




PLANNING COMMISSION STAFF REPORT
ALTERNATIVE RESIDENTIAL
SUBDIVISION PLAN: ARF2023 0002
HEARING DATE: FEBRUARY 27, 2024

(907) 586-0715
 CDD_Admin@juneau.gov
 www.juneau.org/community-development
 155 Heritage Way • Juneau, AK 99801

DATE: February 20, 2024
TO: Mandy Cole, Chair, Planning Commission
BY: Irene Gallion, Senior Planner 
THROUGH: Jill Lawhorne, Director, AICP

PROPOSAL: Alternative Residential Subdivision Modification to increase surface parking and modify open space.

STAFF RECOMMENDATION: Approval with conditions.

KEY CONSIDERATIONS FOR REVIEW:

- The Commission must approve plan changes unless authority is passed on to the Director in a condition.
- Garage parking is eliminated in Buildings B, C and D to provide 3-bedroom units, in addition to the 1- and 2-bedroom units previously proposed.
 - Surface parking is increased to account for the garage spaces lost.
 - The number of units remains the same.
- Building B is moved north for more favorable soil conditions.
- Proposal maintains minimum open space required for the density bonus.

GENERAL INFORMATION	
Property Owner	Glacier Heights LLC
Applicant	Glacier Heights LLC
Property Address	7400 Glacier Highway
Legal Description	USS 1568 TR B1
Parcel Number	5B1401010010
Zoning	D18
Lot Size	858,568 square feet, 19.71 acres
Water/Sewer	CBJ
Access	Old Glacier Highway
Existing Land Use	Residential
Associated Applications	BLD20230376: First structure of 24 units ARF2023 0001: Plan modification ARF2022 0001: Original plan approval SMP2021 0001: Preliminary plat approval

ALTERNATIVE ACTIONS:

1. **Amend:** amend the approval to require conditions.
2. **Deny:** deny the permit and adopt new findings for items 1-3 below that support the denial.
3. **Continue:** to a future meeting date if determined that additional information or analysis is needed to make a decision, or if additional testimony is warranted.

ASSEMBLY ACTION REQUIRED:

Assembly action is not required for this permit.

STANDARD OF REVIEW:

- Quasi-judicial decision
- Requires five (5) affirmative votes for approval
- Code Provisions:
 - CBJ 49.15.900
 - CBJ 49.15.920
 - CBJ 49.15.950
 - CBJ 49.80

The Commission shall hear and decide the case per CBJ 49.15.900 - Purpose. *The general purpose of this article is to provide reasonable minimum standards and procedures for unit-lot residential communities in which all or some of the lots do not substantially conform to the minimum requirements for a traditional subdivided lot. This article provides a housing option to allow dwellings on unit-lots to be conveyed by long-term leases, less than fee-simple ownership, or fee-simple ownership, including condominium and other common-interest communities*

And per CBJ 49.15.930(a) - *A proposed alternative residential subdivision shall be reviewed according to the requirements of section 49.15.330, conditional use permit, and in the case of an application proposing a change in the number or boundaries of unit-lots, section 49.15.402, major subdivisions, except as otherwise provided in this article. Approval shall be a two-step process, preliminary plan approval and final plan approval. In cases involving a change in the number or boundaries of unit-lots, the preliminary and final plat submissions required by section 49.15.402 shall be included with the preliminary and final plan submissions required by this chapter.*

SITE FEATURES AND ZONING



SURROUNDING ZONING AND LAND USES	
North (D5)	Vacant
South (D15)	Old Glacier Highway
East (D5)	Vacant
West (D5)	Residential

SITE FEATURES	
Anadromous	No
Flood Zone	No
Hazard	None mapped
Hillside	Yes
Wetlands	Yes
Parking District	No
Historic District	No
Overlay Districts	Mining Exclusion

BACKGROUND INFORMATION

Project Description – The Applicant requests Alternative Residential Subdivision Modification to increase surface parking and modify open space (**Attachment A**).

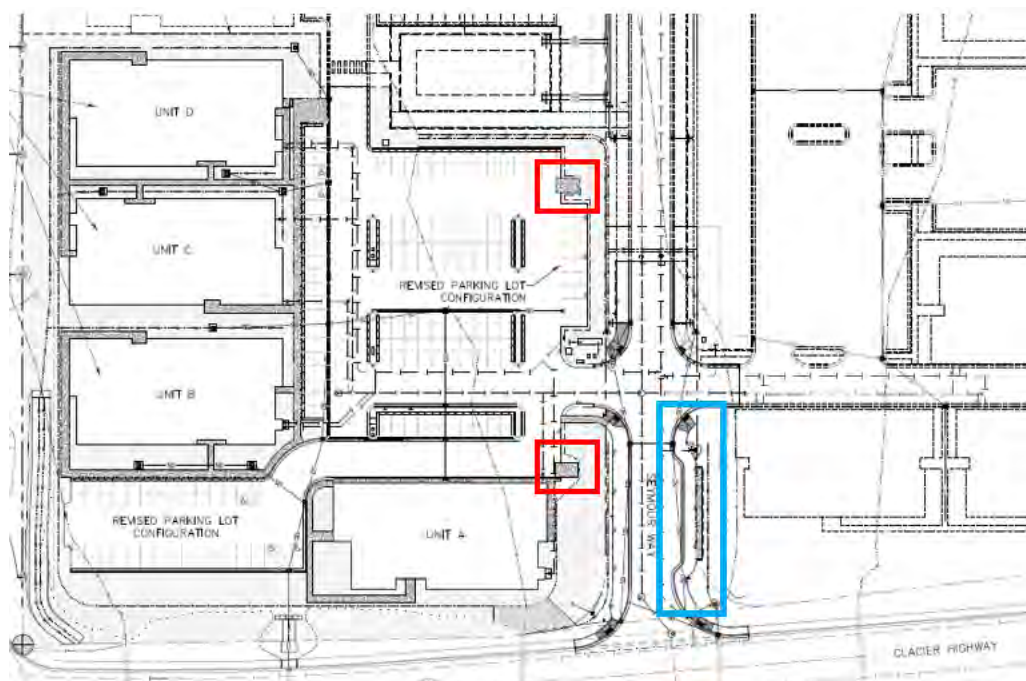
- The original submission under this application (pages 1 through 64) included surface parking increases.
- The revised submission under this application (pages 65 and 66) included relocation of Building B, and a new parking plan.
- Revised homeowners association documents are included (pages 67 through 120).

Changes include:

- Elimination of underground parking in Buildings B, C and D, increasing surface parking.
- Relocation of Building B northward (away from Glacier Highway).
- Use of Building B's previous footprint for parking.
- Updated Homeowner Association documents.

The United States Postal Service (USPS) and garbage accommodation have been key issues in previous Commission approvals.

- The current mailbox location is next to a pullout on Seymour Way (blue box, below). The USPS has given verbal approval. Written approval is pending.
- The garbage location has been approved (red boxes, below).



The final plat associated with this development will include a Commission-conditioned note:

A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER (SMP2022 0001, proposed Plat Note 3).

A reminder that the ownership style (whether apartments or condominiums) is outside the purview of the Commission. Affordability bonuses [CBJ 49.15.920(e)(3)(c)] were not used for the original approval.

Background -

An Alternative Residential Subdivision consists of two tracts:

- The Plan considers layout, density, lot coverage, open space, access provision, drainage, and density bonuses. The Plan is the subject of this permit.
- The Plat documents legal land ownership and use. The preliminary plat was approved under SMP2021 0001. The final plat is anticipated before the Commission in March or April of 2024.

Project development yielded geotechnical details required modification of the original plan (ARF2022 0001). Further modification is anticipated as development continues.

- The first modification (ARF2023 0001) relocated Building D from the east to the west of the lot, and changed the orientation (red arrows below). Drainage was modified.
- This second modification (this application) proposes moving Buildings B, C and D northward. Parking is relocated parking to the southwest of the lot. Soils in the southwest corner are unsuitable for a multi-family apartment-style structure.



Market conditions have resulted in modification to the structures, foregoing underground parking in favor of a unit mix that includes three-bedroom units in addition to the one- and two-bedroom units originally proposed.

The table below summarizes history for the proposed development.

Item	Summary
ARF2022 0001	Approval of the development plan – includes five phases and an eventual 444 units. Approved December 12, 2022.

Item	Summary
SMP2022 0001	Preliminary plat submitted with the proposal above. The preliminary plat has been approved. A final plat is anticipated before the Commission in March or April.
ARF2023 0001	Relocation of Building D toward the west lot line. Approved February 28, 2023.
BLD2023 0333	Grading permit for entire development.
BLD2023 0376	New 24-plex.
Juneau Affordable Housing Fund (2022)	\$1,200,000 loan for 24 market rate units.

ANALYSIS

Compliance with Title 49 - The original approval included analysis of access and density [CBJ 49.15.920].

The design change impacts parking, and therefore open space. Mail and trash provision are reviewed due to possible layout impacts.

Parking. Multi-family parking requirements are based on the number of bedrooms in the units.

- The addition of three-bedroom units has increased the number of *off-street* parking spaces required.
- The elimination of parking garages has increased the number of *surface* parking spaces required.

The applicant has provided a parking analysis in their narrative (**Attachment A**, page 62), which staff has verified. In Phase 1, the modifications made require 122 off-street parking spaces, with 5 ADA spaces. The revised parking plan provided (**Attachment A**, page 65) conforms.

Lot coverage. When considering an Alternative Residential Subdivision, lot coverage is considered across the entire development. On large lots this facilitates denser development on more appropriate land.

The Applicant used open space toward a 25 percent density bonus. The new configuration provides 45 percent lot coverage, maintaining the minimum 30% open space used to determine density bonuses (**Attachment B**).

Ongoing Conditions of Approval -

Attachment C shows the evolution of conditions through the preliminary plan, final plan, and first modification to the final plan. Ongoing conditions that are recommended in this report include:

Condition	Status	Summary
For each Final Plan, provide updated off-street parking plans that show required ADA spaces, or denote if they are included in garage parking.	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	Attachment A, page 65.
Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	<p>The modification considered under ARF2023 0003 includes this buffer. The following plat note will be included in the final plat:</p> <p>A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE</p>

Condition	Status	Summary
depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.		BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER (SMP2022 0001, proposed Plat Note 3).
The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	See above.
Establish unique names for the roadways in the subdivision.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	The final plat will show the roadway name Seymour Way, per USPS's request.
Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	During construction of the connection between Seymour Way and Vista del Sol Drive, anticipated after 100 units are constructed (fire code requirement for second access).
The developer will submit documentation of approval of the mailbox location by the United States Post Office.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	The USPS has been involved in discussions regarding the location of the mail boxes along Seymour Way. Documented approval pending.
Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	As parking is modified, the Director will consider snow storage locations, which may change as parking is further developed. The orange circles in the graphic below show snow disposal locations under consideration. Snow removal companies are providing input.



Homeowners' Association – Per CBJ 49.15.950(b) the formation of a homeowners' association (HOA), or similar entity is required. An updated HOA analysis is in **Attachment D**.

Topic and Code Reference	Summary	Complies
CBJ 49.15.950(b)(1) Preparation	<i>The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state.</i> J. Taylor Rounds, Bar # 1111087, McCollum & Rounds, LLC.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
CBJ 49.15.950(b)(2) Responsibilities	<i>The homeowners' association shall be responsible for the maintenance of open space, water and sewer utilities, and stormwater control features and drainages. The association documents shall specify how any other common facilities shall be operated and maintained. The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. The documents shall require that the governing body of the association adequately maintain common facilities.</i> Attachment D outlines where each requirement is addressed in the document.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
CBJ 49.15.950(b)(3) Phased Development	<i>If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases.</i> Article VIII (when Exhibit A-2 is created for the bylaws).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
CBJ 49.15.950(b)(4) Recording	<i>The homeowners' association documents shall be recorded with the approved final plat.</i> CBJ requires executed documents for recording the final plat. The Declaration acknowledges the ongoing responsibility to record amendments in Section 15.4.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

AGENCY REVIEW

CDD conducted an agency review comment period between January 12, 2024 and February 5, 2024 (**Attachment E**). No comments were received.

The Applicant is engaged in ongoing discussions with the Alaska Department of Transportation and Public Facilities (ADOT&PF) regarding a driveway permit from Glacier Highway. ADOT&PF did not comment on this application. ADOT&PF will permit the driveway when their standards are met.

PUBLIC COMMENTS

CDD conducted a public comment period between January 16, 2024 and February 5th, 2024. Public notice was mailed to property owners within 500 feet of the lot (**Attachment F**). A public notice sign was also posted on-site two weeks prior to the scheduled hearing (**Attachment G**). One public comment was received (**Attachment H**).

Name	Summary
Southeast Alaska Land Trust	Consider downstream impacts on wetlands mitigation.

FINDINGS

Final plan approval criteria - Per CBJ 49.15.950 the director makes the following findings:

1. *Has the applicant complied with any conditions required in the notice of decision approving the preliminary plan?*

Analysis: No additional analysis required.

Finding: Yes. All conditions of preliminary plan approval have been met or are operational/on-going.

2. *Has the applicant submitted homeowners' association (HOA), or similar, documents to be recorded with the final plat?*

Analysis: A new HOA has been submitted with this proposed modification, and analyzed for compliance with code.

Finding: Yes. The applicant has submitted HOA documents to be recorded with the Alternative Residential Subdivision final plat.

3. *Does the final plan substantially conform to the approved preliminary plan and requirements of CBJ Title 49.15 Article 900?*

Analysis: No further analysis required.

Finding: Yes. The final plan substantially conforms to the approved preliminary plan.

RECOMMENDATION

Staff recommends the Planning Commission adopt the director's analysis and findings and **APPROVE WITH CONDITIONS** the Alternative Residential Subdivision modification to increase surface parking and modify open space for the Ridgeview Subdivision Phase 1, developing 96 dwelling units on approximately three acres at 7400 Glacier Highway in a D18 zone. Final proposed project: 444 units on 19.71 acres.

The approval is subject to the following ongoing conditions:

1. Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.
2. The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.
3. Establish unique names for the roadways in the subdivision.
4. Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.
5. The developer will submit documentation of approval of the mailbox location by the United States Post Office.
6. Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.

STAFF REPORT ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	Open Space Verification
Attachment C	Conditions Review
Attachment D	HOA Analysis
Attachment E	Comments requests
Attachment F	Public Notice
Attachment G	Public Notice Sign
Attachment H	Public comments

Ridgeview Subdivision, Phase 1
7400 Glacier Highway


ARF Amendment 2 Application

Table of Contents	Page
Development Permit Application	2
Alternative Residential Subdivision Application	3
Pre-Application Conference Notes	6
Narrative	62
Preliminary Development Plan	64



DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications.

To be completed by Applicant	PROPERTY LOCATION		
	Physical Address 7400 Glacier Highway		
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) USS 1568, Tract B1		
	Parcel Number(s) 5B1401010010		
	<input type="checkbox"/> This property located in the downtown historic district <input type="checkbox"/> This property located in a mapped hazard area, if so, which _____		
	LANDOWNER/ LESSEE		
	Property Owner Glacier Heights Juneau, LLC		Contact Person Garrett Johnson
	Mailing Address 445 N 2000 W, Suite 7, Springville, UT 84663		Phone Number(s) (801) 262-9315
	E-mail Address garrett@pci1980.com		
	LANDOWNER/ LESSEE CONSENT Required for Planning Permits, not needed on Building/ Engineering Permits		
I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.			
X  Landowner/Lessee Signature 12/01/23 Date			
X _____ Landowner/Lessee Signature _____ Date			
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.			
APPLICANT If the same as OWNER, write "SAME"			
Applicant Same		Contact Person	
Mailing Address		Phone Number(s)	
E-mail Address			
X _____ Applicant's Signature _____ Date of Application			

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

No fee - See ARP22-01, ARF22-01

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number

ARF23-002

Intake Initials



Date Received

12/1/23



ALTERNATIVE RESIDENTIAL SUBDIVISION APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

PROJECT SUMMARY

Ridgeview Phase 1 creates a public right of way called Seymour Way along with 4 Unit Lots with 96 dwelling units and the required parking and open space on approximately 3.2 acres.

TYPE OF ALTERNATIVE RESIDENTIAL SUBDIVISION APPROVAL REQUESTED (please see submittal requirements on reverse)

☐ Alternative Residential Subdivision (ARP)
Preliminary Plan Approval

☐ Alternative Residential Subdivision (ARF)
Final Plan Approval (or Extension)

☐ Amendment to Approved (ARP)
Preliminary Plan*

☒ Amendment to Approved (ARF)
Final Plan*

* Minor amendments will be reviewed by the Director; Major amendments will be reviewed by the Planning Commission.

LEGAL DESCRIPTION(S) OF PROPERTY INVOLVED

Number of Existing Parcels 1

Total Land Area 3.2 acres

Number of Resulting Parcels 1

PROPOSED USE OF LAND AND BUILDING(S)

Zoning District(s) D18

Percent Open Space 31.2%

Right-of-Way Frontage Proposed _____

Percent Buffer _____

Number of Dwelling Units Proposed 96

Density Proposed _____

Parking Proposed 135

Density Bonus ☒ YES ☐ NO

ALL REQUIRED MATERIALS ATTACHED

☐ Complete application per CBJ 49.15.940 (preliminary) or CBJ 49.15.950 (final)

☐ Pre-Application Conference notes

☐ Narrative including:

☐ Current use of land or building(s)

☐ Unique characteristics of land or building(s)

☐ How the proposed project conforms to the Comprehensive Plan and CBJ Title 49

☐ How the proposed project effects public health, safety, and welfare

☐ How the proposed project is in harmony with the surrounding neighborhood

☐ Preliminary development plan (detailed on page 2)

☐ Density Bonus

☐ Open Space

☐ Stream Setback

☐ Lower Income Households / Workforce Households

☐ Unusual Enhancements

☐ Public Right-of-Way Access

☐ Shared Use Pathways

☐ 5-Star Plus Energy Efficiency

☐ 6-Star Energy Efficiency

☐ High-efficiency Primary Heating Methods

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number

ARF23-002

Date Received

12/1/23

Alternative Residential Subdivision Application Instructions

Alternative Residential Subdivision outlined in CBJ 49.15.900

Each application for an Alternative Residential Subdivision is reviewed by the Planning Commission at a public hearing. The permit procedure is intended to provide the Commission the flexibility necessary to make decisions tailored to individual applications. The Commission may stipulate conditions to mitigate external adverse impacts from the proposed use. If it is determined that these impacts cannot be satisfactorily overcome, the permit shall be denied.

Pre-Application Conference: A pre-application conference is required prior to submitting an application. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via email at Permits@juneau.org.

Application: An application for an Alternative Residential Subdivision will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Alternative Residential Subdivision Application and a Development Permit Application forms.
2. **Fees:** The fee is dependent upon the number of residential structures involved. Any development, work or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** outlined in CBJ 49.15.940(b)(2). (Surveyed Plans Required)
 - a. The amount of land for housing, open space, buffer, access, parking, and pedestrian circulation
 - b. The number and types of housing units and proposed density
 - c. The natural features to be protected and hazards to be avoided
 - d. The public, if any, and private services to be provided

Document Format: All materials submitted as part of an application shall be submitted in either of the following formats:

1. Electronic copies;
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Preliminary Plan Approval

Application Review & Hearing Procedure:

Review: The Community Development Department shall determine when the Alternative Residential Subdivision Application is complete and advise the developer. Within 60 days of determining that an application is complete, the Director shall schedule the preliminary plan for a public hearing.

Hearing: All Alternative Residential Subdivision applications must be reviewed by the Planning Commission. The Commission shall review the preliminary plan and approve, approve with conditions, or deny pursuant to 49.15.940.

Public Notice Responsibilities: As part of the Preliminary Plan Approval, proper public notice must be given as outlined in CBJ 49.15.230 which consists of the following:

The Community Development Department will give notice of the pending Planning Commission meeting and its agenda in the local newspaper a minimum of 10-days prior to the meeting. Furthermore, the department will mail abutters notices to all property owners within 500-feet of the project site.

The Applicant will post a sign on the site at least 14 days prior to the meeting. The sign shall be visible from a public right-of-way or where determined appropriate by CDD. Signs may be produced by the Community Development Department for a preparation fee of \$50, and a \$100 deposit that will be refunded in full if the sign is returned within seven days of the scheduled hearing date. If the sign is returned between eight and 14 days of the scheduled hearing \$50 may be refunded. The Applicant may make and erect their own sign. Please speak with the Community Development Department for more information.

Final Plan Approval

After completion of all conditions and Commission approval of the preliminary plan in accordance with the Conditional Use permit procedures, the final plan shall be submitted for review and approval according to the following:

1. An application, fee, and a final plan must be submitted for Commission review.
2. Formation of a homeowners' association, or similar entity, is required, outlined in CBJ 49.15.950(b)(1)-(4).
3. The Commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.

Attachment A - Application Packet

Phased Development: An applicant may develop an Alternative Residential Subdivision in phases, provided:

1. The initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire Alternative Residential Subdivision on the neighborhood and the environment according to the standards in subsection 49.15.940.
2. Each phase shall be so designed and implemented that, when considered with reference to any previously constructed phases but without reference to any subsequent phases, it meets the design standards applicable to the entire Alternative Residential Subdivision. Construction and completion of open space and common facilities serving each phase in an Alternative Residential Subdivision shall proceed at a rate no slower than that of other structures in the phase. No phase shall be eligible for final plan approval until all components of all preceding phases are substantially complete and homeowners' association documents have been approved.
3. Each phase of an Alternative Residential Subdivision shall be reviewed according to the provisions of this chapter then current. Each phase of an Alternative Residential Subdivision shall maintain design continuity with earlier phases. At no point during a phased development shall the cumulative density exceed that established in the approved preliminary plan.

Amendments

The developer of an Alternative Residential Subdivision may request an amendment to an approved preliminary or final Alternative Residential Subdivision plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.

1. A minor amendment is a change consistent with the conditions of the original plan approval and would result in:
 - a. Insignificant change in the outward appearance of the development;
 - b. Insignificant impacts on surrounding properties;
 - c. Insignificant modification in the location or siting of buildings or open space;
 - d. No reduction in the number of parking spaces below that required;
 - e. A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.
2. All other amendments shall be reviewed by the Commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



(907) 586-0715
 CDD_Admin@juneau.org
 www.juneau.org/community-development
 155 S. Seward Street • Juneau, AK 99801

Ridgeview Subdivision - reorientation and first phase

Case Number: PAC2022 0023

Applicant: Brandon Gray

Property Owner: Rooftop Properties LLC

Property Address: 7400 Glacier Highway

Parcel Code Number: 5B1401010010

Site Size: 858,568 Square Feet, 19.71 acres

Legal Description: USS 1568 Tract B1

Zoning: D18

Existing Land Use: Vacant

Conference Date: May 4, 2022

Report Issued: May 17, 2022

DISCLAIMER: Pre-application conferences are conducted for purposes of providing applicants with a preliminary review of a project and timeline. Pre-application conferences are not based on a complete application, and are not a guarantee of final project approval.

List of Attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Brandon Gray	Applicant	Brandon@pci1980.com
Garrett Johnson	Partner	Garrett@pci1980.com
Toby Lockhart	Homeshore Engineering LLC	Toby@homeshorellc.com
John Bean	Surveyor	JwBean@gci.net
Irene Gallion	Planning	Irene.Gallion@juneau.org
David Peterson		David.Peterson@juneau.org
Jill Maclean	Community Development Director	Jill.Maclean@juneau.org
Scott Ciambor	Planning Manager	Scott.Ciambor@juneau.org
Dan Jager	CCFR Fire Marshall	Dan.Jager@juneau.org
Ken Hoganson	General Engineering	Ken.Hoganson@juneau.org
Sydney Hawkins	Permit Technician II	Sydney.Hawkins@juneau.org

Revised 5/07/2021

Conference Summary

Questions/issues/agreements identified at the conference that weren't identified in the attached reports.

The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

In your narrative you say 12-16-plex, on the site plan it is a 24-plex. Have you decided?
How many 1, 2, and 3 bedroom units in the 24-plex?

What density provisions are you hoping to take advantage of?

Is Seymour Way intended to be a ROW at some point?

Take me through your math on the density bonus, I get 443 units available.

For the entire development, you come up with 515 parking spaces required, I come up with 612. Difference?

Project Overview

(Provide a brief description of the proposed project. *Note to Planners: be aware if there have been any previous PACs for this applicant or site.*)

The Applicant would like to:

- Develop a 12-24 unit structure on the lot. The applicant estimates 1/3 each of studios, one-bedroom and two-bedroom units.
- Stage for further development of the lot.

Note that Seymour Way does not exist. The preliminary plat that proposed Seymour Way was not finalized. Before that, there were two other subdivision proposals, both of which were withdrawn.

A multi-family development is a permissible stand-alone use for this lot [19.25.300 Paragraph 1.300] that would require a conditional use permit.

The size of the lot will beg the question of subsequent development. The applicant proposes an Alternative Residential Subdivision. This process will be time-consuming and will push development to late in the summer at the earliest, and more likely next construction season.

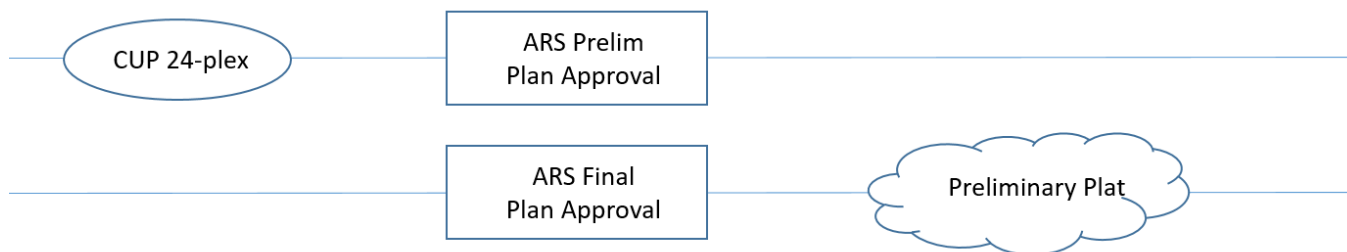
The applicant's goals will determine the best way forward. CBJ 49.15.960 will be key to this strategy:

An applicant may develop an alternative residential subdivision in phases, provided the initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire alternative residential subdivision on the neighborhood and the environment according to the standards in subsection 49.15.940.

If the applicant would like to:

- Construct a 24-plex this season, AND
- Use features of the 24-plex in density bonus (for instance, if the 24-plex has workforce housing provisions),

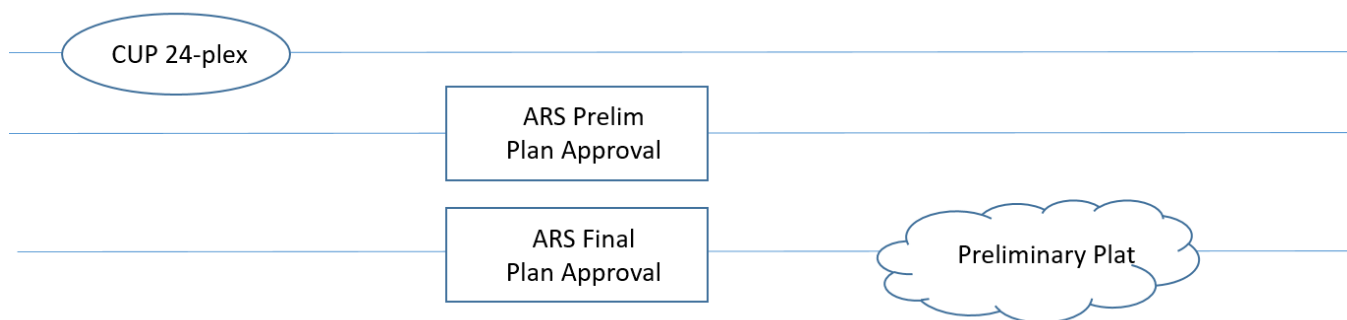
THEN the applicant should apply for a Conditional Use Permit and for an ARS Preliminary Plan Approval at the same time.



