



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

March 28, 2025

MEMORANDUM

To: The Planning Commission
From: Ilsa Lund, Planner I
Through: Jill Lawhorne, AICP
Parcel No.: 5B1601441000
Legal Description: VINTAGE PARK CONDOMINIUMS
Case Number: USE2025 0005

RE: Amendment to USE2018 0007 to reduce the number of parking spaces by one (1)

The applicant, on behalf of the Vintage Park Condominiums Homeowners Association (HOA), has submitted a request to amend an existing Conditional Use Permit (CUP) to reduce the number of exterior parking spaces by one (1) (Attachment A).

BACKGROUND

In 2018, the Planning Commission approved CUP USE2018 0007 (Attachment B), allowing for the development of a 23-unit condominium project, subject to the following condition:

“5. Prior the first Temporary Certificate of Occupancy or Certificate of Occupancy for a dwelling in the development, a revised parking plan showing no fewer than 49 parking spaces on the exterior of the buildings shall be submitted and approved by CDD.”

This condition was imposed in response to concerns raised by a Planning Commission member regarding the residential development's location within a Light Commercial (LC) zoning district (Attachment C). Such a designation permits a variety of commercial uses, including manufacturing, storage, office spaces, and retail sales, which could potentially impact the development's overall parking needs.

Each condominium unit is designed with a large garage/shop on the main floor and living space above. The garages are 22 feet wide, with the capacity to accommodate two parking spaces each, providing a total of 46 parking spaces within the structure. According to CBJ 49.40.230, the minimum parking requirement for the development is 40 spaces.

The site plan submitted with this application indicates 57 exterior parking spaces, including two ADA accessible spaces, surrounding the four buildings. This configuration results in parking spaces being offset from the units, which could potentially limit access to and from the garages. The proposed amendment seeks to realign the parking spaces directly in front of each unit, ensuring two parking spaces are provided outside of each garage. This adjustment would reduce the exterior parking spaces to a total of 48, consisting of 46 regular parking spaces and two (2) ADA-compliant spaces. Numerous site visits conducted by CDD staff suggest that the parking lot is rarely at capacity.

During the CBJ Agency Review period, concerns regarding on-street parking were raised by the CBJ Streets and Fleet Division (Attachment D). Prior to the construction of the Vintage Park Condominiums, multiple parking regulation signs were posted along the south side of Clinton Drive. These signs were likely removed during construction and not replaced. The original signs prohibited parking along Clinton Drive between 1 a.m. and 7 a.m. to facilitate snow removal and street sweeping. Similar parking restrictions remain in place along the north side of Clinton Drive. Site visits indicated that there are typically four (4) to seven (7) vehicles parked on the street adjacent to the condominiums at various times throughout the day. At least two of the vehicles appear to be abandoned, while the remaining vehicles are regularly moved.

Condition: Prior to the issuance of a Temporary Certificate of Occupancy, the applicant shall coordinate with the CBJ Streets and Fleet division to ensure that all vehicle control signs removed from the Clinton Drive right-of-way are replaced.

FINDINGS

Conditional Use Permit Criteria – Per CBJ 49.15.330 (e) & (f), Review of Director's & Commission's Determinations, the Director makes the following findings on the proposed development:

1. *Is the application for the requested Conditional Use Permit complete?*

Analysis: The application focuses on the modification of the parking space arrangement around the exterior of the four (4) buildings that make up the condo association.

Finding: Yes, the application is complete.

2. *Is the proposed use appropriate according to the Table of Permissible Uses?*

Analysis: No change from USE2018 0007. The original application was for a 23-unit condominium development. The use is listed at CBJ 49.25.300, Section 1.300.

Finding: Yes. The requested permit is appropriate according to the Table of Permissible Uses.

3. *Will the proposed development comply with the other requirements of this chapter?*

Analysis: No further analysis required.

Finding: Yes. Despite a reduction in onsite parking spaces, the minimum required by Title 49 will be exceeded.

4. *Will the proposed development materially endanger the public health, safety, or welfare?*

Analysis: No further analysis required.

Finding: No. There is no evidence to suggest that requested modification to the parking requirement will materially endanger public health or safety.

5. Will the proposed development substantially decrease the value of or be out of harmony with property in the neighboring area?

Analysis: No further analysis required.

Finding: No. There is no evidence to suggest that a 23 dwelling unit condo development with 48 onsite exterior parking spaces in a LC zoning district is inconsistent with the value and harmony with the property in the neighboring area.

6. Will the proposed development conform with the Land Use Plan, Thoroughfare Plan, or other officially adopted plans?

Analysis: No further analysis required.

Finding: Yes. The minimum parking requirements mandated by Title 49 will still be exceeded.

RECOMMENDATION

Staff recommends the Planning Commission adopt the Director's analysis and findings and APPROVE the requested Conditional Use Permit with one condition. The permit would modify the minimum number of exterior parking spaces approved under USE2018-0007 to be reduced by one (1).

- 1. Prior to the issuance of a Temporary Certificate of Occupancy, the applicant shall coordinate with the CBJ Streets and Fleet division to ensure that all vehicle control signs removed from the Clinton Drive right-of-way are replaced.**

MEMO ATTACHMENTS

Item	Description
Attachment A	Application Packet
Attachment B	USE2018 0007 Notice of Decision and Staff Report
Attachment C	2018 Memo by CDD Staff to Planning Commission
Attachment D	Agency Comments
Attachment E	2011 Google Street View of No Parking Sign
Attachment F	Site Photos
Attachment G	Public Notice Abutters
Attachment H	Public Notice Sign Photo



DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications. This form and all documents associated with it are public record once submitted.

To be completed by Applicant	PROPERTY LOCATION	
	Physical Address 3005 Clinton Dr. Juneau, AK 99801	
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) Vintage Park Condominium	
	Parcel Number(s) 5B1601441001 5B1601441000	
	<input type="checkbox"/> This property is located in the downtown historic district <input type="checkbox"/> This property is located in a mapped hazard area, if so, which _____	
	LANDOWNER/ LESSEE	
	Property Owner Vintage Park Condominium	Contact Person Shawn Carey
	Mailing Address 3005 Clinton Dr. Juneau, AK 99801	Phone Number(s) (907) 321-0125
	E-mail Address hanscho@gmail.com	
	LANDOWNER/ LESSEE CONSENT	
Required for Planning Permits, not needed on Building/ Engineering Permits.		
Consent is required of all landowners/ lessees. If submitted with the application, alternative written approval may be sufficient. Written approval must include the property location, landowner/ lessee's printed name, signature, and the applicant's name.		
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 the City and Borough of Juneau officials/employees to inspect my property as needed for purposes of this application.		
<u>Mary Adelmeyer, Board President</u> Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee)		
X	<u>Mary Adelmeyer</u> 11/1/24 Landowner/Lessee (Signature) Date	
	<u>Shawn P. Carey Vice-president-Board Member</u> Landowner/Lessee (Printed Name) Title (e.g.: Landowner, Lessee)	
X	<u>[Signature]</u> 11/1/24 Landowner/Lessee (Signature) Date	
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours. We will make every effort to contact you in advance, but may need to access the property in your absence and in accordance with the consent above. Also, members of the Planning Commission may visit the property before a scheduled public hearing date.		
APPLICANT If same as LANDOWNER, write "SAME"		
Applicant (Printed Name) same	Contact Person	
Mailing Address	Phone Number(s)	
E-mail Address		
X	_____ Applicant's Signature Date of Application	

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

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

Case Number USE25-05	Intake Initials
Date Received 2/14/2025	



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
CHANGE PARKING TO PERMIT UNIT OWNERS TO CONTROL ACCESS TO GARAGE ENTRANCE

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: *1.300*

IS THIS A MODIFICATION OR EXTENSION OF AN EXISTING APPROVAL? YES Case # *USE18-07/USE18-21* NO

UTILITIES PROPOSED *NIA* WATER: Public On Site SEWER: Public On Site

SITE AND BUILDING SPECIFICS *NIA*
 Total Area of Lot _____ square feet Total Area of Existing Structure(s) _____ square feet
 Total Area of Proposed Structure(s) _____ square feet

EXTERNAL LIGHTING *NIA*
 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

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

Plans including:

- Site plan
- NA* Floor plan(s)
- NA* Elevation view of existing and proposed buildings
- YES* Proposed vegetative cover
- YES* Existing and proposed parking areas and proposed traffic circulation
- NA* Existing physical features of the site (e.g.: drainage, habitat, and hazard areas)

If this is a modification or extension include:

- Notice of Decision and case number
- Justification for the modification or extension
- Application submitted at least 30 days before expiration date

DEPARTMENT USE ONLY BELOW THIS LINE

ALLOWABLE/CONDITIONAL USE FEES				
	Fees	Check No.	Receipt	Date
Application Fees	\$ <i>750.00</i>	<i>Class III,</i>		
Admin. of Guarantee	\$ <i>-</i>	<i>23 units</i>		
Adjustment	\$ <i>-</i>			
Pub. Not. Sign Fee	\$ <i>50.00</i>			
Pub. Not. Sign Deposit	\$ <i>100.00</i>			
Total Fee	\$ <i>900.00</i>			

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	Date Received
<i>USE25-05</i>	<i>2/14/2025</i>

Ilsa Lund

From: Jill Lawhorne
Sent: Monday, November 4, 2024 2:18 PM
To: Ilsa Lund
Cc: Scott Ciambor
Subject: RE: Vintage Park Condos

Yes, please. We have had conversations about the parking, but I can't recall if changes were approved by the PC. It will need PC approval to amend their decision. Also, to schedule the PAC, please let him know that whomever owns the condos will need to sign off—it may be the HOA.

Thanks,

Jill

From: Ilsa Lund <Ilsa.Lund@juneau.gov>
Sent: Monday, November 4, 2024 1:42 PM
To: Jill Lawhorne <Jill.Lawhorne@juneau.gov>
Cc: Scott Ciambor <Scott.Ciambor@juneau.gov>
Subject: Vintage Park Condos

Hi Jill,

Joe Adelmeyer came into the permit center with a CUP application to change the number of parking spaces for the Vintage Park Condos. The plans on file indicate that there are currently 58 parking spaces, and the proposed number of parking spaces is 46 (two spaces per unit). According to code, the minimum required number of parking spaces is 34 units. There is no indication on the submitted plan (whether existing or proposed) of required ADA parking or loading space. Joe also mentioned that some of the units are being used for uses other than just residential. We don't have record of these additional uses because the zoning is Light Commercial. CBJ 49.40.200(c) requires that it is the developer's responsibility to provide documentation to demonstrate that all parking code requirements have been met.

I asked Joe if he had had or scheduled a preapplication conference. He assured me that there had been multiple PACs and that this has been an ongoing process over the last 5 years or so. Should I make him schedule another PAC and provide documentation of accessory uses so that parking requirements can be calculated accurately?

Thanks,

Ilsa Lund | Planner I

Community Development Department | City & Borough of Juneau, AK
Location: 230 S. Franklin Street, 4th Floor Marine View Building
Office: 907.586.0753 ext. 4128



Fostering excellence in development for this generation and the next.

Ilsa Lund

From: Joe Adelmeyer <joejnu@gci.net>
Sent: Monday, November 4, 2024 5:26 PM
To: Ilsa Lund
Cc: Edward Quinto
Subject: Re: Vintage Park Condos Parking

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

Just any FYI we were told that no pre-application meeting was necessary. The businesses that are in the condos are run by the folks that are living in the upstairs apartment. They are not the type of business establishments that require additional customer parking. Here is the email from your office regarding the pre app meeting....

To: Hayes John <jahayes@aol.com>, John Hayes <jahayes41@gmail.com>

----- Forwarded message -----

From: Jennifer Shields <Jennifer.Shields@juneau.gov>

Date: Tue, Jul 25, 2023 at 11:20 AM

Subject: RE: Parking Plan VPCA

To: Shawn Carey <hanscoho@gmail.com>

Cc: Judy Fry <jafryhayes@aol.com>

Hi Shawn,

Thanks for your email. Below I have copied both the original email that I sent to John Hayes last month, as well as a follow-up email to him, on your path forward for revising the parking plan. I'm doing this just to make sure that we are all on the same page, since he is the one I was initially in contact with via email.

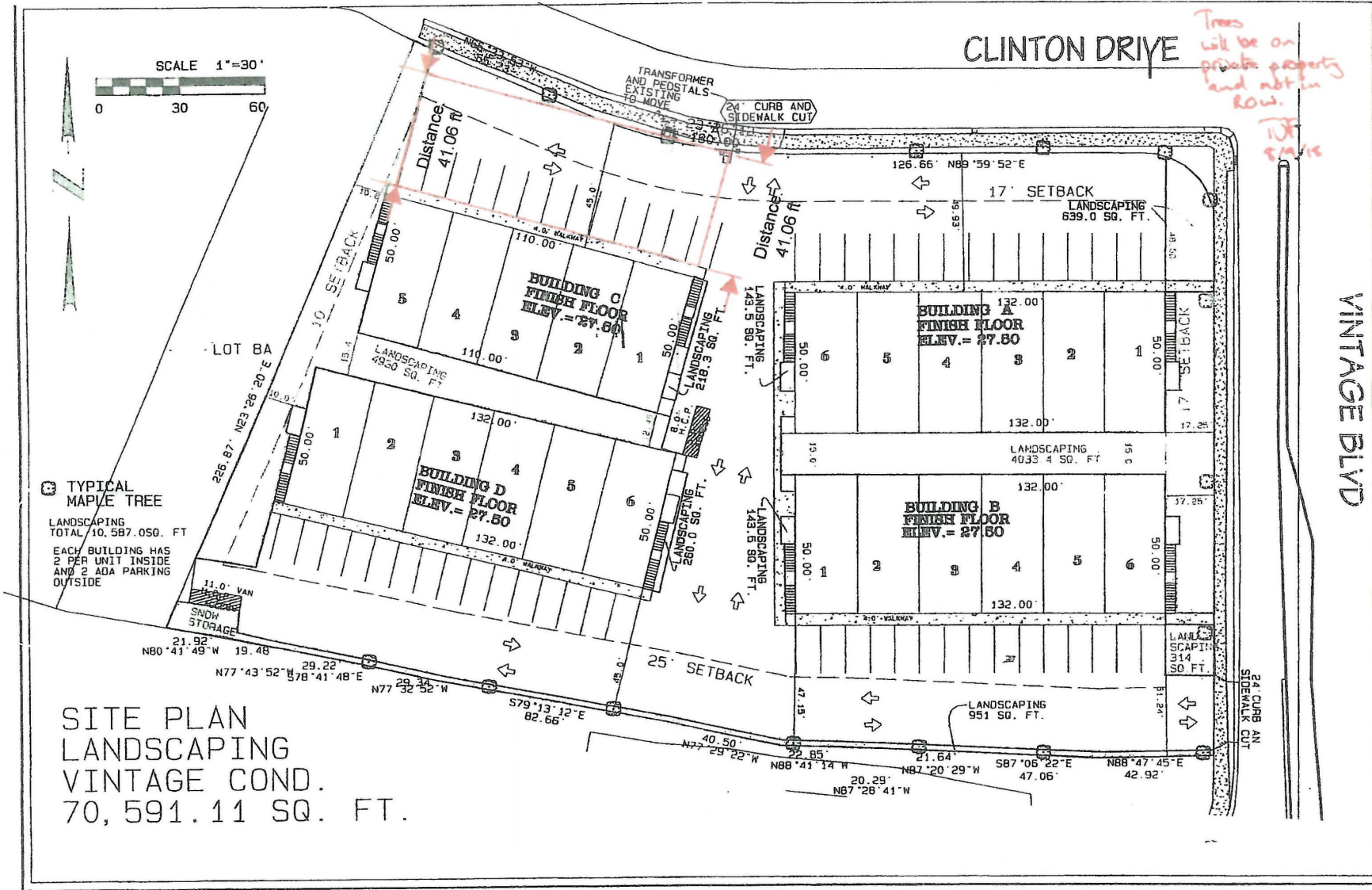
In summary, the path forward to revise the parking plan is:

1. NO pre-application conference meeting required for minor parking revisions.
2. Development Permit Application (DPA) / Conditional Use Permit Application (USE) submittals, to include Site Plan showing requested parking revisions.
 - a. DPA Owner Signatures: If the Condo HOA's governing documents give legal authority to the Board for making decisions related to the SITE (i.e. layout, design, parking, physical improvements, etc.), then we could accept that in lieu of receiving all 23 condo owners signatures on the DPA. **The document should be notarized and recorded.**

Original.

USE 18-07, BLD 18-158, BLD 18-275

Trees will be on private property and not in ROW.
TOP 5/16



Revised 7/26/19

AMENDMENT OF PARKING PLAN
VINTAGE PARK CONDOMINIUMS

1. The Vintage Park Condominiums ("Association") is a Common Interest Community created by Declaration of Covenants, Conditions and Restrictions for Vintage Park Condominiums ("Declaration") dated April 16, 2018, plat No. 2018-49, Juneau Recording District, First Judicial District, State of Alaska.

2. Paragraph D, Section 3 of the Declaration states that a description of the parking area assigned to each individual unit is set forth in Exhibit B to the Declaration. Exhibit B states that each unit is assigned 2 parking spaces directly in front of the Unit.

3. Paragraph C, Section 5 of the Declaration provides that there shall be no restriction imposed on a Unit Owner's right of ingress or egress to his Unit.

4. The current parking areas assigned to the individual units are not directly in front of the units, and the current configuration of parking spaces can restrict a Unit Owner's access to his unit.

5. The Board of Directors of the Vintage Park Condominium Association has voted to amend the current parking plan and adopt the plan attached as Exhibit 1.

6. Paragraph N, Section 1 of the Declaration provides that the Declaration, including the plat and plan, may be amended by 67% affirmative vote or agreement of the voting interest in the common interest community. Exhibit C to the Declaration provides that each unit has a 4.347826% interest in the common elements, and each unit's voting rights are equal to its interest in the common elements.

7. More than 67% of the Unit Owners have voted to approve the new parking plan as set forth in Exhibit 1.

Therefore, the Amendment of Parking Plan for Vintage Park Condominium Association is hereby adopted.

Mary Adelmeyer
Mary Adelmeyer, President
Vintage Park Condominium Association

Dated at Juneau, Alaska
this 18th day of Sept
20 23
Notary Public in and for the State of Alaska
My Commission Expires 12/09/2026

Notary Public
DENISE DENBOW
State of Alaska
My Commission Expires 12/09/2026

 *Approval Voting Email.* Shawn Carey <hanscoho@gmail.com>

Re: Results of voting on the new parking plan

1 message

Judy Fry <jafryhayes@icloud.com>

Sat, Sep 9, 2023 at 6:49 AM

To: Marina Lindsey <marinahlindsey@gmail.com>, Adelmeyer Joe <joejnu@gci.net>, Mary Adelmeyer <adelmeyer99@gmail.com>, Bielefeld Richard <rickbielefeld@gmail.com>, Bleakly Keith & Teresa <trb711@gci.net>, Burns Julie <alaskarealestate@ak.net>, Campbell Andrew <admiraltyak@gmail.com>, Campbell Judy <alaskacampbells@gmail.com>, Carey Shawn <hanscoho@gmail.com>, Charles <crgerbi@gmail.com>, Civay Michael <mcivay@gmail.com>, Dave Spargo <aksouv@alaskasouvenir.net>, Felipe Ogoy <konafelipeogoy@gmail.com>, Fleek Adam <asizzle_501@hotmail.com>, Fleek Donna Mae <mydonna2007@yahoo.com>, Fry Judy <jafryhayes@aol.com>, Gerbi Mary Lou <marylougerbi@gmail.com>, "Hilliard (Hill) Lewis IV" <peregrine911@gmail.com>, Hoff Brandon <bphoff@mac.com>, Khmelev Lonnie <to_lonnie@yahoo.com>, Lesh Carter <carter@shakaak.com>, Moll Steven <dangerouswaters@rocketmail.com>, Rinehart Albert & Nila <anrinehart@gci.net>, Rubbert Mark <rrmmark@aol.com>, Sean Edwards <sedwski@aol.com>, Shyla Germain <shylasmg@yahoo.com>, John Hayes <jjahayes@aol.com>, Dylan listberger <listbergerd@hotmail.com>, Felipe Ogoy <fogoy@bartletthospital.org>, TheBoatCompany <drenda@theboatcompany.org>

Hello VPCA Unit Owners:

Thank you all for your prompt response to the Motion to Amend the Parking Plan. We had great participation.

In favor of the Motion:

8 Voting in favor at the Board Meeting: A1 Spargo, A4 Rupert, A6 Adelmeyer, B4 Fleek, B5 Edwards, C1 Hayes/Fry, C5 Carey/Lindsey, and D5 Listberger.

11 Voting in favor by email: A2 Gerbi, A3 McIntoch (The Boat Company), A5 Civay, B3 Hoff, B5 Edwards, B6 Bleakly, C4 Lewis, D1 Reinhart, D2 Bielfeld, D3 Germain, D6 Moll

2 Voting against the Motion by email: C2 Khmelev, D4 Khmelev/Kot

The Motion Passed.

On Sep 8, 2023, at 8:43 AM, Judy Fry <jafryhayes@icloud.com> wrote:

Hello VPCA unit owners:

The Declaration of the Vintage Park Condominium Association (VPCA) provides that each unit is assigned 2 parking spaces directly in front of the Unit, and that there shall be no restriction imposed on a Unit Owner's right of ingress or egress to his Unit. Unfortunately, some of the current parking areas assigned to the individual units are not directly in front of the units, and the current configuration of parking spaces can restrict a Unit Owner's access to his unit. Therefore, the Board recently voted to amend the parking plan as shown in the attached diagram, and passed the following motion:

MOTION TO AMEND PARKING PLAN

I move to amend the parking plan for Vintage Park Condominiums so that each individual unit is assigned 2 parking spaces directly in front of the Unit as described in Paragraph D, Section 3 of the Declaration, and no Unit Owner's right of ingress or egress to his Unit is restricted, as provided in Paragraph C, Section 5 of the Declaration.

