

stewart title

Property Profile Report

06/21/2026

Lot 2, Twin Peaks Drive, Chugiak, AK 99567

Purported owner of Record: Kelly Patrick and Todd
Schroeder

Prepared by:

Erin Hodgson
Stewart Title of Fairbanks
714 Gaffney Rd
Fairbanks, AK 99701
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Prepared for:

The Kristan Cole Team

Report Provided by:

Stewart Title of Fairbanks
714 Gaffney Rd
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☒ Tax Report	☒ Plat Map
☐ BEES Certificate	☒ No As-Built
☐ Summary of Bldg Insp	☐ As-Built Attached
☒ Vesting Deed	☐ As-Built Requested/Will forward if rcvd
☐ Deed of Trust	☐ Other
☒ CC&R's	☐ Notice of Default

Disclaimer

This property report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warranties of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this property report without a title insurance policy.

The information contained in this property report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.

PARID: 05712108000
 PATRICK KELLY 50% &

N/A

LUC: 100
 TAX YEAR: 2026

Property Information

Appeal Filing Deadline: 2/11/2026
Late Appeal Request Deadline: 03/13/2026

Property Location:
 Class: R - Residential
 Use Code (LUC): 100 - Residential Vacant Land
 Condo/Unit #:
 Tax District: 30
 Zoning: CER10SL
 Plat #: 150041
 HRA #: 000000
 Grid #: NE1413
 Deeded Acres:
 Square Feet: 354,056
 Legal Description: CRANBERRY RIDGE
 LT 2

 Economic Link: No

[Show Parcel on Map](#)

Owner

Owner PATRICK KELLY 50% &
 Co-Owner SCHROEDER TODD 50%
 Care Of
 Address 6075 S ECHO LAKE DR
 City / State / Zip WASILLA, AK 99623 0000
 Deed Book/Page 057/12

Tax Information

Parcel	Roll Type	Tax Year	Cycle	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
05712108000	RP	2026	1		1,168.23			.00	.00	1,168.23	.00	.00	.00	1,168.23	06/30/2026
05712108000	RP	2026	2		1,168.23			.00	.00	1,168.23	.00	.00	.00	1,168.23	08/31/2026
05712108000	RP	2025	1		1,153.51			.00	-1,153.51	.00	.00	.00	.00	.00	06/30/2025
05712108000	RP	2025	2		1,153.50			.00	-1,153.50	.00	.00	.00	.00	.00	08/31/2025
05712108000	RP	2024	1		1,131.76			.00	-1,131.76	.00	.00	.00	.00	.00	06/30/2024
05712108000	RP	2024	2		1,131.76			.00	-1,131.76	.00	.00	.00	.00	.00	08/31/2024
05712108000	RP	2023	1		1,154.06			.00	-1,154.06	.00	.00	.00	.00	.00	06/30/2023
05712108000	RP	2023	2		1,154.05			.00	-1,154.05	.00	.00	.00	.00	.00	08/31/2023
05712108000	RP	2022	1		1,163.96			.00	-1,163.96	.00	.00	.00	.00	.00	07/31/2022
05712108000	RP	2022	2		1,163.96			.00	-1,163.96	.00	.00	.00	.00	.00	09/30/2022
05712108000	RP	2021	1		2,486.40			.60	-2,487.00	.00	.00	.00	.00	.00	06/15/2021
05712108000	RP	2020	1		2,364.23			.00	-2,364.23	.00	.00	.00	.00	.00	07/15/2020
05712108000	RP	2019	1		2,268.47			.00	-2,268.47	.00	.00	.00	.00	.00	06/15/2019
05712108000	RP	2018	1		1,950.76			.00	-1,950.76	.00	.00	.00	.00	.00	06/15/2018
05712108000	RP	2017	1		1,916.54			.00	-1,916.54	.00	.00	.00	.00	.00	06/15/2017
05712108000	RP	2016	1		1,783.92			.00	-1,783.92	.00	.00	.00	.00	.00	06/15/2016

[Make a Payment](#)

