

Indian Creek Park Estates Homes Association

BYLAWS



Version 4.0

November 2017 Revision

INDIAN CREEK PARK ESTATES

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INDIAN CREEK PARK ESTATES

Definition of Terms

No.	Term	Definition
1	Association:	Indian Creek Park Estates Homes Association, Inc., its successors and assigns.
2	Board:	Board of Directors of the Association, Inc.
3	Building:	A structure composed of single family units within the Association.
4	Common Areas:	All land owned by the Association not within a Lot and used as an attractive identification of the community. The Association has 4 areas designated for entry signs.
5	Community:	Certain real property within the jurisdiction of the Association which is or shall be described on any plat or amended plat of Indian Creek Park Estates and improvements to the plat.
6	Declaration:	Refers in all cases to the "Amended and Restated Declaration of Restrictions, Covenants, and Homes Association Declaration for Indian Creek Park Estates" as recorded in the Johnson County Register of Deeds on April 20, 2006 or as amended.
7	Independent:	Anyone who is hired to perform a service, other than an employee as Contractor currently defined by the Internal Revenue Service Code.
8	Lot:	That plot of land shown on the recorded plat, survey or map of the community within a Block upon which a single family Unit is constructed.
9	Member:	Owner or Owners of record of a Unit or Units in the Association.
10	Member in Good Standing Owner(s):	Any Member whose monthly Homeowner's assessed dues are not delinquent. The Owner(s) of record in the Association.
11	Parcel:	The property or tract of land described as Indian Creek Park Estates Homes Association, Inc. and of record in the Johnson County Court House.
12	Proxy Vote:	The authority given by an Owner(s) to another person to act for him/her.
13	Unit:	That portion of a Building which is designed and constructed upon a Lot and used solely for single-family residential purposes.
14	Quorum:	The presence of 10% of the total Association Membership who are entitled to vote at any Annual or Special Meeting.
15	Contingency Funds:	The accumulation of the Homeowners' monthly assessments. The yearly fee for maintenance is divided into twelve equal monthly payments rather than one lump sum payment. The Contingency Fund assures that the Association has the monies to fulfill its contracts.
16	Communicate:	The verb "communicate" allows for use of any (or all) of a number of means such as: US Mail, electronic mail, telephone contact, use of Internet, ICPE Web site and/or other developing technologies.

ARTICLE 1. MEMBERSHIP

- 1.1 **Property Owners:** Owners of record shall be eligible for Membership in the Association.
- 1.2 **Membership Eligibility:** Property Owner of record and in good standing shall be eligible to cast one vote.
- 1.3 **Voting Rights:** Members in good standing may vote at any Annual or Special Meeting of the

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Association. Voting may be in person or by written Proxy filed with the Secretary by mail or before a meeting begins.

1.4 **Membership:** Continues only during the Ownership of any unit in the Association.

1.5 **Fees:** No fees shall be charged for the privilege of Membership beyond the monthly Homeowners' assessment voted for at the Annual Meeting.

ARTICLE 2. BOARD OF DIRECTORS

2.1 **Authority:** The authority of this Association shall be vested by the Members in a Board of six (6) Directors called the Board of Directors, who shall conduct and manage the business of the Association.

2.2 **Qualifications:**

- A. All Directors shall be current property Owners, current residents in the Association and Members in good standing.
- B. In the performance of their duties Officers and members of the Board of Directors shall exercise the degree of care and loyalty to the Association required of an officer or director of a Corporation.
- C. Members of the Board are subject to the conflict of interest rules governing directors and officers under existing laws.

2.3 **Election:** New Directors shall be elected at each Annual Meeting to serve a three (3) year term or fill an unexpired term. After a year off, a prior board member may be permitted to return. Officers are chosen by the Board members [Rev. 11/17].

2.4 **Compensation:** Board members will be reimbursed for reasonable documented expenses incurred in the conduct of Association business.

2.5 **Responsibilities of the Board of Directors:**

A. **Meetings:**

1. **Conduct Annual and Special Member Meetings:** To designate a date, time and place for Annual or Special Association meetings within Johnson County, Kansas as determined by a majority of the directors.

a. **Meeting Notice:** To be communicated to the Membership at least ten (10) days, but no more than sixty (60) days before either an Annual or a Special Meeting, stating the date, time, place and the meeting agenda.

