

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
FIRST JUDICIAL DISTRICT AT JUNEAU

RAY M. COLLINS and CAROL J.)  
COLLINS, )

Plaintiff, )

vs. )

DAVID W. HALL and MARGARET R.)  
HALL Trustees, and their successors in )  
trust, of the D & M HALL COMMUNITY )  
PROPERTY TRUST, dated March 14,) )  
2005, and also all other persons or parties )  
unknown claiming a right, title, estate, lien,) )  
or interest in the real estate described in the )  
complaint in this action, )

Defendants. )

**COPY**  
Original Received

**JUL 29 2014**

Clerk of the Trial Courts  
By AM Deputy

Case No. 1JU-14-771 CI

**COMPLAINT**

Plaintiffs Ray M. Collins and Carol J. Collins, by and through counsel, Baxter Bruce & Sullivan P.C., allege and complain as follows:

1. Plaintiffs are, and at all times relevant herein have been, adult residents of the State of Alaska, First Judicial District, residing in Juneau, Alaska.

2. Defendant David W. Hall, Trustee, and his successors in trust, of the D & M HALL COMMUNITY PROPERTY TRUST, dated March 14, 2005, are, and at all times relevant herein have been, adult residents of the State of Alaska, First Judicial District, residing in Juneau, Alaska.

3. Defendant Margaret R. Hall, Trustee, and her successors in trust, of the D & M HALL COMMUNITY PROPERTY TRUST, dated March 14, 2005, are, and at all times relevant herein have been, adult residents of the State of Alaska, First Judicial District, residing in Juneau, Alaska.

BAXTER BRUCE & SULLIVAN P.C.  
P.O. Box 32819, Juneau Alaska 99803  
Ph: (907) 789-3166  
Fax: (907) 789-1913

BAXTER BRUCE & SULLIVAN P.C.  
P.O. Box 32819, Juneau Alaska 99803  
Ph: (907) 789-3166  
Fax: (907) 789-1913

1 4. Plaintiffs are, and at all times relevant herein have been, the owners of the  
2 property (hereinafter "the Collins property") described as follows:

3 Lot 14, Area 1, Colt Island Alaska Recreational  
4 Development, according to Plat No. 75-11, U.S. Survey No.  
5 1755, Juneau Recording District, First Judicial District,  
6 State of Alaska.

7 5. Plaintiffs acquired title to the Collins property by deed dated April 30,  
8 1990 and recorded June 1, 1990 in Book 331 at Page 671, a true and correct copy of  
9 which is attached hereto as Exhibit "1" and incorporated herein by reference as if set  
10 forth fully, and by deed dated February 12, 2013 and recorded February 13, 2013 at  
11 Serial No. 2013-001223-0, a true and correct copy of which is attached hereto as  
12 Exhibit "2" and incorporated herein by reference as if set forth fully.

13 6. Jurisdiction is proper pursuant to AS 22.10.020(a) and Rule 3, Alaska  
14 Rules of Civil Procedure, and venue is proper in this district because it is where the  
15 Collins property is situated and located, where the claim arose and where the defendant  
16 may be personally served.

17 7. Plaintiffs possess, and at all times relevant herein have possessed, the  
18 Collins property and have a right to the possession of it.

19 8. Defendants own and possess the land adjacent and contiguous to the  
20 Collins property. Defendants are, and at all times relevant herein has been, the owners  
21 of the property (hereinafter "the Hall property") described as follows:

22 Lot 15, Area 1, Colt Island Alaska Recreational  
23 Development, according to Plat No. 75-11, U.S. Survey No.  
24 1755, Juneau Recording District, First Judicial District,  
25 State of Alaska.

26 9. Defendants originally acquired title to the Hall property by deed dated  
27 July 15, 1994 and recorded July 18, 1994 in Book 409 at Page 767, a true and correct  
28 copy of which is attached hereto as Exhibit "3" and incorporated herein by reference as  
29 if set forth fully, as subsequently conveyed to their trust by deed dated March 14, 2005  
30 and recorded March 14, 2005 at Serial No. 2005-001967-0, a true and correct copy of



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P.O. Box 32819, Juneau Alaska 99803  
Ph: (907) 789-3166  
Fax: (907) 789-1913

1 which is attached hereto as Exhibit "4" and incorporated herein by reference as if set  
2 forth fully.

3 10. The Hall property and Collins property boundaries, as well as platted  
4 ingress and egress trails within Colt Island Recreational Development, were surveyed  
5 and monumented by J. W. Bean, Registered Land Surveyor No. 3650 ("Bean") on or  
6 about July, 2009.

7 11. The survey monuments put in the ground by Bean have been used by all  
8 owners of developed lots within Colt Island Recreational Development other than  
9 defendants as a basis for construction of recreational homes and business developments,  
10 as well as for establishment of access trails within the subdivision.

11 12. It is clearly evident that original home construction by defendants and  
12 their predecessors, conformed to the survey monuments established by Bean.

