

**BYLAWS  
OF  
BIRCH RUN HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**PLAN OF OWNERSHIP**

Section 1 - Name. The name of the corporation is BIRCH RUN HOMEOWNERS ASSOCIATION, referred to as the "Association". The principal office of the Association shall be located in Anchorage, Alaska.

Section 2 - Bylaws Applicability and Membership. The provisions of these Bylaws are applicable to the Project known as BIRCH RUN HOMEOWNERS ASSOCIATION, located in the Anchorage Alaska, as identified in **Plat No. 95-100** and Declaration recorded in **Book 2979 at Page 440**, Anchorage Recording District, Third Judicial District, State of Alaska. (The term "Project" as used herein shall include the land, the structures and the improvements thereon.) All Owners of Lots in the Project shall be members of the Association. The membership of each Lot Owner shall terminate when he or she ceases to be a Lot Owner and upon the sale, transfer or other disposition of his or her Lot, his or her membership in the Association shall automatically be transferred to the new Lot Owner.

Section 3 - Personal Application. All present or future Lot owners, tenants, guests, invitees, or their employees or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws and in the recorded Declaration of Birch Run Homeowners Association (hereinafter "Declaration"), as well as all rules and regulations of the Association as set forth in the Association's Book of Resolutions.

The mere acquisition or rental of any of the Lots of the Project, or the mere act of occupancy of any of the Lots will signify that these Bylaws are accepted, ratified, and will be followed.

**ARTICLE II**

**VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1 - Voting. Voting shall be on a percentage basis, with the Owner of each Lot entitled to one vote. In the event a Lot is owned by more than one person, those persons owning the Lot must act unanimously to cast the vote allocated to that Lot. Any co-owner may cast the Lot vote, however, in the absence of protest by the remaining co-owner(s). **Notwithstanding anything to the contrary contained herein, only owners of Lots with completed residences as determined by issuance of a certificate of occupancy, shall be entitled to vote.**

Section 2 - Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes in attendance at any meeting of the Owners.

Section 3 - Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a Twenty percent (20%) of the Owners eligible to vote, as defined in Section 1 of this Article, shall constitute a quorum.

Section 4 - Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

Section 1 - Association Responsibilities. The members shall have the responsibility of electing a Board of Directors in accordance with the provisions of Article IV of these Bylaws, approving the annual budget and such other responsibilities as are contained in its Articles of Incorporation or as are not delegated to the Board of Directors. Except as otherwise provided, decisions and resolutions of the members shall require approval by a Majority of Owners.

Section 2 - Place of Meetings. Meetings of the members shall be held at the location of the Project, or such other suitable place in Anchorage, Alaska, convenient to the Owners as may be designated by the Board of Directors.

Section 3 - Annual Meetings. The annual meetings of the Association shall be held on the 1<sup>st</sup> day of October in each and every year or at such other time as established by the Board of Directors. At such meetings, there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The Owners may transact any such business of the Association as may properly come before them.

Section 4 - Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a Majority of Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice, unless by unanimous consent of the owners present, either in person or by proxy.

Section 5 - Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at least ten (10), but not more than sixty (60), days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6 - Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours nor more than thirty (30) days from the time the original meeting was called.

Section 7 - Order of Business. The order of business at all meetings of the Owners of Lots shall be as follows: (a) roll call; (b) proof of notice or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at the annual meeting only); (g) unfinished business; and (h) new business.

Section 8 - Action Without Meeting. Any action, which under the provisions of the Alaska Statutes may be taken at a meeting of the Owners, may be taken without

a meeting if authorized by a writing signed by all of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1 - Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) persons, each of whom shall be the sole Owner or co-Owner of record of a Lot in the Association.

Section 2 - Powers and Duties. The Board of Directors shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided.
- (b) To administer the affairs of the Association and the Project.
- (c) To engage, if desired and subject to the provisions of the Declaration, the services of a Manager, who shall manage and operate the Project and the common elements thereof for all of the Owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve.
- (d) To formulate policies for the administration, management and operation of the Project and the common elements thereof. These policies may be adopted by the Board as resolutions and placed in the Association's Book of Resolutions.
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common elements, and to amend such rules and regulations from time to time. These rules shall be adopted by the Board as resolutions and placed in the Association's Book of Resolutions.
- (f) To provide for the maintenance, repair and replacement of the common elements, and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the Manager.
- (g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Project and the common elements, and to delegate any such powers to the Manager (and any such employees or other personnel who may be the employees of the Manager).
- (h) To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided.
- (i) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a Majority of Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Lot Owners.

