



Fidelity Title Agency

of Alaska, LLC

3150 C Street, Suite 220, Anchorage, AK 99503
Phone (907) 277-6601 · Fax (907) 277-6617

PROPERTY PROFILE

It is our pleasure to provide this property profile to assist you in the listing and sale of this property. Please acknowledge the time and effort in its preparation by using **Fidelity Title Agency of Alaska** for the title and escrow services.

PREPARED FOR: **Magari Lutz**

APPARENT OWNER OF RECORD: **Doyon Limited**

LEGAL DESCRIPTION: **Tract A, Doyon Estates, Plat No. 97-100**

Doyon Estates, Fairbanks

ATTACHMENTS: **Deeds, Deed of full Reconveyance, Covenant, Plat Map**

NOTES:

PREPARED BY: **Jane Lee by Khanh Deaver**

DATE: **10 / 5 / 2022**

The attached documents are not a representation of the condition of title to the property and are provided for information purposes only. Since a complete title search has not been made, we disclaim all liability for the accuracy or completeness of any furnished information. Under this disclaimer of liability, we will not be liable to you even if we were negligent in providing inaccurate or incomplete information. The recipient and all others reviewing the enclosed information are not authorized to rely upon it for any purpose, including the closing or recordation of any real estate transaction relating to the property.

Summary

PAN 492418	Physical Description do not rely on as a legal description LOT A DOYON ESTATES OUT OF TL-811 SEC 8 T1S-R1W	Neighborhood 0180 - Doyon Estates	Fire Service Area CITY OF FAIRBANKS
Property Class Vacant Land	Tax Status TAXABLE		Business
Land Area 1 - 222,853 Square Feet	Millage Group 0044 - DOYON ESTATES	Millage Rate 18.044	
Street Address	Billing Address 1 DOYON PLZ STE 300 FAIRBANKS AK, 99701-2941	Child Properties None	Parent Properties

Documents

The FNSB provides a link to view the recorded document at the State of Alaska Recorders Office through the instrument #. Current registered documents **not** showing may be seen at the State of [Alaska Recorders Office Search page](#). The FNSB has no control over the contents posted on any external web sites and these sites may have separate terms of use and privacy policies. The inclusion of this web link does not imply endorsement by the FNSB of the site, its content, advertisers or sponsors.

Description	Record Date	Book	Page	Instrument
Record Survey	11/18/2015			2015-019056-0
Record Survey	7/14/2015			2015-010744-0
Quitclaim Deed	10/12/2010			2010-018971-0
Right-of-Way Plat	12/24/2008			2008-025416-0
Covenant Amendment	6/1/2004			2004-011725-0
Covenant Amendment	3/26/2002			2002-005889-0
Covenant Amendment	8/1/2000	1210	36	
Covenant Amendment	8/1/2000	1210	36	
Covenant Amendment	6/24/1999	1146	940	
Covenant Amendment	3/19/1998	1055	235	
Quitclaim Deed	1/14/1998	1045	149	
Plat	10/16/1997			1997-022951-0
Covenants	10/16/1997	1030	823	1997-022952-0
Ordinance	7/18/1993			

Assessment History

For questions regarding assessments, contact the FNSB Department of Assessing at 907-459-1428. For information on our exemption programs please visit our [website](#). Or contact our office at 907-459-1428.

Year	Land	Improvement Value	Full Value Total	Exemptions Total	Taxable
2022	\$724,272.00	\$0.00	\$724,272.00	\$0.00	\$724,272.00
2021	\$724,272.00	\$0.00	\$724,272.00	\$0.00	\$724,272.00
2020	\$724,272.00	\$0.00	\$724,272.00	\$0.00	\$724,272.00
2019	\$724,272.00	\$0.00	\$724,272.00	\$0.00	\$724,272.00
2018	\$724,272.00	\$0.00	\$724,272.00	\$0.00	\$724,272.00

Exemptions

Exemption Type	General Government	City Of Fairbanks	City Of North Pole	Service Area
FULL AND TRUE VALUE	\$724,272.00	\$724,272.00	\$0.00	\$0.00

Tax History

If taxes are delinquent, the payoff date is projected to **11/1/2022**. For payments after this date, please call the FNSB Division of Treasury And Budget at **907-459-1441** for the correct amount.

All **PRIOR YEAR** delinquent payments must be made with guaranteed funds.

Year	Tax Levied	State Exempted	Fees	Total Due	Total Paid	Net Due
2022	\$13,068.76	\$0.00	\$0.00	\$13,068.76	\$6,534.38	\$6,534.38
2021	\$14,166.74	\$0.00	\$0.00	\$14,166.74	\$14,166.74	\$0.00
2020	\$14,177.62	\$0.00	\$0.00	\$14,177.62	\$14,177.62	\$0.00
2019	\$14,313.76	\$0.00	\$0.00	\$14,313.76	\$14,313.76	\$0.00
2018	\$14,361.58	\$0.00	\$0.00	\$14,361.58	\$14,361.58	\$0.00

cc

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2010-018971-0

Recording Dist: 401 - Fairbanks
10/12/2010 1:26 PM Pages: 1 of 4



Fairbanks Recording District
Fourth Judicial District

QUITCLAIM DEED

Grantor DOYON PROPERTIES, INC. an Alaska corporation, of 714 Fourth Avenue, Fairbanks, Alaska, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and sufficient consideration, receipt of which is acknowledged, conveys and quitclaims to the Grantee DOYON, LIMITED, of 1 Doyon Plaza, Suite 300, Fairbanks, Alaska, all right, title and interest, if any, of Grantor in the real property and improvements to real property described as:

Parcel I (Jimmy Huntington Building):

Lot Three "A" (3A), Block Forty-Nine (49), FAIRBANKS TOWNSITE, according the replat filed April 15, 1985 as Plat Number 85-49; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Parcel II (North Pole Property #1):

A parcel of land lying within the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Fifteen (15), Township Two South (T2S), Range Two East (R2E), Fairbanks Meridian; located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

BEGINNING at the quarter section corner in the line between Sections Fifteen (15) and Sixteen (16), said Township and Range, THENCE on the Section line South 0°05' East 483.42 feet; THENCE South 37°01' East 806.02 feet to the TRUE POINT OF BEGINNING; THENCE South 37°01' East 229.20 feet; THENCE West 187.86 feet; THENCE North 37°01' West 116.10 feet; THENCE North 52°59' East 150.0 feet to the POINT OF BEGINNING.

Parcel III (North Pole Property #2):

A parcel of land in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Fifteen (15), Township Two South (T2S), Range Two East (R2E), Fairbanks Meridian; located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

BEGINNING at the point on the South right-of-way line of the Richardson Highway that is South 0°05' East 483.42 feet South 37°01' East 656.0 feet from the quarter section corner common to Sections Fifteen (15) and Sixteen (16) of said Township and Range; THENCE South 37°01' East 150.0 feet; THENCE South 52°59' West 150.0 feet; THENCE North 37°01' West 150.0 feet; THENCE North 52°59' East 150.0 feet to the POINT OF BEGINNING.

Parcel IV (North Pole Property #3):

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section (15), Township Two South (T2S), Range Two East (R2E), Fairbanks Meridian; located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

EXCEPTING THEREFROM that portion beginning at the South 1/4 corner of Section 15; THENCE North 0°06' West a distance of 50 feet to the TRUE POINT OF BEGINNING; THENCE South 89°57' West 450.0 feet; THENCE North 0°06' West 420.0 feet; THENCE North 89°57' East 450.0 feet; THENCE South 0°06' East 420.0 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion beginning at the South 1/16 corner common to Sections Fifteen (15) and Sixteen (16), Township Two South (T2S), Range Two East (R2E), Fairbanks Meridian; Proceed South 00°05'15" East along the Section line common to said Section 15 and 16 a distance of 50.0 feet to the TRUE POINT OF BEGINNING; THENCE South 89°59'00" East 762.2 feet to a point approximately 25 feet along a lone parallel to said centerline of the Old Richardson Highway; THENCE South 37°08'15" East along a line parallel to said centerline of the Old Richardson Highway a distance of 62.8 feet; THENCE North 89°59'00" West 799.9 feet to a point on the Section line common to said Sections 15 and 16; THENCE North 00°05'15" West along said Section line a distance of 50.0 feet to the POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that portion Deeded to the State of Alaska, Department of Transportation and Public Facilities by Warranty Deed recorded May 22, 1989 in Book 622, Page 702.

