

PUBLIC OFFERING STATEMENT

ALPINE VIEW



Effective Date: the 13th day of April, 2026

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SPECIFIC STATUTORY INFORMATION REQUIRED FOR ALL COMMON INTEREST COMMUNITIES

Article I of the Declaration (included as **Attachment A** hereto) lists certain defined terms, including some statutory definitions. These terms are capitalized throughout this Public Offering Statement and the statutory definitions are set forth in all capitals to indicate the significance and source of the language. Any reference to the Declaration in this Public Offering Statement shall refer to the Declaration as amended from time to time.

1. Name and Address of Declarant and of Common Interest Community.

a. Declarant:

SELWAY CORP
P.O. Box 1987,
Palmer, Alaska 99645

- ◆ SELWAY CORP is interchangeably referred to in this Public Offering Statement as "Selway Corp" or the "Declarant".

b. Name and Address of the Common Interest Community:

ALPINE VIEW
c/o Jess Hall
President, Alpine View Owners Association, Inc.
PO Box 1987
Palmer, AK 99645

- ◆ Alpine View is interchangeably referred to in this Public Offering Statement as the "Project", "Common Interest Community", or "Alpine View".

2. Description of the Common Interest Community.

- ◆ **Alpine View** is a planned community located off of E. Alpine Meadow Drive and E. Strawberry Circle, near the intersection of E. Tex-Al Drive and N. Palmer-Fishhook Road, in Palmer, Alaska, and is further described in **Schedule A-1** to the Declaration.
- ◆ Declarant has reserved the right to add additional property to the Project, which property is described in **Schedule A-1** of the Declaration as "*Property Not In the Common Interest Community Subject to Development Rights*" and which is labeled on the Plat as "*Property Not in the Common Interest Community Development Rights Reserved*". As of the date of this Public Offering Statement, this additional property consists of Tract B2-A, *ALPINE VIEW ADDITION #1, PHASE 4*, according to the official plat thereof, filed under Plat No. 2026-31, and TRACT C, *ALPINE VIEW ADDITION #1*, according to the official plat thereof, filed under Plat No. 2020-3, records of the Palmer Recording District, Third Judicial District, State of Alaska.
- ◆ Tract B was re-subdivided into Tract B-1 and Tract B-2 pursuant to the subdivision plat thereof, recorded as Plat No. 2022-26, records of the Palmer Recording District, Third Judicial District, State of Alaska. Tract B-1 was re-subdivided into Lots 2-8, Block 7, Lots 1-4, Block 8, Lots 13-33, Block 9 and Tract B-3 pursuant to the subdivision plat thereof, recorded as Plat No. 2023-34,

records of the Palmer Recording District, Third Judicial District, State of Alaska. Plat No. 2023-34 was amended and recorded on July 28, 2023 as **Plat No. 2023-91**, accordingly the *new* legal description of the property is now:

Lots 2-8, Block 7, ALPINE VIEW ADDITION #1 PHASE 3, according to the official plat thereof, Plat No. 2023-91, records of the Palmer Recording District, Third Judicial District, State of Alaska.

Lots 1-4, Block 8, ALPINE VIEW ADDITION #1 PHASE 3, according to the official plat thereof, Plat No. 2023-91, records of the Palmer Recording District, Third Judicial District, State of Alaska.

Lots 13-33, Block 9, ALPINE VIEW ADDITION #1 PHASE 3, according to the official plat thereof, Plat No. 2023-91, records of the Palmer Recording District, Third Judicial District, State of Alaska.

Tract B-3, *Alpine View Addition #1 Phase 3*, according to the official plat thereof, Plat No. 2023-91, records of the Palmer Recording District, Third Judicial District, State of Alaska.

- ◆ **Tract B-2** (Plat No. 2022-26) and **Tract B-3** (Plat No. 2023-91) have been subdivided by **Plat No. 2026-31**, as more particularly described as:

Lots 7 & 8, Block 5; Lots 4-7, Block 6; Lots 12-19, Block 6; Lots 9-18, Block 7; and Lots 5-10, Block 8, ALPINE VIEW ADDITION NO. 1 PHASE 4, according to the official plat thereof, Plat No. 2026-31, records of the Palmer Recording District, Third Judicial District, State of Alaska; and

Tract B2-A, ALPINE VIEW ADDITION #1 PHASE 4, according to the official plat thereof, Plat No. 2026-31, records of the Palmer Recording District, Third Judicial District, State of Alaska.

- ◆ **Tract A** consists of **(1)** a small cluster mailbox and parking area constructed by the Declarant; and **(2)** large open space. Pursuant to the recordation of Amendment No. 1 to the Declaration of Alpine View, the Declarant created and designated this Tract A as a Common Element.
- ◆ Common Element Tract A was conveyed from Selway Corp to Alpine View Owners Association, Inc., pursuant to the Quitclaim Deed recorded on May 4, 2022, as Serial No. 2022-010163-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
- ◆ **Lot 22, Block 10** (Plat No. 2020-3) is a *Utility Lot* pursuant to Amendment No. 2 of the Declaration of Alpine View, Lot 22, Block 10 is designated as a Common Element.
- ◆ Common Element Lot 22, Block 10 was conveyed from Selway Corp to Alpine View Owners Association, Inc., pursuant to Quitclaim Deed record August 15, 2022 as Serial No. 2022-01881-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
- ◆ Declarant makes no representation regarding the schedule or time period during which Dwellings or other improvements will be constructed on the Lots.
- ◆ As required by the Alaska Statute, Declarant discloses that one hundred percent (100%) of the

Lots are restricted to residential use.

- ◆ There are no amenities in the Project.
- ◆ **ALPINE VIEW OWNERS ASSOCIATION, INC., ("Association")**, is a non-profit corporation which is incorporated with the State of Alaska. A *Certificate of Incorporation* has been issued by the State of Alaska, Corporations Division and the Alaska Entity Number is: 10130469. Each Lot Owner is automatically a member in the Association.
- ◆ There are no unsatisfied judgments or pending suits against the Association.

3. **Number of Lots / Max Number of Lots.** As of the date of this Public Offering Statement, Alpine View contains **one hundred thirty-nine (139)** Lots. The Declarant reserves the right to create and add additional Lots in Alpine View for an aggregate maximum total of **one hundred fifty (150)** Lots. Not more than two (2) Lots per acre of land will be created in the Project.

