

AGREEMENT OF RESTRICTIVE COVENANTS

This AGREEMENT OF RESTRICTIVE COVENANTS (the "Agreement") is made as of this 21st day of June, 2001, by and between CALVERT SCHOOL, INCORPORATED, a Maryland corporation ("Calvert"), and TUSCANY-CANTERBURY NEIGHBORHOOD ASSOCIATION (the "Association").

Explanatory Statement

A. Calvert is the owner of two parcels of land located respectively at 105 Tuscany Road, Baltimore City, Maryland (the "First Parcel") and 4300 North Charles Street, Baltimore City, Maryland (the "Second Parcel"). Calvert has purchased the Second Parcel with the intention of building a middle school, athletic fields, administrative offices and related facilities as part of the expansion of the Calvert School.

B. The Association has expressed its opposition to the Expansion, and has taken actions to prevent the Expansion from occurring. The parties have agreed to enter into this Agreement in order to resolve most of their differences and disputes between them and to establish a procedure to deal with the open issues. In consideration of the Association's agreement not to oppose the Expansion, Calvert has agreed by the execution of this Agreement to subject all of the Calvert Property to the covenants hereinafter set forth, all of which are for the exclusive benefit of the Association and the School as hereinafter set forth.

Declaration

NOW, THEREFORE, Calvert hereby declares that the Calvert Property shall be subject to the covenants set forth in this Agreement.

ARTICLE I

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

1.1. **Agreement.** "Agreement" means this Agreement, as it may from time to time be amended.

1.2. **Association.** "Association" means Tuscany-Canterbury Neighborhood Association.

1.3. **Calvert.** "Calvert" means Calvert School, Incorporated.

4300 N. Charles St.
200 Tuscany Road
3701-G

1.4. **Calvert Property.** "Calvert Property" means the First Parcel and the Second Parcel, the Tuscany Road Field, as well as any other property owned or acquired by Calvert adjacent to any of these parcels.

1.5. **Development Plan.** "Development Plan" means the plan depicting the expansion of Calvert School on Exhibit A attached hereto.

1.6. **Expansion.** "Expansion" means the building of a middle school, athletic fields, administrative offices and related facilities by Calvert as part of the expansion of Calvert.

1.7. **Home School Program.** "Home School Program" means the program operated by Calvert of supplying the necessary books and other materials to those individuals who desire to educate their children at home.

1.8. **Land Records.** "Land Records" means the Land Records of Baltimore City, Maryland.

1.9. **Lower School Building.** "Lower School Building" means the school building located on the First Parcel of the Calvert Property at 105 Tuscany Road, as shown on the Development Plan designated as the lower school.

1.10. **Middle School Building.** "Middle School Building" means the school building located on the Second Parcel of the Calvert Property at 4300 North Charles Street, as shown on the Development Plan designated as the middle school.

1.11. **Notice.** "Notice" has the meaning given to it in Section 4.5 hereof.

1.12. **School.** "School" means Calvert and any other academic institution which may own or utilize all or any portion of the Calvert Property.

1.13. **Stoneyford Hill.** "Stoneyford Hill" means the hill overlooking Stoneyford Road adjacent to the Calvert Property as shown on the Development Plan.

1.14. **Tuscany-Canterbury.** "Tuscany-Canterbury" means the neighborhood area located in the City of Baltimore, Maryland, within the boundaries of North Charles Street, Warrenton Road, Overhill Road, Linkwood Road and West University Parkway, as depicted on the plat attached hereto as Exhibit C.

1.15. **Tuscany Road Field.** "Tuscany Road Field" means the field on the Calvert Property located on Tuscany Road as shown on the Development Plan.

ARTICLE II

2. Restrictions on Uses and Structures.

2.1. **No Upper School.** There shall be no upper school (grades 9 through 12) located on the Calvert Property.

2.2. **Enrollment.** Enrollment at the School on the Calvert Property shall not exceed 612 students excluding any "home learning" students. Once the Expansion of Calvert as depicted on the Development Plan shall have been completed and the Middle School Building as shown thereon shall be in operation ("Expansion Completion Date"), enrollment at the Lower School Building shall not exceed 372 students excluding any "home learning" students.

2.3. **Permanent Structures.** No permanent buildings or structures shall be constructed in the area designated as the Tuscan Road Field.

2.4. **Lighting of Playing Fields.** Any playing field on the Calvert Property shall not be lit other than for normal security purposes.

2.5. **Bleachers.** Bleachers which are permanently affixed to the ground ("Permanent Bleachers") shall be located on the Calvert Property only on the Paradise Lane side of the Paradise Lane Field and may not exceed five rows of seats.

