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Recording District 102 Ketchikan  
09/18/2014 03:26 PM Page 1 of 13



AFTER RECORDING, MAIL TO:

H. Clay Keene  
Keene & Currall, P.C.  
540 Water Street, Suite 302  
Ketchikan, Alaska 99901

**FOR RECORDATION IN THE KETCHIKAN RECORDING DISTRICT**

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
WHITE ROCK ESTATES, PHASE III SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions for White Rock Estates, Phase III Subdivision ("Declaration"), is made this 18th day of September, 2014 by White Rock Development LLC, an Alaska limited liability company, with a mailing address of 355 Carlanna Lake Road, Alaska 99901, herein called "Declarant."

Recitals

A. Declarant is the owner of certain real property in the Ketchikan Recording District, First Judicial District, State of Alaska, more particularly described as:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, a subdivision of Lot 4B, according to Plat No. 2014-5, filed in the Ketchikan Recording District, First Judicial District, State of Alaska.

which real property is herein collectively referred to as either the "Property" or the "Estates."

B. Declarant does not intend that Estates be subject to the Uniform Common Interest Ownership Act, AS 34.08 et. seq. There is no homeowners' association to which Estates or its lot owners are presently subject, and in any event there is no annual average common expense liability of all lot owners, and if one is to be established it will exceed \$100, as adjusted under AS 34.08.820. Estates are not subject to any development rights as defined by AS 34.08.990(14). As provided by AS 34.08.030, therefore, the Uniform Common Interest Ownership Act, is not applicable.

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

D. The power to enforce such covenants, conditions, and restrictions is to rest initially on Declarant through the establishment of a Design Review Committee as stated in Article II, Section 2.1 herein. Once at least ten (10) of the fifteen (15) lots within Estates have been acquired by owners distinct from Declarant, the Design Review Committee shall be subject to the self-governance of such owners under the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of Estates ("Property") shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, and reservations (sometimes referred to herein collectively as "Covenants, Conditions, and Restrictions"), for the purpose of protecting the value and desirability of, and to run with and continue as an encumbrance to the Property, and be binding on all persons now or hereafter having any right, title, or interest in the Property, and inuring to the benefit of all persons now or hereafter having any right, title, or interest in the Property.

## ARTICLE I DEFINITIONS

Section 1.1 "Declarant" shall mean and refer to White Rock Development LLC, plus its successors and assigns, in whole or in part, who acquire at least one (1) undeveloped lot, subject to this Declaration, for the purpose of development of such lot for purposes of a single family residence.

Section 1.2 "Lot" shall have the meaning stated in the Ketchikan Gateway Borough Code, Section 18.05.070(a)(4); and, specific to this Declaration, the term "Lot" shall refer to the parcels more particularly identified in Recital A, above, as each "Lot" therein is shown on the final plat of the White Rock Estates Phase III Subdivision, a true and correct copy of which is attached hereto as **Appendix A**.

Section 1.3 "Property" shall mean and refer to Estates herein before described.

Section 1.4 "Residential Unit" shall mean and refer to the lots, forming part of the Property intended for use and occupancy, under independent ownership, as a single family residence, and shall unless otherwise specified, include within its meaning only single family detached houses on the separately platted lots, as may be developed, used, and defined herein. For the purposes of this Declaration, a Residential Unit shall come into existence upon the substantial completion of the residence.

Section 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of (i) a fee simple absolute interest, (ii) undivided portion or part of a fee simple absolute interest, or (iii) leasehold interest (including extension options) of 40 years or more, in any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## ARTICLE II RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 2.1 Design Review Committee. Declarant shall establish a Design Review Committee consisting of not less than two (2) nor more than seven (7) Owners. Declarant shall appoint all of the original members of the Design Review Committee and all replacements so



