

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 15th day of June, 1981, by FUTURE INVESTORS, an Alaskan partnership (the "Declarant"). The Declarant is the present owner of Lot Nos. 1-66 of the Silver King Camp, according to Plat No.80-27, Homer Recording District, Third Judicial District, State of Alaska.

The Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value 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 described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Name

1.01. "Association" shall refer to **SILVER KING CAMP ASSOCIATION**, its successors and assigns.

1.02. "Common Area" shall refer to all real property owned by the Association for the common use and enjoyment of the Owners.

1.03. "Declarant" shall refer to **FUTURE INVESTORS**, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant.

1.04. "Lot" shall refer to any plot of land shown upon any recorded subdivision map of the Properties.

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

1.06. "Properties" shall refer to the real property described in the first paragraph of this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

Property Rights

2.01. *Owner's Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area 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) of each class of members agreeing to such dedication or transfer has been recorded.

2.02. *Delegation of Use.* Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family or contract purchasers.

ARTICLE III

Membership and Voting Rights

3.01. *Membership.* Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership on any Lot which is subject to assessment.

3.02. *Voting Rights of Members.* The Association shall have two (2) 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 (1) 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 (1) vote be cast with respect to any Lot.

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On September 1, 1986.

ARTICLE IV

Covenant for Maintenance Assessments

4.01. *Creation of the Lien and Personal Obligation of Assessments.* The Declarant hereby covenants, with respect to each Lot owned by him, and each Owner of any Lot by acceptance of a deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as provided below. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.02. *Purpose of Assessments.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners and for the improvement and maintenance of the Common Area and the Properties.

4.03. *Maximum Annual Assessment.* Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED DOLLARS (\$100) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three percent (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.

4.04. *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, 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.

4.05. *Notice and Quorum for Any Action Authorized Under Sections 4.03 and 4.04.* Written notice of any meeting called for the purpose of taking any action authorized under *Section 4.03 or 4.04* shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of 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 requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.06. *Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

4.07. *Date of Commencement of Annual Assessments, Due Dates.* The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of fifteen (15) Lots by the Declarant. 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 which 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.

4.08. *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 six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

JANUARY 22, 2000 ADDITION

4.08. *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 one and one half percent (1½%) per month on the unpaid balance. If the assessment has not been paid by May 1 of the assessment year, the electric box on the past due lot will be locked. If the assessment has not been paid by June 1 of the assessment year, the Association shall file an assessment lien against the property. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. An Owner may make arrangements with the Board of Directors for periodical payments or other delayed payment structures to delay the above actions of May 1 and June 1, but in all cases, the interest will continue to accrue on the unpaid balance. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of their lot. (Bylaws ARTICLE XI changed to 1½% per month to agree with Article IV, 4.08)

END OF JANUARY 22, 2000 ADDITION THIS SECTION

4.09. *Subordination of the Lien to Mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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 V

Use Restrictions and Easements

5.01. *Land Use.* The Properties including the Common Area are to be used exclusively for recreational purposes and no other use of the Properties is permitted. The following restrictions are designed to ensure that the Properties will be used for appropriate recreational purposes:

- (a) No Lot shall be used as a permanent residence.
- (b) No house, cabin or other human dwelling shall be built upon any Lot.

(c) Outbuildings in the nature of tool or storage sheds may be constructed on the Lot outside of the stall area, but such structures shall not exceed one (1) story, ten (10) feet in height, and two hundred (200) square feet in area.

1983 ADDITION

Restrictions on use. All provisions of the original Covenants recorded for the SILVER KING CAMP in Book 112, Page 761, Homer Recording District, remain in full force and effect except as set forth herein, and are included in this document, and made part of it by reference.

Application. These Covenants and Restrictions shall apply to Lots 1 through 5; 7; 8; 10; 11; 13; 15 through 19; 21; 26 through 30; 49; 50; 51; 54 through 59; 62; 63; 65; and 66, of SILVER KING CAMP, according to plat 80-27, filed in the District Recorders office, at Homer, Alaska.

(a) Out buildings in the nature of tool or storage sheds may be constructed on the premises outside of the stall area; but such structures shall not exceed one story, or ten (10) feet in height, or one hundred (100) square feet in area.

END OF 1983 ADDITION THIS SECTION

1985 ADDITION

Restrictions on use. All provisions of the original Covenants recorded for the SILVER KING CAMP book 112, Page 761, Homer Recording District, and Restrictive Covenants, 1983 addition, remain in full force and effect except as set forth herein, and are included in this document, and made part of it by reference.

Application. These Covenants and Restrictions shall apply to Lots 1 through 90 of Unit II and Lots 1 through 32 of Unit III; of SILVER KING CAMP.

