



**DRAINAGE MAINTENANT EASEMENT**

This Drainage Maintenance Easement is established this 22<sup>nd</sup> day of September, 2009, by:

**John D. Foraker and Amy J. Foraker, husband and wife as tenants by the entirety**, of 16041 Hidden Creek Lane, Anchorage, Alaska 99516 ("Grantor"). Grantor is the owner of property described as follows:

Lot 3, Block 7, GOLDENVIEW PARK PHASE F2, according to the official plat thereof, filed under Plat No. 2003-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The easement runs in favor of **Goldenview Park Homeowners Association, Inc.**, of c/o Real Estate Unlimited, LLC, PO Box 110687, Anchorage, Alaska 99511 ("Grantee"). Grantee is a homeowners association acting in its representative capacity pursuant to AS 34.08.320 on behalf of individual unit owners for the Goldenview Park development.

For the mutual benefit of the parties, Grantee has constructed a French Drain, consisting of buried 6" perforated pipe in a gravel bed approximately 8' wide, running along the east and north boundaries of Lot 3, Block 7. The drainage system begins near the southeast corner of Lot 3, running 8' wide along the east property line to the northeast corner of Lot 3, then continuing along the north edge of Lot 3 from the northeast corner to a location approximately 15' south of the northwest property corner (with the drainage system remaining 8' wide). An easement is therefore granted for an 8' encroachment along the east property boundary, in addition to an easement for a maximum of 24' along the north property line. Grantor is additionally permitting Grantee access and temporary encroachment next to the easement if later excavation or the easement location becomes necessary.

In mutual consideration of the covenants contained herein, Grantor hereby conveys an easement encumbering Grantor's property as follows:

(1) In order to accommodate the existing drainage system, Grantor hereby conveys an easement adjoining the north property line and extending 23 feet in width to accommodate the existing drainage system location.

- (2) Grantor further conveys an 8' wide easement adjoining the east property line to accommodate the existing drainage system location.
- (3) Grantor further conveys an easement adjacent to the above locations, as reasonably necessary to accommodate any required excavation and repair of the drainage system in the future.

The above easements are expressly declared to run with the land, and shall inure to the benefit and use of Grantee's heirs and assigns, for as long as the drainage system remains in place. Grantor shall refrain from taking any action that interferes with Grantee's right to access and maintain the drainage system as described above.

In witness, Grantor has signed the day and year first written above.

By: *John D. Foraker*  
John D. Foraker

By: *Amy J. Foraker*  
Amy J. Foraker

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 22 day of September, 2009 by John D. Foraker and Amy J. Foraker, who acknowledged to me that they executed the above instrument as their free and voluntary act.

WITNESS my hand and notarial seal the day and year first hereinabove written.



*[Signature]*  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 8/8/2013

Record in the ANCHORAGE recording district, then return to GRANTEE.



**Goldenview Park Homeowner's Association, Inc.**

**2004 Annual Meeting November 11, 2004**

**Resolution for Adoption at the Annual Meeting**

Whereas, the current Bylaws of Goldenview Park Homeowner's Association, Inc. require a total of 35% (129 owners) being represented in person or by valid proxy to establish a Quorum for the purposes of holding the Association's Annual Meeting, a Special Meeting or an Emergency Meeting,  
and,

Whereas, in the interest of maintaining the ability to conduct the important business of the association the Board of Directors of Goldenview HOA desires to amend the bylaws of the association to set forth a reduced quorum percentage requirement,  
and,

Whereas, the Board of Directors of Goldenview Park HOA, has determined that a reasonable number of owners, represented in person or by valid proxy shall be Fifty 50 owners

Now Therefore,

Be it resolved that the Goldenview HOA membership voting at its 2004 Annual Meeting set the quorum requirement for future membership meetings of any kind at Fifty (50) owners represented either in person or by valid proxy.

This is to certify that on this 11<sup>th</sup> day of November, 2004 the required quorum of 35% of owners of the Goldenview Park Subdivision and members of the Goldenview HOA were present either in person or by valid Proxy at the annual meeting and,

PASSED this resolution by a majority vote of 153 in favor 1 against.

DEFEATED this resolution by a majority vote of \_\_\_\_\_ against \_\_\_\_\_ in favor.

Signed:   
Goldenview Board Secretary

Goldenview Park Homeowner's Association, Inc.

2004 Annual Meeting November 11, 2004

Resolution for Adoption at the Annual Meeting

Whereas, the Board of Directors of Goldenview Park Homeowner's Association, Inc., (hereinafter, Goldenview HOA) in the interest of maintaining continuity of service on the Board of the Goldenview HOA desires to establish specific Board Member Seat designations, and,

Whereas, the Board of Directors of Goldenview Park Homeowner's Association, Inc., in the interest of maintaining continuity of operation of the Goldenview HOA desires to establish specific Board Member Terms of Service.

Now Therefore,

Be it resolved that the following term designations and term limits shall be established by the Goldenview HOA membership voting at its 2004 Annual Meeting:

| <u>Seat</u> | <u>Expires</u> | <u>Current Member</u> |
|-------------|----------------|-----------------------|
| A           | 11/2004        | Bill Bernier          |
| B           | 11/2004        | John Berggren         |
| C           | 11/2005        | Bob Glassmaker        |
| D           | 11/2005        | Larry Pratt           |
| E           | 11/2005        | John Cooley           |
| F           | 11/2006        | Liz Heisler           |
| G           | 11/2006        | Larry Smith           |

This is to certify that on this 11<sup>th</sup> day of November, 2004 the required quorum of 35% of owners of the Goldenview Park Subdivision and members of the Goldenview HOA were present either in person or by valid Proxy at the annual meeting and,

PASSED this resolution by a majority vote of 154 in favor 0 against.

DEFEATED this resolution by a majority vote of \_\_\_\_\_ against \_\_\_\_\_ in favor.

Signed: \_\_\_\_\_

Gay Shultz  
Goldenview Board Secretary



CCX 6

**FOURTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE F2)**

**DECLARANT GOLDENVIEW LAND COMPANY, INC.** (formerly Goldenview Realty Inc.), of 16420 St. James Place, Anchorage, Alaska 99516, the owner of the below described Phase F2 Property, hereby **Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08, et seq.)** for **GOLDENVIEW PARK, A Planned Community**, recorded September 16, 1996, in Book 2975, at Page 953, as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999, in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 03567, Page 953, as further amended by Seventh Amendment recorded May 21, 2001 in Book 3842, Page 727, as further amended by Eighth Amendment recorded May 21, 2001, in Book 3842, Page 742, as further amended by Ninth Amendment recorded February 20, 2002, under 2002-011657-0, as Corrected and Restated by instrument recorded July 10, 2002 under 2002-046037-0 as further amended by Tenth Amendment recorded July 10, 2002, under 2002-046038-0, as further amended by Eleventh Amendment recorded December 6, 2002, under 2002-046038-0, as further amended by Twelfth Amendment recorded May 16, 2003, under 2003-047330-0, as further amended by the Thirteenth Amendment, recorded September 26, 2003, under 2003-100064-0 all in the Anchorage Recording District, Third Judicial District, State of Alaska, (Collectively Declaration) for the purpose of adding Phase F2 to such Planned Community.

**FOURTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F2)  
Page 1 of 5**

**AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**

The Phase F2 real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:

Lots 3-12, Block 5, Lots 11-23, Block 6, Lots 3-8, Block 7, Lots 6-20, Block 8, and Greenbelt Tracts 18A, 26A, 26B, and 27, according to Plat 2003-138, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase F2 Property" or "Phase F2" and is shown and described on the Plats/Plans filed or recorded herewith under Plat 2003-138, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following portions of the "Declaration" are amended for the purpose of adding Phase F2:

**Article I, Section 5** is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase F2 to a "Lot Owner" are as follows:

GREENBELT TRACTS 18A, 26A, 26B, and 27, according to Plat 2003-138, filed in the Anchorage Recording District, Third Judicial District, State of Alaska

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.



**Article IV, Section 1** is amended by the addition of the following:

There are 44 Lots in Phase F2, and a total of 366 Lots in Phases A1, B1, C1, D1, E1, A2, B2, C2, D2, E2, F1A, F1B, F1C, and F2.

**Article IV, Section 3** is amended by the addition of the following:

The boundaries of the Lots in Phase F2 of this Planned Community are the lot lines as shown on the above referred to Plat 2003- 138.

**Article IX, Section 1, Exhibit A** is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases A1, B1, C1, D1, E1, A2, B2, C2, D2, E2, F1A, F1B, F1C, and F2) is determined by dividing 100% by the number of Lots in all Phases (366 Lots total). To simplify the allocation and to insure that 100% of the allocated interest is accounted for it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community (366).

**Article X, Section 10** is amended by the addition of the following:

Declarant expressly reserves for a period of fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase F2 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase F2, Phase A1, Phase B1, Phase C1, Phase D1, Phase E1, Phase F1A, Phase B2, Phase C2, Phase D2, Phase F1B, Phase E2, and Phase F2 Property. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desires to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

**Article XII, Section 1** is amended by the addition of the following:

The recorded easements and licenses for the Planned Community by reason of the addition of Phase F2 are set forth on **Exhibit B** attached to this Fourteenth Amendment.

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FOURTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F2)  
Page 3 of 5

  
3 of 7  
2003-100066-0

AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503

**Public Offering Statements/Resale Certificates:**

The responsibility for preparation and delivery of Public Offering Statements pursuant to AS 34.08.520 and/or Resale Certificates pursuant to AS 34.08.590 for Phases E1, F1A, and F1B, shall be with the Dealer WHITE RAVEN DEVELOPMENT, INC. The responsibility for preparing and delivering such Public Offering Statements and/or Resale Certificates for Phase F1C shall be with the Dealer SKYLINE INVESTMENTS LLC, and Declarant, upon written request, shall provide Dealers with information necessary to enable Dealers to fulfill such requirements. The responsibility for preparing and delivering Public Offering Statements for all other Phases previously or contemporaneously added shall be with Declarant.

IN WITNESS WHEREOF, Declarant has caused this Fourteenth Amendment to Declaration to be executed on the date set forth below.

DATED: 9/15/03

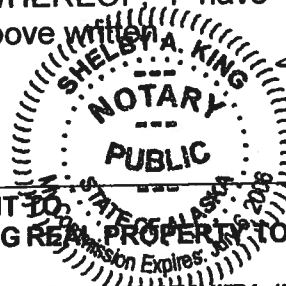
DECLARANT  
GOLDENVIEW LAND COMPANY, INC.

By: [Signature]  
John Berggren  
Its: President

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 15th day of September, 2003, before me, the undersigned Notary Public, personally appeared JOHN ~~BURK~~ BERGGREN, known to me to be the President of GOLDENVIEW LAND ~~COMPANY, INC.~~ OSSEWA, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto set my hand and official, seal the day and year first above written.



[Signature]  
Notary Public in and for Alaska  
My Commission Expires: 7.6.08

FOURTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F2)  
Page 4 of 5



AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503



**EXHIBIT B**  
**TO**  
**FOURTEENTH AMENDMENT TO DECLARATION**  
**SUBMITTING REAL PROPERTY TO THE**  
**UNIFORM COMMON INTEREST OWNERSHIP ACT**  
**(AS 34.08, et seq.)**  
**FOR**  
**GOLDENVIEW PARK, A PLANNED COMMUNITY**  
**(PHASE F2)**

The recorded easements and licenses for the Planned Community directly caused by the addition of Phase F2 are as follows:

1. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 12, 1953, Book 97, Page 201. (Blanket Easement)
2. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain an electric transmission and/or telephone distribution line or system by instrument recorded September 27, 1954, Book 109, Page 260. (Blanket Easement)
3. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 963. (refer to document)
4. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 966. (refer to document)
5. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 970. (refer to document)

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6. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 1. (refer to document)

7. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 14. (refer to document)

8. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 576. (refer to document)

9. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 578. (refer to document)

10. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 580. (refer to document)

11. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 583. (refer to document)

12. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 586. (refer to document)

13. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 589. (refer to document)

14. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 592. (refer to document)

15. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 21, 1997, Book 3066, Page 225. (Blanket Easement)

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2003-100066-0

16. Slope easements as dedicated and reserved on the Plat of said subdivision, as follows:

"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality.

17. Easements as dedicated and shown on the Plat of said subdivision.

18. Easement for public use and appurtenances thereto granted to Anchorage, a municipal corporation, recorded July 24, 1997, Book 3097, Page 435, and re-recorded July 24, 1997, Book 3097, Page 440. (affects a portion of said land)



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**THIRTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE F1C)**

CCX 6

**DECLARANT GOLDENVIEW LAND COMPANY, INC.** (formerly Goldenview Realty Inc.), of 16420 St. James Place, Anchorage, Alaska 99516, and **SKYLINE INVESTMENTS LLC**, 9956 Ziemlack Circle, Anchorage, Alaska 99507, the owner of the below described Phase F1C Property and "dealer" with respect to said property as defined in AS 34.08.990(11) hereby **Amend the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08, et seq.)** for **GOLDENVIEW PARK, A Planned Community**, recorded September 16, 1996, in Book 2975, at Page 953, as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999, in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 03567, Page 953, as further amended by Seventh Amendment recorded May 21, 2001 in Book 3842, Page 727, as further amended by Eighth Amendment recorded May 21, 2001, in Book 3842, Page 742, as further amended by Ninth Amendment recorded February 20, 2002, under 2002-011657-0, as Corrected and Restated by instrument recorded July 10, 2002 under 2002-046037-0 as further amended by Tenth Amendment recorded July 10, 2002, under 2002-046038-0, as further amended by Eleventh Amendment recorded December 6, 2002, under 2002-046038-0, as further amended by Twelfth Amendment recorded May 16, 2003, under 2003-047330-0, all in the Anchorage Recording District, Third Judicial District, State of Alaska, (Collectively Declaration) for the purpose of adding Phase F1C to such Planned Community.

**THIRTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1C)  
Page 1 of 6**

**AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**

The Phase F1C real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:

Lots Forty-One (41) through Fifty-Nine (59), Block Eleven (11), and Greenbelt Tracts 20C, 21A, and 23A, according to Plat 2003- 137 filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase F1C Property" or "Phase F1C" and is shown and described on the Plats/Plans filed or recorded herewith under Plat 2003- 137, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following portions of the "Declaration" are amended for the purpose of adding Phase F1C:

**Article I, Section 5** is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase F1C to a "Lot Owner" are as follows:

GREENBELT TRACTS 20C, 21A, and 23A, according to Plat 2003- 137, filed in the Anchorage Recording District, Third Judicial District, State of Alaska

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.

