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CLIFF POINT ESTATES SUBDIVISION
HOA, CC&R's, and ARB DESIGN GUIDELINES
KODIAK, ALASKA

January 15, 2020

**Record in the Kodiak Recording District
After Recording Return to:**

Janella Kamai
Manley & Brautigam P.C.
1127 West 7th Avenue
Anchorage, AK 99501

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration"), amends and supplants that initial Declaration of Covenants that was made effective the 15th day of November 2017, and recorded in the Kodiak Recording District as document number 2017-001811-0 on November 16, 2017, by Oceanfront Kodiak LLC, an Alaska limited liability company ("Oceanfront"), hereinafter referred to as "Declarant." This Declaration also amends and supplants the First Amendment, dated September 26, 2019, and recorded in the Kodiak Recording District as document number 2019-001561-0. This Declaration is updated by majority vote of the Cliff Point Estates Homeowners Association, an Alaskan nonprofit corporation, effective the 14th day of January 2020, hereinafter referred to as "Association."

- A. Oceanfront is the owner in fee simple of certain real property located in Kodiak, Kodiak Island Borough, State of Alaska, which is a residential subdivision commonly known as Cliff Point Estates, governed by the Cliff Point Estates Homeowners Association.
- B. For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting Cliff Point Estates, Declarant hereby declares that all of the real property described above and each part thereof and any properties subsequently annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.



COVENANTS, CONDITIONS, AND RESTRICTIONS

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

“Animals” shall mean and refer to all creatures not considered pets that require perpetual living spaces outside an owner’s home. Animals include, but are not limited to: horses, livestock, cattle, pack animals, chickens and poultry, waterfowl, deer, etc.

“Association” shall mean and refer to Cliff Point Estates Homeowners Association, an Alaskan nonprofit corporation, its successors, and assigns.

“Beach Access” shall mean and refer to easements required on certain properties set aside for the community as a means of connection to beach properties. Beach Access is determined by the Declarant or the Association as a necessary thoroughfare for the purposes of providing entry, handicap access, or medical access to Cliff Point Estate’s public beaches for communal enjoyment and the protection of the environment.

“Board of Directors” shall mean and refer to the Board of Directors of Cliff Point Estates Homeowners Association.

“Common Area” shall mean and refer to all real property owned by the Association for the common use and enjoyment of all owners. This property includes areas along roads running through the Cliff Point Estates or any tract of land later acquired or designated by the Cliff Point Estates Homeowners Association for common use, as shown on the recorded Plat of Cliff Point Estates referred to below (Plat 2017-10, 2018-3, 2018-12, 2019-4, 2019-5, and 2019-9 of the Kodiak Recording District) or any other parcel of land later acquired and conveyed, subject to the scheme of this Declaration pursuant to Article III of this Declaration. The Declarant will, at a future date, deed to the Association the following described property:

Lot 1 of Cliff Point Estates Oceanfront Addition No. 1, according to Plat No. 2017-10; and

Lot 7 of Cliff Point Estates Oceanfront Addition No. 4, according to Plat No. 2019-9.

“Common Interest Community” means that certain real property described hereinabove and in Article II.

“Declarant” shall mean and refer to Oceanfront Kodiak LLC.

“Developer” shall mean and refer to Oceanfront Kodiak LLC, its successors, and assigns (also referred to in this document as “Oceanfront LLC” or “Oceanfront”) or its successors and assigns, if such successor or assign acquires the rights, title, and interest of Oceanfront Kodiak LLC to this Declaration.



“Lot” shall mean and refer to any tract of land shown on the recorded plat of Cliff Point Estates referred to below (Plat 2017-10, 2018-3, 2018-12, 2019-4, 2019-5, and 2019-9 of the Kodiak Recording District), any other parcel of land currently owned or later acquired by Declarant or Developer which is conveyed subject to the scheme of this Declaration pursuant to Article III of this Declaration.

“Main Road” shall mean and refer to any road structure, including the initial road system, serving as an access to the driveways of any property containing two or more lots with occupied living structures.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot which is a part of the Cliff Point Estates subdivision, including the Declarant and including contract sellers, but not including contract purchasers and not including those having such interest merely as security for the performance of an obligation.

“Pets” shall mean and refer to small domestic animals that are typically kept as companion animals, to include, but not limited to: cats, dogs, fish, mice, ferrets, rabbits, guinea pigs, and small reptiles.

“Plat” shall mean and refer to the Cliff Point Estate plat of the properties recorded in the Kodiak Recording District, as the same may be hereafter amended or supplemented.

“Private Driveway Easement” shall mean and refer to the easement required on certain properties for the necessary means of access to Owner’s lots, as determined by Oceanfront Kodiak LLC or the Association, maintained and cared for by those Owners who benefit from the easement.

“Properties” shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

“Site” shall mean an area on a Lot where a proposed alteration or improvement is planned or proposed.

“Walking Path Easement” shall mean and refer to the easement required on certain properties for the purposes of providing community paths and trails for the purposes of community enjoyment and the controlled protection of the native environment.

“Watershed Conservation Area” shall mean those areas of land defined as “wetlands” under federal law and “Class B wetlands” under municipal designation; a ten-foot wide buffer from the wetlands; all creeks, except areas around road crossings; and, up to a 50-foot setback (buffer) from each bank of all creeks, except areas in the proximity of road crossings. Additional exceptions shall include exceptions permitted by law and permit, including, but not limited to, exceptions permitted under the 404 Army Corps of Engineers Permit (POA-2002-1215-D) that applies to Cliff Point Estates and other applicable permits and permissions.



**ARTICLE II.
APPLICATION OF DECLARATION**

Section 2.01 Name.

This development shall be known and designated as Cliff Point Estates, a subdivision located in Kodiak, Alaska, within the Third Judicial District.

Section 2.02 Type of Common Interest Community.

This is a Common Interest Community which is a planned community as anticipated under Alaska Statute 34.08.130.

Section 2.03 Real Estate.

The real property to which the covenants, conditions, and restrictions in this Declaration apply consists of a maximum of one hundred eighty (180) lots ("Lots") in Cliff Point Estates subdivision.

Specifically, these Lots are:

Lots 1-3 and Lots 6-11 of Cliff Point Estates Oceanfront Addition No. 1, according to Plat No. 2017-10; Lot 4A of Cliff Point Estates Oceanfront Addition No. 1, according to Plat No. 2018-12; Lots 12-34 of Cliff Point Estates Oceanfront Addition No. 2, according to Plat 2018-3; Lots 1-6 Block 1, Lots 1-9 Block 2, Lots 1-11 Block 3, Lots 1-5 Block 4, Lots 1-5 Block 5 of the Cliff Point Estates Oceanfront Addition No. 3, according to Plat No. 2019-4 and Plat No. 2019-5; Lots 1-16 and Tract E-1 of Cliff Point Estates Oceanfront Addition No. 4, according to Plat No. 2019-9. All of these Plats are filed in the Kodiak Recording District.

**ARTICLE III.
THE ASSOCIATION**

Section 3.01 Association Governance.

The Association shall be governed by its Bylaws, as amended from time to time. The Association shall have all the powers, authority, and duties permitted pursuant to the Alaska Nonprofit Corporation Act necessary and proper to perform its functions under this Declaration.

Section 3.02 Declarant Control.

Declarant shall retain control of the Association during which time the Declarant, or the person(s) designated by the Declarant, may appoint and remove the officers and members of the executive board. The Declarant shall terminate Declarant's control no later than the earlier of:



- (a) Sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created to Lot Owners other than a Declarant;
- (b) Two (2) years after all Declarants have ceased to offer units for sale in the ordinary course of business; or
- (c) Two (2) years after any right to add new Lots was last exercised.

Upon relinquishing control, Declarant shall deliver to the Association all items required under Alaska Statute 34.08.340.

Section 3.03 Executive Board of Directors.

- (a) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created to Lot Owners other than a Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the executive board must be elected by unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Lot Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the executive board must be elected by unit Owners other than the Declarant.
- (b) Upon the surrender of authority by the Declarant, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association as set forth in the Articles of Incorporation and Bylaws for the Association.
- (c) The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Articles of Incorporation, the Bylaws, or any applicable statutory law. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association which shall include, but are not limited to, the following:
 - (i) Collect assessments from Owners;
 - (ii) Institute, defend, or intervene in litigation, administrative proceedings or seek injunctive relief for violation of the Association's Declaration or Bylaws in the Association's name on behalf of the Association or two (2) or more Owners on matters affecting the Association;
 - (iii) Make contracts and incur liabilities;
 - (iv) Administer, regulate, operate, repair, and maintain the Common Area;
 - (v) Provide for the indemnification of the Association's officers and Board of Directors and liability insurance; and



- (vi) Impose a reasonable charge for late payment of assessments and, after notice to the relevant Owner and the opportunity for such Owner to be heard, levy a reasonable fine for any violations of this Declaration and the Bylaws, whether such violations be related or unrelated to assessments; such charges and fines may be imposed on a continuing basis until the relevant violation is cured.

Section 3.04 Membership.

Every Owner of a Lot shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.05 Voting Rights.

The Association shall have two classes of voting membership:

(a) Class A

Class A members shall be all Owners with one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons may be members, and the vote for such Lot may be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. The Declarant shall not be a Class A member until the Class B membership of Declarant ceases and becomes converted to Class A membership.

(b) Class B

The Class B member(s) shall be the Declarant plus its successors and assigns, in whole or in part, who acquire more than one (1) undeveloped Lot, subject to regulation and assessment by the Association, for the purpose of development of such Lots for sale, in the ordinary course of business, as improved Lots – each such person shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the earlier to occur of the following events:

- (i) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) On when the Declarant, at its sole discretion, surrenders its control of the Association at any time after September 1, 2022.



**ARTICLE IV.
ADMINISTRATION AND MANAGEMENT**

The Association shall manage, supervise, maintain, and pay all taxes and assessments on the Common Area, and shall provide maintenance to individual Lots as described herein below.

Section 4.01 Common Area.

The Association shall provide exterior maintenance upon the Common Areas as follows: (1) painting, maintenance, repair, and replacement of Common Area fencing, Common Area utility systems, and any other Common Area; (2) maintenance and repair of all Common Area paving, including private streets, walks, and common parking area; (3) landscape care; and (4) snow removal.

Section 4.02 Association's Right to Provide Additional Maintenance.

Notwithstanding the provisions of this Declaration, the Board of Directors of the Association may, at any time and from time to time, determine that the Association shall provide additional exterior maintenance upon the structure and/or other improvements located on each Lot which is subject to assessment hereunder. In the event that the Association elects to provide such additional maintenance, the costs thereof shall be common expense of the Association as provided in Article VI hereof, and the amount of the actual assessments levied by the Association pursuant to Article VI shall be adjusted accordingly, with regard to the anticipated costs of providing such maintenance and any reserve therefor. Any such additional maintenance services provided in accordance with this Section may also be revoked, at any time and from time to time, by the Board of Directors of the Association.

Section 4.03 Association's Right to Repair, Maintain, and Restore.

The Owner of each Lot hereby grants to the Association, its agents, employees, and independent contractors an easement over and across his or her Lot for the purpose of performing such maintenance and repair work. In the event any Owner shall fail to perform his or her maintenance or repair obligations as provided herein in a manner satisfactory to the Board of Directors of the Association, the Association shall, if said notice of said failure continues for a thirty (30) day period after written notice to said Owner by the Board, enter upon said Lot within a reasonable time period to repair, maintain, and restore the Lot, the exterior of the structure and other improvements erected thereon. The cost of such maintenance, repair, or restoration shall be the personal obligation of the Owner of the Lot on which such work is performed, shall be added to and become part of the assessment of which such Lot is subject, and shall become a lien against such Lot as provided in Article VI.

Section 4.04 Owner's Negligence.

Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance or repair of the Common Area, a Lot, or any improvement



located thereon, is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest, or invitee of such Owner, or any tenant or tenant's family, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses, and fees incurred by the Association for such maintenance, repair, or reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in Article VI of this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of an Owner's family or a guest or invitee of any Owner, or tenant or tenant's family, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by the Owner to a court of law.

Section 4.05 Main Road Designation and Maintenance.

The Association will be responsible for the maintenance and upkeep of the primary "main" road systems of Cliff Point Estates. All roads servicing less than two (2) Properties with occupied living structures will NOT be considered Main Roads and will fall to their respective property Owners for upkeep and maintenance.

The Association will draft and put into place a road maintenance plan, updated from time to time, to reflect changes to the Main Road system, as defined, to provide services for the community and paid for by the Association.

Section 4.06 Maintenance by Owners.

- (a) Each Owner shall be responsible for the maintenance of all driveway easements serving their property, and all road easements serving their property until such a time that the road is designated a Main Road.
- (b) Each Owner shall, at his sole cost and expense, maintain and repair his or her residence.

Section 4.07 Professional Management.

No contract or agreement for professional management of the Association nor any other contract with Declarant shall be for a term in excess of two (2) years. Any such agreement or contract shall provide for termination by either party, with or without cause, without any termination fee, by written notice of ninety (90) days or less.



**ARTICLE V.
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO,
DELETIONS THEREFROM**

Section 5.01 Land Subject to this Declaration.

The real property which is and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration is located in Kodiak, Alaska, and comprises all the lots, tracts, and easements shown and/or platted within or upon the property described in Section 2.03, as recorded in the Department of Natural Resources Recorder's Office, Kodiak Recording District, Third Judicial District, State of Alaska.

Section 5.02 Platting and Development Rights of Declarant.

The Declarant shall be entitled, at any time and from time to time, to plat and/or replat all or any part of the property, as allowed by law, and to file subdivision restrictions and or amendments thereto with respect to any undeveloped portion, or portions of, or additions to Cliff Point Estates. All current Plats shall be maintained with the Association and available for review in the future upon requests.

Declarant reserves the right to develop the following:

- Tract B and C, of Cliff Point Estates Oceanfront Addition No. 1, according to Plat No. 2017-10
- Tract D of Cliff Point Estates Oceanfront Addition No. 3, according to Plat 2019-5
- Tract E1 of Cliff Point Estates Oceanfront Addition No. 4 according to Plat 2019-9
- Tract F of Cliff Point Estates Oceanfront Addition No. 4 according to Plat 2019-4

The Declarant shall be allowed to develop and sell Lots within the Cliff Point Estates. Declarant shall not create more than one hundred eighty (180) Lots, with each Lot containing no less than two (2) acres of land. All Lots developed hereunder shall be for residential purposes only.

Declarant shall be allowed, but not required, to build upon the Common Areas buildings that fulfill the purpose and needs of the Cliff Point Estates. Declarant shall not build commercial buildings, but may build structures that support the purposes outlined in Section 12.10 for the Common Use Area. Buildings and improvements on the Common Areas must meet the design specifications set forth in this Declaration and approved by the Architectural Review Board.

Declarant has made no assurances regarding any commitments to build on any of the Common Areas. Likewise, no assurances are made by the Declarant regarding any structural components and designs of any potential buildings on the Common Area other than set forth above.



Declarant has made no further assurances under Alaska Statute 34.08.540.

Section 5.03 Additional Land/Deleted Land.

Developer may, but shall have no obligation to, add or subtract at any time or from time to time to the scheme of this Declaration additional lands, provided only that: (a) it is allowable by law; (b) any portions of the additional land from time to time added to the scheme of this Declaration shall be located within Kodiak, Alaska then subject to the scheme of this Declaration; (c) any portions of such additional land shall at the time of addition to this scheme, be platted as single-family residential lots; and (d) upon addition or deletion of the additional land to the scheme of this Declaration, the Owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association for their pro rata share of Association expenses. The addition or deletion at any time or from time to time of all or any portion(s) of the additional or deleted land to the scheme of this Declaration shall be made and evidenced by filing in the public records of the Kodiak Recording District, a supplementary Declaration with respect to that portion of the additional or deleted land to be added or removed. Declarant reserves the right to amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or mortgagee of land in Cliff Point Estates.

**ARTICLE VI.
COVENANT FOR MAINTENANCE, REPAIR, AND REPLACEMENT**

Section 6.01 Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) a one time, initial \$3,000 membership fee; (2) annual assessments or charges; and (3) special assessments for capital improvements, such assessments to be established and collected as provided. The regular and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interests, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 6.02 Purpose of Assessments.

The assessments levied by the Association shall be used for the maintenance and repair of the Main Roads, drainage, street signs, and street lighting serving the Properties. The Association may, by the majority vote of the members, elect to use assessments for any other legal purpose which serves to promote the recreation, health, safety, or welfare of the residents in the Properties, including operating community water and sewer systems. Notwithstanding the foregoing, Owners may be required to pay certain fees ("optional user fees") for services provided by the Association to an individual Lot at the request of



the Owner so long as the amount of such fees is designated and known to the other Owner prior to the service being provided and the Owner voluntarily agrees to such payment.

Section 6.03 Budgets.

The Board of Directors shall adopt a proposed budget for the Association which shall establish the amount of assessments due pursuant to this Article. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the executive board shall provide a summary of the budget to each unit Owner, and shall set a date for a meeting of the unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all unit Owners or any larger vote specified in the Declaration reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the unit Owners continues until the unit Owners ratify a budget proposed by the executive board.

Section 6.04 Date of Commencement of Annual Assessments; Due Dates.

Annual assessments shall commence on January 1, 2020. The annual assessment in 2020, 2021, and 2022 shall be limited to \$1,200 per Lot. The Association shall create and provide annual assessments in accordance with this Declaration and prevailing statutory requirements commencing January 1, 2023. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period in an amount not to exceed the maximum assessment allowable under Section 6.05. Written notice of the annual assessment shall be sent to every Lot Owner subject to these provisions. The due dates shall be established by the Board of Directors which may also provide for the payment of such assessment on a monthly or other periodic basis. The Association shall, upon demand and for a reasonable charge, furnish to any Lot Owner liable for an assessment a certificate signed by an officer of the Association setting forth whether the assessments on the property owned by such Lot Owner have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6.05 Limitation on Assessments.

The annual assessment which may be levied against the Lots, exclusive of optional user fees, as described in Section 6.02, and insurance previously paid by the Association, shall not exceed an annual increase of more than five percent (5%) each year. An increase of more than five percent (5%) shall require a vote approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.06 Rates of Assessment.

Assessments shall be fixed at a uniform rate for all Lots; provided, however, fees, charges, fines (whether such fees, charges, or fines be related or nor unrelated to



assessments), late charges, collection costs, and interests charged may be assessed solely against the Lot and Lot Owner to which they are attributable.

Section 6.07 Emergency Provisions.

The Board of Directors may fix an emergency assessment not in excess of \$250 per lot by a two-thirds (2/3) vote of the entire membership of the Board. The Directors shall have sole discretion as to what constitutes an emergency. Such assessment shall only be fixed at a duly constituted meeting of the Board when:

- (a) Conditions do not allow time for a special or regular meeting of the Association membership to be called; and
- (b) The Association's funds are not adequate to pay the cost of action to be taken.

Section 6.08 Special Assessments for Capital Improvements.

Subject to the approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, the Association may levy a Special Assessment for Capital Improvements. The Special Assessment is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, or upon public roads, including rights-of-way, serving the Properties, including fixtures and personal property related thereto.

Section 6.09 Notice and Quorum for Any Action Authorized Under Section 6.05 and Section 6.06.

Written notice of any meeting called for the purpose of taking any action authorized under Section 6.05 or Section 6.06 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.10 Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, or abandonment of the Owner's Lot(s).



Section 6.11 Subordination of the Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.12 Professional Management.

No contract or agreement for professional management of the Association nor any other contract with Declarant shall be for a term in excess of two (2) years. Any such agreement or contract shall provide for termination by either party, with or without cause, without any termination fee, by written notice of ninety (90) days or less.

**ARTICLE VII.
PROPERTY RIGHTS**

Section 7.01 Watershed Conservation Areas “Wetlands.”

Owner’s need to be aware that certain Properties contain, in whole or in part, Wetlands. Upon purchase, the Owner bears all current and future responsibility of Wetland areas and their compliance with government regulations.

Section 7.02 Right of Entry.

The Declarant and the Association, through their authorized representatives and or contractors, shall have the right to enter a Watershed Conservation Area by entering and/or crossing a privately owned Lot(s), upon twenty-four (24) hour notice to the Owner of the private Lot(s), in order to check on the integrity of the Watershed Conservation Areas.

Section 7.03 Easements.

For the necessary access of Owner Lots, community areas, beaches, and utilities, Properties will be subject to various easements, as determined from time to time by the Declarant and/or the Association. These easements will create no unreasonable burden on the property Owner but provide necessary access points and environmental protections for the healthy development and community enjoyment of Cliff Point Estates. These easements include, but are not limited to, walking path easements, driveway easements, public easements, utility easements, and road easements.

The Association will maintain and update an annual map reflecting the current and proposed easements on all Cliff Point Estates Properties.



**ARTICLE VIII.
PROPERTY RIGHTS IN COMMON AREA**

Section 8.01 Dedication of Common Area.

Declarant hereby dedicates the Common Area to the common use and enjoyment of the Owners, as provided herein, but not for use by the general public.

Section 8.02 Owner's Easements of Enjoyment in Common Area.

Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights and rights to use the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of membership hereunder has been recorded, agreeing to such dedication, transfer, purpose, or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least thirty (30) days in advance of any action taken; and provided further that the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause.
- (c) The right of the Association to close or limit the use of the Common Area while maintaining, repairing, and making replacements in the Common Area.

Section 8.03 Delegation of Use.

Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on his or her Lot.

Section 8.04 Title to the Common Area.

Declarant hereby covenants for itself, its successors, and assigns, that it will convey title to the Association, free and clear of all liens and encumbrances, except for easements, rights of way, and restrictive covenants of record, when the Declarant relinquishes control.



**ARTICLE IX.
ARCHITECTURAL REVIEW BOARD**

The Architectural Review Board ("ARB") shall be established to review and approve building design, construction, and site plans of all new construction and improvements to buildings and landscaping of all Properties in the Cliff Point Estates subdivision. They shall ensure that all developments are consistent with the quality and beauty that attracted the Owner of each Lot to this development.

Section 9.01 Composition of Committee.

- (a) The ARB is hereby created to enforce the construction requirements and use restrictions under Article IX, Article X, and Article XI of this Declaration and to otherwise ensure that all improvements within Cliff Point Estates maintain and preserve the beauty and aesthetics of Cliff Point Estates. The ARB shall initially consist of the currently elected Board of Directors of the Cliff Point Estates Homeowner's Association and their appointees or designees.

- (b) The Cliff Point Estates Homeowner's Association Board of Directors has the power to "appoint," as provided herein, and shall include, without limitation, the power to: constitute the initial membership of the ARB; appoint member(s) to the ARB on the occurrence of any vacancy therein, for whatever reason; and remove any member of the ARB, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be met from time to time in the discretion of the appointer. The ARB is open to all Lot Owners of Cliff Point Estates.

Section 9.02 Review by ARB.

- (a) No improvements shall be initially constructed, erected, placed, planted, applied, or installed upon any Lot, or upon any common element, unless approved by the ARB in writing as defined in Article IX and Article X. All improvements and erected structures on the Lots as of January 1, 2020 shall be deemed approved by the ARB. Review is required by all improvements and structures built or erected after January 1, 2020.

- (b) Depending on the nature and scope of the proposed modification, the ARB may require applicants to submit all the plans required for new construction or a substantially reduced list of exhibits. Applicants should request an initial meeting to determine the amount of detail that the ARB will require to review the proposed modification. The ARB shall exercise its judgment in its sole discretion to determine all improvements conform to and harmonize with the existing surroundings, residences, landscaping, and structures. Applicants shall be responsible for complying with all federal, State of Alaska, and Kodiak Island Borough laws and regulations.



- (c) While design guidelines are intended to provide a framework for construction and modifications, they are not all-inclusive in the review process; the ARB may consider the quality of workmanship and design, compatibility of design to existing structures, and location in relation to surrounding structures, topography, and finished grade elevation, among other things. Review decisions may be based on purely aesthetic considerations, such as color or style.
- (d) The ARB will not review or approve of any impacts on Watershed Conservation. Applicants shall be responsible for complying with all necessary permits and restrictions concerning Wetlands, streams, and associated buffers.

Section 9.03 New Construction Drawing Submittal.

- (a) Building, unless otherwise determined through a preliminary meeting and/or review, a formal request for plan review should be accompanied by two (2) sets of the following plans.
 - (i) Site Plan. To include the preliminary site layout including the location of proposed improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks, and grading plan.
 - (ii) Floor Plan. Plan view of project including decks, patios, stoops, retaining walls related to the residential dwelling, trash enclosures, outbuildings, and screening for the same.
 - (iii) Elevations. All aspects (North, South, East, and West) to show exterior design, materials, color, etc. and indicating the maximum height of a residential dwelling.
 - (iv) Other. Such other information, data, and drawings as may be reasonably requested including, without limitation, drainage, lighting, satellite dish placement, landscaping, and as well as such other materials and information as may be required by the ARB.
 - (v) 3D Color Rendering. To provide visual representation of the proposed plan in its final completed state.
- (b) The applicable set of drawings and/or details may be reduced or expanded based on the preliminary meeting and agreed to by the applicant and the ARB during the preliminary meeting and any following written correspondence. Building plans must have been reviewed by a licensed engineer before submittal.



Section 9.04 Criteria for Approval.

The ARB shall approve any proposed improvement only if it deems in its sole discretion that the improvements comply with and meet the Architectural Review Standards, the improvement in the location indicated will not be detrimental to Cliff Point Estates, that the appearance of the proposed improvement will be in harmony with the surrounding areas of Cliff Point Estates, and that the improvement will not detract from the beauty, wholesomeness, and attractiveness of Cliff Point Estates, or the enjoyment thereof by Owners. The ARB may condition its approval of any proposed improvement upon the making of such changes therein as the ARB may deem appropriate. All approvals will require an updated site plan containing all buildings and changes to the property.

Section 9.05 Architectural Review Standards.

The Architectural Review Standards are listed below in Article XI and shall serve as the basis for the review of all new projects in Cliff Point Estates.

Section 9.06 Procedures.

- (a) The ARB shall review all submitted plans and render one (1) of four (4) following types of decisions in writing, within thirty (30) days after the ARB is in possession of the required copies of a complete set of all plans, specifications, and other materials and information required.
 - (i) Approved: If plans are "Approved," the Owner may begin construction.
 - (ii) Approved with Comments: If plans are "Approved with Comments," the Owner may begin construction but are asked to consider, but are not required to incorporate, the recommendations of the ARB.
 - (iii) Approved Subject to Stipulations: If plans are "Approved Subject to Stipulations," the Owner and approved architects may begin construction but are required to incorporate the stipulated changes prior to submitting the plans for the next phase of the review process.
 - (iv) Not Approved: In the event that plans are "Not Approved," the ARB will provide a written description of the basis for denial. Prior to resubmitting the application, the Owner and approved architects should consult with the ARB to review the deficiencies.
- (b) Given the uniqueness of each residential home site in the community, all approvals granted by the ARB are subject to specific reviews and do not set any precedents for future decisions. The ARB shall have the right to reject designs and to demand that modifications be made, including, but not limited to, modifications to materials and colors.



Section 9.07 ARB Responses.

- (a) Written Approvals/Oral Statements.

Written approvals and comments shall be the sole source of reference regarding ARB decisions. Oral statements may not be relied upon unless incorporated into written comments and received from ARB.

- (b) Any exterior changes made subsequent to the final review must be presented to the ARB for further consideration and approval.

Section 9.08 Stop Work Order.

Work begun prior to the expiration of the thirty (30) day review period without express approval of the ARB, or work that materially varies from approval granted by the ARB, shall be subject to a stop work order until original or variance approval is granted by the ARB in writing. Variance approval is subject to an additional (30) day review period and may incur additional costs to the applicant.

Section 9.09 Vote and Appeal.

A majority vote of the ARB is required to approve a request for approval pursuant to this Article. Any Owner shall have the right to appeal a decision of the ARB by resubmitting the information, documents, and fees set forth above to the ARB; however, such appeal shall be considered only if the Owner has new information which would, in the ARB's opinion, warrant a reconsideration. If the Owner fails to appeal a decision of the ARB, the ARB's decision is final. In the case of a disapproval and resubmittal, the ARB shall have ten (10) calendar days from the date of each resubmittal to approve or disapprove any resubmittal. The failure of the ARB to object or comment within ten (10) calendar days of receipt of the appeal shall not be deemed an approval. A written approval shall be required before moving forward with any appeal. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

Section 9.10 Records.

The ARB shall maintain written records of all applications submitted to it and all actions taken by it thereon and such records shall be available to Owners for inspection at reasonable hours of the business day.

Section 9.11 Liability.

The ARB, as well as any representative of the Board appointed to act on its behalf, shall not be liable in damages to any applicant submitting requests for approval or to any Owner by reason of any act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.



Section 9.12 Variance.

The ARB may grant reasonable variances on or adjustments from any conditions and restrictions imposed by this Article or the Architectural Review Standards, in order to overcome practical difficulties and/or prevent unnecessary hardships arising from reasons including, but not limited to, topography, natural obstructions, environmental considerations, and/or other hardships, that require deviation from the design guidelines. Such variances or adjustments shall be granted only in case that these changes shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof. No variance shall be effective unless granted in writing.

Section 9.13 Waivers.

The approval or consent of the ARB, or any representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the ARB, or any representative thereof, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required.

Section 9.14 Enforcement.

