

Unit South Durham Homestead Houses, Inc.
BYLAWS

ARTICLE I—GOALS

The goals of Unit South Durham Homestead Houses, Inc. (“USD” or “the Corporation”) shall be to:

- Formalize and improve an informal agreement of 30+ years’ standing between eight original homesteaders and the City of Baltimore respecting the care and maintenance of a small urban green space with eight adjacent residential parking slots at Block 1735, Lot 068, known as 7 South Durham Street, by taking title of the parcel from Baltimore City Housing and Community Development for a nominal fee.

ARTICLE II—MEMBERSHIP

Section 1. ELIGIBILITY

Membership in USD shall be limited to property owners of the eight houses located on the West side of the Unit Block of South Durham Street, as follows:

- Block 1735, Lot 055, known as 6 South Durham Street
- Block 1735, Lots 056, 057, known as 8 (8-10) South Durham Street
- Block 1735, Lots 058, 059, known as 12 (12-14) South Durham Street
- Block 1735, Lots 060, 061, known as 16 (16-18) South Durham Street
- Block 1735, Lots 062, 063, known as 20 (20-22) South Durham Street
- Block 1735, Lots 064, 065, known as 24 (24-26) South Durham Street
- Block 1735, Lot 066, known as 28 South Durham Street
- Block 1735, Lot 067, known as 30 South Durham Street

Section 2. MEMBERSHIP CATEGORIES

There shall be two membership categories, as follows:

- (a) Resident Members, i.e., owners of owner-occupied houses
- (b) Non-Resident Members, i.e., investor-owners of non-owner-occupied houses.

Section 3. MEMBERSHIP RESPONSIBILITIES

Members are expected to uphold the beliefs and agreements in the signed USD bylaws and agreement with the City.

Members are expected to maintain the 7 South Durham Street as mentioned in Article I according to the standards and processes set in the bylaws as follows, but not limited to:

- Coordinate and assist with pre-transfer repairs and improvements furnished by City entities before USD takes title.
- Furnish liability insurance for Block 1735, Lot 068 when USD obtains Right of Entry and when USD takes title.

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- Secure restoration of metered water account for Block 1735, Lot 068 and make payments for water bills after USD takes title.
- Maintain brick walkway areas of Block 1735, Lot 068 and keep clear of trash and dog droppings.
- Mow and maintain grass areas of Block 1735, Lot 068.
- Trim trees and shrubs in Block 1735, Lot 068.
- Keep fences of Lombard Street breezeway and Baltimore Street alley (at South and North ends of Block 1735, Lot 068, respectively) clear of overgrowth.
- Deter and report illicit activity in Block 1735, Lot 068.
- Maintain cleanliness and order of parking area and keep alley roadway clear.
- Resurface the parking area when evaluated that the surface is considered a hazard.

Members are expected to attend and participate in USD meetings, including the annual, general and special meetings of the Corporation, whenever possible.

Members are expected to meet their financial responsibilities as discussed in Article II, section 4.

Members are expected to maintain a contract with Greenwood Towing, Baltimore City License No. CTL #4015, to keep parking area orderly.

Section 4. MEMBERSHIP DUES

Membership dues shall be assessed based on expenses of USD in connection with the activities listed in Article II, section 3 with Non-Resident (investor) Members paying two times the amount paid by Resident Members.

Current Membership Dues are \$15.00 per month for Resident members and \$30.00 per month for Non-resident members. Dues will be reviewed at a general meeting and increases, if any, will be voted on the following month.

A Resident Member who fails to pay dues for a period of three months shall not be in "Good Standing" unless and until the arrears are repaid. A Non-Resident Member who fails to pay dues for a period of three months on any house he or she owns shall not be in "Good Standing" unless and until the arrears are repaid. A member in total noncompliance with paying dues even with the option of a grace period without a life and death justification is subject to losing their parking slot and privileges. This matter shall be presented to and decided by the Board of Directors with a possibility of one last chance to resolve.

Section 5. MEMBERSHIP RIGHTS AND BENEFITS

Each member in "Good Standing" shall be entitled to:

- One vote, subject to Article VII;
- One assigned pre-measured allotted parking space that is indicated by the painted White and Yellow boundary lines and house address number per

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residence. The assigned parking slots' lines may not be destroyed by painting over, re-drawn, removed, etc.

