



# stewart title®

Property Profile Report

06/25/2025

4001 S Vine Rd, Wasilla

Prepared by:

Christi Erwin

Stewart Title of Alaska

2002 E Bogard Road, Ste A

Wasilla AK 99654

Mobile (907) 354-5186

[christi.erwin@stewart.com](mailto:christi.erwin@stewart.com)

Prepared for:

Jeremiah Benson

Signature Real Estate

1174 Leatherleaf Loop, Ste A

Wasilla AK 99654

Report Provided by:

Stewart Title

2002 E Bogard Road, Ste A

Wasilla AK 99654

(907)376-2220 Main

[www.stewart.com/wasilla](http://www.stewart.com/wasilla)

- |                                     |                             |                                     |  |
|-------------------------------------|-----------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b>Tax Report</b>           | <input checked="" type="checkbox"/> | <b>CCR</b>                                     |
| <input type="checkbox"/>            | <b>BEES Certificate</b>     | <input checked="" type="checkbox"/> | <b>No As-Built</b>                             |
| <input type="checkbox"/>            | <b>Summary of Bldg Insp</b> | <input type="checkbox"/>            | <b>As-Built Attached</b>                       |
| <input checked="" type="checkbox"/> | <b>Vesting Deed</b>         | <input type="checkbox"/>            | <b>As-Built Requested/Will forward if rcvd</b> |
| <input type="checkbox"/>            | <b>Deed of Trust</b>        | <input type="checkbox"/>            | <b>Other - Party Wall Agreement</b>            |
| <input checked="" type="checkbox"/> | <b>Plat Map</b>             | <input type="checkbox"/>            | <b>Notice of Default</b>                       |

## Disclaimer

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

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



# MATANUSKA-SUSITNA BOROUGH

## Real Property Detail for Account: 56419B01L020

The Mat-Su Borough is upgrading it's Assessment system, this data is static as of June 9.

**Site Information**

Account Number	56419B01L020	Subdivision	BIRCH HAR EST #1
Parcel ID	72238	City	None
TRS	S17N02W26	Map HO16	Tax Map
Abbreviated Description (Not for Conveyance)	BIRCH HAR EST #1 BLOCK 1 LOT 20		

Site Address 4001 S Vine Rd

**Ownership**

Owners	VANG ROGER TENG	Buyers	
Primary Owner's Address	#A 1301 W MYSTERY AVE WASILLA AK 99654	Primary Buyer's Address	

**Appraisal Information**

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed <sup>1</sup>
2025	\$32,000.00	\$33,200.00	\$65,200.00	2025	\$32,000.00	\$33,200.00	\$65,200.00
2024	\$32,000.00	\$31,000.00	\$63,000.00	2024	\$32,000.00	\$31,000.00	\$63,000.00
2023	\$32,000.00	\$31,000.00	\$63,000.00	2023	\$32,000.00	\$31,000.00	\$63,000.00

**Building Information**

Structure 1 of 1	1	Use	Mobile Home
Residential Units	Standard	Design	Trailer
Condition	None	Construction Type	None
Basement		Grade	19.1
Year Built	1978	Building Appraisal	\$
Foundation	Unknown	Septic	Septic - 1 - Septic Tank
Well	Well 1 - Drilled Well		

**Building Item Details**

Building Number	Description	Area	Percent Complete
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**Tax/Billing Information**

Year	Certified	Zone	Mill	Tax Billed	Recorded Documents	Recording Info (offsite link to DNR)	
					Date	Type	
2025	Yes	0030	::	::	6/30/2021	WARRANTY DEED (ALL TYPES)	<a href="#">Palmer 2021-019326-0</a>
2024	Yes	0030	13.174	\$829.96	8/21/2017	PERSONAL REPRESENTATIVE	<a href="#">Palmer 2017-016501-0</a>
2023	Yes	0030	12.883	\$811.63	2/25/1987	QUITCLAIM DEED (ALL TYPE)	<a href="#">Palmer Bk: 504 Pg: 507</a>

**Tax Account Status <sup>2</sup>**

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

**Land and Miscellaneous**

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
0.92	0.92	Assembly District 005	<a href="#">26-370</a>	130 Central Mat-Su	017 Knik RSA

<sup>1</sup> 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: 06/09/2025

<sup>2</sup> If account is in foreclosure, payment must be in certified funds.

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



S21-20842

**WARRANTY DEED**  
**A.S. 34.15.030**

The Grantor,

VICTORIA DENOYELLES, an unmarried person, whose address is 3525 S.E. Emelia Lane, Port Orchard, WA 98367, 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 the Grantee,

ROGER TENG VANG, an unmarried man, whose address is 1301 W. Mystery Ave. #A, Wasilla, AK 99654, the following described real property:

Lots 20 and 21, Block 1, BIRCH HARBOR ESTATES UNIT NO. 1, according to the official plat thereof, filed under Plat No. 73-58, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

Subject to:

Reservations and exceptions as contained in the U.S. Patent.

Taxes and/or assessments due the Matanuska-Susitna Borough, for the year 2021, a lien, but levy therefore has not been made.

Right of public and governmental agencies in and to any portion of said land included within the boundaries of South Vine Road.

