



**First American  
Title Insurance Company**

## LISTING PACKAGE

6/9/2026

[natasha@rmgrealestate.com](mailto:natasha@rmgrealestate.com)

**Attn:** Natasha Jacobson

We appreciate the opportunity to serve you and thank you for choosing First American Title. Attached please find the following:

- Tax Information
- Vesting Deed
- Deed of Trust
- As Built
- As Built Not Found
- Plat Map
- Tax Map
- CCR's
- CCR's Not Found
- Other:

Owner Name(s): MCGRATH JENNIFER ANN

Physical Address: TAX ID 04103125000

Legal Description: LOT 3 BLK 2 ATELIER, PLAT NUMBER 77-186, ANCHORAGE RECORDING DISTRICT

Please do not hesitate to contact me at 907-561-1844 or [cs.alaska@firstam.com](mailto:cs.alaska@firstam.com) if I may be of further assistance. I understand you have a choice and hope you will choose First American Title for your next transaction. Have a wonderful day!

Sincerely,

*Kellie Trolz*

Kellie Trolz, Title Customer Service

Enclosures

### NOTICE OF DISCLAIMER OF LIABILITY

*This letter and the accompanying materials do not constitute a policy of Title Insurance or a Commitment for Title Insurance. Further, they are not an abstract of title. These materials are furnished as a courtesy by First American Title Insurance Co., and the Company does not take responsibility for the completeness or accuracy of the materials. If you desire a complete report on the status of title, please contact the above named person to arrange for a Commitment or Policy. No transaction or decision should be made based on these materials until such time as the Company has the opportunity to perform a complete search and is prepared to issue a Policy.*

1400 W Benson Blvd, Suite 250, Anchorage, AK 99503  
TEL 907-561-1844 | FAX 907-561-1948  
[ak.firstam.com](http://ak.firstam.com)

**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: 09  
 Zoning: R10SL  
 Plat #: 770186  
 HRA #: 000000  
 Grid #: SW2142  
 Deeded Acres:  
 Square Feet: 65,340  
 Legal Description: ATELIER  
 BLK 2 LT 3  
  
 Economic Link: No

[\*\*Show Parcel on Map\*\*](#)

**Owner**

Owner: MCGRATH JENNIFER ANN  
 Co-Owner:  
 Care Of:  
 Address: 2520 WINTERCHASE CIR  
 City / State / Zip: ANCHORAGE, AK 99516 0000  
 Deed Book/Page: /

**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
04103125000	RP	2026	1		1,307.54			.00	.00	1,307.54	.00	.00	.00	1,307.54	06/30/2026
04103125000	RP	2026	2		1,307.54			.00	.00	1,307.54	.00	.00	.00	1,307.54	08/31/2026
04103125000	RP	2025	1		1,282.16			.00	-1,282.16	.00	.00	.00	.00	.00	06/30/2025
04103125000	RP	2025	2		1,282.16			.00	-1,282.16	.00	.00	.00	.00	.00	08/31/2025
04103125000	RP	2024	1		1,326.34			.00	-1,326.34	.00	.00	.00	.00	.00	06/30/2024
04103125000	RP	2024	2		1,326.34			.00	-1,326.34	.00	.00	.00	.00	.00	08/31/2024
04103125000	RP	2023	1		1,309.72			.00	-1,309.72	.00	.00	.00	.00	.00	06/30/2023
04103125000	RP	2023	2		1,309.72			.00	-1,309.72	.00	.00	.00	.00	.00	08/31/2023
04103125000	RP	2022	1		1,331.92			.00	-1,331.92	.00	.00	.00	.00	.00	07/31/2022
04103125000	RP	2022	2		1,331.92			.00	-1,331.92	.00	.00	.00	.00	.00	09/30/2022
04103125000	RP	2021	1		2,855.24			.00	-2,855.24	.00	.00	.00	.00	.00	06/15/2021
04103125000	RP	2020	1		2,706.75			.00	-2,706.75	.00	.00	.00	.00	.00	07/15/2020
04103125000	RP	2019	1		2,565.42			.00	-2,565.42	.00	.00	.00	.00	.00	06/15/2019
04103125000	RP	2018	1		2,565.42			.00	-2,565.42	.00	.00	.00	.00	.00	06/15/2018
04103125000	RP	2017	1		2,533.22			.00	-2,533.22	.00	.00	.00	.00	.00	06/15/2017
04103125000	RP	2016	1		2,139.81			.00	-2,139.81	.00	.00	.00	.00	.00	06/15/2016

[\*\*Make a Payment\*\*](#)

**Assessed Value**

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Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2026	RP	100	R	188,000	0	188,000

**Taxable Value**

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Net Taxable Value	188,000
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**Land Summary**

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Land Line #	Zoning	Size (Square Feet)	NBHD
1	R10SL	65,340	14A90

