

COVENANTS, CONDITIONS AND RESTRICTIONS

TULCHINA POINTE ESTATES, PHASE TWO,

ACCORDING TO PLAT #2006-063

**LOCATED WITHIN T5N, R10W, S.M., KENAI RECORDING DISTRICT,
KENAI PENINSULA BOROUGH, ALASKA.**

**LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29,
30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46**

PURPOSE:

To insure use for attractive residential purpose harmonious with the environment, prevent nuisances, maintain desired tone to secure each owner full benefit and enjoyment of his home.

A-1 DRIVEWAYS

Lot 37 shall share a common driveway along the flag portion of Lot 36 beginning at the entrance off of the cul-de-sac. Lot 38 shall share a common driveway along the flag portion of Lot 39 beginning at the entrance off of the cul-de-sac. Lots 42 and 43 shall share a common driveway along the flag lot portions.

A-2 LAND USE AND BUILDING TYPE

No lot or other portion of the real property described above shall be used for any purpose other than one residential single family dwelling. No buildings shall be erected, altered, placed, or permitted to remain on the property other than one single residential dwelling. No commercial activity or business of any kind shall be conducted on said premises.

A-3 FENCES, ETC.

No fence, wall hedge, or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum front building setback lines, unless the height is restricted to 4 feet or less on that portion between the street and the front setback line. Due to the unique nature of Tulchina Pointe, Phase Two, no wall, fence, hedge or landscaping structure shall be erected or placed in such a manner as to obstruct the view of other lot owners. No chain link fencing shall be permitted along front yards.

A-4 DWELLING, QUALITY, AND SIZE

It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein at the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages shall not be less than one thousand two hundred (1,200) square feet.

Homes placed on the bluff lots 26 through 34 and 36 through 39 and 42 through 44 shall be no more than a maximum height of thirty five feet (35 ft.). No mobile home, modular or house trailers shall be placed, erected or permitted on said premises at any time, either during construction or thereafter.

Exterior colors shall be earth tone. Roof color shall be of earth tone. Exterior siding consisting of T1-11, cellotex, tyvek, tar paper or similar covering shall not be deemed a permanent exterior siding. All natural wood exterior siding must be stained to retain its natural beauty. All exterior lighting, including but not limited to directional lighting, shall be located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby lot owner.

A-5 OUTBUILDINGS

All outbuildings shall be one story. A limit of one (1) garden shed/greenhouse (max. of 300 sq.ft.), one (1) separate garage (max. of 1,000 sq.ft. with a max. of eighteen (18) ft. in height) may be permitted and shall be constructed and finished in a similar manner and workmanship as set forth above for dwellings. All outbuildings with the exception of garden shed/greenhouse must be placed on a permanent foundation. All outbuildings shall conform to the neighborhood and not block views or become a visual nuisance to any adjoining lot owner. Metal or pole buildings, canvas, and plastic construction is not permitted. All outbuildings shall be for noncommercial use.

A-6 SANITARY FACILITIES

All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouses or above ground disposal systems shall be permitted on the above described properties. No individual sewage disposal systems shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Health. All sewage disposal systems shall conform to the State of Alaska and Kenai Peninsula Borough standards.

A-7 WATER SUPPLY

No individual water supply system shall be permitted on any of the above described property unless such system is located, constructed and equipped in accordance with the

requirements, standards and recommendations of the Alaska Department of Health. All water supply systems must conform to the State of Alaska and Kenai Peninsula Borough standards.

A-8 BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat provided. However, no building shall be located on any lot nearer than twenty (30) feet to the front lot line, or nearer than twenty (30) feet to any side street line. No building shall be located nearer than twenty (20) feet to any interior lot line. No building shall be located within twenty (20) feet of the bluff line at maximum grade, excluding decks, eaves and porches.

A-9 AUTOMOBILES

No vehicle may be abandoned or allowed to remain on any lot or street offsetting any lot for more than seven (7) days if it is not in good operating condition. All vehicles used in connection with any lot must be licensed. No heavy equipment may be parked on any lot or street except during such time that it is working in the subdivision.

A-10 STORAGE OF MOTOR HOMES, RV'S, ETC.

All motor homes, boats, RV's, 4-wheelers, snow machines, riding mowers, etc. shall be stored in the most inconspicuous manner possible. At no time is a motor home or R.V. to be used on the property as a residence.

