

WF

Misc.
BOOK 223 PAGE 760
Anchorage Recording District

DENALI VIEW SUBDIVISION
COVENANTS RESTRICTING USE OF LAND

1. PURPOSE.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

2. LAND USE AND BUILDING TYPE.

No lot shall be used except for single or two-family residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than single or two-family dwelling not to exceed two stories (excluding basement) in height and a garage for private vehicles, plus reasonable storage. These height restrictions shall not apply to any lot in Block Three (3).

3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$40,000. based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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. The ground floor area of the main structure, exclusive of one-story open porches, shall not be less than 1,000 square feet for a one-story dwelling nor less than 350 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

No building shall be located on any lot nearer than 30 feet to any street line. No dwelling shall be located on any lot nearer than 30 feet to the rear lot line. No dwelling shall be located within 20 feet of any side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as 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. It is acknowledged, however, that if an owner owns two (2) adjacent lots he shall be entitled to treat the property he owns as a single lot for the purpose of this restriction. Notwithstanding the foregoing, a private garage or other accessory building such as a garden house, pergola or conservatory architecturally in harmony with the dwelling house, may be permitted nearer than 10 feet to an interior lot line, but not nearer than 5 feet and such structure shall be deemed a building within the meaning of this instrument.

DENALI VIEW SUBDIVISION

5. EASEMENTS.

For installation and maintenance of utilities and drainage, easements are reserved as shown on the recorded plat of this subdivision.

6. 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.

7. TEMPORARY STRUCTURES.

No mobile home, basement, tent, shack, garage, barn, outbuilding, or structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. No quonset hut or army yak hut or military salvage or surplus building, portable or stationary, shall be erected upon any lot or subdivided portion thereof for any purpose, nor shall any house trailer or tent be parked thereon. No structure shall be allowed to remain unfinished on the exterior unless cold weather prevents performance, in that event, this restriction will be waived until warmer weather prevails. A siding of tarpaper, cellotex or other similar covering shall not be deemed a permanent exterior siding.

8. TREES.

No owner shall be permitted to completely clear the 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 esthetic value is retained.

9. SIGNS.

No signs of any kind shall be displayed on any lot except one professional sign of not more than two feet square, one for sale or rent or one to advertize the property during the construction and sales period.

10. LIVESTOCK AND POULTRY.

Animals, livestock or poultry of any kind shall be restrained as necessary to prevent their becoming nuisances.

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.

12. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless

DETAILED VIEW SUBDIVISION

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.

13. 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.

14. AMENDMENT OF RESTRICTIONS.

These covenants may be amended by written agreement of the owners of sixty (60) percent or more of the land area of the subdivision.

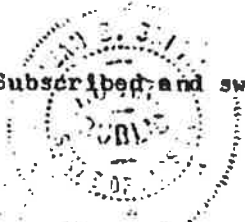
15. SEVERABILITY.

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

SIGNED: William R. Breedlove
William R. Breedlove

Dorothy Breedlove
Dorothy Breedlove

Subscribed and sworn to before me this 1st day of March, 1974.



Jean E. Smith
Notary Public - State of Alaska
My Commission expires: 10-9-74

74-007291
700

RECORDED FILED
ANCHORAGE REC.
DISTRICT

MAR 4 3 36 PM '74

REGISTERED Security

ADDRESS _____
603766

Returns to:
Jean Smith
946 F St.
Anchorage 99501

RESTRICTIVE COVENANTS

for

7 10 1991

GINAMI HILLS SUBDIVISION

according to Plat No. 66-9, Anchorage Recording District,
Third Judicial District, State of Alaska

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 three cars.

TREES: No owner shall be permitted to completely 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 esthetic value of trees be retained.

DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 not be less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story. No structure shall be allowed to remain unfinished on the exterior more than three (3) months, except during winter months should extreme cold deem it not feasible this restriction will be waived until warmer weather prevails.

BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to any side of the lot. No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. 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.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved, and further easements shall be reserved for road or street purposes in the instruments of conveyance.

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything to be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES: No structure of any temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a temporary or permanent residence except that a house trailer in good condition may be kept on a lot during the period of dwelling construction, not to exceed one year from the purchase of the lot by said trailer owner. A basement house may be used as a residence during the period of construction of the main floor residence, but not to exceed two (2) years.

SIGNS: No sign of any kind shall be displayed to the public view of 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 by a builder to advertise the property during the construction and sales period.

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 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.

