



# Fidelity Title Agency

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## of Alaska, LLC

**3150 C Street, Suite 220, Anchorage, AK 99503**  
**Phone (907) 277-6601 \* Fax (907) 277-6617**

## PROPERTY PROFILE

It is our pleasure to provide this property profile to assist you in the listing and sale of this property. Please acknowledge the time and effort in its preparation by using **Fidelity Title Agency of Alaska** for the title and escrow services.

**PREPARED FOR: Erik Allen Blakeman**

**APPARENT OWNER OF RECORD: Mekhenzy Goad**

**LEGAL DESCRIPTION: Lot 3, Block 3, Loren Lake Subdivision, Part 2 (Amended),  
Plat No. 83-226**

**PROPERTY ADDRESS: 392 Monte Dr, Soldotna**

**ATTACHMENTS: Deed, Deed of Trust, Covenant, Plat Map**

**NOTES:**

**PREPARED BY: Title Department**

**DATE: March 19, 2025**

*The attached document are not a representation of the condition of title to the property and are provided for informational purposes only. Since a complete title search has not been made, we disclaim all liability for the accuracy or completeness of any furnished information. Under this disclaimed of liability, we will not be liable to you even if we were negligent in providing inaccurate or incomplete information. The recipient and all others reviewing the enclosed information are not authorized to rely upon it for any purpose, including the closing or recordation of any real estate transaction relating to the property.*



# Tax Account | Public Access

PROPERTY TAX ▶ TAX SEARCH ▶ ACCOUNT

\$0.00  
CHECK OUT

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Update Mailing Address

## Account Information

Owner of Record:  
**GOAD MEKHENZY**

PIN:  
**05901116**

Tax Roll:  
**Real Property**

Mailing Address:  
**35925 S JAWLE ST SOLDOTNA AK  
99669-8502**

Property Address:  
**392 MONTE DR SOLDOTNA AK**

TAG:  
**70 - SOLDOTNA CITY**

Last updated: 3/19/2025 11:19:51 AM

### Owners

**GOAD MEKHENZY.**

### Legal Description

**T 5N R 10W SEC 28 Seward Meridian KN 0830226 LOREN LAKE SUB PART 2 AMENDED LOT 3 BLK 3**

## Tax Bills Due

Total Payable: **\$0.00**

Pay Partial:

## Settled Charges

## Payment History

Select the "Tax Year" link to view the **Funds Breakdown** for the entire tax year.

Tax Year	Bill Number	Date Paid	Receipt Number	Amount Paid
<a href="#">2024</a>	2024021757	10/18/24	B25.37302	\$293.90
<a href="#">2023</a>	2023022535	8/18/23	U24.2663	\$279.90
<a href="#">2022</a>	2022022648	11/10/22	U23.8618	\$126.16
<a href="#">2022</a>	2022022648	9/14/22	U23.4162	\$126.16
<a href="#">2021</a>	2021022412	11/12/21	U22.8830	\$107.20
<a href="#">2021</a>	2021022412	9/10/21	U22.4124	\$107.20
<a href="#">2020</a>	2020022849	11/15/20	U21.8118	\$107.20
<a href="#">2020</a>	2020022849	9/14/20	U21.3848	\$107.20
<a href="#">2019</a>	2019022962	11/14/19	U20.9712	\$97.53
<a href="#">2019</a>	2019022962	9/12/19	U20.4433	\$97.53
<a href="#">2018</a>	2018022462	11/14/18	U19.8818	\$97.53

<b>Tax Year</b>	<b>Bill Number</b>	<b>Date Paid</b>	<b>Receipt Number</b>	<b>Amount Paid</b>
2018	2018022462	9/15/18	U19.4234	\$97.53
2017	2017018855	11/14/17	U18.8894	\$92.08
2017	2017018855	9/14/17	U18.4347	\$92.08
2016	2016018246	11/10/16	U17.8482	\$93.53
2016	2016018246	9/15/16	U17.4296	\$93.53
2015	2015023838	11/13/15	U16.9302	\$92.69
2015	2015023838	9/15/15	U16.4848	\$92.69
2014	2014058165	11/14/14	U15.8468	\$92.69
2014	2014058165	9/15/14	U15.3984	\$92.69



AFTER RECORDING RETURN TO:

Mekhenzy Goad  
35925 S. Jawle St.  
Soldotna, AK 99669

## STATUTORY WARRANTY DEED

The Grantor(s): David A. Jewell, a single man, whose address is: 135 S. Leibrock, Soldotna, AK 99669

for and in consideration of the sum of ten dollars (\$10.00), lawful money of the United States, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, CONVEY and WARRANT to:

The Grantee(s): Mekhenzy Goad, a single person, whose address is: 35925 S. Jawle St., Soldotna, AK 99669

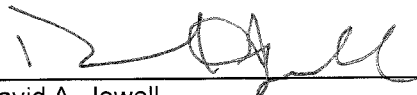
the following described real property, together with all tenements, hereditaments, and appurtenances located in the Kenai Recording District, Third Judicial District, State of Alaska:

Lot Three (3), Block Three (3), LOREN LAKE SUBDIVISION PART 2 (Amended), according to Plat No. 83-226, Kenai Recording District, Third Judicial District, State of Alaska.

