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

July 25, 2025

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**Record in the Kodiak Recording District**
**After Recording Return to:**
Janella Kamai
Manley Brautigam Bankston P.C.
1127 West 7th Avenue
Anchorage, AK 99501

# THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "**Declaration**") is effective as of the 25th day of July, 2024 (the "**Effective Date**").

## RECITALS

A. Oceanfront Kodiak LLC, an Alaska limited liability company, hereinafter referred to as "**Declarant**."

B. Declarant 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.

C. Cliff Point Estates is governed by the Cliff Point Estates Homeowners Association, an Alaska nonprofit corporation, hereinafter referred to as "**Association**."

D. Declarant formed a planned community and adopted the original Declaration of Covenants Conditions and Restrictions effective November 2017 and recorded in the Kodiak Recording District as document number 2017-001811-0 on November 16, 2017, hereinafter referred to as the "**Original CCR**."

E. The Original CCR was amended, restated and supplemented by a document referred to as the 1st Amendment to Declaration of Covenants, Conditions and Restrictions dated September 26, 2019, and recorded in the Kodiak Recording District as document number 2019-001561-0, hereafter referred to as the "**1st Amended CCR**."

F. The 1st Amended CCR was amended, restated and supplemented by a document referred to as the Second Amendment to Declaration of Covenants, Conditions and Restrictions, dated January 15, 2020, and recorded in the Kodiak Recording District as document number 2020-000067-0, hereafter referred to as the "**2nd Amended CCR**."

G. This Declaration hereby amends, restates and supplements the 2nd Amended CCR by a unanimous vote of all Association members.

H. Declarant desires to subject or impose upon the Properties certain covenants, conditions, restrictions and easements for the development and benefit of the Properties and its present and subsequent owners.

I. 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.

## 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.

"**ARB**" Shall mean and refer to Architectural Review Board.

"**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 VI 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 Section 2.02.

"**Declarant**" shall mean and refer to Oceanfront Kodiak LLC or its successors and assigns, if such successor or assign acquires the rights, title, and interest of Oceanfront Kodiak LLC to this Declaration.

"**Developer**" shall mean and refer to Oceanfront Kodiak LLC, 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.

"**Optional User Fees**" as described in Section 8.02.

"**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.

"**Property**" or "**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.
## NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

### Section 2.01 Name of Community

This development shall be known and designated as Cliff Point Estates.

### 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 Name of Association

The name of the Association is Cliff Point Estates Homeowners Association.

## ARTICLE III.
## PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

### Section 3.01 Land Subject to this Declaration.

The 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, is recorded in the Department of Natural Resources Recorder's Office, Kodiak Recording District, Third Judicial District, State of Alaska.

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;

Lots 12-34 of Cliff Point Estates Oceanfront Addition No. 2, according to Plat No. 2018-3;

Lot 4A of Cliff Point Estates Oceanfront Addition No. 1, according to Plat No. 2018-12;

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.

**Section 3.02 Platting and Development Rights of Declarant.**

(a) 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.

(b) 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

(c) 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.

(d) 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.

(e) 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.

(f) Declarant has made no further assurances under Alaska Statute 34.08.540.

**Section 3.03 Additional Land/Deleted Land.**

So long as the Declarant retains control pursuant to Section 6.02, 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.

## ARTICLE IV.
## PROPERTY RIGHTS

**Section 4.01 Watershed Conservation Areas "Wetlands."**

Owners 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 4.02 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 4.03 Easements.**

For the necessary access to 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 V.
## PROPERTY RIGHTS IN COMMON AREA

**Section 5.01 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 5.02 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 5.03 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 5.04 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 VI.
## THE ASSOCIATION

**Section 6.01 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 6.02 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 6.03 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 6.04 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 6.05 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. 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 Class B membership; or

(ii) When the Declarant, at its sole discretion, surrenders its control of the Association at any time after September 1, 2028.

## ARTICLE VII.
## 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.

**Section 7.01 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 7.02 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 7.03 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 VIII.

**Section 7.04 Owner's Negligence.**

Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair, or restitution of legal fees and penalties resulting from the use 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, maintenance, or payment of legal fees and penalties 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 VIII 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 appealed by the Owner to a court of law.

**Section 7.05 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 7.06 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 7.07 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 VIII.
## COVENANT FOR MAINTENANCE, REPAIR, AND REPLACEMENT

**Section 8.01 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 8.02 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 requesting Owner so long as the amount of such fees is designated and known to the requesting Owner prior to the service being provided and the Owner voluntarily agrees to such payment.

**Section 8.03 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) days and no 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 8.04 Date of Commencement of Annual Assessments; Due Dates.**

The annual assessment shall be $1,200 per Lot. The Association shall create and provide annual assessments in accordance with this Declaration and prevailing statutory requirements commencing January 1, 2026. 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 8.05. 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 8.05 Limitation on Assessments.**

The annual assessment which may be levied against the Lots, exclusive of optional user fees, as described in Section 8.02, 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 8.06 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 8.07 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 8.08 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 8.09 Notice and Quorum for Any Action Authorized Under Section 8.05 and Section 8.06.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 8.05 or Section 8.06 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 8.10 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 8.11 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 8.12 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 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 XI, and Article X 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 XI. 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 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 (such as septic systems and drain fields), 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, building color, and as well as such other materials and information as may be required by the ARB.

(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 X 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.

(b) 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.

(c) 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 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.
## 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 10.01 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

(c) Septic systems and drain fields must be designed and located to minimize impact on neighboring properties.

**Section 10.02 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 10.03 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 10.04 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 10.04. 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 10.05 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 10.05(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 10.06 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 10.07 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. Glass or polycarbonate materials may be used for greenhouse structures.

(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 10.08 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 10.09 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 10.10 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.

**Section 10.11 Greenhouses.**

Greenhouse structures. sunrooms, and glass additions are permitted but must be maintained to keep a clean aesthetic standard that complies with Cliff Point Estate's overall design and aesthetic philosophy.

Hoop houses will not be permitted except by explicit written approval from the board.

## ARTICLE XI.
## 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 11.01 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 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 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. Recreational Vehicle parking shall be permitted in compliance with Kodiak Island Borough Code 17.165.050. 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 11.02 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 11.03 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 X, 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 11.04 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. So long as the Declarant retains control pursuant to Section 6.02, the Declarant may develop and subdivide Lots as the Declarant requires for purposes of development of the Cliff Point Estates.

**Section 11.05 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 11.06 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 11.07 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 11.07. 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 11.08 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 11.09 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 11.10 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 11.11 Vehicles, Boats, Campers, Etc.**

(a) No automobiles may be abandoned or allowed to remain in any Lot for more than seven (7) days if they are 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 11.12 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 11.13 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 11.14 Septic.**

(a) All Owners must utilize a septic system that has the following qualities:

(i) Uses UV treatment or better

(ii) Water discharge quality of 2% or better

(iii) Has either a “small” size drain field or is safe for surface discharge

(iv) Is certified by a professional engineer

(v) The final design or system receives Alaska Department of Environmental Conservation (ADEC) approval

(b) Final build design and location of septic systems must be approved by the ARB as part of an updated site plan.

(c) Limited Exclusion from Septic Requirements.

For all leach field septic systems installed as of January 1, 2020, a limited exclusion from Section 11.14 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 11.15 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 11.16 Heating.**

All Owners must utilize an electric, wood fire, oil, propane, or diesel heating system.

**Section 11.17 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 11.18 Tanks.**

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

**Section 11.19 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 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 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 Addition 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 $50 per calendar day for each day the condition(s), which is the subject matter of the action to enforce, exists. This amount may be adjusted annually as provided for in Section 6.03(c)(vi).

**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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the _____ day of _____ 2025.

Cliff Point Estates Homeowners Association

_____
Michael Martin, Sr.
Board of Directors, President

_____
Michael Martin, Jr.
Board of Directors, Vice-President

## ACKNOWLEDGEMENTS

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Michael Martin, Sr., 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/she acknowledges to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____
Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Michael Martin, Jr., 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 he/she acknowledges to me that he he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____
Notary Public in and for Alaska
My commission expires: _____

# ATTACHMENTS TO
# 3rd AMENDMENT TO DECLARATION OF
# COVENANTS, CONDITIONS AND RESTRICTIONS

**1. Certified Plat by surveyor, architect or engineer.**

*See attached plat maps:*

a. Plat No. 2017-10

b. Plat No. 2019-9

c. Plat No. 2019-5

d. Plat No. 2022-8

## CLIFF POINT MEANDERS

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 32°11'45" E | 95.72' |
| L2 | N 56°37'00" W | 207.18' |
| L3 | N 80°20'59" W | 250.55' |
| L4 | S 76°21'26" W | 105.99' |
| L5 | N 59°21'52" W | 119.71' |
| L6 | N 02°29'22" W | 46.04' |
| L7 | N 41°06'13" E | 220.41' |
| L8 | S 55°11'03" E | 239.95' |
| L9 | S 78°19'24" E | 459.51' |
| L10 | N 73°25'34" E | 350.57' |
| L11 | N 54°42'54" E | 188.67' |
| L12 | N 39°25'03" E | 94.49' |
| L13 | N 48°41'29" E | 439.32' |
| L14 | N 78°46'48" E | 375.17' |
| L15 | N 47°26'33" E | 149.34' |
| L16 | N 01°16'23" E | 45.01' |
| L17 | N 48°40'28" E | 77.23' |
| L18 | S 35°53'41" W | 317.25' |
| L19 | N 22°11'25" E | 82.08' |
| L20 | N 62°37'35" E | 221.84' |
| L21 | S 31°52'23" W | 183.70' |
| L22 | N 81°11'36" W | 71.85' |
| L23 | N 52°00'28" W | 214.44' |
| L24 | N 65°13'29" W | 143.18' |
| L25 | N 80°32'16" E | 115.57' |
| L26 | N 82°07'15" W | 226.13' |
| L27 | S 69°01'35" W | 64.26' |
| L28 | S 68°29'03" E | 111.79' |
| L29 | S 87°12'48" E | 226.27' |
| L30 | S 78°59'47" E | 73.35' |
| L31 | N 65°52'44" E | 73.41' |
| L32 | S 36°10'25" W | 115.21' |
| L33 | S 74°59'55" E | 158.40' |
| L34 | N 88°29'33" W | 190.07' |
| L35 | N 67°41'38" E | 126.46' |
| L36 | S 34°59'31" E | 134.27' |
| L37 | S 61°52'35" E | 65.76' |
| L38 | S 36°05'06" E | 73.01' |
| L39 | N 61°06'48" W | 165.60' |
| L40 | N 70°39'55" W | 120.81' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L41 | S 86°31'54" E | 198.36' |
| L42 | S 76°47'56" W | 83.20' |
| L43 | N 58°21'37" E | 116.28' |
| L44 | N 38°01'08" E | 69.81' |
| L45 | N 14°38'51" W | 90.96' |
| L46 | N 38°12'15" E | 137.44' |
| L47 | N 58°22'10" E | 162.08' |
| L48 | N 39°24'02" E | 108.71' |
| L49 | N 11°00'13" E | 183.37' |
| L50 | N 47°38'33" E | 184.04' |
| L51 | N 65°55'28" E | 51.48' |
| L52 | N 35°32'16" E | 51.61' |
| L53 | N 73°23'35" E | 59.48' |
| L54 | N 49°02'40" E | 140.36' |
| L55 | N 81°47'14" E | 98.01' |
| L56 | S 29°47'22" E | 159.01' |
| L57 | N 88°52'36" W | 51.01' |
| L58 | N 38°09'26" W | 160.24' |
| L59 | N 43°04'54" W | 147.87' |
| L60 | N 58°26'17" W | 82.15' |
| L61 | S 83°54'55" W | 198.12' |
| L62 | S 31°01'08" W | 178.53' |
| L63 | S 01°56'53" E | 147.09' |
| L64 | S 37°34'07" E | 131.21' |
| L65 | N 03°28'40" W | 181.33' |
| L66 | S 29°17'56" E | 159.39' |
| L67 | S 00°34'02" E | 101.00' |
| L68 | S 45°00'00" W | 142.84' |
| L69 | N 25°26'21" E | 204.86' |
| L70 | N 17°17'15" E | 205.27' |
| L71 | N 59°42'22" E | 220.05' |
| L72 | N 30°36'00" E | 108.05' |
| L73 | N 83°25'05" E | 130.86' |
| L74 | N 76°23'38" W | 161.53' |
| L75 | N 90°00'00" W | 147.00' |
| L76 | N 68°11'55" E | 242.33' |
| L77 | N 74°30'03" W | 123.49' |
| L78 | N 79°45'55" E | 73.16' |
| L79 | N 72°29'16" W | 216.01' |
| L80 | N 69°50'54" E | 116.11' |

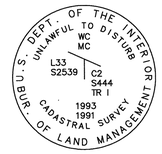
| LINE | BEARING | DISTANCE |
|---|---|---|
| L81 | N 60°11'35" E | 229.34' |
| L82 | N 42°37'30" E | 307.15' |
| L83 | N 32°52'07" E | 154.78' |
| L84 | N 07°43'19" E | 119.08' |
| L85 | S 72°53'50" E | 54.41' |
| L86 | N 38°17'25" E | 24.21' |
| L87 | S 82°11'05" W | 51.48' |
| L88 | N 02°51'45" W | 40.05' |
| L89 | N 83°22'03" W | 43.29' |
| L90 | S 43°46'52" W | 33.24' |
| L91 | S 84°24'02" W | 51.24' |
| L92 | N 56°18'36" W | 28.84' |
| L93 | N 60°15'18" E | 24.19' |
| L94 | N 52°25'53" W | 65.60' |
| L95 | N 49°43'12" E | 77.34' |
| L96 | N 49°59'37" W | 73.11' |
| L97 | N 06°20'25" E | 45.28' |
| L98 | N 63°37'52" W | 130.59' |
| L99 | S 29°19'14" E | 167.45' |
| L100 | N 57°22'51" W | 89.04' |
| L101 | S 76°10'17" E | 133.88' |
| L102 | N 67°51'52" E | 63.69' |
| L103 | N 66°26'52" W | 127.63' |
| L104 | N 87°17'42" E | 127.14' |
| L105 | N 64°40'33" E | 247.81' |
| L106 | N 58°28'59" E | 124.34' |
| L107 | N 75°27'56" E | 55.79' |
| L108 | N 54°01'10" E | 90.21' |
| L109 | N 72°41'58" E | 63.89' |
| L110 | N 27°41'58" W | 45.18' |
| L111 | S 82°57'43" W | 81.61' |
| L112 | S 53°25'37" W | 38.60' |
| L113 | N 66°42'02" E | 149.16' |
| L114 | N 57°13'53" E | 103.46' |
| L115 | N 32°17'46" E | 125.40' |
| L116 | N 38°39'35" W | 19.21' |
| L117 | S 26°56'22" W | 68.43' |
| L118 | N 54°05'25" E | 35.81' |
| L119 | N 12°37'33" E | 128.10' |
| L120 | N 10°45'03" W | 80.41' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L121 | N 19°47'56" E | 26.57' |
| L122 | N 10°32'53" W | 147.49' |
| L123 | S 60°48'09" E | 77.90' |
| L124 | S 38°57'21" E | 60.44' |
| L125 | S 78°53'13" E | 57.07' |
| L126 | S 83°32'28" W | 53.34' |
| L127 | S 03°39'08" E | 94.19' |
| L128 | N 59°33'57" E | 92.78' |
| L129 | N 72°51'16" W | 98.37' |
| L130 | N 89°22'38" W | 92.01' |
| L131 | S 42°42'34" E | 35.38' |
| L132 | S 70°31'24" W | 86.98' |
| L133 | N 36°20'51" E | 65.80' |
| L134 | S 44°31'35" E | 85.56' |
| L135 | N 56°18'36" E | 43.27' |
| L136 | N 38°59'28" W | 54.04' |
| L137 | S 83°53'04" E | 28.16' |
| L138 | N 60°21'42" E | 66.73' |
| L139 | N 24°34'02" E | 115.45' |
| L140 | S 55°12'14" E | 71.85' |
| L141 | S 23°37'46" W | 34.93' |
| L142 | N 65°05'43" E | 30.87' |
| L143 | S 24°50'33" E | 59.51' |
| L144 | N 87°58'43" E | 85.05' |
| L145 | N 63°26'06" W | 29.07' |
| L146 | S 24°06'08" W | 41.63' |
| L147 | S 88°48'23" E | 48.01' |
| L148 | S 28°18'03" W | 73.82' |
| L149 | N 49°45'49" W | 34.06' |
| L150 | N 63°26'06" E | 76.03' |
| L151 | N 22°34'27" E | 96.38' |
| L152 | S 33°41'24" W | 75.72' |
| L153 | N 14°24'24" E | 225.08' |
| L154 | N 84°24'02" E | 256.22' |
| L155 | N 31°19'43" E | 188.48' |
| L156 | S 23°18'18" E | 70.77' |
| L157 | S 47°01'17" E | 60.14' |
| L158 | N 48°26'01" E | 141.68' |
| L159 | N 20°10'14" E | 52.20' |

MONUMNET DETAILS:
*SHOWN AS STAMPED



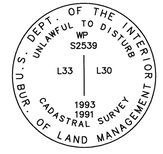
M-1



M-2



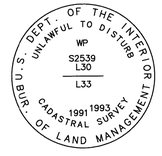
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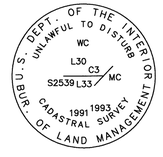
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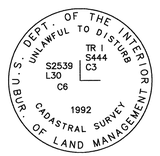
M-5



M-6



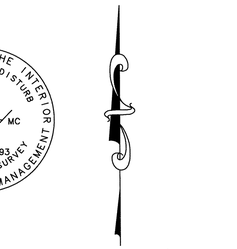
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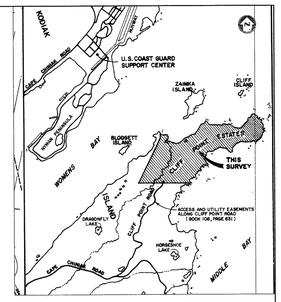


M-8



TYPICAL
2" ALUMINUM CAP ON
5/8" X 30" REBAR,
SET THIS SURVEY.


0 300' 600' 900'



VICINITY MAP
1"= 5280'

## LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 93-35, KODIAK RECORDING DISTRICT, KODIAK, AK.
M-# = MONUMENT DETAIL
o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
● = 1 1/2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.
⊘ = 2 1/2" DIA. ALUMINUM CAP/PIPE MONUMENT RECOVERED THIS SURVEY.
✠ = 3" DIA. B.L.M. BRASS CAP MONUMENT RECOVERED THIS SURVEY.
◎ = U.S.G.S. TRIANGULATION STATION RECOVERED THIS SURVEY.




Common Lot

KODIAK RECORDING DISTRICT PLAT 2017-10

## CLIFF POINT ESTATES OCEANFRONT ADDITION No.1

A REPLAT OF LOTS 1 THROUGH 40 CLIFF POINT ESTATES (PLAT No. 93-35 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 93-35 K.R.D.), CREATING LOTS 1 THROUGH 11, AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADDITION No.1 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 430.2 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC<br>2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 09/18/2017 |
| SCALE: | 1" = 300' | REF NO. | 170070420 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

0 200' 400' 600'

## LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 93-35, KODIAK RECORDING DISTRICT, KODIAK, AK
M-# = MONUMENT DETAIL
- o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
- ● = 1 1/2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.
- ⊗ = 2 1/2" DIA. ALUMINUM CAP/PIPE MONUMENT RECOVERED THIS SURVEY.
- ✠ = 3" DIA. B.L.M. BRASS CAP MONUMENT RECOVERED THIS SURVEY.
- ◎ = U.S.G.S. TRIANGULATION STATION RECOVERED THIS SURVEY.

WOMENS BAY

1990 M.H.W.L.

S 32°11'45" E 33.60'

N 00°10'35" E 358.69'(C)

N 38°27'22" W 317.03'(M) 317.01'(R-1)

169.50'(W) 169.38'(R-1) 189.19'

S 00°12'05" W 325.30'(M)

U.S.S. 444 TRACT I

N 29°43'21" E 1,876.82'(M) 1,876.91'(R-1)

100.21'(M)

74.85'

954.13'

S 71°13'27" E 1,604.64'

630.20'

BASIS OF BEARING N 29°43'40" E 1,795.32'(M) 1,795.13'(R-1)

986.06'(M)

U.S. COAST GUARD PROPERTY

1,035.09'(M)

S 88°43'47" W 2,798.76'(M) 2,798.55'(R-1)

U.S. COAST GUARD PROPERTY

TO CHINIAK HIGHWAY

TRACT B
67.74Acres

TRACT C
129.32Acres

LOT 1
11.22Acres

LOT 2
10.08Acres

LOT 3
10.05Acres

LOT 4
10.00Acres

LOT 5
10.09Acres

LOT 6
5.07Acres

LOT 7
5.01Acres

LOT 8
5.01Acres

LOT 9
5.12Acres

LOT 10
5.02Acres

LOT 11
5.02Acres

TRACT A

SOCKEYE CIRCLE
(120' WIDE PRIVATE ROAD AND UTILITY EASEMENT CREATED THIS PLAT)

CLIFF POINT ROAD
(120' WIDE PRIVATE ROAD AND UTILITY EASEMENT CREATED THIS PLAT)

10' UTILITY EASEMENT (TYPICAL) CREATED THIS PLAT

STREAM

10' TYP.

60'

100'

75'

75' TEMPORARY TURNABOUT EASEMENT TO BE VACATED UPON SUBDIVISION OF TRACT A.

MATCH TO SHEET No.3

MIDDLE BAY

U.S. COAST GUARD LINE OF SIGHT EASEMENT (BOOK 108, PAGE 646, KODIAK RECORDING DISTRICT) SAID EASEMENT SHALL REMAIN FREE OF ANY STRUCTURE OR BUILDING HAVING A HEIGHT OF OVER 350'

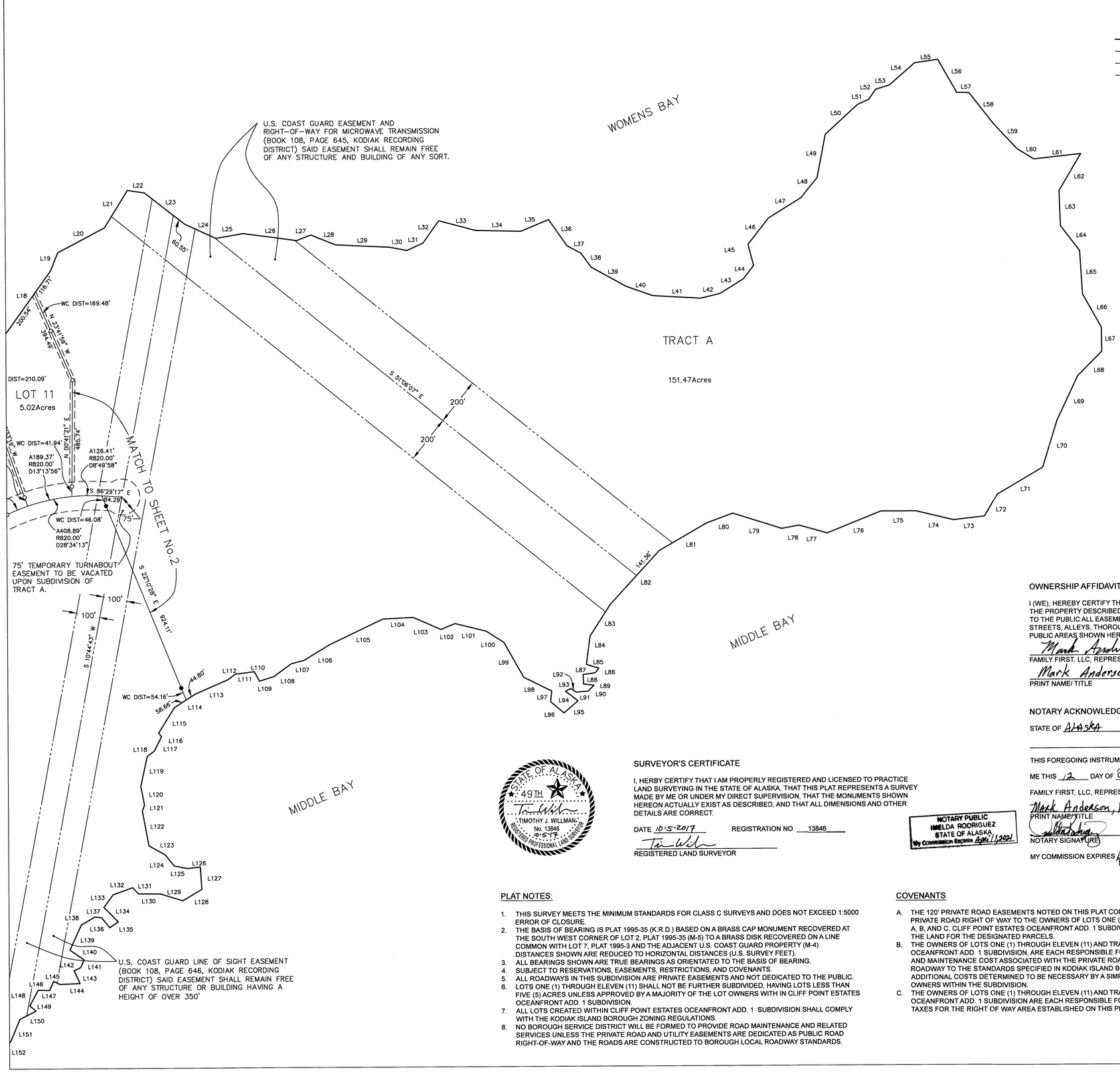
100' WIDE ACCESS EASEMENT ALONG EXISTING ROAD WITH A 40' WIDE UTILITY EASEMENT LYING ADJACENT TO THE ACCESS EASEMENT (BOOK 108, PAGE 631, KODIAK RECORDING DISTRICT)

# CLIFF POINT ESTATES OCEANFRONT ADDITION No.1

A REPLAT OF LOTS 1 THROUGH 40 CLIFF POINT ESTATES (PLAT No. 93-35 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 93-35 K.R.D.), CREATING LOTS 1 THROUGH 11, AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADDITION No.1 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 430.2 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 2 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 09/18/2017 |
| SCALE: | 1" = 200' | REF NO. | 170070420 |
| WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 | | | 907.942.4866 |

KODIAK RECORDING DISTRICT PLAT 2017-10




## LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE
- R–1 = RECORD MEASUREMENT PER PLAT 93–35, KODIAK RECORDING DISTRICT, KODIAK, AK.
- M–# = MONUMENT DETAIL
- o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
- ● = 1 1/2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.
- ◍ = 2 1/2" DIA. ALUMINUM CAP/PIPE MONUMENT RECOVERED THIS SURVEY.
- ✠ = 3" DIA. B.L.M. BRASS CAP MONUMENT RECOVERED THIS SURVEY.
- ◬ = U.S.G.S. TRIANGULATION STATION RECOVERED THIS SURVEY.

0 200' 400' 600'

## PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION;

RECEIVED 9/30/2016 APPROVED 10/16/2017

CHAIR Scott Arnett DATE 10-18-2017

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS 18th DAY OF October 2017.

