



stewart Listing Package

DATE: April 9, 2024

LP24-0621
Fee: \$0

PREPARED FOR:

Alaska Commercial Properties
302 Cushman Street, Suite 205
Fairbanks, AK 99701

- | | |
|--|---|
| <input checked="" type="checkbox"/> Vesting Deed | <input type="checkbox"/> Deed of Trust |
| <input checked="" type="checkbox"/> Plat Map | <input checked="" type="checkbox"/> CCRs / Declarations |
| <input type="checkbox"/> BEES/SUMM | <input type="checkbox"/> As Built Survey |

PROPERTY OWNER(S): Jeffrey Hood

PROPERTY ADDRESS: No Assigned Address

LEGAL DESCRIPTION: Lot 4A, Block 4, MORNING STAR SUBDIVISION, Plat No. 96-3

TAX ID NUMBER: 0483940

Thank you for choosing Stewart Title Company, Inc.

Zakariah Lee
Title Assistant

Notice of Disclaimer of Liability

Stewart Title Company 714 Gaffney Road Fairbanks, AK 99701 Phone: (907)456-3474 Fax: (907)456-3476
This letter and the accompanying materials do not constitute a Policy of Title Insurance or a Commitment for Title Insurance. Further, it is not an Abstract of Title. Stewart Title Company, Inc. has not completed a search of the court records to determine the existence of Judgments, Tax Liens, Bankruptcies or other matters of record. If you desire a complete report on the status of title, please contact Stewart Title Company, Inc. 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. The liability of the Company is expressly limited to the fee paid for this report.

- A. The following information has been obtained from the Fairbanks North Star Borough records:

REAL PROPERTY TAXES:

2023 Assessed Value:

PAN No.:	0483940	Tax Amount:	\$326.12
Land:	\$20,944	Building:	\$0
Total Assessed Value:	\$20,944		


PARCEL SIZE:	(See attached information sheet)
ZONING:	(See attached information sheet)
RECORDING DISTRICT:	401

- B. There is no As Built Survey available.

The following information has been obtained from Stewart Title Company Records:

1. **Last Deed of Record** recorded as Instrument No. **2005-022419-0** to: **Jeffrey Hood**
Corrective Record recorded as Instrument No. **2012-010633-0**
2. **Covenants, Conditions and Restrictions.** *NOTE: Covenants and restrictions may be contained in individual deeds, of which we make no search.
3. **Plat Map**
4. **Building Details**

Summary

PAN 0483940 	Physical Description <small>do not rely on as a legal description</small> LOT 4A BLOCK 4 MORNING STAR OUT OF LOT 4 BLOCK 4 MORNING STAR	Neighborhood 0200 - North Pole City	Fire Service Area CITY OF NORTH POLE
Property Class Vacant Land	Tax Status TAXABLE		Business
Land Area 1 - 78,974.2 Square Feet	Millage Group 0244 - MORNING STAR	Millage Rate 15.571	
Street Address	Billing Address PO BOX 84368 FAIRBANKS, AK 99708-4368	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
Corrective Deed	6/8/2012			2012-010633-0
Quitclaim Deed	10/17/2005			2005-022419-0
Warranty Deed	8/12/2003			2003-019842-0
Quitclaim Deed	1/23/2003			2003-001685-0
Trustees Deed	10/17/1996	975	259	
Replat	1/12/1996			1996-000725-0

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
2023	\$20,944.00	\$0.00	\$20,944.00	\$0.00	\$20,944.00
2022	\$20,944.00	\$0.00	\$20,944.00	\$0.00	\$20,944.00
2021	\$20,944.00	\$0.00	\$20,944.00	\$0.00	\$20,944.00
2020	\$20,944.00	\$0.00	\$20,944.00	\$0.00	\$20,944.00
2019	\$20,944.00	\$0.00	\$20,944.00	\$0.00	\$20,944.00

Tax History

If taxes are delinquent, the payoff date is projected to **5/6/2024**. 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
2023	\$326.12	\$0.00	\$0.00	\$326.12	\$326.12	\$0.00
2022	\$374.52	\$0.00	\$0.00	\$374.52	\$374.52	\$0.00
2021	\$407.46	\$0.00	\$0.00	\$407.46	\$407.46	\$0.00
2020	\$399.10	\$0.00	\$0.00	\$399.10	\$399.10	\$0.00
2019	\$376.78	\$0.00	\$0.00	\$376.78	\$376.78	\$0.00

[Click Here to Report a Problem or Send Feedback](#)

6

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A

2012-010633-0

Recording Dist: 401 - Fairbanks
6/8/2012 3:50 PM Pages: 1 of 1



CORRECTION QUITCLAIM DEED

The Quitclaim Deed recorded October 17, 2005 as Instrument Number 2005-022419-0, Fairbanks Recording District, is corrected to read as follows:

The grantor, Katherine Hood, who also appears of record as Katherine E. Hood, whose address is 2957 Santa Patricia Court, North Pole, Alaska 99705, for valuable consideration in hand paid, conveys and quitclaims to Jeffrey Hood, who also appears of record as Jeffrey W. Hood, whose address is PO Box 84368, Fairbanks, Alaska 99708, grantee, the real properties described as follows:

Lot Seven (7), Block One (1), Benshoof Subdivision Phase 1, Plat Number 85-185 filed August 20, 1985;

Lot Eleven "B" (11B), Block Three (3), Whitman Subdivision, Plat Number 80-56 filed April 9, 1980;

Lots Four "B" (4B) and Five (5), Block One hundred One (101), Townsite of Fairbanks;

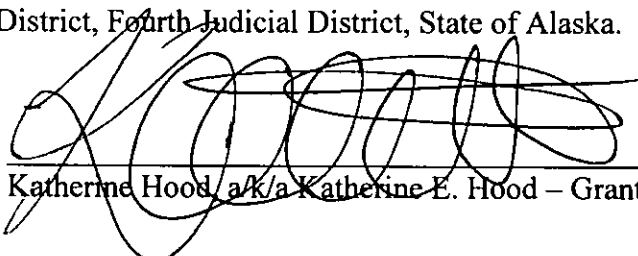
Lot Ten "A" (10A), Arctic Acres Subdivision Phase Two, Plat Number 84-279 filed December 4, 1984;

Lots One (1), Two (2), and Three (3), Block H, Wrangell Subdivision, Plat Number 75-24 filed March 10, 1975;

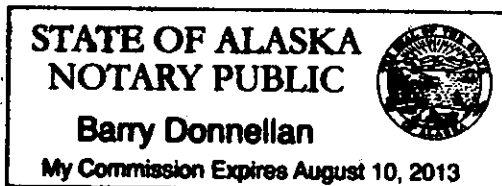
Lots One "A" (1A), Two "A" (2A), Four "A" (4A), and Five "A" (5A), Block Four (4), Morning Star Subdivision, Plat Number 96-3 filed January 12, 1996;


Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Dated _____


Katherine Hood, a/k/a Katherine E. Hood - Grantor

Subscribed and acknowledged before me this date by Katherine Hood, a/k/a Katherine E. Hood, in Fairbanks, Fourth Judicial District, State of Alaska.




Barry Donnellan, notary public, Alaska
My commission expires August 10, 2013

Return to Jeffrey Hood, PO Box 84368, Fairbanks, Alaska 99708.

EASEMENTS

1. A 15 FOOT WIDE STRIP OF LAND IS HEREBY GRANTED WITHIN AND ACROSS EACH LOT AS DETERMINED NECESSARY BY THE UTILITY COMPANIES FOR THE INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL OF YARD POLES.
2. A 35 FOOT RADIUS KEY AT EACH POLE LOCATION AS NECESSARY FOR SUPPORTIVE DEVICES.
3. THE UTILITY COMPANIES SHALL HAVE THE RIGHT TO REMOVE ANY DEAD, WEAK, OVERHANGING OR OTHERWISE DANGEROUS TREES ADJACENT TO OR IN THE VICINITY OF THE EASEMENT. SUCH TREES SHALL BE IDENTIFIED BY THE UTILITY COMPANIES.