FURTHER SUBJECT to reservation and exceptions in U.S. Patent and otherwise of record, real property taxes, if any due, notes on plat, and covenants and restrictions of records.

DATED: August 16, 2023

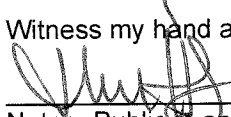
Grantor:

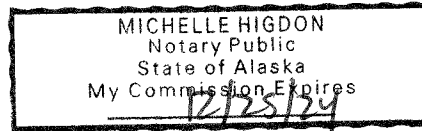
  
David A. Jewell

State of Alaska )  
Third Judicial District ) ss.

On this 16 day of August, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David A. Jewell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public in and for the State of Alaska  
My Commission Expires: 12/25/24





## DEED OF TRUST

---

This Deed of Trust, made this 17 day of August, 2023, between, Mekhenzy Goad, a single person, whose address is 35925 S. Jawle St., Soldotna, AK 99669, herein called TRUSTOR, Stewart Title of Kenai Peninsula, Inc., herein called TRUSTEE, and David A. Jewell, a single man, whose address is 135 S. Leibrock, Soldotna, AK 99669, herein called BENEFICIARIES:

WITNESSETH; that Trustors GRANT, BARGAIN, SELL and CONVEY to TRUSTEE IN TRUST WITH POWER OF SALE, that property described as:

Lot Three (3), Block Three (3), LOREN LAKE SUBDIVISION PART 2 (Amended), according to Plat No. 83-226, Kenai Recording District, Third Judicial District, State of Alaska.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, to have and to hold the same, with the appurtenances, unto Trustee.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING the performance of each agreement of Trustor herein contained and payment of the indebtedness evidenced by one promissory note or deed of trust note of even date herewith, in the principal sum of Thirty Thousand Dollars and No Cents (**\$30,000.00**) payable to Beneficiary or order.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which form the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance with extended coverage, satisfactory to and with loss payable to Beneficiary in an amount not less than the N/A value. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness

secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustees; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4. To pay at least ten days before delinquency, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at Five Point Five Percent (5.50 %) per annum.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. Beneficiary may make or cause to be made reasonable entries upon and inspections of the property, provided that Beneficiary shall give Trustor notice prior to any such inspection, specifying reasonable cause therefore related to Beneficiary's interest in the property.

3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

5. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat therefore; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the



lien or charge hereof.

6. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

7. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder or each recording district wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for such in lawful money of the United States, payable at time of sale. Beneficiary shall have the right to make an offset bid without cash in an amount equal to or up to the balance owed on the obligation at the time of the sale, including any sums expended by Beneficiary and Trustee under the Deed of Trust with interest, attorney's fees, and costs of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, as hereunder defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid with accrued interest at SIX (6%) percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. Trustor shall be liable for and agrees to pay any deficit.

9. Nothing contained herein shall be construed to limit the right of Beneficiary to foreclose this Deed of Trust by judicial action. Beneficiary shall further be entitled to bring an action upon the note secured by this Deed of Trust without attempting to foreclose this Deed of Trust either by judicial action or



by exercise of the power of sale. Specifically, the beneficiary of this deed of trust has the right to sue on the note secured by this deed of trust and obtain a personal judgment against the makers of the note (the trustor under this deed of trust) for satisfaction of the amount due under the note either before or after a judicial foreclosure of the deed of trust under AS 09.45.170 – 09.45.220. Trustor shall be liable for and agree to pay any deficit.

10. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein, or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number include the plural.

11. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

12. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

13. If two or more persons be designated as Trustee herein, any, or all, powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, her heirs and assigns.

14. The maturity date of this Deed of Trust and the Deed of Trust Note which is secured hereby is September 2029 or earlier if Trustors sell or lease with option to buy the subject real property at which time all amounts secured by this Deed of Trust are immediately due and payable in full.

15. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Trustor at the address stated herein or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in the Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein.

16. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

17. This Deed of Trust shall be governed by the laws of Alaska. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

  
Mekhenzy Goad



State of Alaska

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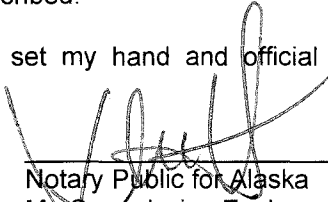
)ss.

