

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

(pertaining to
BROOKRIDGE ESTATES SUBDIVISION)

This Declaration is made this 10th day of August,
1977, by M. K. MATTHEWS and MARTHA E. MATTHEWS, herein referred
to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property
in the Palmer Recording District, Third Judicial District,
State of Alaska, more particularly described as:

BROOKRIDGE ESTATES SUBDIVISION according to
Plat No. 77-98 on file in the office of the
Recorder, Palmer Recording District, Third
Judicial District, State of Alaska (situate in
SEC. 15, T 17 N, R 2 W, S. M., ALASKA).

herein called "Brookridge Estates" or "Subject Property"; and

WHEREAS, Declarant desires to subject Brookridge
Estates, containing 48 lots and 1 tract, more or less, to
certain covenants, conditions and restrictions for the benefit
of such property and its present and subsequent owners as
hereinafter specified; and

WHEREAS, the power to enforce such covenants, con-
ditions, restrictions and charges is to primarily reside in
"Brookridge Estates Owners Association", a nonprofit corporation
organized or to be organized under the laws of the State of
Alaska.

NOW, THEREFORE, Declarant hereby declares that except
as hereinafter stated all of the Subject Property described
above shall be held, sold and conveyed subject to the following
covenants, conditions, and restrictions, which are for the
purpose of protecting the value and desirability of, and
which shall run with, the real property and be binding on
and inure to the benefit of all parties having any right,
title or interest in the Subject Property or any part there-
of, including their legal representatives, heirs, successors,
and assigns.

ARTICLE I.

Definitions

Section 1. "Association" means the Brookridge Estates Owners Association (BEOA), an Alaska nonprofit corporation, and its successors and assigns.

Section 2. "Declarant" means M. K. Matthews and Martha E. Matthews, their heirs and assigns (in whole or in part) if such heirs or assigns should acquire more than one undeveloped Lot from the Declarant.

Section 3. "Real Property" means the entire land area shown and described by the plat.

Section 4. "Plat" means Plat No. 77-98 on file in the office of the Recorder for the Palmer Recording District and any subsequent official plat(s) pertaining to Brookridge Estates.

Section 5. "Lots" means the lots shown on Plat No. 77-98 as identified thereon as Lots One (1) through Nine (9), Block One (1), Lots One (1) through Four (4) Block Two (2), Lots One (1) through Twenty (20) Block Three (3), Lots One through Six (6) Block Four (4), Lots One through Four (4), Block Five (5), Lots One (1) through Five (5), Block Six (6) and Tract A and the lots reflected on any subsequent plat(s) pertaining to Brookridge Estates.

Section 6. "Common Open Spaces" means all real property to be transferred to and held or maintained by the Association, for the common use, enjoyment and benefit of the Owners. Such Common Open Spaces will consist of the three Common Open Spaces as shown on the Plat, plus all Roads depicted on the Plat.

Section 7. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to a Lot in Brookridge Estates, or the contract purchaser, in possession, of a Lot in Brookridge Estates.

Section 8. "Brookridge Estates" means the residential community shown on the Plat.

Section 9. "Roads" shall mean and refer to all streets, thoroughfares, pathways, and rights-of-way depicted on the Plat; roads shall also include each temporary turn around depicted on the plat until such time as the road upon which a given temporary turn around is located, is extended.

ARTICLE II.

Property Rights

Section 1. Owners' Easements of Enjoyment. With the exception of the Roads which have been dedicated to the public by the filing of Plat No. 77-98 the Common Open Spaces are for the exclusive use of the Owners'. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Open Spaces, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility(ies) situated upon the Common Open Spaces, and to promulgate and enforce reasonable rules and regulations for the use of such facilities;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Open Spaces to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may assign, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Open Spaces and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE III.

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to regulation and assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

Section 2. Association Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members, each of whom shall be entitled to one vote for each Lot owned, shall be the Owners, subject to these limitations:

(1) when more than one person holds such interest, all such persons shall be members, and 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 such Lot; and

(2) the Declarant shall not be a Class A member until the Class B membership of the Declarant ceases and becomes converted to Class A membership herein provided.

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

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1983.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest(s) required for membership of Class A members.

ARTICLE IV.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Brookridge Estates 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, shall be deemed to covenant and agree to pay to the Association:

- (i) annual assessments or charges; and
- (ii) special assessments for capital improvements, and
- (iii) emergency assessments.