2.6. **School Purposes.** The Calvert Property shall be used solely for purposes related to the School's operations, function or mission. The facilities on the Calvert Property may not be rented or otherwise made available to an outside person or entity to run a summer camp or for any third-party use. Social or recreational uses of the Calvert Property shall be related to the School's academic program. Notwithstanding the foregoing, use of the facilities by others is permitted as long as the activities are either (a) operated by, sponsored by, under the auspices of, or in the name of, the School or (b) sponsored by a community association, homeowners association, condominium association or cooperative whose property is located in the vicinity of the Calvert Property. At the beginning of each academic year (and whenever updates are warranted), Calvert shall provide the Association a calendar of special events scheduled to occur at the Calvert Property in such year during non-school hours (e.g., dances, fairs).

2.7. **Dormitories.** There shall be no dormitories, student housing, fraternity houses or sorority houses on the Calvert Property. However, in the event all or any portion of the Calvert Property were no longer operated as a school and the use of such portion were converted in whole or in part to residential apartments, the rental of apartments directly by the property owner to students would not constitute dormitory use or student housing.

Signatures

2.8 **Additional Property.** Other than the property listed on Exhibit B attached hereto and made a part hereof, Calvert shall not purchase, lease or otherwise acquire an interest in any property located within the confines of Tuscany-Canterbury or which is directly adjacent to Tuscany-Canterbury without the prior written consent of the Association. If Calvert acquires the property listed on Exhibit B, Calvert shall not make any external material changes to such property without the prior approval of the Association, which approval shall not be unreasonably withheld or delayed.

2.9 **Thru-Street.** Calvert shall not construct a vehicular access road on the Calvert Property which connects Charles Street to Tuscany Road.

ARTICLE III

3. Other Covenants of Calvert.

3.1. **Landscaping.** Calvert shall not seek design approval from the Planning Commission of its landscaping and fencing plan (including the retaining wall for the Tuscany Road Field) in connection with the Expansion until Calvert follows the following process. Calvert shall make available to the Association Calvert's landscape architect, at Calvert's expense, to develop a reasonable landscaping plan (including a fencing plan) for the Second Parcel and the Tuscany Road Field, reasonably acceptable to both the Association and Calvert. If the Association and Calvert cannot agree on a landscaping plan within 30 days of the submittal by Calvert to the Association, Calvert may then develop its own plan, shall submit it to the Association and within 15 days of such submittal to the Association may submit it to the Planning Commission for design approval. The Association retains only the right, prior to any public hearing, to communicate to the Baltimore City Department of Planning its reservations, if any, regarding the proposed plans, but such communication may not directly or indirectly oppose the Expansion or the issuance of any permits. The Association is not granted the right to approve or veto any landscaping and fencing plans.

3.2. **Exterior Lighting.** Calvert shall not seek design approval from the Planning Commission of its exterior lighting plan in connection with the Expansion until Calvert follows the following process. Calvert shall use reasonable efforts to accommodate the requests of the Association with respect to exterior lighting of parking areas as it relates to fixtures, intensity, direction of lighting and hours of operation, to minimize any obtrusive effect on the homes located on Tuscany Road, Stoneyford Road, Canterbury Road, Highfield Road and Linkwood Road adjacent to the Calvert Property. Calvert shall make available to the Association Calvert's lighting consultant, at Calvert's expense, to develop a reasonable exterior lighting plan for the Second Parcel and the Tuscany Road Field, reasonably acceptable to both the Association and Calvert. If the

Association and Calvert cannot agree on an exterior lighting plan within 30 days of the submittal by Calvert to the Association, Calvert may then develop its own plan, shall submit it to the Association and within 15 days of such submittal to the Association may submit it to the Planning Commission for design approval. The Association retains only the right, prior to any public hearing, to communicate to the Baltimore City Department of Planning its reservations, if any, regarding the proposed plans, but such communication may not directly or indirectly oppose the Expansion or the issuance of any permits. The Association is not granted the right to approve or veto any lighting plans.

3.3 **Traffic.** Calvert shall use reasonable efforts to make available to the Association its traffic consultant from time to time, at Calvert's expense, in an effort to minimize anticipated traffic congestion and parking on Tuscany Road, Canterbury Road, Stoneford Road, Canterbury Road, Highfield Road and Linkwood Road adjacent to the Calvert Property. Calvert shall petition the City of Baltimore to close Paradise Lane and Oak Place as public thoroughfares, it being recognized that such closure requires the consent and approval of other parties.

3.4 **Zoning.** Calvert shall not file a petition to change the zoning classification of the Calvert Property without the Association's prior consent. The Association shall not support any proposal to downzone all or any portion of the Calvert Property.

