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2007-055202-0

Recording Dist: 301 - Anchorage

8/28/2007 2:52 PM Pages: 1 of 24



AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RESOLUTION POINTE SUBDIVISION

AFTER RECORDATION, RETURN TO:

Law Offices of James H. McCollum, LLC
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Anchorage, Alaska 99501-1959

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AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RESOLUTION POINTE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION, made this 26th day of September, 2006, by RESOLUTION POINTE HOMEOWNERS ASSOCIATION, INC. ("Association"),

WITNESSETH:

WHEREAS, the Members of the Association have voted to amend and restate the Declaration of Resolution Pointe Subdivision which was recorded on February 1, 1983, in Book 843, at Page 185 thru 198, and amended by amendment dated February 22, 1985, and recorded February 25, 1985, in Book 1231, at Page 810 thru 814, in the Anchorage Recording District, Third Judicial District, State of Alaska ("Original Declaration").

WHEREAS, the Original Declaration submitted the following described real property to its covenants, conditions and restrictions:

**RESOLUTION POINTE according to Plat 82-302 recorded on the
22nd day of September 1982 in the Anchorage Recording District,
Third Judicial District, State of Alaska.**

WHEREAS, a portion of the property within Plat 82-302 was replatted in Plat 86-53, records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, it is desired that Tract C-1 of Plat 86-53, records of the Anchorage Recording District, Third Judicial District, State of Alaska, be removed from the property governed by this Amended and Restated Declaration; and

WHEREAS, the Association wishes to describe the Lots now governed by this Amended and Restated Declaration; and

WHEREAS, the Association wishes to impose certain covenants, conditions and restrictions upon the Property for its orderly development, maintenance and preservation and to promote the health, safety and welfare of the residents residing therein.

NOW, THEREFORE, the Original Declaration for Resolution Pointe Subdivision is hereby amended and restated in its entirety as follows:



ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Resolution Pointe Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Elements" shall mean all real or personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to Hickel Investment Company, Inc., and its successors and assigns.

Section 4. "Improved Lot" shall mean any Lot with a Home suitable for occupancy.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property.

Section 6. "Home" shall mean the single building permitted on a Lot that is intended for use as a Home.

Section 7. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including vendees under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall further include one (1) or more persons or entities who are purchasing pursuant to an installment or land sales contract and who will not be entitled to receive fee simple title of record until they have performed the terms of said installment or land sales contract (hereinafter referred to as "land sale contract" and/or "land sale contract purchaser").

Section 8. "Property" shall mean and refer to that certain real property described in Exhibit A hereto, and such additions hereto as may hereafter be brought within the jurisdiction of the Association by the development of subsequent phases or replats of the Resolution Pointe Subdivision.

Section 9. "Unimproved Lot" shall mean any Lot without a Home suitable for occupancy.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to regulations and assessment by the Association shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, the ownership of a Lot.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership; this class shall consist of each Owner of record. Each Owner shall be entitled to one vote for each and every Lot owned by said Owner. A total of the undefined fee interest in any given Lot shall constitute one Owner for purposes of voting. When more than one person owns a portion of the

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interest in a Lot required for membership, each such person shall be a Member and 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. The Association shall not be required to recognize the vote or written assent of any such co-Owner except the vote or written assent of the co-Owner designated in a writing executed by all of such co-Owners and delivered to the Association. All voting rights shall be subject to restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules.

Section 3. Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred to the transferee of the interest of an Owner required for membership. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner. Members who sell their Lot or any interest therein and transferees shall immediately notify the Association in writing of the transfer and provide to the Association a copy of the deed used to transfer ownership which copy shall reflect recording information.

Section 4. Approval of Members. Unless elsewhere otherwise specifically provided in this Amended and Restated Declaration or the Bylaws, any provision of this Amended and Restated Declaration or the Bylaws which requires the vote or written assent of a specified percentage of the voting power of the Association or any class or classes of membership shall be deemed satisfied by the following:

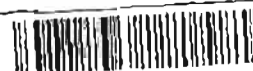
(a) The vote of the specified percentage at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members. Such percentage must include the specified number of all Members entitled to vote at such meeting and not such a percentage of those Members present;

(b) Written consents signed by the specified percentage of Members as provided in the Bylaws.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, and each Owner who is purchasing pursuant to a land sales contract, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges; and, (ii) special assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment fell due. Such personal obligations shall not pass to his successors in title unless expressly assumed by them.



Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the Owners, and for the construction, improvement and maintenance of signage, fencing and landscaping located on Common Element easement areas, and other property of the Association as described on Exhibit B hereto.

Section 3. Amount of Assessments. The assessments shall be levied by the Board of Directors in accordance with Section 1, Article IV of the Bylaws of the Association.

Section 4. Uniform Rate of Assessment. Each Lot shall be assessed an equal assessment except that Unimproved Lots shall be assessed a reduced assessment that is not less than one-half (1/2) of the assessment against other Improved Lots. The Board of Directors shall make the decision as to the assessment for Unimproved Lots. The assessment for Unimproved Lots shall be made by the Board of Directors based on its decision, in its sole and unfettered discretion, which shall not be subject to challenge.

Section 5. Date of Commencement of Assessments; Due Dates. All the common expenses of the Association shall be paid by Declarant until a date that is six (6) months after the date that the Declarant gives notice to the Association that the Declarant shall no longer pay the common expenses of the Association. Thereafter, assessments shall commence as to all Lots. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of all annual and special assessments in accordance with Article V of the Bylaws. The obligation to pay the assessments is the personal obligation of each Lot Owner.

The Board of Directors shall fix the amount of all annual and special assessments in accordance with Article V of the Bylaws.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to a foreclosure or other proceeding in lieu thereof, of any first mortgage or deed of trust shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but not as to any assessments thereafter becoming due.

Section 7. No Right of Offset. All assessments shall be payable in the amount specified by the assessment and no offsets against such amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Amended and Restated Declaration, the Articles or the Bylaws.

Section 8. Delinquency. Any assessment provided for in this Amended and Restated Declaration which is not paid when due shall be delinquent on said date (the "delinquency date"). If any such assessment is not paid within fifteen (15) days after the delinquency date, a late charge to be determined by the Board of Directors shall be levied and the assessment shall bear interest from the delinquency date at a rate established by the Board of Directors not to exceed usury rates in effect. The Association may, at its option, and without waiving the right to judicially foreclose its lien against the Lot, pursue any available remedies, including, without limitation, bringing an action at law against the Owner personally obligated to pay the same, and/or compliance with the notice provisions set forth in the Section entitled "Claim of Lien" of this Article to foreclose the lien against



the Lot. If action is commenced, there shall be added to the amount of such assessment the late charge, interest, the costs of such action, and attorneys' fees incurred in connection with such action; and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

Section 9. Claim of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the Recorder for the recording district in which the Property is located; said claim of lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed which shall include interest on the unpaid assessment at the rate specified herein above, a late charge established from time to time by resolution of the Board of Directors, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien, and the name and address of the claimant.

Section 10. Foreclosure Sale. Said assessment lien may be enforced by sale by the Association, its attorney or any other person authorized by the Board of Directors to make the sale after failure of the Owner to make the payments specified in the claim of lien within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the provisions of Section 09.45.680 et seq. of the Alaska Statutes as said statutes may from time to time be amended, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot, using Association funds, or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

Section 11. Curing of Default. Upon the timely payment or other satisfaction of: (a) all delinquent assessments specified in the claim of lien, (b) all other assessments which have become due and payable with respect to the Lot as to which such notice of claim of lien was recorded, and (c) interest, late charges, attorneys' fees and other costs of collection pursuant to this Amended and Restated Declaration and the notice of claim of lien which have accrued, officers of the Association or any other persons designated by the Board of Directors are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a reasonable fee, to be determined by the Board of Directors, to cover the costs of preparing and filing or recording such release.

ARTICLE IV

MAINTENANCE

Section 1. Repair and Maintenance by Owner. Except as the Association shall be obligated to maintain and repair as may be provided in this Amended and Restated Declaration, every Owner shall:

- (a) maintain the exterior of his Home, including walls, fences, outbuildings and any other improvements in good condition and repair; and



(b) install and thereafter maintain in attractive condition the approved landscaping.

Section 2. Right of Association to Maintain and Install. In the event that an Owner fails to accomplish any maintenance or repair required by this Article, the Association or its delegates may, but shall not be obligated to, cause such maintenance and installation to be accomplished as hereinafter set forth.

(a) Upon finding by the Board of Directors of a deficiency in such maintenance or installation, the Board of Directors shall give notice of deficiency to the Owner which shall briefly describe the deficiency and set a date for hearing before the Board of Directors or a committee selected by the Board of Directors for such purposes. The Board of Directors may delegate its powers under this subsection to a duly appointed committee of the Association.

(b) Such hearing shall be held not less than ten (10) or more than thirty (30) days from the date of said notice.

