

**CONSTITUTION**  
of the  
**GOLDEN'S BRIDGE COMMUNITY ASSOCIATION, INC.**

**ARTICLE I           NAME**

Section 1:           The name of the organization shall be "Golden's Bridge Community Association, Inc."

Section 2:           Said organization shall hereinafter be referred to as the "Association".

**ARTICLE II           DEFINITIONS**

Section 1:           The "Colony" is that area as shown on a map entitled "subdivision of a portion of the property of the Golden's Bridge Community Association, Inc., situated near Golden's Bridge, Town of Lewisboro, Westchester County, New York, made by Leonard Associates, Inc. of Katonah, Westchester, New York, completed on January 15, 1935 and filed in the office of the Clerk of the County of Westchester, on November 19, 1935, as map number 4205, and shown on map number 5836, made by Leonard Associates, Inc., dated June 16, 1944, filed September 14, 1944 in the office of the Clerk of Westchester County, which map is entitled "Subdivision number 2 of property of the Golden's Bridge Community Association, Inc."

Section 2:           An "Owner" is the record holder of a lot in the "Colony".

Section 3:           A "Member" is an individual who is the owner of record, or shares in the record ownership of property within the "Colony", and in the case of joint or multiple ownership is the designee of the majority of the owners. The owner of record, or a majority of the owners of record, may designate as the "Member" a spouse, domestic partner, or adult family member.

Section 4:           The "residents" of the "Colony" include all members, spouses, domestic partners, children, parents and tenants.

Section 5:           A "unit" is an *occupiable* family dwelling entity including one kitchen.

Section 6:           "Maintenance costs" are all budgeted and extraordinary expenses of the "Association".

**ARTICLE III**

**MEMBERSHIP**

Section 1: Every "owner" of a lot, as defined in Article II of this Constitution, shall be a Member of the Association. Membership in the Association shall lapse and terminate when a Member shall cease to be an Owner of a lot; however, any delinquent Maintenance Costs or assessments will continue to be the personal liability of said Owner (including a corporate entity), despite termination of membership.

Section 2: Members are subject to and bound by the Constitution and By-Laws, rules and regulations, and Covenants, duly recorded and adopted by the "Association", and which are designed to effect the purposes and objectives of same. In case of joint or multiple ownership of a lot or lots, within the "Colony", only one of the joint or multiple owners can be a member of the "Association" at any single point of time. Joint or multiple owners must submit in writing to the "Association" the designee for membership.

Section 3: Members in good standing shall be entitled, on an equal basis, to all the rights and privileges accruing to membership in the "Association".

Section 4: An owner of more than one lot within the "Colony" is entitled to only one membership in the "Association".

**ARTICLE IV**

**PURPOSE**

To maintain a viable and healthy cooperative, rural community, sensitive to the needs of all of its residents, at the same time promoting a sense of communality through social and cultural activities that reflect the humanist traditions of the community.

More specifically, the "Association" will lease, buy and sell real estate, and mortgage same within the "Colony"; it will build, construct, operate, maintain and manage recreational areas, facilities, roads, garbage removal and similar services, conducive to the welfare, convenience, comfort, enjoyment, privacy, and physical well being of its members.

Accordingly, the "Association" will promulgate, adopt, and seek the adoption of such covenants, easements, and restrictions concerning the land and its use, within the "Colony", which will better and more equitably carry out the objectives and purposes of the "Association".

**ARTICLE V            STRUCTURE**

Section 1:            The Board of Directors of the "Association" shall have the right, power, authority and duty of carrying on all the business of the "Association". With the approval of the membership, the "Board" may promulgate and adopt regulations for the conduct of the community affairs, including the determination of each member's proportionate share of the "maintenance costs".

Section 2:            The "Board" shall consist of fifteen (15) unsalaried members elected by and from the general membership of the "Association". Four (4) member of the "Board" will be the "Association's" officers, who will fill the positions of President, Vice President, Treasurer and Secretary.