3.5 **Construction.** During the construction of the Middle School Building on the Second Parcel and the Tuscany Road Field as part of the Expansion, (a) all construction vehicles shall enter the construction area on the Second Parcel and the Tuscany Road Field from Charles Street, (b) all construction employees shall park on the Calvert Property, (c) all exterior construction shall commence no earlier than 7:00 a.m. and conclude no later than 7:00 p.m. on weekdays and shall commence no earlier than 9:00 a.m. and conclude no later than 5:00 p.m. on weekends, and (d) no demolition of buildings on the Second Parcel shall occur during the weekend. Calvert shall notify the Association of the particular weekends during which exterior construction may occur. Both Calvert and the Association shall each designate one person who shall act as the contact person to address all matters relating to the construction. Those individuals designated may be replaced at any time (and from time to time) by the party designating such contact person, with notice to, but without the consent of, the other party. If a circumstance arises that needs to be addressed, the Association shall make reasonable efforts to have residents with concerns about construction contact the Association's designated contact person.

3.6 **Rat Abatement.** Calvert shall prepare, at Calvert's expense, a rat abatement program to address abating the spreading of rats from the Calvert Property to

other properties during the construction period of the Middle School Building on the Second Parcel.

3.7 Design. Prior to completion of the Expansion, except as provided in Section 3.1 (regarding landscaping) and Section 3.2 (regarding lighting), Calvert shall submit copies to the Association of any designs relating to new construction to occur on the Second Parcel and the Tuscan Road Field as part of the Expansion or any exterior alterations to be made to any of the improvements located thereon, two weeks prior to submitting any such design plans to the City of Baltimore. After the Expansion shall have occurred, Calvert will not seek design approval of its design plans from the City of Baltimore until it follows the following process. Calvert shall make available to the Association Calvert's architect, at Calvert's expense, to review any designs relating to new exterior construction of buildings to occur on the Calvert Property. If the Association and Calvert cannot agree on the designs within 30 days of the submittal by Calvert to the Association, Calvert may then develop its own design plans, shall submit it to the Association and within 15 days of such submittal to the Association may submit it to City of Baltimore. However, the Association is not granted the right to approve or veto such plans.

3.8 Liaison. The Headmaster of Calvert and certain designated members of the Board of Trustees of Calvert shall meet with the Board of the Association on a semi-annual basis to discuss any issues of mutual concern to Calvert and the Association. Either party to this Agreement may call an extraordinary meeting to discuss issues relating to the Expansion at its sole discretion. Said meeting shall take place within ten days of a written request for such an extraordinary meeting. Calvert and the Association shall, after completion of the Expansion, continue to meet on a semi-annual basis to discuss issues of mutual interest. The provisions for extraordinary meetings shall remain in force after the completion of the Expansion.

3.9 Parking. Once the Expansion Completion Date shall have occurred, Calvert shall provide a parking space for each full-time employee of Calvert who drives to the Calvert Property for work and shall require employees to park only in the assigned spaces.

3.10 Home School Program. Calvert's Home School Program and the employees of the Home School Program, which are currently located in Hunt Valley, Maryland, shall not be re-located to the Calvert Property.

3.11 Temporary Signage. Calvert shall not construct temporary signs on the Calvert Property advertising activities occurring at the Calvert Property. This prohibition shall not apply to permanent signs placed on the Calvert Property such as signs displaying the name of the School.

3.12 Ingress for Recreational Activities. In the event Calvert operates a summer camp on the Calvert Property or an after-school dance is held on the Calvert

Property, Calvert shall notify the attendees that ingress into the Calvert Property for such events shall occur on the North Charles Street side of the Calvert Property.

3.13 Hours of Operation Commencing as of September, 2001, Calvert shall open its Lower School Building at 7:30 a.m. during the school year. Once the Middle School Building has been completed and opens to students, (a) Calvert shall discontinue the dismissal of students at the Lower School Building at 1:00 p.m. on Wednesdays during the school year, and (b) Calvert will adopt a policy that students attending the Lower School Building whose siblings attend the Middle School Building and wait to be picked up from Calvert when their siblings are picked up, shall be picked up with such siblings at the Middle School Building not the Lower School Building.

3.14 Bus Service.

(a) Calvert shall designate one person whose principal duty, among other things, shall be to address operational issues regarding traffic (e.g. creating and encouraging car pooling, busing services). The designated person shall meet with the Association's representative designated by the Association's Board on a semi-annual basis to discuss issues relating to traffic matters and otherwise as may be necessary.

(b) Commencing on the first day of September, 2001 and continuing on each and every first day of September thereafter until this Agreement terminates, Calvert shall notify the Association of the number of students enrolled in the Lower School Building. If the number of students enrolled in the Lower School Building exceeds 302 students, Calvert shall provide the Association with a copy of a contract between Calvert and a bus company (or evidence that Calvert owns a bus) for one bus providing service to and from Calvert for its students for the entire school year. If the number of students enrolled in the Lower School Building exceeds 332 students, Calvert shall provide the Association with a copy of a contract between Calvert and a bus company for two buses (or evidence that Calvert owns two bus) for a bus service to and from Calvert for its students for the entire school year. Calvert shall encourage the students to use the bus service offered.