I further move that this amendment of the parking plan be submitted to all Unit Owners for approval.

Pursuant to the motion, the Board is now submitting the amendment of the parking plan to the Unit Owners for approval.

We have already received the approval of 8 Unit Owners who attended the Board meeting on September 6, 2023, including

A1 Spargo, A4 Rupert, A6 Adelmeyer, B4 Fleek, B5 Edwards, C1 Hayes/Fry, C5 Carey/Lindsey, and D5 Listberger.

Please reply to jafryhayes@icloud.com that you approve or disapprove of the new parking plan. If you have any questions about the parking plan, please contact Shawn Carey at 907-321-0125 or John Hayes at 907-500-5025.

Use	Total Units / Sq. Ft.	Trips Generated	Total Trips
Total ADT for both developments:			241 (mix of residential and commercial for current project only)
			334 (mix of residential and commercial for current project and Vintage Park)

Condition: None

Vehicle Parking & Circulation – The site will be accessed via a 32-foot-wide driveway off of Clinton Drive. The driveway meets the CBJ standard for driveway curb cuts. The site plan also shows a 32-foot aisle width for vehicle circulation within the site. The minimum standard is 24 feet wide for two-way traffic. The proposed traffic aisles are wide enough to provide for two-way traffic throughout the site.

The parking requirements are shown in the table below. The applicants have provided a parking and circulation plan that shows 35 parking spaces with two ADA spaces, including one ADA van space. The site plan shows all standard and ADA parking spaces meeting the minimum dimensional standards required in CBJ 49.35.

As part of the building permit approval process, the applicants will be required to stripe all parking spaces and provide the appropriate signage for the two ADA spaces.

Condition #3: Prior to the issuance of a temporary certificate of occupancy for the first dwelling unit, the applicant must submit to CDD a homeowners’ association agreement that addresses the on-going maintenance of parking spaces, ADA spaces, loading zone and circulation aisles that comply with the requirements of CBJ 49.40.

Manufacturing and warehousing requires one off-street loading zone for areas between 5,000 – 24,999 square feet in gross floor area. Loading zones have a dimensional requirement of 30 feet by 12 feet and 14.6 feet of unobstructed height. Loading spaces must remain permanently available for loading.

Use	Total Units and Bedrooms	Spaces Required	Total Spaces
Mix of Residential multi-family and light manufacturing / commercial storage	11 – two bedroom units	1.75 per two bedroom &	19.25
	11 – 1, 100 square foot garages	1 per 1,000 square feet	12.1
Total Parking Requirement:			31
Off-Street Loading Spaces Required:			1
ADA Accessible Spaces Required:			2

Condition #4: Prior to the issuance of a building permit, the applicant shall submit a revised site plan that shows one off-street loading zone that complies with the requirements of CBJ 49.40.

BLUE LINES show existing Handicapped Parking Places not changed by this proposal
 RED LINES indicate proposed 2 parking places for each of 23 Units
 PROPOSED - Vegetated Landscaping

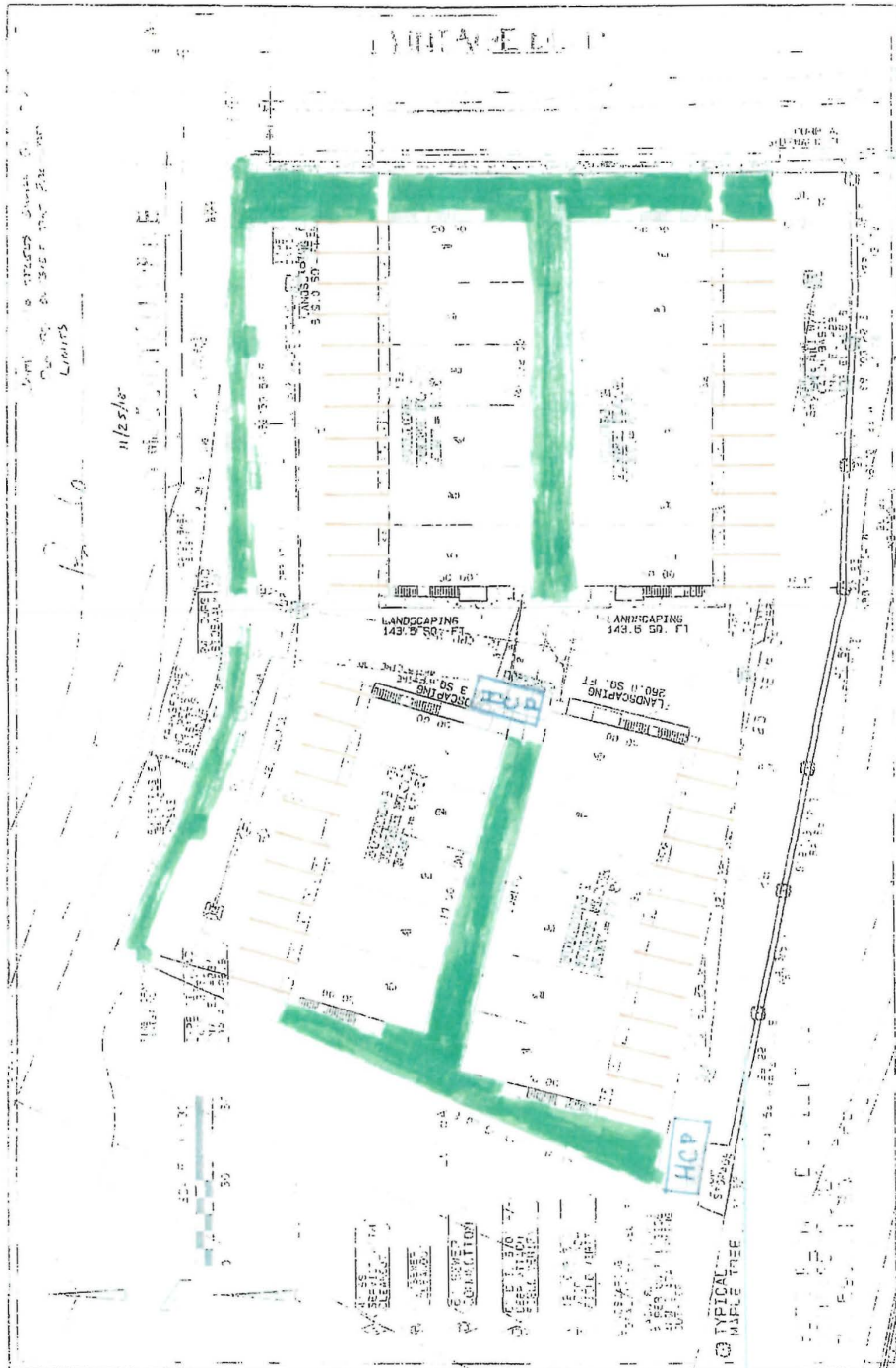


Exhibit 1



Planning Commission

{907} 586-0715
PC_Comments@juneau.org
www.juneau.org/plancomm
155 S. Seward Street • Juneau, AK 99801

PLANNING COMMISSION NOTICE OF DECISION

Date: December 13, 2018
Case No.: USE2018 0021

R&S Construction, LLC
P.O. Box 210194
Auke Bay, AK 99821

Proposal: Modification of a Conditional Use Permit for a 23 dwelling unit condominium development

Property Address: 3005 Clinton Drive, Building B

Legal Description: Vintage Park 11A, Block C, Lot 1A1

Parcel Code No.: 5B1061440012

Hearing Date: December 11, 2018

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated December 4, 2018, and approved the modification of a Conditional Use Permit for a 23 dwelling unit condominium development to be conducted as described in the project description and project drawings submitted with the application for USE2018 0007 and with the following conditions:

1. A revised landscaping plan shall be reviewed and approved by the Community Development Department staff prior to the first Temporary Certificate of Occupancy or Certificate of Occupancy for any dwelling in the development. Prior to a Certificate of Occupancy, a minimum of 15% of the lot shall be planted with landscaped vegetation or the installation of landscaped vegetation must be bonded for.
2. The landscaping plan shall include strategically placed vegetative areas along Clinton Drive and Vintage Boulevard, planted with vegetation that matches other street side plantings of trees

and/or shrubs at other developments in the immediate vicinity. Any additional space between the subject property line and edge of sidewalk on Vintage Boulevard, including the curved property line at the intersection of Vintage Boulevard and Clinton Drive, shall be landscaped with grass.

Along the remaining property line on Clinton Drive, one of the following shall be provided:

- i) Any additional space between the subject property line and edge of sidewalk shall be landscaped with grass; or,
 - ii) A 6 inch raised curb, or similarly effective barrier or fence, shall be provided to prevent vehicles driving from the parking lot directly onto the sidewalk, except for where it is intended to access the lot.
3. Prior to the first Temporary Certificate of Occupancy or Certificate of Occupancy for a dwelling in the development, the applicant shall submit a lighting plan by a professional engineer or architect illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements at CBJ 49.40.230(d).
 4. Prior to issuing a Certificate of Occupancy for the first dwelling unit on the subject lot, a Homeowners' Association Agreement shall be submitted for review and approval by the Community Development Department. The Homeowners' Association agreement documents shall specify how common facilities shall be operated and maintained. The documents shall require that the governing body of the association adequately maintain common facilities including snow removal, approved landscaping, signage, and striping.
 5. Prior to the first Temporary Certificate of Occupancy or Certificate of Occupancy for a dwelling in the development, a revised parking plan showing no fewer than 49 parking spaces on the exterior of the buildings shall be submitted and approved by the Community Development Department.

Attachments: December 4, 2018 memorandum from Tim Felstead, Community Development, to the CBJ Planning Commission regarding USE2018 0021.

This Notice of Decision does not authorize construction activity. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030 (c).

R&S Construction
Case No.: USE2018 0021
December 13, 2018
Page 3 of 3

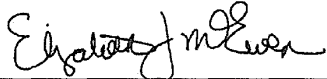
Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, December 11, 2018.

Expiration Date: The permit will expire 18 months after the effective date, or June 11, 2020, if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.

Project Planner: 
Tim Felstead, Planner
Community Development Department


Benjamin Haight, Chair
Planning Commission


Filed With Municipal Clerk

12/21/2018
Date

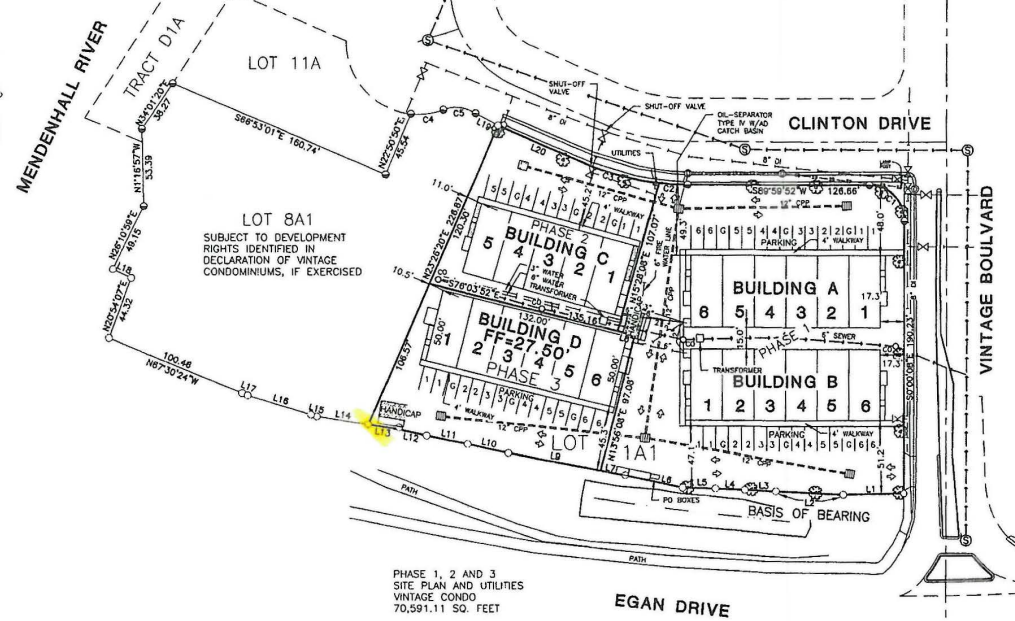
cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.

- LEGEND**
- SECONDARY MONUMENT RECOVERED THIS SURVEY REBAR & CAP, STATE OF ALASKA, DOT & PF, LS 10811
 - SECONDARY MONUMENT RECOVERED THIS SURVEY REBAR & CAP, R&M ENGINEERING
 - SURVEYED
 - - - UNSURVEYED
 - CENTERLINE
 - - - EASEMENT
 - WATER LINE
 - - - SEWER LINE
 - ELECTRIC
 - - - ASPHALT
 - - - STORM DRAIN
 - - - STORM DRAIN
 - - - EXISTING TOP OF BANK
 - ⊙ SANITARY MANHOLE
 - ⊕ WATER VALVE
 - ⊖ CLEANOUT
 - ⊗ CATCH BASIN
 - ⊘ STORM DRAIN CATCH BASIN
 - ⊙ POWER POLE
 - ⊕ FIRE HYDRANT
 - ⊗ TYPICAL MAPLE TREE

(R) = AS PER PLAT NO. 2013-19, DATED 7/1/2013
 INFORMATION UTILIZED TO CONDUCT THIS SURVEY INCLUDED VINTAGE PARK IIA (PLAT NO. 2013-19, DATED 7/1/13) LOT 8A1 AND 11A (PLAT NO. 2014-4, DATED 1/15/14), NOTICE OF MINOR LOT CONSOLIDATION LOTS 1A THRU 7A, BLOCK C DOCUMENT 2018-001894-0)

BASIS OF BEARING
 BASIS OF BEARING FOR THIS PLAT IS FROM A FOUND SECONDARY MONUMENT SET BY DOT & PF LOCATED ON THE SOUTHERLY BOUNDARY AND THE NORTHERLY RIGHT-OF-WAY OF EGAN DRIVE WITH A BEARING OF N87°06'22"W AS PER PLAT NO. 2013-19.



DEDICATION
 KNOWN ALL MEN BY THESE PRESENTS THAT R&S CONSTRUCTION, LLC, OWNER IN FEE SIMPLE OF THE PROPERTY HEREBY PLATTED, HEREBY DECLARES THIS PLAT AND DEDICATES THE SAME FOR CONDOMINIUM PURPOSES. NOTHING IS DEDICATED TO THE PUBLIC GENERALLY BUT ARE SPECIFICALLY DEDICATED FOR THE EXCLUSIVE USE AND BENEFIT OF THE BUSINESS UNIT OWNERS AS COMMON AREAS ACCORDING TO THE DECLARATION. THIS PLAT OR ANY PORTION THEREOF SHALL BE RESTRICTED BY TERMS OF THE DECLARATION FILED UNDER DOCUMENT NO. 2018-001894-0, AND AMENDED DOCUMENT NO. 2019-000895-0, OFFICE OF THE RECORDER, JUNEAU, ALASKA.

NOTARY'S ACKNOWLEDGMENTS:
 STATE OF ALASKA
 ON THIS 2ND DAY OF OCTOBER, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, PERSONALLY APPEARED **SCOTT A. JENKINS**
 KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING CERTIFICATE, TO ME THAT THEY EXECUTED SAID CERTIFICATE FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.
 IN WITNESS WHEREOF, I HAVE HERETO AFFIXED MY SIGNATURE AND OFFICIAL SEAL THE DAY, MONTH AND YEAR IN THIS CERTIFICATE FIRST ABOVE AND THEREIN MENTIONED.

STATE OF ALASKA
 OFFICIAL SEAL
 ANIL L. CHOPRA
 NOTARY PUBLIC
 My Commission Expires 09/12/2021

NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 9-12-2021

- NOTES:**
- ALL PLAT BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARINGS.
 - ALL DISTANCES SHOWN ARE REDUCED TO HORIZONTAL.
 - DOMESTIC WATER AND SANITARY SEWER DISPOSAL PROVIDED BY THE CITY AND BOROUGH OF JUNEAU PUBLIC UTILITIES.
 - WHERE MEASURED BEARING AND/OR DISTANCE DIFFER FROM THE RECORD, THAT OF RECORD IS SHOWN IN PARENTHESIS, ALONG WITH THE SOURCE DOCUMENT/PLAT NOTE.
 - THE ON LOT STORMWATER RUNOFF DRAINAGE IS ACCEPTABLE AS EXISTS BETWEEN THE PLATTED LOTS OF THIS SUBDIVISION AND MAY NOT BE MODIFIED UNLESS PERMITTED BY C&S ENGINEERING PURSUANT TO CHAPTER 18.12.120.1 BEST MANAGEMENT PRACTICES.
 - THE BEARING/DISTANCE FOR THIS LINE WAS DETERMINED BY HOLDING T&N MONUMENTS AND INTEREST THE NORTH AND SOUTH LOT LINES.

AMENDMENT TO PLATS NO. 2018-49 & 2019-41

A PLAT OF VINTAGE PARK CONDOMINIUMS PHASE 3 WITHIN

LOT 1A1, BLOCK C, VINTAGE PARK IIA (PLAT NO. 2013-19)
 NOTICE OF MINOR LOT CONSOLIDATION LOTS 1 THRU 7A, BLOCK C (DOCUMENT 2018-001894-0 AMENDED DOCUMENT NO. 2019-000895-0) WITHIN CITY & BOROUGH OF JUNEAU, ALASKA JUNEAU RECORDING DISTRICT

OWNERS:
 R&S CONSTRUCTION, LLC.
 PO BOX 210154
 ALUKE BAY, ALASKA 99821

SURVEYOR:
 J.W. BEAN, INC.
 PROFESSIONAL SURVEYOR
 1070 ARCTIC CIRCLE
 JUNEAU, ALASKA 99801

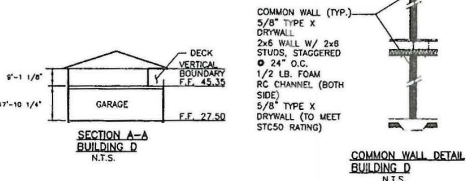
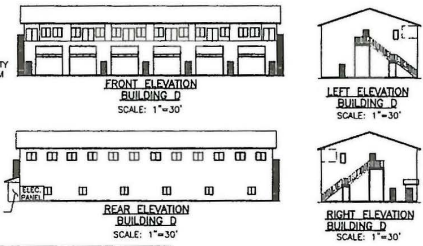
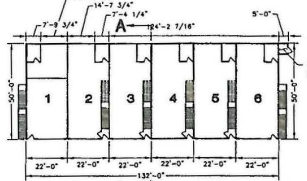
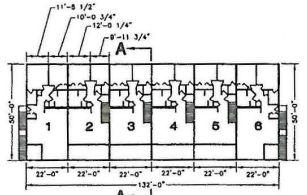
DATE: 9-22-2020 SCALE: 1"=40' SHEET 1 OF 1

PHASE 1, 2 AND 3 SITE PLAN AND UTILITIES VINTAGE CONDO 70,591.11 SQ. FEET

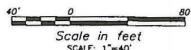
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S88°47'45"W	42.92	L11	N78°41'48"W	29.22
L2	N87°06'22"W	47.08	L12	N77°43'52"W	19.48
L3	N87°42'14"W	21.67	L13	N87°41'49"W	21.92
L4	N87°22'24"W	20.24	L14	N87°44'12"W	36.33
L5	N88°28'08"W	22.87	L15	N73°28'16"W	4.26
L6	N77°29'22"W	40.50	L16	N73°00'48"W	46.19
L7	N79°13'12"W	17.47	L17	N87°24'55"W	4.15
L8	N78°03'52"W	12.18	L18	S68°12'11"E	14.58
L9	N78°13'12"W	65.19	L19	N81°40'48"W	17.88
L10	N77°32'52"W	29.34	L20	S66°33'53"E	65.23

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27	25.00	89°59'56"	35.35	S45°00'42"E
C2	16.59	180.00	6°14'12"	19.58	S86°52'47"E
C3	54.04	180.00	17°12'00"	53.83	S79°02'41"E
C4	23.14	50.00	26°30'43"	22.93	N82°38'03"E
C5	23.50	25.00	53°51'14"	22.64	S83°43'25"E



2020-36
 JUNEAU
 10/5/2020
 1:46 P.M.



