



*First American
Title Insurance Company*

LISTING PACKAGE

4/3/2026

morgan@veteransofthevalley.com

Attn: Morgan Phillips

We appreciate the opportunity to serve you and thank you for choosing First American Title. Attached please find the following:

- Tax Information
- Vesting Deed
- Deed of Trust
- As Built
- As Built Not Found
- Plat Map
- Tax Map
- CCR's
- CCR's Not Found
- Other: Building Certificate & Building Instruction

Owner Name(s): MAESTAS MICHAEL NICK & MAESTAS LINDA MARIE

Physical Address: 8348 E FORK CIR

Legal Description: LOT 16 POUSTINIA N PH 2, PLAT NUMBER 2019-22, PALMER RECORDING DISTRICT

Please do not hesitate to contact me at 907-561-1844 or cs.alaska@firstam.com if I may be of further assistance. I understand you have a choice and hope you will choose First American Title for your next transaction. Have a wonderful day!

Sincerely,

Kellie Trolz

Kellie Trolz, Title Customer Service

Enclosures

NOTICE OF DISCLAIMER OF LIABILITY

This letter and the accompanying materials do not constitute a policy of Title Insurance or a Commitment for Title Insurance. Further, they are not an abstract of title. These materials are furnished as a courtesy by First American Title Insurance Co., and the Company does not take responsibility for the completeness or accuracy of the materials. If you desire a complete report on the status of title, please contact the above named person to arrange for a Commitment or Policy. No transaction or decision should be made based on these materials until such time as the Company has the opportunity to perform a complete search and is prepared to issue a Policy.

1400 W Benson Blvd, Suite 250, Anchorage, AK 99503
TEL 907-561-1844 | FAX 907-561-1948
ak.firstam.com



MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 57858000L016

Site Information

Account Number	57858000L016	Subdivision	POUSTINIA N PH 2
Parcel ID	535328	City	None
TRS	S18N01E15	Map WA01	Tax Map
Abbreviated Description (Not for Conveyance)	POUSTINIA N PH 2 LOT 16		

Site Address 8348 E Fork Cir

Ownership

Appraisal Information

Year	Land Appraised	Bldg. Appraised	Total Appraised	Assessment Year
2026	\$72,500.00	\$612,100.00	\$684,600.00	2026
2025	\$63,000.00	\$581,000.00	\$644,000.00	2025
2024	\$63,000.00	\$547,800.00	\$610,800.00	2024

Land Assessed	Bldg. Assessed	Total Assessed ¹
\$0.00	\$399,341.00	\$399,341.00
\$0.00	\$364,280.00	\$364,280.00
\$63,000.00	\$547,800.00	\$610,800.00

Building Information

Structure 0 of 1

Residential Units	1	Use	Residential Building
Condition	Standard	Design	One Story
Basement	None	Construction Type	Frame
Year Built		Grade	05.2
Foundation	Concrete Block	Well	Well 1 - Drilled Well
Septic	Septic - 1 - Septic Tank		

Building Item Details

Building Number	Description	Area	Percent Complete
0	Gas Heat		1 Sq. Ft. 100%
0	Fireplace Heatilator - 8N		1 Sq. Ft. 100%
0	Garage (10.3) Area - 11M		1537 Sq. Ft. 100%
0	First Story		1981 Sq. Ft. 100%

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2026	No	0017	::	::
2025	Yes	0017	11.105	\$4045.34
2024	Yes	0017	11.391	\$6957.62

Recorded Documents

Date	Type	Recording Info (offsite link to DNR)
7/2/2021	WARRANTY DEED (ALL TYPES)	Palmer 2021-019586-0
9/11/2020	QUITCLAIM DEED (ALL TYPE)	Palmer 2020-022631-0
2/21/2020	QUITCLAIM DEED (ALL TYPE)	Palmer 2020-003596-0

Tax Account Status ²

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total ³	LID Exists
Current		\$0.00	\$0.00	\$0.00	\$150,000.00	\$285,259.00 No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
2.34	2.34	Assembly District 001	29-510	132 Greater Palmer Consol	025 Bogard RSA

¹ Total Assessed is net of exemptions and deferments, rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

Last Updated: 4/3/2026 1:00:00 PM

² If account is in foreclosure, payment must be in certified funds.

