



Anchorage Recording District

**AMENDMENT NO. 1  
TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR RESOLUTION BLUFFS SUBDIVISION**

• *A Declarant Amendment, Exercising Development Rights,  
Creating Common Element Easements for a Cluster Mailbox System and a Sign* •

AFTER RECORDATION RETURN TO:

Hickel Investment Company, Inc.  
939 W. 5<sup>th</sup> Avenue  
Anchorage, Alaska 99501

**AMENDMENT NO. 1  
TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR RESOLUTION BLUFFS SUBDIVISION**

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Declarant, HICKEL INVESTMENT COMPANY, INC., an Alaska corporation, with a mailing address of 939 W. 5<sup>th</sup> Avenue, Anchorage, Alaska 99501, under that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RESOLUTION BLUFFS SUBDIVISION recorded on April 27, 2018 as Serial No. 2018-015185-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska ("**Declaration**"), in accordance the reservations of Additional Declarant Rights reserved pursuant to **Article VI** of the Declaration, does hereby amend the Declaration as set forth herein.

RECITALS

- A. Pursuant to Section 6.9 of the Declaration, the Declarant reserved certain Additional Declarant Rights, including the right by amendment to create Common Element easements, for (1) a cluster mailbox system within Lot 17; and (2) a sign, identifying the planned community within Lot 1, with the consent of the Lot Owners of Lot 1 and Lot 17, if not owned by Declarant, to the creation of the easement.
- B. Declarant is the owner of Lot 1 more particularly described as:
- Lot 1, Resolution Bluffs Subdivision, according to the official plat thereof, Plat No. 2017-93, records of the Anchorage Recording District, Third Judicial District, State of Alaska ("**Lot 1**").
- C. George Porter, whose mailing address is 2848 Diligence Circle, Anchorage, Alaska 99515 ("**Porter**") is the owner of Lot 17 more particularly described as:
- Lot 17, Resolution Bluffs Subdivision, according to the official plat thereof, Plat No. 2017-93, records of the Anchorage Recording District, Third Judicial District, State of Alaska ("**Lot 17**").
- D. Declarant desires to exercise its Additional Declarant Right to create a Common Element easement on Lot 1 and a Common Element easement on Lot 17.
- E. Porter, as Lot Owner of Lot 17, consents to the creation of a Common Element easement within Lot 17.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as set forth herein.





1. *Creation of Common Element Easement within Lot 1.* Declarant hereby creates a perpetual Common Element easement, for the benefit of RESOLUTION BLUFFS HOMEOWNERS ASSOCIATION, INC. ("**Association**"), within that portion of Lot 1 identified and labeled as *Community Sign Easement* on Exhibit A attached hereto and made part of ("**Sign Easement Area**") for the construction, use, maintenance, repair and replacement of a sign identifying the planned community. Access to the Sign Easement Area shall include the right to access the Sign Easement Area over the closet area of Lot 1 as is reasonably necessary to allow for the maintenance, repair and replacement, as needed from time-to-time, of the sign by the Association in accordance with the Declaration.

2. *Creation of Common Element Easement within Lot 17.* Declarant hereby creates, with the consent of Porter, a perpetual Common Element easement, for the benefit of the Association, within that portion of Lot 17 identified and labeled as *Community Mailbox Easement* on Exhibit B attached hereto and made part of ("**Mailbox Easement Area**") for the construction, use, maintenance, repair and replacement of a cluster mailbox system. The cluster mailbox system shall be used in common with all Lot Owners of a Lot in Resolution Bluffs. Access to the Mailbox Easement Area shall include the right to access the Mailbox Easement Area over the closest area of Lot 17 as is reasonably necessary to allow for the maintenance, repair and replacement, as needed from time-to-time, of the cluster mailbox by the Association in accordance with the Declaration.

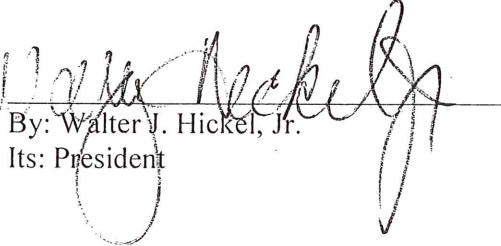
3. All other terms and conditions of the Declaration remain the same.

IN WITNESS WHEREOF, the Declarant has caused this Amendment No. 1 to be executed this 30<sup>th</sup> day of ~~July~~, 2018.

Aug

DECLARANT:

HICKEL INVESTMENT COMPANY, INC.

  
By: Walter J. Hickel, Jr.  
Its: President

[DECLARANT NOTARY ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE]



STATE OF ALASKA

)

)

ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 30<sup>th</sup> day of August, 2018, 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 **PRESIDENT** of **HICKEL INVESTMENT COMPANY, 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: 12/20/21



*[CONSENT OF PORTER APPEARS ON THE FOLLOWING PAGE]*



**CONSENT OF LOT OWNER OF**  
**LOT 17 OF RESOLUTION BLUFFS SUBDIVISION**  
Dated the 10<sup>th</sup> day of September, 2018

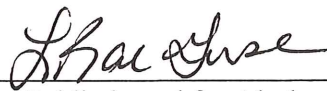
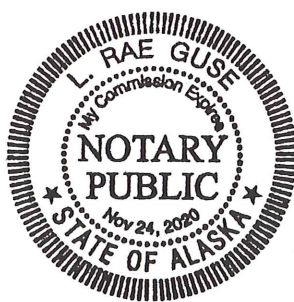
The undersigned, as Lot Owner of Lot 17, hereby consents and gives its approval of *Amendment No. 1 to the Declaration of Covenants, Conditions, and Restrictions for Resolution Bluffs Subdivision* and the creation of a Common Element easement within a portion of Lot 17 for a cluster mailbox system for the benefit of the Association to be used in common with all Lot Owners of a Lot in Resolution Bluffs.



\_\_\_\_\_  
George Porter

STATE OF ALASKA                                    )  
   )  
THIRD JUDICIAL DISTRICT                     )           ss.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
September, 2018, by **GEORGE PORTER**.

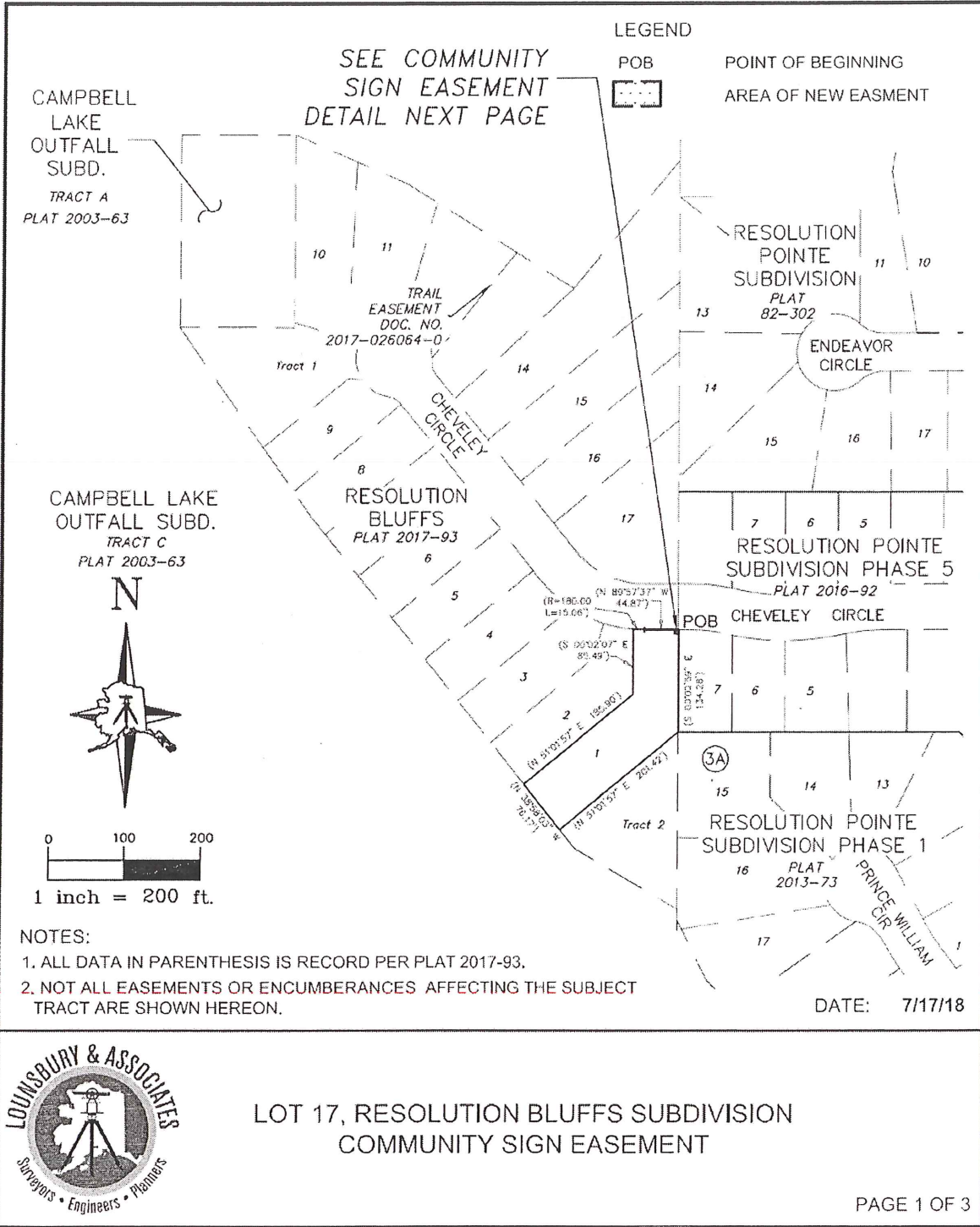


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Notary Public in and for Alaska  
My Commission Expires: 11.24.20

*[EXHIBIT A APPEARS ON THE FOLLOWING 3 PAGES]*




**EXHIBIT A**  
**COMMUNITY SIGN EASEMENT**





LEGEND

- POB POINT OF BEGINNING
-  AREA OF NEW EASEMENT

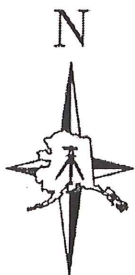
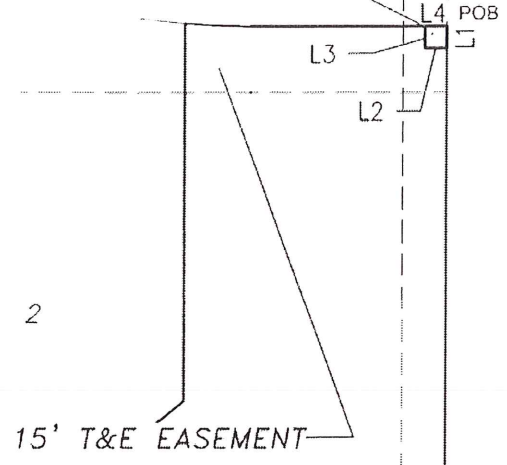
NOTES:

1. SEE SHEET 1 FOR NOTES

Line Table		
Line #	Length	Direction
L1	5.00	S00° 02' 59"E
L2	5.00	N89° 57' 37"W
L3	5.00	N00° 02' 58"W
L4	5.00	S89° 57' 37"E

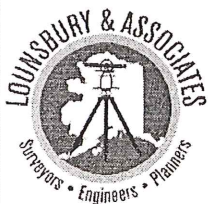
COMMUNITY SIGN  
EASEMENT  
0.001 ACRES /  
25 SQUARE FEET

CHEVELEY CIRCLE



1 inch = 40 ft.

