

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 31st day of March, 2005 by and between THE CITY OF ABERDEEN, a body corporate and politic of the State of Maryland ("Aberdeen"); RIPKEN ENTERPRISES LLC (formerly known as TUFTON ENTERPRISES LLC), a Maryland limited liability company ("Ripken"); RIPKEN BASEBALL ACADEMY LLC, a Maryland limited liability company (the "Academy"); CAL RIPKEN, SR. FOUNDATION, INC., a Maryland corporation (the "Foundation"); ABERDEEN CAMDEN OFFICE LLC, a Maryland limited liability company ("Camden"); and TUFTON PROFESSIONAL BASEBALL LLC, a Maryland limited liability company ("Tufton" and Ripken, the Academy, the Foundation, Camden and Tufton being herein sometimes collectively referred to as the "Ripken Group").

IMP FID SURE \$ 20.00
RECORDING FEE 75.00
TOTAL 95.00
Res# H002 Rct# 85599

EXPLANATORY STATEMENT

A. Capitalized terms used in this Explanatory Statement shall have the meaning given in this Declaration.

B. Aberdeen and Ripken are parties to a Declaration of Covenants, Conditions and Restrictions made as of December 7, 2000 and recorded among the Land Records of Harford County, Maryland in Liber 4715, folio 296 (the "Original Declaration"). The Original Declaration encumbers all that land shown on and subjected to the force and effect of the Original Record Plat.

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C. Aberdeen and Tufton, an affiliate of Ripken, have caused the Ripken Stadium to be developed on Lot 2 as shown on the Original Record Plat. The Academy, another affiliate of Ripken, intends to develop and operate the Baseball Academy on Lot 3 as shown on the Resubdivision Plat. Camden, another affiliate of Ripken, intends to cause the development and operation of a hotel on Lot 5 as shown on the Resubdivision Plat. The Foundation, another affiliate of Ripken, intends to cause the development and operation of a baseball facility on Lot 6 as shown on the Resubdivision Plat.

D. The purpose of this Declaration is to amend, restate and supercede the Original Declaration for the purposes of (i) subjecting the Property to the covenants, conditions and restrictions for the purposes and in the manner more particularly hereafter set forth, (ii) subjecting the Remaining Land to certain use restrictions, and (iii) terminating, releasing, superceding, amending and restating all rights, powers, interest, duties, liabilities and obligations under the Original Declaration.

E. The parties hereto do not intend to merge the estates benefited and burdened by the covenants, conditions and restrictions hereby established.

NOW THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto, in

ALL-STATE LEGAL EXHIBIT 7

accordance with their respective interests in the Property, hereby declare that the Property shall be held, sold, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to the covenants, conditions and restrictions hereafter set forth:

ARTICLE I

DEFINITIONS

1. DEFINITIONS: In addition to any term to which meaning is specifically ascribed by any provision elsewhere contained in this Declaration, the following terms, whenever capitalized in this Declaration, shall have the meaning given in this Section 1, whether used in the singular or plural, unless the context clearly indicates a contrary intent:

ABERDEEN: the City of Aberdeen, a political subdivision of the County.

ACADEMY LAND: Lot 3 as shown on the Resubdivision Plat.

BASEBALL ACADEMY: a facility to be developed on the Academy Land for the purpose of operating a youth baseball and sports training enterprise to be known as the "Ripken Youth Baseball Academy."

BUILDING: any enclosed Structure intended for use and occupancy now or hereafter erected on any Lot.

CARRY OUT RESTAURANT: a food service establishment engaged primarily in the business of the sale of ready to consume food and beverages to customers who order their food and beverages over the counter or by telecommunication for off premises consumption.

CATERING FACILITY: a facility containing a gross floor area of at least 20,000 square feet used regularly for the sale and serving of beverages and food to groups which reserve the facility for banquets or gatherings. A Catering Facility is not a Restaurant.

CHAIN RESTAURANT: a Restaurant operated as part of a chain or group of Restaurants (i) consisting of at least twenty Restaurants operating within the United States and (ii) operating under the same tradename, in substantially the same manner and in accordance with substantially the same standards of operation and quality.

COMMUNITY EVENT: an event held on Lot 2, 3, 5 or 6 involving a group gathering for any activity which is permitted under applicable legal requirements.

CONTROL: (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to vote a majority of the outstanding voting interest of a Person or otherwise direct the management policies of such Person by contract or otherwise.

COUNTY: Harford County, Maryland, a political subdivision of the State of Maryland.

DECLARATION: this Declaration, as the same be amended from time to time by any amendment thereof recorded among the Land Records.

DEFAULT RATE: an annual rate of interest equal to the lesser of (i) fifteen percent (15%) per annum or (ii) such lower rate required by applicable law.

DEVELOPMENT REVIEW COMMITTEE OR COMMITTEE: the Development Review Committee established pursuant to Article V hereof.

DRIVE-IN RESTAURANT: a food service establishment engaged principally in the business of the sale of food and beverages to a substantial extent for consumption by customers in parked motor vehicles.