(a) Outbuildings in the nature of storage sheds may be constructed on the premises outside of the stall area, but such structures shall not exceed eight (8) feet in height, or sixty-four (64) feet in total area. Location must be selected with consideration for view from neighboring lots. Design, style, and general appearance must be approved by the Board of Directors.

(b) Easements for the purpose of performing maintenance, improvements, repairs, and for reasonable inspection of any Lot, the Declarant and Association and authorized designees of either will have the right, at reasonable times, to enter upon any Lot, as well as the common area, without fear of legal or equitable remedy against them; including action for trespass. Each owner agrees to permit such access.

END OF 1985 ADDITION THIS SECTION

(d) No camper or other recreational vehicle shall be left on any Lot where it is not in active use; it shall be a violation of this restriction to park a camper or other recreational vehicle in a stall and to leave it there, returning home or going elsewhere, so that the camper or other recreational vehicle is left on the premises for a period exceeding three (3) months during which it is not being actively used and occupied by the Owner or occupant of the Lot.

APRIL 30, 1988 ADDITION

(d) An Owner may leave his camper, trailer or recreational vehicle at the Village during the winter months when no other Owners are expected to be present. The Association, however, has no liability for property or other damage to any Owner's property left at the Village.

END OF APRIL 30, 1988 ADDITION THIS SECTION

(e) No mobile home shall be brought to or installed upon any Lot.

(f) Each stall as shown for each Lot contained in the Properties shall be used only for the parking of a camper, trailer or other completely mobile and self-propelled recreational vehicle; no other area on any Lot shall be cleared and utilized for additional camper or recreational vehicle parking.

(g) Tents may be erected on each Lot but only in conjunction with and during use of the Lot with a camper or other recreational vehicle; at such time as the user leaves the premises to return to his home or other domicile, any and all tents on his Lot shall be taken down and removed or stored.

(h) No camper or other recreational vehicle exceeding forty (40) feet in length or eight (8) feet in width may be placed upon any Lot.

(I) Each Lot is restricted to the use of a single camper or other recreational vehicle but one (1) guest vehicle may be placed on the Lot for a period not longer than three (3) days.

(j) No Lot may be partially or totally enclosed by a fence or other barrier unless approved by the Board of Directors of the Association.

5.02. Sewage Disposal. No human waste disposal facilities, whether sewer, septic tank, outhouse or latrine, shall be constructed or situated on any Lot, unless or until required by applicable law. No sewage disposal facilities shall be located on any Lot or on the Properties other than:

(a) Any public common lavatory facilities as contained and provided for in the plat for the Properties.

(b) Any sewage disposal facilities self-contained in a camper or other recreational vehicle.

5.03. Garbage and Refuse Disposal. Each Lot shall be kept neat and clean and no Owner or occupant of any Lot shall allow trash or debris to accumulate thereon, whether deposited there by himself or another. All garbage cans or garbage collecting facilities shall be covered and remain covered at all times; and no garbage can or other garbage collecting facility shall be left upon any Lot by any user with any garbage remaining therein after said user leaves the premises to return to his residence or other domicile.

5.04. Use of Utilities. Individual water, electrical and sewer hook-ups are prohibited except those approved by the Board of Directors. Lot Owners shall be solely responsible for the operation and maintenance of any approved hook-ups on their individual Lots. All allowable utilities, except for temporary power lines, must be underground. No private structures containing toilets or showers are permitted.

5.05. Construction Materials. Asphalt or concrete products may not be used in the construction of roads, drives or pads with the exception of those roads specifically designated by the Board of Directors.

5.06. Timber Removal. No live tree in excess of three (3) inches in diameter may be removed except for preparation of designated roads or the stall shown on each Lot.

5.07. Prohibition on Commercial Usages. Lot Owners may permit the placement on their Lot of a camper or recreational vehicle owned by family members or friends but are prohibited from renting or in any other way putting to commercial use their Lot.

5.08. Fire Control. No Lot Owner or occupant of a Lot shall leave a fire unattended at any time. Electrical generators may not be used on any Lot.

APRIL 30, 1988 ADDITION

5.08 Fire Control. No Lot Owner or occupant of a Lot shall leave a fire unattended at any time. Electrical generators may not be used on any lot except during periods of utility power outages, and further restricted to those times when their operation would not be detrimental to the enjoyment of the Village by other Owners.

END OF APRIL 30, 1988 ADDITION THIS SECTION

5.09. Speed Limit. The maximum speed limit for all vehicles within the Properties is ten (10) miles per hour.

5.10. Heaters and Dehumidifiers. No electrical heaters or heat lamps may be left on any Lot which is not presently in use, nor may dehumidifiers be left running in any camper or recreational vehicle not presently occupied.

5.11. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot Owners. The following activities shall be regarded as nuisances and are accordingly prohibited.

