

COMMITTEE REPORT  
SENATE

FURTHER:

4/2/84

Date 5/25/84

Mr. President

The Committee on FINANCE considered SB 464

revising the laws to horizontal property regimes and permitting the establishment of condominiums for mobile homes.

and (a majority of the committee) (the committee) reports it back with the following recommendations:

- do pass
- do pass with attached amendment(s)
- replace with/or adopt CS for SB 464 (FIN)
- new title
- same title and recommends Do Pass
- and attached a "LETTER OF INTENT"  NEW FISCAL NOTE
- reports it back without recommendation
- recommends referral to \_\_\_\_\_ Committee

MEMBERS SIGNING  
DO PASS

MEMBERS HAVING  
OTHER RECOMMENDATIONS

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Chairman

Chairman recommendation

Original sponsor: Halford

1 IN THE SENATE

BY THE FINANCE COMMITTEE

2 CS FOR SENATE BILL NO. 464 (Finance)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 THIRTEENTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act permitting the establishment of horizontal  
7 property regimes for mobile homes."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 \* Section 1. AS 34.07 is amended by adding a new section to read:

10 ARTICLE 8. MOBILE HOMES HORIZONTAL PROPERTY REGIME.

11 Sec. 34.07.500. MOBILE HOME HORIZONTAL PROPERTY REGIME. (a)

12 Notwithstanding the provisions of AS 34.07.010 - 34.07.460, a horizon-  
13 tal property regime for mobile homes may be established as an estate  
14 in real property consisting of an undivided interest in common in a  
15 portion of the real property together with a separate interest in  
16 space, the boundaries of which are described in a declaration filed by  
17 the sole owner or all of the owners of the property and which complies  
18 to the extent applicable with AS 34.07.020.

19 (b) The portion of the parcel of real property held in undivided  
20 interest may be all of the real property of an existing parcel except  
21 for the separate interests in space without regard to any three-  
22 dimensional aspects of the real property if the purpose of the hori-  
23 zontal property regime is the establishment of a horizontal property  
24 regime for mobile homes.

25 (c) Except to the extent that AS 34.07.010 - 34.07.460 is in-  
26 applicable to a horizontal property regime for mobile homes, the  
27 provisions of AS 34.07.010 - 34.07.460 apply to a horizontal property  
28 regime established for mobile homes.

4/12/1

The Judiciary Committee discussed Senate Bill 464 and decided to waive it with a further referral to the Finance Committee. However, the following amendment to the Labor & Commerce committee substitute was suggested for the Finance Committee's consideration:

Page 4, line 27: After the word "chapter" delete all language through "common" on line 28.

STATE OF ALASKA  
THE LEGISLATURE

FOUCH Y. STATE CAPITOL  
JUNEAU ALASKA 99811  
907-465 3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

May 24, 1984

SUBJECT: CSSB 464 (Finance) Mobile home condominiums  
TO: Senator John Sackett  
FROM: Richard A. Bradley  
Legislative Counsel *B*

Max Gifford has asked for a brief memorandum explaining the finance committee substitute for SB 464.

It tracks the bill as introduced.

It eliminates the clean-up of existing law proposed in CSSB 464 (L&C).

It provides simply that notwithstanding the use of the terminology ("apartments") within AS 34.07, a horizontal property regime (condominiums) may be established for mobile home parks.

If I may be of further assistance, please advise.

RAB:lmb  
L3/017

Original sponsor: Halford

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Original sponsor: Halford

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BY THE FINANCE COMMITTEE

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29

COMMITTEE REPORT

SENATE

FURTHER:

3/16/84

Date

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rec to fur  
w/amnd*

Mr. President

The Committee on JUDICIARY considered SB 464

permitting the establishment of horizontal property regimes for mobile homes.

and (a majority of the committee) (the committee) reports it back with the following recommendations:

- do pass
- to pass with attached amendment(s)
- replace with/or adopt CS for \_\_\_\_\_
- new title
- same title and recommends \_\_\_\_\_
- and attached a "LETTER OF INTENT"  NEW FISCAL NOTE
- reports it back without recommendation
- recommends referral to \_\_\_\_\_ Committee

MEMBERS SIGNING  
DO PASS

MEMBERS HAVING  
OTHER RECOMMENDATIONS

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Chairman

Chairman recommendation

COMMITTEE REPORT

SENATE

FURTHER: JUDICIARY

2/13/84

Date 3/15/84

Mr. President

The Committee on LABOR AND COMMERCE considered SB 464

permitting the establishment of horizontal property regimes for mobile homes.

and (a majority of the committee) (the committee) reports it back with the following recommendations:

do pass

do pass with attached amendment(s)

replace with/or adopt CS for SB 464 (L+C)

new title

same title and recommends \_\_\_\_\_

and attached a "LETTER OF INTENT"  NEW FISCAL NOTE

reports it back without recommendation

recommends referral to Finance Committee

MEMBERS SIGNING  
DO PASS

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MEMBERS HAVING  
OTHER RECOMMENDATIONS

no rec [Signature]  
B.S. [Signature]  
no rec Petrick [Signature]  
John Saitott - Sent to Finance Committee.  
No rec. [Signature]  
AHFC impact.

[Signature]  
Chairman

[Signature]  
Chairman recommendation

Offered: 3/16/84  
Referred: Judiciary

Original sponsor: Halford

BY THE LABOR AND  
COMMERCE COMMITTEE

1 IN THE SENATE

2

CS FOR SENATE BILL NO. 464 (L&C)

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

THIRTEENTH LEGISLATURE - SECOND SESSION

5

A BILL

6

For an Act entitled: "An Act revising the laws relating to horizontal  
7 property regimes and permitting the establishment of  
8 condominiums for mobile homes."