Parcel V (North Pole Property #4):

A parcel of land lying within the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Fifteen (15), Township Two South (T2S), Range Two East (R2E), Fairbanks Meridian; located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

BEGINNING at the South 1/16 corner common to Sections Fifteen (15) and Sixteen (16); THENCE along the Section line common to Sections 15 and 16 North 0°03'28" West 963.32 feet to the South right-of-way of the Old Richardson Highway; THENCE along the right-of-way line South 37°00'26" East 26.45 feet; THENCE South 0°03'28" East 376.38 feet; THENCE South 36°59'28" East 80.02 feet; THENCE North 53°00'32" East 226.27 feet to the South right-of-way line of the Old Richardson Highway; THENCE South 37°00'26" East 350.00 feet along the right-of-way; THENCE South 53°00'32" West 226.37 feet; THENCE South 36°59'28" East 266.10 feet; THENCE South 89°58'28" East 283.66 feet to the



South right-of-way line of the Old Richardson Highway; THENCE along the right-of-way line South 37°00'26" East 12.12 feet; THENCE North 90°00' West 725.13 feet to the South 1/16 corner common to Sections 15 and 16 and the TRUE POINT OF BEGINNING.

Parcel VI (Doyon Estates #1)

Tract A, DOYON ESTATES, according to the plat filed October 4, 1997 as Plat Number 97-100; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Parcel VII (Doyon Estates #2)

Tract B-2 of the REPLAT OF TRACT B DOYON ESTATES, according to the plat thereof filed October 29, 1999 as Plat Number 99-96; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Parcel VIII (Phillips Field Road Property):

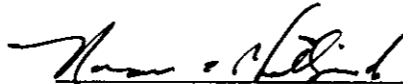
Lot "A" Two (A-2), PHILLIPS SUBDIVISION, FIRST ADDITION, according to the plat filed July 21, 2000 as Plat Number 2000-67; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

TOGETHER with all improvements to that real property, all of which is located in Fairbanks Recording District, Fourth Judicial District, State of Alaska.

This conveyance is made without any warranty or covenant whatsoever.

DATED at Fairbanks, Alaska this 30th day of September, 2010.

DOYON PROPERTIES, INC.




Norman L. Phillips, Jr., President



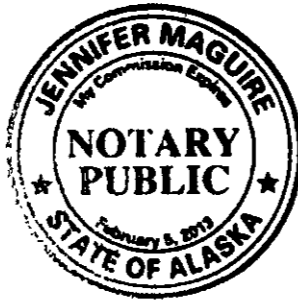
STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that the foregoing Quitclaim Deed was acknowledged before me by Norman L. Phillips, Jr., President of Doyon Properties, Inc., an Alaska corporation, on behalf of the corporation, this 30th day of September, 2010.



Notary Public for Alaska
My commission expires 2/5/2013

After recording please return to:
Doyon, Limited
1 Doyon Plaza, Suite 300
Fairbanks, Alaska 99701





RECORD THIS INSTRUMENT IN THE FAIRBANKS RECORDING DISTRICT

INDEX THIS INSTRUMENT AS FOLLOWS:

Grantor: Tectonic Resources, LLC
Grantee: Doyon, Limited
Lands: See Exhibit A attached hereto

RETURN THIS INSTRUMENT TO: Stoel Rives LLP
Attn: Ramona Monroe
510 L Street, Suite 500
Anchorage, AK 99501

MINING QUITCLAIM DEED

THIS MINING QUITCLAIM DEED (this "Deed"), given this 21 day of July, 2021, by TECTONIC RESOURCES, LLC ("Tectonic"), an Alaska limited liability company with an address of 312-744 West Hastings Street, Vancouver BC, V6Z 1A5 Canada, to DOYON, LIMITED. ("Doyon"), an Alaska Native regional corporation with an address of 1 Doyon Place, Suite 300, Fairbanks, AK 99701.

RECITALS

- A. Effective June 1, 2018, Tectonic and Doyon entered into a Mining Lease (as amended, the "Lease") pursuant to which Doyon granted to Tectonic all of Doyon's right, title, and interest in certain lands for the purposes of exploring for, developing, and mining of minerals.
- B. The Lease has terminated and Tectonic has completed all reclamation and other closure actions required by the Lease.
- C. Pursuant to Section 12.5 of the Lease, the Parties wish to execute and record this quitclaim deed to provide constructive notice that Tectonic has no further interest in the lands subject to the Lease.

CONVEYANCE

For and in consideration of \$10.00 and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Tectonic CONVEYS and QUITCLAIMS to Doyon and its successors and assigns, all rights, titles, and interests that Tectonic has (if any) in, under, to, and respecting the lands described in the attached Exhibit A, TO HAVE AND TO HOLD FOREVER.

Signatures on following pages.



EXHIBIT A

**NORTHWAY PREMISES LEGAL DESCRIPTION
(DOYON SURFACE AND SUBSURFACE; DOYON SUBSURFACE ONLY)**

Doyon Surface and Subsurface

Copper River Meridian, Alaska.

T. 13 N., R. 19 E., Sections 4-9, 16-21, 28-36.

T. 15 N., R. 19 E., Sections 1-13, 16-18, 35-36,
and portions of 14, 15, 21, 23, 24, 25, 26, and 34 as depicted in Exhibit B.

T. 16 N., R. 18 E., Sections 1-17, 21-28, 34-36.

T. 16 N., R. 20 E., Sections 1-36.

Doyon Subsurface Only (Village Surface)

Copper River Meridian, Alaska

T. 13 N., R. 19 E., Sections 1-3, 10-15, 22-27.

T. 13 N., R. 20 E., Sections 1 – 30.

T. 14 N., R. 19 E., Sections 1-36.

T. 14 N., R. 20 E., Sections 3-10, 14-36.

T. 15 N., R. 18 E., Sections 1-4, 11-14, 22-26, 35-36,
and portions of 5, 6, 8, 9, 10 and 15 as depicted in Exhibit B.

T. 15 N., R. 19 E., Sections 19, and portions of 20,
and 28-33 as depicted in Exhibit B.

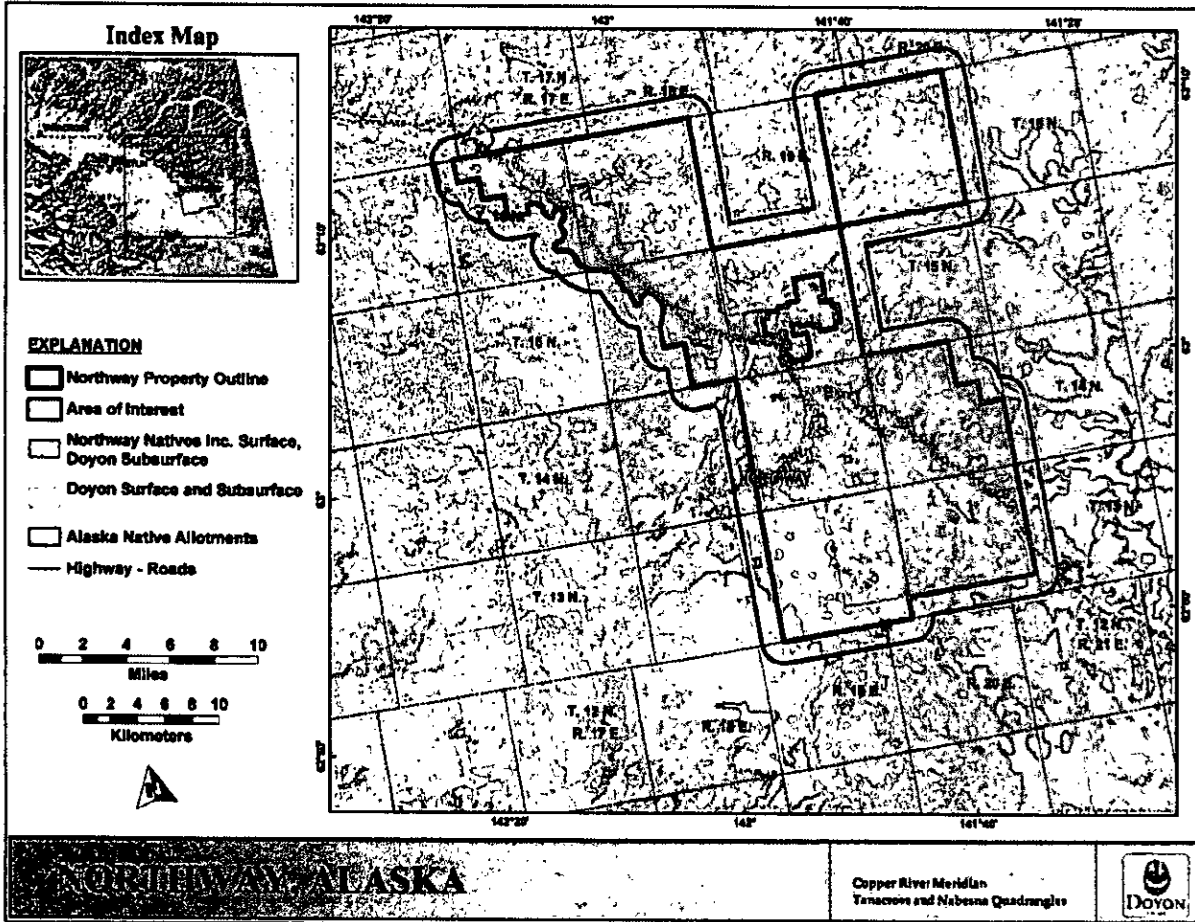
T. 16 N., R. 17 E., Sections 1-5, 9-12, 15,
and portions of 13, 14, 23, 24, 25, 26, and 36 as depicted in Exhibit B.