BOROUGH MANAGER — DATE 10/17/17

BOROUGH CLERK — DATE 10/18/17

COMMUNITY DEVELOPMENT DIRECTOR — DATE 10-16-17

KODIAK ISLAND BOROUGH ALASKA ☆ 1963

## TAX CERTIFICATE

I HERBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL.

DATED AT KODIAK, ALASKA, THIS 18th DAY OF October 2017

KODIAK ISLAND BOROUGH CLERK

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Mark Anderson 10-12-17

FAMILY FIRST, LLC, REPRESENTATIVE — DATE

Mark Anderson, Vice President

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF ~~ALASKA~~ Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF October 2017 BY

FAMILY FIRST, LLC, REPRESENTATIVE

Mark Anderson, Vice President

PRINT NAME/TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

2017-10 Plat # KODIAK 10-23-17 2:27 P

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Mark Anderson 10-12-17

OCEANFRONT KODIAK, LLC, REPRESENTATIVE — DATE

Mark Anderson, Manager

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF ~~Alaska~~ Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF October 2017 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

Mark Anderson, Manager

PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

## SURVEYOR'S CERTIFICATE

STATE OF ALASKA 49TH TIMOTHY J. WILLMAN No. 13846 10-5-17 REGISTERED PROFESSIONAL LAND SURVEYOR

I, HERBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 10-5-2017 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 1995-35 (K.R.D.) BASED ON A BRASS CAP MONUMENT RECOVERED AT THE SOUTH WEST CORNER OF LOT 2, PLAT 1995-35 (M-5) TO A BRASS DISK RECOVERED ON A LINE COMMON WITH LOT 7, PLAT 1995-3 AND THE ADJACENT U.S. COAST GUARD PROPERTY (M-4). DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. LOTS ONE (1) THROUGH ELEVEN (11) SHALL NOT BE FURTHER SUBDIVIDED, HAVING LOTS LESS THAN FIVE (5) ACRES UNLESS APPROVED BY A MAJORITY OF THE LOT OWNERS WITH IN CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION.
7. ALL LOTS CREATED WITHIN CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION SHALL COMPLY WITH THE KODIAK ISLAND BOROUGH ZONING REGULATIONS.
8. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

## COVENANTS

A. THE 120' PRIVATE ROAD EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION. THE EASEMENT WILL RUN WITH THE LAND FOR THE DESIGNATED PARCELS.

B. THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

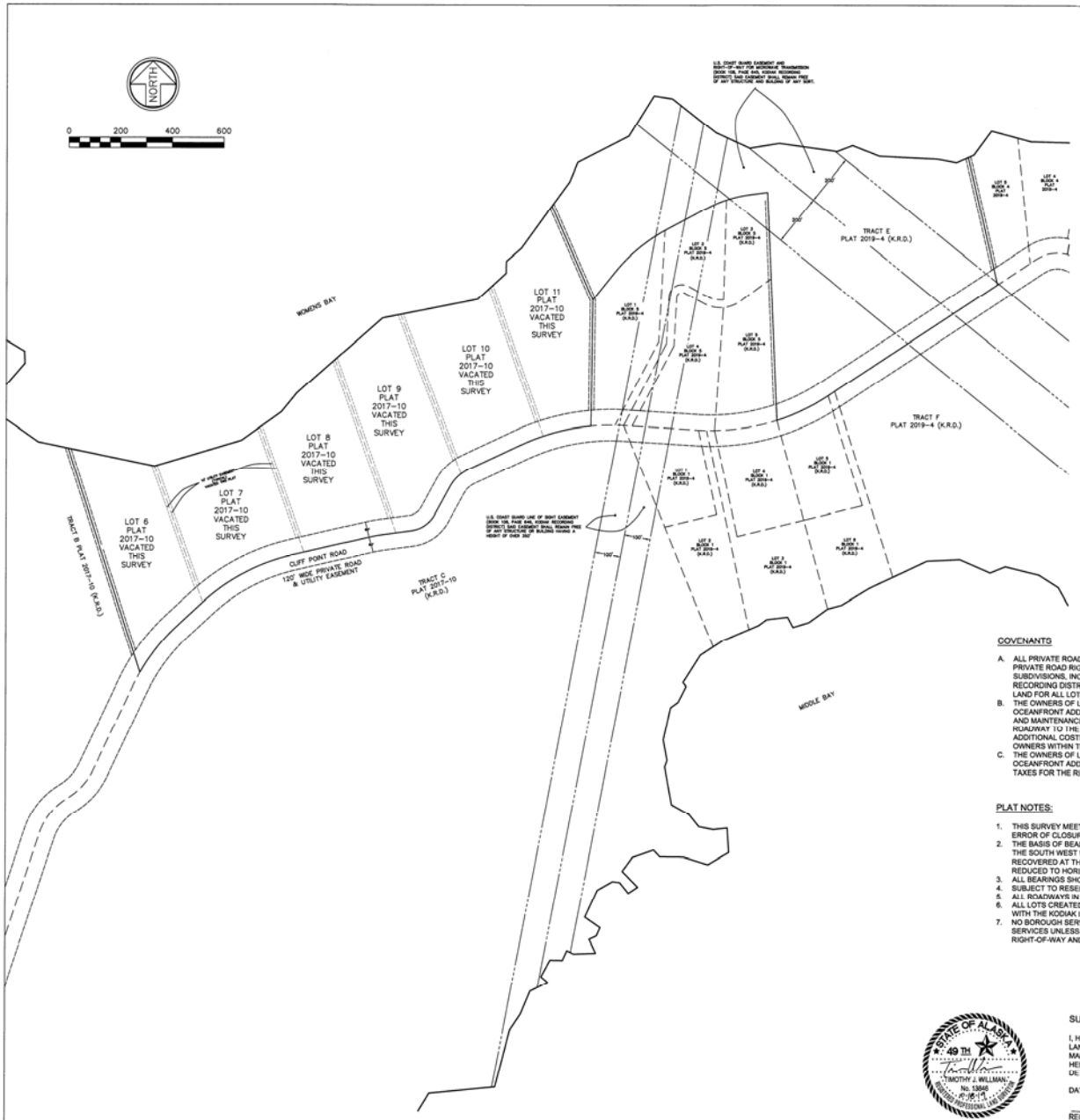
# CLIFF POINT ESTATES OCEANFRONT ADDITION No.1

A REPLAT OF LOTS 1 THROUGH 40 CLIFF POINT ESTATES (PLAT No. 93-35 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 93-35 K.R.D.), CREATING LOTS 1 THROUGH 11, AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADDITION No.1 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA

CONTAINING 430.2 ACRES MORE OR LESS

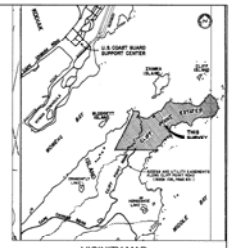
| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 3 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 09/18/2017 |
| SCALE: | 1" = 200' | REF NO. | 170070420 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866




LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- ADJACENT LOT LINE
- VACATED LOT LINE
- EASEMENT LINE
- U.S. COAST GUARD EASEMENT LINE
- R-1 = RECORD MEASUREMENT PER PLAT 2017-10, KODIAK RECORDING DISTRICT, KODIAK, AK.
- o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
- ● = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.




VICINITY MAP
1"= 5280'

## PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION:

RECEIVED 7/31/2019 APPROVED 10/22/2019

CHAIR Dave Townsend DATE 10/22/19

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS 1 DAY OF , 20

BOROUGH MANAGER — DATE 10/31/19

BOROUGH CLERK — DATE 10/31/19

COMMUNITY DEVELOPMENT DIRECTOR — DATE 10/22/19

## TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL. DATED AT KODIAK, ALASKA, THIS 15th DAY OF November 2019

KODIAK ISLAND BOROUGH CLERK

KODIAK ISLAND BOROUGH ALASKA ◆ 1963

## COVENANTS

A. ALL PRIVATE ROAD ACCESS EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR PRIVATE ROAD RIGHT-OF-WAYS TO THE OWNERS OF ANY LOT WITHIN CLIFF POINT ESTATES SUBDIVISIONS, INCLUDING THIS PLAT, PLAT 2017-10 KODIAK RECORDING DISTRICT, PLAT 2019-4 KODIAK RECORDING DISTRICT, AND ANY FUTURE RE-SUBDIVISIONS. THE EASEMENTS WILL RUN WITH THE LAND FOR ALL LOTS WITHIN CLIFF POINT ESTATES SUBDIVISIONS.

B. THE OWNERS OF LOTS ONE (1) THROUGH SIXTEEN (16) AND TRACTS E-1, CLIFF POINT ESTATES OCEANFRONT ADD. 4 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS ONE (1) THROUGH SIXTEEN (16) AND TRACTS E-1, CLIFF POINT ESTATES OCEANFRONT ADD. 4 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2017-10 (K.R.D.) BASED ON A ALUMINUM CAP MONUMENT RECOVERED AT THE SOUTH WEST WITNESS CORNER OF LOT 6, PLAT 2017-10 TO A ALUMINUM CAP MONUMENT RECOVERED AT THE NORTH WEST WITNESS CORNER OF LOT 6, PLAT 2017-10. DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. ALL LOTS CREATED WITHIN CLIFF POINT ESTATES OCEANFRONT ADD. 4 SUBDIVISION SHALL COMPLY WITH THE KODIAK ISLAND BOROUGH ZONING REGULATIONS.
7. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Michael R. Martin — Oct 18 2019

FAMILY FIRST, LLC, REPRESENTATIVE — DATE

PRESIDENT Michael R. MARTIN

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF Alaska 3rd JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF October 2019 BY

FAMILY FIRST, LLC, REPRESENTATIVE

Michael R. Martin

PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 4, 2021

NOTARY PUBLIC IMELDA RODRIGUEZ STATE OF ALASKA My Commission Expires April 4, 2021

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

10-18-2019

OCEANFRONT KODIAK, LLC, REPRESENTATIVE — DATE

James Gresham, Principal

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF Alaska 3rd JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF October 2019 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

James Gresham, Principal

PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 4, 2021

NOTARY PUBLIC IMELDA RODRIGUEZ STATE OF ALASKA My Commission Expires April 4, 2021

## SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

STATE OF ALASKA 49TH TIMOTHY J. WILLMAN No. 13846 REGISTERED PROFESSIONAL LAND SURVEYOR

DATE 10/18/2019 REGISTRATION NO. 13846

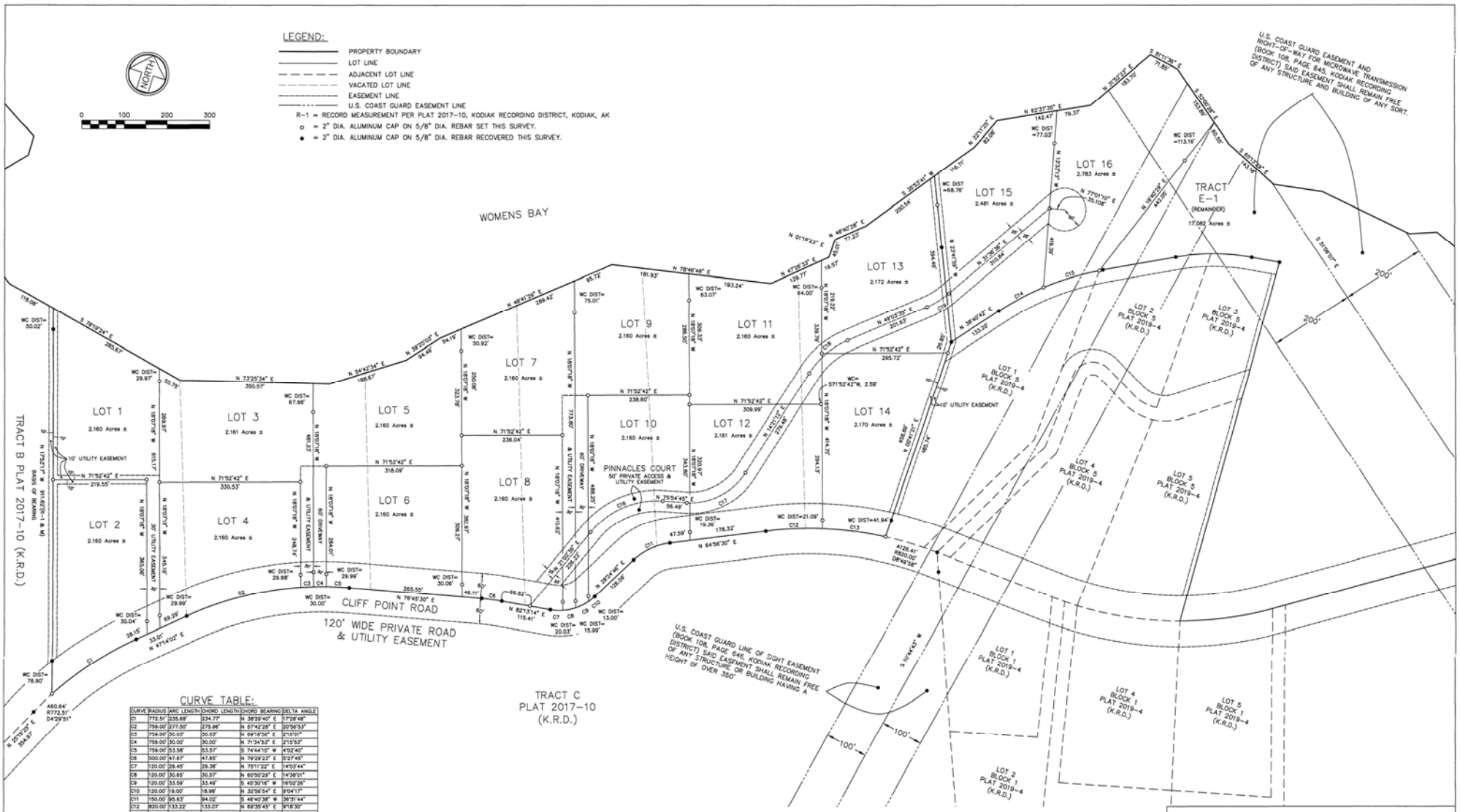
REGISTERED LAND SURVEYOR

Kodiak Recording District Plat 2019-9

A REPLAT OF LOTS 6 -11 CLIFF POINT ESTATES OCEANFRONT ADDITION No. 1 (PLAT No. 2017-10 K.R.D.), VACATING LOTS 6 - 11 & UTILITY EASEMENTS, AND SUBDIVIDING TRACT E OF CLIFF POINT OCEANFRONT ESTATES ADDITION No. 3 (PLAT No. 2019-4 K.R.D.)

CREATING LOTS 1-16 & TRACT E-1, CLIFF POINT ESTATES OCEANFRONT ADDITION No.4 KODIAK RECORDING DISTRICT, KODIAK, ALASKA CONTAINING 30.25 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 2 | | |
| DRAWN BY: | TJW | DATE: | 10/17/2019 |
| SCALE: | 1" = 200' | REF NO. | 190330615 |
| WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866 | | | |




CURVE TABLE:

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 772.51' | 235.68' | 234.77' | N 38°29'40" E | 17°28'48" |
| C2 | 759.00' | 277.50' | 275.96' | N 57°42'28" E | 20°56'53" |
| C3 | 759.00' | 30.03' | 30.03' | N 69°18'06" E | 2°16'01" |
| C4 | 759.00' | 30.00' | 30.00' | N 71°34'53" E | 2°15'53" |
| C5 | 759.00' | 53.58' | 53.57' | S 74°44'10" W | 4°02'40" |
| C6 | 300.00' | 47.67' | 47.65' | N 79°29'23" E | 9°27'45" |
| C7 | 120.00' | 29.45' | 29.38' | N 75°11'22" E | 14°03'44" |
| C8 | 120.00' | 30.65' | 30.57' | N 60°50'29" E | 14°38'01" |
| C9 | 120.00' | 33.59' | 33.49' | S 45°30'16" W | 16°02'26" |
| C10 | 120.00' | 19.00' | 18.98' | N 32°56'54" E | 9°04'17" |
| C11 | 150.00' | 95.63' | 94.02' | S 46°40'38" W | 36°31'44" |
| C12 | 820.00' | 133.22' | 133.07' | N 69°35'45" E | 9°18'30" |
| C13 | 820.00' | 149.28' | 149.05' | N 79°27'53" E | 10°25'45" |
| C14 | 650.00' | 118.97' | 118.81' | N 43°55'19" E | 10°29'14" |
| C15 | 650.00' | 137.41' | 137.15' | S 55°13'18" W | 12°06'44" |
| C16 | 200.00' | 191.53' | 184.29' | N 48°28'42" E | 54°52'08" |
| C17 | 150.00' | 161.16' | 153.52' | N 45°07'58" E | 61°33'34" |
| C18 | 200.00' | 121.15' | 119.30' | N 31°42'23" E | 34°42'23" |
| C19 | 200.00' | 80.91' | 80.66' | N 40°20'05" E | 17°26'59" |

2019-9
Plat # Kodiak Rec Dist
11/12/2019 Date
Time 1:26 PM

A REPLAT OF LOTS 6 -11 CLIFF POINT ESTATES OCEANFRONT ADDITION No. 1 (PLAT No. 2017-10 K.R.D.), VACATING LOTS 6 - 11 & UTILITY EASEMENTS, AND SUBDIVIDING TRACT E OF CLIFF POINT OCEANFRONT ESTATES ADDITION No. 3 (PLAT No. 2019-4 K.R.D.)

CREATING LOTS 1-16 & TRACT E-1, CLIFF POINT ESTATES OCEANFRONT ADDITION No.4 KODIAK RECORDING DISTRICT, KODIAK, ALASKA CONTAINING 30.25 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 2 OF 2 | | |
| DRAWN BY: | TJW | DATE: | 10/17/2019 |
| SCALE: | 1" = 100' | REF NO. | 190330615 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 2018-3, KODIAK RECORDING DISTRICT, KODIAK, AK.

M-# = MONUMENT DETAIL

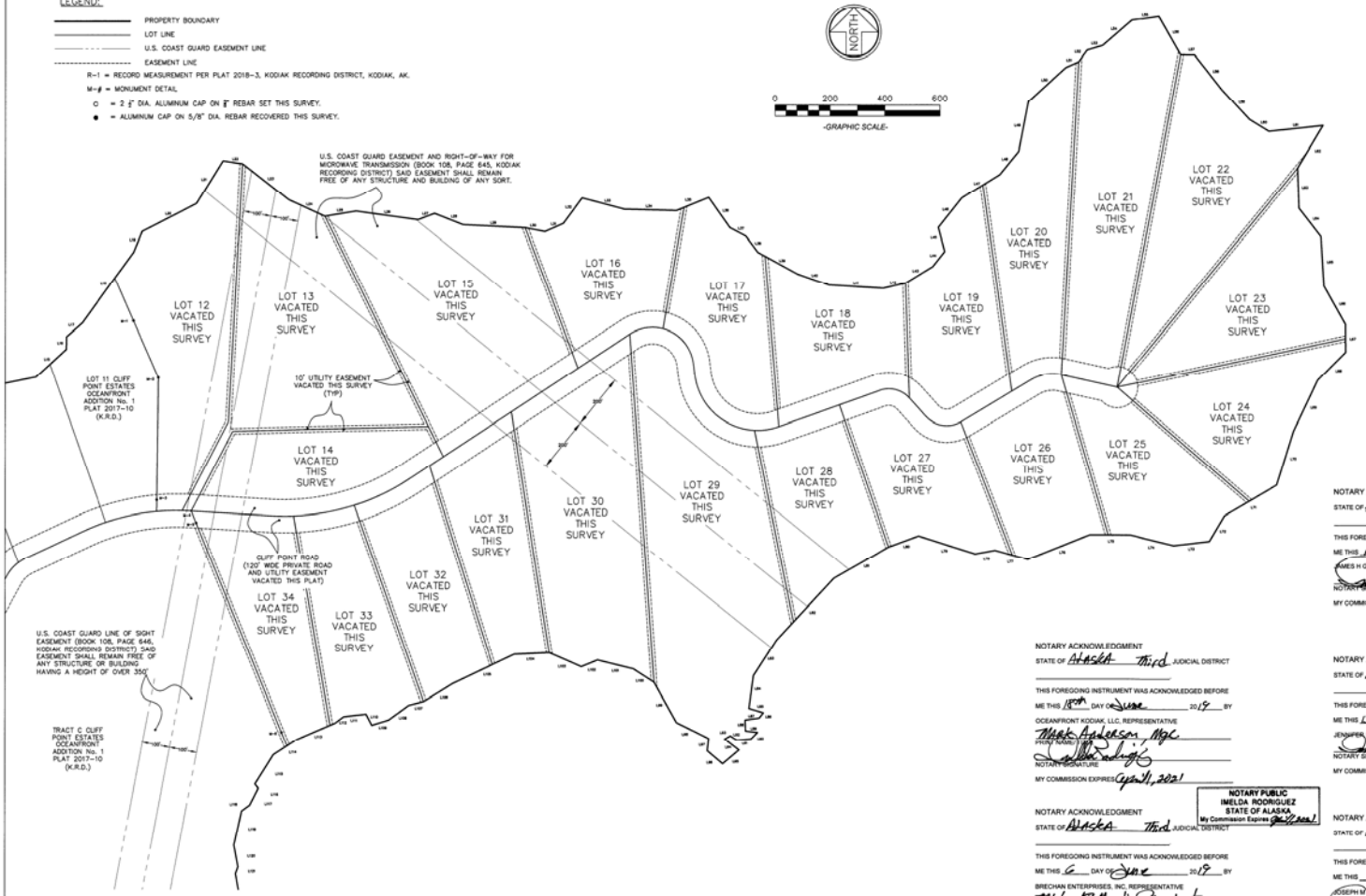
○ = 2 ½" DIA. ALUMINUM CAP ON ⅝" REBAR SET THIS SURVEY.

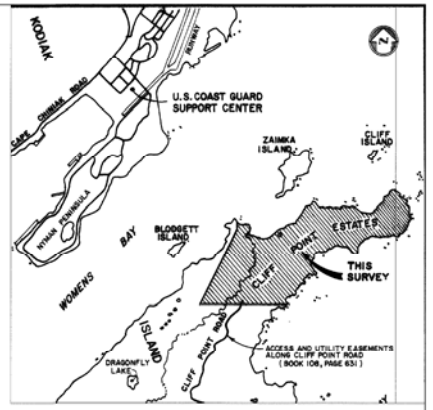
● = ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.

NORTH

0 200 400 600

-GRAPHIC SCALE-




VICINITY MAP
1"= ½ MILE

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2018-3 (K.R.D.). DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

## COVENANTS

A. THE 120' PRIVATE ROAD EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION. THE EASEMENT WILL RUN WITH THE LAND FOR THE DESIGNATED PARCELS.

B. THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY JAMES H GRAHAM

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY JENNIFER L WANDERSEE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY OCEANFRONT KODIAK, LLC, REPRESENTATIVE

PRINT NAME/ TITLE Mark Anderson, Mgr.

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF June 2019 BY BRECHAN ENTERPRISES, INC. REPRESENTATIVE

PRINT NAME/ TITLE Michael R. Martin, President

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY JOSEPH M CHAULKIN

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 6/10/2019 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

STATE OF ALASKA 49 TH TIMOTHY J. WILLMAN No. 13846 REGISTERED PROFESSIONAL LAND SURVEYOR

OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

OCEANFRONT KODIAK, LLC, REPRESENTATIVE — 6/18/19 DATE

Mark Anderson, Mgr.
PRINT NAME/ TITLE

BRECHAN ENTERPRISES, INC — 6-6-19 DATE

Michael R. Martin, President
PRINT NAME/ TITLE

JAMES H GRAHAM — 6-18-2019 DATE

JENNIFER L WANDERSEE — 6-13-19 DATE

JOSEPH M CHAULKIN — 6-18-19 DATE

PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION:

RECEIVED 4-1-2019 APPROVED 6-24-2019

CHAIR DATE 8/5/19

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS 5 DAY OF August 20 19

BOROUGH MANAGER — 8/5/19 DATE

BOROUGH CLERK — 8/8/19 DATE

COMMUNITY DEVELOPMENT DIRECTOR — 6/24/19 DATE

TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL.

DATED AT KODIAK, ALASKA, THIS 5th DAY OF August 20 19

KODIAK ISLAND BOROUGH CLERK

KODIAK ISLAND BOROUGH ALASKA 1963

# CLIFF POINT ESTATES OCEANFRONT ADDITION No. 3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.),

CREATING 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, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADDITION No.3 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA.

