

Northern Solitude
Covenants and Restrictions

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this day of September 28, 1999, by Gary V. and Susanne J. Oskolkoff, hereinafter Declarant.

WHEREAS, Declarant is developing and subdividing certain property situated in the Kenai Peninsula Borough, in Ninilchik, known and designated as NORTHERN SOLITUDE, which subdivision is shown on a plat intended to be recorded in the Homer Recording District, Third Judicial District, Alaska (hereinafter the property), AND

WHEREAS, Declarant desires to create on the property a residential community and to provide for the preservation of the value and amenities in the community and for the uniform and orderly development thereof, and for the creation and maintenance of certain limited common facilities as hereinafter set forth, all of which is for the benefit of the property and the owners thereof.

NOW THEREFORE, Declarant declares that the property shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, conditions, and easements, which shall run with title or interest in the subject property and be binding upon the heirs, successors and assigns of Declarant.

DEFINITIONS

As used herein, the following words and terms are defined to mean as indicated:

Architectural Committee. The Architectural Committee shall be composed of those three or more individuals so designated from time to time by (i) Declarant until seventy five percent (75%) of the lots are sold, then by (ii) a majority of lot owners. Initial members of the Architectural Committee are Gary V. Oskolkoff, Susanne J. Oskolkoff, and Marla A. Kvasnikoff.

Lot. A lot or parcel of land shown on the recorded plat of the property and designated thereon as a lot.

Owner. The owner of record, whether one or more persons or entities of the fee simple title to any lot, but excluding those having such interest merely as security for the performance of an obligation.

Plat. The plat or plats of the property to be recorded in the Homer Recording District, Alaska.

Structure. Any thing or device the placement of which upon the property (or any part thereof) may affect the appearance of the property including, by way of illustration and not limitation, any building, garage, porch, covered or uncovered patio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any other temporary or permanent improvement made to the property or any part thereof. Structure shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the property, and (ii) any change in the grade or the property (or any part thereof) of more than six (6) inches.

Block. The term Block shall be exclusive to these covenants and shall not be part of any legal description.

Block A, shall be defined as lots 1-13;

Block B, shall be defined as lots 14-68.

COVENANTS AND RESTRICTIONS

Residential Use. All businesses or commercial enterprises of any type are excluded from the entire subdivision. No residence may be rented or leased if term of lease is less than thirty (30) days.

Block A, all lots shall be used for a single family or multi-family residence.

Block B, all lots shall be used for a single family residence only.

Architectural Committee. No Structure shall be commenced, erected or maintained on the property, nor shall any addition to or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the structure shall have been submitted to and approved in writing by the Architectural Committee. The committee shall consider applications for approval of plans and specifications upon the basis of conformity with this declaration.

The Architectural Committee shall have the authority to waive any restrictions on design features included herein if, in their judgment the waiving of those restrictions will not substantially affect the overall continuity and value of the subdivision. Waiver must be in writing.

The final decision of the Architectural Committee is binding.

Completion of Construction. The exterior of any structure must be completed within twelve (12) months from the commencement of construction thereof.

Minimum Square Footage. The minimum square footage of ground floor living space of dwellings constructed within the Northern Solitude subdivision, exclusive of porches, terraces, garages, carports and basements, shall be,

Block A: 480 square feet; Block B: 1200 square feet.

The total minimum square footage of living space of a dwelling shall be,
Block A: 750 square feet; Block B: 1200 square feet.

Exterior Surfacing. Exterior finish of structures on each lot must not be made of or include one or more of the following: plywood, OSB, rough cut lumber, metal siding or unfinished or unpainted material of any kind. Quality log structures are allowed. Outbuildings on all lots are required to be similar, in finish, appearance and quality to the main structure.

Block A: Roofs shall not be finished with rolled roofing of any kind. Roofs may be of corrugated or other types of metal in earth tones.

Block B: Roofs shall not be finished with metal or rolled roofing of any kind.