Section 3:            The officers of the "Board" shall be elected for a one (1) year term of office. The remaining eleven (11) directors of the "Board" shall serve two (2) year terms of office to be elected on alternate years; five (5) directors shall be elected one year and six (6) the next year.

Section 4:            The President and Vice President cannot serve more than three (3) consecutive terms of office.

Section 5:            Any member of the "Board" who fails to attend three (3) consecutive, or a total of five (5) "Board" meetings a year, shall automatically be removed from the "Board".

Section 6:            Vacancies on the "Board" shall be filled by a two-thirds (2/3) majority of the "Board" members remaining in office. The person designated to fill the vacancy shall serve the balance of the term of the member who created the vacancy.

Section 7:            The "Board" shall hold its regular meetings monthly.

Section 8:            Special meetings of the "Board" may be called by the President or by written request of three (3) "Board" members, such meeting to take place not later than two (2) weeks from the receipt of the request.

**ARTICLE VI                    VOTING**

Section 1:            Only members of the "Association" shall be entitled to the privilege of voting.

Section 2:            In case of joint or multiple ownership of a lot or lots, only one vote is permitted by said owner or owners.

Section 3:            Voting must be done by each member of the "Association" except for the election of the Board of Directors, at which time the member can present his sealed absentee ballot to the Association Secretary prior to the day of the election.

**ARTICLE VII                    LAND AND IMPROVEMENT**

Section 1:            The "Association" may, in order to better carry out the purposes and objectives of the "Association", purchase from members their holdings, upon such terms and conditions as may be approved by the Board of Directors and the selling member, subject to report to and action by the membership thereon. The "Association" shall not have the right of condemnation.

Section 2:            Members of the Association who wish to sell their property must notify an officer of the Board by email or U.S. Postal Service at least one week before placing the property on the market. An asking price must be included.

A designated member of the Board shall distribute this information by email to all current community members in good standing. Upon execution of a signed contract, the seller must notify an officer of the Board within a week of the name and contact for the new member.

Section 3:            The "Board" may suggest sale of "Association" land, said sale must be approved by two-thirds (2/3) of the "Board". Subsequent sale of said land must be approved by three-quarters (3/4) of the members present at a membership meeting. Notification of intention to sell must be made in writing to all owners of record prior to the membership meeting at which it is discussed.

**ARTICLE VIII                    QUORUMS**

Section 1: Twenty (20) members present at a regular or special general membership meeting shall constitute a quorum.

Section 2:            Eight (8) members of the "Board", at least one of whom is an officer of the "Association", shall constitute a quorum at "Board" meetings.

## ARTICLE IX

## MAINTENANCE COSTS AND OTHER CHARGES

Section 1: Each member of the "Association" shall be required to pay annually a "maintenance cost" recommended and approved by majority vote at a general membership meeting.

Section 2: The "maintenance cost" will be determined by arriving at an agreed budget, exclusive of water expenses, and dividing by the total number of units. Each member is to pay according to the number of units in his/her house. An acre without a house will be charged at the rate of half a unit.

Section 3: Members using colony water shall pay a separate water charge.

Section 4: (i) Covenant to Pay: Each Owner of any lot, by taking title thereto, whether or not such covenant and agreement shall be set forth in the deed, is deemed to covenant and agree to pay to the "Association": (a) maintenance costs, and (b) special assessments, such maintenance costs and assessments to be established and collected as hereinafter set forth. In addition, the maintenance costs and assessments, together with interest, costs and actual attorneys' fees incurred in connection with the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which such maintenance cost and assessment, together with interest, costs and actual attorneys' fees, shall also be the personal obligation of the Owner of such property at the time when the maintenance costs and assessment accrued. The personal obligation for the delinquent maintenance costs and assessments shall also pass, jointly and severally, to an Owner's successors in title to such Lot by their acceptance of a deed, or by any other means of conveyance.