(c) Once the Middle School Building opens, any such bus service provided pursuant to Section 3.14(b) shall deliver and pick up students at the Middle School Building.

3.15 Public Address System. Calvert shall not install a public address system for use at outdoor athletic events at the Calvert Property.

ARTICLE IV

4. General Provisions.

4.1. **Conditions Precedent.** Articles II, III and IV of this Agreement shall be contingent upon Calvert obtaining final, nonappealable building permits for the proposed Expansion as described on the Development Plan (the "Conditions Precedent"). In the event such Conditions Precedent have not been satisfied by December 31, 2002, this Agreement shall automatically be null and void and shall terminate.

4.2. **Term; Termination.** The term of Articles II, III and IV of this Agreement shall begin upon the satisfaction of the Conditions Precedent and shall remain in effect until 25 years from the date of this Agreement, at which time this Agreement shall automatically terminate. Should the Association dissolve without a regularly constituted successor organization, this Agreement shall automatically terminate. Upon any termination of this Agreement under Sections 4.1, 4.2, or 5.3 of this Agreement, the School and the Association shall execute an agreement terminating and releasing this Agreement (the "Release"), which Release shall be recorded in the Land Records. The Association hereby grants and conveys to the School an irrevocable power of attorney, coupled with an interest, to execute such Release in the event this Agreement has been terminated by its terms and the Association fails to execute such Release within 15 days of a Notice from the School requesting such execution.

4.3. **Covenants of Article II Run with Land.**

(a) The covenants contained in Article II of this Agreement shall be deemed covenants running with the land during the term of the Agreement. However, if all or any portion of the Calvert Property is transferred (the "Transferred Property") to a property owner which is not operating the Transferred Property as a school, the provisions of Article II shall not be applicable to the Transferred Property except for the covenants in Sections 2.7, 2.8 and 2.9. If the Transferred Property were thereafter transferred to an entity which is operating the Transferred Property as a school, the provisions in Article II shall then become effective as to the Transferred Property. Calvert itself shall be released from all obligations under this Agreement as to any Transferred Property which it does not own.

(b) The covenants contained in Article III of this Agreement shall only be applicable to Calvert itself as long as it owns the Calvert Property and operates it as a school. If all or any portion of the Calvert Property is sold, transferred or disposed of by Calvert, the covenants contained in Article III shall not apply to any subsequent owner. If Calvert ceases to own the Calvert Property or ceases to operate a school thereon, Calvert shall be released of all of its obligations under Article III of this Agreement.

4.4. **Exceptions.** The School can request exceptions to the provisions of this Agreement on an ad hoc basis, by sending Notices to the Association in accordance with Section 4.5 of this Agreement. The Association must act in good faith in responding

to such requests. If the School shall have made a request and the Association shall fail to respond within 75 days of delivery of the request to the Association, the request shall be considered granted. In particular, the Association agrees to act in good faith to consider requests by Calvert on an occasional basis to permit others to use the facilities on the Calvert Property.

4.5. **Notices.** Any notice, consent, request or other communication or document authorized or required to be provided hereunder to any Person (collectively, a "Notice") shall be in writing and shall be deemed to have been delivered either upon actual receipt, upon refusal of delivery thereof by the intended recipient, or upon mailing by certified mail return receipt requested. Notices shall be addressed (i) if to Calvert at 105 Tuscany Road, Baltimore, Maryland 21210, with copies to Richard E. Levine, Esq., Miles & Stockbridge P.C., 10 Light Street, Baltimore, Maryland 21202 or such other address as Calvert shall have furnished the Association with a Notice stating a different address; and (ii) if to the Association at 4206 Tuscany Court, Baltimore, Maryland 21210 Attn: Tim Connolley, President, with copies to 3913 Cloverhill Road, Baltimore, Maryland 21218, Attn: John C. Marchelya, Vice-President, and 3921 Canterbury Road, Baltimore, Maryland 21218, Attn: Kathy Alexander, or such other address as the Association shall have furnished Calvert with a Notice stating a different address. Nothing herein contained shall be construed to preclude personal service of any Notice in the manner prescribed for personal service of a summons or other legal process.

4.6. **Amendment.** This Agreement may be amended only by a properly executed instrument or plat (a) executed by mutual agreement between the owner or owners of the Calvert Property and the Association and (b) recorded among the Land Records.

4.7. **Captions.** The captions of the Articles, Sections and Subsections herein are for convenience only and shall not affect the meanings or interpretation of the contents hereof.

