

## NOTICE

**LOTS in Northwood will be conveyed by the Roland Park Montebello Company, subject to the provisions of the Deed and Agreement of which the within is a copy.**

**As the restrictions, easements, covenants, conditions, charges, etc., affecting Northwood are contained ONLY in this instrument and will NOT be repeated in the deeds from the Company to purchasers, it is essential that, for their information and guidance, purchasers should carefully read and preserve this pamphlet; upon sale, the pamphlet should be given to the subsequent purchaser.**

**In every contract of sale or mortgage of land in Northwood or conveyance by deed, a proper reference should be made in the conveyance to the Deed and Agreement.**

**THE ROLAND PARK MONTEBELLO COMPANY.**

THIS DEED AND AGREEMENT made as of February 16th, 1931, by and between THE ROLAND PARK MONTEBELLO COMPANY, a Maryland corporation (hereinafter called the Company), party of the first part, and EDWARD H. BOUTON, of Baltimore City, Maryland (hereinafter called the Purchaser), party of the second part.

WHEREAS, the Company owns a tract of land (hereinafter referred to as Northwood) lying in Baltimore City which it has caused to be subdivided into lots and parcels as shown on a plat hereby expressly made a part hereof; said plat is filed concurrently herewith among the Land Records of Baltimore City and is marked "Northwood"; and

WHEREAS, the Company is developing and improving said tract of land and opening up and laying out the streets shown on said plat in Section One of Northwood and may hereafter open up and lay out streets and lots elsewhere in said tract and is offering for sale the lots included in said Section One of Northwood, and is desirous of subjecting all of said tract of land and the lots and parcels shown on said plat to certain covenants, agreements, easements, restrictions, conditions and charges as hereinafter set out; and

WHEREAS, the Company owns certain parcels of land contiguous to Northwood comprising a total of about sixty-four (64) acres, and its present intention is to develop part or all of the said sixty-four (64) acres, with such contiguous or neighboring lands, not exceeding a total of two hundred (200) acres, lying between Hillen Road on the east and a line parallel thereto forty-two hundred (4200) feet distant therefrom on the west, and between Arlington Avenue on the north and a line parallel to the south line of Northwood fifteen hundred (1500) feet distant there from on the south, as it may desire to develop therewith together with Northwood as a general scheme or plan of development, and the Company hereby expressly reserves the right to include such land or lands, or any part thereof, with Northwood in said general scheme or plan of development by subjecting the same to the provisions of this Deed and Agreement or of a deed and agreement containing covenants, agreements, easements, restrictions, conditions and charges of the same general character; and

WHEREAS, the Purchaser is desirous of purchasing certain of the lots in Northwood and is desirous of cooperating with the Company for the purpose of making the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out binding alike upon the Company, its successors and assigns, and upon the Purchaser, his heirs, executors, administrators and assigns, and upon the lots to be retained and owned by the Purchaser as well as upon all the land included in said tract; and

WHEREAS, in order to make said covenants, agreements, easements, restrictions, conditions charges binding and of full force and effect on all the land included in said tract and upon the present and future owners and occupants of the same, the Company, and the Purchaser have agreed to enter into this Deed and Agreement whereby the Company will convey to the Purchaser all the lots and parcels of land shown on said plat of Northwood, except the streets, as hereinafter defined, shown on said plat, and immediately thereafter the Purchaser will reconvey to the Company, charged with all the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, all those lots and parcels of land so conveyed to him except the following lots, namely:

LOTS numbered seven (7), thirty-two (32), sixty-six (66), and eighty (80), in Section One as shown on said plat of Northwood, which lots the Purchaser will hold and hereafter convey, subject to said covenants, agreements, easements, restrictions, conditions and charges;

Now, *Therefore, this Deed and Agreement Witnesseth*, That for and in consideration of the premises and the sum of Five Dollars (\$5.00), in hand, paid by the Purchaser to the Company, the receipt whereof is hereby acknowledged, and the performance of the covenants, agreements and conditions hereinafter set out, the parties hereto do hereby agree as follows:

The Company does hereby grant and convey unto the Purchaser, subject to the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, all the following lots and parcels of land lying, being and situate in Baltimore City, Maryland, and being marked and designated on said plat of Northwood by numbers or letters, that is to say, all lots in Section One of Northwood shown on said plat as being lots numbered one (1) to thirty-three (33), thirty-eight (38) to forty-eight (48), fifty-four (54) to sixty (60), sixty-five (65) to seventy-four (74), eighty (80) to eighty-five (85), all inclusive, ninety-one (91) and ninety-two (92), and lots lettered A, B, C, D, E, F, G, H, and J, respectively, and all of the parcels outside of Section One of Northwood, lettered K, L, M, N, O and P respectively, excepting, however, from this grant all streets, as hereinafter defined, shown on said plat of Northwood.

Together with the improvements thereon and the rights and appurtenances thereto belonging and appertaining:

TO HAVE AND TO HOLD the above granted property unto the Purchaser, his heirs and assigns, forever, in fee simple, subject however, to the following covenants, agreements, conditions, easements, restrictions and charges, which it is hereby covenanted and agreed shall be binding upon the Company, its successors and assigns, and upon the Purchaser, his heirs, executors, administrators and assigns, and upon all the land included in said tract.

## SUB-DIVISION I

### **DEFINITIONS.**

The word "street" as used in this Deed is intended to mean any street, highway, or other thoroughfare shown on said plat or hereafter laid out in said tract, whether designated as street, avenue, road, place, court, alley, lane, path, way, or otherwise.

A "front street" shall, as to any lot except a corner lot, be deemed the street, not less than twenty-five (25) feet in width, upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than twenty-five (25) feet in width, upon which it has its smallest frontage, except in cases where the Company shall designate in any deed hereafter made by it, conveying any corner lot, the street on which such corner lot shall thereafter be considered as fronting.

The word "building" as used in this Deed is intended to mean either a detached building or a block of two or more attached buildings.

The word "parcel" as used in this Deed is intended to mean any piece of land which has not been opened up and laid out with streets and lots.

The word "plot" as used in this Deed is intended to mean any piece of land on which, in accordance with the provisions hereof or of any deed from the Company hereafter transferring title thereto, the owner shall have the right to erect a building as above defined; a plot may consist of a single lot or of more or less than a single lot.

The words "Northwood," "tract," "tract of land" as used in this Deed are each intended to mean all the land shown on and included in said plat filed for record as hereinbefore stated.

