




August 17, 2017

MEMORANDUM

TO: Montgomery County Planning Board

FROM: Carol S. Rubin, Associate General Counsel 

RE: Goldsboro Homeowners Association, Inc.  
Amendment to Bylaws

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With this memorandum, we forward for the Board's consent, amendments to the governing documents (Bylaw Amendments) of the Goldsboro Homeowners Association, Inc., including the removal of Article XVI, Section 1, requiring the consent of M-NCPPC to any subsequent Bylaw amendments.

The consent of M-NCPPC is for the purpose of Section 59-D-3.4 of the Montgomery County Zoning Ordinance, which establishes the findings that the Planning Board must make in approving any site plan.<sup>1</sup> The practice was established to assure consistency with public open space/use requirements. That practice has been replaced by the application of conditions and reference to the Board's Resolution on the Certified Site Plan.

Nothing in the amendments are relevant to the findings that the Planning Board made in its site plan approval as required by the Zoning Ordinance, nor do the amendments infringe on Commission rights or obligations of the owners that are relevant to the Commission; i) the right of the Association to provide meeting notices, participate in meetings and vote by proxy by electronic transmission, ii) modify the rules for nomination and election of Directors, iii) clarification of the rules governing closed sessions of the Board of Directors, iv) suspend the voting rights of any member due to non-payment of fees, v) modify the duties of the Treasurer with respect to budget and record-keeping, vi) imposing fines for violations of the Association's declaration, by-laws, rules and regulations including signage, parking and speed limits. Therefore, I recommend that the Board consent to the amendments.

Attachment 1 – Amendment to the Bylaws

<sup>1</sup> Please note that effective October 30, 2014, the Zoning Ordinance was amended. The relevant provision is now Section 7.3.4.E.

ATTACHMENT 1

**BYLAWS**

**GOLDSBORO HOMEOWNERS ASSOCIATION, INC**

**(Amended and Restated as of November 1 \_\_\_\_\_, 2016)**

**ARTICLE I**

NAME AND LOCATION. The name of the corporation is GOLDSBORO HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be identified in the records on file with the Corporate Charter Division of the Maryland State Department of Assessments and Taxation, located at Rollins Avenue, Suite 100, Rockville, MD 20852, but meetings of members and directors may be held at such places within the State of Maryland, County of Montgomery, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to GOLDSBORO HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

**Section 4.** "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

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Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to CROWELL & BAKER CONSTRUCTION CO., INC., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded among the Land Records of Montgomery County, Maryland.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III MEETING OF MEMBERS

Section 1: Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association on such date as the Board of Directors shall designate and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, at a time and place determined by the Board of Directors.

Section 2: Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of members who are entitled to vote one-third (1/3) of all of the votes of the ~~Class A~~ membership.

Section 3: Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat,

## ATTACHMENT 1

addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

In the alternative, notice may be provided by electronic transmission if (1) the board of directors authorizes notice of a meeting by electronic transmission; (2) the lot owner gives the association prior written authorization to provide notice of a meeting by electronic transmission; and (3) an officer or agent of the association certifies in writing that the association has provided notice of a meeting as authorized by the lot owner.

**Section 4: Quorum.** The presence at the meeting of members (whether in person, by telephone or electronic participation if all persons participating in the meeting can hear each other at the same time), or of proxies, entitled to cast one-third (1/3) of the votes ~~of each class of membership shall~~ constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. An additional meeting may be called if the notice of the meeting states the procedure for the calling of an additional meeting, and a majority of the members present vote in favor of such an additional meeting. At any such additional meeting, a quorum shall consist of the members present in person or by proxy entitled to cast one quarter (1/4) of the votes ~~of each class of membership~~ and a majority of the members present in person or by proxy may approve or authorize any proposed action and may take any other action which would have been taken at the original meeting.

**Section 5: Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies ~~shall~~may be provided in writing or sent by electronic transmission, so long as the electronic transmission contains information that verifies that the vote or proxy is authorized by the lot

## ATTACHMENT 1

owner or the lot owner's proxy. All proxies shall be maintained by and filed with the secretary for the period of their validity. No proxy of an individual member shall remain valid for a period in excess of sixty (60) days from the date the same ~~is~~ filed or following the next annual meeting of the Association membership following the date of filing such proxy. Upon expiration of such period, the proxy shall become void. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

### ARTICLE IV

#### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1: Number. The affairs of this Association shall be managed by a Board of five (5) Directors.

