

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

BOOK 128 PAGE 934  
Juneau 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 interest 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
	<u>115</u>

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 E: 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 lodge on Tracts D & E is strictly speculative. These improvements will depend entirely on buyer 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 goes 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, F, 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. Each 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 owners, and Colt Island, of any liability incurred through the use by themselves or their guest of any and all access areas, trails, paths, or the land, waters, 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 trees
  - 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.

- \*Tract E: 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 lodge on Tracts D & E is strictly speculative. These improvements will depend entirely on buyer 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 goes 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, F, 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. Each 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 owners, and Colt Island, of any liability incurred through the use by themselves or their guest of any and all access areas, trails, paths, or the land, waters, 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 trees
  - 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 easement 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. Toilet 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 18, 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 Colt 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 replat 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. Colt 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 plat 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 Colt Island. The name of this Association if formed will be the "Colt Island Alaska Recreational Association" (hereinafter referred to as the Association).

THE BOARD OF DIRECTORS of the Colt 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 in these Covenants".

AMENDMENTS IN THESE COVENANTS

The Declarant or the Recreational Association may make amendments in this covenant provided approval from a majority of the Lot and Tract owners and purchasers pertaining to the matter of said amendment is obtained, and further, that said amendment is recorded with these documents.

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-five years from the date these covenants and conditions are recorded. At that time, the Covenants and Conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots and Tracts, has been recorded agreeing to discontinue the Covenants and Conditions in whole or in part.

NOTICES

Any notice required to be sent to any owner 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 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, any person, firm, or corporation to whom the Declarant may have assigned the right, or any owner of any Lot or Tract on Colt Island may file a complaint by sending a registered or certified notice to the Declarant and/or the Association and to the alleged violator outlining the nature of the violation and a suggested remedy. Within 30 days of receipt of said notice a special meeting of the Board will be called, where the matter will be presented. A ruling will be rendered. If this ruling is not satisfactory then a vote will be taken by all the registered Lot and Tract owners. The outcome of this vote will be final.

IN WITNESS WHEREOF, ALASKA TRUST DEED AND MORTGAGE BROKERS, INC. AND ASSOCIATES, the Declarant, this 24<sup>th</sup> day of JANUARY 1977.

By [Signature]  
Alaska Trust Deed & Mortgage Brokers, Inc.

I have read these Covenants and attest to the contents thereof. By my signature hereon I agree to and will comply with the rules and regulating provisions herein.

77-0309  
1100  
RECORDED-FILED  
JUNEAU REC.  
DISTRICT  
JAN 25 11 22 AM '77  
RECORDED BY TACO  
ADDRESS #32681

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

STATE OF ~~WASHINGTON~~  
First Judicial District } ss.  
~~COXXXXXX~~

On this 24 day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Howard H. Lockwood and \_\_\_\_\_ Secretary, respectively, of Alaska Trust Deed and Mortgage Brokers, Inc.

to me known to be the President and \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

[Signature]  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires August 29, 1979