

**AMENDMENT TO THE BY-LAWS OF  
COUNTRY PLACE CITIZENS ASSOCIATION, INC.**

**ARTICLE I POWERS**

The Association shall have all powers necessary and proper to achieve its purposes as stated in the Articles of Incorporation.

**ARTICLE II MEMBERSHIP**

**Section 1 Eligibility**

Each home owner and resident tenant of the community known as Country Place shall be entitled to be members of the Association, and only such persons shall be entitled to be members.

**Section 2 Jurisdiction of the Association**

The community known as Country Place shall include that real property which is, and which shall be, held and/or conveyed, transferred and sold, located in the County of Montgomery, State of Maryland, and more particularly described as follows:

Lots 1 to 29, Block A; Lots 1 to 18, Block C; Lots 18 to 21, Block D; and Lots 1 to 8, 25, 26, and 41, Block B; as shown on Record Plats 1, 2 and 4, Glen Oaks, Potomac District, as recorded in Plat Book 84, Plats 8708, 8709, and 8711, respectively.

Also, Lots 9 to 24 and 27 to 40, Block B; Lots 19 to 30 and 44 to 45, Block C; and Lots 13 to 17, Block D; as shown on Record Plats 5 and 6, Glen Oaks, Potomac District, as recorded in Plat Book 86, Plats 9057 and 9118, respectively.

And also, Lots 31 to 43, Block C; Lots 46 to 64, Block C; and Lots 1 to 12, Block D; as shown on Record Plats 7 and 8, Glen Oaks, Potomac District, as recorded in Plat Book 88, Plats 9428 and 9429, respectively.

And also, Lots 65 through 71, both inclusive, in Block C; Lots 22, 23, and 24 in Block D; as shown on Record Plat 10, Glen Oaks, Potomac District, as recorded in Plat Book 93, Plat 10209.

Plats 1, 2 and 4 were recorded on September 28, 1967; Plat 5 was recorded on October 4, 1968; Plat 6 was recorded on January 8, 1969; Plats 7 and 8 were recorded on October 16, 1969; and Plat 10 was recorded on March 7, 1972.

**Section 3 Members-in-Good-Standing**

Any resident who has paid the most recent annual dues shall be a Member-in-good-standing. Only such members shall be entitled to attend all functions, events, and meetings unless as specifically excluded in ARTICLE IX, Sections 5, 14 and 15, and to vote on all matters except as specifically excluded in ARTICLE IX, Sections 5, 14, and 15, and to receive any other benefit of the Association.

### **ARTICLE III ASSOCIATION YEAR**

The terms "Association year," "fiscal year, or "business year," as used within these By-Laws shall be defined as that year commencing with the first day of July and ending with the thirtieth day of June.

### **ARTICLE IV DUES**

#### **Section 1 Annual Dues**

The annual membership dues shall be established by the Board of Directors on a per-residence basis. An increase in annual dues of more than two dollars (\$2.00) above the previous year shall be approved by majority vote of the Members-in-good-standing. The Association year runs from the first day of July thru the thirtieth day of June, and paid-up memberships will continue in effect until the close of the membership solicitation drive for the following year. If a new resident member's initial membership is after the first day of January, the annual dues shall be one-half (1/2) of the annual rate for the balance of that Association year.

#### **Section 2 Special Assessments**

Special assessments may be fixed by the Board of Directors, but payment shall be voluntary, and non-payment shall not affect any of the member's good standing, rights or benefits.

### **ARTICLE V MEETINGS**

#### **Section 1 Annual Meeting**

There shall be at least one regular membership meeting per year.

#### **Section 2 Special Meetings**

Special Meetings may be called at any time by the Board of Directors, and shall be called by the President upon the written request of ten percent (10 %) of the Members-in-good-standing.

**Section 3 Mail Ballot**

A mail ballot or a referendum by mail may be conducted at any time at the discretion of the Board of Directors.