**Land Characteristics**

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Line #	
1	VIEW 3 - Good
2	TOPO 3 - Hillside
3	ACCESS 5 - Average
4	PAVING 5 - Recycled asphalt
5	CORNER 4 - None
6	SEWER 1 - None
7	ENCROACH 2 - Minor
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 5 - Excellent
16	SIZE 3 -
17	SOILS 4 - Average

**Entrances**

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Visit Date:	Measure Date:	Entrance Source:
09-AUG-2012		0-Land Characteristics Inspection
10-JUL-2017		0-Land Characteristics Inspection

**Appraised Value History**

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Tax Year	Roll Type	LUC	Class	Land	Improvements	Total Appraised
2026	RP	100	R	188,000	0	188,000
2025	RP	100	R	188,000	0	188,000
2024	RP	100	R	188,000	0	188,000
2023	RP	100	R	178,800	0	178,800
2022	RP	100	R	178,900		178,900
2021	RP	100	R	178,900		178,900
2020	RP	100	R	178,900		178,900
2019	RP	100	R	178,900		178,900
2018	RP	100	R	178,900		178,900
2017	RP	100	R	178,900		178,900



## TRANSFER ON DEATH DEED

**NOTICE TO OWNER:** You should carefully read all information on this form. Transferring real property by using a Transfer on Death Deed may have important legal consequences in addition to designating who will receive the real property on the transferor's death. These consequences may include, but are not limited to: (1) affecting the beneficiary's eligibility for public assistance; and (2) affecting creditors' rights. **If you have any questions, you should consult an attorney.**

*This form must be recorded before your death, or it will not be effective.*

### **OWNER INFORMATION**

*[Please complete the following information for the owner(s) of the property.]*

#### **Owner**

Full Name: Diana Jeanne McGrath

Marital Status: Widowed

Mailing Address: 7956 Seclusion Drive, Anchorage, Alaska 99504

#### **Owner**

Full Name: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

### **Property Description**

Legal Description of Property: Atelier Subdivision, Block 2, Lot 3  
Filed Under Plat No. 77-186

Recording District Where Property is Located: Anchorage Recording District, State of Alaska

*[You must record the form in each recording district where any part of the property is located. Find the recording districts here: <http://dnr.alaska.gov/ssd/recoff/distlist.>]*

### **BENEFICIARY/BENEFICIARIES INFORMATION**

*[Complete the following information for your beneficiary/beneficiaries. You may want to obtain legal advice before listing more than one primary beneficiary. There is more than one way to transfer property to several persons.]*

#### **Primary Beneficiary**

I designate the following beneficiary if the beneficiary survives me:

Full Name: Jennifer Ann McGrath

Marital Status: Single

Mailing Address: 2520 Winterchase Circle, Anchorage, Alaska 99516

**Alternative Beneficiary - Optional**

If my primary beneficiary does not survive me, I designate the following alternate beneficiary if that beneficiary survives me:

Full Name: Timothy Steven McGrath  
Marital Status: Married  
Mailing Address: 5060 East Brumage Drive, Wasilla, Alaska 99654

**TRANSFER ON DEATH**

At my death, I transfer my interest in the described property to the beneficiaries as designated above. Before my death, I have the right to revoke this deed.

**NOTE:** You can revoke your Transfer on Death Deed in three ways: (1) Complete and acknowledge a Revocation of Transfer on Death Deed (form P-151) and record it in each recording district where the property is located; (2) Complete and acknowledge a new Transfer on Death Deed (form P-150) that disposes of the same property, and record it in each recording district where the property is located; and (3) Transfer the property to someone else during your lifetime by a recorded deed that expressly revokes the Transfer on Death deed. You may not revoke the Transfer on Death deed by will.

**AUTHORITY OF DESIGNATED AGENT TO REVOKE THIS DEED**

I authorize the following designated agent to revoke this deed before my death:  
Full Name: Geoffrey John McGrath  
Mailing Address: 5889 Kennyhill Drive, Anchorage, Alaska 99504

**SIGNATURE OF OWNER(S) MAKING THIS DEED**

<u>Diana Jeanne McGrath</u> Full Name	<u>Diana Jeanne McGrath</u> Signature	<u>10/26/2022</u> Date
_____	_____	_____
Full Name	Signature	Date

**ACKNOWLEDGMENT**

This instrument was acknowledged before me at Anchorage, Alaska on (date): October 26, 2022.

