

62-6941A.

COVENANTS AND RESTRICTIONS, FOTO PALI SUBDIVISION

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, attractive and safe sites to erect and reside in their homes. These covenants will be in effect from date of record on the FOTO PALI SUBDIVISION, which consists of all of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of Section eleven (Sec 11) Township twelve North (T 12 N) Range three West (R 3 W) Seward Meridian Alaska.

1. LAND USE:

Only the following lots may be used for business purposes:

Lots seven (7) and eight (8) in block two (2).

Only the following lots may be used for multiple residence purposes:

Lots five (5) and six (6) and nine (9) and ten (10) in block two (2).

Lots four (4), five (5) and eight (8) in block six (6) may each be used for multiple unit residence purposes except that no lot shall consist of more than three residence units per lot and providing that no such building shall be more than one (1) story in height.

There shall not be any other lots in this subdivision used except for single family residential purposes. No single family dwelling shall be more than one and one-half stories in height, and no lot allowing only a single family dwelling may have a garage exceeding in size that which is reasonably adequate for two automobiles plus a utility space within the garage, not exceeding seven feet by twenty-four feet, providing however that no such garage shall exceed twenty-six feet by thirty feet.

2. BUSINESS BUILDING, QUALITY AND LOCATION:

Any business building placed upon any lot or lots, allowed for business purposes, shall be constructed with such permanent type materials as masonry and metal except for display windows and interior walls. No exterior walls of business buildings shall be of lumber or wood. No business building may be more than two stories in height nor contain smaller exterior dimensions than twenty-four feet frontage by sixty feet in depth, nor shall the depth exceed ninety (90) feet. Any business building which may be located on a corner lot shall not be allowed to extend any nearer than twenty-two feet of the lot line which is located at the greatest lot dimension distance from the street intersection, but may be built to its own inside longest common line.

3. MULTIPLE RESIDENCE, QUALITY AND SIZE:

No multiple unit residence building shall consist of more than two stories in height, nor less than 850 square feet per unit nor more than 1,200 square feet per unit. No such building shall consist of more than six family units per lot, but may be allowed to be built on two, but no more than two, lots with no more than 12 units. Any multiple unit residence building shall consist of a properly constructed fire proof wall wherein said units are built in an approximate horizontal plane to each other. Where second story apartments are constructed, there shall be not less than one inch of sheet rock ceiling for fire protection within the lower story, or the equivalent thereof, of other fireproof materials.

4. SINGLE RESIDENCE, QUALITY AND SIZE:

Each and every residence dwelling erected within this subdivision shall be of such specific materials, whose dimensions, qualities, and component soundness of body shall be consistent with all building rules, regulations, and construction approval procedures as are fully acceptable to F.H.A. requirements at the time of commencing the structure insofar as the footings, foundations and buildings are concerned. The ground floor area of the main structure of each single family dwelling, exclusive of one story open porches and garages, shall be not less than 900 square feet.

5. LOCATIONS OF RESIDENCE BUILDINGS ON LOTS:

No single family or multiple unit residence building shall be erected in such a manner that any part of the building, with the exception of steps and eave overhangs, would be nearer than twenty-four feet from the front line of any interior lot, nor any nearer than this same line of sight to the same frontage on any corner lot where its narrowest dimension is located in the same line of sight. Steps and eave overhangs shall not be allowed to be built nearer than four feet of any lot lines on the ground or in the air. Sixteen feet shall be allowed as the minimum set back distance (on corner lots) from the street line which parallels the greater dimension (length) of the lot. No residence or garage building may be erected on any lot any nearer than six feet of any inside line of any lot. No portion of any building shall be erected nearer than twelve feet of any rear line of any lot, providing however that where any portion is built nearer than twenty feet of any rear line, that portion of building shall not occupy more than two-thirds of the width of the lot between said twelve and twenty feet points of set back.

6. RE-SUBDIVIDING LIMITATIONS:

The area of lots herein described shall not be reduced in size by re-subdivision except that an owner of three (3) contiguous lots may divide the inner or middle lot thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to the building and use restrictions as enlarged single lots.

7. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or allowed to remain thereon which may be or may become an annoyance or nuisance to the neighborhood. Among many and various other acts that are, or would be disallowed according to the foregoing provision, it is especially intended that the parking of and/or working on any heavy construction, or other type of heavy equipment, or any type of commercial mechanical work on any type of large or automotive equipment, or the erection of any unusually large type of radio aerial or ham radio equipment in this subdivision is strictly prohibited.

