

TERRACE SIXTEEN CONDOMINIUM DECLARATION

EXHIBIT "D"

BYLAWS OF  
ASSOCIATION OF OWNERS OF  
TERRACE SIXTEEN CONDOMINIUMS

ARTICLE I

CONDOMINIUM OWNERSHIP

Section 1. Creation. The project known as TERRACE SIXTEEN CONDOMINIUMS, consisting of that certain parcel of land and all improvements situated thereon, in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lot 1E, REES SUBDIVISION, according to Plat No. 76-20, filed in the Anchorage Recording District, Third Judicial District, State of Alaska,

has been submitted to the provisions of the Horizontal Property Regimes Act (Chapter 34.07 Alaska Statutes) as now existing or as hereafter amended by RUDI KALPELE, ~~MANAGER~~ and VLERA of Anchorage, Alaska, hereinafter referred to as "Developer."

KALPELE

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the project. All present and future owners, tenants and occupants of any apartments of the project, and other persons who at any time shall use any part of the project, are subject to these Bylaws. The mere acquisition, lease, rental or occupancy of any of the apartments of the project shall signify that these Bylaws are accepted and ratified and shall be complied with.

ARTICLE II

OFFICE

Section 1. Principal Office. The principal office of the Association shall be maintained at 1115 West 20th, Unit 5, Anchorage, Alaska, or elsewhere as the Board of Directors may determine. Such office shall be the "registered" office of the corporation upon incorporation of the Association.

Section 2. Place of Meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

## ARTICLE III

ASSOCIATION OF OWNERS

Section 1. Membership. All owners of condominiums in the project shall constitute the Association of Owners, herein called the "Association." The owner of any condominium upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason; provided, however, that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by agreement of sale or by lease of any condominium unit filed with the Board of Directors of the Association, the purchaser or the lessee of same shall be deemed to be owner thereof.

Section 2. Annual meeting. The first annual meeting of the Association shall be called by the Developer, upon ten (10) days' written notice, not later than ninety (90) days after completion of transfer of title to purchasers representing seventy percent (70%) of the voting strength of all condominium owners as determined by the percentage of undivided interest in the common areas and facilities as provided in the Declaration or \_\_\_\_\_ days after the first conveyance of title to a condominium unit to an owner, whichever shall earlier occur. Thereafter, an annual meeting of the Association shall be held on a weekday not more than ten (10) days removed from the anniversary date of the first annual meeting for the purpose of electing members of the Board and such other business as may come before the meeting.

Section 3. Special Meetings. Special meetings may be held at any time upon the call of the President, or upon the call of owners representing at least twenty-five percent (25%) of the undivided interest in the common areas and facilities. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 4. Notice of meetings. A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day, and hour thereof, and the purpose therefor 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. Such notice shall be given to each member and first mortgagee in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at the residence or usual place of business of such member, or (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or (d) if such owner or mortgagee cannot be located by reasonable efforts, by publishing such notice in any newspaper of general circulation in Anchorage, Alaska, such notice to be published not less than two (2) times on successive days, the first publication thereof to be not less than three days nor more than ten days prior to the day assigned for the

meeting. If notice is given pursuant to the provisions of 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.

Section 5. Waiver of notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 4 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken.

Section 6. Quorum. Except as otherwise provided in these Bylaws or by law, the presence in person or by proxy of a majority of condominium owners shall constitute a quorum at any meeting of the Association. The vote of a majority of condominium owners present at a meeting at which a quorum is present shall be valid and binding upon the Association except as otherwise provided by law or these Bylaws. As used herein "majority of condominium owners" shall mean those owners whose aggregate interests in the common elements constitute over 50% as determined by the percentages of undivided interest in and to the common areas and facilities as set forth in the "Declaration."