**Article IV, Section 1** is amended by the addition of the following:

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THIRTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1C)  
Page 2 of 6



AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503

There are 19 Lots in Phase F1C, and a total of 322 Lots in Phases A1, B1, C1, D1, E1, A2, B2, C2, D2, E2, F1A, F1B, and F1C.

**Article IV, Section 3** is amended by the addition of the following:

The boundaries of the Lots in Phase F1C of this Planned Community are the lot lines as shown on the above referred to Plat 2003-137.

**Article IX, Section 1, Exhibit A** is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases A1, B1, C1, D1, E1, A2, B2, C2, D2, E2, F1A, F1B, and F1C) is determined by dividing 100% by the number of Lots in all Phases (322 Lots total). To simplify the allocation and to insure that 100% of the allocated interest is accounted for it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community (322).

**Article X, Section 10** is amended by the addition of the following:

Declarant expressly reserves for a period of fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase F1C Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase F1C, Phase A1, Phase B1, Phase C1, Phase D1, Phase E1, Phase F1A, Phase B2, Phase C2, Phase D2, Phase F1B, and Phase E2 Property. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desires to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

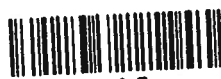
**Article XII, Section 1** is amended by the addition of the following:

The recorded easements and licenses for the Planned Community by reason of the addition of Phase F1C are set forth on **Exhibit B** attached to this Thirteenth Amendment to the Declaration.

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THIRTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1C)  
Page 3 of 6

AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503



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2003-100064-0

**Public Offering Statements/Resale Certificates:**

The responsibility for preparation and delivery of Public Offering Statements pursuant to AS 34.08.520 and/or Resale Certificates pursuant to AS 34.08.590 for Phases E1, F1A, and F1B, shall be with the Dealer WHITE RAVEN DEVELOPMENT, INC. The responsibility for preparing and delivering such Public Offering Statements and/or Resale Certificates for Phase F1C shall be with the Dealer SKYLINE INVESTMENTS LLC, and Declarant, upon written request, shall provide Dealers with information necessary to enable Dealers to fulfill such requirements.

IN WITNESS WHEREOF, Declarant and "Dealer"/Owner have caused this Thirteenth Amendment to Declaration to be executed on the date set forth below.

DATED: 9/15/03

"DEALER"/OWNER  
SKYLINE INVESTMENTS LLC

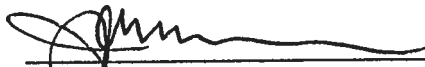
By: 

Wes Clubb

Its: Managing Partner

DATED: 9/15/03

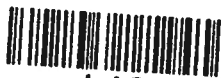
DECLARANT  
GOLDENVIEW LAND COMPANY, INC.

By: 

John Berggren

Its: President

THIRTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1C)  
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2003-100064-0

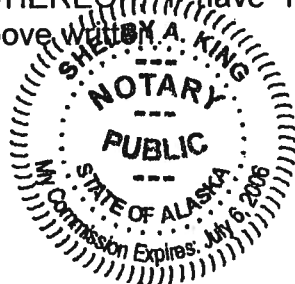
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STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 15<sup>th</sup> day of September, 2003, before me, the undersigned Notary Public, personally appeared JOHN BERGGREN, known to me to be the President of GOLDENVIEW LAND COMPANY, INC., and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

*Handwritten:* Alaska 0385699

IN WITNESS WHEREOF, I have hereunto set my hand and official, seal the day and year first above written.

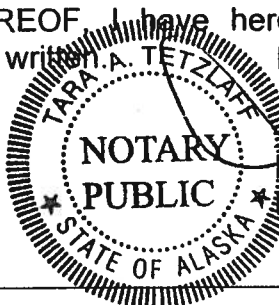


*Handwritten Signature: Sheldon A. King*  
Notary Public in and for Alaska  
My Commission Expires: 7.6.06

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 15 day of September, 2003, before me, the undersigned Notary Public, personally appeared WES CLUBB, known to me to be the Managing Partner of SKYLINE INVESTMENTS, INC., and known to me to be the person who executed the within instrument on behalf of the LLC therein named, and acknowledged to me that such LLC executed the same pursuant to its Operating Agreement or a resolution of its Members.

IN WITNESS WHEREOF, I have hereunto set my hand and official, seal the day and year first above written.



*Handwritten Signature: Tara A. Tetzlaff*  
Notary Public in and for Alaska  
My Commission Expires: 8/5/06

THIRTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1C)  
Page 5 of 6

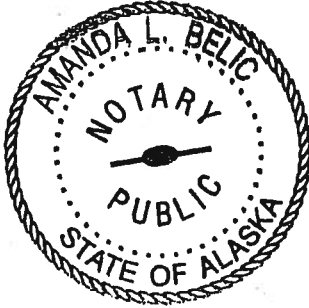
AFTER RECORDING, RETURN TO:  
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3150 C Street, Suite 250  
Anchorage, Alaska 99503





**CONSENT OF BENEFICIARY**

The undersigned Beneficiary of one or more Deeds of Trust encumbering the property described herein consent and agree to the foregoing Thirteenth Amendment and submission of such property to the terms and provisions of the Common Interest Ownership Act (AS 34.08, et seq.).



BENEFICIARY:

*[Handwritten signature]*

Northrim Bank Alaska  
By: Tara A. Tetzlaff  
Its: Assistant Vice President  
3111 C Street  
Anchorage, Alaska 99503

STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this 03<sup>rd</sup> day of September, 2003, by Tara A. Tetzlaff, Assistant Vice President of Northrim Bank Alaska, an Alaska Corporation, on behalf of Corporation.

Amanda L. Belic  
Notary in and for the State of Alaska  
My Commission Expires: 3/6/06

**THIRTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1C)  
Page 6 of 6**

**AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**

**EXHIBIT B**  
**TO**  
**THIRTEENTH AMENDMENT TO DECLARATION**  
**SUBMITTING REAL PROPERTY TO THE**  
**UNIFORM COMMON INTEREST OWNERSHIP ACT**  
**(AS 34.08, et seq.)**  
**FOR**  
**GOLDENVIEW PARK, A PLANNED COMMUNITY**  
**(PHASE F1C)**

The recorded easements and licenses for the Planned Community directly caused by the addition of Phase F1C are as follows:

1. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain an electric transmission and/or telephone distribution line or system by instrument recorded January 17, 1955, Book 113, Page 215. (Blanket Easement)
2. Public Use Easement and appurtenances thereto granted to ANCHORAGE, a municipal corporation, recorded August 11, 1982, Book 764, Page 574. (Affects a Southeasterly portion - see document for specific location)
3. Easements for cable television lines or system and appurtenances thereto granted to PRIME CABLE OF ALASKA, recorded June 21, 1994, Book 2670, Pages 614 and 618. (Affects the North 20 feet of the South 54 feet)
4. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 21, 1997, Book 3066, Page 225. (Blanket Easement)
5. Slope Easements as dedicated and reserved on the Plat of said Subdivision as follows:

"There shall be reserved adjacent to the dedicated streets shown hereon, a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."
6. Easements, as dedicated and shown on the Plat of said Subdivision.
7. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain, an electric transmission and/or telephone distribution line or system by instrument recorded March 26, 2002, Serial No. 2002-020030. (See document for specific location.)



**TWELFTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE E2)**

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DECLARANT GOLDENVIEW LAND COMPANY, INC., of 16420 St. James Place, Anchorage, Alaska 99516, the owner of the below described Phase E2 Property hereby Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08. et seq.) for GOLDENVIEW PARK, A Planned Community, recorded September 16, 1996, in Book 2975, at Page 953, (the "Declaration") as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999, in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 03567, Page 953, as further amended by Seventh Amendment recorded May 21, 2001 in Book 3842, Page 727, as further amended by Eighth Amendment recorded May 21, 2001, in Book 3842, Page 742, as further amended by Ninth Amendment recorded February 20, 2002, under 2002-011657-0, as Corrected and Restated by instrument recorded July 10, 2002 under 2002-046037-0 as further amended by Tenth Amendment recorded July 10, 2002, under 2002-046038-0, as further amended by Eleventh Amendment recorded December 6, 2002, under 2002-092455-0, all in the Anchorage Recording District, Third Judicial District, State of Alaska, (Collectively Declaration) for the purpose of adding Phase E2 to such Planned Community.

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**TWELFTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E2)  
Page 1 of 5**

AFTER RECORDING, RETURN TO:  
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3150 C Street, Suite 250  
Anchorage, Alaska 99503

The Phase E2 real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:

Lots 1-19, Block 11; Lots 22-44, Block 2 & Green Belt Tracts 3A, 3B, 3C, 3D and 3E, according to Plat 2003-\_\_\_\_\_, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase E2 Property" or "Phase E2" and is shown and described on the Plats/Plans filed or recorded herewith under Plat 2003-\_\_\_\_\_, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following portions of the "Declaration" are amended for the purpose of adding Phase E2:

**Article I, Section 5** is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase E2 to a "Lot Owner" are as follows:

GREENBELT TRACTS 3A, 3B, 3C, 3D and 3E according to Plat 2003-\_\_\_\_\_, filed in the Anchorage Recording District, Third Judicial District, State of Alaska

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.

**Article IV, Section 1** is amended by the addition of the following:

There are 40 Lots in Phase E2, and a total of 298 Lots in Phases B1, C1, A1, D1,

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TWELFTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E2)

Page 2 of 6

AFTER RECORDING, RETURN TO:  
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3150 C Street, Suite 250  
Anchorage, Alaska 99503

A2, E1, F1A, B2, C2, D2, F1B and E2.

**Article IV, Section 3** is amended by the addition of the following:

The boundaries of the Lots in Phase E2 of this Planned Community are the lot lines as shown on the above referred to Plat 2003-\_\_\_\_\_.

**Article IX, Section 1, Exhibit A** is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases B1, C1, A1, D1, A2, E1, F1A, B2, C2, D2, F1B and E2) is determined by dividing 100% by the number of Lots in all Phases (298 Lots total). To simplify the allocation and to insure that 100% of the allocated interest is accounted for it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community.

**Article X, Section 10** is amended by the addition of the following:

Declarant expressly reserves for a period of Fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase E2 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase E2, Phase A1, Phase B1, Phase C1, Phase D1, Phase E1, Phase F1A, Phase B2, Phase C2, Phase D2 and Phase F1B Property. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desires to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

**Article XII, Section 1** is amended by the addition of the following:

The recorded easements and licenses for the Planned Community by reason of the addition of Phase E2 are set forth on Exhibit B attached to this Twelfth Amendment to the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Twelfth Amendment to Declaration to be executed on the 10<sup>th</sup> day of April 2003.

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TWELFTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E2)  
Page 2 of 4

AFTER RECORDING, RETURN TO:  
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3150 C Street, Suite 250  
Anchorage, Alaska 99503

DECLARANT

GOLDENVIEW REALTY, INC.:

(AKA GOLDENVIEW LAND Company, Inc.)

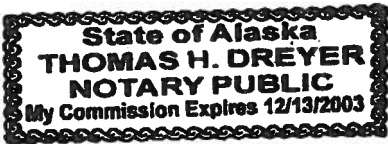



By: John Berggren  
Its: President

STATE OF ALASKA )  
  ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 10<sup>th</sup> day of April 2003, before me, the undersigned Notary Public, personally appeared JOHN BERGGREN, known to me to be the President of GOLDENVIEW REALTY, INC., and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official, seal the day and year first above written.



  
Notary Pubic in and for Alaska  
My Commission Expires: 12/13/2003

TWELFTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E2)  
Page 4 of 7

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**EXHIBIT B TO**  
**TWELFTH AMENDMENT TO**  
**DECLARATION SUBMITTING REAL PROPERTY TO THE**  
**UNIFORM COMMON INTEREST OWNERSHIP ACT**  
**(AS 34.08, et seq.)**  
**FOR**  
**GOLDENVIEW PARK, A PLANNED COMMUNITY**  
**(PHASE E2)**

**Licenses and Easements**

1. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 12, 1953, Book 97, Page 201. (Blanket Easement)
2. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone line or system distribution line or system by instrument recorded September 27, 1954, Book 109, Page 260. (Blanket Easement)
3. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974 Page 576. (refer to document)
4. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974 Page 578. (refer to document)
5. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974 Page 586. (refer to document)

6. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974 Page 589. (refer to document)
7. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974 Page 592. (refer to document)
8. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 963. (Refer to document)
9. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 966. (Refer to document)
10. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 970. (Refer to document)
11. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 1. (Refer to document)
12. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 5. (Refer to document)
13. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 14. (Refer to document)
14. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 580. (Refer to document)



15. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 583. (Refer to document)
16. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 21, 1997, Book 3066, Page 225. (Blanket Easement)
17. Slope easements as dedicated and reserved on the plat of said subdivision, as follows:

"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."
18. Easements as dedicated and shown on the plat of said subdivision.
19. Easement for public use and appurtenances thereto granted to Anchorage, a municipal corporation, recorded July 24, 1997, Book 3097 Page 435 and re-recorded July 24, 1997 Book 3097 Page 440. (Affects a portion of said land)

DEC 30 2002

**ELEVENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE F1B)**

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**DECLARANT GOLDENVIEW LAND COMPANY, INC.**, of 16420 St. James Place, Anchorage, Alaska 99516, and **WHITE RAVEN DEVELOPMENT, INC.**, of 360 East 100th Avenue, Anchorage, Alaska 99515, the owner of the below described Phase F1B Property and "dealer" with respect to said property as defined in AS 34.08.990(11) hereby Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08, et seq.) for **GOLDENVIEW PARK, A Planned Community**, recorded September 16, 1996, in Book 2975, at Page 953, (the "Declaration") as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999, in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 03567, Page 953, as further amended by Seventh Amendment recorded May 21, 2001 in Book 3842, Page 727, as further amended by Eighth Amendment recorded May 21, 2001, in Book 3842, Page 742, as further amended by Ninth Amendment recorded February 20, 2002, under 2002-011657-0, as Corrected and Restated by instrument recorded July 10, 2002 under 2002-046037-0 as further amended by Tenth Amendment recorded July 10, 2002, under 2002-046038-0, as further amended by Eleventh Amendment recorded December 6, 2002, under 2002-\_\_\_\_\_, all in the Anchorage Recording District, Third Judicial District, State of Alaska, (Collectively Declaration) for the purpose of adding Phase F1B to such Planned Community.