## SUB-DIVISION II

### **NO NUISANCES.**

There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any brewery, distillery, malthouse, slaughterhouse, brass foundry, tin, nail, iron or other foundry, limekiln, stone quarry, cement mill, sugar refinery, crematory, graveyard, jail, penitentiary, house of correction, hospital, asylum, sanatorium or institution of like or kindred nature, stable of any kind (except stables maintained for use in the development of the property), cattle yard, hogpen, fowl yard or fowl house, cesspool, privy vault or any form of privy; nor any plant, manufactory or establishment for the purpose of making or preparing soap, candies, starch, vitriol, vinegar, glue, ink,

turpentine, oil, lamp black, gunpowder, dynamite or other explosive, baking powder, cream of tartar, gas, asphalt or fertilizer, nor for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; nor shall any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall any live poultry, hogs, cattle, or other live stock, except animals in the above stables be kept thereon.

### **SMOKE**

No owner or occupant of said tract of land or of any part thereof shall cause or permit thereon the emission or discharge into the open air of smoke in harmful or damaging quantities for a period or for periods aggregating two (2) minutes or more in any period of fifteen (15) minutes and the words "smoke in harmful or damaging quantities" is hereby defined as smoke, the density or shade of which is equal to or greater than Number Three (3) of the Ringleman Chart as standardized by the United States Bureau of Mines; should a chart for grading the density of smoke be substituted for the Ringleman Chart in the future by the United States Bureau of Mines or other appropriate governmental agency, the Company reserves the right to employ the chart so substituted, in determining the density or shade of smoke emitted or discharged on said tract of land. The Company also expressly reserve the right for any reason deemed by it sufficient, from time to time, to suspend this restriction for definite periods, provided any such suspension shall apply to all the land included in said tract; it shall become the duty of the Company, prior to such suspension, to leave at or mail to the occupied dwelling-houses on said tract a notice setting forth the reason for such suspension and the dates when it shall commence and terminate; at the termination of the time specified in any such notice, this restriction shall again become operative to the same extent as if it had never been so suspended.

### **SUB-DIVISION III**

#### **USE OF LAND.**

Private Residences.	The land included in said tract, except as hereinbefore or hereinafter provided, shall be used for private residence purposes only, and, with such exceptions, no building of any kind what-
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Private Garages	soever shall be erected or maintained thereon except private dwelling-houses, each dwelling being designed for occupation by a single family, and private garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected.
Schools, etc.	Buildings to be used for schools, churches, libraries, art galleries, museums, apartment houses, clubs, offices, studios, public garages, and private garages any part of which is for the use of any person other than the owner, or for recreative, educational, religious or philanthropic purposes may be erected or maintained by the Company in such locations as it may determine and by others in locations approved by the Company, provided, however, that in the latter event no building shall be erected, maintained or used for any of the said purposes, except by the Company, unless in each case there shall have been filed in the proper office of record a deed or other instrument in writing executed by the Company approving, specifying and limiting the uses to which such building may be put; with the approval of the Company, buildings may be erected, maintained or used for business purposes on any part or parts of parcels P and O shown on said plat of Northwood; provided, however, that the restrictions contained in Sub-Division 11 hereof shall in all cases be observed.
Limitations.	
Business Houses.	
Private Roadways.	No private roadway shall be constructed from a street twenty-five (25) feet or more in width into a plot that abuts on an alley, unless it be constructed on a plot having a frontage of not less than one hundred (100) feet.
Parks and Playgrounds	Parks and playgrounds may be laid out and maintained in locations approved in writing by the Company.
Signs.	No "For Sale" and/or "For Rent" sign or sign of similar character shall be erected or maintained on said tract, or on any building or structure on said tract, except signs offering for rent apartments in apartment buildings; provided, however, that the Company may from time to time suspend this restriction, as to the tract as a whole, for such period or periods of time, and subject to such conditions and regulations, as it may determine; no signs of any kind (including the above mentioned signs if permitted) nor billboards, posters or advertising devices of any character shall be erected or maintained on said tract, or on any building or structure on said tract, without the written consent of the Company and its approval in writing as provided in Sub-Division VI hereof.

#### SUB-DIVISION IV

SETBACKS.	No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any street twenty-five (25) feet or more in width on which abuts the plot upon which such building is to be or is erected, than is specified in the "Schedule of Setbacks," hereinafter set out in Sub-Division XV hereof or in any subsequent schedules therein provided for.
Covered Porches.	A covered porch, no part of which is more than fifteen (15) feet above the level of the first floor of the building, may encroach on any such restricted area by projecting thereon to the extent of one-half the depth of the porch, but in no case shall said encroachment exceed six (6) feet.
Steps, etc.	Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.
Bay Windows.	Single story bay, bow or oriel windows not more than fifteen (15) feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than three (3) feet, but the total horizontal plane area of such encroachments on any side of a detached building or of each of a block of buildings is not to exceed thirty (30) square feet.
From Rear.	No building or part thereof, except a garage, shall be erected or permitted within ten (10) feet of the rear line of any plot.
Garages	No part of any garage shall be erected or maintained within five (5) feet of any street not more than twenty (20) feet in width, nor, unless some part of a main wall thereof be within five (5) feet of a main wall of the main building on the plot, more than thirty (30) feet from the rear line of the plot, nor in any case closer to any side street, twenty-five (25) feet or more in width, than is specified in the "Schedule of Setbacks" above referred to.
Designation of Level, etc.	The Company shall, in all cases, have the right to say and determine, for the purposes of this Deed and Agreement, what is the level of the first floor of any building or of any part thereof, which shall be held to be the front, side or rear lines of any plot and also the amount of the setback from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final.

#### SUB-DIVISION V

FREE SPACES.	Free, or open, spaces shall be left on every plot built upon, on
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Minimum Free Spaces.	both sides of every building erected thereon, which free spaces shall, except as hereinafter provided, extend the full depth of the plot and shall be in addition to and independent of any free spaces pertaining to or required for any other building or any other plot. No part of any building, except as hereinafter provided, shall encroach on any such free spaces. The width of such free space to be left on either side of any building shall be not less than eight (8) feet, except on the side where a street not more than twenty (20) feet in width borders the side of the plot, in which case the said eight (8) foot free space may be reduced by an amount equal to one-third of the width of such street.
Steps, etc.	Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such free spaces.
Eaves, etc.	An encroachment of not more than two (2) feet may be made on any such free space by eaves, cornices and gutters.
Garages.	A garage, no part of which is further than thirty (30) feet from the rear line of the lot, shall not be subject to the provisions of this Sub-Division.

#### SUB-DIVISION VI

APPROVAL OF PLANS	No building, fence, wall or other structure shall be commenced, erected or maintained on said tract nor shall any addition to or change or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme and location of such structure and the grading plan of the plot to be built upon shall have been submitted to, and approved in writing by, the Company, and a copy thereof, as finally approved, lodged permanently with the Company; no roadway shall be constructed or maintained into a plot from a street twenty-five (25) feet or more in width, until the plans and specifications therefor shall have been submitted to, and approved in writing by, the Company, and a copy thereof ' as finally approved, lodged permanently with the Company; no awning other than a window awning shall be constructed or maintained on any building or structure or on any land in said tract until the plans and specifications therefor and a sample of the awning material shall have been submitted to and approved in writing by the Company, and a copy of said plans and specifications and a sample of said awning material, as finally approved, lodged permanently with the Company; no win-
Buildings etc.	
Roadways.	
Awnings.	



