

BYLAWS  
OF  
WHITTIER MANOR CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
HORIZONTAL PROPERTY REGIME AND  
APPLICABILITY OF BYLAWS

Section 1. Bylaws' Purposes. These Bylaws of the Whittier Manor Condominium Association, Inc., hereinafter the "Association," are adopted for the purpose of providing for the operation of the Association and of that certain horizontal property regime created by Declaration Submitting Real Property to Horizontal Property Regime pertaining to the following described property:

A leasehold estate on the following described land:

A tract of land lying within The Alaska Railroad Terminal Reserve at Whittier, Alaska, reserved by Public Land Orders No. 396 of August 19, 1947, and No. 787 of January 10, 1952, near The Alaska Railroad passenger depot and adjacent to the northerly boundary line of the Whittier Townsite as amended, and described as follows:

Beginning at a point on the line between Corners Nos. 8 and 9 of U. S. Survey No. 2559, Whittier Townsite, which bears S. 34° 21' E., 200.00 feet from the center line of the main track, Passage Canal Connection at engineers' survey station minus (10 plus 96.34). From the point of beginning Corner No. 8 of U. S. Survey No. 2559 bears N. 55° 39' E., 100.00 feet. From the point of beginning, thence N. 34° 21' W., 100.00 feet; thence S. 55° 39' W., 510.74 feet parallel to and 100.00 feet from the center line of the main track; thence S. 34° 21' E., 115.00 feet; thence N. 55° 39' E., 510.74 feet; thence N. 34° 21' W., 15.00 feet to the point of beginning, containing an area of 58,735 square feet more or less, hereinafter the "Land". Together with that certain building situated upon the Land commonly known as Whittier Manor and referred to herein as the Condominium Building.

Section 2. Applicability of Bylaws. These Bylaws govern the conduct of the Association's business and the operation of the horizontal property regime described in Section 1 of this Article. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE II

### OFFICE LOCATION

Section 1. Principal Office. The principal office of the Association shall be located in Whittier, Alaska.

Section 2. Other Offices. Other offices for the transaction of business shall be located at such other places within the State of Alaska as the Board may from time to time determine.

## ARTICLE III

### DEFINITIONS

Section 1. Terms Defined. In these Bylaws the following terms shall have the meanings shown in this section:

A. "Unit" means an individual airspace, and is identical to "Apartment" as defined in AS 34.07, except as herein otherwise defined. The boundary lines of each unit are (except as otherwise herein defined) the interior unfinished surface (exclusive of paint, paper, wax, tile, enamel or other furnishings) of its perimeter walls, floors, ceilings, windows, and doors, as shown on the survey maps and floor plans referred to above; and a unit includes both the portions of a building so described and the airspace so encompassed, and includes all fixtures, improvements and partitions therein contained. Main or bearing walls, roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the exterior perimeters of a Unit, and columns and girders to the unfinished surface thereof, all regardless of location are not part of a Unit except as may be otherwise provided in Article 5 of the Declaration.

B. "Condominium Unit" means a Unit, together with an undivided interest in the Common Area as set forth in Article 5 of the Declaration.

C. "Condominium Building" means the building constructed on the Land which is commonly known as Whittier Manor.

D. "Owner" means any person, group of persons, or entity having record title to a Condominium Unit within the Project, except those holding title for security purposes only.

E. "Project" means the "Property" as defined in AS 34.07.450 (13).

F. "Common Area" means the Common Area as set forth in Article 5 of the Declaration.

G. "Mortgage" and "Deed of Trust" are equivalent, and one such term shall, where the sense requires, also mean the other, both meaning a real property security interest in one or more Condominium Units contained in the Project. "Mortgagor", "Mortgagee" and "Holder" shall be deemed the equivalent of trustor, beneficiary, and holder of the beneficial interest under a Deed of Trust, respectively.

H. "Institutional Holder" means any bank, savings and loan association, credit union, corporation, mortgage company, insurance company, or federal or state agency having a Holder's interest which is of record in a Condominium Unit.

