

BYLAWS
OF
TURNAGAIN VIEW ESTATES
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
APPLICABILITY OF BYLAWS

Applicability of Bylaws. The provisions of these Bylaws are applicable to Lots 2, 3, 4, 5, 7, 9, 10, 12, 13, 14, 15, 16, Block 2, Phase 1A, and Lots 20, 23, 24, Block 2, Phase 2A, Turnagain View Estates, located in the E 1/4 of Section 28, T12N, R3W, Seward Meridian, Alaska ("Lot(s)") which include the land and all the structures and improvements located thereon. All present and future Homeowners, tenants and occupants of any aforementioned Lot are subject to these Bylaws. Acquisition, lease, rental or occupancy of any of the aforementioned Lots shall signify that these Bylaws are accepted and ratified and shall be complied with by the occupant.

ARTICLE II
ASSOCIATION OF HOMEOWNERS

Section 1. Membership. All Homeowners of aforementioned Lots shall constitute the TURNAGAIN VIEW ESTATES HOMEOWNERS ASSOCIATION, INC., herein called "The Association". The Owner upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such aforementioned Lot ceases for any reason.

Section 2. Register of Members. The Board shall cause a register to be kept containing the names and addresses of all members of the Association. Members of the Association who sell or convey their interest in a aforementioned Lot shall promptly report to the Board of Directors the name and address of their successor in interest. A member of the Association, shall upon request, furnish the Board with a copy of any document under which he obtained ownership of a aforementioned Lot, or any interest therein, and any documents creating a security interest in such aforementioned Lot.

Section 3. Responsibilities. The Association, through the Board of Directors, shall have the responsibility of enforcing the purposes of the corporation as set forth in the Articles of Incorporation and enforcing the building and land use restrictions of Turnagain View Estates Subdivision.

Section 4. Place of Meetings. Meetings of the Association shall be held at one of the homes located in Turnagain View Estates or in such suitable place convenient to the Homeowners as may be designated by the Board of Directors by written notice to the members.

Section 5. Annual Meetings. The annual meetings of Homeowners shall be held between the 1st and 31st day of January. At the meeting, the Homeowners shall elect by ballot a Board of Directors in accordance with the provisions of Section 5 of Article III of these Bylaws and may also transact such other business of the Association as may properly come before them.

Section 6. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or upon the call of Homeowners having at least forty percent (40%) of the Homeowners. Special meetings shall be called for the purpose of considering any expenditures of more than FIVE HUNDRED DOLLARS (\$500.00).

Section 7. Notice of Meetings. The Secretary shall at least seven (7) days, but no more than thirty (30) days, before the date set for each annual and special meeting give written notice thereof to each owner according to the Association's record of ownership, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by leaving the same with the Owner personally or (b) by leaving the same at the Homeowner's residence or usual place of business, or (c) by mailing it, postage prepaid, addressed to the Homeowner's address as it appears on the record of ownership of the Association. If notice is given pursuant to the provisions of this section, the failure of any Owner to receive actual notice of such meeting shall in no way invalidate the meeting or any proceedings thereat. The presence of any Owner in person or by proxy at any meeting shall be deemed a waiver of any required notice as to such Owner unless such Owner shall at the opening thereof object to the holding of such meeting for noncompliance with the provisions of this section.

Any institutional holder of a first mortgage on a aforementioned Lot will, upon request, be entitled to written notice of all meetings and is entitled to attend (by agent, employee, or other designee) all such meetings.

Section 8. Quorum. The presence at any semi-annual meeting in person or by proxy of ten percent (10%) of the Homeowners as herein defined shall constitute a quorum. The vote of a majority of the quorum present at any meeting shall be binding upon the Association except as otherwise provided herein. At special meetings there shall be no quorum, however, any business shall not be deemed to be the act of the Association

unless the vote on the subject matter is the act of the majority of the absolute number of the membership.

Section 9. Voting. There shall be one vote per improved aforementioned Lot on each matter submitted to a vote of the members. No expulsion of members or cancellation of voting rights shall be permitted. Ownership of an improved aforementioned Lot (not occupancy) will determine voting rights. Voting rights shall be granted only to those Homeowners with improved properties. An administrator, executor, guardian or trustee may vote in person or by proxy at any meeting of the Association the vote for any aforementioned Lot owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such aforementioned Lot in such capacity. In the event the aforementioned Lot is owned by more than one person, firm, corporation, trustor, or combination thereof, they must act unanimously to cast the vote allocated to the aforementioned Lot. Anything herein to the contrary notwithstanding, an Owner owning more than one aforementioned Lot shall be entitled to a vote equivalent to the number of aforementioned Lots owned.