Such annual, special and emergency assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual, special and emergency assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance of the Common Open Spaces including repair of roads, drainage, street signs and snow removal as necessary. The Association may in the sole discretion of its Board of Directors expend a reasonable portion of the assessments for maintenance and snow removal from roadways providing ingress and egress to Brookridge Estates. The Association may, by the majority vote of the members, elect to use assessments for any other legal purpose which serves to promote the recreation, health, safety, enjoyment or welfare of the Owners.

Section 3. Maximum Annual Assessment for Association. Until January 1, 1978, the maximum annual assessment which may be levied by the Board of Directors of the Association shall be Sixty and no/100 Dollars (\$60.00) per Lot.

(a) From and after January 1, 1978, the maximum annual assessment which may be levied by the Board of Directors of the Association without a vote of the membership shall be adjusted in relation to the Consumer Price Index for the City of Anchorage, Alaska, issued by the Bureau of Labor Statistics of the United States Department of Labor, herein referred to as "price index figure" provided, however, that in no way shall the maximum annual assessment be reduced to an amount less than \$60.00 per annum. The adjustment in the maximum annual assessment shall be determined as follows:

The price index figure for October 1976, the price index figure for October of the year immediately preceding the year for which such adjustment is to be made, and the sum of \$60.00 shall be the basis upon which such adjustment shall be computed. The differences, if any, between the price index figure for October 1976 and the price index figure for October of the year immediately preceding the year for which such adjustment is to be made shall be ascertained by subtracting the lesser from the greater of such figures. Thereafter, such difference shall be divided by the price index figure for October 1976, which will provide the percentage of change, if any, in the price index figure. If such percentage of change represents an increase, then the maximum annual assessment for the following assessment year shall be \$60.00 plus the sum derived by multiplying the sum of \$60.00 by such percentage of change.

In the event the Consumer Price Index issued by the United States Department of Labor be discontinued, or if there is a substantial change in the method of determining the price index figure from the base month of October, 1976, any other appropriate and suitable governmental index shall be used provided it offers a comparison between a period reasonably close to October 1976 and the subsequent month being measured.

(b) From and after January 1, 1978, the maximum annual assessment may be increased above the amount otherwise allowable under (a) above, to a stated maximum amount, by an affirmative vote of two-thirds (2/3rds) of each class of members of the Association who are voting on such resolution, in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement located or to be located within its jurisdiction or control, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose by the Association. The Board of Directors of the Association may provide for the payment of such special assessment on a monthly basis.

Section 5. Emergency Provision. The Board of Directors of the Association may fix an emergency assessment not in excess of fifty Dollars (\$50.00) per Lot per year by a two-thirds (2/3rds) vote of the entire membership of the Board. The Directors shall have sole discretion as to what constitutes an emergency, provided such emergency assessment is used for the purposes stated in Section 2. of this Article IV. Such assessment shall only be fixed at a duly constituted meeting of the Board when:

- a) conditions do not allow time for a special or regular meeting of the Association membership to be called, and
- b) the Association's funds are not adequate to pay the cost of the action to be taken.

Section 6. Notice and Quorum for Action Authorized Under Section 3(b) and 4. Written notice of any membership meeting called for the purpose of taking any action authorized under Sections 3(b) and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of both classes 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Annual, emergency and special assessments must be fixed at a uniform rate for all Lots except that unimproved Lots owned by the Declarant shall be assessed at the lower of (i) a rate of not more than one-half (1/2) of the rate fixed for other Lots, or (ii) a total of Five Hundred and no/100 Dollars (\$500.00) per year for all unimproved Lots owned by Declarant.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein for the Association shall commence as to all Lots on the first day of the month following the conveyance of the Common Open Spaces as depicted in the Plat, to the Association. The first annual assessment(s) shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period in an amount not in excess of the maximum assessment allowable under Section 3.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which may also provide for the payment of such assessment on a monthly basis. The Association shall, upon demand and for a reasonable charge, furnish to any Owner liable for an assessment a certificate signed by an officer setting forth whether the assessments on the property owned by each such Owner have been paid.

Section 9. Effect of Nonpayment of Assessments; 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 percent (8%) 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 nonuse of the Common Open Spaces or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment liens; provided, however, the sale or transfer of any Lot pursuant to a foreclosure, or other proceeding in lieu thereof, of any first mortgage or deed of trust, shall extinguish the liens of such assessments as to payments which became due prior to such sale or transfer, but not as to any assessments thereafter becoming due.