4. **Percentage of Lots That May be Created That Will be Restricted Exclusively to Residential Use.** All of the Lots in Alpine View are restricted exclusively to residential use for single-family residences. Accordingly, one hundred percent (100%) of all Lots that may be created are restricted exclusively to residential use. Notwithstanding the foregoing, certain home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, storage or trash are permitted. Further, the Declarant may use the Lots for certain sales and management purposes pursuant to the rights reserved in the Declaration.

5. **Each Lot's Allocated Interests.** The Allocated Interests of each existing Lot have been calculated using the following formulas:

- a. Liability for Common Expenses: Each Lot in the Common Interest Community has an equal percentage of liability for the Common Expenses. However, certain Common Expenses may be apportioned to particular Lots under **Article XVI** of the Declaration.
 - As of the date of this Public Offering Statement, there are one hundred and thirty-nine (139) Lots in Alpine View, so each Lot has a 0.72% liability for the Common Expenses [100% / 139 Lots = 0.72%]
 - Common Expenses are not assessed against any Lot owned by the Declarant, a builder, builder entity, Dealer, or successor declarant. Accordingly, the Lot you are purchasing will have a greater percentage of liability for the Common Expenses *until* such time as there are no Lots owned by the Declarant, a builder, builder entity, Dealer, or successor declarant.
 - If fully developed, Alpine View could contain 150 Lots, so each Lot would have a 0.67% liability for the Common Expenses [100% / 150 Lots = 0.67%] at such time as there are no Lots owned by the Declarant, a builder, builder entity, Dealer, or successor declarant.
- b. Votes: Each Lot in Alpine View has one (1) equal vote. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2** of the Declaration.

- c. Multiple Ownership of a Lot: When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as determined among those Lot Owners, but in no event shall more than one (1) vote be cast with respect to any such Lot. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

6. Development Rights. The Declarant reserved the following Development Rights:

- (a) the right to add property to the Common Interest Community listed in **Schedule A-1** as "*Property Not In the Common Interest Community Subject to Development Rights*" and which is labeled on the Plat as "*Property Not in the Common Interest Community Development Rights Reserved*";
- (b) the right to create Lots, Common Elements, or Limited Common Elements within the Common Interest Community anywhere within the property described in **Schedule A-1** as "*Property Not In the Common Interest Community Subject to Development Rights*" and which is labeled on the Plat as "*Property Not in the Common Interest Community Development Rights Reserved*";
- (c) the right to withdraw Property from the Common Interest Community as may be described in **Schedule A-1** as Property that is in Common Interest Community and subject to Development Rights; and
- (d) the right to subdivide Lots, combine Lots, and convert Lots into Common Elements.

With regard to the property which may be added to the Common Interest Community, no assurances are made by the Declarant as to where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

The Development Rights may be exercised at any time, but not more than **fifteen (15) years** after recording of the Declaration. The Declarant may terminate some or all of the Development Rights prior to the **fifteen (15) year** expiration date by a recorded instrument.

All assurances made by the Declarant as to Development Rights will continue to apply whether Development Rights are exercised by the Declarant or not.

7. Special Declarant Rights and Conditions or Limitations on Exercise. The Declarant reserved the following Special Declarant Rights:

- (a) to complete Improvements shown on the Plat filed with the Declaration and any amendments thereto and to complete Improvements on the Property required by the Matanuska-Susitna Borough;
- (b) to maintain signs advertising the Common Interest Community, and to maintain one (1) or more structures within Lots owned by the Declarant as model homes, management offices, or sales offices. The specific location may change from time to time as Dwellings on Lots are developed and sold. Declarant may delegate this right to persons who purchase Lots for construction and sale;
- (c) to use or grant easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community;

- (d) to appoint or remove an officer of the Association or an Executive Board member during a period of Declarant Control subject to the provisions of **Section 7.6** of the Declaration;
- (e) to make the Common Interest Community subject to a Master Association;
- (f) to merge or consolidate the Common Interest Community with another common interest community of the same form of ownership; and
- (g) to exercise a Development Right reserved in the Declaration.

Except for Special Declarant Rights that may terminate earlier by statute, and unless previously terminated by an amendment to the Declaration executed by the Declarant, Special Declarant Rights terminate at the latest to occur of the following:

- 1. When the Declarant is no longer obligated under any warranty or obligation;
- 2. When the Declarant no longer owns a Lot;
- 3. When the Declarant no longer holds any Security Interest in any Lot; or
- 4. When no assignee of a Special Declarant Right owns a Lot.

8. Compatibility of Buildings or Other Improvements to Existing Buildings and Improvements. **Article X** of the Declaration contain rules governing the construction, architecture and design of buildings and other Improvements on Lots. The Declarant makes no other assurances that buildings and Improvements that may be erected in the future will be compatible with existing buildings and improvements in the Common Interest Community.

9. Applicability of Restrictions in the Declaration Affecting Use, Occupancy, and Alienation of Lots. The restrictions in the Declaration regarding the use, occupancy and alienation of Lots will apply to all Lots created in Alpine View.

10. Documents Included as Attachments Hereto and Incorporated Herein. Unless otherwise noted, the following documents are included as attachments to this Public Offering Statement and incorporated by reference:

- a. Declaration & Amendments Thereto: The Declaration and amendments thereto are included as **Attachment A**. The Description of the Common Interest Community, Table of Interests, and Plat are attached to the Declaration as **Schedules A-1, A-2, and A-3** respectively.

The laws governing creation, ownership, use and management of the Common Interest Community are derived from the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes ("**Act**").

The Act requires that the Public Offering Statement include a brief narrative description of the significant features of the Declaration. Since all of the statements of the Declaration are important, this description is only a summary in nature and must not be relied upon as to the actual language of the Declaration, which must be read in its entirety to determine the impact, exceptions, and activities that are mandated by it.

The Declaration is the fundamental title document that legally describes the Lot that you are buying and its boundary relationships with the rest of the Common Interest Community, its other members, and the physical description of the entire Common Interest Community. The

derivation of power emanates through the Declaration, as it is found in the real estate records of the Palmer Recording District.

Relatively permanent covenants or promises are included in the Declaration, either repeating sections of the Act, fulfilling the minimum mandated activities required for sound management, or fulfilling the requirements of financial institutions to make your Lot financeable.

A few significant highlights, in addition to the items found elsewhere in the Public Offering Statement, are as follows:

Article VI of the Declaration sets forth the requirements for the maintenance, repair, and replacement of certain items within Alpine View.