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**ELEVENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1B)  
Page 1 of 6**

**AFTER RECORDING, RETURN TO:  
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Anchorage, Alaska 99503**



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2002-092455-0

The Phase F1B real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:

~~Lots Eight (8) through Twelve (12), Block Nine (9), Lots Ninety-Nine through One Hundred (92-100), Block Eleven (11), and Greenbelt Tract Twenty-Four (24) according to Plat 2002- 125~~ filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase F1B Property" or "Phase F1B" and is shown and described on the Plats/Plans filed or recorded herewith under Plat 2002- 125, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following portions of the "Declaration" are amended for the purpose of adding Phase F1B:

Article I, Section 5 is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase F1B to a "Lot Owner" are as follows:

GREENBELT TRACT TWENTY-FOUR (24), according to Plat 2002- 125, filed in the Anchorage Recording District, Third Judicial District, State of Alaska

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.

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ELEVENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1B)  
Page 2 of 6

AFTER RECORDING, RETURN TO:  
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Anchorage, Alaska 99503



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2002-092455-0

**Article IV, Section 1** is amended by the addition of the following:  
There are 14 Lots in Phase F1B, and a total of 258 Lots in Phases B1, C1, A1, D1, A2, E1, F1A, B2, C2, D2 and F1B.

**Article IV, Section 3** is amended by the addition of the following:  
The boundaries of the Lots in Phase F1B of this Planned Community are the lot lines as shown on the above referred to Plat 2002- 125.

**Article IX, Section 1, Exhibit A** is amended as follows:  
The Allocated Interest for the Lots in the Planned Community (Phases B1, C1, A1, D1, A2, E1, F1A, B2, C2, D2 and F1B) is determined by dividing 100% by the number of Lots in all Phases (258 Lots total). To simplify the allocation and to insure that 100% of the allocated interest is accounted for it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community (258).

**Article X, Section 10** is amended by the addition of the following:  
Declarant expressly reserves for a period of Fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase F1B Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase F1B, Phase A1, Phase B1, Phase C1, Phase D1, Phase E1, Phase F1A, Phase B2, Phase C2 and Phase D2 Property. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desires to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

**Article XII, Section 1** is amended by the addition of the following:  
The recorded easements and licenses for the Planned Community by reason of the addition of Phase F1A are set forth on **Exhibit B** attached to this Eleventh Amendment to the Declaration. The recorded easements and licenses for the Planned Community by reason of the addition of Phase F1B are set forth in Exhibit C to this Amendment.

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**ELEVENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1B)  
Page 3 of 6**

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2002-092455-0

**Public Offering Statements/Resale Certificates:**

The responsibility for preparation of Public Offering Statements pursuant to AS 34.08.520 and/or Resale Certificates pursuant to AS 34.08.590 for Phases E1, F1A and F1B shall be with the Dealer WHITE RAVEN DEVELOPMENT, INC., and Declarant shall provide Dealer with information necessary to enable Dealer to fulfill such requirements.

IN WITNESS WHEREOF, Declarant and "Dealer"/Owner have caused this Eleventh Amendment to Declaration to be executed on the 22<sup>nd</sup> day of November 2002.

"DEALER"/OWNER  
WHITE RAVEN DEVELOPMENT, INC.

DECLARANT  
GOLDENVIEW REALTY, INC.:

  
By: Greg Rumsey  
Its: Vice-President

  
By: John Berggren  
Its: President

---

ELEVENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1B)  
Page 4 of 6

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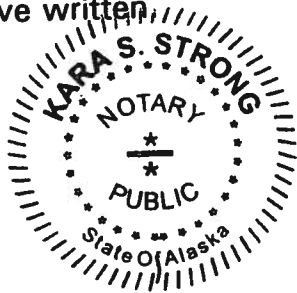


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2002-092466-0

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 22<sup>nd</sup> day of November 2002, before me, the undersigned Notary Public, personally appeared JOHN BERGGREN, known to me to be the President of GOLDENVIEW REALTY, INC., and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official, seal the day and year first above written,



*Kara S Strong*

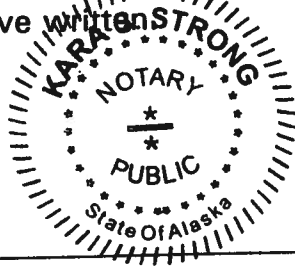
Notary Pubic in and for Alaska

My Commission Expires: 3-18-06

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 22<sup>nd</sup> day of November 2002, before me, the undersigned Notary Public, personally appeared GREG RUMSEY, known to me to be the Vice-President of WHITE RAVEN DEVELOPMENT, INC., and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official, seal the day and year first above written,



*Kara S Strong*

Notary Pubic in and for Alaska

My Commission Expires: 3-18-06


**ELEVENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1B)  
Page 5 of 6**

**AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**



The undersigned Beneficiaries of Deeds of Trust encumbering the property described herein consent and agree to the foregoing Eleventh Amendment and submission of such property to the terms and provisions of the Common Interest Ownership Act (AS 34.08, et seq.) in the State of Alaska.

**BENEFICIARIES:**

  
Goldenview Realty, Inc.  
By: John Berggren  
Its: President

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**ELEVENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1B)  
Page 6 of 6**

**AFTER RECORDING, RETURN TO:  
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Anchorage, Alaska 99503**



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2002-092455-0



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**TENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE D2)**

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DECLARANT GOLDENVIEW LAND COMPANY, INC., of 16420 St. James Place, Anchorage, Alaska 99516, hereby Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08 et. seq.) for GOLDENVIEW PARK, A Planned Community, recorded September 16, 1996, in Book 2975, at Page 953, (the "Declaration") as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999 in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 3465, Page 118, as further amended by Seventh Amendment recorded May 21, 2001, in Book 3842, Page 727, as further amended by Eighth Amendment, recorded May 21, 2001, in Book 3842, Page 742, as further amended by Ninth Amendment recorded February 20, 2002 under 2002-011657-0 as Corrected and Restated by instrument recorded July 10, 2002 under 2002-046038-0 all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding Phase D2 to such Planned Community.

The Phase D2 real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:

Lots Seventeen (17) Through Twenty-four A (24A), Block Three (3), Lots Seven (7) Through Twenty-nine (29), Block Four (4) and Greenbelt Tracts Ten A (10A), Twelve A (12A), Thirteen A (13A),

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**TENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE D2)  
Page 1 of 4**

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3150 C Street, Suite 250  
Anchorage, Alaska 99503



Thirteen B (13B) and Seventeen A (17A), Goldenview Park Phase D2 according to Plat 2002-74 filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase D2 Property" or "Phase D2".

The following portions of the "Declaration" are amended for the purpose of adding Phase D2:

Article I, Section 5 is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase D2 to a "Lot Owner" are as follows:

GREENBELT TRACTS TEN A (10A), TWELVE A (12A), THIRTEEN A (13A), THIRTEEN B (13B), SEVENTEEN A (17A) and TWENTY-B (20-B), according to Plat 2002-74, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.

Article IV, Section 1 is amended by the addition of the following:

There are 32 Lots in Phase D2, and a total of 244 Lots in Phase B1, C1, A1, D1, A2, E1, F1A, B2, C2 and D2.

Article IV, Section 3 is amended by the addition of the following:

The boundaries of the Lots in Phase D2 of this Planned Community are the lot lines as shown on the above referred to Plat 2002-74.

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TENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, *et seq.*)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE D2)  
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Anchorage, Alaska 99503



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2002-046038-0

Article IX, Section 1, Exhibit A is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases Phase B1, C1, A1, D1, A2, E1, F1A, B2, C2 and D2) is determined by dividing 100% by the number of Lots in all Phases (244 Lots total). To simplify the allocation and to insure that 100% of the allocated interest is accounted for, it is permissible to use fractions created by dividing one by the number of Lots in the Planned Community.

Article X, Section 10 is amended by the addition of the following:

Declarant expressly reserves for a period of Fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase D2 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase B1, Phase C1, Phase A1, Phase D1, Phase A2, Phase E1, Phase F1A, Phase B2, Phase C2 and Phase D2 Property or other property added to the Planned Community. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desire to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

Article XII, Section 1 is amended by the addition of the following:

The recorded easements and licenses for the Planned Community by reason of the addition of Phase D2 are set forth on Exhibit B attached to this Tenth Amendment to the Declaration.

IN WITNESS WHEREOF, Declarant and "Dealer"/Owner have caused this Tenth Amendment to Declaration to be executed on the 10<sup>th</sup> day of July 2002.

DECLARANT  
GOLDENVIEW LAND COMPANY

By:   
John Berggren, President

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TENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE D2)  
Page 3 of 4



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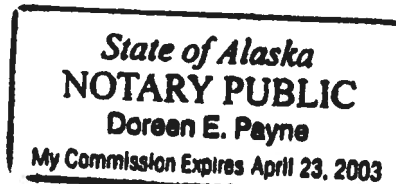
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 10<sup>th</sup> day of July  
2002, before me the undersigned Notary Public personally appeared John Berggren,  
who is known to me to be the person named in and who executed the above and  
foregoing, and he acknowledged to me that he signed the same freely and voluntarily  
for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Doreen E. Payne  
Notary Public in and for Alaska  
My Commission Expires: 04/23/2003



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TENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE D2)  
Page 4 of 4

5/24/02  
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JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503



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2002-046038-0

**EXHIBIT B TO**  
**TENTH AMENDMENT TO**  
**DECLARATION SUBMITTING REAL PROPERTY TO THE**  
**UNIFORM COMMON INTEREST OWNERSHIP ACT**  
**(AS 34.08, et seq.)**  
**FOR**  
**GOLDENVIEW PARK, A PLANNED COMMUNITY**  
**(PHASE D2)**

**Licenses and Easements**

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1. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 12, 1953, Book 97, Page 201. (Blanket Easement)
2. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone line or system distribution line or system by instrument recorded September 27, 1954, Book 109, Page 260. (Blanket Easement)
3. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded January 17, 1955, Book 113, Page 215. (Blanket Easement)
4. Easement for public use and appurtenances thereto granted to Anchorage, A Municipal Corporation, recorded August 11, 1982, Book 764, Page 574. (Affects a southeasterly portion refer to document)
5. Easement for cable television lines or system and appurtenances thereto granted to Prime Cable of Alaska, a limited partnership, recorded June 21, 1994, Book 2670, Page 614 (Refer to document)
6. Easement for cable television lines or system and appurtenances thereto granted to Prime Cable of Alaska, a limited partnership, recorded June 21, 1994, Book 2670, Page 618 (Refer to document)



7. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 954. (Refer to document)
8. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 957. (Refer to document)
9. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 960. (Refer to document)
10. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 963. (Refer to document)
11. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 966. (Refer to document)
12. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 970. (Refer to document)
13. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 1. (Refer to document)
14. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 5. (Refer to document)
15. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 14. (Refer to document)
16. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 580. (Refer to document)
17. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 583. (Refer to document)



18. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 1, 1996, Book 2982, Page 97. (Blanket Easement)
19. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 21, 1997, Book 3066, Page 225. (Blanket Easement)
20. Slope easements as dedicated and reserved on the plat of said subdivision, as follows:  
"There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality."
21. Easements as dedicated and shown on the plat of said subdivision.
22. Easement for natural gas facilities and appurtenances thereto granted to ENSTAR NATURAL GAS COMPANY, recorded August 31, 2001, Serial Number 2001-059460-0.



## **PUBLIC OFFERING STATEMENT**

### **GOLDENVIEW PARK, A Planned Community (PHASES A1, B1, C1, D1, A2 E1, F1A, B2, C2 and D2)**

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The information below constitutes the Public Offering Statement of **GOLDENVIEW PARK, A Planned Community**, and is intended to fulfill the obligations imposed upon the Declarant by A.S. 34.08.530 and .540. As of date (July 5, 2002) it supercedes all prior Public Offering Statements for the Planned Community.

Goldenvue Park is a subdivision submitted to the provisions of the Common Interest Ownership Act (A.S. 34.08. et set.), by a recorded Declaration Submitting Real Property to the Uniform Common Interest Ownership Act ("Act") creating what is defined in those statutes as a "Planned Community". A copy of this Declaration is attached to this Public Offering Statement as **Exhibit 1**. The Declaration established Phase B1 as the First Phase of the Project. A copy of the First Amendment to the Declaration which added Phase C1 to this Common Interest Community is attached as **Exhibit 1-A**. A copy of the Second Amendment to the Declaration which added Phase A1 is attached as **Exhibit 1-B**. A copy of the Third Amendment to the Declaration which added Phase D1 is attached as **Exhibit 1-C**. A copy of the Fourth Amendment which amended and restated Article XIII, Section 14 (Exhibit C of the Declaration Exhibit 1) is attached as **Exhibit 1-D**. A copy of the Fifth Amendment to the Declaration which added Phase A2 and amended Article XI, Section 2 with respect to members of the Architectural Control Committee is attached as **Exhibit 1-E**. A copy of the Sixth Amendment to the Declaration which added Phase E1 is attached as **Exhibit 1-F**. A copy of the Seventh Amendment to the Declaration which added Phase F1A and amended and restated Article XIII, Section 14, Exhibit C is attached as **Exhibit 1-G**. A copy of the Eighth Amendment to the Declaration which added Phase B2 is attached as **Exhibit 1-H**. A copy of the Ninth Amendment to the Declaration (as corrected and restated) which added Phase C2 is attached as **Exhibit 1-I**. A copy of the Tenth Amendment to the Declaration which added Phase D2 is attached as **Exhibit 1-J**.

1. **The Name and Address of the Declarant Establishing this Planned Community is:**

(a) Declarant:

GOLDENVIEW LAND COMPANY, INC.  
16420 St. James Place  
Anchorage, Alaska 99516

(b) Name, Address and Type of Common Interest Community:

GOLDENVIEW PARK, A Planned Community  
located off of Rabbit Creek Road, Anchorage, Alaska  
and accessed via Bridgeview Drive

(c) Name and address of Owner, Dealer as to Phases E1 and F1A

WHITE RAVEN DEVELOPMENT, INC  
360 East 10<sup>th</sup> Avenue  
Anchorage, Alaska 99510  
is the dealer" as defined in AS 34.08.990 (11)  
with respect to said Phases E1 and F1A.