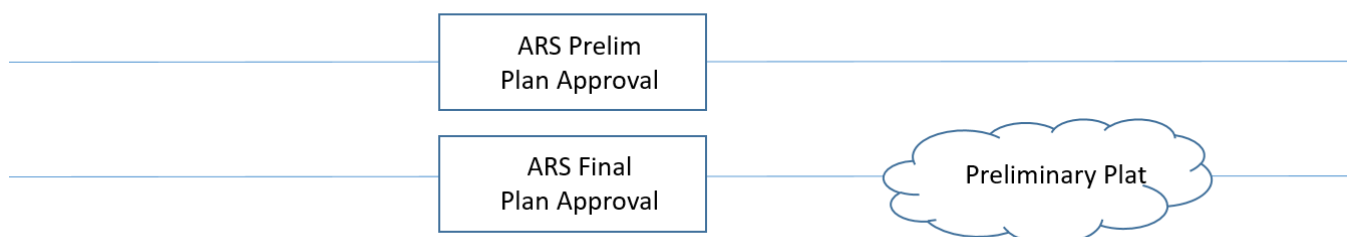
If the applicant would like to:

- Construct a 24-plex this season, BUT
- DOES NOT require features of the 24-plex to meet density bonuses,

THEN a stand-alone Conditional Use Permit for the development can be applied for. An ARS Preliminary Plan Approval can be applied for concurrently or later.



If the applicant can wait to construct until next season, the ARS process can be pursued without a Conditional Use Permit for the 24-plex. The goal would be to complete the process before next construction season.



Planning Division

1. **Zoning** – D18.

An ARS is allowed in D18 [CBJ 49.15.920(b)]

2. **Subdivision** – Minimum lot size is 5,000 square feet. To develop an ARS, the lot must be at least 150 percent minimum lot size [CBJ 49.15.920(c)]. USS 1568 Tract B1 meets this requirement.

3. **Setbacks** – The lot is a D18 island that abuts D5 land on all sides except the frontage. Where one district abuts another, the greater of the two setbacks is required.
 - a. **Front:** 20 feet
 - b. **Rear:** 20 feet (D5 setback)
 - c. **Side:** 5 feet (same for D5 and D18)
 - d. **Street side:** 13 feet (same for D5 and D18)
 - e. Under an ARS, dimensional standards are applied to the parent lot rather than to unit lots [CBJ 49.15.920(D)].
4. **Density** – The lot is 19.71 acres, and can accommodate 355 units. The applicant suggests they could get a 25 percent density bonus under ARS code [CBJ 49.15.520(e)(3)] for a total of 444 units. Applicant is proposing 454 units.

$$19.71 \text{ acres} \times 18 \text{ units/acre} = 355 \text{ units}$$

$$355 \text{ units} \times 0.25 = 89 \text{ units}$$

$$355 \text{ units} + 89 \text{ units} = 444 \text{ units}$$

Open space means any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or in the same neighborhood as such open space.

ARS code says there is a bonus of five percent for each ten percent increment of open space in excess of that required in the zoning district to a maximum bonus of 15 percent for open space in excess of that required.

858,568 square feet total

5% density bonus for 85,857 square feet, or 1.97 acres, of open space

10% density bonus for 171,714 square feet, or 3.94 acres, of open space

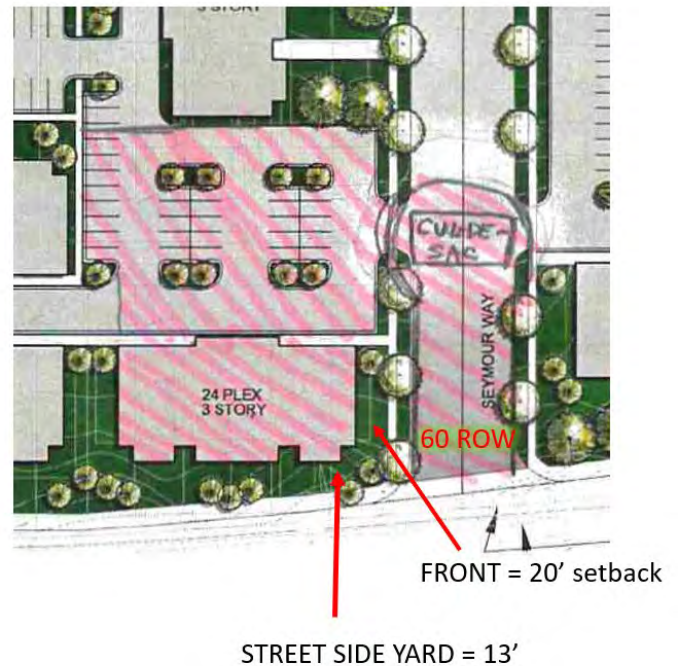
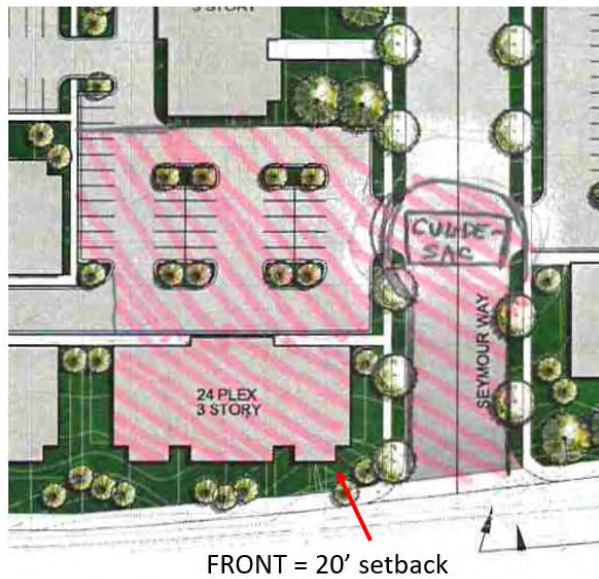
15% density bonus for 257,571 square feet, or 5.91 acres, of open space

5. **Height** – 35 feet for permissible uses, 25 feet for accessory uses.
6. **Access** – Access is proposed from Glacier Highway, classified as a Collector under Ordinance 2013-9.

Under subsequent ARS subdivision, the access can be either a driveway managed by the homeowners association, or a right-of-way given to the CBJ [CBJ 49.15.920(f)].

Keep in mind that if the intent is to subdivide and create a right-of-way, the proposed multi-family structure will need to meet front yard setbacks from both the Glacier Highway and the eventual right-of-way.

Below, the image on the left shows structure setbacks for the multi-family structure that will be built before subdivision. The image on the right shows the setbacks that the structure will need to have in order to create and dedicate a right-of-way access to the ARS.



A secondary emergency access may be required, depending on CCFR evaluation. Consider that other subdivisions have provided an emergency access that was not built to right-of-way standards, which may be an option.

7. **Parking & Circulation** – Revisions to the parking code will go into effect on May 25, 2022.

For a 24-plex, 28 parking spaces will be required:

Unit Bedrooms	# of Units	Per Bedroom	Total
12 UNITS			14
Studio	4	1	4
One	4	1	4
Two	4	1.5	6
16 UNITS			19
Studio	6	1	6
One	5	1	5
Two	5	1.5	8
24 UNITS			28
Studio	8	1	8
One	8	1	8
Two	8	1.5	12

For the subdivision as proposed, 612 parking spaces will be required:

Unit Bedrooms	# of Units	Per Bedroom	Total
TOWNHOMES			148
One		1	0
Two		1.5	0
Three or more	74	2	148
APARTMENTS			227
One	90	1	90
Two	91	1.5	137
Three or more		2	0
CONDOMINIUMS			238
One	95	1	95
Two	95	1.5	143
Three or more		2	0
TOTAL PARKING REQUIRED			612

Total parking proposed is 515.

On the parking summary provided on the site plan differs from staff calculations:

- For townhomes, 111 parking spaces are estimated for the development – 148 are required.
- For 2-bedroom apartments, 100 parking spaces are estimated for the development – 137 are required.
- For the 2-bedroom condominiums, 104 parking spaces are estimated for the development – 143 are required.

Accessible parking spaces (ADA spaces) will be required for residential uses with ten or more spaces, OR if designated visitor parking spaces are provided. Each parking lot for each multi-family development would be evaluated for provision of ADA spaces. See the attached code, 49.40.210(c) for ADA parking requirements. Note that dimensions will need to meet CBJ 49.40.225:

- 8.5x17 feet for pull-in space
- 6.5x22 feet for parallel parking
- 13x17 feet for an accessible space, including the five foot access aisle. Note that one aisle can be shared between two spaces. ADA spaces must be marked and signed appropriately.

The development could apply for a Parking Waiver [49.40.220(a) in the attached code]. The effect of the waiver will have more benefits than detriments for the development, and will not materially endanger public health, safety or welfare.

ADA spaces are based on the number required before reductions, such as waivers, are considered. For instance, you may have nine required ADA spaces for 464 total required apartment and condo spaces. The Commission could waive the required parking spaces to, say, 350, but the developer would still need to provide nine ADA spaces.

8. **Lot Coverage** – Lot coverage is 50% for permissible and conditional uses. Lot coverage considers structures with roofs.

9. **Vegetative Coverage** – Required vegetative cover in D18 is 30 percent.
10. **Lighting** – A lighting plan should demonstrate full cut-off fixtures and should not illuminate neighboring property.
11. **Noise** – Noise is not anticipated to be in excess of that usually occurring in this zoning district
12. **Flood** – The lot is NOT located in a flood zone (Panel 02110C 1531D).
13. **Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – The lot is not in a mapped hazard zone.

Excavation of, or creation of, slopes of 18% or more will require a hillside endorsement from a qualified engineer. In general terms, this will require an engineered site plan, a vegetation plan, and a geotechnical memo, in addition to the construction and drainage plans usually required.

The Commission must sign off on the Hillside Endorsement for the CUP and for the ARS. Staff suggests that the Applicant either provide the information for hillside endorsement, or explain why the hillside endorsement is not needed. Refer to 49.70 Article II, attached to this report.

14. **Wetlands** – Wetlands are mapped on the lot. A United States Army Corps of Engineers permit will be required for fill. You can contact them at (907) 753-2689.
15. **Habitat** – Check with the U.S. Fish and Wildlife on the presence of eagle nests in the area. The presence of eagle nests may impact construction scheduling. No anadromous waterbodies are on the subject parcel, or within 50 feet.
16. **Plat Restrictions** – On the preliminary plat (never finalized) for the previous subdivision, there was a plat note that said:

“6. A THROUGH CONNECTION TO VISTA DEL SOL DRIVE IS REQUIRED FOR THE DEVELOPMENT OF LOT 14.”

It appears the intent was a connection if Tract B1A was developed. It is not known if the Planning Commission would require a connection for the development proposed in this application. The requirement is not included on the 1975 survey on record.

17. **Traffic** –

A Traffic Impact Analysis (TIA) will not be required for the apartment complex constructed alone:

Use	Units	Trips Generated per Unit	Total Trips
Apartment	24	6.65	159.6

A TIA will be required for the ARS development:

Use	Units	Trips Generated per Unit	Total Trips
Residential Townhouse	74	5.81	430
Residential Condominium	190	5.81	1,104
Apartment	181	6.65	1,204
Total ADTs:			2,738

Anticipate that the Alaska Department of Transportation and Public Facilities will be reviewing the TIA.

Building Division

18. **Building** – Building permits required will be reviewed during the submittal process.
19. **Outstanding Permits** – None.

General Engineering/Public Works

20. **Engineering – Grading:** Slopes and retaining structures shall be shown on the Grading Plan. The heights and slope ratios shall be quantified.
 1. Easements: Site plan (plat) shall include all existing (and proposed) easements for drainage, utility lines, plumbing lines, access, snow storage, trash (dumpster) storage, or any other shared use that requires crossing the property line.
 2. Roadway Slopes are shown as 11% on Phase 1. This is to be verified acceptable with the Fire Chief.
 3. Seismic structural design criteria: IBC: Use ICC referenced CD-ROM *Seismic Design 3.01* or figure 1613.5(12) with the listed explanation and references. IRC: Seismic Design Category: D1
21. **Drainage** – Drainage must be directed to pre-approved drainage ways and cannot be directed at neighbors or otherwise cause a nuisance. Drainage shall be shown in the Grading Plan with arrows. Any drainage structure(s) shall be identified and sizes called out.
22. **Utilities** – (water, power, sewer, etc.): Water service shall be provided. A CBJ ROW Permit and Utility Permit will be required. The plans shall include a Utility Plan that shows location of buried sewer and water utilities including valves, unions, cleanouts, and system components. Sizes and materials shall be called out. Power by others.
 1. **CBJ right-of-way (ROW) permit** – Once the construction plan for the utilities is approved, CBJ will create the ROW permit. The permit will cover the tapping of the water main and road restoration within the right-of-way (if required). Inspection fees, refundable bond amount, and conditions will be determined after review of the proposed construction plan. The extension of the utilities within the property will require further permitting and fee assessments. This process is done separately from the subdivision and typically in conjunction with the building permit application. Utility as-builts shall be submitted to GE prior to return of Bond and closure of permits.
 2. **Water Utility permit** – For the water/fire line to be installed to the new structure:
 - i. The line sizing shall be determined by the engineer. The meter is required to be installed prior to any branches in the plumbing line. The meter location and sizing shall be shown on the mechanical plans. The meter installation and conduit installation is the responsibility of the applicant. A water assessment will need to be paid and will be determined after sizing of meter and domestic line are identified.
 - ii. The requirement for providing adequate water pressure will require a booster station and/or water storage at higher elevation.
 3. **Sewer Utility permit** – For the sewer line to be installed to the new structure, the line sizing shall be determined by the engineer. The mechanical plans shall include a drainage fixture unit (DFU) count. The sewer assessment and inspection fees are to be paid and will be determined after review of the DFU's and the configuration of the underground sewer line.

Fire Marshal

23. Fire Items/Access –

All buildings will need to be sprinklered and have fire alarms.

Hydrants – no more than 500 feet between them.

Apparatus turn-around capability

Slopes – get as close as possible to 10%, if you must exceed please coordinate with CCFR.

May be access issues with one-way-in, one-way-out. May require secondary access.

Other Applicable Agency Review

24. Alaska Department of Transportation and Public Facilities:

a. Driveway permitting

Michael K. Schuler, Property Management Officer

(907) 465-4499 Desk

(907) 419-4510

michael.schuler@alaska.gov

b. Traffic Analysis

Nathan Purves, Traffic and Safety Engineer

(907) 465-4521

nathan.purves@alaska.gov

25. United States Army Corps of Engineers: (907) 753-2689

26. United States Fish and Wildlife Service: (907) 780-1160

List of required applications

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

1. Development Permit Application (required with all applications)
2. Conditional Use Permit
3. Alternative Residential Subdivision Application
4. Parking Waiver Application

Additional Submittal Requirements

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

1. A copy of this pre-application conference report.

Exceptions to Submittal Requirements

Submittal requirements staff has determined **not** to be applicable or **not** required, given the specifics of the development proposal, are listed below. These items will **not** be required in order for the application to be reviewed.

1. N/A

Fee Estimates

The preliminary plan review fees listed below can be found in the CBJ code section 49.85.

Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

1. Conditional Use Permit: Class III, \$750
2. Alternative Residential Subdivision preliminary plan: Assuming 454 total units, \$36,720; \$400 plus \$80 per residential unit.
3. Alternative Residential Subdivision final plan: Assuming 454 total units, \$27,540; \$300 plus \$60 per residential unit.

NOTE: ARS fees cited include the preliminary and final plat process.

4. Public Notice Sign – for each occurrence. \$150, with \$100 refundable if the sign is returned by the Monday following the Planning Commission meeting.
5. Parking Waiver: \$320 if applied for with a major development permit (ARS or CUP)

For informational handouts with submittal requirements for development applications, please visit our website at www.juneau.org/community-development.

Submit your Completed Application

You may submit your application(s) online via email to permits@juneau.org

OR in person with payment made to:

City & Borough of Juneau, Permit Center
230 South Franklin Street
Fourth Floor Marine View Center
Juneau, AK 99801

Phone: (907) 586-0715

Web: www.juneau.org/community-development

Attachments:

49.15.330 –Conditional Use Permit
49.15 Article IX – Alternative Residential Subdivisions
49.70 Article II – Hillside Endorsement
REVISED PARKING CODE EFFECTIVE MAY 25, 2022
Development Permit Application
Conditional Use Permit Application
Alternative Residential Subdivision Application
Parking Waiver Application

49.15.330 Conditional use permit.

- (a) *Purpose.* A conditional use is a use that may or may not be appropriate in a particular zoning district according to the character, intensity, or size of that or surrounding uses. The conditional use permit procedure is intended to afford the commission the flexibility necessary to make determinations appropriate to individual sites. The commission may attach to the permit those conditions listed in subsection (g) of this section as well as any further conditions necessary to mitigate external adverse impacts. If the commission determines that these impacts cannot be satisfactorily overcome, the permit shall be denied.
- (b) *Preapplication conference.* Prior to submission of an application, the developer shall meet with the director for the purpose of discussing the site, the proposed development activity, and the conditional use permit procedure. The director shall discuss with the developer, regulation which may limit the proposed development as well as standards or bonus regulations which may create opportunities for the developer. It is the intent of this section to provide for an exchange of general and preliminary information only and no statement by either the developer or the director shall be regarded as binding or authoritative for purposes of this code. A copy of this subsection shall be provided to the developer at the conference.
- (c) *Submission.* The developer shall submit to the director one copy of the completed permit application together with all supporting materials and the permit fee.
- (d) *Director's review procedure.*
 - (1) The director shall endeavor to determine whether the application accurately reflects the developer intentions, shall advise the applicant whether or not the application is acceptable and, if it is not, what corrective action may be taken.
 - (2) After accepting the application, the director shall schedule it for a hearing before the commission and shall give notice to the developer and the public in accordance with section 49.15.230.
 - (3) The director shall forward the application to the planning commission together with a report setting forth the director's recommendation for approval or denial, with or without conditions together with the reasons therefor. The director shall make those determinations specified in subsections (1)(A)—(1)(C) of subsection (e) of this section.
 - (4) Copies of the application or the relevant portions thereof shall be transmitted to interested agencies as specified on a list maintained by the director for that purpose. Referral agencies shall be invited to respond within 15 days unless an extension is requested and granted in writing for good cause by the director.
 - (5) Even if the proposed development complies with all the requirements of this title and all recommended conditions of approval, the director may nonetheless recommend denial of the application if it is found that the development:
 - (A) Will materially endanger the public health or safety;
 - (B) Will substantially decrease the value of or be out of harmony with property in the neighboring area; or
 - (C) Will not be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans.
- (e) *Review of director's determinations.*
 - (1) At the hearing on the conditional use permit, the planning commission shall review the director's report to consider:
 - (A) Whether the proposed use is appropriate according to the table of permissible uses;
 - (B) Whether the application is complete; and
 - (C) Whether the development as proposed will comply with the other requirements of this title.
 - (2) The commission shall adopt the director's determination on each item set forth in paragraph (1) of this subsection (e) unless it finds, by a preponderance of the evidence, that the director's determination was in error, and states its reasoning for each finding with particularity.

- (f) *Commission determinations; standards.* Even if the commission adopts the director's determinations pursuant to subsection (e) of this section, it may nonetheless deny or condition the permit if it concludes, based upon its own independent review of the information submitted at the hearing, that the development will more probably than not:
- (1) Materially endanger the public health or safety;
 - (2) Substantially decrease the value of or be out of harmony with property in the neighboring area; or
 - (3) Lack general conformity with the comprehensive plan, thoroughfare plan, or other officially adopted plans.
- (g) *Specific conditions.* The commission may alter the director's proposed permit conditions, impose its own, or both. Conditions may include one or more of the following:
- (1) *Development schedule.* A reasonable time limit may be imposed on construction activity associated with the development, or any portion thereof, to minimize construction-related disruption to traffic and neighborhood, to ensure that development is not used or occupied prior to substantial completion of required public or quasi-public improvements, or to implement other requirements.
 - (2) *Use.* Use of the development may be restricted to that indicated in the application.
 - (3) *Owners' association.* The formation of an association or other agreement among developers, homeowners or merchants, or the creation of a special district may be required for the purpose of holding or maintaining common property.
 - (4) *Dedications.* Conveyance of title, easements, licenses, or other property interests to government entities, private or public utilities, owners' associations, or other common entities may be required.
 - (5) *Performance bonds.* The commission may require the posting of a bond or other surety or collateral approved as to form by the city attorney to guarantee the satisfactory completion of all improvements required by the commission. The instrument posted may provide for partial releases.
 - (6) *Commitment letter.* The commission may require a letter from a public utility or public agency legally committing it to serve the development if such service is required by the commission.
 - (7) *Covenants.* The commission may require the execution and recording of covenants, servitudes, or other instruments satisfactory in form to the city attorney as necessary to ensure permit compliance by future owners or occupants.
 - (8) *Revocation of permits.* The permit may be automatically revoked upon the occurrence of specified events. In such case, it shall be the sole responsibility of the owner to apply for a new permit. In other cases, any order revoking a permit shall state with particularity the grounds therefor and the requirements for reissuance. Compliance with such requirements shall be the sole criterion for reissuance.
 - (9) *Landslide and avalanche areas.* Development in landslide and avalanche areas, designated on the landslide and avalanche area maps dated September 9, 1987, consisting of sheets 1—8, as the same may be amended from time to time by assembly ordinance, shall minimize the risk to life and property.
 - (10) *Habitat.* Development in the following areas may be required to minimize environmental impact:
 - (A) Developments in wetlands and intertidal areas.
 - (11) *Sound.* Conditions may be imposed to discourage production of more than 65 dBA at the property line during the day or 55 dBA at night.
 - (12) *Traffic mitigation.* Conditions may be imposed on development to mitigate existing or potential traffic problems on arterial or collector streets.
 - (13) *Water access.* Conditions may be imposed to require dedication of public access easements to streams, lake shores and tidewater.
 - (14) *Screening.* The commission may require construction of fencing or plantings to screen the development or portions thereof from public view.

- (15) *Lot size or development size.* Conditions may be imposed to limit lot size, the acreage to be developed or the total size of the development.
- (16) *Drainage.* Conditions may be imposed to improve on and off-site drainage over and above the minimum requirements of this title.
- (17) *Lighting.* Conditions may be imposed to control the type and extent of illumination.
- (18) *Other conditions.* Such other conditions as may be reasonably necessary pursuant to the standards listed in subsection (f) of this section.

(Serial No. 87-49, § 2, 1987; Serial No. 2006-15, § 2, 6-5-2006; Serial No. 2015-03(c)(am), § 9, 8-31-2015 ; Serial No. 2017-29, § 3, 1-8-2018, eff. 2-8-2018)

ARTICLE IX. ALTERNATIVE RESIDENTIAL SUBDIVISIONS

49.15.900 Purpose.

The general purpose of this article is to provide reasonable minimum standards and procedures for unit-lot residential communities in which all or some of the lots do not substantially conform to the minimum requirements for a traditional subdivided lot. This article provides a housing option to allow dwellings on unit-lots to be conveyed by long-term leases, less than fee-simple ownership, or fee-simple ownership, including condominium and other common-interest communities. The specific purpose of this article is to permit flexibility in the regulation and use of land in order to promote its most appropriate use for unit-lot residential communities; to encourage residential developments that are planned, designed and developed to function as integral units with common facilities; to encourage developments that provide different types of housing options; to encourage development of quality affordable housing; to facilitate the adequate and economical provisions of access and utilities; and to encourage developments that are in harmony with the surrounding area.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.910 Application.

The provisions of this article apply when a parent lot is subdivided into developable unit-lots and where a portion of the parent lot remains.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.920 General provisions.

- (a) *General.* The requirements of this title apply except as provided in this article.
- (b) *Zoning districts.* An alternative residential subdivision is only allowed in the following zoning districts: RR, D-1, D-3, D-5, D-10SF, D-10, D-15, D-18, and LC.
- (c) *Lot size.* The parent lot shall be at least 150 percent of the minimum lot size for the zoning district in which it is located. There is no minimum size for the unit-lots.
- (d) *Other dimensional standards.* The minimum lot dimensions, lot coverage, and vegetative coverage shall be applied to the parent lot and not the unit-lots.
- (e) *Density.*
 - (1) The number of dwelling units permitted in the development shall be calculated by multiplying the maximum number of dwelling units per gross acre permitted in the underlying zoning district by the number of acres in the alternative residential subdivision and rounding to the nearest whole number.
 - (2) Land and water bodies used in calculating the number of dwelling units permitted shall be delineated on the preliminary and final plans in a manner allowing confirmation of acreage and density computations.
 - (3) The commission may award a density bonus as an incentive for enhancements to the development. The total bonus shall not exceed 50 percent in the RR, D1, D3, D5, D10 zoning districts, and 25 percent

-
- in the D-10SF, D15, D18 and LC zoning districts of the density provided in subsection (e)(1) of this section and rounded to the nearest whole number and shall be the sum of individual density bonuses as follows:
- (A) Five percent for each ten percent increment of open space in excess of that required in the zoning district to a maximum bonus of 15 percent for open space in excess of that required;
 - (B) Five percent for a continuous setback greater than 50 feet or ten percent for a continuous setback greater than 50 feet on both sides of a stream, if applicable, designated in the plan as undisturbed open space along important natural water bodies, including anadromous fish streams, lakes, and wetlands;
 - (C) Fifteen percent for a mixture of housing units restricted by a recorded document for a period of 30 years from the first sale:
 - (i) In which ten percent of the dwelling units are set aside for lower income households earning no more than 80 percent of the area median income; or
 - (ii) In which 20 percent of the dwelling units are set aside for workforce households earning no more than 120 percent of the area median income.
 - (D) Up to ten percent for provision of common facilities and additional amenities that provide an unusual enhancement to the general area, such as siting, landscaped buffers, or the creation or preservation of view corridors;
 - (E) Ten percent for dedication of a public right-of-way accessible to all unit-lots consistent with chapter 49.35;
 - (F) Five percent in the RR, D-1, D-3, D-5, and D-10SF zoning districts, and ten percent in the D-10, D-15, D-18 and LC zoning districts for providing shared use pathways to facilitate safe pedestrian and bicycle movement within the development and to ensure non-vehicular access to open space, common facilities and to public services;
 - (G) Five percent for designing all dwelling structures to a five-star plus energy efficiency rating; ten percent for designing all dwelling structures to a six-star energy efficiency rating; and
 - (H) Up to ten percent for using high-efficiency primary heating methods, such as heat pumps, in all dwelling structures.
- (4) A density bonus may be limited or denied if it will more probably than not:
- (A) Materially endanger public health or safety;
 - (B) Substantially be out of harmony with property in the neighboring area;
 - (C) Lack general conformity with the comprehensive plan or another adopted plan; or
 - (D) Create an excessive burden on roads, sewer, water, schools, or other existing or proposed public facilities.
- (f) *Frontage and access.* The parent lot shall front on and be accessed by a publically maintained right-of-way. Access within the development may be exempted from [chapter] 49.35 and be privately owned and maintained if it complies with the following requirements:
- (1) The access shall be located completely on the parent lot;
 - (2) The access does not endanger public safety or welfare and provides for safe pedestrian and vehicular traffic circulation;
 - (3) The access complies with the emergency service access requirements of CBJ [chapter] 19.10;

-
- (4) Access to and within the development is paved;
 - (5) The developer submits adequate evidence that upon approval of the development, a homeowners' association will be formed, can obtain liability insurance, and is solely responsible for maintaining the private access—including winter maintenance; and
 - (6) The alternative residential subdivision does not abut a developable parcel that lacks alternative and practical frontage on a publically maintained right-of-way.
- (g) *Utilities.* An alternative subdivision is required to connect each dwelling unit to public sewer and water. A master meter for water shall be installed by the developer.
- (h) *Parking.* Parking required for each dwelling unit may be located on either the parent lot or the unit-lot.
- (i) *Open space.* Open space is required as follows: 25 percent in the RR and D-1 zoning districts; 20 percent in the D-3, D-5 and D-10 zoning districts; 15 percent in the D-10SF district. Open space is not required in the D-15, D-18, or LC zoning districts.
- (j) *Buffer.* There are no setback requirements on the unit-lots. A perimeter buffer is required in lieu of the setback requirements of this title on the parent lot. The presumptive buffer width shall not be less than the setback set by the underlying zoning district to ensure neighborhood harmony and minimize off-site impacts. The commission may enlarge a buffer or a portion of a buffer up to 25 feet in total width, and the commission may reduce a buffer or a portion of a buffer by 75 percent of the setback for the underlying zoning district. The commission may only enlarge or reduce the buffer width upon considering, but not limited to: type of buffer, location of the subdivision structures and uses therein; the location and type of surrounding uses or development; topography; and the presence of existing visual and sound buffers. A buffer shall be vegetated unless the commission requires non-vegetated screening. A buffer may include fencing, natural berm, or other similar features. No parking areas, dwelling units, unit-lots, or permissible uses may be located within the perimeter buffer. Access to the development may cross a portion of the buffer.
- (k) *Parent lot.* Portions of the parent lot not subdivided into unit-lots shall be owned in common by a homeowners' association, or similar entity, comprised of the owners of the unit-lots located within the parent lot.
- (l) *Stormwater management.* Facilities for the control and disposal of stormwater must be adequate to serve the development and areas draining through the development. Management shall be in accordance with the Stormwater Best Management Practices manual. Where appropriate, natural drainage channels, swales, or other similar areas within the open space may be used for stormwater management at the development. The developer shall provide the CBJ Engineering and Public Works Department with an evaluation of offsite drainage outfalls for the additional runoff contributed by the alternative residential subdivision. The commission may require construction of offsite drainage improvements necessary to accommodate additional runoff from the development.
- (m) *Permitted uses.* No primary uses are permitted on the parent lot except a recreational center, community facility, or a child care center. Consistent with the table of permissible uses, 49.25.300, only residential uses and associated accessory structures are allowed on the unit-lots. Accessory dwelling units are prohibited on the parent lot and on any unit-lots. A home occupation or a child care home is permissible on the unit-lots. If an alternative residential subdivision creates a lot that complies with the table of dimensional standards, 49.25.400, for the underlying zoning district, the accessory dwelling unit prohibition of this subsection does not apply.
- (n) *Street sign.* Street signage is required. The developer shall install a street sign provided by the City and Borough of Juneau at the developer's expense. The director shall determine the type of street sign—addresses or street name—upon considering public health, safety, and welfare given the size of the subdivision.

