

**PLANNING DEPARTMENT
PLANNING STAFF ANALYSIS
PLATTING**

DATE: July 19, 2023

CASE NO: S12722

APPLICANT: Hultquist Homes, Inc.

REPRESENTATIVE: S4 Group, LLC

REQUEST: Unit Lot Subdivision review for multiple dwelling units on seven (7) 'parent' lots and five (5) tracts into forty-seven (47) unit lots per AMC 21.08.070.E.

GRID: SW1238

ATTACHMENTS

1. Maps
2. Application
3. Departmental and Public Comments
4. Posting Affidavit

RECOMMENDATION SUMMARY: Approval with conditions

SITE

Area: 5 acres

Vegetation: Birch and spruce trees.

Zoning: R-4 (Multifamily Residential) district

Topography: Relatively flat.

Existing Use: Vacant Lot

Utilities: Public water and sewer

COMPREHENSIVE PLAN

Classification: “Compact Mixed Residential Low” per *Anchorage 2040 Land Use Plan Map designation* 5 to 15 dwelling units per acre

SURROUNDING AREA

	North	East	South	West
Zoning:	TR	R-4	R-3	R-4
Land Use:	Glenn Highway	Multifamily	Duplexes	Vacant

PROPERTY HISTORY

4/13/1970 GAAB 25-70 Site zoned R-4 during area wide rezone

12/12/2012 Plat 2012-96 Final Plat Recorded for Checkpoint Subdivision Lots 1-4 and Tract A

PROPOSAL

Hultquist Homes proposes to create a Unit Lot Subdivision on this site. There will be a total of 47 attached single family dwelling units comprised of 3 six-plex structures, and 4 seven-plex structures.

In a separate case (Case S12732), the petitioner is requesting approval for the underlying ‘parent lots’ for the layout of the unit lot subdivision. There will be seven parent lots. Tracts 1, 2, and 3 will be open space tracts. Tracts A and B will provide access from Parent Lots 4A, 5A, 6A, and 7A to a new internal street connecting Whisperwood Park Drive to Boundary Avenue.

SITE DESCRIPTION

The petition site is a five-acre lot located on the north side of Whisperwood Park Drive. The property is south of the Glenn Highway, between Boniface Parkway and Turpin Street. The site is zoned R-4. The surrounding area is zoned R-3 and R-4 and is developed with multifamily housing and duplexes. The lot directly west of the subject property is vacant. The petition site does not contain stream channels or drainageways. The subdivision will be served by public water and sewer.

All of the proposed parent lots meet the subdivision and zoning dimensional requirements. The parent lots and tracts range in size from 3,419 square feet to 27,223 square feet. The R-4 district requires a minimum lot area of 2,000 square feet for townhouse style development. Tracts 1 and 2 do not meet the

minimum lot area requirement, however, this is allowed by AMC 21.08.030K., *Lot Dimensions*, because they will not be developed. Similarly, Tracts 1, 3, A, and B do not meet the minimum depth to width ratio of 3:1, but this is permitted because they will not be developed with houses. The 47 unit lots will be located on the 7 parent lots. The site plan includes the property lines of the parent lot and the proposed unit lots with the location and footprint for each proposed structure.

Access

The proposed subdivision shows a 60-foot-wide right-of-way dedication for a new road connecting Whisperwood Park Drive to Boundary Avenue. A proposed condition of approval requires that the applicant enter into a subdivision agreement for the construction of the new road. Whisperwood Park Drive functions as a collector in this growing area to town near the Glenn Highway.

The applicant's representatives and the MOA Street Maintenance Division have agreement on winter maintenance of the new internal public street given the type of housing proposed for the property. The Right-of-Way Division and the Private Development Division request that the agreement be formalized in a memorandum of understanding, and this should be a condition of approval.

21.03.200 Subdivisions

Pre-Application Conference

A pre-application conference with Municipal and State reviewing agencies was held on October 31, 2022, in accordance with AMC 21.03.080C.2.

Community Meeting

The applicant held a community meeting with the Northeast Community Council on November 17, 2022, in accordance with AMC 21.03.080C.3.

PUBLIC COMMENTS

There were no public comments and the Northeast community council did not provide comment.

AGENCY COMMENTS

1. Utility easements have been requested.

2. Private Development comments:

No objection.

Roads: The subject parcels are adjacent to the following rights-of-way:

- Whisperwood Park Drive, to the south, is a local road.
- Boundary Avenue, to the north, is a Class I Collector.

Improvements:

No peripheral improvements are required on Whisperwood Park Drive.

Construct a 5-foot wide concrete sidewalk in accordance with AMC 21.08.050 Table 21.08-7 and Type I, barrier curb and gutter fully fronting and adjacent to the northern property boundary.

The internal public street (Venture Place) shall be constructed to Municipal Class A standards consisting of a 33-foot wide paved street (back of curb to back of curb). including Type I, barrier curb and gutter, on the east side of the public right-of-way.

Resolve the curb type on the west side of the public right-of-way with Private Development.

The private streets (Summit Court and Trek Court) shall be constructed as a 31-foot wide paved street (back of curb to back of curb) including Type II, rolled curb and gutter on both sides.

Dedication:

- Dedicate a 60-foot right-of-way for the internal street (Venture Place) from Whisperwood Park Drive to Boundary Avenue as shown on the preliminary plat.
- Dedicate 40-foot wide tracts for the private roads (Summit Court and Trek Court) as shown on the preliminary plat.

Subdivision Agreement Requirements:

Prior to final plat approval the petitioner shall enter into a subdivision agreement with Private Development for the required public Class A area improvements, to include the asphalt street, sidewalk, traffic control devices, street lights, street signs, monuments, drainage facilities and utilities.

Snow Removal:

Obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way.

A right-of-way permit is required for the snow removal activities within the public right-of-way.

Recommend that driveways widths be minimized to ensure adequate snow storage along the right-of-way.

The petitioner shall include a plat note regarding street maintenance winter responsibilities for the public right-of-way (Venture Place). Resolve the plat note wording with MOA Right-of-Way.

Drainage:

Prior to final plat approval, submit to Private Development for review and approval a comprehensive site grading and drainage plan to resolve the need for drainage easements and drainage improvements and to demonstrate that all post development drainage patterns will not adversely impact adjacent properties or rights of way, and to include a suitable outfall. Required drainage improvements shall be designed in accordance with the Municipality of Anchorage Design Criteria Manual Chapter 2.

Plat Notes:

- 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
- 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.

Department Recommendations:

The Private Development Section has no objection to the proposed subdivision subject to the above recommendations and conditions.

3. Addressing comments:

a. Platted area

- i. Include street name for dedicated right-of-way.

b. Vicinity map area

- i. Include street name for dedicated right-of-way.

4. Right-of-Way (ROW) comments:

- a. Obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A right-of-way permit is required for the snow removal activities within the public right-of-way.

5. Municipal Traffic Division comments:

The Traffic department recommends approval of this platting action with the following comments.

Preliminary Plat

The proposed parcel is bounded to north by Boundary Avenue and to the south by Whisperwood Park Drive. Boundary Avenue is classified as collector roadway and managed by AKDOT&PF. Whisperwood is a local roadway maintained by Municipality of Anchorage.

Proposed subdivision appears to master site plan appears shows oversized driveways for individual unit lots. Request a plat note to limit driveway widths at time of construction.

Recommendations:

- Revise master site plan to show required sidewalk along main through road connecting Boundary Avenue and Whisperwood Park Drive. Provide driveways widths on final site plan.
- This platting action is current with a proposed unit lot subdivision S12732. Add the following plat note to read as follows;

“Driveway widths shall be a minimum of 12 feet and a maximum width not to exceed 50 percent of the proposed unit lot frontage width shown on plat.”

- Provide Street lighting per AMC 21.08 and DCM Chapter 5 to provide required illumination at proposed street intersections.

6. Alaska Department of Transportation (ADOT) comments:

- a. No objections to the proposed platting action.

7. Anchorage Water and Wastewater Utility (AWWU) comments:

- a. AWWU water and sanitary sewer are available to the parcel.
- b. AWWU requires easement for any public water or sanitary sewer main(s) installed outside of right-of-way (ROW) or within 15 feet of the edge of ROW. Easement needs will be determined per the final approved plans and the Private Development agreement.
- c. A portion of the existing sanitary sewer main at Whisperwood Park Drive and Ophir Drive will need to be abandoned, and two water tees that run to the parcel will need to be disconnected at the main(s), per the final approved plans and Private Development agreement.
- d. Assessments to be determined upon further development.
- e. AWWU has no objection to this platting action.

8. On-Site Water and Wastewater Services (OSWWS) comments:

No objection.

9. Watershed Management Services comments:

WMS has no comments regarding this case.

10. Fire Prevention comments:

No comment.

11. Building Safety comments:

No comments received.

FINDINGS

AMC 21.08.070.E Unit Lot Subdivisions requires the standards of AMC 21.04, 21.05, 21.06, and 21.09 to be met. An analysis of those standards as follows:

21.04.020I. District Specific Standards

The maximum length of a townhouse-style building elevation shall be 300 feet.

The standard is met.

The maximum length of the seven unit building elevation is 176 feet.

21.05.010E., Table of Allowed Uses: Residential, Commercial, Industrial and Other Districts

This standard is met.

Dwelling, Multifamily is a permitted use in the R-4 zoning district, in accordance with Table 21.05-1.

21.06.020A., Table of Dimensional Standards: Residential Districts

This standard is met.

The proposed site plan complies with the dimensional standards for the R-4 district.

The minimum lot size requirement is 6,000 square feet per parent lot. The parent lots meet the minimum size requirement.

The minimum required lot width is 50 feet and the maximum allowed lot coverage is 60 percent maximum. The width of the parent parcels exceeds 50 feet and the site plan shows 31.4% to 48.2% percent lot coverage.

The maximum allowed building height is 45 feet. The elevation drawings provided show the height of the structures as 29 feet.

The site plan meets all of the required setbacks from property boundaries, which are 10 feet from the front, 5 feet from the side, and 10 feet from the rear property lines.

21.07.010B., Buildings to Have Access

Every building shall be on a lot abutting on a constructed public street with principal access to such street, or with access to a constructed private street approved by the appropriate fire authority, public works department, and community development department. This standard may be waived by approval of the municipal engineer, traffic engineer, and the director.

This standard is met.

The underlying plat in case S12732 establishes dedicated right-of-way and private streets that provide access.

21.07.010C., Addresses

It is the responsibility of the property owner to affix street address numbers assigned by the municipality to the affected building(s) or on another structure (natural or otherwise) nearer to the street, to be plainly visible and legible from the street named in the address. Sub-addresses shall also be visible when approaching the building and on each applicable entrance.

This standard is not met.

The address numbers are not shown on the building elevation drawing provided.

21.07.030B., Private Open Space – Applicability and Open Space Requirement

Development shall be required to set aside private open space according to the following minimum requirements:

- 1. General: For townhouse-style structures, the required open space may be provided as either individual or common private open space, except where common open space is required in subsection 21.07.110F.2. For multifamily-style construction, at least half the required open space shall be provided as common private open space, and no individual private open space is required. Required open space for residential uses shall not be combined with required open space for nonresidential uses.**
- 2. R-4 district: 100 square feet of private open space per dwelling unit.**

This standard is met.

The site plan shows 47 dwelling units, which requires a minimum of 4700 square feet of private open space.

The open space is delineated on the site plan. Common open space tracts 1 (4,833 sf), tract 2 (3,419 sf), and tract 3 (11,390 sf) exceeds the minimum requirement. There is open space located with every unit lot for a total open space area of 56,600 square feet for the project.

21.07.040 Drainage, Storm Water Treatment, Erosion Control, and Prohibited Discharges

F. Snow Storage and Disposal

- 4.b. For residential uses, an area equal to at least 10 percent of the surface area on the site to be plowed for motorized vehicle parking and access (as identified in subsection F.2.) shall be designated for snow storage.**

This standard is partially met.

There are snow storage areas designated on the snow storage exhibit, the narrative addresses snow storage or removal. The calculations provide an area that exceeds the 10 percent of surface area. However, AMC 21.07.110C.10 *Multifamily landscaping* requires landscaping areas in the front driveway separations shall be planted with one tree and five shrubs in front of each dwelling. No snow storage is allowed in required landscaping with trees per AMC 21.07.040F.4.f. The snow storage may not be adequate and Private Development and Right-Of-Way has requested Planning staff to place a condition for the petitioner obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A right-of-way permit will be required for the snow removal activities within the public right-of-way.

21.07.060 Transportation and Connectivity

AMC 21.07.060E.2., Sidewalks

This standard is not met.

The site plan does not show any sidewalks along the street frontages at the proposed streets to be constructed. AMC 21.07.060E.2.f. requires the sidewalks to be installed with this development. Traffic and Private Development have requested this as a condition of approval.

AMC 21.07.060E.4., On-Site Pedestrian Walkways.

This standard is met.

AMC 21.07.060E.4.b.ii., requires all primary building entrances on a site to be connected to the street by a convenient system of walkways. This includes all primary entrances in separate buildings. Pedestrian access to the street is shown on the site plan, and sidewalks from the primary building entrances

to the driveway are shown. The walkways will connect to the planned sidewalks.

21.07.080 Landscaping, Screening, and Fences

Site Perimeter Landscaping (Table 21.07-2)

This standard is not met.

Site perimeter landscaping is not required to the abutting R-4 to the east and west. L4 freeway landscaping is required to the north and shown on the landscape plane. L1 site perimeter landscaping is required and shown along Whisperwood Park, but not shown for the dedicated road internal to the subdivision. Provide L1 site perimeter landscaping along the unnamed internal street.

Site Enhancement Landscaping (21.07.080E.3.)

This standard is not met.

The site plan and landscape plan shows site enhancement landscaping but the landscape plan does not show a legend or type of landscaping that shall be covered with living ground cover, turf, or planting beds with trees and shrubs. The landscape plan must be stamped and signed by a registered State of Alaska Landscape Architect.

Trees for Residential Development (21.07.080E.4)

This standard is not met.

All individual lots in a subdivision shall have a minimum of one tree prior to the issuance of a certificate of zoning compliance for the original structure. A minimum of 20 trees per acre is required in new residential developments.

Each 'parent lot' in the subdivision is required to have a minimum of one tree. Parent Lot 7A is the only lot shown with trees. Parent lots 1A thru 6A are required to have a minimum of one tree. A total of 61 trees is shown on the landscape plan and the subdivision is 5.0 acres. A minimum of 100 trees are required for this subdivision.

Delineate on the landscape plan each parent lot and tract and the required trees to include the total minimum required quantity of 100 trees.

21.07.080G.2 Refuse Collection

This standard is met.

The narrative states that refuse collection receptacles will be stored indoors and brought outdoors on garbage pickup days.

21.07.080H.3 Fences – Maximum Height

This standard is partially met.

The landscape plan shows a proposed 8-foot opaque fence 39 feet from the north property line, but no detail is provided. Fences along front setbacks shall be installed so that the more finished side faces outward. Provide a fence detail on the landscape plan.

21.07.090E., Off-Street Parking and Loading – Off-Street Parking Requirements

Off-street parking spaces are not required, except all areas used for off-street parking shall be constructed as parking facilities that meet the standards of section 21.07.090H., *Parking and Loading Facility Design*

This standard is met.

There are 47 two-bedroom units proposed for this development. Parking is provided in the garages and driveways.

21.07.110C., Residential Design Standards - Standards for Multifamily and Townhouse Residential

3. Windows Facing the Street

a. Windows

Windows or primary entrance doors shall be provided on each building elevation facing a street or that has primary entrances to dwellings (up to a maximum of two elevations). At least 10 percent of the wall area of the building elevation shall be windows or primary entrance doors. The director may eliminate or reduce the requirement on one elevation (in instance where up to two apply) based on site specific circumstances (such as infill projects where an entry faces an adjacent property rather than the street).

b. Wall Area Calculation

The area of vertical wall surface measured from finished floor of each level, including garages to top of top plate. In the case of a basement wall, calculate the area of vertical wall surface

measured from finished grade to the top of the finished floor above or top of top plate, whichever is applicable. Any wall area above the top plate shall not apply, including any gable ends. The façade wall area of stories below grade plane, such as below grade parking, are exempt from the measurement of wall area. The roof, including eaves, fascia, and vent stacks, is also exempt, as illustrated below.



This standard is not met.

At least 10% of the wall areas at the street-facing façade and the façade of all buildings where the primary entrances are located are required to be windows or primary entrance doors.

The site plan and architectural drawings provided do not provide a wall area table in square feet and provide the square feet of glazing which would be “x” percentage of the wall area. The site plan only states that 10% is met. Provide a study of wall area calculations for each elevation.

4. Building Spacing

This standard is met.

The buildings front walls facing any end walls exceed the distance requirement of 20-30 feet as they are across the street from the end wall building. (60’ right-of-way).

5. Pedestrian Access

Walkway connections from primary front entrances to the street are required in accordance with subsection 21.07.060E.4., except

that developments may provide one of the following alternatives instead:

- a. Primary front entrances for individual dwellings may connect to the street by the dwelling unit's individual driveway if such is provided;**
- b. A parking courtyard may be provided in conformance with subsection 21.07.060F.18; or**
- c. Other methods, as approved by the director, that provide safe, convenient, and adequate pedestrian access.**

This standard is met.

Each dwelling has an individual driveway. Pedestrian connections are shown from the primary building entrances to the driveway;

6. Building and Site Orientation

Buildings shall be oriented to surrounding streets, sidewalks, common private open spaces, and the neighborhood public realm through the selection of three menu choices. The director may reduce the requirement to two menu choices if he or she determines that the primary objective of the menu option is achieved or that the specific site limits availability of a majority of the options.

This standard is partially met.

c. Orientation of Living Spaces and Windows—Overall Development

Provide windows and/or entrances to habitable living spaces, comprising at least 10 percent of the total wall area of up to two building elevations facing a street or having a primary front entrance. Windows in a garage door do not count towards the minimum area in this section.

The windows and/or entrances on the façades facing the street will need to meet or exceed the minimum 10% requirement. No wall area window calculations were submitted. Provide calculations to meet windows/ entrances. The garage door windows shown do not count towards the minimum area. This is to include up to two building elevations for the units that face Whisperwood Park and the unnamed internal street.

k. *Visible Front Entries*

- i. **Place the primary front entrance(s) (at least one shared primary front entrance for a multifamily structure or at least 50 percent of individual unit entrances) on a street-facing building elevation, or facing a common private open space that is visible from and has direct access to the street.**
- ii. **As an alternative, place the primary front entrance(s) on a façade at an angle of up to 90 degrees from the street, where there is an unobstructed line of sight from the street or sidewalk edge (abutting the site) to the entry door, and a sheltering roof structure no more than 12 feet above the floor of the entry as a permanent architectural feature projecting from the façade.**

The primary entrance to each dwelling unit faces the unnamed streets shown on the site plan.

h. *Limited Front-Facing Garage Width for Townhouses*

Where garages for individual townhouse-style dwelling units face the street or are on the same building elevation as the primary front entry to the dwellings, limit the garage door width to no more than 50 percent of the width of each dwelling, or up to 67 percent provided the building façade achieves one more feature than required in subsection C.7., *Building Articulation Menu*.

The standard is not met.

The site plan and architectural renderings narrative does not state if the application is seeking 50 percent or 67 percent garage door widths. The application provided four menu choices which would be the 50 percent garage door width. Provide width of garage and wall for verification of 50 percent garage door width.

The application lists the following building façade features from the Building Articulation Menu:

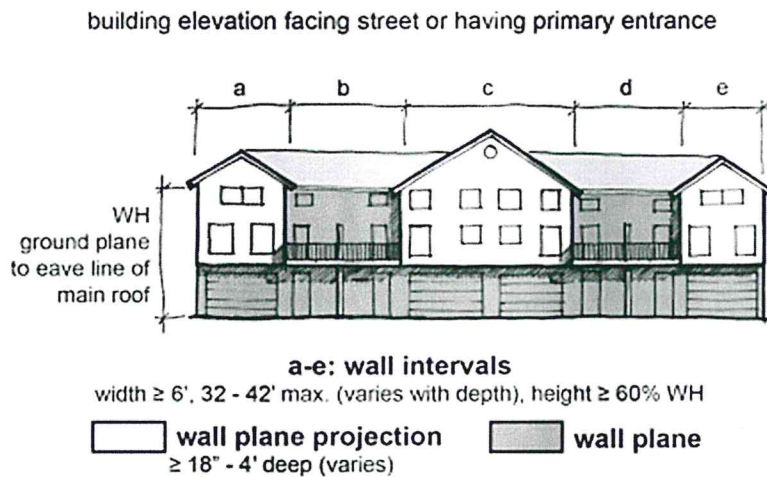
7. Building Articulation Menu

Any building elevation facing a street or having a primary front entrance shall provide at least four features from the menu below, except that the end walls of rows of dwelling units may provide as

few as three features. This section shall apply to no more than two building elevations, with priority to at least one elevation facing a street. Each building elevation may use different menu choices.

a. Wall Articulation

Articulate the building using wall plane projections or recesses, with changes in plane of at least 18 inches in depth. Space at intervals that relate to the location and size of individual dwelling units or living spaces, or to the number of units across the façade, or that are no more than 30 feet on average (spacing may vary). Provide such articulation for the majority of the building wall height.



The menu choice is not met.

The six-plex elevation drawings do not show any articulation. The seven-plex elevation drawings show articulation for two units but no calculations are provided. Provide drawings for wall articulation.

b. Overall Building Modulation Provide wall plane projections or recesses having a depth equal to at least 10 percent of the length of the building elevation or 4 feet (whichever is less), and whose combined wall area comprises at least 25 percent of the building elevation wall area. This menu choice counts as two features if the change in plane is double the minimum width.

The menu choice is not met.

The six and seven-plex buildings drawings show wall projections however some are spaced more than 131 feet apart and do not meet

the 4-foot depth required. Provide drawings for overall building modulation and percentages.

c. Upper Story Cantilever or Step-Back

Cantilever or step-back an upper story for the majority of the building elevation length, with a change of wall plane of at least 18 inches.

The menu choice is not met.

Provided drawings A4 and A5 1st floor and second floor are same dimensions and no cantilever or step-back information is shown. The conceptual renderings for the 7-plex do show cantilever for the rear elevations, however it does not match with architectural drawings. Provide drawings to include dimensions of cantilever or step-back information.

d. Variation of Exterior Finishes

Use two or more primary wall siding materials, or a change of color only if the color change is to a different primary or secondary color family and is delineated with trim or a change in wall plane, not including concrete or block foundation.

The menu choice is not met.

Provide color drawings for exterior wall siding materials such as manufactured stone, lap siding, shingle siding, and board and batt siding. Each siding type should have a designated color that differentiates from other types.

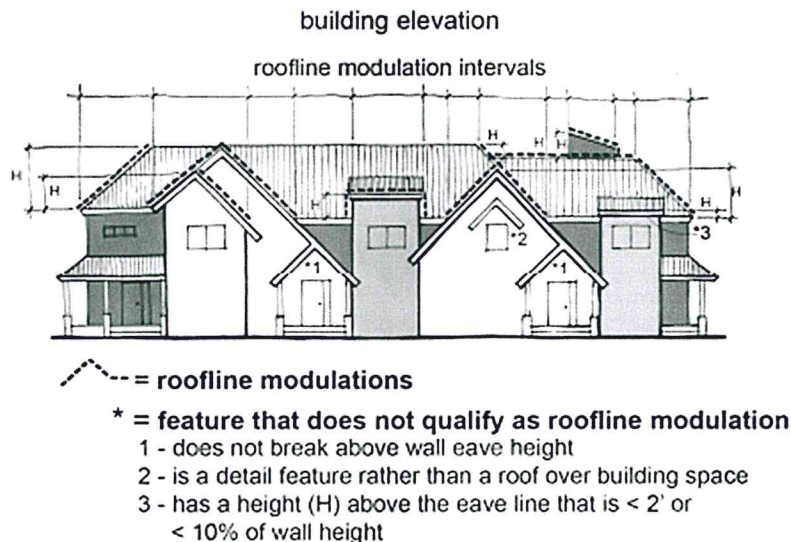
i. Entry Articulation

Enhance the articulation of the primary front entrance (or at least 50 percent entries when not every entry faces the street) with a sheltering roof structure, projecting vestibule, or wall projections/recesses, having a depth of at least four feet for the width of the entry space.

The elevation drawings for the six-plex entrances possibly may meet the four feet depth. The seven-plex entrances are dimensioned 3 feet deep which does not meet the standard. Provide dimensioned and scaled drawings to show the standard is met.

1. Roofline Modulation

Provide variations in roof form, orientation, or height using features such as a terracing parapet, multiple peaks, jogged ridge lines, projecting roof forms and dormers, provided at intervals above the main eave line (spaced as stated in menu choice 7.a. above). The vertical dimension of the roofline variation shall be at least the greater of two feet or 10 percent of the wall height.



This menu choice is not met. Provide roofline modulation dimensions and drawings.

m. Variation in Building Form or Scale

Provide a minimum of two kinds of variation in architectural form or scale, such as between individual dwellings in a building, or from one building to the next in the development. Variations may include reversed building elevations, a different pattern or arrangement of building modulation or articulation features, a different dwelling unit layout or design that is evident on the exterior, or a change in scale such as varying the number of stories, the number of units from one building to the next, or the width of abutting units.

This menu choice is partially met. The rendering drawings for the 7-plex show two different dwelling unit layouts, however the six-plex

is the same design for all units. Provide a minimum of two kinds of variation in architectural form or scale.

9. Entryway Treatment

Primary front entrances shall be given emphasis and physical access as follows. A porch, landing, patio, or other semi-private outdoor entryway space with a minimum dimension of four feet shall be provided that is distinguished from adjacent areas and vehicular parking by a vertical separation or change in surface material.

This standard is not met

In accordance with this standard, each of the building entryways shall have a minimum 4-foot wide covered porch. It appears that the 7-plex may meet the standard. Provide dimensions and scaled plan to show entryway treatments.

10. Landscaping

This standard is not met – the landscape plan submitted with this application requires the stamp and signature of a State of Alaska Registered Landscape Architect.

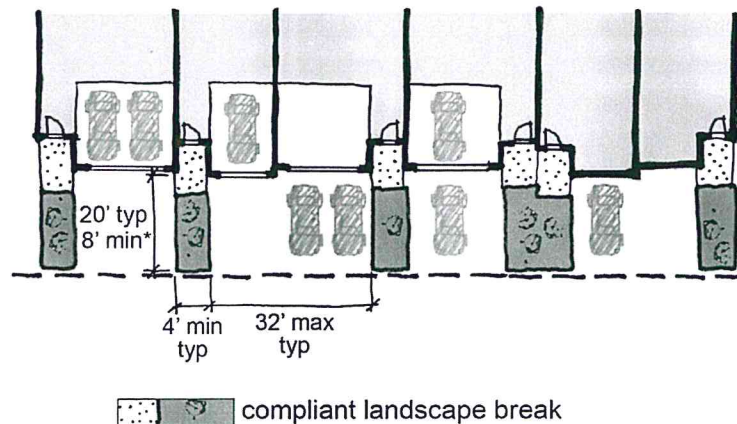
a. Semi-Private Transition Space

For dwelling units that front onto a street, the area between an individual unit's front entry porch or landing and the abutting street shall be planted as provided in 10.d. below. Front driveway width and other motor vehicle parking facilities shall not encroach into this area. The director may modify or exempt this requirement in site specific instances (such as narrow lots and shared entry porches) that will not allow the area to extend to the street due to other requirements of code.

b. Front Driveway Separations

Where units are served by individual garages or driveways fronting onto the street or on the same building elevation as the primary front entry to the dwelling, a landscaping planting area with a width of no less than four feet shall be provided between each individual driveway. The planting area shall extend out from the building façade or front entry landing the full distance to the street, shared

driveway, parking bay, or circulation aisle, but in no case extend out less than eight feet from the building garage facade. Driveways may be combined for a maximum of two dwellings, however no driveway or driveway combination shall exceed 32 feet in width without a landscaped break.



This standard is met.

The landscape plan shows driveway widths of less than the maximum allowed 32-foot width of driveways prior to a landscape break. The landscaping planting area widths are wider than the minimum four feet between each individual driveway.

d. Landscaping Bed and Planting Material Standards

i. Landscaping areas required by subsections 10.a. and 10.b. above shall be planted as follows:

- (A) Where the building elevation is eight feet or less from the street or driveway, the landscaping areas shall be planted with one tree and five shrubs for every two units. No landscaping area shall be devoid of plant material.
- (B) Where the building elevation is 20 feet or more from the street or driveway, the landscaping areas shall be planted with one tree and five shrubs in front of each dwelling.

- ii. **The foundation planting bed area in subsection 10.c. above shall be planted with at least ten shrubs per 20 linear feet of applicable building length. Trees may be used in lieu of shrubs with one tree replacing five shrubs.**
- iii. **The director may modify or exempt the standards where it can be shown that plantings would interfere with solar panels, foundation insulation, or other elements that promote other objectives in title 21.**

The standard is not met.

The landscape plan does not show the required landscaping when the building elevation is 20 feet or more from the street or driveway, the landscaping areas shall be planted with one tree and five shrubs in front of each dwelling. Provide a stamped and signed landscape plan with planting detail.

11. Mechanical and Electrical Equipment Screening

Mechanical and electrical equipment serving a single building shall be screened from view as required by subsection 21.07.080G.4.

This standard is met.

There is no roof mounted mechanical on the buildings. No wall mounted mechanical equipment is shown on the building plans.