Section 7. Voting. Any person, firm, corporation, trust, or other legal entity or a combination thereof, owning any condominium unit in said project duly recorded in his or its name, the ownership whereof shall be determined by the records of the Anchorage Recording District shall be a member of the Association, and either in person or by proxy entitled to a vote equivalent to his percentage interest in the common areas and facilities for each condominium unit so owned at all meetings of the Association. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one owner. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if a condominium 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, such authority shall be deemed good until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any condominium unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such unit in such capacity. Whenever any such unit is owned by two or more jointly according to the records of said recording district, the vote therefor may be exercised by any one of the owners present in the absence of protest by the other or others.

Any specified percentage of owners means the owners of units to which are appurtenant such percentage in the aggregate of undivided interest in the common areas and facilities as set forth in the Declaration Submitting Real Property to the Horizontal Property Regime Act.

Section 8. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and qualification. After control of the Association is vested in the owners as provided in the Declaration, the direction and administration of the project and the affairs of the Association shall be vested in a Board of Directors (hereinafter "Board") composed of five (5) persons, who shall be elected as hereinafter provided. Each member of the Board shall be an owner, provided, however, that, in the event a unit owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer, shareholder or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. Election and Term of Office. At each annual meeting of the Association, the owners shall, by a vote of a majority of owners present at such meeting, elect the entire Board for the forthcoming year. The first elected Board of Directors shall be elected at the first annual meeting of Unit owners hereinabove provided for and shall take office not more than thirty days following their election. Members of the Board shall serve without compensation for a term of one (1) year, and until their successors are elected. Vacancies in the Board shall be filled by vote of the remaining members of the Board.

Section 3. 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 owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 4. 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 of Directors before the services are undertaken. A director may not be an employee of the Association.

Section 5. Regular meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Association. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least ten (10) days prior to the day named for such meeting.

Section 6. Special meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

Section 7. Waiver of notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Board of Directors' quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

#### ARTICLE V

#### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. One person may hold two offices, except that the offices of President, Vice President and Secretary shall be filled by different persons.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be 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 from time to time be designated by the Board of Directors.

Section 7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore, who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 8. Auditor. The Association may, at any meeting, appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association, and to perform such audits and fiscal duties as may be requested of him by the Association,

## ARTICLE VI

POWERS AND DUTIES OF  
THE BOARD OF DIRECTORS AND THE ASSOCIATION

Section 1. Powers. - The Board of Directors shall have the power to:

- A. adopt and publish rules and regulations governing the use of the common areas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- B. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- C. do all things necessary for the administration of the affairs of the Association and the administration of the project, as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the owners;
- D. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- E. employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;
- F. perform its duties in behalf of the Association more particularly described below;
- G. in the event any owner is delinquent in the payment of utility charges paid by the Association to the utility for a period in excess of thirty (30) days, the Board of Directors is authorized to sever or disconnect such utility connections to the condominium unit; and
- H. In any suit to foreclose the lien against any owner of a unit, the Association may represent itself through its manager or Board of Directors. The manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale. The Association shall be entitled to immediate possession of the particular unit upon the initiation of foreclosure proceedings against it. The delinquent owner shall be required to pay to the Association a reasonable rent for subject unit until sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid common expenses and all costs including reasonable attorney's fees may be maintained without foreclosing or waiving the lien securing the payment of same.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. cause to be kept a complete record of all its acts and to present a statement thereof to the owners at the annual meeting of the Association or at any special meeting when such statement is requested in writing by owners whose interest in the common areas and facilities constitutes not less than twenty five percent (25%);

B. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

C. as provided in the Declaration to:

1. levy, collect and enforce the collection of regular and special assessments;

2. send written notice of each assessment to every owner subject thereto; and

3. foreclose the lien against any condominium unit which assessments are not paid or bring an action at law against the owner personally obligated to pay the same.

D. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. procure and maintain such policies of fire and hazard insurance included within the term "extended coverage" with respect to the project as may be provided by the Declaration or authorized by the Board or reasonably requested by the holder of a first mortgage on a unit or units. Such insurance and bonds will be such as to meet the requirements of any holder of a first mortgage or deed of trust on any unit but in any event fire, extended coverage and casualty insurance shall be maintained in an amount equal to the value of the project (exclusive of raw land value) and liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) shall be maintained to protect the Association and the individual unit owners from liabilities caused by acts and omissions of all officers, agents or employees of the Owners Association and the condition of the common areas. Notwithstanding any other provisions herein or in the Declaration for this project, so long as the Federal National Mortgage Association or Government National Mortgage Association or the Federal Home Loan Mortgage Corporation or the Federal Housing Administration or the Veterans Administration or their successors or assigns is a mortgagee or owner of a condominium unit in the project, the Association shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bonds meeting the insurance and fidelity bond requirements as



established by any of the foregoing for condominium projects, except to the extent that the same are waived in writing by all such entities having such interest regardless of other or different requirements of the Association, the owner, beneficiaries or mortgagees or other interested parties;

F. maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Association and all others who handle or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

1. all such fidelity bonds shall name the Association as an obligee;
2. such fidelity bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the planned unit development, including reserves;
3. such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
4. such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the holders of first mortgages or the designees thereof, as such holders are defined in the Declaration.

G. cause the common area to be maintained;

H. cause other maintenance and repair to the properties as provided for in the Declaration, or by law;

I. perform all other duties required by law the Declaration or these Bylaws or reasonably implied therefrom;

J. provide for charges to build up and maintain a reasonable reserve for contingencies and replacements as may be required by reasonable business prudence and/or the holders of the beneficial interest of first deeds of trust or mortgages on units. If the annual budget proves inadequate for any reason, including nonpayment of any owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the owner(s) and condominium units according to the percentage of interest in the common areas and facilities appurtenant to each condominium unit. The Board shall serve notice of such further assessment in the manner provided for a special assessment in the Declaration;

K. unless such requirement is waived in writing by the holders of first mortgages on one hundred percent (100%) of the units in the project, the Board of Directors shall employ for the Association an experienced professional management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified, or amplified by the majority of owners in a duly constituted meeting, and all employment agreements for such management shall be in writing and shall contain provisions giving effect to the following:

1. The agreement shall be terminable with or without cause by the giving of a thirty-day written notice by the Board, and without payment of a termination fee.
2. The term of any such agreement may not exceed one year, although it may be renewable by the parties for successive one-year terms.

The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish.

#### ARTICLE VII

##### EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All 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 applicable thereto. Such instruments shall be signed by the President or the Vice President and by the Treasurer or Secretary or Assistant Treasurer or Assistant Secretary.

#### ARTICLE VIII

##### LIABILITY OF BOARD MEMBERS AND 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 thereof, 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 inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer, director or member of the Association whether or not he continues to be such 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, any 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, and shall not apply to the extent any such liability, damage, injury or other expense is covered by any type of insurance.

#### ARTICLE IX

##### FISCAL YEAR

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

#### ARTICLE X

##### BYLAWS

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate interest in the common elements constitutes seventy-five percent (75%) at a meeting duly called for the purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Horizontal Property Act; and PROVIDED, FURTHER, that no substantial change shall be made to the provisions of these Bylaws between the time of execution and delivery of an agreement of purchase and sale by a purchaser and the time of closing without the consent of the purchaser, unless such purchaser is provided the written opportunity to rescind the purchase agreement and receive any deposit previously made on the purchase.

Section 2. Conflict. In the event of any conflict between these Bylaws and the Declaration, the Declaration shall control, and in the event of conflict with the mandatory provisions of the Horizontal Property Regimes Act, the latter shall control.

#### ARTICLE XI

##### EVIDENCE OF OWNERSHIP AND REGISTRATION OF MAILING ADDRESS

Section 1. Proof of Ownership. Except for those owners who initially purchase a unit from Developer, any person or entity on becoming an owner shall furnish to the secretary of the "Association" and any Managing Agent a machine or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the lot, which copy shall remain in the files of the Association.