long as Declarant is the Owner of any portion of the Property. Upon the sale or transfer by Declarant of the remaining Lots of Estates, Declarant shall transfer power to appoint or replace members of the Design Review Committee to the Owners through the recording of a duly executed document which shall reference and be indexed to the document number of this Declaration, and be titled: ***Delegation and Transfer of Design Review Committee Authority to Owners of White Rock Estates Subdivision***. At any time thereafter, the Owners of the Lots shall have the power through a duly recorded instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 2.2 New Construction, Modifications, or Alterations. The Design Review Committee shall govern the design, development, architecture, and construction of land improvements, residences, and any other improvements, upon all or any portion of the Property. No building, structure, fence, or other improvement (including re-grading of the site) shall be constructed, modified, placed, erected, repainted, altered, or made without the express approval of the Design Review Committee. Once a particular plan, improvement, or project has been approved by the Design Review Committee, the work and construction shall be performed in strict conformance with the plan, work, or project submitted to and approved by the Design Review Committee. No permission or approval shall be required to rebuild a residence or ancillary structure in substantial accordance with the original design and construction, or to repaint in accordance with an originally approved color scheme, or to repaint or remodel the interior of any residence.

Section 2.3 Design Review Procedure. Thirty (30) days prior to the start of any construction activity, including clearing or grading a site, a complete application for review by the Design Review Committee shall be delivered to:

Design Review Committee  
White Rock Estates, Phase III Subdivision  
355 Carlanna Lake Road  
Ketchikan, Alaska 99901

or such other place as may be designated from time to time by Declarant, or the Design Review Committee. The application shall include the name, address, and telephone number of the Owner seeking approval and two (2) complete sets of specific plans showing the proposed construction activity and location. The materials provided shall include at least:

- A. The nature of the improvement sought, its kind, shape, and height, and materials proposed;
- B. A site plan or "as-built survey" showing existing and proposed topography, site improvements, including proposed septic systems and property lines;
- C. Building or structure plans, including all exterior elevations and total square footage; and
- D. A schedule showing the type, color, and texture of all materials visible from the property line and adjoining residences. Samples may be required to demonstrate the appearance of the proposed improvements. Upon receipt of a submission, the Design Review



Committee may request additional information deemed necessary in order to perform a proper review of the proposal.

Within thirty (30) days of receipt of all necessary materials, the Design Review Committee shall act to approve or disapprove the proposal. In the event the Design Review Committee fails to notify the applicant within thirty (30) days, the proposal shall be deemed approved. Notification may be delivered orally, to be followed with written confirmation.

All applicants are hereby notified that approval may be subject to conditions requiring a change in the proposal (for instance, relocation of a structure, change in site grading or exterior siding, etc.), therefore absolutely no construction activity or land clearing is permissible without express approval of the Design Review Committee.

The Design Review Committee review does not imply any review of the adequacy of the plans or specifications for strength, suitability, or durability, including structural design. Neither Declarant, nor the Design Review Committee, shall be responsible for any defects in any building or structure erected in accordance with such plans and specifications; the purpose of the controls reserved hereby being to insure the conformity and harmony of such building and structures as to quality, external design, and location in relation to surrounding structures and topography.

All materials submitted to the Design Review Committee will be retained in the Design Review Committee files. Upon completion of construction, the Owner will provide an as-built survey to the Design Review Committee for retention in the Design Review Committee's files. Any changes to the approved plans before, during, or after the construction of any structure must first be submitted to the Design Review Committee for approval.

Section 2.4 Dwelling Cost, Quality, and Size. No dwelling shall be constructed on any Lot at a size less than 1,200 square feet for a ranch home and 1,800 square feet for a two story or multi-level home, of which at least 900 square feet must be on the ground floor, of gross floor area for building/living space, excluding porches, garages, covered patios, or sun decks unless the Design Review Committee expressly waives the size requirements. Any such waiver will be granted only if the Design Review Committee decides, in its sole discretion, that the proposal substantially conforms with the letter and intent of these Covenants, Conditions, and Restrictions, and the finished appearance contributes to the appearance of the entire neighborhood.

Dwellings to be constructed on any Lot shall have an architectural design acceptable to the Design Review Committee. One-story ranch homes, two-story, or multi-level buildings with at least three levels are acceptable. Split-entry and two story split entry homes, and buildings with a flat roof are not acceptable. Fully enclosed basements will not be approved by the Design Review Committee; however daylight or walkout basements may be approved. It is the intention and purpose of these standards to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded. The Design Review Committee has the sole discretion to waive the architectural limitations set forth herein.

