn as such, personally appeared LENN HANSEN  
to me known to be the VICE PRESIDENT of CARR-  
GOTTSTEIN PROPERTIES, INC., the corporation that executed the  
foregoing instrument, and acknowledged the said instrument,  
to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated  
that he is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the  
day and year in this certificate above written.

S. J. Hall  
Notary Public in and for Alaska  
My Commission expires: May 18, 1978

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Alm