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Recording Dist: 311 - Palmer

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*Palmer Recording District*

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND RIDGE**

AFTER RECORDING, RETURN TO:

**EKLUTNA, INC.**

16515 Centerfield Drive, # 201

Eagle River, Alaska 99577

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# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND RIDGE

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This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND RIDGE (hereinafter referred to as the "**Declaration**") is made, granted, declared, established and reserved this 28<sup>th</sup> day of March, 2023 ("**Effective Date**"), by **EKLUTNA, INC.**, an Alaskan corporation, whose address is *16515 Centerfield Drive, Eagle River, Alaska 99577* ("**Declarant**").

WHEREAS, Declarant is the fee owner of certain real property located in Alaska, which real property is described as follows (collectively the "**Property**" or "**Woodland Ridge**"):

**Lots 1-17, Block 1**, WOODLAND RIDGE SUBDIVISION, according to the official plat thereof, Plat No. 2023-28, records of the Palmer Recording District, Third Judicial District, State of Alaska.

**Lots 1-10, Block 2**, WOODLAND RIDGE SUBDIVISION, according to the official plat thereof, Plat No. 2023-28, records of the Palmer Recording District, Third Judicial District, State of Alaska.

WHEREAS, Declarant desires to establish and declare certain covenants, conditions and restrictions with respect to the Property, all as set forth below;

NOW THEREFORE, Declarant does hereby declare these covenants, conditions and restrictions to be imposed on the Property, to run with the land, and to be binding upon and for the benefit of all parties having or acquiring any right, title or interest in the Property or any part thereof.

## ARTICLE I DEFINITIONS

Section 1.1 – Additional Property. The real property surrounding Woodland Ridge, consisting of approximately 246.542 acres of land, more particularly described as:

**Tract A**, WOODLAND RIDGE SUBDIVISION, according to the official plat thereof, Plat No. 2023-28, records of the Palmer Recording District, Third Judicial District, State of Alaska.

**Tract B**, WOODLAND RIDGE SUBDIVISION, according to the official plat thereof, Plat No. 2023-28, records of the Palmer Recording District, Third Judicial District, State of Alaska.

Section 1.2 – Declarant Approval Rights Period. The time period commencing on the date of recording of this Declaration and expiring at such time as the Declarant, or its successors or assigns,



either (a) no longer holds any ownership interest in any portion of the Property or the Additional Property, or (b) executes and records a written instrument declaring the expiration of the Declarant Approval Rights Period and terminating all approval rights reserved or held by the Declarant pursuant to **Section 2.4, Article III, Article IV, Article V, and Article VI** of the Declaration.

Section 1.3 – Dwelling. Dwelling shall mean a building on a Lot that is designated and constructed for use as a residence.

Section 1.4 – Environmental Laws. All present and future federal, state and local laws, statutes, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to Hazardous Materials or protection of human health or the environment, including without limitation the following federal laws: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Solid Waste Disposal Act of 1965, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, and any amendments to the same and regulations adopted, published and/or promulgated pursuant thereto.

Section 1.5 – Front Yard. Front Yard means a yard area extending across the full width of a Lot from the front lot line of such Lot to a parallel line projected from the nearest wall of the principal Dwelling on the Lot. For purposes of this Section, the front lot line is the boundary line of the Lot adjacent to either N. Hale Circle or N. Springer Circle.

Section 1.6 – Hazardous Materials. Any material, substance or compound now or in the future defined as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant within the meaning of any Environmental Law, including, without limitation, petroleum, petroleum products, oil, waste oil, and unsanitary waste.

Section 1.7 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the Property, including, but not limited to, buildings, fences, trees and shrubbery, paving, signage, utility wires, pipes, and light poles.

Section 1.8 – Lot. Each platted lot within Woodland Ridge Subdivision, according to the official plat thereof, Plat No. 2023-28, records of the Palmer Recording District, Third Judicial District, State of Alaska. A Lot also includes any platted lot that has been submitted to the provisions of this Declaration pursuant to **Article VI**.

Section 1.9 – Lot Owner. One (1) or more Person(s), including the Declarant, who are alone or collectively the record owner of a fee simple title to a Lot. Lot Owner does not include a Person having only a security interest in a Lot.



Section 1.10 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.11 – Vehicle. The term "**Vehicle**" means every type of vehicle that is self-propelled and used for the transportation of people or cargo. The term "**Vehicle**" includes, but is not limited to, an automobile, motorcycle, truck, van, Recreational Vehicle, Commercial Vehicle, and similar vehicles or equipment. Notwithstanding the foregoing, low-speed electric bicycles or other similar low-speed electric items that are used for personal transportation are not considered Vehicles.

Section 1.12 – Vehicle, Inoperable. The term "**Inoperable Vehicle**" means a Vehicle which has remained incapable of movement under its own power for a period of seven (7) consecutive days and will remain so without repairs or part replacement.

Section 1.13 – Vehicle, Junk. The term "**Junk Vehicle**" means a Vehicle which is missing one (1) or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a Vehicle.

Section 1.14 – Vehicle, Recreational. The term "**Recreational Vehicle**" means a Vehicle or trailer that is intended or designed for recreation, camping, or travel purposes, including, but not limited to, travel trailers, camping trailers, truck campers, motorhomes, boats, personal watercraft, all-terrain vehicles, snowmobiles, Vehicle trailers, equipment trailers, and similar equipment.

## **ARTICLE II**

### **RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

Section 2.1 – Maintenance, Repair and Replacement by Lot Owners. Each Lot Owner shall maintain, repair and replace, in a good and workmanlike manner, at his or her own expense, all portions of their Lot, including without limitation, the Dwelling and any structures, outbuildings, patios, fences, landscaping, driveways or other Improvements within the Lot. The Lot and all Improvements thereon shall be kept in a safe, neat, clean, and attractive order, condition, and appearance.

