

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by GENERAL HAWAIIAN DEVELOPMENT CORPORATION, a Hawaii corporation, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property referred to as Memory Lake Estates, situated in Matanuska-Susitna Borough, State of Alaska and more particularly described in Exhibit A attached hereto and hereby made a part of this declaration;

NOW THEREFORE, Declarant hereby declares that all land described as a portion of the property in Exhibit A know as Unit I of Memory Lake Estates as approved by the Planning Commission of Matanuska-Susitna Borough on June 12, 1972, and recorded in the Palmer Recording District shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the Memory Lake Estates Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in this declaration, all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the land. These limitations, restrictions, covenants and conditions shall run with the land and shall be binding upon all persons having or who acquire any title, right or interest in and to the land, and shall inure to the benefit of the Declarant, the Association and each person who becomes an owner of the land.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Memory Lake Estates Community Association, its successors and assigns.

Section 2. "Leasehold interest" shall mean and refer to any interest in a lease for a term of more than ten (10) years.

Section 3. "Owner" shall mean and refer to the record owner, or purchasers under a land purchase contract, whether one or more persons or entities, of a fee simple title or to

leasehold interest in any lot in the Memory Lake Estates subdivision, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to all that certain property described herein on page 1, together with such other land as may be annexed.

Section 5. "Common Area" shall mean and refer to those areas of land described in Exhibit "B", attached hereto, as Greenbelt Tract 1-A, 1-B, 1-C, and to additional land hereafter annexed and designated as common area.

Section 6. "Lot" shall mean one of the numbered parcels on the recorded plat of the property, and any lot hereafter annexed.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and facilities 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 assessments and other fees for the preservation, operation, maintenance and care of the Common Area.

(b) the right of the Association to suspend the voting rights and the rights to use of the Common Area and facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area of which it becomes record owner, 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 (2/3) in voting interest of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his guests or contract purchasers who reside on the property.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is described in Page 1, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this declaration in the following manner:

(a) Addition of Adjoining Properties. The Declarant shall have the right, pursuant to the following provisions of this Article III, to bring within the scheme of this declaration and develop additional properties in future stages of the development without the assent of Class A members, provided that such additions shall be within the land adjoining or within reasonably close proximity to the existing properties.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this declaration to such property and the owners thereof. Upon the annexation becoming effective, the land covered by such annexation shall become a part of Memory Lake Estates.

Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this declaration within the existing property; provided that, lots within the properties (as are subject to this declaration or any supplementary declaration) shall have a right and easement of enjoyment in and to the common properties (as are subject to this declaration or any supplementary declaration).

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any lot.

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 lot.

Class B. The Class B members 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, 1980.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Transfer of Title by Declarant. The Declarant hereby covenants to transfer, sell and convey all its right, title and interest in and to the Common Areas to the Association no later than the time when Declarant's Class B membership ceases pursuant to Article IV, Section 2 above. Such transfer shall be without charge to the Association and is to be treated as a contribution to capital of the Association in lieu of the payment of dues and assessments.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each purchaser of a lot from Declarant by acceptance of a land purchase contract or a deed therefor, whether or not it shall be so expressed in such contract or deed, is deemed to covenant and agree to pay to 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 lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the purchaser who was the Owner of such lot at the time when the assessment fell due. The personal obligation for

delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

The proceeds received from said charges or assessments shall be applied to the payment of any, or all of the following:

(a) Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and assessments contained in this declaration and the collection of charges or assessments provided for in this declaration.

(b) Real and personal property taxes and assessments levied by any branch of government or the Association on the Common Area.

(c) Subject to the By-Laws of the Memory Lake Estates Community Association, the following:

(1) to acquire, build, operate and maintain parks, lakes, dams, recreation areas, skating rinks, playgrounds, swimming pools, golf course, community halls, club houses and any buildings, structures and personal property incident thereto; and to provide community electrical and telephone facilities;

(2) to provide community police and fire protection;

(3) to provide garbage and trash collection;

(4) to provide road maintenance; and

(5) any other purpose voted by the Association.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to a Class A member, the maximum annual assessment shall be Sixty dollars (60) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to a Class A member 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 a Class A member, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a

meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days or more than 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 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all the lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the execution of the purchase contract as to each lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. 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. 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 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) 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 the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust beneficiary on said property if such is recorded of a prior date. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments 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 VI
RESTRICTIVE COVENANTS

All lots within Memory Lake Estates, except as otherwise specifically provided, shall be subject to the following limitations and restrictions:

(a) No building, fence, wall or other structure may be constructed, erected or maintained on any lot or area, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications therefore showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

(b) Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

(c) No building shall be located on any lot nearer than 20 feet to the street lot line, nearer than 30 feet to the rear lot line or nearer than 10 feet to side lot lines unless approved by the Committee.

(d) No building or structure shall be more than 25 feet in height as measured

from the highest natural grade at any point on the perimeter of the foundation of the structure to the highest point of the roof.

The height restrictions may, however, be increased or decreased by the Board or Committee in the event Board or Committee determines that such restrictions work an undue hardship; or would permit erection of a structure which, in the sole judgment of the Board or Committee, is desirable or undesirable.

(e) The Owner of each structure constructed on the lots shall maintain the structure in good repair at all times and shall cause all external surfaces that are stained or painted to be restained or repainted at sufficient intervals as to prevent the structure from detracting from the beauty of Memory Lake Estates.

(f) No land within Memory Lake Estates shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste except in those areas specifically designated or set aside by Declarant for such purpose. All equipment for the storage or disposal for such material shall be kept in a clean and sanitary condition and container storage facilities not enclosed shall be constructed below ground level so as to allow for full recession of container with the ground.

(g) No temporary buildings, structures, outhouses, sheds, tents or trailers of any kind shall be erected, altered, placed or permitted to remain on any land in Memory Lake Estate, except as expressly provided herein or with the express written permission of the Board or Committee. Temporary structures or trailers may be erected or placed on any land during a reasonable period of construction for use as a construction office and supply shelter, but in no event as a residence. The temporary construction structures or trailers shall remain upon the land only during the period of construction of permanent improvements thereon and must be removed within thirty (30) days after completion of such construction. Any surplus material from construction must be removed within that 30 days.

(h) No noxious or offensive activity shall be carried on upon any land in Memory Lake Estates, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(i) No signs, placards, or notices shall be erected, placed, maintained or permitted to remain on any part of any land in Memory Lake Estates, except such commercial signs as have been approved by the Board or Committee for identification of residences, streets or

areas, places of business, or other commercial uses.

(j) No animals, livestock or poultry of any kind shall be raised, bred or kept on any land in the subdivision except by special permit issued by the Board of Directors. However, a reasonable number of dogs, cats or other common household pets may be kept without the necessity of obtaining such permit.

ARTICLE VII COMMON AREAS

Title in the Common Areas shall remain vested in General Hawaiian Development Corporation until such time as it shall transfer title to the Association pursuant to Article V, Section 1 above.

ARTICLE VIII GENERAL PROVISIONS

Section 1. 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. Failure by the Association or by any owner to enforce any covenant or restriction 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Taxes. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas.

Section 4. Amendment. In addition to the rights reserved to the Declarant to modify or supplement the Memory Lake Estates Restrictions with respect to land annexed to Memory Lake Estates, the Memory Lake Estates Restrictions may, at any time, be amended or repealed and be therefore binding upon all members including those voting against such amendment or repeal upon the happening of all the following events:

(a) The vote of Owners having not less than three-fourths (3/4ths) in voting interest of the members then within Memory Lake Estates approving the proposed amendment or

amendments or the repeal of Memory Lake Estates Restrictions at a meeting of the Association duly held. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the Memory Lake Estates Restrictions, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be; and

(b) the recordation of a certificate of the Secretary or an Assistant Secretary of the Association setting forth in full the amendment or amendments to the Memory Lake Estates Restrictions so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by vote of the Owners pursuant to Section 4(a) of this Article VIII.