Setbacks. Structures must be at least thirty (30) feet from the front lot line, twenty (20) feet from the rear property line, and at least fifteen (15) feet off each side lot line. The first floor of all buildings may not be raised more than two (2) feet above finished grade.

Access. Only those lots which do not have legal access via Antares Circle, Arcturus Loop, or Palmer Family Lane may use direct access to Deep Creek Farm Road. These include Lots 35, 36, 51, 67 and 68 only. No access is allowed via adjacent property or section line easements.

Temporary Structures. No structure of a temporary character whether a basement, tent, shack, trailer, camper, or other outbuilding will be placed on any lot at any time as a permanent or temporary residence. Mobile homes, movable buildings, double-wide homes, manufactured and modular homes are not allowed.

Signs. No signs, billboards, or advertising structures of any kind shall be placed or erected on any lot, except signs with the owner's name and house number are permitted provided that said sign shall not exceed two square feet. An exception is made for the purposes of subdivision development and lot identification, etc.

Subdivision. No lot shall be further subdivided.

Discharge of Firearms. Discharging of firearms anywhere on the property for any reason is prohibited.

Motor Vehicles. No unlicensed vehicles, junked vehicles, trucks rated more than one ton, motor homes or recreational vehicles or similar vehicles may be parked or stored within the property for more than thirty (30) days unless parked or stored in an enclosed garage. Maintenance of motor vehicles is not permitted on any street or in the view of other lot owners.

No vehicles of any type may be operated off the maintained road network within the property except, during building erection and yard maintenance.

Animals. No animals may be kept, maintained or bred on any lot, except that no more than two (2) household pets (dogs, cats, or similar domestic animals) may be kept on a lot, provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No animal shall be permitted outside of the dwelling of an owner unless the animal is under the control of a responsible person or restrained by fence or cable system.

Noises and Nuisances. No nuisance shall be maintained, allowed or permitted on any part of the property and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to neighbors. No machinery or devices which produce sound or light, which may be an annoyance or nuisance to neighbors shall be permitted, such as lawn mowers, rototillers, chainsaws etc. between the hours of 10:00 p.m. to 9:00 a.m. on weekdays and 10:00 p.m. to 10:00 a.m. on weekends.

Trash. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any lot. No lot shall be used or maintained as a dumping ground for any material, trash, garbage or other waste not kept in sanitary containers including fish or any other animal remains. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition.

Disposal of Sanitary Waste. No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank, cesspool, or other sewage system approved by the appropriate governmental authorities.

Antennas and Dishes. Satellite dish type antennae are permitted provided they do not exceed six (6) feet in diameter. Other types of antennae are permitted provided they are mounted solely on the residence. No antenna including a dish shall be in direct sight or interrupt the view of an adjacent property owner.

Open Burning. No open burning is permitted anywhere on the property, except that outdoor fireplaces, fire rings and barbecue's are allowed. An exception will be made for small landscape fires during construction. However the owner must possess, and observe the rules of a burn permit supplied by the forest service. Any fire which causes smoke to become a nuisance to other lot owners, shall immediately be extinguished.

Fences. No fence may be erected which exceeds four (4) feet in height. An exception is made for animal enclosures which are made of chain link fencing, however they may not exceed six (6) feet.

Fuel Storage Tanks. Fuel storage tanks for heating, gas and oil, are allowed; but shall be so placed, kept and screened from view so as not to be visible from an adjacent lot or street. No storage of gasoline, diesel or other fuels are allowed.

Utilities. No utilities, wires, pipes or similar products may be placed above ground. Windmills and permanent electrical generators are not allowed.

Trails. There shall be trails for the purpose of ingress and egress of lot owners only and no property owner will block the trails with any structure including fencing. The trails shall be six (6) feet wide, three (3) feet on either side of the common lot lines of the following adjacent properties: Lots 3 & 4, Lots 5 & 6, Lots 9 & 10, Lots 17 & 18, Lots 28 & 29, Lots 28 & 45, Lots 45 & 46.

