

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE CENTURY PARK SUBDIVISION

THIS DECLARATION made this 28th day of November, 1976, by GENE O. MARKLE, hereinafter referred to as the Declarant.

WHEREAS, Declarant desires to assure the continued development of the CENTURY PARK SUBDIVISION on a high level for the benefit of the future property owners and for the protection of property values therein. Declarant hereby declares that all of the CENTURY PARK SUBDIVISION described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on, and inure to the benefit of all parties having any right, title or interest in the described property or any part thereof, including their legal representatives, heirs, successors and assigns.

NOW, THEREFORE, Declarant does hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions, and restrictions regarding the use and/or improvement of the CENTURY PARK SUBDIVISION located in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as:

Southwest Quarter, Section 10, Township 17 North, Range 1 West, Seward Meridian; EXCEPTING therefrom the following portions:

- A. Beginning at the center one-quarter of said section; thence South $89^{\circ} 54'$ West 695.97 feet to the point of beginning; thence South 100 feet; thence West 300 feet; thence North 100 feet; thence North $89^{\circ} 54'$ East 300 feet to the point of beginning;
- B. Beginning at the center one-quarter corner of said section; thence South $89^{\circ} 54'$ West 1083.97 feet to the point of beginning; thence South 225 feet; thence South $89^{\circ} 54'$ West 650 feet; thence North 225 feet; thence North $89^{\circ} 54'$ East 650 feet to the point of beginning;
- C. Beginning at the center one-quarter corner of said section; thence West 1075.97 feet along the center line; thence South 338.20 feet to the point of beginning; thence West 140 feet; thence South 150 feet; thence East 140 feet; thence North 150 feet to the point of beginning;
- D. Beginning at a point located S $0^{\circ} 12' 28''$ East a distance of 20 feet and South $89^{\circ} 54'$ West a distance of 40 feet from the true center of Section 10, Township 17 North, Range 1 West, Seward Meridian, Alaska; thence South $0^{\circ} 12' 28''$ East a distance of 370.0 feet; thence South $89^{\circ} 54'$ West a distance of 235.97 feet; thence North $0^{\circ} 12' 28''$

West a distance of 370.0 feet; thence North $89^{\circ}54'$ East a distance of 235.97 feet to a point of beginning; all located in the Northeast quarter of the Southwest quarter of Section 10, Township 17 North, Range 1 West, Seward Meridian, Alaska;

E. That portion conveyed to the State of Alaska by Deed recorded May 13, 1965 in Book 57 at page 11; in the Office of the Records of the Palmer Recording District, Third Judicial District, State of Alaska, containing 10.334 acres, more or less.

F. All of CARTER SUBDIVISION according to the official plat thereof, filed under Plat Number 63-24, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

G. All of CARTER SUBDIVISION, ADDITION NO. 1, according to the official plat thereof, filed under Plat Number 72-81, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

The plat of which is filed in the Palmer Recording District in plat file number 76-105 of said records which said plat makes reference to these covenants.

PART B. AREA OF APPLICATION

EFFECTIVE DATE. The restricted covenants, limitations and conditions hereinafter set forth and applicable to the commercial and residential areas hereinabove described shall take effect concurrently with, and not until, the recording of the Plat for the CENTURY PARK SUBDIVISION consisting of 64 lots and 1 Tract, as more particularly described above.

LOT USAGE. CENTURY PARK SUBDIVISION - the following lots are designated R-1, Single Family Residential: Block 1: Lots 1, 2, 14, 17, 18, 20, 22, 23, 24, 28 and 29; Block 3: Lots 5, 6, 7, 8, 9, 15, 16, 17, 18 and 19.

The following lots are designated R-2, Two Family Residential: Block 1: Lots 13, 15, 16, 19, 25, and 27; Block 3: Lots 2, 3, 4, 10, 12, 13, 14 and 20.

The following lots are designated R-3, Multiple-Family Residential: Block 1: Lots 21 and 26; Block 3: Lots 1, 11, 21, 22 and 23.

The following lots are designated B-1, Local and Neighborhood Business District: Block 1: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

The following lots are designated B-2, Central Business District Business: Block 2: Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9; Block 3: Lots 24, 25 and 26.

PART C. DEFINITIONS

For the purpose of these covenants, certain terms or words used herein shall be defined as follows:

APARTMENT - Any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which contains dwelling units for three or more families living independently of each other.

BUILDING - Any structure built for the support, shelter or enclosure of persons, animals, chattels, or property of any kind.

BUILDING, FRONT LINE OF - The line of that part of the building nearest the front property line of the lot.

BUILDING PRINCIPAL - A structure in which is conducted the main use of the lot on which the structure is situated.

