

**PLANNING DEPARTMENT
STAFF ANALYSIS
CONDITIONAL USE**

DATE: September 12, 2022

CASE NO.: 2022-0097

APPLICANT: Sonoma Glen Development

REPRESENTATIVE: Tony Hoffman, The Boutet Company

REQUEST: Amendment to a previously approved conditional use (2011-013) for a 70-unit residential Planned Unit Development (PUD) in the R-1A (Single Family-Residential Larger Lot) District, in accordance with AMC 21.07.110H., with variances from AMC 21.07.110H.2.b.i., *Open Space*, and AMC 21.07.110H.2.c.v., *Design, Building Separation*.

LOCATION: Sonoma Glen at Westpark, Tract 1F (Plat 2019-96)

COMMUNITY COUNCIL: Sand Lake

TAX NUMBER: 011-291-58-000

SITE: ±27.75 acres

CURRENT LAND USE: Residential/Vacant

UTILITIES: Served by public water and sewer

ZONING: R-1A, Single-Family Residential District (Larger Lot)

COMPREHENSIVE PLAN:
Classification: "Single and Two-Family Residential" in the *Anchorage 2040*

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	R-1A	PLI, R-2M SL	R-1A	R-1A
Land Use:	Single- and Two-Family Residential	Vacant	Single-Family Residential	Single-Family Residential

REQUEST

Sonoma Glen Development is requesting conditional use approval for an amendment to a previously approved planned unit development (PUD), in addition to two (2) variances from AMC 21.07.110H.2.b.i., *Open Space*, and AMC 21.07.110H.2.c.v., *Design, Building Separation*.

The original PUD conditional use approval (2011-013) was for a multi-family development on larger lots that were to be sold as condominium units or apartment style. Phases 1-3 are complete or in development, and this subject parcel is included in phases 4 and 5. The original plan for 97 condominium units or apartments approved per case 2011-013 is no longer a desirable housing model and has proved to be increasingly difficult to development.

This proposed amendment retains much of the similar layout of the original PUD conditional use but proposed 70 single-family units, that will be fee-simple and platted as individual lots. The preliminary platting case S12691 is being heard concurrently to update the plat to reflect these proposed changes.

The R-1A Single Family Residential District, Larger Lots, allows up six dwelling units per acre (DUA) for planned unit developments, and the proposed development has a residential density of 4.7 dwelling units per acre (DUA). This amendment to the original approval is a decrease in 27 units, which will increase the amount of open space and decrease density and congestion, as well as resulting in larger lots. The lots in this amendment range from 4,079-7,501 square feet, while the original condominium lots are 4,700-5,500 square feet.

AGENCY COMMENTS

State and Municipal reviewing agencies have no objection to the petitioner's request for the conditional use or variances. Comments are provided in Attachment 3, Agency and Public Comments.

PUBLIC COMMENTS

A total of 436 public hearing notices were mailed on August 19, 2022. As of this writing, two public comments were received in objection to the variance requests, and can be found in Attachment 3, Agency and Public Comments. The Sand Lake Community Council did not comment on the application.

Pre-Application Conference

A pre-application conference was held on January 4, 2022, as required by 21.03.020B., and the application was accepted by the Planning Department June 24, 2022.

Community Meeting

A community meeting was held with the Sand Lake Community Council on April 18, 2022, in accordance with 21.03.020C. A summary of the community meeting is included with the application.

FINDINGS

AMC 21.03.080D. Conditional Uses - Approval Criteria.

The planning and zoning commission may approve a conditional use application if, in the judgment of the commission, all of the following criteria have been met in all material matters:

- 1. The proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations.**

The standard is met.

The 2012 *West Anchorage District Plan* identifies the site as “Low Intensity Detached Houses”, which supports a the proposed single-family housing type from 1 to 5 housing units per acre. The *Anchorage 2040 Land Use Plan*, which was adopted in 2019, shows the site as “Single and Two-Family Residential”. *Anchorage 2040* increasing the intended housing density from the previous plan. In this case, the policies of *Anchorage 2040* govern because it is the most recently adopted plan.

There are several policies in *Anchorage 2020* that are relevant to this conditional use:

- *General Land Use Policy 7: Avoid incompatible uses adjoining one another.*

This site is surrounded by single-family and duplex style single-family housing, that is zoned R-1A. The proposed compact single-family housing development will be compatible with much of the surrounding land uses and housing styles and will add diversity to the housing options and increase the desirability of living in the area.

- *Residential Policy 14: Conservation of residential lands for housing is a high community priority. New residential development at densities less than identified in the Neighborhood and District Plans is discouraged. No regulatory action under Title 21 shall result in a conversion of dwelling units or residentially zoned property into commercial or industrial uses unless consistent with an adopted plan.*

The land is zoned R-1A with an approved PUD that allows for development of up to 5.4 dwelling units per acre. The *Anchorage 2040 Land Use Plan*

designate this site for “Single and Two-Family Residential”. This project implements Anchorage 2040 by requesting single-family detached homes on individual lots.

The applicable *Anchorage 2040 Land Use Plan Map* policy is:

- *Policy 4.3: Promote balanced neighborhoods with diverse infill housing, and provide opportunities for development of affordable and accessible housing that avoids creating areas of concentrated low-income housing.*

This housing development promotes balanced neighborhoods by providing single-family homes in a single-family and two-family residential area. The development of this tract will provide opportunities for desired housing and will be compatible with the existing duplex style single-family condominium residences.

2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district-specific standards set forth in chapter 21.04.

The standard is met.

This project will have detached homes on individual lots. The compact single-family residential development proposed in this PUD is consistent with the purpose of the R-1A Single-Family Residential District, Larger Lot.

The R-1A district is a single-family residential district that allows gross densities of up to 4 dwelling units per acre (6 units per acre when developed as a planned unit development). AMC 21.04.020C.1., *R-1A: Single Family Residential District (Larger Lot)* states:

“The R-1A district is intended primarily for detached single-family residential areas with gross densities up to four dwelling units per acre. The minimum lot size is slightly larger than the R-1 district. These areas generally are intended to have well-developed infrastructure, and municipal services generally are intended to be provided.”

3. The proposed use is consistent with any applicable use-specific standards set forth in chapter 21.05.

The standard is met.

AMC 21.07.110D., *Standards for Some Single-Family and Two-Family Residential Structures*, has four requirements for single-family residential developments. The first requirement is for there to be six noticeably different housing models. This application includes a plan sheet showing the front building elevation and floor plans for six different housing models in compliance with the requirement.

The second requirement of single-family residential developments is for there to be easily visible primary entrances that are roofed and connect to driveways by paved pathways. The proposed homes will meet both of these requirements.

The third requirement is for the garage to not exceed 67 percent of the total width of the building. Of the six different proposed house designs, none will have garages that exceed the maximum allowed width as a percent of the house.

The fourth requirement is for windows and primary entrance doors to comprise a minimum of ten percent of the street facing elevation. Each of the house plans for this development exceeds the minimum requirement for window and primary entrance doors.

4. **The site size, dimensions, shape, location, and topography are adequate for the needs of the proposed use and any mitigation needed to address potential impacts.**

The standard is met.

The site size, location, and topography are adequate for the proposed PUD. This housing development will have a residential density of 4.7 dwelling units per acre, which is consistent with other single-family developments in town. No mitigation is needed to address potential negative impacts on surrounding residential developments because they are higher density than this one.

5. **The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district.**

The standard is met.

This is a conditional use for a residential use in a residential zoning district (R-1A Single Family Residential District, Larger Lot). The proposed use is a residential development, which will not limit or prevent the use of surrounding properties.

6. **The proposed use is compatible with uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).**

The standard is met.

This conditional use for a PUD is compatible with neighboring properties which are a mix of uses, including vacant residential land, and single- and two-family residential.

The noise and light generated by this site will not have a negative impact on surrounding areas because this is a residential development with an internal street.

7. **Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible.**

The standard is met.

No adverse impacts from this residential development are anticipated to affect neighboring properties. No special requirements are needed.

8. **The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors or arterials, connectivity, off-site parking impacts, transit availability, impacts on pedestrian, bicycle, and transit circulation, and safety for all modes.**

The standard is met.

The site plan shows all 70 lots accessing Chalk Hill Loop, which will connect on the north and south to Dry Creek Loop. Dry Creek Loop is a local road that connects to Westpark Drive, which extends to connect to West Dimond Boulevard to the south and Kincaid Road to the north.

The Official Streets and Highways Plan classifies WestPark Drive as a IB Neighborhood Collector and West Dimond as a Collector roadway.

9. **The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal, and similar facilities and services.**

The standard is met.

The site is located within the Building Service, Fire, Police, and EMS service areas. Public water and sewer, electric lines, natural gas, and fire hydrants are already installed.

AMC 21.07.110H. Conditional Use for a Residential Planned Unit Development.

1. **Intent and Approval**

A residential planned unit development (PUD) is intended to allow flexibility for residential development in the zoning ordinance and to achieve the creation of a more desirable environment than would be possible through a strict application of the zoning ordinance. A residential PUD shall be processed as a conditional use in accordance with

section 21.03.080. The planning and zoning commission shall evaluate the proposed planned unit development in accordance with the conditional use approval criteria at section 21.03.080D., and the following additional criteria:

- a. Creative use of the land, imaginative architectural design, a consolidation of usable open space and recreation areas and the preservation of natural features.**

This residential PUD is a creative use of a single tract of land in an otherwise single-family residential area. These will be single-family homes with garages on platted lots. The site borders existing single-family residential lots with the center of the project built with duplex style single-family condominium residences. The housing style and architecture will increase property values for all of the residential uses in the area. There are no significant natural features that need protection at this site.

- b. The mixing of compatible land uses, residential densities and housing types within the neighborhood.**

The site plan is compatible with the surrounding neighborhood. This development adds to the diversity of housing types in the neighborhood. Most of the housing in the area are single-and two-family dwellings, with undeveloped residential land to the east. This PUD includes Phase 4 and 5 of the overall development plan to the north, which are either fully developed or near completion, creating a cohesive housing pattern with compatible uses.

- c. The efficiency of the configuration of utilities, vehicular circulation and parking facilities.**

The site plan has an efficient configuration of utilities, vehicular circulation, and parking facilities. Public water and sewer, electric lines, natural gas, and fire hydrants are already installed.

There will be no large parking areas because each lot has individual driveways and garages.

- d. Enhancing the surrounding environment.**

This project enhances the surrounding neighborhood by bringing new single-family home construction in a compact design. The site plan will retain individual yards as well as common open spaces.

- e. Maintaining population densities and lot coverage that are consistent with available public services and the comprehensive plan.**

This proposed amendment to the PUD will bring 70 homes across Phase 4 and 5, a reduction of 27 units from the original 97 dwellings. The population density and lot coverage of buildings is consistent with available public services and the comprehensive plan. *Anchorage 2040* designates this tract for single and two-family development.

2. Minimum Standards

All planned unit developments shall meet the following minimum standards. In addition, the planning and zoning commission may require compliance with such other design standards relating to the construction, design, and placement of buildings, landscaping, streets, roadways, walkways, drainageways, and other site design features as it may deem necessary. A PUD shall comply with any special limitations of the zoning district.

a. Minimum Site Area.

The minimum site area for a PUD shall be 2.0 acres for PUDs located entirely in the R-2M, R-3, and R-4 zoning districts. If any portion of a proposed PUD is located within the R-1, R-1A, R-2A, R-2D, R-5, R-7, GR-1, GR-2, GR-2A, GR-3, GR-4, or GR-5 zoning districts, the minimum site area shall be 5.0 acres. If any portion of a proposed PUD is located within the R-6, R-8, or R-9 zoning districts, the minimum site area shall be 10 acres.

The petition site contains approximately 27.75 acres, which is greater than the 2-acre requirement for a PUD.

b. Open Space

A minimum of 30 percent of the site shall be reserved as open space which shall meet the following standards:

The landscape plan shows open space that exceeds the requirement of 30 percent.

i. At least one-half of such open space shall be contiguous.

See the variance discussion for contiguous open space on slopes.

ii. The open space shall not include public or private streets or rights of way; parking facilities, driveways, other motor vehicle circulation areas, loading areas, or refuse collection areas; slopes over 15 percent; 50 percent of designated snow storage areas; drainage easements, ditches, swales, or other areas intended to collect and channel water.

The open space does not include public streets or rights of way, driveways, or drainage and snow storage areas. The standard would be

met if the variance is granted as slopes over 15 percent are not included in the calculation and the original PUD counted slopes over 15 percent.

- iii. In class A districts, no portion of the required open space shall be less than 2,000 square feet in area or less than 30 feet in its smallest dimension, except for individual yards, balconies, or decks pursuant to b.iv. and b.v. below.**

Complies.

- iv. In class B districts, no portion of the required open space shall be less than half of the minimum lot size of the underlying district in area, or less than 100 feet in its smallest dimension, except for individual yards, balconies, or decks pursuant to b.v. and b.vi. below.**

This is a Class A (urban) district, so the standard is not applicable.

- v. A minimum of 12 percent and a maximum of 50 percent of required open space shall consist of yards which shall be reserved for the residents of individual dwelling units.**

258,875 square feet of open space consists of yards reserved for the residents of individual dwelling units. This complies with the maximum 50 percent requirement.

- vi. In multistory buildings, balconies or decks may be used in lieu of individual yards provided that the total area of all balconies or decks is not less than the total yard area otherwise required.**

Not applicable.

c. Design

- i. Any nonresidential use permitted in a PUD shall be compatible with the residential nature of the development. Parking areas which are intended to serve nonresidential uses shall be separated from those designed to serve residential areas. Unless nonresidential and residential uses are combined within a single structure, nonresidential uses shall be separated from dwelling units by L2 buffer landscaping.**

This development will only be a residential use. No nonresidential use is being proposed for this development.

- ii. Pedestrian walkways shall connect residential and nonresidential uses within a PUD.**

There are no nonresidential uses in this development. The houses will have walkways to individual driveways, and the driveways connect to Chalk Hill Loop. There will be a sidewalk on either side of Chalk Hill Loop.

iii. L2 buffer landscaping shall be planted along each boundary of the PUD adjacent to a nonresidential district or a right-of-way designated for collector or greater capacity on the Official Streets And Highways Plan.

The buffer landscaping has been installed per the original P&Z Resolution 2011-014 for a collector roadway.

iv. Common open space with L3 screening landscaping shall be provided along any lot line abutting a residential neighborhood where any abutting lot is greater than 150 percent of the average lot size along that lot line of the PUD.

No abutting lot is greater than 150 percent of the average lot size. Surrounding lots meet the R-1A minimum lot size.

v. Any two adjacent buildings within a PUD shall be separated from each other by a distance equal to one-half the height of the taller building.

See the variance discussion separation distance.

vi. Each dwelling unit shall be provided with either heated parking, or at least one electrical outlet that is convenient to the required parking space(s).

Each house will have a heated garage and an exterior electric outlet.

d. Access and Connectivity
PUDs shall comply with 21.07.060, *Transportation and Connectivity*.

This residential development will be served by a new internal street (Chalk Hill Loop) that connects to Dry Creek Loop, that extends to West Park Drive to the north and south. Chalk Hill Loop will have a sidewalk on either side, providing adequate street connectivity throughout the area.

e. Utility installation.
All new utilities shall be installed underground.

The standard is met as some existing utilities are already installed underground and any future utilities will be installed underground.

- f. Homeowners' agreements. Any PUD which will involve the formation of a horizontal property regime under the terms of AS 34.07.030 et seq. or any mandatory homeowners' or similar association must submit for review by the commission the articles of incorporation and bylaws of any such association prior to the sale of any property subject to the association. The planning and zoning commission may require any provisions necessary to ensure that the provisions and intent of this title are met.**

The application includes an example of homeowners' agreements from a similar project. A final version will be recorded with the sale of each home.

3. Development Options

The following provisions allow the developer of the PUD to propose changes from the provisions of the underlying zoning district with regard to density, allowed uses, and dimensional standards. The extent of the changes to the standards shall be determined by the planning and zoning commission in accordance with the approval criteria of subsection F.1. above.

- a. Density The number of dwelling units per acre allowable on the gross are of a PUD shall be determined by the planning and zoning commission. However, in no event shall the number of dwelling units per acre exceed the maximums established by the following schedule:**

TABLE 21.07-12	
Zoning District	Dwelling Units per Acre (gross area)
R-1 and R-5	8
R-1A	6
R-2A	12
R-2D	15
R-2M	22
R-3	55
R-4	110
R-6	2
R-7	4.5
R-8	0.5
R-9	1.0
GR districts	As determined by the planning and zoning commission

The R-1A district is permitted to have a maximum of 6 dwelling units per acre (gross area). This proposed development will have 4.7 dwelling units per

acre, which is well below the maximum allowed, but this density will implement the “Single and Two-Family” designation in *Anchorage 2040*.

b. Uses

The applicant may propose any residential use, and in class A zoning districts, may propose any commercial use that is allowed in the R-4 district in table 21.05- 1. A PUD may not include the storage or use of mobile homes or quonset huts. Any nonresidential use must be specifically authorized as to its exact location, type, and size. In no event shall the total gross floor area of all nonresidential uses exceed 10 percent of the total gross floor area of the PUD.

No nonresidential uses are being proposed with this application.

c. Dimensional Standards

- i. Height limitations in the R-1, R-1A, R-2A, R-2D, R-2F, R-2M, R-6, R-7, R8, R-9, GR-1, GR-2, GR-2A, GR-3, GR-4, or GR-5 zoning districts may be exceeded by an additional five feet. Height limitations in the R-3 and R-4 districts may be exceeded by an additional 10 feet.**

The maximum height allowed in the R-1A district is 30 feet. The houses in this development will not exceed 30 feet in height.

- ii. The applicant may propose changes to minimum lot area, maximum lot coverage, and minimum setbacks for the PUD.**

The minimum lot area for single-family detached houses in the R-1A district is 8,400 square feet. The minimum lot area proposed in this request is 4,000 square feet.

The original Planned Unit Development Conditional Use request proposed 30% maximum lot coverage; this amendment is requesting 40% lot coverage to allow smaller, more compact lots which will allow for more shared open space.

VARIANCE NUMBER 1

The first variance requested is from AMC 21.07.110G.2.b.i., *Open Space*, to deviate from the requirement that “at least one-half of such open space shall be contiguous” for “a minimum of 30 percent of the site”.

The applicant is seeking relief from this requirement as there are slopes on the east, south, and southwest property boundaries that exceed 15-20 percent, which will be used as open space but cannot be included in the calculation due to the definition of usable open space.

484,217 square feet of open space is required, and 520,548 is shown on the site plans, compliant with AMC 21.07.110G.2.b.

AMC 21.03.240 Variances

G. Approval Criteria.

The application must state with particularity the relief sought and must specify the facts or circumstances that are alleged to show that the application substantially meets the following standards:

- a. The proposed alternative achieves the intent of the subject design standard to the same or better degree than the subject standard.**

The standard is met.

The code requirements were written for multifamily developments and did not foresee the use of single-family homes because they have less residential density. This development relies on a combination of common open space areas and individual yards, and the result will be ample usable yards. The site plan provides open space equal to the code requirement, but the large perimeter tracts of open space that were set aside in the original site plan approval are not counted now for useable open space. The layout proposed in Phase 4 and 5 match the original designated building pads and road alignment. Allowing the sloped portions to count in the open space requirement will still provide an enjoyable place to live for the future residents.

- b. The proposed alternative achieves the goals and policies of the comprehensive plan to the same or better degree than the subject standard.**

The standard is met.

The granting of the variance allows for single-family development of the site without reducing the number of homes comparable to the original approved planned development. This site plan provides 70 new houses and open space for each home. Anchorage 2020 and Anchorage 2040 have policies that support infill housing and more compact neighborhoods, which are often more affordable.

- c. The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard.**

The standard is met.

The residents of this development will benefit from the large tracts that provide a buffer from the roadway. The site plan shows individual yards to

meet the maximum open space requirement, which makes sense for the single-family homes in this development. Granting of the variance for the sloped open space area will provide an important role in screening and buffer that complies with the standard.

- d. The variance, if granted, will not adversely affect the use of adjacent property as permitted under this code.**

The standard is met.

The granting of the variance will not adversely affect the use of other properties around this development.

- e. The variance, if granted, does not change the character of the zoning district where the property is located, is in keeping with the intent of the code, and does not permit a use not otherwise permitted in the district in which the property lies.**

This standard is met.

The site plan shows more open space than is required, but it uses the original approved tracts of sloped open space to achieve this. This will not change the character of the zoning district in a negative way. The variance does not allow an unpermitted use in the R-1A district.

- f. Persons with disabilities are provided with access as required by the Americans with Disabilities (ADA) and reasonable accommodation; and**

The standard is met.

The variance does not affect ADA accessibility.

- g. The variance, if granted, does not adversely affect the health, safety, and welfare of the people of the municipality.**

The standard is met.

The allowance to include slopes greater than 20 percent to make up the open space requirement has a positive effect on the people who will live in this development because it means more housing in a compact neighborhood and provides a buffer from the roadway.

- h. In evaluating the request for a variance from the maximum sign height, the urban design commission may consider whether there are special topographic circumstances that would result in a material impairment of visibility of the sign from the adjacent roadway which significantly**

diminishes the owner's or user's ability to continue to communicate adequately and effectively with the public through the use of the sign.

Not applicable.

VARIANCE NUMBER 2

The second variance requested is from AMC 21.07.110H.2.c.v., *Open Space*, that states:

“Any two adjacent buildings within a PUD shall be separated from each other by a distance equal to one-half the height of the taller building”.

The applicant is proposing elimination of this requirement and maintain the side setback requirement for the R-1A District of 5 feet, per *Table 21.06-1; Table of Dimensional Standards- Residential Districts*.

AMC 21.03.240 Variances

G. Approval Criteria.

The application must state with particularity the relief sought and must specify the facts or circumstances that are alleged to show that the application substantially meets the following standards:

- a. The proposed alternative achieves the intent of the subject design standard to the same or better degree than the subject standard.**

The standard is met.

The intent of the regulation is for tall multifamily buildings to have sufficient separation to prevent crowding. In this case, the petitioner is simply requesting to meet the R-1A zoning side yard setback, which is five feet from property lines. Each single-family home will have a minimum separation of ten feet, which is more than adequate since these are not apartment buildings.

- b. The proposed alternative achieves the goals and policies of the comprehensive plan to the same or better degree than the subject standard.**

The standard is met.

The R-1A side setback of five feet equates to a minimum of ten feet between every single-family home. Larger setbacks would shrink the size of homes. The proposed setbacks achieve the housing goals of the comprehensive plan better than the PUD standard.

- c. The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard.**

The standard is met.

The proposed ten-foot separation between buildings results in benefits to the neighborhood that are better than the PUD required setbacks of half the building height. These will be modest-sized homes and ten feet is a common side yard setback for single-family detached homes. Granting the variance will match the existing surrounding homes in the neighborhood that meet the R-1A side setback of five feet.

- d. The variance, if granted, will not adversely affect the use of adjacent property as permitted under this code.**

The standard is met.

The granting of the variance will not adversely affect the use of other properties around this development. The proposed residences will be subject to existing side setback minimum requirements of 5 feet, per *AMC Table 21.06-1; Table of Dimensional Standards- Residential Standards*. There will be no negative affect on surrounding properties.

- e. The variance, if granted, does not change the character of the zoning district where the property is located, is in keeping with the intent of the code, and does not permit a use not otherwise permitted in the district in which the property lies.**

The standard is met.

The character of the zoning district will not change as a result of this variance. The variance is a very small amount of space, however, this will provide a substantial improvement to the future homes. This is not related to a prohibited use in this zoning district.

