

**BYLAWS
OF
EAGLE'S NEST CONDOMINIUM ASSOCIATION**

**ARTICLE I
BOARD OF DIRECTORS**

Section 1. **Number and qualifications.**

(a) The affairs of the Association shall be governed by a Board of Directors which shall consist of no less than three (3) persons, all of whom shall be Unit Owner(s) or appointees of the Declarant. The number of Directors may be changed from time to time by amendment to these Bylaws.

(b) The terms of the Directors shall be for three (3) years, but any director may be re-elected any number of times. The Board of Directors shall create a transition plan to determine which Directors shall serve 1, 2 and 3 years to establish staggered terms, after which all Directors shall be elected to regular 3-year terms.

(c) Except as otherwise provided in Section 9 hereof, the Board of Directors shall be elected at the annual meeting by the Unit Owners. The unit Owners may, by resolution, adopt specific procedures for conducting the election of members of the Board. The Board of Directors shall elect the officers.

Section 2. **Powers.** The powers of the Board of Directors are set forth in Article 24 of the Declaration.

Section 3. **Standard of care.** In the performance of their duties, the officers and members of the Board of Directors are required to exercise the care required of fiduciaries of the Unit Owners.

Section 4. **Removal.** Except as otherwise provided in Section 9 hereof, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present may remove any Director with or without cause.

Section 5. **Vacancies.** Except as otherwise provided in Section 9 hereof, vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Board of Directors, by a vote of a majority of the Board of Directors, even though the Directors present at such meeting may constitute less than a quorum.

Section 6. **Regular Meeting.** The regular meeting of the Board of Directors shall be held immediately after the annual meeting of the Unit Owners. No notice is necessary for such other regular meeting.

Section 7. **Quorum.** At all meetings of the Board of Directors, a majority of the members of the Board of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board.

Section 8. **Special Meetings.** Special meetings of the Board of directors may be called by the President or by a majority of the Directors on at least 24 hours notice to each Director. The notice shall be hand delivered or mailed, or sent by email to the email address designated by the Unit Owner and shall state the time, place and purpose of the meeting.

Section 9. **Declarant Control.** During the period of Declarant Control, Declarant shall appoint and remove members of the Board of Directors as permitted by the Declaration and the Act. A director appointed by Declarant shall not be removed by a vote of the Unit Owners. At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the association has not done so after the time Unit Owners other than the Declarant are entitled to elect a director.

ARTICLE II **OWNERS**

Section 1. **Annual Meetings.** Annual meetings of the unit owners shall be held in December unless otherwise determined by the Board of Directors. At such meetings, the Board of Directors shall be elected and other business which properly comes before the unit owners may be transacted.

Section 2. **Special Meetings.** Special meetings of the Unit Owners may be called at any time by the President or by the Board of Directors, or upon written request of the Unit Owners who are entitled to vote one-fifth (1/5) of the votes in the Association. Notice shall be given according to Declaration 24.4

Section 3. **Budget Meetings.** Notices of meetings at which a budget for the Association is to voted on will include a summary of the proposed budget, and shall set a date for the meeting, which is not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at such budget meetings a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners approve a new budget.

Section 4. **Place of Meetings.** Meetings shall be held at the place designated in the notices of meetings provided by the Board of Directors.

Section 5. **Quorum.** Except as otherwise provided herein, Unit Owners present in person or by proxy, but not less than one-tenth (1/10) of the votes of the Association, shall constitute a quorum at any meeting of Unit Owners. If a quorum is present, a vote of the majority of votes represented shall be binding on all Unit Owners unless a higher percentage is required in the Declaration, these Bylaws, or by the Act.

Section 6. **Notice of Meetings.** All meetings of the Association shall be noticed not less than ten (10) nor more than sixty (60) days in advance of a meeting. The secretary or other officer specified in the Bylaws shall cause notice to be sent by pre-paid United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner, or sent by email to the email address designated by the Unit Owner. No action shall be adopted at a meeting of the Association except as stated in the notice.

ARTICLE III OFFICERS

Section 1. **Election and Removal.** The officers shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed, either with or without cause, by the affirmative vote of the Board of Directors and his or her successor may be elected at any meeting of the Board.