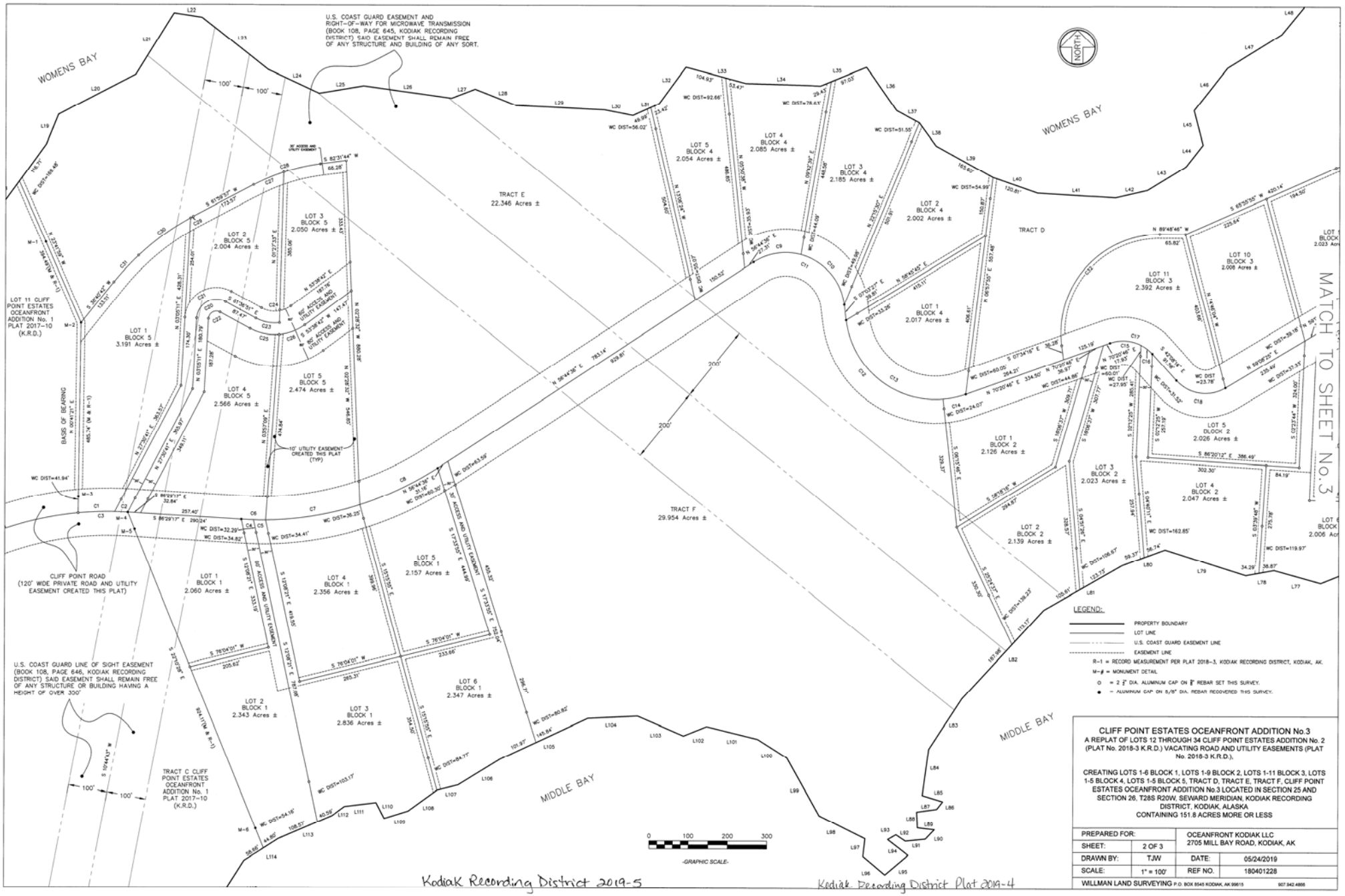
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 200' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

Kodiak Recording District 2019-5

Kodiak Recording District Plat 2019-4




Kodiak Recording District 2019-5

Kodiak Recording District Plat 2019-4

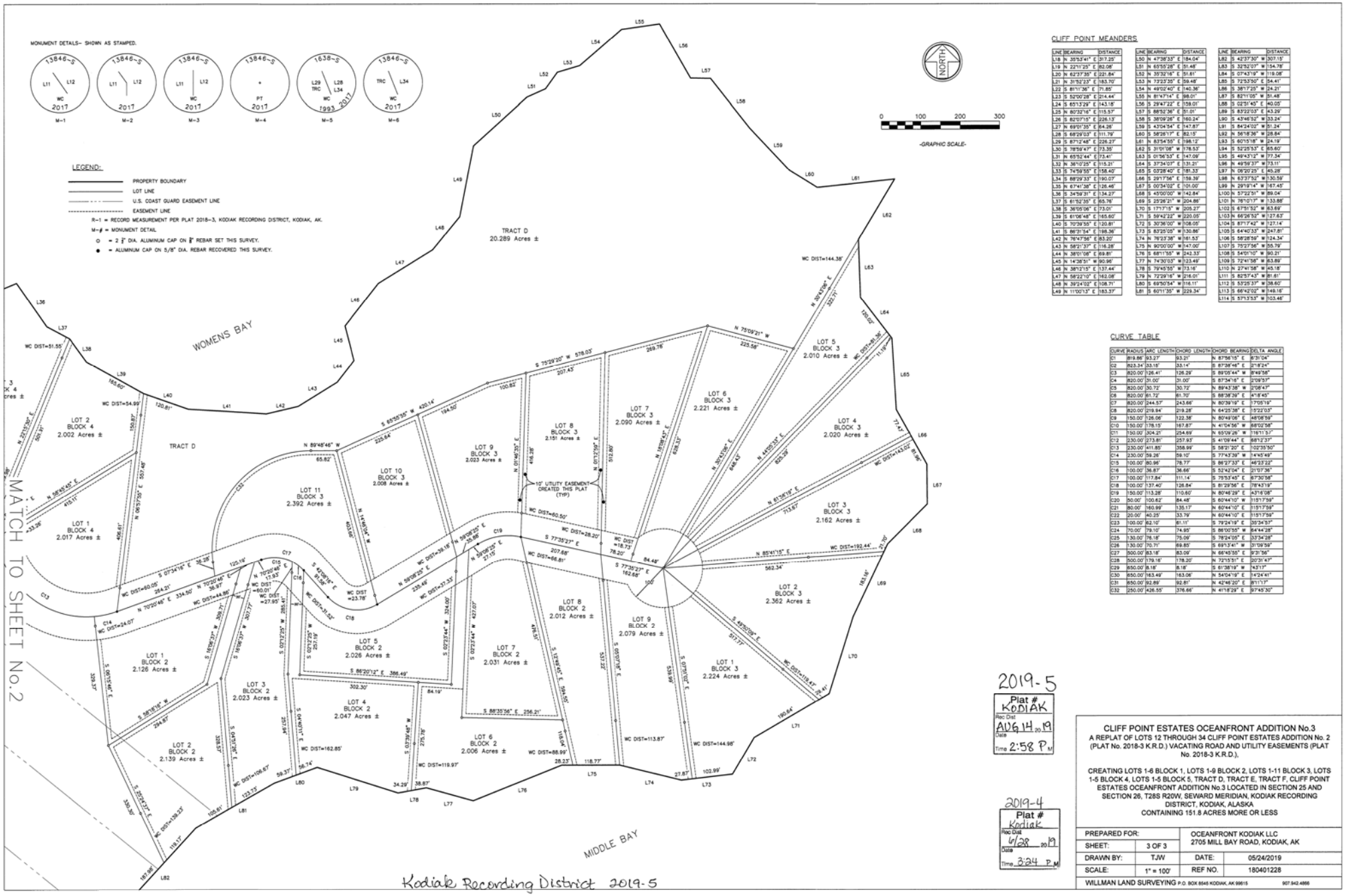
# CLIFF POINT ESTATES OCEANFRONT ADDITION No.3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.),

CREATING 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 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 2 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 100' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866




## CLIFF POINT MEANDERS

| LINE | BEARING | DISTANCE |
|---|---|---|
| L18 | N 35°53'41" E | 317.25' |
| L19 | N 22°11'25" E | 82.08' |
| L20 | N 62°37'35" E | 221.84' |
| L21 | N 31°52'23" E | 183.70' |
| L22 | S 81°11'36" E | 71.85' |
| L23 | S 52°00'28" E | 214.44' |
| L24 | S 65°13'29" E | 143.18' |
| L25 | N 80°32'16" E | 115.57' |
| L26 | S 82°07'15" E | 226.13' |
| L27 | N 69°01'35" E | 64.26' |
| L28 | S 68°29'03" E | 111.79' |
| L29 | S 87°12'48" E | 226.27' |
| L30 | S 78°59'47" E | 73.35' |
| L31 | N 65°52'44" E | 73.41' |
| L32 | N 36°10'25" E | 115.21' |
| L33 | S 74°59'55" E | 158.40' |
| L34 | S 88°29'33" E | 190.07' |
| L35 | N 67°41'38" E | 128.46' |
| L36 | S 34°59'31" E | 134.27' |
| L37 | S 61°52'35" E | 65.76' |
| L38 | S 36°05'08" E | 73.01' |
| L39 | S 61°06'48" E | 165.60' |
| L40 | S 70°39'55" E | 120.81' |
| L41 | S 86°31'54" E | 198.36' |
| L42 | N 76°47'56" E | 83.20' |
| L43 | N 58°21'37" E | 116.28' |
| L44 | N 38°01'08" E | 69.81' |
| L45 | N 14°38'51" W | 90.96' |
| L46 | N 38°12'15" E | 137.44' |
| L47 | N 58°22'10" E | 162.08' |
| L48 | N 39°24'02" E | 108.71' |
| L49 | N 11°00'13" E | 183.37' |
| L50 | N 47°38'33" E | 184.04' |
| L51 | N 65°55'28" E | 51.48' |
| L52 | N 35°32'16" E | 51.61' |
| L53 | N 73°23'35" E | 59.48' |
| L54 | N 49°02'40" E | 140.36' |
| L55 | N 81°47'14" E | 98.07' |
| L56 | S 29°47'22" E | 159.01' |
| L57 | S 88°52'36" E | 51.01' |
| L58 | S 38°09'26" E | 160.24' |
| L59 | S 43°04'54" E | 147.83' |
| L60 | S 58°26'17" E | 82.15' |
| L61 | N 83°54'55" E | 198.12' |
| L62 | S 31°01'08" W | 178.53' |
| L63 | S 01°56'53" E | 147.09' |
| L64 | S 37°34'07" E | 131.21' |
| L65 | S 03°28'40" E | 781.33' |
| L66 | S 29°17'56" E | 159.39' |
| L67 | S 00°34'02" E | 101.00' |
| L68 | S 45°00'00" W | 142.84' |
| L69 | S 23°26'21" W | 204.88' |
| L70 | S 17°17'15" W | 205.27' |
| L71 | S 59°42'22" W | 220.05' |
| L72 | S 30°36'00" W | 108.05' |
| L73 | S 83°25'05" W | 130.86' |
| L74 | N 76°23'38" W | 181.53' |
| L75 | N 90°00'00" W | 147.00' |
| L76 | S 68°11'55" W | 242.33' |
| L77 | N 74°30'03" W | 123.49' |
| L78 | S 79°45'55" W | 73.16' |
| L79 | N 72°29'16" W | 216.01' |
| L80 | S 69°50'54" W | 116.11' |
| L81 | S 60°11'35" W | 229.34' |
| L82 | S 42°37'30" W | 307.15' |
| L83 | S 32°52'07" W | 154.78' |
| L84 | S 07°43'19" W | 119.08' |
| L85 | S 72°53'50" E | 54.41' |
| L86 | S 38°17'25" W | 24.21' |
| L87 | S 82°11'05" W | 51.48' |
| L88 | S 02°51'45" E | 40.05' |
| L89 | S 83°22'03" E | 43.29' |
| L90 | S 43°46'52" W | 33.24' |
| L91 | S 84°24'02" W | 51.24' |
| L92 | N 56°18'36" W | 28.84' |
| L93 | S 60°15'18" W | 24.19' |
| L94 | S 52°25'53" E | 65.60' |
| L95 | S 49°43'12" W | 77.34' |
| L96 | N 49°59'37" W | 73.11' |
| L97 | N 06°20'25" E | 45.28' |
| L98 | S 63°37'52" W | 130.59' |
| L99 | N 29°19'14" W | 167.45' |
| L100 | N 57°22'51" W | 89.04' |
| L101 | N 76°10'17" W | 133.88' |
| L102 | S 67°51'52" W | 83.69' |
| L103 | S 66°26'52" W | 127.63' |
| L104 | S 87°17'42" W | 127.14' |
| L105 | S 64°40'33" W | 247.81' |
| L106 | S 58°28'59" W | 124.34' |
| L107 | S 75°27'56" W | 155.79' |
| L108 | S 54°01'10" W | 90.21' |
| L109 | S 72°41'58" W | 83.89' |
| L110 | N 27°41'58" W | 45.18' |
| L111 | S 82°57'43" W | 81.61' |
| L112 | S 35°25'33" W | 38.60' |
| L113 | S 66°42'02" W | 149.16' |
| L114 | S 57°13'53" W | 103.46' |

## CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 819.86' | 93.27' | 93.21' | N 87°56'15" E | 6°31'04" |
| C2 | 823.34' | 33.15' | 33.14' | S 87°38'46" E | 2°18'24" |
| C3 | 820.00' | 126.41' | 126.29' | S 89°05'44" W | 8°49'58" |
| C4 | 820.00' | 31.00' | 31.00' | S 87°34'16" E | 2°09'57" |
| C5 | 820.00' | 30.72' | 30.72' | N 89°43'38" W | 2°08'47" |
| C6 | 820.00' | 81.72' | 81.70' | S 88°38'39" E | 4°16'45" |
| C7 | 820.00' | 244.57' | 243.66' | N 80°39'19" E | 17°05'19" |
| C8 | 820.00' | 219.94' | 219.28' | N 64°25'38" E | 15°22'03" |
| C9 | 150.00' | 126.06' | 122.38' | N 80°49'06" E | 48°08'59" |
| C10 | 150.00' | 178.15' | 167.87' | N 41°04'36" W | 68°02'58" |
| C11 | 150.00' | 304.21' | 254.69' | N 65°09'26" W | 116°13'17" |
| C12 | 230.00' | 273.81' | 257.93' | S 41°09'44" E | 68°12'37" |
| C13 | 230.00' | 411.85' | 358.99' | S 58°21'20" E | 102°35'50" |
| C14 | 230.00' | 59.26' | 59.10' | S 77°43'39" W | 14°45'49" |
| C15 | 100.00' | 80.96' | 78.77' | S 86°27'33" E | 46°23'22" |
| C16 | 100.00' | 36.87' | 36.66' | S 52°42'04" E | 21°07'36" |
| C17 | 100.00' | 117.84' | 111.14' | S 75°53'45" E | 67°30'58" |
| C18 | 100.00' | 137.40' | 128.84' | S 81°29'56" E | 78°43'19" |
| C19 | 150.00' | 113.28' | 110.60' | N 80°46'29" E | 43°16'08" |
| C20 | 50.00' | 100.62' | 84.48' | S 60°44'10" W | 115°17'59" |
| C21 | 80.00' | 160.99' | 135.17' | N 60°44'10" E | 115°17'59" |
| C22 | 20.00' | 40.25' | 33.79' | N 60°44'10" E | 115°17'59" |
| C23 | 100.00' | 62.10' | 61.11' | S 79°24'19" E | 35°34'57" |
| C24 | 70.00' | 79.10' | 74.95' | S 86°00'55" W | 64°44'28" |
| C25 | 130.00' | 76.18' | 75.09' | S 78°24'05" E | 33°34'28" |
| C26 | 130.00' | 70.71' | 69.85' | S 69°13'41" W | 31°09'39" |
| C27 | 500.00' | 83.18' | 83.09' | N 66°45'55" E | 9°31'56" |
| C28 | 500.00' | 179.18' | 178.20' | N 72°15'51" E | 20°31'47" |
| C29 | 650.00' | 8.18' | 8.18' | S 61°38'19" W | 1°43'17" |
| C30 | 650.00' | 163.49' | 163.06' | N 54°04'19" E | 14°24'41" |
| C31 | 650.00' | 92.89' | 92.81' | N 42°46'20" E | 8°11'13" |
| C32 | 250.00' | 426.55' | 376.66' | N 41°18'29" E | 97°45'30" |

2019-5
Plat # KODIAK
Rec Dist
AUG 14 2019
Date
Time 2:58 P.M.

2019-4
Plat # Kodiak
Rec Dist
6/28 2019
Date
Time 3:24 P.M.

Kodiak Recording District 2019-5

# CLIFF POINT ESTATES OCEANFRONT ADDITION No.3

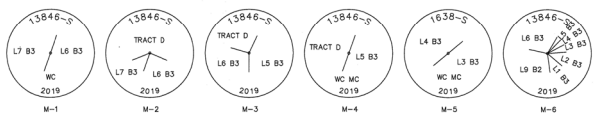
A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.).

CREATING 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 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 3 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 100' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

MONUMENT DETAILS– SHOWN AS STAMPED.







MONUMENT SET THIS SURVEY







0 50 100 150

-GRAPHIC SCALE-

LEGEND:

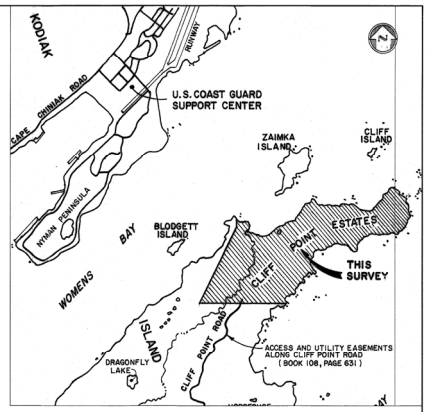
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- EASEMENT LINE VACATED THIS SURVEY
- LOT LINE VACATED THIS SURVEY

R-1 = RECORD MEASUREMENT PER PLAT 2019-5, KODIAK RECORDING DISTRICT, KODIAK, AK.

M-# = MONUMENT DETAIL

○ = 2 ½" DIA. ALUMINUM CAP ON ⅝" REBAR SET THIS SURVEY.

● = ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.




VICINITY MAP
1"= ½ MILE

OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Michael R Martin Jr 8/1/2022
OCEANFRONT KODIAK, LLC, REPRESENTATIVE DATE

Michael R Martin Jr - Manager
PRINT NAME/ TITLE

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA THIRD JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1 DAY OF AUGUST 20 22 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

Michael R. Martin Jr. / Manager
PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES 6/1/2025

NOTARY PUBLIC
IMELDA RODRIGUEZ
STATE OF ALASKA
My Commission Expires 6/1/2025

PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2019-5 (K.R.D.). DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. REFERENCE PLATS 93-35, 2017-10, 2018-3, 2019-5 KODIAK RECORDING DISTRICT, KODIAK ALASKA.
6. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
7. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

PLAT APPROVAL

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE THIS 1ST DAY OF AUGUST 20 22

BOROUGH MANAGER DATE 8/16/2022

Nova M. Javier 8/17/2022
BOROUGH CLERK DATE

Melissa O Semmens 8/16/22
COMMUNITY DEVELOPMENT DIRECTOR DATE

TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL. DATED AT KODIAK, ALASKA, THIS 17th DAY OF August 20 22

Nova M. Javier
KODIAK ISLAND BOROUGH CLERK

2022-8
Plat #
Kodiak
Rec Dist
08/22 2022
Date
Time 11:51 A.M.

SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 07/25/22 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

STATE OF ALASKA
49TH
TIMOTHY J. WILLMAN
No. 13846
REGISTERED PROFESSIONAL LAND SURVEYOR

VACATING LOTS 4, 5, & 6 BLOCK 3 CLIFF POINT ESTATES ADDITION No. 3
PLAT No. 2019-5, KODIAK RECORDING DISTRICT, KODIAK ALASKA

REPLAT TO LOTS 4A & 5A BLOCK 3 CLIFF POINT ESTATES OCEANFRONT ADDITION No.3, KODIAK RECORDING DISTRICT, KODIAK ALASKA

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC<br>2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 1 | | |
| DRAWN BY: | TJW | DATE: | 07/25/2022 |
| SCALE: | 1" = 50' | REF NO. | 210240329 |


WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

**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 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, 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.*

# 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 consent 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. Is it 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

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 owned 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 of 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 of 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 meting 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

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 id 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 plat maps:*

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

## CLIFF POINT MEANDERS

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 32°11'45" E | 95.72' |
| L2 | N 56°37'00" W | 207.18' |
| L3 | N 80°20'59" W | 250.55' |
| L4 | S 76°21'26" W | 105.99' |
| L5 | N 59°21'52" W | 119.71' |
| L6 | N 02°29'22" W | 46.04' |
| L7 | N 41°06'13" E | 220.41' |
| L8 | S 55°11'03" E | 239.95' |
| L9 | S 78°19'24" E | 459.51' |
| L10 | N 73°25'34" E | 350.57' |
| L11 | N 54°42'54" E | 188.67' |
| L12 | N 39°25'03" E | 94.49' |
| L13 | N 48°41'29" E | 439.32' |
| L14 | N 78°46'48" E | 375.17' |
| L15 | N 47°26'33" E | 149.34' |
| L16 | N 01°16'23" E | 45.01' |
| L17 | N 48°40'28" E | 77.23' |
| L18 | S 35°53'41" W | 317.25' |
| L19 | N 22°11'25" E | 82.08' |
| L20 | N 62°37'35" E | 221.84' |
| L21 | S 31°52'23" W | 183.70' |
| L22 | N 81°11'36" W | 71.85' |
| L23 | N 52°00'28" W | 214.44' |
| L24 | N 65°13'29" W | 143.18' |
| L25 | N 80°32'16" E | 115.57' |
| L26 | N 82°07'15" W | 226.13' |
| L27 | S 69°01'35" W | 64.26' |
| L28 | S 68°29'03" E | 111.79' |
| L29 | S 87°12'48" E | 226.27' |
| L30 | S 78°59'47" E | 73.35' |
| L31 | N 65°52'44" E | 73.41' |
| L32 | S 36°10'25" W | 115.21' |
| L33 | S 74°59'55" E | 158.40' |
| L34 | N 88°29'33" W | 190.07' |
| L35 | N 67°41'38" E | 126.46' |
| L36 | S 34°59'31" E | 134.27' |
| L37 | S 61°52'35" E | 65.76' |
| L38 | S 36°05'06" E | 73.01' |
| L39 | N 61°06'48" W | 165.60' |
| L40 | N 70°39'55" W | 120.81' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L41 | S 86°31'54" E | 198.36' |
| L42 | S 76°47'56" W | 83.20' |
| L43 | N 58°21'37" E | 116.28' |
| L44 | N 38°01'08" E | 69.81' |
| L45 | N 14°38'51" W | 90.96' |
| L46 | N 38°12'15" E | 137.44' |
| L47 | N 58°22'10" E | 162.08' |
| L48 | N 39°24'02" E | 108.71' |
| L49 | N 11°00'13" E | 183.37' |
| L50 | N 47°38'33" E | 184.04' |
| L51 | N 65°55'28" E | 51.48' |
| L52 | N 35°32'16" E | 51.61' |
| L53 | N 73°23'35" E | 59.48' |
| L54 | N 49°02'40" E | 140.36' |
| L55 | N 81°47'14" E | 98.01' |
| L56 | S 29°47'22" E | 159.01' |
| L57 | N 88°52'36" W | 51.01' |
| L58 | N 38°09'26" W | 160.24' |
| L59 | N 43°04'54" W | 147.87' |
| L60 | N 58°26'17" W | 82.15' |
| L61 | S 83°54'55" W | 198.12' |
| L62 | S 31°01'08" W | 178.53' |
| L63 | S 01°56'53" E | 147.09' |
| L64 | S 37°34'07" E | 131.21' |
| L65 | N 03°28'40" W | 181.33' |
| L66 | S 29°17'56" E | 159.39' |
| L67 | S 00°34'02" E | 101.00' |
| L68 | S 45°00'00" W | 142.84' |
| L69 | N 25°26'21" E | 204.86' |
| L70 | N 17°17'15" E | 205.27' |
| L71 | N 59°42'22" E | 220.05' |
| L72 | N 30°36'00" E | 108.05' |
| L73 | N 83°25'05" E | 130.86' |
| L74 | N 76°23'38" W | 161.53' |
| L75 | N 90°00'00" W | 147.00' |
| L76 | N 68°11'55" E | 242.33' |
| L77 | N 74°30'03" W | 123.49' |
| L78 | N 79°45'55" E | 73.16' |
| L79 | N 72°29'16" W | 216.01' |
| L80 | N 69°50'54" E | 116.11' |

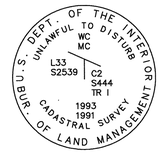
| LINE | BEARING | DISTANCE |
|---|---|---|
| L81 | N 60°11'35" E | 229.34' |
| L82 | N 42°37'30" E | 307.15' |
| L83 | N 32°52'07" E | 154.78' |
| L84 | N 07°43'19" E | 119.08' |
| L85 | S 72°53'50" E | 54.41' |
| L86 | N 38°17'25" E | 24.21' |
| L87 | S 82°11'05" W | 51.48' |
| L88 | N 02°51'45" W | 40.05' |
| L89 | N 83°22'03" W | 43.29' |
| L90 | S 43°46'52" W | 33.24' |
| L91 | S 84°24'02" W | 51.24' |
| L92 | N 56°18'36" W | 28.84' |
| L93 | N 60°15'18" E | 24.19' |
| L94 | N 52°25'53" W | 65.60' |
| L95 | N 49°43'12" E | 77.34' |
| L96 | N 49°59'37" W | 73.11' |
| L97 | N 06°20'25" E | 45.28' |
| L98 | N 63°37'52" W | 130.59' |
| L99 | S 29°19'14" E | 167.45' |
| L100 | N 57°22'51" W | 89.04' |
| L101 | S 76°10'17" E | 133.88' |
| L102 | N 67°51'52" E | 63.69' |
| L103 | N 66°26'52" W | 127.63' |
| L104 | N 87°17'42" E | 127.14' |
| L105 | N 64°40'33" E | 247.81' |
| L106 | N 58°28'59" E | 124.34' |
| L107 | N 75°27'56" E | 55.79' |
| L108 | N 54°01'10" E | 90.21' |
| L109 | N 72°41'58" E | 63.89' |
| L110 | N 27°41'58" W | 45.18' |
| L111 | S 82°57'43" W | 81.61' |
| L112 | S 53°25'37" W | 38.60' |
| L113 | N 66°42'02" E | 149.16' |
| L114 | N 57°13'53" E | 103.46' |
| L115 | N 32°17'46" E | 125.40' |
| L116 | N 38°39'35" W | 19.21' |
| L117 | S 26°56'22" W | 68.43' |
| L118 | N 54°05'25" E | 35.81' |
| L119 | N 12°37'33" E | 128.10' |
| L120 | N 10°45'03" W | 80.41' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L121 | N 19°47'56" E | 26.57' |
| L122 | N 10°32'53" W | 147.49' |
| L123 | S 60°48'09" E | 77.90' |
| L124 | S 38°57'21" E | 60.44' |
| L125 | S 78°53'13" E | 57.07' |
| L126 | S 83°32'28" W | 53.34' |
| L127 | S 03°39'08" E | 94.19' |
| L128 | N 59°33'57" E | 92.78' |
| L129 | N 72°51'16" W | 98.37' |
| L130 | N 89°22'38" W | 92.01' |
| L131 | S 42°42'34" E | 35.38' |
| L132 | S 70°31'24" W | 86.98' |
| L133 | N 36°20'51" E | 65.80' |
| L134 | S 44°31'35" E | 85.56' |
| L135 | N 56°18'36" E | 43.27' |
| L136 | N 38°59'28" W | 54.04' |
| L137 | S 83°53'04" E | 28.16' |
| L138 | N 60°21'42" E | 66.73' |
| L139 | N 24°34'02" E | 115.45' |
| L140 | S 55°12'14" E | 71.85' |
| L141 | S 23°37'46" W | 34.93' |
| L142 | N 65°05'43" E | 30.87' |
| L143 | S 24°50'33" E | 59.51' |
| L144 | N 87°58'43" E | 85.05' |
| L145 | N 63°26'06" W | 29.07' |
| L146 | S 24°06'08" W | 41.63' |
| L147 | S 88°48'23" E | 48.01' |
| L148 | S 28°18'03" W | 73.82' |
| L149 | N 49°45'49" W | 34.06' |
| L150 | N 63°26'06" E | 76.03' |
| L151 | N 22°34'27" E | 96.38' |
| L152 | S 33°41'24" W | 75.72' |
| L153 | N 14°24'24" E | 225.08' |
| L154 | N 84°24'02" E | 256.22' |
| L155 | N 31°19'43" E | 188.48' |
| L156 | S 23°18'18" E | 70.77' |
| L157 | S 47°01'17" E | 60.14' |
| L158 | N 48°26'01" E | 141.68' |
| L159 | N 20°10'14" E | 52.20' |

MONUMNET DETAILS:
*SHOWN AS STAMPED



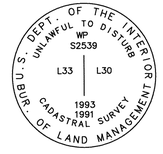
M-1



M-2



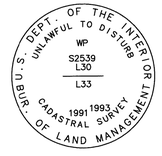
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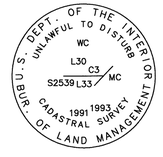
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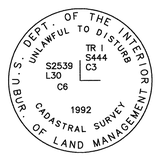
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M-6



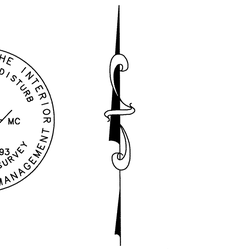
M-7

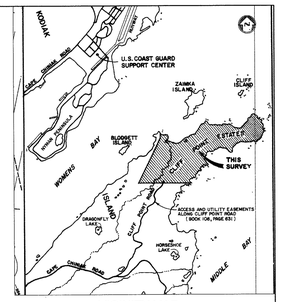


M-8



TYPICAL
2" ALUMINUM CAP ON
5/8" X 30" REBAR,
SET THIS SURVEY.