Section 5. The common Area as defined in Article I and such portions of Memory Lake Estates as may be conveyed or dedicated to and accepted by a public utility, State of Alaska, the Borough of Matanuska-Susitna shall be exempt from assessments.

Section 6. All the limitations, restrictions, covenants and conditions of Memory Lake Estates Restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a 55 year period commencing August 5, 1972, and ending August 4, 2027, at which time the same shall be automatically extended for successive periods of 5 years, unless the record Owners of lots then within Memory Lake Estates having not less than three-fourths (3/4ths) of the total votes record an instrument terminating the Memory Lake Estates Restrictions within one (1) year prior to the commencement of any such period. Any such termination shall take effect upon expiration of the period during which it is given.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of August, 1972.

GENERAL HAWAIIAN DEVELOPMENT CORP.
Signatures on recorded document.

EXHIBIT A

PARCEL NO. 1: Government Lot 1 of Section 23, Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 2: The North one-half of the Southeast one-quarter (N1/2 SE1/4) and the East one-half of the Southwest one-quarter (E1/2 SW1/4) of Section 23, Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 3: The Southeast one-quarter of the Southeast one-quarter (SE1/4 SE1/4) of Section 23, and the Southeast one-quarter of the Northeast one-quarter (SE1/4 NE1/4) and North one-half of the Northeast one-quarter (N1/2 NE1/4) of Section 26, in Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 4: The Northwest one-quarter of the Southwest one-quarter (NW1/4 SW1/4) of Section 25, and the Northeast one-quarter of Southwest one-quarter (NE1/4 SW1/4) and North one-half of Southeast one-quarter (N1/2 SE1/4) of Section 26, in Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 5: Government Lot 1; The South one-half of Northwest one-quarter (S1/2 NW1/4) and the Southwest one-quarter of the Northeast one-quarter (SW1/4 NE1/4) of Section 26, Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 6: The South one-half of the South one-half (S1/2 S1/2) of Section 26, Township 18 North, Range 1 West, Seward Meridian, Palmer Recording District, EXCEPT that portion described as follows:

Beginning at the Southeast corner of Section 26; thence North 1280 feet more or less to the South boundary of Wasilla-Fishhook Road; thence East along said South line 1180 feet more or less to the point of beginning.

PARCEL NO. 7: The Northwest one-quarter of the Southwest one-quarter (NW1/4 SW1/4) of Section 26; and the Northeast one-quarter of the Southeast one-quarter (NE1/4 SE1/4); and the South one-half of Southeast one-quarter (S1/2 SE1/4) of Section 27, Township 18 North, Range 1 West, Seward Meridian.

EXCEPTING and RESERVING unto Granter, one-half (1/2) of all the oil, gas and associated minerals contained therein, together with rights of ingress and egress for development and extraction of the same.

EXCEPTING and RESERVING the life estate interest in and to a portion of Parcel 5, dated September 8, 1964, and executed by Home Health and Educational Association, Grantor, to Gladys Verna Priddy, formerly Gladys Verna Collins, Grantee, and recorded September 10, 1964, in Book 54 at page 139 in the Palmer Recording District.

NOTICE OF ADDITION OF TERRITORY

THIS NOTICE OF ADDITION OF TERRITORY is made this 24th day of April 1973, by GENERAL HAWAIIAN DEVELOPMENT CORPORATION, a Hawaii corporation (hereafter called "Declarant").

RECITALS:

A. Declarant is the owner of certain real property in Matanuska-Susitna Borough, State of Alaska, referred to as Memory Lake Estates, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

B. Declarant has recorded in the real property records of the Palmer Recording District a Declaration of Covenants, Conditions and Restrictions ("Declaration") designating the property subject thereto as a planned development community known and referred therein as "Memory Lake Estates."

C. Declarant intends to develop additional property more particularly described in Exhibit "B" (hereinafter referred to as "additional property").

WITNESSETH:

NOW THEREFORE, Declarant hereby declares and agrees that:

A. The Declaration is hereby established upon the additional property in furtherance of the general purpose of enhancing and protecting the value, desirability and attractiveness of the land, and is further declared to be for the benefit of Memory Lake Estates and every part thereof, and for the benefit of each owner.

B. The additional property described in Exhibit "B" is made subject to the Declaration. The additional property shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to the Declaration.

THIS NOTICE is executed on the day and year first above written.

GENERAL HAWAIIAN DEVELOPMENT CORP.
Signatures on recorded document.

(CORPORATE SEAL)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 24th day of April, 1973, before me appeared Joseph Satamura and John W. Reilly, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of GENERAL HAWAIIAN DEVELOPMENT CORPORATION, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Joseph Satamura and John W. Reilly acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Helen Jackson
Notary Public, First Judicial Circuit,
State of Hawaii

My Commission Expires: 4/23/76

(Notary seal on recorded document.)

EXHIBIT A

PARCEL NO. 1: Government Lot 1 of Section 23, Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 2: The North one-half of the Southeast one-quarter (N1/2 SE1/4) and the East one-half of the Southwest one-quarter (E1/2 SW1/4) of Section 23, Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 3: The Southeast one-quarter of the Southeast one-quarter (SE1/4 SE1/4) of Section 23, and the Southeast one-quarter of the Northeast one-quarter (SE1/4 NE1/4) and North one-half of the Northeast one-quarter (N1/2 NE1/4) of Section 26, in Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 4: The Northwest one-quarter of the Southwest one-quarter (NW1/4 SW1/4) of Section 25, and the Northeast one-quarter of Southwest one-quarter (NE1/4 SW1/4) and North one-half of Southeast one-quarter (N1/2 SE1/4) of Section 26, in Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 5: Government Lot 1; The South one-half of Northwest one-quarter (S1/2 NW1/4) and the Southwest one-quarter of the Northeast one-quarter (SW1/4 NE1/4) of Section 26, Township 18 North, Range 1 West, Seward Meridian.

PARCEL NO. 6: The South one-half of the South one-half (S1/2 S1/2) of Section 26, Township 18 North, Range 1 West, Seward Meridian, Palmer Recording District, EXCEPT that portion described as follows:

Beginning at the Southeast corner of Section 26; thence North 1280 feet more or less to the South boundary of Wasilla-Fishhook Road; thence East along said South line 1180 feet more or less to the point of beginning.

PARCEL NO. 7: The Northwest one-quarter of the Southwest one-quarter (NW1/4 SW1/4) of Section 26; and the Northeast one-quarter of the Southeast one-quarter (NE1/4 SE1/4); and the South one-half of Southeast one-quarter (S1/2 SE1/4) of Section 27, Township 18 North, Range 1 West, Seward Meridian.

EXCEPTING and RESERVING unto Granter, one-half (1/2) of all the oil, gas and associated minerals contained therein, together with rights of ingress and egress for development and extraction of the same.

EXCEPTING and RESERVING the life estate interest in and to a portion of Parcel 5, dated September 8, 1964, and executed by Home Health and Educational Association, Grantor, to Gladys Verna Priddy, formerly Gladys Verna Collins, Grantee, and recorded September 10, 1964, in Book 54 at page 139 in the Palmer Recording District.

EXHIBIT B

DESCRIPTION:

PARCEL NO. 1: Section 26, Township 18 North, Range 1 West, Seward Meridian, in the Palmer Recording District, Third District, State of Alaska,

EXCEPT MEMORY LAKE ESTATES UNIT #1, according to Plat 72-58;

ALSO EXCEPT Government Lot 2;

ALSO EXCEPT beginning at the Southeast corner of Section 26; thence North 1280 feet more or less to the South boundary of Wasilla-Fishhook Road; thence Southwesterly along said boundary 1980 feet more or less to a point on the South line of Section 26; thence East along said South line 1180 feet more or less to the point of beginning.