NOTES

1. MORNINGSTAR SUBDIVISION WAS FILED ON JUNE 3, 1984, AS PLAT # 84-137, FAIRBANKS RECORDING DISTRICT, LOT 5, BLOCK FIVE, WAS REPLATTED AS LOT 5A BY THAT PLAT FILED ON MARCH 1, 1985, AS PLAT # 85-33. NOTES OF RECORD APPLY, EXCEPT THAT ACCESS RESTRICTIONS FOR LOTS PLATTED HEREON ARE REVISED AS INDICATED BELOW.
2. THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES ACQUIRED PORTIONS OF LOTS 5A, 6, AND 7, BLOCK FIVE, FOR THE BADGER ROAD RECONSTRUCTION, PROJECT RS-0620(6), BY THAT INSTRUMENT RECORDED ON 4/24/92 IN BOOK NO. 745, PAGE 446, FAIRBANKS RECORDING DISTRICT.
3. THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES VACATED A PORTION OF THE OLD BADGER ROAD RIGHT OF WAY BY THAT INSTRUMENT RECORDED ON 8/29/95 IN BOOK NO. 916, PAGE 704, FAIRBANKS RECORDING DISTRICT.
4. LOTS 6A AND 7A, BLOCK FIVE, SHALL HAVE DIRECT ACCESS ONTO BADGER ROAD ONLY AT THE CONSTRUCTED ACCESS POINT LOCATED AT STATION 563+25.
5. LOTS 1A, 2A, AND 5A, BLOCK FOUR, SHALL HAVE DIRECT ACCESS ONTO BADGER ROAD ONLY AT THE CONSTRUCTED ACCESS POINT LOCATED AT STATION 563+25.
6. FLOOD DATA: ZONE X, AREAS OF 500-YR FLOOD; AREAS OF 100-YR 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-YR FLOOD, AS PER F.I.R.M., REVISED JAN. 2, 1992.
7. THE SLOUGH'S EXISTING NATURAL DRAINAGE COURSE SHALL BE PRESERVED AND SHALL NOT BE RESTRICTED, ALTERED, OR OTHERWISE IMPAIRED.
8. SOILS DATA: THE SOILS DATA FOR THIS AREA WERE TAKEN FROM THE USDA SOILS MANUAL NUMBER 25 AND INCLUDE THE FOLLOWING:
CH CHENA VERY FINE SANDY LOAM
SC SALCHAKET VERY FINE SANDY LOAM
SM SALCHAKET VERY FINE SANDY LOAM, MODERATELY DEEP
9. THE PROPERTY SUBJECT TO THIS REPLAT IS COMPLETELY VACANT AND UNDEVELOPED, EXCEPT FOR UTILITIES. IT IS COMPLETELY FORESTED AND VERY LEVEL, EXCEPT FOR THE BANK ALONG THE THIRTY MILE SLOUGH, WHICH IS APPROXIMATELY 10 FEET HIGH.
10. THE ORIGINAL PLAT OF MORNINGSTAR SUBDIVISION CREATED PUBLIC UTILITY EASEMENTS BOTH GRAPHICALLY AND BY NOTE. NOTE 4 OF THAT PLAT STATES: "IN ADDITION TO ANY PUBLIC UTILITY EASEMENTS SHOWN ON THE PLAT, EACH INTERIOR LOT LINE, EXCEPT THE LINE COMMON TO LOTS 7 & 8, BLOCK FOUR, AND TRACTS D & E, HAS A 15 FT. PUBLIC UTILITY EASEMENT." WE HAVE INTERPRETED THAT NOTE TO MEAN 7.5 FEET EACH SIDE OF THE INTERIOR LOT LINES, AND HAVE DEPICTED SUCH EASEMENTS AS SUCH ON THIS PLAT. UNLESS OTHERWISE STATED, ALL VACATIONS OF PUBLIC UTILITY EASEMENTS INDICATED ON THIS PLAT ARE INTENDED TO VACATE THE ENTIRE WIDTH OF THE EXISTING UTILITY EASEMENT. NO EASEMENTS ARE VACATED, GRANTED, OR OTHERWISE ALTERED ANYWHERE OUTSIDE THE BOUNDARIES OF THE PROPERTIES BEING HERE REPLATTED.
11. FPE ROEN SET CENTERLINE MONUMENTS ON BADGER ROAD IN 1991. ONGOING CONSTRUCTION DESTROYED THESE MONUMENTS. POSITIONS SHOWN ARE CALCULATED FROM SWING TIES.
12. THIS REPLAT IS SUBJECT TO THE PROTECTIVE COVENANTS RECORDED JULY 3, 1984, AT BOOK 374, PAGE 292.
13. THE BASIS OF BEARING FOR THIS PLAT IS N 89°59'00" E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION FOUR.

WASTEWATER DISPOSAL: THIS SUBDIVISION HAS BEEN REVIEWED IN ACCORDANCE WITH 18 AAC 72.300 AND IS APPROVED BY THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION. THIS SUBDIVISION WAS REVIEWED AND APPROVED ON THE ASSUMPTION THAT DEVELOPMENT DENSITY WOULD BE LIMITED TO SINGLE FAMILY RESIDENTIAL UNITS AND DUPLEXES ONLY.

