

**FOR TITLE INSURANCE PURPOSES ONLY**

I, James R. Ringstad, a Professional Land Surveyor registered in the State of Alaska, hereby certify that I am familiar with the improvements located within Lot 39, Staley Estates, First Addition (F.R.D. Plat No. 2006-191) and that these improvements lie wholly within the property lines and do not overlay onto property adjacent thereto and that no improvements on the property adjacent thereto encroach upon the premises in question and that there are no roadways, transmission lines or any other visible easements, except as indicated hereon. Liability of this MORTGAGE LOCATION SURVEY (MLS) is limited to the relationships of improvements to existing found monumentation and does not extend to the accuracy of said monumentation; nor is it intended to represent a boundary survey, and is subject to any inaccuracies that a subsequent boundary survey may disclose. The information shown hereon shall not be used to establish any fences, structure, or other improvements. The measurements shown hereon are based on plat or deed information and verified as shown. This MLS represents only visible improvements. This MLS is prepared in accordance with the ASPLS mortgage location survey standards. Liability of this MLS is limited to the amount of the fee charged.

*Ringstad 11/29/06*  
James R. Ringstad, L.S. 6474

**MORTGAGE LOCATION SURVEY**

Prepared For: North Pole Quality Construction Attn: Rich Staley P.O. Box 55882; North Pole, AK 99705		Job No. 3TA06908
Drawn: LKR	 <b>3 TIER-ALASKA, Corp.</b> 432 Lignite Avenue; P. O. Box 71940 Fairbanks, Alaska 99707-1940 (907) 456-5895 Office (907) 456-3176 Fax <small>CIVIL ENGINEERING • SURVEYING</small>	Fid Book 0612-25
Checked: JRR		
Scale: 1" = 50'		
Date of Survey: 11/29/2006		

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DECLARATION OF PROTECTIVE COVENANTS  
STALEY ESTATES SUBDIVISION  
First Addition

CC

Fairbanks Recording District

DATE: Nov. 20, 2006 SERIAL NO: 2006 - 029801 - 0

Said owners have subdivided and intent to sell lots therein, subject to certain prospective restrictions, covenants, herein after referred to as "protective covenants" in order to insure the most beneficial development of said area as a residential subdivision and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof, said owners hereby declare that said protective restrictions are hereby imposed in their entirety to Staley Estates Subdivision located within the NW 1/4 of Section 29, T.1S., R2E., F.M., Alaska and are as follows, to-wit:

1. Only one single residential structure shall be built on each lot. The total area of any residential structure, exclusive of basement, open porches, entries or garages shall not be less than 1290 square feet of living area. For a dwelling of two or more levels the ground floor area must be at least 900 square feet. The exterior of a dwelling shall be completed within two (2) years after beginning of construction, and finished with an acceptable, recognized, permanent finish material. Accessory buildings shall be finished in the same manner as the dwelling exterior, within two (2) years after beginning of construction. All dwellings shall be constructed and designed to assure conformance to minimum standards of the City of Fairbanks building code as of the year of construction.
2. No structure of a temporary character, trailer, tent, shack, garage or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanent. Specifically prohibited as being unacceptable construction are outhouses, toilets, quonset huts, wannigans and mobile homes. A basement may not be used as a temporary residence pending completion of upper portion of structure, not to exceed two (2) years.
3. Bulldozers and/or other heavy equipment may be used to clear driveways and dwelling sites only. To preserve the natural environment, clearing or thinning of other trees or brush on all properties shall be hand-cleared; ie, machete, axe, hand or powered saw. Under any circumstances the clearing of all lots shall be selective and not cover more than 20,000 square feet of the gross lot area as per Army Corp of Engineers wetland requirements, with the remaining area left in its natural state. Burning of brush will be permitted only in adequately cleared areas and always in compliance with State and Borough requirements. At no time will fires be left unattended.
4. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State D.E.C. Approval of such systems installed shall be obtained from such authority. No individual sewage 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 State D.E.C. Approval of such systems installed shall be obtained from such authority. All septic systems and wells shall be installed per subdivision plans and at no time shall any landowner install a well or septic system to restrict another landowner from installing a system to conform to all State D.E.C. codes.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood that is, no heavy equipment, derelict autos, etc. Not more than three (3) vehicles or any type may be regularly parked on a lot outside of a garage and all vehicles must be of current year registration. The parking of commercial vehicles or the use of this land for the storing of vehicles, machinery, surplus equipment, scrap or any other item not directly connected with the use of the land for strictly residential purposes is specifically declared to be a nuisance within the meaning and intent hereof.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and further, all dogs shall be restrained as necessary to prevent their becoming a nuisance. Dogs shall be on leash when not confined to the owner's property. No dog teams will be allowed at any time.