DEPARTMENT RECOMMENDATION

The Department recommends approval of the plat for 24 months, subject to the following conditions:

1. Resolve utility easements.
2. Finalize the Approach Road Review with DOT&PF ROW for the dedicated unnamed road running north/south.
3. Resolve with AWWU, the need to abandon a sanitary sewer main and disconnect two water tees at the main.
4. Resolve with the Traffic Engineering Department, the provision of streetlighting per AMC 21.08 and DCM Chapter 5 for required illumination at street intersections.

5. Enter into a subdivision agreement with Private Development for required public Class A area improvements, to include the asphalt street, sidewalk, traffic control devices, streetlights, street signs, monuments, drainage facilities, and utilities:
 - a. Construct a 5-foot-wide concrete sidewalk, in accordance with AMC 21.08.050 Table 21.08-7 and Type I barrier curb and gutter fully fronting and adjacent to the northern property boundary.
 - b. The internal public street (Venture Place) shall be constructed to Municipal Class A standards consisting of a 33-foot-wide paved street (back of curb to back of curb) including Type I barrier curb and gutter on the east side of the public right-of-way. Resolve the curb type on the west side of the public right-of-way with Private Development.
 - c. The private streets (Summit Court and Trek Court) shall be constructed as a 31-foot-wide paved street (back of curb to back of curb) including Type II rolled curb and gutter on both sides.
6. Submit to Private Development for review and approval a comprehensive site grading and drainage plan to resolve the need for drainage easements and drainage improvements and to demonstrate that all post development drainage patterns will not adversely impact adjacent properties or rights of way, and to include a suitable outfall. Required drainage improvements shall be designed in accordance with the Municipality of Anchorage Design Criteria Manual Chapter 2.
7. Dedicate a 60-foot right-of-way for the internal street from Whisperwood Park Drive to Boundary Avenue.
8. Dedicate 40-foot wide tracts for private streets as shown on preliminary plat.
9. Obtain a Memorandum of Understanding between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way.
10. Obtain a Right-Of-Way Permit for snow removal activities within the public right-of-way.
11. Place a note on the plat regarding street maintenance winter responsibilities for the public right-of-way (Venture Place). Resolve the

wording with the MOA Right-of-Way Division and the Planning Department.

12. Provide a landscape plan for review that meets the requirements of AMC 21.07.080. and is stamped and signed by a Registered State of Alaska Landscape Architect to include:
 - a. L1 site perimeter landscaping along the internal street.
 - b. Site enhancement landscaping per AMC 21.07.080E.3. to show legend and species type.
 - c. Required minimum trees per AMC 21.07.080E.4. delineate each parent lot and required trees to include a minimum of 100 trees.
 - d. Required front driveway separation plantings of one tree and five shrubs in front of each dwelling per AMC 21.07.110C.10.
 - e. Provide a fence detail for the shown 8-foot opaque fence.
13. Provide proof of compliance with AMC 21.07.040F.5., *Alternative Snow Management Strategies*. Show temporary snow storage on the site plan. No snow storage is allowed in required landscaping with trees per AMC 21.07.040F.4.f.
14. Adding the following plat notes:
 - a. "Tracts 1, 2, 3, A, and B are owned and maintained by the Base Camp 907 Homeowner's Association."
 - b. "Tracts 1, 2, and 3 are open space tracts that shall be preserved from the development of permanent structures in perpetuity."
 - c. "The Municipality will not accept now, nor in the future, ownership of, the maintenance of, or the responsibility for snow plowing or roadway improvements in Tracts A and B. Ownership, maintenance, and snow clearing shall remain the collective responsibility of the property owners of the lots which receive their access off this tract."
 - d. "Driveways require approval from the Municipal Traffic Engineering Department."

- e. "Driveway widths shall be a minimum of 12 feet wide and a maximum width not to exceed 50 percent of the proposed unit lot frontage width shown on plat."
- f. "The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns without prior approval from Municipality of Anchorage Building Safety Office."
- g. "Property owners and utilities shall not obstruct, impede or alter drainage facilities (e.g., swales, ditches) in any way that will adversely impact adjacent properties or rights-of-way."

15. Indicate the following on the Site Plan:

- a. Provide and include the street names.
- b. Setbacks of the parent lots per standards of AMC Table 21.06-1.
- c. The layout and dimensions of all pedestrian circulation facilities.
- d. Delineate common and individual open space with dimensions.
- e. Provide driveway widths.
- f. The driveway and parking locations, layout and dimensions.
- g. A utility plan addressing water and wastewater in accordance with the current Design and Construction Practices Manual-DCPM, approved by AWWU.
- h. Landscaping requirements in accordance with subsection AMC 21.07.080.
- i. Indicate whether the design and construction on each unit lot complies with the approved drainage plan for the parent lot.
- j. Correct Max. Lot Coverage from 75% to 60% for R-4.
- k. Remove information for "primary entrances on W. 8th Avenue and all parking and garage entrances are on north side."


16. Submit documents regarding the formation of a Homeowners' Association in accordance with AMC 21.08.070E.7.
17. Provide address numbers that meet the standards of AMC 21.07.010C. *Addresses.*
18. Provide information to show all required window and wall area calculations for residential design standards are met per AMC 21.07.110C3.
19. Provide information to show all required building and site orientation residential design standards menu choices are met per AMC 21.07.110C.6.
20. Provide information to show all required building articulation menu items chosen are met per AMC 21.07.110C.7.
21. Provide information to show required entryway treatment standards are met per AMC 21.07.110C.9.

Reviewed by:



Craig H. Lyon
Planning Director

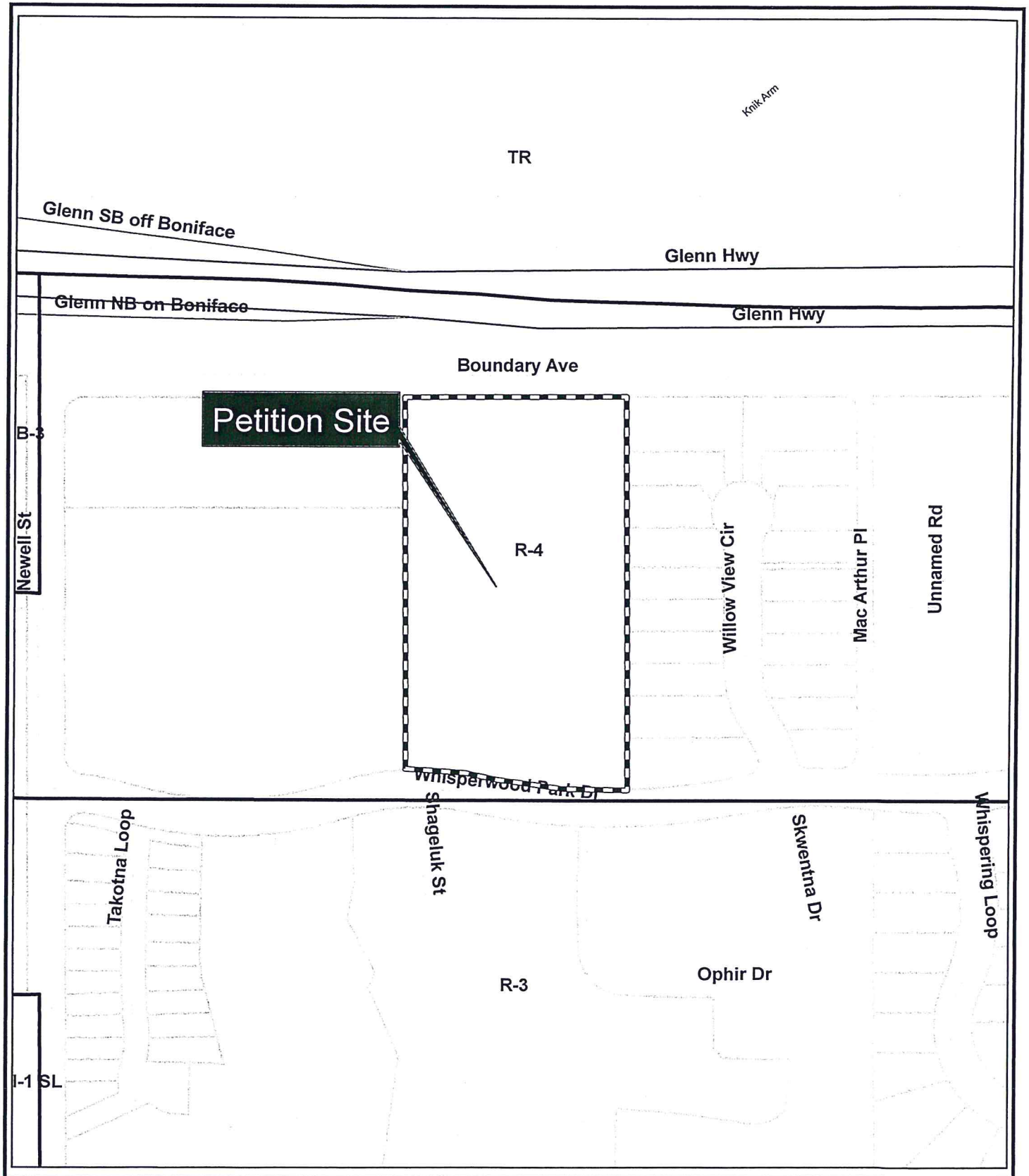
Prepared by:



Shawn Odell
Senior Planner

Case S12722

S12722

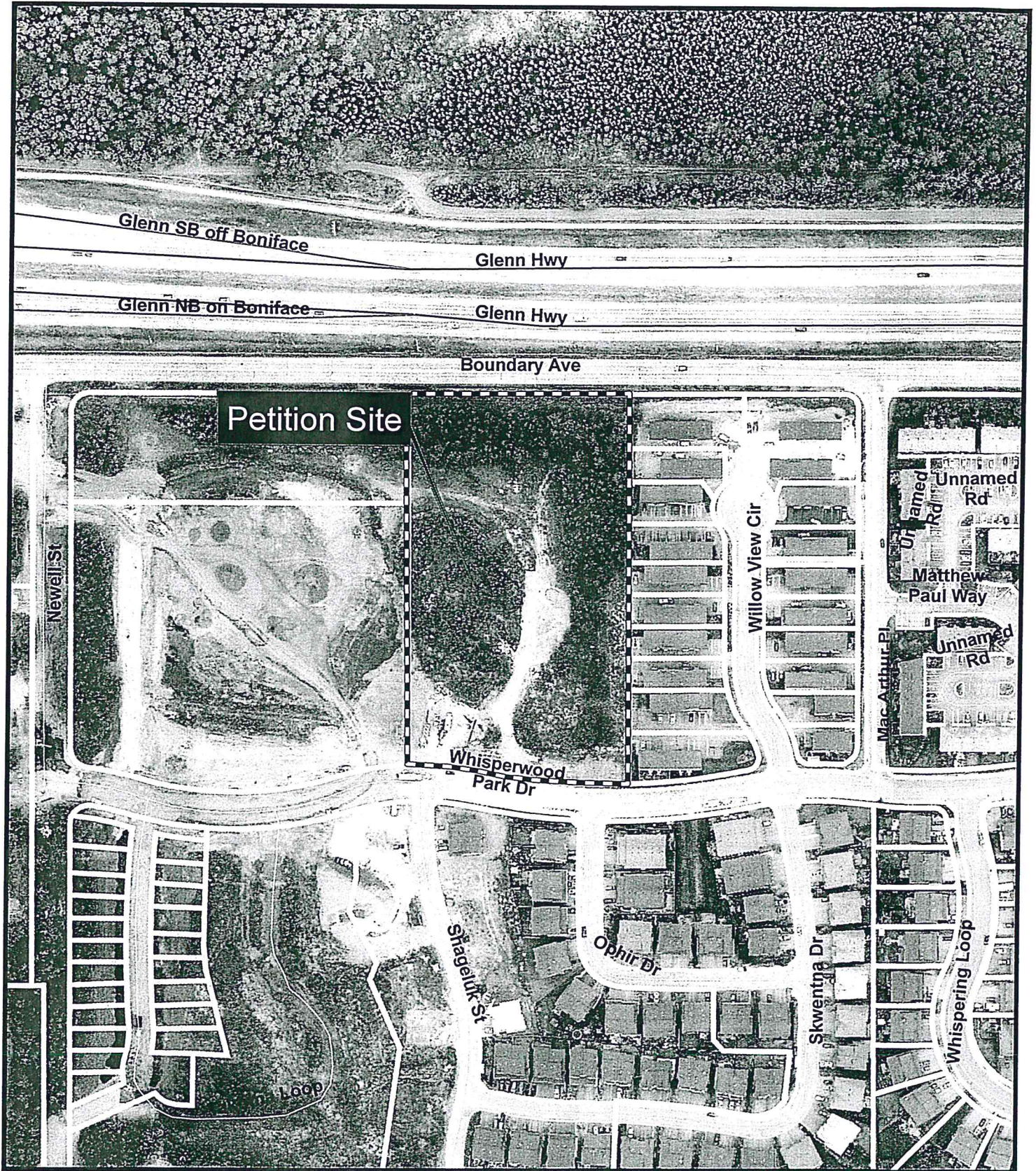


Municipality of Anchorage
Planning Department

Date: 5/30/2023



S12722



Municipality of Anchorage
Planning Department

Date: 5/30/2023



APPLICATION

Application for Preliminary Plat

Municipality of Anchorage
Planning Department
PO Box 196650
Anchorage, AK 99519-6650

PETITIONER*

Name (last name first)
Hultquist Homes, Inc
Mailing Address
12580 Old Seward Hwy, Anchorage, AK 99515
Contact Phone – Day
907-854-8971
Evening
E-mail
cody@hultquisthomes.com

PETITIONER REPRESENTATIVE (IF ANY)

Name (last name first)
S4 Group, LLC
Mailing Address
124 E 7th Ave, Anchorage, AK 99501
Contact Phone – Day
907-306-8104
Evening
E-mail
craigb@s4ak.com, kate@s4ak.com

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION

Property Tax # (000-000-00-000): 006-421-15			
Site Street Address: N/A			
Current legal description: (use additional sheet if necessary) Base Camp 907 Subdivision, Parent Lots 1A-7A, Tracts, 1, 2, 3, A, & B			
Zoning: R-4	Acreage: 5	Underlying Plat #: 2012-96	Grid #: SW1238
# Lots: 7	# Tracts: 5	Total # parcels: 12	

PROPOSED SUBDIVISION INFORMATION

Proposed legal description: (use additional sheet if necessary) Base Camp 907 Subdivision Lots 1-47		
# Lots: 47	# Tracts:	Total # parcels: 47

I hereby certify that (I am)(I have been authorized to act for) the owner of the property described above and that I petition to subdivide it in conformance with Title 21 of the Anchorage Municipal Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the subdivision. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department staff or the Platting Authority for administrative reasons.

Signature  ☐ Owner ☒ Representative
(Representatives must provide written proof of authorization)

05/23/2023

Date

Kate Sauve

Print Name

Accepted by: <u>E. Appleby</u>	Poster & Affidavit: <u>2+1</u>	Fee: <u>\$12,285</u>	Case Number: <u>S12722</u>	Meeting Date: <u>7/19/23 PB</u>
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PP (Rev. 09/21) Front

S12722 JUL 19 2023

COMPREHENSIVE PLAN INFORMATIONImprovement Area (per AMC 21.08.050B.): ☒ Class A ☐ Class B**Anchorage 2040 Land Use Designation:**

- ☒ Neighborhood (Residential) ☐ Center ☐ Corridor
☐ Open Space ☐ Facilities and Institutions ☐ Industrial Area

Anchorage 2040 Growth Supporting Features:

- ☐ Transit-supportive Development ☐ Greenway-supported Development
☐ Traditional Neighborhood ☐ Residential Mixed-use

Eagle River-Chugiak-Peters Creek Land Use Classification:

- ☐ Commercial ☐ Industrial ☐ Parks/opens space
☐ Public Land Institutions ☐ Marginal land ☐ Alpine/Slope Affected
☐ Special Study ☐ Residential at _____ dwelling units per acre

Girdwood- Turnagain Arm

- ☐ Commercial ☐ Industrial ☐ Parks/opens space
☐ Public Land Institutions ☐ Marginal land ☐ Alpine/Slope Affected
☐ Special Study ☐ Residential at _____ dwelling units per acre

ENVIRONMENTAL INFORMATION (All or portion of site affected)

- Wetland Classification: ☒ None ☐ "C" ☐ "B" ☐ "A"
 Avalanche Zone: ☒ None ☐ Blue Zone ☐ Red Zone
 Floodplain: ☒ None ☐ 100 year ☐ 500 year
 Seismic Zone (Harding/Lawson): ☐ "1" ☒ "2" ☒ "3" ☐ "4" ☐ "5"

RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion of site)

- ☐ Rezoning - Case Number: _____
☐ Preliminary Plat ☐ Final Plat - Case Number(s): _____
☐ Conditional Use - Case Number(s): _____
☐ Zoning variance - Case Number(s): _____
☐ Land Use Enforcement Action for _____
☐ Building or Land Use Permit for _____
☐ Wetland permit: ☐ Army Corps of Engineers ☐ Municipality of Anchorage

POTABLE WATER AND WASTE WATER DISPOSAL

- Potable Water provide by: ☒ Public utility ☐ Community well ☐ Private well
 Wastewater disposal method: ☒ Public utility ☐ Community system ☐ Private on-site

APPLICATION REQUIREMENTS

(One of each applicable item is required for initial submittal, additional copies are required after initial submittal)

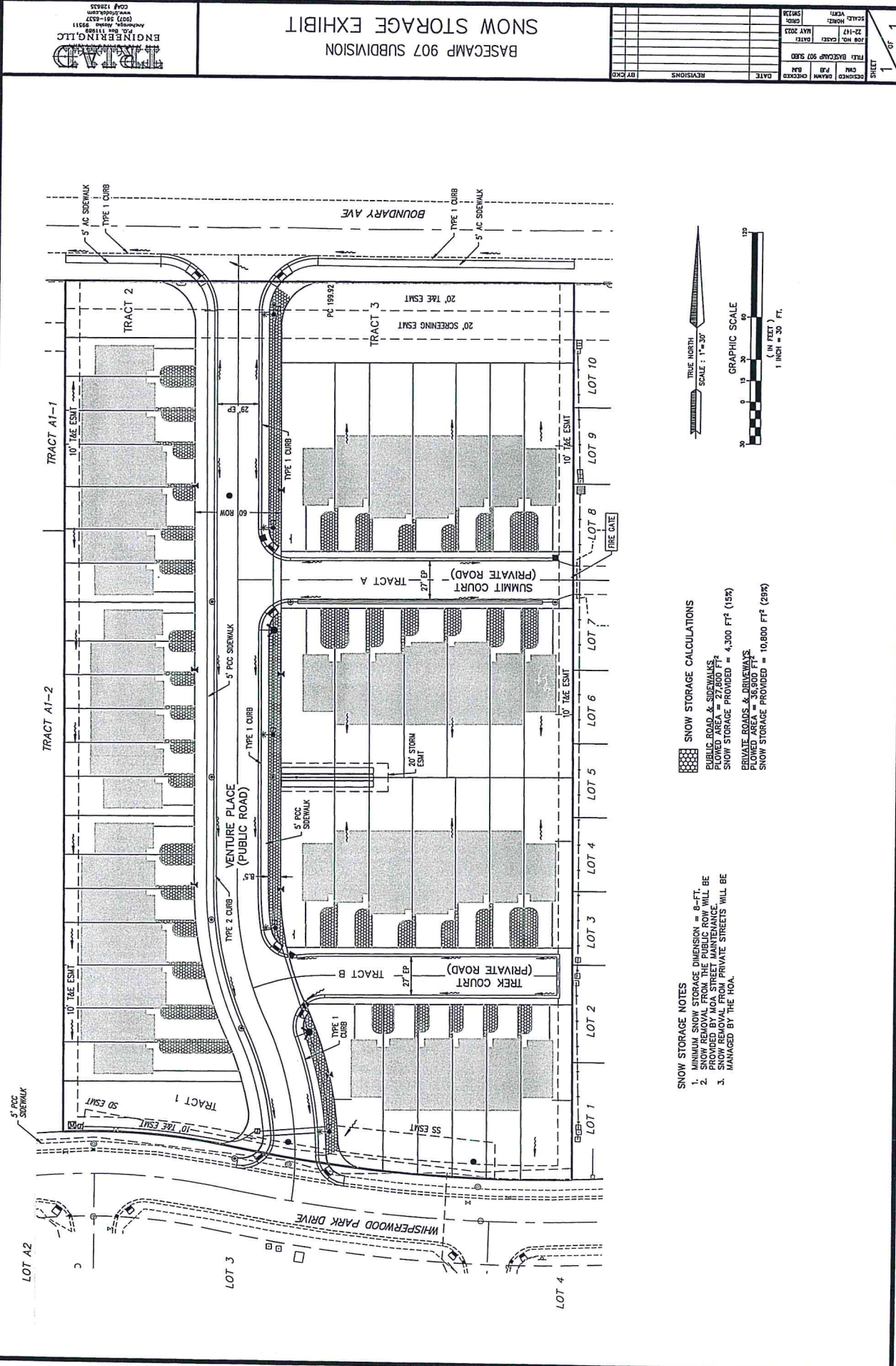
- ☐ Signed application (original)
☐ Watershed sign off form, completed
☐ 8½" by 11" reduced copy of plat
☐ Certificate to Plat
- 4 copies required: ☐ Subdivision drainage plan
- 9 copies required: ☐ Topographic map of platted area
- 16 copies required:
(7 copies for a short plat)
- ☐ Signed application (copies)
☐ Preliminary plat
☐ As-built (if applicable)
☐ Summary of community meeting(s) (not required for short plat)

(Additional information may be required)

Additional required documents unless specifically waived by Platting Officer:

- ☐
- Soils investigation and analysis reports (4 copies)

Waived by _____

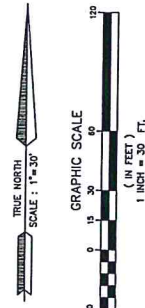


- SNOW STORAGE NOTES**
1. MINIMUM SNOW STORAGE DIMENSION = 8'-FT.
 2. SNOW REMOVAL FROM THE PUBLIC ROW WILL BE PROVIDED BY MOA STREET MAINTENANCE.
 3. SNOW REMOVAL FROM PRIVATE STREETS WILL BE MANAGED BY THE HOA.

SNOW STORAGE CALCULATIONS

PUBLIC ROAD & SIDEWALKS
 PUBLIC ROAD = 2,000 FT²
 SNOW STORAGE PROVIDED = 4,300 FT² (15%)

PRIVATE ROADS & DRIVEWAYS
 PRIVATE AREA = 38,900 FT²
 SNOW STORAGE PROVIDED = 10,800 FT² (29%)



DESIGNED	DRAWN	CHECKED	DATE
SM	PAJ	BLA	
FILE	PROJECT	DATE	BY
BASECAMP 907 SUB	22-117	MAY 2023	BT
SCALE	NO.	DATE	BY
1"=30'	1		

TRIAD ENGINEERING LLC
 11111 W. 11TH AVE. SUITE 100
 ANCHORAGE, ALASKA 99511
 (907) 581-4527
 FAX (907) 581-4528
 CADD 128835

BASECAMP 907 SUBDIVISION SNOW STORAGE EXHIBIT



PRINTED:
4/4/2023

SHEET:
A1

PROJECT NAME:
BASECAMP 901
6 PLEX
RENDERINGS

STACY CARPENTER
BUILDING DESIGNER
PHONE: 907-770-1514
HULTQUISTHOMES.COM
STACY@HULTQUISTHOMES.COM



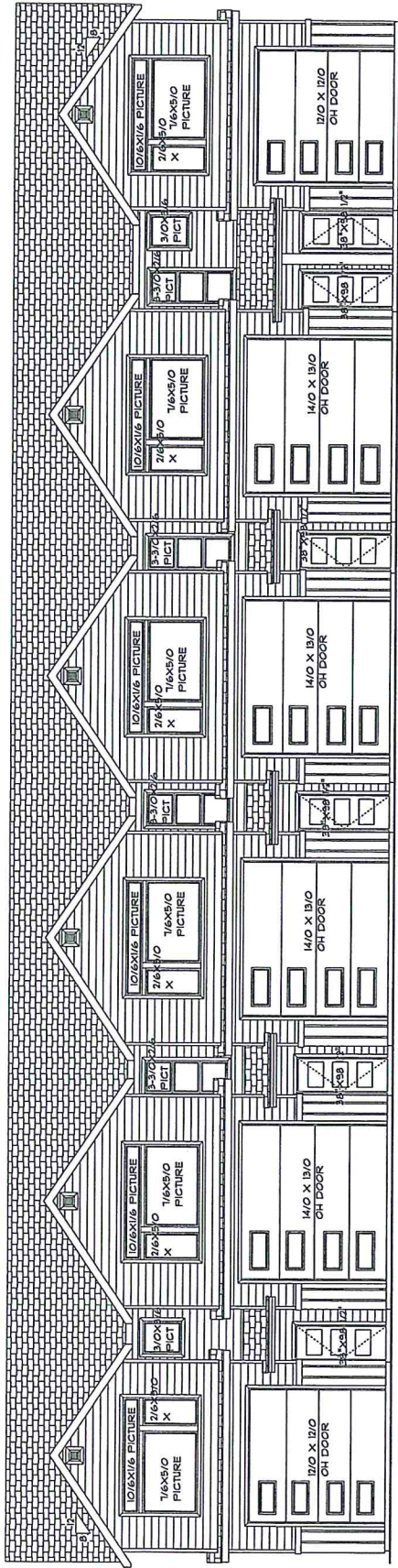
Hultquist
HOMES

SQUARE FOOTAGE
BUILDING
416 SF
2ND FLOOR -
5,307 SF
TOTAL LIVING-
5,723 SF
GARAGE -
4,588 SF

CONCEPT DRAWING ONLY



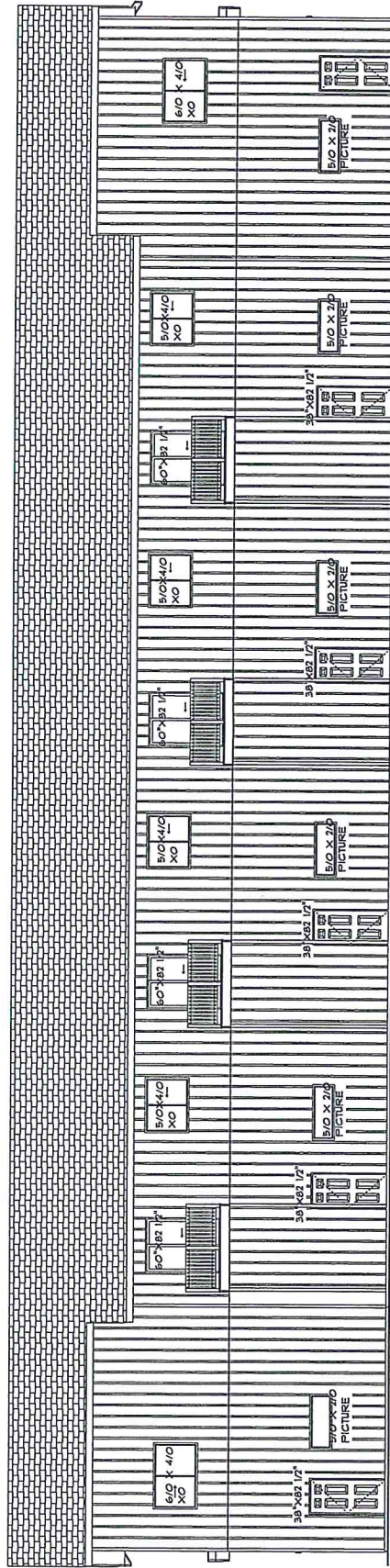
CONCEPT DRAWING ONLY



FRONT ELEVATION

SCALE: 1" = 10'-0"

- 210.110.7 BUILDING ARTICULATION MENU
- a. WALL ARTICULATION
 - b. OVERALL BUILDING MODULATION
 - c. UPPER STORY CANTILEVER OR STEP BACK
 - d. VARIATION OF EXTERIOR FINISHES
 - i. ENTRY ARTICULATION



REAR ELEVATION

SCALE: 1" = 10'-0"

SQUARE FOOTAGE
BUILDING 416 SF
2ND FLOOR 5,307 SF
TOTAL FLOORING- 4,598 SF

HOMES

Hultquist



STACY CARPENTER
BUILDING DESIGNER
PHONE: 907-770-1514
HULTQUISTHOMES.COM
STACY@HULTQUISTHOMES.COM

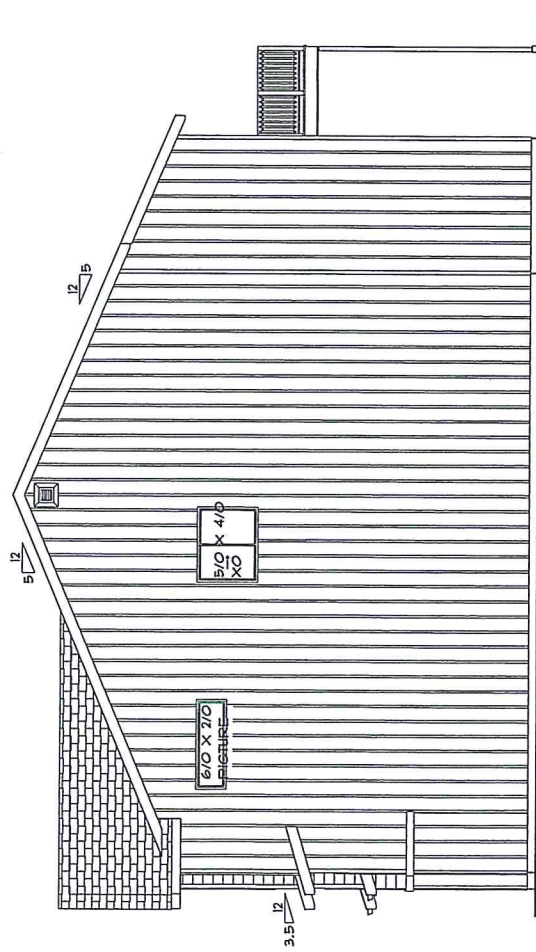
PROJECT NAME:
BASECAMP 901
6 PLEX
ELEVATIONS