9/22/2020 12:46:09 PM AST
 E:\JWB\13468-VINTAGE\13468-VINTAGE-PHASE3-CONDOS.DWG



J.W. BEAN, INC.
 PROFESSIONAL SURVEYOR
 1070 ARCTIC CIRCLE
 JUNEAU - ALASKA
 (907) 758-5590
 SURVEYOR - PLANNER
 PROJ. 13468-VINTAGE-PHASE3-CONDOS

CERTIFICATE OF REGISTERED LAND SURVEYOR
 I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT; THAT ALL WALKS, ROADS, EASEMENTS AND IMPROVEMENTS THEREON ARE AS SHOWN AND THAT ALL OVERLAPS AND ENCROACHMENTS ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE.
 Date 10-2-2020

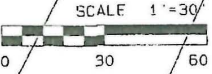
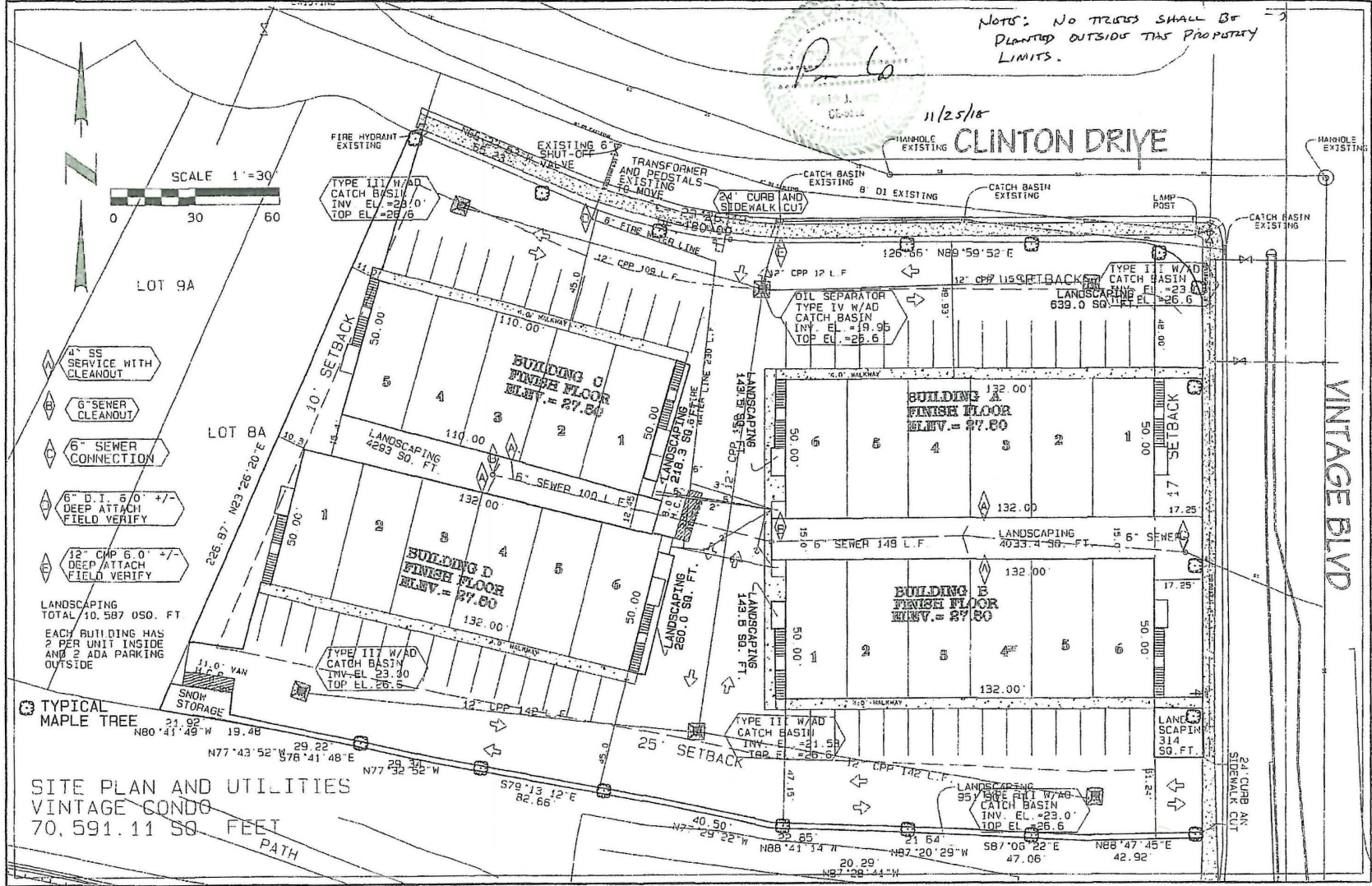
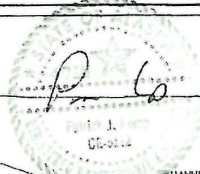
FIVE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°47'45"W	42.92
L2	N87°06'22"W	47.06
L3	N87°42'14"W	21.67
L4	N87°22'24"W	20.24
L5	N88°26'08"W	22.87
L6	N77°29'22"W	40.50
L7	N79°13'12"W	17.47
L8	N76°03'52"W	12.18
L9	N79°13'12"W	65.19
L10	N77°32'52"W	29.34

LINE TABLE		
LINE #	DIRECTION	LENGTH
L11	N78°41'48"W	29.22
L12	N77°43'52"W	19.48
L13	N80°41'49"W	21.92
L14	N80°44'12"W	36.33
L15	N73°28'16"W	4.26
L16	N73°00'48"W	46.19
L17	N67°24'55"W	4.15
L18	S65°12'11"E	14.56
L19	N61°40'46"W	17.88
L20	S66°33'53"E	65.23

EXISTING

NOTE: NO TREES SHALL BE PLANTED OUTSIDE THE PROPERTY LIMITS.



- 4" SS SERVICE WITH CLEANOUT
- 6" SEWER CLEANOUT
- 6" SEWER CONNECTION
- 6" D.I. 6.0" +/- DEEP ATTACH FIELD VERIFY
- 12" CMP 6.0" +/- DEEP ATTACH FIELD VERIFY

LANDSCAPING TOTAL 10,587 USQ. FT
 EACH BUILDING HAS 2 PER UNIT INSIDE AND 2 ADA PARKING OUTSIDE

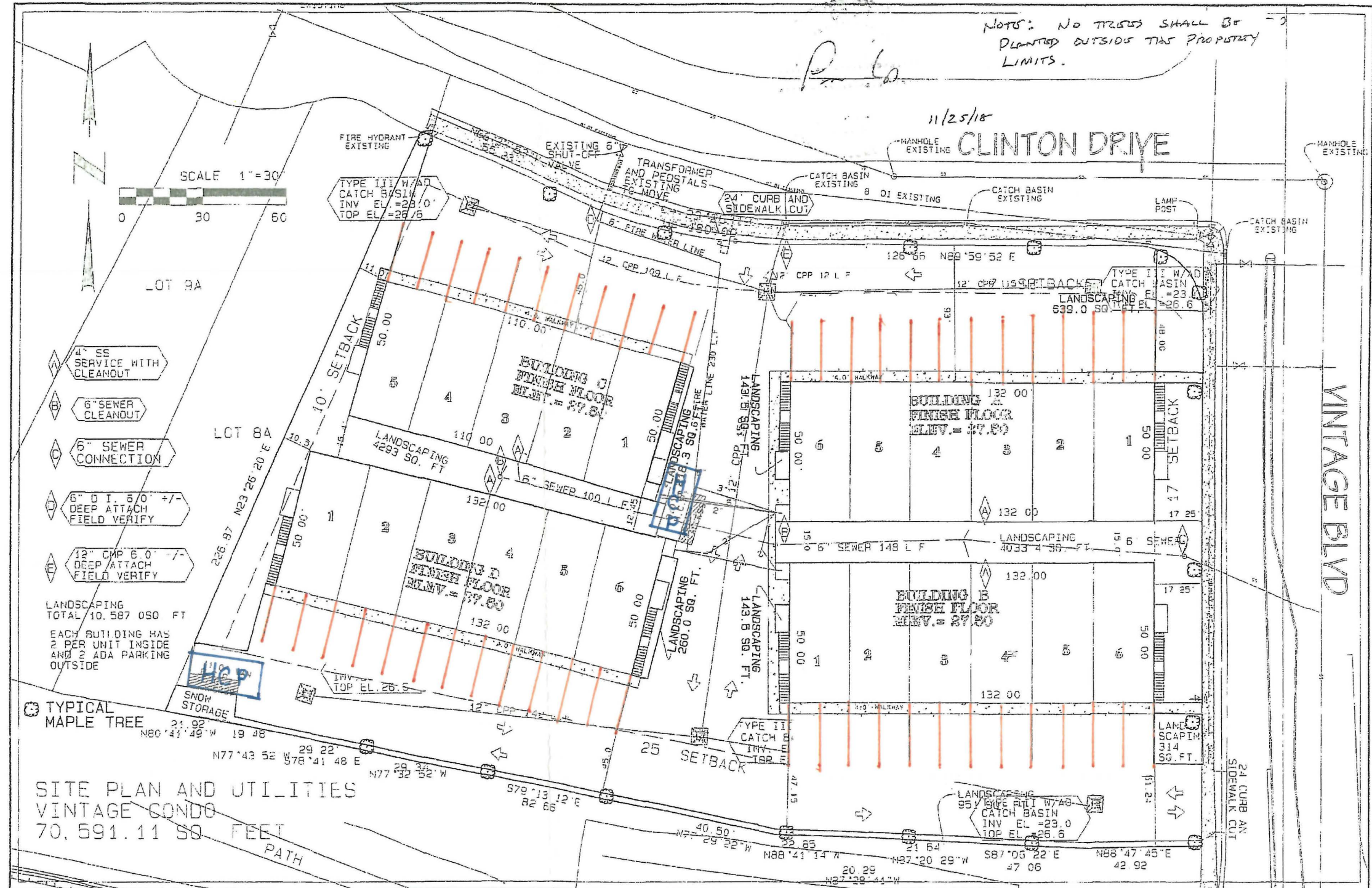
TYPICAL MAPLE TREE
 23.92' N80°41'49" W 19.48'
 29.22' N77°43'52" W 16°41'48" E
 29.34' N77°32'52" W

SITE PLAN AND UTILITIES
 VINTAGE CONDO
 70,591.11 SQ. FEET
 PATH

BLUE LINES show existing Handicapped Parking Places not changed by this proposal

PROPOSED

RED LINES indicate proposed 2 parking places for each of 23 Units



CBJ 2013 Comprehensive Plan

The Land Use Designation of the site in the Comprehensive Plan is Traditional Town Center (TTC). This is described as:

These lands are characterized by high density residential and non-residential land uses in downtown areas and around shopping centers, the University, major employment centers and public transit corridors, as well as other areas suitable for a mixture of retail, office, general commercial, and high density residential uses at densities at 18 or more residential units per acre. Residential and non-residential uses could be combined within a single structure, including off-street parking. Ground floor retail space facing roads with parking behind the retail and housing above would be an appropriate and efficient use of the land. (p. 147)

The proposed dwelling unit density is 14 dwelling units per acre; less than the recommended minimum in the Comprehensive Plan of 18 units per acre. Ideally, lands are developed to their maximum dwelling unit density where possible especially when located in close proximity to transit services, but there is no minimum dwelling density in the CBJ Land Use Code.

The Comprehensive Plan provides policies to encourage the development of more housing. The following policies are relevant to the proposal:

POLICY 4.2. TO FACILITATE THE PROVISION OF AN ADEQUATE SUPPLY OF VARIOUS HOUSING TYPES AND SIZES TO ACCOMMODATE PRESENT AND FUTURE HOUSING NEEDS FOR ALL ECONOMIC GROUPS. (p.37)

POLICY 4.8. TO BALANCE THE PROTECTION AND PRESERVATION OF THE CHARACTER AND QUALITY OF LIFE OF EXISTING NEIGHBORHOODS WITHIN THE URBAN SERVICE AREA WHILE PROVIDING OPPORTUNITIES FOR A MIXTURE OF NEW HOUSING TYPES. (p.41)

POLICY 10.1. TO FACILITATE AVAILABILITY OF SUFFICIENT LAND WITH ADEQUATE PUBLIC FACILITIES AND SERVICES FOR A RANGE OF HOUSING TYPES AND DENSITIES TO ENABLE THE PUBLIC AND PRIVATE SECTORS TO PROVIDE AFFORDABLE HOUSING OPPORTUNITIES FOR ALL JUNEAU RESIDENTS. (p.129)

POLICY 10.3. TO FACILITATE RESIDENTIAL DEVELOPMENTS OF VARIOUS TYPES AND DENSITIES THAT ARE APPROPRIATELY LOCATED IN RELATION TO SITE CONDITIONS, SURROUNDING LAND USES, AND CAPACITY OF PUBLIC FACILITIES AND TRANSPORTATION SYSTEMS. (p.131)

The development also provides potential for mixed uses in the future as the garage spaces or apartments are utilized for commercial uses. This is supported by the following policy:

POLICY 10.2. TO ALLOW FLEXIBILITY AND A WIDE RANGE OF CREATIVE SOLUTIONS IN RESIDENTIAL AND MIXED USE LAND DEVELOPMENT WITHIN THE URBAN SERVICE AREA. (p.130)

POLICY 10.13. TO PROVIDE FOR AND ENCOURAGE MIXED USE DEVELOPMENT THAT INTEGRATES RESIDENTIAL, RETAIL AND OFFICE USE IN DOWNTOWN AREAS, SHOPPING CENTERS, ALONG TRANSIT CORRIDORS, AND IN OTHER SUITABLE AREAS. (p.140)

The following Standard Operating Practice (SOP) related to Policy 10.13 supports review of parking, landscaping, and lighting for developments

10.13 - SOP2 Maintain and improve provisions in the Land Use Code that include performance standards covering building height, site coverage, landscaping, buffering from incompatible uses, access, signage, parking and other design standards in the Mixed Use zones. Maintain and improve design review procedures to assure that proposals for mixed use development are evaluated with regard to site design, building placement, parking, landscaping, exterior lighting, and other factors ensuring privacy and livability of the project residents as well as factors to ensure the project is compatible with, and a good neighbor to, surrounding properties, land uses, and public facilities.

Juneau Economic Development Plan

The Juneau Economic Development Plan (JEDP) developed eight economic development priorities, including to “Promote Housing Affordability and Availability”. In order to accomplish the priorities set forth, the Plan states Initiatives, Goals, and Actions. The proposed development is providing additional housing, albeit not specifically designed to be ‘affordable’ housing.

Area-Wide Transportation Plan

The Area-Wide Transportation Plan (AWTP) addresses land use revisions and enhancements that developments should provide in projects. These enhancements include sidewalks, pathways that eliminate vehicular conflict points, and infill development and redevelopment. There are no specific actions related to pedestrian connectivity in Vintage Park in the immediate area of the subject lot.



Planning Commission

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

PLANNING COMMISSION NOTICE OF DECISION

Date: June 29, 2018
Case No.: USE2018 0007

R & S Construction LLC
P.O. Box 210194
Auke Bay, AK 99821

Proposal: A Conditional Use Permit for a 23 dwelling unit condominium development

Property Address: 3005 Clinton Drive

Legal Description: Vintage Park IIA, Block C, Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A

Parcel Code No.: 5B1601440011; -0021; -0031; -0041; -0051; 0061; 0071

Hearing Date: June 26, 2018

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated June 26, 2018, and **APPROVED** the development of a 23 dwelling unit, multi-family development in a Light Commercial zoning district to be conducted as described in the project description and project drawings submitted with the application and with the following conditions:

1. A revised landscaping plan shall be reviewed and approved by CDD staff prior to the first Temporary Certificate of Occupancy or Certificate of Occupancy for any dwelling in the development. Prior to a Certificate of Occupancy, a minimum of 15% of the lot shall be planted with landscaped vegetation or the installation of landscaped vegetation must be bonded for.
2. The landscaping plan shall include strategically placed vegetative areas along Clinton Drive and Vintage Boulevard planted with vegetation that matches other street side plantings of trees and/or shrubs at other developments in the immediate vicinity. Any additional space between the subject property line and edge of sidewalk shall be landscaped with grass.
3. Prior to the first Temporary Certificate of Occupancy or Certificate of Occupancy for a dwelling in the development, the applicant shall submit a lighting plan by a professional engineer or architect illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements at CBJ 49.40.230(d).
4. Prior to issuing a Certificate of Occupancy for the first dwelling unit on the subject lot, a Homeowners Association Agreement shall be submitted for review and approval by CDD. The Homeowners Association

agreement documents shall specify how common facilities shall be operated and maintained. The documents shall require that the governing body of the association adequately maintain common facilities including snow removal, approved landscaping, and signage and striping.

5. Prior the first Temporary Certificate of Occupancy or Certificate of Occupancy for a dwelling in the development, a revised parking plan showing no fewer than 49 parking spaces on the exterior of the buildings shall be submitted and approved by CDD.

Attachments: June 18, 2018, and June 22, 2018 memorandums from Tim Felstead, Community Development, to the CBJ Planning Commission regarding USE2018 0007.

This Notice of Decision does not authorize construction activity. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030 (c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).


Effective Date: The permit is effective upon approval by the Commission, June 26, 2018.

Expiration Date: The permit will expire 18 months after the effective date, or December 26, 2019 if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.

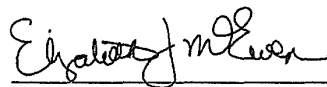
Project Planner:



Tim Felstead, Planner
Community Development Department



Benjamin Haight, Chair
Planning Commission



Filed With Municipal Clerk

7/2/2018

Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
For
VINTAGE PARK CONDOMINIUMS
April 26, 2018

R & S Construction, LLC, an Alaska Limited Liability Company, whose address is PO Box 210194, Auke Bay, AK 99821, Declarant, hereby submits the real property described as:

Lot 1A1, Block C, Vintage Park IIA according to plat no. 2018-49, Juneau Recording District, First Judicial District, State of Alaska.

to the provisions of the Uniform Common Interest Ownership Act, AS 34.08, in order to create Vintage Park Condominiums and make the Improvements shown in the Plat and Plan attached as exhibits hereto.

PARAGRAPH A
NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

Section 1. Name of Community. The name of the Common Interest Community is Vintage Park Condominiums.

Section 2. Name of Association. The name of the Association is Vintage Park Condominium Owners' Association.

PARAGRAPH B
DESCRIPTION OF LAND

The Common Interest Community is situated in Juneau, Alaska on real property which is owned by the Declarant and which shall be conveyed to the Unit Owners as fee simple Unit Estates. This Property is described as:

Lot 1A1, Block C, Vintage Park IIA according to plat no. 2018-49, Juneau Recording District, First Judicial District, State of Alaska.

PARAGRAPH C
MAXIMUM NUMBER OF UNITS; IDENTIFICATION; BOUNDARIES

Section 1. Number of Units; Plan.

(a) Units. The Common Interest Community may contain up to thirty-five units; twelve Units in Phase One, eleven units in Phase Two, and up to twelve Units in Phase Three, if Declarant exercises its development rights for Phase Three. Declarant must exercise its development rights for Phase Three by April 1, 2021.

Declaration



Page 2 of 47
2018-004486-0

Page 1 of 36

(b) The Phase One buildings within the Common Interest Community shall be two, six Unit buildings . Each building is two stories. There are 12 two bedroom units, 6 in each building. The construction is wood framing with metal siding and a metal roof. In addition to the buildings, mechanical rooms, parking areas, walkways, stairs and landscaping shall be installed.

(c) The Phase Two buildings within the Common Interest Community shall be one, six Unit building and one, five Unit building. Each building is two stories. There are 11 two bedroom units, 6 in one building and 5 in the other. The construction is wood framing with metal siding and a metal roof. In addition to the buildings, mechanical rooms, parking areas, walkways, stairs and landscaping shall be installed.

(d) There may be up to twelve Units in Phase Three if Declarant exercises its development rights to add the Units. Units in Phase Three include title and right to possession and improvements within the boundaries of each Unit. Unit boundaries are the same as in Phases One and Two. Phase Three is subject to Paragraph Y on Declarant's Development Rights and on Paragraph N section 5 on Amendments Relating To The Exercise Of Special Declarant's Rights. Phase Three shall be located on Lot 8A1, Block C, a subdivision of Lot 11, Block C, Vintage II and Lot 9A1, a consolidation of Lot 9A and 10A, Vintage Park IIA and Lot 8A, Block C, Vintage Park IIA, according to Plat 2014-4, Juneau Recording District, First Judicial District, State of Alaska.

Section 2. Identification of Units. All Units are identified by number and are shown on the Plat or Plan. In addition, a description of the Units and their respective location is set forth in Exhibit A to this Declaration.

Section 3. Boundaries. The boundaries of each Unit are shown on the Plans and are more particularly described as:

(a) The interior surface of all walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All tile, wallpaper, paint, finished flooring and other materials added to or placed on the interior surface of walls, floors or ceilings are inside the boundary of the Unit and are part of the Unit.

(b) The portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, fixture or other improvement which is within the boundaries of a Unit and which serves that Unit is not part of the Unit but is a limited common element allocated solely to that Unit. Windows are deemed Limited Common Elements allocated solely to the Unit.

(c) Subject to (b) of this section, spaces, interior partitions, fixtures and other Improvements within the boundaries of a Unit are a part of the Unit.

(d) If the plans are in any way inconsistent with this description of the boundaries of a Unit, this description shall control.



Section 4. Easement For Encroachments. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Improvements results either in the Common Elements encroaching on any Unit or in a Unit encroaching on the Common Elements or another Unit, a valid easement exists for both the encroachment and its maintenance.

Section 5. Right of Access. There shall be no restriction imposed on a Unit Owner's right of ingress or egress to his Unit. This right is absolute, perpetual and appurtenant to the ownership of the Unit.

PARAGRAPH D
LIMITED COMMON ELEMENTS

Section 1. In general, a limited common element is a portion of a common element allocated to the exclusive use of one or more Units but fewer than all Units by this Declaration or by law.

Section 2. The portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, fixture or other improvement which is within the boundaries of a Unit and which serves that Unit is a limited common element allocated solely to that Unit and any portion which serves more than one Unit or the Common Elements is a common element. Windows are deemed Limited Common Elements allocated solely to the Unit.

Section 3. Parking areas assigned to an individual unit are Limited Common Elements. A description of the parking areas assigned to each individual unit is set forth in Exhibit B of this Declaration.