BUSINESS - Activity involving wholesale or retail sales or the rental of any article, substance or commodity including but not limited to building materials and vehicles and the provision of all commercial services including financial institution and personal commercial services.

BUSINESS SERVICE - An enterprise which provides other persons with planning advice or technical aid; also, an enterprise which leases or sells office equipment and data processing equipment.

DWELLING - A building designed or used exclusively as the living quarters for one or more families.

DWELLING, ONE-FAMILY OR SINGLE-FAMILY - A detached building constructed on a permanent foundation; designed for long-term human habitation exclusively by one family; having complete living facilities and constituting one dwelling unit.

DWELLING, TWO-FAMILY - A detached building designed for or occupied exclusively by two families and constituting two dwelling units.

DWELLING, MULTIPLE-FAMILY - A residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwelling units provided.

HOTEL - Any building, containing six or more rooms intended or designed to be used, rented or hired out, or to be occupied for sleeping purposes only by transients.

LOT - A parcel of land shown as an individual unit on the most recent plat of record.

PROPERTY LINE - A demarcation limit of a lot dividing it from other lots or parcels of land.

SIGN - Any lettered or pictorial device designed to inform or attract attention.

PART D. PERMITTED USES

The CENTURY PARK SUBDIVISION is divided into use lots designated above and shown on the plat recorded in the Palmer Recording District.

The CENTURY PARK SUBDIVISION lots are hereby divided into the following uses:

- R-1 Lots: One-family residential lots.
- R-2 Lots: Two-family residential lots.
- R-3 Lots: Multiple-family residential lots.
- B-1 Lots: Local and Neighborhood Business Lots.
- B-2 Lots: Central Business District lots.

R-1: SINGLE-FAMILY RESIDENTIAL LOTS

The following statement of intent and use regulations shall apply to the R-1 Lots:

1. Permitted Principal Uses and Structures

Single-family dwellings.

2. Permitted Accessory Uses and Structures

Non-commercial greenhouses, gardens, garden sheds and tool sheds; private barbecue pits; private garage; day nurseries and kindergartens for not more than 10 children, as a home occupation; private storage in yards of non-commercial equipment including non-commercial trucks, boats, aircraft, campers or travel trailers in a safe and orderly manner and separated by at least five feet from any property line.

3. Prohibited Uses and Structures

No single-family dwelling shall be erected, altered, placed or permitted to remain on any R-1 lot of less than 600 square feet in size. Porches, balconies and stairways are excluded in computing 600 square feet. Such building shall be erected on a permanent foundation. Any use which causes or may reasonably be expected to cause excessive noise, vibration, odor, smoke, dust, or other particulate matter, toxic, or noxious matter, humidity, heat or glare at or beyond any lot line of the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the Subdivision in their customary manner of operations, or to a degree injurious to the public health, welfare or convenience.

4. Minimum Lot Requirements

R-1 Lot 20,000 square feet

5. Minimum Yard Requirements

Front yard: 25 feet; side yard: 5 feet; Rear yard: 10 feet.

6. Signs

Signs may be allowed in connection with any permitted use not exceeding two square feet in size.

7. Parking

Adequate off-street parking shall be provided in connection with any permitted use, the minimum for each use to be: (a) Residential uses: one (1) vehicular parking space for each dwelling unit.

R-2: TWO-FAMILY RESIDENTIAL LOTS

The following statement of intent and use regulations shall apply to all R-2 Lots:

1. Permitted Principal Uses and Structures

Single-family Dwellings; Two-family Dwellings. All permitted units shall be incorporated into one single structure.

2. Permitted Accessory Uses and Structures

Non-commercial greenhouses, gardens, garden sheds and tool sheds; private barbecue pits; private garages; day nurseries and kindergartens for not more than 10 children as a home occupation; private storage in yards of non-commercial equipment including non-commercial trucks, boats, aircraft, campers or trailers, in a safe and orderly manner and separated by at least five feet from any property line.

3. Prohibited Uses and Structures

No single-family dwelling shall be erected, altered, placed or permitted to remain on any R-2 lot of less than 600 square feet in size. Porches, balconies and stairways are excluded in computing 600 square feet. Such building shall be erected on a permanent foundation. Any use which causes or may reasonably be expected to cause excessive noise, vibration, odor, smoke, dust, or other particulate matter, toxic, or noxious matter, humidity, heat or glare at or beyond any lot line of the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the Subdivision in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience.

4. Minimum Lot Requirements

20,000 square feet for a Single-Family Dwelling.

5. Minimum Yard Requirements

Front Yard - 25 feet; Side Yard - 5 feet; Rear Yard - 10 feet.

6. Signs

Signs may be allowed in connection with any permitted use not exceeding two square feet in size.