T. 16 N., R. 18 E., Sections 18-20, 29-30, 32-33,
and portion of 31 as depicted in Exhibit B.



EXHIBIT B

NORTHWAY BLOCK MAP



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RETURN TO:

FIRST NATIONALBANK ALASKA
P.O. Box 60240
Fairbanks, AK 99706

SH RECON #38968

DEED OF FULL RECONVEYANCE

Whereas, the indebtedness secured to be paid by the Deed of Trust executed by **DOYON LIMITED** to **FAIRBANKS TITLE AGENCY, INC.**, a corporation as Trustee dated **NOVEMBER 24, 1997**, recorded **NOVEMBER 25, 1997** in Book **1037**, Page **773**, in the **Fairbanks** Recording District, **Fourth** Judicial District, State of Alaska, has been fully paid.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1; 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 and 25, Block 2; 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 and 26, Block 3; 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, 30, 31, 32, 33, 34, 35, 36, 37 and 38, Block 4; Tracts 'A' and 'B' DOYON ESTATES, according to the plat filed October 16, 1997 as Plat Number 97-100; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Now therefore, in consideration of the payment of said indebtedness, **FAIRBANKS TITLE AGENCY, INC.**, as Trustee, does hereby **RECONVEY**, without Warranty, to the **PERSON OR PERSONS ENTITLED THERETO**, all the right, title and interest now held by said Trustee in and to the property described in said Deed of Trust.

DATED September 8, 2004

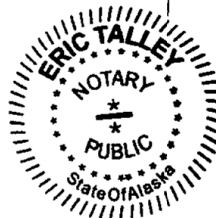
FAIRBANKS TITLE AGENCY, INC.
As Trustee

Rita M. Bowden
Vice President

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

On this 8 day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Rita M. Bowden, known to me to be the Vice President of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

Notary Public in and for the State of Alaska
My Commission Expires: 09/14/07



This Document is Amending and Restating
Doyon Estates Covenants Filed on
October 16, 1997, Book 1030, Pgs. 823-851.

2004-011725-0

Recording Dist: 401 - Fairbanks
6/1/2004 11:11 AM Pages: 1 of 35

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COVER LETTER

FOR

AMENDED AND RESTATED

COVENANTS FOR DOYON ESTATES

Return To: Doyon Estates Owners' Assn. Inc.
1 Doyon Place, Suite 300
Fairbanks Alaska, 99701-2941

**AMENDED AND RESTATED
COVENANTS FOR
DOYON ESTATES**

INDEX TO DECLARATION OF RESTATED COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DOYON ESTATES SUBDIVISION
08/14/03

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2004-011726-0

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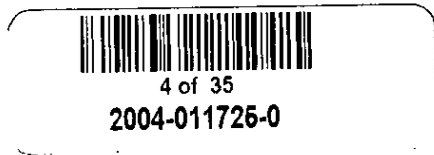
Class A 6

Class B 6

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DECLARATION OF RESTATED COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DOYON ESTATES SUBDIVISION
08/14/03



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DECLARATION OF RESTATED COVENANTS, CONDITIONS AND
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08/14/03



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DECLARATION OF RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DOYON ESTATES SUBDIVISION

THIS DECLARATION, made this 24th day of June, 2003, by DOYON, PROPERTIES, INC. a regional native corporation, its successors and assigns, shall be hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the fee owner of the real property described as: Lots One (1) through Eight (8), Block One (1); Lots One (1) through Twenty-Five (25), Block Two (2); Lots One (1) through Twenty-Six (26), Block Three (3); and Lots One (1) through Thirty Eight (38), Block Four (4), and Tract B Doyon Estates Subdivision, Plat Nos. 97 - 100 Fairbanks Recording District, Fourth Judicial District, State of Alaska (the "covered property" or "the property"). This Declaration is being imposed by Declarant upon the covered property.

B. Declarant deems it desirable to establish covenants, conditions, and restrictions ("CCR's") upon the covered property, and each and every lot, tract and portion thereof, which shall constitute a general scheme for the residential use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of all real property within Doyon Estates.

C. It is desirable for the efficient preservation of the value, desirability and attractiveness of the covered property to create a nonprofit corporation to which shall be delegated and assigned by the property owners, the responsibility and duty of administering and enforcing these covenants and restrictions, and collecting and disbursing funds pursuant to the assessments and charges created and referred to herein.



D. Doyon Estates Owners' Association, Inc. (the 'Association') shall be organized as a nonprofit corporation under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid.

E. Declarant shall hereafter hold and convey title to all the covered property subject to certain protective covenants, conditions and restrictions hereafter set forth, and subject to the powers and duties of Doyon Estate Owners' Association, Inc.

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of its interests as the same may from time-to-time appear in the covered property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interest in the covered property, and the owners of said interests, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the land and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every owner of said interests and the dominant tenement or tenements.



ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration, and are defined as follows:

Section 1. Architectural Committee shall mean and refer to the committee provided for in the Article hereof entitled "Architectural Control".

Section 2. Articles and Bylaws shall mean and refer to the Articles of Incorporation and Bylaws of the Association, as the same from-time to time may be duly amended.

Section 3. Association shall mean and refer to Doyon Estates Owners' Association Inc., a nonprofit corporation formed under the laws of the State of Alaska on September 4, 1997.

Section 4. Common Expenses shall mean and refer to the: costs of management and administration of the Association; reasonable reserves as appropriate; taxes, if any paid by the Association; costs incurred by the Architectural Committee; costs and expenses of maintaining and preserving areas and facilities for the common use and benefit of members; and, the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with this Declaration, the Articles of Incorporation or the Bylaws, or in furtherance of the purposes of the Association, or in the discharge of any obligations imposed on the Association by the Declaration of CCR'S.

Section 5. Covered Property or Project shall mean and refer to all real property known as and particularly described in Exhibit "A" hereto.



Section 6. Lot shall mean the lots and tracts within Doyon Estates Subdivision. Front lot line shall mean that lot line which borders any street within the subdivision. The sides of a corner lot which border two streets shall be considered front lot lines. Rear lot line shall mean that lot line or combination of lot lines opposite the front lot line. Side lot lines shall mean any lot line or combination of lot lines connecting to the front and rear lot lines.

Section 7. Member shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant as long as Declarant is an "Owner" as hereinafter defined. "Member" does not mean a person or person or entity who holds a property interest merely as security for performance of an obligation.

Section 8. Owner shall mean and refer to one or more persons or entities who are alone or collectively the record owner of fee simple title to a lot, including Declarant, but excluding those having an interest merely as security for the performance of an obligation.

Section 9. Dwelling shall mean the residential dwelling unit together with garages and other structures on the same lot. **Attached Dwelling.** means a dwelling unit which is attached to another dwelling unit by a common wall or vertical cavity wall extending from the floor to the ceiling and from exterior wall to exterior wall, or by a horizontal structural floor extending from exterior wall to exterior wall. **Detached Dwelling** means a dwelling unit which is entirely surrounded by open space on the same lot and not connected in any manner to another dwelling. **Two-Family Attached Dwelling,** means one (1) building consisting of two (2) dwelling units attached by a common wall or vertical cavity wall extending from the floor to the ceiling and from exterior wall to exterior wall, or a horizontal structural floor extending from exterior wall to exterior wall, or a single roof extending from exterior wall to exterior wall. **Common Wall** means an interior wall that separates and distinguishes two (2) or more uses located in the same building or structure, as defined by the most current Uniform Building Code.



Section 10. Board shall mean the Board of Directors of the Association.

Section 11. Association Rules shall mean rules adopted by the Association pursuant to the Articles hereof entitled "Duties and Powers of the Association."