9

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

10

\* Section 1. AS 34.07.020 is amended to read:

11

Sec. 34.07.020. CONTENTS OF DECLARATION. The declaration must

12

[SHALL] contain

13

(1) the name of the condominium association;

14

(2) a legally sufficient description of the real estate

15

[LAND] on which the condominium is [BUILDING AND IMPROVEMENT ARE OR  
16 ARE] to be located;

17

(3) [(2)] a description of the boundaries of each unit

18

created by the declaration, and, if within a building, stating the  
19 number of stories and basements, the number of units [APARTMENTS] and  
20 the principal materials of which it is or is to be constructed;

21

(4) [(3)] the identifying [APARTMENT] number of each unit

22

[APARTMENT], and a statement of its location, approximate area or [,]  
23 number of rooms, and immediate common areas to which it has access,  
24 and any other information [DATA] necessary for its proper identifica-  
25 tion;

26

(5) [(4)] a description of the common areas and facili-

27

ties;

28

(6) [(5)] a description of the limited common areas and

29

facilities, if any, stating to which units [APARTMENT] their use is

1 reserved;

2 (7) [(6)] the value of the condominium [PROPERTY] and of  
3 each unit within the condominium [APARTMENT], and the percentage of  
4 undivided interest in the common areas and facilities appertaining to  
5 each unit [APARTMENT] and to its owner for all purposes, including  
6 voting;

7 (8) [(7)] a statement of the purposes for which the condo-  
8 minium [BUILDING] and each of the units [APARTMENTS] are intended and  
9 restricted as to their use;

10 (9) [(8)] the name of a person to receive service of pro-  
11 cess [IN THE CASES PROVIDED FOR IN THIS CHAPTER], together with the  
12 residence or business [THE] address of the person that [OF HIS RESI-  
13 DENCE OR HIS PLACE OF BUSINESS WHICH] shall be within the municipality  
14 [CITY] or recording district in which the condominium [BUILDING] is  
15 located;

16 (10) [(9)] a provision as to the percentage of votes by the  
17 unit [APARTMENT] owners that [WHICH] determines whether or not to  
18 rebuild, repair, restore, or sell the property in the event of the  
19 damage or the destruction of all or a part of the property;

20 (11) [(10)] a provision [AUTHORIZING AND] establishing  
21 procedures for the subdividing or combining of a unit or units [AN  
22 APARTMENT OR APARTMENTS], common areas and facilities or limited  
23 common areas and facilities, through the use of a metes and bounds  
24 description or otherwise;

25 (12) [(11)] a provision requiring the adoption of bylaws for  
26 the administration of the condominium and [PROPERTY OR] for other  
27 purposes not inconsistent with this chapter that [WHICH] may include a  
28 requirement that the property be administered by a board of directors  
29 elected from among the [APARTMENT] owners of the units, or by a

1 manager, or by a managing agent, or otherwise, and the procedures for  
2 the adoption and amendment of the bylaws;

3 (13) [(12)] any further details in connection with the  
4 property that [WHICH] the person executing the declaration may con-  
5 sider desirable and that are [TO SET OUT] consistent with this  
6 chapter;

7 (14) [(13)] the method by which the declaration may be  
8 amended, consistent with this chapter, except that not less than 60  
9 percent of the [APARTMENT] owners of the units may consent to any  
10 amendment; and

11 (15) [(14)] a reference, if applicable, to the file number  
12 of the floor plans of the building affected that [WHICH] are required  
13 to be filed simultaneously with the declaration under AS 34.07.030.

14 \* Sec. 2. AS 34.07.030 is amended to read:

15 Sec. 34.07.030. FILING OF SURVEY MAP AND FLOOR PLANS WITH VERI-  
16 FIED STATEMENT. There shall be filed simultaneously with the record-  
17 ing of the declaration in the recording district in which the property  
18 is located

19 (1) a survey map of the surface of the land submitted to  
20 the provisions of this chapter showing the location of any [THE]  
21 building on it;

22 (2) a set of the floor plans of the condominium, if appli-  
23 cable, [BUILDING] showing the layout, identifying [APARTMENT] numbers  
24 of the units and dimensions of the units [APARTMENTS] in sufficient  
25 detail to identify and locate each unit [APARTMENT] with certainty,  
26 stating the name of the building or that it has no name, and bearing  
27 the verified statement of a registered architect or registered profes-  
28 sional engineer certifying that it is an accurate copy of portions of  
29 the plans of the condominium [BUILDING] as filed with and approved by

1 the municipality [GOVERNMENTAL ENTITY] having jurisdiction over the  
2 approval of the plans or issuance of permits for the construction of  
3 the condominium [BUILDING,] or a statement that no approval or permit  
4 is required.

5 \* Sec. 3. AS 34.07.040(a) is amended to read:

6 (a) If the floor plans do not include a verified statement by a  
7 registered architect or registered professional engineer that the  
8 plans fully and accurately depict the layout, identifying [APARTMENT]  
9 numbers of the units, and dimensions of the units [APARTMENTS] as  
10 built, there shall be recorded before the first conveyance of a unit  
11 [AN APARTMENT] an amendment to the declaration to which shall be  
12 attached a verified statement of a registered architect certifying  
13 that the plans previously filed or being filed simultaneously with the  
14 amendment fully and accurately depict the layout, identifying the  
15 [APARTMENT] number of each unit and dimensions of the units  
16 [APARTMENTS] as built.

17 \* Sec. 4. AS 34.07.050 is amended to read:

18 Sec. 34.07.050. FORM OF [FLOOR] PLANS. The recording office  
19 shall prescribe the style, size, form, and quality of [FLOOR] plans  
20 filed under AS 34.07.030.

21 \* Sec. 5. AS 34.07.060 is amended to read:

22 Sec. 34.07.060. SURVEY MAP AND [FLOOR] PLANS SUBJECT TO STATE  
23 LAWS AND LOCAL ORDINANCES [LAWS]. The survey map and [FLOOR] plans  
24 are subject to [THE PROVISIONS OF] state laws and local ordinances  
25 [LAWS] relating to plats, planning and plans, subdivisions, and zon-  
26 ing, if the laws or ordinances are not inconsistent with [THE PURPOSES  
27 OF] this chapter and if the condominium [BUILDING] is or is to be  
28 located on real estate that [LAND WHICH] is not owned in common.

