



*First American
Title Insurance Company*

LISTING PACKAGE

5/5/2026

morgan@veteransofthevalley.com

Attn: Morgan Phillips

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: Building Certification & Building Inspection

Owner Name(s): HAMER JUSTIN

Physical Address: 1175 N Angus Loop, PALMER, AK 99645

Legal Description: LOT 1 BLOCK 16 MOUNTAIN RANCH EST 3, PLAT NUMBER 2010-33, PALMER RECORDING DISTRICT

Please do not hesitate to contact me at 907-561-1844 or 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.

3035 C Street, Anchorage, AK 99503
TEL 907-561-1844 | FAX 907-561-1948
ak.firstam.com



MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 56974B16L001

Site Information

Account Number	56974B16L001	Subdivision	MOUNTAIN RNCH EST 3
Parcel ID	510604	City	None
TRS	S17N02E09	Map PA12	Tax Map
Abbreviated Description (Not for Conveyance)	MOUNTAIN RANCH EST 3 BLOCK 16 LOT 1		

Site Address 1175 N Angus Loop

Ownership

Owners	HAMER JUSTIN	Buyers	
Primary Owner's Address	1175 N ANGUS LOOP PALMER AK 99645	Primary Buyer's Address	

Appraisal Information

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed ¹
2026	\$42,600.00	\$439,400.00	\$482,000.00	2026	\$42,600.00	\$439,400.00	\$482,000.00
2025	\$37,000.00	\$417,400.00	\$454,400.00	2025	\$37,000.00	\$417,400.00	\$454,400.00
2024	\$37,000.00	\$400,700.00	\$437,700.00	2024	\$37,000.00	\$400,700.00	\$437,700.00

Building Information

Structure 1 of 1

Residential Units	1	Use	Residential Building
Condition	Standard	Design	Two Story
Basement	None	Construction Type	Frame
Year Built		Grade	04.5
Foundation	Concrete Block	Well	Well P - Public Water
Septic	Septic - 1 - Septic Tank		

Building Item Details

Building Number	Description	Area	Percent Complete
1	Gas Heat		1 Sq. Ft. 100%
1	Fireplace Heatilator - 8N		1 Sq. Ft. 100%
1	Garage (10.3) Area - 11M		440 Sq. Ft. 100%
1	First Story		960 Sq. Ft. 100%
1	Second Story		1400 Sq. Ft. 100%

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2026	No	0003	::	::
2025	Yes	0003	10.984	\$4991.12
2024	Yes	0003	11.306	\$4948.65

Recorded Documents

Date	Type	Recording Info (offsite link to DNR)
9/21/2022	WARRANTY DEED (ALL TYPES)	Palmer 2022-021958-0
11/5/2010	WARRANTY DEED (ALL TYPES)	Palmer 2010-022151-0
10/5/2010	QUITCLAIM DEED (ALL TYPE)	Palmer 2010-019738-0

Tax Account Status ²

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total ³	LID Exists
Current		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 No

Land and Miscellaneous

Gross Acreage	0.48	Taxable Acreage	0.48	Assembly District	002	Precinct	25-330	Fire Service Area	132 Greater Palmer Consol	Road Service Area	016 South Colony RSA
---------------	------	-----------------	------	-------------------	-----	----------	------------------------	-------------------	---------------------------	-------------------	----------------------

¹ Total Assessed is net of exemptions and deferrals, rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

Last Updated: 5/5/2026 5:00:00 PM

² If account is in foreclosure, payment must be in certified funds.

³ If you reside within the city limits of Palmer or Houston, your exemption amount may be different.



AFTER RECORDING, RETURN TO:

Justin Hamer
1175 N Angus Loop
Palmer, AK 99645

STA 1798239

WARRANTY DEED
A.S. 34.15.030

The Grantor, **LOUIS B. MARTINEZ, III, a married person, who acquired title as Louis B. Martinez, III**, whose address is 2356 Fairway Ter., Clovis, NM 88101, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to **JUSTIN HAMER, a married man**, Grantee, whose mailing address is 1175 N Angus Loop, Palmer, AK 99645, the following-described real estate:

Lot 1, Block 16, MOUNTAIN RANCH ESTATES 3, according to the official plat thereof, filed under Plat Number 2010-33, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

SUBJECT TO the minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.

FURTHER SUBJECT TO the reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.

FURTHER SUBJECT TO all matters shown on the plat filed under Plat No. 2010-33 located in the Palmer Recording District, Third Judicial District State of Alaska.

FURTHER SUBJECT TO the covenants, conditions and restrictions, including the terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restriction violates 42 USC 3604 (c), as contained in an instrument recorded June 9, 2010 as Instrument No. 2010-010718-0 and amended by instrument recorded September 8, 2010 as Instrument No. 2010-017658-0.


FURTHER SUBJECT TO the Summary of Building Inspections (PUR 102), including terms and conditions thereof recorded November 5, 2010 as Instrument No. 2010-022148-0.

FURTHER SUBJECT TO the Builders Certificate with regard to Alaska Building Energy Efficiency Standard (PUR 101), including terms and provisions thereof recorded November 5, 2010 as Instrument No. 2010-022149-0.

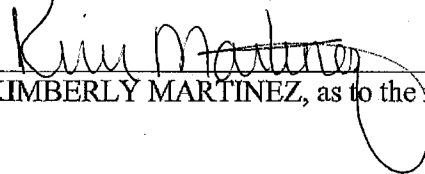
The Grantor and the Grantor's spouse have used the above-described real property as a family home, and said spouse hereby transfers and conveys any interests he may have, if any, as defined in A.S. 34.15.010, in the above-described real property.

DATED this 26th day of August, 2022.

GRANTOR:



LOUIS B. MARTINEZ, III



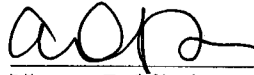
KIMBERLY MARTINEZ, as to the marital estate only



STATE OF NEW MEXICO)
)
COUNTY OF Curry) ss.

The foregoing instrument was acknowledged before me this 26 August, 2022, by **LOUIS B. MARTINEZ, III** and **KIMBERLY MARTINEZ**.

WITNESS my hand and official seal on the day and year in this certificate first above written.