**Section 4 Notice of Meeting**

The entire membership shall be notified in writing at least seven (7) days in advance of any meetings to be held along with a statement of the business scheduled for that meeting. No such meeting shall be valid unless such notice is given.

**Section 5 Quorum**

A quorum at any meeting shall consist of at least ten percent (10%) of the Members-in-good-standing.

**Section 6 Action by Members**

Business considered by the Association shall be decided by a simple majority vote of the quorum present at an announced meeting, or by a simple majority of the votes cast in a mail ballot, except as provided in ARTICLE IX, Sections 5, 14 and 15, and ARTICLE XI.

**Section 7 Voting**

The one-vote-per-residence rule shall prevail on all matters.

**ARTICLE VI GOVERNING BODY**

The Board of Directors shall be the governing body of the Country Place Citizens Association, Inc.

**ARTICLE VII ELECTIONS/APPOINTMENTS OF BOARD OF DIRECTORS AND OFFICERS**

**Section I Elections/Appointments of Board of Directors**

A. The Board of Directors shall consist of nine (9) members. It shall be composed in a manner whereby three (3) new members will be elected each year.

B. Directors must be Members-in-good-standing during their years of service, and at least seven (7) directors must also be home owners.

C. Each year the Board of Directors, at least sixty (60) days prior to the annual election, shall appoint a nominating/election committee of three (3) members from the Members-in-good-standing.

D. The nominating/election committee shall nominate at least three (3) candidates to fill the three (3) offices of Director to be vacated. Additional nominations from the Membership-in-good-standing will be accepted and placed in nomination by the nominating/election

committee if received at least fifteen (15) days prior to the election. These nominations shall be submitted to the Members-in-good-standing at least ten (10) days prior to the election. Prior consent of all nominees is required.

E. The nominating/election committee shall conduct the elections.

F. Elections for Board of Directors shall be by ballot at a Members-in-good-standing meeting or by mail ballot to those such persons no later than thirty (30) days prior to the new Association year.

G. The three nominees to receive the largest number of votes shall be elected.

H. The term of office shall be for three (3) years, commencing with the business year following the election.

I. An elected director may succeed himself for no more than one (1) additional term.

J. A director may resign at any time, or may be removed by majority vote of the remaining Board members. Any vacancy on the Board of Directors shall be filled by a Member-in-good-standing approved by a majority of the remaining directors, even though such majority may be less than a quorum. The appointed Director shall fill only the remainder of the term of office of that vacancy.

## **Section 2 Elections/Appointments of Officers and Other Representatives**

A. The Board of Directors shall elect its officers from among its members at the first meeting after the annual election of Directors.

B. The President of the Association must be a resident home owner. The Board of Directors shall elect one of its members to serve as President. The term of office shall be for one (1) year, and no individual may serve more than two (2) consecutive years.

C. The Vice President and Secretary shall both be elected from among and by the members of the Board of Directors, and shall serve for the same office and term under the same restrictions as the President.

D. Since it is advisable to secure the services of a professional accountant, the Treasurer need not be a member of the Association nor of the Board of Directors. The Treasurer shall be appointed by the President for a term of one (1) year, concurrent with that of the appointing President. The Treasurer may be permitted, however, to continue from year to year.

E. The Board of Directors shall provide for a Covenants Committee to administer the Covenants of Country Place as required in ARTICLE IX, Section 5.