	<p>dow awning shall be constructed or maintained on any building until a sample of the awning material shall have been submitted to and approved in writing by the Company, and a sample thereof, as finally approved, lodged permanently with the Company.</p> <p>The Company shall have the right to refuse to approve any such plans or specifications, grading plan or material that are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications, grading plan or material it shall have the right to take into consideration the suitability of the proposed building, awning or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building, awning or other structure or the roadway, as planned, on the outlook from the adjacent or neighboring property.</p>
Time Limit.	Approval given hereunder shall become null and void unless construction is begun within six (6) months from the date of such approval and completed with reasonable expedition.

#### SUB-DIVISION VII

RIGHT TO MODIFY.	<p>The Company hereby expressly reserves the right, at any time or from time to time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in Sub-Divisions III, IV, V and VI hereof, as to any part of the land then owned by the Company in said tract and, with the consent of the then owner (not including a mortgagee), as to any other part of the land included in said tract; provided, however, that any such annulment, waiver, change or modification shall be evidenced by a written instrument duly executed and acknowledged by the Company and recorded in the Land Records of Baltimore City, the said then owner joining as a party in said instrument where necessary to show consent in respect of any land belonging to said owner.</p>
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#### SUB-DIVISION VIII

EASEMENTS AND RIGHTS RESERVED.	<p>The Company reserves the right to enter upon any lot and trim or prune, at the expense of the owner maintaining the same, any hedge or other planting that, in the Company's opinion, by reason of its location on the lot or the height to which it is permit-</p>
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	<p>ted to grow, is unreasonably detrimental to the adjoining property, or obscures the view of street traffic, or is unattractive in appearance.</p> <p>The right and easement are reserved to construct and maintain on the rear portion of any lot, shown on said plat or hereafter laid out in the parcels shown on said plat, the anchors and guys, with their attachments, that may be reasonably necessary in the construction and maintenance of pole lines erected in furnishing electric current and/or telephone and/or other public utility services to the occupants of said tract. The right is reserved to prune or trim any tree or shrub on any lot that interferes with the construction, maintenance or efficiency of said electric, telephone or other public utility services.</p> <p>Easements and rights of way are hereby expressly reserved in and over the strips of land in Section One of Northwood indicated as reservations on said plat, that is to say:</p> <p>Along South line of Lot 2 - Reservation 5 ft. wide.  Along North line of Lot 3 - Reservation 5 ft. wide.  Along West line of Lot 69 - Reservation 5 ft. wide.  Along North line of Lot 85 - Reservation 5 ft. wide.  Along South line of Lot J - Reservation 5 ft. wide.  Along South line of Lot B - Reservation 8 ft. wide.</p> <p>Said easements and rights of way in and over said strips of land shall be for the following purposes:  For the erection, construction and maintenance of poles, wires and conduits, and of the necessary or proper attachments in connection therewith for the transmission of electric current and for telephone and other public utility services;  For the construction and maintenance of storm-water drains, land drains, sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.  The Company shall have the right to enter upon said reserved strips of land, for any of the purposes for which said easements and rights of way are reserved.</p>
Grading of Slopes.	<p>The- Company reserves the right, at the time of or after grading any street or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street to a slope of not to exceed two feet horizontally for each one foot of height</p>

	thereof, but the Company shall not be obligated to do such grading or to maintain the slope.
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#### SUB-DIVISION IX

STREETS.  Not Dedicated.	It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street shown on said plat, the title to all such streets being hereby expressly reserved to the Company; nor shall any deed from the Company, hereafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the deed.
Condemnation	If any public authority shall condemn for public uses any street, or streets, included in said tract and if in the condemnation proceedings damages shall be awarded to the Company for the taking of such street, or streets, the Company agrees to apply the amount received by it as damages in each condemnation proceeding, or so much thereof as may be necessary for the purpose, toward reimbursing the owners of any land included in said tract, against whom in such proceeding benefits may have been assessed in excess of the damages awarded to them.
Use of Streets.        Right to Grade, Re- Locate, Close, etc.	The Company hereby gives and grants to each owner, hereafter acquiring title to any of the land included in said tract, the right to such use of the streets, shown on said plat or which may hereafter be laid out in said tract, as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner; but, subject to such user by said owners, the Company expressly reserves to itself the title to both the surfaces and beds of all said streets, and the right to use and occupy the same or to allow others so to do in any manner that does not materially interfere with said user of ingress and egress, and it further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or, partly close any such street, but no change of location, grade or closing shall be made that will prevent reasonably convenient ingress and egress to and from, or take any portion of, any lot sold or conveyed by the Company prior to such change of location grade or closing.
Right to Convey.	The Company reserves, however, the right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same, any or all of its right,

	title and interest in and to any street shown on said plat or hereafter laid out in said tract, subject to the rights of owners of any land included in said tract as hereinbefore granted.
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#### SUB-DIVISION X

COMMUNITY MAINTENANCE CHARGE.  Rate.  When Payable.	All the land included in said tract (except as hereinafter mentioned) whether owned by the Company or by others, except streets shown on said plat or hereafter laid out and except land taken or sold for or devoted to public improvements or uses, or to the general benefit or use of the occupants of said tract, shall be subject to an annual Community Maintenance Charge at the rate of thirty (30) cents per one hundred (100) square feet of area, for each year, commencing with the year 1931, for the purpose of creating a fund., to be known as the Community Maintenance Fund,. to be paid by the respective owners of the land included in said tract to the Company annually, in advance, on the first day of January in each year, commencing with January 1, 1931.
Adjustment of Charge.	The amount of said annual Charge may be adjusted from to year by the Company as the needs of the property may, in its judgment, require, but in no event shall such amount be raised above thirty (30) cents per one hundred (100) square feet of area for any calendar year.
Deficit.	If a deficit occurs in the Community Maintenance Fund in any calendar year, said deficit may be made up from the fund collected during the succeeding calendar year or years.
Increase of Levy.	If the amount of the annual Charge levied on the first day of January in any year be less than thirty (30) cents per one hundred (100) square feet of area, the Company may, in its discretion, increase such levy at any time during said year to thirty (30) cents per one hundred (100) square feet of area, but in no event shall the total amount levied for said year be raised above thirty (30) cents per one hundred (100) square feet of area.
Application of Fund.	The Company agrees to pay its proper proportion into said fund for the land owned by it on the first day of January of each year, and to apply the total fund arising from said Charge, as far as the same may be sufficient, towards the payment of Community Maintenance Expenses, incurred for the following purposes: For lighting, improving and maintaining the streets, and the parks and playgrounds, if any, maintained for the general use of

