

Bylaws
of the
Garden Park Homeowners Associations

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 same, irrespective of the number or violations or breaches which may occur.

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Community shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Unit Owner.

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Article I
Identification

1.1 **Name:** The name of the corporations is Garden Park Homeowners Association, a Colorado nonprofit corporation, hereafter referred to as the "Association".

1.2 **Purpose:**

1. To operate the Common Interest Community known as GARDEN PARK CONDOMINIUMS, located in Longmont, Colorado, in accordance with the requirements for an association of Unit Owners charged with the administration of property under the Colorado Common Interest Ownership Act of the Statutes of the State of Colorado, as amended, including, without limited the generality of the foregoing statement, the performance of the following acts and services on a not-for-profit basis.
2. To acquire, construct, manage, supervise, care for, operate, maintain, renew and protect all buildings, structures, grounds, roadways and other facilities, installations and appurtenances thereto relating to the property of the Common Interest Community; to provide maintenance for the Common Elements within the Common Interest Community; to maintain lands or trees; to supplement municipal services; to enforce any and all covenants, restrictions and agreements applicable to the Common Interest Community; and insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Common Interest Community.
3. To prepare estimates and budgets of the costs and expenses of rendering these services and performance, or contracting or entering into agreements for this performance, as provided for in or contemplated by this subparagraph (B); to apportion these estimated costs and expenses among the Unit Owners; and to collect these costs and expenses from the Unit Owners obligated to assume or bear the same; and to borrow money for the Association's purposes, pledging as security the income due from the Unit Owners and from others, the property of the corporation and the Common Elements.
4. To enforce, on behalf of the Unit Owners, rules made or promulgated by the Board with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures, grounds and facilities of the Common Interest Community, and, to levy fines to enforce compliance with these rules.
5. To perform, or cause to be performed, all other and additional services and acts as are usually performed by managers or managing agents or real estate developments, including without limitations, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts (if necessary).

6. To do and perform, or cause to be performed, all other necessary acts and services suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and to acquire, sell, mortgage, lease or encumber any real or personal property for these purposes.
7. To promote the health, safety, welfare and common benefit of the residents of the Common Interest Community.
8. To do any and all permitted acts, and to have and to exercise any and all powers, rights and privileges which are granted to a Common Interest Community Association under the Colorado Common Interest Ownership Act, the Declaration, the Bylaws, and the laws applicable to a nonprofit corporation of the State of Colorado.
9. To retain counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities described in this document.

Article II Organization

2.1 Table of Organization:

1. Executive board consisting of a President, Vice President, Secretary and Treasurer.
2. Managing Agent
3. Association Members

2.2 Membership:

The membership of the association at all times shall consist exclusively of all unit owners or their heirs, personal representatives, successors, or assigns. Where more than one person holds interest in a unit all such persons shall be members.

2.3 Powers and Duties:

1. Executive Board: The Board shall have the powers and duties necessary, desirable or appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Common Interest Community, which shall include any of the powers and duties, set forth in the Declaration, Articles of Incorporation, and Bylaws which are not specifically restricted by law, the Colorado Nonprofit Corporation Act or the Colorado Common Interest Ownership Act.
2. Managing Agent: 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. The Executive Board in delegating such duties is not relieved of its responsibilities and will provide oversight of the Managing Agent.

2.4 Qualifications:

1. All officers of the Executive board must be unit owners. If an officer ceases to be a unit owner then such officers term will immediately terminate and a new officer elected as promptly as possible. Until an election is held the other officers of the Executive Board will assume the duties of the terminated officer.
2. At no time can duties of the president and treasurer be assumed by the same person.
3. Officers may be reelected and there will be no limit to the number of terms an officer may serve.
4. The office of secretary and treasurer may be combined if necessary on a temporary basis.

2.5 Resignations:

1. Any officer may resign at any time by giving written notice to the Secretary of the association, or in the case of the secretary to the president of the association.
2. Acceptance of the resignation shall not be necessary to make the resignation effective.
3. The effective date of the resignation will be the date stated in the letter or the date of the letter whichever is later.
4. The officer resigning must return to the Association all documents, contracts financial records, checkbook, and any other record or property belonging to the Association within thirty (30) days of the resignation.