13 13. However, defendants then constructed a shop-generator building and an  
14 remodeled the outhouse originally built by a predecessor in title which, according to  
15 Bean's survey monuments in the ground and established long before Defendants began  
16 construction, encroach upon the Collins property.

17 14. Subsequent to such construction, Defendants obtained a survey from R &  
18 M Engineering which places the boundary lines in a different location than what Bean's  
19 survey monuments show.

20 15. A true and correct copy of the Record of Survey by R & M Engineering,  
21 filed as Plat No. 2012-32R on December 7, 2012, is attached hereto as Exhibit 5 and  
22 incorporated herein by reference as if set forth fully.

23 16. The above-mentioned Record of Survey by R & M Engineering attached  
24 hereto as Exhibit "5" also shows that Defendants 5' gravel path travels across the 20'  
25 Totem Pole Trail and onto Lot 15, Area 2.

26 17. Lot 15, Area 2, is where Totem Pole Trail actually exists.

27 18. The above-mentioned Record of Survey by R & M Engineering attached  
28 hereto as Exhibit "5" therefore substantiates that Totem Pole Trail is actually located  
29 approximately twenty feet (20.0') northeasterly of where it is shown on Exhibit "5."  
30

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P.O. Box 32819, Juneau Alaska 99803  
Ph: (907) 789-3166  
Fax: (907) 789-1913

1 19. A dispute exists between plaintiffs and defendants concerning the  
2 boundary lines of the Collins property.

3 20. Plaintiffs have had the Collins property surveyed by Bean on two  
4 different occasions.

5 21. On or about June 28, 2013, Defendants trespassed onto the Collins  
6 property and removed the marker establishing the outhouse encroachment, and  
7 tampered with personal property located on plaintiffs' property.

8 22. All of defendants' entry onto the Collins property has been intentional,  
9 without privilege and without plaintiffs' consent.

10 23. On or about January 25, 1977, protective covenants (hereinafter  
11 "protective covenants") were recorded in Book 128 Page 934, a true and correct copy  
12 of which are attached hereto as Exhibit "6" and incorporated herein by reference as if  
13 set forth fully.

14 24. Defendants' outhouse dumps raw sewage directly into a hole in the  
15 ground and does not have a self-contained chemical holding tank.

16 25. Defendants' shop generator building and outhouse have been constructed  
17 such that they encroach over the property lines established by Bean and onto the Collins  
18 property, and outside of the set-back requirements established in the protective  
19 covenants.  
20

21 **COUNT I – DECLARATORY JUDGMENT RE BOUNDARY LINES**

22 26. Plaintiffs reallege paragraphs 1 through 25 herein.

23 27. Defendants' acts and omissions entitle plaintiffs to a declaratory  
24 judgment that the survey monuments placed by Bean as set forth in paragraphs 10 and  
25 11 herein correctly set forth the boundary lines of the Collins property.

26 **COUNT II – QUIET TITLE**

27 28. Plaintiffs reallege paragraphs 1 through 27 herein.

28 29. Defendants' acts and omissions entitle plaintiffs to an order confirming  
29 their claim to ownership of the Collins property with the boundaries indicated by the  
30 survey monuments placed by Bean as set forth in paragraphs 10 and 11 herein.



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P.O. Box 32819, Juneau Alaska 99803  
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**COUNT III – ESTABLISHMENT OF BOUNDARIES**

30. Plaintiffs reallege paragraphs 1 through 29 herein.

31. Defendants’ acts and omissions entitle plaintiffs to an order confirming the boundaries of the Collins property as indicated by the survey monuments placed by Bean as set forth in paragraphs 10 and 11 herein.

**COUNT IV – RECOVERY OF POSSESSION**

32. Plaintiffs reallege paragraphs 1 through 31 herein.

33. Defendants’ acts and omissions entitle plaintiffs to recovery of possession of the Collins property with the boundaries indicated by the survey monuments placed by Bean as set forth in paragraphs 10 and 11 herein and to damages for defendants’ withholding of such possession.

**COUNT V – TRESPASS**

34. Plaintiffs reallege paragraphs 1 through 33 herein.

35. Defendants’ acts and omissions entitle plaintiffs to recovery for trespass.

**COUNT VI – DECLARATORY JUDGMENT RE PROTECTIVE COVENANTS**

36. Plaintiffs reallege paragraphs 1 through 35 herein.

37. Defendants’ acts and omissions entitle plaintiffs to a declaratory judgment that defendants’ outhouse violates the protective covenants.

**COUNT VII – DECLARATORY JUDGMENT RE SET-BACK REQUIREMENTS**

38. Plaintiffs reallege paragraphs 1 through 37 herein.

39. Defendants’ acts and omissions entitle plaintiffs to a declaratory judgment that defendants’ shop generator building and outhouse violate the set-back requirements in the protective covenants.

