



**First American
Title Insurance Company**

LISTING PACKAGE

6/17/2026

jessica.taplin@hotmail.com

Attn: Jessica Taplin

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): PFEIFFER BRENT & JODI L

Physical Address: 125 S VIX WAY

Legal Description: LOT 10 BLK 2 UTOPIA MEADOWS, PLAT NUMBER 2005-56, 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: 55604B02L010

Site Information

Account Number	55604B02L010	Subdivision	UTOPIA MEADOWS
Parcel ID	88032	City	Wasilla
TRS	S17N01W12	Map WA11	Tax Map
Abbreviated Description (Not for Conveyance)	UTOPIA MEADOWS BLOCK 2 LOT 10		

Site Address 125 S Vix Way

Ownership

Owners	PFEIFFER BRENT & JODI L	Buyers	
Primary Owner's Address	125 S VIX WAY WASILLA AK 99654	Primary Buyer's Address	

Appraisal Information

Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed ¹
2026	\$50,600.00	\$437,800.00	\$488,400.00	2026	\$50,600.00	\$437,800.00	\$488,400.00
2025	\$44,000.00	\$413,600.00	\$457,600.00	2025	\$0.00	\$177,880.00	\$177,880.00
2024	\$44,000.00	\$398,700.00	\$442,700.00	2024	\$0.00	\$172,019.00	\$172,019.00

Building Information

Structure 1 of 1

Residential Units	1	Use	Residential Building
Condition	Standard	Design	Two Story
Basement	None	Construction Type	Frame
Year Built		Grade	04.8
Foundation	Concrete Block	Well	Well C - Community Water
Septic	Septic - 1 - Septic Tank		

Building Item Details

Building Number	Description	Area	Percent Complete
1	Gas Heat		1 Sq. Ft. 100%
1	Garage (10.3) Area - 11M		832 Sq. Ft. 100%
1	First Story		1168 Sq. Ft. 100%
1	Second Story		976 Sq. Ft. 100%

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed	Date	Type
2026	Yes	0035	::	::	8/21/2006	WARRANTY DEED (ALL TYPES)
2025	Yes	0035	10.265	\$1825.94	2/22/2006	WARRANTY DEED (ALL TYPES)
2024	Yes	0035	10.594	\$1822.37		

Recorded Documents

Recording Info (offsite link to DNR)

[Palmer 2006-023750-0](#)
[Palmer 2006-004431-0](#)

Tax Account Status ²

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total ³	LID Exists
Current		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area
0.63	0.63	Assembly District 004	27-420	130 Central Mat-Su

Road Service Area

No Borough Road Service see the [City of Wasilla Website](#)

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

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.

Last Updated: 6/17/2026 12:00:00 PM

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2006-023750-0

Recording Dist: 311 - Palmer
8/21/2006 10:08 AM Pages: 1 of 1



CCC



MAT-SU TITLE INSURANCE AGENCY, INC.

1981 E Palmer-Wasilla Highway, Suite 100, Wasilla, Alaska 99654
Phone: (907) 376-5294 Fax: (907) 376-1237 In State Toll Free: 1(877) 377-5294

MS70366/mc

**STATUTORY WARRANTY DEED
A.S. 34.15.030**

The Grantor(s),

Joseph D. Miller, a single person, whose address is: 17501 Mt. McKinley
Drine, Anchorage AK 99517
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(s),

Brent Pfeiffer and Jodi L. Pfeiffer, husband and wife, as tenants by the entirety, with rights of survivorship, whose address is: 125 South Vix Way Wasilla, AK 99654

the following described real property:

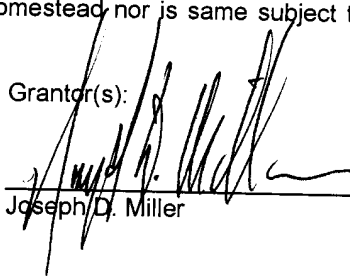
Lot 10, Block 2, Utopia Meadows, according to Plat No. 2005-56, located in the Palmer Recording District, Third Judicial District, State of Alaska.,

Subject to reservations and exceptions in U.S. and/or State of Alaska Patents and in Acts authorizing the issuance thereof; easements, right-of-ways, covenants, conditions, reservations, notes on plat, and all other restrictions of record, if any.

The Grantor warrants to Grantee(s) that the above-described real estate has never been used as a family home or homestead nor is same subject to any spousal claim as defined in A.S. 34.15.010.

Date: August 18, 2006

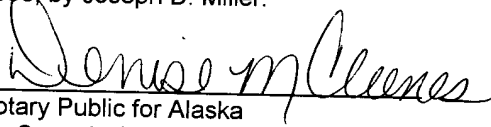
Grantor(s):

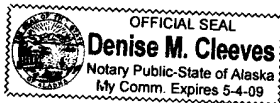


Joseph D. Miller

STATE OF ALASKA }
 }
THIRD JUDICIAL DISTRICT }

The foregoing instrument was acknowledged before me on the 18th day of August, 2006, by Joseph D. Miller.


