



100 Painters Mill Road - Suite 400 / Owings Mills, Maryland 21117
Phone: 410-653-3400 Fax: 410-653-3621
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DECLARATION OF RESTRICTIVE COVENANTS AND AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND AGREEMENT (this "**Declaration**"), made this 19th day of July, 2017 (the "**Effective Date**"), by 1700 South, LLC and its assigns (the "**Declarant**"), and the Mount Washington Improvement Association, Inc. (the "**MWIA**").

RECITALS

WHEREAS the Declarant is the assignee of the contract for the purchase of the real property located at 1700 South Road, Baltimore, Maryland 21209, which is more fully described on **Exhibit A** attached hereto, (collectively, the "**Property**") where the St. John's Episcopal Church is located (the "**Church**"); and

WHEREAS, the Declarant intends to renovate the Property for its corporate offices that is not allowed under the current residential R-1D zoning; and

WHEREAS, the Declarant is seeking to rezone the Property to an office-residential (O-R) zoning classification as well as amend the Urban Renewal Plan (URP) for the Mount Washington Village (the "**Rezoning and Amendment**"), which will be introduced to City Council in or around July 2017; and

WHEREAS, the Declarant and the MWIA desire to cooperate and facilitate Declarant's efforts in connection with the Rezoning and Amendment for the purpose of Declarant's renovation of the Property, which shall be limited to the MWIA providing support for the Rezoning and Amendment; and

WHEREAS the Declarant intends by this Declaration to subject the Property to certain restrictions to run with the land as provided herein; and

WHEREAS the Declaration shall be recorded at closing on the purchase by Declarant, Blue Ocean, successors or assigns.

DECLARATION

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree and covenant to the following:

1. **Restrictions.** The Declarant hereby declares that the Declarant's Property shall be held, sold, conveyed, leased, used, occupied and improved subject to the following covenants, conditions and restrictions as provided in this Declaration:

A. **The Following Uses Are Permitted On The Property:**

- Dwelling: Detached P Dwelling
- Semi-Detached P Dwelling
- Rowhouse

Offices (excluding all health care clinics)
Cultural facility
Educational facility: primary and secondary
Government office
Place of worship
Community-managed open space
Parks and playgrounds
Urban agriculture
Art galleries – no live entertainment or dancing.
Arts studios

Notwithstanding anything contained herein to the contrary, in the event that Declarant wishes to use the property for a "use" not listed above, Declarant shall request from the MWIA, via the notice provision of Paragraph 7, approval for such use. The MWIA shall in good faith give serious consideration to approve such a request. In the event that such request is rejected, the MWIA shall provide Declarant with a reason for such rejection.

B. The Following are Conditional Uses With Restrictions:

Dwelling: Multi-Family within existing Church structure
Bed and Breakfast, but with no commercial restaurant
Cell antennas are permitted and are subject to the approval of the Board of Municipal Zoning Appeals and/or The Commission for Historical and Architectural Preservation.

C. Height Restriction:

Any new structure or addition cannot exceed the height of the existing Church structure;

D. Parking:

No fewer than 30 off-street parking spaces shall be provided in connection with the non-residential use of the Property. In the event of a change of use, the parking provided at the Property shall comply with the applicable Zoning Code.

E. Lighting and Signage:

All exterior lighting and signage will require prior written approval by the MWIA. Declarant shall deliver any lighting or signage proposal for approval to the MWIA, via the notice provision of Paragraph 7, which approval shall not be unreasonably withheld and requests shall be promptly considered. After receipt of the proposal for approval by the MWIA, and during such time that the MWIA is considering the proposal, the MWIA shall provide Declarant with a monthly status update regarding consideration of the proposal.

In the event the Declarant does not receive written acceptance, rejection or a status update within forty-five (45) days, Declarant shall send a second notice. In the event that the MWIA does not provide any status update within fifteen (15) days after the second notice, the request for approval shall be deemed to be approved. In the event the Declarant does not receive written acceptance or

rejection within one hundred and twenty (120) days from the original notice, the request for approval shall be deemed to be approved.

2. Covenants Run with Land: The covenants, conditions and restrictions set forth in this Declaration shall run with the Declarant's land and shall be binding on Declarant and its heirs, successors and assigns and shall inure to the benefit of the Association and its successors and assigns and any other person or entity having or acquiring any right, title or interest in the Declarant's Property or any portion thereof, and such burden or benefit, as applicable, shall bind on or benefit any other person or entity having or acquiring any right, title or interest in the Declarant's Property or any portion thereof.