For purposes of this **Section 2.1**, maintenance of landscaping includes regular watering, mowing, trimming, weed removal, fertilizing and any other maintenance activities essential to ensure the landscaped area is kept safe, attractive and in good health at all times. All shrubs and trees shall be trimmed so as not to encroach upon other Lots or any public right-of-way. Dead trees and shrubs shall promptly be removed and replaced. A dead tree or shrub means a tree or shrub that has been damaged beyond repair or is in an advanced state of decline such that an insufficient amount of live tissues, green leaves, limbs or branches exist to sustain the life of tree or shrub.

Section 2.2 – Residential and Recreational Use. Lots are restricted to residential and recreational use only. No business activity, commercial activity or industrial activity shall be



maintained or conducted on the Property.

Notwithstanding the foregoing, home professional or administrative occupations that do not require regular visits from the public or unreasonable levels of mail, shipping, noise, odors, trash or storage are permitted within a Lot as long as there exists no external evidence thereof. Professional or administrative occupations must be incidental to the primary use of the Lot for residential or recreational use, and must comply with all governmental regulations addressing home occupations.

Section 2.3 – Nuisances. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance, nuisance or danger to the Property or any Lot Owner.

Section 2.4 – Combining/Subdividing Lots. A single Lot may not be subdivided so as to create two (2) or more Lots. Subject to approval by the Matanuska-Susitna Borough, the boundaries between adjoining Lots may be relocated, and two (2) or more adjacent Lots may be combined into a single Lot.

Notwithstanding the foregoing, until the expiration of the Declarant Approval Rights Period, the combining of adjoining Lots or the relocation of boundaries between adjoining Lots shall require the advance written approval of the Declarant.

Section 2.5 – Noise Restrictions. No Lot Owner or occupant shall make or permit any noises to be made by himself or herself, his or her family, servants, employees, agents, visitors, licensees, or other invitees, which unreasonably interfere with the peaceful use and enjoyment of the Property by other Lot Owners or occupants.

Section 2.6 – Firearms. The discharge of firearms is prohibited anywhere within the Property or the Additional Property.

Section 2.7 – Playground and Recreational Equipment. Playground and recreational equipment such as swing sets, slides, sandboxes, trampolines, hot tubs or similar items are permitted within Lots as long as such equipment is substantially screened from view from N. Hale Circle and N. Springer Circle. Basketball hoops/systems or similar athletic fixtures may be located in a driveway or attached to the Dwelling adjacent to the driveway.

Section 2.8 – Oil and Mining Operations. No oil or gas drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No surface entry will be permitted and no extraction of minerals will be permitted within a two hundred fifty foot (250') buffer measured vertically from the surface.

Section 2.9 – Driveways. All driveways, walkways and parking areas shall be either paved or surfaced in D-1 rock or gravel. Driveways shall be kept clean and clear of all oil drippings, stains, or



other unsightly Vehicle byproducts or discharge. A Lot shall have only one (1) driveway from the right-of-way.

Section 2.10 – Window Coverings. No window shall be covered with garments, sheets, blankets, aluminum foil or other unsightly similar materials.

Section 2.11 – Tarpaulin and Other Coverings. Tarpaulin products constructed of any material and of any color are prohibited coverings for any item on a Lot in view of other Lots or from the Road.

Section 2.12 – Drones. A drone is defined as a powered aerial vehicle that flies autonomously or is remotely piloted. No Person may operate, cause, allow, or authorize the operation of a drone in the airspace above any portion of the Property in such a way as to invade the privacy of the Lot Owners or their guests, whether equipped with a camera or otherwise. The Declarant may, in its sole discretion, create Rules governing the use of drones on the Property.

Section 2.13 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "**Garbage**") shall be disposed of only by depositing the same in sanitary covered bear-proof Garbage containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for Garbage. All containers for the storage or disposal of Garbage shall be kept in clean and sanitary condition. Garbage containers shall not be visible to adjacent Lots or to the public from any public right-of-way, except when placed outside for collection on the day of Garbage pick-up. No outside burning of trash or Garbage is permitted. Lot Owners are prohibited from disposing of Garbage or any other materials within any portion of the Additional Property or any other property owned by the Declarant that adjoins the Property.

Section 2.14 – Disposal of Hazardous Materials Prohibited. Disposal of Hazardous Materials anywhere within the Property is expressly prohibited.

Section 2.15 – Fuel Storage. Any fuel storage tanks, pumps, vent pipes and related equipment shall be located and maintained in compliance with all applicable laws and regulations and shall be no closer than twenty feet (20') from the boundary of any Lot. Underground fuel storage tanks are prohibited anywhere within the Property.

Section 2.16 – Storage of Materials. Any Materials stored on a Lot shall be stored in a safe and neat fashion, and shall be stored in a location that is substantially screened from view from surrounding Lots and from N. Hale Circle and N. Springer Circle. For purposes of this **Section 2.16**, "**Materials**" shall mean building materials, lawn and other yard tools and equipment, junk or scrap metal, wood piles, scrap wood, pallets, plows, machinery or parts thereof, Vehicle parts, tires, furniture, appliances, motors, batteries, or any other similar items.





Section 2.17 – Signs. No signs or banners whatsoever shall be displayed to the public view on a Lot, except:

- (a) One (1) sign, not exceeding six square feet (6 sq. ft.) in area, may be displayed on a Lot advertising the Lot for sale or lease; and
- (b) One (1) sign, not exceeding two square feet (2 sq. ft.) in area, may be displayed on a Lot bearing the trade name, business description and/or graphic logo of a home professional or administrative occupation conducted on the Lot.
- (c) Not more than one (1) sign, not exceeding five square feet (5 sq. ft.) in area,, may displayed on a Lot supporting or opposing a candidate for election or an issue that is being voted on in any state or local election; *provided, however,* that any such signs shall only be permitted on a Lot within thirty (30) days prior to such election, and must be removed by the Lot Owner not later than twenty-four (24) hours after the election has been held. No profanity shall be permitted to be displayed on such signs.

