

## **COVENANTS OF THE COMMUNITY**

*[The covenant restrictions on the properties in the community were issued in three sections as the development was completed. They have never been revised.]*

### **SECTION 1 & II – LONGFORD NORTH**

*[Homes along the Valleyfield Road corridor from Seminary Avenue to 8602 Valleyfield Road constitute*

#### *Section I*

*The remainder of the Valleyfield Road corridor constitutes Section II.]*

### **RESTRICTIONS SET FORTH IN A DECLARATION BY MEADOW LAND, INC. DATED JUNE 7, 1965, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER R.R.G. 4467, FOLIO 485**

1. Meadow Land, Inc. is hereinafter referred to as the “Corporation”.

*[Inasmuch as Longford North Improvement Association, Inc. became the assignee of Meadowlands, Inc., the term “Corporation” should be understood as LNIA except with respect to Section 6 and the final paragraph (a) in which cases the assignee is Baltimore County]*

2. Land Use and Building Type. The lots laid out and designated on the Plat entitled “Subdivision Plan, Plat Two, Meadowland”, and recorded among the Plat Records of Baltimore County in Plat Book R.R.G. No. 30, folio 26; and “Subdivision Plan, Plat Three, Meadowland”, and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 30, folio 27, or any lot laid out on any amended or resubdivision plat, shall be used for residential purposes only; and no building shall be erected, altered, or maintained on any of said lots, other than a detached dwelling for not more than one family, not exceeding two and one-half stories in height, and a private garage for not more than two automobiles, except and provided as follows:

### **SECTION III – LONGFORD NORTH**

*[The entire Tallwood/Jamieson corridor constitutes Section I]*

### **RESTRICTIONS SET FORTH IN A DECLARATION BY JAMES KEELTY & CO., INC. DATED JUNE 20, 1966, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER O.T.G. 4632, FOLIO 201**

1. James Keelty & Co., Inc. is hereinafter referred to as the “Corporation”.

*[Inasmuch as Longford North Improvement Association, Inc. became the assignee of James Keelty and Co., Inc., the term “Corporation” should be understood as LNIA except with respect to Section 6 and 6(a) and the final paragraph (a) in which cases the assignee is Baltimore County.]*

2. Land Use and Building Type. The lots laid out and designated on the Plats entitled “Plat One – TALLWOOD”, and recorded among the Plat Records of Baltimore County in Plat Book R.R.G. No. 30 – folio 129; and “Plat Two – TALLWOOD”, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 31 – folio 49, or any lot laid out on any amended or resubdivision plat, shall be used for residential purposes only; and no building shall be erected, altered, or maintained on any of said lots, other than a detached dwelling for not more

than one family, not exceeding two and one-half stories in height, and a private garage for not more than two automobiles, except and provided as follows:

*[The following paragraphs apply to all sections.]*

(a) Real estate sales, management and construction offices and signs may be erected, maintained and operated on any part of said land and in any building or structure now or hereafter erected thereon, provided such offices and signs are used and operated in connection with the development thereof or the construction of improvements thereon, or the management or sale of any part of the premises, or any improvements which may be now or hereafter erected thereon.

(b) Any part of any dwelling house now or hereafter erected on any lot may be used as a physician's office or dentist's office, without hospital facilities, or may be used as an office or studio of a lawyer, architect, engineer, artist, or accountant, for the practice of such professions, providing that the physician, dentist, lawyer, architect, engineer, artist, or accountant using such office or studio resides in the same dwelling house in which such office or studio is located.

(c) Any part of said land and any improvements now or hereafter erected thereon may be used for the purposes of a church, school, library, playground, park, swimming pool with adjacent parking area and facilities, community-owned, non-commercial place of public assembly.

No part of said land, nor any improvements now or hereafter erected thereon shall be used for any of the purposes set forth in subparagraphs (a), (b), or (c) hereof without the written consent and approval of James Keelty & Co., Inc., its successors and assigns.

