

KEYES POINT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 7th day of February,
1987, by the undersigned, Nondalton Native Corporation an Alaska
Corporation, hereinafter referred to as the "Developer."

Preamble

WHEREAS, the Developer is the owner of the real property de-
scribed in Exhibit A of this Declaration and desires to create thereon
the first section of the Community of Keyes Point as a planned
community with common properties for the benefit of the said
community; and

WHEREAS, the Developer desires to provide for the preservation
and enhancement of the property values, amenities, and opportunities in
said community contributing to the personal and general health, safety,
and welfare of residents and for the maintenance of the land and im-
provements thereon, and to this end desires to subject the real
property described in Exhibit A, together with such additions as may
hereafter be made thereto (as provided in Article II), to the covenants,
restrictions, easements, charges, and liens hereinafter set forth, each
and all of which is and are for the benefit of said property and each
owner thereof; and

WHEREAS, to provide a means for meeting the purposes and
intents herein set forth, the Developer has incorporated under the laws
of the state of Alaska the Keyes Point Property Owners Association.

NOW, THEREFORE, the Developer declares that the real property
described in Exhibit A, and such additions thereto as may hereafter be
made, pursuant to Article II hereof, is and are and shall be held,

transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and Hens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to the Keyes Point Property Owners Association the power of owning, maintaining, and administering the common properties, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

Article I

Definitions

Section 1. "Articles and Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association, as the same may be adopted by the incorporators and the initial Board of the Association, and as the same may be amended from time to time.

Section 2. "Association" shall mean and refer to the Keyes Point Property Owners Association and its successors and assigns.

Section 3. "Association Rules" shall mean and refer to rules adopted by the Association in accordance with its Articles, Bylaws, and this Declaration.

Section 4. "Cluster" shall mean and refer to the additional property, Lots or Living Units subject to the same Supplementary Declaration establishing such cluster. Any Supplementary Declaration may establish any type of unit of real property authorized by law including, but not limited to, lots and condominium units.

Section 5. "Common Expenses" shall mean and refer to the cost of management and administration of the Association, reasonable reserves as appropriate, taxes if any, costs incurred by the Architectural

transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to the Keyes Point Property Owners Association the power of owning, maintaining, and administering the common properties, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

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Section 5. "Common Expenses" shall mean and refer to the cost of management and administration of the Association, reasonable reserves as appropriate, taxes if any, costs incurred by the Architectural

Review Board or any other cost or expense incurred by the Association for any reason whatsoever in connection with this declaration, its Articles and Bylaws, or in furtherance of the purposes of the Association, or in the discharge of any obligations imposed on the Association by this Declaration.

Section 6. "Common Property" or "Common Properties" shall mean and refer to all real property and improvements thereon owned by the Association or over which the Association has an easement (excepting Lots and Living Units thereon) for the use and enjoyment of the members. They are as follows:

(a) The developer has conveyed to the Association an easement for a road and utilities. The developer will build a narrow (12 foot travel surface), gravel road on this easement suitable for some conventional automobiles, four wheel drive vehicles, and all terrain vehicles. Title to the land covered by this easement will be conveyed to the Association as provided in Article V, Section 2.

(b) The Developer will convey to the Association an airstrip, an area for aircraft parking, and a road leading from the airstrip to the road described in subpart (a) of this section. The exact location of the airstrip has not been specifically identified but it will be on Keyes Point and will be a minimum of 3,000 feet long and a minimum of 50 feet wide. It will have a gravel surface. Associated with the airstrip, there shall be an aircraft parking area of approximately one (1) acre in size, and a narrow gravel road leading to the road described in subpart (a) of this section. The airstrip and aircraft parking area shall be conveyed on or before December 31, 1986.

(c) The Developer reserves the right to improve or increase the size of the common properties, and specifically reserves the right to extend the road system throughout the properties. In the event the developer makes such improvements, increases, or extensions, the Association is obligated to assume ownership, operation, and maintenance of the same at such time as the developer shall convey them to the Association.

Section 7. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as they may from time to time be amended.

Section 8. "Developer" shall mean and refer to Nondalton Native Corporation, an Alaska corporation, and its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession of assignment or unless such rights and obligations pass by operation of law. In the event another, other than the first Developer comes to stand in the same relation to the project as the first Developer, that Developer shall hold the same rights and obligations as would then have been held by the first Developer.

Section 9. "Development Plan" shall mean and refer to the total general scheme of intended uses of land in the Properties, as illustrated in Exhibit C hereof, as may be amended from time to time, and as further defined in Article II, Section 3.

Section 10. "Governing Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association Bylaws, all as initially drawn

by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 11. "Hotel/Lodge" shall mean and refer to commercial establishments providing rooms and living facilities on a regular basis to the public. It shall include apartment buildings. Each room or unit within a hotel/lodge rented as sleeping quarters for a single family shall be deemed a Living Unit.

Section 12. "Interval Ownership Entity" shall mean and refer to any Living Unit the ownership to which is divided to provide for rights to use during separate intervals of time. Any such entity shall be treated as a single Living Unit.

Section 13. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties and designed and intended for use and occupancy at any given point in time by a Single family. It shall additionally refer to Hotel/Lodge rooms as described in Article 1, Section 11 and Living Units owned by Interval Ownership Entities as described in Section 12.

Section 14. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties, with the exception of Common Properties as hereinbefore defined.

Section 15. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

Section 16. "Mortgage, Mortgagee, and Mortgagor." Reference in this Declaration to a "Mortgage" shall be deemed to include a deed of trust; reference to a "Mortgagee" shall be deemed to include the

beneficiary of a deed of trust; and reference to a "Mortgagor" shall be deemed to include the trustor of a deed of trust.

Section 17. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient.

Section 18. "Owner" shall mean and refer to (1) the record holder of the fee simple title to any Lot or Living Unit, whether one or more persons or entities; the term shall exclude those having such an interest merely as security for the performance of an obligation.

Section 19. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 20. "Single family" shall mean and refer to a single housekeeping unit.

Section 21. "Supplementary Declaration" shall mean and refer to any declaration of covenants and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to an addition to the properties or which contains such complementary provisions for such addition as are deemed appropriate by the Developer and/or as are herein required.

Article II

Property Subject to This Declaration

Additions Thereto

Section 1. The "Properties." The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this

Declaration is located in the Third Judicial District of the State of Alaska and is more particularly described in Exhibit A.

Section 2. Additions to the Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right to subject to this Declaration any additional property which lies within the land area represented by the Development Plan, attached hereto as Exhibit B, as it may be amended from time to time, provided that no addition shall be made after more than five years have lapsed since the filing of the last Supplementary Declaration which subjects additional land to this Declaration.

(b) Other Additions. Additional land other than that described above, may be annexed to the Properties upon approval of seventy-five percent of the votes of a Quorum of Owners. For purposes of this section, a quorum of Owners is seventy-five percent (75%) of the votes representing Owners of all Lots and Living Units.

The additions authorized under subsections (a) and (b) shall be made by complying with any requirements of state and local governments regarding subdividing and by filing of record one or more Supplementary Declarations of covenants and restrictions with respect to the additional property.

Nothing contained in this Declaration shall require the Developer to file any Supplementary Declaration, and the terms and conditions of this Declaration, and the privileges, rights and obligations associated therewith, shall be made applicable to any addition only in the event the Supplementary Declaration adding said property specifically so provides. No Supplementary Declaration subjecting any additional land to this

Declaration need incorporate the terms and provisions of Article VII and/or VIII of this Declaration. No Supplementary Declaration shall require the Association to provide for ownership or maintenance of any Common Properties other than those, together with improvements, increases, or extensions, described in Article I, Section 6, but it may permit the Owners of Lots and Living Units within the additional property to enjoy the benefits and use of the Common Properties described in Article I, Section 6, provided that the terms and provisions of Articles I through VI, and IX of this Declaration are made applicable to the additional real property.

Section 3. The Development Plan.

(a) Purpose. The Development Plan, illustrated in Exhibit B, is the dynamic design for the staged development of the Properties as a planned community which will be regularly modified and amended, as provided herein, during the several years required to build the community. Because the Development Plan is a temporary design, it shall not bind the Developer to make any of the additions to the Properties which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plan unless and until a Supplementary Declaration is filed by the Developer subjecting such property to this Declaration.

(b) Amendments. The Developer hereby reserves the right to amend the Development Plan for lands which have not yet been made subject to this Declaration, in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the Properties or in response to changes in requirements of government agencies and financial institutions.

Section 4. Merger. In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. Such a merger or consolidation shall require the assent of seventy-five percent of the votes of a Quorum of Owners, which for purposes of this section shall be seventy-five percent (75%) of the votes of the Owners of all Lots and Living Units subject to this Declaration.

Section 5. Additions to Common Properties. The developer may improve or increase the size of the Common Properties. In particular, but without limiting the developer by the act of Listing hereafter, the developer may extend the road system throughout the properties, widen the road, pave the road, build a dock for unloading floatplanes where the road meets Ishuk Lake, lengthen and widen the airstrip, pave the airstrip, and increase the size of the aircraft parking area. The developer need not obtain the consent of the Association for such improvements, increases, and extensions. The completion of such improvements, increases, and extensions shall be made at the developer's expense, but the Association shall be obligated to assume

ownership, operation, and maintenance of the same at such time as the developer shall convey the same to the Association.

The Association may make similar improvements, increases, and extensions, at its expense, if its board of directors determines that any such improvement, increase, or extension is in the best interests of its Members. New real or personal property, other than improvements, increases, and extensions as described above, may be added to the Common Properties, but only upon approval of two-thirds (2/3) of a quorum of the votes of each class of members, which shall be seventy five percent (75%) of the total.

ARTICLE III

Keyes Point Property Owners Association

Section 1. Organization.

(a) The Association. The Association is a nonprofit, nonstock corporation organized and existing under the laws of the State of Alaska and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such maybe amended from time to time, provided no other Governing Documents than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) "Cluster Association." A Cluster shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, and membership constituency and the rights and obligations which may be unique to the Members of such Cluster. An incorporated nonprofit property owners association may be established for each such Cluster, and each association may own common areas and properties and be responsible for such matters as described in the Supplementary Declaration.

(c) **Subsidiary Corporations.** The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of the airstrip and related service areas or of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of Members.

Section 2. General Duties and Powers of the Association.

In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generalities thereof, the Association shall:

(a) Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of legal actions, and the promulgation of association rules. Such rules may include the establishment of a system of fines and penalties enforceable as special assessments.

(b) Maintain such policy or policies of insurance, including hazard and liability insurance for Common Properties, as the Board of Directors deems necessary or desirable in furthering the purpose of protecting the interests of the Association and its members.

(c) Contract with independent contractors to manage or to perform all or any part of the duties and responsibilities of the Association.

(d) Establish and maintain a working capital and contingency fund.

(e) Maintain and operate the Common Property in such fashion as it deems necessary and appropriate.

(f) Provide for an Architectural Review Committee.

Section 3. Articles, Bylaws and Rules. The Association shall have the power to adopt, amend, and repeal articles, bylaws and such rules and regulations as it deems reasonable; provided that the provisions thereof are not in conflict with this Declaration. The adoption of articles and bylaws shall be performed in conformance with applicable law for nonprofit corporations incorporated in the State of Alaska.

Article IV

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by the founding documents to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no

event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot or Living Unit in which it holds the interest required for membership by Section 1 provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1986.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to vote for each Lot or Living Unit in which it holds the interest required for membership under Section 1.

Section 3. Board of Directors.

(a) The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

(b) Powers and Duties of the Board of Directors. The Board of Directors may:

(1) adopt and publish rules and regulations governing the use of the Common Properties, and to establish penalties for the infraction thereof;

(2) suspend the voting rights and right to use of the Common Properties of a member during any period in which such member shall

be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(3) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(4) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(5) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(c) Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

(1) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(2) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(3) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(4) mail written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(5) foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(6) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(7) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(8) cause the Common Properties to be maintained, operated, and available for use of the Members.

(9) appoint an Architectural Review Board; and

(10) hear appeals of decisions of the Architectural Review Board.

Article V

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same; but notwithstanding any provision herein, the Developer hereby covenants, for

itself, its heirs and assigns that it shall convey title to the Common Properties, not including improvements, increases, and extensions to the same to the Association, free and clear of all liens and encumbrances, not later than December 31, 1987. The Association shall assume all responsibilities for operation and maintenance at such time.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer, and of the Association in accordance with its Articles and Bylaws, to improve the Common Properties and to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable fees for the use of the Common Properties; and

(e) the right of the Association, acting by and through its board of directors, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the board of directors, provided that no such dedication or transfer shall be effective unless the public agency, authority, or utility agrees to use the same for the same purposes for which they have been held by the Association.

Section 4. Delegation of Use. Every Member shall have the right to extend use of Common Properties to members of his or her family, invitees, lessees, or other guests.

Article VI

Covenant for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. The Developer, for each Lot and Living Unit owned by it within the Properties, hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each

such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Annual Assessments. The purpose of annual assessments shall be used exclusively to promote the health, safety, and welfare of the Members and in particular to improve, maintain, and operate the Common Properties, including funding of appropriate reserves for future repair and replacement.

Section 3. Maximum. Until the first day of the first fiscal year following commencement of assessments, the maximum Annual Assessment shall be five hundred dollars (\$500.00).

Section 4. Change in Maximum. From and after the first day of the first fiscal year immediately following the commencement of assessments, the Board of Directors may increase the maximum each year by the greater of (1) not more than five percent (5%) of the maximum for the current fiscal year, or (2) the percentage increase, if any, over the twelve-month period ending five months before the start of the fiscal year in the Consumer Price Index for all items, as published by the U.S. Department of Labor, for Anchorage, Alaska, or its equivalent. Such increase shall become effective the first day of the next fiscal year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 2 hereof, 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 or reconstruction, unexpected

repair or replacement of the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance. Said notice shall set forth the purpose of the meeting.

Section 6. Amendment to Maximum of Annual Assessments. The Association may change the maximum of the General Assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance. Said notice shall set forth the purpose of the meeting. The limitations of Section 3 hereof shall not apply to any change in the maximum of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 4 hereof.

Section 7. Quorum for Any Action Authorized Under Sections 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice

requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall be made for the calendar year and shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided in Section 2 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter made subject to this Declaration.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such period

and shall, at all times, prepare and keep a roster of the properties and assessments applicable thereto, which shall be open to inspection by any Owner.

Written notice of assessment shall thereupon be sent to every Owner subject thereto.

Section 10. Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest and costs of collection as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within ninety (90) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten and one-half percent (10.5%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, and there shall be added to the amount of such assessment a reasonable amount for costs and attorneys fees.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of

foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use; and (2) all Common Properties.

Section 13. Equal Assessments. Every Lot and Living Unit subject to the assessments provided in this Article shall be subject to equal assessments. Lots containing more than one Living Unit (fully constructed and available for occupancy) shall be assessed in accordance with the number of Living Units located on the Lot.

Article VII

Protective Covenants Regarding Use of Property

Section 1. Land Use and Building Type. No Lot shall be used except for single-family residential and recreational purposes. No Lot shall be used as a dumping area for rubbish, trash, garbage, junk vehicles, equipment, or wreckage.

Section 2. Number of Dwellings. There may be only one residential dwelling per Lot.