Section 2: Term of Office. At the first annual meeting of the members of the Corporation, five (5) Directors shall be elected; one of ~~them~~ the originally elected Directors will serve for a term of one year, two for a term of two years, and two for a term of three years. At each annual meeting of members thereafter, Directors shall be elected for the vacancy or vacancies then occurring for a term of three years.

Section 3: Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 4: Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5: Action Taken Without a Meeting. The Directors shall have the right to take any action, in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the

## ATTACHMENT 1

Directors.

### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board of Directors shall be ~~made~~ solicited by ~~the Directors~~ a Nominating Committee. Nominations may also be made from the floor at the annual meeting. ~~The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting, and~~ such appointment shall be announced at each annual meeting. ~~The Nominating Committee~~ Directors shall ~~make solicit~~ as many nominations for election to the Board of Directors as ~~the Directors~~ shall in ~~their~~ discretion determine, but not less than the number of vacancies that are to be filled. Such nomination may be made from among members or non-members who may also submit a self-nomination to the Board at least thirty (30) days prior to the date of the annual meeting and election, to allow for that person to be included on the ballot.

Section 2: Election. On the request of any member, ~~E~~lection to the Board of Directors shall be by secret written ballot. The request to follow the secret written ballot procedure must be made, in writing, at least thirty (30) days prior to the date of the annual meeting and election. At such election, the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Vacancies in the Board of Directors shall be filled by vote of the majority of the remaining Directors, even though the remaining Directors may constitute less than a quorum, and each person so elected to fill a vacancy shall be a Director until a successor is elected at the

## ATTACHMENT 1

next annual meeting to serve out the unexpired portion of the term vacated. At an annual meeting of the members or at any special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the votes cast at the meeting in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1: Meetings. Regular or special meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least ~~six~~ three such meetings shall be held during each fiscal year. Notice of any regular or special meetings of the Board of Directors, other than the organization meeting, shall be given to each Director, by personal delivery, mail or ~~telegraph,~~ electronic transmission at least ~~three~~ seven days prior to the date set for such meetings. Reasonable advance notice of such meetings shall be given to members of the Association by public posting, circular, newsletter, mail or electronic transmission, ~~or other means providing reasonable assurance of general knowledge of the meeting.~~ Notice may be provided by electronic transmission if (1) the board of directors authorizes notice of a meeting by electronic transmission; (2) the lot owner gives the association prior written authorization to provide notice of a meeting by electronic transmission; and (3) an officer or agent of the association certifies in writing that the association has provided notice of a meeting as authorized by the lot owner.

All regular and special meetings shall be open to all members of the Association unless a closed session is authorized by the law of Montgomery County or the State of Maryland.

A closed meeting may only be held by the board of directors for the following purposes (1) discussion of matters pertaining to employees and personnel; (2) protection of the privacy of individuals in matters not



## ATTACHMENT 1

related to the association's business; (3) consultation with legal counsel on legal matters; (4) consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters; (5) investigative proceedings concerning possible or actual criminal misconduct; (6) consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the association; (7) compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or (8) discussions of individual owner assessment accounts, or as otherwise permitted by the Maryland Homeowners Association Act, as amended from time to time.

If a closed meeting is held, an action may not be taken or discussed if it is not specifically permitted by this Section 1. Furthermore, a statement of the time, place, and purpose of a closed meeting, the record of the vote of each board member by which the meeting was closed, and the authority for a closed meeting shall be included in the minutes of the next meeting of the board of directors of the association.

**Section 2: Waiver of Notice.** Any Director may in writing waive notice of such meeting.

Attendance by a Director at any meeting shall be a waiver of notice.

**Section 3: Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4: Action Without Meeting.** Any action by the Board of Directors required or permitted to be taken at ~~any-a~~ closed meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively concur in writing to such action, and such consent or



## ATTACHMENT 1

consents are filed with the Minutes of the proceedings of the Board of Directors.

