

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.

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 Goldenvue 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 within the subdivision unless the Lots are separated by at least three hundred feet (300') along the street frontage. The overall appearance of the dwelling will be an important 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.** 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: Not less than twenty-five feet (25') set-back from the edge of pavement or bike trail or sidewalk and twenty-five feet (25') from the front Lot line.

Side Yard: A total combined setback of twenty-five feet (25'); but not less than a ten foot (10') set-back from any side Lot line to the side of a dwelling or outbuilding;

Rear Yard: Not less than twenty-five feet (25') set back from the rear side of a dwelling or outbuilding to the Lot line;

It is the intent of these requirements to provide maximum possible spacing between all dwellings and/or outbuildings in the subdivision but not less than twenty-five feet (25') between dwellings. Lot Owners may obtain variances from 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 1,800 square feet of finished living space for a one-story dwelling excluding basement and walk-out basement nor less than 1,200 square feet of finished living space on the main floor for a dwelling of more than one story, 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.

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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 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 within the approved clearing limits shall be landscaped with trees, shrubs and grass as approved by the Architectural Control Committee and seeded, weather permitting, within sixty (60) days, but not later than eight (8) months of the issuance of the certificate of occupancy. Tree planting in the front and side yards shall be emphasized. All lawns are to be maintained free of weeds, mowed and trimmed whenever growth exceeds four inches (4"). Homeowners shall 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.

Section 18. **GREENBELTS.** 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.

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.

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. Siding similar 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. Cedar shake roofing or architectural shingles are recommended. 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.

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. If a fence or dog run is approved, it must be in the back of the home only and must be recessed a minimum of three (3) feet inward from the back two (2) corners of the home such that the fence is not visible from the front of the home. For homes located on corner Lots, the back of the home shall constitute the longest dimension of the two (2) sides not facing a street. 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. Fences shall be finished the same color as the home. Split rail or decorative wood fences less than four feet (4') high may be approved in writing by the Architectural Control Committee outside of these limits.

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:

- 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.

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- 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 \$500.00.
- 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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RECORDING DISTRICT

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REQUESTED BY

J. Christie & Assoc.

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TABLE OF CONTENTS
DECLARATION
GOLDENVIEW PARK, A PLANNED COMMUNITY

Page

ARTICLE I		DEFINITIONS	
Section 1.	ACT		1
Section 2.	ALLOCATED INTERESTS		1
Section 3.	ASSOCIATION		2
Section 4.	BYLAWS		2
Section 5.	COMMON ELEMENTS		2
Section 6.	COMMON EXPENSES		3
Section 7.	COMMON INTEREST COMMUNITY		3
Section 8.	DECLARANT		3
Section 9.	DECLARATION		3
Section 10.	DEVELOPMENT RIGHTS		4
Section 11.	DIRECTOR		4
Section 12.	DOCUMENTS		4
Section 13.	EXECUTIVE BOARD		4
Section 14.	FUTURE PHASE PROPERTY		5
Section 15.	IMPROVEMENTS		5
Section 16.	LOT		5
Section 17.	LOT OWNER		5
Section 18.	MAJORITY OR MAJORITY OF LOT OWNERS		5
Section 19.	MANAGER		5
Section 20.	NOTICE AND COMMENT		6
Section 21.	NOTICE AND HEARING		6
Section 22.	PERSON		6
Section 23.	PHASE B-1 PROPERTY		6
Section 24.	PLATS		6
Section 25.	PROPERTY		6
Section 26.	PUBLIC OFFERING STATEMENT		6
Section 27.	RULES		7
Section 28.	SECURITY INTEREST		7
Section 29.	SPECIAL DECLARANT RIGHTS		8
Section 30.	TRUSTEE		8
ARTICLE II		<u>NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION</u>	
Section 1.	COMMON INTEREST COMMUNITY		8
Section 2.	NAME OF ASSOCIATION		8
Section 3.	TYPE OF COMMON INTEREST COMMUNITY		8

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Goldenview Realty Inc.
40164 St. James Place
inclusion # 99516

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ARTICLE III	<u>DESCRIPTION OF PHASE B-1 PROPERTY</u>	9
ARTICLE IV	<u>MAXIMUM NUMBER OF LOTS, IDENTIFICATION AND BOUNDARIES</u>	9
Section 1.	NUMBER OF LOTS	9
Section 2.	IDENTIFICATION OF LOTS	9
Section 3.	BOUNDARIES	9
ARTICLE V	<u>COMMON ELEMENTS</u>	10
ARTICLE VI	<u>CONVEYANCE AND/OR ENCUMBRANCE OF COMMON ELEMENTS</u>	10
ARTICLE VII	<u>ASSOCIATION CONTRACT TO CONVEY</u>	10
ARTICLE VIII	<u>MAINTENANCE, REPAIR AND REPLACEMENT</u>	11
Section 1.	COMMON ELEMENTS	11
Section 2.	LOTS	11
Section 3.	ACCESS	11
Section 4.	REPAIRS NECESSITATE BY LOT OWNER'S ACTION OR INACTION	12
Section 5.	REPAIRS NECESSITATED BY ASSOCIATION'S ACTION OR INACTION	12
ARTICLE IX	<u>ALLOCATED INTERESTS</u>	12
Section 1.	ALLOCATION OF INTERESTS	12
Section 2.	FORMULA FOR ALLOCATION OF INTERESTS	12
Section 3.	VOTING	12
Section 4.	ASSIGNMENT OF ALLOCATED INTEREST UPON CREATION OF LOTS PURSUANT TO EXERCISE OF DEVELOPMENT RIGHTS	13
ARTICLE X	<u>DEVELOPMENTAL RIGHTS AND SPECIAL DECLARANT RIGHTS AND RESERVATIONS</u>	13
Section 1.	GENERAL	13
Section 2.	MODELS, SALES OFFICES AND MANAGEMENT OFFICES	13
Section 3.	CONSTRUCTION; DECLARANT'S EASEMENT	13
Section 4.	SIGNS AND MARKETING	14
Section 5.	DECLARANT'S PERSONAL PROPERTY	14
Section 6.	DECLARANT'S CONTROL OF THE ASSOCIATION	14
Section 7.	LIMITATIONS ON SPECIAL DECLARANT RIGHTS	15

Section 8.	RESERVATION OF DEVELOPMENT RIGHTS	15
Section 10.	LIMITATIONS ON DEVELOPMENT RIGHTS	17
Section 11.	RESERVATION OF RIGHT TO DESIGNATE GREENBELT TRACTS IN CONNECTION WITH WETLANDS	17
Section 12.	PHASING OF DEVELOPMENT RIGHTS	17
Section 13.	INTERFERENCE WITH "DEVELOPMENT RIGHTS" AND "SPECIAL DECLARANT RIGHTS"	18
ARTICLE XI	<u>ARCHITECTURAL CONTROL</u>	18
Section 1.	APPROVAL AND CONFORMITY OF PLANS	18
Section 2.	APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE	19
Section 3.	WHEN COMPLIANCE DEEMED	19
Section 4.	GENERAL PROVISIONS	19
Section 5.	APPEAL	19
ARTICLE XII	<u>EASEMENTS AND LICENSES</u>	20
Section 1.	RECORDED EASEMENTS AND LICENSES	20
Section 2.	OWNER'S EASEMENT OF ENJOYMENT IN COMMON ELEMENTS	20
Section 3.	LIMITATION ON OWNER'S EASEMENT	20
ARTICLE XIII	<u>RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY</u>	22
ARTICLE XIV	<u>AMENDMENTS TO DECLARATION</u>	22
Section 1.	GENERAL	22
Section 2.	LIMITATION OF CHALLENGES	22
Section 3.	RECORDATION OF AMENDMENTS	22
Section 4.	WHEN UNANIMOUS CONSENT REQUIRED	22
Section 5.	EXECUTION OF AMENDMENTS	23
Section 6.	SPECIAL DECLARANT RIGHTS/ DEVELOPMENT RIGHTS	23
Section 7.	AMENDMENTS DIMINISHING DECLARANT'S RIGHTS/DEVELOPMENT RIGHTS, OR OTHER RESERVATIONS	23
ARTICLE XV	<u>AMENDMENT TO BYLAWS</u>	23
ARTICLE XVI	<u>TERMINATION</u>	23

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ARTICLE XVII	<u>ASSESSMENT AND COLLECTION OF COMMON EXPENSES</u>	24
Section 1.	APPORTIONMENT OF COMMON EXPENSES	24
Section 2.	COMMON EXPENSES ATTRIBUTABLE TO FEWER THAN ALL LOTS	24
Section 3.	LIEN	24
Section 4.	BUDGET ADOPTION AND RATIFICATION /BUDGET PERIOD	26
Section 5.	RATIFICATION OF NONBUDGETED COMMON EXPENSE	26
Section 6.	CERTIFICATE OF PAYMENT OF COMMON EXPENSE ASSESSMENTS	26
Section 7.	SEMI-ANNUAL PAYMENT OF COMMON EXPENSE ASSESSMENTS	27
Section 8.	RESERVE FUND	27
Section 9.	ALLOCATION OF ASSESSMENTS	27
Section 10.	SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS	28
Section 11.	ACCELERATION OF COMMON EXPENSE ASSESSMENTS	28
Section 12.	COMMENCEMENT OF COMMON EXPENSE ASSESSMENTS	28
Section 13.	NO WAIVER OF LIABILITY FOR COMMON EXPENSES	28
Section 14.	PERSONAL LIABILITY OF LOTS OWNERS	29
Section 15.	USE AND TRANSFER OF FUNDS	29
ARTICLE XVIII	<u>RIGHT TO ASSIGN FUTURE INCOME</u>	29
ARTICLE XIX	<u>PERSONS AND LOTS SUBJECT TO DOCUMENTS</u>	30
Section 1.	COMPLIANCE WITH DOCUMENTS	30
Section 2.	ADOPTION OF RULES	30
ARTICLE XX	<u>INSURANCE</u>	30
Section 1.	COVERAGE	31
Section 2.	PROPERTY INSURANCE	31
Section 3.	LIABILITY INSURANCE	32
Section 4.	FIDELITY BONDS	33
Section 5.	LOT OWNER POLICIES	33
Section 6.	WORKERS' COMPENSATION INSURANCE	34
Section 7.	DIRECTORS' AND OFFICERS' LIABILITY INSURANCE	34
Section 8.	OTHER INSURANCE	34
Section 9.	PREMIUMS	34

BK 02975 PG 957

ARTICLE XXI	<u>DAMAGE TO OR DESTRUCTION OF PROPERTY</u>	34
Section 1.	DUTY TO RESTORE	34
Section 2.	COST	35
Section 3.	PLANS	35
Section 4.	INSURANCE PROCEEDS	36
Section 5.	CERTIFICATES BY THE EXECUTIVE BOARD	36
Section 6.	CERTIFICATES BY ATTORNEYS	36
ARTICLE XXII	<u>RIGHTS TO NOTICE AND COMMENT; NOTICE OF HEARING</u>	37
Section 1.	RIGHT TO NOTICE AND COMMENT	37-
Section 2.	RIGHT TO NOTICE AND HEARING	37
Section 3.	APPEALS	38
ARTICLE XXIII	<u>EXECUTIVE BOARD</u>	38
Section 1.	MINUTES OF EXECUTIVE BOARD MEETINGS	38
Section 2.	POWERS AND DUTIES	41
Section 3.	EXECUTIVE BOARD LIMITATIONS	41
ARTICLE XXIV	<u>DECLARANT REMUNERATION</u>	41
ARTICLE XXV	<u>CONDEMNATION</u>	42
ARTICLE XXVI	<u>MISCELLANEOUS</u>	42
Section 1.	CAPTIONS	42
Section 2.	GENDER	42
Section 3.	WAIVER	43
Section 4.	INVALIDITY	43
Section 5.	CONFLICT	43
Section 6.	RIGHTS OF ACTION	43

BK 02975 PG 958

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

GOLDENVIEW REALTY, INC., whose mailing address is 4155 Tudor Centre Drive, #204, Anchorage, Alaska 99508, hereinafter referred to as "Declarant" submits the following described real property, hereinafter referred to as Phase B-1 Property, to the provisions of the Uniform Common Interest Ownership Act, AS 34.08 of the Alaska Statutes, for the purpose of creating GOLDENVIEW PARK, A PLANNED COMMUNITY:

TRACT ONE (1), BLOCK ONE (1), LOTS ONE (1), TWO (2), TWENTY-FIVE THROUGH THIRTY-TWO (25-32), and GBT 17, BLOCK THREE (3), LOTS ONE THROUGH FIVE (1-5), FORTY-SEVEN (47) and GBT 13, BLOCK FOUR (4), LOTS ONE(1) and TWO (2) and GBT 18, BLOCK FIVE (5), LOTS ONE THROUGH EIGHT (1-8) and TWENTY-FOUR (24) and GBT 19, BLOCK SIX (6) and LOT SIXTY-NINE (69), BLOCK ELEVEN (11), according to Plat 96 filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

DEFINITIONS

Section 1. ACT.

"Act" shall mean the Common Interest Ownership Act, AS 34.08 of the Alaska Statutes and as it may be amended from time to time.

Section 2. ALLOCATED INTERESTS.

"Allocated Interests" shall mean the Common expense liability, and votes in the Association, allocated to the Lots in the Common Interest Community. The Allocated Interests are set forth on Exhibit A, attached hereto.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 1

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/3/96

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Section 3. ASSOCIATION.

"Association" shall mean GOLDENVIEW PARK HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under AS 10.20, et seq. It is the association of Lot Owners pursuant to Section 34.08.310 of the Act.

Section 4. BYLAWS.

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

Section 5. COMMON ELEMENTS.

Each portion of the Common Interest Community other than a Lot as defined herein, or tract on which "Development Rights" are reserved. The Common Elements conveyed or to be conveyed to the Association at the time of conveyance of the first "Lot" to a "Lot Owner" 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 7-4, 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, 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 Phase B-1 Property.

Section 6. COMMON EXPENSES.

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

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

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

GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 2

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/98

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(b) Expenses declared to be Common Expenses by the Documents or
by the Act;

(c) Expenses agreed upon as Common Expenses by the Association;
and

(d) Such reasonable reserves as may be required by this Declaration
and as may be established by the Association, whether held in trust or by the
Association, for repair, replacement or addition to the Common Elements or any other
real or personal property acquired or held by the Association for which the Association
has lawfully undertaken maintenance or repair responsibility.

(e) Without limiting the foregoing, Declarant's remuneration at Article
XXIV shall be a "Common Expense".

Section 7. COMMON INTEREST COMMUNITY.

The real property identified as Phase B-1 Property and additional (Future
Phase) property made part of the Common Interest Community by Declarant, pursuant
to Reserved "Development Rights". See, Article X, Section 9.

Section 8. DECLARANT.

Declarant means GOLDENVIEW REALTY, INC., and its successors (as
defined by A.S. 34.08.990(12)).

Section 9. DECLARATION.

This document, including any amendments.

Section 10. DEVELOPMENT RIGHTS.

"Development Rights" shall mean a right or a combination of rights
reserved by Declarant to add real estate within the "Future Phase Property" defined
at Section 14 of this Article, to the Common Interest Community; create Lots,
Common Elements, or Limited Common Elements within it; subdivide Lots or convert
Lots into Common Elements; or withdraw real estate from the Common Interest
Community. (See, Article X).

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08. 01 2001
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 3

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Reginald J. Christie, Jr., Esq.
9/9/96

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Section 11. DIRECTOR.
"Director" shall mean a member of the "Executive Board".

Section 12. DOCUMENTS.

"Documents" shall mean the Declaration, plats recorded or filed pursuant to the provisions of the Act, the Bylaws and Rules of the Association as they exist or may be amended from time to time, and the Articles of Incorporation of the Association. Any exhibit or certification accompanying a document is a part of that document.

Section 13. EXECUTIVE BOARD.

"Executive Board" shall mean the Board of Directors of the Association.

Section 14. FUTURE PHASE PROPERTY.

"Future Phase Property" shall mean Tracts J, K and L, as shown on Plat 96-76 recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, and that portion of the South one-half of the Southwest one-quarter (S 1/2, SW 1/4) of Section Thirty Four (34), Township 12 North, Range 3 West, Seward Meridian, lying South of Timberlux Subdivision, except the West 1003.80 feet thereof, being within the Anchorage Recording District, Third Judicial District, State of Alaska. (A/K/A Tax Parcel No. 018-271-09). It is this property that is subject to "Development Rights" pursuant to Article X.

None of the "Future Phase Property" is presently owned by Declarant.

Anything in this Declaration to the contrary notwithstanding, Declarant and its successor and assigns shall have no right, power or authority to add Tract J to the Common Interest Community or otherwise affect Tract J with this Declaration without the Owner(s) of Tract J recording their express prior written consent, which may be withheld in its (their) sole and absolute discretion. Notwithstanding any objection by Declarant, by recording such consent such Owner(s) may add Tract J to the Common Interest Community on the same terms and conditions as the other properties; provided, however that, notwithstanding Article I, Section 10; (a) the Declarant and its successors and assigns shall have no right, power or authority to subdivide any Lots within Tract J, convert Lots within Tract J into Common Elements, or withdraw all or any portion of Tract J from the Common Interest Community; and (b) such Owner(s) shall be the Declarant and have all of its rights, powers and authorities with respect to Tract J.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, 21 289-1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 4

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9/9/96

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Section 15. IMPROVEMENTS.

"Improvements" shall mean any structures or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees, shrubbery, landscaping, paving, wires, pipes, light poles, bridges, streets, street lighting, bike trails, drainage systems and parking areas constructed by Declarant or the Association that constitute "Common Elements".

Section 16. LOT.

"Lot" shall mean a physical portion of the Common Interest Community designated for separate ownership, the boundaries of which are shown on the Plats as lot lines. As used in the Declaration "Lot" shall mean Unit as defined in A.S. 34.08.995(32)

Section 17. LOT OWNER.

"Lot Owner" shall mean the Declarant or other person who owns a Lot, or holds the possessory interest under a real estate purchase contract. Lot Owner does not include a person having an interest in a Lot solely as security for an obligation. As used in this Declaration, Lot Owner shall mean Unit Owner as defined in A.S. 34.08.995(33)

Section 18. MAJORITY OR MAJORITY OF LOT OWNERS.

"Majority or Majority of Lot Owners" shall mean the Owners of more than fifty percent (50%) of the voting strength in the Association.

Section 19. MANAGER.

"Manager" means a person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 20. NOTICE AND COMMENT.

"Notice and Comment" shall mean the right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Article XXII of this Declaration.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08, § 189.1
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 5

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9/9/96

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Section 21. NOTICE AND HEARING.

"Notice and Hearing" shall mean the right of a Lot Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Article XXII of this Declaration.

Section 22. PERSON.

"Person" shall mean an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 23. PHASE B-1 PROPERTY.

"Phase B-1 Property" shall mean the real property initially constituting this Planned Community. (See Article III).

Section 24. PLATS.

Plat shall mean Plats 9676 and 9677, filed in the Anchorage Recording District, Third Judicial District, State of Alaska, that created GOLDENVIEW PARK PHASE B-1 and Plats of any "Future Phase Property".

Section 25. PROPERTY.

"Property" shall mean the land, all improvements, easements, rights and appurtenances, submitted to the provisions of the Act by the Declaration, and amendments thereto, pursuant to Declarant's Development Rights.

Section 26. PUBLIC OFFERING STATEMENT.

"Public Offering Statement" means the current document prepared pursuant to AS 34.08.530 of the Act as it exists or may be amended from time-to-time, provided to purchasers by Declarant.

Section 27. RULES.

"Rules" shall mean rules for the use of Lots and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08. 03 199.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 6

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9/9/96

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Section 28. SECURITY INTEREST.

"Security Interest" shall mean an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 29. SPECIAL DECLARANT RIGHTS.

"Special Declarant Rights" shall mean the rights as defined in A.S. 34.08.990(30) of the Act, and reserved for the benefit of declarant to, among other things:

- Declaration;
- (a) complete improvements indicated on plats and plans filed with the
 - (b) exercise Development Rights;
 - (c) maintain sales offices, management offices, signs advertising the Common Interest Community, model Lots and the exercise of any other rights for marketing;
 - (d) use easements through the Common Elements for the purpose of making repairs and improvements within the Common Interest Community and within real estate that may be added to the Common Interest Community;
 - (e) appoint or remove an officer of the Association or a master association or any Executive Board member during any period of Declarant control; and
 - (f) rent Lots pursuant to this Declaration;
 - (g) merge or consolidate the Common Interest Community with another Common Interest Community of the same form of ownership; and

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08. 03 2001)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 7

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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(h) make the common interest community subject to a "Master Association" as defined at A.S. 34.08.090(20).

These reserved rights are more particularly described at Article X, which is not intended to limit the foregoing.

Section 30. TRUSTEE.

The entity which may be designated by the Executive Board as the trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources. If no trustee has been designated, the trustee will be the Executive Board

from time to time constituted, acting by majority vote, as executed by the President and attested to by the Secretary.

**II
NAME AND TYPE OF COMMON INTEREST
COMMUNITY AND ASSOCIATION**

Section 1. NAME OF COMMON INTEREST COMMUNITY.

The name of the Common Interest Community is GOLDENVIEW PARK, A Planned Community.

Section 2. NAME OF ASSOCIATION.

The name of the Association is GOLDENVIEW PARK HOMEOWNERS ASSOCIATION, INC.

Section 3. TYPE OF COMMON INTEREST COMMUNITY.

This is a Planned Community (A Common Interest Community that is not a condominium or cooperative).

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08, § 1201
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 8

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III
DESCRIPTION OF PHASE B-1 PROPERTY

The Common Interest Community initially subject to this Declaration is located in the Anchorage Recording District, Third Judicial District, State of Alaska, on land described as follows:

Legal Description:

TRACT ONE (1), BLOCK ONE (1) LOTS ONE (1), TWO (2), TWENTY-FIVE THROUGH THIRTY-TWO (25-32), and GBT 17, BLOCK THREE (3), LOTS ONE THROUGH FIVE (1-5), FORTY-SEVEN (47) and GBT 13, BLOCK FOUR (4), LOTS ONE(1) and TWO (2) and GBT 18, BLOCK FIVE (5), LOTS ONE THROUGH EIGHT (1-8) and TWENTY-FOUR (24) and GBT 19, BLOCK SIX (6) and LOT SIXTY-NINE (69), BLOCK ELEVEN (11), according to Plat 96-31 filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

IV
MAXIMUM NUMBER OF LOTS, IDENTIFICATION AND BOUNDARIES

Section 1. **NUMBER OF LOTS.**

A total of 28 Lots constitutes Phase B-1 which is the First Phase of this Planned Community. The maximum number of Lots that may be created by reason of "Special Declarant Rights" and "Development Rights" on the "Future Phase Property" is an additional 442 Lots for a total of 470 Lots. Declarant does not guarantee that other "Lots" will be developed or added.

Section 2. **IDENTIFICATION OF LOTS.**

Each Lot is identified by Lot Number, Block Number and Plat Number.

Section 3. **BOUNDARIES.**

The boundaries of the initial Lots in this Planned Community are the lot lines as shown on the above referred to Plat 96-31.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08. 01 188-1
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 9

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9/9/98

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V
COMMON ELEMENTS

The Common Elements for Phase B-1 of this Planned Community are identified at Article I, Section 5. Additional Common Elements may be created of both types as, when and if "Future Phase Property" is added to this Planned Community, pursuant to exercise of "Development Rights".

VI
CONVEYANCE AND/OR ENCUMBRANCE OF COMMON ELEMENTS

(a) Homeowner Approval. Portions of the Common Elements owned by the Association may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Lots not owned by Declarant, agree to the action.

(b) Proceeds of Sale or Loan. The proceeds of a sale and proceeds of a loan secured by encumbering a Common Element are an asset of the Association.

(c) Form of Conveyance and Ratification. A agreement to convey common elements or to subject the commons elements to a security interest must be evidenced by the execution of an agreement, or ratification of the agreement in the same manner as a deed by the requisite of Lot Owners. The agreement must specify a date after which the agreement will be void unless recorded before the date. The agreement is effective only upon recording.

VII
ASSOCIATION CONTRACT TO CONVEY

The Association, on behalf of the Lot Owners may contract to convey or encumber an interest in common elements as provided in this Article, but the contract is not enforceable against the Association until approved as required herein. After approval, the Association has the powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute a deed of trust or other instrument.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08, § 188.1
GOLDENVIEW PARK, A PLANNED COMMUNITY

Page 10

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9/9/96

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VIII

MAINTENANCE, REPAIR AND REPLACEMENT

Section 1. COMMON ELEMENTS.

The Association shall repair, replace and maintain the Common Elements.

(a) Without limiting the foregoing, the Association shall be responsible for the maintenance, repair and replacement expenses for Bridgeview Drive, entry features, signage, bike trails, lighting, landscaping, drainage and utility easements along Bridgeview Drive from its intersection with Rabbit Creek Road, including the bridge over Little Rabbit Creek; and all of the streets, drainage systems, street lighting, sidewalks, landscaping, signage and bike trails located within the Phase B-1 Property forever, except for those services which may subsequently be provided for by a service area.

(b) Common Element maintenance shall include snow removal from public streets, sidewalks and bike trails.

(c) The Association is responsible for compliance with the State of Alaska, Department of Environmental Conservation Storm Water Erosion and Pollution Control Requirements, as they may be amended from time to time, for surface water run-off from public streets with the Project.

Section 2. LOTS.

Each Lot Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Lot.

Section 3. ACCESS.

Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Lot or the Common Elements, and for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the affected Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate whether or not the Lot Owner is present at the time.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08, § 122.1

GOLDENVIEW PARK, A PLANNED COMMUNITY

Page 11

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9/9/96

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Section 4. REPAIRS NECESSITATED BY LOT OWNER'S ACTION OR INACTION.

Each Lot Owner will reimburse the Association for any costs incurred by the Association and any damages to any other Lots or to the Common Elements to the extent that such damages or costs were caused intentionally, negligently or by the Lot Owner's failure to properly maintain, repair or make replacements to his or her Lot. Such expense will be assessed following notice and hearing.

Section 5. REPAIRS NECESSITATED BY ASSOCIATION ACTION OR INACTION.

The Association will be responsible for damage to Lots caused intentionally, negligently or by its failure to maintain repair or make replacements to the Common Elements.

**IX
ALLOCATED INTERESTS**

Section 1. ALLOCATION OF INTERESTS.

The allocated interest appertaining to each Lot for all purposes, including voting, and the determination of liability for common expenses shall be in accordance with Exhibit A. These interests have been allocated in accordance with the formula described in Section 2 of this Article. These formulas are to be used in reallocating interests. If Lots are added to or removed from the Common Interest Community. When Lots are added or removed from the Common Interest Community, a revised Exhibit A will be recorded with the Amendment.

Section 2. FORMULA FOR ALLOCATION OF INTERESTS. The allocated interest allocated to each Lot is derived by dividing the total number of Lots in the Common Interest Community at any one time into One Hundred Percent (100%). Nothing contained in this subsection shall prohibit certain common expenses from being apportioned to particular Lots under Article XVII, (Assessment and Collection of Common Expenses).

Section 3. VOTING.

Each Lot in the Common Interest Community shall have voting strength and rights in accordance with the specified percentages set forth in Exhibit A. These percentages are determined by the same formula described at Section 2, above.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 120.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 12

DOCUMENT PREPARED BY
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9/9/96

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Section 4. ASSIGNMENT OF ALLOCATED INTEREST UPON CREATION OF LOTS PURSUANT TO EXERCISE OF DEVELOPMENT RIGHTS.

The effective date for assigning allocated interest to Lots, created pursuant to Article X of this Declaration shall be the date on which the Amendment creating the Lots is recorded in the Records of the Anchorage Recording District.

**X
DEVELOPMENTAL RIGHTS, SPECIAL DECLARANT RIGHTS
AND OTHER RESERVATIONS**

Section 1. GENERAL.

Declarant reserves all "Special Declarant Rights" and "Development Rights" defined at Article I, Sections 10 and 29, A.S. 34.08.990(14) and A.S. 34.08.990(30), to the maximum extent permitted by law, and the below reservations are not intended to diminish such rights.

Section 2. MODELS, SALES OFFICES AND MANAGEMENT OFFICES.

As long as the Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Lot owned by the Declarant as a model unit, sales office or management office. So long as Declarant is a Lot Owner, it shall hold the Association harmless for damages suffered by invitees of Declarant, visiting the sales or management office or using the Common Elements where the same is not otherwise covered by liability insurance.

Section 3. CONSTRUCTION: DECLARANT'S EASEMENT.

The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, on Lots and Common Elements, and the further right to control all such work and repairs and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Interest Community as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights and Development Rights, whether arising under the Act or reserved

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in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 4. SIGNS AND MARKETING.

The Declarant reserves the right to post signs and displays on Lots and on the Common Elements to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Lot Owners.

Section 5. DECLARANT'S PERSONAL PROPERTY.

The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Common Interest Community that has not been represented in writing to be property of the Association. The Declarant reserves the right to remove any and all goods and improvements used in development, marketing and construction whether or not they have become fixtures.

Section 6. DECLARANT'S CONTROL OF THE ASSOCIATION.

(a) Subject to subsection (b) hereof, there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:

(i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lot that may be created to Lot Owners other than Declarant;

(ii) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business; or

(iii) two (2) years after any right to add new Lots was last exercised; or

(iv) five years after the first Lot is conveyed to an Owner other than Declarant.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of such period, but in that event the Declarant may require, for the duration of the period of Declarant

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 293.1)

GOLDENVIEW PARK, A PLANNED COMMUNITY

Page 14

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JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant be approved by the Declarant, be approved by the Declarant before they became effective or before they become effective.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created to Lot Owners other than a Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Lot Owners other than a Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Lot Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under 34.08.390, the Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7. LIMITATIONS ON SPECIAL DECLARANT RIGHTS.

Unless sooner terminated by a recorded instrument executed by Declarant, Special Declarant Rights (as opposed to Development Rights) may be exercised by the Declarant, so long as Declarant is obligated under any warranty or obligation, owns a Lot or a security interest in a Lot, or for twenty (20) years after recording this Declaration, whichever is sooner.

Section 8. RESERVATION OF DEVELOPMENT RIGHTS.

Declarant reserves the following Development Rights:

(a) The right, by amendment, to add Lots, Common Elements, and Limited Common Elements to the Common Interest Community of and from the "Future Phase Property" defined at Article I, Section 4, and at the time of such amendment to specify the standards for architectural control and restrictions on use, alienation and

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08. 01 199.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 15

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JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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occupancy of the Lots created thereby, should different standards and restrictions than those contained in this Declaration be necessary. "Development Rights" may be exercised with respect to parcels of the "Future Phase Property" at different times. No assurances are made with respect to whether all or part of the "Future Phase Property" will be developed, the order of development, whether if a Development Right is exercised in a portion of the Future Phase Property it will be exercised in all or any other portion of it or whether a building or other improvement that may be erected on Future Phase Property will be compatible with those of the Phase B-1 Property in terms of architectural style, quality of construction and size.

(b) The right, by amendment, to withdraw land designated as Future Phase Property, in whole or in part, to the Common Interest Community of and from the Future Phase Property defined at Article I, Section 4, provided, however, that if said land is withdrawn it will be developed in accordance with the Municipal Land Use Code.

(c) The right to construct utility lines, pipes, wires, ducts, conduits, streets and bridges across the Future Phase Property and the Phase B-1 Property for the purposes of furnishing utilities and other services to buildings, and improvements to be constructed on the land designated as "Future Phase Property". The Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey improvements within these easements anywhere in the Common Interest Community not occupied by buildings for the above mentioned purposes.

(d) The right of architectural control of construction of the residences on Lots within the Phase B-1 Property within five (5) years of the date this Declaration is recorded and the right of architectural control over construction of residences on Lots in the "Future Phase Property" within five (5) years of the date the amendment for the phase is recorded. Declarant may establish new and different architectural control standards for a new phase in the amendment that adds the phase to the Common Interest Community.

(e) The right to install fencing and landscaping within the telephone/electric easements and private landscaping as shown on plats of the property or reserved in Lot Deeds to property within the Common Interest Community.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS J4.08, § 122.)

GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 16

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9/9/96

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Section 9. LIMITATIONS ON DEVELOPMENT RIGHTS.

The Development Rights Reserved herein are limited as follows:

(a) Development Rights may be exercised at any time, but not more than fifteen (15) years after the date of recording of the original Declaration.

(b) Not more than 442 Lots may be created pursuant to the Development Rights on the "Future Phase Property".

(c) All Lots created pursuant to the Development Rights will be restricted to single family residential use.

(e) Common Elements to be owned by the Association for each Phase will be conveyed to the Association at the time of the first conveyance of a "Lot" within that Phase to an Owner.

Section 10. RESERVATION OF RIGHT TO DESIGNATE GREENBELT TRACTS IN CONNECTION WITH WETLANDS.

Declarant expressly reserves for a period of fifteen (15) years after the date of recording this Declaration, the right to designate the greenbelt tracts within the Phase B-1 Property for the purpose of mitigating the impacts of development upon other classified wetlands within or outside the Phase B-1 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.

Section 11. PHASING OF DEVELOPMENT RIGHTS

No assurances are made by the Declarant regarding the Future Phase Property as to where the Declarant will exercise its Development Rights the order in which such rights shall be exercised or whether Development Rights will be exercised as to any portion of the Future Phase Property. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

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Section 12. INTERFERENCE WITH "DEVELOPMENT RIGHTS" AND "SPECIAL DECLARANT RIGHTS"

Neither the Association nor any Lot Owner may take any action or adopt any rule or amendment that will interfere with or diminish any Special Declarant Right or Development Right without the prior written consent of Declarant.

XI
ARCHITECTURAL CONTROL

Section 1. APPROVAL AND CONFORMITY OF PLANS. No Lot alteration, construction of dwellings, construction of outbuildings, external modifications of dwellings and/or outbuildings shall be commenced, erected or maintained within the Common Interest Community, nor shall any exterior addition to or change or alteration in any such structure be made:

(a) Until detailed, written plans and specifications have been submitted to the Architectural Control Committee and written approval has been obtained from the Architectural Control Committee. The plans and specifications must at the very least show the nature, kind, shape, height, square footage, materials, exterior color and exterior trim and surface, location of the structure, driveway, landscaping plan and clearing limits. Before granting such approval, the Architectural Control Committee shall determine that the plans and specifications conform to such architectural standards, and provide for a structure which is in harmony as to external designs and location with surrounding structures and topography and, as in attached typical lot layout exhibits. Any plan or construction can be rejected for cause; and

(i) which are not constructed or to be constructed in accordance with such approved plans and specifications; and

(ii) which are not constructed by a State of Alaska licensed building contractor, unless otherwise allowed in writing by the Architectural Control Committee and ratified by a full vote of the Executive Board.

(b) Such plans and specifications will not be approved for engineering design, and by approving such plans and specifications, neither the Architectural Control Committee nor the Executive Board, nor the members of either shall in any way be deemed responsible for any defect in any structure constructed from such plans and specifications. In the event the Architectural Control Committee fails to disapprove such plans and specifications within twenty (20) working days after the

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 18

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

02975 PG 976

same have been submitted to it, the plans shall be deemed approved. If the Architectural Control Committee disapproves the plans with the twenty (20) working days after they have been submitted, the Lot Owner may appeal to the Executive Board under Section 5 of this Article.

Section 2. APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee members shall be restricted to one (1) member appointed by the Executive Board, two (2) members appointed by the Declarant; and one (1) member appointed by the Rabbit Creek Community Council. Decisions and approvals will be made by majority vote. In the event the Declarant or Rabbit Creek Community Council declines in writing continuing appointment rights then any substitute Architectural Control member shall be appointed by the Executive Board.

Section 3. WHEN COMPLIANCE DEEMED. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, the improvement shall be deemed to be in compliance with all provisions of this Article, unless formal proceedings shall be instituted to enforce compliance and/or completion.

Section 4. GENERAL PROVISIONS.

(a) The Architectural Control Committee and the Executive Board may from time to time establish reasonable written rules in connection with its review of plans and specifications, including but not limited to such things as the number of sets to be submitted and construction site conditions. The payment of a building construction clean up and damage security deposit may be required in an amount to be set by Architectural Control Committee and ratified by the Executive Board. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the Committee is such place, as may be designated from time-to-time by the Executive Board for submittal of plans and specifications, and the place where the current architectural standards and landscaping standards, if any, shall be kept.

Section 5. APPEAL. Decisions of the Architectural Control Committee shall be appealable to the Executive Board. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following the final written decisions of the Architectural Control Committee. Within thirty (30) days following receipt of such notice of appeal, the Board shall render a written decision of the Board, the Lot Owner and the Board shall submit the matter to non-binding, informal mediation. If

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08. 01 1991
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 19

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

BK 02975 pg 977

mediation fails to resolve the matter, the Lot Owner and the Board shall submit the matter to binding arbitration. Arbitration shall be in compliance with the American Arbitration Association principles unless the Lot Owner and Board mutually agree to some other arbitration format. Regardless of the format selected, however, the arbitration shall be binding and final upon the Lot Owner and the Board. The party prevailing at mediation and/or arbitration may seek actual, reasonable fees and costs from the non-prevailing party. If it is necessary for the Board to go to court to enforce the provisions contained in these covenants, conditions and restrictions, the offending Lot Owner shall pay actual reasonable fees and costs of any such action.

XII
EASEMENTS AND LICENSES

Section 1. RECORDED EASEMENTS AND LICENSES. All recorded easements or licenses appurtenant to or included in the Planned Community is set forth in Exhibit B to this Declaration. In addition, the Common Interest Community, including the "Future Phase Property", may be made subject to other easements or licenses granted by the Declarant pursuant to its powers under Article X of this Declaration.

Section 2. OWNER'S EASEMENT OF ENJOYMENT IN COMMON ELEMENTS.

Declarant expressly reserves for the benefit of itself, Owners in the Common Interest Community, their guests, tenants and invitees, reciprocal non-exclusive easements for use and enjoyment of the common elements in accordance with and for the purposes for which they were intended, without hindering or encroaching upon the lawful rights of others. Such easements shall be appurtenant to and shall run with the title to every Lot.

Section 3. LIMITATION ON OWNER'S EASEMENT.

The rights and easements of enjoyment created hereby shall be subject to the following, which rights are deemed to be necessary and desirable to facilitate the orderly development and administration of the Common Interest Community:

(a) The Rights of the Association. In accordance with its Articles of Incorporation, By-laws and this Declaration, to borrow money for the purpose of improving, maintaining and operating the Common Elements and in aid thereof to mortgage, hypothecate, pledge, assign or grant a security interest in the assets of the Association, including without limitation, its liens and receivables for assessments.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 152)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 20

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/98

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(b) The right of the Association to take such steps as are reasonably necessary to protect the rights of Lot Owners and the Common Elements against foreclosure.

(c) The right of the Association, as provided and limited in its Articles of Incorporation and Bylaws, to suspend the enjoyment rights (except rights of egress and ingress) of any Lot Owner for any period during which any Assessment remains unpaid, and for a period not exceeding thirty (30) days for any infraction of the Declaration, Bylaws or Rules and Resolutions, and to levy liquidated minimum

damages in the amount of two (2) times the monthly assessment for each offense for such infractions as well as specific damages as may occur, all of which shall become Assessments.

(d) The right of the Association to charge reasonable fees for the use of the Common Elements where such use shall involve additional expense to the Association and shall be different or unique from the use offered to other Lot Owners as a whole, or shall involve unique services or instructions, which fees shall be Assessments.

(e) The right of the Association or Declarant to impose and grant easements over, under and across the Common Elements for the purposes of fulfilling the general plan of development, providing ingress, egress, power, electricity, telephone, sewer, water and other utility and lighting services, irrigation, drainage, television transmission facilities, security devices and facilities and other structures, services and devices in connection therewith and the like, as the Association or Declarant deems necessary and proper.

(f) The right of the Association or Declarant to grant licenses and concessions for the use of the Common Elements, including licenses to non-Lot Owners.

(g) The right and duty of the Association to maintain, preserve and administer the Common Elements for the mutual benefit, health and safety of the Common Interest Community and each of its Owners, to such standards as set by the Association for the mutual benefit and safety of the Owners and the neighboring community.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08, et seq.
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 21

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

8K 02975 98979

XIII

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

The covenants, conditions and restrictions for restrictions on use alienation and occupancy for Phase B-1 Property are more particularly set forth on Exhibit C, attached hereto.

XIV

AMENDMENTS TO DECLARATION

Section 1. GENERAL.

Except as otherwise provided by law or elsewhere in this Declaration, amendments that may be executed by the Association under Section 34.08.740 of the Act, or by certain Lot Owners under Section 34.08.260 of the Act, amendments to be executed by Declarant pursuant to Development Rights, and except as limited by Section 4 of this Article, this Declaration may be amended only by vote or agreement of Lot Owners of Lots to which at least sixty-seven percent (67%) of the allocated interest in the Common Elements is appurtenant.

Section 2. LIMITATION OF CHALLENGES.

No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

Section 3. RECORDATION OF AMENDMENTS.

Each amendment to the Declaration must be recorded in each recording district in which a portion of the Common Interest Community is located and the amendment is effective only upon recording as set forth in AS 34.08.250(c).

Section 4. WHEN UNANIMOUS CONSENT REQUIRED.

Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Lots, change the boundaries of any Lot, the Allocated Interests of any Lot, or the uses to which any Lot is restricted, in the absence of unanimous consent of the Lot Owners.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08. 21 189)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 22

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
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9/9/98

0297506980

Section 5. EXECUTION OF AMENDMENTS.

Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officers of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 6. SPECIAL DECLARANT RIGHTS/DEVELOPMENT RIGHTS.

Provisions in this Declaration creating Special Declarant Rights or Development Rights may not be amended without written consent of the Declarant. Amendments under Declarants reserved "Development Rights" need to be consented to and executed only by Declarant.

Section 7. AMENDMENTS DIMINISHING DECLARANT'S RIGHTS/DEVELOPMENT RIGHTS OR OTHER RESERVATIONS.

Amendments to this Declaration, the only effect of which is sole diminishment of Special Declarant Rights, Development Rights or other Reserved Rights or benefits in favor of Declarant may be done by a document duly executed by Declarant and recorded without further vote or acquiescence of any other Owner.

**XV
AMENDMENT TO BYLAWS**

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

**XVI
TERMINATION**

Termination of the Common Interest Community may be accomplished only in accordance with AS 34.08.260.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08, § 260.1
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 23

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9/9/96

02975PG981

XVII

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 1. APPORTIONMENT OF COMMON EXPENSES.

Except as provided in Section 2 of this Article, all Common Expenses shall be assessed against all Lots in accordance with their allocated interests set forth in Exhibit A.

Section 2. COMMON EXPENSES ATTRIBUTABLE TO FEWER THAN ALL LOTS.

(a) Any Common Expense benefiting fewer than all Lots, whether at the request of the Lot Owner or otherwise, shall be assessed against the Lot or Lots benefitted.

(b) Any insurance premium increase attributable to a particular Lot by virtue of activities on or construction of the Lot shall be assessed against that Lot.

(c) An assessment to pay a judgment against the Association may be made only against the Lots in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

(d) If Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against the Lot.

(e) Fees, charges, late charges, fines, collection costs, and interest charged against a Lot Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 3. LIEN.

(a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against its Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on a Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 189)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 24

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JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

EX 02975 PG 982

for real estate taxes and other governmental assessments or charges against the Lot. A lien under this section is also prior to all security interests described in (2) of this Subsection if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 4 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision 2 of this Subsection. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due except to the extent such period is allotted, pursuant to Bankruptcy law or other law.

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

(f) A judgment or decree in any action brought under this Section shall include actual costs and attorney's fees for the prevailing party.

(g) A judgment or decree in an action brought under this Article is enforceable by execution under AS 09.35.010.

(h) Without limiting any other remedy which may be available the Association's lien may be foreclosed as a lien under AS 34.35.005.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 189.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 25

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JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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(j) The purchaser of a Lot at a foreclosure sale is not liable for any unpaid assessments against that Lot which became due before the sale, other than the assessments which are prior to that security interest under Section 3(b) of this Article and A.S. 34.08.470(b). Any unpaid assessments not satisfied from the proceeds of the sale become Common expenses collectible from all the Lot Owners, including the purchaser. The purchaser is liable for all assessments due after the time of sale and the Association has its lien on the Lot to secure payment.

(k) Any payments received by the Association in the discharge of a Lot Owner's obligation may be applied first to the oldest balance due.

Section 4. BUDGET ADOPTION AND RATIFICATION BUDGET PERIOD.

Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a copy of it to each Lot Owner, and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the copy. Unless at that meeting a majority of all Lot Owners reject the budget, the budget is ratified. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board. The budget period shall be twelve (12) months on a calendar year basis.

Section 5. RATIFICATION OF NONBUDGETED COMMON EXPENSE.

If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 2 of this Article, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Lot Owners for ratification in the same manner as a budget under Section 4 of this Article.

Section 6. CERTIFICATE OF PAYMENT OF COMMON EXPENSE ASSESSMENTS.

The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against the Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and each Lot Owner.

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Section 7. SEMI-ANNUAL PAYMENT OF COMMON EXPENSE ASSESSMENTS.

All Common Expenses assessed under Sections 1 and 2 of this Article shall be due and payable in advance. The first one-half (1/2) shall be due January 15th of each year and the second one-half (1/2) July 15th of each year.

Section 8. RESERVE FUND.

At the time a Lot is first conveyed by Declarant the grantee (purchaser) shall pay an Assessment Reserve Fund Contribution of Two Hundred Dollars (\$200). In addition, the Lot Owner shall pay to the Association the prorata share of the semi-annual assessment as provided herein, the purpose being to have available at all times for the Association an assessment reserve fund. These sums are to be collected by the closing escrow agent and remitted to the Association. This assessment reserve fund shall be maintained at all times, just as a reserve for taxes and insurance is so maintained, and in the event of a subsequent transfer of the Lot Owner's interest in the project, the subsequent purchaser shall be responsible for establishing and maintaining this reserve fund. This reserve fund shall not bear interest. Conveyance of a Lot shall be deemed to transfer all right, title and interest in such reserves.

Section 9. ALLOCATION OF ASSESSMENTS.

As collected, the assessments shall be allocated and segregated into a capital improvement reserve trust fund and a working capital fund. The capital improvement reserve fund shall be used for the periodic replacement of those Common Elements (and Limited Common Elements for which the Association is responsible) that must be replaced on a periodic basis, shall be maintained out of the regular assessment herein provided for and shall be adequate for the purposes set forth. In any event, there shall be budgeted assessed and collected an amount for the Capital Improvement Reserve Fund, an amount equal to 15% of the total annual budget amount, including Declarant's Remuneration, pursuant to Article XXIV. The Working Capital Fund shall be used for routine maintenance, replacement and repairs and all other general expenses of the Association. Use and transfer of these amounts shall be governed by Section 15 hereof.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34-08, § 109)

GOLDENVIEW PARK, A PLANNED COMMUNITY

Page 27

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
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9/9/96

EX 02975 00995

Section 10. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of part or all of the Common Elements, including fixtures and personal property related thereto and general landscaping; provided that any such assessment shall have the assent of Owners whose aggregate interest in the Common Elements is not less than sixty-seven percent (67%).

Section 11. ACCELERATION OF COMMON EXPENSE ASSESSMENTS.

In the event of default for a period of ten (10) days by any Lot Owner in the payment of any Common Expense assessment levied against his or her Lot, the Executive Board shall have the right, to declare all unpaid assessments for the pertinent year to be immediately due and payable.

Section 12. COMMENCEMENT OF COMMON EXPENSE ASSESSMENTS.

The Common expense assessments will commence as to all Lots within a particular Phase of the Common Interest Community, including those owned by Declarant, not later than sixty (60) days after conveyance of the first Lot within a particular Phase by Declarant to an Owner. Unsold Lots may temporarily be accorded a reasonably reduced assessment rate but in any event, the full assessment rate shall apply to all Units no later than sixty (60) days after the first Unit is conveyed; provided, however, that Declarant shall be entitled to credit for services and materials provided the Common Interest Community.

Section 13. NO WAIVER OF LIABILITY FOR COMMON EXPENSES.

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

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 120.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 28

DOCUMENT PREPARED BY
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9/9/98

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Section 14. PERSONAL LIABILITY OF LOT OWNERS.

The Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation. In the event the Association ceases for any reason to exist or make assessments, each Lot Owner shall nevertheless be personally liable for each Lot's pro-rata share of Declarant's Remuneration at Article XXIV.

Section 15. USE AND TRANSFER OF FUNDS.

At the time Declarant is to relinquish control in accordance with the Declaration, the Capital Improvement Reserve Fund and all other funds are to be transferred to the Association, if not already transferred. The Capital Improvement Reserve Fund is at all times to be maintained in a segregated account. Declarant may not use any such funds for any of its expenses, reserve contributions or construction costs, or to make up any budget deficits while it is in control. When unsold Lots are sold Declarant may, however, reimburse itself for funds (if any) it paid to the Association for an unsold Lot's share of the Capital Improvement Reserve Fund (Working Capital Fund) by using funds collected at closing when the Lot is sold.

**XVIII
RIGHT TO ASSIGN FUTURE INCOME**

The Association may assign its future income, including its right to receive Common Interest Expense assessments, only by the affirmative vote of Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, at a meeting called for that purpose and written approval of sixty-seven percent (67%) of eligible mortgagees.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 181.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 29

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Reginald J. Christie, Jr., Esq.
9/9/96

0297509987

XIX
PERSONS AND LOTS SUBJECT TO DOCUMENTS

Section 1. COMPLIANCE WITH DOCUMENTS.

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

Section 2. ADOPTION OF RULES.

The Executive Board may adopt Rules regarding the use and occupancy of Lots, Common Elements and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

XX
INSURANCE

Section 1. COVERAGE.

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

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 1202.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 30

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
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9/9/96

029750992

Section 2. PROPERTY INSURANCE.

(a) Property insurance covering:

(i) The Association shall at all times secure and maintain a master or blanket policy of fire and hazard insurance included within the term "extended coverage" on: (1) all personal property owned by the Association, and (2) improvements on the Common Elements.

(b) Amounts.

Insurance shall be secured and maintained in amounts (after application of any deductions) equal to one hundred percent (100%) of replacement cost at the time the insurance is purchased and at each renewal date. The maximum deductible for insurance policies shall be \$10,000 or one percent (1%) of the policy face amount. The difference between the policy deductible and the actual loss shall be maintained by the Association as a reserve.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the Common Elements and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

(c) Risks Insured Against. The insurance shall afford protection against "all risk" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;

(ii) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 189.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 31

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

029750999

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy of the Association provides primary insurance;

(iv) Loss must be adjusted with the Association;

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Lot Owner.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be substantially as follows: GOLDENVIEW PARK HOMEOWNERS ASSOCIATION, INC., for the use and benefit of the individual Owners*.

Section 3. LIABILITY INSURANCE.

Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000, covering all occurrences Commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

(a) Other provisions. Insurance policies carried pursuant to this section shall provide that:

(i) Each Lot Owner is an insured person under the policy with respect to liability arising out of interest of the Lot Owner in the Common Elements or membership in the Association.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, 1989)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 32

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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(ii) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;

(iii) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 4. FIDELITY BONDS.

A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Lot, to each servicer that services a Lot and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 5. LOT OWNER POLICIES.

An insurance policy issued to the Association does not prevent a Lot Owner from obtaining insurance for his or her own benefit.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, 11 1991)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 33

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
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9/9/96

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Section 6. WORKERS' COMPENSATION INSURANCE.

The Executive Board shall obtain and maintain Workers' Compensation Insurance as needed, to meet the requirements of the laws of the State of Alaska.

Section 7. DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time determine.

Section 8. OTHER INSURANCE.

The Association may carry other insurance which the Executive Board considers appropriate to protect the Association.

Section 9. PREMIUMS.

Insurance premiums shall be a Common Expense.

XCI

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 1. DUTY TO RESTORE

The Association shall promptly repair or replace portions of the Common Elements damaged or destroyed if insurance was required to be maintained or was carried by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 189.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 34

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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(c) Eighty percent (80%) of the Lot Owner's vote not to rebuild or replace.

Section 2. COST.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common expense.

Section 3. PLANS.

The property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, and a majority of Lot Owners.

Section 4. INSURANCE PROCEEDS.

(a) The insurance proceeds attributed to the damaged Common Elements shall be used to restore it or replace it.

(b) Notwithstanding any provision in the Declaration to the contrary, a trustee may be appointed to receive and hold insurance proceeds payable to the Association, Lot Owners and lien holders. The trustee, if one has been appointed, and if not, the Executive Board shall have the exclusive authority to negotiate losses under a policy and shall hold any insurance proceeds received in trust for the association, Lot Owners and lien holders as their respective interests may appear. Subject to Section 1 of this Article, proceeds will be used first to pay for the repair and replacement of the damaged property and the remainder, if any, will be distributed to the Lot Owners and lien holders as required by law and this Declaration. In making distributions, the trustee may rely on written certifications made by the Executive Board setting forth the intention of the Association with respect to repair or replacement of the damaged property and the names and amounts due to persons performing repairs. The trustee, in making disbursements, may rely on a report from a title insurer which states the name and the nature of the estate held by each named person in the damaged property.

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(c) Each and every Lot Owner shall, and by acceptance of a deed to a Lot, does appoint any insurance trustee or the Executive Board as his attorney-in-fact for the purpose of purchasing and maintaining insurance required by this Declaration, collecting and distributing proceeds, executing releases and other instruments, and performing all other necessary duties.

(d) The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. Subject to the other provisions of this Section, proceeds shall be disbursed first for the repair or restoration of the damaged Property. Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 5. CERTIFICATES BY THE EXECUTIVE BOARD.

The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 6. CERTIFICATES BY ATTORNEYS.

Title insurance companies or if payments are to be made to Lot Owners or Mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the records of the Third Judicial District, Anchorage, State of Alaska, from the date of the recording of the original Declaration stating the names of the Lot Owners and the Mortgagees.

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XXI

RIGHTS TO NOTICE AND COMMENT: NOTICE OF HEARING

Section 1. RIGHT TO NOTICE AND COMMENT.

Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 2. RIGHT TO NOTICE AND HEARING.

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

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Section 3. APPEALS.

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

**XXIII
EXECUTIVE BOARD**

Section 1. MINUTES OF EXECUTIVE BOARD MEETINGS.

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

Section 2. POWERS AND DUTIES.

The Executive Board is the Board of Directors of the Association and may act in all instances on behalf of the Association subject to and, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;

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- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Lot Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be held as a part of the Common Elements;
- (j) Acquire, hold encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or be made subject to a Security Interest only pursuant to Section 34.08.430 of the Act and this Declaration;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections of (2) and (4) of Section 34.08.100 of the Act, and for services provided to Lot Owners;

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, §§ 189-1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 39

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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(m) Impose charges or interest or both for late payment of assessments and, after Notice of Hearing, levy reasonable fines for violations of this Declaration, and the bylaws, Rules and regulations of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 34.08.590 of the Act or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Subject to other provisions of this Declaration, Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by this Declaration or by the Bylaws;

(r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any powers necessary and proper for the governance and operation of the Association;

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

(u) Appoint one member of the Executive Board to represent Goldenview Park Homeowner's Association at the Rabbit Creek Community Council regularly scheduled meetings.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08. 01 200.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 40

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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Section 3. EXECUTIVE BOARD LIMITATIONS.

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

**XXIV
DECLARANT REMUNERATION**

As additional consideration for development of the Project and conveyance of significant Common Elements to the Association, to the benefit and value of this Planned Community, for a period of ninety (90) years from the date of recording this Declaration, the Declarant and the successors-in-interest thereto shall receive remuneration in the amount of \$150 per lot, for each calendar year following recording of this Declaration, from the Owner of each Lot, except Declarant owned Lots. This amount shall be adjusted at the start of each calendar year in the amount of increase in the Consumer Price Index (base year 1996) over the start of the prior year. This remuneration shall, so long as the Association exists, be a common expense of the Association collected on behalf of the Declarant by the Association as part of its annual assessment and budget process and paid to Declarant or the successor-in-interest thereof within forty-five (45) days of receipt. Should the Association for any reason fail to exist or fail in a good faith manner to collect and pay said sums, Declarant and the successor-in-interest thereof shall have and are assigned all lien and other collection rights of the Association, under this Declaration or by operation of law. Anything herein or within Alaska Statute 34.08 to the contrary, notwithstanding this Article, may not be altered, amended or repealed without the prior written consent of the Declarant. Further, as to each Unit subject to this Declaration, the annual remuneration obligation herein created shall be a lien running with the land for the entire ninety (90) year period, and shall have the priority as provided in Article XVII, Section 3, above.

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
IAS 34.08, et seq.
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 41

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

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All parties hereto acknowledge that this remuneration obligation is not a management contract, employment contract, or lease of recreational or parking areas or facilities within the meaning of Alaska Statute 34.08.360. No amendment or termination of the Common Interest Community shall be effective to diminish in any way the rights and obligations herein without the written consent of Declarant or the successor-in-interest thereof.

**XXV
CONDEMNATION**

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

**XXVI
MISCELLANEOUS**

Section 1. CAPTIONS.

The captions contained in the documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the documents nor the intent of any provision thereof.

Section 2. GENDER.

The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the document so require.

Section 3. WAIVER.

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

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 129.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 42

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

BOOK 2925 PAGE 999A

Section 4. INVALIDITY.

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

Section 5. CONFLICT.

The documents are intended to comply with the requirements of the Act and Chapter 10.20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between the documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other document, this Declaration shall control.

Section 6. RIGHTS OF ACTION.

The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the documents and decisions of the Association made pursuant to the documents.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and year first hereinabove written.

GOLDENVIEW REALTY, INC.:

By:  _____
JOHN S. BERGGREN, President

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.05, et seq.)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 43

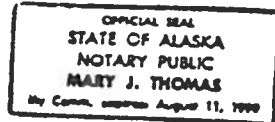
DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

BOOK 2975 PAGE 999B

THIS IS TO CERTIFY, that on the 12th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John S. Berggren who stated that he was President of GOLDENVIEW REALTY, INC., and who stated that on behalf of said corporation he executed the within and foregoing instrument; and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Mary J. Thomas
NOTARY PUBLIC IN AND FOR ALASKA
My Commission Expires: 08/11/99

DECLARATION SUBMITTING REAL PROPERTY TO THE UNIFORM COMMON INTEREST OWNERSHIP ACT
(AS 34.08, § 189.1)
GOLDENVIEW PARK, A PLANNED COMMUNITY
Page 44

DOCUMENT PREPARED BY
JIM CHRISTIE & ASSOCIATES
Reginald J. Christie, Jr., Esq.
9/9/96

BOOK 2975 PAGE 999C

CONSENT OF DEED OF TRUST BENEFICIARY

KEY BANK OF ALASKA, N.A., Beneficiary of a deed of trust on the real property described at Page 1 of this Declaration, consents to the foregoing submission of said property to the provision of the Uniform Common Interest Ownership Act (Alaska Statutes A.S.34.08 et seq).

DATED: 1/21/96

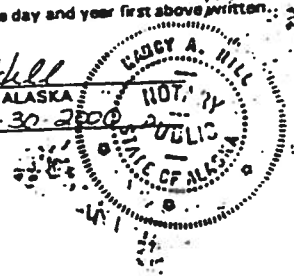
By: Mark E. Hargis

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) SS.

THIS IS TO CERTIFY, that on the 12 day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Michael E. Hargis, as Vice President and Manager, who stated that on behalf of said banking association he executed the within and foregoing instrument; and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Nancy A. Hill
NOTARY PUBLIC IN AND FOR ALASKA
My Commission Expires: 6-30-2000



BOOK 2925 PAGE 991D

EXHIBIT A
ALLOCATION OF INTEREST

Lot 1	Block 3
Lot 2	Block 3
Lot 25	Block 3
Lot 26	Block 3
Lot 27	Block 3
Lot 28	Block 3
Lot 29	Block 3
Lot 30	Block 3
Lot 31	Block 3
Lot 32	Block 3

Lot 1	Block 4
Lot 2	Block 4
Lot 3	Block 4
Lot 4	Block 4
Lot 5	Block 4
Lot 47	Block 4

Lot 1	Block 5
Lot 2	Block 5

Lot 1	Block 6
Lot 2	Block 6
Lot 3	Block 6
Lot 4	Block 6
Lot 5	Block 6
Lot 6	Block 6
Lot 7	Block 6
Lot 8	Block 6
Lot 24	Block 6

Lot 69	Block 11
--------	----------

Allocation = 3.571428% per lot*

*Allocation base derived as follows: 100% divided by 28 lots
(To simplify the allocation it is permissible to use fractions created by
dividing 1 by the number of lots in the Planned Community in place of
percentages)

BOOK 2975 PAGE 999E

(9/12/96)

EXHIBIT B
(RESERVATIONS AND EASEMENTS)

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

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

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

Granted to	:	CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded	:	September 29, 1983
	:	Book 974, at Page 644
Affects	:	A portion of the premises

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

Granted to	:	ANCHORAGE dba ANCHORAGE WATER AND WASTEWATER UTILITY, a municipal corporation
For	:	Water lines and Sanitary Sewer Lines
Recorded	:	February 29, 1996
	:	Book 2893, at Page 954
Affects	:	A strip of land 60 ft wide lying within a portion of the premises

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

Granted to	:	ANCHORAGE dba ANCHORAGE WATER AND WASTEWATER UTILITY, a municipal corporation
For	:	Water lines and Sanitary Sewer Lines
Recorded	:	February 29, 1996
	:	Book 2893, at Page 957
Affects	:	A strip of land 60 ft wide lying within a portion of the premises

BOOK 2975 PAGE 999F

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

Granted to : ANCHORAGE dba ANCHORAGE WATER AND
WASTEWATER UTILITY, a municipal
corporation
For : Water lines and Sanitary Sewer Lines
Recorded : February 29, 1996
Book 2893, at Page 960
Affects : A strip of land 60 ft wide lying within a
portion of the premises

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

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : September 27, 1954
Book 109, at Page 260
Affects : Blanket Easement

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

Granted to : CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded : January 17, 1955
Book 113, at Page 196
Affects : Blanket Easement

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

Granted to : ANCHORAGE dba ANCHORAGE WATER AND
WASTEWATER UTILITY, a municipal
corporation
For : Water lines and Sanitary Sewer Lines
Recorded : February 29, 1996
Book 2894, at Page 1
Affects : A strip of land 50 ft wide lying within Tract B

The effect, if any, of a document entitled Amended Agreement executed by and between SOUTHPARK TERRACE HOMEOWNERS ASSOCIATION and SOUTHPARK DEVELOPMENT COMPANY, a Partnership consisting of General Enterprises, Inc., and THE HAYDEN COMPANY on the terms, conditions and provisions contained therein, recorded October 2, 1985, in Book 1329 at Page 842.

BOOK 2975 PAGE 999C

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

Granted to	:	ANCHORAGE dba ANCHORAGE WATER AND WASTEWATER UTILITY, a municipal corporation
For Recorded	:	Water lines and Sanitary Sewer Lines February 29, 1996 Book 2893, at Page 954
Affects	:	A strip of land 60 ft wide, lying within a portion of the premises

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

Granted to	:	ANCHORAGE dba ANCHORAGE WATER AND WASTEWATER UTILITY, a municipal corporation
For Recorded	:	Water lines and Sanitary Sewer Lines February 29, 1996 Book 2893, at Page 957
Affects	:	A strip of land 60 ft wide, lying within a portion of the premises

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

Granted to	:	ANCHORAGE dba ANCHORAGE WATER AND WASTEWATER UTILITY, a municipal corporation
For Recorded	:	Water lines and Sanitary Sewer Lines February 29, 1996 Book 2893, at Page 960
Affects	:	A strip of land 60 ft wide, lying within a portion of the premises

Easement for electric 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

EXHIBIT B
(RESERVATIONS AND EASEMENTS)
Page 3 of 4

BOOK 2715 PAGE 999H

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

Granted to : ANCHORAGE dba ANCHORAGE WATER AND
WASTEWATER UTILITY, a municipal
corporation
For : Water lines and Sanitary Sewer Lines
Recorded : February 29, 1996
Book 2893, at Page 963
Affects : A strip of land 60 ft wide, lying within a
portion of the premises

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

Granted to : ANCHORAGE dba ANCHORAGE WATER AND
WASTEWATER UTILITY, a municipal
corporation
For : Water lines and Sanitary Sewer Lines
Recorded : February 29, 1996
Book 2893, at Page 966
Affects : A strip of land 50 ft wide, lying within a
portion of the premises

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

Granted to : ANCHORAGE dba ANCHORAGE WATER AND
WASTEWATER UTILITY, a municipal
corporation
For : Water lines and Sanitary Sewer Lines
Recorded : February 29, 1996
Book 2893, at Page 970
Affects : A strip of land 30 ft wide, lying within a
portion of the premises

Easements as shown on the plat of said subdivision.

Notes as shown on the plat of said subdivision.

(Revised: 9/6/9)

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 dwelling not to exceed twenty-five feet in height, as measured from average grade to the mid span of the highest roof and a private enclosed garage for not less than two vehicles. A single family residence is defined as a single housekeeping unit operating on a non-commercial basis as opposed to a hotel, motel or bed and breakfast.

Section 2. 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 3. 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 4. 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-five percent (75%) 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 1,800 square feet of finished living space for a one-story dwelling excluding basement and walk-out basement nor less than 1,200 square feet of finished living space on the main floor for a dwelling of more than one story, 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.

Section 5. 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

BOOK 2975 PAGE 999J

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 6. 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 advertize 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 7. 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 pet's animal feces from all areas of the Planned Community (i.e. when walking foot trails, sidewalks, etc.).

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

Section 8. 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 9. 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 10. 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 11. 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.

Section 12. SECURITY SYSTEMS. All residences are encouraged to be equipped with security systems.

Section 13. 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 14. 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

BOOK 2925 PAGE 999 L

dwelling set-back lines under Section 22 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 15. 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 heavy equipment such as bulldozers and road graders may be parked on any Lot or street except during that time it is actually working in 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.

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 inches in diameter and have prefabricated flared ends. Lot Owners must maintain culverts and keep clean of debris, etc.

Section 17. TREES. No 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 trees and the natural wooded surroundings of their properties especially at the side and rear Lot area between houses. In the event of excess removal of trees 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

BOOK 2975 PAGE 9911

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 18. 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 and the Executive Board. If a fence or dog run is approved, it must be in the back of the home only and must be recessed a minimum of three (3) feet inward from the back two (2) corners of the home such that the fence is not visible from the front of the home. For homes located on corner Lots, the back of the home shall constitute the longest dimension of the two (2) sides not facing a street. Fences shall not be located within twenty feet (20') of any greenbelt tract nor shall they block ingress to a greenbelt tract. No dog run shall be within twenty-five feet (25') of any lot line and must be concealed by a wooden fence. Fences are to be constructed of wood materials only. 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. Fences shall be finished the same color as the home. Split rail or decorative wood fences less than four feet (4') high may be approved in writing by the Architectural Control Committee and the Executive Board outside of these limits.

Section 19. MAILBOXES AND NEWSPAPER TUBES. Lot Owners shall use the mailboxes approved by the U.S. Postal Service. Materials and locate of each individual mail box and newspaper receptacle shall be subject to Architectural Control Committee and the Executive Board's written approval. Newspaper stands and receptacles on individual Lots are not permitted.

At the time these Covenants were enacted, the U.S. Postal Service requires the installation of central mail box facilities in all new subdivisions. At the time these Covenants were enacted, the U.S. Postal Service pays for the installation and maintenance of the central mail box facilities. The Architectural Control Committee and Executive Board, subject to approval by the Postal Service reserves the right at any time in the future, to design uniform enclosures or structures to house the central mail box facilities, which design shall be used by the individual Lot Owners. If the Postal Service ceases requiring central mail box facilities then the Architectural Control Committee and the Executive Board will review these changes and provide written substitute criteria and specifications.

BOOK 2925 PAGE 99910

Section 20. 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 where visibility is completely blocked due to major offsets in the dwelling architecture. Cedar shake roofing or architectural shingles are recommended. 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.

Section 21. OVERALL DESIGN STRUCTURE AND APPEARANCE. The Developer/ Declarant of Goldenvue 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 within the subdivision unless the Lots are separated by at least three hundred feet (300') along the street frontage. The overall appearance of the dwelling will be an important consideration for approval.

Section 22. 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 written approval. Such locations are to be staked according to the plan. Prior to any construction activity or tree cutting, the staked limits shall be confirmed in writing as acceptable by the Architectural Control Committee. No permanent damage to the natural vegetation is to occur outside of those limits. Special instructions are to be given to contractors by the Lot Owners to protect areas outside of these limits as shown on the Lot layout plan.

Front Yard: Not less than twenty-five feet (25') set-back from the edge of pavement of bike trail or sidewalk and twenty-five (25') from the front lot line.

Side Yard: A total combined set-back of twenty-five feet (25'); but not less than a ten foot (10') set-back from any side lot line to the side of a dwelling or outbuilding;

Rear Yard: Not less than twenty-five feet (25') set-back from the rear side of a dwelling or outbuilding to the lot line;

EXHIBIT C TO DECLARATION
Page 6 of 7

BOOK 2975 PAGE 9990

It is the intent of these requirements to provide maximum possible spacing between all dwellings and/or outbuildings in the subdivision but not less than twenty-five feet (25') between dwellings. Under special or unusual set-back/layout circumstances Lot Owners may obtain variances from these provisions only by written approval from the Architectural Control Committee and the Executive Board.

Section 23. 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.

Section 24. 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 25. LAWNS AND LANDSCAPING. All disturbed areas within the approved clearing limits shall be landscaped and seeded, weather permitting, within sixty (60) days, but not later than eight (8) months of the issuance of the certificate of occupancy. All lawns are to be maintained free of weeds, mowed and trimmed whenever growth exceeds four inches (4"). Homeowners shall mow and maintain roadside drainage and shoulders in the front of their Lot to the edge of pavement. Fertilizer shall be used sparingly not more than twice yearly to minimize adverse runoff water quality.

Section 26. GREENBELTS. Any areas in the greenbelt disturbed by utilities, storm drainage structures, grading, contouring, cutting or filing, must be recontoured in a natural, pleasing manner and re-vegetated.

Section 27. 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.

BOOK 2975 PAGE 999P

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