Section 3. Building Location. No structure shall be located nearer than 25 feet to any side or rear Lot line or 75 feet from the ordinary high water line of Lake Clark.

Section 4. Sewage Disposal. All sewage disposal systems shall be designed, located and constructed in accordance with the requirements

and standards of the Department of Environmental Conservation and any other governmental authority that may have jurisdiction at the time of the installation of such system.

Section 5. Subdivision of Lots. No Lot may be subdivided.

Section 6. Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind may be used as a living area while located in the subdivision; however, trailers or temporary structures may be used during initial construction or the adding of improvements on any Lot; provided that they shall be removed within a reasonable time upon completion of the construction.

Section 7. Quality and Maximum Height. Each single family residence shall be substantial and permanent. No resident shall have a maximum height more than 25 feet above ground level. Structures shall be in harmony as to external design and location with surrounding structures and topography.

Section 8. Time for Construction. Construction of any residence in the subdivision must be completed within 18 months after written plans are approved by the Architectural Review Board and excavation for construction is commenced.

Section 9. Noxious and Offensive Activities. No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. No repair or restoration or any Owner vehicle, boat, trailer, aircraft or other vehicles shall be permitted on any portion of any Lot except for emergency repairs thereto. No commercial activity of any kind shall be carried on or upon any Lot.

Section 10. Any generator used for electric power must be fitted with mufflers or otherwise silenced so as to create a minimum of noise. No generator shall be used to produce electric power, except in an emergency basis after electric powerlines are installed adjacent to any Lot.

Section 11. No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. No vicious dog shall be kept on any lot.

Section 12. Use of Sand and Gravel. No sand, gravel and rock may be removed from any subdivision lot for commercial purposes; and there shall be no use of sand and gravel and rock from within any subdivision lot for construction purposes, other than construction within such lot for sewer or water lines, access roads or non-commercial residential buildings. This section may not be amended, modified, or revoked without the consent of the Nondalton Native Corporation.

Section 13. Utility Lines. Utility lines, including lines for electrical power and telephone service, shall be installed underground.

Article VIII

Architectural Review Board

Section 1. Review of Plans. No construction of any building, dock, or other structure shall be commenced, nor shall any structure be erected or maintained upon the property described in Exhibit A or on any property described in a Supplementary Declaration which specifically incorporates the provisions of this Article, nor shall any exterior addition to or change or alteration in any structure be made until

approval has been given by the Architectural Review Board of the plans, and specifications showing the nature, kind, shape, height, material, exterior color and surface, and location of such structure. Before granting such approval, the Architectural Review Board shall in its reasonable judgment determine if the plans and specifications conform to the protective covenants regarding use of property described in Article VII or protective covenants regarding use, if any, described in the Supplemental Declaration providing for review. In the event the Architectural Review Board fails to approve or disapprove any such plans and specifications within sixty (60) days after the same have been submitted to it, such plans and specifications shall be deemed approved.

Section 2. Appointment of Architectural Review Board. The Board of Directors of the Association shall appoint the Architectural Review Board and it shall consist of not less than three members. The members need not be Owners.

Section 3. Appeal of Decisions of the Architectural Review Board. Appeal of decisions of the Architectural Review Board may be made to the Board of Directors of the Association. Appeals may be taken by written notice to the Board, not more than thirty (30) days following the final decision of the Architectural Review Board. Within sixty (60) days following the receipt of such notice of appeal, the Board of Directors shall render a decision with respect to the appeal. Failure of the Board or Directors to render a decision within said sixty day period shall be deemed a decision in favor of the appellant.

Section 4. General Provisions Regarding Architectural Review Board. The Architectural Review Board may establish reasonable rules

in connection with its review of plans and specifications, including without limitation, the establishment of architectural standards and requirements regarding procedure and payment of costs of review. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

Article IX

General Provisions

Section 1. Amendment. Except for the provisions contained in Articles VII and VIII, this Declaration may be amended, modified, or revoked at any time prior to the conveyance to the Association of title to the Common Properties, as provided in Article V, Section 2. No amendment shall relieve the Developer of any contractual obligation undertaken to any Owner of a Lot or Living Unit.

Section 2. Quorum. Except as specifically provided herein, the Association may provide in its Articles or Bylaws for the quorum necessary at any meeting or for any action.

Section 3. Notice to Mortgagees. Upon written request for notice, the holder of any duly recorded mortgage against any lot shall be entitled to receive a copy of any and all notices permitted or required to be given to Members.

Any first Mortgagee of a Lot may file a copy of its mortgage with the Association. After the filing of the mortgage, the Association shall give such Mortgagee prompt notice of any default in the mortgagor's assessment obligations not cured within thirty (30) days of the date of default, and the Mortgagee, at its option may pay any delinquent charges, assessments, costs and expenses. Any first Mortgagee shall have the right to examine the books and records of the Association,

and require the submission of annual reports and other reasonably pertinent financial data to it.

Section 4. Notices. Any notice required to be sent to any Member, Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Owner or Mortgagee on the records of the Association at the time of such mailing. Each Member, Owner or Mortgagee shall designate in writing its address for notices.

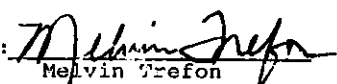
Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

DECLARANT

NONDALTON NATIVE CORPORATION

By: 
F. Don Anderson
Executive Director

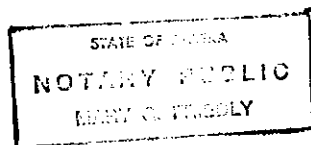
By: 
Melvin Trefon
Land Manager

BOOK 11 PAGE 428
Hiamna Recording District

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6 day of Feb, 1984,
before me the undersigned notary public in and for the State of Alaska, personally
appeared F. Don Anderson, known to me to be the Executive Director of
Nondalton Native corporation, and he acknowledged to me that he has read the
foregoing, knows the contents thereof, and signs the same on behalf of said
corporation as its free and voluntary act and deed, and pursuant to authority
of its Board of Directors.

WITNESS MY HAND and seal the day and year in this certificate first
above written.

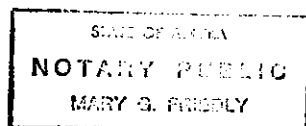


Mary G. Friedly
Notary Public in and for Alaska
My commission expires: March 20, 1985

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6 day of Feb, 1984,
before me the undersigned notary public in and for the State of Alaska,
personally appeared Melvin Trefon, known to me to be the Land Manager
of Nondalton Native Corporation, and he acknowledged to me that he has
read the foregoing, knows the contents thereof, and signs the same
on behalf of said corporation as its free and voluntary act and
deed, and pursuant to authority of its Board of Directors.

WITNESS MY HAND and seal the day and year in this certifi-
cate first above written.

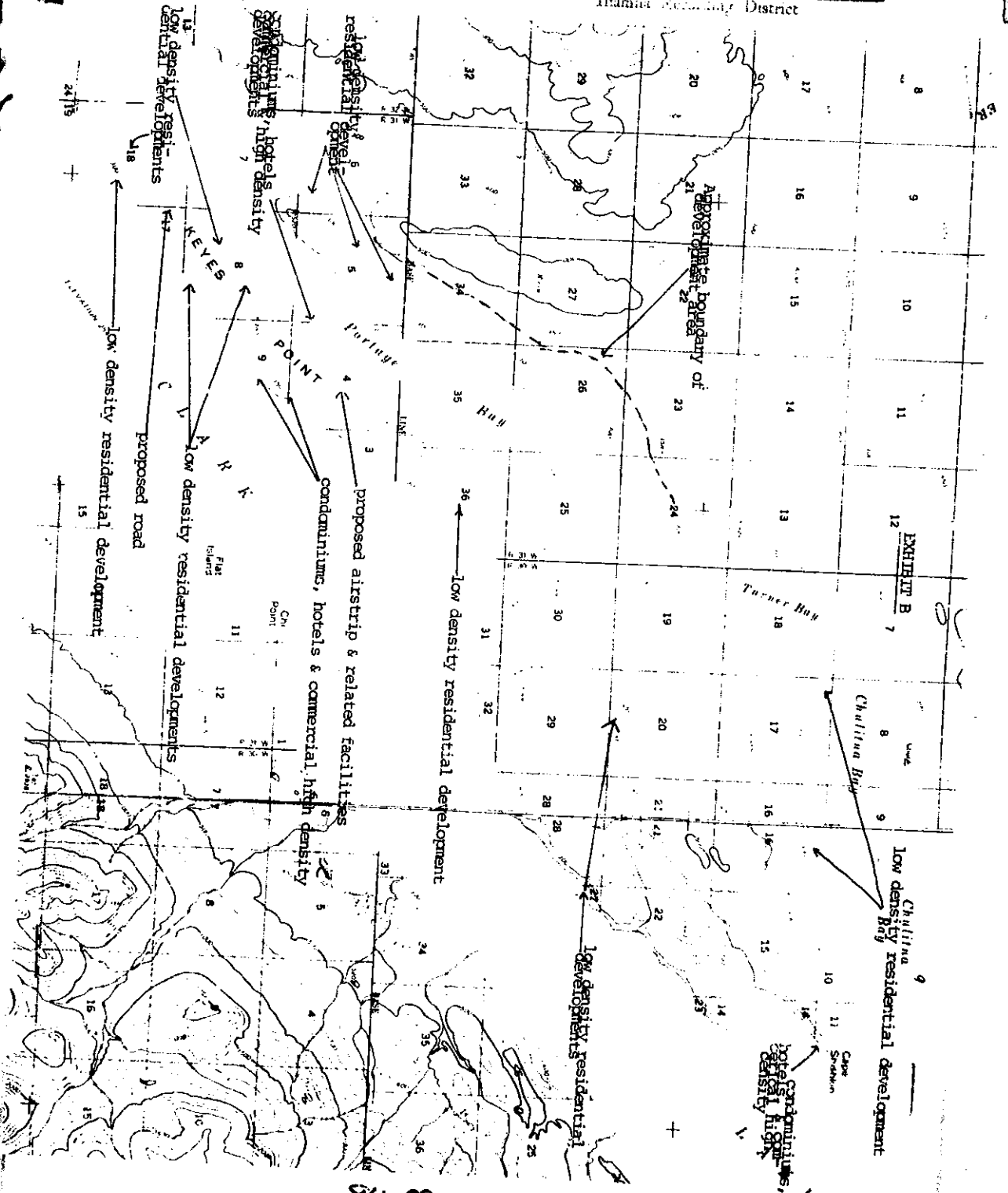


Mary G. Friedly
Notary Public in and for Alaska
My commission expires: March 20, 1985

BOOK 11 PAGE 429
Iliamna Recording District

EXHIBIT A

All lots contained in blocks 1-3, 6-13, and 15-17 of the Keyes Point Subdivision, according to Plat No. 84-2, records of the Iliamna Recording District, Third Judicial District, State of Alaska. This description does not include any parcels designated as "tracts" on the above described plat.



84-29
 RECORDED - 9500
 Iliamna
 2-7 84
 1:00 P
 LAND TIME

COVENANTS, CONDITIONS, AND RESTRICTIONS

These covenants, conditions, and restrictions are made this 7th day of February, 1984, by the undersigned, Nondalton Native Corporation, an Alaska corporation, hereinafter referred to as the "Developer." The covenants, conditions, and restrictions contained herein run with the land, and are binding upon all the following described real property:

All lots contained in blocks 4, 5, and 14, and tracts A, B, and C of the Keyes Point Subdivision, according to Plat No. 842, records of the Iliamna Recording District, State of Alaska.

These covenants, conditions, and restrictions may be enforced by all owners of the properties described herein, and in addition by the Developer, its heirs and assigns. These covenants, conditions, and restrictions may not be amended, revoked, or modified unless by the unanimous consent of all owners of the real property described above, and in addition by the Nondalton Native Corporation, an Alaska corporation.

These covenants, conditions, and restrictions do not incorporate by reference and do not make applicable to the real property described herein the terms and conditions of that certain Keyes Point Declaration of Covenants, Conditions, and Restrictions recorded at Pages 11, Book 401, records of the Iliamna Recording District, State of Alaska.

The Developer, for the real property described above, hereby covenants, and each owner of any of the real property described above by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, agrees that no sand, gravel, or rock from any lot or tract for commercial purposes, and there shall be no use of sand, gravel, and rock from within any lot or tract for construction purposes, other than construction within such lot for sewer or water lines, access roads, or non-commercial residential buildings.

BOOK 11 PAGE 432
Iliamna Recording District

DATED this 6th day of February, 1984.

NONDALTON NATIVE CORPORATION

By: F. Don Anderson
F. Don Anderson
Executive Director

By: Melvin Trefon
Melvin Trefon
Land Manager

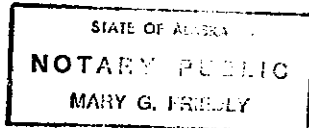
84-30

RECORDED - FILED	11:00
Iliamna	REC. DIST.
DATE	2-7 1984
TIME	1:01 P.M.
Document	Land Title
Address	

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 6 day of Feb., 1984, before me the undersigned notary public in and for Alaska, personally appeared F. Don Anderson, known to me to be the Executive Director of Nondalton Native Corporation, and he acknowledged to me that he has read the foregoing, knows the contents thereof, and signs the same on behalf of Nondalton Native Corporation, as its free and voluntary act and deed, by authority of its Board of Directors.

WITNESS MY HAND and seal the day and year in this certificate last above written.

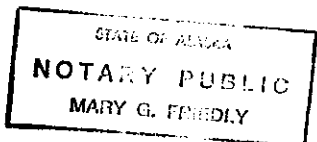


Mary G. Friedly
Notary Public in and for Alaska
My commission expires: March 20, 1985

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 6 day of Feb., 1984, before me the undersigned notary public in and for Alaska, personally appeared Melvin Trefon, known to me to be the Land Manager of Nondalton Native Corporation, and he acknowledged to me that he has read the foregoing, knows the contents thereof, and signs the same on behalf of Nondalton Native Corporation, as its free and voluntary act and deed, by authority of its Board of Directors.

WITNESS MY HAND and seal the day and year in this certificate last above written.



Mary G. Friedly
Notary Public in and for Alaska
My commission expires: March 20, 1985

KEYES POINT SUPPLEMENTAL DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 13 day of November, 1984, by the undersigned Nondalton Native Corporation, hereinafter referred to as the "Developer."

A-2154
In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, (CCR's) recorded on the 7th day of February, 1984, Book 11 of the Iliamna Recording District, specifically Article II, Section 2 (a), the above Developer elects to adopt and/or change certain portions of the aforementioned declaration on the real property described in Exhibit "A" of this Supplemental Declaration and desires to create thereon the SECOND section of the community of Keyes Point as a planned community with common properties for the benefit of the said community.

PREAMBLE: Adopted In Its Entirety.

ARTICLE I; Definitions; Section 1 thru Section 10 and Section 12 thru Section 21 are Adopted In Their Entirety.

Section 11 Is Changed To Read:

"Section 11. "Hotel/Lodge" shall mean and refer to commercial establishments providing rooms and living facilities on a night-to-night basis, full time, to not less than ten (10) members of the public. Each room or unit within a hotel/lodge rented as sleeping quarters for a single family shall be deemed a living unit.

ARTICLE II: Adopted In Its Entirety.

ARTICLE III: Adopted In Its Entirety.

ARTICLE IV: Adopted In Its Entirety.

ARTICLE V: Adopted In Its Entirety.