Assessed Value

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2026	RP	100	R	173,200	0	173,200

Taxable Value

Net Taxable Value	173,200
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Land Summary

Land Line #	Zoning	Size (Square Feet)	NBHD
1	CER10SL	354,056	19H00

Land Characteristics

Line #	
1	VIEW 4 - Excellent
2	TOPO 3 - Hillside
3	ACCESS 5 - Average
4	PAVING 2 - Dirt/Gravel
5	CORNER 4 - None
6	SEWER 1 - None
7	ENCROACH 4 - None
8	SETBACK 1 - None
9	WATER 1 - None
10	RESTRICT 4 - None
11	MAIN 4 - None
12	MISC 1 - Minor
13	WETLANDS 4 - None
14	SHAPE 4 - Typical
15	LOCATION 3 - Average
16	SIZE 3 -
17	SOILS 4 - Average

Entrances

Visit Date:	Measure Date:	Entrance Source:
16-JUN-2015		0-Land Characteristics Inspection

Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Improvements	Total Appraised
2026	RP	100	R	173,200	0	173,200
2025	RP	100	R	173,200	0	173,200
2024	RP	100	R	165,100	0	165,100
2023	RP	100	R	165,100	0	165,100
2022	RP	100	R	165,100		165,100
2021	RP	100	R	165,100		165,100
2020	RP	100	R	165,100		165,100
2019	RP	100	R	165,100		165,100
2018	RP	100	R	142,600		142,600
2017	RP	100	R	142,600		142,600



Record in the Anchorage Recording District
Return to Kelly Patrick & Todd Schroeder
3260 West Grand Bay Drive
Wasilla, AK 99654

WARRANTY DEED

M1153344

The Grantor, STEVEN P. REMME and CHERYL T. REMME, husband and wife, whose address is P.O. Box 671094, Chugiak, AK 99567, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, KELLY PATRICK, an unmarried person, and TODD SCHROEDER, an unmarried person, whose address is 3260 West Grand Bay Drive, Wasilla, AK 99654, each as to an undivided one-half interest, as TENANTS IN COMMON, and to the heirs and assigns of the Grantee, the following described real property:

Lot Two (2), CRANBERRY RIDGE SUBDIVISION, according to the official plat thereof, filed under Plat No. 2015-41, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT TO ALL reservations, easements, exceptions, restrictions, covenants, conditions, plat notes, by-laws and rights-of-way of record, if any.

SUBJECT TO taxes and/or assessments due the Municipality of Anchorage for the year 2021, a lien but levy therefore has not been made.

SUBJECT TO right of access to said premises; no notice is found in the public records of any dedicated or improved roadways abutting subject property; legal access to the herein described property is by a permit from the United States of America under Case No. AA-76880 and is not a permanent permit/easement.

SUBJECT TO the terms, conditions, provisions and future liens of the Uniform Common Interest Ownership Act, and/or the Horizontal Property Regimes Act, and any amendments thereto, of the State of Alaska (Chapter 34.08 and Chapter 34.07 AS) and future dues and/or assessments to the Cranberry Ridge Subdivision Homeowner's Association.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the premises, all and singular, together with the appurtenances and privileges thereto incident unto said Grantee, and to the heirs, executors, administrators and assigns of the Grantee, FOREVER.

DATED 3-30-21.

GRANTOR:

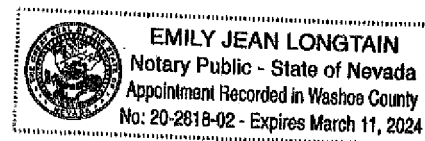
Steven P. Remme
STEVEN P. REMME

Cheryl T. Remme
CHERYL T. REMME

STATE OF NEVADA)
) ss:
COUNTY OF Washoe)

The foregoing instrument was acknowledged before me on 30 March 2021,
by STEVEN P. REMME and CHERYL T. REMME.