Notary Public in and for New Mexico

My Commission Expires: 12 April 2023

STATE OF NEW MEXICO
NOTARY PUBLIC
ARTARA DANIELS
Commission No: 1125803
Commission Expires: April 12, 2023





Return To: Post Settlement, Navy Federal
Credit Union
P.O. Box 3340
Merrifield, VA 22119-3340

Recording District: Matanuska Susitna

2001172156

Deed of Trust

THIS DEED OF TRUST is made this 15th day of April, 2024, among the Trustor, JUSTIN HAMER AND KAITLYNN HAMER, HUSBAND AND WIFE (herein "*Borrower*"), Adam Fingerman (herein "*Trustee*"), and the Beneficiary, Navy Federal Credit Union, A Corporation, a corporation organized and existing under the laws of United States of America, whose address is 820 Follin Lane, SE, Vienna, VA 22180 (herein "*Lender*").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Matanuska Susitna Recording District: _____
Judicial District, State of Alaska: SITUATED IN THE COUNTY OF MATANUSKA SUSITNA AND STATE OF ALASKA. LOT 1, BLOCK 16, MOUNTAIN RANCH ESTATES 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 2010-33, RECORDS OF THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. BEING THE SAME PARCEL CONVEYED TO JUSTIN HAMER, A MARRIED MAN FROM LOUIS B. MARTINEZ, III, A MARRIED PERSON, WHO ACQUIRED TITLE AS LOUIS B. MARTINEZ, III, BY VIRTUE OF A DEED DATED 8/26/2022, RECORDED 9/21/2022, AS INSTRUMENT NO. 2022- 021958-0, COUNTY OF MATANUSKA SUSITNA, STATE OF ALASKA.

which has the address of 1175 N Angus Loop [Street] Palmer [City], Alaska 99645 [Zip Code] (herein "*Property Address*");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "*Property*;"

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated April 15, 2024 and extensions and renewals thereof (herein "*Note*"), in the principal sum of U.S. \$40,000.00, with interest thereon, providing for monthly installments of principal and interest, with the

balance of the indebtedness, if not sooner paid, due and payable on May 1, 2039; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "*Funds*") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the



Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.



Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions



of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and those remedies permitted by applicable law may be invoked. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice to the persons and in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner



prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of the sale of the Property pursuant to (i) the power of sale contained in this Deed of Trust or (ii) a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.



21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.


**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

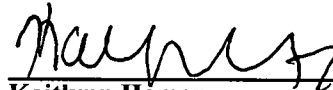
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed the Deed of Trust.

Signs as "Borrower solely for the purpose of waiving homestead rights.

Borrower


Justin Hamer 04/15/2024
Date
Seal


Kaitlynn Hamer 04/15/2024
Date
Seal



Acknowledgment

State of Alaska

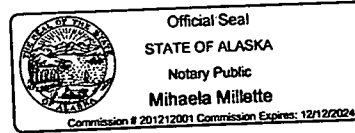
Judicial District/County/Municipality of Matanuska Susitna

The foregoing instrument was acknowledged before me this
15 day of APRIL, 2024 by
Justin Hamer

Mihaela Millette
Notary Public

MIHAELA MILLETTE
Notary Public Name

201212001
Serial Number



This notarial act was completed:

- In Person
- In Person Electronic
- Remote by Use of Communication Technology



Acknowledgment

State of Alaska

Judicial District/County/Municipality of Matanuska Susitna

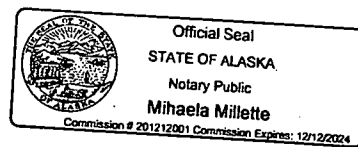
The foregoing instrument was acknowledged before me this

15 day of APRIL, 2024 by
Kaitlynn Hamer

Mihaela Millette
Notary Public

MIHAELA MILLETTE
Notary Public Name

201212001
Serial Number



This notarial act was completed:

- In Person
- In Person Electronic
- Remote by Use of Communication Technology

Loan Origination Organization: Navy Federal Credit Union

Loan Originator: Sarah Falta Mason

NMLS ID: 399807

NMLS ID: 1532504



VACATION RESOLUTION SERIAL NUMBER 2010-31-VAC
MATANUSKA-SUSITNA BOROUGH
PLATTING BOARD

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH PLATTING BOARD APPROVING THE VACATION OF ANY PUBLIC INTEREST IN THE PUBLIC USE EASEMENT RECORDED AS 2006-001572-0 AND RECORDED AS 2006-001573-0, RERECORDED AS 2006-017906-0, AND PUBLIC LAND ORDER (PLO) 601 FILED AUGUST 15, 1949, AMENDED BY PLO 757 FILED OCTOBER 19, 1951 AND AMENDED BY PLO 1613 FILED APRIL 10, 1958 IN THE FEDERAL REGISTER, ALL KNOWN AS E. CROWTHER ROAD CROSSING THE SE¼ NW¼ SECTION 9, TOWNSHIP 17 NORTH, RANGE 2 EAST, SEWARD MERIDIAN, ALASKA, LOCATED WITHIN THE PALMER RECORDING DISTRICT.

WHEREAS, Jess Hall petitioned the Platting Board of the Matanuska-Susitna Borough to vacate any public interest in the Public Use Easement recorded as 2006-001572-0 and recorded as 2006-001573-0, refiled as 2006-017906-0, and Public Land Order (PLO) 601 filed August 15, 1949, amended by PLO 757 filed October 19, 1951 and amended by PLO 1613 filed April 10, 1958 in the Federal Register, all known as E. Crowther Road crossing the SE¼ NW¼ Section 9, T17N, R2E, S.M., Alaska and replace it with a dedication over the existing road as shown on Plat 2010- 33 Palmer Recording District; and

WHEREAS, notice of public hearing for the vacation was published and notices sent to affected property owners not signing the petition; and

WHEREAS, the Platting Board heard testimony for or against the petition and considered the merits of the petition; and

WHEREAS, the petitioners are providing equal or better access to replace the portion being vacated; and

WHEREAS, the Platting Board approved the vacation of any public interest in the Public Use Easements and Public Land Orders subject to the approval of the Matanuska-Susitna Borough Assembly within 30 days of the written notification; and

WHEREAS, the Assembly offered no objection to the vacation.

NOW THEREFORE, BE IT RESOLVED that the Matanuska-Susitna Borough Platting Board resolves that any public interest in the portion of the Public Use Easement recorded as 2006-001572-0 and recorded as 2006-001573-0, refiled as 2006-017906-0, and Public Land Order (PLO) 601 filed August 15, 1949, amended by PLO 757 filed October 19, 1951 and amended by PLO 1613 filed April 10, 1958 in the Federal Register, all known as E. Crowther Road crossing the SE¼ NW¼ Section 9, T17N, R2E, S.M., Alaska is hereby vacated.

PASSED AND APPROVED by the Platting Board of the Matanuska-Susitna Borough on the 11th day of June, 2009.