Section 12. Mortgage, Mortgagee, Mortgagor. References in this Declaration to the mortgage shall be deemed to include a deed of trust; reference to a "mortgagee" shall be deemed to include the beneficiary of a deed of trust; reference to a "mortgagor" shall be deemed to include the trust or of a deed of trust.

Section 13. Common Area shall mean all real property, improvements, and amenities owned by the association for the common use and employment of the owners. Such common areas shall be deeded by the Declarant to the Association at a later date.

Section 14. Commercial Area. Tract A is deemed a commercial area and Declarant shall have the right to establish rules, covenants, conditions and restrictions which shall apply to the non-residential use and/or development of Tract A.

ARTICLE II

MEMBERSHIP

Section 1. Membership. Every owner shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners, are not exclusive; in addition, all owners shall be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association; to the extent the provisions of the Articles and Bylaws are in conflict with this Declaration, the terms of the Declaration shall prevail and control. Membership of owners shall be appurtenant to and may not be separated from the fee



ownership of any lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single lot or tract.

Section 2. Transfer. The membership held by any owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one lot.

Class B. Class B Member shall be Doyon Properties Inc. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership; provided that the class B membership shall cease and be converted to a class A membership on the occasion of either of the following events, whichever shall first occur:

- A. When the total votes outstanding in the Class A membership equals seventy five (75%) of the lots, or
- B. December 31, 2005.

All voting rights shall be subject to the restrictions and limitations provided herein, and the Articles and Bylaws of the Association



ARTICLE III

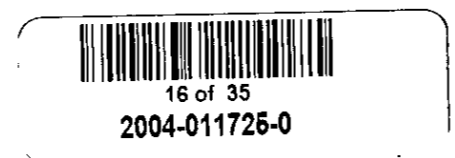
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it, hereby covenants and agrees to pay, and each owner of any lot by acceptance of a deed or other conveyance, agrees to pay the assessments of the Association, as set forth in the Bylaws of the Association. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. An owner's personal obligation shall not pass to his successors in title, unless the successor in interest expressly assumes the predecessor's obligation. A lien upon the lot shall not be discharged by conveyance of title to a lot.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Approval and Conformity of Plans. No Owner shall construct a structure, nor shall any Owner make any structural addition, structural alteration, or structural improvement in or to their property without the prior written approval of the Architectural Control Committee in accordance with the Architectural Design Policy as amended and adopted from time to time, by the Association's Board of Directors. An applicant may petition the Association's Board of Directors for a review of an Architectural Control Committee's decision by submitting a written statement to the President of the Board, explaining the issue and the proposed solution, within thirty (30) days following the final decision of the Architectural Control Committee. A majority of the Directors must agree that a review is appropriate and will notify the applicant within forty-five (45) days after the applicant's statement is received of the acceptance or denial of the



petition, and any conditions. Improvements, alterations or maintenance that is inconsistent with the approval granted by the Architectural Control Committee or the Association's Board of Directors, shall be deemed to have been undertaken without the required approval. Approval of plans by the Architectural Control Committee or the Association's Board of Directors and implementation of the plans consistent with said approval, shall be deemed to be conclusive proof of compliance with the provision of this Declaration. No dwelling or outbuilding shall be constructed, erected or maintained upon the covered property, nor shall any exterior addition to or change or alteration in any such structure be made, nor shall any river frontage bank stabilization, nor any clearing and clearing and development within fifty (50) feet of the shoreline of the Chena River be made:

A. which is not in conformance with the laws ordinances of the United States of America, State of Alaska, Fairbanks North Star Borough, and City of Fairbanks, and the provisions of this Declaration, and

B. until there has been approved (by the Architectural Committee described below) plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structure.

Before granting such approval, the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such architectural standards, if any, as may from time to time be adopted by the Board ("Architectural Standards"), and providing that the structure is in harmony as to external design and location with surrounding structures and topography, and

C. which is not constructed in accordance with such approved plans and specifications, and

D. until the owner of a lot on the Chena River, or the lot owner's agent, has submitted to the Architectural Committee, written materials describing planned activities, which



include, but are not limited to bank stabilization, clearing, development, planting, removal of trees, including the construction of waterfront docks or piers, decks, stairs, or any other structure below the ordinary high water (OHW) mark;

- (1) The Architectural Committee shall review the owner's plans and specifications for the purpose of assisting the owner with meeting applicable local, state, and federal requirements related to stream bank stabilization projects, or any other construction activity on the bank of the Chena River, or within fifty (50) feet of the OHW;

- (2) The Architectural Committee shall establish and consult with all pertinent government resource agencies for the purpose of establishing written guidelines to be provided to all prospective property owners. The guidelines shall:
 - a) address river bank stabilization and riparian management objectives;
 - b) to the maximum extent possible, provide for uniformity of techniques and materials within Doyon Estates Subdivision as they are used for river bank stabilization projects and improvements;
 - c) to the maximum extent that is reasonably possible, serve to maintain the Chena River's biological and esthetic resources through bio-engineered stream bank stabilization techniques.

- (3) Review of plans and specifications by the Architectural Committee, does not constitute approval by local, state and federal government agencies, but is undertaken by the Architectural Committee for the purpose of insuring uniform stream bank development activity along and within Doyon Estates Subdivision.



Section 2. Time and Effect of Plan Approval. Approval of plans and specifications by the Architectural Committee does not constitute approval of engineering design, and by approving such plans and specifications, neither the Architectural Committee, the members thereof, the Association nor Declarant assumes liability or responsibility therefore, or for any defect in any structure construct or improvement constructed from such plans and specifications in the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same has been submitted to it, such plans and specifications shall be deemed approved, excepting therefrom, those plans and approvals which require local, state or federal government agency approval, including, but not limited to, Chena River bank stabilization projects and improvements. , Approval or disapproval of plans and specifications by the Architectural Committee shall be in writing.

Section 3. Appointment of Architectural Committee. The Declarant shall Initially, appoint the Architectural Committee and it shall consist of not less than five (5) members. The Declarant shall retain the right to appoint, augment, or replace members of the Architectural Committee until December 31, 2001, or when seventy five percent (75 %) of the lots have been conveyed by the Declarant, whichever shall first occur, provided that Declarant may, at its sole option, transfer this right of the Board of Directors of the Association by written notice thereof prior to the end of such period. On December 31, 2001, or when seventy percent (75%) of the lots have been conveyed by the Declarant, the right to appoint, augment or replace members of the Architectural Committee shall automatically be transferred to the Board of Directors of the Association, and appointment by Directors to the Architectural Committee shall be restricted to members of the Association.

Section 4. Noncompliance or Noncompetitor. Notwithstanding anything to the contrary contained herein, and notwithstanding other provisions of the law, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, the improvement shall be deemed to be in



compliance with all provisions of this Article: unless legal proceedings shall have been instituted to enforce compliance; or, an inspection by a governmental authority is required to confirm that the improvement has been constructed in accordance with applicable law.

Section 5. Appeal. Decisions of the Architectural Committee shall be appealable to the Board of Directors. Appeals may be taken to the Board by written notice to the board not more than thirty (30) days following the final decisions of the Architectural Committee, and the Board shall decide the appeal within forty-five (45) days following the receipt of such appeal. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision on appeal in favor of the appellant.

Section 6. General Provisions.

A. The Architectural Committee may establish reasonable rules, guidelines, and procedure informative materials, subject to adoption by the Board, in connection with its review of specifications, including, without limitation, the number of sets to be plans and submitted, and a payment of a reasonable fee. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

B. The address of the committee is:

Doyon Estates Architectural Control Committee
C/o Doyon Properties, Inc.
Suite 200
Fairbanks, Alaska 99701

or such other place as may from time to time be designated by the Architectural Committee. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards and landscaping standards, if any, shall be kept.



ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- A. enforce the provision of the Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association rules as provided in the Bylaws which shall include the establishment of a system of fines or penalties enforceable as a special assessment, also as provided for in the Bylaws;
- B. maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable to further the purpose of and protect the interests of the association and its members;
- C. contract with independent contractors or managing agents to perform-m all or any part of the duties and responsibilities of the Association, and
- D. establish and maintain a working capital and contingency funds in an amount to be determined by the Board of Directors of the Association.

Section 2. Association Rules. The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (the Association rules). The Association rules shall cover such matters in furtherance of the purposes of the Association; provided, however, that the Association rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws.