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 that they are not kept, bred or maintained for any commercial purposes, and 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.

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.

WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of

the State of Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

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 requirements, standards and recommendations of the State of Alaska Department of Health. Approval of such system as installed shall be obtained from such authority.

RE-SUBDIVISION: The area of lots described in the instrument of conveyance shall not be reduced in size by re-subdivision to an area of less than 2-1/2 acres, including easements.

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 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 lines 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 a street property line extended. 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 or alley pavement. 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.

TERMS: 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-five (25) years from the date of sale, after which time said 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 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.

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.

SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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10-21-14
Misc.
BOOK 223 PAGE 760
Anchorage Recording District

DENALI VIEW SUBDIVISION
COVENANTS RESTRICTING USE OF LAND

1. PURPOSE.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

2. LAND USE AND BUILDING TYPE.

No lot shall be used except for single or two-family residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than single or two-family dwelling not to exceed two stories (excluding basement) in height and a garage for private vehicles, plus reasonable storage. These height restrictions shall not apply to any lot in Block Three (3).

3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$40,000. based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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. The ground floor area of the main structure, exclusive of one-story open porches, shall not be less than 1,000 square feet for a one-story dwelling nor less than 350 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

No building shall be located on any lot nearer than 30 feet to any street line. No dwelling shall be located on any lot nearer than 30 feet to the rear lot line. No dwelling shall be located within 20 feet of any side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as 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. It is acknowledged, however, that if an owner owns two (2) adjacent lots he shall be entitled to treat the property he owns as a single lot for the purpose of this restriction. Notwithstanding the foregoing, a private garage or other accessory building such as a garden house, pergola or conservatory architecturally in harmony with the dwelling house, may be permitted nearer than 10 feet to an interior lot line, but not nearer than 5 feet and such structure shall be deemed a building within the meaning of this instrument.

DENALI VIEW SUBDIVISION

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No mobile home, basement, tent, shack, garage, barn, outbuilding, or structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. No quonset hut or army yak hut or military salvage or surplus building, portable or stationary, shall be erected upon any lot or subdivided portion thereof for any purpose, nor shall any house trailer or tent be parked thereon. No structure shall be allowed to remain unfinished on the exterior unless cold weather prevents performance, in that event, this restriction will be waived until warmer weather prevails. A siding of tarpaper, cellotex or other similar covering shall not be deemed a permanent exterior siding.

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No owner shall be permitted to completely clear the 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 esthetic value is retained.

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77-153

MORTGAGE HOLDERS

DATE: 9/24/73

Barbara White
 SUBURBAN LAND CO.
 BARBARA M. WHITE JR., PARTNER
 538 4th AVE.
 ANCHORAGE, AK

DATE: Oct 11 1973

ALASKA FUND, LTD.
 P.E. LUDT
 GENERAL PARTNER
 799 PARK AVE.
 NEW YORK, N.Y.