7. No lot or any part thereof shall be used as a dumping or storage ground for refuse or rubbish of any kind whatsoever. Trash, garbage and other waste shall be kept in sanitary containers, accumulated trash, garbage and other waste shall be disposed of not less than once a week. Containers and equipment used for the storage and disposal of refuse shall be maintained in a clean and sanitary condition and located in a concealed non-obvious location in accordance with the regulations of the Alaska Department of Environmental Protection.

8. No signs of any description shall be placed upon said lots or part thereof for public view.

9. All buildings, septic systems and wells will be constructed and located in accordance with the Fairbanks North Star Borough and State D.E.C. ordinances and regulations.

10. All storage tanks for oil, gas, diesel etc., will be stored in underground tanks installed in accordance with the State of Alaska Fire Marshall and State D.E.C. regulations.

11. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, within these easements no permanent structures or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of recording of these covenants after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument is signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in



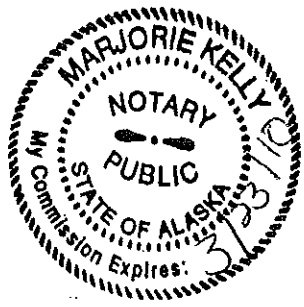
whole or part. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenants by judgment or court shall in no way affect any of the other provisions which shall remain in force and effect.

Richard M. Staley  
Richard M. Staley  
Nov 17, 2006  
Date  
Cathleen E. Staley  
Cathleen E. Staley  
Nov. 17, 2006  
Date  
State of Alaska  
)  
)ss.  
Fourth Judicial District

THIS IS TO CERTIFY that on this 17 day of November, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared before Richard M. Staley and Cathleen E. Staley, to me known and known to me to be the identical individual named in and who executed the forgoing Staley Estates Subdivision Covenants, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last herein above written.