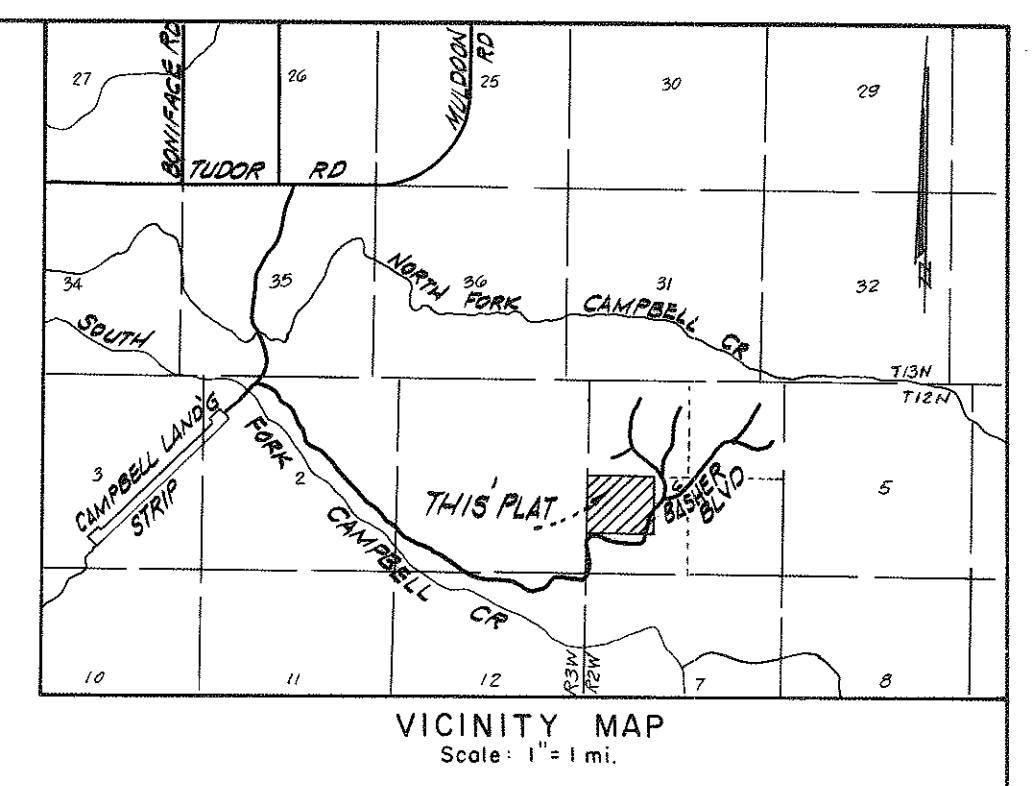
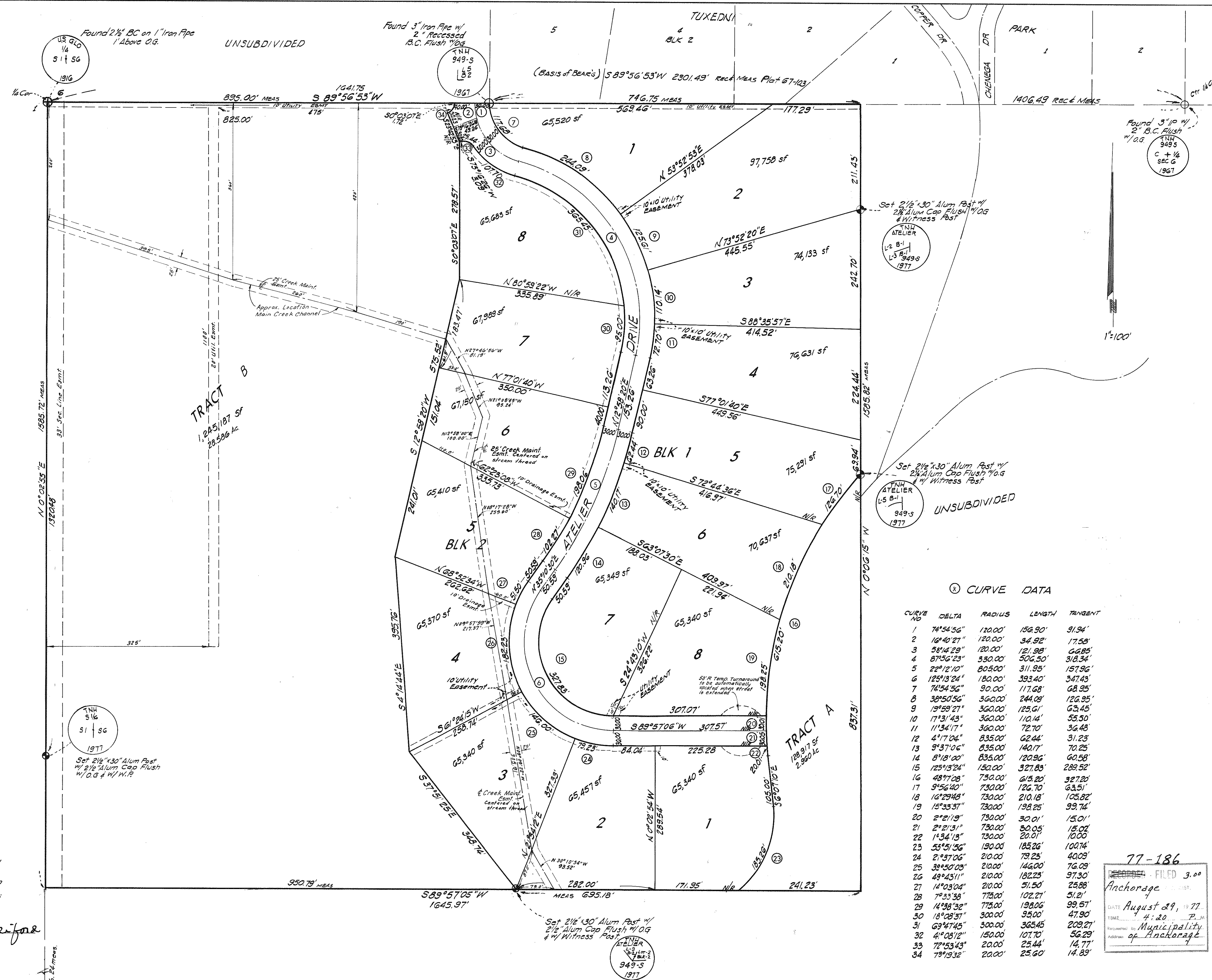
Katie M. Thelen  
Signature of Person Taking Acknowledgment  
Notary Public, State of Alaska  
Title or Rank  
My commission expires: May 2, 2023