Notary Public for Alaska
My Commission Expires:



Return to: Grantee(s)

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SUMMARY OF BUILDING INSPECTIONS

Site-Built Construction

Joseph Miller
TIMBER BASIN

Owner of record:

Legal description: LOT 10 BLOCK 2 UTOPIA MEADOWS Plat No. 205-56
Palmer Dist (Include recording district)
Site address: 1255 Vix Way Wasilla

This certification is issued pursuant to the requirements of AK Statute 18.56.300 and AHFC's regulations 15 AAC 150.030. Use of alternate methods, such as videos, must have PRIOR WRITTEN APPROVAL of Alaska Housing Finance Corporation.

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.

1. PLAN APPROVAL

Printed Name	Signature	License # *	Date
David R. Owens		0821553-55	3/27/2006

2. COMPLETION OF FOOTINGS & FOUNDATION

	Printed Name	Signature	License # *	Date
Footings	David R. Owens		0821553-55	3/27/2006
Foundation	David R. Owens		0821553-55	3/28/2006
Foundation Damp Proofing			0821553-55	

3. COMPLETION OF FRAMING, ELECTRICAL, PLUMBING, & MECHANICAL

	Printed Name	Signature	License # *	Date
Framing	David R. Owens		0821553-55	6/05/2006
Electrical	David R. Owens		0821553-55	6/05/2006
Plumbing	David R. Owens		0821553-55	6/05/2006
Mechanical	David R. Owens		0821553-55	6/05/2006

Legal description: LOT 10 BLOCK 2 UTOPIA MEADOWS

4. COMPLETION OF INSTALLATION OF INSULATION AND VAPOR BARRIER

Printed Name	Signature	License # *	Date
<u>David R. Owens</u>	<u>[Signature]</u>	<u>0821553-55</u>	<u>6/18/06</u>

5. CONDITIONAL APPROVAL

Items to be completed: _____
To be completed by: _____

Printed Name	Signature	License # *	Date
<u>David R. Owens</u>	_____	<u>0821553-55</u>	_____

6. FINAL APPROVAL

Printed Name	Signature	License # *	Date
<u>David R. Owens</u>	<u>[Signature]</u>	<u>0821553-55</u>	<u>8/17/09</u>

* License # is the inspector's ICC certification # or Registration # under AS 08.18 and 12 AAC 22

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 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.

Return to: _____
Builder's Signature: [Signature] Date: 8-18-06

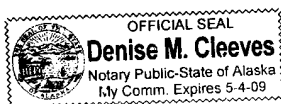
Builder's Name: Timber Basin Construction LLC Builder's License # 30926
(If applicable)

Business Name: Timber Basin Construction LLC

Address: 11425 Targhee Loop

City, State: Eagle River AK Zip 99577

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



[Signature]
(Notary Signature)

My Commission expires: _____

Recorder: Index by Legal, Owner, and Builder



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2006-023749-0

Form PUR-102
Page 2 of 2
07/04

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2006-023748-0

Recording Dist: 311 - Palmer
8/21/2006 10:08 AM Pages: 1 of 1



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**BUILDING ENERGY EFFICIENCY STANDARD (BEES)
CERTIFICATION**

ms7036mc Joseph Miller
Owner of Record: Timber Basin Construction

Building is located at: 125 S. Vix Way Wasilla
(Street) (City)

Legal Description is: Lot 10 Block 2 Utopia Meadows Plat No. 2005-56
Palmer Rec Dist

Property is Located in Region: ☐1 ☒2G ☐2A ☐3 ☐4 ☐5
(Including recording district)

Above Property is:
☒New Construction ☐Existing Construction: Date Construction Began: _____
(Defined as installation of the foundation)

BEES Thermal Compliance Statement:

☐Prescriptive Method ☐Performance Method ☐Budget Method
☒Energy Rating Method: Rating: 5-star Rating software & version: AK Warm V1.03
Rater's Name: Owens

I hereby **certify** that using the method indicated above I have determined that the structure located on the above described property complies with the thermal requirements of the Building Energy Efficiency Standard (BEES) as adopted by 15 AAC 155.010. I am approved to certify, having met all current BEES training & testing requirements, as a:

☒Energy Rater ☐AK Licensed New Home Inspector ☐Builder ☐Architect ☐Engineer ☐Owner

My BEES Compliance Certification # 92 Expiration Date: 2/08

Name: Richard Owens Signature: Richard Owens Date: 8/17/06

BEES Ventilation Compliance Statement: ☐Option I ☒Option II

I hereby **certify** that using the method indicated above I have determined that the structure located on the above described property complies with the ventilation requirements of the Building Energy Efficiency Standard (BEES) as adopted by 15 AAC 155.010. I am approved to certify, having met all current BEES training & testing requirements, as a:

☒Energy Rater ☐AK Licensed New Home Inspector ☐Mechanical Contractor ☐Builder ☐Architect
☐Engineer ☐Owner

