

RECORD IN PALMER RECORDING DISTRICT

**AMENDED AND RESTATED
AS OF October 9, 2004
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
FAIRWAY ESTATES HOMEOWNERS' ASSOCIATION, INC.**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the undersigned is the owner of the following described real property:

Tract C-14, SETTLERS BAY SUBDIVISION, Unit No. 3, Phase 1, according to Plat No. 84-36, Palmer Recording District; and,

Tract L-1, SETTLERS BAY SUBDIVISION, Unit No. 3, Phase 1, according to Plat No. 2000-138, Palmer Recording District, all located in the Third Judicial District, State of Alaska

hereinafter referred to as “the Property” or “the Subdivision”;

and,

WHEREAS, the undersigned desires to place on and against the Property certain protective covenants regarding the improvements and/or use of said Property;

NOW, THEREFORE, the undersigned does hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions and provisions regarding the use and/or improvements of the Property.

PART B. AREA OF APPLICATION.

The undersigned reserves the right to unilaterally increase the area of application of these covenants by adding additional subdivisions within the purview hereof, and thereby increasing the size and membership of the Homeowners' Association created hereunder. Any property added to the area of application shall be in the general vicinity of the Property described in part A and shall be subject to similar objectives concerning the use and improvements of said Property.

PART C. PROPERTY RESTRICTIONS.

C-1. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS. Nothing contained in this document shall prevent the undersigned or its designees from maintaining sales offices on a lot or lots in the Property for the purpose of conducting sales or re-sales of lots and/or residential units in the Subdivision. The undersigned or its designees shall have an unqualified right to maintain such office or offices until such time as all lots in the Subdivision are sold.

C-2. WATER SUPPLY. Each improved lot shall have its own water supply system located on the lot to be served thereby. No individual water supply system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such a system as installed shall be the responsibility of the individual owner.

C-3. WASTE DISPOSAL. Each improved lot shall have its own sanitary waste disposal system. No individual system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation, 18 AAC 72, or such other regulations which may be promulgated by state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

C-4. SINGLE FAMILY RESIDENCES. Lots may be used for single-family residential purposes only. Temporary buildings may not be placed on any lot for any purpose. No group homes, commercial activities nor natural resource extraction shall be allowed on any lot; except, that a homeowner may engage in a business which does not require ostensible business activity including, but not limited to, visits to the lots by members of the public. The intent of this section is to allow professional or business uses which are incidental to the use of the dwelling for residential purposes and which do not detract from the residential character of the neighborhood. The operation of a daycare

facility, even incidental to residential use, is specifically prohibited. The operation of a professional hunting/golfing guided service, which would incidentally include overnight guests in a dwelling, is specifically allowed.

C-5. COMPLETION OF CONSTRUCTION. All structures, including residential dwellings, must have a finished exterior within eight months (8) months from groundbreaking.

C-6. OFF-SITE PREFABRICATION. No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be placed on or utilized within the Subdivision.

C-7. STORAGE OF RECREATIONAL ITEMS AND VEHICLES. Travel trailers, motor homes, boats, snow machines and other similar recreational vehicles, including trailers for such items, shall be stored while not in actual usage only so long as such on-site storage is within an enclosed or fenced-in area so that said items are not visible from the street, from the golf course, or from any other habitable dwelling in the Subdivision. No home shall have more than one car in excess of garage space unless said automobile or automobiles are similarly enclosed. No commercial vehicles of any kind shall be permitted to be parked on a lot, outside a dwelling, or on the street, except between the hours of 7 a.m. and 6 p.m., unless the same is temporarily present for less than one hour and necessary in the actual construction, delivery, or serving of buildings or property. Landscaping or natural vegetation may act as the screen. It is the intent of these restrictions that no recreational vehicles or items may be seen from any street during such time as such items are not actually being used and that a fence or similar structure is used to accomplish this purpose.

C-8. DWELLING COSTS, QUALITY AND SIZE.

(a) Value and Size. No single-family dwelling structure shall be permitted on any lot with a square footage of less than 2,200 square feet. The minimum finish gross area of the dwelling is exclusive of open porches and garages.

(b) Construction Standards. Construction of all residential structures contemplated herein shall be at least equal to the present FHA minimum building standards, it being the intention and purpose of the covenants to assure that all dwellings shall be of a high quality of workmanship and materials.