The ARB or its representatives shall have the right, during reasonable hours, to enter upon any site to inspect and ensure that all structures and improvements are constructed in conformance with the approved plans. Any structure, improvement, or landscaping constructed that deviates from the approved plans shall be deemed to be nonconforming. Any improvement constructed, which was not approved by the ARB when constructed, whether completed or not, in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARB, Owners shall, at their own cost and expense, remove such improvement and restore the land to substantially the same condition as existed prior to the nonconforming work within thirty (30) days. Legal costs to the Association for enforcement will be in accordance with the rules outlined in Section 13.01(b). Should an Owner fail to remove and restore as required, any authorized agent of the ARB shall have the right to enter the property, inspect the violation, and hold the violation and its respective fees as lien against the property. Entry for such purposes shall not constitute a trespass. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Owner and the benefited site.

Section 9.15 Kodiak Island Borough and Other Governmental Agency Approval.

The review and approval plans and specifications shall not be a substitute for compliance with all permitting and approval requirements of the Kodiak Island Borough or other governmental authorities. It is the responsibility of the applicant to obtain all necessary permits and approvals.

If the Kodiak Island Borough or any other authority having jurisdiction requires the changes be made to final construction plans previously approved by the ARB, the



applicant must notify the ARB of such changes and receive approval from the ARB prior to implementing such changes.

ARTICLE X. USE RESTRICTIONS

The intent and purpose of this Declaration is to ensure the development of the Lots of Cliff Point Estates according to a common scheme and protect or increase the value, attractiveness, aesthetics, and desirability of the Lots or tracts constituting such subdivision.

Section 10.01 Land Use.

- (a) The property subject to these covenants and restrictions shall be used for single-family residential living units. Owners shall be allowed to lease, both short-term and long-term, their individual Lot(s) so long as Owner remains liable for renter(s) violations of these covenants. Limited home businesses shall be allowed on Cliff Point Estates with the prior written approval from the Association.
- (b) Each Lot shall be limited to one (1) detached single-family dwelling. Lot Owners may construct, erect, and place upon the Properties additional closed storage structures so long as all structures comply with this Declaration.
- (c) No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided.
- (d) Residential areas shall be used solely for residential purposes in compliance with Kodiak Island Borough Title 15, or its successor. No temporary structure and mobile home shall be allowed upon any area described for residential purposes without written approval from the Association; however, trailers or temporary structures for use incidental to the initial construction of improvements on the lot may be maintained thereon but shall be removed within ninety (90) days after the completion of construction of the project. Construction must be completed within twenty-four (24) months, unless approved by the Association with an extension provided in writing. Temporary living structures permitted on a property during construction must be removed within twelve (12) months upon placement, unless a written extension is granted by the Association.
- (e) Lots shall not be used for storage of boats, tents, trailers, etc. until a Certificate of Occupancy is issued by the local building authority. Prior to the receipt of a Certificate of Occupancy, Lots may only contain temporary storage of building materials and equipment actively being employed in constructing a residence or addition previously approved by the ARB.



Section 10.02 Building Sites.

Given the aesthetic richness of the location of Cliff Point Estates, all construction sites must be carefully determined. The general philosophy is that all building structures shall be logically located so that they are appropriate to each unique Lot, landscape, topography, natural environment, and surrounding land use, including the neighbor's view-shed. The ARB shall review all site plans and driveway plans and approve same once they meet the requirements and philosophy of the subdivision.

- (a) Setbacks shall follow the Kodiak Island Borough standard at a minimum. No dwelling, deck, porch, overhang, or other portion of any structure may encroach into the area defined in the setback requirements contained in Kodiak Island Borough Code Titles 15, 16, and 17, as amended from time to time, unless a variance is approved by the Borough and also approved by the Association.
- (b) All development proposals and permit applications shall require an approved erosion and drainage control plan.
- (c) Construction projects shall minimize disturbance of trees and tree concentrations to the maximum extent possible.
- (d) Preparation of land for construction, including clearing and grubbing, must not commence until the ARB approves plans for the proposed construction.

Section 10.03 Building Construction.

- (a) It is intended that the homes within Cliff Point Estates be of very good quality and meet reasonable aesthetic standards. Therefore, all buildings shall either meet or exceed national, municipal, and local standards for construction. This includes, but is not limited to, meeting the currently adopted Kodiak Island Borough building construction standards in force at the time of approval, at least in accordance with 2009 International Residential Code, the 2009 International Electrical Code, the 2009 Uniform Plumbing Code, the 2009 International Fire Code, and other such nationally accepted standards.
- (b) The exterior of any building shall be of good aesthetic standard. All building construction must conform to all building specifications of the Kodiak Island Borough building codes. Height limitations shall follow Kodiak Island Borough. The aesthetic standard shall be defined below in Article XI, Architectural Review Standards.
- (c) There is no required minimum size of residences at Cliff Point Estates. One of the first goals of all Owners and their architects should be to create the highest quality home within the smallest volume consistent with the satisfaction of the Owner's need for space.



Section 10.04 Subdivision Rights.

Owners, other than the Declarant, possess a limited right to subdivide any current Lot. At the sole and absolute discretion of the Association and with the expressed written permission of the Association, an Owner may divide their Lot so long as all Lots created by subdividing a current Lot are in compliance with the provisions contained within this Declaration. Owners may not subdivide and create a new Lot that is less than two (2) acres in size. The Declarant may develop and subdivide Lots as the Declarant requires for purposes of development of the Cliff Point Estates.

Section 10.05 Occupancy.

No residence or Lot shall be occupied prior to becoming a habitable structure, as per Kodiak Island Borough Title 15 or its successor regulation and/or Title.

Section 10.06 Utilities.

All utilities shall be underground. A Lot Owner may petition the Association to construct up to two (2) power poles on a Lot where an Owner demonstrates both the: (a) need; and (b) proposed power poles do not adversely impact or detract from another Lot Owner’s view.

Section 10.07 Pets and Animals.

Pets, as described in Article I, are allowed at Cliff Point Estates. Pets not listed in the definition may be allowed with the Association’s approval and the definition amended to reflect those additions.

Any pets kept by an Owner shall not be permitted to run free or to roam at large at any time outside of the Lot. All pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a leash, similar restraint, or other effective method of control. No vicious animals as defined in the ordinances of the Kodiak Island Borough or by the majority of the Homeowners Association shall be kept on any Lot. Any holding areas for pets and animals shall be setback from any creek, as required by Kodiak Island Borough Code 17.50.080.

Animals as described in Article I, shall not be allowed except by Association approval. Livestock, poultry, and other related animals shall not be allowed without prior express written permission of the Association.

Any pet or animal that becomes a nuisance and any pet or animal that causes the Association, or its members, cost in clean-up or repairs may be subject to a fine or removal to be reasonably determined by the Association.

- (a) Limited Exclusion from Use Restrictions.

Lots 3 and 4A of Cliff Point Estates, Oceanfront Addition No. 1, according to Plat No. 2018-12 of the Kodiak Island Borough Recording District,



currently owned by Chandler and Katya Johnson, shall be partially excluded from the restrictions in Section 10.07. The Owner of Lots 3 and 4A shall be allowed livestock, poultry, and related animals. This exclusion shall run with the land. In the event of a subdivision of these Lots, the exclusion shall remain on all newly created Lots that are a minimum of five (5) acres. The exclusion shall cease to exist on any new Lots that are less than five (5) acres in total acreage. Once the exclusion ceases to exist, the land and new Lots shall be subject to this Declaration for all future times.

Section 10.08 Prohibited Activities and Nuisances.

- (a) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, a nuisance or cause unreasonable embarrassment, disturbance, danger, or annoyance to other Lot Owners in the enjoyment of their Lots.
- (b) Cliff Point Estates community honors quiet hours from 10:00 p.m. to 8:00 a.m. No excessive or offensive noise will be permitted within the quiet hours.

Section 10.09 Signs.

- (a) No sign of any kind shall be displayed to the public on any Lot except one (1) professional sign of not more than six (6) square feet advertising the property for sale by a building company or by Declarant, to advertise the property during the construction or sales period.
- (b) Declarant reserves the right to place one (1) or more permanent signs and related monumentation at or near the entrance.

Section 10.10 Mining Operations.

Mining operations shall be prohibited on any Lot except by Association approval. This includes the extraction of rock or gravel removed from the site.

Section 10.11 Vehicles, Boats, Campers, Etc.

- (a) No automobiles may be abandoned or allowed to remain in any Lot for more than seven (7) days if it is not in operating condition.
- (b) No vehicle or equipment owned by a resident or Lot Owner shall be placed on a road within the subdivision for more than forty-eight (48) cumulative hours in any week.
- (c) All vehicles, including, but not limited to, automobiles, trucks, campers, boats, recreational vehicles, snow machines, airplanes, travel trailers, motorhomes, or other machinery shall be stored in manner that is orderly and, if at all possible, clear from the public viewing area. Owners may not store parts and/or vehicles in disrepair in view of the public. The Association



may, in its sole discretion as provided in the governing documents for the Association, provide notice of non-compliance. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight.

Section 10.12 Garbage and Refuse Disposal.

Trash, garbage, or other waste shall be the responsibility of the individual Owner, to be taken and disposed of off site, until such a time that this Section is amended. No Lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All reasonable efforts must be made to prevent domestic or wild animals from having access to trash. Fires, fire pits, and barbecue fires shall be contained within appropriate receptacles. All construction-related garbage and refuse must be stored in a construction dumpster or taken off site.

Section 10.13 Trash Burning and Yard Incinerators.

For the disposal or burning of trash, bonfires and yard incinerators are not permitted. Yard waste may be disposed through a controlled burn so long as the Owner obtains a special burn permit from the Kodiak Island Borough and adheres to any standards or regulations required by the Kodiak Island Borough.

Section 10.14 Septic.

All Owners must utilize Lifewater Septic Systems or their equivalent. This system is completely integrated and will not require a leach field. This system has been approved by the State of Alaska DEC.

(a) Limited Exclusion from Septic Requirements.

For all leach field septic systems installed as of January 1, 2020, a limited exclusion from Section 10.14 shall be granted. No other leach field septic systems or exceptions shall be allowed in future development. This exclusion shall cease to exist immediately upon failure of the leach field septic system. Once the exclusion ceases to exist, the Owner of the Lot with an existing leach field septic system shall be required to remediate and restore the land containing the leach field septic system and abide by current septic provisions.

Section 10.15 Maintenance of Lot and Improvements.

Each Owner covenants to preserve and maintain the exterior of all improvements to the real estate together with landscaping care in a good and reasonable manner. No Owner shall permit his or her Lot or the improvements thereon to become unsightly.



Section 10.16 Heating.

All Owners must utilize an electric heating system or wood fire system. No diesel fuel heating will be allowed.

Section 10.17 External Utilities, Flagpoles, and Antennae.

- (a) Exterior antennae, aerials, satellite dishes, and other such apparatus for the transmission or reception of television, radio, satellite, or other signals may be erected on a Lot so long as they are screened from view as much as is reasonably possible from any street, private amenity, Common Area, or another Lot. All satellite dishes must comply with Kodiak Borough Assembly regulations. Prior to the placement of any such item in this Section, the Owner must receive the prior written approval of the ARB regarding the approval of the size and location for any such item erected on a Lot.
- (b) Flagpoles are permitted, but any flag or banner deemed offensive or inappropriate by the ARB shall not be displayed anywhere on a Lot. Windmills are not permitted except by the prior written approval of the Association.
- (c) Antenna: No shortwave antennas or any unusually large antennas (more than four (4) feet) of any type are permitted upon any Lot without written approval of the ARB.

Section 10.18 Tanks.

No tanks of any kind shall be erected, placed, or permitted upon any Lot without written approval of the ARB.

Section 10.19 Mail.

Mail and mailing services are the responsibility of the Owner until such a time as this Section is amended to reflect the continuing development and services of Cliff Point Estates.

**ARTICLE XI.
ARCHITECTURAL REVIEW STANDARDS TO PRESERVE THE BEAUTY, QUALITY,
AND VALUE OF THE NEIGHBORHOOD**

The purpose of these standards is to ensure new development avoids adverse impacts on the environment and natural resources while maintaining and enhancing the appearance and character of Cliff Point Estates.

In accordance with the Declaration, the Cliff Point Estates Homeowner's Association modifies and extends the Declaration by adopting the following Architectural Review Standards:



Section 11.01 Site Layout.

- (a) Building and driveway sites shall be logically located. Sites must be appropriate to each unique landscape, topography, natural environment, and surrounding land use, including the neighbor's view-shed.
- (b) Driveways shall comply with Kodiak Island Borough Title 15, follow Lot contours, and be routed to preserve amenities such as rock outcroppings, to maintain the natural qualities of the site. A driveway surfacing materials list will be submitted to the ARB as part of the plan submittal package. Please see Title 15 of the Kodiak Island Borough Code for driveway requirements and dimensional standards.

Section 11.02 Landscaping and Grading.

- (a) Landscaping shall showcase the natural beauty of Cliff Point Estates. Therefore, whenever possible, trees and natural vegetation shall be promoted. Landscaping and construction should use best management practice for sedimentation, erosion, mud, and dust control.
- (b) Tree cutting shall be minimized whenever possible.
- (c) All Owners must take care to not destroy, cut, or cause damage to the tree referenced as the "Mother Tree." The Mother Tree is disclosed on Plat 2019-5 of the Kodiak Recording District, situated on Lots 4 and 5, Block 1 of the Anchor Cove Neighborhood. Owners of Lots where the Mother Tree is situated shall take care to preserve the integrity and life of the tree so long as the tree survives. The Association shall maintain an easement as required in Section 12.01 and provide annual care for the tree as well as be responsible for any future removal, if required.
- (d) Grading required for development shall mimic natural forms and blend into the existing landscape on the site. After completion of grading, restoration of slopes to natural appearing conditions is required.
- (e) Run-off and drainage from a site shall be controlled and directed to drainage ditches in the road right-of-way or to drainage swales at the property line. Pre-existing drainage patterns onto neighboring lots may be maintained, but additional drainage shall not be directed onto neighboring Lots as the result of new development.

Section 11.03 Exterior Lighting.

Exterior site and building wall lighting shall be designed and located to direct light toward the ground, to minimize glare or light trespass onto adjacent Properties or light pollution in the Cliff Point Estates subdivision. Upward-directed exterior lighting is prohibited, unless the light beam is directed only toward, and is contained within, the mass of the ceiling, wall, tree, or other feature to be illuminated.



Section 11.04 Fences.

- (a) Fences shall be built of wood, stone, vinyl, or masonry and shall be architecturally compatible to the Owner's house and integrated with the surrounding environment. Chain link fences are prohibited. Guidelines are that no fence in excess of four (4) feet in height shall be permitted within ten (10) feet of any Lot line, and no fence in excess of eight (8) feet in height shall be permitted on any Lot.
- (b) Fences are permitted within the side and rear setback areas, where needed for child safety, privacy, security, or animal control. Solid (*i.e.*, privacy) fences are prohibited in the front setback. Low walls shall be of local stone, or stone of comparable appearance, or heavy timber.
- (c) Limited Exclusion for Fences.

Lots 3 and 4A of Cliff Point Estates, Oceanfront Addition No. 1, according to Plat No. 2018-12 of the Kodiak Island Borough Recording District, currently owned by Chandler and Katya Johnson shall be partially excluded from the restrictions in Section 11.04. Lot Owner(s) shall be allowed to maintain an electric or wire fencing for animal security. Lot Owner(s) shall be allowed to use electric or wire fencing for animal security on all sides of the Lot, including the front setback. This exclusion shall run with the land. In the event of a subdivision of these Lots, the exclusion shall remain on all newly created Lots that are a minimum of five (5) acres. The exclusion shall cease to exist on any new Lots that are less than five (5) acres in total acreage. Once the exclusion ceases to exist, the land and new Lots shall be subject to this Declaration for all future times.

Section 11.05 Building Materials.

Durable, weatherproof materials shall be used for foundations and the lower sections of building facades subject to the effects of snow accumulations and rain splash back.

- (a) Alternative Facade Materials.

On multistory buildings, facade materials may include precast concrete or plaster surfaces, if such surfaces are heavily ribbed, textured, or brush hammered, and colored to fit the overall building design and mountain setting. No more than thirty-five percent (35%) of any building facade shall consist of textured or treated concrete.

- (b) Remodels.

The architectural design and the materials used in an addition to an existing structure, or accessory structure, shall be compatible with the architectural style and building materials used in the existing structure, unless an entire facade is to be remodeled in a uniform architectural style.



(c) Prohibited Materials.

The following exterior materials are prohibited:

- (i) Untreated or untextured concrete or masonry;
- (ii) Plywood siding without board and batten; and
- (iii) White roof gravels.

(d) Limited Exclusion from Use of Prohibited Materials.

For all buildings not in compliance with Section 11.05(c) as of January 1, 2020, there shall be a limited exclusion. As of January 1, 2020, Lot 4A of Cliff Point Estates, Oceanfront Addition No. 1, according to Plat No. 2018-12 of the Kodiak Island Borough Recording District, is the only Lot not in compliance with Section 11.05(c) and subject to this exclusion. This exclusion is limited to existing materials as of January 1, 2020. In the event that the materials require replacement, or the structures are remodeled, the replacement materials and remodel must be in compliance with this Agreement.

Section 11.06 Building Colors.

Natural earth-tone colors should be used as primary colors of a building. Natural finished wood or natural color tones, such as browns, tans, wood colors, greens, rust, barn red, and grays are encouraged. White or cream shades of color are permitted on not more than thirty-five percent (35%) of each facade. Bright, primary colors are permitted on not more than fifteen percent (15%) of each facade. All trim work, mullions, soffits, fascia, flashing, and other exterior finishes shall be consistent with the materials and colors of the structure.

- (a) Trim. Accent colors shall be used to provide visual interest to the structure but should not call undue attention to any single element of a building. Trim colors and accent colors should be selected to reflect the natural colors found on the site. Brighter colors than principal building colors are permitted for trim and highlight details, such as cornices, window frames, handrails, and entrance doors.
- (b) Accessory Elements Detached Parking, Garages, and Carports. Detached garages, carports, and parking garages shall be designed with architectural elements and materials related to the principal residential building.

Section 11.07 Roofs.

- (a) Roofs shall vary in height and, except for shed roofs, the majority of roof ends shall be lower than the center of the structure. Snow diverters and retainers may be necessary on certain roof forms.



- (b) Roof overhangs shall be sufficient to provide weather protection for building walls.
- (c) Flat-roofed structures are prohibited unless approved by variance by the ARB.
- (d) Dormers, when used, should be an integral part of the roof form and designed in proportion to the overall scale of the roof. Dormers may be gable, gambrel, hip, or shed forms.
- (e) Roof structures shall be designed to protect doorways, exterior stairs, emergency exits, balconies, vehicle service bays, and garage entrances from snow, ice, and rain. Balconies shall be designed to avoid drainage onto other balconies or pedestrian spaces below. Design of roofs and walkways must take into consideration snow storage, snow removal, and safety.
- (f) Roofing materials may be asphalt shingle, metal, or slate.
- (g) Projections from Roofs. Chimneys are often prominent visual and structural elements of a home. They should be designed in proportion to the rest of the structure and be constructed of materials that lend a substantial and stable appearance. Any and all mechanical equipment is to be screened as part of the building design.

Section 11.08 Windows.

Openings for windows and doors should be designed in proportion to the structure and form of the applicable structure. Openings of unusual shapes and sizes that distract from the overall design of a structure should be avoided. The use of reflective or mirrored glass is not permitted.

Section 11.09 Exterior Walls.

All foundation walls must be covered with stucco, timber, rock, steel flashing, or other aesthetically pleasing material to the ground level.

The following exterior facing materials are specifically prohibited: brick, slump block, standard concrete block, Masonite, T-1-11, reflective surfaces, and other materials whose appearance, in the sole judgment of the ARB, does not conform to the design philosophy of Cliff Point Estates.

Section 11.10 Decks and Balconies.

Decks and balconies can add interest to the design of a structure. These types of features are encouraged and when used, should be incorporated into the structure and detailed with materials and colors consistent with the overall design of the structure. Decks should



be constructed of rot resistant wood or materials intended to be used in a wet environment without degradation.

**ARTICLE XII.
EASEMENTS AND USE RESERVATIONS TO RUN WITH THE LAND**

Section 12.01 Maintenance Easement.

An easement is hereby granted by each Owner to the Board of Directors, or their representatives, to enter any Lot for the purpose of performing installations, alterations, or repairs to the party walls, mechanical, electrical, or utility services which, if not performed, would affect the use of other residences(s) provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

Section 12.02 Utilities.

There is hereby created a blanket easement upon, across, over, and under the Common Area for installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, and master television antenna or cable system, if any. By virtue of this easement, it shall be expressly permissible for the providing utility companies or municipalities supplying such utility service or the Association to erect and maintain the necessary equipment on the property and to affix, repair, and maintain water and sewer pipes, gas, electric, and telephone wires, circuits, conduits, and meters.

Section 12.03 Drainage Easements.

There is hereby created by Declarant to maintain proper flow of surface drainage around structures. The plat survey shall indicate drainage flows. As shown on the plat, drainage easements where originally located by Declarant on some Lots shall be easements for the benefit of all Owners and shall not be blocked, changed, altered, or destroyed without the consent of the Association and the Owners adjoining the easements. Each Owner of a Lot on which any such drainage easement is located shall be responsible for maintaining and repairing such easement, including the improvements located on or in such easement, at such Owner's sole expense. The Association and its agents may enter each Lot to inspect the condition of and repair, if necessary, such drainage easements.

Section 12.04 Easements.

For installation and maintenance of utilities, landscape reserves, plus access created or reserved, if any, are disclosed on Plat 2017-10, Plat 2018-3, Plat 2018-12, Plat 2019-4, and/or Plat 2019-5 and shall be disclosed on the future Plats for Tracts E-1. Within such easement areas, no structure, planting, or other materials, with the exception of grass or other acceptable ground cover, shall be placed nor permitted to remain, which may: (i) damage or interfere with the installation and maintenance of utilities; (ii) change the direction or flow of water, sewage, or other substances; or (iii) obstruct or retard the flow of water through drainage channels in the easement areas. The easement area of each



Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for improvements a public authority or utility company is responsible for. All driveway easements to include maintenance and related tax burden, if any, are the responsibility of the Owners benefitted.

Section 12.05 Entry.

For the purpose of performing the maintenance, improvements, and repairs provided for in this Declaration, including reasonable rights of inspection, the Declarant and its duly authorized designees, shall have the authority at reasonable times and upon reasonable notice to enter upon any Lot, and such activity by them or any of them shall not give rise to any legal or equitable remedy against them or any of them, including, but not limited to, an action for trespass.

Section 12.06 Conveyances.

All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof, and by the Bylaws of the Association, even though no specific reference to such easements appears in any such conveyance.

Section 12.07 Road Easements and Maintenance.

The Association shall maintain and repair approximately three point two (3.2) miles of roadway beginning where Cliff Point Road intersects the Chiniak Highway, and the private road easements within the Cliff Point Estates subdivision, including Cliff Point Estates Oceanfront Addition No. 1, Addition No. 2, Addition No. 3, Addition No. 4, and Tracts E-1 serving two (2) or more Properties with occupied dwellings. As required in Kodiak Island Borough Code Title 16, Section 16.40.080, an amount established in the Bylaws of the Association from time to time will be established and assigned to each lot Owner(s) to be paid on an annual basis to the Association, subject to adjustments based on actual costs. This obligation, like all Association fees and dues, is a lien against the property.

Section 12.08 Refuse.

The Declarant reserves space in locations to be determined or an easement for waste receptacles in one (1) or more locations to be determined. These areas may require maintenance and repair. The Association may assess such costs as part of the common Association fees.

Section 12.09 Mail.

The Declarant reserves space in locations to be determined for an easement for mail facilities in one or more locations. These areas may require maintenance and repair. The Association may assess fees and costs as part of the common Association fees.



Section 12.10 Common Use Areas.

An area described as Cliff Point Beach Picnic Area shall be reserved for the exclusive use of all Lot Owners. This parcel is located at Lot 7 of the Cliff Point Estates Oceanfront Addition No. 4, according to Plat No. 2019-9 in the Beaches Neighborhood. This area is reserved for quiet enjoyment and Beach Access. The Developer plans to build a boat ramp and boat dock in this area. However, the plan to build a boat ramp and boat dock is subject to the approval of the Army Corps of Engineers; the United States Coast Guard, and local agencies. The Developer has no control over these approvals and if any local, state, or federal agency denies required permitting to build the planned boat ramp and boat dock, the Developer shall not be liable for not building the planned boat ramp and boat dock. The Association shall establish reasonable use hours, at its sole discretion

An area described as Common Lot 1 shall be reserved for the placement of trash dumpsters, recreational vehicles, and oversized vehicle storage, maintenance yard, and temporary materials storage. This parcel is located at Lot 1 of Cliff Point Estates Oceanfront No. 1, according to Plat No. 2017-10 of the Cliff Point Neighborhood.

Borough taxes, insurance, and maintenance costs of the Common Areas, including the gate, picnic, mail, and refuse areas, if any, shall be shared and paid by all Lot Owners through annual Association dues.

Section 12.11 Property Tax.

All Owners shall bear the costs of any property tax levied on their own Lot as well as the property taxes levied upon the private road right-of-way on his or her Lot. If a private road right-of-way provides services to more than one Lot, all Owners benefiting from the right-of-way shall bear an equal portion of the property tax on the shared right-of-way.

**ARTICLE XIII.
GENERAL PROVISIONS**

Section 13.01 Enforcement.

- (a) The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover actual attorney’s fees.
- (c) Establishing community and neatness in the neighborhood is one of the goals of the provisions of this Declaration. Since it is difficult to determine damages for the violation of this principal of community and neatness over time, the prevailing party in any action to enforce the provisions of this



Declaration shall be entitled to recover liquidated damages in the amount of \$25 per calendar day for each day the condition(s), which is the subject matter of the action to enforce, exists.

Section 13.02 Duration of and Remedies for Violation.

The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the Declarant, the Developer, the Association with the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or to terminate said covenants and restrictions, in whole or in part. Violation or breach of any condition, covenant, or restriction herein contained shall give the Declarant, Association, and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants, or restrictions, and to prevent the violation or breach of any of them, and expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the party seeking such enforcement.

Section 13.03 Notices.

Any notices required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to be properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 13.04 Severability.

The unenforceability or invalidity of any clause in this Declaration shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Declaration to the extent of its unenforceability and invalidity. Therefore, this Declaration shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

Section 13.05 Amendment.

This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that so long as Declarant is the Owner of any Lot or any property affected by this Declaration, or amendment thereto, no amendment will be effective without Declarant's express written joinder and consent.



Section 13.06 Usage.

Whenever used the singular shall include the plural and singular and use of any gender shall include all genders.

Section 13.07 Indemnification.

Each Owner shall indemnify, defend, protect, and hold harmless the other Owners for, from, and against all claims, liability, losses, or costs including all attorney's fees, costs, and expenses related thereto, arising from personal injury, death, or property damage due to the use of Common Areas, if any, by the Owner or its agents, employees, tenants, invitees, or contractors, except to the extent caused by the negligence or willful misconduct of the Owner or its agents, employees, tenants, invitees, or contractors.

Section 13.08 Relationship of Parties.

Nothing contained in this Declaration and no action by any Owner will be deemed to create the relationship of principal and agent, or a partnership, joint venture, or any association between the Owners except for the relationship formed by the Association.

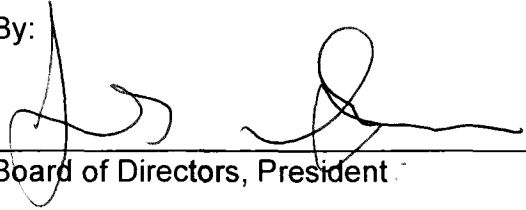
[Signatures on Next Page]



IN WITNESS WHEREOF, the Declarant has caused these presents to be executed effective as of the 14 day of January 2020.