³ If you reside within the city limits of Palmer or Houston, your exemption amount may be different.



66296 PG/ATGA

WARRANTY DEED
A.S. 34.15.030

The Grantor,

SELWAY CORP., an Alaska corporation, whose address is PO Box 1987, Palmer, AK 99645, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee,

MICHAEL NICK MAESTAS and LINDA MARIE MAESTAS, husband and wife, as Tenants by the Entirety, with rights of survivorship, whose address is 8348 E Fork Cir, Wasilla AK 99654 the following described real property:

Lot 16, Poustinia North Phase 2, according to the official plat thereof filed under Plat No. 2019-22, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

Subject to:

Reservations and exceptions as contained in U.S. Patent No. 50-77-0092, recorded August 24, 1977, Book 146 Page 964, and/or in Acts authorizing the issuance thereof.

Covenants, conditions, restrictions and easements, including the terms and provisions thereof, as contained in an instrument recorded March 9, 2018, as Instrument No. 2018-004590-0.

Blanket Right-of-Way Easement, including terms and provisions thereof, granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., and its assigns and/or successors in interest, to construct, lay, maintain, operate, alter, repair, remove and replace pipelines including metering facilities, thereto for the transportation of natural gas under, upon, over and through said lands and appurtenances thereto, by instrument recorded May 3, 2018, Instrument No. 2018-008610-0.

Notes as recited on Plat(s) of said Subdivision.

Easements as shown on the Plat(s) of said Subdivision.

Blanket Right of Way Easement, including terms and provisions thereof, granted to Matanuska Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 30, 2019, Instrument No. 2019-010803-0.

Further subject to reservations and exceptions in U.S. and/or State of Alaska Patents and in Acts authorizing the issuance thereof, easements, rights-of-way, covenants, conditions, reservations, notes on plat, by-laws, and all other restrictions of record, if any.

Dated: July 1, 2021

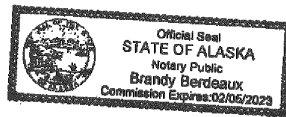
GRANTOR: SELWAY CORP.

By [Signature]
REBECCA GAMBLE, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on July 1st, 2021, by REBECCA GAMBLE, President of SELWAY CORP., an Alaska corporation, on behalf of the corporation.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 2/5/23





**SUMMARY OF BUILDING INSPECTIONS
Site-Built Residential Construction**

Owner of Record: Selway Corporation

Owner of Record is: Owner-Builder Licensed Residential Contractor

Legal Description: Lot 16 Poustinia North Phase 2 / Palmer Recording District
(Include Recording District)

Site Address: 8348 East Fork Circle, Wasilla, Alaska 99654

This certification is issued pursuant to the requirements of AS 18.56.300 and Alaska Housing Finance Corporation (AHFC) regulations 15 AAC 150.030. Use of alternate methods, such as videos, must have *prior written approval* of AHFC.

By my signature below, I certify I have the current, applicable certifications of authority. I am not personally or financially related to the builder, seller, buyer, real estate agent, or other interested party for this project, other than as a fee inspector. I certify that all inspections have been completed pursuant to the requirements of 15 AAC 150.035, including Section .04 Part B. of the AHFC New Construction Inspections Guidelines, per the standards adopted by 15 AAC 155.010

1. Plan Approval

Printed Name	Signature	License No.*	Date
David R. Owens, C.I, MCP.		ICC# 0821553	10-15-20

2. Completion of Footings & Foundation

	Printed Name	Signature	License No.*	Date
Footings	David R. Owens, C.I, MCP.		ICC# 0821553	10-15-20
Foundation	David R. Owens, C.I, MCP.		ICC# 0821553	10-17-20

3. Completion Of Framing, Electrical, Plumbing & Mechanical

	Printed Name	Signature	License No.*	Date
Framing	David R. Owens, C.I, MCP.		ICC# 0821553	03-23-21
Electrical	David R. Owens, C.I, MCP.		ICC# 0821553	03-23-21
Plumbing	David R. Owens, C.I, MCP.		ICC# 0821553	03-23-21
Mechanical	David R. Owens, C.I, MCP.		ICC# 0821553	03-23-21