4.8. **Enforcement; Remedies.** Notwithstanding any provisions contained or implied herein, in no event shall any monetary judgment or damages be sought or enforced against the School by virtue of any breach of this Agreement. Because no monetary judgment or damages are available to the Association and because a breach of this Agreement by the School may cause the Association irreparable harm under certain circumstances, the exclusive remedies of the Association in the event of a breach of this Agreement by the School shall be an action for specific performance, declaratory relief or injunctive relief by the Association to enjoin the School from breaching this Agreement. However, prior to seeking such remedies the Association may elect to submit a dispute relating to an alleged breach of this Agreement by the School to mediation as provided in Section 4.9. This Agreement shall inure to the benefit of the Association only and may not be enforced by any member of the Association or any other party.

4.9 **Mediation.** If in the reasonable judgment of the Association a breach by the School of this Agreement shall exist, the Association shall deliver a Notice of such alleged breach to the School. If the alleged breach is not cured within 30 days of such Notice, the Association may declare that a dispute exists regarding the alleged breach of this Agreement by the School (a "Dispute"), by delivering a Notice thereof to the School (the "Dispute Notice"). If the Association delivers the Dispute Notice to the School, the Association may elect that such Dispute be submitted to mediation by notice thereof to the School (the "Mediation Notice"). Within 35 days of such Mediation Notice, the Association and the School shall attempt to mutually select a mediator. If within 65 days of the Mediation Notice, no mediator is selected or mediation efforts shall have failed to produce a voluntary agreement of the parties, the mediation shall terminate. Thereafter, neither the School nor the Association shall be required to participate further in a mediation of the Dispute. Discretion to seek mediation is solely the prerogative and right of the Association. This provision in no way restricts the enforcement option of legal redress in favor of the Association contained in Section 4.8.

4.10. **Waiver of Default.** A waiver by the Association of any violation by Calvert under this Agreement must be in writing executed and delivered by the Association, and no such waiver shall be implied from any delay or omission by the Association to take any action with respect to such violation. No express written waiver of any violation shall affect any violation or cover any period of time other than the violation and period of time specified in such express waiver. The Association's consent or approval to or of any act or request by Calvert requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval by the Association to or of any subsequent similar act or request by Calvert.

4.11 **Severability.** Every provision of this Agreement is hereby declared to be independent of, and severable from, every other provision of this Agreement. If any provisions shall be held to be invalid or unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability or running with the land of any other provision of this Agreement.

4.12 **Violation Shall Not Permit Termination of Agreement.** Except as provided in Section 5.3, no violation under this Agreement shall enable either Calvert or the Association to terminate, cancel or otherwise rescind this Agreement; provided however, that this limitation shall not affect any other rights or remedies that either party may have upon any violation under this Agreement.

4.13 **Waiver of Jury Trial.** Calvert and the Association hereby voluntarily and intentionally waive trial by jury in any litigation arising under, out of, or in connection with this Agreement.

4.14 **Estoppel Certificate.** The Association shall, from time to time, upon not less than 75 days Notice from the School, execute and deliver to the School a certificate

in recordable form stating that this Agreement has not been amended and to the best of its knowledge is in full force and effect, or, if amended, that this Agreement is in full force and effect, as amended and stating the amendment and stating whether or not, to the best of its knowledge, the School is in default in any respect under this Agreement, and if in default, specifying the nature of such default. If the Association fails to execute and deliver such certificate within 75 days after Notice thereof from the School, the Association shall be deemed to have approved the matters stated in the certificate presented by the School to the Association.

4.15 **Attorneys Fees.** Each party shall bear its own legal fees and costs in connection with this Agreement and any matter that arises as a result of this Agreement.

4.16 **Approvals.** If the School shall have sent a Notice to the Association requesting approval of an item described herein and the Association fails to send a Notice to the School disapproving such item within 30 days thereafter, the matter shall be deemed automatically approved by the Association.

4.17 **No Assignment.** The rights of the parties hereunder may not be assigned to anyone else.

ARTICLE V

5. Association's Agreements.

5.1 **No Opposition.** Neither the Association, nor any member of the working committee of the Association, nor any of the officers of the Association shall (a) oppose the Expansion or the issuance of permits to accomplish the Expansion, nor (b) support any action by any other party in opposing the Expansion or the issuance of permits to accomplish the Expansion.

5.2 **Letter to Planning Commission and Baltimore City Council.** The Association shall write a letter to the Planning Commission, to all members of the Baltimore City Council, and to any other governmental or quasi-governmental authorities designated by Calvert stating that the Association has reached an agreement with Calvert. The letter shall be executed simultaneously with the execution of this Agreement.

5.3 **Breach by the Association.** In the event of the breach of any of the agreements as described under Section 5.1 and Section 5.2, this Agreement shall automatically terminate.

WITNESS the hands and seals of Calvert and the Association as of the day and year first above written.

