

of the State of Alaska or of the University of Alaska.

Sec. 4. This Act takes effect on the day

after its passage and approval or on the day it becomes law without such approval.

Approved April 9, 1963

CHAPTER 44

AN ACT

Relating to real property; providing for the creation of horizontal property regimes and their regulation.

(H.B. 223)

Be it enacted by the Legislature of the State of Alaska:

Section 1. AS 34 is amended by adding a new chapter to read:

Chapter 7. Horizontal Property Regimes Act.

Sec. 34.07.010. **This Chapter Applicable Only If Declaration Executed and Recorded.** This chapter is applicable only to property, the sole owner or all of the owners of which submit it to the horizontal property regime by executing and recording a declaration under secs. 150 - 160 of this chapter.

Sec. 34.07.020. **Apartment Classified as Real Property.** Each apartment, together with its undivided interest in the common areas and facilities, shall not be considered as an intangible or a security or any interest therein but shall for all purposes constitute and be classified as real property under the provisions of this chapter.

Sec. 34.07.030. **Apartment Ownership and Possession.** Each apartment owner shall be entitled to the exclusive ownership and possession of his apartment, but any apartment may be owned by husband and wife as tenants by the entirety or commonly owned by more than one person.

Sec. 34.07.040. **Common Areas and Facilities Ownership.** (a) Each apartment owner shall have the common right to a share, with other apartment owners, in the common areas and facilities.

(b) Each apartment owner shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the declaration. The percentage is computed by taking as a basis the value of the apartment in relation to the value of the property.

Sec. 34.07.050. **Alteration of Common Areas and Facilities Ownership.** (a) The percentage of the undivided interest of each apartment owner in the common areas and facilities as expressed in the declaration shall not be altered except in accordance with procedures set forth in the bylaws and by amending the declaration.

(b) The bylaws shall provide for a periodic reappraisal of the apartments and the common areas and facilities together with a recomputation, if required, of the percentage of the undivided interest of each apartment owner in the common areas and facilities.

Sec. 34.07.060. Separation of Apartment Ownership from Common Areas and Facilities Ownership Prohibited.

(a) The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains even though the interest is not expressly mentioned or described in the conveyance or other instrument.

(b) Nothing in this section or this chapter shall be construed to detract from or limit the powers and duties of any assessing or taxing unit or official which are otherwise granted or imposed by law or regulation.

Sec. 34.07.070. **Partition of Common Areas and Facilities Ownership Prohibit-**

ed. (a) The common areas and facilities shall remain undivided and no apartment owner or other person shall bring an action for partition or division of any part, unless the property has been removed from the provisions of secs. 270, 280, and 410 - 430 of this chapter. Any covenant to the contrary shall be void.

(b) Nothing in this chapter shall be construed as a limitation on the right of partition by a husband and wife owning as tenants by the entirety or by the owners in common of one or more of the apartments as to the ownership of the apartment or apartments.

Sec. 34.07.080. Nonexclusive Easement to Use Common Areas and Facilities. Each apartment owner has a non-exclusive easement for, and may use the common areas and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful right of the other apartment owners.

Sec. 34.07.090. Maintenance, Repair, and Replacement of Common Areas and Facilities. (a) The necessary work of maintenance, repair, and replacement of the common areas and facilities and the making of an addition or improvement shall be carried out only as provided in this chapter and in the bylaws.

(b) The association of apartment owners has the irrevocable right, to be exercised by the manager or board of directors, to have access to each apartment from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the common areas and facilities in it or accessible from it, or for making emergency repairs in the apartment necessary to prevent damage to the common areas and facilities or to another apartment.

Sec. 34.07.100. Strict Compliance with Bylaws by Apartment Owner Necessary. Each apartment owner shall comply strictly with the bylaws and with the adopted administrative regulations, as either may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in the declaration or in the deed to his apartment. Failure to comply with any of the foregoing is ground for an action to recover sums due for damages or in-

junctive relief, or both, maintainable by the manager or board of directors on behalf of the association of apartment owners or by a particularly aggrieved apartment owner.