SHEET

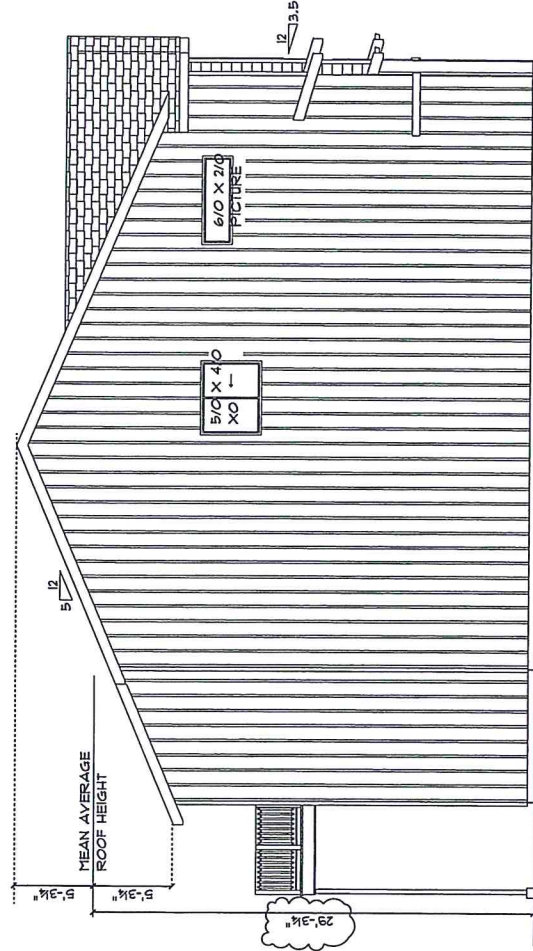
A2

PRINTED:
4/4/2023

CONCEPT DRAWING ONLY



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

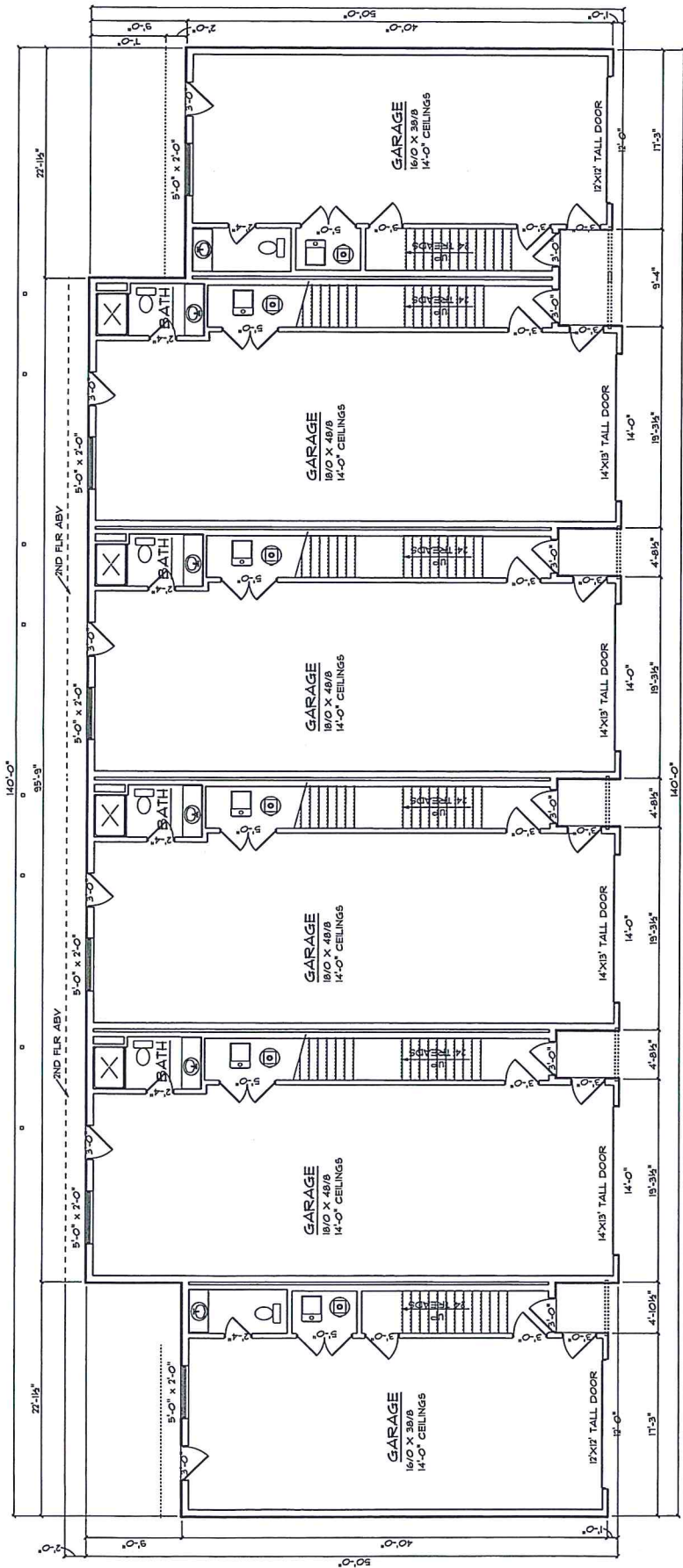
SQUARE FOOTAGE
BUILDING 416 SF
2ND FLOOR 5,307 SF
TOTAL LIVING 5,723 SF
GARAGE 4,588 SF

Hultquist HOMES
STACY CARPENTER
BUILDING DESIGNER
PHONE: 907-770-1514
HULTQUISTHOMES.COM
STACY@HULTQUISTHOMES.COM

PROJECT NAME: BASECAMP 907
6 PLEX
SIDE ELEVATIONS

SHEET: A3
PRINTED: 4/14/2023

CONCEPT DRAWING ONLY



22' WIDE UNIT

1ST FLOOR -	58 SF
2ND FLOOR -	861 SF
TOTAL LIVING -	919 SF
GARAGE -	800 SF

24' WIDE UNIT

1ST FLOOR -	100 SF
2ND FLOOR -	131 SF
TOTAL LIVING -	231 SF
GARAGE -	936 SF

1ST FLOOR LAYOUT

SCALE: 1" = 10'-0"

SQUARE FOOTAGE

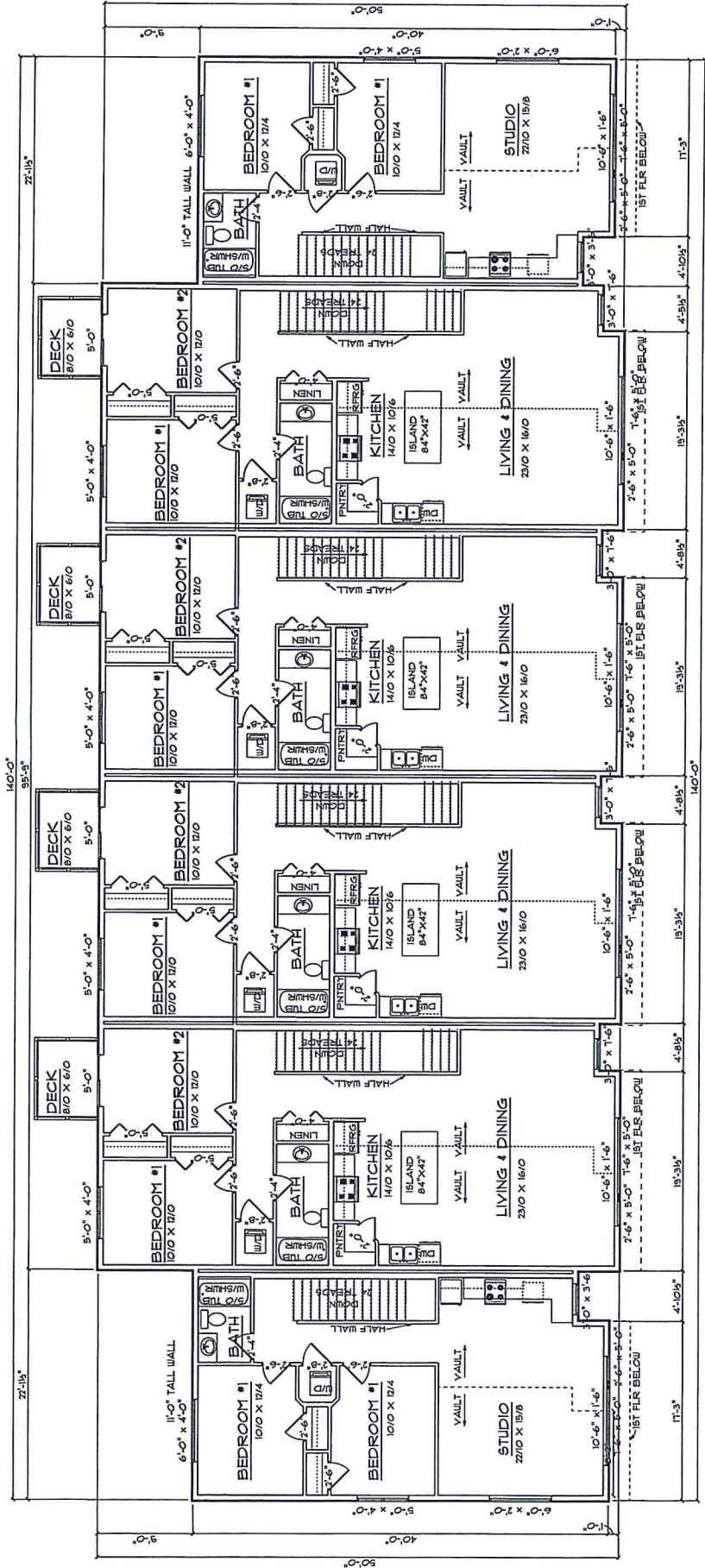
1ST FLOOR -	416 SF
2ND FLOOR -	5,307 SF
TOTAL LIVING -	5,723 SF
GARAGE -	4,588 SF

Hultquist HOMES

STACY CARPENTER
BUILDING DESIGNER
HULTQUISTHOMES.COM
PHONE: 907-770-1514
STACY@HULTQUISTHOMES.COM

PROJECT NAME: BASECAMP 901	SHEET: A4	PRINTED: 4/4/2023
SHEET NAME: 6 PLEX	1ST FLR LAYOUT	

CONCEPT DRAWING ONLY



2ND FLOOR LAYOUT
SCALE: 1" = 10'-0"

STACY CARPENTER
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HULTQUIST HOMES.COM
STACY@HULTQUISTHOMES.COM

PROJECT NAME:
BASECAMP 901
6 PLEX
2ND FLR LAYOUT

SHEET:
A5

PRINTED:
4/4/2023

PRINTED:
4/4/2023

A1

SHEET

PROJECT NAME:

BASECAMP 901

1 PLEX

RENDERINGS

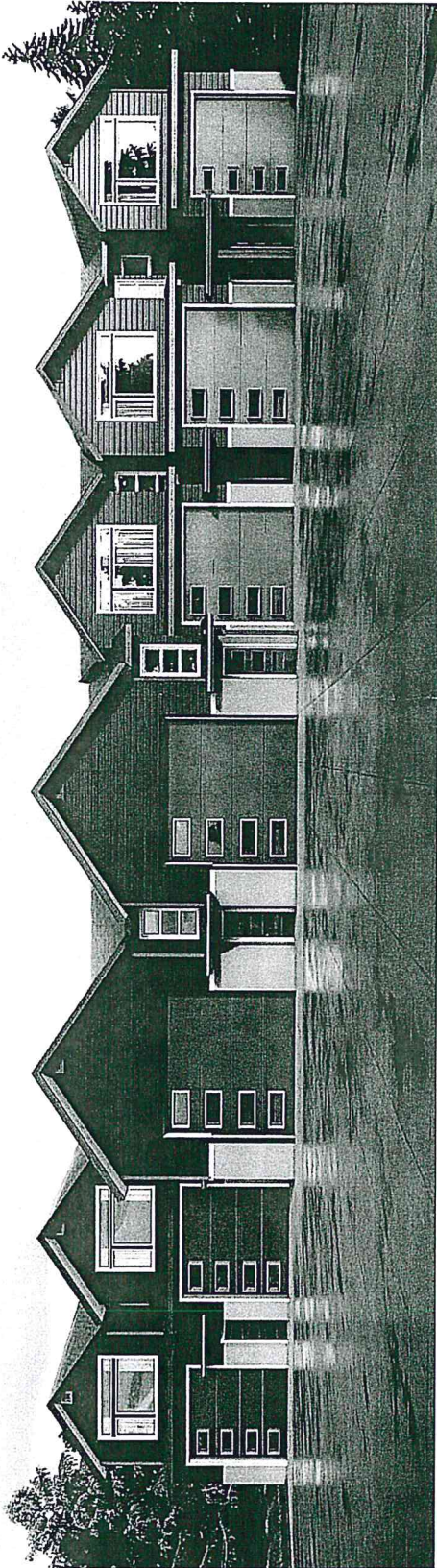
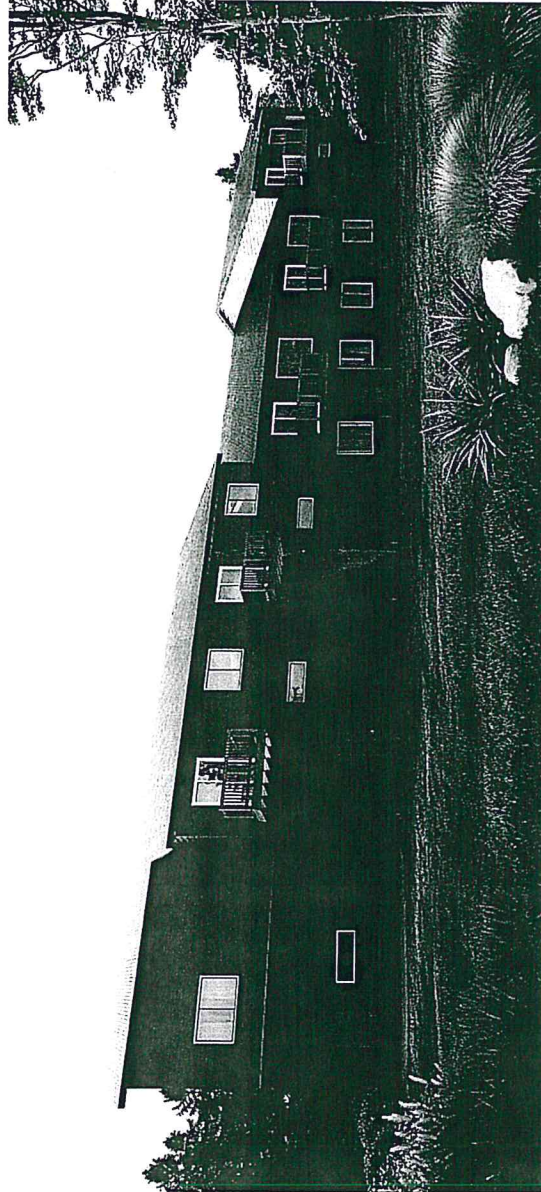
SHEET NAME:

STACY CARPENTER
BUILDING DESIGNER
HULTQUISTHOMES.COM
PHONE: 907-770-1514
STACY@HULTQUISTHOMES.COM



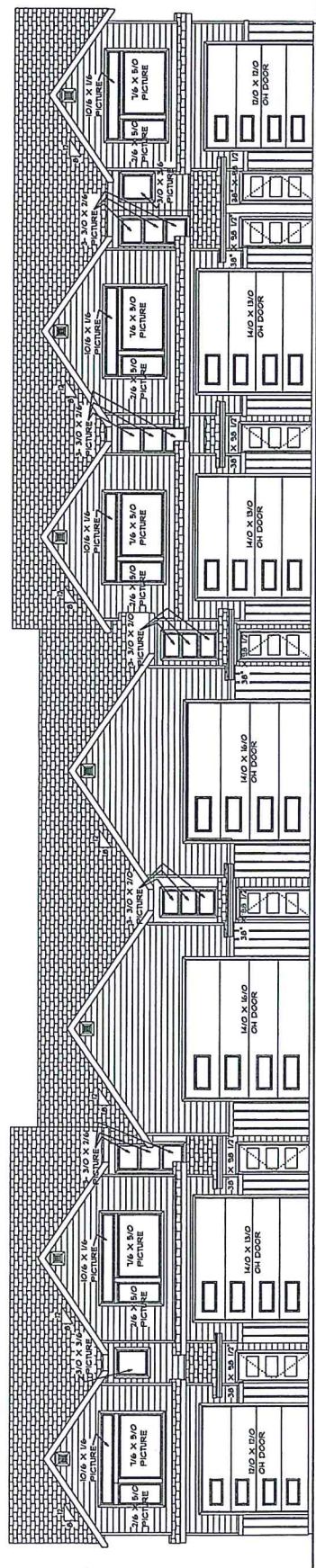
Hultquist
HOMES

SQUARE FOOTAGE
BUILDING 1,632 SF
2ND FLOOR - 6,523 SF
TOTAL LIVING - 8,155 SF
GARAGE - 6,936 SF



CONCEPT DRAWING ONLY

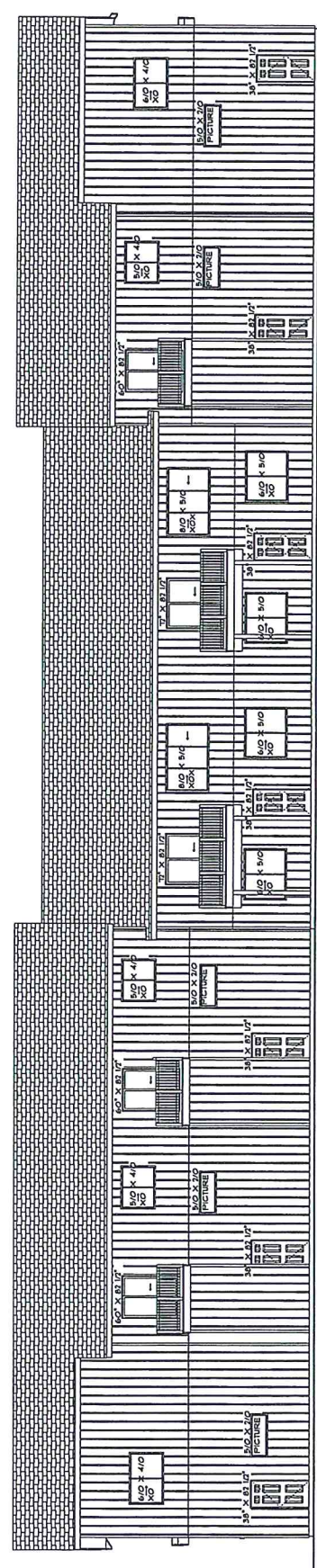
CONCEPT DRAWING ONLY



FRONT ELEVATION

21.01.110.6 BUILDING & SITE ORIENTATION
 c. ORIENTATION OF LIVING SPACES & UNCOVERED-ALL
 h. LIMITED FRONT-FACING GARAGE WIDTH FOR TOWNHOMES
 k. VISIBLE FRONT ENTRIES

21.01.110.1 BUILDING ARTICULATION MENU
 4. WALL ARTICULATION
 b. OVERALL BUILDING MODULATION
 c. VARIATION OF EXTERIOR PROFILES
 d. VARIATION OF EXTERIOR PROFILES
 e. ENTRY ARTICULATION
 f. VARIATION OF EXTERIOR PROFILES
 g. VARIATION IN BUILDING FORM OR SCALE



REAR ELEVATION

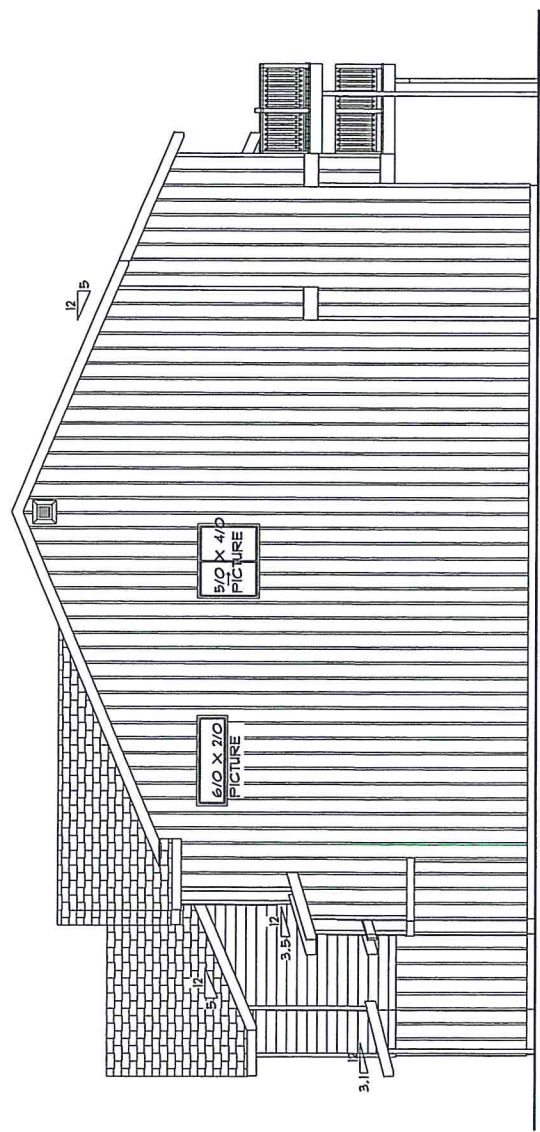
SQUARE FOOTAGE
 BUILDING - 1,633 SF
 1ST FLOOR - 6,523 SF
 2ND FLOOR - 6,523 SF
 TOTAL LIVING - 8,155 SF
 GARAGE - 6,936 SF

Hultquist HOMES
 STACY CARPENTER
 BUILDING DESIGNER
 HULTQUISTHOMES.COM
 PHONE: 907-770-1514
 STACY@HULTQUISTHOMES.COM

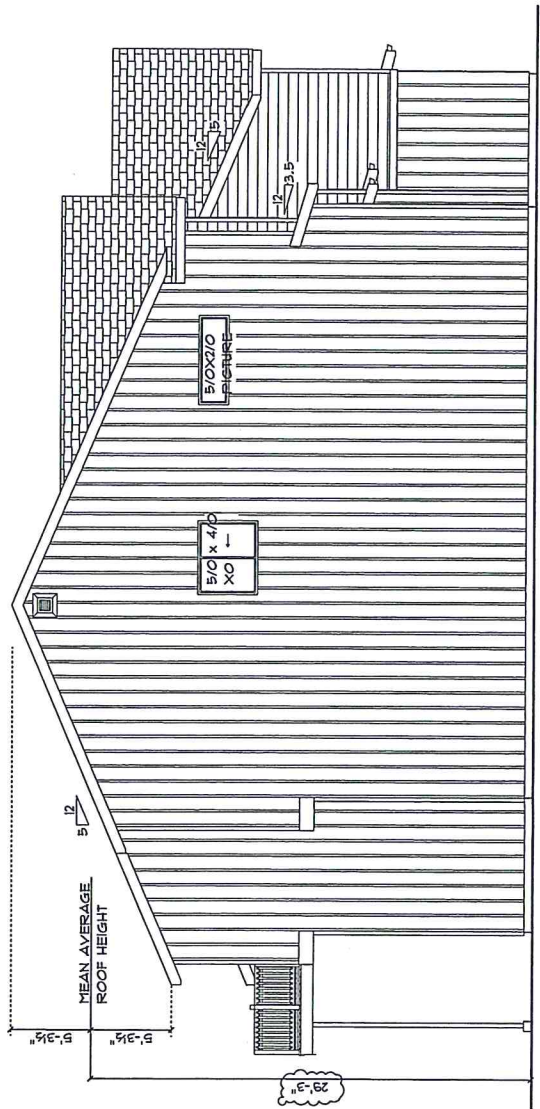
PROJECT NAME: BASECAMP 901
 1 PLEX
 SHEET NAME: ELEVATIONS
 SHEET: A2

PRINTED: 4/4/2023

CONCEPT DRAWING ONLY



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE
BUILDING
1,632 SF
2ND FLOOR -
6,523 SF
TOTAL LIVING-
8,155 SF
GARAGE -
6,936 SF

Hultquist
HOMES

H
STACY CARPENTER
BUILDING DESIGNER
PHONE: 907-770-1514
HULTQUISTHOMES.COM
STACY@HULTQUISTHOMES.COM

PROJECT NAME:
BASECAMP 901
1 PLEX
SIDE ELEVATIONS

SHEET:
A3

PRINTED:
4/4/2023

CONCEPT DRAWING ONLY

SQUARE FOOTAGE	
BUILDING	1,632 SF
1ST FLOOR -	632 SF
2ND FLOOR -	632 SF
TOTAL LIVING -	1,264 SF
GARAGE -	636 SF

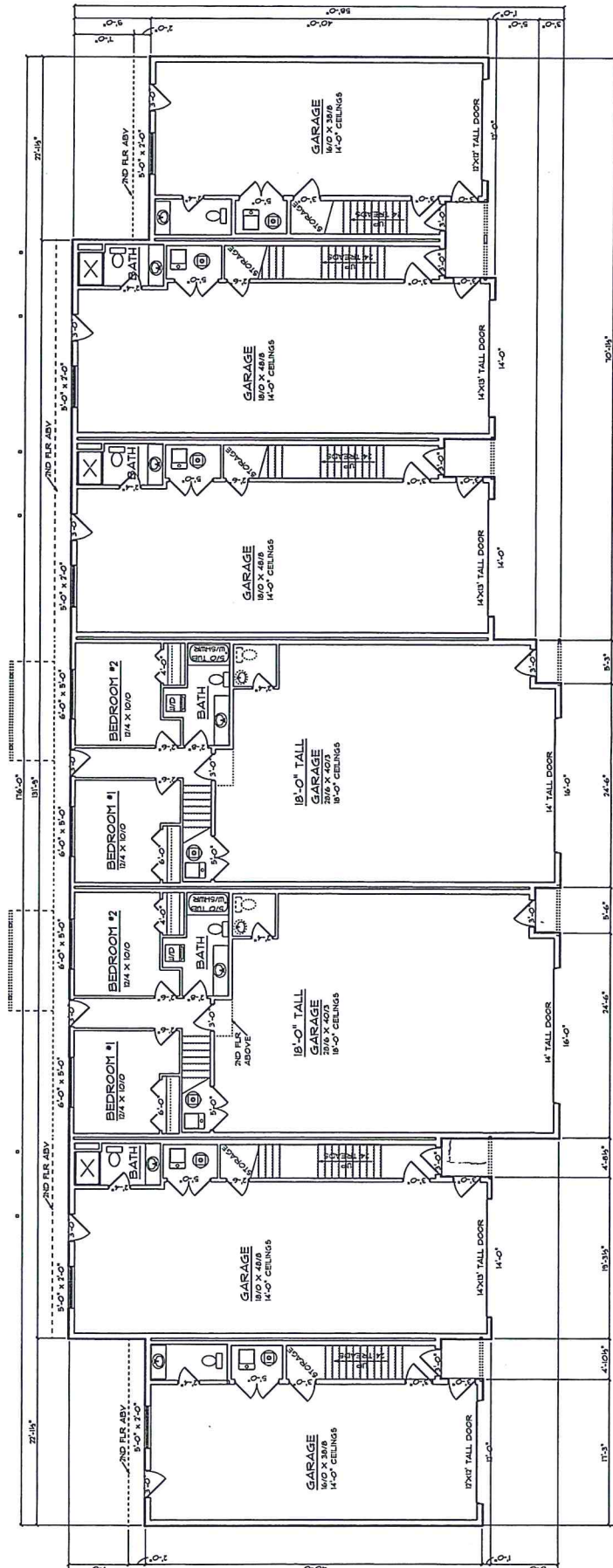


Hultquist
HOMES



STACY CARPENTER
BUILDING DESIGNER
HULTQUISTHOMES.COM
PHONE: 907-770-1514
STACY@HULTQUISTHOMES.COM

PROJECT NAME:	
BASECAMP 901	
7 PLEX	
1ST FLR LAYOUT	
SHEET NAME:	1ST FLR LAYOUT
SHEET:	A4
PRINTED:	4/4/2023



24' WIDE UNIT	
1ST FLOOR -	150 SF
2ND FLOOR -	151 SF
TOTAL LIVING -	301 SF
GARAGE -	296 SF

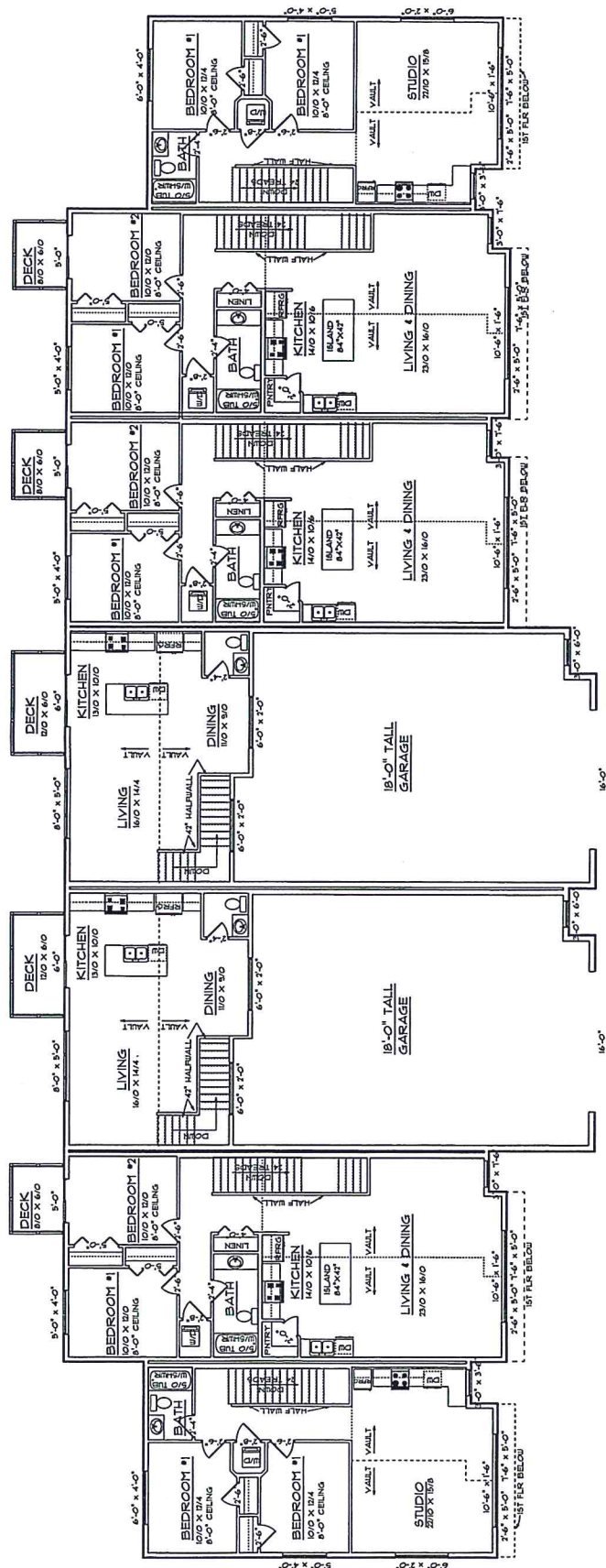
30' WIDE UNIT	
1ST FLOOR -	608 SF
2ND FLOOR -	608 SF
TOTAL LIVING -	1,216 SF
GARAGE -	174 SF

22' WIDE UNIT	
1ST FLOOR -	38 SF
2ND FLOOR -	38 SF
TOTAL LIVING -	76 SF
GARAGE -	600 SF

1ST FLOOR LAYOUT


SCALE: 0.0800" = 1'-0"

CONCEPT DRAWING ONLY




2ND FLOOR LAYOUT
SCALE: 0.0800" = 1'-0"

SQUARE FOOTAGE	
BUILDING	1,633 SF
1ST FLOOR -	6,523 SF
2ND FLOOR -	6,523 SF
TOTAL LIVING -	8,155 SF
GARAGE -	6,936 SF



Hultquist
HOMES



STACY CARPENTER
BUILDING DESIGNER
PHONE: 907-770-1514
HULTQUISTHOMES.COM
STACY@HULTQUISTHOMES.COM

PROJECT NAME: BASECAMP 901 1 PLEX	SHEET NAME: 2ND FLR LAYOUT
SHEET: A5	PRINTED: 4/4/2023

45



Basecamp 907 Subdivision
Unit Lot Subdivision Application Narrative
Case S12722

This platting application's purpose is to create a unit lot subdivision per AMC 21.08.070.E, which allows a fee simple ownership of a dwelling unit within a multifamily development, simplifying the financing process for the developer, but not increasing the density allowed on the lot or changing the development standards. The project site is located in northeast Anchorage, north of Whisperwood Park Dr and south of Boundary Ave, legally known as Checkpoint Subdivision Lot 2, per plat 2012-96, Tax ID # 006-421-15. The site is zoned R-4 Multi-Family Residential and is currently undeveloped. Sewer and water is available to the property. A topographic map of the site is included on page C4 of the Grading, Street, Water, Sewer & Storm Improvement Plans by TRIAD Engineering.

