

**BYLAWS OF THE
FONT HILL NEIGHBORHOOD ASSOCIATION, INC.**

APPROVED and ADOPTED

ANNUAL MEETING

MAY 5, 2016

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FONT HILL NEIGHBORHOOD ASSOCIATION, INC.

BYLAWS

PURPOSE

The Font Hill Neighborhood Association, Inc., is a non-stock, nonprofit, non-sectarian, non-political organization operating under the laws of the State of Maryland, is hereby formed to promote communal good, to promote friendly relations among neighbors, to participate actively in civic affairs and to act as a source of collective action relative to affairs and events concerning the betterment of the community.

ARTICLE I **NAME**

The name of this Association is 'FONT HILL NEIGHBORHOOD ASSOCIATION, INC.' hereinafter referred to as the "Association" throughout these bylaws.

ARTICLE II **BOUNDARIES**

The general boundaries of the area within Ellicott City, Maryland to be served by the Association are set forth on the map attached to these Bylaws and described generally as follows:

- Northern Boundary – south side of Frederick Road
- Eastern Boundary – Little Patuxent River
- Southern Boundary – Old Annapolis Road
- Western Boundary – Centennial Lane

The Association's efforts shall be focused on matters occurring primarily within or affecting households within the above boundaries.

ARTICLE III **POLICY**

No member of the Association shall, without the explicit approval of the Board of Directors, use the Association name for any advertising, promotional scheme, endorsement of products or services, or like purpose.

ARTICLE IV **MEMBERSHIP**

4.1 **ELIGIBILITY:**

Regular Membership in the Association shall be open to all households within the boundaries stated in Article II. A "household" is defined as one address. All persons from households within the boundaries and Associate members outside our neighborhood as defined in section 4.4 are welcome to attend and participate in meetings.

4.2 **MEMBERSHIP**

A household that pays dues as set forth in Section 4.5 shall be a "Member". Members may request in writing to examine Meeting Minutes and the Approved Budget.

4.3 **MEMBERSHIP; VOTING**

Regular Members have one vote on all Association matters. Any person within the Member household who is 18 years of age or older may cast the vote for the Member.

4.4 **MEMBERSHIP; ASSOCIATES**

Upon payment of the annual dues, firms, partnerships, corporations, companies or individuals outside our boundaries shall become an associate member. Associate members shall be entitled to all privileges of membership except that they shall not be entitled to vote or hold elective office.

4.5 **DUES**

The amount of dues per Member shall be determined annually by the Board of Directors. Dues will be collected on an ongoing basis and are applied to a calendar year running from January 1 through December 31. Dues will not be pro-rated based on time of payment. Dues will be collected, deposited and managed by the Treasurer. A Member must be current with dues in order to vote.

4.6 **RESIGNATION; TERMINATION**

- a. A Member may resign or terminate its membership at any time by providing written notice to any Officer of the Association or by failing to pay the annual dues.
- b. The Board of Directors, exercising its reasonable judgment, may terminate a Member "for cause" by majority vote at a meeting at which a quorum is present.
- c. There will be no refund of dues upon termination.

ARTICLE V
MEETINGS

5.1 **GENERAL MEMBERSHIP MEETING**

There shall be at least one General Membership Meeting per year. The Board of Directors shall set the date, place and time of the General Membership Meeting. The members at the General Membership Meeting shall transact such business as may be properly come before them, including the election of Officers and approval of the proposed Budget.

5.2 **OTHER MEETINGS**

Other meetings may be called by the President in consultation with the Board of Directors members. Notice shall be given in the same manner as a General Membership Meeting. The meeting notice must include the purpose for which the meeting is being called.

5.3 **SPECIAL MEETINGS**

Special meetings may be called at any time by the President, by a majority of the Board of Directors or upon written request to the President of the Board by five (5) Regular members of the Association. Notice shall be given in the same manner as a General Membership Meeting. The meeting notice must include the purpose for which the meeting is being called.

5.4 **NOTICE OF MEETINGS**

Notice of time, date and location of meeting(s) shall be by any reasonable method(s) deemed appropriate by the Board of Directors to reach the widest possible audience (e.g., mail, newsletter, posted notices, telephone calls, emails, postings on the Association's website, social

media and/or any other appropriate means of communication). A single method may not be appropriate to reach all households or Members so a variety of methods may be used. The Secretary shall send notice of the General Meeting including the Agenda and the proposed Budget. Notice must be given at least ten (10) calendar days in advance of the meeting.

5.5 AGENDA

In consultation with the Board of Directors, the President shall prepare the agenda for General Membership Meetings, Special Membership Meetings and Board Meetings.

5.6 QUORUM

Five percent (5%) of the Association members in good standing and present shall constitute a quorum for any Association meeting.