I. "Association" means the Whittier Manor Condominium Association, Inc., an Alaska non-profit corporation.

J. "Board" means the Board of Directors of the Association.

K. "Member" means an Owner in his capacity as a member of the Association.

L. "Bylaws" means the bylaws of the Association.

#### ARTICLE IV

##### MEMBERSHIP

Section 1. Classes of Membership. There is one class of membership in the Association.

Section 2. Membership. All owners of Units in the Project constitute the members of the Association. Any person, firm, corporation, trust, or other legal entity or a combination thereof upon acquiring record ownership of a Unit shall automatically become a member of the Association and shall remain a member of the Association and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason; provided, however, that an agreement of sale or a lease of any Unit filed with the Board may provide that the purchaser or the lessee of such Unit shall be treated as the owner thereof and as a member of the Association to such extent and for such purposes as stated therein. The ownership of a Unit shall be determined according to the records of the Whittier Recording District.

Section 3. Annual meeting. The first annual meeting of the Members shall be called by the Board upon 10 days written notice not later than 120 days after the

recording of the Declaration. Thereafter, an annual meeting of the unit owners shall be held at 7 P.M. on the third Saturday in July of each year for the purpose of electing members of the Board and such other business as may come before the meeting, providing such day is not a legal holiday; otherwise such meeting shall be held on the next business day thereafter.

Section 4. Special meetings. Special meetings may be held at any time upon the call of the President, or upon the call of any 15 Members.

Section 5. Notice of meetings. Written notice of the time, place and purpose of every meeting of the Association, stating whether it is an annual meeting or special meeting, and the authority for the call of the meeting, shall be given by the Secretary or the person or persons calling the meeting at least ten (10) days before the date set for such meeting. Notice shall be given to each Member in any of the following ways: (a) by leaving it with the Member personally, (b) by leaving it at the Member's residence or usual place of business, or (c) by mailing it, postage prepaid, addressed to the Member at his address as it appears on the records of the Association. Each Member is responsible for providing the Secretary with his current address. If notice is given pursuant to this section, the failure of any Member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Written request for notices mailed to the Secretary of the Association by certified mail, return receipt requested, entitles a Holder of a first Mortgage on all or any portion of the Project requesting notice to receive all notices sent to the Members after receipt of the request, until the request is withdrawn or the Mortgage is discharged of record. All Holders of first Mortgages known to the Association shall receive notice of all meetings and are entitled to attend (by agent, employee, or other designee) all meetings,

Section 6. Quorum. Except as otherwise provided in these Bylaws or by law, the presence in person or by proxy of Members having 51% of the total voting rights of the Membership shall constitute a quorum at any meeting of the Association. The vote of a majority of those present at a meeting at which a quorum is present is valid and binds the Association, except as otherwise provided by law, the Declaration or these Bylaws. Any number of Members present at a duly called meeting which lacks a quorum may adjourn the meeting to a time and place at which a quorum is expected to be present, without notice other than an announcement at the meeting. At any reconvening of the adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting originally called, unless another meeting duly called for the same purposes has occurred during the interim.

Section 7. Voting. Every member of the Association, in person or by proxy, is entitled at all meetings of the Association to a vote equivalent to his total percentage interest in the Common Area. Co-owners or joint owners of Units shall be treated as one Member. Any proxy given by a Member to another person to represent him at one or more

meetings of the Association shall be in writing, signed by the Member or if a Unit is jointly owned, then by all joint owners, or if such Member is a corporation, by the proper officers thereof, and shall be filed with the Secretary; and unless limited by its terms, a proxy shall continue eleven (11) months or until revoked in writing. A fiduciary (executor, administrator, guardian, or trustee) may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such a capacity, whether or not the Unit has been transferred to him by a recorded conveyance; in the absence of a recorded conveyance the fiduciary shall satisfy the Secretary that he holds the Unit in that capacity. Whenever any Unit is owned by two or more jointly, the vote therefor may be exercised by any one of the owners present in the absence of protest by the other or others. However, if the vote of an Owner has been pledged by mortgage, deed of trust, or agreement of sale, an executed copy of which is on file with the Board, only the vote of the pledgee will be recognized as to those matters upon which the Owner's vote was pledged.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Number and qualification. The Project and the affairs of the Association shall be managed by a Board. It shall be of seven (7) persons. Each Director shall be a Member of the Association; however, if an Owner is not a natural person or persons, then officers, shareholders, directors, partner, beneficiaries, individual trustees, or managers of such owning entity, are eligible to serve as a member of the Board.