2. General Description Of Project.

If and when Goldenview Park Subdivision is fully developed, as provided for in the Declaration (**Exhibit 1**, hereto), it will consist of approximately 470 Lots on approximately 166 acres. The Planned Community is being developed in stages (Phases) and at this juncture only the First Phase (designated as Phase B-1), the Second Phase (designated as Phase C1), the Third Phase (designated as Phase A1), the Fourth Phase (designated as D1), the Fifth Phase (designated as A2), the Sixth Phase (designated as E1), the Seventh Phase (designated as F1A), the Eighth Phase (designated as B2), the Ninth Phase (designated as C2) and the Tenth Phase (designated as D2) have been established for a total of 244 Lots.

All Lots are restricted by the Declaration to construction of detached single family houses with detailed Covenants, Conditions and Restrictions affecting development and the size and type of improvements that may be constructed.



3. Number Of Lots.

The First Phase of this Project (Phase B1) contains 28 Lots. The Second Phase of the Project (Phase C1) contains 37 Lots. The Third Phase of the Project (Phase A1) contains 6 Lots. The Fourth Phase of the Project (Phase D1) contains 20 Lots. The Fifth Phase of the Project (Phase E1) contains 32 Lots. The Sixth Phase of the Project (Phase E1) contains 24 Lots. The Seventh Phase of the Project (Phase F1A) contains 25 Lots. The Eighth Phase of the Project (Phase B2) contains 30 Lots. The Ninth Phase of the Project (Phase C2) contains 10 Lots. The Tenth Phase of this Project (Phase D2) contains 32 Lots.

Under the Development Rights reserved by the Declarant in the Declaration (**Exhibit 1**, hereto), a total of 470 Lots may be developed within the Planned Community. Declarant makes no representations or assurances as to the number of Lots that will be added, the order of development, or when these Phases will be completed, if ever. Exhibit 5 shows the 244 Lots developed to date as well as the additional property that may be developed and added to Goldenview Park. The Property on which Future Phases of the Project may be developed is identified at Article I, Section 14 of the Declaration (**Exhibit 1**) Also see Exhibit 5 to this Public Offering Statement.

4. Documents.

(a) Declaration. The Declaration (**Exhibit 1**) is the legal document which creates the Common Interest Community and establishes, together with A.S. 34.08 *et seq.*, the basic rules for its operation. It also established Phase B1 as the First Phase of this Project. The First Amendment added Phase C1 to the Planned Community and is attached as Exhibit 1-A. The Second Amendment added Phase A1 to the Planned Community and is attached as Exhibit 1-B. The Third Amendment added Phase D1 to the Planned Community and is attached as Exhibit 1-B. The Fourth Amendment amended and restated Article XIII, Section A (Exhibit C of the Declaration) and is attached as Exhibit 1-D. The Fifth Amendment added Phase A2 to the Planned Community and is attached as Exhibit 1-E. The Sixth Amendment added Phase E1 to the Planned Community and is attached as Exhibit 1-F. The Seventh Amendment added Phase F1A to the Planned Community and is attached as Exhibit 1-G. The Eighth Amendment added Phase B1 to the Planned Community and is attached as Exhibit 1-H. The Ninth Amendment added Phase C2 to the Planned Community as amended and restated, and is attached as Exhibit 1-I. The Tenth Amended added Phase D2 to the Planned Community and is attached as Exhibit 1-J.

The Act requires that this Public Offering Statement include a brief narrative description of the significant features of the Declaration, but you are advised that all of the statements in the Declaration and Amendments thereto described above are important and the description below is only summary in nature and must not be relied upon in place of a careful reading of the actual Declaration and the Amendments to it.

The Declaration (Exhibit 1) establishes the relationship between you and your Lot and the other Lots and Lot Owners within the Project. It also describes the entire Common Interest Community that may ultimately be developed, and the uses and activities that are permitted, directed or prohibited.

The Declaration (Exhibit 1) includes a Table of Contents which list its significant features. Exhibits to the Declaration are also important. The most recent Amendment to the Declaration (Tenth Amendment - Exhibit 1-J) sets forth the computation of the percentage interest allocated to each lot for all purposes including voting strength and responsibility for payment of annual dues and assessments. This will change if and when additional phases are added, but generally will be in the ratio one bears to the total number of lots. You should review the formula for determining this interest which is at Article IX of the Declaration (Exhibit 1).

The Standards for architectural control are found at Article XI of the Declaration (Exhibit 1). This Article was modified with respect to the Architectural Control Committee membership by the Fifth Amendment (Exhibit 1-E). The responsibility for the Association of Lot Owners to maintain and repair the Common Elements and an explanation of what the Common Elements are is found at Article VIII of the Declaration (**Exhibit 1**). Generally speaking, this includes Association responsibility for the maintenance, repair and replacement for Bridgeview Drive from Rabbit Creek Road to the Project, including the bridge over Little Rabbit Creek, entry features, signage, bike trails, lighting, landscaping, drainage and utility easements; and all of the streets, drainage systems, street lighting, sidewalks, landscaping, signage and bike trails located within the Project itself.

Article X is especially important because it describes the rights the Developer (the "Declarant") has to add to the Planned Community.

Article XIII, Section 14, Exhibit C to the Declaration (Exhibit 1) as amended and restated by the Seventh Amendment (Exhibit 1-G) sets forth in detail the Use and Occupancy Restrictions currently in effect. These provisions have a significant effect on how the Lots may be used and should be carefully reviewed. Note that the Declaration

allows the Declarant to establish different Use and Occupancy Restrictions for future phases.

Article XVII describes how each lot is assessed for its share of the common expenses of administration and maintenance of the Planned Community, and how the assessment is a lien against the Lot and the record owner which may be enforced by lawsuit, foreclosure and otherwise.

Article XXIV provides for Declarant remuneration for a period of ninety (90) years from the recording of the Declaration. Under this provision each Lot and Lot Owner is obligated for an annual payment of \$150 to the Declarant. This sum can be adjusted as the cost of living changes.

(b) Recorded Documents Affecting the Common Interest Community. Recorded covenants, conditions, restrictions and reservations affecting the Common Interest Community are as set forth in the Declaration and Amendments thereto.

Be advised however, that the overall control of this Planned Community is vested in the Anchorage Municipality, pursuant to conditions and ordinances allowing the development to take place. In this regard all purchasers of Lots should inquire and familiarize themselves with Municipal requirements and restrictions concerning vegetation, landscaping, clearing etc. in relation to obtaining a Certificate of Occupancy from the Municipality for the constructed residence which is necessary for take out or permanent financing. Accordingly, purchase, construction, sale and related documents for Lots upon which residences are to be constructed specify what party or parties are to be financially responsible for compliance.

(c) Bylaws. The Bylaws of the Association of Owners of Lots within the Goldenview Park Planned Community are attached as **Exhibit 2**.

(d) Copies Of Contracts And Leases To Be Signed By Purchasers At Closing. There are none, except normal closing documents. The mere acceptance of the Deed will make each Lot Owner subject to the Declaration, as amended from time to time, and subject to the rights, privileges and obligations therein.

(e) Contracts Or Leases That Will Or May Be Subject To Cancellation. The Association is presently under control of the Declarant, pursuant to A.S. 34.08.330 and the Declaration. Any contracts or leases of the Association that may be in effect at

the time of transfer of the Association from Declarant to Homeowner control may be canceled by the Association under A.S. 34.08.360.

There are no leases or management contracts in effect at the time this Public Offering is issued.

(f) Articles Of Incorporation. The Articles of Incorporation for the Association of Owners of Lots within the Goldenview Park Planned Community are attached as **Exhibit 3**.

5. Balance Sheets And Budget.

A current balance sheet, a projected budget for the Association for twelve (12) months and current budget are attached as **Exhibit 4**.

The budget documents were prepared by Real Estate Unlimited, LLC., whose mailing address is P.O. Box 110687, Anchorage, Alaska 99511-0687, and include a statement of the budget assumptions concerning occupancy, calculation of the reserves certified by a certified architect or engineer and inflation factors, including without limitation:

- A. A statement of the amount included in the budget as a reserve for repairs and replacement, including the estimated costs for repair or replacement costs, and the estimated useful life of the asset to be repaired or replaced;
- B. A statement of any other reserves;
- C. The projected common expense assessment by category and expenditures for the Association; and
- D. The projected common expense annual assessment for each Lot.

The budget provides for an annual twelve (12) month assessment per Lot of \$750, based on the assumption that Owners of all Lots are paying. Since the Developer (Declarant) owned Lots have reduced or different obligations for assessment payments this assumption is not appropriate unless no Lots in a particular phase are "owned" by Declarant. Assessments will be due one-half (½) on January 15th and one-half (½) on

June 15th of each calendar year. A prorata portion will be collected at closing.

The budget for the Association may not be sufficient to meet the expenses of the Association, in which case the budget must be revised or increased, and dues or a special assessment may be necessary. The procedure for adopting the budget and levying assessments is described in Article XVII of the Declaration (**Exhibit 1**).

**6. Unbudgeted Services Of Declarant.**

The Declarant provides no other services now that are not included in the projected budget of the association attached hereto. Services by Declarant will be on a voluntary basis only. If supplied, Declarant will be entitled to a credit on any assessment it may be obligated to pay by reason of Ownership of one or more Lots.

**7. Special Or Additional Fees Due From Purchaser At Closing.**

There are no additional or special fees due from Purchaser at closing to Declarant. A prorata portion of the Annual Assessment and a \$200 assessment reserve payment will be collected at closing, however.

**8. Liens, Defects Or Encumbrances Affecting Title.**

Attached as Exhibit B to the Declaration and Exhibit B to the Amendments to the Declaration adding Phases to the Goldenview Park Planned Community, are lists of recorded Easements and Licenses affecting the Common Interest Community.

Each Lot will be sold free and clear of liens for security for Declarant's Construction Financing and the Common Elements to be conveyed to the Homeowner's Association will be conveyed free and clear of any such liens or encumbrancers.

The Declaration provides, however, for a continuing lien in favor of the Association of Owners against each Lot for its prorata share of Common Expenses.

**9. Financing Offered Or Arranged For By The Declarant.**

None.

10. **Warranties And Limitation Of Warranty.**

The only warranty offered by the Declarant is identical to the warranty created by A.S. 34.08.640 as the same may apply to the Lots being sold. Specifically, Declarant warrants that the Lots when completed, and the subdivision when completed will be: (a) suitable for the ordinary uses of real estate of its type; (b) free from defective materials; and (c) (i) in accordance with applicable law and sound engineering and construction standards, and (ii) in skillful and workman-like manner. Each Purchaser of a Lots prior to or at closing will be required to execute an agreement reducing the period for filing claims for breach of warranty to two (2) years form the date the cause of action accrues as allowed by A.S. 34.08.660. See Exhibit 6.

Declarant offers this Warranty as to all Phases except Phase E1 and F1A. Warranty obligations for these Phases are the responsibility of White Raven Development, Inc. (Please see 1(C) above).

11. **Buyer's Right To Cancel.**

(a) Within fifteen (15) days after receipt of a Public Offering Statement, Purchaser, before conveyance, may cancel any contract for purchase of a Lot from Declarant.

(b) If Declarant fails to provide a Public Offering Statement to Purchaser before conveying a Lot to the Purchaser, the Purchaser may recover from the Declarant ten percent (10%) of the sales price of the Lot plus ten percent (10%) of the share, proportionate to the common expense liability of the Lot, of any indebtedness of the association secured by security interest encumbering the Common Interest Community.

(c) A Purchaser who receives the Public Offering Statement more than fifteen (15) days before signing a contract cannot cancel the contract.

12. **Unsatisfied Judgments Or Pending Suits.**

There are no unsatisfied judgments or pending suits against the Project or the Association.

13. **Escrow.**

Any deposit made in connection with the purchase of a Lot will be held in licensed real estate broker's trust account or a trust account in a commercial bank doing business in Anchorage, Alaska, until closing and will be returned to the Purchaser if the Purchaser cancels the contract pursuant to AS 34.08.580.

The name and address of the escrow agent is the real estate firm with which the Lots are listed for sale:

Prudential Vista Real Estate  
4241 C Street, Suite 305  
Anchorage, Alaska 99503

or such other escrow company as may be selected from time to time by the Declarant.

14. **Use, Occupancy And Alienation Restrictions.**

Architectural Control Standards are found at Article XI to the Declaration (**Exhibit 1**). Section 2 of this Article was amended by the Fifth Amendment with respect to the members of the Architectural Control Committee.

Restrictions on Use and Occupancy are found at Article XIII, Section 14, **Exhibit C** of the Declaration, with modifications of portions in the First Amendment. These Restrictions were amended and restated in the Seventh Amendment (**Exhibit 1-G**). Lots in additional or Future Phases to the Project will be subject to Architectural Control, Use and Occupancy Standards recorded with the Amendment adding that Phase, but may be significantly different than those phases established as of date. Use of the Lots is also subject to the Bylaws and Rules of the Association. At this time there are no use or occupancy restrictions set forth on the Plats filed for each Phase,, other than those contained in the Seventh Amendment to the Declaration (**Exhibit 1-G**), and applicable Anchorage Municipality ordinances and requirements.

In general, all Lots in **GOLDENVIEW PARK** are restricted by the Declaration to residential use as single-family residences.

Currently there are no other restrictions on alienation (transfer) of a Lot or the amount for which a Lot may be sold or on the amount that may be received by a Lot Owner on sale, condemnation or casualty loss to the Lot, or to the Common Interest Community or on termination of the Common Interest Community.

**15. Insurance Coverage.**

The Declaration requires the Association to maintain property and liability coverage only on the Common Elements and not on the individual Lots. Lot Owners are responsible for insuring improvements constructed on their Lots, and liability associated with their Lot.