Third Judicial District

)

THIS IS TO CERTIFY that on this 17 day of August, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Mekhenzy Goad, known to me and to me known to be the individual described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she signed and sealed the same freely and voluntarily for the uses and purposes therein described.

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

  
\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: 12/25/24

Return to:  
First National Bank Alaska-Escrow Dept.

PO Box 100720  
Anchorage, AK 99510

MICHELLE HIGDON  
Notary Public  
State of Alaska  
My Commission Expires  
12/25/24



PROTECTIVE COVENANTS  
LOREN LAKE SUBDIVISION  
BLOCK ONE AND THREE

BOOK 214 PAGE 695

Located in the S1 NE1 Section 28, T5N, R10W, S.H.  
that portion North of the Sterling Highway and South  
of the Suidotna City limits, Kenai Recording District,  
State of Alaska, Plat number 83-155, recorded 7-29-83.

1. No residential structure shall be permitted which contains less than 1000 square feet of living area on the main floor, exclusive of porches and garages. For two-story residences, there must be at least 900 square feet of living area on the main floor.
2. All outbuildings shall conform to uniform building code and good construction practices. Unsanitary buildings, quonset huts, or stored materials shall not be permitted. The exterior of any improvement must be completed within one year from the date of start of construction.
3. 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 either temporarily or permanently.
4. Every residence must include a garage which can accommodate a minimum of one car, to be completed within two years from the start of construction of the residence.
5. No activities which are noxious or offensive shall be permitted nor shall anything be done which may be unsightly or become an annoyance to the neighborhood. No motorized craft are allowed on the lake.
6. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal shall be kept in a clean and sanitary condition.
7. Vehicles which are inoperative may not be located on the premises for a period of more than one month.
8. No dog kennels shall be allowed, nor may any other livestock or pets be kept for commercial purposes. All dogs shall be restrained when necessary to prevent nuisances, and no more than two dogs may be kept by one family.
9. Clearing on all residential lots shall be selective and not cover more than 50% of the gross lot area, with the remaining area left in its natural state.
10. No residential lot may be reduced in size by resubdivision.
11. No oil or mineral rights are acquired with this land.
12. Lots 1-7, Block One; Lots 1-5 Block Two; and Lots 1-3, Block Three are each responsible for its pro-rated share (1/15) of property taxes for the common recreational area, Tract A, which shall be reflected in the assessed value of each individual lot. All property owners agree to share in maintaining the Tract A. This responsibility shall be carried with the deeds to those specified lots with the intent that this tract shall be restricted to the use of residents of the subdivision. This Tract shall never be sold. No motorized vehicles are allowed in this Tract.

- 13. Lots which are zoned for commercial use must comply with current zoning restrictions.
- 14. Commercial structures cannot be over 1-1/2 story high.

These covenants and general provisions are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of two-thirds (67%) of the lots has been recorded agreeing to change the covenants and/or general provisions in all or in part.

Enforcement shall be by process of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and such actions may be brought by the owners of record of any lot in the subdivision.

The invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated this 29<sup>th</sup> day of July, 1983.

Alton J. Heath  
Alton J. Heath

Twila N. Heath  
Twila N. Heath

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } 55

THIS IS TO CERTIFY that on this 29<sup>th</sup> day of July, 1983, before me, and to me sworn, the undersigned Notary Public in and for the State of Alaska, personally came Alton J. Heath and Twila N. Heath, known to me and to me known to be the individuals who executed the foregoing instrument and acknowledged to me that the foregoing instrument was executed by them freely and voluntarily, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 29<sup>th</sup> day of July, 1983.

0370.0.8 31.3  
1100

Harold L. ...  
Notary Public, State of Alaska  
My commission expires: Aug 1 10 53 AM '83

REC'D  
Aug 1 10 53 AM '83  
REVUCS. ER 21 Baluga Realty  
ADDRESS Box 3475  
Sal 99669

AMENDMENT  
PROTECTIVE COVENANTS

LOREN LAKE SUBDIVISION  
BLOCK ONE AND THREE

Located in the S½ NE¼ Section 28, T5N, R10W, S.M. that portion North of the Scerling Highway and South of the Soldotna City limits, Kenai Recording District, State of Alaska, Plat number A3-155, recorded July 29, 1983.

These covenants are to be amended by the addition of the following:

- 15. All lots are restricted to one single-family dwelling with the exception of Lot 6, Block 3, which may be used for a multiple-family structure.

This amendment in no way affects any of the other provisions of the original recorded covenants, which remain in full force and effect.