0 300' 600' 900'



VICINITY MAP
1"= 5280'

## LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 93-35, KODIAK RECORDING DISTRICT, KODIAK, AK.
M-# = MONUMENT DETAIL
o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
● = 1 1/2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.
⊘ = 2 1/2" DIA. ALUMINUM CAP/PIPE MONUMENT RECOVERED THIS SURVEY.
✠ = 3" DIA. B.L.M. BRASS CAP MONUMENT RECOVERED THIS SURVEY.
◎ = U.S.G.S. TRIANGULATION STATION RECOVERED THIS SURVEY.




Common Lot

KODIAK RECORDING DISTRICT PLAT 2017-10

## CLIFF POINT ESTATES OCEANFRONT ADDITION No.1

A REPLAT OF LOTS 1 THROUGH 40 CLIFF POINT ESTATES (PLAT No. 93-35 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 93-35 K.R.D.), CREATING LOTS 1 THROUGH 11, AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADDITION No.1 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 430.2 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC<br>2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 09/18/2017 |
| SCALE: | 1" = 300' | REF NO. | 170070420 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

0 200' 400' 600'

## LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 93-35, KODIAK RECORDING DISTRICT, KODIAK, AK
M-# = MONUMENT DETAIL
- o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
- ● = 1 1/2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.
- ⊗ = 2 1/2" DIA. ALUMINUM CAP/PIPE MONUMENT RECOVERED THIS SURVEY.
- ✠ = 3" DIA. B.L.M. BRASS CAP MONUMENT RECOVERED THIS SURVEY.
- ◎ = U.S.G.S. TRIANGULATION STATION RECOVERED THIS SURVEY.

WOMENS BAY

1990 M.H.W.L.

S 32°11'45" E 33.60'

N 00°10'35" E 358.69'(C)

N 38°27'22" W 317.03'(M) 317.01'(R-1)

169.50'(W) 169.38'(R-1) 189.19'

S 00°12'05" W 325.30'(M)

U.S.S. 444 TRACT I

N 29°43'21" E 1,876.82'(M) 1,876.91'(R-1)

100.21'(M)

74.85'

954.13'

S 71°13'27" E 1,604.64'

630.20'

BASIS OF BEARING N 29°43'40" E 1,795.32'(M) 1,795.13'(R-1)

986.06'(M)

U.S. COAST GUARD PROPERTY

1,035.09'(M)

S 88°43'47" W 2,798.76'(M) 2,798.55'(R-1)

U.S. COAST GUARD PROPERTY

TO CHINIAK HIGHWAY

TRACT B
67.74Acres

TRACT C
129.32Acres

LOT 1
11.22Acres

LOT 2
10.08Acres

LOT 3
10.05Acres

LOT 4
10.00Acres

LOT 5
10.09Acres

LOT 6
5.07Acres

LOT 7
5.01Acres

LOT 8
5.01Acres

LOT 9
5.12Acres

LOT 10
5.02Acres

LOT 11
5.02Acres

TRACT A

SOCKEYE CIRCLE
(120' WIDE PRIVATE ROAD AND UTILITY EASEMENT CREATED THIS PLAT)

CLIFF POINT ROAD
(120' WIDE PRIVATE ROAD AND UTILITY EASEMENT CREATED THIS PLAT)

10' UTILITY EASEMENT (TYPICAL) CREATED THIS PLAT

STREAM

10' TYP.

60'

100'

75'

75' TEMPORARY TURNABOUT EASEMENT TO BE VACATED UPON SUBDIVISION OF TRACT A.

MATCH TO SHEET No.3

MIDDLE BAY

U.S. COAST GUARD LINE OF SIGHT EASEMENT (BOOK 108, PAGE 646, KODIAK RECORDING DISTRICT) SAID EASEMENT SHALL REMAIN FREE OF ANY STRUCTURE OR BUILDING HAVING A HEIGHT OF OVER 350'

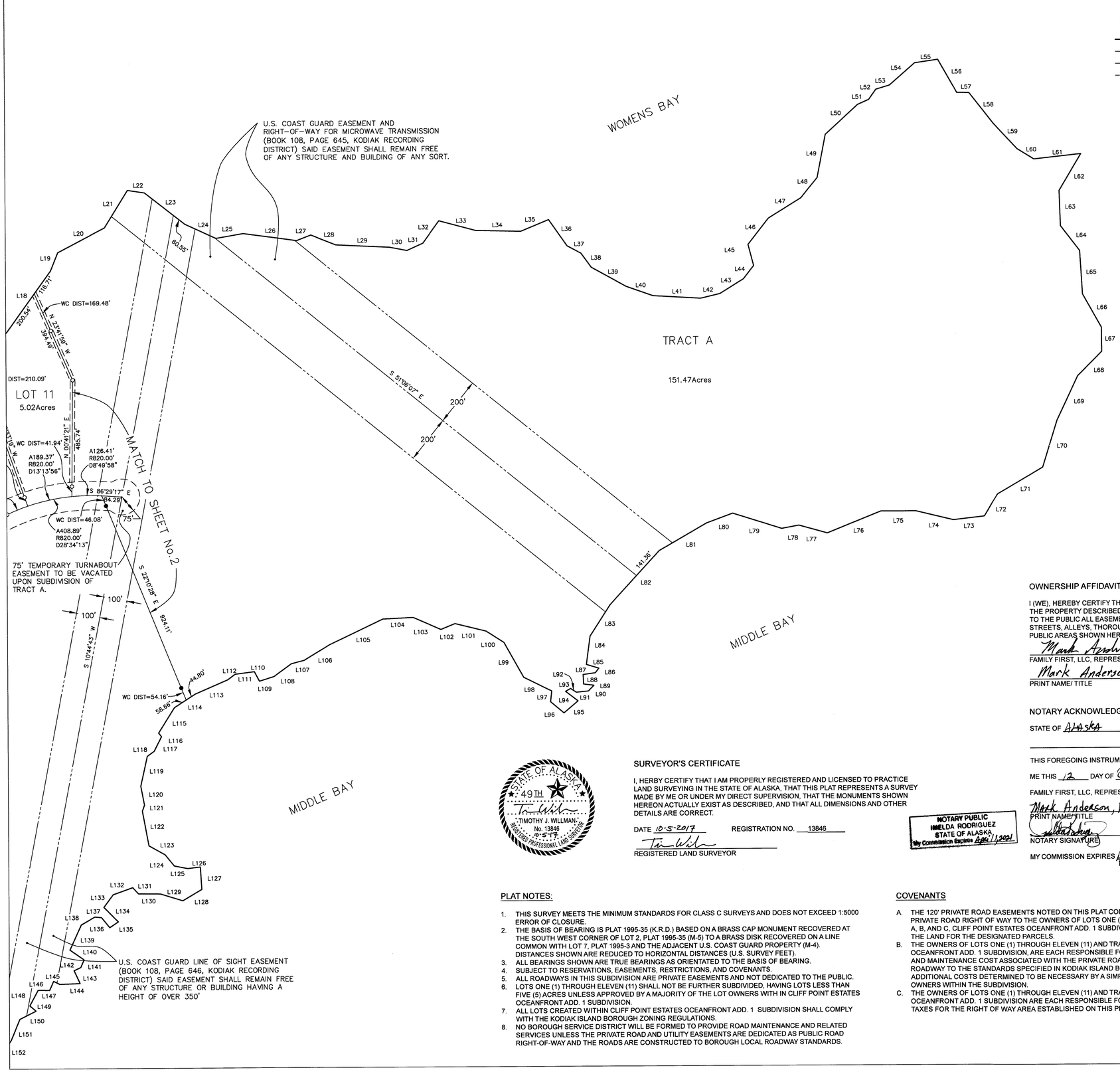
100' WIDE ACCESS EASEMENT ALONG EXISTING ROAD WITH A 40' WIDE UTILITY EASEMENT LYING ADJACENT TO THE ACCESS EASEMENT (BOOK 108, PAGE 631, KODIAK RECORDING DISTRICT)

# CLIFF POINT ESTATES OCEANFRONT ADDITION No.1

A REPLAT OF LOTS 1 THROUGH 40 CLIFF POINT ESTATES (PLAT No. 93-35 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 93-35 K.R.D.), CREATING LOTS 1 THROUGH 11, AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADDITION No.1 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 430.2 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 2 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 09/18/2017 |
| SCALE: | 1" = 200' | REF NO. | 170070420 |
| WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 | | | 907.942.4866 |

KODIAK RECORDING DISTRICT PLAT 2017-10




## LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE
- R–1 = RECORD MEASUREMENT PER PLAT 93–35, KODIAK RECORDING DISTRICT, KODIAK, AK.
- M–# = MONUMENT DETAIL
- o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
- ● = 1 1/2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.
- ◍ = 2 1/2" DIA. ALUMINUM CAP/PIPE MONUMENT RECOVERED THIS SURVEY.
- ✠ = 3" DIA. B.L.M. BRASS CAP MONUMENT RECOVERED THIS SURVEY.
- ◬ = U.S.G.S. TRIANGULATION STATION RECOVERED THIS SURVEY.

0 200' 400' 600'

## PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION;

RECEIVED 9/30/2016 APPROVED 10/16/2017

CHAIR Scott Arnett DATE 10-18-2017

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS 18th DAY OF October 2017.

BOROUGH MANAGER — DATE 10/17/17

BOROUGH CLERK — DATE 10/18/17

COMMUNITY DEVELOPMENT DIRECTOR — DATE 10-16-17

KODIAK ISLAND BOROUGH ALASKA ☆ 1963

## TAX CERTIFICATE

I HERBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL.

DATED AT KODIAK, ALASKA, THIS 18th DAY OF October 2017

KODIAK ISLAND BOROUGH CLERK

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Mark Anderson 10-12-17

FAMILY FIRST, LLC, REPRESENTATIVE — DATE

Mark Anderson, Vice President

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF ~~ALASKA~~ Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF October 2017 BY

FAMILY FIRST, LLC, REPRESENTATIVE

Mark Anderson, Vice President

PRINT NAME/TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

2017-10 Plat # KODIAK 10-23-17 2:27 P

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Mark Anderson 10-12-17

OCEANFRONT KODIAK, LLC, REPRESENTATIVE — DATE

Mark Anderson, Manager

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF ~~Alaska~~ Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF October 2017 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

Mark Anderson, Manager

PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

## SURVEYOR'S CERTIFICATE

STATE OF ALASKA 49TH TIMOTHY J. WILLMAN No. 13846 10-5-17 REGISTERED PROFESSIONAL LAND SURVEYOR

I, HERBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 10-5-2017 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 1995-35 (K.R.D.) BASED ON A BRASS CAP MONUMENT RECOVERED AT THE SOUTH WEST CORNER OF LOT 2, PLAT 1995-35 (M-5) TO A BRASS DISK RECOVERED ON A LINE COMMON WITH LOT 7, PLAT 1995-3 AND THE ADJACENT U.S. COAST GUARD PROPERTY (M-4). DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. LOTS ONE (1) THROUGH ELEVEN (11) SHALL NOT BE FURTHER SUBDIVIDED, HAVING LOTS LESS THAN FIVE (5) ACRES UNLESS APPROVED BY A MAJORITY OF THE LOT OWNERS WITH IN CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION.
7. ALL LOTS CREATED WITHIN CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION SHALL COMPLY WITH THE KODIAK ISLAND BOROUGH ZONING REGULATIONS.
8. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

## COVENANTS

A. THE 120' PRIVATE ROAD EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION. THE EASEMENT WILL RUN WITH THE LAND FOR THE DESIGNATED PARCELS.

B. THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

# CLIFF POINT ESTATES OCEANFRONT ADDITION No.1

A REPLAT OF LOTS 1 THROUGH 40 CLIFF POINT ESTATES (PLAT No. 93-35 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 93-35 K.R.D.), CREATING LOTS 1 THROUGH 11, AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADDITION No.1 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA

CONTAINING 430.2 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 3 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 09/18/2017 |
| SCALE: | 1" = 200' | REF NO. | 170070420 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

MONUMENT DETAILS– SHOWN AS STAMPED.




FOUND ⅜" REBAR, SET NEW CAP.




TYPICAL MONUMENT SET THIS SURVEY.

LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE
- ADJACENT LOT LINE

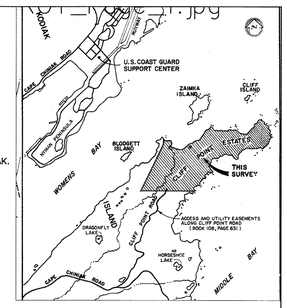
R–1 = RECORD MEASUREMENT PER PLAT 2017–10, KODIAK RECORDING DISTRICT, KODIAK, AK.

M–# = MONUMENT DETAIL

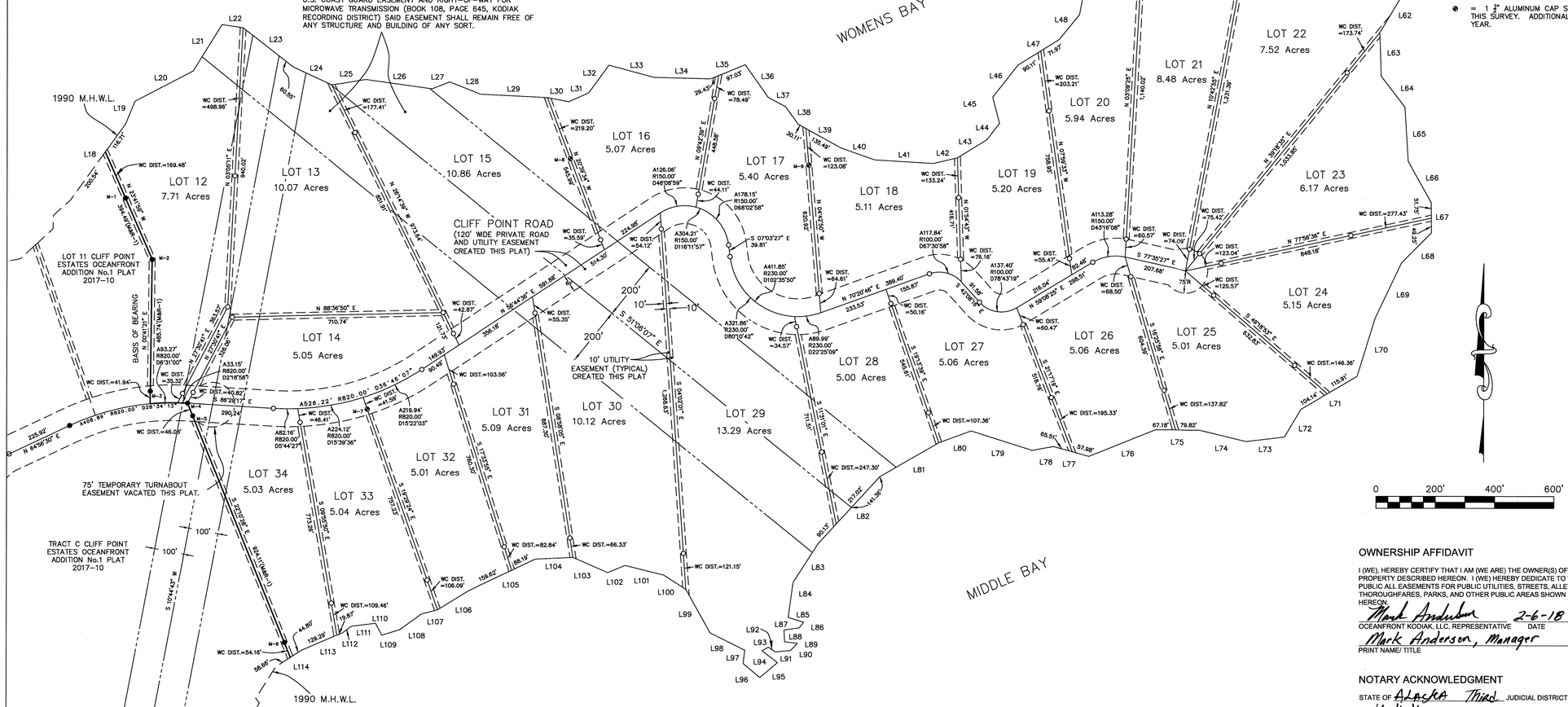
○ = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.

● = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.

⊗ = 1 ½" ALUMINUM CAP SET BY ECKLUND (LS 1638) PER PLAT 1993–35 RECOVERED THIS SURVEY. ADDITIONAL STAMPING THIS SURVEY INCLUDES LOT NUMBERS AND YEAR.




VICINITY MAP
1"= 5280'




0 200' 400' 600'

## CLIFF POINT MEANDERS

| LINE | BEARING | DISTANCE |
|---|---|---|
| L18 | N 35°53'41" E | 317.25' |
| L19 | N 22°11'25" E | 82.08' |
| L20 | N 62°37'35" E | 221.84' |
| L21 | N 31°52'23" E | 183.70' |
| L22 | S 81°11'36" E | 71.85' |
| L23 | S 52°00'28" E | 214.44' |
| L24 | S 65°13'29" E | 143.18' |
| L25 | N 80°32'16" E | 115.57' |
| L26 | S 82°07'15" E | 226.13' |
| L27 | N 69°01'35" E | 64.26' |
| L28 | S 68°29'03" E | 111.79' |
| L29 | S 87°12'48" E | 226.27' |
| L30 | S 78°59'47" E | 73.35' |
| L31 | N 65°52'44" E | 73.41' |
| L32 | N 36°10'25" E | 115.21' |
| L33 | S 74°59'55" E | 158.40' |
| L34 | S 88°29'33" E | 190.07' |
| L35 | N 67°41'38" E | 126.46' |
| L36 | S 34°59'31" E | 134.27' |
| L37 | S 61°52'35" E | 65.76' |
| L38 | S 36°05'06" E | 73.01' |
| L39 | S 61°06'48" E | 165.60' |
| L40 | S 70°39'55" E | 120.81' |
| L41 | S 86°31'54" E | 198.36' |
| L42 | N 76°47'56" E | 83.20' |
| L43 | N 58°21'37" E | 116.28' |
| L44 | N 38°01'08" E | 69.81' |
| L45 | N 14°38'51" W | 90.96' |
| L46 | N 38°12'15" E | 137.44' |
| L47 | N 58°22'10" E | 162.08' |
| L48 | N 39°24'02" E | 108.71' |
| L49 | N 11°00'13" E | 183.37' |
| L50 | N 47°38'33" E | 184.04' |
| L51 | N 65°55'28" E | 51.48' |
| L52 | N 35°32'16" E | 51.61' |
| L53 | N 73°23'35" E | 59.48' |
| L54 | N 49°02'40" E | 140.36' |
| L55 | N 81°47'14" E | 98.01' |
| L56 | S 29°47'22" E | 159.01' |
| L57 | S 88°52'36" E | 51.01' |
| L58 | S 38°09'26" E | 160.24' |
| L59 | S 43°04'54" E | 147.87' |
| L60 | S 58°26'17" E | 82.15' |
| L61 | N 83°54'55" E | 198.12' |
| L62 | S 31°01'08" W | 178.53' |
| L63 | S 01°56'53" E | 147.09' |
| L64 | S 37°34'07" E | 131.21' |
| L65 | S 03°28'40" E | 181.33' |
| L66 | S 29°17'56" E | 159.39' |
| L67 | S 00°34'02" E | 101.00' |
| L68 | S 45°00'00" W | 142.84' |
| L69 | S 25°26'21" W | 204.86' |
| L70 | S 17°17'15" W | 205.27' |
| L71 | S 59°42'22" W | 220.05' |
| L72 | S 30°36'00" W | 108.05' |
| L73 | S 83°25'05" W | 130.86' |
| L74 | N 76°23'38" W | 161.53' |
| L75 | N 90°00'00" W | 147.00' |
| L76 | S 68°11'55" W | 242.33' |
| L77 | N 74°30'03" W | 123.49' |
| L78 | S 79°45'55" W | 73.16' |
| L79 | N 72°29'16" W | 216.01' |
| L80 | S 69°50'54" W | 116.11' |
| L81 | S 60°11'35" W | 229.34' |
| L82 | S 42°37'30" W | 307.15' |
| L83 | S 32°52'07" W | 154.78' |
| L84 | S 07°43'19" W | 119.08' |
| L85 | S 72°53'50" E | 54.41' |
| L86 | S 38°17'25" W | 24.21' |
| L87 | S 82°11'05" W | 51.48' |
| L88 | S 02°51'45" E | 40.05' |
| L89 | S 83°22'03" E | 43.29' |
| L90 | S 43°46'52" W | 33.24' |
| L91 | S 84°24'02" W | 51.24' |
| L92 | N 56°18'36" W | 28.84' |
| L93 | S 60°15'18" W | 24.19' |
| L94 | S 52°25'53" E | 65.60' |
| L95 | S 49°43'12" W | 77.34' |
| L96 | N 49°59'37" W | 73.11' |
| L97 | N 06°20'25" E | 45.28' |
| L98 | N 63°37'52" W | 130.59' |
| L99 | N 29°19'14" W | 167.45' |
| L100 | S 57°22'51" W | 89.04' |
| L101 | N 76°10'17" W | 133.88' |
| L102 | S 67°51'52" W | 63.69' |
| L103 | N 66°26'52" W | 127.63' |
| L104 | S 87°17'42" W | 127.14' |
| L105 | S 64°40'33" W | 247.81' |
| L106 | S 58°28'59" W | 124.34' |
| L107 | S 75°27'56" W | 55.79' |
| L108 | S 54°01'10" W | 90.21' |
| L109 | S 72°41'58" W | 63.89' |
| L110 | N 27°41'58" W | 45.18' |
| L111 | S 82°57'43" W | 81.61' |
| L112 | S 53°25'37" W | 38.60' |
| L113 | S 66°42'02" W | 149.16' |
| L114 | S 57°13'53" W | 103.46' |

## COVENANTS

A. THE 120' PRIVATE ROAD EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS TWELVE (12) THROUGH THIRTY-FOUR (34), CLIFF POINT ESTATES OCEANFRONT ADD. 2 SUBDIVISION. THE EASEMENT WILL RUN WITH THE LAND FOR THE DESIGNATED PARCELS.

B. THE OWNERS OF LOTS TWELVE (12) THROUGH THIRTY-FOUR (34), CLIFF POINT ESTATES OCEANFRONT ADD. 2 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS TWELVE (12) THROUGH THIRTY-FOUR (34), CLIFF POINT ESTATES OCEANFRONT ADD. 2 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2017-10 (K.R.D.). DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. LOTS TWELVE (12) THROUGH THIRTY-FOUR (34) SHALL NOT BE FURTHER SUBDIVIDED, HAVING LOTS LESS THAN FIVE (5) ACRES UNLESS APPROVED BY A MAJORITY OF THE LOT OWNERS WITH IN CLIFF POINT ESTATES OCEANFRONT ADD. 2 SUBDIVISION.
7. ALL LOTS CREATED WITHIN CLIFF POINT ESTATES OCEANFRONT ADD. 2 SUBDIVISION SHALL COMPLY WITH THE KODIAK ISLAND BOROUGH ZONING REGULATIONS.
8. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.
9. LOT 13 CREATED THIS PLAT SHALL NOT BE FURTHER SUBDIVIDED.

STATE OF ALASKA 49 TH
TIMOTHY J. WILLMAN
No. 13846
2-2-18
REGISTERED PROFESSIONAL LAND SURVEYOR

## SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 2/2/2018 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Mark Anderson 2-6-18
OCEANFRONT KODIAK, LLC, REPRESENTATIVE DATE

Mark Anderson, Manager
PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT
Kodiak

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF February 20 18 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

Mark Anderson, Manager
PRINT NAME/ TITLE

Imelda Rodriguez
NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Mark Anderson 2-6-18
FAMILY FIRST, LLC, REPRESENTATIVE DATE

Mark Anderson, Vice President
PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT
Kodiak

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF February 20 18 BY

FAMILY FIRST, LLC, REPRESENTATIVE

Mark Anderson, Vice President
PRINT NAME/ TITLE

Imelda Rodriguez
NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

## PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION:

RECEIVED 10/2/2017 APPROVED 2/7/2018

CHAIR Scott Arndt DATE 2-7-2018

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS 7th DAY OF February 20 18

2/7/18
BOROUGH MANAGER DATE

for , Deputy Clerk 2/7/18
BOROUGH CLERK DATE

2/7/18
COMMUNITY DEVELOPMENT DIRECTOR DATE

KODIAK ISLAND BOROUGH ALASKA ☆ 1963

## TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL. DATED AT KODIAK, ALASKA, THIS 7th DAY OF February, 20 18

for , Deputy Clerk
KODIAK ISLAND BOROUGH CLERK

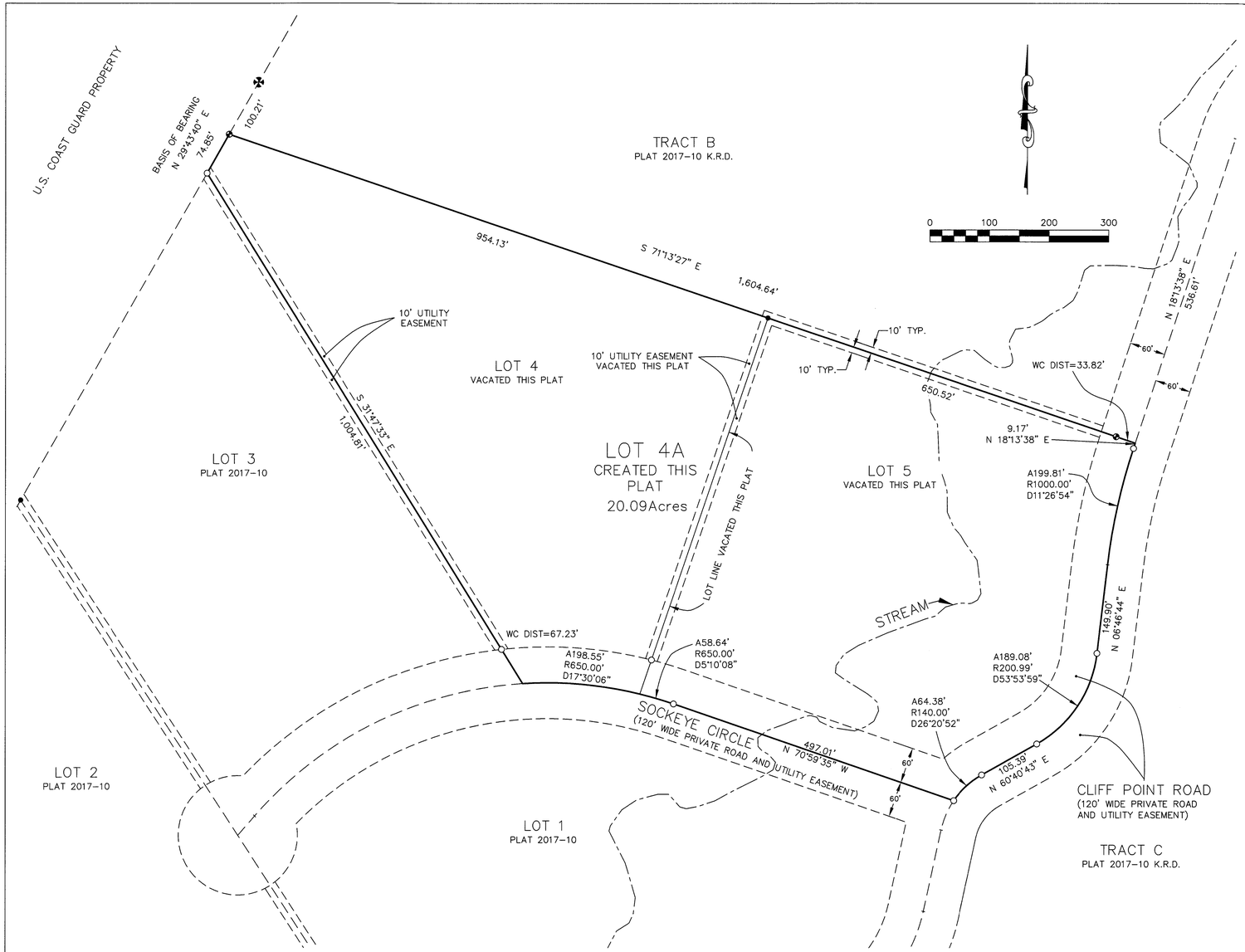
2018-3
Plat #
Kodiak
Filed Dist
2-12-, 20 18
Time
2:43 PM

# CLIFF POINT ESTATES OCEANFRONT ADDITION No.2

SUBDIVISION OF TRACT A, CLIFF POINT ESTATES OCEANFRONT ADDITION No.1, PLAT 2017-10, CREATING LOTS 12 THROUGH 34, CLIFF POINT ESTATES OCEANFRONT ADDITION No.2 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

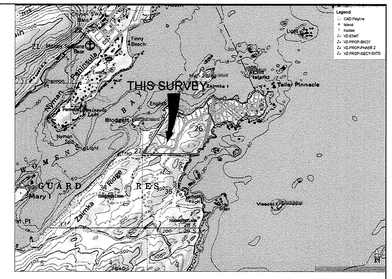
| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 1 | | |
| DRAWN BY: | TJW | DATE: | 01/30/2018 |
| SCALE: | 1" = 200' | REF NO. | 170070420_A |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866




LEGEND:

- LOT LINE
- EASEMENT LINE
- ADJACENT LOT LINE
- ○ = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR PER PLAT 2017-10.
- ● = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR PER PLAT 2017-10.
- ⊕ = 1 ½" ALUMINUM CAP SET BY ECKLUND (LS 1638) PER PLAT 1993-35.
- ✠ = 3" BRASS CAP PER PLAT 2017-10.