7. Parking

Adequate off-street parking shall be provided in connection with any permitted use, the minimum for each use to be:
residential uses: one (1) vehicular parking space for each dwelling unit.

R-3: MULTIPLE-FAMILY RESIDENTIAL LOTS

The following statement of intent and use regulations shall apply to all R-3 Lots:

1. Permitted Principal Uses and Structures

Single-family dwellings; Two-family dwellings; Multiple-family dwellings; day nurseries and kindergartens; rooming houses. All permitted units shall be incorporated into one single structure.

2. Permitted Accessory Uses and Structures

Non-commercial greenhouses, gardens, garden sheds and tool sheds; private barbecue pits; private garages; private storage in yards of non-commercial equipment including non-commercial trucks, boats, aircraft, campers or travel trailers, in a safe and orderly manner and separated by at least five feet from any property line.

3. Special Exceptions

Town houses and row houses built to a common wall at side lot lines subject to recorded setbacks.

4. Prohibited Uses and Structures

No single-family dwelling shall be erected, altered, placed or permitted to remain on any R-3 lot of less than 600 square feet in size. Porches, balconies and stairways are excluded in computing 600 square feet. Such building shall be erected on a permanent foundation. Any use which causes or may reasonably be expected to cause excessive noise, vibration, odor, smoke, dust, or other particulate matter, toxic, or noxious matter, humidity, heat or glare at or beyond any lot line of the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the Subdivision in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience.

5. Minimum Lot Requirements

20,000 square feet for a Single-Family Dwelling.

6. Minimum Yard Requirements

Single-Family dwelling - Front Yard, 25 feet; Side Yard, 5 feet; Rear Yard, 10 feet. Two-family dwelling - Front Yard, 25 feet; Side Yard, 5 feet; Rear Yard, 10 feet. 3- and 4-family dwelling - Front Yard, 25 feet; Side Yard, 10 feet; Rear Yard, 20 feet; Usable Yard (per dwelling), 400 square feet. 5 or more families - Front Yard, 25 feet; Side Yard, 10 feet; Rear Yard, 20 feet; Usable Yard (per dwelling), 400 square feet.

7. Maximum Height of Structures

Except as otherwise provided in these covenants, no building or structure shall exceed three stories or 35 feet in height.

8. Signs

Signs may be allowed in connection with any permitted use not to exceed four (4) square feet in size.

9. Parking

Adequate off-street parking shall be provided in connection with any permitted use, the minimum for each use to be: (a) residential uses: one (1) vehicular parking space for each dwelling use.

B-1: LOCAL AND NEIGHBORHOOD BUSINESS DISTRICTS

The following statement of intent and use regulations shall apply to B-1 District:

1. The purpose of the B-1 District is to encourage the establishment of areas for convenient business uses which tend to meet the daily needs of local and nearby neighborhoods. Permitted principal uses and structures are subject to a maximum gross ground area limit of thirty percent of the lot size.

2. Permitted Principal Uses and Structures

Grocery stores, delicatessens and food specialty shops, meat and seafood markets; retail bakeries; hardware stores; plumbing, heating and electrical stores; shoe repair shops; bookstores and stationery stores; drug stores; self-service laundry and self-service dry-cleaning shops; beauty shops; barber shops, restaurants, tearooms, cafes, and other places serving food or beverages conducted entirely within fully-enclosed buildings, but specifically excluding any drive-in eating facilities; knit shops, yarn shops, drygoods, dressmaking and notion stores; small appliance repair shops; photography studios, art studios; post offices; laundry and dry cleaning pick up stations; single-family and two-family dwellings; business, professional and

government office buildings not to exceed three stories in height in keeping with the character of the district; libraries; medical and dental offices; and child care centers.

3. Prohibited Uses and Structures

No single-family dwelling shall be erected, altered, placed or permitted to remain on any B-1 Lot of less than 600 square feet in size. Porches, balconies and stairways are excluded in computing 600 square feet. Such building shall be erected on a permanent foundation.

Any establishment providing drive-in services.

Commercial recreation establishments; including bowling alleys, pool halls, amusement arcades and the like.

Any use of a kind not permitted in this district, or which causes or may reasonably be expected to cause excessive noise, vibration, smoke, dust or other particulate matter, toxic, or noxious matter, humidity, heat, or glare at or beyond any lot line of the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in the customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience.

4. Minimum Lot Requirements

20,000 square feet for a single-family dwelling.

5. Minimum Yard Requirements

Single- and two-family dwellings - Front Yard, 25 feet; Side Yard, 5 feet; Rear yard 10 feet. 3-, 4- or 5- or more family dwellings - Front yard, 25 feet; side yard, 10 feet; Rear yard, 20 feet; Usable yard (per dwelling), 400 square feet.

