



C026-0029

**PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
UTOPIA VIEW
(Phase II)**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the undersigned is the sole owner of properties comprising Utopia View;

WHEREAS, the undersigned desire to assure the continued development of Utopia View at a high level for the benefit of future property owners and for protection of property values therein;

WHEREAS, the undersigned does desire to place on and against certain real property within Utopia View, certain protective covenants regarding the improvements and/or use of the same; and

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 the property described as:

**Lots 9-13, Block 1, Lots 13-32, Block 2, Lots 1-12, Block 3, Lots 1-3, Block 4, Utopia View,
according to the official plat thereof, Plat #2025-181, located in the Palmer Recording District,
Third Judicial District, State of Alaska (collectively hereinafter "Utopia View Phase II").**

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED AREA. The covenants shall apply to all lots in Utopia View Phase II. Parcel or lot shall mean and refer to any of the numbered lots of land shown upon the recorded plat of Utopia View Phase II.

B-2. WATER SUPPLY. Each residence 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 and the applicable laws and regulations of the State of Alaska. Approval of such a system as installed shall be the responsibility of the individual owner.

B-3. SANITARY WASTE DISPOSAL. No individual sanitary waste disposal 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 Title 18, Chapter 72, or such other regulations as maybe promulgated by the state or local authority. Approval off such a system as installed shall be the responsibility of the individual owner.

PART C. RESIDENTIAL AREA COVENANTS.

C-1. SINGLE FAMILY RESIDENTIAL PURPOSES. Except as set forth in D-2 below, no lot shall be used except for single-family residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot other than one single-family dwelling such outbuildings as described in C-4 below. Temporary or surplus buildings may not be placed on any lot for any purpose. No building or structure may be used for a group home or for commercial purpose of any kind. Mother-in-law apartments may be included as a part of a single-family residence, so long as it does not violate any other condition of these covenants. A lot may be used as or for an in-home office provided the following criteria are met:

- (a.) Traffic is not generated in greater volumes than would normally be expected in a single-family residential neighborhood.
- (b.) Equipment and operations, including storage, does not create noise, dust, vibration, glare, fumes, odor, drainage, runoff, contamination, pollution, nuisance, or health hazard in violation of any governmental rules and regulations, or that is objectionable to reasonable normal senses off the property.
- (c.) No "group homes", "half-way houses"; or similar facilities for housing those convicted of crimes and sentenced to temporary or periodic incarceration, shall be permitted.

C-2. MARIJUANA CULTIVATION OR RETAIL. No marijuana cultivation for commercial use, retail shops, warehouses, test labs, or stores are allowed on any lot within this subdivision.

C-3. MOBILE HOMES. No mobile homes, or travel trailers shall be utilized for residential purposes within Utopia View Phase II.

C-4. DWELLING SIZE, QUALITY, AND SIZE; OUTBUILDING SIZES. The minimum gross in square feet shall be as follows:

- (a) 1400 square feet if the dwelling is a single level one-story building (exclusive of open porches and garages), all of which must be completely finished;
- (b) 1600 square feet if the dwelling is a full two-story building (exclusive of open porches and garages), with a minimum of 800 square feet on the ground floor, with the entire dwelling finished;
- (c) 1800 square feet if the building is a split entry or tri-level building (exclusive of open porches and garages), with a minimum of 800 square feet on the ground floor, with the entire dwelling completely finished;
- (d) Each dwelling shall have a minimum of a attached 2-car garage with a full-width driveway from the garage to the nearest maintained MSB maintained road;
- (e) Each dwelling may have a shed, separate garage, or both, not greater in height than one-story, the structure, color, and architectural appearance of which shall complement the structure and architectural appearance of the dwelling, utilizing a proper foundation and siding;



- (f) A greenhouse, garden/tool shed, children's playhouse, doghouse/dog pen, or like structure, not greater in height than one story and not exceed two hundred (200) square feet in area;
- (g) Exterior house colors shall be earth tones, not vibrant bright colors;
- (h) Construction of all houses shall be at least equal to the present FHA Minimum building standards; and
- (i) No dwelling, outbuilding, or building shall exceed thirty (30) feet in height from the top of the foundation wall level.

C-5. LOT CLEARING RESTRICTIONS. The lot or parcel may be cleared of trees for the purposes of driveways, yards, septic systems, well systems, house construction, and desired open space.