(j) To appoint committees of members of the Association (including an Architectural Control Committee, subject to provisions of the Declaration) to overlook and assist in the day-to-day operations of the Project, without any executive powers, specifically in respect to items such as maintenance, security, beautification, public relations, and the welfare of residents.

(k) To exercise all other powers and duties of the Board of Directors or the Association of owners, as referred to in the Uniform Common Interest Ownership Act (AS 34.08) as enacted by the State of Alaska.

Section 3 - Other Duties. In addition to duties imposed by these Bylaws, or by resolutions of the Association, the Board of Directors shall be responsible for the following: (a) care, upkeep and surveillance of the Project and the common elements; (b) collection of all assessments from the Owners; and (c) designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common areas and facilities of the Association.

Section 4 - Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

Section 5 - Election and Term of Office. At the initial meeting of the Board of Directors of Birch Run Homeowners Association at least three (3) individuals will be elected to the to serve an initial term of one (1) year. At subsequent elections, the Director or Directors elected shall serve one-year terms.

Section 6 - Books, Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than three year intervals, shall obtain an independent audit or review of such books and records. A copy of each such audit or review shall be delivered to any member of the Association within thirty (30) days after the completion of such audit, upon written request from such member.

Section 7 - Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8 - Removal of Director. At any regular or special meeting duly called, any one or more of the Directors may be removed, with or without cause, by 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 9 - Organization Meeting. The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at a meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Director(s) in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10 - Regular Meeting. Regular meetings 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 (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11 - Special Meetings. Special meetings of the Board of Directors may be called by the President upon at least twenty-four (24) hours notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place 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 two (2) Directors.

Section 12 - 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 or her 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 13 - 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 is 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.

Section 14 - Action Without Meeting. The Directors shall have the right to take any emergency action in the absence of a meeting. Any such action, if approved by a majority of the Directors at the next meeting, shall have the same effect as though taken at a meeting of the Directors. The Director or Directors shall present a report at this meeting describing the circumstances leading to and outcome of the action taken.

Section 15 - Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. If required, the premiums on such bonds shall be paid by the Association.

Section 16 - Corporate Seal. The Corporation shall not use a Corporate Seal. The President and Secretary are authorized to jointly execute documents on behalf of the Corporation without seal.

## ARTICLE V

### OFFICERS

Section 1 - Designation. The principal officers of the Association shall be a President and Secretary-Treasurer, both of which shall be elected by the Board of Directors. The Directors may appoint separate individuals to serve as Secretary and Treasurer, may appoint a Vice President, may appoint an Assistant Secretary and/or

Assistant Treasurer, and may appoint such other officers as in their judgment may be necessary.

Section 2 - Election of Officers. The officers of the Association shall be elected by the Board of Directors at its annual meeting 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 or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4 - President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may in his or her 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 or her 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 or her by the Board of Directors.

Section 6 - Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident to the office of Secretary.

Section 7 - Treasurer. The office of Treasurer may be combined with the office of the Secretary. The Treasurer shall have 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 or she 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.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

#### Section 1 - Assessments.

(a) All Owners are obligated to pay all regular and special assessments imposed by the Association to meet all Project expenses, as set forth in the Declaration.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

## Section 2 - Maintenance and Repair.

(a) Every Owner must perform promptly all maintenance and repair work within his or her own Lot, which, if omitted, would affect the Project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that said Owner's failure to do may engender.

(b) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through fault of said Owner or persons using the common element under said Owner.

## ARTICLE VII

### AMENDMENTS

These Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Board of Directors, following Notice to all Lot Owners, at any meeting duly called for such purpose.

## ARTICLE VIII

### MORTGAGES AND LEASES

#### Section 1 - Notice to Association.

(a) An Owner who mortgages his or her Lot shall notify the Association or its Managing Agent, if any, in writing, of the name and address of the mortgagee; and the Association shall maintain such information in order to comply with the requirements in the Declaration for giving notice to mortgagees. Any such Owner shall also notify the Association as to the release or discharge of any such mortgage.

(b) An owner who leases his or her Lot shall notify the Association or its Managing Agent, if any, that he or she has leased his or her Lot and shall provide a copy of the lease, the name and address of the tenant(s), and the license number(s) of the tenant(s)' vehicles. The Owner is also responsible for relaying all of the rules and regulations of the Association, including those contained in the Book of Resolutions of the Association, to his or her tenant. The terms and conditions of any tenancy will be in accordance with the Declaration of the Association and, by leasing his or her Lot, the Owner acknowledges and accepts the duties and responsibilities as set forth in said Declaration with regard to the leasing of a Lot.