The Common Elements for this Project are as follows:

Tract One (1), Block One (1), GBT (Greenbelt) 17 Block Three (3), GBT Thirteen (13), Block Four (4), GBT Eighteen (18), Block Five (5), and GBT Nineteen (19), Block Six (6), according to Plat 96-81, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACT TWENTY-SIX (26), BLOCK SEVEN (7), GREENBELT TRACT TWENTY-FIVE (25), BLOCK NINE (9), GREENBELT TRACTS TWENTY-NINE AND TWENTY-NINE-A (29 AND 29-A), BLOCK TEN (10) AND GREENBELT TRACT TWENTY (20), BLOCK ELEVEN (11), GOLDENVIEW PARK PHASE C-1, according to Plat 97-40, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS THIRTY-ONE (31), THIRTY-TWO (32) AND FIFTY (50), GOLDENVIEW PARK PHASE A1, according to Plat 97-55, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS TWENTY-FIVE (25), TWENTY-NINE (29) AND THIRTY (30) GOLDENVIEW PARK PHASE D1, according to Plat 98-28, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS ONE (1), TWO (2), THREE (3) AND SEVENTEEN (17), GOLDENVIEW PARK PHASE A2 according to Plat 99-31, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.



GREENBELT TRACTS 23, 24, 25 GOLDENVIEW PARK PHASE F1A according to Plat 2001-48, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS 3,9, 10, 11 AND 21 GOLDENVIEW PARK B2 according to Plat 2001-62, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS 12, 13 AND 20B GOLDENVIEW PARK C2, according to Plat 2002-15, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS 10A, 12A, 13A, 13B, 17A and 20B GOLDENVIEW PARK, according to Plat 2002-74 filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following are also included within the term "Common Elements" although not to be owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, Bridgeview Drive entry features, signage, lighting, bike trails, landscaping, drainage and utility easements along Bridgeview Drive from its intersection with Rabbit Creek Road to the Phase B-1 Property, and all the streets, drainage systems, street lighting, sidewalks, landscaping and bike trails within the Project.

**16. Unusual And Material Circumstances.**

(a) Goldenview Park Homeowner's Association will be responsible for maintenance, repair and replacement of all of the Common Elements described above and at Article I, Section 5 of the Declaration (**Exhibit 1**), despite the fact that it will not own such Common Elements.

The Declaration provides that each Lot owner is personally liable for the prorata portion of such expense and the Association of Owners has a legally enforceable lien against each Lot for payment of such expense.

(b) Article XXIV of the Declaration (**Exhibit 1**) provides for continuing remuneration to the Developer/Declarant for a period of ninety (90) years as additional consideration for development of the Project and conveyance of significant Common

Elements (Greenbelt, etc.) to the Association. The ninety (90) year term commences as to each Phase on the recording date of the instrument submitting the particular property to the Common Interest Ownership Act and thereby making it a part of the Goldenview Park Planned Community. Initially the remuneration is \$150 per Lot per year and may be adjusted at the start of each calendar year according to changes in the Consumer Price Index.

17. Development Rights. This Common Interest Community is subject to Development Rights. In particular, this means that the Declarant has the reserved right to create Lots on adjacent land and to cause additional parts of said land to be subject to the Declaration and therefore add to the membership of the Homeowner's Association. (i.e. become a part of the Goldenview Park Planned Community in the future). These rights are set forth at Article X of the Declaration (**Exhibit 1**). With respect to said future developments subject to Development Rights, the following general information is provided:

(a) Number Of Lots. The maximum number of Lots permitted by the Declaration is 470, including the 28 Lots in the First Phase of development( Phase B-1), the 37 Lots in the Second Phase (C1), the 6 Lots in the Third Phase (A1), the 20 Lots in the Fourth Phase (D1), the 32 Lots in the Fifth Phase (A2), the 23 Lots in the Sixth Phase (E1), the 25 Lots in the Seventh Phase (F1A), the 30 Lots in the Eighth Phase (B2), the 10 Lots in the Ninth Phase (C2) and the 32 Lots in the Tenth Phase (D2).

The total land to be developed in Goldenview Park is approximately 166 acres. If 470 Lots are constructed on those 166 acres that will represent a density of approximately 2.7 dwelling lots per acre.

(b) All Lots that may be created and added to the Planned Community will be restricted exclusively to single family residential use. During the period when Declarant is exercising Development Rights, Lots in the Project may be used for models or sales/management offices by Declarant or by builders or dealers to whom Declarant has sold Lots.

(c) The conditions relating to, or limitation upon the exercise of Development Rights are found in the Declaration at Article X (**Exhibit 1**), Sections 8 through 12. Generally, Declarant Development Rights terminate Fifteen (15) years after recording of the Declaration, and all Lots shall only be for single family housing.

(d) Description Of Reserved Development Rights. Development Rights and Special Declarant Rights and Reservations are set forth at Article X of the Declaration (**Exhibit 1**). Development Rights are more particularly described at Article X, Section 8 of the Declaration (**Exhibit 1**). The Development Rights extend for a period of fifteen (15) years after date of recording of the original Declaration and allows for creation of not more than 470 Lots, as described at (a) above. It also provides for the addition of Common Elements and/or the withdrawal of the land from the Common Interest Community (but not withdrawal of the Phase B-1 land, the Phase C1 land, Phase A1 land, the Phase D1 land, Phase A2 land, Phase E1 land, Phase F1A land, the Phase B2 land, the Phase C2 land or the Phase D2 land), the right of architectural control over improvements on a Lot and the right to install fencing, landscaping, and the granting of easements, etc. In addition, rights are reserved to use models, sales and management offices, signage, easements and to change architectural control standards as well as use and occupancy for future phases.

The reserved Development Rights pertain to the real property described at Article I, Section 14 of the Declaration (**Exhibit 1**) and are generally shown on **Exhibit 5** as "may be developed."

(e) Changes In Allocated Interest By Future Development. Article IX of the Declaration describes the allocation of interest to each Lot within the Project, and the formula for adjusting for this allocation as Phases are added. The allocated determines voting strength and liability for common expenses as to that lot. The allocated share of Common Expense liability and voting strength is derived by dividing one by the total number of Lots in the Project. Thus, if all 470 Lots are made a part of the Planned Community the share of common expense liability per Lot will be 1 divided by 470.

(f) Compatibility Of Buildings And Other Improvements In Future Phases. Declarant has retained architectural control authority for construction under Article XII of the Declaration (**Exhibit 1**) is modified by Amendments referred to at Page 1. In order to provide compatibility of buildings and other improvements all Lots created pursuant to the Development Rights will be restricted to residential use. Declarant has, however, reserved the right to specify the permitted uses and architectural control standards for subsequent phases in the Declaration Amendment which brings each Phase into the Planned Community. These standards may differ from those established by the Declaration and Amendments thereto.

(g) Limited Common Elements. There are no Limited Common Elements within Goldenview Park, Planned Community where builders or other owners may construct single family residences. Whether or when homes will be constructed on Lots depends on market conditions and Declarant makes no assurances in this regard. No assurances are intended with respect to the architectural control for future Phases.

(h) Public Improvements. Street construction, utility installation and other public improvements required by the Municipal Subdivision Agreement referred to at 19, below. Declarant makes no assurances beyond the requirements of the Municipal Subdivision Agreement. No assurances are made or intended with respect to limitations as to location of any building or other improvement that may be made a part of this Common Interest Community under Development Rights reserved by Declarant.

(i) No Assurances On Future Common Elements and Limited Common Elements. No assurances have been made or intended that any Limited Common Elements and Limited Common Elements that can be created under Development Rights will be created.

(j) Proportion Of Limited Common Elements To Lots. There are no Limited Common Elements and Declarant makes no assurances with respect thereto.

(k) No Assurances Made As To Permitted Uses, Architectural Standards for Future Development. ( See 17 (f) above)

18. Fees For Use Of Common Elements.

The Association has not levied any fees at this time for use of the Common Elements.

19. Financial Arrangements For Completion Of Improvements.

Declarant is obligated to the Municipality of Anchorage for construction of improvements required by the Municipality. These improvements are set forth in a Subdivision Agreement, notice of which is recorded in the Anchorage Recording District, Third Judicial District, State of Alaska in Book 2977 at Page 397. Each potential purchaser is advised to review such Subdivision Agreement.

Declarant has been required to give the Municipality of Anchorage security for performance of the subdivision agreement by a guaranty by Key Bank Alaska, N.A.

In addition, Declarant has construction financing from Key Bank Alaska, N.A., which Declarant believes is sufficient to fund completion of required improvements for the Lots in this Planned Community as of date.

20. Zoning And Other Land Use Requirements.

The property is zoned R3SL, which permits the residential nature of the improvements to the Lots.

21. Additional Important Information for Builders and Purchasers of Lots for Construction of Residences.

Please pay careful attention to 4(g) of this Public Offering Statement.

**THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE EXHIBITS AND HIS OR HER CONTRACT OF PURCHASE. THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE FROM INDEPENDENT COUNSEL.**

DATED this 10<sup>th</sup> day of July 2002.

**DECLARANT/DEVELOPER  
GOLDENVIEW LAND COMPANY, INC.**

By



**JOHN S. BERGGREN, President**

**EXHIBITS:**

- |            |  |            |  |
|------------|--|------------|--|
| <b>1</b>   | <b>Declaration</b>   | <b>1-D</b> | <b>4<sup>th</sup> Amendment to and amending Article XI, Section 2 of Use and Occupancy Restrictions</b>        |
| <b>2</b>   | <b>Bylaws</b>  | <b>1-E</b> | <b>5<sup>th</sup> Amendment adding Phase A2</b>  |
| <b>3</b>   | <b>Articles of Incorporation</b>   | <b>1-F</b> | <b>6<sup>th</sup> Amendment adding Phase E1</b>  |
| <b>4</b>   | <b>Proposed Budget</b>   | <b>1-G</b> | <b>7<sup>th</sup> Amendment adding Phase F1A and amending and restated Article XIII, Section 14, Exhibit C</b> |
| <b>5</b>   | <b>Map of Developed Lots and Tracts that may be developed as additional phases</b> | <b>1-H</b> | <b>8<sup>th</sup> Amendment adding Phase B2</b>  |
| <b>6</b>   | <b>Limited Warranty</b>  | <b>1-I</b> | <b>Corrected and Restated 9<sup>th</sup> Amendment adding Phase C2</b>   |
| <b>1-A</b> | <b>1<sup>st</sup> Amendment adding Phase C1</b>                                    | <b>1-J</b> | <b>Amendment adding Phase D2</b>   |
| <b>1-B</b> | <b>2<sup>nd</sup> Amendment adding Phase A1</b>                                    |            |  |
| <b>1-C</b> | <b>3<sup>rd</sup> Amendment adding Phase D1</b>                                    |            |  |



CCX 6

**FOURTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE F2)**

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**DECLARANT GOLDENVIEW LAND COMPANY, INC.** (formerly Goldenvue Realty Inc.), of 16420 St. James Place, Anchorage, Alaska 99516, the owner of the below described Phase F2 Property, hereby **Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08, et seq.)** for **GOLDENVIEW PARK, A Planned Community**, recorded September 16, 1996, in Book 2975, at Page 953, as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999, in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 03567, Page 953, as further amended by Seventh Amendment recorded May 21, 2001 in Book 3842, Page 727, as further amended by Eighth Amendment recorded May 21, 2001, in Book 3842, Page 742, as further amended by Ninth Amendment recorded February 20, 2002, under 2002-011657-0, as Corrected and Restated by instrument recorded July 10, 2002 under 2002-046037-0 as further amended by Tenth Amendment recorded July 10, 2002, under 2002-046038-0, as further amended by Eleventh Amendment recorded December 6, 2002, under 2002-046038-0, as further amended by Twelfth Amendment recorded May 16, 2003, under 2003-047330-0, as further amended by the Thirteenth Amendment, recorded September 26, 2003, under 2003-100064-0 all in the Anchorage Recording District, Third Judicial District, State of Alaska, (Collectively Declaration) for the purpose of adding Phase F2 to such Planned Community.

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**FOURTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F2)  
Page 1 of 5**

**AFTER RECORDING, RETURN TO:  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**

The Phase F2 real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:

Lots 3-12, Block 5, Lots 11-23, Block 6, Lots 3-8, Block 7, Lots 6-20, Block 8, and Greenbelt Tracts 18A, 26A, 26B, and 27, according to Plat 2003-138, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase F2 Property" or "Phase F2" and is shown and described on the Plats/Plans filed or recorded herewith under Plat 2003-138, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following portions of the "Declaration" are amended for the purpose of adding Phase F2:

**Article I, Section 5** is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase F2 to a "Lot Owner" are as follows:

GREENBELT TRACTS 18A, 26A, 26B, and 27, according to Plat 2003-138, filed in the Anchorage Recording District, Third Judicial District, State of Alaska

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.





**Article IV, Section 1** is amended by the addition of the following:

There are 44 Lots in Phase F2, and a total of 366 Lots in Phases A1, B1, C1, D1, E1, A2, B2, C2, D2, E2, F1A, F1B, F1C, and F2.

**Article IV, Section 3** is amended by the addition of the following:

The boundaries of the Lots in Phase F2 of this Planned Community are the lot lines as shown on the above referred to Plat 2003- 138.

**Article IX, Section 1, Exhibit A** is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases A1, B1, C1, D1, E1, A2, B2, C2, D2, E2, F1A, F1B, F1C, and F2) is determined by dividing 100% by the number of Lots in all Phases (366 Lots total). To simplify the allocation and to insure that 100% of the allocated interest is accounted for it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community (366).

**Article X, Section 10** is amended by the addition of the following:

Declarant expressly reserves for a period of fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase F2 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase F2, Phase A1, Phase B1, Phase C1, Phase D1, Phase E1, Phase F1A, Phase B2, Phase C2, Phase D2, Phase F1B, Phase E2, and Phase F2 Property. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desires to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

**Article XII, Section 1** is amended by the addition of the following:

The recorded easements and licenses for the Planned Community by reason of the addition of Phase F2 are set forth on **Exhibit B** attached to this Fourteenth Amendment.