Emily Jean Longtain
Notary Public in and for Nevada
My Commission expires: 11 March 2024





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▼ twin peaks

Search result

PATRICK KELLY 50% & SCHROEDER TODD 50%

Zoom to

GIS_ParcelNum11Formatted	057-121-08-000
Appraisal_Year	2026
Parcel_ID	05712108000 View
LINK TO MOA APPRAISAL	
Property_Type	Commercial
Class	Residential
Land_Use	Residential Vacant Land
Owner_Name	PATRICK KELLY 50% & SCHROEDER TODD 50%
Legal_Description	CRANBERRY RIDGE LT 2
Parcel_Address	
Condo_Unit_Number	
Total_Living_Units	0
Lot_Size	354,056
Zoning_District	CER10SL
Grid_Map	NE1413

500 ft



F-63508 DJ
After recording return to
Steven P. Remme
P.O. Box 671094
Chugiak, AK 99567

FTAA**DO NOT DETACH**

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT
BY:

FIDELITY TITLE AGENCY OF ALASKA

TO PROVIDE SPACE FOR RECORDING DATA.

THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE
DOCUMENT IN THE OFFICIAL PUBLIC RECORDS.

Cranberry Ridge

Protective Covenants, Conditions, and Restrictions For Cranberry Ridge Subdivision

PART A. PREAMBLE

KNOW ALL PERSONS BY THESE DISCLOSURES:

THAT WHEREAS, the undersigned are the sole owners of properties comprising the Cranberry Ridge Subdivision (the subdivision); and

WHEREAS, the undersigned wish to assure the development of the subdivision in a quality manner for the benefit of the future property owners; and

WHEREAS, the undersigned wish to protect the property values in the subdivision; and

THEREFORE, the undersigned hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions and provisions regarding the use and/or improvements of the property located in:

65.041
Lots 1 through 10 – Containing ~~65.0~~ Acres
A Subdivision of, SE ¼, SE ¼ and
S ½, NW ¼, NE ¼, SE ¼ AND S 1/2, NE ¼, SE ¼, of Section 6,
T15N, R2E, S.M., Alaska
Located within the S.E. ¼, Section 6,
T15N, R2E, Seward Meridian, Alaska
Anchorage Recording District, State of Alaska
Herein called “the subdivision”.

Plat 2015-41

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED AREA: The provisions in part B-F in their entirety shall apply to all lots in the subdivision as specifically identified below. “Lot” shall mean and refer to any of the numbered plots, lots, or tracts of land shown upon any recorded plat or subdivision map of the subdivision.

B-2. WATER SUPPLY: No person may have an individual water supply system on any lot unless the system is located, constructed, and equipped in accordance with the requirements and standards of applicable provisions of Alaska law, and recommendations of the Alaska Department of Environmental Conservation (ADEC), or such other regulations as may be promulgated by the state or local authority. Each residence shall have its own water supply



system located on the lot to be served thereby. Approval of such a system as installed shall be the responsibility of the individual owner.

B-3. SANITARY WASTE DISPOSAL: No person may have an individual sanitary waste disposal system on any lot unless the system is field verified to be in conformity, and constructed and equipped in accordance with the requirements and standards of applicable provisions of Alaska law, and recommendations of ADEC, or such other regulations as may be by the state or local authority. Each residence shall have its own sanitary waste disposal system located on the lot to be served thereby. Approval of such a system as installed shall be the responsibility of the individual owner. In such case the homeowner's association may approve a change. Any change must be approved in writing prior to construction. No outhouses shall be permitted.

PART C. RESIDENTIAL AREA COVENANTS:

C-1. SINGLE FAMILY RESIDENTIAL PURPOSES: No person may start construction activity until and unless plans for the proposed construction are approved by the homeowner's association. Approval by the association will include consideration of the requirements and limitations set forth in these covenants.

Plans for any and all construction must be presented to the homeowner's association. The association shall approve or disapprove any plans within 30 days of submission of building plans to the association. The plans shall be reviewed for compliance with these covenants. The decision of the homeowner's association is final. Any disapproval of a plan shall be in writing. The association is empowered to waive specific requirements if, in its opinion, such waiver does not compromise the general quality of the subdivision, provided, however such waiver shall not be effective unless made in writing.