- ◆ Each Lot Owner shall maintain, repair, and replace in a good and workmanlike manner, at his or her own expense, all portions of his or her Lot, including any structures or Improvements within it.
- ◆ Each Lot Owner shall be responsible for the removal of any brush or vegetation obstructing any drainage easement or drainageway on their Lot.
- ◆ The Association shall maintain, repair, and replace all Common Elements within the Common Interest Community.

Article VII of the Declaration provides a broad reservation of powers to the Declarant, as permitted by the Act, without undue interference by the Lot Owners or the Association. This includes the Development Rights as described in Section 6, above, and the Special Declarant Rights as described in Section 7, above.

Article VII of the Declaration also provides for the control of the Association Executive Board by the Declarant ("**Declarant Control**") until sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Lot Owners other than the Declarant; or two (2) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business; or such earlier time as is spelled out in **Article VII** of the Declaration. Declarant Control also terminates in stages as described in **Article VII** of the Declaration.

Article XVI of the Declaration governs the Common Expense assessments, which are the dues that a Lot Owner will pay to the Association for its activities. Collection remedies are described in **Article XVI** of the Declaration, and it should be clear that failure to pay assessments can be significantly harmful to the Association's power to pay its bills and fulfill its maintenance obligations to the Lot Owners. Accordingly, the Act and the Documents give the Association powerful remedies including the right to foreclose out your mortgage lender for a limited amount of past due assessments. This would certainly make your lenders very unhappy, so you can be assured that the lender will also want to be assured that your assessments remain paid.

***LIKE ANY SUMMARY, THIS CAN ONLY COVER A FEW OF THE SIGNIFICANT FEATURES. THUS, YOU MUST REFER TO THE REMAINDER OF THE PUBLIC OFFERING STATEMENT AND THE DECLARATION ITSELF FOR AN ACCURATE STATEMENT OF ALL SIGNIFICANT FEATURES.**

- b. Bylaws and Corporate Documents: The Bylaws and corporate organization documents, including the Articles of Incorporation, are included as **Attachment B**. The Bylaws set forth the procedures for the Association, such as voting, meeting location, and for election of officers. The

Articles of Incorporation were filed with the State of Alaska on April 23, 2020.

You may view a complete history of the corporate filings filed with the State of Alaska by typing this link into your browser <https://www.commerce.alaska.gov/cbp/main/search/entities> and searching for the **ALPINE VIEW OWNERS ASSOCIATION, INC.**

c. **Budget:** The current budget for the Association is included as **Attachment C**.

- There is no **Engineer Certificate** regarding reserves, as there is currently no need for reserves for the Common Elements. However, Declarant makes no assurances regarding the amounts of and assumptions regarding the reserves required for the maintenance, repair and replacement of Common Elements which the Association, at a future date, may include in a budget. If any maintenance, repair and replacement of the Common Elements is necessary at a future date, which (1) the cost of maintenance is not covered or (2) a deductible is required under the insurance policy obtained by the Association, a *special assessment shall be assessed to each Lot Owner for the cost of such maintenance or said insurance deductible*.
- All Common Expenses of the Association shall be assessed against all Lots in accordance with their percentage interest in the Common Expenses as shown on **Schedule A-2** to the Declaration, except as provided in **Section 16.2** of the Declaration.
- Pursuant to **Section 16.2** of the Declaration, Common Expenses will not be assessed against any Lot owned by the Declarant, a builder, builder entity, Dealer, or successor declarant.

11. Initial or Special Fees. There are no initial or special fees to be paid by Lot Owners, other than the prorated payment of the annual Common Expense at closing required pursuant to **Section 16.1** of the Declaration.

12. A Description of the Liens, Defects or Encumbrances on or Affecting Title. The following list reflects the liens, defects, or encumbrances affecting the Project:

1. **The Declaration of Alpine View** recorded on April 28, 2020, as Serial No. 2020-008698-0; as amended by **Amendment No. 1** recorded on May 4, 2022 as Serial No. 2022-010114-0; as amended by **Amendment No. 2** recorded on May 27th, 2022 as Serial No. 2022-012365-0; as amended by **Amendment No. 3** recorded on April 7, 2023 as Serial No. 2023-005735-0; as amended by **Amendment No. 4** recorded April 10, 2026 as Serial No. 2026-006277-0; and as amended by **Amendment No. 5** recorded April 13, 2026 as Serial No. 2026-2026-006440-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
2. Reservations and exceptions as contained in U.S. Patent No. 785775 and/or in Acts authorizing the issuance thereof.
3. Reservations and exceptions as contained in U.S. Paten No. 1120981 and/or in Acts authorizing the issuance thereof.
4. Taxes and/or assessments due the Matanuska-Susitna Borough, if any.
5. Section line easement 33 feet in width along each side of the section line as provided by 43 U.S.C. 932.
6. Right of way easement and appurtenances thereto, including the terms and provisions thereof, recorded July 7, 1975, in Book 99 at Page 633, records of the Palmer Recording District, Third Judicial District, State of Alaska.
7. Easements and licenses as contained in the United States Patent and/or in Acts authorizing the

- issuance thereof, recorded June 19, 1946, in Book 4 at Page 4, records of the Palmer Recording District, Third Judicial District, State of Alaska.
8. Easements and licenses as contained in the United States Patent and/or in Acts authorizing the issuance thereof, recorded March 1, 1921, in Book 9 at Page 213, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 9. Easement for electrical transmission and/or telephone distribution and incidental purposes, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded November 17, 1983, in Book 332 at Page 199, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 10. Easement for electrical transmission and/or telephone distribution and incidental purposes, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded October 4, 2005, as Serial No. 2005-027901-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 11. Right of way easement, including terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded June 1, 2007, as Serial No. 2007-013436-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 12. Easement for electrical transmission and/or telephone distribution and incidental purposes, including the terms and provisions thereof, granted to Matanuska Telephone Association, Inc., recorded June 6, 2007, as Serial No. 2007-013897-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 13. Easement for electrical transmission and/or telephone distribution and incidental purposes, including the terms and provisions thereof, granted to Matanuska Telephone Association, Inc., recorded June 6, 2007, as Serial No. 2007-013897-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 14. Covenants, conditions, restrictions and easements, including the terms and provisions thereof, but omitting any covenants, conditions or restrictions, if any, indicating a preference limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenants, conditions or restrictions are permitted by applicable law, as set forth in an instrument recorded October 5, 2007 as Serial No. 2007-025861-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 15. Easement for electrical transmission and/or telephone distribution and incidental purposes, including the terms and provisions thereof, granted to Matanuska Telephone Association, Inc., recorded August 30, 2016, as Serial No. 2016-018294-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 16. Easement, including the terms and provisions thereof, granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded August 29, 2019, as Serial No. 2019-018770-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 17. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded on May 15, 2020, as Serial No. 2020-010285-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 18. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded on May 15, 2020, as Serial No. 2020-010286-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 19. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded May 15, 2020, as Serial No. 2020-010289-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
 20. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded on May 18, 2020, as Serial No. 2020-010459-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.

21. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded on July 16, 2020, as Serial No. 2020-016091-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
22. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded July 24, 2020, as Serial No. 2020-017094-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
23. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded July 24, 2020, as Serial No. 2020-017095-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
24. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded August 17, 2020, as Serial No. 2020-019803-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
25. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 18, 2020, as Serial No. 2020-023400-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
26. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 18, 2020, as Serial No. 2020-023401-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
27. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 18, 2020, as Serial No. 2020-023402-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
28. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 18, 2020, as Serial No. 2020-023403-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
29. Easement, including the terms and provisions thereof, granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded October 14, 2020, as Serial No. 2020-026058-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
30. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded October 16, 2020, as Serial No. 2020-026332-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
31. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded October 16, 2020, as Serial No. 2020-026342-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
32. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded October 16, 2020, as Serial No. 2020-026348-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
33. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded on November 6, 2020, as Serial No. 2020-028633-0, records, of the Palmer Recording District, Third Judicial District, State of Alaska.
34. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded on November 6, 2020, as Serial No. 2020-028670-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
35. Conversion Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded on February 18, 2021, as Serial No. 2021-004124-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
36. Right of Way Easement, including the terms and provisions thereof, granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded on April 30, 2021, as Serial No. 2021-012118-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
37. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 1, 2021, as Serial No. 2021-025902-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.

38. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 28, 2021, as Serial No. 2021-028639-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
39. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 28, 2021, as Serial No. 2021-028717-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
40. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded October 12, 2021, as Serial No. 2021-030383-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
41. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded November 3, 2021, as Serial No. 2021-032741-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
42. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded November 30, 2021, as Serial No. 2021-035332-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
43. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded December 7, 2021, as Serial No. 2021-036029-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
44. Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded December 7, 2021, as Serial No. 2021-036023-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
45. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Susitna Borough, recorded on January 21, 2022, as Serial No. 2022-001540-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
46. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Susitna Borough, recorded on January 21, 2022, as Serial No. 2022-001543-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
47. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded April 20, 2022, as Serial No. 2022-008851-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
48. Right of Way Easement, including the terms and provisions thereof, granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded April 21, 2022, as Serial No. 2022-008974-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
49. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded April 27, 2022, as Serial No. 2022-009461-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
50. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded May 26, 2022, as Serial No. 2022-012149-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
51. Grant of Easement, including the terms and provisions thereof, granted to Matanuska Telecom Association, Inc., recorded June 7, 2022, as Serial No. 2022-013069-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
52. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded August 22, 2022, as Serial No. 2022-019437-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
53. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 8, 2022, as Serial No. 2022-020916-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
54. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 8, 2022, as Serial No. 2022-020924-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.

55. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 8, 2022, as Serial No. 2022-020896-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
56. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded January 5, 2023, as Serial No. 2023-000158-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
57. Right of Way Easement, including the terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded January 5, 2023, as Serial No. 2023-000159-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
58. Easement(s) as delineated on the plat of Alpine View Phase 1, Plat No. 2007-129, records of the Palmer Recording District, Third Judicial District, State of Alaska.
59. Easement(s) as delineated on the plat of Alpine View Addition #1, Plat No. 2020-3, records of the Palmer Recording District, Third Judicial District, State of Alaska.
60. Easement(s) as delineated on the plat of Alpine View Addition #1 Phase 2, Plat No. 2022-26, records of the Palmer Recording District, Third Judicial District, State of Alaska.
61. Easement(s) as delineated on the plat of Alpine View Addition #1 Phase 3, Plat No. 2023-34 and 2023-91, records of the Palmer Recording District, Third Judicial District, State of Alaska.
62. Subject to the notes set forth on the subdivision plats, Plat No. 2007-129, 2020-3, 2022-26, 2023-34, 2023-91 and 2026-31, records of the Palmer Recording District, Third Judicial District, State of Alaska.
63. Easement(s) as delineated on the plat of Alpine View Addition #1 Phase 4, Plat No. 2026-31, records of the Palmer Recording District, Third Judicial District, State of Alaska, records of the Palmer Recording District, Third Judicial District, State of Alaska.
64. MEA easement recorded October 8, 2025 as Serial No. 2025-019103-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.
65. Enstar easement recorded July 4, 2025 as Serial No. 2025-012024-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.

13. No Financing Offered or Arranged by Declarant. The Declarant is not offering any financing to Lot purchasers.

14. Limited Warranties. The Declarant may be offering Lots for sale *without* a Dwelling or other Improvement constructed on the Lot. A Lot Owner, builder, builder entity, Dealer*, or successor declarant** may offer Lots for sale *with* a Dwelling or other Improvement constructed on the Lot. In that case, any warranties with respect to the Dwelling or other Improvement constructed on the Lot by the seller shall be the responsibility of the seller, not the Declarant.

* A *Dealer* is a person other than the Declarant who owns either six (6) or more Lots in a Common Interest Community, or fifty percent (50%) or more of the Lots in a Common Interest Community, as defined in Section 34.08.990 of the Act.

** A *successor declarant* is a person to whom Declarant has assigned one (1) or more Special Declarant Rights.

If you are purchasing a Lot with a Dwelling constructed by the Declarant, then a sample copy of the Limited Home Warranty that applies to the Dwelling on the Lot is included with this Public Offering Statement as Attachment E. Purchaser should read this document in its entirety as it contains important information concerning the terms of the warranty coverage provided, how to make a warranty claim, and any limitations on enforcement or damages.

No Express or Implied Warranties are made by the Declarant with regard to soil/ground conditions or any Dwellings within Alpine View that are not constructed by the Declarant. Builders are responsible for warranties on the Dwelling or other Improvements constructed by a builder, Dealer, or successor Declarant in Alpine View.