DRIVE THROUGH RESTAURANT: a Fast Food Restaurant except that no customer seating is provided inside the Restaurant and food and beverages are ordered by motorists from a drive through lane or from a walk up window on the outside of the Building or within a vestibule thereof and orders are primarily consumed off the premises of such a Restaurant, but such a Restaurant may provide seating at tables outside the Building on the premises.

EVENT: an event held within Lot 2, 3, 5 or 6 involving a sporting, entertainment or other activity.

FAST FOOD RESTAURANT: a food service establishment, other than a Drive Through Restaurant, engaged principally in the business of the sale of ready to consume food and beverages in disposable containers and having some or all of the following characteristics:

(i) Prepackaged frozen, chilled or sealed food and meals are cooked in advance for immediate sale;

(ii) Food and beverages are ordered over the counter or by motorists from within their vehicles; and

(iii) Food and beverages are consumed on the premises of the Restaurant or within a motor vehicle on or off the premises.

FOOD SERVICE BUSINESS: a Restaurant, Catering Facility or any other type of food service business engaged in the sale of ready to eat food and beverages for consumption on or off the premises at which such food and beverages are sold.

IRONBIRDS KIDS CLUB: a club whose members shall consist of children aged 18 and under, together with parents or chaperones who may accompany them, and which is organized and operated for the promotion of the Aberdeen IronBirds, a professional baseball team which competes at the Ripken Stadium.

LAND RECORDS: the public Land Records of Harford County, Maryland.

LOT(S): any separate parcel of land consisting of any part of the Property (i) established by the lawful subdivision or resubdivision of the Property or any part thereof and (ii) shown on a Record Plat. On the date hereof, the Lots consist of Lot 1 and Lot 2 as shown on the Original Record Plat, Lot 5 and Lot 6 as shown on the Resubdivision Plat, and Lot 3 and Lot 4 as shown on the Amended Resubdivision Plat.

MORTGAGE: any mortgage or deed of trust encumbering the Property or any part thereof and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time-to-time in the locality of the Property, provided that such mortgage, deed of trust or other form of security interest, and any instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

MORTGAGEE: the Person secured by a Mortgage.

MORTGAGEE IN POSSESSION: any Mortgagee who is either (i) a Mortgagee which has possession of the Property or any part thereof as a result of a default under a Mortgage held by such Person or (ii) the Owner of the Property or any part thereof, as a result of a conveyance to such Mortgagee of the Mortgagor's equity of redemption therein, either through a foreclosure proceeding under a Mortgage securing such Person or covering the Property or part thereof or a deed in lieu of such foreclosure proceeding.

MORTGAGOR: the Owner of the Property or any part thereof, the title to which is encumbered by a Mortgage.

MOTION PICTURE THEATER: a facility containing one or more motion picture screens, large screen televisions or other type of video devices used for the exhibition of live or recorded moving visual images, including, but not limited to, the exhibition of live telecasts, motion pictures, videotapes, and digital video discs, for viewing by a group of more than ten people.

OCCUPANT: any Person from time to time entitled to the use and occupancy of a Lot or any improvements thereon under a lease, sublease, license, concession or other similar agreement or the Owner of a Lot if such Owner occupies the same.

ORIGINAL RECORD PLAT: the Record Plat of the Property entitled "Final Plat, Long Property Subdivision," which plat is recorded among the Land Records in Plat Book 106, folio 40.

OWNER: any Person or combination of Persons holding record fee simple title to the Property or any part thereof under a deed or other instrument, provided that no Mortgagee shall be deemed an Owner unless and until it acquires of record the Mortgagor's equity of redemption in fee simple.

PERMITTEE(S): all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of the Owner of a Lot insofar as their activities relate to the use of such Lot or any part thereof.

PERSON: any natural person, trustee, corporation, partnership, limited liability company, business trust or other legal entity.

PROPERTY: all that land shown on and subjected to the force and effect of the Original Record Plat and such additional land as is shown on and subjected to the force and effect of the Amended Resubdivision Plat.

PUBLIC ROAD(S): any public street, highway or other public thoroughfare within or adjoining the Property whether designated as a street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise other than US Route I-95, also known as the Northeastern Expressway as shown on the Original Record Plat. As of the date hereof, Public Road means Long Drive and Gilbert Road as shown on the Original Record Plat.

RECORD PLAT(S): any one or more subdivision plats of the Property or any part thereof which has been recorded among the Land Records. On the date hereof, the Record Plats consist of the Original Record Plat and the Resubdivision Plat.

REMAINING LAND: all Lots within the Property other than the Restricted Lots.

RESTAURANT: a Carry Out Restaurant, Chain Restaurant, Drive-In Restaurant, Fast Food Restaurant, Drive Through Restaurant, or Standard Restaurant.

RESTRICTED LAND: Lot 1 and Lot 4 as shown on the Original Record Plat.

RESTRICTED LOT(S): Lot 1 or Lot 4 as shown on the Original Record Plat or both of such Lots, or any one or more Lots resulting from the subdivision or resubdivision of such Lot 1 or such Lot 4.