ARTICLE VI: Adopted In Its Entirety.

ARTICLE VII: Is Changed As Follows:

Section 1. Land & Building Use Type is changed to read:

"Section 1. Land Use and Building Type. Except as provided for herein, no Lot shall be used except for single-family residential and recreational purposes. Provided, however, commercial use is allowed on Block 14 and Tract "B" as follows:

KEYES POINT SUPPLEMENTAL DECLARATION #1
Page -2-

I. BUSINESS & COMMERCIAL DISTRICT (B-1)

The following statement of intent and use regulations shall apply in the B-1 district, consisting of the following area of the Keyes Point Subdivision:

Block 14, Lots 7, 8, 9, 10, and 11

- A. The purpose of the B-1 district is to encourage the establishment of areas for less intensive commercial business uses than in other commercial districts. B-1 commercial business uses are intended to meet the daily needs of Keyes Point residents. The district is intended to be small and compactly designed.
- B. All permitted principal uses and structures must comply with the CCR's and be approved by the ARB. Subject to the foregoing, the permitted principal uses and structures are:
 - 1. non-commercial parks, playgrounds and government buildings in keeping with the character of the district;
 - 2. libraries;
 - 3. medical and dental offices, law offices, offices of accountants, engineers and other professions regulated under State law;
 - 4. family residential care, day care and 24 hour child care facilities;
 - 5. insurance and real estate offices;
 - 6. retail pastry shops;
 - 7. bookstores and card shops;
 - 8. photo and art studios;
 - 9. furrier or taxidermy outlet;
 - 10. the raising of vegetables, produce and fruit crops, including a temporary stand for the sale of products grown on the premises; provided that any temporary stand constructed for trade of products shall be subject to approval by the ARB.

C. Permitted accessory uses and structures. Accessory uses and structures customarily incidental to any permitted principal uses listed in "B" above of this section. As a permitted principal use, one dwelling unit may be occupied as an accessory use.

D. Prohibited uses and structures:

1. drive-in eating establishments;
2. any use of a kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line of the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience;
3. dumping areas for garbage, rubbish, trash, junk vehicles, equipment or wreckage.

E. Any use of B-1 property must meet the minimum lot and yard standards, height and signage requirements and use restrictions as set forth herein.

F. Ground cover. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be left, to the maximum extent possible, in their natural undisturbed state or failing that, a state that is representative of the conservative utilization of nature.

G. Maximum lot coverage by all buildings shall not exceed ten (10) per cent.

II. BUSINESS & COMMERCIAL DISTRICT (B-2)

The following statement of intent and use regulations shall apply in the B-2 district, consisting of the following area of the Keyes Point Subdivision:

Block 14, Lots 1, 2, 3, 4, 5, 6, 23, 24, 25, and 26

KEYES POINT SUPPLEMENTAL DECLARATION #1
Page -4-

- A. The purpose of the B-2 district is to encourage the establishment of areas for general commercial business uses which tend to meet the daily needs of Keyes Point residents. The district is intended to be small and compactly designed.
- B. All permitted principal uses and structures must comply with the CRR's and be approved by the ARB. Subject to the foregoing, the permitted principal uses and structures are:
1. grocery stores, delicatessens and food specialty shops;
 2. meat and seafood markets;
 3. retail bakeries;
 4. hardware stores;
 5. shoe repair shops;
 6. bookstores and card shops;
 7. drugstores;
 8. self-service laundry and dry cleaning;
 9. beauty shops and barbershops;
 10. restaurants, cafes and tearooms;
 11. knit shops and dry goods;
 12. photo and art studios;
 13. post offices;
 14. furriers, taxidermy and jewelry stores;
 15. float plane bases and marinas;
 16. aircraft and marine repair shops;
 17. non-commercial parks and playgrounds;
 18. government buildings in keeping with the character of the area;
 19. libraries;
 20. medical and dental offices;
 21. law offices and offices of accountants and engineers;
 22. other professions regulated under State law;
 23. family residential care and day care facilities;
 24. insurance and real estate offices;
 25. gasoline/service stations;
 26. commercial recreation establishments;
 27. bowling alleys, pool halls and amusements arcades;
 28. private garages;
 29. the raising of vegetables, produce and fruit crops, including a temporary stand for the sale of products grown on the premises; provided that any temporary stand constructed for trade of products shall be subject to approval by the ARB.
- C. Permitted accessory uses and structures. Accessory uses and structures customarily incidental to any permitted principal uses listed in B above of this section. As a permitted principal use, one dwelling unit may be occupied as an accessory use.

KEYES POINT SUPPLEMENTAL DECLARATION #1
Page -5-

D. Prohibited uses and structures:

1. drive-in eating establishments;
2. any use of a kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line of the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience;
3. dumping areas for garbage, rubbish, trash, junk vehicles, equipment or wreckage.

E. Any use of B-2 property must meet the minimum lot and yard standards, height and signage requirements and use restrictions as set forth in the CCR's.

F. Ground cover. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be left, to the maximum extent possible, in their natural undisturbed state or failing that, a state that is representative of the conservative utilization of nature.

G. Maximum lot coverage by all buildings shall not exceed ten (10) per cent.

III. HOTEL & LODGE DISTRICT (B-3)

The following statement of intent and use regulations shall apply in the B-3 district, consisting of the following area of the Keyes Point Subdivision:

Tract B and Block 14, Lot 12 through Lot 22.

A. The purpose of the B-3 district is to encourage the establishment of hotel/lodge facilities for public and commercial use.

B. Permitted use and structures:

1. hotels and/or lodges having 10 or more rental units;

KEYES POINT SUPPLEMENTAL DECLARATION #1

Page -6-

2. personal and professional service establishments which are clearly incidental to the operation of the hotel and/or lodge.
- C. Permitted accessory uses and structures. Uses and structures customarily accessory and clearly incidental to permitted principal uses and structures.
- D. Prohibited uses and structures:
 1. manufacturing, except in connection with articles for sale at retail on the premises;
 2. storage or use of mobile homes;
 3. any use of a kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line of the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience;
 4. dumping areas for garbage, rubbish, trash, junk vehicles, equipment or wreckage.
- E. Any use of B-3 property must meet the minimum lot and yard standards, height and signage requirements and use restrictions as set forth in the CCR's.
- F. Ground cover. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be left, to the maximum extent possible, in their natural undisturbed state or failing that, a state that is representative of the conservative utilization of nature.
- G. Maximum lot coverage by all buildings shall not exceed ten (10) per cent.

Section 2. Number of Dwellings. is changed to read:

KEYES POINT SUPPLEMENTAL DECLARATION #1
Page -7-

"Section 2. Number of Structures. There shall be no more than one commercial structure per lot, a second residential structure may be allowed at the discretion of the Architectural Review Board. The number of structures on Tract B shall be determined prior to construction and approved by the Architectural Review Board, which approval shall not be unreasonably withheld."

Section 3. Adopted In Its Entirety.

Section 4. Adopted In Its Entirety.

Section 5. Subdivision of Lots is changed to read:

"Section 5. Replat and Subdivision of Lots. No Lot may be subdivided except as provided in this section. An Owner of a Tract or of contiguous lots may remove property and/or lot lines in order to replat a particular portion of the subdivision, provided that any subsequent subdivision or replat shall not contain parcels of less than 2.4 acres. Any such subdivision or replat, unless done by the Developer, must be approved, in advance, by Developer or its designee, which approval shall not be unreasonably withheld. Other than replats by the Developer, if contiguous lots are replatted into one tract, the number of structures on such tract is one per 2.4 acres. Any additional structures must be approved by the ARB, in writing, prior to construction."

Section 6. Adopted In Its Entirety.

Section 7. The words "single family residence" are changed to "facility or structure."

Section 8. The words "residence" is changed to read "facility or structure."

Section 9. The last sentence is changed to read "Only approved commercial activity of any kind shall be permitted on each lot or tract." and the following sentence is added, "No hydroplanes, racing boats or other loud noxious activities shall be allowed to operate on or from any lot in the subdivision."

Section 10 thru Section 13. Adopted In Their Entirety.

Section 14 is added as follows:

"Section 14. Signs. All signs shall come under the control of the Architectural Review Board (ARB). Any signs must be approved by the ARB before installation and be maintained by the sign owner in a manner acceptable to the ARB. In general, signs shall conform to the natural

KEYES POINT SUPPLEMENTAL DECLARATION #1
Page -8-

surroundings, shall not exceed 4 feet in height by 8 feet in length by 2 feet in thickness, nor shall any sign be mounted so that any portion is more than 10 feet above the general surrounding ground level. Sign lighting, if any, shall be indirect and otherwise constructed to protect the integrity of the subdivision. No signs or bill boards shall be allowed on road or utility easements except for general information and directive signs and maps approved by the ARB. Any sign not in compliance with this section shall be removed by the ARB at the expense of the sign owner, provided that notice of non-compliance and order to remove must be given to the sign owner, in writing, at least ten (10) days before the ARB removes the sign.

ARTICLE VIII: Adopted In Its Entirety.

ARTICLE IX: Adopted In Its Entirety.

DECLARANT

NONDALTON NATIVE CORPORATION

By: F. Don Anderson
F. Don Anderson
Executive Director

By: Melvin Trefon
Melvin Trefon
Director of Lands

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on this 12th day of November, 1984, before me, the undersigned Notary Public in and for the state of Alaska, duly commissioned and sworn as such, personally came Melvin Trefon to me known to be the Director of Lands of Nondalton Native Corporation and acknowledged to me that he signed the foregoing instrument as the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and being authorized to do so.

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

Diane L. Armstrong
Notary Public in and for Alaska
My Commission Expires: May 10 1985



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on this 13th day of November, 1984, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came F. Don Anderson to me known to be the Executive Director of Nondalton Native Corporation and acknowledged to me that he signed the foregoing instrument as the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and being authorized to do so.

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

Cherry L. Kuylenstierna

NOTARY PUBLIC in and for Alaska
My Commission Expires: 2-4-87

EXHIBIT "A"

All lots contained in Blocks 14 plus Tract "B" of the Keyes Point Subdivision, according to Plat No. 84-2, records of the Iliamna Recording District, Third Judicial District, State of Alaska.

84-623

RECORDED - FILED 35	
ILIAMNA REC. DIST.	
DATE 11-14	19 84
TIME 1:20	P M
Requested by Land Title	
Address	

KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

A-3560 This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to adopt and/or change certain portions of the aforementioned declaration on the real property described below and cause said property to be presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions, as modified herein. The real property subject to this Supplemental Declaration is described as follows:

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6) of Block Four (4), Keyes Point Subdivision, Plat 84-2, Records of the Iliamna Recording District, State of Alaska.

The aforesaid declaration is adopted and modified as follows:

PREAMBLE: Adopted In Its Entirety.

ARTICLE I: Adopted In Its Entirety.

ARTICLE II: Adopted In Its Entirety.

ARTICLE III: Adopted In Its Entirety.

ARTICLE IV: Adopted In Its Entirety.

ARTICLE V: Adopted In Its Entirety.

ARTICLE VI: Adopted In Its Entirety.

ARTICLE VII: Is Changed As Follows:

Section 1. Land & Building Use Type is changed to read:

"Section 1. Land Use and Building Type. Except as provided for herein, no lot shall be used except for single-family residential and recreational purposes. Provided, however, commercial use is allowed as follows:

I. BUSINESS & COMMERCIAL DISTRICT (B-4)

The following statement of intent and use regulations shall apply in the B-4 district, consisting of the following area of the Keyes Point Subdivision:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Four (4).

- A. The purpose of the B-4 district is to encourage the establishment of areas for general commercial business uses which tend to meet the daily needs of the Keyes Point residents and to encourage the establishment of hotel/lodge facilities for public and commercial use. The district is intended to be small and compactly designed.
- B. All permitted principal uses and structures must comply with the CRR's and be approved by the ARB. Subject to the foregoing, the permitted principal uses and structures are:
 - 1. grocery stores, delicatessens and food specialty shops;
 - 2. meat and seafood markets;
 - 3. retail bakeries;
 - 4. hardware stores;
 - 5. shoe repair shops;
 - 6. bookstores and card shops;
 - 7. drugstores;
 - 8. self-service laundry and dry cleaning;
 - 9. beauty shops and barbershops;
 - 10. restaurants, cafes and tearooms;
 - 11. knit shops and dry goods;
 - 12. photo and art studios;
 - 13. post offices;
 - 14. furriers, taxidermy and jewelry stores;
 - 15. float plane bases and marinas;
 - 16. aircraft and marine repair shops;
 - 17. non-commercial parks and playgrounds;
 - 18. government buildings in keeping with the character of the area;
 - 19. libraries;
 - 20. medical and dental offices;
 - 21. law offices and offices of accountants and engineers;
 - 22. other professions regulated under State law;
 - 23. family residential care and day care facilities;
 - 24. insurance and real estate offices;
 - 25. gasoline/service stations;
 - 26. commercial recreation establishments;
 - 27. bowling alleys, pool halls and amusement arcades;
 - 28. private garages;
 - 29. the raising of vegetables, produce and fruit crops, including a temporary stand for sale of products grown on the premises; provided that any temporary stand constructed for trade of products shall be subject to approval by the ARB.
 - 30. hotels and/or lodges.
 - 31. personal and professional service establishments which are incidental to the operation of the hotel and/or lodge.
- C. Permitted accessory uses and structures. Accessory uses and structures customarily incidental to any permitted principal uses listed in B above of this section. As a permitted principal use, one dwelling unit may be occupied as an accessory use.
- D. Prohibited uses and structures:

1. drive-in eating establishments;
2. any use of a kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line or the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience;
3. dumping areas for garbage, rubbish, trash, junk vehicles, equipment or wreckage.
4. manufacturing, except in connection with the articles for sale at retail on the premises.
- E. Any use of B-4 property must meet the minimum lot and yard standards, height and signage requirements and use restrictions as set forth in the CCR's.
- F. Ground cover. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be left, to the maximum extent possible, in their natural undisturbed state or failing that, a state that is representative of the conservative utilization of nature.
- G. Maximum lot coverage by all buildings shall not exceed ten (10) percent.

Section 2. Number of Dwellings is changed to read:

"Section 2. Number of Structures. There shall be no more than one commercial structure per lot. A second residential structure on a lot may be allowed at the discretion of the Architectural Review Board. On tracts the number of structures may exceed the limit for lots. However, the number of structures on tracts shall be determined prior to construction and approved by the Architectural Review Board, which approval shall not be unreasonably withheld.

Section 3. Adopted In Its Entirety.

Section 4. Adopted In Its Entirety.

Section 5. Subdivision of Lots is changed to read:

"Section 5. Replat and Subdivision of Lots. No lot may be subdivided except as provided in this section. An owner of a tract may subdivide a tract. The owner of contiguous lots may remove property and/or lot lines in order to replat a particular portion of the subdivision. Any subsequent subdivision or replat shall not contain parcels of less than 1.5 acres. Any such subdivision or replat, unless done by the Developer, must be approved, in advance, by the Developer, or its designee, which approval shall not be unreasonably withheld.

Section 6. Adopted In Its Entirety.

Section 7. The words "single family residence" are changed to "facility or structure."

Section 8. The words "residence" is changed to read "facility or structure."