Katie M. Thelen  
Printed Name  
190502004  
Serial Number, if any



**Return To:** Name: Diana J. McGrath  
Mailing Address: 7956 Seclusion Drive, Anchorage, Alaska 99504





**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

I (we), hereby certify that I am (we are) the owner(s) of the property described hereon. I (we) hereby dedicate to the public all easements for public utilities, streets, alleys, thoroughfares, parks and other public areas shown hereon. There shall be reserved adjacent to the dedicated rights-of-way shown hereon, a slope reservation sufficient to contain cut & fill slopes of 1 1/2 feet horizontally for each foot vertically (1 1/2:1) of cut or fill, for the purpose of providing & maintaining lateral support of the constructed street and there is reserved to the grantors, their heirs, successors & assigns, the right to remove said slopes at any time upon providing & maintaining other adequate lateral support, as approved by the Municipality.

Date: 7-28-77

Maynard L. Taylor Jr by  
 OWNER  
 MAYNARD L. TAYLOR  
 750 Basher Blvd  
 Anchorage, Alaska  
 Special Power of Attorney Mar 16 77  
 John B. Taylor  
 Attorney Mar 16 77  
 LeAnn P. Taylor (wife)

ALL MUNICIPAL REAL PROPERTY TAXES LEVIED AGAINST THIS PROPERTY ARE PAID

Authorized Official: [Signature]  
 TREASURY DEPARTMENT  
 MUNICIPALITY OF ANCHORAGE

Approved in accordance with Chapter 21, Article 10, Code of Ordinances.

Survey No. 77-186  
 R. P. D. to  
 W.B. Cole 8-23-77  
 R. P. D. to  
 J. B. [Signature] 8/25/77  
 PUBLIC WORKS DEPARTMENT  
 Municipality of Anchorage

**NOTARY'S ACKNOWLEDGEMENT:**

Subscribed and sworn before me this 28th day of July, 1977.

[Signature]  
 Notary for Alaska

My commission expires 6-6-78

**CURVE DATA**

CURVE NO	DELTA	RADIUS	LENGTH	TANGENT
1	74°54'56"	120.00'	156.90'	91.94'
2	16°40'21"	120.00'	34.92'	17.58'
3	58°14'29"	120.00'	121.98'	66.85'
4	87°56'23"	330.00'	506.50'	318.34'
5	2°12'10"	805.00'	311.95'	157.96'
6	125°13'24"	180.00'	393.40'	347.45'
7	74°54'56"	90.00'	117.68'	68.95'
8	38°50'36"	360.00'	244.08'	126.95'
9	19°59'27"	360.00'	125.61'	63.45'
10	17°31'43"	360.00'	110.14'	55.50'
11	11°34'17"	360.00'	72.70'	36.48'
12	4°17'04"	835.00'	62.44'	31.23'
13	9°37'06"	835.00'	140.17'	70.25'
14	8°18'00"	835.00'	120.96'	60.58'
15	125°13'24"	150.00'	327.83'	289.52'
16	48°17'08"	730.00'	615.20'	327.20'
17	9°56'40"	730.00'	126.70'	63.51'
18	16°29'48"	730.00'	210.18'	105.82'
19	15°53'57"	730.00'	193.25'	99.74'
20	2°21'19"	730.00'	30.01'	15.01'
21	2°21'19"	730.00'	30.05'	15.02'
22	1°34'13"	730.00'	20.01'	10.00'
23	53°51'36"	190.00'	185.26'	100.74'
24	21°57'06"	210.00'	79.23'	40.05'
25	32°50'09"	210.00'	146.00'	76.09'
26	49°43'11"	210.00'	182.23'	97.30'
27	14°03'04"	210.00'	51.50'	25.88'
28	7°53'38"	730.00'	102.21'	51.21'
29	14°38'32"	730.00'	198.06'	99.57'
30	18°28'37"	300.00'	35.00'	47.90'
31	63°47'45"	300.00'	365.45'	209.27'
32	4°08'12"	150.00'	107.70'	56.29'
33	72°53'43"	20.00'	25.44'	14.77'
34	79°13'32"	20.00'	25.60'	14.89'