AK HIN # 9

Recorder: Index by Legal, Owner and Builder

Return to: Hall Quality Homes
PO Box 1987
Palmer AK 99645

Form PUR-102
Page 1 of 2
04/16

Legal Description: Lot 16 Poustinia North Phase 2 / Palmer Recording District

4. Completion of Installation of Insulation & Vapor Barrier


<u>Printed Name</u> David R. Owens, C.I, MCP.	<u>Signature</u> 	<u>License No.*</u> ICC# 0821553 AK HIN # 9	<u>Date</u> 03-29-21
--	--	---	-------------------------

5. Conditional Approval

Items to be completed: _____
To Be Completed By: _____

<u>Printed Name</u> David R. Owens, C.I, MCP.	<u>Signature</u> _____	<u>License No.*</u> ICC# 0821553 AK HIN # 9	<u>Date</u> _____
--	---------------------------	---	----------------------

6. Final Approval

<u>Printed Name</u> David R. Owens, C.I, MCP.	<u>Signature</u> 	<u>License No.*</u> ICC# 0821553 AK HIN # 9	<u>Date</u> 06-21-21
--	--	---	-------------------------

* License No. is the Inspector's Registration # under AS 08.18 and 12 AAC 22

CONTRACTOR'S CERTIFICATION

Under penalty of perjury, by my signature below, I certify that the required inspections have been completed and the building meets or exceeds standards set forth under AS 18.56.300 and 15 AAC 150.030. I also certify that any/all engineered components are currently listed with the International Code Council (ICC) and to my knowledge there has been no action to rescind ICC approval. I further certify that the information below is true and correct.

Builder's Signature:  Date: 6-21-21

Builder's Name: Rebecca Gamble License No.: CONG22921
(If applicable)

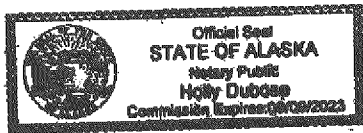
Residential Endorsement No.: 128648 Dated: 12/31/22

Return to:
Business Name: Hall Quality Homes

Address: PO Box 1987

City: Palmer State: AK ZIP Code: 99645

Before me, a Notary Public in and for the State of Alaska, Rebecca Gamble
has executed the foregoing document of his/her own free will.



Holly Dubois
Notary Signature

My Commission Expires: 9/9/2023

Recorder: Index by Legal, Owner and Builder

Form PUR-102
Page 2 of 2
04/16





Home Energy Rating Certificate

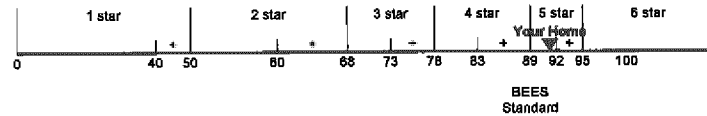


The Building Located At:
 8348 E. Fork Circle
 Wasilla, Alaska

Has Been Energy-Rated As:
 ★★★★★
 Five Star

Efficiency Score

91.3 points



Amount of CO2 Produced by the Home

27,216 pounds per year

Projected Annual Energy Costs

\$3,534 per year

Score with Renewables

91.3 points

Estimated Annual Energy Costs

Space Heating ██████████ \$1,615

Water Heating █████ \$313

Space Cooling \$0

Lights & Appli. ██████████ \$1,606

Renewables \$0

Owner of Record: Selway Corp. dba Hall Quality Homes

Legal Description

POUSTINIA N PH 2 LOT 16

Energy Rater: Richard R. Owens
Residential Energy Designs

Date Construction Began: 10/15/2020

Certifying BEES: 2018

Energy Rating Date: 6/9/2021

File: Hall#1771.hm2

AkWarm: 2.10.0.0 Library: 3/1/2021

Plot # 2017-123

311 - Palmer District

I certify that this Energy Rating is true and correct, to the best of my knowledge and belief, and the structure located on the above described property complies with the all the requirements of the building energy efficiency standards as required by Section .04 Part A. of the AHFC New Construction Inspection Guidelines, per the standards adopted by 15 AAC 155.010.