Section 2.18 – Antennas and Satellite Dishes. Antennas and satellite dishes shall be located in a place shielded and/or screened from view to the public and from other Lots to the maximum extent possible, provided that compliance with this restriction does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.

Section 2.19 – Vehicles.

- (a) No Junk Vehicle or Inoperable Vehicle may remain on a Lot for more than seven (7) days within any continuous thirty (30) day period, unless parked within a garage or in a location on the Lot that is substantially screened from view from N. Hale Circle and N. Springer Circle. If a Junk Vehicle or Inoperable Vehicle is parked or stored on a Lot in an area that is visible from any other Lot within the Property, such Vehicle shall be covered with a neutral-colored product that is designed and intended to cover such Vehicle.
- (b) No Vehicle belonging to a Lot Owner or their tenants, guests or invitees shall be parked within a public right-of-way adjacent to any Lot for more than twenty-four (24) cumulative hours within any continuous seven (7) day period.
- (c) No Vehicle with a gross vehicle weight of over ten thousand pounds (10,000 lbs.) shall be permitted to be parked outside on a Lot for more than twenty-four (24) cumulative hours within any continuous seven (7) day period.



- (d) No Vehicle shall be parked so as to block any driveway or sidewalk. No Vehicle shall be parked on any portion of a lawn that is visible from any public right-of-way.
- (e) All Vehicles operated within the Property shall have operable and functioning mufflers.
- (f) Recreational Vehicles shall only be permitted to be parked and/or stored within a Lot in a location that (i) does not unreasonably obstruct the view enjoyed by neighboring Lots, and (ii) is substantially screened from view from N. Hale Circle and N. Springer Circle, to the extent reasonably possible, through the use of fencing, vegetation, or other existing Improvements on the Lot.

Section 2.20 – Animals. Lot Owners may maintain animals on their Lots of the following types: domestic cats; domestic dogs; birds; gerbils; horses; non-poisonous reptiles or amphibians; chickens (not roosters or other types of fowl) and fish. No other animals may be kept on the Property.

- (i) No more than a combined total of four (4) dogs and/or cats are permitted per Lot. Not more than a total of six (6) chickens are permitted per Lot. Not more than a total of two (2) horses are permitted per Lot. No unreasonable quantity of other permitted animals shall be permitted on a Lot.
- (ii) Animals on a Lot shall not be raised or bred for business or commercial purposes.
- (iii) Chickens shall be kept in a chicken coop or other enclosure on the Lot. Roosters are not permitted anywhere within a Lot.
- (iv) Birds (other than chickens) must be kept in bird cages within the Dwelling on the Lot. Gerbils and non-poisonous reptiles or amphibians must be kept in terrariums or cages within the Dwelling on the Lot.
- (v) Except when confined within the boundaries of a Lot, dogs shall either be leashed or controlled by command at all times. Control by command means to control by visual or audible commands, or a combination thereof, to which the dog responds promptly and accurately. Control of a dog by command is allowed only if: (a) the animal is engaged in an activity that precludes it from accomplishing that activity if restrained, and (b) the owner or custodian of the animal has a leash restraint immediately available for the physical control of the animal and is physically capable of controlling the animal.
- (vi) Animals on a Lot shall be licensed and vaccinated if required by law, and otherwise maintained in accordance with applicable law.



- (vii) Lot Owners shall contain their animals and control the behavior of their animals to the extent necessary to prevent their animal from creating or becoming a nuisance, or otherwise interfering with the rights, comfort or convenience of other Lot Owners.

Section 2.21 – Wildlife Safety Practices. For purposes of this **Section 2.21**, the term "**Wildlife**" means all non-domesticated animals, and includes, but is not necessarily limited to, moose, bears, coyotes, wolves, wolverines, foxes, squirrels, birds of prey (including eagles, hawks, owls, falcons) and deleterious exotic wildlife.

- (a) The following activities are prohibited anywhere on the Property:
  - (i) Feeding or providing food to wildlife within the Property;
  - (ii) Keeping or leaving human food, animal food, birdseed, Garbage or any other substances within the Property in a manner that attracts wildlife;
  - (iii) Engaging in activities that are intended to or known to attract wildlife.
- (b) Each Lot Owner shall be responsible to ensure that the occupants of a Lot and their respective guests or invitees observe generally accepted bear and wildlife safety practices.

Section 2.22 – Illegal or Improper Use. No illegal, improper, unsanitary, offensive, or environmentally prohibited use or activity may occur in or on any Lot or any Common Element. Each Lot Owner shall (i) comply with and conform to all applicable laws, and (ii) defend, indemnify and hold the Association and other Unit Owners harmless from all demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments and liabilities that in any way arise out of, result from, or are based upon any such activity.

Section 2.23 – Compliance with Documents and Law. The use of a Lot and all activities within the Property shall be in compliance with the provisions of the Declaration and other Documents, and Lot Owners and Improvements within a Lot shall comply with and conform to all applicable Federal, State, and local laws and regulations. A violating Lot Owner shall hold the Declarant and other Lot Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or non-compliance therewith.

Section 2.24 – Indemnification for Actions of Others. Each Lot Owner shall indemnify, defend and hold harmless the Declarant and all other Lot Owners from any claims, damages, or other liability resulting from the actions of the Lot Owner or their guests, tenants, family members, servants, employees, agents, licensees and other invitees, and from any claims of any kind brought by any of such parties.



Section 2.25 – Leasing. No Lot, or any portion thereof, may be conveyed pursuant to a time-sharing plan. A Lot, or a portion thereof, may be rented only by a written lease, subject to the following:

- (a) Each lease must have a lease term of at least thirty (30) consecutive days, which lease term must be entered into in good faith.
- (b) Each lease must incorporate the terms and restrictions of the Documents as a personal obligation of each tenant.
- (c) The Lot Owner shall remain liable for compliance with the Documents, and shall be responsible for securing such compliance from the tenant(s) of the Lot.

