

2002-007112-0

Recording Dist: 302 - Kenai
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Building and use restrictions for Bird Homestead Golf course part 1, 2 and 3

Land use and building type

No lot shall be used except for residential purposes. Single family dwellings only except as dedicated by grantors.

Commercial use

No commercial activity may be conducted from any of the lots that are deemed residential. Except those businesses that would not cause any impact on traffic or the tranquility of a residential area.

Dwelling size and Construction

The minimum permitted dwelling size for one- (1) story ranch homes to be one thousand two hundred (1,200) square feet.

All house plans must be submitted to the architectural committee prior to the start of any construction. The committee will be appointed at the discretion of the grantors.

Temporary structures

No trailers, mobile homes or temporary buildings allowed. All outbuilding must be properly sided and meet the approval of the architectural committee.

Animals

Lot owners are not allowed to keep any horses cows goats, sheep or other domestic or wild animals other than dogs or cats. However lot owners must keep their dogs and cats contained and off of the golf course. No sled dog teams. No keeping of dogs or cats for breeding purposes. No kennels (kennel means a premises where a person keeps 4 or more dogs over the age of 4 months.

Recreational Vehicles

Lot owners may live in a recreational vehicle while constructing their home. Lot owners may build a pad and storage area for their private recreational vehicle.

Liabilities

Bird Homestead Golf Course, it's owners and management, assumes no liability for golfers trespassing on any lot or any damage caused by any golfer or golfers equipment.

Set Backs

All buildings and structures must be a minimum of 20 feet from lot lines.

Construction

Once construction of the home is started the landowner has 2 years to complete construction.

These covenants will remain in effect for 20 years and may then be renewed.



Grantors:

Elmer R. Bird
Elmer R Bird

Patsy J. Bird
Patsy J Bird

Sherril L. Michelson MY COMMISSION EXPIRES 11-8-03
Before me, a notary public in and for the STATE OF ALASKA, appeared Elmer R. Bird and Patsy J. Bird, known to me to be the persons to have executed the above document on this 30th day of July 2002.

Return To: Elmer Bird 370 20 Funny River Road
Soldotna AK 99669

Kenai Recording Dist.

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4003-0143

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

AFFECTING A PORTION OF BIRD HOMESTEAD SUBDIVISION
BLOCKS ONE (1), TWO (2) AND THREE (3)

THIS DECLARATION, made this 15th day of July,
2003, by **ELMER R. BIRD and PATSY J. BIRD**, hereinafter referred
to as "BIRDS".

WITNESSETH:

WHEREAS, **BIRDS** are the owners of the real property
described in Article I of this Declaration, and are desirous
of subjecting the real property described in Article I to the
covenants, conditions and restrictions hereinafter set forth
for the benefit of said property, and said covenants,
conditions and restrictions shall inure to the benefit of and
pass with said property, and each and every parcel thereof,
and shall apply to and bind the successors in interest, and
any owner thereof;

NOW, THEREFORE, **BIRDS** hereby declare that the real
property described in and referred to in Article I hereof is,

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DALE DOLIFKA
P. O. Box 498
Soldotna, Alaska 99669
907 262 2910

CCR's
Bird Homestead Subdivision
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and shall be, held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth.

DEFINITIONS OF TERMS

BIRDS refer to the maker of this Declaration and the record owner of the real property.

"Real Property" means:

Lots One (1) thru Six (6), Block One (1); Lots One (1) thru Six (6), Block Two (2); Lots One (1) thru Six (6) and Ten (10), Block Three (3), of **BIRD HOMESTEAD SUBDIVISION**, according to Plat No. KN2002033 filed in the records of the Kenai Recording District, Third Judicial District, State of Alaska,

shown on and described by the plat of **BIRD HOMESTEAD SUBDIVISION** and successive development phases.

"Plat" means the plat of **BIRD HOMESTEAD SUBDIVISION** and successive plats of successive development phases.

"Lots" means the lots shown on the plat of **BIRD HOMESTEAD SUBDIVISION** and successive plats of successive development phases.

"Owner" means the owner, or the contract purchaser in possession, of a lot. **ELMER R. BIRD and PATSY J. BIRD** shall be considered the owners of all lots not yet sold or those lots re-acquired by them.

"**BIRD HOMESTEAD SUBDIVISION**" means the residential community shown by the plat and successive plats.

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**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the covenants, conditions and restrictions hereinafter set forth, is located in the Kenai Recording District, Third Judicial District, State of Alaska, and is more particularly described as follows:

LOTS ONE (1) THRU SIX (6), BLOCK ONE (1); LOTS ONE (1) THRU SIX (6), BLOCK TWO (2); LOTS ONE (1) THRU SIX (6) AND TEN (10), BLOCK THREE (3), of BIRD HOMESTEAD SUBDIVISION, according to Plat No. KN2002033 filed
in the records of the Kenai Recording District, Third Judicial District, State of Alaska.