- f. Persons with disabilities are provided with access as required by the Americans with Disabilities (ADA) and reasonable accommodation; and**

The standard is met.

The variance does not affect ADA accessibility.

- g. The variance, if granted, does not adversely affect the health, safety, and welfare of the people of the municipality.**

The standard is met.

The variance will not adversely affect the health, safety, and welfare of the people of the municipality. For homes that are 25 feet tall, the PUD

standard setback would be 12.5 feet. This is excessive because ten feet is the standard setback for the R-1A district.

- h. In evaluating the request for a variance from the maximum sign height, the urban design commission may consider whether there are special topographic circumstances that would result in a material impairment of visibility of the sign from the adjacent roadway which significantly diminishes the owner's or user's ability to continue to communicate adequately and effectively with the public through the use of the sign.**


The standard is met.

Not applicable.

DEPARTMENT RECOMMENDATION


- A. The Department recommends APPROVAL of the variance from AMC 21.07.110H.2.b.ii., *Open Space*, to allow slopes over 15 percent to count towards the minimum of 30 percent of the site shall be reserved as open space.
- B. The Department recommends APPROVAL of the variance from AMC 21.07.110H.2.c.iii., *Design*, to allow the building separation distance to be subject to R-1A side setback minimums per AMC 21.06-1 *Table of Dimensional Standards- Residential Districts*, of 5 feet.
- C. The Department recommends APPROVAL of amendments to a previously approved conditional use for a residential planned unit development, subject to the following condition:
1. This approval is subject to all standards for a residential planned unit development in AMC Title 21, the petitioner's application, narrative, submittals, and the plans on file at the Planning Division.
 2. A notice of zoning action and a final approved site plan shall be filed with the State Recorder's Office. Proof of such shall be submitted to the Planning Department.

Reviewed by:



Craig H. Lyon
Director

Prepared by:

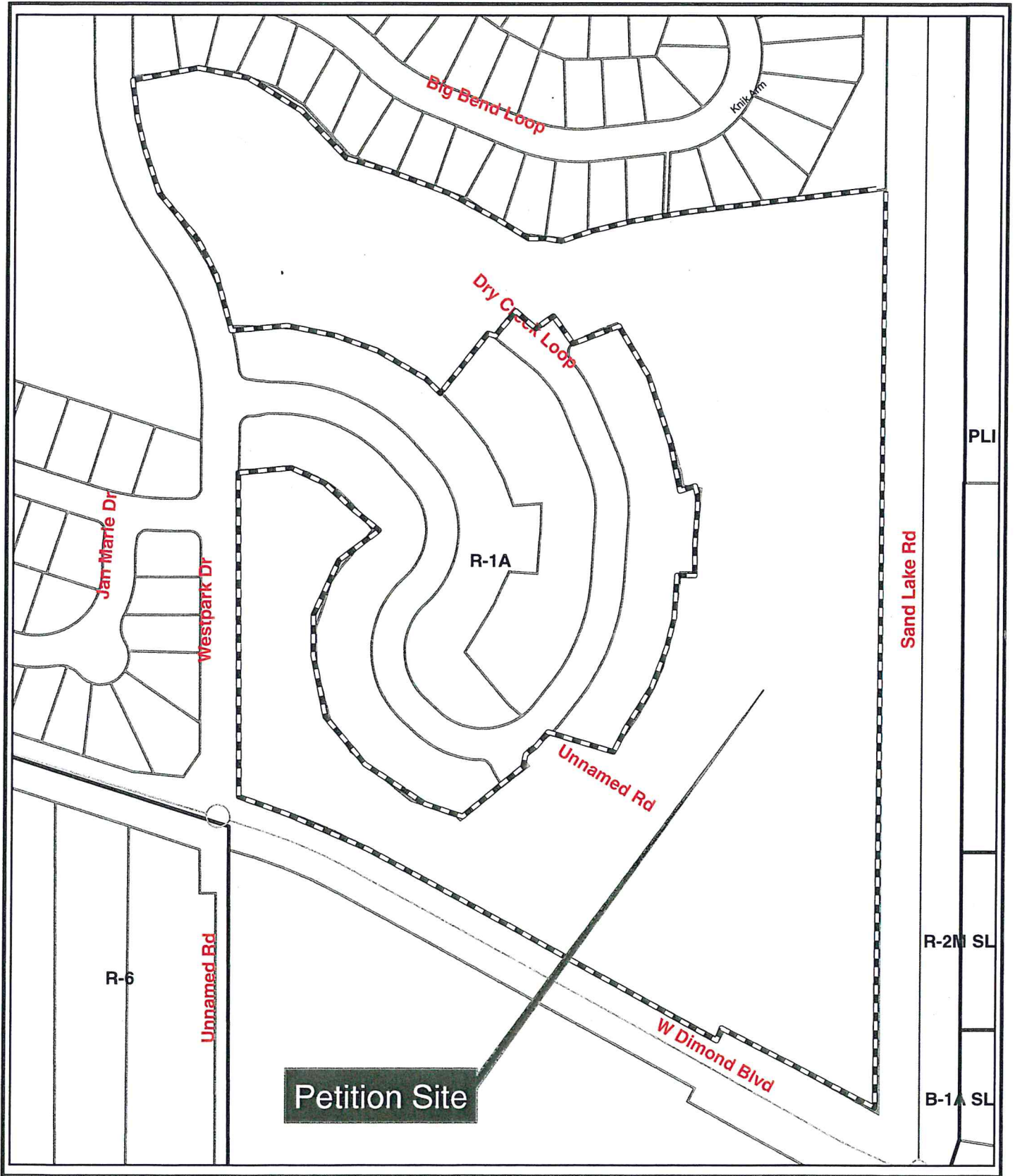


Shawn Odell
Senior Planner

(Case 2022-0097, Parcel ID No. 011-291-58)

MAPS

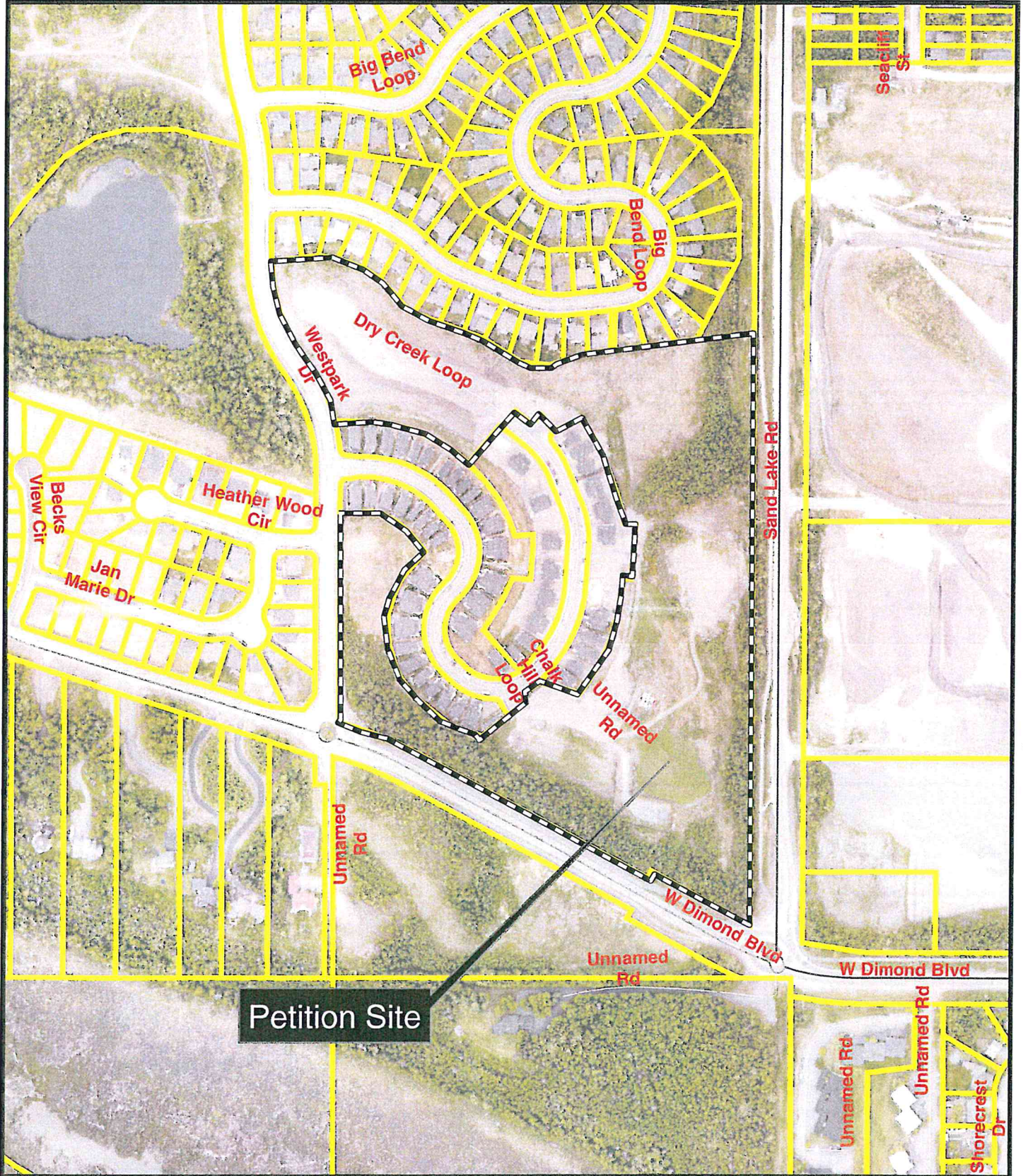
2022-0097



Municipality of Anchorage
Planning Department

Date: 7/29/2022





APPLICATION

Application for Conditional Use

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

PETITIONER*		PETITIONER REPRESENTATIVE (if any)	
Name (last name first) Sonoma Glen Development		Name (last name first) Boutet Company	
Mailing Address 3820 Lake Otis Pkwy		Mailing Address 601 East 57th Place	
Anchorage AK 99508		Anchorage, AK., 99518	
Contact Phone - Day 907-562-1170	Evening	Contact Phone - Day 907-522-6776	Evening
E-mail		E-mail thoffman@tbcaak.com	

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

PROPERTY INFORMATION		
Property Tax # (000-000-00-000): 011-291-58-000		
Site Street Address:		
Current legal description: (use additional sheet if necessary) Tract 1F, Sonoma Glen at WestPark, Plat 2019-96		
Zoning: R1A	Acreage: 27.75	Grid #: SW2323

CONDITIONAL USE APPROVAL REQUESTED	
Use: Revisions to original Conditional Use	
<input type="radio"/> New conditional use	<input checked="" type="radio"/> Amendment to approved conditional use Original Case #: 2011-013

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

Signature: *Tony Hoffmann* Owner Representative Date: 6/24/2022
(Representatives must provide written proof of authorization)

Print Name: Tony Hoffmann

Accepted by: _____ Poster & Affidavit: _____ Fee: _____ Case Number: 2022-0097 Meeting Date: PZC: 09/12/2022

COMPREHENSIVE PLAN INFORMATION	
Improvement Area (per AMC 21.08.050B.): <input type="radio"/> Class A <input type="radio"/> Class B	
Anchorage 2040 Land Use Designation:	
<input checked="" type="checkbox"/> Neighborhood (Residential)	<input type="checkbox"/> Center <input type="checkbox"/> Corridor
<input type="checkbox"/> Open Space	<input type="checkbox"/> Facilities and Institutions <input type="checkbox"/> Industrial Area
Anchorage 2040 Growth Supporting Features:	
<input checked="" type="checkbox"/> Transit-supportive Development	<input type="checkbox"/> Greenway-supported Development
<input type="checkbox"/> Traditional Neighborhood	<input type="checkbox"/> Residential Mixed-use
Eagle River-Chugiak-Peters Creek Land Use Classification:	
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Parks/opens space
<input type="checkbox"/> Public Land Institutions	<input type="checkbox"/> Marginal land <input type="checkbox"/> Alpine/Slope Affected
<input type="checkbox"/> Special Study	<input type="checkbox"/> Residential at _____ dwelling units per acre
Girdwood- Turnagain Arm	
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Parks/opens space
<input type="checkbox"/> Public Land Institutions	<input type="checkbox"/> Marginal land <input type="checkbox"/> Alpine/Slope Affected
<input type="checkbox"/> Special Study	<input type="checkbox"/> Residential at _____ dwelling units per acre
ENVIRONMENTAL INFORMATION (All or portion of site affected)	
Wetland Classification:	<input checked="" type="radio"/> None <input type="radio"/> "C" <input type="radio"/> "B" <input type="radio"/> "A"
Avalanche Zone:	<input checked="" type="radio"/> None <input type="radio"/> Blue Zone <input type="radio"/> Red Zone
Floodplain:	<input checked="" type="radio"/> None <input type="radio"/> 100 year <input type="radio"/> 500 year
Seismic Zone (Hardi 7/Lawson):	<input type="radio"/> "1" <input checked="" type="radio"/> "2" <input type="radio"/> "3" <input type="radio"/> "4" <input type="radio"/> "5"
RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion of site)	
<input type="checkbox"/> Rezoning - Case Number:	
<input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat - Case Number(s):	
<input type="checkbox"/> Conditional Use - Case Number(s):	
<input type="checkbox"/> Zoning variance - Case Number(s):	
<input type="checkbox"/> Land Use Enforcement Action for	
<input type="checkbox"/> Building or Land Use Permit for	
<input type="checkbox"/> Wetland permit: <input type="checkbox"/> Army Corps of Engineers <input type="checkbox"/> Municipality of Anchorage	
SUBMITTAL REQUIREMENTS	
(One copy of applicable items is required for initial submittal; additional copies required after initial submittal)	
1 copy required:	<input type="checkbox"/> Signed application (original) <input type="checkbox"/> Ownership and beneficial interest form
	<input type="checkbox"/> Watershed sign off form <input type="checkbox"/> Underlying plat
	<input type="checkbox"/> Special limitations from the underlying zoning, if applicable

16 copies required: Signed application (copies)

Map of area surrounding petition site within 500 feet, including zoning and existing uses

Map of existing conditions, to scale, including:

<input type="checkbox"/> land uses	<input type="checkbox"/> structures	<input type="checkbox"/> utilities	<input type="checkbox"/> vegetation	<input type="checkbox"/> soils
<input type="checkbox"/> natural features	<input type="checkbox"/> drainage	<input type="checkbox"/> topography	<input type="checkbox"/> site access	<input type="checkbox"/> pedestrian facilities
<input type="checkbox"/> vehicle circulation and driveways	<input type="checkbox"/> easements and/or reservations			

Project narrative explaining:

<input type="checkbox"/> the project	<input type="checkbox"/> planning objectives	<input type="checkbox"/> facility operations
<input type="checkbox"/> an analysis of how the proposal meets the standards on page 3 of this application		
<input type="checkbox"/> construction and operation schedule	<input type="checkbox"/> final ownership	
<input type="checkbox"/> gross and net density (PUDs only)		

Site plan(s) to scale depicting, with dimensions:

<input type="checkbox"/> building footprints	<input type="checkbox"/> parking areas	<input type="checkbox"/> vehicle circulation and driveways	
<input type="checkbox"/> pedestrian facilities	<input type="checkbox"/> lighting	<input type="checkbox"/> grading	<input type="checkbox"/> landscaping
<input type="checkbox"/> loading facilities	<input type="checkbox"/> fences	<input type="checkbox"/> drainage	<input type="checkbox"/> required open space
<input type="checkbox"/> snow storage area or alternative strategy	<input type="checkbox"/> trash receptacle location and screening detail		
<input type="checkbox"/> easements	<input type="checkbox"/> significant natural features	<input type="checkbox"/> freestanding sign location(s)	

Building plans to scale depicting, with dimensions:

<input type="checkbox"/> floor plans	<input type="checkbox"/> building elevations	<input type="checkbox"/> exterior colors and textures
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Summary of community meeting(s)

(Additional information may be required.)

GENERAL CONDITIONAL USE STANDARDS (AMC 21.03.080D.)

The Planning and Zoning Commission may only approve the conditional use if the Commission finds that all of the approval criteria are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you.

1. The proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations;
2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district-specific standards set forth in chapter 21.04;
3. The proposed use is consistent with any applicable use-specific standards set forth in chapter 21.05;
4. The site size, dimensions, shape, location, and topography are adequate for the needs of the proposed use and any mitigation needed to address potential impacts;
5. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district;
6. The proposed use is compatible with uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
7. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible;
8. The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors or arterials, connectivity, off-site parking impacts, transit availability, impacts on pedestrian, bicycle, and transit circulation, and safety for all modes; and
9. The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal, and similar facilities and services.

SPECIFIC CONDITIONAL USE STANDARDS (AMC 21.05)

Certain conditional uses have detailed standards that relate only to that type of conditional use. When there are detailed standards, the Planning and Zoning Commission may only approve the conditional use if the Commission finds that all general standards listed in the previous section and detailed standards listed for that conditional use in AMC 21.05 are satisfied. Each detailed standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you.

Planned Unit Development Revision to Original Approval

Narrative

Introduction:

With this Conditional Use application, Sonoma Development is requesting that the Municipality of Anchorage Planning and Zoning Commission approve the attached proposed revisions to the approved Conditional Use Application (CUA) for a Residential Planned Unit Subdivision. The application was originally heard under the old Title 21 as case 2011-013 (P&Z resolution 2011-014) and was approved April 11, 2011 at Planning and Zoning. We are seeking revisions to the approved CUA, and are not seeking a new conditional use approval. AMC 21.03.0801.1 (Amendments to Approved Conditional Uses, Original Procedure Applies for Most Amendments) states that *Amendment of a conditional use approval shall follow the same process required for the original approval of a conditional use, unless the amendment is determined to be a minor amendment...* As this is amendment is deemed major, written responses to all the approval criteria are provided on the attached application.

Community Outreach:

The development team met with the Sand Lake Community Council on April 11th to discuss the project. A copy of the mailer and follow up correspondence is included with the application.

Our revisions are as follows:

1. Request approval to create 70 fee simple (platted) lots in the last 2 phases.

The project is already permitted as a multiple family project on large tracts (i.e. condominium or apartment style). The underground utilities and road for Phase 1, 2 and 3 have been constructed. Phases 1 and 2 are completely built out, and Phase 3 is well under way and is expected to be finished by the end of 2022 or early 2023. However, lending regulations for condominium projects have evolved over the last decade and it has made condo development of this type increasingly difficult. The rules regarding phasing and percentages of sold units within a phase prior to closing makes sense when looking at apartment style buildings (townhouse or other) but **do not work well** for single family detached home developments. The regulations slow down the build out of the development and ultimately result in increasing the cost of the project. In the proposed plat, the average lot area is 5,175 s.f., and will allow individual lot ownership. Additionally, the proposed subdivision will create be 9 open space tracts, which are one of the primary components of the planned unit development code. The open space tracts will be maintained and owned by the

Sonoma Glen at WestPark PUD Revisions

Homeowners Association. The smallest lot size is 4079 s.f. and the largest is 7501 s.f.... For reference, a typical single family condo unit (lot) created in Phase 3 under the condominium act is typically between 4707 s.f. and 5500 s.f. (units 89 and 87).

Additionally, the original application did not include a plat for the proposed development tracts. To facilitate creation of the fee simple lots **we are submitting a phased master plat for phases 4 and 5**. That plat will also dedicate the right of way through phase 3, which was built last year and was dedicated to the MOA via a Public Use Easement. The area in Phase 3 will finish building construction and development as originally approved. No fee simple lots will be created in Phase 3.

The 70 new lots will be part of the Homeowners Association, and will pay the same dues as the other homeowners. The Homeowner documents will regulate building styles and colors to some extent, and will create a development that has similar home styles and colors. The new privately owned lots **will replace** the approved mixture of duplexes and single family homes (in Phases 4 and 5 only) with **single family detached dwelling only**. The 70 proposed units in Phases 4 and 5 is significantly less than the current approval, which allowed for 97 total dwelling units in those phases. The decrease of 27 units in density means less impacts on traffic congestion, less noise and other detrimental impacts higher density brings.

The road alignment, utility and other civil design components originally approved will not change with this revision.

2. Trail Connection to Sand Lake Road:

After reviewing many design options, alignment for the trail connection to Sand Lake Road will be situated in the southeast corner of the development, next to the AWWU facility. The trail connection will be constructed in phase 5 during the last phase of development.

3. Building Separation.

Anchorage Municipal Code AMC 21.07.110 H.2.c.v states that *"Any two adjacent buildings within a PUD shall be separated from each other by a distance equal to one-half the height of the taller building"* We are requesting that the side yard setback allowed in Title 21 for R-1A homes development be permitted in phases 4 and 5. This would create a 10' minimum separation between buildings. See the **zoning design variance** attached as part of this application.

4. Open Space Criteria.

Anchorage Municipal Code AMC 21.07.110 H.2.b delineates very specific criteria for the required open space. Item i. under that section specifies that *"at least one half of such open space must be contiguous"*. *The original approval criteria for open space, under the old title 21, allowed inclusion of slopes up to 20% in the usable open space calculation (21.35.020 definitions)*. Current code only allows slopes up to 15%, which negates a lot of the open space area in the outer areas to be counted in the calculation. Therefore, we are seeking a variance from this criteria in our new code request. See the **zoning design variance** attached as part of this application.

Sonoma Glen at WestPark PUD Revisions

5. Development options requested in 21.07.110H.3

Maximum Lot Coverage:

We are requesting this change from 30% to 40% to allow smaller, more compact lots which will allow for more open space.

Minimum Lot Area:

We are requesting a **minimum lot size of 4000 s.f.** (as opposed to 6,000 s.f. allowed in R-1A) We are seeking this design standard because it will allow us to develop in a more compact fashion, and finish the development with the same density patterns as it has been developed to date.