RESUBDIVISION PLAT: the Record Plat of a portion of the Property entitled "Revised Lots 3 and 4 – Final Plat, Long Property Subdivision," which plat is recorded among the Land Records Plat Book 107, folio 55.

RIPKEN FAMILY: the family group consisting of Violet Ripken, Kelly Ripken and Candice Ripken, their respective lineal descendants and ancestors, or any of them.

RIPKEN STADIUM: the stadium facility known as Ripken Stadium erected on the Stadium Lot.

STADIUM CONCESSION AGREEMENT: the Concession Agreement made as of December 7, 2000 between Aberdeen and Tufton for the Ripken Stadium, as the same may be from time to time amended.

STADIUM EVENT: an Event held within the Ripken Stadium involving a sporting, entertainment or other activity.

STADIUM LOT: Lot 2 as shown on the Original Record Plat.

STANDARD RESTAURANT: a food service establishment engaged principally in the business of the sale and serving of meals and beverages to persons seated at tables on the premises of the establishment and which may offer carry out service, provided such service is accessory to the principal restaurant operations. A Standard Restaurant includes cafes, cafeterias, tea rooms and outdoor cafes, but does not include a Carry Out Restaurant, a Catering Facility, a Drive-In Restaurant, a Drive Through Restaurant, or a Fast Food Restaurant.

STRUCTURE: means and refers to any thing or device the placement of which upon any Lot might affect the exterior physical appearance thereof, including, by way of illustration and not limitation, Buildings, attachments to Buildings, sheds and similar items, loading docks, driveways, fountains, swimming pools, parking areas, trees, shrubbery, paving, curbing, curb cuts, landscaping, fences, walls, exterior lighting devices, or any sign or sign board.

ARTICLE II

DURATION, AMENDMENT AND TERMINATION OF DECLARATION

2.1. **Duration.** This Declaration shall remain in full force and effect until January 1, 2020 and thereafter shall continue in force unless terminated in the manner set forth in Section 2.2 or 2.3 hereof.

2.2. **Partial Termination at the Election of Restricted Lot Owners.** At any time after January 1, 2020, the force and effect of the provisions of Article IV and Article V of this Declaration may be terminated except to the extent that the provisions of Article V are incorporated by reference as a part of Article III hereof. Such termination shall be effected by the recording among the Land Records of a Declaration of Partial Termination in recordable form executed by either (i) the then Owner or Owners of at least fifty percent (50%) of the area of the Restricted Lots or (ii) by the then Owner or Owners of at least seventy-five percent (75%) of the area of the land comprising Lot 1 as shown on the Original Record Plat. Preparation and recording of any such instrument shall be at the expense of the requesting Owner or Owners.

2.3. **Change of Control.** This Declaration shall automatically terminate at such time as the Ripken Family shall cease to control (i) the Person which is the Franchisor of the Ripken Stadium under Stadium Concession Agreement and (ii) the Person which is either entitled to the exclusive use and occupancy of the Academy Land under a lease or other agreement or the fee simple Owner of the Academy Land. At such time as an event shall occur which, under the foregoing provisions of this Section 2.3, shall cause the termination of this Declaration, it shall be the obligation of Ripken or its successors or assigns to give prompt written notice thereof to the then Owner of Lot 1 as shown on the Original Record Plat or to the then Owners of all Lots resulting from the resubdivision thereof, and upon the written request of any such Owner, to execute and to promptly record an instrument in recordable form among the Land Records declaring the termination of this Declaration by reason of the provisions of this Section 2.3 effective as of the date of the occurrence of any such event. Preparation and recording of any such instrument shall be at the expense of the requesting Owner or Owners.

2.4. Amendment. This Declaration may be amended at any time and from time to time by the recording among the Land Records of an instrument in recordable form executed by Ripken and the then Owners of at least seventy five percent (75%) of the area comprising Lot 1 as shown on the Original Record Plat.

ARTICLE III

USE OF RESTRICTED LOTS

3.1. Prohibited Uses. No part of any Restricted Lot, or any Building or other Structure erected thereon may be used or permitted to be used, temporarily or permanently, for any of the following uses (individually, a "Prohibited Use" and collectively, the "Prohibited Uses"):

- (a) Adult books or video stores
- (b) Agriculture and related uses
- (c) Boarding house or tourist homes
- (d) Bus depot and terminal
- (e) Camps or recreational vehicle parks
- (f) Commercial vehicle and equipment storage facilities
- (g) Construction service facilities
- (h) Single family detached dwellings
- (i) Entertainment of a salacious nature
- (j) Freight terminals
- (k) Funeral homes
- (l) Greenhouses
- (m) Group homes
- (n) Halfway houses
- (o) Indoor or outdoor firing ranges
- (p) Industrial uses
- (q) Kennels and pet grooming facilities
- (r) Mini storage or other storage or warehouse facilities
- (s) Mobile homes
- (t) Mobile home sales and service facilities
- (u) Mobile home parks
- (v) Motor vehicle fuel filling and service stations
- (w) Motor vehicle repair shops
- (x) Motor vehicle wash facilities
- (y) Motor vehicle sales and service facilities
- (z) Motor vehicle renting and leasing facilities
- (aa) Motor vehicle and go-cart tracks
- (bb) Personal care boarding homes
- (cc) Rubble landfill
- (dd) Salvage or junk yards
- (ee) Solid waste transfer station
- (ff) Tattoo parlors
- (gg) Truck terminals

