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## State of Alaska

Department of Commerce, Community, and Economic Development  
Corporations, Business, and Professional Licensing

# Certificate of Reinstatement

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**CEDAR ESTATES OWNERS ASSOCIATION**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **September 21, 2015**.

A handwritten signature in cursive script, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner

**BYLAWS**

**OF**

**CEDAR ESTATES OWNERS ASSOCIATION**

**ARTICLE I - INTRODUCTION**

These are the Bylaws of Cedar Estates Owners Association. Initial capitalized terms are defined in Article I of the Declaration for Cedar Estates at Independence Park.

**ARTICLE II - EXECUTIVE BOARD**

**Section 2.1 - Number, Qualification and Election.**

(a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which shall consist of three persons who shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Corporation Laws of the State of Alaska for conducting the election.

(b) The terms of the Directors shall be as established, from time to time, in a resolution of the Unit Owners.

(c) Section 6.6 of the Declaration shall govern appointment of members of the Executive Board during the period of Declarant Control.

(d) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.

**Section 2.2 - Powers and Duties.** The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest

(n) Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by the Declaration or Bylaws;

(r) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their action to the Unit Owners and the Executive Board. However, action taken by a committee may be appealed to the Executive Board by a Unit Owner within 45 days of publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

**Section 2.3 - Standard of Care.** In the performance of their duties, the officers and members of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners.

**Section 2.4 - Additional Limitations.** The Executive Board shall be additionally limited pursuant to Section 20.2 of the Declaration.

**Section 2.5 - Manager.** The Executive Board may employ a manager for the Common Interest Community, at a compensation established by the Executive Board, to perform duties and services authorized by the Executive Board. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Section 2.2, subdivisions (c), (e),

If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

**Section 2.12 - Quorum of Directors.** At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 2.13 - Compensation.** A Director may receive a fee from the Association for acting as a director, as may be set by resolution of the Unit Owners, and may also receive reimbursement for necessary expenses actually incurred in connection with the Director's duties. Directors acting as officers or employees may also be compensated for those duties.

**Section 2.14 - Consent to Corporate Action.** If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file these consents with the minutes of the meetings of the Executive Board.

**Section 2.15 - Telephone Communication in Lieu of Attendance.** A Director may attend a meeting of the Executive Board by using an electronic or telephonic communication method whereby the director may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Executive Board. The Director's vote shall be counted and the presence noted as if that Director were present in person on that particular matter.

### ARTICLE III - UNIT OWNERS

**Section 3.1 - Annual Meeting.** Annual meetings of the Unit Owners shall be held within 90 days after the close of the

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Establish number and term of memberships of the Executive Board (if required and noticed);
- (f) Election of inspectors of election (when required);
- (g) Election of Directors of the Executive Board (when required);
- (h) Ratification of Budget (if required and noticed);
- (i) Unfinished business; and
- (j) New business.

### Section 3.9 - Voting.

(a) If only one of several owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another owner of the Unit.

(b) Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

(c) The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified to vote.

limited to the power to appoint committees from among the Unit Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.5 - Vice President.** The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the president nor the Vice President is able to act, the Executive Board shall appoint some other Director to act in the place of the president on an interim basis. The Vice President shall also perform other duties imposed by the Executive Board or by the President.

**Section 4.6 - Secretary.** The secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. The secretary shall have charge of the Association's books and papers as the Executive Board may direct and shall perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Alaska. The secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.7 - Treasurer.** The treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Executive board and shall perform all the duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Alaska. The treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Executive Board. Except for reserve funds, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Executive

Common Elements contrary to the intent and meaning of the provisions of the Documents. The Executive Board shall not be deemed liable for any manner of trespass by this action; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

**Section 5.2 - Fine for Violation.** By resolution, following Notice and Hearing, the Executive Board may levy fines, as authorized by the Declaration.

#### **ARTICLE VI-INDEMNIFICATION**

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Alaska nonprofit corporation law, the provisions of which are incorporated by reference and made a part of this document.

#### **ARTICLE VII-RECORDS**

**Section 7.1 - Financial Records.** The Association shall maintain a complete set of financial records which shall consist, at a minimum, of a regularly prepared balance sheet and income and expense statement. The cost of record keeping and the review of financial records shall be a Common Expense.

**Section 7.2 - Examination.** All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, any holder of a Security Interest in a Unit or its insurer or guarantor, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

**Section 7.3 - Records.** The Association shall keep the following records:

(a) An account for each Unit, which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment,

(o) A copy of the most current versions of the Declaration, Bylaws, Rules, and resolutions of the Executive Board, along with their exhibits.