WHEREFORE, plaintiffs pray for judgment against defendants as follows:

1. For Count I, a declaratory judgment that the boundary lines established by Bean as set forth in paragraphs 10 and 11 herein correctly set forth the boundary lines of the Collins property.

1           2.     For Count II, an order confirming plaintiffs' claims to ownership of the  
2 Collins property with the boundary lines established by Bean as set forth in paragraphs  
3 10 and 11 herein.

4           3.     For Count III, an order confirming the boundary lines of the Collins  
5 property established by Bean as set forth in paragraphs 10 and 11 herein.

6           4.     For Count IV, an order restoring plaintiffs' possession of the Collins  
7 property with the boundary lines established by Bean as set forth in paragraphs 10 and  
8 11 herein.

9           5.     For Count IV, an award of damages in excess of \$25,000.00, the exact  
10 amount to be proven at trial.

11           6.     For Count V, an award of damages in excess of \$25,000.00, the exact  
12 amount to be proven at trial.

13           7.     For Count VI, a declaratory judgment that defendants' outhouse violates  
14 the protective covenants.

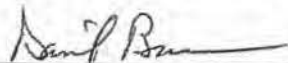
15           8.     For Count VII, a declaratory judgment that defendants' shop generator  
16 building violates the set-back requirements.

17           9.     An award of interest, costs and attorneys' fees as allowed by law.

18           10.    Such other relief as is appropriate.

19           DATED this 29<sup>th</sup> day of July, 2014 at Juneau, Alaska.

20  
21  
22                   BAXTER BRUCE & SULLIVAN P.C.  
23                   Attorneys for Plaintiff

24           By:   
25                   Daniel G. Bruce, ABA No. 8306022

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27  
28  
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30  
BAXTER BRUCE & SULLIVAN P.C.  
P.O. Box 32819, Juneau Alaska 99803  
Ph: (907) 789-3166  
Fax: (907) 789-1913





CC

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2013-001223-0

Recording District 101 Juneau  
02/13/2013 10:32 AM Page 1 of 2



AETIA 44278 STATUTORY WARRANTY DEED

THE GRANTORS, **BURKE D. BARTON** and **KATRINA W. LANEVILLE**, husband and wife, of 8751 Dudley Street, Juneau, Alaska 99801, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to the GRANTEES, **RAY M. COLLINS** and **CAROL J. COLLINS**, husband and wife as tenants by the entirety, of 3251 Pioneer Avenue Juneau, Alaska 99801, all of Grantors' interest in the following described real property, situated in the Juneau Recording District, First Judicial District, State of Alaska:

Lot 14, Area 1, Colt Island Alaska Recreational Development, according to Plat No. 75-11, U.S. Survey No. 1755, Juneau Recording District, First Judicial District, State of Alaska.

SUBJECT TO:

1. Reservations and exceptions as contained in the U.S. Patent and acts relating thereto.
2. Any prohibition of or limitation of use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any portion thereof which is now or formerly may have been covered by water, and the rights of the public as set forth in Alaska statutes 38.05.128.
3. Terms, provisions and reservations under the Submerged Land Act (43 USC 1301, 67 Stat. 29) and the Enabling Act (Public Law 85-508, 72 Stat. 339).
4. Paramount rights and easements in favor of the United States to regulate commerce, navigation, fishing and the production of power.

Ray M. Collins, Statutory Warranty Deed, 5309-002, 2/12/2013  
Page 1 of 2



5. Easements and notes as shown on Plat No. 75-11.
6. Covenants, conditions, and restrictions, including the terms and provisions thereof, recorded January 25, 1977 in Book 128 at Page 934.
7. Reservations contained in Deed recorded February 14, 1977 in Book 129 at Page 251.

DATED this 12 day of February, 2013.

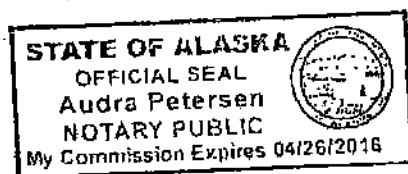
Burke D. Barton  
**Burke D. Barton**

Katrina W. Laneville  
**Katrina W. Laneville**

STATE OF ALASKA            )  
   : ss.  
 FIRST JUDICIAL DISTRICT    )

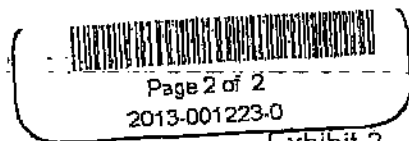
THIS IS TO CERTIFY that on this 12<sup>th</sup> day of February, 2013, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Burke D. Barton and Katrina W. Laneville**, to me known and known to me to be the persons named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Audra Petersen  
 Notary Public, State of Alaska  
 My commission expires: 04/26/2016