PARCEL NO. 2: All of Blocks 1 through 15 and Tracts 1-A, 1-B and 1-C of MEMORY LAKE ESTATES UNIT #1, according to Plat 72-58, in the Palmer Recording District, Third District, State of Alaska.

PARCEL NO. 3: Tracts A, B and C of MEMORY LAKE COMMERCIAL SUBDIVISION, according to Plat 72-79, in the Palmer Recording District, Third District, State of Alaska.

PARCEL NO. 4: Government Lot 1; the East one-half of the Southwest one-quarter (E1/2 SW1/4); the North one-half of the Southeast one-quarter and the Northeast one-quarter of the Southeast one-quarter (N1/2 SE1/4 & NE1/4 SE1/4) of Section 23; and the East one-half of the Southeast one-quarter and the Southwest one-quarter of the Southeast one-quarter (E1/2 SE1/4 & SW1/4 SE1/4) of Section 27, Township 18 North, Range 1 West, Seward Meridian, in the Palmer Recording District, Third District, State of Alaska.

PARCEL NO. 5: Government Lots 1, 2 of the Southwest one-quarter of the Northeast one-quarter and the Northwest one-quarter of the Southeast one-quarter (SW1/4 NE1/4 & NW1/4 SE1/4) of Section 27, Township 18 North, Range 1 West, Seward Meridian, in the Palmer Recording District, Third District, State of Alaska.

PARCEL NO. 6: The Southwest one-quarter of Section 27, Township 18 North, Range 1 West, Seward Meridian, in the Palmer Recording District, Third District, State of Alaska.

PARCEL NO. 7: That portion of Section 27, Township 18 North, Range 1 West, Seward Meridian, in the Palmer Recording District, Third District, State of Alaska, as follows:

Commencing at the 1/4 corner common to Section 22 and 27, the true point of beginning; thence S89°55'54"W along the section line common to the two aforementioned sections a distance of 1397.56 feet to a point on the centerline of Schrock Road; thence Southeasterly along a centerline curve having a radius of 300.00 feet concave to the left through a central angle of 20°08'12", a length of 105.44 feet to a point of tangent; thence continuing along said centerline S53°12'00"E a distance of 250.00 feet to a centerline tangent curve having a radius of 400.00 feet; thence Southeasterly along said curve concave to the right through a central

angle of $55^{\circ}07'00''$, a length of 384.79 feet to a point of tangent; thence continuing along said centerline $S01^{\circ}55'00''W$ a distance of 902.12 feet to a tangent centerline curve having a radius of 200.00 feet; thence along said curve concave to the left through a central angle of $36^{\circ}29'30''$, a length of 127.38 feet to a point of tangent; thence continuing along said centerline $S34^{\circ}34'30''E$ a distance of 705.50 feet to a tangent centerline curve having a radius of 200.00 feet; thence along said curve concave to the left through a central angle $28^{\circ}29'30''$, a length of 99.46 feet to a point; thence leaving the centerline of Schrock Road $S26^{\circ}56'60''W$ a distance of 27.56 feet; thence $S00^{\circ}01'52''E$ a distance of 388.76 feet to a point on the East-West center of Section 27 line; thence $S89^{\circ}58'12''E$ along said centerline of Section ___ a distance of 499.71 feet to the center one-quarter corner of Section 27; thence $N00^{\circ}01'52''W$ along the North-South center of Section 27 line a distance of 402.62 feet to a point of intersection with the centerline of Schrock Road; thence continuing $N00^{\circ}01'52''W$ along the North-South centerline of Section 27 a distance of 2240.13 feet to the one-quarter corner common to Section 22 and 27, the Point of Beginning.

PARCEL NO. 8: The Northwest one-quarter of Section 27, Township 18 North, Range 1 West, Seward Meridian, in the Palmer Recording District, Third District, State of Alaska.

EXCEPT that portion contained in PARCEL NO. 7 above.

RECORDED MAY 9, 1973

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS

This Supplementary Declaration of Covenants, Conditions and Restrictions,
made this 11th day of August, 1981, by the Declarant, HALA CORPORATION, INC.,

WITNESSETH:

WHEREAS, a certain Declaration of Covenants, Conditions, and Restrictions
was recorded on August 24, 1972, in Book 64 at Page 640 in the Palmer Recording District
and a Notice of Additions of Territory was recorded on May 9, 1973, in Book 71 at Page 778
in the Palmer Recording District, and

WHEREAS, RALPH S. AOKI, Trustee of GENERAL HAWAIIAN
DEVELOPMENT CORPORATION, conveyed the property subject to the Declarations to
HALA CORPORATION on May 21, 1981, which deed was recorded on May 27, 1981, in
Book 234, Page 584,

WHEREAS, the Declarant, pursuant to its authority as stated in Article III,
Section 2(a) of the Declaration, wishes to supplement said Declaration and Notice of
Annexation by making complimentary additions and modifications of the covenants and
restrictions for the covenants and restrictions relating to the properties annexed by the Notice
of Addition of Territory referred to above,

NOW, THEREFORE, the Declarant hereby declares that all the annexed
properties, known as Scotwood Estates, shall be held, sold and conveyed subject to the
following restrictions, covenants and conditions, which are for the purpose of protecting the
value of and desirability of and which shall run with, the real property and be binding on all
parties having any right, title or interest in the annexed property, or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each owner thereof and to the
Memory Lake Estates Community Association.

1. Article II, Section 1(c) shall be amended to add the following:

Easements for installations and maintenance of utilities are reserved
as shown on the recorded plat.

2. Article VI shall be amended as follows:

Provision "(a)" to be added as Paragraph 2:

No fence or wall shall be erected or placed on any lot of Scotwood
Estates which will in any way restrict any adjacent lot owner's view of
the surrounding mountains and environs.

Provision "(d)" to be added as Paragraph 3:

Notwithstanding the above, a residence shall be no more than three (3) stories tall and shall contain a minimum of 850 square feet of living space. All residences built shall be of good quality, workmanship and materials. No residence shall have as its sole permanent exterior protective tar paper, roofing paper, celotex, nuwood or other similar non-permanent materials.

Provision "(j)" to be added as Paragraph 3:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any land in the subdivision for commercial purposes except by special permit issued by the Board of Directors. However, a maximum of two (2) adult dogs, cats or other household pets may be kept on any lot. A maximum of one (1) horse may be kept on any lot provided that the horse not be stabled closer than 25 feet of any lot line. No vicious dog, as defined in the Mat-Su Borough Ordinances, shall be permitted and all dogs shall be confined to its owner's property or, while off said property, on a leash being held by a person capable of controlling the animal.

Provision "(k)"

All lots of Scotwood Estates shall be used for single family residential and recreational purposes only. Any resubdivisions of lots must meet all existing subdivision requirements of the Matanuska-Susitna Borough and those imposed by these Declarations and Plats.

Provision "(l)"

No vehicle which is not in operable condition shall be parked or left on the property subject to this Declaration.

Provision "(m)"

To maintain the setting and aesthetic value of Scotwood Estates no standing timber shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings, garden area, for removal of hazardous or dangerous trees, or for the clearing of access roadways on any lot.

This amendment and supplement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors executors, administrators, and assigns.

DATED this 18th day of August, 1981.

HALA CORPORATION, an Alaska corporation
By Ralph S. Aoki
Its President
(Signature on recorded document.)