29 \* Sec. 6. AS 34.07.070 is amended to read:

1           Sec. 34.07.070. RECORDING OF INSTRUMENTS AFFECTING CONDOMINIUMS  
2           [HORIZONTAL PROPERTY REGIMES]. The declaration, an amendment to it,  
3           or any instrument by which a condominium [THE PROPERTY] may be removed  
4           from the application of this chapter and every instrument affecting a  
5           condominium or a unit within a condominium [THE PROPERTY OR AN APART-  
6           MENT] may be recorded.

7           \* Sec. 7. AS 34.07.080 is amended to read:

8           Sec. 34.07.080. CONDOMINIUM UNITS [APARTMENT] CLASSIFIED AS REAL  
9           PROPERTY. Each unit of a condominium [APARTMENT,] together with its  
10           undivided interest in the common areas and facilities is not consider-  
11           ed an intangible or a security or any interest in an intangible or a  
12           security [THEREIN] but for all purposes constitutes and is classified  
13           as real property under the provisions of this chapter.

14           \* Sec. 8. AS 34.07.090 is amended to read:

15           Sec. 34.07.090. CONDOMINIUM UNIT [APARTMENT] OWNERSHIP AND  
16           POSSESSION. Each [APARTMENT] owner of a unit within a condominium has  
17           [SHALL HAVE] exclusive ownership and possession of the unit [HIS  
18           APARTMENT,] but any unit [APARTMENT] may be owned by husband and wife  
19           as tenants by the entirety or may be commonly owned by more than one  
20           person.

21           \* Sec. 9. AS 34.07.100 is amended to read:

22           Sec. 34.07.100. SEPARATION OF UNIT [APARTMENT] OWNERSHIP FROM  
23           COMMON AREAS AND FACILITIES OWNERSHIP PROHIBITED. The percentage of  
24           the undivided interest in the common areas and facilities may [SHALL]  
25           not be separated from the unit within the condominium [APARTMENT] to  
26           which it appertains even though the interest is not expressly men-  
27           tioned or described in the conveyance or other instrument.

28           \* Sec. 10. AS 34.07.110 is amended to read:

29           Sec. 34.07.110. RELEASE OR PARTIAL RELEASE FROM ENCUMBRANCE

1 AFFECTING A UNIT [APARTMENT] WITH FIRST CONVEYANCE; PARTIAL WAIVER OF  
2 LIEN CLAIMS. (a) At the time of the first conveyance of a unit of a  
3 condominium [EACH APARTMENT], every mortgage, deed of trust, lien, or  
4 other encumbrance affecting the unit of the condominium [APARTMENT],  
5 including the percentage of undivided interest allocated to the unit  
6 [OF THE APARTMENT] in the common areas and facilities, shall be paid  
7 and satisfied of record [,] or the unit of the condominium [APARTMENT]  
8 being conveyed and its percentage of undivided interest in the common  
9 areas and facilities shall be released by a recorded partial release.

10 (b) A partial waiver of lien claims created under AS 34.35.050 -  
11 34.35.120 (mechanics liens) on unsold units of a condominium [APART-  
12 MENTS] may be obtained under [BY FOLLOWING THE PROCEDURES SPECIFIED  
13 IN] AS 34.35.119.

14 \* Sec. 11. AS 34.07.120 is amended to read:

15 Sec. 34.07.120. LIABILITY OF GRANTEE FOR UNPAID COMMON EXPENSES  
16 AT TIME OF CONVEYANCE. In a voluntary conveyance the grantee of a  
17 unit within a condominium [AN APARTMENT] is jointly and severally  
18 liable with the grantor for all unpaid assessments against the grantor  
19 [LATTER] for the [HIS] share of the grantor in the common expenses up  
20 to the time of the grantor's conveyance, without prejudice to the  
21 grantee's right to recover from the grantor the amounts paid on the  
22 assessments by the grantee.

23 \* Sec. 12. AS 34.07.130 is amended to read:

24 Sec. 34.07.130. PERSON OBTAINING POSSESSION UPON FORECLOSURE OF  
25 CONDOMINIUM UNIT [APARTMENT] NOT LIABLE FOR COMMON EXPENSES. If a  
26 mortgagee of a recorded mortgage or a trustee of a recorded deed of  
27 trust or other purchaser of a unit within a condominium [AN APARTMENT]  
28 obtains possession of the unit [APARTMENT] as a result of foreclosure  
29 of the mortgage or deed of trust, the possessor and the [, HIS]

1 successors and assigns of the possessor are not liable for the share  
2 of the common expenses or assessments by the association of unit  
3 [APARTMENT] owners chargeable to the unit that [APARTMENT WHICH]  
4 became due before [HIS] possession. The [THIS] unpaid share of common  
5 expenses or assessments is a common expense collectable from all of  
6 the unit [APARTMENT] owners including the possessor and the [ HIS]  
7 successors and assigns of the possessor.

8 \* Sec. 13. AS 34.07.140 is amended to read:

9 Sec. 34.07.140. GRANTEE ENTITLED TO STATEMENT OF UNPAID ASSES:-  
10 MENTS. A grantee is entitled to a statement from the manager or board  
11 of directors setting out the amount of the unpaid assessments against  
12 the grantor. The grantee is not liable for [,] nor is the unit  
13 [APARTMENT] conveyed subject to a lien for [,] any unpaid assessments  
14 against the grantor in excess of the amount contained in the  
15 statement.

16 \* Sec. 14. AS 34.07.150 is amended to read:

17 Sec. 34.07.150. CONTENTS OF [APARTMENT] DEED TO UNIT. A deed to  
18 a unit within a condominium must [AN APARTMENT DEED SHALL] include

19 (1) a description of the real estate [LAND] as required  
20 under [PROVIDED IN] AS 34.07.020 [,] or the post office address of the  
21 property [,] and, in either case, the date of recording of the  
22 declaration and its volume, page, and receiving number;

23 (2) the identifying [APARTMENT] number of the unit as stated  
24 [APARTMENT] in the declaration and any other information [DATA]  
25 necessary for its proper identification;

26 (3) a statement of the use for which the unit [APARTMENT] is  
27 intended and any restrictions on its use;

28 (4) the percentage of undivided interest appertaining to the  
29 unit and [APARTMENT,] the common areas and facilities and the limited

1 common areas and facilities appertaining to the unit [IT], if any; and

2 (5) any further details that [WHICH] the grantor and grantee may  
3 set out that are consistent with the declaration and with this  
4 chapter.

