

SUN VALLEY SUBDIVISION

Located in the Anchorage Recording District

Anchorage, Alaska

Plat Filed 4-23-82, Plat No. 82-79

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 the benefit of and limitations upon all future owners in said subdivision.

The land is subject to the building and land use restrictions is described as follows: Lots 1-5, Blk 1, Lots 1-8, Blk 2, Lots 1-9, Blk 3, Sun Valley Subdivision located in the Anchorage Recording District, Anchorage, Alaska.

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 two family dwelling, not to exceed two-and-one-half (2½) stories in height, a private garage for not more than four cars, a greenhouse, a garden toolhouse, not to exceed 200 square feet.

DWELLING COST, QUALITY AND SIZE. No single family dwelling shall be permitted at a cost less than \$50,000, no two family dwelling at a cost less than \$75,000, 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 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 \$50,000 shall not include the cost of the lot. The minimum single dwelling square footage shall be not less than 1,000. For two family dwelling minimum square footage 1,600.

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. Exception: No more than 4 horses per lot may be kept on Lots 1 thru 5, Block 1. No more than 2 horses per lot may be kept on Lots 1 thru 8 Block 2, and Lots 1 thru 8 Block 3.

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.

NUISANCES. There shall be no nuisance or noisy, mal-odorous, 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 radio Transmission or receiving station, or engaging in any other type or like activity, if such operation of 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 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 than 25 feet to the front lot line.

(b) No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. No building shall be located nearer than 25 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 sign 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 connecting them at points 15 feet from the intersection of the street property lines extended. The same sightlines 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 ineffect from the date on which the subdivision plat is recorded. These covenants are to run 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 shall automatically be 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 one vote.

CONSTRUCTION. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence or for storage, either temporarily or permanently.

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 violation or to recover damages.

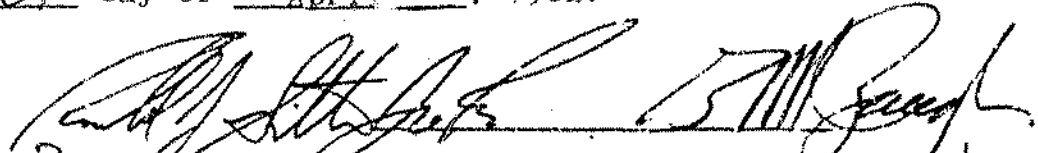
SEVERABILITY. Invalidations of any of the covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

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 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.

DATED this 29<sup>th</sup> day of April, 1982.

  
RONALD J. SMITH John A. Pace Gary M. Baugh

STATE OF ALASKA

On this 29 day of April, in the year 1982, before me, Dorothea A. Sutton, Notary Public for the State of Alaska, personally appeared John A. Pace, 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.

  
Notary Public, State of Alaska  
My Commission Expires 9-27-83

STATE OF ALASKA

On this 29 day of April, in the year 1982, before me, Judy L. Meier, Notary Public for the State of Alaska, personally appeared G. M. Raugh, 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.

Judy L. Meier  
Notary Public, State of Alaska

STATE OF ALASKA

On this 29<sup>th</sup> day of April, in the year 1982, before me, Dorothea A. Sutton Notary Public for the State of Alaska, personally appeared Ronald J. Smith, 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.

Dorothea A. Sutton  
Notary Public, State of Alaska  
My Commission Expires 9-27-83

82-024655  
26<sup>00</sup>

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

APR 29 2 35 PM '82

REQUESTED BY SUN VALLEY DEV. CO  
ADDRESS 204 W. 10<sup>th</sup> AVE.  
ANCH. AK. 99501



BOOK 1361

WITNESS my hand and official seal the day and year first hereinabove mentioned.



Roxann Schmidt  
Notary Public in and for Alaska  
My Commission Expires: March 16, 1988

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 20<sup>th</sup> day of November, 1985, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John A. Pace, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first hereinabove mentioned.



Roxann Schmidt  
Notary Public in and for Alaska  
My Commission Expires: March 16, 1988

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 5<sup>th</sup> day of Dec., 1985, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Gary M. Baugh, to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

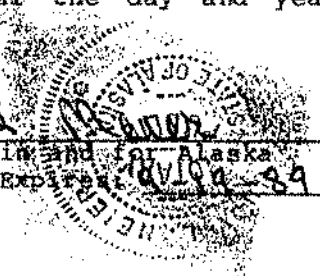
WITNESS my hand and official seal the day and year first hereinabove mentioned.