Section 4. Stairs, shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, fixtures, exterior doors and windows, and other Improvements serving a single Unit that are located outside the boundaries of the Unit are Limited Common Elements.

PARAGRAPH E
PROJECTS LEGAL DOCUMENTS

Section 1. The Documents shall conform to the requirements of Alaska Housing Finance Corporation set out in this Paragraph E, so the provisions of this Paragraph E control over conflicting provision of the Documents.

Section 2. The Association shall not be entitled to change any of the following which would be considered material unless at least 67% of the Unit Owners vote for and at least 51% of the first mortgagees of the individual Units have given their prior written acceptance:

(a) by act or omission, seek to abandon or terminate the Vintage Park Condominiums

(b) change the pro rata interest or obligations of any individual Unit for the purpose of:
(1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements.

Declaration



Page 4 of 47
2018-004486-0

Page 3 of 36

- (c) partition, subdivide, or redefine Unit boundaries of any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, annex, expand, or withdraw Property, sell or transfer the Common Elements;
- (e) use hazard insurance proceeds for losses to any Property for other than the repair, replacement or reconstruction of the Property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Vintage Park Condominiums;
- (f) voting rights;
- (g) responsibility for maintenance and repairs;
- (h) convertibility of Units into Common Elements or vice versa;
- (i) insurance or fidelity bond requirements;
- (j) restrictions on leasing of Units;
- (k) an imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit;
- (l) a decision by the Association to establish self-management when professional management had been required previously by the Documents;
- (m) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- (n) assessments, assessments liens, or the priority of assessments liens; and
- (o) any provisions that expressly benefit mortgage holders.

Mortgagee approval may be express or implied. Express mortgagee approval must be in writing signed by the mortgagee. Implied approval occurs if the mortgagee fails to submit a written response to any written proposal for an amendment within 30 days after the mortgagee received notice of the proposal by "certified or registered mail", with a "return receipt" requested.

When Unit Owners are considering termination of the legal status of Vintage Park Condominiums for reasons other than substantial destruction or condemnation of the Property, first mortgagees that represent at least 67% of the votes of the mortgaged Units must approve.

Section 3. Assessment dues or charges shall include an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments. An adequate reserve fund means at least 70% reserve funding.

Section 4. No provision of the constituent Documents gives a Unit Owner or any other party priority over any rights of first mortgagees of Units, pursuant to their mortgages, in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

Section 5. Any proposal or Plan, pursuant to which, the Vintage Park Condominiums are subject to phasing, if any, complies with the following limitations.

- (a) Unit Owners shall have a minimum percentage undivided interest in the Common Elements and a corresponding maximum interest subject to diminution to no less than such minimum and each such percentage interest must be stated in the Declaration.

Declaration

Page 4 of 36



(b) The conditions whereby any change in such percentage of undivided interest in Common Elements may take place are fully described in the Declaration, together with a description of the real property, which will become subject to the Declaration if such alternative percentage interest becomes effective.

(c) No change in the percentage interests in the Common Elements may be effective pursuant to such phasing or add-on Plans more than seven years after the Declaration becomes effective.

(d) The method for detailing the effective date of allocating assessments or granting voting rights among the annexed Units must be fully described in the Declaration.

(e) In terms of quality of construction, future Improvements will be consistent with the initial Improvements.

Section 6. Termination of Declarant/Developer control and transfer to the Unit Owners must be in compliance with AS 34.08.330 and AS 34.08.340 as amended..

Section 7.

(a) The mortgage holder (sometimes herein Eligible Mortgagee) of a mortgage on any Unit shall be given timely written notice of:

(i) any condemnation or casualty of \$10,000 or more of the Project or a Unit securing its mortgage;

(ii) any 60-day delinquency in the payment of assessments or charges owed by a Unit Owner of any Unit on which it holds the mortgage;

(iii) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association and/or the Manager;

(iv) any proposed action that requires the consent of a specified percentage of eligible mortgage holders; and

(v) any loss to, or taking of, the Common Elements of the Project if such loss or taking exceeds \$10,000 or damage to a Unit covered by a mortgage exceeds \$10,000. The mortgagee will receive timely written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

To receive this information the Eligible Mortgagee must send a written request to the Association, stating both its name and address and the Unit number or address of the Unit on which it has a mortgage.

(b) Eligible Mortgagees shall have the right to examine the books and records of the Association and financial statements. These documents should be available during normal business hours or under other reasonable circumstances.

(c) Any right of first refusal in the Documents will not impair the rights of an Eligible Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies in the mortgage;

(ii) accept a deed or assignment in lieu of foreclosure; and

(iii) sell or lease a Unit acquired by the mortgage.

Declaration

Page 5 of 36

2018 - 004496 - 0



Page 6 of 47

(d) Any Eligible Mortgagee who obtains title to the Unit pursuant to foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges, which accrue prior to the acquisition of title to such Unit by the mortgagee. However, the Association has a "Super Lien" pursuant to the provisions of the Uniform Common Interest Ownership Act (UCIOA), AS 34.08.470(b), creating a limited priority over a first mortgage lien, as set out in Paragraph Q section 3(b).

Section 8. Any requirement of Alaska Housing Finance Corporation regarding insurance shall control in the event of any conflict with the insurance provisions of the Documents.

Section 9. Any requirement of Alaska Housing Finance Corporation regarding the form used for preparing the Association's budget, financial statements of the Association and maintenance of separate accounts for replacement reserves, the Working Capital Fund, and operating funds of the Association shall be adhered to and shall control in the event of a conflict with the Documents.

PARAGRAPH F
MAINTENANCE, REPAIR AND REPLACEMENT

Section 1. Common Elements. The Association, at its expense, shall maintain, repair and replace all of the Common Elements.

Section 2. Limited Common Elements. The Association shall maintain repair and replace all Limited Common Elements, provided the cost shall be born as provided in paragraph Q section 2,a.

Section 3. Units. The Unit Owner of a Unit shall, at the Unit Owner's own expense, maintain, repair and replace the Unit.

Section 4. Access. Any Person authorized by the Board of Directors shall have the right to enter upon any and all portions of the Common Interest Community for the purpose of repairing or performing installations to the Property or correcting conditions which threaten the Property. All entries shall be made after notice to the Unit Owner and at a time which is reasonable under the circumstances. In the event of an emergency, no notice is necessary and the entry may be made at any time regardless of whether the Unit Owner is present.

Section 5. Repairs Made Necessary By Negligence. A Unit Owner shall be liable to the Association for the cost of repairing or replacing Limited Common Elements or Common Elements, as the case may be, damaged by the Unit Owner's, or the Unit Owner's agents, act or omission or by the Unit Owner's failure to properly maintain his Unit. The Association shall be liable to a Unit Owner for the cost of repairing or replacing any portion of the Unit damaged by the act or omission of the Association or its agents or by its failure to properly maintain the Limited Common Elements and Common Elements. Costs of replacement or repair shall not be assessed against an offending Unit Owner without notifying the Unit Owner and giving him an opportunity to be heard at a hearing held by the board of directors of the Association for that purpose.



PARAGRAPH H
ALLOCATED INTERESTS

Section 1. Formula For The Allocation Of Interests. Since all Units are similar in size and value, the percentage of the undivided interest in the Common Elements and the percentage of liability for the Common Expenses allocated to each constructed and completed Unit shall be equal. Exhibit C specifies the interest of each Unit.

Section 2. Voting Rights. All voting shall be based on the percentage of undivided interest in the Common Elements. When a Unit is owned by more than one Person and only one is present at a meeting of the Association, the Person present is entitled to cast all of the votes allocated to the Unit. If two or more of the Persons are present, the votes allocated to the Unit shall be cast according to an agreement among the Persons having a majority interest in the Unit. Voting may occur by proxy in accordance with AS 34.08.410.

PARAGRAPH I
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 1. Use And Occupancy Restrictions. Subject to the rights reserved by the Declarant in this Declaration, the use and occupancy of all Units is restricted in the following manner:

(a) Use. The individual Unit shall be occupied and used by the respective Unit Owner only as a private individual residential Unit for the Unit Owner, Unit Owner's family and tenants with any dispute about who is included in a family resolved by the board of directors. The use is subject to the following restrictions:

1. The living space on the second level may be occupied by the Unit Owner and the Unit Owner's family. As well, subject to Paragraph I section 1(m) said living space may be occupied by renters as residential living area, or leased for any other use approved in advance by a majority of the other Unit Owners, i.e. at least twelve (12) Unit Owners;

2. No overnight parking or storage of personalty, except by the mutual agreement of a majority of the Unit Owners, is allowed in the common areas. No Unit Owner shall be permitted to store an item of personal property on blocks in their Limited Common Elements for a period in excess of one week (7 days) unless approved in advance by a majority of the other Unit Owners;

3. No Unit Owner or renter of a Unit Owner shall be permitted to do mechanical work for hire in a Unit;

4. No work shall be permitted within or outside a Unit on equipment or vehicles which are rented to others or are used to transport others for hire;

5. No work shall be permitted within or outside a Unit which involves painting of personal



property or fiberglass work other than minor repairs and maintenance;

6. No storefront business shall be conducted from a Unit, whether on a retail or wholesale basis unless the business and any signage for the business are approved in advance by a majority of the other Unit Owners, i.e. at least six (6) Unit Owners. This requirement does not limit the storage of inventory for a retail or wholesale business, provided the inventory does not include hazardous materials.

Other than the foregoing limitations, and subject to Paragraph I section 1(m), the Unit Owner of a Unit shall have the right to lease the Unit, provided the lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the bylaws and rules adopted by the Association.

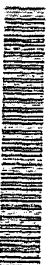
(b) Freezing. All Unit Owners shall be responsible to insure that the areas in their Unit with water and sewer, are heated sufficiently to insure that the water does not freeze. Any damage to the Property, or any portion thereof, caused by the failure of a Unit Owner to meet this requirement shall be repaired or replaced at the sole expense of the responsible Unit Owner.

(c) Parking. No vehicle shall be left upon the Property which is not in operating condition. Parking spaces shall be used exclusively for parking vehicles and shall not be converted to living space, shops or storage. All personal property of Unit Owners including boats and motor vehicles shall be stored in an enclosed space and out of view of all other Unit Owners.

(d) Nuisances. No noxious or offensive activities, including the repair of automobiles, shall be undertaken or allowed upon the Property. No horns, whistles, bells or other sound devices, except security alarms, shall be installed or used upon the Property. No loud noises, including but not limited to barking dogs, shall be permitted to occur upon the Property and the board of directors of the Association shall have the right to determine whether any noise is a nuisance. No Unit Owner shall cause or permit anything to be done or kept upon the Property which will increase the rate of insurance or which will obstruct or interfere with the rights of other Unit Owners. No Unit Owner will permit any nuisance to exist, commit waste, or do any illegal act or omission upon the Property and will comply with all requirements of state and local health authorities in regard to the use and occupancy of Units.

(e) Signs. No signs, posters, displays or similar items shall be displayed or visible upon the Property without prior written approval of the board of directors of the Association except signs of reasonable dimensions which advertise that a Unit is for sale or rent. This restriction does not apply to (i) signs used by the Declarant or its agents in connection with the construction and sale of Units within the Property, and (ii) signs authorized pursuant to Paragraph I, section 1(a)6.

(f) Hold Harmless And Indemnification. Each Unit Owner shall hold harmless, indemnify and defend the Association and Unit Owners for any damage, cost, expense, liability, loss, attorney fees, and litigation expense which is sustained by reason of the act or omission of the Unit Owner or Persons using the Property with the permission of the Unit Owner to the extent that the damage or loss is not covered by insurance.



(g) Outside Installations. No pole, antenna, satellite dish, or similar device or basketball standard shall be installed upon the Property without prior written approval of the board of directors of the Association. No air conditioner or other appliance shall be installed on the exterior of any Unit or Improvement or allowed to project out from any Unit or Improvement without prior written approval of the board of directors of the Association.

(h) Pet Regulation. No animals other than dogs, cats, fish and birds in cages shall be kept on the Property by any Unit Owner and only then may they be kept in limited number and for non-commercial purposes. Unless prior written approval is obtained from the board of directors of the Association, "limited number" means one dog, one cat and one bird per Unit. All dogs and cats shall be kept on a leash by a Person capable of controlling the animal when outside of a Unit. The board of directors of the Association may cause any animal kept in violation of this subsection to be impounded at the expense of its owner or the Unit Owner. A Unit Owner shall be strictly liable to any other Unit Owner for damage, expense, liability, loss, attorney fees or litigation expense caused by an animal kept upon the Property.

(i) View Obstructions. No vegetation, screen, umbrella or other structure or thing may be installed, kept or maintained in a manner which unreasonably obstructs the view from another Unit. The board of directors of the Association shall determine whether an obstruction is unreasonable and may order the obstruction removed or altered at the expense of the Unit Owner who installed or maintained it.

(j) Business Or Commercial Activity. No business or commercial activity shall be conducted from any Unit except as authorized by other provisions of this Declaration and also except that the Declarant may maintain project sales and management offices and facilities on the Property in a residence or mobile or temporary structure placed upon the Property for that purpose. This provision does not exclude limited office use .

(k) Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle shall be used as a living space while situated on the Property except in connection with Declarant's construction.

(l) Trash Removal. Trash, garbage and other waste shall be deposited only in a container designated for that purpose. No building materials may be stored upon the Property except in connection with original or approved construction. No open burning, except for outdoor gas or pellet barbeque cooking, shall occur on the Property.

(m) Rental Of Units. . A Unit Owner may rent their Unit without prior approval of the board of directors, provided a Unit Owner shall not lease their Unit for an initial period of time which is less than one month, unless the board of directors approves lesser initial period of time, and further provided that all rental agreements must be approved in advance by the board of directors for form and content. A request for approval of a proposed rental agreement shall be made in writing to the board of directors. If the board of directors of the Association fails to respond within 30 days from the date the request is made, the request shall be considered to be granted.



The rental of the residential living space on the second level or the garage space on the ground level shall not be limited with regard to the duration of the rental period, thus, the space(s) may be rented for a term of one day or more. All rental agreements shall be in writing and provide that a failure on the part of the tenant to comply with any provision in the Declaration or Bylaws or Rules of the Association shall be a material breach of the agreement which shall result in any action being taken which is not prohibited by this Declaration or the laws of the State of Alaska. A Unit Owner who fails to enforce a violation of any provision of the Declaration or Bylaws of the Association against their tenant, after written notice having been provided to the Unit Owner by the board, shall be fined or penalized as provided in the Bylaws.

Section 2. Restriction On Alienation. A Unit may not be conveyed pursuant to a time sharing Plan or agreement or made the subject of such an agreement. Also, any conveyance, encumbrance, judicial sale or other transfer, whether voluntary or involuntary, of an individual interest in the Common Elements is void unless the Unit to which the interest is allocated is also transferred.

PARAGRAPH J
EASEMENTS AND LICENSES

The Declarant reserves, for the benefit of Declarant, the Association, and all Unit Owners, reciprocal non-exclusive easements of access, ingress and egress, and use over all of the Common Elements, subject to reasonable regulation by the Association. These easements may be used by the Declarant and its successors, the Association, and all Unit Owners and Persons using the Property with their permission, for all purposes reasonably necessary to the use and enjoyment of the Declarant, the Association; and the Unit Owners. The Declarant also reserves an exclusive easement for the benefit and use of a Unit Owner, over the areas designated on the Plat and by this Declaration, as Limited Common Elements assigned to the Unit.

PARAGRAPH K
ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS

A Common Element which has not been previously allocated may be allocated as a Limited Common Element in accordance with AS 34.08.160 as amended. Allocations will be made by amending this Declaration to specify which Units shall receive the allocation. No reallocation of Limited Common Elements may be made without the consent of the Unit Owners affected by the reallocation and any Person holding a Security Interest in an effected Unit.

To the extent required by AS 34.08.160 as amended, the amendment shall be submitted to the Association for review; and payment made in advance of the estimated amount of all legal costs connected with the review, approval and recording of the amendment. If the amendment is acceptable, it shall be recorded by the Association.



PARAGRAPH L
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

All Unit Owners shall adhere to the following provisions with regard to additions, alterations & improvements:

(a) Structural Changes. No change shall be made to the structural elements of the Improvements without prior written approval of the board of directors of the Association.

(b) Interior Changes. Changes may be made to the interior of a Unit which do not affect any structural element or adversely alter a mechanical component or system of the Improvements.

(c) Exterior Changes. No change shall be made to the exterior of any building or any portion of the Improvements or Property without prior written permission from the board of directors of the Association

(d) Changes When Units Combined. When two or more Units are commonly owned, partitions between the Units may be penetrated regardless of whether the partitions are Common Elements if doing so does not adversely affect a structural element or mechanical component or system of the Improvements or Property. Penetration of a partition to create doors or windows or for other reasons does not alter the boundaries of the effected Units.

(e) Request To Approve Changes. Requests to approve changes which are prohibited by this Declaration shall be submitted in writing to the board of directors of the Association. If the board of directors of the Association has not acted on the request within 30 days from the day on which it was received, the request shall be considered approved and the Unit Owner submitting it may forthwith begin making the change.

(f) Changes In Premiums. A change, regardless of where the change occurs, which causes an increase in the insurance premium paid by the Association is prohibited without prior written approval of the Board of Directors. Approval may be conditioned on the applicant paying the increase attributed to the change.

(g) Not Applicable To Declarant. The provisions of this paragraph do not apply to or in any way limit the exercise of Special Declarant Rights.

PARAGRAPH M
RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

Section 1. Application And Amendment. Subject to approval of any structural changes and availability of any required permits, the boundaries of adjoining Units may be relocated by an amendment to this Declaration in accordance with AS 34.08.200 as amended. The Unit Owner(s) seeking the relocation shall file an application with the board of directors of the Association stating the proposed relocation and reallocation of the percentage interest in common areas and

Declaration

Page 11 of 36

2018 - 004486 - 0
Page 12 of 47



facilities, if any. The board of directors of the Association shall have 30 days to consider and Act upon the application. If the application is not unreasonable,, it shall be granted. Approval may be conditioned in any reasonable manner. After an application is approved, an amendment to the Declaration shall be prepared, at the expense of the applicant(s), which sets forth the change and reallocation and which contains words of conveyance between the Unit Owners of the effected Units.

Section 2. Recording Amendments. The amendment making the relocation, along with a revised Plan, or plat as the case may be showing the change, shall be recorded. The applicant(s) shall bear the cost of preparing and recording the Plan, Plat and the amendment.

Section 3. Not Applicable To Declarant. The provisions of this paragraph do not apply to or in any way limit the exercise of Special Declarant Rights.

PARAGRAPH N
AMENDMENTS TO DECLARATION

Section 1. General. Except as otherwise provided in this Declaration or by law, this Declaration, including the Plat and Plan, may be amended only by the affirmative vote or agreement of 67 percent of the voting interest in the Common Interest Community.

Section 2. Limitation On Challenges. No action or proceeding challenging the validity of any amendment to the Declaration may be brought more than one year from the date the amendment was approved.

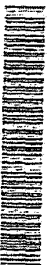
Section 3. Recording Of Amendments. All amendments to this Declaration must be recorded and are not effective unless and until recorded.

Section 4. Unanimous Consent Required. Except when permitted by AS 34.08 or this Declaration, unanimous consent of Unit Owners is required to increase the number of Units or change the boundaries of a Unit, the percentage interest allocated to a Unit, or the permitted use of a Unit.

Section 5. Special Declarant Rights. The provisions of this Declaration which set forth or affect Special Declarant Rights may not be amended or altered in any way without the consent of the Declarant. An amendment purporting to change or alter Special Declarant Rights without the consent of the Declarant is null and void.

Section 6. Other Required Consent. Amendments are subject to the provisions of paragraph E.

Section 7. Amendments Relating To The Exercise Of Special Declarant Rights. Special Declarant Rights shall be exercised by amending this Declaration and, when appropriate, by preparing and recording new Plats and Plans conforming to the requirements of law. Identifying numbers shall be assigned to newly-created Units, percentage interests shall be reallocated, newly-created Common Elements and Limited Common Elements shall be described, and newly-created Limited Common Elements shall be assigned to the proper Unit.



Section 8. Amendments Made To Conform To The Requirements Of Mortgagees And Insurers. Notwithstanding any language in this Declaration or other condominium document to the contrary, the Declarant shall have the right to amend this Declaration at any time when it is necessary to do so to conform to the requirements of any Eligible Mortgagee or insurer.

PARAGRAPH O
AMENDMENTS TO BYLAWS

The affirmative vote of 67% of the members of the board of directors of the Association is required to amend the Bylaws of the Association. No amendment shall be adopted without giving all members of the Association notice of the meeting at which the amendment will be considered and the opportunity to comment on the proposed amendment.

PARAGRAPH P
TERMINATION

The process of terminating the Common Interest Community shall conform in all respects to the procedure set forth in as 34.08.260, and as subsequently amended.

PARAGRAPH Q
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 1. Common Expenses: Apportionment.

(a) The Association shall have the responsibility, power and authority to levy and collect regular and special assessments for Common Expenses, whether general or special. Once the Association makes an assessment, each Unit Owner, including the Declarant, shall have a duty to pay a proportionate share of the Common Expenses. Regular assessments are due and payable monthly. Regular monthly assessments shall commence within sixty (60) days of the sale of the first Unit.

(b) Except as set forth in the following section, all Common Expenses shall be assessed against each Unit based on the allocated interests as specified in Paragraph H.