**ARTICLE VIII - MISCELLANEOUS**

**Section 8.1 - Notices.** All notices to the Association or the Executive Board shall be delivered to the office of the manager, or, if there is no manager, to the office of the Association, or to such other address as the Executive Board may designate by written notice to all Unit Owners and, upon request, to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to the Owner's address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them in writing to the Association. All notices shall be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

**Section 8.2 - Fiscal Year.** The executive Board shall establish the fiscal year of the Association.

**Section 8.3 - Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 8.4 - Office.** The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

**ARTICLE XI - AMENDMENTS TO BYLAWS**

The Bylaws may be amended only pursuant to the provisions of Article XIII of the Declaration.

**Certified to be the Bylaws adopted by consent of the Directors of Cedar Estates Owners Association and dated this 17th day of February, 1999.**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary



ARTICLE IX - Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, each Lot is restricted to residential use for no more than two Dwelling Units. Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted as accessory uses to the primary residential use. No sign indicating the home professional pursuit may be displayed on a Lot. A single Dwelling Unit is a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more than two (2) overnight occupants per bedroom. Each Dwelling Unit must have at least a one car attached garage and a minimum of twelve hundred (1200) square feet of living area, garage, patio and deck areas not included.

Section 9.2 - Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, the following occupancy restrictions apply to the Lots and the Common Elements.

(a) Living in boats, trailers, motor homes, tents, shacks, or other temporary buildings of any design is expressly prohibited in Cedar Estates.

(b) Trailers or temporary structures for use incidental to the initial construction of a Dwelling Unit on a Lot may be maintained thereon, but shall be removed within one year from the date that the subground construction on a Dwelling Unit first begins or upon completion of the Dwelling Unit, whichever comes first.

(c) Outbuildings, including greenhouses, storage sheds, etc., must be in a style which is compatible with the architectural design of the Dwelling Unit to which it is accessory, as approved by the Executive Board. Outbuildings must be properly sided, painted, and roofed and may not exceed ten (10) feet in height or one hundred (100) square feet in area. In addition, no outbuilding may be constructed in any front yard or in any side yard.

(d) All Lot Owners shall maintain their Lots in a clean and well maintained condition. Trash, garbage, or other waste shall be disposed of only by depositing the same into designated trash containers. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

must be approved by the Executive Board and properly maintained as an attractive addition to the lot. No fence, hedge or shrub planting may interfere with the clear visibility triangle for traffic required by the municipality. Front yard fences shall not exceed thirty-six (36) inches in height. Side yard and rear yard fences shall not exceed six (6) feet in height. Fences constructed in side yards may not extend farther forward than the mid-point of the house. Lot Owners and tenants of Lot Owners shall not damage or remove the fence along Jamestown Drive that is the property of the Association and a Common Element.

(l) No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet advertising the property for sale. Signs used by a builder to advertise the property during the construction and sales period are exempt from this restriction, as is any permanent subdivision sign. All signs shall comply with municipal ordinances applicable to signs.

(m) No nuisances shall be permitted or created within Cedar Estates, nor shall any use be made or practice be maintained by any Lot Owner or tenant of a Lot Owner that shall interfere with the quiet enjoyment of their property by other Lot Owners and residents of Cedar Estates. The Executive Board, after Hearing and Comment, may further refine the definition of "nuisance" in the rules of the Association.

Section 9.3 - Restrictions on Alienation. Neither a Lot nor a Dwelling Unit may be conveyed pursuant to a time-sharing plan. A Lot or a Dwelling Unit may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. A copy of all leases and rental agreements shall be given to the Association. All leases of a Lot or Dwelling Unit shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant, provided that the Association first gives the Lot Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

## ARTICLE X - Additions, Alterations and Improvements

Section 10.1 - Additions, Alterations and Improvements  
Require Executive Board Approval.

(a) Lot Owners and Dwelling Unit tenants may not make any structural addition, exterior structural alteration, or exterior

DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 4

BOOK 728

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Article IV  
Property Rights and Regulations

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3. Nuisance. No noxious or offensive activities (including but not limited to the repair of automobiles) shall be carried on upon the property. No horns, whistles, bells or other sound devices audible outside a unit, except security devices used exclusively to protect the security of the unit and its contents, shall be placed or used in any such unit. No loud noises shall be permitted on the property, and the Executive Committee shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the

BOOK 728

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property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit any illegal act thereon. Each unit owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of the unit.

4. Signs. The Community Association may at any time, place and maintain upon the Community Common Areas such signs as the Community Association may deem necessary for the identification, regulation, or use of the Community Common Areas for the health, safety and general welfare of the owners. The Executive Committee may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with original construction and sale within the property.

5. Hold Harmless and Indemnification. Each owner shall be liable to the Community Association for any damage to the General Common Areas or any equipment thereof which may be sustained by the reason of the negligence of said owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance.

6. Outside Installation. No outside radio pole or clothesline shall be constructed, erected or maintained on the property. No outside television antenna, wiring or installation or air conditioning or other machines shall be installed on the exterior of a building of the project or be allowed to protrude through the walls or roof of the building and no basketball backboards or fixed sports apparatus shall be allowed on the Property except in accordance with standards set by the Design Review Committee.