Cliff Point Estates Homeowners Association

By:


Board of Directors, President

And by:

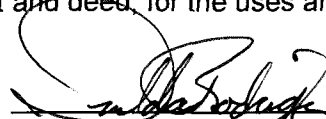

Board of Directors, Vice-President

ACKNOWLEDGEMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14 day of January 2020, by James Graham, Board of Directors and President of Cliff Point Estates Homeowners Association, who is authorized to act on behalf of said corporation and to me known to be the person described in and who executed the foregoing, and he acknowledges to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

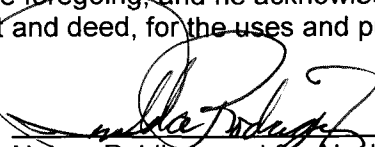
NOTARY PUBLIC
IMELDA RODRIGUEZ
STATE OF ALASKA
My Commission Expires April 1, 2021


Notary Public in and for Alaska
My commission expires: April 1, 2021

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14 day of January 2020, by Michael B. Norton, Board of Directors and Vice-President of Cliff Point Estates Homeowners Association, who is authorized to act on behalf of said corporation and to me known to be the person described in and who executed the foregoing, and he acknowledges to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

NOTARY PUBLIC
IMELDA RODRIGUEZ
STATE OF ALASKA
My Commission Expires April 1, 2021


Notary Public in and for Alaska
My commission expires: April 1, 2021



**ATTACHMENTS TO
2nd AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

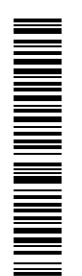
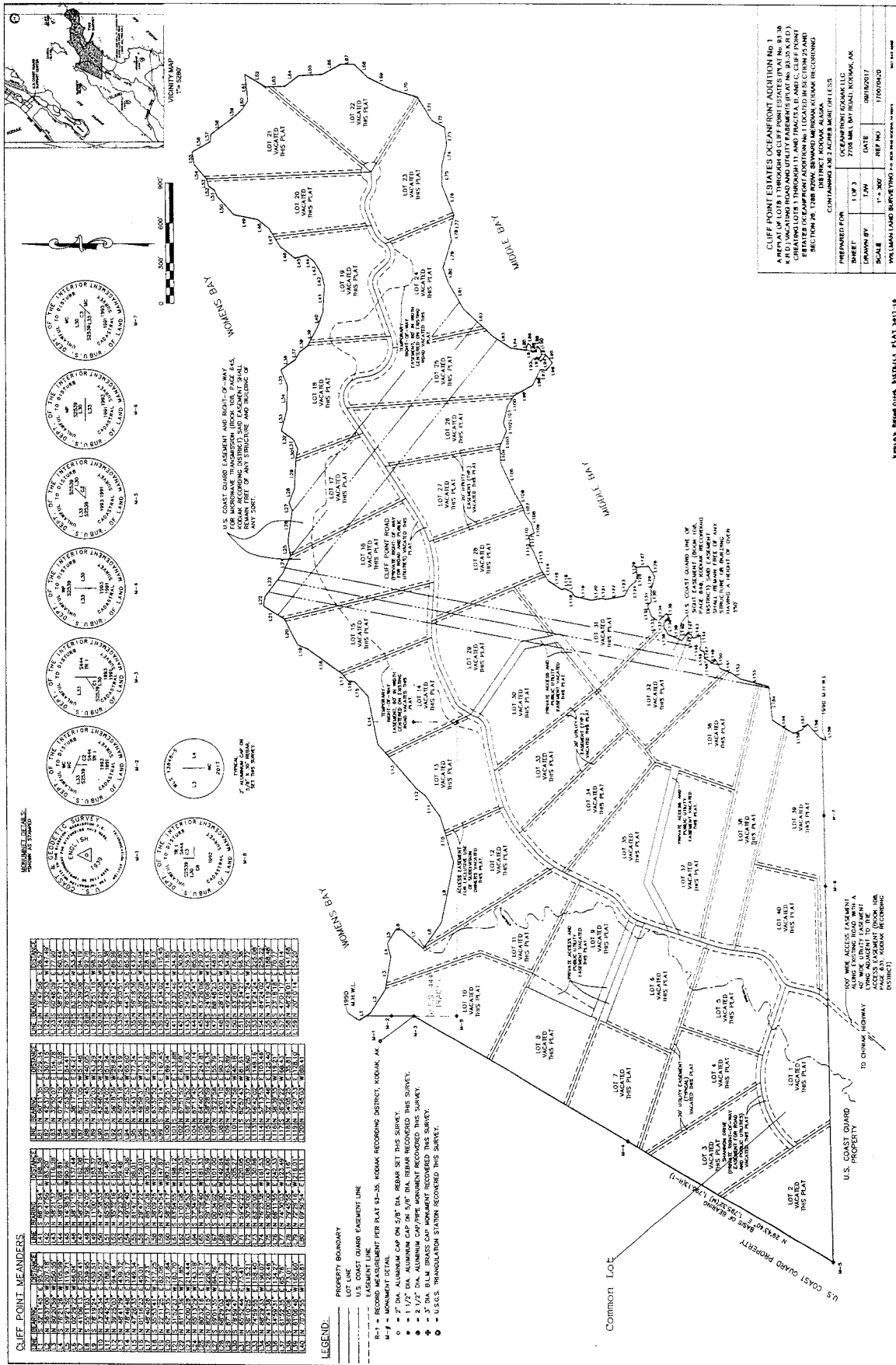


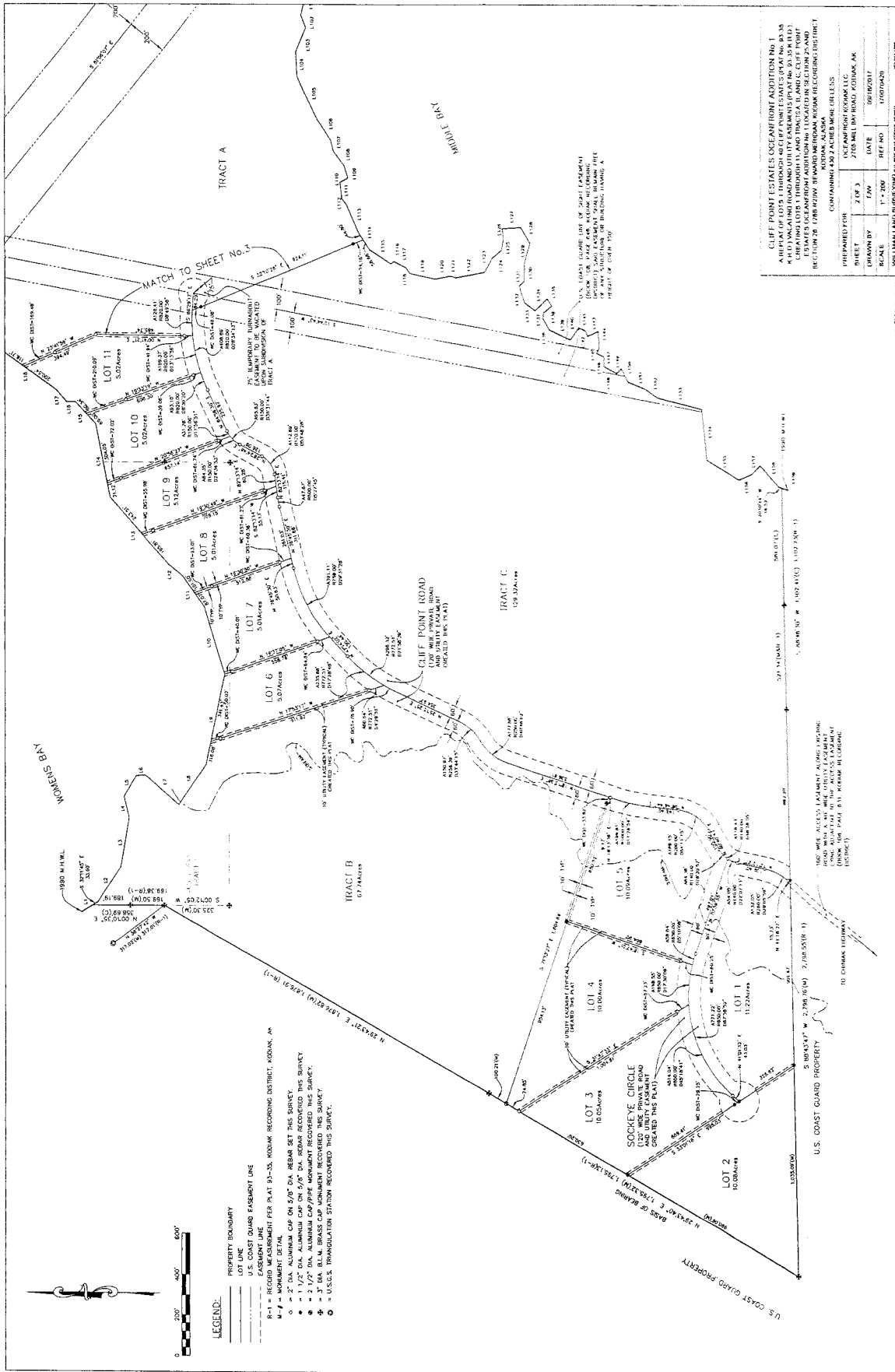
1. Certified Plat by surveyor, architect or engineer.

See Attached Plats:

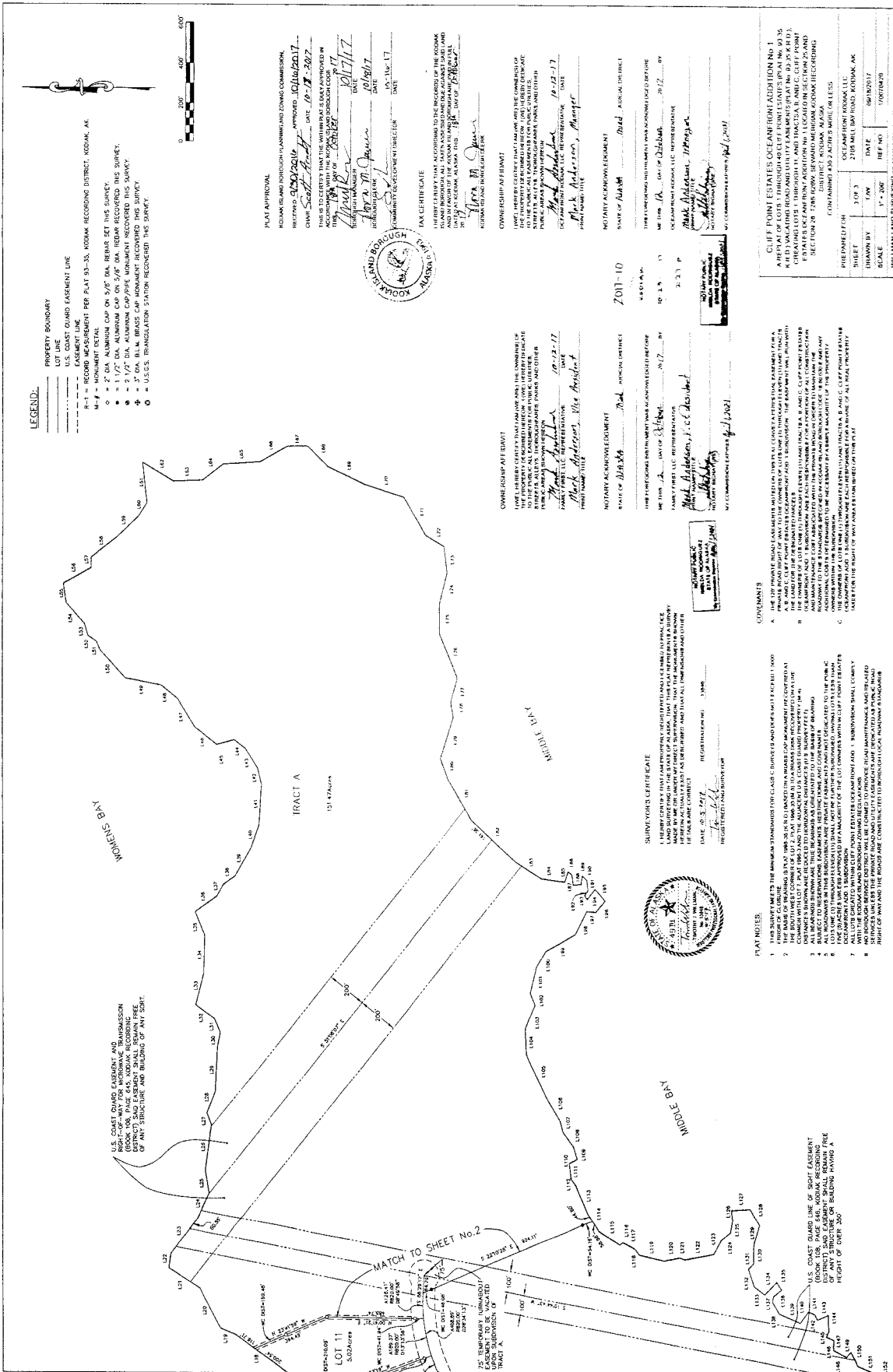
- a. Plat No. 2017-10
- b. Plat No. 2018-3
- c. Plat No. 2018-12
- d. Plat No. 2019-4
- e. Plat No. 2019-5
- f. Plat No. 2019-9







40 of 113
 2020-000067-0



LEGEND.

— — — — — PROPERTY BOUNDARY
 — — — — — U.S. COAST GUARD EASEMENT LINE
 — — — — — EASEMENT LINE
 R-1 = RECORD MEASUREMENT PER PLAT 93-30, KODIAK RECORDING DISTRICT, KODIAK, AK.
 M-P = MONUMENT DETAIL
 M-P = 1 1/2" DIA. ALUMINUM CAP OR 3/4" DIA. IRON REBAR SET THIS SURVEY.
 M-P = 2 1/2" DIA. ALUMINUM CAP OR 1" DIA. IRON REBAR SET THIS SURVEY.
 M-P = 3" DIA. B.L.M. BRASS CAP MONUMENT RECOVERED THIS SURVEY.
 M-P = U.S.S. TRANSLATION STATION RECOVERED THIS SURVEY.

PLAT APPROVAL

KODIAK BOROUGH ENGINEERING AND SURVEYING COMMISSION
 RECEIVED: *Scott Anderson* APPROVED: *John Boudreau*
 DATE: 03-17-2017

NOTICE TO CERTIFY THAT THE WITHIN AND EASEMENTS SHOWN ON THIS PLAT ARE ACCURATE AND CORRECTLY REPRESENT THE SURVEYED INFORMATION.
 Mark Anderson, Registered Professional Surveyor
 DATE: 03-17-17

STATE OF ALASKA
 COMMUNITY DEVELOPMENT DISTRICT
 DATE: 03-17-17

TAX CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE KODIAK BOROUGH ENGINEERING AND SURVEYING COMMISSION, THE WITHIN AND EASEMENTS SHOWN ON THIS PLAT ARE ACCURATE AND CORRECTLY REPRESENT THE SURVEYED INFORMATION.
 Mark Anderson, Registered Professional Surveyor
 DATE: 03-17-17

OWNERSHIP AS AT DEATH

I HEREBY CERTIFY THAT THE WITHIN AND EASEMENTS SHOWN ON THIS PLAT ARE ACCURATE AND CORRECTLY REPRESENT THE SURVEYED INFORMATION.
 Mark Anderson, Registered Professional Surveyor
 DATE: 03-17-17

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA
 I, *Mark Anderson*, Notary Public for the State of Alaska, do hereby certify that *Mark Anderson*, the undersigned, is duly qualified and authorized to perform notary public duties in this State.
 My Comm. Expires: 03/31/2021

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE WITHIN AND EASEMENTS SHOWN ON THIS PLAT ARE ACCURATE AND CORRECTLY REPRESENT THE SURVEYED INFORMATION.
 Mark Anderson, Registered Professional Surveyor
 DATE: 03-17-17

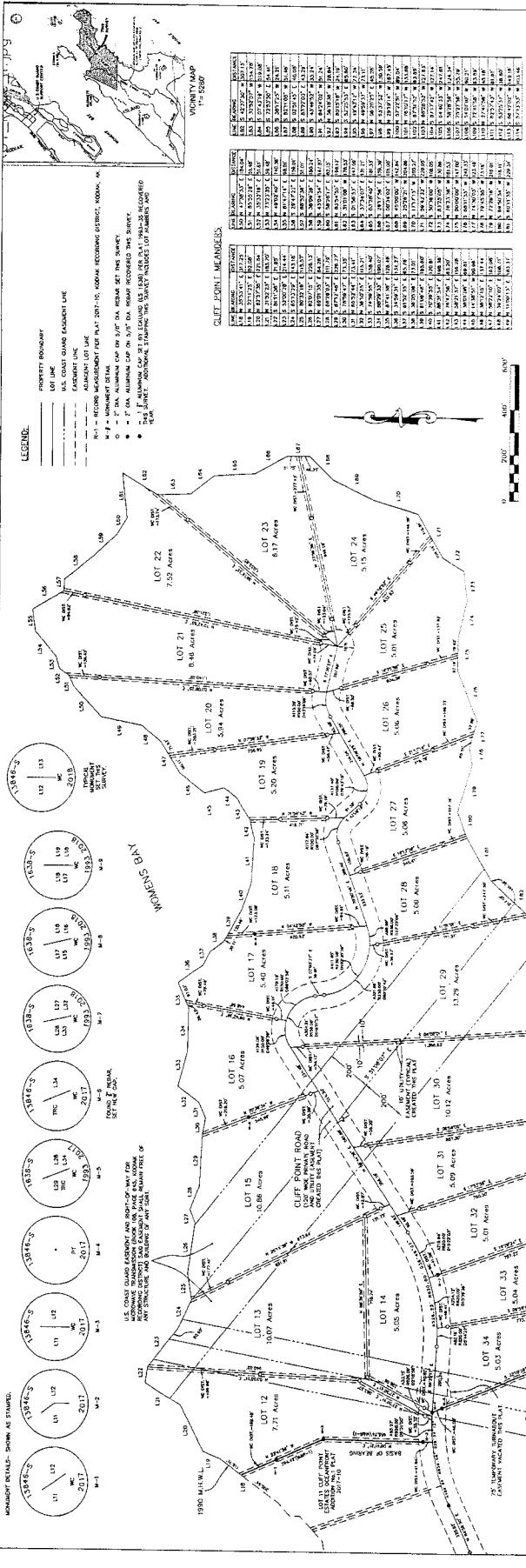
COMMENTS

A. THE U.S. COAST GUARD EASEMENT DISTRICT SAID EASEMENT SHALL REMAIN FREE OF ANY STRUCTURE OR BUILDING HAVING A HEIGHT OF OVER 200'.
 B. THE U.S. COAST GUARD EASEMENT DISTRICT SAID EASEMENT SHALL REMAIN FREE OF ANY STRUCTURE OR BUILDING HAVING A HEIGHT OF OVER 200'.
 C. THE U.S. COAST GUARD EASEMENT DISTRICT SAID EASEMENT SHALL REMAIN FREE OF ANY STRUCTURE OR BUILDING HAVING A HEIGHT OF OVER 200'.

PLAT NOTES:

1. THE SURVEY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.
2. THE BOUNDARY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.
3. THE BOUNDARY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.
4. THE BOUNDARY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.
5. THE BOUNDARY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.
6. THE BOUNDARY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.
7. THE BOUNDARY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.
8. THE BOUNDARY LINES TO THE MINIMUM STANDARD FOR CLASS C SURVEYS AND ARE NOT SUBJECT TO 1000.





CLIFF POINT MEMBERS

Lot No.	Acres	Total Area
11	7.71	7.71
12	7.71	15.42
13	10.00	25.42
14	5.03	30.45
15	10.88	41.33
16	5.07	46.40
17	5.40	51.80
18	5.11	56.91
19	3.20	60.11
20	5.94	66.05
21	8.86	74.91
22	7.52	82.43
23	8.17	90.60
24	3.10	93.70

OWNERSHIP AFFIDAVIT

I, the undersigned, being duly sworn, depose and say that I am the owner of the above described premises as shown on the attached plat and that I have no knowledge of any other person who claims an interest in the same.

[Signature]
Notary Public

NOTARY ACKNOWLEDGMENT

I, the undersigned, being duly sworn, depose and say that I am the owner of the above described premises as shown on the attached plat and that I have no knowledge of any other person who claims an interest in the same.

[Signature]
Notary Public

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[Signature]
Notary Public

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Notary Public

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[Signature]
Notary Public

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[Signature]
Notary Public

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[Signature]
Notary Public

OWNERSHIP AFFIDAVIT

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[Signature]
Notary Public

PLAT APPROVAL

RECEIVED FOR RECORD AT THE OFFICE OF THE REGISTERED CLERK OF THE COUNTY OF KALAMAZOO, MICHIGAN. DATE: 2/7/2018. AMOUNT: \$12,400.00.

[Signature]
Register of Deeds

2018-1
12400

TAX CERTIFICATE

THIS CERTIFICATE IS TO BE USED TO SHOW THE AMOUNT OF THE PROPERTY TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 2018.

2018-1
12400

GOVERNMENT'S

The undersigned, being duly sworn, depose and say that I am the owner of the above described premises as shown on the attached plat and that I have no knowledge of any other person who claims an interest in the same.

[Signature]
Notary Public

PLAT NOTES

1. THIS PLAT SHOWS THE LOTS AS DESCRIBED IN THE ABOVE INSTRUMENT AND THE AREA OF EACH LOT IS SHOWN IN THE MARGINS OF THIS PLAT.

2. THE TOTAL AREA OF THE ABOVE DESCRIBED PROPERTY IS 93.70 ACRES.

3. THE TOTAL AREA OF THE ABOVE DESCRIBED PROPERTY IS 93.70 ACRES.

4. THE TOTAL AREA OF THE ABOVE DESCRIBED PROPERTY IS 93.70 ACRES.

5. THE TOTAL AREA OF THE ABOVE DESCRIBED PROPERTY IS 93.70 ACRES.

6. THE TOTAL AREA OF THE ABOVE DESCRIBED PROPERTY IS 93.70 ACRES.

OWNER'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am the owner of the above described premises as shown on the attached plat and that I have no knowledge of any other person who claims an interest in the same.

[Signature]
Notary Public

PROPERTY RECORD

SHEET	BOOK	PAGE	DATE	RECORD
1	2018	12400	2/7/2018	12400-A

CLIFF POINT ESTATES OCEANFRONT ADDITION NO. 2

SUBDIVISION OF TRACT A, CLIFF POINT ESTATES OCEANFRONT ADDITION NO. 2, BEING A CERTAIN PARCELS OF LAND LOCATED IN THE DISTRICT OF KALAMAZOO, MICHIGAN, AS SHOWN ON THE ATTACHED PLAT.

PROPERTY RECORD

THIS PROPERTY IS BEING RECORDED FOR THE FIRST TIME.

OWNER'S CERTIFICATE

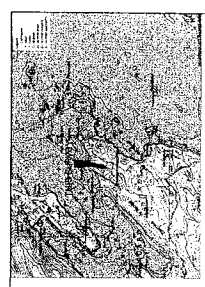
I, the undersigned, being duly sworn, depose and say that I am the owner of the above described premises as shown on the attached plat and that I have no knowledge of any other person who claims an interest in the same.

[Signature]
Notary Public

OWNER'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am the owner of the above described premises as shown on the attached plat and that I have no knowledge of any other person who claims an interest in the same.

[Signature]
Notary Public



VICINITY MAP SCALE: 1" = 5,280'

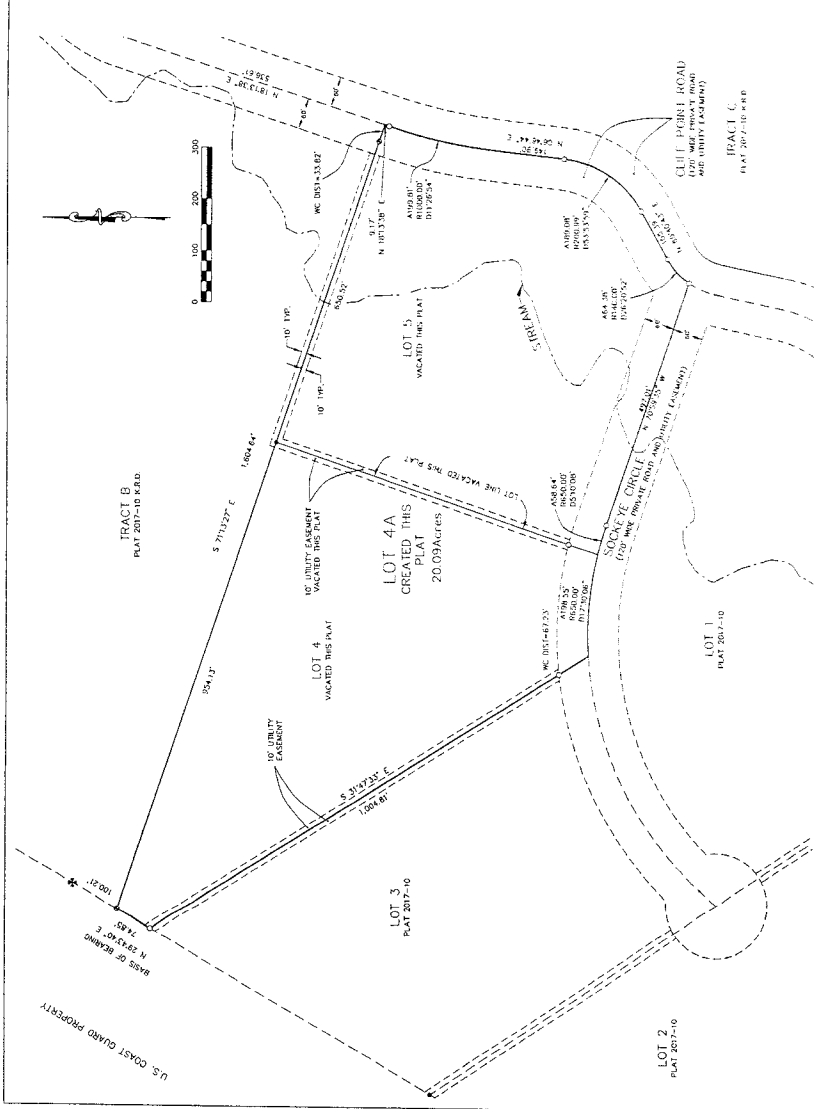
- LEGEND:**
- LOT LINE
 - EASEMENT LINE
 - ADJACENT LOT LINE
 - 1" DIA. ALUMINUM CAP SET BY E.O. 13800 FOR PLAT 2017-10
 - 2" DIA. ALUMINUM CAP SET BY E.O. 13800 FOR PLAT 1989-35
 - 1" DIA. ALUMINUM CAP SET BY E.O. 13800 FOR PLAT 1989-35
 - 2" DIA. ALUMINUM CAP SET BY E.O. 13800 FOR PLAT 1989-35
 - 3" DIA. BRASS CAP PER PLAT 2017-10

PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.
2. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.
3. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.
4. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.
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7. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.
8. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.
9. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.
10. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1,000 FEET OF CLOSURE.

COMMENTS:

- A. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- B. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- C. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- D. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- E. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- F. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- G. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- H. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- I. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.
- J. THE 10' UTILITY EASEMENT INTERSECTION THIS PLAT CONVEYS A PERMIT FOR A PRIVATE ROAD (ROUTE 1) TO THE CORNER OF LOTS 1 AND 2 THROUGH LOTS 1 AND 2 AND CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C.



