

202155

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE PARK SUBDIVISION

THIS INSTRUMENT made this 1st day of July, 1982, by HERITAGE FUND #1, referred to as "Heritage", which is the owner of the following-described real property, for the purpose of submitting such real property to the following restrictive covenants which shall run with the land in accordance with the terms of this Instrument:

Block One (1), Lots 1-22, Block Two (2), Lots 1-28, HERITAGE PARK, Tract One DONAHO HOMESTEAD, ADDITION NO. 1, located in the Southeast one-quarter (SE 1/4), Section 7 (S7), Township 14 North (T14N), Range 1 West (R1W), Seward Meridian.

Each and every part, parcel, lot or portion (hereinafter "lot") of Heritage Park Subdivision is hereby made subject to the Covenants, Conditions and Restrictions (hereinafter "covenants") provided for herein. Each of these Covenants is and all are for the benefit of the grantee, subsequent grantees, and owners of any interest in any lot of Heritage Park Subdivision. These Covenants, which are and each hereby is imposed upon Heritage Park Subdivision, are to be construed as restrictive covenants running with the title of such real property and with each and every lot thereof.

This Instrument and the Covenants established hereunder may be extended by Heritage to encompass additions to Heritage Park Subdivision by the simple recording of a notice to that effect when such additions are platted.

1. General Purposes; Subdivision in Lots.

(a) The purpose of these Covenants is to insure the best use and the most appropriate improvement of each lot of Heritage Park Subdivision; to protect the owners of lots against such improper use of surrounding lots as will decrease the value of their property; to guard against the erection thereon of poorly designed structures or structures built of improper or unsuitable material; to encourage and insure the construction of attractive homes on said property, appropriately located on said lots; to secure and maintain property setback from streets and adequate open spaces between structures; and generally to provide for a superior type and quality of improvements on said property.

(b) The lot conveyed to each grantee by Heritage may not now or hereafter be further subdivided.

2. Architectural Control. No building shall be erected, placed, or altered until the construction plans, specifications, and building location have received written approval by the Architectural Control Committee, 207 East Northern Lights Boulevard, Anchorage, Alaska 99503. The Architectural Control Committee shall base its determination of approval on such factors as quality of workmanship and materials, harmony of external building design with existing structures, building location, and finished grade elevation.

HUGHES THORSSNESS
GANTZ POWELL & BRUNSON
ATTORNEYS AT LAW
300 WEST THIRD AVENUE
ANCHORAGE, AK 99501
(907) 274-7522

3. Architectural Control Committee. The Architectural Control Committee shall consist of :

F. L. Newton
7908 Highlander Drive
Anchorage, Alaska 99502
Phone: 263-2452 (work)

Ken Calhoon
207 East Northern Lights Blvd.
Anchorage, Alaska 99502
Phone: 276-1333 (work)

Lee Walker
7027 Apollo Court
Anchorage, Alaska 99504
Phone: 263-2436 (work)
333-8248 (home)

After fifty percent (50%) of the Heritage Park Subdivision lots have been sold, an election will be held for the purpose of electing an Architectural Control Committee consisting of residents of the subdivision.

4. Type of Structure. No structure shall be erected, altered, placed, or permitted to remain on any lot subject to this Instrument other than one (1) new single family dwelling and garage not exceeding two stories in height for private, non-commercial use except as provided in Section 26.

5. Dwelling Cost, Quality and Size. No dwelling costing less than the equivalent of \$90,000 in U. S. dollars as of July, 1982 (excluding cost of land) shall be permitted on any lot. It is the intention and purpose of this covenant to assure that the quality of the dwellings hereafter erected in Heritage Park Subdivision shall be equal to or better than that which can be constructed for not less than the minimum cost as of July, 1982.

6. Building Location.

(a) No building shall be located on any lot closer than twenty (20) feet to the front lot line or closer than twenty (20) feet to any side lot line which borders a street.

(b) No building shall be located nearer than five (5) feet to an interior side lot line. No dwelling shall be located nearer than ten (10) feet to the interior rear lot line, unless otherwise permitted in writing by the Architectural Control Committee.

(c) Dwellings shall be located on corner lots so as to present an attractive front appearance on both streets or may be placed diagonally on such lots.

(d) For the purpose of Section 6, 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 to encroach upon another lot.

7. 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 material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The flow of water through drainage channels shall be maintained continuously by the owner of the lot.

8. Nuisances. No noisy 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, or which may decrease the value of neighboring lots, as determined by at least one-fourth of the lot owners.

9. Outbuildings. Except as allowed under Section 13 herein, no detached structure, trailer, tent, shack, storage shed, barn, greenhouse, or other outbuilding shall be placed or used on any lot at any time, either temporarily or permanently, without approval of the Architectural Control Committee.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except 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 and sales period.