Maintenance by Owner. The owner of each lot shall keep the lot and all improvements thereon in good order and repair, including, but not limited to, the mowing of all lawns and yards, the pruning of all trees and shrubbery, the removal of dead trees and shrubbery, and the painting (or other appropriate external care) of all buildings and structures on the lot, all in a manner and with such frequency as is consistent with good property management and maintenance.

Bushes and Underbrush. The owner of each lot shall remove all alder, elderberry, nettle, devil's club, willow and other bushes and underbrush with the exception of no more than five hundred (500) square feet (in aggregate) of existing indigenous brush. The owner shall not plant, grow or maintain any indigenous or non indigenous plants which may cause a substantial deterioration of another owners view.

Enforcement. The Declarant or any owner of a Northern Solitude subdivision lot shall have the right to enforce at any time, 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 Declarant or developer shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these restrictions.

RESERVED RIGHTS OF DECLARANT

Grading. Declarant reserves unto itself, its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting lot and grade a portion of such lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a residence built or to be built on such lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

Exemption. Declarant reserves and excludes temporarily from the covenants Lots 35 and 36, for the purpose of gravel extraction. The exemption shall terminate upon closing of the site or the date of December 31, 2005, whichever occurs first.

Further Exemption. Declarant further excludes all structures on Lot 51 (both inground and above ground) which, were part of the original farm located on the property.

Alteration or modification of more than a minor nature, or replacement of any structure shall immediately terminate this exemption with regards to the structure affected. All other covenants and restrictions not relevant to structures are not exempted. This shall not be construed to preclude proper maintenance.

Easement for Utilities. Declarant reserves an easement on, over and under the common areas for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the property and lots therein, including but not limited to, the right to lay, install, construct and maintain pipes, drains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide adequate service to any lot now or hereafter laid out or established on the property. Declarant further reserves those utility easements along the front, back and sideyards of each lot as described on the Plat.

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

Amendment. This Declaration may be amended by an instrument signed by no less than fifty percent (50%) of the lot owners and Declarant. Any amendment must be recorded.

[Signature]

Gary Van Oskolkoff

[Signature]

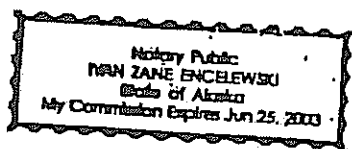
Susanne Joy Oskolkoff

THIS IS TO CERTIFY that on this 27th day of September, 1999, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Gary Oskolkoff and Susanne Oskolkoff to me known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year of this certificate first above written.

Notary Public for the State of Alaska Wan Zane Encelowski

My commission expires June 25, 2003



Return to: Gary Oskolkoff
P.O. Box 39183
Ninilchik, AK 99639

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HOMER
RECORDING DISTRICT

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Northern Solitude CC 3A

Declaration of Amended Covenants and Restrictions

THIS DECLARATION OF AMENDED COVENANTS AND RESTRICTIONS is made April 6, 2005.

WHEREAS, certain covenants and restrictions were recorded as Book 0295, Pages 954-961, Homer Recording District Third Judicial District, Alaska (hereinafter original covenants), applicable to the Northern Solitude Subdivision, (hereinafter the property) as plat, 98-214 Kenai Peninsula Borough, and recorded as 99-51, Homer Recording District;

WHEREAS, the original covenants provide for amendment by "an instrument signed by no less than fifty percent (50%) of the lot owners and Declarant" which must then be recorded;

WHEREAS, the undersigned, Gary V. Oskolkoff and Susanne J. Oskolkoff are defined as Declarant in the original covenants and are owners of record of more than fifty percent of the lots within the property;

WHEREAS, the Planning Committee has reviewed the amendments to the original covenants and found in their judgment that they will not substantially affect the overall continuity and value of the property;

WHEREAS, Declarant desires to amend, revise and clarify the original covenants to protect and improve the quality and character of the property as a residential subdivision and to provide for the preservation of the value and amenities therein;

NOW THEREFORE, in consideration of the mutual benefit of the owners, Declarant acting pursuant to the original covenants and as the majority owner in the property declares that the property shall be held, transferred, sold, conveyed, and occupied subject to the following amended covenants, restrictions, conditions, and covenants which shall replace the original covenants in whole and which shall run with title or interest in the property and be binding upon the heirs, successors and assigns of the owners of the lot.

