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**2025-023343-0**

Recording Dist: 311 - Palmer

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BARRY SPRINGS**

Record in the Palmer Recording District.

Return to:

Barry Springs, LLC

3880 N. Caribou Street

Wasilla, AK 99654

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BARRY SPRINGS  
PLAT NO. 2025-150**

**ARTICLE I  
SUBMISSION; DEFINED TERMS**

**Section 1.01.** Submission of Real Estate. Barry Springs, LLC, an Alaska limited liability company, whose address is 3880 N. Caribou Street, Wasilla, AK 99654 ("Declarant"), owner in fee simple of the real estate more particularly described in Schedule A-1 located in the Palmer Recording District, Third Judicial District, State of Alaska, hereby declares that all the property described in Schedule A-1 shall be held, sold and conveyed subject to the following 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 property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Subdivision is not subject to a homeowners' association or dues.

**Section 1.02.** Defined Terms. The following words and phrases shall have the following meanings:

**Section 1.02.1.** Declarant. Barry Springs, LLC and its successors and assigns.

**Section 1.02.2.** Declaration. This document and any amendments hereto.

**Section 1.02.3.** Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the Lots, including but not limited to, trees and shrubbery planted by the Declarant or individual Lot Owners.

**Section 1.02.4.** Lot. A platted lot in the Subdivision.

**Section 1.02.5.** Lot Owner. The Declarant or other Person who owns a Lot including contract sellers, their legal representatives, heirs, successors or assigns. Lot Owner does not include a Person having an interest in a Lot solely as security for an obligation.

**Section 1.02.6.** Subdivision. The land described in Schedule A-1, all improvements, rights and appurtenances which have been submitted to the provisions of this Declaration.

**ARTICLE II  
DESCRIPTION OF REAL ESTATE**

**Section 2.01.** Real Estate. The Subdivision is located in the Palmer Recording District, Third Judicial District, State of Alaska. The legal description of the property included in the Subdivision is described in Schedule A-1.



**ARTICLE III**  
**RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

**Section 3.01. Use and Occupancy Restrictions.** The following use restrictions apply to all Lots in Barry Springs.

**Section 3.02. Lot Use and Dwelling Type.** No Lot shall be used except as a single-family residential dwelling, except that professional or business uses may be conducted in a dwelling provided that the uses must be incidental to the use of the dwelling for residential purposes. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. Non-residential activities must comply with governmental regulations addressing home occupations. No signs may indicate in any way that a non-residential activity is being conducted. Further, non-residential activities shall not require regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No Lot may be used for transient, hotel or motel purposes, nor for short-term and/or vacation type rentals, including, but not limited to, AirBnB.

No dwelling or structure shall be erected, altered, placed or permitted to remain on any Lot other than the following structures, which shall be subject to Article IV "General Architectural Restrictions" and all other terms and provisions of this Declaration:

1. Minimum living area shall be 1,600 square feet. The street elevation of each dwelling must be finished with lap siding or equal approved by the Declarant. Split-level dwellings shall be permitted. Each dwelling shall have a minimum of four (4) roof lines.
2. Each dwelling may have a shed, garage or both, the structure and appearance of which complement the structure and appearance of the dwelling.
3. A detached mother-in-law cottage or apartment, the structure and appearance of which complement the structure and appearance of the primary dwelling. All such structures shall comply with the rental restrictions contained in Section 3.02 herein.
4. Fences, gates, and associated structures.
5. Decks.
6. Retaining walls.
7. A greenhouse.
8. A doghouse and/or pen.
9. A driveway which shall be either paved or surfaced in D-1 rock, or  $\frac{3}{4}$  minus gravel.



10. No Lot may have more than three (3) outbuildings (i.e. a shed, a greenhouse, and a dog house).

**Section 3.03. Completion of Construction.** A dwelling must be completed, including exteriors, within twelve (12) months of the time of beginning construction. No dwelling shall be occupied prior to the completion of construction.

**Section 3.04. No Lot Division.** No Lot or Lots in Barry Springs shall be re-subdivided, with the exception of Tract A, which may be divided into a maximum of two (2) Lots, provided that no undue damage is caused to existing wetland areas and that such areas are preserved. Lots may be combined to make larger parcels.