Sec. 34.07.110. Unanimous Consent of All Apartment Owners Needed for Certain Work on Individual Apartment. No apartment owner may do any work which will jeopardize the soundness or safety of the property, reduce its value, or impair any easement or hereditament without in every case the unanimous consent of all of the other apartment owners being first obtained.

Sec. 34.07.120. Liens against Apartments, Common Areas, and Facilities.

(a) Subsequent to recording the declaration as provided in this chapter, and while the property remains subject to this chapter, no lien may thereafter arise or be effective against the property. During this period, liens or encumbrances may arise or be created only against each apartment and the percentage of undivided interest in the common areas and facilities appurtenant to the apartment in the same manner and under the same conditions in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership; except that no labor performed or materials furnished with the consent of or at the request of the owner of any apartment, or the owner's agent, contractor, or subcontractor, may be the basis for the filing of a lien against any other apartment or any other property of any other apartment owner not expressly consenting to or requesting the same. However, express consent is considered given by any apartment owner in the case of emergency repairs.

(b) Labor performed or materials furnished for the common areas and facilities, if authorized as provided in this chapter, by the association of apartment owners, the manager, board of directors, the declaration, or bylaws, is considered performed or furnished with the express consent of each apartment owner and may be the basis for the filing of a lien against each of the apartments and is subject to the provisions of sec. 130 of this chapter.

Sec. 34.07.130. Removal of Lien against Two or More Apartments. (a)

In the event a lien against two or more apartments becomes effective, the apartment owners of the separate apartments may remove their apartments and the percentage of undivided interest in the common areas and facilities appurtenant to the apartments from the lien by payment of the fractional or proportional amounts attributable to each of the apartments affected. The individual payments are computed by reference to the percentage appearing on the declaration.

(b) Subsequent to payment, discharge, or satisfaction, the apartment and the percentage of undivided interest in the common areas and facilities appurtenant to it are thereafter free and clear of the liens paid, satisfied, or discharged. The partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any apartment and the percentage of undivided interest in the common areas and facilities appurtenant to it not paid, satisfied, or discharged.

Sec. 34.07.140. Common Profits and Expenses Shared by Apartment Owners. The common profits of the property shall be distributed among and the common expenses shall be charged to the apartment owners according to the percentage of the undivided interest in the common areas and facilities.

Sec. 34.07.150. Contents of Declaration. The declaration shall contain the following:

(1) a description of the land on which the building and improvement are or are to be located;

(2) a description of the building, stating the number of stories and basements, the number of apartments and the principal materials of which it is or is to be constructed;

(3) the apartment number of each apartment, and a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and any other data necessary for its proper identification;

(4) a description of the common areas and facilities;

(5) a description of the limited common areas and facilities, if any, stating

to which apartment their use is reserved;

(6) the value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities appertaining to each apartment and its owner for all purposes, including voting;

(7) a statement of the purposes for which the building and each of the apartments are intended and restricted as to use;

(8) the name of a person to receive service of process in the cases provided for in this chapter, together with a residence or place of business of the person which shall be within the city or recording district in which the building is located;

(9) a provision as to the percentage of votes by the apartment owners which shall be determinative of whether to rebuild, repair, restore, or sell the property in event of damage or destruction of all or part of the property;

(10) a provision authorizing and establishing procedures for the subdividing or combining of any apartment or apartments, common areas and facilities, or limited common areas and facilities, which procedures may provide for the accomplishment thereof through means of a metes and bounds description;

(11) a provision requiring the adoption of bylaws for the administration of the property or for other purposes not inconsistent with this chapter, which may include whether administration of the property shall be by a board of directors elected from among the apartment owners, by a manager, or managing agent, or otherwise, and the procedures for their adoption and amendment;

(12) any further details in connection with the property which the person executing the declaration may deem desirable to set forth, consistent with this chapter; and

(13) the method by which the declaration may be amended, consistent with this chapter; except that not less than sixty per cent of the apartment owners may consent to any amendment.

Sec. 34.07.160. Recording of Declara-

tion. The declaration shall be recorded in the recording district in which the property is located.

