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# **ARTICLE I - NAME, PURPOSE AND LOCATION**

## **SECTION 1 - NAME**

The name of this Association is **THE EAGLEWOOD ASSOCIATION, INC.**, an Alaska non-profit corporation.

## **SECTION 2 - PURPOSE**

This Association shall be formed and shall operate as an incorporated association immediately subsequent to the adoption of these Bylaws by the incorporating Directors named in the Articles of Incorporation of this Association. An organizational meeting of members shall be held upon the close of escrow of 50% of the Private Areas in the Properties as the same are defined in the Declaration. The purpose of the Association is set forth both in these Bylaws and in the Declaration of Protective Covenants and Restrictions of the Eaglewood Subdivision, herein called the "Declaration", heretofore recorded for the benefit of the project and for the benefit of all purchasers and owners of real property within Eaglewood. Should there be any inconsistency between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall prevail.

## **SECTION 3 - LOCATION**

The Association shall have its principal office in the Eaglewood Subdivision or adjacent thereto, in the Municipality of Anchorage, State of Alaska, or at such other office within said Municipality as the Board may determine or as the affairs of the Association may require from time to time.

# **ARTICLE II DEFINITIONS**

**SECTION 1 - "Association"** shall mean and refer to THE EAGLEWOOD ASSOCIATION, INC., an Alaska non-profit corporation, its successors and assigns.

**SECTION 2 - "The Properties" or "Properties"**, shall mean and refer to the Common Areas and Private Areas as defined in the Declaration, which additional properties may be brought within the scheme of the Declaration and subject to the jurisdiction of the Association and shall mean and refer to the following described property: Tracts A, B, P1-6, R1, R2 of the Eaglewood Subdivision, according to the official plat thereof, No. 79-52, located in the Anchorage Recording District, Third Judicial District State of Alaska, together with improvements thereon and such additional property within the Eaglewood Subdivision as may hereafter be conveyed to the Association together with all structures and facilities constructed thereon and intended to be devoted to the common use and enjoyment of the owners of the Properties, and all personal property and fixtures located thereon and used in conjunction therewith.

**SECTION 3 - "Unit"** in said properties shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a separate residence, and includes apartments and their appurtenant common areas and facilities so designated under the Horizontal Property Regimes Act of the State of Alaska.

**SECTION 4 - "Member"** shall mean and refer to every person or entity who holds membership in the Association, and includes each owner as herein defined.

**SECTION 5 - "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a Private Area situated upon The Properties, including contract sellers, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation, including a mortgagee, unless and until such person has acquired fee simple title pursuant to foreclosure of any proceeding in lieu of foreclosure.

**SECTION 6 - "Declarant"** shall mean and refer to Eagle River Development Co., Inc., an Alaska corporation and refer to its successors and assigns.

**SECTION 7 - "Mortgage"** shall mean the conveyance of any unit or other portion of the property to secure the performance of an obligation, which conveyance shall be void upon due performance of said obligation.

**SECTION 8 - "Mortgagee"** shall mean a person or entity to whom a mortgage is made. "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a mortgage.

**SECTION 9 - "Deed of Trust"** shall mean "Mortgage" and the same may be used interchangeably with the same meaning; likewise, the word "Trustor" shall mean "Mortgagor" and the word "Beneficiary" shall mean "Mortgagee".

**SECTION 10 - "Organizational Meeting"** shall mean the first meeting of owners which shall occur after the close of escrow of 50% of the Private Areas in The Properties, and where a new Board of Directors is elected by the members.

**SECTION 11 - "Declaration"** shall mean the Declaration of Protective Covenants and Restrictions for The Eaglewood Subdivision, recorded in the Third Judicial District, State of Alaska.

**SECTION 12 - "Private Area"** shall mean a parcel of real property owned and used for residential purposes in accordance with the Declaration.

**SECTION 13 - "Common Areas"** shall mean those areas other than Private Areas which are owned by the Association as provided in the Declaration.

## **ARTICLE III - MEMBERSHIP**

**SECTION 1 - Qualification and Initiation.** Every person or entity who is a record owner of a Private Area which is subject to covenants of record to assessment by the Association, shall be a member of the Association. If a given Private Area is owned by more than one owner, all such owners shall be members of the Association. However, for purposes of representation of such Private Area, such Private Area shall be represented by only one vote. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Private Area which is subject to assessment by the Association. Ownership of such Private Areas shall be the sole qualification for membership. Declarants, its successors and assigns, shall be deemed the record owner of all Private Areas retained or unsold by Declarant.

