

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS SUBDIVISION

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## PREAMBLE

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS SUBDIVISION (“**Declaration**”) is adopted this 26th day of August, 2021, by **STS Development, LLC**, an Alaska limited liability company, whose address is *14314 Hancock Lane, Anchorage, Alaska 99515* (“the **Declarant**”), as the owner of all lots situated within THE MEADOWS SUBDIVISION, as more fully described as follows:

Lots 1-44, THE MEADOWS SUBDIVISION, according to Plat #2021-16, Homer Recording District, Third Judicial District, State of Alaska,

herein referred to as “the **Subdivision**.”

**1. EFFECTIVE DATE AND SCOPE.** This Declaration shall become effective upon recording and remain in effect until such time that it has been terminated in a manner consistent with its terms, or as otherwise provided by law. It shall govern all lots within the Subdivision.

**2. PURPOSE.** This Declaration is intended to regulate development and use of lots within the Subdivision so as to prevent nuisances; preserve the beauty of the area; protect property values; and ensure that lot owners enjoy a safe and pleasant setting in which to build and maintain their homes and businesses.

**3. PROPERTY OWNERS ASSOCIATION.** Each lot owner shall be a member of The Meadows Property Owners Association, Inc. (“the **Association**”), and will be deemed to have approved this Declaration and the Association’s bylaws upon taking title. Membership shall automatically pass to the new owner upon the sale or other transfer of a lot.

The Declarant shall appoint the persons to serve on the Board of Directors of the Association (“the Board”) until such time that 75% of the lots have been transferred from original ownership. Within one year of such transfer, the Board shall hold an organizational meeting of Association members at which time an open election of directors will be held, the bylaws (as then existing) either ratified or amended, and other Association business addressed. Commencing with the organizational meeting, each lot will be entitled to one vote on matters submitted to the Association membership for consideration. Prior to that time, all Association matters shall be controlled by the Board.

**4. MIXED USE.** The Subdivision is intended to accommodate both residential and commercial usage. Residential use shall include single family residences, duplexes, and multiple family dwellings, including condominiums (commercial or residential). Prior to the time a lot is sold to the first purchaser, the Declarant shall file an amendment to the Declaration designating the lot as “Commercial,” “Residential,” or “Mixed Use”. The amendment may also restrict the type of residential or commercial use permitted on the lot. Development and use of the lot shall be consistent with such designation and restrictions, which shall “run with the land” and bind future owners of the lot, subject to the following exception: a lot owner may petition the Board to amend the designated use of a lot owned by such lot owner. If the petition is granted, the Board shall record an amendment to the Declaration reflecting any amended designation or restriction.

**5. CONSTRUCTION.**

a) **Permitted Structures.** The location, footprint and exterior design of any building that exceeds five hundred square feet (500 sq. ft.) (a "primary building") on any lot must be approved in advance by the Board. Each lot may also contain customary accessory buildings such as garages, shops, guesthouses, and sheds, provided that they are coordinated with the primary building(s) on the lot in style and color.

b) **Completion.** All structures erected on a lot must be externally finished within 18 months from the date construction commences, with final completion within 24 months of such commencement.

c) **Code Compliance.** All structures erected on a lot must rest on a permanent foundation and otherwise comply with all applicable governmental laws and requirements.

d) **Drainage.** All driveways and walkways shall conform to the natural drainage pattern of the lot. Culverts shall be installed and maintained, as appropriate, to facilitate drainage. Any alteration of the natural drainage pattern shall be completed and maintained so as to minimize the impact on adjacent lots and rights-of-way.

e) **Off-Street Parking.** Each lot shall provide adequate off-street parking so as to keep rights-of-way clear of parked cars.

f) **Roofs and Siding.** All roofing materials shall be non-reflective and muted in color. Rooftop solar panels are permitted. All siding must be finish-grade and earth-tone or neutral in color.

g) **Exterior Lighting.** Exterior lighting shall be positioned so as to avoid creating a nuisance to neighboring lot owners. Wide-area yard lights are prohibited.

h) **Measurements.** Setbacks, heights, and other distances established or referenced in this Declaration shall be measured consistent with the methodology used in the City of Homer zoning ordinances, irrespective of whether such ordinances are otherwise applicable to the Subdivision.