2. **Board Meetings:** A majority of the Directors shall designate a date, time and place to conduct or manage business of the Association. Meetings shall be held at least quarterly.

a. **Meeting Notice:**

- i. A notice stating date, time and place shall be communicated to each Director at least three (3) days prior to meeting.
- ii. Information regarding the date, time and place of all Board meetings shall be provided to all Owners.

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- b. **Open Meetings:** Meetings of the Board shall be open to all membership to observe, except during the Executive session of the meeting. Conference calls are permitted for Board meetings with notice to the membership on how to participate [Rev. 11/17].
 - c. **Unit Owners:** At each Board of Directors meeting the board shall provide a reasonable opportunity and specific time limit for unit owners to comment regarding any matter affecting the Association.
3. **Special Board Meetings:** Special Meetings shall be called by the President or Secretary, at the written request of at least one-third (1/3) of the Directors.
 - a. **Meeting Notice:** The President or Secretary shall call Special Meetings of the Board, three (3) days prior to meeting. Notice of said meeting will be communicated to each Director stating date, time, place and purpose of the meeting.
4. **Record of Business Transaction:** Any transactions, actions and positions voted on at any meeting of Directors shall be recorded in the minutes.
5. **Proxy Vote:** No Director may vote by Proxy at any Board meeting.
6. **Quorum:** The presence of Four (4) Directors shall constitute a quorum for the transaction of business.
7. **Board Vacancy:** A vacancy for any reason shall be filled by election of the remaining Directors at the next Board meeting. The Appointee will serve until the term expires based upon the original vote at an Annual membership. The intent is to stagger terms to ensure one-third of the Board is up for reelection each year to ensure term continuity [Rev. 11/17].
8. **Rules & Regulations:** The Board will communicate with Owners before adopting, amending or repealing any Rule or Regulation.
9. **Robert's Rules:** Meetings of the Association must be conducted in accordance with the most recent edition of **Robert's Rules of Order Newly Revised**.
10. **Board Attendance Policy:** [This policy is intended to support full contribution of all board members. All board members receive a copy of this official policy and reviewed annually. A member may be removed by a vote of the board when:
 - a. The member has two un-notified absences in a row ("un-notified" means the member did not notify the President or Secretary six days before the upcoming meeting to indicate an absence, in order to provide sufficient notice of Board meeting cancellation or need to reschedule if votes are required).
 - b. The member has three notified absences in a row.
 - c. The member misses one third of the total number of board meetings in a twelve-month period [Rev. 11/17].

B. Committees:

1. **Formation:** The Board may establish committees to be formed from the Association Membership.

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2. **Committee Chairman:** The chairman of a committee may be appointed by the Board or selected by the Members who have volunteered to serve on the committee. Committee Chairpersons may attend Board meetings and report on committee activities.

C. Amendments:

1. The Directors may recommend or propose to the Members alterations, amendments or repeal of the Bylaws of the Association.
2. Membership of the Association may recommend any additions, revisions or repealing of Bylaws to a member of the Board of Directors for review.
3. Any alterations, amendments or repeal of any portion of the Declaration must follow the process defined within the Declaration document.

D. **Legal/Accounting Services:** The Directors shall select and/or remove accounting, auditing and/or legal counsel representing the Association and fix a reasonable compensation for services rendered.

E. **Employment:** The Directors may appoint or remove any employee at pleasure and fix a reasonable compensation for the services rendered.

F. **Liability Insurance:** The Directors shall secure and maintain adequate liability and bonding insurance for the Board of Directors, the Officers and the Association.

G. Financial:

1. **Financial Statements:** The Board shall provide Membership with an accurate Quarterly Financial Statement.

2. Contingency Funds of the Association:

- a. **Establishment of:** The Board shall establish and maintain Contingency Funds. This shall be accomplished by a monthly Homeowner's assessment paid by the Membership in the amounts designated by the Board and approved by the Membership.
- b. **Deposits and interest earned:** Such funds shall be deposited as soon as possible in special interest-bearing Association accounts. Any interest earned shall be retained in said funds and shall be considered a part of the total.
- c. **Uses:** The Contingency Funds may only be expended for the construction, replacement or repair of entrance markers or improvements within the Community, payment for maintenance contracts, legal obligations or Membership meeting expenses.