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**FOURTEENTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP  
ACT (AS 34.08, et seq.)**

**GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F2)**

Page 3 of 5



**AFTER RECORDING, RETURN TO:  
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Anchorage, Alaska 99503**



**EXHIBIT B**  
**TO**  
**FOURTEENTH AMENDMENT TO DECLARATION**  
**SUBMITTING REAL PROPERTY TO THE**  
**UNIFORM COMMON INTEREST OWNERSHIP ACT**  
**(AS 34.08, et seq.)**  
**FOR**  
**GOLDENVIEW PARK, A PLANNED COMMUNITY**  
**(PHASE F2)**

The recorded easements and licenses for the Planned Community directly caused by the addition of Phase F2 are as follows:

1. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 12, 1953, Book 97, Page 201. (Blanket Easement)

2. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate, and maintain an electric transmission and/or telephone distribution line or system by instrument recorded September 27, 1954, Book 109, Page 260. (Blanket Easement)

3. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 963. (refer to document)

4. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 966. (refer to document)

5. Easement for water and sanitary sewer and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 970. (refer to document)

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2003-100066-0

# RECEIPT FOR PUBLIC OFFERING STATEMENT

The undersigned acknowledges receipt from \_\_\_\_\_  
\_\_\_\_\_, of a copy of the foregoing Public Offering  
Statement with Attachments and Exhibits (and all Amendments thereto) of **GOLDENVIEW  
PARK, A Planned Community**, referred to or described herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
\_\_\_\_\_, Buyer

\_\_\_\_\_  
\_\_\_\_\_, Buyer



2002-046037-0

Recording Dist. 301 - Anchorage

7/10/2002 11:59 AM Pages: 1 of 8

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**CORRECTED AND RESTATED  
NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE C2)**

This Corrected and Restated Ninth Amendment is recorded for the purpose of including the last four lines of the below Article IX, Section 1 and the first three lines of the below Article X, Section 10 that were inadvertently omitted from the recorded Ninth Amendment to the below described Declaration which Amendment was recorded February 20, 2002 under 2002-011657-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

DECLARANT GOLDENVIEW LAND COMPANY, INC., of 16420 St. James Place, Anchorage, Alaska 99516, hereby Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08 et. seq.) for GOLDENVIEW PARK, A Planned Community, recorded September 16, 1996, in Book 2975, at Page 953, (the "Declaration") as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999 in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 3465, Page 118, as further amended by Seventh Amendment recorded May 21, 2001, in Book 3842, Page 727, as further amended by Eighth Amendment, recorded May 21, 2002, in Book 3842, Page 742, all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding Phase C2 to such Planned Community.

**CORRECTED AND RESTATED NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)  
Page 1 of 4**

RETURN TO:  
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503

The Phase C2 real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:

LOTS FORTY (40) THROUGH FORTY-SIX (46) BLOCK FOUR (4) LOTS SIXTY-ONE (61) THROUGH SIXTY-SEVEN (67), BLOCK ELEVEN (11) and GREENBELT TRACTS TWELVE (12), THIRTEEN (13), AND TWENTY B (20-B), according to Plat 2002-15, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase C2 Property" or "Phase C2".

The following portions of the "Declaration" are amended for the purpose of adding Phase C2:

Article I, Section 5 is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase C2 to a "Lot Owner" are as follows:

GREENBELT TRACTS TWELVE (12), THIRTEEN (13), and TWENTY-B (20-B), according to Plat 2002-15, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.

Article IV, Section 1 is amended by the addition of the following:

There are 10 Lots in Phase C2, and a total of 212 Lots in Phase B1, C1, A1, D1, A2, E1, F1A, B2 and C2.

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CORRECTED AND RESTATED NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, *et seq.*)

GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)

Page 2 of 4

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Anchorage, Alaska 99503



2 of 8  
2002-046037-0

**Article IV, Section 3** is amended by the addition of the following:

The boundaries of the Lots in Phase C2 of this Planned Community are the lot lines as shown on the above referred to Plat 2002-15.

**Article IX, Section 1, Exhibit A** is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases Phase B1, C1, A1, D1, A2, E1, F1A, B2 and C2) is determined by dividing 100% by the number of Lots in all Six Phases (212 Lots total). To simplify the allocation and to insure that 100% of the allocated interest is accounted for, it is permissible to use fractions created by dividing one by the number of Lots in the Planned Community.

**Article X, Section 10** is amended by the addition of the following:

Declarant expressly reserves for a period of Fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase C2 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase B1, Phase C1, Phase A1, Phase D1, Phase A2, Phase E1, Phase F1A, Phase B2 and Phase C2 Property or other property added to the Planned Community. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desire to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

**Article XII, Section 1** is amended by the addition of the following:

The recorded easements and licenses for the Planned Community by reason of the addition of Phase C2 are set forth on Exhibit B attached to this Corrected and Restated Ninth Amendment to the Declaration.

---

**CORRECTED AND RESTATED NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, et seq.)**

**GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)**

**Page 3 of 4**

**DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**



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2002-046037-0

IN WITNESS WHEREOF, Declarant and "Dealer"/Owner have caused this Ninth Amendment to Declaration to be executed on the 10<sup>th</sup> day of July 2002.

DECLARANT  
GOLDENVIEW REALTY, INC.

By: [Signature]  
John Berggren, President

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 10<sup>th</sup> day of July 2002, before me the undersigned Notary Public personally appeared John Berggren, who is known to me to be the person named in and who executed the above and foregoing, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

*State of Alaska*  
**NOTARY PUBLIC**  
Doreen E. Payne  
My Commission Expires April 23, 2003

[Signature]  
Notary Public in and for Alaska  
My Commission Expires: 04/23/2003

**CORRECTED AND RESTATED NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST  
OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)**  
Page 4 of 4

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3150 C Street, Suite 250  
Anchorage, Alaska 99503





**EXHIBIT B TO**  
**CORRECTED AND RESTATED**  
**NINTH AMENDMENT TO**  
**DECLARATION SUBMITTING REAL PROPERTY TO THE**  
**UNIFORM COMMON INTEREST OWNERSHIP ACT**  
**(AS 34.08, et seq.)**  
**FOR**  
**GOLDENVIEW PARK, A PLANNED COMMUNITY**  
**(PHASE C2)**

**Licenses and Easements**

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1. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 12, 1953, Book 97, Page 201. (Blanket Easement)
2. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone line or system distribution line or system by instrument recorded September 27, 1954, Book 109, Page 260. (Blanket Easement)
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4. Easement for public use and appurtenances thereto granted to Anchorage, A Municipal Corporation, recorded August 11, 1982, Book 764, Page 574. (Affects a southeasterly portion refer to document)
5. Easement for cable television lines or system and appurtenances thereto granted to Prime Cable of Alaska, a limited partnership, recorded June 21, 1994, Book 2670, Page 614 (Refer to document)
6. Easement for cable television lines or system and appurtenances thereto granted to Prime Cable of Alaska, a limited partnership, recorded June 21, 1994, Book 2670, Page 618 (Refer to document)



7. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 954. (Refer to document)
8. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2893, Page 957. (Refer to document)
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15. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded February 29, 1996, Book 2894, Page 14. (Refer to document)
16. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 580. (Refer to document)
17. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a Anchorage Water and Wastewater Utility, a municipal corporation, recorded September 13, 1996, Book 2974, Page 583. (Refer to document)





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2002-046037-0

18. **Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 1, 1996, Book 2982, Page 97. (Blanket Easement)**
  
19. **Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 21, 1997, Book 3066, Page 225. (Blanket Easement)**

**NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE C2)**

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**DECLARANT GOLDENVIEW LAND COMPANY, INC., of 16420 St. James Place, Anchorage, Alaska 99516, hereby Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08. et seq.) for GOLDENVIEW PARK, A Planned Community, recorded September 16, 1996, in Book 2975, at Page 953, (the "Declaration") as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999, in Book 3465, Page 118, as further amended by Sixth Amendment recorded November 24, 1999 in Book 3465 Page 118, as further amended by Seventh Amendment recorded May 21, 2001, in Book 3842 Page 727 as further amended by Eighth Amendment recorded May 21, 2001 in Book 3842 Page 742, all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding Phase C-2 to such Planned Community.**

**The Phase C2 real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:**

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**NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON  
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)  
Page 1 of 4**

**(February 12, 2002)  
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**

LOTS FORTY (40) THROUGH FORTY-SIX (46) BLOCK FOUR (4) LOTS SIXTY ONE (61) THROUGH SIXTY-SEVEN (67), BLOCK ELEVEN (11) AND GREENBELT TRACTS TWELVE (12), THIRTEEN (13), AND TWENTY B (20-B), according to Plat 2002-\_\_\_\_, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase C2 Property" or "Phase C2".

The following portions of the "Declaration" are Amended for the purpose of adding Phase C2:

Article I, Section 5 is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase C2 to a "Lot Owner" are as follows:

GREENBELT TRACTS TWELVE (12), THIRTEEN (13), and TWENTY - B (20-B), according to Plat 2002-15, filed in the Anchorage Recording District, Third Judicial District, State of Alaska

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.

Article IV, Section 1 is amended by the addition of the following:

There are 10 Lots in Phase C2, and a total of 212 Lots in Phases B1, C1, A1, D1, A2, E1, F1A, B2 and C2.

Article IV, Section 3 is amended by the addition of the following:

The boundaries of the Lots in Phase C2 of this Planned Community are the lot lines as shown on the above referred to Plat 2002-15.

Article IX, Section 1, Exhibit A is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases B1, C1, A1, D1,

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**NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON  
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)**

Page 2 of 4

(February 12, 2002)  
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
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C2 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase B1, Phase C1, Phase A1, Phase D1, Phase A2, Phase E1, Phase F1A, Phase B2 and Phase C2 Property or other property added to the Planned Community. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desires to exercise this Reserved Right after a Common Element has been conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

**Article XII, Section 1** is amended by the addition of the following:  
The recorded easements and licenses for the Planned Community by reason of the addition of Phase C2 are set forth on Exhibit B attached to this Ninth Amendment to the Declaration.

IN WITNESS WHEREOF, Declarant and "Dealer"/Owner have caused this Ninth Amendment to Declaration to be executed on the 19<sup>th</sup> day of February, 2002.

DECLARANT  
GOLDENVIEW REALTY, INC.:

  
JOHN BERGGREN, President

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**NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON  
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)  
Page 3 of 4**

**(February 12, 2002)  
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

This is to certify that on this 19<sup>th</sup> day of February, 2002, before me, the undersigned Notary Public, personally appeared JOHN BERGGREN, known to me to be the President of GOLDENVIEW REALTY, INC., and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

Reynold J. Christie  
Notary Public for Alaska  
My Commission Expires: 7/15/03

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**NINTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON  
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C2)  
Page 4 of 4**

**(February 12, 2002)  
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
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**EXHIBIT B TO**  
**NINTH AMENDMENT TO**  
**DECLARATION SUBMITTING REAL PROPERTY TO THE**  
**UNIFORM COMMON INTEREST OWNERSHIP ACT**  
**(AS 34.08, et seq.)**  
**FOR**  
**GOLDENVIEW PARK, A PLANNED COMMUNITY**  
**(PHASE C2)**

**Licenses and Easements**

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**18. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded October 1, 1996, Book 2982, Page 97. (Blanket Easement)**

**19. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and it's assigns and/or successor's in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 21, 1997, Book 3066, Page 225. (Blanket Easement)**

## **PUBLIC OFFERING STATEMENT**

### **GOLDENVIEW PARK, A Planned Community (PHASES A1, B1, C1, D1, A2 E1, F1A, B2, and C2)**

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The information below constitutes the Public Offering Statement of **GOLDENVIEW PARK, A Planned Community**, and is intended to fulfill the obligations imposed upon the Declarant by A.S. 34.08.530 and .540.

Goldenview Park is a subdivision submitted to the provisions of the Common Interest Ownership Act (A.S. 34.08. et seq.), by a recorded Declaration Submitting Real Property to the Uniform Common Interest Ownership Act. ("Act") A copy of this Declaration is attached to this Public Offering Statement as **Exhibit 1**. The Declaration established Phase B1 as the First Phase of the Project. A copy of the First Amendment to the Declaration which added Phase C1 to this Common Interest Community is attached as **Exhibit 1-A**. A copy of the Second Amendment to the Declaration which added Phase A1 is attached as **Exhibit 1-B**. A copy of the Third Amendment to the Declaration which added Phase D1 is attached as **Exhibit 1-C**. A copy of the Fourth Amendment which amended and restated Article XIII, Section 14 (Exhibit C of the Declaration Exhibit 1) is attached as **Exhibit 1-D**. A copy of the Fifth Amendment to the Declaration which added Phase A2 is attached as **Exhibit 1-E**. A copy of the Sixth Amendment to the Declaration which added Phase E1 is attached as **Exhibit 1-F**. A copy of the Seventh Amendment to the Declaration which added Phase F1A and amended and restated Article XIII, Section 14, Exhibit C is attached as **Exhibit 1-G**. A copy of the Eighth Amendment to the Declaration which added Phase B2 is attached as **Exhibit 1-H**. A copy of the Ninth Amendment to the Declaration which added Phase C2 is attached as **Exhibit 1-I**.

1. **The Name and Address of the Declarant Establishing this Planned Community is:**

(a) **Declarant:**

**GOLDENVIEW REALTY, INC.  
16420 St. James Place  
Anchorage, Alaska 99516**

(b) Name, Address and Type of Common Interest Community:

GOLDENVIEW PARK, A Planned Community  
located off of Rabbit Creek Road, Anchorage, Alaska  
and accessed via Bridgeview Drive

(c) Name and address of Owner, dealer as to Phases E1 and F1A

WHITE RAVEN DEVELOPMENT, INC  
360 East 10<sup>th</sup> Avenue  
Anchorage, Alaska 99510  
is the owner of Phase E1 and F1A  
and "dealer" as defined in AS 34.08.990 (11)  
with respect to said Phases.

2. General Description Of Project.

If and when Goldenview Park Subdivision is fully developed, as provided for in the Declaration (Exhibit 1, hereto), it will consist of approximately 470 Lots on approximately 166 acres. The Planned Community is being developed in stages (Phases) and at this juncture only the First Phase (designated as Phase B-1), the Second Phase (designated as Phase C1), the Third Phase (designated as Phase A1), the Fourth Phase (designated as D1), the Fifth Phase (designated as A2), the Sixth Phase (designated as E1), the Seventh Phase (designated as F1A), the Eighth Phase (designated as B2) and the Ninth Phase (designated by C2) has been established for a total of 212 Lots.

All Lots are restricted by the Declaration to construction of detached single family houses with detailed Covenants, Conditions and Restrictions affecting development and the size and type of improvements that may be constructed.

3. Number Of Lots.

The First Phase of this Project (Phase B1) contains 28 Lots. The Second Phase of the Project (Phase C1) contains 37 Lots. The Third Phase of the Project (Phase A1) contains 6 Lots. The Fourth Phase of the Project (Phase D1) contains 20 Lots. The Fifth Phase of the Project (Phase E1) contains 32 Lots. The Sixth Phase of the Project (Phase E1) contains 24 Lots. The Seventh Phase of the Project (Phase F1A) contains 25 Lots. The Eighth Phase of the Project (Phase B2) contains 30 Lots. The Ninth Phase of the Project (Phase C2) contains 10 Lots. Under the Development Rights reserved by the

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PUBLIC OFFERING STATEMENT

GOLDENVIEW PARK, A Planned Community  
[PHASES A1, B1, C1, D1, A2, E1, F1A, B2 AND C2]

Page 2

Declarant in the Declaration (Exhibit 1, hereto), a total of 470 Lots may be developed within the Planned Community. Declarant makes no representations or assurances as to the number of Lots that will be added, the order of development, or when these Phases will be completed, if ever. Exhibit 5 shows the 212 Lots developed to date as well as the additional tracts that may be developed as well as and lots in the adjacent subdivision. The Property on which Future Phases of the Project may be developed are identified at Article I, Section 14 of the Declaration (Exhibit 1) Also see Exhibit 5 to this Public Offering Statement.

4. Documents.

(a) Declaration. The Declaration (Exhibit 1) which is attached to this Statement is the document which creates the Common Interest Community and establishes, together with A.S. 34.08 et seq., the basic rules for its operation. It also established Phase B1 as the First Phase of this Project. The First Amendment added Phase C1 to the Planned Community and is attached as Exhibit 1-A. The Second Amendment added Phase A1 to the Planned Community and is attached as Exhibit 1-B. The Third Amendment added Phase D1 to the Planned Community and is attached as Exhibit 1-B. The Fourth Amendment amended and restated Article XIII, Section A (Exhibit C of the Declaration) and is attached as Exhibit 1-D. The Fifth Amendment added Phase A2 to the Planned Community and is attached as Exhibit 1-E. The Sixth Amendment added Phase E1 to the Planned Community and is attached as Exhibit 1-F. The Seventh Amendment added Phase F1A to the Planned Community and is attached as Exhibit 1-G. The Eighth Amendment added Phase B1 to the Planned Community and is attached as Exhibit 1-H. The Ninth Amendment added Phase C2 to the Planned Community and is attached as Exhibit 1-I.

The Act requires that this Public Offering Statement include a brief narrative description of the significant features of the Declaration, but you are advised that all of the statements in the Declaration are important and the description below is only a summary in nature and must not be relied upon in place of a careful reading of the actual Declaration and the Amendments to it.

The Declaration (Exhibit 1) establishes the relationship between you and your Lot and the other Lots and Lot Owners within the Project. It also describes the entire Common Interest Community that may ultimately be developed, and uses and activities that are permitted, directed or prohibited.

The Declaration (Exhibit 1) includes a Table of Contents which list its significant features. Exhibits to the Declaration are also important. The most recent Amendment to the Declaration (Ninth Amendment - Exhibit 1-I) sets forth the computation of the percentage interest allocated to each lot for all purposes including voting strength and responsibility for payment of annual dues and assessments. This will change if and when additional phases are added, but generally will be in the ratio one bears to the total number of lots. You should review the formula for determining this interest which is at Article IX of the Declaration (Exhibit 1).

The Standards for architectural control are found at Article XI. This Article was modified with respect to the Architectural Control Committee membership by the Fifth Amendment (Exhibit 1-E). The responsibility for the Association of Lot Owners to maintain and repair the Common Elements and an explanation of what the Common Elements are is found at Article VIII of the Declaration (Exhibit 1). Generally speaking, this includes Association responsibility for the maintenance, repair and replacement for Bridgeview Drive from Rabbit Creek Road to the Project, including the bridge over Little Rabbit Creek, entry features, signage, bike trails, lighting, landscaping, drainage and utility easements; and all of the streets, drainage systems, street lighting, sidewalks, landscaping, signage and bike trails located within the Project itself.

Article X is especially important because it describes the rights the Developer "Declarant" has to add to the Planned Community.

Article XIII, Section 14, Exhibit C to the Declaration (Exhibit 1) as amended and restated by the Seventh Amendment (Exhibit 1-G) sets forth in detail the Use and Occupancy Restrictions currently in effect. These provisions have a significant effect on how the Lots may be used and should be carefully reviewed. Note that the Declaration allows the Declarant to establish different Use and Occupancy Restrictions for future phases.

Article XVII described how each lot is assessed for its share of the common expenses of administration and maintenance of the Planned Community.

Article XXIV provides for Declarant remuneration for a period of ninety (90) years from the recording of the Declaration. Under this provision each Lot and Lot Owner is obligated for an annual payment of \$150. This sum can be adjusted as the cost of living changes.

(b) Recorded Documents Affecting the Common Interest Community.

Recorded covenants, conditions, restrictions and reservations affecting the Common Interest Community are as set forth in the Declaration and Amendments thereto.

Be advised, however, that the overall control of this Planned Community is vested in the Anchorage Municipality, pursuant to conditions and ordinances allowing the development to take place. In this regard all purchasers of Lots should inquire and familiarize themselves with Municipal requirements and restrictions concerning vegetation, landscaping, clearing etc. in relation to obtaining a Certificate of Occupancy from the Municipality for the constructed residence which is necessary for take out or permanent financing. Accordingly, purchase, construction, sale and related documents for Lots upon which residences are to be constructed specify what party or parties are to be financially responsible for compliance.

(c) Bylaws. The Bylaws of the Association are attached as Exhibit 2.

(d) Copies Of Contracts And Leases To Be Signed By Purchasers At Closing. There are none, except normal closing documents. The mere acceptance of the Deed will make each Lot Owner subject to the Declaration, as amended from time to time, and subject to the right, privileges and obligations therein.

(e) Contracts Or Leases That Will Or May Be Subject To Cancellation. The Association is presently under control of the Declarant, pursuant to A.S. 34.08.330 and the Declaration. Any contracts or leases of the Association that may be in effect at the time of transfer of the Association from Declarant to Homeowner control may be canceled by the Association under A.S. 34.08.360.

There are no leases or management contracts in effect at the time this Public Offering is issued.

(f) Articles Of Incorporation. The articles of incorporation for the Association are attached as Exhibit 3.

5. Balance Sheets And Budget.

A current balance sheet, a projected budget for the Association for twelve (12) months and current budget are attached as Exhibit 4.



The budget documents were prepared by Real Estate Unlimited, LLC., whose mailing address is P.O. Box 110687, Anchorage, Alaska 99511-0687, and include a statement of the budget assumptions concerning occupancy, calculation of the reserves certified by a certified architect or engineer and inflation factors, including without limitation:

- A. A statement of the amount included in the budget as a reserve for repairs and replacement, including the estimated costs for repair or replacement costs, and the estimated useful life of the asset to be repaired or replaced;
- B. A statement of any other reserves;
- C. The projected common expense assessment by category and expenditures for the Association; and
- D. The projected common expense annual assessment for each Lot.

The budget provides for an annual twelve (12) month assessment per Lot of \$750, based on the assumption that Owners of all Lots are paying. Since the Developer (Declarant) owned Lots have reduced or different obligations for assessment payments this assumption is not appropriate unless no Lots in a particular phase are "owned" by Declarant. Assessments will be due one-half ( $\frac{1}{2}$ ) on January 15th and one-half ( $\frac{1}{2}$ ) on June 15th of each calendar year. A prorata portion will be collected at closing.

The budget for the Association may not be sufficient to meet the expenses of the Association, in which case the budget must be revised or increased, and dues or a special assessment may be necessary. The procedure for adopting the budget and levying assessments is described in Article XVII of the Declaration (Exhibit 1).

#### **6. Unbudgeted Services Of Declarant.**

The Declarant provides no other services now that are not included in the projected budget of the association attached hereto. Services by Declarant will be on a voluntary basis only. If supplied, Declarant will be entitled to a credit on any assessment it may be obligated to pay by reason of Ownership of one or more Lots.

7. **Special Or Additional Fees Due From Purchaser At Closing.**

There are no additional or special fees due from Purchaser at closing to Declarant. A prorata portion of the Annual Assessment and a \$200 assessment reserve payment will be collected at closing, however.

8. **Liens, Defects Or Encumbrances Affecting Title.**

Attached as Exhibit B to the Declaration and Exhibit B to the Amendments to the Declaration adding Phases to the Goldenview Park Planned Community, are lists of recorded Easements and Licenses affecting the Common Interest Community.

Each Lot will be sold free and clear of liens for security for Declarant's Construction Financing and the Common Elements to be conveyed to the Homeowner's Association will be conveyed free and clear of any such liens or encumbrancers.

The Declaration provides, however, for a continuing lien in favor of the Association of Owners against each Lot for its prorata share of Common Expenses.

9. **Financing Offered Or Arranged For By The Declarant.**

None.

10. **Warranties And Limitation Of Warranty.**

The only warranty offered by the Declarant and Owner/Dealer is identical to the warranty created by A.S. 34.08.640 as the same may apply to the Lots being sold. Specifically, Declarant warrants that the Lots when completed, and the subdivision when completed will be: (a) suitable for the ordinary uses of real estate of its type; (b) free from defective materials; and (c) (i) in accordance with applicable law and sound engineering and construction standards, and (ii) in skillful and workman-like manner. Each Purchaser of a Lots prior to or at closing will be required to execute an agreement reducing the period for filing claims for breach of warranty to two (2) years from the date the cause of action accrues as allowed by A.S. 34.08.660. See Exhibit 6.

Declarant offers this Warranty as to all Phases except Phase E1 and F1A, Owner/Dealer offers this Warranty as to Phase E1 and F1A.

11. **Buyer's Right To Cancel.**

(a) Within fifteen (15) days after receipt of a Public Offering Statement, Purchaser, before conveyance, may cancel any contract for purchase of a Lot from Declarant.

(b) If Declarant fails to provide a Public Offering Statement to Purchaser before conveying a Lot, the Purchaser may recover from the Declarant ten percent (10%) of the sales price of the Lot plus ten percent (10%) of the share, proportionate to the common expense liability of the Lot, of any indebtedness of the association secured by security interest encumbering the Common Interest Community; and

(c) A Purchaser who receives the Public Offering Statement more than fifteen (15) days before signing a contract cannot cancel the contract.

12. **Unsatisfied Judgments Or Pending Suits.**

There are no unsatisfied judgments or pending suits against the Project or the Association.

13. **Escrow.**

Any deposit made in connection with the purchase of a Lot will be held in licensed real estate broker's trust account or a trust account in a commercial bank doing business in Anchorage, Alaska, until closing and will be returned to the Purchaser if the Purchaser cancels the contract pursuant to AS 34.08.580.

The name and address of the escrow agent is the real estate firm with which the Lots are listed for sale:

Prudential Vista Real Estate  
4241 C Street, Suite 305  
Anchorage, Alaska 99503

or such other escrow company as may be selected from time to time by the Declarant.

14. **Use, Occupancy And Alienation Restrictions.**

Architectural Control Standards are found at Article XI to the Declaration (Exhibit 1). Section 2 of this Article was amended by the Fifth Amendment with respect to the members of the Architectural Control Committee.

Restrictions on Use and Occupancy are found at Article XIII, Section 14, Exhibit C of the Declaration, with modifications of portions in the First Amendment. These Restrictions were amended and restated in the Seventy Amendment (Exhibit 1-G). Lots in additional or Future Phases to the Project will be subject to Architectural Control, Use and Occupancy Standards recorded with the Amendment adding that Phase, but may be significantly different. Use of the Lots is also subject to the Bylaws and Rules of the Association. At this time there are no use or occupancy restrictions other than those contained in the Seventh Amendment to the Declaration (Exhibit 1-G).

In general, all Lots in GOLDENVIEW PARK are restricted by the Declaration to residential use as single-family residences.

Currently there are no other restrictions on alienation of a Lot or the amount for which a Lot may be sold or on the amount that may be received by a Lot Owner on sale, condemnation or casualty loss to the Lot, or to the Common Interest Community or on termination of the Common Interest Community.

15. **Insurance Coverage.**

The Declaration requires the Association to maintain property and liability coverage only on the Common Elements and not on the individual Lots. Lot Owners are responsible for insuring improvements constructed on their Lots, and liability associated with their Lot.

The Common Elements for this Project are as follows:

Tract One (1), Block One (1), GBT (Greenbelt) 17 Block Three (3), GBT Thirteen (13), Block Four (4), GBT Eighteen (18), Block Five (5), and GBT Nineteen (19), Block Six (6), according to Plat 96-81, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACT TWENTY-SIX (26), BLOCK SEVEN (7), GREENBELT

TRACT TWENTY-FIVE (25), BLOCK NINE (9), GREENBELT TRACTS TWENTY-NINE AND TWENTY-NINE-A (29 AND 29-A), BLOCK TEN (10) AND GREENBELT TRACT TWENTY (20), BLOCK ELEVEN (11), GOLDENVIEW PARK PHASE C-1, according to Plat 97-40, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS THIRTY-ONE (31), THIRTY-TWO (32) AND FIFTY (50), GOLDENVIEW PARK PHASE A1, according to Plat 97-55, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS TWENTY-FIVE (25), TWENTY-NINE (29) AND THIRTY (30) GOLDENVIEW PARK PHASE D1, according to Plat 98-28, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS ONE (1), TWO (2), THREE (3) AND SEVENTEEN (17), GOLDENVIEW PARK PHASE A2 according to Plat 99-31, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS 23, 24, 25 GOLDENVIEW PARK PHASE F1A according to Plat 2001-48, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS 3,9, 10, 11 AND 21 GOLDENVIEW PARK B2 according to Plat 2001-62, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

GREENBELT TRACTS 12, 13 AND 20B GOLDENVIEW PARK, according to Plat 2002-15, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following are also included within the term "Common Elements" although not to be owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, Bridgeview Drive entry features, signage, lighting, bike trails, landscaping, drainage and utility easements along Bridgeview Drive from its intersection with Rabbit Creek Road to the Phase B-1 Property, and all the streets, drainage systems, street lighting, sidewalks, landscaping and bike trails within the Project.