Section 2. Powers and duties. The Board shall have the powers and duties necessary for the management of the affairs of the Association and the Project, and may do all such acts and things as are not by law, the Declaration or these Bylaws directed to be exercised and done by the Members.

Section 3. Specific duties. In addition to duties imposed by these Bylaws or by resolutions adopted by the Members of the Association, the Board shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Common Area;
- (b) Collection of monthly charges, assessments and contributions from the Members; and
- (c) Hiring and firing a contractor or personnel necessary for the maintenance and operation of the Common Area.

Section 4. Election and Term of Office. At their first annual meeting the Members shall by a vote of a majority of those present elect the Board, who shall serve until the next annual meeting. Vacancies on the Board shall be temporarily filled by persons chosen by the remaining members

of the Board; but the person appointed shall only serve until a successor is elected at the next annual meeting of the members. A vacancy on the Board shall be considered to exist whenever a Director resigns, or fails to participate in the affairs of the Association to the extent of missing three consecutive meetings of the Board without being excused by the other directors. Whenever a vacancy in the Board occurs by reason of resignation, the Members shall be notified by the remaining directors of their choice for the person to fill the unexpired term. Whenever the vacancy occurs by reason of non-participation, the Members shall be notified at least ten (10) days prior to the filling of the vacancy by the Board of Directors.

Section 5. Removal of directors. At any regular meeting or special meeting duly called, any one or more of the directors may be removed with or without cause by the affirmative vote of a majority of the Members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting, and no removal is effective until the successor is elected.

Section 6. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board before the services are undertaken. A director cannot be an employee of the Association.

Section 7. Meetings and Notice. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Members, without any notice other than this Bylaw. Other regular meetings of the Board may be called and conducted according to procedural rules which the Board adopts. Notice of regular and special meetings of the Board shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three days prior to the day named for such meetings. Special meetings of the Board may be called by the President on three days' notice to each director stating the time, place, and purpose of the meeting. Special meetings may be called in like manner on like notice by any three directors.

Section 8. Waiver of notice. At any time any director may in writing waive notice of any meeting of the Board, and such waiver is equivalent to receiving notice. A director's presence at any meeting of the Board is a waiver of notice of the meeting. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted. Any action which might be taken by the Board at a meeting may be taken without a meeting if a written consent setting forth the action taken is signed by all Directors.

Section 9. Board of Directors' Quorum. A quorum for the transaction of business at any meeting of the Board shall consist of a majority of the directors. A majority of a quorum at a meeting may act for the Board. If any meeting

Board may employ an experienced management agent, hereinafter "Manager," at the compensation established by the Board, to perform such duties and services as the Board shall authorize. All employment agreements for the Manager shall be in writing and shall contain provisions giving effect to the following:

A. The agreement shall be terminable with or without cause by the giving of not less than thirty (30) days written notice by the Board. Such termination must be possible without the payment of any charge in the nature of a termination fee.

B. The term of any such agreement may not exceed one year, although it may be renewable by the parties for successive one-year terms.

C. A bond shall be required for each Manager's employee who handles funds of the Association. The bond shall meet the requirements for bonds set forth in Section 10 of Article IV.

The Board may employ and/or authorize the Manager to employ other employees or agents to perform such duties at such salaries as the Board may establish.

## ARTICLE VII

### OFFICERS

Section 1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the regular meeting of the Board held after each annual membership meeting, and shall hold office at the pleasure of the Board until the election of a successor, or until death or removal.