H. Maintenance Contracts:

1. **Contracts:** The Board shall negotiate contracts with "Independent Contractors" for lawn care, trash/garbage removal, snow removal, common area improvements or other such duties and services as the Board shall authorize with the approval of the Membership at an Annual or Special Meeting.
2. **Approval:** Full contract details and costs shall be presented for approval in writing at a Member meeting before the new contract is signed.

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3. **Member Notification:** A brief summary of the lawn care services and limitations shall be included in a spring Newsletter communicated to all Members and rental units.

I. Advisory Board:

1. The Board of Directors may appoint an Advisory Board of up to four (4) Members who are interested in the business of the Association.
2. Advisory Board members may attend Board meetings and aid the Board in the conduct of its business.
3. Advisory Board members may offer opinions on matters before the Board and may be called upon to aid the Board in various projects.
4. Advisory Board members may not make or second motions nor can they vote on motions before the Board of Directors.

J. Arbitration:

1. The Board of Directors may require that any disputes between the Association and unit owner(s) be submitted for nonbinding arbitration as a prerequisite before the beginning of a judicial proceeding.
2. The Board of Directors may require that any disputes between unit owners be submitted to the Board for arbitration with the decision of the Board's representative as final.

ARTICLE 3. OFFICERS AND THEIR DUTIES

- 3.1 **Officers:** The Officers of this Association shall be a President, Vice-President, Secretary and Treasurer who shall be elected by the Board of Directors from the current Board Membership.
 - A. **Powers and Duties:** The Officers shall have such powers and perform such duties as requested by the Board and as described in all the Association's governing documents.
 - B. **Compensation:** Board members serve without compensation, but may be reimbursed for approved expenses.
- 3.2 **Election of Officers:** The Officers shall be elected annually by the Board and shall hold office at the pleasure of the Board.
 - A. **Removal from Office:** Upon an affirmative vote of a majority of the Board Members, any Officer may be removed with or without cause and his/her successor elected at any regular or special meeting of the Board called for such purpose.
- 3.3 **President's Duties:** The President shall be the Chief Executive Officer of the Association, subject to the control of the Board, and shall preside at meetings of the Association and the Board. The President or his/her designee shall be a non-voting Member of all committees.
- 3.4 **Vice-President's Duties:** The Vice-President shall assume the duties of the President whenever the President is unable to attend or act. If the Vice-President is unable to act, the Board shall appoint another Director to act as President on an interim basis.

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- 3.5 **Secretary's Duties:** The Secretary shall keep minutes of all Board and Membership meetings with the date, time, place, including a list of attendees, whether regular or special meeting.
- A. **Meeting Minutes:** Minutes of Annual and Special Meetings of the Association shall be communicated to all Members in the next billing cycle following a meeting.
 - B. **Membership Lists:** The secretary shall keep a list of the Owner(s) by name and current address and a listing of the rental addresses.
 - C. **Membership Meeting Notices:** The Secretary shall mail a notice of all Member Meetings. The notice shall be in writing stating whether it is an Annual or a Special Meeting, the agenda, date, time and place.
 - 1. The meeting notice shall be communicated to the Membership at least ten (10) but no more than sixty (60) days before the meeting.
- 3.6 **Treasurer's Duties:** The Treasurer shall maintain accurate accounts of the properties and business transactions of the Association including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books of account shall at all reasonable times be open to inspection by any Director or Member of the Association.
- A. **Deposits:** The Treasurer shall deposit all monies in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors.
 - B. **Disbursements:** The Treasurer shall disperse the funds of the Association as ordered by the Board of Directors and/or a vote of the Members. Disbursements of over \$100.00 shall require Board approval. All disbursements require two (2) authorized signatures.
 - C. **Reports:** The Treasurer shall provide to the Directors and to the Members upon request an account of all his/her transactions as Treasurer and of the financial condition of the Association.
 - D. **Financial Statements:** The Treasurer shall provide the Directors and the Membership an accurate Quarterly Financial Statement. Such statement shall be communicated to the Members no later than thirty (30) days after the end of the Quarter. At a minimum, the Financial Statement should include: all monies received, all disbursements and the balance available including accrued principal and interest in the Contingency Funds.
 - E. **Audit:** The Treasurer shall prepare books for the annual Audit by an independent Auditor selected by the Board.
- 3.7 **Record Retention:**
- A. The Association or its agents must retain the following records for five (5) years:
 - 1. Financial
 - 2. Legal
 - 3. Administrative
 - B. Retained records are available for review by any member in good standing upon request to the appropriate Officer of the Board of Directors.