My BEES Compliance Certification # 92 Expiration Date: 2/08

Name: Richard Owens Signature: Richard Owens Date: 8/17/06

Return to:
Timber Basin Const. LLC
11425 Targhee Loop
Eagle River AK 99577

Form PUR-101
01/06

ccc

LEGEND

RECORD DATA
MEASURED DATA
RECORD PROPERTY LINES
NEW PROPERTY LINE
ADJACENT PROPERTY LINES
CENTER LINE
FOUND 3/8" REBAR
SET 3/8" x 30" REBAR W/BFC
SEE DETAIL A:

5/8" x 30" REBAR WITH
2" PLASTIC SURVEY CAP TO
BE SET BY NOVEMBER 30, 2004.
SEE DETAIL A:

DETAIL A
N.T.S.



OWNERSHIP CERTIFICATE

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY
SHOWN AND DESCRIBED IN THIS PLAN AND THAT I HEREBY
ADOPT THIS PLAN OF SUBDIVISION BY MY FREE CONSENT,
DEDICATE ALL RIGHT-OF-WAY TO THE MATANUSKA-
SUBITNA BOROUGH AND GRANT ALL EASEMENTS TO THE USE SHOWN.

SEE ATTACHED AFFIDAVIT

BRU-NETTE LLC
ASHLEE STETSEN, MANAGER
3201 E. TAMARAK DRIVE
WASILLA, AK 99654

Date

CERTIFICATE OF APPROVAL BY THE THE PLANNING DIRECTOR

I CERTIFY THAT THE SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY
WITH THE LAND SUBDIVISION REGULATIONS OF THE MATANUSKA-SUBITNA
BOROUGH, AND THAT THE PLAT HAS BEEN APPROVED BY THE PLATTING
AUTHORITY BY THE PLAT RESOLUTION NO. 2004-217-SUB
DATED MAY 10, 2004, AND THAT THIS PLAT HAS BEEN APPROVED
FOR RECORDING IN THE OFFICE OF THE RECORDER IN THE PALMER
RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

10-13, 2004

Date

M. M. Olin
Planning and Land Use Director

ATTEST: Marilyn McSwain
Platting Clerk



PARCEL No. 2
MSB WAIVER
No. 79-294W

GENERAL NOTES

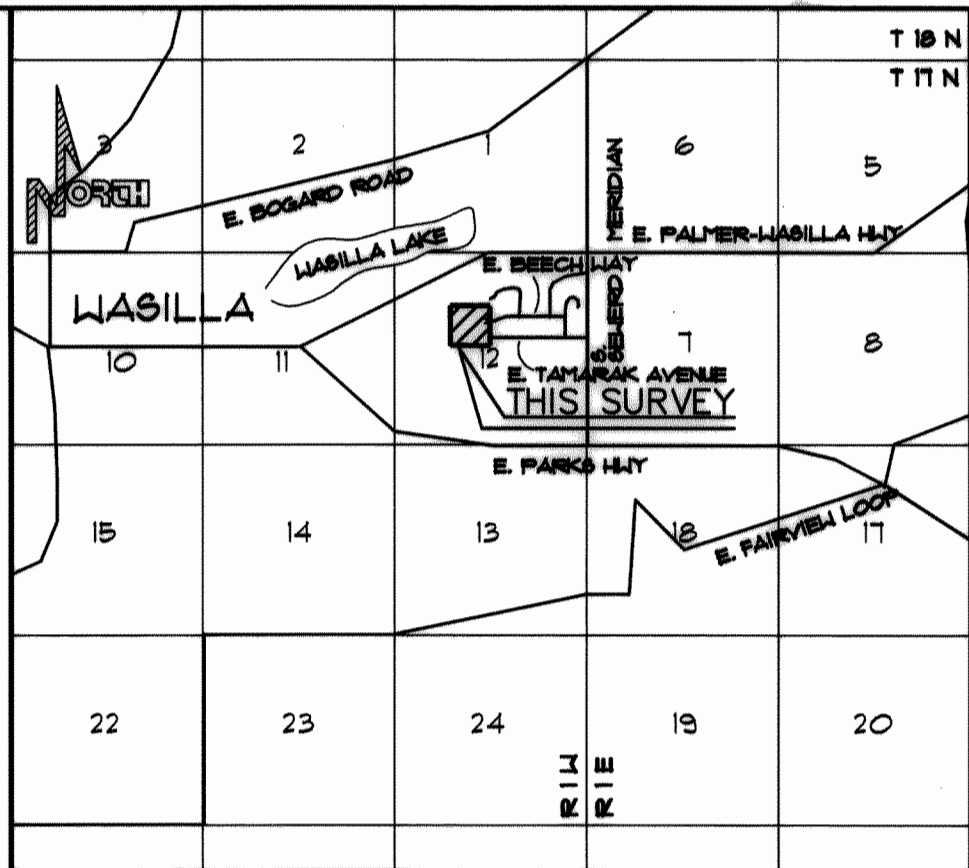
- THERE MAY BE FEDERAL, STATE AND LOCAL REQUIREMENTS GOVERNING LAND USE. THE INDIVIDUAL PARCEL OWNER SHALL OBTAIN A DETERMINATION WHETHER THESE REQUIREMENTS APPLY TO THE DEVELOPMENT OF THE PARCELS SHOWN ON THE PLAT TO BE RECORDED.
- NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS THE SYSTEM IS LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, WHICH GOVERNS THOSE SYSTEMS.
- RESTRICTIVE COVENANTS WERE RECORDED IN THE PALMER RECORDING DISTRICT ON NA SERIAL NO. NA
- THIS SUBDIVISION IS SERVED BY A PRIVATE WATER UTILITY. NO INDIVIDUAL WATER SUPPLY SYSTEM ALLOWED.
- UTILITY FACILITIES MAY ONLY BE PLACED WITHIN A TEMPORARY CUL-DE-SAC WITH BOROUGH UTILITY PERMIT.