No lot shall be used except for single-family residential purposes. "Family" means one or more persons occupying a premises and living as a single housekeeping unit, as distinguished from a group occupying a rooming house, club, fraternity house or hotel. No building or structure may be used for a group home or as a multi-resident facility. No building shall be erected, placed, or altered or permitted to remain on any lot other than one single-family dwelling; except for a utility shed, barn, shop, and other outbuilding construction that complies with the "outbuilding" covenant set forth below may be permitted. A single mother-in-law unit, attached or unattached in compliance with MOA regulations and not exceeding 1,000 S. Ft. is allowed. Temporary or surplus buildings may not be placed on any lot for any purpose. No uses of a commercial or retail purpose of any kind, with the exception of a bed and breakfast, with no more than two (2) rentable rooms, are permitted; and home offices that are quietly performed and do not have a significant customer or client traffic that would violate these covenants. Significant customer or client traffic means, any traffic in excess of ten (10) vehicles per day.

C-2. OUTBUILDINGS: No person may construct any shed, barn, shop, greenhouse, storage shed, sauna or steam bath facility or any other outbuilding without compliance with the terms of



this covenant. In addition, no outbuilding may exceed the maximum useable floor area set by the Anchorage Municipal Code¹.

Plans for any outbuilding must be presented to the homeowner's association before construction of the outbuilding. Consent to the construction of such outbuildings by the association will be based upon the plans submitted which shall include (a) a site plan showing existing and proposed topography, site improvements, including septic and well facilities, and property lines; (b) building or structure plans including exterior elevations; (c) a schedule showing the type, color, and texture of all materials visible from the property line and adjoining residences, and (d) all buffers or barriers to be added to mitigate the effects of the outbuilding upon adjacent lots. The homeowner's association shall be entitled to retain plans submitted to the association. The association shall approve or disapprove any plans within 30 days of submission of building plans to the association. The plans shall be reviewed for compliance with these covenants and with regard to (a) quality of materials and workmanship, (b) harmony of external design with existing structures, (c) location with respect to topography and (d) to assure that the building will be compatible with the scenic character of the subdivision and mitigation of effect upon adjacent lots. Design, color, and materials should enhance the scenic setting of the subdivision and should not unduly or unnecessarily affect the view of other properties in the subdivision. The decision of the homeowner's association is final. Any disapproval of a plan shall be in writing. The association is empowered to waive specific requirements if, in its opinion, such waiver does not compromise the general quality of the subdivision; provided, however such waiver shall not be effective unless made in writing. Upon approval of the plans by the association, the outbuilding may be constructed, but only in strict compliance with the plans and design approved by the homeowner's association.

C-3. MOBILE HOMES: No mobile homes, motor homes, modular homes, homes prefabricated off site, or travel trailers shall be utilized for residential purposes within the subdivision.

C-4. DWELLING QUALITY AND SIZE: The minimum gross area of the dwelling in square feet, exclusive of open porches and garages, shall be within the Anchorage Municipal Code requirements. Construction of all housing shall be at least equal to the then-existing FHA minimum building standards. No building shall exceed thirty (30') feet in height from the foundation level. Plans for proposed construction must be approved by the homeowner's association before the start of construction.

C-5. CONSTRUCTION COMPLETION REQUIREMENTS: All main dwellings must have a finished exterior within nine (9) months from breaking ground and be fully completed within eighteen (18) months from ground breaking. All siding shall be of finished quality and shall be



painted or stained wood, prefinished metal or vinyl. All permitted outbuildings must be completed in six (6) months from start of construction. **See attached copy of Municipal Code.**

C-6. BUILDING LOCATION. No building or portion of a building shall be located on any lot nearer to the front line than twenty-five (25) feet or nearer to the side street line than twenty-five (25) feet. No building shall be located nearer than twenty-five (25) feet to any interior lot sideline. No building or other structure shall be located nearer than twenty-five (25) feet to any rear lot line. If state or municipal law set back requirements are more strict, then to that extent, the state or municipal requirements shall apply.