	<p>owners and occupants of land included in said tract, including all grass and planted areas within the boundaries of such streets, parks and playgrounds;</p> <p>For operating and maintaining storm-water drains and sanitary sewers, now or hereafter constructed in said tract;</p> <p>For employing policemen and watchmen;</p> <p>For caring for unimproved and for improved but unoccupied land, on which said Community Maintenance Charge is being paid and for removing grass and weeds therefrom;</p> <p>For expenses incident to the examination and approval of plans as herein provided, and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained;</p> <p>For taxes and assessments, if any, that may be levied by any public authority upon the streets, parks and playgrounds, now or hereafter opened, laid out or established for the general use of the owners of land included in said tract;</p> <p>For doing any other thing that, in the opinion of the Company, may be of general benefit to the said owners.</p>
Exemption from Charge.	<p>No lot or plot included in Northwood shall be subject to said annual Community Maintenance Charge, until the driveway of the street on which it fronts, and also the driveway of the alley, if any, on which it abuts, shall have once been surfaced with some form of improved pavement. The land included in the parcels, lettered K, L, M, N, O and P, respectively, shown on said plat shall not be subject to said annual Community Maintenance Charge until said parcels in each case shall have been opened up and laid out by the Company with streets and lots, and thereafter not until the driveway of the street on which any such lot fronts and also the driveway of the alley, if any, on which said lot abuts, shall have once been surfaced with some form of improved pavement.</p> <p>Said annual Charge shall be apportioned and paid, for the calendar year in which the paving is completed that renders the lot or plot subject to the charge, as of the first day of the month succeeding the date of completion of such paving.</p>
MAINTENANCE CHARGE LIEN.	<p>It is expressly agreed that said Community Maintenance Charge shall constitute a lien or encumbrance on the land with respect to which said Charge is made, and that by the acceptance of title to any of the land included in said tract the owner (not including thereby a mortgagee), from the time of acquiring title</p>

	<p>thereto, shall be held to have covenanted and agreed to pay to the Company the Charge provided for in this Sub-Division, due and unpaid at the time of his acquiring title, in respect of the land acquired, and to pay such Charge thereafter falling due, as long as he shall hold title of record, without the right in any event to reimbursement for any Charge that he may have paid in advance; a certificate in writing, signed by an officer of the Company, shall be given on demand to any owner liable for said Charge, setting forth the status of such owner and of the land, in reference to which the inquiry is made, with respect to said Charge; such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Company.</p> <p>By acceptance of title each owner shall be held to vest in the Company the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may, in the opinion of the Company, be necessary or advisable for the collection of such Charge.</p> <p>Said Charge, at the discretion of and with the consent in writing of the Company, signed by its President or Vice-President, and upon such conditions as it may impose, may be made subject to the lien of any mortgage on any part of said tract, provided such subordination shall apply only to the Charge that shall have become payable prior to the passing of title under foreclosure of such mortgage, and nothing herein or in any consent to subordination given by the Company shall be held to affect the rights herein given to enforce the collection of such Charge accruing after sale under foreclosure of such mortgage.</p>
Extension.	<p>If the Company shall carry out the intention hereinbefore expressed of developing part or all of the lands, hereinbefore mentioned, that it owns or may hereafter acquire contiguous or adjacent to Northwood, and if the said development shall be of the same general character as Northwood and the Company shall impose on any land so developed as part of Northwood a Community Maintenance Charge of a similar character and at the same rate as is imposed by this Sub-Division on the land included in Northwood and shall also subject such land to covenants, agreements, easements, restrictions, conditions and charges of the same general character as those contained in the other Sub-Divisions of this Deed and Agreement, it is agreed that the Company shall have the right to provide, in any recorded deed and agreement making any part of such land a part of the development of Northwood, that the Community Maintenance Fund, so long as the same shall be in existence, arising from the tract of</p>

	land included in Northwood and the Community Maintenance Fund or Funds, so long as the same shall be in existence, arising from such contiguous or adjacent lands shall be considered as one fund and shall be applied to Community Maintenance Expenses incurred with respect to all of the land on which said Community Maintenance Charge is being paid, without regard to whether the contributions to the fund are made from or on account of the land included in Northwood or from lands contiguous or adjacent thereto.
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#### SUB-DIVISION XI

RIGHT TO ABATE VIOLATIONS.	Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Company, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Company shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
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#### SUB-DIVISION XII

RIGHT TO ENFORCE.	The provisions herein contained shall run with and bind the land included in said tract and shall inure to the benefit of and be enforceable by the Company and/or by the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the Company and/or by any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.
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#### SUB-DIVISION XIII

RIGHT TO TERMINATE.	All the covenants, agreements, easements, restrictions, conditions and charges contained herein shall be in perpetuity; provided, however, that in the year 1965, and in each twentieth year thereafter (that is, in the year 1985, in the year 2005, etc.) any of the provisions contained in Sub-Divisions III, IV, V, VI, VII and X may be cancelled, annulled or abrogated, in whole or in part,
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	by the recording in the proper public Land Records of appropriate instruments, in writing, executed by the then owners (not including mortgagees) of a majority in area of the land included in said tract, exclusive of streets, parks, playgrounds and other land then devoted to public use or the general use of the occupants of said tract, which instruments shall specifically set out the provisions of this Deed and Agreement that are thereby cancelled, annulled or abrogated.
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#### SUB-DIVISION XIV

ACCEP- TANCE OF TRUSTS	The Company hereby accepts each of the trusts, duties and obligations imposed upon it by this Deed and Agreement, and agrees to discharge the same without charge for its services, except that for the collection and disbursement of the Community Maintenance Fund provided for in Sub-Division X hereof and for all overhead and office expenses and for the use of all hand tools furnished by it, the Company shall be entitled to charge fifteen percent. (15%) of the amount of all expenditures made by it from said Fund, including in such expenditures payment to the Company at current market prices for labor and materials furnished and work done by it.
Company's Charges.	The Company shall exercise its discretion and judgment as to the amount of said Fund to be expended in connection with each of the purposes, for which said Fund is collected, and its decision in reference thereto shall be binding upon all parties interested.
Sufficiency of Fund.	The Company does not guarantee the sufficiency of said Fund for the purposes set forth in Sub-Division X hereof, and its liability in respect thereto shall be limited to the payment of its proper share thereof, in proportion to the land owned by it and liable therefor.
Right to Assign.	Any or all of the rights, titles, easements and estates given to, or reserved by, the Company in this Deed and Agreement may be assigned in whole or in part to one or more corporations or associations and likewise all of the powers (including discretionary powers), duties and obligations given to, assumed by, or imposed upon, the Company by this Deed and Agreement may be assigned and transferred to one or more corporations agreeing to assume, exercise, carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing, in which the assignee or transferee shall join for the



	purpose of evidencing its consent to the acceptance and assumption of such powers, duties and obligations; and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are herein given to, or assumed by, or imposed upon the Company, the Company thereupon being released therefrom.
<p>"Special."</p> <p>Future Schedules.</p>	As to any lot or parcel in the above schedule, or in any other schedule or schedules hereinafter provided for in this paragraph, as to which the setback is designated as "Special," the setback, from any street twenty-five (25) feet or more in width, shall be as the Company shall specify in any deed or deeds hereafter made conveying the whole or any part of said lot or parcel; the Company, however, may at any time, or from time to time, file. for record among the Land Records of Baltimore City an instrument or instruments of writing, duly executed and acknowledged by it, containing in detail a schedule or schedules of setbacks thereafter applying to all or any part or parts of any such lot or parcel.