Original approval items which we are seeking revision to are: (P&Z Resolution 2011-014):

2. *At each phase of the development the applicant shall submit a detailed site and landscape plan for that phase addressing the conditional use standards. The phase site plans shall be administratively reviewed. However, an increase in density or major site plan change will require either a minor or major conditional use amendment to be approved by the Planning and Zoning Commission. SEE ATTACHED C.U. APPLICATION. A DETAILED LANDSCAPE PLAN IS ALSO SUBMITTED WITH THIS APPLICATION.*

5. *Any two adjacent buildings shall be separated from each other by a distance equal to one-half the height of the taller building..... SEE ATTACHED ZONING DESIGN APPLICATION*

9. *All construction and improvements related to this approval shall be substantially in compliance with the application, narrative, and plans on file with the department except as modified by these conditions of approval: WE ARE SEEKING A CHANGE TO LOWER DENSITY, AND A REVISED SITE PLAN WHICH WILL ELIMINATE THE DUPLEXES WITHIN PHASES 4 AND 5. ALSO INCLUDED IS A PRELIMINARY PLAT APPLICATION FOR PHASES 4 AND 5, WHICH WILL ALLOW SINGLE FAMILY LOTS INSIDE THE P.U.D.*



Sonoma Glen at WestPark PUD Revisions Criteria Responses

Responses to criteria for Conditional Use Application for Planned Unit Development

Conformance with general standards for Conditional Use Applications, approval criteria: A.M.C. 21.03.080.D

1. The proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations;... **The 2040 Land Use plan indicates the area as "Single Family and Two-Family" Neighborhood , which is what we are proposing.**
2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district-specific standards set forth in chapter 21.04; **The property is zoned R-1A, and single family residential is a permitted use**
3. The proposed use is consistent with any applicable use specific standards set forth in chapter 21.05; **Response The property is zoned R-1A, and single family residential is a permitted use**
4. The site size, dimensions, shape, location, and topography are adequate for the needs of the proposed use and any mitigation needed to address potential impacts; **The scale and density of the proposed development are appropriate for the area and are harmonious with surrounding growth patterns.**
5. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district **The proposed development will not impede any future developments surrounding it. The development is entirely contained by the same road network and will have no impact on surrounding developments.**
6. The proposed use is compatible with uses allowed on adjacent properties, in terms of its scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts); **The entire WestPark development is comprised of single family and some duplex style lots. These 2 phases of Sonoma Glen are compatible in size, scale and operating characteristics with the other areas of WestPark**
7. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent feasible; **As this is a single family development, there will be no adverse impacts to the surrounding single family developments.**
8. The proposed use is appropriately located with respect to the transportation system, including but not limited to existing and/or planned street designations and improvements, street capacity, access to collectors or arterials, connectivity, off-site parking impacts, transit availability, impacts on pedestrian, bicycle, and transit circulation, and safety for all modes; **The Sonoma Glen development utilizes WestPark Drive as the primary access into the area. WestPark Drive is a collector status road, and is served by all levels of school bus routes.**
9. The proposed use is appropriately located with respect to existing and/or planned water supply, fire and police protection, wastewater disposal, storm water disposal, and similar facilities and services. **The Sonoma Development is served by all public utilities**

Sonoma Glen at WestPark PUD Revisions

Criteria Responses

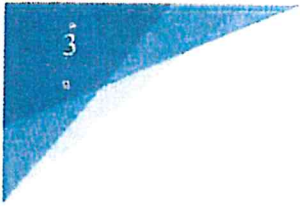
Responses to 21.07.110 H (Conditional Use for a Residential Planned Unit Development)

2. Minimum Standards: All planned unit developments shall meet the following minimum standards.... (See attached open space schematics)

- a. **Minimum Size Area.** The minimum site area for a PUD shall be 2.0 acres for PUDs located entirely in the R-2M, R-3, and R-4 zoning districts. **Sonoma complies with this standard, all the property is R-1A.**
- b. **Open Space:** A minimum of 30 percent of the site shall be reserved as open space which shall meet the following standards: **Overall site area (Tracts 1A, 1B, 1D, 1E and 1F): 1,614,055 s.f.. 520548 s.f. Usable Open Space shown (484,217 s.f. required)**
 - i. At least one-half of such open space shall be contiguous: **The largest contiguous open space area is 139,728 s.f. i (see variance request for this criteria)**
 - ii. The open space shall not include public or private streets or rights of way; parking facilities, driveways, other motor vehicle circulation areas, loading areas, or refuse collection areas; slopes over 15 percent; 50_percent of designated snow storage areas; drainage easements, ditches, swales, or other areas intended to collect and channel water: **complies. None of the open space counted is more than 15% slope.**
 - iii. In class A districts, no portion of the required open space shall be less than 2,000 square feet in area or less than 30 feet in its smallest dimension, except for individual yards, balconies, or decks pursuant to b1v. and b.v. below: **complies**
 - iv. In class B districts, no portion of the required open space shall be less than half of the minimum lot size of the underlying district in area, or less than 100 feet in its smallest dimension, except for individual yards, balconies, or decks pursuant to b.v. and b.vi. below; **N/A**
 - v. A minimum of 12 percent and a maximum of 50 percent of required open space shall consist of yards which shall be reserved for the residents of individual dwelling units; **s.f. shown as usable private open space in all Phases.**
 - vi. *In multistory buildings, balconies or decks may be used in lieu of individual yards provided that the total area of all balconies or decks is not less than the total yard area otherwise required;* **N/A**

Design:

- i. Any nonresidential use permitted in a PUD shall be compatible with the residential nature of the development. Parking areas which are intended to serve nonresidential uses shall be separated from those designed to serve residential areas. Unless nonresidential and residential uses are combined within a single structure, nonresidential uses shall be separated from dwelling units by L2 buffer landscaping. **This development is entirely residential**
- ii. Pedestrian walkways shall connect residential and nonresidential uses within a PUD. **N/A**
- iii. L2 buffer landscaping shall be planted along each boundary of the PUD adjacent to a nonresidential district or a right-of-way designated for collector or greater capacity on the Official Streets And Highways Plan. **See landscape plan**
- iv. Common open space with L3 screening landscaping shall be provided along any lot line abutting a residential neighborhood where any abutting lot is greater than 150 percent of the average lot size along that lot line of the PUD. **No abutting lot is greater than 150% of the Sonoma Lots**
- v. Any two adjacent buildings within a PUD shall be separated from each other by a distance equal to one-half the height of the taller building. **We are requesting to increase this requirement for Phases 4 and 5 to the allowable building setback from the side lot lines (5 feet in R-1A) See design variance request**
- vi. Each dwelling unit shall be provided with either heated parking, or at least one electrical outlet that is convenient to the required parking space(s). **Every house will have at least one outside electrical outlet and a garage.**



Sonoma Glen at WestPark PUD Revisions Criteria Responses

3. Development Options

- a. Density: **The overall density of Sonoma will be 4.7 d.u.a. The indicated density that could be achieved by 21.07-12 is 6 d.u.a., so we are well below the allowable maximum.**
- b. Uses: **No exceptions to the allowable uses of R-1A are being sought.**
- c. Dimensional Standards:
 - i. **No exceptions to the allowed height of R-1A are being sought.**
 - ii. The applicant may propose changes to minimum lot area, maximum lot coverage, and minimum setbacks for the PUD. **Following are the lot dimensions that are proposed in this development.**
Minimum Lot Area: **4000 s.f..(6,000 s.f. allowed in R-1A) We are seeking this design standard because it will allow us to develop in a smaller, more compact fashion, and will allow the continued enjoyment of the Homeowners Association.**
Lot Coverage: **40%. (30% allowed in R-1A). Again, we are requesting this change to allow smaller, more compact lots which will allow for more open space.**

Submitted Project Plans and Documents:

The following maps and documents are submitted as part of this Conditional Use Application:

- Narrative
- Owner Authorization

Site Plan(s) depicting the following:

- A site plan, showing building layout, general road layout, driveways and landscaping (shown separately on the landscape plan.)
- Landscape plan
- Existing Site Condition and Topography Map (shown on the site plan)
- Grading and Drainage Plan by Triad Engineering
- Utility Plan by Triad Engineering
- Concept Building Plans
- Building Elevations with Color
- Preliminary Homeowner Documents
- Title report
- Testhole Information

Authorization Certificate

Date: 5/3/2022

Current Project Legal: Tract 1F, Sonoma Glen at WestPark

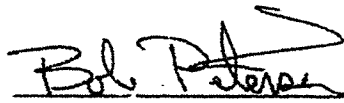
Proposed Legal: Lots 1-~~4~~, Block 1, Lots 1-24, Block 2 and Tracts 1F-1 through 1F-8, Sonoma Glen at WestPark Phases 4 and 5

Type of Authorization: Preliminary Plat and C.U. P.U.D. Revisions

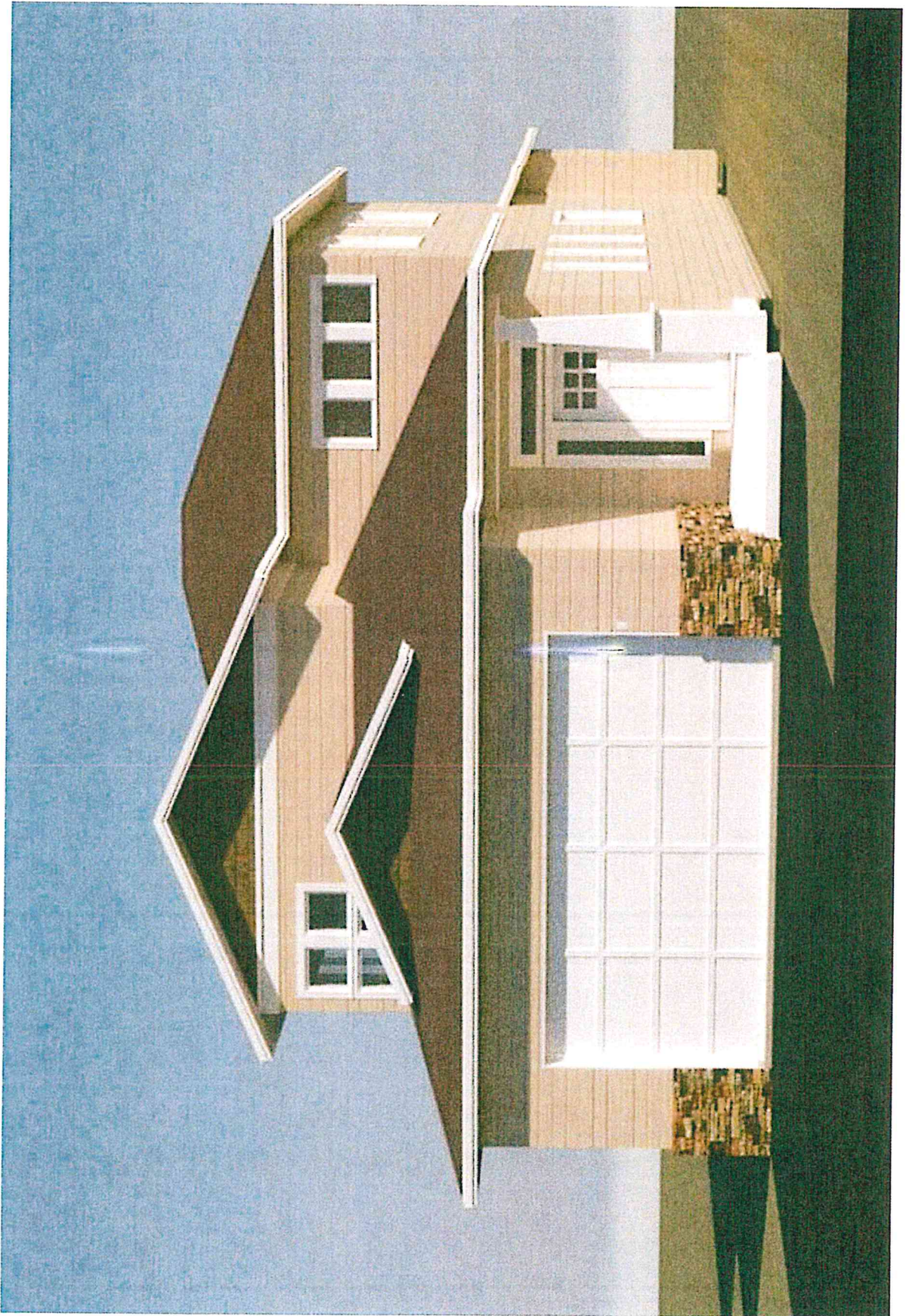
Statement:

I hereby authorize The Boutet Company Inc. to represent me in the Municipality of Anchorage Platting and Site Plan Applications of the above described property.

Thank you,



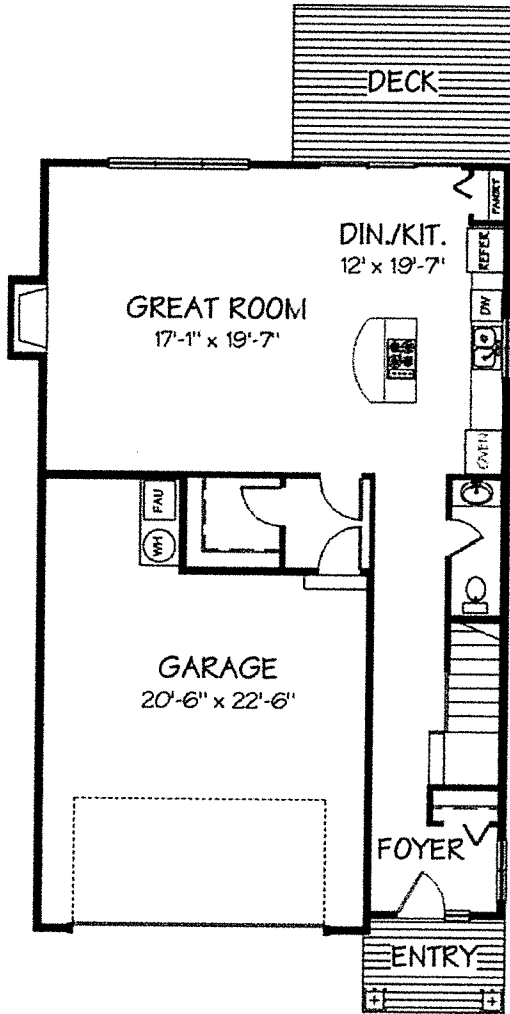
Bob Petersen, Sonoma Glen Development, LLC



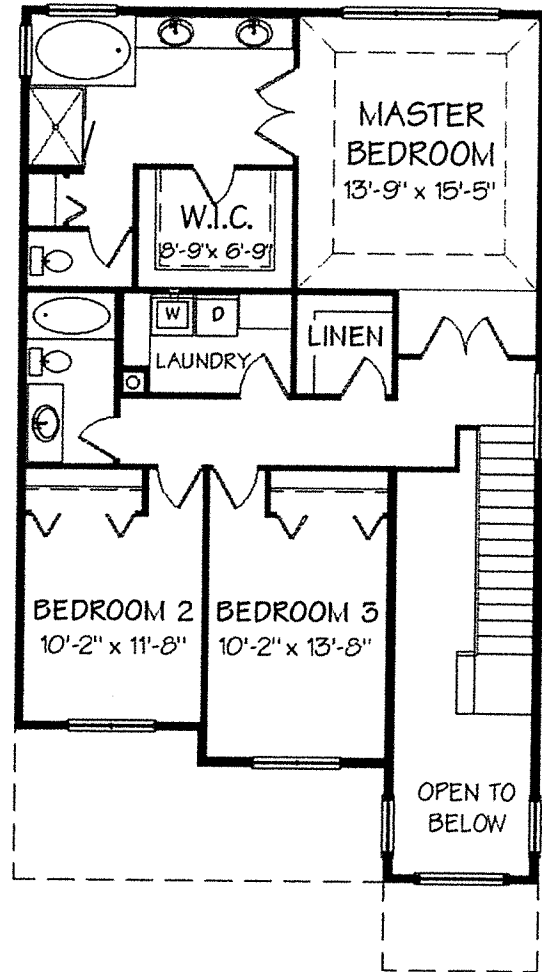
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The Jordan - 2095 Sq Ft

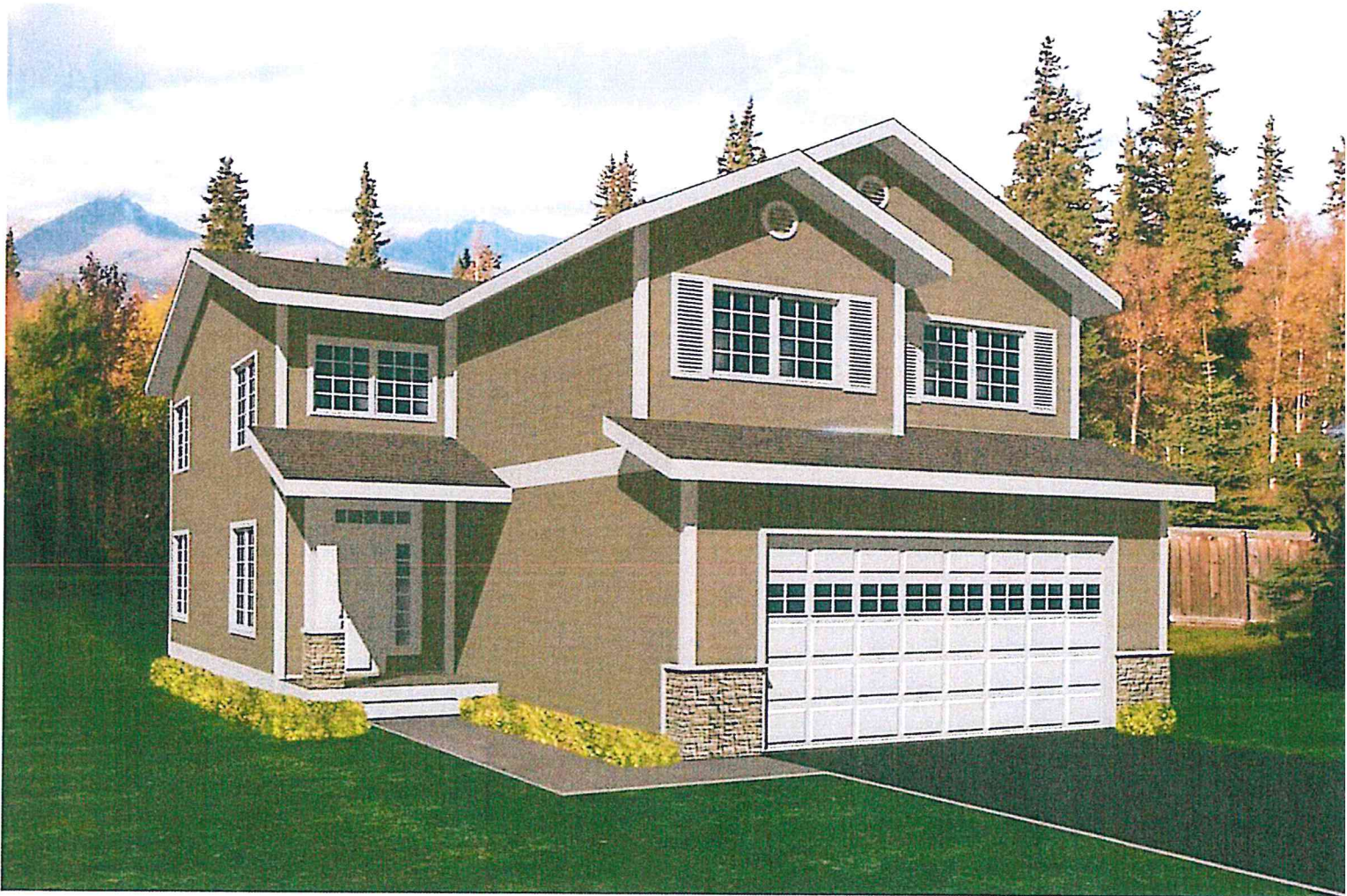


FIRST FLOOR PLAN

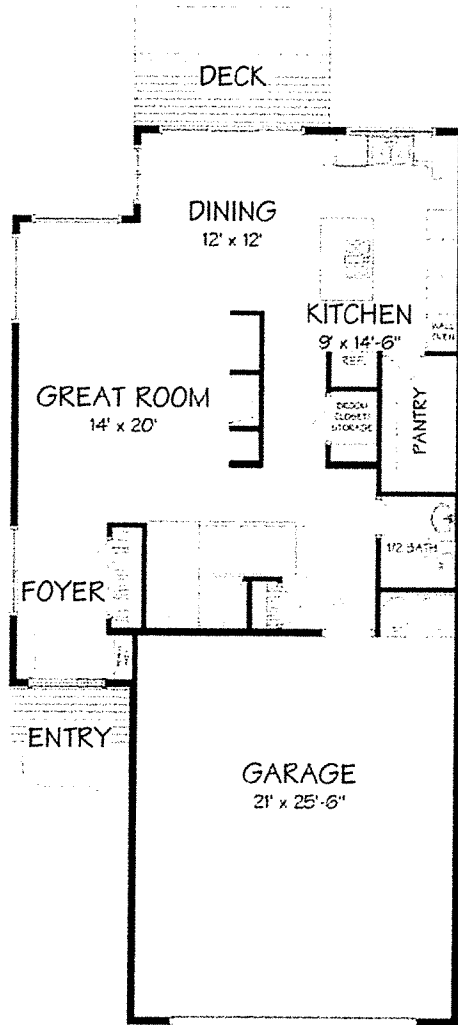


SECOND FLOOR PLAN

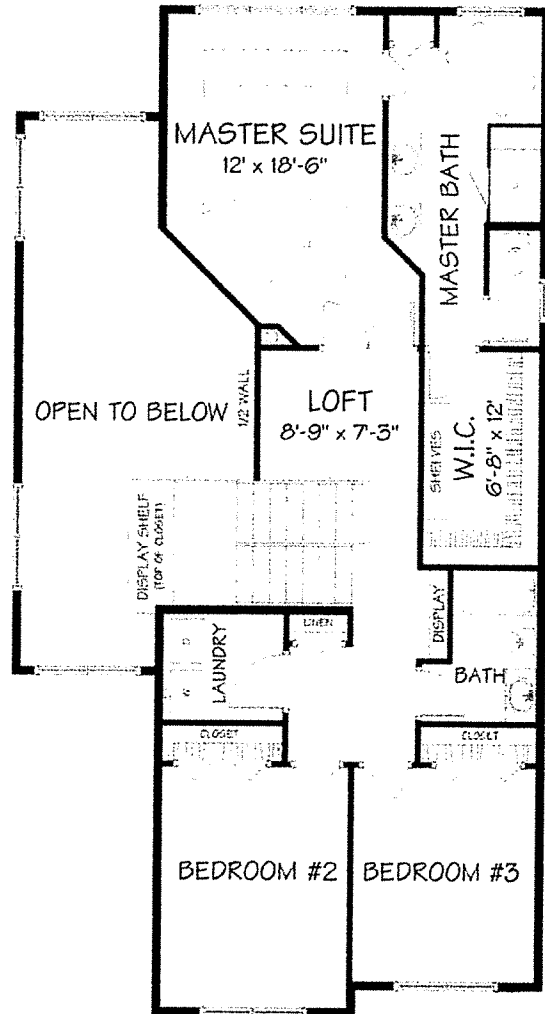
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The Silverado - 2104 Sq Ft