After recording return to:  
 GRANTEE



22468  
Title Insurance Agency  
9097 Glacier Highway  
Juneau, Alaska 99801  
(907) 789-1671 FAX 789-2375

THIS SPACE RESERVED FOR RECORDERS USE

Filed for Record at Request of and Return to:

Name: DAVID W. HALL and MARGARET R. HALL  
Address: P.O. BOX 20923  
City, State, Zip: JUNEAU, ALASKA, 99802

**STATUTORY WARRANTY DEED**

THE GRANTOR, **GEORGE L.M. FISHER**, a married man, of 121 SLIM WILLIAMS WAY, JUNEAU, AK 99801,

for and in consideration of **TEN DOLLARS** and other valuable consideration

in hand paid, conveys and warrants to **DAVID W. HALL and MARGARET R. HALL**, tenants by the entirety

the following described real estate, situated in the JUNEAU Recording District, First Judicial District, State of Alaska:

**Lot Fifteen (15), Area One (1), Colt Island Recreational Development according to Plat 75-11, U.S. Survey 1765, Juneau Recording District, First Judicial District, State of Alaska**

**SUBJECT HOWEVER**, to any easements, reservations, covenants, conditions, restrictions, plat notations, patent reservations, exceptions, right-of-way and agreements of record.

Dated **JULY 15, 1994**

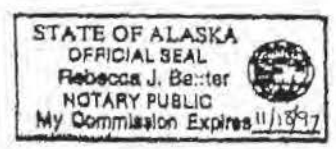
*George L.M. Fisher*  
\_\_\_\_\_  
GEORGE L.M. FISHER

State of ALASKA )  
                                  )ss.  
FIRST JUDICIAL DISTRICT )

On this day personally appeared before me **GEORGE L.M. FISHER AND** to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal hereto affixed the day and year first above written.

*Rebecca J. Baxter*  
\_\_\_\_\_  
Notary Public for ALASKA  
My Commission Expires:



94-005671  
1500 cc  
JUNEAU REC. DISTRICT  
REQUESTED BY TIA

'94 JUL 18 AM 8 48



2005-001967-0

Recording Dist: 101 - Juneau  
3/14/2005 3:21 PM Pages: 1 of 2

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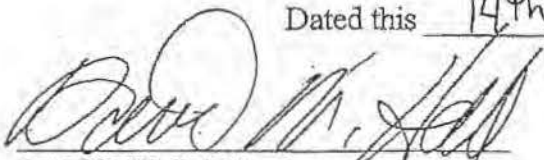
STATUTORY WARRANTY DEED

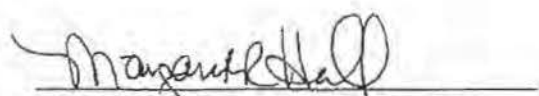
DAVID WALTER HALL, and MARGARET RUTH HALL, Grantors, whose address is 8310 Counterpane Lane, Juneau, AK 99801, pursuant to §34.15.030, Alaska Statutes, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grant, convey, and warrant to Grantees, DAVID W. HALL, and MARGARET R. HALL, Trustees of the D & M HALL COMMUNITY PROPERTY TRUST, Dated March 14, 2005, and Successors, whose address for receipt of notice is, 8310 Counterpane Lane, Juneau, AK 99801, the following real property situated in the Juneau Recording District, First Judicial District, State of Alaska and more particularly described as:

Lot Fifteen (15), Area One (1), Colt Island Recreational Development according to Plat 75-11, U.S. Survey 1755, Juneau Recording District, First Judicial District, State of Alaska.

Subject to any easements, reservations, covenants, conditions, restrictions, plat notations, patent reservations, exceptions, right-of-way and agreements of record.

Dated this 14<sup>th</sup> day of MARCH, 2005.

  
\_\_\_\_\_  
DAVID W. HALL, Grantor

  
\_\_\_\_\_  
MARGARET R. HALL, Grantor

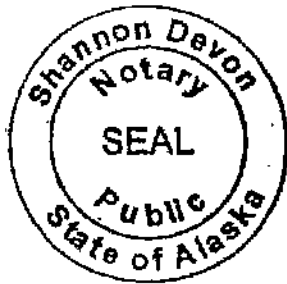
STATE OF ALASKA            )  
  ) ss.  
FIRST JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 14<sup>th</sup> day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared David W. Hall and Margaret R. Hall, to me known and known to me to be



the identical individuals described in and who executed the within Statutory Warranty Deed and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



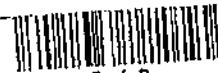
A handwritten signature in cursive script, appearing to read "Shannon Devon", written over a horizontal line.