(ii) Default: In the event any payment due the "Association" is not paid within thirty (30) days from the date the same shall become due and payable, then such payment shall be delinquent. The entire delinquent maintenance cost and assessment, together with interest thereon and the costs of collection therefore as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his/her successors in title and assigns.

The delinquent payment shall bear interest from the date of delinquency at the statutory rate set forth in the New York Civil Practice Law and Rules (or any successor statute). The "Association" may bring an action at law or in equity against the Owner, or prior or successor Owners, personally obligated to pay the same, and/or an action to foreclose the "Associations" lien against the property. In addition, the "Association" shall have the right to deny a member the use of community facilities and/or services, and shall have the right to enter onto an Owner's property to effect denial of community services.

Failure by the "Association" to enforce any provision herein shall in no event be deemed a waiver of the right to do so thereafter.

Liability for maintenance costs or assessments is not affected by non-use of the "Association's" facilities or real property or by abandonment of the lot by the Owner or any resident thereof.

Section 5: The Board may authorize expenditures of up to \$1500, or in the case of the water system up to \$3000 toward any single unforeseen non-budgeted item. Unforeseen, non-budgeted expenditures over these amounts will require the approval of the membership. Emergency expenditures exceeding the \$1500 or \$3000 amounts shall require unanimous approval of the officers of the Board. Emergency expenditures are defined in this context as items that if not immediately addressed would cause irreparable harm, or monetary or physical damage to the Colony, its property, or its members. These expenditures must be reported to the membership at the next meeting, when the membership shall vote approval or censure.

#### **ARTICLE X MEETINGS**

Section 1: There shall be a minimum of four (4) regular general membership meetings of the "Association", in April, July, August and October.

Section 2: Special meetings may be called at any time by the President or upon written request to the President by twenty (20) members of the "Association". Said meeting must be called for not later than thirty (30) days from the receipt of the request. No business shall be conducted at any special meeting except as provided for in the written request for the meeting.

#### **ARTICLE XI NOMINATIONS AND ELECTIONS**

Section 1: The Nominating Committee shall consist of five (5) members of the "Association", who shall have indicated acceptance for serving, and shall be elected by the membership at the regular membership meeting in April.

Section 2: The President shall be responsible for calling the first meeting at which time the committee shall elect its permanent chairperson.

Section 3: The committee is to nominate at least one candidate for each office, said list of nominees to be presented at a regular membership meeting in July, at which time nominations shall be accepted from the floor. Nominations will not be accepted after the meeting is adjourned.

Section 4: The committee is responsible for preparing the ballot and for conducting the election at the regular membership meeting in August.

**ARTICLE XII REVOCATION**

This Constitution, upon ratification, revokes the previous Constitution and By-Laws of the "Association".

**ARTICLE XIII RULES OF ORDER**

Except as otherwise provided by the Constitution, **Robert's Rules of Order** shall govern the conduct of all meetings.

**ARTICLE XIV AMENDMENTS**

Amendments this Constitution may be made at any general membership meeting provided that said amendments are presented and distributed to the membership at least one month before the meeting they are to be considered. The notice for the general membership meeting must also include a copy of said amendment. Amendments are effective only if carried by three quarters (3/4) of those present and voting at a general membership meeting subsequent to the one at which the amendment was presented and discussed.

**ARTICLE XV CONTINUANCE**

This Constitution shall be effective immediately following its adoption by the membership of the "Association", except that the current members of the "Board" will complete their terms of office.

**ARTICLE XVI RATIFICATION**

After distribution of copies of this Constitution to all the members of the "Association", the "Board" shall send a notice calling for a general membership meeting to discuss and accept or reject the Constitution. This Constitution will be adopted after an affirmative vote of two-thirds (2/3) vote of those members present and voting.

<b>RATIFIED BY THE MEMBERSHIP</b>	October 6, 1970
Amended by the Membership	October 29, 2006
Amended by the Membership	July 31, 2011
Amended by the Membership	August 26, 2018