- (hh) Veterinary clinics or veterinary hospitals
- (ii) Warehouses

3.2. Conditional Uses. Except to the extent any of the hereafter described Conditional Uses are specifically permitted pursuant to Section 3.3 hereof, no part of any Restricted Lot or any Building or other Structure erected thereon may be used or permitted to be used, temporarily or permanently, for any of the uses hereafter set forth in this Section 3.2 (individually, a "Conditional Use" and collectively, the "Conditional Uses") unless the conduct of any such Conditional Use has been approved or deemed approved pursuant to the provisions of Sections 3.4, 3.5, or 3.6 hereof:

- (a) Arcade or amusement center
- (b) Bar with live entertainment
- (c) Billiard and pool room
- (d) Restaurant with drive thru
- (e) Hotel or motel
- (f) Golf driving range
- (g) Banquet facilities
- (h) Baseball batting range
- (i) Any other lawful use which is not a Prohibited Use under the provisions of Section 3.1 or a Permitted Use under the provisions of Section 3.3.

3.3. Specifically Permitted Uses. Notwithstanding anything to the contrary in Section 3.1 or 3.2 hereof, in no event shall the provisions of Section 3.1 be deemed to prohibit and in no event shall the provisions of Section 3.2 be deemed to require the approval of the Ripken for the conduct of any of the following uses (individually, a "Permitted Use" and collectively, the "Permitted Uses") on any Restricted Lot:

- (a) Art galleries, museums and cultural facilities
- (b) Arcade and/or amusement center as an accessory use to a movie theatre or other Permitted Use
- (c) Banks with or without drive-thru facilities
- (d) Baseball hitting range provided that (i) floor area devoted to batting cages does not exceed 6000 sq. ft. and (ii) no professional batting instruction is permitted
- (e) Billiard or pool room operated in a manner similar to (i) Champion Billiards at Westview Promenade in Frederick, Maryland or (ii) other billiard or pool room having a manner and quality of operation similar to the operation referred to in clause (i) above
- (f) Bowling alleys, skating rinks
- (g) Business services
- (h) Food catering service facilities for the preparation and sale of food and related items for off premises consumption and use
- (i) Coffee houses and eateries

- (j) Conference centers including accessory banquet facilities for the provisions of food service to attendees of such conference center functions
- (k) Convenience goods stores without gasoline sales
- (l) Day care centers
- (m) Educational uses
- (n) Gourmet food establishments including gourmet food establishments engaged in the sale of beer, wine and liquor for off premises consumption provided, however, that not more than thirty percent (30%) of the sales floor area of any such establishment may be used for the sale of alcoholic beverages
- (o) Health clubs and fitness centers
- (p) Helistop
- (q) Housing for the elderly
- (r) Libraries
- (s) Life care facilities
- (t) Medical services, including medical clinics, medical laboratories, dental clinics, dental laboratories, hospital supplies, opticians and sports medicine facilities
- (u) Miniature golf facilities
- (v) Motion Picture Theatres
- (w) Nursing homes
- (x) Offices
- (y) Pharmacies
- (z) Professional Services
- (aa) Recreational facilities, indoor or outdoor
- (bb) Residential dwellings other than single family detached dwellings
- (cc) Restaurants (excluding restaurants with drive-thru), including (i) restaurants with bar and with or without entertainment or dancing, (ii) restaurants providing carry out food for customer pickup inside restaurant or within a designated parking area, and (iii) restaurants with banquet facilities
- (dd) Retirement communities
- (ee) Shopping centers including a main street retail center, provided that any such shopping center may not include (i) any Prohibited Use or (ii) any Conditional Use unless approved or deemed approved pursuant to Sections 3.4, 3.5 or 3.6.
- (ff) Specialty stores or shops
- (gg) Storage facilities accessory to any Permitted Use

To the extent any term used above to identify a Permitted Use shall have meaning under any applicable zoning laws or regulations, the meaning of any such term shall be deemed to include such meaning as may be ascribed to any such term under such zoning laws or regulations.

3.4. Request for Approval of Use. If the Owner of any Restricted Lot shall desire to conduct or permit the use of any such Lot for a Conditional Use or if such Owner shall desire to confirm that any particular proposed use of any Restricted Lot is a Permitted Use, such Owner

shall submit to Ripken a written request for approval to conduct such Conditional Use or for confirmation that a proposed use is a Permitted Use together with a narrative description of operational plans for the conduct of such use and a Schematic Submission of Development Plans of the area of any such Lot to be devoted to such use prepared in accordance with the requirements of Sections 5.5 and 5.6 hereof. The provisions of this Section 3.4 shall not be deemed to require the Owner of a Restricted Lot to obtain a confirmation that a proposed use is a Permitted Use as a condition to the use and development of any such Lot for the conduct of any Permitted Use.