STATE OF HAWAII)
CITY & COUNTY OF HONOLULU) ss.:

THIS IS TO CERTIFY that on this 18th day of August, 1981, before me the undersigned Notary Public, personally appeared Ralph S. Aoki, of HALA CORPORATION, an Alaskan corporation, the corporation described herein; and acknowledged that he signed the said instrument on behalf of said corporation by authority of its bylaws or its Board of Directors, as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Notary signature and seal on recorded document.)

RECORDED AUGUST 18, 1981

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

This Supplementary Declaration of Covenants, Conditions and Restrictions,
made this 24th day of September, 1984, by the Declarant, HALA CORPORATION, INC.

WITNESSETH:

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions
was recorded on August 24, 1972, in Book 64 at Page 640 in the Palmer Recording District
and a Notice of Additions of Territory was recorded on May 9, 1973, in Book 71 at Page 778
in the Palmer Recording District, and

WHEREAS, RALPH S. AOKI, Trustee of GENERAL HAWAIIAN
DEVELOPMENT CORPORATION, conveyed the property subject to the Declarations to
HALA CORPORATION on March 30, 1983, which deed was recorded on April 5, 1983, in
Book 297 at Page 865.

WHEREAS, the Declarant, pursuant to is authority as stated in Article III,
Section 2(a) of the Declaration, wishes to supplement said Declarations and Notice of
Annexation by making complimentary additions and modifications of the covenants and
restrictions for the covenants and restrictions relating to the properties annexed by the Notice
of Addition of Territory referred to above.

NOW, THEREFORE, the Declarant hereby declares that all the annexed
properties, known as Devon Wood, Division One, shall be held, sold and conveyed subject to
the following restrictions, covenants and conditions, which are for the purpose of protecting
the value of and desirability of and which shall run with the real property and be binding on all
parties having any right, title or interest in the annexed property, or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each owner thereof and to the
Memory Lake Estates Community Association.

- 1) Article II, Section 1(c), shall be amended to add the following:

Easements for installations and maintenance of utilities are reserved
as shown on the recorded plat.

- 2) Article VI shall be amended as follows:

Provision "(a)" to be added as Paragraph 2:

No fence or wall shall be erected or placed on any lot of Devon Wood,

Division One, which will in any way restrict any adjacent lot owner's view of the surrounding mountains and environs.

Provision “(d)” to be added as Paragraph 3:

Notwithstanding the above, a residence shall be no more than three (3) stories tall and shall contain a minimum of 720 square feet of living space on the main level of the dwelling. All residences built shall be of good quality workmanship and materials. No residence shall have as its sole permanent exterior: protective tar paper, roofing paper, celotex, nuwood or other similar non-permanent materials.

Provision “(j)” to be amended to read as follows:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any land in the subdivision for commercial purposes except by special permit issued by the Board of Directors. However, a maximum of two (2) adult dogs and two (2) adult cats, or other conventional household pets may be kept on any lot. Such pets are to be properly kept, and restrained so as to prevent their becoming a nuisance. A maximum of one (1) adult horse may be kept on any lot provided that the following requirement is met: A protective shelter (lean-to, barn, etc.) consisting of at least three sides and a roof and of comparable quality of construction and appearance as the main dwelling, shall be provided BEFORE said horse is brought upon the land to live. Any such shelter and any corral or enclosure also provided must be a minimum of twenty-five feet from any lot line. Stallions over 12 months of age, as well as the breeding of horses within the subdivision, are specifically prohibited. No vicious dogs, as defined in the Matanuska-Susitna Borough Ordinances, shall be permitted and all dogs shall be kept confined to the owner's premises or, while off said property, shall be restrained on a leash held by a person capable of controlling the animal.

Provision “(k)” to be added:

All the lots of Devon Wood, Division One, shall be used for single family residential use only, except the following lots:

Lots 1-5, Block 1 and Lot 5, Block 3 may be used for single or multi family or commercial.

Lots 1-4, Block 3, and Lots 1-9, Block 4, and Lots 1-3, Block 7, may be used for single or multi family.

Any resubdivision of lots must meet all existing subdivision requirements of the Matanuska-Susitna Borough and those imposed by these Declarations and Plats.

Provision “(m)”

To maintain the setting and aesthetic value of Devon Wood, Division One, no standing timber shall be cut except that which is necessary and reasonable for clearing for dwelling or other buildings, garden area, removal of hazardous or dangerous trees, or for clearing of access roadways on any lot. A buffer of trees and shrubs is suggested along side and rear lot lines to enhance privacy and maintain the natural wooded setting.

THIS amendment and supplement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors, executors, administrators, and assigns.

DATED this 24th day of September, 1984.

HALA CORPORATION, an Alaskan corporation
By: Ralph S. Aoki
Its: President
(Signature on recorded document.)

STATE OF HAWAII)
) ss:
CITY & COUNTY OF HONOLULU)

THIS IS TO CERTIFY that on this 24th day of September, 1984, before me the undersigned Notary Public, personally appeared Ralph S. Aoki, of HALA CORPORATION, an Alaskan corporation, the corporation described herein; and acknowledged that he signed the said instrument on behalf of said corporation by authority of its bylaws or its Board of Directors, as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal:

(Notary signature and seal on recorded document.)

RECORDED OCTOBER 23, 1984

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

This Supplementary Declaration of Covenants, Conditions and Restrictions, made this 6th day of May, 1985, by the Declarant, RALPH S. AOKI, Trustee of GENERAL HAWAIIAN DEVELOPMENT CORPORATION.

WITNESSETH:

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions was recorded on August 24, 1972, in Book 64 at Page 640 in the Palmer Recording District and a Notice of Additions of Territory was recorded on May 9, 1973, in Book 71 at Page 778 in the Palmer Recording District, and

WHEREAS, the Declarant, pursuant to its authority as stated in Article III, Section 2(a) of the Declaration, wishes to supplement said Declarations and Notice of Annexation by making complimentary additions and modifications of the covenants and restrictions for the covenants and restrictions relating to the properties annexed by the Notice of Addition of Territory referred to above.

NOW, THEREFORE, the Declarant hereby declares that all the annexed properties, known as "a subdivision of Tract C - Memory Lake Commercial Subdivision," shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value of and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the annexed property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and to the Memory Lake Estates Community Association.

- 1) Article II, Section 1(c), shall be amended to all the following:

Easements for installations and maintenance of utilities are reserved as shown on the recorded plat.

- 2) Article VI shall be amended as follows:

Provision "(a)" to be added as Paragraph 2:

No fence or wall shall be erected or placed on any lot of "a subdivision of Tract C - Memory Lake Commercial Subdivision," which will in any way restrict any adjacent lot owner's view of the surrounding mountains and environs.

Provision “(d)” to be added as Paragraph 3:

Notwithstanding the above, a residence shall be no more than three (3) stories tall and shall contain a minimum of 720 square feet of living space on the main level of the dwelling. All structures built shall be of good quality workmanship and materials. No structure shall have as its sole permanent exterior: protective tar paper, roofing paper, celotex, nuwood or other similar non-permanent materials.

Provision “(j)” to be amended to read as follows:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any land in the subdivision for commercial purposes except by special permit issued by the Board of Directors. However, a maximum of two (2) adult dogs and two (2) adult cats, or other conventional household pets may be kept on any lot. Such pets are to be properly kept, and restrained so as to prevent their becoming a nuisance. A maximum of one (1) adult horse may be kept on any lot provided that the following requirement is met: A protective shelter (lean-to, barn, etc.) consisting of at least three sides and a roof and of comparable quality of construction and appearance as the main dwelling, shall be provided BEFORE said horse is brought upon the land to live. Any such shelter and any corral or enclosure also provided must be a minimum of twenty-five feet from any lot line. Stallions over 12 months of age, as well as the breeding of horses within the subdivision, are specifically prohibited. No vicious dogs, as defined in the Matanuska-Susitna Borough Ordinances, shall be permitted and all dogs shall be kept confined to the owner's premises or, while off said property, shall be restrained on a leash held by a person capable of controlling the animal.