Sec. 34.07.170. Filing of Survey Map, Floor Plans with Verified Statement by Architect or Engineer When Declaration Is Recorded. Simultaneously with the recording of the declaration there shall be filed in the recording district in which the property is located

(1) a survey map of the surface of the land submitted according to the provisions of this chapter showing the location of the building or buildings thereon;

(2) a set of the floor plans of the building or buildings showing the layout, apartment numbers and dimensions of the apartments in sufficient detail to identify and locate each apartment with certainty, stating the name of the building or that it has no name, and bearing the verified statement of a registered architect or registered professional engineer certifying that it is an accurate copy of portions of the plans of the building as filed with and approved by the governmental entity having jurisdiction over the approval or issuance of permits for the construction of the building, or a statement that no approval or permit is required.

Sec. 34.07.180 Amendment to Declaration in Lieu of Verified Statement by Architect or Engineer Regarding Floor Plans. (a) If the floor plans do not include a verified statement by a registered architect or registered professional engineer that the plans fully and accurately depict the layout, apartment numbers, and dimensions of the apartments as built, there shall be recorded before the first conveyance of an apartment an amendment to the declaration to which shall be attached a verified statement of a registered architect certifying that the plans previously filed or being filed simultaneously with the amendment, fully and accurately depict the layout, apartment numbers and dimensions of the apartment as built.

(b) The plans shall each contain a reference to the date of recording of the declaration and the volume, page, and receiving number of the recorded declaration.

Sec. 34.07.190. Record of Declaration

to Contain Floor Plans' File Number. The declaration recorded under sec. 160 of this chapter shall contain a reference to the file number of the floor plans of the building affected.

Sec. 34.07.200. Floor Plans Form Prescribed by Recording Office. The recording office shall prescribe the style, size, form, and quality of floor plans filed under sec. 170 of this chapter.

Sec. 34.07.210. Survey Map and Floor Plans Subject to State and Local Laws. The survey map and floor plans are subject to the provisions of state and local laws relating to plats, planning and plans, subdivisions, and zoning, if the laws are not inconsistent with the purposes of this chapter and if the building is or is to be located on land which is not owned in common.

Sec. 34.07.220. Interpretation of Local Ordinances, Resolutions, or Zoning Laws. Local ordinances, resolutions, or laws relating to zoning shall be construed to treat like structures, lots, or parcels in like manner regardless of whether or not the ownership is divided by sale of apartments under this chapter rather than by lease of apartments.

Sec. 34.07.230. Contents of Apartment Deed. An apartment deed shall include

(1) a description of the land as provided in sec. 150 of this chapter, or the post office address of the property, including in either case the date of recording of the declaration and the volume, page, and receiving number of the recorded declaration;

(2) the apartment number of the apartment in the declaration and any other data necessary for its proper identification;

(3) a statement of the use for which the apartment is intended and restrictions on its use;

(4) the percentage of undivided interest appertaining to the apartment, the common areas and facilities and limited common areas and facilities appertaining to it; and

(5) any further details which the grantor and grantee may set forth consistent with the declaration and with this chapter.

Sec. 34.07.240. Release or Partial Release from Encumbrance Affecting Apartment with First Conveyance. At the time of the first conveyance of each apartment, every mortgage, deed of trust, lien, or other encumbrance affecting the apartment, including the percentage of undivided interest of the apartment in the common areas and facilities, shall be paid and satisfied of record, or the apartment being conveyed and its percentage of undivided interest in the common areas and facilities shall be released by a recorded partial release.

Sec. 34.07.250. Recording of Instruments Affecting Horizontal Property Regimes. The declaration, an amendment to it, or any instrument by which the property may be removed from this chapter and every instrument affecting the property or an apartment may be recorded.

Sec. 34.07.260. Declaration or Amendment Must Be Recorded to Be Valid. No declaration or any amendment to it is valid unless recorded.

Sec. 34.07.270. Removal of Property from the Provisions of This Chapter. All of the apartment owners may remove a property from the provisions of this chapter by a recorded instrument to that effect if the mortgages, trustees, and holders of all liens affecting any of the apartments consent or agree, in either case by a recorded instrument, that their mortgages, deeds of trust, and liens are transferred to the percentage of the undivided interest of the apartment owner in the property as provided in sec. 280 of this chapter.