Blanket Right-of-Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded February 17, 1960, Book 29 Page 121.

Any effect of the notes which appear on the plat of said subdivision.

Easements as delineated on the plat of said subdivision.

Covenants, conditions and restrictions, including terms and provisions thereof as contained in instrument recorded May 20, 1974, Book 83 Page 80. Modified by

Dalrymple Law, P.C. • 353 S. Denali Street, Palmer, AK 99645 • 907-745-6332 • [www.matsulaw.com](http://www.matsulaw.com)  
Warranty Deed, Page 1

instrument recorded May 20, 1974, Book 83 Page 87. Modified by instrument recorded April 8, 1983, Book 298 Page 383. Modified by instrument recorded July 6, 1989, Book 590 Page 163. Modified by instrument recorded October 10, 1990, Book 632 Page 494.

Terms, conditions and provisions provided therein of the Uniform Common Interest Ownership Act, and supplements and amendments thereto, of the State of Alaska.

Liability for future assessments and/or charges as may be imposed by the Birch Harbor Unit No. 1 and 2, Homeowner's Association, Inc.

Easement for driveway purposes in Warranty Deed and appurtenances thereto granted to Property Owners of Lots 19, 20 and 21, recorded May 20, 1983, Book 303 Page 798, which affects the West 30 feet said lots 20 and 21, Block 1.

Notice of Annual Assessments, Birch Harbor Homeowners Association, including the terms and provisions thereof, recorded October 17, 1984, Book 384 Page 785.

Further subject to reservations and exceptions in U.S. and/or State of Alaska Patents and in Acts authorizing the issuance thereof, easements, rights-of-way, covenants, conditions, reservations, notes on plat, by-laws, and all other restrictions of record, if any.

Dated: June 23, 2021

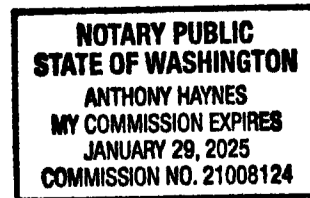
GRANTOR:

Victoria D. Denoyelles  
VICTORIA DENOYELLES

STATE OF WASHINGTON )  
COUNTY OF Kitsap ) ss.

The foregoing instrument was acknowledged before me on 6/23/2021,  
by VICTORIA DENOYELLES.

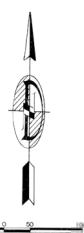
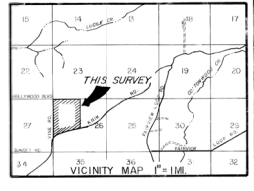
Anthony H.  
Notary Public in and for Washington  
My Commission Expires: 1/29/2025





85-14, 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

Station	Curve	Radius	Chord	Angle	Area
1	1	1000.00	1000.00	90.00	78539.82
2	2	1000.00	1000.00	90.00	78539.82
3	3	1000.00	1000.00	90.00	78539.82
4	4	1000.00	1000.00	90.00	78539.82
5	5	1000.00	1000.00	90.00	78539.82
6	6	1000.00	1000.00	90.00	78539.82
7	7	1000.00	1000.00	90.00	78539.82
8	8	1000.00	1000.00	90.00	78539.82
9	9	1000.00	1000.00	90.00	78539.82
10	10	1000.00	1000.00	90.00	78539.82
11	11	1000.00	1000.00	90.00	78539.82
12	12	1000.00	1000.00	90.00	78539.82
13	13	1000.00	1000.00	90.00	78539.82
14	14	1000.00	1000.00	90.00	78539.82
15	15	1000.00	1000.00	90.00	78539.82
16	16	1000.00	1000.00	90.00	78539.82
17	17	1000.00	1000.00	90.00	78539.82
18	18	1000.00	1000.00	90.00	78539.82
19	19	1000.00	1000.00	90.00	78539.82
20	20	1000.00	1000.00	90.00	78539.82
21	21	1000.00	1000.00	90.00	78539.82
22	22	1000.00	1000.00	90.00	78539.82
23	23	1000.00	1000.00	90.00	78539.82
24	24	1000.00	1000.00	90.00	78539.82
25	25	1000.00	1000.00	90.00	78539.82
26	26	1000.00	1000.00	90.00	78539.82
27	27	1000.00	1000.00	90.00	78539.82
28	28	1000.00	1000.00	90.00	78539.82
29	29	1000.00	1000.00	90.00	78539.82
30	30	1000.00	1000.00	90.00	78539.82
31	31	1000.00	1000.00	90.00	78539.82
32	32	1000.00	1000.00	90.00	78539.82
33	33	1000.00	1000.00	90.00	78539.82
34	34	1000.00	1000.00	90.00	78539.82
35	35	1000.00	1000.00	90.00	78539.82
36	36	1000.00	1000.00	90.00	78539.82
37	37	1000.00	1000.00	90.00	78539.82
38	38	1000.00	1000.00	90.00	78539.82
39	39	1000.00	1000.00	90.00	78539.82
40	40	1000.00	1000.00	90.00	78539.82
41	41	1000.00	1000.00	90.00	78539.82
42	42	1000.00	1000.00	90.00	78539.82
43	43	1000.00	1000.00	90.00	78539.82
44	44	1000.00	1000.00	90.00	78539.82
45	45	1000.00	1000.00	90.00	78539.82
46	46	1000.00	1000.00	90.00	78539.82
47	47	1000.00	1000.00	90.00	78539.82
48	48	1000.00	1000.00	90.00	78539.82
49	49	1000.00	1000.00	90.00	78539.82
50	50	1000.00	1000.00	90.00	78539.82



# BIRCH HILLS ESTATES



### CERTIFICATE OF OWNERSHIP & DEDICATION:

We, hereby certify that we are the owners of the property shown and described herein. We hereby consent to the recording of this plat, showing such agreement for public utility, road and other purposes as may be shown hereon.