Section 3. Removal of Officers. Any officer may be removed by the Board either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4. President. The President is the chief executive officer of the Association. He presides at all meetings of the Association and of the Board. He has all of the general powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. In the absence of the President or in the event of his death, inability or refusal

to act, the Vice President shall perform the duties of the President, and when so acting, has all the powers of and is subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. Treasurer. The Treasurer has the responsibility for Association funds and securities and is responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.

Section 7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board and of the Association; shall give all notices as provided by these Bylaws, and has such other powers and duties incidental to the office of Secretary as are given him by these Bylaws or assigned to him by the directors. If the Secretary is not present at any meeting, the presiding officer shall appoint a secretary pro tempore, who shall keep the minutes of such meeting.

Section 8. Auditor. The Association may, at any meeting, appoint some certified public accountant or firm or corporation of certified public accountants engaged in the business of auditing to act as auditor of the Association, and to perform such audits and fiscal duties as may be required of him by the Association; no person, firm or corporation shall be appointed auditor if he or any person associated with him is a Member.

#### ARTICLE VIII

#### OBLIGATIONS OF THE OWNERS, THE ASSOCIATION AND THE BOARD

Section 1. Expenses, Assessments. Every Owner shall contribute toward the common expenses. Each year, on or before thirty (30) days after the annual meeting provided for in Article IV, Section 3, the Board shall estimate the annual budget of these common expenses (the "annual budget"), including but not limited to the total amount required for the cost of wages, taxes, materials, insurance, services, utilities properly billed or charged to the Association, supplies, and other costs of operation and maintenance, which will be required during the ensuing fiscal year, together with an amount for repayment of loans, reserves for contingencies, reserves for repair of the Common Area and such other expenses as the Board may deem proper. Not more than ten (10) days thereafter, the Board shall notify each Owner in writing as to the amount of such estimated annual budget with a reasonable itemization thereof. The annual budget shall be assessed to the Owners pro rata according to each Owner's percentage interest in the Common Area as set forth in the Declaration, or as the Declaration may be amended. Each Owner of each Unit shall be billed for the Unit's annual assessment, which is payable in twelve equal



monthly "charges". As collected, the funds shall be allocated and segregated into a Capital Reserve Fund for the repair of the Common Area and a Working Capital Fund to cover the anticipated operating expenses and any necessary loan repayment, and an Insurance Reserve Fund.

In estimating the assessment required for reserves for contingencies and reserves for repairs, the Board shall consider what is required by reasonable business prudence and what is required by the Institutional Holders of the first mortgages on the Project or any part thereof.

If an annual budget proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners pro rata according to each Owner's percentage interest in the Common Area. The Board shall notify each Owner in writing as to the reasons for and amount of the further assessment and new monthly charge for each Unit belonging to the Owner; and such further assessment is effective with the first monthly payment due more than ten (10) days after the giving of such notice. All Owners are obligated to pay their share of any such further assessment.

Nothing in these Bylaws prohibits the return of previously paid charges pro rata prior to the end of the Association tax year, or the making of any suitable arrangement for the handling of reserve funds collected so as to avoid unfavorable tax consequences to the Association or its Members; however, funds shall only be returned with the consent of one hundred percent (100%) of the Institutional Holders of first mortgages on units in the Project.

Until such time as the first Board is elected, the initial Board of Directors named in the articles of incorporation of the Association may assess each Owner the charges above provided for. Any such assessments shall commence as to all Units at the same time.

No interest is due or payable to an Owner on account of reserves or other accounts provided for hereunder.

Conveyance of a Unit shall transfer to the grantee the interest of the grantor in the Capital Reserve Fund, Working Capital Fund and Insurance Reserve Fund.

## Section 2. Maintenance and repair.

(a) Every Owner must perform promptly all maintenance and repair work within his Unit, which if omitted would affect any other parts of the Project, and is expressly responsible for damages and liabilities his failure to do so may cause.

(b) All the repair and replacement of installations inside the Unit, such as water, light, power, sewage, telephones, sanitary installations, doors, window, lamps, and all other accessories belonging to the Unit shall be at the owner's expense.