This amendment is signed by the original owners, who still retain ownership of two-thirds of the lots as specified in the covenants recorded August 1, 1983.

Dated this 2nd day of August, 1983.

Alton J. Heath  
Alton J. Heath

Twila N. Heath  
Twila N. Heath

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss

This is to certify that on this 2nd day of August, 1983, before me, the undersigned Notary Public in and for Alaska, personally appeared Alton J. Heath and Twila N. Heath, husband and wife, known to me and to me known to be the individual who executed the foregoing instrument, freely and voluntarily, for the uses and purposes therein set forth.

James H. [Signature]  
Notary Public, State of Alaska  
My commission expires 3/28/85

83-0-8518  
80J

RECORDED  
KENAI DISTRICT

AUG 3 9 52 AM '83

REQUESTED BY

ADDRESS

Deluga Realty  
Box 283  
SD 99669

AMENDMENT  
PROTECTIVE COVENANTS

LOREN LAKE SUBDIVISION  
BLOCK ONE AND THREE

According to the Plat number U3-155  
recorded July 21, 1983

The amendment dated August 2, 1983, recorded in Book 215,  
Page 65, is substituted with the following:

- 15. All lots, except those which are zoned commercial, are restricted to single-family use only, with the exception of Lot 10, Block 3, which may be used for a multiple-family structure.

This amendment in no way affects any of the other provisions of the original recorded covenants, which remain in full force and effect.

This amendment is signed by the original owners, who still retain ownership of two-thirds of the lots as specified in the covenants recorded August 1, 1983.

Dated this 1st day of September, 1983.

Alton J. Heath  
Alton J. Heath

Twila N. Heath  
Twila N. Heath

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss.

This is to certify that on this 1st day of September 1983, before me, the undersigned Notary Public in and for Alaska, personally appeared Alton J. Heath and Twila N. Heath, husband and wife, known to me and to me known to be the individual who executed the foregoing instrument, freely and voluntarily, for the uses and purposes therein set forth.

008883  
800

Carroll  
Notary Public, State of Alaska  
My commission expires 3-27-84

SEP 2 10 56 AM 1983  
RECORDED BY Debra Realty  
ADDRESS Box 643  
Box 94669  
233711

AMENDMENT  
PROTECTIVE COVENANTS

0263-204

LOREN LAKE SUBDIVISION  
BLOCK ONE AND THREE

Located in the S4 NE4 Section 28, T5N, R10W, S.H. that portion North of the Sterling Highway and South of the Soldotna City Limits, Kenai Recreling District, State of Alaska, Plat Number 83-154. recorded July 29, 1983.

These covenants are amended by the deletion of the following:

Amendment Number 15 as recorded in Book 215, Page 43 and Book 217, Page 497, on August 3, 1983 and September 2, 1983, is eliminated in its entirety. All lots not zoned as commercial are restricted to single family residential only.

This amendment in no way affects any of the other provisions of the original recorded covenants, which remain in full force and effect.

This amendment is signed by two-thirds of the owners of the lots as specified in the covenants recorded August 1, 1983.

Dated this 10th day of June, 1985.

<u><i>Isabella G. Grossi</i></u>	<u><i>Alton J. Heath</i></u>
	Alton J. Heath
<u><i>Ronald J. Grossi by Isabella G. Grossi, Attorney in Fact</i></u>	<u><i>Twila N. Heath</i></u>
	Twila N. Heath
<u><i>Isabella G. Grossi</i></u>	<u><i>Kristin Lambert</i></u>
Isabella G. Grossi	Kristin Lambert

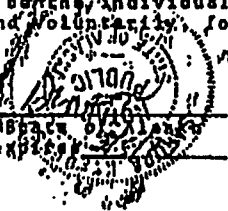
STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT        )

This is to certify that on this 10th day of June, 1985, before me, the undersigned Notary Public in and for Alaska, personally appeared Isabella G. Grossi, Alton J. Heath, Twila N. Heath, and Kristin Lambert, known to me and to me known to be the individuals who executed the foregoing instrument, freely and voluntarily, for the uses and purposes therein set forth.

