

OCEANVIEW NORTH SUBDIVISION UNIT NO. 4

Located in the NE 1/4 of Section 30, T 12 N, R 3 W, Seward Meridian, Alaska

BUILDING AND LAND USE RESTRICTIONS

Plat Filed 7/16/79 Plat No. 79-100

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 lots which are subject to these building and land use restrictions are described as follows:

Block 18, Lots 1-6; Block 19, Lots 1-4; Block 19, Lots 18-40; in OCEANVIEW NORTH UNIT NO. 4, located in the NE 1/4 of Section 30, T 12 N, R 3 W, Seward Meridian, Alaska.

LAND USE AND BUILDING TYPE

B-6716

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, excepting Lots 1-6, Block 18, and Lots 31-40, Block 19, on which two-family dwellings (duplexes) shall be permitted. No structure shall exceed two-and-one-half stories in height, and a private garage for not more than two cars per dwelling unit.

DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted at a cost less than \$95,000, except for a duplex, which shall not be at a cost less than \$130,000, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions 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 restrictions are recorded at the minimum cost stated herein. The \$95,000 cost shall include the cost of the improved lot upon which the dwelling is constructed.

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.

SIDING AND EXTERIOR COLORS

Only wood siding will be used on the exterior of the buildings. The type and style of said siding must meet with the approval of the Architectural Control Committee. All exterior finishes and colors must receive the approval of the Architectural Control Committee. Light stains and clear finishes are to be the predominate exterior treatments.

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 unless it is agreed upon by a majority of the property owners within the 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 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 20 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 aesthetic value of the trees is retained. No building is to commence on any lot without a site plan being submitted to the Architectural Control Committee indicating which trees are to be removed and which trees are to remain. No tree 6 feet outside the building perimeter may be cut without the Architectural Control Committee's written permission.

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 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 35 years from the dates these covenants are recorded, after which time said covenants shall automatically be 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.

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 Central Alaska Utilities, Inc. Such system shall be constructed in accordance with requirements, standards, and recommendations of the Alaska Department of Environmental Conservation and the Municipality of Anchorage.

SEWER

No individual sewage-disposal system shall be installed on any lot. All lot purchasers and owners purchase subject to the requirements that they use the sewage disposal system installed. Such system shall be constructed in accordance with requirements, standards and recommendations of the Alaska Department of Environmental Conservation and the Municipality 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 or for storage, either temporarily or permanently. No building shall be erected, placed or altered on any lot until the construction plans 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 materials, harmony of external 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 home or any building on any lot or any additions to homes or buildings shall be completed within one year.

EXTRA VEHICLE

Any inoperable vehicles in excess of one 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.

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 in writing 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:

Robert W. Kubick, 621 W. Dimond Blvd., Anchorage, Alaska 99502
Sharon Rae Kubick, 621 W. Dimond Blvd., Anchorage, Alaska 99502
Larry Astley, 621 W. Dimond Blvd., Anchorage, Alaska 99502

A 100% 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 service performed pursuant to this covenant. In the event no representative is designated to act for the committee, the committee may take decisive action by the vote of a majority of its members. At any time then the 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 inequity 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 judgement or court order shall not affect 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 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 of utility company is responsible.

OIL AND MINING OPERATIONS

No oil or gas drilling, 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 or minerals will be permitted within a 500 foot buffer measured vertically from the surface.

Dated at Anchorage, Alaska, this 19th day of July, 1979.

ROYAL KREST CONSTRUCTION, INC.

Robert W. Kubick
Robert W. Kubick, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 19th day of July, 1979, before the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert W. Kubick, known to me to be the President of Royal Krest Construction, 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 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.

Marion L. Simpson
Notary Public
My commission expires 10/12

79-035415
13-

RECORDED
ANCHORAGE
DISTRICT

JUL 24 9 43 AM '79

REQUESTED BY
ADDRESS

BROKERS TITLE COMPANY

OCEANVIEW NORTH SUBDIVISION UNIT NO. 4

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A-454

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Dated at Anchorage, Alaska, this 15th day of JULY, 1980.

ROYAL KREST CONSTRUCTION, INC.

Robert W. Kubick
Robert W. Kubick, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of JULY, 1980, before the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert W. Kubick, known to me to be the President of Royal Krest Construction, 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 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.

80-003395
20-

RECORDED - FILED
ANCHORAGE REC.
DISTRICT

JAN 29 9 47 AM '80

FILED BY WORLDWIDE TITLE COMPANY
100-155

Marion K. [Signature]
Notary Public
My commission expires 4-10-83

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