Provision “(k)” to be added:

(k-1) All the lots of “a subdivision of Tract C - Memory Lake Commercial Subdivision,” shall be used for single family residential use only, except the following lots:

Lots 3 & 4, Block 2, and Lots 6 & 7, Block 1, may be used for duplex or single family dwellings.

Lots 2 & 3, Block 1, may be used for four-plex, tri-plex, duplex or single family dwellings.

Lots 1, 4 & 5, Block 1, and Lots 1 & 2, block 2, may be used for commercial or four-plex or less residential.

Lot 13, Block 2, may operate an in-home small business, of a non-retail nature. The main usage of this lot is to remain that of a single-family residence.

(k-2) Lots 2, 3 & 7 of Block 1 may be used for a church and/or school, and any appurtenant structures, if and only if this usage is in conjunction with Lot 4, Block 1, designated a commercial use lot,

with main access to be restricted to Lot 4, so that any resulting traffic flow is off of Sund Court and does not affect the rest of the subdivision. Unless used as outlined above, in conjunction with Lot 4, then use of Lots 2, 3 & 7, Block 1 shall be only as otherwise given in (k-1) above.

Any resubdivision of lots must meet all existing subdivision requirements of the Matanuska-Susitna Borough and those imposed by these Declarations and Plats.

Provision "(l)"

No vehicle which is inoperable and/or unregistered shall be parked or stored upon any lot or property subject to these Declarations, for any period of time exceeding sixty (60) days. Snowmachines, three-wheelers, and any other similar vehicles are specifically prohibited from operations within this subdivision unless being operated on the public roadways by an operator who is licensed by and acting in accordance with the laws of the State of Alaska.

Provision "(m)"

To maintain the setting and aesthetic value of "a subdivision of Tract C - Memory Lake Commercial Subdivision," no standing timber shall be cut except that which is necessary and reasonable for clearing for dwelling or other buildings, garden area, removal of hazardous or dangerous trees, or for clearing of access roadways on any lot. A buffer of trees and shrubs is suggested along side and rear lot lines to enhance privacy and maintain the natural wooded setting.

THIS amendment and supplement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors, executors, administrators, and assigns.

DATED this 6th day of May, 1985.

GENERAL HAWAIIAN DEVELOPMENT CORPORATION

By: Ralph S. Aoki, Trustee
(Signature on recorded document.)

STATE OF HAWAII)
) ss:
CITY & COUNTY OF HONOLULU)

THIS IS TO CERTIFY that on this 6th day of May, 1985, before me the undersigned Notary Public, personally appeared Ralph S. Aoki, Trustee of GENERAL HAWAIIAN DEVELOPMENT CORPORATION, the corporation described herein; and acknowledged that he signed the said instrument on behalf of said corporation by authority of its bylaws or its Board of Directors, as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal:

(Notary signature and seal on recorded document.)

RECORDED MAY 10, 1985.

CLARIFICATION OF COVENANTS FOR MEMORY LAKE ESTATES
ARCHITECTURAL CONTROL COMMITTEE

On February 12, 1985 the Trustee for General Hawaiian Development Corporation signed a statement regarding the clarification and status of the Architectural Control Committee for Memory Lake Estates Covenants recorded August 24th, 1972 in Book 64 at Page 640. This clarification affects the following property:

All of Memory Lake Estates Unit I, according to Plat #72-58
All of Memory Lake Estates Unit II, according to Plat #73-44
All of Devonwood Division I, according to Plat #84-232
All of Devonwood Division II, according to Plat #85-57
All of Devonwood Division III, according to Plat #85-190
All of Scotwood Estates #1, according to Plat #81-101
All of Scotwood Estates #2, according to Plat #81-191
All of Scotwood Estates #3, according to Plat #83-82
All of Scotwood Estates #4, according to Plat #83-51
All of Scotwood Estates #5, according to Plat #83-110
Located in the Palmer Recording District, Third Judicial District,
State of Alaska.

For the purpose of placing this clarification of record, please see the attached Exhibit "A".

Steven Orr, Homeowner (Signature on recorded document.)

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

On December 9, 1999, before me, a Notary Public in and for the State of Alaska, personally appeared Steven Orr, known to me to be the individual who executed the foregoing instrument and he acknowledged to me that he signed the same freely and voluntarily for the purposes therein stated.

Witness my hand and official seal this 9th day of December, 1999.

(Notary signature and seal on recorded document.)

EXHIBIT "A"

February 12, 1985

To Whom It May Concern:

RE: Memory Lake Estates Covenants
Architectural Control Committee

It has been brought to our attention that there have been some concerns regarding the section of the Covenants in regard to an Architectural Control Committee. For the purposes of clarification, this committee has not, to date, been formed and made active. Any homes built or begun before such committee becomes active, will not be retroactively subject to any rulings by such committee. Upon formation of such committee, notice will be sent to all lot owners in Memory Lake Estates along with information on who to contact for review of plans for new construction. At this time, there are no plans to activate this committee.

Sincerely yours,

GENERAL HAWAIIAN DEVELOPMENT
CORPORATION

(Signature on recorded document.)

RALPH S. AOKI
Trustee

RSA/gs

RECORDED DECEMBER 10, 1999.

FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MEMORY LAKE ESTATES (AS PREVIOUSLY AMENDED)

The Declaration of Covenants, Conditions and Restrictions of Memory Lake Estates ("Original Declarations") was recorded in the Palmer Recording District, Third Judicial District, State of Alaska on August 24, 1972 at Book 64, Page 640. The Original Declarations have been subsequently modified by the following:

(1) Notice of Addition of Territory (recorded May 9, 1973 in book 71 at page 778) ("First Amendment"); and

(2) Supplementary Declaration of Covenants, Conditions and Restrictions to the Declaration of Covenants, Conditions and Restrictions (recorded August 18, 1981 in Book 241 at Page 460) ("Second Amendment"); and

(3) Supplementary Declaration of Covenants, Conditions and Restrictions to the Declaration of Covenants, Conditions and Restrictions (recorded October 23, 1984 in Book 385 at Page 668) ("Third Amendment").

The purpose of this Fourth Supplemental Declaration of Covenants, Conditions and Restrictions is to further modify the Original Declarations as amended by the First, Second and Third Amendments as follows:

Section 1

The Memory Lake Estates Community Association shall be dissolved and liquidated. It shall be replaced by the following non-profit corporations, which shall be formed by the existing Directors of the Memory Lake Estates Community Association:

a) Memory Lake Estates I Owners' Association, which shall replace the Memory Lake Estates Community Association with respect to the property described in Paragraph 1 of Attachment "A".

b) Memory Lake Estates II Owners' Association, which shall replace Memory Lake Estates Community Association with respect to the property described in Paragraph 2 of Attachment "A".

c) Scotwood Owners' Associations, which shall replace the Memory Lake Estates Community Association with respect to the property described in Paragraph 3 of Attachment "A".

d) Devon Wood Owners' Association, which shall replace the Memory

Lake Estates Community Association with respect to the property described in Paragraph 4 of Attachment "A".

e) Lochness Owners' Association, which shall replace Memory Lake Estates Community Association with respect to the property described in Paragraph 5 of Attachment "A".

Section 2

The Lake Pointe Homeowners' Association shall replace the Memory Lake Estates Community Association with respect to the property described in Paragraph 6 of Attachment "A".