2.6 Removal of Officers:

1. At any meeting of the Association at which a Quorum is present the members may by two-thirds vote of persons present and entitled to vote remove any officer with or without cause.

2. The officer being removed, if not present, will be notified by certified letter of the decision.
3. It will be the responsibility of the members present at the meeting to elect another member to fill the unexpired term of the officer being removed.
4. The officer being removed must return to the Association all documents, contracts, financial records, checkbook, and any other record or property belonging to the Association within seven (7) days of being notified of their removal.

2.7 Vacancies:

1. Vacancies on the Executive Board may be filled at a meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy even though there is less than a quorum.
2. Person's appointed by the Executive Board will serve the remainder of the unexpired term of the vacant office or until a meeting of the Association can be held and the officer replaced by a vote of the members present. (Section 4.1, 1).
3. A Member appointed by the Executive Board must agree in writing to serve. If no member agrees to serve than the chain of command in Article III will apply.
4. In the case of a removal of an officer at an Association meeting the members present at the meeting shall elect a member to fill the vacancy for the rest of the unexpired term.

2.8 Compensation:

1. All members shall be entitled to receive reimbursement for expenses incurred while performing duties/tasks connected with the Association (e.g. postage, paper, envelopes, ink) upon presenting a receipt for the expense.
2. No member shall collect a salary for serving on the Executive board.

Article III Responsibilities

3.1 President:

1. Shall preside at all meetings of the Unit Owners and Executive Board.
2. Assure that all orders of the Executive Board and resolutions approved by the Unit Owners are carried out.

3. Shall sign on behalf of the Association all contracts, checks, approved amendments and Bylaw changes, and other written instruments as necessary.
4. Can appoint committees from among the Unit Owners as necessary to assist with the conduct of the affairs of the Association.
5. Shall have all of the general powers and duties which are incident to the office of president of a non-stock corporation per the Colorado Revised Nonprofit Corporation Act and the Colorado Common interest Ownership Act.

3.2 Vice-President:

1. Act in the place and stead of the President
 - a) In his or her absence
 - b) Inability or refusal to act of the President
 - c) Resignation.
2. Perform other duties imposed by the Executive Board and/or President.

3.3 Secretary:

1. Record the minutes of every meeting of the Executive Board and Association.
2. Keep current the record showing the names and addresses of all Association Members, as well as telephone numbers and email addresses.
3. Prepare all written correspondence and maintain a copy of all correspondence.
4. Maintain copies for the previous three years of all minutes, correspondence, financial statements, and any other documents requested by the Executive Board.
5. Retain copies of the Articles of Incorporation, Declarations, Bylaws, Amendments, State of Colorado Registration Certificate as a non-profit, and Rules and Regulations.
6. Keep copies of all contracts where the Association has a financial responsibility and all written warranties
7. Retain all documentation of insurance policies in which the Association and/or unit owners are named.
8. Should the President and Vice President not be available to act the Secretary will assume the responsibilities of the office of President until such time as they become available or until an election can be completed.

3.4 Treasurer:

1. Will be responsible for all Association Funds and securities.
2. Keep full and accurate financial records and books showing all receipts and disbursements.
3. Will be responsible for the deposit of all monies received.
4. Prepare an annual budget.
5. Endorse all checks on behalf of the Association.
6. Pay in a timely manner all bills and accounts that the Association is responsible for.
7. Provide an annual report accounting for all of the Associations funds.

3.5 Managing Agent:

1. Licenses, concessions, and contracts may be executed by the Managing Agent pursuant to specific resolutions of the Executive Board and to fulfill the requirements of the budget.
2. Should the Executive Board delegate the powers relating to collection, deposit, transfer or disbursement of Association funds, the Managing Agent must:
 - a) Maintain all funds and accounts of the Association separate from the funds and accounts of all other associations and personal accounts.
 - b) Maintain Fidelity insurance coverage or bond in such amount as the board may require.
 - c) Maintain accurate records of all contracts, funds, and payments.
 - d) Provide on at least an annual basis a detailed report of all credits, debits and reserves associated with the Association accounts.
3. Should the Executive Board delegate the maintenance, repair and upkeep of the grounds, lawns, sprinklers, common buildings and snow removal, the Managing Agent will oversee the work and report pertinent issues to the Executive Board.
4. The Managing Agent will obtain bids for all necessary repairs and/or contracts and will make recommendations to the Executive Board.