ARTICLE V.

Restrictions on Use of Subject Property
by Occupants - Land Use Restrictions

Section 1. Land Use. Lots shall be used for single-family residential purposes only; provided, however, that any Lot containing an area in excess of forty seven thousand (47,000) square feet may be used for either single family or two family duplex residential purposes.

Section 2. Building Line Setbacks. No building shall be located on any Lot nearer than thirty (30) feet to the front Lot line, nor nearer than twenty (20) feet to the rear Lot line, and no building shall be located nearer than ten (10) feet to any interior Lot line, nor nearer than twenty-five (25) feet to any side street Lot line. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 3. Water Supply. 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, and standards of the Alaska Department of Environmental Conservation. Approval of such a system as installed shall be the responsibility of the individual owner.

Section 4. Sanitary Waste Disposal. No individual sanitary waste disposal system of any kind shall be located nearer any water course or shoreline than one hundred (100) feet, or at such greater distance as may be specified by the Alaska Department of Environmental Conservation. No individual sanitary waste disposal system shall be permitted on any Lot unless such a system is located, constructed and equipped in accordance with the requirements, and standards of the Alaska Department of Environmental Conservation or such other laws or regulations as may be promulgated by State or local authority. Approval of such a system as installed shall be the responsibility of the individual Owner.

Section 5. Signs. No signs shall be erected or maintained on any Lot except one sign of not more than four square feet identifying Lot owners or occupants, or advertising a Lot for sale or rent.

Nothing herein shall preclude Declarant or its sales agents, from erecting and maintaining such temporary signs and structures as may, in the Declarant's judgment, promote the development and sale of Lots or other interest in Brookridge Estates.

Section 6. Pet Regulation. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. A maximum of two (2) dogs, cats, or other household pets may be kept on any Lot. A maximum of two (2) horses per Lot may be kept on any Lot, no horse being stabled closer than twenty-five (25) feet to any Lot line.

Section 7. Waste Material. No trash, garbage, rubbish, refuse or other solid waste of any kind, including but not limited to inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed on any part of Brookridge Estates. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The Owner or occupant of each Lot shall be responsible for the disposal outside of Brookridge Estates of all such trash, garbage, rubbish, refuse or other solid waste.

Section 8. Drainage. No owner shall change or cause to be changed or interfere in whole or in part with the natural drainage of the Subject Property without the approval of the appropriate governmental agency.

Section 9. Vehicles and Storage.

a) No recreational vehicles such as but not limited to, travel trailers, boat trailers, and campers shall be permitted to remain on any Road for in excess of 48 hours.

b) No vehicle shall be parked on the Common Open Spaces except those portions of it which have been specifically set aside and designated as parking lots.

c) No vehicle requiring significant rehabilitation or repair (herein sometimes referred to as a vehicle in an extreme state of disrepair) shall ever be parked or permitted to remain on any part of the Common Open Spaces for more than 24 hours. A vehicle shall be deemed in an extreme state of disrepair when it is incapable of moving under its own power or, when in the opinion of the Board of Directors of the Association, its presence offends the reasonable sensibilities of the occupants of Brookridge Estates.

Section 10. Outbuildings. No basements, garages, sheds, shacks, outbuildings or impermanent structures, such as tents, shall be used as dwellings on any Lot except with the written permission of the Board of Directors of the Association, and then only for such relatively short periods of time as may be specified in the written permit authorizing such use.

Section 11. Use. No Lot shall ever be used in a fashion which is unlawful, creates a nuisance, or unreasonably interferes with the other Lot Owners' right to the use and enjoyment of their respective Lots, or the other Lot Owners' right to the use and enjoyment of the Common Open Spaces. The Board of Directors of the Association shall determine whether any given use of a Lot unreasonably interferes with those rights and such determination shall be conclusive.

Section 12. Vegetation Removal. To maintain the setting and aesthetic value of the Brookridge Estates Sub-division, no standing timber shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings, or that which is necessary and reasonable to remove hazardous and dangerous timber, or for the clearing of access roadways on any Lot. In no event shall more than sixty percent (60%) of the area of any Lot be cleared of the vegetation present on the Lot at the time of the purchase from the Declarant. No brush or trees shall be cut or removed from the Common Open Spaces unless approved by the Board of Directors.

