

DECLARATION
OF
CONDITIONS, COVENANTS, AND RESTRICTIONS
OF
SHERWOOD ESTATES SUBDIVISION, ADDITION NO. 2

ARTICLE 1
DEFINITIONS

SECTION 1. "Association" shall mean and refer to SHERWOOD ESTATES SUBDIVISION ASSOCIATION, its successors and assigns.

SECTION 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

SECTION 5. "DECLARANT" shall mean and refer to DEVELOPERS. Their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 6. "BOARD OF DIRECTORS" shall be elected by the Members Association at any meeting and shall consist of three individuals. They shall be the responsibility of the Board of Directors to conduct the necessary business of the association. The Declarant shall act as the Board until such time as there are ten Class A Members of the Association.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B Member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the class B membership, or
- (B) On December 31, 1985

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and 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 agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the streets, street lights, and snow removal and these public properties within the subdivision not maintained by other entities.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner the maximum annual assessment shall be Sixty Dollars per Lot.

- (A) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (B) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting called for this purpose.
- (C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such called meeting, the presence of members or of proxies entitled to cast fifty-one percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

SECTION 5. UNIFORM RATE OF ASSESSMENT. Annual assessments must be fixed at a uniform rate for all Lots and Tracts and may be collected on a monthly basis.

SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of January 1979. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of this annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

SECTION 7. EFFECT ON NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of eight percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of street or abandonment of his Lot.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

LAND USE AND BUILDING TYPE

SECTION 1. LAND USE AND BUILDING TYPE. Not lots shall be used except for residential purposes and home occupations. Duplexes will be permitted if they comply with the surrounding architecture. Fourplexes will be allowed in Block 6. Not lots shall be resubdivided to smaller than 20,000 s.f. parcels.

SECTION 2. BUILDING LOCATION.

No building shall be located on any lot nearer than twenty-five feet to the front lot line, nor nearer than ten feet to an interior lot line nor nearer than forty feet to the rear lot line, for the purpose of this covenant.

SECTION 3. DWELLINGS

No dwelling of less than a total value of \$40.00 per square foot of living area with a minimum of 1,000 square feet living area, shall be permitted on any lot. Such value shall be exclusive of porches and garages, and be based upon the cost level prevailing on the date these covenants are recorded. Cost for water and sewage facilities shall not be included in the dwelling cost. It being the intention and purpose of the covenants to assure that all dwellings, whether used as occasional homes or year-round residences, shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

SECTION 4. NUISANCES

No Noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 5. TEMPORARY STRUCTURES.

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Except for 90 days during construction of home.

SECTION 6. OUTBUILDINGS

Outbuildings, including greenhouses, storage sheds, barns, 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 buildings will be permitted which are not properly sided, painted and roofed.

SECTION 7. COMPLETION OF EXTERIORS

All houses and outbuildings must be enclosed and exteriors finished within twelve months of the time of beginning construction.

SECTION 8. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be kept, bred or maintained for any commercial purpose. Dogs will be limited to three(3) per Lot Per dwelling

SECTION 9 TREES

No trees may be removed from any lot except those necessary for thinning to allow healthier growth and clearing of a construction site for the dwelling to be constructed on that lot, or for incidental residential uses, such as a home garden for personal consumption. It is the intent of this provision that all persons purchasing lots shall so their utmost to maintain the trees and natural wooded surroundings of their property.

SECTION 10 VEHICLES

No Junk vehicles will be stored on a lot for more than thirty (30) days.

SECTION 11. SEWAGE DISPOSAL

All on-site sewage disposal systems shall conform to the State of Alaska, Department of Environmental conservation standards, and shall be placed in locations in conformance with state regulations. All dwellings shall have acceptable sewage before occupancy.

SECTION 12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Rubbish, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SECTION 13. MOBILE HOME

Mobile Homes with a minimum width of twelve feet and placed on a permanent foundation will be permitted, but limited to under these covenants the following Lots; 1-12, Block 6. Double wide modular type Mobile Homes with wood exterior on permanent foundations will be permitted on all lots.

All Mobile Homes must be neatly skirted and hooked to electric, water and sewage before occupancy.

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT

The association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restriction; conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY

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

SECTION 3. AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by not less than fifty-one percent of the Lot Owners. Any amendment must be recorded and may not be in conflict with existing State and Borough regulations.

13 Sept 83

Date

Robert A. Rogers

83-020115

RECORDED
PALMER RE
DISTRICT

State of Alaska
Third Judicial District

SEP 13 4 03 PM '83

On September 13, 1983 before me MARILYN J. MCGUIRE,
Notary Public in and for the State of Alaska personally
appeared ROBERT T. ROGERS

REQUESTED BY

and they executed the above document for the purpose and
uses therein mentioned.