Energy Rater Signature

Date

Return to:

Hall Quality Homes
PO Box 1987
Palmer AK 99645

6-9-21

CERTIFICATE OF OWNERSHIP & DEDICATION

WE CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED IN THIS PLAN AND THAT WE ADOPT THIS PLAN OF SUBDIVISION BY OUR FREE CONSENT, DEDICATE ALL RIGHTS-OF-WAY TO THE MATANUSKA-SUSITNA BOROUGH AND GRANT ALL EASEMENTS TO THE USE SHOWN.

Harry A. Davidson Trustee 2-13-2019
 HARRY A. DAVIDSON, TRUSTEE DATE
 DAVIDSON FAMILY TRUST
 P.O. BOX 876761
 WASILLA, ALASKA 99687-6761

NOTARY ACKNOWLEDGMENT
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 19TH
 DAY OF FEBRUARY 2019
 FOR HARRY A. DAVIDSON

Peggy Horton
 NOTARY FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES 2-13-2021

Judi C. Davidson, Trustee
 JUDI C. DAVIDSON, TRUSTEE DATE 02/13/2019
 DAVIDSON FAMILY TRUST
 P.O. BOX 876761
 WASILLA, ALASKA 99687-6761

NOTARY ACKNOWLEDGMENT
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 13TH
 DAY OF FEBRUARY 2019
 FOR JUDI C. DAVIDSON

Peggy Horton
 NOTARY FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES 2-13-2021

PLANNING & LAND USE DIRECTOR'S CERTIFICATE

I CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE LAND SUBDIVISION REGULATIONS OF THE MATANUSKA-SUSITNA BOROUGH, AND THAT THE PLAT HAS BEEN APPROVED BY THE PLATTING AUTHORITY BY PLAT RESOLUTION NO. 2019-19 DATED 11/22/2019 AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, IN WHICH THE PLAT IS LOCATED.

2/15/19 *Ann Suman Acting*
 DATE PLANNING & LAND USE DIRECTOR
 ATTEST: *Vickie Lee Fenster*
 PLATTING CLERK



CERTIFICATION OF PAYMENT OF TAXES

I HEREBY CERTIFY THAT ALL CURRENT TAXES AND SPECIAL ASSESSMENTS, THROUGH December 31, 2018 AGAINST THE PROPERTY, INCLUDED IN THE SUBDIVISION OR RESUBDIVISION, HEREON HAVE BEEN PAID.

2-15-19 *Christel Weiland*
 DATE BOROUGH TAX COLLECTION OFFICIAL

SURVEY CONTROL POINT
 STATE PLANE COORDINATES
 SPC (5004 AK 4)
 851662.000 METERS NORTHING
 539222.407 METERS EASTING

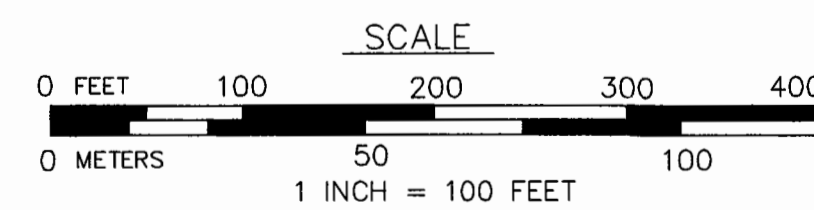
SURVEY THE ONLY
 574°50'39"W
 1024.40'