Section 13. Easements. Easements for installation and maintenance of utilities are as set out or depicted on the recorded plat.

Section 14. Culverts. Each Lot Owner shall, at the time of driveway construction, provide a culvert, at the ditch crossing. The culvert must be a 12-inch (minimum) corrugated metal 10 gauge or equivalent pipe.

ARTICLE VI.

Restrictions on Use of Subject Property By
Occupants - Building Use Restrictions

Section 1. Dwelling Quality and Size. Each residence on a Lot shall be constructed on a permanent foundation and shall contain a minimum ground floor area of 576 square feet per family unit exclusive of open decks (covered or uncovered), garages, sheds or other outbuildings and no building shall be more than two stories in height. The workmanship and materials of each building shall be of good quality.

Section 2. Exterior. The exterior of any buildings constructed shall be completed within one year of the beginning of construction in order to present a finished appearance when viewed from any angle. The building area shall be kept reasonably clean during the construction period.

Section 3. Parking. At the time a permanent dwelling is built, adequate off-street parking for at least two automobiles shall be provided on each Lot.

Section 4. Encroachment. No building of any kind erected or maintained or suffered to be erected or maintained by the owner of Lot may trespass or encroach upon the Common Open Spaces. The Association shall have the authority to abate any such trespass or encroachment upon the Common Open Spaces at any time by appropriate self-help measure(s) without the necessity of commencing legal proceedings.

Section 5. Elevations. No structure shall be placed upon any Lot with an elevation of its lowest floor, including any basement, of less than three feet above the highest known water elevation.

Section 6. Mobile Homes and Trailers. No mobile home or trailer shall be placed on any Lot for either permanent or temporary living purposes.

Section 7. Fences and Walls. No fence or wall shall be erected or placed on any Lot which impedes the natural view of any mountains by any adjacent Owner.

ARTICLE VII.

General Provisions

Section 1. Resubdivision. The area of the Lots herein described shall not be reduced in size by resubdivision, except (i) the Owners of three contiguous Lots may replat such Lots by dividing the inner or middle Lot, thus increasing the size of the two remaining Lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single Lots, and (ii) the present or any future Owner of Tract A may resubdivide such tract into two or more Lots in accordance with the subdivision and platting requirements of the Matanuska-Susitna Borough, Inc., and any other applicable authority (in the event of such resubdivision of Tract A, the individual Lots resulting from such resubdivision shall be subject to the Covenants, Conditions and Restrictions contained in this Declaration).

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. 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.

Section 4. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record Owners of Lots is recorded, declaring the subject covenants, conditions and restrictions are to be terminated or amended in whole or in part. This Declaration may be amended during the first twenty-five (25) year period as follows:

a) at any time until and through December 31, 1977 the Declarant by a written instrument recorded in the Palmer Recording District may:

(i) subject to the approval of the appropriate platting authority, if any, change or lay out a new or discontinue any existing road, street, thoroughfare or way depicted on the Plat, which is not necessary for ingress or egress to or from a Lot Owners' premises; or

(ii) make such further exceptions, amendments, and additions to these covenants, conditions and restrictions as it and the Board of Directors of the Association may reasonably deem necessary and proper; or both, and

b) at any time by a written instrument recorded in the Palmer Recording District, sixty-six and two-thirds (66-2/3rds) of the Lot Owners, by an affirmative vote of two-thirds (2/3rds) of each class of members, may make such further exceptions, amendments, and additions to these covenants, conditions and restrictions as they deem appropriate.

Provided, however, that Section 2., 3., and 4. of Article V and Section 5. of Article VI of this Declaration shall in no event be amended without the approval of the appropriate governmental agency.

Section 5. Non Applicability of Certain Provisions.
Due to the unique characteristics and the historical value of the "homesteaders cabin" located on Lot Six (6) of Block One (1) of Brookridge Estates, the following provisions of this Declaration shall not apply to such structure until such time as the structure may be destroyed, removed or razed:

<u>Sections</u>	<u>Article</u>
2,3,4&10	V
1,2,5	VI

Section 6. Effective Date. The covenants, conditions and restrictions herein set forth shall take effect concurrently with, and not until, the recording of the Plat for the Brookridge Estates Subdivision, consisting of 48 Lots and 1 Tract, as more particularly described herein.