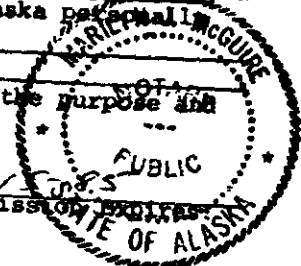
MATANUSKA - SUSAN BOROUGH LA

BOX 8
PALMER, ALASKA 99645

223644

Marilyn J. McGuire
Notary Public for Alaska

My Commission Expires 4-15-85



DECLARATION
OF
CONDITIONS, COVENANTS, AND RESTRICTIONS
OF
SHERWOOD ESTATES SUBDIVISION, ADDITION NO. 2
WATER ASSOCIATION

ARTICLE I
DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to SHERWOOD ESTATES SUBDIVISION ADDITION NO. 2 WATER ASSOCIATION, its successors and assigns. 83-196

Section 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, in their individual capacities, but also as the representative of and for the benefit of the future fee simple title holders, including contract sellers, but excluding those having merely a security interest for the performance of an obligation.

Section 3. "PROPERTIES" shall mean and refer to that certain real property located in Sherwood Estates Subdivision, Addition No. 2, Blocks 1, 2, 3, 4, and 5, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. *(EXCEPTING LOTS 4 AND 16, BLOCK 4)

Section 4. "LOT" shall mean and refer to any plot of land within Blocks 1, 2, 3, 4, and 5 shown upon the recorded subdivision map of the Properties. *(EXCEPTING LOTS 4 AND 16, BLOCK 4)

Section 5. "BOARD OF DIRECTORS" shall be elected by the Association members at an annual meeting and shall consist of three individuals who will conduct the necessary business of the Association.

Section 6. "ASSESSMENT" shall mean the amount charged to properties to be served by the Association as a condition of service.

ARTICLE II

PURPOSE OF ASSOCIATION

Section 1. The Owners intend the Association to construct, operate, and maintain a water supply system for the purpose of supplying a sufficient quantity of water to meet the reasonable needs of each of the Lots, and for that purpose will construct, lay, and maintain water storage and distribution facilities, water mains, lateral lines, manholes, pumping stations, and all other facilities and appurtenances necessary to maintain an adequate water supply for domestic consumption for the occupants of such buildings, residences, and other improvements on said Properties. The Association shall install one water service connection and extension to each Lot, unless the Owner has accepted responsibility for payment for further water services.

Section 2. The Association reserves the right to refuse to provide water service if the assessments to the applicable Lot have not been paid.

Section 3. The Owners warrant that existing and future encumbrances, liens or other indebtedness, if any, to the title of water supply systems now owned or hereafter acquired by the Association shall be subordinated and made subject to this Declaration.

Section 4. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE III

EASEMENT

Section 1. The Owners hereby convey to the Association, its successors and assigns, a blanket utility easement through, upon and above the Properties for purposes of

constructing, installing, and maintaining the Association water system. This easement shall be appurtenant to and running with the subject Properties, with the intent that such shall bind any future Owner.

Section 2. The location of the water system shall be reasonably situated, and so that it does not require removal or destruction of any existing construction.

ARTICLE IV

BOARD OF DIRECTORS, MEMBERSHIP AND VOTING RIGHTS

Section 1. Written notice of the annual Board of Directors' election shall be sent to all members not less than 30 days nor more than 60 days in advance of the election. Robert T. Rogers, for Seat A, Arlie Mastin, for Seat B, and Lyman Meecham, for Seat C shall act as the Board until September 1, 1984, at which time the Association shall hold its first annual Board of Directors' election. All seats shall be for 2 years, except to provide continuity, Robert Rogers will hold Seat A until the 1985 election, and only Seats B and C will be open at the first annual Board election. The Board shall enter into a management contract for operation of the water system, and adopt rules and regulations as necessary for the conduct of its business. It shall call at least one annual meeting of the members, and send notices out at least 30 days in advance thereof.

Section 2. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3. Owners shall be entitled to one vote for each Lot owned. When there is more than one record owner for any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any one Lot. The majority of Owners present in person or by proxy shall conduct the business presented at membership meetings.

Section 4. All notices provided for herein shall be in writing or by telegram, and if to the Association, shall be mailed to SR 2893H, Wasilla, AK 99687, and if to parties for whose benefit this Declaration is made, notices shall be mailed or delivered to their last known business or residential addresses.