5 \* Sec. 15. AS 34.07.160 is amended to read:

6 Sec. 34.07.160. COMMON AREAS AND FACILITIES OWNERSHIP. (a)  
7 Each [APARTMENT] owner of a unit within a condominium has the common  
8 right to a share [,] with the other [APARTMENT] owners of units [,] in  
9 the common areas and facilities.

10 (b) Each [APARTMENT] owner of a unit within a condominium is  
11 entitled to an undivided interest in the common areas and facilities  
12 in the percentage expressed in the declaration. The percentage is  
13 computed by taking as a basis the value of the unit [APARTMENT] in  
14 relation to the value of the condominium [PROPERTY].

15 \* Sec. 16. AS 34.07.170 is amended to read:

16 Sec. 34.07.170. NONEXCLUSIVE EASEMENT TO USE COMMON AREAS AND  
17 FACILITIES. Each [APARTMENT] owner of a unit within a condominium has  
18 a nonexclusive easement for [,] and may use the common areas and  
19 facilities in accordance with the purpose for which they were intended  
20 without hindering or encroaching upon the lawful right of the other  
21 [APARTMENT] owners of units.

22 \* Sec. 17. AS 34.07.180 is amended to read:

23 Sec. 34.07.180. ALTERATION OF COMMON AREAS AND FACILITIES OWNER-  
24 SHIP. (a) The percentage of the undivided interest of each [APART-  
25 MENT] owner of a unit within a condominium in the common areas and  
26 facilities as expressed in the declaration may [SHAL'] not be altered  
27 except in accordance with procedures set out in the bylaws and by  
28 amending the declaration.

29 (b) The bylaws shall provide for a periodic reappraisal of the

1 units [APARTMENTS] and the common areas and facilities together with a  
2 recomputation, if required, of the percentage of the undivided inter-  
3 est of each [APARTMENT] owner of a unit in the common areas and  
4 facilities.

5 \* Sec. 18. AS 34.07.190 is amended to read:

6 Sec. 34.07.190. PARTITION OF COMMON AREAS AND FACILITIES OWNER-  
7 SHIP PROHIBITED. (a) The common areas and facilities within a condo-  
8 minium shall remain undivided and an [NO APARTMENT] owner of a unit  
9 within a condominium or other person may not bring an action for  
10 partition or division of any part of the common areas or facilities  
11 [.] unless the property has been removed from the application  
12 [PROVISIONS] of this chapter under [AS PRESCRIBED BY] AS 34.07.300 -  
13 34.07.340. Any covenant to the contrary is void.

14 (b) Nothing in this chapter limits the right of partition by a  
15 husband and wife owning as tenants by the entirety or by the owners in  
16 common of one or more of the units [APARTMENTS] as to the ownership of  
17 a unit or units within the condominium [THE APARTMENT OR APARTMENTS].

18 \* Sec. 19. AS 34.07.200(b) is amended to read:

19 (b) The association of unit [APARTMENT] owners has [HAVE] the  
20 irrevocable right that may [, TO] be exercised by the manager or board  
21 of directors [.] to have access to each unit within the condominium  
22 [APARTMENT] from time to time during reasonable hours as may be neces-  
23 sary for

24 (1) the maintenance, repair, or replacement of any of the  
25 common areas and facilities in it [.] or accessible from it; or

26 (2) making emergency repairs in the unit [APARTMENT] neces-  
27 sary to prevent damage to the common areas and facilities or to  
28 another unit [APARTMENT].

29 \* Sec. 20. AS 34.07.210 is amended to read:

1           Sec. 34.07.210. [APARTMENT] OWNER OF UNIT LIABLE FOR A [HIS]  
2 SHARE OF THE COMMON EXPENSES [OF COMMON AREAS AND FACILITIES]. An [NO  
3 APARTMENT] owner of a unit within a condominium may not seek exemption  
4 [EXEMPT HIMSELF] from liability for [HIS] contribution towards the  
5 common expenses of common areas or facilities by a [HIS] waiver of the  
6 use or enjoyment of any of the common areas and facilities within the  
7 condominium or by abandonment of the unit [HIS APARTMENT].

8 \* Sec. 21. AS 34.07.220 is amended to read:

9           Sec. 34.07.220. COLLECTION OF UNPAID COMMON EXPENSES FROM UNIT  
10 [APARTMENT] OWNER. A sum assessed by the association of unit [APART-  
11 MENT] owners but unpaid for the share of the common expenses charge-  
12 able to a unit [ANY APARTMENT] may be enforced by the manager or board  
13 of directors acting on behalf of the association of unit [APARTMENT]  
14 owners, [UPON FIRST OBTAINING THE APPROVAL OF A MAJORITY OF ALL APART-  
15 MENT OWNERS,] in the following manner:

16           (1) 10 [TEN] days' notice shall be given the delinquent  
17 [APARTMENT] owner of a unit stating that unless the assessment is paid  
18 within 10 [TEN] days any or all utility services will be immediately  
19 severed and shall remain severed until the assessment is paid; or

20           (2) by the lawful method of enforcement as may be provided  
21 in the declaration or bylaws.

22 \* Sec. 22. AS 34.07.230 is amended to read:

23           Sec. 34.07.230. UNPAID COMMON EXPENSE IS LIEN ON UNIT; [APART-  
24 MENT,] ORDER OF LIEN PRIORITY. A sum assessed by the association of  
25 unit [APARTMENT] owners but unpaid for the share of the common expen-  
26 ses chargeable to a unit within a condominium [AN APARTMENT]  
27 constitutes a lien on the unit [APARTMENT] prior to all other liens  
28 except for

29           (1) tax liens on the unit [APARTMENT] in favor of a

1            municipality [AN ASSESSING UNIT OR SPECIAL DISTRICT]; and  
2                            (2) sums unpaid on deeds of trust or mortgages of record.