IN WITNESS WHEREOF, M. K. MATTHEWS and MARTHA E. MATTHEWS have executed this Declaration the day and year first above set forth.

DECLARANT:

M. K. Matthews
M. K. Matthews

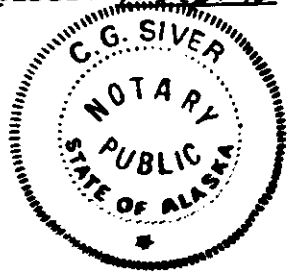
Martha E. Matthews
Martha E. Matthews

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10th day of August, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared M. K. MATTHEWS and MARTHA E. MATTHEWS, to me known and known to me to be the persons named in the foregoing instrument as Declarant, and they acknowledged to me that they had executed the foregoing instrument as their free act and deed for the uses and purposes therein stated.

WITNESS my hand and Notarial Seal on the day and year in this certificate first above written.

C.G. Siver
NOTARY PUBLIC in and for Alaska
My Commission expires: 10 Sept 78



77-010795
3300

RECORDED-FILED
PALMER REC.
DISTRICT

SEP 6 9 03 AM '77

REQUESTED BY _____

ADDRESS MATANUSKA - SUSITNA BOROUGH INC.
BOX B
PALMER, ALASKA 99645

58893

BY-LAWS
OF

BROOKRIDGE ESTATES OWNERS ASSOCIATION

ARTICLE I. OFFICERS

The principal office of the Corporation in the State of Alaska shall be located in the Municipality of Anchorage. The Corporation may have such other offices, either within or without the State of Alaska, as the Board of Directors may designate or as the business of the Corporation may require, from time to time.

The registered office of the Corporation required by the Alaska Nonprofit Corporation Act to be maintained in the State of Alaska may be, but need not be, identical with the principal office in the State of Alaska, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is either (a) the record owner of a fee simple title to a Lot, excluding those having such interest merely as security for the performance of an obligation, or (b) a contract purchaser in possession of any Lot, which is subject to regulation and assessment by the Corporation, including all Lots or units within Brookridge Estates Subdivision according to Plat No. 77-98 on file in the office of the Recorder, Palmer Recording District, Third Judicial District, State of Alaska, shall be a member of the Corporation. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

Section 2. Classes of Members and Voting Rights. The Corporation shall have two classes of members with the following voting rights:

Class A: Class A members shall be all owners with 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, however, be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Declarant shall not be a Class A member until the Class B membership of the Declarant ceases and becomes converted to Class A membership as herein provided.

Class B: The Class B member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot Owned. "Declarant", as used in this Section, refers to M.K. MATTHEWS and MARTHA E. MATTHEWS, their heirs and assigns (in whole or in part) if such heirs or assigns should acquire more than one undeveloped Lot from the Declarant. 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 Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1983.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held on the first Monday in the Month of November, in each year, beginning with the year 1977, at the hour of ten o'clock A.M., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Alaska, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be. Failure to hold the annual meeting at the designated time shall not work as a forfeiture or dissolution of the Corporation.

Section 2. Special Meetings. Special meetings of the members, for any purpose or purposes, may be called by the President or by the Board of Directors, and shall be called by the President at the request of not less than one-fourth of all the Class A members of the Corporation entitled to vote at the meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within either the Municipality of Anchorage or the Matanuska-Susitna Borough, State of Alaska, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place within either the Municipality of Anchorage or the Matanuska-Susitna Borough as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Alaska.

Section 4. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at any such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 5. Quorum. Members holding one-tenth of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than one-tenth of the votes of each class of membership are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6. Proxies. At all meetings of members, a member may vote by proxy executed in writing by the member, or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution nor shall it be irrevocable.

Section 7. Manner of Acting. A majority of the votes cast on a matter voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law, by these By-Laws, the Articles of Incorporation, or any Declaration of Covenants, Conditions and Restrictions applicable to the matter being voted upon.

Section 8. Action Without a Meeting. Any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 9. Cumulative Voting. Cumulative voting shall not be permitted.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the Corporation shall be managed by its Board of Directors who shall have the power, among other things, to:

(a) adopt and publish rules and regulations governing the use of the common open spaces and facilities owned by it and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations.