Statutory Warranties provided by the Act are as follows:

Express Warranties of Quality (Section 34.08.630):

- (a) AN EXPRESS WARRANTY MADE BY A SELLER TO A PURCHASER OF A UNIT, IF RELIED ON BY THE PURCHASER, IS CREATED AS FOLLOWS:
 - (1) ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE UNIT, ITS USE, OR RIGHTS APPURTENANT TO THE UNIT, AREA IMPROVEMENTS TO THE COMMON INTEREST COMMUNITY THAT WOULD DIRECTLY BENEFIT THE UNIT, OR THE RIGHT TO USE OR HAVE THE BENEFIT OF FACILITIES NOT LOCATED IN THE COMMON INTEREST COMMUNITY, CREATES AN EXPRESS WARRANTY THAT THE UNIT AND RELATED RIGHTS AND USES WILL CONFORM TO THE AFFIRMATION OR PROMISE;
 - (2) A MODEL OR DESCRIPTION OF THE PHYSICAL CHARACTERISTICS OF THE COMMON INTEREST COMMUNITY, INCLUDING PLANS AND SPECIFICATIONS OF OR FOR IMPROVEMENTS, CREATES AN EXPRESS WARRANTY THAT THE COMMON INTEREST COMMUNITY WILL CONFORM TO THE MODEL OR DESCRIPTION;
 - (3) A DESCRIPTION OF THE QUANTITY OR EXTENT OF THE REAL ESTATE COMPRISING THE COMMON INTEREST COMMUNITY, INCLUDING PLATS OR SURVEYS, CREATES AN EXPRESS WARRANTY THAT THE COMMON INTEREST COMMUNITY WILL CONFORM TO THE DESCRIPTION, SUBJECT TO CUSTOMARY TOLERANCE; AND
 - (4) A PROVISION THAT A PURCHASER MAY PUT A UNIT ONLY TO A SPECIFIED USE IS AN EXPRESS WARRANTY THAT THE SPECIFIED USE IS LAWFUL;
- (b) FORMAL WORDS, SUCH AS "WARRANTY" OR "GUARANTEE", AND THE SPECIFIC INTENTION TO MAKE A WARRANTY ARE NOT NECESSARY TO CREATE AN EXPRESS WARRANTY OF QUALITY, BUT A STATEMENT PURPORTING TO BE MERELY AN OPINION OR COMMENDATION OF THE REAL ESTATE OR ITS VALUE DOES NOT CREATE A WARRANTY.
- (c) A CONVEYANCE OF A UNIT TRANSFERS TO THE PURCHASER EACH EXPRESS WARRANTY OF QUALITY MADE BY A PREVIOUS SELLER.

Implied Warranties of Quality (Section 34.08.640):

- (a) A DECLARANT AND A DEALER WARRANT THAT A UNIT WILL BE IN AT LEAST AS GOOD CONDITION AT THE EARLIER OF THE TIME OF THE CONVEYANCE OR DELIVERY OF POSSESSION AS IT WAS AT THE TIME OF CONTRACTING, REASONABLE WEAR AND TEAR EXCEPTED.
- (b) A DECLARANT AND A DEALER IMPLIEDLY WARRANTS THAT A UNIT AND THE COMMON ELEMENTS IN THE COMMON INTEREST COMMUNITY ARE SUITABLE FOR THE ORDINARY USES OF REAL ESTATE OF ITS TYPE AND THAT ANY IMPROVEMENTS MADE OR CONTRACTED FOR BY THE DECLARANT OR DEALER, OR MADE BY ANY PERSON BEFORE THE CREATION OF THE COMMON INTEREST COMMUNITY, WILL BE:
 - (1) FREE FROM DEFECTIVE MATERIALS; AND
 - (2) CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAW, ACCORDING TO SOUND ENGINEERING AND CONSTRUCTION STANDARDS, AND IN A SKILLFUL AND WORKMANLIKE MANNER.
- (c) A DECLARANT AND A DEALER WARRANTS TO A PURCHASER OF A UNIT THAT MAY BE USED FOR RESIDENTIAL USE THAT AN EXISTING USE, CONTINUATION OF WHICH IS CONTEMPLATED BY THE PARTIES, DOES NOT VIOLATE APPLICABLE LAW AT THE EARLIER OF THE TIME OF CONVEYANCE OR DELIVERY OF POSSESSION.
- (d) WARRANTIES IMPOSED BY THIS SECTION MAY BE EXCLUDED OR MODIFIED UNDER AS 34.08.650.
- (e) FOR PURPOSES OF THIS SECTION, IMPROVEMENTS MADE OR CONTRACTED FOR BY AN AFFILIATE OF A DECLARANT ARE MADE OR CONTRACTED FOR BY THE DECLARANT.
- (f) A CONVEYANCE OF A UNIT TRANSFERS TO THE PURCHASER ALL OF THE DECLARANT'S IMPLIED WARRANTIES OF QUALITY.

Exclusion or Modification of Implied Warranties of Quality (Section 34.08.650):

- (a) EXCEPT AS LIMITED BY (B) OF THIS SECTION WITH RESPECT TO A PURCHASER OF A UNIT THAT MAY BE USED FOR RESIDENTIAL USE, IMPLIED WARRANTIES OF QUALITY
 - (1) MAY BE EXCLUDED OR MODIFIED BY WRITTEN AGREEMENT OF THE PARTIES; AND
 - (2) ARE EXCLUDED BY A WRITTEN EXPRESSION OF DISCLAIMER SUCH AS "AS IS," "WITH ALL FAULTS," OR OTHER LANGUAGE THAT IN COMMON UNDERSTANDING CALLS THE ATTENTION OF THE PURCHASER TO THE EXCLUSION OF WARRANTIES.
- (b) WITH RESPECT TO A PURCHASER OF A UNIT THAT MAY BE OCCUPIED FOR RESIDENTIAL USE, A GENERAL DISCLAIMER OF IMPLIED WARRANTIES OF QUALITY IS NOT EFFECTIVE, BUT A DECLARANT AND A DEALER MAY DISCLAIM LIABILITY IN AN INSTRUMENT SIGNED BY THE PURCHASER FOR A SPECIFIED DEFECT OR SPECIFIED FAILURE TO COMPLY WITH APPLICABLE LAW, IF THE DEFECT OR FAILURE ENTERED INTO AND BECAME A PART OF THE BASIS OF THE BARGAIN.