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ARTICLE 4. MEMBERSHIP MEETINGS

- 4.1 **Annual Meeting:** The Annual Meeting of the Members of the Association shall be held during the Fourth Quarter of the calendar year, at such place as may be fixed by the Board and set out in the meeting notice and Agenda.
- 4.2 **Annual Meeting Agenda:** New Members of the Board of Directors shall be elected, reports of the affairs of the Association shall be presented (including the Secretary's, Treasurer's and Committee's Reports) and any old or new business may be transacted. The meeting Agenda shall be communicated with the meeting notice.
- 4.3 **Special Meetings:** A Special Meeting may be called at any time by the President of the Association at the request of any Board Member or at the request of 10% (1/10) of all Members of the Association.
- 4.4 **Meeting Notices:** Annual and Special Meeting notices shall be in writing. The notice shall be communicated to the Members at least ten (10) but no more than sixty (60) days before the meeting stating the date, time, place and the meeting Agenda.
- 4.5 **Quorum:** The presence of 10% of the total Association Membership who are entitled to vote at any meeting shall constitute a quorum for the transaction of business.
- A. The Members present at a duly called meeting at which a quorum is present may continue to do business until adjournment even if some Members leave before adjournment, leaving less than a quorum.
- 4.6 **Votes:** A simple majority vote of those Members present at an Association meeting shall be valid and binding on the Association except as otherwise provided for in the Bylaws (See Article V of these Bylaws, below, and the Declaration).
- 4.7 **Member Voting Rights:** Each Member in good standing shall have the right to vote in person or by proxy at all Membership Meetings. All proxies shall be in writing and shall be filed with the Secretary before the meeting. Each Member shall have one (1) vote.
- 4.8 **Rescheduling Meetings:** If a meeting cannot be held at the time specified because of the lack of a quorum, the meeting may be adjourned from day to day or until a day certain.
- 4.9 **Member Comments:** At each Membership meeting the Board shall provide a reasonable opportunity and specific time limit for unit owners to comment regarding any matter affecting the Association.

ARTICLE 5. BY-LAW AMENDMENTS

- 5.1 These Bylaws may be altered, amended, added to or repealed at any Association Meeting by a 67% (2/3) vote of those present if there be a quorum

ARTICLE 6. GENERAL PROVISIONS

- 6.1 The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions thereof.

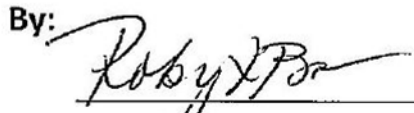
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- 6.2 No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.
- 6.3 In the event of any conflict between these Bylaws and the provisions of the Laws of the State of Kansas, the latter shall govern and apply.
In the event of any conflict between these Bylaws and the provisions of the Declaration, the latter shall govern and apply.
The Association, the Board on behalf of the Association or any Owner shall have the right to enforce by any proceeding at law or in equity any and all restrictions, conditions, covenants, reservations, liens, obligations and charges now or hereafter imposed by the provisions of these Bylaws or by the Articles of Incorporation or by the Declaration.
- 6.4 The Board of Directors will manage the Association based on a fiscal year being defined as a calendar year.

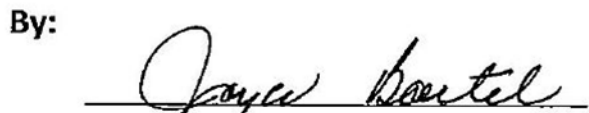
ARTICLE 7. ADOPTION OF BYLAWS

- 7.1 The Board of Directors of the Association hereby adopts, with membership approval, the foregoing Amended Bylaws of the Indian Creek Park Estates Homes Association, Inc., this 11th day of November, 2017.

For the Indian Creek Park Estates Association:

By: 

(Robyn Bair, President)

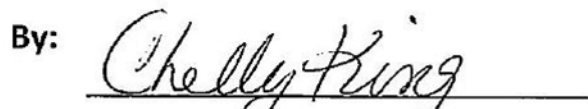
By: 

(Joyce Bartel, Treasurer)

By: _____
(No Vice-President; one vacancy)

By: 

(Chuck Summers, Board Member)

By: 

(Chelly King, Secretary)

By: 

(Shanna Lambing, Board Member)