3.5. Approval or Disapproval of Conditional Use. Ripken shall have the right in its sole discretion to (a) approve the use of any Restricted Lot for the conduct of any Conditional Use, (b) to disapprove the same, or (c) to approve the same subject to conditions. In the event Ripken shall approve any such Conditional Use subject to conditions, any such approved Conditional Use shall be conducted in compliance with any conditions attached to such approval.

3.6. Approval. Upon approval by Ripken of any request for the conduct of a Conditional Use or upon confirmation by Ripken that any proposed use is a Permitted Use, Ripken shall, promptly upon written request of the Owner or any Mortgagee of the Lot upon which such use is to be conducted, issue a certificate in form suitable for recordation describing such Conditional Use approved by Ripken or such proposed use which it is confirming as a Permitted Use and identifying the location within any Restricted Lot on which such use is to be conducted. Preparation and recording of any such certificate shall be at the expense of the requesting Owner or Mortgagee. Any certificate of compliance issued in accordance with the provisions of this Section 3.6 shall be prima facie evidence of the facts stated therein, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that such use as described in the certificate is permitted to be conducted on such Lot pursuant to the provisions of this Article III. Approval of any such use upon any Restricted Lot shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter. In the event that Ripken fails to approve or disapprove any request for approval of a Conditional Use or confirmation that a proposed use is a Permitted Use within (30) thirty days after the submission thereof, such request shall be deemed to have been approved as submitted, and no further action shall be required to evidence such approval, provided, however, that, upon request of the applicant, Ripken shall furnish the applicant with a certificate in the form above provided for the purpose of evidencing such deemed approval. In addition, any use which is conducted on a Restricted Lot out of doors or in a Building thereon, but which is visible and apparent from an inspection of the exterior thereof, and continues for a period in excess of one hundred eighty (180) days shall be deemed approved, and upon the request of any Owner or any Mortgagee of such Lot upon which such use has been conducted for such period of time, Ripken shall furnish to such applicant a certificate in the form above provided for the purpose of evidencing such deemed approval.

ARTICLE IV

OTHER DEVELOPMENT RESTRICTIONS APPLICABLE TO RESTRICTED LOTS

4.1. Building Height Limitation. No Building erected on any Restricted Lot may exceed a height of sixty (60) feet above the highest finished grade elevation of such Lot, except

that this height limitation may be exceeded with the written approval of the Development Review Committee.

4.2. Underground Utilities, Pipes, Etc. No pipe, conduit, cable, line or similar facilities for water, gas, sewage, drainage, steam, electricity, telephone, television, cable antenna television or other energy, telecommunication or other utility service shall be installed or maintained upon any Restricted Lot above the surface of the ground except for (i) hoses and movable pipes used for irrigation or, if specifically approved in writing by the Development Review Committee, other purposes, (ii) auxiliary machinery, equipment or facilities used on any Restricted Lot in connection with any such utility service which have been located upon any such Lot in accordance with Development Plans approved by the Development Review Committee, (iii) temporary electric, telephone and other utility services incident to the construction of approved Structures, and (iv) utility facilities located within a Building.

4.3. Screening of Mechanical Equipment.

4.3.1. All outdoor mechanical equipment, other than the roof mounted mechanical equipment, shall be enclosed or screened in such manner as to be integral with the landscape or architectural design.

4.3.2. All roof mounted mechanical equipment must be screened by a parapet design consistent with the architectural design of the Building.

4.4. Loading Operations. All facilities on each Restricted Lot for vehicle loading shall be provided within the boundaries of each such Lot and on-street vehicle loading shall not be permitted. Vehicle loading shall be located at the rear or on the side of Buildings, and all loading areas shall be screened from Public Road visibility pursuant to Development Plans approved by the Development Review Committee.

4.5. Outside Storage. No outside storage of any kind shall be permitted on any Restricted Lot unless screened in a manner approved by the Development Review Committee.

4.6. Screening of Service Containers. Garbage and refuse containers on any Restricted Lot shall be concealed by means of a screening wall of materials similar to or compatible with that of any principal Building erected on such Lot. The screening elements thereof shall be integral with the concept of the building plan for such Building, be designed so as not to attract attention, and shall be inconspicuously located.

4.7. Storage Tanks. No outdoor storage tanks, including but not limited to those used for storage of water or propane gas or other fuel or chemical, shall be permitted on any Restricted Lot unless screened in a manner approved in writing by the Development Review Committee.

4.8. Trailers. No trailer shall be used for storage purposes on any Restricted Lot except in connection with the construction or alteration of Structures on such Lot.