3.6 Execution of Instruments: Except as restricted by these Bylaws all agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person designated by the Executive Board.

Article IV
Unit Owners

4.1 Voting Rights:

1. Members are entitled to one vote per unit.
 - a) If a unit has more than one owner the owner present at the meeting will have the authority to cast the vote unless the Executive Board is notified in advance of the meeting of unit owners' failure to agree. In such case the owners will be given one week (7 Days) to come to an agreement and submit their vote in writing. Should the owners not be able to come to an agreement they will be passed over and their right to vote on the issue shall be lost.
 - b) Votes may be cast under a proxy duly executed by the owner. A unit owner may revoke a proxy only by written notification to the Executive Board prior to the meeting. A proxy is void if it is not signed and dated, also if it purports to be revocable without notice. A proxy terminates one year after its date unless a shorter term is specified. Proxies do not need to be notarized.
 - c) Under no circumstance shall more than one vote be cast with respect to any unit.

4.2 Meetings:

1. An Annual meeting for all members of the association will be required. Meeting date should be no later than 12 months after the last annual meeting, election of officers should occur at this meeting.
2. Quarterly or more frequent meetings of the Association may be required to conduct Association business or to discuss and/or vote on issues requiring membership approval.
3. Special Meetings of the Executive Board may be called by any of the officers in addition to the regular quarterly meetings, after not less than three (3) days' notice to each Board member.
4. A general meeting may be called at any time by Executive Board or at the request of twenty percent (20%) of the unit owners entitled to vote.
5. Closed Meetings of the Executive Board may be held for matters pertaining to Association Employee, consultation with legal counsel, investigation into possible or actual criminal conduct, or any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
6. Court Ordered may be required by the district court.

- a) On application of any voting member entitled to participate in an annual meeting if the meeting that was required to be held was not held
- b) Member participated in a call or demand for a special meeting and Notice of the meeting was not given within thirty (30) days of the call. The special meeting was not held in accordance with the notice.

4.3 Quorum:

1. Except as otherwise provided in the Bylaws or in the Declaration, twenty present (20%) of the Unit Owners present in person or by proxy at any meeting of the Association will constitute a quorum.
2. If a Quorum is not present at any meeting the meeting will be adjourned without prior announcement except at the meeting until a quorum is present, except where otherwise stipulated in the Bylaws or Declarations.

4.4 Majority Vote: The vote of the majority of the Unit Owners present in person, by proxy, or by telecommunication and entitled to vote shall be binding on all Unit Owners for all purposes except where a higher percentage is required by the Declarations or Bylaws.

4.5 Meeting Attendance:

1. Members may attend any meeting in person, by proxy or by telephonic communication whereby all members can hear the communication.
2. The Association is not responsible to provide the necessary equipment or services to accommodate this method of attendance.

4.6 Meeting Location: Meetings of the Association shall be held at the property or at a suitable place convenient to the Unit Owners as determined by the Executive Board or the president.

4.7 Notice of Meeting:

1. Written notice of the meeting will be sent to the mailing address of each unit or to the mailing address designated in writing by the Unit owner not less than ten (10) days nor more than fifty (50) days in advance of the meeting.
2. The notice shall state the date, time and location of the meeting also any items on the agenda requiring approval, discussion or action.

4.8 Conduct of Meetings:

1. At all times common courtesy will be required. Including but not limited to no use

of profanity, arguing, or talking over others.

2. The order of business will be:
 - a) Roll call
 - b) Verification of receipt by member of the agenda and meeting notice
 - c) Reading and approval or corrections of the previous meetings minutes
 - d) Treasurer's report
 - e) Committee reports
 - f) Election of Officers (if required)
 - g) Ratification of the budget (if required)
 - h) Unfinished business (old business)
 - i) New business
 - j) Adjournment

3. In general Roberts Rules of Order will be followed except where Bylaws require deviation.

Article V **Amendments**

5.1 Amendment to the Articles of Incorporation

1. May be approved by the Executive Board without member approval to:
 - a) Change/delete or correct addresses or names,
 - b) Extend the duration of nonprofit incorporation,
 - c) Change the domestic entity name.