WITNESS/ATTEST:

Linda M. Syron

CALVERT SCHOOL, INCORPORATED

By:

Robert J. Mathias (SEAL)

Name: Robert J. Mathias

Title: President

WITNESS/ATTEST:

John C. Marchelya

TUSCANY-CANTERBURY
NEIGHBORHOOD ASSOCIATION

By:

John C. Marchelya (SEAL)

John C. Marchelya

Vice President



Commonwealth Land Title Insurance Company
31 Light Street, Baltimore Maryland 21202-1035

(410) 752-7070 Phone (410) 752-7043 Fax

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6 of ^{July} ~~June~~, 2001, before me, a Notary Public of said state personally appeared, Robert J. Mathias, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of Calvert School, Incorporated, a Maryland corporation, and that he, as such duly authorized officer, executed the foregoing instrument for the purposes therein contained by signing in my presence, the name of said corporation by himself as duly authorized officer thereof.



AS WITNESS my hand and Notarial Seal.

Linda M. Lyson
Notary Public

My Commission Expires: 3/1/03

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd of June, 2001, before me, a Notary Public of said state personally appeared, John C. Marchelya, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of Tuscany-Canterbury Neighborhood Association and that he, as such duly authorized officer, executed the foregoing instrument for the purposes therein contained by signing in my presence, the name of said corporation by himself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Mary Ann Regaloki
Notary Public

My Commission Expires: 02/01/2003

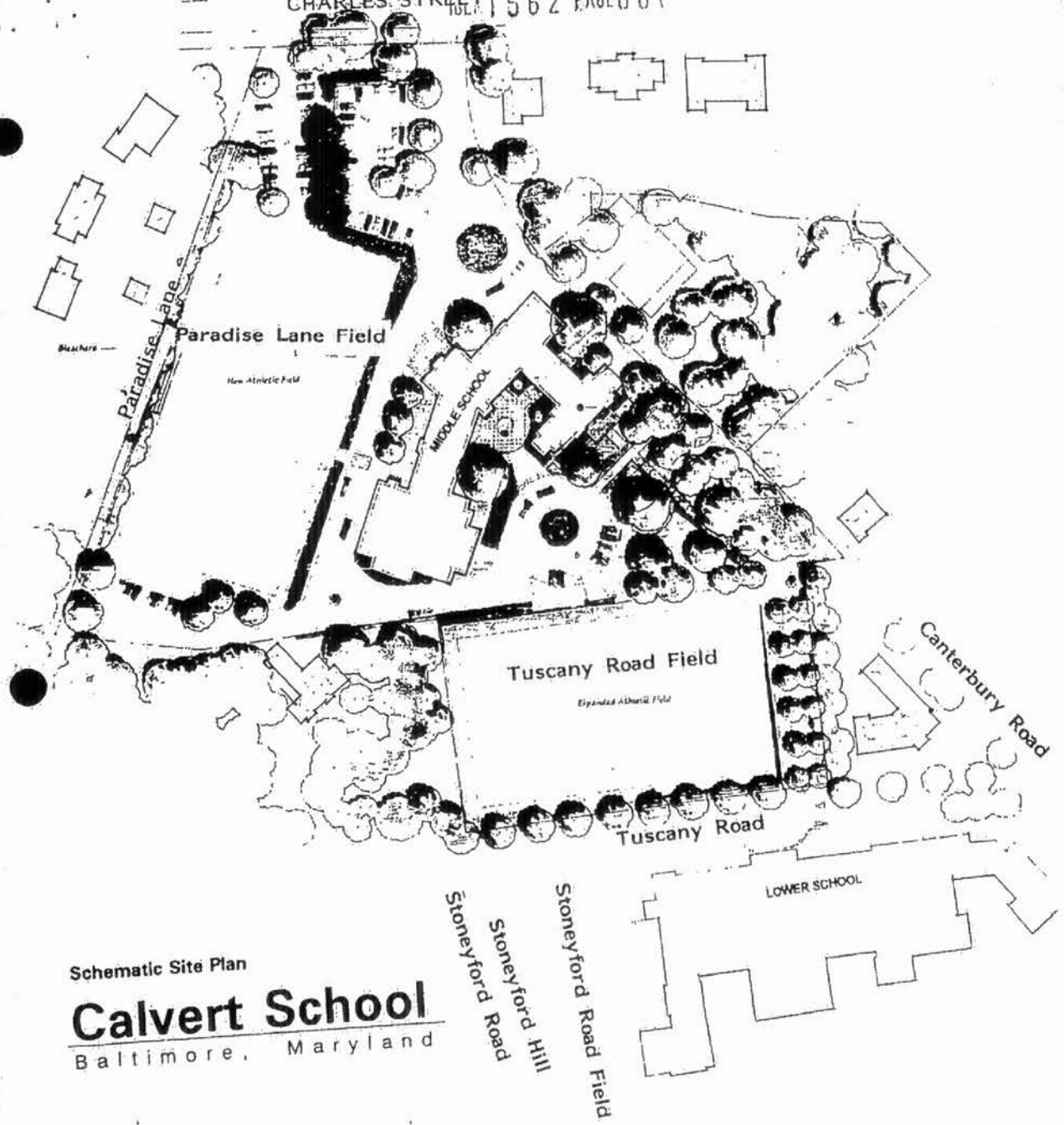
Attorney Certification

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by him.

