

**SEVENTH 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 F1A)**

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 F1A 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 all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding (Phase F1A) to such Planned Community and for the further purpose of amending and re-stating Exhibit C to Article XIII, Sec 14 of the Declaration.

The Phase F1A 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 TWO (2) THROUGH SEVEN (7), BLOCK NINE (9),
LOTS SEVENTY-TWO (72), SEVENTY-FOUR (74) THROUGH
NINETY-ONE (91), BLOCK ELEVEN (11) AND GREENBELT
TRACTS TWENTY-THREE (23), TWENTY-FOUR (24) AND
TWENTY-FIVE (25). According to Plat 2001-48,
filed in the Anchorage Recording District, Third
Judicial District, State of Alaska.

Said property is referred to as the "Phase F1A Property" or "Phase F1A".

The following portions of the "Declaration" are Amended for the purpose of adding Phase F1A:

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GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1A)**
Page 1 of 4

(May 11, 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 F1A to a "Lot Owner" are as follows:

GREENBELT TRACTS TWENTY-THREE (23), TWENTY-FOUR (24), and TWENTY-FIVE (25), according to Plat 2001-48, 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 25 Lots in Phase F1A, and a total of 172 Lots in Phases B1, C1, A1, D1, A2, E1 and F1A.

Article IV, Section 3 is amended by the addition of the following:
The boundaries of the Lots in Phase F1A of this Planned Community are the lot lines as shown on the above referred to Plat 2001-48

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 and F1A) is determined by dividing 100% by the number of Lots in all Phases (172 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 F1A Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase F1A, Phase C1, Phase A1, Phase D1, Phase A2, E1 and Phase F1A 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

SEVENTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1A)
Page 2 of 4

(May 11, 2001)
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 18 day of May, 2001, before me, the undersigned Notary Public, personally appeared JOHN BERGGREN, known to me to be the President of WHITE 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 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.

Catherine S. Palmateer
Notary Public for Alaska
My Commission Expires: 2-25-2002



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10 day of May, 2001, before me, the undersigned Notary Public, personally appeared Greg Ramsey, known to me to be the President of WHITE 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 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.

Reginald J. Christ
Notary Public for Alaska
My Commission Expires: 7/5/03

SEVENTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE F1A)
Page 4 of 4

(May 11, 2001)
DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3150 C Street, Suite 250
Anchorage, Alaska 99503

EXHIBIT B TO
SEVENTH 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)

LICENSES AND EASEMENTS

1. 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 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 successor's 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. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successor's 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. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successor's interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 16, 1993, Book 2477, Page 610. (A ten foot strip of land 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 614. (Refer

to document)

7. 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)
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 954. (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 957. (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 960. (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 963. (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 966. (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 970. (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 1. (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 6. (Refer to document)
16. Easement for water and sanitary and appurtenances thereto granted to Anchorage d/b/a/ Anchorage Water and Wastewater Utility,

**EXHIBIT B TO SEVENTH AMENDMENT
TO DECLARATION (PHASE B2)
GOLDENVIEW PARK**

a municipal corporation, recorded February 29, 1996, Book 2894, Page 9. (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 February 29, 1996, Book 2894, Page 14. (Refer to document)

18. 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 576. (Refer to document)

19. 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 578. (Refer to document)

20. 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)

21. 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)

22. 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 586. (Refer to document)

23. 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 589. (Refer to document)

24. 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 592. (Refer to document)

25. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successor's 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)

**EXHIBIT B TO SEVENTH AMENDMENT
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GOLDENVIEW PARK**

26. Right of Way Easement, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successor's 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)

27. Easements as dedicated and shown on the plat of said subdivision.

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**EXHIBIT B TO SEVENTH AMENDMENT
TO DECLARATION (PHASE B2)
GOLDENVIEW PARK**

EXHIBIT B TO

**SEVENTH 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 F1A)**

LICENSES AND EASEMENTS

1. 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 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 successor's 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)
3. 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.
4. 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. (Affects the southerly 14 feet).
5. 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)
6. Easement for public use and appurtenances thereto granted to Anchorage, a Municipal Corporation, recorded August 11, 1982, Book 764, Page 574. (Affects the southerly 10 feet)

7. 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. (Affects a southerly portion)
8. 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. (Affects a southerly portion)
9. 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 578. (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 September 13, 1996, Book 2974, Page 580. (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 September 13, 1996, Book 2974, Page 583. (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 September 13, 1996, Book 2974, Page 586. (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 September 13, 1996, Book 2974, Page 589. (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 592. (Refer to document)

A:\EXB.7TH

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**SIXTH 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 E1)**

DECLARANT GOLDENVIEW LAND COMPANY, INC., of 16420 St. James Place, Anchorage, Alaska 99516, and White Raven Development, Inc., of 360 E 100th AVE, Anchorage, Alaska 99515, the owner of the below described Phase E1 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 3485, Page 118, all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding a Sixth Phase (Phase E1) to such Planned Community, and amending Article XIII, Exhibit C of the "Declaration".

The Phase E1 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 SIX (6) THROUGH FOURTEEN (14), BLOCK TEN (10); LOTS ONE HUNDRED THIRTEEN (113) THROUGH ONE HUNDRED TWENTY-SEVEN (127), BLOCK ELEVEN (11); AND GREENBELT TRACTS TWENTY-NINE (29) AND THIRTY (30), according to Plat 99-114, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase E1 Property" or "Phase E1".

The following portions of the "Declaration" are Amended for the purpose of adding Phase E1:

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 E1 to a "Lot Owner" are as follows:

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DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
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GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E1)
Page 1 of 5 (November 19, 1999)**

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

GREENBELT TRACTS TWENTY-NINE (29) AND THIRTY (30), according to Plat 99-114, 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 24 Lots in Phase E1, and a total of 147 Lots in Phases B1, C1, A1, D1, A2 and E1.

Article IV, Section 3 is amended by the addition of the following:
The boundaries of the Lots in Phase E1 of this Planned Community are the lot lines as shown on the above referred to Plat 99-114.

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 and E1) is determined by dividing 100% by the number of Lots in all Six Phases (147 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 (147).

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 E1 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 and Phase E1 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 E1 are set forth on Exhibit B attached to this Sixth Amendment to the Declaration.

**SIXTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E1)
Page 2 of 5 (November 19, 1999)**

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

Article XIII, Exhibit C is amended and restated in accordance with Exhibit C attached. The terms and provisions of Exhibit C shall not be changed without the express written consent of Declarant.

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 shall be with the Dealer 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 Sixth Amendment to Declaration to be executed on the 20 day of NOVEMBER, 1999.

"DEALER"/OWNER: WHITE RAVEN DEVELOPMENT, INC. DECLARANT: GOLDENVIEW REALTY, INC.:

Dave Hultqvist
By: DAVE HULTQVIST
Its: PRESIDENT

John Berggren
JOHN BERGGREN, President

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 20th day of NOVEMBER, 1999, 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 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.



Dan Paul Bell
NOTARY PUBLIC - STATE OF ALASKA
Commission Expires: 12/18/2002

SIXTH AMENDMENT TO
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INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E1)
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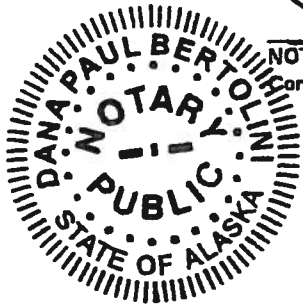
DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

)
) SS.
)

THIS IS TO CERTIFY that on this 20TH day of NOVEMBER, 1999, before me, the undersigned Notary Public, personally appeared DAVE NULTAUST, known to me to be the 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 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.



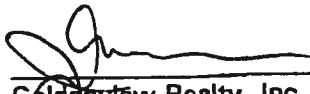
Dana Paul Bertolini
NOTARY PUBLIC - STATE OF ALASKA
Commission Expires: 12/8/2002

**SIXTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E1)
Page 4 of 5 (November 19, 1999)**

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

The undersigned Beneficiaries of Deeds of Trust encumbering the property described herein consent and agree to the foregoing Sixth 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

GVPDec.Am6

**SIXTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE E1)
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DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

**EXHIBIT B TO
SIXTH 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 E1)
[LICENSES AND EASEMENTS]**

Easement including the terms and provisions thereof, for the purposes set out therein,

Recorded	:	January 17, 1955 Book 113, at Page 215
Affects	:	Blanket as to a Southerly portion of said Tract

Slope Easements, as dedicated and reserved on the plat of said subdivision.

Easements as shown on the plat of said subdivision.

Sanitary Sewer Extension Agreement, including the terms and provisions thereof,

Dated	:	July 19, 1996
Executed by and between	:	Goldenview Realty, Inc. and The Municipality of Anchorage
Recorded	:	September 16, 1996 Book 2975, at Page 612

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to	:	CHUGACH ELECTRIC ASSOCIATION
Recorded	:	May 21, 1997 Book 3066, at Page 225
Affects	:	Blanket Easement

EXHIBIT C

ARTICLE XIII

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 1. LAND USE. No Lot shall be used except for detached single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family and a private enclosed garage for not less than two vehicles.

Section 2. BUSINESS OR COMMERCIAL ACTIVITY. No business or commercial activity shall be maintained or conducted on any Lot as per the zoning restrictions of the Municipality of Anchorage. However, certain professional and administrative occupations may be carried on within residences on Lots so long as there exists no external evidence thereof.

Section 3. SIGNS. No sign of any kind, including political signs, shall be displayed to the public view on any Lot except a sign of not more than six (6) square feet advertising the property for sale or rent, except signs used by the builder or Declarant to advertise the properties during the construction or sales period. No such signs shall be nailed or affixed to trees. All signs shall comply with the current zoning ordinance regulations applicable to signs.

Section 4. ANIMALS. No animals, sled dogs, livestock including horses or poultry of any kind shall be raised, bred or kept on any Lot excepting that two (2) dogs, cats or other pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. All pets shall be chained, fenced or otherwise restrained at all times.

No pet shall be allowed to run freely. Lot Owner is responsible for removing it's pets animal feces from all areas of the Planned Community (i.e. when walking bike trails, sidewalks, etc.).

No vicious dogs, as defined by ordinances of the Municipality of Anchorage, shall be kept on any Lot.

Section 5. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the neighborhood. Owners shall contain or control their animals to the extent necessary to eliminate nuisance (including but not limited to barking dogs) to the neighbors. Use of snowmachines, offroad use of motorcycles or all other all-terrain vehicles within the subdivision is expressly prohibited. The Executive Board shall have the authority to levy fines of sufficient amount to deter continuation of any nuisance as determined by the Executive Board.

Section 6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting other than ground cover or other material shall be placed or allowed to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage facilities in the assessment, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. A foot or bike path or trail easement shall not be utilized by motor powered vehicles of any sort except for maintenance, or as approved in writing by the Architectural Control Committee and the Executive Board, or as shown on the subdivision master plan. No live vegetation shall be disturbed in the perimeter buffer easements, except where utilities and storm drainage structures are to be installed, all disturbed areas must be re-vegetated with buffer landscaping. The perimeter buffer landscaping must be maintained.

Section 7. WASTE MATERIALS. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such matter shall be kept in sanitary containers. Construction waste shall be kept to a minimum on site and removed to the satisfaction of the Architectural Control Committee and the Executive Board consistent with professional building industry standards. No incinerators or other equipment for storage or disposal of garbage, trash, rubbish or other waste may be kept, maintained or located at the exterior of any dwelling except (1) in a storage shed, completely enclosed and located or connected next to the exterior wall of the dwelling; or, (2) on the day of garbage pickup. No outside burning shall be allowed, without Executive Board written approval.

Section 8. FIRE AND SECURITY SYSTEMS. All residences are encouraged to be equipped with security systems and fire sprinklers. Residences are advised to wire for LANS to utilize computer driven and telephonic cable technology.

EXHIBIT C TO DECLARATION

Section 9. STORAGE. All vehicles, boats, trailers, campers, motorcycles, recreational vehicles, snowmachines, all-terrain vehicles, and cross-country vehicles of any type, midget cars and all other similar types of property must be stored, located and maintained behind the front of the dwelling and within the minimum dwelling set-back lines under **Section 14** and no such property may be stored, located or maintained on any street in the subdivision. No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be kept on any property within the subdivision. All permitted storage shall be in such a manner as to preserve the goals set forth in the Documents. Fuel storage is prohibited.

Section 10. ANTENNAE. Each dwelling shall be permitted one (1) standard TV, AM/FM antenna. No individual satellite dishes, large sending/receiving antenna or the like shall be permitted in the subdivision. It is the intent of this section to prohibit the proliferation of antennae (other than standard TV, AM/FM) in the subdivision.

Section 11. VEHICLES. No vehicle or trailer may be abandoned or allowed to remain on any Lot for more than thirty (30) days if it is not in operating condition and all vehicles in any Lot must be licensed. No equipment such as bulldozers, work trucks and road graders may be parked on any Lot or street except during that time it is actually working in that area of the subdivision in a continuous manner. No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade. All owners shall comply with the parking ordinances of the Municipality of Anchorage which are applicable to residential neighborhoods i.e., there shall be no on-street overnight parking. No vehicle shall be parked to block a bike trail or sidewalk. No recreational vehicle of any type shall be stored upon any Lot at any time, except between May 15th and September 15th of each year. No such recreational vehicles shall be covered in any manner with tarpaulins or other unsightly coverings as determined by the Architectural Control Committee, in its sole discretion.

Section 12. ARCHITECTURAL CONTROL AND PENALTY. No construction, clearing or site grading shall begin until the Architectural Control Committee has approved the proposed construction. A penalty of One Hundred Dollars (\$100) per day may be assessed for unapproved construction by the Executive Board.

Section 13. OVERALL DESIGN STRUCTURE AND APPEARANCE. The Developer/Declarant of Goldenview Park, A Planned Community, wishes to create a superior residential neighborhood which exhibits a wide range of designs, appearances and colors. Thus, No set of building plans may be replicated or repeated (defined as less than approximately 30% change to the house front) within the subdivision unless the Lots are separated by approximately three hundred feet (300') or so long as two (2) of the same house designs are not readily visible from one position on the street along the same street frontage. The overall appearance of the dwelling will be an important

EXHIBIT C TO DECLARATION

consideration for approval. However, the Architectural Control Committee may waive any requirements at any time in its sole discretion.

Section 14. DRIVEWAY, DWELLING LOCATION, CLEARING LIMITS AND SET-BACK LINES. All required slope stabilization and sedimentation control shall be provided at all times during construction. All construction shall comply with the Municipality of Anchorage, the Alaska Department of Environmental Conservation and the EPA Storm Water Pollution Prevention Plan requirements. A Lot layout plan showing house, driveway and clearing limit locations shall be plotted in compliance with the intent of this Section by a registered surveyor at the Lot owner's expense. This surveyor Certified Plot Plan shall be delivered by each owner to the Architectural Control Committee thirty (30) days prior to construction, showing house and driveway locations for their relation to the Lot lines and surrounding structures, for written approval. Such locations are to be staked according to the plan.

Front Yard: Generally, of approximately thirty feet (30') average or more from the front Lot line.

Side Yard: A total combined setback of approximately twenty-five feet (25') average; with generally a five foot (5') minimum set-back from any side Lot line to the side of a dwelling or outbuilding;

Rear Yard: Approximately twenty-five feet (25') average set back from the rear side of a dwelling or outbuilding to the Lot line;

The dwelling location is to be such that spacing between dwellings is balanced and centered on the lots to the extent practicable.

It is the intent of these requirements to provide optimum possible spacing between all dwellings and/or outbuildings in the subdivision generally averaging twenty-five feet (25') between dwellings or as approved by the Architectural Control Committee based upon Lot shape and dwelling design. Lot Owners may obtain variances from any of these provisions only by written approval of the submitted site plan from the Architectural Control Committee.

Section 15. DWELLING COST, QUALITY AND SIZE. Unless otherwise approved in writing by the Architectural Control Committee and the Executive Board, no dwelling shall be permitted on any Lot at a cost of less than seventy-two percent (72%) of appraised value of the structure and Lot combined, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated here for the minimum permitted dwelling size. The ground floor living area of the main structure, exclusive

of one story open porches, garages and greenhouses, shall not be less than 1,000 square feet of finished living space for a one-story dwelling excluding basement and walk-out basement. Any multi-story/level dwelling shall have a minimum size of 2,100 square feet of finished living area, excluding basement and walk-out basement. Two car garage minimum as approved by the Architectural Control Committee, three car recommended. Lot owners may obtain variances from these provisions by written approval of the Architectural Control Committee.

Section 16. DRAINAGE. All driveways and walkways from the street shall conform with the natural drainage and shall be culverted, unless waived in writing by the Architectural Control Committee and the Executive Board, to allow unimpeded flow drainage. Any alteration of natural drainage shall become the responsibility of the party changing grades and shall so make the necessary provisions for such water and run-off. Anything else herein to the contrary notwithstanding where driveways cross walkways or bike paths the cross slope shall not exceed 3%. All culverts shall be 18 inches in diameter and have prefabricated flared galvanized metal ends. Lot Owners must maintain culverts and keep openings clean of debris, etc.

Section 17. LAWNS AND LANDSCAPING. All disturbed areas shall be landscaped by the Homeowner with trees, shrubs, mulch and grass and seeded, weather permitting, not later than the first growing season after issuance of the (conditional) Certificate of Occupancy. Tree planting in the front and side yards especially between houses shall be emphasized. Steep slopes (steeper than 1 1/2:1) shall be stabilized with rock work or retaining walls. All lawns are to be maintained free of weeds, mowed and trimmed whenever growth exceeds four inches (4"). Homeowners shall plant and mow and maintain roadside right of way drainage and shoulders in the front of their Lot. Fertilizer shall be used sparingly not more than twice yearly to minimize adverse runoff water quality. All homeowners are to submit a Landscape Plan to the Architectural Control Committee for approval.

Section 18. GREENBELTS OR OPEN SPACES. Any areas in the greenbelt disturbed by utilities, storm drainage structures, grading, contouring, cutting or filling, must be recontoured in a natural, pleasing manner and re-vegetated.

Section 19. SIGHT DISTANCE. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the property lines adjacent to the street if extended in straight line. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such intersection, unless the foliage line is maintained at sufficient height to prevent obstruction of sight line.

EXHIBIT C TO DECLARATION

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BK 0356 / PG 96

Section 20. DRIVEWAY PAVING AND LOCATION OF UTILITIES. The excavation for utility connection etc. shall be located so as not to open up visibility between houses. Utility installations shall be underground and located within the approved clearing limits or existing cleared areas. All driveways shall be paved with black asphalt or grey concrete unless otherwise approved in writing by the Architectural Control Committee and the Executive Board. Any utility connections or work that disturb or damage subdivision pathways, roads, curbs or buffer vegetation must be repaired or replaced by the Lot Owner.

Section 21. TREES. No live trees may be removed from any Lot except those trees within the Architectural Control Committee approved clearing limits for the dwelling to be constructed on that Lot. It is the intent of this provision that all persons purchasing Lots shall do their utmost to maintain the live trees and the natural wooded surroundings of their properties. Within 1 year of completion of construction on any Lot, the Lot Owner shall be responsible to replant and maintain live trees to the written approval of the Architectural Control Committee and the Executive Board at the Lot Owner's own expense. It shall be the responsibility of each Lot Owner to inform any construction personnel of these requirements and to take the necessary time and expense to make certain that: (1) no more than 4 inches of dirt is placed over any live tree roots; (2) damaged roots and trees must be painted with protective sealer to prevent dehydration; (3) root feeding of damaged trees is done in a timely fashion; (4) tree surgery is done on all trees deemed unsafe or unsightly to correct the condition; and (5) roots exposed by machinery, etc., are covered by 4 inches of topsoil within thirty (30) days of their exposure. Any Lot recontouring shall be done only with the written approval of the Architectural Control Committee and the Executive Board, and such approval shall be given only after a comprehensive plan has been developed by the Lot Owner. Minor tree surgery to enhance views is allowed. Infested, diseased or dead trees shall be removed immediately, except when weather/snow cover does not permit the safe removal. Stumps shall be trimmed flush with the ground level or removed and covered by soil and re-vegetated immediately as weather conditions permit.

Section 22. TEMPORARY CONSTRUCTION STRUCTURES. Temporary structures constructed on the Lots shall be limited to small, approved structures under 200 square feet, which shall not be constructed without the written approval of the Architectural Control Committee and the Executive Board. These structures shall be for use during the construction phase on a Lot not to exceed one (1) year and shall be promptly removed when no longer needed or within thirty (30) days of a written request by the Architectural Control Committee and the Executive Board to remove the structure. Temporary structures shall not be used as residences. Portable toilet facilities shall be required within three hundred feet (300') of any construction site.

Section 23. PERMANENT, DETACHED STRUCTURES (OUTBUILDINGS). Only with the approval of the Architectural Control Committee and the Executive Board, permanent, detached structures no greater than twelve (12) feet by ten (10) feet and

twelve (12) feet in height may be constructed on a Lot. Similar siding to that of the dwelling must be used. The Architectural Control Committee and the Executive Board may set other criteria on such structures so that the structures are properly located on the Lot; and, finished as to blend into the surroundings as much as possible. Metal, aluminum or similar structures shall not be allowed. Such structures shall be finished the same as the home.

Section 24. SIDING, ROOFS AND COLORS. No metal building shall be constructed or maintained on any Lot, nor may any building be constructed on any Lot with a metal roof. No T1-11 or sheet wood siding may be used in construction of dwellings or permanent, detached structures on the three (3) sides that are most visible from any street. Partial T1-11 siding may be allowed by the Architectural Control Committee where visibility is completely blocked due to major offsets in the dwelling architecture. Chimneys shall be enclosed with framing and when visible from the street. One hundred mile per hour (mph) architectural grade shingles are required (eg. Legacy by Malarky). All roofs shall be of a material, color and texture approved by the Architectural Control Committee. No maximum or minimum pitch is specified, but approval by the Architectural Control Committee will be based on the visual impact of the roof on the Lot or on neighboring Lots, dwellings, roads and open spaces. Only natural stain earthtone colors shall be allowed and must be approved by the Architectural-Control Committee in writing. The intent is to have pleasing and differing colors from house to house.

Section 25. COMPLETION OF EXTERIORS. All houses must be enclosed and exteriors finished within twelve (12) months of the time of the beginning of construction, except that this time may be extended for compelling reasons at the discretion of the Executive Board to avoid hardship. No building shall be occupied prior to the completion of the exterior.

Section 26. FENCES. Hedges, shrubs or trees shall be used for screening. No fences or dog runs shall be allowed to be erected on any Lot except as approved in writing by the Architectural Control Committee. Dog runs shall be concealed by a wooden fence. Fences are to be constructed of wood materials only. Weather treated construction grade materials such as fir and hemlock may be used for posts and stringers and only cedar or redwood may be used for facing. The fence shall be constructed such that posts, and stringers reside on the inside of the fence and facings or rails are on the outside of the fence perimeter. Fences shall not exceed six feet (6') in height. Split rail or decorative wood fences less than four feet (4') high shall be approved in writing by the Architectural Control Committee as a part of the Landscaping Plan.

Section 27. MAILBOXES AND NEWSPAPER TUBES. Only mailboxes, newspaper tubes, pedestals and supports approved in writing by the Architectural Control Committee shall be erected in the Planned Community. "Approval" shall include, but

not be limited to materials, location and color. In any event mailboxes must be in compliance with U.S. Post Office standards.

The following requirements apply unless otherwise directed or approved by the Architectural Control Committee:

- BK 03567PG966
- A. The mailbox front shall be flush with the back side of the pavement edge treatment or curb (i.e. approximately 12" from end of the AC pavement).
 - B. Mailbox is to be located to the right-hand side of the driveway (when facing the house (or Lot) and must be kept free and clear of snow build-up for access by the Postal Service.
 - C. Residence address shall be located on the right-hand side of the mailbox which is to be the side visible to approaching traffic. Lettering to be professional and uniform.
 - D. Mailbox and mailbox support post shall be decorative as approved by the Architectural Control Committee. Contract the ACC for availability and purchase. Mailbox and mailbox support shall be similar to Chicago Series post and "H" Series Box as manufactured by Antique Street Lamps, Inc. PO Box 150279, Austin, Texas 78716-0279. Model #BOL/CH41/12/R. Approximate cost as of time of recording \$550.00.
 - E. Except as otherwise provided by the H.O.A., mailboxes, addresses, pedestals and posts shall be installed and maintained by the Lot Owner at the Owner's expense, and must be mounted and secured, plumb, level, painted, operable, undamaged and uniform in appearance.
 - F. Alternative mail delivery service shall be arranged for by the Lot Owner until mailbox installation is allowed. Mailboxes shall not be installed until subdivision roads, paving, pavement edging, sidewalks, bike trails, lighting and landscaping (if applicable) have been installed.
 - G. Any variation or deviation from the foregoing requirements must be approved by the Architectural Control Committee.

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ANCHORAGE
RECORDING DISTRICT

REQUESTED BY

MDA

EXHIBIT C TO DECLARATION

Page 8 of 8

Section 28. CHIMNEYS AND SUPPORT COLUMNS. All chimneys must be concealed within a framed and sided enclosure or masonry structure above the roof surface.

All support columns shall be clad with decorative treatment or furred and finished. They also shall have decorative collars or corbels.

A:\E1PHASE\EXHIBITC.2

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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 A2, and a total of 123 Lots in Phases B1, C1, A1, D1 and A2.

Article IV, Section 3 is amended by the addition of the following:
The boundaries of the Lots in Phase A2 of this Planned Community are the lot lines as shown on the above referred to Plat 99-31.

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 and A2) is determined by dividing 100% by the number of Lots in all Five Phases (123 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 (123).

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 A2 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 and Phase A2 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 A2 are set forth on Exhibit B attached to this Fifth Amendment to the Declaration.

Article XI, Section 2 is amended to read:
Architectural Control Committee members shall be restricted to one (1) member appointed by the Executive Board and two (2) members appointed by the Declarant.

FIFTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, *et seq.*)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE A2)
Page 2 of 3 (April 26, 1999)

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

BK 03305 PG 744

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

DECLARANT GOLDENVIEW REALTY, INC., of 4155 Tudor Centre Drive, #204, Anchorage, Alaska 99508, 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 and as further amended by Third Amendment recorded April 30, 1998, in Book 3241, Page 831, all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of amending and restating Section 14 of Article XIII Exhibit C of the "Declaration".

Section 14, Article XIII Exhibit C of the "Declaration" as previously amended is amended and restated to read as follows:

Section 14. DRIVEWAY, DWELLING LOCATION, CLEARING LIMITS AND SET-BACK LINES. A Lot layout plan showing house, driveway and clearing limit locations shall be plotted in compliance with the intent of this Section by a registered surveyor at the Lot owner's expense. This surveyor Certified Plot Plan shall be delivered by each owner to the Architectural Control Committee thirty (30) days prior to construction, showing house and driveway locations for their relation to the Lot lines and surrounding structures, for written approval. Such locations are to be staked according to the plan:

- Front Yard: Generally, twenty-five feet (25') set-back from the edge of pavement or bike trail or sidewalk or twenty-five feet (25') or more from the front Lot line.
- Side Yard: A total combined setback of approximately twenty-five feet (25'); with generally a ten foot (10') minimum set-back from any side Lot line to the side of a dwelling or outbuilding;
- Rear Yard: Approximately twenty-five feet (25') set back from the rear side of a dwelling or outbuilding to the Lot line;

The dwelling location is to be such that spacing between dwellings is balanced and centered on the lots.

**FOURTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 1 of 3 (August 12, 1998)**

After recording return to:

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

**THIRD 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 D1)**

DECLARANT GOLDENVIEW REALTY, INC., of 4155 Tudor Centre Drive, #204, Anchorage, Alaska 99508, 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 all in the Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding a Fourth Phase (Phase D1) to such Planned Community, and amending and restating Article XIII Exhibit C to the "Declaration"

The Phase D1 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 THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16) AND SEVENTEEN (17), BLOCK NINE (9); LOTS THREE (3), FOUR (4) AND FIVE (5), BLOCK TEN (10); LOTS ONE HUNDRED AND ONE THROUGH ONE HUNDRED AND TWELVE (101 - 112) INCLUSIVE, BLOCK ELEVEN (11); and GREENBELT TRACKS TWENTY-FIVE, TWENTY-NINE and THIRTY, GOLDENVIEW PARK PHASE D1, according to Plat 98-28, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase D1 Property" or "Phase D1"

The following portions of the "Declaration" are Amended for the purpose of adding Phase D1:

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 D1 to a "Lot Owner" are as follows:

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

**THIRD AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE D1)
Page 1 of 3 (April 30, 1998)**

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

After recording, return to address above

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 20 Lots in Phase D1, and a total of 91 Lots in Phases B1, C1, A1 and D1.

Article IV, Section 3 is amended by the addition of the following:
The boundaries of the Lots in Phase D1 of this Planned Community are the lot lines as shown on the above referred to Plat 98-28.

Article IX, Section 1, Exhibit A is amended as follows:
The Allocated Interest for the Lots in the Planned Community (Phases B1, C1, A1 and D1) is 1.0989020 per Lot. Such allocation is derived by dividing 100% by the number of Lots in all Four Phases (91 Lots total). To simplify the allocation it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community (91).

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 D1 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase B1, Phase C1, Phase A1 and Phase D1 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 D1 are set forth on Exhibit B attached to this Third Amendment to the Declaration.

Article XIII (Main Body) is amended to read:
The Amended and Restated Covenants, Conditions and Restrictions on use, alienation and occupancy for the Planned Community are set forth in Exhibit C to this Third Amendment.

THIRD AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE D1)
Page 2 of 3 (April 30, 1998)

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
3000 A Street, Suite 404
Anchorage, Alaska 99503

**EXHIBIT B TO
THIRD 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 D1)
[LICENSES AND EASEMENTS]**

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : October 12, 1953
Book 97, at Page 201
For : Right of Way Easement
Affects : Blanket easement to construct, operate and
maintain an
electric transmission and/or telephone
distribution line or system.

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : September 27, 1954
Book 109, at Page 260
For : Right of Way Easement
Affects : Blanket easement to construct, operate and
maintain an electric transmission and/or
telephone
distribution line or system.

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
For : Right of Way Easement
Recorded : January 17, 1955
Book 113, at Page 215
Affects : Blanket easement to construct, operate and
maintain and electric transmission and/or
telephone distribution line or system.

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : MUNICIPALITY OF ANCHORAGE
For : Public use Easement
Recorded : August 19, 1981
Book 633, at Page 484
Affects : Refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to	:	ANCHORAGE, a Municipal Corp.
For	:	Public use Easement
Recorded	:	August 11, 1982
	:	Book 764, at Page 574
Affects	:	affects a southeasterly portion refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to	:	PRIME CABLE OF ALASKA, A Limited Partnership
For	:	Cable television lines or system Easement
Recorded	:	June 21, 1994
	:	Book 2670, at Page 618
Affects	:	refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to	:	ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
For	:	Water and sanitary water Easement
Recorded	:	February 29, 1996
	:	Book 2893, at Page 954
Affects	:	refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to	:	ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
For	:	Water and sanitary sewer Easement
Recorded	:	February 29, 1996
	:	Book 2893, at Page 957
Affects	:	refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to	:	ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
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THIRD 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 D1)

EXHIBIT B

[LICENSES AND EASEMENTS]

Page 2 - [April 30, 1998]

For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Book 2893, at Page 960
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Book 2893, at Page 963
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Book 2893, at Page 966
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Book 2893, at Page 970
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Book 2893, at Page 994
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted : ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Affects : Book 2894, at Page 1 refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Affects : Book 2894, at Page 5 refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Affects : Book 2894, at Page 9 refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : February 29, 1996
Affects : Book 2894, at Page 14 refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER & WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement

THIRD 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 D1)

EXHIBIT B [LICENSES AND EASEMENTS]

Recorded : September 13, 1996
Book 2974, at Page 576
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : September 13, 1996
Book 2974, at Page 578
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : September 13, 1996
Book 2974, at Page 580
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : September 13, 1996
Book 2974, at Page 583
Affects : refer to document

Easement including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE DBA ANCHORAGE WATER &
WASTEWATER UTILITY, a Municipal Corp.
For : Water and sanitary sewer Easement
Recorded : September 13, 1996
Book 2974, at Page 586
Affects : refer to document

THIRD 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 D1)

**EXHIBIT B
[LICENSES AND EASEMENTS]**

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Goldenview Realty
4155 Tudor Centre Dr.
#204
Anchorage, AK 99508

Bk 03105 Pg 659

**SECOND 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 A1)**

DECLARANT GOLDENVIEW REALTY, INC., of 4155 Tudor Centre Drive, #204, Anchorage, Alaska 99508, 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, Anchorage Recording District, Third Judicial District, State of Alaska (the "Declaration") as amended by First Amendment recorded _____, 1997, in Book _____, Page _____, Anchorage Recording District, Third Judicial District, State of Alaska, for the purpose of adding a Third Phase (Phase A1) to such Planned Community.

The Phase A1 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:

LOT TWO, BLOCK ONE (1), LOTS FOUR THROUGH EIGHT (4-8), BLOCK ONE (1), and GREENBELT TRACTS THIRTY-ONE (31), THIRTY-TWO (32) and FIFTY (50), GOLDENVIEW PARK PHASE A1, according to Plat 97-55, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase A1 Property" or "Phase A1".

The following portions of the "Declaration" are Amended for the purpose of adding Phase A1:

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 A1 to a "Lot Owner" are as follows:

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.

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 Little 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.

**SECOND AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE A1)
Page 1 of 3 (August 1, 1997)**

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES

Article IV, Section 1 is amended by the addition of the following:
There are 6 Lots in Phase A1, and a total of 71 Lots in Phases B1, C1 and A1.

Article IV, Section 3 is amended by the addition of the following:
The boundaries of the Lots in Phase A1 of this Planned Community are the lot lines as shown on the above referred to Plat 97-55.

Article IX, Section 1, Exhibit A is amended as follows:
The Allocated Interest for the Lots in the Planned Community (Phases B1, C1 and A1) is 1.4084507 per Lot. Such allocation is derived by dividing 100% by the number of Lots in all Three Phases (71 Lots total). To simplify the allocation it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community (71).

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 Amended Declaration, the right to designate the Greenbelt Tracts within the Phase A1 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase B1 and Phase C1 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 A1 are set forth on Exhibit B attached to this Second Amendment to the Declaration.

Article XIII (Main Body) is amended to read:
The Covenants, Conditions and Restrictions on use, alienation and occupancy for Phase A1 are set forth in Exhibit C to the Declaration as amended by the "First Amendment".

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration to be executed on the 15 day of August, 1997.

GOLDENVIEW REALTY, INC.:



JOHN BERGGREN, President

SECOND AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE A1)
Page 2 of 3 (August 1, 1997)

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES

BK 13105 PGL 61

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 1st day of August, 1997, 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.

Thomas E. Dreyer
NOTARY PUBLIC - STATE OF ALASKA
Commission Expires: 7/19/99

OFFICIAL SEAL
STATE OF ALASKA
NOTARY PUBLIC
THOMAS E. DREYER
MY COMMISSION EXR 7/19/99

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SECOND AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE A1)
Page 3 of 3 (August 1, 1997)

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES

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4155 Tudor Centre Dr. #204
Anchorage, AK 99508

**FIRST AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE
UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08. 21 222.)
FOR
GOLDENVIEW PARK, A PLANNED COMMUNITY
(PHASE C1)**

DECLARANT GOLDENVIEW REALTY, INC., of 4155 Tudor Centre Drive, #204, Anchorage, Alaska 99508, hereby Amends the Declaration Submitting Real Property to the Uniform Common Interest Ownership Act (AS 34.08. 21 222.) for GOLDENVIEW PARK, A Planned Community, recorded September 18, 1996, in Book 2975, at Page 953, Anchorage Recording District, Third Judicial District, State of Alaska (the "Declaration") for the purpose of adding a Second Phase (Phase C1) to such Planned Community; and amending Declaration Article XIII, Exhibit C Section 15, VEHICLES; Section 18, DRAINAGE, and Section 19, MAILBOXES AND NEWSPAPER TUBES, as to all Phases.

The Phase C1 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 NINE AND TEN (9 & 10), BLOCK SIX (6), LOTS ONE (1), TWO (2), NINE (9) & GREENBELT TRACT TWENTY-SIX (26), BLOCK SEVEN (7); LOTS ONE THROUGH FIVE (1-5), BLOCK EIGHT (8); LOTS ONE (1), EIGHTEEN THROUGH TWENTY-THREE (18-23) & GREENBELT TRACT TWENTY-FIVE (25), BLOCK NINE (9), LOTS ONE (1), TWO (2), FIFTEEN THROUGH TWENTY-FIVE (15-25), GREENBELT TRACT TWENTY-NINE (29) & GREENBELT TRACT TWENTY-NINE-A (29-A), BLOCK TEN (10), LOTS SEVENTY (70), SEVENTY-ONE (71), ONE HUNDRED TWENTY-EIGHT THROUGH ONE HUNDRED THIRTY-ONE (128-131) & GREENBELT TRACT TWENTY (20), BLOCK ELEVEN (11), GOLDENVIEW PARK PHASE C1, according to Plat 97-40, in the Anchorage Recording District, Third Judicial District, State of Alaska; and LOT ONE (1), BLOCK ONE (1), GOLDENVIEW PARK K & L TRACTS, according to Plat 97-39, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said property is referred to as the "Phase C1 Property" or "Phase C1".

The following portions of the "Declaration" are Amended for the purpose of adding Phase C1:

**FIRST AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08. 21 222.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C1)
Page 1 of 5 (August 6, 1997)**

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES

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 C1 to a "Lot Owner" are as follows:

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 & 29-A), BLOCK TEN (10) AND GREENBELT TRACT TWENTY (20), BLOCK ELEVEN (11), GOLDENVIEW PARK PHASE C1, according to Plat 97-40 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 37 Lots in Phase C1, and a total of 65 Lots in Phases B1 and C1.

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

The boundaries of the Lots in Phase C1 of this Planned Community are the lot lines as shown on the above referred to Plat 97-40, and the lot lines for Lot One (1), Block One (1), Goldenview Park K & L Tracts, according to Plat 97-39.

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

The Allocated Interest for the Lots in the Planned Community (Phase B1 and Phase C1) is 1.5384615% per Lot. Such allocation is derived by dividing 100% by the number of Lots in both Phases (65 Lots total). To simplify the allocation it is permissible to use fractions created by dividing 1 by the number of Lots in the Planned Community (65).

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 Amended Declaration, the right to designate the Greenbelt Tracts within the Phase C1 Property for the purpose of mitigating the impacts of development upon other classified wetlands, within or outside the Phase B1 and Phase C1 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.

FIRST AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT (AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY (PHASE C1)
Page 2 of 5 (August 6, 1997)

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES

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

The recorded easements and licenses affecting the Planned Community by reason of the addition of Phase C1 are set forth on Exhibit B attached to this First Amendment.

Article XIII (Main Body) is amended to read:

The Covenants, Conditions and Restrictions on use, alienation and occupancy for Phases B1 and C1 are set forth in Exhibit C to the Declaration as amended below.

The following additional amendments are made:

Article XIII, Exhibit C, Section 15 is amended by the addition of the following language:

Section 15. VEHICLES. No recreational vehicle of any type shall be stored upon any Lot at any time, except between May 15th and September 15th of each year. No such recreational vehicles shall be covered in any manner with tarpaulins or other unsightly coverings as determined by the Architectural Control Committee, in its sole discretion.

Article XIII, Exhibit C, Section 16 is amended to read as follows:

Section 16. DRAINAGE. All driveways and walkways from the street shall conform with the natural drainage and shall be culverted, unless waived in writing, by the Architectural Control Committee and the Executive Board, to allow unimpeded flow drainage. Any alteration of natural drainage shall become the responsibility of the party changing grades and shall so make the necessary provisions for such water and run-off. All culverts shall be 18" diameter corrugated metal pipe ("CMP") and have prefabricated flared ends, unless otherwise approved by the Architectural Control Committee. Lot Owners must maintain culverts and keep them clean of debris.

Article XIII, Exhibit C, Section 19 has been amended by the "Executive Board" pursuant to the reservations therein noted, to read as follows:

Section 19. MAILBOXES AND NEWSPAPER TUBES. Only mailboxes, newspaper tubes, pedestals and supports approved in writing by the Architectural Control Committee shall be erected in the Planned Community. "Approval" shall include, but not be limited to materials, location and color. In any event mailboxes must be in compliance with U.S. Post Office standards.

The following requirements apply unless otherwise directed or approved by the Architectural Control Committee:

- a. The bottom of the mailbox shall be 48" above the road pavement surface.
- b. The mailbox size shall be the medium "standard" size, as approved by the Architectural Control Committee.

**FIRST AMENDMENT TO
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DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES

- c. The mailbox front shall be flush with the back side of the pavement edge treatment or curb (i.e. approximately 12" from end of the AC pavement).
- d. Mailbox is to be located to the right-hand side of the driveway (when facing the house (or Lot)) and must be kept free and clear of snow build-up for access by the Postal Service.
- e. Residence address shall be located on the right-hand side of the mailbox which is to be the side visible to approaching traffic. Lettering to be professional and uniform.
- f. Mailbox decorative pedestal base and support post shall be uniform in color matching the subdivision light poles.
- g. Mailbox and mailbox support post shall be decorative as approved by the Architectural Control Committee. Contact the ACC for availability and purchase. Mailbox and mailbox support shall be similar to Chicago Series post and "H" Series Box as manufactured by Antique Street Lamps, Inc. PO Box 150279, Austin, Texas 78716-0279. Approximate cost as of time of recording \$500.00.
- h. Mailboxes, addresses, pedestals and posts shall be installed and maintained by the Lot Owner at the Owner's expense, and must be mounted and secured, plumb, level, painted, operable, undamaged and uniform in appearance. Unless otherwise approved by the Architectural Control Committee, mailboxes are to be "H" Series, 48" Chicago Series [Model No. BOL/CH41/12/M].
- i. Alternative mail delivery service shall be arranged for by the Lot Owner until mailbox installation is allowed. Mailboxes shall not be installed until subdivision roads, paving, pavement edging, sidewalks, bike trails, lighting and landscaping (if applicable) have been installed.
- j. Any variation or deviation from the foregoing requirements must be approved by the Architectural Control Committee.

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DOCUMENT PREPARED BY
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**EXHIBIT B TO
SECOND 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 A1)
[LICENSES AND EASEMENTS]**

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : September 15, 1953
Book 96, at Page 37
Affects : Blanket Easement

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : ALASKA PIPELINE COMPANY
Recorded : July 13, 1960
Book 15, at Page 108

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : Anchorage, a Municipal Corporation
Recorded : July 11, 1984
Book 1126, at Page 112

Easement for electric transmission and incidental purposes, including the terms and provisions thereof,

Granted to : ANCHORAGE dba
ANCHORAGE WATER & WASTEWATER
UTILITY, a municipal corporation
Recorded : February 29, 1996
Book 2893, at Page 988
Affects : A strip of 60 feet wide, lying within a portion
of the premises
Re-recorded : April 19, 1996
Book 2913 at Page 823

Easement for electric transmission and incidental purposes, including the terms and provisions thereof,

Granted to : ANCHORAGE dba
ANCHORAGE WATER & WASTEWATER
UTILITY, a municipal corporation
Recorded : February 29, 1996
Book 2893, at Page 991
Affects : A strip of land excluding a landscape island,
lying within a portion of the premises.

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : October 1, 1996
Book 2982, at Page 93
Affects : A 20' strip - see document

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : May 30, 1997
Book 3071, at Page 30
Affects : Blanket Easement

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : September 15, 1953
Book 96, at Page 37
Affects : Blanket Easement

FIRST 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 A1)

EXHIBIT B

[LICENSES AND EASEMENTS]

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Easement, including the terms and provisions thereof, for the purposes set out therein,

Granted to : WILLIAM CURTIS YOUNG
For : Bridge Easement
Recorded : May 4, 1970
Book 404, at Page 2

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : October 1, 1996
Book 2982, at Page 95

Easement, including the terms and provisions thereof, for the purposes set out therein,

Granted to : GENERAL ENTERPRISES, INC., a Money
Purchase Pension Plan
For : Bridge Easement
Recorded : December 5, 1994
Book 2734, at Page 454
Affects : A Southwesterly Portion as described in said
document

Reservation of Easement for public or private right of way, including right to construct, operate and maintain public and private improvements of all kinds within said right of way situated within the easterly portion of the premises.

Ten Foot (10') Landscape and Screening Easement reserved with no vehicular access being contiguous to the Reservation of Easement described above.

As reserved in the deed recorded October 26, 1995 in Book 2850 at Page 130.

FIRST AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON
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[LICENSES AND EASEMENTS]
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Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
For : Bridge Attachment Easement
Recorded : October 1, 1996
Book 2982, at Page 87
Affects : The Bridge over Little Rabbit Creek, located a portion of Parcels 1 and 2.

Easement, including the terms and provisions thereof, for the purposes set out therein,

Granted to : ANCHORAGE a Municipal Corporation
For : Public Use Easement
Recorded : August 28, 1985
Book 1313, at Page 938
Affects : As set out therein

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : October 12, 1953
Book 97, at Page 201
Affects : Blanket Easement

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : October 1, 1996
Book 2982, at Page 97
Affects : Blanket Easement

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof,

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : May 30, 1997
Book 3071, at Page 31
Affects : North Twenty Feet (N 20')

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[LICENSES AND EASEMENTS]

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Easement 10 feet wide, for the purpose of maintaining Little Rabbit Creek from flooding conditions. Said Easement extends 10 feet each side of and is parallel to the bed of the stream as shown on and reserved in the Plat of Timberlux Subdivision, Unit No. 1, filed under Plat No. 70-94

Easement for electrical transmission and incidental purposes, including the terms and provisions thereof.

Granted to: : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded: : October 1, 1996
Book 2982, at Page 95

SLOPE AND OTHER EASEMENTS AS SHOWN ON APPLICABLE PLATS

Golden.AB

97 - 039613
36-CC

HONORAGE REC.
DISTRICT
REQUESTED BY Goldenview Realty
CF

'97 AUG 8 AM 9 35

FIRST AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
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