**ARTICLE III**  
**CONSTRUCTION, ARCHITECTURE AND DESIGN RESTRICTIONS:**  
**ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

Section 3.1 – Declarant Reserved Rights Regarding Architectural & Design Restrictions. Until the expiration of the Declarant Approval Rights Period, the Declarant shall be the initial and sole authority regarding design and architectural restrictions, and the approval of Improvements, additions or alterations in accordance with this **Article III**.

At such time as the Declarant Approval Rights Period have expired, no approval shall be required for Improvements, additions or alterations on a Lot. However, such Improvements, additions or alterations must still comply with all provisions of this Declaration.

Notwithstanding the foregoing, the Declarant’s approval rights under this **Article III** may be assigned to a third party or terminated early by a written instrument executed by the Declarant and recorded in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

Section 3.2 – Approval of Improvements, Additions, and Alterations.

- (a) In order to maintain architectural integrity and design harmony within Woodland Ridge, and to preserve the value, attractiveness, livability and desirability of Woodland Ridge, certain objective standards as set forth below, and certain subjective qualities, must be controlled. Subjective qualities include but are not limited to: exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed Improvements with the topography of Woodland Ridge and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual contractors. Therefore, until the expiration of the Declarant Approval Rights Period, the Declarant shall review these subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether said Improvements are consistent with the value,



attractiveness, livability and desirability of Woodland Ridge. The Declarant may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standards. The Declarant may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review shall not relieve the Lot Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration.

- (b) Until the expiration of the Declarant Approval Rights Period, a Lot Owner shall obtain the written approval from the Declarant of the exterior design, exterior materials, and exterior appearance of the proposed Dwelling, landscaping or other Improvements. Such approval must be obtained prior to commencing construction of such Improvements, landscaping, clearing or site grading on a Lot, including but not limited to, clearing and excavation. No alterations to an approved plan may occur without first obtaining approval for the proposed alterations or changes.
- (c) In connection with obtaining such approval, the Declarant may require the Lot Owner to submit plot plans, surveys, photographs, sample materials, or such other documents or information as may be reasonably be required by Declarant.
- (d) No permission or approval shall be required to rebuild a Dwelling or ancillary structure in substantial accordance with the original design and construction, to repaint in accordance with an originally approved color scheme, or to repaint or remodel the interior of any Dwelling.
- (e) Improvements on Lots must comply with all applicable ordinances of the Matanuska-Susitna Borough. In the event that the provisions of this **Article III** are more restrictive than the restrictions of the Matanuska-Susitna Borough, then the restrictions of this **Article III** shall apply.

Section 3.3 – Dwelling Structures. Dwelling structures within a Lot shall be subject to the following restrictions:

- (a) Except as provided in subsection (b), below, each Lot is restricted to one (1) single-family detached Dwelling structure.
- (b) Until the expiration of the Declarant Approval Rights Period, the Declarant reserves the right to approve the construction of a duplex Dwelling structure on any Lot abutting N. Springer Circle. Such approval must be evidenced in a written instrument executed by the Declarant and recorded in the records of the Palmer Recording District, Third Judicial District, State of Alaska.



- (c) On Lots abutting N. Hale Circle (Lots 1-17, Block 1), a principal Dwelling structure shall have a minimum of one thousand nine hundred square feet (1,900 sq. ft.) of above-grade gross floor living area for a single-story Dwelling, and two thousand one hundred square feet (2,100 sq. ft.) of above-grade gross floor living area for a two-story Dwelling, exclusive of porches, garages, patios or decks.
- (d) On Lots abutting N. Springer Circle (Lots 1-10, Block 2), a principal Dwelling structure (or a duplex Dwelling approved by the Declarant) shall have a minimum of one thousand six hundred square feet (1,600 sq. ft.) of above-grade gross floor living area for a single-story Dwelling, and one thousand nine hundred square feet (1,900 sq. ft.) of above-grade gross floor living area for a two-story Dwelling, exclusive of porches, garages, patios or decks.
- (e) Each Lot shall be permitted to have one (1) detached accessory Dwelling structure, not to exceed a total of one thousand square feet (1,000 sq. ft.) of gross floor living area.
- (f) All Dwelling structures must be constructed on a permanent foundation.
- (g) Any Dwelling structure that is erected or maintained upon a Lot, and any exterior addition thereto, must be in harmony as to external design, location and size with surrounding structures and topography.
- (h) Each Dwelling structure shall have finished siding. Use of vinyl or T-111 as exterior siding is prohibited.
- (i) Exterior paint colors of any Dwelling structure shall be earth tones, including shades of tan, brown, beige, taupe, green, olive, sage, gray and black. Pastels, fluorescent or neon paint, and shades of magenta, purple or orange, are prohibited. Excessive use of highly contrasting color trim is prohibited.

Section 3.4 – Garages. A garage may be attached or detached from the principal Dwelling structure. Garages shall be at least six hundred square feet (600 sq. ft.) and shall accommodate at least two (2) full-sized vehicles parked side by side. Garages must be fully enclosed. Carports shall not be permitted to be attached to a Dwelling.

Section 3.5 – Outbuildings. For purposes of this **Section 3.5**, "Outbuildings" shall be defined as sheds, greenhouses, storage buildings, detached garages, workshops, garden or tool sheds, dog houses and other animal enclosures, and similar such structures. A detached accessory Dwelling structure shall not be considered an Outbuilding. Outbuildings are subject to the following restrictions:

- (a) Not more than four (4) Outbuildings are permitted per Lot.