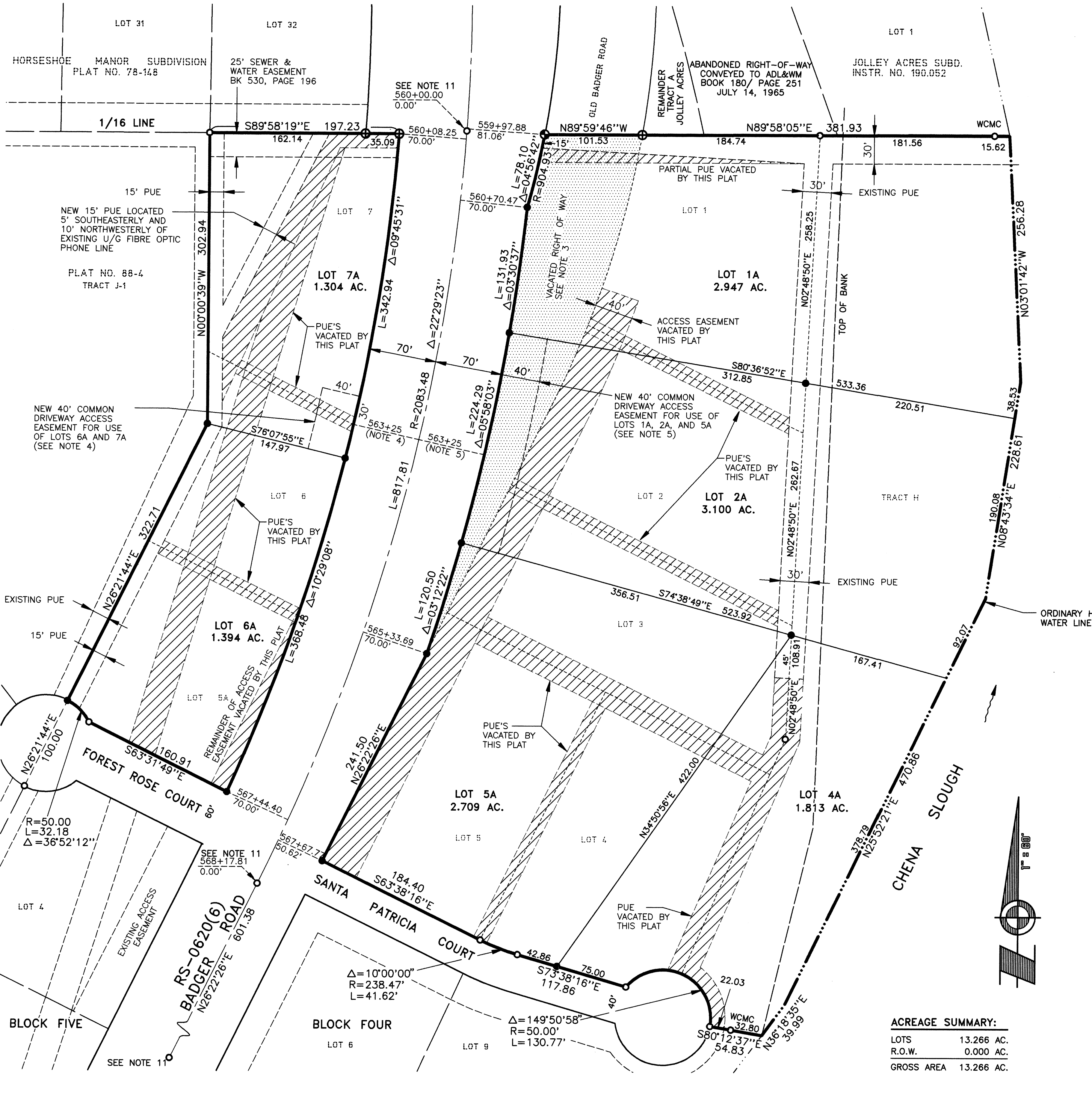
A MINIMUM HORIZONTAL DISTANCE OF 100 FT. MUST BE MAINTAINED BETWEEN SINGLE FAMILY RESIDENTIAL WELLS AND SEPTIC TANK/SOIL ABSORPTION SYSTEMS, INCLUDING THOSE ON ADJACENT LOTS. THE REQUIREMENTS FOR UNITS LARGER THAN A SINGLE FAMILY HOME ARE DIFFERENT. FOR MORE INFORMATION CALL ADEC.

THE BOTTOM OF THE SOIL ABSORPTION FIELD MUST BE A MINIMUM OF 4 FEET ABOVE THE SEASONAL HIGH GROUND WATER LEVEL. THIS MAY REQUIRE THE USE OF A LIFT STATION.

A SEPTIC TANK AND ITS SOIL ABSORPTION SYSTEM MAY NOT BE PLACED WITHIN 100 FEET, MEASURED HORIZONTALLY, OF ANY NATURAL OR MAN-MADE LAKE, RIVER, STREAM OR SLOUGH OF THE STATE.

SUBJECT TO THE RESTRICTIONS NOTED ABOVE, THIS SUBDIVISION IS APPROVED FOR PLATTING.

Annika Pelletier 1/5/96 DATE
NAME AND TITLE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVING OFFICIAL



ACREAGE SUMMARY:

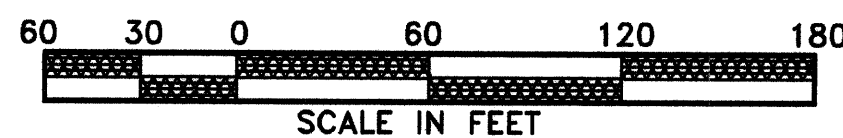
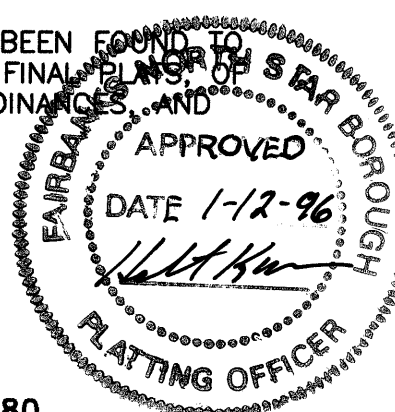
LOTS	13.266 AC.
R.O.W.	0.000 AC.
GROSS AREA	13.266 AC.