Case S12732, a platting application, is being reviewed concurrently with this platting application. Its purpose is to create the parent lots and accompanying tracts for private roads and open space that this application then uses to create a unit lot subdivision.

Preliminary construction plans have been completed by Hultquist Homes and the applicable plan sheets are attached to this application. The plan set includes 5 7-plexes and 2 6-plexes for a total of 47 unit lots. Three Types of units are included in the plans, each of which are 2 bedroom units, with different floor areas and layouts. The maximum height of the proposed buildings is 34'-6.5" and the mean average height is 29'-3".

This project is in the Northeast Community Council district. The scope of the project, including the unit lot development and vacations were presented to the community council on November 17th, 2022. See Summary of Community Meeting for further details.

Conformance with the Approval Criteria for Subdivision Standards (AMC 21.03.200)

This plat conforms to the applicable dimensional standards and measurements, chapters 21.07, Development and Design Standards and 21.08, and Subdivision Standards, and to the maximum extent feasible:

a. Promotes the public health, safety, and welfare;

This subdivision promotes public health, safety, and welfare by providing a development for residential use that is compatible with the surrounding neighborhood and community.

b. Mitigates the effects of incompatibilities between the land uses or residential densities in the subdivision and the land uses and residential densities in the

surrounding neighborhood, including but not limited to visual, noise, traffic, and environmental effects;

This subdivision mitigates the effects of incompatibilities between land uses and residential densities by conforming to the existing R-4 zoning standards for the parent lots. Abundant open space is provided on the site plan and existing vegetation will be maintained to the maximum extent possible to mitigate visual, noise, and environmental nuisances.

c. Provides for the proper arrangement of streets in relation to existing or proposed streets;

This subdivision is connected to two dedicated rights-of-way, Whisperwood Park Drive and Boundary Avenue with a dedicated thru road. Two private roads are included in the plans for adequate access to all lots.

d. Provides for adequate and convenient open space;

This subdivision provides for adequate and convenient open space by providing abundant open space of 56,600 square feet, well over the R-4 zoning requirement of 4,700 square feet.

e. Provides for the efficient movement of vehicular and pedestrian traffic;

This subdivision provides efficient means of vehicular and pedestrian movement by providing pedestrian and vehicular access via Whisperwood Park Drive and Boundary Avenue with a dedicated thru road. Two private roads are included in the plans for adequate access to all lots.

f. Ensures adequate and properly placed utilities;

This subdivision provides a 10 foot T&E easement along the east, west, and south boundaries and a 20 foot T&E easement along the north boundary of the subdivision. Easements will be provided as needed to facilitate access for all utilities.

g. Provides access for firefighting apparatus;

Allows for effective access to firefighting apparatus by nature of the adequate road frontage. Additionally, a private road depicted on the site plan aligns with the Fire Access easement situated in the eastern subdivision.

h. Provides opportunities for recreation, light, and air, and avoids congestion;

This unit lot subdivision provides abundant open space of 56,600 square feet, well over the R-4 zoning requirement of 100 square feet of open space per unit.

i. Facilitates the orderly and efficient layout and use of the land;

This subdivision facilitates the orderly layout and use of land by dedicated ROW's that coincide with existing streets and dedicating a thru street for adequate access.

j. Does not create a split-zoned lot; and

This subdivision does not create a split-zoned lot. All properties are commonly zoned.

- k. Furthers the goals and policies of the comprehensive plan and conforms to the comprehensive plan in the manner required by section 21.01.080, Comprehensive Plan.**

The proposed lots will conform to all standards set forth in the Comprehensive Plan. The following are policies from the Anchorage 2040 Land Use Plan that apply to this development:

LUP 2.1 Identify and invest in areas best positioned to absorb growth meeting housing and employment needs.

LUP 2.3 Remove barriers to desired infill development and incorporate flexibility in development...

LUP 4.2 Allow and encourage innovative compact housing types and a variety of housing options that respond to changing preferences.

Conformance with the Unit Lot Subdivision Design Standards (AMC 21.08.070.E)

- a. Open space requirements shall be provided in accordance with Section 21.07.030 and shall be applied to the parent lot, except that none of the open space is required to be common space.**

According to AMC 21.07.030.B.4, R-4 zoning mandates that each dwelling unit must have 100 square feet of private open space. As there are 47 units, a total of 4,700 square feet of open space is needed. This plat provides 56,600 square feet of open space. More than adequate open space has been provided for this development.

- b. Drainage shall be designed for the parent lot. Design and construction on each unit lot shall comply with the approved drainage plan for the parent lot.**

Please refer to TRIAD Engineering's plans for grading, street, water, sewer, and storm improvements, which are included with this submission, for the drainage plans.

- c. Snow storage shall be provided in accordance with subsection 21.07.040F. and shall be applied to the parent lot.**

The public road has sufficient space to store snow, see TRIAD's Snow Storage Exhibit for more details. Snow storage for the private roads will be handled by the HOA. Snow storage areas can be designated on Parent Lot 7A, Tract 1 and Tract 2, the remainder will be hauled off site.

- d. Landscaping requirements shall be applied in accordance with Section 21.07.080 and shall be applied to the parent lot.**

Please consult the Landscaping Plan, provided in this submission, for the proposed landscaping.

- e. Refuse collection standards shall be applied in accordance with subsection 21.07.080G.2. and shall be applied to the unit lots.**

Per AMC 21.07.080.G.2 Class A single-family residential shall not have dumpsters and all refuse collection receptacles shall be screened and set back from abutting streets. For this subdivision all units shall have individual trash receptacles that will be kept in the garage units.

- f. Off-street parking requirements shall be applied in accordance with Section 21.07.090. The minimum parking requirement (after any applicable reductions are granted) shall be provided but may be provided on a different unit lot from the unit lot it is assigned to, or in a common ownership area, as long as the right to use that parking is formalized by an easement on the plat.**

A minimum of three off-street parking spaces will be provided for each 2 bedroom unit, exceeding previous off-street parking requirements of 1.65 spaces per unit.

- g. The applicable residential design standards shall be applied in accordance with Section 21.07.110.**

Applicable residential design standards will be met. Please refer to the preliminary construction plans provided by Hultquist Homes.

- h. Where multiple unit lots abut a street, driveway cuts shall be minimized, either through shared access on the other side of the buildings from the street, or by shared driveways.**

All units will be accessed by internal streets within the subdivision, both public ROW and private drives.

- i. AWWU service standards shall be applied in accordance with AMC Sections 26.40, Water Service and 26.50, Sewer Service.**

S4 Group and TRIAD Engineering have collaborated extensively with AWWU to ensure that this development is designed in accordance with AWWU's standards. We will maintain close collaboration with AWWU going forward as plans evolve and finalize.

- j. All applicable design standards in 21.11.070 shall apply to parent lots in the DT districts.**

This subdivision is not located in the DT districts.



Stacy Carpenter
Senior Building Designer
hultquisthomes.com
907-770-1514

ZONING CODE STUDY

PROPERTY INFORMATION CHECKPOINT LOT 2

PROPERTY OWNER CONDOR PROPERTIES, LLC (HULTQUIST HOMES, INC)
12570 OLD SEWARD HWY SUITE 204
ANCHORAGE, AK 99515

LOT ZONING: R-4
PARENT LOT AREA: 218,862 SF

DWELLINGS, MULTI-FAMILY USE:

MAX. LOT COVERAGE ALLOWED: 75% = 164,147 SF
ACTUAL LOT COVERAGE = 56,149 SF = 34.2 %

PARENT LOT 1A -17,976 SF
BUILDING-8,671 SF= 48.2%

PARENT LOT 2A -13,500 SF
BUILDING -6,397 SF = 47.3%

PARENT LOT 3A -16,580 SF
BUILDING-8,671 SF = 52.3%

PARENT LOT 4A -27,223 SF
BUILDING -8,671 SF = 31.9%

PARENT LOT 5A -24,393 SF
BUILDING-8,671 SF = 45.5%

PARENT LOT 6A -24,334 SF
BUILDING -8,671 SF = 35.6%

PARENT LOT 7A -20,366 SF
BUILDING -6,394 SF = 31.4%

FRONT SETBACK: 10 FT

SIDE SETBACK: 5 FT (10 FT IF ADJACENT TO RESIDENTIAL DISTRICT)

REAR SETBACK: 15 FT (WHERE ADJACENT TO RESIDENTIAL DISTRICT)

F.A.R.: NOT REQUIRED

UNIT LOT SUBDIVISION (21.08.070, E):

1 DWELLING PER UNIT LOT

SETBACKS, OPEN SPACE, DRAINAGE, SNOW STORAGE, LANDSCAPING APPLY
TO PARENT LOT

PARKING CAN BE ON DIFFERENT LOT OR IN COMMON AREA WITH EASEMENT
ON PLAT

RESIDENTIAL DESIGN STANDARDS PER 21.07.110 REQUIRED

SHARED DRIVEWAYS SHOULD BE USED TO MINIMIZE DRIVEWAY CUTS WHERE
ABUTS STREET

HOMEOWNERS' ASSOCIATION WITH CC&RS REQUIRED



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Senior Building Designer
hultquisthomes.com
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PROPOSED UNIT COUNT (47 TOTAL)

UNIT A (14) 2-BEDROOM TOWNHOUSE, 22' WIDE GARAGE
UNITS 1,7,8,13,14,20,21,27,28,34,35,41,42,47

UNIT B (23) 2-BEDROOM TOWNHOUSES, 24' WIDE GARAGE
UNITS 2,5-6,9-12,15,18-19,22,25-26,29-30,33,36,39-40,43-46

UNIT C (10) 2-BEDROOM TOWNHOUSES, 30' WIDE GARAGE
UNITS 3-4,16-17,23-24,31-32,37-38

BUILDING HEIGHT

MAX. HEIGHT OF STRUCTURES ALLOWED: 45 FEET
MAX. HEIGHT PROPOSED: 29'-0" ABOVE GRADE PLANE

OPEN SPACE

REQUIRED: 100 SF PER DWELLING X 47 = 4,700 SF REQUIRED.
MAY BE INDIVIDUAL OR COMMON
TRACT 1 – 5,672.46 SF OF OPEN SPACE
TRACT 2- 3,424.62 SF OF OPEN SPACE
TOTAL OPEN SPACE EXCEEDS 4,700 SF REQUIRED

PARKING

TYPE A, B & C (47) 2-BEDROOM UNITS = (1.5 SPACES + 0.15 GUEST)47

TOTAL REQUIRED = 78 SPACES REQUIRED

TYPE A, B & C DOUBLE GARAGE = 2 SPACES 47X2 = 94

TOTAL PROVIDED = 94 PROVIDED

21.07.110 RESIDENTIAL DESIGN STANDARDS

21.07.110.C STANDARDS FOR MULTIFAMILY & TOWNHOUSE RESIDENTIAL

PRIMARY ENTRANCE TO EACH UNIT IS ON SOUTH SIDE (W 8TH AVE)
ALL PARKING AND GARAGE ENTRANCES ARE ON NORTH SIDE

WINDOWS FACING STREET – 10% WINDOWS ON FRONT ELEVATION

BUILDING SPACING – ALL BUILDINGS EXCEED THE REQUIRED MIN AVERAGE 24-30' APART.

PEDESTRIAN ACCESS - EACH UNIT PRIMARY ENTRANCE IS CONNECTED BY
THE DWELLING UNITS INDIVIDUAL DRIVEWAY

21.01.110.C.6 BUILDING SITE AND ORIENTATION MENU (3 CHOICES)

6 PLEX & 7 LEX BUILDING



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- C. ORIENTATION OF LIVING SPACES AND WINDOWS – OVERALL DEVELOPMENT
(FRONT & EITHER SIDE ELEVATION MEET THE 10% REQUIREMENT)
- H. LIMITED FRONT-FACING GARAGE WIDTH FOR TOWNHOMES
- K. VISIBLE FRONT ENTRIES

21.01.110.C.7 BUILDING ARTICULATION MENU (4 CHOICES, APPLIES TO STREET-FACING SIDE ONLY)

- A. WALL ARTICULATION
- B. OVERALL BUILDING MODULATION
- C. UPPER STORY CANTILEVER OR STEP-BACK
- D. VARIATION OF EXTERIOR FINISHES - SEE EXTERIOR ELEVATIONS
- I. ENTRY ARTICULATION - ALL PRIMARY ENTRANCES ARE RECESSED AND HAVE A SHELTERING ROOF STRUCTURE
- L. (7 PLEX ONLY) ROOFLINE MODULATION
- M. (7 PLEX ONLY) VARIATION IN BUILDING FORM OR SCALE

NORTHERN CLIMATE WEATHER PROTECTION AND SUNLIGHT MENU

NOT APPLICABLE – THIS DEVELOPMENT IS COMPOSED OF 6 AND 7 UNITS PER BUILDING

ENTRYWAY TREATMENT - ALL PRIMARY ENTRANCES HAVE A SHELTERING ROOF STRUCTURE COVERING AT LEAST 12 SQUARE FEET

LANDSCAPING - SEMI-PRIVATE TRANSITION SPACE - BUILDING ELEVATION IS MORE THAN 20' FROM THE STREET - 1 TREE & 5 SHRUBS PER UNIT REQUIRED



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hultquisthomes.com
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BUILDING CODE STUDY

GOVERNING CODE: 2018 IRC AND MUNICIPALITY OF ANCHORAGE AMENDMENTS
PER IBC, 2018 EDITION 101.2

EACH UNIT SHALL BE SEPARATED AS REQUIRED BY IRC R302.2
EXTERIOR WALLS PER TABLE R302.1

EXTERIOR WALLS < 5' FROM A PROPERTY LINE - 1 HOUR TESTED IN
ACCORDANCE WITH ASTM E119
OR UL 263 WITH EXPOSURE FROM BOTH SIDES.

PARAPETS PER 302.2.4 EXCEPTION

STRUCTURAL INDEPENDENCE PER R302.2.6 EXCEPTION 5

OPENING PROTECTION PER R302.5.1

TABLE R302.6 SEPARATION BETWEEN RESIDENCE AND GARAGE:

5/8" TYPE "X" GWB ON GARAGE SIDE

SEPARATION BETWEEN HABITABLE ROOMS ABOVE THE GARAGE:

5/8" TYPE "X" GWB

STRUCTURE SUPPORTING FLOOR/CEILING ASSEMBLIES

PROVIDING SEPARATION:

5/8" TYPE "X" GWB

EMERGENCY EGRESS PER R310

STAIRWAYS PER R311.7

HANDRAILS PER R311.7.8

SMOKE ALARMS PER R314

CARBON MONOXIDE ALARMS PER R315

S12722 JUL 19 2023

Letter of Authorization

I, Cody Hultquist, the owner of Condor Properties, LLC, am the authorized agent of the property located at Checkpoint Subdivision Lot 2, Tax ID 006-421-15. I authorize S4 Group to represent me before the Municipality of Anchorage in the request for a platting action and related activities.

Cody Hultquist
Signature

5/17/23
Date

WMS WATERCOURSE MAPPING SUMMARY

Per the requirements for watercourse verification outlined in Project Management and Engineering Operating Policy and Procedure #8 and Planning Department Operating Policy and Procedure #1 (effective June 18, 2007), MOA Watershed Management Services has inspected the following location for the presence or absence of stream channels or other watercourses, as defined in Anchorage Municipal Code (21.35).

- Project Case Number or Subdivision Name: Checkpoint Subdivision
- Project Location, Tax ID, or Legal Description: Tax ID: 006-421-15
Checkpoint Subdivision Lot 2
- Project Area (if different from the entire parcel or subdivision): Entire parcel

In accordance with the requirements and methods identified, WMS verifies that this parcel, project area, or application:

☒ ✓ **DOES NOT** contain stream channels and/or drainageways, as identified in WMS field or archival mapping information.*

☐ **DOES** contain stream channels and/or drainageways AND these are located and identified on submittal documents in general congruence with WMS field and archival mapping information.

*New or additional mapping **IS NOT REQUIRED**.**

☐ Contains stream channels and/or drainageways BUT one or more streams or other watercourses:

- are NOT shown on submittal documents, or
- are NOT depicted adequately on submittal documents for verification, or
- are NOT located or identified on submittal documents in general congruence with WMS field and archival mapping information.

*New or additional mapping **IS REQUIRED** and must be re-submitted for further review and verification.**

☐ Presence of stream channels and/or drainageways is unknown AND field verification is not possible at this time. WMS will verify as soon as conditions and prioritized resources allow.

* Streams omitted in error by WMS or others remain subject to MOA Code and must be shown in new mapping upon identification of the error.

ADDITIONAL INFORMATION:

☐ Y ☒ N
☐ Y ☒ N
☐ Y ☒ N

WMS written drainage recommendations are available.
WMS written field inspection report or map is available.
Field flagging and/or map-grade GPS data is available.

☐ Preliminary ☐ Final
☐ Preliminary ☐ Final

Inspection Certified By:

Date:

[Signature]

4/8/23



Anchorage Water & Wastewater Utility



AWWU REQUIRED INFORMATION FOR PRE-PLATTING

- Project Case Number or Subdivision Name: Base Camp 907 Subdivision
- Project Location, Tax ID, or Legal Description: 006-421-15
- Is this parcel located within AWWU's certificated service area? ----- ☒ / N
- Is a water key box located on each parcel? ----- Y / ☒
 - Does this service meet DCPM Standard? ----- Y / N
- Is sewer stubbed to each parcel? ----- Y / ☒
 - Does this service meet DCPM Standard? ----- Y / N
- Are there any water or sewer connections that require removal? ----- Y / N
- Are there any additional easements needed? ----- Y / N
- Have any Private System plans been submitted for review? ----- ☒ / N
- Are any of the lots subject to extended connection or other agreements? ----- ☒ / N
- Does this platting action consolidate a previously connected (on-property) parcel with an unassessed parcel? ----- Y / ☒

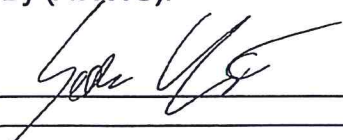
If the parcel or subdivision is within an assessment area, please populate the table below with the relevant information (as balances may change year to year, this table represents a point in time as specified in the column "Year").

	Levied	Assessment Balance	Year
Water Lateral	Y / <input checked="" type="checkbox"/>	TBD	
Water Transmission	<input checked="" type="checkbox"/> / N	N/A	
Sewer Lateral	Y / <input checked="" type="checkbox"/>	TBD	
Sewer Trunk	<input checked="" type="checkbox"/> / N	N/A	

- Comments:
Subject to Amend. 2 - Water Main Ext. Agrmt. W05-020. Water+sewer ext. agrmt. assessmt. TBD.
2 existing water stubs and 8" sewer and MH near Whisperwood & Ophir shall abandoned per DCPM.

Verified By (AWWU):

Date:



05/23/2023

Anchorage Water & Wastewater Utility  Clearly

3000 Arctic Boulevard • Anchorage, Alaska 99503
Phone 907-564-2774 • Fax 907-562-0824 • www.awwu.biz



S12722 JUL 19 20



Community Meeting Notification: Checkpoint Lot 2

Northeast Community Meeting
Date & Location:

DECEMBER 8 @ 6 PM

Via Zoom @ zoom.us
Meeting ID: 381 739 7263
Passcode: 379146

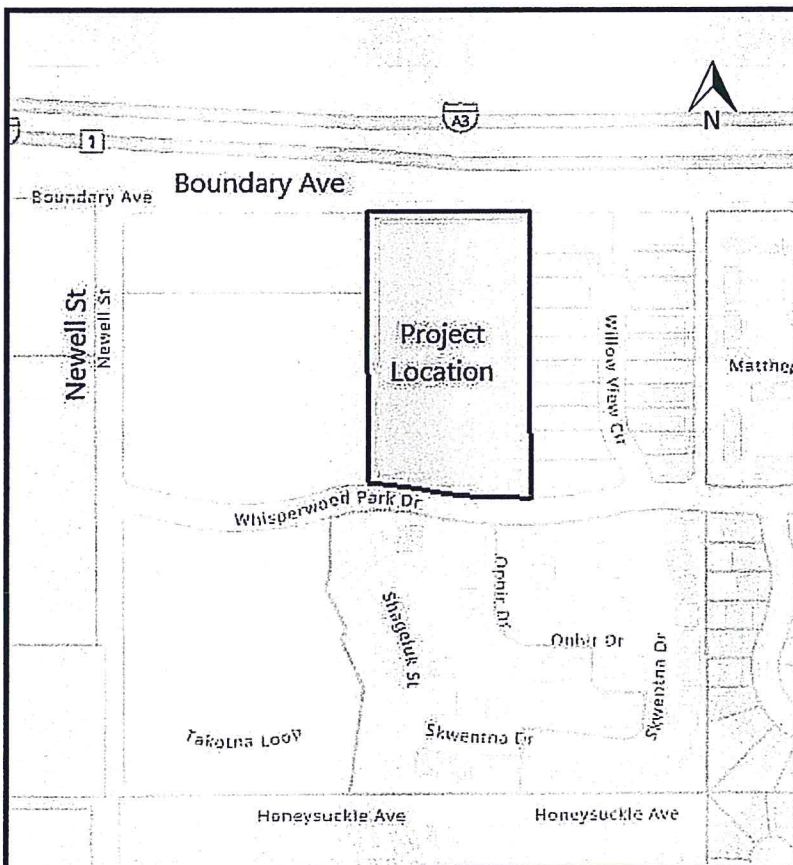
You can also Dial in by phone: +1 253 215 8782

S4 Group, LLC will be presenting a platting action and Unit Lot Development site plan with vacations and variances to the Northeast community.

Representatives of the proposed project will provide an overview of the planning actions, project schedule, and will be able to answer questions. If you are not able to make this meeting, you can still contact us with any questions or concerns regarding the project at: craigb@s4ak.com or (907) 306-8104.

The project site is located north of Whisperwood Park Dr., south of Boundary Ave., and East of Newell St., described as Checkpoint Subdivision Lot 2.

For more information go to: s4ak.com/notice



«Name»

«Street»

«City», «State» «Zip»



Checkpoint Lot 2
Unit Lot Platting & Vacations
Summary of Community Meeting
December 8, 2022

MOA Planning Division Director
4700 Elmore Road
Anchorage, AK 99507

280 notices were mailed on November 10th, 2022, 0 returned, see attached for content of notices.

Date and Time of Community Meeting: 12/08/2022 @ 6:00 PM

Meeting started at: 6:00 PM

Meeting concluded at: 6:20 PM

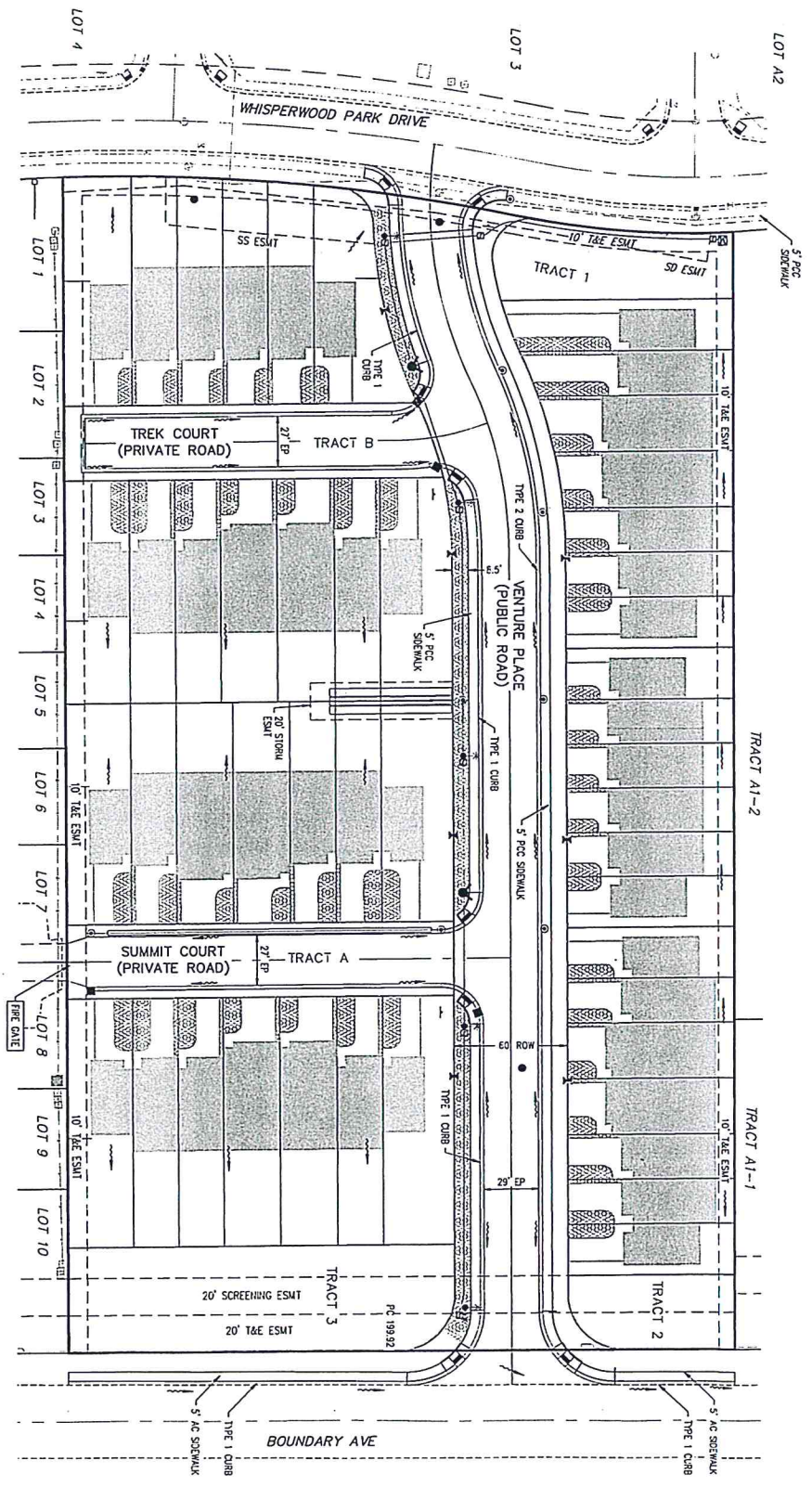
Participants: 0

Location: Zoom

Subject: Proposed Unit Lot Site Plan

The Northeast community council did not have a scheduled meeting for December 2022. S4 Group set up its own zoom meeting for the presentation to be held at 6 PM on December 8th. Upon the request of the Northeast CC president we also attended the November 17th meeting and presented. The presentation covered the proposed unit lot development, project location, projected timeline, and contact information was provided. There were no questions.