4.9. Landscaping of Lots. The Owner of each Restricted Lot shall keep such Lot and the unpaved portions of the Public Road right of way adjoining such Lot, exclusive of those

areas of each such Lot occupied by Buildings, Structures, hard surfacing, vehicular driveways or pedestrian paths, planted with grass, trees, shrub or other ground covering or landscaping in accordance with Development Plans approved by the Development Review Committee. Such landscaped areas shall be maintained in a neat, clean and wholesome condition, free of weeds, rubble and litter, by the Owner of each such Lot.

4.10. Installation of Landscaping. The Owner of each Restricted Lot shall install landscaping required pursuant to Section 4.9 hereof within ninety (90) days of the occupancy of such Lot or the completion of a Building thereon, whichever first occurs, or as soon thereafter as weather permits if any part of such ninety (90) day period falls during the winter months.

4.11. Exterior Construction; Permitted Materials; Prohibited Materials. The exterior walls of any Building erected on any Restricted Lot must be finished on the exterior with any one or more of the following materials: (a) brick, (b) precast concrete panels, (c) architectural block, (d) wood, woodlike products, including vinyl and glass, (e) metal fascia and/or stucco, or (f) such other materials of equivalent qualities as shall be approved in writing by the Development Review Committee. The exterior walls of any Building erected on any such Lot may not be finished with any of the following: (a) plywood or plywood based products, (b) painted metal siding, or (c) painted or natural concrete block. Such finished building materials as are permitted to be used shall be applied to all sides of the Building which are visible to the general public as well as from Buildings located on other Lots within the Property and Public Roads.

ARTICLE V

DEVELOPMENT REVIEW COMMITTEE; DEVELOPMENT PLANS REVIEW

5.1. Committee Composition. There shall be a Development Review Committee which shall have a membership consisting of not less than two nor more than three persons who shall be subject to appointment and removal in accordance with the provisions of Sections 5.2 and 5.3.

5.2. Appointment and Removal of Permanent Members. Ripken shall have the right and duty to appoint and the right to remove one member of the Committee (the "Ripken Member"), and the Owner of Lot 1 as shown on the Original Record Plat shall have the right and duty to appoint and the right to remove one member of the Committee (the "Lot 1 Member", and the Ripken Member and the Lot 1 Member being herein sometimes individually referred to as a "Permanent Member" and collectively referred to as the "Permanent Members"; and a Person entitled to appoint and remove a Permanent Member pursuant to this Section 5.2 being herein referred to as an "Appointing Party"). Neither appointment nor the removal of a Permanent Member by an Appointing Party shall be effective unless such Appointing Party shall have given written notice thereof to the other Appointing Party. Further, if at any time an Appointing Party has not made a valid and effective appointment of a Permanent Member and fails to appoint a Permanent Member within ten (10) days following a written request to do so from the other Appointing Party, the requesting Appointing Party shall be entitled to exercise all voting and other rights of the Permanent Member which such other Appointing Party would be entitled to

exercise until such time as such other Appointing Party shall make an effective appointment of a Permanent Member. Ripken may from time to time assign such right and duty to appoint and the right to remove the Ripken Member to any Person controlled by the Ripken Family (a "Ripken Assignee"), and any Ripken Assignee may further assign the same to any other Ripken Assignee. If at anytime Ripken or any Ripken Assignee, whichever is then an Appointing Party, shall cease to be controlled by the Ripken Family, any Permanent Member then serving pursuant to an appointment by Ripken or a Ripken Assignee shall cease to be validly and effectively appointed. In the event of the resubdivision of Lot 1 as shown on the Original Record Plat, the Owner of the largest Lot by area resulting from such resubdivision shall have the right and duty to appoint and the right to remove the Lot 1 Member and the right to assign the same to the Owner of any other Lot resulting from the resubdivision of Lot 1 as shown on the Original Record Plat. Any assignment of the right and duty to appoint and the right to remove a Permanent Member pursuant to the provisions of this Section 5.2 shall not be effective unless and until (i) the assignor and assignee thereof execute and record among the Land Records a written instrument in recordable form pursuant to which the assignor expressly assigns such rights and duties hereunder and the assignee expressly accepts such assignment and assumes all such rights and duties and (ii) the assignor gives written notice of such assignment together with a copy thereof to the other Appointing Party. Any such assignment may be irrevocable or may be revocable upon terms set forth therein. In the event any Owner which is the Appointing Party for the Lot 1 Member shall convey for simple title to the Lot owned by such Owner, such conveyance shall operate as a complete assignment of the right and duty to appoint and the right to remove the Lot 1 Member, but such assignment shall not be effective until the Owner acquiring title to such Lot gives written notice of such conveyance together with a copy of the deed effecting such conveyance to the other Appointing Party.