LEGEND:

- ⊕ PRIMARY MONUMENT RECOVERED, 3239-S
- 30" PRIMARY ALUMINUM MONUMENT WITH 3 1/4" ALUMINUM CAP SET THIS SURVEY
- REBAR WITH ALUMINUM CAP SET THIS SURVEY
- SECONDARY MONUMENT RECOVERED, 3239S
- () RECORD DATA
- FORMER LOT LINE
- - - - PUBLIC UTILITY EASEMENT
- ▨ VACATED EASEMENT
- ▩ VACATED PUBLIC RIGHT OF WAY

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 PLATING ACT, AND THE FAIRBANKS NORTH STAR BOROUGH CODE OF ORDINANCES, AND THAT SAID PLAT HAS BEEN APPROVED.



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: PATRICIA ANN HIEBERT
DESCRIPTION: MORNINGSTAR SUBD. BLOCK 5 - 5A, 6, 7
BLK 4 - 1, 2, 3, 4, 5 & TRACT H
AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES LEVIED AGAINST SAID LAND IN FAVOR OF THE FAIRBANKS NORTH STAR BOROUGH ARE NOT DELINQUENT.
DATED THIS 12 DAY OF January 1996, AT FAIRBANKS, ALASKA.

Annika Pelletier
TAX COLLECTOR
FAIRBANKS NORTH STAR BOROUGH

CERTIFICATE OF OWNERSHIP, DEDICATION, AND COMPLIANCE

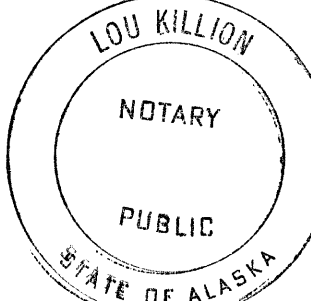
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) OWNER(S) OF THE HEREIN SPECIFIED PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER DESIGNATED PUBLIC SPACES TO PUBLIC USE.
I (WE) FURTHER CERTIFY THAT ALL REQUIRED IMPROVEMENTS COMPLY WITH THE STANDARDS ESTABLISHED IN TITLE 17, SUBDIVISIONS, FAIRBANKS NORTH STAR BOROUGH CODE.

DATE Jan 5 1996
OWNER August Hiebert OWNER

THE NOTARY'S ACKNOWLEDGEMENT

STATE OF ALASKA
FOURTH JUDICIAL DISTRICT) SS:
THIS IS TO CERTIFY THAT ON THIS 5 DAY OF January, 1996, BEFORE ME, A NOTARY PUBLIC FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED August Hiebert, AN 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.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.
Lou Killion
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES 12-1-98



CERTIFICATE OF REGISTERED LAND SURVEYOR

I, PETER H. SCHNAARS, 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 ALL MONUMENTS REQUIRED HAVE BEEN SET.

Peter H. Schnaars
REGISTRATION NO. 6094-S



96-3
RECORDED - FILED 2/20/96
FAIRBANKS REC. DIST.
DATE 1/12 1996
TIME 2:51 P.M.
Requested by FNSB
Address _____

**VACATION OF PUBLIC RIGHT OF WAY,
PUBLIC UTILITY EASEMENTS, ACCESS EASEMENTS
AND
REPLAT OF TRACT H AND LOTS 1-5, BLOCK FOUR,
AND LOTS 5A, 6-7, BLOCK FIVE,
MORNINGSTAR SUBDIVISION**

LOCATED IN THE SE 1/4 OF THE SE 1/4
SECTION 4, T2S, R2E, FM, ALASKA
OWNER: AUGUST HIEBERT
111 F STREET
ANCHORAGE, ALASKA 99501



1028 Aurora Drive, Fairbanks, Alaska 99709-5529

SCALE	1" = 60'
DRAWN BY	PHS
CHECKED	PHS
DATE	JAN. 3, 1996
PROJ. NO.	941037
SHEET	1 OF 1

BOOK 374
PAGE 0292

**RESTRICTIVE COVENANTS
MORNING STAR SUBDIVISION**

The following covenants 1 - 21 are pertinent to all lots in Morning Star Subdivision except the following named lots:

Lot 1 and 9 Block 1; Lot 1,5 through 9 Block 2; Lots 1 through 9 Block 3; Tracts A through G; Lots 1,2,3,5,6,7,8 Block 4 and All of Block 5.

For explanation see item number 22.