-
- (o) *Mailboxes.* Upon consultation with the United States Postal Service, the director shall determine the placement location of mailboxes. The director may require additional improvements and design changes to enable efficient mail delivery and to minimize traffic interferences and compliance with CBJ standard details.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.930 Alternative residential subdivision review process.

- (a) *General procedure.* A proposed alternative residential subdivision shall be reviewed according to the requirements of section 49.15.330, conditional use permit, and in the case of an application proposing a change in the number or boundaries of unit-lots, section 49.15.402, major subdivisions, except as otherwise provided in this article. Approval shall be a two-step process, preliminary plan approval and final plan approval. In cases involving a change in the number or boundaries of unit-lots, the preliminary and final plat submissions required by section 49.15.402 shall be included with the preliminary and final plan submissions required by this chapter.
- (b) *Preapplication conference.* Prior to submission of an application, the director shall conduct an informal preapplication conference with the developer to discuss the proposed alternative residential subdivision. The purpose of the preapplication conference shall be to exchange general and preliminary information and to identify potential issues and bonuses. The developer may discuss project plans and the director may provide an informal assessment of project permit eligibility, but no statement made by either party shall be regarded as binding, and the result of the conference shall not constitute preliminary approval by the department. The conference shall include a discussion of the zoning, size, topography, accessibility, and adjacent uses of the development site; the uses, density and layout of buildings, parking areas, the open space and landscaping proposed for the development; the common facilities; provision of utilities, including solid waste and recycling collection; the access, the vehicle and pedestrian circulation, and winter maintenance including snow removal locations; the development schedule and the alternative residential subdivision permit procedures. The developer shall provide a sketch of the proposed alternative residential subdivision.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.940 Preliminary alternative residential subdivision plan approval.

- (a) *Application.* The developer shall submit to the department one copy of a complete alternative residential subdivision application, which shall include an application form, the required fee, any information required in subsection 49.15.402, the information required by this section, and any other information specified by the director.
- (b) *Required submissions.* The application shall include the following material:
- (1) *Ownership.* The application shall identify, and shall be signed by or upon, the included written authorization of, all owners, lessees, and optionees of land within the boundaries of all phases of the alternative residential subdivision.
 - (2) *Preliminary development plan.* The application shall include a preliminary development plan, explaining how the proposed alternative residential subdivision will achieve the purposes set forth in section 49.15.900. The preliminary development plan shall summarize the different land uses proposed, including the amount of land for housing, open space, buffer, access, parking and pedestrian circulation; the number and types of housing units and proposed density; the natural features to be protected and hazards to be avoided; and the public, if any, and private services to be provided.
 - (3) *Design.* The application shall describe the design of the alternative residential subdivision, with particular attention to building siting, massing, access, parking, and architectural features; provision of

-
- utilities including drainage and trash collection; provision of winter maintenance for access and parking areas; and the circulation of traffic and pedestrians.
- (4) *Open space, common facilities, and general landscaping.* The preliminary plat shall show and describe common facilities, pedestrian circulation to common facilities and amenities, open space, buffers, landscaping, and similar features.
- (5) *Request for density bonuses.* If a density bonus is being applied for, the application shall include a narrative describing the justification for the requested bonus, and the application shall show the nature and extent of the requested bonus.
- (6) *Description of phased development.* The preliminary development plan for a phased alternative residential subdivision shall include:
- (A) A drawing and development schedule for each phase and for the entire alternative residential subdivision;
 - (B) The size and general location of proposed land uses for each phase at the maximum level of density, including maximum allotment of density bonuses;
 - (C) A description of the access (pedestrian and vehicular) connecting all the phases and where they will connect at the alternative residential subdivision boundaries;
 - (D) A description of how the developer will address the cumulative impacts of the phased development on the neighborhood and the natural environment;
 - (E) A description of the overall design theme unifying the phases;
 - (F) An analysis of how each phase in the project will meet the requirements of subsection 49.15.960(b); and
 - (G) A sketch plat consistent with section 49.15.410.
- (c) *Department review.* The director shall advise the developer whether the alternative residential subdivision application is complete, and, if not, what the developer must do to make it complete. Within 45 days after determining an application is complete, the director shall schedule the preliminary plan for a public hearing before the commission. The director shall give notice to the developer and the public according to section 49.15.230.
- (d) *Commission action.* The commission may approve an alternative residential subdivision preliminary plan if it meets the following requirements:
- (1) The development protects natural features and avoids natural hazards by reserving them as open space;
 - (2) The development is consistent with the land use code;
 - (3) The development incorporates perimeter buffers sufficient to minimize off-site impacts of the subdivision and to maximize harmony with the neighborhood;
 - (4) Utilities proposed for connection to the City and Borough system meet City and Borough standards, and all others are consistent with sound engineering practices, as determined by the City and Borough Engineering and Public Works Department;
 - (5) The configuration of the development provides for economy and efficiency in utilities, housing construction, access, parking and circulation;
 - (6) If the approval is for a phased development, that each phase is consistent with the preliminary development plan and design of the entire alternative residential subdivision;

-
- (7) Adequately addresses the cumulative impacts of the phased development on the neighborhood and the natural environment; and
 - (8) If the approval includes an allotment of a density bonus, the density bonus complies with section 49.15.920(e)(4).
- (e) *Expiration.* Approval of a preliminary plan shall expire 18 months after the commission notice of decision unless a final plan for the entire project or, in the case of a phased development, the first phase thereof, is submitted to the department for commission action. An application for extension of a preliminary plan shall be according to section 49.15.250, development permit extension.
- (Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.950 Final alternative residential subdivision plan approval.

- (a) *Application.* Upon completion of all conditions of the preliminary plan, the developer shall submit an application, fee, and a final plan for commission approval.
- (b) *Homeowners' association.* The formation of a homeowners' association, or similar entity, is required.
 - (1) The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state.
 - (2) The homeowners' association shall be responsible for the maintenance of open space, water and sewer utilities, and stormwater control features and drainages. The association documents shall specify how any other common facilities shall be operated and maintained. The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. The documents shall require that the governing body of the association adequately maintain common facilities.
 - (3) If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases.
 - (4) The homeowners' association documents shall be recorded with the approved final plat.
- (c) *Commission action.* The commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.
- (d) *Expiration.* An approved final plan shall expire 18 months after recording if the applicant fails to obtain an associated building permit and make substantial construction progress. An application for extension of a final plan shall be according to section 49.15.250, development permit extension.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

49.15.960 Phased development.

- (a) *Phasing allowed.* An applicant may develop an alternative residential subdivision in phases, provided the initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire alternative residential subdivision on the neighborhood and the environment according to the standards in subsection 49.15.940.
- (b) *Completion of an individual phase.* Each phase shall be so designed and implemented that, when considered with reference to any previously constructed phases but without reference to any subsequent phases, it meets the design and density standards applicable to the entire alternative residential subdivision.

Construction and completion of open space and common facilities serving each phase in an alternative residential subdivision shall proceed at a rate no slower than that of other structures in that phase. No phase shall be eligible for final plan approval until all components of all preceding phases are substantially complete and homeowners' association documents have been approved.

- (c) *Standards for phases.* Each phase of an alternative residential subdivision shall be reviewed according to the provisions of this chapter then current. Each phase of an alternative residential subdivision shall maintain design continuity with earlier phases. At no point during a phased development shall the cumulative density exceed that established in the approved preliminary plan.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

PART II - CODE OF ORDINANCES
TITLE 49 - LAND USE
Chapter 49.70 - SPECIFIED AREA PROVISIONS
ARTICLE II. HILLSIDE DEVELOPMENT

49.15.970 Amendments to approved alternative residential subdivision plan.

- (a) *Request for amendment.* The developer of an alternative residential subdivision may request an amendment to an approved preliminary or final alternative residential subdivision plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.
- (b) *Minor amendment.* A minor amendment may be submitted without a filing fee and may be approved by the director. For purposes of this section, a minor amendment is a change consistent with the conditions of the original plan approval, and would result in:
 - (1) Insignificant change in the outward appearance of the development;
 - (2) Insignificant impacts on surrounding properties;
 - (3) Insignificant modification in the location or siting of buildings or open space;
 - (4) No reduction in the number of parking spaces below that required;
 - (5) A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.
- (c) *Major amendment.* All other amendments shall be reviewed by the commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

ARTICLE II. HILLSIDE DEVELOPMENT

49.70.200 Purposes.

The purposes of this article are to:

- (1) Ensure that hillside development provides erosion and drainage control to protect adjoining parcels;
- (2) Protect waterways from sedimentation and pollution;
- (3) Minimize injury or damage to people or property from natural or artificial hazards in hillside development; and
- (4) Minimize any adverse aesthetic impact of hillside development.

(Serial No. 87-49, § 2, 1987)

49.70.210 Applicability and scope.

- (a) This article applies to all development on hillsides in the City and Borough that involves the following:
 - (1) Removal of vegetative cover;
 - (2) Excavation of any slope in excess of 18 percent;
 - (3) Creation of a new slope in excess of 18 percent for a vertical distance of at least five feet; or
 - (4) Any hazard area identified on the landslide and avalanche area maps dated September 9, 1987, consisting of sheets 1—8, as the same may be amended from time to time by the assembly by ordinance or any other areas determined to be susceptible to geophysical hazards.
- (b) All hillside development endorsement applications shall be reviewed by the planning commission, except the following may be reviewed by the director:
 - (1) An excavation below finished grade for basements and footings of a building, a retaining wall or other structure authorized by a building permit, provided that this shall not exempt any fill made with the material from such excavation nor any excavation having an unsupported height greater than two feet after the completion of the associated structure.
 - (2) Graves.
 - (3) Mining, quarrying, excavating, processing, or stockpiling of rock, sand, gravel, aggregate or clay provided such operations do not affect the location or peak volume of runoff, the location or amount of standing water, or the lateral support for, the stresses in, or the pressure upon, any adjacent or contiguous property.
 - (4) Exploratory excavations less than 200 square feet in area and under the direction of a civil engineer with knowledge and experience in the application of geology in the design of civil work.
 - (5) An excavation which:
 - (A) Is less than two feet in depth and covers less than 200 square feet; or

-
- (B) Does not create a cut slope greater than five feet in height or steeper than one and one-half horizontal to one vertical.
 - (6) A fill less than one foot in depth and intended to support structures which fill is placed on natural terrain with a slope flatter than five horizontal to one vertical, which does not exceed 20 cubic yards on any one lot and which does not obstruct a drainage course.
 - (7) A fill less than three feet in depth and not intended to support structures which fill is placed on natural terrain on a slope flatter than five horizontal to one vertical, which does not exceed 50 cubic yards on any one lot and which does not obstruct a drainage course.
 - (8) Minor development.

(Serial No. 87-49, § 2, 1987; Serial No. 2006-15, § 22, 6-5-2006; Serial No. 2015-03(c)(am), § 51, 8-31-2015)

49.70.220 Hillside development endorsement application.

- (a) All development on hillsides shall be pursuant to a hillside development endorsement.
- (b) The developer shall apply for and obtain a hillside development endorsement prior to any site work other than land and engineering surveys and soils exploration.

(Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 52, 8-31-2015)

49.70.230 Fees.

The City and Borough shall charge the developer the gross hourly rate for professional review of the application and for inspection. The developer shall deposit one percent of the value of the site development, excluding that portion of the site determined by the engineer to be subject to a public transmission facility permit, in a specially designated reserve account, against which the City and Borough may bill its documented time and expenses. The developer shall promptly replenish this amount when requested, and no endorsement may be issued if there is any deficiency in the developer's reserve account. All unexpended funds in the reserve account shall be returned to the developer upon final approval of development or when the engineer is satisfied that the work under the hillside development endorsement has been completed and the requirements of this chapter have been met.

(Serial No. 87-49, § 2, 1987)

49.70.240 Application.

The application shall be accompanied by the following materials, which shall be signed and stamped by a civil engineer, architect, geologist or land surveyor licensed in the State of Alaska:

- (1) A vicinity map, at a clear and legible scale, showing roads, place and street names and natural waterbodies.
- (2) Site maps, showing the present condition of the site at a clear and legible scale compatible with the size of the development and including:
 - (A) Two-foot contours for flat terrain or five-foot contours for steep terrain and extending 50 feet in all directions beyond the development site; 12 percent line, 30 percent line;
 - (B) Water bodies, tidelands and drainage ways from the development site to accepting natural waterbody;

-
- (C) Lot boundaries and easements for the site and adjacent lots; and
 - (D) Existing improvements on the site and adjacent lots, including structures, roads, driveways and utility lines.
- (3) The application shall include a finished proposed site plan at a clear and legible scale that includes the following information:
- (A) Finished grade at two-foot contours for flat terrain or five-foot contours for steep terrain and extending 50 feet in all directions beyond the development site; 12 percent line, 30 percent line.
 - (B) Water bodies, tidelands and drainage ways, and temporary and permanent drainage systems from the development site to the accepting natural waterbody.
 - (C) Lot boundaries, easements and setback lines.
 - (D) The location of improvements including structures, roads, driveways, utility lines, culverts, walls and cribbing.
 - (E) Clearing limits of existing vegetative cover.
 - (F) A cross section of the development site.
- (4) The application shall include detailed engineering drawings of roads, driveways, parking areas, structural improvements for foundations, off-site stormwater runoff systems; cross sections and road elevations.
- (5) A description of the source and type of any off-site fill, and the site for depositing excess fill.
- (6) A landscaping plan, including all trees to be retained in excavation areas, all plant species and locations; temporary slope protection measures; erosion and siltation control measures; seeding or sodding materials, a planting and maintenance program; and methods of stabilization and protection of bare slopes.
- (7) An engineering geologic report, including a summary of the relevant surface and bedrock geology of the site, a discussion of active geologic processes with conclusions and recommendations regarding the effect of geologic factors on the proposed development; data regarding the nature, distribution and relevant parameters of existing soils, recommendations for grading procedures; design criteria for corrective measures as necessary, and recommendations covering the suitability of the site for the proposed development.
- (8) A work schedule, by phase.
- (9) Such other different or more detailed submissions as may be required.
- (Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 54, 8-31-2015)

49.70.250 Standards for approval.

Hillside development shall meet the following minimum standards:

- (1) *Roads.* The City and Borough road standards shall apply to hillside development, except that:
 - (A) *Modification of standards.* The engineer or planning commission may modify road standards as identified in subsections (1)(B) and (C) of this section, if:
 - (i) The developer's traffic analysis and circulation, land ownership, and development patterns indicate future use of the roadway at less than collector street levels;

-
- (ii) The modification would enable the development to meet, or more closely approximate, the criteria set forth in section 49.70.260; and either
 - (iii) The proposed road or access in question would result in a permanent cul-de-sac; or
 - (iv) A secondary access to the proposed development exists or will be developed as a part of the project.
 - (B) *Road width.* The width of a section of residential roadway may be narrowed to 20 feet, with a single four-foot pedestrian way and underground storm drain system, if:
 - (i) The section is not more than 200 feet in length, and is separated from other such sections by at least 100 feet of standard roadway;
 - (ii) No entrances, intersections or parking are allowed in the section;
 - (iii) Guard rails, if any, are designed to permit the passage of plowed snow;
 - (iv) There is at least a 200-foot line of sight along the centerline of the section;
 - (v) The section enables the development to meet, or more closely approximate, the criteria set forth in section 49.70.260;
 - (vi) Grouped off-street parking spaces are provided at the entry to the section; and
 - (vii) Adequate provision is made for storage of snow.
 - (C) *Road grade.* The grade of a section of residential roadway may be increased to a maximum of 15 percent if:
 - (i) The section is not more than 200 feet in length and separated from other such sections by at least 100 feet of roadway;
 - (ii) No entrances or intersections are allowed in the section;
 - (iii) Through intersections at the end of the section have approaches at least 50 feet long measured from the edge of the traveled way of the crossroad and are at a grade of eight percent or less; intersections requiring a full stop have approaches no less than 20 feet long at a grade of two percent or less, or no less than 50 feet long at a grade between two and six percent;
 - (iv) Any guard rails are designed to permit the passage of plowed snow;
 - (v) All sight distances conform to standards of the American Association of State Highway and Transportation Officials; and
 - (vi) The section enables the development to meet, or more closely approximate, the criteria set forth in section 49.70.260.
 - (2) *Weather.* The engineer may prohibit a developer from earthmoving during periods of very wet soil conditions, in which case the permit shall be extended by a like period.
 - (3) *Sediment.* The developer shall not allow any increase in sediment to flow off-site during or after construction if such would be likely to cause an adverse impact on a down slope lot or waterbody.
 - (4) *Peak discharge.* The developer shall ensure that during and after construction of major development, the peak discharge of all streams and natural drainage ways at the down slope boundary shall be no greater than that occurring prior to excavation.

(Serial No. 87-49, § 2, 1987)

Created: 2022-05-02 15:40:24 [EST]

(Supp. No. 139)

49.70.260 Criteria.

The commission or director shall consider the extent to which the development meets the following criteria:

- (1) *Soil erosion.* Soil disturbance and soil erosion shall be minimized and the effects thereof mitigated.
- (2) *Existing vegetation.* Depletion of existing vegetation shall be minimized.
- (3) *Contours.* The developer shall recontour the finished grade to natural-appearing contours which are at or below 30 percent or the natural angle of repose for the soil type, whichever is lower, and which will hold vegetation.
- (4) *Time of exposure and soil retention.* The developer shall minimize the period of time that soil is exposed and shall employ mats, silt blocks or other retention features to maximize soil retention.
- (5) *Replanting.* The developer shall mat, where necessary, and plant all exposed soil in grass or other soil-retaining vegetation and shall maintain the vegetation for one full growing season after planting.
- (6) *Drainage.* The developer shall minimize disturbance to the natural course of streams and drainage ways. Where disturbance is unavoidable, the developer shall provide a drainage system or structures which will minimize the possibility of sedimentation and soil erosion on-site and downstream and which will maintain or enhance the general stream characteristics, spawning quality, and other habitat features of the stream and its receiving waters. Where possible, development shall be designed so lot lines follow natural drainage ways.
- (7) *Foundations.* The developer shall ensure that buildings will be constructed on geologically safe terrain.
- (8) *Very steep slopes.* The developer shall minimize excavation on slopes over 30 percent.
- (9) *Soil retention features.* The developer shall minimize the use of constructed retention features. Where used, their visual impact shall be minimized through the use of natural aggregate or wood, variation of facade, replanted terraces, and the like.
- (10) *Wet weather periods.* The developer shall minimize exposure of soil during the periods of September 1—November 30 and March 1—May 1.

(Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 54, 8-31-2015)

49.70.270 Conditions on approval.

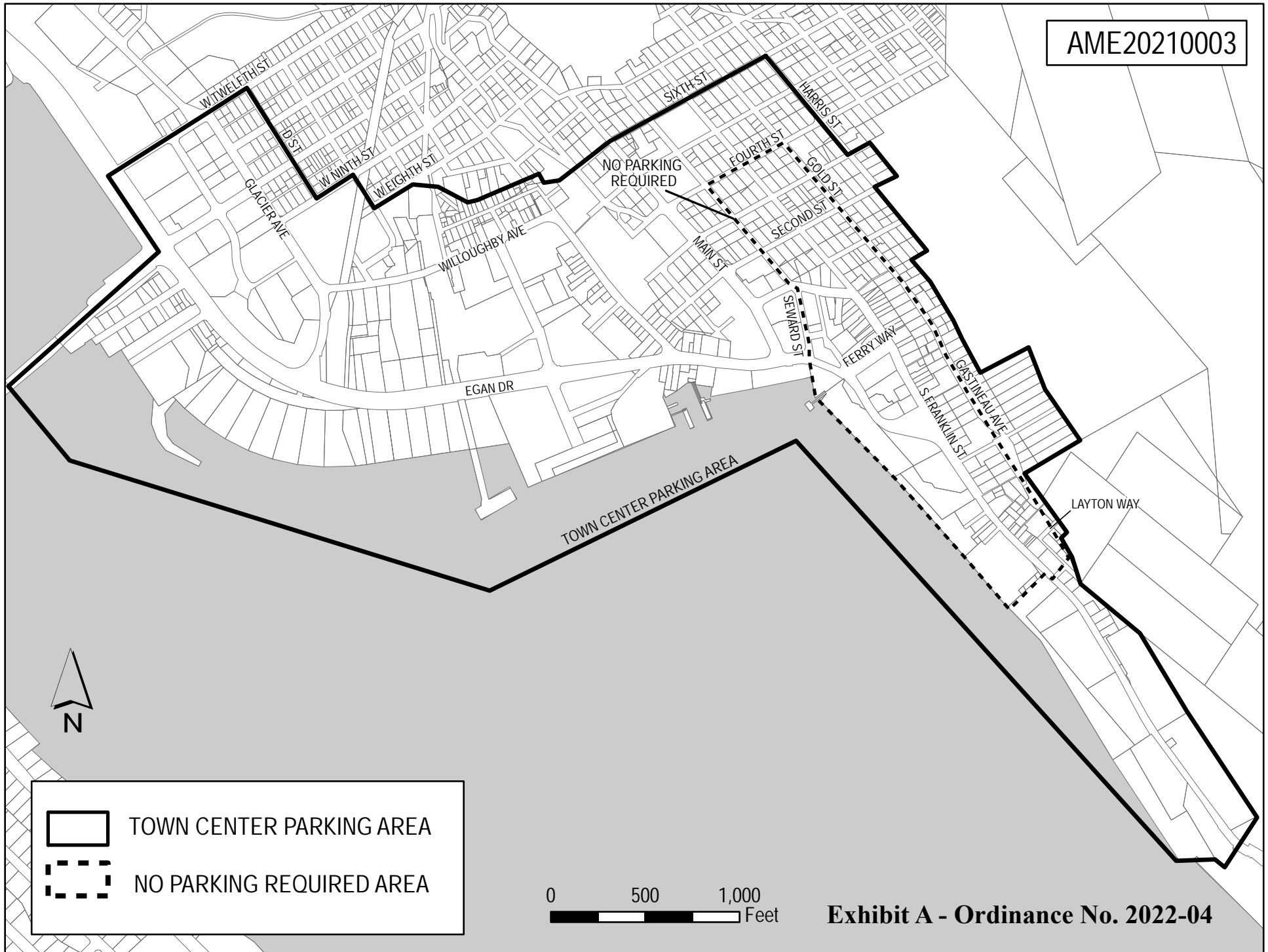
The commission or director may place conditions upon a hillside development endorsement as necessary or desirable to ensure that the spirit of this chapter will be implemented in the manner indicated in the application. Fulfillment of conditions shall be certified by the engineer. The conditions may consist of one or more of the following:

- (1) *Development schedule.* The commission or director may place a reasonable time limit on or require phasing of construction activity associated with the development or any portion thereof, in order to minimize construction-related disruption to traffic and neighbors or to ensure that the development is not used or occupied prior to substantial completion of required improvements.
- (2) *Dedications.* The commission or director may require conveyances of title or other legal or equitable interests to public entities, public utilities, a homeowner's association, or other common entities. The developer may be required to construct any public facilities, such as drainage retention areas, to City and Borough standards prior to dedication.

-
- (3) *Construction guarantees.* The commission or director may require the posting of a bond or other surety or collateral providing for whole or partial releases, in order to ensure that all required improvements are constructed as specified in the approved plans.
 - (4) *Lot size.* If justified by site topography, the commission or director may require larger lot areas than prescribed by zoning requirements.

(Serial No. 87-49, § 2, 1987; Serial No. 2015-03(c)(am), § 55, 8-31-2015)

AME20210003



Presented by: The Manager
Presented: 02/07/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-04(b)

An Ordinance Amending the Parking Requirements of the Land Use Code.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Section. CBJ 49.40 Parking and Traffic, Article II Parking and Loading, is repealed and reenacted to read:

ARTICLE II: PARKING AND LOADING

49.40.200 General applicability.

Developers must provide off-street parking spaces for automobiles in accordance with the requirements set forth in this chapter at the time any structure is erected, expanded, or when there is a change in the principal use.

(a) Special Parking Areas.

- (1) *Town Center Parking Area.* The Town Center Parking Area, as depicted in Ordinance 2022-04 is adopted. The Town Center Parking Area consists of the lots within the area bound by West Tenth Street, Egan Drive, West Twelfth Street, D Street, West Ninth Street, C Street and its projection, West Eight Street and its

1
2 projection, the rear lot lines of property between 370 through Distin Avenue, Sixth
3 Street and its projection, Harris Street, projection of Third Street, projection of East
4 Street, projection of Second Street, projection of Harris Street, the rear lot lines of
5 property between 143 and 400 Gastineau Avenue, the rear lot lines of property
6 between 511 and 889 South Franklin Street, and Gastineau Channel.

7
8 (2) *No Parking Required Area.* The No Parking Required Area, as depicted in
9 Ordinance 2022-04 is adopted. The lots within the area bound by Gastineau
10 Avenue, Fourth Street, Seward Street, Gastineau Channel, 490 South Franklin
11 Street, and Layton Way are excluded from the parking requirements of this
12 chapter. No additional parking is required for development in this area.