Acceptance of Dedication by the Municipality  
 The Municipality of Anchorage hereby accepts for public use and for public purposes the real property dedicated on this plat including but not limited to the easements, rights-of-way, alleys, roadways, thoroughfares and parks shown hereon. Dated at Anchorage, Alaska, this 29th day of August, 1977. Attest:

May [Signature] Mayor

Found 1 1/2" Alum Cap on 3/8" Rebar Flush w/o.g.

1087-5 51 5/8 5 1/2 5 7 1977

Prepared for: Taylor

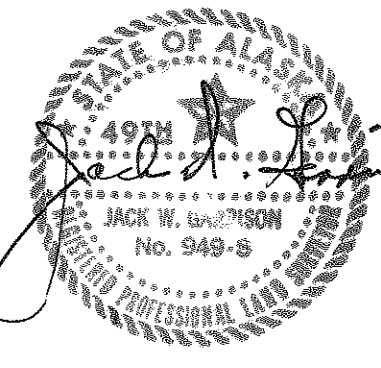
LEGEND  
 Man, Set this Survey  
 Man, Find

NOTES: 1. All Lots Corners Staked w/ 3/8" 130" Rebar

**SURVEYOR'S CERTIFICATE:**

I, Jack W. Garrison, professional land surveyor, do hereby certify that the plot of ATELIER SUBDIVISION is a true and correct representation of lands actually surveyed and that all the distances and bearings are shown correctly and that all permanent exterior control monuments, all other monuments, and lot corners have been set and staked, or if final completion is assured by subdivision agreement, they will be set as specified in said subdivision agreement.

Jack W. Garrison  
 Signature of Land Surveyor



OWNER: SULLINS  
 CHECKED: JWG  
 DATE: JULY 77  
 FIELD BOOK: 305  
 SCALE: 1" = 100'  
 JOB NO: 5236.0  
 GRID: 2142

TRYCK NYMAN & HAYES  
 ENGINEERS / PLANNERS / SURVEYORS  
 Anchorage, Alaska

PLAT APPROVAL:  
 Plat approved by the Municipal Planning Authority this 2nd day of JUNE 1977.

[Signature]  
 Authorized Official

PLAT OF  
**ATELIER SUBDIVISION**  
 A SUBDIVISION OF A PARCEL OF LAND (Lot 3, Sec. 6 & N 25' Lot 4, Sec. 6 & N 25' NW 1/4, SE 1/4 SW 1/4, & NE NE 1/4 SW 1/4 of Sec. 6.) Located within SW 1/4 Sec. 6, T 12 N., R 2 W., S. M., Alaska Containing 60 Acres(s), 1/2 Lot(s), & 2 Tract(s)

SUBDIVISION LIMITATIONS, RESTRICTIONS, USES AND  
COVENANTS RUNNING WITH THE LAND FOR

## ATELIER SUBDIVISION

We, the undersigned, MAYNARD L. TAYLOR, JR., TOMI B. TAYLOR and MAYNARD L. TAYLOR, III, owner and developers of the following-described real property in the Anchorage Recording District, Third Judicial District, State of Alaska:

Atelier Subdivision, Lots One (1) through Eight (8) of Block One (1), Lots One (1) through Eight (8) of Block Two (2) a subdivision within Lot 3; the North 265.00 feet of Lot 4; the North 265.00 feet of the Northwest one-quarter ( $\frac{1}{4}$ ) of the Southeast one-quarter ( $\frac{1}{4}$ ); and the West one-half ( $\frac{1}{2}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) of the Southwest one-quarter ( $\frac{1}{4}$ ) of Section Six (6), Township Twelve (12), Range Two (2) West, Seward Meridian

hereby make the following declarations as to the limitations, restrictions and uses to which the lots may be put, hereby specifying that said declarations shall be binding on all parties and all persons claiming under us, and for the benefit and limitations upon all future owners in said subdivision. Any deed, lease, conveyance or contract made in violation of these restrictions and covenants shall be void and may be set aside on petition of any one or more of the undersigned, or our grantees, devisees, heirs, administrators, executors or assigns; and when said conveyance or other instrument is set aside by decree of the Court, all costs and all expenses of such proceedings shall be taxed against the grantor or grantors, and shall be declared by the Court to constitute a lien against the real estate so wrongfully deeded, sold, leased or conveyed, until paid, and such lien may be enforced in such manner as the Court may order.