- F. The Board of Directors shall appoint nine (9) Area Hostesses, one to represent each of the following areas:
- (1) Gregerscroft 11700-11804, Doubletree, and Glen
  - (2) Hayfield and Brookford
  - (3) Gregerscroft 11805-12017
  - (4) Ledgerock
  - (5) Edgepark
  - (6) Autumnwood and Tallwood
  - (7) Weatherwood 10000-10033
  - (8) Hunting Ridge 11900-11925 and Weatherwood 10104-1013
  - (9) Hunting Ridge 11800-11836

**ARTICLE VIII DUTIES AND RESPONSIBILITIES OF THE BOARD OF DIRECTORS AND OFFICERS**

**Section 1 Duties and Responsibilities of the Board of Directors**

- A. The business and affairs of the Association shall be managed by the Board of Directors, which shall have authority to take such action, not contrary to these By-Laws or to resolutions of the Association's membership, as are in the best interests of the Association.
- B. The Board of Directors shall meet quarterly.
- C. Upon reasonable notice, the President, at his discretion or at the request of any three (3) directors, may call the Board of Directors into session.
- D. In the absence of the President and Vice President at any given meeting, the Board of Directors shall designate a temporary presiding officer to conduct the meeting.
- E. A quorum of the Board shall consist of five (5) directors, and no meeting shall be valid unless a quorum is present.
- F. Each director shall have one (1) vote at Board meetings.
- G. Actions of the Board shall be by a simple majority vote of those directors present.
- H. The Board of Directors shall have the authority to make such expenditures as it deems necessary to carry out the business of the Association, so long as it does not exceed available funds.

- I. The Board of Directors shall have the authority to propose amendments of ARTICLE IX, Sections 14 and 15, and/or ARTICLE XI of this document.

## **Section 2 Duties and Responsibilities of Officers and Other Representatives**

### A. The President will:

- (1) Preside at all meetings of the membership and of the Board of Directors and execute the decisions of the membership and of the Board of Directors.
- (2) Serve as the designated representative of the Association.
- (3) Appoint such committees as he deems necessary to carry out delegated responsibilities.
- (4) Arrange for an independent audit of the Association's books at the end of the Association year. The audited report must be rendered to the membership.

### B. The Vice President will:

- (1) In the event of the incapacity of the President or his unavailability, assume the duties, responsibilities and functions of the office of the President until such time as the President is available and/or able to resume the duties of his office.
- (2) Perform such other duties as are required of the office.

### C. The Secretary will:

- (1) Record the Minutes of all Membership and Board meetings in a book provided for that purpose, which would be available to all Association members at any time for review.
- (2) Bring these Minutes to all meetings of the Association.
- (3) Notify the membership of the time and place of elections, ballots, and meetings.
- (4) Print and distribute a current roster of residents at least every other year, including first names of husband and wife, their address and telephone number.
- (5) Perform such other duties as are required of the office.

### D. The Treasurer will:

- (1) Collect all monies and contributions due the Association and keep a permanent record of those collections and the disbursements thereof.
- (2) For each meeting' of the Board of Directors, prepare a report in both summary form and on a budgeted line-item basis the following; Balance of funds at close of last meeting; total receipts since last report; orders drawn since last report; and the balance on hand.

- E. The Covenants Committee will perform such duties as are required under ARTICLE IX.

- F. The Area Hostesses will:

- (1) Assist the nominating/election committee in the nomination and election of all elected representatives of the Association.
- (2) Conduct an annual membership campaign between the first of July and the first of October of each fiscal year.
- (3) Perform such other duties as may be assigned to them by the Board.

## **ARTICLE IX ADMINISTRATION OF COVENANTS**

### **Section 1 Purpose of Covenants**

WHEREAS, The Covenants were established for the purpose of protecting the traditional character and natural beauty of the Country Place community; to assure that "...certain Uses, Improvements, and/or Developments on any of the lots..." within the community be in the better interests of the community as a whole; and to encourage harmonious development of the community, with due regard to individual preferences, the community interest, and the maintenance of good neighborly relations;

NOW, THEREFORE, The Covenants administered by the Association shall exist as a community statement of the framework or set of bounds within which the subject home owners desire community development and change to take place

### **Section 2 Duties and Responsibilities Assigned to the Association by the Covenants**

Incorporated by reference and made a part of these By-Laws are the Preamble, ARTICLE III, Sections 1, 2 and 3, ARTICLE IV, Sections 1 and 2, and ARTICLE V, Sections 1, 2 and 3, of the Country Place Covenants as well as any other provisions of those Covenants which assign duties and responsibilities thereunder to the Association.