**SUB-DIVISION XV**  
**SCHEDULE OF SETBACKS REFERRED TO IN SUB-DIVISION IV**  
**SCHEDULE OF SETBACKS**

Setback (in feet) from			Setback (in feet) from		
Lot No.	Front Street	Side Street	Lot No.	Front Street	Side Street
1	35	22	54	45	
2	35		55	45	
3	30		56	40	
4	29		57	40	
5	26		58	38	
6	27		59	35	
7	25		60	30	
8	24		65	35	
9	27		66	35	
10	25		67	30	
11	28		68	25	
12	31		69	45	
13	34		70	45	
14	37		71	40	15
15	50		72	26	
16	45	20	73	30	
17	50		74	40	
18	50		80	45	
19	50		81	50	
20	50		82	50	
21	50		83	35	
22	45		84	35	
23	40		85	35	
24	40		91	35	
25	45		92	35	
26	50		Lot		
27	31	25	Lettered		
28	30		A	Special	
29	30		B	Special	
30	40		C	Special	
31	40		D	Special	
32	40		E	Special	
33	30		F	Special	
38	30		G	Special	
39	40		H	Special	
40	40		J	Special	
41	41		Parcel		
42	40		Lettered		
43	40		K	Special	
44	45		L	Special	
45	50		M	Special	
46	45		N	Special	
47	45		O	Special	
48	45		P	Special	

**IN WITNESS WHEREOF**, the said THE ROLAND PARK MONTEBELLO COMPANY has caused these presents to be signed by GEORGE B. SIMMONS, its Vice-President, and its corporate seal to be hereto attached, attested by T. GAITHER DIX, its Assistant Secretary, and the said EDWARD H. BOUTON has hereunto set his hand and seal on the day and year first above written.

THE ROLAND PARK MONTEBELLO COMPANY

WITNESS:

C.E.CLIFTON.

BY GEORGE B. SIMMONS,  
*Vice-President*

(Corporate Seal)

TEST:

T. GAITHER DIX.  
*Assistant Secretary*

EDWARD H. BOUTON (Seal)

WITNESS:

IDA E. GURK.

STATE OF MARYLAND,  
City of Baltimore  
ss.

I HEREBY CERTIFY that on this sixteenth day of February, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared GEORGE B.SIMMONS, Vice-President of THE ROLAND PARK MONTEBELLO COMPANY, the corporation which executed the foregoing instrument, and duly acknowledged the said instrument to be the act and deed of the said THE ROLAND PARK MONTEBELLO COMPANY, and at the same time also personally appeared EDWARD H. BOUTON and acknowledged the said instrument to be his act and deed.

As Witness my hand and notarial seal.

IDA E. GURK,  
*Notary Public.*

*Notarial Seal*

Recorded in Baltimore City, February 19th, 1931, in Liber S. C. L. No. 5200, folio 145.

GREATER NORTHWOOD COVENANT ASSOCIATION, INC.  
AMENDED ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

FIRST: That the following three persons, being property owners in the area covered by the "Northwood Deed and Agreement", and each being at east twenty-one years of age, did associate themselves as incorporators with the intention of forming a non-stock corporation under the general laws of the State of Maryland authorizing the formation of corporations:

J. Richard Nagel  
Post-Office Address:  
1016 Argonne Drive  
Baltimore, Maryland 21218

John Carroll Byrnes  
Post-Office Address:  
5221 Loch Raven Boulevard  
Baltimore, Maryland 21239

Odell Pittman  
Post-Office Address:  
1226 Sheridan Avenue  
Baltimore, Maryland 21239

SECOND: That Eugene F. Petty, the duly qualified successor of J. Richard Nagel, as an incorporator, is the representative of Area One, being that portion of the property covered by the Northwood Deed and Agreement as set forth in Exhibit "A" to these Articles of Incorporation; that Odell Pittman, as an incorporator, is the representative of Area Two, being that portion of the property covered by the Northwood Deed and Agreement as set forth in Exhibit "A" to these Articles of Incorporation; that John Carroll Byrnes, as in incorporator, is the representative of Area Three, being that portion of the property covered by the Northwood Deed and Agreement as set forth in Exhibit "A" to these Articles of Incorporation.

THIRD: That Areas One, Two and Three, as delineated in Exhibit "A" to these Articles of Incorporation, have existing within them the following improvement associations which are hereby designated the "Founding Constituent Improvement Associations" of the corporation formed under these Articles:

Ednor Gardens-Lakeside Improvement Association, Inc.; The Northwood Association, Inc.; The New Northwood Community Association, Inc.; Hillen Road Improvement Association, Inc.; Stonewood-

Pentwood-Winston Improvement Association; and Perring-Loch Improvement Association, Inc.

FOURTH: The name of the Corporation is: "GREATER NORTHWOOD COVENANT ASSOCIATION, INC." which is hereinafter called "the Association."

FIFTH: The purposes for which the Association is formed and the objects to be carried on and promoted by it are as follows:

(a) To accept, assume, and exercise all of the rights, titles, easements, estates, powers, duties, and obligations given to, or reserved by, The Roland Park Montebello Company by that certain Deed and Agreement dated February 16, 1931, and recorded on February 19, 1931, among the Land Records of Baltimore City, Maryland in Liber S.C.L. No. 5200, Folio 145, which rights, titles, easements, estates, powers, duties, and obligations were subsequently granted, conveyed, assigned, and transferred to The Roland Park Realty Company by that certain Deed and Agreement dated January 2, 1952, recorded among the Land Records of Baltimore City, Maryland in Liber M.L.P. No. 8712, Folio 118, and which rights, titles, easements, estates, powers, duties, and obligations may be assigned to the Association pursuant to the last paragraph of Sub-division XIII and said Deed and Agreement.