2. All other changes to the Articles of Incorporation shall be voted on by the Association Membership.

5.2 Amendment to the Declarations must be voted on and approved by a majority of the Association Membership.

5.3 Amendment to the Bylaws may not be completed by the Executive Board and must be voted on and approved by a majority of the Association membership.

5.4 Revision to Amendments: Any amendment adopted at an Annual or Special Meeting of the Association may thereafter only be amended at an Annual or Special Meeting of the Association.

5.5 Compliance: All changes and amendments are subject to the provisions of The Colorado Nonprofit Corporation Act or the Colorado Common Interest Ownership Act.

Article VI
Records

6.1 Audits/Reviews: The Association shall maintain financial records. The financial records shall be reviewed on an annual basis. The review shall be conducted by at least one member not on the Executive Board. Additional audits may be required due to resignations. Outside auditors be contracted to review the records and the cost will be a common expense.

6.2 Records: The Association shall keep the following records:

1. A listing of all Unit Owners, names, addresses, telephone numbers, email address and proxy name (if required), the name and address of each mortgagee who have given notice to the Association that it holds a mortgage on the unit, and the number of votes each unit owner is entitled to vote,
2. The amount of each common expense assessment, the date on which the assessment comes due, the amounts paid on the account and the balance due for each unit,
3. An account of each unit showing any other fees payable by the owner,
4. A record of capital expenses approved by the board for the current and preceding two years,
5. A record of the amount of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project,
6. The most recent regularly prepared balance sheet and income and expense statement, if any of the Association,
7. The current operating budget,
8. A record of insurance coverage provided for the benefit of Unit Owners and the Association,
9. A record of any alterations or improvements to Units or Limited Common Elements which violate any of the Declarations or Rules and Regulations of which the Executive Board has knowledge,
10. A record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances, or regulation of which the Executive Board has knowledge,
11. A record of the actual cost, irrespective of discounts and allowances of the maintenance of the Common elements,
12. Balance sheets and other records required by local corporate law,
13. Tax Returns for State and Federal Income taxation,
14. Minutes of proceedings of incorporators, Units Owners, and Executive Board,
15. A copy of the most current versions of the Declaration, Bylaws, Rules and Regulations, covenants, Articles of Incorporation, and resolutions of the Executive Board, along with their exhibits and schedules,

16. Resolutions adopted by the Executive Board relating to the characteristics, qualifications, rights, limitations and obligations of members,
17. The minutes of all members' meetings and of all action taken by members without a meeting within the past three (3) years,
18. All written communications within the last three (3) years,
19. Annual financial statements.

6.3 Inspection of Records:

1. All records maintained by the Association or 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 a reasonable notice.
2. The Association shall make available to a Member and their First Mortgagees current copies of the Declaration, Article of Incorporation, Bylaws, and Rules and Regulations governing the Community.
3. The Association shall make available for any proper purpose the books, records and financial statements.
4. Available means for inspections in accordance with the following procedure:
 - a) A written request to inspect must be submitted to the Association at least ten (10) business days prior to the planned inspection. The request must specify which records are to be inspected and the specific purpose of the inspection
 - b) All records shall be inspected by appointment only
 - c) At the discretion of the Executive Board certain records may only be inspected in the presence of a Board member or his/her agent.
 - d) No records may be removed from the Association without the express written consent of the Executive Board.
 - e) All cost of inspection and photocopies will be paid in advance by the person requesting them.
 - f) Consistent with individual members right to privacy, attorney-client confidentiality and other consideration the following records will not be made available without the express written consent of the Executive Board:
 - 1) Personnel records
 - 2) Litigation files
 - 3) Preliminary data, working papers and drafts, general information or investigations which have not been formally approved by the Executive Board.