5.7 VOTING

- a. Any General Membership Meeting, Special Membership Meeting or Other Meeting is open to any person and all who may wish to be heard regarding any item on the Agenda.
- b. When a matter is raised for a vote, only Members (i.e., households current with dues) may vote, with one vote per Member.
- c. Unless otherwise specified in these Bylaws, decisions of the Membership shall be made by a majority vote of those Members present at a meeting at which a quorum is present.

ARTICLE VI
BOARD of DIRECTORS - OFFICERS

6.1 COMPOSITION; ELIGIBILITY

The business and affairs of the Association shall be managed by a Board of Directors which shall consist of four (4) elected Officers (President, Vice President, Secretary and Treasurer) and one (1) elected Member-at-Large. The officers must be Members and meet the eligibility requirements set forth in the bylaws. No more than one person from the same Member household may serve on the Board of Directors.

6.2 NOMINATION; ELECTION

- a. Nominating Committee
At the discretion of the Board, the Board of Directors shall establish a Nominating Committee to assist in the nomination process of future board members.
- b. Nominations from the Floor
Nominations from the Members may also be made from the floor at the General Membership Meeting. Only members in good standing may be elected to the Board.
- c. Open Positions Notices.
With thirty (30) days in advance of the General Membership meeting, the current board shall notify the community of any open Board positions. Notices shall be executed as specified in the bylaws.
- d. Election
The Board of Directors shall be elected by a majority vote of the Members at a meeting at which a quorum is present. In the event there is an uncontested slate, the entire slate may be elected by a single vote. In the event there are two or more candidates for any particular position, the individual position shall be subject to a vote, and then, at the discretion of the Nominating Committee, the balance of the uncontested slate may be offered for a vote.

6.3 **TERM**

The terms of Board members shall commence on 1st of the month following election at the General Membership meeting. Officers shall serve a term of two (2) years or until their successors are elected. No Officer may serve more than two (2) consecutive terms in the same position, except the Secretary who may serve three (3) consecutive terms. Once an Officer has served the maximum term in any one position, he or she may serve in a different position. If at the end of the maximum term, four (4) years there is no available member for a position, the Officer may be re-elected for one (1) more term (two more years) at a General Membership meeting.

6.4 **RESIGNATION**

An Officer may resign by providing written notice to the President. In the event the President is resigning, such notice shall be given to the Vice-President and the Secretary.

6.5 **BOARD MEETING ATTENDANCE**

Failure of any Board member to attend three (3) consecutive Board meetings constitutes an automatic resignation and the position will be fulfilled as per section 6.6.

6.6 **VACANCIES**

In the event a vacancy occurs in an Officer position, the Board of Directors shall appoint a regular member for the remainder of the term to fill the vacancy. The Member must meet the eligibility requirements as set forth in these Bylaws. The appointee shall serve until the next General Membership Meeting at which the Board is elected. In the event the office of President becomes vacant, the Vice-President shall automatically serve as President. Any appointed Officer shall be subject to nomination by the Nominating Committee or from the floor and subject to election procedures as outlined in section 6.2.

ARTICLE VII
BOARD OF DIRECTORS - DUTIES

7.1 **DUTIES**

a. President. The President shall:

- i. Preside at all meetings of the Members;
- ii. Be the executive officer of the Association;
- iii. Ensure all government forms (Fed and State) are submitted by the required deadline;
- iv. Establish all committees, with the exception of the Audit Committee; and
- v. Name the committee chairs with the approval of the Board of Directors.

b. Vice-President. The Vice-President shall:

- i. In the absence or disability of the President, have all powers and perform all duties of the President;
- ii. In the case of death or resignation of the President, assume the office of President for the remainder of the term; and

- iii. Assist the President in performance of duties (for example, be the delegated representative at Howard County or other meetings to promote the welfare of the community).
- c. Secretary. The Secretary shall:
- i. Prepare and maintain written minutes of all meetings and submit them at the next meeting for approval;
 - ii. Send all notices for Membership meetings as set forth in these bylaws;
 - iii. Maintain the Association corporate record book that shall include;
 - 1. Minutes of all Meetings of the Association and the Board of Directors
 - 2. Notices and resolutions passed during the current year,
 - 3. Copies of all government documents such as taxes, non-profit status,
 - 4. Copies of insurance documents,
 - 5. Current bylaws of the Association,
 - 6. Approved Budgets
 - iv. Prepare and distribute updates regarding the Association's activities and other information in accordance with the means and within the timeframes the Board of Directors deems appropriate given the nature, timing and audience for the communication; and
 - v. In collaboration with Treasurer, maintain the Member lists for general or targeted communications.
- d. Treasurer. The Treasurer shall:
- i. Collect and disburse the funds of the Association;
 - ii. Maintain the corporate bank account;
 - iii. File all government (Fed, State) year-end forms as required and by the appropriate governmental deadlines; at the discretion of the Board, the Treasurer may contract an accounting service firm to assist in completing the required forms for the purpose of keeping the Association in compliance with all regulations. Costs to be paid for by the Association;
 - iv. Provide copies of all year-end forms to the secretary to be saved in the corporate record book;
 - v. Prepare and present at the General Membership Meeting and the Regular Meetings of the Board of Directors a full and specific accounting of the current receipts, expenditures and net balance of the Association's funds and accounts; and
 - vi. In collaboration with the Secretary, maintain a Member list.
- e. Member-at-Large. The Member-at-Large shall:
- i. Attend all Board Meetings.
 - ii. Assist other Board members of the Association as requested.