Section 2.5 Exterior Appearance, Colors, and Materials. To ensure the development of Estates to high standards, the Design Review Committee shall be responsible for approving



exterior colors to promote a pleasing and compatible neighborhood appearance. In doing so, the Design Review Committee shall have the power to approve any exterior color and/or trim before application, may refuse to grant approval, and may make such exceptions to the choices as it deems appropriate without adversely affecting the overall appearance of the neighborhood. Overly vibrant colors will be disallowed, as will color schemes that clash with the neighborhood's overall appearance. The subject matter of approving materials is also the responsibility of the Design Review Committee. High maintenance exterior finishes, such as log oil or similar clear lacquer or varnish, shall not be allowed on the exterior of any structure. However, natural semi-transparent stains or other similar finishes which are designed to mimic clear finishes, which have been manufactured to offer longer term low maintenance, may be approved on a case by case basis, at the sole discretion of the Design Review Committee.

The color of external materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. No Owner of any Lot shall change or alter the exterior color(s) of any structure situated within or forming part of such Lot unless written application is submitted to and approved by written endorsement thereon by the Design Review Committee.

The exterior finish of each side of a home that faces a street, shall be of a horizontally placed lap siding, either of cedar or an approved wood composition lap siding, or approved equal finish as determined by the Design Review Committee. The Board will generally deny the use of T1-11 siding or material of similar appearance, quality, cost, and/or composition on the sides of a home that face the street. The remaining sides of the home may be constructed with T1-11 plywood siding installed vertically, an approved equal finish with grooves placed no wider than eight (8) inches apart, or an aesthetically equivalent or better finish, as may be approved by the Design Review Committee in its sole discretion. The Owner must take precautions to specifically blend the paint while applying it to the surface in order for the paint to appear the same color on all surfaces when dried. Other permitted exterior finishes are wood composition lap siding, vinyl siding, real brick, real stone, artificial stone if approved in advance by the Design Review Committee, stucco, or a approved equal finish. No "cinder block" type materials will be permitted, including, without limiting the generality of the foregoing, except in foundations. The application of stucco is to be used only as an accent treatment and is limited to not more than 10% of the exterior surface area of any dwelling, unless this limitation is modified by the Design Review Committee. The exterior colors must be approved by the Design Review Committee **PRIOR** to application of the paint.

All roofs shall be of a material, color, and texture approved by the Design Review Committee. No maximum or minimum pitch is specified, but approval by the Design Review Committee will be based on the visual impact of the roof on the Lot or on neighboring Lots, dwellings, roads, and open spaces. The overall appearance of the dwelling will be an important consideration.

All projections, including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project, or shall be an approved color. Any building projections must be contained within any setback restrictions.

Visual impact of garage doors will be minimized by such measures as, but not limited to, orientation of the dwelling, protective overhangs, or projections, special door facing materials,



windows or design, and/or landscaping.

Section 2.6 Mail Box/Mail and/or Newspaper Delivery Receptacle. Mail box and/or newspaper delivery receptacles will be located and shall be constructed in accordance with US Postal regulations and the Ketchikan Gateway Borough Code of Ordinances, in effect from time to time.

Section 2.7 Placement of Structures and Setbacks. The location and orientation of any and all manmade structures is subject to the approval of the Design Review Committee. No dwelling, deck, porch, or overhang or other portion of a structure may encroach into the area defined in the setback requirements contained in the Ketchikan Gateway Borough Code of Ordinances, as amended from time to time. Unless an applicable Ketchikan Gateway Borough Code of Ordinances requires a greater setback, minimum setback requirements are as follows:

Front yard:	20 feet
Side yard:	15 feet
Rear yard:	30 feet

Any conditional use or variance shall require the approval of the Ketchikan Gateway Borough Planning Commission and the approval of the Design Review Committee.

