



*First American
Title Insurance Company*

LISTING PACKAGE

4/3/2026

remote@remoteproperties.com

Attn: Barbara Vockner

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

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

Owner Name(s): [Click or tap here to enter text.](#)

Physical Address: [Click or tap here to enter text.](#)

Legal Description: ELLAMAR SUBS, PLAT NUMBER 82-13, VALDEZ 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.

1400 W Benson Blvd, Suite 250, Anchorage, AK 99503
TEL 907-561-1844 | FAX 907-561-1948
ak.firstam.com

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ELLAMAR SUBDIVISION

In order to protect the following described property the owner, ELLAMAR PROPERTIES, INC., does hereby restrict, as set forth in this Declaration, the use of the following described property located in the Valdez Recording District, Third Judicial District, State of Alaska:

The entire Ellamar Subdivision consisting of:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 1;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 2;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 3;
Lots 1, 2 and 3, Block 4;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 5;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 6;
Lots 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 and 30, Block 7;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 8;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 9;
Lots 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 and 30, Block 10.

According to the official plat thereof filed under Plat No. 82-13, records of the Valdez Recording District, Third Judicial District, State of Alaska.

1. Definitions.

a. "Lot" or "Lots" means any or all of the lots in Ellamar Subdivision according to the official plat thereof filed under Plat No. 82-13, all in the Valdez Recording District, Third Judicial District, State of Alaska.

b. "Lot Owner" or "Lot Owners", means the record owner, whether one or more persons or entities, of an interest in any lot, including contract sellers and

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contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

2. Running With the Land and Duration. Each covenant, condition and restriction contained in this Declaration runs with the land, is binding upon all lot owners, and any other persons or entities claiming any interest in the lots and inures to the benefit of ELLAMAR PROPERTIES, INC. and each lot owner for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants will be automatically extended for an additional ten (10) years unless an instrument signed by a majority of the lot owners is then recorded agreeing to change or nullify these covenants in whole or in part and in the event of such recording, these covenants will be changed or nullified in accordance with the instrument so recorded. The purchase of any lot or parcel constitutes an agreement on the part of the purchaser, his heirs, executors, administrators, successors and assigns to be bound by each covenant, condition and restriction contained in this Declaration in their entirety and to abide by the same.

3. Amendment. The covenants, conditions and restrictions in this Declaration may be amended during the first thirty (30) year period from the date this Declaration is recorded by an instrument signed by not less than 90% of the lot owners. Any amendment must be recorded.

4. Enforcement. ELLAMAR PROPERTIES, INC. or any lot owner may enforce the covenants, conditions and restrictions in this Declaration by and proceeding at law or in equity. No waiver of any breach shall constitute a waiver of any other breach of this Declaration and failure to enforce a breach shall not be construed as a waiver.

5. Land Use and Building Type. No lot shall be used except for single family residential and recreational purposes. No lot or parcel shall be used as a dumping area for rubbish, trash, garbage, junk automobiles and equipment, or wreckage. No house trailers, mobile homes or temporary housing quarters shall be erected, constructed or placed upon a lot or parcel except for an aggregate period not to exceed twelve (12) months while lot owner is constructing a permanent residence. No quonset hut shall be erected or constructed on any lot or parcel. No fences over six (6) feet high shall be located on any lot. Tar paper, roofing

paper, celotex or like materials as exterior siding or finish will not be permitted.

6. Number of Dwellings. There may be only one residential dwelling per lot.

7. Residential Dwelling Type and Size. Each residential dwelling shall be a detached single-family dwelling of not more than two stories in height.

8. Building Location. No structure shall be located nearer than 25 feet to any lot line or any parcel line, water course, or coastline delimited by the mean higher high water line. For the purposes of these declarations, eaves, steps, and open porches shall not be considered as a part of a structure, provided, however, that this shall not be construed to permit any portion of a structure on a lot to encroach upon another lot.

9. Outbuilding Requirements. Improvements in addition to residential dwelling: There may be constructed no more than two (2) additional outbuilding such as private workshops, green houses and storage structures. They shall be of the same quality and workmanship as the residential dwellings and shall not exceed two stories in height. In the event that it is necessary and permissible under paragraph 10 to erect an outhouse then such outhouse may be in addition to the two additional out-buildings permitted under this paragraph.

10. Sewage Disposal. All sewage disposal systems shall be designed, located and constructed in accordance with the requirements and standards of the Department of Environmental Conservation and any other governmental authority that may have jurisdiction at the time of the installation of such system.

11. Trees. No trees may be removed from any lot except those trees necessary for clearing a construction site for the dwelling to be constructed on that lot. It is the intent of this provision that all persons purchasing lots shall do their utmost to maintain the trees and the natural wooded surroundings of their properties. In the event of excess removal of trees on any lot, the owner shall be responsible to replant and maintain live trees.