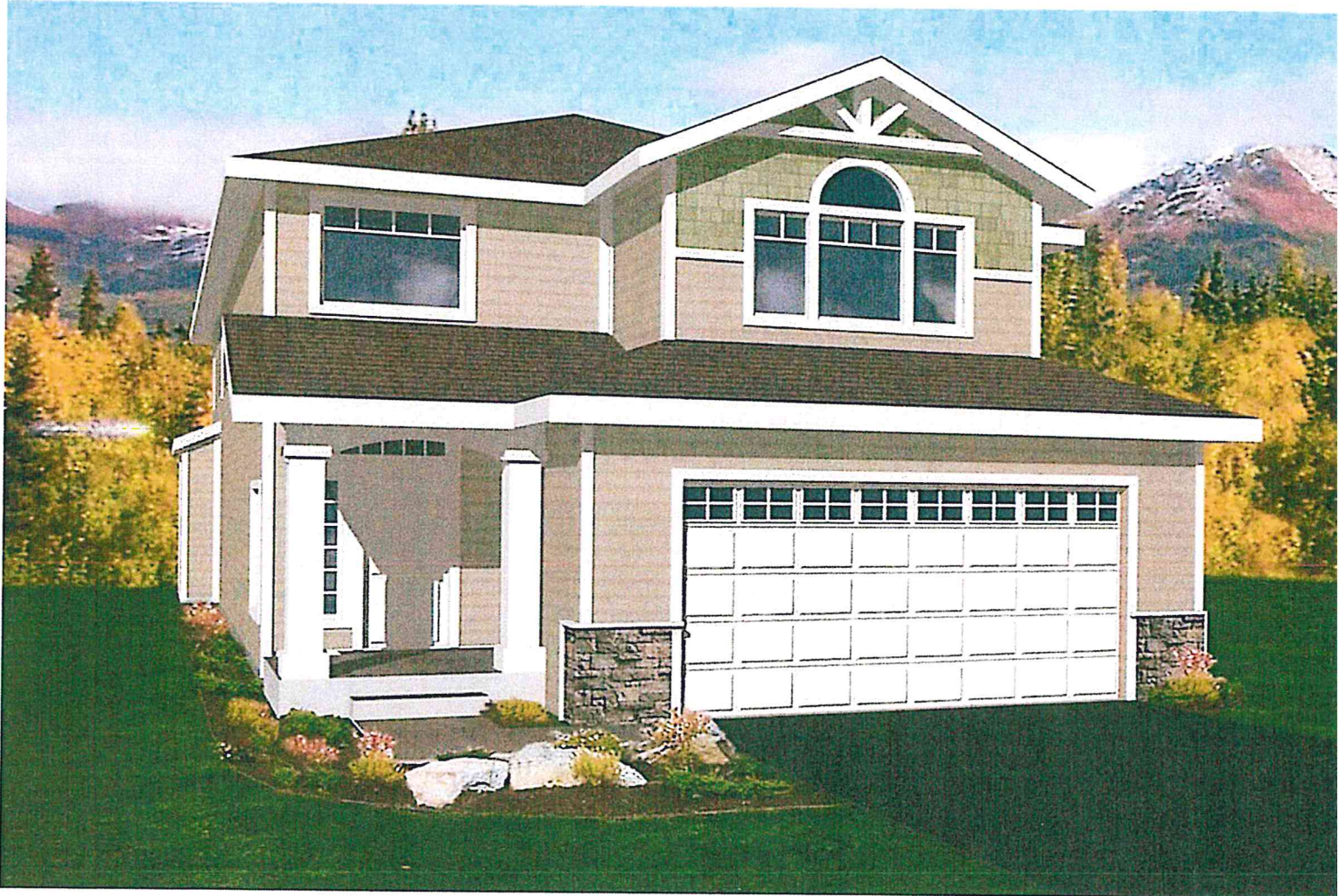


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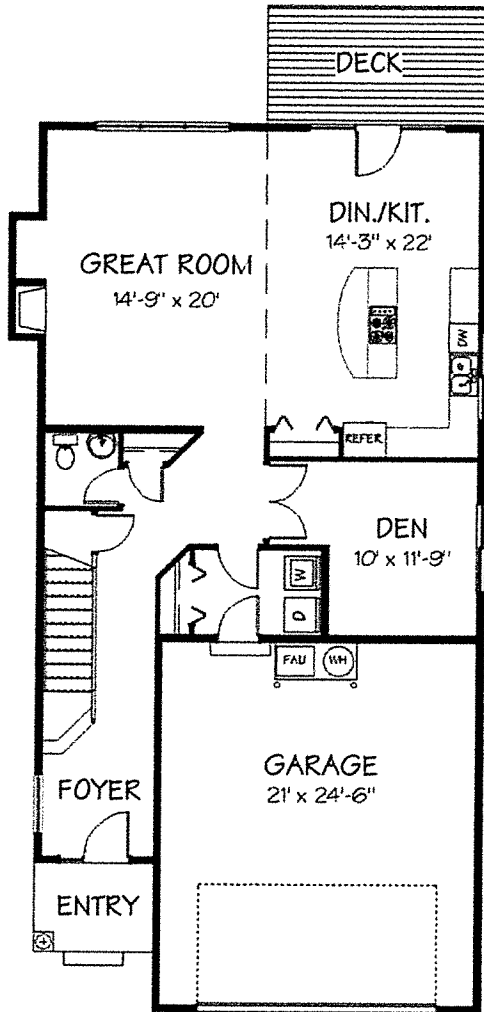


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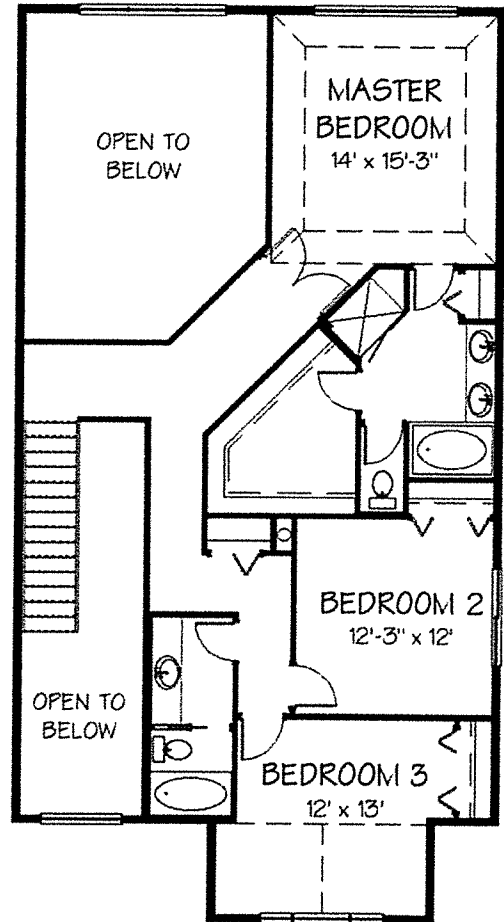
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The Silveroak - 2307 Sq Ft



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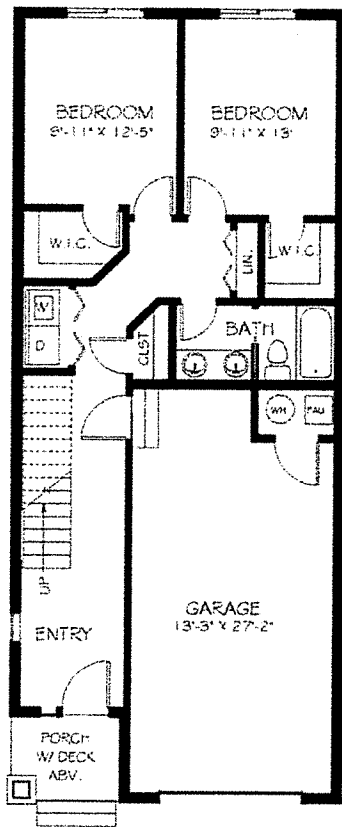


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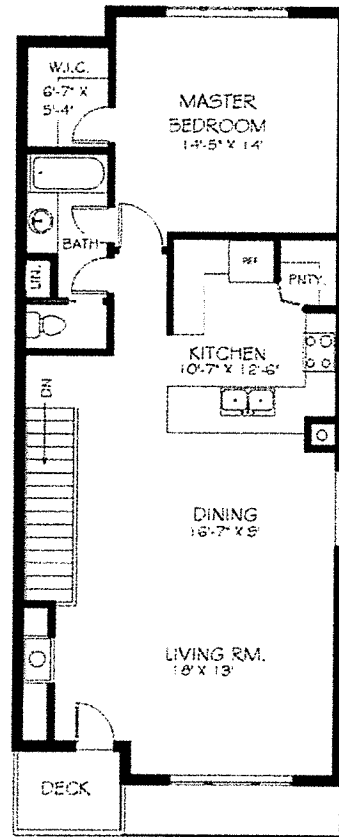
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The Simi - 1702 Sq Ft

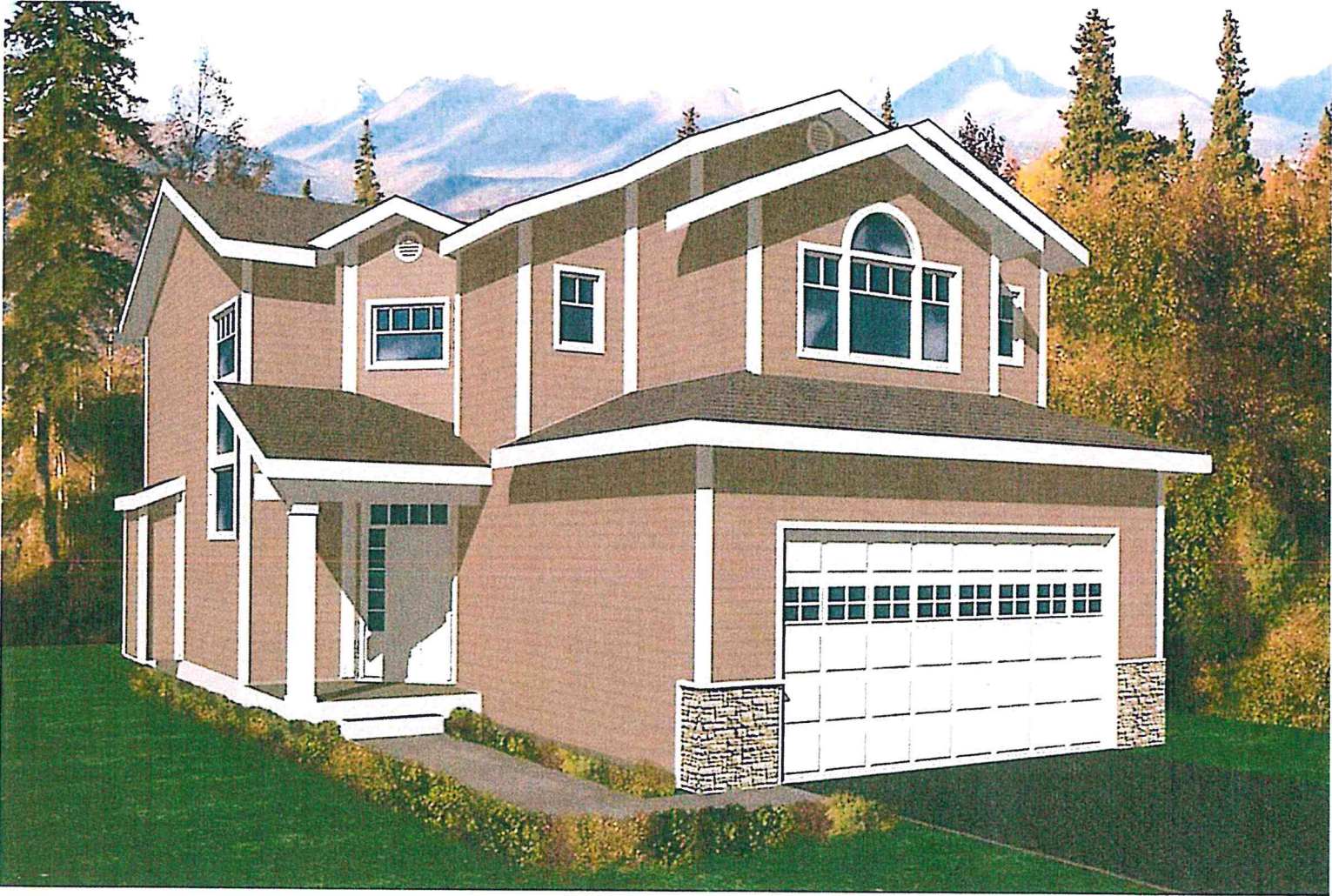


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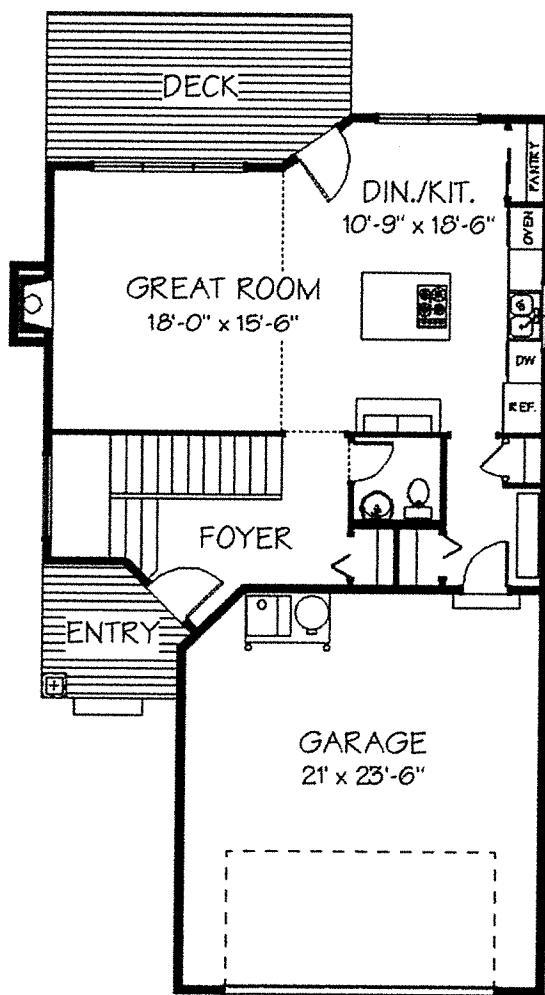


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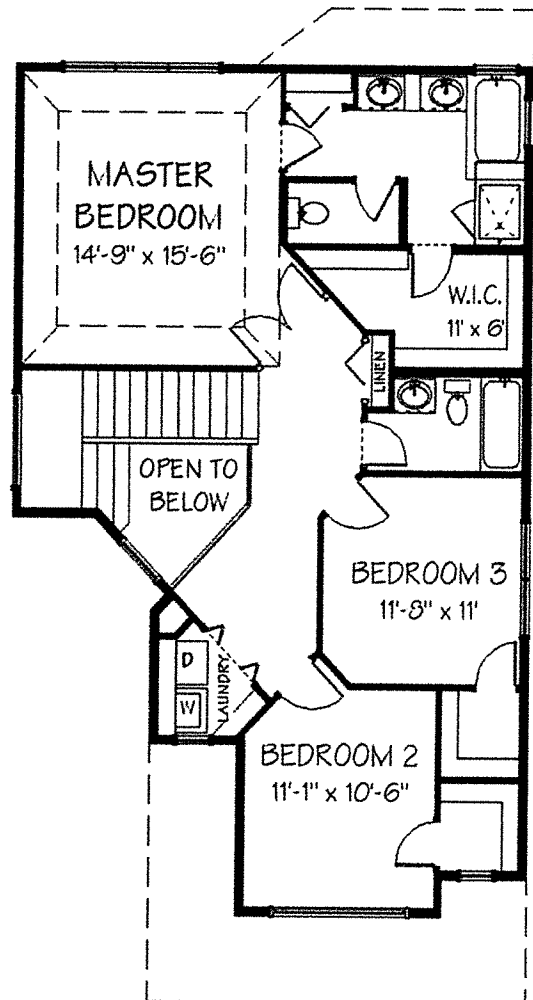
The Stags Leap - 1893 Sq Ft



The Stags Leap - 1893 Sq Ft



FIRST FLOOR PLAN

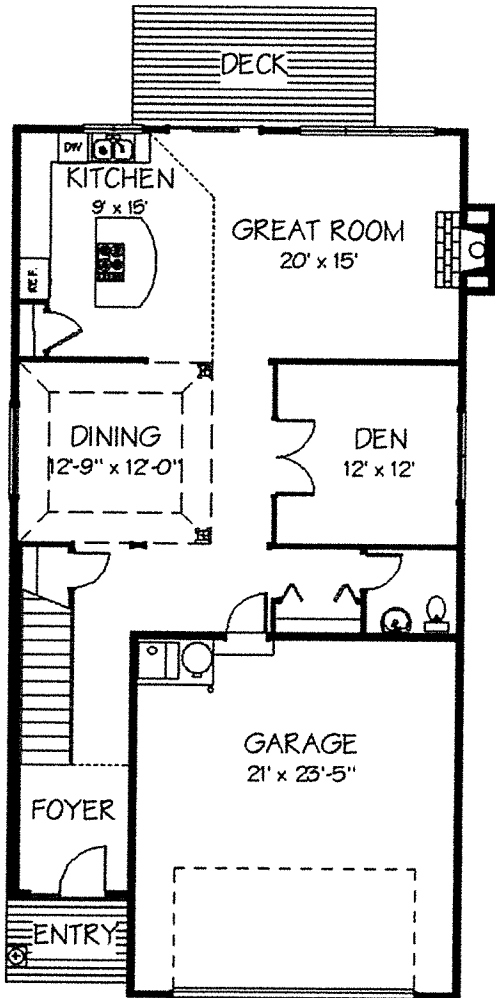


SECOND FLOOR PLAN

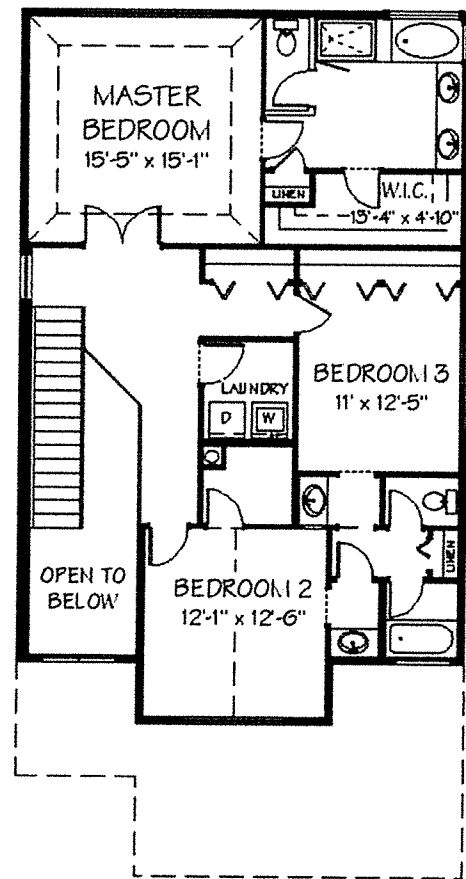
The Whiteoak - 2365 Sq Ft



The Whiteoak - 2365 Sq Ft



FIRST FLOOR PLAN



SECOND FLOOR PLAN

Application for Design Variance

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

PETITIONER*		PETITIONER REPRESENTATIVE (if any)	
Name (last name first) Sonoma Glen Development		Name (last name first) Boutet Company	
Mailing Address 3820 Lake Otis Pkwy		Mailing Address 601 East 57th Place	
Anchorage, AK 99508		Anchorage, AK., 99518	
Contact Phone – Day 907-562-1170	Evening	Contact Phone – Day 907-522-6776	Evening
E-mail		E-mail thoffman@tbcak.com	

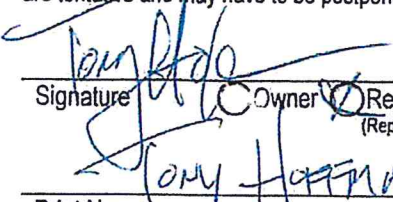

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION		
Property Tax # (000-000-00-000): 011-291-58-00		
Site Street Address:		
Current legal description: (use additional sheet if necessary) Tract 1F, Sonoma Glen at WestPark, Plat 2019-96		
Zoning: R1A	Acreage: 27.75	Grid #: SW2323

PETITIONING FOR
Relief from the CUA requirement to provide open space meeting the criteria stated in 21.07.110 H.2.b. Specifically the criteria that will not allow slopes over 15% in the open space.

CODE CITATIONS
AMC 21. 21.07.110H.2.b.i (Open Space Criteria)
AMC 21.

I hereby certify that (I am, I have been authorized to act for) owner of the property described above and that I am petitioning for variance in conformance with Title 21 of the Anchorage Municipal Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the variance. I understand that the burden of evidence to show compliance with the variance standards rests with me, the applicant. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department staff or the Urban Design Commission for administrative reasons.

Signature 	Owner <input checked="" type="checkbox"/> Representative <input type="checkbox"/>	Date 
(Representatives must provide written proof of authorization)		
Print Name Tony Hoffman	Poster & Affidavit	Fee
Accepted by:	Case Number: 2022-0097	Meeting Date: <i>P2C</i> 09/12/2022

RECENT REGULATORY INFORMATION <small>(Events that have occurred in last 5 years for all or portion of site)</small>	
<input type="checkbox"/>	Rezoning - Case Number:
<input type="checkbox"/>	Preliminary Plat <input type="checkbox"/> Final Plat - Case Number(s):
<input type="checkbox"/>	Conditional Use - Case Number(s):
<input type="checkbox"/>	Zoning variance - Case Number(s):
<input type="checkbox"/>	Land Use Enforcement Action for
<input type="checkbox"/>	Building or Land Use Permit for
<input type="checkbox"/>	Wetland permit: <input type="checkbox"/> Army Corps of Engineers <input type="checkbox"/> Municipality of Anchorage

APPLICATION REQUIREMENTS <small>(One of each applicable item is required for initial submittal, additional copies are required after initial submittal)</small>	
1 copy required:	<input type="checkbox"/> Signed application (original)
16 copies required:	<input type="checkbox"/> Signed application (copies) <input type="checkbox"/> Variance narrative, addressing: <ul style="list-style-type: none"> <input type="checkbox"/> The need for the variance <input type="checkbox"/> The effect of granting the variance <input type="checkbox"/> An analysis of how the proposal meets the variance standards below <input type="checkbox"/> As-built survey showing existing conditions, to scale (no more than 2 years old) <input type="checkbox"/> Proposed plot plan, site plan, or building elevations, to scale (new construction) <input type="checkbox"/> Photographs or renderings
<small>(Additional information may be required.)</small>	

VARIANCE STANDARDS
<p>The Urban Design Commission may only grant a variance if the Commission finds that all of the following 8 standards are substantially met. Each standard must have a response in as much detail as it takes to explain how your property's condition satisfies the standard. The burden of proof rests with you.</p> <ol style="list-style-type: none"> a. The proposed alternative achieves the intent of the subject design standard to the same or better degree than the subject standard; b. The proposed alternative achieves the goals and policies of the comprehensive plan to the same or better degree than the subject standard; c. The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard; d. The variance, if granted, will not adversely affect the use of adjacent property as permitted under this code; e. The variance, if granted, does not change the character of the zoning district where the property is located, is in keeping with the intent of the code, and does not permit a use not otherwise permitted in the district in which the property lies; f. Persons with disabilities are provided with access as required by the Americans with Disabilities Act (ADA) and reasonable accommodation; and g. The variance, if granted, does not adversely affect the health, safety, and welfare of the people of the municipality. h. In evaluating the request for a variance from the maximum sign height, the urban design commission may consider whether there are special topographic circumstances that would result in a material impairment of visibility of the sign from the adjacent roadway which significantly diminishes the owner's or user's ability to continue to communicate adequately and effectively with the public through the use of the sign.



Sonoma Glen at WestPark PUD Revisions

ZONING DESIGN VARIANCE NARRATIVE

Open Space Requirements

Conditional Use for a Planned Unit Development

(A.M.C. 21.07.110 H.2.b)

Anchorage Municipal Code AMC 21.07.110 H.2b states that "A minimum of 30 percent of the site shall be reserved as open space which shall meet the following standards..."

After which 6 dimensional criteria are outlined that must be met for the open space to be compliant. We are seeking a variance from requirement "i" of the open space criteria, which reads "one half of such open space shall be contiguous". By granting relief from this one item, we will be able to meet the rest of the criteria.