13 (b) *Conforming parking.* The requirements, alternatives and reductions of this chapter can
14 be combined to meet parking requirements of a development.

15 (c) *Developer responsibility.* Developer must submit documentation to demonstrate that
16 applicable parking code requirements have been met, in conformance with this chapter.

17 (d) *Owner/occupant responsibility.* The provision and maintenance of off-street parking
18 and loading spaces required in this chapter is a continuing obligation and joint responsibility of
19 the owner and occupants.
20

21 (e) *Determination.* The determination of whether the parking requirements of this chapter
22 are satisfied, with or without conditions, and deemed necessary for consistency with this title,
23 must be made by:

- 24 (1) The director for minor development;
25 (2) The commission for major development; or

(3) The commission if the development application relates to a series of applications for minor developments that, taken together, constitute major development, as determined by the director.

(f) *Expansion.* In cases of expansion of a structure on or after the effective date of Ordinance 2022-04,

(1) The number of additional off-street parking spaces required must be based on the gross floor area added.

(2) No additional parking spaces are required if the additional spaces would amount to less than ten percent of the total required for the development and amount to two or less spaces.

(3) For phased expansion, the required off-street parking spaces is the amount required for the completed development, as determined by the director.

(g) *Change in use.* In cases of a change in use on or after the effective date of Ordinance 2022-04, the number of spaces required will be based on this chapter.

(h) *Replacement and reconstruction of certain nonconforming structures.* Off-street parking requirements for the replacement and reconstruction of certain nonconforming structures in residential districts must be governed by chapter 49.30.

(i) *Mixed occupancy.* Mixed occupancy is when two or more of the parking uses in 49.40.210 share the same lot(s). For mixed occupancy, the total requirement for off-street parking facilities is the sum of the requirements for the uses computed separately.

(j) *Uses not specified.* The requirements for off-street parking in 49.20.320 are based on the requirements for the most comparable use specified, as determined by the director for minor development or by the commission for major development.

(k) *Location.* Off-street parking facilities must be located as provided in this chapter. If a distance is specified, such distance is the walking distance measured from the building being served to the parking provision. Off-street parking facilities for:

- (1) Single-family dwellings and duplexes must be on the same lot as the building served;
- (2) Multifamily dwellings may not be more than 100 feet distant, unless compliant with section 49.40.215; and
- (3) Uses other than those specified above, may be not more than 500 feet distant, unless compliant with section 49.40.215.

(l) *Off-street parking requirements for a lot accessible by air or water only.* Off-street parking requirements do not apply to a lot if it is accessible only by air or water. If the director determines that public access by automobile to the lot later becomes available, the owner of the property must be given notice and within one year must provide the required off-street parking.

49.40.210 Number of off-street parking spaces required.

(a) *General.* The minimum number of off-street parking spaces required must be as set forth in the following table. The number of spaces must be calculated and rounded down to the nearest whole number:

Use	Spaces Required in All Other Areas	Spaces Required in Town Center Parking Area
Single-family and duplex	2 per each dwelling unit	1 per each dwelling unit
Multifamily units	1 per one bedroom unit	0.4 per one bedroom unit
	1.5 per two bedroom unit	0.6 per two bedroom unit
	2.0 per three or more bedroom unit	0.8 per three or more bedroom unit
Roominghouse, boardinghouse, single-room occupancies with	1 per 2 bedrooms	1 per 5 bedrooms

Use	Spaces Required in All Other Areas	Spaces Required in Town Center Parking Area
shared facilities, bed and breakfast, halfway house, and group home		
Single-room occupancies with private facilities	1 per each single-room occupancy plus 1 additional per each increment of four single-room occupancies with private facilities	1 per 5 single-room occupancies, plus 1 per each increment of ten single-room occupancies with private facilities.
Accessory apartment	1 per each unit	0 per each unit
Motel	1 per each unit in the motel	1 per each 12 units in the motel
Hotel	1 per each four units	1 per each 12 units
Hospital and nursing home	2 per bed OR one per 400 square feet of gross floor area	2 per bed OR one per 400 square feet of gross floor area
Senior housing	0.6 parking spaces per dwelling unit	0.3 spaces per dwelling unit
Assisted living facility	0.4 parking spaces per maximum number of residents	0.4 parking spaces per maximum number of residents
Sobering center	1 parking space per 12 beds	2 parking spaces
Theater	1 for each four seats	1 for each 10 seats
Church, auditorium, and similar enclosed places of assembly	1 for each four seats in the auditorium	1 for each 10 seats in the auditorium
Bowling alley	3 per alley	1.2 per alley
Bank, office, retail commercial, salon and spa	1 per 300 square feet of gross floor area	1 per 750 square feet of gross floor area
Medical or dental clinic	1 per 200 square feet of gross floor area	1 per 400 square feet of gross floor area
Funeral Home	1 per six seats based on maximum seating capacity in main auditorium	1 per 15 seats based on maximum seating capacity in main auditorium
Warehouse, storage, and wholesale businesses	1 per 1,000 square feet of gross floor area	1 per 2,500 square feet of gross floor area
Restaurant and alcoholic beverage dispensary	1 per 200 square feet of gross floor area	1 per 750 square feet of gross floor area
Swimming pool serving general public	1 per four persons based on pool capacity	1 per 10 persons based on pool capacity
Shopping center and mall	1 per 300 square feet of gross leasable floor area	1 per 750 square feet of gross floor area
Convenience store	49.65 Article V	1 per 750 square feet of gross floor area
Watercraft moorage	1 per three moorage stalls	2 per 15 moorage stalls
Manufacturing uses; research, testing and processing, assembling, industry	1 per 1,000 square feet gross floor area except that office space must provide parking as required for offices	1 per 2,500 square feet gross floor area except that office space must provide parking as provided for offices.
Library and museum	1 per 600 square feet gross floor area	1 per 1,500 square feet of gross floor area

Use	Spaces Required in All Other Areas	Spaces Required in Town Center Parking Area
School, elementary	2 per classroom	2 per classroom
Middle school or junior high	1.5 per classroom	1.5 per classroom
High school	A minimum of 15 spaces per school; where auditorium or general assembly area is available, one per four seats; one additional space per classroom	A minimum of 15 spaces per school; where auditorium or general assembly area is available, one per four seats; one additional space per classroom
College, main campus	1 per 500 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater	1 per 500 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater
College, satellite facilities	1 per 300 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater	1 per 300 square feet of gross floor area of an enclosed area, or, where auditorium or general assembly area is available, one per four seats, whichever is greater
Repair/service station	5 spaces per bay. For facilities with two or more bays, up to 60% of the required non-accessible parking spaces may be in a stacked parking configuration.	3 spaces per bay. All but two of the required non-accessible parking spaces may be in a stacked configuration.
Post office	1 per 200 square feet gross floor area	1 per 500 square feet of floor area.
Childcare Home	49.65 Article X, cannot be varied or FIL	49.65 Article X, cannot be varied or FIL
Childcare Center	49.65 Article X, cannot be varied or FIL	49.65 Article X, cannot be varied or FIL
Indoor sports facilities, gyms	1 per 300 square feet gross floor area	1 per 750 square feet gross floor area
Mobile Food Vendors	No parking requirement	No parking requirement.
Open air food service (TPU 8.3)	1 per 400 square feet of gross floor area.	Zero

(b) *Accessible parking spaces.* Accessible parking spaces must be provided as part of the required off-street parking spaces, according to the following table (Table 49.40.210(b)). Except, Accessible parking spaces are not required for residential uses that require fewer than ten parking spaces and there are no visitor parking spaces.

Table 49.40.210(b)	
Total Parking Spaces in Lot	Required Minimum Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2 percent of total spaces
1,001 and over	20 plus 1 space for each 100 spaces over 1100 total spaces in lot

(c) *Facility loading spaces.* In addition to the required off-street parking requirements, a development must provide loading spaces as set forth in the following table:

Use	Gross Floor Area in Square Feet		Loading Space Required
	All other areas	Town Center Parking District	
Motels and hotels	5,000—29,999	6,000-60,000	1
	30,000—60,000		2
	Each additional 30,000	Each additional 30,000	1

	Gross Floor Area in Square Feet		
Use	All other areas	Town Center Parking District	Loading Space Required
Commercial	5,000—24,999	6,000-50,000	1
	25,000—50,000		2
	Each additional 30,000	Each additional 30,000	1
Industrial, manufacturing, warehousing, storage, and processing	5,000—24,999	6,000-50,000	1
	25,000—50,000		2
	Each additional 30,000	Each additional 30,000	1
Hospital	5,000—40,000	6,000-40,000	1
	Each additional 40,000	Each additional 40,000	1
School	For every two school buses		1
Home for the aged, convalescent home, correctional institution	More than 25 beds		1

49.40.215 Parking alternatives.

Parking alternatives are methods of accommodating required parking without building parking on site. A developer may apply for one or more parking alternatives. Parking alternatives may be combined with approved reductions.

1
2 (a) *Joint use.* Joint use occurs when the same off-street parking space is used to meet the
3 parking requirement of different uses at different times. Joint use of off-street parking spaces
4 may be authorized when the developer demonstrates there is no substantial conflict in the
5 principal operating hours of the structures and uses involved and subject to the following
6 requirements:

7
8 (1) Any structure or use sharing the off-street parking facilities of another structure or
9 use must be located within 500 feet of such parking facilities, unless a lesser radius
10 is identified in this chapter. A developer may apply to provide off-street parking in
11 an area greater than 500 feet distant, if approved by the commission.

12 (2) The developer demonstrates with appropriate analysis or data that there is no
13 substantial conflict in the principal operating hours of the structures or users for
14 which joint use of off-street parking facilities is proposed.

15 The developer must present to the director a written instrument, proposed by the parties
16 concerned, providing for joint use of off-street parking facilities. Upon approval by the
17 director, such instrument must be recorded by the developer and documentation of
18 recording provided to the director.

19
20 (b) *Loading spaces off-site.* The required loading space(s) may be met by an alternative
21 private off-site loading parking space, if the alternate space is determined by the director of
22 adequate capacity and proximity. In no case will the distance exceed standards established in
23 49.40.200(k).

24 **49.40.220 Parking reductions.**

25 A parking reduction reduces the required off-street parking spaces for a development. A
developer may apply for one or more parking reductions. Accessible parking spaces must not be

1
2 reduced and must be provided in accordance with subsection 49.40.210(b). Loading spaces must
3 not be reduced and must be provided in accordance with subsection 49.40.210(c).

4 (a) *Parking waivers.* The required number of parking spaces required by this chapter may be
5 reduced if the requirements of this section are met.

6 (1) *Standards.* Any waiver granted under this section must be in writing and must
7 include the following required findings and any conditions, such as public
8 amenities, imposed by the director or commission that are consistent with the
9 purpose of this title:
10

11 (A) The effect of granting a waiver would result in more benefits than
12 detriments to the neighboring area and community as a whole as identified
13 by the comprehensive plan; and

14 (B) The effect of granting a waiver will not materially endanger public health,
15 safety, or welfare.

16 (2) *Relevant information.* The following information may be relevant for the director or
17 commission's review:

18 (A) Analysis or data relevant to the intended use and related parking demands.

19 (B) Provision for alternative transportation.

20 (C) Traffic mitigation measures supported by industry standards.

21 (D) Bicycle and pedestrian amenities.

22 (3) *Applications.* Applications for parking waivers must be on a form specified by the
23 director and must be accompanied by a one-time fee as provided in 49.85.

24 (4) *Public notice.* The director must mail notice of any complete parking waiver
25 application to the owners of record of property located within a 250-foot radius of

1
2 the site seeking the waiver. If the parking waiver application is filed in conjunction
3 with a major development permit, notice of both applications should be made
4 concurrently in accordance with CBJ 49.15.230.

5 (5) *Expiration.* An approved parking waiver expires upon a change in use.

6 (b) *Town Center Parking Area, Fee-In-Lieu of off-street parking spaces.* In the Town Center
7 Parking Area, a developer may pay a one-time fee in lieu of providing off-street parking spaces
8 to satisfy the minimum parking requirements of this chapter. Fee in lieu can be used in any
9 combination with other parking provisions of this chapter. Any fee in lieu due must be paid in
10 full prior to the issuance of a temporary certificate of occupancy.

12 **49.40.225 Dimensions and signage for Required Off-Street Parking Spaces.**

13 (a) *Standard spaces.*

14 (1) Except as provided in this section, each standard parking space must consist of a
15 generally rectangular area at least 8½ feet by 17 feet. Lines demarcating parking
16 spaces may be drawn at any angle to curbs or aisles so long as the parking spaces so
17 created contain within them the rectangular area required by this section.

18 (2) Spaces parallel to the curb must be no less than 22 feet by 6½ feet.

19 (b) *Accessible spaces.*

20 (1) Each accessible parking space must consist of a generally rectangular area at least
21 13 feet by 17 feet, including an access aisle of at least 5 feet by 17 feet. Two
22 accessible parking spaces may share a common access aisle.

23 (2) One in every eight accessible parking spaces, but not less than one, must be served
24 by an access aisle with a width of at least eight feet and must be designated “van-
25 accessible.”

1
2 (3) Accessible parking spaces must be designated as reserved by a sign showing the
3 symbol of accessibility. "Van-accessible" parking spaces must have an additional
4 sign designating the parking space as "van-accessible" mounted below the symbol of
5 accessibility. A sign must be located so it cannot be obscured by a vehicle parked in
6 the space.

7
8 (4) Access aisles for accessible parking spaces must be located on the shortest
9 accessible route of travel from parking area to an accessible entrance.

10 (c) *Facility loading spaces.*

11 (1) Each off-street loading space must be not less than 30 feet by 12 feet, must have an
12 unobstructed height of 14 feet 6 inches, and must be permanently available for
13 loading.

14 **49.40.230 Parking area and site circulation review procedures.**

15 (a) *Purpose.* The purpose of these review procedures is to ensure that proposed parking and
16 related site access areas provide for adequate vehicular and pedestrian access and circulation;
17 that parking spaces are usable, safe, and conveniently arranged; that sufficient consideration
18 has been given to off-street loading and unloading; and that the parking area will be properly
19 drained, lighted, and landscaped.

20
21 (b) *Plan submittal.* Development applications must include plans for parking and loading
22 spaces. Major development applications must include plans prepared by a professional engineer
23 or architect. These plans may be part of a plan submission prepared in conjunction with the
24 required review of another aspect of the proposed development.

25 (1) *Contents.* The plans must contain the following information:

- 1
- 2 (A) Parking and loading space plans drawn to scale and adequate to show
- 3 clearly the circulation pattern and parking area function;
- 4 (B) Existing and proposed parking and loading spaces with dimensions, traffic
- 5 patterns, access aisles, and curb radii;
- 6 (C) Improvements including roads, curbs, bumpers and sidewalks indicated with
- 7 cross sections, designs, details, and dimensions;
- 8 (D) A parking schedule indicating the number of parking spaces required, the
- 9 number provided, and how such calculations were determined;
- 10 (E) Topography showing existing and proposed contour intervals; and
- 11 (F) Landscaping, lighting and sign details, if not provided in conjunction with
- 12 the required review of another aspect of the proposed development.
- 13

14 (2) *Waiver of information.* The director may waive submission of any required exhibits.

15 (c) *Review procedure.* Plans must be reviewed and approved according to the procedures of

16 this chapter and chapter 49.15.

17 (d) *Public improvements required.* As a condition of plan approval, the department may

18 require a bond approved as to form by the municipal attorney for the purpose of ensuring the

19 installation of off-site public improvements. As a condition of plan approval, the applicant is

20 required to pay the cost of providing reasonable and necessary public improvements located

21 outside the property limits of the development but necessitated by construction or

22 improvements within such development.

23

24 **49.40.230 Parking and circulation standards.**

25 (a) *Purpose.* Provisions for pedestrian and vehicular traffic movement within and adjacent

to the site must address layout of parking areas, off-street loading and unloading needs, and the

1
2 movement of people, goods, and vehicles from access roads, within the site, and between
3 buildings and vehicles. Parking areas must be landscaped and must feature safely-arranged
4 parking spaces.

5 (b) *Off-street parking and loading spaces; design standards.*

- 6 (1) Access. There must be adequate ingress and egress from parking spaces. The
7 required width of access drives for driveways must be determined as part of plan
8 review depending on use, topography and similar considerations.
9
10 (2) Size of aisles. The width of aisles providing direct access to individual parking stalls
11 must be in accordance with the following table. Other angles may be approved by
12 the director that satisfy the needs of this chapter.

13

Parking Angle	0°	30°	45°	60°	90°
One-way traffic aisle width	13'	11'	13'	18'	24'
Two-way traffic aisle width	19'	20'	21'	23'	24'

14
15
16
17
18

- 19 (3) Location in different zones. No access drive, driveway or other means of ingress or
20 egress may be located in any residential zone if it provides access to uses other than
21 those permitted in such residential zone.
22
23 (4) Sidewalks and curbing. Sidewalks must be provided with a minimum width of four
24 feet of passable area and must be raised six inches or more above the parking area
25 except when crossing streets or driveways. Guardrails and wheel stops permanently
anchored to the ground must be provided in appropriate locations. Parked vehicles

1
2 must not overhang or extend over sidewalk areas, unless an additional sidewalk
3 width of two feet is provided to accommodate such overhang.

4 (5) Stacked parking. Stacked parking spaces may only be counted as required parking
5 spaces for single-family residences, duplexes, and as otherwise specified for specific
6 uses. In the case of single-family residences and duplexes with or without accessory
7 uses and child care homes in a residential district, only a single parking space per
8 dwelling unit may be a stacked parking space.

9
10 (6) Back-out parking. Parking space aisles must provide adequate space for turning
11 and maneuvering on-site to prevent back-out parking onto a right-of-way. If the
12 director or the commission, when the commission has authority, determines back-
13 out parking would not unreasonably interfere with the public health and safety of
14 the parking space aisles and adjacent right-of-way traffic, back-out parking is
15 allowed in the following circumstance:

- 16 (A) In the case of single-family dwellings and duplexes with or without accessory
17 uses located in residential and rural reserve zoning districts;
18 (B) Where the right-of-way is an alley; or
19 (C) In the case of a child care home in a residential district.
20

21 (c) *Drainage.*

22 (1) Parking areas must be suitably drained.

23 (2) Off-site drainage facilities and structures requiring expansion, modification, or
24 reconstruction in part or in whole as the result of the proposed development must
25 be subject to off-site improvement requirements and standards as established by
the city.

1
2 (d) *Lighting.* Parking areas must be suitably lighted. Lighting fixtures must be “full cutoff”
3 styles that direct light only onto the subject parcel.

4 (e) *Markings and access.* Parking stalls, driveways, aisles and emergency access areas and
5 routes must be clearly marked.

6 (f) *General circulation and parking design.*

7
8 (1) Parking space allocations must be oriented to specific buildings. Parking areas
9 must be linked by walkways to the buildings they serve.

10 (2) Where pedestrians must cross service roads or access roads to reach parking areas,
11 crosswalks must be clearly designated by pavement markings or signs. Crosswalk
12 surfaces must be raised slightly to designate them to drivers, unless drainage
13 problems would result.

14
15 **Section 3. Amendment of Section.** CBJ 49.65.530 Standards, is amended to read:
16 **49.65.530 Standards.**

17 (a) Stores may be approved in each of the areas shown on the convenience store use area
18 maps A—B.

19 (b) Video rentals, a laundromat, and an automatic teller machine may be permitted as
20 accessory uses. Automobile fuel sales may be permitted as an accessory use in locations with
21 adequate space for queuing. The retail area for liquor sales may occupy no more than 50
22 percent of the gross floor area. Automotive service and exterior merchandising shall not be
23 permitted. Drive-up window service may be permitted only if vehicle queues will not extend into
24 adjacent streets.
25

1
2 (c) Except as authorized by the bonus provisions of this article, gross floor area shall be
3 limited to 3,000 square feet.

4 (d) Vehicle access must be directly from an arterial or collector, and not from a local street.

5 (e) Height shall be limited to one story except that a second story may be allowed for
6 residential use and for accessory office and storage uses, provided that any storage use must
7 relate directly to the primary permitted use.

8 (f) The site perimeter and parking area shall be landscaped and screened with live material
9 installed within ten months of the date of final construction permit approval or issuance of a
10 certificate of occupancy, whichever is the later. The commission may authorize a bond or other
11 security or collateral required pursuant to CBJ 49.15.330(g)(5) a provision specifying that the
12 bond shall be forfeited if landscaping is not complete by the time required or if any plants dying
13 within one year of installation are not replaced. Development abutting a lot zoned for
14 residential use shall include landscaped strips or landscape boxes at least five feet wide unless
15 the applicant demonstrates that a narrower landscape strip meets the intent of this section.
16 The strips shall be covered with ground cover and shall be maintained throughout the year such
17 that:
18

- 19
20 (1) On a property line shared with the residential lot the strip shall include a
21 continuous shrub screen, fence, or both, six feet high and 95% opaque. The screen
22 shall include one tree at least six feet high at installation per 30 lineal feet;
23 (2) On a property line adjacent to a street the strip shall include a continuous low
24 shrub screen on a berm or other raised facility which is at least five feet wide,
25 landscaped at a slope not greater than the natural angle of repose, and consistent
with sight distance requirements for vehicle egress. The strip width may be reduced

1
2 to not less than 18 inches to accommodate planter boxes and sight obscuring fences.

3 The screen shall include one tree per 30 lineal feet;

- 4 (3) On all other property lines except those along driveways the strip shall include a
5 continuous low shrub screen with one tree per 30 lineal feet at least six feet high at
6 installation.

7
8 (g) Outside of the Town Center Parking Area, the minimum off-street parking requirement
9 shall be one space per 250 square feet of gross floor area.

10 (h) Exterior bear-resistant public litter cans shall be provided.

11 (i) The exterior building appearance, including siding, roofline, windows, paint colors, and
12 building massing shall be compatible on all sides with surrounding uses.

13 (j) Exterior lighting may not shed light or glare above the roofline of the building or beyond
14 the property line of the site.

15 (k) The building shall be set back from any property line shared with a residentially zoned
16 parcel by a distance of 20 feet or the distance required by the underlying zoning district,
17 whichever is greater.

18 (l) No more than 80 percent of the lot shall be covered by an impervious surface.

19 (m) The layout of the store shall provide for views from the cash register of bicycle racks,
20 telephones, seating areas, and other exterior public amenities.

21 (n) The parking lot shall be paved and striped with spaces and a circulation pattern.

22 (o) Headlight glare shall not be permitted onto residentially-zoned lots adjacent to the site.

23 (p) Liquor sales shall not be permitted from drive-in window(s).
24
25

1
2 **Section 4. Amendment of Section.** CBJ 49.80.120 Definitions, is amended to
3 include the following new definitions in alphabetical order, to read:

4 **49.80.120 Definitions.**

5 The following words, terms and phrases, when used in this title, shall have the meanings
6 ascribed to them in this section, except where the context clearly indicates a different meaning:

7 ...

8
9 Mobile food vendor means a type of food service that is located in a vehicle, trailer or cart, and
10 is capable of moving easily daily. Unless a push cart, these units must be capable of being
11 licensed by the state as a motor vehicle, and can be moved without special conditions (such as a
12 pilot car, flagging, or restricted hours of movement). Mobile units must completely retain their
13 mobility at all times.

14 ...

15 Open air food service means a food service located in a structure or area that does not have a
16 permanent means of heat. (Note that woodstoves are not considered a permanent means of heat
17 by the building code official). The director can extend the operation period for cause, such as
18 extended tourist season, community event, or emergency provisions.

19
20 ...

21 Walking distance is the distance measured by the shortest route, using pedestrian facilities,
22 from the public entrance of the building in which a use occurs to the outer boundaries of
23 another use.

24 ...



DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications.

To be completed by Applicant	PROPERTY LOCATION		
	Physical Address		
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot)		
	Parcel Number(s)		
	This property located in the downtown historic district This property located in a mapped hazard area, if so, which _____		
	LANDOWNER/ LESSEE		
	Property Owner	Contact Person	
	Mailing Address	Phone Number(s)	
	E-mail Address		
	LANDOWNER/ LESSEE CONSENT Required for Planning Permits, not needed on Building/ Engineering Permits		
<p>I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows:</p> <p>A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.</p> <p>B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.</p>			
<p>X _____ Landowner/Lessee Signature Date</p> <p>X _____ Landowner/Lessee Signature Date</p>			
<p>NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.</p>			
APPLICANT If the same as OWNER, write "SAME"			
Applicant	Contact Person		
Mailing Address	Phone Number(s)		
E-mail Address			
<p>X _____ Applicant's Signature Date of Application</p>			

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Attachment A - Application Packet

Intake Initials
Case Number
Date Received



ALLOWABLE/CONDITIONAL USE PERMIT APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant

PROJECT SUMMARY

TYPE OF ALLOWABLE OR CONDITIONAL USE PERMIT REQUESTED

Accessory Apartment – Accessory Apartment Application (AAP)

Use Listed in 49.25.300 – Table of Permissible Uses (USE)

Table of Permissible Uses Category: _____

IS THIS A MODIFICATION or EXTENSION OF AN EXISTING APPROVAL?

YES – Case # _____

NO

UTILITIES PROPOSED

WATER:

Public

On Site

SEWER:

Public

On Site

SITE AND BUILDING SPECIFICS

Total Area of Lot _____ square feet

Total Area of Existing Structure(s) _____ square feet

Total Area of Proposed Structure(s) _____ square feet

EXTERNAL LIGHTING

Existing to remain

No

Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures

Proposed

No

Yes – Provide fixture information, cutoff sheets, and location of lighting fixtures

ALL REQUIRED DOCUMENTS ATTACHED

If this is a modification or extension include:

Narrative including:

Current use of land or building(s)

Description of project, project site, circulation, traffic etc.

Proposed use of land or building(s)

How the proposed use complies with the Comprehensive Plan

Notice of Decision and case number

Justification for the modification or extension

Application submitted at least 30 days before expiration date

Plans including:

Site plan

Floor plan(s)

Elevation view of existing and proposed buildings

Proposed vegetative cover

Existing and proposed parking areas and proposed traffic circulation

Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

ALLOWABLE/CONDITIONAL USE FEES

	Fees	Check No.	Receipt	Date
Application Fees	\$ _____			
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign Fee	\$ _____			
Pub. Not. Sign Deposit	\$ _____			
Total Fee	\$ _____			

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Attachment A - Application Packet

Case Number

Date Received

Allowable/Conditional Use Permit Application Instructions

Allowable Use permits are outlined in CBJ 49.15.320, Conditional Use permits are outline in CBJ 49.15.330

Pre-Application Conference: A pre-application conference is required prior to submitting an application. There is no fee for a pre-application conference. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via e-mail at permits@juneau.org.

Application: An application for an Allowable/Conditional Use Permit will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Allowable/Conditional Use Permit Application and Development Permit Application forms.
2. **Fees:** Fees generally range from \$350 to \$1,600. Any development, work, or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** All plans are to be drawn to scale and clearly show the items listed below:
 - A. Site plan, floor plan and elevation views of existing and proposed structures
 - B. Existing and proposed parking areas, including dimensions of the spaces, aisle width and driveway entrances
 - C. Proposed traffic circulation within the site including access/egress points and traffic control devices
 - D. Existing and proposed lighting (including cut sheets for each type of lighting)
 - E. Existing and proposed vegetation with location, area, height and type of plantings
 - F. Existing physical features of the site (i.e. drainage, eagle trees, hazard areas, salmon streams, wetlands, etc.)