Notary Public, State of Alaska

My commission expires: 2/14/08

Record in the Juneau Recording District  
AFTER RECORDING RETURN TO:

Paul M. Hoffman  
Robertson, Monagle & Eastaugh  
801 W. 10<sup>th</sup> Street, Suite 300  
Juneau, AK 99801

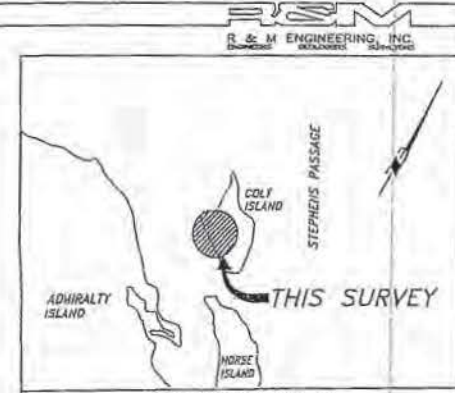
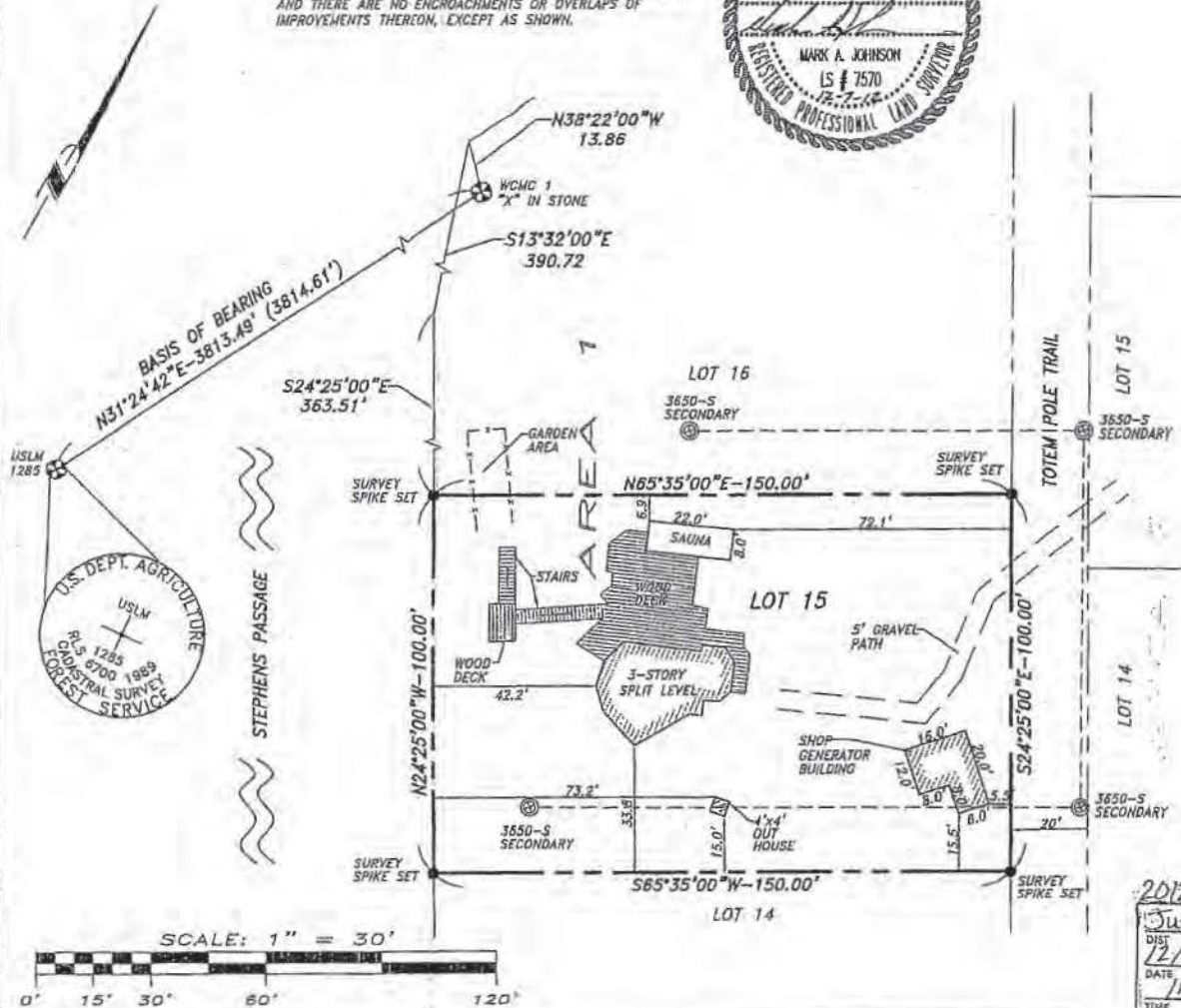


2 of 2

2006-001987-0

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF LOT 15, AREA 1, COLT ISLAND RECREATIONAL DEVELOPMENT IN U.S. SURVEY NO. 1755, AND THAT ALL WALKS, ROADS, EASEMENTS AND IMPROVEMENTS APPEARING ON THE LAND ARE AS SHOWN, AND THERE ARE NO ENCROACHMENTS OR OVERLAPS OF IMPROVEMENTS THEREON, EXCEPT AS SHOWN.