Following are the open space requirements and calculations (new code):

21.07.110 H.2.b "A minimum of 30% of the site shall be reserved as open space and shall meet the following standards..."

Overall site area (Tracts 1A, 1B, 1D, 1E and 1F) is 1,614,055 s.f.. 520,548 s.f. Usable Open Space is shown (484,217 s.f. required)

(Refer to Open Space Exhibit "A")

- i. *One half of such open space shall be contiguous. We are requesting relief from this requirement because there are areas of the outer slope areas on the east, south and southwest boundary that fall between 15% and 20%. This is the largest contiguous area of open space, but large portions cannot be counted. This range of slope was allowed to be utilized in the old code as open space (Old code section 21.35.020 Definitions and rules of construction states "Usable open space means open space within a proposed development site, excluding areas devoted to roadways and parking. Unless otherwise specified in this Title, at least one-half of all areas designated as usable open space must have a slope of less than 20 percent. The space may be common or private".*
- ii. *The open space shall not include public or private streets or rights of way; parking facilities, driveways, other motor vehicle circulation areas, loading areas, or refuse collection areas; slopes over 15 percent; 50 percent of designated snow storage areas; drainage easements, ditches, swales, or other areas intended to collect and channel water. If relief from criteria item "i" is granted, no variance will be required from this requirement.*
- iii. *In class A districts, no portion of the required open space shall be less than 2,000 square feet in area or less than 30 feet in its smallest dimension, except for individual yards, balconies, or decks pursuant to b.iv. and b.v. below. Complies*
- iv. *In class B districts, no portion of the required open space shall be than half of the minimum lot size of the underlying district in area, or than 100 feet in its smallest dimension, except for individual balconies, or decks pursuant to b.v. and b.vi. below. N/A*
- v. *A minimum of 12 percent and a maximum of 50 percent of required space shall consist of yards which shall be reserved for the reside individual dwelling units. The open space shown on Exhibit "A" (not including those areas that exceed 15% slope) is 520,548 s.f.. Of that area, 258,875 s.f. is private open space, which is 50% of the shown open space. Complies*
- vi. *In multistory buildings, balconies or decks may be used in lieu of individual yards provided that the total area of all balconies or decks is not less than the total yard area otherwise required N/A*
- vii.

Variance Standards

a. *The proposed alternative achieves the intent of the subject design standard to the same or better degree than the subject standard. The layout and density proposed in Phases 4 and 5 are almost identical to the original site plan approval. The designated building "pads" and road alignments are the same. This variance will have little effect to the Sonoma Development plan already approved.*

b. *The proposed alternative achieves the goals and policies of the comprehensive plan to the same or better degree than the subject standard; The need for more housing, and more compact housing styles is clearly stated in the 2040*

Sonoma Glen at WestPark PUD Revisions

comprehensive plan. Policy 4.2 states "Allow and encourage innovative compact housing types and a variety of housing options that respond to changing preferences". Allowing this slight variation to the open space requirement encourages more dense housing and is in harmony with the comprehensive plan goals.

c. *The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard; This variance will allow for the denser home development, which typically results in lower house prices, and is a desirable effect.*

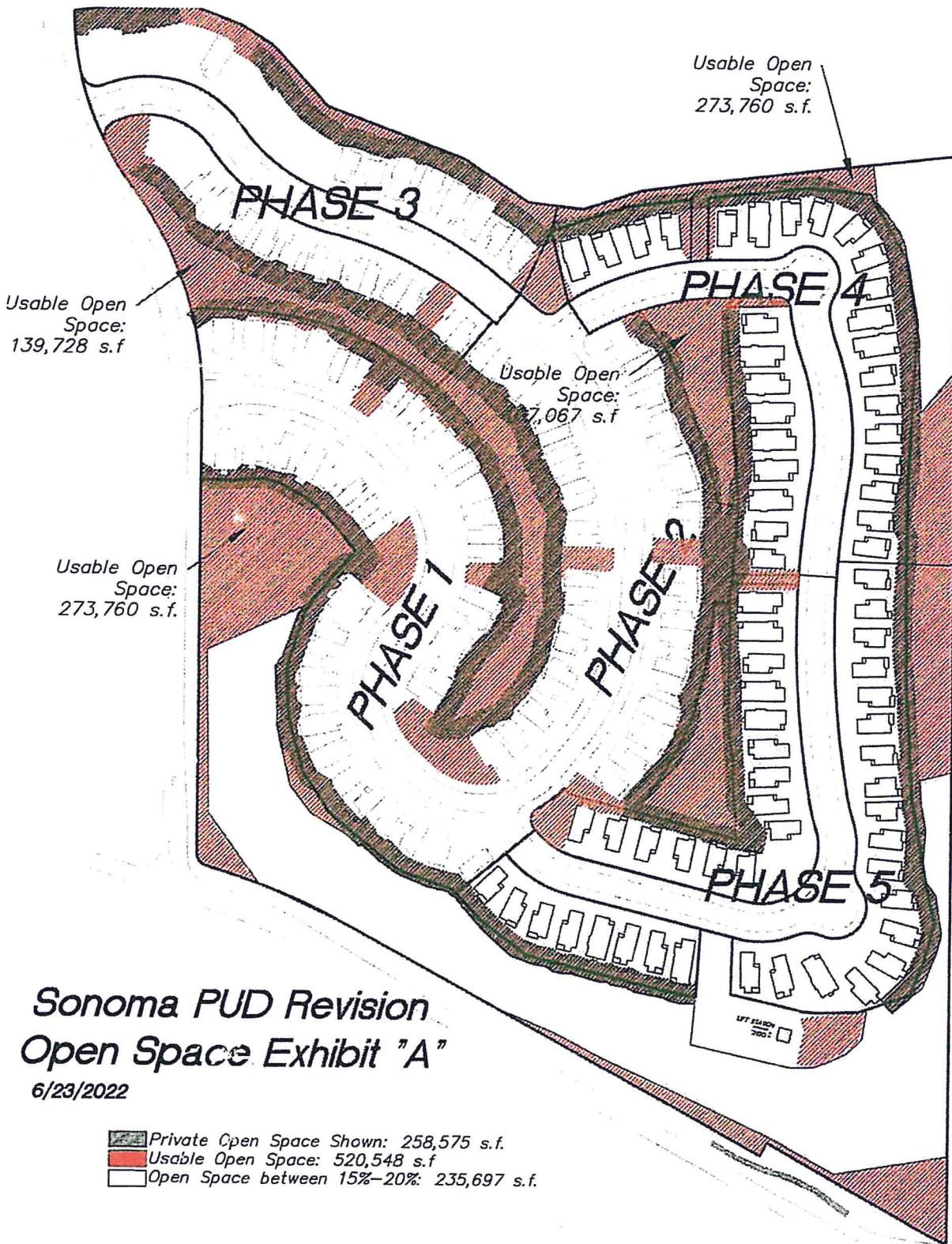
d. *The variance, if granted, will not adversely affect the use of adjacent property as permitted under this code; The adjacent development to the north actually shares the same slope on the east side. Allowing this variance will have no impact on the adjacent properties.*

e. *The variance, if granted, does not change the character of the zoning district where the property is located, is in keeping with the intent of the code, and does not permit a use not otherwise permitted in the district in which the property lies; This variance will not change the character of the R-1A zoning it lies within. In fact, by allowing the variance, and therefore the entire plan, the development will be more in harmony with the existing R-1A developments surrounding it, and is more in harmony with R-1A development densities and layout.*

f. *Persons with disabilities are provided with access as required by the Americans with Disabilities Act (ADA) and reasonable accommodation; This variance will have no impact on ADA facilities in the area.*

g. *The variance, if granted, does not adversely affect the health, safety, and welfare of the people of the municipality. Granting this variance will have no affect on the health and welfare of the community.*

h. *In evaluating the request for a variance from the maximum sign height, the urban design commission may consider whether there are special topographic circumstances that would result in a material impairment of visibility of the sign from the adjacent roadway which significantly diminishes the owner's or user's ability to continue to communicate adequately and effectively with the public through the use of the sign. N/A*



Application for Design Variance

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

PETITIONER*		PETITIONER REPRESENTATIVE (if any)	
Name (last name first) Sonoma Glen Development		Name (last name first) Boutet Company	
Mailing Address 3820 Lake Otis Pkwy		Mailing Address 601 East 57th Place	
Anchorage, AK., 99508		Anchorage, AK., 99518	
Contact Phone – Day 907-562-1170	Evening	Contact Phone – Day 907-522-6776	Evening
E-mail		E-mail thoffman@tbcak.com	

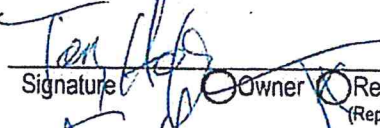
*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION		
Property Tax # (000-000-00-000): 011-291-58-00		
Site Street Address: ξ		
Current legal description: (use additional sheet if necessary) Tract 1F, Soroma Glen at WestPark, Plat 2019-96		
Zoning: R1A	Acreage: 27.75	Grid #: SW2323

PETITIONING FOR
Relief from the CUA requirement to provide building separation no less than 1/2 times the bldg height

CODE CITATIONS
AMC: 21.110.H.2.c.v (PUD Setbacks)
AMC 21.

I hereby certify that (I am)/(I have been authorized to act for) owner of the property described above and that I am petitioning for variance in conformance with Title 21 of the Anchorage Municipal Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the variance. I understand that the burden of evidence to show compliance with the variance standards rests with me, the applicant. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department staff or the Urban Design Commission for administrative reasons.

Signature: 	Owner <input type="radio"/> Representative <input checked="" type="radio"/>	Date: 6/24/2022
(Representatives must provide written proof of authorization)		

Print Name: Tony Hoffman	Accepted by:	Poster & Affidavit:	Fee:	Case Number: 2022-0097	Meeting Date: P2C: 09/12/2022
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RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion of site)

<input type="checkbox"/> Rezoning - Case Number:
<input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat - Case Number(s):
<input type="checkbox"/> Conditional Use - Case Number(s):
<input type="checkbox"/> Zoning variance - Case Number(s):
<input type="checkbox"/> Land Use Enforcement Action for
<input type="checkbox"/> Building or Land Use Permit for
<input type="checkbox"/> Wetland permit: <input type="checkbox"/> Army Corps of Engineers <input type="checkbox"/> Municipality of Anchorage

APPLICATION REQUIREMENTS

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

1 copy required:	<input type="checkbox"/> Signed application (original)
16 copies required:	<input type="checkbox"/> Signed application (copies) <input type="checkbox"/> Variance narrative, addressing: <ul style="list-style-type: none"> <input type="checkbox"/> The need for the variance <input type="checkbox"/> The effect of granting the variance <input type="checkbox"/> An analysis of how the proposal meets the variance standards below <input type="checkbox"/> As-built survey showing existing conditions, to scale (no more than 2 years old) <input type="checkbox"/> Proposed plot plan, site plan, or building elevations, to scale (new construction) <input type="checkbox"/> Photographs or renderings

(Additional information may be required.)

VARIANCE STANDARDS

The Urban Design Commission may only grant a variance if the Commission finds that **all** of the following 8 standards are substantially met. Each standard must have a response in as much detail as it takes to explain how your property's condition satisfies the standard. The burden of proof rests with you.

- a. The proposed alternative achieves the intent of the subject design standard to the same or better degree than the subject standard;
- b. The proposed alternative achieves the goals and policies of the comprehensive plan to the same or better degree than the subject standard;
- c. The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard;
- d. The variance, if granted, will not adversely affect the use of adjacent property as permitted under this code;
- e. The variance, if granted, does not change the character of the zoning district where the property is located, is in keeping with the intent of the code, and does not permit a use not otherwise permitted in the district in which the property lies;
- f. Persons with disabilities are provided with access as required by the Americans with Disabilities Act (ADA) and reasonable accommodation; and
- g. The variance, if granted, does not adversely affect the health, safety, and welfare of the people of the municipality.
- h. In evaluating the request for a variance from the maximum sign height, the urban design commission may consider whether there are special topographic circumstances that would result in a material impairment of visibility of the sign from the adjacent roadway which significantly diminishes the owner's or user's ability to continue to communicate adequately and effectively with the public through the use of the sign.



Sonoma Glen at WestPark PUD Revisions

ZONING DESIGN VARIANCE NARRATIVE

Conditional Use Application for a Residential Planned Unit Development Requirements -Building Separation (A.M.C. 21.07.110 H.2.c.v)

Anchorage Municipal Code AMC 21.07.110 H.2.c.v states that “Any two adjacent buildings within a PUD shall be separated from each other by a distance equal to one-half the height of the taller building”

We are requesting that the subdivision plan for Phases 4 and 5, be approved with the elimination of this requirement, and allow the subdivision development to proceed with the minimum required setback for R-1A from the side property line (5 feet). As it is, the minimum allowed separation for a 2.5 story home (approx 30 feet tall) would be 15 feet.

Variance Standards

- a. *The proposed alternative achieves the intent of the subject design standard to the same or better degree than the subject standard.* The lots, as designed, allow for a minimum building setback from the property line. To achieve the required density in the PUD, the setbacks prescribed by utilizing the allowed R-1A separation in code will allow the development to create the density originally approved. The required setback from property lines in the R1A zone is 5 feet
- b. *The proposed alternative achieves the goals and policies of the comprehensive plan to the same or better degree than the subject standard;* The need for more housing, and more compact housing styles is clearly stated in the 2040 comprehensive plan. Policy 4.2 states “Allow and encourage innovative compact housing types and a variety of housing options that respond to changing preferences.”
- c. *The proposed alternative results in benefits to the community that are equivalent to or better than compliance with the subject standard;* This variance will allow for the denser home development, which typically results in lower house prices, and is a desirable effect.
- d. *The variance, if granted, will not adversely affect the use of adjacent property as permitted under this code;* The adjacent developments to the north and west are all R-1A developments, and currently are subject to the Title 21 setbacks for that zone.
- e. *The variance, if granted, does not change the character of the zoning district where the property is located, is in keeping with the intent of the code, and does not permit a use not otherwise permitted in the district in which the property lies;* This variance will not change the character of the R-1A zoning it lies within. In fact, by allowing the variance the development will be more in harmony with the existing R-1A developments surrounding it, and is more in harmony with R-1A development densities and layout.
- f. *Persons with disabilities are provided with access as required by the Americans with Disabilities Act (ADA) and reasonable accommodation;* This variance will have no impact on ADA facilities in the area.
- g. *The variance, if granted, does not adversely affect the health, safety, and welfare of the people of the municipality. Granting this variance will have no affect on the health and welfare of the community.* It complies with the fire code separation, allowing for effective fire response.
- h. *In evaluating the request for a variance from the maximum sign height, the urban design commission may consider whether there are special topographic circumstances that would result in a material impairment of visibility of the sign from the adjacent roadway which significantly diminishes the owner's or user's ability to continue to communicate adequately and effectively with the public through the use of the sign.* N/A

PHASE 4 PLANTING SCHEDULE

QTY.	SYMBOL	LAWN NAME	COMMON NAME	SIZE	FURNISHMENTS
58		Picea glauca	WHITE SPRUCE	6'-7" HT. B&B	
10		As per P&Z Commission Resolution 2011-014 C.U.P. NORTH PROPERTY	PAPER BIRCH	4" CAL. B&B	PROPERTY SUBJECT OR ADJACENT
29		Betula papyrifera	PAPER BIRCH	2" CAL. B&B	SINGLE S1
			'Red Splendor'	2" CAL. B&B	SINGLE S1
			'Red Spinnaker'	2" CAL. B&B	SINGLE S1
			'Spring Snow'	2" CAL. B&B	SINGLE S1
			'Crabapple'	2" CAL. B&B	SINGLE S1
			'Amur Chokecherry'	2" CAL. B&B	SINGLE S1

SHRUB ALTERNATIVES (Qty. = 3 Shrubs per 100 sq. ft. Area)

318 TOTAL SHRUBS. No species to make up more than 50% of the total quantity

36" HT. POTTED #3 CONT.	Variegated Ivory Halo Redwing Dogwood
24" HT. POTTED #3 CONT.	Hedge Coleonaster
18" HT. POTTED #3 CONT.	Patentilla fruticosa
24" HT. POTTED #3 CONT.	Physocarpus opulifolius
24" HT. POTTED #3 CONT.	Picea pungens 'Globe Spruce'
24" HT. POTTED #3 CONT.	Californica Spiraea
36" HT. POTTED #3 CONT.	'Pebbles' Dwarf Korean Lilac

SAND LAKE ROAD L2 BUFFER LANDSCAPING 250 FEET

PRIORITIZE EXISTING VEGETATION. SUPPLEMENT IF NECESSARY AS SHOWN PER 'OLD CODE' 21.45.125 - 2 TREES (50%+ EVERGREEN) AND 6 SHRUBS PER 20 LINEAR FEET.

QTY.	SYMBOL	LAWN NAME	COMMON NAME	SIZE	FURNISHMENTS
16		Picea glauca	WHITE SPRUCE	5'-6" HT. B&B	
7		Populus tremuloides	TREMULING ASPEN	1.5" CAL. B&B	Single

SHRUB ALTERNATIVES (E.L. LANDSCAPING THIS AREA)

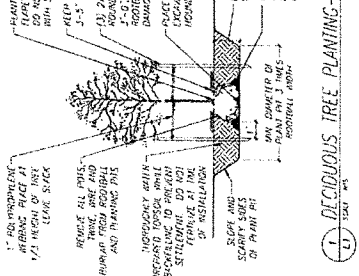
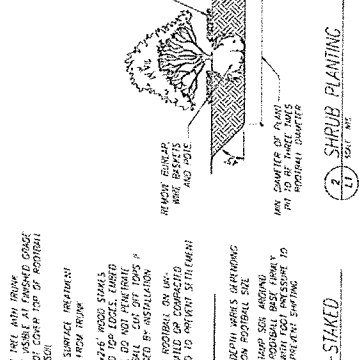
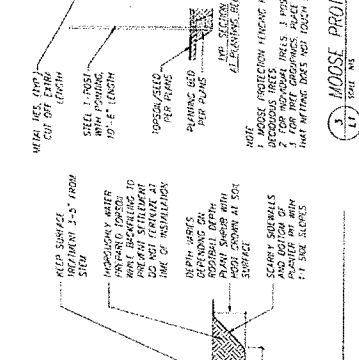
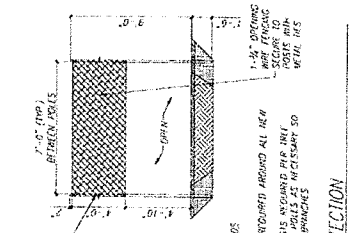
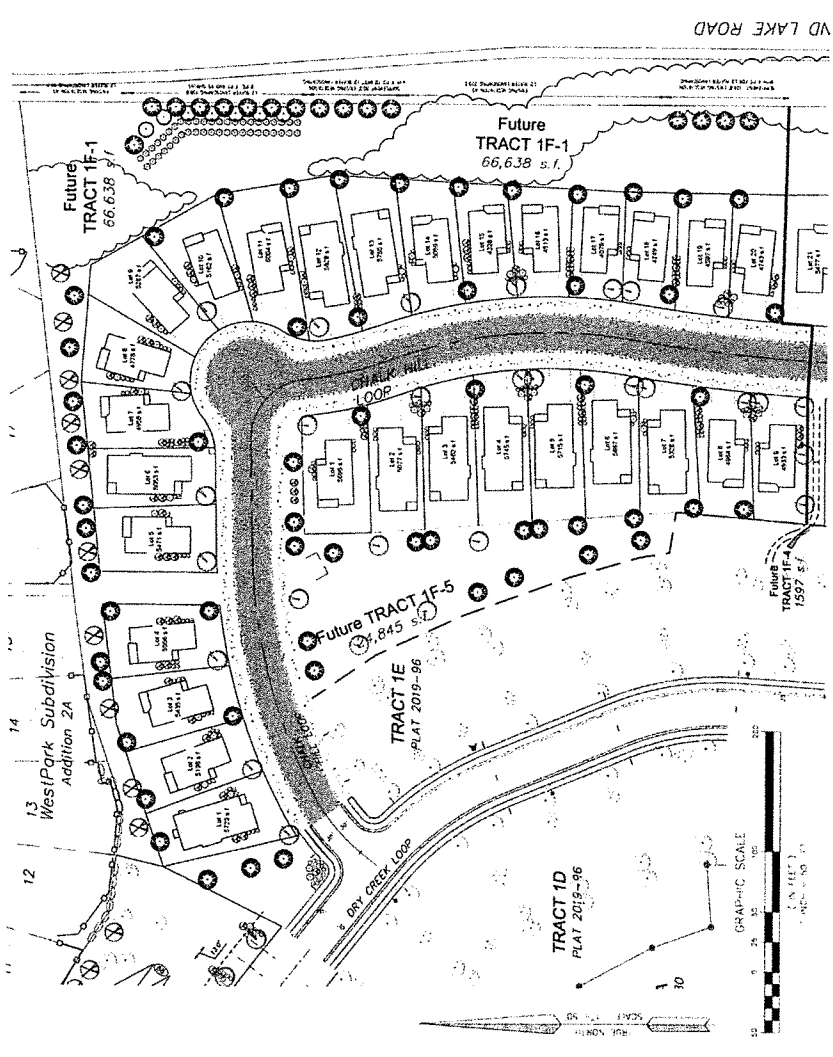
45 TOTAL SHRUBS. No species to make up more than 25% of the total quantity

Alnus sp.	Alaska Alder
Rosa acicularis	Alaska Prickly Rose
Sambucus racemosa	Alaska Red Elderberry

PHASE 4 C.U.P. 4" Caliber Birch Trees (1 per building along the North Property Line) 10
In addition to the PUD required trees:

Deciduous Street Trees 29
Evergreen Trees 58
3 trees per building
3 trees per building (29 units) in PH4
3 trees per building (29 units) in PH4
3 shrubs per tree in all areas
Total shrubs required: 318

- Landscaping Notes:**
- LANDSCAPING CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING VEGETATION AND MATERIALS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. ALL MATERIALS TO BE PLANTED SHALL BE STORED IN A PROTECTED AREA AND SHALL BE COVERED WITH A SLOTTED BARK MULCH.
 - ALL PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF 2 YEARS. ANY PLANT MATERIALS THAT DO NOT SURVIVE SHALL BE REPLACED WITHIN 1 GROWING SEASON.
 - DECIDUOUS STREET TREES SHALL BE PLANTED IN A ROW ALONG THE SIDEWALKS AND SHALL BE PROTECTED BY A 2' HIGH CURB OR OTHER MEANS TO PREVENT DAMAGE FROM STREET TRAFFIC AND STRUCTURES.
 - ALL DECIDUOUS TREES SHALL RECEIVE PROTECTION FENCING PER DETAIL 3 OF THIS SHEET.