Date: June 11, 1972

Richard Day Corporation  
7700 DREXEL ROAD  
ANCHORAGE, ALASKA 99501

Mel Tipton  
MEL TIPTON

### NOTARY'S ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 11th day of June, 1972.

Notary Public for the State of Alaska

Richard Day Corporation  
By: Richard Day  
Richard Day  
Notary Public for the State of Alaska

### CERTIFICATE OF PAYMENT OF TAXES:

I hereby certify that all current taxes assessed on the property shown in the subdivision have been paid through the date of this plat, and that all amounts of the 1972 taxes have been paid.

Marjorie Bullard  
Tax Collector  
Matsushita-Sushita Borough

### SURVEYORS CERTIFICATE:

I, the undersigned registered land surveyor, hereby certify that all data shown hereon were obtained by the reader or myself, and that the same are true and correct and that the same are in accordance with the laws of the State of Alaska.

Date: June 11, 1972

### CERTIFICATE OF APPROVAL BY COMMISSION:

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of the Matanuska-Sutcliffe Planning Commission, and the said plat has been approved by the Commission by this Resolution:

RESOLUTION NO. 17-72, dated June 11, 1972, and that the plat shown herein has been prepared for recording in the office of the Recorder, Palmer, Alaska.

Date: July 22, 1972

Wesley M. Hagan  
Planning Director  
Matanuska-Sutcliffe Borough

FILED 7-7  
Richard Day Corporation  
7700 DREXEL ROAD  
ANCHORAGE, ALASKA 99501

PLAT # 73-58  
3128 73  
P  
ANCHORAGE, ALASKA 99501

Rec 540180



LEGEND:  
 SLM or 30.0 BC measurement  
 3/16 BC measurement  
 All other corners are 5/16" corner  
 1/2" wide utility easement unless otherwise noted

PLAT OF  
**BRCH HARBOR ESTATES**  
 UNIT NO. 1  
 LOCATED WITHIN  
 MATANUSKA-SUTCLIFFE BOROUGH, ALASKA

CONTAINING 77,480 ACRES

**DICKINSON-OSWALD & PARTNERS**  
 ENGINEERS - SURVEYORS  
 800 CONCORD STREET  
 ANCHORAGE, ALASKA 99503

PREPARED BY  
 RICHARD DAY CORPORATION  
 7700 DREXEL ROAD  
 ANCHORAGE, ALASKA 99501

DATE: 7/19/72  
 SCALE: 1"=100'  
 SHEET NO. 2 OF 2



UNSUBDIVIDED

PLAT OF <b>BIRCH HARBOR ESTATES</b> UNIT NO. 1 LOCATED WITHIN 1/2 Sec. 26, T17N, R2W, S4 ALASKA			
CONTAINS 17,460 ACRES <b>DICKINSON-OSWALD &amp; PARTNERS</b> ENGINEERS - SURVEYORS 800 CORDOVA STREET ANCHORAGE, ALASKA		OWNER: KACHEMAK BAY CORPORATION SHELLETTON 2700 SPANARD ROAD ANCHORAGE, ALASKA 99503	
DRAWN BY: SLH CHECKED BY: WPO	DATE: 3/19/75 SCALE: 1" = 100'	WD. GRID 6E15 KNK	FILE NO. 72-58A 2/2

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
BIRCH HARBOR ESTATES

KACHEMAK BAY DEVELOPMENT CORPORATION, hereinafter called "GRANTOR", an Alaska corporation, is the owner of all that real property within the subdivision named BIRCH HARBOR ESTATES, in the Palmer Recording District, Third Judicial District, State of Alaska, save and except that portion of such subdivision which has been dedicated to the public for streets and parks, the plats of which, for Unit I, were filed under Plat Number 73-58, and for Unit II, under 73-59.

GRANTOR hereby makes and declares the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon GRANTOR and upon all persons claiming under GRANTOR and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

GENERAL CONDITIONS

1. All restrictive covenants listed and/or contained herein are subject in all instances to compliance with State of Alaska and Matanuska-Susitna Borough health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions.
2. These restrictive covenants, easements, reservations and requirements upon the lands within said subdivision and any amendments thereto shall run with the land and remain in full force and effect for a period of forty (40) years from and after the date hereof.

3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant; whether to restrain such violation(s) or to recover damages.

4. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

5. Grantor reserves the right to subsequently file restrictions of record designating the use classification of each lot or tract of land in said subdivision, or any unit thereof.

