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Recording Dist: 311 - Palmer

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Palmer Recording District

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PATE'S PROVINCE**

AFTER RECORDING, RETURN TO:

Camai Holdings LLC
18673 W Lakes Blvd.,
Big Lake, Alaska 99652

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PATE'S PROVINCE**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATE'S PROVINCE (hereinafter referred to as the "**Declaration**") is made, granted, declared, established and reserved this 25th day of June, 2026 ("**Effective Date**"), by **CAMAI HOLDINGS LLC**, an Alaska limited liability company, whose mailing address is *18673 W Lakes Blvd., Big Lake, Alaska 99652* ("**Declarant**").

WHEREAS, Declarant is the fee owner of certain real property located in Alaska, which real property is described as follows:

Lots 1-8, Block 1 and Lots 1-14, Block 2, PATE'S PROVINCE,
according to the official plat thereof, **Plat No. 2026-67**, records of the
Palmer Recording District, Third Judicial District, State of Alaska
(each a "**Lot**" and collectively the "**Property**");

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

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

**ARTICLE I
DEFINITIONS**

Section 1.1 – Dwelling. Dwelling shall mean a building structure on a Lot that is designed and constructed for use as a residence.

Section 1.2 – Environmental Laws. All present and future federal, state and local laws, statutes, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to Hazardous Materials or protection of human health or the environment, including without limitation the following federal laws: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Solid Waste Disposal Act of 1965, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, and any amendments to the same and regulations adopted, published and/or promulgated pursuant thereto.



Section 1.3 - Farm Animal(s). Any domestic animal(s) typically raised or kept for agricultural purposes and/or for the production of food, fiber, or other agricultural products, including but not limited to livestock such as cattle, horses, llamas, sheep, and goats, but excluding pigs and swine.

Section 1.4 – Hazardous Material. Any material, substance or compound now or in the future defined as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant within the meaning of any Environmental Law, including, without limitation, petroleum, petroleum products, oil, waste oil, and unsanitary waste.

Section 1.5 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the Property, including, but not limited to, buildings, trees and shrubbery, paving, signage, utility wires, pipes, and light poles.

Section 1.6 – Lot Owner. One or more Person(s), including the Declarant, who are alone or collectively the record owner of a fee simple title to a Lot. Lot Owner does not include a Person having only a security interest in a Lot.

Section 1.7 – Outbuilding(s). Any detached accessory building or structure located upon a Lot that is customarily incidental and subordinate to the residential use of the Lot and/or the use of the Dwelling located upon such Lot, including, without limitation, detached garages, workshops, storage buildings, sheds, greenhouses, barns, mini-barns, chicken coops, animal shelters, woodsheds, carports, and similar structures.

Section 1.8 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.9 – Plat. The subdivision plat of PATE'S PROVINCE recorded as Plat No. 2026-67, records of the Palmer Recording District, Third Judicial District, State of Alaska, as it may be amended from time to time as the result of any subdivision of a Lot or adjustment of Lot boundary lines.

Section 1.10 - Poultry Animal(s). Any domestic bird(s) typically raised for eggs, meat, feathers, or other agricultural purposes, including but not limited to, chickens, ducks, turkeys, geese, quail, guinea fowl, and similar fowl, but excluding roosters.

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



Section 1.12 – Vehicle, Commercial. The term "Commercial Vehicle" includes commercial trucks, maintenance vehicles, vehicles used by contractors or maintenance personnel, buses, box trucks, taxis and other commercial type vehicles, vehicles with a gross vehicle weight rating exceeding 19,500 lbs., or any vehicle with a logo or sign affixed to the exterior advertising the business or activities of any corporation, business or other entity or organization.

Section 1.13 – Vehicle, Inoperable. The term "Inoperable Vehicle" means a vehicle which has remained incapable of movement under its own power and will remain so without repairs or part replacement.

Section 1.14 – Vehicle, Junk. The term "Junk Vehicle" means a vehicle which is missing one or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a vehicle.

Section 1.15 – Vehicle, Recreational. The term "Recreational Vehicle" means a self-propelled or nonmotorized vehicle that is intended or designed for recreation, camping, or travel purposes, including, but not limited to, travel trailers, camping trailers, truck campers, motorhomes, boats, personal watercraft, all-terrain vehicles, snowmobiles, equipment trailers, and similar vehicles.

ARTICLE II

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 2.1 – Residential Use. Each Lot is restricted to residential use. Commercial use of a Lot is prohibited. Notwithstanding the foregoing, home professional or administrative occupations not requiring regular visits from the public or unreasonable levels of mail, shipping, noise, odors, trash or storage are permitted. Professional or administrative occupations must be incidental to the primary use of the Lot for residential use, and must comply with all applicable local, state, and federal laws or regulations, including local zoning and other legal requirements of the State of Alaska and the Matanuska-Susitna Borough.