**Section 3.05. Signs.** No sign or billboard of any kind shall be displayed to the public view on any portion of Barry Springs except such signs as may be used by the Declarant or its sales agents in connection with the development of the Subdivision and sale of the Lot, provided, however, that a Lot Owner may display on their Lot a sign advertising its sale or lease by them so long as such sign shall comply with any customary and reasonable standards as to the size, color, shape or other qualification for permitted signs. Additionally, there will be one sign or monument located near the road entrance to the subdivision prominently and tastefully identifying the subdivision.

**Section 3.06. Building Location.** Each dwelling must be at least forty feet (40') from the front Lot line or right-of-way and meet Matanuska-Susitna Borough (Borough or Municipality) setback requirements.

**Section 3.07. Landscaping.** All Lots must be tastefully landscaped; lawns shall be seeded beginning the first full growing season after commencement of construction and shall be continuously maintained. No excavation, grading, trenching, clearing, cutting, filling, building or disturbance to the soil any sort shall be made to the topography of any Lot that causes a change in the natural drainage, if such change shall adversely affect any other Lot. No Lot Owner shall be permitted to clear a Lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as the maximum natural beauty and aesthetic value provided by trees is retained.

**Section 3.08. Fences and Sight Distances at Intersections.** No fence of any kind may be installed in violation of any State statute, City Ordinance or Borough regulation presently enacted or as may be hereafter amended. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within ten feet (10') of the Lot line extending back twenty-five feet (25') from the corner. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is continuously maintained at sufficient height to prevent obstructions of such sight lines.

**Section 3.09. Nuisance.** No noxious or offensive trade or activity shall be carried on upon any Lot, or any part of the Subdivision nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Lot.



**Section 3.10. Temporary Structures.** No structure of a temporary character, trailer, mobile home, Quonset hut, lean-to, basement, tent, shack, garage, barn or other out-building shall hereafter be used as a living area on any Lot at any time, either temporarily or permanently.

**Section 3.11. Recreational and Junk Vehicles.** No trailer, camper, boat, snow-machine, recreational vehicle or similar equipment shall hereafter be permitted to remain upon any Lot, including, without limitation, streets, alleys or driveways, unless placed or maintained within an enclosed area, or unless obscured from view of adjoining Lots and streets by a fence or appropriate screen, and shall not be permitted to be parked other than temporarily on any street or any other portion of the Subdivision. Temporary parking shall mean parking of vehicles belonging to guests of Lot Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes.

No automobile whether inoperative or not may be parked on the street unless it is there on a temporary basis between regular usage. Regular usage shall mean at least once every forty- eight (48) hours. No work of any kind, including tune ups, oil changes or any other minor maintenance, may be performed on a car while in view of the street, whether or not it is in the street or on a Lot. No inoperable vehicles may be stored on the street or on a Lot.

**Section 3.12. Animals.** No animals, sled dogs, livestock, or poultry of any kind, shall be raised, bred, or kept upon any Lot in the Subdivision, except that dogs, cats, or other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonably large numbers. In no case shall there be more than two (2) dogs or two (2) cats allowed in or about any Lot. Notwithstanding the foregoing, no animals may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Subdivision except within a Lot.

**Section 3.13. Water and Sewage.** No individual water, sewage, or septic disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation and/or any other authority that may have jurisdiction at the time of installation of such system.

**Section 3.14. Refuse.** No trash cans, garbage cans, trash barrels, boxes or other refuse containers shall be placed or maintained on or along the side or front of any Lot adjacent to a road. Refuse, trash, garbage or other waste shall be disposed of only by depositing same in sanitary covered containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for refuse. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and screened from view from any road or adjacent Lot Owner by storage either inside the dwelling or within a garage or within a bear-proof container.

**Section 3.15. Unightly Items.** All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All



clotheslines, refuse containers, wood piles, storage areas, machinery and equipment shall be prohibited upon any Lots unless obscured from view of adjoining streets or portions of the Subdivision from a height of six feet (6') or less.

**Section 3.16. Oil and Mineral Rights.** No oil drilling, oil development operations, oil refining, gravel pits, quarrying, or mining operations of any kind shall be permitted upon or in the Subdivision nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Subdivision or within five hundred feet (500') below the surface of such properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Subdivision.

