BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8049, p. 0702, MSA_CE62_7904. Date available 03/09/2005. Printed 01/12/2022.

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT ("Agreement") is made as of the 8th day of September, 1988, by and between GREY ROCK, INC. (hereinafter referred to as "Grey Rock") and VALLEYS PLANNING COUNCIL, INC. (hereinafter referred to as the "Grantee"), THE BANK OF BALTIMORE and GARY P. BLUM and HENRI P. SQUITIERI, Trustees.

WHEREAS, Grey Rock is the owner of approximately fifty-five (55) acres of land on the east side of Reisterstown Road north of the Baltimore Beltway in the Second Election District of Baltimore County, being the first parcel described in a Deed from the Holy Trinity Fathers, Inc. of Maryland to Grey Rock dated January 4, 1988 and recorded among the Land Records of Baltimore County in Liber S.M. 7769, folio 369 (the "Property"); and

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WHEREAS, the Bank of Baltimore is the beneficiary of a Deed of Trust, dated January 5, 1988, on the Property which Deed of Trust is recorded among the Land Records of Baltimore County at Liber S.M. 7769, folio 377, and the parties of the second part join in this Declaration solely for the purpose of consenting to and subordinating the lien of said Deed of Trust to the covenants, agreements and restrictions hereinafter set forth and for that purpose only, fully retaining the lien of said Deed of Trust on the Property, as the case may be, described in said Deed of Trust; and

LAW OFFICES
HOLZER, MAHER
& DEMILIO
305 W. CHESAPEAKE AVENUE
SUITE 105
TOWSON, MARYLAND
21204
(301) 825-6960

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [signature]
Authorized Signature
Date 12/88 Sec. 11-85 Agreement

JR 12988 JR 12988

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WHEREAS, Grey Rock intends to develop the Property with residential and commercial development; and

WHEREAS, Grey Rock has applied for changes in zoning to permit construction of the facilities and the Grantee believes it important to have certain restrictions placed upon the development of the Property to assure that Grey Rock's development is not inconsistent with the interests of the Grantee; and

WHEREAS, the Grantee is willing to support the zoning applied for, provided that Grey Rock will place certain restrictions upon the development of the Property as provided herein; and

WHEREAS, in order to have the restrictions and covenants on the Property in this Agreement binding and in full force and effect upon Grey Rock and its successors and assigns, the parties have entered into this Agreement with the intent that Grey Rock, its successors and assigns, will hold, utilize and thereafter convey the Property subject to the covenants, restrictions and conditions herein contained and that these covenants and restrictions shall run with and be binding on the Property.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, restrictions and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the

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parties hereto agree to enter into these presents and to have the same recorded among the Land Records of Baltimore County and that, subject to the provisions hereof, the covenants, restrictions and conditions shall be binding upon the Property and shall inure to the benefit of the parties hereto, their successors, personal representatives and permitted assigns, as follows:

1. The Property shall be improved with not more than three hundred (300) dwelling units (as that term is presently defined in the Baltimore County zoning regulations).

2. No buildings shall be constructed within one hundred (100) feet of the boundary of the Property on Reisterstown Road. The Grantor shall landscape said 100-foot area in a manner consistent with other properties along Reisterstown Road and after consultation with the Baltimore County Planning Department. The Grantor further agrees to create a landscaped area fifty (50) feet wide on each side of Greene Tree Road (a road to be constructed.)

3. It is understood by the parties that the entrance drive from Reisterstown Road must be improved. It is agreed all healthy and mature trees along the entrance drive shall be preserved as shown on Exhibit A, Site Preservation Plan, except those whose removal is necessitated by adherence to design standards of Baltimore County.

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4. The Grey Rock Mansion and, to the extent possible, the grounds, gardens, healthy mature trees and major hedge material within the area designated on Exhibit A shall be preserved.

5. No residential building shall be built closer than two hundred fifty (250) feet fr the property line at Reisterstown Road, nor within the ar signated as "Restricted Building Area #2" on Exhibit C.

6. No mid-rise building shall exceed the height of fifty (50) feet as calculated pursuant to Baltimore County Zoning Regulations. Each mid-rise building shall be constructed in such a manner so as to provide parking beneath such building for one automobile for each dwelling unit contained therein. The architectural design of all mid-rise buildings shall conform in a general way to the architectural character as illustrated on Exhibit B.— Suggested Architectural Character. For the purpose of this Agreement, a "mid-rise" building shall be defined as any building in excess of three stories.