Section 3

The Common Areas now owned by the Memory Lake Estates Community Association shall be conveyed to whichever of the above-named entities that elect to accept ownership and legal responsibility for those Common Areas. If two or more so elect, then they shall share title as tenants in common and each such entity shall have an equal share and voice regarding the ownership and management of the Common Areas. If none of the above entities elect to assume ownership of and legal responsibility for the Common Areas, then they shall be conveyed to either the State of Alaska or the Matanuska Susitna Borough via a deed which shall forever require that the Common Areas be kept in their present natural and undeveloped state.

Section 4

The costs to accomplish the above shall be paid by the Memory Lake Estates Community Association. Following liquidation, any remaining funds or assets of Memory Lake Estates Community Association shall be transferred to the corporations listed in Attachment "A," *pro-rata*, based upon the number of lots within the jurisdiction of each corporation.

Section 5

Except as provided in Section 6 (below), the right of any individual property owner of the property covered by the Original Declarations (as amended) shall retain the right of enforcement as provided in Section 1 of Article VIII.

Section 6

Only the Memory Lake Estates Owners Association and the individual owners of property described in Paragraph 1 of Attachment "A" shall have the right to enforce any covenant, condition or restriction within that property that provides for the exercise of discretion of the Board or an architectural control committee (as for example, Article VI (a) of the Original Declarations). This restriction on the right of enforcement shall apply to the other named owners' associations (as set forth above and on Attachment "A") and the individual owners of property within the jurisdiction of each such association. The right of any owner of property within Memory Lake Estates under Section 1 of Article VIII of the Original Declarations to enforce any non-discretionary provision of the Original Declarations (as

amended) is not affected by this Section 6.

THIS IS TO CERTIFY THAT the foregoing was duly adopted at a meeting of the Owners of property within Memory Lake Estates on the 9th day of November, 2000, by a vote of Owners having not less than three-fourths (3/4) in voting interest of the Owners then within Memory Lake Estates following due and proper notice as required by the Original Declarations and the Bylaws of the Memory Lake Estates Community Association.

Dated this 13th day of November, 2000.

Memory Lake Estates Community Association
(Signature on recorded document.)

By: Robert Rink
Its: Secretary

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 13th day of November, 2000, before me, the undersigned Notary Public, personally appeared Robert Rink, the Secretary of the Memory Lake Estates Community Association, an Alaska corporation and the corporation described herein, and acknowledged that he/she signed this instrument on behalf of the said corporation by authority of its bylaws or its Board of Directors, as the free and voluntary act and deed of said corporation and its members for the uses and purposes hereinabove set forth.

WITNESS my hand and official seal:

(Notary signature and seal on recorded document.)

**ATTACHMENT "A" TO THE FOURTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF MEMORY LAKE ESTATES
(AS PREVIOUSLY AMENDED)**

1. The Memory Lake Estates I Owners' Association shall replace the Memory Lake Estates Community Association with respect to the following property:

* Memory Lake Estates I; Plat No. 72-58:

Block 1, Lots 1-36	Block 9, Lots 1-15
Block 2, Lots 1-29	Block 10, Lots 1-24
Block 3, Lots 1-8	Block 11, Lots 1-15
Block 4, Lots 1-22	Block 12, Lots 1-18
Block 5, Lots 1-11	Block 13, Lots 1-28
Block 6, Lots 1-14	Block 14, Lots 1-16
Block 7, Lots 1-33	Block 15, Lots 1-10
Block 8, Lots 1-10	

* Memory Lakes Commercial; Plat No. 72-79:

Tract A	Tract C, Block 1, Lots 1-7
Tract B	Tract C, Block 2, Lots 1-13

* Hatch Acres; Plat No. 86-113: Lots 1 & 2

2. The Memory Lake Estates II Owners' Association shall replace the Memory Lake Estates Community Association with respect to the following property:

* Memory Lake Estates II; Plat No. 73-44:

Block 1, Lots 1-18	Block 7, Lots 1-30
Block 2, Lots 1-10	Block 8, Lots 1-14
Block 2, Lots 12-14	Block 9, Lots 1-16
Block 3, Lots 1-30	Block 10, Lots 1A, 2A & 3-8
Block 4, Lots 1B-47	Block 11, Lots 1-11
Block 5, Lots 1-4	Block 12, Lots 1-20
Block 6, Lots 1-40	Block 13, Lots 1-20

3. The Scotwood Owners' Associations shall replace the Memory Lake Estates Community Association with respect to the following property:

* Scotwood I; Plat No. 81-1001:

Block 1, Lots 1A & 1-12	Block 3, Lots 1-4
Block 2, Lots 1-32	Block 4, Lots 1-15

* Scotwood II; Plat No. 81-191: Block 5, Lots 1-25

- * Scotwood III; Plat No. 83-82: Block 6, Lots 1, 2A, 3A, 4A & 5A
- * Scotwood IV; Plat No. 83-51: Block 1, Lots 1-26
- * Scotwood V; Plat No. 83-110:

Block 1, Lots 1-5	Block 3, Lots 1-20
Block 2, Lots 1-7	

4. The Devon Wood Owners' Association shall replace the Memory Lake Estates Community Association with respect to the following property:

- * Devon Wood I; Plat No. 84-232:

Block 1, Lots 1-23	Block 5, Lots 1-17
Block 2, Lots 1-16	Block 6, Lots 1-22
Block 3, Lots 1-5	Block 7, Lots 1-4
Block 4, Lots 1-9	

- * Devon Wood II; Plat No. 85-057:

Block 8, Lots 1-15	Block 10, Lots 1-12
Block 9, Lots 1-7	

- * Devon Wood III; Plat No. 85-190:

Block 8, Lots 1-15	Block 10, Lots 1-11 & 13
Block 9, Lots 1-7	

5. The Lochness Owners' Association shall replace Memory Lake Estates Community Association with respect to the following property:

- * Lochness; Plat No. 86-10: Lots 1, 2 & 3

6. The Lake Pointe Homeowners' Association shall replace the Memory Lake Estates Community Association with respect to the following property:

- * Lake Pointe; Plat No. 84-254:

Lots 1-6	Lots 86-134
Lots 13-16 + Track B	Lots 7-12 + Track C

RECORDED NOVEMBER 15, 2000.

**ARTICLES OF DISSOLUTION OF
MEMORY LAKE ESTATES COMMUNITY ASSOCIATION**

Pursuant to AS 10.20.310, MEMORY LAKE ESTATES COMMUNITY ASSOCIATION, an Alaska non-profit corporation, hereby submits the following Articles of Dissolution:

1. The name of the corporation is Memory Lake Estates Community Association.
2. A meeting of the membership of the corporation was held on November 9, 2000. A quorum was present at that meeting and due and notice of the meeting had been given. Over 79% of all members entitled to vote (79.6%) voted in person or by proxy to adopt the Fourth Supplemental Declaration of Covenants, Conditions and Restrictions to the Declaration of the Covenants, Conditions and Restrictions of Memory Lake Estates (as Previously Amended) (hereinafter called the 4th Supplemental Covenants), recorded in the Palmer Recording District on November 15, 2000, in Book 1100 at Page 252, which provided in part that the corporation be dissolved.
3. All debts, obligations and liabilities of the corporation have been paid and discharged except for liquidation expenses for which an adequate reserve has been established.
4. Filed herewith is a Resolution of Voluntary Dissolution and Plan of Distribution of Memory Lake Estates Community Association as was adopted by the corporation. It is filed herewith and incorporated by reference.
5. All the remaining property and assets of the corporation have been conveyed or transferred in accordance to the provision of AS 34.20.290, *et seq.*
6. There are no suits pending against the corporation in any court.

