

CONDITIONS, COVENANTS AND RESTRICTIONS  
OF  
COASTAL MEADOWS 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 all lots in the Coastal Meadows Subdivision, with the exception of Lots Fourteen, Fifteen, Sixteen and Seventeen, according to Plat No. 97-66 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 garage, shop, or storage shed. No lot may be further subdivided.

Lots One, Two, Three, Four, and Five may have up to six guest cottages each. Lots Six, Seven, and Eight may have up to three guest cottages each. No guest cottages are allowed on Lot Eleven or Lot Twelve.

In-home businesses are allowed, with the exception of those businesses requiring the on-site use or storage of heavy equipment or multiple vehicles, such as construction contracting, logging, or Recreational Vehicle parks, however, home offices for such businesses are allowed. No such activity shall create a visual, traffic, or noise nuisance for the other property owners.

Fishing guide or charter businesses may be operated only on Lots One, Two, Three, Four, Five, Six, Nine, and Ten under the following conditions:

- A. On Lots One through Five: no more than two trailerable boats 23 feet to 32 feet in length and three trailerable boats 22 feet or less in length may be stored on or operated from the property.

- B. On Lots Six, Nine, and Ten no more than one boat 23 feet to 32 feet in length and three boats 22 feet or less in length may be stored on or operated from the property.
- C. All charter fishing operations must dispose of fish cleaning waste in a manner approved by Alaska Department of Environmental Conservation and no charter operation shall create a sight, odor, or noise nuisance for other property owners.
- D. No charter fishing businesses may be operated from lots Seven, Eight, Eleven, and Twelve, however a maximum of one recreational or personal use trailerable boat 23 feet to 28 feet in length and one 22 feet or less in length are allowed.

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, and harmonious with other construction in the subdivision. Any outbuilding shall conform to the appearance and quality of the main residence. 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.

No building shall be constructed nearer than twenty (20) feet from any lot line.

No guest cottage shall be larger than 750 square feet.

No fence, wall or landscaping shall be erected or placed on any lot which will unreasonably obstruct the natural view available to adjacent land owners.

## 3. Nuisances:

No noxious or offensive activity shall be engaged in upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the other lot owners. No dog kennels or lots, 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 herein.

**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. Temporary structures including Recreational trailers and vehicles may be used as a dwelling for a maximum period of twelve (12) consecutive months during construction of the main residence. A guest cottage no larger than 750 square feet may be utilized as a vacation or second home on those lots where allowed, in anticipation of the construction of a permanent residence.

Recreational vehicles, utility trailers, and other equipment shall not be stored within the twenty (20) foot building setback.

**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.

**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. Timber and Gravel:**

To maintain the setting and aesthetic value of Coastal Meadows 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, or dead trees. Owners of lots fronting on the Sterling Highway may not remove trees or brush within fifty (50) feet of the eastern lot boundary. Gravel may not be extracted and removed from the property. Only excavation necessary for construction or landscaping is allowed.

**11. 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 (75) percent of the owners in the Coastal Meadows Subdivision.

**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 attorney's fees.

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DATED this 13<sup>th</sup> day of November, 1997.

Emmitt D. Trimble  
Emmitt D. Trimble

Mary E. Trimble  
Mary E. Trimble

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

Acknowledged  
Subscribed and sworn to before me this 13<sup>th</sup> day of November  
1997, by EMMITT D. TRIMBLE AND MARY E. TRIMBLE.

ss. November

Lucinda McCall  
Notary Public for Alaska  
My Commission Expires: 3-5-98



Return To:  
Emmitt and Mary Trimble  
PO Box 193  
Anchor Point, AK 99556

97-4214

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DISTRICT  
REJECTED BY KBT

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