The septic tanks and drain fields may not be located within the public right-of-way(s) adjacent to or within the Property. For more information regarding septic systems, the parties shall contact the Juneau Office of the Alaska Department of Environmental Conservation at 907-465-5180 or online at: [www.dec.state.ak.us/water/wwdp/onsite/onsite.htm](http://www.dec.state.ak.us/water/wwdp/onsite/onsite.htm).

Section 2.8 Water Supply. Each Owner shall be responsible for constructing and maintaining, at Owner's expense, a supply of domestic water for a Lot by roof catchment, or any means acceptable to the Alaska Department of Environmental Conservation and the Ketchikan Gateway Borough, or any other government agency having jurisdiction thereof. No individual water supply system shall be permitted on a Lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation or such other regulations as may be promulgated by the state or local authority. The individual Owner has the responsibility to obtain approval of the system installed, and maintaining that system in compliance with all government regulations applicable thereto.

Section 2.9 Sanitary Waste Disposal. No individual sanitary waste disposal system shall be permitted on any Lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation or such other regulations as may be promulgated by the state or local authority. The individual Owner has the responsibility to obtain approval of the system installed, and to maintain that system consistent with all applicable regulations.

Section 2.10 Parking. Owners shall not park vehicles, trailers, or boats on the roads and right-of-way within the Estates. Each Lot shall be developed so to provide off-street parking for a minimum of three (3) vehicles, and to accommodate trailers and boats.

Section 2.11 Completion of Construction. Once commenced, all construction must be



pursued to completion with diligence and continuity, and in no event shall such construction period exceed two (2) years, except for certain interior unfinished areas previously approved by the Design Review Committee. During the course of construction, Owner or builder shall protect streets, shoulders, and utility structures contiguous, in the vicinity of, or leading to the construction area, from damage and shall keep pedestrian and road rights-of-way clear of equipment, building materials, dirt, debris, and similar items. No temporary building or structure shall be constructed or placed on any Lot except with the written approval of the Design Review Committee. No building shall be in any manner occupied while in the course of original construction or until substantial completion, and the building, as constructed at the time of occupancy, shall conform to the requirements of this Declaration. All other improvements shall be completed within one hundred twenty (120) days following commencement of construction.

Portions of the Estates are subject to the jurisdiction of the United States Army Corps of Engineers, herein "ACOE." Development of a Lot may first require ACOE approval and a permit. An ACOE Permit No. POA-2012-516 (herein, "Permit") was issued for the development of the right-of-way and roads within the Estates, as well as a building pad on each Lot. Development of a Lot shall be consistent with the authority stated in the Permit; and, each Owner shall be solely responsible for determining, independent of Declarant, that the Permit authorizes all development work of a Lot intended by an Owner.

Landscaping is encouraged, but is not mandatory.

Section 2.12 Fences. No fence or wall shall be erected until the plans are approved in writing by the Design Review Committee. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the front of the residence unless otherwise approved by the Design Review Committee. No metal, plastic, chain link, processed wood, or wood link fences shall be allowed within the Estates. Only natural wood fences shall be permitted; however, posts and their brackets may be metal or processed wood with approval of the Design Review Committee. No fence shall exceed six feet (6') in height unless expressly approved in writing. All fences must be properly maintained as an attractive addition to the Lot. Fences include dog runs, pens, garden enclosures, and any other visible exterior boundary dividers.

Section 2.13 Temporary Structures. No temporary structure, boat, truck, trailer, camper, or recreational vehicle of any kind shall be used as a living area while located within the Estates. Without limiting the previous restriction, trailers or temporary structures for use incidental to the initial construction of improvements on the Lot may be maintained thereon, but shall be removed within a reasonable time after completion of construction of the project.

Section 2.14. Re-Subdivision. No Lot or Lots, may be re-subdivided so as to create any Lot with less area than shown on the original subdivision plat for the Lot, or Lots involved in the re-subdivision. Lot lines may be eliminated so as to create larger Lots.

