

ANCHORAGE By-Laws

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AMENDED BY-LAWS ANCHORAGE COMMUNITY ASSOCIATION

As amended September 22, 2023

Article I – Name & Purpose

Section One – Name

The name of this organization is the Anchorage Community Association, located in Anne Arundel County, Maryland and hereafter referred to as the Community Association.

Section Two – Purpose

The purpose of this Community Association is to own, maintain and manage the community property and improvement's belonging to the Community Association and generally to run the affairs of the community in the best interests of the membership.

Article II – Memberships and Election Thereto

Section One – Family Unit

A family unit, for the purposes of these By-Laws, shall include all persons residing in the same housing unit. For the purposes of these By-Laws, Tenant is defined as one who rents or leases a housing unit or a portion thereof.

Section Two – Classes of Community Members

- a. Resident Community Members - This class shall consist of a family unit which owns and resides in a housing unit in the community known as Anchorage, (platted as Beale Manor on Plat No. 1305, Book No. 25, Folio 43, and on Plat No. 2130, Book No. 39, Folio 5, recorded among the Land Records of Anne Arundel County).
- b. Non-Resident Community Members - This class shall consist of a family unit which owns a housing unit in the community known as Anchorage but does not reside in that home.
- c. Special Community Members - This class shall consist of a family unit other than as defined above and which resides as a Tenant in the community known as Anchorage.

Section Three – Community Membership

Upon the purchase of a lot in Anchorage, the purchaser automatically becomes a Member, according to the Class defined in Section Two above, of the Community Association and agrees to be subject to the Declarations of Restrictions and By-Laws, and all amendments thereto and lawfully adopted rules and policies of the Community Association in accordance with the Declarations of Restrictions of record.

Article III – Community Member Rights and Responsibilities

Section One – In Good Standing

For the purposes of these By-Laws, "in good standing" shall be interpreted to mean that the owner(s) of record of a dues-liaible parcel of real property in the Anchorage community is not delinquent in dues payable to the Community Association.

Section Two – Membership Voting

- a. Voting privilege shall be distributed at the rate of two (2) votes per dues-liaible parcel, whose owner(s) are in good standing, and shall be exercised by the owner(s), or by means of proxy, by the owner(s) agent.
- b. In the event that the vote of a dues-liaible parcel is represented by one (1) owner only, this one owner may exercise the voting privilege of the absentee owner without the need of his or her proxy.

Section Three – Proxies

Proxies given shall adhere to the following basic format:

1. Indicate the effective dates of said proxy.
2. Indicate the number of votes, one (1) or two (2), associated with said proxy.
3. Indicate the person authorized to execute said proxy.
4. Indicate the address of the dues-liaible parcel for which said proxy has been given.
5. Signed by at least one owner if two (2) votes have been, specified. Signed by the specific owner if one (1) vote has been specified. A proxy must be presented at a meeting by the holder of said proxy in order to exercise the voting privilege associated herewith.

A proxy form adhering to the above format is available to all community Members through the Community Association's website, hard copies mailed in advance of any Community Meeting involving voting, or upon request from a Community Executive Board member.

Section Four – Use of Community Property and Facilities

Only Members residing in the Anchorage community in good standing within the Community Association and their guests shall have use of the Community Association-owned property and facilities, which must be used in conformance with specific facility rules. Use of the Community's facilities may be denied to any person, including community Members, who fail to abide by the published By-Laws, Declaration of Restrictions, and current rules adopted by the Community Association.

Section Five – Election to Office

Only Resident Community Members, in good standing, shall be entitled to hold office, either as a Director or an Officer of the Community Association.

Section Six – Duration of Membership

Membership in the Community Association shall continue until the sale of a resident or non-

resident community member's property in the community known as Anchorage or the vacating, as a tenant, of premises in Anchorage. Membership shall be non-transferable and non-assignable.

Section Seven – Financial Responsibility

Adult member(s) shall be held responsible for the conduct of themselves, their children, animals, dependents, other members of the family unit, and guests. If the conduct of one of the aforementioned persons results in damage to the Community Association's property, the Member(s) shall be liable to the Community Association for whatever damages are incurred.