DATE: Sept 24 73

Patrick B. Moore
 PATRICK B. MOORE
 STAB PT. A
 BOX 1589
 ANCHORAGE, AK

DATE: Sept 25, 1973

Irma Doble
 IRMA DOBLE
 4878 SUMMIT DRIVE
 ANCHORAGE, AK

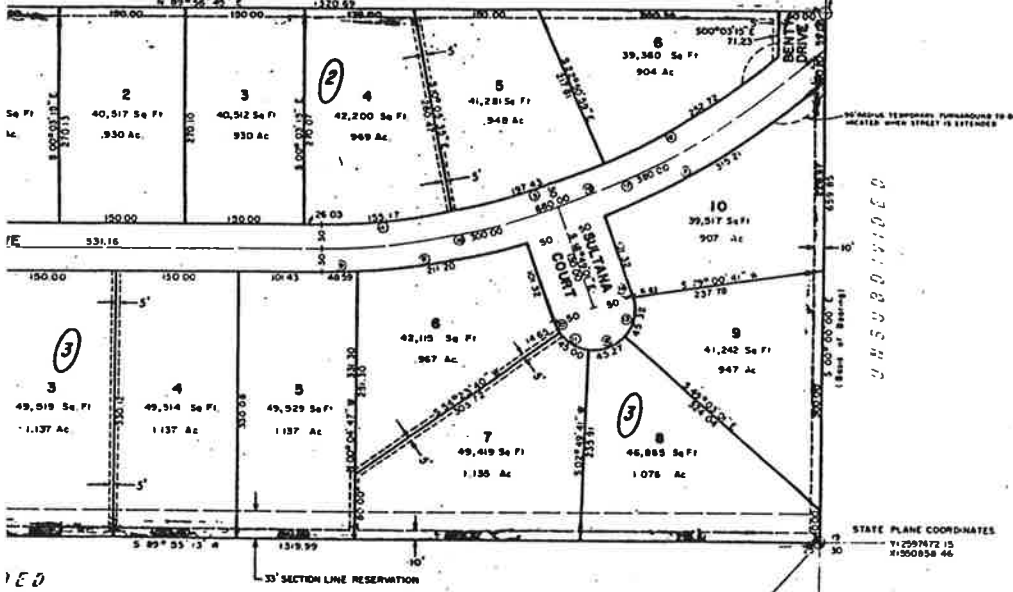
DATE: Sept 25 1973

Joseph Arthur Andries
 JOSEPH ARTHUR ANDRIES
 3770 TUDOR ROAD
 ANCHORAGE, AK

Tangent	CHANG	Curve
ANGLE	BEARINGS	LENGTH
172.3	N49°42'56"E	1
23.21	N40°48'0"W	2
18.99	N43°04'44"W	3
77.78	N64°50'59"E	4
99.02	N73°3'45"E	5
127.22	N58°59'09"E	6
159.08	S58°37'05"W	7
106.04	S60°36'05"W	8
24.30	S68°27'48"W	9
73.8	S77°2'46"E	10
24.15	S6°23'0"E	11
24.32	N66°05'2"E	12
24.35	N44°54'59"E	13
34.2	N44°54'20"W	14
356.50	N64°40'29"E	15
151.35	S60°33'29"W	16
192.77	N59°18'29"E	17

SUBDIVIDED

ALL TEMPORARY FURROWING TO BE
 TO WHEN STREET IS EXTENDED.



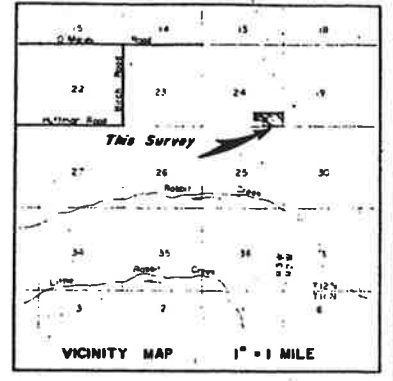
VED

77-153
 REGISTERED-FILED 5"
 Anchorage, AK
 JUL 22 1973
 Municipality
 of Anchorage

MEASUREMENT CONTROL
 314 ROAD
 T+2,388,542.64
 N+349,986.02

~~76-211~~
 Anchorage
 Aug 31 76
 Municipality
 of Anchorage

~~73-214~~
 Anchorage
 11-6
 1:02 P.
 G.A.M.B.



CERTIFICATE OF OWNERSHIP & DEDICATION

We hereby certify that we are the owners of the property described hereon. We hereby dedicate to the public, on easements for public utilities, streets, alleys, thoroughfares, parks and other public areas shown hereon. There shall be reserved adjacent to the dedicated rights-of-way shown hereon, a slope reservation sufficient to contain cut and fill slopes of 1 1/2 feet horizontally for each foot vertically (1 1/2:1) of cut or fill for the purpose of providing and maintaining lateral support of the constructed street. There is also reserved to the grantors, their heirs, successors and assigns, the right to remove said slopes of any time upon providing and maintaining other adequate lateral support, as approved by the City or Borough.
 Date: Sept 25, 1973

William R. Sheldove *Dorothy Breaklow*
 WILLIAM R. SHELDOVE
 BOX 302
 STAR ROUTE A
 ANCHORAGE

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this 25th day of September, 1973.

Leo Schaben
 NOTARY FOR ALASKA

My commission expires May 14, 1977



PLAT APPROVAL

Plat approved by the Borough Planning Commission
 this 6th day of September, 1973

Albert Kuyffer
 Borough Engineer

APPROVED
 By Council 9th, Mayor H.
 City of Anchorage
 Date: 24th 73
 Mayor *Albert Kuyffer*
 Director of Public Works
 Mayor's Office, Anchorage

SURVEYOR'S CERTIFICATE

I, Leo Schaben, professional land surveyor, do hereby certify that the plat of DENALI VIEW SUBDIVISION is a true and correct representation of lands actually surveyed and that the distances and bearings are shown correctly and that all permanent exterior control monuments, all other monuments and lot corners, have been set and staked, or, if final completion is assured by subdivision agreement, they will be set as so specified in said subdivision agreement.
 Date: September 18th 1973



BC Monument Existing
 around set this survey
 with Plug and Tick set this survey
 are 5/8" Rebar
 Utility Easement each side of lot
 4 where noted.
 Found this survey
 Nty Easement each side of
 Dept where noted.