(c) General Common Expenses shall be assessed based on a budget adopted at least annually by the Association and paid on a monthly basis. Special assessments shall be assessed from time to time by the board of directors adopting a resolution urging the Association membership to adopt such special assessment, followed by adoption of the special assessment by a Majority of the members of the Association present at an annual or special meeting of the Association at which a quorum is present. Payment of special assessments shall be determined by the board. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those Limited Common Elements that the Association is obligated to maintain. The fund shall be allocated out of the regular monthly assessments for Common Expenses. To substantiate a change in the amount allocated to a specific item in the reserve fund, requires obtaining a

Declaration

Page 13 of 36



minimum of two bids, or in lieu of bids, a reserve analysis conducted by a licensed architect or engineer.

(d) When a newly constructed Vintage Park Unit, , or when a newly constructed phase is constructed, each purchaser of a Unit shall be required to pay two months dues at closing in order to establish the working capital fund, which is to be used until there are sufficient funds from the regular assessments to cover all on-going operating expenses. The funds are not considered advance payment of regular assessments. Each unit's share is collected at the time of sale of the unit is closed, and then transferred to the Association for deposit to a segregated fund. Within 60 days after closing of the first unit, the Declarant shall pay each unsold unit's share of the Working Capital Fund to the Association. The Declarant will be reimbursed for this payment from the funds collected at closing when the unsold units are sold.

The working capital fund may be discontinued when the following occurs:

1. The Declarant has completed its transfer of control to the Association; and

2. The Association has demonstrated, at a minimum, a two-year history of financial viability to include the establishment of adequate reserves. Anything in this Declaration to the contrary notwithstanding, as long as the Fannie Mae – Freddie Mac, Alaska Housing Finance Corporation, Federal Home Loan Mortgage Corporation, Federal Housing Administration or the Veterans Administration is an Eligible Mortgagee, the establishment and maintenance of a working capital fund shall be in accordance with their requirements.

Section 2. Common Expenses Attributable To Fewer Than All Units.

(a) Expenses attributable to the maintenance, repair or replacement of Limited Common Elements shall be paid by the Association and charged to the Unit or Units for which the area or facility is reserved.

(b) Expenses for services provided by or through the Association to a Unit or Unit Owner at the request of the Unit Owner shall be assessed against the effected Unit.

(c) Any increase in insurance premiums paid by the Association which can be attributed to a particular Unit or the acts or omissions of the Unit Owner shall be assessed against that Unit.

(d) If a judgment is entered against the Association, the cost of satisfying it shall be assessed only against Units which were part of the Common Interest Community at the time the judgment was entered.

(e) Expenses incurred by the Association which result from the act or omission of a Unit Owner shall be assessed against the Unit Owner's Unit.

(f) Fees, fines, collection costs, attorney's fees and other similar charges shall be assessed against a Unit as provided for in AS 34.08, this Declaration or the board of directors.



Section 3. Liens.

(a) The Association has a lien on a Unit for assessments against a Unit and other charges imposed on its Unit Owner from the time the assessment or charge becomes due. Charges include, but are not limited, to fees, collection costs, fines, late charges, attorney's fees, interest, and similar charges. If an assessment or charge payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due. Interest on all past due assessments shall be 18% or the maximum legal rate of interest, whichever is less.

(b) A lien under this section is prior to all other liens and encumbrances on a Unit except (1) a lien or encumbrance recorded before this Declaration was recorded, (2) a first Security Interest on a Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) a lien for real estate taxes and other governmental assessments or charges against the Unit. A lien under this section is also prior to all Security Interests described in (2) of this subsection if the common expense assessments based upon the periodic budget adopted by the Association under AS 34.08.460(a) would have become due in the absence of acceleration during the six months immediately preceding institution of an action or proceeding to enforce the lien. This subsection does not affect the priority of a mechanic's or materialmen's lien, 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.

(c) Recording of this Declaration constitutes 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 an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due. If, however, the owner of a Unit subject to a lien under this section files a petition for relief under the United States bankruptcy code, 11 USC sec. 101 et. seq., the period of time for instituting proceedings to enforce the Association's lien is tolled until a date 30 days from the date the automatic stay is lifted.

(e) This section does not prohibit an action to recover sums for which subsection (a) creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree rendered in an action brought under this section is enforceable by execution under as 09.35.010.

(g) Reasonable costs and attorney's fees shall be awarded to the prevailing party in an action or proceeding brought to enforce the lien established under this section or to collect the assessment.

(h) Without limiting any other remedy which may be available, the lien in favor of the Association may be foreclosed in the same manner as a lien is foreclosed under as 34.35.005.

(i) The Association, upon written request, shall furnish to a Unit Owner a statement setting out the amount of unpaid assessments against the Unit in recordable form. The statement



must be furnished within 10 business days after receipt of the request and is binding on the Association, and the Unit Owner.

(j) The purchaser of a Unit at a foreclosure sale is not liable for the payment of unpaid assessments and other charges against the Unit which became due before the time of sale except for assessments which, under as 34.08.470(b), are prior to the lien which is the subject of foreclosure. The purchaser is, however, liable for all assessments which are due after the time of sale and the Association has a lien on the Unit to secure the payment of the assessments in the same manner and to the extent set forth above.

Section 4. Budget Adoption and Ratification. Within 30 days from the adoption of a proposed budget Vintage Park Condominiums, the board of directors of the Association shall provide a copy of the proposed budget to each Unit Owner and a notice setting a date for a meeting to consider ratification of it. The meeting shall be held on the date set forth in the notice which shall be not less than 14 or more than 30 days from the date the notice is mailed or delivered as required by this Declaration. Unless rejected by a Majority of the Unit Owners, the proposed budget is ratified. If rejected, the last budget ratified by the Unit Owners shall be the budget until replaced with a new one ratified in the manner set forth in this section.

Section 5. Acceleration of Assessment. In the event a Unit Owner fails to pay any common expense assessment within 10 days from the date the same becomes due, the Association shall have the right to declare all such assessments for the remainder of the fiscal year immediately due and payable but shall do so only after the Unit Owner has been given the opportunity to explain to the Board of Directors why payment has not been made.

Section 6. Commencement of Assessments. Until the Association makes a common expense assessment, the Declarant shall pay all Common Expenses. Once assessments have commenced, liability for assessments shall commence on the day in which a Unit is conveyed to a Person other than the Declarant.

Section 7. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the replacement of Improvements to the Common Elements and Limited Common Elements. This fund shall be maintained through regular assessments.

Section 8. No Waiver Permitted. A Unit Owner is not exempted from the payment of an assessment for Common Expenses if that Unit Owner waives the use or enjoyment of the common areas and facilities or abandons his Unit.

Section 9. Personal Liability. A Unit Owner, jointly and severally, is personally liable for assessments of Common Expenses, special assessments, or other charges authorized by AS 34.08 or this Declaration, the Bylaws or the board of directors, including but not limited to interest, costs and attorney's fees, levied against the Unit while owned by the Unit Owner. A successor to the Unit Owner is not personally liable for assessments levied prior to the time the person acquired title to the Unit unless that liability is assumed by the Person.



PARAGRAPH R
PERSONS AND UNITS SUBJECT TO DOCUMENTS: RIGHT OF ACTION

Section 1. Person Subject to Documents. All Unit Owners, jointly and severally, holders of a Security Interest in Units, tenants and other occupants of Units are bound by and shall comply with the provisions of the Documents. Acceptance of a deed or Security Interest, exercise of any incident of ownership, or occupancy of a Unit constitutes consent to be bound by the provisions. All provisions in the Documents are covenants which run with the land and are binding upon any and all estates in the Common Interest Community.

Section 2. Right of Action. The Association and any Unit Owner shall have a right of action against any other Unit Owner or the Association for a failure to comply with (a) the Documents or (b) decisions made by the Association pursuant to the authority granted to it under those Documents.

PARAGRAPH S
AUTHORITY TO ADOPT RULES

The board of directors of the Association may adopt Rules regarding the use and occupancy of Units, Limited Common Elements and Common Elements and the activities of Persons on the Property of the Common Interest Community. No Rules may be adopted without giving Unit Owners notice and the opportunity to comment on the proposed Rules at a meeting of Unit Owners or the board of directors called for that purpose.

PARAGRAPH T
INSURANCE

Section 1. Coverage and availability. The Association shall maintain the insurance coverage required by AS 34.08.440 and such additional insurance as set forth in this paragraph, provided the additional insurance is reasonably available. If the additional insurance is not reasonably available and is not maintained for that reason, notice of that fact shall be hand-delivered or sent by certified mail to all Unit Owners and Eligible Mortgagees.

Section 2. Property Insurance.

(a) The Association shall at all times maintain in full force and effect a master or blanket policy of insurance on (1) all personal property owned by the Association including, but without limitation, building service equipment and supplies, and (2) regardless of ownership, the Common Elements and Limited Common Elements including, but without limitation, buildings, Units, fixtures, equipment, "betterments", and other Property, whether part of a Unit or a Limited Common Element or Common Element, and all personal property of the Unit Owners normally insured under building coverage. Land, excavations, foundations and other items usually excluded from Property policies may be excluded.

(b) The Improvements shall be insured for an amount which is not less than 100 percent of the full replacement cost of the Improvements and Property, including the individual Units, at

the time the insurance is purchased and at each renewal date. Additional endorsements shall be obtained when required by an Eligible Mortgagee or insurer if it is practical to do so:

(c) The policy shall be an "all-risk" type insuring the Property and Improvements against direct physical damage from all risks commonly insured against including fire and extended coverage perils. In addition, the policy shall provide coverage for all loss or damage resulting from steam boiler equipment accidents in an amount which shall not be less than \$50,000.

(d) The maximum deductible which the policy may contain is \$10,000.00 or one percent of the face amount of the policy. The amount of the deductible shall be maintained by the Association as a reserve.

Section 2. Liability insurance. The Association shall at all times maintain in full force and effect comprehensive general liability insurance, including medical payments insurance, of at least \$1,000,000 for any single occurrence which covers liability for (a) bodily injury, death and Property damage that results from the use, operation, ownership or maintenance of the Common Elements and Limited Common Elements, or the Activities of the Association or Declarant, and (b) damages awarded for claims relating to employment contracts to which the Association is a party. The policy or an endorsement to it must include a "severability of interest" provision so that the insurer cannot deny coverage to a Unit Owner, including the Declarant, for the reason that injury or damage resulted from the negligent Act of the Association or another Unit Owner.

Section 3. Other insurance. The Association may carry other insurance, including excess coverage insurance, which the Board of Directors believes is necessary to protect the Association or the Unit Owners, including the Declarant.

Section 4. Policy Provisions. All insurance policies issued to the Association shall provide that:

(a) Each Unit Owner is an insured Person under the policy with respect to liability arising out of ownership of an interest in the Common Elements or membership in the Association;

(b) The insurer waives its right of subrogation against all Unit Owners and members of a Unit Owner's household regardless of the capacity in which any Unit Owner is Acting;

(c) The insurance will not be prejudiced by any Act or omission of any Unit Owner that is not under the control of the Association;

(d) The policy will be primary, even if a Unit Owner has other insurance which covers the same loss;

(e) The insurer issuing the policy may not cancel or refuse to renew it unless 30 days written notice of the proposed cancellation or refusal to renew has been mailed to the last known address of the Association, each Unit Owner, and each holder of a Security Interest in a Unit who has requested a certificate of insurance or is named in the mortgage clause of the policy;

(f) Any insurance trust will be recognized; and

Declaration

Page 18 of 36

Page 19 of 47
2018-004486-0



(g) The Association, for the use and benefit of the Unit Owners, is the named insured.

Section 5. Fidelity Bonds. A blanket fidelity bond shall be required for all officers, Directors, Managers, and employees of the Association and any other Person who either handles or is responsible for funds held for or administered by the Association, regardless of whether that Person receives compensation for his service to the Association. The bond shall name the Association as insured, and shall be in an amount sufficient to cover loss of the maximum amount of funds which will be in the custody of the Association or its Manager at any one point in time while the bond is in effect. This amount may never be less than the amount of three month's assessments plus reserves held by the Association. The bond shall contain a provision that requires 30 days written notice to the Association, each holder of a Security Interest in a Unit, each Person servicing a mortgage owned or insured by FNMA, FHLMC, FHA or AHFC, and the insurance Trustee, if one has been appointed, before the bond can be canceled or modified in any material way. The premium for the bond shall be a Common Expense payable by the Association.

Section 6. Policies Issued to Unit Owners. Nothing in this paragraph shall prevent a Unit Owner from acquiring insurance for his own benefit.

Section 7. Worker's Compensation. The Association shall acquire worker's compensation insurance when and to the extent required by law.

Section 8. Directors' and Officers' Liability Insurance. The Association shall acquire and maintain in full force and effect liability insurance covering acts and omissions of the directors and officers of the Association if the insurance is available. The board of directors shall determine the limits of coverage.

Section 9. Premiums. Premiums for the insurance required by this paragraph shall be a Common Expense.

Section 10. AHFC Required Insurance. The following insurance, in addition to that required by subsections 1-9, shall be maintained by the Association; so long as the Association seeks to have the Units qualify for AHFC financing. If AHFC changes its insurance requirements, then the Association shall maintain insurance meeting the changed insurance requirements, so long as the Association seeks to have the Units qualify for AHFC financing. In the event of a conflict between this section 10, and sections 1-9, this section controls.

Insurance Requirements

The insurance policy shall be written by an insurance carrier who has no less than a A-policyholders rating and a financial rating in the Best's Key Rating Guide. AHFC required insurance includes but may not be limited to: commercial property, flood insurance if the Property is in a special flood hazard area, liability insurance and fidelity bonds/commercial crime.



1. Commercial Property Insurance

a. Coverage must be written in an all risk coverage form.

i. The Association must maintain a policy of property insurance for common areas, with premiums being paid as a common expense.

Fixtures and building service equipment that are considered part of the common areas, as well as common personal property and supplies, should be covered.

ii. Master (or blanket) policy for common interest community project. , The Association must maintain a "master" or "blanket type of insurance policy for common interest community projects, with a premium being paid as a Common Expense. The policy must cover all of the Common Elements and Limited Common Elements that are normally included in coverage. These include, but are not limited to, fixtures, building service equipment, common personal property, and supplies belonging to the Association.

b. Amount of Insurance

The policy shall be in an amount equal to 100% of the current replacement costs of the project facilities, including the individual Units. Coverage does not need to include land, foundation, excavation, or other items that are usually excluded from insurance coverage.

Premiums are to be paid as a Common Expense and funds to cover the deductible amounts are to be included in the Association's reserve budget with a maximum 5 year expense period.

The maximum deductible amount for policies covering common interest communities is \$25,000..

b.Additional Coverages If Applicable.

If applicable and available, the following special insurance endorsement is required.

i. Agreed Amount and Inflation Guard Endorsement.

ii. Building ordinance, which insures against loss caused by enforcement of ordinances or laws regulating construction and repair of buildings damaged by a covered cause of loss. Coverage includes loss of the undamaged portion of the building, cost of demolition of the undamaged



portion of the building and increased cost of construction.

iii. Steam Boiler and Machinery Coverage Endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2 million or the insurable value of the building(s) housing the boiler and machinery.

iv. A special condominium endorsement must insure that (i) any insurance trust agreement will be recognized; (ii) the right of subrogation against Unit Owners will be waived; (iii) the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association; and, (iv) the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

d. Named Insured

Insurance policies should show the following as the named insured:

"Vintage Park Condominium Owners' Association, for the use and benefit of the individual owners."

If the Documents permit it, the policy can specify an authorized representative of the Association, including its insurance trustee, as the named insured.

The "loss payable" clause should allow the Association or the insurance trustee as a trustee for each Unit Owner and the holder of each Unit's mortgage.

e. Notices of Changes or Cancellation

The insurance policy must require the insurer to notify in writing the Association or insurance trustee and each first mortgage holder named in the mortgage clause at least ten days before it cancels or substantially changes coverage.

2. Flood Insurance

If any part of the Property is in a special flood hazard area as defined by the Federal Emergency Management Agency (FEMA), the Association must maintain a "master" or "blanket" policy of flood insurance. The premium must be paid as a common expense.

3. Liability Insurance

The Association must maintain a comprehensive general liability insurance policy covering all common areas, public ways, and any other areas that are under its supervision. The insurance must also cover commercial space that is owned by the Association, even if leased to others. The policy must provide coverage of at

least \$1,000,000 for bodily injury and property damage for any single occurrence. AHFC may require more coverage if mortgage investors in other similar projects in the area require higher amounts.

Liability insurance must provide coverage for the following:

- a. Bodily injury and property damage that results from the operations, maintenance, or use of the Common Elements; and
- b. Any legal liability that results from lawsuits related to employment contract in which the Association is a party.

If the terms of the policy do not include "severability of interest," AHFC requires a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners.

Supplemental coverage to protect against other risks, such as host liquor liability insurance, worker's compensation and employers liability insurance, comprehensive automobile liability insurance, contractual and all written contracts insurance, and, elevator collision liability, may also be required.

The policy must provide for at least 10 days written notice to the Association before the insurer can cancel or substantially modify it. Similar notice must also be given to each holder of a first mortgage on a Unit.

PARAGRAPH U
DAMAGE TO AND DESTRUCTION OF PROPERTY

Section 1. Duty to Repair and Restore. The Association and the Unit Owners subject to paragraph E, have an affirmative duty to repair or replace a portion of the Common Interest Community, if insurance was required to be maintained on that portion, which is destroyed or damaged unless:

- (a) Vintage Park Condominiums is terminated in the manner required by law and this Declaration;
- (b) Repair or replacement is not permitted by state or municipal law; or
- (c) 80 percent of the Unit Owners vote not to repair or replace the damaged portion at a meeting called for that purpose and the provisions of paragraph E are met.

Section 2. Cost of repair. The portion of the cost of repair or replacement which exceeds available insurance proceeds is a Common Expense.

Section 3. Scope of Repair. The damaged Property must be repaired or replaced in accordance with the original Plans and Plat and specifications. Any deviation from these Plans and Plat must

Declaration

Page 22 of 36

2018 - 00486 - 0



be approved by a Majority of the Unit Owners and a Majority of the Eligible Mortgagees in accordance with paragraph E.

Section 4. Repair or Replacement of Less Than All Damaged Property. If less than the entire Property is repaired or replaced, (a) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Vintage Park Condominiums, and (b) except to the extent that other Persons will receive a distribution of the insurance proceeds, (1) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt shall be distributed to the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to lien holders as their interests may appear, and (2) the remainder of the proceeds shall be distributed to each Unit Owner or lien holder as their interests may appear in a manner which reflects the proportionate interest of each in Vintage Park Condominiums. If the Unit Owners vote to not rebuild a Unit or Units, the interest of the Unit or Units in Vintage Park Condominiums shall be reallocated as if the Unit or Units had been condemned under AS 34.08.740(a) and the Association shall promptly record an amendment to the Declaration and Plat reflecting the change in the Vintage Park Condominiums and the reallocation of interests.

Section 5. Insurance Trustee.

(a) A Trustee may be appointed to receive and hold insurance proceeds payable to the Association, Unit Owners and lien holders. The Trustee, if one has been appointed, and, if not, the board of directors shall have the exclusive authority to negotiate losses under a policy and shall hold any insurance proceeds received in trust for the Association, Unit Owners and lien holders, as their respective interests may appear. Subject to this Paragraph U, proceeds will be used first to pay for the repair and replacement of the damaged Property and the remainder, if any, will be distributed to the Unit Owners and lien holders as required by law and this Declaration. In making distributions, the Trustee may rely on written certifications made by the board of directors setting forth the intention of the Association with respect to repair or replacement of the damaged Property and the names and amounts due to Persons performing repairs. The Trustee, in making disbursements, may rely on a report from a title insurer which states the name and the nature of the estate held by each named person in the damaged property.

(b) Each and every Unit Owner shall, and hereby does, appoint any insurance Trustee or the board of directors as his attorney-in-fact for the purpose of purchasing and maintaining insurance required by this Declaration, collecting and distributing proceeds, executing releases and other instruments, and performing all other necessary duties.

PARAGRAPH V
ASSOCIATION

Section 1. Organization. The Association shall be constituted as a nonprofit corporation which is organized under the laws of the State of Alaska.

Section 2. Membership. Membership in the Association shall at all times consist exclusively of Unit Owners or, following termination of the Common Interest Community, of former Unit

Declaration

Page 23 of 36

2018-004486-0
Page 23 of 47

Owners entitled to distribution of proceeds under AS 34.08.260 or their heirs, successors and assigns.

PARAGRAPH W
BOARD OF DIRECTORS

Section 1. Number and Tenure. The board of directors of the Association shall consist of the number of members set forth in the Association's Bylaws. Each member shall serve until his successor is elected and qualified.

Section 2. Powers and Duties. In accordance with AS 34.08, this Declaration, the Association's articles of incorporation and the Bylaws, the board of directors of the Association shall have the power and authority necessary to administer the business and affairs of the Vintage Park Condominiums.

PARAGRAPH X
CONDEMNATION

Section 1. Proceeds. In the event of a taking by exercise of the power of eminent domain, all proceeds from the taking shall be handled and distributed in the manner set forth in as 34.08.740.

Section 2. Association to Represent. The board of directors shall represent all effected Unit Owners in condemnation proceedings and negotiations with the condemning authority unless a Trustee has been appointed for that purpose. Each and every Unit Owner shall, and hereby does, appoint any Trustee or the board of directors as their attorney-in-fact for the purpose of litigating and negotiating with the condemning authority, collecting and distributing executing releases and other instruments, and performing all other necessary duties.

PARAGRAPH Y
DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 1. Development Rights. The following Development Rights are reserved by the Declarant:

(a) The Declarant shall have the right, by amendment to this Declaration, to add up to twelve Units, Limited Common Elements and Common Elements in Phase Three to the Common Interest Community in the location shown on the Plat designated as "Subject to Development Rights identified in the Declaration of Vintage Park Condominiums, if exercised".