Document Format: All materials submitted as part of an application shall be submitted in either of the following formats:

1. Electronic copies in the following formats: .doc, .txt, .xls, .bmp, .pdf, .jpg, .gif, .xlm, .rtf (other formats may be preapproved by the Community Development Department).
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Application Review & Hearing Procedure: Once the application is determined to be complete, the Community Development Department will initiate the review and scheduling of the application. This process includes:

Review: As part of the review process the Community Development Department will evaluate the application for consistency with all applicable City & Borough of Juneau codes and adopted plans. Depending on unique characteristics of the permit request the application may be required to be reviewed by other municipal boards and committees. During this review period, the Community Development Department also sends all applications out for a 15-day agency review period. Review comments may require the applicant to provide additional information, clarification, or submit modifications/alterations for the proposed project.

Hearing: All Allowable/Conditional Use Permit Applications must be reviewed by the Planning Commission for vote. Once an application has been deemed complete and has been reviewed by all applicable parties the Community Development Department will schedule the requested permit for the next appropriate meeting.

Public Notice Responsibilities: Allowable/Conditional Use requests must be given proper public notice as outlined in CBJ 49.15.230:

The Community Development Department will give notice of the pending Planning Commission meeting and its agenda in the local newspaper a minimum of 10-days prior to the meeting. Furthermore, CDD will mail notices to all property owners within 500-feet of the project site.

The Applicant will post a sign on the site at least 14 days prior to the meeting. The sign shall be visible from a public right-of-way or where determined appropriate by CDD. Signs may be produced by the Community Development Department for a preparation fee of \$50, and a \$100 deposit that will be refunded in full if the sign is returned within seven days of the scheduled hearing date. If the sign is returned between eight and 14 days of the scheduled hearing \$50 may be refunded. The Applicant may make and erect their own sign. Please contact the Community Development Department for more information.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



ALTERNATIVE RESIDENTIAL SUBDIVISION APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

PROJECT SUMMARY

TYPE OF ALTERNATIVE RESIDENTIAL SUBDIVISION APPROVAL REQUESTED (please see submittal requirements on reverse)

Alternative Residential Subdivision (ARP)
Preliminary Plan Approval

Alternative Residential Subdivision (ARF)
Final Plan Approval (or Extension)

Amendment to Approved (ARP)
Preliminary Plan*

Amendment to Approved (ARF)
Final Plan*

* Minor amendments will be reviewed by the Director; Major amendments will be reviewed by the Planning Commission.

LEGAL DESCRIPTION(S) OF PROPERTY INVOLVED

Number of Existing Parcels _____

Total Land Area _____

Number of Resulting Parcels _____

PROPOSED USE OF LAND AND BUILDING(S)

Zoning District(s) _____

Percent Open Space _____

Right-of-Way Frontage Proposed _____

Percent Buffer _____

Number of Dwelling Units Proposed _____

Density Proposed _____

Parking Proposed _____

Density Bonus YES NO

ALL REQUIRED MATERIALS ATTACHED

Complete application per CBJ 49.15.940 (preliminary) or CBJ 49.15.950 (final)

Pre-Application Conference notes

Narrative including:

Current use of land or building(s)

Unique characteristics of land or building(s)

How the proposed project conforms to the Comprehensive Plan and CBJ Title 49 How the proposed project effects public health, safety, and welfare

How the proposed project is in harmony with the surrounding neighborhood

Preliminary development plan (detailed on page 2)

Density Bonus

Open Space

Stream Setback

Lower Income Households / Workforce Households

Unusual Enhancements

Public Right-of-Way Access

Shared Use Pathways

5-Star Plus Energy Efficiency

6-Star Energy Efficiency

High-efficiency Primary Heating Methods

To be completed by Applicant

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Attachment A - Application Packet

Case Number

Date Received

Alternative Residential Subdivision Application Instructions

Alternative Residential Subdivision outlined in CBJ 49.15.900

Each application for an Alternative Residential Subdivision is reviewed by the Planning Commission at a public hearing. The permit procedure is intended to provide the Commission the flexibility necessary to make decisions tailored to individual applications. The Commission may stipulate conditions to mitigate external adverse impacts from the proposed use. If it is determined that these impacts cannot be satisfactorily overcome, the permit shall be denied.

Pre-Application Conference: A pre-application conference is required prior to submitting an application. The applicant will meet with City & Borough of Juneau and Agency staff to discuss the proposed development, the permit procedure, and to determine the application fees. To schedule a pre-application conference, please contact the Permit Center at 586-0770 or via email at Permits@juneau.org.

Application: An application for an Alternative Residential Subdivision will not be accepted by the Community Development Department until it is determined to be complete. The items needed for a complete application are:

1. **Forms:** Completed Alternative Residential Subdivision Application and a Development Permit Application forms.
2. **Fees:** The fee is dependent upon the number of residential structures involved. Any development, work or use done without a permit issued will be subject to double fees. All fees are subject to change.
3. **Project Narrative:** A detailed narrative describing the project.
4. **Plans:** outlined in CBJ 49.15.940(b)(2).
 - a. The amount of land for housing, open space, buffer, access, parking, and pedestrian circulation
 - b. The number and types of housing units and proposed density
 - c. The natural features to be protected and hazards to be avoided
 - d. The public, if any, and private services to be provided

Document Format: All materials submitted as part of an application shall be submitted in either of the following formats:

1. Electronic copies;
2. Paper copies 11" X 17" or smaller (larger paper size may be preapproved by the Community Development Department).

Preliminary Plan Approval

Application Review & Hearing Procedure:

Review: The Community Development Department shall determine when the Alternative Residential Subdivision Application is complete and advise the developer. Within 60 days of determining that an application is complete, the Director shall schedule the preliminary plan for a public hearing.

Hearing: All Alternative Residential Subdivision applications must be reviewed by the Planning Commission. The Commission shall review the preliminary plan and approve, approve with conditions, or deny pursuant to 49.15.940.

Public Notice Responsibilities: As part of the Preliminary Plan Approval, proper public notice must be given as outlined in CBJ 49.15.230 which consists of the following:

The Community Development Department will give notice of the pending Planning Commission meeting and its agenda in the local newspaper a minimum of 10-days prior to the meeting. Furthermore, the department will mail abutters notices to all property owners within 500-feet of the project site.

The Applicant will post a sign on the site at least 14 days prior to the meeting. The sign shall be visible from a public right-of-way or where determined appropriate by CDD. Signs may be produced by the Community Development Department for a preparation fee of \$50, and a \$100 deposit that will be refunded in full if the sign is returned within seven days of the scheduled hearing date. If the sign is returned between eight and 14 days of the scheduled hearing \$50 may be refunded. The Applicant may make and erect their own sign. Please speak with the Community Development Department for more information.

Final Plan Approval

After completion of all conditions and Commission approval of the preliminary plan in accordance with the Conditional Use permit procedures, the final plan shall be submitted for review and approval according to the following:

1. An application, fee, and a final plan must be submitted for Commission review.
2. Formation of a homeowners' association, or similar entity, is required, outlined in CBJ 49.15.950(b)(1)-(4).
3. The Commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.

Attachment A - Application Packet

Phased Development: An applicant may develop an Alternative Residential Subdivision in phases, provided:

1. The initial application includes a preliminary development plan sufficient to assess the cumulative effects of the entire Alternative Residential Subdivision on the neighborhood and the environment according to the standards in subsection 49.15.940.
2. Each phase shall be so designed and implemented that, when considered with reference to any previously constructed phases but without reference to any subsequent phases, it meets the design standards applicable to the entire Alternative Residential Subdivision. Construction and completion of open space and common facilities serving each phase in an Alternative Residential Subdivision shall proceed at a rate no slower than that of other structures in the phase. No phase shall be eligible for final plan approval until all components of all preceding phases are substantially complete and homeowners' association documents have been approved.
3. Each phase of an Alternative Residential Subdivision shall be reviewed according to the provisions of this chapter then current. Each phase of an Alternative Residential Subdivision shall maintain design continuity with earlier phases. At no point during a phased development shall the cumulative density exceed that established in the approved preliminary plan.

Amendments

The developer of an Alternative Residential Subdivision may request an amendment to an approved preliminary or final Alternative Residential Subdivision plan. The request shall state the reasons for the amendment and shall be submitted in writing to the director, who shall inform the developer within 15 days whether the request shall be processed as a minor amendment or major amendment.

1. A minor amendment is a change consistent with the conditions of the original plan approval and would result in:
 - a. Insignificant change in the outward appearance of the development;
 - b. Insignificant impacts on surrounding properties;
 - c. Insignificant modification in the location or siting of buildings or open space;
 - d. No reduction in the number of parking spaces below that required;
 - e. A delay of no more than one year in the construction or completion schedule for the project or, in the case of a phased project, the phase for which the amendment is requested.
2. All other amendments shall be reviewed by the Commission upon payment of a filing fee and in accordance with the requirements of the original plan approval.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



PARKING WAIVER APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.

To be completed by Applicant	PROJECT SUMMARY
	TYPE OF PARKING WAIVER REQUESTED (check one)
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>MINOR DEVELOPMENT</u> Parking Waiver Departmental Review (PWD) </div> <div style="width: 45%;"> <u>MAJOR DEVELOPMENT</u> Parking Waiver Planning Commission Review (PWP) </div> </div>
	DEVELOPMENT FOR WHICH THE PARKING IS REQUIRED (check one)
	Existing _____ Proposed – Related Case Number: _____
	NUMBER OF REQUIRED PARKING SPACES PER CBJ 49.40.210(A)
For Residential Uses: _____ spaces For Non-Residential Uses: _____ spaces	
NUMBER OF PARKING SPACES THAT WILL BE PROVIDED	
For Residential Uses: _____ spaces For Non-Residential Uses: _____ spaces	
ALL REQUIRED MATERIALS ATTACHED	
Complete application per CBJ 49.15 and CBJ 49.40.210(d)(6) Narrative including: Why the parking waiver is being requested? How the requested waiver meets items 1-4 on page 2	

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

PARKING WAIVER FEES			
Residential Spaces	_____	Non-Residential Spaces	_____
Residential Fee	\$ _____	Non-Residential Fee	\$ _____
Total Residential	\$ _____	Total Non-Residential	\$ _____
Total Fee		\$ _____	

This form and all documents associated with it are public record once submitted.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

For assistance filling out this form, contact the Permit Center at 586-0770.

Attachment A - Application Packet

Case Number	Date Received

Parking Waiver Information

Parking waivers are outlined in CBJ 49.40.210(d)(6)

Parking Waivers are pursuant to 49.40.210(d) Exceptions (6) Parking Waivers. The required number of non-accessible parking spaces required by this section may be reduced if the requirements of this subsection are met. The determination of whether these requirements are met, with or without conditions, deemed necessary for consistency with this title, shall be made by the Director of the Community Development Department in the case of minor development; the Planning Commission in the case of major development; and the Planning Commission if the application relates to a series of applications for minor developments that, taken together, constitute major development, as determined by the director.

Any waiver granted under this subsection shall be in writing and shall include the following required findings and any conditions, such as public amenities, imposed by the director or commission that are consistent with the purpose of this title:

- (1) The granting of the waiver would result in more benefits than detriments to the community as a whole as identified by the comprehensive plan;
 - (2) The development is located outside of the PD-1 parking district, PD-2 parking district, and Downtown Fee in Lieu of Parking District Map areas;
 - (3) Granting the waiver will not result in adverse impacts to property in the neighboring area; and
 - (4) The waiver will not materially endanger public health, safety, or welfare.
- Applications for parking waivers shall be on a form specified by the director and shall be accompanied by a one-time fee of \$400. If the application is filed in conjunction with a major development permit, the fee shall be reduced by 20 percent.
 - The director shall mail notice of any complete parking waiver application to the owners of record of all property located within a 250 foot radius of the site seeking the waiver. If the parking waiver application is filed in conjunction with a major development permit, notice of both applications shall be made concurrently in accordance with CBJ 49.15.230.

Approved parking waivers shall expire upon a change in use.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Project Narrative

Ridgeview Subdivision 7400 Glacier Highway

Legal description of property to be subdivided:

USS 1568, Tract B1, Juneau Recording District, First Judicial District

Existing structures on the land:

There are no existing structures.

Zoning district:

D18 Multi Family

Density:

18-units/acre with density bonuses awarded in ARS Preliminary Plan.

Access:

Glacier Highway

Current and proposed use of any structures:

There are no current structures on the property. The proposed use of the structures to be built on the subdivision is multi-family housing with condominiums/apartments and townhomes.

Utilities available:

Yes, utilities are available along Glacier Highway.

Unique characteristics of the land or structure(s):

There are steep grades on portions of the property.

The Planning Commission approved the Final Plan application on December 15, 2022, File No. ARF2022 0001 and Amendment 1 on February 18, 2023, File No. ARF2023 001.

Reason for this amendment:

This amendment is to eliminate the eight (8) garages within the buildings on Unit Lots B, C and D and increase surface parking stalls to replace the garages along with additional stalls due to a change in the unit mix. The open space, minimum parking and other requirements established in ARF2022 0001 have been maintained with this change; and there are no changes to the conditions of approval.

Table 1 – Phase 1 Parking Analysis

	Units	One Bedroom	Two Bedroom	Three Bedroom	Total Parking Required	Garage Parking	Surface Parking Needed	Surface Parking Provided	Total Parking Provided	ADA Required	ADA Provided
Unit Lot A	24	16	8	0	28	8	20				
Unit Lot B	24	10	8	6	34	0	34				
Unit Lot C	24	10	8	6	34	0	34				
Unit Lot D	24	10	8	6	34	0	34				
Total	96	46	32	18	130	8	122	127	135	5	5

Project Narrative

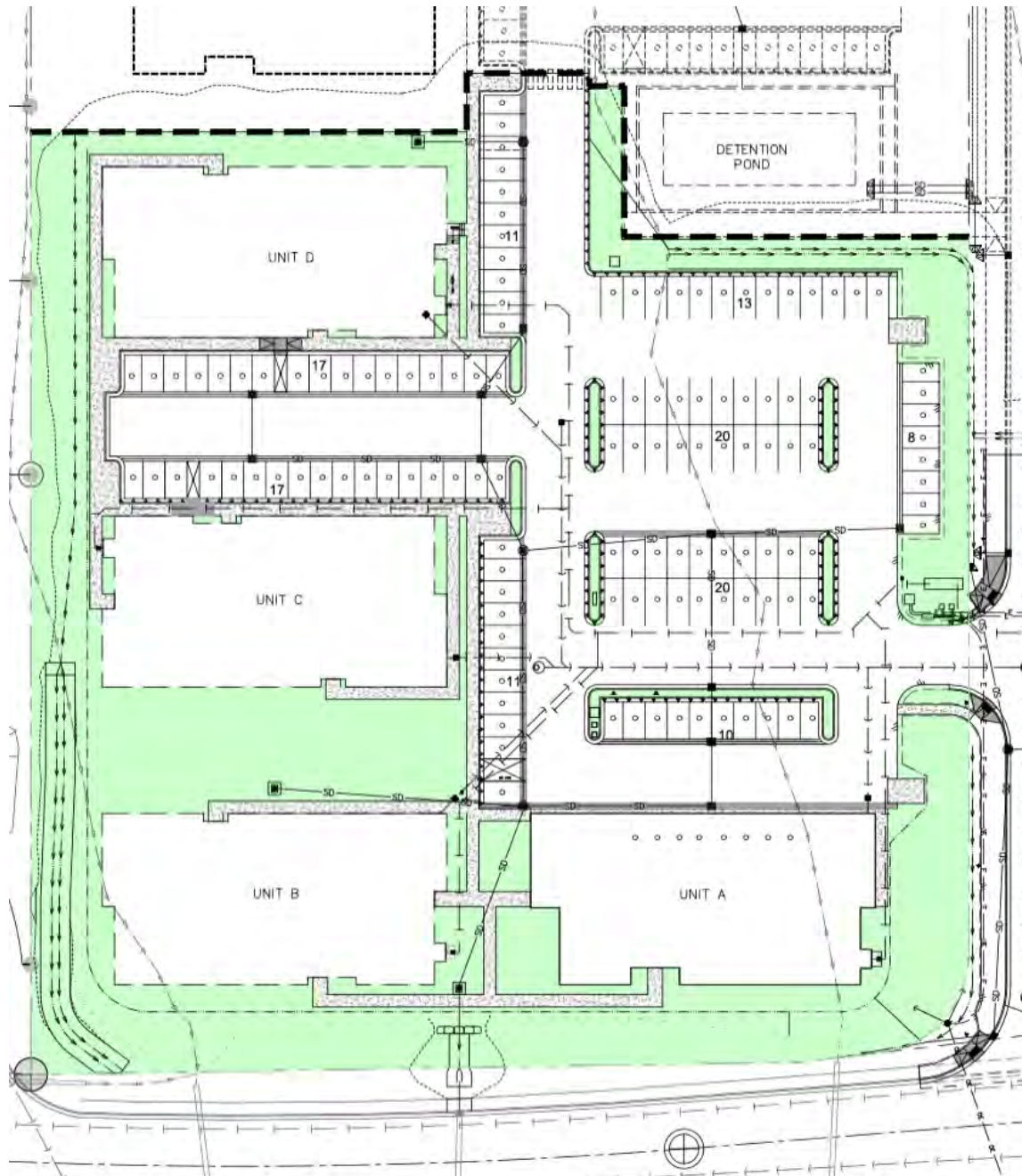
Table 2 – Phase 1 Open Space

	Total Area	Open Space Area	% Open
Phase 1	139,013 SF	43,309 SF	31.20%

These changes maintain the required buffer with the Vista Del Sol neighbors; and, as a benefit to the project due to this change is consolidating the detention pond and increasing the separation from Unit Lot D.

The changes are illustrated in the following graphic.

Original Submission



Original Submission



ISSUE DATE

PROJECT NUMBER

PLAN INFORMATION

12/1/2023

AK21001


NO.

REVISION

DATE

XXXX

XXXX-XX-XX




BLUE STAKES OF UTAH

UTILITY NOTIFICATION CENTER, INC.

1-800-662-4111

www.bstakessg.com



0'

10'

20'

40'

80'

GRAPHIC SCALE: 1" = 20'

ALASKA 20 ACRE


JUNEAU, ALASKA

Attachment A - Application Packet

PCI

ATT: ISAAC JOHNSON 801-358-5381

ISAAC@PKJDGROUP.COM




DESIGN GROUP

3450 N. TRIUMPH BLVD., SUITE 102

LEHI, UTAH 84043 (801) 763-5644

www.pkjdesigngroup.com



LANDSCAPE PLAN COLOR

PRELIMINARY PLANS NOT FOR CONSTRUCTION

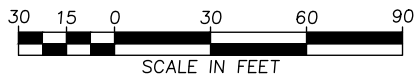
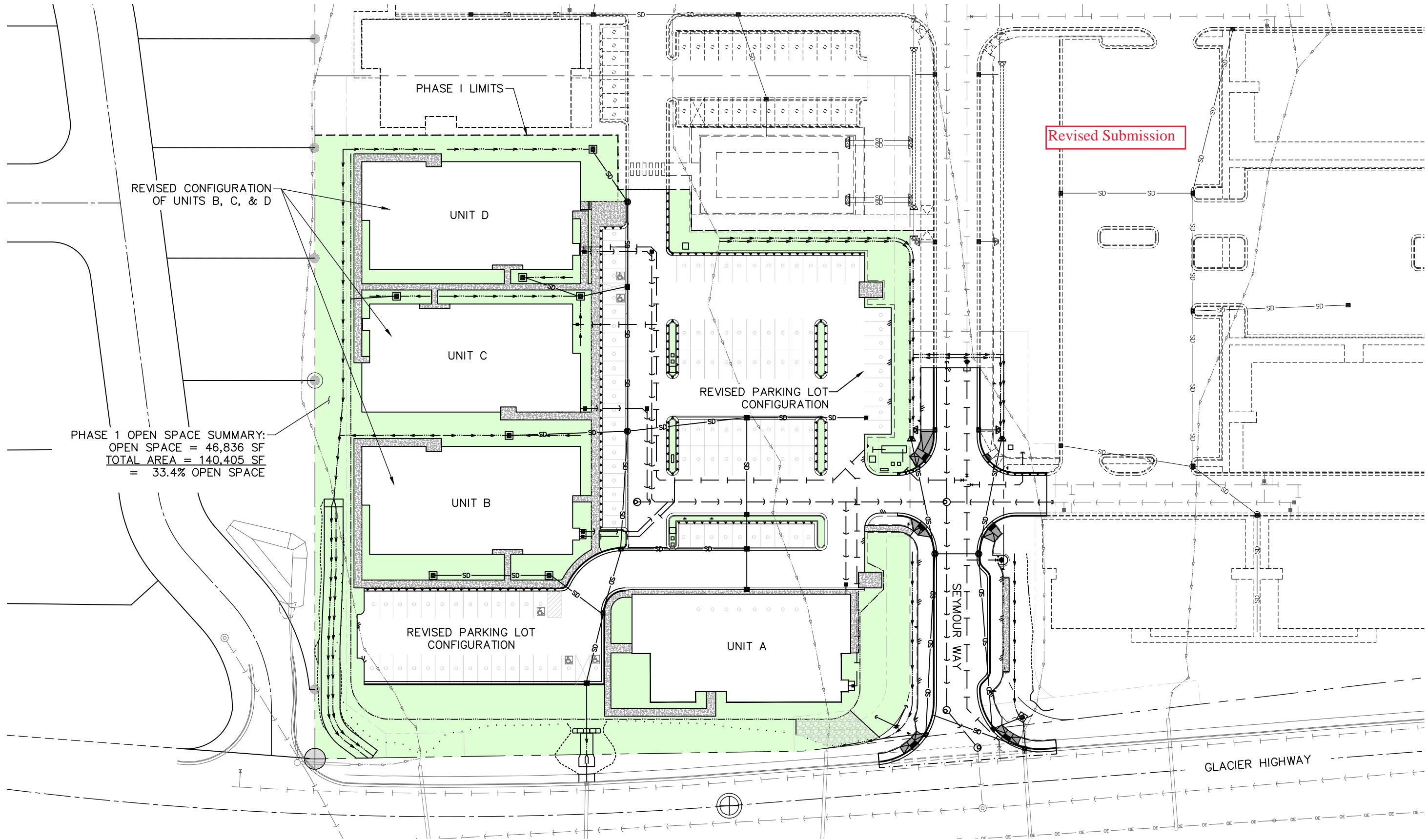
LP-COLOR

JTA

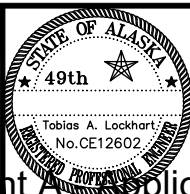
ACP

MA

12/1/2023



REVISIONS		
No.	DATE	DESCRIPTION



HOMESHORE
ENGINEERING, LLC

6035 Sunset Street
Juneau, Alaska 99801
907-463-5395

Toby Lockhart
toby@homeshorellc.com
Candy Sims
candy@homeshorellc.com

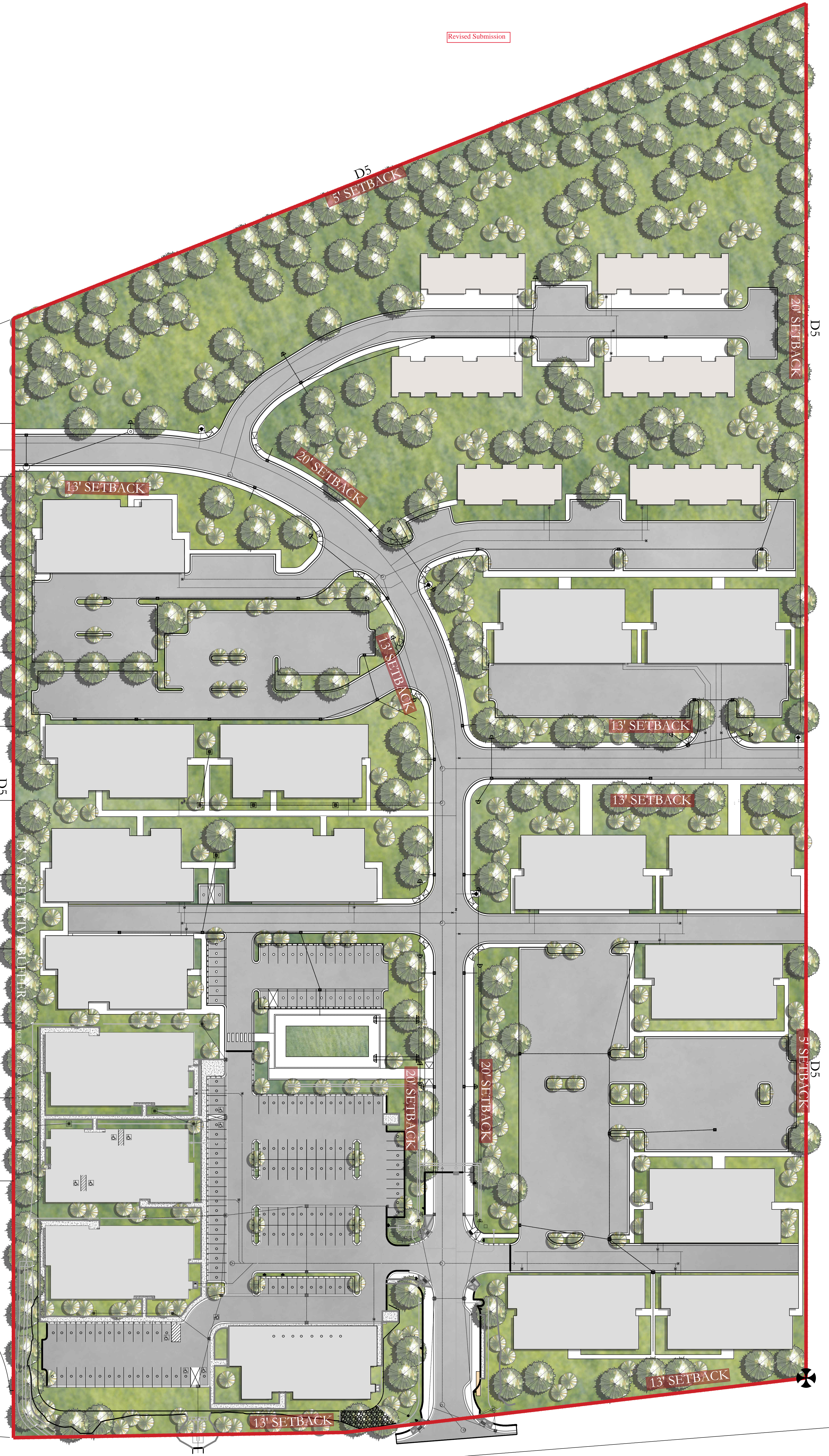


RIDGEVIEW SUBDIVISION - PHASE I

ARF2022 0001 JAN 2024 AMENDMENT
SUMMARY OF PROPOSED CHANGES

PROJECT 23-002
DATE 01/04/2024

SHEET
PH1



ISSUE DATE: 1/4/2024 PROJECT NUMBER: AK21001 PLAN INFORMATION: PROJECT INFORMATION: DEVELOPER / PROPERTY OWNER / CLIENT: LANDSCAPE ARCHITECT / PLANNER: LICENSE STAMP: DRAWING INFO: PLOT: JTA

1/4/2024

AK21001

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org



0 20' 40' 80' 160'

GRAPHIC SCALE: 1" = 40'

ALASKA 20 ACRE JUNEAU, ALASKA

PC1
ATT: ISANACJOHNSON 801-358-5381
ISANAC@PC11980.COM

PKJ
Design Group
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LANDSCAPE PLAN COLOR
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-COLOR

Juneau Recording District

**DECLARATION
OF
RIDGEVIEW SUBDIVISION**

- A Planned Community -

AFTER RECORDING, RETURN TO:

GLACIER HEIGHTS, LLC
445 North 2000 West, Suite 7
Springville, UT 84663

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	7
SECTION 1.1 – ACT	7
SECTION 1.2 – ALLOCATED INTERESTS	7
SECTION 1.3 – ASSOCIATION	7
SECTION 1.4 – BYLAWS	7
SECTION 1.5 – CBJ.....	7
SECTION 1.6 – COMMON ELEMENTS.....	7
SECTION 1.7 – COMMON EXPENSES.....	7
SECTION 1.8 – COMMON INTEREST COMMUNITY.....	8
SECTION 1.9 – CONDOMINIUM PROJECT.....	8
SECTION 1.10 – DECLARANT	8
SECTION 1.11 – DECLARATION.....	8
SECTION 1.12 – DEVELOPMENT RIGHTS.....	8
SECTION 1.13 – DIRECTOR.....	8
SECTION 1.14 – DOCUMENTS.....	8
SECTION 1.15 – DWELLING.....	8
SECTION 1.16 – ENVIRONMENTAL LAWS	8
SECTION 1.17 – EXECUTIVE BOARD.....	9
SECTION 1.18 – HAZARDOUS MATERIALS.....	9
SECTION 1.19 – IMPROVEMENTS.....	9
SECTION 1.20 – LIMITED COMMON ELEMENTS	9
SECTION 1.21 – LOT.....	9
SECTION 1.22 – LOT, MULTIFAMILY	9
SECTION 1.23 – LOT, TOWNHOUSE.....	9
SECTION 1.24 – LOT OWNER	9
SECTION 1.25 – MANAGER	9
SECTION 1.26 – NOTICE AND COMMENT	10
SECTION 1.27 – NOTICE AND HEARING	10
SECTION 1.28 - OCCUPANT.....	10
SECTION 1.29 - PERMITTEE.....	10
SECTION 1.30 – PERSON.....	10
SECTION 1.31 – PLANNED COMMUNITY PLAT.....	10
SECTION 1.32 – PROPERTY	10
SECTION 1.33 – RULES.....	10
SECTION 1.34 – SECURITY INTEREST.....	10
SECTION 1.35 – SPECIAL DECLARANT RIGHTS.....	10
SECTION 1.36 – VEHICLE	10
SECTION 1.37 – VEHICLE, INOPERABLE.....	11
SECTION 1.38 – VEHICLE, JUNK.....	11
SECTION 1.39 – VEHICLE, RECREATIONAL.....	11
ARTICLE II NAME AND TYPE OF COMMON INTEREST COMMUNITY, ASSOCIATION AND MEMBERSHIP	11
SECTION 2.1 – NAME AND TYPE OF COMMON INTEREST COMMUNITY	11
SECTION 2.2 – ASSOCIATION	11

SECTION 2.3 – MEMBERSHIP IN ASSOCIATION	11
ARTICLE III DESCRIPTION OF PROPERTY	11
ARTICLE IV NUMBER OF LOTS; LOT BOUNDARIES.....	11
SECTION 4.1 – MAXIMUM NUMBER OF LOTS	11
SECTION 4.2 – LOT BOUNDARIES	12
ARTICLE V COMMON ELEMENTS & LIMITED COMMON ELEMENTS	12
SECTION 5.1 - COMMON ELEMENTS.	12
SECTION 5.2 - LIMITED COMMON ELEMENTS.....	12
ARTICLE VI MAINTENANCE, REPAIR AND REPLACEMENT	12
SECTION 6.1 – COMMON ELEMENTS.....	12
SECTION 6.2 – LIMITED COMMON ELEMENTS.	13
SECTION 6.3 – LOTS	13
SECTION 6.4 – FAILURE TO MAINTAIN, REPAIR, AND REPLACE.....	13
SECTION 6.5 – ADDITIONAL STANDARDS.....	13
SECTION 6.6 – CONDUCT OF MAINTENANCE, REPAIR, AND REPLACEMENT BY THE ASSOCIATION.....	13
ARTICLE VII DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS, AND OTHER RESERVED RIGHTS	14
SECTION 7.1 – RESERVATION OF DEVELOPMENT RIGHTS.....	14
SECTION 7.2 – SPECIAL DECLARANT RIGHTS.....	14
SECTION 7.3 – OTHER RESERVED RIGHTS.....	15
SECTION 7.4 – DECLARANT CONTROL OF ASSOCIATION	16
SECTION 7.5 – TIME LIMITATIONS ON SPECIAL DECLARANT RIGHTS.....	17
SECTION 7.6 – INTERFERENCE WITH SPECIAL DECLARANT RIGHTS	18
SECTION 7.7 – ASSIGNMENT OF SPECIAL DECLARANT RIGHTS AND OTHER RIGHTS RESERVED	18
SECTION 7.8 – LIMITATIONS ON DEVELOPMENT RIGHTS	18
SECTION 7.9 – PHASING OF DEVELOPMENT RIGHTS	18
ARTICLE VIII ALLOCATED INTERESTS	18
SECTION 8.1 – ALLOCATION OF INTERESTS.....	18
SECTION 8.2 – FORMULAS FOR THE ALLOCATION OF INTERESTS	19
SECTION 8.3 – MEMBERSHIP.....	19
SECTION 8.4 – ASSIGNMENT OF ALLOCATED INTERESTS UPON CREATION OF LOTS PURSUANT TO EXERCISE OF DEVELOPMENT RIGHTS.....	19
ARTICLE IX RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY	19
SECTION 9.1 – RESIDENTIAL USE	19
SECTION 9.2 – COMPLIANCE WITH DOCUMENTS AND LAW	20
SECTION 9.3 – NUISANCES.....	20
SECTION 9.4 – QUIET TIME	20
SECTION 9.5 – GARBAGE AND REFUSE DISPOSAL	20
SECTION 9.6 – STORAGE OF PERSONAL PROPERTY	20
SECTION 9.7 – WINDOW COVERINGS.....	21

SECTION 9.8 – ANTENNAS AND SATELLITE DISHES	21
SECTION 9.9 – SIGNS.....	22
SECTION 9.10 – COMMON ELEMENTS.....	22
SECTION 9.11 - PARKING AND VEHICLE RESTRICTIONS.....	23
SECTION 9.12 – ANIMALS	24
SECTION 9.13 - SAFETY AND SECURITY	25
SECTION 9.14 – MAILBOXES.....	25
SECTION 9.15 – LEASING.....	25
ARTICLE X LIABILITY FOR HAZARDOUS MATERIALS	26
ARTICLE XI PARTY WALL COVENANTS.....	26
SECTION 11.1 – PARTY WALL	26
SECTION 11.2 – PARTY WALL OWNERSHIP	26
SECTION 11.3 – GENERAL RULES OF LAW	27
SECTION 11.4 – MAINTENANCE, REPAIR AND REPLACEMENT OF A PARTY WALL	27
SECTION 11.5 – WILLFUL AND/OR NEGLIGENT DAMAGE OR DESTRUCTION	27
SECTION 11.6 – EXPOSURE TO NATURAL ELEMENTS.....	27
SECTION 11.7 – ENCROACHMENT.....	28
SECTION 11.8 – INSURANCE.....	28
SECTION 11.9 – DISPUTES.....	28
ARTICLE XII ADDITIONS, ALTERATIONS AND IMPROVEMENTS.....	28
SECTION 12.1 - ADDITIONS, ALTERATIONS AND IMPROVEMENTS BY LOT OWNERS	28
SECTION 12.2 - APPROVAL BY EXECUTIVE BOARD.....	28
SECTION 12.3 - ADDITIONS, ALTERATIONS, AND IMPROVEMENTS BY EXECUTIVE BOARD.....	30
ARTICLE XIII EASEMENTS AND LICENSES	30
SECTION 13.1 – RECORDED EASEMENTS AND LICENSES.....	30
SECTION 13.2 – EASEMENT FOR INGRESS AND EGRESS THROUGH COMMON ELEMENTS.....	30
SECTION 13.3 – EASEMENTS FOR SUPPORT.	30
SECTION 13.4 – EASEMENTS FOR ENCROACHMENTS.	30
ARTICLE XIV COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS	31
SECTION 14.1 – COMBINING AND SUBDIVIDING LOTS	31
SECTION 14.2 – RELOCATION OF BOUNDARIES BETWEEN LOTS.....	31
ARTICLE XV AMENDMENTS TO DECLARATION.....	31
SECTION 15.1 – GENERAL.....	31
SECTION 15.2 - AMENDMENTS AFFECTING SPECIFIED GROUPS OF LOTS	31
SECTION 15.3 – EXECUTION OF AMENDMENTS	32
SECTION 15.4 – RECORDATION OF AMENDMENTS	32
SECTION 15.5 – NOTICE TO LOT OWNERS OF AMENDMENTS TO THE DECLARATION.....	32
SECTION 15.6 – LIMITATIONS OF CHALLENGES	32
SECTION 15.7 – DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS AND OTHER RESERVED RIGHTS	32

ARTICLE XVI AMENDMENTS TO BYLAWS.....	32
ARTICLE XVII TERMINATION AND MERGER	32
ARTICLE XVIII ASSESSMENT AND COLLECTION OF COMMON EXPENSES	33
SECTION 18.1 – APPORTIONMENT OF COMMON EXPENSES.....	33
SECTION 18.2 – COMMON EXPENSES ATTRIBUTABLE TO FEWER THAN ALL LOTS.....	33
SECTION 18.3 – LIEN.....	34
SECTION 18.4 – BUDGET ADOPTION AND RATIFICATION.....	36
SECTION 18.5 – NON-BUDGETED COMMON EXPENSE ASSESSMENTS.....	36
SECTION 18.6 – CERTIFICATE OF PAYMENT OF COMMON EXPENSE ASSESSMENTS	36
SECTION 18.7 – PAYMENT OF COMMON EXPENSES.....	36
SECTION 18.8 – ACCELERATION OF COMMON EXPENSE ASSESSMENTS	36
SECTION 18.9 – COMMENCEMENT OF COMMON EXPENSE ASSESSMENTS	37
SECTION 18.10 – NO WAIVER OF LIABILITY FOR COMMON EXPENSES	37
SECTION 18.11 – PERSONAL LIABILITY OF LOT OWNERS	37
ARTICLE XIX RIGHT TO ASSIGN FUTURE INCOME	37
ARTICLE XX PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT	37
SECTION 20.1 – COMPLIANCE WITH THE DOCUMENTS.....	37
SECTION 20.2 - INDEMNIFICATION FOR ACTIONS OF OTHERS.....	37
SECTION 20.3 – ADOPTION OF RULES.....	37
SECTION 20.4 – NOTICE TO LOT OWNERS OF CHANGES TO RULES.....	38
SECTION 20.5 – LIMITATION ON CHALLENGES.....	38
ARTICLE XXI INSURANCE	38
SECTION 21.1 – COVERAGE	38
SECTION 21.2 – PROPERTY INSURANCE.....	38
SECTION 21.3 – LIABILITY INSURANCE	38
SECTION 21.4 – FIDELITY INSURANCE.....	39
SECTION 21.5 – WORKERS' COMPENSATION INSURANCE.....	39
SECTION 21.6 – DIRECTORS AND OFFICERS LIABILITY INSURANCE	39
SECTION 21.7 – OTHER INSURANCE	39
SECTION 21.8 – PREMIUMS	40
SECTION 21.9 – DEDUCTIBLES.....	40
SECTION 21.10 – LOT OWNER INSURANCE.....	40
ARTICLE XXII RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING	40
SECTION 22.1 – RIGHT TO NOTICE AND COMMENT.....	40
SECTION 22.2 – RIGHT TO NOTICE AND HEARING.....	40
SECTION 22.3 – APPEALS.....	40
ARTICLE XXIII EXECUTIVE BOARD.....	41
SECTION 23.1 – POWERS AND DUTIES	41
SECTION 23.2 – EXECUTIVE BOARD LIMITATIONS.....	42

SECTION 23.3 – MINUTES OF EXECUTIVE BOARD MEETINGS	43
SECTION 23.4 – INSPECTION OF BOOKS.....	43
SECTION 23.5 – FINANCIAL STATEMENTS	43
ARTICLE XXIV EXECUTIVE BOARD MEETINGS.....	43
SECTION 24.1 – ACCESS.....	43
SECTION 24.2 – MEETINGS AND NOTICE OF MEETINGS	43
SECTION 24.3 – EXECUTIVE SESSIONS.....	43
ARTICLE XXV CONDEMNATION.....	43
ARTICLE XXVI MEDIATION & ARBITRATION	43
SECTION 26.1 – MEDIATION CLAUSE	43
SECTION 26.2 – ARBITRATION CLAUSE.....	44
ARTICLE XXVII MISCELLANEOUS.....	44
SECTION 27.1 – CAPTIONS	44
SECTION 27.2 – GENDER.....	44
SECTION 27.3 – WAIVER.....	44
SECTION 27.4 – INVALIDITY	44
SECTION 27.5 – CONFLICT	45
SECTION 27.6 – RIGHTS OF ACTION.....	45
SECTION 27.7 - ASSOCIATION NOT A GUARANTOR OF SECURITY	45
APPROVAL OF LENDER - FIRST NATIONAL BANK ALASKA	47
APPROVAL OF LENDER - CITY AND BOROUGH OF JUNEAU.....	48
SCHEDULE A-1 <i>DESCRIPTION OF THE COMMON INTEREST COMMUNITY</i>	49
SCHEDULE A-2 <i>TABLE OF INTERESTS</i>	50
SCHEDULE A-3 <i>PLANNED COMMUNITY PLAT</i>	51

DECLARATION OF RIDGEVIEW SUBDIVISION

Declarant, **GLACIER HEIGHTS, LLC**, a Utah limited liability company doing business in Alaska as **GLACIER HEIGHTS JUNEAU, LLC**, whose mailing address is *445 North 2000 West, Suite 7, Springville, Utah 84663*, does hereby submit the real property in Juneau, Alaska described in **Schedule A-1** to the provisions of the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **RIDGEVIEW SUBDIVISION**, a planned community, and making the Improvements shown in the Planned Community Plat attached as **Schedule A-3**.

ARTICLE I **DEFINITIONS**

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

Section 1.1 – Act. The Uniform Common Interest Ownership Act, Title 34, Chapter 08 of the Alaska Statutes, as it may be amended from time to time.

Section 1.2 – Allocated Interests. The share of the Common Expense liability and the votes in the Association allocated to Lots in the Common Interest Community. The Allocated Interests are described in **Article VIII** of the Declaration and listed in **Schedule A-2**.

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

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

Section 1.5 – CBJ. City and Borough of Juneau.

Section 1.6 – Common Elements. Each portion of the Common Interest Community, other than a Lot.

Section 1.7 – Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

- (a) Expenses of management, administration, insurance, governance and operation of the Common Interest Community;

- (b) Expenses for maintenance, repair, or replacement of the Common Elements;
- (c) Expenses declared to be Common Expenses by the Documents or by the Act;
- (d) Expenses agreed upon as Common Expenses by the Association;
- (e) Expenses incurred by the Association for electricity, gas, water, telecommunication, and other utility charges not billed by the provider to individual Lots; and
- (f) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements.

Section 1.8 – Common Interest Community. Ridgeview Subdivision.

Section 1.9 – Condominium Project. A condominium form of common interest community created under the Act.

Section 1.10 – Declarant. GLACIER HEIGHTS, LLC, a Utah limited liability company doing business in Alaska as GLACIER HEIGHTS JUNEAU, LLC,, and its successor and assigns as defined in Subsection AS 34.08.990(12) of the Act.

Section 1.11 – Declaration. This document, including any amendments.

Section 1.12 – Development Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.13 – Director. A member of the Executive Board.

Section 1.14 – Documents. The Declaration, the Planned Community Plat(s) recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation, the Bylaws, and the Rules as they be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.15 – Dwelling. A structure or portion thereof which is designed and intended for occupancy as a self-contained residence, home or living unit by a person or group of people living together as a single household. For example, a detached house is a Dwelling, a duplex structure contains two (2) Dwellings, and a four-plex structure contains four (4) Dwellings.

Section 1.16 – Environmental Laws. All present and future federal, state and local laws, statutes, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to Hazardous Materials or protection of human health or the environment, including without limitation the following federal laws: the Comprehensive Environmental Response, Compensation, and

Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Solid Waste Disposal Act of 1965, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, and any amendments to the same and regulations adopted, published and/or promulgated pursuant thereto.

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

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

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

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

Section 1.21 – Lot. Lot means a unit-lot described in **Schedule A-1** that has been created by a subdivision plat approved by the CBJ. Each Lot is a "Unit" as defined in Section 34.08.990(32) of the Act and includes all Improvements located within the boundaries of the Lot. A Lot includes the title and a right to possession and Improvements therein. A Lot may be either a "Multifamily Lot" or a "Townhouse Lot" as defined herein.

Section 1.22 – Lot, Multifamily. A "Multifamily Lot" means a Lot consisting of more than one Dwelling.

Section 1.23 – Lot, Townhouse. A "Townhouse Lot" means a Lot consisting of one (1) townhouse-style Dwelling.

Section 1.24 – Lot Owner. A Person, including the Declarant, who owns a Lot. In the event that a Condominium Project has been created upon any Lot, then the Lot Owner shall be deemed to be the association of condominium unit owners for such Condominium Project.

Lot Owner does not include a Person having only a Security Interest in a Lot. A Lot Owner is a "unit owner" as defined in AS 34.08.990(33).

Section 1.25 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.26 – Notice and Comment. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in **Section 22.1** of the Declaration.

Section 1.27 – Notice and Hearing. The right of a Lot Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **Section 22.2** of the Declaration.

Section 1.28 - Occupant. Any Person who has actual use, possession or control of a Lot, or any portion thereof, for any period of time. The term “Occupant” shall include, without limitation: (a) any lessee or tenant under a lease of any portion of a Lot or any other form of occupancy agreement, and (b) any unit owner of a condominium unit within a Condominium Project created within or upon a Lot.

Section 1.29 - Permittee. Any guest, vendor, supplier, visitor, invitee, licensee, contractor, or concessionaire of any Lot Owner or Occupant, and the officers, directors, employees, servants, and agents of any Lot Owner or Occupant.

Section 1.30 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.31 – Planned Community Plat. The Planned Community Plat as may be amended from time to time and attached as **Schedule A-3** to the Declaration.

Section 1.32 – Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.33 – Rules. Rules for the use of the Lots and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to **Section 20.3** the Declaration.

Section 1.34 – Security Interest. An interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.35 – Special Declarant Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.36 – Vehicle. The term "Vehicle" means every vehicle which is self-propelled and used for the transportation of people or cargo. The term "Vehicle" includes, but is not limited to, an

automobile, motorcycle, truck, van, and Recreational Vehicle. Notwithstanding the foregoing, a low-speed electric bicycle is not considered a Vehicle.

Section 1.37 – Vehicle, Inoperable. The term “Inoperable Vehicle” means a Vehicle which is incapable of movement under its own power, and will remain so without repairs or part replacement.

Section 1.38 – Vehicle, Junk. The term “Junk Vehicle” means a vehicle which is missing one or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a Vehicle.

Section 1.39 – Vehicle, Recreational. The term “Recreational Vehicle” means a self-propelled or nonmotorized vehicle that is intended or designed for recreation, camping, or travel purposes, including, but not limited to, travel trailers, camping trailers, truck campers, motorhomes, boats, personal watercraft, all-terrain vehicles, snowmobiles, and similar vehicles.

ARTICLE II

NAME AND TYPE OF COMMON INTEREST COMMUNITY,

ASSOCIATION AND MEMBERSHIP

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is *Ridgeview Subdivision*. Ridgeview Subdivision is a *Planned Community* under the Act.

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

Section 2.3 – Membership in Association. Every Lot Owner of a Lot in the Common Interest Community is a member of the Association. Membership and voting rights in the Association are appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE III

DESCRIPTION OF PROPERTY

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

ARTICLE IV

NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Maximum Number of Lots. The Common Interest Community upon creation contains **one (1) Lot** as shown on the Planned Community Plat attached as **Schedule A-3**. The

Declarant reserves the right to create and add an additional **three hundred fifty (350) Lots** in the Common Interest Community for an aggregate maximum total of **three hundred fifty-one (351) Lots** in the Common Interest Community.

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

ARTICLE V

COMMON ELEMENTS & LIMITED COMMON ELEMENTS

Section 5.1 - Common Elements. The Common Elements in Ridgeview Subdivision are each portion of the Common Interest Community other than a Lot. The Common Elements include, without limitation, parking areas and drive aisles, walking paths, open spaces, landscaped areas, water and sewer utilities, stormwater control features and drainages, and any other portion of the Property designated as a Common Element on the Planned Community Plat.

Section 5.2 - Limited Common Elements. The following portions of the Common Elements are designated as Limited Common Elements assigned to the Lots as stated:

- (a) Any subsurface Improvement that is located outside the boundaries of a Lot and that is designed to serve one (1) or more but fewer than all of the Lots, including, but not limited to, a water line, sewer line, electrical line, or other underground Improvement, is a Limited Common Element allocated to the Lot(s) served.

*Pursuant to the rights reserved in **Article VII** of the Declaration, this **Section 5.2** may be amended by the Declarant to describe any new Limited Common Elements created under **Section 7.1** of the Declaration and to identify the Lot(s) to which such Limited Common Elements are allocated.*

ARTICLE VI

MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 – Common Elements. Except as may be provided in **Section 6.2** of this Declaration, the Association shall be responsible for the maintenance, repair and replacement of all Common Elements. The Common Elements and all Improvements thereon shall be maintained in a good and workmanlike manner, and shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

Maintenance of Common Element landscaped areas shall include regular watering, mowing, trimming, weed removal, fertilizing and any other maintenance activities essential to ensure the landscaped area is kept safe, attractive and in good health at all times. All shrubs and trees within the Common Elements shall be trimmed so as not to encroach upon sidewalks, streets or Lots. Dead trees, shrubs or grass shall be promptly removed and replaced. A dead tree or shrub means a tree or shrub that has been damaged beyond repair or is in an advanced state of decline such that an

insufficient amount of live tissues, green leaves, limbs or branches exist to sustain the life of the tree or shrub.

Section 6.2 – Limited Common Elements. Limited Common Elements shall be maintained, repaired and replaced as follows:

- (b) Any subsurface Improvement that is allocated as a Limited Common Element pursuant to **Section 5.2(a)** of this Declaration shall be maintained, repaired and replaced by the Association, and any Common Expenses associated therewith shall be assessed exclusively against the Lot(s) to which such Limited Common Element is allocated. If the Limited Common Element is allocated to more than one (1) Lot, such Common Expenses shall be assessed exclusively against the Lots to which such Limited Common Element is allocated in proportion to their respective Common Expense liabilities.

*Pursuant to the rights reserved in **Article VII** of the Declaration, this **Section 6.2** may be amended by the Declarant to establish the responsibilities of Lot Owners and/or the Association for the maintenance, repair and replacement of any new Limited Common Elements created under **Section 7.1** of the Declaration.*

Section 6.3 – Lots. Each Lot Owner shall maintain, repair and replace, at the expense of the Lot Owner, all portions of their Lot, including any structures or other Improvements within the Lot. The Lot and all Improvements thereon shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

Section 6.4 – Failure to Maintain, Repair, and Replace. If a Lot Owner fails to maintain, repair, or replace any portion of a Lot and such failure creates a condition that threatens another Lot or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Lot Owner shall reimburse the Association for the cost of correcting the condition.

Section 6.5 – Additional Standards. By Rule, and in accordance with **Section 20.3** of the Declaration, the Association may adopt additional standards concerning maintenance, repair, and replacement of Lots, including Improvements within Lots that are visible from the Common Elements, for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Lots or the Common Elements.

Section 6.6 – Conduct of Maintenance, Repair, and Replacement by the Association. The Association shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to maintain, repair, and replace portions of the Property for which funds of the Association are used or to be used.

ARTICLE VII
DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS, AND OTHER RESERVED RIGHTS

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

- (a) The right to create Lots, Common Elements, and Limited Common Elements within the Common Interest Community in the locations shown as "Development Rights Reserved" on **Schedule A-3**;
- (b) The right to subdivide Lots or convert all or parts of Lots into Common Elements or Limited Common Elements in the locations shown as "Development Rights Reserved" on **Schedule A-3**;
- (c) The right to add to the Common Interest Community all or, from time to time, any portion of the real estate shown on **Schedule A-3** as "Additional Real Estate, Development Rights Reserved" and to create Lots, Common Elements, and Limited Common Elements thereon. This additional real estate is described in **Schedule A-1** as "Property Not In the Common Interest Community Subject to Development Rights".
- (d) The right to withdraw from the Common Interest Community all or any portion of the Property shown as "Development Rights Reserved" on **Schedule A-3**; and
- (d) The right to subdivide or combine Lots owned by Declarant, and to convert all or any portion of Lots owned by Declarant into Common Elements or Limited Common Elements.

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

- (a) to complete Improvements shown on the Planned Community Plat filed with the Declaration and any amendments thereto and to complete Improvements on the Property approved or required by the CBJ;
- (b) to maintain signs advertising the Common Interest Community, and to maintain one (1) or more structures within Lots owned by the Declarant as model Dwellings, management offices, or sales offices;
- (c) to use or grant easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community;

- (d) to appoint or remove an officer of the Association or an Executive Board member during a period of Declarant Control subject to the provisions of **Section 7.4** of the Declaration; and
- (e) to exercise a Development Right reserved in the Declaration.

Section 7.3 – Other Reserved Rights.

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

(b) *Utility Infrastructure and Easements.* The Declarant reserves the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements existing or to be constructed on the Property. The Declarant further reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the purposes stated herein.

(c) *Subdivision and Dedication of Property.* With respect to the areas which are or may be labeled on the Planned Community Plat as "*Subject to Development Rights*," the right to (i) subdivide all or any portion of such areas under applicable laws governing the subdivision of real property, and/or (ii) dedicate all or any portion of such areas as a "Public Use Easement" or "Public Right-of-Way", at the Declarant's sole discretion, and in accordance with the requirements of the CBJ, including the right to take any and all actions and execute any and all documents necessary to file a plat as required to subdivide or dedicate such property.

(d) *Signs and Marketing.* The Declarant reserves the right to post signs and displays on Lots to promote sales or rentals of Lots and/or Dwellings on Lots, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.

(e) *Declarant's Personal Property.* The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant

reserves the right to remove from the Property any and all personal property and Improvements used in development, marketing and construction, whether or not they have become fixtures.

(f) *Monument Signage.* The Declarant reserves the right to create one (1) or more monument signs identifying the Common Interest Community anywhere within the Common Elements or upon any Lot owned by the Declarant. If a monument sign is created upon a Lot owned by the Declarant or upon any real estate that has not been added to the Common Interest Community, the Declarant will grant a perpetual non-exclusive easement to the Association for ingress and egress in order to access, construct, use, maintain, repair, and replace such monument sign, and for landscaping of the area surrounding such monument sign.

(g) *Amendments Regarding New Limited Common Elements.* At the time any new Limited Common Elements are created pursuant to **Section 7.1**, the Declarant reserves the right to amend the Declaration to:

- (i) Describe such new Limited Common Elements and identify the Lot(s) to which such Limited Common Elements are allocated;
- (ii) Establish the responsibilities of Lot Owners and/or the Association for the maintenance, repair and replacement of any such new Limited Common Elements;
- (iii) Provide that any Common Expenses attributable to such new Limited Common Elements may be assessed exclusively against the Lot(s) to which the new Limited Common Elements are allocated; and
- (iv) Establish restrictions governing the use, alienation or occupancy of any such new Limited Common Elements, including any Improvements thereon, consistent with the overall nature and character of the Common Interest Community.

Section 7.4 – Declarant Control of Association.

- (a) Subject to **Section 7.4(b)**, there shall be a period of Declarant Control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant Control terminates no later than the earlier of:
 - (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant;

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

(iii) two (2) years after any right to add new Lots was last exercised.