### ARTICLE VII

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have the following powers:

- (a) Adopt and publish reasonable rules and regulations governing the use of all the properties described in the Declaration of Covenants, Conditions and Restriction, or these By-Laws (including all Properties, Lots, and the Common Areas and facilities), the personal conduct of the members and their guests thereon, and establishing penalties for the infraction thereof.
- (b) Suspend the voting rights ~~and right to use the recreational facilities~~ of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations. Such suspension may be appealed to a meeting of the members; but it shall be the responsibility of the appellant to obtain the written requests necessary to call any special meeting for that purpose in accordance with the provisions of Article III, Section 2, unless the Board of Directors elects to call such meeting.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration, including the exercise of the power to levy assessments in accordance with the provisions of Article IV of the Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Montgomery County, Maryland, in Liber 6138, Folio 331, et seq., a copy of said assessment provisions being attached hereto as a part of these By-Laws.

## ATTACHMENT 1

(d) Declare the office of a member of the Board of Directors to be vacant in the event that such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.

(f) Grant such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provisions of public utilities to the common area and lots as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the lots. The same may be granted only over those portions of the Common Areas upon which no building or structure has been erected.

(g) The Association shall maintain the Common Areas in good condition, and make any repairs, corrections and improvements necessary for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety and/or welfare of the owners of the Lots. Maintenance of the Common Areas shall include the repair of all roadways, curbs, lighting and/or any other fixtures on Common Areas. In addition, such maintenance shall include removal of snow, or any other natural or unnatural obstruction of any and all of the common elements.

Section 2: Duties. The following shall be the duties of the Board of Directors:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or any special meeting when such statement is requested in writing by one-third (1/3) of the Class A members who are entitled to vote.

(b) Supervise all officers, agents and employees of this Association and see that their duties are

## ATTACHMENT 1

properly performed.

(c) As more fully provided in the Declaration:

- (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) cause to be filed among the Land Records Notices of Lien, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring any action of law against the owner personally obligated to pay the same.

The Board of Directors, in its discretion, may establish a reasonable late fee to be imposed if an assessment remains unpaid for ten (10) days or more after the date due. In addition to any such late fee, a delinquent owner shall be responsible for payment of all costs and attorneys' fees associated with collection of delinquent assessments from such owner.

(d) Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, and releases of liens when the assessment, interest and reasonable attorney's fees relating thereto have been paid. A reasonable charge may be made by the Board for the issuance of these certificates of release. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Procure and maintain adequate fidelity insurance as required by the Maryland Homeowners Association Act, as amended from time to time.

(~~g~~) Cause all officers or employees having fiscal responsibilities to be further bonded as it may

## ATTACHMENT 1

deem appropriate.

- (gh) Cause the Common Area to be maintained.
- (i) Prepare and submit to members an annual proposed budget and adopt the budget, as described in Article IX below.
- (hj) To perform all duties that may be required of the Board of Directors by the Declaration.

Nothing in these By-Laws shall be deemed to require the Board of Directors to perform any particular acts of maintenance, it being the intent of these By-Laws that the board of Directors shall be vested with full discretion in relation thereto.

### Section 3: Indemnification of Directors, Officers, Committee Members and Other Volunteers.

The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or proceeding (including the settlement of any such suit or proceeding if approved by the Board of Directors of the Association) to which he may be made a party by reason of being or having been an Officer or Director of the Association whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Association, or former Officer or Director of the Association, may be entitled. The Association shall, as a common expense, maintain adequate general liability and Officers' and Directors' liability insurance to fund this indemnification obligation. As used in this section, Officers

## ATTACHMENT 1

and Directors shall be deemed to include committee members and other volunteers acting on behalf of the Association.

### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers. The Officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board of Directors; a secretary; a treasurer; and such other officers as the Board may from time to time by resolution create.

Section 2: Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or is otherwise disqualified to serve.

Sections 4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7: Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the

## ATTACHMENT 1

case of special offices created pursuant to Section 4 of this Article.

Section 8: Duties. The duties of the officers are as follows:

### President

(a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

### Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

### Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board.

### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall be authorized to sign checks and promissory notes of the Association, keep proper books of account, cause an ~~annual~~ audit of the Association books to be made by a certified public accountant at least every two years, ~~the completion of each fiscal year,~~ and shall prepare an annual budget, including and a statement of income and expenditures, as described in Article IX below, ~~to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.~~

## ATTACHMENT 1

### ARTICLE IX

#### ANNUAL BUDGET

The Board shall submit an annual proposed budget to the members at least 30 days before its adoption, by electronic transmission, by posting on the Association's website or by mailing. The budget shall provide information on at least the following items: (1) income, (2) administration costs, (3) maintenance costs, (4) utility costs, (5) general expenditures, (6) reserves and (7) capital expenditures. The budget shall be adopted by the Board. Except for expenditures made because of a condition that, if not corrected, could reasonably result in a threat to the health or safety of a member or members or a significant risk of damage to the development, any expenditure that would result in an increase in assessments for the current fiscal year in excess of 15% of the budgeted amount previously adopted shall be adopted at a special meeting of the Board- for which not less than ten days written notice shall be provided to members.