C-7. FENCES. Fences of any kind shall be installed in compliance with any MOA statute or ordinance or as may be hereafter enacted or amended. Additionally, no fence of any kind may be installed unless it meets the following criteria: All fences must be built in a professional manner and properly maintained. No fence shall be more than eight (8) feet tall. No fence used to enclose allowed livestock shall be closer than twenty-five (25) feet to a property line. No fence or wall shall be erected unless plans are approved in writing by the homeowner's association. The same standards and procedures, set forth above in paragraph C-2, above, of outbuildings, shall apply to permit and authorize the construction of a fence.

C-8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the property is located. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may unduly impede or change the directions of the flow of 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 those improvements for which a public authority or utility company is responsible.

C-9. NUISANCES. No person shall carry on or allow any noxious, unsightly, illegal, or offensive activity on his or her lot. No person shall do or allow anything on his or her lot which may be or may become an annoyance or nuisance to the neighborhood, including, but not limited to, barking dogs.

C-10. ANIMALS. No animals are allowed on any lot except in accordance with Anchorage Municipal Code.

C-11. GARBAGE DISPOSAL. Garbage shall be kept inside a building until the day of garbage pickup. Containers, which shall be bear proof dumpsters, can then be set on the side of the lot in a convenient location for the garbage service to pick up. No burning of trash, garbage, or other waste in accordance to MOA regulations shall be permitted upon any lot. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.



C-12. INOPERABLE VEHICLES. No inoperable vehicle or vehicle body shall be permitted upon any lot unless it is kept inside a building or is proven to be a classic vehicle under restoration, limited to no more than two classic vehicles in which case it shall be kept not less than twenty-five (25) feet from any lot line. No inoperable vehicle or vehicle body shall be permitted upon any street or easement adjacent to any lot in the subdivision and obscured from the public right-of-way and any adjacent lot by means of a solid fence or evergreen vegetation. A vehicle temporarily inoperative and held for repair by the owner on any lot for a period not to exceed one hundred and eighty (180) days shall not be considered a violation of this provision.

C-13. VEHICLES AND STORAGE. No recreational vehicles, such as but not limited to, motor vehicles, trailers, and campers shall be permitted to remain on public dedicated right-of-way. All recreational vehicles must be stored at least twenty-five (25) feet from any lot line and obscured from the public right-of-way and any adjacent lot by means of a solid fence or evergreen vegetation.

C-14. LANDSCAPING. All lots shall be used for permanent or occasional residential purposes only and shall not interfere in any manner with the residential use of other lots in the subdivision. Gravel, soils, or other natural materials may not be removed from any lot or property within the subdivision or used, except for permitted development on the same lot. Natural vegetation and contours of any lot or property are encouraged and are not to be disturbed except as reasonably necessary for the construction approved by the homeowner's association of buildings, or the aesthetic development of the property such as lawns, landscape shrubbery, and well-maintained home gardens. The landscaped portion of each lot must be maintained on a regular basis, so as to provide a neat and attractive appearance.

C-15. DRIVEWAYS. Each lot owner shall, at the time of driveway construction, obtain a driveway permit from the Municipality of Anchorage. Driveway and culvert installation shall comply with Municipality of Anchorage regulations. Owner is responsible for maintenance and snow removal.

C-16. AMENDMENTS. These covenants, conditions, and restrictions shall run with and bind the land for a term of twenty (20) years from the date this document is recorded, unless amended or terminated by a written instrument recorded in the Anchorage Recording District, duly signed by the then recorded owners of the sixty-seven percent (67%) of the lots. After the first twenty-year period, these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless amended or terminated by a written instrument recorded in the Anchorage Recording District, duly signed by the then record owners of a majority of the lots. All owners of a lot must duly sign (in person or by power of attorney) the written instrument for that lot to be included in the 67% or majority as required above.