CURVE TABLE

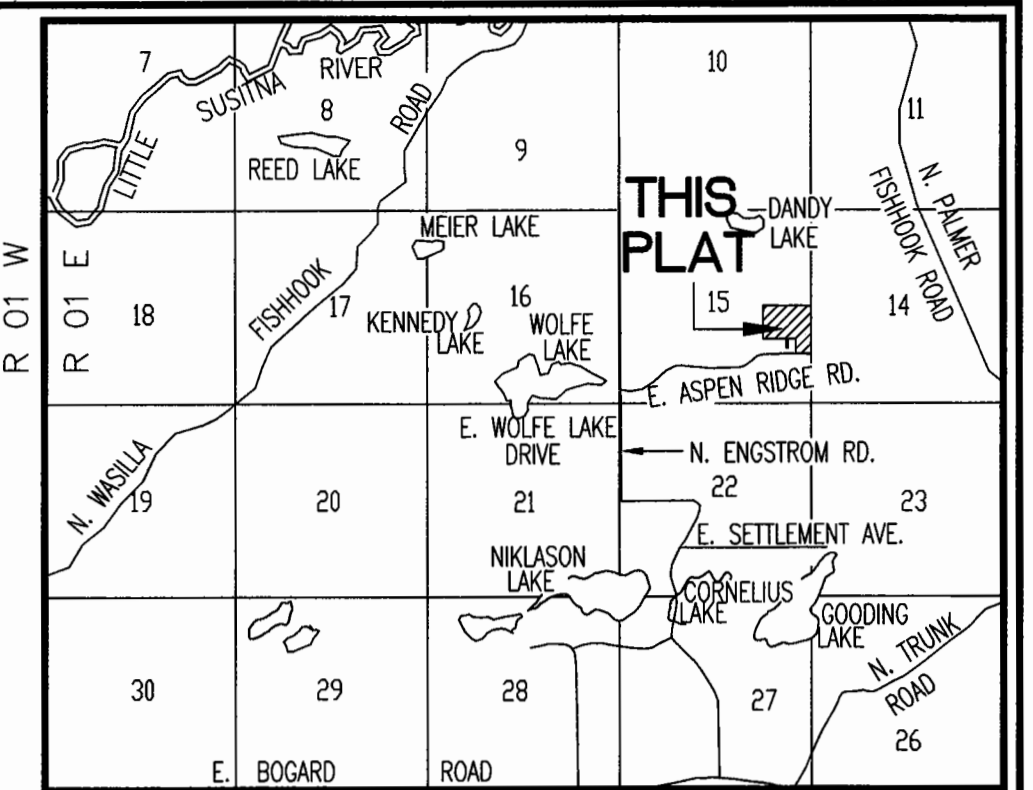
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	47.12'	30.00'	90°00'00"	30.00'	42.43'	N44°58'44"W
C2	47.12'	30.00'	90°00'00"	30.00'	42.43'	S45°01'16"W
C3	37.82'	50.00'	43°20'30"	19.87'	36.93'	N68°18'29"W
C4	279.27'	60.00'	266°41'01"	63.58'	87.27'	N00°01'16"E
C5	37.82'	50.00'	43°20'30"	19.87'	36.93'	N68°21'01"E
C6	37.82'	50.00'	43°20'30"	19.87'	36.93'	S68°18'29"E
C7	279.27'	60.00'	266°41'01"	63.58'	87.27'	S00°01'16"W
C8	37.82'	50.00'	43°20'30"	19.87'	36.93'	S68°21'01"W
C9	139.64'	60.00'	133°20'30"	139.12'	110.19'	S66°41'31"W
C10	139.64'	60.00'	133°20'30"	139.12'	110.19'	S66°38'59"E
C11	139.64'	60.00'	133°20'30"	139.12'	110.19'	N66°38'59"W
C12	139.64'	60.00'	133°20'31"	139.12'	110.19'	N66°41'31"E

LINE TABLE

LINE	LENGTH	BEARING
L1	60.00'	N00°01'16"E
L2	60.00'	N00°01'16"E



SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE MONUMENTS SHOWN ON THE PLAT ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
 7330-S GARY LoRUSSO
 REGISTERED LAND SURVEYOR
 DATE 02/04/19



T 18 N, R 01 E
 VICINITY MAP
 SCALE 1" = 1 MILE

NOTES

1. THERE MAY BE FEDERAL, STATE AND LOCAL REQUIREMENTS GOVERNING LAND USE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL PARCEL OWNER TO OBTAIN A DETERMINATION WHETHER SUCH REQUIREMENTS APPLY TO THE DEVELOPMENT OF PARCELS SHOWN HEREON.
2. NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, WHICH GOVERN THOSE SYSTEMS.
3. BASIS OF BEARING FROM G.P.S. OBSERVATION TAKEN AT THE SURVEY CONTROL POINT SHOWN HEREON.
4. 5/8" x 30" REBAR WITH SELF-IDENTIFYING PLASTIC CAP SET AT ALL LOT CORNERS, P.C.'S, P.T.'S AND P.R.C.'S UNLESS NOTED.
5. COVENANTS, CONDITIONS AND RESTRICTIONS WERE RECORDED IN THE PALMER RECORDING DISTRICT ON MARCH 9, 2018 AT RECEPTION NO. 2018-004590-0.