On December 8th, the zoom meeting was held at 6 PM, no participants (other than the host) attended. The meeting was kept open until 6:20 PM, when it was ended when no one had joined the meeting.

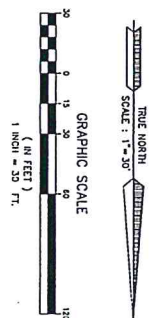


- SNOW STORAGE NOTES**
1. MINIMUM SNOW STORAGE DIMENSION = 8'-0" FT.
 2. SNOW STORAGE AREAS WILL BE PROVIDED BY HOA STREET MAINTENANCE.
 3. SNOW REMOVAL FROM PRIVATE STREETS WILL BE MANAGED BY THE HOA.

SNOW STORAGE CALCULATIONS

PUBLIC ROAD & SIDEWALKS
 SNOW STORAGE PROVIDED = 4,300 FT² (15%)

PRIVATE ROADS & DRIVEWAYS
 PLOWED AREA = 35,900 FT²
 SNOW STORAGE PROVIDED = 10,800 FT² (29%)



BASECAMP 907 SUBDIVISION SNOW STORAGE EXHIBIT

TRAIL
 ENGINEERING, LLC
 P.O. Box 111562
 Anchorage, Alaska 99511
 (907) 581-5537
 www.traileng.com
 COAF 128435

DESIGNED	DRAWN	CHECKED	DATE	REVISIONS	BY/CD
CM1	P.B.	BM			
FILE: BASECAMP 907 SUB					
JOB NO. CASE: 22-147	DATE: MAY 2023				
SCALE: HORIZ: VERT:	CRS: 3/16"=1'				

Anchorage Recording District

**DECLARATION
OF
BASE CAMP 907**

*-A Planned Community within Base Camp 907 Subdivision (Plat No. _____), located in Anchorage,
Alaska-*

AFTER RECORDING. RETURN TO:

S12722 JUL 19 2023

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DRAFT

**DECLARATION
OF
BASE CAMP 907**

Declarant, **HULTQUIST HOMES, INC.**, an Alaskan corporation, with an office address of *12570 Old Seward Highway, Suite 204, Anchorage, Alaska 99515*, does hereby submit the real property in Anchorage, Alaska described in **Schedule A-1**, to the provisions of the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **BASE CAMP 907** and making the Improvements shown in the Plat attached as **Schedule A-3**.

**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, Title 34, Chapter 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 the Common Interest Community. The Allocated Interests are described in **Article VIII** of the Declaration and listed in **Schedule A-2**.

Section 1.3 – Association. *Base Camp 907 Owners Association, Inc.*, a non-profit corporation organized under Title 10, Chapter 20 of the Alaska Statutes. It is the Association of Lot Owners for Base Camp 907.

Section 1.4 – Bylaws. The Bylaws of the Association, as they may be amended from time to time. Neither such Bylaws nor any amendments to such Bylaws need be recorded in the property records.

Section 1.5 – Common Elements. The portions of the Common Interest Community as described in **Article V** of the Declaration.

Section 1.6 – Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements and the areas that the Association is required to maintain pursuant to **ARTICLE VI**;
- (b) Expenses declared to be Common Expenses by the Documents;

- (c) Expenses agreed upon as Common Expenses by the Association;
- (d) Expenses incurred by the Association for electricity, gas, water, telecommunication, and other utility charges not billed by the provider to individual Units; and
- (e) 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 and/or the areas that the Association is required to maintain pursuant to **ARTICLE VI**.

Section 1.7 – Common Interest Community. Base Camp 907.

Section 1.8 – Declarant. **HULTQUIST HOMES, INC.**, an Alaska corporation, and its successor and assigns as defined in Subsection AS 34.08.990(12) of the Act.

Section 1.9 – Declaration. This document, including any amendments.

Section 1.10 – Development Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.11 – Director. A member of the Executive Board.

Section 1.12 – Documents. The Declaration, the Plat(s) recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation, the Bylaws, and the Rules as they be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 – Dwelling Structure. A Dwelling Structure is a residential single-family dwelling separated by a Party Wall within a building.

Section 1.14 – Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot.

Section 1.15 – Eligible Mortgagee. The holder of a first Security Interest in a Lot.

Section 1.16 – Environmental Laws. All present and future federal, state and local laws, statutes, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to Hazardous Materials or protection of human health or the environment, including without limitation the following federal laws: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Solid Waste Disposal Act of 1965, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, and any amendments to the same and regulations adopted, published and/or promulgated pursuant thereto.

Section 1.17 – Executive Board. The Board of Directors of the Association.

Section 1.18 – Hazardous Materials. Any material, substance or compound now or in the future defined as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant within the meaning of any Environmental Law, including, without limitation, petroleum, petroleum products, oil, waste oil, and unsanitary waste.

Section 1.19 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community, including, but not limited to, buildings, trees and shrubbery, paving, signage, and utility infrastructure.

Section 1.20 – Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one (1) or more but fewer than all of the Units by the Declaration. The Limited Common Elements in the Common Interest Community are described in **Article V**.

Section 1.21 – Lot. A Lot created by a subdivision plat approved and filed in accordance with the Municipality of Anchorage plat requirements, identified in **Schedule A-1** as "*Property In the Common Interest Community Not Subject to Development Rights*." Each Lot is a "Unit" as defined in Section 34.08.990(32) of the Act, and includes all Improvements located within the boundaries of the Lot, but excluding Common Elements and Limited Common Elements as designated in **ARTICLE V**. As of the recordation of this Declaration, there are **seven (7) Lots** in the Common Interest Community, as listed in **Schedule A-2** and shown on **Schedule A-3**. A Lot includes the title and a right to possession and Improvements therein.

Section 1.22 – 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. A Lot Owner is a "unit owner" as defined in AS 34.08.990(33).

Section 1.23 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.24 – Notice and Comment. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in **Section 20.1** of the Declaration.

Section 1.25 – Notice and Hearing. The right of a Lot Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **Section 20.2** of the Declaration.

Section 1.26 – Party Wall. The wall or walls forming part of a building, located substantially along a common boundary between two (2) adjacent Lots, designed to serve as a physical separation of Dwelling Structures on such adjacent Lots. A Party Wall shall be deemed to include the portion of the

foundation under, the roof over, and the utility lines within, the Party Wall. The rights and duties pertaining to Party Walls are contained in **Section 6.2(g)**.

Section 1.27 – Perimeter Fencing. Any fencing constructed by the Declarant around the perimeter of the Property which is labeled on the Plat as “Perimeter Fencing.”

Section 1.28 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.29 – Plat. The Plat as may be amended from time to time and attached as **Schedule A-3** to the Declaration.

Section 1.30 – Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.31 – Recreational Vehicle. A self-propelled or nonmotorized vehicle that is intended or designed for recreation, camping, travel or equipment transportation purposes, including, but not limited to, motorhomes, travel trailers, camping trailers, equipment trailers, truck campers, boats, personal watercraft, all-terrain vehicles, snowmobiles, and similar vehicles.

Section 1.32 – Rules. Rules for the use of the Lots and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to **Section 18.2** of the Declaration.

Section 1.33 – Security Interest. An interest in real estate 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, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.34 – Special Declarant Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.35 – Structure, Structural. The Structure of a building includes all components that support any portion of the building, that enclose the building or that keep the building weather tight. Any portion of the Structure of a building is Structural.

Section 1.36 – Public Road. The public right-of-way identified as _____ on the Plat.

Section 1.37 – Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in

the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

Section 1.38 – Vehicle. The term "Vehicle" means every vehicle which is self-propelled and used for the transportation of people or cargo. The term "Vehicle" includes, but is not limited to, an automobile, motorcycle, truck, van, and Recreational Vehicle. Notwithstanding the foregoing, a low-speed electric bicycle is not considered a Vehicle.

ARTICLE II

NAME AND TYPE OF COMMON INTEREST COMMUNITY, ASSOCIATION AND MEMBERSHIP

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is *Base Camp 907*. Base Camp 907 is a *Planned Community*.

Section 2.2 – Association. The name of the Association of Lot Owners is *Base Camp 907 Owners Association, Inc.*, a non-profit corporation organized under the non-profit corporation laws of the State of Alaska.

Section 2.3 – Membership in Association. Every Person who is a record Lot Owner of any Lot in the Common Interest Community 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 PROPERTY

The Common Interest Community is situated in Anchorage, Alaska, and is located on the real property described in **Schedule A-1**.

ARTICLE IV

NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Maximum Number of Lots. The Common Interest Community upon creation contains **seven (7) Lots** as shown on the Plat attached as **Schedule A-3**. The Declarant reserves the right to create and add forty (40) additional **Lots** in the Common Interest Community for an aggregate maximum total of **forty-seven (47) Lots** in the Common Interest Community.

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**.

ARTICLE V
COMMON ELEMENTS

Section 5.1 – Common Elements. The Common Elements are each portion of the Common Interest Community other than a Lot, and include, without limitation:

- (a) Tracts 1, 2 and 3 as shown on the Plat;
- (b) Tracts A and B as shown on the Plat;
- (c) Any utility lines, pipes, wires, conduits or other utility installations that are designed to serve any portion of the Property, but excluding the portions of such utility installations that are located within and designed to serve a single Dwelling Structure; and
- (d) Any other portion of the Property designated as a Common Element on the Plat.

Section 5.2 – Limited Common Elements. Any utility lines, pipes, wires, conduits or other utility installations that are designed to serve one (1) or more but fewer than all Lots are Limited Common Elements allocated to the Lot(s) served.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 – Maintenance, Repair and Replacement by the Association.

- (a) *Common Elements.* The Association shall be responsible for the maintenance, repair and replacement of all Common Elements.
- (b) *Lots.* The Association shall be responsible for the maintenance, repair and replacement of the following items located within the boundaries of the Lots:
 - (i) *Exterior Building Components.* The Association shall be responsible for the maintenance, repair and replacement of the exterior building components which are visible from outside of any Dwelling Structure within the Common Interest Community, including, without limitation, roofing, siding, trim, gutters, decks and porches, and other similar exterior features of any Dwelling Structure, but excluding windows, exterior pedestrian doors and garage doors.
 - (ii) *Deck and Porch Components.* With respect to decks and porches, the Association shall also be responsible for the maintenance, repair and replacement of all posts, railings, materials, hardware and other components necessary for the use and support of such decks and/or porches.

- (iii) *Exterior Electrical or Mechanical Components.* The Association shall be responsible for the maintenance, repair and replacement of any electrical or mechanical components that are visible from outside of a Dwelling Structure and designed to serve more than one (1) Lot, which may include, without limitation, electrical boxes, utility meters, _____.
- (iv) *Perimeter fencing.* The Association shall be responsible for the maintenance, repair and replacement of the Perimeter Fencing.
- (v) *Utility Lines.* The Association shall be responsible for the maintenance, repair and replacement of all Common Element and Limited Common Element utility lines, pipes, wires, conduits and other utility installations.
- (vi) *Exclusions.* Notwithstanding the foregoing provisions, the Association shall not be responsible for the maintenance, repair or replacement of: (1) any components of a Dwelling Structure which are not visible from outside of the Dwelling Structure, including, but not limited to, underlayments, rubber membranes, air barriers or vapor retarders, sheathing, rain caps, insulation, and other such similar materials; (2) any Structural components of a Dwelling Structure, other than the deck and porch components as set forth above; (3) any electrical or mechanical components visible from outside of a Dwelling Structure that are designed to exclusively serve the Lot in which they are located.

Section 6.2 – Maintenance, Repair and Replacement by Lot Owners.

(a) *General Lot Upkeep.* Except for those items within a Lot to be maintained by the Association as set forth in **Section 6.1**, each Lot Owner shall maintain, repair, and replace, in a good and workmanlike manner, at his or her own expense, all portions of their Lot and the Improvements thereon, including but not limited to the Structural components of the Dwelling Structure within the Lot. The Lot and all Improvements thereon shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

(b) *Windows and Doors.* Each Lot Owner shall be responsible for the maintenance, repair, and replacement, at their sole expense, of all portions of the exterior windows, pedestrian doors, and garage doors within their Lot, including their panes, sills, jambs, frames, trim, hardware and exterior paint.

(c) *Driveways.* Each Lot Owner shall be responsible for the maintenance, repair and replacement of the paved driveway area within their Lot. Lot Owners shall

keep their driveways clean and clear of all oil drippings, stains, or other unsightly vehicle byproducts or discharge.

(d) *Landscaping within Lot.* Each Lot Owner shall be responsible for the maintenance, repair and replacement of the landscaped areas within Lots, including all grass, trees, shrubs and other vegetation. For purposes of this subsection, maintenance of landscaping includes regular watering, mowing, trimming, weed removal, fertilizing and any other maintenance activities essential to ensure the landscaped area is kept safe, attractive and in good health at all times. All shrubs and trees shall be trimmed so as not to encroach upon other Lots, Common Elements or the Public Road. Dead trees and shrubs shall be removed and replaced. A dead tree or shrub means a tree or shrub that has been damaged beyond repair or is in an advanced state of decline such that an insufficient amount of live tissues, green leaves, limbs or branches exist to sustain the life of the tree or shrub.

Notwithstanding the foregoing, the Association may provide lawn maintenance services—including mowing, trimming, weed removal, and fertilizing—to any Lot Owner that requests such services. A Lot Owner that receives lawn maintenance services provided by the Association shall be required to pay a fee established by the Executive Board, and such fee may be assessed exclusively against the Lot to which the service was provided in accordance with **Section 16.2** of the Declaration.

(e) *Other Improvements Within Lot.* Each Lot Owner shall be responsible for the maintenance, repair, and replacement, at their sole expense, of all Improvements within the Lot that are constructed by the Lot Owner in accordance with **ARTICLE X** of the Declaration, including Outbuildings, fences, and _____.

(f) *Drainage Swale.* Drainage swales shall not be disturbed, obstructed or altered by a Lot Owner. If there is a drainage swale located within the boundaries of a Lot, it is the responsibility of the Lot Owner to remove any brush or vegetation that would obstruct or otherwise block in any manner the drainage swale.

(g) *Party Walls.*

- (1) Except to the extent otherwise provided herein, general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.
- (2) The lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting a part of the finished surfaces of a Party Wall are part of the Lot and shall be maintained, repaired and replaced by the Lot Owners

within whose Lot they are located. In addition, any chutes, flues, ducts, wires, conduit, bearing walls, bearing columns or other fixtures lying within a Party Wall and serving only one (1) Lot are a part of that Lot and shall be maintained, repaired and replaced by the Lot Owner of that Lot. Any portion of a Party Wall that supports or otherwise serves both adjacent Lots shall be maintained, repaired and replaced by the Lot Owners of both Lots, and the cost shall be shared equally by both Lot Owners.

- (3) If rebuilding of a Party Wall is necessary, then the Party Wall shall be rebuilt on the same location and to the same width as the Party Wall being replaced.
- (4) A Lot Owner making repairs to or rebuilding a Party Wall, upon reasonable notice to the other Lot Owner, shall be given access to the other Lot, as reasonably necessary to make such repairs to or rebuild the Party Wall, but shall take all due precaution not to damage the property of the other Lot Owner.

Section 6.3 – Snow, Ice, Dirt, Debris, and Water Accumulation. The Association shall be responsible for plowing snow from the Public Road and the drive aisles identified as Tracts A and B on the Plat, and for keeping such areas reasonably free of dirt, debris, and water accumulation. The Association shall also be responsible for removing snow from the paved driveway areas within Lots.

Each Lot Owner shall be responsible for the removal of snow, ice, dirt, debris, and water accumulation within all other portions of their Lot, as may be necessary, including but not limited to, walkways, decks and porches.

Section 6.4 – Access by Association. Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of carrying out the Association's powers and duties including, but not limited to:

- (a) Performing inspections;
- (b) Adjusting insurance claims;
- (c) Maintaining, repairing, and replacing the Common Elements;
- (d) Maintaining, repairing, and replacing the portions of the Lots and Dwelling Structures for which the Association is responsible;
- (e) Making additions, alterations, and improvements to the Common Elements;

- (f) Correcting any condition threatening a Lot or the Common Elements.

Section 6.5 – Repairs Resulting from Negligence. If a Lot Owner fails to maintain, repair, or replace any portion of the Lot for which the Lot Owner is responsible, after the Lot Owner knew or should have known that such maintenance, repair or replacement was needed, and such failure causes damage to another Lot and/or the Common Elements, then the Lot Owner shall reimburse the Lot Owner of the damaged Lot, or the Association, as the case may be, for the cost of restoring the damage. Any amount to be reimbursed to the Association may be charged to the Lot Owner as a Common Expense assessed exclusively against the Lot under **Section 16.2** of the Declaration.

Section 6.6 – Failure to Maintain, Repair, and Replace. If a Lot Owner fails to maintain, repair, or replace any portion of a Lot for which the Lot Owner is responsible, then the Association shall have the right to enter upon the Lot for the purpose of performing such maintenance, repair or replacement obligations after first providing the Lot Owner with Notice and Hearing pursuant to **Section 20.2**.

Notwithstanding the foregoing, if a Lot Owner's failure to perform such maintenance, repair or replacement creates a condition that threatens another Lot or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association takes action under this **Section 6.6**, the Lot Owner shall reimburse the Association for the costs incurred by the Association in taking such action. Any amount to be reimbursed to the Association may be charged to the Lot Owner as a Common Expense assessed exclusively against the Lot under **Section 16.2** of the Declaration.

Section 6.7 – Additional Standards. By Rule, and in accordance with **Section 18.2** of the Declaration, the Association may adopt additional standards concerning maintenance, repair, and replacement of Improvements within Lots for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Lots or the Common Elements.

Section 6.8 – Conduct of Maintenance, Repair, and Replacement by the Association. The Association, acting at the direction of the Executive Board, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to Maintain, Repair, and Replace portions of the Property for which funds of the Association are used or to be used.

ARTICLE VII

DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS, AND OTHER RESERVED RIGHTS

Section 7.1 – Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (a) the right to add property to the Common Interest Community listed in **Schedule A-1** as "*Property Not In the Common Interest Community Subject to Development Rights*" and which is labeled on the Plat as "*Subject to Development Rights*";
- (b) the right to create and add Lots, Common Elements, and Limited Common Elements within the Common Interest Community anywhere within the property described in **Schedule A-1** as "*Property Not In the Common Interest Community Subject to Development Rights*" and which is labeled on the Plat as "*Subject to Development Rights*"; and
- (c) the right to subdivide or combine Lots owned by Declarant, and to convert Lots owned by Declarant into Common Elements.

Section 7.2 – Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised anywhere within the Common Interest Community:

- (a) to complete Improvements shown on the Plat filed with the Declaration and any amendments thereto and to complete Improvements on the Property approved or required by the Municipality of Anchorage;
- (b) to maintain signs advertising the Common Interest Community, and to maintain one (1) or more Dwelling Structures within Lots owned by the Declarant as model homes, management offices, or sales offices. The specific location may change from time to time as Lots are developed and sold;
- (c) to use or grant easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community;
- (d) to appoint or remove an officer of the Association or an Executive Board member during a period of Declarant Control subject to the provisions of **Section 7.4** of the Declaration;
- (e) to merge or consolidate the Common Interest Community with another common interest community of the same form of ownership; and
- (f) to exercise a Development Right reserved in the Declaration.

Section 7.3 – Other Reserved Rights.

- (a) *Construction: Declarant's Easement.* The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas, on Common

Elements and on Lots owned by Declarant, and the further right to control all such work and repairs on Lots, and the right of access thereto, until its completion of the work on the Lots. All work may be performed by the Declarant without the consent or approval of the Executive Board or any Lot Owner. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

- (b) *Signs and Marketing.* The Declarant reserves the right to post signs and displays on Lots to promote sales of Lots and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.
- (c) *Declarant's Personal Property.* The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property 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 personal property and Improvements used in development, marketing and construction, whether or not they have become fixtures.
- (d) *Approval of Improvements, Additions and Alterations.* Until such time as a Dwelling Structure has been completed on each Lot that may be created within the Common Interest Community, the Declarant reserves the right to approve all Improvements, additions and alterations that may be constructed upon or made to any Lot within the Common Interest Community, in accordance with the provisions of **ARTICLE X** of this Declaration.

Section 7.4 – Declarant Control of Association.

- (a) Subject to **Section 7.4(b)**, there shall be a period of Declarant Control of the Association, 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 that may be created in Base Camp 907 to Lot Owners other than the Declarant;
 - (ii) two (2) years after all Declarants have ceased to offer Lots for sale in the ordinary course of business; or
 - (iii) two (2) years after any right to add new Lots was last exercised.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, 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 executed by the Declarant, be approved 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 in Base Camp 907 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, shall 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 in Base Camp 907 to Lot Owners other than the Declarant, not less than thirty-three-and-one-third percent ($33\frac{1}{3}\%$) 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, a majority of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.
- (d) Notwithstanding any provision of the Declaration or the Bylaws of the Association to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds ($\frac{2}{3}$) 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 7.5 – Time Limitations on Special Declarant Rights Other than Development 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;
- 3. no longer holds any Security Interest in any Lot; or
- 4. no assignee of Special Declarant Rights owns a Lot.

Section 7.6 – Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take an action or adopt any Rules that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 7.7 – Assignment of Rights Reserved in Article VII. The Declarant may transfer any or all of its Special Declarant Rights or other rights reserved under this **Article VII** through an Assignment of Special Declarant Rights or an Assignment of Declarant Reserved Rights.

Section 7.8 – Limitations on Development Rights. The Development Rights reserved in **Section 7.1** are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than **ten (10) years** after the recording of the initial Declaration.
- (b) Not more than an aggregate total of **forty-seven (47) Lots** may be created in the Common Interest Community.
- (c) All Lots and Common Elements created pursuant to Development Rights will be restricted to residential use in the same manner and to the same extent as the Lots created under the Declaration as initially recorded.

Section 7.9 – Phasing of Development Rights. With regard to the portions of the Property subject to Development Rights, no assurances are made by the Declarant as to where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

ARTICLE VIII **ALLOCATED INTERESTS**

Section 8.1 – Allocation of Interests. The table showing Lot numbers and their Allocated Interests is attached as **Schedule A-2**. These Allocated Interests have been allocated in accordance with the formulas set out in this **Article VIII**. These formulas are to be used in reallocating the Allocated Interest of Lots if Lots are added to the Common Interest Community.

Section 8.2 – Formulas for the Allocation of Interests. The Allocated Interests allocated to each Lot are calculated on the following formulas:

- (a) *Common Expense Liability.* Each Lot in the Common Interest Community shall be allocated an equal share of the liability for Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under **ARTICLE XVI** of the Declaration.
- (b) *Votes in the Association.* Each Lot in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2**.

- (c) *Multiple Ownership of a Lot.* When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as determined among those Lot Owners, but in no event shall more than one (1) vote be cast with respect to any such Lot. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

Section 8.3 – 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 8.4 – Assignment of Allocated Interests Upon Creation of Lots Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Lots created pursuant to Section 7.1 shall be the date on which the amendment to the Declaration adding the Lots to the Common Interest Community is recorded in the records of the Anchorage Recording District.

ARTICLE IX

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Subject to the rights reserved to Declarant under **Article VII**, the following restrictions apply to all Lots and Common Elements within the Common Interest Community.

Section 9.1 – Residential Use. Each Lot is restricted to residential use as a single-family residence. Notwithstanding the foregoing:

- (a) Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, storage or noise are permitted, provided that they comply with all applicable local, state, and federal laws or regulations, including local zoning and other legal requirements of the Municipality of Anchorage; and
- (b) Lot Owners shall be permitted to lease the garage area within a Dwelling Structure to be used for storage purposes, in accordance with **Section 9.23** of the Declaration, provided that such garages shall not be used for the storage of equipment, materials or merchandise used or to be sold in a business trade.

Section 9.2 – Nuisances. No noxious or offensive activity shall be carried out upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance, nuisance or danger to the Common Interest Community, or which shall in any way interfere with the quiet enjoyment of other Lots or Common Elements.

Section 9.3 – Noise Restrictions. Lot Owners, tenants, guests or invitees within the Common Interest Community shall not make or permit any noises to be made that interfere with the peaceful use and enjoyment of the Common Interest Community by other Lot Owners or occupants. This includes, but is not limited to, sound from audio equipment, musical instruments, social gatherings or motor vehicles. The discharge of firearms is not permitted anywhere within the Common Interest Community.

Section 9.4 – Vehicles.

- (a) Junk Vehicles and inoperable Vehicles shall not be parked or stored anywhere within the Common Interest Community for more than seven (7) days, except within an enclosed garage. An **"inoperable Vehicle"** means a Vehicle which has remained incapable of movement under its own power for a period of thirty (30) consecutive days, and will remain so without repairs or part replacement; a **"junk Vehicle"** means a Vehicle which is missing one (1) or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a Vehicle.
- (b) All Vehicles on a Lot must be licensed and/or registered in accordance with applicable law.
- (c) No Vehicle shall be parked on any portion of a lawn or blocking any driveway. A Vehicle parked in a driveway must be parked entirely in the driveway so that no portion of the Vehicle encroaches upon the Public Road or any Common Elements in the Common Interest Community.
- (d) No repair, restoration or disassembly of any Vehicle shall be permitted anywhere on the Property, *except for*: (1) emergency repairs only to the extent necessary to enable movement of the Vehicle to inside a garage or to a repair facility; or (2) repairs performed inside a garage on a Lot.
- (e) Motor bikes, motorcycles and automobiles shall have operable mufflers.
- (f) No Vehicle belonging to a Lot Owner or their tenants, guests or invitees shall be parked or placed within the Public Road.
- (g) Recreational Vehicles are only permitted to be parked within a driveway for a period not to exceed forty-eight (48) cumulative hours within a continuous seven (7) day period. At all other times, Recreational Vehicles shall be parked within a garage or stored at a location outside of the Common Interest Community.
- (h) Airplanes, ultra-light aircraft, helicopters or similar aircraft or parts thereof shall only be permitted within a garage.

- (i) No Vehicle shall be covered in any manner with tarpaulins or other coverings determined to be unsightly by the Executive Board in its sole discretion.
- (j) Lot Owners and their tenants, guests or invitees shall comply with such other Rules as may be adopted by the Executive Board governing the operation and parking of Vehicles within the Common Interest Community.
- (k) Vehicles parked in violation of these restrictions may be towed by the Association.

Section 9.5 – Animals. Lot Owners may maintain animals in their Lots of the following types: domestic cats; domestic dogs; domestic birds (not poultry, roosters or other fowl); rabbits; gerbils, rodents, reptiles; and fish. No other animals or may be kept on the Property.

- (a) Birds, rabbits, gerbils, rodents, and reptiles must be kept in cages or terrariums within the Dwelling Structure on the Lot. Fish must be kept in aquariums within the Dwelling Structure on the Lot or within a water feature on the Lot that has been approved in accordance with ARTICLE X of the Declaration.
- (b) No more than a total of three (3) dogs and/or cats, *in any combination*, are permitted per Lot. No unreasonable quantity of other animals shall be permitted.
- (c) Animals shall not be raised or bred for commercial purposes.
- (d) Animals 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 in AMC 17.40.020(B) are prohibited on the Property.
- (e) Lot Owner's shall hold the Association harmless from all claims resulting from the actions of his or her animal.
- (f) Lot Owners shall be responsible for keeping their Lots, and all Common Elements, free and clear of animal feces. Lot Owners shall immediately remove their animals' feces from all areas of the Common Interest Community.
- (g) No animal shall be left alone outside of a Dwelling Structure unless they are in a fenced yard or other permitted enclosure that is designed to contain the animal.
- (h) Except when confined within a fenced yard or other permitted enclosure, animals shall be leashed at all times.
- (i) Animals shall be licensed, vaccinated and maintained in accordance with applicable

law.

- (j) Lot Owners shall contain and control their animals to the extent necessary to prevent their animal from creating or becoming a nuisance in accordance with AMC 17.10.015, as it may be amended from time to time.

Section 9.6 – Signs.

- (i) Except as provided in the Special Declarant Rights reserved in **ARTICLE VII**, and except as specifically permitted herein, no sign shall be displayed to the public view on any Lot.
- (ii) Lot Owners may display one (1) sign on their Lot, of not more than six (6) square feet in area, advertising the Lot for sale or rent.
- (iii) The Association may maintain a sign or signs within the Common Elements identifying the Common Interest Community.
- (iv) No permitted sign shall be nailed or affixed to trees, light poles or other utility poles.
- (v) Permitted signs in the Common Interest Community shall comply with all current laws and regulations applicable to such signs.

