

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
RAINBOW RECREATIONAL SUBDIVISION

This declaration is made and hereinafter set forth by Raymond A. Nesbett and Richard A. Sjoden, d/b/a RAINBOW ENTERPRISES, a partnership, which partnership shall hereinafter be referred to as the "Declarant."

WHEREAS, the Declarant is the owner of the following described property:

All and the whole of Lots 1 through 44 of the RAINBOW RECREATIONAL SUBDIVISION, according to that plat dated April 1, 1977 and recorded in the Iliamna Recording District, Third Judicial District, State of Alaska.

AND, WHEREAS, it is the desire and intention of Declarant to use and sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract designated above and the future owners of those lands,

NOW, THEREFORE, the Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

1. Land Use. No lot shall be used except for residential purposes. No building shall be commenced, erected, altered, placed, or maintained upon the lots other than one detached single family dwelling not to exceed two stories in height, measured at or above ground level, not counting a basement or daylight basement.

2. Building Location.

(a) No building shall be located on any lot nearer than 30 feet to the front or rear lot line, or nearer than 20 feet to any side lot line. The setback requirement for a waterfront lot shall be measured horizontally from the farthest point inland at which the lot intersects with the adjoining beach formed by present or previous high water marks.

(b) The Architectural Control Committee may reduce the minimums set out in (a), above, on individual lots which present development problems due to topography or lot sizes.

3. Easements. Easements providing for access are reserved as shown on the recorded plat. Within these easements, no structure or other material shall be placed or permitted to remain, and the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company may be responsible.

4. Signs. No sign of any kind shall be displayed to the public view on any lot.

5. Animals. No animals, sled dogs, livestock or poultry of any kind shall be raised, bred, or kept on any lot, excepting that two dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the other properties or owners.

7. Type of Structures. No housetrailer, travel trailer, Winnebago, shack, quonset hut or similar structure shall be used on any lot at any time for any purpose. All structures shall be of natural wood exterior which shall be finished or painted in subdued colors (such as brown or green) so as to blend and harmonize with the surroundings.

8. Tanks. Any tanks for use in connection with any residence constructed on the premises, including tanks for the storage of fuels, must be safely buried or walled behind the front building set-back line sufficiently to conceal and protect the tank.

9. Waste materials. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such matter shall be kept in sanitary containers or shall be buried, as appropriate.

10. Sewage and water facilities. All on-site sewage and water systems shall conform to the statutes and regulations of the State of Alaska or of any other municipality, borough or governmental agency.

11. Trees. No trees may be removed from any lot except those trees necessary for clearing a construction site for the dwelling to be constructed on that lot. It is the intent of this provision that all persons purchasing lots shall do their utmost to maintain the trees and the natural wooded surroundings of their properties. In the event of excess removal of trees on any lot, the owner shall be responsible to replant and maintain live trees to the satisfaction of the Architectural Control Committee at his own expense. Any lot recontouring shall be done only with the written approval of the Architectural Control Committee.

12. Fences. No fences or other obstructions shall be constructed on any lot.

13. Storage. All vehicles, including snowmachines, all-terrain vehicles, and cross-country vehicles of any type, and all other similar types of property must be stored, kept, located and maintained behind the front building set-back line.

14. Architectural control. No building, wall or other structure shall be commenced, erected or maintained upon any lot, nor any tree cut thereon, nor shall any exterior addition to or change or alteration to any structure be made, until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by a majority of the Architectural Control Committee. The Architectural Control Committee is composed of the following members:

1. Raymond A. Nesbett, 637 West Third Avenue,  
Anchorage, Alaska, 99501.
2. Richard A. Sjoden, 1326 West 15th Avenue,  
Anchorage, Alaska 99501.
3. Daniel Renshaw, P.E., 519 West Eighth Avenue,  
Room 209, Anchorage, Alaska 99501.

A majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time the Architectural Committee by a unanimous decision may surrender and turn over to the owners of the lots affected by these covenants the duties and powers of the Committee.

15. Aircraft parking. Eleven of the lots affected by these covenants are back lots without adjoining waterfront. Although primary access to Rainbow Subdivision now and in the near future will be by small aircraft, it is not anticipated that many of the owners of the lots protected by these covenants will be on their premises at any one point in time. It is therefore anticipated that the owners of the back lots will have sufficient area for the parking of floatplanes along the waterfront nearest their property and within the easements provided for this purpose. However, in the event that the owners of back lots are from time to time present on the premises in sufficient numbers so as to create a shortage of waterfront parking areas, the owners of those waterfront lots adjoining or adjacent to the back lots shall reasonably cooperate to provide temporary parking of aircraft on or

adjacent to their waterfront lot.

16. Alcoholic beverages. There shall be no alcoholic beverages sold or distributed in conjunction with the use, occupancy or ownership of any of the properties included within the operation of these covenants. This restriction shall apply to lots 1-44 notwithstanding the exceptions contained in paragraph 17.

17. Exceptions. Tracts A, B and C and lots 28 and 29, 8 and 9, and lot 40 of the RAINBOW RECREATIONAL SUBDIVISION are not included within these covenants. It is contemplated that these parcels of land may be utilized in conjunction with a business or commercial purpose. It is also anticipated that the present or future owners of Tracts A, B or C may desire one or more waterfront lots for use in conjunction with each tract, and therefore it is hereby declared that any such waterfront lot, including lots 28 and 29, 8 and 9, and lot 40, used or owned in conjunction with Tract A, B or C shall be excepted from the operation of these covenants.

## II

### GENERAL PROVISIONS

1. Enforcement. Declarant or any other owner of any lot affected by these covenants shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this declaration. Failure by the Declarant or any other owner or beneficiary to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument signed by not less than 80 percent of the lot owners, and thereafter by an instrument signed by not less than 75 percent of the lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of June, 1977.

RAINBOW ENTERPRISES

By Raymond A. Nesbett  
RAYMOND A. NESBETT, Partner

By Richard A. Spoden  
RICHARD A. SPODEN, Partner

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

)  
) ss.  
)

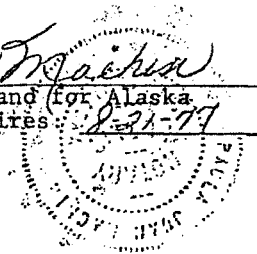
THIS IS TO CERTIFY that on this 8th day of June, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared RAYMOND A. NESBETT, known to me and to me known to be the individual named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed and

DECLARATION OF COVENANTS

sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

*Paula Joan Mackin*  
Notary Public in and for Alaska  
My Commission Expires 8-21-77



STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 2nd day of June, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared RICHARD A. SJODEN, known to me and to me known to be the individual named in and who executed the within and foregoing instrument, and he acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

*Paula Joan Mackin*  
Notary Public in and for Alaska  
My Commission Expires 8-21-77



77-87

RECORDED - 19.00  
Iliamna REC. DIST.  
DATE June 9 1977  
TIME 3:50 P.M.  
RECORDED BY Raymond R. Nettitt  
BOOK 637 PAGE 3rd  
Anchorage, Ak 99501