(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any

part of the Common Area damaged through his fault or that of his tenant or other permitted occupant of his Unit.

Section 3. Use of units. All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws and any House Rules which may be adopted by the Association.

Section 4. House Rules. In order to assure the peaceful and orderly use and enjoyment of the Project, the Board may from time to time at any meeting duly called for the purpose adopt, modify, and revoke in whole or in part such reasonable rules and regulations, to be called House Rules, as it may deem necessary to govern the conduct of the persons on and appearance of the Project. Such House Rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered or mailed promptly to all Members.

Section 5. Foreclosure of lien. The Board may authorize the Association to bring suits for debt or to foreclose a lien against a Unit. The Association by its manager or Board shall have the power to bid and to acquire a Unit at a foreclosure sale. The delinquent Owner shall be required to pay to the Association a reasonable rent for the Unit until sale or foreclosure, together with all costs and reasonable attorney's fees. A suit to recover a money judgment for unpaid common expenses with all costs and reasonable attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. Anything in these Bylaws or in the Declaration apparently to the contrary notwithstanding, any lien arising for the unpaid pro rata assessment of the common expenses chargeable to a Unit is subordinate to the lien of any first mortgage of record. If a holder of a recorded mortgage or other purchaser of a Unit obtains title to the Unit as a result of foreclosure, such holder or purchaser, his successors and assigns are not liable for any assessment by the Association chargeable to that Unit which become due before his title was acquired. The unpaid share of assessments is a common expense collectable from all of the Owners, including the holder or purchaser, his successors and assigns, pro rata.

Section 6. Right of entry. The Association, the Manager and any person authorized by the Board shall have the right to enter any Unit in case of and to deal with any emergency originating in or threatening such Unit, other Units, or the Common Area, with or without notice, whether or not the Owner or occupant is present at the time; and provided that notice is given in advance, to enter at reasonable hours for purposes of effecting maintenance and repair required under Section 2 above which an owner fails to provide, or the purpose of performing authorized installations, alterations, or repairs to the Common Area.

Section 7. Title. Every Owner shall promptly cause to be recorded in the Whittier Recording District the document conveying his Unit to him, or other evidence of his title to it, and to file such evidence of his title with the Board through the manager; and the Secretary shall maintain that information in the records of the Association.

Section 8. Mortgages and Mortgagees. Any holder of a first mortgage on a Unit may file a copy of the mortgage with the Board, and the Secretary shall maintain that information in the records of the Association. After the filing of the mortgage, the Board is required to give that holder prompt notice of any default in the mortgaged Unit's Owner's obligations under the Declaration, Articles or Bylaws, not cured within thirty (30) days of the date of default. The holder, at its option, may pay any delinquent expenses.

Each holder of a first mortgage on the Project or portion thereof shall have the right to examine the books and records of the Association during normal business hours, and each Institutional Holder of a first mortgage may also require the submission to it of annual reports and such other financial data as the Institutional Holder may determine is reasonably pertinent.

Section 9. Insurance and Bonds. The Association as a common expense shall purchase and at all times maintain such policies of fire and liability insurance and bonds with respect to the Project as may be provided by the Declaration or authorized by the Board. Such insurance and bonds will be such as to meet the requirements of any Institutional Holder of a first mortgage on the Project or portion thereof, but in any event shall include fire, extended coverage, and casualty insurance and liability insurance in the amount of at least \$\_\_\_\_\_ to protect the Association and the Owners from liabilities caused by acts and omissions of directors, officers, agents or employees of the Association, and the condition of the Common Area. Any liability policies shall contain a clause waiving any right of subrogation the insurance carrier might otherwise have against any Owner or the Association, its directors and officers.

The Insurance Reserve Fund shall be maintained by the Manager and shall be funded by the Board in an amount equal to 110% of the total premium last paid for insurance for the Project. Such Fund shall be maintained in an interest bearing account and shall be used by the Manager to purchase insurance for the Project whenever funds in the Working Capital Fund are not available to effect the purchase.