Sec. 34.07.280. Ownership of Property upon Removal from the Provisions of This Chapter. (a) Upon removal of the property from the provisions of this chapter, the property is owned in common by the apartment owners. (b) The undivided interest in the property owned in common which appertains to each apartment owner is the percentage of the undivided interest previously owned by the owners in the common areas and facilities.

Sec. 34.07.290. Removal of Property Does Not Bar Subsequent Resubmission under This Chapter. The removal provided for in secs. 270-280 of this chapter

does not bar the subsequent resubmission of the property to the provisions of this chapter.

Sec. 34.07.300. Receipts and Expenditures Records Affecting Common Areas and Facilities to Be Kept. (a) The manager or board of directors shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred.

(b) All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once a year by an auditor outside of the organization.

Sec. 34.07.310. Examination by Apartment Owner of Receipts and Expenditures Affecting Common Areas and Facilities. The receipts and expenditures records and vouchers authorizing payment for maintenance and repair of common areas and facilities provided in sec. 300 of this chapter shall be available for examination by an apartment owner at convenient hours of weekdays.

Sec. 34.07.320. Apartment Owner Liable for His Share of the Common Expenses of Common Areas and Facilities. No apartment owner may exempt himself from liability for his contribution towards the common expenses of common areas or facilities by his waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his apartment.

Sec. 34.07.330. Collection of Unpaid Common Expenses from Apartment Owner. A sum assessed by the association of apartment owners but unpaid for the share of the common expenses chargeable to any apartment may be enforced by the manager or board of directors acting on behalf of the apartment owners, upon first obtaining the approval of a majority of all apartment owners, in the following manner:

(1) ten days' notice shall be given the delinquent apartment owner stating that, unless the assessment is paid within ten days, any or all utility services will be severed and shall remain severed until assessment is paid; or

(2) by the lawful method of enforcement, judicial or extra-judicial, as may be provided in the declaration or bylaws.

Sec. 34.07.340. Unpaid Common Expense Is Lien on Apartment, Order of Lien Priority. A sum assessed by the association of apartment owners but unpaid for the share of the common expenses chargeable to an apartment constitutes a lien on the apartment before all other liens except

(1) tax liens on the apartment in favor of an assessing unit or special district and

(2) all sums unpaid on all deeds of trust or mortgages of record.

Sec. 34.07.350. Common Expense Lien Foreclosure. (a) A common expense lien as provided for in sec. 340 of this chapter may be foreclosed by suit by the manager or board of directors, acting on behalf of the apartment owners, in the same manner as a lien on, or mortgage or a deed of trust of real property.

(b) In the event of foreclosure, the apartment owner shall be required to pay a reasonable rental for the apartment, if provided for in the bylaws, and the plaintiff in the foreclosure may appoint a receiver to collect it.

(c) The manager or board of directors, acting on behalf of the apartment owners, may, unless prohibited by the declaration, bid in the apartment at the foreclosure sale, and may acquire and hold, lease, mortgage, and convey the apartment.

Sec. 34.07.360. Action to Recover a Judgment for Unpaid Common Expenses Does Not Waive Lien. An action to recover a judgment for unpaid common expenses is maintainable without foreclosing or waiving the lien securing the same.

34.07.370. Liability for Common Expenses of Person Obtaining Possession upon Foreclosure. If a mortgagee of a recorded mortgage or a trustee of a recorded deed of trust or other purchaser of an apartment obtains possession of the apartment as a result of foreclosure of the mortgage or deed of trust, such possessor, and his successors and assigns

shall not be liable for the share of the common expenses or assessments by the association of apartment owners chargeable to the apartment which became due prior to his possession. This unpaid share of common expenses or assessments is a common expense collectable from all of the apartment owners including the possessor and his successors and assigns.

Sec. 34.07.380. Liability of Grantee for Unpaid Common Expenses at Time of Conveyance. In a voluntary conveyance the grantee of an apartment is jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid on the assessments by the grantee.

Sec. 34.07.390. Grantee Entitled to Statement of Unpaid Assessments. A grantee is entitled to a statement from the manager or board of directors setting forth the amount of the unpaid assessments against the grantor. The grantee is not liable for, nor is the apartment conveyed subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth.