(c) Such hearing shall be conducted according to such reasonable rules and procedures as the Board of Directors shall adopt which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine any person offering at such hearing evidence adverse to such Owner. If the Board of Directors or any such committee renders a decision against the Owner, it shall further set a date by which the deficiency is to be corrected by the Owner. A decision of such committee may be appealed to the Board of Directors, but a decision of the Board of Directors shall be final.

(d) If the deficiency continues to exist after the time limitation imposed by a final decision of the Board of Directors or any such committee, the Board of Directors or such committee may cause such maintenance or installation to be accomplished.

(e) In the event the Board of Directors or such committee elects to cause such maintenance or installation to be accomplished, the following shall apply:

(i) The Owner shall have no more than ten (10) days following the receipt thereby of written notice of such election from the Board of Directors or such committee to select a day or days upon which such maintenance or installation work shall be accomplished;

(ii) The date which said Owner selects shall be not less than fifteen (15) days nor more than forty-five (45) days following the last day of said ten (10) day period;

(iii) If said Owner does not select such day or days within said ten (10) day period, the Board of Directors or such committee may select a day or days upon which such work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of said ten (10) day period; and



(iv) Unless the Owner and the Board of Directors otherwise agree, such maintenance or installation shall take place only during the hours of 8:00 a.m. to 5:00 p.m. on any day, Monday through Friday, excluding holidays.

(f) If the Association pays for all or any portion of such maintenance or installation, such amount shall be a Special Assessment to the affected Owner and Home.

Section 3. Standards for Maintenance and Installation.

(a) Maintenance of the exterior of the Homes, walls, fences, outbuildings, and other improvements shall be accomplished in accordance with the Design Review Standards and, if required by the Design Review Standards, only after approval of the Design Control Committee ("DCC"); and

(b) All portions of the front yard of a Home which are unimproved shall be landscaped by the Owner thereof on or before a date twelve (12) months from the completion of such Home by a builder. Thereafter, such landscaping shall be maintained by the Owner in an attractive condition according to any rules promulgated by the Board of Directors

(c) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining Property.

Section 4. Right of Entry. The Association shall have the right to enter upon any Lot in connection with any maintenance, repair or construction in the exercise of the powers and duties of the Association.

ARTICLE V

USE RESTRICTIONS

Section 1. Single-Family Home. All Lots shall only be used for Home purposes.

Section 2. Commercial Use. No part of a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any other commercial purposes. Notwithstanding the foregoing, a Home business which does not cause a noticeable increase in vehicular traffic or on street parking may be operated from within a Home, provided that the conduct of such Home business is in compliance with all other provisions of this Amended and Restated Declaration. In such case there shall be no signs or other evidence of the existence of the business visible outside the Home.

Section 3. Leases. Any agreement for the leasing or rental of a Lot (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Amended and Restated Declaration, the Articles, the Bylaws and the Association Rules. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by such Owner's lessee with this Amended and Restated Declaration, the Articles, the Bylaws and the Association Rules. No Home or any portion thereof shall be leased for transient, bed and breakfast, or hotel purposes, which shall be defined as rental for any period less than thirty (30) days



or any rental whatsoever, or if the occupants of the Home are provided any customary hotel services such as meals, maid service, and furnishing laundry and linens. The Owner shall provide to the lessee a copy of this Amended and Restated Declaration and any amendments thereto, a copy of the Bylaws of the Association and a copy of the current rules of the Association, if any. The Owner shall provide the Association with a copy of the lease prior to occupancy by the lessee.

Section 4. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property except such signs as may be used by Declarant or its sales agents in connection with the development of the Property and sale of the Lot; provided, however, that an Owner may display on his or her Lot, a sign advertising its sale or lease so long as such sign shall comply with any customary and reasonable standards promulgated by the Board of Directors as to the size, color, shape or other qualification for permitted signs. Political signs shall be allowed for national, state, and local elections of not more than four square feet for the duration of the campaign/s only.

Section 5. Nuisance. 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 the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot; or which shall in any way increase the rate of insurance.

Section 6. Temporary Structures. No structure of a temporary character such as trailers, tents, shacks, or other outbuildings shall thereafter be used as a Home on any Lot at any time, either temporarily or permanently. No structures of a temporary character, including trailers, tents, and similar structures shall be built or permitted on the Property.

Section 7. Recreational Vehicles. Except as provided in Article IX, no trailer, camper, boat, snowmachine, recreational vehicle, airplane or similar equipment shall hereafter be permitted to remain anywhere upon the Property for more than thirty-six (36) hours unless it is kept in the garage. The intent of the 36-hour period is for the loading and unloading of the vehicle prior to and after its use.

Section 8. Vehicles and Parking. No automobile may be parked on the street unless it is there on a temporary basis. Temporary shall mean and refer to parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners or residents of Resolution Pointe Subdivision for loading or unloading purposes. The Board of Directors may adopt rules for the regulation of the parking of vehicles within the Property, including the assessment of charges to Owners who violate or whose invitees violate, such rules. In no event shall any such temporary parking be permitted whereby a vehicle is not moved at least once every twenty-four (24) hours. No work of any kind, including tune ups, oil changes or any other minor maintenance, may be performed on a car while in view of the street whether or not it is in the street or on a Lot. No inoperable vehicles may be stored on the street or on a Lot. No vehicle owned or under the control of an Owner or resident of Resolution Pointe Subdivision larger than 3/4 ton in gross capacity shall be permitted to remain on the Property or on any street. No vehicles belonging to or under the control of Owners or residents of Resolution Pointe Subdivision shall be permitted to park in the streets, unless necessitated by work on the Home or driveway. Inoperable vehicles shall not be parked in the street or on any Lot but may be kept in the garage.

Section 9. Pets.



(a) No horses, livestock, or poultry shall be kept on a Lot. Domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes. No more than two dogs, two cats, or any combination of dogs and cats exceeding a total of three (3) dogs and cats per household shall be permitted. Due to health, safety and infestation concerns, reptiles, rodents, insects, rabbits, ferrets and pigs are prohibited as pets.

(b) No pets shall be left alone outside of a Home unless they are in a fenced yard.

(c) Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. Pets demonstrating behaviors within the classifications defined in Anchorage Municipal Code ("AMC") 17.40.020(A), and not falling within any of the exceptions contained AMC 17.40.020(B) are not permitted on the Property.

(d) Owners shall keep their Lots free and clear of pet feces and shall be responsible for promptly removing their pet's animal feces from all areas of the Property.

(e) The provisions of the Municipal leash law (AMC 17.10.010) shall be observed and pets shall be leashed and kept under control at all times when outside a Home or fenced yard. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law.

(f) Pets causing or creating a nuisance or unreasonable disturbance or noise so as to interfere with the rights, comfort or convenience of other Owners shall be permanently removed from the Property upon a decision by the Board of Directors.

Section 10. Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, gravel pits, quarrying, or mining operations of any kind shall be permitted upon or in the Property nor, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Property or within five hundred feet (500') below the surface of such Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 11. Unsightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless contained within a fenced yard and obscured from view of adjoining streets or portions of the Property from a height of six feet (6') or less.

Section 12. Noise Control. Any motorized vehicles or mechanical equipment which create annoying or undesirable noises in the neighborhood shall not be operated within the subdivision. The operation of motorcycles and/or motorbikes except as transportation to and from a place of residence shall not be permitted. Use of snowmobiles on any paths, trails or road within the subdivision shall not be permitted.

Section 13. Recreation Trails. The pedestrian easement on the recorded plat map(s) is dedicated to the building and use of cross country ski trails and hiking trails and shall not be used for any other than recreational purposes.



Section 14. Trash Containers and Pick-up. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in the approved trash containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash containers shall be kept within the garage or within a fenced backyard except the night before and on the day of pick-up.

Section 15. Fuel Storage. No fuel storage is permitted within the Property, except as provided in Article IX.

Section 16. Drilling Structures. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 17. Water Supply. No individual water supply system shall be permitted on any Lot.

Section 18. Sewage Disposal. No individual sewage-disposal system shall be permitted on any Lot.

Section 19. Garages. Garages shall be used in a manner that permits two (2) cars to be parked in the garage at all times.

Section 20. Compliance with Government Requirements. Nothing contained herein shall relieve the Owner of the obligation to comply with applicable government laws and regulations now or thereafter in effect.

ARTICLE VI

DESIGN CONTROL

Section 1. Approval and Conformity of Construction and Alterations. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall there be any addition to or change in the appearance or location of any Home, fence, wall or other structure including, without limitation, the painting of exterior walls and fences, unless plans and specifications therefore have been submitted to and approved by the DCC. The Board of Directors shall, from time to time, adopt and promulgate Design Review Standards to be administered through the DCC. The Design Review Standards shall include among other things those restrictions and limitations upon the Owners set forth below:

(a) Time limitations for the completion of the improvements for which approval is required pursuant to the Design Review Standards and daily penalties for failure to complete the improvements within the time limits;

(b) A requirement and procedure for prospective purchasers to request and receive a statement from the DCC of conformity of existing completed improvements to plans and specifications approved by the DCC.