(b) The Declarant shall have the right, by amendment to this Declaration, to allocate parking spaces shown on the Plat and assign them to the use of particular Units. The Declarant, however, is not required to make this allocation.

(c) The Declarant shall have the right to construct or install utility lines, wires, pipes, ducts, conduits, driveways and other facilities across, under and over the land not designated as reserved for Development Rights on the Plat for the purposes of ingress and egress and

Declaration

Page 24 of 36



furnishing utility and other services to buildings and Improvements to be constructed on the land designated as reserved for Development Rights on the Plat. The Declarant also reserves the right to grant easements to public utilities and to convey Improvements within those easements or anywhere within the Common Interest Community for the above-mentioned purposes. If the Declarant grants an easement, this Declaration or an exhibit to it will be amended to include reference to the easement.

(d) The Declarant shall have the right to withdraw the land designated on the Plat as reserved for Development Rights, or any portion of it, from Vintage Park Condominiums.

Section 2. Limitation on Development Rights.

The Development Rights may be exercised in whole or in part no later than April 1, 2021. After that time, they expire.

(b) Development Rights may be exercised to increase the number of Units to a maximum of 35 Units in two phases.

(c) The architecture of all parts of the Property shall be compatible.

(d) All Units created by the exercise of Development Rights shall be used in a manner consistent with this Declaration.

(e) Development Rights shall not be exercised without the approval of all Persons, which hold a Security Interest in those rights.

(f) No real estate may be added to the Vintage Park Condominiums without the prior written consent of each holder or insurer of a first mortgage on a Unit.

(g) If Phase Two is added to Vintage Park Condominiums: (1) All taxes and other assessments levied against Phase Two, prior to its addition, shall be paid by the Declarant; (2) Phase Two Improvements shall be substantially complete before the addition occurs; (3) The existing Unit Owners and Eligible Insurers and mortgagees shall not be adversely affected by liens arising from the construction of Improvements on Phase Two; and (4) Any reallocation of interests made necessary by the addition of Phase Two shall be made in a manner which causes all Units in Vintage Park Condominiums to have an equal interest in the common areas and facilities and, therefore, equal assessments and voting rights. (5) The effective date of a reallocation is the date the amendment adding the Units is recorded.

(g) An easement exists over the portion of the Property for which Development Rights have been reserved for ingress and egress over established driveways and for utility lines where constructed as set forth on the Plat recorded with this Declaration. A reciprocal easement for the same purpose shall exist over the portion of the Property for which Development Rights have not been renewed.



Section 3. Phasing of Development Rights. Except as set forth in section 2 of this paragraph Y, no representations are made or assurances given to any Person in regard to areas reserved for Development Rights concerning the portion of the area in which Development Rights will be exercised, the manner or order in which Development Rights will be exercised, or whether those rights will be exercised at all. The exercise of some Development Rights will not obligate the Declarant to exercise others. Specifically, building some Units does not obligate the Declarant to build others.

Section 4. Other Special Declarant Rights. The Declarant, to the maximum extent permitted by law, reserves the following Special Declarant Rights. These rights may be exercised anywhere within the Common Interest Community. The Declarant shall have the right to:

(a) Complete Improvements indicated on the Plat and Plans recorded with this Declaration;

(b) Exercise any and all rights reserved to the Declarant, including Development Rights, or granted to the Declarant by law;

(c) Maintain sales and management offices, signs advertising the Vintage Park Condominiums and model Units;

(d) Use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community; and

(e) Appoint or remove any board of director's member or officer of the Association during a period of Declarant control in a manner consistent with the provisions of section 9 of this paragraph.

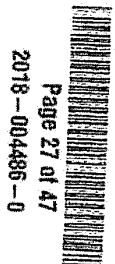
Section 5. Model Units: Sales and Management Offices. As long as the Declarant is the owner of a Unit within the condominium or has Development Rights, the Declarant or any of its agents or representatives may use any Unit for the purpose of maintaining a model Unit or a sales and management office.

Section 6. Easement. The Declarant reserves the right to do construction work, including repairs and warranty work and new construction, within the Property. The Declarant shall be the sole judge of when and where this work shall be undertaken and is not required to obtain the consent of the board of directors or any other Person before doing the work. The Declarant reserves an easement through the Common Elements for the purpose of doing this work, exercising any Special Declarant Rights, and otherwise performing its obligations regardless of whether the right or obligation arises by contract or by law or is reserved in this Declaration. This easement includes the right to create and convey easements for drainage and utilities to public utility organizations, governmental entities and any other Person when necessary to fulfill the development Plan for the Common Interest Community.

Section 7. Signs and Marketing. The Declarant reserves the right to maintain signs within the the Property. The Declarant also reserves the right to conduct all sales activity it considers necessary

Declaration

Page 26 of 36



in any Unit which it owns or on the Common Elements as long as doing so does not unreasonably disturb any other Unit Owner.

Section 8. Personal Property of Declarant. The Declarant shall retain ownership of and shall have the right to remove at any time all goods, equipment, construction materials and other property, which it has not represented in writing as belonging to the Association regardless of whether the item of property can legally be considered to be a fixture.

Section 9. Declarant Control of the Association.

(a) The Declarant shall have the right to control the Association to the maximum extent permitted by law. The following subsections aid in defining that right but do not limit it.

(b) A period of Declarant control shall exist during which the Declarant, or a Person or Persons designated by the Declarant may appoint and remove the officers of the Association and members of the board of directors. This period shall terminate (1) 60 days after conveyance of more than 75 percent of the Units which may be created to owners other than the Declarant, (2) two years after the Declarant has stopped offering Units for sale in the ordinary course of business, (3) two years after a right to add new Units was last exercised, or (4) five years after the first conveyance of a Unit to an owner other than the Declarant, whichever first occurs. A Declarant may voluntarily surrender the right to appoint officers and members of the board of directors before termination of what otherwise would be the period of Declarant control. If so, the Declarant shall have the right to require that certain specified actions of the Association be approved in writing by the Declarant before those actions become effective.

(c) Not later than 60 days after the conveyance of 30 percent of the Units that may be created to owners other than the Declarant, one member of the board of directors shall be elected by Unit Owners other than the Declarant.

(d) Upon termination of a period of Declarant control, if not before, the Unit Owners shall elect a board of directors of at least three members, all of who shall be Unit Owners.

(e) Notwithstanding any contrary provision in this Declaration or the Bylaws, following notice under AS 34.08.390, the Unit Owners, by a 67% vote of all Unit Owners present and entitled to vote at a meeting of Unit Owners at which a quorum is present, may remove a member of the board of directors without cause other than a member appointed by the Declarant.

Section 10. Exercise of Special Declarant Rights. Unless all Special Declarant Rights have been terminated by operation of law or an amendment to this Declaration executed by the Declarant, any right not terminated may be exercised by the Declarant as long as the Declarant (a) has any obligation to a Unit Owner or the Association based on warranty or otherwise, (b) has a right to create additional Units, (c) is the owner of a Unit, or (d) is the holder of a Security Interest in a Unit. Regardless, all Special Declarant Rights shall terminate seven years from the date on which this Declaration was recorded.



Section 11. Interference With Exercise of Rights. No action by a Unit Owner or the Association shall diminish any right held by a Declarant without the written consent of the Declarant. If the Association or a Unit Owner unjustifiably interferes with the exercise of a right, the Association or the Unit Owner is liable to the Declarant for all damage caused by the interference.

PARAGRAPH Z
MISCELLANEOUS

Section 1. Headings. The headings used in this Declaration are inserted only to facilitate the location of specific provisions in it.

Section 2. Gender. The use of the masculine gender is used for convenience only and includes the feminine gender. Use of the singular includes the plural and the plural includes the singular when good sense requires that use.

Section 3. Waiver. No failure or refusal to enforce any provision of this Declaration shall be considered to be a waiver of that provision. All of the terms of this Declaration may be enforced at any time.

Section 4. Severability. If any provision in this Declaration is determined to be invalid, that determination does not affect the remainder of it.

Section 5. Conflicting Provisions: Priority. If any provision in this Declaration conflicts with a statute, the statute shall control. If any provision of this Declaration conflicts with the other condominium Documents, this Declaration shall control.

Section 6. Development Permits. The Association shall assume the obligations and fulfill the requirements of all development permits and regulations affecting the Vintage Park Condominiums including but not limited to USE 2018-007.

Section 7. Allowable Use Permit. At all times the provision of the Allowable Use Permit issued by the City and Borough of Juneau for this Project are incorporated herein and if there is a conflict between the permit terms and this Declaration, the permit terms control.

PARAGRAPH AA
DEFINITIONS

Section 1. Act. "Act" shall mean the Uniform Common Interest Ownership Act, AS 34.08, as it now exists or as it may from time to time be amended.

Section 2. Allocated Interests. "Allocated Interests" shall mean the undivided interest in the Common Elements, the common expense liability, and votes in the Association allocated to Units in the Common Interest Community. The Allocated Interests are described in paragraph H of this Declaration and are shown in Exhibit C.



Section 3. Association. "Association" shall mean the Vintage Park Condominiums, a nonprofit corporation organized under AS 10.20, which is the Association of Unit Owners under AS 34.08.310.

Section 4. Bylaws. "Bylaws" shall mean the Bylaws of the Association as they may be amended from time to time.

Section 5. Common Elements. "Common Elements" shall mean all portions of the Common Interest Community other than the Units and Limited Common Elements.

Section 6. Common Expenses. "Common Expenses" are the expenses or financial liabilities for the operation of the Common Interest Community. These include:

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

(b) Expenses declared to be Common Expenses by the condominium Documents or by AS 34.08;

(c) Expenses which are agreed to be Common Expenses by the Association; and

(d) Reasonable reserve requirements established by the Association, whether held by the Association or in trust, for the repair or replacement of or the addition to the Common Elements or other real or Personal Property acquired or held by the Association.

Section 7. Common Interest Community. "Common Interest Community" means the real Property which is the subject matter of this Declaration.

Section 8. Declarant. "Declarant" means R&S Construction, LLC or its successor as defined in as 34.08.990(12).

Section 9. Declaration. "Declaration" means this document, including any amendments to it.

Section 10. Development Rights. "Development Rights" means a right or a combination of rights reserved by the Declarant which enable it to add real estate to the Common Interest Community, to create Units, Common Elements and Limited Common Elements within the Common Interest Community, to subdivide or convert Units into Common Elements, to do subsequent phases, and to withdraw real estate from the Common Interest Community. The Development Rights are more fully set forth in paragraph Y of this Declaration.

Section 11. Director. "Director" means a member of the Board of Directors of the Association.

Section 12. Documents. "Documents" mean the Declaration, Plat, Plans, articles of incorporation, Bylaws and Rules of the Association as they exist or may be from time to time amended. Any exhibit or certification accompanying a document is part of that document.



Section 13. Eligible Insurer. "Eligible Insurer" means an insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. The notice, when given, shall be considered to have included a request by the insurer for notice and other rights described in paragraph Q.

Section 14. Eligible Mortgagee. "Eligible Mortgagee" means the holder of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it is the holder of such an interest. The notice, when given, shall be considered to have included a request by the mortgagee for notice and other rights described in this Declaration.

Section 15. Floor Plan. "Floor Plan" means the document showing the horizontal organization of the Common Interest Community which is recorded with this Declaration as it exists or may from time to time be amended.

Section 16. Improvements. "Improvements" means any structures or facilities which exist or will be constructed on the land included in the Common Interest Community including, but without limitation, Units, buildings, utilities, driveways, parking areas, pipes, wires and landscaping whether constructed by the Declarant or the Association.

Section 17. Limited Common Elements. "Limited Common Elements" means the portion of the Common Elements allocated or reserved for the exclusive use of one or more but less than all of the Units by the Declaration or AS 34.08.100(2) or (4). The Limited Common Elements are described in paragraph D.

Section 18. Majority or Majority of Unit Owners. "Majority" or "Majority of Unit Owners" means the holders of more than fifty per cent of the voting authority of the Association.

Section 19. Manager. "Manager" means a Person or organization employed to perform management services for or on behalf of the Common Interest Community and the Association.

Section 20. Notice and Comment. "Notice and Comment" means the right of a Unit Owner to receive notice of an Action which the Association proposes to take and the right to comment before the Action is taken. The procedure to be followed in observing this right is set forth in paragraph X.

Section 21. Notice and Hearing. "Notice and Hearing" means the right of a Unit Owner to receive notice of an Action which the Association proposes to take and the right to be heard at a meeting of the Association or its Board of Directors before the Action is taken. The procedure to be followed in observing this right is set forth in paragraph X.

Section 22. Person. "Person" means an individual, corporation, business trust, estate, trust, partnership, Association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 23. Plan. "Plan" means the Floor Plan.



Section 24. Plat. "Plat" means the plat recorded with this Declaration as it exists or may from time to time be amended.

Section 25. Property. "Property" means the land, Improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

Section 26. Public Offering Statement. "Public Offering Statement" means the current document prepared pursuant to as 34.08.530 as it exists or may from time to time be amended which is provided to purchasers before a purchase agreement is executed.

Section 27. Rules. "Rules" mean the Rules governing the use of Units and Common Elements and the conduct of Persons within the Common Interest Community which are adopted by the membership or the Board of Directors of the Association.

Section 28. Security Interest. "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment of a debt or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sale contract, a lease intended as security, an assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other lien created by consent or title retention agreement intended as security for the performance of an obligation.

Section 29. Special Declarant Rights. "Special Declarant Rights" means the rights reserved for the benefit of a Declarant to (a) complete Improvements set forth on Plats or Plans filed with the Declaration, (b) exercise any development right, (c) maintain sales and management offices, signs advertising the Common Interest Community, and model Units, (d) use easements through the Common Elements for the purpose of making Improvements within the Community or within real estate that may be added to the Community, (e) appoint or remove an officer of the Association or a master Association or a Board of Directors member during any period of Declarant control, (f) rent any and all Units without limitation during the marketing period, and (g) exercise any other right necessary to rent or market Units.

Section 30. Trustee. "Trustee" means an entity which may be designated by the membership of the Association or the Board of Directors for the purpose of receiving, administering and disbursing funds derived from losses covered by insurance, condemnation awards, special assessments for uninsured losses, and other like sources. If no Trustee is designated, the Board of Directors shall be the Trustee and shall Act by Majority vote. The Actions of the Board of Directors when it is the Trustee shall be executed by the president and attested to by the secretary of the Association.

Section 31. Unit. "Unit" means a physical portion of the Common Interest Community which is designated for separate ownership or occupancy and which has boundaries described in paragraph c, section 3.

Section 32. Unit Estate. "Unit Estate" means a combination of all of the components of ownership held by an owner of an individual Unit in the Common Interest Community including

Declaration

Page 31 of 36

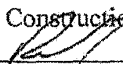


a defined space in a building, an undivided interest in the Common Elements and the right to use Limited Common Elements and easements.

Section 33. Unit Owner. "Unit Owner" means the Declarant or other Person who is the owner of a Unit. The term does not include a Person who has an interest in a Unit solely as security for the performance of an obligation. The Declarant is the initial owner of all Units created by this Declaration.

IN WITNESS WHEREOF, this instrument is executed on the 19th day of OCTOBER, 2018.


R&S Construction, LLC


By: Robert Worden
Its: Managing Member

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on the 19th day of OCTOBER, 2018 before me, a notary public in and for the State of Alaska, personally appeared Robert Worden, known to me and to me known to be the person who executed the foregoing instrument and he acknowledged to me that he executed the same as managing member of and on behalf of R&S Construction, LLC, an Alaska Limited Liability Company, freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal on the day and year in this certificate first above written.


Notary Public for Alaska
My Commission Expires: 9-13-2021

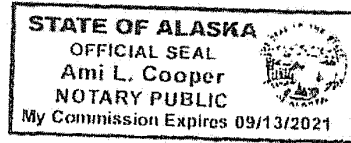


EXHIBIT A

Description of Units

Phases One and Two have twenty three Units located in four buildings, with each building having six two bedroom Units and one building having five two bedroom units.

Location of Units

The following units in Building A have an address of 3005 Clinton Drive: each is a two bedroom unit

- Unit A1
- Unit A2
- Unit A3
- Unit A4
- Unit A5
- Unit A6

The following units in Building B have an address of 3005 Clinton Drive: each is a two bedroom unit

- Unit B1
- Unit B2
- Unit B3
- Unit B4
- Unit B5
- Unit B6

The following units in Building C have an address of 3005 Clinton Drive: each is a two bedroom unit

- Unit C1
- Unit C2
- Unit C3
- Unit C4
- Unit C5

The following units in Building D have an address of 3005 Clinton Drive: each is a two bedroom unit.

- Unit D1
- Unit D2
- Unit D3
- Unit D4

Declaration



Unit D5
Unit D6

Units 2-5 in the A-D buildings have the following interior gross square footage:

First floor shop: 20'x50'

Second floor: 22x50 minus the 5'x22' deck

Units 1 and 6 in the A,B and D buildings and units 1 and 5 in the C building have the following interior gross square footage:

First floor 22'x50'

Second floor: 22,50 minus 9'x8' deck



EXHIBIT B

Description of Certain Limited Common Elements and Facilities

The portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, fixture or other improvement which is within the boundaries of a Unit and which serves that Unit is not part of the Unit but is a limited common element allocated solely to that Unit.

Each Unit has been assigned two parking spaces directly in front of each unit. The location of the parking areas is shown on the plat.

Unit A1, Two spaces
Unit A2, Two spaces
Unit A3, Two spaces
Unit A4, Two spaces
Unit A5, Two spaces
Unit A6, Two spaces

Unit B1, Two spaces
Unit B2, Two spaces
Unit B3, Two spaces
Unit B4, Two spaces
Unit B5, Two spaces
Unit B6, Two spaces

Unit C1, Two spaces
Unit C2, Two spaces
Unit C3, Two spaces
Unit C4, Two spaces
Unit C5, Two spaces

Unit D1, Two spaces
Unit D2, Two spaces
Unit D3, Two spaces
Unit D4, Two spaces
Unit D5, Two spaces
Unit D6, Two spaces

Stairs, shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, fixtures, exterior doors and windows, and other Improvements serving a single Unit that are located outside the boundaries of the Unit are Limited Common Elements.



EXHIBIT C

Description of Interests in Common Elements and Voting Rights

Phases One and Two: Each Unit has an equal interest in the Common Elements allocated to each Unit. Each Unit has a 4.347826% interest in the Common Elements. Each Unit's voting rights equals its interest in the Common Elements.

Phase Three: If Phase Two is added, the interests in the Common Elements and voting rights shall be reallocated in accordance with the provisions of the Declaration.





Planning Commission

(907) 586-0715

PC_Comments@juneau.org

www.juneau.org/plancomm

155 S. Seward Street • Juneau, AK 99801

PLANNING COMMISSION NOTICE OF DECISION

Date: June 29, 2018
Case No.: USE2018 0007

R & S Construction LLC
P.O. Box 210194
Auke Bay, AK 99821

Proposal: A Conditional Use Permit for a 23 dwelling unit condominium development

Property Address: 3005 Clinton Drive

Legal Description: Vintage Park IIA, Block C, Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A

Parcel Code No.: 5B1601440011; -0021; -0031; -0041; -0051; 0061; 0071

Hearing Date: June 26, 2018

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated June 26, 2018, and **APPROVED** the development of a 23 dwelling unit, multi-family development in a Light Commercial zoning district to be conducted as described in the project description and project drawings submitted with the application and with the following conditions:

1. A revised landscaping plan shall be reviewed and approved by CDD staff prior to the first Temporary Certificate of Occupancy or Certificate of Occupancy for any dwelling in the development. Prior to a Certificate of Occupancy, a minimum of 15% of the lot shall be planted with landscaped vegetation or the installation of landscaped vegetation must be bonded for.
2. The landscaping plan shall include strategically placed vegetative areas along Clinton Drive and Vintage Boulevard planted with vegetation that matches other street side plantings of trees and/or shrubs at other developments in the immediate vicinity. Any additional space between the subject property line and edge of sidewalk shall be landscaped with grass.
3. Prior to the first Temporary Certificate of Occupancy or Certificate of Occupancy for a dwelling in the development, the applicant shall submit a lighting plan by a professional engineer or architect illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements at CBJ 49.40.230(d).
4. Prior to issuing a Certificate of Occupancy for the first dwelling unit on the subject lot, a Homeowners Association Agreement shall be submitted for review and approval by CDD. The Homeowners Association

agreement documents shall specify how common facilities shall be operated and maintained. The documents shall require that the governing body of the association adequately maintain common facilities including snow removal, approved landscaping, and signage and striping.

- 5. Prior the first Temporary Certificate of Occupancy or Certificate of Occupancy for a dwelling in the development, a revised parking plan showing no fewer than 49 parking spaces on the exterior of the buildings shall be submitted and approved by CDD.

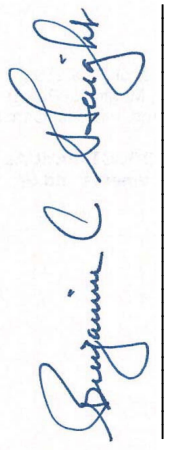
Attachments: June 18, 2018, and June 22, 2018 memorandums from Tim Felstead, Community Development, to the CBJ Planning Commission regarding USE2018 0007.

This Notice of Decision does not authorize construction activity. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance with CBJ 01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ 01.50.030 (c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ 49.20.120).

Effective Date: The permit is effective upon approval by the Commission, June 26, 2018.