Section 10. Proxies. Votes may be cast in person or by proxy of the Homeowner as shown by the record of ownership of the Association. The authority given by any Homeowner to another person to represent him at meetings of the Association shall be in writing, signed by such Homeowner and filed with the Secretary, and shall continue for eleven (11) months or until revoked, whichever occurs earliest.

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 the Homeowners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such 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. Action Without Meeting. Any action, which under the provisions of the Alaska Statutes may be taken at a meeting of the Homeowners, may be taken without a meeting if authorized by a writing signed by all of the Homeowners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

Section 13. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.

- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.

Section 14. Books and Records. Any Homeowner or institutional holder of a first mortgage on a aforementioned Lot shall, upon request, be entitled to inspect the books and records of the Association during the normal business hours.

Section 15. Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Roberts Rules of Order, Revised.

Section 16. Complaints and Official Business. Any complaints and all official business shall be transmitted in writing, emergencies excepted, and such written business shall be submitted to the Board through the President if available, and the Secretary if the President is not available. The Board of Directors shall answer all official matters submitted to it in writing after it has acted upon it at the next regular meeting of the Board.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualifications. The direction and administration of the Project and the affairs of the Association shall be vested in a Board of Directors (hereinafter "Board") composed of three (3) persons, who shall be elected as hereinafter provided. Each member of the Board shall be one of the Homeowners; provided, however, that, in the event an Homeowner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer, shareholder or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things therefor as are not by law, by the Articles of Incorporation or by these Bylaws, directed to be exercised and done only by the Homeowners. In addition to powers and duties conferred by these Bylaws, the Articles of Incorporation or resolutions of the Association, the Board shall be responsible for, but not limited to, the following:

- (a) Enforcement of the covenants contained in the instruments described in Article II above; and
- (b) Establishment and collection of monthly assessments and special assessments against the Homeowners for expenses; and
- (c) Appointment and dismissal of any personnel necessary for operation of the Association; and
- (d) Execution of contracts within the scope of their duties and powers; and
- (e) Administration, interpretation and enforcement of the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Articles of Incorporation and Bylaws; and
- (f) Establishment, and enforcement of such reasonable rules and regulations as may be necessary with the right to amend same from time to time; and
- (g) Purchase, maintenance and replacement of any equipment and services required by the Association; and
- (h) Protection and defense of the Association from loss and damage by suit or otherwise; and
- (i) Borrowing of funds and execution of all such instruments evidencing such indebtedness. Any such indebtedness shall be the several obligation of all the Homeowners in equal proportions; and
- (j) Purchase and maintenance at all times of all policies of casualty and liability insurance with respect to the Association required by these Bylaws and such other insurance and bonds as may be provided by these Bylaws or authorized by the Board; and
- (k) Custody of all funds of the Association, and maintenance of full and accurate books of account and records of said funds; and

(l) Arbitration of disputes between Homeowners; and

(m) In general to do all of those things necessary and reasonable in order to carry out the functions of the Association.

Section 3. Managing Agent. The Board of Directors may employ professional management, in the form of a responsible Alaska firm, to manage and control the Association at such compensation and with such administrative powers and duties as the Board may establish and delegate.

Section 4. Representation. The President or Managing Agent, subject to the direction of the Board of Directors, shall represent the Association or any two or more Homeowners, similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, and on behalf of the Association or Homeowners, may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any Homeowners individually to appear, sue or be sued.

Section 5. Election and Term. At each annual meeting of the Homeowners, the Homeowners shall, by a vote of a majority of the Homeowners present at such meeting, elect the Board of Directors or Director for the ensuing term. The vote shall not be cumulative. The directors, except as otherwise in these Bylaws provided, shall hold office for a period of one (1) year until their respective successors shall have been elected, and the term of each such director shall begin immediately after his or her election.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any director, or his continuous absence from the State of Alaska for more than six (6) months, missing two consecutive meetings, or his ceasing to be the sole Homeowner or Co-Homeowner shall cause his office to become vacant.