DATE: 7/17/2018



LOT 17, RESOLUTION BLUFFS SUBDIVISION  
COMMUNITY SIGN EASEMENT

PAGE 2 OF 3





## Lot 17, Resolution Bluffs Subdivision

### Community Sign Easement

A parcel of land located within Lot 1, Resolution Bluffs Subdivision, according to the official plat thereof, filed under Plat Number 2017-93, Anchorage Recording District, Third Judicial District, State of Alaska, said parcel being more particularly described as follows (all bearings are based on said Plat Number 2017-93);

BEGINNING at the northeast corner of said Lot 1, as recorded under Plat Number 2017-93;

THENCE, S 00° 02' 59" E, along the east boundary of Lot 1, a distance of 5.00 feet;

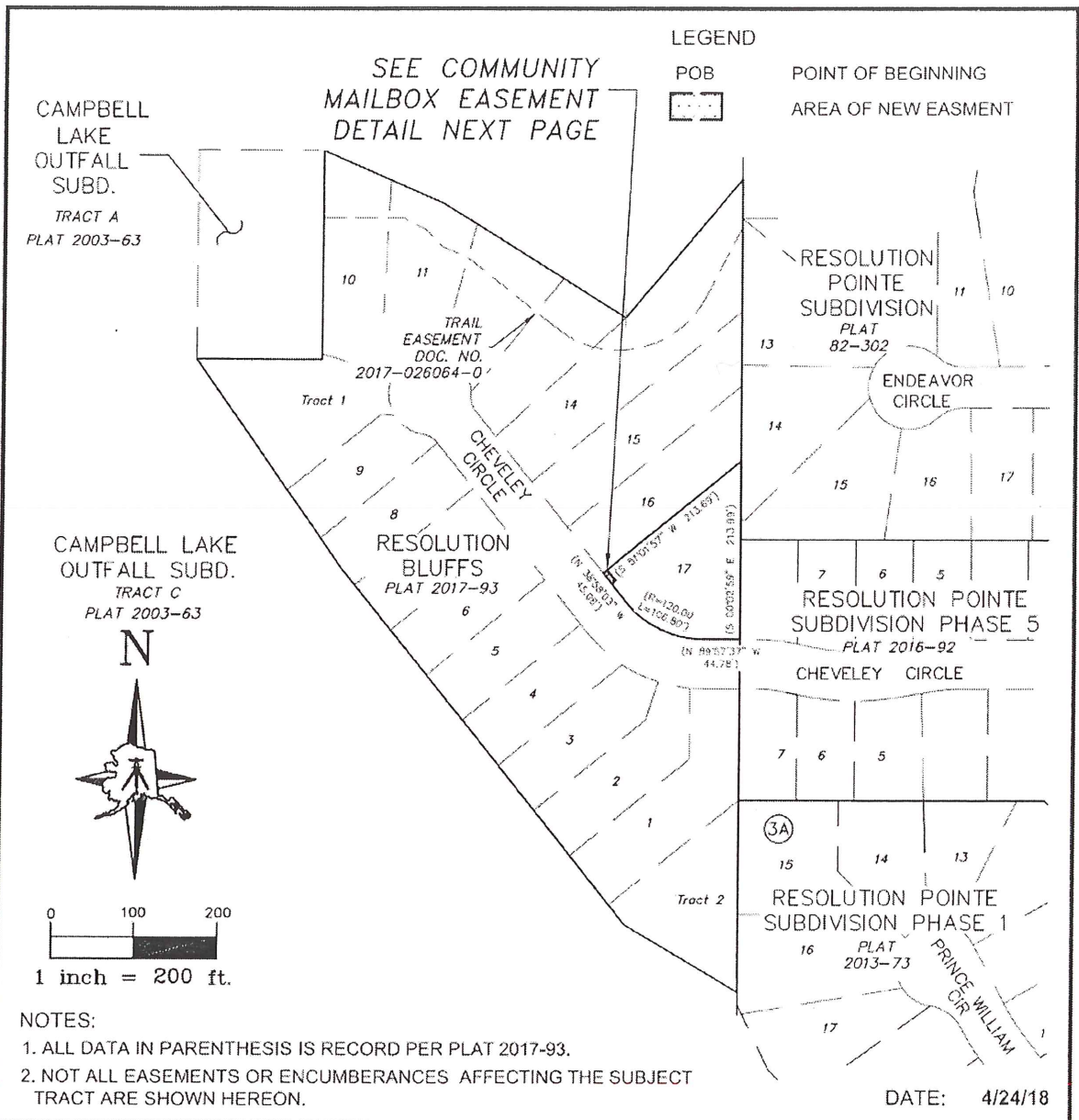
THENCE, N 89° 57' 37" W, a distance of 5.00 feet;

THENCE, N 00° 02' 58" W, a distance of 5.00 feet, to the Right-of-Way of Cheveley Circle;

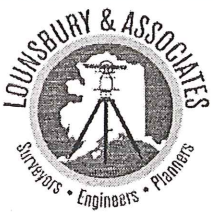
THENCE, S 89° 57' 37" E, along the Right-of-Way of Cheveley Circle, a distance of 5.00 feet to the point of beginning, and containing 0.001 acres (25 square feet), more or less.



**EXHIBIT B**  
**COMMUNITY MAILBOX EASEMENT**




- NOTES:
1. ALL DATA IN PARENTHESIS IS RECORD PER PLAT 2017-93.
  2. NOT ALL EASEMENTS OR ENCUMBRANCES AFFECTING THE SUBJECT TRACT ARE SHOWN HEREON.



**LOT 17, RESOLUTION BLUFFS SUBDIVISION  
COMMUNITY MAILBOX EASEMENT**

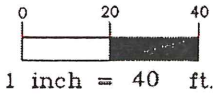
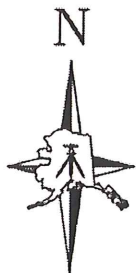
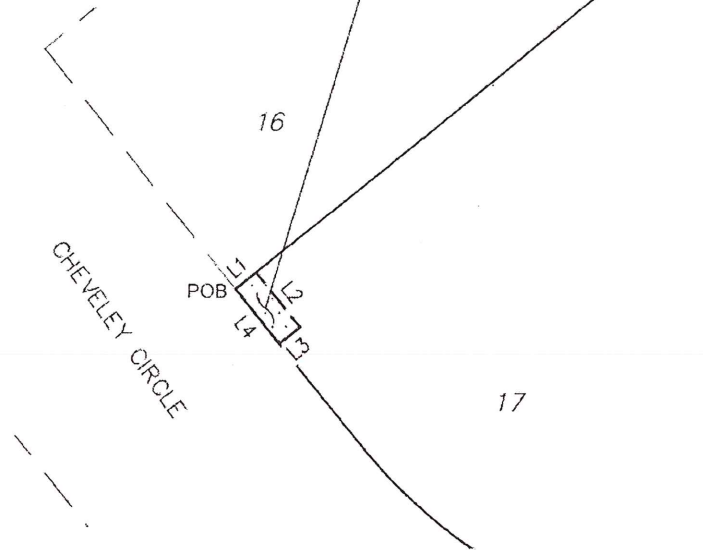


LEGEND

- POB POINT OF BEGINNING
-  AREA OF NEW EASEMENT

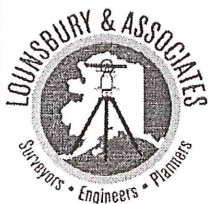
NOTES:  
1. SEE SHEET 1 FOR NOTES

COMMUNITY MAILBOX  
EASEMENT  
0.002 ACRES /  
96 SQUARE FEET



LINE DATA THIS PAGE		
LINE	BEARING	LENGTH
L1	N 51°01'57" E	6.00'
L2	S 38°58'03" E	16.00'
L3	S 51°01'57" W	6.00'
L4	N 38°58'03" W	16.00'

DATE: 4/24/2018



LOT 17, RESOLUTION BLUFFS SUBDIVISION  
COMMUNITY MAILBOX EASEMENT

PAGE 2 OF 3



**Lot 17, Resolution Bluffs Subdivision**  
**Community Mailbox Easement**

A parcel of land located within Lot 17, Resolution Bluffs Subdivision, according to the official plat thereof, filed under Plat Number 2017-93, Anchorage Recording District, Third Judicial District, State of Alaska, said parcel being more particularly described as follows (all bearings are based on said Plat Number 2017-93);

BEGINNING at the common southwest corner of said Lot 17 and southeast corner of Lot 16, as recorded under Plat Number 2017-93;

THENCE, N 51° 01' 57" E, along the common line between Lot 17 & Lot 16, a distance of 6.00 feet;

THENCE, S 38° 58' 03" E, a distance of 16.00 feet;

THENCE, S 51° 01' 57" W, a distance of 6.00 feet, to the Right-of-Way of Cheveley Circle;

THENCE, N 38° 58' 03" W, along the Right-of-Way of Cheveley Circle, a distance of 16.00 feet to the point of beginning, and containing 0.002 acres (96 square feet), more or less.



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Recording District 301 Anchorage  
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CC



*Anchorage Recording District*

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
RESOLUTION BLUFFS SUBDIVISION**

AFTER RECORDATION, RETURN TO:  
Hickel Investment Company, Inc.  
939 W. 5<sup>th</sup> Avenue  
Anchorage, Alaska 99501



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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
RESOLUTION BLUFFS SUBDIVISION**

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Declarant, HICKEL INVESTMENT COMPANY, INC., an Alaska corporation, with a mailing address of 939 W. 5<sup>th</sup> Avenue, Anchorage, Alaska 99501, does hereby submit the real property in Anchorage, Alaska described in **Schedule A-1**, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of governing, creating and to protect the value and desirability of Resolution Bluffs Subdivision, and setting forth covenants, conditions and restrictions that shall run with, the real property and be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 - Act. The *Uniform Common Interest Ownership Act, AS 34.08* of the Alaska Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The share of the Common Expense liability and the votes in the Association allocated to Lots in Resolution Bluffs Subdivision. The Allocated Interests are described in **Article VII** of the Declaration and listed in **Schedule A-2**.

Section 1.3 - ARC. ARC shall mean and refer to the *Architectural Review Committee*, referred to in **Article IX** of the Declaration

Section 1.4 - Association. Association shall mean and refer to *Resolution Bluffs Homeowners Association, Inc.*, a non-profit corporation organized under Chapter 10.20 of the statutes of the State of Alaska. It is the Association of Lot Owners for Resolution Bluffs Subdivision.

Section 1.5 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.6 - Common Elements. Each portion of Resolution Bluffs Subdivision other than a Lot.

Section 1.7 - Common Expenses. The expenses or financial liabilities for the operation of Resolution Bluffs Subdivision. These include:

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements;



- (b) Expenses declared to be Common Expenses by the Documents;
- (c) Expenses agreed upon as Common Expenses by the Association;

(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements.

Section 1.8 - Declarant. Declarant shall mean and refer to HICKEL INVESTMENT COMPANY, INC., and its successors and assigns as defined in Subsection 34.08.990(12) of the Act.

Section 1.9 - Declaration. This Document, including any amendments.

Section 1.10 - Director. A member of the Executive Board.

Section 1.11 - Documents. The Declaration and Plat which have been recorded, the Bylaws, and the Rules, if any, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.12 - Executive Board. The Board of Directors of the Association.

Section 1.13 - Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in Resolution Bluffs Subdivision, including but not limited to, buildings, trees and shrubbery, paving, signage, utility wires, pipes, nature trails and light poles.

Section 1.14 - Improved Lot. Improved Lot shall mean any Lot with a Residence suitable for occupancy.

Section 1.15 - Lot. A physical portion of Resolution Bluffs Subdivision designated for separate ownership or occupancy, the boundaries of which are described in **Section 4.2** of the Declaration and the use of which is restricted and governed by the provisions of the Declaration. Each Lot is a "Unit" as defined in AS 34.08.990(32).

Section 1.16 - Lot Owner. A Person, including the Declarant, who owns a Lot. Lot Owner does not include a Person having only a Security Interest in a Lot. The Declarant is the initial Lot Owner of any Lot created by the Declaration. A Lot Owner is a "Unit Owner" as defined in AS 34.08.990(33).

Section 1.17 - Manager. A person, firm or corporation employed or engaged to perform management services for Resolution Bluffs Subdivision and the Association.

Section 1.18 - MOA. MOA shall mean and refer to the *Municipality of Anchorage*.





Section 1.19 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.20 - Plat. The Plat filed with the Declaration as **Schedule A-3**, as it may be amended from time to time.

Section 1.21 - Property. The land, all Improvements, easements, rights and appurtenances which are subject to the Declaration, as described in **Schedule A-1**.

Section 1.22 - Public Offering Statement. The current document prepared pursuant to AS 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers.

Section 1.23 - Residence. Residence shall mean the building permitted on a Lot that is designed and constructed for use as a Residence.

Section 1.24 - Rules. Rules for the use of the Lots and Common Elements and for the conduct of persons within Resolution Bluffs Subdivision, which may adopted by the Executive Board pursuant to the Declaration.

Section 1.25 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.26 - Special Declarant Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VI**.

Section 1.27 - Unimproved Lot. Unimproved Lot shall mean any Lot without a Residence suitable for occupancy.

## ARTICLE II

### RESOLUTION BLUFFS SUBDIVISION: ASSOCIATION AND MEMBERSHIP

Section 2.1 - Resolution Bluffs Subdivision. Resolution Bluffs Subdivision is a *Planned Community*. The name of the Planned Community is *Resolution Bluffs Subdivision*.

Section 2.2 - Association. The name of the Association of Lot Owners is *Resolution Bluffs Homeowners Association, Inc.*, a non-profit corporation organized under the nonprofit corporations laws of the State of Alaska.



Section 2.3 - Membership in Association. Every Person who is a record Lot Owner of any Lot in Resolution Bluffs Subdivision is a member of the Association. Membership and voting rights in the Association are appurtenant to, and inseparable from, ownership of a Lot.

**ARTICLE III  
DESCRIPTION OF LAND**

The entire Property is situated in Anchorage, Alaska, and is located on land described in **Schedule A-1**.

**ARTICLE IV  
LOT BOUNDARIES**

Section 4.1 - Maximum Number of Lots. Resolution Bluffs Subdivision upon creation contains seventeen (17) Lots as shown on the Plat attached as **Schedule A-3**. Each Lot is a unit as defined in AS 34.08.990(32) of the Act and in the Declaration and includes all Improvements located within the boundaries of the Lot.