- One permanent parking permit for a legal vehicle registered to the address and one guest permit per assigned parking slot;
- Nominate candidates to be elected as Officers or invited to be community members of the Board of Directors;
- Be nominated as Officers;
- Submit agenda items for consideration at a General Meeting;
- Propose or request a Special Meeting (see Article III).

Section 6. PARKING OBLIGATIONS

Each of the assigned eight residential parking slots shall receive one permanent residential parking permit and one guest permit for the purpose of parking motorized vehicles. A motorized vehicle is defined for this bylaw to include, but is not limited to, an automobile or truck, motorcycle, mini-bike, moped, motor bike, motor scooter, and motor go-cart.

In order to obtain parking permits, each good standing member or resident tenant must coordinate with the Board of Directors the following before distribution of any permits:

- Register each permanent vehicle to the residence address within 30 days of moving in, and maintain current registration pursuant to state law;
- Furnish proof of insurance for each permanent vehicle pursuant to state law;
- Display current registration (license plate and stickers) and permit (hang tag with number corresponding to parking slot).

With respect to the parking privilege, each good standing member must:

- Have all membership dues current/up to date pursuant to Section 4 above;
- Ensure that vehicles are parked within the boundaries associated with the parking permit issued by USD, in accordance with the eight slots originally laid out by the City and enumerated in the Right of Entry;
- Ensure that, where 2 vehicles are parked in a slot, that they be parked lengthwise in tandem, i.e., one behind the other, bumper to bumper.
- Ensure that no unregistered or uninsured vehicles are parked in permit slots;
- Ensure that no inoperable vehicles are parked in permit slots (i.e., no vehicles with shattered windshield, flat tires, missing engine, broken tail lights and the like);
- Refrain from encroaching upon or blocking parking slots of other members or the public right-of-way;
- Pay a fee of \$50.00 to USD to replace a lost parking permit.

Prolonged use (i.e., in excess of 30 days) of a member's parking slot (and guest permit) by a resident of another member's property shall be subject to approval by the Board.

A vehicle parked in any of the assigned allotted parking spaces that poses a violation of any of these obligations in section 6 shall be subject to towing. All towing are subject to the guidelines and conditions per contract with Greenwood Garage.

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Section 7. GRACE PERIOD

Grace period is an allowed opportunity for members to resolve any matter that has impact on membership in good faith. The allotted Grace period is based on the circumstances, notification to the board and the boards' decision. The following are examples of matters for resolutions:

- Before a member's vehicle is impounded based on nonpayment of dues or because of inoperable condition, there shall be an allowance of a 15 days' grace period to cure the violation.
- Before a member's vehicle is impounded based on failure to maintain current registration or insurance or due to loss of the permit (hang tag), there shall be allowed a grace period of seven days to cure the violation.
- Before a member loses parking privileges due to extreme delinquency in paying membership dues, the Board shall notify a member and give the member twenty (20) days before final termination of permanent parking permit.

Section 8. CONDUCT JEOPARDIZING CORPORATE PURPOSE

Under applicable federal and state law, if USD uses 7 South Durham Street for any commercial (profit-making) purpose it forfeits its nonprofit status by operation of law, and the Right of Entry or ownership of the parcel reverts to Baltimore City. Accordingly, any member who exchanges permit parking privileges for financial or other consideration shall suffer immediate suspension of membership (including permit parking and voting rights) for six months or shall pay a fine equal to the current monthly fee for non-resident owners for six months.

Section 9. MEMBER TRANSITION DUE TO CHANGE IN PROPERTY OWNERSHIP

New members will be charged an initial fee of \$100 for owner/residents and \$ 200 for investors, in addition to annual dues for members other than current ("founding") USD members. The current owner remains responsible for any arrears in dues up to the time of settlement, after which such arrears become the responsibility of the new owner. A member who transfers a property listed in Article 1, Section 1 must furnish the bylaws to the transferee.

Section 10. RESPONSIBILITIES OF INVESTORS TO THEIR TENANTS

Investors are responsible for informing tenants of rules and regulations regarding parking. Tenants relate to non-resident owner, who remains responsible to the Board.