- 4) Minutes of closed meeting of the Executive board
 - 5) Members' telephone numbers or email addresses.
- g) In determining whether records may be inspected, the Executive Board shall consider:
- 1) If the request is made in good faith, to ascertain the condition of the Association; or for a purpose other than that stated on the Request to Inspect,
 - 2) If the inspector has improperly used information secured through a previous inspection of records,
 - 3) If the disclosure is for an illegal or improper purpose, or would violate constitutional, or statutory provisions, local law, or public safety,
 - 4) If disclosure would result in invasion of personal privacy, breach of confidence or privileged information,
 - 5) If disclosure would unreasonably interfere with or improperly disrupt the operation of the Association.
- h) At no time can the membership list be used
- 1) To solicit money or votes,
 - 2) Be sold to or purchased by any person or business,
 - 3) Used for any commercial purpose.
- i) The Association reserves the right to pursue any individual for damages or injunctive relief or both, including reasonable attorney's fees, for abuse of any of these rights, including, but not limited to use of any records for a purpose other than what was stated in the Request to Inspect.

6.4 Modification of Forms: Association Forms may be modified as needed, however, all forms must have the date of modification and new version control number listed in the lower left corner of the documents.

Article VII

Violation Notice and Hearing Procedure

7.1 Violations and Hearing Procedures

The Executive Board shall not impose a fine, individual assessment, suspend voting rights or infringe upon any other rights of a Member or other occupant for violations of the Rules and Regulations, Bylaws, or Declarations of the Association unless and until:

1. Written demand to cease and desist from the alleged violation shall be served upon the alleged violator specifying:
 - a) The alleged violation
 - b) The action required to abate the violation
 - c) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if the violation is a continuing one,

- d) A statement that any additional similar violation may result in the imposition of a sanction after Notice and Hearing, if the violation is not continuing.
2. Written notice at any time within twelve (12) months of demand that if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Executive Board or its delegate shall serve the violator with written notice of a Hearing to be held by the Executive board. The notice shall contain:
 - a) The nature of the alleged violation,
 - b) An Invitation to attend the hearing and produce any statement, evidence, and witness on the violators behalf,
 - c) The proposed sanction to be imposed.
 3. Hearing shall be held pursuant to the notice:
 - a) The Member will have a reasonable opportunity to be heard and Minutes of the hearing will be kept,
 - b) A copy of the notice will be kept with the minutes together with a statement of the date and manner of delivery,
 - c) The Notice shall be deemed satisfied if the alleged violator appears at the meeting,
 - d) The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed,
 - e) The violator will be given a written copy of the decision of the Executive Board,
 - f) The decision of the Executive Board shall be final.
 4. In no event shall the Executive Board suspend a Member's right to use the Common Elements or voting rights for more than sixty (60) days.
 5. These procedures ***shall not*** be necessary in order to impose any sanction or penalty for nonpayment of assessments.
 6. Fines for violations will be listed in the rules and regulations.

7.2 Abatement and Enjoinment of Violations by Unit Owners:

1. The violation of any of the Rules and Regulations adopted by the Executive Board and Unit Owners or breach of any provision of the Declaration shall give the Executive Board the right, ***after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:***
 - a) To enter the Unit or Limited Common element in which, or as to which the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for

addition or alterations of a permanent nature that may exist in the Unit) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Declaration. The Executive Board shall not be deemed liable for 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.

Article VIII **Assessments**

8.1 Assessment of Common Expenses

1. Common Expenses will be assessed following Section 19 of the Declarations and any Amendments to the Declarations relating to Common Expenses.
2. Statements of Unpaid Assessments may be prepared, certified and executed by any officer or agent having access to the books and records of the Association.
3. The Association may charge a reasonable fee for preparing these statements. Any unpaid fee may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.
4. If any common expense is caused by the misconduct of any unit owner, the association may assess that expense exclusively against such owners unit.
5. Each Unit Owner is liable for assessments made against such owner's unit during the period of ownership of such unit. No unit owner may be exempt from liability for payment of the assessment by waiver of the use or enjoyment of any common elements or by abandonment of the unit against which the assessments are made.

Article IX **Reserves**

9.1 Minimum Amount:

1. The Minimum Amount will be approximately three (3) months of basic operating expenses for insurance, utilities, and management fees. At no time shall the Minimum amount be less than \$1,500.00. There will be no limit to the maximum in the account.
2. The reserve amount will be maintained in a separate account from the operating expenses, or in prudent investments as the Executive Board decides.

9.2 Usage:

1. The reserve fund will be used to replace or improve the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon the age, remaining life, and replacement cost.
2. Funds may be withdrawn from the reserve account by check or money order, authorized by two members of the board or when approved by vote of the Association Membership, in which case only one Executive Board member approval will be required.