3 \* Sec. 23. AS 34.07.240 is amended to read:

4            Sec. 34.07.240. COMMON EXPENSE LIEN FORECLOSURE. (a) A common  
5            expense lien established under [AS PROVIDED FOR IN] AS 34.07 230 of  
6            this chapter may be foreclosed in a civil action brought by the  
7            manager or board of directors [,] acting on behalf of the association  
8            of unit [APARTMENT] owners [,] in the same manner as a lien on [,] or  
9            mortgage of or a deed of trust of real property.

10            (b) In the event of a foreclosure under (a) of this section, the  
11            unit [APARTMENT] owner who holds over shall [BE REQUIRED TO] pay a  
12            reasonable rental for the unit [APARTMENT, IF PROVIDED FOR IN THE  
13            BYLAWS,] and the association of unit owners [PLAINTIFF IN THE FORECLO-  
14            SURE] may [APPOINT A RECEIVER TO] collect the rental [IT].

15            (c) The manager or board of directors, acting on behalf of the  
16            association of unit [APARTMENT] owners may, unless prohibited by the  
17            declaration, bid on the unit [IN THE APARTMENT] at the foreclosure  
18            sale [,] and may acquire and hold, lease, mortgage and convey the unit  
19            [APARTMENT].

20 \* Sec. 24. AS 34.07.260 is amended to read:

21            Sec. 34.07.260. CLAIMS [CAUSES OF ACTION RELATING] TO COMMON  
22            AREAS AND FACILITIES. (a) Without limiting the rights of an [APART-  
23            MENT] owner of a unit within a condominium, a claim [CAUSE OF ACTION]  
24            may be brought by the manager or board of directors, in [EITHER CASE  
25            IN] the discretion of the board of directors, on behalf of two or more  
26            [APARTMENT] owners of units within the condominium, as their respec-  
27            tive interests may appear, with respect to a claim [CAUSE OF ACTION]  
28            relating to the common areas and facilities of more than one unit  
29            [APARTMENT].

1 (b) A claim [CAUSE OF ACTION] relating to the common areas and  
2 facilities for damages arising out of tortious conduct shall be main-  
3 tained only against the association of unit [APARTMENT] owners and a  
4 judgment lien or other charge is a common expense. The judgment lien  
5 or charge is removed from a unit [AN APARTMENT] and its percentage of  
6 undivided interest in the common areas and facilities upon payment by  
7 the respective owner of the [HIS] proportionate share based on the  
8 percentage of undivided interest owned by the respective owner [HIM].

9 \* Sec. 25. AS 34.07.270 is amended to read:

10 Sec. 34.07.270. SERVICE OF PROCESS ON TWO OR MORE UNIT [APART-  
11 MENT] OWNERS. Service of process on two or more [APARTMENT] owners of  
12 units within a condominium in an action relating to the common areas  
13 and facilities of more than one unit [APARTMENT] may be made on the  
14 person designated in the declaration to receive service of process.

15 \* Sec. 26. AS 34.07.280(b) is amended to read:

16 (b) All books and records shall be kept in accordance with good  
17 accounting procedures and shall be audited at least once a year by an  
18 auditor who does not have an interest in the condominium [OUTSIDE OF  
19 THE ORGANIZATION].

20 \* Sec. 27. AS 34.07.290 is amended to read:

21 Sec. 34.07.290. EXAMINATION BY UNIT [APARTMENT] OWNER OF RE-  
22 CEIPTS AND EXPENDITURES. The receipts and expenditures records and  
23 vouchers authorizing payment for maintenance and repair of common  
24 areas and facilities required to be kept by AS 34.07.280 shall be  
25 available for examination by the [AN APARTMENT] owner of a unit within  
26 the condominium at convenient hours of weekdays.

27 \* Sec. 28. AS 34.07.300 is amended to read:

28 Sec. 34.07.300. DETERMINATION TO BE MADE BY UNIT [APARTMENT]  
29 OWNERS IF CONDOMINIUM [PROPERTY] DESTROYED. Except as otherwise

1 provided in a declaration or bylaws, if [IF] within 60 days of damage  
2 or destruction of all or part of the condominium [PROPERTY IT IS NOT  
3 DETERMINED BY] a majority of the [ALL APARTMENT] owners of units  
4 within the condominium have not decided to repair, reconstruct, or  
5 rebuild in accordance with the original plan [,] or [BY A UNANIMOUS  
6 VOTE OF] all unit [APARTMENT] owners have not decided to do otherwise,  
7 then

8 (1) the condominium [PROPERTY] shall be owned in common by  
9 the unit [APARTMENT] owners;

10 (2) the undivided interest in the condominium [PROPERTY]  
11 owned in common that [WHICH] appertains to each unit [APARTMENT] owner  
12 shall be the percentage of undivided interest previously owned by the  
13 owner [HIM] in the common areas and facilities; and

14 (3) mortgages, deeds of trust, or liens affecting any of  
15 the units [APARTMENTS] are transferred in accordance with the existing  
16 priorities to the percentage of the undivided interest of the [APART-  
17 MENT] owner of a unit in the condominium [PROPERTY].

18 \* Sec. 29. AS 34.07.310 is amended to read:

19 Sec. 34.07.310. ACTION FOR PARTITION IF UNIT [APARTMENT] OWNERS  
20 FAIL TO ACT UNDER AS 34.07.300 OF THIS CHAPTER. An action for parti-  
21 tion may be started by the [AN APARTMENT] owner of a unit within the  
22 condominium if the [APARTMENT] owners fail to act under AS 34.07.300  
23 within 60 days of [AFTER] the damage to or destruction of the  
24 condominium [PROPERTY].

25 \* Sec. 30. AS 34.07.320(b) is amended to read:

26 (b) The fund shall be divided into separate shares, one for each  
27 [APARTMENT] owner of a unit within the condominium in a percentage  
28 equal to the percentage of undivided interest that the owner [WHICH  
29 HE] has in the condominium [PROPERTY].