8. TEMPORARY STRUCTURES:

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

9. 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 or one sign of no 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.

10. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derricks or other structures designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. 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 purposes. Not more than two dogs or two cats may be kept on any one lot. Only one dog may be of a husky, part husky, or sled type dog.

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

13. FENCES AND SIGHT OBSTRUCTIONS:

No front fence, nor any portions of side line fences shall be placed further forward on any lot than the front set back distance for buildings. No front fence shall be more than four feet in height. No side line fence or rear fence shall be more than six feet in height. No rear fence or portion of side line fences shall be placed nearer to the rear lot line than six feet. On corner lots there shall not be allowed any panel type of fence, nor plants or other objects which obstruct view, any nearer to the intersection than sixteen feet.

14. WATER SUPPLY:

The installation of individual deep drilled wells shall be permitted until and unless there is installed an adequate community type water system. If and when such a water system is installed, there shall not be any other individual wells permitted. The installation of any and all water wells shall be in accordance with the requirements, standards and official recommendations of the Alaska Department of Health. Approval of such wells as are installed shall be obtained from the same authority.

15. SEWAGE DISPOSAL:

The installation of private septic tanks and cess pools shall be permitted providing such facilities are of the design, capacity and quality as are in compliance with the Alaska Department of Health. Standards and rules as set forth by said Department of Health shall be acquired from same authority and followed in the installation of such facilities. Any member or all members of the Architectural Control Committee shall have the right to ask for and require the showing of such instructions from anyone proceeding with such installations, and shall have the right to require the discontinuation of any violation of said regulations, standards and rules. Upon the installation of an adequate community-type sewage disposal system, there shall not be any further installations of septic tanks or cess pools.

16. RESTRICTIONS CONTROL:

There is now formed a Restrictions Control Committee who now, and for an unspecified period of time, shall retain the right to examine, question,

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investigate, disapprove, require correction of error or abuse of procedure of any and all of the activities by any party or parties which pertain to the covenants herein set forth.

17. MEMBERSHIP:

The following named individuals are the original members of the Restrictions Control Committee: Harold G. Mims, Mike Arriaga, William S. Thomas, Rosemary Thomas and Darrell Smith. A majority of the committee may designate a representative to act for it. In the event of the 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 designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of lots shall have the power through duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

18. PROCEDURE:

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or designated representative, fails to approve or disapprove within 30 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 related covenants shall be deemed to have been fully complied with.

19. GENERAL PROVISIONS:

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. ENFORCEMENT:

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

21. SEVERABILITY:

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

RECORDED - FILED 9. -
Anchorage REC. DIST.
DATE 5-2 1962
TIME 2:35 p.m.
Requested by Harold Mims
Address

We, the undersigned OWNERS, DEVELOPERS and RESTRICTORS of this subdivision, hereby affix our individual signatures to the foregoing provisions on this the 2nd day of May, 1962.

UNITED STATES OF AMERICA)
STATE OF ALASKA) ss:

Harold G. Mims
Harold G. Mims

THIS IS TO CERTIFY, that on this second day of may, 1962, before me the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally came and appeared, HAROLD G. MIMS, MIKE ARRIGA, and WILLIAM S. THOMAS, known to me, and to me known to be the individuals described in and who executed the foregoing Subdivision restrictions, and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein contained.

William S. Thomas
William S. Thomas

Mike Arriaga
Mike Arriaga

NOTARY PUBLIC IN AND FOR ALASKA

Claudine M. Bird

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR
FIRST ABOVE IN THIS CERTIFICATE WRITTEN. MY COMM. EXPIRES ON April 21, 1964

INDENTURE OF PROTECTIVE COVENANTS
FOR
CAMBRIAN PARK SUBDIVISION

PART A. PREAMBLE.

On this 17th day of August, 1973, for the purpose of protecting the property shown as Cambrian Park Subdivision situated in the Northeast Quarter of Section 11, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, State of Alaska.

The Owner does hereby restrict the use of the property to the following uses:

PART B. AREA OF APPLICATION.

B-1 Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B-2 Architectural Control

No dwelling shall be erected, placed, or altered on any lot until the construction plans and specifications and 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 any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part C.

B-3 Dwelling Cost, Quality and Size

No dwelling shall be permitted on any lot at a cost of less than \$25,000.00, exclusive of the lot value, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these 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 these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

B-4 Building Location

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building 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 lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of these 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.