Article IV – Membership Meetings

Section One – Annual Community Meeting

- a. **Yearly Meeting** - An annual community meeting of community Members shall be held each year in November on a date and hour as designated by the Community Executive Board. This meeting may be held any place in Anne Arundel County as designated by the Community Executive Board. Annual Community meetings may be held in-person, by teleconference, virtually or by some combination thereof.
- b. **Nominations** - A nominating committee appointed by the community President shall be comprised of not less than two (2) of the officers and not less than two (2) of the directors from the Community Executive Board. This committee shall nominate a slate of officers and directors from the eligible membership and distribute those nominations to all eligible members no later than twenty (20) days prior to the annual community meeting. This slate shall be presented at the annual meeting and shall be included in the notice of the annual meeting. In addition, nominations for officers and directors from the floor will be accepted during the course of the annual community meeting.
- c. **Eligible Membership List** - For the use of the Nominating Committee, the membership books will be closed September 30th. The treasurer will then make up a list of all Members in good standing, eligible to hold an office, and deliver this list to the President by the 10th day of October.

Section Two – Quorum at Community Meetings

Voting representation of twenty (20) percent of the dues-liaible parcels shall constitute a quorum at all meetings of the Community Association for the transaction of business except as otherwise provided by these By-Laws. If a quorum is not present, an adjournment shall be taken to a date not less than fifteen (15) or more than thirty (30) days thereafter, and the voting representation present at any such later meeting shall constitute a quorum, regardless of the number of voting members present. The same notice shall be given for the later meeting as is prescribed in these By-Laws for the original community meeting; except, it shall be noted that this is a second meeting, when such is the case, and that the voting members present at any such second community meeting shall constitute a quorum.

Section Three – Special Community Meetings

- a. **Calling** - Special community meetings may be called by the Community Executive Board, the

President or by voting representatives of one-third (1/3) of the dues liable parcels presenting a signed petition to the Community Executive Board. Each signatory, upon signing the petition, shall append the date of the signing. The period allowed for the circulation of the petition shall be limited to thirty (30) days; the origination date of the petition and the specific purpose of the special meeting shall be so stated therein. For the purpose of orderly business practices, a copy of the proposed petition shall be filed with the Community Executive Board or its designated agent on or before its first day of circulation. Each petition shall identify in the text a designated representative through whom the Community Executive Board may deal. A special meeting called by petition must be held within thirty (30) days from the date of receipt of the valid petition by the Community Executive Board. Validity shall be determined by the Community Executive Board, and the petitioners designated representative shall be advised within fifteen (15) days.

- b. **Special Meeting** - The meeting shall be called in accordance with Section Five below.
- c. **Quorum** - A quorum for a special community meeting shall be as defined in Section Two above.

Section Four – Plurality Vote Controlling

When a quorum is present at any annual community meeting or special community meeting, a plurality vote shall decide any question brought before such meeting unless the question is one which, by express provision of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section Five – Notice of Community Meetings

Community Members shall be notified in writing of the date, place and hour of any community meeting not less than fifteen (15) days prior to the date of such meeting, by or at the direction of the President or the Community Executive Board. When required by statute or by these By-Laws, the purpose for which the community meeting is called shall be stated in the written notice of said meeting. In the case of a special community meeting those items for which the special community meeting was called shall be the only order of business. All community members will be notified of the date, hour and location of any community meeting through the Community's Association's web site, email, and hard copy distributions of a community newsletter. In the case of community meetings at which a vote will be taken, community members will also receive notices of such meetings by mail.

Article V – Voting Procedure

Section One - Method where Ballots are Required

When the method of voting shall be by ballot, the President shall appoint three (3) tellers, one of whom shall be designated as chairperson. Ballots shall be required for: (1) election of officers, (2) election of directors, (3) amendments to the By-Laws or Declarations of Restrictions, and (4) changes to the community dues.

Section Two – Responsibilities of Tellers

- a. Prepare ballots in accordance with the purpose of the community meeting.

- b. At the community meeting, provide each community member a ballot in accordance with the eligible membership list compiled for the community meeting.
- c. After the voting, these tellers shall tally the votes, ensuring the number of votes cast is in agreement with the number of ballots distributed. If an error is detected, new ballots will be issued, and a new vote taken.
- d. In the event of a tie, one (1) additional vote shall be taken. If, after this vote, the tie is still unresolved, resolution shall be at the discretion of the Community Executive Board.

Article VI – Community Executive Board

Section One – General Powers

The Community Executive Board referred to in these By-Laws is the governing body of the Community Association and is the Board of Governors referred to in the Articles of Incorporation of the Community Association. The Community Executive Board shall be vested with the authority for the general direction and control of the affairs of the Community Association. The Community Executive Board shall prudently discharge the responsibilities of their office in the best, interest of the Community Association and as outlined in the Declaration of Covenants as recorded among the land records of Anne Arundel County in Liber L. N. P. 2722, page 317, as amended and consistent with these By-Laws.