**VICINITY MAP**

SOURCE: U.S.G.S. QUADRANGLE JUNEAU (8-5) SE, ALASKA NOT TO SCALE

**GENERAL NOTES**

1. THE BASIS OF BEARING FOR THIS SURVEY WAS BETWEEN RECOVERED WCMC 1, U.S. SURVEY 1755 AND RECOVERED U.S.L.M. 1285, U.S. SURVEY 1285, HAVING A RECORD BEARING OF N51°24'42"E.
2. RECORD INFORMATION DENOTED BY THIS PLAT WAS DERIVED FROM PLAT OF U.S. SURVEY 1755 AND U.S. SURVEY 1285, PLAT 75-11, COLT ISLAND RECREATIONAL DEVELOPMENT, ON FILE IN THE JUNEAU RECORDING DISTRICT OFFICE.
3. WHERE RECORD SURVEY COURSES (BEARINGS AND/OR DISTANCES) DIFFER FROM THAT OF ACTUAL MEASURED AND/OR COMPUTED SURVEY COURSES THE RECORD SURVEY COURSE IS SHOWN WITHIN PARENTHESES WHILE THE ACTUAL MEASURED AND/OR COMPUTED SURVEY COURSE IS SHOWN WITHOUT PARENTHESES.
4. PROPERTY SUBJECT TO EASEMENTS OF RECORD DENOTED BY THIS SURVEY OR NOT.

**RECORD OF SURVEY OF LOT 15, AREA 1 COLT ISLAND RECREATIONAL DEVELOPMENT U.S. SURVEY 1755 JUNEAU RECORDING DISTRICT**

2012-32  
 JUNEAU DIST  
 12/9/2012  
 DATE 11:04 AM  
 TIME

**OWNER:**  
 DEM HALL COMMUNITY PROPERTY TRUST  
 DAVID W HALL TTE  
 MARGARET R HALL TTE  
 8510 COUNTERPANE LN.  
 JUNEAU, ALASKA 99801

**SURVEYOR:**  
 MARK A. JOHNSON, L.S.  
 R&M ENGINEERING, INC.  
 6205 GLACIER HIGHWAY  
 JUNEAU, ALASKA 99801

SCALE: 1"=30'  
 DATE: DEC. 7, 2012  
 FIELD SURVEY DATE: SEPT. 21, 2012

SHEET 1 OF 1  
 R&M PROJ. No. 121791

COLT ISLAND ALASKA RECREATIONAL DEVELOPMENT  
DECLARATION OF PROTECTIVE COVENANTS  
PLAT NO. 75-11  
JUNEAU RECORDING DISTRICT, ALASKA  
USS 1755

BOOK 128 PAGE 934  
Recording District

This DECLARATION, made this eleventh day of June, 1976, by Alaska Trust Deed & Mortgage Brokers Inc., and Associates, hereinafter called the DECLARANT, as per that certain contract dated 15 May 1976, copies of which are on file in the Declarant's office, is herewith recorded and adapted as a Protective Covenant to run with the land and each Lot and/or Tract therein, so as to provide a recorded guide describing the conditions under which each prospective lot purchaser agrees to purchase and use each lot with the assurance of the enjoyment of the total recreational facilities with no greater restriction upon the free and undisturbed use of his property than is necessary to insure the same advantages to all other Lot owners, Tract owners, potential lodge members, and/or the related commercial facilities, as provided in this Covenant, which may be constructed from time to time.

WHEREAS, the Declarant intends to sell, dispose of, or convey from time to time all or a portion of Lots or Tracts in said Plat No. 75-11, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions, (hereinafter referred to as "Conditions"), between itself and the acquirers and/or users of the Lots and Tracts in said Plat.

NOW, THEREFORE, the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, development, and improvement of said Plat Number 75-11, recorded of Colt Island, Survey USS 1755, and that:

THIS DECLARATION is designed for mutual benefit of the Lots and Tracts in said Plat and that the Declarant has fixed and does hereby fix the protective conditions upon, and subject to which, all Lots and Tracts of said Plat, and all interests therein shall be held, leased, or sold and/or conveyed by the owners thereof. Each and all of which said conditions are for the mutual benefit of the Lots and Tracts, in said Plat and of the owners and/or the users thereof, and shall run with the land and shall pass with each such Lot and Tract of land in said Plat, and shall apply to and bind the respective successors in interest thereof, and further are imposed upon each and every Lot, Tract, or individual portion of said Plat as a mutual equitable servitude in favor of each and every other Lot, Tract, or individual portion of land therein as the dominant tenant, and in favor of this Declaration.

