

ISSUE	CURRENT BY-LAW	PROPOSED BY-LAW
<p><b>A) Proposed change:</b></p> <p><b>With the intention of protecting the park against fire</b></p> <p>1)The density of trees and proximity and wooden homes make the park especially vulnerable to fire.</p>	<p><b>Section 11.8.11</b>The use and display of fireworks is prohibited. Open fires of any kind, including incinerators, are prohibited on any part of the Park premises except at such times and places as may be designated by the Property Officer.</p>	<p><b>Section 11.8.11</b> The use and display of fireworks is prohibited. <b>Open fires of any kind, including ground fires and incinerators, are prohibited on any part of the Park premises. Exceptions are self-contained devices with covers. The Executive Committee may restrict all fires in times of drought.</b></p>
<p><b>B) Change Recommended by HALP's attorney</b></p>	<p>Our lawyer/notary advised that the signature/notarization page should be reorganized so that the clerk's signature is included in the notarized portion of the page.</p>	<p><b>Move clerk attestation from the bottom of the page to above the notary's section.</b></p>
<p><b>C) Document change to reflect what we already do:</b></p> <p>As per our current agreement with LPA, scheduling the use of the buildings is now the responsibility of Laurel Park Association.</p> <p>The exception is the Post Office building, which is under the jurisdiction of</p>	<p><b>Section 3.5.14</b> All requests for use of equipment, dining hall, etc., shall be made to the Executive Committee. Dates for use of facilities will be posted on the outside Bulletin Board. (Added @ 2006 Annual Meeting)</p>	<p><b>Section 3.5.14</b> Requests for use of common buildings,with the exception of the Post Office, shall be made to the <b>Laurel Park Association representative. Requests for use of the Post Office building shall be made to the Executive Committee. Dates for use of facilities will be posted on the</b> outside Bulletin Board ten days in advance, or at the time of scheduling, whichever is the later date.</p>
<p><b>D) Withdrawn</b></p>		

<p><b>E) Withdrawn</b></p>		
<p><b>F) Document change to reflect what we already do:</b> Vice President is responsible for holding orientations</p>	<p><b>Section 3.11.3</b> The VICE-PRESIDENT shall assume all the duties and functions of the President in his or her absence or incapacity.</p>	<p><b>Section 3.11.3</b> The VICE-PRESIDENT shall assume all the duties and functions of the President in his or her absence or incapacity. <b>The VICE-PRESIDENT schedules and performs orientations for new homeowners and tenants.</b></p>
<p><b>G) Withdrawn</b></p>		
<p><b>H) Adjusting fees for inflation.</b> \$75 in 2006 is now \$113 in 2023. \$500 in 2006 is now \$758</p>	<p><b>A SEVENTY-FIVE (\$75.00) DOLLAR</b> transfer fee shall be required to be paid to the Association by both the Seller and the Buyer. If a Unit is transferred without the Applicant having completed the Orientation Process as required in Section 11.9, the Seller will be required to pay a fee of <b>FIVE HUNDRED (\$500.00) DOLLARS.</b> (Amended @ 1991, 1998, 2006 Annual Meeting)</p>	<p><b>A ONE HUNDRED(\$100) DOLLAR</b> transfer fee shall be required to be paid to the Association by both the Seller and the Buyer. If a Unit is transferred without the Applicant having completed the Orientation Process as required in Section 11.9, the Seller will be required to pay a fee of up to <b>SEVEN HUNDRED FIFTY(\$750) DOLLARS.</b> (Amended @ 1991, 1998, 2006 Annual Meeting)</p>
<p><b>I) Withdrawn</b></p>		
<p><b>J) Adjusting fines for inflation \$500 in 2006 is now \$758</b></p>		<p><b>Throughout the document change \$500 to \$750</b></p>
<p><b>K) Proposed Document Change</b>  <b>With the intention to make by-laws easier for all to understand.</b></p>		<p><b>Throughout the document</b>  <b>Follow:</b></p> <ul style="list-style-type: none"> <li>• <b>“Association” with (Homeowners)</b></li> </ul>

		<ul style="list-style-type: none"> <li>● “Trustees” with (“Executive Committee”)</li> <li>●</li> </ul>
<p>L) Withdrawn</p>		
<p><b>M) With the intention to deter contractors from building encroachments on common land.</b>                  Section 11.2.2 specifically addresses construction. Other fines are addressed in sec. 5.1.6.</p> <p>The current maximum fine of \$500 is not sufficient to deter the bylaw infraction of building outside a unit's footprint without EC approval, and an easement.</p> <p>Currently once an unapproved structure is built, the only recourse HALP has is to employ legal counsel.</p>	<p><b>Section 5.1.16</b> To enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of any of the terms and conditions of the Master Deed or of this Trust, including but not limited to the By-Laws and its Rules and Regulations established by the members to govern the conduct of the Unit Owners. No fine may be levied for more than FIVE HUNDRED (\$500.00) DOLLARS for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation and be subject to a fine of not more than FIVE HUNDRED (\$500.00) DOLLARS, Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules and Regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations; (Amended @ 1996. 2018 Annual Meeting).</p> <p><b>Section 11.2.2</b>                  The Executive Committee may from time to time establish a reasonable schedule of fines, not to exceed <b>FIVE HUNDRED (\$500.00) DOLLARS</b> per violation. A Unit</p>	<p><b>Section 5.1.16</b> To enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of any of the terms and conditions of the Master Deed or of this Trust, including but not limited to the By-Laws and its Rules and Regulations established by the members to govern the conduct of the Unit Owners. No fine may be levied for more than FIVE HUNDRED (\$500.00) DOLLARS for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation and be subject to a fine of not more than FIVE HUNDRED (\$500.00) DOLLARS <b>with the exception of fines listed in section 11.2.2.</b> Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules and Regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations; (Amended @ 1996. 2018 Annual Meeting).</p> <p><b>Section 11.2.2</b>                  The Executive Committee may from time to time establish a reasonable schedule of</p>