### **Section 3 Rights of Property Owners**

Nothing the Country Place Citizens Association or any Covenants Committee may decide shall be construed as limiting in any way the right of home owners to provide for the enforcement of said Covenants in accordance with ARTICLE V, Section 1, of the Covenants.

### **Section 4 Authority and Purpose of Covenants Committee**

The Covenants Committee shall act on behalf of the Association with respect to any duties or responsibilities which are or may be assigned to the Association by the Country Place Covenants. The Committee shall administer the Covenants in accordance with the provisions of this ARTICLE.

### **Section 5 Elections and Term of Representation on Covenants Committee**



- A. The Board of Directors of the Country Place Citizens Association shall provide for an annual election of members of the Covenants Committee as provided hereinafter. The Covenants Committee shall consist of nine (9) members, one from each of the nine (9) areas within Country Place, as designated in ARTICLE VII, Section 2-F of these By-Laws. The Committee shall be composed in a manner whereby three (3) new representatives will be elected each year.
- B. Each member of the Committee must be a home owner within the area he represents, and must be a Member-in-good-standing during his term of representation.
- C. Each year the Board of Directors, at least sixty (60) days prior to the annual election, shall require the Area Hostesses in any area where a vacancy has occurred to nominate candidates. The Board of Directors will notify the members of said area of the pending election at least twenty (20) days prior to the election.
- D. The Area Hostesses shall nominate at least one (1) candidate to fill each vacancy on the Covenants Committee. Additional nominations will be accepted from the resident home owners who are Members-in-good-standing of the Association, and such names will be placed in nomination by the Area Hostesses if they are received at least fifteen (15) days prior to the annual election. These nominations shall be submitted to the Members-in-good-standing at least ten (10) days prior to the election. Prior consent of all nominees is required.
- E. The Area Hostesses, under the supervision of the Board of Directors, shall conduct the election within their areas.
- F. The election of members of the Covenants Committee shall be by mail ballot of the home owners within the area concerned no later than thirty (30) days prior to the first day of October of that Association year.
- G. The nominees who receive the largest number of votes cast by resident home owners in their area of Country Place who are Members-in-good-standing shall be elected to represent their respective areas.
- H. The term of office shall be three (3) years, commencing with the first day of October of the Association year.
- I. An elected member may succeed himself for no more than one (1) additional term.
- J. A representative may resign at any time. Any vacancy shall be filled within sixty (60) days of its occurrence by appointment by the Board of Directors from home owners who are Members-in-good-standing in the area left unrepresented as a result of the resignation. During the interim between the occurrence of a vacancy and the

appointment of a member to fill the remainder of such term, the Area Hostess in the area concerned shall act as the temporary representative on the Committee.

- K. The Covenants Committee shall elect a Chairman and Vice Chairman and Vice-Chairman from among its members at the first meeting after the annual election of new representatives.

**Section 6 Duties and Responsibilities of Covenants Committee**

- A. The Chairman will preside at all meetings of the Committee and will deliver all decisions to the home owners concerned. If the Covenants Committee decides that litigation is the final necessary recourse, the Chairman will present to the Board of Directors all such recommended litigation.
- B. The Vice-Chairman will record the Minutes of all meetings as required by Section 12 of this ARTICLE in a book provided for that purpose, which would be available to the Association members at any time for review. He will in the event of the unavailability of the Chairman assume the duties, responsibilities and functions of the Chairman until such time as the Chairman is available and/or able to resume his duties.
- C. Upon reasonable notice, the Chairman or Vice-Chairman at their discretion or at the request of any three (3) representatives may call the Committee into session. The Chairman or Vice-Chairman must call the Committee into session upon receipt of one of the following:
- (1) Request for approval of Uses, Improvements, and Developments as provided for in the Covenants;
  - (2) Request for an investigation and decision with respect to an alleged violation of the Covenants. Upon receipt of any one of the above, the Committee must be called into session within fifteen (15) days. However, the Committee shall make every reasonable effort to meet as quickly as possible in order to reach a prompt decision.
- D. A quorum of the Committee shall consist of five (5) representatives, and no meeting shall be valid unless a quorum is present or represented by proxy.
- E. Each representative shall have the authority to cast as many votes as there are number of homes within his area. Each representative must cast his votes in a block. A representative need not be present to vote, but may vote by proxy. All proxies must relate to a specific item on the agenda.
- F. Actions or decisions of -the Committee shall require the approval of at least the simple majority of the total potential votes of all nine (9) representatives. In all