LEGEND

- ★ FOUND GENERAL LAND OFFICE BRASS CAP MONUMENT AS SHOWN AND DESCRIBED
- ⊙ FOUND ALUMINUM CAP MONUMENT - AS SHOWN AND DESCRIBED
- ⊙ FOUND ALUMINUM CAP ON 5/8" REBAR - AS SHOWN AND DESCRIBED
- △ SURVEY CONTROL POINT

2019-22
 Plat # PALMER
 Rec Dist
 FEB 15 2019
 Date
 Time 12:17 P.M.

A PLAT OF
POUSTINIA NORTH PHASE 2
 A SUBDIVISION OF
 TRACT A POUSTINIA NORTH PHASE 1, PLAT #2017-123
 NE1/4 SE1/4 SECTION 15, T. 18 N., R. 01 E.
 SEWARD MERIDIAN, ALASKA
 PALMER RECORDING DISTRICT
 THIRD JUDICIAL DISTRICT
 STATE OF ALASKA
 CONTAINING 31.80 ACRES, MORE OR LESS

KEYSTONE SURVEYING & MAPPING
 GARY LoRUSSO, PROFESSIONAL LAND SURVEYOR
 ALASKA BUSINESS LICENSE #134615
 MAILING ADDRESS: P.O. BOX 2216 * PALMER, ALASKA 99645
 PHYSICAL ADDRESS: 131 E. SWANSON AVE. * WASILLA, ALASKA 99664
 PHONE: (907) 376-7811

DRAWN BY ICAD/K.Lyne	DATE 2/4/19	DRAWING: 2018-9/PoustiniaNorthPh2
CHECKED BY GLO	SCALE 1" = 100 FEET	SHEET 1 OF 1



**PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
POUSTINIA NORTH SUBDIVISION**

CR18-53⁸

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the undersigned is the owner of the following described real property:

The northeast one-quarter of the southeast one-quarter (NE1/4 SE1/4) of Section 15, Township 18 North, Range 1 East, Seward Meridian, Lot D3, in the records of the Palmer Recording District, Third Judicial District, State of Alaska, recorded as Lots ONE(1) through EIGHTEEN(18), POUSTINIA NORTH SUBDIVISION, Plat No. 2017-123.

hereinafter referred to as "Covered Property;" and

WHEREAS, the undersigned desires to assure the continued development of Covered Property on a high level for the benefit of future property owners therein; and

WHEREAS, the undersigned desires to place on and against Covered Property certain protective covenants regarding the improvements and/or use of said property;

NOW, THEREFORE, the undersigned does hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions and provisions regarding the use and/or improvements of Covered Property as follows.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED AREA. These covenants shall apply to the Covered Property described above. "Lot" shall mean and refer to any of the numbered plots or tracts of land shown upon any recorded plat of POUSTINIA NORTH SUBDIVISION included as Covered Property and no Lot

may be subdivided. These protective covenants shall not apply to Lot EIGHTEEN (18). Lot EIGHTEEN (18) is exempt from all building restrictions and requirements, including size, number, and residential restrictions.

B-2. WATERSUPPLY. Each improved Lot shall have its own water supply system located on the Lot to be served thereby. No individual water supply system shall be permitted on any Lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such a system as installed shall be the responsibility of the individual owner.

B-3. SANITARY WASTE DISPOSAL. Each improved Lot shall have its own sanitary waste disposal system. No individual system shall be permitted on any Lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation, or such other regulations which may be promulgated by state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

PART C. PROPERTY RESTRICTIONS.

C-1. SINGLE FAMILY RESIDENCES. Lots may be used for single family residential purposes only. Temporary buildings may not be placed on any Lot for any purpose. No group homes, commercial activities nor natural resource extraction shall be allowed on any Lot.

C-2. COMPLETION OF CONSTRUCTION. All residential dwellings must have a finished exterior within six (6) months from groundbreaking and be fully completed within one (1) year from groundbreaking.

C-3. OFF-SITE PREFABRICATION. No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be utilized within the subdivision.

C-4. DWELLING COSTS, QUALITY AND SIZE.

