

PROTECTIVE COVENANTS FOR WOODBOURNE SUBDIVISION

AREA OF APPLICATION

The residential area covenants hereinafter contained shall apply in their entirety to the Woodbourne Subdivision as shown on Plat recorded on the day of 1978, in the office of the Anchorage District Recorder, Third Judicial District.

EFFECTIVE DATE

All covenants and conditions herein contained shall be effective immediately and concurrently with the filing of the recording hereof.

LAND USE AND BUILDING TYPE

No tract shall be used except for residential purposes and no buildings shall be erected, placed or permitted to remain on any tract for any commercial use.

DWELLING COSTS, QUALITY AND SIZE

No dwelling shall be permitted on any tract at a cost of less than \$40.00 per square foot per floor used for living purposes, based on cost levels prevailing at 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. 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.

BUILDING LOCATION

No building shall be located on any tract nearer than fifty (50) feet to any existing tract line.

NUISANCES

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

CONSTRUCTION

No structure of a temporary character, trailer, tent, shack or other outbuildings shall be used on any tract at any time as a residence, either temporarily or permanently.

TERMS

These covenants are to run with the land and shall be binding on all persons and all parties 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 a period of 10 years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change the covenants in whole or in part.

ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage, and such actions may be brought by any lot owner or other holder of a real interest.

SEVERABILITY

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

ANIMALS AND LIVESTOCK

No dogs may be kept, bred or maintained for any commercial purposes, nor may any dog teams be maintained on any lot. Horses and other animals may be kept if for non-commercial purposes, and buildings may be constructed for such use.

DATED JULY 7, 1978

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Owner

Sammy Seawell

SAMMY SEAWELL

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9th day of Janauary, 1979, before me, the undersigned Notary Public, personally appeared SAMMYE SEAWELL, known to me and to me known to be the individual described in the foregoing instrument. She acknowledged to me that she signed said instrument freely and voluntarily.

IN WITNESS WHEREOF, I have set my hand and official seal the day hereinabove written.

Susan Wolfe

NOTARY PUBLIC IN AND FOR STATE OF ALASKA
My Commission Expires: 1-30-79

Return to
Safeco Title Agency, Inc.
Escrow # 2374-JM

79-005029
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RECORDED FILED
ANCHORAGE REC.
DISTRICT

JAN 30 9 18 AM '79

REQUESTED BY SAFTCO
ADDRESS _____