PLAT APPROVAL
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION
 RECEIVED 11/21/2018 APPROVED 11/21/2018
 CHAIRMAN
 THIS IS TO CERTIFY THAT THE WITHIN PLAT IS AS APPROVED IN
 THIS PROCEEDING TO THE KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION.
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION

TAX CERTIFICATE
 I HEREBY CERTIFY THAT THE WITHIN PLAT IS AS APPROVED IN THIS PROCEEDING TO THE KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION.
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION

OWNER'S CERTIFICATE
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE WITHIN PLAT AND I HEREBY REQUEST TO PLACE THE WITHIN PLAT ON THE PUBLIC RECORDS OF THE STATE OF ALASKA.
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION

VACATION OF LOT 4, LOT 3 CLIFF POINT ESTATES OCEANFRONT TRACTS A, B AND C, KODIAK ISLAND BOUNDARY PLANNING AND ZONING DISTRICT, KODIAK, AK	
REPORT TO RECORDING DISTRICT, KODIAK, AK	
PREPARED FOR	CLIENT
DATE	DATE
BY	BY
SCALE	SCALE



OWNERSHIP AFFIDAVIT
 I, the undersigned, do hereby certify that I am the owner of the within plat and I hereby request to place the within plat on the public records of the State of Alaska.
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION

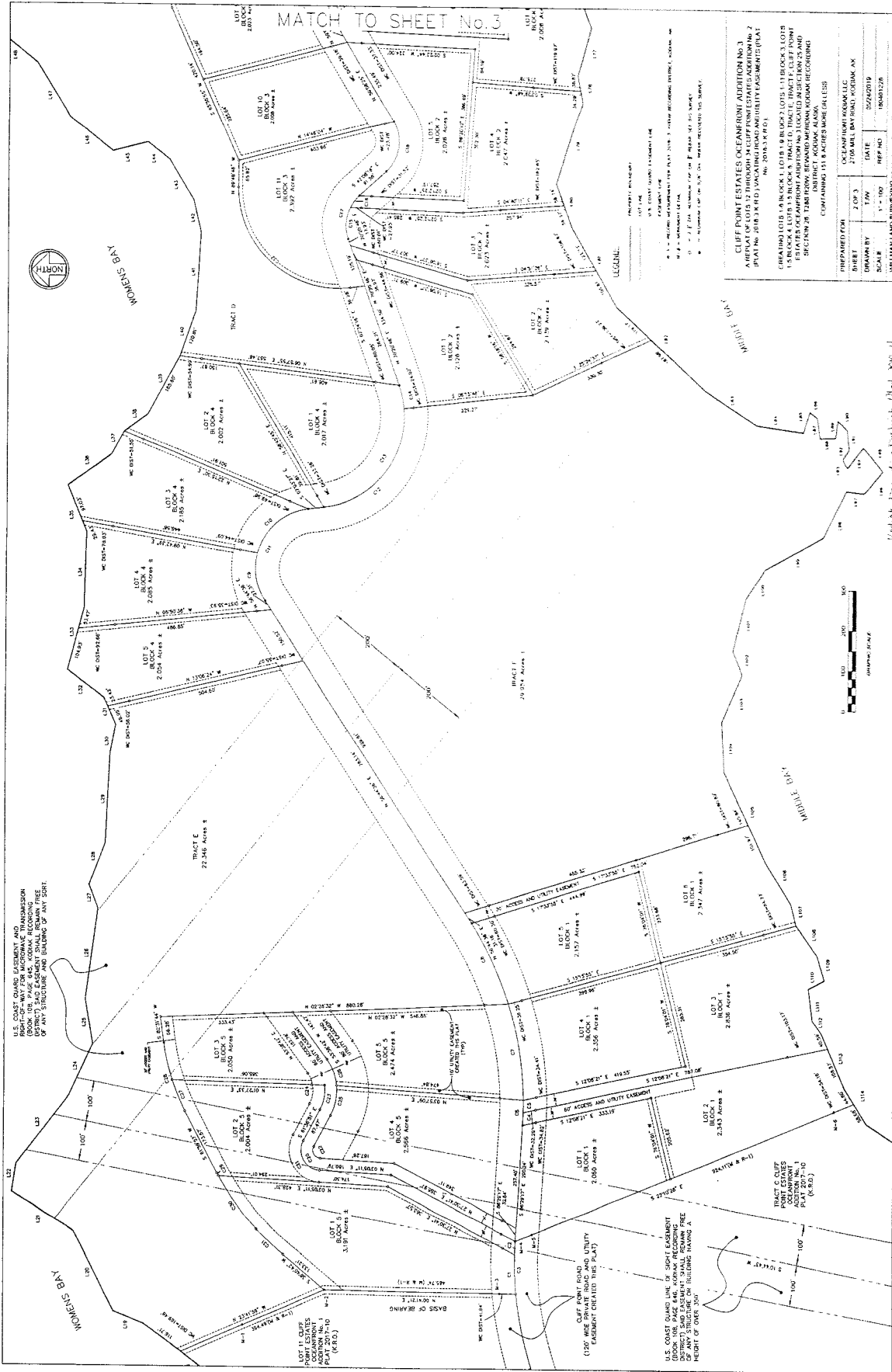
NOTARY ACKNOWLEDGMENT
 I, the undersigned, do hereby certify that I am the owner of the within plat and I hereby request to place the within plat on the public records of the State of Alaska.
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION

OWNERSHIP AFFIDAVIT
 I, the undersigned, do hereby certify that I am the owner of the within plat and I hereby request to place the within plat on the public records of the State of Alaska.
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION

NOTARY ACKNOWLEDGMENT
 I, the undersigned, do hereby certify that I am the owner of the within plat and I hereby request to place the within plat on the public records of the State of Alaska.
 APPROVED: [Signature] DATE 11/21/2018
 KODIAK ISLAND BOUNDARY PLANNING AND ZONING COMMISSION

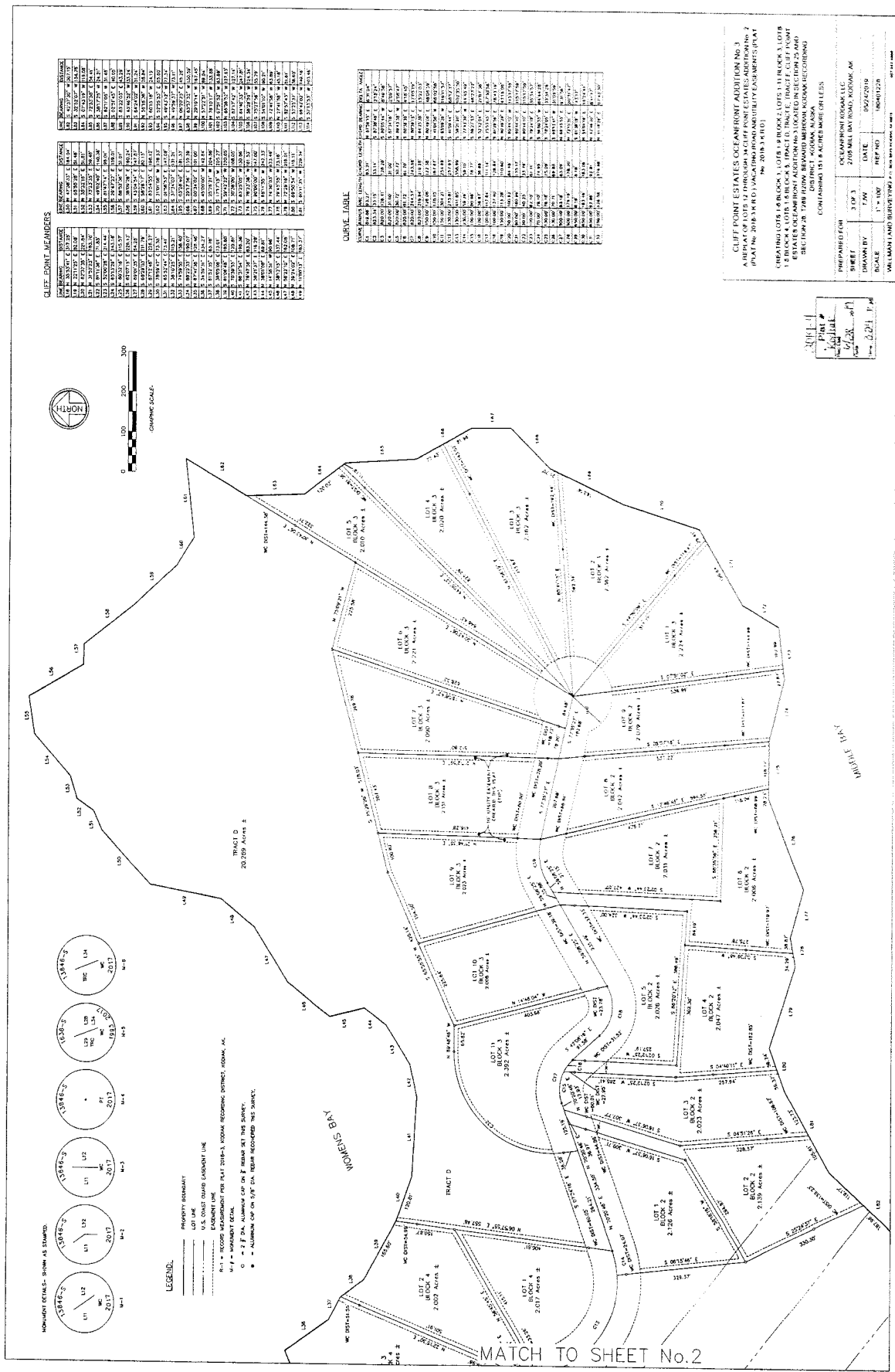


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 2020-000067-0



Kaduk & Associates, Inc. 4





CLIFF POINT MEMBERS

MEMBER NAME	ADDRESS	PHONE
1. JAMES W.
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CURVE TABLE

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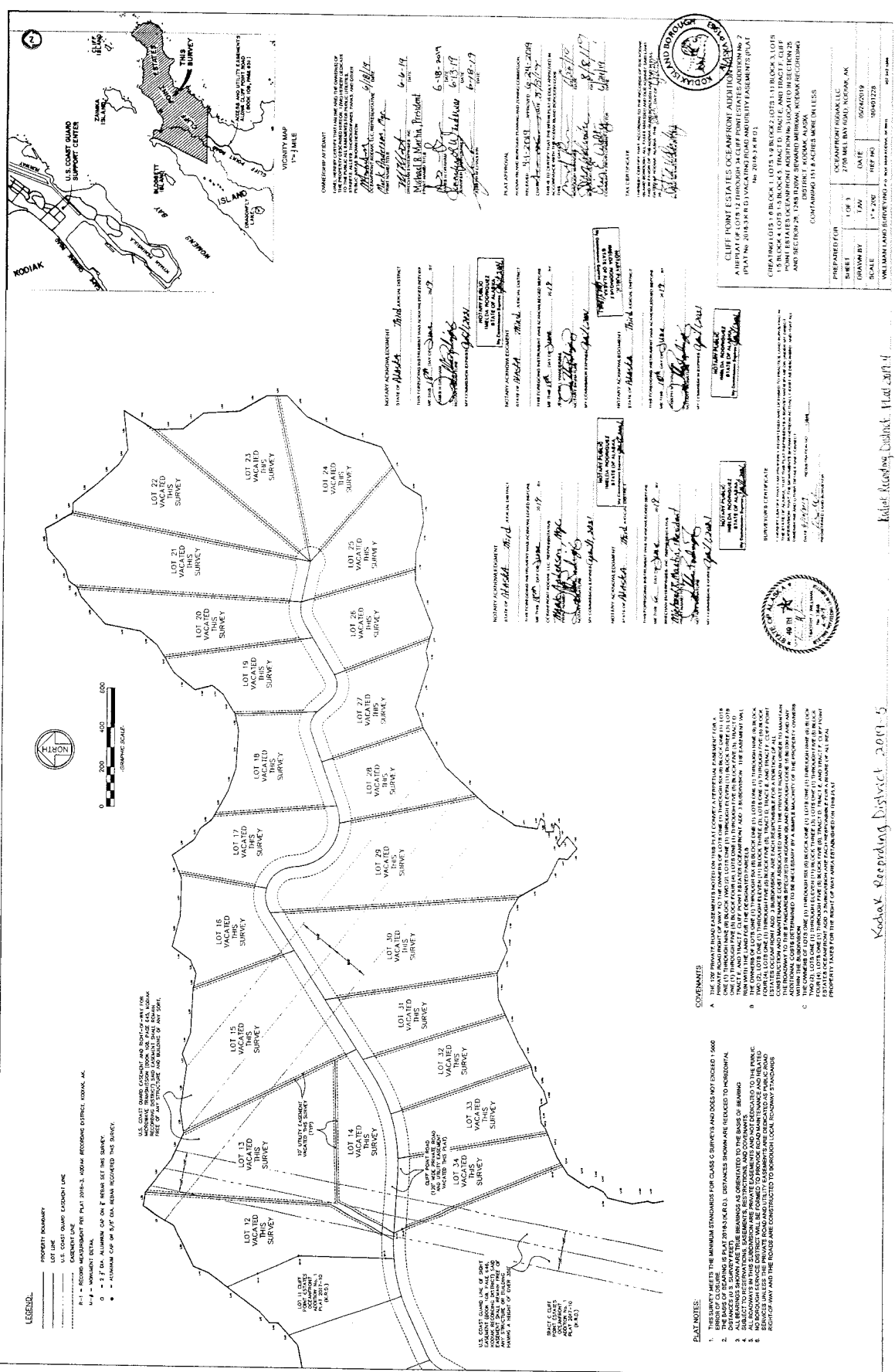
CLIFF POINT ESTATES OCEANFRONT ADDITION No. 3
 A PLAT IN ACCORDANCE WITH THE ALASKA PLAT ACT
 (PLAT No. 2019-3-R-0) SAGA AND KAGAN SUBDIVISION DEVELOPMENT
 No. 2019-3-R-0

CREATING LOTS IN BLOCK 1, LOTS 1 THROUGH 10; BLOCK 2, LOTS 1 THROUGH 10; BLOCK 3, LOTS 1 THROUGH 10; BLOCK 4, LOTS 1 THROUGH 10; BLOCK 5, LOTS 1 THROUGH 10; BLOCK 6, LOTS 1 THROUGH 10; BLOCK 7, LOTS 1 THROUGH 10; BLOCK 8, LOTS 1 THROUGH 10; BLOCK 9, LOTS 1 THROUGH 10; BLOCK 10, LOTS 1 THROUGH 10.

PREPARED BY: OCEANFRONT SURVEY, LLC
 2705 MILL AVENUE, KOTIKOAK, AK
 DRAWN BY: TFW DATE: 09/24/2019
 SCALE: 1" = 100' REF NO: 18041228
 VAL MANN AND ASSOCIATES, INC. 401 11th Ave, Anchorage, AK 99501

Sheet 1 of 1
 Plat # 2019-3-R-0
 Date 09/24/2019
 Scale 1" = 100'





LEGEND

- PRIORITY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- RECEIVING BOAT AND MARINA AT THE END OF MARINA
- U.S. COAST GUARD COVEHANT AND RIGHT-OF-WAY FOR RECEIVING BOAT AND MARINA AT THE END OF MARINA
- EXISTING MARINA
- EXISTING PAVEMENT

COMMENTS

1. THE SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT INCLUDE 1,000 FEET OF COASTING AS PLAT 014-16-03. DISTANCES SHOWN ARE SUBJECT TO MEASUREMENT BY SURVEYOR.
2. DISTANCES SHOWN ARE SUBJECT TO MEASUREMENT BY SURVEYOR.
3. SUBJECT TO RESTRICTIONS, EASEMENTS, RESERVATIONS AND COVENANTS.
4. NO RECORD SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES TO THE AREA.
5. RIGHTS OF WAY AND THE TRAILS ARE CONSTRUCTED TO SUBMIT LOCAL ROADWAY STANDARDS.

PLAT NOTES

1. THE SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT INCLUDE 1,000 FEET OF COASTING AS PLAT 014-16-03. DISTANCES SHOWN ARE SUBJECT TO MEASUREMENT BY SURVEYOR.

2. DISTANCES SHOWN ARE SUBJECT TO MEASUREMENT BY SURVEYOR.

3. SUBJECT TO RESTRICTIONS, EASEMENTS, RESERVATIONS AND COVENANTS.

4. NO RECORD SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES TO THE AREA.

5. RIGHTS OF WAY AND THE TRAILS ARE CONSTRUCTED TO SUBMIT LOCAL ROADWAY STANDARDS.

COMMENTS

A. THE COVEHANT AND RIGHT-OF-WAY FOR RECEIVING BOAT AND MARINA AT THE END OF MARINA IS SHOWN ON PLAT 014-16-03.

B. THE COVEHANT AND RIGHT-OF-WAY FOR RECEIVING BOAT AND MARINA AT THE END OF MARINA IS SHOWN ON PLAT 014-16-03.

C. THE COVEHANT AND RIGHT-OF-WAY FOR RECEIVING BOAT AND MARINA AT THE END OF MARINA IS SHOWN ON PLAT 014-16-03.

PLAT APPROVAL

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

PLAT APPROVAL

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

PLAT APPROVAL

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

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PLAT APPROVAL

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APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

PLAT APPROVAL

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

PLAT APPROVAL

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

APPROVED BY: [Signature] DATE: 6-18-2009

PREPARED FOR: OCEANFRONT ACQUISITION, LLC
 2708 MELBY BLVD, SUITE 200, ANCHORAGE, AK 99503

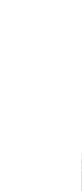
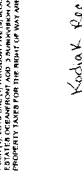
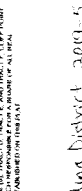
DATE: 6/18/09

SCALE: 1" = 200'

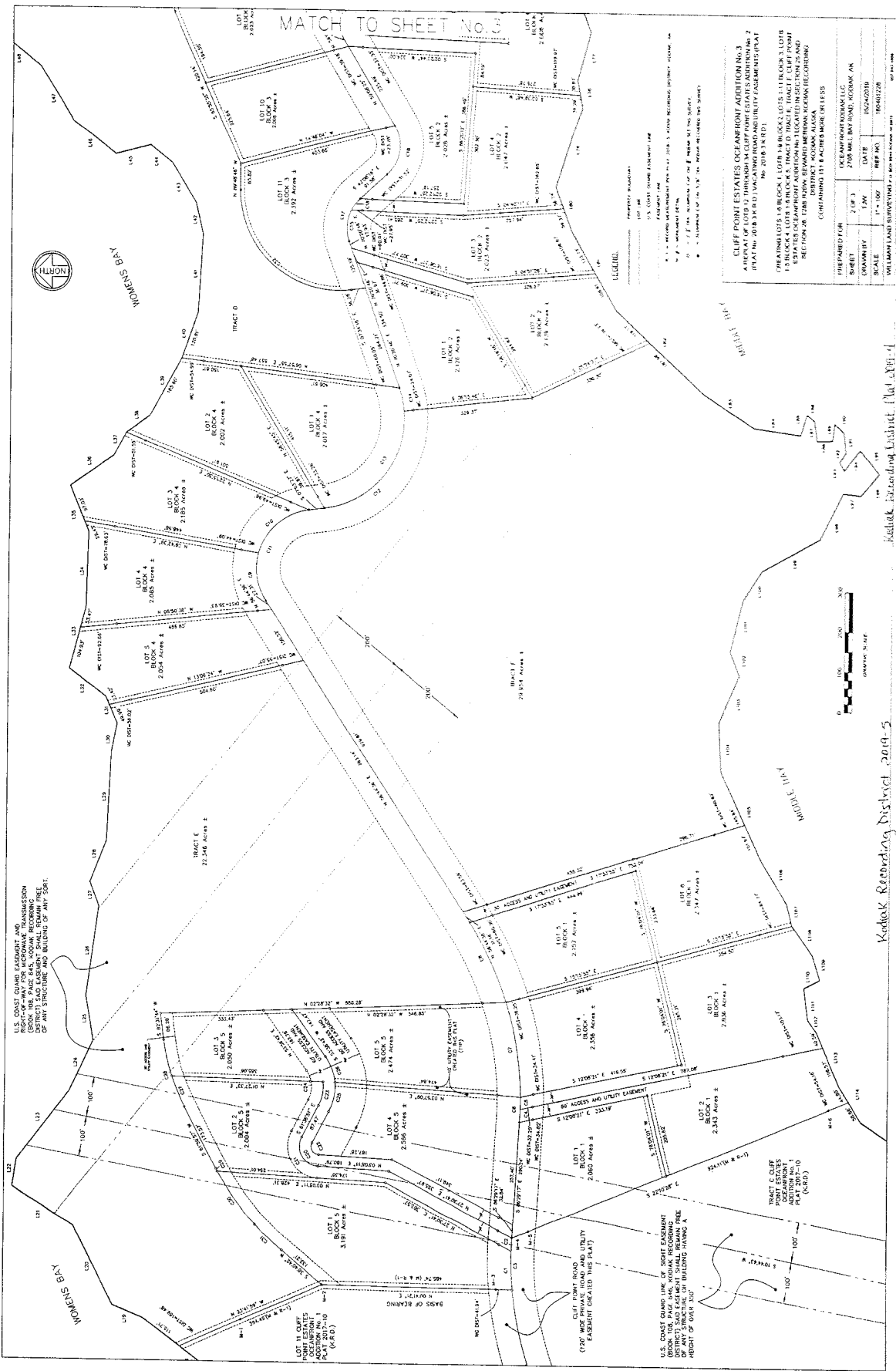
HEET NO: 10012728

TOTAL SHEETS: 10012728

PLAT 014-16-03
 VACATING TRACT AND ADJUTIVE EASEMENTS, PLAT
 (TRACTS) LOTS 12 BLOCK 1 LOTS 13 BLOCK 2 LOTS 14 BLOCK 3 LOTS
 15 BLOCK 4 LOTS 16 BLOCK 5 TRACT D TRACT E AND TRACT F CLIFF
 AND TRACT G TRACT H TRACT I TRACT J TRACT K TRACT L TRACT M
 AND TRACT N. 2708 MELBY BLVD, SUITE 200, ANCHORAGE, AK 99503
 DISTRICT RECORDS DIVISION



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 2020-000067-0

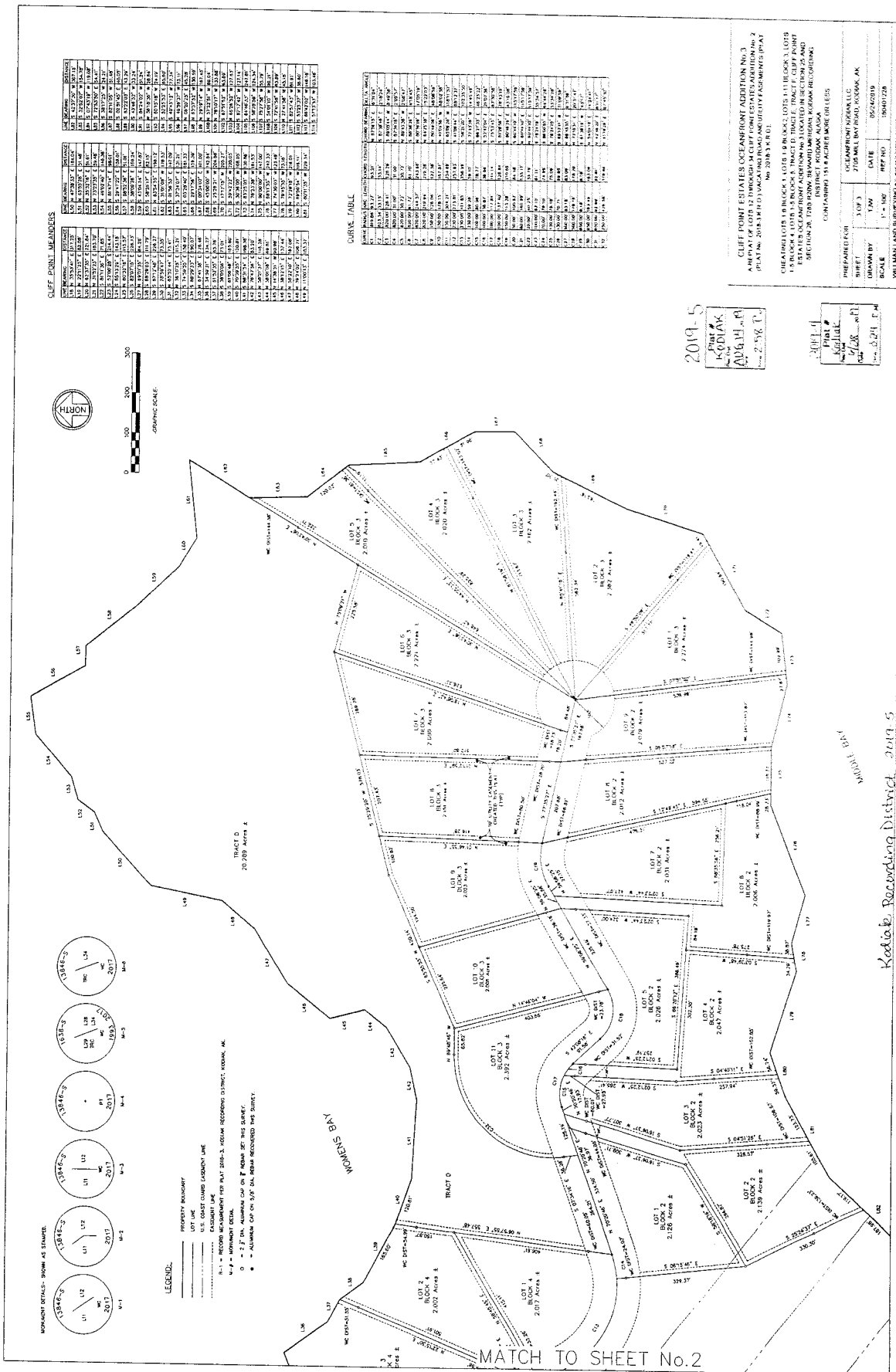


Kodiak Recording District Plat LPH-1

Kodiak Recording District 2018-5



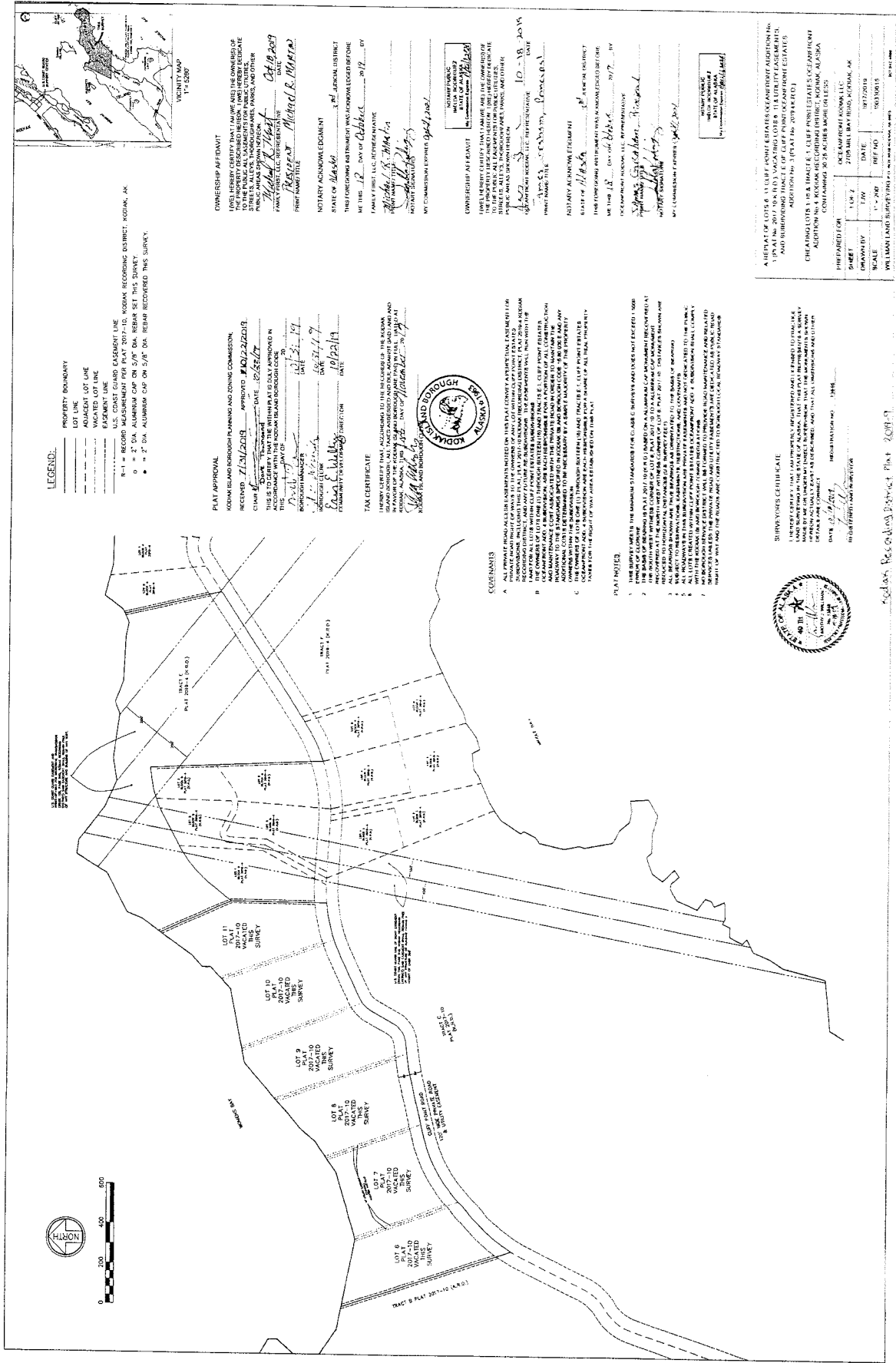
48 of 113
2020-00067-0



2019-5
 KODIAK
 AUG 14 10 46 AM
 2019

Kodiak Recording District 2019-5





LEGEND:
 - - - - - PROPERTY BOUNDARY
 - - - - - LOT LINE
 - - - - - ADJACENT LOT LINE
 - - - - - EASEMENT LINE
 - - - - - PLAT LINE
 - - - - - U.S. COAST GUARD EASEMENT LINE
 ○ = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY
 ● = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECORDED THIS SURVEY



PLAT APPROVAL
 KODIAK BEACH BOROUGHS PLANNING AND ZONING COMMISSION
 RECEIVED 3/21/2019 APPROVED 4/10/2019
 CLAIM DATE 3/21/2019 DATE 04/19/2019
 THIS PLAT IS APPROVED IN ACCORDANCE WITH THE KODIAK BEACH BOROUGHS ZONING ORDINANCES.
 APPROVED BY: [Signature] DATE: 04/19/2019
 APPROVED BY: [Signature] DATE: 04/19/2019
 APPROVED BY: [Signature] DATE: 04/19/2019

TAX CERTIFICATE
 I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE KODIAK BEACH BOROUGHS, THE PROPERTY DESCRIBED IN THIS PLAT IS SUBJECT TO THE FOLLOWING TAX PARCELS:
 [Table with columns for Parcel ID, Description, and Assessor's Name]



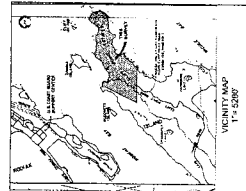
COVENANTS
 A. ALL PRIVATE PLOTS AND LOTS ARE INTENDED TO BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 B. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 C. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 D. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
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 H. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
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 S. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 T. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 U. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 V. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 W. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 X. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 Y. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.
 Z. THE PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.

PLAT NOTES
 1. THE SURVEY AREA IS THE BOUNDARY STAGION FOR CLAS C. REVISIONS ARE NOT EXCEED 5000 FEET.
 2. THE PLAT IS SUBJECT TO THE BOUNDARY STAGION FOR CLAS C. REVISIONS ARE NOT EXCEED 5000 FEET.
 3. THE PLAT IS SUBJECT TO THE BOUNDARY STAGION FOR CLAS C. REVISIONS ARE NOT EXCEED 5000 FEET.
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 10. THE PLAT IS SUBJECT TO THE BOUNDARY STAGION FOR CLAS C. REVISIONS ARE NOT EXCEED 5000 FEET.



SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF ALASKA AND THAT I HAVE MADE THIS SURVEY IN ACCORDANCE WITH THE ALASKA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. I HAVE NOT BEEN CONVICTED OF ANY CRIME RELATED TO THIS SURVEY AND I HAVE NOT BEEN DISQUALIFIED FROM PRACTICING AS A SURVEYOR IN THE STATE OF ALASKA.
 DATE: 04/19/2019 REGISTRATION NO.: 1396
 MICHAEL E. MURPHY
 SURVEYOR

Kodiak Recording District Plat 2017-10



OWNERSHIP AFFIDAVIT
 I, MICHAEL E. MURPHY, DO HEREBY AFFIRM THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND I HAVE FULL TITLE TO THE SAME. I HAVE NOT BEEN CONVICTED OF ANY CRIME RELATED TO THIS SURVEY AND I HAVE NOT BEEN DISQUALIFIED FROM PRACTICING AS A SURVEYOR IN THE STATE OF ALASKA.
 FRONT NAME TITLE: MICHAEL E. MURPHY
 DATE: 04/19/2019

NOTARY ACKNOWLEDGMENT
 STATE OF ALASKA, 2nd JUDICIAL DISTRICT
 THIS FOREGOING INSTRUMENT WAS FORWARDED BEFORE ME THIS 19th DAY OF APRIL, 2019, BY
 FAMILY FIRST, LAST, INITIALS AND TITLE:
 Michael E. Murphy
 MICHAEL E. MURPHY
 NOT COMMISSION EXPIRES: 04/19/2021

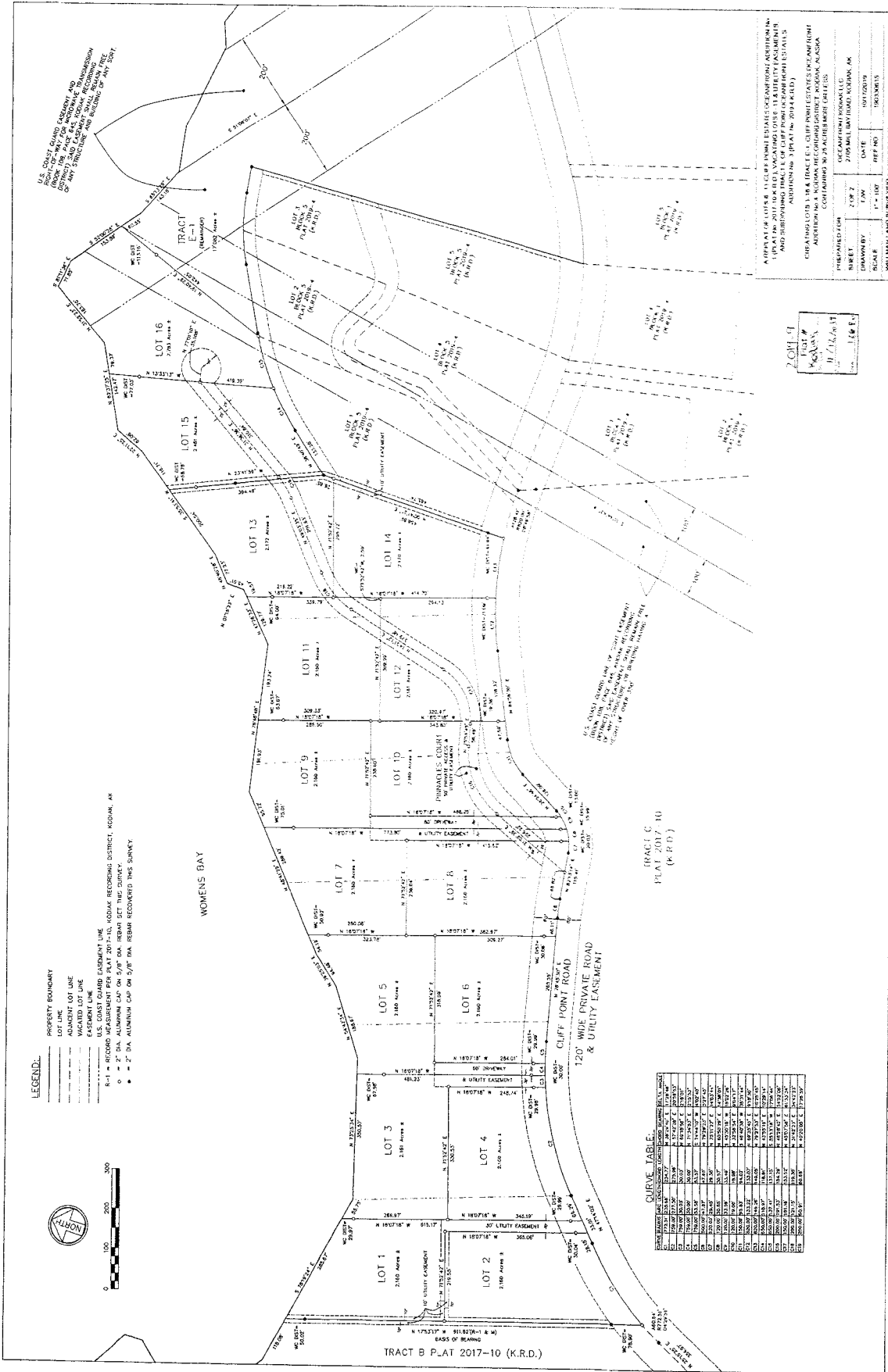
OWNER'S AFFIDAVIT
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND I HAVE FULL TITLE TO THE SAME. I HAVE NOT BEEN CONVICTED OF ANY CRIME RELATED TO THIS SURVEY AND I HAVE NOT BEEN DISQUALIFIED FROM PRACTICING AS A SURVEYOR IN THE STATE OF ALASKA.
 FRONT NAME TITLE: MICHAEL E. MURPHY
 DATE: 04/19/2019

NOTARY AFFIRMATION
 STATE OF ALASKA, 2nd JUDICIAL DISTRICT
 I, MICHAEL E. MURPHY, DO HEREBY AFFIRM THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND I HAVE FULL TITLE TO THE SAME. I HAVE NOT BEEN CONVICTED OF ANY CRIME RELATED TO THIS SURVEY AND I HAVE NOT BEEN DISQUALIFIED FROM PRACTICING AS A SURVEYOR IN THE STATE OF ALASKA.
 FRONT NAME TITLE: MICHAEL E. MURPHY
 DATE: 04/19/2019



ALERT OF LOTS 6-11 LEFT POWER OF ATTORNEY ASSIGNMENT
 UPON THE 19th DAY OF APRIL 2019, MICHAEL E. MURPHY, SURVEYOR, HAS MADE A POWER OF ATTORNEY ASSIGNMENT TO THE STATE OF ALASKA, 2ND JUDICIAL DISTRICT, KODIAK, ALASKA, CONTAINING 30 3/4 ACRES MORE OR LESS.
 PREPARED FOR: OCEANFRONT KODIAK LLC
 DATE: 04/19/2019
 DRAWN BY: [Signature]
 SCALE: 1" = 200'
 VILLOMI LAND SURVEYING, INC. 2705 MILL BAY ROAD, KODIAK, AK 99575
 TEL: 907-546-2222 FAX: 907-546-2223





2. Description of Common Areas.

“Common Area” shall mean and refer to all real property owned by the Association for the common use and enjoyment of all owners. This property includes any tract of land later acquired or designated by the Cliff Point Estates Homeowners Association for common use as shown on the recorded Plat of Cliff Point Estates referred to below (Plat 2017-10, 2018-3, 2018-12, 2019-4, 2019-5, 2019-9 of the Kodiak Recording District) or any other parcel of land later acquired and conveyed subject to the scheme of this Declaration pursuant to Article III of this Declaration. The Declarant will at a future date deed to the Association the following described property:

Lot 1 of Cliff Point Estates Oceanfront Addition No. 1, according to Plat No. 2017-10

Lot 7 of Cliff Point Estates Oceanfront Addition No. 4, according to Plat No. 2019-9;



3. Bylaws of the Association.

See Attached.



BYLAWS
OF
CLIFF POINT ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I

Name, Registered Office, Registered Agent, and Purpose

Section 1. Name. The name of this corporation is Cliff Point Estate Homeowners Association.

Section 2. Purpose. The purposes for which this Corporation is organized are as set forth in Article IV of the Articles of Incorporation, as may be amended from time to time. The Corporation may exercise all powers conferred upon Alaska nonprofit corporations under the Alaska Nonprofit corporations Code, Alaska Stat. 10.20, and any successor statute thereto, including but not limited to the right to form one or more wholly owned for-profit subsidiaries or act as a member of a limited liability company in which all other members are also exempt entities under Section 501 (c)(4) or 528 of the Internal Revenue Code of 1986, or any successor statute thereto.

Section 3. Registered Office and Registered Agent. A majority of the Board of directors shall adopt a resolution which sets forth the name and addresses of the registered agent of the Corporation. The resolution shall remain in effect until a new resolution identifying a new registered agent and the address of that registered agent is adopted by a majority of the Board.

ARTICLE II

Membership

Section 1. Members. This Corporation shall consist of all the owners of Lots 1-11, Tract B, and Tract C, Cliff Point Estates Oceanfront Addition No. 1 according to Plat No. 2017-10, and Lots 1-6 Block 1, Lots 1-9 Block 2, Lots 1-11 Block 3, Lots 1-5 Block 4, Lots 1-5 Block 5, Tract D, Tract E, Tract F, Cliff Point Estates Oceanfront Addition No. 3 according to Plat 2019-5 located in the Kodiak Recording District, Third Judicial District, State of Alaska.

ARTICLE III

Board of Directors

Section 1. Powers and Qualifications. The affairs of the corporation shall be managed by the Board of Directors.



Section 2. Number and Term. The initial number of Directors of the corporation shall be three. The initial Board shall consist of three (3) directors. The terms of office of the Directors shall be three years, which shall be staggered so that approximately one-third of the Directors are appointed each year. Any decrease in the number of Directors shall not have the effect of shortening the term of an incumbent Director. Each Director shall hold office for the term for which he or she is appointed and until his or her successor shall have been appointed.

Section 3. Selection. The initial three Directors of the Corporation shall be as set forth in the articles of incorporation. Thereafter, any additional Directors shall be appointed by the Declarant of the Association during the period of Declarant Control specified in the Association's Declaration. After the period of Declarant Control has ended the Members of the Association shall select and appoint Directors by majority vote of the Members at the annual Members meeting, which shall be held at a time designated by the Board. Each Director will hold office until the expiration of the term of office for which he or she is appointed or until a successor is appointed.

Section 4. Removal of a Director. Any director may be removed for cause by the Declarant during the period of Declarant control, or by a vote of not less than 60% of Members of the Association thereafter. A Director may also be removed in the event he or she misses three consecutive Board meetings, other than special meetings, without an excuse. The minutes shall reflect the attendance of each member of the Board of Directors.

Section 5. Vacancies. A vacancy occurring in the Board of Directors will be filled by the remaining members of the Board. A Director appointed to fill a vacancy is appointed for the unexpired portion of the term of the Director's predecessor in office. A vacancy may not continue longer than six months or until the next annual meeting, whichever comes first.

Section 6. Rules of Conduct. Members of the Board of Directors have a special obligation to maintain the integrity and reputation of the Corporation. All directors are charged with the responsibility of supervising the operation of the Corporation and to ensure that the affairs of the Corporation are administered fairly and impartially. It is essential that Directors, through adherence to high ethical standards of conduct, avoid actions that might impair the effectiveness of the Corporation or in any way tend to discredit the Corporation. Therefore, Directors should be guided by the following principles:

a. Duty of Loyalty. A Director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation. A Director has a duty of undivided loyalty to the Corporation and has a duty to make decisions for the benefit of the Corporation as a whole. In addition, a Director shall not engage in any conduct that is harmful to the interest of the Corporation. However, a Director may properly consider and advocate the concerns of an organization with which they are otherwise affiliated in



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2020-000067-0

forming a good faith business judgment. A Director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to an organization with which they are otherwise affiliated so long as the Director's actions also serve the overall interest of the Corporation and comport with the Director's general duty of care. In all deliberations of the Board of Directors of any committee of the Board of Directors, a Director shall, in situations where the conflict prevents the Director from complying with the duty of undivided loyalty to the Corporation, not participate or be present for that portion of the meeting, however the Director may continue to be counted for the purpose of determining whether a quorum exists so long as the Director remains in attendance until after that portion of the meeting is concluded.

b. Duty of Care. Directors owe the Corporation a duty to act as a reasonable person in similar circumstances would act. A mistake in exercise of business judgment is not a breach of the duty of care, so long as the Director is not acting in bad faith, and is not breaching his or her duty of loyalty to the Corporation.

c. Duty to be Informed. Directors have a duty to be familiar with and understand the Corporation's Articles of Incorporation, Bylaws and programs, policies and general affairs. Directors should be familiar with the agenda for meetings of the Board of Directors, should review Board of Directors' packets, and should be prepared for informed discussion and voting on agenda items. Directors have the right to inspect the books and records of the Corporation for proper corporate purposes and in a time, place and manner consistent with other obligations of the Corporation and its staffing levels. A Director seeking to inspect the Corporation's books and records must submit a request to the President identifying the books and records to be inspected and purpose for such inspection. Materials may be provided to a Director electronically. Inspection of client records will be denied unless the affected client consents to the inspection. A Director shall consider and observe the duty of loyalty and duty of care that s/he owes to the Corporation before, during and after any inspection of the books and records of the Corporation.

d. Duty of Participation. Directors have a duty to attend Board of Directors meetings for the full session of the meeting unless extraordinary circumstances prevent attendance. A Director should be able to participate throughout meetings of the Board of Directors, and should comply with rules and regulations established by the Board of Directors.

e. Duty of Communication and Confidentiality. A Director shall not disclose matters discussed in executive session to any person not entitled to participate in the executive session, and a Director shall not disclose confidential information of the Corporation to third parties outside of the Corporation. Each Director should be familiar with issues of importance to the organization with which they are otherwise affiliated and should inform the Board of Directors of such issues and concerns.

f. Duty to act as a Deliberative Body. The Board of Directors owes a duty to the Corporation to meaningfully consider all issues on the agenda, including



conducting investigations and requesting reports from persons not serving on the Board of Directors. An individual Director shall not act on behalf of the Board of Directors without proper authorization.

g. Duty of Corporation Oversight. Neither the Board of Directors nor any individual Director shall participate in the day-to-day management of the Corporation. The Board of Directors formulates corporate policy and oversees the operation of the Corporation.

h. Supervision of Executive Director. The Board of Directors may choose to hire and supervises an Executive Director. The Board of Directors shall adopt personnel policies to govern the Corporation, but shall not otherwise involve itself in personnel actions involving employees other than the Executive Director except as set forth in such personnel policies.

Section 7. Conflict of Interest. Any Director or staff member, personally and individually, or any entity with which a Director is affiliated through employment or ownership, may be a party to or may be interested in any contract or transaction of the Corporation, and no Director shall be liable in any way by reason of such interest; provided, however, that the fact of such interest is fully disclosed or made known to the Board of Directors. The Board of Directors shall determine, by a vote which does not count the vote of the interested Director, whether the nature of the disclosed conflict constitutes personal gain to the interested Director or any entity with which a Director is affiliated. If the Board of Directors determines that such personal gain is present, the Board of Directors can only authorize, approve or ratify such contract or transaction by a vote (not counting the vote of the interested Director) of a majority of the members of the Board of Directors present at the meeting where such vote is taken. The interested Director may be counted in determining whether there is a quorum at that meeting in accordance with Section 8.a of this Article. This section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under applicable law.

Section 8. Director's Oath of Office. A newly selected Director must read and execute the Director's Oath of Office before assuming his/her position as a member of the Board of Directors. All Directors must read and execute the Director's Oath of Office annually, at or before the annual meeting. The Director's Oath of Office shall include a statement that the prospective Director understands and accepts his/her fiduciary duties owed to the Corporation, will abide by the Bylaws of the Corporation, and will comply with all policies of the Corporation. The form of the Oath of Office shall be adopted by a majority of the Board of Directors and may be amended from time to time. Each time the Oath of Office is amended, each Director shall promptly read and execute the amended version of the Oath of Office.



ARTICLE IV

Meetings of Board of Directors and Members

Section 1. Annual Meeting. The annual meeting of the Members and Board of Directors shall be held each year at any place within the State of Alaska that a majority of the Board of Directors may decide on a date which is called by the Board of Directors.

Section 2. Regular Meetings. In addition to the annual meeting, the Board of Directors shall meet at least quarterly, at an agreed upon time and place.

Section 3. Special Meetings. Special meetings of the Board of Directors may be held at any place and time, whenever called by the President, or Secretary. The only business which may be legally conducted at a special meeting is the business which is identified in the notice of the meeting.

Section 4. Notice of Meetings.

a. Regular Meetings. A notice of each regular meeting of the Board of Directors stating the place, day and hour of the meetings, shall be given by the Secretary or by a person authorized by a majority of the Board of Directors to provide notice of the meeting to each Director. The notice may be sent by facsimile, telephone, e-mail, overnight delivery service, or United States mail to each Director's address, telephone number, facsimile number or e-mail address appearing in the books and records of the Corporation. The notice must be sent at least ten (10) days before the date scheduled for the meeting.

b. Special Meetings. A notice of each special meeting of the Board of Directors stating the place, day and hour of the meetings, and the purpose(s) of the meeting shall be given by the Secretary or by a person authorized by a majority of the Board of Directors to provide notice of the meeting to each Director. The notice may be sent by facsimile, telephone, e-mail, overnight delivery service, or United States mail to each Director's address, telephone number, facsimile number or e-mail address appearing in the books and records of the Corporation. The notice must be sent with a reasonable expectation that each Board member will have been notified at least twenty-four (24) hours before the date scheduled for the meeting.

Attendance of a Director at any meeting shall constitute a waiver of notice of that meeting, except where the Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Agendas. The President, or his/her designee, shall prepare all agendas for regular and special meetings of the Board. The agenda shall be distributed to the Directors at least ten (10) days prior to regular meetings and, if practicable, one (1) day prior to special meetings.



Section 6. Minutes of Board Meetings. The Secretary shall keep, or cause to be kept, complete records of meetings of the Board of Directors. Following the meeting, the Secretary shall prepare, or shall cause to be prepared, written minutes to include a record of the date, time and place of the meeting; the identities of all persons present; all actions taken by the Board of Directors, with the vote of each Director recorded, except in cases of unanimous votes or voice votes; resolutions and motions in full; and a record of the disposition of all matter which come before the Board of Directors.

After approval of the minutes, the Secretary shall destroy, or shall cause to be destroyed, any draft minutes, tape recordings and simultaneous notes (if any) of meetings; provided, however, that in the event (i) counsel for the Corporation advises the Board of Directors that the tape recording, draft minutes and simultaneous notes, if any, or a specific meeting are to be retained, then the Secretary shall retain, or shall cause to be retained, such items; or (ii) in the event the Board of Directors believes that it would be in the best interest of the Corporation to retain draft minutes, tape recordings and simultaneous notes, if any, of minutes, it may, by resolution approved by a majority of the Board of Directors, approve the retention of these items for a specified period of time. Retention time shall be clearly marked on all items, along with the date when such items are to be destroyed or their retention status re-examined by the Board of Directors.

Copies of approved minutes shall be sent to each Director. A synopsis and motion recap shall be sent to each Director no later than 10 working days prior to the next annual or regular meeting.

Official minutes, including the required supporting documents, shall be maintained in a record book designated for that purpose and shall constitute the official record of proceeding and actions of the Board of Directors.

Section 7. Quorum. A simple majority of the Board of Directors shall constitute a quorum for the transaction of business. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A quorum must remain for the meeting to continue. Proxy voting is not permitted.

Section 8. Meetings Held by Telephone or Similar Communications Equipment. Members of the Board of Directors or its committees may participate in a meeting of the Board or Directors or such committees by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute "presence" in person at a meeting for purposes of attendance and establishing a quorum.

Section 9. Executive Sessions. All meeting shall convene in open session. However, the Board of Directors or any Board committee may discuss the following matters in closed or executive session on a simple majority vote of those present. The President, or the person acting as such, shall declare when the Board of Directors or



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2020-000067-0

committee to declare executive session include, but are not limited to, instances which involve one of the following:

- a) Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the Corporation, including pending or threatened litigation;
- b) Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion; or
- c) Matters which by law are required to be kept confidential, including client matters.

ARTICLE V
Principal Duties

Section 1. To Govern, administer, and execute the requirements outlined in the CCR's of the Cliff Point Estates Homeowners Association for the benefit of all owners.

Section 2. Paying for Services and Collection of Dues

At least annually the Board shall gather estimates and expense information and draft a budget to determine the amount required to fully satisfy the obligations of the HOA. The board may use any method to equally distribute, in the form of annual dues, the annual operating costs among the lot owners of the HOA.

Section 3. Common Element The Board shall administer the following;

- Property taxes on common areas paid by the association
- Secure Insurance for the HOA
- Appoint Architectural Review Board Members
- Approve Maps for Easements
- Set policy for beach, picnic, and boat launch area
- Set guidelines for Refuse and Mail receptacles
- Set time restrictions on common areas
- Cliff Point Signage
- Speed Limits
- Respond to complaints, request for changes



ARTICLE VI

Actions by Written Consent

Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by the laws of the State of Alaska, to be taken at a meeting of the Board of Directors (or its committees) of the Corporation, may be taken without a meeting if a consent in writing or by electronic communication, setting forth the actions so taken, shall be signed or otherwise lawfully authenticated by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote, and may be described as such.

ARTICLE VII

Waiver of Notice

Whenever any notice is required to be given to any Director of the Corporation by the Articles of Incorporation or Bylaws, or by the laws of the State of Alaska, a waiver of the notice in writing signed by the person entitled to notice, whether before or after the time stated for notice, is equivalent to the giving of such notice.

ARTICLE VIII

Officers

Section 1. Officers Enumerated. The Officers of the Corporation shall be elected from and by the Board of Directors, and include a President, a Vice President, a Secretary, and a Treasurer. The Directors may elect or appoint other necessary Officers and assistant Officers and agents and designate their duties. Any two or more offices may be held by the same person except the offices of President and Secretary. The term of office of all Officers of the Corporation shall be for one year, but the Officers shall hold office until their successors have been duly elected and qualified. No Officer shall serve in the same position for more than three consecutive terms.

Section 2. President. The President shall preside at all meetings of the Board of Directors and committees exercising any authority of the Board of Directors, and shall perform all duties incident to the office. He or she shall, subject to the approval of the Board of Directors, appoint all committees and shall be an ex officio member of all committees.

Section 3. Vice President. The Vice President shall discharge such duties as may be assigned to him or her by the President or Board of Directors and as are incident to the office of Vice President. In the absence or disability of the President, the Vice President will act as President.



Section 4. Secretary. It shall be the duty of the Secretary to keep records of the proceedings of the Board of Directors and, when requested by the president to do so, to sign and execute with the President all deeds, bonds, contracts, and other obligations or instruments, in the name of the Corporation, to keep the corporate seal, and to affix the same to proper documents. In addition, the Secretary shall perform all other duties incident to the Office of Secretary.

Section 5. Treasurer. The Treasurer shall be the custodian of all the funds and investments of the Corporation, shall keep regular books of account, deposit all funds and valuable effects in the name of the Corporation in depositories as designated by the Board of Directors, under the direction of the Board of Directors, shall invest, and disburse the same, and shall perform all duties incident to the office of Treasurer.

Section 6. Removal of Officers. An Officer of the Corporation may be removed by the vote of two-thirds of the Board of Directors whenever in its judgment the best interest of the Corporation will be served.

Section 7. Vacancies. A vacancy in an office of President, Vice President, Secretary or Treasurer may be filled by the Board of Directors at any regular or special meeting.

ARTICLE IX

Administrative and Financial Provisions

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on July 1 of each year and end on June 30 of the following year.

Section 2. Loans Prohibited. No loans shall be made by the Corporation to any Officer or to any Directors. A Director or Officer who participates in the making of such a loan will be liable to the Corporation for the amount of the loan until its repayment.

Section 3. Shares of Stock and Dividends Prohibited. No shares or stock shall be held or issued by the Corporation. No dividend will be paid and no part of the income or profit of the Corporation will be distributed to its Directors or Officers. The Corporation may, however, pay reasonable compensation to Directors or Officers for services rendered.

Section 4. Intentionally Deleted.

Section 5. Corporate Seal. The Board of Directors may provide for a corporate seal which shall have inscribed thereon the name of the Corporation, the year and state of incorporation and the words "Corporate Seal".

Section 6. Books and Records. The Corporation shall keep correct and complete books and records of accounts and minutes of the proceedings of its Board of Directors



and committees having any of the authority of the Board of Directors. The Corporation shall also keep at its registered office or principal office in Alaska a record of the names and addresses of its Directors and Officers. All books and records of the Corporation may be inspected by any Director or Member for any proper purpose at any reasonable time pursuant to Article III, Section 8.e.

Section 7. Execution of Written Documents. Contracts, deeds, grant acceptances, documents and instruments shall be executed by the President and attested by the Secretary, however, the Board of Directors may by resolution delegate authority to execute written documents to an Executive Director or his/her designee.

Section 8. Signing of Checks and Notes. Checks, notes, drafts, and demands for money shall be signed by two persons who shall be Officers of the Corporation, or other corporate employees, as designated by resolutions of the Board of Directors. Such authorized personnel will be required to sign a "Corporate Bank Resolution" which authorizes the Corporation's banks to approve the checks, notes, drafts, and demands for payment.

Section 9. Indemnification of Directors and Officers. The Corporation may indemnify a Director, Officer, or former Director or Officer of the Corporation against expenses actually and reasonably incurred by that person in connection with the defense of any action, suit or proceeding, civil or criminal, in which that person is made part by reason of being or having been a Director or Officer, except in relation to matters in which that person was adjudged, in the action, suite or proceeding, to be liable for negligence or misconduct in the performance of corporate duties; and to make any other indemnification authorized by the articles of incorporation or bylaws, or resolution adopted after notice by the members entitled to vote, and to the fullest extent such indemnity may be provided pursuant to AS 10.20.011 (14), as may be amended.

Section 10. Limitation of Director Liability. Directors, past and present, shall have no liability to the Corporation for breach of the Director's duty of loyalty to the Corporation; (b) acts or omissions that are not in good faith or that involve intentional misconduct or a knowing violation of law; or (c) a transaction from which the Director derives an improper personal benefit. If the Alaska Nonprofit Corporations Code is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director shall be eliminated or limited to the full extent permitted by the Alaska Nonprofit Corporations Code as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such Director occurring prior to such repeal or modification.

Section 11. Indemnification of Employees and Agents. The Corporation may, by action of its Board of Directors, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the



same scope and effect as the provisions of Section 9 with respect to the indemnification and advancement of expenses of Directors and Officers of the Corporation.

Section 12. Insurance. The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, Officer, employee or agent of the Corporation against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska State. 10.20. et., seq. or any successor statute thereto.

Section 13. Amendment of Bylaws. These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the Board of Directors at any annual, regular or special meeting of the Board of Directors.

Section 14. Rules of Procedure. The rules of procedure at meetings of the Board of Directors of the Corporation shall be the rules contained in Robert's' Rules of Order on Parliamentary Procedure, newly revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or with any resolution of the Board of Directors.

Section 15. Bonds for Employees. All salaried employees of the Corporation who handle funds shall, at the expense of the Corporation or as directed by the Board of Directors, furnish bond acceptable to the Board of Directors. Bond may be waived at the discretion of the Board of Directors.

Certificate

Michael R Martin Jr, being the Secretary of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted by the Board of Directors on 9/25, 2019.

9/25/2019
DATE

Michael R Martin Jr
CPE HoA, Secretary



4. Description of land to be added into the CPE.

None Available.



5. Description of land that may be withdrawn.

None Available.