(a) **Value and Building Size.** No single family dwelling structure shall be permitted on any Lot which has an appraised value of less than \$200,000, excluding land and outbuildings,



based upon 2017 costs. The minimum finished gross area of the dwelling in square feet, exclusive of open porches and garages shall be as follows:

(1) if the dwelling is a single level, one-story building: minimum 1500 square feet;

(2) if the dwelling is a two-story building: minimum 1500 square feet, of which at least 750 square feet must be on the ground floor; and,

(3) if the dwelling is a split entry or tri-level building: minimum 1500 square feet of which at least 750 square feet must be on the ground floor.

(b) **Construction Standards.** Construction of all residential structures contemplated herein shall be at least equal to the present FHA minimum building standards. The minimum cost figure is based upon cost level obtained on the date the covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.

(c) **Building Height.** No building shall exceed 42 feet in height from ground level on the front of the building.

(d) **Exterior Appearance, Colors, and Materials.** To ensure the development of the Subdivision as a subdivision of high standards, owners shall be responsible for utilizing exterior colors to promote a pleasing and compatible neighborhood appearance. Overly vibrant colors are disallowed, as are color schemes which clash with the neighborhood's overall appearance. Exterior colors shall be restricted to soft "earth tones." Clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair. All siding shall be of finish quality and shall be natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, cement fiber, (Hardiplank or similar) metal, (other than metal roofing products) stucco or any equal finish.



C-5. OUTBUILDINGS. Outbuildings are defined as buildings not used as dwellings, including detached garages, utility sheds, greenhouses, barns and shops. Outbuildings may not be used for commercial or rental purposes. All outbuildings shall be constructed utilizing proper foundations, siding and roofing materials and be finished so that they will be equal to the primary structure's appearance. All outbuildings must be completed within three (3) months from start of construction.

C-6. BUILDING LOCATION. Any building or portion of same located on any Lot shall meet the minimum setback requirements of the Matanuska-Susitna Borough Code.

C-7. FENCES. No fence of any kind may be installed in violation of state statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended. Additionally, no fence of any kind may be installed unless built in a professional manner and properly maintained. Wood fences must be built of finished lumber, which must be painted or stained, or cedar split rail. No electric fence is allowed unless it is installed on the interior of a wood or chain link fence. Neither barbed wire fencing nor welded wire fencing is permitted.

C-8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the property is located. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. 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 is responsible.

Trails, driveways, easements and similar ingress or egress methods to or from the Covered Property to adjacent or nearby property outside POUSTINIA NORTH SUBDIVISION are strictly prohibited. No easements for ingress or egress across any Lot shall be permitted to be executed or recorded allowing access to or from property adjacent to the Covered Property. Any such document shall be void and of no force and effect. The purpose of this paragraph is to prohibit access to the POUSTINIA NORTH SUBDIVISION road system from property outside of the subdivision.



C-9. SIGNS. No sign of any kind shall be displayed to the public view on any residence except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise property during construction and sales period.

C-10. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including, but not limited to, barking dogs, flying private or commercial drones/Unmanned Aircraft Systems (UAS). No trade or business of any offensive nature shall be permitted.

C-11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, gravel extracting, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil well, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

C-12. ANIMALS. No animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including without limitation "wolf hybrids", shall be kept on any Lot. No dogsled team or livestock of any kind, shall be raised, bred or kept on any Lot for any purpose, including, but not limited to, use for sporting purpose such as dogsled competition. Each living unit shall be allowed a maximum of two dogs, two cats, six chickens, and no roosters. However, any vicious dog shall not be allowed at all in the subdivision. All animals shall be kept in runs or in a fenced yard. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

C-13. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes or other refuse containers, shall be placed or maintained on or along the side or end of any Lot fronting upon, or adjacent to, a street, with the exception that patrons of a garbage pick-up service may place such containers bearing trash or garbage for pick-up upon the end or side of the Lot fronting upon the street on which the garbage is picked up on the day designated by ordinance, resolution, or contract for the pick-up of garbage at such Lot. No burning of trash, garbage, refuse, or other waste, shall be permitted upon the street front and/or side of any Lot at any time, and such burning on the rear of Lots shall be permitted only in accordance with the appropriate health and safety laws or ordinance of the political subdivision in



which the Lot is located. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in a sanitary condition.