Landscape Plan
Sonoma Glen at WestPark, Phase 4
Tracts 1F, 1E

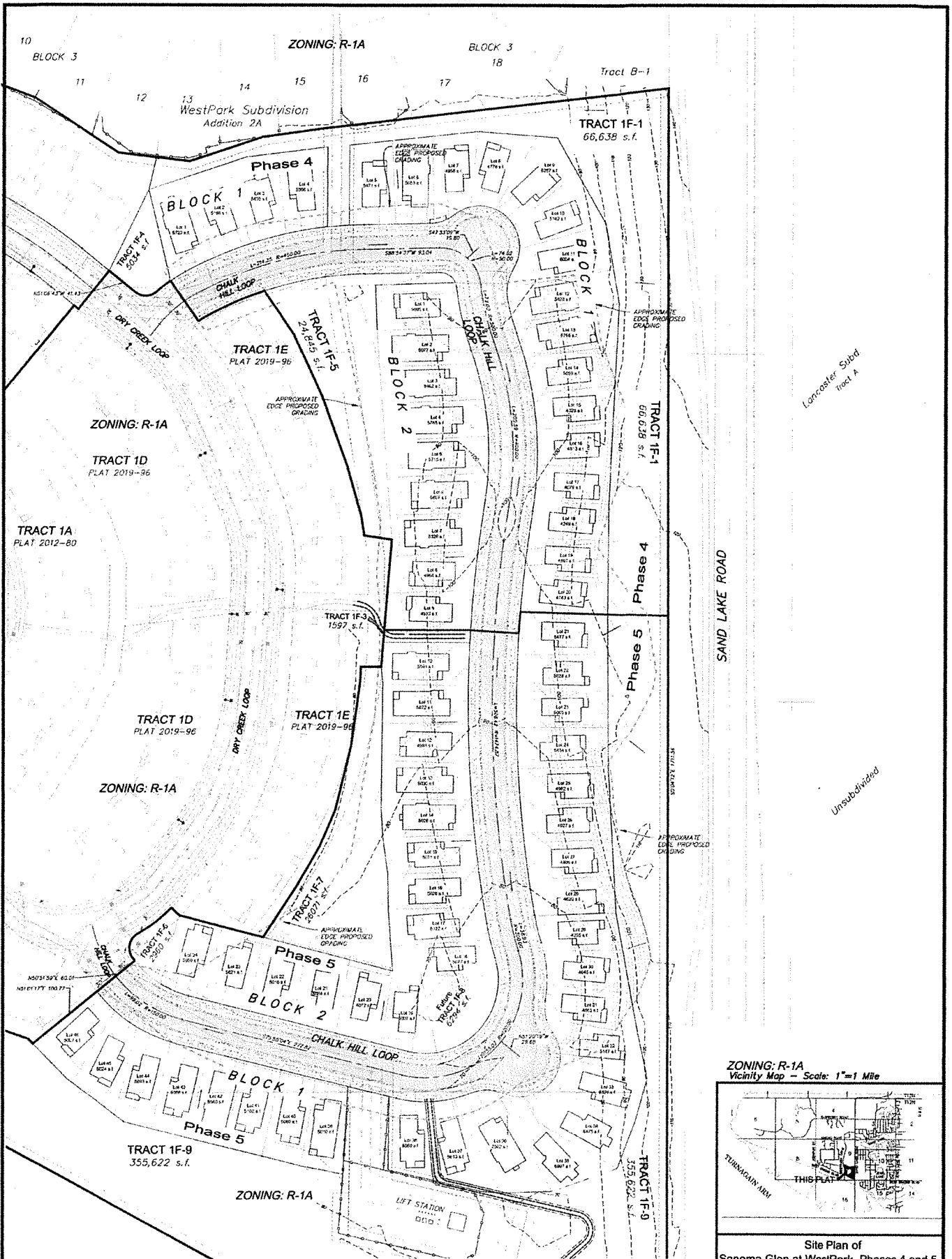
Tract 1F, Sonoma Glen at WestPark, Phase 2, according to Plat No. 2010-06, Located within the BECM of Section 9, T13N, R14W, Seward Meridian, Inclusive of the Third Judicial District, State of California, Inclusive of the Third Judicial District, State of California.

H&B
H&B LANDSCAPE ARCHITECTURE
1001 E. 15th Street, Suite 100
San Francisco, CA 94110
Tel: 415.774.1100
Fax: 415.774.1101
www.handb.com

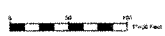
Scale: 1/8" = 1'-0"
Drawn By: J. Smith
Checked By: J. Smith
Date: 6/21/2012
AWWU Case No. 212412

SHEET 17 of 18

Subdivision Agreement Number 21-004
AWWU Private Development Number WS 21-005



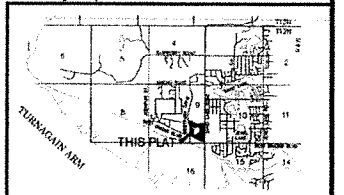
SITE PLAN



LEGEND

- - - - - Existing Storm Line
- - - - - Existing Storm Manhole
- - - - - Existing Sewer Line
- - - - - Existing Sewer Manhole
- - - - - Existing Waterline
- - - - - Existing Fire Hydrant
- - - - - Lift Station Fence
- - - - - Existing Curbs (2 Foot Interval)
- - - - - Existing Curbs (10 Foot Interval)
- - - - - Proposed Curbs (2 Foot Interval)
- - - - - Proposed Curbs (10 Foot Interval)
- - - - - Existing Duplex or Single Family Condominium Residences (Phase 1-3)
- - - - - Proposed Single Family Residences (Phase 4 and 5)

ZONING: R-1A
Vicinity Map - Scale: 1"=1 Mile



**Site Plan of
Sonoma Glen at WestPark, Phases 4 and 5**
Creating Lots 1-46, Block 1, Lots 1-24, Block 2 and Tracts 1F-1, 1F-2, 1F-3, 1F-4, 1F-5, 1F-6, 1F-7, 1F-8, 1F-9 and 1F-10
in 27.75 acres

A subdivision of Tract 1F, Sonoma Glen of WestPark, Phase 2, Plat 2019-96
located within the SE1/4 of Section 9, T12N, R4W, Seward Meridian, Anchorage Recording District, Alaska

Draw: 2323	
Scale: 1"=50'	
Drawn By: JH	
Checked: JZ	
Date: 6/13/22	
MEA Plot Case No: 212201	

Anchorage Recording District

**DECLARATION
OF
SONOMA GLEN EAST**

*-A Planned Community within Sonoma Glen at Westpark, Phase ____ (Plat No. _____), located in
Anchorage, Alaska-*

AFTER RECORDING, RETURN TO:
SONOMA GLEN DEVELOPMENT, LLC
3820 Lake Otis Parkway
Anchorage, Alaska 99508

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**DECLARATION
OF
SONOMA GLEN EAST**

Declarant, **SONOMA GLEN DEVELOPMENT, LLC**, an Alaskan limited liability company, with an office address of *3820 Lake Otis Parkway, Anchorage, Alaska 99508*, does hereby submit the real property in Anchorage, Alaska described in **Schedule A-1**, to the provisions of the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **SONOMA GLEN EAST**, a planned community, and making the Improvements shown in the Plat attached as **Schedule A-3**.

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

Section 1.5 – Common Elements. Each portion of the Common Interest Community, other than a Lot.

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

- (a) expenses of administration, maintenance, repair or replacement of the Common Elements;
- (b) expenses declared to be Common Expenses by the Documents;

- (c) expenses agreed upon as Common Expenses by the Association;
- (d) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements; or
- (e) any other real or personal property acquired or held by the Association.

Section 1.7 – Common Interest Community. Sonoma Glen East.

Section 1.8 – Dealer. A Person who owns either six (6) or more Lots in the Common Interest Community or fifty percent (50%) or more of the Lots in the Common Interest Community.

Section 1.9 – Declarant. SONOMA GLEN DEVELOPMENT, LLC, an Alaska limited liability company, and its successor and assigns as defined in Subsection AS 34.08.990(12) of the Act.

Section 1.10 – Declaration. This document, including any amendments.

Section 1.11 – Design Guidelines and Specifications. The Property is subject to requirements for the design, appearance, materials, fenestration and color of the structures and Improvements as described in **Article X** of the Declaration.

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

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

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

Section 1.15 – Dwelling. A building on a Lot that is designated and constructed for use as a residence.

Section 1.16 – Executive Board. The Board of Directors of the Association.

Section 1.17 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including, but not limited to, buildings, trees and shrubbery, paving, signage, utility wires, pipes, nature trails and light poles.

Section 1.18 – Lot. Lot means a platted lot described in **Schedule A-1**. Each Lot is a "Unit" as defined in Section 34.08.990(32) of the Act and includes all Improvements located within the boundaries of the Lot. A Lot includes the title and a right to possession and Improvements therein.

Section 1.19 – Lot Owner. A Person, including the Declarant, who owns a Lot. Lot Owner does not include a Person having only a Security Interest in a Lot. A Lot Owner is a "unit owner" as defined in AS 34.08.990(33).

Section 1.20 – Majority or Majority of Lot Owners. The Lot Owners of more than fifty percent (50%) of the voting interest in the Association.

Section 1.21 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.22 – Notice and Comment. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in **Section 20.1** of the Declaration.

Section 1.23 – Notice and Hearing. The right of a Lot Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **Section 20.2** of the Declaration.

Section 1.24 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.25 – Plat. The Plat as may be amended from time to time and attached as **Schedule A-3** to the Declaration.

Section 1.26 – Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.27 – Rules. Rules for the use of the Lots and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to the Declaration.

Section 1.28 – Security Interest. An interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 – Special Declarant Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

ARTICLE II
NAME AND TYPE OF COMMON INTEREST COMMUNITY,
ASSOCIATION AND MEMBERSHIP

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is *Sonoma Glen East*. *Sonoma Glen East* is a *Planned Community*.

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

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

ARTICLE III
DESCRIPTION OF PROPERTY

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

ARTICLE IV
NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Maximum Number of Lots. The Common Interest Community upon creation contains _____ (##) Lots as shown on the Plat attached as **Schedule A-3**. The Declarant reserves the right to create and add an additional _____ (##) Lots in the Common Interest Community for an aggregate maximum total of **seventy (70) Lots** in the Common Interest Community.

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

ARTICLE V
COMMON ELEMENTS

The Common Elements in *Sonoma Glen East* are each portion of the Common Interest Community other than a Lot, and include without limitation: (1) Tract 1F-2 and Tract 1F-3 as shown on the Plat; (2) each pedestrian trail identified and labeled as "Common Element Trail" on the Plat; (3) the cluster mailbox(es) and the pad(s) surrounding the cluster mailbox(es), in the location(s) identified and labeled as "Cluster Mailbox Pad Location" on the Plat ("Cluster Mailboxes"); (4) any monument

sign(s) identifying the Common Interest Community, and any designated landscaping area(s) around such sign(s), as may be identified and labeled as "Monument Sign Area" on the Plat; and (5) any other portion of the Property designated as a Common Element on the Plat.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 – Maintenance, Repair and Replacement by Association. The Association shall be responsible for the maintenance, repair and replacement of all Common Elements. Tracts 1F-2 and 1F-3 as shown on the Plat shall be left in their natural state, except for any cleanup, maintenance or other actions that the Association may be required to perform in accordance with applicable laws.

Section 6.2 – Maintenance, Repair and Replacement by Lot Owners. Each Lot Owner shall maintain, repair and replace, in a good and workmanlike manner, at his or her own expense, all portions of his or her Lot, including a Dwelling and any structures, landscaping, driveways or other Improvements within the Lot. The Lot and all Improvements thereon shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

For purposes of this **Section 6.2**, maintenance of landscaping includes regular watering, mowing, trimming, weed removal, fertilizing and any other maintenance activities essential to ensure the landscaped area is kept safe, attractive and in good health at all times. All shrubs and trees shall be trimmed so as not to encroach upon sidewalks, streets or other Lots. Dead trees and shrubs shall be removed and replaced. A dead tree or shrub means a tree or shrub that has been damaged beyond repair or is in an advanced state of decline such that an insufficient amount of live tissues, green leaves, limbs or branches exist to sustain the life of the tree or shrub.

Section 6.3 – Drainage Easement or Drainageway Maintenance. Drainageways or drainage easements shown on the Plat shall not be disturbed, obstructed, or altered by a Lot Owner without the approval of the Municipality of Anchorage and the Declarant or Executive Board in accordance with **Article X** of the Declaration. No structures, plantings or other materials shall be placed or permitted to remain which may damage, interfere with or significantly change the direction of flow of drainage channels. If there is a drainage easement or drainageway on the Lot, it is the responsibility of the Lot Owner to remove any brush or vegetation that would obstruct the drainage easement or drainageway.

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

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

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

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

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

- (a) to complete Improvements shown on the Plat filed with the Declaration and any amendments thereto and to complete Improvements on the Property approved or required by the Municipality of Anchorage;
- (b) to maintain signs advertising the Common Interest Community, and to maintain one (1) or more structures within Lots owned by the Declarant as model homes, management offices, or sales offices. The specific location may change from time to time as Dwellings on Lots are developed and sold. Declarant may delegate this right to persons who purchase Lots for construction and sale;
- (c) to use or grant easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community;
- (d) to appoint or remove an officer of the Association or an Executive Board member

during a period of Declarant Control subject to the provisions of **Section 7.4** of the Declaration;

- (e) to make the Common Interest Community subject to a Master Association;
- (f) to merge or consolidate the Common Interest Community with another common interest community of the same form of ownership; and
- (g) to exercise a Development Right reserved in the Declaration.

Section 7.3 – Other Reserved Rights.

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

(b) *Adding Withdrawn Property.* The Declarant reserves the right, after withdrawing Property from the Common Interest Community pursuant to **Section 7.1(c)** of the Declaration, to add all or any portion of such withdrawn property back into the Common Interest Community, provided that the amendment withdrawing the property identifies such property as "*Property Not In the Common Interest Community – Subject to Development Rights*".

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

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

(e) *Declarant's Personal Property.* The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance

of the Property that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property, promptly after the sale of the last Lot, any and all personal property and Improvements used in development, marketing and construction, whether or not they have become fixtures.

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

(g) *Approval of Improvements, Additions and Alterations.* Until such time as a Dwelling has been completed on each Lot that may be created within the Common Interest Community, the Declarant reserves the right to approve all Improvements, additions and alterations that may be constructed upon or made to any Lot within the Common Interest Community, in accordance with the provisions of **Article X** of this Declaration.

Section 7.4 – Declarant Control of Association.

- (a) Subject to **Section 7.4(b)**, there shall be a period of Declarant Control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant Control terminates no later than the earlier of:
- (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created in Sonoma Glen East to Lot Owners other than the Declarant;
 - (ii) two (2) years after all Declarants have ceased to offer Lots for sale in the ordinary course of business; or
 - (iii) two (2) years after any right to add new Lots was last exercised.

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

- (b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created in Sonoma Glen East to Lot Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board, shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created in Sonoma Glen East to Lot Owners other than the Declarant, not less than thirty-three-and-one-third percent (33¹/₃%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant Control, the Lot Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.
- (d) Notwithstanding any provision of the Declaration or the Bylaws of the Association to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds (2/3) vote of all Persons present and entitled to vote at a meeting of Lot Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.5 – Time Limitations on Special Declarant Rights Other than Development Rights. Except for Special Declarant Rights that may terminate earlier by statute and unless previously terminated by an amendment to the Declaration executed by the Declarant, Special Declarant Rights terminate at the latest to occur of the following:

Such time as the Declarant;

- 1. is no longer obligated under any warranty or obligation;
- 2. no longer owns a Lot;
- 3. no longer holds any Security Interest in any Lot; or
- 4. no assignee of Special Declarant Rights owns a Lot.

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

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

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

- (a) The Development Rights may be exercised at any time, but not more than **seven (7) years** after the recording of the initial Declaration.
- (b) Not more than an aggregate total of _____ (##) Lots may be created in the Common Interest Community.
- (c) All Lots and Common Elements created pursuant to Development Rights will be restricted to residential use in the same manner and to the same extent as the Lots created under the Declaration as initially recorded.

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

ARTICLE VIII **ALLOCATED INTERESTS**

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

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

- (a) *Common Expense Liability.* Each Lot in the Common Interest Community shall be allocated an equal share of the liability for Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under **Article XVI** of the Declaration.
- (b) *Votes in the Association.* Each Lot in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2**.
- (c) *Multiple Ownership of a Lot.* When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as determined among those Lot Owners, but in no event shall more than one (1) vote be cast with respect to any such Lot. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

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

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

ARTICLE IX
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

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

Section 9.1 – Residential Use. Each Lot is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. There shall be no more than two (2) residents per bedroom occupying a Dwelling on a Lot.

Section 9.2 – Home Occupations. Notwithstanding **Section 9.1**, above, home professional or administrative occupations that do not substantially increase traffic and do not generate or require unreasonable levels of mail, shipping, noise, odors, trash or storage are permitted on a Lot as long as there exists no external evidence thereof. Professional or administrative occupations must be incidental to the primary use of the Lot for residential use, and must comply with all governmental regulations addressing home occupations.

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

Section 9.4 – Quiet Time. Quiet time shall be between the hours of 10:00pm and 8:00am. The audible volume of televisions, stereos, and, or musical equipment operated during quiet time shall be substantially reduced so as not to interfere with the quiet enjoyment of the Community. The following activities are prohibited during quiet time; snow blowing, lawn mowing, and noise-creating recreation activities, including, but not limited to, skateboarding, basketball, hockey and soccer.

Section 9.5 – Compliance With All Laws and Ordinances. The Improvements on a Lot and the use of the Lots must comply with all local, federal, and state laws or ordinances unless the restrictions contained in the Declaration are more restrictive than the laws or ordinances, in which case, the uses of the Lots shall comply with the more restrictive covenants.

Section 9.6 – Signs.

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

Section 9.7 – Mailboxes. Lot Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Common Interest Community by the Declarant. Newspaper stands or receptacles are not permitted within Lots or on the exterior of the cluster mailboxes.

Section 9.8 – Vehicles.

- (i) For purposes of this **Article IX**; a "vehicle" includes, but is not limited to, an automobile, motorcycle, truck, trailer, boat, ATV, motorhome, camper, caravan, recreational vehicle, snow machine or similar equipment.
- (ii) Junk vehicles and inoperable vehicles shall not be parked or stored anywhere within the Common Interest Community except within an enclosed garage. An "**inoperable vehicle**" means a vehicle which has remained incapable of movement under its own power for a period of thirty (30) consecutive days, and will remain so without repairs or part replacement; a "**junk vehicle**" means a vehicle which is missing one or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a vehicle.
- (iii) No repair, restoration or disassembly of any vehicle shall be permitted

anywhere on the Property, *except for*: (1) emergency repairs only to the extent necessary to enable movement of the vehicle to inside a garage or to a repair facility; or (2) repairs performed inside a garage on a Lot.

Vehicles must be parked in a garage???

- (iv) No vehicle shall be parked on any portion of a lawn or blocking any driveway or sidewalk. A vehicle parked in a driveway must be parked entirely in the driveway so that no portion of the vehicle encroaches upon any street or sidewalk in the Common Interest Community.
- (v) No vehicle belonging to a Lot Owner or their tenants, guests or invitees shall be parked or placed in a public street within the Common Interest Community for more than forty-eight (48) cumulative hours in any seven (7) day period.
- (vi) Motorhomes, campers, caravans, trailers, and boats are permitted to be parked and/or stored on a Lot during the months of May through September; *provided, however*, that such vehicle must be parked or stored on a parking pad specifically designed for parking and/or storing such vehicles, and in a location that does not unreasonably obstruct the view enjoyed by neighboring Lots. During the months of October through April, motorhomes, campers, caravans, trailers, and boats shall only be permitted within a Lot if parked or stored within a garage or a permitted enclosed outbuilding on a Lot.
- (vii) Except as specifically permitted by **Section 9.5(vi)**, above, all other recreational vehicles (including, but not limited to, ATV's, dirt bikes, snow machines, and watercraft) shall only be permitted within a Lot if parked or stored within a garage or a permitted enclosed outbuilding on a Lot. The operation of ATV's, dirt bikes, snow machines is prohibited anywhere within the Common Interest Community.
- (viii) No vehicle shall be covered in any manner with tarpaulins or other coverings determined to be unsightly by the Executive Board in its sole discretion.
- (ix) Vehicles may not be operated or parked on any portion of the Common Elements.

Section 9.9 – Antennas and Satellite Dishes. Declarant imposes the following restrictions relating to the installation of satellite dishes and antennas provided that compliance with these restrictions does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.

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

Section 9.10 – Animals. Lot Owners may maintain animals on their Lots of the following types: domestic cats; domestic dogs; domestic birds (not poultry or fowl); gerbils, rodents, reptiles; and fish. No other animals or may be kept on the Property.

- (i) Birds, gerbils, rodents, and reptiles must be kept in cages or terrariums within the Dwelling on the Lot.
- (ii) No more than a total of two (2) dogs and/or cats, *in any combination*, are permitted per Lot. No unreasonable quantity of other animals shall be permitted.
- (iii) Animals shall not be raised or bred for commercial purposes.
- (iv) Animals demonstrating behaviors within the classifications defined in *Anchorage Municipal Code ("AMC")* 17.40.020(A), as it may be amended from time to time, and not falling within any of the exceptions contained AMC 17.40.020(B) are prohibited on the Property.

- (v) Lot Owners shall be responsible for keeping their Lot and all Common Elements free and clear of animal feces. Lot Owners shall immediately remove their animal's feces from all areas of the Common Interest Community.
- (vi) Lot Owner's shall hold the Association harmless from all claims resulting from the actions of his or her animal.
- (vii) Animals shall be licensed, vaccinated and maintained in accordance with all applicable laws and zoning ordinances.
- (viii) The provisions of the Municipal leash law (AMC 17.10.010, as it may be amended from time to time) shall be observed and animals shall be kept under control at all times. Animals shall be leashed at all times, except for animals in a fenced yard area. Animals shall be licensed, vaccinated and maintained in accordance with Municipal law.
- (ix) Lot Owners shall contain and control their animals to the extent necessary to prevent their animal from creating or becoming a nuisance as defined and described in AMC 17.10.015, as it may be amended from time to time. Animals causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the animal owner fails to honor such request, the Executive Board may remove the offending animal.

Section 9.11 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "Garbage") shall be disposed of only by depositing the same in sanitary covered trash containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of Garbage shall be kept in clean and sanitary condition. Garbage containers shall not be visible to adjacent Lots or to the public from the street, except when placed outside for collection the evening before or the day of garbage pick-up. No outside burning of trash or garbage is permitted.

Section 9.12 – Storage of Materials. For purposes of this **Article IX**, "Materials" shall mean lawn and other yard tools and equipment, building materials, junk or scrap metal, wood piles, scrap wood, pallets, plows, machinery or parts thereof, vehicle parts, tires, furniture, appliances, motors, batteries, or any other similar items.

- (i) Any Materials stored on a Lot shall be stored in a safe and neat fashion, and shall not be visible from the street or from nearby Lots or Dwellings.

- (ii) No part of the Property may be used for storage of Materials or merchandise used or to be sold in a business trade; provided, however, that Materials or merchandise used in permitted home occupations may be stored within the Dwelling on a Lot.

Section 9.13 - Storage of Personal Property. No storage of personal property shall be permitted outside of a Dwelling or shed on a Lot, except within a fenced yard or upon a deck or porch attached to the Dwelling. Personal property stored on a deck or porch shall be stored in a safe and neat fashion.

Section 9.14 - Playground or Recreational Equipment. Playground or recreational equipment such as hockey or soccer nets, swing sets, slides, play structures, sandboxes, trampolines, hot tubs, spas or similar items shall only be permitted with a fenced yard on a Lot. Notwithstanding the foregoing: (a) permanent basketball hoop fixtures may be attached to a Dwelling adjacent to the driveway; and (b) portable basketball hoops are permitted in a driveway during the months of April through October.

Section 9.15 – Temporary Structures and Mobile Homes. Except for temporary storage of equipment and building materials during the construction of an Improvement on a Lot, no temporary Dwelling or any structure of a temporary character, including without limitation a tent, shack, shed or trailer, shall be erected or maintained on any Lot. No mobile, modular or manufactured home or any structure having the same general appearance shall be permitted on any Lot. No temporary moveable structures may be used as a residence.

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

- (i) Overnight camping or the erection of tents or other shelters.
- (ii) Erecting or placing structures.
- (iii) Barbecues or fires.
- (iv) The consumption of alcoholic beverages.
- (v) Disposing of lawn or yard waste.
- (vi) Disposing of Garbage.
- (vii) Disposal or storage of any Materials or personal property belonging to a Lot Owner.

- (viii) Noxious or offensive activities which may become an annoyance or nuisance causing unreasonable disturbance or embarrassment to the Common Interest Community.
- (ix) Gatherings, sport or group activities without written authorization from the Executive Board.
- (x) The operation of motorized vehicles of any type.
- (xi) The operation of bicycles outside of designated trails and pathways.
- (xii) Cutting, mowing, harvesting, or disturbing the trees, shrubbery, or other natural vegetation.

Section 9.17 – Natural Resource Operations. No mining, prospecting, crushing, milling, oil drilling, oil development operations, oil refining, gravel pits, or quarrying operations of any kind shall be permitted upon or in the Property, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or within five hundred feet (500') below the surface of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property. This provision does not include gravel excavation during the period of the time the Property is undergoing development.