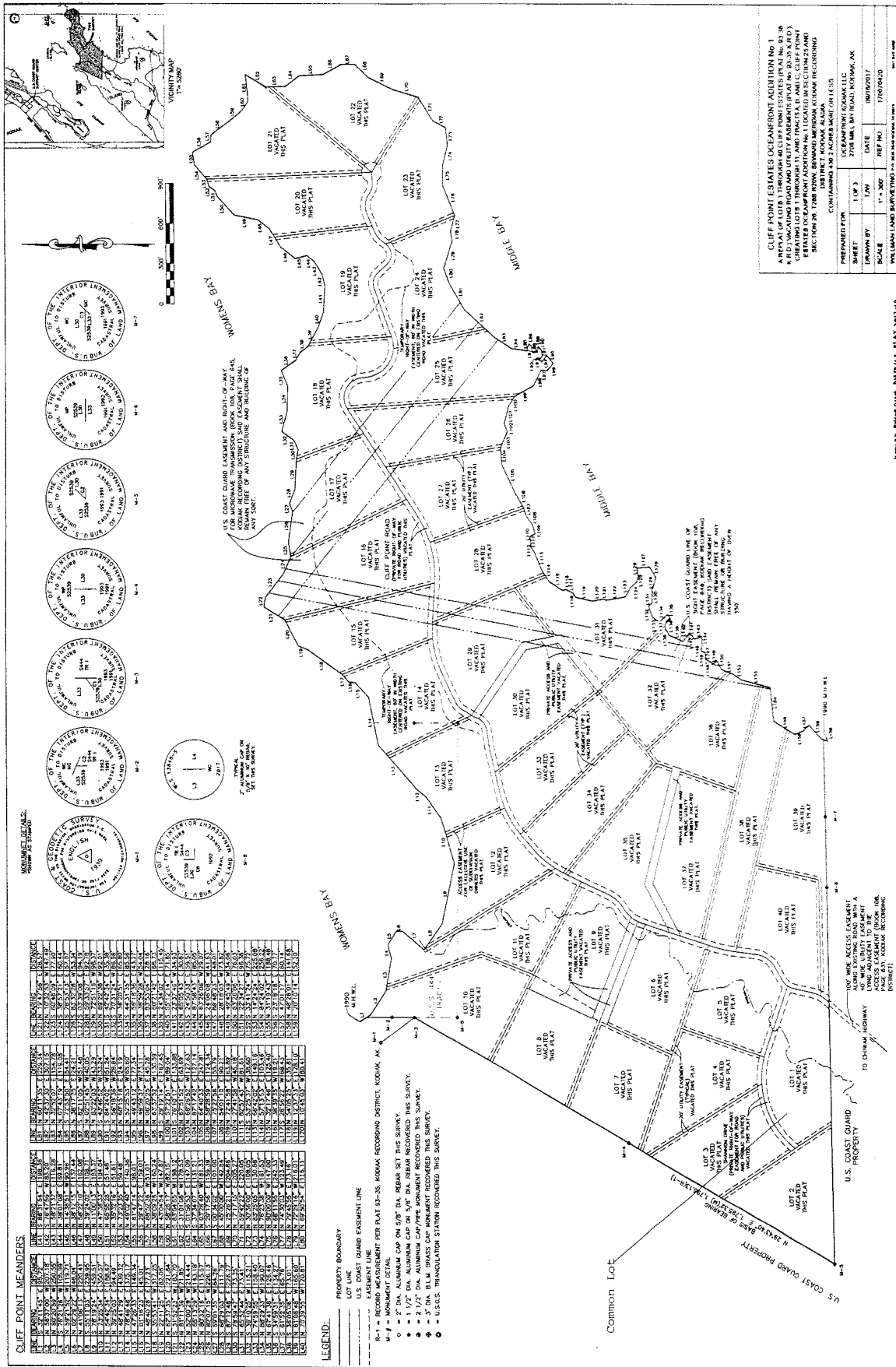


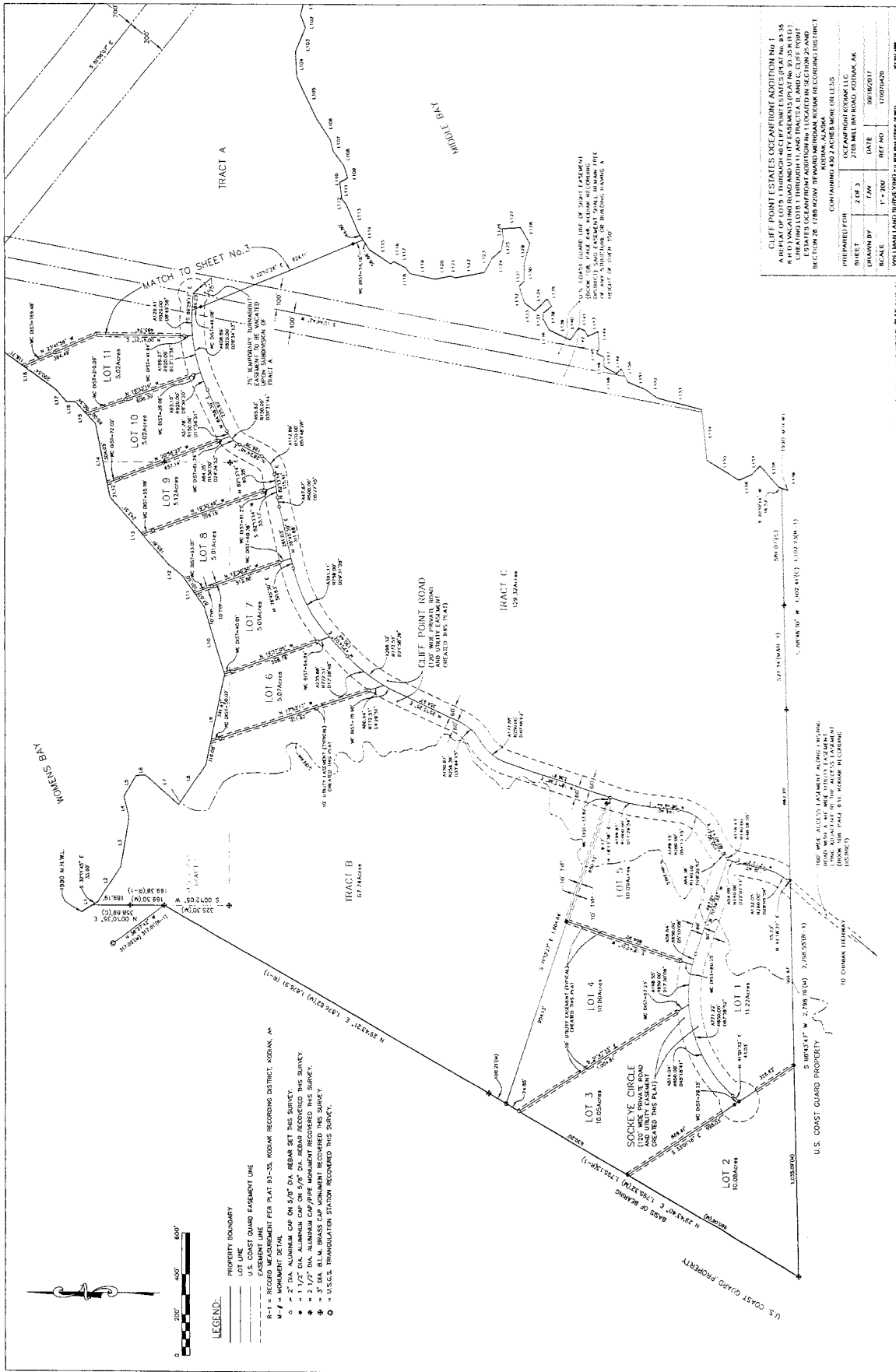
6. Description of current easements.

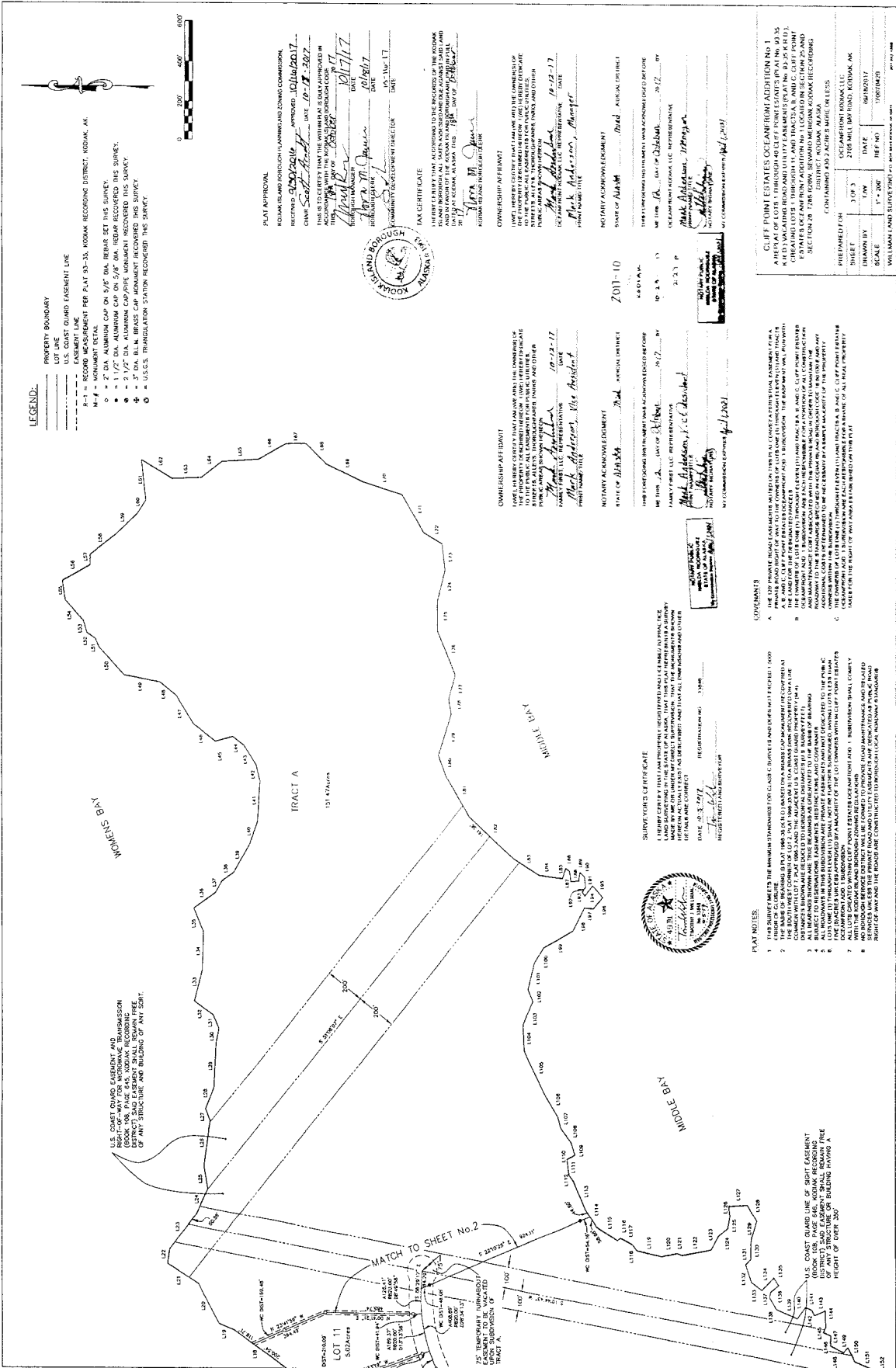
See Attached Plats:

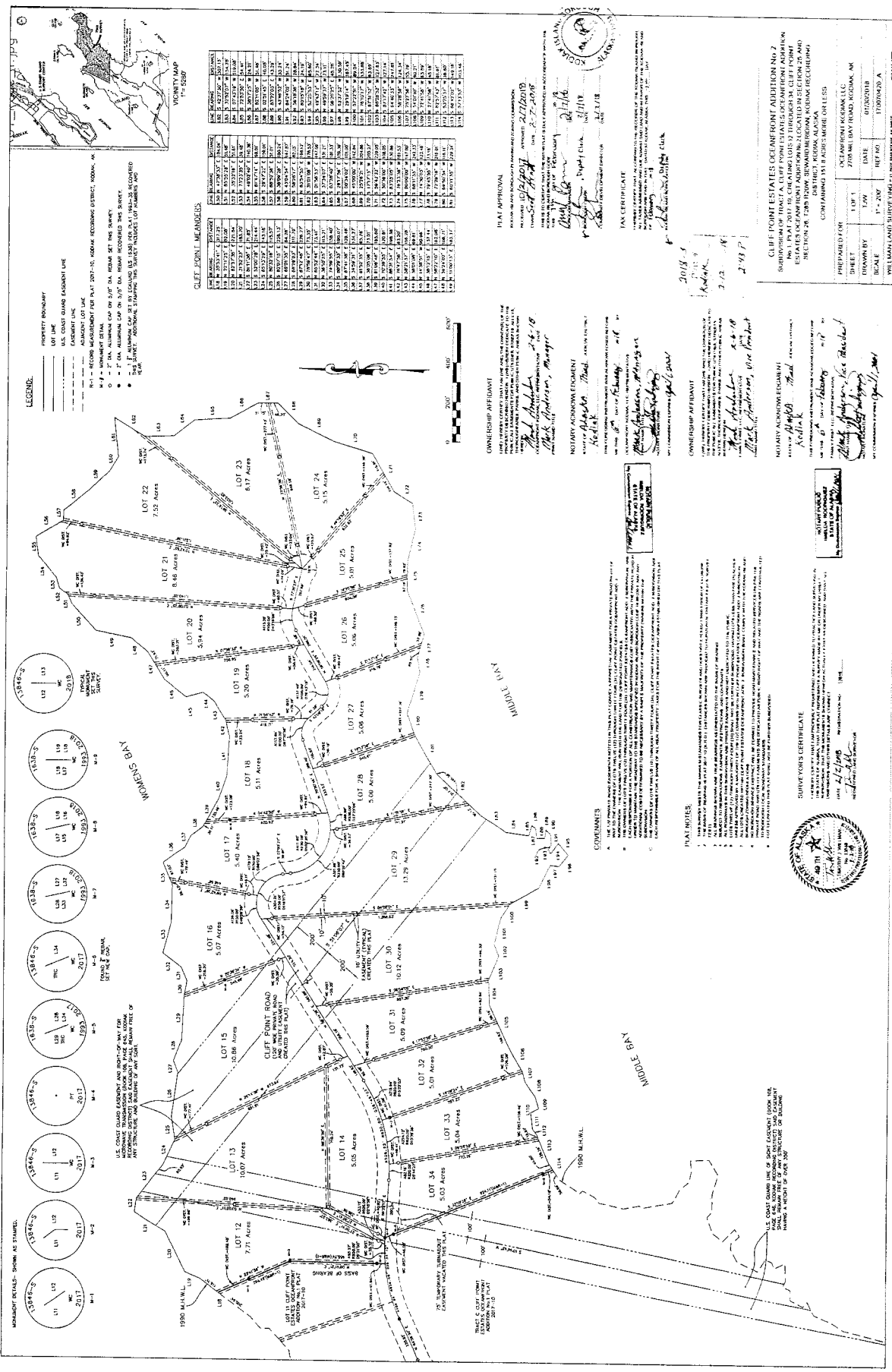
- a. Plat No. 2017-10
- b. Plat No. 2018-3
- c. Plat No. 2018-12
- d. Plat No. 2019-4
- e. Plat No. 2019-5
- f. Plat No. 2019-9











CLUFF POINT MEASUREMENTS

LOT NO.	ACRES	AREA	PERIMETER	DIAGNALS	AREA	PERIMETER	DIAGNALS
1	1.17	1.17	1.17	1.17	1.17	1.17	1.17
2	1.17	1.17	1.17	1.17	1.17	1.17	1.17
3	1.17	1.17	1.17	1.17	1.17	1.17	1.17
4	1.17	1.17	1.17	1.17	1.17	1.17	1.17
5	1.17	1.17	1.17	1.17	1.17	1.17	1.17
6	1.17	1.17	1.17	1.17	1.17	1.17	1.17
7	1.17	1.17	1.17	1.17	1.17	1.17	1.17
8	1.17	1.17	1.17	1.17	1.17	1.17	1.17
9	1.17	1.17	1.17	1.17	1.17	1.17	1.17
10	1.17	1.17	1.17	1.17	1.17	1.17	1.17
11	1.17	1.17	1.17	1.17	1.17	1.17	1.17
12	1.17	1.17	1.17	1.17	1.17	1.17	1.17
13	1.17	1.17	1.17	1.17	1.17	1.17	1.17
14	1.17	1.17	1.17	1.17	1.17	1.17	1.17
15	1.17	1.17	1.17	1.17	1.17	1.17	1.17
16	1.17	1.17	1.17	1.17	1.17	1.17	1.17
17	1.17	1.17	1.17	1.17	1.17	1.17	1.17
18	1.17	1.17	1.17	1.17	1.17	1.17	1.17
19	1.17	1.17	1.17	1.17	1.17	1.17	1.17
20	1.17	1.17	1.17	1.17	1.17	1.17	1.17
21	1.17	1.17	1.17	1.17	1.17	1.17	1.17
22	1.17	1.17	1.17	1.17	1.17	1.17	1.17
23	1.17	1.17	1.17	1.17	1.17	1.17	1.17
24	1.17	1.17	1.17	1.17	1.17	1.17	1.17
25	1.17	1.17	1.17	1.17	1.17	1.17	1.17
26	1.17	1.17	1.17	1.17	1.17	1.17	1.17
27	1.17	1.17	1.17	1.17	1.17	1.17	1.17
28	1.17	1.17	1.17	1.17	1.17	1.17	1.17
29	1.17	1.17	1.17	1.17	1.17	1.17	1.17
30	1.17	1.17	1.17	1.17	1.17	1.17	1.17
31	1.17	1.17	1.17	1.17	1.17	1.17	1.17
32	1.17	1.17	1.17	1.17	1.17	1.17	1.17
33	1.17	1.17	1.17	1.17	1.17	1.17	1.17
34	1.17	1.17	1.17	1.17	1.17	1.17	1.17

DEED AFFIDAVIT
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as recorded in the public records of the State of Alaska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Alaska.

[Signature]
 Notary Public
 State of Alaska

TAX CERTIFICATE
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as recorded in the public records of the State of Alaska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Alaska.

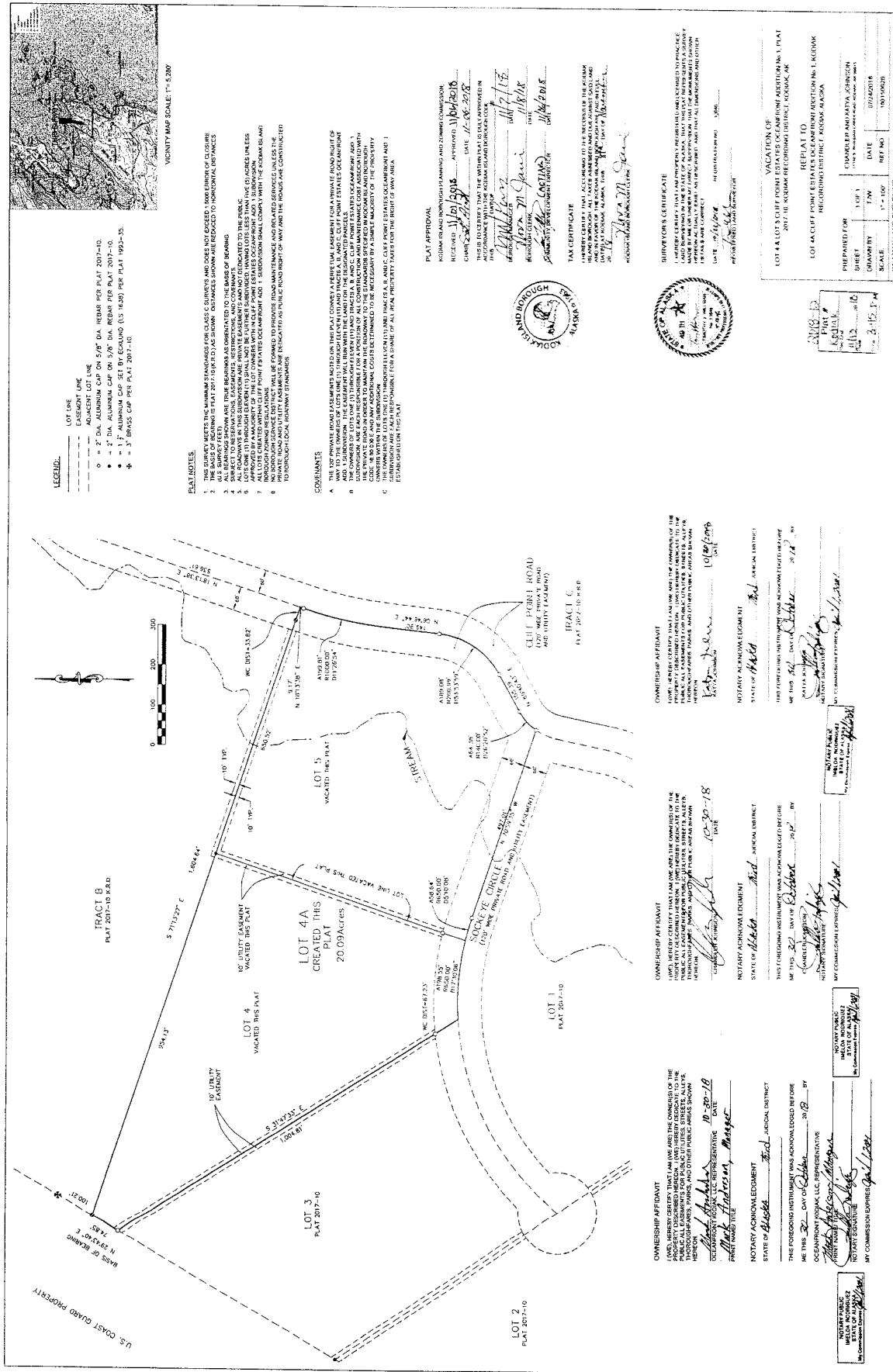
[Signature]
 Notary Public
 State of Alaska

CLIFF POINT ESTATES OCEANFRONT ADDITION NO. 2
 SUBDIVISION OF TRACT A, CLIFF POINT ESTATE OCEANFRONT ACQUISITION
 MAP 1-14-1918, BEARING S 81° 10' 00" W THROUGH 34, CLIFF POINT
 SECTION 28, T 128 N, R 12 W, SEWARD MERIDIAN, KODIAK RECORDS

COMPARING 1518 ACRES MORE OR LESS

PREPARED FOR: OCEANFRONT KODIAK LLC
 DRAWN BY: JEFFREY A. HARRIS
 SCALE: 1" = 200'
 DATE: 02/20/2018
 REF NO: 151802020 A
 (P) L. M. HARRIS SURVEYING & CONSULTING, INC.





- LEGEND:**
- LOT LINE
 - - - - EASEMENT LINE
 - - - - ADJACENT LOT LINE
 - 1\"/>

VICINITY MAP SCALE: 1" = 5,280'

PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1/1000 ERROR OF CLOSURE.
2. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS DETERMINED BY MEANS OF THE TRANSIT.
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS DETERMINED BY MEANS OF THE TRANSIT.
4. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS DETERMINED BY MEANS OF THE TRANSIT.
5. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS DETERMINED BY MEANS OF THE TRANSIT.
6. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS DETERMINED BY MEANS OF THE TRANSIT.
7. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS DETERMINED BY MEANS OF THE TRANSIT.
8. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS DETERMINED BY MEANS OF THE TRANSIT.

COMMENTS:

- A. THE LOT PRIVATE ROAD EASEMENT NOTED ON THIS PLAT CONVEYS A BENEFICIAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- B. THE OWNERS OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- C. THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE EASEMENT OFFICER IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT AND TO MAINTAIN THE ROADWAY TO THE EASEMENT OFFICER IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT.
- D. THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE EASEMENT OFFICER IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT AND TO MAINTAIN THE ROADWAY TO THE EASEMENT OFFICER IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT.

PLAT APPROVAL
 KODIAK ISLAND THROUGH PLANNING AND ZONING COMMISSION
 RECEIVED: 11/04/2018 APPROVAL: 11/04/2018
 CLERK: [Signature] DATE: 11/08/2018
 THIS IS TO CERTIFY THAT THE WITHIN PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT AND THE ZONING ORDINANCES OF THE CITY OF KODIAK, ALASKA.

TAX CERTIFICATE
 I, [Notary Name], Notary Public for the State of Alaska, do hereby certify that the foregoing instrument was acknowledged before me on this 22nd day of October, 2018, by [Signatories], and that the instrument is a true and correct copy of the original as shown to me.

SURVEYOR'S CERTIFICATE
 I, [Surveyor Name], a Licensed Professional Surveyor in the State of Alaska, do hereby certify that the foregoing instrument was prepared by me or under my direct supervision and that all measurements and other data shown thereon were obtained by me or under my direct supervision and that the instrument is a true and correct copy of the original as shown to me.

PREPARED FOR
 SHEET: 1 OF 1
 QUANTITY: 10
 SCALE: 1" = 100'

VACATION OF EASEMENT
 LOT 4A CLIFF POINT ESTATES OCEANFRONT RESORT NO. 1, KODIAK, ALASKA
 RECORDING DISTRICT: KODIAK, ALASKA

DATE 11/08/2018
BY [Signatures]

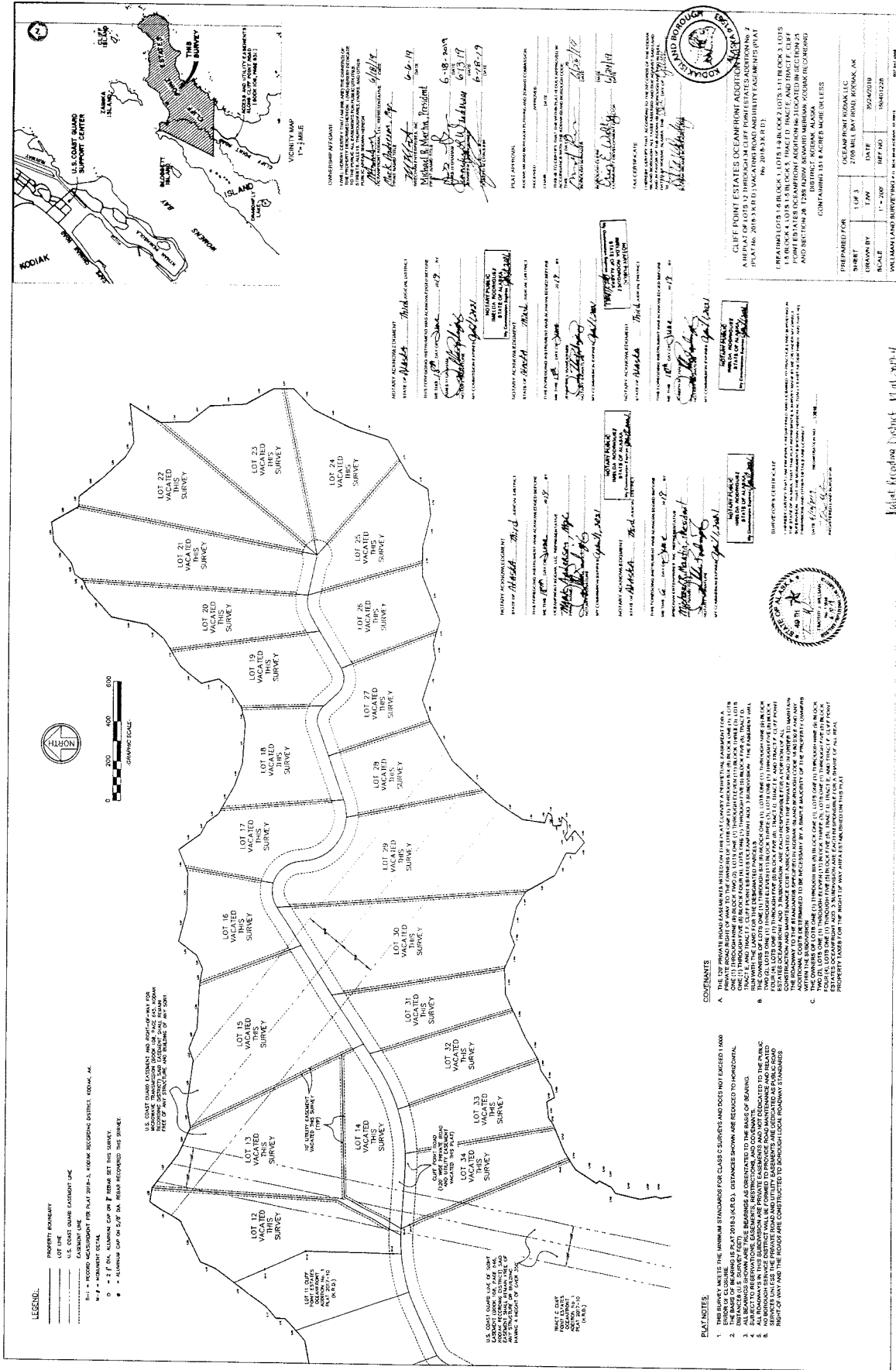
OWNERSHIP AFFIDAVIT
 I, [Notary Name], Notary Public for the State of Alaska, do hereby certify that the foregoing instrument was acknowledged before me on this 22nd day of October, 2018, by [Signatories], and that the instrument is a true and correct copy of the original as shown to me.

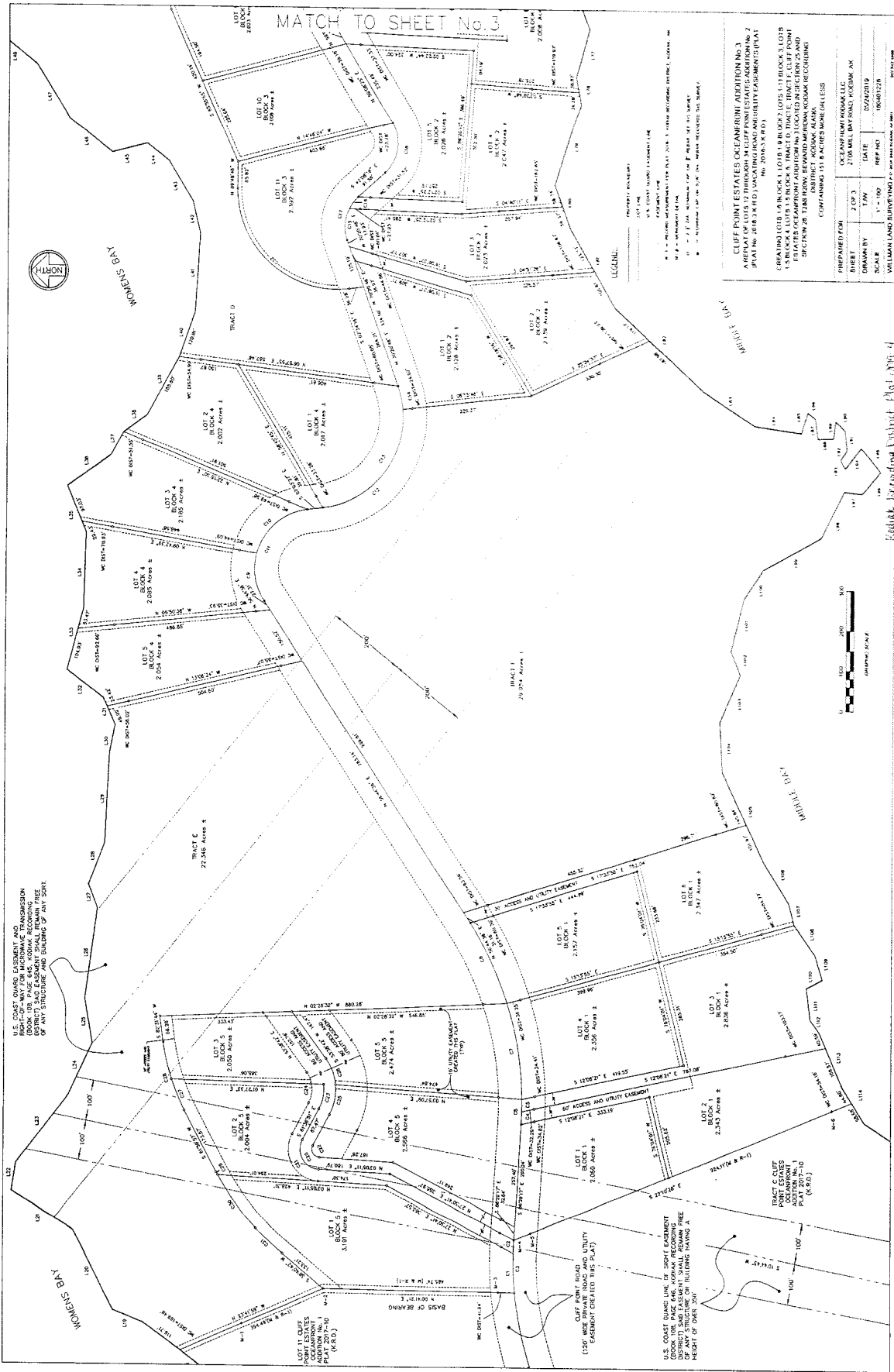
NOTARY ACKNOWLEDGMENT
 STATE OF ALASKA
 I, [Notary Name], Notary Public for the State of Alaska, do hereby certify that the foregoing instrument was acknowledged before me on this 22nd day of October, 2018, by [Signatories], and that the instrument is a true and correct copy of the original as shown to me.