6. Maximum Height of Structures

Except as otherwise provided in these covenants, no building or structure shall exceed three stories or 35 feet in height.

7. Parking

Adequate off-street parking shall be provided in connection with any permitted use, the minimum for each use to be one vehicular parking space for each dwelling use.

B-2. CENTRAL BUSINESS DISTRICT LOTS

The following statement of intent and use regulations shall apply to all B-2 Lots:

1. The B-2 District includes those areas that are heavily exposed to automobile traffic and which have been developed for general commercial uses. The District is intended specifically for those areas surrounding major arterial highways where personal services, convenience, goods and business and professional offices are desirable.
2. Permitted Principal Uses and Structures

Commercial Retail: Department stores, general merchandise and dry goods stores; men's, women's and children's clothing and apparel and shoe stores; miscellaneous apparel and accessory shops; furriers; jewelry stores; furniture and home furnishing stores; radio, television and music stores; household appliance stores; hardware and variety stores; sporting goods stores and bicycle shops; drug stores; book stores and stationery stores; retail food stores and liquor stores; restaurants, tea rooms, cafes and other places serving food and beverages; merchandise vending machine stores; catalog sales stores; florists; tobacco stores; news dealers and newsstands; camera and photographic supply stores; gift, novelty and souvenir shops; photographic studios; art studios, art supplies and picture-framing shops; laundry and dry-cleaning establishments; beauty shops and barber shops; shoe repair shops and tailors; small appliance repair shops; travel agencies, ticket brokers; auditoriums, libraries, museums, historical and cultural exhibits, and the like; motion picture theaters; insurance and real estate offices; banking and financial institutions; business and professional offices; medical, health and legal services; business service establishments, including commercial and job printing; off-street parking lots, garages; taxi-cab stands and dispatching offices; hotels, motels and motor lodges; boarding houses; radio and television studios; employment agencies; retail sales and show rooms; laboratories and establishments for production, fitting and repair of eyeglasses, hearing aids, prosthetic appliances and the like; plumbing and heating services and equipment dealers; paint, glass and wallpaper stores; electrical or electronic appliances, parts and equipment; direct selling organizations; gasoline service stations; aircraft and marine parts and equipment stores; antiques and second-hand stores, including auctions; pawn shops; farm equipment and garden supply stores; mail order houses; automotive accessories, parts and equipment stores; automotive repair service and garages; motor vehicle dealers, new and used; fur repair and storage; automobile display lots, new and used; mobile home display lots, new and used; aircraft and boat display lots, new and used, motorcycle and snow machine display lots, new and used; automobile, truck and trailer rental agencies; lumber yards and builders supply stores; fuel dealers; nurseries; automobile car washes, self-service and automatic, with sufficient off-street area for maneuvering, waiting and drying automobiles; drive-in banks, with sufficient off-street area for maneuvering and waiting

automobiles; frozen food lockers; veterinary clinics and boarding kennels; provided that such activities shall be conducted within a completely enclosed building.

PART E. RESIDENTIAL/COMMERCIAL LOT COVENANTS

1. LOT USAGE. No lot in the CENTURY PARK SUBDIVISION shall be re-subdivided, split or broken up in part or parcel for sale of resale, lease or rent.
2. EASEMENTS. Easement for installation and maintenance of utilities are reserved as shown on the recorded plat.
3. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for any commercial purposes.
4. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirement, standards and recommendation of the State of Alaska, Dept. of Environmental Conservation. Approval of such system as installed shall be obtained from such authority.
5. SIGNS. No sign of any kind shall be displayed to the public view on any residential lot, except one sign advertising the property for sale or rent and a sign to show property ownership.

PART F. GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for perpetuity from the date these covenants are recorded unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Responsible governing bodies shall have the right to zone this Subdivision if such zoning uses are equal to or greater than the permitted uses under these covenants.
2. Churches and other places of religious worship shall be permitted on any lot within the CENTURY PARK SUBDIVISION.
3. No individual water supply system shall be permitted on any lot.
4. No house trailer, mobile home, permanent tent, or similar facility or structure shall be placed on any lot except to serve as a single family dwelling during the construction of a permanent home, and said house trailer, mobile home, permanent tent, or similar facility or structure is to be removed upon completion of the permanent dwelling. In no event shall said house trailer, mobile home, permanent tent, or similar facility or structure or succession of such structures remain on any lot for more than eighteen (18) months.

5. 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 and such actions may be brought by the owner or owners of record of any lot in the subdivision.
6. SEVERABILITY. Invalidation of any one 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 December 21, 1976.