DEFINITIONS

Planning Committee. The Planning Committee shall be composed of three or more individuals designated from time to time by (i) Declarant until seventy five percent (75%) of the lots are sold, then by (ii) a majority of lot owners. The initial Planning Committee is Gary V. Oskolkoff, Susanne J. Oskolkoff and Maria A. Krivosheina.

Lot. A lot or parcel of land shown on the recorded plat of the property and designated as a lot.

Owner. The owner of record, whether one or more persons or entities of the fee simple title to any lot, but excluding those having such interest merely as security for the performance of an obligation.

Structure. Any thing or device the placement of which upon the property (or any part thereof) may affect the appearance of the property including, by way of illustration and not limitation, any building, garage, porch, patio, antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light

landscape, hedge, trees, shrubbery, planting or any other temporary or permanent improvement made to the property or any part thereof. Structure shall also mean any excavation, fill, ditch or any change in the grade of the property (or any part thereof) of more than six (6) inches.

Block. The term Block shall be exclusive to these covenants. Block A, shall be defined as lots 1-11, lots 33-50 and lots 64-68. Block B, shall be defined as lots 14-32 and lots 51-63.

COVENANTS AND RESTRICTIONS

Residential Use. All businesses are excluded from the property except home offices and the rental or lease of single and multi-family residences. Block A, all lots shall be used for single family or multi-family residences. Block B, all lots shall be used for single-family residences and may have one garage. No lot shall be further subdivided.

Planning Committee. No Structure shall be commenced, erected or maintained on the property, nor any addition, change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the structure have been submitted to and approved in writing by the Planning Committee. The committee shall consider applications for approval of plans and specifications upon the basis of conformity with this declaration. The Planning Committee shall have the authority to waive any restrictions on design features included herein if, in their judgment the waiving of these restrictions will not substantially affect the overall continuity and value of the subdivision. Waiver must be in writing. The decision of the Planning Committee is binding.

Size. The minimum square footage of dwellings shall be: Block A, single family, 720 square feet (480 square feet must be ground floor living space), multi-family, shall be State of Alaska Code minimum standards; Block B, 1200 square feet of ground floor living space. Living space is exclusive of porches, patios, terraces, garages, carports, and basements. No structure shall exceed two and one half stories in height and the first floor shall not exceed 2 feet above finished grade.

Exterior. The exterior of any structure must be complete within 24 months from the start of construction. Exterior finishes must be of quality materials and must not include plywood, rough-cut lumber, metal siding or unfinished or unpainted material. Quality log structures are allowed. Outbuildings are required to be comparable in appearance and quality to the main structure. Roofs shall be in eave lines and shall not be finished with rolled roofing of any kind.

Setbacks. Structures must be at least 30 feet from a street facing lot line, 20 feet from the rear property line, and 15 feet from a side lot line.

Access. Only lots 35, 36, 51, 67 and 68 may directly access Deep Creek Road. All other lots must use roads on the plat.

Temporary Structures. No temporary structure whether a basement, tent, shack, or other outbuilding will be placed on any lot at any time as a permanent or temporary residence. Mobile homes, movable buildings, doublewide homes, manufactured and modular homes are not allowed.

Signs. Signs may not be placed on any lot, except signs not exceeding two square feet with the owner's name and house number. An exception is made for the purposes of subdivision development, sales and lot identification.

Fires. Discharging of firearms anywhere on the property for any reason is prohibited.