PLAT OF
DENALI VIEW SUBDIVISION
 A SUBDIVISION OF LOT 6, GRANNY HILLS SUBDIVISION AND UNDIVIDED LAND
 LOCATED WITHIN
 SECTION 24, T4N, R3E, S4, ALASKA
 CONTAINING 24.788 ACRES

UNWIN & SCHEBEN CONSULTING ENGINEERS & SURVEYORS
 105E 25TH AVE., ANCHORAGE, 772-8911 NEAR WRIGHT BLVD., PALMER 765-6417

Drawn JP Scale 1" = 100' NO 73030 File No 5-3B
 Checked LS Date 8-6-73 Grid 2741

2mm Cont. R. & U

DATE: 9/27/72

B. White Jr.
 SUBURBAN LAND CO.
 BASILE B. WHITE JR., PARTN
 238 4th AVE.
 ANCHORAGE, AK

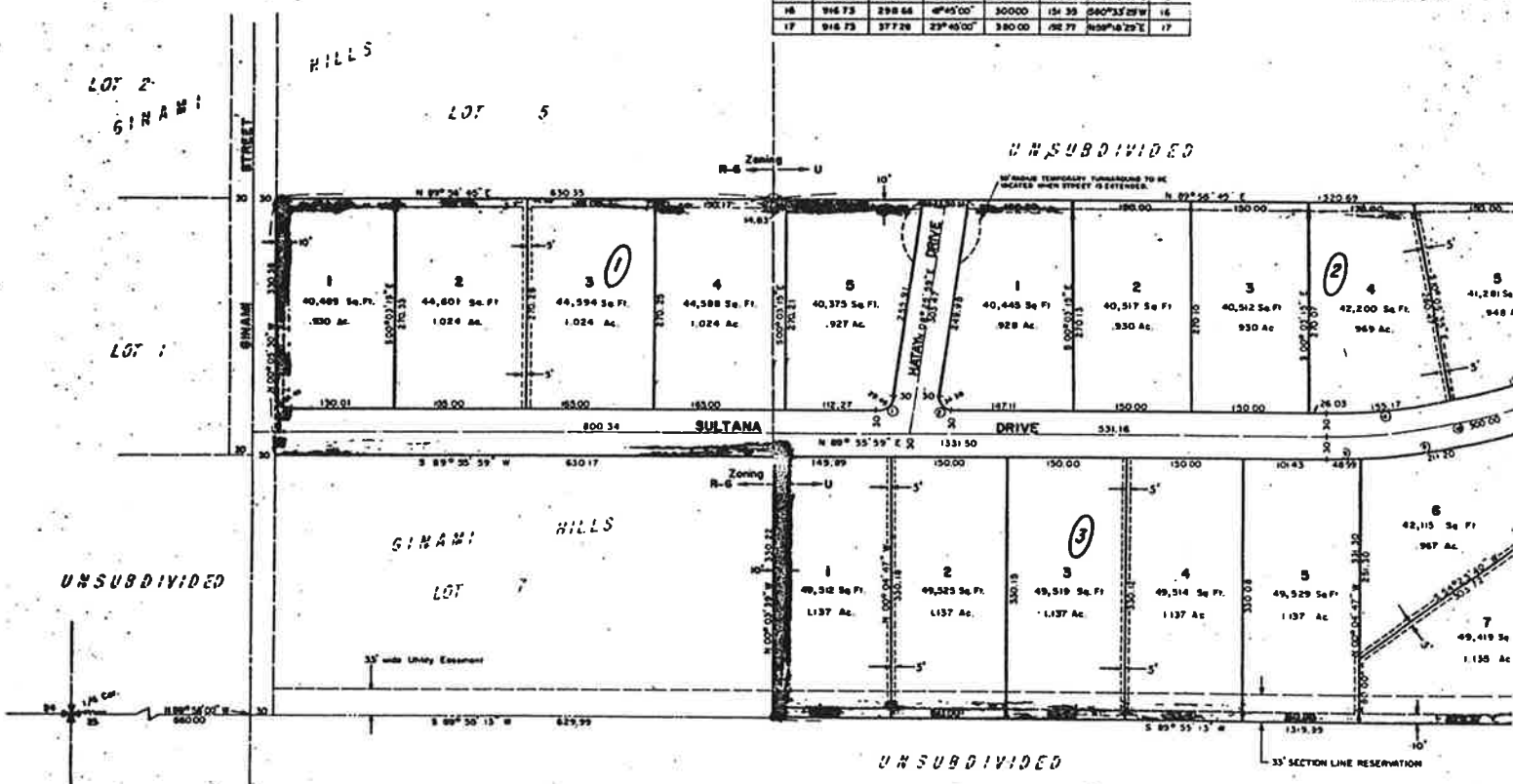
DATE: Oct 11 1972

R.A. Moore
 ALASKA FUND, LTD.
 P.E. LUOT
 GENERAL PARTNER
 299 PARK AVE
 NEW YORK, N.Y.

DATE: Sep 24 72

Patrick R. Moore
 PATRICK R. MOORE
 STAR ST. A
 BOX 1389
 ANCHORAGE, AK

Curve Number	Radius	Chord Length	Delta	Chord Bearing	Curve Length	Curve Range
1	20.00	26.11	8° 30' 00"	28.95	17.23	N88° 40' 56" E 1
2	20.00	30.30	8° 30' 00"	34.38	23.21	N40° 48' 01" W 2
3	20.00	28.28	8° 30' 31"	31.41	19.29	N45° 04' 44" W 3
4	886.73	154.97	10° 01' 34"	153.17	77.78	N84° 36' 09" W 4
5	886.73	157.02	12° 45' 24"	157.43	95.42	N73° 3' 45" E 5
6	886.73	251.87	18° 42' 44"	232.72	127.22	N58° 59' 09" W 6
7	944.73	313.78	19° 06' 35"	315.21	159.08	S58° 37' 03" W 7
8	944.73	210.76	12° 46' 54"	211.20	106.04	S80° 36' 05" W 8
9	944.73	48.39	02° 46' 21"	48.59	24.30	S88° 27' 45" W 9
10	30.00	16.60	10° 47' 19"	16.63	7.38	S27° 2' 45" E 10
11	30.00	43.50	5° 33' 38"	45.00	24.15	S8° 23' 0" E 11
12	30.00	43.74	5° 32' 43"	45.27	24.32	N89° 0' 0" E 12
13	30.00	43.79	5° 36' 4"	45.33	24.35	N4° 36' 57" E 13
14	30.00	6.83	07° 46' 42"	6.83	3.42	N14° 36' 20" W 14