**Section 3.17. Antennas, Cell Towers, and Alternative Energy Devices.** Outside antennas, satellite dishes, and/or cell towers are not permitted on any Lot. Alternative energy devices must be placed so as not to be an undue nuisance or unsightly. Placement should be discrete and some loss in a device's effectiveness is reasonable if it adds significantly to its discrete placement. If a device is mounted on a pole rising from the ground, the pole shall not be higher than the highest point on the dwelling. The pole may not be in front of the dwelling and at least thirty feet (30') from the common property line with another Lot. If mounted on the dwelling, it shall not be higher than five feet (5') above the highest point on the dwelling. An antenna situated on the ground and visible from the street or from other Lots must be visibly obscured by existing landscaping or fencing.

**Section 3.18. Drainage.** All drainage of water from any Lot shall drain or flow into adjacent drainage for streets and or follow the natural drainage of the Lot and Subdivision as designed.

**Section 3.19. Window Covers.** Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

**Section 3.20. Maintenance.** All Improvements must be maintained at all times in a good workmanlike manner in substantially the same condition as when first constructed. No Improvement shall be permitted to fall into disrepair or to become unsightly. Refinishing of all buildings and fences must be done before there is noticeable fading, cracking, blistering or loss of finish on any surface.

**Section 3.21. Rental.** Residences may be rented by the Owner, provided that the Owner ensures that the tenants comply with this Declaration, in the same manner as if said tenants were the record Owners of the Lot. No Lot may be used for short-term and/or vacation type rentals, including, but not limited to, AirBnB.

**Section 3.22. Burn Barrels.** The use of burn barrels for the open burning of any materials, including but not limited to household waste, yard debris, or other refuse, shall not be permitted in the Subdivision.

**Section 3.23. Fire Protection Measures.** To reduce the likelihood of wildfire, all Lot Owners shall take the following steps:



1. Remove leaves, needles and other combustibles from roofs, gutters and underneath decks at least every spring.
2. From June 15 to October 15 annually, ensure there are no piles of brush, tree trimmings, wood scraps or other combustibles anywhere on the Lot, except that such materials are allowed in compost piles if they have been shredded, chopped or otherwise broken up so that no piece is larger than three inches (3") in dimension.
3. Do not store combustible materials under decks.

**Section 3.24. Drones.** The use of drones in a manner that infringes on the privacy of a Lot Owner or creates a nuisance shall not be permitted in the Subdivision. Excessive noise from the use of drones constitutes a nuisance and is prohibited.

**Section 3.25. Cannabis.** No Lot may be used to grow cannabis for the purpose of selling or distributing medical or recreational marijuana in any form.

**Section 3.26. Firearms.** The discharge of firearms, including but not limited to rifles, shotguns, handguns, and air-powered weapons, shall not be permitted in the Subdivision.

**Section 3.27. Derogation of Laws.** All Owners and occupants of Lots and any guests shall comply with all applicable city, borough, state and federal laws and regulations. In case of conflict with said laws and regulations, and this Declaration, the more restrictive of the two shall control. Provided, however, that this Declaration shall not be construed to require violation of any applicable law or regulation.

#### ARTICLE IV GENERAL ARCHITECTURAL RESTRICTIONS

**Section 4.01. Scope of Review.** The Declarant shall be the initial and sole authority on Architectural Restrictions until such time the Declarant no longer owns any Lots in the Subdivision. In order to preserve the value, attractiveness, livability and desirability of Barry Springs, certain subjective qualities must also be controlled such as 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 topography of Barry Springs. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual Lot Owners. Therefore, the Declarant shall review these subjective aspects of proposed improvements, as generally described above, and shall use its judgment to determine whether or not said Improvements are consistent with the value, attractiveness, livability and desirability of Barry Springs. 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 standard. 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 by the



Declarant shall not relieve the Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration.