C-6. CONSTRUCTION COMPLETION REQUIREMENT. All main dwellings must have a finished exterior within nine (9) months from the groundbreaking and be fully complete within eighteen (18) months thereafter. All siding shall be of finished quality and shall be painted or stained wood, prefinished metal, or vinyl. All outbuildings must be completed in six (6) months from the start of construction.

C-7. BUILDING LOCATION. No building or portion of any building shall be located on any lot other than per Matanuska-Susitna Borough setback codes.

C-8. FENCES. No fence of any kind may be installed in violation of any 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 it meets the following criteria: All fences must be built in a professional manner and properly maintained and painted. 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. No fence shall be constructed in a manner that impedes reasonable visibility from any driveway, intersection, or roadway.

C-9. 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 in which 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. 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.

C-10. DRAINAGE EASEMENTS AND DETENTION BASINS. Drainage easements consisting of detention basins and drainage swales have been constructed on none (9) lots to capture snowmelt and rainwater and infiltrate this water into the ground. The basins and swales are to be maintained by the property owners and are not to be filled in with soil, gravel, debris, or otherwise altered. Maintenance costs shall be incurred by the nine (9) lot owners. Drainage easements are located on Lot 21, Lot 22, Lot 23, Lot 25, Lot 26, Lot 27, Lot 28, Lot 30, Block 2 and Lot 1 Block 4.

C-11. SIGNS. No signs of any kind shall be displayed to the public view on any lot 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-12. 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. No trade or business of an offensive nature shall be permitted upon any lot.

C-13. 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 wells, 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 natural gas shall be erected, maintained, or permitted upon any lot.

C-14. PETS, LIVESTOCK, POULTRY. 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 **NOT** be kept on any lot. No vicious animal, as defined by local ordinances, may be kept. Lot owners must confine all animals to the lot, except when under direct physical control. No animal may be kept unless the reasonable expectation of other lot owners to enjoy peace, quiet and a sanitary environment is maintained so that other owners are not subject to unsightly lots, uninvited animals on there lot, noises, odors or other nuisances. All animal excrements including manure must be properly disposed of so as not to cause odor, contamination or unsightliness. Horses, cows, pigs, sheep, and goats are prohibited. Nuisance dogs will not be tolerated.

C-15. 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, regulations, or ordinances 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-16. 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 Utopia View. A vehicle temporarily inoperative and held for repair by the owner for a period shall not be considered a violation of this provision.

C-17. MAIL AND NEWSPAPER DEPOSITORIES. Subject to the requirements for mail depositories 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-18. LANDSCAPING. The landscaped portions of each lot, such as lawns, must be mowed and/or maintained on a regular basis, to provide a neat and attractive appearance. Ditch lines and grades are to be maintained. There is to be no filling of ditches and ditch lines with soils, trees, stumps, rocks, or gravel and existing ditch lines must be maintained by lot owners. No landscaping shall be installed or maintained in a manner that impedes reasonable visibility from any driveway, intersection, or roadway.



C-19. EXTERNAL ANTENNA RESTRICTIONS; CELL TOWERS PROHIBITED. Any dish or other type of television or radio antenna or electronic device which has as its purpose the sending or receiving of signals from or to any external source of any kind shall be screened from the road and kept in an orderly and maintained appearance. No cell towers or other commercial communication facilities shall be constructed, erected, or maintained in Utopia View Phase II, nor shall any portion of the property be used for such purposes.

C-20. 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. Each lot shall have landscaping or at least seeding to the edges of driveway and within disturbed construction site after house and garage construction.

C-21. RESUBDIVISION. The area of the lots shall not be reduced in size by resubdivision. The owners of three contiguous lots may replat such lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

C-22. DRONES. No drones or other unmanned aerial vehicles shall be flown, operated, or maintained in Utopia View Phase II in any manner that impedes or impairs the privacy of lot owners.

C-23. SPEED LIMIT. ATVs, snow machines, and similar vehicles shall be always operated safely and at a reasonable speed for conditions, but in no event in excess of the posted speed limit.

Part D. RIGHTS RESERVED TO DECLARANT.