**SECTION 2 - Transfer.** The membership of any owner of a Private Area shall not be transferred, pledged or alienated in any way, except upon the sale of such Private Area and then only to the purchaser of such Private Area. The Association membership of each owner is appurtenant to the Private Area given rise to such membership and shall be inseparable from ownership of said Private Area. Any attempt to make a prohibited transfer is void and shall not be reflected on the books of the Association. In the event an owner of any Private Area should fail to refuse to transfer the membership registered in his name to the purchase of such unit, the Association shall have the right to record the transfer on the books of the Association and shall issue a new certificate to the purchaser and thereupon the old certificate outstanding in the name of the seller, shall be null and void as though the same had been surrendered. Any transfer of title to a Private Area shall operate automatically to transfer the membership in the Association appurtenant thereto, to the new owner thereof and terminate the membership of Grantor.

**SECTION 3 - Suspension of Membership.** During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the Common Areas of such member, may be suspended by the Board until such assessments have been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed one (1) year for any violation of the Declaration or these Bylaws, or any single infraction of the Rules and Regulations established by the Board governing the use of the Common Areas. Notice of said hearing shall be delivered to the accused owner, not less than fifteen (15) days prior to such hearing and a copy of such notice may be posted in a conspicuous place at or upon the member's Private Area or in the Common Areas.

**SECTION 4 - Voting Rights.** Each member shall be entitled to one (1) vote per Private Area as provided in the Declaration. Such vote may be cast either in person or by proxy.

**SECTION 5 - Joint Owner Disputes.** The vote for such Private Area may be cast only as a Private Area and fractional votes will not be allowed. In the event that there is more than one owner of a Private Area or Private Areas, and only one of such owners is present, whether in person or by proxy, at a meeting of the Association, the owner present is entitled to cast all of the votes allocated to the Private Area. If more than one of the Private Area owners is present, the votes allocated to the Private Area or Private Areas may be cast only in accordance with the agreement of a majority in interest of the owners. There is a majority agreement if any one of the Private Area owners casts a vote allocated to the Private Area without protest being made promptly to the person presiding over the meeting by another owner of a private area or private areas.\*

**SECTION 6 - Member's Rights and Duties.** Each member shall have the rights, duties and obligation set forth in these Bylaws and in the Declaration, as the same may be amended and/or supplemented from time to time.

## **ARTICLE IV - MEETINGS OF THE MEMBERS**

**SECTION 1 - Place of Meetings.** Meetings of the members shall be held at the Eaglewood Subdivision or as close thereto as practicable within the Municipality of Anchorage, as may be designated by a vote and resolution of the Board of Directors.

**SECTION 2 - Annual Meetings.** The organizational meeting of members shall be held within 30 days after the close of the sales escrow of 50 of the Private Areas in The Properties as the same is defined in the Declaration. Each subsequent regular annual meeting shall be held on the first Tuesday of the month in which the organizational meeting is held, commencing the year following the organizational meeting, at 8:00 PM. If the day of the annual meeting is a Sunday or legal holiday, then the annual meeting shall be held on the following day at the same time. At such meeting, there shall be elected, by secret written ballot, a Board whose duties shall be as hereinafter provided. The owners may also transact at such annual meeting such other business as may properly come before the meeting.

**SECTION 3 - Special Meetings.** The President may call a special meeting of members at any time he deems the same to be necessary, or 50% of the members may petition the President in writing to call a special meeting, and in such event, the calling of such meeting by the President shall be mandatory. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

**SECTION 4 - Notice of Meetings.** It shall be the duty of the Secretary to deliver a notice to the mailbox of each member, of each annual and special meeting, stating the time and place where it is to be held or to mail the same to a member at his address, or at such other address as may appear on the Secretary's records, at least ten (10) days but not more than thirty (30) days prior to such meetings. In the case of special meetings, such notice shall state the purpose of which said meeting is called. In the

case of the organizational meeting, herein above referred to, written notice of the meeting may be given by Declarant or its representative. Notice of meetings by posting at or near exit roadways shall also be required of the Secretary.