Section 2. Registration of Mailing Address. The owners or several owners of an individual 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 such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address shall be furnished by such owners to the secretary of the Association and any Managing Agent within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the lot or by such persons as are authorized by law to represent the interest of (all of) the owners thereof.

#### ARTICLE XII

##### DAMAGE OR DESTRUCTION

In the event of damage to or destruction of the common areas and facilities, all available insurance proceeds, including proceeds on any policy(s) taken out by unit owners, shall be payable to such bank or trust company authorized to do business in the State of Alaska as the Board shall designate as Trustee for all unit owners and mortgagees as their interests may appear in the respective units and appurtenant common areas, and shall be used promptly by the Association to the extent necessary for rebuilding, repairing or reconstructing such improvements in accordance with the original plans and specifications, or if the work according to the original plans and specifications is not permissible under then applicable laws and regulations, then in accordance with such plans and specifications as modified by the Board to the extent necessary to permit the work to proceed.

In the event of any deficiency between said insurance proceeds and the cost of the work, each Owner shall pay his proportionate share of said deficiency as common expenses in accordance with Article VI, Section 1 above.

Subject to the foregoing, the Board shall have the authority, as agent of all Owners, to enter into a contract or contracts to accomplish the work. The foregoing rebuilding, repair and reconstruction shall be on the vote or consent or acquiescence of unit owners representing over 50% of the undivided interest in the common areas and facilities. Unless owners representing over 50% of the undivided interest in the common areas and facilities have filed with the Board and recorded and notice that they do not desire the rebuilding, repair or reconstruction prior to the time fifty five (55) days have passed from the occurrence of such events, such majority vote shall be deemed to have been made.

Except for such determination to repair, rebuild or reconstruct, all other determinations shall be effected only pursuant to an amended Declaration, duly executed by the owners representing not less than one hundred percent (100%) of the common interests and consented to in writing by all holders of first mortgages affecting any of the units,

ARTICLE XIII

DEFINITIONS

All words used in these Bylaws defined in the Declaration Submitting Real Property to the Horizontal Property Regime to which these Bylaws are attached for recording purposes shall have the identical meaning as in said Declaration. "Condominium" or "Condominiums" as used in these Bylaws shall mean "Condominium Unit" as defined in said Declaration.

ARTICLE XIV

PERIODIC REAPPRAISAL

In accordance with Section 34.07.180 of Alaska Statutes, the units and common areas and facilities of this project shall be periodically reappraised with a recomputation of the percentage of undivided interest of each unit owner in the common areas and facilities as expressed in the Declaration, if required. The cost of any such reappraisals shall be borne by the Owners Association provided for herein from funds collected from the unit owners, or specifically collected for such purpose.

ARTICLE XV

ADOPTION OF BYLAWS

The undersigned owner and Developer of said project hereby adopts the foregoing Bylaws of its Association of Unit Owners this 5<sup>th</sup> day of December, 1977.

*Rudi Kaepfle*  
RUDI KAEPFLE

STATE OF ALASKA )  
 ) ss.:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 5<sup>th</sup> day of December, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared RUDI KAEPFLE, known to me and to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

*Verlisa Kaepfle*  
Notary Public in and for Alaska  
My Commission expires: 12-17-79

*Verlisa Kaepfle*  
VERLISA KAEPFLE

BOOK 253

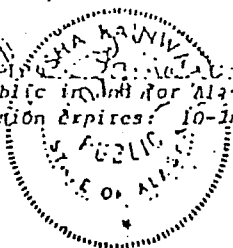
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STATE OF ALASKA )  
 ) SS  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 5th day of December, 1977, before me, the undersigned, a Notary public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared VERA KAEFFLE, known to me and to me known to be the individual described in and who executed the foregoing instrument, and she acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

*Sha*  
Notary Public in and for Alaska  
My Commission Expires: 10-24-80  


77-063531

81. -

RECORDED  
ANCHORAGE REC.  
DISTRICT

Dec 7 10 01 AM '77

RECORDED BY  
A. M. S.

SECURITY-TITLE & TRUST CO. OF AK.