Attest:

Date

5/25/10


MARILYN MCGUIRE
PLATTING CLERK
DIRECTOR


CHRISTINE NELSON
PLANNING AND LAND USE

ec

A
L
A
S
K
A

2010-010718-0

Recording Dist: 311 - Palmer

6/9/2010 9:59 AM Pages: 1 of 18



DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOUNTAIN RANCH ESTATES 3

AFTER RECORDING, RETURN TO:

Law Offices of James H. McCollum, LLC
510 L Street, Suite 740
Anchorage, Alaska 99501-1959

TABLE OF CONTENTS

ARTICLE I – SUBMISSION: DEFINED TERMS 1

 Section 1.01. Submission of Real Estate 1

 Section 1.02. Defined Terms 1

 Section 1.02.1. Declarant 1

 Section 1.02.2. Declaration 1

 Section 1.02.3. Developer 1

 Section 1.02.4. Documents 1

 Section 1.02.5. Eligible Insurer 1

 Section 1.02.6. Improvements 1

 Section 1.02.7. Lot 1

 Section 1.02.8. Lot Owner 2

 Section 1.02.9. No Homeowners Association 2

 Section 1.02.10. Person 2

 Section 1.02.11. Property 2

 Section 1.02.12. Security Interest 2

ARTICLE II – DESCRIPTION OF REAL ESTATE 2

 Section 2.01. Real Estate 2

ARTICLE III – RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY 2

 Section 3.01. Use and Occupancy Restrictions 2

 Section 3.02. Lot Use and Dwelling Type 2

 Section 3.03. No Lot Division 3

 Section 3.04. Signs 3

 Section 3.05. Dwelling Location 4

 Section 3.06. Landscaping 4

 Section 3.07. Fences and Sight Distances at Intersections 4

 Section 3.08. Nuisance 4

 Section 3.09. Temporary Structures 4

 Section 3.10. Inoperable Vehicles 5

 Section 3.11. Animals 5

 Section 3.12. Sewage 5

 Section 3.13. Refuse 5

 Section 3.14. Oil and Mineral Rights 5

 Section 3.15. Antennae and Satellite Dishes 6

 Section 3.16. Drainage 7

 Section 3.17. Maintenance 7

 Section 3.18. Rental 7

 Section 3.19. Fire Protection Measures 7

 Section 3.20. Derogation of Laws 7



ARTICLE IV – GENERAL ARCHITECTURAL RESTRICTIONS 8
 Section 4.01. Scope of Review 8

ARTICLE V - AMENDMENTS 8
 Section 5.01. General 8

ARTICLE VI – GENERAL PROVISIONS 9
 Section 6.01. Enforcement 9
 Section 6.02. Severability 9
 Section 6.03. Term 9
 Section 6.04. Waiver 9
 Section 6.05. Failure by Lot Owner to Comply 9
 Section 6.06. Homeowners Association 10

ARTICLE VII – MISCELLANEOUS PROVISIONS 10
 MISCELLANEOUS PROVISIONS 10
 Section 7.01. Captions 10
 Section 7.02. Effective Date 10



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

MOUNTAIN RANCH ESTATES 3

**ARTICLE I
SUBMISSION: DEFINED TERMS**

Section 1.01. Submission of Real Estate

Jess Hall, whose address is P.O. Box 1987 Palmer, Alaska 99645 ("Declarant"), owner in fee simple of the real estate more particularly described in **Schedule A-1** located in the Palmer Recording District, Third Judicial District, State of Alaska, hereby declares that all the property described in Schedule A-1 shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 1.02. Defined Terms. The following words and phrases shall have the following meanings:

Section 1.02.1. Declarant. Jess Hall and his successors and assigns

Section 1.02.2. Declaration. This document including any amendments.

Section 1.02.3. Developer. Jess Hall and his successors and assigns

Section 1.02.4. Documents. This Declaration and any amendments, any exhibits, schedules or certifications accompany the Declaration.

Section 1.02.5. Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified a Lot Owner in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Lot.

Section 1.02.6. Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the Lots, including but not limited to, trees and shrubbery planted by the Declarant or individual Lot Owners.

Section 1.02.7. Lot. A platted lot in Mountain Ranch Estates 3, Plat No. 2010-33, records of the Palmer Recording District.



Section 1.02.8. Lot Owner. The Declarant or other Person who owns a Lot including contract sellers, their legal representatives, heirs, successors or assigns. Lot Owner does not include a Person having an interest in a Lot solely as security for an obligation. Lot Owners shall include condominium unit owners.

Section 1.02.9. Homeowners Association. At the date of this Declaration there is no Homeowners Association for the benefit of all Lot Owners.

Section 1.02.10. Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.02.11. Property. The land described in Schedule A-1, all Improvements, rights and appurtenances, which have been submitted to the provisions of this Declaration.

Section 1.02.12. Security Interest. An interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

ARTICLE II

DESCRIPTION OF REAL ESTATE

Section 2.01. Real Estate

The Property is located in the Palmer Recording District, Third Judicial District, State of Alaska. The legal description of the property is described in **Schedule A-1**.

ARTICLE III

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 3.01. Use and Occupancy Restrictions

The following use restrictions apply to all Lots in Mountain Ranch Estates 3

Section 3.02. Lot Use and Dwelling Type

One detached single-family residential dwelling is permitted on each Lot in Mountain Ranch 3. Professional or business uses may be conducted in a dwelling provided that the uses are incidental to the use of the dwelling for residential purposes. Non-residential



activities shall comply with governmental regulations addressing home occupations. No signs may indicate in any way that a nonresidential activity is being conducted. No Lot may be used for bed and breakfast, transient, hotel or motel purposes.

No dwelling or structure shall be erected, altered, placed or permitted to remain on any Lot other than the following structures, which shall be subject to Article IV "General Architectural Restrictions" and all other terms and provisions of this Declaration:

1. Minimum living area shall be 860 square feet. Each dwelling shall have siding. At least one side of each dwelling shall be finished with siding which is of a grade superior than T1-11.
2. Each dwelling may have a shed, garage or both, the structure, color and architectural appearance of which shall complement the structure and architectural appearance of the dwelling. The height of a shed or garage structure is restricted to one-story in height.
3. A greenhouse, garden/tool shed, children's playhouse, doghouse/dog-pen or like structure. No more than two (2) such structures are permitted in the rear yard of a dwelling. Each structure shall not exceed two hundred (200) square feet in area or one story in height.
4. Retaining walls.
5. Fences, gates, and associated structures are restricted to six (6) feet in height.
6. A driveway which shall be either paved or surfaced in D-1 rock, or $\frac{3}{4}$ minus gravel.

Section 3.03. No Lot Division

No lot or lots in the Mountain Ranch Estates 3 shall be re-subdivided.

Section 3.04. Signs

No sign or billboard of any kind shall be displayed to the public view on any portion of the Mountain Ranch Estates 3 except such signs as may be used by the Declarant or its sales agents in connection with the development of the Property and sale of the Lot, provided, however, that a Lot owner may display on his Lot, a sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards as to the size, color, shape or other qualification for permitted signs. Additionally, there may be two signs or



monuments located near road entrances to the Property prominently and tastefully identifying Mountain Ranch Estates 3.