Section 9.7 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "**Garbage**") shall be disposed of only by depositing the same in sanitary covered trash containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of Garbage shall be kept in clean and sanitary condition. Garbage 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 burning of trash or garbage is permitted.

Section 9.8 – Storage of Personal Property and Materials. Except as provided below, no personal property, equipment or materials shall be stored outside of a Dwelling Structure on a Lot.

- (a) Playground or recreational equipment, such as sports equipment, swing sets, slides, play structures, sandboxes, trampolines, hot tubs or similar items shall be permitted only within a fenced yard on a Lot.
- (b) Portable basketball hoops, portable hockey or soccer nets, and similar types of portable sports equipment shall be permitted in the driveway of a Lot during the months of April through October.
- (c) Plants, flower pots, mats, and small decorative items that do not interfere with the

quiet enjoyment or comfort of any other Lot Owner may be stored or displayed on any deck or patio within a Lot.

- (d) Barbecue grills, fire pits and patio furniture shall be permitted to be stored on a deck or patio within the rear yard of a Lot, subject to the restrictions in **Section 9.9** of the Declaration.

Section 9.9 – Open Flames and Burning. Propane, natural gas, and gel burning fire pits or barbecues shall only be permitted to the extent allowed under applicable law, and in the locations permitted under **Section 9.8** of the Declaration. Wood burning fires or any other open flame fires are not permitted anywhere within the Common Interest Community. Burning of Garbage or any toxic or noxious smelling material (plastics, etc.) is prohibited. No fires or fire pits shall be permitted in a setting that creates a fire hazard. No fires or fire pits may be left unattended.

Section 9.10 – Smoking and Vaping. Smoking or vaping of tobacco, marijuana or any other substance is prohibited within Dwelling Structures if the smoke or vapor can be smelled or otherwise detected in other Dwelling Structures. Smoking or vaping shall be permitted outside within Lots as long as the smoke or vapor does not interfere with the rights, comfort or convenience of other Lot Owners. Smoking or vaping shall not be permitted anywhere within the Common Elements.

Section 9.11 – Holiday Lighting. Decorative string lighting and/or holiday lighting is permitted on the exterior of a Dwelling Structure, subject to the following restrictions:

- (a) A Lot Owner may only install such lighting on the exterior of the Dwelling Structure within the boundaries of the Lot.
- (b) Such lighting shall be securely attached to the exterior of the Dwelling Structure in a clean, tidy, attractive and professional like manner at all times, and in such a manner that their removal does not damage any portion of the exterior components of the building.
- (c) The installation of such lighting shall comply with reasonable safety standards.
- (d) Such lighting must not interfere with the quiet enjoyment or comfort of any other Lot Owner, or result in unreasonable levels of light pollution or adverse visual impacts on other Lots.
- (e) The installation of permanent string lighting and/or holiday lighting shall require the approval of the Executive Board pursuant to **ARTICLE X** of the Declaration.
- (f) The Executive Board may adopt reasonable rules governing the display of string lighting and/or holiday lighting in order to avoid adverse visual impacts within the Common Interest Community. Such rules may include, without limitation,

restrictions governing times in which such lights must be tuned off, and restrictions governing animated or flashing/intermittently illuminated lighting.

Section 9.12 – Antennas and Satellite Dishes. The following restrictions apply to the installation of satellite dishes and antennas, provided that compliance with these restrictions 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.

- (a) *Unacceptable Locations.* Except as otherwise provided herein, antennas and satellite dishes shall not extend beyond the boundaries of the Lot or any setbacks applicable to the Lot.
- (b) *Shielded from View.* Antennas and satellite dishes shall be located in a place shielded and/or screened from view to the public or from other Lots to the maximum extent possible.
- (c) *Wiring.* Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed antenna and satellite wiring on the exterior of the Dwelling Structure. No loose or sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner.
- (d) *Color.* Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match the siding color of the Dwelling.
- (e) *Safety and Non-Interference.* Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of other Lots.
- (f) *Maintenance.* Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

Section 9.13 – Water and Sewer. Each Lot Owner has an undivided interest in the Common Element water lines and sewer service lines. To preserve and minimize potential damage and deterioration to the sewer service lines, Lot Owners shall not pour grease, oils or cooking fat residues into sinks, garbage disposal units or other drains. No diapers, sanitary napkins, newspapers, solid rags or paper towels are to be disposed in toilets. No used oil, oil-based paints, solvents or other chemicals are to be disposed into the Common Element sewer service lines or elsewhere in the Common Interest Community.

Section 9.14 – Temporary Structures and Mobile Homes. Except for temporary storage of

equipment and building materials during the construction of an Improvement on a Lot, no temporary dwelling or any structure of a temporary character, including without limitation a tent, shack, temporary shed or trailer, shall be erected or maintained on any Lot. No mobile, modular or manufactured home or any structure having the same general appearance shall be permitted on any Lot. No temporary moveable structures may be used as a residence.

Section 9.15 – Window Coverings. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

Section 9.16 – Common Elements. The following activities are prohibited within the Common Elements unless expressly authorized by, and then subject to such conditions as may be imposed by, the Executive Board:

- (i) Disposing of lawn or yard waste.
- (ii) Disposing of Garbage.
- (iii) Disposal or storage of any Materials.
- (iv) Cutting, mowing, harvesting, or disturbing the trees, shrubbery, or other natural vegetation.
- (v) Creating trails.
- (vi) Placing structures.
- (vii) Overnight camping or the erection of tents or other shelters.
- (viii) The consumption of alcoholic beverages.

Section 9.17 – Marijuana. 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 of the marijuana plant.

Section 9.18 – Mailboxes. Lot Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Common Interest Community by the Declarant.

Section 9.19 – Oil and Mineral Rights. No mining, prospecting, crushing, milling, oil drilling, oil development operations, oil refining, gravel pits, or quarrying operations of any kind shall be permitted upon or in the Property, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or within five hundred feet (500') below the surface of such properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the Property. This provision does not include gravel excavation during the period of time the Property is undergoing development.

Section 9.20 – 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 the Common Interest Community 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 the Common Interest Community.

Section 9.21 – 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 Public Road.

Section 9.22 – Revegetation of Cleared Areas. Slash, stumps, overburden piles, surface debris and vegetation resulting from work or activity on any Lot shall be removed from the Common Interest Community within thirty (30) days after the activity or work is performed. Disturbed, cleared and exposed soil surfaces shall be reseeded or covered with landscaping or natural vegetation to prevent soil erosion and to maintain the natural beauty and aesthetic value of the Property.

Section 9.23 – Leasing. No Lot, Dwelling Structure, or any portion thereof, may be conveyed pursuant to a time-sharing plan, or used for bed and breakfast, hotel or motel purposes. A Lot, Dwelling Structure, or a portion thereof, may be rented only by a written lease, rental agreement, or other instrument granting occupancy (collectively referred to herein as a “lease”), subject to the following:

- (a) Each lease must have a lease term of at least three (3) days, which lease term must be entered into in good faith compliance with this lease term restriction. The lease of a Lot or any portion thereof to a corporation, business, organization or other entity for use by an employee of such entity is permitted only if the same employee intends to occupy the leased space for a period of at least three (3) days.
- (b) Each lease must incorporate the terms and restrictions of the Documents as a personal obligation of each tenant.
- (c) Each lease must attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Lot Owner, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant(s). The Association will not otherwise assume the responsibilities or obligations of the Lot Owner under the lease.
- (d) The name and telephone contact number of each tenant shall be provided to the Executive Board promptly upon request by the Executive Board. The Lot Owner shall promptly provide the Executive Board with written notice of any termination of the lease.

- (e) The Lot Owner must either be personally available by telephone or have a designated agent available by telephone at all times during the term of the lease. If a Lot Owner will not be personally available, the name and telephone contact number of their designated agent shall be provided to the Association in advance. The Lot Owner or their designated agent must be able to promptly contact the tenant(s) for purposes of addressing any complaints and/or violations of the Documents.
- (f) The Lot Owner must obtain and maintain appropriate insurance coverage for property damage or personal injury caused by any tenant(s) or otherwise arising from the lease of the Lot. Proof of such insurance shall promptly be provided to the Executive Board upon request.
- (g) The Lot Owner shall remain liable for compliance with the Documents, and shall be responsible for securing such compliance from the tenant(s) of the Lot.
- (h) The Lot Owner shall be responsible for the payment of all assessments or fines that are assessed by the Association as a result of the actions or omissions of any tenant(s) or their guests.

Section 9.24 – Compliance with Documents and Law. The use of a Lot and all activities within the Common Interest Community shall be in compliance with the provisions of the Declaration and other Documents, and Lot Owners and all Improvements within a Lot shall comply with and conform to all applicable Federal, State, and local laws and regulations. A violating Lot Owner shall hold the Association and other Lot Owners harmless from all demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments and liabilities that in any way arise out of, result from, the violation thereof or non-compliance therewith.

Section 9.25 – Liability for Hazardous Materials. In the event that any fuel, oil, lubricant, or other Hazardous Material is spilled, released or discharged in any Lot or in, on or about any Common Element, or any property or surface or ground water adjacent thereto, the Lot Owner who caused or suffered, or whose invitee caused or suffered, such spill, release or discharge, shall: (a) promptly respond to and remediate such spill, release or discharge in accordance with the requirements of applicable law; and (b) defend, indemnify and hold harmless the Association and the other Lot Owners from all demands, claims, fees, fines, penalties, judgments, awards, costs, damages, losses, obligations, and liabilities that in any way arise out of, result from or are based upon any legal obligation to respond to, remediate and/or dispose of such spilled, released or discharged fuel, oil, lubricant, or Hazardous Material.

ARTICLE X

ADDITIONS, ALTERATIONS, AND IMPROVEMENTS

Section 10.1 – Declarant Reserved Rights Regarding Additions, Alterations and Improvements. Until such time as a Dwelling Structure has been completed on each Lot that may be

created within the Common Interest Community, the Declarant shall be the initial and sole authority regarding the approval of Improvements, additions or alterations in accordance with this **ARTICLE X**. After a Dwelling Structure has been completed on each Lot that may be created within the Common Interest Community, the Executive Board shall be responsible for reviewing and approving proposed Improvements, additions or alterations in accordance with this **ARTICLE X**.

Section 10.2 – Additions, Alterations and Improvements to Lots by Lot Owners.

- (a) Unless approved by the Declarant (or the Executive Board, as applicable) as provided in **Section 10.3** of the Declaration, and except for temporary exterior lighting permitted under **Section 9.11** and signs permitted under **Section 9.6**, a Lot Owner:
 - (i) Shall not make or construct any additions, alterations, or new Improvements on a Lot.
 - (ii) Shall not attach anything to or change the exterior appearance of a Dwelling Structure or any other portion of the Common Interest Community.
 - (iii) Shall not make any Improvements or alterations to the interior of a Dwelling Structure that may impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community.
- (b) Fences and Outbuildings may be permitted in accordance with **Sections 10.5 and 10.6** of the Declaration.
- (c) No permission or approval shall be required to rebuild a Dwelling Structure or other Improvement in substantial accordance with the original design and construction, or to repaint any Improvement in accordance with an originally approved color scheme

Section 10.3 – Approval of Additions, Alterations and Improvements.

- (a) A Lot Owner may submit a written request to the Declarant (or the Executive Board, as applicable) for approval to do anything that is otherwise prohibited or regulated under **Section 10.2** of the Declaration. The Declarant (or the Executive Board, as applicable) shall answer any written request for such approval, after Notice and Hearing to the applicant and any other Lot Owner who, in the sole opinion of the Declarant (or the Executive Board, as applicable), may be impacted by the proposed addition, alteration or Improvement, within sixty (60) days after it receives the request. Failure to answer within such time shall be deemed to be a denial of the proposed action.

- (b) The Declarant (or the Executive Board, as applicable) may establish time limits and impose conditions on its approval of an application under **Section 10.3(a)**. These may include, but are not limited to, the following:
- (i) That the addition, alteration, or Improvement be made by contractors holding particular licenses or certifications, having particular qualifications, or having specified levels of insurance coverage.
 - (ii) That the Lot Owner obtain and pay for all necessary permits and other governmental approvals for the addition, alteration, or Improvement.
 - (iii) That the work be done in a specified manner or only during specified times.
 - (iv) That the addition, alteration, or Improvement be completed by a certain deadline.
 - (v) That the Lot Owner maintain, repair, and replace the addition, alteration, or Improvement (or the portion of the Property to which the addition, alteration, or Improvement is made) or reimburse the Association for the costs of maintenance, repair, and replacement.
- (c) The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.
- (d) The Declarant and/or the Executive Board may establish forms and procedures for the making and processing of applications under this **Section 10.3**.
- (e) The Executive Board may require the Lot Owner to pay an application fee to reimburse the Association for its costs in considering and acting on an application including, but not limited to, the reasonable fees of attorneys and design professionals.
- (f) Nothing in this Section shall be deemed to require the Declarant or the Executive Board to approve or disapprove any particular request. Neither shall the approval or disapproval of any prior request require the Declarant or the Executive Board to approve or disapprove any other request at a later date.
- (g) Review and approval by the Declarant (or the Executive Board, as applicable) does not imply a review as to the adequacy of the plans or specifications for compliance with the laws and regulations of the State of Alaska, or for building codes, strength, suitability, durability or structural design. Furthermore, approval of a request to the Declarant or the Executive Board shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials.

Section 10.4 – Additions, Alterations and Improvements by Executive Board. Subject to the limitations of **Section 16.4** of this Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

Section 10.5 – Fences. Fences, including yard fencing, fencing for dog runs, garden enclosures, and any other exterior boundary dividers, gates, or associated structures (collectively “fences”) may be permitted in accordance with the following provisions:

- (a) No fence shall be erected within a Lot until after the plans for such fence are approved, in writing, by the Declarant (or the Executive Board, as applicable). The Declarant (or the Executive Board, as applicable) may publish fence design specifications from time-to-time.
- (b) Fences on a Lot shall be compatible with the appearance of surrounding fences, and shall be constructed of wood or material that has the appearance of wood. Chain link fences are expressly prohibited.
- (c) Fences on a Lot shall not exceed six feet (6') in height.
- (d) Fences shall only be permitted within the rear yard of a Lot. No fence shall be located further forward than the front wall of the Dwelling Structure on the Lot.
- (e) No fences shall be permitted within the area(s) labeled on the Plat as “Fencing Setback.”
- (f) A fence that encloses all or a portion of a yard area within a Lot must include one or more gates providing exterior access to such enclosed yard area.
- (g) After a fence has been approved and constructed along the side boundary line of any Lot, the Lot Owner of an adjacent Lot shall be permitted to construct a fence that connects to such existing fence. Double-fencing along the boundary lines between Lots is prohibited.
- (h) To the extent that a Lot contains Perimeter Fencing, the Lot Owner of such Lot shall be permitted to construct a fence that connects to the Perimeter Fencing. Double-fencing along the Perimeter Fencing is prohibited.
- (i) Except for Perimeter Fencing, each Lot Owner shall maintain, repair and replace any fence on their Lot in accordance with **Section 6.2** of the Declaration. Any portion of a fence that is located along the boundary line between two Lots and is utilized by both adjacent Lot Owners shall be maintained, repaired and replaced jointly by such Lot Owners.

Section 10.6 – Outbuildings. Outbuildings, including sheds, greenhouses, garden or tool storage structures, dog houses, or other similar such structures (collectively “**Outbuildings**”) may be permitted in accordance with the following provisions:

- (a) All Outbuildings shall be constructed of wood or other materials that complement the finished material of the Dwelling Structure. The exterior color of Outbuildings shall be painted to match the exterior color of the Dwelling Structure.
- (b) Not more than two (2) Outbuildings are permitted per Lot.
- (c) No Outbuilding shall have a footprint larger than one hundred twenty square feet (120 sq. ft.).
- (d) The height of any Outbuilding (including the foundation, the highest point on the roof, and other structural components) shall not exceed twelve feet (12’).
- (e) No Outbuilding shall be permitted within the area(s) labeled on the Plat as “Fencing Setback.”
- (f) The plans for any Outbuilding to be constructed under this **Section 10.6** shall first be submitted to the Declarant (or the Executive Board, as applicable) for approval. The Declarant (or the Executive Board, as applicable) shall consider the quality and type of materials and the overall harmony of the general design, type, style and location of the proposed Outbuilding and shall use its judgment to determine whether or not said Outbuilding detracts from the value, attractiveness, livability and desirability of the Common Interest Community.
- (g) No Outbuilding shall be placed in utility easements without a letter of non-objection from the relevant utility. Any such letter shall be attached to the application submitted to the Executive Board.
- (b) Review and approval by the Declarant (or the Executive Board, as applicable) does not imply a review as to the adequacy of the plans or specifications for compliance with the laws and regulations of the State of Alaska, or for building codes, strength, suitability, durability or structural design. Furthermore, approval of a request shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials. The purpose of review and approval is to ensure the conformity and harmony of development on a Lot, as to the quality, external designs and location, in relation to the development of the surrounding Lots in the Common Interest Community.

ARTICLE XI
EASEMENTS AND LICENSES

Section 11.1 – Recorded Easements and Licenses. Recorded easements or licenses affecting the Common Interest Community are recited in **Schedule A-1** to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under **ARTICLE VII** of the Declaration.

Section 11.2 – Private Utility Easements. The Property is subject to private utility easements, for the benefit of the Association and each Lot Owner, for:

- (a) The construction, ownership, use, operation, maintenance, repair, and replacement of the Common Element and Limited Common Element utility lines serving the Property, including any portion of these areas or other portions of Lots as may be reasonably necessary for the maintenance, repair, and replacement of such utility lines; and
- (b) Ingress and egress across all Lots and Dwelling Structures to maintain, repair and replace the Common Elements.

Section 11.3 – Private Access and Maintenance Easements. The Property is subject to private access and maintenance easements, for the benefit of the Association and each Lot Owner, for:

- (a) Ingress and egress across all Lots to maintain, repair and replace the exterior components of each building that the Association is required to maintain, repair and replace pursuant to **ARTICLE VI**; and
- (b) Maintenance, repair and replacement of the exterior components of each building that the Association is required to maintain, repair and replace pursuant to **ARTICLE VI**.

Section 11.4 – Easements for Support. The Lot Owner of a Lot adjoining another Lot has an easement of support for the Party Wall near the Lot boundary line shared with an adjoining Lot and also any fence on or near the boundary with any adjoining Lot.

Section 11.5 – Easements for Encroachments. In the event any portion of a Dwelling Structure within a Lot encroaches upon another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

ARTICLE XII
COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS

Section 12.1 – Combining / Subdividing Lots. Except as provided in **Section 7.1** of the Declaration, no Lot may be subdivided into two (2) Lots or combined with one (1) or more other Lots.

Section 12.2 – Relocation of Boundaries Between Lots. The boundaries between adjoining Lots may not be relocated.

ARTICLE XIII
AMENDMENTS TO DECLARATION

Section 13.1 – General. The Declarant and all Lot Owners agree that, notwithstanding anything to the contrary contained herein, in the event that the Common Interest Community does not comply with the requirements of Federal National Mortgage Association (FNMA), Housing and Urban Development (HUD), Veterans Administration (VA), Alaska Housing Finance Corporation (AHFC), or any other national major secondary financing agency pertaining to the qualifications for and purchase of FNMA or conventional loans or mortgages to be secured by the Lots in the Common Interest Community, (FNMA, HUD, VA, and AHFC shall collectively be known as the “**Financing Agencies**”), the Declarant, shall have the power, on behalf of the Association and each and every Lot Owner, to enter into any agreement with such Financing Agencies or other governmental agency regulating the Lot loans or mortgages, or the mortgagees and/or to pass such amendments required by such entities as attorney-in-fact for the Lot Owners to the Documents to allow the Common Interest Community to comply with such requirements. This includes, but is not limited to, making amendments to the Declaration and Bylaws to effectuate the purposes of this Section, so long as such amendment does not adversely affect the security interest of any Eligible Mortgagee. The Declarant shall have discretion regarding the entering of such agreements or passing such amendments and may decline to so act if it feels the amendment or agreement would not be in the interest of the Association.

Except as set forth above and except in cases of amendments that may be executed by the Declarant in exercise of its reserved rights in accordance with **ARTICLE VII**; the Association under Section 34.08.740 of the Act (Eminent Domain); or Section 34.08.260 of the Act (Termination of Common Interest Community); and except as limited by **ARTICLE XXV** of the Declaration (Mortgagee Protection), the Declaration, including the Plat, may be amended only by vote or agreement of Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 13.2 – Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with the Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 13.3 – Recordation of Amendments. Each amendment to the Declaration must be recorded in the Anchorage Recording District, and the amendment is effective only upon recording. An amendment must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 13.4 – Limitations of Challenges. An action to challenge the validity of an amendment adopted pursuant to this **ARTICLE XIII** may not be brought more than one (1) year after the amendment is recorded.

Section 13.5 – Development Rights and Special Declarant Rights. Provisions in the Declaration creating Development Rights and Special Declarant Rights may not be amended without the consent of the Declarant.

Section 13.6 - Consent of AWWU.

ARTICLE XIV **AMENDMENTS TO BYLAWS**

The Bylaws may be amended only by two-thirds ($\frac{2}{3}$) of the members of the Executive Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose.

ARTICLE XV **TERMINATION AND MERGER**

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act. The Common Interest Community may not be merged or consolidated with another common interest community except as provided in **ARTICLE VII** or pursuant to Section 34.08.290 of the Act.

ARTICLE XVI **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

Section 16.1 – Apportionment of Common Expenses. Except as provided in **Section 16.2**, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expense Liability as shown on **Schedule A-2** to the Declaration.

Section 16.2 – Common Expenses Attributable to Fewer than all Lots.

- (a) The Association may, from time to time, provide services to individual Lots, Lot Owners or their occupants at the request of or with the authorization of the Lot Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis.

Unless the Association is required to provide such services to all Lots by the Documents or the Act, or does provide such services to all Lots pursuant to a policy or resolution adopted by the Executive Board, any Common Expenses or charges for such services shall be assessed against the Lot to which the service was provided or to whose Lot Owner or occupant the service was provided.

- (b) If any Common Expense is caused by the willful misconduct, failure to comply with the Documents, or the gross negligence of any Lot Owner or tenant or a guest or invitee of a Lot Owner or tenant, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against the Lot owned by such Lot Owner.
- (c) Any fees or costs required or incurred by the Association in connection with additions, alterations, or Improvements applied for or approved under **ARTICLE X** of this Declaration, including any maintenance, repair, and replacement costs that may be required to be reimbursed to the Association pursuant to **Section 10.3(b)(v)**, may be assessed exclusively against the Lot Owner's Lot.
- (d) Attorney's fees and costs incurred by the Association in collecting past due Common Expenses, assessments or other sums due from a Lot Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Lot Owner in which the Association is named as a defendant, may be assessed exclusively against the Lot owned by such Lot Owner.
- (e) Attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Lot Owner or a tenant or other occupant of a Lot, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed exclusively against the Lot owned by such Lot Owner: (i) by the Executive Board after Notice and Hearing; or (ii) as awarded by a court or arbitration order.
- (f) An assessment to pay a judgment against the Association, may be made only against the Lots in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (g) 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 exclusively against the Lot or Lots owned by such Lot Owner.

Section 16.3 – 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 (2) of this Subsection if the Common Expense assessment based on the periodic budget adopted by the Association, pursuant to **Section 16.4** 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 16.4**.
- (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 **Section 16.3(b)**, above. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses for which all the Lot Owners, excluding the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "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 Owner's 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 16.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, 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. The budget is ratified, whether or not a quorum is present, unless at that meeting the budget is rejected by at least fifty-one percent (51%) of

the votes in the Association. 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 16.5 – 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 16.2**, 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 16.4**, 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 16.6 – 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 16.7 – Payment of Common Expenses. All Common Expenses assessed under this Article shall be due and payable monthly.

Section 16.8 – Acceleration of Common Expense Assessments. In the event of a default for a period of thirty (30) 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 Section.

Section 16.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of the first 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 (1st) Lot in each phase. Said reduction in Declarant assessments for unsold Lots include management fees and any other costs deemed unnecessary for unsold Lots.

Section 16.10 – 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 16.11 – 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 16.12 – Reserves. As part of the adoption of the regular budget pursuant to **Section 16.4**, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of Improvements within the Common Elements and the portions of the Dwelling Structures for which the Association is responsible, 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 16.13 – Capitalization of the Association. At the closing of a Lot, each Lot Owner shall be required to pay an amount equal to two (2) months of the Common Expense assessment, at the rate in effect at the time of the sale, in order to establish the *working capital fund*, which is to be used until there are sufficient funds from the Common Expense assessments to cover all on-going operating expenses. Such payments to this fund shall not be considered *advance payments* of the Common Expense assessments. Each Lots' share is collected at the time the sale of the Lot is closed, and then transferred to the Association for deposit to a segregated fund. Within sixty (60) days after conveyance of the first (1st) Lot from Declarant to a Lot Owner, the Declarant shall pay each unsold Lots share of the working capital fund to the Association. Declarant shall be reimbursed for this payment from the funds collected at closing when the unsold Lots are sold. The working capital fund may be discontinued when the following occurs: (1) the Declarant has completed its transfer of control to the Association; and (2) the Association has demonstrated, at a minimum, a two (2) year history of financial viability to include the establishment of adequate reserves.

ARTICLE XVII

RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Lot Owners of Lots to which at *least fifty-one percent (51%)* of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XVIII

PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT

Section 18.1 – Compliance with the 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 18.2 – Adoption of Rules. The Executive Board, following Notice and Comment to all Lot Owners, may adopt reasonable Rules regarding the use of the Common Elements and the use and occupancy of Lots. Further, the Executive Board may adopt Rules consistent with the Declaration for the assessment of fines against Lot Owners for any violation or action of a Lot Owner of the provisions of the Declaration, Bylaws, Rules or regulations of the Association.

The Executive Board may not adopt a Rule which contravenes an express provision of the Declaration or a right reasonably inferable from an express provision of this Declaration, but the Executive Board may adopt a Rule implementing, refining, or applying an express provision of the Declaration so long as such Rule does not contravene an express provision of the Declaration or a right reasonably inferable therefrom.

Section 18.3 – Notice to Lot Owners of Changes to Rules. Following the adoption, amendment, or repeal of a Rule, the Executive Board shall give all Lot Owners notice of its action and include with it a copy of any new or amended Rule.

Section 18.4 – Limitation on Challenges. No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one (1) year after the date that notice of the amendment was given to the Lot Owners.

ARTICLE XIX

INSURANCE

Section 19.1 – Coverage. To the extent reasonably available, the Association 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 19.2 – Property Insurance.

- (a) *Coverage.* Property insurance will cover:
- (i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment, and any Improvements and betterments), but excluding land, excavations, foundations, underground pilings, piers, pipes, flues and drains, and other items normally excluded from property policies; and
 - (ii) All personal property owned by the Association.

(b) *Amounts.* Property insurance shall be for the following amounts:

- (i) The project facilities for an amount (after application of any deductibles) equal to one hundred percent (100%) of their actual cash value, but not less than their insurable replacement cost, at the time the insurance is purchased and at each renewal date.
- (ii) Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

(c) *Risks Insured Against.* The insurance shall afford protection against all risks of direct physical loss commonly insured against, and such other perils as the Executive Board deems it appropriate to cover.

(d) *Other Provisions.* Insurance policies required by this Section shall provide that:

- i. The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner.
- ii. An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.
- iii. 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.
- iv. Loss must be adjusted with the Association.
- v. Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Lot Owner and such Lot Owner's mortgagee.
- vi. The insurer 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 and each holder of a Security Interest to whom a certificate or

memorandum of insurance has been issued, at their respective last known addresses.

vii. The name of the insured shall be substantially as follows:

"BASE CAMP 907 OWNERS ASSOCIATION, INC., for the use and benefit of the individual Owners."

- (e) *Building Ordinance or Law Insurance coverage.* To the extent it is reasonably available, Building Ordinance or Law Insurance coverage shall be maintained, covering the costs attributable to the enforcement of any building, zoning, or land use law resulting in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs. The coverage must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction.
- (f) *Inflation Guard Endorsement.* To the extent it is reasonably available, the Association's property insurance shall include an Inflation Guard Endorsement.

Section 19.3 – 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 Owner's authority on behalf of the Association, will 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 19.4 – Fidelity Insurance. The Association shall obtain a fidelity insurance policy.

Section 19.5 – Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance, if required by the laws of the State of Alaska, in an amount sufficient to meet the requirements of the laws of the State of Alaska.

Section 19.6 – 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 19.7 – Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Lot Owners.

Section 19.8 – Premiums. Insurance premiums shall be a Common Expense.

Section 19.9 – Deductibles. Except as provided in **Section 16.2**, any deductibles for insurance coverage maintained by the Association shall be paid by the Association as a Common Expense.

Section 19.10 – Lot Owner Insurance. An insurance policy issued to the Association does not prevent a Lot Owner from obtaining insurance for his or her own benefit.

ARTICLE XX

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 20.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment" and at any other time the Executive Board determines, then the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than **ten (10) days** before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 20.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given in writing and shall be

delivered personally or by mail, not less than **ten (10) days** before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 20.3 – Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing a written notice of appeal with the Executive Board within **ten (10) days** after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXI

EXECUTIVE BOARD

Section 21.1 – 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 Common Interest Community, 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 Association's 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 Common Interest Community;
- (g) Make contracts and incur liabilities;

- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements and the areas that the Association is required to maintain pursuant to **ARTICLE VI**;
- (i) Cause additional Improvements or real property 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 Section AS 34.08.430 of the Act;
- (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, after Notice and Hearing, 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 21.2 – Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community, 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 21.3 – 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 21.4 – 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 21.5 – 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.