(c) Such other limitations and restrictions as the Board of Directors in its reasonable discretion shall adopt, including, without limitation, the regulation of the following: construction, reconstruction, landscaping, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including, without limitation, the



nature, kind, shape, height, materials, exterior color and surface and location of such Home or structure.

(d) Guidelines consistent with the provisions of this Article VI as it deemed reasonably necessary by the DCC to clarify or demonstrate the interpretation or application of the design guidelines set forth in this Article VI.

(e) Without limiting the generality of the foregoing, the Board of Directors may adopt a landscape maintenance plan which ensures that tree trimming and topping procedures shall be utilized to prevent the impairment of views enjoyed by the Homes, and to insure a high quality appearance to Resolution Pointe Subdivision.

Section 2. Completion of Exteriors. All Homes must be enclosed and exteriors finished within twelve (12) months of initial construction. Except that this time may be extended at the discretion of the DCC to avoid hardship.

Section 3. Special Restrictions. All Lots, as from time to time determined by the DCC, including but not limited to Lots One "A" (1A), Two "A" (2A), Three "A" (3A), Four "A" (4A), Five "A" (5A), Six "A" (6A), Twenty "A" (20A), Twenty-three "A" (23A), Twenty-four "A" (24A), Fifty-one "A" (51A), Fifty-two "A" (52A), Fifty-seven "A" (57A) of Block three (3) and Lot Thirty-five "A" (35A) of Block Two (2) shall not be allowed any use which shall, as determined in writing by the DCC, affect the screening berms, entry way and island landscaping and sign location provided by Declarant and the Association.

Section 4. Approval. In the event the DCC fails to approve or disapprove submitted plans on location within twenty (20) days after said plans and specifications have been submitted to it, this article shall be deemed to have been fully complied with, and the plans will be deemed approved.

Section 5. Disapproval. If within the twenty (20) day period referred to in Section 6, the members of the DCC, in their sole discretion, unanimously find that the proposed work would, for any reasons whatsoever be incompatible with the Design Review Standards and the provisions of Article VI, Architectural Control Standards of Resolution Pointe Subdivision, then the committee shall not approve the plans, drawings and specifications submitted to it and shall so notify the Owner concerned in writing setting forth the reasons for such disapproval.

Section 6. Appeal. In the event plans and specifications submitted to the DCC are disapproved thereby, the party or parties making such submission may appeal in writing to the Board of Directors. The written request together with submissions of a statement of the party as to the reasons why the decision should be overturned shall be received by the Board of Directors not more than thirty (30) days following the final decision of the DCC. The Board of Directors shall submit such request to the DCC for review, whose written recommendations will be submitted to the Board of Directors. Within forty-five (45) days following receipt of the request for appeal, the Board of Directors shall render its written decision. The failure of the Board of Directors to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

Section 7. Membership of DCC.



(a) The DCC shall consist of three individuals appointed by the Declarant until such time as Declarant has conveyed each and every Lot in Resolution Pointe Subdivision to a third party.

(b) A majority of the DCC may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Amended and Restated Declaration. Membership of the committee may be changed at any time by majority vote of the directors of the Association.

Section 8. Meetings and Quorum of DCC. The DCC shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the DCC unless the unanimous decision of its members is otherwise required by this Amended and Restated Declaration.

Section 9. No Liability of DCC. Neither the DCC nor any member thereof shall be liable to any Owner or any other party for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development or manner of development of any Property within Resolution Pointe Subdivision; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Provided, however, that said Improvements must still comply with all other provisions of this Declaration, excepting only this Article VI. DCC review shall in no way imply review as to the adequacy of the plans or specifications for strength, suitability, durability and structural design. Furthermore, approval of requests by the DCC shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials.

ARTICLE VII

DESIGN CONTROL STANDARDS

Section 1. Architectural Code. One detached residential Home is permitted on each Lot. No building or portion thereof shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the DCC as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No building plan shall be substantially similar to another Home within five hundred feet (500') of street frontage. One set of plans as finally approved shall be retained and maintained by the DCC as a permanent record.

Section 2. Home Size. No Home shall be erected, altered, placed, or permitted to remain on any Lot other than one not exceeding two-and-one-half stories in height or the maximum height permitted by zoning laws, whichever is less, from the average elevation of the building site, and a private two-car attached garage with a minimum width of 22 feet inside dimension. No Home shall be permitted on any Lot at a size less than 2,400 gross square feet of enclosed building/living area, excluding the garage area.

Section 3. Outbuildings. Greenhouses and storage sheds are permitted but shall be reviewed for compatibility with its environs on a case-by-case basis. The DCC shall have the right to reject

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS



any and all unattached greenhouses or storage sheds if those structures are not of a quality, design and color that is compatible with the Homes in Resolution Pointe Subdivision or if they would, by their location and appearance, give a cluttered appearance to Resolution Pointe Subdivision.

Section 4. Fences and Walls. No fence or wall shall be erected until the plans are approved in writing by the DCC as to design quality of workmanship; and materials. No chain link fences or wood link fences shall be allowed in the subdivision. No fences shall be erected within ten (10) feet of the dam access/sewer lift station maintenance access road and in no case will fences be allowed on the access road, without the approval of the DCC and the Declarant so long as Declarant retains ownership of at least one Lot within the Property. Only wood fences shall be permitted. Fences shall be no higher than 60 inches. Post and supporting members (rails) shall be placed so as not to be visible from the streets. No fence or wall shall be erected, placed or altered on any Lot nearer to any street or adjacent Lot than the minimum building setback line unless similarly approved. Fences may extend only from the rear of the Lot to the point where the exterior walls of the Home are nearest the road.

Section 5. Building Location.

(a) No building or fence shall be located on any Lot nearer than 35 feet to the front Lot line, or nearer than 20 feet to any side street line, unless otherwise permitted in writing by the DCC.

(b) No building or fence shall be located nearer than 8 feet to an interior Lot line. No building or fence wall shall be located on any interior Lot nearer than 15 feet to the rear Lot line, unless otherwise permitted in writing by the DCC.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 6. Siding and Colors. Exterior siding on a Home or other permitted outbuilding shall be natural wood siding (single application wood sheathing will be excluded), real brick, real stone, designer block, or other similar quality finishes, including synthetic as may be permitted by the DCC. Exterior colors shall be restricted to soft "earth tones" as determined by the DCC. Accent colors may be used judiciously and with restraint. The exterior colors must be approved by the DCC PRIOR to application.

Section 7. Mailboxes. All Homes shall have a mailbox/mail delivery receptacle that has been approved by the DCC as to design materials and location on each Lot. The DCC shall have the right to designate uniform mail receptacles for or on each Lot.

Section 8. Docks. Docks on those Lots with lake frontage on Campbell Lake must be approved as to design, location and materials, by the DCC.

Section 9. Trees and Landscape. Landscaping plans shall be submitted for approval to the DCC at the same time as the building plans are submitted for review. All landscaping shall be completed within eighteen (18) months of approval of plans by the DCC.



Section 10. Utility and Drainage Easements. Easements for installation and maintenance of trails, utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 responsible.

Section 11. Antennae and Satellite Dishes.

(a) The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Owner.

(b) Acceptable Locations. Subject to the requirements contained in 11(a) above, satellite dishes and antennas shall be installed in the following locations (listed in decreasing order of preference):

(i) Roof Location. Lot Owner may locate their antenna or satellite dish or television antenna on the roof. A satellite dish installed on the roof shall be installed in the field of the roof so as not to protrude beyond four feet (4') above the roof line of the Home and no closer than three feet (3') from the edge of the roof line. Antennas shall not protrude beyond six feet (6') above the roofline and no more than three feet (3') from the edge of the roof. Installation shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association;

(ii) Inside the Home Location. A Lot Owner may place a satellite dish or antenna within their Home without any required approval;

(iii) Other Locations Shielded from View. If a satellite dish or antenna is located other than on a roof or inside the Home, antennas and satellite dishes shall be located in a place shielded from view to the public or from other Lots to the maximum extent possible; provided, however, that nothing in this rule requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

(c) Antenna and Satellite Wiring. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed antenna or satellite wiring on the exterior of the Home. No loose sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association.

(d) Color. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match siding color of the Home.



Section 12. Drainage. All drainage of water from any Home shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Property unless an easement for such purpose is granted. Any Lot re-contouring shall be done only with the written approval of the DCC.

Section 13. Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

Section 14. Removal of Trees from Lots.

(a) No trees may be removed from any Lot except those trees necessary for clearing a construction site for the Homes to be constructed on that Lot or as may be in compliance with approved landscaping plan, or for damaged or diseased trees or Cottonwood trees. It is the intent of this provision that all persons purchasing Lots shall do their utmost to maintain the existing trees of size and beauty. In the event the ACC permits removal of trees or vegetation on any Lot, the Owner shall be responsible to replant and maintain live trees as required by the DCC.

(b) No living trees larger than six inches (6") in diameter as measured three feet (3') above the ground may be removed from any Lot without approval of the DCC except for the construction of the principal Home and driveway.

ARTICLE VIII

HOMEOWNERS ASSOCIATION

Section 1. Compliance with Documents. All Owners are subject to and shall abide by all terms and provisions of the Articles of Incorporation and Bylaws of Resolution Pointe Homeowners Association.

ARTICLE IX

LAKE FRONT LOTS

Section 1. Compliance with Other Covenants. Those Lots that have lake frontage on Campbell Lake will also be subject to the Agreement and Covenants Running With The Land Between Campbell Lake, Inc., and Campbell Lake Owners, Inc., of October 11, 1972, and Building and Land Use Restrictions of Campbell Lake Heights Subdivision Addition No. 11, of May 28, 1981. Where there are conflicts between the aforementioned covenants and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Resolution Pointe Subdivision then the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Resolution Pointe Subdivision shall prevail.

Section 2. Membership in Campbell Lake Owners Association. All Owners of Lots adjoining Campbell Lake or Campbell Creek shall apply for membership in Campbell Lake Owners, Inc. at the time of the Lot purchase closing.

Section 3. Boat and Plane Parking. Owners of Lots adjoining Campbell Lake shall be permitted to have planes or boats on their Lot. No airplane or boat will be allowed to park on or
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS



adjacent to lakefront Lots except those of the Owner of the Lot. Planes will not encroach upon the adjacent Lots either physically or in the air space.

Section 4. Lake Structures. No dock or other structure extending out into the water of the lake adjoining the subdivision shall be constructed of a length greater than thirty (30) feet. No rafts or other floating objects shall be left permanently adrift in the lake more than twenty (20) feet from the shore; and, in any event, shall be firmly anchored to the bottom of the lake.

Section 5. Fuel Storage. Those Lots with lake frontage on Campbell Lake will be permitted either underground or above-ground fuel storage tanks for aircraft use, subject to approval of design and location on each individual Lot by the DCC.

Section 6. Use of Land Abutting Water. Owners of Lots abutting on water shall have exclusive use of all land up to the water's edge, whether or not such land is included in the Legal Description or dimensions of a Lot subject to provisions of Section 7.

Section 7. Other Operative Agreements. All Owners of Lots with frontage on Campbell Lake agree that at the discretion of Declarant and subject to the agreement pertaining to Campbell Lake dam and related matters, June 7, 1982, between Campbell Lake Owners, Inc., McCaw Communications Co. Inc., and Hickel Investment Company, Inc., a portion of the current access to the dam and spillway and the Municipality's sewer outfall lift station shall be abandoned and thereafter no vehicular access on that portion of the abandoned road shall be allowed other than by written agreement between Owners of said Lots. That portion of the current access road on each Owner's lake-front Lot will continue to be held in fee title by each Owner subject to their personal use and control and covenants of the subdivision.

ARTICLE X

TERM

These covenants and restrictions 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 this Amended and Restated Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive period of ten years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

ARTICLE XI

DECLARANT RIGHTS

Declarant shall have the right to include additional property in the future from time to time within the scope and purview of these Covenants, Conditions and Restrictions, as the same may be amended from time to time, and subject such additions to the jurisdiction and authority of the Association, which responsibility and obligation the Association hereby accepts. Said additional property and the Owners thereof shall be subject to this Amended and Restated Declaration as if originally included therein, and shall, among other things, pay and satisfy the fees and assessments herein set forth and otherwise abide by and perform the same.



ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. 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 thereafter imposed by the provisions of this Amended and Restated Declaration. The failure to enforce the covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order does not impair or affect in any manner the validity, enforceability or effect of any other provisions, which shall remain in full force, and effect.

Section 3. Amendments. These Covenants, Conditions and Restrictions may be amended by a vote of the members of the Association who own seventy-five percent (75%) of the Lots in the Property.

Section 4. Phased Development. It is contemplated that the construction and development of RESOLUTION POINTE SUBDIVISION may occur in phases; however, no assurances are made or given that all the phases will be undertaken or completed or, if they are undertaken and completed, when such completion will occur.

Section 5. Reserved Easements. There is reserved to the Association easements on Lots shown on Exhibit B hereto, for construction, maintenance, repair, and replacement of signage, fencing and landscaping for Resolution Pointe Subdivision.

Section 6. Submission of Property by Declarant. By signature hereto Hickel Investment Company does hereby submit the Property listed on Exhibit as Property governed by this Amended and Restated Declaration.

IN WITNESS WHEREOF, Resolution Pointe Homeowners Association, Inc. has caused this Amended and Restated Declaration to be signed by its duly authorized officer this 28 day of August, 2007.

RESOLUTION POINTE HOMEOWNERS
ASSOCIATION, INC.

By: _____

Robert J. Hickel

Its: _____

President



STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
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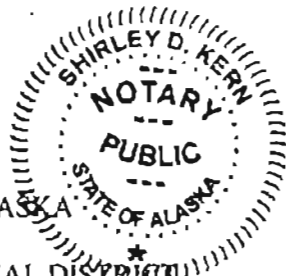
THIS IS TO CERTIFY that on this 28th day of AUGUST, 2007, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ROBERT J. HICKEL**, to me known and known to me to be the **PRESIDENT OF RESOLUTION POINTE HOMEOWNERS ASSOCIATION, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

Shirley D Kern
Notary Public in and for Alaska
My Commission Expires: 12-20-09

HICKEL INVESTMENT COMPANY

By: [Signature]
Robert J. Hickel
Its: President



STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

THIS IS TO CERTIFY that on this 28 day of AUGUST, 2007, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ROBERT J. HICKEL**, to me known and known to me to be the **PRESIDENT OF HICKEL INVESTMENT COMPANY**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



Shirley D Kern
Notary Public in and for Alaska
My Commission Expires: 12-20-09



EXHIBIT A

TO

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RESOLUTION POINTE SUBDIVISION**

PROPERTY SUBMITTED BY HICKEL INVESTMENT COMPANY

PROPERTY SUBJECT TO DECLARATION

Lots 23A thru 28A, Block 1; Lots 1A thru 6A, Lots 9A thru 22A, Lots 25A thru 35A, Block 2; Lots 1A thru 9A, Lots 11A thru 20A, Lots 23A thru 34A, Lots 36A thru 42A, and Lots 46A thru 57A; Block 3 and Tract C-1 of Resolution Point Subdivision Plat 86-53.

A RESUBDIVISION OF

Lots 22 thru 28, Block 1; Lots 1 thru 35, Block 2; Lots 1 thru 42 and Lots 46 thru 58, Block 3 and Tract C Resolution Pointe (P62-302) and all easements and portions of R.O.W. vacated for RES 85-19 A, B, C and D

CONTAINED IN ORIGINAL PLAT OF

Lots 1-28 Block 1, Lots 1-35 Block 2, Lots 1-58 Block 3 and Tracts A, B and C of Resolution Point Plat 82-302



EXHIBIT B

TO

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESOLUTION POINTE SUBDIVISION

COMMON ELEMENT EASEMENT AREAS

Lot 1 Block 1, Resolution Pointe Subdivision has a maintenance easement of approximately 30 feet by 105 feet as measured along the north property line. Hickel Investment Company, or at a given date, Resolution Pointe Subdivision Homeowner's Association, will maintain the trees, shrubs, and landscaping of this approximate 3,150 square feet. This area is not to be used for any structure to be built on, or for any personal use by the owners of record of Lot 1 Block 1, Resolution Pointe Subdivision, such as entertainment, barbecuing, etc.

The defined planting area in the center island at the 100 Avenue entrance.

Both areas are shown in the air photo below:



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AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RESOLUTION POINTE SUBDIVISION

AFTER RECORDATION, RETURN TO:

Law Offices of James H. McCollum, LLC
510 L Street, Suite 540
Anchorage, Alaska 99501-1959

AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RESOLUTION POINTE SUBDIVISION

RECITAL

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Resolution Pointe Subdivision ("Amended and Restated Declaration") were recorded by Resolution Pointe Homeowners Association, Inc. and Hickel Investment Company on the 28th day of August, 2007, under Serial No. 2007-055202-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, the intent of the Amended and Restated Declaration *inter alia* was to remove Tract C-1 of Resolution Pointe Subdivision according to Plat No. 86-53 from the provisions of the Amended and Restated Declaration; and

WHEREAS, Exhibit A to the Amended and Restated Declaration erroneously included Tract C-1 of Resolution Pointe Subdivision according to Plat No. 86-53.

NOW, THEREFORE, this Amendment is hereby filed to properly state the property to be submitted to the Declaration by restating Exhibit A to the Amended Declaration

IN WITNESS WHEREOF, Resolution Pointe Homeowners Association, Inc. and Hickel Investment Company have caused this Amendment to Amended and Restated Declaration to be signed by their duly authorized officers this 17 day of September, 2007.

RESOLUTION POINTE HOMEOWNERS
ASSOCIATION, INC.

By: _____

Robert J. Hickel

Its: _____

President



2 of 4

2007-059683-0

STATE OF ALASKA

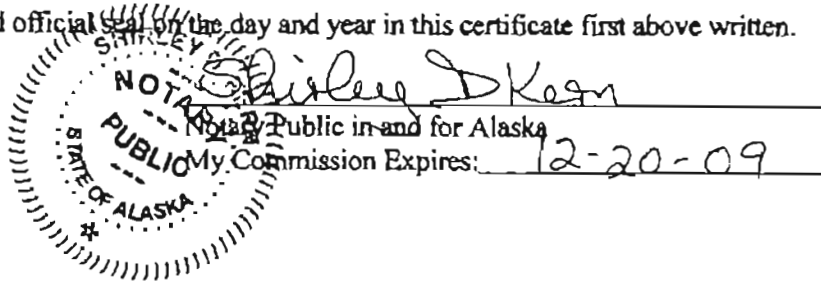
THIRD JUDICIAL DISTRICT

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ss.

THIS IS TO CERTIFY that on this 17 day of SEPTEMBER 2007, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ROBERT J. HICKEL**, to me known and known to me to be the **PRESIDENT OF RESOLUTION POINTE HOMEOWNERS ASSOCIATION, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



HICKEL INVESTMENT COMPANY

By: [Signature]
Robert J. Hickel
Its: President

STATE OF ALASKA

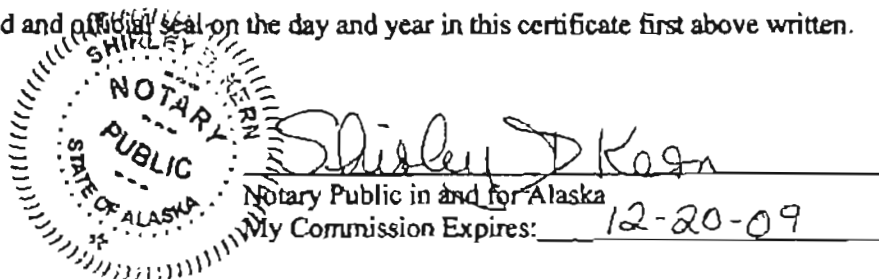
THIRD JUDICIAL DISTRICT

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ss.

THIS IS TO CERTIFY that on this 17 day of SEPTEMBER, 2007, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ROBERT J. HICKEL**, to me known and known to me to be the **PRESIDENT OF HICKEL INVESTMENT COMPANY**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS



3 of 4

2007-059683-0

Page 2

EXHIBIT A

TO

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RESOLUTION POINTE SUBDIVISION**

PROPERTY SUBMITTED BY HICKEL INVESTMENT COMPANY

PROPERTY SUBJECT TO DECLARATION

Lots 23A thru 28A, Block 1; Lots 1A thru 6A, Lots 9A thru 22A, Lots 25A thru 35A, Block 2; Lots 1A thru 9A, Lots 11A thru 20A, Lots 23A thru 34A, Lots 36A thru 42A, and Lots 46A thru 57A, Block 3 of Resolution Point Subdivision Plat 86-53, Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 1 thru 21 Block 1 and Lots 43 thru 45, Block 3 of Resolution Pointe according to Plat No. 82-302, Anchorage Recording District, Third Judicial District, State of Alaska.



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Page 1 of 8



Anchorage Recording District

**AMENDMENT NO. 2 TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RESOLUTION POINTE SUBDIVISION**

*A Declarant amendment to amend Exhibit A to describe re-platted
Lots 1-3, 24-26, Block 1A, Lots 1-22, 33, Block 3A; & Tracts B, C and D created by
Plat No. 2013-73 and Lots 27-43, Block 1A and Lots 34-41, Block 3A created by Plat No. 2014-84.*

AFTER RECORDATION RETURN TO:
Law Office of James H. McCollum, LLC
400 L Street, Suite 100
Anchorage, Alaska 99501

AMENDMENT NO. 2 TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RESOLUTION POINTE SUBDIVISION

*A Declarant amendment to amend Exhibit A to describe re-platted
Lots 1-3, 24-26, Block 1A, Lots 1-22, 33, Block 3A; & Tracts B, C and D created by
Plat No. 2013-73 and Lots 27-43, Block 1A and Lots 34-41, Block 3A created by Plat No. 2014-84*

HICKEL INVESTMENT COMPANY, ("Declarant"), with an office address located at 939 W 5th Avenue, Anchorage, Alaska 99501, pursuant to that certain original Declaration for Resolution Pointe Subdivision recorded on February 1, 1983 in Book 843 at Page 185; and amended by Amendment recorded on February 25, 1985 in Book 1231 at Page 810 ("Original Declaration"); and by Amended and Restated Declaration of Covenants Conditions and Restrictions for Resolution Pointe Subdivision recorded on August 28, 2007 as Serial No. 2007-055202-0, which superseded and replaced the Original Declaration; and amended by Amendment No. 1 recorded on September 19, 2007 as Serial No. 2007-059683-0 ("Declaration") records of the Anchorage Recording District, Third Judicial District, State of Alaska, does hereby amend the Declaration as set forth herein.

RECITALS

A. Portions of the *Property Subject to Declaration* as reflected in Exhibit A of the Declaration, has been re-platted by Declarant.

B. Declarant desires to amend Exhibit A of the Declaration to reflect the accurate legal description of the *Property Subject to Declaration*.

C. Declarant wishes to amend Exhibit A to the Declaration to include the following lots and tracts created by Plat No. 2013-73 (a re-subdivision of Lots 23A thru 28A, Block 1; Lots 1A thru 6A, Block 2; Lots 9A thru 22A, Block 2; Lots 25A thru 35A, Block 2; Lots 1A thru 9A, Block 3; Lots 11A thru 20A, Block 3; Lots 23A thru 34A, Block 3; and Lots 36A thru 42A, Block 3 of Resolution Pointe Subdivision created by Plat No. 86-53) and to delete the reference in Exhibit A to the lots previously listed on Exhibit A and now re-platted by Plat No. 2013-73:

Lots & Tracts created by Plat No. 2013-73

<u>LOT NO.</u>	<u>BLOCK NO.</u>	<u>PLAT NO.</u>
1	1A	2013-73
2	1A	2013-73
3	1A	2013-73
24	1A	2013-73
25	1A	2013-73
26	1A	2013-73
1	3A	2013-73
2	3A	2013-73
3	3A	2013-73



4	3A	2013-73
5	3A	2013-73
6	3A	2013-73
7	3A	2013-73
8	3A	2013-73
9	3A	2013-73
10	3A	2013-73
11	3A	2013-73
12	3A	2013-73
13	3A	2013-73
14	3A	2013-73
15	3A	2013-73
16	3A	2013-73
17	3A	2013-73
18	3A	2013-73
19	3A	2013-73
20	3A	2013-73
21	3A	2013-73
22	3A	2013-73
33	3A	2013-73

Tracts created by Plat No. 2013-73

<u>TRACT</u>	<u>PLAT NO.</u>
Tract A	2013-73
Tract B	2013-73
Tract C	2013-73
Tract D	2013-73

Collectively referred to as "Plat 2013-73 Lots".

D. Declarant wishes to amend Exhibit A to the Declaration to include the following lots created by Plat No. 2014-84 (a re-subdivision of Tract A, Resolution Pointe Subdivision created by Plat No. 2013-73):

Lots created by Plat No. 2014-84

<u>LOT NO.</u>	<u>BLOCK NO.</u>	<u>PLAT NO.</u>
27	1A	2014-84
28	1A	2014-84
29	1A	2014-84
30	1A	2014-84
31	1A	2014-84
32	1A	2014-84
33	1A	2014-84
34	1A	2014-84
35	1A	2014-84
36	1A	2014-84

AMENDMENT NO. 2 TO DECLARATION
OF RESOLUTION POINTE:

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2015-041418-0

37	1A	2014-84
38	1A	2014-84
39	1A	2014-84
40	1A	2014-84
41	1A	2014-84
42	1A	2014-84
43	1A	2014-84
34	3A	2014-84
35	3A	2014-84
36	3A	2014-84
37	3A	2014-84
38	3A	2014-84
39	3A	2014-84
40	3A	2014-84
41	3A	2014-84

Collectively referred to as "Plat 2014-84 Lots".

E. Declarant wishes to amend Exhibit A to the Declaration to show the remaining tracts in Resolution Pointe Subdivision, created by Plat No. 2013-73 that may be subdivided into lots by future amendments:

Tracts created by Plat No. 2013-73

<u>TRACT</u>	<u>PLAT NO.</u>
Tract B	2013-73
Tract C	2013-73
Tract D	2013-73

F. Declarant wishes to amend Article VI, Section 3 to delete reference to the lots previously listed in that section which have been re-platted by Plat No. 2013-73 and by Plat No. 2014-84

AMENDMENT

NOW, THEREFORE, the Declaration for Resolution Pointe Subdivision is hereby amended as follows:

1. *Article VI, Section 3 is amended in its entirety as follows:*

Section 3. Special Restrictions. All Lots, as from time to time determined by the DCC, including but not limited to, Lot 41, Block 3A; Lots 29 thru 36, Block 1A; Tract B; and Lots 51A, 25A & 57A, Block 3, shall not be allowed any use which shall, as determined in writing by the DCC, affect the screening berms, entry way and island landscaping and sign location provided by Declarant and the Association.

2. *Exhibit A, Property Subject to the Covenants, Conditions and Restrictions of Resolution Pointe Subdivision, attached hereto is substituted for the current Exhibit A of the Declaration which is declared null and void.*

AMENDMENT NO. 2 TO DECLARATION
OF RESOLUTION POINTE

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Page 4



3. All other terms and conditions of the Declaration shall remain the same.

DATED this 1ST day of SEPT, 2015

DECLARANT:

HICKET INVESTMENT COMPANY

By:

Its: CHAIRMAN & CEO

STATE OF ALASKA)

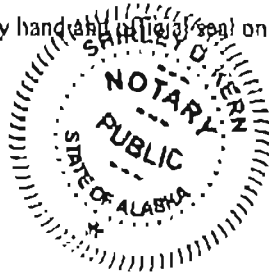
)

ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 1st day of SEPT, 2015, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared WALTER J. HICKEL JR. to me known and known to me to be the CHAIRMAN & CEO of HICKET INVESTMENT COMPANY, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed.

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



Shirley D. Kern
Notary Public in and for Alaska
My Commission Expires: 12/20/17



EXHIBIT A

Property Subject to the Covenants, Conditions and Restrictions of Resolution Pointe Subdivision

Lots 1-21, Block 1 and Lots 43-45, Block 3 of Resolution Pointe Subdivision, according to the official plat thereof, Plat No. 82-302, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 46A – 57A, Block 3 of Resolution Pointe Subdivision, according to the official plat thereof, Plat No. 86-53, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 1-3 and Lots 24-26, Block 1A of Resolution Pointe Subdivision, according to the official plat thereof, Plat No. 2013-73, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 1-22 and Lot 33, Block 3A of Resolution Pointe Subdivision, according to the official plat thereof, Plat No. 2013-73, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Tracts B, C & D of Resolution Pointe Subdivision, according to the official plat thereof, Plat No. 2013-73, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 27-43, Block 1A of Resolution Pointe Subdivision, according to the official plat thereof, Plat No. 2014-84, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 34-41, Block 3A of Resolution Pointe Subdivision, according to the official plat thereof, Plat No. 2014-84, records of the Anchorage Recording District, Third Judicial District, State of Alaska.



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Recording District 301 Anchorage

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ANCHORAGE RECORDING DISTRICT

**AMENDMENT NO. 3 TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RESOLUTION POINTE SUBDIVISION**

A Declarant amendment to: (1) creating Lots 1, 2A, 4-7, Block 1 and Lots 1-8, Block 2, RESOLUTION POINTE SUBDIVISION, PHASE 5 created by Plat No. 2016-92 (a re-subdivision of Tract D created by Plat No. 2013-73) and amend Exhibit A to delete reference to that previously listed tract and to include the new lots re-platted by Plat No. 2016-92; (2) amend Exhibit A accordingly to include Lots 4-23, Block 1A, and Lots 23-32, Block 3A of RESOLUTION POINTE SUBDIVISION, PHASE 3 (a re-subdivision of Tracts B & C created by Plat No. 2013-73); and (3) amend Exhibit B to reflect the current description of Common Elements.

AFTER RECORDATION RETURN TO:
Law Office of James H. McCollum, LLC
400 L Street, Suite 100
Anchorage, Alaska 99501

AMENDMENT NO. 3 TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RESOLUTION POINTE SUBDIVISION

A Declarant amendment to: (1) creating Lots 1, 2A, 4-7, Block 1 and Lots 1-8, Block 2, RESOLUTION POINTE SUBDIVISION, PHASE 5 created by Plat No. 2016-92 (a re-subdivision of Tract D created by Plat No. 2013-73) and amend Exhibit A to delete reference to that previously listed tract and to include the now lots re-platted by Plat No. 2016-92; (2) amend Exhibit A accordingly to include Lots 4-23, Block 1A, and Lots 23-32, Block 3A of RESOLUTION POINTE SUBDIVISION, PHASE 3 (a re-subdivision of Tracts B & C created by Plat No. 2013-73); and (3) amend Exhibit B to reflect the current description of Common Elements

HICKEL INVESTMENT COMPANY, ("Declarant"), with an office address located at 939 West 5th Avenue, Anchorage, Alaska 99501, pursuant to that certain original DECLARATION FOR RESOLUTION POINTE SUBDIVISION recorded on February 1, 1983 in Book 843 at Page 185; as amended by AMENDMENT recorded on February 25, 1985 in Book 1231 at Page 810 ("Original Declaration"); amended by AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR RESOLUTION POINTE SUBDIVISION recorded on August 28, 2007 as Serial No. 2007-055202-0, which superseded and replaced the Original Declaration; amended by AMENDMENT NO. 1 recorded on September 19, 2007 as Serial No. 2007-059683-0; and amended by AMENDMENT NO. 2 recorded September 11, 2015 as Serial No. 2015-041418-0 ("Declaration"), records of the Anchorage Recording District, Third Judicial District, State of Alaska, does hereby amend the Declaration as set forth herein.

RECITALS

A. Portions of the *Property Subject to Declaration* as reflected in Exhibit A of the Declaration, has been re-platted by Declarant.

B. Declarant desires to amend Exhibit A of the Declaration to reflect the current legal description of the *Property Subject to Declaration*.

C. Declarant wishes to amend Exhibit A to the Declaration to include the following lots created by Plat No. 2015-98 and to delete the reference in Exhibit A to those tracts previously listed on Exhibit A and now re-platted by Plat No. 2015-98:

Lots 4-23, Block 1A, and Lots 23-32, Block 3A of RESOLUTION POINTE SUBDIVISION, PHASE 3, according to the official plat thereof, Plat No. 2015-98, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

D. Declarant wishes to amend Exhibit A to the Declaration to include the following lots created by Plat No. 2016-92 and to delete the reference in Exhibit A to that tract previously listed on Exhibit A and now re-platted by Plat No. 2016-92:

Lots 1, 2A, 4-7, Block 1 and Lots 1-8, Block 2 of RESOLUTION POINTE SUBDIVISION, PHASE 5, according to the official plat thereof, Plat No. 2016-92, records of the Anchorage Recording District, Third Judicial District, State of Alaska.



E. Declarant wishes to amend Exhibit B to the Declaration to reflect the current description of Common Element areas and other property of the Association.

AMENDMENT

NOW, THEREFORE, the Declaration for Resolution Pointe Subdivision is hereby amended as follows:

1. *Exhibit A, Property Subject to the Covenants, Conditions and Restrictions of Resolution Pointe Subdivision*, attached hereto is substituted for the current Exhibit A of the Declaration which is declared null and void.

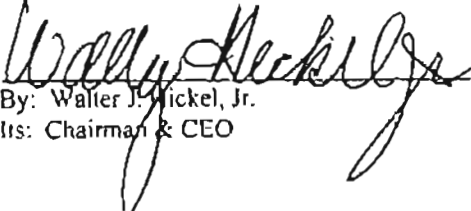
2. *Exhibit B, Common Element Areas*, attached hereto is substituted for the current Exhibit B of the Declaration which is declared null and void.

3. All other terms and conditions of the Declaration shall remain the same.

DATED this 23 day of NOVEMBER 2016

DECLARANT:

HICKEL INVESTMENT COMPANY


By: Walter J. Hickel, Jr.
Its: Chairman & CEO

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

ss.

THIS IS TO CERTIFY that on this 23rd day of November, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **WALTER J. HICKEL, JR.**, to me known and known to me to be the **CHAIRMAN & CEO** of **HICKEL INVESTMENT COMPANY**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation 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: 07/26/2019



EXHIBIT A

Property Subject to the Covenants, Conditions and Restrictions of Resolution Pointe Subdivision

Lots 1-21, Block 1 and Lots 43-45, Block 3 of RESOLUTION POINTE SUBDIVISION, according to the official plat thereof, Plat No. 82-302, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 46A-57A, Block 3 of RESOLUTION POINTE SUBDIVISION, according to the official plat thereof, Plat No. 86-53, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 1-3 and Lots 24-26, Block 1A of RESOLUTION POINTE SUBDIVISION, PHASE 1, according to the official plat thereof, Plat No. 2013-73, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 1-22 and Lot 33, Block 3A of RESOLUTION POINTE SUBDIVISION, PHASE 1, according to the official plat thereof, Plat No. 2013-73, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 27-43, Block 1A of RESOLUTION POINTE SUBDIVISION, PHASE 2, according to the official plat thereof, Plat No. 2014-84, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 34-41, Block 3A of RESOLUTION POINTE SUBDIVISION, PHASE 2, according to the official plat thereof, Plat No. 2014-84, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 4-23, Block 1A of RESOLUTION POINTE SUBDIVISION, PHASE 3, according to the official plat thereof, Plat No. 2015-98, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

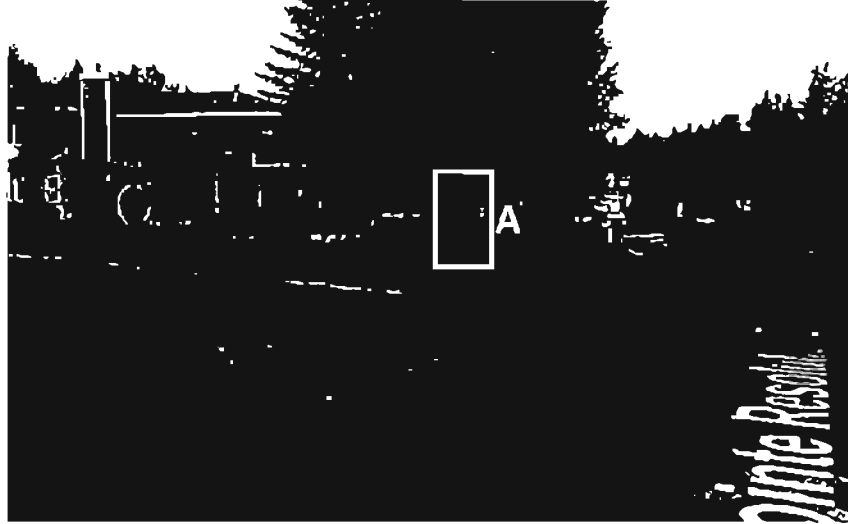
Lots 23-32, Block 3A of RESOLUTION POINTE SUBDIVISION, PHASE 3, according to the official plat thereof, Plat No. 2015-98, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 1, 2A, 4-7, Block 1 and Lots 1-8, Block 2 of RESOLUTION POINTE SUBDIVISION, PHASE 5, according to the official plat thereof, Plat No. 2016-92, records of the Anchorage Recording District, Third Judicial District, State of Alaska.



EXHIBIT B
Common Element Areas

- A. Signage located on a portion of Lot 45, Block 2 of RESOLUTION POINTE SUBDIVISION, according to the official plat thereof, Plat No. 82-302 (southwest corner of Resolution Pointe and Voyager), *as shown below and labeled as "A"*.



- B. Signage located on a portion of Lot 21, Block 1 of RESOLUTION POINTE SUBDIVISION, according to the official plat thereof, Plat No. 82-302 (southwest corner of Endeavor Circle and Chiniak Bay Drive), *as shown below and labeled as "B"*.



GENERAL RECORDS

THE FOLLOWING IMAGE INCLUDES
AN
ENHANCED COPY OF PAGE 5

DOCUMENT NUMBER
2016 - 049862 - 0

Anchorage RECORDING DISTRICT

EXHIBIT B
Common Element Areas

- A. Signage located on a portion of Lot 45, Block 2 of RESOLUTION POINTE SUBDIVISION, according to the official plat thereof, Plat No. 82-302 (southwest corner of Resolution Pointe and Voyager), as shown below and labeled as "A".



- B. Signage located on a portion of Lot 21, Block 1 of RESOLUTION POINTE SUBDIVISION, according to the official plat thereof, Plat No. 82-302 (southwest corner of Endeavor Circle and Chiniak Bay Drive), as shown below and labeled as "B".



C. 117 personal mailboxes, and 22 parcel boxes comprised within *Cluster Mailboxes* located in two (2) locations along Chiniak Bay Drive, as more particularly described below.

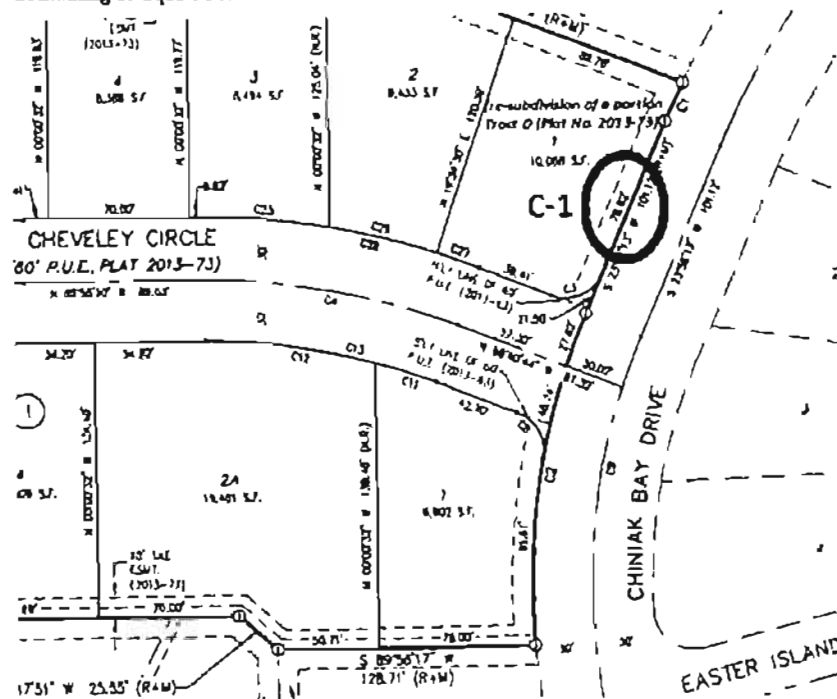
C-1. *CLUSTER MAILBOX NORTH LOCATION.* There are four (4) cluster boxes and one (1) parcel box located at the North end of Chiniak Bay Drive located within a portion of Lot 1, Block 2, Plat No. 2016-92 (a re-subdivision of (and previously known as that portion of) Tract D, Plat No. 2013-73), as more particularly described, shown and labeled as "C-1" below:

LEGAL DESCRIPTION **Mailbox Easement**

A parcel of land located within the SE 1/4, Section 15, Township 12 North, Range 4 West, Seward Meridian, more specifically located within Tract D, Resolution Pointe Subdivision, Phase 1 (Plat No. 2013-73), Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Commencing at the northeast corner of said Tract D, thence S 23°56'13" W, adjoining the easterly boundary of Tract D, a distance of 31.76 feet to the True Point of Beginning; thence continuing S 23°56'13" W, adjoining the easterly boundary of Tract D, a distance of 21.50 feet; thence N 66°03'47" W, a distance of 3.00 feet; thence N 23°56'13" E, parallel with the easterly boundary of Tract D, a distance of 21.50 feet; thence S 66°03'47" E, a distance of 3.00 feet to the easterly boundary of Tract D and the True Point of Beginning.

Containing 63 Square Feet.



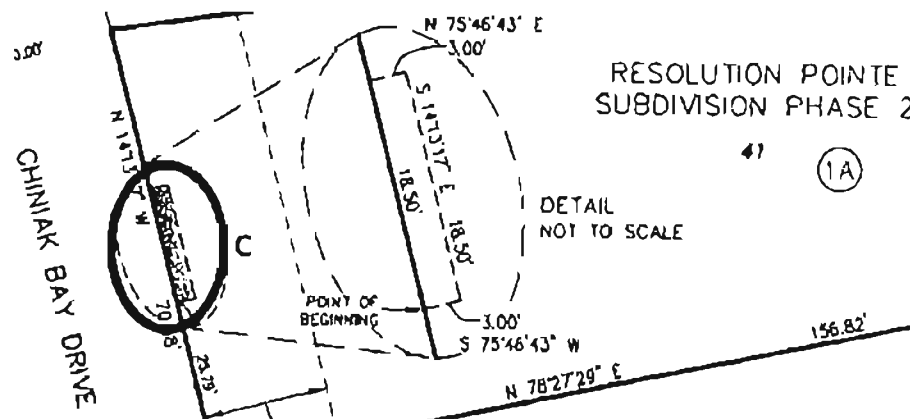
- C-2. *CLUSTER MAILBOX SOUTHERN LOCATION*: There are three (3) cluster boxes and one (1) parcel box at the Southern end of Chiniak Bay Drive (closer to Vancouver Circle) located within a portion of Lot 41, Block 1A (Plat No. 2014-84), *as more particularly described, shown and labeled as "C-2" below*:

LEGAL DESCRIPTION
Mailbox Easement

A parcel of land located within the SE 1/4, Section 15, Township 12 North, Range 4 West, Seward Meridian, more specifically located within Lot 41, Block 1A, Resolution Pointe Subdivision, Phase 2 (Plat No. 2014-84), Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Commencing at the southeast corner of said Lot 41, thence N 14°13'17" W, adjoining the westerly boundary of Lot 41, a distance of 25.79 feet to the True Point of Beginning; thence continuing N 14°13'17" W, adjoining the westerly boundary of Lot 41, a distance of 18.50 feet; thence N 75°46'43" E, a distance of 3.00 feet; thence S 14°13'17" E, parallel with the westerly boundary of Lot 41, a distance of 18.50 feet; thence S 75°46'43" W, a distance of 3.00 feet to the westerly boundary of Lot 41 and the True Point of Beginning.