(N 90°00'00" E)
N 90°00'00" E

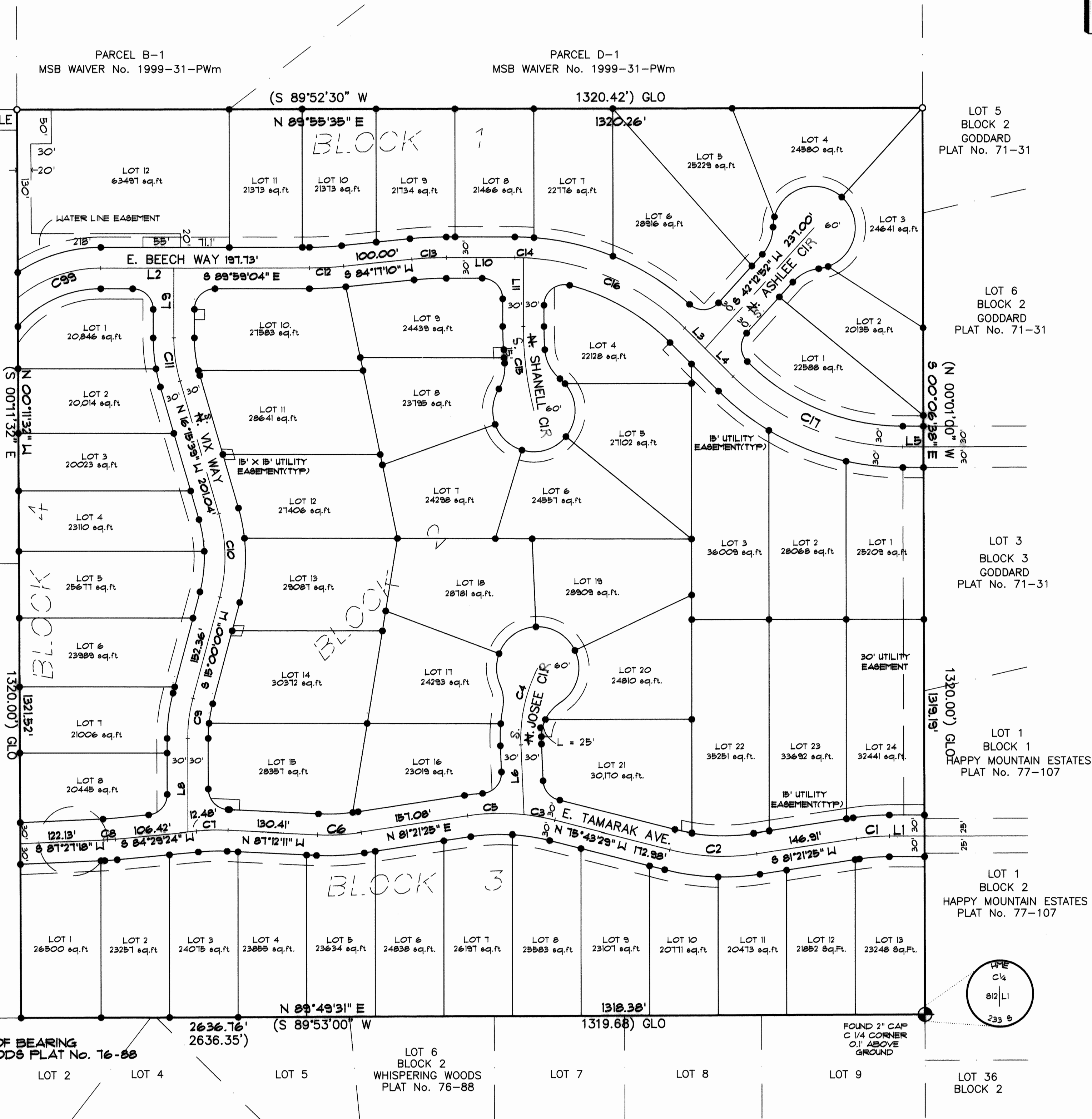
MSB WAIVER
No. 79-54W

PARCEL B-1
MSB WAIVER No. 1999-31-PWm

PARCEL D-1
MSB WAIVER No. 1999-31-PWm



VICINITY MAP
1" = 1 MILE



CERTIFICATION OF PAYMENT OF TAXES

I HEREBY CERTIFY THAT ALL CURRENT TAXES AND SPECIAL
ASSESSMENTS, THROUGH September 20, 2004
AGAINST THE PROPERTY INCLUDED IN THE SUBDIVISION, OR
RESUBDIVISION, HEREON, HAVE BEEN PAID.