6. The Grantor, its successors, assignees or duly authorized agent or agents, by recorded instrument, reserve the right to subsequently amend, alter, or change these covenants and restrictions (and use restrictions) subsequently filed, from time to time by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska, provided, however, that no amendment shall be made which changes the use classification of any lot which has been sold without the prior written consent of the Buyer of said lot.

7. Wherever any act or approval is required of developer under these restrictions, the developer may designate an agent or committee to act on its behalf.

RESTRICTION A

UNIFORM GENERAL REQUIREMENTS

1. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as water, telephone, electricity, sewers, storm drains, public, quasi-public and private, as well as for any public, private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear ten (10) feet of every lot and five (5) feet along each side line of every lot, and the front five (5) feet of every lot. Along curved property lines, overhead utility lines are permitted beyond the front five (5) foot and rear ten (10) foot easement, not to exceed ten (10) feet beyond said easement, to the extent necessary to service all lots in a particular block. Overhead service wires are permitted across corners of rear yards where side lot lines do not join in the rear.

2. No mobile homes shall be placed on any lot except to serve as a single family dwelling during the construction of a permanent home, and said mobile home is to be removed upon completion of the permanent dwelling. Said mobile home is to be removed within twelve months after start of construction.

3. The owner shall not be permitted to completely 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 natural beauty and esthetic value of the natural foliage is retained.

RESTRICTION B

USE CLASSIFICATIONS ESTABLISHED

Lots in the subdivision shall be classified by permitted uses. The permitted uses and set-backs for each permitted use classification are as follows:

A. Residential.

1. Single-family lots

- a. Lots of this classification shall be used only for single-family homes, including accessory buildings.
- b. Buildings shall be set back a minimum of twenty-five (25) feet from front or twenty (20) feet from rear lot lines, a minimum of ten (10) feet from side lot lines, except that corner lots shall have a building set-back of fifteen (15) feet from the street side lot line.

2. General Provisions. An accessory building is defined as a detached subordinate building, the use of which is customarily incidental to that of the main building and which is located on the same lot as the main building such as private garage or garden tool storage shed.

B. Commercial. Any lot used or designated as for commercial use shall not be used so as to permit excessive noise or smoke and no unsightly aggregation of commercial equipment shall be permitted.

MISCELLANEOUS RESTRICTIONS

1. No noxious or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance therein. No trash or debris shall be permitted to remain upon any lot for any period of time in excess of that normally required for regular garbage disposal. No trade or business of any nature shall be permitted upon any lot in the subdivision.

2. No inoperable vehicle shall be parked or maintained upon any lot or within any street or alley or easement, adjacent to any lot in the subdivision. A vehicle temporarily parked for repair by the owner or under the owner's directions, for a period of not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision.

3. Every purchaser, his heirs, successors and assigns in the ownership of lots in this subdivision, agree, as a condition of purchase and sale, that at such time as sixty (60) percent of the lots in the subdivision are owned by persons other than the developer, that they will jointly form themselves into a property owners association to be called BIRCH HARBOR ESTATES HOME OWNERS ASSOCIATION. Each owner of a lot in the Subdivision shall automatically be and become a member of such association and be bound by its governing regulations. The owner of each lot shall have an equal voice and vote with the owner of each other lot in the Subdivision as to the election of members to serve as officers and directors of such



WITNESS my hand and notarial seal the day and year  
last above written.

Beatrice Elliott  
Notary Public in and for Alaska  
My commission expires: 12/6/75

74 002994  
15.00

RECORDED-EILED  
PALMER REC.  
DISTRICT

MAY 20 2 39 PM '74

REQUESTED BY Burch Harbor Estates  
ADDRESS 700 H. St. - Suite #8  
Anchorage, Alaska  
99501

Rec 586578

AMENDMENTS TO DECLARATIONS OF  
PROTECTIVE COVENANTS

OF

BIRCH HARBOR ESTATES

WHEREAS, a Declaration of Protective Covenants for Birch Harbor Estates was duly made by Kachamak Bay Development Corporation on November 23, 1973, and

WHEREAS, Kachamak Bay Development Corporation was designated as the Grantor in said Declaration of Protective Covenants, and

WHEREAS, Paragraphs 5 and 6 of said Declaration of Protective Covenants reserves unto the Grantor the right to subsequently file restrictions of record designating the use classification of each lot in the subdivision and to amend, alter or change the covenants and restrictions by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska, and

WHEREAS, the Grantor desires to amend said protective covenants

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Kachamak Bay Development Corporation, hereinafter called the "Grantor" amends the Declaration of Protective Covenants for Birch Harbor Estates as follows:

1. Lots One (1), Two (2), Eighteen (18) through Thirty (30), Block One (1), Lots Twelve (12) through Twenty-six (26), Block Five (5) and Lots One (1) through Fifteen (15), Block Six (6) in Unit One of Birch Harbor Estates, Palmer Recording District, Third Judicial District, State of Alaska,

are to be designated as commercial lots and to be zoned R-3 according to the zoning ordinances of the Matanuska-Susitna Borough, State of Alaska.