Section 4.2 - Lot Boundaries. The Lot boundaries are the boundaries of the Lots as shown on the Plat attached hereto as **Schedule A-3**.

Section 4.3 - Combining / Subdividing Lots. No Lots may be combined into one (1) or more Lots. No Lot may be subdivided into two (2) smaller Lots.

**ARTICLE V  
MAINTENANCE**

Section 5.1 - Repair and Maintenance by Association. The Association shall maintain, repair, and replace any Common Elements.

Section 5.2 - Repair and Maintenance by Lot Owner. Except as the Association is permitted to maintain and repair under **Section 5.3**, every Lot Owner shall:

- (a) Maintain the Residence, walls, fences, outbuildings and any other Improvements on the Lot in good condition and repair; and
- (b) Install and thereafter maintain in attractive condition the approved landscaping.

Section 5.3 - Right of Association to Maintain and Install. In the event that a Lot Owner fails to accomplish any maintenance or repairs required of the Lot Owner 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 Executive Board of a deficiency in such maintenance or installation by a Lot Owner, the Executive Board shall give notice of deficiency to the Lot Owner which shall briefly describe the deficiency and set a date for hearing before the Executive Board or a committee selected by the Executive Board for such purposes. The Executive Board 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) nor 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 Executive Board shall adopt which shall provide the Lot 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 Lot Owner. If the Executive Board or any such committee renders a decision against the Lot Owner, it shall further set a date by which the deficiency is to be corrected by the Lot Owner. A decision of such committee may be appealed to the Executive Board, but a decision of the Executive Board shall be final.

(d) If the deficiency continues to exist after the time limitation imposed by a final decision of the Executive Board or any such committee, the Executive Board or such committee may, but shall not be obligated to, cause such maintenance or installation to be accomplished.

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

(i) The date for performing the work shall be not less than fifteen (15) days nor more than sixty (60) days following the date of notice to the Lot Owner;

(ii) The Executive Board may extend the date of performance of the work for a period not to exceed nine (9) months, if a delay is necessitated by technical requirements or availability of contractors; and

(iii) Unless the Lot Owner and the Executive Board otherwise agree, such maintenance or installation shall take place only during the hours of 8:00am to 5:00pm on any day, Monday through Friday, excluding holidays.

(f) If the Association pays for all or any portion of such maintenance or installation, the cost of the work to the Association shall be a special assessment to the affected Lot Owner and Lot.

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Section 5.4 - Standards for Lot Owner Maintenance and Installation.

(a) Maintenance of the exterior of the Residence, 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 ARC, in accordance with **Article IX**.

(b) All portions of the Lot that are required to be landscaped shall be landscaped by the Lot Owner and thereof maintained by the Lot Owner in accordance with **Section 9.7(o)** and according to Rules promulgated by the Executive Board.

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

(d) Pursuant to and in accordance with plat note #10 of the subdivision plat, Plat No. 2017-93, Lot Owners of Lots on the *bluff* are prohibited from disturbing slopes in excess of twenty-five percent (25%) (in any manner) on the Lots adjacent to the bluff. Residences constructed adjacent to the *bluff areas* with slopes of fifteen percent (15%) to twenty-five percent (25%), shall have engineered foundations.

Section 5.5 - 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.

Section 5.6 - Reimbursement of the Association. A Lot Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Elements damaged through the Lot Owners fault.

**ARTICLE VI  
SPECIAL DECLARANT RIGHTS**

Section 6.1 - Special Declarant Rights. The Declarant reserves certain Special Declarant Rights, to the maximum extent permitted by law, which may be exercised anywhere within Resolution Bluffs Subdivision, which include the right to:

- (a) complete Improvements shown on the Plat;
- (b) maintain sales offices, model Residences, management offices and signs advertising Resolution Bluffs Subdivision;
- (c) appoint or remove an officer of the Association or an Executive Board member during a period of Declarant Control, as defined in **Section 6.6. (a)**, subject to the provisions of **Section 6.6** of the Declaration.



Section 6.2 - Models, Sales Offices and Management Offices. The Declarant and its duly authorized agents, representatives and employees may maintain a Residence within a Lot owned by the Declarant as a model Residence or sales office. The specific location may change from time to time as Residences on Lots are developed and sold. Declarant may assign this authority to Persons who purchase Lots for construction and sale.

Section 6.3 - Construction: Declarant's Easement. The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas within Lots owned by Declarant. Furthermore, Declarant reserves the right to control all such work and repairs, including, the right of access thereto until completion of such work or repairs. All work or repairs may be performed by the Declarant without the consent or approval of the Executive Board.

Section 6.4 - Signs and Marketing. The Declarant reserves the right to post signs and displays on Lots owned by Declarant to promote sales of Lots and to conduct general sales activities, in a manner that shall not unreasonably disturb the rights of Lot Owners.

Section 6.5 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property, promptly after the sale of the last Lot, any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 6.6 - Declarant Control of Association.

(a) Subject to **Subsection 6.6(b)**, there shall be a period of *declarant control* of the Association (“**Declarant Control**”), during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant Control terminates no later than the earlier of:

(i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Lot Owners other than Declarant; or

(ii) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period to Declarant Control, but in that event, the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument approved and executed by the Declarant before they become effective.





(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created to Lot Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Lot Owners other than the Declarant, not less than thirty three and one-third percent (33⅓%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant Control, the Lot Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds (⅔) vote of all Persons present and entitled to vote at a meeting of Lot Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 6.7 - Time Limitations on Special Declarant Rights. Except for Special Declarant Rights that may terminate earlier by statute and unless previously terminated by an amendment to the Declaration executed by the Declarant, Special Declarant Rights terminate at the latest to occur of the following:

Such time as the Declarant;

1. is no longer obligated under any warranty or obligation;
2. no longer owns a Lot; or
3. no longer holds any Security Interest in any Lot.

Section 6.8 - Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take an action or adopt any Rules that shall interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 6.9 - Additional Declarant Rights. Declarant reserves the right to create Common Element easements, for (1) a cluster mailbox system within Lot 17; and (2) a sign, identifying the planned community within Lot 1. Such Common Element easements shall be created by Declarant by an amendment to the Declaration and Plat identifying the location and size of the Common Element easements, to be recorded in the Anchorage Recording Districts, Third Judicial District, State of Alaska, and shall contain the consent of the Lot Owners of Lot 1 and Lot 17, if not owned by Declarant at the time of recording.

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**ARTICLE VII**  
**MEMBERSHIP IN ASSOCIATION AND ALLOCATED INTERESTS**

Section 7.1 - Membership. Every Lot Owner is a member of the Association. If a Lot is owned by more than one (1) person, all of the Lot Owners of such Lot shall have the benefits of membership in the Association, subject to such reasonable Rules and restrictions as the Executive Board shall determine from time to time. The membership rights of a Lot Owner which is not a natural Person may be exercised by any authorized officer, director, partner, trustee or manager.

Section 7.2 - Votes in the Association. Votes in the Association shall be calculated as follows: Each Lot shall be allocated one (1) vote. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as set forth in the Bylaws. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

Section 7.3 - Common Expense Liability. Each Lot shall be allocated an equal share of the liability for Common Expenses, except that Unimproved Lots may be assessed a reduced assessment that is not less than one-half (½) of the assessment against Improved Lots. The decision to reduce all assessments for Unimproved Lots shall be made by the Executive Board, in its sole and unfettered discretion, which shall not be subject to challenge.

**ARTICLE VIII**  
**RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

Section 8.1 - Use, Alienation and Occupancy Restrictions.

(a) Residential Use. Each Lot is restricted to residential use. One (1) single family Residence is permitted on each Lot. A single-family Residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage.

(b) Home Occupations. Home professional pursuits, not requiring regular visits from the public or unreasonable levels of traffic, mail, shipping, trash or storage are permitted. No sign indicating commercial or professional uses may be displayed on a Lot.

(c) Signs.

(i) Except as noted in the Special Declarant Rights reserved in **Article VI**, no sign whatsoever, including but not limited to, political signs, shall be displayed to the public view on any Lot; however, Lot Owners may display one (1) sign, of not more than six (6) square feet in area, advertising a Lot for sale or rent. In addition, the Association may maintain a sign or signs at the entrance of Resolution Bluffs Subdivision identifying the planned community, provided the



Association obtains an easement for the placement of the sign as set forth in **Section 6.9**.

(ii) No permitted sign shall be nailed or affixed to trees.

(iii) Permitted signs shall comply with the current laws and regulations applicable to signs in Resolution Bluffs Subdivision.

(d) Pets. Lot Owners may maintain pets on their Lots of the following types: domestic cats, domestic dogs, domestic birds, gerbils, rodents, reptiles; and fish. No other animals may be kept as pets.

(i) Birds must be kept in bird cages. Gerbils, rodents, and reptiles must be kept in terrariums or cages. Fish must be kept in aquariums only.

(ii) No more than a total of four (4) dogs and/or cats, *in any combination*, are permitted per Lot; however, Anchorage Municipal Code requires a special purpose license for persons or residences with, but not limited to: four (4) or more dogs; or four (4) or more cats.

(iii) No unreasonable quantity of pets shall be permitted.

(iv) Pets shall not be raised or bred for commercial purposes.

(v) Pets demonstrating behaviors within the classifications defined in *Anchorage Municipal Code* (“AMC”) 17.40.020(A), as it may be amended from time to time, and not falling within any of the exceptions contained AMC 17.40.020(B) are prohibited on the Property.

(vi) Lot Owners shall hold the Association harmless from all claims resulting from the actions of his or her pet.

(vii) Lot Owners shall be responsible for keeping their Lots, and Common Elements free and clear of pet feces. Lot Owners shall immediately remove their pet’s animal feces from all areas of the Property.

(viii) The provisions of the AMC leash law (AMC 17.10.010, as it may be amended from time to time) shall be observed and pets shall be leashed and kept under control at all times. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law. No pets shall be left alone outside of a Residence unless they are in a fenced yard.

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(ix) Lot Owners shall contain and control their pets to the extent necessary to prevent their pet from creating or becoming a nuisance as defined and described in AMC 17.10.015, as it may be amended from time to time. Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners shall be permanently removed from the Property upon three (3) days' written notice and hearing from the Executive Board. If the pet owner fails to honor such request, the Executive Board may remove the offending pet.

(e) Refuse. Trash, garbage or other waste shall be wrapped in a secure package and deposited into such trash containers as approved by the refuse company and shall be kept clean and sanitary. Trash containers shall not be visible to adjacent Lots or to the public from the street, except when placed outside for collection the evening before or the day of garbage pick-up. No outside burning of trash or garbage is permitted. The storage of refuse, junk, trash, waste or construction materials, not being used in active construction of the Lot, is prohibited on Lots.

(f) Quiet Enjoyment / Noise Control. Lot Owners, their tenants, invitees, or contractors shall not do anything that interferes with the quiet enjoyment of Resolution Bluffs Subdivision. No sound shall be emitted from any part of the Property which is unreasonably loud or annoying to other Lot Owners that create unreasonably loud, annoying or undesirable noises. Use of snowmachines on the Property is not permitted.

(g) Odors. No odor shall be emitted from any part of the Property which is noxious or unreasonably offensive to other Lot Owners.

(h) Parking, Vehicles and Storage.

(i) Junk vehicles and inoperable vehicles shall not be parked within Resolution Bluffs Subdivision. A junk vehicle is a vehicle which is missing essential parts, such as but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system or any other parts that are necessary for the legal operation of a vehicle. Additionally, inoperable vehicle is a vehicle which has remained inoperable for a period of thirty (30) consecutive days. Vehicles parked in violation of these restrictions may be towed by the Association.

(ii) Except for vehicles belonging to the Declarant and its subcontractors or persons or entities performing permitted construction activities, no construction vehicles or equipment such as dump trucks, bulldozers, backhoes, or graders may be kept within the Property. Except as provided in **Article VIII**, no trailer, motor home, boat, snowmachine, recreational vehicle 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 thirty-six (36) hour period is for the loading and unloading of the vehicle prior to





and after its use. Garages shall be used in a manner that permits two (2) cars to be parked in the garage at all times.

(iii) No automobile may be parked on the street unless it is there on a temporary basis. Temporary shall mean and refer to: (1) the parking of vehicles belonging to guests of Lot Owners, including but not limited to, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Lot Owners; and (2) parking of vehicles belonging to or being used by Lot Owners or residents of Resolution Bluffs Subdivision for loading or unloading purposes, or while being used for work on the Lot or Improvements. The Executive Board may adopt Rules for the regulation of the parking of vehicles within the Property, including the assessment of charges to Lot Owners or their invitees who violate such Rules. No work of any kind, including but not limited to, tune ups, oil changes or any other minor maintenance may be performed on a vehicle while in view of the street whether or not it is in the street or on a Lot. No vehicle, owned or under the control of a Lot Owner or resident of Resolution Bluffs Subdivision, larger than three quarter ( $\frac{3}{4}$ ) ton in gross capacity shall be permitted to remain on the Property or on any street within Resolution Bluffs Subdivision.