Section 2.15 Businesses. The Estates are presently subject to the Future Development Zone (FD) as more particularly set forth in Section 18.15.010(a)(5) of the Ketchikan Gateway Borough Code of Ordinances. The Lots within the Estates shall be used and occupied exclusively for residential purposes. No Lot shall be authorized for a conditional use under Section 18.85.020(c) of the Ketchikan Gateway Borough Code of Ordinances, except for an approved "cottage industries" listed in Section 18.85.010.



ARTICLE III  
RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 3.1 Land Uses and Building Type. No Lot shall be occupied or used for any purpose other than as a single family residence except for a "cottage industries" conducted on the Lot incident to residential use, that is approved by the planning commission as a "conditional use" pursuant to Section 18.85.020(c) of the Ketchikan Gateway Borough Code of Ordinances. Notwithstanding the foregoing, the use of a Lot for an adult-care or childcare facility, of any size, is not permissible. No outhouse of any kind, tent, shed, or trailer, or any other temporary dwelling, shall be erected or maintained on any Lot or be used for living purposes, nor shall any garage be used for dwelling purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than:

A. One detached single-family dwelling designed in compliance with Section 2.4. Each and every dwelling must have a garage capable of housing at least one automobile. Larger garages or more than one garage may be permitted by the Design Review Committee on a case-by-case basis.

B. Fences, gates, and associated structures.

C. A greenhouse.

D. A garden tool shed, children's playhouse, or like structure.

E. A doghouse and/or pen.

F. Any other accessory building, shed, structure, or other item permitted by the Design Review Committee.

None of the items listed above may be constructed, installed, placed, or made without the express written approval of the Design Review Committee. No structure other than the primary residence shall have a footprint larger than sixteen feet (16') by twenty feet (20'). Larger structures may be permitted by the Design Review Committee on a case-by-case basis. A Lot Owner shall not assume that any of the items listed in B through F above will be approved by the Design Review Committee. They will be treated on a case-by-case basis, and the Design Review Committee has in its sole discretion, the right to decide if the proposed improvement contributes to the appearance of the entire neighborhood.

Section 3.2 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots. No vehicle or equipment owned or used by a resident of a Lot or Owner shall be placed on a public street within the subdivision for more than 48 cumulative hours in any one week.

Section 3.3 Pets, Livestock, and Poultry. No animals, livestock, or poultry shall be kept on any Lot except domestic dogs, cats, fish, birds inside bird cages, and no more than ten (10) chickens may be kept, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. No more than two (2) dogs may be maintained on the premises,





unless specific permission is granted in writing. For purposes of this Section 3.3, the term "chicken" shall not include "roosters," which are expressly prohibited.

Section 3.4 Garbage and Refuse Disposal. Trash, garbage, or other waste shall be disposed of only by depositing same into designated trash containers. No trash containers, materials, debris, equipment, etc. may be stored at the front or side of the home where visible from the street. All trash containers and storage materials must be screened. No Lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.5 Signs. No sign of any kind shall be displayed to the public on any Lot or Residential Unit except one sign of not more than five square feet (5ft<sup>2</sup>) advertising the Property for sale or rent, or signs by a building company or by Declarant, to advertise the Property during the construction sales period. Declarant reserves the right to place one or more permanent signs and related monument at or near the entrance of the subdivision. Political signs not exceeding five square feet (5ft<sup>2</sup>) are allowed on a Lot for a period of not more than forty-five (45) days prior to an election, and shall be removed not later than three (3) days after the election.

Section 3.6 Maintenance. Each Owner shall maintain his or her Residential Unit and Lot in a neat, clean, and presentable condition, and shall keep all weeds abated, and landscaping well maintained.

Section 3.7 Natural Drainage. No Owner may make an improvement or cause a disturbance to the ground (including grading, blasting, rock removal, or placement of fill) of a Lot that may adversely disturb or change the natural drainage of water on and off a Lot.

ARTICLE IV  
GENERAL PROVISIONS

Section 4.1 Enforcement.

A. Declarant, any Owner, and the Ketchikan Gateway Borough shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, any Owner, or the Ketchikan Gateway Borough to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover actual attorneys' fees and court costs.