Dated this 18th day of April, 2001.
Memory Lake Estates Community Association

(Signatures on recorded document.)
Cindilee Dupuis, President
Robert Rink, Secretary

RESOLUTION OF VOLUNTARY DISSOLUTION
AND PLAN OF DISTRIBUTION OF
MEMORY LAKE ESTATES COMMUNITY ASSOCIATION

Pursuant to AS 10.20.290 and AS 10.20.295, the following Resolution and Plan of Distribution was formally adopted by the Board of Directors of Memory Lake Estates Community Association, an Alaska non-profit corporation (hereinafter called the "Corporation") on the 18th day of April, 2001:

WHEREAS, the members of the Memory Lake Estates Community Association have properly adopted¹ the FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE DECLARATIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF MEMORY LAKE ESTATES (AS PREVIOUSLY AMENDED) (hereinafter called the 4th Supplemental Covenants); and

WHEREAS, the 4th Supplemental Covenants required that the Memory Lake Estates Community Association be dissolved and liquidated; and

WHEREAS, the 4th Supplemental Covenants provided for the replacement of the Corporation by the following named corporations (hereinafter collectively referred to as the "New Corporations"):

Memory Lake Estates I Owners' Association
Memory Lake Estates II Owners' Association
Scotwood Owners' Associations
Devon Wood Owners' Association
Lochness Owners' Association
Lake Pointe Homeowners' Association

WHEREAS, the only assets of the Corporation were parcels of real estate called Common Areas and funds on deposit; and

WHEREAS, the 4th Supplemental Covenants provided for the liquidation of those distribution of assets to the New Corporations; and

WHEREAS, all debts of the Corporation have been paid (with an adequate reserve for liquidation expenses); and

WHEREAS, the Corporation is now prepared to make distribution of its assets to the New Corporations in accordance with the 4th Supplemental Covenants.

¹ The 4th Supplemental Covenants were approved at a membership meeting of the Corporation on November 9, 2000. There were 939 lots within the jurisdiction of the Corporation with one vote per lot. A total of 748 votes were cast to adopt the 4th Supplemental Covenants (79.6%). This exceeded the requirement of 75% approval.

THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1) The following parcel of the Common Areas shall be conveyed via quit claim deed to the Memory Lake Estates I Owners' Association:

Tract 1A, Memory Lake Estates, Units I & II
According to the Official Plats thereof,
filed under Plat Nos. 72-58 & 73-44.

2) The remaining Common Areas shall be conveyed via quit claim deed to the Devon Wood Owners' Association.

3) The Corporation shall retain the sum of \$2,500 as a reserve for dissolution expenses. All other funds on deposit shall be distributed to the New Corporations, pro-rata based upon the number of lots within the jurisdiction of each entity.

4) The remaining balance of the liquidation cost reserve (if any) shall be disbursed to the New Corporations per the preceding paragraph upon completion of the dissolution of the Corporation.

5) Articles of Dissolution be filed with the State of Alaska to dissolve the Corporation pursuant to the 4th Supplemental Covenants and this Resolution.

The Board of Directors of the Corporation consists of five members. Four voted in favor of the foregoing. (One was absent, William Hogue.)

Dated this 18th day of April, 2001.
Memory Lake Estates Community Association

(Signatures on recorded document.)
Cindilee Dupuis, President
Robert Rink, Secretary

RESOLUTION OF THE BOARD OF DIRECTORS OF
MEMORY LAKE TWO OWNERS ASSOCIATION

RESOLVED, that pursuant to a motion duly made, seconded and approved, the Board of Directors of the Corporation hereby approves the execution and delivery of the Quit Claim Deeds for the Common Area by the Memory Lake Estates Community Association.

Motion made by Ed Jewett at the April 3, 2001 meeting: The Memory Lake Two Owners' Association approves the execution and delivery of Quit Claim Deeds by the Memory Lake Estates Community Association. The Quit Claim deeds all of the MLE Common Area other than Tract 1A to the Devon Wood Owners' Association. Tract 1A to be deeded separately to MLE 1. The Scotwood Estates, MLE 1, MLE 2, and Lake Pointe Associations agree to pay a pro-rata share of the insurance for the Common Area until which time the property is no longer deeded to the Devon Wood Owners' Association.

Ralph Wells seconded the motion. All were in favor.

Dated this 3rd day of April, 2001.

MEMORY LAKE TWO OWNERS ASSOCIATION
(Signature on recorded document.)
Diane Holt

ADDED AMENDMENT: Pro-rata share will be of the insurance of +6 Common Area only. Board of Directors reserves the right to review annually.

RESOLUTION OF THE BOARD OF DIRECTORS OF
LAKE POINTE OWNERS ASSOCIATION

RESOLVED, that pursuant to a motion duly made, seconded and approved, the Board of Directors of the Corporation hereby approves the execution and delivery of the Quit Claim Deeds for the Common Area by the Memory Lake Estates Community Association.

Motion made by Bob Rink at the April 3, 2001 meeting: The Lake Pointe Owners' Association approves the execution and delivery of Quit Claim Deeds by the Memory Lake Estates Community Association. The Quit Claim deeds all of the MLE Common Area other than Tract 1A to the Devon Wood Owners' Association. Tract 1A to be deeded separately to MLE 1. The Scotwood Estates, MLE 1, MLE 2, and Lake Pointe Associations agree to pay a pro-rata share of the insurance for the Common Area until which time the property is no longer deeded to the Devon Wood Owners' Association.

B. Vales seconded the motion. All were in favor.

Dated this 4th day of April, 2001.

LAKE POINTE OWNERS ASSOCIATION
(Signature on recorded document.)
Bob Rink

RESOLUTION OF THE BOARD OF DIRECTORS OF
LOCH NESS OWNERS ASSOCIATION

RESOLVED, that pursuant to a motion duly made, seconded and approved, the Board of Directors of the Corporation hereby approves the execution and delivery of the Quit Claim Deeds for the Common Area by the Memory Lake Estates Community Association.

Motion made by Robert Niner at the April 3, 2001 meeting: The Loch Ness Owners' Association approves the execution and delivery of Quit Claim Deeds by the Memory Lake Estates Community Association. The Quit Claim deeds all of the MLE Common Area other than Tract 1A to the Devon Wood Owners' Association. Tract 1A to be deeded separately to MLE 1. The Scotwood Estates, MLE 1, MLE 2, and Lake Pointe Associations agree to pay a pro-rata share of the insurance for the Common Area until which time the property is no longer deeded to the Devon Wood Owners' Association.

(No name listed) seconded the motion. All were in favor.

Dated this 3rd day of April, 2001.

LOCH NESS OWNERS ASSOCIATION
(Signature on recorded document.)
Robert L. Niner

RESOLUTION OF THE BOARD OF DIRECTORS OF
DEVON WOOD OWNERS ASSOCIATION

RESOLVED, that pursuant to a motion duly made, seconded and approved, the Board of Directors of the Corporation hereby approves the execution and delivery of the Quit Claim Deeds for the Common Area by the Memory Lake Estates Community Association.

Motion made at March 7th, 2001 meeting: The Devon Wood Owners' Association approves the execution and delivery of Quit Claim Deeds by the Memory Lake Estates Community Association. The Quit Claim deeds all of the MLE Common Area other than Tract 1A to the Devon Wood Owners' Association. Tract 1A to be deeded separately to MLE 1. The Scotwood Estates, MLE 1, MLE 2, and Lake Pointe Associations agree to pay a pro-rata share of the insurance for the Common Area until which time the property is no longer deeded to the Devon Wood Owners' Association.

Cathy Groves seconded the motion. All were in favor.

Dated this 21st day of March, 2001.