Section 10. Notification of Damage or Loss. The Association shall notify the Institutional Holders of first mortgages covering all or a portion of the Project, in writing, whenever (a) damage to a Unit covered by a first mortgage exceeds One Thousand Dollars (\$1,000.00), and/or (b) damage to common areas and related facilities exceeds Ten Thousand Dollars (\$10,000.00).

Section 11. Accounting for Expenditures. The Board and the Manager shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. 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 the Association. Such audit shall be completed and be available within ninety (90) days after the end of the fiscal year of the Association.

Section 12. Non-Exemption for Common Expenses. No Owner may exempt himself wholly or partially from liability for charges made pursuant to Article VI, by waiver of the use or enjoyment of any of the Common Area or by abandonment of the Unit or otherwise.

Section 13. Member's Right to Examine Documents. Each Member shall have the right to examine the books and records of the Association during normal business hours.

#### ARTICLE IX

##### EXECUTION OF INSTRUMENTS

Section 1. Instruments generally. All Association checks, drafts, notes, bonds, acceptances, contracts, and all other instruments except conveyances, shall be signed by such person or persons as shall be provided by general resolution of the Board applicable thereto.

#### ARTICLE X

##### LIABILITY OF OFFICERS

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer or Member or for any loss sustained by the Association or any Member, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or injury of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director, officer or member of the Association whether or not he is such a director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence to the Association in the performance of his duties; or in the absence of such final adjudication, in the event of determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law, and shall inure to the benefit of the legal representative of such person.

#### ARTICLE XI

##### FISCAL YEAR

Section 1. Fiscal year. The fiscal year of the Association shall be such as may from time to time be established by the Board.

ARTICLE XII

EVIDENCE OF OWNERSHIP AND  
REGISTRATION OF MAILING ADDRESS

Section 1. Proof of Ownership. Except for those Owners whose Units are obtained from Declarant as part of the initial transfer of Units from Declarant, any person or entity on becoming an Owner shall furnish to the secretary of the Association and the Manager a certified copy of the recorded instrument vesting that person or entity with an ownership interest in the Unit.

Section 2. Registration of Mailing Address. The Owner or several Owners of a Unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and as to each Unit such registered address is the only address to be used by the Association. Such registered address shall be furnished by such owners to the secretary of the Association and the Manager within fifteen (15) days after transfer of title, or after a change of address. Registration shall be written and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interest of (all of) the Owners thereof.

ARTICLE XIII

BYLAWS

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the Members whose aggregate interest in the Common Area constitutes seventy-five percent (75%) at a meeting called for the purpose. However, these Bylaws shall always contain those particulars which they are required to contain by the Horizontal Property Regimes Act. Further, no modification or amendment to the Bylaws shall be valid unless set forth in an amendment to the Bylaws and recorded in the records of the Whittier Recording District.

Section 2. Conflict. In the event of any conflict between these Bylaws and the mandatory provisions of the Horizontal Property Regimes Act, the latter shall govern and apply.

ARTICLE XIV

TERMINOLOGY

Section 1. Number and Gender. The use of any gender or number shall denote the masculine, the feminine, and the neuter, the singular and the plural, as the context merits.

ARTICLE XV

PERIODIC APPRAISAL

In accordance with AS 34.07.108, the Units and Common Area of this Project shall be periodically reappraised,

723  
MSC 6011

with a recomputation of the percentage undivided interest of each Unit in the Common Area if required by such reappraisal. The cost of any such reappraisals shall be borne by the Association from funds collected from the Owners for such purpose.

ADOPTION OF BYLAWS

The undersigned hereby adopt the foregoing Bylaws of the Whittier Condominium Association, Inc., this 29 day of June, 1979.