(i) No part of the Property may be used for the storage of equipment, materials or merchandise used or to be sold in a business or trade, other than permitted home occupations.

(j) Marijuana. Subject to the Americans with Disabilities Act, the use of Marijuana in any manner is prohibited anywhere within Resolution Bluffs Subdivision, including the Lots. The Property shall not be used for or in support of the following: any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions or harvested portions of the marijuana plant.

(k) Drones. A drone is defined as a powered aerial vehicle that flies autonomously or is remotely piloted. No Person may operate, cause, allow, or authorize the operation of a drone in the airspace above any portion of Resolution Bluffs Subdivision in such a way as to invade the privacy of the Lot Owners or their guests, whether equipped with a camera or otherwise. The Executive Board may, in its sole discretion, create Rules governing the use of drones in Resolution Bluffs Subdivision.

(l) Tarpaulin and Other Coverings. Tarpaulin products constructed of any material and of any color are prohibited coverings for any item on a Lot in view of other Lots or from the street.



(m) Antennae and Satellite Dishes. 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 Lot Owner:

(i) *Unacceptable Locations.* Except as otherwise provided herein, antennas and satellite dishes shall not encroach upon Common Elements, another Lots or the setbacks contained in **Article X**.

(ii) *Shielded from View.* To the maximum extent possible, antennas and satellite dishes shall be located in a place shielded and/or screened from the view of the streets, the public and from other Lots.

(iii) *Safety and Non-interference.* Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Lots.

(iv) *Maintenance.* Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

(n) Common Elements. The following activities are prohibited on the Common Elements:

- (i) Overnight camping and the erection of tents or other shelters.
- (ii) Barbecues or fires.
- (iii) The consumption of alcoholic beverages.
- (iv) The placement of private gardens, grass clippings, leaves and landscaping debris.
- (v) The storage of wood piles, equipment or household items.
- (vi) Gatherings, sport or group activities without written authorization from the Executive Board.
- (vii) Use of motorized vehicles.
- (viii) Damage to or removal of shrubs or trees.

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(o) Easements. Easements for utilities and trails are shown on the Plat. No permanent structure, plantings or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or trails.

(p) Association Not Responsible for Security. The Association is not an insurer or guarantor of safety or security within the Property. Each Lot Owner and occupants of a Residence on a Lot and their respective guests or invitees shall be responsible for their own personal safety and the security of their personal property in Resolution Bluffs Subdivision.

Section 8.2 - Restrictions on Alienation. A Lot may not be conveyed pursuant to a time-sharing plan. A Lot or any portion thereof may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. All leases of a Residence on a Lot shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant, provided that the Association first gives the Lot Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action. The Association shall be provided with any lease agreement that is anticipated to be used by a Lot Owner in advance of renting a Residence or any portion of a Lot.

No Lot or portion of a Lot may be leased whatsoever for the purpose of a bed and breakfast, or similar usage, or in a fashion in which a paying occupant is being provided any customary hotel service, including but not limited to, furnishing amenities (laundry, linens, etc.) or advertising of any portion of a Lot for rentals with a term less than twenty-nine (29) consecutive days or accepting and/or using a booking system, such as *Airbnb* or similar service, and providing check-in/check-out times and/or per night or weekly rates. The Lot Owner shall provide to the lessee a copy of the Documents. The Lot Owner shall provide the Association with a copy of the lease prior to occupancy by the lessee.

Section 8.3 - Temporary Structures. No structure of a temporary character such as trailers, tents, shacks, or other outbuildings shall thereafter be used for residential occupancy on any Lot at any time, either temporarily or permanently. No structures of a temporary character, including but not limited to, trailers, tents and similar structures shall be built or permitted within Resolution Bluffs Subdivision.

Section 8.4 - Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, gravel pits, quarrying, or mining operations of any kind shall be permitted within 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 equipment structure designed for use in drilling oil or natural gas production thereof shall be erected, maintained or permitted upon the Property.





Section 8.5 - 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 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 8.6 - Compliance with Government Requirements. Lot Owners shall comply with applicable government laws and regulations now or thereafter in effect with respect to their Lot.

## ARTICLE IX DESIGN CONTROL

### Section 9.1 - Additions, Alterations and Improvements of the ARC.

(a) In order to maintain architectural integrity and design harmony within Resolution Bluffs Subdivision, the ARC shall review the design, materials, and appearance of the Residence structures, landscaping, and other Improvements on the Property.

(b) Prior to commencing construction of Improvements, clearing or site grading on a Lot, including but not limited to, clearing and excavation, a Lot Owner shall obtain the written approval of the ARC in accordance with **Section 9.4** below.

(c) Detailed design guidelines and specifications for construction and development of Lots may be adopted by the ARC that are consistent with those set forth in **Section 9.7** herein. All design guidelines and decisions shall be compliant with the notes set forth on the Plat governing the construction on the Lots.

### Section 9.2 - Architectural Review Committee.

(a) The ARC shall be comprised of three (3) individuals chosen by the Declarant. Any or all of the ARC members may be removed and replaced by the Declarant at any time, with or without cause. The control of the ARC shall be relinquished to the Lot Owners via written instrument executed and recorded by Declarant at such time that the first Residence has been constructed on all Lots. Upon recordation of the relinquishment of control of the ARC, the Executive Board shall appoint individuals to the ARC.

(b) ARC meetings shall occur at such time as Declarant or another ARC member gives not less than twenty-four (24) hours' notice in advance of the scheduled meeting time. The notice shall be delivered via e-mail, fax or voicemail to each ARC member. ARC meetings shall be held in Anchorage, Alaska at a location designated by Declarant.





(c) One (1) ARC member appointed by Declarant and one (1) other ARC member shall constitute a quorum at a meeting. The majority of votes of the ARC members present at a meeting at which a quorum is present shall constitute the decision of the ARC. If a majority of a quorum of ARC members severally or collectively consent in writing to any action taken or to be taken without a meeting, such action shall be a valid ARC action. Meetings of the ARC may be held telephonically.

Section 9.3 - Scope of Review.

(a) In order to preserve the value, attractiveness, livability and desirability of Resolution Bluffs Subdivision certain objective standards as set forth in accordance with **Section 9.7** and certain subjective qualities must be controlled. Subjective qualities, include but are not limited to: exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed Improvements with the topography of Resolution Bluffs Subdivision and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual builders. Therefore, the ARC shall review these subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether or not said Improvements are consistent with the objective standards set forth in **Section 9.7** and do not detract from the value, attractiveness, livability and desirability of Resolution Bluffs Subdivision.

The ARC review will include a review of: (1) the overall harmony of external design with existing structures; (2) the location with respect to topography and finished grade elevation; (3) compliance with land use provisions of the Declaration and other applicable governmental regulations; and (4) the appearance so of to minimize repetitive architectural design structures.

(b) The ARC may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing subjective standards as well as the standards set forth in **Section 9.7**. The ARC may maintain a portfolio containing examples of subjective qualities the ARC deems desirable, and use it as a guide when making decisions. At its discretion, the ARC may also choose to review proposed Improvements for compliance with some or all of the other provisions of the Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the ARC shall not relieve the Lot Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of the Declaration.

(c) The ARC shall also review and consider the experience and previous construction activities of the contractor(s) constructing the Improvements.

Section 9.4 - Request for Approval. The ARC may adopt written procedures and requirements for applications for approval of Improvements and charge a fee to cover the cost of processing the application. Such fee shall be determined by the ARC from time to time.



(a) Lot Owners requests for approval of proposed Improvements shall be submitted to the ARC by means of electronic mail to an email address specified by the Declarant with a file attachment containing the following items, if applicable:

- (i) a letter specifying the approval requested;
- (ii) plans showing the nature, kind, shape, size, height, elevations, materials, color, texture and location of the proposed Improvements;
- (iii) a landscaping plan;
- (iv) any other material reasonably required by the ARC in accordance with procedures and requirements of the ARC;
- (v) a drainage plan that complies with the water drainage plan approved by the MOA for the Property;
- (vi) a site plan showing the location of the proposed Improvements, well, septic system, and areas of clearing or removal of vegetation with identification of any disturbed areas.

(b) If the ARC finds that the application as submitted is not adequate to allow a decision to be made, the ARC shall notify the Lot Owner in writing within seven (7) days of its receipt of the incomplete application. The notice shall include a list of the deficiencies or additional information required by the ARC. The application shall be deemed complete when the Lot Owner submits all said additional details to the ARC. If no such notice is made to the Lot Owner within said seven (7) day period, the application shall be deemed complete as originally submitted.

No less than thirty (30) days prior to construction, the Lot Owner at Lot Owners expense shall submit to the ARC for approval, a plot plan drafted by a registered surveyor, showing Residence, driveway and clearing limit locations.

Section 9.5 - ARC Decision.

(a) The ARC shall make written approval or denial of the proposed Improvements within seven (7) days from the date the application was deemed complete under the above **Section 9.4**. If the ARC finds reason to object to the proposed Improvements, it shall provide the Lot Owner with a written denial identifying the concerns and objections thereto. ARC failure to respond in writing within said seven (7) day period, shall not be deemed to be approval of said Improvements.

(b) If a plan is not approved by the ARC, the Lot Owner, after receipt of notice of disapproval, may request a meeting with ARC to resolve the reasons for the disapproval. If such a meeting is requested, the ARC shall meet with the Lot Owner





within five (5) days after receipt of a request for a meeting and provide a detailed explanation of the reasons for disapproval and specify the revisions and/or corrections to the plan that would be acceptable to the ARC. Within seven (7) days after said meeting, the Lot Owner may resubmit the plans to the ARC and the ARC shall make written approval or denial of the proposed plan within two (2) days after receipt of the Lot Owner's re-submitted plans.

(c) ARC review does not imply a review as to the adequacy of the plans or specifications for strength, suitability, durability and structural design. Furthermore, approval of requests to the ARC shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials.

Section 9.6 - Majority Action. Subject to the provisions of **Section 9.2** herein, a majority of ARC members shall have the power to act on behalf of the ARC, without the necessity of a meeting. The ARC may render its decision only by written instrument setting forth the action taken by the ARC members consenting thereto and specifying the reasons for approval or denial of the application.

Section 9.7 - Design Guidelines and Specifications. All Lots within Resolution Bluffs Subdivision are subject to the following design guidelines and specifications.

(a) Structure Type. Not more than three (3) structures are permitted on a Lot. One (1) structure shall be a detached single-family Residence. The other two (2) structures may be any of the following types of outbuildings ("**Permitted Outbuildings**"): (i) a shed; (ii) a detached garage; (iii) a shop; or (iv) a greenhouse. Not more than one (1) of any category of Permitted Outbuildings shall be permitted on a Lot. Pursuant to and in accordance with plat note #9 of the subdivision plat, Plat No. 2017-93, all structures are required to have *footing drains* connected to the infrastructure.

(b) Accessory Dwelling Unit. No accessory dwelling unit ("**ADU**") is permitted on any Lot within Resolution Bluffs Subdivision.

(c) Temporary Structures. Temporary structures of any kind are prohibited. No connexes, mobile homes or similar structures may be placed on the Property.

(d) Residence Size. Two-story Residences constructed on a Lot shall have a minimum finished living area of two thousand four hundred square feet (2,400 sf) in size, not including the garage, porches or decks. Single story Residences shall have a minimum of two thousand square feet (2,000 sf) of finished living area, not including the garage, porches, or decks.

(e) Structure Size of Sheds & Shops. The footprint of a shed, shop, or greenhouse shall not exceed four hundred (400) square feet.



(f) Garage Size. A three (3) car garage is encouraged; however, all garages shall accommodate a minimum of two (2) full size cars. Garages must be constructed at the time that the single-family Residence is constructed. The garage may be either attached or detached.

(g) Building Height. Building height shall be governed by applicable MOA code requirements.

(h) Setbacks.

(i) Structures and other Improvements shall be placed in compliance with the applicable MOA Lot setback requirements as well as the setbacks set forth below. If the MOA setbacks for structures are less than the setbacks shown below, then the setbacks shown below shall govern. The specific location of Improvements on a Lot is subject to the approval of the ARC. Structures may not encroach into the minimum setback requirements as follows:

*Front Yard:* A minimum setback of twenty feet (20') from the front Lot Line. This may be created by the ARC for Lots in order to vary the streetscape to achieve an aesthetically pleasing appearance, taking into account driveway, garage, and architectural design of Residences.

*Side Yard:* A minimum setback of seven feet (7') from any side Lot line.

*Rear Yard:* A minimum setback of twenty feet (20') from the Residence or Permitted Outbuilding to the rear Lot line.

*Easement Areas:* No structures or Improvements shall be built that would be within or disrupt the use of trail easements or private access easements, as shown on the Plat.