(c) Garage; Driveways. Each dwelling shall have at least a two-car garage. All structures shall have a full-width driveway that is paved from the garage entrance to the street.

(d) Building Height. The height of any building shall be determined by the Building Control Committee and the Architectural Control Committee, as appropriate.

(e) Exterior Appearance, Colors, and Materials. To ensure the development of the Subdivision as a subdivision of high standards, all site plans and architectural plans shall be approved by the Building Control Committee and Architectural Control Committee. The Committees shall assure that exterior colors promote a pleasing and compatible neighborhood appearance. Overly vibrant colors are disallowed, as are color schemes which clash with the neighborhood's overall appearance. Exterior colors shall be restricted to soft "earth tones." No identical colors shall be used on the exterior of a house within 400 feet. Clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair. (Note: this usually requires refinishing approximately every 2-3 years.)

All siding shall be of finish quality and shall be natural wood siding, OSB, real brick, real stone, log, cultured stone, designer block, vinyl, metal, (other than metal roofing products) stucco or any approved equal finish. The application of stucco is to be used only as an accent treatment and is limited to not more than ten percent (10%) of the exterior surface area of any dwelling. T-111 siding will not be approved on the exterior of any structure in the Subdivision.

C-9. OUTBUILDINGS. Outbuildings are defined as buildings not used as dwellings, including detached garages, utility sheds, greenhouses and shops. Outbuildings may not be used for commercial or rental purposes. No barns will be allowed. All outbuildings shall be constructed utilizing proper foundations, siding and roofing materials and be finished so that they will be equal to the primary residence's appearance. All outbuildings must be completed within three (3) months from the start of construction.

C-10. FENCES. No fence of any kind may be installed in violation of state statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended. Additionally, no fence of any kind may be installed unless built in a professional manner and properly maintained. Wood fences must be built of finished lumber, which must be painted or stained, or cedar split rail. No electric fence is allowed unless it is installed on the interior of a wood or chain link fence. Neither barbed wire fencing nor welded wire fencing is permitted.

C-11. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the Property is located. Within these easements, no structure, planting or other material 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 channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Said maintenance shall include the ditch line and to the edge of pavement.

C-12. PLACEMENT OF STRUCTURES. Except for lots 7 and 8, Tract C-14, any and all structures shall be subject to a 50-foot setback on both the front and the rear lot lines, and a 25-foot setback on the side lot lines. No deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. No permanent improvements, including but not limited to basketball hoops, volleyball or swing sets are allowed within a setback area without written approval of the Building Control Committee or the Architectural Control Committee. Such committees will generally not approve setback variations which are the same as the building setback on adjacent lots.

C-13. SIGNS. No sign of any kind shall be displayed to the public view on any residence except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise property during the construction and sales period.

C-14. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including, but not limited to, barking dogs. The Subdivision has a quiet time from 10:00 p.m. to 7:00 a.m.

The owner of each residential unit or lot shall maintain their property in a neat, clean and presentable condition. Failure to do so will be considered a nuisance.

C-15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, gravel extracting, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-16. ANIMALS. No animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including without limitation “wolf hybrids”, shall be kept on any lot. No animals, poultry, or livestock of any kind, shall be raised, bred or kept on any lot for any commercial purpose, including, but not limited to, use for sporting purposes such as dogsled competition. Each living unit shall be allowed a maximum of two dogs and two cats. However, no rottweilers, pit bulls, or any other vicious animal shall be allowed at all in the Subdivision. To the extent animals are kept outside, they shall be kept in runs or in a fenced area. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

C-17. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes or other refuse containers, shall be placed or maintained on any lot, with the exception that patrons of a garbage pick-up service may place such containers bearing trash or garbage for pick-up upon the end or side of the lot fronting upon the street on which the garbage is picked up on the day designated by ordinance, resolution, or contract for the pick-up of garbage at such lot. No burning of trash, garbage, refuse, or other waste, shall be permitted upon any lot at any time. No lot shall be used or maintained as a dumping ground for rubbish, nor may any lot contain exposed debris or any other waste.

C-18. INOPERABLE VEHICLES. Unless garaged, no inoperable vehicle or vehicle body shall be permitted upon any lot or within any street or easement adjacent to any lot in the Subdivision. A vehicle temporarily inoperative and held for repair by the owner for a period not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision. A vehicle which is otherwise operable but is not used or moved for more than forty-five days shall be considered an inoperable vehicle for purposes of this provision.