3. Architectural Control. No building, fence, wall, sign, tank or structure of any kind shall be commenced, erected or maintained on any of said lots, nor shall any addition to (including awnings and screening) or change or alteration therein (including re-treatment by painting or otherwise of any exterior part thereof) be made until plans and specifications, in duplicate, showing the nature, kind, shape, height, colors, materials, location and approximate cost of such building, fence, wall, sign, tank, structure, addition, change or alteration shall have been submitted to and approved in writing by James Keelty & Co., Inc., its successors and assigns, who shall have the absolute right to refuse to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. In so passing upon such plans or specifications, it shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, sign, tank, structure, addition, change or alteration, the location thereof, the materials of which it is to be built or made, and the color and design thereof, with relation to the site upon which it is proposed to erect or keep the same harmony with its surroundings, and the effect on the outlook from adjacent or neighboring property.

4. Building Location.

(a) No building shall be located on any lot closer to the front lot line or closer to the side street line than the minimum building setback lines shown on the recorded plats hereinabove referred to, or on any amendment to or resubdivision thereof. In any event, no building shall be located on any lot closer to the front lot line or to the side street line than thirty feet.

(b) For the purposes of this covenant, eaves, steps, open porches, bay windows and chimneys shall not be considered as a part of a building.

(c) An encroachment into the aforesaid setback areas of not more than 12 inches shall not constitute a violation of these restrictions.

5. Lot Areas and Width. No dwelling shall be erected or placed on any lot having a width less than 70 feet at the front minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

6. The Corporation, its successors and assigns, hereby expressly reserves unto itself, its successors and assigns, easements over those strips of land designated on the aforesaid plats as “Easements for Utilities and Drainage” or “Easements for Utilities”, or otherwise designated as an easement area, reserving also easements in and to five-foot (5’) strips of land along all rear and all side lot lines of all lots, as said lot lines are shown on said plats hereinabove referred to, or on any amendment to or resubdivision thereof, for the purpose of proper surface water drainage, and for the installation and maintenance of sanitary and storm water sewers, poles for electric power and telephone lines, lines for water and for other utilities, and for such alterations of the contour of the land as may be necessary or desirable to effect surface drainage, and to grant said easements to any person, firm or corporation, private or municipal, to erect and maintain public utilities in or upon said strips. Within the foregoing easement areas, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installations and maintenance of utilities, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The easement area of each lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the owner of the lot.

6 (a). The Corporation hereby expressly reserves unto itself, its successors and assigns, title to “DRAINAGE AND UTILITY RESERVATION AREAS”, “STORM DRAINAGE AND UTILITY RESERVATION”, as shown on said plats. The Corporation also hereby expressly reserves unto itself, its successors and assigns, title to the 10-foot access strips between lots designated on said plats as “**10**’ access to Recreation area and Drainage and Utility Reservation”.

*[Applies only to homes along Jamieson Avenue in Section III.]*

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding permitted to be erected on any lot shall at any time be used as a residence, either temporarily or permanently.

9. Signs. No sign of any kind shall be erected, displayed or maintained on any lot, except one lawful professional sign not more than one square foot, one lawful sign not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not in excess of two, may be kept; provided that they are not kept, bred, or maintained for any commercial purpose.

11. Fences. No chain link fence shall be erected or maintained on any lot and no fence or wall shall be erected, placed, altered, or maintained on any lot nearer to any street than the minimum building setback line thereof. Where two adjacent houses are set back different distances from the street, no fence or wall between such two adjacent houses shall be closer to the street than the front wall of the house most distant from said street. No fence or wall shall be erected except in compliance with paragraph 3 and when erected, shall not exceed 42 inches in height, and shall not interfere with underground or surface draining structures, pipes or ditches. This restriction shall not apply to enclosures of patios or open garden courts, and shall not apply to retaining walls required by topography, which enclosures, patios and retaining walls, however, shall require the written consent of the Architectural Control Committee as provided in paragraph numbered 3 hereof.

12. Term-Enforcement-Severability. It is covenanted and agreed by and between the parties hereto, for themselves and their respective personal representatives, heirs, successors and assigns, as part of the consideration for the execution of this Declaration, and as a part of a general plan or scheme of development of the land hereinabove described, that all of the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the said land, any lot laid out thereon and all subsequent owners and occupants of the land or any part hereof, for a period of thirty (30) years from the date these covenants are recorded. All of said restrictions, covenants and agreements shall inure to the benefit of and be enforceable by the Corporation, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any part of the land subject hereto, against anyone violating or attempting to violate any of said restrictions, covenants and agreements. Upon the expiration of said thirty-year period, these covenants shall be automatically extended for successive periods of ten (10) years, unless amended or cancelled, in whole or in part, as hereinafter provided. After the foregoing period of thirty (30) years, any of the provisions of the foregoing restrictions numbered 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 may be cancelled, annulled or abrogated, in whole or in part, by the recording in the proper Land Records of Baltimore County of an appropriate instrument or instruments, in writing, executed by the then record owners (not including mortgagees or ground rent owners) of a majority of the lots then laid out on the land hereinabove described, which instrument or instruments shall specifically set forth which of the provisions of the foregoing restrictions are thereby cancelled, annulled or abrogated.