Section 2.2 - Compliance with Documents and Law. The use of a Lot and all activities within the Property shall be in compliance with the provisions of the Declaration and all applicable local, state, and federal laws or regulations, including local zoning and other legal requirements of the State of Alaska and the Matanuska-Susitna Borough. No illegal, improper, unsanitary, offensive or environmentally prohibited use or activity may occur in or upon any Lot or any portion of the Property. Each Lot Owner shall defend, indemnify and hold the other Lot Owners harmless from all demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments and liabilities that in any way arise out of, result from, or are based upon any violation thereof or non-compliance therewith by the Lot Owner or their tenants, guests or invitees.



Section 2.3 – Nuisances. No noxious or offensive activity shall be carried out upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to any portion of the Property, or which shall in any way interfere with the quiet enjoyment of the Property by other Lot Owners.

Section 2.4 – Vehicles.

- (i) Junk Vehicles and Inoperable Vehicles shall not be parked or stored anywhere within the Property, except within an enclosed garage.
- (ii) All Vehicles on a Lot must be licensed and/or registered in accordance with applicable law.
- (iii) No Vehicle shall be parked on a lawn or blocking any portion of a driveway or sidewalk.
- (iv) Commercial Vehicles must be parked in an enclosed garage or in a location that is not visible from the public right-of-way or from nearby Lots or Dwellings.
- (v) No repair, restoration or disassembly of any Vehicle shall be permitted anywhere on the Property, *except for*: (1) emergency repairs only to the extent necessary to enable movement of the vehicle to inside an enclosed garage or to a repair facility; or (2) repairs performed inside an enclosed garage.
- (vi) A Vehicle that is covered in any manner with tarpaulins or other coverings shall not be visible from the public right-of-way or from nearby Lots or Dwellings. Notwithstanding the foregoing, a Recreational Vehicle may be covered with a product designed and intended to cover such Recreational Vehicle, provided that such Recreational Vehicle must be parked within the rear yard or on the side of a Dwelling, in a location that is not further forward on the Lot than the front of the Dwelling.

Section 2.5 – Storage of Materials. For purposes of this **Section 2.5**, the term "materials" shall mean lawn and other yard tools and equipment, building materials, junk or scrap metal, wood piles, scrap wood, pallets, plows, machinery or parts thereof, vehicle parts, tires, furniture, appliances, motors, batteries, or any other similar items.

- (a) Materials stored upon a Lot shall be maintained in a safe, orderly, and reasonably neat condition, in a location that is not visible from the public right-of-way or from nearby Lots or Dwellings, and shall not be accumulated or stored in a manner that creates a nuisance or gives the appearance of a junkyard, commercial yard, or industrial storage area.



- (b) Building materials and construction equipment actively being used for construction upon a Lot may be stored upon the Lot during the period of active construction.
- (c) Scrap metal, junk, discarded appliances, dismantled equipment, and similar debris shall not be accumulated or stored upon any Lot except within a fully enclosed structure.

Section 2.6 – Personal Property and Recreational Equipment. Except as specifically permitted herein, personal property and recreational equipment, including items such as tables, barbecue grills, chairs, basketball hoops, hockey or soccer nets, swing sets, slides, play structures, sandboxes, trampolines, hot tubs, or similar items, shall only be permitted within the rear yard of a Lot.

- (a) Tables, barbecue grills, chairs, and similar patio furniture may be stored on the front porch of a Dwelling, provided that such items are stored in a safe and neat fashion.
- (b) Basketball hoops/systems or similar athletic fixtures may be attached to a Dwelling adjacent to the driveway on a Lot.

Section 2.7 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "Garbage") shall be disposed of only by depositing the same in sanitary covered trash containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Garbage containers shall not be visible from the public right-of-way or from nearby Lots or Dwellings, except when placed outside for collection on the day of garbage pick-up.

Section 2.8 – Animals. Lot Owners may maintain animals on their Lots subject to the following restrictions:

- (a) No more than a total of three (3) dogs are permitted per Lot.
- (b) No Lot shall be used for the keeping or maintenance of dogs for boarding, racing, training, mushing activities, or similar working dog team purposes. The use of any Lot for dog mushing activities or for the operation of a kennel or dog yard is prohibited.
- (c) Animals shall not be raised, bred or kept for commercial purposes.
- (d) Animals shall be licensed, vaccinated and maintained in accordance with applicable law.
- (e) Except when confined within a fenced yard on a Lot, animals shall either be leashed or controlled by command at all times. Control by command means to control by visual or audible commands, or a combination thereof, to which the animal responds promptly



and accurately. Control of an animal by command is allowed only if: (a) the animal is engaged in an activity that precludes it from accomplishing that activity if restrained, and (b) the owner or custodian of the animal has a leash restraint immediately available for the physical control of the animal and is physically capable of controlling the animal.