- (b) The combined total of all Outbuildings on a Lot shall not exceed two thousand four hundred square feet (2,400 sq. ft.) in area.
- (c) Outbuildings shall be constructed in a permanent manner. All Outbuildings shall be properly sided, painted, and roofed.
- (d) Quonset huts, lean-tos, shacks, or other such structures are prohibited.
- (e) Outbuildings shall be in a location that is behind the principal Dwelling or screened by a fence so as to be shielded from view from any public right-of-way.
- (f) The exterior appearance of any Outbuilding—including the structure, color and architectural design—shall complement the structure, color and appearance of the principal Dwelling on the Lot.
- (g) Outbuildings shall be single-story structures, and shall not exceed twenty-eight feet (28') in height above the finished ground surface. In no event shall the height of an Outbuilding on a Lot exceed the height of the principal Dwelling structure on the Lot when viewed from any public right-of-way.

Section 3.6 – Height of Dwelling Structures. The height of any Dwelling structure within a Lot shall not exceed thirty-five (35 ft.) in height above the finished ground surface.

Section 3.7 – Maximum Lot Coverage. The maximum Lot coverage of all building structures on a Lot, including the Dwelling, shall not exceed twenty percent (20%) of the Lot size.

Section 3.8 - Location & Setbacks. All Dwellings, Outbuildings and other Improvements on a Lot shall be placed in compliance with applicable Lot setback requirements of the State of Alaska and the Matanuska-Susitna Borough. To the extent that any proposed Dwelling, Outbuilding, structure or other Improvement requires the approval of the Declarant pursuant to **Section 3.1** and **Section 3.2** of the Declaration, then: (a) the specific location of the proposed Improvement is subject to the approval of the Declarant, and (b) the Declarant reserves the right to require more restrictive setbacks in order to preserve the overall harmony of the location of proposed Improvements with the topography of the Property and with other contemplated or existing Improvements, and to minimize the obstruction of views from other Lots.

Section 3.9 – Temporary Structures and Mobile Homes. Except for structures necessary for the temporary storage of equipment and materials used during the construction period, no structure of a temporary character may be erected or maintained upon any Lot. No mobile home, manufactured home or any structure having the same general appearance shall be permitted on any Lot. No temporary moveable structures may be used as a residence.



Section 3.10 – Fences, Gates, and Similar Structures. Fences, including yard fencing, fencing for dog runs, animal pens, garden enclosures, and any other exterior boundary dividers, gates, or associated structures (collectively “**Fencing**”) are permitted in accordance with the following provisions:

- (a) Except for dog runs, which may be constructed of any material including chain link, all other Fencing on a Lot must be constructed of natural wood. Notwithstanding the foregoing, wooden Fencing may have metal posts and brackets.
- (b) Dog runs shall not be visible from any public right-of-way.
- (c) Fences on a Lot shall not exceed six feet (6') in height.
- (d) Except as provided in subsection (e), Fencing shall not be permitted within the Front Yard of any Lot.
- (e) Until the expiration of the Declarant Approval Rights Period, decorative Fencing less than four feet (4 ft.) in height may be permitted within portions of the Front Yard of a Lot, provided that the Lot Owner obtains the written approval of the Declarant prior to the construction or installation of such Fencing. After the expiration of the Declarant Approval Rights Period, Fencing within the Front Yard of a Lot shall be permitted in accordance with applicable laws and regulations.
- (f) All Fencing shall be maintained by the Lot Owner in good repair.

Section 3.11 – Timely Construction. Construction of a Dwelling or other Improvement on a Lot, including any landscaping on a Lot, shall be completed within one (1) year from the date of commencement of construction of such Improvement. For purposes of this **Section 3.11**, completion of construction means the completion of all exterior siding, windows and painting. Completion of landscaping shall include the removal of all debris, overburden and construction materials, and the completion of all walkways, driveways and final grading.

During the course of construction or landscaping, the Lot Owner is responsible for protection of pavements, curbs, walkways, streets, shoulders, utility structures and landscaping contiguous to, in the vicinity of, or leading to the construction area, from damage. The Lot Owner shall correct any disturbance or damage caused to the pavement, curbs, walkways, streets, shoulders, utility structures or landscaping. The Lot Owner shall also keep the road right-of-way and driveways reasonably clear of equipment, building materials, dirt, debris and similar items.

Section 3.12 – Revegetation of Cleared Areas. Slash, stumps, overburden piles, surface debris and vegetation resulting from work or activity on any Lot shall be buried or removed from the Property within thirty (30) days after the activity or work is performed. Such disturbed, cleared and exposed soil surfaces shall be reseeded or covered with landscaping or natural vegetation to prevent





soil erosion and to maintain the natural beauty and aesthetic value of the Property.

Section 3.13 – Water and Sewage Systems. Each Lot shall have its own water well and septic waste system. The well and septic systems shall be required to meet all requirements of the Alaska Department of Environmental Conservation and any other applicable law.

Section 3.14 – Drainage. The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales or storm drains is not permitted. No structures, plantings or other materials shall be placed or permitted to remain which may damage, interfere with or significantly change the direction of flow of drainage channels.

Section 3.15 – Trees and Landscaping. A Lot Owner shall not clear a Lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and fencing, and trees may be thinned so long as the maximum natural beauty and aesthetic value of the trees is retained. Notwithstanding the foregoing, except as may be necessary for the construction of fencing or a driveway on a Lot:

- (a) the removal of any live trees within the area of a Lot labeled on EXHIBIT A as "**15' Tree Preservation**" shall require the prior written approval of the Lot Owners of at least thirty percent (30%) Lots in Woodland Ridge, *including* the approval of the Lot Owner of the adjacent Lot with an adjoining "15' Tree Preservation" area; and
- (b) the removal of any live natural vegetation taller than six feet (6') in height is prohibited anywhere within the areas labeled on EXHIBIT A as "**15' Natural Vegetation Buffer**", unless such natural vegetation poses a danger to any Person or any portion of the Property. For purposes of this Section, natural vegetation includes native trees, shrubs and other plant species that are either indigenous to and/or occur naturally in the Matanuska-Susitna Valley.