ARTICLE III—MEETINGS

All meetings will be conducted by parliamentary procedure. Any questions, suggestions, or issues will be directed to the president and he then will put them before the board for discussion and vote. No member will interrupt another member in his or her conversation in discussion at a meeting. A meeting will require a quorum of board members, that is, a simple majority of board members, for a meeting to convene.

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Section 1. GENERAL MEETING

A General Meeting shall be held at a date, time, and place as voted on by a majority of members at any regular meeting at least once during the calendar year.

Section 2. ANNUAL MEETING

There shall be an Annual Meeting at which voting for the officers defined in Article V shall occur. The first Annual Meeting shall be scheduled after USD takes title of 7 South Durham Street.

Section 3. SPECIAL MEETING

Any Member may propose or request in writing a Special Meeting. The proposal shall state the purpose of the meeting and the matters proposed to be acted on at the meeting.

Section 5. QUORUM

The quorum requirements set forth in Article IV, section 6 apply to General, Annual and Special Meetings.

Section 6. NOTICE OF MEETINGS

Written, email or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each member entitled to vote at the meeting, at least seven (7) days before the date of the meeting. Notice of any meeting is waived if meeting does not fit all members' schedule. A member may be represented at the meeting by proxy.

ARTICLE IV—BOARD OF DIRECTORS

Section 1. ROLE

The business of the Corporation shall be managed under the direction of a Board of Directors.

Section 2. BOARD COMPOSITION

The Members described in Article II above shall serve as Directors of the Corporation for the duration of their eligibility under Article II, Section I. In addition, the Corporation shall from time to time invite, and seek to maintain, no more than three members of the local community ("Community Board Members"), giving preference to individuals with demonstrated interest and experience in organization of community groups and in maintaining and improving community green spaces.

Section 3. TERM

Community Board Members are appointed for a term of approximately one year; they shall continue to hold their offices until their successors are invited and accept appointment to the Board, unless a Community Board Member is removed. A

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Community Board Member who resigns before the end of his or her term will make every effort to assist USD in identifying and appointing a suitable interim successor.

Section 4. BOARD LEADERSHIP

By virtue of his or her office, the President of the Corporation (see Article VII, below) shall function as Chairperson of the Board of Directors.

Section 5. BOARD MEETINGS

Board Meetings correspond to the Meetings set forth in Article III.

Section 6. BOARD QUORUM AND DECISION MAKING

A simple majority of Directors shall constitute a quorum for transacting business. All votes shall be determined by simple majority.

Section 7. BOARD PRIVILEGE

Each Director, including each Community Board Member, shall have one vote, except that Non-Resident Members who own more than one of the properties listed in Article II, Section 1 shall have a vote for each property with a maximum of three votes.

Section 8. VACANCIES

A majority of the remaining Directors, whether or not sufficient to constitute a quorum, may appoint a Community Board Member or interim Community Board Member to fill a vacancy.

Section 9. ABSENCES AND REMOVAL

A Community Board Member may be removed from the Board if he or she misses more than three General Meetings during a single calendar year without providing advance notice of such absences, and if possible appointing a proxy, to the Board.

ARTICLE V—OFFICERS

Section 1. DEFINITION

Officers are selected from among the Members defined in Article II, and like all such Members constitute members of the Board of Directors. Officers shall be elected by the full Board of Directors (see Article VII).

Section 2. NUMBER

There shall be the following Officers: President, Vice President, Treasurer, and Secretary.

Section 3. TERM

Officers shall be elected by the Members for a term of one year, but shall maintain their responsibilities until their successors have been elected.

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Section 4. REMOVAL

Removal from office may occur at any time by the affirmative vote of a simple majority of the Members.

ARTICLE VI—OFFICER POSITION DESCRIPTIONS

Section 1. President

- Presides at and prepares agendas for General and Special meetings
- Leads orderly discussions by enforcing rules that offer every Member a chance to speak for or against a motion

Section 2. Vice President

- During absence or disability of President, presides at, and prepares agendas for, meetings.