**SECTION 5 - Waiver of Notice.** The presence of all 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 same for non-compliance with the provisions of Section 4 herein above. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given or that 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; provided that where a member has pledged his vote by mortgage, deed of trust or agreement of sale, only the presence of the pledgee shall be counted in determining whether notice is waived with regard to business dealing with matters upon which the member's vote is so pledged.

**SECTION 6 - Consent to Member's Meetings.** The transactions of any meeting of members, however called and noticed, shall be valid as though had at a meeting duly held after regular call and notice if a quorum is present, in either person or proxy and if either before or after the meeting each member entitled to vote not present in person or by proxy, signs a written waiver or notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records or made a part of the minutes of the meeting.

**SECTION 7 - Proxies.** Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent(s), duly authorized by a written proxy executed by such person or his duly authorized agent(s) and filed with the Secretary of the Association at the meeting at which the proxy is to be exercised. Every proxy shall be revocable by the person granting it, announcing its revocation to the Secretary of the meeting at which it would otherwise be exercised, prior to the exercise thereof, and shall automatically cease upon the same or conveyance by the person granting the proxy of his interest in his Private Area.

**SECTION 8 - Action Without Meeting.** Any action which may be taken under the provisions of the Alaska Corporation Code at a meeting of the members may be taken without a meeting if authorized in writing and signed by all members who would be entitled to vote at such meeting and filed with the Secretary of the Association.

**SECTION 9 - Order of Business.** The order of business at all meetings of members shall be as follows: 1. Roll Call 2. Proof of Notice of Meeting or Waiver of Notice 3. Reading of minutes of preceding meeting 4. Reports of officers and professional management 5. Reports of committees 6. Election of Board (Organizational Meeting and Annual Meetings Only) 7. Unfinished Business 8. New Business

**SECTION 10 - Parliamentary Procedure.** All questions of Parliamentary Procedure shall be decided in accordance with "Robert's Rules of Order".

**SECTION 11 - 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 members present, whether a quorum be present or not, without notice other than 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.

**SECTION 12 - Organization.** The President, or in his absence the Vice-President, shall call the meeting of members to order and shall act as Chairman of the meeting. In the absence of the President and Vice-President, members shall appoint a chairman for the meeting. The Secretary of the Association shall act as a Secretary at all meetings of members but in the absence of the Secretary at any meeting of members, the presiding officer may appoint any person to act as Secretary thereat.

**SECTION 13 - Inspectors of Election.** Prior to any meeting of members the Board may, if it so elected, appoint inspectors of election to act at such meetings of any adjournments thereof. If inspectors of election be not so appointed, the Chairman of any such meeting may, and upon request of any member or his proxy, make such appointment at the meeting. The number of inspectors shall be either one (1), three (3) or five (5).

**SECTION 14 - Quorum.** Except as otherwise provided by these by-laws or the Declaration, the presence, in person or by proxy, of persons owning one-tenth of the total number of Private Areas in the Eaglewood Subdivision shall constitute a quorum of any meeting of the members.\*

## **ARTICLE V - BOARD OF DIRECTORS**

**SECTION 1 - Powers, Duties and Term of Board.** The Board shall consist of five (5) persons, all of whom, except the initial Board of Directors, shall be owners. Representatives of Declarant, such as employees and agents may be members of the Board. The powers, duties and term of the Board shall be as follows:

- A. **Powers.** The Board shall have power:
1. To adopt and publish Rules and Regulations governing the use of The Properties and facilities and the personal conduct of members and their guests thereon.
  2. To exercise for the Association, all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions hereof or in the Declarations.
  3. To declare the office of a member of the Board to be vacant in event such a member shall be absent from three (3) consecutive regular meetings of the Board.
  4. To establish, levy, assess and collect assessments or charges, to foreclosure liens for the collection of assessments.