12. Subdivision of Lots. Lots may be subdivided into smaller lots, but in no event shall such re-subdivided lots be less than 40,000 square feet.

13. Commercial and Industrial Lots. Notwithstanding anything contained in this Declaration to the contrary, Lots 9 and 10, Block 5; Lots 2, 4, 6, 8, Block 8; Lots 21, 22, 23, 24, 25 and 26, Block 7; Lots 5 and 28, Block 10, may be used for residential, commercial, industrial, and other purposes as the owner may from time to time determine. All other provisions of this Declaration apply to these lots except those in paragraphs 3, 6, 7, 8, 9, 11 and the first sentence in paragraph 5.

14. Animals. No animals, livestock or poultry of any kind shall be raised, kept, bred or maintained on any lot for any commercial purpose.

15. Nuisances. No lot owner shall engage in or permit his lot to be used either for noxious, offensive or nuisance activity or any activity which may be or may become an annoyance or nuisance to any lot owner. No lot owner shall operate or allow anyone else to operate a gas or diesel powered generator unless such generator is enclosed in a container designed to substantially reduce noise.

16. Signs. Only the following signs may be posted on a lot in the subdivision:

(a) One neat sign not more than one square foot in size identifying the residence and giving further information;

(b) One sign not more than five square feet in size advertising the lot for sale or for rent;

(c) Signs not more than five square feet in size by ELLAMAR PROPERTIES, INC. posted at such locations as it deems appropriate for the purposes of selling lots in the subdivision.

17. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

3-85985

BOOK 106 PAGE 462
Valdez Recording District

AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ELLAMAR SUBDIVISION
DATED APRIL 30, 1987

Ellamar Properties, Inc. being the owner of more than ninety percent of the lots in the Ellamar Subdivision hereby amends the Declaration of Covenants, Conditions and Restrictions for Ellamar Subdivision dated December 21, 1982 and recorded at Book 97, Page 191 on December 27, 1982 in the Valdez Recording District in the following respects:

- (1) Paragraph 5 shall be amended to read as follows:

"5. Land Use and Building Type. No lot shall be used except for single family residential and recreational purposes. No lot or parcel shall be used as a dumping area for rubbish, trash, garbage, junk automobiles and equipment, or wreckage. No house trailers, mobile homes or temporary housing quarters shall be erected, constructed or placed upon a lot or parcel except for an aggregate period not to exceed twenty-four (24) months while lot owner is constructing a permanent residence. No quonset hut shall be erected or constructed on any lot or parcel. No fences over six (6) feet high shall be located on any lot. Tar paper, roofing paper, celotex or like materials as exterior siding or finish will not be permitted."

- (2) Paragraph 8 shall be amended to read as follows:

"8. Building Location. No structure shall be located nearer than 10 feet to any lot line or any parcel line, water course, or coastline delimited by the mean high tide line. For the purposes of these declarations, eaves, steps, and open porches shall not be considered as a part of a structure, provided, however, that this shall not be construed to permit any portion of a structure on a lot to encroach upon another lot."

- (3) Paragraph 13 shall be amended to read as follows:

"Commercial and Industrial Lots. Notwithstanding anything contained in this Declaration to the contrary, Lots 9 and 10, Block 5; Lots 2, 4, 6, 8, Block 8; Lots 21, 22, 23, 24, 25 and 26, Block 7; Lots 5 and 28, Block 10; Lot 14, Block 3; Lots 1, 2, 3, 4, 19, 20, Block 7; Lots 3 and 4, Block 10, may be used for residential, commercial, industrial, and other purposes as the owner may from time to time determine. All other provisions of this Declaration apply to these lots except those in paragraphs 3, 6, 7, 8, 9, 11 and the first sentence in paragraph 5."

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

BOOK 106 PAGE 464
Valdez Recording District

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT "A" FOR ELLAMAR SUBDIVISION

PURPOSE FOR RECORDING: LEGAL DESCRIPTION ONLY

In order to protect the following described property the owner, ELLAMAR PROPERTIES, INC., does hereby restrict, as set forth in this Declaration, the use of the following described property located in the Valdez Recording District, Third Judicial District, State of Alaska:

The entire Ellamar Subdivision consisting of:

- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 1;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 2;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 3;
- Lots 1, 2 and 3, Block 4;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 5;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 6;
- Lots 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 and 30, Block 7;
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- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 9;
- Lots 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 and 30, Block 10.

According to the official plat thereof filed under Plat No. 82-13, records of the Valdez Recording District, Third Judicial District, State of Alaska.