Section 9. The last sentence is charged to read "Only approved commercial activity of any kind shall be permitted on each lot or tract," and the following sentence is added, "No hydroplanes, racing boats or other loud noxious activities shall be allowed to operate on or from any lot in the subdivision."

Section 10 thru Section 13. Adopted In Their Entirety.

Section 14 is added as follows:

"Section 14. Signs. All signs shall come under the control of the Architectural Review Board (ARB). Any signs must be approved by the ARB before installation and be maintained by the sign owner in a manner acceptable to the ARB. In general, signs shall conform to the natural surroundings, shall not exceed 4 feet in height by 8 feet in length by 2 feet in thickness, nor shall any sign be mounted so that any portion is more than 10 feet above the general surrounding ground level. Sign lighting, if any, shall be indirect and otherwise constructed to protect the integrity of the subdivision. No signs or bill boards shall be allowed on road or utility easements except for general information and directive signs and maps approved by the ARB. Any sign not in compliance with this section shall be removed by the ARB at the expense of the sign owner, provided that notice of non-compliance and order to remove must be given to the sign owner, in writing, at least ten (10) days before the ARB removes the sign.

ARTICLE VIII: Adopted In Its Entirety.

ARTICLE IX: Adopted In Its Entirety.

DATED this 2 day of February, 1987.

KIJIK CORPORATION, which took title as, and was formerly known as, NONDALTON NATIVE CORPORATION

By: Dennis Trefon
Dennis Trefon
President

By: Melvin Trefon
Melvin Trefon
Director of Lands

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of February, 1987, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Dennis Trefon and Melvin Trefon of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the President and Director of Lands, respectively, of said corporation and acknowledged to me that they signed the foregoing document freely and voluntarily for and

on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Sarah T. Clambert
Notary Public, State of Alaska
My Commission Expires: 2/10/90



After Recording Mail To:
Kijik Corporation
4155 Tudor Centre Dr., Su. 104
Anchorage, Alaska 99508

87-57

RECORDED - FILED 22 CC	
DIAMLA	REC. DIST.
DATE 2/6	1987
TIME 3:50 P	M
Requested by	EFCAI
Address	

KEYES POINT SUPPLEMENT DECLARATION OF
COVENANTS, CONDITIONS, & RESTRICTIONS

This declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

On the 7th day of February, 1984, at Book 11, Pages 401-430, of the Iliamna Recording District, the Developer recorded the Keyes Point Declaration of Covenants, Conditions and Restrictions subjecting all lots contained in Block 11 of the Keyes Point Subdivision, Plat No. 84-2, records of the Iliamna Recording District, to be held, transferred, sold, conveyed, and occupied subject to the terms and conditions contained within said declaration. On September 12, 1986, the Developer replatted Block 11 by recording the plat for Keyes Point Subdivision, Addition No. 1, Plat No. 86-6, records of the Iliamna Recording District.

By this declaration, the Developer reaffirms its intention and previous declaration that all lots contained in Block 11, be subject to the aforesaid Keyes Point Declaration of Covenants, Conditions, & Restrictions recorded on the 7th day of February, 1984 at Book 11, Pages 401-430 in the Iliamna Recording District. Said real property is described as follows:

Lots One (1) through Thirteen (13), inclusive, Block 11, Keyes Point Subdivision, Addition No. 1, Plat No. 86-6, records of the Iliamna Recording District, Third Judicial District, State of Alaska.

DEVELOPER/KIJIK CORPORATION,
formerly known as NONDALTON
NATIVE CORPORATION

DATED: Feb. 20, 1987

By: Melvin Trefon
Melvin Trefon
Director of Lands

DATED: Feb. 23, 1987

By: Dennis Trefon
Dennis Trefon, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 23rd day of February, 1987, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared MELVIN TREFON and DENNIS TREFON of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the Director of Lands and the President, respectively, of said corporation and acknowledged to me that they signed the foregoing document freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal, the day and year last above written.

Sarah T. Claubert
Notary Public, State of Alaska
My Commission Expires: 2/6/90

87-278

ILLIAMNA

June 25 87

1:17 P

KIJIK PETH CASH Acct

1155 Tudor Centre #104

RETURN TO:
KIJIK CORP.
4155 Tudor Centre Dr.
Suite 104
Anchorage, AK 99516

VOLLINTINE, TAYLOR & CAREY
ATTORNEYS AT LAW
801 "B" STREET, SUITE 200
ANCHORAGE, ALASKA 99501
907-276-3144

**KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. Kijik Corporation is hereinafter referred to as the "Developer."

In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to subject the below-described real property and cause it to presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions. The real property subject to this Supplemental Declaration of Covenants, Conditions and Restrictions is described as follows:

Tract "C", KEYES POINT SUBDIVISION, Plat No. 84-2,
records of the Iliamna Recording District, Third Judicial
District, State of Alaska.

DATED this 16 day of January, 1992.

DEVELOPER
KIJIK CORPORATION
formerly known as Nondalton
Native Corporation

By: James C. Johnson
Its: President

**STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)**

THIS IS TO CERTIFY that on this 16th day of January, 1992, before me, the undersigned notary public in and for the State of Alaska, personally appeared Eleanor M. C. Johnson of KIJIK CORPORATION, formerly known as Nondalton Native Corporation, and he acknowledge to me that he has read the same, knows the contents thereof, and signs the same on behalf of said corporation as its free and voluntary act, by authority of its board of directors, for the uses and purposes therein mentioned.

WITNESS MY HAND and seal the day and year in this
certificate last above written.

Sarah T. Clumpitt
Notary public in and for Alaska
My commission expires: 2-10-94

Return to: TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 278-1136

92-13

RECORDED - FILED 15-
Liamna REC. DIST.
DATE 1/24 1992
TIME 12:45 P.M.
Received by Taylor + Nanton
Address

BOOK 21 PAGE 316
Iliamna Recording District

KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITION AND RESTRICTIONS

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation, and by Robert B. Gillam. The Kijik Corporation is hereinafter referred to as the "Developer". Mr. Gillam is hereinafter referred to as the "Owner".

In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to adopt and/or change certain portions of the aforementioned declaration on the real property described below and cause said property to be presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions, as modified herein. The Owner joins the Developer in causing said real property to presently and in the future be held, transferred, sold, and conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions, as modified herein. The real property subject to this Supplemental Declaration is described as follows:

TRACT "A", Keyes Point Subdivision, Plat 84-2, Records of the Iliamna Recording District, State of Alaska.

453536
TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

The aforesaid declaration is adopted and modified as follows:

PREAMBLE: Adopted In Its Entirety.
ARTICLE I: Adopted In Its Entirety.
ARTICLE II: Adopted In Its Entirety.
ARTICLE III: Adopted In Its Entirety.
ARTICLE IV: Adopted In Its Entirety.
ARTICLE V: Adopted In Its Entirety.
ARTICLE VI: Adopted In Its Entirety.
ARTICLE VII: Is Changed As Follows:

Section 1. Land & Building Use Type is changed to read:

"Section 1. Land Use and Building Type. Except as provided for herein, no Lot shall be used except for single-family residential and recreational purposes. Provided, however, commercial use is allowed as follows:

I. BUSINESS & COMMERCIAL CLASSIFICATION (B-4)

The following statement of intent and use regulations shall apply to property subject to B-4 Classification, which includes the real property subject to this Supplemental Declaration, and other lots and tracts specifically designated as subject to the B-4 classification in other Supplemental Declaration(s) duly recorded in the records of the Iliamna Recording District.

A. The purpose of the B-4 classification is to encourage the establishment of areas for general commercial business uses which tend to meet the daily needs of the Keyes Point residents and to encourage the establishment of hotel/lodge facilities for public and commercial use. Districts subject to the B-4 classification are intended to be small and compactly designed.

B. All permitted principal uses and structures must comply with the CCR's and be approved by the ARB. Subject to the foregoing, the permitted principal uses and structures are:

1. grocery stores, delicatessens and food specialty shops;
2. meat and seafood markets;

SUPPLEMENTAL DECLARATION
Page 2 of 2

TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 278-6219
FAX (907) 278-1136

3. retail bakeries;
4. hardware stores;
5. shoe repair shops;
6. bookstores and card shops;
7. drugstores;
8. self-service laundry and dry cleaning;
9. beauty shops and barber shops;
10. restaurants, cafes and tearooms;
11. knit shops and dry goods;
12. photo and art studios;
13. post offices;
14. furriers, taxidermy and jewelry stores;
15. float plane bases and marinas;
16. aircraft and marine repair shops;
17. non-commercial parks and playgrounds;
18. government buildings in keeping with the character of the area;
19. libraries;
20. medical and dental offices;
21. law offices and offices of accountants and engineers;
22. other professions regulated under state law;
23. family residential and day care facilities;
24. insurance and real estate offices;
25. gasoline/service stations;
26. commercial recreation establishments;
27. bowling alleys, pool halls and amusement arcades;
28. private garages;
29. the raising of vegetables, produce and fruit crops, including a temporary stand for sale of products grown on the premises; provided that any temporary stand constructed for trade of products shall be subject to approval by the ARB;
30. hotels and/or lodges;
31. personal and professional service establishments which are incidental to the operation of the hotel and/or lodge.

C. Permitted accessory uses and structures. Accessory uses and structures customarily incidental to any permitted principal uses listed in B above of this section. As a permitted principal use, one dwelling unit may be occupied as an accessory use.

D. Prohibited uses and structures:

1. drive-in eating establishments;

SUPPLEMENTAL DECLARATION
Page 3 of 7

TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 278-6219
FAX (907) 278-1136

2. any use of any kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line or the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience;
3. dumping areas for garbage, rubbish, trash, junk vehicles, equipment or wreckage.
4. manufacturing, except in connection with the articles for sale at retail on the premises.

E. Any use of B-1 property must meet the minimum lot and yard standards, height and signage requirements and use restrictions set forth in the CCR's.

F. Ground cover. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installments shall be left, to the maximum extent possible, in their natural undisturbed state or failing that, a state that is representative of the conservative utilization of nature.

G. Maximum lot coverage by all building shall not exceed ten (10) percent.

Section 2. Number of Dwellings is changed to read:

"Section 2. Number of Structures. There shall be no more than one commercial structure per lot. A second residential structure on a lot may be allowed at discretion of the Architectural Review Board. On tracts the number of structures may exceed the limit for lots. However, the number of structure on tracts shall be determined prior to construction and approved by the Architectural Review Board, which approval shall not be unreasonably withheld.

Section 3. Adopted In Its Entirety.

Section 4. Adopted In Its Entirety.

Section 5. Subdivision of Lots is changed to read:

SUPPLEMENTAL DECLARATION
Page 4 of 7

TAYLOR & HANLON, P.C.
717 EAST CRENSHAW AVE
CHICAGO, IL 60641-3903
(312) 376-6279
FAX (312) 273-1136

"Section 5. Replat and Subdivision of Lots. No lot may be subdivided except as provided in this section. An owner of a tract may subdivide a tract. The owner of contiguous lots may remove property and/or lot lines in order to replat a particular portion of the subdivision. Any subsequent subdivision or replat shall not contain parcels of less than 1.5 acres. Any such subdivision or replat, unless done by the Developer, must be approved, in advance, by the Developer, or its designee, which approval shall not be unreasonably withheld.

Section 6. Adopted In Its Entirety.

Section 7. The words "single family residence" are changed to "facility or structure".

Section 8. The words "residence" is changed to read "facility or structure".

Section 9. The last sentence is changed to read "Only approved commercial activity shall be permitted on each lot or tract," and the following sentence is added, "No hydroplanes, racing boats or other loud noxious activities shall be allowed to operate on or from any lot in the subdivision."

Section 10 through Section 13. Adopted In Their Entirety.

Section 14 is added as follows:

"Section 14. Signs. All signs shall come under the control of the Architectural Review Board (ARB). Any signs must be approved by the ARB before installation and be maintained by the sign owner in a manner acceptable to the ARB. In general, signs shall conform to the natural surroundings, shall not exceed 4 feet in height by 8 feet in length by 2 feet in thickness, nor shall any sign be mounted so that any portion is more than 10 feet above the general surrounding ground level. Sign lighting, if any, shall be indirect and otherwise constructed to protect the integrity of the subdivision. No signs or bill boards shall be allowed on road or utility easements except for general information and directive signs and maps approved by the ARB. Any sign not in compliance with this section shall be removed by the ARB at the expense of the sign owner, provided that notice of non-compliance and order to remove must be given to the sign owner, in writing, at least ten (10) days before the ARB removes the sign.

ARTICLE VIII: Adopted In Its Entirety.

ARTICLE IX: Adopted In Its Entirety.

SUPPLEMENTAL DECLARATION
Page 5 of 7

TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 278-6279
FAX (907) 279-1136

BOOK 21 PAGE 321
Iliamna Recording District

Dated this 6th day of July, 1993.

KIJIK CORPORATION, which took
title as, and was formerly known
as, NONDALTON NATIVE CORPORATION

G.O'Keefe

Chief Executive Officer

DATED this 6 day of July, 1993. ^{V.B.P.}

OWNER

Robert B. Gillam by
Robert B. Gillam
Vern L. Padgett
Power of attorney

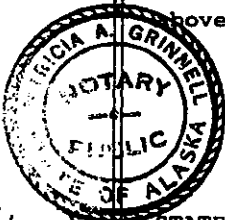
TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 258-8119
FAX (907) 278-1136

SUPPLEMENTAL DECLARATION
Page 6 of 7

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6th day of July, 1993, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared G.F. O'Keefe, Chief Executive Officer of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the President and Vice President, respectively, of said corporation, and acknowledged to me that they signed the foregoing document freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.



Patricia A. Grinnell
Notary Public, State of Alaska
My Commission Expires: 8-3-94

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6th day of July, 1993, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared * Robert B. Gillam, to me known to be the Owner described herein, and acknowledged to me that he signed the foregoing document freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

* Vern L. Padgett, as Attorney
in Fact for



Patricia A. Grinnell
Notary Public, State of Alaska
My Commission Expires: 8-3-94

93-147

RECORDED - FILED <u>33</u> CC	
<u>Shamoa</u> REC. DIST.	
DATE <u>7/8</u>	19 <u>93</u>
TIME <u>8:30</u>	A.M.
Requested by <u>[Signature]</u>	
Address <u>[Signature]</u>	

After Recording
Return to
Kijik Corporation
4165 Tudor Center
Suite 104
Anchorage, AK 99503

TAYLOR & HANSON, P.C.
237 EAST FIREWED LANE
ANCHORAGE, ALASKA 99503

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT**

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation, and is hereinafter referred to as the "Developer". It concerns the following described real property:

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), of Block Four (4), of the Keyes Point Subdivision, Plat No. 84-2, records of the Iliamna Recording District, State of Alaska.

Said property is hereafter referred to as "Lots 1-6, Block 4".

WHEREAS, the Developer has recorded a certain declaration subjecting other real property within the Keyes Point Subdivision to various covenants, restrictions and conditions. Said declaration is entitled "Keyes Point Declaration of Covenants, Conditions and Restrictions," and was recorded on the 7th day of February, 1984, at Book 11, Pages 410-430 of the Iliamna Recording District. The aforesaid declaration is hereinafter referred to as the "Master Covenants";

WHEREAS, pursuant to Article II, Section 2(a) of the Master Covenants, the Developer recorded a supplemental declaration which is entitled "Keyes Point Supplemental Declaration of Covenants, Conditions, and Restrictions," and was recorded February 6, 1987, at Book 15, Page 61 of the records of the Iliamna Recording District.