7. The portion of the Property, which is zoned B.R. (Business Roadside) and B.M. (Business Major) (as those terms are presently defined in the Baltimore County Zoning Regulations) (the "Commercial Parcel") shall be improved with commercial buildings containing not more than thirty thousand (30,000) square feet of retail and office space in addition to

the existing Grey Rock Mansion. The maximum ground floor area of the new structures shall not exceed 25,000 square feet. The roofline of the commercial buildings shall not be higher than seventeen (17) feet, with the exception of architectural features, above the finished ground floor level of the south entrance hall (foyer) of the Grey Rock Mansion. The architectural design of the commercial building shall conform in a general way to the architectural character of the Grey Rock Mansion. Parking for the Commercial Parcel shall not exceed one hundred eighty (180) spaces (provided approval for that number of spaces is obtained from appropriate Baltimore County agencies), and all parking shall be within the Commercial Parcel.

8. The preferred use of the Commercial Parcel is intended for the purpose of providing support service to the catering facility located within the Grey Rock Mansion. The leasee of Grey Rock Mansion shall be given preference for use of space in any building in the Commercial Parcel.

The Commercial Parcel shall be used only for the purposes set forth herein, namely:

Business and educational meetings and conferences, wedding receptions, Bar Mitzvas, birthday parties and other life cycle events.
Restaurant, tearoom, dairy bar, but not a drive-in restaurant (provided such store does not exceed 4,000 square feet)
Offices and office buildings
Antique shop
Barber and beauty shops (provided service is by appointment only)
Clothing and accessory stores - shall not exceed

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3,000 square feet of sales area.
Dressmaking and millinery establishments (provided such store does not exceed 3,000 square feet of sales area)
Drycleaning establishment (provided no drive-in facility is allowed)
Florist
Food store (provided such store does not exceed 7,500 square feet of sales area; and provided further, that such store shall not be a convenience store similar to 7-Eleven or High's)
Gift shop
Jewelry shop
Photographic studio and camera, photo supply and film processing as ancillary uses
Residential art salon
Stationery store

9. No building or paving for parking shall be constructed within the area designated as "Restricted Building Area #1" on Exhibit C.

10. No building shall be constructed within the area designated as "Parking Only" on Exhibit C, hereof. However, paving for parking shall be allowed.

11. Grey Rock shall preserve the "View Corridor" as designated on Exhibit C. Appropriate landscaping may be added.

12. Grey Rock shall provide a twenty (20) foot screen buffer along its property line on Stone Chapel Road in character with the area. Said buffer shall be ~~constructed~~ Planted at such time as that parcel is improved. EGB

13. Grey Rock hereby agrees that these covenants, restrictions and conditions, once recorded among the Land Records of Baltimore County, shall run with and be binding on the Property and inure to the benefit of the successors in interest of the Grantee.

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14. Any 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 covenants, restrictions or conditions in the event of another violation occurring prior or subsequent thereto. In the event any 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.

15. In the event the Grantee files a suit in a court of competent jurisdiction for the purpose of enforcing this Agreement against Grey Rock and the court renders a judgment in favor of the Grantee, Grey Rock agrees to reimburse the Grantee for the Grantee's court costs and reasonable attorney's fees incurred in the prosecution of the case.

16. The terms of this Agreement shall be subject to the applicable rules, regulations, orders and guidelines of any governmental or regulatory authorities, and Grey Rock and its successors and assigns shall not be considered in default under this Agreement if it is required by any such authorities to take any actions which may conflict with the terms hereof.

17. This Agreement shall remain and continue in full force and effect for 30 years from the date hereof.

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IN WITNESS WHEREOF, the parties have caused this Restrictive Covenant Agreement to be executed on the day and year first above written.

WITNESS:

GREY ROCK, INC.

By: _____ (SEAL)
JOHN DORMANT, President

VALLEYS PLANNING COUNCIL, INC.

By: _____ (SEAL)
Inc.

THE BANK OF BALTIMORE

By: _____ (SEAL)

_____ (SEAL)
GARY P. BLUNT, Trustee

_____ (SEAL)
HENRI P. SQUITIERI, Trustee

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STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Allen Dumont, who acknowledged himself to be the President of GREY ROCK, INC., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Karen P. Allen (SEAL)
Notary Public

My Commission Expires: Aug 1, 1990

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of October, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Richard P. Buck, who acknowledged himself to be the President of VALLEYS PLANNING COUNCIL, INC., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Susan E. Brown (SEAL)
Notary Public

SUSAN E. BROWN NOTARY PUBLIC Baltimore County, Md.

My Commission Expires: 7/1/90

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8049, p. 0710, MSA_CE62_7904. Date available 03/09/2005. Printed 01/12/2022.