5.3. Appointment and Removal of the Interim Member. At any time and from time to time, either Permanent Member of the Committee may request, by written notice to the other, that a third member (the "Interim Member") be appointed to the Committee, and upon such request, the two Permanent Members shall jointly select the Interim Member who shall be a professional architect or land planner with at least ten (10) years experience in the design of commercial development projects. In the event that the Permanent Members of the Committee are unable to agree upon the selection of the Interim Member, either Permanent Member may apply to the Chief Judge of the Circuit Court of Harford County, Maryland for the appointment of an individual who meets the qualifications set forth in this Section 5.3 to serve as the Interim Member. An Interim Member appointed pursuant to this Section 5.3 shall serve for a term of two (2) years unless the Permanent Members appointing the Interim Member shall otherwise agree. The Interim Member so appointed may be removed at anytime upon the agreement of both Permanent Members of the Committee, or in the event such Interim Member shall have a material conflict of interest in connection with, or shall commit an act of misconduct, in the performance of his duties as a member of the Committee, either Permanent Member may petition the Circuit Court of Harford County, Maryland for the removal of the Interim Member by reason of such conflict or misconduct. The Interim Member of the Committee shall be compensated by each Appointing Party for his services on the Committee at an hourly rate based upon such member's usual and customary hourly rates for professional services as an architect or land planner, as the case may be, or in such other amount or on such other basis as may be agreed between such Interim Member and the Permanent Members of the Committee. The Interim Member shall invoice each Appointing Party for such services on a monthly basis for one half of

the compensation due the Interim Member on account of the preceding calendar month, and each Appointing Party shall pay the invoice rendered to it within thirty (30) days of rendition thereof. Any invoice of the Interim Member which is not paid within thirty (30) days of rendition shall be considered delinquent and shall thereafter accrue interest at the Default Rate. In the event any such Appointing Party (a "Delinquent Party") shall be delinquent in the payment of any amount due the Interim Member, the other Appointing Party (the "Non Delinquent Party"), if it has paid all amounts then due by it to the Interim Member, may advance for the account of the Delinquent Party any delinquent amount due to the Interim Member; and in the event of any such advance, the Delinquent Party shall reimburse the Non Delinquent Party on demand for the amount of all such advances together with interest at the Default Rate accounting from the date of each such advance. Further, in the event any Non Delinquent Party shall advance any such delinquent amount to the Interim Member, the Permanent Member appointed by the Non Delinquent Party making any such advance shall be entitled to exercise all voting and other rights of the Permanent Member appointed by the Delinquent Party until such time as such Delinquent Party shall have fully reimbursed the Non Delinquent Party for the amount of all such advances and interest thereon. The obligation of each Appointing Party to pay each invoice rendered to it by the Interim Member and to reimburse a Non Delinquent Party for any advances permitted to be made hereunder for its account together with interest thereon at the Default Rate and the cost of collection thereof (including reasonable attorney's fees) shall be a binding personal obligation of each such Appointing Party enforceable by legal action. An Appointing Party may not waive its rights hereunder or otherwise escape liability for any sums due hereunder.

5.4. Procedure and Meetings. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Development Review Committee shall be required to issue any approval or disapproval pursuant to or take any other action authorized or required pursuant to the provisions of this Declaration. The decision of a majority of the members of the Development Review Committee with respect to any matter requiring its authorization or approval pursuant to this Declaration shall be final and binding. The Committee may meet informally, by meeting, telephone, letter, email or otherwise, as necessary to properly perform its duties hereunder, and no one shall have any right to be present or participate in any meeting of the Committee other than the members themselves. Further, nothing herein contained shall preclude the Permanent Members of the Committee, if they shall agree, from issuing any approval or disapproval or taking any other action authorized or required pursuant to the provisions of this Declaration without a meeting or without the participation of any Interim Member who may then be serving as such.

5.5. Submission of Development Plans. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Restricted Lot unless development plans (the "Development Plans") therefore shall have been submitted to and approved in writing by the Development Review Committee as hereafter provided. The Development Plans shall consist of (i) a site development plan of the Lot in question showing the nature, grading scheme, kind, shape, materials and location with respect to the particular Lot of all Structures, the location thereof with reference to Structures on any adjoining Lot, and the number and location of all parking spaces and driveways on such Lot; (ii) a landscaping plan for the such Lot; (iii) a lighting plan for such Lot; (iv) a signing plan for such Lot; and (v) a building elevation plan showing dimensions, materials and exterior color scheme of any Building on such Lot to be erected or altered as above provided. The requirements of this Section 5.5 shall apply only to the

initial installation, construction or erection of a Structure on a Restricted Lot and to the reconstruction of any Structure replacing an existing Structure which has been demolished and shall not apply to any alteration of any Structure which has been completed in accordance with Development Plans approved or deemed approved by the Development Review Committee or to any alteration of any Structure which is deemed approved pursuant to Section 5.9.2 hereof.