September 20, 2004 Doreen E. Colligan
Date Tax Collection Official
(CITY OF WASILLA)

CERTIFICATION OF PAYMENT OF TAXES

I HEREBY CERTIFY THAT ALL CURRENT TAXES AND SPECIAL
ASSESSMENTS, THROUGH September 20, 2004
AGAINST THE PROPERTY INCLUDED IN THE SUBDIVISION, OR
RESUBDIVISION, HEREON, HAVE BEEN PAID.

10-13, 2004 K. Steward
Date Tax Collection Official
(MAT-SU BOROUGH)

SURVEYOR'S CERTIFICATE

I, TERRY L. NICODEMUS, L.S. 9106, 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 SHALL BE SET ON OR
BEFORE NOVEMBER 30, 2004, AND THAT ALL DIMENSIONAL AND OTHER DETAILS
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

3/20/04 Terry L. Nicodemus
DATE SURVEYOR
Palmer #2004-159



CORRECTED
5/16/05
2X11

PLAT OF UTOPIA MEADOWS CONTAINING 40.0 ACRES LOCATED WITHIN THE SE 1/4 NW 1/4 SECTION 12, TOWNSHIP 17 NORTH, RANGE 1 WEST, 9M. PALMER RECORDING DISTRICT			
PREPARED BY acutec company 185 EAST PARKS HWY., SUITE 205A, WASILLA, AK 99654 (907) 376-8800 FAX (907) 376-8828 E-MAIL: acutec@online.net			
DESIGNED BY: TLN	SCALE: 1" = 100'	FIELD BOOK: C3-C2 3B	
DRAWN BY: TAN	DATE: 3/20/04	MAP NO.: WJA 11	
CHECKED: TLN	FILE NO: C3-C2	SHEET: 1 OF 2	

PALMER 2005-56

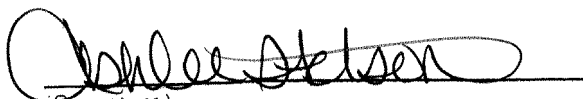
Palmer 2004-159

AFFIDAVIT

(I)(We) hereby certify that (I)(we) hold the herein specified property interest in the property shown and described hereon and that (I)(we) hereby adopt this plan of subdivision by (my)(our) free consent(,)(.)(dedicate)(all rights-of-way) (and public areas) (to the Matanuska-Susitna Borough) and (grant all easements to the use shown). {delete inapplicable phrases}

SE 1/4 NW 1/4 IN SECTION 12,
T17N, R1W, SEWARD MERIDIAN,
Current Legal Description or ALASKA
Book & Page of Document

UTOPIA MEADOWS
Proposed Subdivision Name or
Public Use Easement


(Signature)

ASHLEE STETSON, MANAGER FOR
(Printed Name) BRU-NETTE, LLC
3201 TAMARAK DRIVE
Address WASILLA, ALASKA 99654

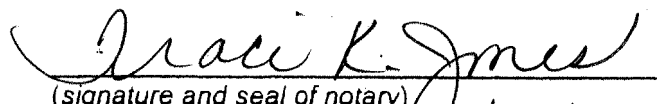
OWNER
Interest in Property

NOTARY CERTIFICATION

State of Alaska)
)ss
Third Judicial District)

SUBSCRIBED and SWORN to (or affirmed) before me this 9TH day of SEPTEMBER
(month)
2004, by ASHLEE STETSON, MANAGER
(year) (name of signer(s))




(signature and seal of notary)
My commission expires: 11/23/06

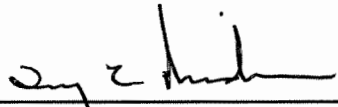
Palmer 2005-56

AFFIDAVIT

The Plat of **UTOPIA MEADOWS** Plat No. 2004-159 Palmer Recording District, Alaska dated September 14, 2004, is being refiled for the following reason:

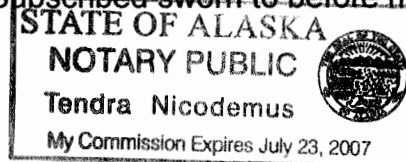
To change directional on Ashlee Circle, Shanell Circle, Josee Circle, and Vix Way from North to South.