ARTICLE V

WATER SYSTEM CHARGES

Section 1. The Owners for each Lot owned within the Properties, hereby covenant, and each subsequent Owner of any Lot by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) A one-time development fee representing the pro-rata share of 100% of the cost, including overhead and interest during construction, for the entire water system. This fee shall be due forthwith, or on such terms as are negotiated between the developer and the individual Lot Owner, (2) \$500.00 one-time hook-up fee, (3) monthly assessments or charges, and (4) special assessments for capitol improvements, such assessments to be established and collected as hereinafter provided. The aforementioned fees and assessments together with interest, costs and reasonable attorney's fees, shall be a continuing lien, until paid, upon the Lot against which each assessment is made, and shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. Immediately upon receipt, the Association shall turn over to the developer all development and hook up fees received, until the developer is paid in full.

Section 2. The assessments levied by the Association shall be used exclusively for the Association, its management, business, water system, and improvement and maintenance of such water system.

Section 3. The Association reserves and has the right to establish and collect as a charge or charges for water furnished and consumed by the Owners or occupants of each of the buildings, residences, and other improvements, after hook up, the initial rate of \$15.00 per month. The Association shall have the right to install on the premises of each of the individual buildings, residences, and other improvements a water meter to be maintained by the Association through which all water supplied to the consumer shall pass and to which the Association shall have access at reasonable times for the purpose of taking meter readings and keeping said meters in repair.

The Board of Directors may establish, amend or revise from time to time and enforce rules and regulations covering the furnishing of, and charges for, the water supply service,

provided, however, all such rules and regulations established by the Board shall at all times be reasonable and subject to the procedure set forth herein.

Section 4. Special assessments and changes in the initial rates described above may be proposed by the Board of Directors in the following manner:

A majority vote of the Board of Directors shall determine whether to propose a change in the initial rate or a special assessment. The Board shall send notice to the members of such proposed rate change or special assessment. If within ninety (90) days after such notice not more than one-third of the Owners entitled to vote have signified in writing their opposition to such proposed special assessment or rate change, the Board of Directors may forthwith establish such new rates or special assessment. If more than one-third of such Owners signify, in writing, their opposition to the Board of Directors' proposal, or if more than one-third of such Owners propose in writing a rate change or special assessment, which the Board of Directors opposes, and the parties cannot negotiate an agreement within ninety (90) days, then the matter of the reasonableness of such new rates or special assessments shall be referred to a board of arbiters selected as follows: the Board of Directors shall designate one arbiter, the said objecting Owners shall designate one arbiter, and the two arbiters thus selected shall choose a third arbiter. The three arbiters shall make their written recommendations to the parties to the dispute as to the reasonableness of the new rates or special assessments within ninety (90) days after the reference of the dispute to them. Written notice of the hearing of the dispute by the arbiters shall be given to the Board of Directors and to all objecting Owners. All proceedings before the arbiters shall be recorded. Either side to the arbitration may present written objections to the recommendations within thirty (30) days after the decision. If no written objections are made, it shall be considered that all parties have agreed that the new rates or special assessments recommended by the arbiters are reasonable. If written objections are filed by either side, the question of the reasonableness of the new rate or special assessments shall be the subject of review by a court of competent jurisdiction in appropriate legal proceedings initiated for such purpose. In the event of arbitration or court proceedings the proposed change of rates or special assessments shall be held in abeyance and shall not become effective until the conclusion of such proceedings.

Section 5. Special Assessments must be fixed at a uniform rate for all Lots.

Section 6. The monthly charges are due on the first of every month, and are delinquent if not received by the 10th of the month when due. The other due dates for fees and assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Any fees or assessments not paid within ten days after the due date shall bear interest from the due date at the rate of 10.5% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of water or abandonment of his or her Lot.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land and shall be binding upon and shall inure to the benefit of the Owners thereof and the Association, their successors and assigns.

Section 3. This Declaration may be amended by an instrument signed by not less than fifty-one percent of the lot Owners. Any amendment must be recorded and may not be in conflict with existing State or Borough regulations.

IN WITNESS WHEREOF, the Owners of record have caused this Declaration to be duly executed and hereunto set their hands and seals this _____ day of _____, 1984.