1 \* Sec. 31. AS. 34.07.320(c) is amended to read:

2 (c) After first paying out of the respective share of each  
3 [APARTMENT] owner of a unit, all mortgages, deeds of trust, and liens  
4 on the undivided interest in the condominium [PROPERTY] owned by the  
5 [APARTMENT] owner of a unit, the balance remaining in each share shall  
6 be distributed to each [APARTMENT] owner of a unit respectively.

7 \* Sec. 32. AS 34.07.330 is amended to read:

8 Sec. 34.07.330. REMOVAL OF CONDOMINIUM [PROPERTY] FROM THE  
9 PROVISIONS OF THIS CHAPTER. All of the [APARTMENT] owners of units  
10 within a condominium may remove the condominium [A PROPERTY] from the  
11 application [PROVISIONS] of this chapter by a recorded instrument to  
12 that effect if the mortgagees, trustees, and holders of all liens  
13 affecting any of the units within the condominium [APARTMENTS CONSENT  
14 OR] agree [, IN EITHER CASE] by a recorded instrument [,] that their  
15 mortgages, deeds of trust, and liens are transferred to the percentage  
16 of the undivided interest of the [APARTMENT] owner of a unit within  
17 the condominium under [IN THE PROPERTY AS PROVIDED IN] AS 34.07.340.

18 \* Sec. 33. AS 34.07.340 is amended to read:

19 Sec. 34.07.340. OWNERSHIP OF PROPERTY UPON REMOVAL FROM THE  
20 PROVISIONS OF THIS CHAPTER. (a) Upon removal of the property from  
21 the application [PROVISIONS] of this chapter, the property is owned in  
22 common by the [APARTMENT] owners of units within the former condo-  
23 minium.

24 (b) The undivided interest in the property owned in common that  
25 [WHICH] appertains to each [APARTMENT] owner of a unit within the  
26 former condominium is the percentage of the undivided interest  
27 previously owned by the owners in the common areas and facilities of  
28 the former condominium.

29 \* Sec. 34. AS 34.07.350 is amended to read:

1           Sec. 34.07.350. REMOVAL OF PROPERTY DOES NOT BAR SUBSEQUENT  
2 RESUBMISSION UNDER THIS CHAPTER. The removal of property from the  
3 application of this chapter under [PROVIDED FOR IN] AS 34.07.330 -  
4 34.07.340 does not bar the subsequent resubmission of the property to  
5 the provisions of this chapter.

6 \* Sec. 35. AS 34.07.360 is amended to read:

7           Sec. 34.07.360. STRICT COMPLIANCE WITH BYLAWS BY [APARTMENT]  
8 OWNER OF UNIT NECESSARY. Each [APARTMENT] owner of a unit within a  
9 condominium shall comply strictly with the bylaws and with [THE  
10 ADOPTED] administrative regulations [,] as either may be lawfully  
11 amended [FROM TO TIME,] and with the covenants, conditions and  
12 restrictions set out in the declaration or in the deed to the unit  
13 [HIS APARTMENT]. The failure by the owner of a unit within a  
14 condominium [FAILURE] to comply with bylaws, administrative  
15 regulations, covenants, conditions, or restrictions set out in the  
16 declaration or in the deed to the unit [ANY OF THE FOREGOING] is  
17 ground for an action to recover sums due for damages or injunctive  
18 relief [,] or both, maintainable by the manager or board of directors  
19 on behalf of the association of unit [APARTMENT] owners or by a  
20 particularly aggrieved [APARTMENT] owner of a unit.

21 \* Sec. 36. AS 34.07.370 is amended to read:

22           Sec. 34.07.370. UNANIMOUS CONSENT OF ALL UNIT [APARTMENT] OWNERS  
23 NEEDED FOR CERTAIN WORK ON INDIVIDUAL UNIT [APARTMENT]. An [NO APART-  
24 MENT] owner of a unit within a condominium may not do any work that  
25 [WHICH] will jeopardize the soundness or safety of the property,  
26 reduce its value, or impair any easement or hereditament without first  
27 obtaining the unanimous consent of all of the other [APARTMENT] owners  
28 of units within the condominium [BEING FIRST OBTAINED].

29 \* Sec. 37. AS 34.07.380 is amended to read:

1           Sec. 34.07.380. COMMON PROFITS AND EXPENSES SHARED BY [APART-  
2           MENT] OWNERS OF UNITS. The common profits of the condominium [PROP-  
3           ERTY] shall be distributed among and the common expenses shall be  
4           charged to the [APARTMENT] owners of units within the condominium  
5           according to the percentage of the undivided interest in the common  
6           areas and facilities.

7           \* Sec. 38. AS 34.07.390 is amended to read:

8           Sec. 34.07.390. PERSONS SUBJECT TO THIS CHAPTER. (a) The [AN  
9           APARTMENT] owner of a unit within a condominium, the [, HIS] tenant of  
10          the owner of a unit and [, OR] their employees, and [OR] any other  
11          person that may in any manner use the property of the condominium or  
12          any part of it under this chapter are subject to the provisions of  
13          this chapter [,] and to the declaration and bylaws of the association  
14          of unit [APARTMENT] owners adopted under this chapter.

15          (b) An agreement, decision, and determination made by the asso-  
16          ciation of unit [APARTMENT] owners under this chapter, the declaration  
17          or the bylaws and in accordance with the voting percentages estab-  
18          lished under this chapter, declaration, or the bylaws is binding on  
19          all [APARTMENT] owners of units within the condominium.

20          \* Sec. 39. AS 34.07.400(a) is amended to read:

21          (a) A manager or board of directors, if required by the declara-  
22          tion, bylaws, or by a majority of the [APARTMENT] owners of units  
23          within a condominium, or if requested by a mortgagee or trustee having  
24          a mortgage or a deed of trust of record covering a unit within the  
25          condominium [AN APARTMENT], shall obtain insurance for the condominium  
26          [PROPERTY] against loss or damage by fire and other hazards under the  
27          terms and amounts required or requested.