Extra vehicles, inoperable or otherwise, including but not limited to automobiles, or trucks not used at least twice weekly, campers, boats, recreational vehicles, snow-machines or other machinery shall be kept in a garage or other structure suitable for such purpose. Proposals to store operational motor homes and boats, only alongside garages or other structures will be evaluated by the Architectural Control Committee on a case-by-case basis provided that such proposals contain, at a minimum, the construction of a suitable pad which shall either be paved or similarly improved, or contain at least 4 inches of gravel fill. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight to the greatest extent possible.

C-19. SNOWMOBILES AND ATVs. Snowmobiles and ATVs shall not be operated anywhere within the Subdivision including private property, easements, or rights of way.

C-20. WINDOWS AND FACADES. No garments, rugs, sheets, foil or other objects shall be hung over windows, whether inside or outside a structure. Only customary curtains, shades or draperies, or some combination thereof, visible from the exterior of the improvements to a lot shall be used.

C-21. LANDSCAPING. Each lot owner shall landscape any portion of the lot disturbed during the construction process within ten (10) months after the start of construction. Lots that are not wooded shall be maintained so as not to become overgrown with weeds, brush or trees, other than trees utilized for landscaping purposes. Landscaped areas shall be maintained, and lawns shall not become overgrown.

Vegetable gardens in the front yard of a lot require approval of the ACC. No owner shall be permitted to completely clear a lot where standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned, so long as maximum natural beauty and esthetic value of such trees are retained. Any trees requiring removal shall be removed by hand to keep damages to surrounding trees at a minimum, and the stumps shall then be removed by power equipment. Waivers of this requirement may be granted by the appropriate Committee, on a case-by-case basis if the owner presents an acceptable alternative proposal.

C-22. EXTERNAL ANTENNA RESTRICTIONS. No external television antenna, disk or other type of television or radio antenna or electronic device which has as its purpose the sending or receiving of signals from or to any external source of any kind shall be situated on any lot; EXCEPT, HOWEVER, each lot owner may install on the exterior of the dwelling located on the lot one (1) standard television antenna, which shall not exceed a total height of four (4) feet above the roofline and one (1) satellite dish with no greater than a four foot diameter. Exceptions to these restrictions require approval by the appropriate Committee.

C-23. RE-SUBDIVISION. No lot or lots may be re-subdivided so as to create any lot with less area than shown on the original Subdivision plat for the lot or lots involved in the re-subdivision. Lot lines may be eliminated so as to create larger lots.

C-24. ENTRY. The Building Control Committee, and the Architectural Control Committee, and their duly authorized designees, shall have the right upon reasonable notice, to reasonably inspect and enter upon any lot for the purposes of examining landscaping, lot usage, and the exterior of any structure, and such activity by them or any of them shall not give rise to any legal or equitable remedy against them or any of them, including but not limited to an action for trespass.

PART D. BUILDING AND ARCHITECTURAL CONTROL COMMITTEES

D-1. BUILDING CONTROL COMMITTEE. (BCC) The Building Control Committee is initially composed of Robert C. Ackles and Shana K. Ackles and one at-large member to be appointed from time to time, their designees or successors. This Committee shall remain in existence until construction of the first residence on each lot in the Subdivision has been completed.

Before any clearing or construction takes place for the first residence on a lot, construction plans, specifications and the plot plan showing the location of a dwelling and other improvements must be submitted to and approved in writing by the BCC. The BCC shall scrutinize plans, specifications and plot plan for (a) quality of workmanship and materials, (b) harmony of external design with existing structures, (c) location with respect to topography and finish grade elevation, (d) compliance with the land use provisions of these covenants, and (e) landscape plan. Construction from identical or similar plans must be sufficiently modified so that the exterior design of no house shall be duplicated within 400 feet of another. To avoid duplication of plans within 400 feet, at least two building design elements must be changed. Once the first residence on a lot has been constructed, the responsibility of the BCC for enforcement of architectural standards as to that lot shall cease.