Section 9.18 – Window Coverings. Window coverings shall be white, neutral or light in color when viewed from a street. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

Section 9.19 – Tarpaulin and Other Coverings. Tarpaulin products constructed of any material and of any color are prohibited coverings for any item on a Lot in view of other Lots or from the street.

Section 9.20 – Revegetation of Cleared Areas. Slash, stumps, overburden piles, surface debris and vegetation resulting from work or activity on any Lot shall be buried or removed from the Common Interest Community within thirty (30) days after the activity or work is performed. Such disturbed, cleared and exposed soil surfaces shall be reseeded or covered with landscaping or natural vegetation to prevent soil erosion and to maintain the natural beauty and aesthetic value of the Property.

Section 9.21 – Leasing. No Lot or portion thereof may be leased except by a written lease in excess of six (6) months. Each lease will be filed with the Association, and written notice given of commencement and termination of possession. Each lessee will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Lot Owner/landlord, and an opportunity to cure the violation,

and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Lot Owner who violates the restrictions of the Documents, provided the landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Hearing. A copy of all written occupancy agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements.

Section 9.22 – Transient Usage. No Lot may be used for bed and breakfast, transient, hotel or motel purposes. The lease of a Lot or any portion thereof to a corporation, business, organization or other entity for residential use by an employee of such entity is permitted only if the same employee intends to occupy the leased space for a period of at least six (6) months.

ARTICLE X
CONSTRUCTION, ARCHITECTURE AND DESIGN RESTRICTIONS:
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 10.1 – Declarant Reserved Rights Regarding Architectural & Design Restrictions. Until such time as a Dwelling has been completed on each Lot that may be created within the Common Interest Community, the Declarant shall be the initial and sole authority regarding design and architectural restrictions, and the approval of Improvements, additions or alterations in accordance with this **Article X**. After a Dwelling has been completed on Each Lot that may be created within the Common Interest Community, the Executive Board shall be responsible for reviewing and approving proposed Improvements, additions or alterations on a Lot in accordance with the requirements of this **Article X**.

Section 10.2 – Approval of Improvements, Additions, and Alterations.

- (a) In order to maintain architectural integrity and design harmony within the Common Interest Community, and to preserve the value, attractiveness, livability and desirability of the Common Interest Community, certain objective standards as set forth below, and certain subjective qualities, must be controlled. Subjective qualities include but are not limited to: exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed Improvements with the topography of the Common Interest Community and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual contractors. Therefore, the Declarant (or the Executive Board, as applicable) shall review these subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether said

Improvements are consistent with the value, attractiveness, livability and desirability of the Common Interest Community. The Declarant (or the Executive Board, as applicable) may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The Declarant (or the Executive Board, as applicable) may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review shall not relieve the Lot Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration.

- (b) Prior to commencing construction of Improvements, fencing, landscaping, clearing or site grading on a Lot, including but not limited to, clearing and excavation, a Lot Owner shall obtain the written approval from the Declarant (or the Executive Board, as applicable) of the exterior design, exterior materials, and exterior appearance of the proposed Improvement(s) or landscaping. No alterations to the approved plan may occur without first obtaining approval for the proposed alterations or changes.
- (c) No permission or approval shall be required to rebuild a Dwelling or ancillary structure in substantial accordance with the original design and construction, to repaint in accordance with an originally approved color scheme, or to repaint or remodel the interior of any Dwelling.
- (d) The Improvements on Lots must comply with all applicable ordinances of the Municipality of Anchorage. In the event that the provisions of this **Article X** are more restrictive than the restrictions of the Municipality of Anchorage, then the restrictions of this **Article X** shall apply.
- (e) Additional design guidelines and specifications for construction and development of Lots may be adopted by the Declarant (or the Executive Board, as applicable) that are consistent with those set forth in this **Article X**.

Section 10.3 - Types of Structures and Size Restrictions. Lots are restricted to the types and numbers of structures as set forth in this **Section 10.3**.

- (a) *Dwelling.* Lots shall be restricted to one (1) single family Dwelling, with a minimum indoor living area of one thousand square feet (1,000 sq. ft.) of gross floor area, exclusive of porches, garages, patios or decks. All Dwellings must be constructed on a permanent foundation.
- (b) *Dwelling Exterior.* Each Dwelling shall have finished siding. At least one side of the Dwelling shall be finished with siding which is of a grade superior to T1-11.

- (c) *Accessory Dwelling Units.* Accessory Dwelling Units shall not be permitted on a Lot.
- (d) *Outbuildings.* In accordance with the requirements of this **Section 10.3(d)**, not more than two (2) outbuildings are permitted per Lot.
 - i. Outbuildings shall be defined as sheds, greenhouses, workshops, garden or tool sheds, dog houses and other animal enclosures, or similar such structures. Quonset huts, trailers, lean-tos, tents, shacks, or other such structures are prohibited.
 - ii. Outbuildings may be in the side or rear yard and shall not be further forward on the Lot than the front of the Dwelling.
 - iii. The exterior of an Outbuilding, including the structure, color and architectural appearance shall complement the structure and architectural appearance of the Dwelling.
 - iv. No Outbuilding may be erected until the plans for such Outbuilding have been approved, in writing, by the Declarant (or the Executive Board, as applicable).
- (e) *Garages.* Garages shall be attached to the Dwelling on the Lot and shall be large enough to fit two (2) full size passenger vehicles.
- (f) *Driveways.* All driveways, walkways and parking areas shall be either paved or surfaced in D-1 rock or gravel. Driveways shall be kept clean and clear of all oil drippings, stains, or other unsightly vehicle byproducts or discharge.

Section 10.4 – Time for Completion. Construction of a Dwelling or other Improvement, including any landscaping on a Lot, shall be completed within **fourteen (14) months** after the issuance of a building permit for such construction. For purposes of this Article, completion of construction means the completion of all exterior siding, painting and landscaping to be performed on the Lot. The Executive Board may extend this timeframe on a case by case basis.

During the course of construction or landscaping, the Lot Owner, or the Lot Owner's contractor, is responsible for protection of pavements, curbs, walkways, streets, shoulders, utility structures and landscaping contiguous to, in the vicinity of, or leading to the construction area, from damage. The Lot Owner, or the Lot Owner's contractor, shall correct any disturbance or damage caused to the pavement, curbs, walkways, streets, shoulders, utility structures or landscaping. The Lot Owner shall also keep the road right-of-way and driveways reasonably clear of equipment, building materials, dirt, debris and similar items.

ARTICLE XI
EASEMENTS AND LICENSES

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

ARTICLE XII
COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS

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

Section 12.2 – Relocation of Boundaries Between Lots. Subject to the approval of the Municipality of Anchorage, the boundaries between adjoining Lots may be relocated by an amendment to the Declaration upon application to the Association by the Lot Owners of the Lots affected by the relocation. There shall be no reallocation of the Allocated Interests of the Lots affected by the relocation. The Association shall consent to the reallocation and prepare an amendment to the Declaration and Plat that identifies the Lots involved and shows the relocation of the boundaries of such Lots. The amendment must be executed by those Lot Owners and the approval of all holders of Security Interests in the affected Lots shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The applicants will pay for the costs of preparation of the amendment and Plat, recording costs and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XIII
AMENDMENTS TO DECLARATION

Section 13.1 – General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or other reserved rights in accordance with **Article VII**; the Association under Section 34.08.740 (Eminent Domain) of the Act; or by certain Lot Owners under **Article XII** (Relocation of Boundaries between adjoining Lots); or Section 34.08.260 (Termination of Common Interest Community) of the Act, the Declaration may be amended only by vote or agreement of Lot Owners to which at least **sixty-seven percent (67%)** of the votes in the Association are allocated, unless a higher percentage is required under the Act.

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

the Association designated for that purpose or, in the absence of designation, by the president of the Association.

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

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

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

ARTICLE XIV **AMENDMENTS TO BYLAWS**

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

ARTICLE XV **TERMINATION AND MERGER**

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

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

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

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

- (a) Any Common Expense for services provided by the Association to an individual Lot, either required by the Declaration or provided at the request of the Lot Owner, shall be assessed against the Lot which benefits from such service.

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

Section 16.3 – Lien.

- (a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

- (b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of the Declaration; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is also prior to all Security Interests described in (2) of this Subsection if the Common Expense assessment based on the periodic budget adopted by the Association, pursuant to **Section 16.4** of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.
- (c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if a Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.
- (e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.
- (f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.
- (g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.
- (h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all

sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 16.4**.

- (j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under **Section 16.3(b)**, above. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses for which all the Lot Owners, excluding the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.
- (k) Any payments received by the Association to discharge a Lot Owner's obligation may be applied to the oldest balance due.
- (l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.
- (m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in **Subsection (j)**, above.

Section 16.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a Majority of all Lot Owners rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 16.5 – Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **Section 16.2**, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expenses to the Lot Owners for their consideration and comment in the same manner as a budget under **Section 16.4**, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 16.6 – Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the

amount of unpaid assessments against his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 16.7 – Payment of Common Expenses. All Common Expenses based on the periodic budget adopted by the Association pursuant to **Section 16.4** shall be due and payable annually.

Section 16.8 – Acceleration of Common Expense Assessments. In the event of a default for a period of sixty (60) days by any Lot Owner in the payment of any Common Expense assessment levied against his or her Lot, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Section.

Section 16.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of the first Lot to a Lot Owner occurs, except that reasonably reduced assessments may be allocated to any unsold Lots, for a period not exceeding sixty (60) days after conveyance of the first (1st) Lot in each phase. Said reduction in Declarant assessments for unsold Lots include management fees and any other costs deemed unnecessary for unsold Lots.

Section 16.10 – No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessments are made.

Section 16.11 – Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

Section 16.12 – Capitalization of the Association. At the closing of a Lot, each Lot Owner shall be required to pay an amount equal to two (2) months of the Common Expense assessment, at the rate in effect at the time of the sale, in order to establish the *working capital fund*, which is to be used until there are sufficient funds from the Common Expense assessments to cover all on-going operating expenses. Such payments to this fund shall not be considered *advance payments* of the Common Expense assessments. Each Lot's share is collected at the time the sale of the Lot is closed, and then transferred to the Association for deposit to a segregated fund. Within sixty (60) days after conveyance of the first (1st) Lot from Declarant to a Lot Owner, the Declarant shall pay each unsold Lot's share of the working capital fund to the Association. Declarant shall be reimbursed for this payment from the funds collected at closing when the unsold Lots are sold. The working capital fund may be discontinued when the following occurs: (1) the Declarant has completed its transfer of control to the Association; and (2) the Association has demonstrated, at a minimum, a two (2) year history of financial viability to

include the establishment of adequate reserves.

ARTICLE XVII
RIGHT TO ASSIGN FUTURE INCOME

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

ARTICLE XVIII
PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT

Section 18.1 – Compliance with the Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

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

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

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

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

ARTICLE XIX
INSURANCE

Section 19.1 – Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners at their last known address.

Section 19.2 – Property Insurance.

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

Section 19.3 – Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

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

mailed to the Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 19.4 – Fidelity Insurance. The Association shall obtain a fidelity insurance policy.

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

Section 19.6 – Directors and Officers Liability Insurance. The Executive Board shall obtain and maintain Directors and officers liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

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

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

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

Section 19.10 – Lot Owner Insurance. Lot Owners shall maintain insurance covering the insurable Improvements located within their Lot and liability arising from the conduct of Persons on their Lot. The amount of coverage and the deductible for such insurance shall be at the discretion of the Lot Owner.

ARTICLE XX

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

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

Section 20.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given in writing and shall be delivered personally or by mail, not less than **ten (10) days** before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

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

ARTICLE XXI **EXECUTIVE BOARD**

Section 21.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in the Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but are not limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, independent contractors, and agents, other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the

Association's name on behalf of the Association or two (2) or more Lot Owners on matters affecting the Common Interest Community;

- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements and of signage for the Common Interest Community;
- (i) Cause additional Improvements or real property to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section AS 34.08.430 of the Act;
- (k) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Lot Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, the filing and recording of a plat or plan that accompanies an amendment, resale certificates, or a statement of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or the Bylaws;
- (r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other power necessary and proper for the governance and operation of the Association; and

- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 21.2 – Shared Use and Maintenance Agreements. Sonoma Glen East is located adjacent to Sonoma Glen, a condominium form of common interest community created pursuant to the Declaration of Sonoma Glen, recorded May 13, 2014 as Serial No. 2014-017953-0, together with Plat No. 2014-37, and all amendments thereto ("Sonoma Glen"). Sonoma Glen Owners Association, Inc. is the Association of Unit Owners in Sonoma Glen.

The Executive Board shall have the right to enter into reasonable use, maintenance and cost sharing agreements with Sonoma Glen Owners Association, Inc., to allow for the shared use and maintenance of common elements within Sonoma Glen and Sonoma Glen East. Any such agreements shall be recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Section 21.3 – Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

Section 21.4 – Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after such meeting.

Section 21.5 – Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.

Section 21.6 – Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

ARTICLE XXII

EXECUTIVE BOARD MEETINGS

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

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

Section 22.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXIII
CONDEMNATION

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

ARTICLE XXIV
MISCELLANEOUS

Section 24.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 24.2 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 24.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 24.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 24.5 – Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act. In the

event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 24.6 – Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association.

Section 24.7 – Violations of Restrictions. The Association may assess fines for violations of any restriction of the Declaration in accordance with Rules adopted by the Association and amended from time to time.

Section 24.8 - Association Not a Guarantor of Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Property safer than it otherwise might be.

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

ARTICLE XXV

MEDIATION & ARBITRATION

Section 25.1 - Mediation Clause. No Lot Owner shall commence an arbitration proceeding under the provisions of **Section 25.2** below, unless such Lot Owner shall first give a written notice ("**Dispute Notice**") to the Association stating the nature of the dispute. The parties shall attempt in good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association in effect on the date of the Dispute Notice. If the dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, the dispute shall be determined by arbitration in accordance with the provisions of **Section 25.2**.

Section 25.2 - Arbitration Clause. Any controversy, claim, counterclaim or dispute ("**Claim**") of whatever nature arising between Lot Owners or between Lot Owners and the

Association, including but not limited to, those arising out of or relating to the Declaration and associated Documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **Section 25.1** above shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and, if applicable, Title 9 of the U.S. Code. All claims will be subject to the statutes of limitation applicable if they were litigated.

If arbitration occurs, one neutral arbitrator will decide all issues unless any Claim is \$100,000.00 or more, in which case three neutral arbitrators will decide all issues. All arbitrators will be active Alaska State Bar members in good standing. In addition to all other powers, the arbitrator(s) will have the exclusive right to determine all issues of arbitrability. Judgment on any arbitration award may be entered in any court with jurisdiction.

The arbitrator(s) shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The decision of the arbitrator shall be final and binding and judgment may be entered thereon in any court with jurisdiction. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs including reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

If any Lot Owner or the Association institutes any judicial proceeding, such action will not be a waiver of the right to submit any Claim to arbitration. In addition, each Lot Owner and the Association have the right before, during, and after any arbitration to exercise any of the following remedies, in any order or concurrently: (i) setoff, (ii) self-help repossession, (iii) judicial or non-judicial foreclosure against real or personal property collateral, (iv) provisional remedies, including injunction, appointment of receiver, attachment, claim and delivery, and replevin.

This arbitration clause cannot be modified or waived by any Lot Owner or the Association except in a writing that refers to this arbitration clause and is signed by all parties to the Claim.

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed this ____ day of _____, 2022.

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

SCHEDULE A-1
DESCRIPTION OF THE COMMON INTEREST COMMUNITY

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

Lots 1-44, Block 1, SONOMA GLEN AT WESTPARK, PHASE 4 AND 5, according to the official plat thereof, Plat No. _____, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 1-26, Block 2, SONOMA GLEN AT WESTPARK, PHASE 4 AND 5, according to the official plat thereof, Plat No. _____, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

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

Tracts 1F-1, 1F-2, 1F-3, 1F-4, 1F-5, 1F-6 and 1F-7, SONOMA GLEN AT WESTPARK, PHASES 4 AND 5, according to the official plat thereof, Plat No. _____, records of the Anchorage Recording District, Third Judicial District, State of Alaska, and which is labeled on **Schedule A-3** as *Subject to Development Rights*.

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

1. *****

[SCHEDULE A-2 APPEARS ON THE FOLLOWING PAGE]

SCHEDULE A-2
TABLE OF INTERESTS

<u>Plat No.</u>	<u>Lot</u>	<u>Block</u>	<u>Percentage Liability for Common Expense*</u>	<u>Votes in the Affairs of the Association</u>
TOTALS	* Lots		100%	* Votes

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

SCHEDULE A-3
PLAT

SONOMA GLEN EAST

*A Planned Community located on
Lots 1-44, Block 1, Lots 1-26, Block 2 and Tracts 1F-1, 1F-2, 1F-3, 1F-4, 1F-5, 1F-6 and 1F-7,
Sonoma Glen at WestPark, Phases 4 and 5, according to the official plat thereof, Plat No. _____*

[PLANNED COMMUNITY PLAT APPEARS ON THE FOLLOWING PAGES]

SURVEYOR'S CERTIFICATE

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

I do hereby certify that the planned community plat of **Sonoma Glen East**, is a true and correct layout of the Lots and that the information as required by Alaska Statute 34.08.170 is provided for on this plat filed herewith.

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

**REVIEWING
AGENCY AND
PUBLIC
COMMENTS**

Kimmel, Corliss A.

From: Walters, Michael S.
Sent: Wednesday, August 17, 2022 7:09 AM
To: Blake, Lori A.; Kimmel, Corliss A.
Subject: 2022-0097 Request for Reviewing Agency Comments

RECEIVED

AUG 17 2022

All:

ROW has the following comments for case number 2022-0097:

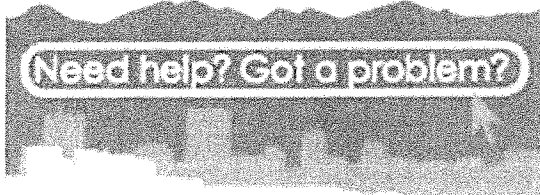
ROW has no comment or objections on the proposed action.

Regards,

Michael S Walters
Senior Plan Reviewer
Right of Way Section
michael.walters@anchorageak.gov
Office: 907-343-8197
Cell: 907-727-7637
Fax: 907-249-7910

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MEMORANDUM

DATE: August 15, 2022
TO: Dave Whitfield, Planning Manager, Planning Section, Planning Division
FROM: Seth Wise, Engineering Technician III, Planning Section, AWWU
RE: Zoning Case Comments
Decision date: September 12, 2022
Agency Comments due: August 15, 2022

RECEIVED

AUG 15 2022

AWWU has reviewed the materials and has the following comments:

2022-0097 TRACT A-1A, ADAMSVILLE SUBDIVISION (PLAT 2021-103), Major Site Plan Review for a self-storage facility in the B-1B SL (Community Business) District with Special Limitations (AO 2021-79), Grid SW2323.

1. AWWU water and sanitary sewer are available to this tract.
2. Water and sewer main extensions will be necessary to serve the developments in Phases 4 and 5 of this project.
3. AWWU has no comments or objections to this Major Site Plan Review.

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





MEMORANDUM

DATE: August 12, 2022

TO: Current Planning Division Supervisor,
Planning Department

THRU: Kristen A. Langley, Traffic Safety Section Supervisor,
Traffic Engineering Department

FROM: Randy Ribble PE, Assistant Traffic Engineer

**SUBJECT: 2022-0097 Conditional Use Planned Unit Development
Design Variance for Opens Space Requirements
Design Variance for Building separation requirements**

RECEIVED

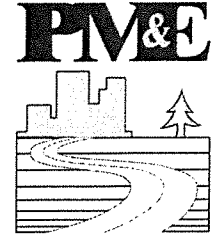
AUG 12 2022

Traffic Engineering has no objection to the approval of this Conditional Use with the following comments. The proposed plan unit development is requesting smaller lot sizes that provides for varying lot widths along the proposed rights of ways. This could create issues with location of driveways between adjacent lots. Traffic Engineering has proposed a plat note with the concurrent platting action requesting review of access to lots with less than 40 feet of proposed frontage at time of development on the lot.

Traffic Engineering has no objection to the requested variances as there is no impact to the adjacent rights of way or lot access if the variances are approved.



Municipality of Anchorage
Project Management and Engineering
MEMORANDUM



RECEIVED

DATE: August 11, 2022
To: Dave Whitfield
FROM: Kyle Cunningham
SUBJECT: Cases 2022-0087, 2022-0097, 2022-0099, 2022-0100, & S12691: Comments
from Watershed Management Services.

AUG 11 2022

Watershed Management Services (WMS) has the following comments for the September 12, 2022 Planning and Zoning Commission hearing:

- 2022-0087 – Tract A-1A, Adamsville Subdivision (Plat 2021-103);
 - Portions of this lot are located in the floodplain as determined by the Federal Emergency Management Agency. WMS requests the addition of the following plat note:
 - “Portions of this subdivision are situated within the flood hazard district as it exists on the date hereof. The boundaries of the flood hazard district may be altered from time to time in accordance with the provisions of Section 21.07.020.E (Anchorage Municipal Code). All construction activities and any land use within the flood hazard district shall conform to the requirements of Anchorage Municipal Code, Chapter 21.07.020.E or any future revision.”
- 2022-0097 – Tract 1F, Sonoma Glen at WestPark, Phase 2 (Plat 2019-96);
 - WMS has no comments on or objections to this request.
- 2022-0099 – Township 12 North, Range 4 West, Section 1 NW4NW4 PTN, Seward Meridian; Tracts 3A & 3B International East Subdivision (Plat 99-10); Tract B, Connor’s Lake Subdivision (Plat 85-130).
 - WMS has no comments on or objections to this request.
- 2022-0100 – Township 12 North, Range 4 West, Section 1, NW4NW4 PTN, Seward Meridian;
 - WMS has no comments on or objections to this request.
- S12691 – Tract 1F, Sonoma Glen at WestPark, Phase 2 (Plat 2019-96);
 - WMS has no comments on or objections to this request.

MUNICIPALITY OF ANCHORAGE



Development Services Department

Private Development Section

Mayor Dave Bronson

RECEIVED

MEMORANDUM

AUG 08 2022

Comments to Planning and Zoning Commission Applications/Petitions

DATE: August 8, 2022
TO: Shawn Odell, Senior Planner
FROM: Judy Anunciacion, Private Development Engineer
SUBJECT: PZC Case 2022-0097

Case 2022-0097 – Request for: a) Conditional Use for a Planned Unit Development (proposed Sonoma Glen at WestPark, Phases 4 and 5); b) Design Variance from AMC Title 21 Section 21.07.110H.2.b.i. seeking relief from Open Space requirements; and c) Design Variance from AMC Title 21 Section 21.07.110.H.c.v. seeking relief from building separation requirements.

Department Recommendations: Private Development has no objection to the Conditional Use for a Planned Unit Development (proposed Sonoma Glen at WestPark, Phases 4 and 5).

Private Development has no objection to the design variance from AMC Title 21 Section 21.07.110H.2.b.i. seeking relief from Open Space requirements.

Private Development has no objection to the design variance from AMC Title 21 Section 21.07.110.H.c.v. seeking relief from building separation requirements.