Section 21.6 – Professional Management & Resale Certificates. Notwithstanding anything in the foregoing Article, the Common Interest Community shall be managed by a professional management company at all times. All Resale Certificates shall be prepared by an attorney hired by the Association for that purpose.

ARTICLE XXII

EXECUTIVE BOARD MEETINGS

Section 22.1 – Access. All meetings of the Executive Board at which action is to be taken by vote at such meeting will be open to the Lot Owners, except as hereafter provided.

Section 22.2 – Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the president or by a majority of the Directors on at least three (3) business days' notice to each member of the Executive Board. The notice will be hand-delivered, emailed or mailed and will state the time, place and purpose of the meeting.

Section 22.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot

Owners, where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXIII
DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 23.1 – Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) Eighty percent (80%) of the Lot Owners, including each owner of a Lot that will not be rebuilt, vote not to rebuild.

Section 23.2 – Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 23.3 – Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Lot Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 23.4 – Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.
- (b) Except to the extent that other persons will be distributes:
 - (i) the insurance proceeds attributable to a Lot that is not rebuilt must be distributed to the owner of the Lot, or to lien holders, as their interests may appear; and
 - (ii) the remainder of the proceeds must be distributed to each Lot Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Lots.

- (c) If the Lot Owners vote not to rebuild a Lot, the Allocated Interests of the Lot are reallocated upon the vote as if the Lot had been condemned under Subsection 34.08.740(a) of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 23.5 – Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. Subject to the provisions of **Section 23.1(a)** through **Section 23.1(c)**, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.6 – Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 23.7 – Title Insurance Policies. If payments are to be made to Lot Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance policy based on a search of the records of the Anchorage Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Lot Owners and the lienholders.

ARTICLE XXIV

MEDIATION & ARBITRATION

Section 24.1 – Mediation Clause. No Lot Owner shall commence an arbitration proceeding under the provisions of **Section 24.2** below, unless such Lot Owner shall first give a written notice ("**Dispute Notice**") to the Association stating the nature of the dispute. The parties shall attempt in good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association in effect on the date of the Dispute Notice. If the dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, the dispute shall be determined by arbitration in accordance with the provisions of **Section 24.2**.

Section 24.2 – Arbitration Clause. Any controversy, claim, or dispute of whatever nature arising between Lot Owners or between Lot Owners and the Association, including but not limited to, those arising out of, or relating to, the Declaration and associated Documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, or

deadlock on any matter requiring a vote of the Lot Owners or Executive Board members, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **Section 24.1** above shall be determined by arbitration, by one (1) arbitrator in Anchorage, governed and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrators shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

ARTICLE XXV

MORTGAGEE PROTECTION

Section 25.1 – Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 25.2 – Percentage of Eligible Mortgagees. Wherever in the Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Lots which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Lots then subject to Security Interests held by Eligible Mortgagees.

Section 25.3 – Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss per the requirements set forth below:
 - (i) **With Respect to Loans Issued by the Federal National Mortgage Association (FNMA):** Timely written notice of any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage shall be provided to the Eligible Mortgagee and guarantor of the mortgage of the Lot for FNMA issued loans.
 - (ii) **With Respect to Loans Issued by the Veteran's Administration (VA):** Eligible Mortgagees shall receive notice of any property loss, condemnation or eminent domain proceeding affecting the Common Elements resulting in losses greater than ten percent (10%) of the annual budget or any Lot insured by the Association in which the mortgagee has an interest for VA issued loans.

- (iii) With Respect to Loans Issued by the Alaska Housing Finance Corporation (AFHC): Eligible Mortgagees shall receive timely written notice of any condemnation or casualty of ten thousand dollars (\$10,000) or more to the Project or to a Lot securing its mortgage, for AHFC issued loans, or any loss to, or taking of, the Common Elements if such loss or taking exceeds ten thousand dollars (\$10,000).
- (iv) With Respect to Loans Issued by the Housing and Urban Development (HUD): Eligible Mortgagees shall receive notice as required by existing HUD rules and regulations.
- (b) Any delinquency in the payment of Common Expense assessments owed by a Lot Owner whose Lot is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.
- (c) Any default in the performance by the individual Lot borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.
- (d) Any lapse, cancellation, or material modification of any insurance policy or fidelity insurance maintained by the Association.
- (e) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in **Section 25.4**.
- (f) Any judgment rendered against the Association.

Section 25.4 – Consent Required.

- (a) No Material Adverse Action may be taken by the Association or by the Executive Board or shall be effective until approved by Eligible Mortgagees holding Security Interests in at least fifty-one percent (51%) of the Lots that are subject to Security Interests held by Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration).
- (b) For purposes of this **Section 25.4**, “Material Adverse Action” shall mean any amendment to the Declaration or any action of the Executive Board or the Association that is of a material adverse nature to holders of first Security Interests in a Lot, including, but not limited to, any of the following:
 - (i) Abandonment, partition, subdivision, encumbrance, sale, conveyance,

transfer or relocation of the boundaries of the Common Elements or any portion thereof, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;

- (ii) Reallocation of interests in the Common Elements or Limited Common Elements, including any change in the pro rata interest or obligations of any Lot Owner for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, except that when Limited Common Elements are reallocated by agreement between Lot Owners, only those Lot Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
- (iii) Changes in the assessments, assessment liens, or priority of liens for assessments made against the Lots;
- (iv) Changes in voting rights;
- (v) Making capital expenditures (other than for repair or replacement of existing Improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget;
- (vi) Changes to the responsibility for maintenance, repair, and replacement;
- (vii) Changes in the rights of Lot Owners to use Common Elements and Limited Common Elements;
- (viii) Subdivision or partition of any Lot, or redefinition of any Lot boundaries (except that when only boundaries between adjoining Lots are involved, or a Lot is being subdivided, then only the approval of the Lot Owners of such Lots and the holders of all Security Interests in such Lots is required);
- (ix) The alteration of any partition or creation of any aperture between adjoining Lots when Lot boundaries are not otherwise being affected, in which case only the owners of Lots affected and Eligible Mortgagees of those Lots need approve the action;
- (x) Conversion of Lots into Common Elements or of Common Elements into Lots, except pursuant to the exercise of Development Rights under ARTICLE VII;
- (xi) Abandonment, partition, subdivision, expansion or contraction of the Common Interest Community, or the addition, annexation, or withdrawal of property to or from the Common Interest Community, except pursuant to the

exercise of Development Rights or as otherwise provided in this Declaration;

- (xii) Merging or consolidating the Association, including the merger of this Common Interest Community with any other common interest community, except pursuant to the exercise of Development Rights or as otherwise provided in this Declaration;
- (xiii) Any assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (xiv) Changes to insurance or fidelity bond requirements;
- (xv) The use of hazard insurance proceeds for losses to any property in the Common Interest Community for other than the repair, replacement, or reconstruction of such property, except as provided in Section 34.08.440(h) of the Act;
- (xvi) Imposition of any restrictions on the leasing or rental of Lots;
- (xvii) Imposition of any restrictions on a Lot Owner's right to sell or transfer a Lot; and
- (xviii) Changes in the right of a majority of the Eligible Mortgagees to demand professional management of the Common Interest Community;
- (xix) A decision by the Association to establish self-management when professional management of the Common Interest Community had been required previously by the Documents;
- (xx) Restoration or repair of the Common Interest Community after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
- (xxi) Any action taken not to repair or replace the Property in the manner specified in the Documents;
- (xxii) Any action to terminate the Common Interest Community. In cases of termination for substantial destruction or condemnation, sixty-seven percent (67%) Eligible Mortgagee approval is required;
- (xxiii) Any change in the procedures that protect the interest of an Eligible Mortgagee when handling any losses or proceeds from condemnation, destruction, or liquidation of all or part of the Common Interest Community, or from termination of the Common Interest Community; or

(xxiv) Any change in any provisions that expressly benefit Eligible Mortgagees.

Section 25.5 – Development Rights. No Development Rights may be exercised, voluntarily abandoned or terminated by the Declarant unless all Persons holding Security Interests in the Development Rights consent to the exercise, abandonment or termination.

Section 25.6 – Other Mortgagee Rights.

- (a) The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours on the same terms as Lot Owners.
- (b) A majority of the Eligible Mortgagees may require professional management of the Common Interest Community.

Section 25.7 – Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request with a copy of the most recently available annual financial statement of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 25.8 – Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Lot Owner may attend.

Section 25.9 – Appointment of Trustee. In the event of damage or destruction under **ARTICLE XXIII** or condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee as defined in **Section 1.37**. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to **ARTICLE XXIII** or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board, acting by majority vote through the President, may act as Trustee.

Section 25.10 – Implied Approval or Consent. The approval or consent of any Person holding a Security Interest in a Lot of any Material Adverse Action shall be deemed granted if a refusal to consent in a record is not received by the Association within sixty (60) days after the Association delivers notice of the proposition requiring consent to the holder of the Security Interest or mails the notice to such holder by certified mail, return receipt requested. The Association may rely on the last-recorded Security Interest of record in delivering or mailing notice to the holder of such Security Interest.

Section 25.11 – Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

ARTICLE XXVI
CONDEMNATION

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 34.08.740 of the Act.

ARTICLE XXVII
MISCELLANEOUS

Section 27.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 27.2 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 27.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.5 – Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 27.6 – Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association.

Section 27.7 – Violations of Restrictions. The Association may assess fines for violations of any restriction of the Declaration in accordance with Rules adopted by the Association and amended from time to time.

Section 27.8 - Association Not a Guarantor of Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Property safer than it otherwise might be.

NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMON INTEREST COMMUNITY, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH LOT OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS AND LOT OCCUPANTS THAT THE ASSOCIATION, ITS EXECUTIVE BOARD AND COMMITTEES, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE COMMON INTEREST COMMUNITY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed this ____ day of _____, 2023.

[Declarant Signature and Notary Acknowledgement Appears on the Following Page]

DECLARANT: HULTQUIST HOMES, INC.

By: Cody Hultquist
Its: Vice President

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this _____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **CODY HULTQUIST**, to me known and known to me to be the **VICE PRESIDENT** of **HULTQUIST HOMES, 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 Executive Board.

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

Notary Public in and for Alaska
My Commission Expires: _____

APPROVAL OF LENDER
[LENDER]
of the Declaration and Planned Community Plat

The undersigned, Beneficiary, under the *Deed of Trust*, including terms and provisions thereof, securing the amount therein together with any other amounts due thereunder, recorded _____ as Serial No. _____, and modified by mesne instruments, records of the Anchorage Recording District, Third Judicial District, State of Alaska, encumbering certain real property which is more particularly described as:

_____, BASE CAMP 907 SUBDIVISION, according to the official plat thereof, Plat No. _____, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

hereby approves the foregoing *Declaration*, and below *Planned Community Plat attached as Schedule A-3*, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

Dated: this _____ day of _____, 2023.

[LENDER]

By: _____
Print Name: _____
Its: _____

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of _____ and known to me to be the person who signed the foregoing instrument, on behalf of said entity and they acknowledged to me that they signed and sealed the same as a free act and deed 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.

Notary Public in and for Alaska
My Commission Expires: _____

SCHEDULE A-1
DESCRIPTION OF THE COMMON INTEREST COMMUNITY

PROPERTY *IN* THE COMMON INTEREST COMMUNITY
NOT SUBJECT TO DEVELOPMENT RIGHTS

Lots _____, BASE CAMP 907 SUBDIVISION, according to the official plat thereof, Plat No. _____, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

PROPERTY *NOT IN* THE COMMON INTEREST COMMUNITY
SUBJECT TO DEVELOPMENT RIGHTS

Lots _____, BASE CAMP 907 SUBDIVISION, according to the official plat thereof, Plat No. _____, records of the Anchorage Recording District, Third Judicial District, State of Alaska, which are labeled on **Schedule A-3** as "*Subject to Development Rights*".

***THE RECORDING DATA FOR RECORDED EASEMENTS & LICENSES APPURTENANT
TO OR INCLUDED IN THE COMMON INTEREST COMMUNITY***

1. TBD
- 2.

SCHEDULE A-2
TABLE OF INTERESTS

<u>Lot</u>	<u>Percentage Liability for Common Expenses*</u>	<u>Votes in the Affairs of the Association</u>
1	14.29%	1
2	14.29%	1
3	14.29%	1
4	14.29%	1
5	14.29%	1
6	14.29%	1
7	14.29%	1
TOTALS	7 Lots	100%
		7 Votes

*Allocations are subject to rounding to result in 100%.

SCHEDULE A-3
PLANNED COMMUNITY PLAT

BASE CAMP 907

A Planned Community located on

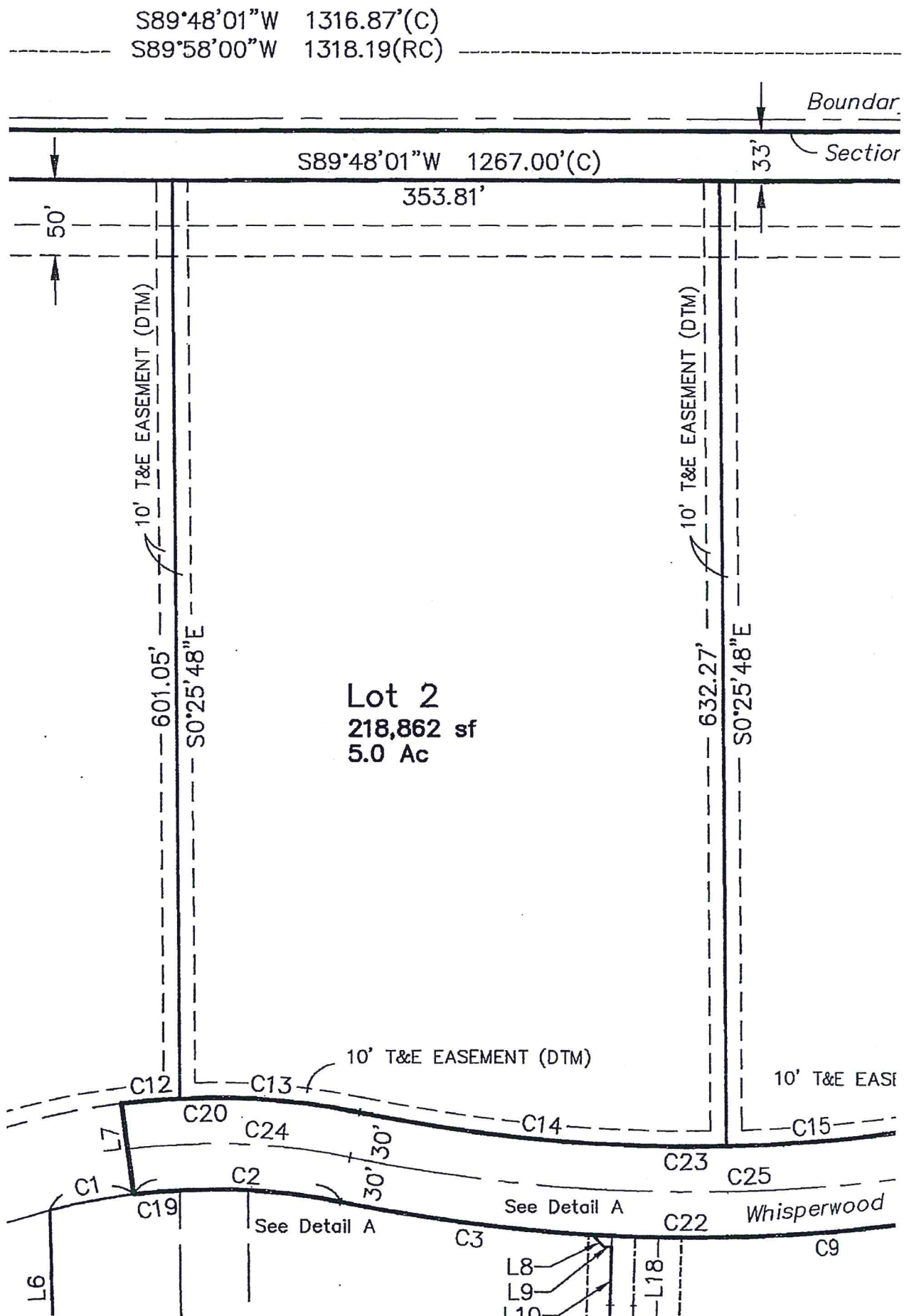
Lots 1-7; Base Camp 907 Subdivision,
according to the official plat thereof, Plat No. _____

[PLANNED COMMUNITY PLAT APPEARS ON THE FOLLOWING PAGES]





Glenn



Notes:

1. Direct vehicular access from Lot 1, 2 & Tract A to Boundary Avenue is prohibited.
2. All lines are non-radial unless otherwise noted.
3. All lot corners set with 5/8" x 30" rebar with 1 1/4" yellow plastic cap unless otherwise noted. 1-1/2" aluminum caps on 5/8" x 30" rebar set on all street P.C.'s, P.T.'s and S.I.'s.
4. Distances shown to the foot are to that foot.
5. All distances are in feet.
6. Blanket Easement granted to Enstar Natural Gas Company recorded September 8, 2006 as Instrument No. 2006-061102-0, not shown on this plat and not dedicated by this plat.
7. Prior to development of Lots 1, 2 and Tract A, site plan approval shall be obtained from the Urban Design Commission to ensure conformance with Anchorage municipal Code 21.45.130.
8. All lots within the subdivision shall conform to the elevations and drainage patterns shown on the grading and drainage plan approved by the Municipality of Anchorage, as applicable.
9. 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.
10. 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.
11. The Homeowner's Association shall be responsible for year-round and all season operation, maintenance, and repair of private streets, storm drain, street lights and sidewalks common to Lots 3 and 4, in essence Ophir Drive and Skwentna Drive, and all associated costs. Maintenance shall include, but is not necessarily limited to, sweeping, vacuuming, snow plowing, snow removal, and sanding. The Municipality of Anchorage will not now or in the future accept and assume such responsibilities.
12. Public Road & Utilities Easement recorded February 11, 1969, Book 377 Page 310, not being dedicated by this plat.
13. Storm Sewer Easement granted to The Municipality of Anchorage recorded April 30, 1982, Book 726, Page 836, not dedicated by this plat.
14. Storm Drain Easement granted to the Municipality of Anchorage recorded May 20, 1982, Book 732, Page 782, not dedicated by this plat.
15. Easements 2005-056723-0, 2005-056724-0 & 2005-056725-0 are shown on this plat beginning 25.0' at S00°21'22"E from the recorded easement starting point description location.
16. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056618-0, not dedicated by this plat. Not shown on this plat
17. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056619-0, not dedicated by this plat. Not shown on this plat
18. Sanitary Sewer Easement granted to The Municipality of Anchorage recorded August 11, 2005 as Instrument No. 2005-056620-0, not dedicated by this plat. Not shown on this plat
19. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056723-0, not dedicated by this plat.
20. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056724-0, not dedicated by this plat.
21. Public Use Easement granted to The Municipality of Anchorage recorded August 12, 2005 as Instrument No. 2005-056725-0, not dedicated by this plat.
22. Right of way Easement granted to Chugach Electric Association recorded October 29, 2008 as Instrument No. 2008-060319-0, not dedicated by this plat. Not shown on this plat
23. The H.O.A. on Lot 3 is responsible for all maintenance and repairs of the private water main within the Shageluk Street P.U.E. and this will be reflected in the H.O.A. documents.
24. Roadway improvements on Tract A to Whisperwood Drive and Newell Street are to interim standards and, as interim improvements, are not accepted by the Municipality of Anchorage for maintenance and operations. As interim roadway improvements, the Property Owner filing this plat and identified herein is responsible for said maintenance and operations until such time as the roadways are brought to full standards and accepted by the Municipality of Anchorage
25. No building permits shall be applied for nor shall they be authorized on Tract A until such time as the owner of Tract A enters into an improvement to public place agreement or development agreement with the Municipality of Anchorage to design and construct Whisperwood Drive, Newell Street, and Takotna Street (the Public Use Easement south of Whisperwood Drive) on Tract A, and appurtenant public improvements, to full municipal standards according to Anchorage land use codes and regulations, design criteria, and construction standards at the time of application, and posting the requisite guarantee prescribed by Anchorage Municipal Code.
26. The home owners association is responsible for all costs incurred by the Anchorage Water and Wastewater Utility to protect buildings from damage where the utility is performing maintenance on any part of a service connection, including the keybox, that is located within fifteen (15) feet of any building foundation or structure.
27. The home owners association is responsible for maintenance, upkeep and restoration of all surface improvements within the public water easement. This includes restoration in the event of maintenance or reconstruction of the water infrastructure located within the easement conducted by the municipal water utility. Surface improvements include, but are not limited to, curb and gutter; pavement; street lighting and landscaping.
28. The home owners association is responsible for all costs incurred by the Anchorage Water and Wastewater Utility related to acquisition of access and reconstruction of surface improvements where the utility is performing maintenance on any part of water main and service connection, including the keybox, that is located outside the public water easement.
29. Public Use Easement granted to The Municipality of Anchorage recorded August 5, 2009 as Instrument No. 2009-052114-0, not dedicated by this plat. Not shown on this plat as it is covered by dedicated ROW.
30. Right of way Easement granted to Chugach Electric Association recorded October 28, 2008 as Instrument No. 2008-060237-0, not dedicated by this plat. Not shown on this plat

SH GROUP
124 E 7th Ave.
ANCHORAGE, AK 99501

FIRM NAME
FIRM MAILING ADDRESS

SURVEYOR'S AFFIDAVIT

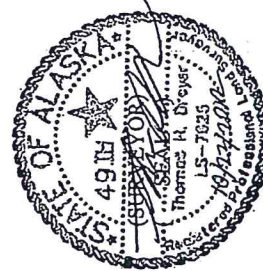
Plat title, Checkpoint Subdivision, Lots 1-4 & Tail End

The above referenced subdivision plat as filed in the ANCHORAGE
Recording District under Plat file number 2012-47
has been revised as follows CONNECTING THE
P.L.E. ON SAAGEDIK STREET

The above revision constitutes the sole change made to the plat aside from its notation in the revision block on the plat. The above revision does not influence any change of, ownership, drainage features, rights-of-way, or any other item which would adversely affect this or adjacent properties. I am therefore submitting this plat for refiling as corrected.

Date 10/13/12

Registration Number LS-7625



Thomas H. Dwyer
Registered Land Surveyor

PARID: 00642115000
CONDOR PROPERTIES LLC

N/A

LUC: 100
TAX YEAR: 2022

Property Information

Property Location:

Class: R-Residential
Use Code (LUC): 100-Residential Vacant Land
Condo/Unit #:
Tax District: 03
Zoning: R4
Plat #: 120096
HRA #:
Grid #: SW1238
Deeded Acres:
Square Feet: 218,862
Legal Description: CHECKPOINT
LT 2

[Show Parcel on Map](#)

Owner

Owner CONDOR PROPERTIES LLC
Co-Owner
Care Of
Address 12570 OLD SEWARD HWY STE 204
City / State / Zip ANCHORAGE, AK 99515 0000
Deed Book/Page 006/42

Tax Information

Parcel	Roll Type	Tax Year	Cycle	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
00642115000	RP	2022	1		8,581.67			.00	-8,581.67	.00	.00	.00	.00	.00	07/31/2022
00642115000	RP	2022	2		8,581.67			.00	-8,581.67	.00	.00	.00	.00	.00	09/30/2022
00642115000	RP	2021	1		18,365.98			.00	-18,365.98	.00	.00	.00	.00	.00	06/15/2021
00642115000	RP	2020	1		17,428.32			.00	-17,428.32	.00	.00	.00	.00	.00	07/15/2020
00642115000	RP	2019	1		16,674.11			.00	-16,674.11	.00	.00	.00	.00	.00	06/15/2019
00642115000	RP	2018	1		15,860.44			.00	-15,860.44	.00	.00	.00	.00	.00	06/15/2018
00642115000	RP	2017	1		15,144.78			.00	-15,144.78	.00	.00	.00	.00	.00	06/15/2017
00642115000	RP	2016	1		14,400.11			.00	-14,400.11	.00	.00	.00	.00	.00	06/15/2016

[Make a Payment](#)

Assessed Value

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2022	RP	100	R	1,019,200		1,019,200

Taxable Value

Net Taxable Value 1,019,200

Land Summary

Land Line #	Zoning	Size (Square Feet)	NBHD
1	R4	218,862	06E83

Land Characteristics

Line #	
1	VIEW 2 - Average
2	TOPO 4 - Gentle
3	ACCESS 5 - Average
4	PAVING 4 - Curb&Gutter
5	CORNER 4 - None
6	SEWER 4 - Public
7	ENCROACH 4 - None
8	SETBACK 1 - None
9	WATER 4 - Public
10	RESTRICT 4 - None
11	MAIN 4 - None
12	MISC 5 - None
13	WETLANDS 4 - None
14	SHAPE 4 - Typical
15	LOCATION 3 - Average
16	SIZE 3 -
17	SOILS 4 - Average

Entrances

Visit Date:	Measure Date:	Entrance Source:	Inspect Reason:
20-SEP-2012		0-Land Characteristics Inspection	-

Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2022	RP	100	R	1,019,200		1,019,200
2021	RP	100	R	1,019,200		1,019,200
2020	RP	100	R	1,019,200		1,019,200
2019	RP	100	R	1,019,200		1,019,200
2018	RP	100	R	967,100		967,100
2017	RP	100	R	967,100		967,100

**REVIEWING
AGENCY AND
PUBLIC
COMMENTS**

MUNICIPALITY OF ANCHORAGE



Development Services Department
Private Development Section

Phone: 907-343-8301
Fax: 907-343-8200

Mayor Dave Bronson

MEMORANDUM

Comments to Preliminary Plat Applications/Petitions

DATE: June 28, 2023
TO: Shawn Odell, Senior Planner
FROM: Judy Anunciacion, Private Development Engineer
SUBJECT: Comments for Platting Authority
Case # S12722

Case No. S12722: A request to subdivide seven (7) lots and five (5) tracts into forty-seven (47) unit lots.

Legal Description: Lot 2, Checkpoint Subdivision (Plat 2012-96).

Roads: The subject parcels are adjacent to the following rights-of-way:

- Whisperwood Park Drive, to the south, is a local road.
- Boundary Avenue, to the north, is a Class I Collector.

Improvements:

No peripheral improvements are required on Whisperwood Park Drive.

Construct a 5-foot wide concrete sidewalk in accordance with AMC 21.08.050 Table 21.08-7 and Type I, barrier curb and gutter fully fronting and adjacent to the northern property boundary.

The internal public street (Venture Place) shall be constructed to Municipal Class A standards consisting of a 33-foot wide paved street (back of curb to back of curb), including Type I, barrier curb and gutter, on the east side of the public right-of-way.

Resolve the curb type on the west side of the public right-of-way with Private Development.

The private streets (Summit Court and Trek Court) shall be constructed as a 31-foot wide paved street (back of curb to back of curb) including Type II, rolled curb and gutter on both sides.

Dedication:

- Dedicate a 60-foot right-of-way for the internal street (Venture Place) from Whisperwood Park Drive to Boundary Avenue as shown on the preliminary plat.
- Dedicate 40-foot wide tracts for the private roads (Summit Court and Trek Court) as shown on the preliminary plat.

Subdivision Agreement Requirements:

Prior to final plat approval the petitioner shall enter into a subdivision agreement with Private Development for the required public Class A area improvements, to include the asphalt street, sidewalk, traffic control devices, street lights, street signs, monuments, drainage facilities and utilities.

Snow Removal:

Obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A right-of-way permit is required for the snow removal activities within the public right-of-way.

Recommend that driveways widths be minimized to ensure adequate snow storage along the right-of-way.

The petitioner shall include a plat note regarding street maintenance winter responsibilities for the public right-of-way (Venture Place). Resolve the plat note wording with MOA Right-of-Way.

Drainage:

Prior to final plat approval, submit to Private Development for review and approval a comprehensive site grading and drainage plan to resolve the need for drainage easements and drainage improvements and to demonstrate that all post development drainage patterns will not adversely impact adjacent properties or rights of way, and to include a suitable outfall. Required drainage improvements shall be designed in accordance with the Municipality of Anchorage Design Criteria Manual Chapter 2.

Plat Notes:

- 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
- 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.

Department Recommendations:

The Private Development Section has no objection to the proposed subdivision subject to the above recommendations and conditions.



MUNICIPALITY OF ANCHORAGE

Traffic Engineering Department



MEMORANDUM

RECEIVED

DATE: Revised June 23, 2023,
TO: Current Planning Division Supervisor.
Planning Department
THRU: Kristen A. Langley, Traffic Safety Section Supervisor,
Traffic Engineering Department
FROM: Randy Ribble, Assistant Traffic Engineer
SUBJECT: Traffic Engineering Department Comments
S12722 **Subdivide 7 lots and 5 tracts into 47 unit lots**

JUN 26 2023

Lot 2, Checkpoint Subdivision

Traffic Engineering recommends approval of this platting action with the following comments.

Preliminary Plat

The proposed parcel is bounded to north by Boundary Avenue and to the south by Whisperwood Park Drive. Boundary Avenue is classified as collector roadway and managed by AKDOT&PF. Whisperwood is a local roadway maintained by Municipality of Anchorage.

Proposed subdivision appears to master site plan appears shows oversized driveways for individual unit lots. Request a plat note to limit driveway widths at time of construction.