Sec. 34.07.400. Insurance of Property. (a) The manager or board of directors, if required by the declaration, bylaws, or by a majority of the apartment owners, or at the request of a mortgage or trustee having a mortgage or a deed of trust of record covering an apartment, shall obtain insurance for the property against loss or damage by fire and other hazards under the terms and amounts required or requested.

(b) The insurance coverage shall be written on the property in the name of the manager or of the board of directors of the association of apartment owners as trustee for each of the apartment owners in the percentages established by the declaration.

(c) Premiums for insurance coverage secured under (a) of this section are a common expense.

(d) Provision for insurance under this section does not prejudice the right of an apartment owner to insure his own apartment or the personal contents in

it for his benefit.

Sec. 34.07.410. Damage or Destruction of the Property. If within 60 days of the date of damage or destruction to all or part of the property it is not determined by a majority of all apartment owners to repair, reconstruct, or rebuild in accordance with the original plan, or by a unanimous vote of all apartment owners to do otherwise, then

(1) the property shall be owned in common by the apartment owners;

(2) the undivided interest in the property owned in common which appertains to each apartment owner shall be the percentage of undivided interest previously owned by the owner in the common areas and facilities; and

(3) mortgages, deeds of trust, or liens affecting any of the apartments are transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner in the property.

Sec. 34.07.420. Action for Partition in the Event Apartment Owners Fail to Act under Sec. 410 of This Chapter. An action for partition may be started by an apartment owner if the apartment owners fail to act under sec. 410 of this chapter after the damage or destruction of the property.

Sec. 34.07.430. Distribution of Funds from Partition Sale. (a) The net proceeds of a sale of the property conducted in an action for partition under sec. 420 of this chapter shall be considered as one fund.

(b) The fund shall be divided into separate shares, one for each apartment owner in a percentage equal to the percentage of undivided interest which he has in the property.

(c) After first paying out of the respective share of each apartment owner all mortgages, deeds of trust, and liens on the undivided interest in the property owned by the apartment owner, the balance remaining in each share shall be distributed to each apartment owner respectively.

Sec. 34.07.440. Causes of Action Relating to Common Areas and Facilities.

(a) Without limiting the rights of an

apartment owner, a cause of action may be brought as provided by law and by the rules of court by the manager or board of directors, in either case in the discretion of the board of directors, on behalf of two or more apartment owners, as their respective interests may appear, with respect to a cause of action relating to the common areas and facilities of more than one apartment.

(b) Service of process on two or more apartment owners in an action relating to the common areas and facilities of more than one apartment may be made on the person designated in the declaration to receive service of process.

(c) A cause of action relating to the common areas and facilities for damages arising out of tortious conduct shall be maintained only against the association of apartment owners, and a judgment lien or other charge is a common expense. The judgment lien or charge is removed from an apartment and its percentage of undivided interest in the common areas and facilities upon payment by the respective owner of his proportionate share based on the percentage of undivided interest owned by him.

Sec. 34.07.450. Assessment and Taxation of Apartments. An apartment and its undivided interest in the common areas and facilities are a parcel and it is subject to separate assessments and taxation by each assessing unit for all types of taxes authorized by law including but not limited to special ad valorem levies and special assessments. No building, property, or any of the common areas and facilities may be a security or a parcel for any purpose.

Sec. 34.07.460. Persons Subject to This Chapter. (a) An apartment owner, his tenant, or their employees, or any other person that may in any manner use the property or any part of it under this chapter are subject to the provisions of this chapter, and to the declaration and bylaws of the association of apartment owners adopted pursuant to this chapter.

(b) An agreement, decision, and determination made by the association of apartment owners under the provisions of this chapter, the declaration, or the bylaws and in accordance with the voting percentages established under this chapter, declaration, or the bylaws, is

binding on all apartment owners.