ARTICLE VI

OWNERS MAINTENANCE AND INSTALLATION OBLIGATIONS

Section 1. Maintenance and Installation. Every owner shall:

- A. maintain his dwelling, patios, and fences of his dwelling in good condition and repair, and
- B. maintain in attractive and viable condition the landscaping and/or the natural flora on the lot, including, such landscaping and/or natural flora located on or in any easement or drainage swale on the lot, and
- C. comply with all rules, laws, and ordinances which relate to Chena River stream bank activities, and
- D. maintain the appearance and operation of the driveway/yard light fixture required by Article VII, Section 13.

Section 2. Standards for Maintenance and Installation.

- A. maintenance of the exterior of the dwellings, walls, and roofs shall be accomplished in accordance with the architectural standards.
- B. any and all construction work must be completed within one (1) year from date of Architectural Committee approval.

ARTICLE VII

USE RESTRICTIONS

Section 1. General Provisions.

- A. All restrictive covenants listed and/or contained herein are in addition to compliance with United States of America, State of Alaska, Fairbanks North Star Borough, and City of Fairbanks zoning ordinances, use restrictions, health regulations, environmental requirements, and safety regulations.

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B. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting, to violate any covenants whether the proceeding is to restrain such violation(s) or to recover damages.

C. These covenants and restrictions are severable and the invalidation of one (1) shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

D. Easements for installation and maintenance of utilities, drainage facilities, and flood control channels, if any, are reserved as shown on the subdivision plat. Within these easements, including with any drainage swale or channel, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage and/or flood channels, or which may obstruct or retard the flow of water through drainage, flood channels in the easements, or drainage swales.

Section 2. Residences. No lot shall be used except for residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot in Block Four (4) Doyon Estates Subdivision, other than one detached, single-family dwelling not to exceed three (3) stories in height with a private garage for no less than two (2) cars and no more than three (3) cars. Buildings erected, placed, altered, or permitted to remain on lots within Blocks One (1), Two (2) and Three (3) may be single-family detached dwellings as described herein before in this section, or may be two-family attached dwellings not to exceed two (2) stories in height C) with a private garage for no less than two (2) cars per dwelling unit. Buildings erected, placed, altered, or permitted to remain on any lot within Block One (1) may be a two-family attached dwelling located on two (2) contiguous lots; the two-family units must be simultaneously developed with a building having a common wall coinciding with the side lot line common to both lots. Any lot in Block One (1), Two (2), or Three (3) developed as a two-family attached dwelling must have at least one of the two units occupied by an owner of the lot.



Section 3. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot, except that professional and administrative occupations may be carried on within residences on lots so long as there exists no external evidence thereof, and so long as such professional or administrative occupation does not require the employment of any person not residing on the lot. The term "external evidence" means the existence or operation of the business or commercial activity is apparent or detectable by sound, sight or smell from outside the residential structure on the lot. A "bed and breakfast" (home stay or activity. Daycare Facilities are defined as a business or commercial activity.

Section 4. Building Locations.

A. No building shall be located on any lot nearer than twenty-five (25) feet from the front lot line or nearer than fifteen feet from the rear lot line. Except as stated herein, no building shall be located non any lot nearer than seven and one-half (7-1/2) feet from the side-lot line, provided, however, that a minimum separation distance of fifteen (15) feet is maintained from any building on the adjacent lot, except where the building consists of two single-family attached dwellings located on lots in Block One, where such building is constructed utilizing a common wall coinciding with a common side lot line. An exception shall exist for no more than one shed per lot that may be constructed within the rear or side-lot setback if it otherwise complies with the requirements contained in the Architectural Design Policy and is approved by the Architectural Control Committee or the Association's Board of Directors. Any shed constructed with the rear or side-lot set back, must have a minimum ten (10') foot separation from a building on an adjacent lot, except from another shed. No habitable structure shall be located within fifty (50') feet of the OHW of the Chena River. Exceptions for individual lot lines may be granted by the Architectural Control Committee if the lot owner submits a site plan which demonstrates to the Committee's satisfaction that topographic considerations make strict application of the setbacks undesirable; exceptions granted by the Architectural Control Committee may be granted only if they do not violate applicable law. In no case shall an exception be granted which allows a building to be located nearer than twenty (20') feet to any public right-of-way.



B. Paved terraces, steps, patios, driveways and other similar features may be constructed within the required setbacks provided that they are not closer than five feet (5') from the side or rear lot line and are approved by the Architectural Control Committee.

Section 5. Dwelling Quality and Size . Each single-family residence constructed in Blocks 1 and 2 of Doyon Estates shall contain a minimum of one thousand five hundred (1,500) square feet of living area. Each single-family residence constructed in Block 3 of Doyon Estates shall contain a minimum of one thousand eight hundred (1,800) square feet of living area. Each single-family residence constructed in Block 4 of Doyon Estates shall contain a minimum of two thousand (2,000) square feet of living area. Each two-family attached dwelling constructed in Block 1 of Doyon Estates shall contain a minimum of one thousand four hundred (1,400) square feet of living area within each dwelling, unit. Each two-family attached dwelling, constructed in Block Two of Doyon Estates shall contain a minimum of one thousand four hundred (1,400) square feet of living area within each dwelling unit. Each two-family attached dwelling, constructed in Block Three of Doyon Estates shall contain a minimum of one thousand six hundred (1,600) square feet of living area within each dwelling unit. Each single-family residence, and each unit of a two-family attached dwelling, shall have a minimum of one garage. A garage shall not be considered as living area. No dwelling or outbuilding, shall be commenced, erected or maintained upon the properties, nor shall any exterior addition be constructed until the plans and specifications, kind, shape, height, materials, and locations of the dwelling, garage , or outbuilding have been submitted to and approved in writing, by the Architectural Control Committee as to harmony of external design and location and in relation to surrounding structures and topography.

Section 6. Nuisances. No noxious, or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots. No repair or restoration of any motor vehicle, boat, trailer, recreational vehicle, aircraft or other vehicle shall be permitted on any portion of any lot except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility.



Section 7. Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area or dwelling within the subdivision however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, but shall be removed immediately upon completion of construction of the project.

Section 8. Outbuildings and Storage Facilities. Outbuildings including greenhouses, storage buildings, etc. shall be permitted only if constructed in a permanent manner and in a style which is compatible with the architectural design of the main dwelling structure. No outbuildings will be permitted which are not properly sided, painted, and roofed. No outside storage tanks, for fuel or other liquids, shall be permitted, unless the installation and use is first approved in writing by the Architectural Committee. Any permitted storage tank shall satisfy all applicable government rules and regulations.

Section 9. Pet Regulations. No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish, and birds kept inside bird cages, may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. The term "unreasonable quantities" shall mean more than three (3). No vicious dog, as defined by the ordinances of the Fairbanks North Star borough and/or City of Fairbanks shall be kept on any lot. No horses shall be housed, boarded or stored on lots. Dogs kept out of doors must be kept in a fenced-in kennel area with concrete slab flooring. Such kennel will be located between the dwelling and the rear property line so as to be unobservable from the street.

Section 10. Rubbish and Junk. Trash, garbage or other waste shall be disposed of only by depositing same into designated trash containers. No lot, vacant or with improvements, shall be used or maintained as a dumping ground for rubbish, or for the storage of junk. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no exterior fires whatsoever, except barbecue fires contained within

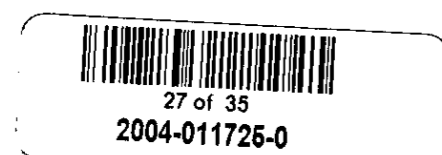


receptacles therefore. The term "junk" shall mean: worn-out, dismantled, inoperable or wrecked aircraft, vehicles or machinery, mobile homes or trailers, appliances or furniture, scrap building materials, metals, rubber, plastic or other scrap or discarded materials.

Section 11. Parking and Vehicular Restrictions. Vehicles not in operable condition shall not be parked or left on property subject to this Declaration other than in a garage located on a lot. Each owner shall provide adequate off street parking for vehicles owned by persons residing on the lot, and said off street parking shall not violate the set back restrictions of each lot, and no vehicles owned by residents of the lot shall be parked on the streets of the subdivision for more than twenty-four hours. When a common recreational vehicle and equipment storage area is established and maintained by the Association, recreational vehicles owned or controlled by a lot owner shall be stored within said common recreational vehicle and storage area, when not in regular use. The term "regular use" means that the recreational vehicle is used frequently within the context of the season while recognizing that it is the intent of the use restrictions to minimize storage of infrequently used vehicles, including trailers of all kinds, on individual lots. No recreational vehicle shall be parked on the street overnight, and no recreational vehicle shall be parked on the street in a position which interferes with or blocks driveway access to any lot.