Vehicles. No unlicensed, junked, commercial or similar vehicles may be parked for more than 30 days unless parked in a garage. Maintenance of motor vehicles is not permitted on any street or in view of other lot owners. No motorized vehicles may be operated off the road network within the property except



during building erection and yard maintenance.

Animals. Household pets (dogs, cats, or other domestic animals) may be kept on a lot, provided they are not bred or kept for any commercial purpose and are kept in such a manner as to avoid becoming a nuisance to other property owners. No more than two animals shall be kept outside the residence and must be on a leash or restrained by a fence or cable system.

Nuisance. Machinery or devices that produce sound, vibration or light that may be an annoyance to neighbors are not permitted between the hours of 10:00 p.m. to 8:00 a.m. Infringement upon other owners' quiet enjoyment is not allowed.

Trash. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any lot. No lot shall be used or maintained as a dumping ground for any material, trash, garbage or other waste. All containers for the storage or disposal of such material shall be kept in sanitary condition.

Sanitary Waste. Sanitary waste of any kind must be disposed of in a State approved septic system per plat restrictions.

Antennas. Dish type antennas shall not exceed 6 feet in diameter. Other types of antennas are permitted provided they are mounted solely on the residence. No antenna shall interrupt the view of another owner.

Open Burning. No open burning is allowed on the property, except small permitted landscape fires during construction and approved fire rings and outdoor fireplaces. Fires shall be extinguished if smoke becomes a nuisance to other owners.

Fences. No fence shall be erected which exceeds 4 feet in height, except animal enclosures that shall not exceed 6 feet.

Fuel. Fuel storage tanks must not exceed 300 gallons and not be directly visible from a house or street.

Utilities. Utilities shall not be placed above ground. Windmills and electrical generators are not allowed.

Trails. Trails within the property are for the shared use of all owners and shall not be blocked with any structure including fencing. The trails shall be 6 feet wide, 3 feet on either side of the common lot lines of the following adjacent lots: 3 & 4, 5 & 6, 9 & 10, 17 & 18, 28 & 29, 28 & 41, 45 & 46.

Maintenance. Owners shall keep their lot and all improvements in good order and repair, including the maintenance of lawns, yards and the external care of all structures in a manner consistent with good property maintenance.

Enforcement. Any owner of a lot shall have the right to enforce at any time, 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 Declarant shall not be liable for damages of any kind to any person for failing to either abide by, enforce or carry out any of these restrictions.

RESERVED RIGHTS OF DECLARANT

Exemptions. Declarant excludes all structures on Lot 51 (both in ground and above ground) that were part of the original lots located on the property. Alteration or modification of more than a minor nature, or replacement of any structure shall immediately terminate this exemption concerning the structure affected. Covenants and restrictions not relevant to structures are not exempted. This shall not be construed to preclude proper maintenance.

Reservement for Utilities. Declarant reserves an easement on, over and under the common areas for the



purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the property and lots therein, including but not limited to, the right to lay, install, construct and maintain pipes, drains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide adequate service to any lot on the property. Declarant further reserves these utility easements along the front, back and side-yards of each lot as described on the Plat.

Severability. Invalidity of any covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Amendment. This Declaration may be amended by (i) the Declarant, until 75 percent of the lots are sold then by (ii) an instrument signed by no less than 50 percent of the lot owners. An owner of multiple lots shall sign equal to the number of lots owned. Any amendment must be recorded.

[Signature]
Gary Van Oskolkoff

[Signature]
Suzanne Joy Oskolkoff

THIS IS TO CERTIFY that on this 14 day of April, 2008, I, Robert E. Crosby, Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Gary Van Oskolkoff & Suzanne Joy Oskolkoff to me known to be the person(s) described in and who executed the above and foregoing instrument, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and Official Seal the day and year of this certificate last above written.
Notary Public for the State of Alaska *[Signature]*
My commission expires 8/28/2011



Upon recording
return copy to:
Gary V. Oskolkoff
PO Box 39548
Natchik, Alaska 99639