C. Establishing uniformity in the neighborhood is one of the goals of the provisions of this Declaration. Because it is difficult to determine damages for the violation of this Declaration, over time, Declarant or Owner seeking enforcement of the provisions of this Declaration shall be entitled to recover liquidated damages in the amount of \$50.00 per day for each day the violation, which is the subject matter of the action to enforce, exists. Each violation of the Declaration shall give rise to a separate liquidated damage recovery. The liquidated damages shall increase, but not decrease, by the percentage of increase in the cost of living index between the index applicable as of the effective date of this Declaration and the date the liquidated damages are imposed. The index to be used is now known as the "Consumer Price Index for all Urban Consumers," all items for Anchorage, Alaska (1967=100),



hereinafter called the "Index," published by the Bureau of Labor Statistics of the United States Department of Labor.

The liquidated damages shall run from the date of the first written notice of the violation delivered to the violating Owner, until the violation is fully abated.

Section 4.2 Term. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of then (10) years, unless an instrument in writing signed by sixty-six and two-thirds percent (66 2/3%) of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to, the amendment of said Covenants, Conditions, and Restrictions, in whole or in part.

Section 4.3 Amendments. Except as provided for in Section 4.2, this Declaration may only be amended with the approval of:

(i) not less than seventy percent (70%) of the Owners based upon one vote for each Lot owned, if such amendment(s) is made during the initial thirty-five (35) year period following recordation of this Declaration;


(ii) not less than sixty-six and two-thirds percent (66 2/3%) of the Owners of Lots, based upon one vote for each Lot owned, if such amendment(s) is made after the end of such thirty-five (35) year period.


Section 4.4 Successors and Assigns. Each of the Covenants, Conditions, and Restrictions set forth herein are intended to burden the Property and all Lots and Residential Units contained within the Property. Each and every Owner or any person having any interest in, or to, any portion of the Property shall be bound by the Covenants, Conditions, and Restrictions contained herein for the benefit of Declarant and the Property.

Section 4.5 Severability. Should any provision or any portion hereof be declared invalid or in conflict with any applicable law, that provision shall be severable and the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this Declaration this 18th day of September, 2014.