(c) exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or any declaration of covenants, conditions, and restrictions applicable to any lots subject to regulation and assessment by the Corporation; and

(d) employ such independent contractors, agents and employees as they deem necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed;

(c) fix the amount of annual and emergency assessments levied against lots subject to assessment by the Corporation as may be provided for in any covenants, conditions and restrictions applicable to such property; and to foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Corporation;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the common open spaces and facilities of the Corporation to be maintained.

Section 3. Number, Tenure and Qualifications. The number of directors of the Corporation shall be three (3). Each director shall hold office until his successor shall have been elected and qualified. Directors need not be residents of the State of Alaska or members of the Corporation. At the first annual meeting the members shall elect one director for a term of one year and two directors for a term of two years; at each annual meeting thereafter the members shall elect for a term of two years, the requisite number of directors necessary to fill the seats of those directors whose term has expired.

Section 4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law immediately after and at the same place as the annual meeting of members. The Board of Directors may provide, by resolution, the time and place within either the Municipality of Anchorage or the Matanuska-Susitna Borough, State of Alaska, for the holding of additional regular meetings without other notice than such resolution.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place within either the Municipality of Anchorage or the Matanuska-Susitna Borough, State of Alaska as the place for holding any special meeting of the Board of Directors called by them.

Section 6. Notice. Notice of any special meeting shall be written and shall be given: at least three (3) days previously thereto if delivered personally to each director; or at least five (5) days previously thereto if delivered by mail or telegram to each director at his address as shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of directors fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 8. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

Section 10. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and they, their families and guests, may use all of the Corporation facilities, but they shall not receive other compensation for services as a Director. Nothing contained herein shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 11. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE V. CORPORATE OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President and Vice President (both of whom shall be elected from the Board of Directors), a Secretary, and a Treasurer. All officers shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the regular meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. President. The President shall, subject to the control of the Board of Directors, supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties as may be prescribed by the Board of Directors from time to time.

Section 5. The Vice President. In the absence of the President, or in the event of his death or inability to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President; and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. The Secretary. The Secretary shall: (a) attend all meetings of the members and of the Board of Directors and keep the minutes of such meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register showing ownership of each Lot and the address of all members of the Corporation; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies and other depositories as shall be selected in accordance with the provision of Article VII of the By-Laws; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Compensation. By Resolution of the Board of Directors, the officers may be paid their expenses incurred in fulfilling their respective obligations as officers, and they, their families and guests may use all of the Corporation facilities, but they shall not receive other compensation for service as an officer. Nothing contained herein shall be construed to preclude any officer from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE VI. COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, including an architectural control committee, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the

authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the By-Laws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the articles of incorporation, restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the President of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed a chairman by the person or persons authorized to appoint the members thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII. CONTRACTS, LOANS,
CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the President or by any two of the following officers who are different persons: Vice President, Secretary, or Treasurer. The Board of Directors may, by resolution, designate officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, sign such instruments.

Section 3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may by resolution select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII. BOOKS AND RECORDS

As more fully provided in the Declaration, each member is obligated to pay to the Corporation annual, special and emergency assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Open Spaces or abandonment of his Lot.

ARTICLE IX. INDEMNITY

The Corporation may indemnify a Director or officer or former Director or officer of the Corporation, or a person who may have served at its request as a Director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, against expenses actually and reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, in which he is made a party by reason of being or having been such a director or officer, but the indemnification is not exclusive of other rights to which the director or officer is entitled.

ARTICLE X. SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the words "Corporate Seal" and "Brookridge Estates Owners Association".

ARTICLE XI. WAIVER OF NOTICE

Whenever any notice is required to be given to any member(s) or directors of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Alaska Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

SECTION XII. AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors.

APPROVED BY:

M. K. Matthews
M. K. Matthews


Martha E. Matthews
Martha E. Matthews

Gary J. Matthews
Gary J. Matthews

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10th day of August, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared M.K. MATTHEWS, MARTHA E. MATTHEWS and GARY J. MATTHEWS, to me known and known to be the persons named in the foregoing instrument as Declarant, and they acknowledged to me that they had executed the foregoing instrument as their free act and deed for the uses and purposes therein stated.

WITNESS my hand and Notarial Seal on the day and year in this certificate first above written.