Note: Tracts C and H are exempted from ALL covenants herein except Covenant #20 applies to Tract C for a period of 35 years.

#1 Each lot shall be classified as restricted residential and shall not be divided or partitioned into smaller parcels until, at such time, as Morning Star Subdivision is annexed to the City of North Pole, Alaska and then only to specifications set by the City of North Pole and the Fairbanks North Star Borough planning and zoning commission.

#2 No building or portion thereof shall be constructed or placed within 20 feet of any lot line. Fenced enclosures shall be limited to a maximum height of six feet.

#3 Trees or brush on property shall be hand cleared (Machete, hand ax, power saw, etc.) to preserve the natural atmosphere; bulldozers or other heavy equipment shall not be used to clear trees or brush. Burning shall be permitted only in cleared areas, a minimum of 50 feet from the nearest tree and on days without any wind; fire shall not be left unattended at any time.

#4 No noxious or offensive activity of any kind shall be permitted on any lot or part thereof, which shall be considered to be an annoyance or nuisance to the neighborhood.

#5 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 weekly. Containers and equipment used for the storage or disposal of refuse shall be maintained in a clean and sanitary condition; in accordance with the regulations of the state Department of Health.

#6 No lot shall be used for the parking or storing of any commercial vehicles, machinery, surplus equipment or building; quonsets, trailers or scrap of any kind. Only items directly connected with the use of the land for strictly residential purposes may be kept on the lot. One camp trailer and one boat may be stored on the property.

#7 No structure of a temporary character such as a trailer, tent, barn, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except for gate houses which may be used as a residence. A basement may be used as a temporary residence for no more than a period of one year.

#8 No poultry, dogs, cats, livestock or other animals shall be permitted on any lot or part thereof for commercial purposes, nor shall they be allowed to constitute a nuisance. Ambulatory pets shall be contained in proper enclosures on the owners property so as not to disturb neighboring property owners. A maximum of one horse, one dog, one cat, one rabbit may be kept on any one lot. House pets such as fish, birds, and turtles are not considered to be ambulatory nuisances to neighbors and may be kept in reasonable quantities.

#9 No obstructions shall be placed in drainage ditches adjoining any lot. Metal culverts of a diameter of not less than 12", or as required by the Department of Highways, shall be placed on driveways leading from roads or streets into any lots, to avoid obstruction of said ditch.

#10 No signs of any description shall be placed upon said lot or part thereof for public view which exceed five feet in area, nor shall any sign be located nearer than twenty feet from any lot line. No out buildings or gate houses will be permitted unless constructed in harmony with the main dwelling and the number of outbuildings shall not exceed three for the purposes of tool sheds, green houses and/or gate houses and a detached garage.

#11 No lot shall be used except for residential purposes and conditional parking. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or a duplex not to exceed three stories in height or tri-level, except that a detached four car garage may be erected upon each lot provided that said garage be of a permanent construction of harmonious design and appearance with said dwellings.

#12 All buildings shall be painted with a high quality latex or oil based paint with the color being consistent with those mandated by the architectural control committee.

374
TAB. 0234

#13 Architectural control committee - procedure. The committees approval as required in these covenants shall be requested in writing, with adequate drawings to clearly show the intent of the applicant in all respects covered by these covenants. The request and all drawings and plans submitted shall be signed and initialed by the applicant, and a copy shall be provided for retention by the architectural control committee. The committee, its designee, shall promptly and in writing approve the plans or alternatively shall state the specific objection on which rejection is based, referencing a specific paragraph or provision of these covenants as a basis for rejection. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after the plan and specifications have been submitted to us or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

#14 Architectural control committee - membership. The architectural control committee is composed of Patricia Hiebert, Gary Fowler, and James Desmond, address being 111 "F" Street, Anchorage, Alaska 99510 or 753 Gaffney, Fairbanks, Alaska 99701. A majority of committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members all have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of the lot shall have the power, through duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore it to any of its powers and duties.

#15 The renting of rooms for lodging purposes only for the accommodation of not to exceed four persons in a single family dwelling or multiple family dwelling is likewise permitted. It is permitted to operate a bed and breakfast program from any residence, provided the accommodations do not exceed the above mentioned four persons.

#16 Snow machine travel is not permitted on any areas of the subdivision except along graveled roadways.

#17 No fence, wall, hedge or shrub planting, which obstructs site lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25' from the intersection from the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same site line limitation shall apply

on any lot within ten feet of the intersection of a street property line with the edge of a driveway or alley. No trees shall be permitted to remain in such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

#18 All sound and healthy trees (other than a reasonable thinning) not interfering with utility right-a-way, fire lane, and construction shall be trimmed of low branches and left standing.

#19 Owners who reside on lots of abutting streets within the subdivision shall individually be responsible for maintenance of said streets, till such time that service district or area is established and activated by the Fairbanks North Star Borough or other agency, to maintain publicly dedicated streets and roads.

