

COLLEGE GATE EAST ADDITION NO. 1

Located in NW1/4 Section 26, Township 13 North,
Range 3 West, Seward Meridian, Alaska

BUILDING AND LAND USE RESTRICTIONS

Plat Filed 4/15/70 Plat No. 70-93

The undersigned, being the representative of the owners 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 constitute covenants to run with all of the land, as provided by law, and 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 these building and land use restrictions is described as follows:

COLLEGE GATE EAST ADDITION NO. 1, Located in NW1/4
Section 26, Township 13 North, Range 3 West, Seward
Meridian, 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-and-one-half stories in height, and a private garage for not more than two cars.

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted at a cost less than \$27,000 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 a minimum cost stated herein, for the minimum permitted dwelling size. The improved floor area shall not be less than 950 square feet.

NUISANCES

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

SIGNS

No signs 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(5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

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.

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 or disposal of such material shall be kept in a clean and sanitary condition.

RE-SUBDIVISION

The area of lots herein described shall not be reduced in size by re-subdivision, EXCEPT that owners of three(3) contiguous lots 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 to the front lot 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.

(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 5 feet to an interior lot line. However, the sum of the side yard dimensions measured along the front building line shall not be less than 15 feet.

(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 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 is retained.

SIGHT DISTANCE

No fence, wall, hedge, or shrub planting which obstructs sight lines 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 a 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 distances of 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 persons claiming under them. These covenants may be changed at any time, in whole or in part, by an instrument signed by a majority of the then owners of the lots in the respective subdivision.

WATER

No individual well or water system shall be installed on any lot. All lot purchasers and owners purchase subject to the requirements that they take water from the supplier, namely the City of Anchorage. Such system shall be constructed in accordance with requirements, standards and recommendations of the Alaska Department of Health and the City of Anchorage.

SEWER

No individual sewage-disposal system shall be installed on any lot. All lot purchasers and owners purchase subject to the requirement that they use the sewage disposal system installed. Such system shall be constructed with requirements, standards, and recommendations of the Alaska Department of Health and the City of Anchorage.

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 either temporarily or permanently. No building 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 to any street than the minimum building setback line unless similarly approved.

ARCHITECTURAL CONTROL

No building 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 to any street than the minimum building setback line unless similarly approved.

ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP: The architectural control committee is composed of:

James D. Chapman, 740 I Street, Anchorage, Alaska
Lloyd W. Hines, 2803 Wesleyan Drive, Anchorage, Alaska
Ralph M. Alley, 2330 Spenard Road, 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 this covenant. At any time, 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 the committee or restore to it any of its powers and duties.

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 ten (10) 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.

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

EASEMENTS

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.

PROTECTIVE SCREENING

Protective screening easements are established as shown on the recorded plat. Planting, fences or walls shall be maintained throughout the entire length of such easements by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas.

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, 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 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.


MINERAL RIGHTS

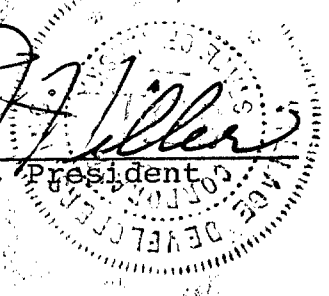
All oil, gas, coal, and mineral rights in or upon the aforesaid subdivision together with the right to explore for and remove the said materials are reserved to the undersigned Owner of the subdivision, owner of all lots as of the date hereof, and such rights shall not be embraced within the conveyance from said owner of any lots herein referred to.

The foregoing restrictions and conditions for building and use in the named Subdivision are hereby declared and adopted by the Owner of the Subdivision and all easements created, granted and reserved are declared to be the act of the Owner, and all conditions on purchase and ownership of property in the Subdivision shall be deemed and considered covenants running with the land.

Dated at Anchorage, Alaska, this 10th day of April, 1970.

VILLAGE DEVELOPERS, INC.


Noel F. Miller, President



STATE OF ALASKA

THIRD JUDICIAL DIVISION

THIS IS TO CERTIFY that on this 10th day of APRIL, 1970 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Noel F. Miller, known to be the President of VILLAGE DEVELOPERS, INC. an Alaskan corporation, and he acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that he is duly authorized to execute said instrument by the Board of Directors of said corporation, and that he executed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year above written.

70-008808

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RECORDED ~~FILED~~
ANCHORAGE REC.
DISTRICT

APR 15 10 28 AM '70

REQUESTED BY G.A.A.B.

ADDRESS Return to:
Tryck, Nyman, & Hayes
740 I St.
Anch.


My Commission expires 7-8-73