Expiration Date: The permit will expire 18 months after the effective date, or December 26, 2019 if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the development permit was authorized. Application for permit extension must be submitted thirty days prior to the expiration date.

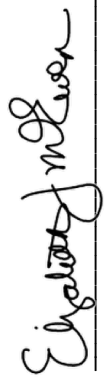


Benjamin Haight, Chair
Planning Commission



Tim Felstead, Planner
Community Development Department

Project Planner:



Filed With Municipal Clerk

7/2/2018

Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ-adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.



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

DATE: June 18, 2018

TO: Planning Commission

FROM: Tim Felstead, Planner
Community Development Department

CASE NO.: USE2018 0007

PROPOSAL: A Conditional Use Permit for a 23 dwelling unit condominium development

GENERAL INFORMATION

Applicant: R & S Construction LLC

Property Owner: R & S Construction LLC

Property Address: 3005 Clinton Drive

Legal Description: Vintage Park IIA, Block C, Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A

Parcel Code Number: 5B1601440011; -0021; -0031; -0041; -0051; 0061; 0071

Site Size: Total 70,594 sq. ft. (1.62 acres)

Comprehensive Plan Future Land Use Designation: Traditional Town Center (TTC)

Zoning: LC

Utilities: Public water; Public sewer

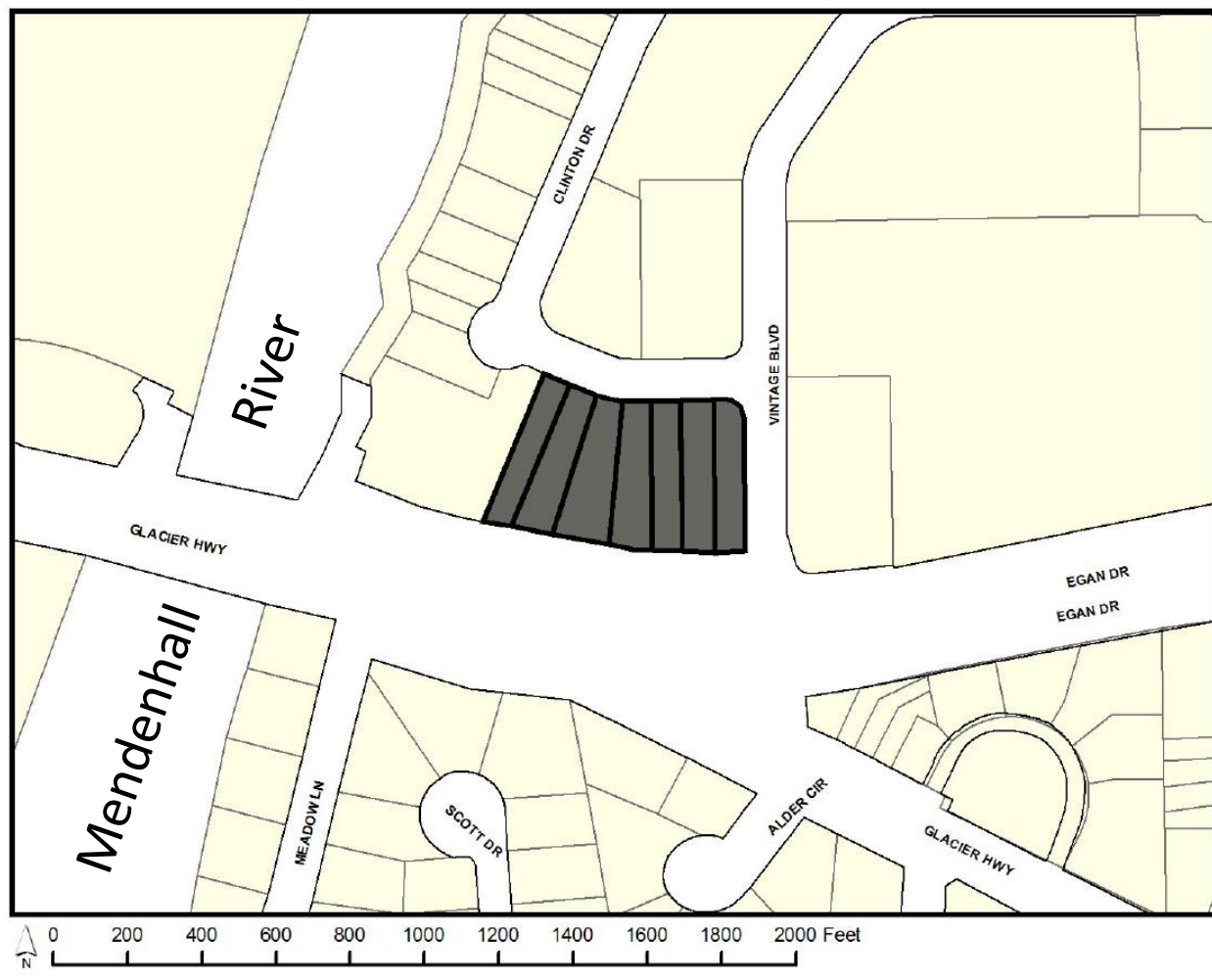
Access: Clinton Drive and Vintage Boulevard

Existing Land Use: Vacant

Surrounding Land Use: North - Clinton Drive Right-of way, Commercial offices; Light Commercial (LC)

South - Egan Drive Right-of-way, Commercial offices; Light Commercial (LC)
East - Vintage Boulevard Right-of-way, Commercial retail; Light Commercial (LC)
West - Vacant; Light Commercial (LC)

VICINITY MAP



ATTACHMENTS

- Attachment A Application including narrative, building plans, and site plan.
- Attachment B Public notification

PROJECT DESCRIPTION

The applicant requests a Conditional Use Permit for the development of a 23 dwelling unit condominium complex on one lot in the Vintage Park area adjacent to Mendenhall River. The dwelling units would be 'boat condos' with each unit consisting of an oversized garage space on the ground floor with an apartment above.

BACKGROUND

The development is located on one single 70,594 square foot lot. This lot was the result of a recent consolidation of seven lots (SLC2018-0002). While the consolidation has been approved and the new plat has been recorded, a new single CBJ parcel identification number has not yet been assigned. The Vintage Park area (a fraction of USS 1193) was first subdivided into 3 lots in 1984 and further subdivided in 1985. In 2013, the lots were the subject of a right-of-way (ROW) acquisition which resulted in approximately 20,000 square feet of land from the subject lots along Egan Drive being incorporated into the ROW as part of the project to replace Brotherhood Bridge. The Brotherhood Bridge reconstruction project also removed a tree buffer adjacent to the ROW. It is not clear if the trees were in the original ROW or on the private land that was acquired by DOT&PF. Design standards related to Vintage Park (see below) required a tree buffer to be provided along Egan Drive.

Around the time of the 1984 subdivision, the area was rezoned from R-7 (residential) to C-2 (Central Commercial) by CBJ Ordinance 84-03(am) (ZC 83-14). This ordinance also included a number of conditions including those regarding access and traffic control, building design, signage, and landscaping. Later, the conditions and site design/uses allowed were further amended by a series of CBJ ordinances (85-33, 85-55, 85-89, 86-54(am), and 86-72). As part of the 1987 major rewrite of the CBJ Land Use Code, the area was rezoned to Light Commercial (LC). The rezoning to Light Commercial removed the additional requirements imposed through earlier rezones. There may be additional private covenants for the area related to building and site design requirements, although the CBJ does not enforce private covenants.

The subject lot remained vacant until 2018. In April, 2018, a building permit was approved for the construction of 6 dwelling units in Building A (BLD2018-0156) followed by a second building permit in May, 2018, for the construction of 6 dwelling units in Building B (BLD2018-0275). (See site plan in Attachment A.)

The applicants are seeking a Conditional Use Permit for 23 units. They received a building permit for 12 units. Staff has already required some changes to the site plan as part of the building permit review process. In Light Commercial zones, more than 12 dwelling units on a lot is considered a major development and requires a Conditional Use Permit. This use permit evaluates full build-out of 23 units.

ANALYSIS

Project Site – The project site consists of one 72,000 square foot, relatively flat lot surrounded by three ROWs. Based on the applicant site plan, the Egan Drive traffic lanes are ~55 feet from the subject property line, and there is a shared path that runs ~45 feet from the property line. Sidewalks for Vintage Boulevard and Clinton Drive abut the property line. The lot was used for materials storage during the reconstruction of Brotherhood Bridge.

Project Design – The architectural drawings and site plan are provided in Attachment A. The final development will consist of 4 buildings. Three buildings will have 6 units and one will have 5 units, for a total of 23 units. Each unit will consist of a garage measuring 22 ft. x 50 ft. x 16 ft. high for a total of 1100 sq. ft. There will be a 1,100 sq. ft., 2 bedroom apartment directly above each garage. The end units will be accessed via external staircases. Internal apartments will be accessed with internal staircases. Each apartment will have a deck area. The majority of the windows will be located on the front elevation of the buildings, and doors will either face Clinton Drive or Egan Drive. The plainer rear elevation of the buildings will face into the site separated by a ~15 foot vegetated area.

The lower 3 feet of the exterior of the buildings will be clad with ‘cultured stone’ with the rest of the garage level clad in vertical metal siding. The second-story apartment level and roof gables will be clad in vinyl siding.

The setbacks for the site are provided below:

Yard	Setback (feet)
Front (Clinton Drive)	25
Street side (Vintage Boulevard)	17
Street side (Egan Drive)	17
Side	10

The site design meets all required setbacks. The access stairs along the side of the buildings paralleling Vintage Boulevard encroach 5 feet into the 17 foot side yard. This is allowed under a setback exception for unenclosed balconies, connecting deck stairways, ramps, and landings with or without roofs (CBJ 49.25.430(4)(C)(i)).

The maximum building height for permissible uses in the Light Commercial zoning district is 45 feet. The proposed buildings are 35 feet to the mid-point of the roof.

There are no maximum lot coverage limits in Light Commercial zones but there is a 15% vegetative cover requirement. For this site, 10,589 square feet of vegetative cover is required. The site plan shows that 10,587 square feet will be landscaped.

It is recommended as a condition of approval that prior to a Certificate of Occupancy, a minimum of 15% of the lot must be planted with vegetation or the installation of vegetation must be bonded for. Staff further recommends a condition that the vegetative cover/landscaped areas shown on the plans submitted shall be maintained with live vegetative cover as shown in the approved plans.

Other developments in the Vintage Park neighborhood have vegetative buffers separating the parking lots from the ROW sidewalks. The applicants have proposed a 3 foot vegetated strip to provide a consistent appearance. While this is consistent with the vegetative buffer provided on one recent development in the Vintage Park area (Trillium Landing Senior Housing project), the majority of developments have larger vegetative strips.

Light Commercial zones allow for up to 30 dwelling units per acre. There would be a maximum of 49 dwelling units allowed on this lot. The applicant is proposing 23 units and associated garages.

The applicants have not indicated uses other than residential apartments and associated garage space. However, the units will be constructed so that the garage spaces are appropriately fire separated from the apartments above. In the future, the spaces could be used independently from the residential apartments above. Many commercial uses are allowed in Light Commercial zones and may require additional permits, parking, or performance standards depending on the use.

A Change of Use Permit would be required and would provide CDD the opportunity to review parking and performance standards and advise the applicant if a Conditional Use Permit would be needed or if fire or building inspections would be required.

Traffic – Using the ITE Trip Generation Manual (ITE Manual), staff estimates the average daily traffic to be 133 trips per weekday for the proposed 23 residential units (Land Use 230 Residential condominium/townhouse). CBJ 49.40.300 states that a traffic impact analysis is not required when a development is projected to generate less than 250 vehicle trips per day.

There will be a two-way access to the site from Clinton Drive and a one-way ingress access from Vintage Park. Clinton Drive and Vintage Park are CBJ maintained ROWs. The one-way ingress could potentially have two-way traffic. This is being proposed by the applicant and is not a CBJ requirement. Vintage Boulevard only allows right turns onto Egan Drive toward Auke Bay. All other traffic destinations would have to be accommodated by driving toward Riverside Drive.

It is recommended as a condition of approval that appropriate 'no exit' signs be placed at the ingress-only access on Vintage Boulevard.

CBJ Streets has no concerns with the proposed access points into the site. CBJ General Engineering has approved the two access points in their approval of the earlier building

permits. The Alaska Department of Transportation and Public Facilities have not provided comments.

Parking and Circulation – The proposed parking and circulation plan is provided as part of the site plan in Attachment A. The parking requirement for the proposal is provided in the table below.

Use	Use parking space requirement	Size of use	Parking spaces required
Residential–multifamily (Not Juneau or Douglas)	1.75 per 2 bedroom	23 x 2 bed units	40.25
Total			40.25
Rounded to nearest whole number = 40 spaces			

At 22 feet wide, each garage is wide enough to accommodate two parking spaces inside. The garages associated with each unit provide enough spaces to meet the collective parking requirement for the entire development. The applicant’s initial site plan showed additional parking spaces directly in front of each garage. CBJ 49.40.230 (a)(6) only provides for stacked parking for single family and duplex uses. The applicants submitted a revised site plan showing no parking outside the garages. As discussed above, any change of use from residential may require additional parking which will be addressed through a “change of use” building permit. The site can accommodate additional parking. On-site parallel parking spaces (6 feet wide x 22 feet deep) could be accommodated along the Clinton Drive (~9 spaces) or Egan Drive (~13 spaces) lot lines so there is capacity for more intense uses, although this would have to be accounted for in the Homeowners Association (HOA) agreement. Additionally, CBJ 49.40 does allow for uses other than single family and duplex to have off-site parking, as well as the opportunity for joint use parking.

Two ADA compliant parking spaces, with appropriate stripping and signage, will have to be provided on the site including one van accessible space. These spaces are shown on the revised site plan. These will need to be striped and signed as part of the Building Permit approval. Required stripping should be maintained.

The HOA agreement will also need to address maintenance responsibilities for the shared paved circulation area. The CBJ Land Use Code does not have a standard requirement that multifamily condominium developments have a HOA agreement.

To ensure the common paved circulation area is adequately maintained, it is recommended as a condition of approval that this be addressed in a HOA agreement along with other common facilities and a copy be provided to CDD before the first building can be occupied.

Vegetative Cover and Landscaping - The CBJ Land Use Code requires parking and circulation areas to be ‘attractively landscaped’ (CBJ 49.40.230(a)). CBJ 49.40.230(c)(1) states parking

areas 'shall be landscaped in accordance with design review standards'. However, Title 4 of the CBJ Administrative Code no longer includes design review standards for parking lot design. Staff can only subjectively assess whether the parking lot design is 'attractive'.

The Land Use Code does however define 'Landscape' (CBJ 49.80.120) as:

(2) To add lawns, trees, plants, or other natural and decorative features to land.

Surrounding properties and minimum site vegetative cover requirements are often used during the proposal review as a guide to determine if the design meets the general landscaping requirements. One member of the public who owns property in the Vintage Park area contacted CDD with concerns that the appearance of the development would detract from their own property citing the design standards that were initially in place for the Vintage Park area adds value to their own property. They had not viewed the architectural drawings or proposed site plan at that point. This person has not commented again since staff provided them with these details.

As discussed above, the majority of other developments in the area have a vegetative buffer between the sidewalk and their associated parking lots. The development on the opposite side of Clinton Drive from the subject development has a buffer which is approximately 7.5 feet. To provide consistency with other developments in the area, it is recommended that the proposed 3 foot vegetative strip be widened to 5 feet and some shrubs and/or trees be provided along Clinton Drive and Vintage Boulevard. Any additional space between the property line and edge of sidewalk should be landscaped with grass.

It is recommended as a condition of approval that in addition to the vegetative cover requirements, prior to issuance of any further building permits for Buildings C or D, that the landscaping plan be amended to show a minimum of 5 feet of vegetative strip separating the parking and circulation area (except for access points) from the sidewalk on Clinton Drive.

In addition, the landscaping plan shall include vegetative areas along Clinton Drive and Vintage Boulevard planted with vegetation that matches plantings of trees and/or shrubs for other developments in the immediate vicinity. The landscaping shall be reviewed and approved by CDD.

Pedestrian circulation – Both Clinton Drive and Vintage Boulevard are already served by sidewalks in the ROW. The site plan shows a 4-foot wide concrete walkway in front of the building. To facilitate pedestrian access from the development toward Safeway, the applicants have continued the walkways in front of Buildings A and B through the vegetated strip to Vintage Boulevard. CBJ Streets have stated that they believe additional crosswalks will be needed through the Vintage Park area to accommodate the increasing residential uses that are being developed. An obvious location related to the subject development is across Vintage Boulevard at the intersection with Clinton Drive. This crossing would require more than

stripping. The crossing would have to account for two drain inlets, provide pedestrian curb cuts, and involve removal of part of an existing concrete median. CBJ should consider development of crossing walks as part of the CIP.

Drainage and snow storage – The submitted drainage plan has been reviewed by CBJ General Engineering under the issued building permits. The proposed subsurface drainage system meets CBJ standards, and there is no incentive for the developer to explore green infrastructure approaches since they are not interested in increasing dwelling density and already meet their minimum vegetative cover requirements. Stormwater management during construction is reviewed as part of the CBJ Building permit. As part of the review for approval of the building permit, CBJ General Engineering requires a maintenance schedule agreement for oil/water separators to be recorded to make it clear what a development's obligations are.

The applicants have identified one dedicated snow storage area near Building D, and it is expected any additional storage could occur in front of Buildings A and C, although this should be done so that drains are not blocked.

Lighting –The Land Use Code also requires parking areas 'to be suitably lit'. This is interpreted to mean exterior lighting should be provided in parking areas, along pedestrian pathways, and immediately adjacent to the building. All exterior lighting should be of full cut-off design and that there is direct lighting only on the subject parcel to minimize impacts to adjacent neighbors. The applicants have proposed lighting fixtures that meet the required full cut-off design. However, lighting locations are not shown on the site plan, only on the architectural drawings, and the site plan is not prepared by a professional engineer or architect as required by the Land Use Code for major developments with ten or more dwelling units.

As a condition of approval, staff recommends that prior to issuance of a Building Permit, the applicant shall submit a lighting plan illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements at CBJ 49.40.230(d).

Noise – The proposed residential use is not expected to generate any noise impacts beyond what would be expected in a Light Commercial zone.

Public Health or Safety – The structures meet all zoning requirements for height and setbacks and will meet all applicable building code requirements for fire safety. CBJ Fire has reviewed the overall site plan as part of the review of the two issued building permits and has no concerns with the development. The CBJ Building Official has no concerns with the development. The additional buildings will also require building permits.

Habitat – There are no habitats regulated by the CBJ Land Use Code that would be impacted by the development.

Property Value or Neighborhood Harmony – Surrounding land uses are primarily commercial. The CBJ Land Use Code (49.25.230 (a)) states commercial zoning districts are established to accommodate commercial activities and, more specifically, that Light Commercial zoning districts are:

...intended to accommodate commercial development that is less intensive than that permitted in the general commercial district. Light commercial districts are primarily located adjacent to existing residential areas. Although many of the uses allowed in this district are also allowed in the GC, general commercial district, they are listed as conditional uses in this district and therefore require commission review to determine compatibility with surrounding land uses. A lower level of intensity of development is also achieved by stringent height and setback restrictions. Residential development is allowed in mixed- and single-use developments in the light commercial district.

The proposed use for residential dwellings and associated garages is allowed in the zoning district and is consistent with the description of the zoning district.

As mentioned above, one member of the public has concerns that the proposed development would be out of character with the surrounding properties and would reduce the marketability of their own commercial space. The member of the public had not seen the architectural drawings at the time of sharing these concerns and was not aware of the 3 foot vegetative buffer proposed by the applicants. The CBJ Assessor has stated that they do not foresee any negative impacts on surrounding property values from the development. They also stated the development might actually provide a beneficial buffer from Egan Drive for other properties on the interior of Vintage Park. However, they suggested a larger vegetative strip with shrubs or a privacy fence along Clinton Drive providing a visual buffer would be beneficial but were aware of the potential need for a larger paved turning area to allow boats to be more easily parked. The buffer would have limited impact on vehicle noise.

Conformity with Adopted Plans –

CBJ 2013 Comprehensive Plan

The Land Use Designation of the site in the Comprehensive Plan is Traditional Town Center (TTC). This is described as:

These lands are characterized by high density residential and non-residential land uses in downtown areas and around shopping centers, the University, major employment centers and public transit corridors, as well as other areas suitable for a mixture of retail, office, general commercial, and high density residential uses at densities at 18 or more residential units per acre. Residential and non-residential uses could be combined within a single structure, including off-street

parking. Ground floor retail space facing roads with parking behind the retail and housing above would be an appropriate and efficient use of the land. (p. 147)

The proposed dwelling unit density is 14 dwelling units per acre, less than the recommended minimum in the Comprehensive Plan of 18 units per acre. Ideally, lands are developed to their maximum dwelling unit density where possible especially when located in close proximity to transit services, but there is no minimum dwelling density in the CBJ Land Use Code.