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

**Department of Transportation and
Public Facilities**

Program Development and Statewide Planning
Anchorage Field Office

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

RECEIVED

AUG 08 2022

August 8, 2022

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

[Sent Electronically]

Re: MOA Zoning Review

Dear Mr. Whitfield:

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

- **2022-0092 – John Wells 1952 Addition, Blk 3, LT 7 (E 86th Ave btwn Arlon St and Lake Otis Pkwy)**
- **2022-0097 – Tract 1F, Sonoma Glen at WestPark, Plat 2019-96 CUP (Sand Lake Rd and W Dimond Blvd)**
 - Please note DOT&PF has no comments or objections on the proposed conditional use to create fee simple lots, however DOT&PF does have comments on the associated platting action S12691 (see comments on the Plat Review Letter associated with this case)

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

- **2022-0087 Adamsville Subdivision Tract A-1A (6411 Debarr Rd)**
 - Change of use voids existing ROW access. Applicant will need to apply for a new ROW approach road permit. Permits can be applied for at DOT&PF's ePermit website at: <https://dot.alaska.gov/row/Login.po> Please contact DOT&PF ROW Agent Gabe Kutcher (907) 269-0691 email: gabe.kutcher@alaska.gov for questions regarding access permits.
 - The properties current access conflicts with DOT&PF driveway design standards and interferes with the functional area of the intersection at Beaver Pl. DOT&PF's driveway standards can be found in section 1190 of the Alaska Highway Preconstruction Manual.
 - DOT&PF requires the property access be moved to the eastern side of the property out of the functional area of the signalized intersect of Beaver Pl. Additionally, moving the

"Keep Alaska Moving through service and infrastructure."

access to the east side of the property will allow for connection to E 12th Ave and provide alternate access for the future proposed housing development on the southern portion of this lot and allow for access to the signalized intersection at Turpin for eastbound traffic.

- Obliterate current access and restore curb and pedestrian facilities.

- **2022-0099 PTN.NW4NW4, SEC 1, R4W, T12N, S.M. (West Anchorage Snow Disposal Site) CUP for Land Reclamation**
 - DOT&PF has no objection to the CUP for land reclamation as it pertains to the new snow disposal site.
- **2022-0100 PTN.NW4NW4, SEC 1, R4W, T12N, S.M. (West Anchorage Snow Disposal Site) CUP for Snow Disposal Site**
 - DOT&PF has no objection to the CUP for the creation of the new snow disposal site.

Comments pertaining to both case **2022-0099** and case **2022-0100**:

- No direct access to Minnesota Drive (Walter J. Hickel Pkwy) will be permitted.
- No additional drainage to DOT&PF facilities.
- Any work or construction within the DOT&PF right of way will require approval from the DOT&PF ROW property management.
- No permanent structures or alterations will be permitted within the DOT&PF right of way. Submitted site plans show portions of the containment berm and trail abutting DOT&PF right of way. DOT&PF advises the Municipality, their contractors, and consultants to verify feature locations and construction limits as design plans progress and during the construction process.
- DOT&PF has moose exclusion fencing installed along Minnesota Dr with one way moose escape gates installed along its length. One of those moose gates is directly across from the proposed berm trail on the east side of the project. The site plan shows six-foot security fencing between the snow dump and the trail. This creates a fenced corridor with limited escape routes, that in places are less than 100 feet wide. DOT&PF recommends the Municipality consider potential user-wildlife conflicts in this area and potential mitigation strategies.

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

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

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

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

Sincerely,



Mark Eisenman
Anchorage Area Planner, DOT&PF

cc: Scott Thomas, P.E., Regional Traffic Engineer, Traffic Safety and Utilities, DOT&PF
Sean Baski, P.E., Highway Design Group Chief, DOT&PF
Paul Janke, P.E., Regional Hydrologist, Hydrology DOT&PF
Mark Eisenman, Anchorage Area Planner, DOT&PF
Danika Simpson, Property Management Supervisor, Right of Way

Kimmel, Corliss A.

From: Wilson, Karleen K.
Sent: Tuesday, August 2, 2022 1:31 PM
To: Kimmel, Corliss A.; Blake, Lori A.
Subject: FW: 2022-0097 Reviewing Agency Comments
Attachments: 2022-0097 Routing Coversheet.pdf

RECEIVED

AUG 02 2022

No comments.

Karleen Wilson
MOA Addressing Official
907.343.8168
[MOA Official Address Map](#)

From: Stewart, Gloria I. <gloria.stewart@anchorageak.gov>
Sent: Friday, July 29, 2022 12:54 PM
Cc: Stewart, Gloria I. <gloria.stewart@anchorageak.gov>
Subject: 2022-0087, 0097, 0099, 0100 & S12691 Request for Reviewing Agency Comments

Hello all. Attached please find our Routing Coversheets for the above referenced cases which are scheduled as Public Hearings before the Planning and Zoning Commission on 09/12/22. Routing Materials can be viewed by clicking on the links below, scrolling to bottom of page and selecting Reviewing Agency Routing preceded by the case number of interest. **PLEASE REMIT COMMENTS EITHER BY MAIL OR EMAIL AS FOLLOWS:** by email to Corliss Kimmel & Lori Blake (corliss.kimmel@anchorageak.gov & lori.blake@anchorageak.gov) or by USPS to the address listed in the upper right hand corner of the Routing Cover Sheet.

- 2022-0087 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17620>.
- 2022-0097 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17639>.
- 2022-0099 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17642>.
- 2022-0100 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17643>.
- S12691 <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17637>.



Planning Department
MUNICIPALITY OF ANCHORAGE

Gloria I. Stewart
Senior Planning Technician *
Planning Department
Current Planning Division - Zoning & Platting
Email: gloria.stewart@anchorageak.gov
Phone: (907) 343-7934
4700 Elmore Road, Anchorage, AK 99507
www.muni.org/planning

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7943



01129137000
PITZ SHIRLEY & STOLPMAN JOHN
5904 JAN MARIE DR
ANCHORAGE, AK, 99502

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AUG 26 2022

NOTICE OF PUBLIC HEARING: Monday, September 12, 2022

The Municipality of Anchorage Planning and Zoning Commission will consider the following:

CASE: 2022-0097 9950234009 0007 |||
PETITIONER: Sonoma Glen Development, LLC
REQUEST: Requests for: a) Conditional Use for a Planned Unit Development (proposed Sonoma Glen at WestPark, Phases 4 and 5); b) Design Variance from AMC Title 21 Section 21.07.110H.2.b.i. seeking relief from Open Space requirements; and c) Design Variance from AMC Title 21 Section 21.07.110.H.c.v. seeking relief from building separation requirements.
TOTAL AREA: 27.75 acres
SITE ADDRESS: N/A
LOCATION: Generally located east of Westpark Drive, south of Big Bend Loop, west of Sand Lake Road and north of West Dimond Boulevard
CURRENT ZONE: R-1A Single-Family Residential (larger lot) District
COM COUNCIL(S): Sand Lake
LEGAL DESCR: Tract 1F, Sonoma Glen at WestPark, Phase 2 (Plat 2019-96)

New Public Hearing Process: The Planning and Zoning Commission will hold a public hearing on the matter stated above no earlier than 6:30 pm on September 12, 2022 at Z.J. Loussac Library, Assembly Chambers, 3600 Denali Street. The hearing will be broadcast live on both Channel 9 and at <http://www.muni.org/watchnow>. While remote participation is encouraged, in-person attendance is now permitted. To provide verbal testimony, email PlanningPhoneTestimony@anchorageak.gov by 2:00 p.m. the day of the meeting with your name, phone number, and requested agenda item(s). The subject line should read "Phone Testimony". The Secretary will phone you during the public hearing at the number you provide. Individuals will have 3 minutes to testify, and representatives of groups will have 5 minutes..

PLEASE DO NOT EMAIL CASE COMMENTS TO THIS EMAIL ADDRESS.

If you would like to comment on the petition, this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Planning Department, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call 343-7931; FAX 343-7927. Case information may be viewed online at <http://www.muni.org/CityViewPortal>. Written comments on public hearing cases will be accepted up until 1:00 p.m. on the last business day before the meeting date. After that time, anyone wishing to submit comments must attend the meeting to testify at the public hearing.

We strongly object to the waivers for open space and building separation requirements for this new development. With all these tightly packed houses it's important for homeowners to have adequate space for privacy and open spaces for recreation.

Our biggest objection with this plan is the fact that there is no road access from either Sand Lake Rd or Dimond Blvd. As homeowners in the development (Heather Wood) just to the west of this we hear excessive noise and experience fast moving traffic along Westpark due to construction activity and loud homeowner vehicles. Please put in another road access for all the people living in Sonoma Glen and Heather Wood.

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7943



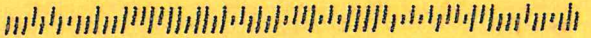
01129108000
PAULSON ROBERT A & MARJORIE S REVOCABLE TRUSTS 50% EACH PAULSON
ROBERT & M S TRUSTEES
5950 W DIMOND BLVD
ANCHORAGE, AK, 99502-4004

RECEIVED

AUG 26 2022

NOTICE OF PUBLIC HEARING: Monday, September 12, 2022

The Municipality of Anchorage Planning and Zoning Commission will consider the following:

CASE: 2022-0097 99502-4004 0007 

PETITIONER: Sonoma Glen Development, LLC
REQUEST: Requests for: a) Conditional Use for a Planned Unit Development (proposed Sonoma Glen at WestPark, Phases 4 and 5); b) Design Variance from AMC Title 21 Section 21.07.110H.2.b.i. seeking relief from Open Space requirements; and c) Design Variance from AMC Title 21 Section 21.07.110.H.c.v. seeking relief from building separation requirements.
TOTAL AREA: 27.75 acres
SITE ADDRESS: N/A
LOCATION: Generally located east of Westpark Drive, south of Big Bend Loop, west of Sand Lake Road and north of West Dimond Boulevard
CURRENT ZONE: R-1A Single-Family Residential (larger lot) District
COM COUNCIL(S): Sand Lake
LEGAL DESCR: Tract 1F, Sonoma Glen at WestPark, Phase 2 (Plat 2019-96)

New Public Hearing Process: The Planning and Zoning Commission will hold a public hearing on the matter stated above no earlier than 6:30 pm on September 12, 2022 at Z.J. Loussac Library, Assembly Chambers, 3600 Denali Street. The hearing will be broadcast live on both Channel 9 and at <http://www.muni.org/watchnow>. While remote participation is encouraged, in-person attendance is now permitted. To provide verbal testimony, email PlanningPhoneTestimony@anchorageak.gov by 2:00 p.m. the day of the meeting with your name, phone number, and requested agenda item(s). The subject line should read "Phone Testimony". The Secretary will phone you during the public hearing at the number you provide. Individuals will have 3 minutes to testify, and representatives of groups will have 5 minutes..

PLEASE DO NOT EMAIL CASE COMMENTS TO THIS EMAIL ADDRESS.

If you would like to comment on the petition, this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Planning Department, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call 343-7931; FAX 343-7927. Case information may be viewed online at <http://www.muni.org/CityViewPortal>. Written comments on public hearing cases will be accepted up until 1:00 p.m. on the last business day before the meeting date. After that time, anyone wishing to submit comments must attend the meeting to testify at the public hearing.

**ALL DOCUMENTS LISTED ON THIS AGENDA ARE AVAILABLE ONLINE AT www.muni.org/watchnow.
FOR AUXILLARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE, PLEASE CONTACT THE MEETING SECRETARY TO REQUEST REASONABLE ACCOMMODATIONS AT 343-7576; FAX 343-7927**

SPACE & BUILDING REQUIREMENTS ARE THERE FOR IMPORTANT SAFETY REASONS. PLEASE DON'T JEOPARDIZE NEIGHBORHOOD FIRE, HEALTH, AND STREET SAFETY FOR THE GREED OF A FEW.

**POSTING
AFFIDAVIT**



AFFIDAVIT OF POSTING

CASE NUMBER: 2022-0097

I, *Cody Borslund* hereby certify that I have posted a Notice as prescribed by Anchorage Municipal Code 21.03.020H.5. on the property that I have petitioned for Conditional Use. The notice was posted on 8/19/22 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 19 day of Aug, 2022.

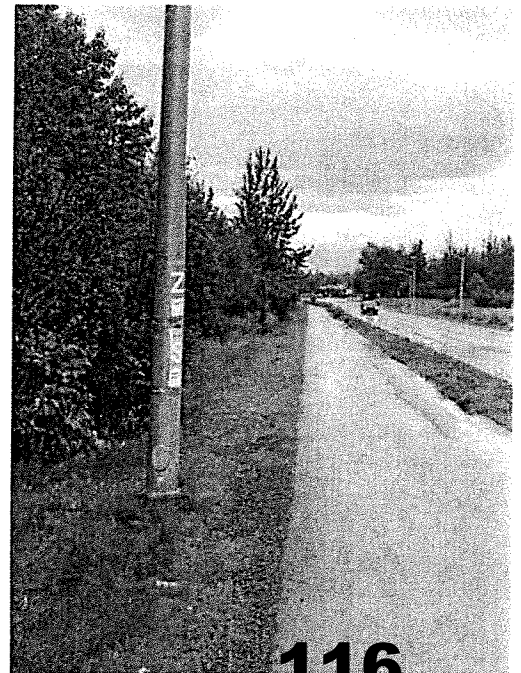
Cody Borslund
Signature

LEGAL DESCRIPTION

Tract or Lot: 1F

Block: _____

Subdivision: Sonoma Glen at Westpark



**SUPPORTING
INFORMATION**

MUNICIPALITY OF ANCHORAGE
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2011-014

A RESOLUTION APPROVING A FINAL CONDITIONAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) IN THE R-1A DISTRICT IN ACCORDANCE WITH AMC 21.50.020 AND 21.50.130 WHICH WILL ALLOW 216 DWELLING UNITS, A DENSITY OF 5.4 DWELLING UNITS PER ACRE (DUA), PER AN APPROVED SITE PLAN, ON A 40 ACRE TRACT, TRACT 1, KINCAID ESTATES SUBDIVISION, GENERALLY LOCATED AT 9101 WEST PARK DRIVE.

(Case 2011-013; Tax I.D. No. 011-291-21)

WHEREAS, a request has been received from The Petersen Group, owner, for a conditional use permit to allow a PUD with a density of 5.4 DUA in the R-1A zoning district for Tract 1, Kincaid Estates Subdivision, generally located at 9101 West Park Drive;

WHEREAS, the proposed development will consist of 216 dwelling units, 76 single family units and 70 duplexes (140 units) on a single tract;

WHEREAS, the intent of a PUD is to allow for increased density and reflect:

- a. creative use of the land,
- b. imaginative architectural design,
- c. consolidation of usable open space,
- d. mixing of residential densities and housing types,
- e. enhancing the surrounding environment,
- f. Maintaining population densities that are consistent available public services and the Comprehensive Plan; and

WHEREAS, notices were published and mailed, and the, the Planning and Zoning Commission held a public hearing on this item on April 11, 2011.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Planning and Zoning Commission that:

- A. The Commission makes the following findings of fact:
 1. The proposal as conditioned and shown on the site plan meets the PUD standards of AMC 21.50.020 and 21.50.130, in particular the development shows a mixing of compatible land uses, residential densities, and housing types. The project conforms to the Comprehensive Development Plan as required by AMC 21.05. Comprehensive Plan policies 3, 7, 8, 11, 12, 16, 45, 49, 50 and 55 are applicable to and supported by this development.
 2. Although the adjoining neighborhood has single family housing, there has been the intent to allow some duplexes in Kincaid Estates, and there

is R-2A duplex zoning in Kincaid Estates. With conditions for additional landscaping and limits to the location of the duplex units proposed in this application, duplexes within Tract 1 will not be incompatible with surrounding single family uses.

3. AMC 21.45.200 talks about transition space for a conditional use, and of those types of transition or buffering the Commission talked about, the idea of additional vegetation seems to add the most value to the neighborhood. As pointed out during the hearing, this is a gravel pit fairly devoid of large vegetation, and the Commission has required fairly large caliper vegetation on the north property line, which should enhance both the existing part of WestPark and this new planned unit development.
4. The Commission has attempted to create the best possible compatibility by having single family dwellings on the north property line in response to concerns from some property owners' preference for single family continuity, and hopefully it helps alleviate concerns about any property values.
5. Mixing densities has been a successful strategy in other developments as well, such as Discovery.
6. The Commission listened to concerns from nearby residents about ground water and impacts to the residences that depend on wells. Because of past apparent connection between the use of well water during construction and impacts on arsenic or other unidentified sludge in nearby well water, the Commission specified that groundwater will not be used, and wells will not be used from this particular tract. There have been deep monitoring wells placed near the groundwater pond since West Park construction started up, and the Commission was shown evidence from that test well that nitrate levels have diminished over the years since the test well went in and construction took place, and apparently that well was placed at the suggestion of earlier studies.
7. With regard to traffic, the Commission heard concerns about the impacts to traffic since this is a denser layout than in the existing subdivision. The Commission decided that the burden of alleviating any traffic at the WestPark/West Dimond intersection should not fall on the last developer of the subdivision. The Commission heard that the overall traffic from the whole WestPark development is less than originally projected, not because of this development, but because some of the originally intended will not happen because there is open space and there is a school, which has yet to be built and is down the line some years.
8. The impacts of the project appear to have been dealt with and the community concerns appropriately addressed in the manner appropriate. The development buildout of a dusty gravel pit will be an

enhancement to the community over the middle- and long-term after construction is finished. This proposal has attractive levels of landscaping and creative use of open space, which appears to enhance the community as it is built-out.

9. The Commission approved this by a vote of 8 in favor and none opposed.
- B. The Commission APPROVES a final conditional use permit to allow 216 dwelling units, 76 single family and 70 duplexes, subject to the following conditions:

1. A Notice of Zoning Action, the Resolution of Approval, and a copy of the approved site including phasing of street construction shall be filed with the State Recorder's Office. Proof of such shall be provided to the Planning Department.

This is a final approval for a conditional use for a Residential Planned Unit Development in the R-1A Zoning District for a maximum of 216 dwelling units (5.4 dua) in a mix of single family and duplex styles, essentially as shown on the site plan, scale 1" = 60'; dated February 21 and 22, 2011, as updated and revised, prepared by Lantech, Inc. as modified by this report. This approval is subject to the standards of AMC 21.50.130 A., B., and C.

2. At each phase of the development the applicant shall submit a detailed site and landscape plan for that phase addressing the conditional use standards. The phase site plans shall be administratively reviewed. However, an increase in density or major site plan change will require either a minor or major conditional use amendment to be approved by the Planning and Zoning Commission.
3. All new utilities shall be installed underground.
4. The final condominium declaration will be provided at the time of approval of the first phase site plan.
5. Any two adjacent buildings shall be separated from each other by a distance equal to one-half the height of the taller building. Adjustments to pad locations to meet this standard may include reduction in building height, reduction in pad or footprint size, or other structural changes. The adjustment(s) shall not be made at the expense of required open space. Any adjustments in building pad locations are subject to approval by the Planning Department.
6. The applicant shall employ building construction techniques to mitigate and reduce airport noise impacts to interior noise levels in the homes.

Walls and ceiling-floor assemblies which are common to any two dwellings shall have a minimum STC [sound transmission class] acoustic rating of 55 and a minimum fire rating of one hour.

The homeowner's documents shall include a prominent statement that "The property lies between the 60 and 70 DNL (average day-night noise level) contours when the north-south airport runway is in use. These noise levels are an average and may increase. The FAA has determined that 65 DNL is the maximum appropriate DNL level for a residential neighborhood."

7. All required parking will be inside the garages or on the individual driveways at the residences and provided with an electrical outlet.
8. The required perimeter buffer landscaping, adjacent to West Park Drive, West Dimond Boulevard and Sand Lake Boulevard, shall be installed not later than August 15 of the year following the beginning of construction in phase one. Perimeter landscaping, including the existing vegetation on West Dimond and Sand Lake Boulevards shall have a minimum 25 percent evergreen trees. Landscaping along WestPark Drive shall be per the landscape plan for Kincaid Estates Subdivision, Tracts 1 through 10.

An updated concept landscape plan for all five phases of the development shall be submitted at the time of the phase 1 site plan submittal. The concept plan shall contain approximate numbers, types, and general locations of trees and shrubs.

For each phase of development, a specific landscape plan which meets the requirements of AMC 21.45.125 shall be submitted for that phase.

Landscaping in the common ownership open space areas, where there is no potential conflict with a home-site, will require a performance bond as part of the subdivision agreement. Landscaping associated with individual buildings, as shown on the phase site plans, shall be in place before a certificate of occupancy is issued for that structure.

Required landscaping will be inspected by Code Enforcement with each certificate of occupancy. All plant materials shall be guaranteed for a period of two years following the date of acceptance by Code Enforcement. Any failed plantings shall be replaced in a timely manner.

9. All construction and improvements related to this approval shall be substantially in compliance with the application, narrative, and plans on file with the department except as modified by these conditions of approval:

Solara at West Park Subdivision Planned Unit Development, site, landscaping, grading, phasing, snow storage, open space, and utility

plans; scale 1" = 60'; dated February 21 and 22, 2011, as updated and revised, prepared by Lantech, Inc.

10. This approval is subject to all standards for a Conditional Use, Residential Planned Unit Development Conditional Use, and the petitioner's application, narrative and submittals.

11. A pedestrian walkway to Tract 2 shall be constructed as part of phase 4.

The applicant shall provide a pedestrian pathway to Sand Lake Boulevard approximately in the area as shown on the site plan as part of phase 5.

12. Snow storage areas shown on the site plan are for snow removed from driveways and areas of common ownership. These snow storage areas shall be a minimum 8 feet on any dimension. Snow from individual driveways will be cleared by the homeowners association and be placed in these storage areas shown on the plan, and not in the right-of-way. Snow storage is not allowed in areas of required parking or required landscaping. This paragraph shall be included in the homeowner's documents.

The five foot wide space from back of curb to outer edge of sidewalk may be used by municipal street maintenance for snow storage when plowing the internal streets.

13. With each phase site plan, the applicant shall include a fence plan for that phase indicating a common design theme (style, material, color, etc) for all fences, whether the fence belongs to the homeowners association or to individual unit owners. Title 21.45.110 fence standards are the minimum standards which shall apply. This paragraph shall be added to the homeowner's documents.

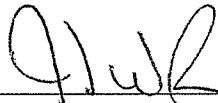
14. The south access point to West Park Drive will be built as the project begins and a turn-around or hammerhead will be built to allow for fire apparatus turn-around, essentially as shown on the short plat. The second, north, access onto West Park shall be constructed at the beginning of phase 2 and will connect to the phase 1 street, essentially as shown on the site plan. Exact timing, location and road construction standards for the second access shall be per Fire, Traffic, and PM&E standards. Final internal road standards, including sidewalks and gutters, shall be per Fire, Traffic, and PM&E standards.

15. Use trees of 4 inch caliper on the north side of the property line. These 4 inch caliper trees shall be in addition to the required landscaping for each phase of the condominium development with one per dwelling unit in addition to that required by the condominium ordinance for landscaping.

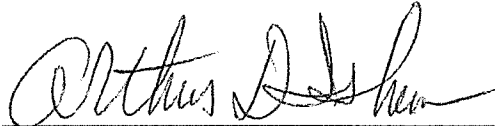
16. Only single family houses shall be located along the north side of the property.
17. No use of existing wells in this subdivision.

PASSED AND APPROVED by the Municipal Planning and Zoning Commission on the 11th day of April, 2011.

ADOPTED by the Anchorage Municipal Planning and Zoning Commission this 6th day of June, 2011. This written decision/resolution of the Planning and Zoning Commission is final and any party may appeal it within twenty (20) days to the Board of Adjustment pursuant to the Anchorage Municipal Code 21.30.030.



Jerry T. Weaver, Jr.
Secretary



Arthur D. Isham
Chair

(Case 2011-013, tax id 011-291-21)

ab