(ii) Construction on a Lot shall comply with all applicable laws and regulations of the MOA, and the master grading plan for Resolution Bluffs Subdivision as approved by the MOA. The grading of Lots 11, 12, 13, and 14 shall be coordinated by the ARC and Lot Owner, so as to address issues created by irregular slopes. Detailed grading plans for these Lots must be approved and shall be reviewed to ensure compliance with any updated detailed grading plan for Resolution Bluffs Subdivision.

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(i) Exterior Appearance, Colors and Materials.

A. Residence Structure.

(i) *Color.* Exterior colors shall be restricted to colors approved by the ARC. Approved paint colors shall be applied uniformly on all elevations of a Residence. Exterior siding, roofing, and trim colors which in the reasonable judgment of the ARC are overly vibrant or aesthetically incompatible with the surrounding Residences shall not be permitted. The color of the trim, gutters, downspouts, porches, decks, railings and exterior stairways shall match the color of the surface from which they project or be an approved accent color.

(ii) *Siding.* Residences shall have such siding products as may be approved from time to time by the ARC. No T1-11 siding product is permitted on any exterior surface that is visible from the street. Log homes are permitted.

(iii) *Materials - Other.* Other permitted exterior accent finishes include brick, stone and such other exterior finish product as may be approved from time to time by the ARC.

B. Sheds, Greenhouses, and Shops. Permitted Outbuildings, other than detached garages, shall not be visible from the street. The siding product and color of a shed, greenhouse and/or shop shall be aesthetically compatible with the Residence on the Lot. The ARC may dictate additional restrictions, including but not limited to, the location of the shed, greenhouse and/or shop on the Lot. Greenhouses may have plastic or glass exteriors with trim and support components that are compatible with the Residence.

C. Garages.

(i) Detached garages must be the same color as the Residence and must be constructed of the same type of exterior material as the Residence.

(ii) No more than three (3) double or single garage doors may be visible from the street. Garage entry doors shall be metal or wood overhead doors or such other product as may be approved from time to time by the ARC.

(j) Roof and Chimney.

(i) *Roof.* Roof material, color and texture must be approved by the ARC. Flat roof construction is permitted. No maximum or minimum pitch is



specified; however, roof pitch shall be subject to approval by the ARC based upon design and proportion of the Residence structure and so as to harmonize with the architectural style and integrity of the Residences in Resolution Bluffs Subdivision.

(ii) Chimneys and Support Columns. Chimneys shall be concealed within a framed and sided enclosure or masonry structure above the roof surface. Support columns shall be clad with decorative treatment or furred and finished with decorative collars or corbels.

(k) Driveway Paving and Location of Utilities.

(i) Utility installations shall be underground. Excavation for utilities shall be accomplished in such a manner as to remove minimal vegetation and maintain privacy between Lots. Any utility connections or work disturbing or damaging roads, curbs, drainage contours, or buffer vegetation shall be repaired or replaced by the Lot Owner.

(ii) All driveways shall be paved with asphalt or concrete.

(l) Exterior Lighting. Exterior lighting fixtures affixed to a Residence shall: (a) broadcast light downward at no more than a thirty (30) degree angle from the perpendicular line between the fixture and the ground; and (b) shall not reveal any exposed light sources beyond the front yard area. Exterior lighting shall not unreasonably impact other Lots. Lighted driveways are permitted.

(m) Designs. The Declarant intends to create a superior residential neighborhood with a wide range of Residence designs, and appearances. Accordingly, landscaping and Residence designs on adjacent Lots shall be varied.

(n) Construction and Completion.

(i) During construction of Residences, Lot Owners and contractors shall protect pavements, curbs, walkways, streets and utility structures from damage. Pedestrian and road right-of-ways and driveways shall be kept clear of equipment and building materials. Construction debris and waste shall be kept to a minimum and removed from time to time in accordance with professional building industry standards, and ARC requirements.

(ii) Construction of the exterior of each Residence shall be completed within one (1) year from the date of commencement of excavation on the Lot. Extensions may be granted by the ARC on a reasonable basis for delays caused by factors not reasonably foreseen by the Lot Owner but may be subject to a fee as established by the ARC. The fee shall be no less than one thousand dollars (\$1,000).



(iii) Pursuant to and in accordance with plat note #7 of the subdivision plat, Plat No. 2017-93, all Lots within Resolution Bluffs are within *Hazard Zone 4* with *high ground failure* susceptibility. A geotechnical report, including slope stability analysis, shall be submitted and reviewed by the MOA Building Safety Division of Development Services as part of the permitting process.

(iv) Pursuant to and in accordance with plat note #8 of the subdivision plat, Plat No. 2017-93, Lots 1-14 of Resolution Bluffs are situated within the *Flood Hazard District*, as it exists on the date of the Plat. The boundaries of the Flood Hazard District may be altered from time-to-time in accordance with the portions of Anchorage Municipal Code §21.04.080D.4. All construction activities and any land use within the Flood Hazard District shall conform to the requirements of Anchorage Municipal Code, Chapter 21.04.080.D.

(o) Landscaping; Maintenance; Weed Control. Landscaping shall be required that is compatible with and harmonious to the appearance of other landscaping in Resolution Bluffs Subdivision and shall be completed within one (1) year from the date of a conditional certificate of occupancy or certificate of occupancy. Any substantial change in the type or location of approved landscaping vegetation shall require approval of the ARC. Each Lot Owner shall diligently maintain, trim, weed, cultivate, husband, protect, preserve, and otherwise keep in a healthy and attractive condition the shrubs, trees, hedges, grass, planters, gardens and other landscaping upon the Lot Owner's Lot, and shall keep the Lot Owner's Lot free of noxious weeds. The Association may inspect the Lots periodically, and may give written notice to the Lot Owner or Resident of a Lot that corrective measures are required. If the corrective action is not corrected within thirty (30) days following the giving of such notice, the Association may enter upon the subject Lot to perform the work itself, or may contract to have the work performed by a third party, and all associated costs and expenses shall be assessed to the Lot Owner. Each Lot Owner shall also maintain all paved, concrete and other synthetically surfaced areas within the Lot Owner's Lot, including without limitation, any surfaced driveway and parking areas, in good condition and repair.

(p) No Tree Cutting or Lot Clearing Without Prior ARC Approval. Subsequent to the completion of the original construction and landscaping on a Lot, no live trees or natural vegetation may be removed from a Lot except those that have been approved by the ARC to be cleared for the placement of the Residence, Permitted Outbuildings, and the driveway.

(i) Slash, stumps, overburden piles, surface debris and vegetation approved by the ARC for excavation and/or clearing operations shall be buried or removed from the Property within thirty (30) days of completion of excavation or clearing operations. Such disturbed, cleared and exposed soil surfaces shall be reseeded or covered with landscaping or natural vegetation to prevent soil erosion.

(ii) Bulldozers and other heavy equipment may be used to clear the driveway and building site only.





(iii) Dead, diseased or naturally fallen vegetation shall be removed from a Lot by the Lot Owner each year between June 15<sup>th</sup> and October 15<sup>th</sup>.

(q) Fences. Fence height, material and design shall be in compliance with the MOA standards and the criteria established and published by the ARC from time to time. Fences shall be architecturally attractive.

(i) Chain-link fences are prohibited within the Property.

(ii) Lot Owners may construct a fence not exceeding six feet (6') in height that encloses their Lot on 'side and back' Lot boundary lines.

(iii) Fences on the Lot boundary with the street shall be decorative fences not exceeding four feet (4') in height.

## ARTICLE X AMENDMENTS TO DECLARATION

Section 10.1 - General. Except as otherwise provided by law or elsewhere in the Declaration, the Declaration, may be amended only by vote or agreement of Lot Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, unless a higher percentage is required under the Act.

Section 10.2 - Execution of Amendments. An amendment to the Declaration must be executed and recorded on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of such designation, by the president of the Association.

Section 10.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded in the Anchorage Recording District. The amendment is effective only upon recording.

Section 10.4 - Limitations of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 10.5 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 10.6 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, an amendment may not change the boundaries of a Lot, change the Allocated Interests of a Lot, or the uses to which a Lot is restricted in the absence of one hundred percent (100%) consent of the Lot Owners.

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**ARTICLE XI  
AMENDMENTS TO BYLAWS**

The Bylaws may be amended only by two-thirds ( $\frac{2}{3}$ ) of the members of the Executive Board, following notice to all Lot Owners, at a meeting duly called for such purpose. At such meeting, Lot Owners shall have the right to offer comments, but the decision shall rest entirely with the Executive Board.

**ARTICLE XII  
ASSESSMENT AND COLLECTION OF COMMON EXPENSE**

Section 12.1 - Common Expenses Attributable to Fewer than all Lots.

(a) Any Common Expense for services provided by the Association to an individual Lot, either permitted by the Declaration or provided at the request of the Lot Owner, shall be assessed against the Lot which benefits from such service.

(b) An assessment to pay a judgment against the Association may be made only against the Lots within Resolution Bluffs Subdivision at the time the judgment was entered, in proportion to their Common Expense liabilities.

(c) If a Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against the Lot(s) owned by said Lot Owner.

(d) Fees, including attorney's fees, charges, late charges, fines, collection costs and interest charged against a Lot Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 12.2 - Lien.

(a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of the Declaration; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is also prior to all



Security Interests described in Subdivision (2) of this Subsection if the common expense assessment based on the periodic budget adopted by the Association, pursuant to **Section 12.3** of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

(c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if a Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.

(f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.

(h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 12.3**.

(j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under **Subsection 12.2(b)**, above. Any unpaid assessments not satisfied from the





proceeds of sale become Common Expenses for which all the Lot Owners, including the purchaser, may be assessed. For the purposes of this Subsection, "the purchaser" shall include but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.

(k) Any payments received by the Association to discharge a Lot Owners obligation may be applied to the oldest balance due.

(l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.

(m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in **Subsection (j)**, above.

Section 12.3 - Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Property, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Lot Owners rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 12.4 - Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **Section 12.1**, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expenses to the Lot Owners for their consideration and comment in the same manner as a budget under **Section 12.3**, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 12.5 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 12.6 - Payment of Common Expenses. All Common Expenses assessed under this Article shall be due and payable at such intervals as determined by the Executive Board.

Section 12.7 - Acceleration of Common Expense Assessments. In the event of a default for a period of ten (10) days by any Lot Owner in the payment of any Common Expense assessment levied against his or her Lot, the Executive Board shall have the right, after notice and hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as





a result of a foreclosure of its Security Interest shall be exempt from the application of this Subsection.

Section 12.8 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1<sup>st</sup>) day of the month following the month in which conveyance of a Lot to a Lot Owner occurs, except that reasonably reduced assessments may be allocated to any unsold Lots for a period not exceeding sixty (60) days after conveyance of the first (1<sup>st</sup>) Lot. Said reduction in Declarant assessments for unsold Lots include management fees and any other costs deemed unnecessary for unsold Lots.

Section 12.9 - No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessments are made.

Section 12.10 - Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

Section 12.11 - Reserves. As part of the adoption of the regular budget pursuant to **Section 12.3**, the Executive Board may include an amount which, in its reasonable business judgment, shall establish and maintain an adequate reserve fund for the replacement of Improvements within the Common Elements, based upon the Improvement's age, remaining life and estimated replacement cost. Alternatively, the Executive Board, in its reasonable business judgment, may choose not to collect reserves for the maintenance, repair and replacement of the Common Elements. In such case, if any maintenance, repair and replacement of the Common Elements is necessary at a future date, which (1) the cost of maintenance is not covered or (2) a deductible is required under the insurance policy obtained by the Association, a special assessment may be assessed to each Lot Owner for the cost of such maintenance or said insurance deductible.

Section 12.12 - Capitalization of the Association. Lot Owners shall contribute to the working capital of the Association an amount equal to two (2) months' installments of the annual assessment at the rate in effect at the time of the sale, and upon the sale of each Lot from the Declarant to a Lot Owner. Such payments to this fund shall not be considered advance payments of annual assessments. Declarant may not use any working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

### ARTICLE XIII PERSONS AND LOTS SUBJECT TO DOCUMENTS

Section 13.1 - Compliance with Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot



constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

Section 13.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use of the Common Elements, and the use and occupancy of Lots.

## ARTICLE XIV INSURANCE

Section 14.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners at their last known address.

### Section 14.2 - Property Insurance.

(a) Property insurance may be maintained on any personal property or insurable Common Element Improvements owned by the Association. Selecting the deductible and allocation of responsibility for payment of the deductible shall be according to the policy established by the Executive Board.

(b) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(c) The name of the insured shall be substantially "*RESOLUTION BLUFFS HOMEOWNERS ASSOCIATION, INC.*"

(d) Lot Owners shall maintain such insurance as they may choose insuring the insurable structures located within their Lot. Lot Owners are encouraged to insure their Improvements and personal property.

Section 14.3 - Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

(a) Each Lot Owner is an insured Person under the policy with respect to liability arising out of membership in the Association;



(b) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;

(c) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owners authority on behalf of the Association, shall not void the policy or be a condition to recovery under the policy;

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance;

(e) The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 14.4 - Fidelity Insurance. The Association shall obtain a fidelity insurance policy.