Section 2 - Notice of Unpaid Assessments. The association shall, at the request of a mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot.

## ARTICLE IX

### CONSTRUCTION OF TERMS

The following terms, as used in these Bylaws, shall have the same definitions as are applied to such terms in the Declaration: "Project", "Condominium", "Common Elements", "Unit" (used interchangeably with "Lot"), "Owner", "Mortgage" and "Mortgagee".

## ARTICLE X

### APPLICABLE LAW

In case any of these Bylaws conflict with any provisions of the laws of the State of Alaska, such conflicting Bylaw shall be null and void, but all other Bylaws shall remain in full force and effect.

## ARTICLE XI

### RULES OF CONDUCT

The rules of conduct of the members of the Association shall be more fully set forth in the Book of Resolutions of the Association. The Book of Resolutions is intended to be used to set in place rules governing the conduct of Association members in such a way that all aspects of community life are addressed and dealt with in an orderly fashion and for the comfort and enjoyment of all Lot Owners. All Lot Owners and their tenants, guests and invitees are bound by the rules of conduct set forth in the Book of Resolution.

## ARTICLE XII

### USE OF PROJECT

All Lots in the Project shall be used only for residential purposes as private dwellings.

All common elements of the Project shall be used for their respective purposes as designed.

Every Owner and occupant shall at all times keep his or her Lot in a strictly clean and sanitary condition, and shall observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all Bylaws, rules, regulations, agreements, decisions and determinations duly made by the Association for the time being applicable to the Project or the use thereof and all restrictions, covenants, conditions and provisions of the Declaration and amendments thereof duly made affecting the Project.

No Owner or occupant shall make or suffer waste or unlawful, improper or offensive use of his or her Lot or the Project or alter or remove any furniture, furnishings or equipment of the common elements.

All owners and occupants shall abide by the rules and regulations of the Book of Resolutions of the Association governing the use of the Project.

## ARTICLE XIII

### INDEMNIFICATION

The Association shall indemnify every Director and officer, and his or her executors and administrators, against all expenses reasonably incurred by or imposed on him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of being or having been a Director or officer of the Association, except in relation to matters as to which he or she shall be finally adjudged

in such action, suit or proceeding to be liable for negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

DATED this 27 day of April, 2000.

RETURN TO:  
SNOW'S MANAGEMENT, INC  
200 W. 34TH AVE, #966  
ANCHORAGE AK 99503

BIRCH RUN HOMEOWNERS ASSOCIATION

By: Kathleen P. Goodwin  
Its Secretary

CERTIFICATE OF SECRETARY/TREASURER

The undersigned, does hereby certify that:

1. I am the duly elected and acting Secretary of BIRCH RUN HOMEOWNERS ASSOCIATION an Alaska Non-Profit Corporation; and

2. The foregoing Bylaws, comprised of nine (9) pages total, constitute the Bylaws of the corporation duly adopted at the meeting of the Board of Directors thereof duly held on March 21, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 27 day of April, 2000.

Kathleen P. Goodwin  
Secretary/Treasurer

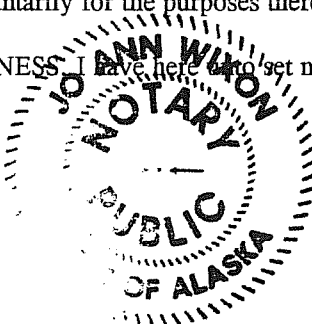
STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT )

019907 39- 2000 AP 28 AM 11:09  
ANCHORAGE  
RECORDING DISTRICT

REQUESTED BY  
Snow's Mgmt. Inc.

THIS IS TO CERTIFY that on this 27 day of April, 2000, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Kathy Goodwin known to be the person described in and who executed the foregoing instrument for and on behalf of Birch Run Homeowners Association; and that she is the Secretary of the Association and that she acknowledged to me that she signed the same freely and voluntarily for the purposes therein mentioned.

IN WITNESS, I have hereunto set my hand and official seal this 27 day of April, 2000, at Anchorage, Alaska.



JoAnn Wixson  
NOTARY PUBLIC in and for ALASKA  
My Commission Expires: 4-29-02