Sec. 34.07.470. **Definitions.** In this chapter, unless the context otherwise requires,

(1) "apartment" means a part of the property intended for any type of independent use, including one or more rooms or enclosed spaces located on one or more floors (or part or parts thereof) in a building, regardless of whether it is destined for a residence, an office, the operation of any industry or business, or for any other use not prohibited by law, and which has a direct exit to a public street or highway, or to a common area leading to such street or highway. The boundaries of an apartment are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the apartment includes both the portions of the building so described and the air space so encompassed. In interpreting declarations, deeds, and plans, the existing physical boundaries of the apartment as originally constructed or as reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, deed, or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown in the declaration, deed, or plan and those of apartments in the building;

(2) "apartment owner" means the person or persons owning an apartment, as herein defined, in fee simple absolute or qualified, or by way of a periodic estate, or in any other manner in which real property may be owned in this state, together with an undivided interest in a like estate of the common areas and facilities in the percentage specified and established in the declaration as duly recorded or as it may be amended;

(3) "apartment number" means the number, letter, or a combination of them, designating the apartment in the declaration as recorded or as it may be amended;

(4) "association of apartment owners" means all of the apartment owners acting as a group in accordance with the bylaws and with the declaration as it is recorded or as they may be amended;

(5) "building" means a building containing two or more apartments, or two or more buildings each containing two or more apartments, and comprising a part of the property;

(6) "common areas and facilities" unless otherwise provided in the declaration as recorded or as it may be amended, includes (A) the land on which the building is located; (B) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of the building; (C) the basements, yards, gardens, parking areas and storage spaces; (D) the premises for the lodging of janitors or or persons in charge of the property; (E) the installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; (F) the elevators, tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use; (G) the community and commercial facilities as provided for in the declaration as recorded or as it may be amended; (H) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use;

(7) "common expenses" includes (A) all sums lawfully assessed against the apartment owners by the association of apartment owners; (B) expenses of administration, maintenance, repair, or replacement of the common areas and facilities; (C) expenses agreed upon as common expenses by the association of apartment owners; (D) expenses declared common expenses by the provisions of this chapter, or by the declaration as it is recorded, or by the bylaws, or as they may be amended;

(8) "common profits" means the balance of all income, rents, profits, and revenues from the common areas and facilities remaining after the deduction of the common expenses;

(9) "declaration" means the instrument by which the property is submitted to provisions of this chapter and as it may be from time to time amended;

(10) "land" means the material of the earth, whatever may be the ingredients of which it is composed, whether

soil, rock, or other substance, and includes free or occupied space for an indefinite distance upwards as well as downwards, subject to limitations upon the use of airspace imposed, and rights in the use of the airspace granted by the laws of this state or of the United States;

(11) "limited common areas and facilities" includes those common areas and facilities designated in the declaration, as it is recorded or as it may be amended, as reserved for use of a certain apartment or apartments to the exclusion of the other apartments;

(12) "majority" or "majority of apartment owners" means the apartment owners with 51 per cent or more of the votes in accordance with the percentages assigned in the declaration, as

recorded or as it may be amended, to the apartments for voting purposes;

(13) "property" means the land, the building, all improvements and structures thereon, all owned in fee simple absolute or qualified, or by way of a periodic estate, or in any other manner in which real property may be owned in this state, and all easements, rights, and appurtenances belonging thereto, none of which shall be considered as a security or security interest, and all articles of personalty intended for use in connection therewith, which have been or are intended to be submitted to the provisions of this chapter.

Sec. 34.07.480. **Short Title.** This chapter may be cited as the Horizontal Property Regimes Act.

Approved April 9, 1963

CHAPTER 45

AN ACT

Relating to the residency requirements for admission to the Alaska Bar.

(H.B. 101)

Be it enacted by the Legislature of the State of Alaska:

Section 1. AS 08.08.130(3) is amended to read:

(3) has been a resident of the state for at least 60 days before the date of

application for admission by examination or by reciprocity, and the date for the examination for admission or the date for certification by the board that the person be admitted by reciprocity shall be at least 90 days after the application is made;

Approved April 9, 1963

CHAPTER 46

AN ACT

Permitting authorized deductions from the wages of state employees for the purchase of United States savings bonds.

(S.B. 173)

Be it enacted by the Legislature of the State of Alaska:

Section 1. AS 39 is amended by adding a new chapter to read:

Chapter 45. United States Savings

Bonds Purchase Plan for State Employees.

Sec. 39.45.010. **Authorization.** An employee of the state may give written authorization to permit his employer to