BIRDS may, from time to time, subject additional real property to the covenants, conditions and restrictions herein set forth by appropriate reference thereto.

**ARTICLE II
PURPOSE OF DECLARATION**

The real property described in Article I hereof is subjected to the covenants, conditions and restrictions hereby declared to insure the fullest enjoyment and benefit of the property for single-family residential purposes; to promote attractive residential uses while preventing noxious, offensive or otherwise incompatible uses from affecting the

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value and enjoyment of the residential uses; to maintain the natural character and aesthetic qualities of the property for the continued enjoyment and benefit of property owners.

**ARTICLE III
LAND USES CONDITIONS, COVENANTS AND RESTRICTIONS**

A. **Land Use and Building Type.** No lot shall be used except for single-family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any one lot other than:

1. One (1) detached single-family dwelling, each and every dwelling must have a garage capable of housing at least one automobile;
2. fences, gates and associated structures;
3. no fences shall be erected on any lot line facing the golf course;
4. greenhouses;
5. garden tool shed, woodshed, children's playhouse, sauna or like structure;
6. doghouse and/or pen; and
7. bed and breakfast use is permitted on all lots.

B. **Structural Setbacks.** No building or structure shall be placed within twenty (20) feet of any front side or rear interior lot line with the exception of the placement of fences along lot lines, except on the fareway. For purposes

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of this covenant, eaves, porches, steps and decks shall be considered as part of the structure.

C. **Water Supply.** No individual water supply system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation or such other rules and regulations which may be promulgated by applicable Federal, State or local authorities. Approval of such a system as installed shall be the responsibility of the individual lot owner.

D. **Sanitary Waste Disposal.** No individual sanitary waste disposal system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation or such other rules and regulations which may be promulgated by the applicable Federal, State or local authorities. Approval of such a system as installed shall be the responsibility of the individual lot owner.

E. **Temporary Structures.** No structure of a temporary character including but not limited to a trailer, basement, tent, shack, garage, barn or other structure shall be placed on a lot and used as a permanent or temporary

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residence. All outbuilding must be properly sided and meet the approval of the architectural committee.

F. **Clearing.** To maintain the natural setting and aesthetic values of **BIRD HOMESTEAD SUBDIVISION**, retention of natural vegetation shall be encouraged and indiscriminate tree clearing and clear-cutting of lots is prohibited. Clearing of any natural vegetation or living timber is prohibited within 15 feet from interior lot lines.

G. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their lots.

H **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. Such material shall not be disposed of by incineration on any lot.

I. **Fuel Storage.** No lot shall be used for the storage of fuel, oil, or natural gas for commercial use or consumption. Any above-ground storage or underground storage of these fuels must meet all applicable regulations and



requirements of the Federal, State and local governments.

J. **Commercial Vehicles.** No commercial vehicles, or similar commercial or construction equipment shall be parked, placed, erected or maintained on any lot for any purpose except during the period of residential construction.

K. **Signs.** Signs shall not 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 and a sign of equal size to show property ownership.

L. **Animal Control.** Animals, livestock or poultry may not be raised, bred or kept on any lot except dogs, cats or other normal household pets, provided that they are not kept, bred or maintained for any commercial purposes. All dogs shall be restrained as necessary to prevent their becoming a nuisance. Specifically excluded and not allowed are dog sled teams.

Lot owners are not allowed to keep any horses, cows, goats, sheep or other domestic or wild animals other than dogs or cats. However, lot owners must keep their dogs and cats contained and off of the golf course. No sled dog teams. No keeping of dogs or cats for breeding purposes. No kennels (kennel means a premises where a person keeps four (4) or more dogs over the age of four (4) months.

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M. Oil and Mining Operations. There are no oil or mineral rights acquired with this land. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

N. Re-subdivision. No lot shall be re-subdivided or otherwise reduced from its original size.

O. Easement. Easements for installation and maintenance of utilities are reserved as referred to on the recorded plat of said subdivision.

P. Recreational Vehicles. Lot owners may live in a recreational vehicle while constructing their home. Lot owners may build a pad and storage area for their private recreational vehicle.

Q. Liabilities. BIRD HOMESTEAD GOLF COURSE, it's owners and management, assume no liability for golfers trespassing on any lot or any damage caused by any golfers equipment.

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**ARTICLE IV
BUILDING AND DWELLING RESTRICTIONS**

A. **Dwelling Size.** Dwelling shall be one (1) single-family structure. The ground floor living area of the main structure exclusive of porches and garages, shall be not less than twelve hundred square feet (1,200 sq.') for a one-story dwelling, nor less than eight hundred square feet (800 sq.') for a dwelling of more than one (1) story.