THE CONDITIONS OF USE ARE AS FOLLOWS:

THAT all of the Lots and Tracts in this Plat, and the use thereof shall be improved, used, and occupied in accordance with the provisions below:

|                                 |   |
|---------------------------------|---|
| Area #1 -- 1 thru 18 -- 18 Lots |   |
| Area #2 -- 1 thru 34 -- 34 Lots |   |
| Area #3 -- 1 thru 21 -- 21 Lots |   |
| Area #4 -- 1 thru 34 -- 34 Lots |   |
| TOTAL                           | 107 Lots - Recreational Cabin Sites (1 cabin per lot) |
|                                 | 6 Tracts #A thru F (See page 2)                       |
|                                 | 2 Access Areas  |
|                                 | 115   |

- Tract A: Commercial Use: Including all rights to tidelands and accretions as may exist, however, subject to the provisions of General Provisions Number 1 page 2. Under Study. (Caretakers and/or lodge related facility)
- Tract B: Commercial Use: Including all rights to tideland, and accretions as may exist, however, subject to the provisions of General Provisions Number 1 page 2.
- Tract C: Commercial Use: Including all rights to tidelands and accretions as may exist, however, subject to the provisions of General Provisions Number 1 page 2. Sawmill Site for a period of five (5) years.
- Tract D: Commercial Use: Including all rights to tideland, and accretions as may exist, however, subject to the provisions of General Provisions Number 1 page 2. Under Study.
- (1) Boat Harbor
    - a. Boat stalls
    - b. Fuel (gas and diesel, propane)
    - c. Store (general)
    - d. Restaurant/bar/liquor store
    - e. Rental cabins and/or rooms
    - f. Seaplane float
    - g. Repair shop
    - h. Commercial fisheries buying & selling and processing facility



Tract D: Lodge Site, Commercial Use: Including all related facilities  
1. The original Lodge charter may provide for a total membership not to exceed 1,000 members.

Tract F: Including beach area, and embracing land with tidelands and accretions, as may exist. Reserved for the recreational use under the direction and control of the Declarant, and/or the Association.  
Access areas, trail and paths will be used for ingress and egress for the benefit of all Lot and Tract owners, Lodge Members, and guests.

Note: The Development of the boat harbor and other on Tracts B & E is strictly speculative. These improvements will depend entirely on market interest, sales potential and available investment capital. No claim is made herewith by the Declarant that these facilities will be completed.

GENERAL PROVISIONS

1. Included with the purchase of each Lot or Tract upon the privilege of all owners, members and guests to walk across any portion of Tract F along paths and trails and access areas, as shown on Plat #75-11, Recorded 16 July 1975, the beach area, and the embracing land, and further to enjoy the use of the facilities provided thereon on a first come first served basis in accordance with the provisions as set forth by the Declarant and/or the Association. It is further provided herewith that Tracts A, B, C, D, E, and all Lot owners, shall always provide access for the benefit of all Lot and Tract owners, Lodge members, and guests, to walk across the tidelands abutting said lots and tracts.
  - A. Each Lot or Tract owner may authorize guests and bring guests. Lot owner will be responsible for the activity of their guests and also in direct association with this privilege agree herewith to sign the necessary documents releasing the Island Development Association, the Colt Island owner, and Colt Island, of any liability incurred through the use by themselves or their guest of any and all access areas, trails, paths, in the land, water, and facilities on or embracing Colt Island.
  - B. Regulations governing guests may be established by an Association of Lot and Tract owners at a later date.
  - C. No dues or assessments will be charged by the Declarant. A majority vote of said Lot and Tract owners may establish dues if desired, at a later date.
  - D. Provisions for an easement are provided in and across Tract F, for a possible water line and a subterranean leaching field for the benefit of Tract E. The exact location and design to be determined at a future date.
2. Cutting Fees
  - A. No trees may be cut on Colt Island without the permission of the Declarant or the Association.
3. Temporary living while constructing cabin.
  - A. Trailers, campers, or job shacks are not allowed on Colt Island unless approved by the Declarant or the Association. Approval will be granted only on a year-to-year basis during the construction of a cabin. These temporary facilities must be removed after the cabin is occupied.
  - B. Continued living in a temporary structure will not be allowed.
4. Wells
  - A. A well or surface water system may be dug on individual Lots or Tracts down to bedrock. No wells will be drilled into bedrock on any Lot or Tract without a permit from the Declarant or the Association.
  - B. The water supply of the spring adjacent to Tract B in the access area between Tract A and B will be shared equally for domestic use by all of the Lot and Tract owners.
5. Building Set Back
  - A. All cabins, buildings, and storage facilities of any type must be at least 20 feet from any Lot line.
  - B. No cabin will be built forward of the tree line on any Beach fronting Lot.
6. A cabin must be finished on the outside before it is occupied. Tar paper or building paper is not considered finished.