5. To enforce the applicable provisions of the Declaration, these Bylaws and other instruments for the management and control of the project, including reasonable Rules and Regulations that may be promulgated by the Board.
6. To pay taxes and assessments which are or could become a lien on the Common Areas or any portion thereof.
7. To delegate its powers to committees, officers, employees or professional property management agent.
8. To contract for materials and/or services for the Common Properties of the Association, with the term of any service contract limited to a duration of one (1) year, except with approval of a majority of members of the Association.
9. To contract for fire, casualty, liability and other insurance on behalf of the Association.
10. The Board, except as otherwise provided in these Bylaws, may authorize any officer(s) or agent(s) to enter into any contract or execute any instrument in the name and on behalf of the Association and such authority to bind the Association by a contract or engagement, or to pledge its credit or to render it liable for any purpose or to any amount. Declarant shall have no right to enter into any contract which binds the Association for a period in excess of one (1) year, after the organizational meeting, unless reasonable cancellation provisions are included within such contracts or as provided in the Declaration.
11. To take any action without a meeting, if all members of the Board, individually or collectively, consent in writing to such action.

**B. Duties.** It shall be the duty of the Board:

1. To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to members at the annual meeting or at any special meeting when such statement is requested in writing by one-fifth (**186**) of the membership entitled to vote.
2. To supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
3. As more fully provided for in the Declaration: (a) to fix the amount of regular assessments against each Private Area at least thirty (30) days in advance of each Annual Assessment period; and (b) to send written notice of each assessment to every owner subject thereto, at least thirty (30) days in advance of each such Annual Assessment period.
4. To issue or cause to be issued, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for issuance of such certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
5. To procure and maintain adequate liability insurance and to procure hazard insurance on Common Area on property under the control of the Association.
6. To cause all officers or employees having fiscal responsibility to be bonded as it may deem appropriate.
7. To cause the Common Areas to be maintained in a first class condition.

8. To cause the exterior of all improvements on the Common Areas to be maintained in a first class condition and to the extent provided for in the Declaration.
9. To employ an independent contractor or such other employees as it deems necessary and to prescribe their duties; a managing agent or manager may be selected prior to the first annual meeting after the organizational meeting. After the first annual meeting, the continuance of the same or the selection of another managing agent shall be determined by majority vote of the board.
10. The Board, on behalf of the Association at its common expense, shall at all times keep the buildings on the Common Areas insured against loss or damage by fire, with extended coverage in an insurance company authorized to do business in the State of Alaska in an amount not less than one hundred percent (100%) of the full replacement value thereof, without deduction for depreciation in the name of the Board as trustee for all owners and mortgagees. In every case of loss or damage, all insurance proceeds shall, unless otherwise determined by the owners as provided in the Declaration, be used as soon as reasonably possible by the Association for rebuilding, repair, or otherwise reinstating the buildings in good and substantial manner according to the original plans and specifications thereof, or such modified plans conforming to laws and ordinances then in effect, as shall be first approved by the Board of Directors.

- C. **Term.** The terms of the Directors shall be as follows: the terms of two (2) Directors elected in the even-numbered years shall be fixed at two (2) years and the terms of three (3) Directors elected in the odd-numbered years shall be fixed at two (2) years.

Every policy of insurance shall:

- A. Provide that the liability of the insurer thereunder shall not be effected by, and that the insurer shall not claim any right of, set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any Private Area owner;
- B. Contain no provisions relieving the insurer from liability for loss occurring while the hazard to such building(s) is increased, whether or not within the knowledge or control of the Board or because of any breach of warranty or condition or any other person under either of them;
- C. To provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Board, owners and every other person in interest who shall have requested such notice of the insurer;
- D. Contains a waiver by the insurer of any right of subrogation to any right of the Board or owners against any of them, or any person under them.

The Board, on behalf of the Association, at its common expense, shall also effect and maintain at all times, comprehensive general liability insurance covering the Association with respect to the Common Areas with a responsible insurance company having minimum limits of not less than \$100,000 for injury to one person; \$300,000 for injury to

more than one person in any one accident or occurrence; and \$50,000 property damage, and from time to time upon receipt thereof, deposit promptly with the owners, (upon request) current certificates of such insurance without prejudice to the right of any owner to maintain additional liability insurance for his respective Private Area. Nothing herein contained shall act as a limitation on the Board of Directors to insure against such other risks as shall be deemed necessary or advisable by them.

**SECTION 2 - Election of Board of Directors.** Members of the Board of Directors shall be elected at annual meetings by a vote of fifty-one percent (51%) of members entitled to vote. The vote shall not be cumulative.

**SECTION 3 - Removal of Board of Directors.** The entire Board may be removed from office by affirmative vote of 51% of members entitled to vote at any election of the Board. However, an individual Director may be removed only by the cumulative voting procedure set forth in the Corporations Code of the State of Alaska.