its actions, the Covenants Committee shall take into consideration the best interests of the home owners to the end that the community shall be preserved and maintained as a residential community of distinction.

- G. The Committee shall enforce by private endeavor or by recommending litigation to the Board of Directors of the Country Place Citizens Association, if necessary, any enforceable covenant of record which may be attached to any lot in Country Place, including, if deemed necessary by the Board of Directors of the Association, the voluntary raising of funds.

Inasmuch as the enforcement of the restrictions and covenants herein provided is deemed essential for all present and future home owners described herein, it is hereby declared that any violation of the restrictions and/or breach of the covenants and agreements herein created cannot be adequately compensated for by recovery of damages, and that the Country Place Citizens Association and its successors and assigns and/or any future lot owners shall, in addition to all other remedies, be entitled to apply for relief by injunction to restrain any such breach or violation, or threatened breach or violation.

#### **Section 7 Approval of Uses, Improvements, and Developments**

- A. Intended Uses, or proposed Improvements and Developments for which approval by the Association is required by the Covenants shall be submitted to the Covenants Committee and shall be in such form and shall contain such information as may be required by the Covenants Committee, but shall necessarily include the followings:
- (1) A written Statement of Intent shall be submitted for Uses such as professional offices, businesses or home industries, etc., covered in ARTICLE III, Section 1, Paragraphs H and I of the Covenants, stating the nature of the Use, the amount, type and time of traffic, parking requirements, the noise level, and any other environmental impact upon the community.
  - (2) Plans and specifications for Improvements and Developments shall include a site plan showing the nature, exterior color scheme, dimensions, materials, and location of the proposed project with respect to structures on the subject lot and to structures on adjoining lots.
- B. The Covenants Committee, at its discretion in certain cases, may receive preliminary statements and/or plans and specifications and make either tentative or final decisions thereon. However, in such cases of tentative approval, if deemed necessary by the Covenants Committee, complete statements of intent and/or plans and specifications must be submitted.
- C. It shall be the responsibility of the home owner, tenant, or any other person intending to take an action to initiate a request for approval. This request shall be

written and shall be delivered to the Chairman or Vice Chairman of the Covenants Committee or in their absence to the President of the Country Place Citizens Association for transmittal to the Covenants Committee, or by certified mail to any of the parties mentioned herein.

- D. The Covenants Committee shall respond in writing to all home owner requests as soon as possible, but ordinarily within thirty (30) days. Approvals shall be transmitted to home owners in writing. Disapprovals shall be transmitted to the home owner by certified mail. The thirty-day period shall begin from:
- (1) the date of a written acknowledgment of the request (with final plans and specifications) to the home owner, signed and dated by a recipient authorized under Paragraph C of this Section, or
  - (2) from the date of delivery of a request sent by certified mail to a recipient authorized under Paragraph C of this Section.

Under unusual circumstances, the Covenants Committee may require two (2) additional review periods of not more than fifteen (15) days each for consideration of requests, provided that it notifies the home owner by certified mail before the previous period is exhausted. The Covenants Committee must make every reasonable effort to respond to all requests, but if the Committee does not reply to the home owner within the above-stated periods, then a request shall be deemed approved.