28          \* Sec. 40. AS 34.07.400(b) is amended to read:

29          (b) The insurance coverage shall be written on the condominium

1 [PROPERTY] in the name of the manager or of the board of directors of  
2 the association of unit [APARTMENT] owners, as trustee for each of the  
3 [APARTMENT] owners of units in the percentages established by the  
4 declaration or under a reappraisal of ownership interests under  
5 AS 34.07.180(b).

6 \* Sec. 41. AS 34.07.400(d) is amended to read:

7 (d) Provision of [FOR] insurance under this section does not  
8 prejudice the right of an [APARTMENT] owner of a unit within the  
9 condominium to insure the unit [HIS OWN APARTMENT] or the personal  
10 contents in it for the [HIS] benefit of the owner.

11 \* Sec. 42. AS 34.07.410 is amended to read:

12 Sec. 34.07.410. LIENS AGAINST PROPERTY, UNITS [APARTMENTS],  
13 COMMON AREAS, AND FACILITIES. (a) After the recording of the  
14 declaration under [AS PROVIDED IN] this chapter [,] and so long as  
15 [WHILE] the property remains subject to this chapter, no lien may  
16 [THEREAFTER] arise or be effective against the condominium [PROPERTY].  
17 During this period, liens or encumbrances may arise or be created only  
18 against each unit of the condominium [APARTMENT] and the percentage of  
19 undivided interest in the common areas and facilities appurtenant to  
20 the unit [APARTMENT] in the same manner and under the same conditions  
21 as liens or encumbrances may arise or be created upon or against any  
22 other separate parcel of real property subject to individual owner-  
23 ship. Labor [HOWEVER, NO LABOR] performed or materials furnished with  
24 the consent of or at the request of the owner of any unit [APARTMENT,]  
25 or the owner's agent, contractor, or subcontractor [,] may not be the  
26 basis for the filing of a lien against any other unit [APARTMENT] or  
27 any other property of any other [APARTMENT] owner of a unit not ex-  
28 pressly consenting to or requesting the labor or materials. Express  
29 [SAME. HOWEVER, EXPRESS] consent is considered to have been given by

1 an [APARTMENT] owner of a unit in the case of emergency repairs.

2 (b) Labor performed or materials furnished for the common areas  
3 and facilities, if authorized under [AS PROVIDED IN] this chapter,  
4 [OR] by the declaration or bylaws, [OR] by the association of unit  
5 [APARTMENT] owners, or by the manager or the board of directors [,] is  
6 considered to have been performed or furnished with the express con-  
7 sent of each [APARTMENT] owner of a unit within the condominium and  
8 may be the basis for the filing of a lien against each of the units  
9 [APARTMENTS] and is subject to [THE PROVISIONS OF] AS 34.07.420.

10 \* Sec. 43. AS 34.07.420 is amended to read:

11 Sec. 34.07.420. REMOVAL OF LIEN AGAINST TWO OR MORE UNITS  
12 [APARTMENTS]. (a) If a lien against two or more units within a  
13 condominium [APARTMENTS] becomes effective, the [APARTMENT] owners of  
14 the separate units [APARTMENTS] may remove their units [APARTMENTS]  
15 and the percentage of undivided interest in the common areas and  
16 facilities appurtenant to the units [APARTMENTS] from the lien by  
17 payment of the fractional or proportional amounts attributable to each  
18 of the units [APARTMENTS] affected. The individual payments are  
19 computed by reference to the percentage appearing on the declaration  
20 or under a reappraisal of ownership interests under AS 34.07.180(b).

21 (b) After payment, discharge, or satisfaction of the lien, the  
22 unit within the condominium [APARTMENT] and the percentage of undi-  
23 vided interest in the common areas and facilities appurtenant to it  
24 are free and clear of the liens paid, satisfied, or discharged. The  
25 partial payment, satisfaction, or discharge does not prevent the  
26 lienor from proceeding to enforce [HIS] rights against a unit within  
27 the condominium [ANY APARTMENT] and the percentage of undivided inter-  
28 est in the common areas and facilities appurtenant to it not paid,  
29 satisfied, or discharged.

1 \* Sec. 44. AS 34.07.430 is amended to read:

2 Sec. 34.07.430. ASSESSMENT AND TAXATION OF UNITS [APARTMENTS].  
3 (a) Each unit within a condominium together with [AN APARTMENT AND]  
4 its undivided interest in the common areas and facilities is [ARE] a  
5 parcel and [IT] is subject to separate assessments and taxation by a  
6 municipality [EACH ASSESSING UNIT] for all types of taxes authorized  
7 by law including special ad valorem levies and special assessments.  
8 The condominium and [NO BUILDING, PROPERTY, OR] any of the common  
9 areas and facilities may not be made the subject of a security inter-  
10 est or considered as a parcel for any purpose.

11 (b) Nothing in this chapter detracts from or limits the powers  
12 and duties of assessment and taxation by a municipality [ANY ASSESSING  
13 OR TAXING UNIT OR OFFICIAL] otherwise granted or imposed by law, [OR]  
14 regulation, or ordinance.

15 \* Sec. 45. AS 34.07.440 is amended to read:

16 Sec. 34.07.440. INTERPRETATION OF LOCAL ORDINANCES, RESOLUTIONS,  
17 OR ZONING LAWS. Local ordinances, resolutions, or laws relating to  
18 zoning shall be construed to treat like structures, lots, or parcels  
19 in like manner regardless of whether or not the ownership is divided  
20 by sale of units within a condominium [APARTMENTS] under this chapter  
21 rather than by lease of apartments.