Section 3. Treasurer

- Maintains accurate financial records and ensures that financial information is accessible upon request of Board
- Ensures proper recording of dues received
- Ensures deposit of money, drafts and checks in the name of and to the credit of the Corporation in the USD bank account
- Ensures disbursement of funds as directed by the Board for the purposes set forth at Article I
- Makes a report at each General Meeting

Section 4. Secretary

- Maintains a permanent, accurate record of meeting minutes and proceedings, including a sign-in sheet of attendees
- Maintains a record of official USD correspondence signed by the Treasurer and at least one other officer which may be the President, Vice President or Secretary in order of preference.
- Determines whether a quorum is present to transact business

ARTICLE VII—OFFICER ELECTIONS

Nominations shall be called and election held for one office at a time, beginning with the office of the President. Candidates not elected to one office shall be eligible for nomination to succeeding offices. Officers shall be elected by secret ballot. A majority of all votes cast shall be necessary for election. If there are three or more candidates for one office, and no candidate receives a majority vote on the first ballot, the candidate receiving the least votes shall be eliminated, and the balloting shall continue in the same manner for the remaining candidate until one shall have received a majority. In the event of a tie on the final ballot, the President shall supervise the tie-breaker by having the challengers draw lots. Elections will be held at the annual meeting.

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ARTICLE VIII—FINANCES

Section 1: Fiscal Year. The fiscal year shall begin on January 1, and end on December 31 of each year. The payment of annual dues shall coincide with the fiscal year.

Section 2: Deposits. All funds of USD will be deposited to those banks that are selected by the Board of Directors. All banks must be FDIC insured.

Section 4: Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, issued in the name of Unit South Durham Street, shall be signed by the Treasurer and countersigned by president or the first or second vice president. Endorsements for deposit may be made without countersignature.

Section 5: All funds of the USD will be for the sole purpose of the operation of the Corporation and will be disbursed by the treasurer over the signatures of the treasurer and president. All transactions will be voted on and approved. The operation of the Corporation will be managed by membership funds only and not by applying for a Corporation Credit Card.

Section 6: The annual budget for the year shall be approved by the Board of Directors and presented to the membership rolls.

Section 7: Restrictions on the use of funds. Use of funds must comply with the City requirements, these Bylaws and the relevant provisions of the Internal Revenue

Section 8: Dues. In order to retain good standing, members shall pay dues as set forth in Article II, Section 4.

Section 9: The following types of payments will be made by members:

(1) **ORDINARY DUES**, used to cover the general expenses of the Corporation in accordance with the budget as approved by the Board of Directors and proportional to the economic interest of each member as established in Article II, section 4. The fees will be payable monthly or in advance.

(2) **EXTRAORDINARY ASSESSMENTS**, which are those required to be paid by the members for any improvements approved by the Board of Directors, and

(3) **EXCEPTIONAL ASSESSMENTS**, which are those required to cover absolutely unavoidable costs not foreseen in the budget. The approval of the Board of Directors will be sufficient to exact such assessments.

Section 10: Annual Financial Report.

The President and Treasurer shall present an annual report to the Board of Directors at its annual meeting showing in appropriate detail the assets and liabilities of the

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Corporation at the end of the immediately preceding fiscal year, principal changes in such assets and liabilities during such fiscal year, and revenues and disbursements of the Corporation during such fiscal year (both unrestricted and restricted to particular purposes and including separate data with respect to each trust fund held by or for Corporation).

ARTICLE IX—BOOKS AND RECORDS

The Corporation shall keep records and books of accounts and minutes of meetings as well as a list of all Members. The books and records shall be available at reasonable times for inspection and copying by any Member of the Corporation by arrangement with the president.

ARTICLE X— LIMITATION OF LIABILITY

The Board, and its members in their capacity as members, and officers of the Corporation:

- (a) Shall not be liable for the failure of any service to be obtained by or provided by members of the Board of Directors and paid for by the Corporation, or for injury or damage to persons or property caused by the elements or by another member or person on the Properties, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Board or its members or officers;
- (b) Shall not be liable to the members as a result of the performance of the Board members' or officers' duties for any mistake of judgment, negligence or otherwise, except for the Board members' or officers' own willful misconduct or gross negligence; and
- (c) Shall have no personal liability in contract to any other person or entity under any agreement, check, contract, instrument or transaction entered into by them on behalf of the Board of Directors or the Corporation in the performance of the Board members' or officers' duties;
- (d) Shall have no personal liability in tort any other person or entity, direct or imputed, by virtue of acts performed by or for them except for the Board members' or officers' own willful misconduct or gross negligence in the performance of their duties.