Proceedings against any person or persons violating or attempting to violate any covenant, agreement or restriction hereof, may be at law or in equity, and such proceedings may be to enforce any covenant, agreement or restriction, to restrain violation thereof, or to recover damages for breach of same.

Invalidation by adjudication of any of the provisions of the restrictions, covenants and agreements herein contained shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is further agreed by and between the parties hereto, for themselves, and their respective personal representatives, heirs, successors and assigns, as follows:

(a) The Corporation hereby expressly reserves unto itself, its successors and assigns, the bed in fee of all streets, avenues, or public highways shown on the plats hereinabove referred to, and further reserves unto itself, its successors and assigns, the right to relocate, change or modify from time to time within the discretion herein reserved, all streets, avenues, or public highways shown on said plats. Reference to streets, avenues, or public highways is for the purpose of description only, and not dedication. In addition, the Corporation expressly reserves unto itself, its successors and assigns, the right, at or after the time of grading of any street or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, but it shall not be under any obligation or duty to do such grading, or to maintain any slope.

(b) Any or all of the rights and powers, including discretionary rights and powers, herein reserved by or conferred upon the Corporation may be assigned or transferred by said Corporation, its successors or assigns, to any one or more corporations or associations agreeing to accept the same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County and, upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon the Corporation by this Agreement.

# **LONGFORD NORTH IMPROVEMENT ASSOCIATIONS BY-LAWS**

## **ARTICLE 1 MEMBERS**

### **SECTION 1. ANNUAL AND REGULAR MEETINGS**

The annual meeting of members of the Association shall be held in October of each year, and officers elected at this meeting will commence their duties at the beginning of the following calendar year. Two other meetings shall be held in January and May at a time and place to be determined by the Board of Governors. All Meetings shall be conducted according to the current edition of Roberts Rules of Order.

### **SECTION 2. SPECIAL MEETINGS**

Special meetings of the members may be called at any time for any purpose or purposes by the President and a majority of the Board of Governors; such meetings must be called by the President upon written request of members representing ten percent (10%) of the voting membership. Voting membership comprises those members who have paid their annual dues.

### **SECTION 3. NOTICE OF MEETINGS**

Notice of the meetings will be posted on signs at both ends of Valleyfield Road and the entrance to Jamieson Road six (6) days prior to the meeting.

### **SECTION 4. QUORUM**

The presence of ten percent (10%) of voting members shall constitute a quorum at all meetings of Association members.

### **SECTION 5. CONDUCT OF MEETINGS**

The President will preside at the General Meetings of the Association and the Vice President will preside at the Board of Governors meetings. The Secretary of the Association, if present, shall act as secretary of such meetings and if he/she is not present, the presiding officer shall designate a secretary for that meeting.

### **SECTION 6. VOTING**

Each homeowner, in total or in part, who is 18 years or older and has paid current annual dues shall have one vote.

## **ARTICLE II BOARD OF GOVERNORS**

### **SECTION 1. GENERAL POWERS**

The property and business of the Association shall be managed by the Board of Governors of the Association.

## SECTION 2. NUMBER AND TERM OF OFFICE

The Board of Governors shall consist of the four (4) officers of the Association, the immediate past President and four (4) Directors at Large for a combined total of nine (9) persons. In the event the President should succeed him/herself in this office, a fifth Director at Large shall be elected for a term of one year by the voting membership. Members of the Board of Governors shall not hold office for more than two consecutive terms.

## SECTION 3. FILLING OF VACANCIES

All vacancies in the Board of Governors or (Officers or Directors at Large) caused by resignation, removal or death shall be filled by vote of the remaining members of the Board.

## SECTION 4. PLACE OF MEETINGS

The Board of Governors may hold their meetings at such place(s) as they may determine by resolution or written consent of all the members of the board.

## SECTION 5. MEETINGS

The meetings of the Board of Governors will be held several weeks prior to the regular meetings of the Association. Special meetings may be scheduled as required.