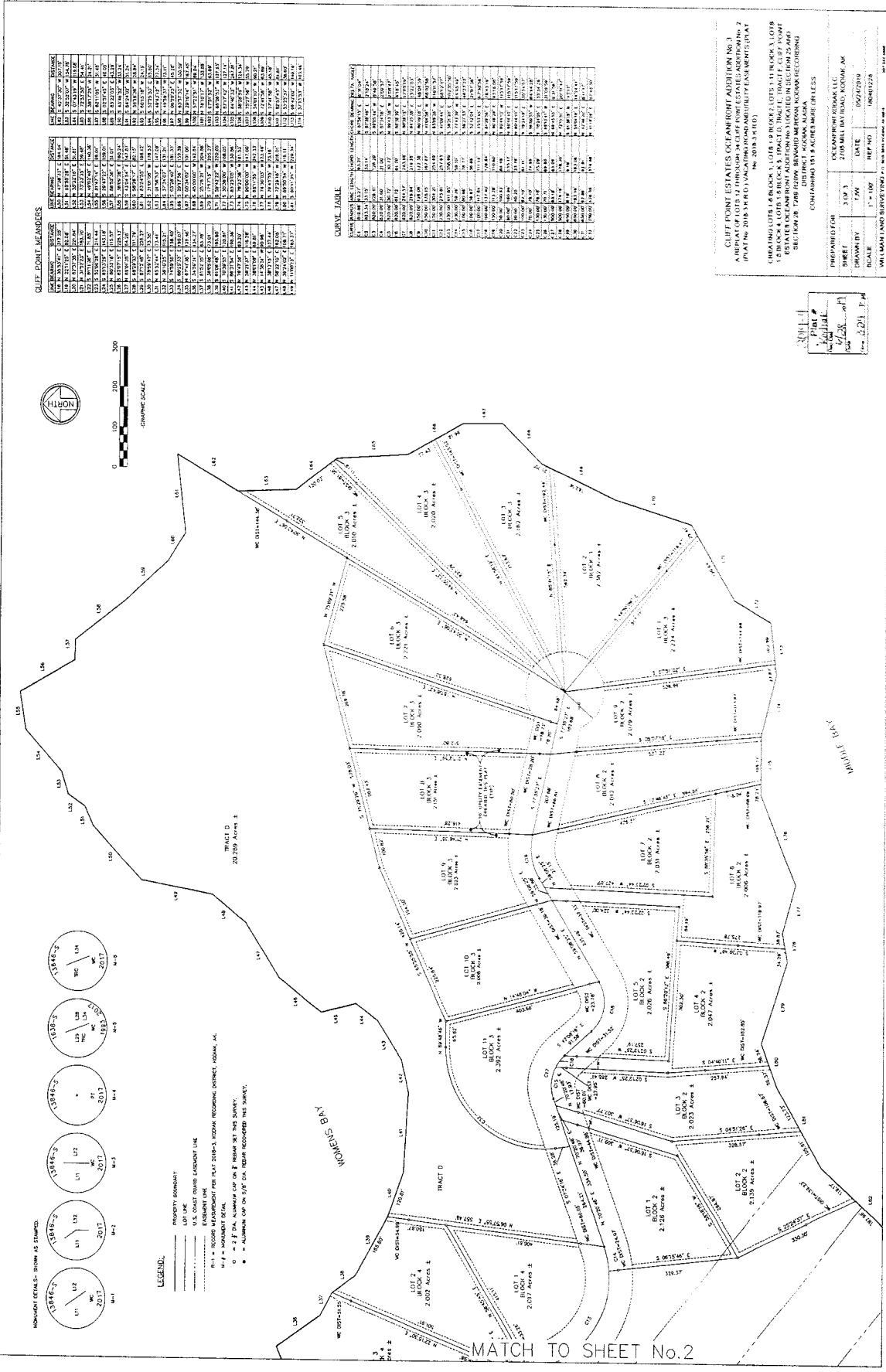
OWNERSHIP AFFIDAVIT
 I, [Notary Name], Notary Public for the State of Alaska, do hereby certify that the foregoing instrument was acknowledged before me on this 22nd day of October, 2018, by [Signatories], and that the instrument is a true and correct copy of the original as shown to me.

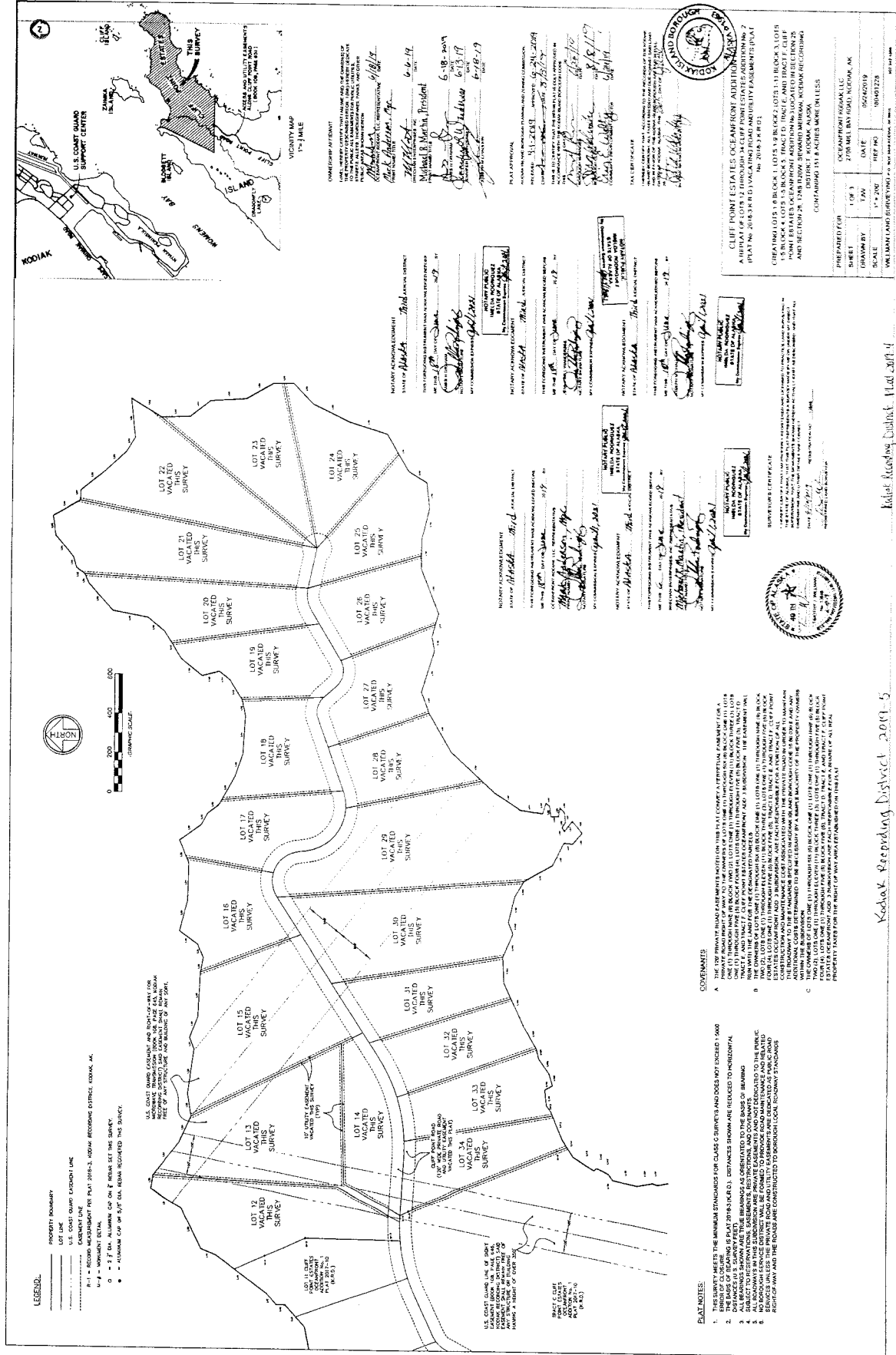
NOTARY ACKNOWLEDGMENT
 STATE OF ALASKA
 I, [Notary Name], Notary Public for the State of Alaska, do hereby certify that the foregoing instrument was acknowledged before me on this 22nd day of October, 2018, by [Signatories], and that the instrument is a true and correct copy of the original as shown to me.



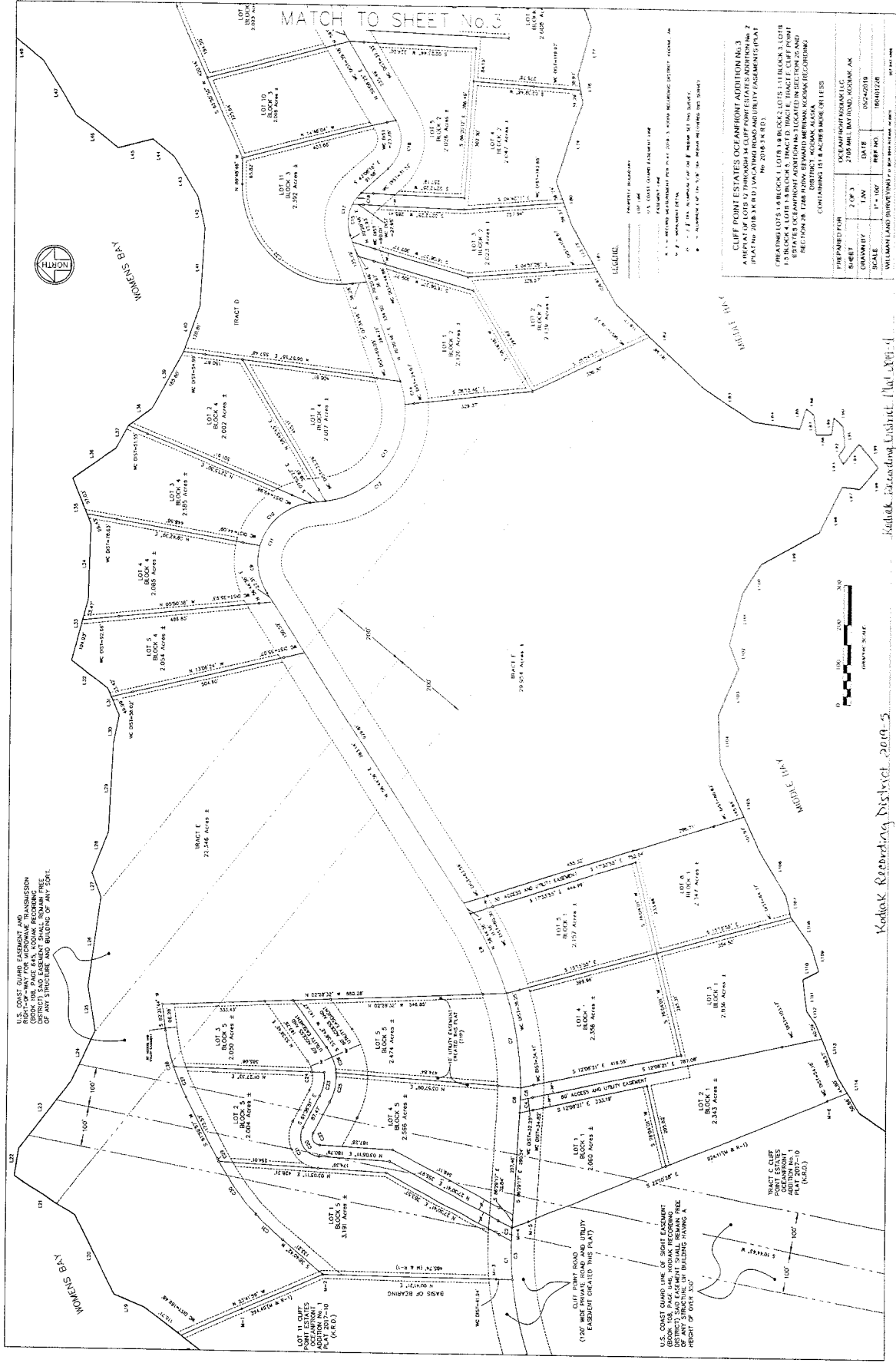


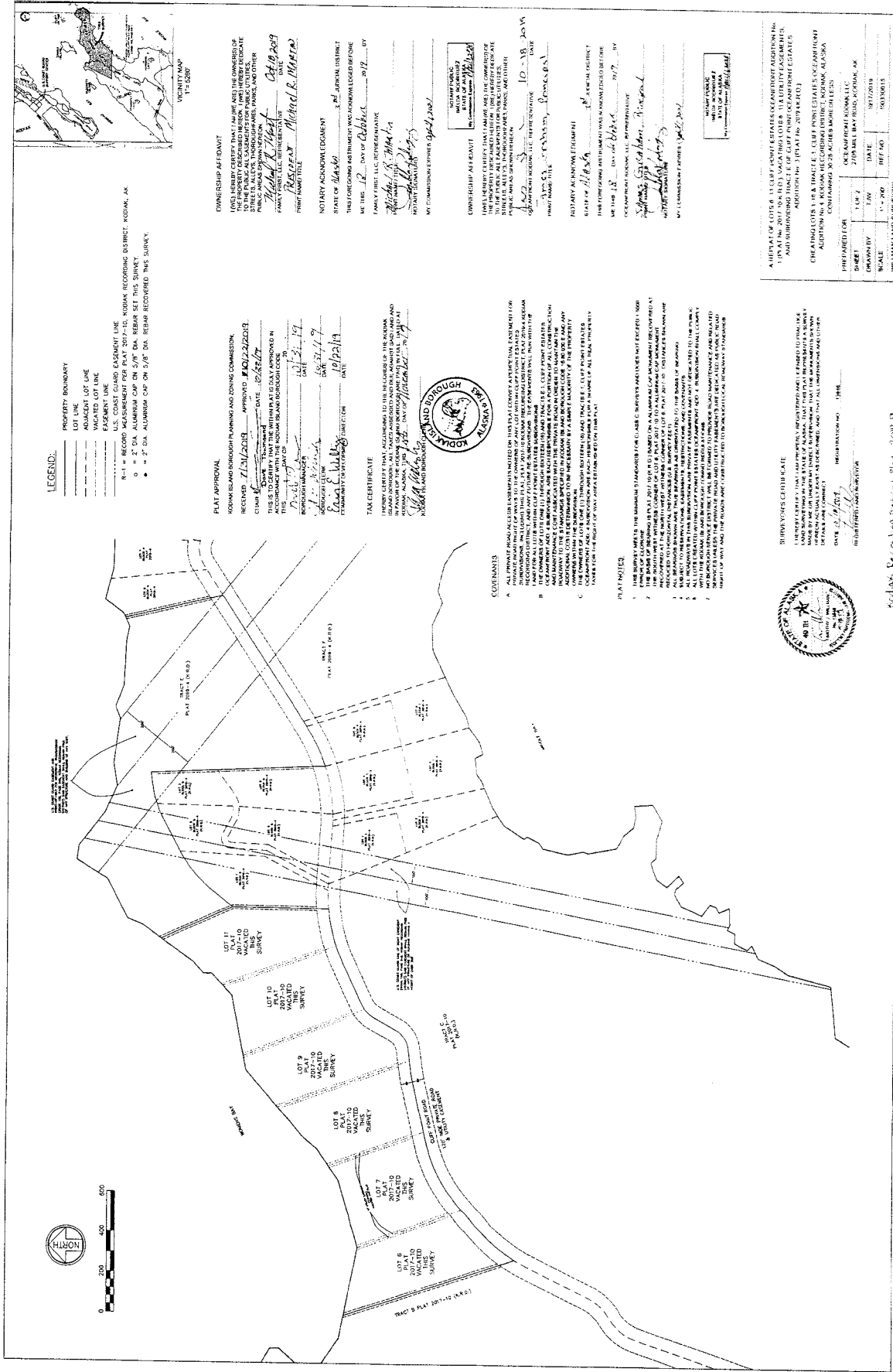






Kooiak Recording District 2019-5
Kooiak Recording District Plat 2019-5





LEGEND:
 PROPERTY BOUNDARY
 LOT BOUNDARY
 ADJACENT LOT LINE
 VACATED LOT LINE
 EASEMENT LINE
 U.S. COAST AND GEODETIC SURVEY LINE
 R-1 = RECORD
 0 = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY
 * = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY

FLAT APPROVAL
 KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION
 RECEIVED: 7/11/2019 APPROVED: 8/02/2019
 CLAIM: 7/11/2019 DATE: 8/02/2019
 THIS IS TO CERTIFY THAT THE WITHIN PLAT IS AS SHOWN AND APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE.
 SUPERVISOR: [Signature] DATE: 8/21/19
 PLANNING MANAGER: [Signature] DATE: 8/21/19
 COMMUNITY DEVELOPMENT DIRECTOR: [Signature] DATE: 8/21/19

TAX CERTIFICATE
 I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES AND CHARGES DUE TO THE BOROUGH AND STATE OF ALASKA, FOR THE YEAR 2018, HAVE BEEN PAID BY [Signature] ON 8/21/19.
 TAX COLLECTOR: [Signature] DATE: 8/21/19



COVENANTS
 A. ALL TRACTS SHALL BE SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
 B. THE COVENANTS OF LOT 11 SHALL BE SUBJECT TO THE COVENANTS OF LOT 10.
 C. THE COVENANTS OF LOT 10 SHALL BE SUBJECT TO THE COVENANTS OF LOT 9.
 D. THE COVENANTS OF LOT 9 SHALL BE SUBJECT TO THE COVENANTS OF LOT 8.
 E. THE COVENANTS OF LOT 8 SHALL BE SUBJECT TO THE COVENANTS OF LOT 7.
 F. THE COVENANTS OF LOT 7 SHALL BE SUBJECT TO THE COVENANTS OF LOT 6.
 G. THE COVENANTS OF LOT 6 SHALL BE SUBJECT TO THE COVENANTS OF LOT 5.
 H. THE COVENANTS OF LOT 5 SHALL BE SUBJECT TO THE COVENANTS OF LOT 4.
 I. THE COVENANTS OF LOT 4 SHALL BE SUBJECT TO THE COVENANTS OF LOT 3.
 J. THE COVENANTS OF LOT 3 SHALL BE SUBJECT TO THE COVENANTS OF LOT 2.
 K. THE COVENANTS OF LOT 2 SHALL BE SUBJECT TO THE COVENANTS OF LOT 1.
 L. THE COVENANTS OF LOT 1 SHALL BE SUBJECT TO THE COVENANTS OF LOT 0.

PLAT NOTES:

1. THE BOUNDARY OF LOT 11 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
2. THE BOUNDARY OF LOT 10 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
3. THE BOUNDARY OF LOT 9 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
4. THE BOUNDARY OF LOT 8 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
5. THE BOUNDARY OF LOT 7 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
6. THE BOUNDARY OF LOT 6 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
7. THE BOUNDARY OF LOT 5 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
8. THE BOUNDARY OF LOT 4 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
9. THE BOUNDARY OF LOT 3 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
10. THE BOUNDARY OF LOT 2 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
11. THE BOUNDARY OF LOT 1 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.
12. THE BOUNDARY OF LOT 0 IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS OF RECORD FOR THE TRACTS TO WHICH THEY APPLY.



SURVEYS CERTIFICATE
 I HEREBY CERTIFY THAT THE SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALASKA SURVEYING ACT AND THE KODIAK ISLAND BOROUGH CODE.
 SURVEYOR: [Signature] DATE: 8/21/19
 REGISTERED SURVEYOR: [Signature] DATE: 8/21/19

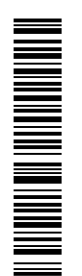
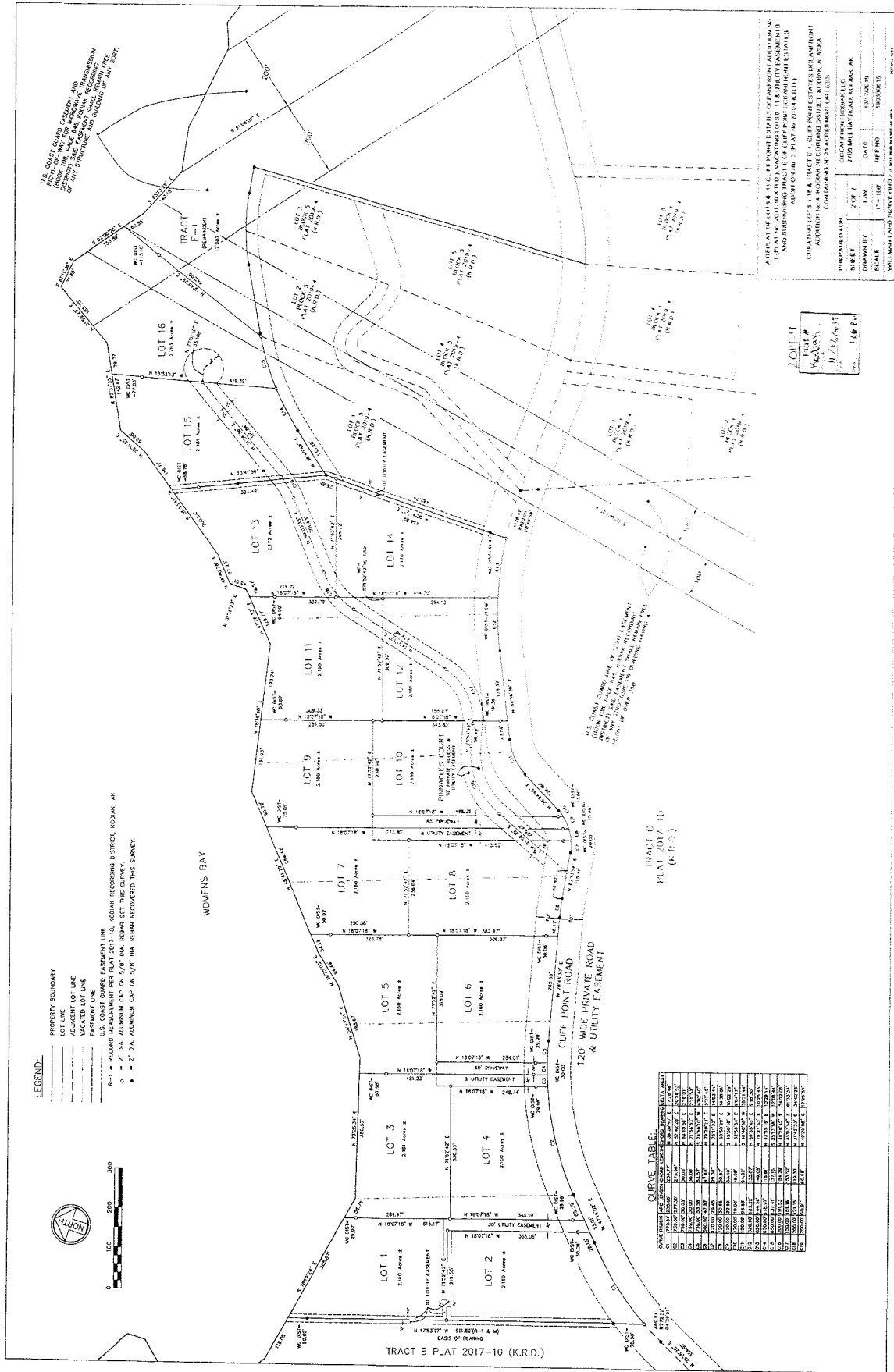
KODIAK RECORD DISTRICT PLAT 2019-17

OWNERSHIP AFFIDAVIT
 I, [Signature], HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT AND THAT I HAVE THE RIGHT TO CONVEY THE SAME.
 STATE OF ALASKA, JUDICIAL DISTRICT OF [Signature]
 COUNTY OF [Signature]
 I, [Signature], HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT AND THAT I HAVE THE RIGHT TO CONVEY THE SAME.
 STATE OF ALASKA, JUDICIAL DISTRICT OF [Signature]
 COUNTY OF [Signature]



PLAT INFORMATION
 SHEET: 1 OF 2
 DRAWN BY: [Signature]
 SCALE: 1" = 200'
 DATE: 8/21/2019
 PROJECT NO.: 19030015
 PROJECT NAME: [Signature]



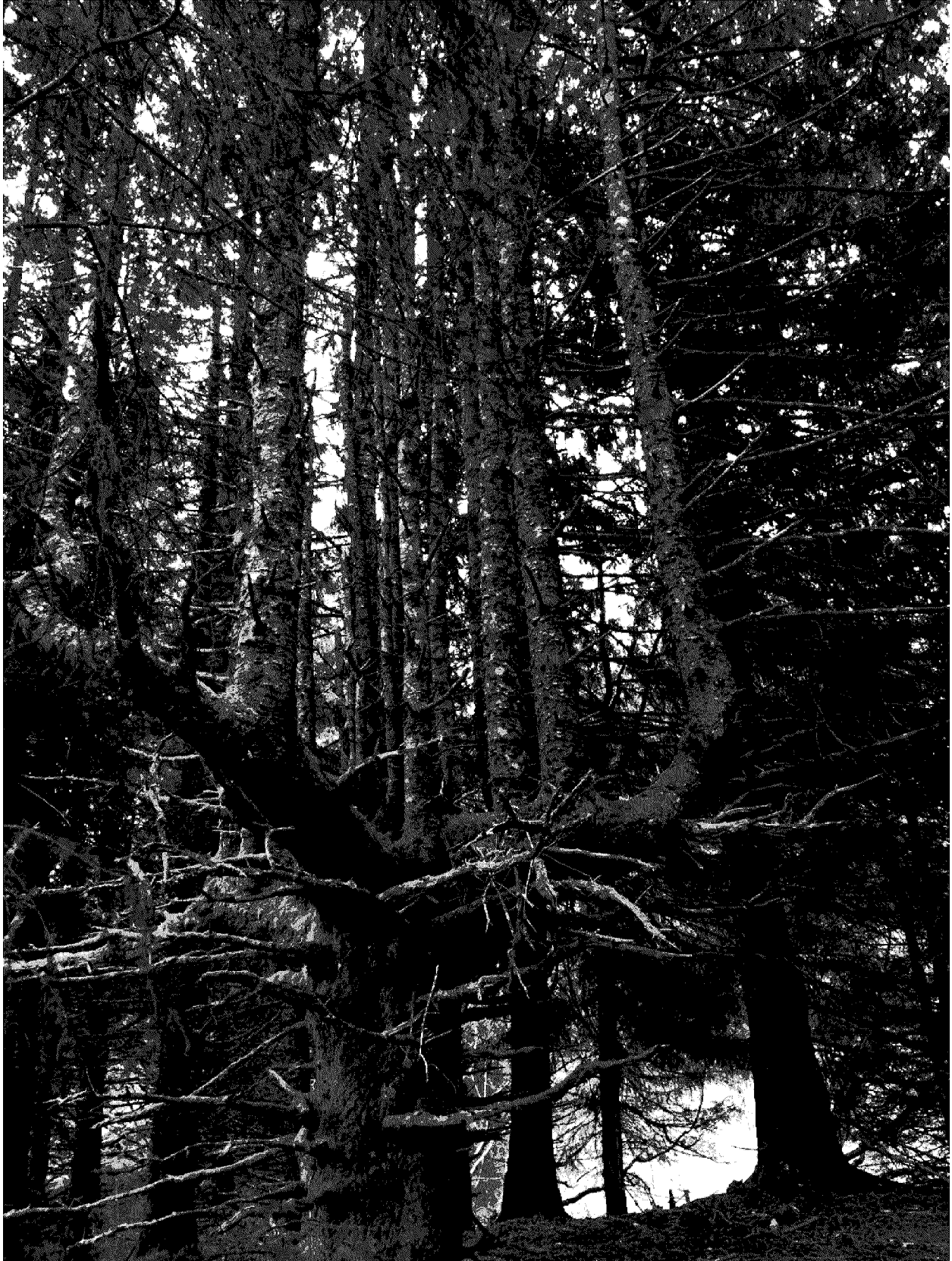


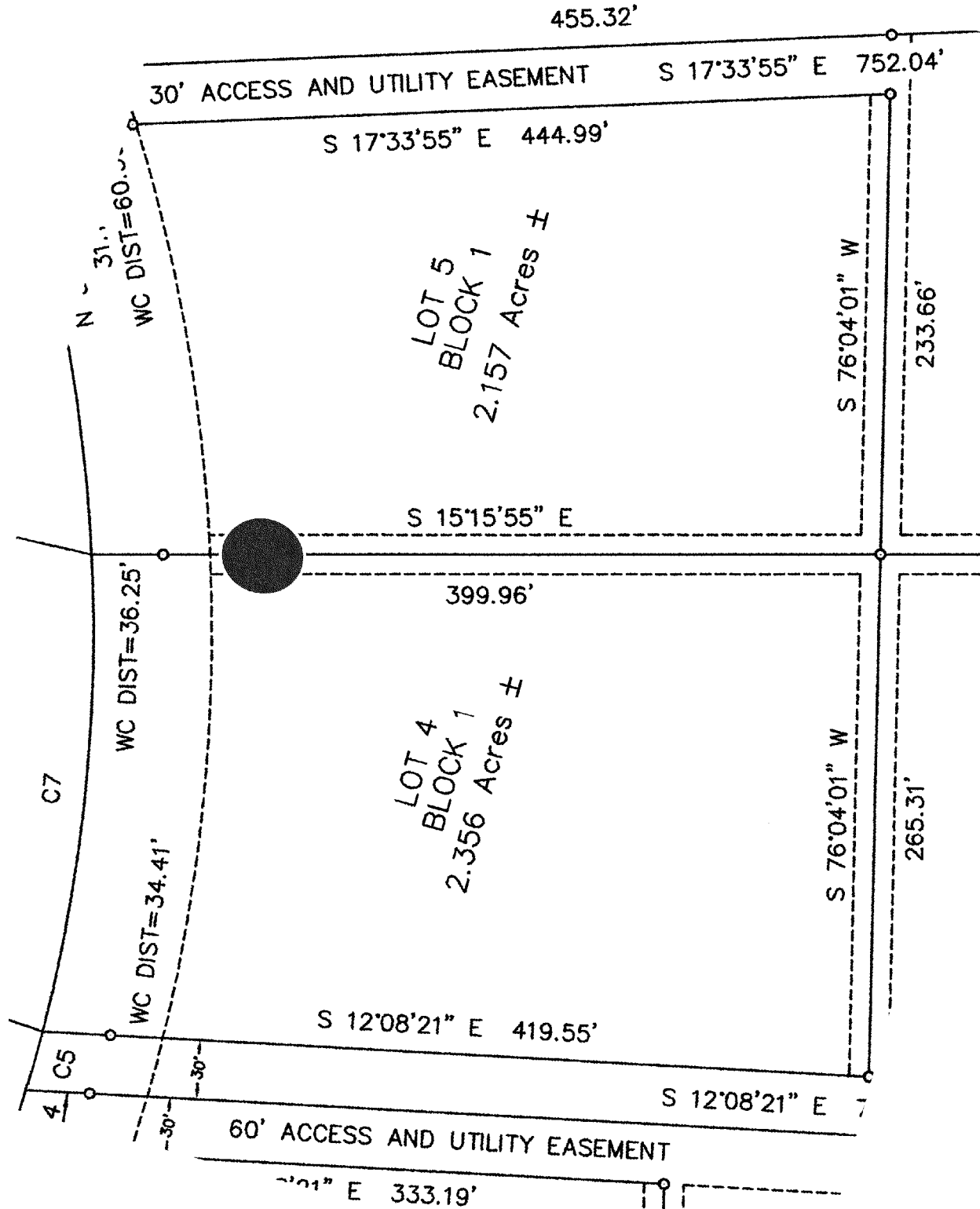
7. Reserved Rights.