1. **Dwelling Size and Construction.** The minimum permitted dwelling size for a one (1) story ranch home is twelve hundred (1,200) square feet. All house plans must be submitted to the architectural committee prior to the start of any construction.

B. **Driveways.** All driveway approaches will be built from the driving surface of the main road to the edge of the lot, with a minimum twelve (12) foot width on top and perpendicular to the road. Each lot owner shall, at the time of driveway construction, provide a culvert at the ditch crossing. Culverts shall be a minimum of twelve (12) inches in diameter and made of corrugated metal pipe, ten (10) gauge or equivalent.

C. **Code Conformation.** All buildings constructed hereunder shall conform to the specifications and requirements

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of the most recent revisions of all electrical, mechanical, plumbing and building codes applicable under the laws of the State of Alaska or the Kenai Peninsula Borough and other local codes, if any, in force at the commencement of construction.

D. **Construction Period.** Buildings may not remain in an unfinished state externally for more than six (6) months from the commencement of construction activities. Work on the structures shall be deemed to have commenced when excavation for foundation or basement has been made.

E. **Architectural Control/Buildings.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural review committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

F. **Architectural Control/Fencing.** No fencing shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, the style and the height have been approved by the architectural review committee as to quality of workmanship and materials, harmony of external design with

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existing structures, and as to location with respect to topography and finish grade elevation.

G. Architectural Review Committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

H. Automobiles. No vehicles may be abandoned or allowed to remain on any lot or street offsetting any lot for more than seven (7) days if it is not in good operating condition, and all vehicles used in connection with any lot must be licensed.

**ARTICLE V
GENERAL PROVISIONS**

A. Term. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are

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recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B. Amendment. This Declaration may be amended during the first twenty (20) year period, by an instrument signed by owners of not less than seventy-five percent (75%) of the record lots in **BIRD HOMESTEAD SUBDIVISION**. Thereafter, this Declaration may be amended by an instrument signed by owners of not less than a majority of the record lots in **BIRD HOMESTEAD SUBDIVISION**. Any amendment must be recorded.

C. Enforcement. Enforcement shall be by appropriate proceeding of law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained, such proceeding may be brought by the owner or owners of record of any lot in the subdivision. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

D. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgement or court

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order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, BIRDS have caused this Declaration of Covenants, Conditions and Restrictions to be signed by its duly authorized officer the day and year first above set forth.

Elmer R. Bird
ELMER R. BIRD
Patsy J. Bird
PATSY J. BIRD

STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of July, 2003, before me the undersigned Notary Public in and for the State of Alaska, personally appeared **ELMER R. BIRD and PATSY J. BIRD** known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

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



Esther M. Chambers
NOTARY PUBLIC, State of Alaska
My Commission Expires: 10-04-05

WHEN RECORDED RETURN TO:
Dale Dolifka
Attorney at Law
P.O. Box 498
Soldotna, AK 99669
Bird Homestead Subdivision
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4003-0248

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

BIRD HOMESTEAD SUBDIVISION
BLOCKS ONE (1), TWO (2) AND THREE (3)

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING A PORTION OF BIRD HOMESTEAD SUBDIVISION BLOCKS ONE (1), TWO (2) AND THREE (3) dated the 15th day of July, 2003, which was recorded on the 24th day of July, 2003, in the office of the District Recorder, Kenai Recording District, Third Judicial District, State of Alaska, Serial No. 2003-009276-0, is amended an hereinafter set forth.

THIS DECLARATION, made this 9th day of December, 2003, by JUSTIN BIRD and AMANDA BIRD, whose address is 36161 Owen Street #A, Soldotna, Alaska, 99669; ELMER R. BIRD and PATSY J. BIRD, whose address is 37020 Funny River Road, Soldotna, Alaska, 99669; and GARY WEBB and SYLVIA WEBB, whose address is 52995 Hoyt Lane, Kenai, Alaska, 99611, hereinafter referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, JUSTIN BIRD and AMANDA BIRD are the owners of real property described as follows:

Lot One (1), Block One (1), BIRD HOMESTEAD SUBDIVISION, according to Plat No. KN2002033, filed in the records of the Kenai Recording District, Third Judicial District, State of Alaska.

