

STUCKAGAIN MANOR SUBDIVISION

ated in the NE 1/4 of Section 6, T12N, R2W, Seward Meridian, Alaska

Plat Filed 10-28-81, Plat No. 81-252

BUILDING AND LAND USE RESTRICTIONS

The undersigned, being the owner of that certain land hereinafter described, hereby makes the following declarations as to limitations, restrictions and uses for which the lots or tracts constituting the aforesaid subdivision may be put and hereby specifying that said declarations shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

The land which is subject to the building and land use restrictions is described as follows: Lots 1 thru 9 Block 1 and Lots 1 thru 14 Block 2, Stuckagain Manor Subdivision; Plat No. 81-252 Recorded 10-28-81

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. On all lots 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-and-one half (2 1/2) stories in height, a private garage for not more than three cars, a greenhouse, a garden tool-house, a fence and gate or gates. A horse barn and corral may be kept, providing they are no closer than 25 feet to adjacent lot lines and are sight obscured from adjacent lots by foliage. The horse barn shall not exceed 800 square feet and the corral shall not exceed 1000 square feet.

DWELLING COST, QUALITY AND SIZE. No single family dwelling shall be permitted at a cost less than \$100,000.00, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of the restrictions to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein. The \$100,000.00 shall not include the cost of the lot.

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 normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided that no more than one (1) dog of sled-type breed may be maintained. Up to two horses may be kept, providing that they are kept in a barn and corral and provided that they are owned by the owner of the lot on which they are kept; the keeping of horses is subject to the "Nuisances" restriction.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers which are sheltered and kept from public view. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

this document amended to provide waiver for LIB1 regarding re-subdivision.

SEWER SYSTEM. Sewer systems shall consist of both a concrete or steel septic tank and a concrete cesspool. No portion of the sewer system, including septic tank, cesspool, and sewer pipe, shall be less than 100 feet horizontal distance from any water well. Such sewer system shall not be used for more than one year after a public central sewer system is available.

WATER SYSTEM. Water systems shall consist of a drilled deep well at least 75 feet in depth. The upper 75 feet of the well casing shall be unperforated. Such water system shall not be used for more than one year after a public water system is available.

NUISANCES. There shall be no nuisance or noisy, malodorous, unsightly, illegal, or otherwise offensive activity, transaction, or condition on any lot.

SHOOTING OF FIREARMS. Shooting of firearms within the subdivision is prohibited.

C. B. RADIOS. Operating a C. B. or ham-type transmission or receiving station, or engaging in any other type or like activity, if such operation or activity adversely affects either radio or television reception in the subdivision, is prohibited.

RE-SUBDIVISION. The area of lots herein described shall not be reduced in size by re-subdivision. Owners of three (3) contiguous lots, however, may divide the inner or middle lot, thus increasing the size of the two (2) remaining lots which shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 40 feet to the front lot line.

(b) No dwelling shall be located on any lot nearer than 15 feet to the rear lot line. No building shall be located nearer than 10 feet to an interior lot line.

(c) For the purposes of this covenant, 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.

TREES. No owner shall be permitted to clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as maximum natural beauty and aesthetic value of the trees is retained.

SIGHT DISTANCE. No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between 2 feet 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 lines and line connecting them at points 15 feet from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

TERMS. These covenants will be in effect from the date on which the subdivision plat is recorded. 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 are automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part. Each lot has one vote.

CONSTRUCTION. 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; or for storage, either temporarily or permanently, except that storage may be maintained during the construction period. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plat showing the location of the structure have been approved in writing by Architectural Control Committee as to quality of workmanship and material, 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. Construction of a house or any building on a lot or any additions to homes or buildings, shall be completed within one year.

ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Karl A. Bachner or his designee.

GARAGE REQUIREMENT. Each dwelling must have at least a double car garage, but not more than one which will accommodate three cars. No carports will be allowed to be constructed in the subdivision.

INOPERABLE VEHICLE. Any inoperable vehicles shall be kept in a garage or other closed structure. In no event shall an inoperable vehicle, or a vehicle seldom used, be parked in the street.

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 violations or to recover damages.

SEVERABILITY. Invalidations of any of the covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

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

OIL AND MINING OPERATIONS. No oil or gas drilling, no oil or gas development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted on any lot, or 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 on any lot. No surface entry will be permitted and no extraction of minerals will be permitted within a 500 foot buffer measured vertically from the surface.

HOMEOWNERS OR ROAD MAINTENANCE ASSOCIATION. All Owners, upon completion and occupation of a home in this subdivision, agree to become members and participants in any mutually beneficial Homeowners or Road Maintenance Association affecting the entire Stackagain Heights area, if and when such an Association comes into existence.

DATED this 31 day of DECEMBER, 1981.

Karl A. Bachner
KARL A. BACHNER, Owner

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 31 day of December, 1981, before me, Dorothy Barrett, Notary Public in and for Alaska, personally appeared KARL A. BACHNER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Dorothy Barrett
Notary Public in and for Alaska
My commission expires: 8/25/84

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RECORDED-FILED
ANCHORAGE REC.
DISTRICT
APR 22 2 40 PM '82
REQUESTED BY *BACHNER Co.*
ADDRESS *1135 W. 88th*
ANCH 99501