#20 All lots located with lot lines fronting on the Beaver Creek (also known as 30 Mile Slough) will be subject to a 30 foot set-back from the mean high water mark. This set-back will prohibit the 30 foot area from any improvement (i.e. buildings, paving, etc.) except those improvements that will beautify the bank and further its recreational atmosphere.

#21 The restrictive covenants in agreements herein contained shall run with the land and be binding on all parties and all persons claiming under them for a period of 35 years which shall be subject to change or renewal either individually or collectively by the vote of the record owners of the majority of the property subdivision at any time.

#22 The following covenants shall apply to all lots specifically excepted in the introduction to these covenants. (Except Tract H and C)

- a) No lots shall be used except for commercial purposes or a owner occupied dwelling within a commercial structure.
- b) No factory or heavy industrial type business establishment shall be permitted.
- c) Sufficient off-street parking shall be provided for customers and employees of each business establishment. Access to parking lots shall be controlled to prevent hazards of traffic to public roads.

- d) All building shall be of permanent, new construction and shall be not less than 1200 square feet in area, except adjunctory buildings may be of a lessor size, but shall be of a harmonious design with the main structure. No buildings shall be located on any lot nearer than twenty feet to any property line. For the purpose of the covenant, eaves, steps, ramps and open porches shall be considered as a part of the building.
- e) Liquid fuel storage tanks shall be under ground, except normally removable propane or natural gas tanks.
- f) No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- g) No noxious or offensive or unlawful activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- h) No obstruction shall be placed in the drainage ditches adjoining any lot. Metal culverts of not less than 12" in diameter by 20' in length or as required by public authority, shall be placed under driveways leading to public roads on the said lot to avoid obstruction of any drainage.
- i) No excavation, clearing, terrace, fill, ditch or pavement on any lot shall be made in such manner as to cause erosion on or deposit on any adjoining lot or roadway.
- j) The restrictive covenants in agreements herein contained shall run with the land and be binding on all parties and all persons claiming under them for a period of 35 years which shall be subject to change or renewal either individually or collectively by the vote of the record owners of the majority of the property subdivision at any time.
- k) Enforcements shall be by proceedings of law or an equity against any person or persons violating or attempting to violate any covenant, either restrained violation or to recover damages. Invalidation of either one of these covenants shall no way effect any of the other covenants, which shall remain in full force and effect.
- l) All lots located with lot lines fronting on the Beaver Creek (also known as 30 Mile Slough) will be subject to a 30 foot set-back from the mean high water mark. This set-back will prohibit the 30 foot area from any improvement (i.e. buildings, paving, etc.) except those improvements that will beautify the bank and further it's recreational atmosphere.

IN WITNESS WHEREOF, we have hereunto executed these covenants as of the date first above written.

Larry Carpenter *Patricia Hiebert*
 LARRY D. CARPENTER PATRICIA HIEBERT

Dennis Wise *A.G. Hiebert*
 DENNIS WISE A.G. HIEBERT

Joe L. Hayes *Patricia Hiebert*
 JOE L. HAYES *this attorney in fact* CORPORATE REPRESENTATIVE

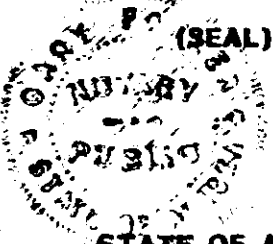


Kris W. Lethin
 KRIS W. LETHIN

STATE OF ALASKA)
) ss:
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22nd day of June, 1984, before me, a Notary Public duly commissioned and sworn for the State of Alaska, personally appeared DENNIS WISE, to me known to be the identical individual described in and who executed the within instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this day and year first in this certificate written.



(SEAL)

Amy Fisher
 Notary Public for Alaska
 My commission expires: 5/27/87

STATE OF ALASKA)
) ss:
 FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22nd day of June, 1984, before me, a Notary Public duly commissioned and sworn for the State of Alaska, personally appeared DENNIS WISE as Power of Attorney for LARRY CARPENTER, to me known to be the identical individual described in and who executed the within instrument and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this day and year first in this certificate written.

(SEAL)



Amy Fisher
 Notary Public for Alaska
 My commission expires: 5/27/87

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

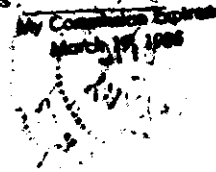
ss:

THIS IS TO CERTIFY that on this 26 day of June, 1984, before me, a Notary Public duly commissioned and sworn for the State of Alaska, personally appeared JOE L. HAYES, to me known to be the individual described in and who executed the within instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this day and year first in this certificate written.