The above revision constitutes the sole changes made to the plat. The above revision does not alter lot areas and does not affect or influence any change of ownership, drainage features, right-of-ways, or any other item which would adversely affect this or adjacent properties. I am therefore submitting this plat for refile as revised.


Terry L. Nicodemus, P.L.S. 9106-S

Notary's Acknowledgement

Subscribed-sworn to before me this 10th day of May, 2005.



(SEAL)

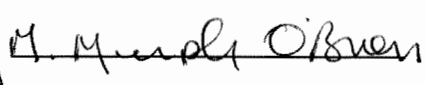

Notary Public in and for Alaska

My Commission expires July 23, 07

Approved by Platting Department this 13 day of May, 2005.


Clerk
Platting Board




Planning Director
Matanuska Susitna Borough

Palmer 2005-56

Palmer 2004-159

AFFIDAVIT

(I)(We) hereby certify that (I)(we) hold the herein specified property interest in the property shown and described hereon and that (I)(we) hereby adopt this plan of subdivision by (my)(our) free consent(.)(.)(dedicate)(all rights-of-way) (and public areas) (to the Matanuska-Susitna Borough) and (grant all easements to the use shown). *(delete inapplicable phrases)*

SE 1/4 NW 1/4 IN SECTION 12,

T17N, R1W, SEWARD MERIDIAN, ALASKA

Current Legal Description or
Book & Page of Document

UTOPIA MEADOWS

Proposed Subdivision Name or
Public Use Easement

Paul C. Johnson

Kari L. Johnson

(Signature)

PAUL C. JOHNSON / KARI L. JOHNSON

(Printed Name)

910 NORTHSORE DR.

Address

WASILLA, AK 99654

DEED OF TRUST

BENEFICIARY

Interest in Property

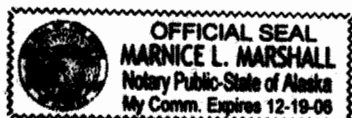
NOTARY CERTIFICATION

State of Alaska)

)ss

Third Judicial District)

SUBSCRIBED and SWORN to (or affirmed) before me this 9th day of July
2004 by PAUL C. JOHNSON & KARI L. JOHNSON
(year) (name of signer(s))



Marnice L. Marshall
(signature and seal of notary)
My commission expires: 12/19/06



2004-035014-0

Recording Dist: 311 - Palmer

12/10/2004 9:41 AM Pages: 1 of 16

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CC

**THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
RECORDING DATA. THIS COVER SHEET
APPEARS AS THE FIRST PAGE OF THE
DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.**

DO NOT DETACH

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, 18 AAC 72, or such other regulations, which may be promulgated by state or local authority. Approval and installation 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, multi-family homes, commercial activities nor natural resource extraction shall be allowed on any lot.

C-2. COMPLETION OF CONSTRUCTION.

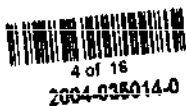
All residential dwellings must have a finished construction of the exterior of the building within six (6) months from groundbreaking, and be fully completed within one (1) year from groundbreaking.

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. STORAGE OF RECREATIONAL ITEMS.

Travel trailers, motor homes, boats, snow machines and other similar recreational vehicles, including trailers for such items, shall be stored while not in actual usage, only so long as such on-site storage is within an enclosed or fenced-in area so that said items are not visible from the street. It is the intent of these restrictions that no recreational vehicles or items may be seen from any street during such time as such items are not actually being used and that a fence or similar structure is used to accomplish this purpose.



C-5. 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 \$160,000, excluding land and outbuildings, based upon 2003 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: 1400 square feet;
- (2) if the dwelling is a two-story building: 1600 square feet, of which at least 800 square feet must be on the ground floor;
- (3) if the dwelling is a split entry or tri-level building: 1600 square feet of which at least 800 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 levels obtained on the date these 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) Garage and Driveways.

Each dwelling shall have at least a two-car garage. All structures shall have a full-width driveway that is paved from the building or garage entrance to the street.

(d) Building Height.

No building shall exceed 42 feet in height from ground level on the front of the building.

(e) Exterior Appearance, Colors, and Materials.



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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 that clash with the neighborhood's overall appearance. Exterior colors shall be restricted to soft "earth tones." Clear lacquer or varnish are 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. (Note: this usually requires refinishing approximately every 2-3 years.) No owner of any lot or living unit shall alter the exterior color of any structure situated within or forming part of such lots or living unit unless such alteration otherwise complies with the terms of this section. 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 approved equal finish. The application of stucco is to be used only as an accent treatment and is limited to not more than ten percent (10%) of the exterior surface area of any dwelling. Siding materials, known as T-111 or panel siding products will not be approved on the side of any structure visible from the street. (T-111 or panel siding may be utilized on the rear side of a structure if it is not visible from the street.)

C-6. ARCHITECTURAL CONTROL COMMITTEE.