Dead, diseased or naturally fallen vegetation shall be removed from a Lot by the Lot Owner each year between June 15<sup>th</sup> and October 15<sup>th</sup>. Any trees or natural vegetation on a Lot which poses a danger to any Person or any portion of the Property shall be promptly cut down or removed by the Lot Owner.

Once commenced, any excavation, grading, trenching, clearing, cutting, filling or disturbance to the soil on any Lot shall be pursued diligently and completed and landscaped promptly. All landscaping shall be professionally done or appear so. No excavation, grading, trenching, clearing, cutting, filling, building or disturbance to the soil of any sort shall be made to the topography of any Lot that causes a change in the natural drainage if such change adversely affects any other Lot.



Section 3.16 – Other Construction Guidelines. The following guidelines shall apply to all Lots within Woodland Ridge.

- (a) There shall be multiple roof lines and at least one (1) gable end facing the road accessed by the driveway. Roofs shall have at least a 6/12 pitch and have architectural grade shingles or metal roofing. Soffits shall be enclosed.
- (b) A good mix of quality architectural designs and finishes are encouraged. A lack of architectural design and finishes will result in the plans being rejected by the Declarant. Rock, rock-line finishes or brick are required, but rock-like material or bricks in panels are prohibited.
- (c) Siding shall be predominantly horizontal siding. Panelized or sheet siding may only be used judiciously in conjunction with other finishes.
- (d) Each house shall have a walkway from the driveway to the main entry of the Dwelling which shall be paved or constructed of pavers.
- (e) Fencing must be of a quality material appropriate for the location and use must be properly maintained. If fencing can no longer be maintained in a proper condition, the Lot Owner shall remove it. Unless the adjacent Lot Owner consents, the fence shall be off the property line at a distance to allow maintenance from the fence owner's property. No fences shall be located between the front of the house and the road, except where adjacent to property outside the Common Interest Community.
- (f) During construction, the Lot Owner is responsible for maintaining its Lot as clean as practical. Any debris that may be blown by the wind shall be disposed of or contained promptly.
- (g) The entrance into the front of the Dwelling shall be no more than three (3) steps above grade.
- (h) All homes shall be constructed to take advantage of the views. This shall include orientation and window placement and size.
- (i) The Declarant may accept desirable architectural alternatives consistent with these guidelines.

**ARTICLE IV**  
**AMENDMENTS TO DECLARATION**

Except for an amendment by the Declarant in accordance with **Article V**, below, any amendment to this Declaration must be in a writing executed by the Lot Owner(s) of at least **sixty-**



**seven percent (67%)** of the Lots. When more than one (1) Person holds an ownership interest in a single Lot, the amendment must be executed by all Persons holding an ownership interest in such Lot. Notwithstanding the foregoing, until the expiration of the Declarant Approval Rights Period, any amendment to this Declaration must be approved in writing by the Declarant or its successors or assigns, as the case may be.

Any amendment to this Declaration shall only be effective upon being properly executed and recorded in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

**ARTICLE V**  
**RIGHT TO SUBMIT ADDITIONAL PROPERTY TO COVENANTS**

The Declarant reserves the right to record an amendment to this Declaration submitting additional lots to the provisions of this Declaration within all or any portion of the Additional Property, provided that the Declarant is the then-current owners of such lot(s).

If the Declarant submits additional lots to the provisions of this Declaration within all or any portion of the Additional Property, then: (a) the Declarant shall have the right to amend EXHIBIT A to designate Tree Preservation Areas within such lots; and (b) until the expiration of the Declarant Approval Rights Period, the Declarant shall be the initial and sole authority regarding design and architectural restrictions, and the approval of Improvements, additions or alterations in accordance with **Article III** of the Declaration.

**ARTICLE VI**  
**ENFORCEMENT**

In the event that a Lot Owner fails to comply with any restriction, condition, covenant or reservation imposed by the provisions of this Declaration, this Declaration may be enforced by either:

- (a) any aggrieved Lot Owner; and/or
- (b) the Declarant, or its successors and assigns, until the expiration of the Declarant Approval Rights Period.

The party or parties enforcing this Declaration shall have all rights and remedies available at law or in equity, including, but not limited to: (i) an action for damages; (ii) an action for temporary and/or permanent injunction; (iii) an action for specific performance of the provisions of this Declaration; or (iv) any combination of the foregoing.

In the event any action is brought to enforce the provisions of this Declaration, the prevailing party in any such action shall be entitled to the recovery of costs and disbursements of such action, as well as reasonable actual attorney's fees incurred in and about such action, at trial and on all



appellate levels.

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.1 – Covenants Running with the Land. Each and every one of the benefits and burdens contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the record Lot Owners from time-to-time of every portion of the Property, and their legal representatives, heirs, executors, administrators, successors and assigns.

Section 7.2 – Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the covered Property for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating this Declaration has been executed by the Lot Owner(s) of all Lots and recorded in the records of the Palmer Recording District, Third Judicial District, State of Alaska. When more than one (1) Person holds an ownership interest in a single Lot, an instrument terminating this Declaration must be executed by all Persons holding an ownership interest in such Lot. In addition, for so long as the Declarant or his successors or assigns hold any ownership interest in the Property, an instrument terminating this Declaration must be executed by the Declarant, or his successors or assigns, as the case may be.

Section 7.3 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 7.4 – Waiver. No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7.5 – Invalidity/Severability. The invalidity or unenforceability of any provision of this Declaration under any present or future law, rule, regulation or ordinance will not affect any other provision of this Declaration, and the remaining provisions of this Declaration shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 20<sup>th</sup> day of March, 2023.