Review to: Kijik Corp.
4155 Tudor City Dr. #104
Anchorage AK 99508

TAYLOR & HANLON, P.C.
237 EAST BRENNEC LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

tract. The aforesaid declaration is hereinafter referred to as the "The Supplemental Declaration." In said Supplemental Declaration the developer subjected Lots 1-6, Block 4 to the Master Covenants, adopting in their entirety the preamble and Articles I through VI and VIII through IX. With respect to Article VII, a changed version was adopted which subjected Lots 1-6, Block 4 to restrictions on use which are generally less restrictive than those provided by Article VII of the Master Covenants;

WHEREAS the Developer now wishes to restrict Lots 1-6, Block 4 to the more restrictive provisions of Article VII of the Master Covenants;

NOW THEREFORE, the Developer does hereby elect to cause Lots 1-6, Block 4 to be presently and in the future held, transferred, sold, conveyed, and occupied subject to not only the preamble, Articles I through VI and VIII through IX of the Master Covenants, but also Article VII, in its entirety, as adopted and set forth in the Master Covenants, and further elects that in the event of any conflict between the Master Covenants and the Supplemental Declaration, the provisions of the Master Covenants shall prevail.

TAYLOR & HANLON, P.C.
237 EAST FREWEE LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 276-1136

BOOK 22 PAGE 608
Iliamna Recording District

DATED this 8th day of December, 1993.

KIJIK CORPORATION, which took
title as, and was formerly known as
NONDALTON NATIVE CORPORATION

Eleanor Johnson
by: Eleanor Johnson
President

Adolph W. Jackinsky
by: Adolph Jackinsky
Vice President

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 8th day of December, 1993, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Eleanor Johnson and Adolph Jackinsky of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the President and Vice President, respectively, of said corporation, and acknowledged to me that they signed the foregoing document freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written. 95-131

RECORDED - FILE	
<u>Iliamna</u>	REC. DIST.
DATE <u>7-6</u> 19 <u>95</u>	
TIME <u>1:58</u> P.M.	
REGISTERED BY <u>KIJIK Corp</u>	

2100

Sarah T. Claubert
Notary Public, State of Alaska
My Commission Expires 12-10-94



TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 200
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 273-1136

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR CERTAIN PROPERTY AT KEYSER POINT
Page 3 of 3

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation, and is hereinafter referred to as the "Developer". It is made in accordance with express written agreements giving Developer the rights exercised herein, and the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a).

Developer elects to adopt in its entirety the aforementioned declaration on the real property described below and to cause said property to be presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions. The real property subject to this Supplemental Declaration is described as follows:

Lots Seven (7) and Eight (8) of Block Four (4); and Lots One (1), Three (3), Five (5), Seven (7), Ten (10), Eleven (11), Fifteen (15), and Sixteen (16) of Block Five (5), of the Keyes Point Subdivision, according to the official plat thereof, plat no. 84-2, records of the Iliamna Recording District, State of Alaska.

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS...
Page 1 of 2

TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6811
FAX (907) 276-1136

RETURN TO:
Kijik Corp.
4155 Tudor Ave. Ste. #104
Anchorage AK 99508

Dated this 18 day of June, 1995.

KIJIK CORPORATION, which took
title as, and was formerly known as
NONDALTON NATIVE CORPORATION

Eleanor Johnson
by: Eleanor Johnson
President

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 18th day of June, 1995, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Eleanor Johnson of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the President of said corporation, and acknowledged to me that she signed the foregoing document freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

95-132

RECORDED - FILE	
<u>Iliamna</u> REC. DIST.	
DATE <u>7-6</u>	19 <u>95</u>
TIME <u>1:59</u>	<u>P.M.</u>
SUBMITTED BY <u>KIJIK CORP</u>	

18cc

Sarah T. Mawhitt
Notary Public, State of Alaska
My Commission Expires: 2-7-98



TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation, and is hereinafter referred to as the "Developer". It concerns the following described real property:

Lot Four (4), Keyes Point Subdivision Airstrip Addition No. 2, according to Plat No. 98-6, records of the Iliamna Recording District, State of Alaska.

Said property is hereafter referred to as "Lot 4" or "the subject property".

WITNESSETH:

1. The Developer has recorded a certain declaration subjecting other real property within the Keyes Point Subdivision to various covenants, restrictions and conditions. Said declaration is entitled "Keyes Point Declaration of Covenants, Conditions and Restrictions," and was recorded on the 7th day of February, 1984, at Book 11, Pages 410-430 of the Iliamna Recording District. The aforesaid declaration is hereinafter referred to as the "Master Covenants".

2. Article II, Section 2(a) of the Master Covenants authorizes the Developer to record supplemental declarations subjecting additional properties to the Master Covenants.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Lot Four (4), Keyes Point Subdivision Airstrip
Addition No. 2
Iliamna Recording District
Page 1 of 5

Return to:
TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-8219
FAX (907) 275-1136

Record in Iliamna Recording District

NOW THEREFORE, the Developer does hereby elect to cause Lot 4 to be presently and in the future held, transferred, sold, conveyed, and occupied subject to the following:

1. The Preamble of the Master Covenants.
2. Articles I through VI and VIII through IX of the Master Covenants, in their entirety.
3. Article VII, Sections 4, 12, and 13 of the Master Covenants in their entirety.
4. Article VII, Section 9 of the Master Covenants, modified to provide as follows:

Section 9. Noxious and Offensive Activities. No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their lots.

5. Lot 4 shall be subject to the "Business and Commercial Classification (B-4)" use restrictions, as modified herein, as follows:

I. BUSINESS & COMMERCIAL CLASSIFICATION (B-4)

The following statement of intent and use regulations shall apply to the real property subject to this Supplemental Declaration.

A. The purpose of the B-4 classification is to encourage the establishment of areas for general commercial business uses which tend to meet the daily needs of the Keyes Point residents and to encourage the establishment of hotel/lodge facilities for public and commercial use. Districts subject to the B-4 classification are intended to be small and compactly designed.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Lot Four (4), Keyes Point Subdivision Airstrip
Addition No. 2
Iliamna Recording District
Page 2 of 5

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

B. All permitted principal uses and structures must comply with the provisions of this classification and be approved by the Architectural Review Board as provided in Article VIII, as made applicable to the subject property by this Supplemental Declaration. Subject to the foregoing, the permitted principal uses and structures are:

1. grocery stores, delicatessens and food specialty shops;
2. meat and seafood markets;
3. retail bakeries;
4. hardware stores;
5. shoe repair shops;
6. bookstores and card shops;
7. drugstores;
8. self-service laundry and dry cleaning;
9. beauty shops and barber shops;
10. restaurants, cafes and tearooms;
11. knit shops and dry goods;
12. photo and art studios;
13. post offices;
14. furriers, taxidermy and jewelry stores;
15. float plane bases and marinas;
16. aircraft and marine repair shops;
17. parks and playgrounds;
18. government buildings in keeping with the character of the area;
19. libraries;
20. medical and dental offices;
21. law offices and offices of accountants and engineers;
22. other professions regulated under state law;
23. family residential and day care facilities;
24. insurance and real estate offices;
25. gasoline/service stations;
26. commercial recreation establishments;
27. bowling alleys, pool halls and amusement arcades;
28. private and commercial garages;
29. the raising of vegetables, produce and fruit crops, including a temporary stand for sale of products grown on the premises; provided that any temporary stand constructed for trade of products shall be subject to approval by the Architectural Review Board;
30. hotels, lodges, or other dwelling units;

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Lot Four (4), Keyes Point Subdivision Airstrip
Addition No. 2
Iliamna Recording District
Page 3 of 5

TAYLOR & HANLON, P.C.
237 EAST FIREWEEDE LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 275-6219
FAX (907) 273-1136

31. personal and professional service establishments which are incidental to the operation of a hotel and/or lodge.
32. parking for aircraft, together with all uses which are incidental to aircraft parking and storage.

C. Permitted accessory uses and structures. Accessory uses and structures customarily incidental to any permitted principal uses listed in B above of this section.

D. Prohibited uses and structures:

1. any use of any kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line or the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to public health, safety, welfare or convenience;
2. manufacturing, except in connection with articles for sale at retail on the premises.

E. Signs. All signs shall come under the control of the Architectural Review Board. Any signs must be approved by the Architectural Review Board before installation and be maintained by the sign owner in a manner acceptable to the Architectural Review Board. In general, signs shall conform to the natural surroundings, shall not exceed 4 feet in height by 8 feet in length by 2 feet in thickness, nor shall any sign be mounted so that any portion is more than 10 feet above the general surrounding ground level. Sign lighting, if any, shall be indirect and otherwise constructed to protect the integrity of the subdivision. No signs or bill boards shall be allowed on road or utility easements except for general information and directive signs and maps approved by the Architectural Review Board. Any sign not in compliance with this section shall be removed by the Architectural Review Board at the expense of the sign owner, provided that notice of non-compliance and order to remove must be given to the sign owner, in writing, at least ten (10) days before the Architectural Review Board removes the sign.

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 276-1136

BOOK 27 PAGE 244
Iliamna Recording District

DATED this 2 day of July, 1998.

KIJIK CORPORATION, which took
title as, and was formerly known as,
NONDALTON NATIVE CORPORATION

Eleanor Johnson
by: Eleanor Johnson
President

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 2 day of July,
1998, before me, the undersigned, a Notary Public in and for the
State of Alaska, duly commissioned and sworn, personally appeared
Eleanor Johnson of Kijik Corporation, a corporation organized and
existing under the laws of the State of Alaska, to me known to be
the President of said corporation, and acknowledged to me that she
signed the foregoing document freely and voluntarily for and on
behalf of said corporation by authority of its Board of Directors
for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last
above written.

Kenneth Taylor
Notary Public, State of Alaska
My Commission Expires Dec 16 2000

158

RECORDED - FILED	27-LL
ILIAMNA REC. DIST.	
DATE <u>7-6</u>	<u>98</u>
TIME <u>2:04</u>	<u>P.M.</u>
Requested by <u>Taylor & Hanlon P.C.</u>	
Address _____	

TAYLOR & HANLON, P.C.
237 EAST FIREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-0219
FAX (907) 279-1136

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Lot Four (4), Keyes Point Subdivision Airstrip
Addition No. 2
Iliamna Recording District
Page 5 of 5

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT**

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation, and is hereinafter referred to as the "Developer". It concerns the following described real property:

Tract One (1) and Tract Two (2), South Tracts Addition Keyes Point Subdivision, according to Plat No. 99-9, records of the Iliamna Recording District, State of Alaska.

Said property is hereafter referred to as "the South Tracts" or "the subject property".

WITNESSETH:

1. The Developer has recorded a certain declaration subjecting other real property within the Keyes Point Subdivision to various covenants, restrictions and conditions. Said declaration is entitled "Keyes Point Declaration of Covenants, Conditions and Restrictions," and was recorded on the 7th day of February, 1984, at Book 11, Pages 401-430 of the Iliamna Recording District. The aforesaid declaration is hereinafter referred to as the "Master Covenants".

2. Article II, Section 2(a) of the Master Covenants authorizes the Developer to record supplemental declarations subjecting additional properties to the Master Covenants.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Tracts 1 and 2, South Tracts Addition Keyes Point Subdivision
Iliamna Recording District
Page 1 of 3

TAYLOR & HANLON, P.C.
207 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-8219
FAX (907) 279-1136

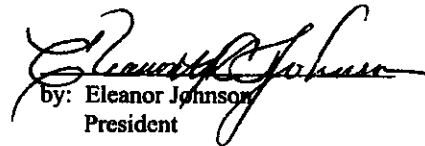
A12190 / 00-00020

NOW THEREFORE, the Developer does hereby elect to cause the South Tracts to be presently and in the future held, transferred, sold, conveyed, and occupied subject to the following:

1. The Preamble of the Master Covenants.
2. Articles I through VI and VIII through IX of the Master Covenants, in their entirety.
3. The Developer reserves the right at the time of conveyance of the South Tracts or at any time before conveyance of the South Tracts to subject them to additional restrictions, including restrictions regarding the type of activities and buildings which may be permitted.

DATED this 31st day of March, 2000.

KIJK CORPORATION, which took title as,
and was formerly known as, NONDALTON
NATIVE CORPORATION


by: Eleanor Johnson
President

TAYLOR & HANLON, P.C.
237 EAST FIREWED LANE
SUITE 202
ANCHORAGE, ALASKA 99503
(907) 275-6219
FAX (907) 275-1136

BOOK 29 PAGE 131
Iliamna Recording District

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 31 day of MARCH, ²⁰⁰⁰~~1999~~, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Eleanor Johnson of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the President of said corporation, and acknowledged to me that she signed the foregoing document freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Kimberly Taylor
Notary Public, State of Alaska
My Commission Expires DEC 10 2000

Return To
Keyes Point Property
Owners Assoc., Inc.
4155 Tudor Centre, #104
Anch AK 99518

TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-8219
FAX (907) 276-1136

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ILIAMNA
RECORDING DISTRICT CC

2000 APR -4 A 9 41

REQUESTED BY YATCO

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Tracts 1 and 2, South Tracts Addition Keyes Point Subdivision
Iliamna Recording District
Page 3 of 3

AMENDMENT TO DECLARATIONS

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Declarations Amended. This Amendment is made pursuant to A.S. 34.08.200 (a) and concerns two declarations which on October 2, 1986 added certain real property to a common interest community. The two declarations are described as follows:

(a) that certain "Keyes Point Supplemental Declaration of Covenants, Conditions and Restrictions", which on October 2, 1986 was recorded at book 14, page 514 of the records of the Iliamna Recording District; and

(b) that certain "Keyes Point Supplemental Declaration of Covenants, Conditions and Restrictions", which on October 2, 1986 was recorded at book 14, page 516 of the records of the Iliamna Recording District.

2. Common Interest Community and Association. The common interest community is the Keyes Point Subdivision. The Keyes Point Property Owners Association, Inc., an Alaskan non-profit corporation, is the common interest owners association as defined in A.S. 34.08.310. Its address is 4155 Tudor Centre Drive, Suite 104, Anchorage, Alaska 99508. It was created in accordance with the Keyes Point Declaration of Covenants, Conditions and Restrictions recorded on February 7, 1984 at book 11, pages 401-430 of the Records of the Iliamna Recording District, State of Alaska.

3. Real Property Subject to this Amendment. The real property subject to this Amendment to Declarations has been described as follows:

Lots 3-14 and Tract A, Block 18; Lots 1-12, Block 19; and Lots 1-4, Block 20; in accordance with plat no. 86-6, records of the Iliamna Recording District, Third Judicial District, State of Alaska.

This real property is hereinafter alternatively referred to as "the Subject Property". Both lots and tracts are hereinafter referred to as "lots".

Amendment to Declaration: Keyes Point Subdivision, Addition No.1
Grantor: Kijik Corporation
Grantee: Kijik Corporation
Association: Keyes Point Property Owners Association
Page 1 of 4

TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 276-1136

A-12190 00-00020

4. Legal Descriptions of Real Property After Replatting. An amended plat has been filed in which the boundaries of the lots comprising the Subject Property are relocated. The amended plat was recorded on December 15, 1999 as plat number 99-8, records of the Iliamna Recording District, Third Judicial District, State of Alaska. The Subject Property is described in the amended plat as follows:

Lots 4A, 7A, and 12A, Block 18; Lots 1A, 6A, and 9A, Block 19; and Lot 1A, Block 20; according to plat no. 99-8, Records of the Iliamna Recording District, Third Judicial District, State of Alaska.