Section 3.05. Dwelling Location

Each dwelling shall conform to all State of Alaska and Matanuska Susitna Borough setback requirements. Structures listed in Section 3.02 (5) above shall be located within the rear yard area of each Lot.

Section 3.06. Landscaping

All lots shall be landscaped; lawns shall be seeded beginning the first full growing season after commencement of construction and shall be continuously maintained. No excavation, grading, trenching, clearing, cutting, filling, building or disturbance to the soil any sort shall be made to the topography of any lot that causes a change in the natural drainage. No owner shall be permitted to clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as the maximum natural beauty and aesthetic value provide by trees is retained.

Section 3.07. Fences and Sight Distances at Intersections

No fence of any kind may be installed in violation of any State statute, City Ordinance or Borough regulation presently enacted or as may be hereafter amended. No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2 ft) and six feet (6 ft) above the roadways shall be placed or permitted to remain on any corner lot within ten feet (10 ft) of the property line extending back twenty-five feet (25 ft) from the corner. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is continuously maintained at sufficient height to prevent obstructions of such sight lines.

Section 3.08. Nuisance

No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective Lot.

Section 3.09. Temporary Structures

No structure of a temporary character, trailer, mobile homes, Quonset huts, lean-tos, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Lot at any time, either temporarily or permanently. This provision does not include storage for equipment and material during the construction period.



Section 3.10. Inoperable Vehicles

No inoperable vehicle shall be parked upon any lot or easement adjacent to any lot in the Property. A vehicle temporarily inoperable and held for repair by the owner or under the owner's direction for a period not to exceed sixty (60) days (subject to availability of parts) shall not be considered a violation of this provision.

Section 3.11. Animals

No animals, sled dogs, livestock or poultry of any kind, shall be raised, bred or kept upon the Property, except that dogs, cats or other household pets may be kept on the Property, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonably large numbers. In no case shall there be more than two (2) dogs or two (2) cats allowed in or about any Lot. Notwithstanding the foregoing, no animals or fowl may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Property except within a Lot.

Section 3.12. Sewage

No individual sewage or septic disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation and/or Matanuska-Susitna Borough and/or State Alaska Department of Health or any other authority that may have jurisdiction at the time of installation of such system.

Section 3.13. Refuse

Refuse, trash, garbage or other waste shall be disposed of only by depositing same in sanitary covered containers and shall be disposed of on a regular basis. No lot shall be used for or maintained as a dumping ground for refuse. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

Section 3.14. Oil and Mineral Rights

No oil drilling, oil development operations, oil refining, gravel pits, quarrying, or mining operations of any kind shall be permitted upon or in the Property nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property. This provision does not include gravel excavation during the period of the time the Property is undergoing development.



Section 3.15. Antennae and Satellite Dishes

(i) The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.

(ii) Acceptable Locations. Subject to the requirements contained in Section 3.15(i) above, satellite dishes and antennas shall be installed in the following locations (listed in decreasing order of preference).

(A) Inside the dwelling structure.

(B) On the dwelling roof.

(C) Within the yard area.

(iii) Satellite and Antennae Location. Satellite dishes and antennas shall not encroach beyond the Lot boundary line.

(iv) Satellite Wiring. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the dwelling. No loose sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner.

(vi) Color. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match siding color of the dwelling.

(vii) Safety and Non-interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Lots.

(viii) Maintenance. Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

Section 3.16. Drainage

The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales or storm drains is not permitted. No structures, plantings or other materials shall be placed or permitted to remain which may damage, interfere with or significantly change the direction of flow of drainage channels.



Section 3.17. Maintenance

Improvements shall be maintained at all times in a good workmanlike manner in substantially the same condition as when first constructed. No Improvement shall be permitted to fall into disrepair or to become unsightly. Maintenance of improvements and fences shall be done before there is noticeable fading, cracking, blistering or loss of finish on any surface.

Section 3.18. Rental

Dwellings may be rented by the Owner, provided that the Owner ensures that the tenants comply fully with each and every relevant Restriction, in the same manner as if said tenants were the record owners of the Lot.

Section 3.19. Fire Protection Measures

To reduce the likelihood of wildfire, it is recommended that all Lot Owners should take the following steps:

- (a) Remove leaves, needles and other combustibles from roofs, gutters and underneath decks at least every spring.
- (b) From June 15 to October 15 annually, ensure there are no piles of brush, tree trimmings, wood scraps or other combustibles anywhere on the Lot.
- (c) Trees over twenty feet (20') in height shall be trimmed of branches less than six feet (6') from the ground, to prevent such branches acting as a ladder carrying fire into the crown of a tree.
- (d) Do not store combustible materials under decks.

Section 3.20. Derogation of Laws

All Owners and occupants of Lots and any guests shall comply with all applicable city, borough, state and federal laws and regulations. In case of conflict with said laws and regulations, and this Declaration, the more restrictive of the two shall control. Provided, however that this Declaration shall not be construed to require violation of any applicable law or regulation.

[INTENTIONALLY LEFT BLANK]



ARTICLE IV
GENERAL ARCHITECTURAL RESTRICTIONS

Section 4.01. Scope of Review

The Declarant shall be the initial and sole authority on Architectural Restrictions until such time the Declarant no longer has any Lots or construction projects remaining in the Property. In order to preserve the value, attractiveness, livability and desirability of Mountain Ranch Estates 3, certain subjective qualities must be controlled such as exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed improvements with topography of Mountain Ranch Estates 3. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual lot owners. Therefore the Declarant shall review these subjective aspects of proposed improvements, as generally described above, and shall use his judgment to determine whether or not said Improvements are consistent with the value, attractiveness, livability and desirability of Mountain Ranch Estates 3. The Declarant may in his sole and absolute discretion, withhold or condition his approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The Declarant may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the Declarant shall not relieve the Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration.

ARTICLE V
AMENDMENTS

Section 5.01. General

This Declaration may be amended only by vote or agreement of sixty-seven percent (67%) of the Lot Owners. Any such amendment shall be recorded and shall contain the certification therein that the Lot Owners have voted in favor of the same in accordance with the Declaration. Any such amendment shall further be signed by the Lot Owners voting in favor thereof. Neither the Association (if an Association has been formed) nor any Lot Owner may take any action or adopt any rule that will interfere with or diminish any rights afforded the Declarant without the prior written consent of the Declarant, until such time as the Declarant no longer owns any Lot or any security interest in any Unit. Earlier termination of certain rights may occur by statute.