- (f) Each Lot Owner shall keep their Lot free and clear of animal waste and shall promptly remove animal waste from all areas of the Property. Each Lot Owner shall promptly abate and remediate any noxious or offensive odors arising from animals or animal waste upon the Lot.
- (g) Lot Owners shall contain and control their animals to the extent necessary to prevent their animal from creating or becoming a nuisance.
- (h) Lot Owners may maintain Farm Animals and Poultry Animals within their Lots, subject to the following:
 - (i) Not more than a total of two (2) Farm Animals, in any combination, are permitted per Lot.
 - (ii) Not more than a total of fifteen (15) Poultry Animals, in any combination, are permitted per Lot.
 - (iii) Pigs and swine of any kind are prohibited within any portion of the Property.
 - (iv) Roosters are prohibited within any portion of the Property.
 - (v) Farm Animals and Poultry Animals shall be fenced, kenneled, and otherwise secured within the Lot at all times. All enclosures, coops, or fencing must be maintained in a clean, sanitary, and aesthetically appropriate manner.
 - (vi) The keeping of Farm Animals and Poultry Animals shall be for personal use only. The breeding, sale, or use of Farm Animals and Poultry Animals for business or commercial agricultural purposes is prohibited.
 - (vii) All Farm Animals and Poultry Animals must be kept in a manner that does not constitute a nuisance to the Lot Owners. This includes, but is not limited to, proper containment, waste management, odor control, noise management, and compliance with applicable health and safety regulations.
- (i) Lot Owners shall hold all other Lot Owner harmless from all claims resulting from the actions of any animal owned by the Lot Owner or their tenants, guests or invitees.
- (j) No animal shall be kept upon any Lot that:
 - (i) has been declared dangerous, vicious, or a similar designation by any governmental authority having jurisdiction;
 - (ii) has attacked, bitten, injured, or otherwise posed a threat to any person or domestic animal without provocation; or
 - (iii) displays aggressive behavior that creates an unreasonable risk to the health, safety, or quiet enjoyment of other occupants within the Subdivision.



- (k) Any animal determined by a court of competent jurisdiction to constitute a nuisance or danger may be required to be permanently removed from the Lot upon written demand by any adversely affected Lot Owner. Evidence that an animal has bitten or attacked a person or domestic animal without provocation shall constitute prima facie evidence that the animal is prohibited under this Declaration.
- (l) Each Lot Owner shall be responsible for compliance with this Section by all animals brought upon the Property by the Lot Owner, the Lot Owner's tenants, occupants, guests, invitees, or permittees.

Section 2.9 – Signs and Banners.

- (i) Except as specifically permitted herein, no sign or banner shall be displayed to the public view on any Lot.
- (ii) Lot Owners may display one (1) sign on their Lot, of not more than four (4) square feet in area, advertising the Lot for sale or rent.
- (iii) Lot Owners may display one (1) sign on their Lot, of not more than six (6) square feet in area, supporting or opposing a candidate for election; *provided, however*, that any such sign must be removed by the Lot Owner not later than three (3) days after the election has been held.
- (iv) No permitted sign shall be nailed or affixed to trees.
- (v) Permitted signs shall comply with all current local and state laws and regulations.

Section 2.10 – Tarpaulin and Other Coverings. Tarpaulins, plastic sheeting, and similar coverings visible from the public right-of-way or neighboring Lots shall be maintained in good condition and shall not be torn, deteriorated, excessively faded, or otherwise create an unsightly appearance. Long-term use of tarpaulins or similar coverings as a substitute for permanent exterior finishes, roofing materials, siding, or enclosed storage is prohibited.

Section 2.11 – Window Coverings. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

Section 2.12 – Trees and Landscaping. In order to provide a natural separation between Lots and maintain the natural beauty and aesthetic value of the trees and wooded surroundings of the Property:

- (a) Standing trees of size and beauty on a Lot shall be preserved to the maximum extent possible within fifteen feet (15 ft.) of any side or rear Lot boundary line (hereinafter



the "Tree Preservation Setback"), except to the extent that the clearing of certain trees may be necessary for the placement of a driveway.

- (b) On all other portions of a Lot (other than within the Tree Preservation Setback), trees may be removed to provide for construction and trees may be thinned to provide reasonable views of Bottle Lake, but in no event shall all trees be removed from such portions of a Lot.
- (c) Once commenced, any excavation, grading, trenching, clearing, cutting, filling or disturbance to the soil on any Lot shall be pursued diligently and completed and landscaped promptly.
- (d) No excavation, grading, trenching, clearing, cutting, filling, building or disturbance to the soil of any sort shall be made to the topography of any Lot that causes a change in the natural drainage if such change adversely affects any other Lot.

