

**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 least 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 an 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 sealed 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, sub-divided 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, repealed, 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:

\_\_\_\_\_  
EUGENE F. PETTY (SEAL)

\_\_\_\_\_  
ODELL PITTMAN (SEAL)

\_\_\_\_\_  
JOHN CARROLL BYRNES (SEAL)

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)          |
| Tivoly        | 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<br>4700-4710<br>4800 Block (even)<br>4900 Block (even)<br>5000-5010 |
| Marble Hall            | 4500 Block<br>4600 Block  |
| Northwood Drive        | 4500 Block<br>4600 Block  |
| Pentridge              | 1300 Block  |
| Pentwood               | 1300 Block  |
| Sheridan               | 1200 Block  |
| Silverthorne           | 1200 Block<br>1300 Block  |
| Stonewood              | 1300 Block<br>1400 Block  |
| Winston                | 1200 Block<br>1300 Block<br>1400 Block  |
| Woodbourne<br>Beaumont | 1200 Block (odd)<br>1230 to 1244 Block  |

#### AREA ONE

##### (A) In the NORTHWOOD ASSOCIATION, INC.

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

|           |                          |
|-----------|--------------------------|
| Roundhill | 1200 Block<br>1300 Block |
| Roundtop  | 4000 Block               |
| Southview | 1200 Block<br>1300 Block |
| Westview  | 4100 Block<br>4200 Block |

#### AREA THREE

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

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

#### AREA TWO

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

|                  |                                      |
|------------------|--------------------------------------|
| Loch Raven Blvd. | 4800 Block (odd)<br>4900 Block (odd) |
| Pentwood         | 1500 Block (even)<br>1600 Block      |
| Stonewood        | 1500 Block<br>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.**

**Voting** 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.

**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.

**ARTICLE II**

**Board  
of  
Trustees**

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.

**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



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.

#### ARTICLE IV

Enforcement  
of  
Covenants

The racially restrictive covenants contained in the second paragraph of Sub-division II 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.

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.

#### 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

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.

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).

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.

#### 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.



## 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.

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 are as 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 30 cents 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.

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