[INTENTIONALLY LEFT BLANK]



ARTICLE VI
GENERAL PROVISIONS

Section 6.01. Enforcement

This Declaration shall inure to the benefit of and be enforceable by the record Lot Owner or Lot Owners in Mountain Ranch 3, and the legal representatives, heirs, successors or assigns of owners of interests in any such land. Lot Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration.

Section 6.02. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 6.03. Term

The covenants and restrictions in this Declaration shall run with and bind the land for a term of thirty-five (35) years, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions in this Declaration shall bind all parties having any right, title or interest in any part thereof, and their heirs, successors and assigns. This Declaration shall inure to the benefit of, and be enforceable by, the record Lot Owner or Owners, including the Declarant, their legal representatives, heirs, successors or assigns.

Section 6.04. Waiver

A failure by any Lot Owner to enforce any covenant or restriction 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 against any Lot owners or the Declarant.

Section 6.05. Failure by Lot Owner to Comply

Failure by any Lot Owner to comply with any covenant or restriction herein contained shall give rise to a cause of action by any aggrieved Lot Owner for the recovery of damages or for injunctive relief or both.

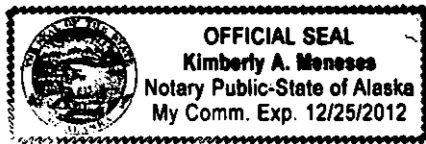
[INTENTIONALLY LEFT BLANK]



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9 day of June, 2010, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **JESS HALL**, known to me to be the individual who executed the foregoing document.

WITNESS my hand and notary seal the day and year first hereinabove written.



Kimberly A. Meneses

Notary Public in and for Alaska
My commission expires: 12-25-2012

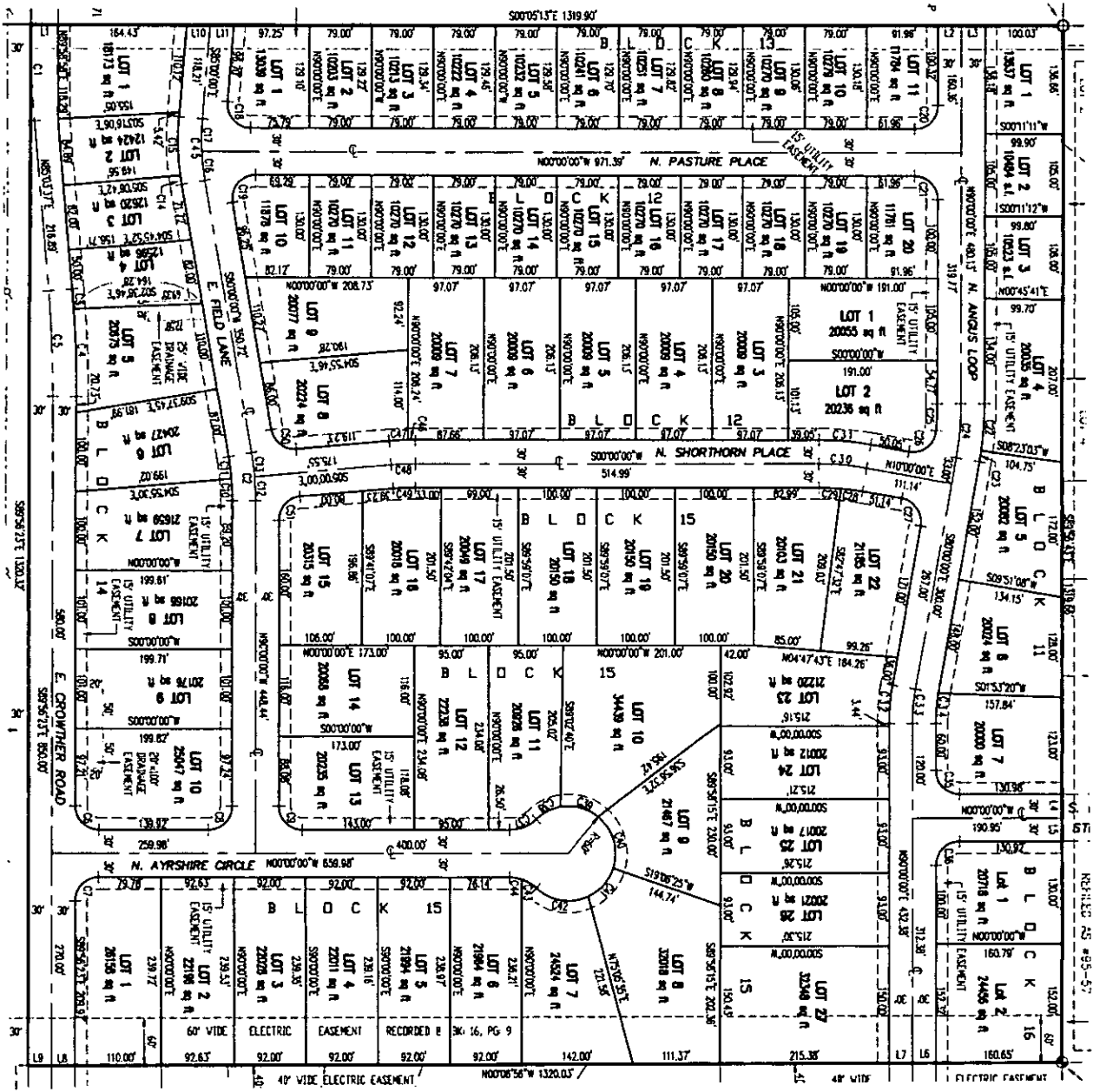
Please place Notary Seal above this line. Signatures and Seal shall not encroach into 1" perimeter margins.



SCHEDULE A-1
DESCRIPTION OF LAND

Lots 1-7, Block 11; Lots 1-20, Block 12; Lots 1-11, Block 13; Lots 1-10, Block 14, Lots 1-27, Block 15; Lots 1 and 2, Block 16, MOUNTAIN RANCH ESTATES 3, according to Plat No. 2010-33, records of the Palmer Recording District, Third Judicial District, State of Alaska.