VICINITY MAP SCALE: 1"= 5,280'

PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2017-10 (K.R.D.) AS SHOWN. DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. LOTS ONE (1) THROUGH ELEVEN (11) SHALL NOT BE FURTHER SUBDIVIDED, HAVING LOTS LESS THAN FIVE (5) ACRES UNLESS APPROVED BY A MAJORITY OF THE LOT OWNERS WITH IN CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION.
7. ALL LOTS CREATED WITHIN CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION SHALL COMPLY WITH THE KODIAK ISLAND BOROUGH ZONING REGULATIONS.
8. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

COVENANTS

A. THE 120' PRIVATE ROAD EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION. THE EASEMENT WILL RUN WITH THE LAND FOR THE DESIGNATED PARCELS.
B. THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.
C. THE OWNERS OF LOTS ONE (1) THROUGH ELEVEN (11) AND TRACTS A, B, AND C, CLIFF POINT ESTATES OCEANFRONT ADD. 1 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION;

RECEIVED 11/01/2018 APPROVED 11/06/2018

CHAIR Scott Arndt DATE 11-06-2018

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS ____ DAY OF _____, 20__

BOROUGH MANAGER _____ DATE 11/7/18

BOROUGH CLERK _____ DATE 11/8/18

COMMUNITY DEVELOPMENT DIRECTOR (ACTING) DATE 11/16/2018

KODIAK ISLAND BOROUGH ALASKA ☆ 1963

TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL DATED AT KODIAK, ALASKA, THIS 8TH DAY OF November 20 18

KODIAK ISLAND BOROUGH CLERK

STATE OF ALASKA 49 TH TIMOTHY J. WILLMAN No. 13846 10-22-18 REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 10/22/2018 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

OCEANFRONT KODIAK, LLC, REPRESENTATIVE 10-30-18 DATE

Mark Anderson, Manager
PRINT NAME/ TITLE

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30 DAY OF October 20 18 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

Mark Anderson / Manager
PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

CHANDLER JOHNSON 10-30-18 DATE

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30 DAY OF October 20 18 BY

CHANDLER JOHNSON

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

KATYA JOHNSON 10/30/2018 DATE

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30 DAY OF October 20 18 BY

KATYA JOHNSON

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

2018-12 Plat # Kodiak Rec Dist 11/13 20 18 Date Time 3:45 PM

VACATION OF:

LOT 4 & LOT 5 CLIFF POINT ESTATES OCEANFRONT ADDITION No.1, PLAT 2017-10, KODIAK RECORDING DISTRICT, KODIAK, AK

REPLAT TO:

LOT 4A CLIFF POINT ESTATES OCEANFRONT ADDITION No.1, KODIAK RECORDING DISTRICT, KODIAK, ALASKA

| | | | |
|---|---|---|---|
| PREPARED FOR: | | CHANDLER AND KATYA JOHNSON 11330 S. RUSSIAN CREEK ROAD, KODIAK, AK 99615 | |
| SHEET: | 1 OF 1 | | |
| DRAWN BY: | TJW | DATE: | 07/24/2018 |
| SCALE: | 1" = 100' | REF NO. | 180150626 |
| WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866 | | | |

LEGEND:

PROPERTY BOUNDARY

LOT LINE

U.S. COAST GUARD EASEMENT LINE

EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 2018-3, KODIAK RECORDING DISTRICT, KODIAK, AK.

M-# = MONUMENT DETAIL

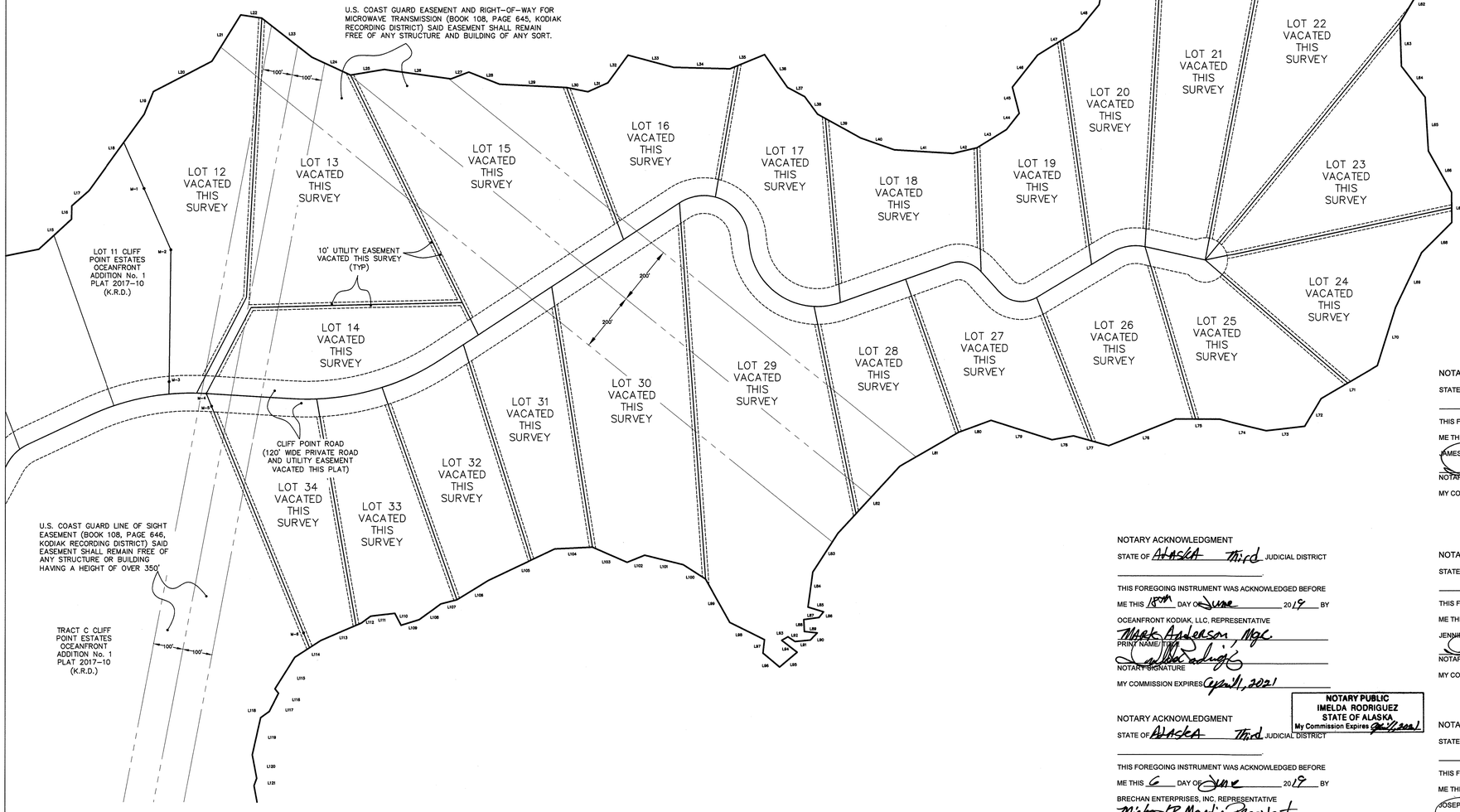
○ = 2 ½" DIA. ALUMINUM CAP ON ⅝" REBAR SET THIS SURVEY.

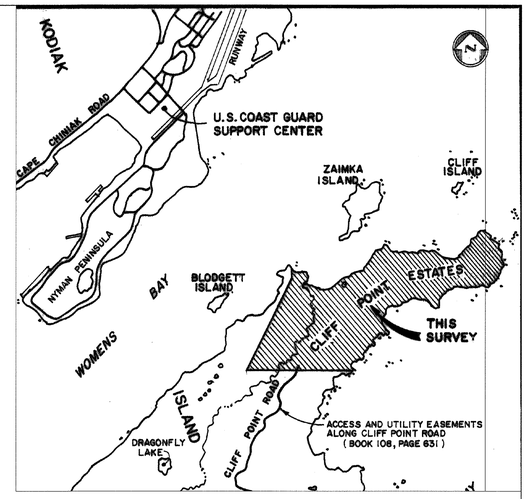
● = ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.

NORTH

0 200 400 600

-GRAPHIC SCALE-




VICINITY MAP
1"= ½ MILE

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2018-3 (K.R.D.). DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

## COVENANTS

A. THE 120' PRIVATE ROAD EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION. THE EASEMENT WILL RUN WITH THE LAND FOR THE DESIGNATED PARCELS.

B. THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY

JAMES H GRAHAM

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

PRINT NAME/ TITLE Mark Anderson, Mgr.

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF June 2019 BY

JENNIFER L WANDERSEE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF June 2019 BY

BRECHAN ENTERPRISES, INC, REPRESENTATIVE

PRINT NAME/ TITLE Michael R. Martin, President

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY

JOSEPH M CHAULKIN

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

OCEANFRONT KODIAK, LLC, REPRESENTATIVE — DATE 6/18/19

PRINT NAME/ TITLE Mark Anderson, Mgr.

BRECHAN ENTERPRISES, INC — DATE 6-6-19

PRINT NAME/ TITLE Michael R. Martin, President

JAMES H GRAHAM — DATE 6-18-2019

JENNIFER L WANDERSEE — DATE 6-13-19

JOSEPH M CHAULKIN — DATE 6-18-19

PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION;

RECEIVED _____ APPROVED _____

CHAIR _____ DATE _____

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS ____ DAY OF ____, 20__

BOROUGH MANAGER — DATE 6/25/19

BOROUGH CLERK — DATE

COMMUNITY DEVELOPMENT DIRECTOR Erin E. Welty — DATE 6/24/19

TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL.

DATED AT KODIAK, ALASKA, THIS 26th DAY OF June 20 19

KODIAK ISLAND BOROUGH CLERK

KODIAK ISLAND BOROUGH ALASKA ★ 1963

STATE OF ALASKA
49 TH
TIMOTHY J. WILLMAN
No. 13846
6-10-19
REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 6/10/2019 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

# CLIFF POINT ESTATES OCEANFRONT ADDITION No. 3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.),

CREATING 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, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADDITION No.3 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 200' | REF NO. | 180401228 |
| WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 | | 907.942.4866 | |

Kodiak Recording District Plat 2019-4

U.S. COAST GUARD EASEMENT AND RIGHT-OF-WAY FOR MICROWAVE TRANSMISSION (BOOK 108, PAGE 645, KODIAK RECORDING DISTRICT) SAID EASEMENT SHALL REMAIN FREE OF ANY STRUCTURE AND BUILDING OF ANY SORT.

WOMENS BAY

NORTH

LOT 11 CLIFF POINT ESTATES OCEANFRONT ADDITION No. 1 PLAT 2017-10 (K.R.D.)

BASIS OF BEARING N 00°41'21" E 485.74' (M & R-1)

CLIFF POINT ROAD (120' WIDE PRIVATE ROAD AND UTILITY EASEMENT CREATED THIS PLAT)

30' ACCESS AND UTILITY EASEMENT

60' ACCESS AND UTILITY EASEMENT

80' ACCESS AND UTILITY EASEMENT

10' UTILITY EASEMENT CREATED THIS PLAT (TYP)

30' ACCESS AND UTILITY EASEMENT

U.S. COAST GUARD LINE OF SIGHT EASEMENT (BOOK 108, PAGE 646, KODIAK RECORDING DISTRICT) SAID EASEMENT SHALL REMAIN FREE OF ANY STRUCTURE OR BUILDING HAVING A HEIGHT OF OVER 350'

TRACT C CLIFF POINT ESTATES OCEANFRONT ADDITION No. 1 PLAT 2017-10 (K.R.D.)

TRACT D

TRACT E 22.346 Acres ±

TRACT F 29.954 Acres ±

LOT 1 BLOCK 1 2.060 Acres ±

LOT 2 BLOCK 1 2.343 Acres ±

LOT 3 BLOCK 1 2.836 Acres ±

LOT 4 BLOCK 1 2.356 Acres ±

LOT 5 BLOCK 1 2.157 Acres ±

LOT 6 BLOCK 1 2.347 Acres ±

LOT 1 BLOCK 2 2.126 Acres ±

LOT 2 BLOCK 2 2.139 Acres ±

LOT 3 BLOCK 2 2.023 Acres ±

LOT 4 BLOCK 2 2.047 Acres ±

LOT 5 BLOCK 2 2.026 Acres ±

LOT 6 BLOCK 2 2.006 Acres ±

LOT 1 BLOCK 3 3.191 Acres ±

LOT 2 BLOCK 3 2.004 Acres ±

LOT 3 BLOCK 3 2.050 Acres ±

LOT 4 BLOCK 3 2.566 Acres ±

LOT 5 BLOCK 3 2.474 Acres ±

LOT 1 BLOCK 4 2.017 Acres ±

LOT 2 BLOCK 4 2.002 Acres ±

LOT 3 BLOCK 4 2.185 Acres ±

LOT 4 BLOCK 4 2.085 Acres ±

LOT 5 BLOCK 4 2.054 Acres ±

LOT 10 BLOCK 3 2.008 Acres ±

LOT 11 BLOCK 3 2.392 Acres ±

MATCH TO SHEET NO. 3

LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 2018-3, KODIAK RECORDING DISTRICT, KODIAK, AK.

M-# = MONUMENT DETAIL

○ = 2 ½" DIA. ALUMINUM CAP ON ⅝" REBAR SET THIS SURVEY.

● = ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.

0 100 200 300

-GRAPHIC SCALE-

# CLIFF POINT ESTATES OCEANFRONT ADDITION No.3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.),

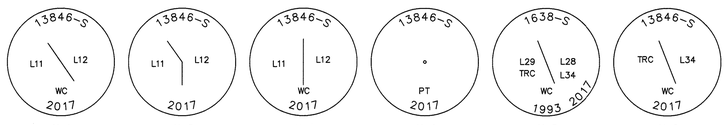
CREATING LOTS 1-6 BLOCK 1, LOTS 1-9 BLOCK 2, LOTS 1-11 BLOCK 3, LOTS 1-5 BLOCK 4, LOTS 1-5 BLOCK 5, TRACT D, TRACT E, TRACT F, CLIFF POINT ESTATES OCEANFRONT ADDITION No.3 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 2 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 100' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4886

Kodiak Recording District Plat 2019-4

MONUMENT DETAILS– SHOWN AS STAMPED.




LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 2018-3, KODIAK RECORDING DISTRICT, KODIAK, AK.

M-# = MONUMENT DETAIL

○ = 2 1/2" DIA. ALUMINUM CAP ON 5/8" REBAR SET THIS SURVEY.

● = ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.

NORTH

0 100 200 300

-GRAPHIC SCALE-

## CLIFF POINT MEANDERS

| LINE | BEARING | DISTANCE |
|---|---|---|
| L18 | N 35°53'41" E | 317.25' |
| L19 | N 22°11'25" E | 82.08' |
| L20 | N 62°37'35" E | 221.84' |
| L21 | N 31°52'23" E | 183.70' |
| L22 | S 81°11'36" E | 71.85' |
| L23 | S 52°00'28" E | 214.44' |
| L24 | S 65°13'29" E | 143.18' |
| L25 | N 80°32'16" E | 115.57' |
| L26 | S 82°07'15" E | 226.13' |
| L27 | N 69°01'35" E | 64.26' |
| L28 | S 68°29'03" E | 111.79' |
| L29 | S 87°12'48" E | 226.27' |
| L30 | S 78°59'47" E | 73.35' |
| L31 | N 65°52'44" E | 73.41' |
| L32 | N 36°10'25" E | 115.21' |
| L33 | S 74°59'55" E | 158.40' |
| L34 | S 88°29'33" E | 190.07' |
| L35 | N 67°41'38" E | 126.46' |
| L36 | S 34°59'31" E | 134.27' |
| L37 | S 61°52'35" E | 65.76' |
| L38 | S 36°05'06" E | 73.01' |
| L39 | S 61°06'48" E | 165.60' |
| L40 | S 70°39'55" E | 120.81' |
| L41 | S 86°31'54" E | 198.36' |
| L42 | N 76°47'56" E | 83.20' |
| L43 | N 58°21'37" E | 116.28' |
| L44 | N 38°01'08" E | 69.81' |
| L45 | N 14°38'51" W | 90.96' |
| L46 | N 38°12'15" E | 137.44' |
| L47 | N 58°22'10" E | 162.08' |
| L48 | N 39°24'02" E | 108.71' |
| L49 | N 11°00'13" E | 183.37' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L50 | N 47°38'33" E | 184.04' |
| L51 | N 65°55'28" E | 51.48' |
| L52 | N 35°32'16" E | 51.61' |
| L53 | N 73°23'35" E | 59.48' |
| L54 | N 49°02'40" E | 140.36' |
| L55 | N 81°47'14" E | 98.01' |
| L56 | S 29°47'22" E | 159.01' |
| L57 | S 88°52'36" E | 51.01' |
| L58 | S 38°09'26" E | 160.24' |
| L59 | S 43°04'54" E | 147.87' |
| L60 | S 58°26'17" E | 82.15' |
| L61 | N 83°54'55" E | 198.12' |
| L62 | S 31°01'08" W | 178.53' |
| L63 | S 01°56'53" E | 147.09' |
| L64 | S 37°34'07" E | 131.21' |
| L65 | S 03°28'40" E | 181.33' |
| L66 | S 29°17'56" E | 159.39' |
| L67 | S 00°34'02" E | 101.00' |
| L68 | S 45°00'00" W | 142.84' |
| L69 | S 25°26'21" W | 204.86' |
| L70 | S 17°17'15" W | 205.27' |
| L71 | S 59°42'22" W | 220.05' |
| L72 | S 30°36'00" W | 108.05' |
| L73 | S 83°25'05" W | 130.86' |
| L74 | N 76°23'38" W | 161.53' |
| L75 | N 90°00'00" W | 147.00' |
| L76 | S 68°11'55" W | 242.33' |
| L77 | N 74°30'03" W | 123.49' |
| L78 | S 79°45'55" W | 73.16' |
| L79 | N 72°29'16" W | 216.01' |
| L80 | S 69°50'54" W | 116.11' |
| L81 | S 60°11'35" W | 229.34' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L82 | S 42°37'30" W | 307.15' |
| L83 | S 32°52'07" W | 154.78' |
| L84 | S 07°43'19" W | 119.08' |
| L85 | S 72°53'50" E | 54.41' |
| L86 | S 38°17'25" W | 24.21' |
| L87 | S 82°11'05" W | 51.48' |
| L88 | S 02°51'45" E | 40.05' |
| L89 | S 83°22'03" E | 43.29' |
| L90 | S 43°46'52" W | 33.24' |
| L91 | S 84°24'02" W | 51.24' |
| L92 | N 56°18'36" W | 28.84' |
| L93 | S 60°15'18" W | 24.19' |
| L94 | S 52°25'53" E | 65.60' |
| L95 | S 49°43'12" W | 77.34' |
| L96 | N 49°59'37" W | 73.11' |
| L97 | N 06°20'25" E | 45.28' |
| L98 | N 63°37'52" W | 130.59' |
| L99 | N 29°19'14" W | 167.45' |
| L100 | N 57°22'51" W | 89.04' |
| L101 | N 76°10'17" W | 133.88' |
| L102 | S 67°51'52" W | 63.69' |
| L103 | N 66°26'52" W | 127.63' |
| L104 | S 87°17'42" W | 127.14' |
| L105 | S 64°40'33" W | 247.81' |
| L106 | S 58°28'59" W | 124.34' |
| L107 | S 75°27'56" W | 55.79' |
| L108 | S 54°01'10" W | 90.21' |
| L109 | S 72°41'58" W | 63.89' |
| L110 | N 27°41'58" W | 45.18' |
| L111 | S 82°57'43" W | 81.61' |
| L112 | S 53°25'37" W | 38.60' |
| L113 | S 66°42'02" W | 149.16' |
| L114 | S 57°13'53" W | 103.46' |

## CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 819.86' | 93.27' | 93.21' | N 87°56'15" E | 6°31'04" |
| C2 | 823.34' | 33.15' | 33.14' | S 87°38'46" E | 2°18'24" |
| C3 | 820.00' | 126.41' | 126.29' | S 89°05'44" W | 8°49'58" |
| C4 | 820.00' | 31.00' | 31.00' | S 87°34'16" E | 2°09'57" |
| C5 | 820.00' | 30.72' | 30.72' | N 89°43'38" W | 2°08'47" |
| C6 | 820.00' | 61.72' | 61.70' | S 88°38'39" E | 4°18'45" |
| C7 | 820.00' | 244.57' | 243.66' | N 80°39'19" E | 17°05'19" |
| C8 | 820.00' | 219.94' | 219.28' | N 64°25'38" E | 15°22'03" |
| C9 | 150.00' | 126.06' | 122.38' | N 80°49'06" E | 48°08'59" |
| C10 | 150.00' | 178.15' | 167.87' | N 41°04'56" W | 68°02'58" |
| C11 | 150.00' | 304.21' | 254.69' | N 65°09'26" W | 116°11'57" |
| C12 | 230.00' | 273.81' | 257.93' | S 41°09'44" E | 68°12'37" |
| C13 | 230.00' | 411.85' | 358.99' | S 58°21'20" E | 102°35'50" |
| C14 | 230.00' | 59.26' | 59.10' | S 77°43'39" W | 14°45'49" |
| C15 | 100.00' | 80.96' | 78.77' | S 86°27'33" E | 46°23'22" |
| C16 | 100.00' | 36.87' | 36.66' | S 52°42'04" E | 21°07'36" |
| C17 | 100.00' | 117.84' | 111.14' | S 75°53'45" E | 67°30'58" |
| C18 | 100.00' | 137.40' | 126.84' | S 81°29'56" E | 78°43'19" |
| C19 | 150.00' | 113.28' | 110.60' | N 80°46'29" E | 43°16'08" |
| C20 | 50.00' | 100.62' | 84.48' | S 60°44'10" W | 115°17'59" |
| C21 | 80.00' | 160.99' | 135.17' | N 60°44'10" E | 115°17'59" |
| C22 | 20.00' | 40.25' | 33.79' | N 60°44'10" E | 115°17'59" |
| C23 | 100.00' | 62.10' | 61.11' | S 79°24'19" E | 35°34'57" |
| C24 | 70.00' | 79.10' | 74.95' | S 86°00'55" W | 64°44'28" |
| C25 | 130.00' | 76.18' | 75.09' | S 78°24'05" E | 33°34'28" |
| C26 | 130.00' | 70.71' | 69.85' | S 69°13'41" W | 31°09'59" |
| C27 | 500.00' | 83.18' | 83.09' | N 66°45'55" E | 9°31'56" |
| C28 | 500.00' | 179.16' | 178.20' | N 72°15'51" E | 20°31'47" |
| C29 | 650.00' | 8.18' | 8.18' | S 61°38'19" W | 43°17" |
| C30 | 650.00' | 163.49' | 163.06' | N 54°04'19" E | 14°24'41" |
| C31 | 650.00' | 92.89' | 92.81' | N 42°46'20" E | 8°11'17" |
| C32 | 250.00' | 426.55' | 376.66' | N 41°18'29" E | 97°45'30" |

TRACT D
20.289 Acres ±

WOMENS BAY

LOT 1 BLOCK 4 2.017 Acres ±
LOT 2 BLOCK 4 2.002 Acres ±
LOT 1 BLOCK 2 2.126 Acres ±
LOT 2 BLOCK 2 2.139 Acres ±
LOT 3 BLOCK 2 2.023 Acres ±
LOT 4 BLOCK 2 2.047 Acres ±
LOT 5 BLOCK 2 2.026 Acres ±
LOT 6 BLOCK 2 2.006 Acres ±
LOT 7 BLOCK 2 2.031 Acres ±
LOT 8 BLOCK 2 2.012 Acres ±
LOT 9 BLOCK 2 2.079 Acres ±
LOT 1 BLOCK 3 2.224 Acres ±
LOT 2 BLOCK 3 2.362 Acres ±
LOT 3 BLOCK 3 2.162 Acres ±
LOT 4 BLOCK 3 2.020 Acres ±
LOT 5 BLOCK 3 2.010 Acres ±
LOT 6 BLOCK 3 2.221 Acres ±
LOT 7 BLOCK 3 2.090 Acres ±
LOT 8 BLOCK 3 2.151 Acres ±
LOT 9 BLOCK 3 2.023 Acres ±
LOT 10 BLOCK 3 2.008 Acres ±
LOT 11 BLOCK 3 2.392 Acres ±

10' UTILITY EASEMENT CREATED THIS PLAT (TYP)

MIDDLE BAY

MATCH TO SHEET No. 2

2019-4
Plat # Kodiak
Rec Dist
Date 6/28 2019
Time 3:24 P.M.

# CLIFF POINT ESTATES OCEANFRONT ADDITION No.3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.),

CREATING 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 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC<br>2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 3 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 100' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- U.S. COAST GUARD EASEMENT LINE
- EASEMENT LINE

R-1 = RECORD MEASUREMENT PER PLAT 2018-3, KODIAK RECORDING DISTRICT, KODIAK, AK.