Thus, this amendment replats a total of 29 lots into 7 lots.

5. Owner of Affected Real Property. The owner of all the Subject Property is Kijik Corporation. Its address is 4155 Tudor Centre, Suite 104, Anchorage, Alaska 99508.

6. Approval by Association. This amendment has been duly approved by the executive board of the Keyes Point Property Owners Association, Inc. in accordance with the provisions of A.S. 34.08.200.

7. Effect on Allocated Interests. The Keyes Point Subdivision is a common interest community. The governing documents for the subdivision do not provide for allocated interests for individual lots within the subdivision expressed as percentages or fractions. Instead the governing documents provide that each lot shall have one vote and pay a single equal assessment regardless of size. The sole exception to this rule is that lots having more than one living unit are assessed and vote on the basis of the number of living units fully constructed on the lot. Thus, a lot with a duplex pays two assessments and has two votes. This amendment will not affect the foregoing method of assessing lots and voting.

As a practical matter this amendment reduces the assessments and voting power of the land affected by the amendment because the land subject to this amendment will henceforth be divided into fewer lots (7 as opposed to 29), and because the rule providing for one equal assessment and one vote per lot, as described above and in the governing documents, will not be changed.

7. Words of Conveyance. Kijik Corporation, as Grantor, conveys the Subject

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-8219
FAX (907) 275-1136

Amendment to Declaration: Keyes Point Subdivision, Addition No.1
Grantor: Kijik Corporation
Grantee: Kijik Corporation
Association: Keyes Point Property Owners Association
Page 2 of 4

Property to Kijik Corporation, as Grantee.

Dated this 31st day of March, 2000.

GRANTOR
Kijik Corporation

by: Eleanor Johnson, President

GRANTEE
Kijik Corporation

by: Eleanor Johnson, President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 31st day of MARCH, 2000, personally appeared before me Eleanor Johnson, to me known to be the President of Kijik Corporation, and she acknowledged to me that she signed the same freely and voluntarily for and on behalf of said corporation, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above-written.

Notary Public, State of Alaska

My Commission expires: DEC 15 2001

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

Amendment to Declaration: Keyes Point Subdivision, Addition No. 1
 Grantor: Kijik Corporation
 Grantee: Kijik Corporation
 Association: Keyes Point Property Owners Association
 Page 3 of 4

BOOK 29 PAGE 135
Iliamna Recording District

Grantor's address:
Kijik Corporation
4155 Tudor Centre Drive, Ste. 104
Anchorage, AK 99508

Grantee's address:
Kijik Corporation
4155 Tudor Centre Drive, Ste. 104
Anchorage, AK 99508

Record in Iliamna Recording District

Return to:
Kneeland Taylor
237 E. Fireweed Lane, Suite 302
Anchorage, AK 99503

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ILIAMNA
RECORDING DISTRICT CC

2000 APR -4 A 9 42
REQUESTED BY FATO

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-0219
FAX (907) 275-1136

Amendment to Declaration: Keyes Point Subdivision, Addition No.1
Grantor: Kijik Corporation
Grantee: Kijik Corporation
Association: Keyes Point Property Owners Association
Page 4 of 4

AMENDMENT TO DECLARATIONS

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Declarations Amended. This Amendment is made pursuant to A.S. 34.08.200 (a) and concerns two declarations which on December 29, 1986 added certain real property to a common interest community. The two declarations are described as follows:

(a) that certain "Keyes Point Supplemental Declaration of Covenants, Conditions and Restrictions", which on December 29, 1986 was recorded at book 14, page 813 of the records of the Iliamna Recording District; and

(b) that certain "Keyes Point Supplemental Declaration of Covenants, Conditions and Restrictions", which on December 29, 1986 was recorded at book 14, page 818 of the records of the Iliamna Recording District.

2. Common Interest Community and Association. The common interest community is the Keyes Point Subdivision. The Keyes Point Property Owners Association, Inc., an Alaskan non-profit corporation, is the common interest owners association as defined in A.S. 34.08.310. Its address is 4155 Tudor Centre Drive, Suite 104, Anchorage, Alaska 99508. It was created in accordance with the Keyes Point Declaration of Covenants, Conditions and Restrictions recorded on February 7, 1984 at book 11, pages 401-430 of the Records of the Iliamna Recording District, State of Alaska.

3. Real Property Subject to this Amendment. The real property subject to this Amendment to Declarations has been described as follows:

Lots 1-28 and Tract B, Block 21; Lots 1-15, Block 22; Lots 1-22, Block 23; in accordance with plat no. 86-7, Records of the Iliamna Recording District, Third Judicial District, State of Alaska.

This real property is hereinafter alternatively referred to as "the Subject Property". Both lots and tracts are hereinafter referred to as "lots".

Amendment to Declarations: Keyes Point Subdivision, Addition No.2
Grantor: Kijik Corporation
Grantee: Kijik Corporation
Association: Keyes Point Property Owners Association, Inc.
Page 1 of 4

A-12190 04-00070
TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-5219
FAX (907) 279-1136

4. Legal Descriptions of Real Property After Replatting. An amended plat has been filed in which the boundaries of the lots comprising the Subject Property are relocated. The amended plat was recorded on December 15, 1999 as plat number 99-9, records of the Iliamna Recording District, Third Judicial District, State of Alaska. The Subject Property is described in the amended plat as follows:

Lots 3A, 7A, 10A, 12A, 16A, 20A, 24A, and 27A, and Tract B-2, Block 21; Lots 2A, 6A, and 12A, Block 22; and Lots 3A, 8A, 14A, and 20A, Block 23; in accordance with plat no. 99-9 Records of the Iliamna Recording District, Third Judicial District, State of Alaska.

In sum, this amendment replats a total of 65 lots into 16 lots.

5. Owner of Affected Real Property. The owner of all the Subject Property is Kijik Corporation. Its address is 4155 Tudor Centre, Suite 104, Anchorage, Alaska 99508.

6. Approval by Association. This amendment has been duly approved by the executive board of the Keyes Point Property Owners Association, Inc. in accordance with the provisions of A.S. 34.08.200.

7. Effect on Allocated Interests. The Keyes Point Subdivision is a common interest community. The governing documents for the subdivision do not provide for allocated interests for individual lots within the subdivision expressed as percentages or fractions. Instead the governing documents provide that each lot shall have one vote and pay a single equal assessment regardless of size. The sole exception to this rule is that lots having more than one living unit are assessed and vote on the basis of the number of living units fully constructed on the lot. Thus, a lot with a duplex pays two assessments and has two votes. This amendment will not affect the foregoing method of assessing lots and voting.

As a practical matter this amendment reduces the assessments and voting power of the land affected by the amendment because the land subject to this amendment will henceforth be divided into fewer lots (16 as opposed to 65), and because the rule providing for one equal assessment and one vote per lot, as described above and in the governing documents, will not be changed.

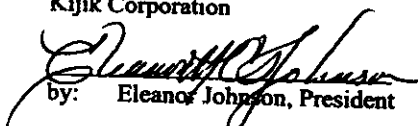
TAYLOR & HANLON, P.C.
237 EAST FIREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 278-8219
FAX (907) 279-1136

Amendment to Declarations: Keyes Point Subdivision, Addition No.2
Grantor: Kijik Corporation
Grantee: Kijik Corporation
Association: Keyes Point Property Owners Association, Inc.
Page 2 of 4

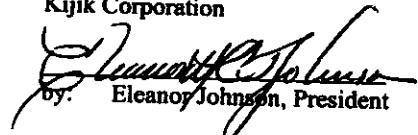
7. Words of Conveyance. Kijik Corporation, as Grantor, conveys the Subject Property to Kijik Corporation, as Grantee.

Dated this 31st day of March, 2000.

GRANTOR
Kijik Corporation


by: Eleanor Johnson, President

GRANTEE
Kijik Corporation


by: Eleanor Johnson, President

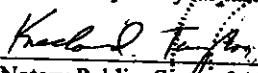
STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 31 day of MARCH, 2000, personally appeared before me Eleanor Johnson, to me known to be the President of Kijik Corporation, and she acknowledged to me that she signed the same freely and voluntarily for and on behalf of said corporation, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.


Notary Public, State of Alaska

My Commission expires: DEC 16 2001

TAYLOR & HANLON, P.C.
237 EAST FIREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

Amendment to Declarations: Keyes Point Subdivision, Addition No.2

Grantor: Kijik Corporation

Grantee: Kijik Corporation

Association: Keyes Point Property Owners Association, Inc.

Page 3 of 4

BOOK 29 PAGE 139
Iliamna Recording District

Grantor's address:

Kijik Corporation
4155 Tudor Centre Drive, Ste. 104
Anchorage, AK 99508

Grantee's address:

Kijik Corporation
4155 Tudor Centre Drive, Ste. 104
Anchorage, AK 99508

Record in Iliamna Recording District

Return to:

Kneeland Taylor
237 E. Fireweed Lane, Suite 302
Anchorage, AK 99503

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ILIAMNA CC
RECORDING DISTRICT

2008 APR -4 A 9 42
REQUESTED BY FATCO

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 276-1106

Amendment to Declarations: Keyes Point Subdivision, Addition No.2
Grantor: Kijik Corporation
Grantee: Kijik Corporation
Association: Keyes Point Property Owners Association, Inc.
Page 4 of 4

KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

1-30565
In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to adopt and/or change certain portions of the aforementioned declaration on the real property described below and cause said property to be presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions, as modified herein. The aforesaid declaration is adopted and modified as follows:

1. The preamble and Articles I, II, III, IV, V, VI, VIII, and IX are adopted in their entirety.
2. Article VII, Sections 4, 5, 9, 10, 11, 12, and 13 shall be adopted in their entirety.
3. The Developer reserves the right at the time of conveyance of any of the below described properties to subject them to additional restrictions, including restrictions regarding the type of activities and buildings which may be permitted.

The real property subject to this Supplemental Declaration of Covenants, Conditions and Restrictions is described as follows:

Lots Two (2) and Three (3), KEYES POINT SUBDIVISION, AIRPORT ADDITION, according to Plat No. 86-5, records of the Iliamna Recording District, Third Judicial District, State of Alaska.

Lot One (1), Block Eleven (11); Lots One (1), Two (2), and Three (3), Block Eighteen (18); Lots One (1), Two (2), Three (3), and Four (4), Block Twenty (20), KEYES POINT SUBDIVISION, ADDITION NO. 1, according to Plat No. 86-6,

BOOK 14 PAGE 515

records of the Iliamna Recording District, Third Judicial District, State of Alaska.

DATED this 29 day of Sept, 1986.

DEVELOPER

KIJIK CORPORATION
formerly known as Nondalton
Native Corporation

By: Dennis Trefon
Dennis Trefon, President

By: Melvin Trefon
Melvin Trefon, Director
of Lands

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of SEPTEMBER, 1986, personally appeared before me DENNIS TREFON and MELVIN TREFON, known to me to be the individuals described in and who executed the foregoing document, and they acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and
year last above written.

Sarah T. Clambott
Notary Public for Alaska
My Commission Expires: 2/10/90



86-277

RECORDED - FILED 73-
ZIAMM REC. DIST.

DATE 10/2 1986
TIME 11 02 A M
Requested by LLOE
Address

return to:
Kijik Corp.
455 Tudor Centre
Anch. AK 99508

KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

1-280565
In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to subject the below-described real property and cause it to presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions. The real property subject to this Supplemental Declaration of Covenants, Conditions and Restrictions is described as follows:

Lots Two through Twelve, inclusive (2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12), Block Eleven (11), Lots Four through Fourteen, inclusive (4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14), Block Eighteen (18); and Lots One through Sixteen, inclusive (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16), Block Nineteen (19); KEYES POINT SUBDIVISION, ADDITION NO. 1, according to Plat No. 86-6, records of the Iliamna Recording District, Third Judicial District, State of Alaska.

DATED this 29 day of Sept., 1986.

86-278

RECORDED - FILED 10	
ILIAMNA REC. DIST.	
DATE	10/2 1986
TIME	11:03 A.M.
Requested by	LT/102
Address	

DEVELOPER

KIJIK CORPORATION
formerly known as Nondalton
Native Corporation

By: Dennis Trefon
Dennis Trefon, President

By: Melvin Trefon
Melvin Trefon, Director
of Lands

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of SEPTEMBER, 1986, personally appeared before me DENNIS TREFON and MELVIN TREFON, known to me to be the individuals described in and who executed the foregoing document, and they acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year last above written.

Sarah T. Maubert
Notary Public for Alaska
My Commission Expires: 2/10/90

Return to:
Kijik Corp.
4155 Tudor Centre
Anch, AK 99508

KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

A-3442

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to adopt and/or change certain portions of the aforementioned declaration on the real property described below and cause said property to be presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions, as modified herein. The real property subject to this Supplemental Declaration is described as follows:

Lots One (1), Two (2), Three (3), Four (4), and Tracts A and B of Block Twenty One (21), Keyes Point Subdivision, Addition No. 2, Plat 86-7, Records of the Iliamna Recording District, State of Alaska.

The aforesaid declaration is adopted and modified as follows:

PREAMBLE: Adopted In Its Entirety.

ARTICLE I; Adopted In Its Entirety.

ARTICLE II: Adopted In Its Entirety.

ARTICLE III: Adopted In Its Entirety.

ARTICLE IV: Adopted In Its Entirety.

ARTICLE V: Adopted In Its Entirety.

ARTICLE VI: Adopted In Its Entirety.

ARTICLE VII: Is Changed As Follows:

Section 1. Land & Building Use Type is changed to read:

"Section 1. Land Use and Building Type. Except as provided for herein, no Lot shall be used except for single-family residential and recreational purposes. Provided, however,

commercial use is allowed as follows:

I. BUSINESS & COMMERCIAL DISTRICT (B-4)

The following statement of intent and use regulations shall apply in the B-4 district, consisting of the following area of the Keyes Point Subdivision:

Lots One (1), Two (2), Three (3), and Four (4), and Tracts A and B of Block Twenty One (21).

- A. The purpose of the B-4 district is to encourage the establishment of areas for general commercial business uses which tend to meet the daily needs of the Keyes Point residents and to encourage the establishment of hotel/lodge facilities for public and commercial use. The district is intended to be small and compactly designed.
- B. All permitted principal uses and structures must comply with the CRR's and be approved by the ARB. Subject to the foregoing, the permitted principal uses and structures are:
 - 1. grocery stores, delicatessens and food specialty shops;
 - 2. meat and seafood markets;
 - 3. retail bakeries;
 - 4. hardware stores;
 - 5. shoe repair shops;
 - 6. bookstores and card shops;
 - 7. drugstores;
 - 8. self-service laundry and dry cleaning;
 - 9. beauty shops and barbershops;
 - 10. restaurants, cafes and tearooms;
 - 11. knit shops and dry goods;
 - 12. photo and art studios;
 - 13. post offices;
 - 14. furriers, taxidermy and jewelry stores;
 - 15. float plane bases and marinas;
 - 16. aircraft and marine repair shops;
 - 17. non-commercial parks and playgrounds;
 - 18. government buildings in keeping with the character of the area;
 - 19. libraries;
 - 20. medical and dental offices;
 - 21. law offices and offices of accountants and engineers;
 - 22. other professions regulated under State law;
 - 23. family residential care and day care facilities;
 - 24. insurance and real estate offices;
 - 25. gasoline/service stations;
 - 26. commercial recreation establishments;
 - 27. bowling alleys, pool halls and amusement arcades;
 - 28. private garages;
 - 29. the raising of vegetables, produce and fruit crops, including a temporary stand for sale of products grown on the premises; provided that any temporary stand constructed for trade of products shall be subject to approval by the ARB.
 - 30. hotels and/or lodges.
 - 31. personal and professional service establishments which are incidental to the operation of the hotel and/or lodge.
- C. Permitted accessory uses and structures. Accessory uses and structures customarily incidental to any permitted principal uses listed in B above of

this section. As a permitted principal use, one dwelling unit may be occupied as an accessory use.