**6. TEMPORARY STRUCTURES.** No temporary living quarters such as mobile homes, army or Quonset huts, tents, yurts, house trailers, and the like may be erected or placed on a lot. Recreational Vehicles and travel trailers are permitted so long as they are not used as living quarters, except by guests for a period not to exceed 90 cumulative days per year.

**7. UTILITIES AND EASEMENTS.** All utility lines within the Subdivision shall be buried. Easements for the installation and maintenance of utilities are reserved as shown on the subdivision plat and are subject to applicable utility company policies. All, water, sewer, and other utility installations and connections shall be accomplished consistent with applicable requirements.

**8. VIEW OBSTRUCTIONS.** No structure, vegetation, or other obstruction shall be erected, planted, or maintained upon any lot at a location or at a height that unreasonably obstructs the view from any other lot, subject to the following special conditions:

- a) Any structure erected within the designated building site on a lot shall not constitute a view obstruction so long as its height does not exceed 35 feet.
- b) Windmills and wind turbines are prohibited.
- c) Trees and other vegetation on the offending lot shall not constitute a view obstruction if they were in existence at the time that the owner of the impacted lot acquired title, even if they have since grown in height.
- d) Fences shall not constitute a view obstruction so long as they do not exceed 6 feet in height.

**9. COMMERCIAL ACTIVITY.** Commercial activity on lots designated as “*Residential*” in the Declaration shall be limited to home occupations and bed and breakfast facilities, as such usages are defined and restricted by the City of Homer zoning ordinances, irrespective of whether such ordinances are otherwise applicable to the Subdivision. Associated signage shall be regulated by reference to the same ordinances. Renting or leasing out a home by the lot owner is not considered a commercial activity.

Commercial activity on any lot designated in the Declaration as “*Commercial*” or “*Mixed Use*” is permitted, subject to the following special conditions:

- a) The activity shall be consistent with applicable law.
- b) The activity may not violate any restrictions set forth in the Declaration.
- c) Adequate off-street parking shall be provided;
- d) The activity may not generate excessive traffic, loud noises, noxious odors, or toxic waste products.

e) Except as otherwise indicated in the Declaration, business signage shall be limited to a single sign per business, no larger than 4' x 6', which must be attached to the building housing the business.

f) The activity must be otherwise consistent with a mixed-use subdivision.

While not limiting the generality of the forgoing, the following uses or activities are prohibited: junk and impound yards; the commercial raising, kenneling or breeding of animals; and heavy commercial and industrial uses such as manufacturing, processing, assembly, packaging, or treatment of products.

**10. ANIMALS.** No more than two (2) dogs, two (2) cats and up to twelve (12) laying hens are permitted per lot. If a condominium project is created on a lot, the foregoing restriction shall be applied on a "per unit" basis. The keeping of roosters, livestock, goats, swine, horses, fowl, alpacas, llamas, and similar animals is prohibited. Permitted animals must be properly cared for and restrained within the lot. Animals may not create a nuisance to other lot owners.

**11. AESTHETICS.** Lots shall be maintained in a neat and orderly manner. No lot may be used as a dumping ground. Rubbish, trash, garbage, and other waste materials shall be stored and disposed of properly. All trash bins, incinerators, and other equipment used for storing or disposing waste must be maintained in a clean and sanitary condition. Dismantled, inoperable, or junk vehicles and equipment, and other items that create an eyesore, may not be stored outdoors. Boats, snow machines, ATVs, functioning equipment and machinery, fishing gear, and similar items shall be stored in a garage or accessory building or otherwise screened from view.

**12. NUISANCES.** No activity shall be conducted on a lot which is illegal, invasive, constitutes a nuisance, or otherwise unreasonably interferes with another lot owner's peaceful enjoyment of his or her property. Commercial activity on a lot which is designated as "Commercial" in the Declaration shall not, in itself, constitute a nuisance, so long as the activity does not violate any restrictions set forth in the Declaration.

**13. SIGNAGE.** Except for permitted business signage referenced above, and except for monument signs displaying the name of a condominium project on a lot, no signs, posters, displays, or other advertising devices (commercial, political, or otherwise) shall be erected or maintained on any lot.

**14. RESUBDIVISION.** No lot may be resubdivided. Notwithstanding the foregoing, if a condominium project is created on a lot, the lot may be divided into multiple condominium units, and the boundaries of such units may be relocated as provided in the declaration governing such condominium project.