M-# = MONUMENT DETAIL

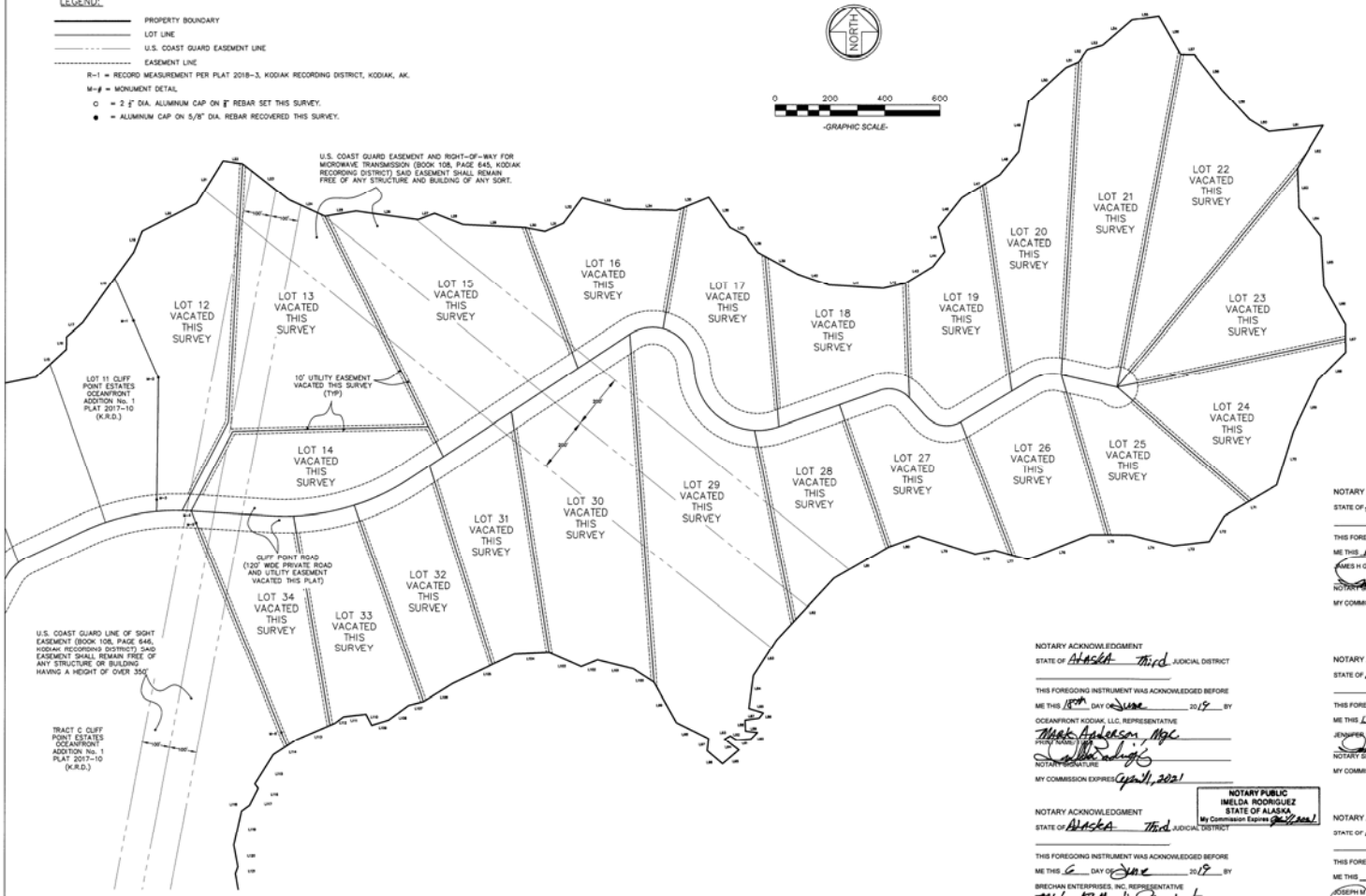
○ = 2 ½" DIA. ALUMINUM CAP ON ⅝" REBAR SET THIS SURVEY.

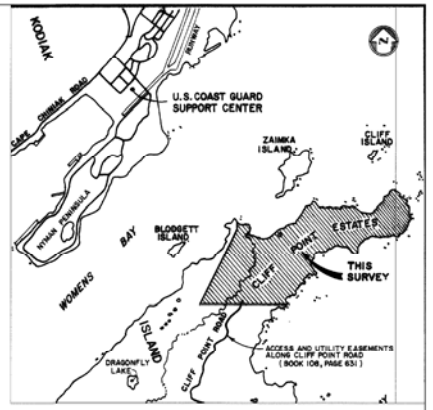
● = ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.

NORTH

0 200 400 600

-GRAPHIC SCALE-




VICINITY MAP
1"= ½ MILE

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2018-3 (K.R.D.). DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

## COVENANTS

A. THE 120' PRIVATE ROAD EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY TO THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION. THE EASEMENT WILL RUN WITH THE LAND FOR THE DESIGNATED PARCELS.

B. THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS ONE (1) THROUGH SIX (6) BLOCK ONE (1), LOTS ONE (1) THROUGH NINE (9) BLOCK TWO (2), LOTS ONE (1) THROUGH ELEVEN (11) BLOCK THREE (3), LOTS ONE (1) THROUGH FIVE (5) BLOCK FOUR (4), LOTS ONE (1) THROUGH FIVE (5) BLOCK FIVE (5), TRACT D, TRACT E, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADD. 3 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY JAMES H GRAHAM

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY JENNIFER L WANDERSEE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY OCEANFRONT KODIAK, LLC, REPRESENTATIVE

PRINT NAME/ TITLE Mark Anderson, Mgr.

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF June 2019 BY BRECHAN ENTERPRISES, INC. REPRESENTATIVE

PRINT NAME/ TITLE Michael R. Martin, President

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

NOTARY ACKNOWLEDGMENT

STATE OF Alaska Third JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF June 2019 BY JOSEPH M CHAULKIN

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 1, 2021

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

SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 6/10/2019 REGISTRATION NO. 13846

REGISTERED LAND SURVEYOR

STATE OF ALASKA 49 TH TIMOTHY J. WILLMAN No. 13846 REGISTERED PROFESSIONAL LAND SURVEYOR

OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

OCEANFRONT KODIAK, LLC, REPRESENTATIVE — 6/18/19 DATE

Mark Anderson, Mgr.
PRINT NAME/ TITLE

BRECHAN ENTERPRISES, INC — 6-6-19 DATE

Michael R. Martin, President
PRINT NAME/ TITLE

JAMES H GRAHAM — 6-18-2019 DATE

JENNIFER L WANDERSEE — 6-13-19 DATE

JOSEPH M CHAULKIN — 6-18-19 DATE

PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION:

RECEIVED 4-1-2019 APPROVED 6-24-2019

CHAIR DATE 8/5/19

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS 5 DAY OF August 20 19

BOROUGH MANAGER — 8/5/19 DATE

BOROUGH CLERK — 8/8/19 DATE

COMMUNITY DEVELOPMENT DIRECTOR — 6/24/19 DATE

TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL.

DATED AT KODIAK, ALASKA, THIS 5th DAY OF August 20 19

KODIAK ISLAND BOROUGH CLERK

KODIAK ISLAND BOROUGH ALASKA 1963

# CLIFF POINT ESTATES OCEANFRONT ADDITION No. 3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.),

CREATING 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, AND TRACT F, CLIFF POINT ESTATES OCEANFRONT ADDITION No.3 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA.

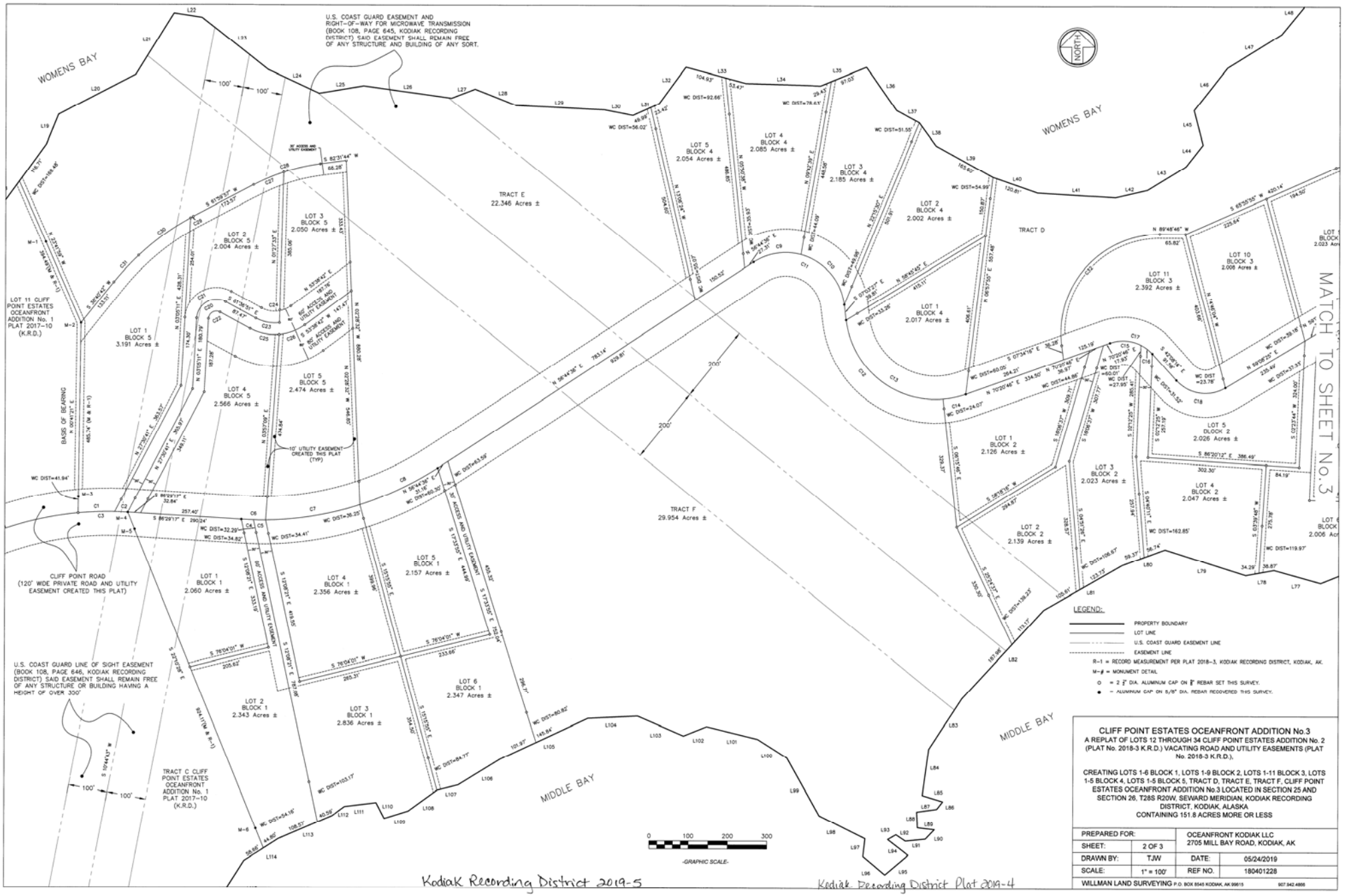
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 200' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

Kodiak Recording District 2019-5

Kodiak Recording District Plat 2019-4




Kodiak Recording District 2019-5

Kodiak Recording District Plat 2019-4

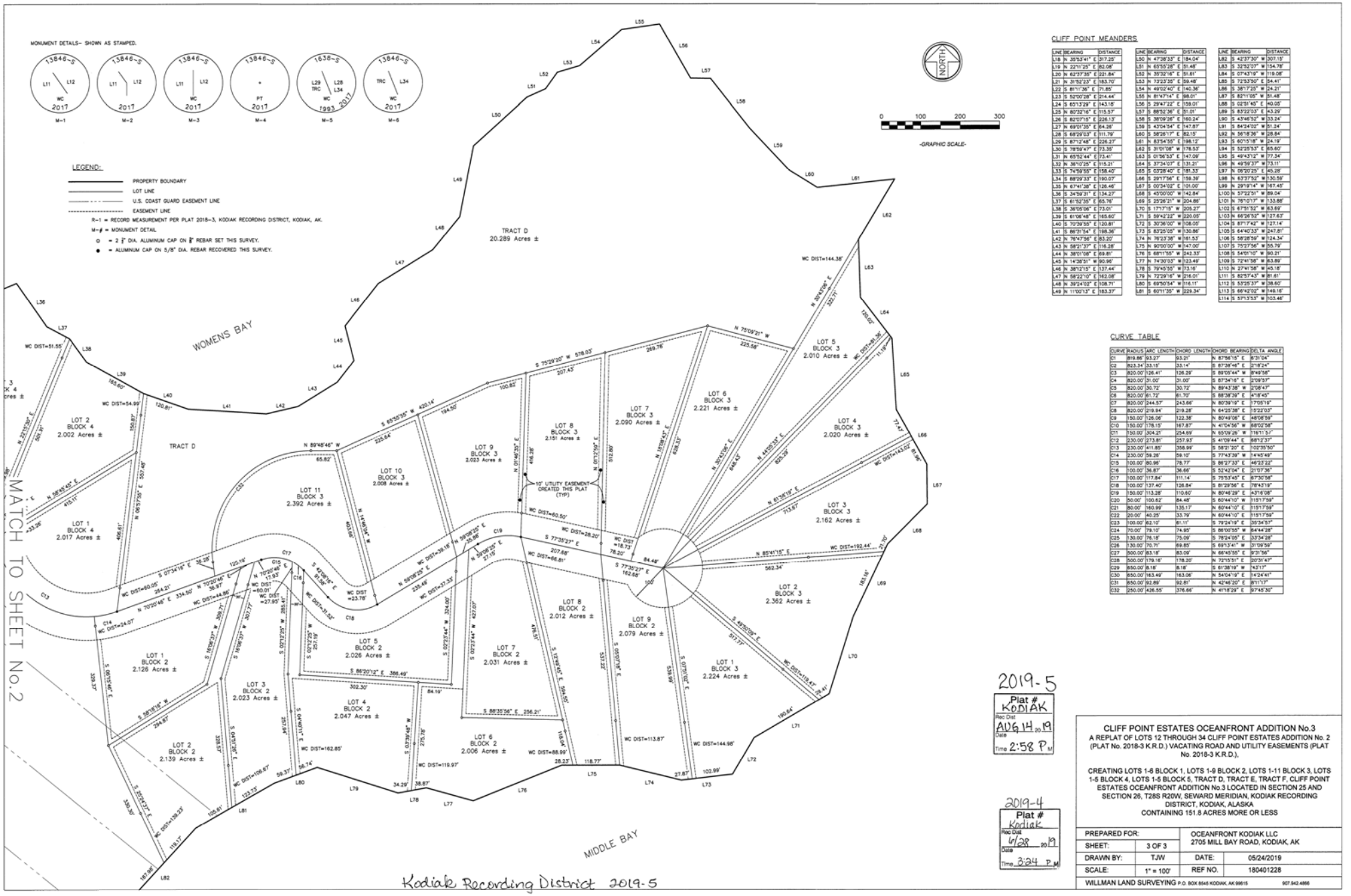
# CLIFF POINT ESTATES OCEANFRONT ADDITION No.3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.),

CREATING 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 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 2 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 100' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866




## CLIFF POINT MEANDERS

| LINE | BEARING | DISTANCE |
|---|---|---|
| L18 | N 35°53'41" E | 317.25' |
| L19 | N 22°11'25" E | 82.08' |
| L20 | N 62°37'35" E | 221.84' |
| L21 | N 31°52'23" E | 183.70' |
| L22 | S 81°11'36" E | 71.85' |
| L23 | S 52°00'28" E | 214.44' |
| L24 | S 65°13'29" E | 143.18' |
| L25 | N 80°32'16" E | 115.57' |
| L26 | S 82°07'15" E | 226.13' |
| L27 | N 69°01'35" E | 64.26' |
| L28 | S 68°29'03" E | 111.79' |
| L29 | S 87°12'48" E | 226.27' |
| L30 | S 78°59'47" E | 73.35' |
| L31 | N 65°52'44" E | 73.41' |
| L32 | N 36°10'25" E | 115.21' |
| L33 | S 74°59'55" E | 158.40' |
| L34 | S 88°29'33" E | 190.07' |
| L35 | N 67°41'38" E | 128.46' |
| L36 | S 34°59'31" E | 134.27' |
| L37 | S 61°52'35" E | 65.76' |
| L38 | S 36°05'08" E | 73.01' |
| L39 | S 61°06'48" E | 165.60' |
| L40 | S 70°39'55" E | 120.81' |
| L41 | S 86°31'54" E | 198.36' |
| L42 | N 76°47'56" E | 83.20' |
| L43 | N 58°21'37" E | 116.28' |
| L44 | N 38°01'08" E | 69.81' |
| L45 | N 14°38'51" W | 90.96' |
| L46 | N 38°12'15" E | 137.44' |
| L47 | N 58°22'10" E | 162.08' |
| L48 | N 39°24'02" E | 108.71' |
| L49 | N 11°00'13" E | 183.37' |
| L50 | N 47°38'33" E | 184.04' |
| L51 | N 65°55'28" E | 51.48' |
| L52 | N 35°32'16" E | 51.61' |
| L53 | N 73°23'35" E | 59.48' |
| L54 | N 49°02'40" E | 140.36' |
| L55 | N 81°47'14" E | 98.07' |
| L56 | S 29°47'22" E | 159.01' |
| L57 | S 88°52'36" E | 51.01' |
| L58 | S 38°09'26" E | 160.24' |
| L59 | S 43°04'54" E | 147.83' |
| L60 | S 58°26'17" E | 82.15' |
| L61 | N 83°54'55" E | 198.12' |
| L62 | S 31°01'08" W | 178.53' |
| L63 | S 01°56'53" E | 147.09' |
| L64 | S 37°34'07" E | 131.21' |
| L65 | S 03°28'40" E | 781.33' |
| L66 | S 29°17'56" E | 159.39' |
| L67 | S 00°34'02" E | 101.00' |
| L68 | S 45°00'00" W | 142.84' |
| L69 | S 23°26'21" W | 204.88' |
| L70 | S 17°17'15" W | 205.27' |
| L71 | S 59°42'22" W | 220.05' |
| L72 | S 30°36'00" W | 108.05' |
| L73 | S 83°25'05" W | 130.86' |
| L74 | N 76°23'38" W | 181.53' |
| L75 | N 90°00'00" W | 147.00' |
| L76 | S 68°11'55" W | 242.33' |
| L77 | N 74°30'03" W | 123.49' |
| L78 | S 79°45'55" W | 73.16' |
| L79 | N 72°29'16" W | 216.01' |
| L80 | S 69°50'54" W | 116.11' |
| L81 | S 60°11'35" W | 229.34' |
| L82 | S 42°37'30" W | 307.15' |
| L83 | S 32°52'07" W | 154.78' |
| L84 | S 07°43'19" W | 119.08' |
| L85 | S 72°53'50" E | 54.41' |
| L86 | S 38°17'25" W | 24.21' |
| L87 | S 82°11'05" W | 51.48' |
| L88 | S 02°51'45" E | 40.05' |
| L89 | S 83°22'03" E | 43.29' |
| L90 | S 43°46'52" W | 33.24' |
| L91 | S 84°24'02" W | 51.24' |
| L92 | N 56°18'36" W | 28.84' |
| L93 | S 60°15'18" W | 24.19' |
| L94 | S 52°25'53" E | 65.60' |
| L95 | S 49°43'12" W | 77.34' |
| L96 | N 49°59'37" W | 73.11' |
| L97 | N 06°20'25" E | 45.28' |
| L98 | S 63°37'52" W | 130.59' |
| L99 | N 29°19'14" W | 167.45' |
| L100 | N 57°22'51" W | 89.04' |
| L101 | N 76°10'17" W | 133.88' |
| L102 | S 67°51'52" W | 83.69' |
| L103 | S 66°26'52" W | 127.63' |
| L104 | S 87°17'42" W | 127.14' |
| L105 | S 64°40'33" W | 247.81' |
| L106 | S 58°28'59" W | 124.34' |
| L107 | S 75°27'56" W | 155.79' |
| L108 | S 54°01'10" W | 90.21' |
| L109 | S 72°41'58" W | 83.89' |
| L110 | N 27°41'58" W | 45.18' |
| L111 | S 82°57'43" W | 81.61' |
| L112 | S 35°25'33" W | 38.60' |
| L113 | S 66°42'02" W | 149.16' |
| L114 | S 57°13'53" W | 103.46' |

## CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 819.86' | 93.27' | 93.21' | N 87°56'15" E | 6°31'04" |
| C2 | 823.34' | 33.15' | 33.14' | S 87°38'46" E | 2°18'24" |
| C3 | 820.00' | 126.41' | 126.29' | S 89°05'44" W | 8°49'58" |
| C4 | 820.00' | 31.00' | 31.00' | S 87°34'16" E | 2°09'57" |
| C5 | 820.00' | 30.72' | 30.72' | N 89°43'38" W | 2°08'47" |
| C6 | 820.00' | 81.72' | 81.70' | S 88°38'39" E | 4°16'45" |
| C7 | 820.00' | 244.57' | 243.66' | N 80°39'19" E | 17°05'19" |
| C8 | 820.00' | 219.94' | 219.28' | N 64°25'38" E | 15°22'03" |
| C9 | 150.00' | 126.06' | 122.38' | N 80°49'06" E | 48°08'59" |
| C10 | 150.00' | 178.15' | 167.87' | N 41°04'36" W | 68°02'58" |
| C11 | 150.00' | 304.21' | 254.69' | N 65°09'26" W | 116°13'17" |
| C12 | 230.00' | 273.81' | 257.93' | S 41°09'44" E | 68°12'37" |
| C13 | 230.00' | 411.85' | 358.99' | S 58°21'20" E | 102°35'50" |
| C14 | 230.00' | 59.26' | 59.10' | S 77°43'39" W | 14°45'49" |
| C15 | 100.00' | 80.96' | 78.77' | S 86°27'33" E | 46°23'22" |
| C16 | 100.00' | 36.87' | 36.66' | S 52°42'04" E | 21°07'36" |
| C17 | 100.00' | 117.84' | 111.14' | S 75°53'45" E | 67°30'58" |
| C18 | 100.00' | 137.40' | 128.84' | S 81°29'56" E | 78°43'19" |
| C19 | 150.00' | 113.28' | 110.60' | N 80°46'29" E | 43°16'08" |
| C20 | 50.00' | 100.62' | 84.48' | S 60°44'10" W | 115°17'59" |
| C21 | 80.00' | 160.99' | 135.17' | N 60°44'10" E | 115°17'59" |
| C22 | 20.00' | 40.25' | 33.79' | N 60°44'10" E | 115°17'59" |
| C23 | 100.00' | 62.10' | 61.11' | S 79°24'19" E | 35°34'57" |
| C24 | 70.00' | 79.10' | 74.95' | S 86°00'55" W | 64°44'28" |
| C25 | 130.00' | 76.18' | 75.09' | S 78°24'05" E | 33°34'28" |
| C26 | 130.00' | 70.71' | 69.85' | S 69°13'41" W | 31°09'39" |
| C27 | 500.00' | 83.18' | 83.09' | N 66°45'55" E | 9°31'56" |
| C28 | 500.00' | 179.18' | 178.20' | N 72°15'51" E | 20°31'47" |
| C29 | 650.00' | 8.18' | 8.18' | S 61°38'19" W | 1°43'17" |
| C30 | 650.00' | 163.49' | 163.06' | N 54°04'19" E | 14°24'41" |
| C31 | 650.00' | 92.89' | 92.81' | N 42°46'20" E | 8°11'13" |
| C32 | 250.00' | 426.55' | 376.66' | N 41°18'29" E | 97°45'30" |

2019-5
Plat # KODIAK
Rec Dist
AUG 14 2019
Date
Time 2:58 P.M.

2019-4
Plat # Kodiak
Rec Dist
6/28 2019
Date
Time 3:24 P.M.

Kodiak Recording District 2019-5

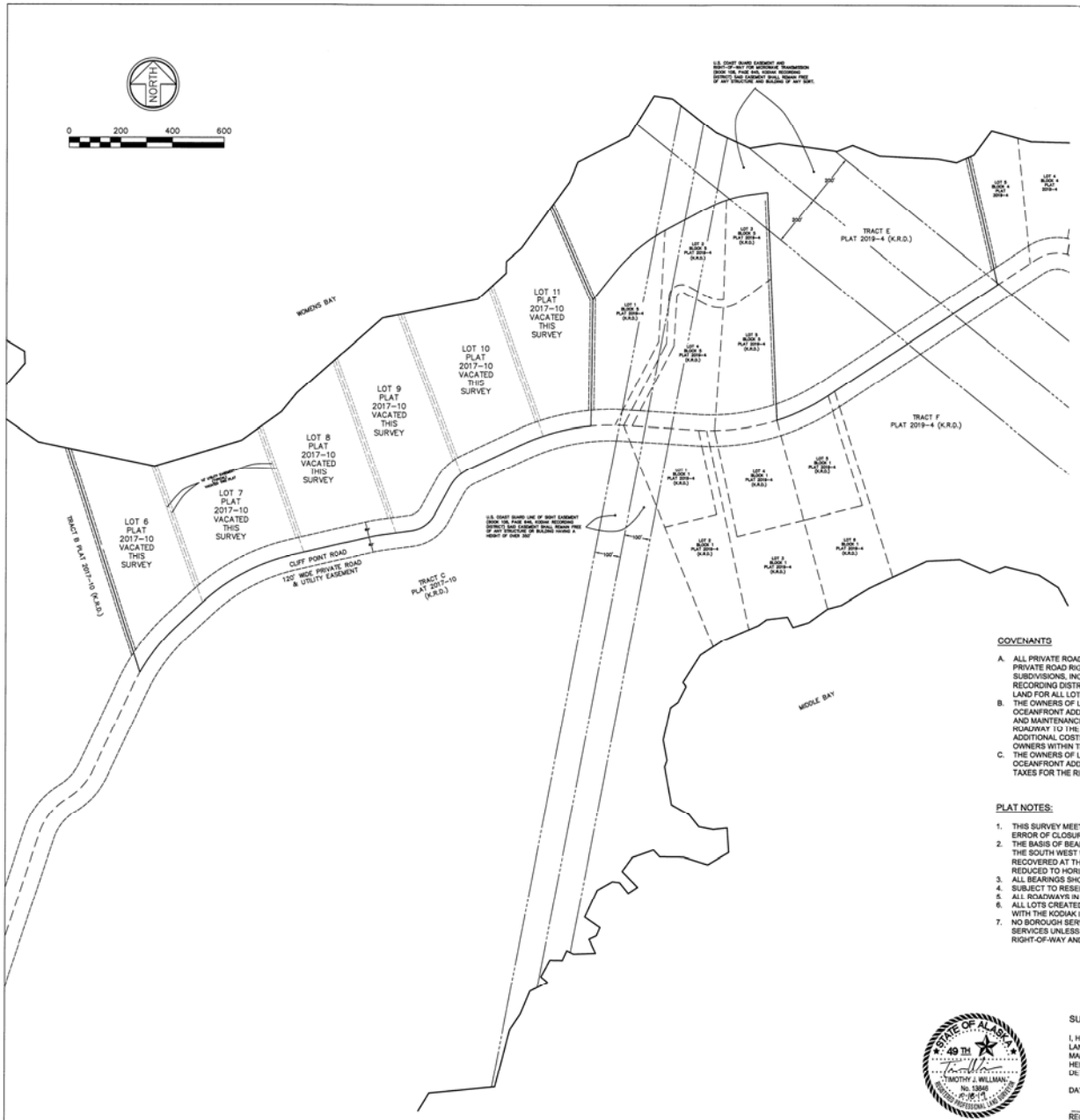
# CLIFF POINT ESTATES OCEANFRONT ADDITION No.3

A REPLAT OF LOTS 12 THROUGH 34 CLIFF POINT ESTATES ADDITION No. 2 (PLAT No. 2018-3 K.R.D.) VACATING ROAD AND UTILITY EASEMENTS (PLAT No. 2018-3 K.R.D.).