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared John Dorment, who acknowledged himself to be the President of GREY ROCK, INC., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Karen P. Allen (SEAL)
Notary Public

My Commission Expires: Aug 1 1990

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of October, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Richard P. Buck, who acknowledged himself to be the President of VALLEYS PLANNING COUNCIL, INC., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Susan E. Brown (SEAL)
Notary Public

SUSAN E. BROWN NOTARY PUBLIC Baltimore County, Md.

My Commission Expires: 7/1/90

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8049, p. 0711, MSA_CE62_7904. Date available 03/09/2005. Printed 01/12/2022.

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Harry Lindemayer who acknowledged himself to be the Vice President of THE BANK OF BALTIMORE, a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Noel M. Cuno (SEAL)
Notary Public

My Commission Expires: 7-1-90

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared GARY P. BLUM, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Noel M. Cuno (SEAL)
Notary Public

My Commission Expires: 7-1-90

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8049, p. 0712, MSA_CE62_7904. Date available 03/09/2005. Printed 01/12/2022.

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared HENRI P. SQUITIERI, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Noel M. Cuno (SEAL)
Notary Public

My Commission Expires: 7-1-90

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 8049, p. 0713, MSA_CE62_7904. Date available 03/09/2005. Printed 01/12/2022.

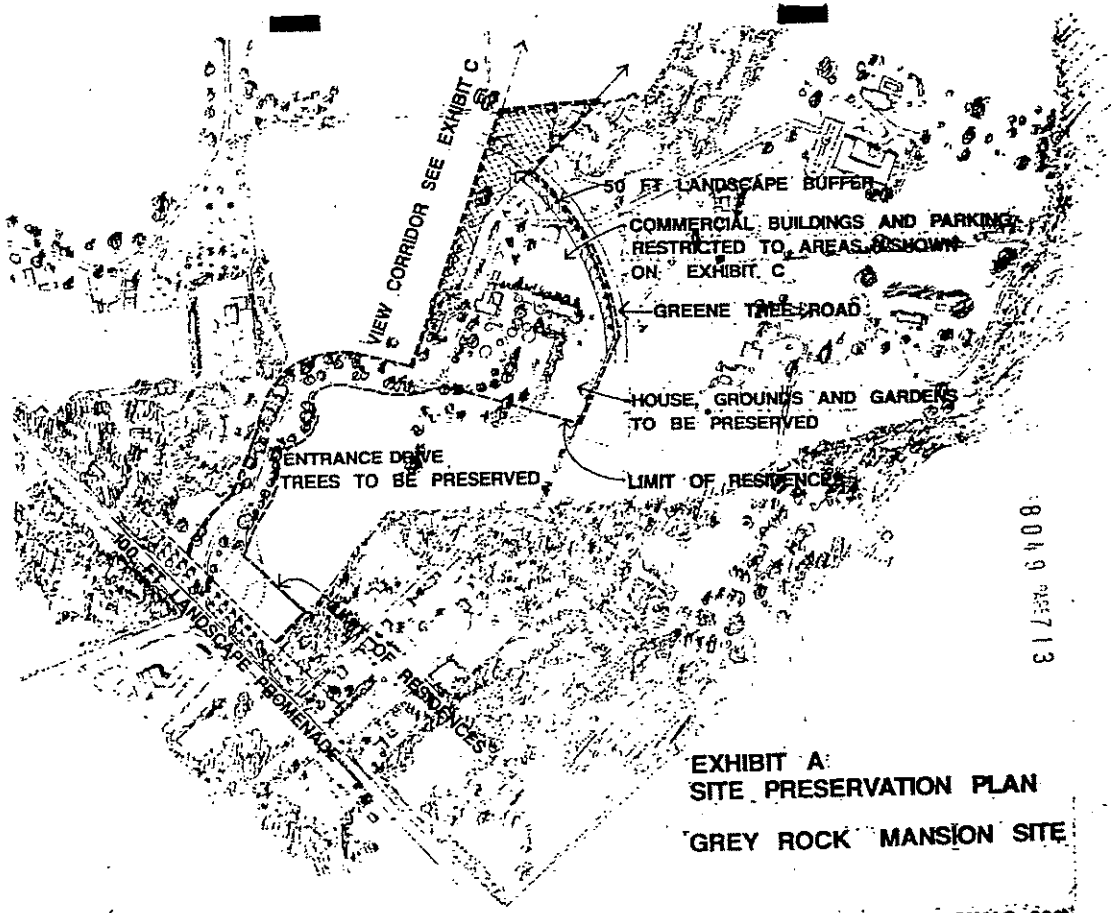

EXHIBIT A
SITE PRESERVATION PLAN

GREY ROCK MANSION SITE

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING

SCALE 1" EQUALS 200'