B-5 Lot Area and Width

No lot or block shall be resubdivided into nor shall any dwelling be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 7,000 square feet.

B-6 Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and dedicated on the plat of Cambrian Park Subdivision.

B-7 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.

B-8 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.

B-9 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.

B-10 Livestock and Poultry

No animals, sled dogs, 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. No vicious dog, as defined by the ordinances of the Greater Anchorage Area Borough, shall be kept on any lot.

B-11 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 storage or disposal of such material shall be kept in a clean and sanitary condition.

B-12 Water Supply

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

B-13 Sewage Disposal

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

B-14 Sight Distance at Intersection

No fence, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-15 Petroleum Provisions

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall 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. No extraction of minerals within 500 foot buffer measured vertically shall be permitted on any lot.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1 Membership

The Architectural Control Committee is composed of the following members:

1. Wayne Gilmore
P.O. Box 4-1562
Anchorage, Alaska 99509
2. Chester W. Gilmore
P.O. Box 4-1562
Anchorage, Alaska 99509
3. Loren H. Lounsbury, P.E.
723 W. 6th Avenue
Anchorage, Alaska

A majority of the 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 designated representative, shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the 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 the Committee or restore to it its powers and duties.

C-2 Procedure

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 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 related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS.

D-1 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 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The purchase of any lot in this subdivision shall constitute an agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

D-2 Enforcement

Enforcement shall be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

D-3 Severability

If any provision of these covenants, or the application thereof to any person or circumstance is held invalid by judgment or court order, the remainder of these covenants and their application to other persons or to other circumstances shall not be affected thereby and shall remain in full force and effect.

ATTEST:

Know all men by these presents that we, the undersigned, in witness thereof, have hereunto set our hands and seals this 17th day of August, 1973.

Executed in the presence of:

James H. Dowling

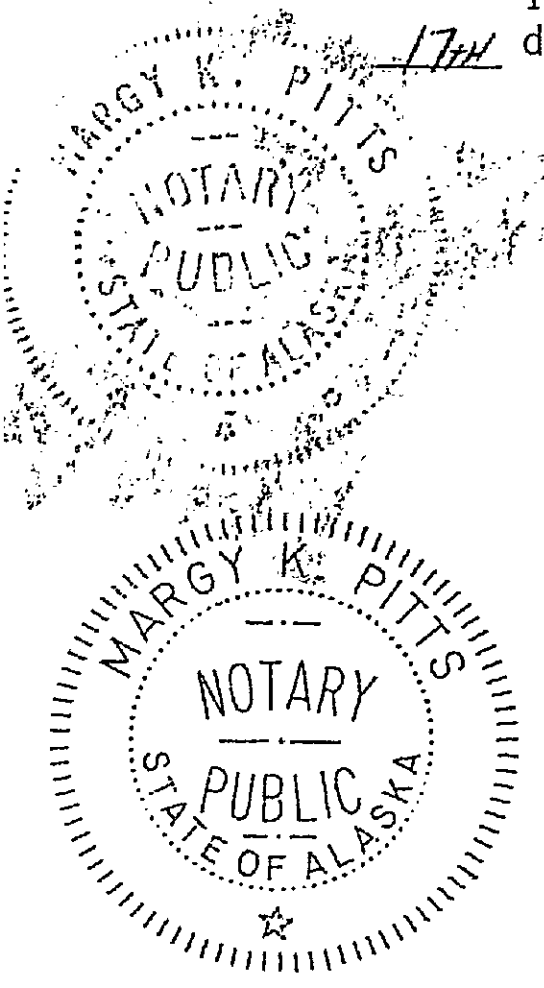
Wayne J. Silman
GLOBE CONSTRUCTION COMPANY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

This is to certify that on this 17th day of August, 1973, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Wayne J. Silman, to me known to be the identical individual named in and who executed the foregoing INDENTURE OF PROTECTIVE COVENANTS and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of August, 1973.

Margy K. Pitts
NOTARY in and for the State of Alaska
My Commission Expires: January 5, 1975



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RECORDED FILED
ANCHORAGE REC.
DISTRICT

AUG 17 10 45 AM '73

REQUESTED BY Heurt V. Lounsbury & Co. SSO.
ADDRESS 723 1st Ave.
Anch. 572705

Wayne Silman
723 W 1st Ave
Anchorage