DEVON WOOD OWNERS ASSOCIATION
(Signature on recorded document.)
Scott Walter

RESOLUTION OF THE BOARD OF DIRECTORS OF
MEMORY LAKE ONE OWNERS ASSOCIATION

RESOLVED, that pursuant to a motion duly made, seconded and approved, the Board of Directors of the Corporation hereby approves the execution and delivery of the Quit Claim Deeds for the Common Area by the Memory Lake Estates Community Association.

Motion made by Ron Neffendorf at the February 20th, 2001 meeting: The Memory Lake One Owners' Association approves the execution and delivery of Quit Claim Deeds by the Memory Lake Estates Community Association. The Quit Claim deeds all of the MLE Common Area other than Tract 1A to the Devon Wood Owners' Association. Tract 1A to be deeded separately to MLE 1. The Scotwood Estates, MLE 1, MLE 2, and Lake Pointe Associations agree to pay a pro-rata share of the insurance for the Common Area until which time the property is no longer deeded to the Devon Wood Owners' Association.

Harry Zola seconded the motion. All were in favor.

Dated this 20th day of March, 2001.

MEMORY LAKE ONE OWNERS ASSOCIATION
(Signature on recorded document.)
Susan R. Short

RESOLUTION OF THE BOARD OF DIRECTORS OF
SCOTWOOD OWNERS ASSOCIATIONS

RESOLVED, that pursuant to a motion duly made, seconded and approved, the Board of Directors of the Corporation hereby approves the execution and delivery of the Quit Claim Deeds for the Common Area by the Memory Lake Estates Community Association.

Motion made by Grant Young at the April 3, 2001 meeting: The Scotwood Owners' Associations approves the execution and delivery of Quit Claim Deeds by the Memory Lake Estates Community Association. The Quit Claim deeds all of the MLE Common Area other than Tract 1A to the Devon Wood Owners' Association. Tract 1A to be deeded separately to MLE 1. The Scotwood Estates, MLE 1, MLE 2, and Lake Pointe Associations agree to pay a pro-rata share of the insurance for the Common Area until which time the property is no longer deeded to the Devon Wood Owners' Association.

Janet G. seconded the motion. All were in favor.

Dated this 3rd day of April, 2001.

SCOTWOOD OWNERS ASSOCIATIONS
(Signature on recorded document.)
L.M. L. Grane

RECORDED APRIL 24, 2001

MEMORY LAKE ESTATES COMMUNITY ASSOCIATION
DISTRIBUTION OF FUNDS AT DISSOLUTION

	MLE#1	MLCom	MLE#2	DEVON WOOD	SCOT WOOD	LAKE POINTE	LOCH NESS	HATC H ACRES	ROW TOTALS
TTL LOTS	286	22	285	132	191	18	3	2	
FUNDS AVAILABLE (No of Lots x \$65.44 per lot)	\$18,715.84	\$1,439.68	\$18,650.40	\$8,638.08	\$12,499.04	\$1,174.92	\$196.69	\$130.88	\$61,445.53
LESS:									
Monies previously pd by MLECA on behalf of Subdivisions	-\$2,500.00		-\$3,288.00	-\$2,660.00	-\$1,764.00				-\$10,212.00
LESS:									
Monies to be paid by MLECA on behalf of Subdivisions				-\$471.00					-\$471.00
TOTAL AMOUNT TO BE DISTRIBUTED TO EACH SUBDIVISION	\$16,215.84	\$1,439.68	\$15,385.40	\$5,507.08	\$10,735.04	\$1,174.92	\$196.69	\$130.88	\$50,762.53
OUTSTANDING ACCOUNTS REC. for MLECA dues 1999	\$8,275.64	\$210.00	\$10,435.18	\$3,374.34	\$8,137.40	\$2,874.50	\$126.00	\$70.00	

(MLE#1 & MLCom are combined)

August 15, 2005 Letter to Memory Lake Estates I Owners' Association; Opinion on Covenants.

Law Office of Richard Deuser
Century Plaza Building
1075 Check Street, Suite 206
Wasilla, Alaska 99654
(907) 376-9484 phone
(907) 373-0404 fax

August 15, 2005

Memory Lakes Owners Association
c/o Israel Nelson
P.O. Box 4802
Palmer, Alaska 99645

Re: Memory Lakes Estates One Owners' Association - Opinion on Propriety of
Use of Lot for Model Home;

To Mr. Nelson:

I understand that you are acting President of the Association. In that capacity, you have been approached by Michael Dablemont (sp?). He is the owner of Lot 1, Block 1, Memory Lake Estates One, plat #72-58. As the owner of this lot, he has asked you whether the applicable covenants permit and allow the use of the lot to construct a model log residential home and to promote sales of the log construction kits by tours of the model home.

In analyzing this question, the amended covenants at Book 0146 Page 0135 provide, in amended Article VI, paragraph k-2, that "Lot 1 ... Block 1 ... may be used for commercial or four-plex or less residential." This phrasing, although not an ideal of clarity, would, in my opinion, be reasonably interpreted to permit and allow a commercial use, particularly a commercial use that has a nexus to residential use. I would offer the opinion that a model log home is within the permitted uses allowed by the amended covenant.

This opinion is slightly qualified by the fact that later events did "muddy" the situation. The above referenced amendment is from May 1985. Thereafter, in November 2000, there is a "Fourth Supplemental" amendment of the covenants. The November amendment served to effectively replace Memory Lake Estates Community Association with six new entities. The former large Association was split among the new entities to make smaller and more effective home owner associations. Of the six new entities, Memory Lake Estates I Owners' was the successor to the lot at issue. The November 2000 amendment that created Memory Lake Estates I Owners' Association expressly references the original covenants and three subsequent amendments. Noteworthy, there is no mention in the November 2000 amendment of the May 1985 amendment that is the basis of permission to use

the subject lot for commercial activity.

There could be several alternative implications drawn from the failure to reference the critical amendment (while expressly calling out the three other historical amendments). One explanation is that the November 2000 amendment did not want to adopt the May 1985 amendment. A second is that the November 2000 amendment did not need to reference the May 1985 amendment for its purposes and, by silence, it remained in effect. The third alternative explanation, and most likely, is that the drafters of the November 2000 amendment overlooked the May 1985 amendment - i.e., it is a drafting oversight.

In all events, there is nothing in the November 2000 amendment that would purport to limit the rights of an owner to assert rights granted by the recorded May 1985 document. Consequently, it is my opinion that the November 2000 amendment does not change the conclusion. That is, the May 1985 amendment is still operative to define the allowable use of the subject property. In my opinion, the allowed uses include use of the lot for purposes of building and showing a model home.

Call if this creates further questions.

Sincerely,

Richard Deuser

Memory Lake Estates One Owners Association
P.O. Box 870394
Wasilla, Alaska 99687-0394

Architectural Review Application

The following information is requested in accordance with our Covenants, Conditions and Restrictions (CCRs). The purpose of Architectural Review is to provide our Association with a harmonious appearance and to prevent undesirable conditions, which could adversely affect property values. *This application must be completed in advance of any construction and must be approved by the Association.*

Block: _____ Lot: _____ Date: _____

Property Address: _____

1. What is the intended purpose of planned construction?

2. Type of Foundation: _____

3. Roof Finish and Color: _____

4. Siding and Color: _____

5. Construction Start and Completion Dates: _____

6. List any temporary structures to be used during construction (porta-potty, office, etc.):

7. Construction activities that may adversely affect neighbors, such as noise, fumes, hazards to children:

Submit a floor plan drawing, drawing of completed structure with grades and elevations, structure as-built drawing showing existing structures, well and septic locations. Remove the minimum number of trees so that we may preserve our natural environment.

Has the property owner/contractor read the CCRs? Yes No

Estimated value or appraisal of improvement: _____

Printed Name: _____

Signature: _____ Date: _____

Approved by: _____ Date: _____