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

- (b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board, shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant, not less than thirty-three-and-one-third percent ($33\frac{1}{3}\%$) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.
- (c) For purposes of this **Section 7.4**, the creation of a Condominium Project on a Lot shall constitute a conveyance of such Lot to a Lot Owner other than the Declarant.
- (d) Not later than the termination of any period of Declarant Control, the Lot Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.
- (e) Notwithstanding any provision of the Declaration or the Bylaws of the Association to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds ($\frac{2}{3}$) vote of all Persons present and entitled to vote at a meeting of Lot Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.5 – Time Limitations on Special Declarant Rights. Except for Special Declarant Rights that may terminate earlier by statute and unless previously terminated by an amendment to the Declaration executed by the Declarant, the Declarant may exercise the Special Declarant Rights reserved in this **Article VII** for as long as any of the following subsections apply:

- (a) The Declarant holds a Development Right reserved in this Article;
- (b) The Declarant is obligated to the Association or a Lot Owner under any warranty;

- (c) The Declarant owns a Lot; or
- (d) The Declarant holds a Security Interest in a Lot.

As soon as none of the above subsections apply, the Declarant's right to exercise the Special Declarant Rights shall terminate.

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

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

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

- (a) The Development Rights may be exercised at any time, but not more than **twenty (20) years** after the recording of the initial Declaration.
- (b) Not more than an aggregate total of **three hundred fifty-one (351) Lots** may be created in the Common Interest Community.
- (c) All Lots and Common Elements created pursuant to Development Rights will be restricted to residential use in the same manner and to the same extent as the Lots created under the Declaration as initially recorded.

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

ARTICLE VIII

ALLOCATED INTERESTS

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

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

- (a) *Common Expense Liability.* The percentage of Common Expense liability allocated to each Lot is based on the relative number of Dwellings upon or within the Lot as compared to the total number of all Dwellings within the Common Interest Community.
Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under **Article XVIII** of the Declaration.
- (b) *Votes in the Association.* Each Lot in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2**.
- (b) *Multiple Ownership of a Lot.* When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as determined among those Lot Owners, but in no event shall more than one (1) vote be cast with respect to any such Lot. Where a Condominium Project has been created upon a Lot, the vote allocated to such Lot shall be exercised as determined by the association of condominium unit owners for such Condominium Project. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

Section 8.3 – Membership. Every Lot Owner is a member of the Association. If a Lot is owned by more than one (1) Person, all of the Lot Owners of such Lot shall have the benefits of membership in the Association, subject to such reasonable Rules and restrictions as the Executive Board shall determine from time to time. The membership rights of a Lot Owner which is not a natural Person may be exercised by any authorized officer, director, partner, trustee or manager.

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

ARTICLE IX

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

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

Section 9.1 – Residential Use. Each Lot is restricted to residential use. No commercial use of a Lot is permitted. Notwithstanding the foregoing, home professional or administrative occupations that do not substantially increase traffic and do not generate or require unreasonable levels of mail, shipping,

noise, odors, trash or storage are permitted within a Dwelling on a Lot as long as there exists no external evidence thereof. Professional or administrative occupations must be incidental to the primary use of the Lot for residential use, and must comply with all governmental regulations addressing home occupations.

Section 9.2 – Compliance with Documents and Law. All Improvements and activities within the Common Interest Community shall be in compliance with the provisions of the Documents and all applicable local, state, and federal laws or regulations, including local zoning and other legal requirements of the CBJ. No illegal, improper, unsanitary, offensive or environmentally prohibited use or activity may occur in or upon any Lot or any portion of the Common Elements. Each Lot Owner and Occupant of a Lot shall defend, indemnify and hold the Association and the other Lot Owners and Occupants harmless from all demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments and liabilities that in any way arise out of, result from, or are based upon any violation thereof or non-compliance therewith by such Lot Owner or Occupant, or by their Permittees.

Section 9.3 – Nuisances. No noxious or offensive activity shall be carried out upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the Common Interest Community, or which shall in any way interfere with the quiet enjoyment of other Lots or Common Elements.

Section 9.4 – Quiet Time. Quiet time shall be between the hours of 10:00pm and 8:00am. The audible volume of televisions, stereos, instruments and/or other equipment operated during quiet time shall be substantially reduced so as not to interfere with the quiet enjoyment of the Common Interest Community.

Section 9.5 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "Garbage") shall be disposed of only by depositing the same in an appropriate Garbage container, and in compliance with Rules for Garbage storage and disposal adopted by the Executive Board. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of Garbage shall be kept in clean and sanitary condition. No outside burning of Garbage is permitted.

The Association shall provide Common Element dumpsters for the use of Lot Owners and Occupants in areas designated by the Executive Board. By Rule, the Executive Board may restrict the use of a Common Element dumpster to the Lot Owner(s) or Occupant(s) of a specific Lot or Lots.

Section 9.6 – Storage of Personal Property. No storage of personal property shall be permitted outside of a Dwelling, except upon a deck or porch attached to a Dwelling. Personal property stored on a deck or porch attached to a Dwelling shall be limited to patio furniture, such as a bistro table and chairs, as well as flowerpots, mats, and small decorative items that do not interfere with the quiet enjoyment or comfort of any other Lot Owner or Occupant.

Section 9.7 – Window Coverings. Window coverings within a Dwelling that are visible from any portion of the Common Elements shall conform to specifications promulgated by the Association by Rule. No window that is visible from any portion of the Common Elements shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

Section 9.8 – Antennas and Satellite Dishes. The following restrictions govern the installation of satellite dishes and antennas, provided that compliance with such restrictions does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increases the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to a Lot Owner or Occupant of a Lot.

- (a) *Acceptable Locations and Number.* Antennas and satellite dishes shall only be permitted on the roof of a Dwelling on a Lot, in a location that has been approved in advance by the Executive Board. Not more than one (1) antenna or satellite dish shall be permitted per Lot, unless the Executive Board determines, in its sole discretion, that additional antennas or satellite dishes should be permitted due to special circumstances.
- (b) *Shielded from View.* Antennas and satellite dishes shall be located in a place shielded and/or screened from the streets and screened from view to the public or from other Lots to the maximum extent possible.
- (c) *Installation and Wiring.* Installation of antennas and satellite dishes shall be completed in a professional workmanlike manner. Exposed wiring is not permitted.
- (d) *Color.* Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match the siding color of the Dwelling.
- (e) *Safety and Non-interference.* Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of other Lots.
- (f) *Maintenance.* Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

Section 9.9 – Signs.

- (a) Except as provided in **Article VII**, no signs shall be displayed to the public view within the Common Interest Community, except:
 - (i) Common Element monument, parking, and Dwelling address/identification signs, in locations installed by the Declarant or approved by the Executive Board;
 - (ii) A single sign may be affixed to the exterior of a Dwelling, not more than five square feet (5 sq. ft.) in size, advertising a Dwelling for sale or lease;
 - (iii) Such other temporary signs as may be approved by the Executive Board in advance.
- (b) All signs must comply with local zoning and other requirements of the CBJ.
- (c) Lot Owners and Occupants shall comply with such other Rules as may be adopted by the Executive Board governing the installation, location, illumination, or content of signs within the Common Interest Community.

Section 9.10 – Common Elements. The following activities are prohibited within the Common Elements unless expressly authorized by, and then subject to such conditions as may be imposed by, the Executive Board:

- (a) Overnight camping or the erection of tents or other shelters;
- (b) Erecting or placing structures;
- (c) Barbecues or fires;
- (d) The consumption of alcoholic beverages;
- (e) Disposing of lawn or yard waste;
- (f) Disposing of Garbage;
- (g) Disposal or storage of any materials or personal property belonging to a Lot Owner or Occupant;
- (h) Noxious or offensive activities which may become an annoyance or nuisance causing unreasonable disturbance or embarrassment to the Common Interest Community;

- (i) Social gatherings or group activities; and
- (j) Cutting, mowing, harvesting, or disturbing the trees, shrubbery, or other natural vegetation;
- (k) Any activities that may harm or disturb the state of natural and landscaped vegetation within the Common Elements, except for removal by the Association of dead or diseased trees and shrubs and enhancement landscaping.

Section 9.11 - Parking and Vehicle Restrictions.

- (a) No Vehicle shall be operated on any portion of the Common Elements except within a paved area designed for the operation of Vehicles.
- (b) No Vehicle shall be parked on any portion of the Common Elements except within a space designated for parking Vehicles. A Vehicle parked in a parking space must be parked entirely within the boundaries of the parking space.
- (c) The Executive Board may issue a parking permit to an Occupant of a Dwelling that gives such Occupant the temporary, exclusive right to use a parking space or designated parking area within the Common Interest Community, subject to and in accordance with the following:
 - (i) An Occupant that desires a parking permit shall apply to the Executive Board for a parking permit. Such applications shall be processed by the Executive Board on a first-come, first served basis.
 - (ii) The Executive Board shall determine the specific parking space or parking area that the parking permit applies to.
 - (iii) The Executive Board may require the payment of a reasonable fee for the parking permit.
 - (iv) A parking permit may not allow the exclusive use of a parking space for a period of more than twelve (12) months.
- (d) Except for parking spaces or designated parking areas that may be reserved for the temporary, exclusive use of an Occupant pursuant to **subsection (c)**, above, parking spaces within the Common Interest Community may be utilized on a first-come, first-served basis, by any Lot Owner, Occupant or Permittee.

- (e) Junk Vehicles, Inoperable Vehicles, and Recreational Vehicles shall not be parked or stored anywhere within the Common Interest Community, unless parked or stored within an enclosed garage located on a Lot.
- (f) Paved Common Elements shall be kept clean and clear from all oil, drippings, stains or other unsightly Vehicle byproducts or discharge.
- (g) The use of a Vehicle as living quarters, sleeping quarters or lodging rooms is prohibited anywhere within the Common Interest Community.
- (h) No Vehicle shall be covered in any manner with tarpaulins or other coverings determined to be unsightly by the Executive Board in its sole discretion.
- (i) No Vehicle belonging to a Lot Owner, Occupant or Permittee shall be parked on a public street within the Common Interest Community for more than forty-eight (48) cumulative hours in any continuous seven (7) day period.
- (j) No repair, restoration or disassembly of any Vehicle shall be permitted anywhere within the Common Interest Community, except: (1) when conducted within an enclosed garage located on a Lot; or (2) for emergency repairs only to the extent necessary to enable movement of the Vehicle to inside an enclosed garage or to a repair facility.
- (k) No heavy equipment or construction machinery, including, but not limited to, bulldozers, dump trucks, backhoes, or scissor lifts, may be kept anywhere within the Common Interest Community except (1) by Declarant or its subcontractors during construction or (2) inside an enclosed garage located on a Lot.
- (l) Each Lot Owner shall be responsible for ensuring that the Occupants of a Lot and their Permittees comply with the restrictions in this **Section 9.11** and such other Rules as may be adopted by the Executive Board governing the operation and parking of Vehicles within the Common Interest Community.
- (m) Vehicles parked illegally or in violation of the restrictions in this **Section 9.11** or such other Rules as may be adopted by the Executive Board may be towed by the Association.

Section 9.12 – Animals. Lot Owners may maintain animals on their Lots of the following types: domestic cats; domestic dogs; domestic birds (not poultry or fowl); gerbils, rodents, reptiles; and fish. No other animals may be kept on the Property.

- (i) Birds, gerbils, rodents, and reptiles must be kept in cages or terrariums within a Dwelling on the Lot.

- (ii) No unreasonable quantity of animals shall be permitted.
- (iii) Animals shall not be raised or bred for commercial purposes.
- (iv) Lot Owners and Occupants shall be responsible for keeping all Common Elements free and clear of animal feces. Lot Owners shall immediately remove their animal's feces from all areas of the Common Interest Community.
- (v) Lot Owners and Occupants shall hold the Association harmless from all claims resulting from the actions of any animal belonging to the Lot Owner or Occupant.
- (vi) Animals shall be licensed, vaccinated and maintained in accordance with all applicable laws and zoning ordinances.
- (vii) Animals within the Common Interest Community shall be leashed at all times, except when confined within a Dwelling or within an area specifically designated by the Executive Board for off-leash animals.
- (viii) Lot Owners and Occupants shall contain and control their animals to the extent necessary to prevent their animal from creating or becoming a nuisance. Animals causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners or Occupants, shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the animal owner fails to honor such request, the Executive Board may remove the offending animal.

Section 9.13 - Safety and Security. Each Lot Owner, Occupant, and Permittee shall be responsible for their own personal safety and the security of their property in the Common Interest Community. The Association is not an insurer or guarantor of safety or security within the Common Interest Community.

Section 9.14 – Mailboxes. Lot Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Common Interest Community by the Declarant. Newspaper stands or receptacles are not permitted within Lots or on the exterior of the cluster mailboxes.

Section 9.15 – Leasing. No Lot or any portion thereof may be conveyed pursuant to a time-sharing plan, or used for bed and breakfast, hotel or motel purposes. A Lot, or a portion thereof, may be rented only by a written lease, rental agreement, or other instrument granting occupancy (collectively referred to herein as a “lease”), subject to the following:

- (a) Each lease must incorporate the terms and restrictions of the Documents as a personal obligation of each Occupant.
- (b) The Lot Owner shall remain liable for compliance with the Documents, and shall be responsible for securing such compliance from the Occupants of the Lot.
- (c) The Lot Owner shall be responsible for the payment of all assessments or fines that are assessed by the Association as a result of the actions or omissions of any Occupants of the Lot or their Permittees.

ARTICLE X

LIABILITY FOR HAZARDOUS MATERIALS

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

ARTICLE XI

PARTY WALL COVENANTS

With respect to any Dwellings constructed on adjacent Townhouse Lots, the covenants in this **Article XI** shall govern the maintenance, repair and replacement of any Party Walls separating such Dwellings.

Section 11.1 – Party Wall. For purposes of this **Article XI**, a "Party Wall" shall mean the wall or walls forming part of a building that are located substantially along a common boundary between two (2) Townhouse Lots and are designed to serve as a physical separation of and barrier between the Dwellings on such Lots. A Party Wall shall be deemed to include the portion of the foundation under, the roof over, and the utility lines within, the Party Wall.

Section 11.2 – Party Wall Ownership. Each Lot Owner owns that portion of a Party Wall that is located within the boundaries of the Lot owned by the Lot Owner.

Section 11.3 – General Rules of Law. Except to the extent otherwise provided herein, general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.

Section 11.4 – Maintenance, Repair and Replacement of a Party Wall.

- (a) The lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting a part of the finished surfaces of a Party Wall are part of the Lot within which they are located and designed to serve, and shall be maintained, repaired and replaced by the Lot Owner of that Lot. In addition, any chutes, flues, ducts, wires, conduit, bearing columns or other fixtures lying within a Party Wall and serving only one (1) Lot are a part of that Lot and shall be maintained, repaired and replaced by the Lot Owner of that Lot. Any portion of a Party Wall that supports or otherwise serves both adjacent Lot shall be maintained, repaired and replaced by the Lot Owners of both Lot, and the cost shall be shared equally by both Lot Owners.
- (b) If rebuilding of a Party Wall is necessary, the Party Wall shall be rebuilt on the same location and to the same width as the Party Wall being replaced.
- (c) A Lot Owner making repairs to or rebuilding a Party Wall, upon reasonable notice to the other Lot Owner, shall be given access to the other Lot and the Dwelling thereon as is reasonably necessary to make such repairs or rebuild the Party Wall, but shall take all due precaution not to damage the property of the other Lot Owner.

Section 11.5 – Willful and/or Negligent Damage or Destruction. Notwithstanding any provision herein to the contrary, if a Party Wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission, or by any default hereunder, of one Lot Owner, such Lot Owner shall repair and restore said Party Wall at its sole cost and expense, and shall compensate the other Lot Owner for any damages suffered by that Lot Owner. Each Lot Owner shall be fully responsible for all acts, omissions or defaults of the Occupants of their Lot or their Permittees which may cause damage to the Party Wall.

Section 11.6 – Exposure to Natural Elements. Notwithstanding any other provision set forth herein, a Lot Owner who causes a Party Wall to be exposed to the elements shall bear the entire cost of repair and furnishing the necessary protection against such elements.

Section 11.7 – Encroachment. It is assumed that a Party Wall lies along the boundary line separating the adjoining Lots. Should the actual location of a Party Wall be inconsistent with said boundary line as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of a building structure, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 11.8 – Insurance. Each Lot Owner that shares a Party Wall shall maintain fire and extended coverage insurance on his or her respective Dwelling to the extent necessary fully to fund the repair or replacement of the Dwelling, including the Party Wall, if damaged by fire or other insured casualty. The right of the Lot Owners to separately further insure their own Dwellings shall not hereby be impaired.

Section 11.9 – Disputes. Any controversy that may arise between adjacent Lot Owners over the necessity for or cost of repairs and maintenance of a Party Wall shall be submitted to mediation and arbitration in accordance with **Article XXVI** of the Declaration.

ARTICLE XII

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 12.1 - Additions, Alterations and Improvements by Lot Owners. Unless approved by the Executive Board as provided in **Section 12.2** of the Declaration, a Lot Owner or Occupant of a Lot:

- (a) Shall not make any addition, alteration, or Improvement to, attach anything to or change the appearance of any portion of an Improvement on a Lot that is visible from any portion of the Common Elements.
- (b) Shall not make any addition, alteration, or Improvement to, attach anything to or change the appearance of any portion of the Common Elements or the exterior appearance of any other portion of the Common Interest Community.
- (c) Shall not make any addition, alteration, or Improvement to any portion of a Lot that may impair the structural integrity or stability or lessen the support of any portion of the Common Elements.

Section 12.2 - Approval by Executive Board.

- (a) A Lot Owner may submit a written request to the Executive Board for approval to do anything that is otherwise prohibited or regulated under **Section 12.1** of this Declaration. The Executive Board shall answer any written request for such approval, after Notice and Hearing to the applicant and any other Lot Owner who, in the sole opinion of the Executive Board, may be impacted by the proposed addition, alteration or Improvement, within thirty (30) days after it receives the request. Failure to answer

within such time, as it shall be extended by agreement of the applicant, shall be deemed to be a denial by the Executive Board of the proposed action.

- (b) The Executive Board may establish time limits and impose conditions on its approval of a request under **Subsection 12.2(a)**. These may include, but are not limited to, the following:
 - (i) That the addition, alteration, or Improvement be made by contractors holding particular licenses or certifications, having particular qualifications, or having specified levels of insurance coverage.
 - (ii) That the Lot Owner obtain and pay for all necessary permits and other governmental approvals for the addition, alteration, or improvement.
 - (iii) That the work be done in a specified manner or only during specified times.
 - (iv) That the addition, alteration, or improvement be completed by a certain deadline.
 - (v) That the Lot Owner be responsible for the maintenance, repair, and replacement of the addition, alteration, or Improvement (or the portion of the Property to which the addition, alteration, or Improvement is made) or reimburse the Association for the costs of maintenance, repair, and replacement.
- (c) The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.
- (d) The Executive Board may establish forms and procedures for the making and processing of applications under this **Section 12.2**.
- (e) The Executive Board may require the Lot Owner to pay a reasonable fee to reimburse the Association for its costs in considering and acting on a request made under **Subsection 12.2(a)**, including, but not limited to, recording costs and the reasonable fees of attorneys and other professionals.
- (f) No permission or approval shall be required to rebuild a Dwelling or other Improvement on a Lot in substantial accordance with the original design and construction, to repaint in accordance with an originally approved color scheme, or to repaint or remodel the interior of any Dwelling on a Lot.
- (g) Nothing in this Section shall be deemed to require the Executive Board to approve or disapprove any particular request. Neither shall the approval or disapproval of any prior

request require the Executive Board to approve or disapprove any other request at a later date.

- (h) Review and approval by the Executive Board under this **Article XII** does not imply a review as to the adequacy of the plans or specifications for compliance with the laws and regulations of the State of Alaska for building codes, strength, suitability, durability or structural design. Furthermore, approval of a request to the Executive Board shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials. The purpose of Executive Board review and approval is to ensure the conformity and harmony of additions, alterations, or Improvements, as to the quality, external designs and location, in relation to the development of the entire Common Interest Community.

Section 12.3 - Additions, Alterations, and Improvements by Executive Board. Any additions, alterations or Improvements to any portion of the Common Interest Community must comply with all applicable ordinances of the CBJ. In the event that the provisions of this Declaration are more restrictive than the restrictions of the CBJ, then the restrictions of this Declaration shall apply.

ARTICLE XIII **EASEMENTS AND LICENSES**

Section 13.1 – Recorded Easements and Licenses. Recorded easements or licenses affecting the Common Interest Community are recited in **Schedule A-1** to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under **Article VII** of the Declaration.

Section 13.2 – Easement for Ingress and Egress Through Common Elements. Each Lot Owner and Occupant of a Lot has an easement in common with all other Lot Owners and Occupants for ingress and egress through the Common Elements, subject to such reasonable Rules as may be imposed by the Executive Board.

Section 13.3 – Easements for Support. Each Lot and Common Element shall have an easement for lateral and subjacent support from every other Lot and the Common Elements.

Section 13.4 – Easements for Encroachments. In the event any portion of the Common Elements encroaches upon a Lot or a Lot encroaches upon the Common Elements or another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

ARTICLE XIV
COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS

Section 14.1 – Combining and Subdividing Lots. Except as provided in **Section 7.1** of the Declaration, no Lot may be subdivided into two (2) Lots or combined with one (1) or more other Lots. Notwithstanding the foregoing, nothing contained herein shall prevent a Lot Owner from creating a Condominium Project on a Lot.

Section 14.2 – Relocation of Boundaries Between Lots. Subject to the approval of the CBJ, the boundaries between adjoining Lots may be relocated by an amendment to the Declaration upon application to the Association by the Lot Owners of the Lots affected by the relocation. There shall be no reallocation of the Allocated Interests of the Lots affected by the relocation. The Association shall consent to the relocation and prepare an amendment to the Declaration and Planned Community Plat that identifies the Lots involved and shows the relocation of the boundaries of such Lots. The amendment must be executed by those Lot Owners and the approval of all holders of Security Interests in the affected Lots shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The applicants will pay for the costs of preparation of the amendment and Planned Community Plat, recording costs and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XV
AMENDMENTS TO DECLARATION

Section 15.1 – General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or other reserved rights in accordance with **Article VII**, and except as otherwise provided in the Act or in the Declaration, the Declaration, including the Planned Community Plat, may be amended only by the vote or agreement of Lot Owners of Lots to which at least sixty seven percent (67%) of the Votes in the Association are allocated.

Section 15.2 - Amendments Affecting Specified Groups of Lots.

- (a) An amendment to any provision of the Declaration which pertains to the use, maintenance, repair, or replacement of Multifamily Lots, or an amendment to any provision of the Declaration which involves Common Expenses allocated exclusively to the Multifamily Lots, requires the vote or agreement of at least sixty-seven percent (67%) of the votes in the Association, including at least sixty-seven percent (67%) of the votes allocated to Multifamily Lots in the Common Interest Community.
- (b) An amendment to any provision of the Declaration which pertains to the use, maintenance, repair, or replacement of Townhouse Lots, or an amendment to any provision of the Declaration which involves Common Expenses allocated exclusively to the Townhouse Lots, requires the vote or agreement of at least sixty-seven percent (67%) of the votes in the Association, including at least sixty-seven percent (67%) of

the votes allocated to Townhouse Lots in the Common Interest Community.

Section 15.3 – Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with the Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.4 – Recordation of Amendments. Each amendment to the Declaration must be recorded in the Juneau Recording District, and the amendment is effective only upon recording. An amendment, except an amendment pursuant to **Article VII** of the Declaration, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 15.5 – Notice to Lot Owners of Amendments to the Declaration. Following the adoption of an amendment to this Declaration by the Association, the Association shall give all Lot Owners notice of its action and include with it a copy of such amendment.

Section 15.6 – Limitations of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 15.7 – Development Rights, Special Declarant Rights and Other Reserved Rights. Provisions in this Declaration creating Development Rights, Special Declarant Rights or other rights reserved in **Article VII** that have not expired may not be amended without the consent of the Declarant.

ARTICLE XVI

AMENDMENTS TO BYLAWS

The Bylaws may be amended by the vote or agreement of at least fifty one percent (51%) of the members of the Executive Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose.

ARTICLE XVII

TERMINATION AND MERGER

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act, which section is adopted herein by reference. The Common Interest Community may not be merged or consolidated with another common interest community except pursuant to Section 34.08.290 of the Act.

ARTICLE XVIII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 18.1 – Apportionment of Common Expenses. Except as provided in **Section 18.2**, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expense Liability as shown on **Schedule A-2** to the Declaration.

Section 18.2 – Common Expenses Attributable to Fewer than all Lots.

- (a) The Association may, from time to time, provide services to individual Lots or Lot Owners, or to Occupants of a Lot at the request of or with the authorization of the Lot Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis. Unless the Association is required to provide such services to all Lots by the Documents or the Act, or does provide such services to all Lots pursuant to a policy or resolution adopted by the Executive Board, any Common Expenses for such services shall be assessed against the Lot to which the service was provided or to whose Lot Owner or Occupant the service was provided.
- (a) Notwithstanding the provisions of **Section 21.9** of the Declaration, if a Common Expense is caused by the willful misconduct, failure to comply with the Documents, or the gross negligence of a Lot Owner or an Occupant of a Lot or their Permittee, the Association may assess the portion of that Common Expense in excess of insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise, exclusively against the Lot Owner's Lot, following Notice and Hearing to the affected Lot Owner.
- (b) If a Lot Owner is required to reimburse the Association pursuant to the provisions of **Section 6.4** of the Declaration, the amount required to be reimbursed may be assessed exclusively against the Lot Owner's Lot, following Notice and Hearing to the affected Lot Owner.
- (b) Attorney's fees and costs incurred by the Association in collecting past due Common Expenses, assessments or other sums due from a Lot Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Lot Owner in which the Association is named as a defendant, may be assessed exclusively against the Lot Owned by such Lot Owner.
- (c) Attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Lot Owner or an

Occupant of such Lot, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed exclusively against the Lot Owned by such Lot Owner: (i) by the Executive Board after Notice and Hearing; or (ii) as awarded by a court or arbitration order.

- (d) An assessment to pay a judgment against the Association, may be made only against the Lots in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (e) Fees, including attorney's fees, charges, late charges, fines, collection costs and interest charged against the Lot Owner pursuant to the Documents are enforceable against the Lot Owner as Common Expense assessments.

Section 18.3 – Lien.

- (a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is also prior to all Security Interests described in (2) of this Subsection if the Common Expense assessment based on the periodic budget adopted by the Association, pursuant to **Section 18.4** of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.
- (c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if a Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.
- (e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.
- (f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.
- (g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.
- (h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 18.4**.
- (j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under **Section 18.3(b)**, above. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses for which all the Lot Owners, excluding the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.
- (k) Any payments received by the Association to discharge a Lot Owner's obligation may be applied to the oldest balance due.

- (l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.
- (m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in **Subsection (j)**, above.

Section 18.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. The budget is ratified, whether or not a quorum is present, unless at that meeting either:

- (a) The budget is rejected by at least fifty-one percent (51%) of the votes allocated to all Multifamily Lots in the Common Interest Community; or
- (b) The budget is rejected by at least fifty-one percent (51%) of the votes allocated to all Townhouse Lots in the Common Interest Community.

If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 18.5 – Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **Section 18.2**, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expenses to the Lot Owners for their consideration and comment in the same manner as a budget under **Section 18.4**, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 18.6 – Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 18.7 – Payment of Common Expenses. All Common Expenses based on the periodic budget adopted by the Association pursuant to **Section 18.4** shall be due and payable annually or in such other intervals as the Executive Board may determine.

Section 18.8 – Acceleration of Common Expense Assessments. In the event of a default for a period of sixty (60) days by any Lot Owner in the payment of any Common Expense assessment levied against the Lot Owner's Lot, the Executive Board shall have the right, after Notice and

Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Section.

Section 18.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of the first Lot to a Lot Owner other than the Declarant occurs.