85-6096

RECORDED - FILED 8-
Beal, Inc. Dist.
DATE <u>Jun 12 1985</u>
TIME <u>10:25</u> AM
BY <u>Kristin Lambert</u>
NOTARY <u>801 3415</u>
<u>Soldotna</u>

*Andine K. Alton*  
Notary Public, State of Alaska  
My commission expires \_\_\_\_\_



2004-004020-0

Recording Dist: 302 - Kenai  
4/29/2004 10:48 AM Pages: 1 of 8

A  
L  
A  
S  
K  
A



EXHIBIT E

AMENDED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
LOREN LAKE SUBDIVISION  
BLOCKS ONE, TWO AND THREE

Located in the S ½ NE ¼ Section 28, T5N, R10W, S.M. that portion North of the Sterling Highway and South of the Soldotna City limits, Kenai Recording District, State of Alaska, Plat number 83-16 recorded February 10, 1983, and 83-155, recorded July 29, 1983. This amends the documents in book 203, pages 827-828, and also in book 214, pages 695+696, as well as the above noted plats.  
The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

These covenants are to be amended by the addition of the following:

16. Lots 1-7, Block One; Lots 1-5 Block Two; and Lots 1-3 Block Three are each responsible for its pro-rated share of the taxes and cost of maintenance of Tract A1. This amendment provides for the authority to establish a property owners association including the above mentioned 15 lot owners. The above mentioned owners may opt out of their portion of the expenses of Tract A1 by surrendering their right to access. In the event an owner opts out, the costs associated with Tract A1 will be divided evenly among the remaining lots that retain access to Tract A1.

This amendment supersedes Covenant 12 of the Protective Covenants Loren Lake Subdivision Block One and Three,

And

Covenant 12 of the Protective Covenants Loren Lake Subdivision Block Two.

This amendment in no way affects any of the other provisions of the original recorded covenants, which remain in full force and effect.

This amendment is signed by two-thirds of the owners of the lots as specified in the covenants recorded August 1, 1983.

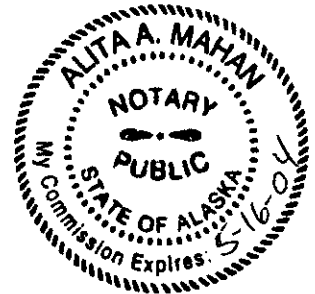
John Castenholz  
John Castenholz

Pamela M. Castenholz  
Pamela Castenholz

STATE OF ALASKA            }  
  } ss  
THIRD JUDICIAL DISTRICT }

This is to certify that on this 28 day of April, 2004, before me, the undersigned Notary Public in and for Alaska, personally appeared John Castenholz and Pamela Castenholz, known to me and to me known to be the individuals who executed the foregoing instrument, freely and voluntarily, for the uses and purposes therein set forth.

Alita A. Mahan  
Notary Public, State of Alaska  
My commission expires 5-16-04



Return to:

John + Pamela Castenholz  
221 Banner Lane  
Soldotna, AK 99669



2 of 8

2004-004020-0

*David Isaak*

David Isaak

*Sharon Isaak*

Sharon Isaak

STATE OF ALASKA }

SS

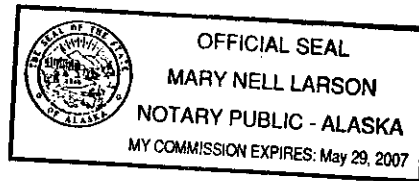
THIRD JUDICIAL DISTRICT }

This is to certify that on this 28<sup>th</sup> day of April, 2004, before me, the undersigned Notary Public in and for Alaska, personally appeared David Isaak and Sharon Isaak, known to me and to me known to be the individuals who executed the foregoing instrument, freely and voluntarily, for the uses and purposes therein set forth.

*Mary Nell Larson*

Notary Public, State of Alaska

My commission expires 5-29-07



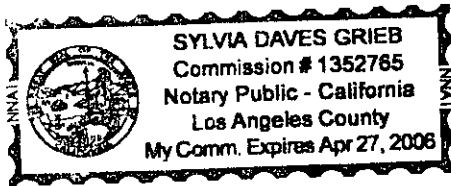
3 of 8

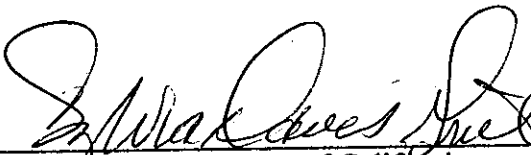
2004-004020-0





This is to certify that on this 31 day of March, 2003, before me, the undersigned Notary Public in and for the County of Los Angeles, in the State of California, personally appeared Bill J. Castenholz and Jeanette Castenholz, known to me and to me known to be the individuals who executed the foregoing instrument, freely and voluntarily, for the uses and purposes therein set forth.



  
Notary Public, State of California  
My commission expires 4-27-06



QUITCLAIM DEED

The Grantor: Mr. James Isaak & Mrs. Sheila Isaak, owners of the following lot:  
Lot 3, Block Two, Part One of Loren Lake Subdivision

Whether one or more, in consideration of one dollar (\$1.00), and other good and valuable consideration, in hand paid, conveys and quitclaims to:

~~John & Pamela Castenholz, owners of the following lot,  
Tract A (to be renamed Tract A1), Block Three, Part Two of Loren Lake Subdivision~~  
OR  
Any future owner of Tract A (to be renamed Track A1)

Grantee, whether one or more, all interest which the Grantor has, if any, in the following real property:  
Tract A (to be renamed Tract A1), Block Three, Part Two of Loren Lake Subdivision

The Grantor gives up any right to access of Tract A (A1).  
The Grantor is no longer responsible for the cost of maintenance or taxes due for Tract A (A1).