WHEREAS, ELMER R. BIRD and PATSY J. BIRD are the

This instrument is being recorded by First American Title of Alaska as an accommodation only. It has not been examined as to its effect if any, on the title of the estate therein.

owners of real property described as follows:

Lots Two (2), Lot Three (3), Lot Four (4), Lot Five (5), Lot Six (6), Block One (1), of **BIRD HOMESTEAD SUBDIVISION**, according to Plat No. KN2002033, filed in the records of the Kenai Recording District, Third Judicial District, State of Alaska; and

Lots One (1), Lot Two (2), Lot Five (5), Lot Six (6), Block Two (2), of **BIRD HOMESTEAD SUBDIVISION**, according to Plat No. KN2002033, filed in the records of the Kenai Recording District, Third Judicial District, State of Alaska; and

Lots One (1), Lot Two (2), Lot Three (3), Lot Four (4), Lot Five (5), Lot Six (6) and Ten (10), Block Three (3), of **BIRD HOMESTEAD SUBDIVISION**, according to Plat No. KN2002033, filed in the records of the Kenai Recording District, Third Judicial District, State of Alaska.

WHEREAS, GARY WEBB and SYLVIA WEBB are the owners of real property described as follows:

Lots Three (3) and Four (4), Block Two (2), **BIRD HOMESTEAD SUBDIVISION**, according to Plat No. KN2002033, filed in the records of the Kenai Recording District, Third Judicial District, State of Alaska.

The **DECLARANTS** agree to amend Article I of the Declaration of Covenants, Conditions and Restrictions Affecting a Portion of Bird Homestead Subdivision Blocks One (1), Two (2) and Three (3), recorded on the 24th day of July, 2003, in the office of the District Recorder, Kenai Recording District, Third Judicial District, State of Alaska, Serial No.



2003-009276-0, to read as follows:

**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the covenants, conditions and restrictions hereinafter set forth, is located in the Kenai Recording District, Third Judicial District, State of Alaska, and is more particularly described as follows:

Lots One (1), Lot Two (2), Lot Three (3), Lot Four (4), Lot Five (5), Lot Six (6), Block One (1); Lots One (1), Lot Two (2), Lot Three (3), Lot Four (4), Lot Five (5), Lot Six (6), Block Two (2); Lots One (1), Lot Two (2), Lot Three (3), Lot Four (4), Lot Five (5), Lot Six (6), Lot Ten (10), Block Three (3), of **BIRD HOMESTEAD SUBDIVISION**, according to Plat No. KN2002033, filed in the records of the Kenai Recording District, Third Judicial District, State of Alaska,

BIRDS may, from time to time, subject additional real property to the covenants, conditions and restrictions herein set forth by appropriate reference thereto.

In all other respects save as modified herein, we the undersigned ratify and confirm the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING A PORTION OF BIRD HOMESTEAD SUBDIVISION BLOCKS ONE (1), TWO (2) AND THREE (3)** dated the 15th day of July, 2003, which was recorded on the 24th day of July, 2003, in the office of the District Recorder, Kenai Recording District, Third Judicial District, State of Alaska, Serial No. 2003-009276-0, and is attached hereto as Exhibit "A" which incorporated herein by reference



for all purposes.

DECLARANTS:

Justin Bird
JUSTIN BIRD

Amanda Bird
AMANDA BIRD

Elmer R. Bird
ELMER R. BIRD

Patsy J. Bird
PATSY J. BIRD

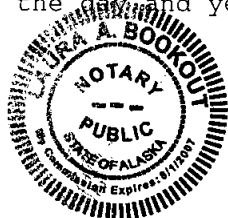
Gary Webb
GARY WEBB

Sylvia Webb
SYLVIA WEBB

STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9th day of December, 2003, before me the undersigned Notary Public in and for the State of Alaska, personally appeared **JUSTIN BIRD and AMANDA BIRD** known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

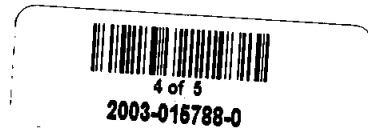
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.



[Signature]
NOTARY PUBLIC, State of Alaska
My Commission Expires: 8-1-07

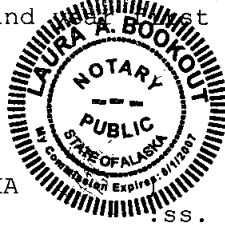
STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9th day of



December, 2003, before me the undersigned Notary Public in and for the State of Alaska, personally appeared **ELMER R. BIRD and PATSY J. BIRD** known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

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

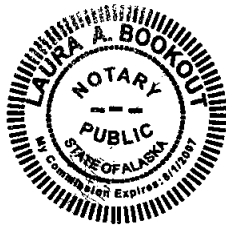


L.A.B.
NOTARY PUBLIC, State of Alaska
My Commission Expires: 8-1-07

STATE OF ALASKA
ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9th day of December, 2003, before me the undersigned Notary Public in and for the State of Alaska, personally appeared **GARY WEBB and SYLVIA WEBB** known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

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



L.A.B.
NOTARY PUBLIC, State of Alaska
My Commission Expires: 8-1-07

RETURN TO:
Dale Dolifka, Attorney at Law
P.O. Box 498
Soldotna, AK 99669

Amended CCR's
Bird Homestead Subdivision
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