Section 14.5 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain Directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 14.6 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Lot Owners.

Section 14.7 - Premiums. Insurance premiums shall be a Common Expense.

## ARTICLE XV EXECUTIVE BOARD

Section 15.1 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in the Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Property which shall, include but are not limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;





- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, independent contractors, and agents, other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Lot Owners on matters affecting the Property;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional Improvements to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to **Article V** of the Declaration;
- (k) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Lot Owners;
- (m) Impose a reasonable charge for late payment of assessments and levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, the filing and recording of a Plat or plan that accompanies an amendment, resale certificates, or a statement of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or the Bylaws;



(r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 15.2 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Property, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

Section 15.3 - Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after such meeting.

Section 15.4 - Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.

Section 15.5 - Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

## ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 16.1 - Enforcement. The Association or any Lot 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 the 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 16.2 - Severability. Invalidation of any one (1) 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.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 26<sup>th</sup> day of April, 2018.

DECLARANT: HICKEL INVESTMENT COMPANY, INC.

Walter J. Hickel, Jr.  
By: Walter J. Hickel, Jr.  
Its: President

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 26<sup>th</sup> day of April, 2018, 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 **PRESIDENT** of **HICKEL INVESTMENT COMPANY, 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.



[Signature]  
Notary Public in and for Alaska  
My Commission Expires: 07.26.19

[SCHEDULE A-I APPEARS ON THE FOLLOWING PAGE]





**SCHEDULE A-1**  
***DESCRIPTION OF RESOLUTION BLUFFS SUBDIVISION***

Lots 1 through 17, RESOLUTION BLUFFS SUBDIVISION, according to the official plat thereof, Plat No. 2017-93, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

EXCEPTING THEREFROM the subsurface estate conveyed to the Board of Regents of the University of Alaska, by State of Alaska Quitclaim Deed No. 706, recorded August 29, 1980 in Book 1424, Page 396.

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***THE RECORDING DATA FOR RECORDED EASEMENTS & LICENSES***  
***APPURTENANT TO OR INCLUDED IN RESOLUTION BLUFFS SUBDIVISION***

Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof, said patent was recorded December 1, 1960 in Book 214 at Page 216, and re-recorded February 28, 2006 as Reception No. 2006-012430-0.

Rights of the public and/or governmental agencies in and to any portion of said land lying below the mean high tide line of Campbell Creek and Turnagain Arm/Cook Inlet.

Rights sand easements for commerce, navigation, recreation, and fishery in favor of the public, or the federal, state of municipal government.

Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

Rights and easements of the United States of America over and across lands lying beneath navigable waters and/or tideland necessary to its jurisdiction over Commerce, Navigation and Fisheries.

Reservation of the Subsurface estate reserved in State of Alaska Quitclaim Deed No. 760 (ADL No. 214785), by and between the State of Alaska, as Grantor, and Board of Regents of the University of Alaska, as trustee for the University of Alaska recorded on May 19, 1986 in Book 1424, page 396.

Terms and provisions of that certain State of Alaska Quitclaim Deed No. 1549 by and between the State of Alaska Department of Natural Resources, as Grantor, and the Municipality of Anchorage, as Grantee, including the terms and provisions thereof, recorded September 11, 2003 as Serial No. 2003-093528-0.

Unrecorded Subdivision Agreement, including the terms and provisions thereof, between the Municipality of Anchorage and Hickel Investment Company, as disclosed by notice recorded May 9, 2017 as Serial No. 2017-017967-0.

Right of Way Easement, including the terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line system by instrument recorded June 29, 2017 as Serial No. 2017-025060-0.



State of Alaska, Department of Natural Resources, Division of Lands Right-of-Way Permit, including terms and provisions thereof, for a trail easement and appurtenances thereto, in favor of the Municipality of Anchorage (Anchorage), an Alaska municipal corporation, recorded July 6, 2017 as Serial No. 2017-026064-0 (Affects: a portion of Lots 10, 11, 12, 13 & 14).

Easement, including terms and provisions thereof, for trail easement and appurtenances thereto, in favor of the Municipality of Anchorage (Anchorage), an Alaska municipal corporation recorded July 6, 2017 as Serial No. 2017-026065-0 (Affects: Lots 2-9).

State of Alaska, Department of Natural Resources, Division of Land and Water Management Right-of-Way Permit, ADL No. 59050, including terms and provisions thereof, between the State of Alaska, as Grantor, and Chugach Electric Association, Inc., as Permittee, for a right-of-way for a three phase underground electric service for the former Greater Anchorage Area Borough sewer lift station at Campbell Lake affecting a 20' portion, as set out therein, recorded August 11, 2017 as Serial No. 2017-031319-0.

Right of Way Easement, including terms and provisions thereof, in favor of ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., for the transportation of natural gas recorded August 18, 2017 as Serial No. 2017-032534-0.

Right of Way Easement, including the terms and provisions thereof, to construct, operating and maintain an electrical transmission and/or telephone distribution line or system, granted to Chugach Electric Association, Inc. recorded August 22, 2017 as Serial No. 2017-032946-0.

Water Main Extension Agreement, including the terms and provisions thereof, for the purposes set out therein, between The Municipality of Anchorage and Hickel Investment Company recorded August 23, 2017 as Serial No. 2017-033115-0.

Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, for the purposes set out therein, between The Municipality of Anchorage and Hickel Investment Company recorded August 23, 2017 as Serial No. 2017-033116-0.

Private Access Easement and Agreement between Hickel Investment Company, as Grantor, and certain owners of real property located along Endeavor Circle and Pointe Resolution Drive, as Grantees, recorded the 9<sup>th</sup> day of March, 2018 as Serial No. 2018-008613-0, wherein Grantor grants to Grantees a nonexclusive access easement upon and across a portion of Lot 14 for use as a walking trail to access a trail easement granted to the MOA by Public Trail Easements records of the Anchorage Recoding District, Third Judicial District, State of Alaska (Affects: a portion of Lot 14).

The effects of the notes which appear on the plat of said subdivision.

Slope easements as dedicated and reserved on the plat of said subdivision as follows; "There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."

Easements as dedicated and shown on the plat of said subdivision.

*[SCHEDULE A-2 APPEARS ON THE FOLLOWING PAGE]*



SCHEDULE A-2  
*TABLE OF ALLOCATED INTERESTS*

<u>Lot No.</u>	<u>Percentage Liability For Common Expenses &amp; Interest in the Common Elements*</u>	<u>Vote in the Affairs of the Association</u>
1	5.88%	1
2	5.88%	1
3	5.88%	1
4	5.88%	1
5	5.88%	1
6	5.88%	1
7	5.88%	1
8	5.88%	1
9	5.88%	1
10	5.88%	1
11	5.88%	1
12	5.88%	1
13	5.88%	1
14	5.88%	1
15	5.88%	1
16	5.88%	1
17	5.88%	1
<b>TOTALS</b>	<b>17 Lots</b>	<b>100%</b>
		<b>17 Votes</b>

\*Allocations are subject to rounding to result in one hundred percent (100%).

[SCHEDULE A-3 APPEARS ON THE FOLLOWING PAGES]

DECLARATION  
H268705287368





SCHEDULE A-3  
*PLAT*

LOTS 1-17  
OF  
RESOLUTION BLUFFS SUBDIVISION

*A Planned Community located on  
Lots 1-17, Resolution Bluffs Subdivision, according to the official plat thereof, Plat No. 2017-93*

*[PLANNED COMMUNITY PLAT APPEARS ON THE FOLLOWING PAGES]*

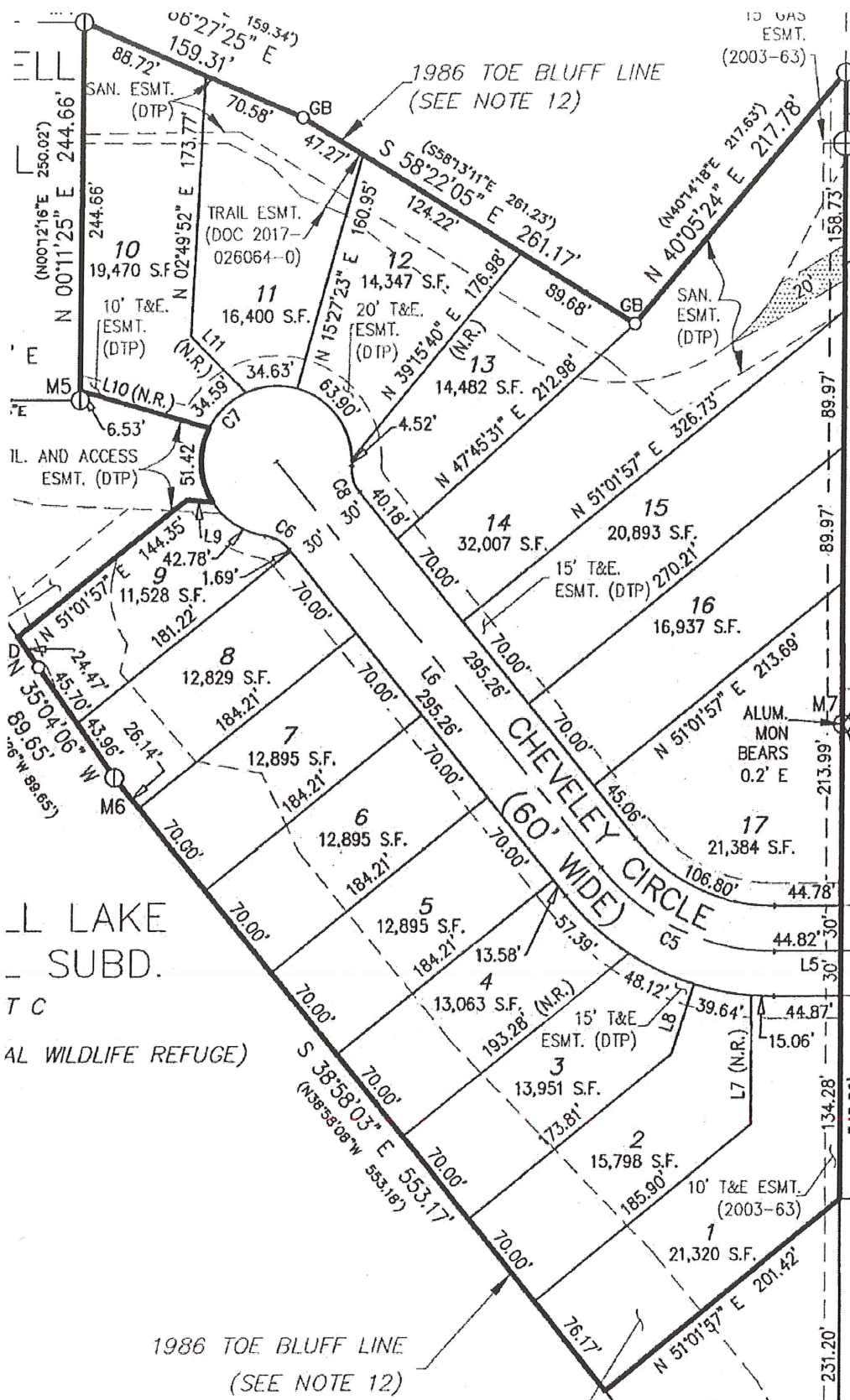




**THE FOLLOWING PAGES ARE ENLARGEMENTS OF THE**







L LAKE  
 SUBD.  
 T C  
 AL WILDLIFE REFUGE)

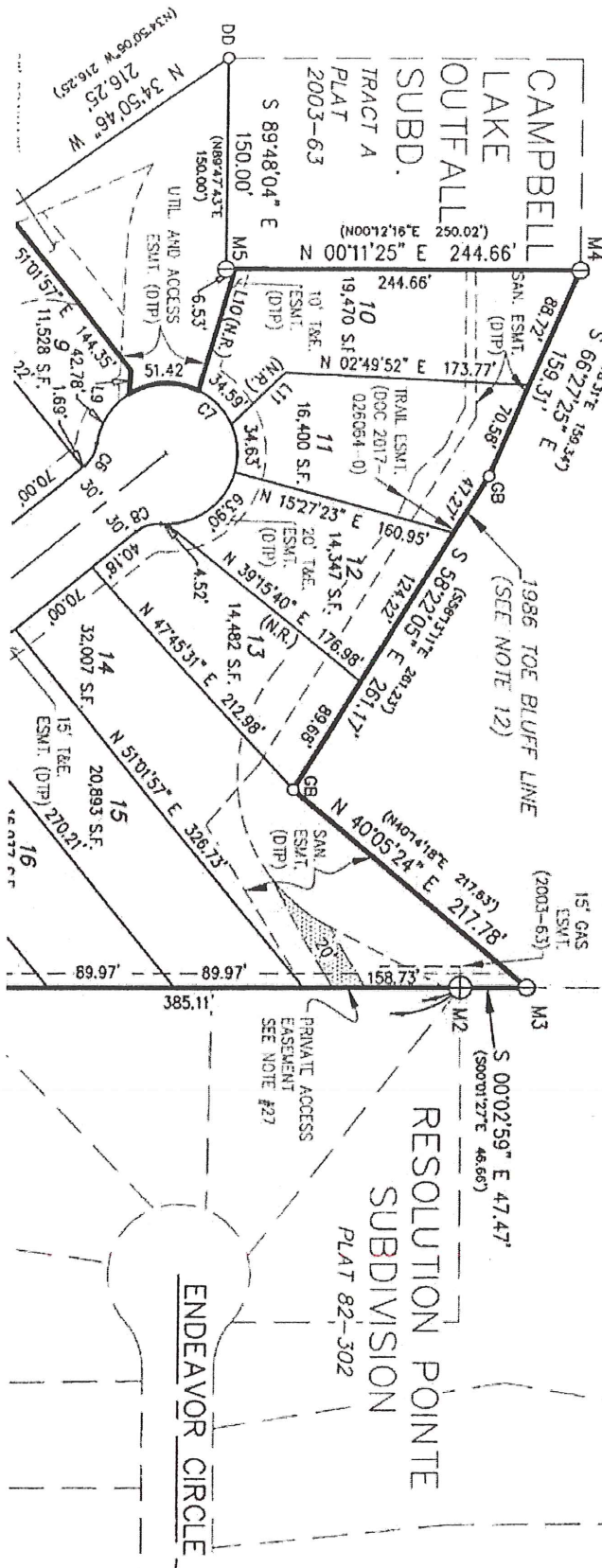
1986 TOE BLUFF LINE  
 (SEE NOTE 12)



CAMPBELL LAKE  
OUTFALL SUBD.