Section Two – Community Executive Board Members

The Community Executive Board shall consist of the President, Vice President, Treasurer, Secretary and six (6) Resident Community Members, all of whom shall be in good standing. The President, Vice President, Treasurer and Secretary will stand for election each year. Each director will serve a three-year term. All six directors will serve staggered terms on the board, with two (2) directors to be elected each year for a three (3) year term. The President shall serve as the Chairperson of the Community Executive Board during his/her term in office.

Section Three – Election of Community Board Members

The Community Executive Board members shall be elected at the annual community meeting. A director may not serve concurrently in any other elected position within the Community Executive Board.

Section Four – Community Executive Board Meetings

Meetings of the Community Executive will be held on a monthly basis throughout the year on a schedule established by each newly elected Board. Community-wide notice of the date, time and location of all Community Executive Board meetings shall be given at least seven (7) days prior to the meeting through the Community Association's web site, email, hard copy newsletters, and the front entrance message board. Community Executive Board meetings may be in-person, by teleconference, virtually or by some combination thereof.

Section Five – Community Executive Board Meetings Quorum

The presence of a majority of Community Executive Board members shall constitute a quorum for the transaction of business at any meeting of the Board.

Section Six – Plurality Vote Controlling

When a quorum is present at any Community Executive Board meeting, a plurality vote shall decide any question brought before such meeting. In the case of a tie vote at Community Executive Board meetings, the President shall cast the deciding vote.

Section Seven – Vacancies

- a. Any vacancy occurring in the directors prior to the expiration of a term shall be filled by a majority vote of the Community Executive Board until the next annual community meeting at which time the remaining portion of said original term shall be filled by election.
- b. Any vacancy occurring in any of the officers of the Community Association, other than the President, prior to the expiration of a term shall be filled by a majority vote of the Community Executive Board until the next annual community meeting.
- c. Any vacancy of the position of President shall be filled by the Vice President until the next annual community meeting.
- d. If the office of President and Vice President are vacated concurrently, a special community meeting shall be called to elect officers to fill both positions.

Section Eight – Compensation

Members of the Community Executive Board shall receive no compensation for their services.

Section Nine – Budget and Finance

- a. The President shall be responsible for providing a projected budget of estimated expenditures and obligations for the coming year in accordance with the purposes for which the Community Association was established. The President shall also be responsible for providing an annually updated community property and facilities' capital improvements plan for the coming year. The projected annual budget and the annually updated community property and facilities' capital improvements, after approval by the Community Executive Board, will be submitted to the voting Community membership for their acceptance or rejection at the annual community meeting. If accepted, both the budget and plan shall serve as a guide to the officers and directors in their conduct of the affairs of the Community Association.
- b. When the President considers an amendment to the annual budget is necessary for the proper operation of the Community Association, the Community Executive Board, by a two-thirds (2/3) affirmative vote, may approve amendments to the community approved budget so long as such amendments do not cumulatively change the individual budget line items by more than 9 percent of the approved budget total.
- c. If the annual community budget is rejected by community members at the annual community

meeting, the President shall propose a revised annual community budget incorporating appropriate changes to those specific provisions of the rejected budget to which objections had been raised. The Community Executive Board shall review the proposed changes and, if found to be satisfactory, shall approve the revised annual community budget by two-thirds (2/3) vote of the Community Executive Board.

- d. The fiscal year of the Community Association shall coincide with the calendar year.

Section Ten – Contracts

The Community Executive Board is authorized and empowered to enter into short-term (maximum of one (1) year) contracts, leases, agreements, loans, and other legal obligations consistent with the approved annual community budget. This authorization includes, but is not limited to, management contracts, real and/or personal property contracts, or employment contracts within the constraints of these By-Laws. Any contract or agreement entered into requiring an obligation in excess of one (1) year must be approved by the community members by a plurality vote.