See Attached Photo: The "Mother Tree."

The Mother Tree is disclosed on Plat 2019-5 of the Kodiak Recording District, situated on Lots 4 and 5, Block 1 of the Anchor Cove Neighborhood. Owners of Lots where the Mother Tree is situated shall not destroy, cut, or cause damage to the Mother Tree. Owners of Lots where the Mother Tree is situated shall take care to preserve the integrity and life of the tree so long as the tree survives. The Association shall maintain an easement as required in Section 12.01 and provide annual care for the tree as well as be responsible for any future removal, if required. This reservation shall end upon the expiration and removal of the Mother Tree.







8. Common Area Maintenance.

The Association shall provide exterior maintenance upon the Common Areas as follows:

- (1) painting, maintenance, repair and replacement of common area fencing, common area utility systems, and any other common area;
- (2) maintenance and repair of all common area paving, including private streets, walks, and common parking area;
- (3) landscape care; and
- (4) snow removal.



9. Statement of Budget.

See Attached.



Cliff Point HOA Budget

prepared: 12-6-2019
By: James Graham

	No. of Properties 60			No. of Properties 67				
	Signed:	Dated:	Projected 2020 Budget	2020 actual YTD	2020 Per Property	Projected 2021 Budget	2021 actual YTD	2021 Per Property
	Income							
Assessments			\$ 72,000.00			\$ 80,400.00		
Violation fines								
Interest Income								
Community Lot 1 Income								
Community Lot 7 Income								
Misc. Income								
Carryover from Previous Year (loss)								
Total Income			\$ 72,000.00		\$ 1,200.00	\$ 80,400.00		\$ 1,200.00
Expense								
Repair and Maintenance Expense								
Snow removal / Sanding			\$ 22,940.00			\$ 22,940.00		
Road Grading			\$ 7,200.00			\$ 7,200.00		
Ditching and culvert maintenance			\$ 5,600.00			\$ 5,600.00		
Total, Repair and Maint. Expense			\$ 35,740.00		\$ 595.67	\$ 35,740.00		\$ 533.43
Administrative Expense								
Management Fees			\$ 9,000.00			\$ 9,000.00		
Watchman			\$ 2,400.00			\$ 2,400.00		
Legal Fees			\$ 5,000.00			\$ 5,000.00		
Accounting			\$ 5,000.00			\$ 4,000.00		
Bank Charges			\$ -			\$ -		
Postage			\$ -			\$ -		
Taxes			\$ -			\$ -		
Bad Debts			\$ -			\$ -		
Misc Admin Expense			\$ -			\$ -		
Total, Administrative Expense			\$ 21,400.00		\$ 356.67	\$ 20,400.00		\$ 304.48
Community Lot Expenses								
Lot 7, Grounds Maintenance/Repair			\$ -			\$ 2,000.00		
Utilities			\$ -			\$ 900.00		
Lot 1A, Maintenance/Storage Area								
Grounds Maintenance/Repair			\$ -			\$ 1,000.00		
Utilities			\$ -			\$ 900.00		
Gate House								
Maintenance			\$ -			\$ 3,800.00		
Utilities			\$ -			\$ 3,000.00		
Mother Tree Maintenance			\$ 750.00			\$ 750.00		
Misc Maintenance and Repair			\$ -			\$ -		
Taxes on Community Properties			\$ 3,300.00			\$ 3,300.00		
Total, Community Lot Expense			\$ 4,050.00		\$ 67.50	\$ 15,650.00		\$ 233.58
Insurance Expense			\$ 2,500.00		\$ 41.67	\$ 2,500.00		\$ 37.31
Garbage Collection Expense			\$ 3,000.00		\$ 50.00	\$ 3,000.00		\$ 44.78
Total Expenses			\$ 61,190.00		\$ 1,019.83	\$ 71,790.00		\$ 1,071.49
Reserve Fund			\$ 10,810.00			\$ 8,610.00		



10. Description of Lien.

See Attached Lien:

Family First LLC for the initial Property purchase.



PROMISSORY NOTE

\$1,850,000

Kodiak, Alaska
June 1, 2015

FOR VALUE RECEIVED, the undersigned Oceanfront Kodiak, LLC ("Borrower"), an Alaska limited liability company, promises to pay to Family First, LLC, an Alaska limited liability company, or order, the principal sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,850,000), with interest at the rate of seven percent (7%), compounded annually, accruing beginning as of the date of this Note until paid in full.

Payments of interest only shall be due and payable under this Note on December 31, 2015, December 31, 2016, and December 31, 2017. Principal payments shall be due and payable under this Note upon the closing of each sale of a lot within the CLIFF POINT ESTATES property defined below, including any subsequent subdivision of any such lot, to a third-party purchaser. The amount of such principal payment shall be equal to (i) sixty-five percent (65%) of the purchase price for the lot, or (ii) in the case of a seller-financed sale, the down payment received from the purchaser. In addition, principal payments equal to 65% of each payment made to Borrower by a third-party purchaser under any promissory note executed by such purchaser in favor of Borrower shall be due and payable upon Borrower's receipt of such payment. All unpaid principal due under this Note, together with all accrued and unpaid interest, shall be due and payable in full on or before June 1, 2018. Payments shall be made to 2705 Mill Bay Road, Kodiak, Alaska 99615, or such other place as the holder of this Note may designate in writing. Payments not received under this Note within fifteen (15) days of the due date beginning with the payment due December 2016, shall incur an administrative fee equal to five percent (5%) of the amount past due. All payments received shall be applied first to any costs incurred by the holder in enforcing this Note, then to administrative fees on past due payments, then to accrued and unpaid interest on the outstanding principal, and then to principal.

This Note is secured by a deed of trust of even date executed by Borrower on the real property legally described as LOTS ONE (1) THROUGH FORTY (40), INCLUSIVE, CLIFF POINT ESTATES, according to the official plate thereof, filed under Plat No. 93-35, located in the Kodiak Recording District, Third Judicial District, State of Alaska. Upon the closing of the sale of a lot covered by the deed of trust to a third-party purchaser and subject to the holder of this Note receiving payment of 65% of the purchase price for the lot and there being no then-current default under this Note, Family First, LLC will request that the trustee under the deed of trust reconvey, without warranty, said lot.

This Note may be prepaid in whole or in part at any time, without penalty.

In the event of any default in the payment of this Note, and if the same is referred to an attorney at law for collection, or any action at law or in equity is brought with respect to this Note, Borrower shall pay the holder of this Note, if prevailing, all expenses and costs, including, but not limited to, reasonable attorneys' fees.



Any forbearance by the holder of this Note in exercising any right or remedy under this Note, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by the holder. The acceptance by the holder of this Note of payment of any sum payable after the due date of such payment shall not be a waiver of the right of the holder to require prompt payment when due of all other sums payable under this Note or to declare a default for failure to make prompt payment in the future.

All rights, powers, and remedies provided in this Note may be exercised only to the extent that the exercise does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Note invalid or unenforceable. If any term of this Note or any application of any term is held to be invalid, illegal, or unenforceable, the validity of other terms of this Note or any other application of such term shall in no way be affected.

This Note may not be changed, modified, or terminated except in writing signed by the party to be charged.

This Note shall be construed, enforced, and otherwise governed according to the laws of the State of Alaska.

Oceanfront Kodiak, LLC

An Alaska limited liability company

By: _____

Mark Anderson

Its: Manager



11. **Description of Services, not reflected in the budget that the Declarant provides, or expense that the Declarant pays and that the Declarant expect may become a common expense of the Association at a subsequent time and the projected common expense assessment attributable to each of those services or expenses for the association.**

None.



12. Initial fee due from the purchaser at closing, together with a description of the purpose and method of calculating the fee.

One-time initial fee of \$3,000.00.

Purpose: The assessments levied by the Association shall be used for the maintenance and repair of the main roads, drainage, street signs, and street lighting serving the properties. The Association may, by the majority vote of the members, elect to use assessments for any other legal purpose which serves to promote the recreation, health, safety, or welfare of the residents in the Properties, including operating community water and sewer systems. Notwithstanding the foregoing, owners may be required to pay certain fees ("optional user fees") for services provided by the Association to an individual Lot at the request of the owner so long as the amount of such fees is designated and known to the other owner prior to the service being provided and the owner voluntarily agrees to such payment

Method of Calculation: Estimated amount calculated for HOA expenses and capital improvements.



13. Description of financing offered or arranged by the declarant.

None Available.



14. **Terms and significant limitations of warranties provided by the declarant, including statutory warranties and limitations on the enforcement of the warranties or on damages.**

None.



15. Declarant's Statement.

See Attached Declarant Statement.



DECLARANT STATEMENT

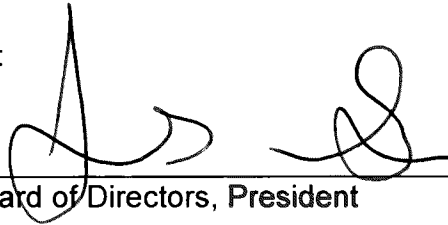
Declarant states that within fifteen (15) days after receipt of a public offering statement or a preliminary version of the public offering statement that reasonably reflects the contents of the public offering statement that is subsequently delivered to a purchaser, a purchaser, before conveyance, may cancel any contract for purchase of a Lot from the Declarant;

Declarant states that if the Declarant fails to provide a public offering statement to a purchaser before conveying a unit, the purchaser may recover from the Declarant up to ten percent (10%) of the sales price of the unit, plus ten percent (10%) of the share, proportionate to the common expense liability of the unit, of any indebtedness of the Association secured by security interests encumbering the common interest community.

A purchaser who receives the public offering statement, or a preliminary version of the public offering statement that reasonably reflects the contents of the public offering statement that is subsequently delivered to a purchaser, more than fifteen (15) days before signing a contract cannot cancel the contract;

Cliff Point Estates Homeowners Association

By:


Board of Directors, President

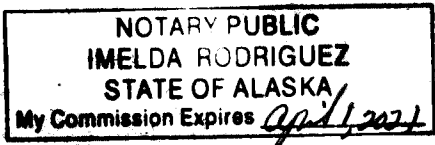
And by:

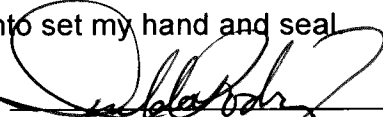

Board of Directors, Vice-President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 15th day of January, 2020, by James Graham.

IN WITNESS WHEREOF, I have hereunto set my hand and seal




Notary Public for Alaska
My Commission Expires: April 1, 2021



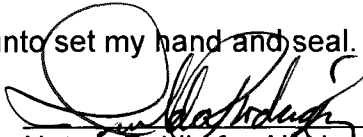
95 of 113
2020-000067-0

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 15th day of January, 2020, by Michael R. Weston SR.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

NOTARY PUBLIC
IMELDA RODRIGUEZ
STATE OF ALASKA
My Commission Expires April 1, 2021



Notary Public for Alaska
My Commission Expires: April 1, 2021



- 16. Statement of any unsatisfied judgments or pending suits against the association, and the status of any pending suits material to the common interest community of which a declarant has actual knowledge.**

None Available.



17. **Statement that a deposit made in connection with the purchase of a unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract under AS 34.08.580, together with the name and address of the escrow agent.**

None Available.



18. Statement of Insurance Coverage.

See Attached.

General Liability is covered on the property for the benefit of unit owners.





601 Union Street, Suite 1630, Seattle, WA 98101-4067
office 206-749-9151 | fax 206-749-9152

09/23/2019

B I N D E R # 6939911-03

INSURED: Ocean Front Kodiak, LLC
Cliffpoint Estates

AGENT: Parker Smith & Feek, Inc
3800 Centerpoint Drive, Suite 601
Anchorage, AK 99503

2705 Mill Bay Road
Kodiak, AK 99615

Binder is effective for 90 days from the effective date unless cancelled or replaced by the Policy.
Policy is Effective from 09/20/2019 to 09/20/2020.

This is to certify that, in accordance with your instructions, we have procured insurance as hereinafter specified:

CARRIER: Evanston Insurance Company (Non-Admitted)

POLICY NO: 3AA360296

COVERAGE: Commercial General Liability

M&D Premium	\$	3,060.00	
Processing Fee	\$	250.00	Fully retained at inception
AK State Tax	\$	82.62	
AK Filing Fee	\$	30.60	
Total Gross Amount	\$	3,423.22	

No flat cancellations. 25.0% minimum retained premium in the event of cancellation. Fees are 100% Fully Earned.

"THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE ALASKA SURPLUS LINES LAW AS21.34. IT IS NOT COVERED BY THE ALASKA INSURANCE GUARANTY ASSOCIATION ACT, AS21.80. "
Worldwide Facilities LLC 9718

Please review the above carefully; terms and/or conditions may differ from those requested in your submission. In addition to the above mentioned exclusions, the policy contains other standard exclusions; specimen policies are available upon request. Terms herein are summarized for use by a licensed broker and should not be submitted in this format to the applicant. Please call with any questions.

This Binder is subject to all terms and conditions of the policy to be issued. The Binder shall be terminated and voided by delivery of a policy to either the Insured, his agent or representative. The coverage will remain in effect for the term indicated unless cancelled by the Insured, Worldwide Facilities, LLC or the Company, via written notice.

This Binder is a privileged document and shall not be released or assigned in whole or in part to any other person or entity without the written consent of Worldwide Facilities, LLC, endorsed here on.



Davis D. Moore

AK License #9718



September 20, 2019

Pierre Cabrera
Worldwide Facilities, LLC
725 South Figueroa Street Suite 1900
Los Angeles, CA 90017
pcabrera@wwfi.com

Binder

Thank you for your request to bind the below referenced account. We appreciate your business and are pleased to bind coverage as follows.

Named insured: Ocean Front Kodiak LLC, aka Cliffpoint Estates
Mailing Address: 2705 Mill Bay Road
Kodiak, AK 99615
Policy number: 3AA360296

Company: Evanston Insurance Company
Term: 09/20/2019 to 09/20/2020

Premium Summary

General liability	\$3,060
Total Premium without TRIA	\$3,060

This bind is subject to the following:

- Receipt of 3-5 years currently valued loss runs is preferred. If that is not possible, a no known loss letter signed by the insured will suffice.

Supplemental Application(s):

Landowners Program Landowners Program Supplement
Supplement 01 09



General Liability Coverage

Limits of Insurance

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	Excluded
Personal/Advertising Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit (Any one person)	\$5,000

Deductible None

Location schedule

Loc	State - Territory	Address
1	AK - 001	TBD, Kodiak, AK 99615

Classification and premium

Loc	Class Code	Description	Rating Basis	Exposure	Rate	Premium
1	49451	Vacant Land (For-Profit)	Per Acre	400	7.65	\$3,060

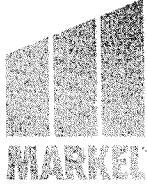
Total General Liability Premium (25% minimum earned) \$3,060 minimum and deposit



Forms and Endorsements

<u>MJIL 1000 08 10</u>	Policy Jacket (Evanston)
<u>MPIL 1007 03 14</u>	Privacy Notice
<u>MPIL 1041 02 12</u>	How To Report A Claim
<u>MPIL 1083 04 15</u>	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC)
	Advisory Notice To Policyholders
<u>MDIL 1000 08 11</u>	Common Policy Declaration
<u>MDIL 1001 08 11</u>	Forms Schedule
<u>IL 00 17 11 98</u>	Common Policy Conditions
<u>IL 00 21 09 08</u>	Nuclear Energy Liability Exclusion Endorsement
<u>MEIL 1200 10 16</u>	Service Of Suit
<u>MEIL 1225 10 11</u>	Change - Civil Union
<u>MIL 1214 09 17</u>	Trade Or Economic Sanctions
<u>IL 01 21 09 08</u>	Alaska Changes - Attorney's Fees
<u>MDGL 1008 08 11</u>	Commercial General Liability Coverage Part Declarations
<u>CG 00 01 04 13</u>	Commercial General Liability Coverage Form
<u>CG 21 04 11 85</u>	Exclusion-Products-Completed Operations Hazard
<u>CG 21 07 05 14</u>	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
	New Entities Exclusion
<u>CG 21 36 03 05</u>	Limitation of Coverage to Designated Premises, Project or Operation
<u>CG 21 44 04 17</u>	Employment - Related Practices Exclusion
<u>CG 21 47 12 07</u>	Total Pollution Exclusion Endorsement
<u>CG 21 49 09 99</u>	Exclusion Of Certified Acts Of Terrorism
<u>CG 21 73 01 15</u>	Combination General Endorsement
<u>MEGL 0001 08 14</u>	Amended Conditions - When We Do Not Renew
<u>MEGL 0006 05 16</u>	Exclusion - Continuous Or Progressive Injury Or Damage
<u>MEGL 0008 01 16</u>	Exclusion - Animals
<u>MEGL 0023 05 16</u>	Limitation Of Coverage To Specified Covered Operations
<u>MEGL 0030 05 17</u>	<i>Covered Operations: VACANT LAND HOMESITES TO BE SOLD - NO CONSTRUCTION BY INSURED</i>
<u>MEGL 0211 08 15</u>	Exclusion - All-Terrain Vehicles, Snowmobiles and Other Off-Road Vehicles
<u>MEGL 0265 11 14</u>	Exclusion - Use And Sale Of Firearms
<u>MEGL 0285 02 17</u>	Exclusion - Real Estate Development Hazards
<u>MEGL 0305 05 16</u>	Exclusion - Swimming or Diving
<u>MEGL 1636 05 17</u>	Exclusion - Employer's Liability And Bodily Injury To Contractors Or Subcontractors In Designated States
<u>MEGL 1650 11 14</u>	Exclusion - Tree Stands and Tree Steps
<u>MEIL 1244-AK 06 17</u>	Alaska Changes - Cancellation
<u>MGL 1319 01 16</u>	Exclusion - Unmanned Aircraft
<u>MPIL 1004-AK 02 10</u>	Alaska Policyholder Notice 3 AAC 25.050





Transaction #: 3483607
Policy #: 3AA360296

EVANSTON INSURANCE COMPANY POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Date: September 20, 2019
Policyholder/Applicant Name: Ocean Front Kodiak LLC
Policy Number (if applicable): 3AA360296

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$150.00
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature

Print Name

Date

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- 19. Current or expected fees or charges to be paid by a unit owner for the use of the common elements and other facilities related to the common interest community.**

None at this time.



- 20. The extent to which financial arrangements have been provided for completion of improvements that the declarant is obligated to build under AS 34.08.690.**

Financing is secured through Declarant ownership resources.



21. Description of zoning and other land use requirements affecting the common interest community.

Property is zoned RR2.



22. Each unusual and material circumstance, feature, or characteristic of the common interest community and the units.

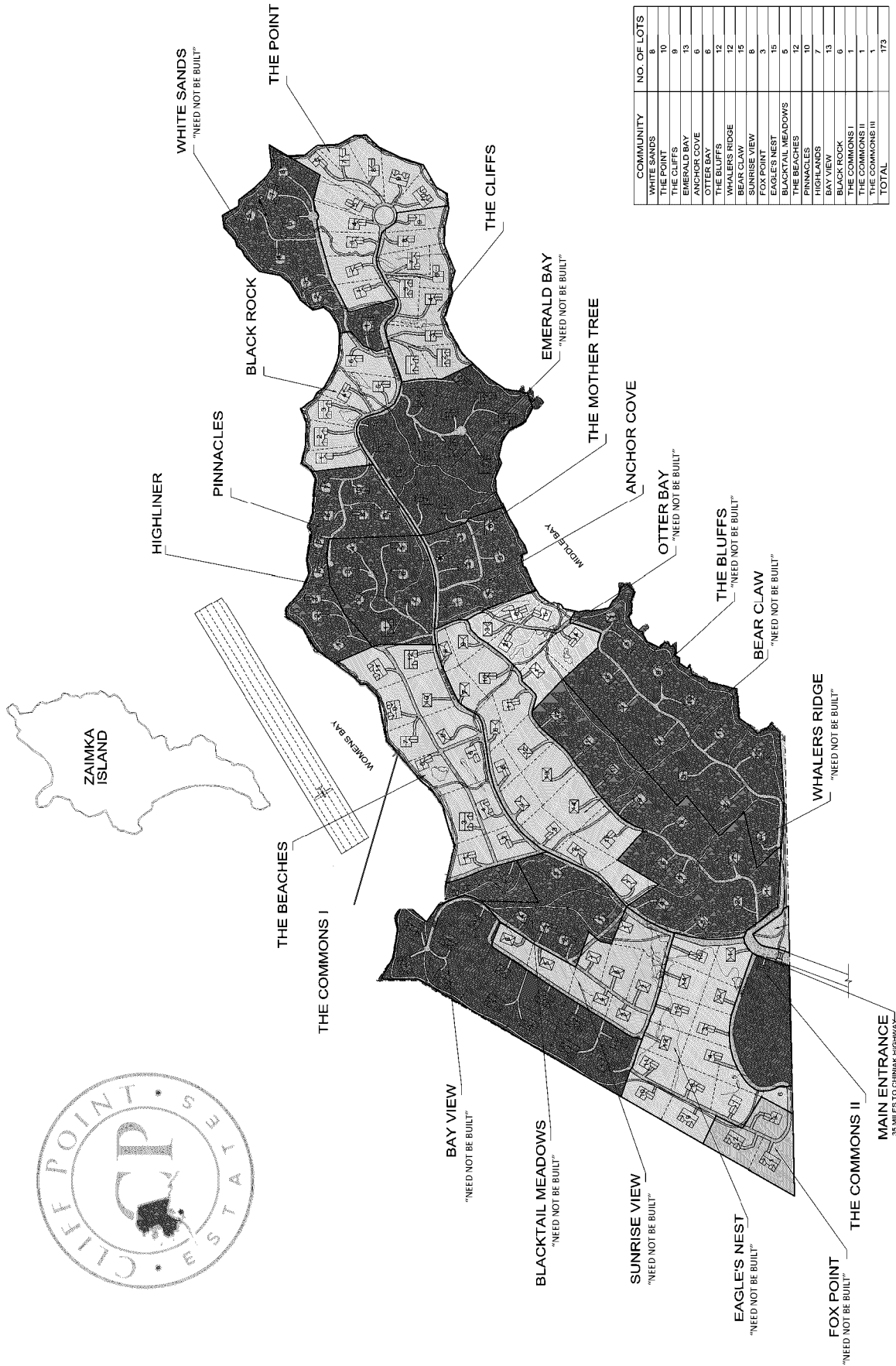
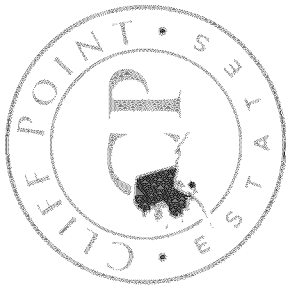
Cliff Point Estates is a distinctive and rare opportunity to own private land on Kodiak Island – Alaska’s Emerald Isle. With more than 400 acres situated just a short drive from the City of Kodiak, the development offers custom-built homes on premium sites nestled among Sitka Spruce trees, all overlooking the Pacific Ocean.



23. Site Plan/Graphic Representation.

See Attached.





24. Final Statement.

Statute Requires: (See Section 5.02)

Sec. 34.08.540. Common interest communities subject to development rights.

If the declaration provides that a common interest community is subject to development rights, the public offering statement must disclose, in addition to the information required by AS 34.08.530,

- (1) the maximum number of units, and the maximum number of units per acre, that may be created;

All Lots must be a minimum of 2 acres per Lot.

- (2) a statement of the number or the percentage of the units that may be created that will be restricted exclusively to residential use, or a statement that representations have not been made regarding use restrictions;

100% of the Lots must be residential use only.

- (3) if any of the units that may be built within real estate subject to development rights are not to be restricted exclusively to residential use, a statement, with respect to each portion of the real estate, of the maximum percentage of the real estate areas, and the maximum percentage of the floor areas of all units that may be created that are not restricted exclusively to residential use;

N/A

- (4) a brief narrative description of the development rights reserved by a declarant and of any conditions relating to or limitations upon the exercise of development rights;

Declarant reserves the Rights to Develop the following:

- Tract B on plat 2017-10
 - Previously called Phase 3
- Tract C on plat 2017-10
 - Previously called Phase 4
- Tract D on Plat 2019-5
 - Called the White Sands Area



- Tract E1, which is shown on Plat 2019-9
 - The area called Pinnacles
 - Currently a rock quarry exists on this tract
- Tract F on plat 2019-5
 - Called the Emerald Bay Area

All of these areas will be replatted at a future date.

- (5) a statement of the maximum extent to which the allocated interests of each unit may be changed by the exercise of a development right described in (3) of this section;

N/A

- (6) a statement of the extent to which a building or other improvement that may be erected under a development right in any part of the common interest community will be compatible with existing buildings and improvements in the common interest community in terms of architectural style, quality of construction, and size, or a statement that assurances have not been made in that regard;

The Developer may build upon the reserved Common Areas. All buildings will be limited to the architectural style provided for all other Lots in the Declaration and approved by the Architectural Review Board.

- (7) a general description of each other improvement that may be made and limited common elements that may be created within a part of the common interest community under a development right reserved by the declarant, or a statement that assurances have not been made in that regard;

No assurances have been made.

- (8) a statement of any limitations as to the location of any building or other improvement that may be made within a part of the common interest community under a development right reserved by the declarant, or a statement that assurances have not been made in that regard;

No assurances have been made.

- (9) a statement that the limited common elements created under a development right reserved by the declarant will be of the same



general type and size as the limited common elements within other parts of the common interest community, or a statement of the type and size planned, or a statement that assurances have not been made in that regard;

No Assurances have been made.

- (10) a statement that the proportion of limited common elements to units created under a development right reserved by the declarant will be approximately equal to the proportion existing within other parts of the common interest community, or a statement of any other assurances in that regard, or a statement that assurances have not been made in that regard;

No assurances have been made.

- (11) a statement that each restriction in the declaration affecting use, occupancy, and alienation of a unit will apply to each unit created under a development right reserved by the declarant, or a statement of a differentiation that may be made as to the units, or a statement that assurances have not been made in that regard; and

No assurances have been made.

- (12) a statement of the extent to which an assurance made under this section applies or does not apply if a development right is not exercised by the declarant.

No assurances have been made.