Section 2.13 – Temporary Living Quarters. No Recreational Vehicle, camper, trailer, tent, mobile home, or other temporary structure shall be used as a permanent or long-term residence upon any Lot. Notwithstanding the foregoing, a Recreational Vehicle or temporary living quarters may be utilized on a temporary basis during the active construction of a Dwelling upon the Lot, provided that such temporary living quarters shall be removed promptly following completion of the Dwelling.

Section 2.14 – Temporary Structures. Except during the active construction of Improvements upon a Lot, no shipping container, cargo container, mobile home, Quonset hut, shack, or similar non-residential structure shall be placed, erected, or maintained upon any Lot. Temporary storage of construction equipment and materials during the active construction of Improvements shall be permitted.

Notwithstanding the foregoing, a shipping container or cargo container incorporated into a Dwelling permitted under **Section 3.1** of the Declaration shall be allowed.

Section 2.15 - Water and Septic Systems. Any water well or septic waste system installed within a Lot must be constructed, approved and operated in accordance with the laws of the State of Alaska, including all applicable laws, regulations and/or requirements of the Alaska Department of Environmental Conservation and the Matanuska-Susitna Borough. All water wells and septic systems shall be located, to the extent reasonably possible, at a sufficient distance from the Lot boundaries in order to avoid conflict with setback requirements for water wells and septic systems on adjoining Lots.

Section 2.16 – Drainage Channels. The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales or storm drains is not permitted. No structures, plantings or other materials shall be placed or permitted to remain which may damage, interfere with or significantly change the direction of flow of drainage channels.



Section 2.17 – Subdivision of Lots. Lots may be subdivided into smaller lots, provided that no Lot within the Property is less than 80,000 square feet in size. For purposes of this Section, the term "subdivided" means the division of a Lot into two or more lots, tracts, parcels, sites, condominiums, units or other divisions, including any separation of ownership interests under AS 34.08, *et seq.* Any subdivision of a Lot must comply with all applicable requirements of the Matanuska-Susitna Borough and all other applicable governmental requirements.

Section 2.18 – Leasing. A Lot, Dwelling or any portion thereof, may not be conveyed pursuant to a time-sharing plan. No Lot, Dwelling or any portion thereof, may be leased except by written leases for a term of at least six (6) months. Each lease shall incorporate the terms and restrictions of the Declaration as a personal obligation of the tenant.

Section 2.19 – Transient Usage. No Lot may be used for bed and breakfast, transient, hotel or motel purposes. The lease of a Lot to a corporate or other business entity for residential use by an employee or guest of the entity is permitted only if the same employee or guest intends to occupy the Lot for a term of at least six (6) months.

Section 2.20 – Marijuana. No portion of the Property shall be used for or in support of the following: any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant.

Section 2.21 – Firearms. No shooting range or recurring organized shooting activity shall be conducted upon any Lot. Firearms may not be discharged upon any Lot in a manner that creates an unreasonable risk to persons or property, or that constitutes a nuisance by reason of excessive frequency, duration, or noise. All firearm use shall comply with applicable law and shall be conducted with appropriate backstops and safety precautions.

Section 2.22 – Resource Extraction Operations. No mining, prospecting, crushing, milling, oil drilling, oil development operations, oil refining, gravel pits, or quarrying operations of any kind shall be permitted upon or within any portion of the Property, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or within five hundred feet (500') below the surface of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property. This provision does not include gravel excavation during the period of the time the Property is undergoing development.

Section 2.23 – Compliance With Local, Federal, and State Laws or Ordinances. The Improvements on a Lot and the use of the Lots must comply with all local, federal, and state laws or ordinances unless the restrictions contained in the Declaration are more restrictive than the laws or ordinances, in which case, the Improvements and uses of the Lot shall comply with the more restrictive covenants.



ARTICLE III
CONSTRUCTION, ARCHITECTURE AND DESIGN RESTRICTIONS

Section 3.1 – Dwelling Structures. No Lot shall contain more than two (2) Dwellings. The permitted Dwellings may be configured either as: (a) one (1) duplex-style building containing two (2) attached Dwellings; or (b) two (2) detached Dwelling structures, each containing one (1) Dwelling. Under no circumstances shall a Lot contain more than two (2) Dwellings in the aggregate.

All Dwellings shall be designed, constructed, finished, and maintained as residential structures and shall comply with all applicable provisions of this Declaration.