(SEAL)

June Sykes
Notary Public for Alaska
My commission expires:



STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

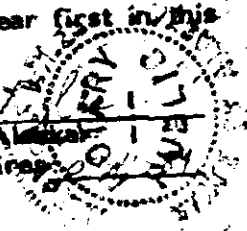
ss:

THIS IS TO CERTIFY that on this 30 day of June, 1984, before me, a Notary Public duly commissioned and sworn for the State of Alaska, personally appeared KRIS W. LETHIN, to me known to be the identical individual described in and who executed the within instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this day and year first in this certificate written.

(SEAL)

Monica A. Taylor
Notary Public for Alaska
My commission expires:



STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

ss:

THIS IS TO CERTIFY that on this 25 day of June, 1984, before me, a Notary Public duly commissioned and sworn for the State of Alaska, personally appeared PATRICIA HIEBERT, to me known to be the identical individual described in and who executed the within instrument and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this day and year first in this certificate written.

(SEAL)

June Sykes
Notary Public for Alaska
My commission expires:

My Commission Expires: March 10, 1985



STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 25 day of June 1984, before me, a Notary Public duly commissioned and sworn for the State of Alaska, personally appeared A.G. HIEBERT, to me known to be the identical individual described in and who executed the within instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this day and year first in this certificate written.



(SEAL)

June Sykes
Notary Public for Alaska
My commission expires: March 19, 1985

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

BEING DULY SWORN, depose and says; that she is a representative of Tecamayo, a corporation, and is authorized by its Board of Directors to make this verification in behalf of the corporation; that she has read the foregoing and knows the contents thereof to be true and correct to the best of her knowledge and belief.

WITNESS my hand and notarial seal this day and year first in this certificate written.



(SEAL)

June Sykes
Notary Public for Alaska
My commission expires: March 19, 1985

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REC.

JUL 3 9 27 AM '84

RECORDED BY FNSB

ADDRESS P.O. Box 1267
Edna, Ak. 99707

[Borough Code](#) → [Title 18, Zoning](#) →

Chapter 18.84 GU-1 GENERAL USE DISTRICT



Sections:

- [18.84.010 Intent.](#)
- [18.84.020 Use regulations.](#)
- [18.84.030 Standards.](#)

18.84.010 Intent.



This district is intended to be located in rural areas where [community sewer and water systems](#) are unavailable. (Ord. 88-010 § 2, 1988. 2004 Code § 18.44.010.)

18.84.020 Use regulations.



A. *Permitted Uses.* In the GU-1, general [use](#) district, [permitted uses](#) are:

1. [Shooting range, outdoor permitted](#); and any [use](#) except for [correctional facilities](#).

B. *Conditional Uses.* In the GU-1, general [use](#) district, conditional [uses](#) are:

1. [Sexually oriented businesses](#);
2. [Biosolids](#) application when [used](#) for agricultural purposes or [beneficial land application](#);
3. [Large scale development](#);
4. [Marijuana cultivation facility, outdoor unlimited](#);
5. [Marijuana product manufacturing facility, unlimited](#);
6. Nuclear [power](#) plant;
7. [Petrochemical plant](#);
8. Petroleum refinery and storage;
9. Residential cluster development;
10. [Sanitary landfill](#);
11. [Shooting range, outdoor](#);
12. Storage of [hazardous substances](#) as the [principal use](#) of the [property](#) or which are unrelated to those [uses](#) that are either permitted outright or conditionally in this [zoning district](#). (Ord. 2015-67 §§ 12, 13, 2016; Ord. 2015-41 § 16, 2015; Ord. 2015-26 § 6, 2015; Ord. 2012-58 §§ 3, 5, 2013; Ord. 2006-82 § 7, 2007; Ord. 94-066 § 2, 1994; Ord. 93-064 § 6, 1994; Ord. 92-006 § 2, 1992; Ord. 90-007 § 2, 1990; Ord. 88-010 § 2, 1988. 2004 Code § 18.44.020.)

18.84.030 Standards.



In the GU-1, general [use](#) district, geometric standards are:

A. *Lot Area.*

1. In the GU-1 district, [lot area](#) shall not be less than 40,000 square feet.
2. Exceptions to [Lot Area](#) Requirements. See Chapter [18.96](#) FNSBC.

- B. Required Yards for All Buildings. Front, side and rear yards shall not be required.
- C. *Building Height*. Unlimited.
- D. One hundred percent lot coverage.
- E. *Buildings per Lot*. See Chapter 18.96 FNSBC. (Ord. 2020-14 § 3, 2020; Ord. 2016-12 § 4, 2016; Ord. 88-010 § 2, 1988. 2004 Code § 18.44.030.)

The Fairbanks North Star Borough Code is current through Ordinance 2024-08, passed February 22, 2024.

Disclaimer: The Borough Clerk's Office has the official version of the Fairbanks North Star Borough Code. Users should contact the Borough Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[Borough Website: www.fnsb.gov](http://www.fnsb.gov)

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