D-2. ARCHITECTURAL CONTROL COMMITTEE. (ACC) The Architectural Control Committee shall be initially appointed by the Building Control Committee. After formation of the Homeowners' Association, the ACC shall be appointed, and serve at the pleasure of, the Board of Directors. The ACC is responsible for the enforcement of architectural standards on any given lot in the Subdivision after the completion of construction of the first residence on that lot. Immediately after this Declaration is recorded, the Homeowners' Association shall appoint an Architectural Control Committee which shall consist of three members of the Homeowners' Association. The Committee may designate a representative for the purpose of carrying out its responsibilities. The ACC shall thereafter have the power to review all proposals for the alteration, placement or erection of any and all building and/or other site improvements, including fences, landscaping, and site grading on any lot not still under the jurisdiction of the Building Control Committee. The design or color scheme of the proposed improvements or alterations shall be controlled by the ACC to ensure harmony throughout the Subdivision. However, this provision shall not be held to require approval to repaint a structure with substantially the same color scheme. No member of the Committee shall be held personally for any action or inaction in connection with membership on the Architectural Control Committee.

D-3. PROCEDURE TO OBTAIN COMMITTEE APPROVAL. Request for approval by either the BCC or the ACC shall be submitted in writing according to the specific procedure and on the forms established by the Committee. The Committee's approval or disapproval of the request shall be in writing. In the event the

Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, the proposal shall be deemed approved. Notification may be delivered orally, but must be followed with written confirmation.

Committee review does not imply any review of the adequacy of the plans or specifications for strength, suitability or durability, including structural design. By approval of any proposal, there is no implication that the Committee, the developer, or the Homeowners' Association have any liability or responsibility for the quality or sufficiency of the design or materials. No building, structure, landscaping, or other improvement (including re-grading of the site) shall be constructed, placed, erected, repainted, altered or made without the express written approval of the Committee. Failure to obtain Committee approval prior to making an improvement to the land or dwelling shall give the appropriate Committee the right to bring a legal action, at law or in equity, against the wrongdoer. The appropriate Committee may levy against the lot owner an assessment in the amount of \$50 per day following commencement of construction until the appropriate Committee approval is obtained.

Decisions of the appropriate Committee may be appealed to the Board of Directors of the Homeowners' Association. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following receipt of the final decision of the appropriate Committee.

PART E. HOMEOWNERS' ASSOCIATION.

E-1. MANDATORY MEMBERSHIP. A Homeowners' Association is to be established within the Subdivision to provide for the operation and maintenance of the Subdivision as may be appropriate. Said Association shall be responsible to enforce the covenants for the benefit of all property owners herein. Every purchaser, their heirs, assigns and successors in the ownership of lots in this Subdivision agree as a condition of such ownership that they are automatically a member of the Homeowners' Association. All lot owners shall abide by the policies now set and as later amended by these covenants and/or the Board of Directors of the Association. They agree to such policies and covenants and will pay such assessments as may from time to time be levied.

E-2. BOARD OF DIRECTORS. The Homeowners' Association shall be operated by the undersigned until such time as the undersigned chooses to relinquish control to the membership, or until finished residences occupy at least 50% of the lots, whichever first occurs, at which time the Association shall be activated and there will be an election of directors and officers, and dues will be established and levied as determined by the Board of Directors. Activation of the Association shall be accomplished by the undersigned's selection of an initial Board of Directors consisting of

not less than three members. All Board members shall be members of the Association. Selection of the initial Board of Directors shall be at the sole discretion of the undersigned or its assignees; however, every effort will be made to select only lot owners willing to serve in this capacity.

E-3. ANNUAL MEETINGS. The Association will meet at least once annually in accordance with the bylaws of the Homeowners' Association and undertake all duties and actions prescribed thereby.

E-4. VOTING RIGHTS. The Association shall have one class of voting rights. Each lot owner, whether such owner is an entity, person or more than one person, shall be entitled to one vote for each lot owned, regardless of the number of individuals or entities jointly owning each lot. Where more than one person or entity holds an interest in any lot, such person or entities shall decide among themselves how the vote for such lots shall be exercised and by whom. The voting right of each lot owner is conditioned upon there being no existing violations of these covenants, including non-delinquency of any assessments.

E-5. ANNUAL ASSESSMENTS. Annual assessments may be levied as determined by the Board of Directors.