(a) No firearms, explosives or fireworks may be discharged and no arrows may be shot on the properties.

(b) No camper, recreational vehicle or other motorized vehicle may be parked on any access roads within the Properties.

5.12. *Animals and Household Pets.* No animals whatsoever shall be kept on the Properties except household pets. No animals shall be left while the Owner or occupant of a Lot has left the Lot to return to his residence or other domicile.

1983 ADDITION

Application. These Covenants and Restrictions shall apply to Lots 1 through 5; 7; 8;10; 11; 13; 15 through 19; 21; 26 through 30; 49; 50; 51; 54 through 59; 62; 63; 65; and 66, of SILVER KING CAMP, according to plat 80-27, filed in the District Recorders office, at Homer, Alaska.

5.12. No animals whatsoever shall be kept on said premises except household pets. No animals shall be left unattended while the Owner or occupier is absent from the Lot longer than six (6) hours.

(a) No person shall keep, maintain or permit on any Lot set forth above, any pets which by any sound or cry shall disturb the peace and comfort of any neighbor or interfere with any persons reasonable and comfortable enjoyment of the park or an individual Lot.

(b) No person shall allow any pet to be or remain at large. At large is defined as being off the premises of the Owner or keeper and not in the company of and under the control of said Owner or keeper by leash, cord or chain.

(c) An animal is not considered to be at large when under competent voice control while actively engaged in an activity which requires that the animal not be physically restrained.

END OF 1983 ADDITION THIS SECTION

5.13. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot.

5.14. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except signs used by the Declarant to advertise the Properties during the sales period.

APRIL 30, 1988 ADDITION

5.14 *Signs.* No signs of any kind shall be displayed to the public view on any Lot except signs used by the Declarant to advertise the Properties during the sales period or to identify the name of the Lot Owner. Name signs shall be constructed of wood, using routed or raised lettering, and shall be limited to a maximum size of twelve by twenty-four inches (12 " x 24").

END OF APRIL 30, 1988 ADDITION THIS SECTION

5.15. *Incompatible Uses.* Notwithstanding the above, no condition shall be allowed to exist on any Lot which is incompatible with the recreational use of the Properties, as such is set forth above, or any unsightly condition, whether created by the Owner or another person, or whether such condition has to do with the camper or recreational vehicle in use on the Lot or with the Lot or the structures upon said Lot.

**ARTICLE VI
General Provisions**

6.01. *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.

· 6.02. *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.

6.03. *Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote of at least two-thirds (2/3) of the votes which may be cast by members of the Association. Any amendment must be recorded.

6.04. *Annexation.* Additional property may be annexed to the Properties with the sole consent of the Declarant as long as the Declarant owns at least one Lot in the Properties, and thereafter with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 15th day of June, 1981.

FUTURE INVESTORS

By _____
H.V. kyllonen

STATE OF ALASKA)
 : ss
THIRD JUDICIAL DISTRICT)

I, the undersigned, hereby certify that on this 15th day of June, 1981, personally appeared before me, H.V. KYLLONEN, to me known and known to me to be the individual described in and who executed the within instrument, and acknowledged that he signed the same freely and voluntarily as his act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of June, 1981, at Homer, Alaska.

Barbara J. Elmquist
Notary Public in and for the State of Alaska, residing
at Homer, Alaska
My commission expires: 10-9-84

MARCH 31, 1999 ADDITION

IN WITNESS WHEREOF, the undersigned, being the Officers of the Board of Directors, herein, has hereunto set their hands this _____ day of _____, 199 _____.

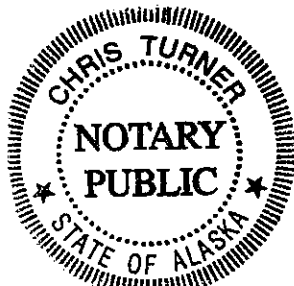
Alfred Mead Alfred Mead President
Charles Duncan Charles Duncan Vice President
Doug Bartlett Doug Bartlett Secretary
Dale L. Marks Dale L. Marks Treasurer

STATE OF ALASKA)
 : ss
THIRD JUDICIAL DISTRICT)

I, the undersigned, hereby certify that on this 22 day of January ²⁰⁰⁰~~1999~~, personally appeared before me, Alfred Mead, Charles Duncan, Doug Bartlett, and Dale L. Marks, to me known and known to me to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same freely and voluntarily as their act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22 day of January ²⁰⁰⁰~~1980~~ at Anchorage, Alaska.

Chris Turner
Notary Public in and for the State of Alaska, residing
at Eagle River
My commission expires: _____
My Commission Expires
September 5, 2002



END OF MARCH 31, 1999 ADDITION THIS SECTION

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HOMER
RECORDING DISTRICT

2000 APR 17 P 1:29 '03
REQUESTED BY Duncan