### ARTICLE IX

#### COMMITTEES

~~The Board of Directors shall appoint a nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, including an Architectural Control Committee as provided for in the Declaration of Covenants.~~

### ARTICLE XI

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours and after reasonable notice be made available for examination or copying by a member, a member's



## ATTACHMENT 1

mortgagee and their respective duly authorized agents or attorneys. Written requests for a copy of financial statements or minutes of meetings shall be responded to, and copies provided, within the times prescribed by Section 11B-112 of the Maryland Homeowners Association Act, as amended from time to time. The Association may assess a reasonable charge to make copies of documents, subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable price.

### ARTICLE XII

#### EXECUTION OF CORPORATE DOCUMENTS

With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Corporation by either the president or treasurer, and all checks shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

### ARTICLE XIII

#### COMMON AREA AND LOTS

Section 1: No Obstruction of Common Areas. There shall be no obstruction of any of the Common Areas. Nothing shall be stored upon any Common Area without the approval of the Board of Directors. Vehicular parking upon Common Areas shall be regulated by the Board of Directors.

Section 2: Rate of Insurance. Nothing shall be done or maintained in or upon any Common Area that will increase the rate of insurance on any lot or Common Area, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained

## ATTACHMENT 1

in or upon any Common Area that would be in violation of any law. No waste shall be committed upon any Common Area.

Section 3: Signs. ~~No signs of any character shall be erected, posted or displayed upon, in, from or about any Common Area.~~ Except as provided below, no signs of any kind may be erected, posted or displayed on any townhouse, lot or common area within the Goldsboro community.

(a) "For Sale" and "For Rent" Signs. (i) GHA will provide one standardized sign to each member whose property is "For Sale" or "For Rent." The sign may be obtained for a refundable deposit of \$100 upon request of any GHA officer or director. The sign will provide for the telephone number of the member or real estate agent and is to be posted in the front yard of the property for sale or rent. The sign shall be removed when the sale or rental is under contract and any "subject to" conditions have been fulfilled. The deposit will be refunded by check within two weeks of the sign's return to GHA.

(ii) Directional signs indicating an "Open House" may be provided by the member or real estate agent and placed at the entrance to the Goldsboro community only during the hours that the townhouse is attended for the Open House. The "For Sale" or "For Rent" sign provided by GHA includes an attachable "Open Today" plaque, precluding the need for any other signs on the property.

(b) "Political" Signs. "Political" signs that conform with Section 11B-111.2(c) of the Maryland Homeowners Association Act (the "Act") are permitted to be posted in the yard of a Lot owner during the 31-day period before, and up to seven days following, the subject election or vote on the subject proposition. Political signs may not be posted in Common Areas.

Section 4: Junk Vehicles. No junk vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any Common Area, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

Section 5: Recreational Vehicles. No boat, mobile home, trailer, camper, bus or truck over one-half ton commercial or recreational vehicle of any kind shall obstruct or be parked or stored upon any of the Common Areas.

Section 6: Trash. No burning of any trash and no unreasonable or unsightly accumulation or

## ATTACHMENT 1

storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Common Area.

Section 7: Parking. Parking on Goldtree Way, from Goldleaf Drive to the first driveway, is prohibited on both sides of the street. From that point on Goldtree Way to the last street light near the dead end, parking is limited to the left side of the street facing the dead end. Beyond the last street light, parking is limited to the right side of Goldtree Way. Parking on Davenport Terrace, from Goldleaf Drive to the fork in Davenport Terrace first driveway, is prohibited on both sides of the street. To facilitate snow removal, no vehicles shall be parked on any Goldsboro community street whenever Montgomery County declares a snow emergency.

Section 8: Townhouse Fronts. No fence or other structures, including recreational, play and sports equipment, may be erected or placed in the front of any townhouse. Patio or lawn furniture (chairs, chaises, tables, umbrellas, etc.) are permitted only on rear decks and in back yards. No homeowner may place a dumpster or storage unit in the front of his/her townhouse without prior notice to the Board; such structures may remain in place for no more than one week without prior Board approval (which approval shall not be withheld unreasonably).