Article VII – Officers and Committees

Section One – Officers

The officers of the Community Association shall be elected at the annual community meeting by a plurality vote, by written ballot. The newly elected officers shall take office as of January 1st of the following year. No person may serve concurrently in two (2) elected positions within the Community Executive Board. The officers and their duties are as follows:

- a. **PRESIDENT** - The President shall preside at all meetings of the community membership and Community Executive Board. The President shall appoint the chairpersons of all committees and perform the usual duties of that office.
- b. **VICE PRESIDENT** - The Vice President shall, in the absence of the President, exercise or assume the complete powers and duties of the President.
- c. **SECRETARY** - The Secretary shall keep the minutes of all community meetings and all meetings of the Community Executive Board. The Secretary shall keep records of all Community Executive Board correspondence in a single repository.
- d. **TREASURER** - The Treasurer shall be bonded at the expense of the Community Association, and shall collect all funds that may be from time to time designated as collectable by the Community Executive Board and shall disburse same, shall keep regular accounts which shall be open to inspection at reasonable hours by any Resident Community Member, and shall make an annual report of the same to the members at the annual community meeting.

Section Two – Committees

- a. **STANDING COMMITTEES** - There shall be five (5) standing committees within the Community Association: Community Improvement Committee, Social Committee, Pool Committee, Waterfront Committee, and Architectural Control Committee.

1. **Composition** - Each of the standing committees shall be comprised of residents of the Anchorage Community who volunteered to serve at the annual community meeting or later at the request and /or discretion of the President and/or Chairpersons of the respective committees, which Chairpersons shall be appointed by the incoming President by January 1st following the annual community meeting.

2. **Meetings and Responsibilities** - The Chairpersons of the respective committees shall hold as many meetings as necessary to conduct the business of each committee. The respective Chairpersons shall be responsible for establishing meeting locations and times by written or verbal notification to all committee members. Meetings of the standing committees are open to all community residents. The locations, dates, and times of all committee meetings will be posted on the Community's web page. The Chairpersons shall further report on operations of their respective committees to the members as requested by the President and shall further present appropriate specific recommendations, including any proposed rules, or procedures and policies, at Community Executive Board meetings and the annual community meeting.

b. **COMMUNITY IMPROVEMENT COMMITTEE**

1. **Purpose** - The purpose of the Community Improvement Committee is to maintain in a safe manner, and improve as necessary, the Community Association's parking lot, properties, and facilities in order that they may be used and enjoyed by Anchorage residents and their guests. The properties and facilities here referenced are those other than indicated as the responsibility of the Waterfront and Pool committees, respectively, discussed elsewhere herein.

2. **Responsibilities** - The following is a minimum list of items which shall be the responsibility of the Community Improvement Committee:

(a) Maintenance and repair of the Community Association's pool and dock parking lots, retaining walls, stairs, sidewalks, and related facilities.

(b) Maintenance and repair of the Community Association's entrance facilities, including the front entrance lights.

(c) Determine and obtain from Anne Arundel County governmental agencies maintenance, improvement, and repair services that should be undertaken by and are the responsibility of such agencies within the confines of the Community Association.

(d) Work with the Chairpersons of the Pool and Waterfront committees to annually update and present to the Community Executive Board, for review and approval, a community property and facilities' capital improvements plan.

(e) Develop and submit to the Community Executive Board an annual budget for carrying out the purpose of the Community Improvement Committee in the coming calendar year.

(f) Undertake other responsibilities as assigned by the President, the Community Executive Board, or as deemed necessary by the Chairperson to carry out the purpose of the committee.

c. SOCIAL COMMITTEE

1. **Purpose** - The purpose of the Social Committee is to plan and coordinate social events for Anchorage community residents and their guests.

2. **Responsibilities** – The following is a minimum list of items which shall be the responsibility of the Community Improvement Committee:

(a) Plan and coordinate community social events throughout the year as determined appropriate by the Chairperson, the Committee, and/or the Community Executive Board.

(b) Develop and submit to the Community Executive Board an annual budget for carrying out the purpose of the Social Committee in the coming calendar year.

(c) Undertake other responsibilities as assigned by the President, the Community Executive Board, or as deemed necessary by the Chairperson to carry out the purpose of the committee.

d. POOL COMMITTEE

1. **Purpose** - The purpose of the Pool Committee is to arrange for the operation and maintenance of the Community Association's swimming pools, bath house and related facilities in a safe manner and in compliance with local laws and regulations in order that they may be used by members and their guests, and to plan and coordinate pool area activities that encourage safe use and protection of the Community Association's swimming pools and related facilities.

2. **Responsibilities** - The Chairperson shall familiarize himself/herself with current county laws controlling pool operations. The following is a minimum listing of items which shall be the responsibility of the Pool Committee:

(a) Obtain bids for the pool contract and submit these bids to the Community Executive Board. Bids are to be obtained from reputable firms capable of satisfactorily operating the Community Association's swimming pool. The pool contract is to include facility operation, equipment maintenance, winterization, and lifeguard protection. The Committee will monitor the performance of the selected firm under contract.

