

THIS DEED OF COVENANTS, made this 2nd day of Aug 1982, by and between ROLAND PARK PLACE, INC., a body corporate of the State of Maryland, formerly known as Roland Park Retirement Center, Inc., (hereinafter referred to as "RPP"), and Roland Park Civic League, Inc., a body corporate of the State of Maryland (hereinafter referred to as "the League").

WHEREAS, RPP has acquired certain property located on the north side of 40th Street and the west side of Kittery Lane; and

WHEREAS, RPP intends to utilize a portion of the property for the purpose of constructing and operating a life care residence community for the elderly (hereinafter "the Project"); and

WHEREAS the League has consented to changing the zoning of a portion of the property from R2 to R5, in consideration of which RPP has agreed to attach certain covenants, restrictions and conditions to the said portion of the property, which portion is hereinafter referred to as the "Subject Property", and the Subject Property is described as follows:

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 BEGINNING for the same on the north side of 40th Street at the distance of 265 feet from the beginning of the last line of the land heretofore described in a Deed from Roland Park Country School, Incorporated to Roland Park Retirement Center, Inc. dated December 15, 1980 and recorded among the Land Records of Baltimore City in Liber WA No. 3990, folio 757, etc. and running thence on 40th Street South 87° 04 minutes 24 seconds West 242.87 feet, thence North 10° 32 minutes 21 seconds West 472.67 feet, thence North 87° 15 minutes East 14.86 feet, thence North 10° 24 minutes West 88.25 feet, thence North 12° 30 minutes 30 seconds West 17.72 feet, thence North 18° 49 minutes 10 seconds West 184.03 feet, thence North 83° 25 minutes 40 seconds East 20.465 feet, thence North 18° 49 minutes 10 seconds West 73.50 feet, thence South 62° 12 minutes 30 seconds East 106.92 feet, thence South 71° 33 minutes 40 seconds East 32.13 feet, thence South 53° 27 minutes East 287.76 feet, thence North 87° 6 minutes East 273.55 feet, thence South 3° 13 minutes East 453.27 feet, thence South 87°, 4 minutes 24 seconds West 264.41 feet, thence South 2° 55 minutes 36 seconds East 120 feet to the place of beginning.

WHEREAS, Roland Park Civic League, Inc., a membership corporation of the State of Maryland on behalf of its members,

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desires to have continued and significant influence upon the development of the Subject Property for the purpose of protecting the interest and welfare of its members who are residents and residents and property owners of Roland Park from any violations or impairments of the zoning laws within that area; and

WHEREAS, in order to make the covenants, restrictions and conditions between the parties binding and of full force and effect on the Subject Property hereinbefore described and upon the future and present owners and occupants thereof, the parties hereto have entered into this Deed of Covenants to the end and intent that RPP, its successors and assigns, will hold, utilize and convey the Subject Property subject to said covenants, restrictions and conditions.

NOW THEREFORE, WITNESSETH: That for and in consideration of Five Dollars (\$5.00) paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree and covenant as follows:

1. The Subject Property shall be subject to the following agreements, covenants, restrictions, terms and conditions, which agreements, covenants, restrictions, terms and conditions RPP for itself, its successors and assigns, hereby agrees to observe and perform:

a. ~~RPP agrees to give prompt notice to the League of any proposed submission to the City Planning Commission which would change the site development plan or the architectural elevation design of the Project and the League shall have the opportunity to have one or more representatives present at the time that any presentation is made to the City Planning Commission.~~ The League shall have the right to express to the

City Planning Commission its endorsement of or disagreement with any submission to or any proposal of the Commission.

b. The Project will be constructed on the Subject Property as a single building (except for separate parking facilities hereinafter described) containing a maximum 240 elderly residential units, 60 nursing beds, and such additional facilities within said building as RPP shall deem necessary to the ordinary function of its life care facility.

c. The building will not exceed eight (8) stories in height.

d. The Project will include space allocation in various locations on the Subject Property for 200 parking spaces (some or all of which may be covered at a height of no more than one story) although initially RPP shall construct not more than 150 parking spaces. The balance of 200 parking spaces will be constructed at such time as the League and the City Planning Commission shall determine.

e. The Project will not include separate outside storage facilities except as the same are integrated into the design of covered parking which may be subject to design articulation approval in the City Planning Commission. RPP may erect storage during construction of the Project so long as the same is removed upon the completion of construction.

f. The building and any outside storage facility constructed on the Subject Property will be set back at least fifty (50) feet from the nearest residential property line.

g. The Project will be designed and constructed (with such variances as are commonly accepted within the industry) so that storm water run off will be controlled on the Subject Property so that the burden of run-off does not exceed the burden

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of run-off at the time of this deed, and RPP will make reasonable efforts to alleviate drainage problems existing in the areas of the tennis courts and Van Bibber Path at the time of this deed.

h. RPP agrees to provide a sixteen (16) foot right-of-way that will provide ingress and egress to the rear of the homes located on University Parkway adjacent to the Subject Property. RPP will negotiate in good faith with representatives of the owners of said property to establish detailed terms of the right of way.