Section 7. Removal of Directors. At any regular meeting or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by vote of a majority of Homeowners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Homeowners shall be given an opportunity to be heard at such meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken. A director may not be an employee of the Association.

Section 9. Regular Meetings. Regular meetings of the Board shall be held immediately after, and at the same place as, the annual meetings of the Homeowners. The regular meeting held after the annual meeting shall be the annual meeting of the Board of Directors. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 11. 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 to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 12. Quorum of Board. At all meetings of the Board of Directors a majority of the total number of directors established by these Bylaws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers, employees and agents of the Association handling or responsible for its funds, furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV
OFFICERS

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

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

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

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

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable affects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

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

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

Section 9. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice President and by the Secretary/Treasurer.

ARTICLE V TAXES AND ASSESSMENTS

Section 1. Obligation. All Homeowners shall be obligated to pay the estimated assessments imposed by the Board of Directors to meet the expenses of maintenance, operation and management of the Association as set forth herein. The assessment for the Association provided for herein shall commence as of the first day of the month following the adoption of these Bylaws. The Board may establish any reasonable system for collection periodically of the assessments, in advance or arrears, as deemed desirable. Each assessment, in addition to constituting a lien as provided for herein, shall also be, together with interest, costs and actual attorney's fees as hereinafter provided, the personal obligation of the person who was the Homeowner of the aforementioned Lot against which the assessment is made at the time the assessment fell due. No Homeowner may exempt himself or herself from liability for the assessment by abandonment or waiver of the use or enjoyment of the Association property.

Section 2. Annual Assessment. Assessments for the estimated expenses computed on an annual basis shall be made by the Board and shall be payable as determined by the Board of Directors. Assessments made shall be based upon the estimated expenses of management, taxes and special assessments unless

separately assessed, insurance premiums for insurance coverage as deemed desirable or necessary by the Board, repairs and renovations, utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Board or Managing Agent under or by reason of these Bylaws, payment of any deficit remaining from a previous assessment period, and other costs incurred for the benefit of the Association's property. The omission or failure of the Board to fix the assessments for any assessment period shall not be deemed a waiver, modification or release of the Homeowners from their obligation to pay the same. The Board shall have the right, but not the obligation, to make refunds of any assessments in excess of the actual expenses incurred prior to the end of the calendar year or credit such excess against the following year's annual assessment.

Section 3. Assessments and Taxation. Each aforementioned Lot shall be assessed and taxed separately for all taxes, assessments, and other charges of the State of Alaska, or any political subdivision, or any special improvement district, or any other tax assessing authority, including without limitation, special ad valorem levies and special assessments. No forfeiture or sale of any aforementioned Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other aforementioned Lot.

First mortgagees of any aforementioned Lot Homeowner may, jointly or separately pay taxes or other charges which are in default and which may or have become charges against any Association property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Association property and the first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of aforementioned Lots in the Association duly executed by the Association, and an original or certified copy of such agreement shall be possessed by the Homeowner.

It is the duty of the Board of Directors to levy and enforce collection of annual assessments payable monthly on the first day of each month. Failure of the Association to give timely notice of any assessment shall not affect the liability of the Homeowner for such assessment. There shall accrue with each delinquent assessment, a reasonable late charge in an amount to be determined by the Board of Directors, if not paid by the fifteenth day of the month in which it becomes due. Where an Homeowner defaults on any single installment of the annual assessment, the Board of Directors may, at its option, declare that the remaining unpaid installments for the year's assessments are due and payable in full.

Section 4. Assessment Lien. All sums assessed, but unpaid, for the share of Association expenses or special assessments chargeable to any aforementioned Lot shall constitute a lien on such aforementioned Lot superior to all other liens and encumbrances except (a) tax and special assessment liens on the aforementioned Lot in favor of a taxing authority and (b) all sums unpaid first mortgage of record on the date the monthly installment or other assessment became due. A lien under this section is also prior to all security interests described in (b) above if the assessments based on the periodic budget adopted by the Association would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien. Such lien for assessment shall attach from the due date of the assessment. The lien may be enforced by foreclosure of the defaulting Homeowner's aforementioned Lot by the Association in the manner for foreclosing a mortgage on real property upon recording of a notice for claim thereof. The Association may also foreclose the lien by a power of sale, or other nonjudicial foreclosure procedure provided for by the laws of the State of Alaska. In the event of any such foreclosure, the Homeowner shall be liable for the amount of unpaid assessments, any penalties thereon, the cost and expenses of such proceedings, and all actual attorney's fees in connection therewith. Suit to recover any judgment for any unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same.