## ARTICLE V AMENDMENTS

**Section 5.01. General.** This Declaration may be amended only by vote or agreement of sixty-seven percent (67%) of the Lot Owners. Any such amendment shall be recorded and shall contain the certification therein that the Lot Owners have voted in favor of the same in accordance with the Declaration. Any such amendment shall further be signed by the Lot Owners voting in favor thereof. The Lot Owners may not take any action or adopt any rule that will interfere with or diminish any rights afforded the Declarant without the prior written consent of the Declarant, until such time as the Declarant no longer owns any Lot or any security interest in any Lot. Earlier termination of certain rights may occur by statute.

## ARTICLE VI GENERAL PROVISIONS

**Section 6.01. Enforcement.** This Declaration shall inure to the benefit of and be enforceable by the record Lot Owner or Lot Owners of the Subdivision, and the legal representatives, heirs, successors or assigns of owners of interests in any such land. Lot Owners 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.

**Section 6.02. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 6.03. Term.** The covenants and restrictions in this Declaration shall run with and bind the land for a term of thirty-five (35) years, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions in this Declaration shall bind all parties having any right, title or interest in any part thereof, and their heirs, successors and assigns. This Declaration shall inure to the benefit of, and be enforceable by, the record Lot Owner or Owners, including the Declarant, their legal representatives, heirs, successors or assigns.

**Section 6.04. Waiver.** A failure by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent to said breach, nor shall such failure give rise to any claim or cause against any Lot Owners or the Declarant.

**Section 6.05. Failure by Lot Owner to Comply.** Failure by any Lot Owner to comply with any covenant or restriction herein contained shall give rise to a cause of action by any aggrieved Lot Owner for the recovery of damages or for injunctive relief or both.

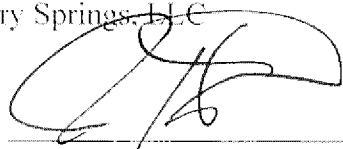




DECLARANT:

Barry Springs, LLC

By:




Joseph Hinds, Member

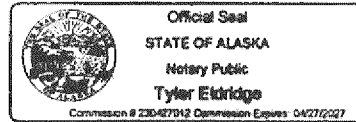
11/13/25  
Date

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 13 day of November, 2025, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared Joseph Hinds, as Member for Barry Springs, LLC, an Alaska limited liability company, which is known to me and to me known to be the entity named in the above and foregoing instrument, and he executed such instrument and acknowledged to me the execution thereof for the uses and purposes therein set forth, on behalf of said company.

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

  
NOTARY PUBLIC in and for Alaska  
My commission expires: 4/27/27



[ACKNOWLEDGMENTS CONTINUE ON THE FOLLOWING PAGES]



DECLARANT:

Barry Springs, LLC

By: Michelle Barry  
Michelle Barry, Member

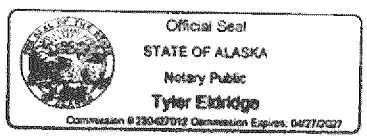
11-12-25  
Date

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 12 day of November, 2025, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared Michelle Barry, as Member for Barry Springs, LLC, an Alaska limited liability company, which is known to me and to me known to be the entity named in the above and foregoing instrument, and she executed such instrument and acknowledged to me the execution thereof for the uses and purposes therein set forth, on behalf of said company.

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

Tyler Eldridge  
NOTARY PUBLIC in and for Alaska  
My commission expires: 4/27/27



[ACKNOWLEDGMENTS CONTINUE ON THE FOLLOWING PAGES]





DECLARANT:

Barry Springs, LLC

By: [Signature]  
David Arthur, Member

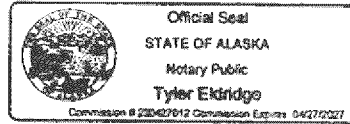
11.12.25  
Date

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 12 day of November, 2025, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared David Arthur, as Member for Barry Springs, LLC, an Alaska limited liability company, which is known to me and to me known to be the entity named in the above and foregoing instrument, and he executed such instrument and acknowledged to me the execution thereof for the uses and purposes therein set forth, on behalf of said company.

