

THIS DEED OF COVENANTS, made this *2nd* day of *August* 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 Rolden Improvement Association, Inc., a body corporate of the State of Maryland (hereinafter referred to as "Rolden").

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, Rolden 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, Rolden Improvement Association, Inc., a membership corporation of the State of Maryland on behalf of its members,

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 nearby residents 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 Rolden of any proposed submission to the City Planning Commission and Rolden shall have the opportunity to have one or more representatives present at the time that any presentation is made to the City Planning Commission. Rolden 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. In addition to the building described in subparagraph b above, RPP with the approval of the City Planning Commission may construct one or more covered parking facilities which shall not exceed one (1) story in height. RPP shall consult with the Association prior to submitting plans therefor to the City Planning Commission.

d. The Project will include sufficient parking on the Subject Property for the vehicles of all residents, employees and visitors so that it shall not be necessary for such persons to park on Roland Avenue. RPP will so notify its residents and employees and will cooperate with Rolden in this regard.

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

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

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

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

k. RPP will give Rolden advance written notice of its intention to acquire property or any rights to property in the 4000 or 4100 blocks of Roland Avenue.

1. RPP shall give Rolden ninety (90) days written notice of any modifications it plans to make to any property (including, but not limited to, the demolition of or change to the exterior of any improvements thereon) in the 4000 or 4100 blocks of Roland Avenue, and shall not make any such modification without any necessary written approval therefor from the City Planning Commission.

m. RPP will landscape and screen that portion of the Subject Property which borders on the rear of 4023-27 Roland Avenue in a manner consistent with its landscaping and screening of other portions of the Subject Property which border on the rear of the other properties on the east side of Roland Avenue.

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

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

c. To control construction noise, and 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 Rolden.

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

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

3. Rolden shall constitute a committee for the purpose of meeting with RPP during the construction period and thereafter, composed of not more than five (5) members.

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 Rolden.

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 Rolden may seek to abate such violation by injunction and in the event that any injunction is granted, Rolden 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, that 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]*



ATTEST:

ROLDEN IMPROVEMENT ASSOCIATION, INC.

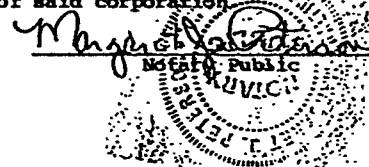
[Signature]

By: *[Signature]* (CORPORATE) (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 2nd 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

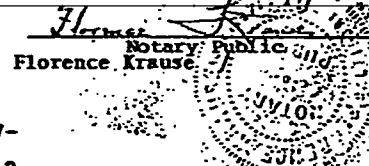
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JUL 28 1982 28-61 20



My Commission expires: 7/1/86

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 5th day of August 1982, before me, the subscriber, a Notary Public of the said State, and for Baltimore City, personally appeared Lynn M. Shultz, who serves as Co-President of Rolden Improvement Association, Inc., and being duly authorized so to do, acknowledged the said Deed of Covenants to be the act of said corporation.



My Commission expires: 7/1/86

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REC'D FOR RECORD AUG 19 1982 10:02 A.M. & RECORDED IN THE LAND RECORDS OF BALTO. CITY, LIBER C.F.M., JR 4219 PAGE 493 CHARLES J. MACKEY, JR., CLERK