WHITE ROCK DEVELOPMENT LLC

By:   
Trevor Sande, Member

By:   
Julie Sande, Member

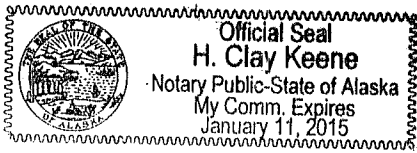


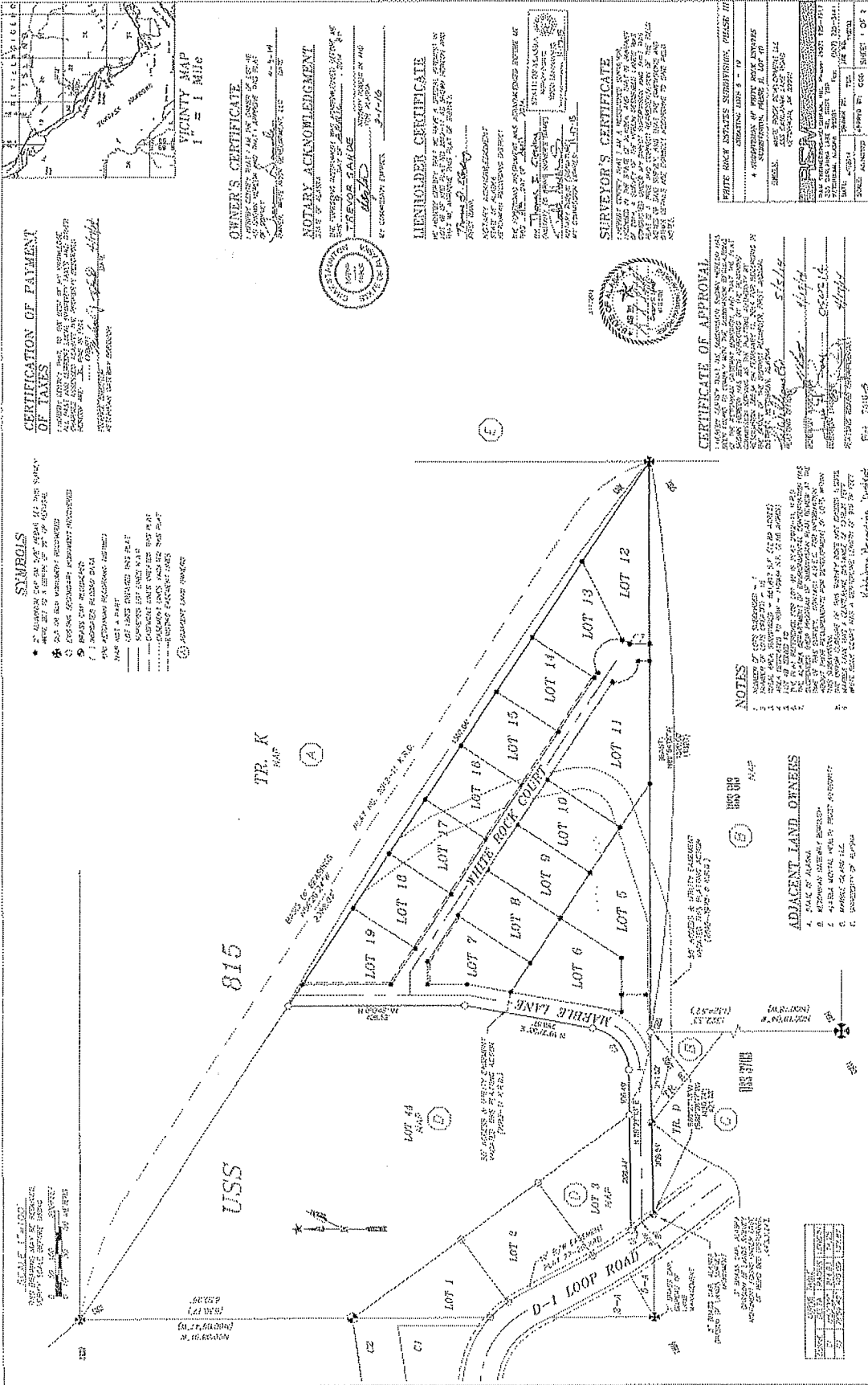
ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss:  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this 18th day of September, 2014 by Trevor Sande and Julie Sande, Members for White Rock Development LLC, an Alaska limited liability company of Ketchikan, Alaska.

H. Clay Keene  
Notary Public for State of Alaska  
My Commission expires: 09/11/2015





**CERTIFICATION OF PAYMENT OF TAXES**  
 I HEREBY CERTIFY THAT ALL TAXES DUE ON THIS PROPERTY HAVE BEEN PAID TO THE SATISFACTION OF THE TAXING OFFICERS OF THE STATE OF ALASKA.

**OWNER'S CERTIFICATE**  
 I, the undersigned, being the owner of the above described premises, do hereby certify that the same are free from all liens and encumbrances, except as shown on this plat.

**NOTARY ACKNOWLEDGEMENT**  
 I, the undersigned, Notary Public for the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner of the same.

**LIENHOLDER CERTIFICATE**  
 I, the undersigned, being the holder of a mortgage on the above described premises, do hereby certify that the same are free from all liens and encumbrances, except as shown on this plat.

**SURVEYOR'S CERTIFICATE**  
 I, the undersigned, being a duly licensed surveyor for the State of Alaska, do hereby certify that the above described premises are correctly shown on this plat according to the original survey and the same are free from all liens and encumbrances, except as shown on this plat.