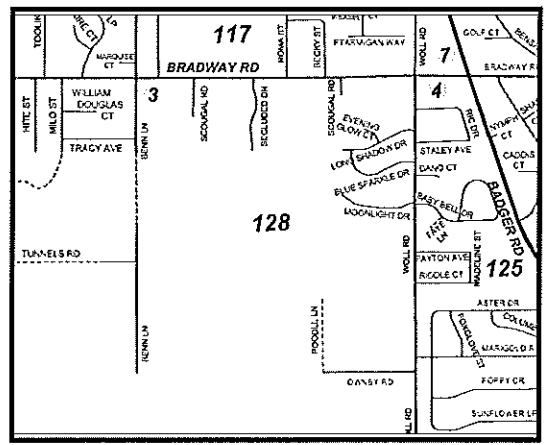
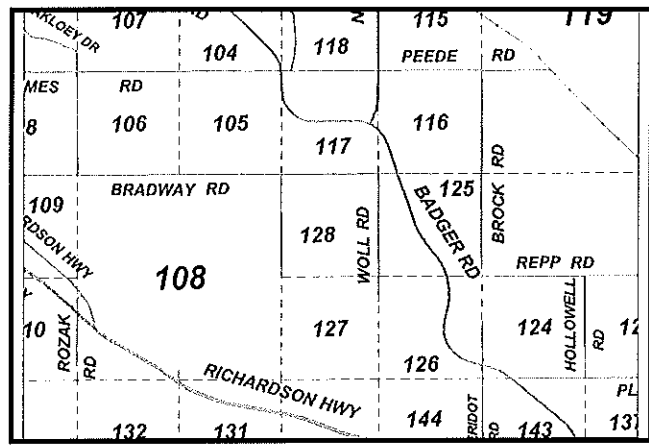
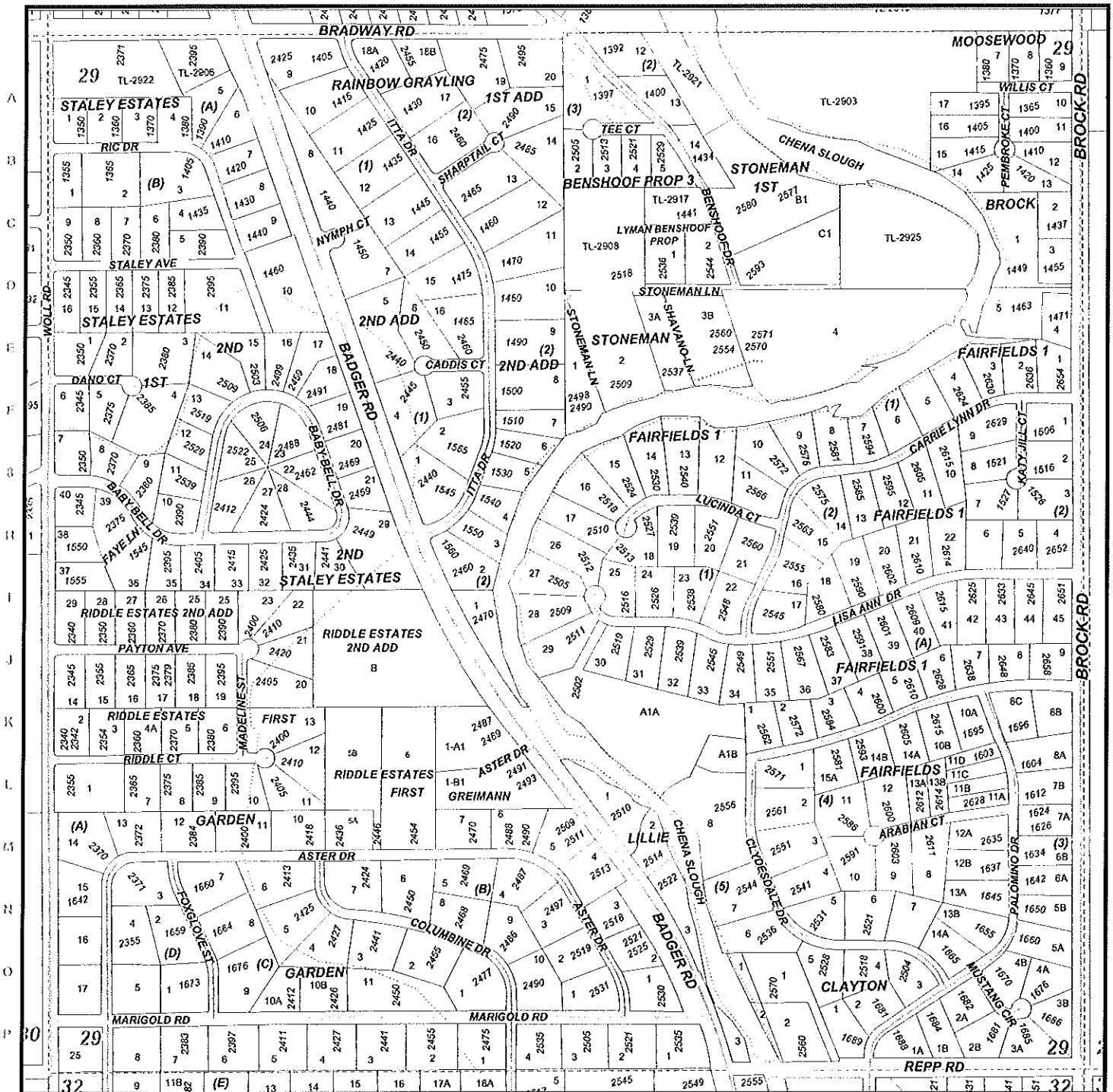
Marjorie Kelly  
Notary Public in and for Alaska  
My Commission Expires: 3/23/10



When recorded please return to:  
Richard M. Staley  
PO Box 55882  
North Pole, AK 99705

FAIRBANKS RECORDING DISTRICT





1S - 2E  
 Badger East  
 21211  
**125**  
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 Alaska Street Master  
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 Anchorage, AK 99514  
 907-243-0477