C-17. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to



violate any such provision, either to restrain a violation thereof or to recover damages to violate any such provisions. Suit to enforce these provisions may be brought by the homeowner' or by any owner of a lot in the subdivision aggrieved by a violation of these provisions.

C-18. RESUBDIVISION. The area of the lots herein described shall not be reduced in size by resubdivision. The owners of three contiguous lots may replat such lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes to these covenants as enlarged single lots.

C-19. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

C-20. SIGNS. Address number signs shall comply with the Anchorage Municipal Code. No signs shall be erected or maintained on any lot except one sign of not more than three square feet, identifying lot owners or occupants, and one sign of not more than four square feet, advertising a lot for sale or rent; provided that nothing herein shall preclude the person platting the realty and who then sells lots within the subdivision or his/her sales agents from erecting and maintaining such temporary signs and structures as may, in his/her judgment, promote the development and sale of lots or other interest in the subdivision.

C-21. BINDING EFFECT. The provisions of these covenants, conditions, and restrictions shall bind and inure to the benefit of each owner of a lot in the subdivision and each resident of the subdivision.

PART D. HOMEOWNER'S ASSOCIATION.

D-1. FORMATION AND MANDATORY MEMBERSHIP. The Cranberry Ridge Subdivision Homeowner's Association (the homeowner's association) is hereby established. The membership of the homeowner's association includes every owner of every lot in the subdivision. Membership commences upon ownership. Every current owner, purchaser, their heirs, assigns and successors in the ownership of lots in this subdivision agree as a condition of ownership that they are automatically a member of the homeowner's association.

D-2. NOTICE AND QUORUM FOR ACTION. Written notice of any homeowner's association membership meeting called for the purpose of taking any action shall be sent to all members not less than twenty (20) days or more than sixty (60) days in advance of the meeting. A membership meeting may be called by the board or by five members. The presence of members or of proxies entitled to cast thirty-three percent (33%) of all membership votes shall constitute a quorum. Each lot shall have one vote.

D-3. OFFICERS. The homeowner's association shall be operated by officers that shall be comprised of three (3) members, provided that no more than one owner of any lot may serve as



an officer at any given time. The officer positions of Chief Executive Officer, Chief Financial Officer, and Secretary shall be elected by the membership of the homeowner's association for two-year terms. Of the initial three officers, the one receiving the highest number of votes will hold a four-year term and the others shall hold a three-year term. Elections shall occur in the month of January, unless changed by the bylaws. In the case of a vacancy on the board, the remaining officers may appoint a member to serve for the remainder of the vacant term.

D-4. POWERS AND DUTIES OF THE OFFICERS. The officers collectively have the power and duty to perform those functions set out by these covenants such as, but not limited to: (a) to review and approve or disapprove construction plans for residences, outbuildings, and fences; (b) to enforce these covenants, conditions, and restrictions; (c) to set assessments up to four hundred dollars (\$400.00) per lot per year; (d) to enforce assessment liens; (e) to renew the right-of-way grant with the Bureau of Land management; and (f) to address such other common concerns that may arise from time to time.

D-5. POWERS AND DUTIES RESERVED TO THE MEMBERSHIP. Notwithstanding the powers and duties of the officers, the following powers and duties are reserved to the membership to be exercised at a duly called and held meeting of the membership; (a) to authorize the officers to sue a person in the name of the homeowner's association; (b) to authorize the officers to set assessments in excess of four hundred dollars (\$400.00) per lot per year; and (c) to authorize the board to make the homeowner's association a limited liability company.

D-6. TEMPORARY OPERATION OF THE ASSOCIATION. The above provisions of Part D notwithstanding, the officers shall consist of one member, Steve Remme or upon his death Cheryl Remme, the undersigned, until such time as three of the lots in the subdivision have been sold or until a limited liability company is formed for the operation of the homeowner's association, whichever occurs first. Until such event, Steve Remme, may exercise the review authority (residential construction, outbuilding, fences, etc.) granted to the homeowner's association by these covenants. During the period of temporary operation of the association by Steve, there will be no monetary assessments levied against the lots.