*[Declarant Signature and Notary Acknowledgment Appears on the Following Page]*

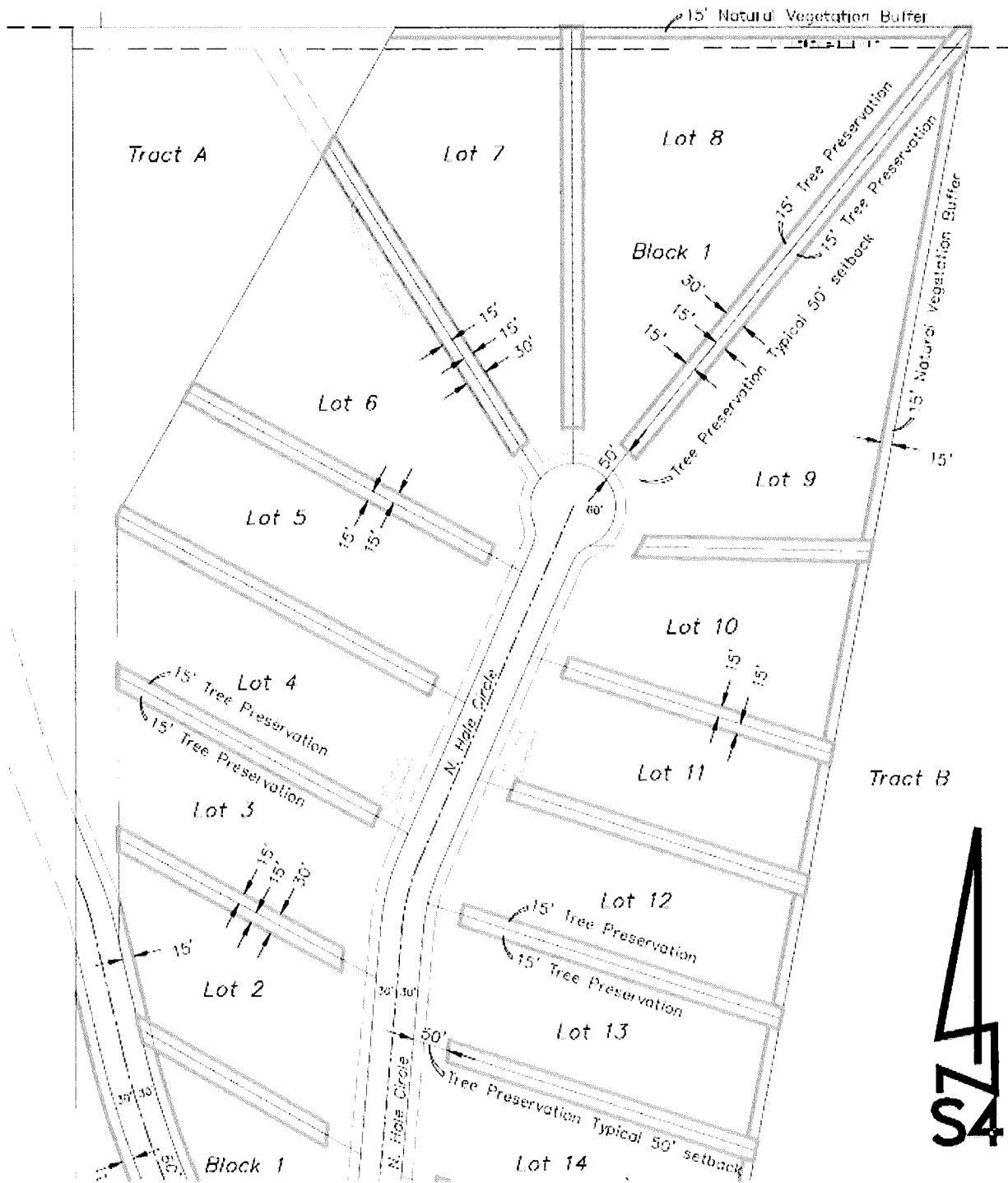




# EXHIBIT A

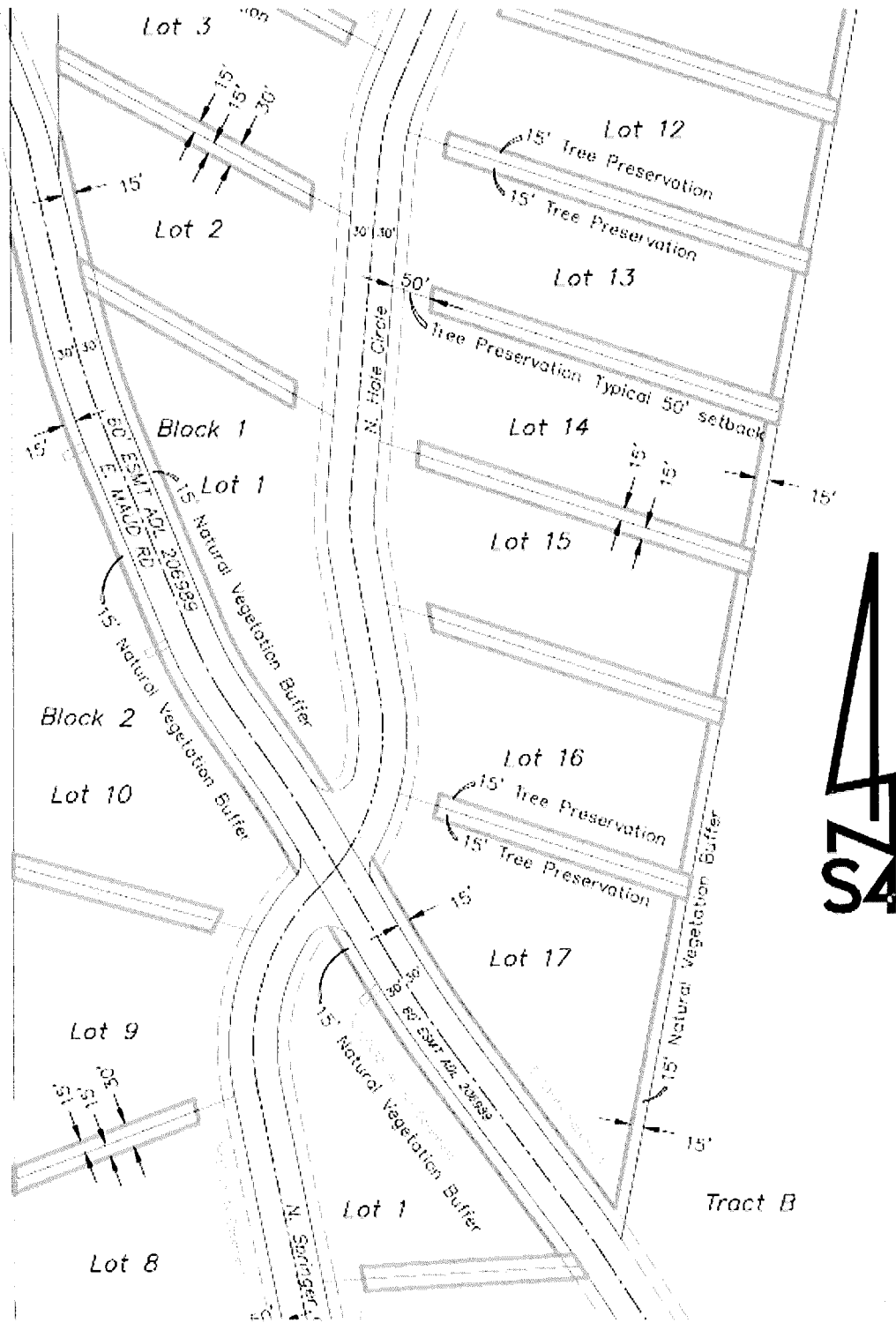
*[Exhibit A Appears on the Following Three (3) Pages]*