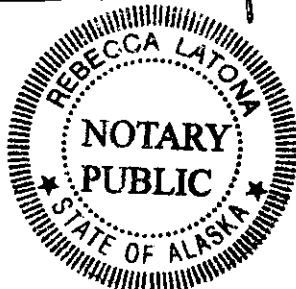
Situate in the Kenai Recording District of the 3<sup>rd</sup> Judicial District of the State of Alaska.

Mr. James Isaak  
Mr. James Isaak  
Grantor

Mrs. Sheila Isaak  
Mrs. Sheila Isaak  
Grantor

STATE OF ALASKA  
3<sup>rd</sup> JUDICIAL DISTRICT

I CERTIFY that Mr. James Isaak & Mrs. Sheila Isaak did appear before me and sign the above Quitclaim Deed freely and voluntarily for the state purposes and reasons set forth therein on this 23<sup>rd</sup> day of April, 2004.



Rebecca Latona  
Notary Public in the State of Alaska  
My Commission Expires 05/19/07



7 of 8  
2004-004020-0

QUITCLAIM DEED

The Grantor: Mr. William Allen & Mrs. Coral Allen, owners of the following lot:  
Lot 1, Block Three, Part Two of Loren Lake Subdivision

Whether one or more, in consideration of one dollar (\$1.00), and other good and valuable consideration, in hand paid, conveys and quitclaims to:

John & Pamela Castenholz, owners of the following lot,  
Tract A (to be renamed Tract A1), Block Three, Part Two of Loren Lake Subdivision  
OR  
Any future owner of Tract A (to be renamed Track A1)

Grantee, whether one or more, all interest which the Grantor has, if any, in the following real property:

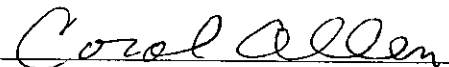
Tract A (to be renamed Tract A1), Block Three, Part Two of Loren Lake Subdivision

The Grantor gives up any right to access of Tract A (A1).  
The Grantor is no longer responsible for the cost of maintenance or tax's due for Tract A (A1).

Situate in the Kenai Recording District of the 3<sup>rd</sup> Judicial District of the State of Alaska.