85-085481

11 CCP

RECORDED-FILED  
ANCHORAGE REG.  
DISTRICT

John A. Pace  
Notary Public in and for Alaska  
My Commission Expires: March 16, 1988



DEC 17 1 30 PM '85

REQUESTED BY Jensen Harris & Poth  
ADDRESS 310 K Street #406  
Anchorage

MODIFICATION OF RESTRICTIVE COVENANTS

MODIFICATION OF RESTRICTIVE COVENANTS DATED 29th Day of APRIL, 1982  
FILED IN BOOK 726 PAGE 0243

PAGE 0380

Change LAND USE AND BUILDING TYPE. to read as follows:

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 or two family dwelling, not to exceed two-and-one-half (2½) stories in height, a private garage for not more than four cars, a greenhouse, a garden toolhouse, not to exceed 200 square feet.

All other provisions of the restrictions as filed remain in full force and effect.

Approved by a majority of the property owners by signature below:

<u>Printed Name</u>	<u>Signature</u>	<u>Lot/Block</u>
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This instrument is being recorded by Transamerica Title Insurance Co. as an accommodation only, it has not been examined or its effect, if any, on the title of the estate herein.

1578

BOOK  
 ARLE DISOTELL  
 RICHARD KORNBRATH  
 JANIS BISKIS  
 JAMES R. TAYLOR  
 KATHERINE T. TAYLOR  
 JENNIFER ZINK  
 JEROME K ZINK  
 J. MICHAEL JONES  
 KATHLEEN E. JONES  
 John A. PACE  
 John A. PACE  
 RONALD J. SMITH  
 James H. Nichols  
 Beverley A. Perden  
 DAVID JOERG  
 Judy Blalock  
 FRANK Blalock  
 GARY BAUGH

*Carl A. Disotell*  
*Richard Kornbrath*  
*Janis Biskis*  
*James R Taylor*  
*Katherine T Taylor*  
*Jennifer Zink*  
*Jerome K Zink*  
*J. Michael Jones*  
*Kathleen E Jones*  
*John A Pace*  
*John A Pace*  
*Ronald J Smith*  
*James H Nichols*  
*Beverley A Perden*  
*David Joerg*  
*Judy Blalock*  
*Frank Blalock*  
*Gary Baugh*

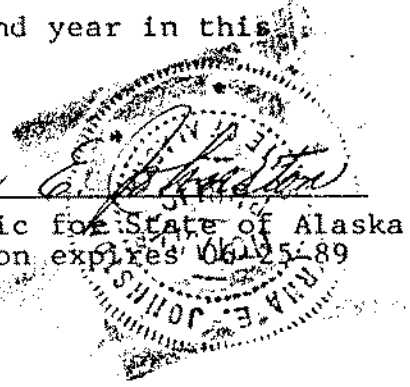
LOT 1 BLK 2  
 LOT 3 BLK 1  
 LOT 1 BLK 3  
 LOT 1 BLK 3  
 LOT 4 BLK 2  
 LOT 9 BLK 3  
 LOT 7 BLK 3  
 Lot 5 BLK 1  
 Lot 2 BLK 3  
 Lot 2 BLK 2  
 Lot 4 BLK 3  
 Lot 6 BLK 3  
 Lot 5 BLK 2  
 Lot 6 BLK 2  
 Lot 7 BLK 3

State of Alaska )  
Third Judicial District)

THIS IS TO CERTIFY that on this 21st day of January 1987, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carl A. Disotell, Richard Kornbrath, Janis Biskis, James R. Taylor, Katherine T. Taylor, Jennifer Zink, Jerome K. Zink, J. Michael Jones, Kathleen E. Jones, John A. Pace, Ronald J. Smith, James H. Nichols, Beverley A. Perdew, David W. Joerg, Judy Blalock, Frank Blalock, Gary M. Baugh to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

*Myrna E. Johnston*  
Notary Public for State of Alaska  
My Commission expires 06-25-89



*Return to:*

T.T.I. Co.  
701 E. Tudor #100E  
Anchorage, AK 99503

87-019210

39-

RECORDED - FILED  
DISTRICT

MAR 17 12 33 PM '87

REQUESTED BY T.T.I. Co.  
701 E. Tudor #100E  
ADDRESS Anchorage, AK 99503