- (a) *Barndominium-Style Dwellings.* A Dwelling constructed utilizing post-frame, steel-frame, metal-building, barn-style, shop-house, or similar construction methods (commonly referred to as a “barndominium”) shall be permitted, provided that such structure is designed, constructed, and maintained as a residential Dwelling and complies with all provisions of this Declaration applicable to Dwellings.
- (b) *Shipping Container or Connex-Type Dwellings.* A Dwelling constructed utilizing one or more shipping containers, cargo containers, connex units, modular container units, or similar prefabricated steel container components shall be permitted, provided that:
 - (i) the structure is fully constructed and finished as a residential Dwelling, including installation of insulation, doors and windows, electrical systems, plumbing systems, heating and ventilation systems, and exterior siding, cladding, or comparable exterior finishes;
 - (ii) the structure possesses a completed residential appearance and shall not be maintained in an unfinished or substantially industrial condition;
 - (iii) exposed exterior shipping container walls shall not remain in their original unfinished industrial state;
 - (iv) any stacked or grouped container units shall be integrated into a cohesive single residential design; and
 - (v) the structure otherwise complies with all provisions of this Declaration applicable to Dwellings.
- (c) *Manufactured Homes Prohibited.* No mobile home, manufactured home, trailer house, or factory-built residential structure constructed upon a permanent chassis shall be permitted as a Dwelling upon any Lot, regardless of whether such structure is installed upon a permanent foundation.



Section 3.2 – Architectural and Design Standards. To ensure consistency, quality, and preservation of property values, all Dwelling structures, including shipping container homes and barndominiums, must meet the following minimum standards:

- (a) *Foundations.* All Dwelling structures must be permanently affixed to a foundation system compliant with applicable building codes. No Dwelling structure may be placed on temporary blocks, piers (unless engineered), or similar non-permanent supports.
- (b) *Exterior Finish Requirements.* All exterior wall surfaces must be finished with materials such as wood, engineered siding, metal siding, brick, stone, or comparable residential-grade materials. Roof materials must be metal, asphalt, shingles, or other durable residential roofing materials. Rolled roofing is prohibited. Exterior finishes must be uniform and complete on all sides of the structure.
- (c) *Minimum Living Area.* Each Dwelling shall contain a minimum of one thousand six hundred (1,600) square feet of habitable living area, excluding garages, porches, decks, unfinished basements, storage areas, and other non-habitable space. The main floor of each Dwelling shall contain a minimum of nine hundred (900) square feet of habitable living area.

Notwithstanding the foregoing, the existing Dwelling currently located upon Lot 4, Block 1 of the Property is deemed to comply with the requirements of this Section and may continue to be occupied, maintained, repaired, remodeled, altered, and improved notwithstanding its failure to satisfy the minimum living area requirements set forth herein. However, if such Dwelling is demolished, removed, destroyed, or damaged to the extent that reconstruction of the Dwelling is required, any replacement Dwelling shall fully comply with the minimum living area requirements of this Section.
- (d) *Height.* The height of any Dwelling structure shall not exceed thirty-five feet (35 ft.), measured from ground plane to the highest point of the structure.
- (e) *Maximum Lot Coverage.* The aggregate ground-level footprint area of all roofed structures upon a Lot, including all Dwellings, Outbuildings, garages, covered porches, covered decks, and carports, shall not exceed twenty percent (20%) of the Lot area.
- (f) *Exterior Lighting.* Exterior lighting shall be arranged and shielded so as to minimize light trespass onto neighboring Lots. No exterior lighting shall be installed or maintained in a manner that creates an unreasonable glare, annoyance, or nuisance to neighboring Lots or detracts from the rural residential character of the Property. High-intensity commercial-style lighting, including unshielded floodlights or permanently illuminated athletic or parking-lot style lighting, is prohibited.



(g) *Visual Compatibility.*

- (i) Any Dwelling structure that is erected or maintained upon a Lot, including any exterior additions or alterations thereto, shall: (A) be maintained in a completed, visually cohesive, and residential condition, and shall not have an unfinished, substantially industrial, dilapidated, or neglected appearance; and (B) be in harmony as to external design, color, materials, location, and size with surrounding structures and topography.
 - (ii) Dwellings shall be designed, constructed, and finished in a manner consistent with the quality and character of residential improvements typically constructed within similar rural residential subdivisions.
 - (iii) Exterior paint colors of Dwellings shall be neutral or natural tones (earth tones, muted colors, or similar palettes), including shades of tan, brown, beige, taupe, green, olive, sage, gray and black. Pastels, fluorescent or neon paint, and shades of magenta, purple or orange, are prohibited. Excessive use of highly contrasting color trim is prohibited.
 - (iv) If two (2) Dwelling structures are located upon a Lot: (A) the architectural style, exterior materials, and color palette of the Dwellings shall be compatible and complementary to each other; and (B) landscaping, grading, and site improvements around and between the Dwellings shall be designed to appear as part of a single, cohesive landscape plan, except where separated by fencing, retaining walls, or similar landscape features; and
- (h) *Driveways.* All driveways, walkways and parking areas on a Lot shall be either paved or surfaced in D-1 rock or gravel. Driveways shall be kept clean and clear of all oil drippings, stains, or other unsightly vehicle byproducts or discharge.

Section 3.3 – Outbuildings.