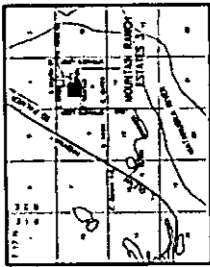
SCHEDULE A-2
PLAT

Plat No. 2010-33

Serial Recording No. 2010-009906-0

PALMER RECORDING DISTRICT

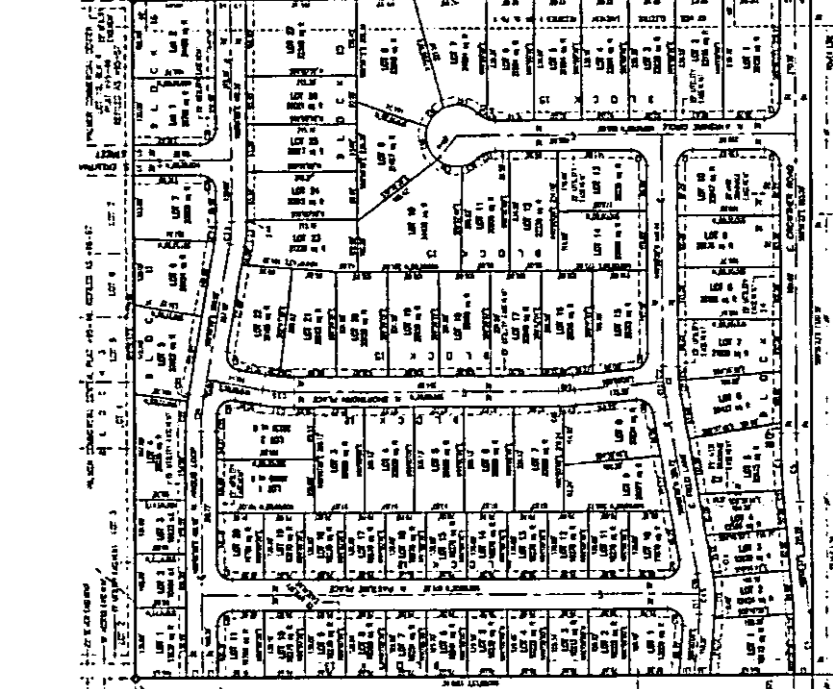
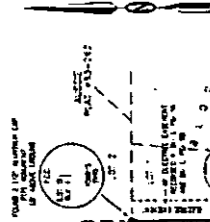




DISCLAIMER

LOT	ACRES	OWNER	REMARKS
1	0.10	...	...
2	0.10	...	...
3	0.10	...	...
4	0.10	...	...
5	0.10	...	...
6	0.10	...	...
7	0.10	...	...
8	0.10	...	...
9	0.10	...	...
10	0.10	...	...
11	0.10	...	...
12	0.10	...	...
13	0.10	...	...
14	0.10	...	...
15	0.10	...	...
16	0.10	...	...
17	0.10	...	...
18	0.10	...	...
19	0.10	...	...
20	0.10	...	...
21	0.10	...	...
22	0.10	...	...
23	0.10	...	...
24	0.10	...	...
25	0.10	...	...
26	0.10	...	...
27	0.10	...	...
28	0.10	...	...
29	0.10	...	...
30	0.10	...	...
31	0.10	...	...
32	0.10	...	...
33	0.10	...	...
34	0.10	...	...
35	0.10	...	...
36	0.10	...	...
37	0.10	...	...
38	0.10	...	...
39	0.10	...	...
40	0.10	...	...
41	0.10	...	...
42	0.10	...	...
43	0.10	...	...
44	0.10	...	...
45	0.10	...	...
46	0.10	...	...
47	0.10	...	...
48	0.10	...	...
49	0.10	...	...
50	0.10	...	...
51	0.10	...	...
52	0.10	...	...
53	0.10	...	...
54	0.10	...	...
55	0.10	...	...
56	0.10	...	...
57	0.10	...	...
58	0.10	...	...
59	0.10	...	...
60	0.10	...	...
61	0.10	...	...
62	0.10	...	...
63	0.10	...	...
64	0.10	...	...
65	0.10	...	...
66	0.10	...	...
67	0.10	...	...
68	0.10	...	...
69	0.10	...	...
70	0.10	...	...
71	0.10	...	...
72	0.10	...	...
73	0.10	...	...
74	0.10	...	...
75	0.10	...	...
76	0.10	...	...
77	0.10	...	...
78	0.10	...	...
79	0.10	...	...
80	0.10	...	...
81	0.10	...	...
82	0.10	...	...
83	0.10	...	...
84	0.10	...	...
85	0.10	...	...
86	0.10	...	...
87	0.10	...	...
88	0.10	...	...
89	0.10	...	...
90	0.10	...	...
91	0.10	...	...
92	0.10	...	...
93	0.10	...	...
94	0.10	...	...
95	0.10	...	...
96	0.10	...	...
97	0.10	...	...
98	0.10	...	...
99	0.10	...	...
100	0.10	...	...

A DALE
MOUNTAIN RANCH ESTATES 3
 A SUBDIVISION OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 BEING PART OF THE PALMER RECORDING DISTRICT
 COUNTY OF ALABAMA, STATE OF ALABAMA
 KEystone SURVEYING
 10000 N. GULF SHORE BLVD., SUITE 100
 MOBILE, ALABAMA 36688
 DATE: 5-1-10
 BY: [Signature]



ALABAMA
KEystone SURVEYING
 10000 N. GULF SHORE BLVD., SUITE 100
 MOBILE, ALABAMA 36688
 DATE: 5-1-10
 BY: [Signature]

GENERAL OF CONGRESS & MICHIGAN
 5-1-10
 [Signature]
 [Signature]



GENERAL OF CONGRESS & MICHIGAN
 5-1-10
 [Signature]
 [Signature]

STATE OF ALABAMA
James A. Lee
 Surveyor
 [Signature]

GENERAL OF CONGRESS & MICHIGAN
 5-1-10
 [Signature]
 [Signature]

STATE OF ALABAMA
James A. Lee
 Surveyor
 [Signature]

GENERAL OF CONGRESS & MICHIGAN
 5-1-10
 [Signature]
 [Signature]

STATE OF ALABAMA
James A. Lee
 Surveyor
 [Signature]