- E. Upon approval or disapproval by the Covenants Committee of any Uses, Improvements or Developments submitted hereunder, a copy of such approval or disapproval shall be retained for permanent record by the Board of Directors.
- F. Approved Uses, Improvements or Developments shall not be modified or deviated from without written approval in accordance with the preceding Paragraphs of this Section.
- G. Approval of plans and specifications shall be good for one (1) year. If the approved actions have not begun within one year, approval shall automatically terminate, but the home owner may request a new approval. If the approved actions have begun within that time, they shall be completed within one (1) year after such commencement. Landscaping pursuant to approved plans and specifications shall be installed or completed within two (2) years after commencement. The Covenants Committee may permit in writing longer completion schedules if requested or included in the originally submitted plans.
- H. The Committee will inspect to insure compliance of the intended Use or proposed Improvement or Development as approved by the Covenants Committee. If not in compliance after permitting a period of time in which the

intended Use or proposed Improvement or Development is to be rectified to conform to the approved, the Covenants Committee may revoke such approval.

### **Section 8 Alleged Violations**

- A. Alleged violations shall be reported to any representative of the Covenants Committee or to any member of the Board of Directors of the Association. Alleged violations must be submitted in writing, and the name of the petitioner submitting the complaint shall be withheld upon request, even from other members of the Covenants Committee or Board of Directors. No anonymous letters may be acted upon, as at least one (1) member of the Covenants Committee or Board of Directors must know the petitioner's identity. All alleged violations will immediately be referred to the Chairman.
- B. The Covenants Committee shall thereupon assist in the mediation of complaints affecting home owners and exert every reasonable effort to recommend equitable solutions, consistent with the Covenants, to help effected home owners reach an amicable settlement.
- C. Decisions on alleged violations shall be rendered as follows:
  - (1) If the decision shall be that there is no violation, both the petitioner and the home owner concerned must be notified within thirty (30) days. The decision need not be in writing unless requested by either party.
  - (2) If the decision shall be that there is a violation, the home owner who has violated the Covenants must be notified in writing within thirty (30) days by certified mail. The notification shall include, but not be limited to, the violation, the Section of the Declaration of Covenants which covers the violation, and a period of time not to exceed one hundred and eighty (180) days in which to correct the violation. The petitioner need not be notified in writing unless requested.

### **Section 9 Failure to Enforce**

The failure of the Covenants Committee to enforce any provisions herein contained or contained in the Declaration of Covenants shall in no event be considered a waiver of the right to do so thereafter as to the same or similar violation or breach.

**Section 10 Appeals**

Any decision of the Covenants Committee, whether on a request for approval or with respect to a claim that there has been a violation of the Covenants, may be appealed to the Board of Directors of the Association pursuant to such procedures as the Board may prescribe. The decisions of the Board shall be as previously stated in ARTICLE VIII, Section 1-F. A decision of the Board of Directors with respect to any appeal shall be considered binding on the Association.

**Section 11 Litigation**

In any case in which the Covenants Committee determines that legal action is necessary to enforce the Country Place covenants, the Covenants Committee first must secure the approval of the Board of Directors of the Association to institute such action. In the event suit is brought by a private party, either to enforce the Country Place covenants or to resist their enforcement, the Covenants Committee shall determine whether the Association should intervene or otherwise participate in such litigation, and shall convey their recommendations to the Board of Directors which shall have the sole authority to authorize such intervention or participation by the Association.