22 \* Sec. 46. AS 34.07.450 is repealed and reenacted to read:

23 Sec. 34.07.450. DEFINITIONS. In this chapter

24 (1) "association of unit owners" means all of the owners of  
25 units within a condominium acting as a group in accordance with the  
26 bylaws and with the recorded declaration;

27 (2) "common areas and facilities" means all of the portions  
28 of the condominium other than the units;

29 (3) "common expenses" means expenditures made by or the

1 financial liabilities of the association of unit owners together with  
2 any allocations to reserves;

3 (4) "common interest community" means real estate with  
4 respect to which a person, by virtue of ownership of a unit, is obli-  
5 gated to pay for real estate taxes, insurance premiums, maintenance,  
6 or improvement of other real estate described in a declaration;

7 (5) "common profits" means the balance of all income,  
8 rents, profits and revenue from the common areas and facilities  
9 remaining after a deduction of the common expenses;

10 (6) "condominium" means a common interest community in  
11 which portions of real estate are designated for separate ownership  
12 and the remainder of the real estate is designated for common owner-  
13 ship solely by the owners of those portions;

14 (7) "declaration" means the instrument prepared under  
15 AS 34.07.020 by which the condominium is submitted to regulation under  
16 this chapter;

17 (8) "identifying number" means a symbol or address that  
18 identifies only one unit in a common interest community;

19 (9) "limited common areas and facilities" means a portion  
20 of the common areas and facilities allocated by the declaration and,  
21 if applicable, the bylaws for the exclusive use of more than one but  
22 fewer than all of the units;

23 (10) "majority" or "majority of unit owners" means the unit  
24 owners with 50 percent of the votes plus one vote in accordance with  
25 the percentages assigned in the recorded declaration to the apartments  
26 for voting purposes;

27 (11) "real estate"

28 (A) means any leasehold or other estate or interest  
29 in, over, or under land, including structures, fixtures, and

1 other improvements and interests that by custom, usage, or law  
2 pass with the conveyance of land though not described in the  
3 contract or sale or the instrument of conveyance;

4 (B) includes parcels with or without upper or lower  
5 boundaries and spaces that may be filled with air;

6 (12) "unit" means a physical portion of the property in a  
7 common interest community subject to this chapter that is designated  
8 for separate ownership or occupancy and the boundaries of which are  
9 described under AS 34.07.020;

10 (13) "unit owner" means the person or persons who own a unit  
11 within a common interest community created by a declaration filed  
12 under AS 34.07.020.

13 \* Sec. 47. AS 34.35.071(f) is amended to read:

14 (f) After recording a condominium declaration under AS 34.07.020  
15 [A: PROVIDED IN AS 34.07.010 - 34.07.460 (HORIZONTAL PROPERTY REGIMES  
16 ACT)], an owner may record a notice of completion under this section  
17 as to each unit [APARTMENT] after completion of the original  
18 construction of each unit of the condominium [APARTMENT].

19 \* Sec. 48. AS 34.35.119 is amended to read:

20 Sec. 34.35.119. WAIVER OF LIENS ON UNSOLD CONDOMINIUM UNITS  
21 [APARTMENTS]. (a) Liens created under AS 34.35.050 - 34.35.120  
22 arising out of original construction that [WHICH] becomes subject to  
23 AS 34.07.010 - 34.07.450 [THE HORIZONTAL PROPERTY REGIMES ACT  
24 (AS 34.07.010 - 34.07.460)] before the first sale of any portion of a  
25 condominium [THE PROPERTY] after commencement of construction are  
26 [SHALL BE] subject to the provisions of this section.

27 (b) Subject to (c) of this section, a claimant who claims a lien  
28 against an entire condominium [THE ENTIRE BUILDING] shall release that  
29 portion of the [HIS] lien claim that [WHICH] relates to a particular

1     unit of the condominium [APARTMENT] selected by the owner of the  
2     unsold condominium units [APARTMENTS] after the claimant receives a  
3     partial payment of the [HIS] lien claim that [WHICH] is equal to 115  
4     percent of the amount determined by:

5             (1) dividing the surface area of the common areas and  
6     facilities attendant to the condominium unit [APARTMENT] by the  
7     surface area of all common areas and facilities of the condominium  
8     [BUILDING]; and

9             (2) multiplying the result obtained in (1) of this  
10    subsection by the total amount of the claimant's lien claim.

11            (c) A lien claimant is not required to waive a portion of the  
12    [HIS] lien claim under this section unless the amount of indebtedness  
13    secured by a prior encumbrance against the condominium [BUILDING] held  
14    by a construction lender is also reduced by an amount calculated in  
15    the same manner as provided in (b) of this section.

16    \* Sec. 49. AS 34.07.460 is repealed.

Introduced: 2/13/84  
Referred: Labor and Commerce  
and Judiciary

1 IN THE SENATE

BY HALFORD

2

SENATE BILL NO. 464

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

THIRTEENTH LEGISLATURE - SECOND SESSION

5

A BILL

6 For an Act entitled: "An Act permitting the establishment of horizontal  
7 property regimes for mobile homes."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 \* Section 1. AS 34.07 is amended by adding a new section to read:

10 ARTICLE 8. MOBILE HOMES HORIZONTAL PROPERTY REGIME.

11 Sec. 34.07.500. MOBILE HOME HORIZONTAL PROPERTY REGIME. (a)

12 Notwithstanding the provisions of AS 34.07.010 - 34.07.460, a horizon-  
13 tal property regime for mobile homes may be established in an estate  
14 in real property consisting of an undivided interest in common in a  
15 portion of the real property together with a separate interest in  
16 space, the boundaries of which are described in a declaration filed by  
17 the sole owner or all of the owners of the property and which complies  
18 to the extent applicable with AS 34.07.020. The area within the  
19 boundaries may be filled with air or earth or a combination of air and  
20 earth and need not be physically attached to land except by easements  
21 of access and, if necessary, support.

22 (b) The portion of the parcel of real property held in undivided  
23 interest may be all of the real property of an existing parcel except  
24 for the separate interests in space without regard to any three-  
25 dimensional aspects of the real property if the purpose of the hori-  
26 zontal property regime is the establishment of a horizontal property  
27 regime for mobile homes.

28 (c) Except to the extent that AS 34.07.010 - 34.07.460 is in-  
29 applicable to a horizontal property regime for mobile homes, the

1 provisions of AS 34.07.010 - 34.07.460 apply to a horizontal property  
2 regime established for mobile homes.

11/21

The Judiciary Committee discussed Senate Bill 464 and decided to waive it with a further referral to the Finance Committee. However, the following amendment to the Labor & Commerce committee substitute was suggested for the Finance Committee's consideration:

Page 4, line 27: After the word "chapter" delete all language through "common" on line 28.