Section 12. Resubdivision. The area of lots herein described shall not be reduced in size by resubdivision, except that owner of three (3) contiguous lots may divide the inner or middle lot, thus increasing the size of the two (2) remaining lots which shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

Section 13. Access to Lot. Only one access driveway shall be permitted for each lot in the subdivision from any subdivision street. The driveway on each lot shall be curved or "doglegged" whenever possible. Driveways shall be paved within one (1) year after completion of the dwelling roof. Each driveway shall be lighted by a single light fixture located near the intersection of the driveway and the street, and said driveway single light fixture shall be combined with the mailbox for said lot.



Section 14. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six (5) square feet advertising the property for sale or rent. All signs shall comply with the then current zoning ordinance regulations applicable to signs.

Section 15. Antennas. No CB antennas, ham radio antennas, satellite dishes, or other antennas will be installed on any lot or building with the exception of a reasonable and customary roof top television antenna. Satellite dishes shall not exceed three (3) feet in diameter and shall not be visible from the street fronting subject lot.

Section 16. Trees, Landscaping, and Maintenance of Landscape Reserve. No owner shall 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 maximum natural beauty and aesthetic value of trees is retained. Landscaping of all disturbed areas must be planted within twelve (12) months of completion of house. All landscaping must be done professionally or look professionally done. The landscape reserve designated in the final plat shall be maintained professionally and the maintenance paid for by the Doyon Estates Owners' Association Inc.

Section 17. Fences. No fence shall be erected or placed on any lot nearer to any street than specified in the front yard setback requirements, and the placement and type of fences shall enhance, rather than detract from the quality of surrounding neighborhood structures. All wood fences shall be sealed or stained so as to be weather protected. No fence or wall shall be erected until plans are approved in writing by the Architectural Control Committee as to design, quality or workmanship, and placement. In any event, no fence shall be erected closer to the front lot line than the front wall of the residential structure on the lot.

Section 18. Mailboxes. . No mailbox, either temporary or permanent, may be erected without Association approval.

Section 19. Mineral Rights. The mineral rights shall be retained by the Declarant.

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Section 20. Chena River. All stream bank and near bank activities, development, alteration, stabilization, and the like shall be in accordance with these CCR'S, and local, state and federal laws and regulations.

ARTICLE VIII

RIGHTS OF MORTGAGEE

Section 1. Priority. Where the mortgagee of a first mortgage of record which is recorded prior to the date of which any assessment lien became effective, or other lot owner obtains title to the same as a result of foreclosure of any such first mortgage, or as the result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the lots including such acquirer, his successors and assigns.

Section 2. Default. A breach of any of the provisions, covenants, restrictions or limitations hereof, or the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any mortgage made by a lot owner in good faith and for value upon the interest of a lot owner. All of the provisions herein shall be binding, upon and effective against any owner whose title to said property is hereafter acquired through foreclosure, trustee's sale, or by operation of law.

Section 3. Notice to Mortgagee. The first mortgagee shall be entitled to written notification of any default by the lot owner in the performance of the lot owner's obligations under this Declaration, or the articles, or the bylaws of the Association, which default is not cured within (30) days, and no disposition of a default or violation thereof shall disturb

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mortgagee's first lien priority.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. 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 hereafter imposed by the provision of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation- provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Owners Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations or use restrictions promulgated pursuant thereto that govern the conduct of owners and that provide for sanctions against owners shall also apply to all occupants, guests and invitees of any owner.

Section 3. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provisions which shall to remain in full force and effect.

Section 4. Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind the covered property and shall insure to the benefit of and be enforceable by the Association of any member, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants, conditions and restrictions shall be automatically extended for successive

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periods of ten (10) years, unless an instrument signed by a majority of the then members has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the covered property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpretation of construction.

Section 6. Amendments. This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than fifty-one percent (51 %) of the owners, and further this amendment provision shall not be amended to allow amendments by the written assent or vote of less than fifty-one percent (51 %) of the owners unless otherwise stated herein.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine. connection with, or in relation to this Declaration, shall be submitted and determined by arbitration in accordance with the rules, then pertaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Section 8. Notices. In each instance in which notice is to be given to an owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice be to one or two or more co-owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the owner at the most recent address furnished by such owner in writing to the Association for the purpose of giving notice or if no such address shall have been furnished, then to the street address of such owner's lot, and any notice so deposited in the mail within Alaska shall be deemed delivered seventy-two (72) hours after such deposit. Delivery to one owner of a lot is deemed delivery and notice to all owners (co-owners) of said lot.

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Section 9. Nonliability of Officials. To the fullest extent permitted by law, neither the: Board, the Architectural Committee, any other committees of the Association or any member thereof shall be liable to any member or the Association for any damage, loss or prejudice suffered or claimed on account of any decisions, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence t)r the like, made in good faith within which such Board, committees or persons reasonably believed to be within the scope of their duties.

Section 10. Failure of Owner to Comply. The failure of any lot owner to comply with provisions of the Declaration and Bylaws shall create a cause of action in favor of the Association, and also in favor of any aggrieved owner, for the recovery of damages, or for injunctive relief, or both.

Section 11. Arbitration. Any dispute, controversy, or claim arising out of in connection with, or in relation to this Declaration, shall be submitted and determined by arbitration in accordance with the rules, then pertaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.



IN WITNESS WHEREOF, Declarant has executed this instrument on this 25th day of May 2004.

DECLARANT

DOYON ESTATES OWNERS' ASSOCIATION, INC.

By *Allen M. Todd*
Its *President*

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 25th day of May 2004, before me, the Notary Public in and for the State of Alaska duly commissioned and sworn, Allen M. Todd personally appeared before me and is known to me to be the identical individual described in and who executed the within and foregoing document as President of DOYON ESTATES OWNERS' ASSOCIATION, INC. in the name of and for and on behalf of said Association, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Linda Slocum

Notary Public in and for Alaska

My Commission Expires: 9/24/07

DOYON\CCR

DECLARATION OF RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR DOYON ESTATES SUBDIVISION
08/14/03

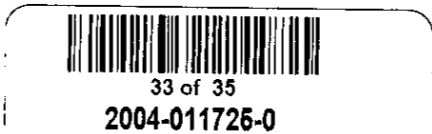


Exhibit A

to

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DOYON ESTATES SUBDIVISION

Legal Description of Doyon Estates Subdivision

Lots One (1) through Eight (8), Block One (1); Lots One (1) through Twenty-Five (25), Block Two (2); Lots One (1) through Twenty-Six (26), Block Three (3); and Lots One (1) through Thirty-Eight (38), Block Four (4), and Tract B, Doyon Estates Subdivision, Plat No. 97-100, Fairbanks Recording District, Fourth Judicial District, State of Alaska.

EXHIBIT A



DECLARATION

DECLARANT

DOYON ESTATES OWNERS' ASSOCIATION INC.

THIS IS TO CERTIFY THAT on the 25th day of May 2004, I, Allen M. Todd, attended the Annual Meeting of the Doyon Estates Owners' Association, Inc. This declaration further certifies that at duly mentioned meeting a quorum was present and a motion was passed, by majority vote, to adopt the enclosed "Amended and Restated Covenants for Doyon Estates". Finally, this declaration certifies that these Amended and Restated Covenants hereby supersede and replace the previous covenants filed on October 16, 1997, Book 1030, Pgs. 823-851.

Dated: 5/25/04

Dated: 5/25/2004

Doyon Estates Owners' Association, Inc.

Doyon Estates Owners' Association, Inc.

By Allen M. Todd

Attested to By Ray Atwood

Its President

Its Secretary/Treasurer

Signature 

Signature 



DOYON ESTATES

ACREAGE SUMMARY

BLOCK 1	1.331 ACRES
BLOCK 2	4.745 ACRES
BLOCK 3	8.104 ACRES
BLOCK 4	10.336 ACRES
TRACTS A & B	5.557 ACRES
ROAD R.O.W.	7.464 ACRES
TOTAL	37.537 ACRES

NOTE:
DISTANCES ALONG SIDE LINES
OF LOTS IN BLOCK 4 ARE
SHOWN FROM THE R.O.W. TO
THE LINE OF ORDINARY HIGH
WATER AT TIME OF SURVEY.