Section 2. **Duties.** The officers and their duties are as follows:

(a) President – The President shall preside over all meetings of the Unit Owners and the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of a president of a non-stock/non-profit corporation organized under the laws of the State of Alaska. The President, as attested by the Secretary, may cause to be prepared and may execute amendments to the Declaration and Bylaws on behalf of the Association.

(b) Vice-President – The Vice-President shall take the place of the President and perform his duties whenever the President is absent or unable to act.

(c) Secretary – The Secretary shall keep and record minutes of meetings of the Unit Owners and the Board of Directors and shall in general perform all duties incident to the offices of secretary of a non-stock/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.

(d) Treasurer - The Treasurer shall coordinate financial information with the HOA accountant who has charge of such books and papers as the Board of Directors directs, and shall in general perform all duties incident to the office of treasurer of a non-stock/non-profit corporation organized under the laws of the State of Alaska.

(e) Director – A Director elected to the Board of Directors who does not hold an office shall participate in meetings and discussions, and vote on motions before the Board.

Section 3. **Compensation.** An officer may receive a fee from the Association for acting as such, as may be set by the Board of Directors and reimbursement for necessary expenses actually incurred in connection with his or her duties.

ARTICLE IV **INDEMNIFICATION**

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in AS 10.20.051(b) and AS 10 20.011(14), the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE V **VOTING**

Section 1. **General.** If only one of several owners of a unit is present at a meeting of the association, the owner present is entitled to cast] the vote allocated to the unit. If more than one of the owners are present, the vote 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. Votes allocated to Units owned by the Association may not be cast.

Section 2. **Proxies.** The vote 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, only one owner of the Unit may vote but each owner may register protest to the casting of the vote by the other owners of the Unit through a duly executed proxy. A proxy given under this Section may be executed or revoked only in writing to the HOA Board of Directors email or through the USPS to the HOA address. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term and does not bind the purchaser of a Unit owned by the proxy's grantor.

ARTICLE VI
GENERAL

Section 1. **Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. **Amendment.** These Bylaws may be amended, at a regular or special meeting by the Unit Owners, by a vote of a majority of a quorum of Unit Owners present in person or by proxy, except as otherwise provided by the Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. **Resale Certificates.** The treasurer or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Subsection 34.08.590 of the Act and statements of unpaid assessments in accordance with Subsection 34.08.470(h) of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board of Directors. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

Section 4. **Capitalized Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to them in the Declaration for Eagle's Nest Condominiums.

Section 5. **Owner Contact Information.** Owners must notify the Board of Directors of any change in their contact information. This includes physical address, phone numbers and email addresses. In addition, each Owner must provide an emergency contact that will give the Board of Directors immediate access to his/her unit. (Refer to Declaration 9.5.)

ARTICLE VII
RULES AND FINES

A schedule of rules for a positive property environment shall attach to these Bylaws. Rules, procedures for enforcement, and fines may be revised by the Board of Directors at any meeting for which Unit Owners have been given notice of the proposed changes.

Adopted July 9, 2004
Jeff Ballek, President

Amended April 20, 2016
Michael Thomas President

Amended December 3, 2019
Daphne Hofschulte, President

Amended August 21, 2020
Daphne Hofschulte, President

**RULES FOR A POSITIVE PROPERTY ENVIRONMENT
FOR
EAGLE'S NEST CONDOMINIUM ASSOCIATION**

Section 1. **Storage.**

- (a) Storage buildings may be placed only within a privacy fenced area, and must get advanced approval from the Board of Directors' regarding size, structural design and materials.

- (b) Other than a gas/propane grill, deck or patio furniture, or decorative items, all personal items must be shielded from public view by privacy fence. These other items are allowed in view outside of a privacy fence only for short-term use. Privacy fences being installed shall be of the chain link style, 5 feet in height (or of a height to match an existing fence already attached to the building), follow the rear or side unit boundaries and be slatted in a color to match other fences in the complex.

Section 2. **Safety.**

- (a) Streets and cul-de-sac's are vehicle driving areas. Toys, games or other items of play are prohibited in these areas.

- (b) Owner vehicles shall be parked only in the owner's parking spaces or the vehicle shared parking areas, and shall not be parked along streets.