AMENDMENTS TO DECLARATIONS OF  
PROTECTIVE COVENANTS

OF

BIRCH HARBOR ESTATES

WHEREAS, a Declaration of Protective Covenants for Birch Harbor Estates was duly made by Kachamak Bay Development Corporation on November 23, 1973, and

WHEREAS, Kachamak Bay Development Corporation was designated as the Grantor in said Declaration of Protective Covenants, and

WHEREAS, Paragraphs 5 and 6 of said Declaration of Protective Covenants reserves unto the Grantor the right to subsequently file restrictions of record designating the use classification of each lot in the subdivision and to amend, alter or change the covenants and restrictions by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska, and

WHEREAS, the Grantor desires to amend said protective covenants

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Kachamak Bay Development Corporation, hereinafter called the "Grantor" amends the Declaration of Protective Covenants for Birch Harbor Estates as follows:

1. Lots One (1), Two (2), Eighteen (18) through Thirty (30), Block One (1), Lots Twelve (12) through Twenty-six (26), Block Five (5) and Lots One (1) through Fifteen (15), Block Six (6) in Unit One of Birch Harbor Estates, Palmer Recording District, Third Judicial District, State of Alaska,

are to be designated as commercial lots and to be zoned R-3 according to the zoning ordinance of the Matanuska-Susitna Borough, State of Alaska.

COLE HARTIG,  
HODES & NORMAN  
ATTORNEYS AT LAW

717 K STREET  
ANCHORAGE, ALASKA  
99501

TELEPHONE  
(907) 274-1670

AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS

OF

BIRCH HARBOR ESTATES

WHEREAS, a Declaration of Protective Covenants for Birch Harbor Estates was duly made by Kachamak Bay Development Corporation on November 25, 1973, and

WHEREAS, Kachamak Bay Development Corporation was designated as the Grantor in said Declaration of Protective Covenants, and

WHEREAS, Paragraphs 3 and 4 of said Declaration of Protective Covenants reserves unto the Grantor the right to subsequently file restrictions of record designating the use classification of each lot in the subdivision and to amend, alter or change the covenants and restrictions by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska, and

WHEREAS, the Grantor desires to amend said protective covenants

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Kachamak Bay Development Corporation, hereinafter called the "Grantor" amends the Declaration of Protective Covenants for Birch Harbor Estates as follows:

1. Lots One (1), Two (2), Eighteen (18) through Thirty (30), Block One (1), Lots Twelve (12) through Twenty-six (26), Block Five (5) and Lots One (1) through Seven (7), Block Six (6) in Unit One of Birch Harbor Estates, Palmer Recording District, Third Judicial District, State of Alaska,

are to be designated as commercial lots and to be subject and occupied to the use and purposes of a...  
...  
... State of Alaska.

COLE HARTIG,  
HODES & NORMAN  
ATTORNEYS AT LAW

717 K STREET  
NENAHAG, ALASKA  
99501

TELEPHONE  
(907) 274-1670

2. Lots Four (4) through Ten (10), Block One (1) and Lots One (1) through Twelve (12), Block Two (2) in Unit Two of Birch Harbor Estates, Palmer Recording District, Third Judicial District, State of Alaska,

are to be designated as commercial lots and to be zoned B-3 according to the zoning ordinances of the Matanuska-Susitna Borough, State of Alaska.

3. As herein and hereby amended, the Declaration of Protective Covenants for Birch Harbor Estates, declared November 23, 1973, are reaffirmed and restated in their entirety.

IN WITNESS WHEREOF, this Amendment to the Declaration of Protective Covenants is made and executed this 29TH day of March, 1974.

74-002995  
5.00

KACHAMAK BAY DEVELOPMENT CORPORATION

RECORDED-ELECTED  
PALMER REC. DISTRICT

By: Mel Tipton  
MEL TIPTON, President

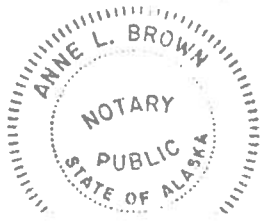
MAY 28 2 42 PM '74

REQUESTED BY Birch Harbor Estates  
ADDRESS 700 H. St. Suite 8 Anch. Ak  
STATE OF ALASKA Rec 586578  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 29TH day of MARCH, 1974, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared MEL TIPTON, to me known to be the President of Kachamak Bay Development Corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that the same was signed as a free act and deed of the said corporation for the uses and purposes therein stated and pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and notarial seal the day and year last above written.

COLE, HARTIG,  
RHODES & NORMAN  
ATTORNEYS AT LAW  
717 N. SYRRET  
ANCHORAGE, ALASKA  
98501  
TELEPHONE  
(907) 274-1670



Mel Tipton  
Notary Public in and for Alaska  
My Commission Expires



AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS OF  
BIRCH HARBOR ESTATES

REG. 0590 PAGE 163

NOTICE IS HEREBY GIVEN that paragraph 1 of the MISCELLANEOUS RESTRICTIONS of the Declaration of Protective Covenants of Birch Harbor Estates, according to Plat Nos. 73-58 and 73-59, recorded May 20, 1974, in the Palmer Recording District, Third Judicial District, State of Alaska, in Book 83, pages 80-86, is hereby amended to read as follows:

1. No noxious or offensive activity, including excessive noise, shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance therein. No lotowner or resident shall maintain more than two (2) adult dogs on any one lot, and dog teams are specifically prohibited. No trash or debris shall be permitted to remain upon any lot for any period of time in excess of that normally required for regular garbage disposal. No trade or business of any nature shall be permitted upon any lot in the subdivision.