Recommendations

- Revise master site plan to show required sidewalk along main through road connecting Boundary Avenue and Whisperwood Park Drive. Provide driveways widths on final site plan.
- This platting action is current with a proposed unit lot subdivision S12732. Add the following plat note to read as follows;

"Driveway widths shall be a minimum of 12 feet wide and a maximum width not to exceed 50 percent of the proposed unit lot frontage width shown on plat."

- Provide Street lighting per AMC 21.08 and DCM Chapter 5 to provide required illumination at proposed street intersections.

Blake, Lori A.

From: Walters, Michael S.
Sent: Wednesday, June 21, 2023 5:20 PM
To: Blake, Lori A.; Kimmel, Corliss A.
Subject: S12722 Request for Reviewing Agency Comments

RECEIVE

JUN 22 2023

All:

ROW has the following comments for case number S12722:

Snow Removal:

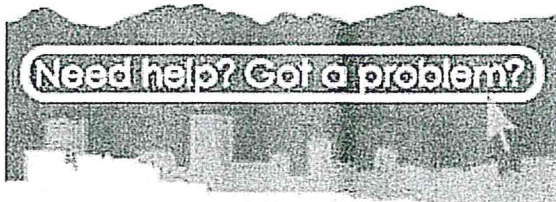
Obtain a Memorandum of Understanding (MOU) between the Municipality of Anchorage and the Developer/HOA for all winter maintenance to include hauling snow from the public right-of-way. A right-of-way permit is required for the snow removal activities within the public right-of-way.

Regards,

Michael S Walters
Senior Plan Reviewer
Right of Way Section
michael.walters@anchorageak.gov
Office: 907-343-8226
Cell: 907-727-7637
Fax: 907-249-7910

#ANCWORKS!

An online tool for Anchorage



MEMORANDUM

RECEIVED

JUN 20 2023

DATE: June 20, 2023
TO: Dave Whitfield, Platting Officer, Planning Section, Planning Division
FROM: Seth Wise, Engineering Technician III, Planning Section, AWWU
RE: Plat Case Comments
Meeting Date: July 19, 2023
Agency Comments Due: June 21, 2023

The Anchorage Water & Wastewater Utility has reviewed the reference plat(s) and has the following comments:

S12722 LOT 2, CHECKPOINT SUBDIVISION (PLAT 2012-96) – A request to subdivide seven (7) lots and five (5) tracts into forty-seven (47) unit lots, GRID SW1238.

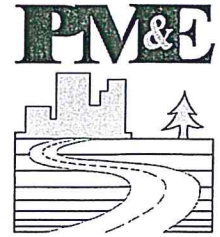
1. AWWU water and sanitary sewer are available to the parcel.
2. AWWU requires easement for any public water or sanitary sewer main(s) installed outside of right-of-way (ROW) or within 15 feet of the edge of ROW. Easement needs will be determined per the final approved plans and the Private Development agreement.
3. A portion of the existing sanitary sewer main at Whisperwood Park Drive and Ophir Drive will need to be abandoned, and two water tees that run to the parcel will need to be disconnected at the main(s), per the final approved plans and Private Development agreement.
4. Assessments to be determined upon further development.
5. AWWU has no objection to this platting action.

If you have any questions pertaining to public water or sewer, please call 564-2757 or send an e-mail to seth.wise@awwu.biz.





Municipality of Anchorage
Project Management and Engineering
MEMORANDUM



DATE: June 21, 2023
TO: Dave Whitfield
FROM: Kyle Cunningham
SUBJECT: S12728, S12732, S12722 & S12733: Comments from Watershed Management Services.

RECEIVED

JUN 22 2023

Watershed Management Services (WMS) has the following comments for the July 19, 2023 Platting Board hearing.

- S12728 – Tract B, Mountainside Village Subdivision, Addition No. 1 (Plat No. 83-348);
 - WMS supports the vacation of the 50' creek maintenance easement to be replaced with the below plat note. The current easement does not follow the actual location of Little Survival Creek and replacing platted stream easements with plat notes is in line with current WMS and MOA guidance and practices.
 - Add Plat Note: There are streams located on this plat and the stream protection setbacks will be as specified in AMC 21.07.020 or as specified in future adopted provisions of AMC 21. Portions of streams contained within mapped wetlands are subject to setbacks as described in the Anchorage Wetlands Management Plan.
 - WMS has recently mapped additional streams on this plat and they will need to be shown on the final plat.
- S12732 – Lot 2, Checkpoint Subdivision (Plat 2012-96);
 - WMS has no comments on or objections to the request.
- S12722 - Lot 2, Checkpoint Subdivision (Plat 2012-96);
 - WMS has no comments on or objections to the request.
- S12733 - Tract A, Pioneer Estates (Plat 88-6);
 - WMS has no comments on or objections to the request.

From: OSP Design Group <ospdesign@gci.com>
Sent: Wednesday, June 21, 2023 3:24 PM
To: Kimmel, Corliss A.; Blake, Lori A.
Cc: OSP Design Group
Subject: RE: S12722 Request for Reviewing Agency Comments
Attachments: S12722 Reviewing Agency Routing.pdf

RECEIVED

JUN 21 2023

[EXTERNAL EMAIL]

Corliss,

In review GCI has no comments or objections to the plat, attached is the signed plat for your records.

Thanks,

MIREYA ARMESTO

GCI | Technician II, GIS Mapping

m: 907-744-5166 | w: www.gci.com

S12722 JUL 19 2023



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Transportation and
Public Facilities

Program Development and Statewide Planning
Anchorage Field Office

4111 Aviation Avenue
P.O. Box 196900
Anchorage, AK 99519-6900
Main number: 907-269-0520
Fax number: 907-269-0521
Website: dot.alaska.gov

RECEIVED

JUN 14 2023

June 14, 2023

David Whitfield, Current Planning Manager
MOA, Community Development Department
Planning Division
P.O. Box 196650
Anchorage, Alaska 99519-6650

[Sent Electronically]

Re: MOA Plat Review

Dear Mr. Whitfield:

The Alaska Department of Transportation and Public Facilities (DOT&PF) has reviewed the following plats and has no comments:

- S12726 – 355 E 76th, Tract 1B and 2B, Stanley Industrial Subdivision Addition No 1
- S12728 - Steamboat Dr – Bre Estates Subdivision, Lots 1-9
- S12733 - 21576 Cheely Lane – Pioneer Estates West, Lots 1-7 and Tract A
- S12734 – 8025 Sundi Way – Sundi Lake Subdivision Block 2, Lots 13A, 13B, & 13C
- S12736 – 8460 Rovenna St – Campbell Creek Greenbelt Subdivision Addition No 12, Lots 82A-1, 82A-2, 82A-3, 82A-4 & 82A-5

The Alaska Department of Transportation and Public Facilities (DOT&PF) has reviewed the following plats and has the following comments:

- **S12722** – Base Camp 907 Subdivision Lots 1-47 (Checkpoint Lot 2)
 - No objections to the proposed platting action
- S12732 – Base Camp 907 Subdivision, Parent Lots 1A-7A, Tracts 1, 2, 3, A&B, and Easement Vacation (Checkpoint Lot 2)
 - No objection to the proposed platting action.
 - No objection to the proposed easement vacation and realignment.
 - Please have applicant finalize their Approach Road Review with DOT&PF ROW for the new dedicated unnamed road through this subdivision. This may require amending the NDA plat note per Plat 2012-96 for Checkpoint Lot 2 to allow for vehicular access onto Boundary Ave.

- No direct vehicular access will be allowed for Tracts 2 and 3 onto Boundary Ave. All lots and tracts must take access from the new dedicated unnamed road and Tracts A and B.
- **S12730 – 30485 Eagle River Road – Eklutna Highland Estates Lots 1-4, Block 1, Lots 1-5, Block 2, and Tracts A, B, & C**
 - No objection to the proposed platting action
 - DOT&PF is **not** requiring a No Direct Access plat note for the proposed lots to Eagle River Road. However, it should be assumed and expected that access to Lots 2, 3, and 4, Block 1 will be from List Circle and access to Lots 1, 2, and 3, Block 2 will be from Prudhoe Bay Ave. All proposed lots will have to apply for a driveway permit from DOT&PF's ROW division for access onto Eagle River Road once the plat is finalized if they have no alternative access.
 - Subsequent development and subdivision of Tracts A, B, & C should be developed with consolidated access to Eagle River Road and internal circulation.

All properties accessing DOT&PF roads must apply to Right-of-Way for a driveway permit or approach road review, subject to provisions listed in 17 AAC 10.020. Any previously issued driveway permits become invalid once the property undergoes a platting action and must be reissued.

We recommend the petitioner verify all section line easements and DOT&PF road rights-of-way adjacent to their property. For assistance, the petitioner may contact the Engineering group within the Right of Way section in DOT&PF at (907) 269-0700. The petitioner is liable to remove any improvements within the easements and rights-of-way that impede the operation and maintenance of those facilities even if they are not shown on the plat, so it is in the petitioner's best interest to identify the exact locations and widths of any such easements or rights-of-way before they improve the property.

If any section line easements or road rights-of-way exist within the bounds of their plat, we recommend the petitioner dedicate them. If there is an existing right-of-way or easement, the petitioner is unable to develop that portion of the property yet continues to pay property taxes on it; dedicating will remove that cost to the petitioner.

If there are any questions regarding these comments please feel free to contact me at (907) 269-0522 or mark.eisenman@alaska.gov.

Sincerely,



Mark Eisenman
Anchorage Area Planner, DOT&PF

cc: Scott Thomas, P.E., Regional Traffic Engineer, Traffic Safety and Utilities, DOT&PF
Sean Baski, P.E., Highway Design Group Chief, DOT&PF
Jacob Ciufo, P.E., Regional Hydrologist, Hydrology DOT&PF
Matt Walsh, Property Management Supervisor, DOT&PF
Corliss Kimmel, Office Associate, Current Planning, MOA
Lori Black, Office Associate, Current Planning, MOA
Devki Rearden, Engineering Associate, DOT&PF



RECEIVED

June 13, 2023

Municipality of Anchorage
Planning Division
P.O. Box 196650
Anchorage, AK 99519-6650

JUN 13 2023

SUBJECT: Request for Comments

Alaska Communications has reviewed the plats listed below and recommends the following:

S12722 Base Camp 907 Subd., Lots 1-47
Alaska Communications has no objections.

Sincerely,

Russell Tolentino

Russell Tolentino

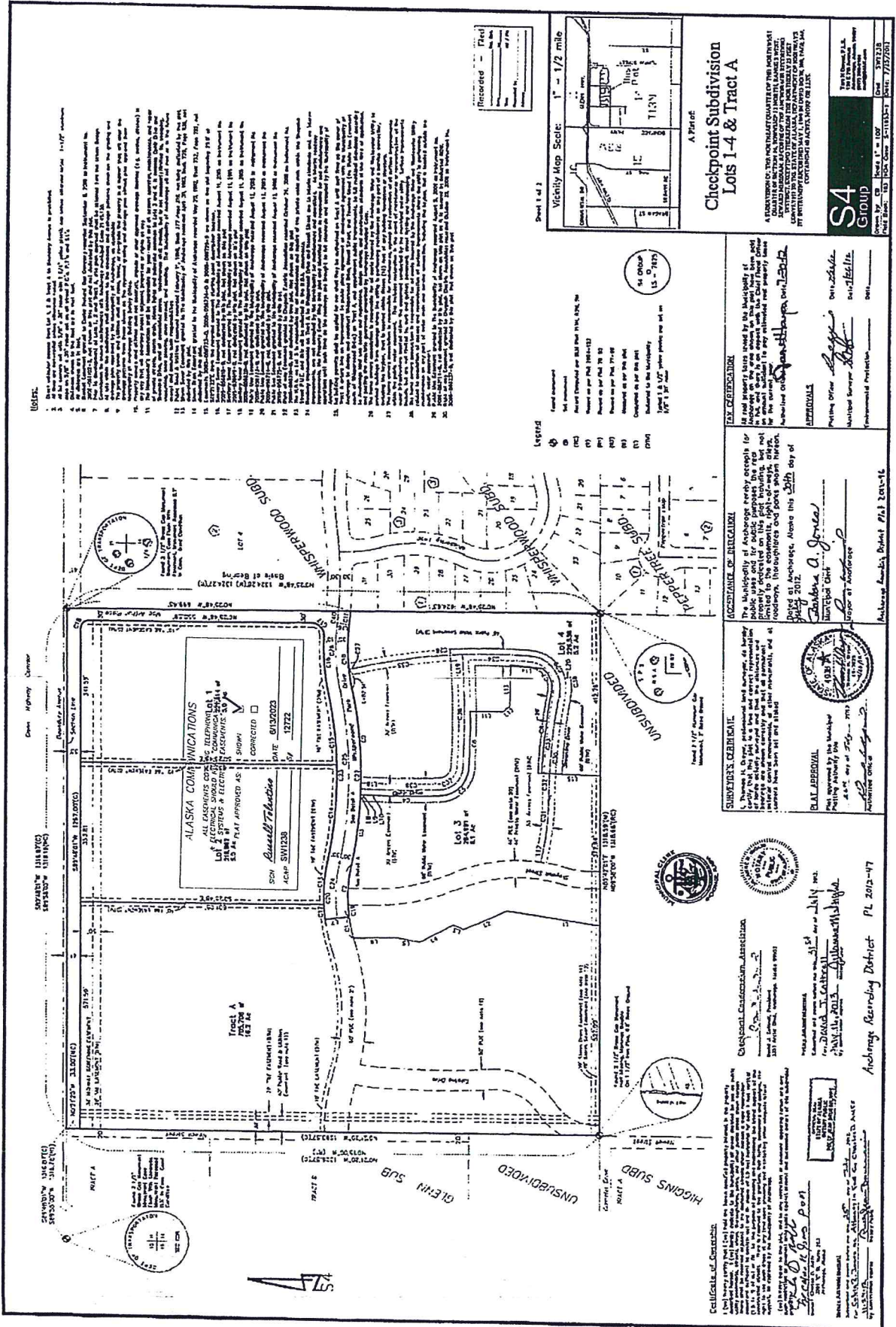
Network Engineer III

600 Telephone Ave, Anchorage, AK 99503

(d) 907-564-1423 | (c) 907-240-8753

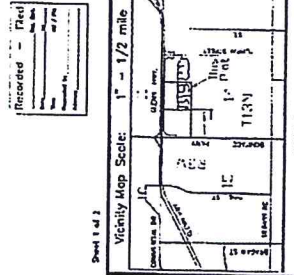
russell.tolentino@acsalaska.com





NOTES:

1. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
2. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
3. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
4. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
5. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
6. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
7. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
8. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
9. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.
10. The subdivision is shown on the Alaska Department of Transportation and Public Facilities (ADOT&PF) map of the State of Alaska, Plate 1-177, as shown.



Checkpoint Subdivision Lots 1-4 & Tract A

A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST 1/4 OF SECTION 10, T13N, R13E, S10E, ALASKA, AND ADJACENT TRACTS, BEING THE SAME AS SHOWN ON THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) MAP OF THE STATE OF ALASKA, PLATE 1-177, AS SHOWN.

S4	Group
Form No. 100	Form No. 100
Form No. 100	Form No. 100
Form No. 100	Form No. 100

- Legend:**
- 1. Subdivision boundary
 - 2. Subdivision boundary
 - 3. Subdivision boundary
 - 4. Subdivision boundary
 - 5. Subdivision boundary
 - 6. Subdivision boundary
 - 7. Subdivision boundary
 - 8. Subdivision boundary
 - 9. Subdivision boundary
 - 10. Subdivision boundary

APPROVALS:

Surveyor: *[Signature]* Date: 01/30/2023

City Engineer: *[Signature]* Date: 01/30/2023

County Engineer: *[Signature]* Date: 01/30/2023

ACCEPTANCE OF INCORPORATION:

The Municipality of Anchorage hereby accepts for public use and for public purposes the easement and right-of-way shown on this map, and the same shall be subject to the same terms and conditions as the easement and right-of-way shown on the map.

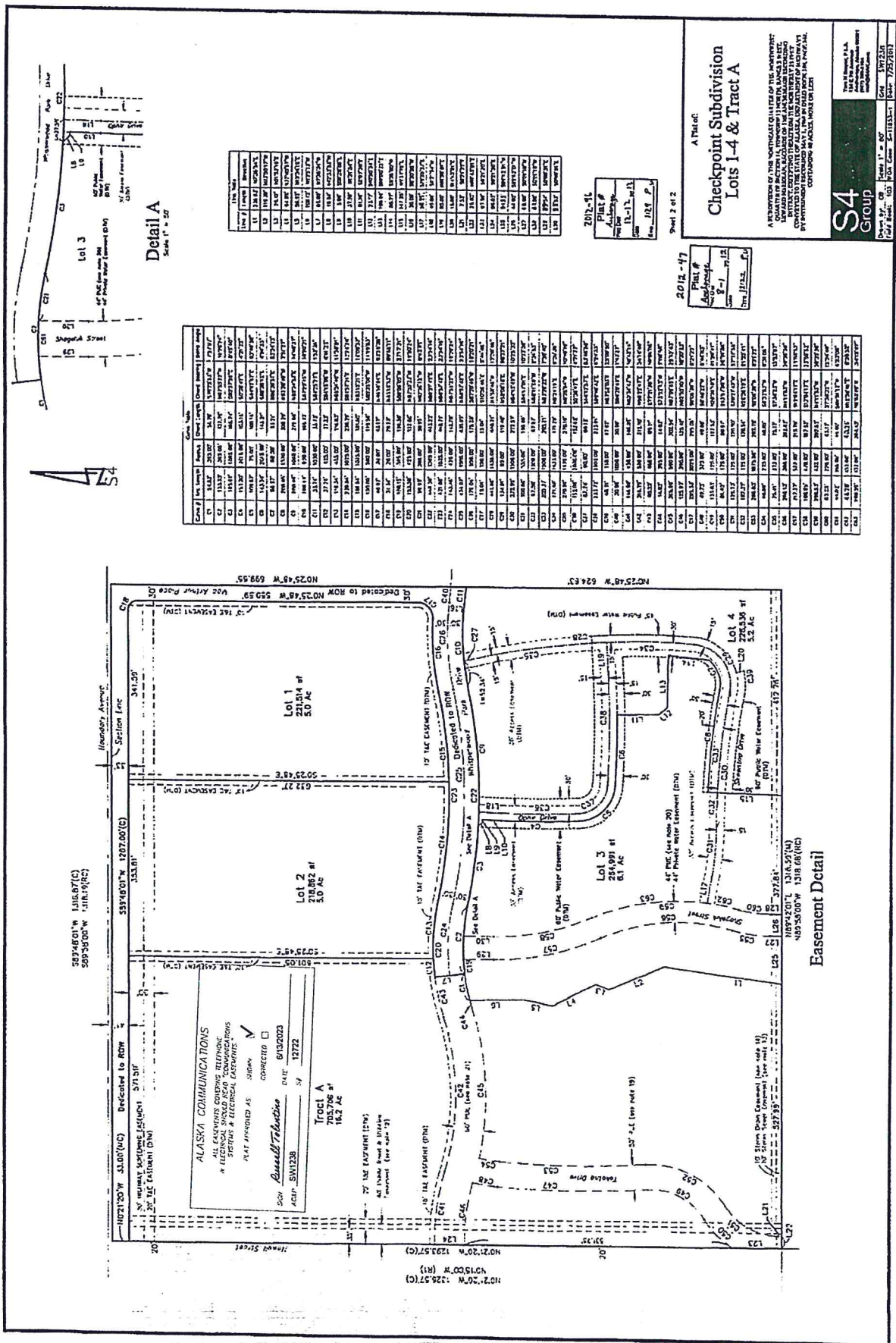
[Signature] Mayor of Anchorage

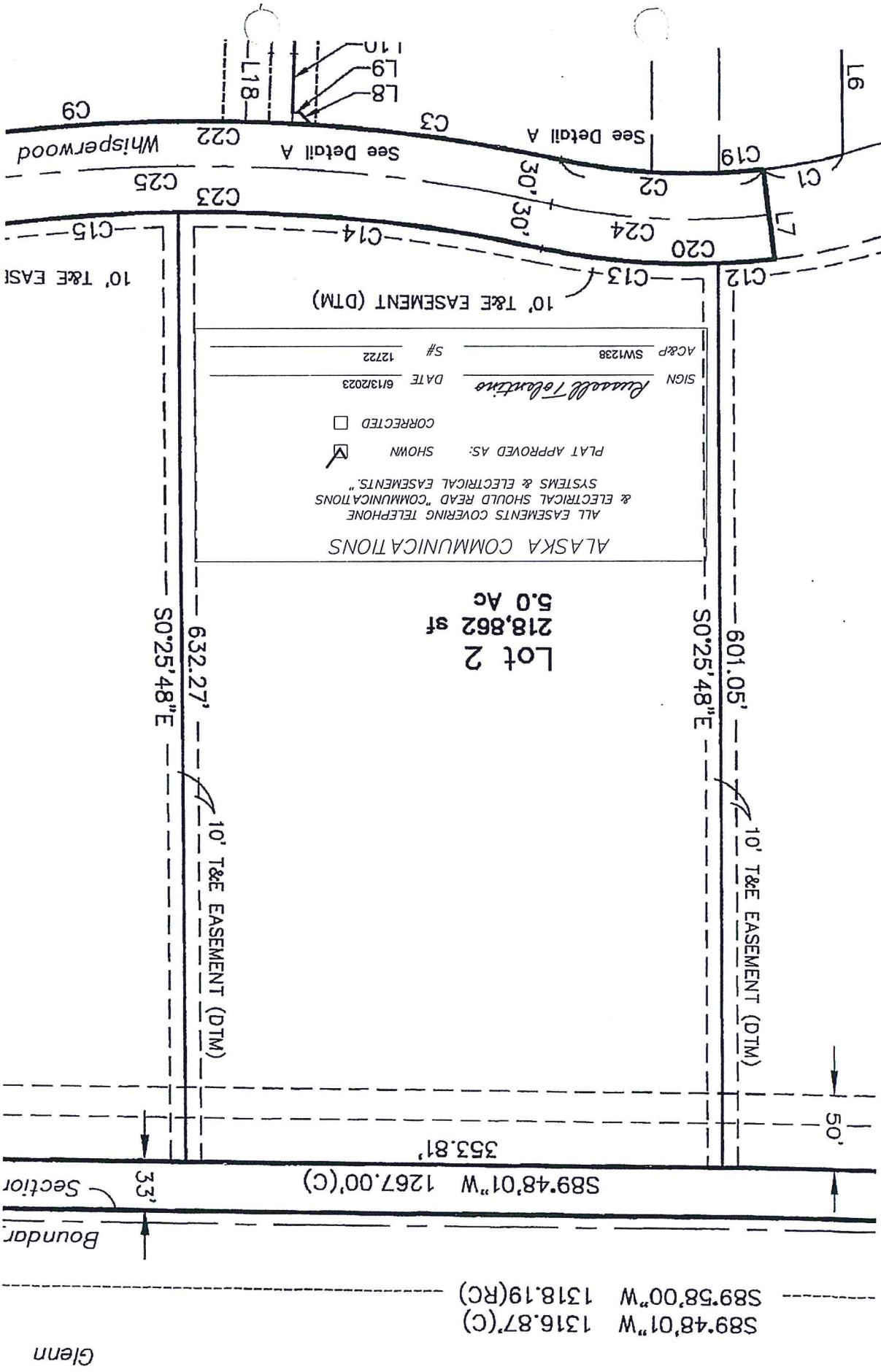
PLAT APPROVAL:

Plat approved by the Municipality of Anchorage on this day of July, 2023.

[Signature] City Engineer

ANCHORAGE RECORDING DISTRICT PL 2023-47





Onsite



**Municipality of Anchorage
Development Services Department
Water and Wastewater Section**



MEMORANDUM

RECEIVED

DATE: June 12, 2023
TO: Dave Whitfield, Current Planning Manager
FROM: Deb Wockenfuss, On-Site Water and Wastewater Section
SUBJECT: Comments on Cases due June 21, 2023

JUN 13 2023

The On-Site Water & Wastewater Program has reviewed the following cases and has these comments:

S12728 Bri Estates Subdivision

Submit plans, data, tests and engineering reports to the Onsite Water and Wastewater Section that substantiates:

1. that there is adequate and safe potable water for each proposed lot and neighboring lots. This requirement was formerly in AMC 21 but has been removed. The Onsite Water and Wastewater Section recommends this investigation of water availability for proposed subdivisions to ensure that there is adequate water for domestic purposes. A proposed subdivision with more than 5 lots should have an aquifer test performed by a hydrogeologist.
2. the capability of the proposed lots to adequately dispose of wastewater, see AMC 15.65.405 for requirements.

The application states that the 100' septic easement will be vacated and a plat note used instead. The note is not required, AMC 15.65 Wastewater Code does allow separations less than 100' to surface water.

S12732 & S12722 Base Camp 907

No objection

S12733 Pioneer Estates West Subdivision

1. The wastewater system for the house is undersized. The system is to be upgraded, if necessary, prior to final plat approval.
2. The 2021 well permit is to be closed prior to final plat approval.
3. There appears to be cabins on the lot. These are to be removed or have approved water and wastewater facilities prior to final plat approval.

Submit plans, data, tests and engineering reports to the Onsite Water and Wastewater Section that substantiates:

1. that there is adequate and safe potable water for each proposed lot and neighboring lots. This requirement was formerly in AMC 21 but has been removed. The Onsite Water and Wastewater Section recommends this investigation of water availability for proposed subdivisions to ensure that there is adequate water for domestic purposes. A proposed subdivision with more than 5 lots should have an aquifer test performed by a hydrogeologist.
2. the capability of the proposed lots to adequately dispose of wastewater, see AMC 15.65.405 for requirements.



ENSTAR Natural Gas Company, LLC
Engineering Department, Right of Way Section
401 E. International Airport Road
P. O. Box 190288
Anchorage, Alaska 99519-0288
(907) 277-5551
FAX (907) 334-7798

June 7, 2023

RECEIVED

JUN 07 2023

Municipality of Anchorage, Planning Division
PO Box 196650
Anchorage, AK 99519-7943

To whom it may concern:

ENSTAR Natural Gas Company has reviewed the following long plats and has no comments or recommendations.

- PARENT LOTS 1A-7A, TRACTS 1,2,3, A, & B BASE CAMP 907 SUBDIVISION
MOA Case # (S12732)
- LOTS 1-47, BASE CAMP 907 SUBDIVISION
MOA Case # (S12722)

If you have any questions, please feel free to contact me at 334-7944 or by email at james.christopher@enstarnaturalgas.com.

Sincerely,

James Christopher

James Christopher
Right of Way & Compliance Technician
ENSTAR Natural Gas Company, LLC

MUNICIPALITY OF ANCHORAGE



Development Services Department
Addressing email: addressing@muni.org

Phone: 907 343-8466
Fax: 907 249-7868

RECEIVED

Mayor Dave Bronson

MAY 31 2023

S-12722, BASE CAMP 907 SUBDIVISION, LOTS 1-47, SW1238

- a. In platted PLAN area:
 - i. Include Street Name for dedicated ROW.
- b. In OVERVIEW area:
 - i. Include Street Name for dedicated ROW.

Regards,

Todd Burns
MOA Addressing
907.343.8244

Kimmel, Corliss A.

From: Fisher, Timothy W (DPS) <timothy.fisher@alaska.gov>
Sent: Tuesday, May 30, 2023 11:30 AM
To: Blake, Lori A.
Cc: Kimmel, Corliss A.
Subject: RE: S12722 Request for Reviewing Agency Comments

RECEIVED

MAY 30 2023

[EXTERNAL EMAIL]

Hey Lori and Corliss;

This is in Northeast, Anchorage, which is out of our Jurisdiction, but if not...a review would be required as it is more than 4 units, but not objection as it is Deferred to Anchorage.

Alaska State Fire Marshals Office has no objections on this lot separations. One, Two, and Three Family Dwellings are not reviewable until a Four Plex or Four Units within 20' of each other or Other commercial businesses on the properties.

This did not stipulate as to the structures...except it appears to be single family homes and not commercial businesses thus no objections.

Take care;

Tim

Plans Examiner II
www.akburny.com ,
Plan Review Bureau
SOA, DPS, DFLS

From: Walters, Sharon M. <Sharon.Walters@anchorageak.gov>
Sent: Tuesday, May 30, 2023 9:36 AM
Cc: Walters, Sharon M. <Sharon.Walters@anchorageak.gov>
Subject: S12722 Request for Reviewing Agency Comments

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello all. Attached please find our Routing Coversheet for the above referenced Long Plat Case No. S12722 which is scheduled as a Public Hearing before the Platting Board on 07/19/2023. Routing material can be viewed by clicking on the link below, scrolling to bottom of page and selecting S12722 Reviewing Agency Routing. **PLEASE REMIT COMMENTS EITHER BY MAIL OR EMAIL AS FOLLOWS:** by email to Corliss Kimmel & Lori Blake (corliss.kimmel@anchorageak.gov & lori.blake@anchorageak.gov) or by USPS to the address listed in the upper right hand corner of the Routing Cover Sheet.

[Planning Application Status - CityView Portal \(muni.org\)](http://muni.org)

POSTING AFFIDAVIT



AFFIDAVIT OF POSTING

CASE NUMBER: 512722

I, Kate Sore hereby certify that I have posted a Notice as prescribed by Anchorage Municipal Code 21.03.020H.5. on the property that I have petitioned for long plat subd. The notice was posted on 6/2/23 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 5 day of June, 2023.



Signature

LEGAL DESCRIPTION

Tract or Lot: 1, 2, 3, A, B

Block: _____

Subdivision: Base Camp 907 Subdivision