3. The MWIA's Required Support for the renovations:

The MWIA agrees to provide the Declarant with the following:

- a. Execute the letter attached hereto as Exhibit B for the use by Declarant in obtaining approval of the Rezoning and Amendment;
- b. Upon request from Declarant, the MWIA shall review and consider providing additional support, in the form of letters or otherwise, which additional requested support shall not be unreasonably withheld, throughout the Rezoning and Amendment processes; and
- c. During the Rezoning and Amendment application process, the MWIA shall not oppose, hinder or object to the Rezoning and Amendment application.

4. Termination of this Declaration: This Declaration shall be in full force and effect for ninety-nine (99) years from the Effective Date, and shall terminate and be null and void ninety-nine (99) years after the Effective Date.

Furthermore, notwithstanding anything contained herein to the contrary, in the event that (i) the Rezoning and Amendment applications are rejected or not approved or (ii) the Rezoning and Amendment are subsequently reversed, modified, or rejected by a Court, legislative action or otherwise, then this Declaration shall terminate and shall become null and void. The termination of the Declaration shall be recorded among the land records of Baltimore City.

It is specifically understood that this Agreement shall be binding upon Declarant and any affiliate of Declarant which takes title to the property from Declarant, and in which Declarant maintain any ownership interest either directly or indirectly, regardless of the ownership structure.

5. Amendments: This Declaration may be amended only by a document in writing executed by both the Declarant, or its successors or assigns, from time to time, as applicable, and by the Association, or its successors or assigns.

6. Violations: If a violation or breach of any term, covenant, restriction, or condition contained in this Declaration occurs, then either party, including their respective successors and/or

assigns, may proceed at law or in equity to compel compliance with the terms of this Declaration, and the right by the non-breaching party to seek attorney's fees and related court costs.

Declarant agrees that MWIA would be irreparably injured by a breach of this Declaration by Declarant and that monetary damages would be an insufficient remedy for MWIA in the event Declarant breached or threatened to breach the terms of this Declaration. Declarant further agrees that MWIA shall be entitled to an injunction or injunctions (without the proof of actual damages) to prevent breaches or threatened breaches of this Declaration and/or to compel specific performance of the terms hereof. Declarant also agrees that it shall waive any requirement for the security or posting of any bond in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedy for actual or threatened breaches of this Declaration but shall be in addition to all other remedies available at law or equity to MWIA.

7. Notices: All notices to the parties, or, any of their affiliates, regarding the enforcement under the terms of this Declaration must be in writing and delivered personally, mailed by certified mail, postage prepaid, or sent by overnight courier, to the following address:

To Declarant: Mr. Jonathan Ehrenfeld
1900 South, LLC
6615 Reisterstown Rd,
Suite 300
Baltimore, MD 21215

With a copy to:

Elliott E. Engel, Esquire
One South Street
27th Floor
Baltimore, MD 21202

To the MWIA: 1) President, Mwiapresident@gmail.com
2) Zoning Chair (address listed on MWIA.org website
3) Address listed on file with Planning Department

8. No Waiver: No delay or failure by either party or their respective successors or assigns, to exercise any right under this Declaration, and no partial or single exercise of any such right, will constitute a waiver, release or extinguishment of such right or any other right hereunder, and shall not preclude the exercise of any such right in any future instance.

9. Governing Law; Venue, Jury Trial: This Declaration will be construed in accordance with and governed by the laws of Maryland. Venue for any action hereunder shall be in Baltimore City, Maryland. **EACH PARTY HERETO, FOR ITSELF AND RESPECTIVE SUCCESSORS AND ASSIGNS, EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH**

RESPECT TO ANY ACTION BROUGHT UNDER OR PURSUANT TO THIS DECLARATION.

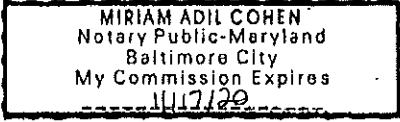
10. Final Agreement: This Declaration supersedes all prior discussions and understandings between Declarant and the MWIA, whether oral or written. Any other understandings or agreements between Declarant and the MWIA and set forth in other documentation do not affect Declarant's obligations to the MWIA, or to its successors or assigns, hereunder. Parol evidence may, however, be admissible to interpret the Declarant's intent in declaring and/or granting the covenants, conditions and restrictions set forth in this Declaration.

11. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

12. Severability. No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

IN WITNESS WHEREOF, each party has executed this Declaration or caused it to be executed on its behalf by its duly authorized representative, the day and year first above written.