(b) To promote the interest and welfare of the property owners within the area covered by the Deed and Agreement, and, to that end, to exercise the powers of the Association and otherwise cooperate so that any nuisances or undesirable zoning, structures, buildings, noises, odors, and unsightly objects of any kind are prevented and abated.

(c) To promote the general interests and welfare of the residents of that part of Northeast Baltimore City known as "Greater Northwood" and to that end to cooperate with residents, improvement associations, community councils, churches, hospitals, schools, and other organizations and associations of any kind and type whatsoever in the prevention and abatement of any nuisances or undesirable zoning, structures, buildings, noises, odors, and unsightly objects of any kind.

(d) To support any enterprise or object deemed beneficial to the property owners covered by the Deed and Agreement and to oppose any enterprise or object deemed prejudicial to such property owners.

(e) To cooperate with the Greater Northwood Community Council and to promote the existence and well-being of improvement associations and other community organizations that consist of, or are representative of, property owners covered by the Deed and Agreement.

(f) To administer and enforce the rights, duties, and obligations under the Deed and Agreement in a fair and democratic manner and to ex-

pend and distribute the funds available from the Community Maintenance Fund in Areas One, Two, and Three in proportion to the respective contributions from each said area to the Community Maintenance Fund, insofar as is practicable.

(g) Subject to such reasonable rules and regulations as the Association may from time to time establish, to grant each owner heretofore or hereafter acquiring title, and to occupiers of, any of the property covered by the Deed and Agreement the perpetual right to the use and enjoyment of any common areas not otherwise owned by an individual property owner.

(h) To exercise general powers granted to corporations by the laws of the State of Maryland and to do any other acts or things which may be necessary or proper or desirable in furtherance of the above specifically mentioned objectives.

SIXTH: The post office address of the place at which the principal office of the Association in this state will be located is 5820 Hillen Road, Baltimore, Maryland 21239. The resident agent of the Association shall be the counsel of the Association, Francis J. Gorman, Esq., 10 Light Street, Baltimore, Maryland 21202. Said resident agent is a citizen of Maryland and actually resides therein.

SEVENTH: The Association is a non-stock corporation and shall have no capital stock.

EIGHTH: The membership of the Association shall consist exclusively of the occupiers of each sub-divided parcel of property within the area covered by the Deed and Agreement, which may include owners, tenants, tenants in common, joint tenants for ninety-nine (99) years, renewable forever, tenants by the entireties, and duly qualified executors, administrators, or guardians of the foregoing.

At all meetings of the Association, there shall be one vote allocated to each sub-divided parcel of property and any member or members occupying such sub-divided parcel of property shall exercise the vote allocated thereto. No mortgagee or lien-holder of any kind, or owner of a ground rent, shall as such be entitled to be a member or to vote, but the right of membership or voting shall be vested exclusively in the person or persons occupying each parcel of property whether it be as mortgagor or tenant.

Voting by proxy shall be permitted, but every proxy shall be in writing and signed. A proxy need not be seated or attested.

Whenever any member ceases to occupy a sub-divided parcel of property covered by the Deed and Agreement, membership in the Association shall automatically cease.

NINTH: There shall be at least one general meeting open to the membership of the Association in each calendar year. At a meeting of the

membership, a quorum shall exist if there is the following minimum attendance: 9 members from Area One, 14 members from Area Two, 6 members from Area Three; subject, however, to such regulations for a greater number from each area in order to constitute a quorum as may be prescribed by the By-laws. No votes taken shall be binding on the Association unless a quorum was present. A majority of those members present constituting a quorum at a properly convened meeting of the Association may make policy decisions necessary and proper for the good and welfare of the Association. Meetings of the membership of the Association shall be convened upon not less than seven days notice to an officer of each improvement association within the area covered by the Deed and Agreement; subject, however, to such shorter notice as the Board of Trustees may prescribe in unusual and exceptional cases.

TENTH: The Association shall be managed by a Board of Trustees composed of the presidents from the founding constituent improvement associations. Each founding constituent improvement association shall be entitled to one trustee on the Board of Trustees and only those trustees, or their designees, shall be entitled to vote at meetings of the Board of Trustees. The Board of Trustees shall also consist of the following non-voting trustees: the President of the Greater Northwood Community Council, the officers of the Association, and Counsel to the Association. The Board of Trustees may consist of other non-voting trustees authorized by the By-laws. The following three (3) persons shall act as trustees until the voting trustees from the founding constituent improvement associations are duly chosen and qualified: Eugene F. Petty, successor to J. Richard Nagel, Odell Pittman, and John Carroll Byrnes. Only persons entitled to membership in the Association shall be qualified to be or remain an officer. Trustees shall hold office until their successors are duly qualified.

ELEVENTH: All decisions affecting the Association shall be made by the Board of Trustees, subject to policy decisions made by the membership of the Association. Each voting trustee shall have one (1) vote for every one hundred, and portion thereof, subdivided parcels of property in the area covered by the Deed and Agreement which are located in each trustee's respective improvement association; and, in any event, each voting trustee shall have at least one (1) vote. Three voting trustees shall constitute a quorum, and all decisions by vote of the Board of Trustees shall be by the majority of the votes eligible to be cast by the trustees present and constituting a quorum, unless the By-laws require more than a majority vote.

TWELFTH: The officers of the Association shall be elected by the Board of Trustees, and shall consist of a President, One or more Vice-Presidents, a Secretary, and a Treasurer. Each officer of the Association shall be bonded, prior to assuming any official duties on behalf of the Association.



One person may hold any two offices except those of President and Vice-President.

THIRTEENTH: No part of the gross or net income to the Community Maintenance Fund administered by the Association shall inure to the benefit of any private individual, and all net income in the Community Maintenance Fund shall be expended in and/or contributed to areas of the founding constituent improvement associations in proportion to the respective contributions from each said area to the Community Maintenance Fund, insofar as is practicable.

FOURTEENTH.- The duration of the Association shall be perpetual.

FIFTEENTH: These Articles of Incorporation shall be amended, repeated, altered, or added to, only by a two-thirds vote of the members at a properly convened meeting with a quorum present.

IN WITNESS WHEREOF, we have signed and sealed these Articles of Incorporation on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

WITNESS:

(SEAL)

EUGENE F. PETTY

(SEAL)

ODELL PITTMAN

(SEAL)

JOHN CARROLL BYRNES

**EXHIBIT "A" TO ARTICLES OF INCORPORATION OF THE GREATER NORTHWOOD COVENANT ASSOCIATION, INC.**

**AREA ONE**

(B) In the EDNOR GARDENS/LAKESIDE ASSOCIATION, INC.

The Alameda	4018-4060 (even)
	4100 Block (even)
Argonne Drive	900-942 (even)
	901-967 (odd)
North Hill	901-991

**AREA ONE**

(C) In the HILLEN ROAD IMPROVEMENT ASSOCIATION, INC.