CREATING 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 LOCATED IN SECTION 25 AND SECTION 26, T28S R20W, SEWARD MERIDIAN, KODIAK RECORDING DISTRICT, KODIAK, ALASKA
CONTAINING 151.8 ACRES MORE OR LESS

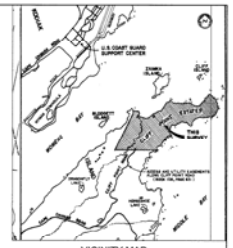
| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 3 OF 3 | | |
| DRAWN BY: | TJW | DATE: | 05/24/2019 |
| SCALE: | 1" = 100' | REF NO. | 180401228 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866




LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- ADJACENT LOT LINE
- VACATED LOT LINE
- EASEMENT LINE
- U.S. COAST GUARD EASEMENT LINE
- R-1 = RECORD MEASUREMENT PER PLAT 2017-10, KODIAK RECORDING DISTRICT, KODIAK, AK.
- o = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR SET THIS SURVEY.
- ● = 2" DIA. ALUMINUM CAP ON 5/8" DIA. REBAR RECOVERED THIS SURVEY.




VICINITY MAP
1"= 5280'

## PLAT APPROVAL

KODIAK ISLAND BOROUGH PLANNING AND ZONING COMMISSION:

RECEIVED 7/31/2019 APPROVED 10/22/2019

CHAIR Dave Townsend DATE 10/22/19

THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE

THIS 1 DAY OF , 20

BOROUGH MANAGER — DATE 10/31/19

BOROUGH CLERK — DATE 10/31/19

COMMUNITY DEVELOPMENT DIRECTOR — DATE 10/22/19

## TAX CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL. DATED AT KODIAK, ALASKA, THIS 15th DAY OF November 2019

KODIAK ISLAND BOROUGH CLERK

KODIAK ISLAND BOROUGH ALASKA ◆ 1963

## COVENANTS

A. ALL PRIVATE ROAD ACCESS EASEMENTS NOTED ON THIS PLAT CONVEY A PERPETUAL EASEMENT FOR PRIVATE ROAD RIGHT-OF-WAYS TO THE OWNERS OF ANY LOT WITHIN CLIFF POINT ESTATES SUBDIVISIONS, INCLUDING THIS PLAT, PLAT 2017-10 KODIAK RECORDING DISTRICT, PLAT 2019-4 KODIAK RECORDING DISTRICT, AND ANY FUTURE RE-SUBDIVISIONS. THE EASEMENTS WILL RUN WITH THE LAND FOR ALL LOTS WITHIN CLIFF POINT ESTATES SUBDIVISIONS.

B. THE OWNERS OF LOTS ONE (1) THROUGH SIXTEEN (16) AND TRACTS E-1, CLIFF POINT ESTATES OCEANFRONT ADD. 4 SUBDIVISION, ARE EACH RESPONSIBLE FOR A PORTION OF ALL CONSTRUCTION AND MAINTENANCE COST ASSOCIATED WITH THE PRIVATE ROAD IN ORDER TO MAINTAIN THE ROADWAY TO THE STANDARDS SPECIFIED IN KODIAK ISLAND BOROUGH CODE 16.80.030.E AND ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY A SIMPLE MAJORITY OF THE PROPERTY OWNERS WITHIN THE SUBDIVISION.

C. THE OWNERS OF LOTS ONE (1) THROUGH SIXTEEN (16) AND TRACTS E-1, CLIFF POINT ESTATES OCEANFRONT ADD. 4 SUBDIVISION ARE EACH RESPONSIBLE FOR A SHARE OF ALL REAL PROPERTY TAXES FOR THE RIGHT OF WAY AREA ESTABLISHED ON THIS PLAT.

## PLAT NOTES:

1. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR CLASS C SURVEYS AND DOES NOT EXCEED 1:5000 ERROR OF CLOSURE.
2. THE BASIS OF BEARING IS PLAT 2017-10 (K.R.D.) BASED ON A ALUMINUM CAP MONUMENT RECOVERED AT THE SOUTH WEST WITNESS CORNER OF LOT 6, PLAT 2017-10 TO A ALUMINUM CAP MONUMENT RECOVERED AT THE NORTH WEST WITNESS CORNER OF LOT 6, PLAT 2017-10. DISTANCES SHOWN ARE REDUCED TO HORIZONTAL DISTANCES (U.S. SURVEY FEET).
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTATED TO THE BASIS OF BEARING.
4. SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS, AND COVENANTS.
5. ALL ROADWAYS IN THIS SUBDIVISION ARE PRIVATE EASEMENTS AND NOT DEDICATED TO THE PUBLIC.
6. ALL LOTS CREATED WITHIN CLIFF POINT ESTATES OCEANFRONT ADD. 4 SUBDIVISION SHALL COMPLY WITH THE KODIAK ISLAND BOROUGH ZONING REGULATIONS.
7. NO BOROUGH SERVICE DISTRICT WILL BE FORMED TO PROVIDE ROAD MAINTENANCE AND RELATED SERVICES UNLESS THE PRIVATE ROAD AND UTILITY EASEMENTS ARE DEDICATED AS PUBLIC ROAD RIGHT-OF-WAY AND THE ROADS ARE CONSTRUCTED TO BOROUGH LOCAL ROADWAY STANDARDS.

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

Michael R. Martin — Oct 18 2019

FAMILY FIRST, LLC, REPRESENTATIVE — DATE

PRESIDENT Michael R. MARTIN

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF Alaska 3rd JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF October 2019 BY

FAMILY FIRST, LLC, REPRESENTATIVE

Michael R. Martin

PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 4, 2021

NOTARY PUBLIC IMELDA RODRIGUEZ STATE OF ALASKA My Commission Expires April 4, 2021

## OWNERSHIP AFFIDAVIT

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS, AND OTHER PUBLIC AREAS SHOWN HEREON.

10-18-2019

OCEANFRONT KODIAK, LLC, REPRESENTATIVE — DATE

James Gresham, Principal

PRINT NAME/ TITLE

## NOTARY ACKNOWLEDGMENT

STATE OF Alaska 3rd JUDICIAL DISTRICT

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF October 2019 BY

OCEANFRONT KODIAK, LLC, REPRESENTATIVE

James Gresham, Principal

PRINT NAME/ TITLE

NOTARY SIGNATURE

MY COMMISSION EXPIRES April 4, 2021

NOTARY PUBLIC IMELDA RODRIGUEZ STATE OF ALASKA My Commission Expires April 4, 2021

## SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

STATE OF ALASKA 49TH TIMOTHY J. WILLMAN No. 13846 REGISTERED PROFESSIONAL LAND SURVEYOR

DATE 10/18/2019 REGISTRATION NO. 13846

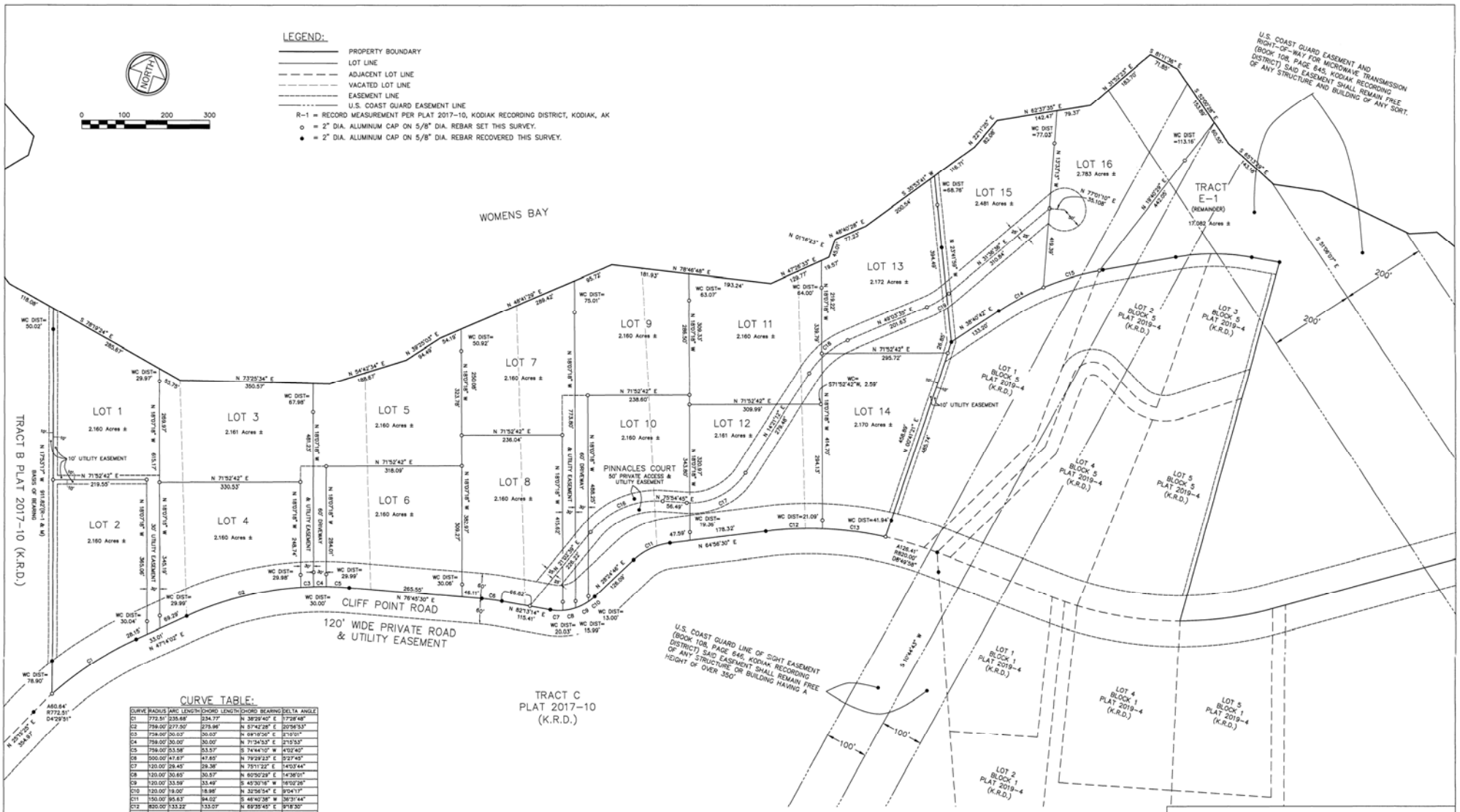
REGISTERED LAND SURVEYOR

Kodiak Recording District Plat 2019-9

A REPLAT OF LOTS 6 -11 CLIFF POINT ESTATES OCEANFRONT ADDITION No. 1 (PLAT No. 2017-10 K.R.D.), VACATING LOTS 6 - 11 & UTILITY EASEMENTS, AND SUBDIVIDING TRACT E OF CLIFF POINT OCEANFRONT ESTATES ADDITION No. 3 (PLAT No. 2019-4 K.R.D.)

CREATING LOTS 1-16 & TRACT E-1, CLIFF POINT ESTATES OCEANFRONT ADDITION No.4 KODIAK RECORDING DISTRICT, KODIAK, ALASKA CONTAINING 30.25 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 1 OF 2 | | |
| DRAWN BY: | TJW | DATE: | 10/17/2019 |
| SCALE: | 1" = 200' | REF NO. | 190330615 |
| WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866 | | | |




CURVE TABLE:

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 772.51' | 235.68' | 234.77' | N 38°29'40" E | 17°28'48" |
| C2 | 759.00' | 277.50' | 275.96' | N 57°42'28" E | 20°56'53" |
| C3 | 759.00' | 30.03' | 30.03' | N 69°18'06" E | 2°16'01" |
| C4 | 759.00' | 30.00' | 30.00' | N 71°34'53" E | 2°15'53" |
| C5 | 759.00' | 53.58' | 53.57' | S 74°44'10" W | 4°02'40" |
| C6 | 300.00' | 47.67' | 47.65' | N 79°29'23" E | 9°27'45" |
| C7 | 120.00' | 29.45' | 29.38' | N 75°11'22" E | 14°03'44" |
| C8 | 120.00' | 30.65' | 30.57' | N 60°50'29" E | 14°38'01" |
| C9 | 120.00' | 33.59' | 33.49' | S 45°30'16" W | 16°02'26" |
| C10 | 120.00' | 19.00' | 18.98' | N 32°56'54" E | 9°04'17" |
| C11 | 150.00' | 95.63' | 94.02' | S 46°40'38" W | 36°31'44" |
| C12 | 820.00' | 133.22' | 133.07' | N 69°35'45" E | 9°18'30" |
| C13 | 820.00' | 149.28' | 149.05' | N 79°27'53" E | 10°25'45" |
| C14 | 650.00' | 118.97' | 118.81' | N 43°55'19" E | 10°29'14" |
| C15 | 650.00' | 137.41' | 137.15' | S 55°13'18" W | 12°06'44" |
| C16 | 200.00' | 191.53' | 184.29' | N 48°28'42" E | 54°52'08" |
| C17 | 150.00' | 161.16' | 153.52' | N 45°07'58" E | 61°33'34" |
| C18 | 200.00' | 121.15' | 119.30' | N 31°42'23" E | 34°42'23" |
| C19 | 200.00' | 80.91' | 80.66' | N 40°20'05" E | 17°26'59" |

2019-9
Plat # Kodiak Rec Dist
11/12/2019 Date
Time 1:26 PM

A REPLAT OF LOTS 6 -11 CLIFF POINT ESTATES OCEANFRONT ADDITION No. 1 (PLAT No. 2017-10 K.R.D.), VACATING LOTS 6 - 11 & UTILITY EASEMENTS, AND SUBDIVIDING TRACT E OF CLIFF POINT OCEANFRONT ESTATES ADDITION No. 3 (PLAT No. 2019-4 K.R.D.)

CREATING LOTS 1-16 & TRACT E-1, CLIFF POINT ESTATES OCEANFRONT ADDITION No.4 KODIAK RECORDING DISTRICT, KODIAK, ALASKA CONTAINING 30.25 ACRES MORE OR LESS

| | | | |
|---|---|---|---|
| PREPARED FOR: | | OCEANFRONT KODIAK LLC 2705 MILL BAY ROAD, KODIAK, AK | |
| SHEET: | 2 OF 2 | | |
| DRAWN BY: | TJW | DATE: | 10/17/2019 |
| SCALE: | 1" = 100' | REF NO. | 190330615 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4866

A L A S K A

**2025-000414-0**

Recording Dist: 303 - Kodiak
5/12/2025 11:35 AM Pages: 1 of 3

## COVER SHEET

## DRIVEWAY ACCESS & UTILTIY EASEMENT

**Grantor(s):** MICHAEL MARTIN SR, whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

**Owner:** Lot EIGHT (8), Cliff Point Estates Subdivision Addition No. FOUR (4) according to Plat Number 2019-9, records of the Kodiak Recording District, Third Judicial District, State of Alaska.

**Grantee(s):** CLIFF POINT ESTATES HOMEOWNERS ASSOCIATION whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

*After recording. please return to:*

Cliff Point Estates Homeowners association

2645 Mill Bay Rd.,

Kodiak, AK 9961



eRecorded Document

## DRIVEWAY ACCESS & UTILITY EASEMENT

**Grantor(s):** MICHAEL MARTIN SR, whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

For and in consideration of the sum of ten dollars ($10.00), lawful money of the United States, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, CONVEY and WARRANT to:

The Grantee(s): CLIFF POINT ESTATES HOMEOWNERS ASSOCIATION whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

Driveway and utility easement

An easement to accommodate the construction of a driveway within the following described property for ingress and egress and utilities (No parking, no storage, no gates or other impediments).

The point of beginning (P.O.B.) is the north east corner of lot 8 of Cliff Point Estates Oceanfront Addition No 4, plat 2019-9. Thence south 18°07'18" east a distance of 154.55 feet to the true point of beginning (TPOB), thence south 12°29'13" west a distance of 213.65 feet to a point, thence north 82°13'14" east a distance of 31.98 feet to a point, thence north 12°29'13" east a distance of 58.92 feet to the TPOB. Containing 5,483 square feet more or less. See exhibit reference No. 250070314.

This is a perpetual easement that runs with the land.

**DATED:** May 7th, 2025

**Grantor(s):** Michael Martin SR.

Michael R Martin Sr.

STATE OF: Arizona

Maricopa County JUDICIAL DISTRICT ss.

On this 7 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Martin SR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose

name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Michelle J Hannan

Notary Public in and for the State of Arizona

My Commission Expires: June 20, 2025



A L A S K A

**2025-000415-0**

Recording Dist: 303 - Kodiak
5/12/2025 11:35 AM Pages: 1 of 4

## COVER SHEET

## TEMPORARY ACCESS EASEMENT

**Grantor(s):** OCEANFRONT KODIAK LLC whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

**Owner:** TRACT "C", Cliff Point Estates Subdivision Addition No. ONE (1) according to Plat Number 2017-10, records of the Kodiak Recording District, Third Judicial District, State of Alaska.

**Grantee(s):** CLIFF POINT ESTATES HOMEOWNERS ASSOCIATION whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

*After recording, please return to:*

Cliff Point Estates Homeowners association

2645 Mill Bay Rd.,

Kodiak, AK 99615



eRecorded Document

# TEMPORARY ACCESS EASEMENT

The Grantor(s): OCEANFRONT KODIAK, LLC whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

For and in consideration of the sum of ten dollars ($10.00), lawful money of the United States, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, CONVEY and WARRANT to:

The Grantee(s): CLIFF POINT ESTATES HOMEOWNERS ASSOCIATION whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

Temporary Access easement

A temporary access easement through Tract C of Cliff Point Estates Ocean Front Addition No. 1 (plat 2017-10) to access the beach along the shores of Middle Bay. The easement is 10 feet in width and 5 feet on both sides of the following described centerline;

The point of beginning (POB) is the South West most corner of lot 10 of Cliff Point Estates Oceanfront Addition No. 3 per plat 2019-9, thence S 72°47'02" E a distance of 62.56 feet to the true point of beginning (TPOB), thence S 74°06'36" E a distance of 114.20 feet to a point, thence S 46°02'18" E a distance of 52.28 feet to a point, thence S 79°28'37" E a distance of 147.48 feet to a point, thence N 66°01'08" E a distance of 100.76' to a point, thence N 83°37'44" E a distance of 172.40' to a point, thence S 80°32'13" E a distance of 179.21 feet to a point, thence S 56°19'37" E a distance of 84.70 feet to a point, thence S 41°56'08" E a distance of 125.58' to a point, thence S 12°32'41" a distance of 150.52 feet to the intersection of a 5 foot wide access easement which bears N 12°20'16" E a distance of 97.91 feet to the east boundary of tract C , thence S 12°32;41" E a distance of 71.84 feet to a point, thence S 28°01'57" a distance of 96.34 to the record meander line of plat 2017-10, containing 13,396 square feet more or less.

The location of said easement is subject to change in the future.

*See attached Exhibit

**DATED:** 5/12/2025

**Grantor(s):**

Ocean Front Kodiak, LLC

Michael R Martin Jr

By: Michael Martin Jr.

STATE OF: Alaska

3rd JUDICIAL DISTRICT ss.

On this 12 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Martin Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

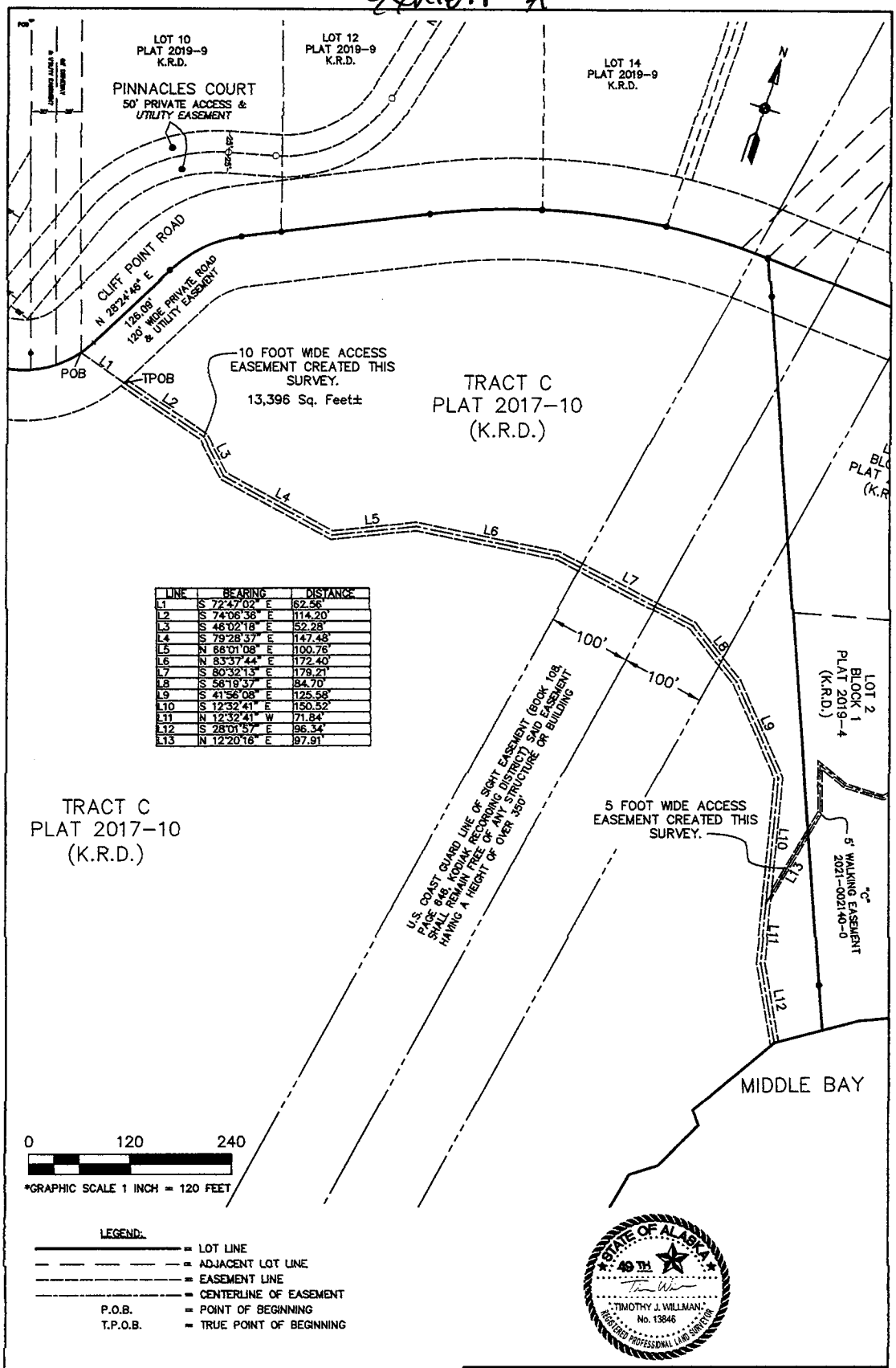
Witness my hand and official seal

OFFICIAL SEAL
Devin Hurley
Notary Public - State of Alaska

Notary Public in and for the State of Alaska

My Commission Expires: 2/23/26

Exhibit A




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 72°47'02" E | 62.56' |
| L2 | S 74°06'36" E | 114.20' |
| L3 | S 46°02'18" E | 52.28' |
| L4 | S 79°28'37" E | 147.48' |
| L5 | N 68°01'08" E | 100.76' |
| L6 | N 83°37'44" E | 172.40' |
| L7 | S 80°32'13" E | 179.21' |
| L8 | S 56°19'37" E | 84.70' |
| L9 | S 41°56'08" E | 125.58' |
| L10 | S 12°32'41" E | 150.52' |
| L11 | N 12°32'41" W | 71.84' |
| L12 | S 28°01'57" E | 96.34' |
| L13 | N 12°20'16" E | 97.91' |

0 120 240

*GRAPHIC SCALE 1 INCH = 120 FEET

LEGEND:

= LOT LINE
= ADJACENT LOT LINE
= EASEMENT LINE
= CENTERLINE OF EASEMENT
P.O.B. = POINT OF BEGINNING
T.P.O.B. = TRUE POINT OF BEGINNING

STATE OF ALASKA
49TH
TIMOTHY J. WILLMAN
No. 13846
REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEY NOTES:

1. THIS INSTRUMENT REPRESENTS A VISUAL AID TO THE DESCRIBED DRIVEWAY AND UTILITY EASEMENT.
2. THIS INSTRUMENT DOES NOT CONSTITUTE A SUBDIVISION.
3. THE BASIS OF BEARINGS IS PLAT 2017-10, KODIAK RECORDING DISTRICT.
4. THIS EXHIBIT WAS PREPARED FOR 8 1/2" X 14" LEGAL SIZE PRINT.

EXHIBIT: TEMPORARY ACCESS EASEMENT WITHIN TRACT C CLIFF POINT ESTATES OCEANFRONT ADDITION No.1, PLAT 2017-10, KODIAK RECORDING DISTRICT, KODIAK, AK

| | | | |
|---|---|---|---|
| PREPARED FOR: | Ocean Front Kodiak, LLC<br>2645 Mill Bay Rd., KODIAK, AK 99615 | | |
| DRAWN BY: | TW | DATE: | 05/09/2025 |
| SCALE: | 1"=120' | REF NO. | 250260509 |

WILLMAN LAND SURVEYING P.O. BOX 8545 KODIAK, AK 99615 907.942.4885



303-2025-000415-0

eRecorded Document

A L A S K A

**2025-000416-0**

Recording Dist: 303 - Kodiak
5/12/2025 11:35 AM Pages: 1 of 4



## COVER SHEET

## DRIVEWAY ACCESS & UTILTIY EASEMENT

**Grantor(s):** OCEANFRONT KODIAK, LLC whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

**Owner:** Lot TWO (2) Block THREE (3), Cliff Point Estates Subdivision Addition No. THREE (3) according to Plat Number 2019-5, records of the Kodiak Recording District, Third Judicial District, State of Alaska.

**Owner:** Lot THREE (3) Block THREE (3), Cliff Point Estates Subdivision Addition No. THREE (3) according to Plat Number 2019-5, records of the Kodiak Recording District, Third Judicial District, State of Alaska.

**Grantee(s):** OCEANFRONT KODIAK, LLC whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

**Owner:** Lot THREE (3) Block THREE (3), Cliff Point Estates Subdivision Addition No. THREE (3) according to Plat Number 2019-5, records of the Kodiak Recording District, Third Judicial District, State of Alaska.