7. A neatly-fenced service yard is required on each Lot or Tract for the enclosure of service items, storage of tools and equipment, and refuge.
8. Trails, paths, and access areas are for the purpose of ingress and egress only, except where the picnic pavilion is presently located in the access area between Tract A and B and further except that the use of the access area between Tract B and C will remain in the control of the owner of Tract B. Provided however, the owner of Tract B will grant appropriate easements for foot traffic across said access area for the benefit of all Lot and Tract owners, lodge members, and guests.
9. Each buyer is responsible for compliance with the State of Alaska and Federal regulations as they apply to sewer and waste disposal. Inlet facilities will be of the self-contained chemical holding tank, unless an alternate system is approved in advance by the Environmental Conservation Agency and the Declarant or the Island Development Association. Ref: Environmental Conservation Register 47, Title J8, Chapter 72, dated October 1973.
10. Cats or dogs will not be allowed on the trails, the paths, or the common land or beach land unless on a leash at all times. Any animal which creates or causes a nuisance will not be allowed on Cott Island.
11. Roofing material will be either wood shingles, wood shakes, composition shingles, or artificial shakes or shingles. Metal roofing will be allowed only if colored.
12. Power plants or generators which operate continually must be muffled so as not to create a nuisance.
13. The Declarant reserves the right to ceplat the alignment of the Sourdough Trail, thereby moving said trail easement onto Tract F and Tract E and further to adjust the lot lines of some of the lots in area 2 and 4 thereby making some of the lots deeper but in no case more than 150' in depth.
14. Cott Island is located outside of the Greater Juneau Borough, therefore purchasers are responsible for filing their Statement of Real Property Ownership, Alaska Division of Lands Form #10-115 (112)
15. A plot showing the location of all improvements placed on any Lot or Tract, including measurements to all property lines, will be provided by the owner to the Declarant or the Association prior to commencement of construction upon said Lot or Tract.

#### RECREATIONAL ASSOCIATION

AFTER 80% of the Lots and Tracts have been sold and paid for in full, an Association may be formed from the land owners and the Declarant, or its appointee, for the purpose of administering and governing Cott Island. The name of this Association if formed will be the "Cott Island Alaska Recreational Association" (hereinafter referred to as the Association).

THE BOARD OF DIRECTORS of the Cott Island Alaska Recreational Association will be appointed by the Lot and/or Tract owners. This Board will include seven (7) persons: The Declarant or its appointee, and six (6) Lot or Tract owners appointed by the Lot or Tract owners by an election. If and when the lodge association is formed, then two (2) members will be elected from the lodge membership, making a total of nine (9) members. The duration of office for elected members will be for three (3) years. The Declarant or its appointee will serve permanently on this board.

THE ASSOCIATION shall determine whether the Conditions contained in this Declaration are being complied with.

THE ASSOCIATION shall adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any Lot and Tract owner. Said Association shall, by a majority vote, elect one of its members as chairman and one of its members as secretary, and the duties of such chairman and secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Association regulating its procedure may be changed by said Association from time to time by majority vote and none of said rules or regulations shall be deemed to be any part or portion of said conditions, unless specifically stated as provided in "Amendment to these Covenants".



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COVENANTS AND CONDITIONS

The Declarant of the Recreational Association hereby covenants and conditions that the Declarant shall provide approval from a majority of the lot owners and purchasers participating in the matter of said instruments and shall not be bound by said instruments if a majority of the lot owners...

DURATION

The covenants and conditions of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date that these covenants and conditions were recorded. If the covenants and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lot owners...

NOTICES

Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent if mailed post paid to the last known address of the person who appears as owner on the records of the Declarant at the time of such mailing.

ENFORCEMENT

In the event of any existing or threatened violation of any of the conditions or other provisions of this Declaration, the Declarant or any person, firm or corporation whom the Declarant may have assigned the title of any owner of any lot or portion of the land may file a complaint by sending a notice of such violation to the Declarant and/or the Association and to the alleged violator by registered mail, return receipt requested, and a suggested remedy. Within 30 days of receipt of such notice a special meeting of the Board will be called where the matter will be presented and a decision will be rendered. If this remedy is not satisfactory, then an action will be taken by all the registered lot owners and tract owners. The outcome of such action shall be final.

IN WITNESS WHEREOF, A TRUST DEED AND MORTGAGE BROKERS, JUNIOR AND ASSOCIATE, has caused this Declaration to be signed and sealed this 27th day of August, 1977.

Attest: [Signature] Notary Public

I have read these covenants and conditions to the contents thereof. I, my individual person, agree to and will comply with the rules and regulations and provisions hereof.

77-0369

RECORDED FILED  
JUL 28 1977  
COUNTY OF WASHINGTON  
ADDRESS: [illegible]

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF WASHINGTON

On this \_\_\_\_\_ day of \_\_\_\_\_, 1977, I, \_\_\_\_\_, Notary Public in and for the State of Washington, did command and caused to be subscribed and signed in my presence and in the presence of \_\_\_\_\_, a competent person known to be the person named in the foregoing instrument, and the said person acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed and that he was duly authorized to execute the same. My commission expires on \_\_\_\_\_.