Section 5. Foreclosure Sale. Any foreclosure sale provided for above is to be conducted by the Board of Directors, its attorney or other persons authorized by the Board in accordance with the provisions of AS 34.20.070 et. seq. applicable to the exercise of power of sales in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the aforementioned Lot at a foreclosure sale, and to acquire, hold, lease, mortgage, and convey the same.

Section 6. Annual Audit. Any institutional holder of a first mortgage on a aforementioned Lot will, upon request, be entitled to receive an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association.

Section 7. Personal Liability of Purchaser for Assessments. If the institutional holder of a first mortgage or other purchasers of a aforementioned Lot obtains possession of the aforementioned Lot as a result of foreclosure of the mortgage, or by deed of assignment in lieu of foreclosure, the possessor, his successors and assigns are not liable for the share of Association's expenses chargeable to the aforementioned Lot which became due before his possession. This unpaid share of

the expenses is an expense collectible, equally, from all of the Homeowners, including the possessor, his successors and assigns.

Section 8. Conveyance-Liability of Grantor and Grantee for Unpaid Expense Assessments. In a voluntary conveyance, the Grantee of a aforementioned Lot shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of the expenses up to the time of the Grantor's conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the Grantor and such grantee shall neither be liable for, nor shall the aforementioned Lot conveyed by subject to a lien for, any unpaid assessment against the Grantor in excess of the amount therein set forth.

Section 9. Labor and Material Liens. No labor performed or materials furnished for use in connection with any aforementioned Lot with the consent of, or at the request of, an Homeowner, or his agent, or subcontractor thereof, shall create any rights against any other aforementioned Lot or against any interest in the Association's property. Each Homeowner shall indemnify and hold harmless the other Homeowners from and against liability or loss arising from the claim of any lien against the Association's property, or any part thereof, for labor performed, or for materials furnished on or for such aforementioned Lot. No labor performed or materials furnished for use in connection with any construction on aforementioned Lots, or the Association's property shall create any rights against any other aforementioned Lot.

ARTICLE VI HANDLING OF FUNDS

Section 1. Accounts. The Association shall establish the necessary funds or accounts to properly provide for the operation and maintenance of the Association. Overall superintendence of these funds shall be the responsibility of the Treasurer of the Association. The Treasurer shall administer the various accounts in such a way that the funds are secure and that signature cards at the various institutions containing the funds are up to date.

ARTICLE VII AMENDMENTS OF BYLAWS

Section 1. Procedure. These Bylaws may be amended in any respect not inconsistent with any provisions of law or the Articles of Incorporation by the affirmative vote of a majority of the members of the Board of Directors at a meeting duly called for such purpose.

ARTICLE VIII
FISCAL YEAR

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE IX
COMPLIANCE

Section 1. Subordination. These Bylaws are subordinate and subject to the provisions of the Articles of Incorporation and all amendments thereto. If any of these Bylaws conflict with any provision of the statutes, the provisions of the statute will apply.

Section 2. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provisions hereof which can be given effect.

Section 3. Nonprofit Corporation. This Association is not organized for profit. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Homeowners.

ADOPTION OF BYLAWS

We, the undersigned Board of Directors of the TURNAGAIN VIEW ESTATES HOMEOWNERS ASSOCIATION, INC., as set forth in the Articles of Incorporation for such corporation, hereby adopt the foregoing Bylaws as the Bylaws of such corporation, this ____ day of _____, 19__.

TURNAGAIN VIEW ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: _____

By: _____

By: _____

Directors to conduct or engage in any active business for profit on behalf of any or all of the Owners.

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We, the undersigned Board of Directors of the TURNAGAIN VIEW ESTATES OWNERS ASSOCIATION, INC., as set forth in the Articles of Incorporation for such corporation, hereby adopt the foregoing Bylaws as the Bylaws of such corporation, this 25 day of April, 1994.

TURNAGAIN VIEW ESTATES OWNERS ASSOCIATION, INC.

By: Ann Scully

By: James C. [unclear]

By: Dorothy [unclear]