Section 18.10 – No Waiver of Liability for Common Expenses. No Lot Owner may exempt itself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessments are made.

Section 18.11 – Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

ARTICLE XIX

RIGHT TO ASSIGN FUTURE INCOME

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

ARTICLE XX

PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT

Section 20.1 – Compliance with the Documents. All Lot Owners and Occupants of a Lot shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner or Occupant, and all such provisions recorded in the records of the Juneau Recording District, First Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

Section 20.2 - Indemnification for Actions of Others. Each Lot Owner and each Occupant of a Lot shall indemnify, defend and hold harmless the Declarant, the Association, the Executive Board and all other Lot Owners and Occupants from any demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments or other liabilities resulting from the actions of the Lot Owner or Occupant, or their Permittees.

Section 20.3 – Adoption of Rules. The Executive Board, following Notice and Comment to all Lot Owners, may adopt reasonable Rules regarding the use of the Common Elements and the use

and occupancy of Lots. Further, the Executive Board may adopt Rules consistent with the Declaration for the assessment of fines against Lots for any violation of the provisions of the Declaration, Bylaws, or Rules by the Lot Owner or Occupant of such Lot.

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

Section 20.4 – Notice to Lot Owners of Changes to Rules. Following the adoption, amendment, or repeal of a Rule, the Executive Board shall give all Lot Owners notice of its action and include with it a copy of any new or amended Rule.

Section 20.5 – Limitation on Challenges. No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one (1) year after the date that notice of the amendment was given to the Lot Owners.

ARTICLE XXI

INSURANCE

Section 21.1 – Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners at their last known address.

Section 21.2 – Property Insurance.

- (a) Property insurance shall be maintained on any personal property or insurable Common Element Improvements owned by the Association. Selecting the amount of the deductible shall be according to the policy established by the Executive Board.
- (b) *Risks Insured Against.* The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (c) The name of the insured shall be substantially "RIDGEVIEW OWNERS ASSOCIATION, INC."

Section 21.3 – Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

- (a) Each Lot Owner is an insured Person under the policy with respect to liability arising out of membership in the Association;
- (b) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;
- (c) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance;
- (e) The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 21.4 – Fidelity Insurance. A blanket fidelity insurance policy shall be obtained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The policy shall provide that the insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, each holder of a Security Interest in a Lot, and to the insurance trustee, if any, at their respective last known addresses.

Section 21.5 – Workers' Compensation Insurance. The Association shall obtain and maintain Workers' Compensation Insurance as necessary to meet the requirements of the laws of the State of Alaska.

Section 21.6 – Directors and Officers Liability Insurance. The Association shall obtain and maintain Directors' and officers' liability insurance, if reasonably available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 21.7 – Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Lot Owners.

Section 21.8 – Premiums. Insurance premiums shall be a Common Expense assessed against each Lot as provided in **Section 18.1**.

Section 21.9 – Deductibles. Except as provided in **Section 18.2**, any deductibles for insurance coverage maintained by the Association shall be a Common Expense assessed against each Lot as provided in **Section 18.1**.

Section 21.10 – Lot Owner Insurance. Lot Owners shall maintain insurance covering the insurable Improvements located within their Lot and liability arising from the conduct of Persons on their Lot. The amount of coverage and the deductible for such insurance shall be at the discretion of the Lot Owner.

ARTICLE XXII

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 22.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment" and at any other time the Executive Board determines, then the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than **ten (10) days** before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 22.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given in writing and shall be delivered personally or by mail, not less than **ten (10) days** before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 22.3 – Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing

a written notice of appeal with the Executive Board within **ten (10) days** after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIII **EXECUTIVE BOARD**

Section 23.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in the Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but are not limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, independent contractors, and agents, other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Lot Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional Improvements or real property to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section AS 34.08.430 of the Act;

- (k) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Lot Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, the filing and recording of a plat or plan that accompanies an amendment, resale certificates, or a statement of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or the Bylaws;
- (r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other power necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 23.2 – Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

Section 23.3 – Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within thirty (30) days after such meeting.

Section 23.4 – Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.

Section 23.5 – Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

ARTICLE XXIV

EXECUTIVE BOARD MEETINGS

Section 24.1 – Access. All meetings of the Executive Board at which action is to be taken by vote at such meeting will be open to the Lot Owners, except as hereafter provided.

Section 24.2 – Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the president or by a majority of the Directors on at least three (3) business days' notice to each member of the Executive Board. The notice will be hand-delivered, emailed or mailed and will state the time, place and purpose of the meeting.

Section 24.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXV

CONDEMNATION

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

ARTICLE XXVI

MEDIATION & ARBITRATION

Section 26.1 – Mediation Clause. No Lot Owner shall commence an arbitration proceeding under the provisions of **Section 26.2** below, unless such Lot Owner shall first give a written notice ("**Dispute Notice**") to the Association stating the nature of the dispute. The parties shall attempt in

good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association in effect on the date of the Dispute Notice. If the dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, the dispute shall be determined by arbitration in accordance with the provisions of **Section 26.2**.

Section 26.2 – Arbitration Clause. Any controversy, claim, or dispute of whatever nature arising between Lot Owners or between Lot Owners and the Association, including but not limited to, those arising out of, or relating to, the Declaration and associated Documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, or deadlock on any matter requiring a vote of the Lot Owners or Executive Board members, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **Section 26.1** above shall be determined by arbitration, by one arbitrator in Juneau, Alaska, governed and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrators shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

ARTICLE XXVII

MISCELLANEOUS

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

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

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

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

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

Section 27.6 – Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association. In an action to enforce the provisions of the Declaration, the prevailing party shall be entitled to recover court costs, actual damages, fines imposed pursuant to the Declaration, and reasonable actual attorney fees.

Section 27.7 - Association Not a Guarantor of Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Property safer than it otherwise might be.

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

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed this ____ day of _____, 20__.

[DECLARANT SIGNATURE AND NOTARY ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE]

DECLARANT: **GLACIER HEIGHTS, LLC, d/b/a**
 GLACIER HEIGHTS JUNEAU, LLC

By:
Its:

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20 __, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the _____ of **GLACIER HEIGHTS, LLC, d/b/a GLACIER HEIGHTS JUNEAU, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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

Notary Public in and for Alaska
My Commission Expires: _____

[APPROVAL OF LENDER APPEARS ON THE FOLLOWING PAGE]

APPROVAL OF LENDER - FIRST NATIONAL BANK ALASKA

The undersigned is the beneficiary under the following Deed of Trust:

1. *Construction Deed of Trust*, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder, between GLACIER HEIGHTS, LLC, as Grantor, and FIRST NATIONAL BANK ALASKA, as Lender, dated July 14, 2023 and recorded on July 25, 2023, as Serial No. 2023-002226-0, records of the Juneau Recording District, First Judicial District, State of Alaska.

The undersigned beneficiary approves the foregoing Declaration and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust, including any amendments thereto, shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

FIRST NATIONAL BANK ALASKA

By: _____
Its: _____

STATE OF ALASKA)
)
 FIRST JUDICIAL DISTRICT) SS.

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of **FIRST NATIONAL BANK ALASKA** and known to me to be the person who signed the foregoing instrument, on behalf of **FIRST NATIONAL BANK ALASKA**, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

Notary Public in and for Alaska
My Commission Expires:

APPROVAL OF LENDER - CITY AND BOROUGH OF JUNEAU

The undersigned is the beneficiary under the following Mortgage Contract:

2. *Mortgage Contract*, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder, between GLACIER HEIGHTS, LLC, as Borrower, and the CITY AND BOROUGH OF JUNEAU, as Lender, dated July 28, 2023 and recorded on July 31, 2023, as Serial No. 2023-002301-0, records of the Juneau Recording District, First Judicial District, State of Alaska.

The undersigned lender approves the foregoing Declaration and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust, including any amendments thereto, shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

CITY AND BOROUGH OF JUNEAU

By: _____
Its: _____

STATE OF ALASKA)
)
 FIRST JUDICIAL DISTRICT) SS.

THIS IS TO CERTIFY that on this _____ day of _____, 20__, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, known to me to be the person who signed the foregoing instrument on behalf of the **CITY AND BOROUGH OF JUNEAU**, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed for the uses and purposes stated therein.

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

Notary Public in and for Alaska
My Commission Expires:

SCHEDULE A-1
DESCRIPTION OF THE COMMON INTEREST COMMUNITY

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

Unit Lots [REDACTED], RIDGEVIEW SUBDIVISION, according to the official plat thereof, Plat No. [REDACTED], records of the Juneau Recording District, First Judicial District, State of Alaska.

Parent Lot [REDACTED], RIDGEVIEW SUBDIVISION, according to the official plat thereof, Plat No. [REDACTED], records of the Juneau Recording District, First Judicial District, State of Alaska.

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

Parent Lots [REDACTED], RIDGEVIEW SUBDIVISION, according to the official plat thereof, Plat No. [REDACTED], records of the Juneau Recording District, First Judicial District, State of Alaska.

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

1. [REDACTED] To be updated with information from cert to plat.

[SCHEDULE A-2 APPEARS ON THE FOLLOWING PAGE]

SCHEDULE A-2
TABLE OF INTERESTS

<u>Plat No.</u>	<u>Unit Lot</u>	<u>Dwellings in Unit Lot</u>	<u>Common Expense Liability*</u>	<u>Votes in the Association</u>
2024-	A	24	100%	1
TOTALS	1 Unit Lot	24 Dwellings	100%	1 Vote

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

SCHEDULE A-3
PLANNED COMMUNITY PLAT

RIDGEVIEW SUBDIVISION

A Planned Community located on

Unit Lots [REDACTED], and Parent Lot [REDACTED], RIDGEVIEW SUBDIVISION,
according to the official plat thereof, Plat No. [REDACTED].

[PLANNED COMMUNITY PLAT APPEARS ON THE FOLLOWING PAGES]

DRAFT

OWNERSHIP CERTIFICATE

The undersigned does hereby certify that it is the owner of **Unit Lots** _____, and **Parent Lot** _____, **RIDGEVIEW SUBDIVISION**, according to the official plat thereof, Plat No. _____, records of the Juneau Recording District, First Judicial District, State of Alaska.

The undersigned, as Declarant, under that certain **Declaration of Ridgeview Subdivision**, recorded of even date herewith in the records of the Juneau Recording District, First Judicial District, State of Alaska, ("**Declaration**"), pursuant to Section 34.08.170 of the Alaska Uniform Common Interest Ownership Act ("**Act**"), does hereby file this Planned Community Plat to reflect the Lots and Common Elements as shown herein and does submit the property to the Act.

GLACIER HEIGHTS, LLC, d/b/a GLACIER HEIGHTS JUNEAU, LLC

By:
Its:

STATE OF ALASKA

FIRST JUDICIAL DISTRICT

)
) ss.
)

THIS IS TO CERTIFY that on this _____ day of _____, 20 __, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the _____ of **GLACIER HEIGHTS, LLC, d/b/a GLACIER HEIGHTS JUNEAU, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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

Notary Public in and for Alaska
My Commission Expires: _____

SURVEYOR'S CERTIFICATE

Section 34.08.170 of the Alaska Uniform Common Interest Ownership Act requires that a certification be made which states that the Planned Community Plat contains the information as set forth in Section 34.08.170.

I do hereby certify that the Planned Community Plat of **Ridgeview Subdivision**, is a true and correct layout of the Lots and Common Elements and that the information as required by Alaska Statute 34.08.170 is provided for on this plat filed herewith.

Signature: _____
Printed Name: _____
Registered Land Surveyor No. _____

ORIGINAL					
		Square Feet			
Parent Lot	Phase	Total	Developed	Open	
1	1	101,210	66,150	35,060	
1	2	203,340	148,780	54,560	
2	3	170,990	110,790	60,200	
3	4	66,510	46,490	20,020	Development
3	5	225,250	52,160	173,090	% Open Space:
		767,300		342,930	45%

REVISED					
		Square Feet			
Parent Lot	Phase	Total	Developed	Open	
1	1	140,405	93,569	46,836	
1	2	164,145	121,361	42,784	
2	3	170,990	110,790	60,200	
3	4	66,510	46,490	20,020	Development
3	5	225,250	52,160	173,090	% Open Space:
		767,300		342,930	45%

Alternative Residential Subdivision

Ridgeview

Approval Condition Review

ARP2022 0001 – Original Preliminary Plan Approval

Condition	Status	Summary
When the connection to Vista del Sol Drive is constructed, change the name of Seymour Way to Vista del Sol Drive.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	Originally the United States Postal Service (USPS) wanted the extended roadway to be named Vista del Sol Drive. USPS guidance was modified in subsequent decisions.
For each Final Plan, provide updated off-street parking plans that show required ADA spaces, or denote if they are included in garage parking.	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	
For the Final ARS Plan for the first phase, a Traffic Impact Analysis for the entire development must be approved by CBJ. ADOT&PF will be consulted regarding impacts from the development.	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	
Plan and install a continuous vegetated barrier along the entire length of the development from the platted connection with Vista del Sol Drive along the shared property line to the development's property line at Glacier Highway. The vegetated barrier will be depicted on the preliminary and final plats of each Phase located in this area with an associated plat note. The vegetative buffer will be completed by phase, and required before the Temporary Certificate of Occupancy is issued.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	<p>The modification considered under ARF2023 0003 includes this buffer. The following plat note will be included in the final plat:</p> <p>A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER (SMP2022 0001, proposed Plat Note 3).</p>
Prior to approval of the Final Alternative Residential Subdivision Plan for each phase, the applicant shall submit homeowners' association, or similar, documents that comply with the requirements of CBJ 49.15.950(b).	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	Proposed modification under ARF2023 0003, meets code.
The vegetative buffer on the west lot line shall be 15 feet wide, and can be reduced to five (5) feet with fence sufficient to provide a visual and acoustic buffer.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	See above.

ARF2022 0001 - Final Plan Conditions of Approval (Original)

Condition	Status	Summary
Establish unique names for the roadways in the subdivision.	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	Roadway named Seymour Way per USPS guidance, to avoid address renumbering challenges.
Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	Construction item.
The developer will submit documentation of approval of the mail box location by the United States Post Office.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	
The developer will submit written documentation of approval of the trash location and volume by Waste Management to the Director for approval.	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	
Snow storage may be modified and approved by the Director if the area of snow storage provided per lot remains the same.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	As parking is modified, the Director will consider snow storage locations. These may change and develop as parking is further developed.
Approval is subject to the following plat note (SMP2022 0001): A FIFTEEN (15) FOOT VEGETATED BUFFER IS REQUIRED ALONG THE WEST LOT LINE. THE BUFFER CAN BE REDUCED TO FIVE (5) FEET WITH A FENCE SUFFICIENT TO PROVIDE A VISUAL AND ACOUSTIC BUFFER.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	Plat note will be included in the final plat submission.

ARF2023 0001 - Final Plan Conditions of Approval (Original)

Condition	Status	Summary
Establish unique names for the roadways in the subdivision.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	The final plat will show the name of the new roadway as Seymour Way, as requested by the USPS.
Install signage where Vista del Sol Drive and the proposed subdivision road meet, with directional arrows depicting the split.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	During construction of the connection between Seymour Way and Vista del Sol Drive, anticipated after 100 units are

Condition	Status	Summary
		constructed (fire code requirement for second access).
The developer will submit documentation of approval of the mail box location by the United States Post Office.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input checked="" type="checkbox"/> On-going	The USPS has been involved in discussions regarding the location of the mail boxes along Seymour Way. They have not documented approval.

49.15.950 Final alternative residential subdivision plan approval.

- (a) *Application.* Upon completion of all conditions of the preliminary plan, the developer shall submit an application, fee, and a final plan for commission approval.
- (b) *Homeowners' association.* The formation of a homeowners' association, or similar entity, is required.
- (1) The articles of incorporation and bylaws of the homeowners' association, required under A.S. 34.08 or this chapter, shall be prepared by a lawyer licensed to practice in the state. *J. Taylor Rounds, Bar # 1111087, McCollum & Rounds, LLC.*
 - (2) The homeowners' association shall be responsible for:
 - the maintenance of open space, *Section 5.1*
 - water and sewer utilities, *Section 5.1*
 - and stormwater control features and drainages. *Section 5.1*
 - The association documents shall specify how any other common facilities shall be operated and maintained. *Section 5.2*
 - The association documents shall require homeowners to pay periodic assessments for the operation, maintenance and repair of common facilities. *Article XVIII*
 - The documents shall require that the governing body of the association adequately maintain common facilities. *Section 6.1*
 - (3) If the alternative residential subdivision is phased, the association documents shall specify how the cost to build, operate, and maintain improved open space and common facilities shall be apportioned among homeowners of the initial phase and homeowners of later phases. *Article VIII (when Exhibit A-2 is created for the bylaws).*
 - (4) The homeowners' association documents shall be recorded with the approved final plat. *CBJ requires executed documents for recording the final plat. The Declaration acknowledges the ongoing responsibility to record amendments in Section 15.4.*
- (c) *Commission action.* The commission may approve the final plan if it substantially conforms to the approved preliminary plan and all requirements of this article.
- (d) *Expiration.* An approved final plan shall expire 18 months after recording if the applicant fails to obtain an associated building permit and make substantial construction progress. An application for extension of a final plan shall be according to section 49.15.250, development permit extension.

(Serial No. 2018-41(c), § 2, 12-17-2018, eff. 1-17-2019)

Irene Gallion

From: Irene Gallion
Sent: Friday, January 12, 2024 10:53 AM
To: Drown, Arthur EE (DOT)
Cc: Schuler, Michael K (DOT)
Subject: FW: ARF23-02: Comments requested
Attachments: 01 ARF Amendment 2 2023-12-01.pdf; 02 ARF2022 0001 JAN 2024 AMENDMENT FIGURE.pdf; 03 AK-21001-LP 01-04-24-LP-OVERALL COLOR.pdf; 04 Declaration of Ridgeview PC 12 29 23.pdf; Agency Comments Form.pdf

Hi Arthur, sorry about the stunted subject line in the last one.

Also, here is a web site if that is easier to view:

<https://juneau.org/community-development/short-term-projects>

From: Irene Gallion
Sent: Friday, January 12, 2024 9:48 AM
To: Drown, Arthur EE (DOT) <arthur.drown@alaska.gov>
Cc: Schuler, Michael K (DOT) <michael.schuler@alaska.gov>
Subject: ARF23-02:

Happy New Year, Arthur!

Attached is an application for Ridgeview to modify their subdivision plan for Phase 1. No additional units, but they are changing some units from 1 or 2 bedrooms to 3 (page 62 of attachment 01).

Comments (if there are any) would be appreciated by January 31, 2024. If you need more time, just let me know and we'll work it out.

Thanks!

Irene Gallion | Senior Planner

Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street | 4th Floor Marine View Building
Office: 907.586.0753 x4130



Fostering excellence in development for this generation and the next.

How are we doing? Provide feedback here: <https://juneau.org/community-development/how-are-we-doing>

Irene Gallion

From: Irene Gallion
Sent: Friday, January 12, 2024 10:57 AM
To: Charlie Ford; Dan Jager; General Engineering
Cc: Jeffrey Hedges
Subject: ARF23-02: Modifications to Ridgeview layout
Attachments: 01 ARF Amendment 2 2023-12-01.pdf; 02 ARF2022 0001 JAN 2024 AMENDMENT FIGURE.pdf; 03 AK-21001-LP 01-04-24-LP-OVERALL COLOR.pdf; 04 Declaration of Ridgeview PC 12 29 23.pdf; Agency Comments Form.pdf

Hello team,

Attached is an application for Ridgeview to modify their subdivision plan for Phase 1. Changes include:

- Relocation of Building B northward (away from Glacier Highway).
- Relocation of some parking in Building B's previous footprint.
- Elimination of underground parking in Buildings B, C and D, increasing surface parking.
- Updated Homeowner Association documents.

Here is the web site if that is easier to view: <https://juneau.org/community-development/short-term-projects>

Comments would be appreciated by January **31, 2024**. If you need more time, just let me know and we'll work it out.

Thanks!

Irene Gallion | Senior Planner

Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street | 4th Floor Marine View Building
Office: 907.586.0753 x4130



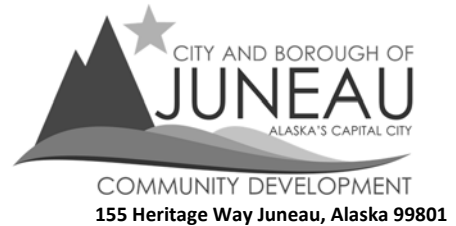
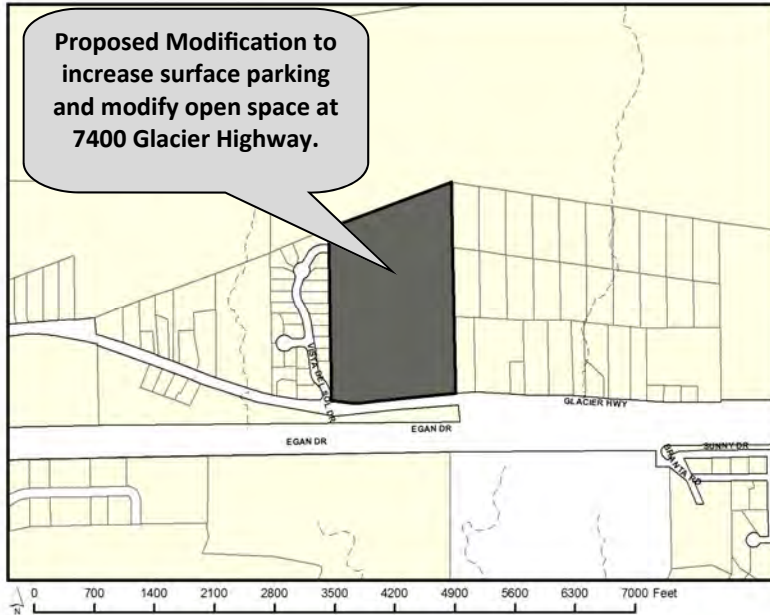
Fostering excellence in development for this generation and the next.

How are we doing? Provide feedback here: <https://juneau.org/community-development/how-are-we-doing>

Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission

Your Community, Your Voice



TO

Alternative Residential Subdivision Modification application has been submitted for consideration and public hearing by the Planning Commission to **increase surface parking and modify open space at 7400 Glacier Highway** in a **D18** zoning district.

PROJECT INFORMATION:

Project Information can be found at:

<https://juneau.org/community-development/short-term-projects>

PLANNING COMMISSION DOCUMENTS:

Staff Report expected to be posted **February 20th, 2024** at

<https://juneau.org/community-development/planning-commission>

Find hearing results, meeting minutes, and more here, as well.

Now through Feb. 5th

Comments received during this period will be sent to the Planner, **Irene Gallion** to be included as an attachment in the staff report.

Feb. 6th— noon, Feb. 23rd

Comments received during this period will be sent to Commissioners to read in preparation for the hearing.

HEARING DATE & TIME: 7:00 pm, Feb. 27th, 2024

This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting <https://juneau.zoom.us/j/82129669482> and use the Webinar ID: 821 2966 9482 OR join by telephone, calling: 1-253-215-8782 and enter the Webinar ID (above).

You may also participate in person in City Hall Assembly Chambers, 155 Heritage Way Juneau, Alaska.

Feb. 28th

The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

Phone: (907)586-0753 ext. 4130

Email: pc_comments@juneau.gov or irene.gallion@juneau.gov

Mail: Community Development, 155 Heritage Way, Juneau AK 99801

Printed January 16, 2024

Case No.: ARF2023 0002

Parcel No.: 5B1401010010

CBJ Parcel Viewer: <http://epv.juneau.org>

Irene Gallion

From: Isaac Johnson <isaac@pci1980.com>
Sent: Monday, February 5, 2024 9:10 AM
To: Irene Gallion; Garrett Johnson
Subject: Re: ARE2023-0002: Public Notice Sign
Attachments: Resized_20240202_165815.jpeg

Irene – Attached is a picture of the Public Notice sign, posted on our property

Isaac Johnson
801.822.4459



From: Irene Gallion <Irene.Gallion@juneau.gov>
Date: Thursday, February 1, 2024 at 9:44 AM
To: Isaac Johnson <isaac@pci1980.com>, Garrett Johnson <garrett@pci1980.com>
Subject: RE: ARE2023-0002: Public Notice Sign

Isaac, you have time. Today the roads and parking are stupidly bad.

You have until Feb 12.

Thanks!

From: Isaac Johnson <isaac@pci1980.com>
Sent: Wednesday, January 31, 2024 5:18 PM
To: Garrett Johnson <garrett@pci1980.com>; Irene Gallion <Irene.Gallion@juneau.gov>
Subject: Re: ARE2023-0002: Public Notice Sign

Garrett – yes I will stop into the city tomorrow and pick it up

Isaac Johnson
801.822.4459



From: Garrett Johnson <garrett@pci1980.com>
Date: Wednesday, January 31, 2024 at 5:04 PM
To: Irene Gallion <Irene.Gallion@juneau.gov>, Isaac Johnson <isaac@pci1980.com>
Subject: Re: ARE2023-0002: Public Notice Sign

Thanks Irene.

Isaac - Can you get the sign tomorrow and post it onsite?

Thanks,
Garrett Johnson

From: Irene Gallion <Irene.Gallion@juneau.gov>
Sent: Wednesday, January 31, 2024 5:27:45 PM
To: Garrett Johnson <Garrett@pci1980.com>
Cc: Irene Gallion <Irene.Gallion@juneau.gov>
Subject: ARE2023-0002: Public Notice Sign

Hi Garrett,

A red Public Notice Sign is available for pick up in the permit center. This sign will need to be posted by Monday, February 12, 2024.

Please send an e mail with a photo of the posted sign. The e mail will be used to time and date stamp the posting.

If the sign is returned by the Monday following the Commission meeting, \$100 is refunded.

Please check in with permit staff before taking the sign.

Thank you!

Irene Gallion | Senior Planner

[Community Development Department](#) | City & Borough of Juneau, AK
Location: 230 S. Franklin Street | 4th Floor Marine View Building
Office: 907.586.0753 x4130



Fostering excellence in development for this generation and the next.

How are we doing? Provide feedback here: <https://juneau.org/community-development/how-are-we-doing>



Attachment G - Public Notice Sign



February 5, 2024

RE: Alternative Residential Subdivision Modification Application
Case Number: ARF2023 0002

To Whom It May Concern,

The Southeast Alaska Land Trust (SEALT) received notice that an Alternative Residential Subdivision Modification application has been submitted for consideration and public hearing by the City & Borough of Juneau (CBJ) Community Development Planning Commission to increase surface parking and modify open space at 7400 Glacier Highway. The case number for this application is ARF2023 0002.

The proposed project is located immediately upslope and upstream of SEALT's Honsinger Wetlands Mitigation Site (CBJ Parcel ID 5B1401020072). This mitigation site provides compensatory mitigation for seven Department of the Army permits, overseen by the US Army Corps of Engineers, including CBJ permits for the Juneau International Airport and Statter Harbor.

The ongoing development upstream of this mitigation site could have deleterious effects to the Honsinger Wetlands Mitigation Site through effects such as increased runoff, changed sediment transport, increased pollution, and changed hydrology. The healthy function of a watershed is dependent on all groundwater, wetlands, and waterways within the catchment area; impacts to upland areas can adversely affect downstream portions of the watershed. In the last decade, wetlands around the Honsinger Wetlands such as the "Field of Fireweed" have been developed, and those impacts can already be observed in altered drainages, sediment deposits, and reduced surface water storage within this watershed.

SEALT requests that the Planning Commission thoroughly consider potential effects to the downstream mitigation site and the surrounding watershed as well as necessary mitigation measures when evaluating the application.

If you have any questions, please contact us at (907) 586-3100 or info@sealt.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Custer".

Margaret Custer
Executive Director