1. Mechanical services such as heating and air conditioning will be designed so as to minimize environmental noise pollution.

j. RPP will provide the full screening of all parking areas from perimeter view through landscaping, the use of berms, etc.

k. RPP will not seek either a new bus stop or the movement of the existing bus stop on University Parkway.

1. RPP will take all reasonable measures to have a traffic control signal installed at the intersection of Elm Avenue and 40th Street.

2. During the construction period, which is hereby described as the period from the date of this deed to the date of initial occupancy of the Project by elderly residents, RPP hereby agrees to meet with a League committee comprised as hereinafter provided, at such times as the committee shall request to discuss and attempt to reach agreement upon concerns relating to the construction process. During such period, RPP also specifically agrees to the following:

a. The principal construction entrance shall be off 40th Street. Other entrances shall be used only in those limited instances when entry from 40th Street is unavailable or impractical as a result of demolition and construction sequence.

b. RPP shall provide reasonable security for the Subject Property including but not necessarily limited to watchman services during hours of darkness, if necessary. The number of watchmen shall vary according to the incidence of vandalism, etc.

c. RPP will at all times provide at least the amount of dust control required by law.

d. To control construction noise, the use of noise-generating equipment and machinery will be restricted to normal construction working hours. If RPP shall find it necessary for such equipment to be used outside normal construction working hours, RPP shall seek prior specific approval from the League.

e. RPP will control run-off from the construction site to prevent run-off from the construction site across the property adjoining residents.

f. Screening and landscaping along the perimeters of the Subject Property adjacent to homes on University Parkway and on Roland Avenue will be completed as promptly after the completion of demolition as the weather and construction access requirements and activity permit.

3. The League shall constitute a committee for the purpose of meeting with RPP during the construction period, composed of at least five (5) members, one of whom shall be a member of the board of the League, and another of whom shall have some architectural background and experience, and another of whom shall have legal background and experience, and another of whom shall be

a resident of Roland Park not living within Five Hundred (500) feet of the site of the property.

4. All of the foregoing covenants, restrictions and conditions shall be complied with at the sole cost and expense of RPP or its successors and assigns, without any contribution on the part of the League.

5. If any of the terms of covenants, restrictions or conditions in said Agreement shall be violated by RPP, its successors or assigns, and RPP, its successors or assigns, shall fail to abate said violation within thirty (30) days after receipt of written notice, then the League may seek to abate such violation by injunction and in the event that any injunction is granted, the League shall be entitled to the recovery of reasonable costs of the legal proceeding from RPP, or its successors or assigns, as the case may be, if it or they have caused or neglected to abate said violation.

6. The failure to enforce any of the covenants, restrictions and conditions herein contained, in any instance, shall in no event constitute a waiver or estoppel of the right to enforce the same or any other covenant, restriction or condition in the event of another violation occurring subsequent thereto. Moreover, in the event that any one or more of the covenants, restrictions and conditions herein contained should for any reason be declared invalid, the remaining covenants, restrictions and conditions shall continue in full force and effect.

7. All of the agreements, covenants, restrictions and conditions shall be deemed to run with and bind the Subject Property and all subsequent owners and occupants thereof until January 1, 2010, provided, however, said agreements, covenants, restrictions and conditions, shall automatically terminate prior

thereto in the event that the Subject Property is conveyed prior to any construction thereon, so long as said Subject Property shall, prior to the conveyance, have been rezoned from R-5 to R-2 (or comparable zoning classification existing at that time) at the conveyor's expense.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their duly authorized officers on the day and year first above written.

ATTEST:

ROLAND PARK PLACE, INC., formerly known as Roland Park Retirement Center, Inc.

[Signature]

By:

[Signature] (CORPORATE) (SEAL)

ATTEST:

ROLAND PARK CIVIC LEAGUE, INC.

[Signature]

By:

[Signature] (CORPORATE) (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of Aug 1982, before me, the subscriber, a Notary Public of the said State, and for Baltimore County, personally appeared Walter A. Frey, III, who serves as President of Roland Park Place, Inc., formerly known as Roland Park Retirement Center, Inc., and being duly authorized so to do, acknowledged the said Deed of Covenants to be the act of said corporation.

[Signature]  
Notary Public

My Commission expires: 7/1/8286

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of July 1982, before me, the subscriber, a Notary Public of the said

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State, and for Baltimore *City*, personally appeared *Charles P. Goodell, Jr.*, who serves as *President* of Roland Park Civic League, Inc., and being duly authorized so to do, acknowledged the said Deed of Covenants to be the act of said corporation.

*C. Virginia Russ*  
Notary Public

My Commission expires: 7/1/86

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REC'D FOR RECORD AUG 19 1982 <sup>10:01</sup> M. & RECORDED IN THE LAND RECORDS OF BALTO. CITY, LIBER C.W.M., JR. 4219 PAGE 485 CHARLES W. MACKAY, JR., CLERK

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Use by City, etc. 7/2/82  
②

From: Roland Park Place, Inc.

To: Roland Park Civic League, Inc.  
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ONE OF THE LAND RECORDS OF  
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PER ~~Charles W. Mackey, Jr.~~  
CLERK  
CHARLES W. MACKEY, JR.

Mail To: Constable Alexander, Dunderberg  
Bleech  
1006 MD Trust Bldg  
Balt, MD 21202