ARTICLE VIII COMMITTEES

8.1 COMMITTEES

The President, in consultation with the Board, may establish committees upon request by Members or as the Board determines appropriate for the conduct of the business of the Association. The appointment of any committee shall not operate to relieve the Board or any individual member of the Board of Directors of any responsibility imposed by law.

8.2 MEMBERSHIP

Membership on any committee shall be comprised by Member volunteers or as appointed by the Board. If appropriate or applicable, a member of the Board of may be appointed to serve as a liaison between the committee and Board.

8.3 ACTIONS; MINUTES; REPORTS

All committees may elect their own chairperson and conduct their business in a manner the committee deems appropriate. All committees should keep minutes or a record of their decisions. All committees are expected to provide periodic updates at Membership and Board Meetings.

8.4 AUTHORITY

The members of a committee shall act only as a committee. No committee may speak on behalf of the Association or hold itself out as representing the Association unless it is duly authorized to do so by the Board. No Members may organize as a committee and hold themselves out as a committee of the Association without being duly authorized by the Board.

8.5 AUDIT COMMITTEE

The financial records of the Association shall be audited by a committee appointed by the Board of Directors at the conclusion of each fiscal year. The Audit committee shall report their findings in writing to the Board and at the General membership meeting.

ARTICLE IX MEETINGS PROCEDURES

9.1 ROBERTS' RULES OF ORDER

At all Membership and Board Meetings, Roberts' Rules of Order (latest edition) shall be followed except in instances where these Bylaws provide an alternative process or special rules are adopted by the Board of Directors. Committees may adopt their own meeting procedures.

9.2 CIVILITY

The President shall have the right to enforce reasonable rules of civil discourse at all Membership and Board Meetings. The chairperson of any committee shall have a similar right for any committee meetings.

9.3 MINUTES; REPORTS

a. Minutes.

The proceedings and actions taken at any Membership and Board Meetings shall be recorded by written minutes. The minutes for any Membership or Board Meeting shall be distributed to the Board for review and approval at the next Membership or Board Meeting. Any Member may examine the minutes of any Membership or Board Meeting upon written request to the Secretary. Committee meeting minutes are not available to the general membership.

b. Reports.

All actions or recommendations of a Membership or Board Meeting shall be communicated to the membership and all affected parties, and such reports must include the minority opinions raised at the meeting. Committees shall share their findings with their committee members and the Board, and, as applicable to the general membership.

ARTICLE X
FINANCIAL MATTERS

10.1 ANNUAL BUDGET

The Board shall adopt an Annual Budget for the succeeding year. In the event an Annual Budget has not been adopted prior to the start of any year, the Board shall follow the immediate prior year's budget until a new Annual Budget is adopted. Once the Annual Budget has been adopted, the budget shall not be exceeded more than twenty percent (25%) of the total without approval from the membership. The Annual Budget will be maintained by the Treasurer and is available to any Member upon request.

10.2 DISBURSEMENTS; SIGNATORIES

All disbursements shall be made the most appropriate means to do so; check, draft, online banking or other order form payment of money. Each disbursement must be supported by an invoice or document approved by the Treasurer to be kept with the records maintained by the Treasurer.

10.3 EXPENDITURE LIMITS

Once a Budget is approved, line items within the budget may be altered during the year at the discretion of the Board of Director, but not to exceed the approved total budget as indicated in section 10.1.

10.4 GRANTS; LOANS

The Association shall not grant, give financial assistance or loan Association funds to other organizations or individuals or borrow funds for the Association without the prior approval of the Board. In general, the following criteria should be used when approving donations: (1) the donation should have a potential direct benefit to the area served by the Association; (2) the donation should be non-political and in line with requirements or prohibitions applied to Section 501(c)(4) tax-exempt organizations and (3) the donation will make a measurable difference to the recipient or the community.

10.5 NO COMPENSATION

No Officer may receive compensation for serving solely as an Officer of the Association.