These restrictions, limitations, uses and covenants shall be construed as running with the land. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. PURPOSE: That the purpose of these restrictions is to insure the use of the property for attractive residential purposes harmonious with the environment only, to prevent nuisances, to maintain the desired tone of the community,

and thereby to secure to each owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

2. DEFINITIONS:

- A. "Environment" - All things that influence the space within the subdivision.
- B. "Lot" - A portions of the property which is described in the above-mentioned plat.
- C. "Dwelling" - A single family house on a lot.
- D. "Road" - The roadbed, ditches and slopes within the right-of-way or easement.
- E. "Driveway" - The improvement which provides access to and from a dwelling and structures.
- F. "Subdivision" - Atelier Subdivision, located on the real property set forth hereinabove.
- G. "Association" - Atelier Homeowners Association, which operates under these covenants, conditions and restrictions, and of which each lot owner is a member.

3. LAND USE AND BUILDING CONSTRUCTION: That all lots within the subdivision are hereby designated for construction and use of single family dwellings, and no more than one (1) single family dwelling shall be constructed or permitted to be maintained upon any lot in the subdivision.

No more than thirty per cent (30%) of the total lot area shall be occupied by the dwelling or structures. The space enclosed by a fence, hedge or wall, either physically or with intent, will be included in computing total area occupied.

No dwelling or structure may exceed a height of more than twenty-five feet (25') above the natural grade.

No dwelling or structure may be located within fifty feet (50') of any lot line.

No indiscriminate land clearing, land leveling, ditching or land filling is such a manner as to cause flooding or soil erosion, shall be permitted. Except for

purposes of actual construction upon a lot, the surface of any lot, or part of any lot, may not be regraded. Space may be cleared to provide for construction and trees may be thinned, so long as maximum natural beauty and esthetic value is retained.

Any tree that is alive, healthy and larger than eight inches (8") in diameter must be approved by the Architectural Committee, more specifically described hereinbelow in Paragraph 19, before the tree can be removed, it being the intent of this restriction to maintain the subdivision's beauty and to insure that other trees are not unnecessarily exposed to potential wind damage.

In an area extending for thirty feet (30') from any subdivision road into the lots, no natural vegetation may be cleared away, nor may any improvements be made, except for the planting of vegetation native to the area, and the construction of a driveway.

All dwellings shall have a minimum of one thousand six hundred (1,600) square feet of indoor living area.

No mobile homes, house trailers or modular homes may be erected, placed upon or permitted to remain on said premises, either during the construction period or thereafter.

No prospecting for, or mining, crushing, milling, treating or storing of ore, mineral, sand, gravel, peat or other material may be carried out or done upon the said premises.

All structures or additions must be constructed on-site. The erection of pre-built panels, buildings or building sections does not constitute on-site construction.

All buildings constructed upon a lot shall be covered with a permanent exterior siding within one (1) year of commencement of construction, and the interiors of all buildings must be completed within two (2) years of commencement of construction. An exterior siding of tarpaper, cellotex or similar covering shall not be deemed a permanent exterior siding. Extensions to construction completion dates must be in writing and approved by the Architectural Committee.

4. COMMERCIAL/INDUSTRIAL USES: That no lot shall be used for the conduct of commercial or industrial activity. The owner of a dwelling shall be allowed to conduct a business within the confines of said dwelling, PROVIDED, HOWEVER, that no more than fifteen per cent (15%) of the total area of said dwelling may be used for the conduct of

business, and, PROVIDED, FURTHER, that no materials, supplies, or inventories shall be maintained, and no customers, clients or other patrons of any said business shall be allowed to enter in or upon the said premises, it being the intent of this clause to prohibit excessive traffic throughout the subdivision by persons not residing therein, or their personal guests and invitees.

5. OFFENSIVE USES: That no noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. ANIMALS: That no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other normal indoor pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that the total number of dogs and/or cats does not exceed two (2) per dwelling. Other pets may not be kept outside of the dwelling, unless approved by the Association. All dogs shall be prevented from barking for prolonged periods of time, to prevent their becoming nuisances. It is the owner's responsibility to insure that his dogs or cats stay within said owner's lot.

Owners of pets must maintain control of their animals, either through obedience training or physical restraint, to insure that the animals remain within the owners' lots, and do not endanger other people or other domestic or wild animals within the subdivision. All animals adjudged nuisances by the Association must be removed from the subdivision. For the purposes of these covenants, horses are considered livestock.

7. VEHICLES/FUEL STORAGE: That no lot shall be used to park inoperative vehicles, or for the storage of machinery, and no lot shall be used for ground storage of automotive vehicles, save and except as the use of such lot as residence for family use requires. No more than ten (10) gallons of combustible fuel may be kept above ground. No commercial trucks, excluding those designated and used solely as recreational vehicles, larger than the pick-up class, shall be kept or maintained within the subdivision, nor shall any vehicle be repaired or overhauled within the subdivision, except within the confines of a private garage. No boats, boat trailers, travel or camping trailers, unlicensed vehicles, snowmachines or similar property shall be parked or stored in the street or driveways, open to public view, but, rather, must be stored in enclosed areas, such as garages or screened areas. The operating of snowmachines, unlicensed vehicles and motorcycles that are excessively noisy, including, but not limited to, "dirt bikes," is prohibited within the subdivision.