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GREY ROCK MANSION SITE ENTRANCE DRIVE EXISTING VIEW

GREY ROCK MANSION SITE ENTRANCE DRIVE PRESERVED SUGGESTED ARCHITECTURAL CHARACTER

REISTERSTOWN ROAD LANDSCAPE PROMENADE
VIEW CORRIDORS RECOMMENDED TREATMENT

REISTERSTOWN ROAD CORRIDOR STUDY
BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING
EXHIBIT B

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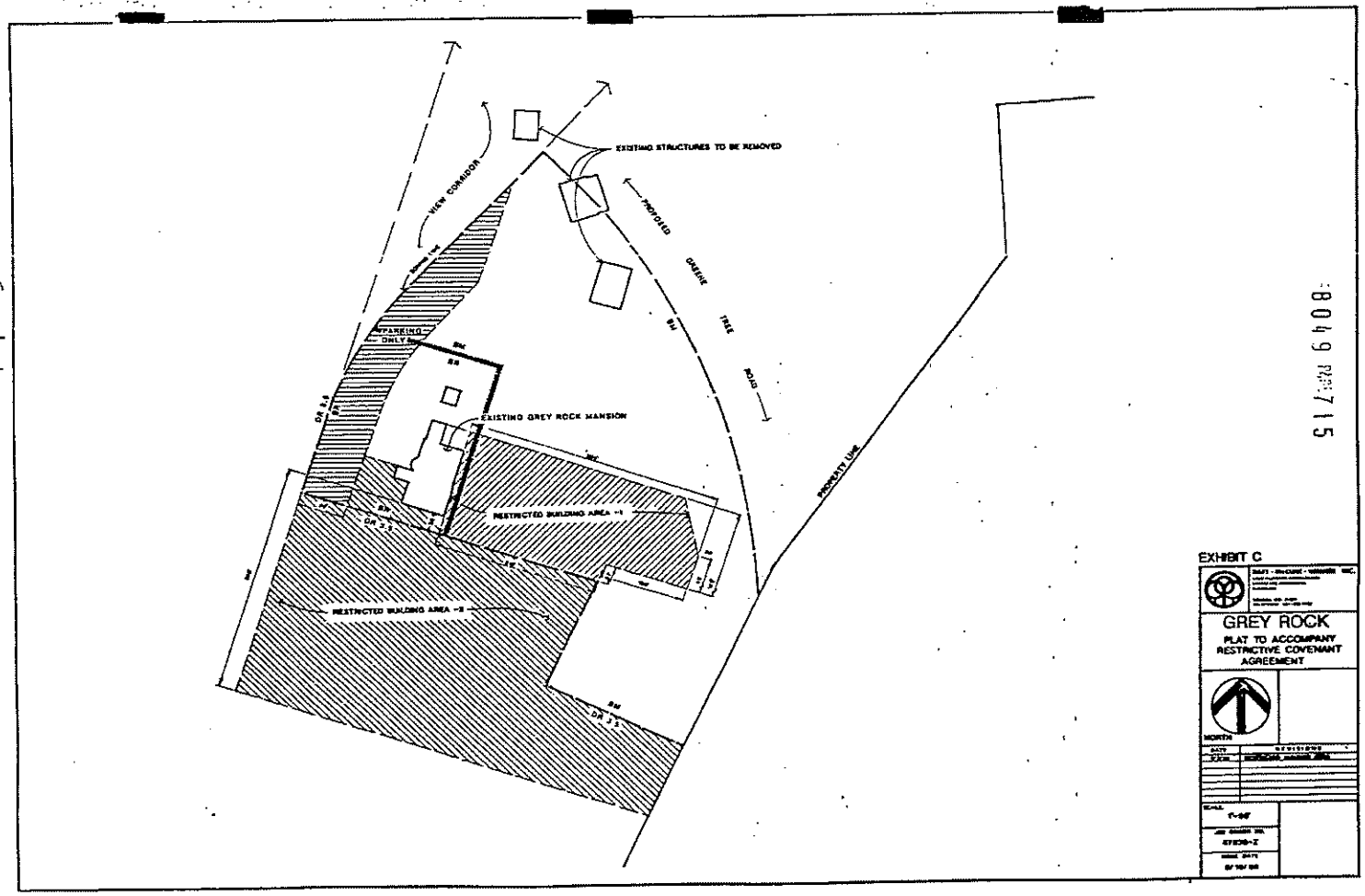

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Send to:
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