**Section 12 Minutes of All Meetings**

Minutes of all meetings of the Covenants Committee shall include, but not be limited to, the following:

- (1) Members in attendance at every meeting.
- (2) Members represented by proxy at every meeting.
- (3) At the first meeting of the business year, the names of the elected Chairman and Vice Chairman.
- (4) All requests for approval of Uses, Improvements and Developments by home owner's name and address.
- (5) Decisions on submitted Uses, Improvements and Developments whether approved or disapproved, and the recorded vote thereon.
- (6) All alleged violations by home owner's name and address.
- (7) Decisions on alleged violations, whether the violation was upheld or denied, and the recorded vote thereon.
- (8) Petitioner's request to remain anonymous shall be complied with, both in the Minutes and in the files. In such cases, petitioner shall be referred to as "Petitioner."
- (9) In matters where litigation is recommended, such notation shall appear in the Minutes and the subsequent referral to the Board of Directors.

The Minutes shall be open for review at any time upon the request by any Member-in-good-standing of the Association.



**Section 13 Raising and Obligation of Funds**

The raising and obligation of funds in contemplation of enforcement or other legal action shall be done only with the specific approval of a majority of the Board of Directors and supervised by the Treasurer of the Association.

**Section 14 Amendments to the Covenants**

- A. Upon the recommendation of the Covenants Committee, the Board of Directors may call a meeting for the purpose of amending the Country Place Covenants. Such meetings may also be called by the President upon written request of ten percent (10%) of the resident home owners of Country Place, and attendance at such meetings shall be limited to only resident home owners, whether or not they are Members-in-good-standing of the Association at the time.
- B. All home owners, whether or not Members-in-good-standing at the time, shall be notified in writing at least seven (7) days in advance of any vote on proposed amendments to the Covenants. Notice of said meeting shall state the language of the proposed amendments. No amendments can be voted upon unless appropriate notice has been given.
- C. Amendments to the Country Place Covenants may be approved only by ballot, whether at a meeting to amend the Covenants, or by public vote, or through a referendum by mail ballot sent to all resident home owners in Country Place without regard to whether they are Members-in-good-standing of the Association at the time.
- D. All amendments to the Covenants shall be adopted by a majority vote of all proper owners whether or not Members-in-good-standing of the Association at the time.
- E. The Covenants and any amendments thereto shall be filed for recording among the land records of Montgomery County, Maryland, and shall become effective when accepted for filing by said County.

**Section 15 Amendments to this ARTICLE.**

- A. The Board of Directors may call a meeting for the purpose of amending this ARTICLE. Such meetings may also be called by the President, upon written request of ten per cent (10%) of the resident home owners of Country Place, and attendance at such meetings shall be limited to only resident home owners, whether or not they are Members-in-good-standing of the Association at the time.



- B. All home owners, whether or not Members-in-good-standing at the time, shall be notified in writing at least seven (7) days in advance of any vote on proposed amendments to this ARTICLE. Notice of said meeting shall state the language of the proposed amendments. No amendments can be voted upon unless appropriate notice has been given.
- C. Amendments to this ARTICLE may be approved only by ballot, whether at a meeting to amend this ARTICLE, or by public vote, or through a referendum by mail ballot sent to all resident home owners in Country Place without regard to whether they are Members-in-good-standing of the Association at the time.
- D. All amendments to this ARTICLE shall be adopted by a majority vote of all property owners, whether or not Members-in-good-standing of the Association at the time.

## **ARTICLE X ADMINISTRATIVE PROVISIONS**

### **Section 1 Commitments and Obligations**

All Association obligations and commitments must be approved by majority vote of the Board of Directors.

### **Section 2 Contracts**

All Association contracts or other instruments which have been authorized by the Board of Directors shall be executed by the President or Vice-President and Secretary on behalf of the Association.

### **Section 3 Care for the Funds**

The Treasurer shall disburse funds upon the order of the Board of Directors. Signatures authorized on disbursements shall be those of the Treasurer, co-signed by either the President or Vice-President. Such funds shall be deposited in a bank in the name of the Country Place Citizens Association, Inc., subject to withdrawal as outlined above.

### **Section 4 Rules of Order**

Except as otherwise provided in these By-Laws, Fred G. Stevenson's Pocket Primer of Parliamentary Procedure, 5th Edition (1973), shall be the procedure observed at all business meetings of the Association.