A Tree Preservation Plan of:  
**Woodland Ridge**



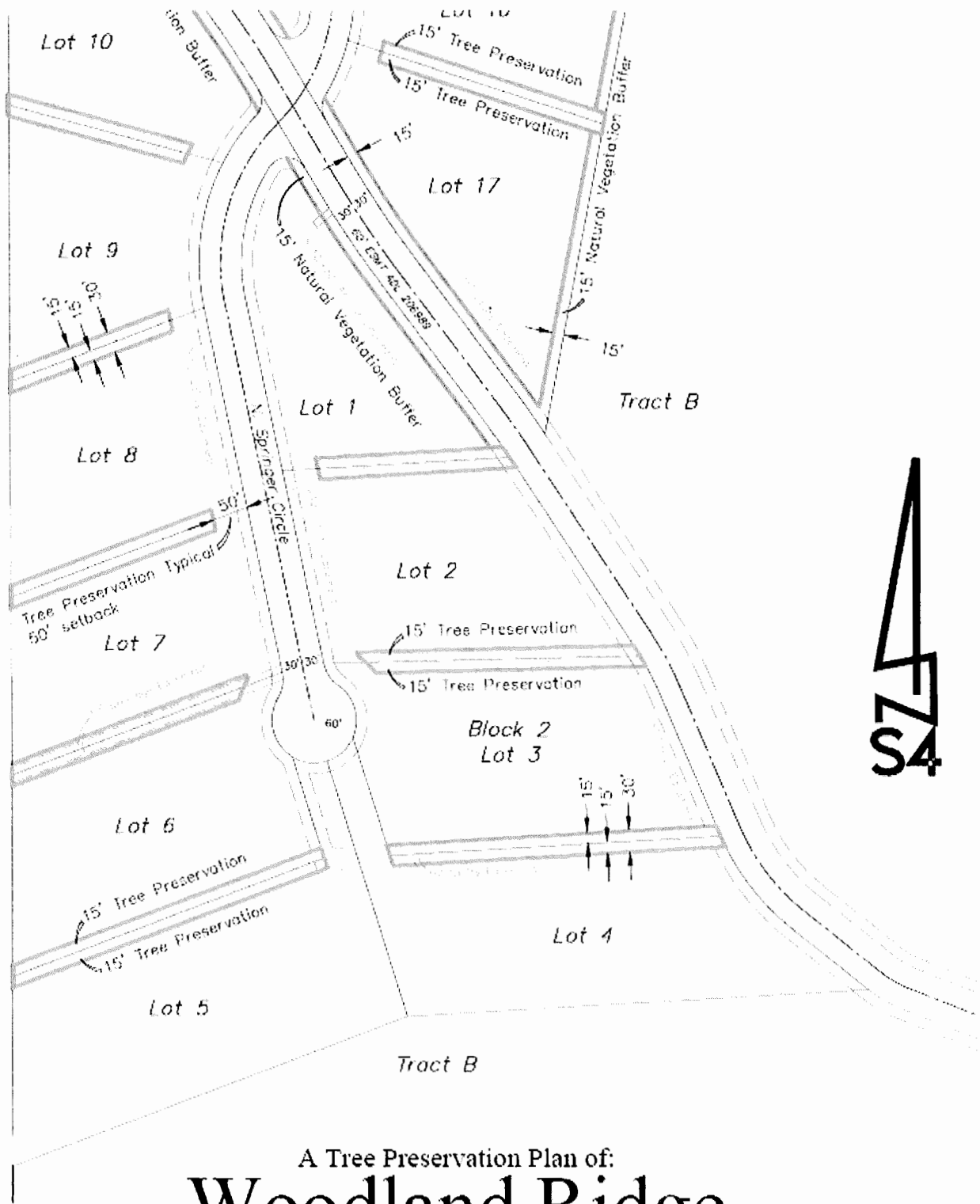


A Tree Preservation Plan of:  
**Woodland Ridge**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODLAND RIDGE  
 E4660802







A Tree Preservation Plan of:  
**Woodland Ridge**