The Comprehensive Plan provides policies to encourage the development of more housing. The following policies are relevant to the proposal:

POLICY 4.2. TO FACILITATE THE PROVISION OF AN ADEQUATE SUPPLY OF VARIOUS HOUSING TYPES AND SIZES TO ACCOMMODATE PRESENT AND FUTURE HOUSING NEEDS FOR ALL ECONOMIC GROUPS. (p.37)

POLICY 4.8. TO BALANCE THE PROTECTION AND PRESERVATION OF THE CHARACTER AND QUALITY OF LIFE OF EXISTING NEIGHBORHOODS WITHIN THE URBAN SERVICE AREA WHILE PROVIDING OPPORTUNITIES FOR A MIXTURE OF NEW HOUSING TYPES. (p.41)

POLICY 10.1. TO FACILITATE AVAILABILITY OF SUFFICIENT LAND WITH ADEQUATE PUBLIC FACILITIES AND SERVICES FOR A RANGE OF HOUSING TYPES AND DENSITIES TO ENABLE THE PUBLIC AND PRIVATE SECTORS TO PROVIDE AFFORDABLE HOUSING OPPORTUNITIES FOR ALL JUNEAU RESIDENTS. (p.129)

POLICY 10.3. TO FACILITATE RESIDENTIAL DEVELOPMENTS OF VARIOUS TYPES AND DENSITIES THAT ARE APPROPRIATELY LOCATED IN RELATION TO SITE CONDITIONS, SURROUNDING LAND USES, AND CAPACITY OF PUBLIC FACILITIES AND TRANSPORTATION SYSTEMS. (p.131)

The development also provides potential for mixed uses in the future as the garage spaces or apartments are utilized for commercial uses. This is supported by the following policy:

POLICY 10.2. TO ALLOW FLEXIBILITY AND A WIDE RANGE OF CREATIVE SOLUTIONS IN RESIDENTIAL AND MIXED USE LAND DEVELOPMENT WITHIN THE URBAN SERVICE AREA. (p.130)

POLICY 10.13. TO PROVIDE FOR AND ENCOURAGE MIXED USE DEVELOPMENT THAT INTEGRATES RESIDENTIAL, RETAIL AND OFFICE USE IN DOWNTOWN AREAS, SHOPPING CENTERS, ALONG TRANSIT CORRIDORS, AND IN OTHER SUITABLE AREAS. (p.140)

The following Standard Operating Practice (SOP) related to Policy 10.13 supports review of parking, landscaping, and lighting for developments

10.13 - SOP2 Maintain and improve provisions in the Land Use Code that include performance standards covering building height, site coverage, landscaping, buffering from incompatible uses, access, signage, parking and other design standards in the Mixed Use zones. Maintain and improve design review procedures to assure that proposals for mixed use development are evaluated with regard to site design, building placement, parking, landscaping, exterior lighting, and other factors ensuring privacy and livability of the project residents as well as factors to ensure the project is compatible with, and a good neighbor to, surrounding properties, land uses, and public facilities.

Juneau Economic Development Plan

The Juneau Economic Development Plan (JEDP) developed eight economic development priorities, including to “Promote Housing Affordability and Availability”. In order to accomplish the priorities set forth, the Plan states Initiatives, Goals, and Actions. The proposed development is providing additional housing albeit not specifically designed to be ‘affordable’ housing.

Area-Wide Transportation Plan

The Area-Wide Transportation Plan (AWTP) addresses land use revisions and enhancements that developments should provide in projects. These enhancements include sidewalks, pathways that eliminate vehicular conflict points, and infill development and redevelopment. There are no specific actions related to pedestrian connectivity in Vintage Park in the immediate area of the subject lot.

Juneau Non-Motorized Transportation Plan

The purpose of the Juneau Non-Motorized Transportation Plan (JNMTP) is ‘to promote active transportation by guiding development of a community-wide bicycle and walking network that can be used by all Juneau residents for all types of trips’. The location of the development is a walkable distance to public amenities such as grocery stores, recreational facilities, schools, a post office, banks, etc. Transit services operate on Riverside Drive, and CBJ is actively pursuing a Valley Transit Center in the Vintage Park/Mendenhall Mall area. There are no specific actions related to pedestrian connectivity in Vintage Park in the immediate area of the subject lot.

FINDINGS

CBJ 49.15.330 (e)(1), Review of Director's Determinations, states that the Planning Commission shall review the Director's report to consider:

1. Whether the application is complete;
2. Whether the proposed use is appropriate according to the Table of Permissible Uses; and,
3. Whether the development as proposed will comply with the other requirements of this chapter.

The Commission shall adopt the Director's determination on the three items above 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.

CBJ 49.15.330 (f), Commission Determinations, states that even if the Commission adopts the Director's determination, it may nonetheless deny or condition the permit if it concludes, based upon its own independent review of the information submitted at the public 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. Not be in general conformity with the comprehensive plan, thoroughfare plan, or other officially adopted plans.

Per CBJ 49.15.330 (e) & (f), Review of Director's & Commission's Determinations, the Director makes the following findings on the proposed development:

1. Is the application for the requested conditional use permit complete?

Yes. The application contains the information necessary to conduct full review of the proposed operations. The application submittal by the applicant, including the appropriate fees, substantially conforms to the requirements of CBJ Chapter 49.15.

2. Is the proposed use appropriate according to the Table of Permissible Uses?

Yes. The requested permit is appropriate according to the Table of Permissible Uses. The permit is listed at CBJ 49.25.300, Section 1.300 for the LC zoning district.

3. Will the proposed development comply with the other requirements of this chapter?

Yes. The proposed development complies with the other requirements of this chapter. Public notice of this project was provided in the June 15, 2018 and June 25, 2018 issues of the Juneau

Empire's "Your Municipality" section, and a Notice of Public Hearing was mailed to all property owners within 500 feet of the subject parcel. Moreover, a Public Notice Sign was posted on the subject parcel, visible from the public Right of Way.

4. Will the proposed development materially endanger the public health or safety?

No. Based on the above analysis the proposed development, with conditions, will not endanger the public health and safety.

5. Will the proposed development substantially decrease the value of or be out of harmony with property in the neighboring area?

No. Based on the above analysis the use, with conditions, will maintain values and will be in harmony with the neighboring area.

6. Will the proposed development be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans?

Yes. Based on the preceding analysis, staff finds that the proposed multifamily development is in general conformity with the Land Use Plan and Comprehensive Plan.

Per CBJ 49.70.900 (b)(3), General Provisions, the Director makes the following Juneau Coastal Management Program consistency determination:

7. Will the proposed development comply with the Juneau Coastal Management Program?

N/A

RECOMMENDATION

It is recommended that the Planning Commission adopt the Director's analysis and findings and **APPROVE** the requested Conditional Use Permit. The permit would allow the development of a 23 dwelling unit, multi-family development in a Light Commercial zoning district.

The approval is subject to the following conditions:

1. Prior to a Certificate of Occupancy, a minimum of 15% of the lot shall be planted with landscaped vegetation or the installation of landscaped vegetation must be bonded for. A revised landscaping plan shall be reviewed and approved by CDD staff prior to issuance of any further building permits for Buildings C or D.
2. In addition to the vegetative cover requirements, the landscaping plan shall be amended to show a minimum of 5 feet of vegetative strip separating the parking and circulation area (except for access points) from the sidewalk on Clinton Drive.

Planning Commission

Case No.: USE 2018 0007

June 18, 2018

Page 14 of 14

3. The landscaping plan shall include vegetative areas along Clinton Drive and Vintage Boulevard planted with vegetation that matches other street side plantings of trees and/or shrubs at other developments in the immediate vicinity. Any additional space between the subject property line and edge of sidewalk should be landscaped with grass.
4. Prior to issuance of a Building Permit for Buildings C or D, the applicant shall submit a lighting plan by a professional engineer or architect illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements at CBJ 49.40.230(d).
5. Prior to CBJ acceptance of sidewalk improvements, appropriate 'no exit' signs shall be placed at the ingress-only access on Vintage Boulevard.
6. Prior to issuing a Certificate of Occupancy for the first dwelling unit on the subject lot, a Homeowners Association Agreement shall be submitted for review and approval by CDD.
7. The Homeowners Association agreement documents shall specify how common facilities shall be operated and maintained. The documents shall require that the governing body of the association adequately maintain common facilities including snow removal, approved landscaping, and signage and stripping.

DEVELOPMENT PERMIT APPLICATION

RECEIVED

APR 24 2018

PERMIT CENTER/GDD

Project Number	CITY and BOROUGH of JUNEAU	Date Received: APR 24 2018
Project Name (City Staff to Assign Name)		

INFORMATION	Project Description <i>Conditional User permit for 23 unit condo development</i>		
	PROPERTY LOCATION		
	Street Address	City/Zip	
	<i>3005 Clinton Dr Juneau AK</i>		
	Legal Description(s) of Parcel(s) (Subdivision, Survey, Block, Tract, Lot)		
	<i>Lots 1A-7A Vintage Business Park</i>		
	Assessor's Parcel Number(s)		
	<i>011, 021, 031, 5-816-0-144-004-1, 051, 061, 071</i>		
	LANDOWNER/ LESSEE		
	Property Owner's Name		
<i>R & S Const. LLC</i>			
Mailing Address		Contact Person:	Work Phone:
<i>P.O. Box 210194 Anchorage AK</i>		<i>Scott Jenkins</i>	<i>723-8952</i>
E-mail Address		Home Phone:	Fax Number:
<i>igloovracing-1@yahoo.com</i>			
Other Contact Phone Number(s):			

PROJECT / APPLICANT	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		<i>4/23/18</i>
		Landowner/Lessee Signature	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" and sign and date at X below			
Applicant's Name		Contact Person:	Work Phone:
<i>Same</i>			
Mailing Address		Home Phone:	Fax Number:
E-mail Address		Other Contact Phone Number(s):	
X			
	Applicant's Signature		Date of Application

OFFICE USE ONLY BELOW THIS LINE			
	Permit Type	**SIGN	Date Received / Application Number(s)
<input checked="" type="checkbox"/>	Building/Grading Permit		
	City/State Project Review and City Land Action		
	Inquiry Case (Fee In Lieu, Letter of ZC, Use Not Listed)		
	Mining Case (Small, Large, Rural, Extraction, Exploration)		
	Sign Approval (If more than one, fill in all applicable permit #'s)		
<input checked="" type="checkbox"/>	Subdivision (Minor, Major, PUD, St. Vacation, St. Name Change)		
<input checked="" type="checkbox"/>	Use Approval (Allowable, Conditional, Cottage Housing, Mobile Home Parks, Accessory Apartment)		<i>4/24/18 USE 20180007</i>
	Variance Case (De Minimis and all other Variance case types)		
	Wetlands Permits		
	Zone Change Application		
	Other (Describe)		

***Public Notice Sign Form filled out and in the file.	
Comments: <i>Pre-App notes were never sent. Eddie trying to get them completed. Lots to be consolidated under SEC 18-02</i>	Permit Intake Initials <i>TOP</i>

NOTE: DEVELOPMENT PERMIT APPLICATION FORMS MUST ACCOMPANY ALL OTHER COMMUNITY DEVELOPMENT DEPARTMENT APPLICATIONS
 I:\FORMS\2010 Applications Revised November 2009



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
Construction of 23 condos.

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) ~~20180007~~
 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 70594 square feet Total Area of Existing Structure(s) NA square feet
 Total Area of Proposed Structure(s) 25300 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

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

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)

If this is a modification or extension include:

- Notice of Decision and case number
- Justification for the modification or extension
- Application submitted at least 30 days before expiration date

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

ALLOWABLE/CONDITIONAL USE FEES				
	Fees	Check No.	Receipt	Date
Application Fees	\$ <u>750</u>	<u>Class III</u>		
Admin. of Guarantee	\$ _____			
Adjustment	\$ _____			
Pub. Not. Sign. Fee	\$ <u>50</u>			
Pub. Not. Sign. Deposit	\$ <u>100</u>			
Total Fee	\$ <u>900</u>			

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	Date Received
<u>USE 20180007</u>	<u>4/24/18.</u>

Attachment A

Allowable/Conditional Use Permit Narrative:

Lots 1A-7A on Clinton Drive are currently vacant long skinny lots that we (R&S CONSTRUCTION LLC) have purchased to build a future 23 unit 2 condo project to be completed in 2 phases. We are providing copies of the proposed site plan with depicting the required 15% vegetation. The site plan also shows the buildings with proper setbacks, vehicle circulation and parking. The condo units will be primarily residential condos with large shop/garages. We are designing the units to leave open the possibility for the purchaser to run a small business in the shop space below if desired. The proposed use meets all current zoning and will comply with the Comprehensive Plan. If you have any further questions please contact Rob Worden at 907-321-5015 or Scott Jenkins at 907-723-8952



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

MEMORANDUM

DATE: June 22, 2018
TO: Planning Commission
FROM: Tim Felstead, Planner
Community Development Department
CASE NO.: USE2018 0007
SUBJECT: Additional parking for potential future uses

Commissioner Dye called me on Wednesday, June 21, 2018, regarding USE2018 0007. He noted that in the staff report it states that the building design and the Light Commercial zoning district would allow for other primary uses in the residences or garages that are associated with each residence. His concern was that additional parking would be required if these additional uses did in fact transpire. The applicants also describe this as a possibility in their narrative. As noted in the staff report, there is some additional space available on the site, based on the current site plan, which would allow parallel parking around the perimeter of the property (~22 spaces). Other parking and access configurations are also possible and may yield more spaces.

CDD reviews applications based on the uses that have been presented. When additional uses are speculated, it is the responsibility of the developer to ensure that the relevant parking requirements can be met before the use begins. As noted in the staff report, a change of use would at least require a 'Change of Use' building permit. This type of building permit would be reviewed by CDD for compliance with permissible uses in the zoning district and parking compliance would be checked for. Given that there are numerous options available in the Land Use Code to reduce the number of parking spaces (joint use parking, off-site parking, or parking waivers), speculating on the number of parking spaces that may potentially be required in the future has too many variables to anticipate for the purposes of this staff report.

It is true that the potential uses on the site could yield a greater parking requirement than can be accommodated on the available land. It is the developer's choice to be constrained by the design of the site in terms of how future uses could be accommodated. CDD has previously communicated to the applicants that future additional uses may trigger a need for additional parking spaces.

During the writing of the staff report, staff had an internal discussion about whether the obligation to inform CDD of a change of use should be written into the Homeowners Association agreement. It was

Planning Commission
USE2018 0007
June 22, 2018
Page 2 of 2

felt that the Change of Use process would capture this and so a condition to this effect would be unnecessary. However, as a result of Commissioner Dye's inquiry, it was felt that such a condition might provide the Homeowners Association with an opportunity to have an internal review and approval process about what uses are allowed in the development since any additional parking would have to be addressed in the commonly owned areas of the development. An additional condition is therefore recommended.

8. For any change of use for any of the 23 dwelling units and accessory garages from 'multifamily residential', a revised parking plan shall be submitted and approved prior to the issuance of a building permit or change of use review. Additionally, this condition shall be incorporated into the HOA documents.

Ilsa Lund

From: Scott Gray
Sent: Tuesday, March 4, 2025 10:18 AM
To: Ilsa Lund
Subject: RE: USE2025-0005 Please Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Isla,

I guess I was not done 😊

Kit Watts our Valley Maintenance Supervisor sent me this very useful information ([see below](#)).

His email has a question about the history of the “No Parking” signs. There use to be the “No Parking 1AM to 7AM” signs on both sides of Clinton Drive. It looks the signs on that section of Clinton have been removed since the boat condos were put in. Was that part of the original permit? Did the contractor remove the signs during the construction, and they were never put back up?

With the Senior Operators and Kits concerns, I think we should probably look into getting some signs installed back to the original signage, unless that was part of the permit to exclude the “No Parking 1AM to 7AM” signs.

Scott,

Clinton Dr. is signed either “No Parking Anytime” or “No Parking 1AM – 7AM”. I am assuming this is for snow removal ops. in order to get the snow plowed off the road and sidewalks pushed back. The section of roadway in front of the condos has no signage (maybe it was pulled down during the condo construction?), and there are vehicles parked on the roadway 24 hrs.. This area cannot be plowed correctly and also cannot be swept due to the parked cars.

I believe allowing the reduced parking spaces in the condos will cause more vehicles to park on the roadway. I also think we should look into installing winter seasonal “No Parking 1AM – 7AM” signage on Clinton Dr.

Let me know if you would like to discuss this further. I’m interested if you know the history of the “No Parking 1AM – 7AM” and if it was intended for only the winter season or any other reasons.

Kit

I hope this additional information helps,

Scott

From: Ilsa Lund <Ilsa.Lund@juneau.gov>
Sent: Tuesday, March 4, 2025 8:57 AM
To: Scott Gray <Scott.Gray@juneau.gov>
Subject: RE: USE2025-0005 Please Comment

Thank you, Scott!

Gunalchéesh!

Ilsa Lund | Planner I

Community Development Department | City & Borough of Juneau, AK

Location: 230 S. Franklin Street, 4th Floor Marine View Building

Office: 907.586.0753 ext. 4128



Fostering excellence in development for this generation and the next.

From: Scott Gray <Scott.Gray@juneau.gov>

Sent: Tuesday, March 4, 2025 8:55 AM

To: Ilsa Lund <Ilsa.Lund@juneau.gov>

Subject: RE: USE2025-0005 Please Comment

Hi Ilsa,

This is from our Senior Operator who plows this area in the winter: When we get snow, plowing around the cars in the street make it difficult and being that there are sidewalks on both sides of the street the vehicles get absolutely buried in there.

From that statement, I would say Streets is not be in favor to adding vehicles to on-street parking on Clinton Drive during the winter months.

Scott



Scott Gray

Superintendent

Public Works Streets & Fleet

907-586-5256

From: Ilsa Lund <Ilsa.Lund@juneau.gov>

Sent: Monday, March 3, 2025 1:55 PM

Subject: USE2025-0005 Please Comment

Hello CBJ Team,

We have received an application from the Vintage Park Condos HOA to modify an existing Conditional Use Permit to reduce the number of parking spaces. As part of the review process, we are circulating the application amongst CBJ departments for input that will be provided to the Planning Commission for review.

Attached is the application. Now, you can also find information at the short-term planning web site: <https://juneau.org/community-development/short-term-projects>

We have the case scheduled for the Planning Commission meeting on April 8th. If you could provide feedback by **March 25, 2025**, that would be very helpful. I've attached an Agency Comment Form for your use.

Warm regards,
Gunalchéesh!

Ilsa Lund | Planner I

Community Development Department | City & Borough of Juneau, AK

Location: 230 S. Franklin Street, 4th Floor Marine View Building

Office: 907.586.0753 ext. 4128



Fostering excellence in development for this generation and the next.



Attachment E - 2011 Google Street View of No Parking Sign



Parking spaces offset from units



Offset parking spaces



Attachment F - Site Photos



Late afternoon on-street parking

Attachment F - Site Photos

No parking sign on opposite
side of Clinton Drive.



Attachment F - Site Photos





Nuisance vehicle, possibly abandoned

Attachment F - Site Photos



Attachment F - Site Photos



Attachment F - Site Photos

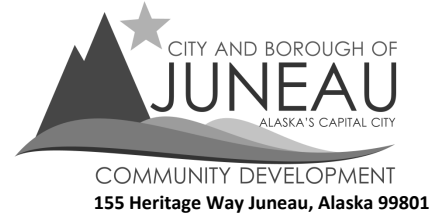
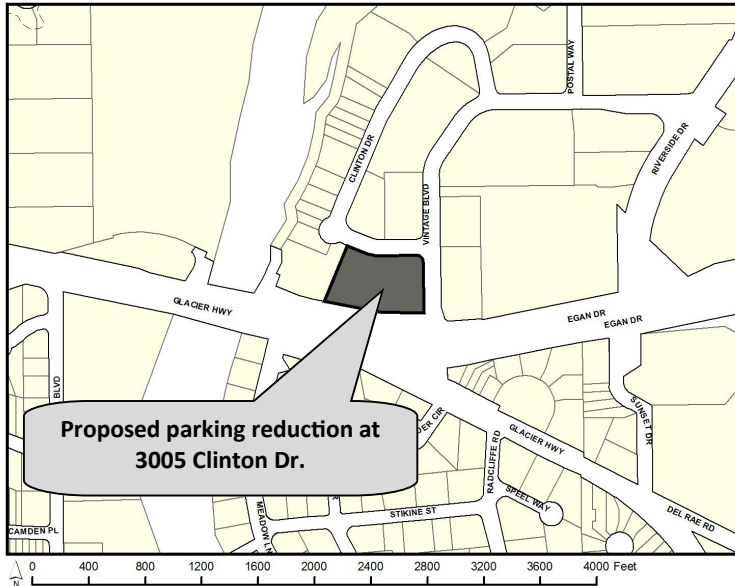


Possible abandoned vehicle near fire hydrant. Rear bumper is mangled.

Invitation to Comment

On a proposal to be heard by the CBJ Planning Commission

Your Community, Your Voice



TO

A **Conditional Use Permit Modification** application has been submitted for consideration and public hearing by the Planning Commission for a **reduction in parking at 3005 Clinton Drive** in a **Light Commercial** 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 **Tuesday, April 1, 2025** at

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

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

Now through March 20	March 21— noon, April 4	HEARING DATE & TIME: 6:00 pm, April 8, 2025	April 9
Comments received during this period will be sent to the Planner, Ilsa Lund , to be included as an attachment in the staff report.	Comments received during this period will be sent to Commissioners to read in preparation for the hearing.	This meeting will be held in person and by remote participation. For remote participation: join the Webinar by visiting https://juneau.zoom.us/j/85421744892 and use the Webinar ID: 854 2174 4892 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.	The results of the hearing will be posted online.

FOR DETAILS OR QUESTIONS,

Phone: (907)586-0753 ext. 4128

Email: pc_comments@juneau.gov or Ilsa.Lund@juneau.gov

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

Case No.: USE2025 0005

Parcel No.: 5B1601441000

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

Ilsa Lund

From: Joe Adelmeyer <joejnu@gci.net>
Sent: Tuesday, March 25, 2025 9:04 AM
To: Ilsa Lund; Shawn Carey
Subject: Vintage Park Condo Striping Project Signage



EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS