

**Declaration of Restrictive Covenants,
Norton Homesite Subdivision, Addition No. 2,
Plat 98-17, Norton recording District**

The Norton Corporation (herein "Corporation"), Box 9876, Norton, Alaska 12345, an Alaska Native Village Corporation formed pursuant to the Alaska Native Claims Settlement Act(ANCSA) of December 18, 1971, P. L. 92-203, is the owner of certain real property described as Norton Homesite Subdivision, Addition No. 2, Plat 98-17. In order to protect and preserve the homesite lots being conveyed under the Norton Corporation Shareholder Homesite Program that was approved by the Board of Directors on January 7, 1997, the Corporation declares that the following property shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements (hereinafter collectively referred to as "Covenants") as set forth in this declaration:

Lots 1-15, Block 1; Lots 1-6, 9-12, and 14-18, Block 2; Lots 3-9, Block 3, Norton Homesite Subdivision, Addition No. 2, Plat 98-17, as recorded on September 4, 1997, in the Norton Recording District, Third Judicial District, State of Alaska.

1. The Covenants contained in this declaration are to run with the land, are binding upon all lot owners and shall be binding on all parties and all persons claiming any interest in the lots. The Covenants shall be for the benefit of, shall burden, and shall pass with each lot, and shall apply to and bind the owners of each lot that are subject to these Covenants, their legal representative, heirs, successors, and assigns in perpetuity, unless otherwise specified
2. For a period of ten (10) years after the original conveyance of a lot by the Corporation under the Norton Corporation Shareholder Homesite Program, the lot shall be used only for single-family (including traditional extended family customs) residential occupancy.
3. No lot shall be used for commercial purposes. This restriction shall not be construed, however, as preventing the use of the property for personal business transactions not involving retail or wholesale trade or the use of employees. No lot shall be used as a dumping area for rubbish, trash, junk automobiles, equipment or wreckage.
4. An easement for the installation and maintenance of electricity, natural gas, telephone, cable, sewer and water shall exist within the boundaries of the dedicated roadways on the plat referred to above.
5. No building or improvement may be located within any reserved easement.
6. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and approval of the Alaska Department of Environmental Conservation and any other governmental authority that may have jurisdiction.
7. No lot owner may transfer any interest - whether voluntarily, by way of contract, sale, exchange, mortgage, gift or otherwise, or involuntarily by way of creditor levy, foreclosure, bankruptcy proceeding, or otherwise-in any lot or any portion of a lot, other than to members of his or her immediate family (spouse, parents, grandparents, siblings, children and grandchildren of the owner) or other than by testate or intestate succession, without first consulting with and offering the lot to the Corporation in writing on the same terms being offered to or received from a third party. The offer shall include the identity of any proposed transferee, the proposed terms and conditions of transfer, and a copy of any written document relating to the proposed transfer such as a earnest money agreement or deed of trust. The Corporation shall have sixty (60) days to complete the consultation and to accept the offer, and if timely accepted the Corporation shall acquire the interest on the same terms and conditions offered to or received from a third party. If the purchase price includes non-cash consideration, the Corporation may at its option, provide the fair market value of the non-cash consideration. If the Corporation does not timely accept the offer within the sixty (60) day period, the owner may transfer the lot to a third party on terms no more favorable than those offered to the Corporation. Any future lot owners shall be subject to this right of first purchase.

8. The corporation or any lot owner may enforce the Covenants by any proceeding at law or in equity and may obtain specific performance or injunctive relief. The failure to enforce any Covenant contained within this declaration shall not be deemed a waiver of the right to enforce such Covenant.

9. These Covenants may be amended at any time, other than the time right of first refusal provided by Section 7, through a vote of two-third (2/3) of the lot owners. The corporation shall be considered a lot owner of each lot it owns. Any amendment must be recorded to be effective.

10. If any Covenant contained in this declaration is held invalid, the remainder of the declaration shall not be affected and shall continue in full force and effect.

11. The Corporation makes no warranty that lots are free of defects, that lots satisfy any governmental requirement such as Alaska Department of Environmental Conservation soil quality specifications, or that public utilities or services will be available or provided. No road, sewer, water, gas, electric, oil or fire protection services will be provided or completed by the Corporation. No utility or municipality government has agreed to extend utility services to any lot. All lots will be conveyed without warranty, "as is, where is".

Norton Corporation

James Warataq, President

Attest: _____
Corporate Secretary

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On this _____ day of August 23, 1997, before me the undersigned Notary Public in and for the State of Alaska, personally appeared James Warataq, to me known and known to be the President of the Norton Corporation, who declares that he knows the contents of the forgoing deed and that he executed the deed on behalf of the Norton Corporation by authority of the Board of Directors and that the foregoing deed was executed freely and voluntarily for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____

Bartz Englishhoe
Box 104513
Anchorage, AK 99510
907-338-7768
Fax 509-593-4161
bartz@englishhoe.com
www.englishhoe.com

Norton Recording District
Please returned to:
Norton Corporation
Box 9876
Norton, Alaska 12345