- (c) Owners are required to provide enclosures for their pets in compliance with Sections 11.2, 11.3 and 11.6 of the Declaration. Owners of pets are not allowed to use common areas for pets to deposit waste or for disposal of pet waste.

- (d) No fires other than gas/propane grills are allowed on any Eagle's Nest property.

- (e) All outdoor cooking appliances (Grills etc.) shall be located only on the rear or side deck area of the unit. The upper balcony may never be used for this purpose. All outdoor cooking devices shall be of gas (propane) and no charcoal fuels are allowed.

Section 3. **Shared Parking Area.**

- (a) Other than short-term parking, owner/tenant vehicles shall be parked only in the owner's parking spaces or by permit in the vehicle shared parking area. Vehicles shall not be parked on grass or gravel areas, along streets or in cul-de-sacs. Owners may request exceptions to these restrictions from the Board of Directors. Guests may use the shared parking area on a first come-first served basis.
- (b) Use of shared parking for storage of vehicles not in regular use is prohibited.
- (c) Trailers or vans, such as moving vans and trucks, delivery trucks, maintenance work vans and/or trucks are not allowed on Eagle's Nest property other than for short-term loading/unloading/repairs. Owners/tenants who drive work vehicles, which are classified as commercial type vehicles, i.e., GVEA panel vans and pickups, may park that vehicle in front of their unit as required for transportation to and from work.
- (d) Each unit that desires more than the 2 parking spaces immediately in front of the unit may acquire a parking permit tag. Hanging parking permit tags may be acquired for \$25/month for a minimum of 3 months. Tags must be hung from the review mirror when the vehicle is in the parking area. Contact the Board of Directors to acquire a permit. When the permit is no longer wanted, it will be returned to the HOA.

Section 4. **Business Prohibited.**

- (a) No signs promoting business may be posted on Eagle's Nest property.
- (b) Business activity leading to traffic by non-owners or non-residents is prohibited.
- (c) Owners may apply to the Board of Directors to schedule a "moving sale" for themselves or their tenants for not more than two (2) consecutive weekends provided it does not unreasonably disturb Unit Owner's rights. Moving Sale signs may be displayed only during the weekends of the sale.

Section 5. **Appearances.**

- (a) No graffiti or defacement of any property located at Eagle's Nest is allowed.
- (b) Toys, yard tools and other personal items shall be out of sight each evening.
- (c) Garbage containers shall be out of sight except when commercial pick-up is scheduled.
- (d) Windows or doors shall not be covered with insulation showing manufacturers' lettering, sagging or broken coverings, or other unsightly coverings.
- (e) Owners and/or residents are to maintain yards in compliance with Section 9.3 of the Declaration to standards set by the Board. All edges and borders to buildings are to be trimmed to maintain an attractive appearance-

Section 6. **Noise.**

- (a) Only normal or usual vehicle noise is allowed. Revving engines or squealing tires is prohibited.
- (b) Only quiet outdoor activities are allowed before 8am or after 10pm unless given permission by the Board.

Section 7. **Compliance and Fines.**

- (a) Any owner or resident may notify any member of the Board of Directors of a possible violation of HOA Declarations, Bylaws or rules. The Board shall investigate promptly, take action if warranted and notify the complainant of its decision.
- (b) Official notice of a violation of the Declaration, Bylaws or Rules of Eagle Nest Condominiums by any resident shall be sent by the Secretary of the Board of Directors to the appropriate Unit Owner.
- (c) Fines for Violations:
 - 1st occurrence - Written Warning
 - 2nd occurrence - \$25 Fine
 - 3rd occurrence - Additional \$50 fine
 - 4th occurrence – Additional \$100 fine
 - \$100 for every month thereafter that the violation exists.There will be a 10 day time frame between warnings to allow time for compliance. All fines paid by the Unit Owner ~~or Resident~~ will be deposited into the Association reserve fund.
- (d) The Secretary is directed to prepare and provide an updated copy of the Amended 12-3-19 Bylaws and Rules to all unit owners. All previous copies of Bylaws, Fine Schedules or Letters of Rules are no longer in effect and should be destroyed.

Adopted April 20, 2016
Michael Thomas, President

Amended August 14, 2018
Robert Carr, President

Reaffirmed June 11, 2019
Daphne Hofschulte, President

Amended December 3, 2019
Daphne Hofschulte, President