1. Definitions.

a. "Lot" or "Lots" means any or all of the lots in Ellamar Subdivision according to the official plat thereof filed under Plat No. 82-13, all in the Valdez Recording District, Third Judicial District, State of Alaska.

b. "Lot Owner" or "Lot Owners", means the record owner, whether one or more persons or entities, of an interest in any lot, including contract sellers and

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87-363

RECORDED - FILED	16 ⁰⁰
Valdez REC. DIST.	
DATE	5-7 1987
TIME	9:15 A M
Requested By	STRJCO
Address	

AMENDMENT OF DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR ELLAMAR SUBDIVISION

DATED July 15, 1988

Ellamar Properties, Inc. being the owner of more than ninety percent of the lots in the Ellamar Subdivision hereby amends the Declaration of Covenants, Conditions and Restrictions for Ellamar Subdivision dated December 21, 1982 and recorded at Book 97, Page 195 on December 27, 1982 and amended April 30, 1987 and recorded at Book 106, Page 462 on May 7, 1987 all in the Valdez Recording District, in the following respects.

- (1) This amendment applies to the entire Ellamar Subdivision consisting of : Block 1, lots 1 thru 11; Block 2, lots 1 thru 20; Block 3, lots 1 thru 14; Block 4, lots 1 thru 3; Block 5, lots 1 thru 14; Block 6, lots 1 thru 13; Block 7, lots 1 thru 30; Block 8, lots 1 thru 10; Block 9, lots 1 thru 12; Block 10, lots 1 thru 30; all according to the official plat thereof filed under Plat 82-13, records of the Valdez Recording District, Third Judicial District, State of Alaska.
- (2) Paragraph 13 shall be amended to read as follows:
"Commercial and Industrial Lots. Notwithstanding anything contained in this Declaration to the contrary, Lots 9 and 10, Block 5; lots 2,4,6,8, Block 8; Lots 21,22,23,24,25 and 26, Block 7; Lots 5 and 28, Block 10; Lot 14, Block 3; Lots 1,2,3,4,19,20, Block 7; Lots 3 and 4, Block 10, Lots 1,2,3, Block 4; Lot 3, Block 6; and Lots 29 and 30, Block 7, may be used for residential, commercial, industrial, and other purposes as the owner may from time to time determine. All other provisions of this Declaration apply to these lots except those in paragraphs 6, 7, 8, 9, 11, 16 and the first sentence of paragraph 5."
- (3) In all other respects, the Declaration of Covenants, Conditions and Restrictions for Ellamar Subdivision remains the same.

DATED THIS 15th day of July, 1988.

ELLAMAR PROPERTIES, INC

By: Clifford J. Groh, Sr.
CLIFFORD J. GROH, Sr.
Its: PRESIDENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 15th day of July, 1988 by CLIFFORD J. GROH, Sr., the President of ELLAMAR PROPERTIES, INC., an Alaskan corporation, on behalf of the corporation.

A. Jean Emerson
Notary Public in and for Alaska
My commission expires 01-07-92
VALDEZ RECORDING DISTRICT

88-453
RECORDED - FILED 1000
Valdez REC. DIST.
DATE July 18, 1988
TIME 11:35 A.M.
Requested by Ellamar Prop.
Address 1577C St #146
Anchorage, AK 99501

**AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ELLAMAR SUBDIVISION
DATED JUNE 10, 1996**

ELLAMAR PROPERTIES, INC., and the owners of lots who have signed their consent, which consents combined are greater than the ninety percent (90%) required by the Declaration of Covenants, Conditions and Restrictions for Ellamar Subdivision, dated December 21, 1982 and recorded at Book 97, Page 191-195, on December 27, 1982, amended April 30, 1987, and recorded at Book 106, Page 462-463, on May 7, 1987, and amended July 15, 1988, and recorded at Book 108, Page 399 on July 18, 1988, in the Valdez Recording District (as so amended and recorded the "Declarations"), hereby amend the Declarations in the following respects:

- (1) A new Section 18, to be inserted after Section 17, shall be added to the Declarations as follows:

"18. Acquisition of Land within Ellamar Subdivision by the State of Alaska or the United States of America.

a. The State of Alaska and the United States of America propose to acquire land or interests in land within Ellamar Subdivision. The purposes for which the land is being acquired are for (1) conservation; (2) habitat restoration and protection; (3) public recreation; (4) marine park; and (5) other similar uses.

b. All land or interests in land within Ellamar Subdivision acquired by the State of Alaska or the United States of America shall be limited to the uses identified in Section 18(a) or shall be subject to a Conservation Easement in favor of the United States of America as grantee or beneficiary. To the extent that other restrictions on use imposed by the Declarations are inconsistent with, or in any way limit the uses set forth in this Section 18, the other restrictions of the Declarations shall not apply.

c. So long as the State of Alaska or the United States of America owns any land or interests in land within Ellamar Subdivision:

- (i) the lots owned (or the lots, interests in which are owned) by the State of Alaska or the United States of America shall not be counted for purposes of determining the percentage of lots necessary to approve future action under, or amendments to, the Declarations; and