1700 SOUTH, LLC



By: [Signature]
Name: Jonathan Ehrenfeld
Title: Member

STATE OF MD

CITY/COUNTY OF Baltimore City, to-wit:

The foregoing instrument was acknowledged before me this 12 day of July, 2017, by Jonathan Ehrenfeld, the Managing Member of 1700 South, LLC a Maryland limited liability company, on behalf of the company.

[Signature]
Notary Public

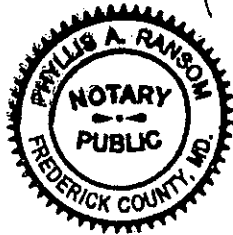
MOUNT WASHINGTON IMPROVEMENT ASSOCIATION, INC.

By: [Signature]
Name: Lindsey A. White
Title: President

STATE OF Maryland

CITY/COUNTY OF Frederick, to-wit:

The foregoing instrument was acknowledged before me this 19th day of June, 2017, by Lindsey A. White, as President of Mount Washington Improvement Association, Inc. a Maryland corporation, on behalf of the corporation.



[Signature]
Notary Public 6/2018

Exhibit A

Legal Description

4700 BEGINNING for the same at a point formed by the intersection of the west side of Kelly Avenue (variable width) and the north side of South Road (30 feet wide) as established by the Mayor and City Council of Baltimore Ordinance No. 115, said point of beginning having coordinate values of North 25069.39 and West 10320.41 as referred to the Grid Meridian established by the Baltimore City Topographic Survey Commission, thence leaving Kelly Avenue and binding along South Road, with bearings of this description referred to said Grid Meridian,

1. South 59 degrees 22 minutes 30 seconds West 201.68 feet to a point, thence leaving said South Road,
2. North 30 degrees 37 minutes 30 seconds West 149.63 feet to an iron pin now found, thence
3. North 59 degrees 22 minutes 30 seconds East 100.00 feet to a point, thence
4. North 30 degrees 37 minutes 30 seconds West 31.15 feet to a point on the southwest side of Kelly Avenue as established by said Ordinance No. 115, thence binding thereon the three following courses and distances,
5. South 63 degrees 58 minutes 00 seconds East 78.57 feet to a point, thence
6. by a curve to the left with a radius of 294.17 feet an arc length of 87.20 feet, said arc subtended by a chord bearing South 72 degrees 27 minutes 20 seconds East 86.88 feet to a point, thence
7. South 31 degrees 15 minutes 08 seconds East 50.40 feet to the point of beginning, containing 25,974.79 square feet or 0.5963 of an acre of land, more or less, the improvements thereon being known as 1700 South Road.

BEING the same and all of that parcel of land designated as Lot 1, Block 4700-A, Section 17, Ward 27 as shown on a plat filed in the Baltimore City Department of Public Works Bureau of Surveys Property Location Division.

The Mount Washington Improvement Association

17
July 6, 2017

Honorable Councilman Isaac "Yitzy" Schleifer
5th District Baltimore City Council Room 511
City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Dear Councilman Schleifer:

As you are aware, the Mount Washington Improvement Association, Inc. ("MWIA") has been in discussions and negotiations with 1700 South, LLC (the "Contract Holder"), the assignee of the contract for the purchase of the real property located at 1700 South Road, Baltimore, Maryland 21209 (the "Property"), regarding Contract Holder's efforts to rezone the Property to an office-residential (O-R) zoning classification as well as amend the Urban Renewal Plan (URP) for the Mount Washington Village (the "Rezoning and Amendment").

The MWIA is pleased to have completed the attached Declaration of Restrictive Covenants and Agreement with Contract Holder, which provides for MWIA to receive specific conditions and restrictions regarding the future use of the Property. Accordingly, the MWIA supports the Rezoning and Amendment application by Contract Holder.

We appreciate the cooperation that Contract Holder has given the MWIA throughout this process and your own assistance and guidance. Please let us know if you need anything further from us.

Sincerely



Lindsey A. White,
President, Mount Washington
Improvement Association, Inc.

4097

4700 ^{RB}

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LR -
 Declaration/Governant 75.00
 Recording Fee 17.00
 Declarant Name: 1700
 SOUTH LLC/MT
 WASHINGTON IMPROVEMENT
 Ref: 1700 SOUTH RD
 LR - Surcharge 40.00
 =====
 Subtotal: 115.00
 =====
 Total: 115.00
 06/11/2018 03:12
 CC24-LH
 #10501156 CC0801 -
 Baltimore City
 Mitchell/CC08.01.20 -
 Register 20

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 CIRCUIT COURT FOR
 BALTIMORE CITY
 2018 JUN 11 PM 3:15