**SECTION 4 - Regular Meetings.** Regular meeting of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or posting at least three days prior to the date for such meeting.

**Meetings.** In addition to the regular meetings, the Board shall meet at the call of the President, or if he is absent or unable or refuses to act, by any two Directors and no written notice of such meeting shall be required. The Secretary shall keep summarized informal written minutes of such meetings of the Board. Meetings of the Board shall be held at the Common Properties unless the Directors vote to hold a meeting at another location. Any meeting of the Board shall be valid wherever held, if held by the written consent of all members of the Board given either before or after the meeting.

**SECTION 5 - Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**SECTION 6 - Voting.** A majority of members of the Board shall constitute a quorum for the transaction of business but no question shall be decided upon the vote of fewer than two of the members.

**SECTION 7 - Vacancies.** In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**SECTION 8 - Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his

actual expenses incurred in the performance of his duties. Nothing herein shall preclude any Director from serving the Association in any capacity other than as an officer or a Director and receiving compensation therefore, as authorized and approved by the Board. Any Director receiving any special compensation for services in such other capacity shall be excluded from deliberations and voting by the Board relative to the authorization thereof and fixing compensation with regard thereto.

## **ARTICLE VI - OFFICERS**

**SECTION 1 - Designation.** The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

**SECTION 2 - Election and Tenure.** The officers shall be elected by the Board within seven (7) days after the organizational meeting following the election of the Board by the owners. Board members and officers shall hold office for one year, unless sooner removed, as hereinafter provided.

**SECTION 3 - Removal of Officers.** Upon an affirmative vote of 51% of the Board present and entitled to vote in any duly constituted meeting, any officer maybe removed either with or without cause and his successor elected at any regular or special meeting of the Board called for the purpose. Any such person removed from his position as an officer may remain on the Board subject to the will of the owners pursuant to Article VI.

**SECTION 4 - Vacancies.** In the event of a vacancy in any office because of death, incapacity, resignation or removal, or any other cause, such vacancy shall be filled as promptly as possible by vote of the Board in the manner prescribed in these Bylaws for regular election to such office.

**SECTION 5 - President.** The President shall preside at all meetings and shall have all the 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, and he may, in his discretion, decide what is appropriate in connection with the management of the Association. He shall be the principal executive officer of the Association and subject to the control of the Board, supervise and direct all business and affairs of the Association and the officers thereof.

**SECTION 6 - Secretary.** The secretary shall keep a record book in which he shall keep the minutes of all regular and special meetings of the owners and, in addition, an informal summary of all action taken at all meetings of the Board. He shall also send out or deliver notices of all regular and special meetings of the owners and of the Board. In addition, he shall have all powers and duties vested in the Secretary of a non-profit corporation or assigned to him from time to time by the President or by the Board.

**SECTION 7 - Treasurer.** The Treasurer shall maintain an accurate record of all receipts and disbursements in connection with the operation of the Common Areas. At such times as a professional management agent is not managing said project, he shall collect the maintenance charges periodically from each owner, give proper receipts therefore and promptly deposit same in a joint bank account operating statement to be distributed to each Private Area owner no later than 90 days after the end of a fiscal year and he shall perform such other duties as from time to time be assigned to him by the President or by the Board.

**SECTION 8 - Subordinate Officers.** The Board may appoint subordinate officers, each of whom shall hold his office at the discretion of the Board.

**SECTION 9 - Signing of Checks.** All checks for payment of obligations and expenses of the owners as a whole shall be signed by no fewer than two officers, unless the professional management agent shall have been fidelity bonded, in which case such agent may sign checks following resolution of same with the Board of Directors. Until such time as a management agent may be employed, the Treasurer shall draw and sign all checks and the President shall countersign all of same, when he is available. In the absence of the President or Treasurer, the Secretary may sign and/or countersign checks. Further, during such time as a management agent may be employed, the Treasurer shall act as a liaison officer between the Board and the professional management agent.

**SECTION 10 - Non-liability of Officers and Directors.** No officer or Director 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 and wanton misconduct or negligence. Every officer, Director and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities, including attorney's fees and court costs, actually and necessarily incurred by or imposed upon him in connection with any claim, suit, action, proceedings, investigation or inquiry of whatever nature, in which he may be involved by reason of his having been an officer or Director or member of the Association, whether or not he continues to be such officer, Director 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 toward the Association in the performance of his duties, or, in the absence of such final adjudication, any determination or 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 and shall inure to the benefit of legal representatives of such person.