## SECTION 6. QUORUM

A majority of the members of the Board of Governors shall constitute a quorum for the transaction of business at all meetings of the Board. An act of the quorum shall be an act of the Board of Governors except as may otherwise be specifically provided by law, by Articles of Incorporation or these By-Laws.

## SECTION 7. BLOCK CAPTAINS

The Board of Governors will appoint a Block Captains' Coordinator and approximately 19 Block Captains. It is each Block Captain's responsibility to welcome new neighbors and to maintain contact with the 10 to 12 neighbors in his or her assigned area.

## SECTION 8. LONGFORD NORTH DIRECTORY

The Board of Governors will be responsible for compilation and publication of the Longford North Directory and for its distribution to all residents. The Board will also be responsible for an annual update of the Directory.

## SECTION 9. NOMINATING

The Board of Governors will appoint a Nominating Committee to include at least one member of the Board of Governors and at least two other residents of Longford North. At the annual meeting in October, the Nominating Committee will present a recommended slate of Officers and Directors for the coming calendar year.

## ARTICLE III OFFICERS

### SECTION 1. ELECTION AND TENURE

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Officers shall be elected annually by the members of the Association at the annual meeting. Any persons qualified to vote at such meeting shall be eligible to hold office. No individual may hold the same elective office for more than two (2) consecutive terms unless that individual is uncontested and there are no objections from any member of the community. All officers of the Association shall be subject to removal at any time by the affirmative vote of a majority of the eligible membership of the Association.

### SECTION 2. POWERS AND DUTIES OF THE PRESIDENT

The President shall be the chief executive officer of the Association, shall have general charge and control of all its business affairs and properties and shall have the general powers and duties of supervision and management usually vested in the office of a president of a Corporation. He/she shall preside at all meetings of the general membership and shall execute contracts in the name of the Association when authorized to do so by the Board of Governors. The President shall be ex-officio a member of all standing committees.

### SECTION 3. POWERS AND DUTIES OF THE VICE PRESIDENT

In addition to the duties assigned by the President, the Vice President will be the Chairman of the Board of Governors. In case of absence or disability of the President, the Vice President shall perform the duties of that office.

### SECTION 4. SECRETARY

The Secretary shall record all the proceedings of the Association Meetings and the Board of Governors meetings and shall perform such other duties as may be assigned by the Board of Governors or the President.

### SECTION 5. TREASURER

The Treasurer shall have custody of the funds of the Association and shall keep full and accurate account of receipts and disbursements. He/she shall deposit all monies and other valuables in the name of and to the credit of the Association in such depository as designated by the Board of Governors. The Treasurer shall record the receipt of all funds and shall disburse funds as approved by the Board of Governors. Upon request from the President or Board of Governors, the Treasurer shall provide written accounts of all Association transactions.

The Treasurer, in consultations with the Board of Governors shall prepare an Annual Income and Expense Budget. This Budget shall be presented for approval at the January meeting of the Association.

The Treasurer shall submit all records for an Annual Audit. The Board of Governors will appoint three (3) persons from the membership to serve as the Audit Committee. The Audit

Committee will review the records for the previous year and report their findings at the May meeting of the Association.

#### ARTICLE IV BANK ACCOUNTS

The funds of the Association shall be deposited in such banks or trust companies as shall be designated by the Board of Governors. The Board of Governors will establish guidelines for the Treasurer concerning the approval of invoices and the disbursement of funds. Each bank or trust company with which Association funds are deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money when drawn, made or signed by such officers. This authorization is valid until written notice of revocation of the authority of such officers by the Board of Governors shall have been received by such bank or trust company. From time to time the signature of the officers of the Association authorized to draw against same will be certified by the banks or trust companies in which Association funds are deposited.

#### ARTICLE V DUES

The amount of the Annual Dues for the coming calendar year will be determined by the members of the Association at the Annual Meeting in October. Presently annual dues are \$20 and shall be due and payable in January of each calendar year.

#### ARTICLE VI AMENDMENTS

Members in good standing of the Association who are eligible to vote shall have full power to amend or repeal these By-Laws or any provision hereof. Such changes may be made by the vote of the majority of members at any meeting as part of the general business of such meeting, or at any extraordinary meeting provided the substance of such proposed alterations was stated in a notice of such meeting given to the members.