- (a) The exterior materials, color, and architectural appearance of any Outbuilding within a Lot shall complement the design and appearance of the Dwelling(s) within the Lot.
- (b) Outbuildings shall be constructed upon permanent foundations or otherwise skirted or finished so that no exposed blocking, skids, piers, wheels, chassis, or similar temporary supports remain visible, and shall not be located closer than ten feet (10') from any Dwelling(s) within the Lot.
- (c) No Outbuilding shall be located further forward on the Lot than the front of the Dwelling. If two (2) Dwelling structures are located on a Lot, no Outbuilding shall be located further forward on the Lot than the front of the Dwelling that is closest to the public right-of-way.



- (d) Not more than three (3) Outbuildings are permitted per Lot.
- (e) No Outbuilding shall have a footprint larger than three thousand six hundred square feet (3,600 sq. ft).
- (f) The combined total square footage of all Outbuildings on a Lot shall not exceed four thousand square feet (4,000 sq. ft.).
- (g) Outbuildings shall not exceed twenty-eight feet (28') in height, measured from ground plane to the highest point of the structure.

Section 3.4 - Fences. Fences, gates, and associated structures shall not exceed ten feet (10') in height. Fence material and design must be aesthetically compatible with the rural setting of the Property. Barbed wire fencing is prohibited. Wood fencing must be maintained, stained or painted, so the fence remains sightly. All fences must be setback at least twenty-five feet (25') from the public right-of-way.

Section 3.5 - Antennas and Towers. No freestanding radio tower, communications tower, cellular tower, microwave tower, windmill tower, or similar tower structure shall be erected or maintained upon any Lot.

Section 3.6 – Setbacks. No Dwelling, building, structure or other Improvement shall be placed, constructed, or erected within twenty-five feet (25') of any Lot boundary line. In the event that any setback requirements of the Matanuska-Susitna Borough are more restrictive than the setback requirements contained herein, the Improvements shall comply with the more restrictive setback requirements.

Section 3.7 – Completion of Construction.

- (a) Construction of a Dwelling structure on a Lot shall be completed within **twelve (12) months** after the commencement of construction; provided, however, that no unfinished exterior materials shall be visible for more than six (6) months after installation.
- (b) Construction of an Outbuilding or other Improvement on a Lot shall be completed within **six (6) months** after the commencement of construction.
- (c) For purposes of this Section, completion of construction means the completion of all exterior siding, painting and landscaping to be performed in connection with the Dwelling or other Improvement.
- (d) No structure shall appear incomplete, temporary, or industrial in character once construction is complete.



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

Section 3.8 – Construction and Maintenance of Utility Improvements. Each Lot Owner shall be responsible, at their own expense, for the construction and installation of all utility Improvements serving their Lot, including but not limited to, water, sewer, electric, gas, communications, drainage, and similar utility Improvements. All utility Improvements shall be installed below the surface of the ground. If a utility Improvement serving a Lot is to be located within the boundaries of another Lot and not within an established utility easement, the Lot Owner of the Lot to be served by such utility Improvement shall be responsible for securing such easements and/or other rights as may be necessary for the construction, installation, use, maintenance, repair and replacement of such utility Improvement.

Section 3.9 – Site Clearing and Restoration. Slash, stumps, overburden piles, surface debris and vegetation resulting from work or activity on any Lot shall be buried or removed from the Lot within thirty (30) days after the activity or work is performed. Such disturbed, cleared and exposed soil surfaces shall be reseeded or covered with landscaping or natural vegetation to prevent soil erosion.

ARTICLE IV **COMMON ACCESS EASEMENTS**

Section 4.1 – Common Access Easements. The areas identified on the Plat as “Common Access Easement” (each, a “Common Access Easement”) are hereby reserved and established for the non-exclusive ingress and egress benefit of the Lots identified on the Plat as being served by the applicable Common Access Easement. Each Lot Owner, together with such Lot Owner’s occupants, guests, invitees, contractors, and permittees, shall have a non-exclusive easement for vehicular and pedestrian access over and across the applicable Common Access Easement serving such Lot. No Lot Owner shall obstruct or interfere with the reasonable use of any Common Access Easement by any other benefiting Lot Owner.

Section 4.2 – Utility Improvements Within Common Access Easements. Each Common Access Easement may also be utilized for the construction, installation, maintenance, repair, replacement, and use of utility Improvements serving the Lots benefited by the applicable Common Access Easement, including water, sewer, electric, gas, communications, drainage, and similar utility facilities. Each Lot Owner shall be solely responsible, at such Lot Owner’s expense, for the construction, installation, maintenance, repair, and replacement of all utility Improvements serving such Lot. In the event that any construction, installation, maintenance, repair, or replacement of utility



Improvements requires excavation, clearing, grading, or other alteration within a Common Access Easement, the Lot Owner performing such work shall promptly restore the affected area of the Common Access Easement to substantially the same condition existing prior to commencement of such work.