**15. ASSESSMENTS.** From time to time, the Board shall establish and levy general and special assessments to cover the expense of snow removal, maintenance and repair of rights-of-way, capital repairs, insurance, and other common expenses of the Association. Such assessments shall be calculated on an equal basis per lot, regardless of lot size. If a condominium project is created on a

lot, the association of unit owners of such condominium project shall be deemed to the lot owner responsible for paying the assessments due from such lot. Until such time that the Board acts, the general assessment shall be \$250 per year for each lot. Payment will be due on or before February 1<sup>st</sup> of each year. Any assessment not paid within 30 days of its due date shall be in default and bear interest at the legal rate. The annual average liability for assessments against a lot shall not exceed the maximum amount permitted under AS 34.08.030, exclusive of optional user fees and insurance premiums, as adjusted under AS 34.08.820.

Each lot owner is personally liable for the entire amount of all assessments and associated interest levied against such owner's lot, together with reasonable costs and fees incurred in collection efforts by the Association. In addition, unpaid assessments, interest, and collection costs and fees shall act as a lien against the defaulting owner's lot. Such lien shall be subordinate to any first mortgage or deed of trust recorded against the defaulting lot. The Association may bring a civil action against any defaulting owner to collect all sums due, or, in the alternative, foreclose upon the lien against the lot and (as appropriate) recover any remaining deficiency, to the extent permitted by applicable law. Notwithstanding the foregoing, if a condominium project is created on a lot, the Association's sole remedy shall be a civil action against the association of unit owners of such condominium project to collect all sums due.

The sale or transfer of the defaulting owner's lot shall not affect such owner's personal liability for sums due the Association or the corresponding lien against the lot. However, the sale or transfer of any lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a first mortgage or deed of trust against the lot shall extinguish the assessment lien as to payments that became due prior to such sale or transfer.

**16. ENFORCEMENT.** Suspected violations of this Declaration shall first be submitted to the Board for resolution, according to procedures set forth in the bylaws. In the absence of a complaining party, the Board may investigate suspected violations of this Declaration.

In the event the Board does not exist, fails to exercise jurisdiction over the matter within 30 days of being notified of the suspected violation, or fails to resolve the matter within 90 days of such notification, then any aggrieved lot owner or other person holding an ownership interest in a lot shall have the right to enforce, by an action or proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. The relief sought in such action or proceeding may include an injunction to prevent or abate a violation, as well as an award of damages. The prevailing party in such action or proceeding shall be entitled to recover court costs and reasonable actual attorney fees

The Association may opt to initiate legal proceedings itself and pursue the same forms of relief. However, neither the Declarant nor the Association is obligated to take any action to enforce this Declaration. Past failure to enforce any provision shall not constitute a waiver of the right to enforce that same provision later.

**17. SEVERABILITY.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity of any one such provision shall not affect the validity or enforceability of any other.

**18. OTHER ASSOCIATIONS.** In the event a condominium is created on one or more lots within the Subdivision, any associated declaration, bylaws, or other governing document may be more restrictive than this Declaration but not less restrictive.

**19. TERMINATION AND AMENDMENT.** Except as provided in Section 4, this Declaration may be terminated or amended only by the affirmative vote of the lot owners of 75% of the lots, with each lot entitled to one vote. The termination or amendment shall become effective only after the requisite number of signatures has been obtained and the appropriate instrument properly recorded.

IN WITNESS WHEREOF, this Declaration was executed on the day and year first above written.

*[DECLARANT SIGNATURE AND NOTARY ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE]*

**DECLARANT: STS DEVELOPMENT, LLC, an Alaska Limited Liability Company**

**By:** *RIISING SUN DEVELOPMENT, LLC, an Alaska  
limited liability company*  
**Its:** *Member*

By: Ann Slabaugh  
Its: Member

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared **ANN SLABAUGH**, the **SOLE MEMBER** of **RISEING SUN DEVELOPMENT, LLC** the **MEMBER** of **STS DEVELOPMENT, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and she acknowledged to me that she signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

WITNESS my hand and official seal on the day and year in this certificate first above written.

Notary Public in and for Alaska  
My Commission Expires:

**AFTER RECORDING, RETURN TO:**

STS Development, LLC  
14314 Hancock Lane  
Anchorage, Alaska 99515