Statute of Limitations for Warranties (Section 34.08.660):

- (a) A JUDICIAL PROCEEDING FOR BREACH OF AN OBLIGATION ARISING UNDER AS 34.08.630 OR AS 34.08.640 MUST BE COMMENCED WITHIN SIX (6) YEARS AFTER THE CAUSE OF ACTION ACCRUES BUT THE PARTIES MAY AGREE TO REDUCE THE PERIOD OF LIMITATION TO NOT LESS THAN TWO (2) YEARS. IF THE UNIT MAY BE OCCUPIED FOR RESIDENTIAL USE, AN AGREEMENT TO REDUCE THE PERIOD OF LIMITATION MUST BE EVIDENCED BY A SEPARATE INSTRUMENT EXECUTED BY THE PURCHASER.
- (b) SUBJECT TO (c) OF THIS SECTION, A CAUSE OF ACTION FOR BREACH OF WARRANTY OF QUALITY, REGARDLESS OF THE PURCHASER'S LACK OF KNOWLEDGE OF THE BREACH ACCRUES:
 - (1) AS TO A UNIT, AT THE TIME THE PURCHASER TO WHOM THE WARRANTY IS FIRST MADE ENTERS INTO POSSESSION IF A POSSESSORY INTEREST WAS CONVEYED OR AT THE TIME OF ACCEPTANCE OF THE INSTRUMENT OF CONVEYANCE IF A NON-POSSESSORY INTEREST WAS CONVEYED; AND
 - (2) AS TO EACH COMMON ELEMENT, AT THE TIME THE COMMON ELEMENT IS COMPLETED OR, IF LATER, AS TO:
 - (A) A COMMON ELEMENT THAT MAY BE ADDED TO THE COMMON INTEREST COMMUNITY OR A PORTION OF THE COMMON INTEREST COMMUNITY, AT THE TIME THE FIRST UNIT IS CONVEYED TO A BONA FIDE PURCHASER; OR
 - (B) A COMMON ELEMENT WITHIN ANY OTHER PORTION OF THE COMMON INTEREST COMMUNITY, AT THE TIME THE FIRST UNIT IS CONVEYED TO A BONA FIDE PURCHASER.
- (c) IF A WARRANTY OF QUALITY EXPLICITLY EXTENDS TO FUTURE PERFORMANCE OR DURATION OF AN IMPROVEMENT OR COMPONENT OF THE COMMON INTEREST COMMUNITY, THE CAUSE OF ACTION ACCRUES AT THE TIME THE BREACH IS DISCOVERED OR AT THE END OF THE WARRANTY PERIOD, WHICHEVER IS EARLIER.

15. Buyer's Right to Cancel:

- a. Within fifteen (15) days after receipt of a Public Offering Statement a purchaser, before conveyance, may cancel any contract for purchase of a Lot from a declarant;
- b. If a declarant fails to provide a Public Offering Statement to a purchaser before conveying a Lot, that purchaser may recover from the declarant ten percent (10%) of the sales price of the Lot plus ten percent (10%) of the share, proportionate to the Common Expense liability of the Lot, of any indebtedness of the Association secured by Security Interest encumbering the Common Interest Community;
- c. A purchaser who receives the Public Offering Statement more than fifteen (15) days before signing a contract cannot cancel the contract.

16. **Purchase and Sale Agreement Deposits:** An earnest money deposit made in connection with the purchase of a Lot will be held in escrow until closing, with an institution whose accounts are insured by a governmental agency or instrumentality, and will be returned to the purchaser if the purchaser cancels the contract within fifteen (15) days after receipt of a Public Offering Statement. If the earnest money will be held by a listing or selling real estate agency, then the purchaser's copy of the earnest money agreement will contain the agent/broker's name and address and will specify where the deposit will be held.
17. **Restrictions on Use, Alienation or Occupancy:** The following use restrictions apply to all Lots and to the Common Elements:
- (a) *Single Family Use.* Each Lot is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. There shall be no more than two (2) residents per bedroom occupying a Dwelling on a Lot.
 - (b) *Home Occupations.* Except as set forth in Subsections (i) through (iii) below, home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted.
 - (i) *Daycares.* Home daycares are restricted to providing daycare for the immediate children of the Lot Owner, plus two (2) children from non-immediate family.
 - (ii) *Beauty Parlors.* Beauty parlors, hair salons, or similar aesthetic or cosmopolitan type businesses are prohibited.
 - (iii) *Bed and Breakfasts, Hotels, Motels.* No Lot may be used for bed and breakfast, transient, hotel or motel purposes.
 - (c) *Signs.*
 - (i) Except as provided in the Special Declarant Rights reserved in **Article VI** of the Declaration, and except as specifically permitted herein, no sign shall be displayed to the public view on any Lot.
 - (ii) Lot Owners may display one (1) sign, of not more than six (6) square feet in area, advertising a Lot for sale or rent.
 - (iii) Lot Owners may display one (1) sign, of not more than four (4) square feet in area, supporting a candidate for election.
 - (iv) The Association may maintain a sign or signs at the entrance of the Common Interest Community identifying the planned community.
 - (v) No permitted sign shall be nailed or affixed to trees.
 - (vi) Permitted signs shall comply with the current laws and regulations applicable to signs in the Common Interest Community.

- (d) *Antennae and Satellite Dishes.* Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae provided that compliance with these restrictions does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.
- (i) *Unacceptable Locations.* Except as otherwise provided herein, antennas and satellite dishes shall not encroach upon Common Elements, another Lot or any setbacks applicable to the Lot.
 - (ii) *Shielded from View.* Antennas and satellite dishes shall be located in a place shielded and or screened from the streets and screened from view to the public or from other Lots to the maximum extent possible.
 - (iii) *Wiring.* Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed antenna and satellite wiring on the exterior of the Dwelling. No loose or sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner.
 - (iv) *Color.* Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match the siding color of the Dwelling.
 - (v) *Safety and Non-Interference.* Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Lots.
 - (vi) *Maintenance.* Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.
- (e) *Vehicles.*
- (i) A "vehicle" includes, but is not limited to, an automobile, motorcycle, truck, trailer, boat, ATV, camper, recreational vehicle, snow machine or similar equipment.
 - (ii) Junk vehicles and inoperable vehicles shall not be parked or stored anywhere within the Common Interest Community except within an enclosed garage. A junk vehicle is 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 that are necessary for the legal operation of a vehicle. An inoperable vehicle is a vehicle which has remained inoperable for a period of sixty (60) consecutive days. Vehicles parked in violation of these restrictions may be towed by the Association.
 - (iii) All vehicles on any Lot must be licensed and/or registered in accordance with applicable law.
 - (iv) No vehicle shall be parked on a lawn or blocking any driveway or sidewalk.
 - (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 the garage or to a repair facility; or (2) repairs