Argonne Drive	1500 Block (odd)
Loch Raven	3900 to 4323 Blocks (odd)
Ralworth	1500 Block
	1601-1609 (odd)
Roundhill	1500-1528
	1530-1538 (even)
	1600-1608 (even)
Shadyside	1500 Block
	1600 to 1609
Sheffield	1500 Block (odd)
Tivoli	3902 to 3912 Block (even)

**AREA TWO**

(D) In the NEW NORTHWOOD IMPROVEMENT ASSOCIATION, INC.

East Cold Spring Lane	1200 Block (even)
	1300 Block (even)
	1400 Block (even)
Crofton	1300 Block
Glenwood Rd.	1200 Block 1300 Block
Kelway Rd.	5200 Block (even)
Kitmore Rd.	1300 Block
	1400 Block (odd)

Loch Raven Blvd.	4600-4604
	4700-4710
	4800 Block (even)
	4900 Block (even)
	5000-5010
Marble Hall	4500 Block
	4600 Block
Northwood Drive	4500 Block
	4600 Block
Pentridge	1300 Block
Pentwood	1300 Block
Sheridan	1200 Block
Silverthorne	1200 Block
	1300 Block
Stonewood	1300 Block
	1400 Block
Winston	1200 Block
	1300 Block
	1400 Block
Woodbourne	1200 Block (odd)
Beaumont	1230 to 1244 Block

## **AREA ONE**

(A) In the NORTHWOOD ASSOCIATION, INC.

The Alameda	4000 Block (odd)
	4100 Block (odd)
Argonne Drive	1000 Block
	1100 Block
	1200 Block
	1300 Block
Deepwood Road	3900 Block
	4000 Block
Eastview	4200 Block (odd)
Havenwood	1200 Block
Kelway	4200 Block (even)
Loch Raven	3900 Block (even)
	4000 Block (even)
	4100 Block (even)
Northview	1200 Block
	1300 Block

Roundhill	1200 Block
	1300 Block
Roundtop	4000 Block
Southview	1200 Block
	1300 Block
Westview	4100 Block
	4200 Block

### **AREA THREE**

(F) In the PERRING-LOCH IMPROVEMENT ASSOCIATION, INC.

Burnwood	1500 Block
	1600 Block
Hartsdale	1600 Block (even)
Heathfield	1600 Block
Hillen Rd.	5100 Block (even)
	5300 Block (even)
Ingram	1600 Block
Loch Raven	5200 Block (odd)
	5300 Block (odd)
Northbourne	1500 Block
	1600 Block
Winford	1500 Block (even)
	1600 Block (even)
Woodbourne	1500 Block (odd)
	1600 Block (odd)

### **AREA TWO**

(E) In the STONEWOOD-PENTWOOD-WINSTON IMPROVEMENT ASSOCIATION.

Loch Raven Blvd.	4800 Block (odd)
	4900 Block (odd)
Pentwood	1500 Block (even)
	1600 Block
Stonewood	1500 Block
	1600 Block (odd)
Winston	1500 Block (odd)

NORTHWOOD CORPORATION - Loch Raven Blvd., N. & S. of Havenwood Rd.

NORTHWOOD APARTMENTS - 4200 Loch Raven Blvd.

**BY-LAWS OF GREATER NORTHWOOD COVENANT ASSOCIATION, INC.**

**ARTICLE I**

MEMBERSHIP	Section 1. The membership of the Association shall consist of all those persons eligible for membership under the Articles of Incorporation of the Greater Northwood Covenant Association, Inc. The Board of Trustees shall have power to declare the voting privileges of any member or members terminated in the event of a failure to pay the annual assessment within three months after written notification that the assessment has become due and payable
Voting	
List of Members	Section 2. It shall be the joint duty of the Secretary and Treasurer to keep a current list of the members of the Association, stating the address of each member, the property where such member resides, the founding constituent improvement association covering such member's residence, and the annual assessment chargeable to such member.
Annual Meetings	Section 3. The annual meeting of the Association shall be held in the month of October each year, at such time and place as may be fixed by the Board of Trustees. At least thirty (30) days' notice shall be given by the Board of Trustees of the date, hour, and place of the annual meeting to the founding constituent improvement associations and such further notice as is deemed by it appropriate. All written notices of any meeting, in addition to stating the date, hour and place of the meeting, shall state concisely the nature of the business proposed to be transacted at the meeting.
Special Meetings	Section 4. Special meetings of the membership may be called by the Board of Trustees upon not less than seven (7) days' written notice to the founding constituent improvement associations and

	such further notice as is deemed appropriate for publicizing the special meeting. Otherwise, the procedures as to special meetings are to be the same as set forth in Section 3 above for annual meetings.
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## ARTICLE II

Board of Trustees	<p>The Board of Trustees shall consist of voting and non-voting members. The voting members shall be the three named incorporators in the Articles of Incorporation of the Greater Northwood Covenant Association, until the trustees from the founding constituent improvement associations are duly chosen and qualified. The non-voting members shall be the President of the Greater Northwood Community Council, the officers of the Association, counsel for the Association, and of such other non-voting members as may be designated, from time to time, by a majority of the voting members of the Board of Trustees, and such designated non-voting trustees shall serve at the pleasure of the Board of Trustees. Meetings of the Board of Trustees shall be held not less frequently than once every three months and may be called by the President or by a majority of the voting trustees. Reasonable notice of the date, hour, and place of all meetings of the Board of Trustees shall be given to each trustee. The President of each founding constituent improvement association shall be the voting trustee representing the area of that founding constituent improvement association on the Board of Trustees and only that trustee, or his designee duly appointed in writing shall be entitled to vote at meetings of the Board of Trustees. The term of office of each voting trustee shall be concurrent with his or her term as president of his or her founding constituent improvement association. A Trustee shall appoint his designee by a formal letter of credentials. The GNCA Board is bound by this letter and the designee cannot be removed except by 30 days written notice by the President or by the action of the general membership of the constituent organization or by a general election of the constituent organization. These credentials shall be updated with each new election of Improvement Association officers. Such designated trustee must be a homeowner in the covenanted area.</p>
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## ARTICLE III

Officers	Officers of the Association shall be elected by the Board of Trustees in September of each year. A trustee may also hold a
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	position as an officer of the Association. The duties and powers of the respective officers, as authorized under the Articles of Incorporation, shall be those customarily attached to such positions. In the case of any officer's death, resignation, or other inability to act, the Board of Trustees shall elect a successor; provided, however, that the Vice President shall automatically perform the duties of the President in such event, pending a decision of the Board of Trustees.
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#### ARTICLE IV