D. Prohibited uses and structures:

1. drive-in eating establishments;
 2. any use of a kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line or the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience;
 3. dumping areas for garbage, rubbish, trash, junk vehicles, equipment or wreckage.
 4. manufacturing, except in connection with the articles for sale at retail on the premises.
- E. Any use of B-4 property must meet the minimum lot and yard standards, height and signage requirements and use restrictions as set forth in the CCR's.
- F. Ground cover. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be left, to the maximum extent possible, in their natural undisturbed state or failing that, a state that is representative of the conservative utilization of nature.
- G. Maximum lot coverage by all buildings shall not exceed ten (10) percent.

Section 2. Number of Dwellings is changed to read:

"Section 2. Number of Structures. There shall be no more than one commercial structure per lot. A second residential structure on a lot may be allowed at the discretion of the Architectural Review Board. On tracts the number of structures may exceed the limit for lots. However, the number of structures on tracts shall be determined prior to construction and approved by the Architectural Review Board, which approval shall not be unreasonably withheld.

Section 3. Adopted In Its Entirety.

Section 4. Adopted In Its Entirety.

Section 5. Subdivision of Lots is changed to read:

"Section 5. Replat and Subdivision of Lots. No lot may be subdivided except as provided in this section. An owner of a tract may subdivide a tract. The owner of contiguous lots may remove property and/or lot lines in order to replat a particular portion of the subdivision. Any subsequent subdivision or replat shall not contain parcels of less than 1.5 acres. Any such subdivision or replat, unless done by the Developer, must be approved, in advance, by the Developer, or its designee, which approval shall not be unreasonably withheld.

Section 6. Adopted In Its Entirety.

Section 7. The words "single family residence" are changed to "facility or structure."

Section 8. The words "residence" is changed to read "facility or structure."

Section 9. The last sentence is changed to read "Only approved commercial activity of any kind shall be permitted on each lot or tract," and the following sentence is added; "No hydroplanes, racing boats or other loud noxious activities shall be allowed to operate on or from any lot in the subdivision."

Section 10 thru Section 13. Adopted In Their Entirety.

Section 14 is added as follows:

"Section 14. Signs. All signs shall come under the control of the Architectural Review Board (ARB). Any signs must be approved by the ARB before installation and be maintained by the sign owner in a manner acceptable to the ARP. In general, signs shall conform to the natural surroundings, shall not exceed 4 feet in height by 8 feet in length by 2 feet in thickness, nor shall any sign be mounted so that any portion is more than 10 feet above the general surrounding ground level. Sign lighting, if any, shall be indirect and otherwise constructed to protect the integrity of the subdivision. No signs or bill boards shall be allowed on road or utility easements except for general information and directive signs and maps approved by the ARB. Any sign not in compliance with this section shall be removed by the ARB at the expense of the sign owner, provided that notice of non-compliance and order to remove must be given to the sign owner, in writing, at least ten (10) days before the ARB removes the sign.

ARTICLE VIII: Adopted In Its Entirety.

ARTICLE IX: Adopted In Its Entirety.

DATED this 22 day of December, 1986.

KIJIK CORPORATION, which took title as, and was formerly known as, NONDALTON NATIVE CORPORATION

By: Dennis Trefon
Dennis Trefon
President

By: Melvin Trefon
Melvin Trefon
Director of Lands

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22nd day of December, 1986, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared

BOOK 14 PAGE 817

Dennis Trefon and Melvin Trefon of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the President and Director of Lands, respectively, of said corporation and acknowledged to me that they signed the foregoing document freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Sarah T. Chaubert
Notary Public, State of Alaska
My Commission Expires: 2/24/90



86-421

RECORDED - FILED 22	
ILIAMNA	REC. DIST.
DATE	12-29, 1986
TIME	12:35 P.M.
Requested by	LTCAI
Address	

CC

KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

A-3442

This Declaration is made by the undersigned Kijik Corporation which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to subject the below-described real property and cause it to presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions. The real property subject to this Supplemental Declaration of Covenants, Conditions and Restrictions is described as follows:

Lots Five (5) through Twenty Eight (28) inclusive, of Block Twenty One (21); Lots One (1) through fifteen (15), inclusive of Block Twenty Two (22); and Lots One (1) through Twenty Two (22), inclusive of, Block Twenty Three (23); Keyes Point Subdivision Addition No. 2 according to Plot NO. 86-7, records of the Iliamna Recording District Third Judicial District, State of Alaska.

DATED this 22 day of December, 1986.

DEVELOPER

KIJIK CORPORATION
formerly known as Nondalton
Native Corporation

By: Dennis Trefon
Dennis Trefon, President

By: Melvin Trefon
Melvin Trefon, Director
of lands

STATE OF ALASKA)
) ss.
THIRD JUDICIAL)
DISTRICT)

THIS IS TO CERTIFY that on this 22nd day of December, 1986, personally before me DENNIS TREFON and MELVIN TREFON, known to me to be the individuals described in and who executed the foregoing document, and they acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year last above written.

Sarah T. Clumpett
Notary Public for Alaska
My Commission Expires: 2/6/90

86-422

RECORDED - FILED 10-11	
ILIAMNA REC. DIST.	
DATE	12-29 1986
TIME	12:36 P.M.
Recorded by	CTSAI
Address	

Return to:
Land Title Co. of Alaska, Inc.
5430 Fairbanks St. #8
Anchorage, AK 99518-1263

35872
3cc + Rite
KIJIK Corp
4155 Tudor Cir #104
Anchorage AK 99508

BOOK 23 PAGE 63
Iliamna Recording District

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT**

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation, and is hereinafter referred to as the "Developer". It concerns the following described real property:

Lot One (1), of Block Eighteen (18), of the Keyes Point Subdivision, Addition No. I, according to Plat No. 86-6, records of the Iliamna Recording District, State of Alaska.

Said property is hereafter referred to as "Lot 1, Block 18", or "the subject property".

WITNESSETH:

1. The Developer has recorded a certain declaration subjecting other real property within the Keyes Point Subdivision to various covenants, restrictions and conditions. Said declaration is entitled "Keyes Point Declaration of Covenants, Conditions and Restrictions," and was recorded on the 7th day of February, 1984, at Book 11, Pages 410-430 of the Iliamna Recording District. The aforesaid declaration is hereinafter referred to as the "Master Covenants".

2. Article II, Section 2(a) of the Master Covenants authorizes the Developer to record supplemental declarations subjecting additional properties to the Master Covenants. Pursuant to Article II, Section 2(a), the Developer recorded a supplemental declaration which is entitled "Keyes Point Supplemen-

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

SUPPLEMENTAL DECLARATION OF COVENANTS
Re: Lot 1, Block 18, Keyes Point Subdivision
Iliamna Recording District
Page 1 of 9

tal Declaration of Covenants, Conditions, and Restrictions," and was recorded October 2, 1986, at Book 14, Page 514 of the records of the Iliamna Recording District. The aforesaid declaration is hereinafter referred to as the "The Supplemental Declaration."

3. The Developer in the Supplemental Declaration subjected Lot 1, Block 18 to the Master Covenants, adopting in their entirety the preamble and Articles I through VI and VIII through IX. With respect to Article VII, the Developer adopted Sections 4, 5, 9, 10, 11, 12, and 13, but reserved the right to subject the lot to additional supplemental provisions regarding the type of activities and buildings which may be permitted.

4. The Supplemental Declaration is internally inconsistent in the following respects: (a) Section 9 of Article VII states "No repair or restoration or (sic) any Owner vehicle, boat, trailer, aircraft or other vehicles shall be permitted on any portion of any Lot except for emergency repairs thereon" while the Supplemental Declaration reserves to the Developer the right to subject the lot to "additional restrictions, including the type of activities and buildings which may be permitted"; (b) Section 9 of Article VII prohibits "commercial activity of any kind" while the Supplemental Declaration reserves to the Developer the right to subject the lot to "additional restrictions, including the type of activities and buildings which may be permitted".

5. The Developer intended to reserve unfettered discretion to designate the type of activities and buildings which would be

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(907) 276-6219
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SUPPLEMENTAL DECLARATION OF COVENANTS
Re: Lot 1, Block 18, Keyes Point Subdivision
Iliamna Recording District
Page 2 of 9

permitted on Lot 1, Block 18, and to exercise that discretion at the time of conveyance of the lot to a third party. The Developer did not intend in 1986 when it recorded the Supplemental Declaration to limit its discretion to authorize (a) commercial uses of Lot 1, Block 18, or (b) use of the lot for the repair of vehicles, boats, trailers, aircraft or other vehicles.

6. The Developer declares that application of Section 9, Article VII to Lot 1, Block 18, (as well as to the other real property subject to the Supplemental Declaration) was the result of a typographical or other error.

7. The Developer intends to convey Lot 1, Block 18 to a third party in the near future, and now wishes to exercise the rights reserved in the Supplemental Declaration as regards Lot 1, Block 18, (reserving for the future its discretionary rights regarding the other lots referred to in the Supplemental Declaration), and thus subject Lot 1, Block 18 to provisions regarding the activities and buildings which may be permitted on Lot 1, Block 18.

NOW THEREFORE, the Developer does hereby elect to cause Lot 1, Block 18 to be presently and in the future held, transferred, sold, conveyed, and occupied subject to not only the preamble and Articles I through VI and VIII through IX of the Master Covenants, but also additional restrictions under Article VII of the Master Covenants. Article VII, which provides for restrictions regarding

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FAX (907) 279-1136

SUPPLEMENTAL DECLARATION OF COVENANTS
Re: Lot 1, Block 18, Keyes Point Subdivision
Iliamna Recording District
Page 3 of 9

the type of activities and buildings which may be permitted on Lot 1, Block 18, is set forth as follows. To the extent there are inconsistencies between the restrictions made applicable in the Supplemental Declaration, and the restrictions set forth herein, the restrictions set forth herein replace those in the Supplemental Declaration. Article VII as made applicable to Lot 1, Block 18 is as follows:

ARTICLE VII

Section 1. Land Use and Building Type. Except as provided for herein, the subject property shall be used only for single-family residential and recreational purposes. Provided, however, the subject property may be used for commercial use in conformance with the "Business and Commercial Classification (B-4)" which is as follows:

I. BUSINESS & COMMERCIAL CLASSIFICATION (B-4)

The following statement of intent and use regulations shall apply to property subject to B-4 Classification, which includes the real property subject to this Supplemental Declaration, and other lots and tracts specifically designated as subject to the B-4 classification in other Supplemental Declaration(s) duly recorded in the records of the Iliamna Recording District.

A. The purpose of the B-4 classification is to encourage the establishment of areas for general commercial business uses which tend to meet the daily needs of the Keyes Point residents and to encourage the establishment of hotel/lodge facilities for public and commercial use. Districts subject to the B-4 classification are intended to be small and compactly designed.

B. All permitted principal uses and structures must comply with the provisions of this Article VII and be approved by the Architectural Review Board as provided in Article VIII, as made applicable to the subject property by the Supplemental Declaration. Subject to the foregoing, the permitted principal uses and structures are:

1. grocery stores, delicatessens and food specialty shops;
2. meat and seafood markets;

3. retail bakeries;
4. hardware stores;
5. shoe repair shops;
6. bookstores and card shops;
7. drugstores;
8. self-service laundry and dry cleaning;
9. beauty shops and barber shops;
10. restaurants, cafes and tearooms;
11. knit shops and dry goods;
12. photo and art studios;
13. post offices;
14. furriers, taxidermy and jewelry stores;
15. float plane bases and marinas;
16. aircraft and marine repair shops;
17. non-commercial parks and playgrounds;
18. government buildings in keeping with the character of the area;
19. libraries;
20. medical and dental offices;
21. law offices and offices of accountants and engineers;
22. other professions regulated under state law;
23. family residential and day care facilities;
24. insurance and real estate offices;
25. gasoline/service stations;
26. commercial recreation establishments;
27. bowling alleys, pool halls and amusement arcades;
28. private garages;
29. the raising of vegetables, produce and fruit crops, including a temporary stand for sale of products grown on the premises; provided that any temporary stand constructed for trade of products shall be subject to approval by the Architectural Review Board;
30. hotels and/or lodges;
31. personal and professional service establishments which are incidental to the operation of a hotel and/or lodge.

C. Permitted accessory uses and structures. Accessory uses and structures customarily incidental to any permitted principal uses listed in B above of this section. As a permitted principal use, one dwelling unit may be occupied as an accessory use.

D. Prohibited uses and structures:

1. drive-in eating establishments;

TAYLOR & HANLON, P.C.
237 EAST FIREWED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-8219
FAX (907) 276-1136

2. any use of any kind not permitted in this district which causes or may reasonably be expected to cause excessive noise, vibration, dust or other particulate matter, humidity, heat or glare at or beyond any lot line or the lot on which it is located. "Excessive" is defined for these purposes as a degree exceeding that generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to public health, safety, welfare or convenience;
3. dumping areas for garbage, rubbish, trash, junk vehicles, equipment or wreckage.
4. manufacturing, except in connection with articles for sale at retail on the premises.

E. Ground cover. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installments shall be left, to the maximum extent possible, in their natural undisturbed state or failing that, a state that is representative of the conservative utilization of nature.

F. Maximum lot coverage by all buildings shall not exceed ten (10) percent.

Section 2. Number of Structures. There shall be no more than one commercial structure on the subject property. A second structure may be permitted on the subject property, provided that it is a building designed and used for residential purposes. The residential structure, if one is constructed, may have more than one or more living units, and it may be used for rental purposes, or for housing employees of the owner or other employers.

Section 3. No structure shall be located nearer than 25 feet to any lot line.

Section 4. Sewage Disposal. All sewage disposal systems shall be designed, located and constructed in accordance with the requirements and standards of the Department of Environmental Conservation and any other governmental authority that may have jurisdiction at the time of the installation of such system.

Section 5. Subdivision of Lots. The subject property may not be subdivided.

Section 6. Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind may be used as a living area while located in the subdivision;

however, trailers or temporary structures may be used during initial construction or the adding of improvements on the subject property; provided that they shall be removed within a reasonable time upon completion of the construction.

Section 7. Quality and Maximum Height. Each building shall be substantial and permanent. No residence shall have a maximum height more than 25 feet above ground level. All buildings and structures shall be in harmony as to external design and location with surrounding structures and topography.