Section 4.3 – Driveway Improvements. Any Lot Owner benefiting from a Common Access Easement may construct driveway Improvements within the applicable Common Access Easement for purposes of accessing such Lot. Any such driveway Improvements may consist of asphalt, pavement, D-1 gravel, or similar driveway surfacing materials reasonably suitable for residential access. Unless otherwise agreed in writing by the affected Lot Owners, the Lot Owner constructing any driveway Improvements shall bear all costs associated with the initial construction thereof.

Section 4.4 – Maintenance and Cost Sharing of Driveway Improvements. Any Lot Owner utilizing any portion of driveway Improvements located within a Common Access Easement for access to a Dwelling or other Improvement upon such Lot shall be responsible for jointly maintaining, repairing, and replacing such driveway Improvements. The costs of maintaining, repairing, and replacing driveway Improvements shall be allocated among the benefiting Lot Owners based upon each Lot Owner's relative use of the applicable driveway Improvements, taking into consideration the linear distance or portion of driveway utilized to access such Lot, unless otherwise agreed in writing by the affected Lot Owners. In the absence of a written agreement establishing a different allocation, the costs shall be allocated in a reasonable and equitable manner based upon proportional use.

ARTICLE V

LIABILITY FOR HAZARDOUS MATERIALS

In the event that any fuel, oil, lubricant, or other Hazardous Material is spilled, released or discharged in any Lot or in, on or about any portion of the Property, or any property or surface or ground water adjacent thereto, the Lot Owner who caused or suffered such spill, release or discharge, or whose agent, contractor, subcontractor, tenant, guest, occupant or invitee caused or suffered such spill, release or discharge, shall: (a) promptly respond to and remediate such spill, release or discharge in accordance with the requirements of applicable law; and (b) defend, indemnify and hold harmless the other Lot Owners and the State from all demands, claims, fees, fines, penalties, judgments, awards, costs, damages, losses, obligations, and liabilities that in any way arise out of, result from or are based upon any legal obligation to respond to, remediate and/or dispose of such spilled, released or discharged fuel, oil, lubricant, or Hazardous Material.

ARTICLE VI

AMENDMENTS TO DECLARATION

This Declaration may be amended only by a written instrument executed and acknowledged by the Lot Owners of at least seventy-five percent (75%) of the Lots, which amendment shall become effective upon recording in the Palmer Recording District, Third Judicial District, State of Alaska. In the event that more than one (1) Person holds an ownership interest in a Lot, the signature of any one (1) such Person shall be sufficient to constitute approval by the Lot for purposes of this

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Section. In addition, for so long as the Declarant holds any ownership interest in a Lot or any other portion of the Property, any amendment to this Declaration must be executed by the Declarant to be effective.

ARTICLE VII

ENFORCEMENT

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

- (a) any aggrieved Lot Owner; and/or
- (b) the Declarant, until such time as the latest to occur of either of the following: (a) the Declarant no longer holds any ownership interest in any portion of the Property, or (b) the completion of construction of a Dwelling Structure on each Lot that is or may be created within the Property.

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

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

ARTICLE VIII

MISCELLANEOUS

Section 8.1 – Covenants Running with the Land. Each and every one of the benefits and burdens contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the record Lot Owners from time-to-time of every portion of the Property, and their legal representatives, heirs, executors, administrators, successors and assigns.

Section 8.2 – Termination. The covenants, conditions, restrictions, easements, and other provisions of this Declaration shall run with and bind the Property perpetually unless terminated by a written instrument executed and acknowledged by the Lot Owners of at least eighty percent (80%) of the Lots and recorded in the Palmer Recording District, Third Judicial District, State of Alaska. In the event that more than one (1) Person holds an ownership interest in a Lot, the signature of any one (1) such Person shall be sufficient to bind the Lot for purposes of approving a termination of this Declaration. In addition, for so long as the Declarant holds any ownership interest in a Lot or any



other portion of the Property, any instrument terminating this Declaration must be executed by the Declarant to be effective.

Section 8.3 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

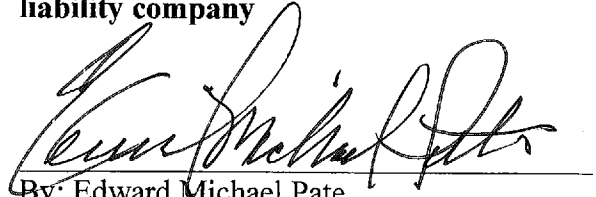
Section 8.4 – Waiver. No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.5 – Invalidity/Severability. The invalidity or unenforceability of any provision of this Declaration under any present or future law, rule, regulation or ordinance will not affect any other provision of this Declaration, and the remaining provisions of this Declaration shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 2nd day of June, 2026.