Enforcement of Covenants	<p>The racially restrictive covenants contained in the second paragraph of Sub-division 11 of the Deed and Agreement are hereby specifically repudiated, condemned and nullified by the Association. The annual maintenance charge shall be collected and enforced. Officers of the Association may enforce the other covenants and restrictions of the Deed and Agreement; provided, however, no such enforcement matter shall be referred to an attorney, or other legal expense incurred, without the approval of the Board of Trustees; provided further, however, that covenant enforcement shall not occur or continue within the area of any founding constituent improvement association if the voting trustee from that founding constituent improvement association has recorded in the minutes of a meeting of the Board of Trustees an objection to such enforcement or a written objection has been received from such trustee.</p> <p>In the event officers of the Association do not (on their own initiative) enforce any particular covenant or covenants within the area of any founding constituent improvement association, enforcement shall occur within the area of any founding constituent improvement association upon a request recorded in the minutes from the voting trustee from that founding constituent improvement association or upon written request from such trustee.</p>
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#### ARTICLE V

COMMUNITY MAINTENANCE FUND	The Community Maintenance Fund shall be managed and administered by the officers of the Association under the supervision of the Board of Trustees. The expenses of the Association shall be deducted from the Community Maintenance Fund and the balance that remains shall be deemed the Net Available Community Maintenance Fund. Only the Board of Trustees may
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	<p>authorize the Association to incur legal expenses to collect assessments due and not paid to the Association. The Net Available Community Maintenance Fund shall be managed and administered so that the areas of the founding constituent improvement associations receive in the form of services, funds, or otherwise that share of the Net Available Community Maintenance Fund that corresponds proportionately to each association's contribution (actually collected) to the Community Maintenance Fund.</p> <p>The officers of the Association shall coordinate with the founding constituent improvement association the procurement and delivery of any maintenance service. The President or Vice President of the Association shall have the power to make expenditures and contract for maintenance services, subject to approval by the Board of Trustees in the event of commitment of any amount in excess of Five Hundred Dollars (\$500.00).</p> <p>On the written request of any founding constituent improvement association, signed by the President and voting trustee of such association, the Board of Trustees may authorize the disbursement of an amount from the Net Available Community Maintenance Fund determined by that percentage of the gross annual paid assessments collected from the sub-divided parcels of property in the area of such founding constituent association. Prior to any such disbursement to a founding constituent improvement association, the voting trustee thereof must be bonded. Such a written request from a founding constituent improvement association shall not be approved by the Board of Trustees unless the purpose of the request and the use of the funds to be disbursed are consistent with the objectives of the Association and not in violation of the terms of the Deed and Agreement. Upon the request of any trustee, a written opinion shall be obtained from Counsel on the legality of any proposed disbursement to a founding constituent improvement association.</p>
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## ARTICLE VI

Legal Fees	Legal representation of the Association shall be paid for at a rate to be agreed upon by the attorney and the Board of Trustees, provided that attorneys shall not be compensated for attendance at meetings of the membership, the Board of Trustees, or the officers.
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## ARTICLE VII

Amendments	These By-laws may be amended (1) by a majority vote of the members at any membership meeting, subject to the provisions and requirements of the Articles of Incorporation and these By-Laws governing voting at membership meetings, and provided that written form of a proposed amendment be given to the President forty-five (45) days before an annual meeting, or (2) by a two-thirds vote of the Board of Trustees.
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Adopted on \_\_\_\_\_, 1972 by the membership at a duly convened meeting.

## **A LAYMAN LOOKS AT THE COVENANTS**

All you ever wanted to know about the Covenant Assn. and were afraid to ask!

**WHAT IS A COVENANT?** The dictionary defines it as an agreement between persons or parties.

**WHAT IS "THE NORTHWOOD COVENANT"?** An agreement to a set of restrictions placed on the use of land, made on February 16, 1931, between the Roland Park Montebello Co. (who owned the land that is known as Northwood and was laying out streets and lots and offering them for sale) and the original Purchaser.

**WHAT ARE SOME OF THE RESTRICTIONS?** That only single-family dwellings may exist, that no fences may be constructed in the front of the properties, that there may be no unauthorized construction, and other as recorded in the Deed & Agreement.

**HOW DOES THIS 1931 AGREEMENT AFFECT ME NOW?** The Deed & Agreement entered into in 1931 states that the covenants are binding upon the purchaser, his heirs ... and assigns-assigns, that's what you areas a 2nd, 3rd, etc., purchaser of property in Northwood.

**WHEN DID I AGREE TO THESE COVENANTS?** When you purchased your home, this set of restrictions formed a part of your Deed.

**HOW ARE THE COVENANTS ENFORCED?** The first line of enforcement is voluntary compliance. The community associations work to educate residents in regard to the covenants; and, for the most part, find that property owners in Northwood are more than willing to maintain the high standards demanded by the covenants. Where violations exist, the Covenant Association will sue to get compliance with the restrictions. A high rate of success has been obtained in Court rulings.

**CAN THE COVENANTS BE MODIFIED?** Yes, where you are dealing in the area of aesthetics, if the entire community is in agreement, modifications can be made. For instance, tool sheds may be adopted by one community; whereas, another may choose not to have them.

**WHAT IS THE "MAINTENANCE FEE"?** An annual assessment of 30cents per 100 square feet on your lot. This too was set up in the original Deed & Agreement, and is now a part of your Deed.

**WHAT IF I DON'T PAY?** The assessment is a lien on your property which is enforceable by suit and sale of your home.

**WHAT IS THE MONEY FOR?** The benefit of your community. It may be spent as communities see fit, within the guidelines of the covenants. For instance, on the maintenance of common areas, on snow removal, tree trimming, alley repaving, etc.

**WHO HANDLES THE MONEY?** The Greater Northwood Covenant Association, which is a community corporation governed by a Board of six

voting Trustees-one each from Ednor Gardens/Lakeside; Hillen Road-,New Northwood; Original Northwood-, Perring-Loch; and Stonewood-Pentwood-Winston Improvement Associations. The Trustee is usually the President of the community association, provided he lives in a home that is in the covenant area. There are also four volunteer non-voting Officers - President; Vice-President; Treasurer; and Secretary. There is also a paid Executive Secretary.

**HOW IS THE MONEY DIVIDED AMONG THE COMMUNITIES?** According to amount of assessments in each particular community. For instance, money received from a property owner in New Northwood in payment of the maintenance fee is only available for use by the New Northwood Association.

**HOW DO I GET A SAY IN HOW THIS MONEY IS SPENT?** By attending your local association meetings and offering your suggestions. Your Trustee then brings his request for an expenditure of funds, accompanied by cost estimates, plans, etc., to the regular meeting of the Board of the Greater Northwood Covenant Association. The request is voted on by the Trustees. Once a motion is passed, the funds are earmarked for that particular expenditure and work may proceed. To maintain the proper control over the funds, the bill is paid, upon satisfactory completion of work, by the Executive Secretary.