Section 8. Time for Construction. Construction of any building or structure in the subdivision must be completed within 18 months after written plans are approved by the Architectural Review Board and excavation for construction is commenced.

Section 9. Noxious and Offensive Activities. No noxious or offensive activities shall be permitted on the subject property, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots. Only approved commercial activity shall be permitted on the subject property. No hydroplanes, racing boats or other loud noxious activities shall be allowed to operate on or from any lot in the subdivision.

Section 10. Any generator used for electric power must be fitted with mufflers or otherwise silenced so as to create a minimum of noise. No generator shall be used to produce electric power, except on an emergency basis after electric power lines are installed adjacent to any lot, and the lines carry electric power available for purchase on a year round basis at a reasonable price.

Section 11. No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. No vicious dog shall be kept on any lot.

Section 12. Use of Sand and Gravel. No sand, gravel and rock may be removed from any subdivision lot for commercial purposes; and there shall be no use of sand and gravel and rock from within any subdivision lot for construction purposes, other than construction within such lot for sewer or water lines, access roads or non-commercial residential buildings. This section may not be amended, modified, or revoked without the consent of the Kijik Corporation.

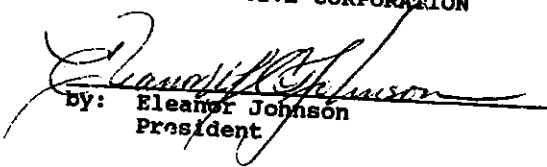
TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

Section 13. Utility Lines. Utility lines, including lines for electrical power and telephone service, shall be installed underground.

Section 14. Signs. All signs shall come under the control of the Architectural Review Board. Any signs must be approved by the Architectural Review Board before installation and be maintained by the sign owner in a manner acceptable to the Architectural Review Board. In general, signs shall conform to the natural surroundings, shall not exceed 4 feet in height by 8 feet in length by 2 feet in thickness, nor shall any sign be mounted so that any portion is more than 10 feet above the general surrounding ground level. Sign lighting, if any, shall be indirect and otherwise constructed to protect the integrity of the subdivision. No signs or bill boards shall be allowed on road or utility easements except for general information and directive signs and maps approved by the Architectural Review Board. Any sign not in compliance with this section shall be removed by the Architectural Review Board at the expense of the sign owner, provided that notice of non-compliance and order to remove must be given to the sign owner, in writing, at least ten (10) days before the Architectural Review Board removes the sign.

DATED this 16 day of April, 1996.

KIJIK CORPORATION, which took title as, and was formerly known as, NONDALTON NATIVE CORPORATION


by: Eleanor Johnson
President

TAYLOR & HANLON, P.C.
237 EAST FREWED LANE
SUITE 202
ANCHORAGE, ALASKA 99503
(907) 276-6210
FAX (907) 273-1136

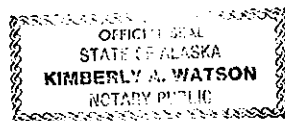
33-71
Iliamna Recording District

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 16 day of April, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Eleanor Johnson of Kijik Corporation, a corporation organized and existing under the laws of the State of Alaska, to me known to be the President of said corporation, and acknowledged to me that she signed the foregoing document freely and voluntarily for and on behalf of said corporation by authority of its Board of Directors for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Kimberly A. Watson
Notary Public, State of Alaska
My Commission Expires: 2 7 99



TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 276-1136

SUPPLEMENTAL DECLARATION OF COVENANTS
Re: Lot 1, Block 18, Keyes Point Subdivision
Iliamna Recording District
Page 9 of 9

96-85

RECORDED - FILE 39. cc	
Iliamna REC. DIST.	
DATE	April 17, 1996
TIME	8:30 A.M.
RECORDED BY	Pac Rim
ADDRESS	Title

00-5093 B3

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT**

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation, and is hereinafter referred to as the "Developer". It concerns the following described real property:

Tract One (1) and Tract Two (2), South Tracts Addition Keyes Point Subdivision, according to Plat No. ~~99-9~~, records of the Iliamna Recording District, State of Alaska. *99-2

Said property is hereafter referred to as "the South Tracts" or "the subject property".

WITNESSETH:

1. The Developer has recorded a certain declaration subjecting other real property within the Keyes Point Subdivision to various covenants, restrictions and conditions. Said declaration is entitled "Keyes Point Declaration of Covenants, Conditions and Restrictions," and was recorded on the 7th day of February, 1984, at Book 11, Pages ~~401~~ **401** 440-430 of the Iliamna Recording District. The aforesaid declaration is hereinafter referred to as the "Master Covenants".

2. Article II, Section 2(a) of the Master Covenants authorizes the Developer to record supplemental declarations subjecting additional properties to the Master Covenants.

TAYLOR & HANLON, P.C.
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ANCHORAGE, ALASKA 99503
(907) 576-6219
FAX (907) 276-1136

3. The Developer has recorded a supplemental declaration making the South Tracts subject to Articles I-VI and VIII-IX of the Master Covenants, but reserving for the future the right to record additional restrictions applicable to the South Tracts.

4. The Developer now wishes to record additional restrictions applicable to the South Tracts.

NOW THEREFORE, the Developer does hereby elect to cause the South Tracts to be presently and in the future held, transferred, sold, conveyed, and occupied subject to the following additional restrictions:

1. Article VII of the Master Covenants, as rewritten herein:

ARTICLE VII
PROTECTIVE COVENANTS REGARDING USE OF PROPERTY
OPEN SPACE AND SUPPORT AREAS

Section 1. Purpose. Property subject to these restrictions shall be held and used primarily for the dual purposes of preserving open space and for uses supportive of property bordering or nearby the subject property.

Section 2. Broad Discretion. The construction of improvements to the subject property, the subdivision of the subject property, and any substantial clearing of the subject property shall require pre-approval from the Architectural Review Board of the Keyes Point Property Owners Association (ARB hereinafter). In determining whether to approve or

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decline to approve any proposed construction, subdivision, or clearing of the subject property, the ARB shall be guided by the following principles:

(a) The intent of the Open Use and Support Area classification is to protect open areas at Keyes Point from intensive and concentrated development, but to authorize uses of the subject property that are supportive of the properties (and their owners and guests) bordering and in the near vicinity of the subject property.

(b) The extraction of gravel and subsurface resources, and the construction or placement of residential structures for caretakers, storage buildings, fuel storage tanks, and commercial facilities are all intended uses, provided that the same are intended to be used primarily by owners of properties that border and are in the immediate vicinity of the subject property.

(c) The density of development of the subject property shall be light and the primary use of the subject property shall be open space. Subdivision of the subject property shall be subject to the prior approval of the ARB, which shall permit subdivision if it finds that the purposes of this open space and supportive uses classification would not be negatively impacted, and that subdivision will not negatively impact the Keyes Point Subdivision taken as a whole.

(d) Article VIII of the Master Covenants generally provides for review of plans prior to construction, with time limits. Article VIII is modified as regards the subject

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Tracts 1 and 2, South Tracts Addition Keyes Point Subdivision
Iliamna Recording District
Page 3 of 5

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property so as to provide flexibility in regards to applications regarding uses of the subject property. In particular, but without limitation, automatic approval shall result only if the ARB fails to approve or disapprove plans, a proposal, or a use after failing to act within 90 days, and only in the event that its failure was not inadvertent; and the nature of the materials that need to be submitted shall be determined by the ARB on case by case basis depending on the circumstances.

Section 3. Quality and Maximum Height. No building or structure shall have a maximum height more than 25 feet above ground level. The term "maximum is intended to mean the maximum, and not the average. Buildings and structures shall be in harmony as to external design and location with surrounding buildings and structures and topography. Variances from the maximum height provided herein may be granted by the ARB when the ARB finds that the purpose of the restriction on maximum height would not be advanced by rigid application of the maximum height restriction, and when there is a demonstrated need for the requested variance.

Section 4. Noxious and Offensive Activities. No noxious or offensive activities shall be permitted on the subject property, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to owners of other lots in the Keyes Point subdivision in the enjoyment of their lots.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Tracts 1 and 2, South Tracts Addition Keyes Point Subdivision
Iliamna Recording District
Page 4 of 5

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BOOK 29 PAGE 494
Iliamna Recording District

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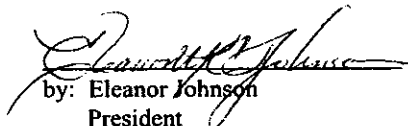
2000 OCT -5 A 11:02

ILIAMNA
RECORDING DISTRICT

2700 REQUESTED BY FATCO

DATED this 5th day of OCTOBER, 2000.

KIJIK CORPORATION, which took title as,
and was formerly known as, NONDALTON
NATIVE CORPORATION

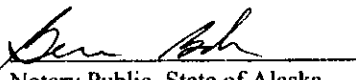

by: Eleanor Johnson
President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5th day of October, 2000, before me,
the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and
sworn, personally appeared Eleanor Johnson of Kijik Corporation, a corporation organized
and existing under the laws of the State of Alaska, to me known to be the President of said
corporation, and acknowledged to me that she signed the foregoing document freely and
voluntarily for and on behalf of said corporation by authority of its Board of Directors for
the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

After recording return to:
Taylor & Hanlon, P.C.
237 E. Fireweed Lane, Suite 302
Anchorage, AK 99503
Attn: Kneeland Taylor


Notary Public, State of Alaska
My Commission Expires: 6-1-2001

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CERTAIN PROPERTY AT KEYES POINT
RE: Tracts 1 and 2, South Tracts Addition Keyes Point Subdivision
Iliamna Recording District
Page 5 of 5

TAYLOR & HANLON, P.C.
237 EAST FIREWEED LANE
SUITE 302
ANCHORAGE, ALASKA 99503
(907) 276-6219
FAX (907) 279-1136

KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to subject the below-described real property and cause it to presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions. The real property subject to this Supplemental Declaration of Covenants, Conditions and Restrictions is described as follows:

Lot 13+14, Block 5, KEYES POINT SUBDIVISION,
Plat No. 84-2, records of the Iliamna Recording
District, Third Judicial District, State of Alaska.

DATED this 12 day of August, 1987.

DEVELOPER

KIJIK CORPORATION
formerly known as Nondalton
Native Corporation

By: [Signature]
Its: Vice President

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 12TH day of August, 1987, before me, the undersigned notary public in and for the State of Alaska, personally appeared Eleanor U. C. Johnson, known to me to be the Vice President of KIJIK CORPORATION, formerly known as Nondalton Native Corporation, and she acknowledge to me that she has read the same, knows the contents thereof, and signs the same on behalf of said corporation as its free and voluntary act, by authority of its board of directors, for the uses and purposes therein mentioned.

WITNESS MY HAND and seal the day and year in this certificate last above written.

Sarah T. Clambert
Notary public in and for Alaska
My commission expires: 2/10/90

87-517

RECORDED - FILED	10
ALASKA	
DATE	AUGUST 17, 1987
TIME	1:10 P.M.
Notarized by	ELSA
Address	CORD



ILIAMNA RECORDING DISTRICT
PLEASE RETURN TO:

KIJIK CORP.
4155 TUBE CTR. DR.
ANCHORAGE AK 99516
Attn: S. Clambert

VOLLINTINE, TAYLOR & CAREY
ATTORNEYS AT LAW
801 "B" STREET, SUITE 200
ANCHORAGE, ALASKA 99501
907-276-8143

**KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

In accordance with the provisions of the Keyes Point Declaration of Covenants, Conditions and Restrictions, recorded on the 7th day of February, 1984, at Book 11 of the Iliamna Recording District, Pages 401-430, specifically Article II, Section 2(a), Developer elects to subject the below-described real property and cause it to presently and in the future be held, transferred, sold, conveyed, and occupied subject to the above-described Keyes Point Declaration of Covenants, Conditions and Restrictions. The real property subject to this Supplemental Declaration of Covenants, Conditions and Restrictions is described as follows:

Lot 4, Block 5, KEYES POINT SUBDIVISION,
Plat No. 84-2, records of the Iliamna Recording
District, Third Judicial District, State of Alaska.

DATED this 12 day of Aug., 1987.

DEVELOPER

KIJIK CORPORATION
formerly known as Nondalton
Native Corporation

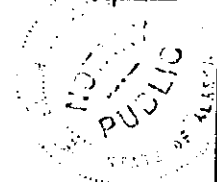
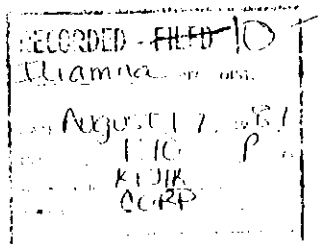
By: Flavor M.C. Johnson
KCS: Vice-President & Acting Pres.

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) SC.

THIS IS TO CERTIFY that on this 12th day of August, 1987, before me, the undersigned notary public in and for the State of Alaska, personally appeared Flavor M.C. Johnson, known to me to be the Vice President of KIJIK CORPORATION, formerly known as Nondalton Native Corporation, and she acknowledge to me that she has read the same, knows the contents thereof, and signs the same on behalf of said corporation as its free and voluntary act, by authority of its board of directors, for the uses and purposes therein mentioned.

WITNESS MY HAND and seal the day and year in this certificate last above written.

Sarah T. Clamphitt
Notary public in and for Alaska
My commission expires: 2/10/90



ILIAMNA RECORDING DISTRICT

KIJIK CORP. CTR. DR.
4155 TUBE AK 99516
ATTN: S. CLAMPHITT

PLEASE RETURN TO:

VOLLINTINE, TAYLOR & CAREY

ATTORNEYS AT LAW
801 "B" STREET, SUITE 200
ANCHORAGE, ALASKA 99501
907-276-8144

**KEYES POINT SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made by the undersigned Kijik Corporation, which acquired title as Nondalton Native Corporation. The Kijik Corporation is hereinafter referred to as the "Developer."

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Lot 8+9, Block 5, KEYES POINT SUBDIVISION,
Plat No. 84-2, records of the Iliamna Recording
District, Third Judicial District, State of Alaska.

DATED this 12 day of August, 1987.

DEVELOPER

KIJIK CORPORATION
formerly known as Nondalton
Native Corporation

By: [Signature]
Its: Vice President Acting Pres.

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

ss.

THIS IS TO CERTIFY that on this 12th day of August, 1987, before me, the undersigned notary public in and for the State of Alaska, personally appeared Elaine H.C. Johnson, known to me to be the Vice President of KIJIK CORPORATION, formerly known as Nondalton Native Corporation, and she acknowledge to me that she has read the same, knows the contents thereof, and signs the same on behalf of said corporation as its free and voluntary act, by authority of its board of directors, for the uses and purposes therein mentioned.

WITNESS MY HAND and seal the day and year in this certificate last above written.

Sarah T. Cloughett
Notary public in and for Alaska
My commission expires: 2/2/90

87-316

RECORDED - FILED	10
Iliamna REC. DIST.	
DATE	August 12 1987
TIME	1:11 P.M.
Represented by	KIJIK CORP.
Filed at	



ILIAMNA RECORDING DISTRICT

PLEASE RETURN TO:
KIJIK CORP.
4155 TUDOR CTR. DR.
ANCHORAGE AK 99516
ATTN: S. CLAMPHETT

VOLLINTINE, TAYLOR & CAREY
ATTORNEYS AT LAW
801 "B" STREET, SUITE 200
ANCHORAGE, ALASKA 99501
907-276-8144