Authorization for amendment is given under the Bylaws of BIRCH HARBOR ESTATES HOME OWNERS ASSOCIATION. The Board of Directors of BIRCH HARBOR ESTATES HOME OWNERS ASSOCIATION met on the 11th day of June 1989 and unanimously passed a resolution to amend the Covenants as above set forth.

This amendment takes effect upon recording and shall have retroactive application. It is not to be construed as a waiver of any pre-existing conditions which may relate to the Covenants and Restrictions of Birch Harbor Estates.

BIRCH HARBOR ESTATES HOME OWNERS  
ASSOCIATION

By: John Owens  
John Owens, President

SUBSCRIBED AND SWORN TO before me this 30 day of  
June 1989, personally appeared John Owens.

Vincent Robert Tresban  
NOTARY PUBLIC in and for Alaska  
My commission expires: Apr 3, 1991

Return to: Birch Harbor Homeowners

Assn. Inc. PO Box 877174

Wasilla, Ak. 99687



By: Neil Mann  
Neil Mann, Secretary

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of June 1989, personally appeared Neil Mann.

STATE OF ALASKA  
NOTARY PUBLIC  
LYNN M. WIND

Lynn M. Wind  
NOTARY PUBLIC in and for Alaska  
My commission expires: 4-8-91

By: Charles Staley  
Charles Staley, Treasurer

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of June 1989, personally appeared Charles Staley.

STATE OF ALASKA  
NOTARY PUBLIC  
LYNN M. WIND

Lynn M. Wind  
NOTARY PUBLIC in and for Alaska  
My commission expires: 4-8-91

By: Karen DuPont  
Karen DuPont, Co-chairman

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of June 1989, personally appeared Karen DuPont.

STATE OF ALASKA  
NOTARY PUBLIC  
LYNN M. WIND

Lynn M. Wind  
NOTARY PUBLIC in and for Alaska  
My commission expires: 4-8-91

By: Scott Brooks  
Scott Brooks, Co-chairman

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of June 1989, personally appeared Scott Brooks.

STATE OF ALASKA  
NOTARY PUBLIC  
LYNN M. WIND

Lynn M. Wind  
NOTARY PUBLIC in and for Alaska  
My commission expires: 4-8-91

89- 010073  
13

RECORDED-FILED  
PALMER REC.  
DISTRICT

JUL 6 12 01 PM '89  
REQUESTED BY Bush Taylor  
ADDRESS Commerce Court Inc

AMENDED DECLARATION OF PROTECTIVE COVENANTS  
FOR  
BIRCH HARBOR ESTATES

THIS DECLARATION is made this 28<sup>th</sup> day of September 1990, by BIRCH HARBOR UNITS I & II HOMEOWNERS ASSOCIATION, INC., an Alaska Corporation, composed of the residents of Birch Harbor Estates Units I and II, hereinafter referred to as Declarant. This Amended Declaration of Protective Covenants is made pursuant to General Conditions, paragraph 6, of the Declaration of Protective Covenants for Birch Harbor Estates, recorded in Book 83 at page 80, Palmer Recording District, for the purpose of amendment and consolidation of previous amendments. Declarant represents the owners of all that real property described as follows:

BIRCH HARBOR ESTATES, UNITS I and II, according to Plat Nos. 73-58 and 73-59, respectively, as recorded in the Palmer Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM that portion which has been dedicated to the public for streets and parks.

Declarant hereby makes and declares the following limitations, restrictions and uses upon any of such real property as restrictive and protective covenants running with the land, and as binding upon Declarant and upon all persons claiming under Declarant and upon all future owners of any part of such real

property, so long as these restrictive and protective covenants shall remain in effect:

GENERAL CONDITIONS

1. There are 256 lots in BIRCH HARBOR ESTATES, UNITS I and II. All lots in the subdivision are subject to these covenants.
2. All restrictive covenants listed and/or contained herein are subject in all instances to compliance with State of Alaska and Matanuska-Susitna Borough health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions.
3. These restrictive covenants, easements, reservations and requirements upon the lands within said subdivision and any amendments thereto shall run with the land and remain in full force and effect for a period of forty (40) years from and after the date hereof; provided, however, that these covenants shall automatically be extended for ten-year periods unless two-thirds (2/3) of the lot owners vote against such an extension.
4. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained

shall in no event be deemed a waiver of the right to do so thereafter. Enforcement may be to restrain covenant violations or to recover damages, or both.

5. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

6. The Declarant, its successors, assignees or duly authorized agent or agents, by recorded instrument, reserves the right to subsequently amend, alter, or change these covenants and restrictions (and use restrictions) subsequently filed from time to time, by filing an amendment thereto upon the public records of the Matanuska-Susitna Borough, State of Alaska; provided, however, that no amendment shall be made which changes the use classification of any lot which has been sold without the prior written consent of the Buyer of said lot. Amendments to this Declaration may be made at any time by written instrument recorded in the Palmer Recording District by an affirmative vote of two-thirds (2/3) of the lot owners, with such exceptions, amendments, and additions to these covenants, conditions and restrictions as they deem appropriate.