TRACT C

(ANCHORAGE COASTAL WILDLIFE REFUGE)  
PLAT 2003-63

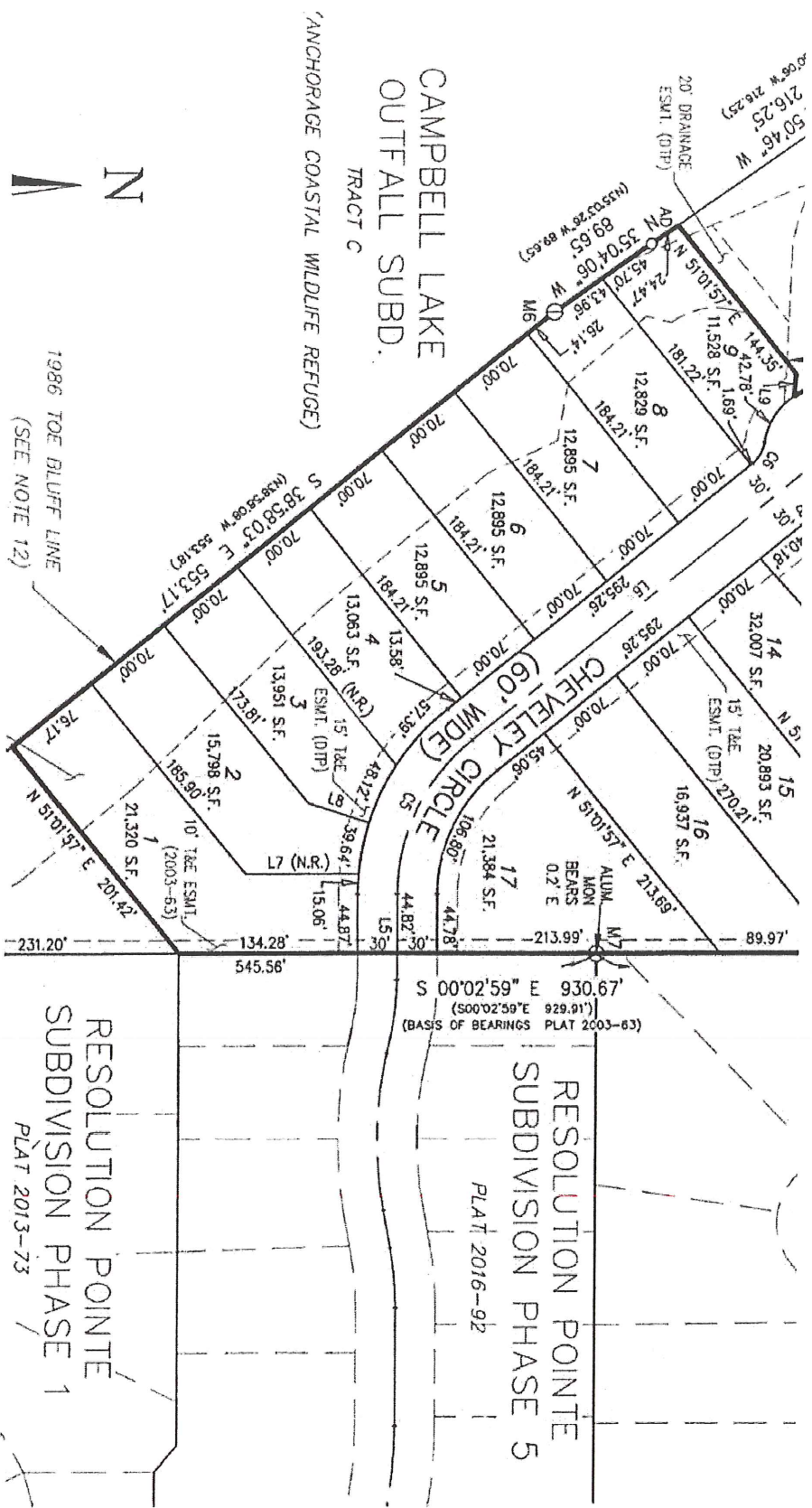


CAMPBELL  
LAKE

RESOLUTION POINTE  
SUBDIVISION  
PLAT 82-302

ENDEAVOR CIRCLE







NOTES

1. FIELDWORK FOR THIS PLAT WAS COMPLETED IN AUGUST 2015.
2. ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET.
3. RIGHT-OF-WAY WIDTHS SHOWN TO THE NEAREST FOOT ARE PRECISE TO THE HUNDREDTH OF A FOOT, I.E., 30' = 30.00'.
4. RIGHT OF WAY DEDICATED THIS PLAT = 36,548 SQUARE FEET/ 0.8390 ACRES.
5. THE PROPERTY OWNER AND UTILITIES SHALL NOT RAISE, LOWER, OR RE-GRADE THE PROPERTY IN A MANNER THAT WILL ALTER THE DRAINAGE PATTERNS FROM THOSE SHOWN ON THE APPROVED GRADING AND DRAINAGE PLAN WITHOUT PRIOR APPROVAL FROM MUNICIPALITY OF ANCHORAGE BUILDING SAFETY OFFICE.
6. PROPERTY OWNERS AND UTILITIES SHALL NOT OBSTRUCT, IMPEDE OR ALTER APPROVED DRAINAGE FACILITIES (E.G. SWALES, DITCHES) IN ANY WAY THAT WILL ADVERSELY IMPACT ADJACENT PROPERTIES OR RIGHTS OF WAY.
7. THERE SHALL BE RESERVED ADJACENT TO THE DEDICATED STREETS SHOWN HEREON A SLOPE RESERVATION EASEMENT SUFFICIENT TO CONTAIN CUT AND FILL SLOPES OF 1.5 FEET HORIZONTAL FOR EACH 1 FOOT VERTICAL (1.5 TO 1 ) OF CUT OR FILL FOR THE PURPOSE OF PROVIDING AND MAINTAINING THE LATERAL SUPPORT OF THE CONSTRUCTED STREETS. THERE IS RESERVED TO THE GRANTORS, THEIR SUCCESSORS AND ASSIGNS, THE RIGHT TO USE SUCH AREAS AT ANY TIME UPON PROVIDING AND MAINTAINING OTHER ADEQUATE LATERAL SUPPORT, AS APPROVED BY THE MUNICIPALITY.
8. ALL LOTS ARE IN HAZARD ZONE 4 WITH HIGH GROUND FAILURE SUSCEPTIBILITY. A GEOTECHNICAL REPORT INCLUDING SLOPE STABILITY ANALYSIS SHALL BE SUBMITTED AND REVIEWED BY THE MUNICIPLITY'S BUILDING SAFETY DIVISION OF DEVELOPMENT SERVICES AS PART OF THE PERMITTING PROCESS. THE GEOTECHNICAL REPORT MAY BE A SUBDIVISION OR SITE SPECIFIC REPORT.
9. PORTIONS OF THIS SUBDIVISION ARE SITUATED WITHIN THE FLOOD HAZARD DISTRICT AS IT EXISTS ON THE DATE HEREOF. THE BOUNDARIES OF THE FLOOD HAZARD DISTRICT MAY BE ALTERED FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21.04.080D.4 (ANCHORAGE MUNICIPAL CODE). ALL CONSTRUCTION ACTIVITIES AND ANY LAND USE WITHIN THE FLOOD HAZARD DISTRICT SHALL CONFORM TO THE REQUIREMENTS OF CHAPTER 21.04.080.D (ANCHORAGE MUNICIPAL CODE).
10. ALL STRUCTURES WITHIN THIS SUBDIVISION ARE REQUIRED TO HAVE FOOTING DRAINS CONNECTED TO THE INFRASTRUCTURE.



11. BLUFF LOT HOMEOWNERS ARE PROHIBITED FROM DISTURBING SLOPES IN EXCESS OF 25% (IN ANY MANNER) ON THE LOTS ADJACENT TO THE BLUFF. HOUSES BUILT ADJACENT TO BLUFF AREAS WITH SLOPES OF 15% TO 25% SHALL HAVE ENGINEERED FOUNDATIONS.
12. AT TIME OF SURVEY, THE TOE OF BLUFF ALONG MUCH OF THE PROPERTY WAS NO LONGER IN A NATURAL STATE DUE TO EARTHWORK. THE TOE THAT WAS REMAINING IN A NATURAL STATE DID NOT SIGNIFICANTLY DIFFER FROM THAT WHICH WAS SHOWN ON R.S. 87-55 AND SUBSEQUENTLY REFERENCED ON PLAT 2003-13.
13. PRIOR TO ISSUANCE OF ANY PERMIT ON LOTS 1-14 THE TRAIL EASEMENT SHALL BE STAKED AND FLAGGED TO PREVENT CLEARING, EXCAVATION, FILL OR STRUCTURES WITHIN SAID EASEMENT.
14. LOTS 1-17 ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF RESOLUTION BLUFFS SUBDIVISION RECORDED ON THE 27<sup>th</sup> DAY OF Apr. 1, 2018, AS SERIAL No. 2018-015185 -0, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
15. FOR A DESCRIPTION OF "LOT" SEE ARTICLE IV OF THE DECLARATION.