An Architectural Control Committee (ACC) may be appointed by the Board of Directors and operate under such terms and conditions as the membership may approve. Any plans approved by the Architectural Control Committee must also comply with these covenants in all respects. The ACC may refuse to grant approval, and make such exceptions to the choices it deems appropriate without adversely affecting the overall appearance of the neighborhood. No alterations to the exterior of any living unit, including color alteration, may be made unless written application is submitted to and approved by written endorsement of the Architectural Control Committee. Exterior colors must be approved by the ACC prior to application of the paint. Until an architectural committee is established all construction will be reviewed by the developer to grant approval and compliance of the conditions of these covenants.

C-7. 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 and are subject to the oversight of the Architectural Control Committee.

C-8. BUILDING LOCATION.

Any building located on any lot shall meet the standards set forth in either section C-11 hereof, or the minimum setback requirements of the Matanuska-Susitna Borough Code, whichever shall be more restrictive, and said building shall comply with any other Borough or State codes, statutes, or regulations.

C-9. 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. No barbed wire fencing or welded wire fencing is permitted.

C-10. 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.

C-11. PLACEMENT OF STRUCTURES.

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Placement of structures, setbacks, and the location of any and all man-made structures are subject to the approval of the ACC. No dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. No permanent improvements, including but not limited to basketball hoops, volleyball or swing sets are allowed within a setback area without written approval by the ACC. The minimum setback requirements are as follows:

Front lot line Fifty (50) feet
Side lot line: Fifteen (15) feet
Rear lot line: Fifteen (15) feet

The ACC will generally not approve building setbacks that are the same as the building setback on adjacent lots.

C-12. 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-13. 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 any offensive nature shall be permitted.

C-14. 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-15. ANIMALS.



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No poultry or livestock of any kind shall be raised, bred or kept on any lot. No animals that are normally wild in their natural state, or which have been bred with animal that are normally wild, including without limitation "wolf hybrids", shall be kept on any lot. No animals shall be raised, bred or kept within the subdivision for commercial purposes of any kind. Each living unit shall be allowed a maximum of two dogs and two cats. However, pitbulls shall not be allowed in the subdivision. All pets shall be kept within the boundaries of their owner's property. Under no circumstances may animals be kept on chains, tether or leashes unless held and under the control of an individual person.

C-16. 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-17. 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 that 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. Extra vehicles, inoperable or otherwise, including but not limited to automobiles, or trucks not used at least twice weekly, campers, boats, recreational vehicles, snow-machines or other machinery shall be kept in a garage or other structure suitable for such purpose. Proposals to store operational motor homes and boats, only alongside garages or other structures will be evaluated by the ACC on a case-by-case basis provided that such proposals contain, at a minimum, the construction of a suitable pad which shall either be paved or similarly improved, or contain at least 4 inches of gravel fill. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight to the greatest extent possible.



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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-18. 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-19. SNOWMOBILES.

Snowmobiles and ATVs shall not be operated anywhere within the subdivision including private property, easements, or rights of way.

C-20. MAIL AND NEWSPAPER DEPOSITORIES.

Subject to the requirements for mail depositories installed by the United States Postal Service, 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-21. 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, but otherwise maintained by lot owner to paved roads.

C-22. EXTERNAL ANTENNA RESTRICTIONS.

No television antenna, disk or other type of television or radio antenna or electronic device which has, as its purpose the sending and/or receiving of signals from or to any external source of any kind shall be situated on any lot subject to these protective covenants, conditions and restrictions; EXCEPT, HOWEVER, each lot owner may install on the exterior of the dwelling located on the lot one (1)



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standard television antenna, which shall not exceed a total height of ten (10) feet from base to top of mast and one (1) satellite dish with no greater than a four foot diameter.

C-23. 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.

C-24. RE-SUBDIVISION.

No lot or lots may be re-subdivided so as to create any lot with less area than shown on the original subdivision plat for the lot or lots involved in the re-subdivision. Lot lines may be eliminated so as to create larger lots.

PART D. HOMEOWNERS' ASSOCIATION.

D-1. MANDATORY MEMBERSHIP.

A Homeowners' Association is to be established within the Subdivision to provide for the operation and maintenance of the subdivision as may be appropriate. Said Association shall be responsible to enforce the Covenants for the benefit of all property owners herein. Every purchaser, their heirs, assigns and successors in the ownership of lots in this subdivision agree as a condition of such ownership that they are automatically a member of the Homeowners' Association. All lot owners shall abide by the policies now set and as later amended by a majority decision of the membership of the Association. They agree to such policies and will pay such assessments as may from time to time be levied.

D-2. BOARD OF DIRECTORS.