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

[Signature]  
NOTARY PUBLIC in and for Alaska  
My commission expires: 4/27/27

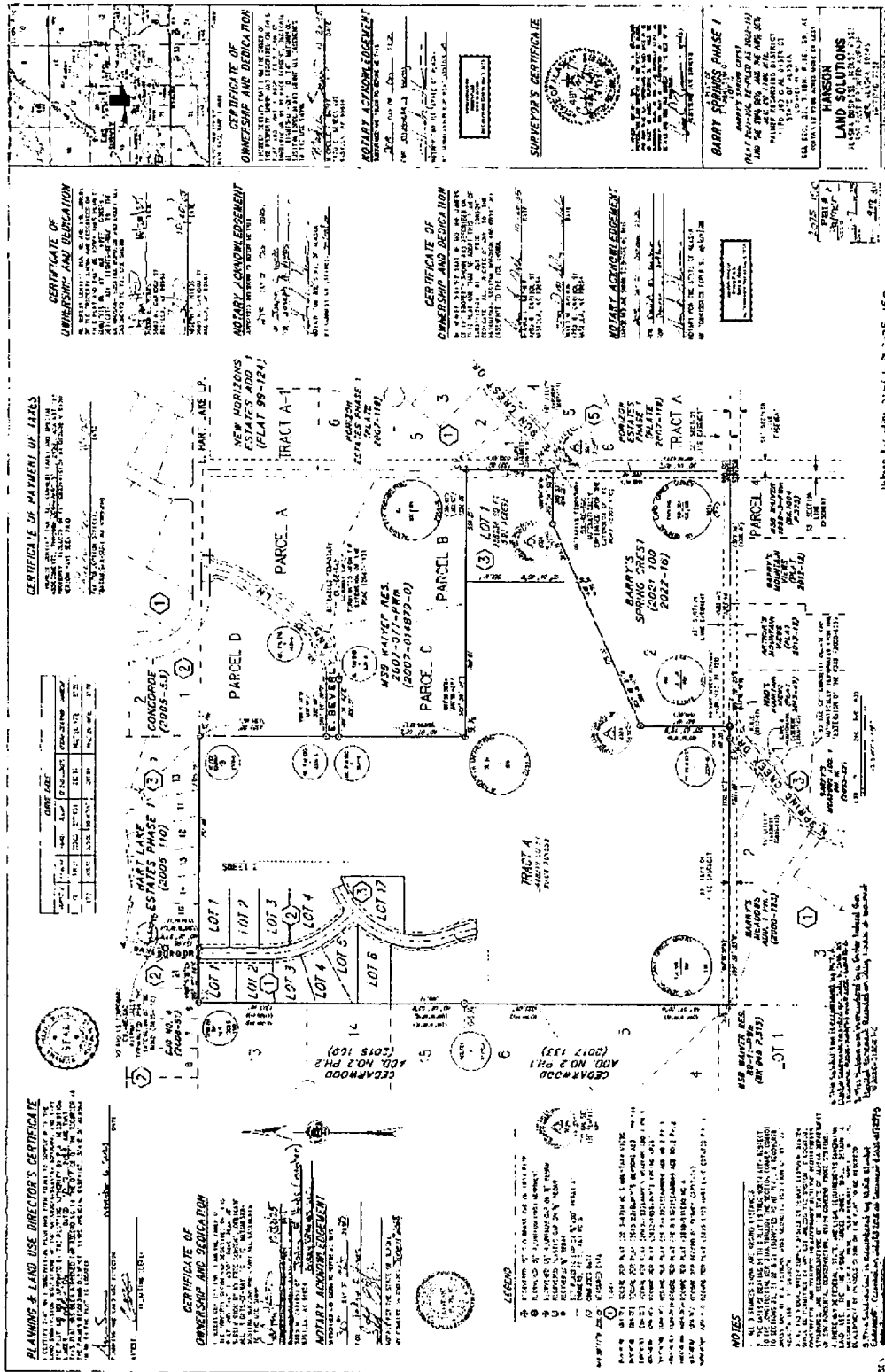


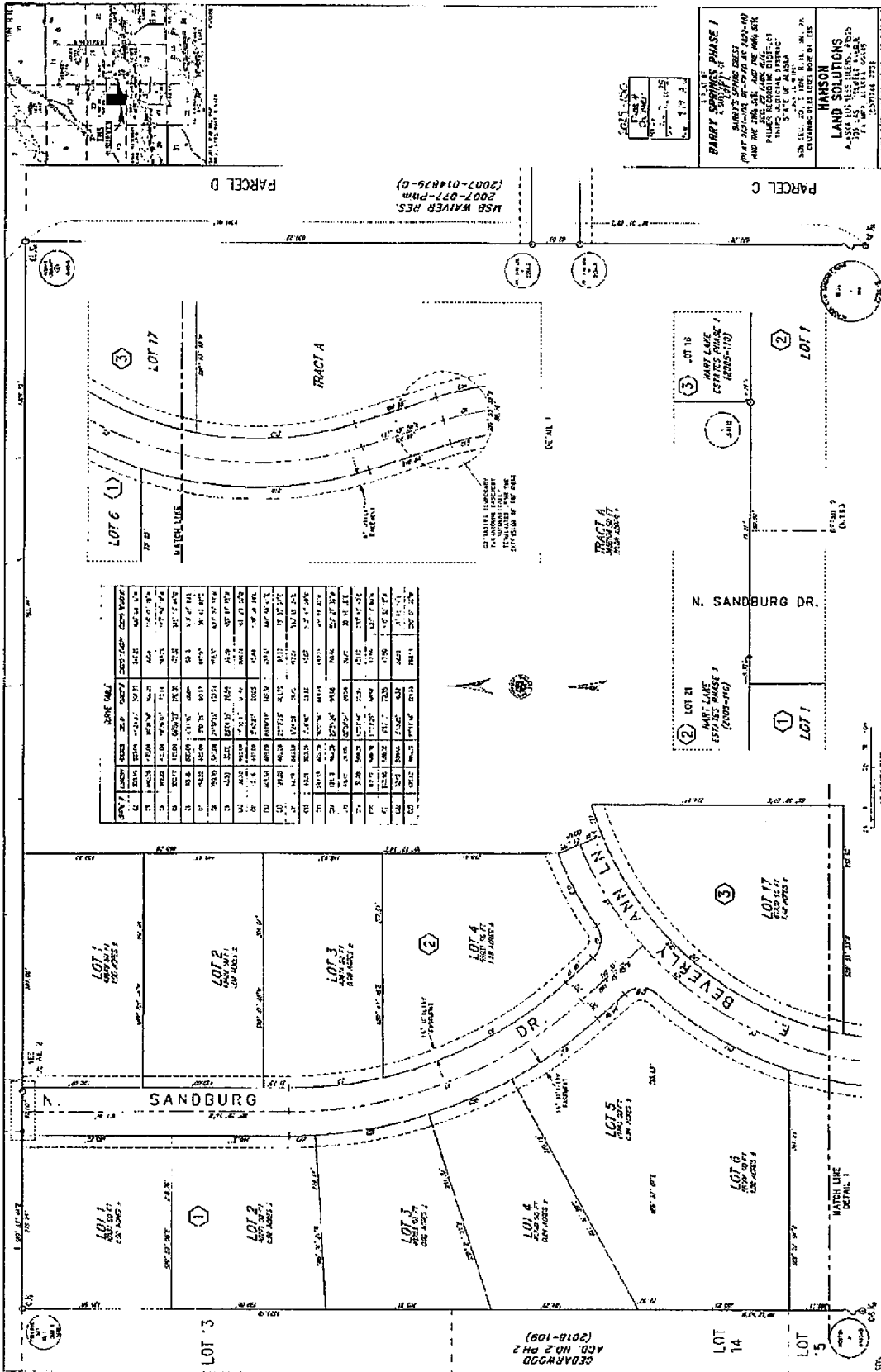
**SCHEDULE A-1  
DESCRIPTION OF LAND**

Lots 1-6, Block 1, Lots 1-4, Block 2, Lots 1 and 17, Block 3, and Tract A, Barry Springs Phase I, Plat No. 2025-150, records of the Palmer Recording District, Third Judicial District, State of Alaska.



# SCHEDULE A-2 PLAT





**BARRY SPRINGS PHASE 1**  
 HANSON LAND SOLUTIONS  
 14555 145TH AVE, SUITE 200  
 FARMINGTON, MN 55025  
 TEL: 612.835.1234  
 FAX: 612.835.1235  
 WWW.HANSONLANDSOLUTIONS.COM