NOTES

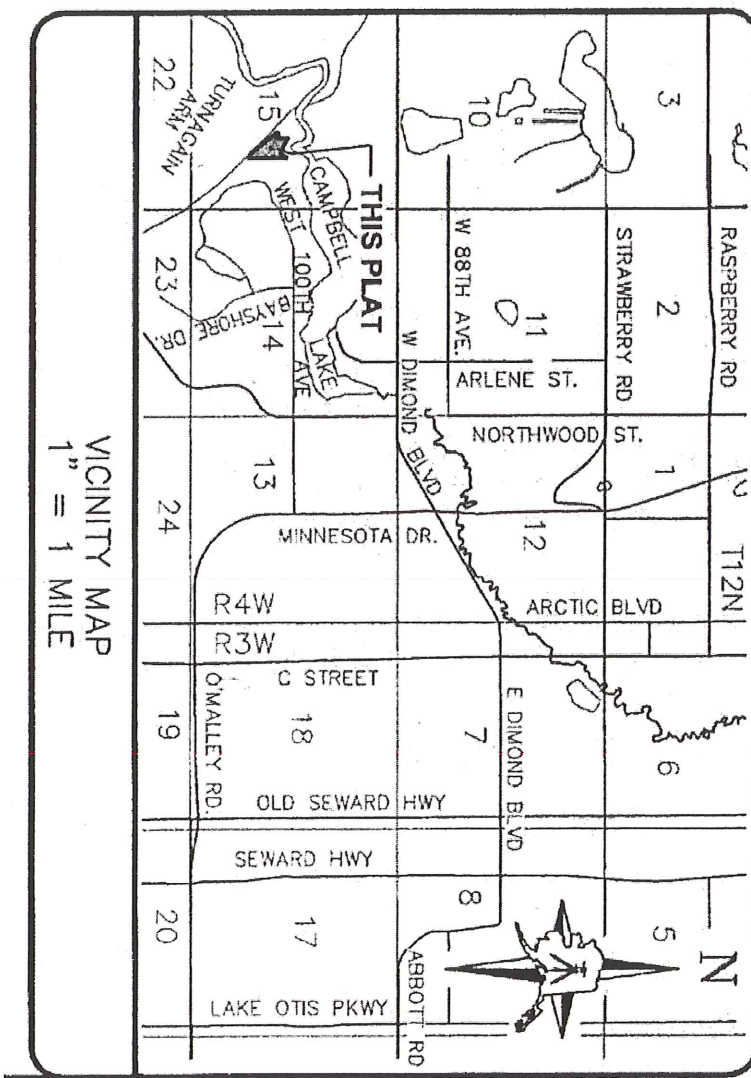
16. CENTERLINE P.C.'S, P.T.'S, AND S.I.'S ARE MARKED WITH A 2" ALUMINUM CAP ON 5/8" X 30" REBAR SET FLUSH WITH GROUND, WITH TYPICAL MARKINGS:
17. UNLESS OTHERWISE DESIGNATED, ALL LOT CORNERS, P.C.'S, P.T.'S, AND S.I.'S ARE MARKED WITH A 2" ALUMINUM CAP ON 5/8" X 30" REBAR SET FLUSH WITH ASPHALT, WITH TYPICAL MARKINGS:
18. CHUGACH ELECTRIC ASSOCIATION, INC. MAINTAINS ADL 59050, RECORDED UNDER DOC. NO. 2017-031319-0. NOT DEDICATED THIS PLAT AND NOT SHOWN ON THIS PLAT. THIS EASEMENT AFFECTS LOTS 10, 12-14.
19. CHUGACH ELECTRIC ASSOCIATION, INC. MAINTAINS A RIGHT-OF-WAY EASEMENT, RECORDED AT SERIAL NO. 2017-032946-0, NOT DEDICATED THIS PLAT AND NOT SHOWN ON THIS PLAT. THIS EASEMENT AFFECTS LOTS 10, 12-14.
20. CHUGACH ELECTRIC ASSOCIATION, INC. MAINTAINS A GENERAL RIGHT-OF-WAY EASEMENT, RECORDED AT SERIAL NO. 2017-025060-0, NOT DEDICATED THIS PLAT.
21. ENSTAR NATURAL GAS COMPANY. MAINTAINS GENERAL RIGHT-OF-WAY EASEMENTS, RECORDED AT SERIAL NO. 2017-032534-0, NOT DEDICATED THIS PLAT.
22. SUBJECT TO THE EFFECT, IF ANY, OF AGREEMENT RECORDED UNDER BOOK 751, PAGE 387.
23. SUBJECT TO EASEMENTS, COVENANTS, AND NOTES AS SHOWN ON PLAT NOS. 87-55 AND 2003-63 (REMAINING EASEMENTS PLOTTED HEREON.)





24. SUBJECT TO PUBLIC TRAIL EASEMENTS AS RECORDED UNDER DOC. NOS. 2017-026064-0 AND 2017-026065-0 (PLOTTED HEREON).
25. SUBJECT TO WATER MAIN EXTENSION AGREEMENT RECORDED UNDER DOC. NO. 2017-033115-0.
26. SUBJECT TO SEWER MAIN EXTENSION AGREEMENT RECORDED UNDER DOC. NO. 2017-033116-0.
27. SUBJECT TO A PRIVATE ACCESS AGREEMENT AFFECTING A PORTION OF LOT 14, RECORDED UNDER DOC. NO. 2018-008613-0.
28. SUBJECT TO UNRECORDED SUBDIVISION AGREEMENT, AS DISCLOSED BY NOTICE RECORDED UNDER 2017-017967-0.
29. SUBJECT TO RESERVATIONS OR EXCEPTIONS IN PATENTS RECORDED UNDER BOOK 214, PAGE 216 AND DOC. NO. 2006-012430-0.
30. SUBJECT TO RESERVATIONS OF THE SUB-SURFACE ESTATE RESERVED IN STATE OF ALASKA QUITCLAIM DEED No. 760, RECORDED UNDER BOOK 1424, PAGE 396.
31. SUBJECT TO THE TERMS AND CONDITIONS OF STATE OF ALASKA QUITCLAIM DEED No.1549, RECORDED UNDER DOC. NO. 2003-093528-0.





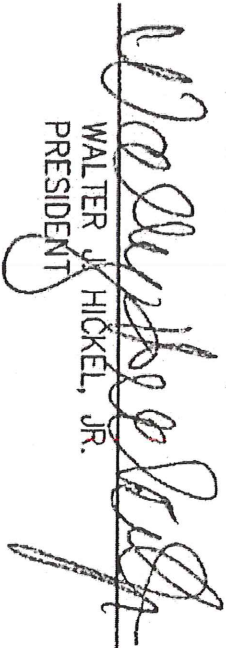
CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 1-17, RESOLUTION BLUFFS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, PLAT NO. 2017-93, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION, RECORDED ON THE 27<sup>th</sup> DAY OF April, 2018, AS SERIAL NO. 2018-015185-0, IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION"), PURSUANT TO SECTION 34.08.170 OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT ("ACT"), DOES HEREBY FILE THIS PLAT TO REFLECT THE LOTS AND COMMON ELEMENTS AS SHOWN HEREIN AND DOES SUBMIT THE PROPERTY TO THE ACT.

HICKEL INVESTMENT COMPANY, INC.

BY:



WALTER J. HICKEL, JR.  
PRESIDENT

ITS:

PRESIDENT





STATE OF ALASKA

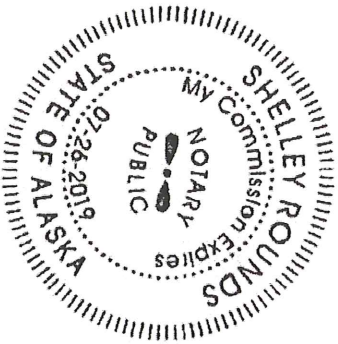
THIRD JUDICIAL DISTRICT

)  
)  
)  
SS.

NOTARY'S ACKNOWLEDGMENT

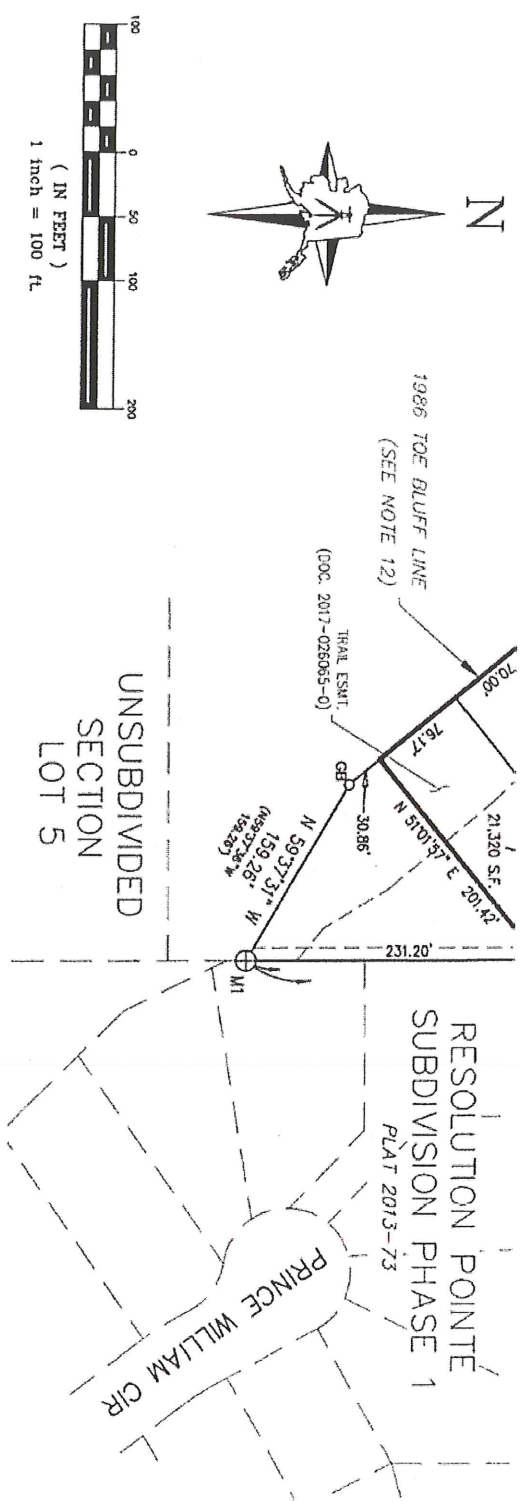
THIS IS TO CERTIFY THAT ON THIS 26<sup>th</sup> DAY OF April, 2018, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED WALTER J. HICKEL, JR., TO ME KNOWN AND KNOWN TO ME TO BE THE PRESIDENT OF HICKEL INVESTMENT COMPANY, INC., AND 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.



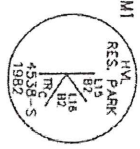
[Signature]  
NOTARY PUBLIC IN AND FOR ALASKA  
MY COMMISSION EXPIRES: 07.26.19



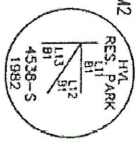


MONUMENT DETAILS

N 89°54'15"  
(N 89°59'10"



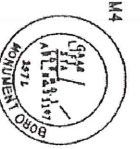
FOUND 3-1/4" ALUMINIUM  
MONUMENT FLUSH W/GROUND



FOUND 3-1/4" ALUMINIUM  
MONUMENT 0.1' BELOW GROUND



FOUND 3-1/4" BRASS  
MONUMENT 3' ABOVE GROUND  
(USED POINT OF VERT. ENTRY)



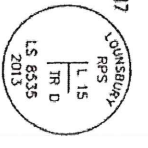
FOUND 3-1/4" BRASS  
MONUMENT 1.0' BELOW GROUND



FOUND 3-1/4" BRASS  
MONUMENT 0.4' ABOVE GROUND  
LEANING SLIGHTLY SOUTHERLY



FOUND 3-1/4" BRASS  
MONUMENT 2' ABOVE GROUND



FOUND 2-1/2" ALUM.  
MONUMENT  
FLUSH WITH GRADE



CURVE DATA THIS PAGE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C5	150.00'	50°59'34"	133.50'	71.53'	S 64°27'50" E	129.14'
C6	25.00'	46°42'05"	20.38'	10.79'	S 58°27'01" E	19.82'
C7	50.00'	265°40'01"	231.84'	53.93'	S 51°01'57" W	73.33'
C8	25.00'	33°15'23"	14.51'	7.47'	N 12°45'44" W	14.31'

LINE DATA THIS PAGE		
LINE	BEARING	LENGTH
L5	N 89°57'37" W	65.04'
L6	N 38°58'03" W	346.25'
L7	N 0°02'07" W	85.49'
L8	N 17°26'56" E	48.55'
L9	N 84°49'46" W	17.13'
L10	S 73°45'09" E	89.59'
L11	S 44°43'36" E	52.35'

N 89°54'15" E 280.13' MEASURED DATA THIS PLAT  
 (N 89°59'10" W 89.03') RECORD DATA PER PLAT 2003-13

LEGEND

- ⊕ FOUND PRIMARY MONUMENT USED AS BASIS OF BEARINGS
- ⊖ FOUND OTHER PRIMARY OR SECONDARY MONUMENT
- COMPUTED EXTERIOR BOUNDARY POINT
- C1 CURVE DESIGNATION, SEE CURVE TABLE
- L1 LINE DESIGNATION, SEE LINE TABLE
- M1 MONUMENT DESIGNATION, SEE MONUMENT TABLE
- T&E TELECOMMUNICATIONS & ELECTRIC EASEMENT
- S.F. SQUARE FEET
- R.R. NOT RADIAL
- (DTP) DEDICATED TO THE MUNICIPALITY OF ANCHORAGE THIS PLAT
- GB POINT ESTABLISHED BY GRANT BOUNDARY LINE ADJUSTMENT
- DD POINT ESTABLISHED BY DISTANCE-DISTANCE INTERSECTION
- AD POINT ESTABLISHED AT RECORD ANGLE & DISTANCE









SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A CERTIFICATION BE MADE WHICH STATES THAT THE PLAT CONTAINS THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THE PLANNED COMMUNITY PLAT OF RESOLUTION BLUFFS SUBDIVISION, IS A TRUE AND CORRECT LAYOUT OF THE LOTS AND THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THIS PLAT FILED HEREWITH.

  
JOSHUA W. VARNEY  
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 106379  
IN THE STATE OF ALASKA  
4/23/2018

PLANNED COMMUNITY PLAT OF  
**RESOLUTION BLUFFS SUBDIVISION**  
LOTS 1-17  
LOCATED ON LOTS 1 THROUGH 17, OF RESOLUTION BLUFFS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, PLAT NO. 2017-93, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA



**LOUNSBURY & ASSOCIATES, INC.**  
SURVEYORS-PLANNERS-ENGINEERS  
5300 A STREET ANCHORAGE, ALASKA 99518  
PHONE (907) 272-5451 FAX (907) 272-9065  
LOUNSBURYINC.com

DATE	APR. 23, 2018	SCALE	1"=100'
DRAWN	BS	GRID	SW 2525
CHECKED	JV	F.B. NO.	15-052
DWG NAME	17-018 FP	SHEET	1 OF 1
		CASE	S-12230