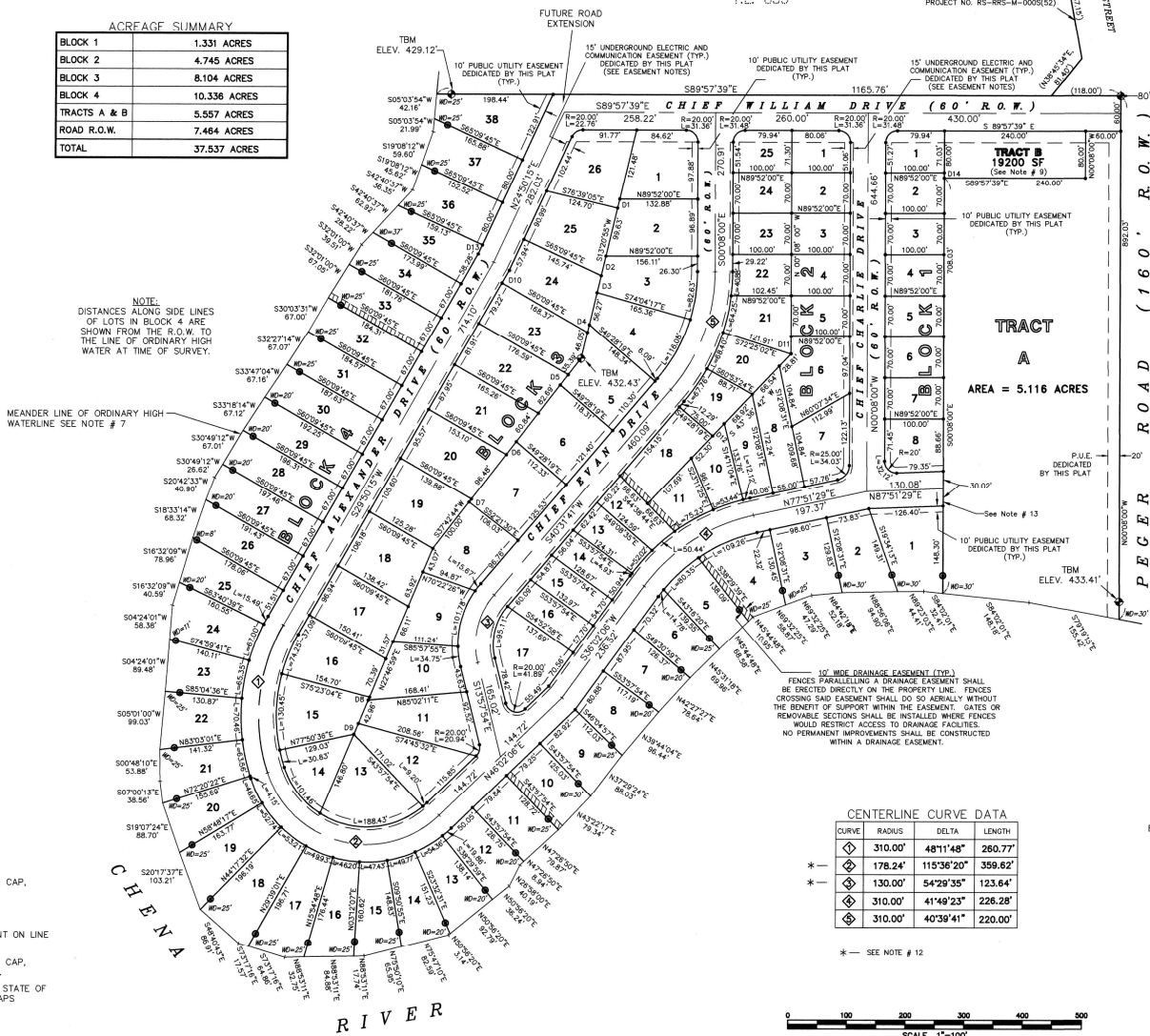
LOTLINE LENGTHS

BLOCK	LINE	LENGTH
1	D14	8.97'
2	D11	29.78'
2	D12	28.39'
3	D1	15.51'
3	D2	34.07'
3	D3	29.68'
3	D4	13.52'
3	D5	21.98'
3	D6	27.95'
3	D7	6.60'
3	D8	6.52'
3	D9	19.89'
3	D10	24.95'
4	D13	17.00'

LEGEND

- ⊕ PRIMARY MONUMENT, LS 9236, SET THIS SURVEY.
- 5/8" x 30" REBAR WITH 2" ALUM. CAP, LS 9236, SET THIS SURVEY.
- ⊕ PRIMARY MONUMENT, RECOVERED
- ⊖ DISTANCE FROM WITNESS MONUMENT ON LINE TO ORDINARY HIGH WATER LINE.
- 5/8" x 30" REBAR WITH 2" ALUM. CAP, LS 9236, SET THIS SURVEY, W.C.M.
- () RECORD DIMENSION DERIVED FROM STATE OF ALASKA DOT/PF RIGHT OF WAY MAPS.

MEANDER LINE OF ORDINARY HIGH WATERLINE SEE NOTE # 7



T.L. 835

CENTERLINE CURVE DATA

CURVE	RADIUS	DELTA	LENGTH
◆	310.00'	48°11'48"	260.77'
◆	178.24'	115°36'20"	359.62'
◆	130.00'	54°29'35"	123.64'
◆	310.00'	41°49'23"	226.28'
◆	310.00'	40°39'41"	220.00'

* - SEE NOTE # 12



NE CORNER SECTION 8
T. 1 S., R. 1 W., FM
RECOVERED
STATE OF ALASKA D.O.T.
MONUMENT IN CASING

RIGHT OF WAY
PER STATE OF ALASKA
DOT/PF RIGHT OF WAY MAP,
PROJECT NO. F-M-0668(3)

RIGHT OF WAY
PER STATE OF ALASKA
DOT/PF RIGHT OF WAY MAP,
PROJECT NO. RS-RS-M-0005(52)

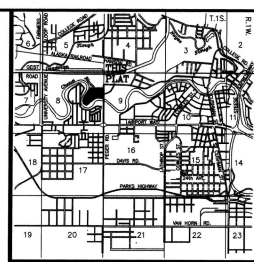
CENTERLINE REGR ROAD IS
ALSO EAST LINE OF SECTION 8
PER STATE OF ALASKA
DOT/PF RIGHT OF WAY MAP,
PROJECT NO. RS-RS-M-0005(52)

BASIS OF BEARINGS
EAST LINE OF SECTION 8
G.L.O. RECORD N 0°00' W
S 283.38' (RECORD DIST. PER
PLAT NO. 94-26RS, FRD, AK)
S 283.52' (MEASURED DISTANCE)

See Note # 13

10' PUBLIC UTILITY EASEMENT
DEDICATED BY THIS PLAT
(TYP.)

SE CORNER SECTION 8
T. 1 S., R. 1 W., FM
RECOVERED
BRASS CAP MONUMENT
IN CASING



VICINITY MAP
SCALE: 1 inch = 1 Mile

FAIRBANKS RECORDING DISTRICT

DOYON ESTATES
The subdivision of
Government Lot 10, Section 8,
T. 1 S., R. 1 W., F.M., AK

Design Alaska
Architects Engineers Surveyors
601 College Road Fairbanks, Alaska 99701
Telephone 907 452 1241