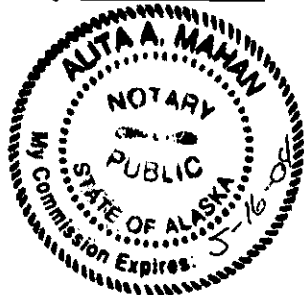
Mr. William Allen  
Grantor



Mrs. Coral Allen  
Grantor

STATE OF ALASKA  
3<sup>rd</sup> JUDICIAL DISTRICT

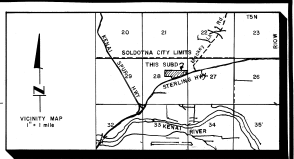
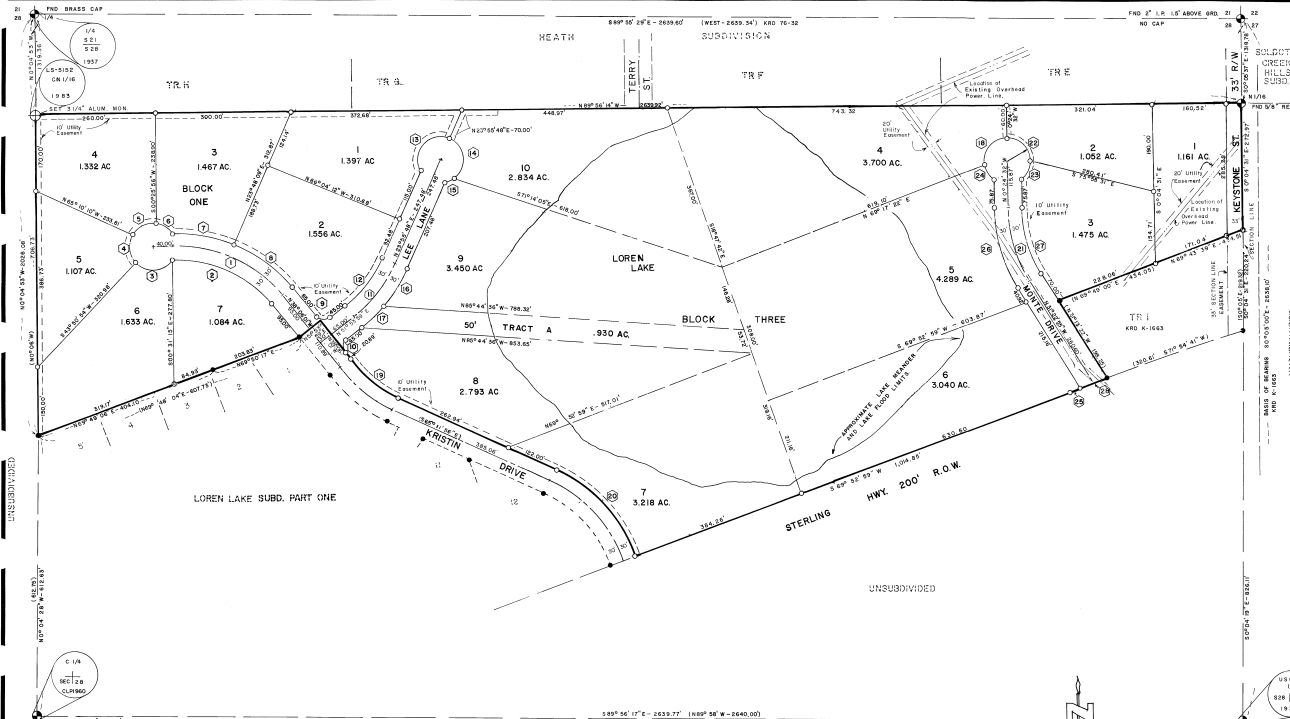
I CERTIFY that Mr. William Allen & Mrs. Coral Allen did appear before me and sign the above Quitclaim Deed freely and voluntarily for the state purposes and reasons set forth therein on this 10<sup>th</sup> day of March, 2004.



Notary Public in the State of Alaska  
My Commission Expires 5-16-04



8 of 8  
2004-004020-0



**CERTIFICATE OF OWNERSHIP and DEDICATION**

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN & DESCRIBED HEREON & THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION & DEDICATE ALL RIGHTS-OF-WAYS & PUBLIC AREAS TO PUBLIC USE & GRANT ALL EASEMENTS TO THE USE SHOWN.

*John N. Heath*  
 JOHN N. HEATH & TWILIA N. HEATH  
 SOLDOTNA, ALASKA 99669

**NOTARY'S ACKNOWLEDGMENT**

SUBSCRIBED AND SWORN BEFORE ME THIS 22<sup>ND</sup> DAY OF July 1983 FOR John N. Heath & Twilia N. Heath

*Clifford E. Barker*  
 CLIFFORD E. BARKER, Notary Public for Alaska  
 My Commission Expires 2/24/86

**PLAT APPROVAL**

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGHS PLANNING COMMISSION AT THE MEETING OF June 15, 1983

KENAI PENINSULA BOROUGHS  
*Clifford E. Barker*  
 AUTHORIZED OFFICIAL

THE FOLLOWING AMENDMENT HAS BEEN MADE

1) The bearing between lots 3 & 4, block 1 has been changed from S 0° 25' 56" W to S 0° 25' 56" W.

The above revision constitutes the site change made to the plat, aside from its notation thereon. The above revision does not alter lot areas and does not affect or influence any change of ownership, easement, rights of way or any other item which would adversely affect this or adjacent properties. We therefore are submitting this plat for recording as corrected.

*Clifford E. Barker*  
 Clifford E. Barker, Notary Public for Alaska  
 Registration No. LS-5152