**Owner:** Lot FOUR-A (4A) Block THREE (3), Cliff Point Estates Subdivision Addition No. THREE (3) according to Plat Number 2022-8, records of the Kodiak Recording District, Third Judicial District, State of Alaska.

*After recording, please return to:*

Cliff Point Estates Homeowners association

2645 Mill Bay Rd.,

Kodiak, AK 99615



eRecorded Document

## PRIVATE ACCESS & UTILITY EASEMENT

The Grantor(s): OCEANFRONT KODIAK, LLC whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

For and in consideration of the sum of ten dollars ($10.00), lawful money of the United States, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, CONVEY and WARRANT to:

The Grantee(s): OCEANFRONT KODIAK, LLC whose address is: 2645 Mill Bay Rd., Kodiak, AK 99615

Driveway and utility easement

An easement to accommodate the construction of a driveway within the following described property for ingress and egress and utilities (No parking, no storage, no gates or other impediments). The point of beginning (P.O.B.) is the north west corner of lot 2 block 3 Cliff Point Estates Oceanfront Subdivision Addition No. 3 Plat No. 2019-5 Kodiak recording District, Kodiak Alaska, also the south west corner of lot 3 block 3 of the same subdivision, thence south 49°50'09" east along a line common to lot 1 and lot 2 of block 3 a distance of 100.00 feet to the edge of Cliff Point Road easement which is the true point of beginning (T.P.O.B.), thence south 49°50'09" east a distance of 7.87 feet to a point, thence north 80°26'40" east a distance of 61.25 feet to a point, thence north 50°58'55" east a distance of 53.08 feet to a point, thence north 36°09'19" east a distance of 130.82 feet to a point, thence north 06°17'09" west a distance of 56.49 feet to a line common with lot 3 block 3 and lot 4A block 3, thence along said line south 61°58'19" west, a distance of 32.30 feet to point, thence south 06°17'09" east a distance of 32.88 feet to a point, thence south 36°09'19" west a distance of 115.26 feet to a point, thence south 50°58'55" west a distance of 41.29 feet, thence south 80°26'40" a distance of 37.87 feet to the edge of Cliff Point Road Easement, thence along an arc of said easement having a radius of 100 feet and a delta angle of 18°11'19" curving right an arc distance of 31.75 to the point of beginning (P.O.B.) containing 8,030 square feet more or less. See exhibit reference No. 230010118.

This easement is for the benefit of Lot three (3) of Block 3 and Lot Four-A (4A) Block 3 of the Cliff Point Estates Oceanfront Subdivision Add. No. 3 per plats 2019-5 and 2022-8. This is a perpetual easement that runs with the land.

Maintenance and Indemnification: The owners of Lot three (3) of Block 3 and Lot four-A (4A) Block 3 of the Cliff Point Estates Oceanfront Subdivision Add. No. 3 per plats 2019-5 and 2022-8 assume all maintenance responsibilities for the use of the easement for access and utilities and agree to indemnify, and hold harmless the owners of Lot three (3) of Block three (3) and Lot two (2) Block three (3) of the Cliff Point Estates Oceanfront Subdivision

Add. No. 3 per plat 2019-5, from and against any and all loss, damage, and liability arising out of, or resulting from, the use of this easement for access to lot(s) three (3) and lot four-A (4A) of block 3, Cliff Point Estates Oceanfront Subdivision Addition No. three (3), according to Plat(s) Number 2019-5 and 2022-8.

**DATED:** 5/12/2025

**Grantor(s):**

Ocean Front Kodiak, LLC

By: Michael Martin Jr.

STATE OF: Alaska

3rd JUDICIAL DISTRICT ss.

On this 12th day of April, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Martin Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

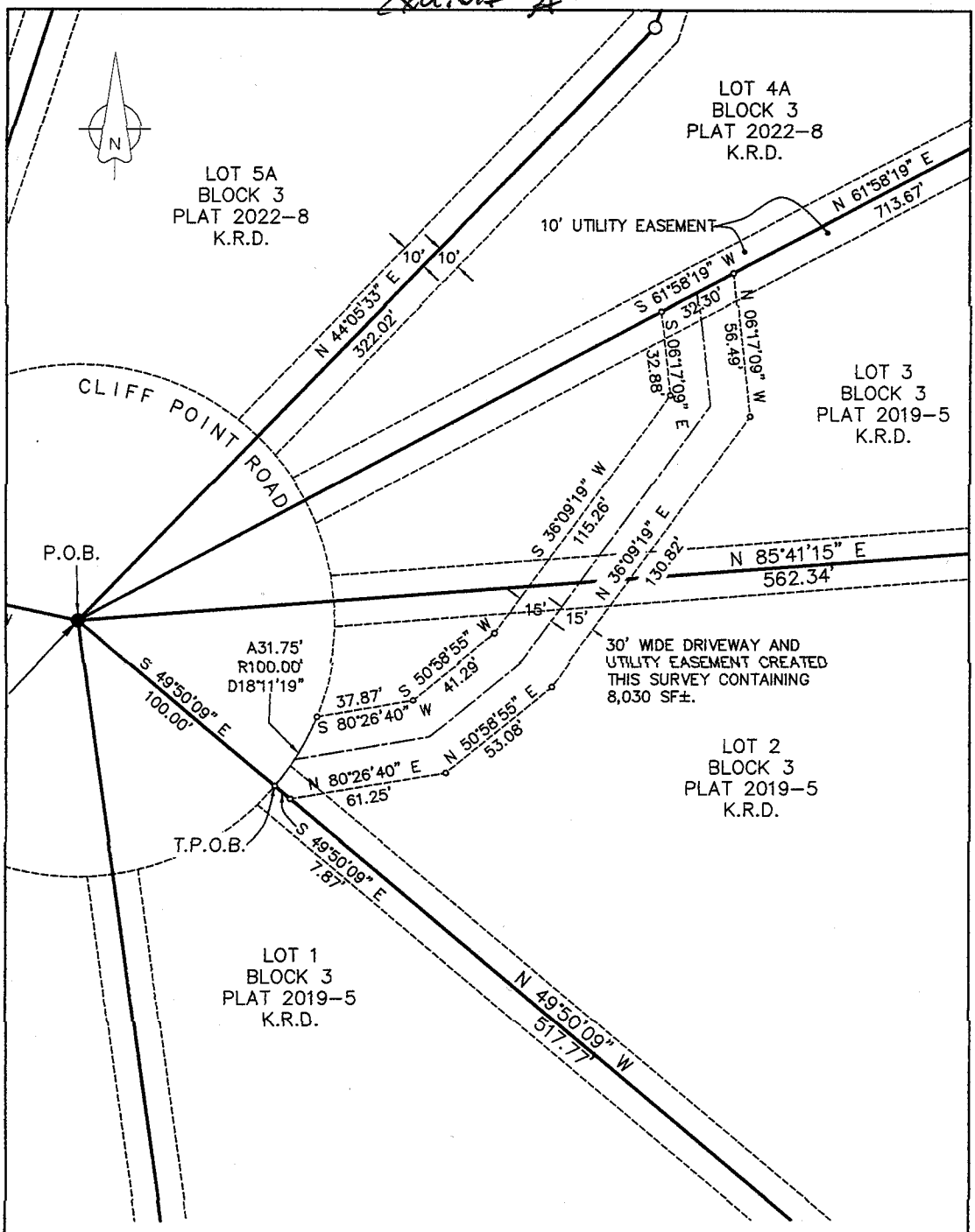
Witness my hand and official seal

OFFICIAL SEAL
Devin Hurley
Notary Public - State of Alaska

Notary Public in and for the State of Alaska

My Commission Expires: 2/23/26

Exhibit A




LEGEND:

| | |
|---|---|
| ——— | = LOT LINE |
| - - - - - - - | = EASEMENT LINE |
| ——— ——— | = CENTERLINE OF EASEMENT |
| P.O.B. | = POINT OF BEGINNING |
| T.P.O.B. | = TRUE POINT OF BEGINNING |

STATE OF ALASKA
49TH
TIMOTHY J. WILLMAN
No. 13846
REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEY NOTES:

1. THIS INSTRUMENT REPRESENTS A VISUAL AID TO THE DESCRIBED DRIVEWAY, UTILITY, AND WALKING EASEMENTS.
2. THIS INSTRUMENT DOES NOT CONSTITUTE A SUBDIVISION.
3. THE BASIS OF BEARINGS IS PLAT 2019–5, KODIAK RECORDING DISTRICT.
4. THIS EXHIBIT WAS PREPARED FOR 8 ½" X 14" LEGAL SIZE PRINT.

*EXHIBIT: DRIVEWAY & UTILITY EASEMENT*
*Lot 2, 3, & 4A Block 3 Cliff Point Estates Oceanfront Subdivision Addition No. 3 Plat No. 2019-5 & 2022-8, Kodiak Recording District, Kodiak, AK*

| | | | |
|---|---|---|---|
| PREPARED FOR: | OCEANFRONT KODIAK, LLC 2705 Mill Bay Rd. KODIAK, AK 99615 | | |
| DRAWN BY: | TW | DATE: | 01/18/2023 |
| SCALE: | 1"=50' | REF NO. | 230010118 |

**WILLMAN LAND SURVEYING** P.O. BOX 8545 KODIAK, AK 99615 907.942.4866



303-2025-000416-0

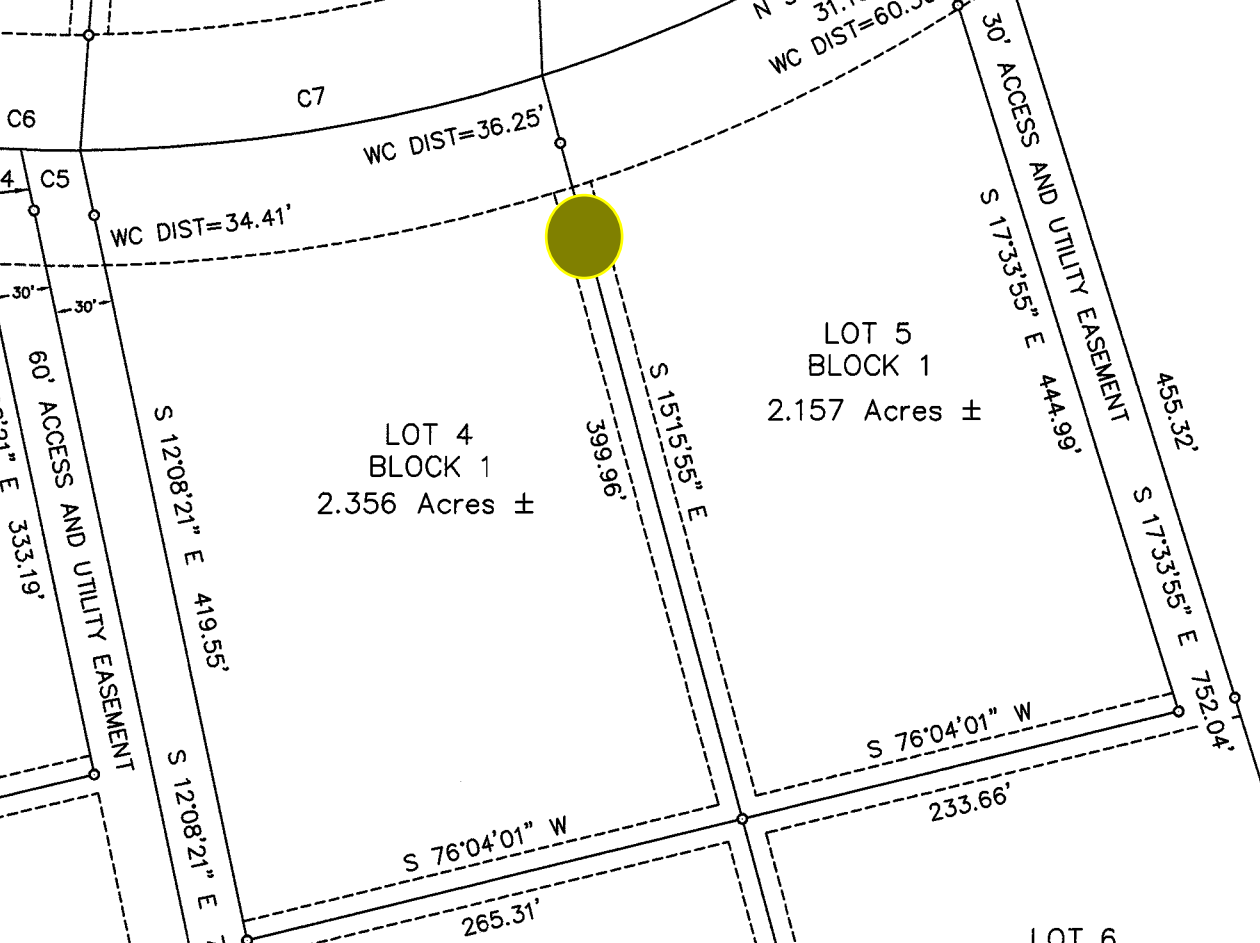
eRecorded Document

**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 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.




C6
C7
C5
WC DIST=36.25'
WC DIST=34.41'
WC DIST=60.
30'
30'
60' ACCESS AND UTILITY EASEMENT
S 12°08'21" E 419.55'
S 12°08'21" E
333.19'
LOT 4
BLOCK 1
2.356 Acres ±
399.96'
S 15°15'55" E
LOT 5
BLOCK 1
2.157 Acres ±
S 17°33'55" E 444.99'
30' ACCESS AND UTILITY EASEMENT
455.32'
S 17°33'55" E 752.04'
S 76°04'01" W
233.66'
S 76°04'01" W
265.31'

**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 spreadsheet.*

# Cliff Point
## HOA Budget

prepared: March 2025
By: Angela McFarland

Signed: Dated:

| | No. of Properties | | | No. of Properties | | | No. of Properties | | | No. of Properties | | | No. of Properties | | | No. of Properties | | | May need to raise the rate | | | No. of Properties | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 58 | | | 58 | | | 58 | | | 56 | | | 58 | | | 58 | | | 52 | | | 69 | | | *if we subdivide P3 |
| | Projected 2020 Budget | Actual YTD | 2020 Per Property | Projected 2021 Budget | 2025 actual YTD | 2021 Per Property | Projected 2022 Budget | Actual YTD | 2022 Per Property | Projected 2023 Budget | Actual YTD | 2023 Per Property | Projected 2024 Budget | Actual YTD | 2024 Per Property | Projected 2025 Budget | Actual YTD | 2025 Per Property | Projected 2026 Budget | Actual YTD | 2026 Per Property | Projected 2027 Budget | Actual YTD | 2027 Per Property | |
| **Income** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Assessments | $ 69,600.00 | | | $ 69,600.00 | | | $ 69,600.00 | | | $ 67,200.00 | | | $ 69,600.00 | | | $ 69,600.00 | | | $ 62,400.00 | | | $ 82,800.00 | | | |
| Violation fines | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interest Income | | | | | | | | | | | | | | | | | | | | | | | | | |
| Community Lot 1 Income | | | | | | | | | | | | | | | | | | | | | | | | | |
| Community Lot 7 Income | | | | | | | | | | | | | | | | | | | | | | | | | |
| Misc. Income | | | | | | | | | | | | | | | | | | | | | | | | | |
| Carryover from Previous Year (loss) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Income | $ 69,600.00 | | $ 1,200.00 | $ 69,600.00 | | $ 1,200.00 | $ 69,600.00 | | $ 1,200.00 | $ 67,200.00 | | $ 1,158.62 | $ 69,600.00 | | $ 1,200.00 | $ 69,600.00 | | $ 1,200.00 | $ 62,400.00 | | $ 1,200.00 | $ 82,800.00 | | $ 1,592.31 | |
| **Expense** | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Repair and Maintenance Expense** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Snow removal / Sanding | $ 22,940.00 | | | $ 22,940.00 | | | $ 20,000.00 | | | $ 20,000.00 | | | $ 20,000.00 | | | $ 20,000.00 | | | $ 20,000.00 | | | $ 20,000.00 | | | |
| Road Grading | $ 7,200.00 | | | $ 7,200.00 | | | $ 7,200.00 | | | $ 7,200.00 | | | $ 7,200.00 | | | $ 7,200.00 | | | $ 7,200.00 | | | $ 7,200.00 | | | |
| Ditching and culvert maintenance | $ 5,600.00 | | | $ 5,600.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | |
| Total, Repair and Maint. Expense | $ 35,740.00 | | $ 616.21 | $ 35,740.00 | | $ 616.21 | $ 32,200.00 | | $ 555.17 | $ 32,200.00 | | $ 555.17 | $ 32,200.00 | | $ 555.17 | $ 32,200.00 | | $ 555.17 | $ 32,200.00 | | $ 619.23 | $ 32,200.00 | | $ 619.23 | |
| **Administrative Expense** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Management Fees | $ 9,000.00 | | | $ 9,000.00 | | | $ 12,000.00 | | | $ 12,000.00 | | | $ 12,000.00 | | | $ 12,000.00 | | | $ 12,000.00 | | | $ 12,000.00 | | | |
| Watchman | $ 2,400.00 | | | $ 2,400.00 | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | |
| Legal Fees | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | |
| Accounting | $ 5,000.00 | | | $ 4,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | |
| Bank Charges | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | |
| Postage | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | |
| Taxes | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | |
| Bad Debts | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | |
| Misc Admin Expense | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | |
| Total, Administrative Expense | $ 21,400.00 | | $ 368.97 | $ 20,400.00 | | $ 351.72 | $ 22,000.00 | | $ 379.31 | $ 22,000.00 | | $ 379.31 | $ 22,000.00 | | $ 379.31 | $ 22,000.00 | | $ 379.31 | $ 22,000.00 | | $ 423.08 | $ 22,000.00 | | $ 423.08 | |
| **Community Lot Expenses** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lot 7, Grounds Maintenance/Repair | | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | |
| Utilities | $ - | | | $ 900.00 | | | $ - | | | $ - | | | $ - | | | $ - | | | $ 900.00 | | | $ 900.00 | | | |
| Lot 1A, Maintenance/Storage Area | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grounds Maintenance/Repair | | | | $ 1,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 2,000.00 | | | $ 1,000.00 | | | $ 1,000.00 | | | |
| Utilities | $ - | | | $ 900.00 | | | $ - | | | $ - | | | $ - | | | $ - | | | $ 900.00 | | | $ 900.00 | | | |
| Gate House | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maintenance | | | | $ 3,800.00 | | | $ 1,000.00 | | | $ 1,000.00 | | | $ 1,000.00 | | | $ 1,000.00 | | | $ 3,800.00 | | | $ 3,800.00 | | | |
| Utilities | | | | $ 3,000.00 | | | $ 3,000.00 | | | $ 3,000.00 | | | $ 3,000.00 | | | $ 3,000.00 | | | $ 3,000.00 | | | $ 3,000.00 | | | |
| Mother Tree Maintenance | $ 750.00 | | | $ 750.00 | | | $ - | | | $ - | | | $ - | | | $ - | | | $ 750.00 | | | $ 750.00 | | | |
| Misc Maintanance and Repair | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | $ - | | | |
| Taxes on Community Properties | $ 3,300.00 | | | $ 3,300.00 | | | $ 4,500.00 | | | $ 4,500.00 | | | $ 4,500.00 | | | $ 4,500.00 | | | $ 5,000.00 | | | $ 5,000.00 | | | |
| Total, Community Lot Expense | $ 4,050.00 | | $ 69.83 | $ 15,650.00 | | $ 269.83 | $ 12,500.00 | | $ 215.52 | $ 12,500.00 | | $ 215.52 | $ 12,500.00 | | $ 215.52 | $ 12,500.00 | | $ 215.52 | $ 17,350.00 | | $ 333.65 | $ 17,350.00 | | $ 333.65 | |
| **Insurance Expense** | $ 2,500.00 | | $ 43.10 | $ 2,500.00 | | $ 43.10 | $ 3,500.00 | | $ 60.34 | $ 3,500.00 | | $ 60.34 | $ 3,500.00 | | $ 60.34 | $ 3,500.00 | | $ 60.34 | $ 4,000.00 | | $ 76.92 | $ 4,000.00 | | $ 76.92 | |
| **Garbage Collection Expense** | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ 3,000.00 | | $ 57.69 | $ 3,000.00 | | $ 57.69 | |
| Total Expenses | $ 61,190.00 | | $ 1,055.00 | $ 71,790.00 | | $ 1,237.76 | $ 66,700.00 | | $ 1,150.00 | $ 66,700.00 | | $ 1,150.00 | $ 66,700.00 | | $ 1,150.00 | $ 66,700.00 | | $ 1,150.00 | $ 71,550.00 | | $ 1,375.96 | $ 71,550.00 | | $ 1,375.96 | |
| Reserve Fund | $ 8,410.00 | | | $ (2,190.00) | | | $ 2,900.00 | | | $ 500.00 | | | $ 2,900.00 | | | $ 2,900.00 | | | $ (9,150.00) | | | $ 11,250.00 | | | |

**10. Description of Lien.**

*None available*.

**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 available.*

**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 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.

**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 available.*

## 15. Declarant's 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.

Oceanfront Kodiak LLC

_____
By: Michael Martin, Jr.
Its: Manager

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Michael Martin, Jr., manager of Oceanfront Kodiak, LLC, an Alaska limited liability company, on behalf of the limited liability company.

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

_____
Notary Public for Alaska
My Commission Expires: _
_____
_____
_____

**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.**

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

*See attached Statement.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Parker Smith & Feek Insurance LLC
10400 NE 4th St
Suite 900
Bellevue WA 98004-5174

License#: PC-1719201
FANDRIN-01

**CONTACT NAME:** EmergingDesk
**PHONE (A/C, No, Ext):** 425-709-3600 **FAX (A/C, No):**
**E-MAIL ADDRESS:** EmergingDesk@psfinc.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | 35378 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
F and R, Inc.
P.O. Box 1275
Kodiak AK 99615

**COVERAGES** **CERTIFICATE NUMBER:** 1275764941 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY** | | | 3AA825907 | 9/20/2024 | 9/20/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ Excluded |
| | OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | **UMBRELLA LIAB** [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED [ ] RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Exhibit of Insurance.

**CERTIFICATE HOLDER**

Cliff Point Homeowner Association
2625 Mill Bay Road
Kodiak, AK 99615

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Brett Messner

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

**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.**

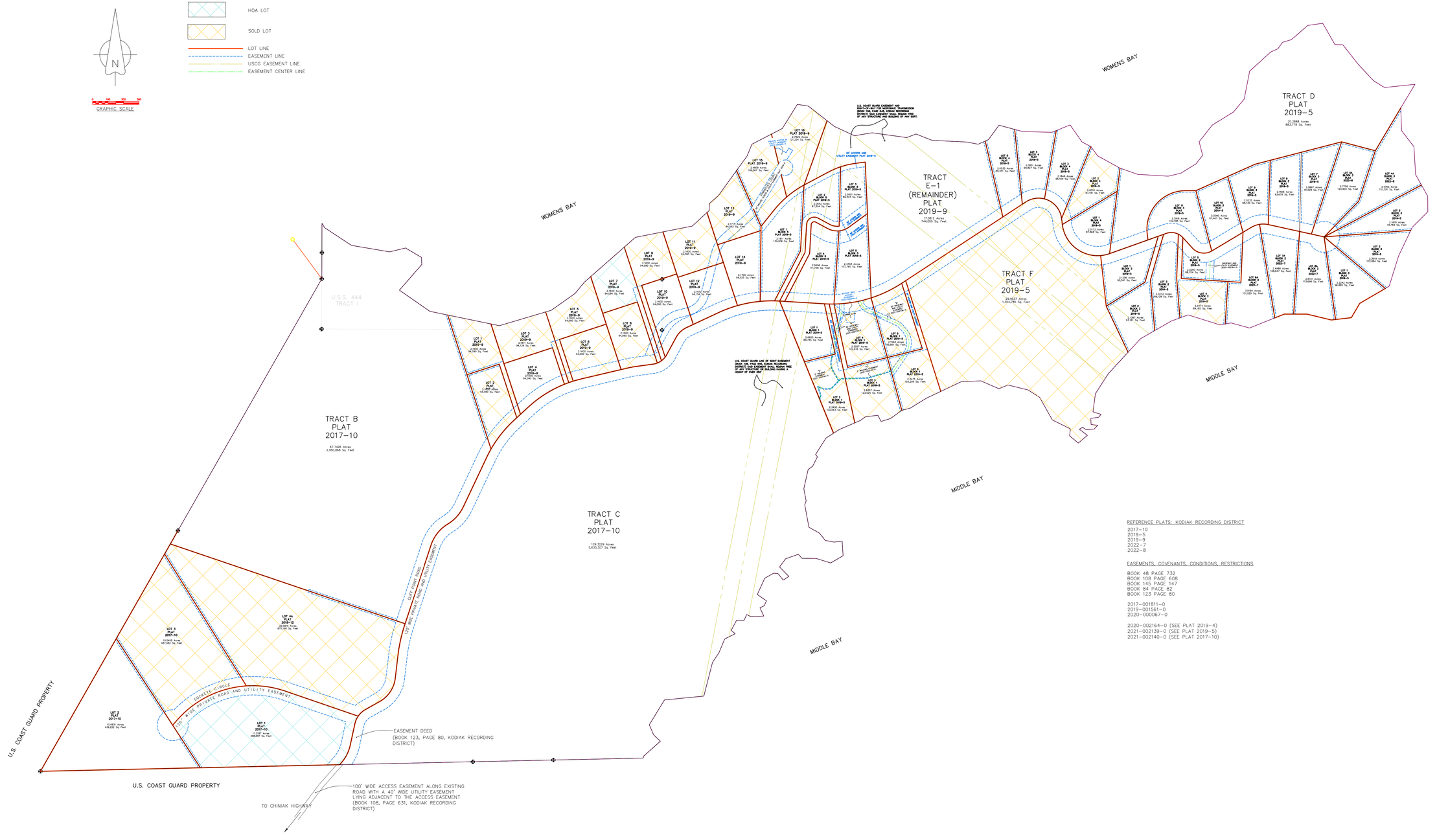
Property Zone is RR2.

**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 Plan.*




REFERENCE PLATS: KODIAK RECORDING DISTRICT

2017-10
2019-5
2019-9
2022-7
2022-8

EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS

BOOK 48 PAGE 732
BOOK 108 PAGE 608
BOOK 145 PAGE 147
BOOK 84 PAGE 82
BOOK 123 PAGE 80

2017-001811-0
2019-001561-0
2020-000067-0

2020-002164-0 (SEE PLAT 2019-4)
2021-002139-0 (SEE PLAT 2019-5)
2021-002140-0 (SEE PLAT 2017-10)

PREPARED FOR
OCEANFRONT KODIAK, LLC

# CLIFF POINT ESTATES OCEANFRONT

STATUS MAP 09/23/2024

PROJECT NO: 240240624
PREPARED BY: WILLMAN LAND SURVEYING

| REVISIONS | | | |
|---|---|---|---|
| REV | DATE | DESCRIPTION | BY |
| | | | |

DATE: 2024 09 23
SHEET: V01

**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;

Each Lot must be a minimum of 2 acres. The maximum number of units allowed within the Association is 180.

(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 are restricted to 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
  - The area called White Sands
- 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
  - The area called Emerald Bay

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.