- performed inside the garage.
- (vi) Motor bikes, motorcycles and automobiles shall have operable mufflers.
 - (vii) No vehicle shall be parked or placed in a public street for more than forty-eight (48) cumulative hours in any seven (7) day period.
 - (viii) No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be permitted within the Property.
 - (ix) No vehicle shall be covered in any manner with tarpaulins or other unsightly coverings as determined by the Executive Board in its sole discretion.
 - (x) Vehicular fuel storage is prohibited within the Property.
 - (xi) Vehicles may not be operated on any portion of the Common Elements other than within a public right of way.
- (f) *Pets.* Lot Owners may maintain pets in their Lots of the following types: domestic cats; domestic dogs; domestic birds (not poultry or fowl); gerbils, rodents, reptiles; and fish. No other animals may be kept on the Property.
- (i) Birds must be kept in bird cages within the Dwelling on the Lot. Gerbils, rodents, and reptiles must be kept in terrariums or cages within the Dwelling on the Lot.
 - (ii) No more than a total of two (2) dogs and two (2) cats are permitted per Lot.
 - (iii) No unreasonable quantity of pets shall be permitted.
 - (iv) Pets shall not be raised or bred for commercial purposes.
 - (v) Lot Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet.
 - (vi) Lot Owners shall be responsible for keeping their Lots, and Common Elements free and clear of pet feces. Lot Owners shall immediately remove their pet's feces from all areas of the Common Interest Community.
 - (vii) All pets shall be continuously under restraint and kept on a leash when on any portion of the Property except within a Lot.
 - (viii) Pets shall be licensed, vaccinated and maintained in accordance with Municipal law. No pet shall be left alone outside of a dwelling unless they are in a fenced yard.
 - (ix) Lot Owners shall contain and control their pets to the extent necessary to prevent their pet from creating or becoming a nuisance. Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the pet owner fails to honor such request, the Executive Board may remove the offending pet.

- (g) *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 the Common Interest Community, or which shall in any way interfere with the quiet enjoyment of other Lots. For purposes of this subsection, a nuisance shall include, but is not limited to, any wind turbine, wind tower, wind turbine generator or other wind energy system that causes or creates an unreasonable disturbance or noise so as to interfere with the rights, comfort, or convenience of one or more other Lot Owners.
- (h) *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 to adjacent Lots or to the public from the street, except when placed outside for collection the evening before or the day of garbage pick-up. No outside burning of trash or garbage is permitted.
- (i) *Storage of Materials.* "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.
 - (i) Any Materials stored on a Lot shall be stored in a safe and neat fashion, and shall not be visible from the street or from nearby Lots or Dwellings.
 - (ii) The storage of construction or building materials on a Lot, not being used in active construction of the Lot, is prohibited.
- (j) *Common Elements.* Lot Owners are prohibited from the following activities within the Common Elements:
 - (i) Disposing of lawn or yard waste.
 - (ii) Disposing of Garbage.
 - (iii) Disposal or storage of any Materials.
 - (iv) Disturbing the trees, shrubbery, or other natural vegetation.
 - (v) Creating trails without the prior written approval of the Executive Board.
 - (vi) Placing structures.
- (k) *Window Coverings.* No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.
- (l) *Drones.* A drone is defined as a powered aerial vehicle that flies autonomously or is remotely piloted. No Person may operate, cause, allow, or authorize the operation of a drone in the airspace above any portion of the Common Interest Community in such a way as to invade the privacy of the Lot Owners or their guests, whether equipped with a camera or otherwise. The Executive Board may, in its sole discretion, create Rules governing the use of drones in the Common Interest Community.

- (m) *Tarpaulin and Other Coverings.* Tarpaulin products constructed of any material and of any color are prohibited coverings for any item on a Lot in view of other Lots or from the street.
- (n) *Oil and Mineral Rights.* No oil drilling, oil development operations, oil refining, gravel pits, quarrying, or mining operations of any kind shall be permitted upon or in the 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 such properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property. This provision does not include gravel excavation during the period of the time the Property is undergoing development.
- (o) *Utility Lot.* Lot 22, Block 10 of Alpine View, which is labeled as "Utility Lot" on **Schedule A-3** to the Declaration, shall be used only for underground utility lines, pipes, wires, ducts, conduits, and other underground facilities that furnish utility and other services to Lots within the Common Interest Community. The Utility Lot shall otherwise be maintained by the Association as open space.
- (p) *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 in excess of six (6) months. Each lease will be filed with the Association, and written notice given of commencement and termination of possession. Each lease will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Lot Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Lot Owner who violates the restrictions of the Documents, provided the Lot Owner/landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Notice and Hearing. A copy of all written occupancy agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements.

NOTE: THERE ARE SPECIFIC CONSTRUCTION, ARCHITECTURAL AND DESIGN REQUIREMENTS CONTAINED IN THE DECLARATION. YOU MUST READ ARTICLE X OF THE DECLARATION FOR FULL DISCLOSURE, IN ADDITION TO THE ENTIRE DECLARATION.

- 18. Insurance Coverage:** The Association has obtained its own insurance policy, as evidenced by the Certificate of Liability Insurance included with this Public Offering Statement as **Attachment D**. The following is only a general description of the insurance policy that the Association has obtained. If there are any inconsistencies between the description in this Section and the insurance policy, then the insurance policy governs.

- a. Association Insurance – Liability Coverage.
 - i. *Each Occurrence Limit* - \$1,000,000.00
 - ii. *General Aggregate Limit* – \$2,000,000.00
 - iii. *Products – Completed Operations Aggregate Limit* – \$2,000,000.00
 - iv. *Personal and Advertising Injury Limit* - \$1,000,000.00
 - v. *Damage to Rented Premises Limit (Each Occurrence)-* \$300,000.00
 - vi. *Medical Expense Limit (Any One Person)* – \$10,000.00

***YOU MUST REVIEW THE ASSOCIATION POLICY FOR MORE INFORMATION REGARDING THE ASSOCIATION'S INSURANCE COVERAGE.**

*** THE ASSOCIATION DOES NOT CURRENTLY MAINTAIN A FIDELITY INSURANCE POLICY OR CRIME COVERAGE. THE DECLARANT ANTICIPATES THAT A FIDELITY INSURANCE POLICY OR CRIME COVERAGE WILL NOT BE MAINTAINED BY THE ASSOCIATION DURING THE PERIOD OF DECLARANT CONTROL (AS SET FORTH IN SECTION 7.6 OF THE DECLARATION).**

b. Lot Owner Suggested Insurance.