CLIFFORD E. BARKER, Notary Public for Alaska  
 REGISTRATION NO. LS-5152

83-155  
 7-22-83  
 10-13-83  
 2-18-83  
 Dowling-Rice Associates

CURVE DATA				CURVE DATA									
Δ	RAD.	ARC LENGTH	TAN	Δ	RAD.	ARC LENGTH	TAN						
1	50° 29' 14"	300.00	274.47	147.69	265.00	N64°18' 31" W	15	25° 00' 00"	50.00	31.82	11.08	21.64	N64° 35' 30" E
2	50° 29' 14"	370.00	247.03	133.20	238.50	N66°18' 04" W	16	16° 25' 31"	330.00	98.80	47.63	94.86	N50° 00' 34" E
3	97° 29' 58"	50.00	85.08	57.01	75.18	S80° 05' 55" W	17	11° 32' 39"	330.00	66.49	33.38	66.38	N46° 01' 40" E
4	70° 58' 56"	50.00	61.94	35.85	58.58	N10° 35' 58" W	18	10° 16' 56"	50.00	36.30	71.81	82.07	N34° 48' 25" E
5	65° 36' 06"	50.00	57.25	32.22	54.17	N57° 31' 55" E	19	30° 59' 04"	270.00	127.18	64.78	125.99	N51° 55' 55" W
6	50° 10' 37"	50.00	45.53	24.49	43.98	S60° 29' 40" E	20	44° 55' 59"	330.00	228.76	136.45	250.19	S40° 44' 54" E
7	29° 19' 24"	330.00	140.50	71.17	139.04	S78° 21' 53" E	21	30° 58' 57"	300.00	182.18	83.12	160.23	N50° 53' 55" W
8	28° 06' 50"	330.00	161.87	82.58	160.21	S52° 08' 58" E	22	104° 29' 01"	50.00	91.18	64.56	79.06	N38° 01' 01" W
9	90° 00' 00"	70.00	31.42	20.00	28.28	S68° 05' 00" E	23	18° 58' 47"	50.00	33.72	17.55	33.05	S52° 23' 53" W
10	90° 00' 00"	20.00	31.42	20.00	28.28	N06° 53' 59" E	24	32° 49' 43"	50.00	28.80	14.73	28.26	S17° 01' 25" W
11	27° 58' 11"	300.00	146.40	74.21	145.00	N37° 54' 54" E	25	1° 11' 54"	5829.00	20.18	10.09	20.18	S89° 58' 07" W
12	2° 58' 11"	270.00	131.80	67.24	130.50	N37° 54' 54" E	26	30° 58' 23"	330.00	178.39	91.45	176.25	S19° 58' 44" E
13	145° 07' 49"	50.00	124.91	150.00	94.87	N49° 21' 54" E	27	30° 58' 23"	270.00	145.96	76.81	144.19	S 0° 55' 45" E
14	145° 07' 49"	50.00	124.91	150.00	94.87	S70° 02' 18" E	28	70° 58' 23"	3829.00	61.27	30.61	61.27	S 70° 02' 07" W

**LEGEND**

⊕ MONUMENT (Found this survey)

⊙ MONUMENT (Set this survey)

● 1/2" REBAR (Found this survey)

○ 5/8" x 30" REBAR (Set this survey)

1 RECORD DATUM K.K.D. 93-14

**NOTES:**

1) MAINTENANCE OF TRACT A IS THE RESPONSIBILITY OF LOT OWNERS WITHIN THIS SUBDIVISION.

2) ALL WASTEWATER DISPOSAL SYSTEMS SHALL COMPLY WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION.

3) ACCESS TO LOTS FROM STERLING HWY. PROHIBITED.

4) A 20' EASEMENT ALONG ALL STREET R.O.W. EXISTS FOR UTILITIES, UNLESS OTHERWISE SHOWN.

83-226  
 10-13-83  
 2-18-83  
 Dowling-Rice Associates

**AMENDED LOREN LAKE SUBDIVISION PART TWO**

PORTION WITHIN 1/2 NE 1/4, SEC 28, T5N, R10W S.M., AK, NORTH OF STERLING HWY. PATENT RECORDED, BOOK 19, PAGE 80 KENAI REC. DIST.

CONTAINING 12 LOTS AND 12 LOTS

DOWLING-RICE AND ASSOCIATES  
 P.O. BOX 1974 SELDOTNA, ALASKA 99669  
 ENGINEER REG. 262-2011 SURVEYOR REG. 262-2011

DATE PLATED: 7-23 DATE OF SURVEY: 6-13  
 SHEET: 1 OF 1

Kenai 83-226

**DOWLING & ASSOCIATES**

Anchorage Office: 804 E. 15th Avenue, Suite 2, Anchorage, Alaska 99501 (907) 276-1371

**DOWLING - RICE & ASSOCIATES**

Kenai Office: P.O. Box 1974, Soldotna, Alaska 99669 (907) 262-9011

**LOREN LAKE SUBDIVISION - PART TWO**

**AFFIDAVIT**

The above referenced subdivision plat as filed in the office of the district recorder, Kenai Recording District, under Plat File No. 83-155, has been amended as follows:

83-011817  
1000

RECORDED FILED  
KENAI REC.  
DISTRICT

OCT 13 2 48 PM '83

REQUESTED BY Dowling-Rice Assoc.

ADDRESS \_\_\_\_\_

The following note was added:

- 1) The bearing between Lots 3 & 4, Block 1 has been changed from S 0° 25' 56" to S 0° 25' 56" W.

The above revision constitutes the sole change made to the plat, aside from it's notation thereon.

The above revision does not alter lot areas and does not affect or influence any change of ownership, drainage features, rights of way or any other item which would adversely affect this or adjacent properties. We therefore are submitting this plat for refileing as corrected.

Date: October 13, 1983

*Cliff E Baker*

Clifford E Baker  
Registered Land Surveyor