8. WATERWAYS: That no lot owner may restrict, alter, or pollute, or permit to be restricted, altered, or polluted, any waterway upon, or adjacent to, the premises owned by such lot owner, without the written consent of the Architectural Committee.

9. GARBAGE AND REFUSE DISPOSAL: That no lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on the premises, except in sanitary containers, which are sheltered and kept from public view, and shall be disposed of in compliance with the ordinances set forth by the governmental body or bodies having jurisdiction thereof.

10. TEMPORARY STRUCTURES: That no structure of a temporary character, motor home, camper, trailer, tent, shack, garage, basement or other outbuildings erected on a lot shall at any time be used as a residence, either temporary or permanent, nor shall camping be permitted on any lot or any other part of the subdivision, without the written consent of the Architectural Committee.

11. ACCESS TO LOTS: That each lot is allowed only one driveway entering said lot, which must be perpendicular to the subdivision road. This requirement may be waived by written permission of the Architectural Committee.

12. RESUBDIVISION: That the area of the lots herein described shall not be reduced in size by subdivision, or conveyed or encumbered in less than its full original dimensions as shown by the plat of the subdivision, except for the granting of easements for public utilities. The owners of two or more contiguous lots shall be permitted to combine two of said lots, making one larger lot, or to divide the middle lot or lots and add the portions to the exterior lots, thus creating two or more larger lots, which shall then be treated, for all purposes pertinent to these covenants, as enlarged single lots.

13. WATER SUPPLY: That the location and construction of the water supply shall be in accordance with the requirements, standards and recommendations of the State of Alaska.

14. SEWAGE SYSTEM: That the sewage disposal system shall be constructed to comply with the regulations set forth by the State of Alaska.

15. SIGNS: That no signs of any kind shall be displayed to the public on any lot, except one (1) sign, not to exceed four (4) square feet, advertising the lot and improvements thereon for sale. This restriction, however, shall not apply to the developers of the subdivision.

16. ANTENNAS: That no television antenna shall exceed ten (10) feet in height above the roof of any home or structure, nor shall any radio antenna or tower be erected or maintained on any lot, without the written consent of the Architectural Committee. No owner may engage in any activity that adversely affects radio or television reception.

17. CLOTHESLINES: That clothelines may be installed in any location on a lot, provided they are completely enclosed or screened from view from any street.

18. EASEMENTS: That easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 for those improvements for which a public authority or utility company is responsible, and such public authority or utility company, as well as the Developer, shall have the right of ingress, egress and regress upon all lots for the purpose of installation of public utilities.

19. ARCHITECTURAL COMMITTEE: That the Architectural Committee shall be composed of the following persons, or their duly-authorized representatives:

Tomi B. Taylor  
Maynard L. Taylor, III  
Jill M. Taylor

and shall act for the benefit of all owners of the property in the subdivision, for the purposes of enforcing the covenants and restrictions, insuring that all construction and improvements are harmonious with the environment, and that the rights of property owners in the subdivision are not infringed upon or endangered.

Prior to commencement of new construction or construction of improvements upon a lot, the property owner must submit to the Architectural Committee a set of complete plans for the proposed dwelling, improvements or any other building construction. The plans must include a plot plan, locating the dwelling, or other improvement, driveway, and area to be cleared, as well as building specifications that must state the color and type of exterior finish to be used on the said improvement.

The Architectural Committee will review all plans submitted by lot owners. All matters acted upon by the Architectural Committee must be in writing, and by a vote of the majority of such Committee, whether the matter submitted to it is approved or disapproved. In the event such Committee fails to act upon a lot owner's request within thirty (30) days after submission of all required data to the Committee, or in the event there is no Committee in existence for a period of thirty (30) days, or a majority thereof qualified to act, then, and in any of these events, the approval of the Committee will not be required, PROVIDED, HOWEVER, that all buildings or structures to be erected or built or installed on the Atelier Subdivision lots are in conformity with, and do not conflict with, or violate, the provisions of the restrictive covenants running with title to the lots herein contained.

The Architectural Committee reserves the right to waive any restrictions under its jurisdiction, when it is physically impossible for a lot owner to comply with any such restriction, due to lot conditions, or when, in the determination of the Architectural Committee, the best interests of the subdivision are served. Such waiver must be in writing.