As of the Effective Date of this Public Offering Statement, the Association does not maintain a property insurance policy. The liability insurance policy maintained by the Association only applies to occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association

Accordingly, the Association's insurance policy does not provide property or liability coverage for the Lots or Improvements on the Lots. **This means that your Lot and any dwelling or other Improvements on the Lot are not covered by the insurance coverage maintained by the Association!**

A Lot Owner will not be insured against liability for accidents which occur within his or her Lot, or for accidents with respect to which liability does not arise out of or in connection with the use, ownership or maintenance of the Common Elements.

You should consult with your own agent and purchase an insurance policy to cover your exposures.

*See **Article XIX** of the Declaration for more details regarding Association insurance.

19. **Current or Expected Fees or Charges to be Paid By a Lot Owner for the Use of The Common Elements:** There are no current or expected fees to be paid by the Lot Owner for the use of the Common Elements.
20. **A Brief Narrative Description of Zoning and Other Land Use Requirements Affecting the Common Interest Community:** Land use within Alpine View is regulated by the Matanuska-Susitna Borough, but the property is not zoned. The Matanuska-Susitna Borough Code ("**Borough Code**") imposes certain minimum setback requirements for structures, and requires a conditional use permit for certain uses which are not otherwise permitted under the Declaration. Except where specifically provided otherwise by the Borough Code, no structure or building line shall be placed within 25 feet from a right-of-way, or nearer than 10 feet from any side or rear lot line.
21. **Unusual and Material Circumstances:** In addition to the unusual and material circumstances, features or characteristics of the Project disclosed elsewhere in this Public Offering Statement the following are noted:
 - a. Construction Noise. Normal noise associated with a construction site should be expected as Dwellings and other Improvements are constructed on the Lots. Additionally, Lot Owners should anticipate that there will be machinery, equipment, and contractor vehicles servicing the site during the period of construction.

- b. Design Restrictions. The Project shall be subject to construction, design and architectural restrictions. Please read **Article X** of the Declaration for further information.
- c. Water System. No individual well or water system shall be allowed on a Lot. A well, wellhouse and water system (collectively “**Water System**”) is located on Tract C, Alpine View Addition #1, according to the official plat thereof, filed under Plat No. 2020-3, Palmer Recording District, Third Judicial District, State of Alaska, as shown on **Schedule A-3** to the Declaration. Tract C of Alpine View Addition #1 is *not* owned by Declarant and is *not* in the Common Interest Community. Declarant covenants and agrees to supply water from the Water System to all Lots at a commercially reasonable rate.

Declarant reserves the right to sell, convey and/or assign the rights to the Water System. In the event that the Water System is sold or conveyed, or in the event the responsibilities for providing water service to the Lots are assigned to a private water company, the sale or assignment shall be subject to the covenant to provide water service for the benefit of the Lots in the Common Interest Community and shall bind the new owner and/or the assignee of the Water System, its heirs successors and assigns.

If Tract C is added to Alpine View, whether through the exercise of a Development Right or otherwise, it shall be used only for maintenance of the Water System and the provision of water service to the Lots, and shall otherwise be maintained by the Association as open space.

Declarant conveyed Tract C to Home Water LLC pursuant to Quitclaim Deed recorded September 15, 2021 as Serial No. 027241-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, pursuant to its reserved rights to sell, convey and/or assign the rights to the Water System.

- d. Airport Proximity. The Project is located in close proximity to Wolf Lake Airport and subject to aircraft noise. Wolf Lake Airport is a privately owned, publicly used airport located in Wasilla, Alaska. Present and future airport noise may be bothersome to users of the Property. Noise impacts may change over time by virtue of: greater number of aircraft departures and arrivals; louder aircraft; seasonal and time of day operational variations; changes in airport procedures; airport layout changes; and changes in a Lot Owner’s personal perceptions of the noise exposure and his/her sensitivity to aircraft noise.
- e. Adjacent Subdivision of Alpine View Phase 1. The Common Interest Community is located adjacent to a subdivision known as Alpine View Phase 1, according to the official plat thereof, filed under Plat No. 2007-129, Palmer Recording District, Third Judicial District, State of Alaska. The Common Interest Community is not a part of Alpine View Phase 1 subdivision. Accordingly, the property within Alpine View Phase 1 subdivision is not subject to the Declaration of Alpine View.
- f. Proximity to Marijuana Cultivation Facility. In January of 2019, the Matanuska-Susitna Borough Planning Commission approved a conditional use permit for the operation of a 10,069 square foot marijuana cultivation facility at 5650 North Cunningham Road, Palmer, Alaska, which is

located within approximately half a mile of the Property in Alpine View. See Matanuska-Susitna Borough Planning Commission Resolution No. 19-01. The Borough Code defines a "marijuana cultivation facility" as "an entity licensed to cultivate, prepare, package and sell marijuana to marijuana dispensaries, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers." See MSB 17.60.010. The Matanuska-Susitna Borough has determined that marijuana cultivation facilities are a public nuisance unless they are maintained under and in accordance with a lawfully issued permit.

Declarant makes no representations or guarantees that the marijuana cultivation facility will be maintained under and in accordance with a lawfully issued permit. Further, Declarant makes no representations or guarantees with respect to any adverse impacts that may be sustained in Alpine View as a result of its proximity to a marijuana cultivation facility.

- g. Proximity to Shooting Club. The Grouse Ridge Shotgun Shooting Club is located at 6967 E Tex-Al Drive, Wasilla, AK 99654, which is approximately one and a half miles away from the Property in Alpine View. Accordingly, the Property in Alpine View may be subject to increased noise from firearms. Declarant makes no representations or guarantees with respect to any adverse impacts that may be sustained in Alpine View as a result of its proximity to a shooting range.
- h. Tex-Al Drive Extension Project. In 2018, the Matanuska-Susitna Borough voters approved a bond package containing 10 road projects, with the caveat that a 50% match in project costs must be found before the bonds will be sold and the projects developed. One of the projects in the bond package is for an extension of Tex-Al Drive which would connect the west and east ends of Palmer-Fishhook Road and Wasilla-Fishhook Road.

Declarant makes no assurances as to whether Tex-Al Drive will be extended or when such extension may occur.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS OR HER SALES CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

SELWAY CORP


By: Jess Hall
Its: Vice President