C-14. INOPERABLE VEHICLES. No inoperable vehicle or vehicle body shall be permitted upon any Lot or within any street or easement adjacent to any Lot in the subdivision. A vehicle which is otherwise operable but is not used or moved for more than forty-five days shall be considered an inoperable vehicle for purposes of this provision. No repairing, dismantling, or assembling of any vehicle, boat, snowmobile or any other power driven machines will be permitted on any Lot except within an enclosed garage.

C-15. COMMERCIAL VEHICLES. No commercial vehicles, trailers other than utility trailers, or motorized construction equipment may be placed on any Lot for any purpose except during the construction period.

C-16. MAIL AND NEWSPAPER DEPOSITORIES. Subject to the requirements for mail depositories installed by the U. S. Post Office, the design, material and finish of any mail or newspaper depository to be erected upon a Lot governed by these protective covenants, conditions and restrictions shall be of the type approved by the Post Office or provided by the newspaper.

C-17. LANDSCAPING. Each Lot owner shall landscape any portion of the Lot disturbed during the construction process within ten (10) months after the start of construction. Lots that are not wooded shall be maintained so as not to become overgrown with weeds, brush or trees, other than trees utilized for landscaping purposes. Right of ways and utility easements shall be kept clear of trees, shrubs, and any rocks including landscape rocks.

C-18. EXTERNAL RESTRICTIONS. No windmills or similar wind power generation equipment of any kind are permitted on any Lot.

C-19. DRIVEWAYS. Each Lot owner shall, at the time of driveway construction, obtain a driveway permit from the Matanuska-Susitna Borough. Driveway and culvert installation shall comply with Matanuska-Susitna Borough regulations. Access to and from the Lot is restricted to the Permitted driveway. Motorized access to and from the Lot shall not be permitted from any adjoining property outside of the POUSTINIA NORTH SUBDIVISION.



As set forth in C-8 EASEMENTS above, trails, driveways, easements and similar ingress or egress methods to or from the Covered Property to adjacent or nearby property outside POUSTINIA NORTH SUBDIVISION are strictly prohibited. No easements for ingress or egress across any Lot shall be permitted to be executed or recorded allowing access to or from property adjacent to the Covered Property. Any such document shall be void and of no force and effect. The purpose of this paragraph is to prohibit access to the POUSTINIA NORTH SUBDIVISION road system from property outside of the subdivision.

PART D. MISCELLANEOUS PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of the Lots in accordance with paragraph D-4 AMENDMENTS has been recorded agreeing to amend said covenants in whole or part.

D-2. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any such provision, either to restrain a violation thereof or to recover damages for a violation thereof, or both. Suit to enforce these provisions may be brought by any homeowner or by any individual Lot owner aggrieved by a violation of these provisions.

D-3. 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.

D-4. AMENDMENT. This Declaration may be amended by recorded instrument at any time by the undersigned until 75% of the Lots have been sold. After such time, an affirmative vote of 2/3 of the Lot owners of the Covered Property may amend this document, such amendment to be consummated by a written instrument recorded in the Palmer Recording District.



DATED at this 7 day of March, 2018

BY: Harry A. Davidson
Harry A. Davidson

BY: Judi C. Davidson
Judi C. Davidson

STATE OF ALASKA)
) SS:
THIRD JUDICIAL DISTRICT)

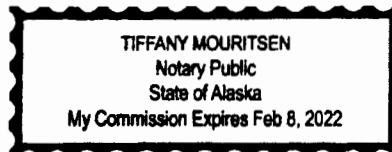
THIS IS TO CERTIFY that on the day of 3/7/18, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared HARRY A. DAVIDSON and JUDI C. DAVIDSON, who is known to me and to me known to be the individual named in and who executed the above and foregoing **PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR POUSTINIA NORTH SUBDIVISION.**

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

Tiffany Mouritsen
NOTARY PUBLIC in and for Alaska
My Commission Expires: Feb 8, 2022

PLEASE RETURN TO:

HARRY A. DAVIDSON
JUDI C. DAVIDSON
PO BOX 876761
WASILLA, AK 99687-6761



**THIS INSTRUMENT IS BEING RECORDED
BY MAT-SU TITLE AGENCY, LLC
AS AN ACCOMODATION ONLY.
IT HAS NOT BEEN EXAMINED FOR VALIDITY
OR ITS EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN**

2018-004590-0

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