E-6. EMERGENCY ASSESSMENTS. The undersigned or the Board of Directors, if active, by a two-thirds (2/3) majority vote of the entire membership of the Board, may fix an emergency assessment, not in excess of FIFTY DOLLARS (\$50) per lot. No more than four (4) such assessments may be levied in any 12-month period. The undersigned or the Board of Directors shall have sole discretion as to what constitutes an emergency so long as such discretion is exercised justly and reasonably. Such assessment shall only be fixed at a duly constituted meeting of the Board.

E-7. RATE OF ASSESSMENT. All annual and emergency assessments shall be fixed at a uniform rate for all lots with habitable residences thereon. Lots undeveloped with habitable dwellings shall be assessed at 20% of the rate for undeveloped lots. No assessments shall be levied upon any lots which are unsold by the undersigned or its assigns at the time of the assessment.

E-8. FORM OF ASSOCIATION. The Homeowners' Association may be a corporation formed pursuant to Title 10 of the Alaska Statutes.

E-9. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to personally pay the Association: annual assessments or charges and emergency assessments, such

assessments to be established and collected as provided herein. In addition to personal liability of each lot owner, such assessments shall constitute a lien on all lots owned wholly or partly by the lot owner liable therefor.

Sale or transfer of any lot shall not affect the lien. No sale or transfer shall relieve the owner of the lot at the time of the assessment from personal liability for any assessment or installment thereof, nor shall sale or transfer of any lot disencumber the lien attached to the lot.

E-10. EFFECT OF NONPAYMENT OF ASSESSMENT; VIOLATION OF RESTRICTIONS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at the rate of eight (8) percent per annum. In addition, after notice and hearing, the Board may levy reasonable fines for violation of these covenants, including, but not limited to, restrictions contained herein and the nonpayment of assessments. Whenever fines for violations of restrictions are contemplated, the Board shall notify the lot owner of the violation, including a general statement of the proposed action to be taken, and the date, time and place of the hearing. The notice shall be given not less than five (5) days before the hearing date. At the hearing, the lot owner shall have the right, personally or by representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Board of Directors to ensure a prompt and orderly resolution of the issues. The lot owner shall be notified of the Board's decision in the same manner in which notice of the meeting was given.

Assessments, fines, collection costs and interest become a continuing lien upon the subject lot. The lien may be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time. The Association may also bring an action at law against the person personally obligated to pay same, and may seek conjunctive relief in order to remedy any violation.

No one may waive or otherwise escape liability for assessments or fines provided for herein by non-use of the lot, abandonment or rental of the lot.

Pending violations of the covenants or the delinquency in the payment of any assessments will, in addition, prevent voting by such member in any action before the membership or the Board of Directors.

PART F. MISCELLANEOUS PROVISIONS.

F-1. TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty-five (35)

years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots has been recorded agreeing to change said covenants in whole or part.

F-2. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or entities violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for a violation thereof, or both. Suit to enforce these provisions may be brought by the Board of Directors of the Homeowners' Association established under these covenants or by any individual lot owner in the Subdivision.

F-3. MUTUALITY OF BENEFIT AND OBLIGATION. The covenants, conditions, and restrictions set forth herein are made for the mutual and reciprocal benefit of each and every lot or tract of the real property described herein as herein provided, and are intended to create mutual, equitable servitudes upon each of the said lots or tracts in favor of each and all of the lots and tracts herein; to create reciprocal rights between the Developer and the respective owners of all of said lots and tracts; to create a privity of contract and estate between grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots and tracts within the said real property and their respective owners.

F-4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

F-5. AMENDMENT. This Declaration may be amended upon the affirmative vote of two-thirds (2/3) of the lot owners eligible and qualified to vote, such amendment to be consummated and evidenced by a written instrument recorded in the Palmer Recording District. The re-subdivision of tracts within the covered property shall not be considered an amendment to this Declaration, and the number of lots or tracts may be thereby expanded at the option of Declarant, its successors and assigns, as provided for herein.

DATED this ____ day of _____, 200__.

SETTLERS BAY GOLF COURSE, LLC

BY: _____
ROBERT ACKLES

ITS: _____

STATE OF ALASKA)
) SS
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 200__, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared ROBERT ACKLES, who is known to me and to me known to be the individual named in and who executed the above and foregoing instrument, and acknowledged to me the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year hereinabove first written.

NOTARY PUBLIC in and for Alaska
My Commission Expires:_____

PLEASE RETURN TO:

ROBINSON LAW OFFICE, P.C.
348 East Elmwood Avenue
Palmer, AK 99645