LEGEND

SYMBOL	DESCRIPTION
1/4" = 1' (ALL LOTS)	1/4" = 1' (ALL LOTS)
1/8" = 1' (ALL LOTS)	1/8" = 1' (ALL LOTS)
1/16" = 1' (ALL LOTS)	1/16" = 1' (ALL LOTS)
1/32" = 1' (ALL LOTS)	1/32" = 1' (ALL LOTS)
1/64" = 1' (ALL LOTS)	1/64" = 1' (ALL LOTS)
1/128" = 1' (ALL LOTS)	1/128" = 1' (ALL LOTS)
1/256" = 1' (ALL LOTS)	1/256" = 1' (ALL LOTS)
1/512" = 1' (ALL LOTS)	1/512" = 1' (ALL LOTS)
1/1024" = 1' (ALL LOTS)	1/1024" = 1' (ALL LOTS)
1/2048" = 1' (ALL LOTS)	1/2048" = 1' (ALL LOTS)
1/4096" = 1' (ALL LOTS)	1/4096" = 1' (ALL LOTS)
1/8192" = 1' (ALL LOTS)	1/8192" = 1' (ALL LOTS)
1/16384" = 1' (ALL LOTS)	1/16384" = 1' (ALL LOTS)
1/32768" = 1' (ALL LOTS)	1/32768" = 1' (ALL LOTS)
1/65536" = 1' (ALL LOTS)	1/65536" = 1' (ALL LOTS)
1/131072" = 1' (ALL LOTS)	1/131072" = 1' (ALL LOTS)
1/262144" = 1' (ALL LOTS)	1/262144" = 1' (ALL LOTS)
1/524288" = 1' (ALL LOTS)	1/524288" = 1' (ALL LOTS)
1/1048576" = 1' (ALL LOTS)	1/1048576" = 1' (ALL LOTS)
1/2097152" = 1' (ALL LOTS)	1/2097152" = 1' (ALL LOTS)
1/4194304" = 1' (ALL LOTS)	1/4194304" = 1' (ALL LOTS)
1/8388608" = 1' (ALL LOTS)	1/8388608" = 1' (ALL LOTS)
1/16777216" = 1' (ALL LOTS)	1/16777216" = 1' (ALL LOTS)
1/33554432" = 1' (ALL LOTS)	1/33554432" = 1' (ALL LOTS)
1/67108864" = 1' (ALL LOTS)	1/67108864" = 1' (ALL LOTS)
1/134217728" = 1' (ALL LOTS)	1/134217728" = 1' (ALL LOTS)
1/268435456" = 1' (ALL LOTS)	1/268435456" = 1' (ALL LOTS)
1/536870912" = 1' (ALL LOTS)	1/536870912" = 1' (ALL LOTS)
1/1073741824" = 1' (ALL LOTS)	1/1073741824" = 1' (ALL LOTS)
1/2147483648" = 1' (ALL LOTS)	1/2147483648" = 1' (ALL LOTS)
1/4294967296" = 1' (ALL LOTS)	1/4294967296" = 1' (ALL LOTS)
1/8589934592" = 1' (ALL LOTS)	1/8589934592" = 1' (ALL LOTS)
1/17179869184" = 1' (ALL LOTS)	1/17179869184" = 1' (ALL LOTS)
1/34359738368" = 1' (ALL LOTS)	1/34359738368" = 1' (ALL LOTS)
1/68719476736" = 1' (ALL LOTS)	1/68719476736" = 1' (ALL LOTS)
1/137438953472" = 1' (ALL LOTS)	1/137438953472" = 1' (ALL LOTS)
1/274877906944" = 1' (ALL LOTS)	1/274877906944" = 1' (ALL LOTS)
1/549755813888" = 1' (ALL LOTS)	1/549755813888" = 1' (ALL LOTS)
1/1099511627776" = 1' (ALL LOTS)	1/1099511627776" = 1' (ALL LOTS)
1/2199023255552" = 1' (ALL LOTS)	1/2199023255552" = 1' (ALL LOTS)
1/4398046511104" = 1' (ALL LOTS)	1/4398046511104" = 1' (ALL LOTS)
1/8796093022208" = 1' (ALL LOTS)	1/8796093022208" = 1' (ALL LOTS)
1/17592186044416" = 1' (ALL LOTS)	1/17592186044416" = 1' (ALL LOTS)
1/35184372088832" = 1' (ALL LOTS)	1/35184372088832" = 1' (ALL LOTS)
1/70368744177664" = 1' (ALL LOTS)	1/70368744177664" = 1' (ALL LOTS)
1/140737488355328" = 1' (ALL LOTS)	1/140737488355328" = 1' (ALL LOTS)
1/281474976710656" = 1' (ALL LOTS)	1/281474976710656" = 1' (ALL LOTS)
1/562949953421312" = 1' (ALL LOTS)	1/562949953421312" = 1' (ALL LOTS)
1/1125899906842624" = 1' (ALL LOTS)	1/1125899906842624" = 1' (ALL LOTS)
1/2251799813685248" = 1' (ALL LOTS)	1/2251799813685248" = 1' (ALL LOTS)
1/4503599627370496" = 1' (ALL LOTS)	1/4503599627370496" = 1' (ALL LOTS)
1/9007199254740992" = 1' (ALL LOTS)	1/9007199254740992" = 1' (ALL LOTS)
1/18014398509481984" = 1' (ALL LOTS)	1/18014398509481984" = 1' (ALL LOTS)
1/36028797018963968" = 1' (ALL LOTS)	1/36028797018963968" = 1' (ALL LOTS)
1/72057594037927936" = 1' (ALL LOTS)	1/72057594037927936" = 1' (ALL LOTS)
1/144115188075855872" = 1' (ALL LOTS)	1/144115188075855872" = 1' (ALL LOTS)
1/288230376151711744" = 1' (ALL LOTS)	1/288230376151711744" = 1' (ALL LOTS)
1/576460752303423488" = 1' (ALL LOTS)	1/576460752303423488" = 1' (ALL LOTS)
1/1152921504606846976" = 1' (ALL LOTS)	1/1152921504606846976" = 1' (ALL LOTS)
1/2305843009213693952" = 1' (ALL LOTS)	1/2305843009213693952" = 1' (ALL LOTS)
1/4611686018427387904" = 1' (ALL LOTS)	1/4611686018427387904" = 1' (ALL LOTS)
1/9223372036854775808" = 1' (ALL LOTS)	1/9223372036854775808" = 1' (ALL LOTS)
1/18446744073709551616" = 1' (ALL LOTS)	1/18446744073709551616" = 1' (ALL LOTS)
1/36893488147419103232" = 1' (ALL LOTS)	1/36893488147419103232" = 1' (ALL LOTS)
1/73786976294838206464" = 1' (ALL LOTS)	1/73786976294838206464" = 1' (ALL LOTS)
1/147573952593676412928" = 1' (ALL LOTS)	1/147573952593676412928" = 1' (ALL LOTS)
1/295147905187352825856" = 1' (ALL LOTS)	1/295147905187352825856" = 1' (ALL LOTS)
1/590295810374705651712" = 1' (ALL LOTS)	1/590295810374705651712" = 1' (ALL LOTS)
1/1180591620749411303424" = 1' (ALL LOTS)	1/1180591620749411303424" = 1' (ALL LOTS)
1/2361183241498822606848" = 1' (ALL LOTS)	1/2361183241498822606848" = 1' (ALL LOTS)
1/4722366482997645213696" = 1' (ALL LOTS)	1/4722366482997645213696" = 1' (ALL LOTS)
1/9444732965995290427392" = 1' (ALL LOTS)	1/9444732965995290427392" = 1' (ALL LOTS)
1/18889465931990580854784" = 1' (ALL LOTS)	1/18889465931990580854784" = 1' (ALL LOTS)
1/37778931863981161709568" = 1' (ALL LOTS)	1/37778931863981161709568" = 1' (ALL LOTS)
1/75557863727962323419136" = 1' (ALL LOTS)	1/75557863727962323419136" = 1' (ALL LOTS)
1/151115727455924646838272" = 1' (ALL LOTS)	1/151115727455924646838272" = 1' (ALL LOTS)
1/302231454911849293676544" = 1' (ALL LOTS)	1/302231454911849293676544" = 1' (ALL LOTS)
1/604462909823698587353088" = 1' (ALL LOTS)	1/604462909823698587353088" = 1' (ALL LOTS)
1/1208925819647397174706176" = 1' (ALL LOTS)	1/1208925819647397174706176" = 1' (ALL LOTS)
1/2417851639294794349412352" = 1' (ALL LOTS)	1/2417851639294794349412352" = 1' (ALL LOTS)
1/4835703278589588698824704" = 1' (ALL LOTS)	1/4835703278589588698824704" = 1' (ALL LOTS)
1/9671406557179177397649408" = 1' (ALL LOTS)	1/9671406557179177397649408" = 1' (ALL LOTS)
1/19342813114358354795298816" = 1' (ALL LOTS)	1/19342813114358354795298816" = 1' (ALL LOTS)
1/38685626228716709590597632" = 1' (ALL LOTS)	1/38685626228716709590597632" = 1' (ALL LOTS)
1/77371252457433419181195264" = 1' (ALL LOTS)	1/77371252457433419181195264" = 1' (ALL LOTS)
1/154742504914866838362390528" = 1' (ALL LOTS)	1/154742504914866838362390528" = 1' (ALL LOTS)
1/309485009829733676724781152" = 1' (ALL LOTS)	1/309485009829733676724781152" = 1' (ALL LOTS)
1/618970019659467353449562304" = 1' (ALL LOTS)	1/618970019659467353449562304" = 1' (ALL LOTS)
1/1237940039318934706899124608" = 1' (ALL LOTS)	1/1237940039318934706899124608" = 1' (ALL LOTS)
1/2475880078637869413798249216" = 1' (ALL LOTS)	1/2475880078637869413798249216" = 1' (ALL LOTS)
1/4951760157275738827596498432" = 1' (ALL LOTS)	1/4951760157275738827596498432" = 1' (ALL LOTS)
1/9903520314551477655192996864" = 1' (ALL LOTS)	1/9903520314551477655192996864" = 1' (ALL LOTS)
1/19807040629102953110385993728" = 1' (ALL LOTS)	1/19807040629102953110385993728" = 1' (ALL LOTS)
1/39614081258205906220771987456" = 1' (ALL LOTS)	1/39614081258205906220771987456" = 1' (ALL LOTS)
1/79228162516411812441543974912" = 1' (ALL LOTS)	1/79228162516411812441543974912" = 1' (ALL LOTS)
1/15845632503282362488308753824" = 1' (ALL LOTS)	1/15845632503282362488308753824" = 1' (ALL LOTS)
1/31691265006564724976617507648" = 1' (ALL LOTS)	1/31691265006564724976617507648" = 1' (ALL LOTS)
1/63382530013129449953235015296" = 1' (ALL LOTS)	1/63382530013129449953235015296" = 1' (ALL LOTS)
1/126765060026258899806470030592" = 1' (ALL LOTS)	1/126765060026258899806470030592" = 1' (ALL LOTS)
1/253530120052517799612940061184" = 1' (ALL LOTS)	1/253530120052517799612940061184" = 1' (ALL LOTS)
1/507060240105035599225880122368" = 1' (ALL LOTS)	1/507060240105035599225880122368" = 1' (ALL LOTS)
1/1014120480210071198451760244736" = 1' (ALL LOTS)	1/1014120480210071198451760244736" = 1' (ALL LOTS)
1/2028240960420142396903520489472" = 1' (ALL LOTS)	1/2028240960420142396903520489472" = 1' (ALL LOTS)
1/4056481920840284793807040978944" = 1' (ALL LOTS)	1/4056481920840284793807040978944" = 1' (ALL LOTS)
1/8112963841680569587614081957888" = 1' (ALL LOTS)	1/8112963841680569587614081957888" = 1' (ALL LOTS)
1/16225927683361139152228139157776" = 1' (ALL LOTS)	1/16225927683361139152228139157776" = 1' (ALL LOTS)
1/32451855366722278304456278315552" = 1' (ALL LOTS)	1/32451855366722278304456278315552" = 1' (ALL LOTS)
1/64903710733444556608912556631104" = 1' (ALL LOTS)	1/64903710733444556608912556631104" = 1' (ALL LOTS)
1/129807421468889113217825113262208" = 1' (ALL LOTS)	1/129807421468889113217825113262208" = 1' (ALL LOTS)
1/25961484293777822635565022532	