James W. Hagen
(Co) Owner of Lot 3, Blk 2
James W. Hagen

Karen Hagen
(Co) Owner of Lot 3, Blk 2
Karen Hagen

Anita Herbrecht
(Co) Owner of Lot 3, Blk 2
Anita Herbrecht

James Gullard
(Co) Owner of Lot 7, Blk 5
James Gullard

Connie L. Parker
Owner of Lot 5, Block 5
Connie L. Parker

Floyd Nix
Floyd Nix, Floyd Nix
-6- owner of Lot 10, Block 5

Terry F. Raymond
(Co) Owner of Lot 2, Blk 4
Terry F. Raymond
Barbara A. Raymond
(Co) Owner of Lot 2, Blk 4
Barbara A. Raymond
Terry F. Raymond
(Co) Owner of Lot 2, Blk 4
Terry F. Raymond
Barbara A. Raymond
(Co) Owner of Lot 2, Blk 4
Barbara A. Raymond
KING E. TSAI
(Co) Owner of Lot 4, Blk 5
King E. Tsai
Robert T. Rogers
(Co) Owner of Lots 1, 2, 3, 4, 5
Block 1: Lots 1, 2, 3, 4, 5
Block 2: Lots 6, 7, 8, 9, 10
Block 3: Lots 11, 12, 13, 14, 15
Block 4: Lots 16, 17, 18, 19, 20
Block 5: Lots 21, 22, 23, 24, 25
Archie Masten
(Co) Owner of Lots 1, 2, 3, 4, 5
Block 1: Lots 1, 2, 3, 4, 5
Block 2: Lots 6, 7, 8, 9, 10
Block 3: Lots 11, 12, 13, 14, 15
Block 4: Lots 16, 17, 18, 19, 20
Block 5: Lots 21, 22, 23, 24, 25
Archie Masten, by Robert T. Rogers

Virginia L. Rockwell
(Co) Owner of Lot 2, Blk 3
Virginia L. Rockwell
John V. Rockwell
(Co) Owner of Lot 2, Blk 3
John V. Rockwell
Erich Napf
(Co) Owner of Lot 4, Blk 5
Erich Napf
Carl Herbrecht
(Co) Owner of Lot 5, Blk 1
Carl Herbrecht
Anita Herbrecht
(Co) Owner of Lot 5, Blk 5
Anita Herbrecht
Lyman Meacham
(Co) Owner of Lots 1, 2, 3, 4, 5
Block 1: Lots 1, 2, 3, 4, 5
Block 2: Lots 6, 7, 8, 9, 10
Block 3: Lots 11, 12, 13, 14, 15
Block 4: Lots 16, 17, 18, 19, 20
Block 5: Lots 21, 22, 23, 24, 25
Lyman Meacham, by Robert T. Rogers
Lily Tsai
Lily Tsai, owner
of Lot 6(6)
Mark Lusch
Mark Lusch
owner Lot 19, Block 4
Carlin Nix
Carlin Nix
owner of Lot 10, Block 5
Lucy Bikulis
Lucy Bikulis
owner of Lot 19, Block 4

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY, that on this 31st day of July, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared ROBERT T. ROGERS, individually and as attorney in fact for ARLIE MASTEN and LYMAN MEACHAM, known to me to be the persons therein named and who executed the above and foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Cheta Miller
NOTARY PUBLIC
Cheta Miller
Notary Public in and for Alaska
My commission expires: 1/31/86

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.

THIS IS TO CERTIFY, that on this 27th day of July, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared Barbara A. Raymond and Jerry J. And in and who executed the above and foregoing instrument, and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Brenda P. Rutledge
Notary Public in and for Alaska
My commission expires: 4-20-87

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.

THIS IS TO CERTIFY, that on this 27th day of July, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared James W. [unclear] and Barbara A. Raymond known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

STATE OF ALASKA
NOTARY PUBLIC
Lynn M. Wind

Lynn M. Wind
Notary Public in and for Alaska
My commission expires: 7-8-87

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 30th day of July, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared Virginia L. Rockwell, known to be the person(s) described in and who executed the above and foregoing instrument, and she acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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


Notary Public in and for Alaska
My commission expires: 3/22/87

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 30th day of July, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared John V. Rockwell, known to be the person(s) described in and who executed the above and foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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


Notary Public in and for Alaska
My commission expires: 3/22/87

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY, that on this 1st day of Aug, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared Erick Napier, known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

STATE OF ALASKA
NOTARY PUBLIC
LYNN M. WIND

Lynn M. Wind
Notary Public in and for Alaska
My commission expires: 4-8-87

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY, that on this 2nd day of July, 1985, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared James Bullard, known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

STATE OF ALASKA
NOTARY PUBLIC
LYNN M. WIND

Lynn M. Wind
Notary Public in and for Alaska
My commission expires: 4-8-87

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 1st day of July, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared MARK A LUSCH E Lucy Bikules, known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC

LYNN M. WIND

Notary Public in and for Alaska
My commission expires: 4-8-87

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 1st day of Aug, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared King Bear E Lily Bear, known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC

LYNN M. WIND

Notary Public in and for Alaska
My commission expires: 4-8-87

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 20th day of June, 1985, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared Connie L. Parker, known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC
 LYNN M. WIND

Notary Public in and for Alaska
 My commission expires: 4-8-87

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 2nd day of July, 1985, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared Robert T. Rogers, known to be the person(s) described in and who executed the above and foregoing instrument, and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

STATE OF ALASKA
 NOTARY PUBLIC
 LYNN M. WIND

Notary Public in and for Alaska
 My commission expires: 4-8-87

Return to:
 Robert T. Rogers
 SR 2893 H
 Wasilla, AK 99687

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 27th day of July, 1984, before the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared Anta Verbrecht & Carl Verbrecht, known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

NOTARY PUBLIC
LYNN M. WIND

Lynn M. Wind
Notary Public in and for Alaska
My commission expires: 4-8-87

85-016853
59

RECORDED-FILED
PALMER REC.
DISTRICT

JUL 9 11 09 AM '85
REQUESTED BY
ADDRESS
Met-Su Title Insurance Agency, Inc.
P.O. Box 87-1810
Wendell, AK 99687

WF-707

BOOK 0430 PAGE 364

ADDENDUM
TO
DECLARATION
OF
CONDITIONS, COVENANTS, AND RESTRICTIONS
OF
SHERWOOD ESTATES SUBDIVISION, ADDITION NO. 2

AS RECORDED BOOK 321, PAGE 472, 473, 474, 475, and 476.

ROBERT T. ROGERS and LYMAN MEACHAM, being the owners of over 51% of the subdivided lots, hereby wish to amend ARTICLE IV, SECTION 1. to read as follows:

SECTION 1. LAND USE AND BUILDING TYPE.
No lots shall be used except for residential purposes and home occupations.
Duplexes will be permitted if they comply with the surrounding architecture
on Lot 3, Block 2
Lot 2, Block 3
Lots 4, 8, 16, 17, 18, 19, 20, and 21, Block 4
Lots 4, 5, 6, 7, 9, 10, 11, Block 5
Fourplexes will be allowed in Block 6. No lots shall be resubdivided to smaller than 20,000 s.f. parcels.

13 Aug 85
Date
Robert T. Rogers
Lyman Meacham
R. T. Rogers R.O.A.

State of Alaska
Third Judicial District

On 8/13/85 before me Virginia J. Bunker
Notary Public in and for the State of Alaska personally
appeared Robert T. Rogers
Lyman Meacham R.O.A. Robert T. Rogers

and they executed the above document for the purpose and
Uses therein mentioned.

Virginia J. Bunker
Notary Public for Alaska

2-16-86
My Commission Expires

85-020670
8-

RECORDED FILED
PALMER REC.
DISTRICT

AUG 14 11 21 AM '85

REQUESTED BY _____

ADDRESS _____

Met-Su Title Insurance Agency, Inc.
P.O. Box 87-1810
Wasilla, AK 99687

Please Return to
Ryer Realty
SR 2893 H.
Wasilla, AK 99687.

M11524

AMENDMENT 2
TO DECLARATION OF
CONDITIONS, COVENANTS, AND RESTRICTIONS.
SHERWOOD ESTATES SUBDIVISIONS, ADDITION NO. 2
As Recorded in Book 321. Pages 472-476
PALMER RECORDING DISTRICT

ALASKA MORTGAGE GROUP, 715 L Street #8, Anchorage,
Alaska, 99501-3350, as owner of more than 51% of the
subdivided lots in Sherwood Estates Subdivision, Addition
Number Two, (Plat 83-196) hereby amends

ARTICLE IV, SECTION 3, by adding: "This section affects
Blocks Four and Five only;" and

ARTICLE IV, SECTION 13, By adding: "This section
affects Blocks Three, Four, Five, and Six only."

Dated in Anchorage this 17th day of June, 1994.

David T. McCabe
David T. McCabe, General Partner
Alaska Mortgage Group

STATE OF ALASKA)
) ss
THIRD JUCICIAL DISTRICT)

On June 17, 1994, before me,
Notary Public in and for the State of Alaska, personally
appeared David T. McCabe, General Partner, Alaska Mortgage
Group, and acknowledged that he executed the above document
for the purpose and uses therein mentioned.

[Signature]
Notary Public in and for Alaska
My Commission expires: 4-7-94



94-010301
15-

PALMER REC. DISTRICT
REQUESTED BY _____

'94 JUN 22 AM 8 58

MCKINLEY TITLE & TRUST
1700 E. PARKS HWY.
WASILLA, ALASKA 99687

Return to:
Alaska Mtg Group
715 L St #8
ANCHORAGE AK 99501