ARTICLE XI—AMENDMENT OF BYLAWS

Bylaws of the Corporation may be amended by a favorable vote of a simple majority of the Board of Directors. No amendment shall be voted upon unless a copy of the proposed amendment shall have been sent to every voting member of USD at least twenty (20) days prior to a regularly scheduled meeting.

Amendments shall take effect immediately when approved unless otherwise stated in the amendment.

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ARTICLE XII—MISCELLANEOUS

Section 1. SEVERABILITY

Section 1.01: Should a provision of these bylaws be found to be invalid by a court of competent jurisdiction then the provisions of Section 1.02 shall apply.

Section 1.02: The provisions of these bylaws shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

Section 2. Expulsion, Termination or Suspension of Members

A member may be expelled or suspended and membership in the Corporation shall be terminated or suspended by a simple majority vote of the Board of Directors for conduct detrimental to the Corporation; provided, however, any expulsion or suspension may only be carried out in good faith pursuant to the following procedure:

(a) Not less than twenty (20) days prior written notice is given by the Board of Directors to the member of the expulsion, suspension or termination, and such notice must state the reasons for the expulsion, termination or suspension; and

(b) an opportunity to be heard, orally or in writing, is given to the member not less than five (5) days before the effective date of the expulsion, suspension or termination by the Board of Directors.

The Board of Directors may also adopt any other procedure which is fair and reasonable taking into consideration all of the relevant facts and circumstances. The Board of Directors is authorized to decide all matters concerning expulsion, termination or suspension of any member. All written notices under this Section 2 given by mail must be given by first class or certified mail sent to the last address of the member shown on the Corporation's records. A member who has been expelled or suspended or whose membership or participation is terminated may be liable to the Corporation for dues, assessments or fees as a result of obligations incurred or commitments made before expulsion, suspension or termination. Notwithstanding the foregoing, a member may be expelled or suspended and membership in the Corporation shall be terminated or suspended upon the failure to pay any dues as may be established by the Board of Directors, and a member shall cease to have such designation upon a vote of the majority of the Board of Directors, without compliance with the foregoing procedure.

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The following Members have read and agreed¹ to comply with the Unit South Durham Street Corporation Bylaws that are **effective as of April 30, 2008:**

Block 1735, Lot 055, known as 6 South Durham Street
Homeowner's Printed Name: **Glendora L. Finch** .

Homeowner Signature and date: _____

Block 1735, Lots 056, 057, known as 8 (8-10) South Durham Street
Homeowner's Printed Name: **Avon Kendrick** .

Homeowner Signature and date: _____

Block 1735, Lots 058, 059, known as 12 (12-14) South Durham Street
Homeowner's Printed Name: **Lorie Mayorga** .

Homeowner Signature and date: _____

Block 1735, Lots 060, 061, known as 16 (16-18) South Durham Street
Homeowner's Printed Name: **Calvin Brooks** .

Homeowner Signature and date: _____

Block 1735, Lots 062, 063, known as 20 (20-22) South Durham Street
Homeowner's Printed Name: **Jerry Withers, Mgg. Mbr., Bank Street Properties LLC.** .

Homeowner Signature and date: _____

Block 1735, Lots 064, 065, known as 24 (24-26) South Durham Street
Homeowner's Printed Name: **Jerry Withers, Mgg. Mbr., Bank Street Properties LLC.** .

Homeowner Signature and date: _____

Block 1735, Lot 066, known as 28 South Durham Street
Homeowner's Printed Name: **Nancy West** .

Homeowner Signature and date: _____

Block 1735, Lot 067, known as 30 South Durham Street
Homeowner's Printed Name: **Pat Boyle** .

Homeowner Signature and date: _____

COMMUNITY BOARD MEMBER

Name: **Marco Cocito-Monoc** Signature/date _____

¹ Any member who willfully refuses to read or sign is still held accountable to the Unit South Durham Street Corporation's Bylaws and the City Agreement. Documentation of this inappropriate behavior will be noted for the records by the Board of Directors.