15	916.73	864.52	48° 30' 00"	680.00	336.50	N64° 40' 56" E 15
16	916.73	298.64	4° 45' 00"	300.00	151.35	S80° 33' 28" W 16
17	916.73	377.28	23° 40' 00"	380.00	191.77	N88° 14' 29" E 17



ACCEPTANCE OF DEDICATION BY THE STATE OF ALASKA

The State of Alaska hereby accepts for public use and for public purposes the real property dedicated on this plat described as the 80 foot right-of-way for Sultana Drive from a point 226.16 feet West of the Northwest corner of Lot One, Block 3, Daniels View Subdivision to a point 1,498.13 feet to the East or the Northeast corner of Lot 10, Block 3, Daniels View Sub.

Dated at Anchorage, Alaska this 20th day of August 1976.

Russell W. Cahill
 Director, State Division of Parks

ACCEPTANCE OF DEDICATION BY THE GREATER ANCHORAGE AREA BOROUGH

The GAAB hereby accepts for public use and for public purposes the real property dedicated on this plat including but not limited to the easements right-of-way, alleys, roadways, thoroughfares, and parts thereof herein. Dated at Anchorage, Alaska, this 27th day of August, 1973

Thomas Coffey
 Borough Clerk

John R. Peltola
 Borough Mayor

LEGEND

- ⊙ GLO or BLM BC Monument Existing
- ⊕ U/S BC Monument not this survey
- ⊙ 1" Iron Pipe with Plug and Tack set this survey
- All other corners are 3/8" Rebar
- ⊖ 10' wide Utility Easement each side of lot except where noted.
- ⊙ BC Monument found this survey
- ⊖ 5' wide Utility Easement each side of lot line except where noted.

77-153
 RECORDED - BLD 5
 Anchorage
 JUL 22 1977
 3:47
 Municipal
 of Anchorage

SURVEY
 1. Lot
 2. plat of
 3. correct re
 4. borings
 5. monument
 6. staked, or
 7. will be so