### **Section 5 Committee Reports**

Chairmen of committees are required to turn over to the Secretary of the Association a written report of their activities and files within -thirty (30) days of termination of office.

### **Section 6 Prohibitions**

No member of the Association shall take any public position in the name of the Association unless as specifically provided by the Board of Directors.

### **Section 7 Limits of Liability**

The Association as a whole will be liable for all of its actions. All officers and members of the Board of Directors, Covenants Committee, and all other committees shall not be deemed personally liable for the action of the Association.

### **Section 8 Invalid Provisions**

The determination by a Court that any provisions in these By-Laws, or the Covenants which they incorporate, is invalid for any reason shall not affect the validity of any other provision.

### **Section 9 Gifts**

The Association is permitted to receive gifts for the Treasury, but the acceptance of gifts shall be subject to the majority vote of the Board of Directors.

### **Section 10 Dissolution**

In the event of dissolution of the Corporation, the Board of Directors shall distribute the assets in equal shares to the Members-in-good-standing of record at the time of the dissolution.

## **ARTICLE XI AMENDMENTS TO THE ARTICLES OF INCORPORATION AND/OR BY-LAWS**

### **Section 1 Proposal of Amendments**

The Board of Directors may call a meeting for the purpose of amending the Articles of Incorporation and/or By-Laws. Such meetings may also be called by the President upon written request of ten per cent (10%) of the Members-in-good-standing of the Association.

### **Section 2 Notice**

Members-in-good-standing shall be notified in writing at least seven (7) days in advance of any vote on proposed amendments to the Articles of Incorporation and/or By-Laws. Notice

shall state the language of the proposed amendments. No amendments can be voted upon unless appropriate notice has been given.

**Section 3 Approval of Amendments**

Amendments to the Articles of incorporation and/or By-Laws may be approved only by ballot, whether at a meeting to amend the Articles of Incorporation and/or By-Laws, or by public vote, or through a referendum by mail ballot sent to the Members-in-good-standing of the Association.

**Section 4 Adoption of Amendments**

All amendments to the Articles of Incorporation and/or By-Laws shall be adopted by a majority vote of the Members-in-good-standing at the time except as provided hereunder in Section 5 and in ARTICLE IX, Section 15.

**Section 5 Address and Name of Resident Agent**

The address of the principal office of the Corporation and the name and address of the resident agent may be amended by simple resolution of the Board of Directors.

**Section 6 Recording Amendments**

Upon approval of any amendments to the Articles of Incorporation and/or By-Laws, the President shall cause a certified copy of same to be forwarded for recordation to the Maryland Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland.

**Section 7 Effective Date of Amendments**

Amendments to the Articles of Incorporation and/or By-Laws shall become effective when accepted for filing by the State of Maryland.

**CERTIFICATE OF AMENDMENT TO BY-LAWS**

I, Carol Sue Caggiano, of Potomac, Maryland, Secretary of the Country Place Citizens Association, Inc., a Maryland nonprofit organization, hereby certify that on May 16, 1974, a majority of the members of the said Association in an election duly called and held for that purpose approved the above stated amendments to the By-laws of the Association, and I further certify that on June 17, 1974, at a duly convened annual meeting of the Country Place Citizens Association, Inc., the members and Board of Directors approved the said vote conducted on May 16, 1974 and duly adopted the above amendments to the By-laws of Country Place Citizens Association, Inc.

Witness my hand and seal this 28th day of April, 1976

/signed/ Carol Sue Caggiano \_\_\_\_\_  
Carol Sue Caggiano, Secretary  
Country Place Citizens Association, inc.

County of Montgomery }  
  ) ss  
State of Maryland        )

Sworn and subscribed before me, a Notary Public of the State of Maryland on this 28th day of April, 1976.

/signed/ Ann Hyder (?) \_\_\_\_\_  
Notary Public

My commission expires: July 1, 1978.