CC

A
L
A
S
K
A

2010-017658-0

Recording Dist: 311 - Palmer

9/8/2010 3:00 PM Pages: 1 of 3



AMENDMENT NO. 1 TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOUNTAIN RANCH ESTATES 3
AN AMENDMENT RESTRICTING WIND TURBINES
AND WIND ENERGY SYSTEMS
PALMER RECORDING DISTRICT

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Suite 740
Anchorage, Alaska 99501-1959

AMENDMENT NO 1. TO

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOUNTAIN RANCH ESTATES 3

AN AMENDMENT RESTRICTING WIND TURBINES
AND WIND ENERGY SYSTEMS

Jess Hall, a married person, whose mailing address is P. O. Box 1987, Palmer, Alaska 99645, "Declarant" under that certain Declaration for Covenants, Conditions and Restrictions for Mountain Ranch Estates 3, dated June 9, 2010, and recorded on the 9th of June, 201-, under Serial No. 2010-010718-0, in the Palmer Recording District, Third Judicial District, State of Alaska, ("Declaration") and Jess Hall as the Owner of one hundred percent (100%) of the Lots in Mountain Ranch Estates 3 pursuant to the right to amend the Declarant reserved in Article V of the Declaration, do hereby amend the Declaration adding the following restrictions to the Property.

WHEREAS, the Declarant and Jess Hall as the owner of one hundred percent (100%) of the Lots in Mountain Ranch Estates 3, desires to restrict residential wind turbines on the Property.

NOW, THEREFORE, the Declaration is hereby amended as follows:

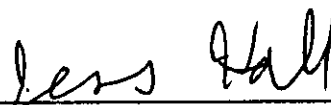
ARTICLE 1. The following Section 3.21 shall be added to the Article III of the Declaration:

Section 3.21. No Wind Turbines

The use of wind turbines and towers, wind turbine generators and wind energy systems is prohibited on the Property.

ARTICLE 2. All other terms and conditions of the Declaration shall remain the same.

DECLARANT: JESS HALL



Jess Hall