SHEET ONE OF TWO
SUBDIVISION DATA

Prepared for: DOYON LIMITED
121 FIRST AVENUE
FAIRBANKS, AK 99701

Scale 1" = 100' FNSB File No. SD 006-98

Date 4 OCT 97 Comm No. 489720
In Charge JAM
Drawn By JAM / DW
Checked By JAM

97-100 FAIRBANKS

GENERAL NOTES

- This property is relatively flat and is at an elevation of approximately 435 feet M.S.L.
- This subdivision contains primarily Salchaket very fine sandy loam with an area of Broadway very fine sandy loam in the northeastern corner, according to the USDA Soil Survey of the Fairbanks Area, Alaska, Series 1959, No. 25.
- This property has been determined to be located partly within Flood Zone X, "Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100 year floods"; and partly within Flood Zone A, "Special flood hazard areas inundated by 100-year flood", according to the F.E.M.A. Flood Insurance Rate Map for Fairbanks North Star Borough, Panel No. 025009 0181 G, revised Jan. 6, 1992. In addition, lots in Block 4 may be partially located within the Chena River floodway. As per letter to Doyon, Ltd. dated August 21, 1997, the Director of the Fairbanks North Star Borough Department of Community Planning has determined the following:
 - Within Lots 17-26 and 31-38, Block 4, the floodway does not extend upland beyond the upland boundary of the Outdoor Recreational Zone.
 - Lots 27-30, Block 4, will require a site-specific determination.
 Any construction or substantial improvement to a structure within Flood Zone A, including the floodway, requires a flood plain permit from the Fairbanks North Star Borough.
- The base flood elevation of this property is 428', as per the FNSB F.I.R.M. referenced in Note 3. TM's have been established on site, and are shown hereon. All elevation information on this plat is referenced to the NAVD 29 Datum, unless noted otherwise.
- The survey plat of T.1S., R.1W., F.M., AK, was approved 6/7/13 by the U.S. Surveyor General's Office.
- The bearings and distances shown on this plat are derived from field measurements. The following sources were utilized in determining the exterior boundary of the property:
 - State of Alaska, Department of Transportation, Right of Way Plans, Project No. RS-RRS-M-000s(52).
 - Survey Plat of T.1 S., R.1 W., F.M., AK (See Note 5)
 - Record of Survey, Alaska RR Property (Plat No. 94-26RS, FRD, AK)
- The lines of ordinary high water, as shown, were determined with topographic data from field survey performed July 26-28, 1997. The elevation of ordinary high water on this section of river was determined to be 422 to 422.5 ft. (NAVD 29 Datum) as per U.S. Army Corps Profile Map of the Chena River. The natural meanders of the line of ordinary high water form the true riverfront boundary of this property. The lines of ordinary high water, as shown, are for area computations only, the true lot corners being the extension of the lot side lines and their intersections with the natural meanders.
- The purpose of this plat is to subdivide Gov't Lot 10, as shown.
- Tract B is reserved for the accommodation of public utility facilities and entryway landscaping.
- Lots created in this subdivision are provided sewer disposal and water services by a public utility.
- No direct access from this subdivision onto Peger Road shall be permitted.
- A variance from 17.100.040.A.2 for curve radii on road centerlines was granted by the platting board on Aug. 6, 1997.
- Future construction of the easterly extension of Chief Alexander Drive to Tract A shall be the responsibility of the developers of this subdivision.
- This subdivision is subject to Protective Covenants recorded in Book 280 Page 229 of the Fairbanks Recording District.
- This note applies to Lots 1-38, Block 4 (all river front lots). Land owners desiring to stabilize their bank frontage must secure all required federal, state and local agency permits and approvals prior to construction. This requirement also applies to all construction below the ordinary high water mark and includes, but is not limited to, waterfront docks, piers, and access ramps.

DOYON ESTATES

BLOCK 1 LOT AREAS

LOT	SQUARE FEET
1	7032
2	7000
3	7000
4	7000
5	7000
6	7000
7	7000
8	8948

BLOCK 2 LOT AREAS

LOT	SQUARE FEET
1	7032
2	7000
3	7000
4	7000
5	7000
6	13693
7	10992
8	10503
9	8391
10	7086
11	7068
12	7087
13	7071
14	7066
15	7156
16	7855
17	14283
18	11108
19	7047
20	8156
21	8940
22	7034
23	7000
24	7000
25	7059

BLOCK 4 LOT AREAS

LOT	SQUARE FEET
1	14603
2	11511
3	12508
4	13509
5	10452
6	10287
7	10120
8	10128
9	10083
10	10055
11	10199
12	10288
13	10408
14	10005
15	10065
16	10801
17	13626
18	15477
19	13359
20	10970
21	11479
22	11338
23	10344
24	12390
25	12201
26	11279
27	13124
28	13192
29	13017
30	12727
31	12469
32	12458
33	12264
34	12021
35	11353
36	12136
37	12578
38	14362

BLOCK 3 LOT AREAS

LOT	SQUARE FEET
1	13924
2	14001
3	14001
4	13997
5	14002
6	14001
7	13998
8	13019
9	11082
10	12102
11	14207
12	12788
13	15002
14	8039
15	13999
16	13999
17	13999
18	13999
19	13999
20	14000
21	14000
22	14000
23	13999
24	14001
25	14000
26	13982

EASEMENT NOTES

- 15' wide easement that straddles lot lines as shown, to be used for underground electric and communications equipment only. No buildings, pavement, slabs, foundations, posts, pipes, tanks, curbs, gutters or other above or below ground permanent obstructions of any kind shall extend through, into, across or be placed within the unshaded portion of this easement.
- Driveway exception:** Asphalt surfaced driveway may be overlain across this easement where such joint use is necessary for private lot access only.
- Public Utilities Service Exception:** Public utility service connections to individual lots may extend through the unshaded portion of the easement should such joint use become necessary. Such services shall be permitted not less than five (5) feet below established finished grade.
- Fencing Exception:** Fences paralleling this easement shall be erected directly on the property line. Fences crossing this easement shall do so carefully without the benefit of support within the easement. Gates or removable sections shall be installed where fences would restrict access to utility surface mounted equipment.

CERTIFICATE OF APPROVAL BY THE PLATTING AUTHORITY

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE REGULATIONS OF CHAPTER 17.80, FINAL PLATS, OF THE FAIRBANKS NORTH STAR BOROUGH CODE OF ORDINANCES, AND THAT SAID PLAT HAS BEEN APPROVED BY THE PLATTING OFFICER.



CERTIFICATE OF REGISTERED LAND SURVEYOR

I, JAMES A. MILTON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA, DO HEREBY CERTIFY THIS PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION, ACCORDING TO THE STANDARDS OF TITLE 17, SUBDIVISIONS, FAIRBANKS NORTH STAR BOROUGH CODE, AND THAT THE DISTANCES AND BEARINGS ARE SHOWN CORRECTLY AND THAT THE PLACEMENT OF ALL MONUMENTS AND LOT CORNERS IS SECURED BY AGREEMENT AND SURVEY AND WILL BE SET AS SPECIFIED IN SAID AGREEMENT. ALL MONUMENTS WILL BE SET BY 6 OCTOBER 1998.

DATE 6 OCTOBER '97 AE LS 9236
 REGISTRATION NUMBER
 James A. Milton
 REGISTERED LAND SURVEYOR



CERTIFICATE OF CORPORATE OWNERSHIP, DEDICATION AND COMPLIANCE

I (WE) HEREBY CERTIFY THAT Doyon Ltd. IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT IT HEREBY ADOPTS THIS PLAN OF SUBDIVISION WITH ITS FREE CONSENT, AND DEDICATES ALL STRIPS, ALLEYS, WALKS, PARKS, AND OTHER DESIGNATED PUBLIC SPACES TO PUBLIC USE.

DATE: OCT 6, 1997
 Doyon Ltd.
 CORPORATE OWNER
 BY: *Mavis Thompson*
 CORPORATION'S AGENT

THE NOTARY'S ACKNOWLEDGEMENT:
 UNITED STATES OF AMERICA)
)
 STATE OF ALASKA)

IHS IS TO CERTIFY THAT ON THIS 6th DAY OF OCTOBER 1997, BEFORE ME A NOTARY PUBLIC FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED

Mavis Thompson
 TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL MENTIONED AND WHO EXECUTED THE WITHIN PLAT, AND HE ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED IN HIS CAPACITY AS CEO OF SAID CORPORATE OWNER AND THAT AT THE TIME HE PRESENTED THIS PLAT HE WAS DULY CLOAKED WITH THE POWER AND AUTHORITY TO SIGN THIS PLAT ON BEHALF OF SAID CORPORATION. WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

Mavis Thompson
 NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES 12-25-00

CERTIFICATE OF PAYMENT OF TAXES

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED TAX COLLECTOR FOR THE FAIRBANKS NORTH STAR BOROUGH, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE FAIRBANKS NORTH STAR BOROUGH THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS IN THE NAME OF:

DOYON LIMITED
 DESCRIPTION:
 T1W 1S R1W
 Sec 8 Tax Lot 811

AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE FAIRBANKS NORTH STAR BOROUGH, ARE NOT DELINQUENT.

DATED THIS 7th DAY OF October, 1997, AT FAIRBANKS, ALASKA.

Carol Kietzman
 TAX COLLECTOR
 FAIRBANKS NORTH STAR BOROUGH

FAIRBANKS RECORDING DISTRICT

DOYON ESTATES
 The Subdivision of
 Government Lot 10, Section 8,
 T.1 S., R.1 W., F.M., AK

Design Alaska
 Architects Engineers Surveyors
 601 College Road Fairbanks, Alaska 99701
 Telephone 907 452 1241

Prepared for: DOYON LIMITED
 121 FIRST AVENUE
 FAIRBANKS, AK 99701

Scale 1" = 100' FNSB File No. SD 006-98

Date 4 OCT 97 Comm No. 469720

In Charge JAM

Drawn By JAM / DW

Checked By JAM

97-100 FAIRBANKS 2062

SHEET TWO OF TWO
 NOTES AND CERTIFICATIONS

97-100
 RECORDED - FILED 97
 FAIRBANKS REC. DIST.
 DATE 10/16/97
 TIME 12:41 P.M.
 Requested by FNSB
 Address