CG Siver
NOTARY PUBLIC in and for Alaska
My Commission expires 18 Sept. 1978


77-010796

2900

RECORDED-FILED
PALMER REC.
DISTRICT

SEP 6 9 04 AM '77

REQUESTED BY _____

ADDRESS MATANUSKA - SUSITNA BOROUGH INC
BOX 8
PALMER, ALASKA 99645

FIRST AMENDMENT
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

(pertaining to
BROOKRIDGE ESTATES SUBDIVISION)

This Amendment is made this 20th day of September, 1977, by M. K. MATTHEWS and MARTHA E. MATTHEWS, herein referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as:

BROOKRIDGE ESTATES SUBDIVISION according to Plat No. 77-98 on file in the office of the Recorder, Palmer Recording District, Third Judicial District, State of Alaska (situate in SEC. 15, T 17 N, R 2 W, S. M., ALASKA).

herein called "Brookridge Estates" or "Subject Property"; and

WHEREAS, Declarant has not sold, conveyed or in any way transferred any tract or lot in Brookridge Estates, and accordingly Declarant is the only present member of the Brookridge Estates Owners Association.

WHEREAS, Declarant desiring to subject Brookridge Estates, containing 48 lots and 1 tract, more or less, to certain covenants, conditions and restrictions for the benefit of such property and its present and subsequent owners executed a Declaration of Covenants, Conditions and Restrictions, (pertaining to Brookridge Estates Subdivision), dated August 10, 1977 and recorded September 6, 1977 in Book 147 at Page 770.

WHEREAS, the above described Declaration provides at subsection 4(b) of Article VII that the Declaration during the first twenty-five (25) years from the date of recording may be amended as follows:

"... at any time by a written instrument recorded in the Palmer Recording District, sixty-six and two-thirds (66-2/3rds) of the Lot Owners, by an affirmative vote of two-thirds (2/3rds) of each class of members, may make such further exceptions, amendments, and additions to these covenants, conditions and restrictions as they deem appropriate."

NOW, THEREFORE, Declarant being and representing one hundred percent (100%) of the Lot Owners of all classes, hereby declares that except as hereinafter stated all of the Subject Property described above shall be held, sold and conveyed subject to the following First Amendment to Declaration of Covenants, Conditions, and Restrictions (pertaining to Brookridge Estates Subdivision).

1. AMENDMENT.

Section 5 of Article VII of the Declaration is hereby amended to read in its entirety as follows:

Section 5. Non Applicability of Certain Provisions.

(a) Due to the unique characteristics and the historical value of the "homesteaders cabin" located on Lot Six (6) of Block One (1) of Brookridge Estates, the following provisions of this Declaration shall not apply to such structure until such time as the structure may be destroyed, removed or razed:

<u>Sections</u>	<u>Article</u>
2,3,4&10	V
1,2,5	VI

(b) In order to facilitate the orderly development of Brookridge Estates and to avoid economic waste, the following provision of this Declaration shall not apply to the approximately 20' x 24' structure located on Lot Seven (7) of Block One (1) of Brookridge Estates until October 31, 1978, thereafter such provision shall be fully enforceable as to such structure.

<u>Sections</u>	<u>Article</u>
2,3,4&10	V
1,2,5	VI

2. EFFECTIVE DATE.

This Amendment shall be effective as of August 10, 1977.

IN WITNESS WHEREOF, M. K. MATTHEWS and MARTHA E. MATTHEWS have executed this First Amendment to Delcaration of Covenants, Conditions and Restrictions (pertaining to Brookridge Estates) the day and year first above set forth.

77-011661
9-

DECLARANT:

RECORDED-FILED
PALMER REC.
DISTRICT

M. K. Matthews
M. K. Matthews

SEP 23 9 28 AM '77

REQUESTED BY
ALASKA TITLE GUARANTY
ADDRESS BOX 1048
PALMER, ALASKA 99645

Martha E. Matthews
Martha E. Matthews

STATE OF ALASKA) 29213
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 20th day of September, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared M. K. MATTHEWS and MARTHA E. MATTHEWS, to me known and known to me to be the persons named in the foregoing instrument as Declarant, and they acknowledged to me that they had executed the foregoing instrument as their free act and deed for the uses and purposes therein stated.

WITNESS my hand and Notarial Seal on the day and year in this certificate first above written.

Loretta A. McHenry
NOTARY PUBLIC in and for Alaska
My Commission expires: 6-30-70



Return to:
Ray Plummer
1009 West 3rd Avenue
Anchorage, Ak 99501