	<p>Owner shall be notified of the violation of any provision of this document, as well as the amount, if any, of the fine imposed. If the violation is of an on-going nature, the Executive Committee shall establish a reasonable period of time for the Owner to correct the violation to the satisfaction of the Executive Committee. If the violation involves the use of common land, the Executive Committee may take whatever action is necessary to correct the violation at the Owner's expense. Each day that a violation exists after the correction date established by the Executive Committee may be deemed a separate violation with a daily fine imposed not to exceed \$50 per day. Any fines imposed, or expenses incurred, must be paid to the Trust as any other Trust fees or expenses billed to Unit Owners, and the enforcement of collection of any fine imposed, or expenses incurred, will be subject to the terms of Article III, Section 3.7.4 of the Declaration of Trust. (Amended @ 1996, 1998, 2015 Annual Meetings)</p>	<p>Owner shall be notified of the violation of any provision of this document, as well as the amount, if any, of the fine imposed. If the violation is of an on-going nature, the Executive Committee shall establish a reasonable period of time for the Owner to correct the violation to the satisfaction of the Executive Committee. If the violation involves the use of common land, the Executive Committee may take whatever action is necessary to correct the violation at the Owner's expense. Each day that a violation exists after the correction date established by the Executive Committee may be deemed a separate violation with a daily fine imposed not to exceed <b>FIVE THOUSAND (\$5,000) DOLLARS</b> per violation. A Unit Owner shall be notified of the violation of any provision of this document, as well as the amount, if any, of the fine imposed. If the violation is of an on-going nature, the Executive Committee shall establish a reasonable period of time for the Owner to correct the violation to the satisfaction of the Executive Committee. If the violation involves the use of common land, the Executive Committee may take whatever action is necessary to correct the violation at the Owner's expense. Each day that a violation exists after the correction date established by the Executive Committee may be deemed a separate violation with a daily fine imposed not to exceed <b>TWO HUNDRED AND FIFTY \$250 DOLLARS</b> per day. Any fines imposed, or expenses incurred, must be paid to the Trust as any other Trust fees or expenses billed to Unit Owners, and the enforcement of collection of any fine imposed, or expenses incurred, will be subject to the terms of Article III, Section 3.7.4 of the Declaration of Trust. (Amended @ 1996, 1998, 2015 Annual Meetings)</p>
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<p><b>N) Document change to reflect what we already do:</b></p> <p>Measured drawings are required for approval.</p>	<p><b>Section 11.7 Alteration, Extension or Repair of Units:</b> ...A written statement describing the proposed erection, alteration, extension or repair, including a <b>sketch or drawing to scale</b> of the proposed work to be done shall be submitted to the Executive Committee. The Executive Committee shall either approve or reject the Unit Owner's proposal within THIRTY-FIVE (35) DAYS of the submission by the Unit Owner. No Unit Owner may extend the ground floor of their Unit beyond the Unit's footprint. No expansion may be allowed above the ground floor, either in height or width, without the notification of all unit owners and the approval of the Executive Committee and input from any affected neighbors. Notification is according to Section 3.2.10 Official Notification. Footprint is defined in the Master Deed. All new construction and all alterations to existing Units shall meet all of the conditions set forth in this Section and in Section 6.1. (Amended @1994, 1996, 1998, 2006, 2007, 2010,2019 Annual Meeting)</p>	<p><b>Section 11.7 Alteration, Extension or Repair of Units:</b> ...A written statement describing the proposed erection, alteration, extension or repair, including a <b>measured drawing</b> of the proposed work to be done, shall be submitted to the Executive Committee. The Executive Committee shall either approve or reject the Unit Owner's proposal within THIRTY-FIVE (35) DAYS of the submission by the Unit Owner. No Unit Owner may extend the ground floor of their Unit beyond the Unit's footprint. No expansion may be allowed above the ground floor, either in height or width, without the notification of all unit owners and the approval of the Executive Committee and input from any affected neighbors. Notification is according to Section 3.2.10 Official Notification. Footprint is defined in the Master Deed. All new construction and all alterations to existing Units shall meet all of the conditions set forth in this Section and in Section 6.1. (Amended @1994, 1996, 1998, 2006, 2007, 2010,2019 Annual Meeting)</p>
<p><b>O) Withdrawn</b></p>		
<p><b>P) Withdrawn</b></p>		

<p><b>Q) Addition to create clarity:</b> There is no specified date for new By-laws to take effect.</p>		<p><b>Once passed by general meeting vote, amended by-laws must be filed within 45 days. Amendments take effect on the date of recording.</b></p>
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