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**CONDITIONS, COVENANTS AND RESTRICTIONS  
OF  
COASTAL VISTA SUBDIVISION**

**Preamble**

The purpose of these covenants is to assure that property owners will be fully protected from poor quality surroundings and be assured of pleasant, sanitary and safe sites on which to erect and maintain their homes and thereby secure to each site owner the full benefit and enjoyment of their investment.

These covenants apply to Lots Two through Fifteen in the Coastal Vista Subdivision according to Plat No. 95-24 in the Homer Recording District, Third Judicial District, State of Alaska.

**1. Land Use and Building Type:**

The property herein described is being developed primarily as a residential subdivision. Each lot may be developed with a maximum of one single-family residence with appropriate and customary outbuildings such as garages, shops, and storage sheds. No lot may be further subdivided.

All homes must be built with a minimum of one-thousand (1,000) square feet of living space with at least six hundred forty (640) square feet on the lower level.

Home-occupation businesses are allowed. No commercial activity shall create a visual, traffic, or noise nuisance for the other property owners. No sign visible from Coastal Vista Circle shall be larger than eight (8) square feet in size. No flashing or moving signs are permitted.

Mobile homes and trailers are not allowed except as provided for under "Temporary Structures" below. Newly manufactured modular homes erected on a permanent foundation are permitted.

**2. Building Restrictions:**

All structures shall be constructed and finished in a manner aesthetically pleasing to and harmonious with the general neighborhood. All outbuildings shall conform to the appearance and quality of the main residence. No building shall be constructed nearer than twenty (20) feet from any lot line. All buildings shall be kept in good repair and shall be finished on the exterior with a finish-grade material within twelve (12) months of beginning construction.

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No fence, wall or structure shall be erected or placed on any lot which will impede the natural view or access to the sun available to adjacent land owners. No structure shall exceed 25' in height.

**3. Nuisances:**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No dog kennels, auto or equipment repair shops, or any other noisome, noxious or offensive activity is permitted. The burning of coal is prohibited.

There shall be no storage or retention of partially dismantled vehicles, junked or inoperable vehicles or equipment on the property described therein.

**4. Livestock and Poultry:**

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. No animals, livestock or poultry of any kind shall be kept on any lot which are a nuisance or which deny or interfere with the peace and tranquility of any owner within the subdivision.

**5. Temporary Structures:**

No temporary structure of any kind is allowed as a permanent dwelling. A temporary structure may be used for a maximum period of twelve (12) months during construction of the main residence.

Recreational Vehicles, trailers, and other equipment shall not be stored within the 20' building setback areas along boundary lines.

**6. Garbage and Refuse Disposal:**

No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except in a clean and sanitary container.

**7. Water Supply:**

All individual water supply systems shall be located, installed, and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation, or its successors.

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**8. Sewage disposal:**

All individual sewage disposal systems shall be located, installed, and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation, or its successors.

**9. Utilities:**

Electric and telephone utilities shall be installed underground.

**10. Maintenance of Roads:**

The developers of Coastal Vista Subdivision are not responsible for the maintenance of the subdivision road, Coastal Vista Circle. Maintenance of the road shall be at the discretion of lot owners, either individually or through cooperative effort. No road maintenance or repair effort shall be done in a manner that negatively impacts the quality of access to any lot or in any way devalues any lot.

**11. Standing Timber:**

To maintain the setting and aesthetic value of Coastal Vista Subdivision, no standing timber shall be removed except that which is necessary and reasonable to clear for dwellings and other buildings, driveway access, or to remove hazardous and dangerous trees. Owners of lots fronting on the Sterling Highway may not remove trees or brush within fifty (50) feet of the eastern lot boundary.

**12. General Provisions:**

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

**Amendment:** This Declaration may be amended during the first twenty-five (25) year period by an instrument signed and recorded by not less than seventy-five percent (75%) of the owners in the Coastal Vista Subdivision.

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**Enforcement:** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and such actions may be brought by the owner or owners of record of any lot in the subdivision.

**Severability:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Attorney's Fees:** In the event an action shall be brought to enforce any provision hereof, the prevailing party shall be entitled to its reasonable attorneys fees.

DATED this 16th day of April, 1997.

Emmitt D. Trimble  
Emmitt D. Trimble

Mary E. Trimble  
Mary E. Trimble

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss.

Subscribed and sworn to before me this 16th day of April, 1997.

Lucinda M Eckert

Notary Public  
My Commission Expires: 3-5-98

97-1222

RETURN TO:  
Emmitt D. Trimble  
PO Box 193  
Anchor Point, Ak 99556

RECORDED - FILE 24 - CC
Homer REC. DIV.
DATE: <u>4/18</u> 19 <u>97</u>
TIME: <u>9:05</u> A.M.
RECORDED BY: <u>KBT</u>