Section 9: Speed Limit. Top speed limit on GHA streets is 15 miles per hour. (These streets are Goldtree Way, Davenport Terrace and Goldleaf Court.) Members are responsible for ensuring that members of their households and their guests comply with this rule. The Board will assess a fine of \$100 against violators of the speed limit for each occurrence.

Section 10: Maintenance and Care of Exteriors. For the purpose of maintaining property values and an attractive community, in consideration of neighbors, each member is responsible for the proper maintenance and care of the exterior of his/her townhouse and lot, including landscaping, consistent with the surrounding community. In the event that the Board determines that any townhouse or lot is not so maintained, it will advise the member of such fact in writing. The member will be invited to

## ATTACHMENT 1

meet with the Board to discuss the matter. After such meeting, or if the member fails to attend such meeting, the Board may assess a fine against the member of up to \$50 per day for each day said condition continues to exist.

Section 711: Rules Promulgated by Board of Directors. There shall be no violation of any rule for the use of the properties described in the Declaration of Covenants, Conditions and Restrictions or these By-Laws (which include all Properties, Lots and the Common Areas) which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

Section 812: Daycare. No unit, lot or any portion thereof, may be used for the purpose of a family daycare home, whether or not registered in accordance with applicable county, state or federal law.

### ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in a circular form, having within its circumference the words:

GOLDSBORO HOMEOWNERS ASSOCIATION, INC.

Corporate Seal, Maryland

### ARTICLE X+V MORTGAGE, NOTICE, OTHER RIGHTS OF MORTGAGEESE, FHA/VA

Section 1: Notice to the Board of Directors. Any owner of any lot subject to the Declaration shall, if requested to do so, promptly notify the Board of Directors of the name and address of his mortgages or holder of his deed of trust and, if also requested to do so, shall file a confirmed copy of such mortgage or deed of trust with Board the of Directors.

Section 2: Notice. ~~All mortgages and all holders of deeds of trust shown on the roster of~~

## ATTACHMENT 1

~~mortgages and deeds of trust filed with the Board upon written request shall be given notice of all meetings of the membership and Board of Directors and shall be supplied with all consents by the Board of Directors to actions taken without a meeting of the Board of Directors. All mortgages and all holders of deeds of trust shall have the right to attend all meetings of the members of the Board of Directors but shall not be permitted to vote thereat.~~ In the event of substantial damage or destruction to any part of the Common Areas or community facilities or in the event that a portion of the Common Areas or community facilities are the subject matter of any condemnation or eminent domain proceeding is otherwise sought to be acquired by any condemning authority, then the Board of Directors shall give prompt written notice to any such proceeding or proposed acquisition to all mortgages and holders of deeds of trust shown on the roster pertaining to mortgages and holders of deeds of trust.

### ARTICLE XVI

#### COMPLIANCE WITH THE DECLARATION

~~In all matters, the provisions of the Declaration shall be complied with by the Association including, without limitation the requirements for consent of the Maryland National Capital Park and Planning Commission, the Federal Housing Administration and the Veterans Administration to actions which require such consent as set forth in the Declaration.~~

### ARTICLE XVII

#### AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, ~~and then only with the consent in writing of the Maryland National Capital Park and Planning Commission or any agency that~~

ATTACHMENT 1

~~may be successor thereto or, if there is a dissolution of said agency, any other appropriate agency of Montgomery County, Maryland~~

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. Article XII, Section 8 of these By-laws prohibiting use of a unit or lot as a family daycare home may be amended by a vote of a simple majority of the total eligible voters of the Association.

ARTICLE XVIII  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin upon the date of incorporation.

THIS IS TO CERTIFY that the foregoing is a true and complete copy of the By-Laws of GOLDSBORO HOMEOWNERS ASSOCIATION, INC., as amended.

Attest:

~~Leslie Smith~~ ~~or~~ ~~Witherspoon~~      Date  
Date  
Secretary  
Goldsboro Homeowners Association, Inc.

~~Gilbert Cappel~~ ~~Steven Seham~~  
\_\_\_\_\_  
President  
Goldsboro Homeowners Association, Inc.



ATTACHMENT 1

[Amended Bylaws'GLD.Final Approved Bylaws.110116.docx](#)



ATTACHMENT 1