16. **Unusual And Material Circumstances.**

(a) Goldenview Park Homeowner's Association will be responsible for maintenance, repair and replacement of all of the Common Elements described above and at Article I, Section 5 of the Declaration (Exhibit 1), despite the fact that it will not own the bridge over Rabbit Creek on Bridgeview Drive, Bridgeview Drive, or the entry features, signage, lighting, bike trails, landscaping, drainage and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Project.

(b) Article XXIV of the Declaration (Exhibit 1) provides for continuing remuneration to the Developer/Declarant for a period of ninety (90) years as additional consideration for development of the Project and conveyance of significant Common Elements (greenbelts, etc.) to the Association. The ninety (90) year term commences as to each Phase on the recording date of the instrument submitting the particular property to the Common Interest Ownership Act and thereby making it a part of the Goldenview Park Planned Community. Initially the remuneration is \$150 per Lot per year and may be adjusted at the start of each calendar year according to changes in the Consumer Price Index.

17. Development Rights. This Common Interest Community is subject to Development Rights. In particular, this means that the Declarant has the reserved right to create Lots on adjacent land and to cause additional parts of said land to be subject to the Declaration and therefore add to the membership of the Homeowner's Association. (to become a part of the Goldenview Park Planned Community in the future). These rights are set forth at Article X of the Declaration (Exhibit 1). With respect to said future developments subject to Development Rights, the following general information is provided:

(a) Number Of Lots. The maximum number of Lots permitted by the Declaration is 470, including the 28 Lots in the First Phase of development( Phase B-1), the 37 Lots in the Second Phase (C1), the 6 Lots in the Third Phase (A1), the 20 Lots in the Fourth Phase (D1), the 32 Lots in the Fifth Phase (A2), the 23 Lots in the Sixth Phase (E1), the 25 Lots in the Seventh Phase (F1A), the 30 Lots in the Eighth Phase (B2), and the 10 Lots in the Ninth Phase (C2).

The total land to be developed in Goldenview Park is approximately 166 acres. If 470 Lots are constructed on those 166 acres that will represent a density of approximately 2.7 dwelling lots per acre.

(b) All Lots that may be created will be restricted exclusively to single family residential use. During the period when Declarant is exercising Development Rights, Lots in the Project may be used for models or sales/management offices by Declarant or by builders or dealers to whom Declarant has sold Lots.

(c) The conditions relating to, or limitation upon the exercise of Development Rights are found in the Declaration at Article X (Exhibit 1), Sections 8 through 12. Generally, Declarant Development Rights terminate Fifteen (15) years after recording of the Declaration, and all Lots shall only be for single family housing.

(d) Description Of Reserved Development Rights. Development Rights and Special Declarant Rights and Reservations are set forth at Article X of the Declaration (Exhibit 1). Development Rights are more particularly described at Article X, Section 8 of the Declaration (Exhibit 1). The Development Rights extend for a period of fifteen (15) years after date of recording of the original Declaration and allows for creation of not more than 470 Lots, as described at 17 (a) above. It also provides for the addition of Common Elements and/or the withdrawal of the land from the Common Interest Community (but not withdrawal of the Phase B-1 land, the Phase C1 land, Phase A1 land, the Phase D1 land, Phase A2 land, Phase E1 land, Phase F1A land, the Phase B2 land or the Phase C2 land), the right of architectural control over improvements on a Lot and the right to install fencing, landscaping, and the granting of easements, etc. In addition, rights are reserved to use models, sales and management offices, signage, easements and to change architectural control standards as well as use and occupancy for future phases.

The reserved Development Rights pertain to the real property described at Article I, Section 14 of the Declaration (Exhibit 1) and are generally shown on Exhibit 5 as "may be developed."

(e) Changes In Allocated Interest By Future Development. Article IX of the Declaration describes the allocation of interest to each Lot within the Project, and the formula for adjusting for this allocation as Phases are added. The allocated determines voting strength and liability for common expenses as to that lot. The allocated share of Common Expense liability and voting strength is derived by dividing one by the total number of Lots in the Project. Thus, if all 470 Lots are made a part of the Planned Community the share of common expense liability per Lot will be 1 divided by 470.

(f) Compatibility Of Buildings And Other Improvements In Future Phases. Declarant has retained architectural control authority for construction under Article XII of

the Declaration (**Exhibit 1**). In order to provide compatibility of buildings and other improvements all Lots created pursuant to the Development Rights will be restricted to residential use. Declarant has, however, reserved the right to specify the permitted uses and architectural control standards for subsequent phases in the Declaration Amendment which brings each Phase into the Planned Community. These standards may differ from those established by the Declaration for Phase B-1.

(g) Limited Common Elements. There are no Limited Common Elements in the first Phase of Goldenview Park, A Planned Community. Declarant intends only to add subdivided lots to the association where builders or other owners will construct single family residences. Whether or when homes will be constructed on Lots depends on market conditions and Declarant makes no assurances in this regard. No assurances are intended with respect to the architectural control for future Phases.

(h) Public Improvements. Street construction, utility installation and other public improvements required by the Municipal Subdivision Agreement referred to at 19, below. Declarant makes no assurances beyond the requirements of the Municipal Subdivision Agreement. No assurances are made or intended with respect to limitations as to location of any building or other improvement that may be made a part of this Common Interest Community under Development Rights reserved by Declarant.

(i) No Assurances On Future Common Elements and Limited Common Elements. No assurances have been made or intended that any Limited Common Elements and Limited Common Elements that can be created under Development Rights will be created.

(j) Proportion Of Limited Common Elements To Lots. There are no Limited Common Elements and Declarant makes no assurances with respect thereto.

(k) No Assurances Made As To Permitted Uses, Architectural Standards for Future Development. ( See 17 (f) above)

18. Fees For Use Of Common Elements.

The Association has not levied any fees at this time for use of the Common Elements.



19. Financial Arrangements For Completion Of Improvements.

Declarant is obligated to the Municipality of Anchorage for construction of improvements required by the Municipality. These improvements are set forth in a Subdivision Agreement, notice of which is recorded in the Anchorage Recording District, Third Judicial District, State of Alaska in Book 2977 at Page 397.

Declarant has been required to give the Municipality of Anchorage security for performance of the subdivision agreement by a guaranty by Key Bank Alaska, N.A.:

In addition, Declarant has construction financing from Key Bank Alaska, N.A., which Declarant believes is sufficient to fund completion of improvements for Phase B-1, C1, A1, D1, A2, B2, and C2. Owner/Dealer believes it has sufficient funds/financing to fund completion of improvements for Phases E1 and F1A.

20. Zoning And Other Land Use Requirements.

The property is zoned R3SL, which permits the residential nature of the improvements.

21. Additional Important Information for Builders and Purchasers of Lots for Construction of Residences.

Please pay careful attention to 4(g) of this Public Offering Statement.

**THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE EXHIBITS AND HIS OR HER CONTRACT OF PURCHASE. THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE FROM INDEPENDENT COUNSEL.**

DATED this 16<sup>th</sup> day of February, 2002.

DECLARANT/DEVELOPER  
GOLDENVIEW PARK REALTY, INC.

By   
JOHN S. BERGGREN, President

golden.off

**EXHIBITS:**

- |   |   |     |   |
|---|---|-----|---|
| 1 | Declaration   | 1-A | Amendment adding Phase C1                                       |
| 2 | Bylaws  | 1-B | Amendment adding Phase A1                                       |
| 3 | Articles of Incorporation   | 1-C | Amendment adding Phase D1                                       |
| 4 | Proposed Budget   | 1-D | Amendment and Restrictions<br>of Use and Occupancy Restrictions |
| 5 | Map of Developed Lots and<br>Tracts that may be developed<br>as additional phases | 1-E | Amendment adding Phase A2                                       |
| 6 | Limited Warranty  | 1-F | Amendment adding Phase E1                                       |
|   |   | 1-G | Amendment adding Phase F1A                                      |
|   |   | 1-H | Amendment adding Phase B2                                       |
|   |   | 1-I | Amendment adding Phase C2                                       |

# RECEIPT FOR PUBLIC OFFERING STATEMENT

The undersigned acknowledges receipt from \_\_\_\_\_  
\_\_\_\_\_, of a copy of the foregoing Public Offering  
Statement with Attachments and Exhibits (and all Amendments thereto) of **GOLDENVIEW  
PARK, A Planned Community**, referred to or described herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
\_\_\_\_\_, Buyer

\_\_\_\_\_  
\_\_\_\_\_, Buyer

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**EIGHTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE  
UNIFORM COMMON INTEREST OWNERSHIP ACT  
(AS 34.08, et seq.)  
FOR  
GOLDENVIEW PARK, A PLANNED COMMUNITY  
(PHASE B2)**

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**DECLARANT GOLDENVIEW LAND COMPANY, INC., of 16420 St. James Place, Anchorage, Alaska 99516, hereby Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08. et seq.) for GOLDENVIEW PARK, A Planned Community, recorded September 16, 1996, in Book 2975, at Page 953, (the "Declaration") as amended by First Amendment recorded August 8, 1997, in Book 03105, Page 447, as further amended by Second Amendment recorded August 8, 1997 in Book 3105, Page 459, as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, as further amended by Fourth Amendment recorded August 12, 1998, in Book 3305, Page 744, as further amended by Fifth Amendment recorded May 3, 1999, in Book 3465, Page 118, as further amended by Sixth Amendment recorded November, 24, 1999 in Book 03567, Page 953 as further amended by Seventh Amendment recorded May \_\_\_\_, 2001 in Book \_\_\_\_, at Page \_\_\_\_ all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding (Phase B2) to such Planned Community.**

**The Phase B2 real property hereby submitted to the provisions of the Uniform Common Interest Ownership Act, and to be subject to the Declaration, is described as follows:**

**LOTS NINETEEN (19) THROUGH TWENTY-ONE (21),  
BLOCK TWO (2) LOTS THIRTY (30) THROUGH  
THIRTY-NINE (39), BLOCK FOUR (4), LOTS 23  
THROUGH 32, (32), BLOCK ELEVEN (11), LOTS  
THIRTY-FIVE (35) THROUGH FORTY (40), LOT  
SIXTY (60), BLOCK ELEVEN (11) AND GREENBELT  
TRACTS THREE (3) NINE (9), TEN (10), ELEVEN  
(11) AND TWENTY (20), TWENTY-ONE (21) AND  
THIRTY (30) ACCORDING TO PLAT 2001-62  
IN THE ANCHORAGE RECORDING DISTRICT, THIRD  
JUDICIAL DISTRICT, STATE OF ALASKA.**

**Said property is referred to as the "Phase B2 Property" or "Phase B2".**

**The following portions of the "Declaration" are Amended for the purpose of adding Phase B2:**

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**EIGHTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON  
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE B2)  
Page 1 of 3**

**(May 15, 2001)  
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503**

**Article I, Section 5** is amended by adding the following language:

The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" within Phase B2 to a "Lot Owner" are as follows:

GREENBELT TRACTS THREE (3), NINE (9), TEN (10)  
ELEVEN (11), AND TWENTY-ONE (21) according to  
Plat 2001-62, filed in the Anchorage Recording  
District, Third Judicial District, State of Alaska.

The following are also included within the term "Common Elements", although not to be conveyed to or owned by the Association: the bridge over Little Rabbit Creek on Bridgeview Drive, Bridgeview Drive, entry features, fencing, signage, lighting, bike trails, landscaping, drainage, and utility easements along Bridgeview Drive, from its intersection with Rabbit Creek Road to the Goldenview Park Planned Community Property, and all the streets drainage systems, street lighting, sidewalks, landscaping and bike trails within the Goldenview Park Planned Community.

**Article IV, Section 1** is amended by the addition of the following:

There are 30 Lots in Phase B2, and a total of 202 Lots in Phases B1, C1, A1, D1, A2, E1 and F1A, and B2.

**Article IV, Section 3** is amended by the addition of the following:

The boundaries of the Lots in Phase B2 of this Planned Community are the lot lines as shown on the above referred to Plat 2001-62.

**Article IX, Section 1, Exhibit A** is amended as follows:

The Allocated Interest for the Lots in the Planned Community (Phases B1, C1, A1, D1, A2, E1, F1A and B2) is determined by dividing 100% by the number of Lots in all Phases (202 Lots total). To simplify the allocation and to insure that 100% of the allocated interest are accounted for it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community.

**Article X, Section 10** is amended by the addition of the following:

Declarant expressly reserves for a period of Fifteen (15) years after the date of recording this Amendment, the right to designate the Greenbelt Tracts within the Phase B2 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase B2, Phase B1, Phase C1, Phase A1, Phase D1, Phase A2, Phase E1, Phase F1A and Phase B2 Property or other property added to the Planned Community. Such designation shall not preclude or eliminate benefits to the Association such as utility easements or drainage systems. In the event Declarant desires to exercise this Reserved Right after a Common Element has been

conveyed to the Association, then the Association shall be obligated, upon written request, to promptly execute the necessary documents as directed by Declarant for the purpose of such wetlands designation.

Article XII, Section 1 is amended by the addition of the following:

The recorded easements and licenses for the Planned Community by reason of the addition of Phase B2 are set forth on Exhibit B attached to this Seventh Amendment to the Declaration.

IN WITNESS WHEREOF, Declarant and "Dealer"/Owner have caused this Eighth Amendment to Declaration to be executed on the 18 day of MAY, 2001.


DECLARANT  
GOLDENVIEW REALTY, INC.:

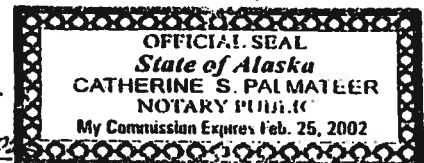
  
JOHN BERGGREN, President

STATE OF ALASKA )  
                                  ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 18 day of May, 2001, before me, the undersigned Notary Public, personally appeared JOHN BERGGREN, known to me to be the President of GOLDENVIEW REALTY, INC., and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official, seal the day and year first above written.

  
Notary Public for Alaska  
My Commission Expires: 2-25-2002



A:\BAMEND.B2

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**EIGHTH AMENDMENT TO  
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON  
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)  
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE B2)  
Page 3 of 3**

(May 15, 2001)  
DOCUMENT PREPARED BY  
JIM CHRISTIE & ASSOCIATES  
3150 C Street, Suite 250  
Anchorage, Alaska 99503