The Homeowners' Association shall be operated by the undersigned until such time as the undersigned chooses to relinquish control to the membership, or until finished residences occupy at least 50% of the lots, whichever first occurs, at which time the Association shall be activated and there will be an election of directors and officers, and dues will be established and levied as determined by the Board of Directors. Activation of the Association shall be accomplished by the



undersigned's selection of an initial Board of Directors consisting of not less than three members. All Board members shall be members of the Association. Selection of the initial Board of Directors shall be at the sole discretion of the undersigned or its assignees; however, every effort will be made to select only lot owners willing to serve in this capacity. The Board of Directors may elect to incorporate, as provided in Section D-12, with the concurrence of a majority of the members of the Association. The Board may establish an Architectural Control Committee to approve building and landscape plans not inconsistent with these covenants. The Board shall serve staggered three-year terms. Replacement of Board members shall be set by policy as may be adopted by the Board from time to time. The number of Directors shall not be less than three nor more than seven, the exact number to be determined by a majority of those present at the last annual membership meeting.

D-3. ANNUAL MEETINGS.

The Association will meet at least once annually in accordance with the bylaws of the Homeowners' Association and undertake all duties and actions prescribed thereby.

D-4. VOTING RIGHTS.

The Association shall have one class of voting rights. Each lot owner, whether such owner is an entity, person or more than one person, shall be entitled to one vote for each lot owned, regardless of the number of individuals or entities jointly owning each lot. Where more than one person or entity holds an interest in any lot, such person or entities shall decide among themselves how the vote for such lots shall be exercised and by whom.

D-5. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to personally pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) emergency assessments, such assessments to be established and collected as provided herein. In addition to personal liability, such assessments shall, constitute a lien on all lots owned wholly or partly by the lot owner liable therefore. No assessments shall be levied upon any lots, which are unsold by the undersigned at the time of the assessment. Sale or transfer of any lot



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shall not affect the lien. No sale or transfer shall relieve the owner of the lot at the time of the assessment from personal liability for any assessment or installment thereof.

D-6. ANNUAL ASSESSMENTS.

Annual assessments may be levied as provided by the Bylaws of the Homeowners' Association.

D-7. EMERGENCY ASSESSMENTS.

The undersigned, its designees or the Board of Directors, if activated, by a two-thirds (2/3) majority vote of the entire membership of the Board, may fix an emergency assessment, not in excess of FIFTY DOLLARS (\$50) per lot. No more than four (4) such assessments may be levied in any 12 month period. The undersigned, its designees or the Board of Directors shall have sole discretion as to what constitutes an emergency so long as such discretion is exercised justly and reasonably. Such assessment shall only be fixed at a duly constituted meeting of the Board.

D-8. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual and emergency assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of making any capital improvements for the subdivision; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the lot owner votes represented at a meeting duly called for this purpose.

D-9. UNIFORM RATE OF ASSESSMENT.

All assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semiannual, or annual basis by the Association.

D-10. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

The first annual assessment shall be paid as set forth in Section E-6 above. The Board of Directors shall fix the present amount of the annual assessments against



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each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. November 1 shall be the date annual assessments are due. The annual assessments are collectable as set forth in Section E-6 herein. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

D-11. EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES OF THE ASSOCIATION.

In addition to the remedies provided for in Part E-2, the Association may bring an action at law against the owner of any lot obligated to pay the same, or foreclose the lien against the property which is the subject of the obligation. No owner may waive or otherwise escape liability for the assessments herein or for any reason, including abandonment of the lot. Assessments shall bear interest at the maximum rate provided for by law, or at the rate determined by the Board of Directors, whichever is less.

D-12. FORM OF ASSOCIATION.

The Homeowners' Association may be a corporation formed pursuant to Title 10 of the Alaska Statutes.

PART E. MISCELLANEOUS PROVISIONS.

E-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 a majority of the lots has been recorded agreeing to change said covenants in whole or part.

E-2. ENFORCEMENT.



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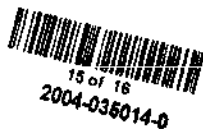
Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or entities violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for a violation thereof, or both. Suit to enforce these provisions may be brought by any homeowners' association established under these covenants or by any individual lot owner aggrieved by a violation of these provisions.

E-3. SEVERABILITY.

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

E-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 in the subdivision may amend this document, such amendment to be consummated by a written instrument recorded in the Palmer Recording District.



PART F EXECUTION.

DATED this 9th day of December.

Bru-Nette, LLC

BY: Ashley Stetson
Ashley Stetson
Manager

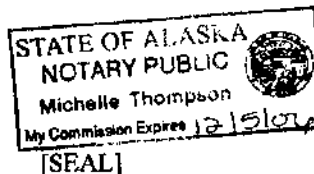
[Signature]
WITNESS

STATE OF ALASKA) SS.
COUNTY OF MATANUSKA-SUSITNA BOROUGH)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 9th day of December 2004, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared Ashley Stetson, who is known to me and to me know to be the individual named in and who executed the above and forgoing PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR UTOPIA MEADOWS as Manager of Bru-Nette, LLC, in the name of and for and on behalf of said partnership, 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.

[Signature]
NOTARY PUBLIC in and for Alaska



My Commission Expires: 12/5/04

PLEASE RETURN TO:
Bru-Nette, LLC
3201 Tamarack. Wasilla, Alaska 99654

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