D-1. ADDITION OF LOTS OR PHASES. In addition to the rights described elsewhere in this Declaration, Declarant expressly reserves the right to add additional lots or phases of Utopia View to be subject to the CCR's, either all or in part, in the Declarant's discretion. The additional lots or phases of Utopia View will be developed by Declarant from Tract A, Utopia View, according to the official plat thereof, Plat #2025-181, located in the Palmer Recording District, Third Judicial District, State of Alaska. Addition of lots or phases shall be made by written instrument executed by Declarant, recorded in the Palmer Recording District, Third Judicial District, State of Alaska, describing the lots or phases to be included in the area of application of the CCR's and the extent of such applicability. Nothing in this Declaration shall require Declarant to develop additional phases of Utopia View or to add additional lots or phases to the area of application of these CCR's. Declarant's right under this section to add lots or phases to the area of application of the CCR's shall terminate on July 1st, 2029. Nothing in this section shall limit Declarant's rights as an owner of Lots in Utopia View.

D-2. LOTS FOR DUPLEXES. In addition to the rights described elsewhere in this Declaration, Declarant expressly reserves the right to amend the CCR's to permit lots to be used for a duplex, provided that the plans and specifications for a proposed duplex meets the other covenants, conditions, and restrictions of this Declaration, and in Declarant's sole discretion, on a case-by-case basis. Once construction on a single-family home has begun on a lot in Utopia View, that lot shall not be converted to a duplex lot under this section. Tri-plexes and larger multifamily units will not be authorized under this section.

Part E. ENFORCEMENT AND TERM.



E-1. ENFORCEMENT. Enforcement of these covenants, conditions, and restrictions shall be by proceedings at law or in equity against any person or persons violation or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for a violation thereof. Duit to enforce these provisions may be brought by any lot owner within Utopia View, or the Declarant at any time through July 1st, 2029, in accordance with the State of Alaska laws. Nothing in this section shall limit Declarant's rights as an owner of Lot(s) in Utopia View.

E-2. DAMAGES. In the event that a court of law or in equity determines that there has been a violation of the provisions of this Declaration, the violating lot owner shall be subject to a minimum fine of \$25.00 per day until the violation is cured, payable to the Declarant or any lot owner, as applicable, bringing such proceedings. Nothing in this section shall limit the damages that may be proven by the Declarant or any lot owner, as applicable, in excess of the \$25.00 minimum fine set forth in this section.

E-3. ATTORNEY'S FEES AND COSTS. In the event of any litigation (at law or in equity and including any appeal) to enforce the provisions of these covenants, conditions, and restrictions, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such enforcement proceedings.

E-4. TERM AND AMENDMENT. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then record owners of lots is recorded, declaring the subject covenants, conditions, restrictions are to be terminated or amended in whole or in part. This Declaration may be amended as follows:

- (a) at any time and through **July 1, 2029** the declarant by a written instrument recorded in the Palmer Recording District, Third Judicial District, State of Alaska, may make further exceptions, amendments, and additions to these covenants, conditions, and restrictions as it may reasonable deem necessary and proper, in Declarant's sole discretion.
- (b) at any time after **July 1, 2029** or upon sale by Declarant of sixty-six percent (66%), of the lots of Utopia View (including any lots or phases added pursuant to section D-1), whichever occurs first, by a written instrument recorded in the Palmer Recording District, Third Judicial District, State of Alaska, demonstrating an affirmative vote of the lot owners representing two-thirds (2/3) of the lots in the subdivision making further exceptions. Amendments and additions to these covenants, conditions, and restrictions as deemed appropriate.

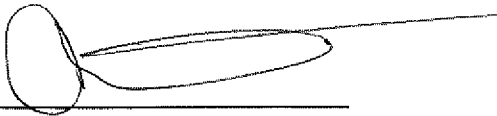
E-5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement of a court of competent jurisdiction or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this Declaration this 9th day of January, 2026.

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]



FOXGLOVE, LLC, Declarant




ASHLEE STETSON, Manager

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 9th day of January, 2026, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared ASHLEE STETSON, 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 UTOPIA VIEW (Phase II), as manager of FOXGLOVE, LLC, in the name of and for and on behalf of said company, and acknowledged to me the execution thereof for the uses and purposes therein set forth.

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

NOTARY PUBLIC
MICHELLE OSTANIK
STATE OF ALASKA
My Commission Expires March 12, 2027


NOTARY PUBLIC in and for Alaska
My commission expires: 3-12-27

Return Recorded Document to:

FOXGLOVE, LLC
Ashlee Stetson
3275 E Tamarak Ave.
Wasilla, AK 99654

THIS INSTRUMENT IS BEING RECORDED BY
STEWART TITLE COMPANY
AS AN ACCOMMODATION ONLY.
IT HAS NOT BEEN EXAMINED AS TO
ITS EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN.