**SECTION 11 - Fidelity Bonds.** All officers and employees of the Association handling or responsible for any funds received or collected by the Association, shall furnish adequate fidelity bonds. The premiums on said bonds shall be paid by the Association as a common expense.

## **ARTICLE VII - ASSOCIATION RECORDS AND REPORTS - INSPECTION**

The membership register, books or account and minutes of meetings of members of the Board and of committees thereof, or the Association, shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association. The Board shall establish reasonable rules with respect to: (a) notice to be given to the custodian of the records by the member desiring to make the inspection; (b) the hours and days of the week when such inspection may be made; and (c) the payment, if any, regarding costs of reproducing copies of documents requested by a member. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director shall include the right to make extracts and copies of documents.

## **ARTICLE VIII COMMITTEES**

**SECTION 1** The Board may appoint committees as deemed appropriate in carrying out its purposes including, but not limited to:

1. **The Design Committee**, which shall advise the Board on all matters pertaining to the compliance with the Declaration and shall perform such other functions as the Board, in its discretion, may determine.
2. **The Eaglewood Judicial Council**, which shall hear and decide appeals from decisions of the Board on all matters specifically provided for in the Declaration and shall perform such other functions as the Board, in its discretion, may determine.
3. **Audit Committee**, which shall supervise the annual audit of the Association books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meetings. The Treasurer shall be an ex officio member of the Committee.

## **ARTICLE IX - FISCAL YEAR**

The fiscal year for the operation of the Association shall be the calendar year, unless and until changed by action of the owners at a duly constituted meeting.

## ARTICLE X LEASING

**SECTION 1** - Liability of any owner under these Bylaws, the Declaration and under the covenants of his deed, shall continue notwithstanding the fact that he may have leased his Private Area for any period of time to another person or persons.

**SECTION 2** - It shall be an express condition of the leasing of any Private Area that lessees thereof read and agree to abide by all of the provisions of the Declaration.

## ARTICLE XI MISCELLANEOUS PROVISIONS

**SECTION 1 - Successors.** Each successive owner of each Private Area shall, upon request, be furnished with a copy of these Bylaws by the Secretary of the Association.

**SECTION 2 - Amendment of the Bylaws.** Subject to the provisions of the Declaration, these By-Laws and any provisions hereof may be amended by the vote or written assent of owners presenting ten percent (10%) of the voting power of the Association.\*

**SECTION 3 - Property Rights and Rights of Enjoyment.** Each member shall be entitled to the use and enjoyment of the Common Areas and facilities, as provided in the Declaration. Any member may delegate his rights of enjoyment in the Common Areas and facilities to members of his family, his tenants, guests or contract purchasers who reside on the property. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

**SECTION 4 - Conflicts.** If there area any conflicts or inconsistencies between the provisions of the Declaration and these Bylaws, the terms and provisions of the Declaration shall prevail. In the event of any conflict between these Bylaws and the mandatory provisions of the laws of the State of Alaska, the latter shall govern and apply.

**SECTION 5 - Applicability.** The provisions of these Bylaws are applicable to the Properties, its operation, occupancy, ownership, maintenance and use and to all present and future owners, members of their family, tenants, guests, agents, employees or licensees and to any other person(s) who may use The Properties in any manner. The acceptance of a deed to any Private Area and/or the entering into occupancy or use of any Private Area in The Properties, shall constitute: (a) an acceptance and ratification of these Bylaws and the Declaration; and (b) an agreement to be bound by and comply with the provisions of these Bylaws and the Declaration, as either may from time to time be supplemented and/or amended.

## **ADOPTION OF BYLAWS**

We, the undersigned, being the first Board of Directors of The Eaglewood Association, Inc., as set forth in the Articles of Incorporation for such corporation, hereby adopt the foregoing Bylaws as the Bylaws of such corporation.

Signed on original document

\* Changed by Amendment to Bylaws for Eaglewood Assoc. Inc. August 1979. Approved by Superior Court Judge Katz ,19 May 1987. Case No. 3AN-86-15272. Civil.