**SYMBOLS**  
 \* 1/2" diameter circle on plat means 1/2" plat spot  
 \* 1/4" diameter circle on plat means 1/4" plat spot  
 \* 3/8" diameter circle on plat means 3/8" plat spot  
 \* 1/2" diameter circle on plat means 1/2" plat spot  
 \* 3/4" diameter circle on plat means 3/4" plat spot  
 \* 1" diameter circle on plat means 1" plat spot  
 \* 1 1/2" diameter circle on plat means 1 1/2" plat spot  
 \* 2" diameter circle on plat means 2" plat spot  
 \* 3" diameter circle on plat means 3" plat spot  
 \* 4" diameter circle on plat means 4" plat spot  
 \* 6" diameter circle on plat means 6" plat spot  
 \* 8" diameter circle on plat means 8" plat spot  
 \* 10" diameter circle on plat means 10" plat spot  
 \* 12" diameter circle on plat means 12" plat spot  
 \* 14" diameter circle on plat means 14" plat spot  
 \* 16" diameter circle on plat means 16" plat spot  
 \* 18" diameter circle on plat means 18" plat spot  
 \* 20" diameter circle on plat means 20" plat spot  
 \* 24" diameter circle on plat means 24" plat spot  
 \* 28" diameter circle on plat means 28" plat spot  
 \* 32" diameter circle on plat means 32" plat spot  
 \* 36" diameter circle on plat means 36" plat spot  
 \* 40" diameter circle on plat means 40" plat spot  
 \* 44" diameter circle on plat means 44" plat spot  
 \* 48" diameter circle on plat means 48" plat spot  
 \* 52" diameter circle on plat means 52" plat spot  
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 \* 64" diameter circle on plat means 64" plat spot  
 \* 68" diameter circle on plat means 68" plat spot  
 \* 72" diameter circle on plat means 72" plat spot  
 \* 76" diameter circle on plat means 76" plat spot  
 \* 80" diameter circle on plat means 80" plat spot  
 \* 84" diameter circle on plat means 84" plat spot  
 \* 88" diameter circle on plat means 88" plat spot  
 \* 92" diameter circle on plat means 92" plat spot  
 \* 96" diameter circle on plat means 96" plat spot  
 \* 100" diameter circle on plat means 100" plat spot

**NOTES**  
 1. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF ALASKA.  
 2. THE STATE OF ALASKA SHALL HAVE THE RIGHT TO TAKE EASEMENTS IN ALL LOTS FOR PUBLIC UTILITIES AND HIGHWAYS.  
 3. THE STATE OF ALASKA SHALL HAVE THE RIGHT TO TAKE EASEMENTS IN ALL LOTS FOR PUBLIC UTILITIES AND HIGHWAYS.  
 4. THE STATE OF ALASKA SHALL HAVE THE RIGHT TO TAKE EASEMENTS IN ALL LOTS FOR PUBLIC UTILITIES AND HIGHWAYS.  
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 6. THE STATE OF ALASKA SHALL HAVE THE RIGHT TO TAKE EASEMENTS IN ALL LOTS FOR PUBLIC UTILITIES AND HIGHWAYS.  
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 10. THE STATE OF ALASKA SHALL HAVE THE RIGHT TO TAKE EASEMENTS IN ALL LOTS FOR PUBLIC UTILITIES AND HIGHWAYS.

**ADJACENT LAND OWNERS**  
 1. TR. K MAP  
 2. TR. D MAP  
 3. TR. C MAP  
 4. TR. B MAP  
 5. TR. A MAP

**SCALE 1" = 1 MILE**  
 0 100 200 300 400 500 600 700 800 900 1000

**VICINITY MAP**  
 1" = 1 MILE

**TR. K MAP**  
 1" = 1 MILE

**TR. D MAP**  
 1" = 1 MILE

**TR. C MAP**  
 1" = 1 MILE

**TR. B MAP**  
 1" = 1 MILE

**TR. A MAP**  
 1" = 1 MILE

**USS**  
 1" = 1 MILE

**MARBLE LANE**  
 1" = 1 MILE

**LOT 1**

**LOT 2**

**LOT 3**

**LOT 4**

**LOT 5**

**LOT 6**

**LOT 7**

**LOT 8**

**LOT 9**

**LOT 10**

**LOT 11**

**LOT 12**

**LOT 13**

**LOT 14**

**LOT 15**

**LOT 16**

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**LOT 93**

**LOT 94**

**LOT 95**

**LOT 96**

**LOT 97**

**LOT 98**

**LOT 99**

**LOT 100**