(b) Coordinate the maintenance and repair of the Community Association's swimming pools and related facilities.

(c) Prepare and publish, upon approval by the Community Executive Board, appropriate Community Association pool rules and regulations.

(d) Work with the Chairperson of the Community Improvement Committee to annually update and present to the Community Executive Board, for review and approval, a community property and facilities' capital improvements plan.

(e) Develop and submit to the Community Executive Board an annual budget for carrying out the purpose of the Pool Committee in the coming calendar year.

(f) Undertake other responsibilities as assigned by the President, Community Executive Board or as deemed necessary by the Chairperson to carry out the purpose of the committee.

e. **WATERFRONT COMMITTEE**

1. **Purpose** - The purpose of the Waterfront Committee is to maintain the Community Association's piers and waterfront facilities in a safe manner in order that they may be used by Anchorage residents and their guests, to assign boat dockage in accordance with the slip assignment criteria approved by the Community Executive Board, to as many boats owned by Anchorage residents as the available facilities will safely permit, and to plan and conduct waterfront activities that encourage safe use and protection of the Community Association's waterfront facilities and watercraft owned by Community Members.

2. **Responsibilities** - The following is a minimum list of items which shall be the responsibility of the Waterfront Committee:

(a) Coordinate the maintenance of electrical and water service to the Community Association's piers.

(b) Assign boat dockage in accordance with the "slip assignment criteria" established by the Waterfront Committee and approved by the Community Executive Board.

(c) Coordinate the maintenance, repair and improvement of the Community Association's waterfront facilities including bulkheads, piers, and launch ramps.

(d) Coordinate nightly security and safety inspections of all the Community Association's waterfront facilities.

(e) Prepare and, upon approval by the Community Executive Board, publish appropriate Community Association waterfront rules and regulations.

(f) Work with the Chairperson of the Community Improvement Committee to annually update and present to the Community Executive Board, for review and approval, a community property and facilities' capital improvements plan.

(g) Develop and submit to the Community Executive Board an annual budget for carrying out the purpose of the Waterfront Committee in the coming calendar year.

(h) Undertake other responsibilities as assigned by the President, the Community Executive Board or as deemed necessary by the Chairperson to carry out the purpose of the committee.

f. **ARCHITECTURAL CONTROL COMMITTEE**

1. **Purpose** - The purpose of the Architectural Control Committee is to ensure all structures constructed or materially altered on any lot in the Anchorage Community including buildings, sheds, boat houses, docks, bulkheads, fences, and walls, are consistent with the Declaration of Restrictions applicable to the Anchorage community. The Community Executive Board shall carry out the responsibilities of the Architectural Control Committee.

2. **Responsibilities** - The Architectural Control Committee shall promptly review all building and/or renovation plans and specifications submitted to it and communicate its approval or disapproval in writing by first class mail, email, or hand-delivery, of submitted plans to the applicant within 30 days of its receipt of such plans. If the Architectural Control Committee fails to communicate its decision within 30 days, such plans are automatically deemed approved.

Article VIII – Miscellaneous

Section One – Closing of the Community Association’s Books

It shall be the responsibility of the outgoing Community Executive Board officers to ensure the Community Association books are closed on December 31st.

Section Two – Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Community Association, shall be signed by the Treasurer and, when required in the absence of the Treasurer and by approval of the Community Executive Board, by the President. The Treasurer and, upon approval by the Board, the President shall have signature authority to deposit and withdraw funds from the Community Association’s financial bank accounts.

Section Three – Deposits

All funds of the Community Association shall be deposited to the credit of the Community Association in such banks, trust companies or other depositories the Treasurer may select, subject to the approval of the Community Executive Board.

Section Four – Fiscal Year

The fiscal year of the Community Association shall coincide with the calendar year.

Section Five –Community Association Dues

Community Association dues shall be due and payable on the first day of January of each year and shall be considered delinquent after March 1 of each year. A one-time fee of \$50 will be charged to the homeowner and interest will be added in the amount of eight (8) percent per annum of this date. A billing for dues shall be mailed during or before October of the preceding year. Nonpayment of dues, aside from the legal remedies available to the Community Association, will preclude Members from using Community Association facilities.