Article X
Miscellaneous

- 10.1 **Fiscal Year:** The fiscal year of the Association will begin on the 1st day of January and end on the 31st day of December every year unless changed by the Executive Board.
- 10.2 **Committees:** The Executive Board shall appoint committees as deemed appropriate in carrying out its purposes.
- 10.3 **Notices:** All notices will be sent to the Unit Owners address as it appears in the records of the Association.
All notices to holders to security interests in the units shall be sent by registered or certified mail to their respective addresses, as designated by them in writing to the Association.
All notices will be deemed to have been given when they are mailed.

Definition of Terms

Any terms not defined below shall have the same meaning as the term in the declarations, unless meaning is different from the Colorado Revised Nonprofit Act and/or the Colorado Common Interest Ownership Act.

1. **Amendment:** To alter or change by adding, subtracting or substituting.
2. **Articles of Incorporation:** Legal documents filed in the State of Colorado forming the association.
3. **Assessment:** The amount of a tax, charge, or levy.
4. **Board of Directors:** The body authorized to manage the affairs of the corporation.

5. **Bylaws:** Any instruments, however denominated, which are adopted by the association for the regulation and management of the association, including any amendments to those instruments. The bylaws of a nonprofit corporation may contain any provision for managing and regulating the affairs of the nonprofit corporation that is not inconsistent with law or with the articles of incorporation.
6. **Common Elements:** All portions of the condominium other than the units.
7. **Common Expenses:** expenditures made or liabilities incurred by or on behalf of the association, together with any allocations to reserves.
8. **Common Interest Community:** Real estate described in a declaration with respect to which a person, by virtue of such person's ownership of a unit, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in a declaration.
9. **Condominium:** A common interest community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate ownership portions.
10. **Declaration:** Any recorded instruments however denominated, that create a common interest community, including any amendments to those instruments and also including, but not limited to, plats and maps.
11. **Executive board:** The body, regardless of name, designated in the declaration to act on behalf of the association.
12. **Instrument:** A written legal agreement.
13. **Limited Common Element:** The portion of the common elements allocated by the declaration for the exclusive use of one or more units but fewer than all of the units.
14. **Proxy:** An agent appointed to vote for a Unit Owner.
15. **Quorum:** The minimum that must be present to conduct a meeting or vote on an issue.
16. **Reserve Fund:** A fund of money created to take care of maintenance, repairs or unexpected expenses of a multi-unit housing development operated by a homeowners association.
17. **Rules and regulations:** Any instruments, however denominated, which are adopted by the association for the regulation and management of the common interest community, including any amendment to those instruments.

18. Unit: a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration.

19. Unit Owner: The declarant or other person who owns a unit, a person having an interest in a unit solely as security for an obligation. In a condominium or planned community, the declarant is the owner of any unit created by the declaration until that unit is conveyed to another person.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 30th day of June, 2016.

Board of Directors:

President: Carol Siverly
Carol Siverly

Secretary: Marcene Rempel
Marcene Rempel

Treasurer: Shirley Berness
Shirley Berness

KNOWN ALL MEN BY THESE PRESENTS: That the undersigned Secretary of Garden Park Homeowner's Association does hereby certify that the above and foregoing Bylaws were duly adopted by the Directors of the Association as the Bylaws of the Association on the ___ day of June, 2016 and that they do now constitute the Bylaws of the Association.

Attest:

Shirley Berness
Secretary

Appendix

Garden Park Homeowners Association

Meeting Minutes

[Click to select date]

I. Call to order

[Facilitator Name] called to order the regular meeting of the [Organization/Committee Name] at [time] on [click to select date] at [location].

II. Roll call

[Secretary Name] conducted a roll call. The following persons were present. Sign in sheet attached. [attendee names]

III. Approval of minutes from last meeting

The minutes from the last meeting were sent to all members previously. There being no corrections they were approved as presented. (Or enter the corrections)

IV. Treasurers Report

V. Open issues

a) (reports on open issues/follow-up)

VI. New business

a) [New business/summary of discussion]

VII. Adjournment

[Facilitator Name] adjourned the meeting at [time].

Minutes submitted by: [Name]

Minutes approved by: [Name]