RESTRICTION A

UNIFORM GENERAL REQUIREMENTS

1. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of

utilities, such as water, telephone, electricity, sewers, storm drains, public, quasi-public and private, as well as for any public, private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear ten (10) feet of every lot and five (5) feet along each sideline of every lot, and the front five (5) feet of every lot. Along curved property lines, overhead utility lines are permitted beyond the front five (5) foot and rear ten (10) foot easement, not to exceed ten (10) feet beyond said easement, to the extent necessary to service all lots in a particular block. Overhead service wires are permitted across corners of rear yards where side lot lines do not join in the rear.

2. No mobile homes shall be placed on any lot. A "mobile home" means a detached single-family dwelling designed for long-term human habitation and having complete living facilities, constructed and fabricated into a complete unit at a factory and capable of being transported to a location of use by chassis and wheels, whether it be its own chassis and wheels or that provided by the transporter and includes prefabricated homes, whether or not said structure contains a manufacturer's seal.

3. Only single-family dwellings may be placed upon any lot in the subdivision for which neither multi-family nor commercial use is designated. "Single-family dwelling" means a

detached building constructed on a permanent foundation, designed for long-term human habitation exclusively by one family, and having complete living facilities and constituting one dwelling unit.

4. The owner shall not be permitted to completely 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 natural beauty and esthetic value of the natural foliage is retained.

5. Any single-family dwelling residence on a lot shall contain a minimum floor area of 800 square feet, exclusive of open decks (covered or uncovered), garages, sheds or other outbuildings.

6. The exterior of any buildings constructed shall be completed within one year of the beginning of construction in order to present a finished appearance when viewed from any angle. The Board of Directors, at its discretion, may extend this period of time upon written application of the lot owner. The building area shall be kept reasonably clean during the construction period.

7. No structure shall be placed upon any lot with an elevation of its foundation of less than three feet (3') above the highest known water elevation.

RESTRICTION B

USE CLASSIFICATIONS ESTABLISHED

Lots in the subdivision shall be classified by permitted uses. The permitted uses and set-backs for each permitted use classification are as follows:

A. Residential.

1. Single-family lots

- a. Lots of this classification shall be used only for single-family homes, including accessory buildings.
- b. Buildings shall be set back a minimum of twenty-five (25) feet from front or twenty (20) feet from rear lot lines, a minimum of ten (10) feet from side lot lines, except that corner lots shall have a building set-back of fifteen (15) feet from the street side lot line.

2. General Provisions. An accessory building is defined as a detached subordinate building, the use of which is customarily incidental to that of the main building and which is located on the same lot as the main building such as private garage or garden tool storage shed.

3. Outbuildings. No basements, garages, sheds, shacks, outbuildings or impermanent structures, such as

tents or lean-tos, shall be used as dwellings on any lot except with the written permission of the Board of Directors of the Association, and then only for such relatively short periods of time as may be specified in the written permit authorizing such use.

B. Commercial. Any lot used or designated as for commercial use shall not be used so as to permit excessive noise or smoke and no unsightly aggregation of commercial equipment shall be permitted. Any lot designated by commercial use may be used for residential purposes, if the present owner, or subsequent owners, so desire. The following lots are designated as commercial lots and to be zoned B-3, according to the zoning ordinances of the Matanuska-Susitna Borough, State of Alaska:

1. Lots One (1), Two (2), Eighteen (18) through Thirty (30), Block One (1); Lots Twelve (12) through Twenty-six (26), Block Five (5); and Lots One (1) through Fifteen (15), Block Six (6) in UNIT ONE of BIRCH HARBOR ESTATES, Palmer Recording District, Third Judicial District, State of Alaska; and
2. Lots Four (4) through Ten (10), Block One (1); and Lots One (1) through Twelve (12), Block Two (2) in UNIT TWO of BIRCH HARBOR ESTATES, Palmer Recording District, Third Judicial District, State of Alaska.

ASSESSMENTS

1. Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such a deed, shall be deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges; and
- b. special assessments for capital improvements.

Such annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the property against which each such lien is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the owners, including the enforcement of these covenants, and for the improvement and maintenance of the common areas, public easements, and any property, service and facilities devoted to such purposes.

3. The annual assessment shall be determined at the annual meeting of the Homeowners' Association. Both annual and

special assessments must be fixed at a uniform rate for all lots, except that unimproved lots may be assessed at a rate of not less than one-half (1/2) of the rate fixed for improved lots.

4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes as set forth in paragraph 2 hereof, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of a quorum of members who are voting, in person or by proxy, at a meeting duly called for this purpose by the Association. Blind proxies shall not be allowed to vote on any special assessment proposal. The Board of Directors of the Association may provide for the payment of such special assessment on a monthly basis.

5. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors, which may also provide for the payment of such assessment on a monthly basis. The Association shall, upon demand and for a reasonable charge, furnish to any owner liable for an assessment a certificate signed by an officer setting forth whether the assessments on the property owned by each owner have been paid.

6. Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at the rate of 10.5% per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise avoid liability for the assessment provided for herein by nonuse of the common area or abandonment of his lot.

7. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment liens; provided, however, the sale or transfer of any lot pursuant to a foreclosure, or other proceeding in lieu thereof, of any first mortgage or deed of trust, shall extinguish the liens of such assessments as to payments which became due prior to such sale or transfer, but not as to any assessments thereafter becoming due.

8. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

MISCELLANEOUS RESTRICTIONS

1. No noxious or offensive activity, including excessive noise, shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance therein. No lot owner or resident shall maintain more than two (2) adult dogs on any one lot, and dog teams are specifically prohibited. No farm animals will be allowed without

written authorization from the Board of Directors. No trash or debris shall be permitted to remain upon any lot for any period of time in excess of that normally required for regular garbage disposal. No trade or business of any nature shall be permitted upon any residential lot in the subdivision.

2. No inoperable vehicle or heavy equipment shall be parked or maintained upon any lot or within any street or alley or easement, adjacent to any lot in the subdivision. A vehicle temporarily parked for repair by the owner or under the owner's directions for a period of not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision.

3. Every purchaser, his heirs, successors and assigns in the ownership of lots in this subdivision, agree, as a condition of purchase and sale, that they will, by the application of these recorded restrictions, become a member of the property owners Association called Birch Harbor Units I & II Homeowners Association, Inc. Each owner of a lot in the subdivision shall automatically be and become a member of such Association and be bound by its governing regulations. The owner of each lot shall have an equal voice and vote with the owner of each other lot in the subdivision as to the election of members to serve as officers and directors of such Association. Membership in such Association

shall be limited to owners of lots, whether one or more in the subdivision.

4. The purchasers and lot owners and members of said Association shall be bound to take over and provide for the cleanliness and development of the Recreational Parks dedicated to the public in this subdivision.

5. No individual water supply system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such a system as installed shall be the responsibility of the individual owner.

6. No individual sanitary waste disposal system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation Title 18, Chapter 72, or such other regulations which may be promulgated by the State or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes.

8. No trash, garbage, rubbish, refuse or other solid waste of any kind, including but not limited to inoperable

automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed in any part of Birch Harbor Estates Units I and II. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The owner or occupant of each lot shall be responsible for the disposal outside of Birch Harbor Estates Units I and II of all such trash, garbage, rubbish, refuse or other solid waste.

9. No owner shall change or cause to be changed or interfere in whole or in part with the natural drainage of the subject property without the approval of the appropriate governmental agency.

10. No lot shall ever be used in a fashion which unreasonably interferes with the other lot owners' right to the use and enjoyment of their respective properties, or the other lot owners' right to the use and enjoyment of the common area. The Board of Directors of the Association shall determine whether any given use of a lot unreasonably interferes with those rights, and such determination shall be conclusive.

11. Each lot owner shall, at the time of driveway construction, provide a culvert at the ditch crossing, where necessary. The culvert must be a 12-inch (minimum) corrugated metal 10-gauge or equivalent pipe.

12. Every owner shall have a nonexclusive right and easement of enjoyment in and to the common area, which shall be

appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. the right of the Association to charge reasonable admission and other fees for the use of any area, and to promulgate and enforce reasonable rules and regulations for the use of such facilities;

b. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which an assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

13. The common area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners.

14. Absolute liability is not imposed on lot owners for damage to common areas or lots in the subdivision.

15. Any owner may assign, in accordance with the bylaws of the Association, his right of enjoyment to the common area, plus facilities thereon or therein, to the members of his family, his tenants, or contract purchasers who reside on the property.

This Amended Declaration of Protective Covenants for Birch Harbor Estates takes effect upon recording.

BOARD OF DIRECTORS  
BIRCH HARBOR UNITS I AND II  
HOMEOWNERS ASSOCIATION, INC.

By: Carl Peterson

Its Chairman



Oct 2nd SUBSCRIBED AND SWORN TO before me this 2nd day of September 1990.

Helen B. Luce  
NOTARY PUBLIC in and for Alaska  
My commission expires: 3-13-93

By: Neil Mann

Its Secretary

SUBSCRIBED AND SWORN TO before me this 2nd day of September 1990.

Helen B. Luce  
NOTARY PUBLIC in and for Alaska  
My commission expires: 3-13-93

By: Charles L. Staley

Its Treasurer



Oct 2nd SUBSCRIBED AND SWORN TO before me this 2nd day of September 1990.

Helen B. Luce

NOTARY PUBLIC in and for Alaska  
My commission expires: 3-13-93

By: [Signature]  
Its Co-chairman

SUBSCRIBED AND SWORN TO before me this 28th day of  
September 1990.



[Signature]  
NOTARY PUBLIC in and for Alaska  
My commission expires: 9-15-92

By: [Signature]  
Its Co-chairman

SUBSCRIBED AND SWORN TO before me this 1st day of  
September 1990.

October



[Signature]  
NOTARY PUBLIC in and for Alaska  
My commission expires: 3-13-93

90-013041  
PALMER REC 55<sup>00</sup>  
DISTRICT  
REQUESTED BY  
HARTIG, RHODES ETAL  
'90 OCT 10 PM 1 24

RETURN TO:  
HARTIG, RHODES ETAL  
808 S. BAILEY ST. - STE 101  
PALMER, AK