DECLARANT:

CAMAI HOLDINGS LLC, an Alaska limited liability company



By: Edward Michael Pate

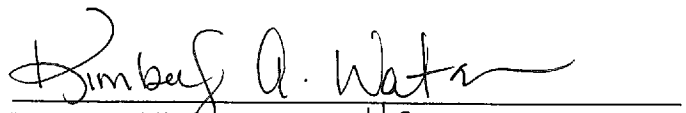
Its: Member

STATE OF NC

)
) ss.
)

The foregoing instrument was acknowledged before me this 2nd day of June, 2026, by **EDWARD MICHAEL PATE, MEMBER** of **CAMAI HOLDINGS LLC**, an Alaska limited liability company, on behalf of the limited liability company.

KIMBERLY A. WATSON
NOTARY PUBLIC
Gaston County, North Carolina
My Commission Expires February 15, 2030



Notary Public in and for NC (State)
My Commission Expires: 2-15-30

[Declarant Signatures and Notary Acknowledgments Continues on the Following Pages]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATE'S PROVINCE
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311-2026-012171-0

DECLARANT:

CAMAI HOLDINGS LLC, an Alaska limited liability company



By: Mark Thomas Pate
Its: Member

STATE OF CALIFORNIA

TULARE COUNTY

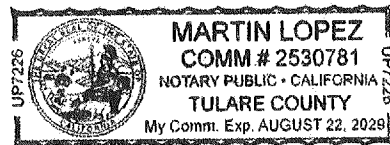
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ss.

The foregoing instrument was acknowledged before me this 18th day of June, 2026, by **MARK THOMAS PATE, MEMBER of CAMAI HOLDINGS LLC**, an Alaska limited liability company, on behalf of the limited liability company.



Notary Public in and for California (State)
My Commission Expires: August 22, 2029



[Signatures and Notary Acknowledgments Appear on the Following Pages]



DECLARANT:

CAMAI HOLDINGS LLC, an Alaska limited liability company

M. Annette Pate

By: Miranda Annette Pate
Its: Member

STATE OF Tennessee

Davidson County

)
) ss.
)

The foregoing instrument was acknowledged before me this 2nd day of June, 2026, by **MIRANDA ANNETTE PATE, MEMBER of CAMAI HOLDINGS LLC**, an Alaska limited liability company, on behalf of the limited liability company.

Phoenix

Notary Public in and for Tennessee (State)
My Commission Expires: 5/8/2029



[Signatures and Notary Acknowledgments Appear on the Following Pages]

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DECLARANT:

CAMAI HOLDINGS LLC, an Alaska limited liability company



By: Tyler Alexander Pate
Its: Member

STATE OF Tennessee

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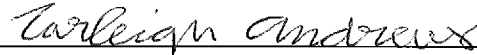
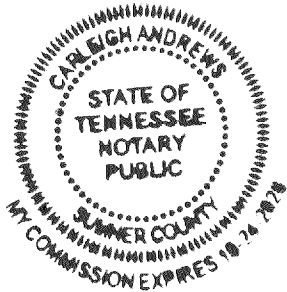
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ss.

)

Sumner County

The foregoing instrument was acknowledged before me this 2 day of June, 2026, by **TYLER ALEXANDER PATE, MEMBER of CAMAI HOLDINGS LLC**, an Alaska limited liability company, on behalf of the limited liability company.



Notary Public in and for Tennessee (State)

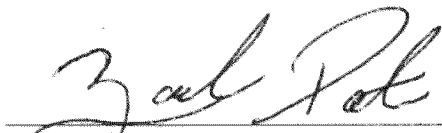
My Commission Expires: 10-24-2028

[Signatures and Notary Acknowledgments Appear on the Following Pages]



DECLARANT:

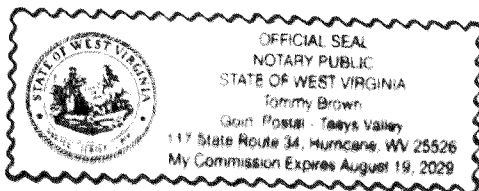
CAMAI HOLDINGS LLC, an Alaska limited liability company

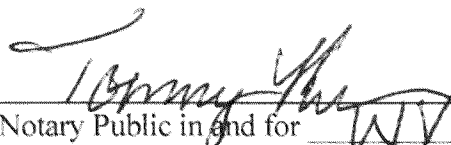

By: Zachary Bryan Pate
Its: Member

STATE OF WV
Potomac

)
) ss.
)

The foregoing instrument was acknowledged before me this 3rd day of June, 2026, by **ZACHARY BRYAN PATE, MEMBER of CAMAI HOLDINGS LLC**, an Alaska limited liability company, on behalf of the limited liability company.




Notary Public in and for WV (State)
My Commission Expires: 8-19-29