Containing 56 Square Feet



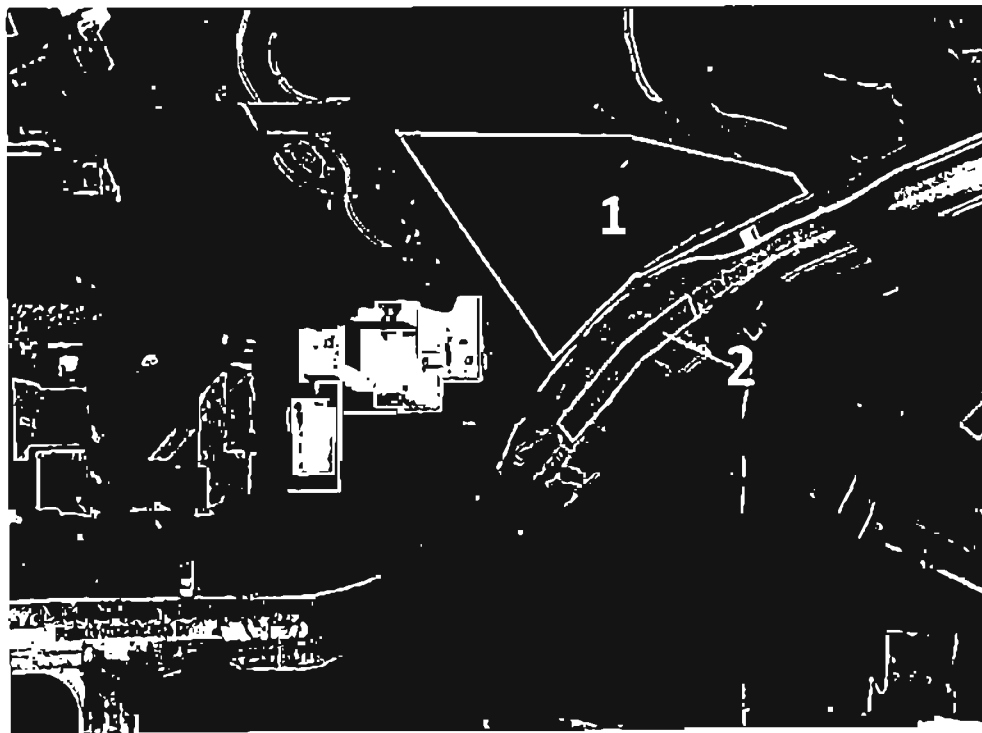
[EXHIBIT B CONTINUES ON THE FOLLOWING PAGE]



D. The areas located at the 100th Avenue / Resolution Pointe Drive entrance, as more particularly described below:

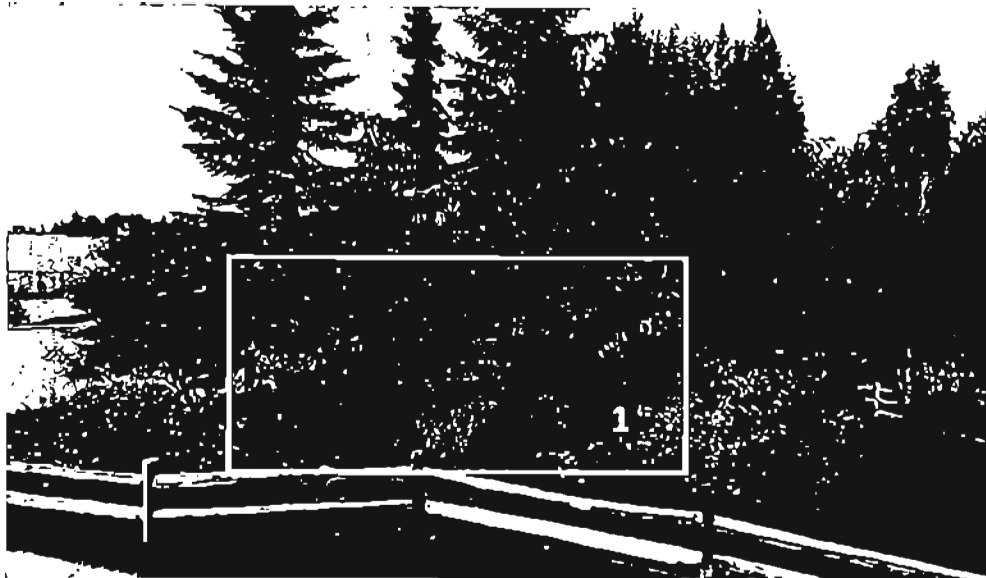
D-1. A portion of Lot 1, Block 1 of Resolution Pointe Subdivision is described as a maintenance easement of approximately 30 feet by 105 feet as measured along the north property line. Hickel Investment Company, or at a future date, Resolution Pointe Homeowners Association, Inc., will maintain the signage, trees, shrubs, and landscaping of this approximate 3,260 square foot area. This area is not to be used for any structure to be built on, or for any personal use by the owners of record of Lot 1, Block 1, Resolution Pointe Subdivision, such as entertainment, barbecuing, etc., *as shown below and labeled as "1"*.

D-2. The defined planting area in the center island at the 100th Avenue entrance, *as shown below and labeled as "2"*.



[IMAGES CONTINUE ON THE FOLLOWING PAGE]





GENERAL RECORDS

THE FOLLOWING IMAGE INCLUDES
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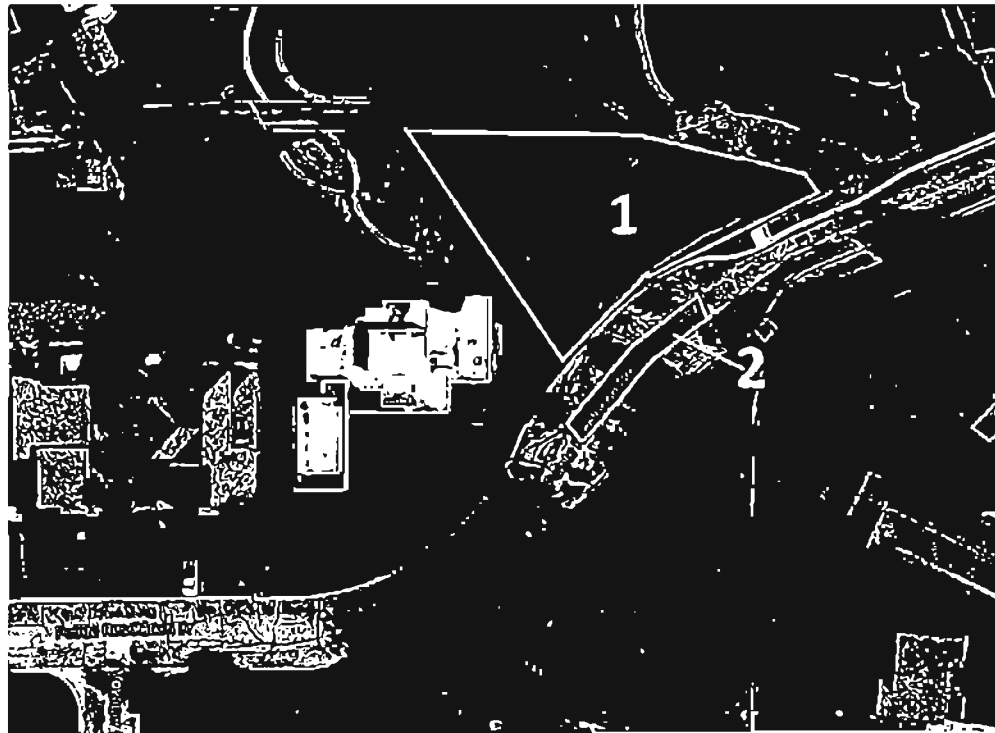
DOCUMENT NUMBER
2016 - 049862-0

Anchorage RECORDING DISTRICT

D. The areas located at the 100th Avenue / Resolution Pointe Drive entrance, as more particularly described below:

D-1. A portion of Lot 1, Block 1 of Resolution Pointe Subdivision is described as a maintenance easement of approximately 30 feet by 105 feet as measured along the north property line. Hickel Investment Company, or at a future date, Resolution Pointe Homeowners Association, Inc., will maintain the signage, trees, shrubs, and landscaping of this approximate 3,260 square foot area. This area is not to be used for any structure to be built on, or for any personal use by the owners of record of Lot 1, Block 1, Resolution Pointe Subdivision, such as entertainment, barbecuing, etc., *as shown below and labeled as "1"*.

D-2. The defined planting area in the center island at the 100th Avenue entrance, *as shown below and labeled as "2"*.



[IMAGES CONTINUE ON THE FOLLOWING PAGE]