Section Six – Liability

Each person who acts as a member of the Community Executive Board, an Officer of the Community Association, or as an agent in their behalf, shall be insured through an insurance policy, paid for by the Community Association. Said policy shall insure against expense actually and necessarily incurred by him/her in connection with the defense of any action, suit, or proceeding in which he is made a part by reason of his/her being or having been a Board member, officer or agent for either, and/or the payment of any judgment, except in relation to matters as to which he/she shall be judged in such action suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his/her duties.

Section Seven – Amendments to the Community Association's By-Laws

Upon recommendation of the Community Executive Board or a petition signed by a voting representative of one-third (1/3) of the dues liable parcels, these By-Laws shall be amended by a two-thirds (2/3) vote of the total membership as defined in ARTICLE III, Section Two (a). Thirty (30) days advance written notice of the proposed amendment is required to be given to the voting membership prior to the vote being taken.

Section Eight – Amendments to Community Association Dues

Upon recommendation of the Community Executive Board or a petition signed by a voting representative of one-third (1/3) of the dues liable parcels, the amount of the Association Community dues shall be amended by a two-thirds (2/3) vote of the total membership as defined in ARTICLE III, Section Two (a). Thirty (30) days advance written notice of the proposed amendment to the dues is required to be given to the voting membership prior to the vote being taken through the Community Association's web site, email, hard copy newsletters, and the front entrance message board.

Section Nine – Rules of Meeting Procedure

The latest edition of "Roberts Manual of Parliamentary Rules" shall serve as the guide for governing the proceedings of all community meetings and meetings of the Community Executive Board when not in conflict with specific provisions of these By-Laws.

Article IX – Governing Documents Enforcement and Dispute Resolution Process

Section One – Covenants Enforcement

The Community Executive Board has the responsibility for ensuring the Amended and Restated Anchorage Declaration of Covenants and other governing documents are followed individually and collectively by all lot owners, the owner's family members, tenants or guests within the community. As set forth below, the Community Executive Board may suspend the privileges regarding the use of community property, assets and other Anchorage amenities by a lot owner, the owner's family members, tenants and guests, for a violation of the Anchorage Community Association's governing documents (i.e., by-laws, covenants, and rules and regulations), or impose a reimbursement assessment against a lot owner for repairing damage caused to community property/assets as a result of actions by the lot owner, the owner's family members, tenants or guests.

Section Two – Dispute Resolution Process

It is in the best interest of all Anchorage Community Association members and all persons subject to these covenants to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, no Party may file suit in any court with respect to a claim unless that Party has first submitted such claim to the alternative dispute resolution procedures set forth below.

- a. **Violation Warning:** With the approval of the Community Executive Board, the Community Executive Board President will reach out to the lot owner in writing, by e-mail or first class mail, to alert the owner to the specific violation(s) of the Anchorage Community's governing documents or the lot owner's obligation to repair damage caused to community property/assets. If the violation or obligation remains unresolved within 10 days after notice and if an agreement has not already been reached between the Board and the lot owner on an appropriate timeframe for resolution, a courtesy letter will be sent from the Community Executive Board to the lot owner, citing the specific violation(s) of the Anchorage Community's governing documents and requesting correction of said violation(s) or satisfaction of the obligation within a certain timeframe. The Board will make every effort to provide a lot owner with assistance from within the community if the lot owner is in a position where they are unable to resolve the specific violation(s) themselves due to circumstances beyond their control.
- b. **Violation Not Corrected by Lot Owner:** A second letter will be sent from the Community Executive Board requesting the lot owner to appear at a hearing before the Community Executive Board to address the cited violation(s) or unsatisfied obligation if the initial violation was not corrected, or obligation not satisfied, by the lot owner within the timeframe outlined in the original courtesy letter. The Executive Board's letter will identify the nature of the violation(s) or obligation and the date, time and location of the hearing that will be held by the Community Executive Board. If the lot owner fails to appear at the hearing or provide written evidence on the lot owner's behalf, a reimbursement assessment or a suspension of privileges regarding the use of community property, assets and other Anchorage amenities will then be imposed against the lot owner and, if appropriate, against the lot owner's family members, tenants and guests. The Community Executive Board will notify the lot owner, in writing, of its decision.

- c. **Continuing Covenant Violation:** Following the hearing, a third letter will be sent from the Community Executive Board to the lot owner if there is a continuing violation (a violation of an ongoing nature that the lot owner has not corrected), citing the reimbursement assessment or suspension of privileges regarding the use of community property, assets and other Anchorage amenities that will be imposed on the lot owner and, if appropriate, against the lot owner's family members, tenants and guests, if the violation is not corrected within a certain timeframe.