Richard E. Levine
Richard E. Levine



Commonwealth Land Title Insurance Company
31 Light Street, Baltimore, Maryland 21202-1035
(410) 752-7070 Phone (410) 752-7043 Fax



Schematic Site Plan
Calvert School
 Baltimore, Maryland

EXHIBIT A

 <p>Real Property Information</p>	<p>Maryland Department of Assessments and Taxation Real Property System</p>
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[Go Back]

BALTIMORE CITY

[Start Over]

WARD: 12 SEC: 01 BLOCK: 3701G LOT: 006

Owner Information

Owner Name: HARRIS, JAMES CARROLL **Use:** RESIDENTIAL
 HARRIS, CATHERINE DEANGELIS
Mailing Address: 200 TUSCANY ROAD **Principal Residence:** YES
 BALTIMORE MD 21210-3010

Transferred

From: **Date:** **Price:**
Deed Reference: 1) WA / 3849/ 249 **Special Tax Recapture:**
 2) * NONE *

Tax Exempt: NO

Location Information [Map unavailable for Baltimore City]

Premises Address: 200 TUSCANY ROAD **Zoning:** R040 **Legal Description:** 1.063 ACRES
 BALTIMORE 21210-3010

Map	Grid	Parcel	Subdiv	Sect	Block	Lot	Group	Plat No:
12				1	3701G	6	80	Plat Ref:

Special Tax Areas

Town:
Ad Valorem:
Tax Class:

Primary Structure Data

Year Built:	Enclosed Area:	Property Land Area:	County Use:
1929	4,693 SF	46,304.00 SF	11320

Value Information

	Base Value	Current Value	Phase-In Value		Phase-In Assessments	
			As Of	As Of	As Of	As Of
			01/01/2001	07/01/2001	07/01/2000	07/01/2001
Land:	181,300	151,320				
Impts:	225,700	387,400				
Total:	407,000	538,720		450,906	162,800	450,906
Pref Land:	0	0		0	0	0

Partial Exempt Assessments

	Code	07/01/2000	07/01/2001
County	000	0	0
State	000	0	0
Municipal	000	0	0

[Go Back] [Start Over]