Lawrence H. Palmer  
Lawrence H. Palmer

Richard W. Evans  
Richard W. Evans

Robert Pfeifer  
Robert Pfeifer

Mary Tisdell Brown  
Mary Tisdell Brown

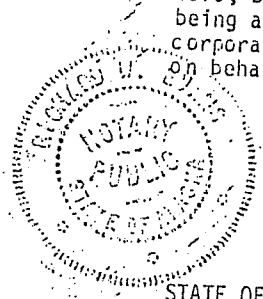
M. L. Magnuson  
M. L. Magnuson

John L. Whedbee, Jr.  
John L. Whedbee, Jr.

Rawson E. Knight  
Rawson E. Knight

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss.

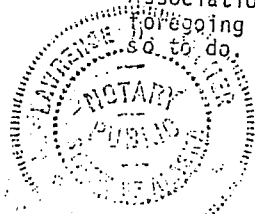
THIS IS TO CERTIFY that on this 5 day of July, 1979, before me appeared Lawrence H. Palmer, to me known, and acknowledged being a director of Whittier Manor Condominium Association, Inc., a corporation, and voluntarily signed and sealed the foregoing instrument on behalf of said corporation, and being authorized so to do.



Richard W. Evans  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 8-25-81

STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss.

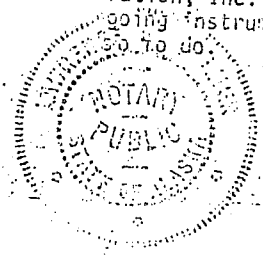
THIS TO CERTIFY that on this 13 day of July, 1979, before me appeared Richard W. Evans, Robert P. [unclear], John L. [unclear], Tom Rowan, & Knight, and W. L. [unclear], to me known, and acknowledged being directors of Whittier Manor Condominium Association, Inc., a corporation, and voluntarily signed and sealed the foregoing instrument on behalf of said corporation, and being authorized so to do.



Lawrence H. Palmer  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires JUNE 12, 1983

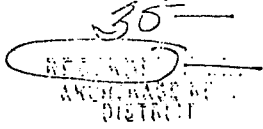
STATE OF ALASKA }  
THIRD JUDICIAL DISTRICT } ss.

THIS IS TO CERTIFY that on this 21 day of July, 1979, before me appeared Mary Tisdell Brown, to me known, and acknowledged being a director of Whittier Manor Condominium Association, Inc., a corporation, and voluntarily signed and sealed the foregoing instrument on behalf of said corporation, and being authorized so to do.



Lawrence H. Palmer  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: JUNE 12 1983

79-036783



JUL 31 10 48 AM '79  
REQUESTED BY WMCA  
ADDRESS 3028 E. Tudor  
City 99507

AUG 12 1998

AMENDMENT TO THE BYLAWS  
WHITTIER MANOR CONDOMINIUM ASSOCIATION  
JULY 23, 1998

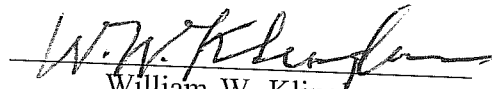
The following amendment to the Bylaws was presented and approved at the July 23, 1997 meeting of the Board of Directors of the Whittier Manor Condominium Association.

Article IV, Section 3 "Annual Meeting"  
Shall be amended to read as follows:

*"The Annual Meeting of the unit owners for 1997 shall be held on August 16, 1997 at 12:00 noon. For each succeeding year, the Annual Meeting shall be held on a date to be determined by the Board of Directors providing that such date falls within 90 days following the accounting year-end for the Association."*

Certification of Secretary

I, William W. Klingler, Secretary of the Whittier Manor Condominium Association, do hereby certify that owners holding a cumulative total of 75% or more of the ownership interest in the Whittier Manor Condominium Association have voted to approve the amendment to ARTICLE IV, Section 3 of the Bylaws.

  
William W. Klingler  
Secretary

Recording District: Anchorage  
Book & Page #'s : Book 423 Pages 597-612

"Return To" Information:

Whittier Manor Condominium Assn  
c/o Executive Management Services  
130 W. Int'l Airport Rd., Suite H  
Anchorage, AK 99518

032292 15-  
ANCHORAGE  
RECORDING DISTRICT

1998 MY 29 PM 2:00  
REQUESTED BY  
EMC