11. Oil and Mining Operations. No oil drilling, oil development operations, oil 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 on or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any lot.

12. Livestock and Poultry. No animals, sled dogs, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No vicious dog as defined in the ordinances of the Municipality of Anchorage shall be kept on any lots.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste equipment and facilities for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept out of sight from the street or any other lot. All equipment for storage or disposal of garbage, trash, rubbish or other wastes may not be kept, maintained or located outside any dwelling, except (1) in a storage shed, completely enclosed and located or connected next to the exterior wall of any dwelling or (2) the day of garbage pickup.

14. Water Supply. No individual water-supply system or well shall be permitted on any lot.

15. Resubdivisions and Combinations. No lot shall be subdivided into smaller lots nor conveyed or encumbered in less than the full, original dimension thereof. Nothing contained herein shall prevent the dedication or conveyance of portions of

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lots for additional easements for public utilities nor prevent the combining of contiguous lots to form larger, combined lots.

16. Antennas. No short wave antenna or any unusually large antenna of any type shall be permitted unless written approval thereof is first obtained from the Architectural Control

17. Business. No retail, wholesale, manufacturing, or repair business of any kind shall be permitted on any lot.

18. Tree Removal. Native trees shall not be cut down or destroyed on any lot, except upon approval of the Architectural Control Committee and except as necessary to allow construction of a single family dwelling and installation of utilities.

19. Tanks. No tanks of any kind shall be erected, placed or permitted on any lot. Any tank for use in connection with any residence, including tanks for storage of gas, fuel oil, gasoline and oil, must be buried.

20. Screening. All clotheslines, equipment, service yards, woodpiles or storage piles shall be screened so as to conceal them from view of neighboring lots or streets.

21. Repairing, Dismantling or Assembling. No repairing, dismantling, or assembling of any vehicles, machine, boat or other similar property will be permitted on any lot in view of any other lot or street.

22. Vehicles. All recreational vehicles will be screened from view from the street during the off-season.

23. Mailboxes and Newspaper Boxes. Mailboxes and newspaper boxes must be kept attractive and in good repair, as determined by the Architectural Control Committee.

24. Equipment Operation. No snowmachine, motorcycle, motorbike, or similar vehicle may be operated on any lot.

25. Construction. Construction of a single family dwelling must be completed, including exterior finish work, within twelve (12) months of commencement of construction, except as waived by the Architectural Control Committee.

26. Rental. No room, rooms, or any portion less than the entire dwelling may be rented. It is the intent that only one family unit occupy each dwelling.

27. Use Exception. One lot in the subdivision as determined by the Architectural Control Committee may be utilized solely for tennis courts and open space.

28. Fences. Except as approved in writing by the Architectural Control Committee:

(a) Fence location shall be governed by Section 6
(a). Fences may not be more than six (6) feet in height.

29. Parking. Adequate off street parking for at least two (2) cars shall be provided on each lot not later than upon completion of a single family residence on the lot.

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30. Term. This Instrument and the Covenants established hereunder are to run with the land and shall be binding upon, and inure to the benefit of, all grantees and lot owners, and all persons claiming under them for a period of twenty (20) years from the date this Instrument is recorded, after which time this Instrument and such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument of the owners of the lots in the subdivision is recorded agreeing to terminate this Instrument or amend the Covenants in whole or in part. These Covenants may be amended at any time after 25% of the lots have been sold and a majority of the lot owners elect to do so.

31. Severability; Conflict. This Instrument and the several provisions hereunder shall be severable and invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. If any provision of this Instrument shall conflict with the provisions of the Alaska Statutes, the provisions of such statutes shall control.

HERITAGE FUND #1

By *Kenneth Calhoon*
Kenneth Calhoon, General Partner

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 1st day of July, 1982, before me the undersigned a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared KENNETH CALHOON, known to me and to me known to be a General Partner of HERITAGE FUND #1, an Alaska corporation, and he acknowledged to me that he executed the above and foregoing document for and on behalf of said corporation and he further acknowledged to me that he had the power and authority so to do as granted to him by said corporation in its Bylaws or by Resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove set forth.

Rebecca J. Rose
Notary Public in and for Alaska
My Commission Expires: February 23, 1986



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RECORDED-FILED
ANCHORAGE REC.
DISTRICT

JUL 2 11 23 AM '82

REQUESTED BY _____
ADDRESS - 5 - _____

T.T.I. Co.

AFTER RECORDING RETURN TO:

CENTURY-21 HERITAGE HOMES
207 E. Northern Lights Blvd
Anchorage, Alaska 99503
Attn: Ken Calhoon

HUGHES THORNESS
GANTZ POWELL & BRUNDIN
ATTORNEYS AT LAW
809 WEST THIRD AVENUE
ANCHORAGE, AK 99501
(907) 274-7522