EXHIBIT B

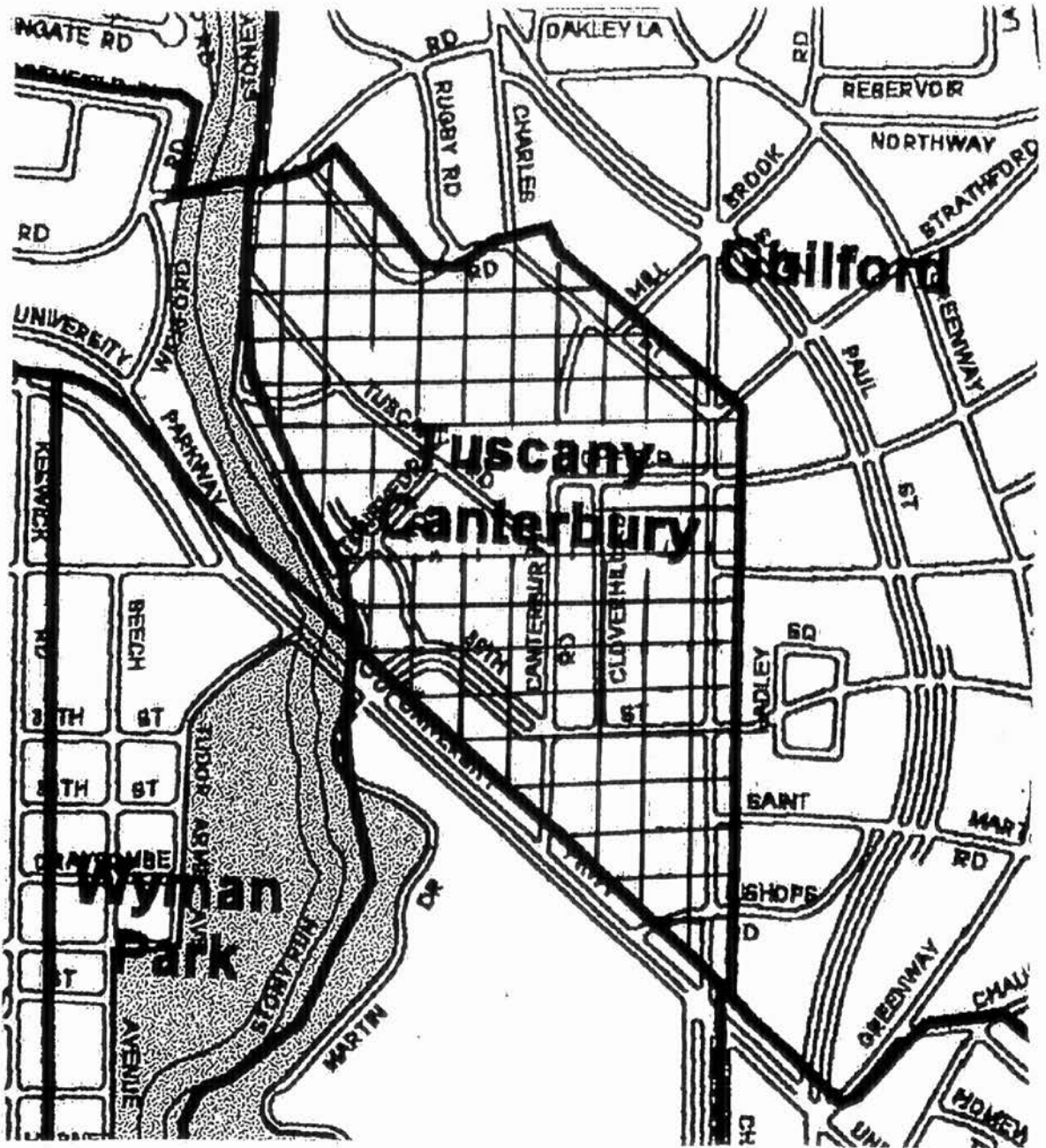


EXHIBIT C

CG254

01 JUL 19 PM 3:01
CITY RECORDS
CHICAGO

75

THE FINEST
RECORDING FEE
TOTAL
Rec'd 2008
FMC 900
Jul 19, 2008
KOP 1 2117
RLE 1 2152
RECD TO

3701-6

3

1000235

State of Maryland Land Instrument Intake Sheet

Baltimore City County: _____

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.
(Type or Print in Black Ink Only - All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording/Validation

Check Box if Addendum Intake Form is Attached.

1. Type(s) of Instruments
 Deed Mortgage Other: Agreement
 Deed of Trust Lease Other: _____

2. Conveyance Type Check Box
 Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale [9]
 Arms-Length [1] Arms-Length [2] Arms-Length [3]

3. Tax Exemptions (if Applicable)
 Recordation State Transfer County Transfer

4. Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
		Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$ <u>0.00</u>	Transfer Tax Consideration	\$
Any New Mortgage	\$	X () % =	\$
Balance of Existing Mortgage	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$
Other:	\$	Recordation Tax Consideration	\$
Full Cash Value	\$	X () per \$500 =	\$
		TOTAL DUE	\$

5. Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ <u>75.00</u>	\$	Tax Bill:
Surcharge	\$ <u>5.00</u>	\$	C.B. Credit:
State Recordation Tax	\$	\$	Ag. Tax/Other:
State Transfer Tax	\$	\$	
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	

6. Description of Property
 SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Fee Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
		<u>NA 3849/249</u>			<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
		<u>006</u>	<u>57016</u>	<u>01</u>	
Location / Address of Property Being Conveyed (2)					
<u>200 Tuscany Road</u>					
Other Property Identifiers (if applicable)				Water Meter Account No.	
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					
If Partial Conveyance, List Improvements Conveyed:					
Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)		
<u>Calvert School Incorporated</u>					
Doc. 1 Owner(s) of Record, if Different from Grantor(s)			Doc. 2 Owner(s) of Record, if Different from Grantor(s)		
Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)		
<u>The Ridgewood and Ridgewood Condominium Association, Inc.</u>					
New Owner's (Grantee) Mailing Address					
<u>Same as on record</u>					
Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)		

7. Other Names to Be Indexed

8. Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Jennifer Kearneski Return to Contact Person
 Firm: Commonwealth Land Title Insurance Co. Hold for Pickup
 Address: 31 Light Street, Suite 600 Return Address Provided
BALTO, MD 21202 Phone: (410) 752-7070

11. IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

Yes No Will the property being conveyed be the grantee's principal residence?
 Yes No Does transfer include personal property? If yes, identify: _____
 Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Territorial Verification Agricultural Verification Whole Part Tran. Process Verification

Transfer Number:	Date Received:	Deed Reference:		Assigned Property No.:	
Year		Geo.	Map	Sub	Block
<u>20</u>	<u>20</u>	Zoning	Grid	Plat	Lot
Land		Use	Parcel	Section	Occ. Cd.
Buildings		Town Cd.	Ex. St.	Ex. Cd.	
Total					

REMARKS:

Accepted
Not a Transfer

Space Reserved for County Validation

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldend - Registrar
AOC-CC-900 (6/95)