A-11 STORAGE OF EQUIPMENT AND MATERIAL

No lot or street may be used for the storage of any equipment, material, machinery or merchandise used or to be sold in a trade or business. At no time shall a temporary covering such as blue tarpaulins, be conspicuously used for storage of equipment or materials. No storage sheds, garages or sheds shall be placed on property prior to beginning of home construction.

A-12 CLEARING

No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned so long as maximum natural beauty and aesthetic values of such trees located on the property are retained. Any lawn areas shall be maintained on a regular basis or removed. All stumps and debris will be disposed of in a timely manner. In the event of the excess removal of trees on any lot, the owner shall be responsible, at his/her own expense, for replanting and maintaining live trees.

A-13 RE-SUBDIVISION

That the area of the lots herein described shall not be reduced in size by subdivision, or conveyed or encumbered in less than its full original dimensions as shown by the plat of the subdivision, except for the granting of easements for public utilities. The owners of two or more contiguous lots shall be permitted to combine two of said lots, making one larger lot, or to divide the middle lot or lots and add the portions to the exterior lots, thus creating two or more larger lots, which shall then be treated, for all purposes pertinent to these covenants, as enlarged single lots.

A-14 EASEMENTS

Easements for installation and maintenance of utilities, drainage facilities, and natural vegetation screening, are reserved as shown on a recorded plat and recorded utility easements. Within these easements, no structure, plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is reasonable.

A-15 NUISANCES

No obnoxious or offensive activity may be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to adjacent property owners or to the neighborhood in general. Specifically, no junk yards or gravel pits are permitted on the above-described property. No abandoned or unlicensed vehicles will be allowed to be kept on the above described property. Specifically, prohibited are parking of junk cars, partially dismantled vehicles, and storage of vehicles or parts of vehicles where they may be viewed from public or private property. The storage of materials, in excess of the amount needed for construction in progress of buildings on the premises, is prohibited, including materials such as scrap metal, building supplies, and wood other than for heating. Anything used for creating noises, smells, smoke, vibrations or excessive light off the property which interferes with the use of reasonable expectations of peace and quiet enjoyment of other subdivision property owners is prohibited. **Absolutely no unattended fires shall be allowed upon any lot.** Under any circumstance, property owners must have a current burn permit to have fires in designated fire pits.

A-16 TEMPORARY STRUCTURES

No structure of a temporary nature including, but no limited to a trailer, basement, tent, RV, mobile home, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanent or for temporary storage.

A-17 TIME FOR CONSTRUCTION

All construction and improvements, including landscaping, erected upon any lot in said subdivision shall be completed within eight (10) months of the date of excavation or other commencement of construction except that this deadline may be extended to coincide with the normal building season. All outbuildings must be completed within six (6) months. All dwellings must be on a permanent foundation.

A-18 SIGNS

No sign in excess of 5 square feet may be displayed except in the case of developer advertising. All political signs will be removed within 5 days of the election and displayed not more than 21 days before the election.

A-19 GARBAGE AND REFUSE DISPOSAL

No lot or dedicated right-of-way shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerators or burning barrels shall be allowed.

A-20 DRAINAGE

All driveways and walkways from streets shall conform to the natural drainage and shall have a culvert. Any alteration of the natural drainage shall become the responsibility of the party changing the natural grades and they shall make all necessary provisions for the proper drainage.

A-21 ANIMALS, LIVESTOCK, POULTRY

No animals, livestock, or poultry, including but not limited to horses, cows, sheep, goats, pigs, chickens, or ducks of any kind shall be raised, bred or kept on any lot except for two dogs and two cats, or other strictly household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose on the property. All pets shall be strictly confined to the pet owner's property. No animal may be kept or housed closer than twenty-five (25') feet to any lot line unless within the principal residence. No vicious animal may be kept on any premises at any time.

Part B: Enforcement, Severability and Term

B-1 ENFORCEMENT

Any owner shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. A failure by any owner to enforce any of the same shall in no event be deemed a waiver of his right to do so thereafter.

B-2 SEVERABILITY

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

B-3 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 100% of the owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

Patrick S. O’Neill, Managing Member, Pristine Properties, LLC

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

This is to certify, that before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me to be the identical individual(s) described in and who executed the foregoing document in my presence and acknowledged to me that (s)he signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2006.

Notary Public in and for Alaska
My commission expires _____

After recording, return to:
Pristine Properties, LLC
P.O. Box 3091
Soldotna, AK 99669
(907) 262-2750