PART E. ASSESSMENTS.

E-1. CREATION OF THE LIEN & PERSONAL OBLIGATION OF ASSESSEMENTS.

The undersigned for each lot owned within the subdivision hereby covenant, (and each subsequent owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant) and agree to pay to the homeowner's association annual assessments and special assessments. Such annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the property against which each such assessment is made. Each such



assessment, together with interest thereon and costs of collection thereof shall be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his or her successors in title unless expressly assumed by them.

E-2. PURPOSE OF ASSESSMENT. The assessments levied by the homeowner's association shall be used exclusively as may be necessary for the carrying out of the purposes of the homeowner's association including maintenance of the road until it is accepted into the Chugiak/Birchwood/Eagle River Rural Road Service Area road district.

E-3. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots.

E-4. DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES. The assessments provided for herein for the homeowner's association shall commence as to all lots upon such action by the officers. The amount of the assessments against each lot shall be set at least thirty (30) days in advance of each assessment due date. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the officers, which may also provide for the payment of such assessments on a monthly basis. The officers, shall, upon demand and for a reasonable charge, furnish to any owner liable for an assessment a certificate signed by the CEO setting forth whether the assessments on the property owned by each owner have been paid.

E-5. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF HOMEOWNER'S ASSOCIATION. Any assessment not paid within thirty (30) days after the due date as established by the officers shall bear interest from the due date at the rate of eight percent (8%) per annum. The homeowner's association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, or both unless prohibited by law.

E-6. SUBORDINATION OF THE LIEN TO MORGAGES AND DEEDS OF TRUST. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale of any lot pursuant to a first mortgage or first deed of trust foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

PART F. OTHER GENERAL PROVISIONS.

F-1. EFFECTIVE DATE. The covenants, conditions and restrictions set forth herein shall take effect upon the recording of this document.



By: *Cheryl Remme*
Cheryl Remme
T.

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6th day of April 2013, before the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Cheryl Remme, known to me to be the person who executed the above and foregoing instrument, and acknowledged that she executed said instrument freely and voluntarily for the uses and purposes therein mentioned. *T.

[Signature]
Notary Public in and for Alaska
My commission expires: 1/22/2021



Dated this 6th day of April, 2017


Kevin A. Menkens

**SIGNED IN
COUNTERPART**

Jessica A. Menkens

STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 6th day of April, 2017 before me, the undersigned Notary Public, personally appeared
Kevin A. Menkens

known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.


Notary Public in and for the State of Alaska
My Commission Expires: 9/9/2020



STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this day of April, 2017 before me, the undersigned Notary Public, personally appeared
Jessica A. Menkens

known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

**SIGNED IN
COUNTERPART**

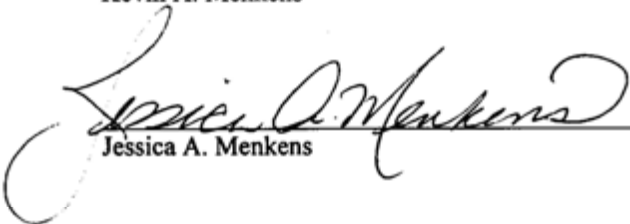
Notary Public in and for the State of Alaska
My Commission Expires:



Dated this 6 day of April, 2017

**SIGNED IN
COUNTERPART**

Kevin A. Menkens



Jessica A. Menkens

STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this _____ day of April, 2017 before me, the undersigned Notary Public, personally appeared
Kevin A. Menkens

known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

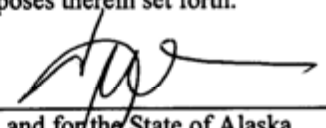
**SIGNED IN
COUNTERPART**

Notary Public in and for the State of Alaska
My Commission Expires:

STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 6th day of April, 2017 before me, the undersigned Notary Public, personally appeared
Jessica A. Menkens

known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.



Notary Public in and for the State of Alaska
My Commission Expires: 1/22/2021