10.6 FISCAL YEAR:

The fiscal year of the Association shall begin on January 1 of each year and shall end on December 31 of each year.

ARTICLE XI
CONTRACTS

11.1 EXECUTION OF CONTRACTS

All contracts must be presented to the Board for approval prior to execution. The Board may authorize any Officer or other agent in the name of and on behalf of the Association to execute any contract. Any such approval and authority must be reflected in the minutes of the Board. Any hiring of a consultant or a service to be performed that has an approximate value of over

\$1,000.00 must be put out to bid, and, the Association must consider at least three (3) bids. All contracts are subject to the Conflict of Interest policy set forth in Article XIV below.

11.2 PROHIBITIONS

No contract, transaction or act shall be taken on behalf of the Association if such contract, transaction, or act is a prohibited transaction, and would result in jeopardizing the Association's tax exemption, if any, under Section 501 (c) (4) of the Internal Revenue Code of 1954 or any corresponding provision of any subsequent federal tax law and the regulations issued thereunder.

ARTICLE XII
LIMITATION ON LIABILITIES; INDEMNIFICATION

12.1 LIABILITY

Nothing herein shall constitute members of this Association as partners for any purpose. No member, officer, agent or employee of the Association shall be held liable to the Association for the acts or failure to act on the part of any other member, officer, agent, or employee of the Association. Nor shall any member, officer, agent, or employee be liable to the Association for his/her acts or failure to act under these Bylaws, excepting only acts or omissions to act arising out of his/her willful misfeasance.

12.2 INDEMNIFICATION

The Association shall indemnify each of its Officers, Members, Committees, employees and other representatives to the fullest extent permitted by statutory or decisional law, as amended or interpreted, including the advancement of related expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising out of an action performed by such individual within the scope of his or her responsibility and on behalf of the best interests of the Association. If recommended by insurance professionals and/or legal counsel, the Board shall pursue purchasing and maintaining liability insurance and directors & officer's liability insurance on behalf of its directors, officers, committees, employees, and other representatives, costs to be paid for by the Association.

ARTICLE XIII
CONFLICT OF INTEREST

Any Officer or Member having a financial or business interest in a contract or other matter being considered by the Association for recommendation, authorization, approval or ratification (whether by the membership, Board or a committee) shall give prompt, full and frank disclosure of his or her interest prior to the Members, Board, or committee acting on such contract or transaction. If a conflict is deemed to exist, the person shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to such contract, transaction or determination. Such person may not be counted in determining the existence of a quorum at any meeting where the contract, transaction, or determination is under discussion or is being voted upon. The minutes of the meeting shall reflect the nature of the disclosure, the vote thereon and, where applicable, the abstention from voting and participation, and whether a quorum was present.

ARTICLE XIV
NOTICES

14.1 WHEN GIVEN

Whenever under the provisions of these Bylaws notice is required to be given, such notice shall be deemed to have been given on the date the notice is deposited in the mail or other delivery service, hand-delivered, emailed or posted.

14.2 WAIVER

Attendance by a person at any meeting constitutes a waiver of any claim by that person that no notice was given.

ARTICLE XV
AMENDMENTS; REVIEW

15.1 AMENDMENT

These Bylaws may be amended at any General Membership Meeting, or at any Special Membership Meeting called for such purpose, by a majority vote of the Members at which a quorum is present. When the notice of the meeting is sent, a copy of any proposed Bylaw amendments must be made available through whatever means are reasonable and reach the widest possible audience of Members (e.g., by link on the Association's website, posting on social media, email and/or hard copy distribution). A single method may not be appropriate to reach all Members so a variety of methods may be used.

15.2 REVIEW

These Bylaws must be reviewed at least every four (4) years.

ARTICLE XVI
DISSOLUTION

The Association may be dissolved by two-thirds (2/3) vote of the Members at a General Membership Meeting or Special Membership Meeting at which a quorum is present provided that notice of the proposed dissolution has been submitted to the Members in writing, along with written notice of the meeting date to decide on the proposed dissolution, at least thirty (30) days prior to the meeting date. If the Association is dissolved or ended for any reason, the Board shall dispose of all the net assets of the Association exclusively to such organization(s) which benefit the community served by the Association and is(are) organized and operated exclusively for charitable or educational purposes and shall at the time qualify as an exempt organization under Section 501(c)(3) of The Internal Revenue Code, provided the Association, before any such distributions shall first pay all of the liabilities of the Association as required by the General Laws of the State of Maryland. Any remaining assets not disposed by the Board shall be disposed of by the Court in the jurisdiction in which the principal office of the Association is then located, exclusively for such purposes or to such organizations.

ATTACHMENT 1

BOUNDARY MAP

