

#65-60

DECLARATION OF RESTRICTIONS

PL 321, 61
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HEREAS, Williwaw Lodge Incorporated, an Alaskan Corporation, is the owner of that certain tract of land situated, lying and being in the State of Alaska, particularly described as follows, to wit:

Williwaw Subdivision:

Beginning at the center of Section 2, Township 17 North, Range 1 West, Seward Meridian, Alaska; thence South a distance of 1135.0 feet to the Bogard Road; thence North 87° 17' East along Bogard Road a distance of 249.21 feet; thence North 52° 51' East a distance of 409.62 feet; thence North a distance of 875.09 feet; thence North 89° 58' West a distance of 575.4 feet to the POINT OF BEGINNING.

All located in U.S. Lot #6, Section 2, Township 17 North, Range 1 West, Seward Meridian, Alaska, and containing 14.1 acres more or less. Recorded September 3, 1959, Plat 72.

Williwaw Subdivision #2:

Located in the Northeast quarter (1/4), Section 2, Township 17 North, Range 1 West, Seward Meridian. Recorded January 15, 1960, Plat 75.

AND HEREBY, it is the intention of said corporation to create a general plan for the improvement of all of said property for the benefit of themselves and for their future grantees;

AND, THEREFORE, Williwaw Lodge Incorporated hereby declares that the property hereinabove described shall be subject to the following covenants and restrictions and conditions which may be enforced by the parties hereto, their successors and / or grantees.

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1/6/62

1. All lots in the tract shall be known and described as residential except lots 1, 23, 22, 21, 20, 19 of the Demming Survey and/or Williman Subdivision #1 recorded in the Mesilla Recording Precinct in Plat 73; the before mentioned lots shall be listed as commercial; and all the lots in Block 17, 18 and 19 inclusive and lots 15 and 16 of Block 16, and lots 69 and 68 of Block 1 of Williman Subdivision #2, recorded in the Mesilla Recording Precinct in Plat 75; the before mentioned lots shall be listed as commercial.
2. On any residential lot no old building or buildings may be moved onto the lot without the written approval of Williman Lodge Incorporated or their authorized representative.
3. No building shall be erected on any residential lot until the building plan and plot plan showing the location of the building is approved by Williman Lodge Incorporated.
4. No fowl, rabbits, animals or creatures of any kind shall be kept or bred upon any lot or plot in this subdivision for commercial purposes. Birds and animals such as dogs, cats, may be kept as household pets in reasonable numbers for the pleasure of any resident. No goats, cows or pigs shall be kept for any purposes whatsoever. The foregoing is intended to exclude the keeping of any pets such as cats, dogs or birds in numbers or under conditions reasonably objectionable in a closely built-up residential section. No public nuisance can be maintained.
5. No lot in either of the above before mentioned subdivisions may be divided or subdivided.
6. That no more than two residential dwellings, cabins etc. may be placed on any one lot that is recorded as a residential lot.

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Palmer

7. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust, but title to any property in this subdivision obtained through sale in satisfaction of any mortgage or deed of trust shall be held subject to all of the terms and conditions hereof.

8. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

9. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

Dated this first day of February, 1960.

E. H. [Signature]
Mildred [Signature]

State of Alaska
Palmer Precinct.

Subscribed and sworn to before me this 22nd March, 1960.

Territory of Alaska
Palmer Precinct Recording Dist. My comm expires 9/20/62
Notary Public for Alaska
Dorothy E. [Signature]
at the request of [Signature]
Dorothy E. [Signature]
Filed to: [Signature]

TOYON COUNTRY CLUB SUBDIVISIONS RESTRICTIONS
(Williwaw #1 and #2)

67-1639

1. All lots in the tract shall be known and described as residential except Lots 1, 19, 20, 21, 22, 23 of the Demming Survey and/or Williwaw Subdivision #1, recorded in the Wasilla Recording Precinct in Plat 72; the before mentioned lots shall be listed as commercial; and all the lots in Block 17, 18 and 19 inclusive and Lots 15 and 16 of Block 16, and Lots 68 and 69 of Block 1 of Williwaw Subdivision #2, recorded in the Wasilla Recording Precinct in Plat 75; the before mentioned lots shall be listed as commercial.
2. On any residential lot no old building or buildings may be moved onto the lot without the written approval of City Commerce Corporation or their authorized representative.
3. No building shall be erected on any residential lot until the building plan and plot plan showing the location of the building is approved by City Commerce Corporation.
- 3a. Any trailer installed must be concealed with materials aesthetically conducive to the surrounding area and be approved in writing from City Commerce Corporation and installed around said trailer not later than 60 days after installation of such trailer.
4. No fowl, rabbits, animals or creatures of any kind shall be kept or bred upon any lot or plot in this subdivision for commercial purposes. Birds and animals such as dogs, cats, may be kept as household pets in reasonable numbers for the pleasure of any resident; horses may be kept in specified numbers and areas upon approval by City Commerce Corporation. No goats, cows or pigs shall be kept for any purpose whatsoever. The foregoing is intended to exclude the keeping of any pets such as cats, dogs or birds in numbers or under conditions reasonably objectionable in a closely built-up residential section. No public nuisance can be maintained.
5. No lot in either of the above before mentioned subdivisions may be divided or subdivided.
6. That no more than two (2) residential dwellings, cabins, etc. may be placed on any one lot that is recorded as a residential lot.
7. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust, but title to any property in this subdivision obtained through sale in satisfaction of any mortgage or deed of trust shall be held subject to all of the terms and conditions hereof.
8. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

9. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

11. Failure to comply with any of the above restrictions constitutes a breach of contract, assumed existing, that is an obligation on the part of lot owner to comply with above restrictions in consideration of other lot owners also complying. Failure to comply also constitutes a breach on any mortgage, note or lien existing and all money due on said note, mortgage or liens becomes all due and payable. Failure to comply within 30 days after written notice from City Commerce Corporation or a majority of all lot owners delivered into U. S. Mail is an automatic authorization by the lot owner to permit City Commerce Corporation to hire the necessary work to repair the breach of contract and lot owner here by agrees to pay the cost of said hiring of work at the time when payment is due.

DATED this 25th day of July, 1967.



RECORDED - FILED	CITY COMMERCE CORPORATION
<i>Palmer</i>	
DATE <u>8-2</u> 1967	
TITLE <u>4</u>	Joseph Costa
RECORDED BY <u>Carlson Westin</u>	General Manager
INDEXED BY <u>Palmer</u>	
FILED BY <u>Anchorage</u>	
ANCHORAGE 99501	

STATE OF ALASKA

THIRD JUDICIAL DISTRICT)

ss. RC 192268

THIS IS TO CERTIFY that on this 25th day of July, 1967, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared JOSEPH COSTA, known to me and to me known to be the General Manager and authorized agent of City Commerce Corporation, the corporation named in the above and foregoing instrument, and who acknowledged to me that he executed the same as the free and voluntary act and deed of the said corporation, with full power and authority so to do.

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

[Signature]
Notary Public in and for Alaska
My Commission expires: [Date]

Returns To
City Commerce Corp.
Box 240
Anchorage, Alaska