20. PROPERTY OWNERS' ASSOCIATION: That, when one-third (1/3) of the lots in Atelier Subdivision have been sold by the developers, the owners of said lots, as set forth hereinbelow, shall automatically become members of the Property Owners' Association, to be formed by such owners. The developers, Tomi B. Taylor and Maynard L. Taylor, III, shall also be members of the Property Owners' Association. Each lot owner who is a member of the Association shall be entitled to one (1) vote for each lot he, she or they own in the subdivision. Tomi B. Taylor and Maynard L. Taylor, III, shall also be entitled to one (1) vote each. If the said lot owner's lot be jointly owned, either as tenants by the entirety, in joint tenancy or as tenants in common, the husband and wife or other joint owner shall have the right to one (1) vote only for each lot in which title is so vested in them, PROVIDED, HOWEVER, that all members of the Association must have attained the age of eighteen (18) years.

21. ROAD MAINTENANCE: That all lot owners, including developers, shall be responsible for maintaining roads within the subdivision, until such time as said roads are maintained by the sovereignty having jurisdiction and responsibility for that service. Lot owners and developers shall contribute, in proportion to their votes in the Association, to the cost of maintaining said roads, including snow removal, and the repair and construction of access roads. A Road Committee shall be established by the Association for implementing the actions contained herein. Assessment by the Road Committee will not exceed \$300.00 per year, per lot owner.

22. TERM: That, with the exception of the developer during the construction and development period, the foregoing restrictions and covenants run with the land, and shall be binding on all persons owning any of the Atelier Subdivision lots herein described, and their heirs, executors, administrators, successors and assigns, for a period of thirty (30) years, from the date these covenants are recorded, after which time said restrictions and covenants shall automatically be extended for successive periods of ten (10) years each, unless the then owners of record of more than one-half (1/2) of the lots, within six (6) months prior to the end of the initial term or any successive period of ten (10) years, shall amend, change, modify, revoke or terminate the restrictions and covenants in whole or in part by written agreement.

23. AMENDMENT: That, at any time, after fifteen (15) years from the date these covenants are recorded, these restrictions and covenants may be amended, changed, modified, revoked or terminated, in whole or in part, by written agreement executed by the then owners of record of not less than sixty-six and two-thirds per cent (66-2/3%) of the lots in the subdivision. Such agreements of amendment, change, modification, revocation or termination shall be recorded in the Office of the Recorder, Anchorage Recording District, Third Judicial District, at Anchorage, Alaska.

24. WAIVER: That the failure by any lot owner or the Developer, or the Architectural Committee, to enforce any restriction and covenant herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior to, or subsequent to, said breach, nor shall such failure give rise to any claim or cause of action against any lot owner, the Developer or the Architectural Committee.

BOOK 216

25. VIOLATION OF COVENANTS: That, in the event of any violation or threatened violation of any of the restrictions and covenants herein contained, the Developer, any owner of any lot in the subdivision, the Property Owners' Association or the Architectural Committee, or their heirs, executors, administrators, successors or assigns, may bring an action at law or in equity, either for injunction, action for damages or such other remedy as may be available. In the event judgment is recovered against any person for a violation or threatened violation of any of the restrictions and covenants herein contained, the party recovering such judgment shall also be entitled to recover from such person reasonable attorneys fees and costs of such action.

Violation of these restrictive covenants, or any one or more of them, shall not defeat nor render invalid the lien of any mortgage, deed of trust or conditional sales contract made upon said lots subject hereto, now, or hereafter of record.

26. SEVERABILITY: That invalidation of any of the covenants and restrictions contained herein by judgment or court order shall not affect any of the other provisions herein, which shall remain in full force and effect.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, in witness whereof, have hereunto set our hands and seals this 4th day of August, 1977.

MAYNARD L. TYALOR, JR.

By: Tomi B. Taylor  
TOMI B. TAYLOR, his attorney-in-fact

Tomi B. Taylor  
TOMI B. TAYLOR

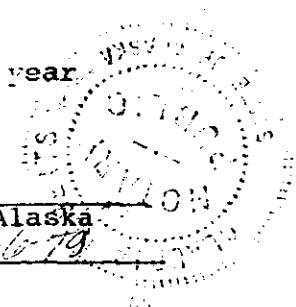
Maynard L. Taylor III  
MAYNARD L. TAYLOR, III

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 4th day of August, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared TOMI B. TAYLOR, for himself, and as attorney-in-fact for MAYNARD L. TAYLOR, JR., known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

*[Signature]*  
Notary Public in and for Alaska  
My commission expires: 10-6-79

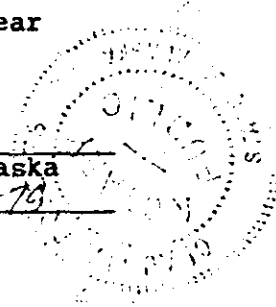


STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 4th day of August, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared MAYNARD L. TAYLOR, III, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

*[Signature]*  
Notary Public in and for Alaska  
My commission expires: 10-6-79



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23  
23  
THIRD JUDICIAL DISTRICT

AUG 4 4 01 PM '77  
REQUESTED BY Tomi B. Taylor  
ADDRESS PO Box 4-2321  
23334 99509