5.6. Development Plans Submission Procedures. Any Development Plans required to be submitted to the Development Review Committee pursuant to the provisions of this Article V shall be prepared by a qualified professional architect and submitted to the Committee for review in two sequential stages, schematic and final, as follows:

5.6.1. Schematic Submission. Development Plans required to be submitted for the schematic stage of review (the "Schematic Submission") shall consist of the following:

- A layout of building location on the Lot;
- A layout of pedestrian and vehicular circulation;
- A layout of parking, outdoor storage and trash areas;
- Architectural drawings indicating the proposed appearance of the building;
- A general statement regarding exterior colors and materials; and
- Location and character of proposed signs

5.6.2. Final Submission. Development Plans required to be submitted for the final stage of review (the "Final Submission") shall consist of the following:

- A response to all previous comments made by the Committee with respect to the Schematic Submission;
- An accurate site plan with grading, all site improvements (including storm water management) and landscaping;
- Architectural drawings showing elevations with details of trim and finishes;
- An accurate indication of all colors and materials;
- All signs located and described as to their actual size, character and materials; and
- A lighting plan specifying location and types of all exterior fixtures.

5.7. Disapproval.

5.7.1. The Development Review Committee shall have the right to disapprove any Development Plans submitted hereunder because of any of the following:

- (a) Failure to comply with any of the requirements of this Declaration;

(b) Failure to include information in such Development Plans as is required under the provisions of Section 5.6 for the relevant stage thereof;

(c) The failure of the exterior design, appearance or materials of any proposed Structure to be architecturally compatible with the design, appearance and materials of the Ripken Stadium;

(d) The failure of any proposed Building to utilize a compatible architectural design concept on all facades; provided, however, that the Development Review Committee may not withhold approval of any Development Plans because of the use proposed to be conducted upon any Restricted Lot if such use is a Permitted Use under the provisions of Article III of this Declaration or a Conditional Use which has been approved in accordance with the provisions of Article III.

5.7.2. In any case where the Development Review Committee shall disapprove any Development Plans submitted pursuant to the provisions of this Article V or shall disapprove any other request for any approval permitted or required under the provisions of this Declaration, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Development Review Committee shall, if requested, make reasonable efforts to assist and advise the applicant making any such request in order that an acceptable proposal can be prepared and submitted for approval.

5.8. Approval. Upon approval by the Development Review Committee of any Development Plans or other matters, a copy of such Development Plans, as approved, or other approval shall be deposited for permanent record with the Development Review Committee, and a copy of such Development Plans bearing such approval or other approval, in writing, shall be returned to the applicant submitting the same. Approval of any such Development Plans or other approval relating to any Restricted Lot shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter, provided (i) the Structures or uses shown or described on or in such Development Plans do not violate any of the specific prohibitions contained in the Declaration and (ii) the Development Plans as approved, including any conditions attached to any such approval, have been complied with in regard to all Structures on the Lot in question. In the event that the Development Review Committee fails to approve or disapprove any Development Plans, or any other request for any approval permitted or required under the provisions of this Declaration within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted, and no further action shall be required to evidence such approval, provided, however, that, upon request of the applicant, the Committee shall furnish the applicant with a copy of such Development Plans or other request for approval bearing its approval and provided further, however, that (i) such deemed approval shall apply only to the Development Plans or other matter submitted, and in the event any such Development Plans submitted were a Schematic Submission, such approval shall not relieve the Owner from its obligation to obtain approval of the Committee for any Final Submission required to be submitted pursuant to the provisions of Section 5.6 for approval by the Committee, and (ii) the approval of any other request hereunder not requiring the submission of Development Plans shall be final and binding.

5.9. Certificate of Compliance.

5.9.1. Upon completion of the construction of any Structure on any Restricted Lot in accordance with Development Plans approved or deemed approved by the Development Review Committee, the Development Review Committee shall, promptly upon written request of the Owner or any Mortgagee of such Lot, issue a certificate of compliance in form suitable for recordation identifying such Structures and the Lot on which such Structures are placed and stating that the Development Plans, and location of such Structures and that the Structures comply therewith. Preparation and recording of any such certificate shall be at the expense of such Owner or Mortgagee. Any certificate of compliance issued in accordance with the provisions of this Section 5.9.1 shall be prima facia evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all requirements of this Article V, and with all other requirements of this Declaration as to which the Development Review Committee exercises any power of review or approval.

5.9.2. If any Owner or any Mortgagee has made a written request for a certificate of compliance following completion of construction of any Structure on any Restricted Lot, all then existing Structures upon any Restricted Lot, including, without limitation, Buildings, driveways, parking areas, grading, landscaping, fences or screens, or exterior signs, completed following the approval or deemed approval of Development Plans by the Development Review Committee shall be deemed approved, unless prior to the expiration of thirty (30) days following such request, the Development Review Committee has sent written notice to the Owner of such Lot specifying the reason or reasons that such Structures fail to comply with such Development Plans. In the event the construction of any Structures upon any Restricted Lot is deemed approved pursuant to the provisions of this Section 5.9.2, the Development Review Committee shall, promptly upon request of the Owner or any Mortgagee of such Lot, issue a certificate of compliance in the same form and content as is required to be contained in a certificate of compliance under the provisions of Section 5.9.1 above.

5.9.3. If the Owner or Mortgagee of any Restricted Lot shall desire to confirm that the requirements of Section 5.5 do not apply to an alteration of an existing Structure on such Lot, such Owner or Mortgagee may submit a written request to the Development Review Committee requesting confirmation that such alteration is not subject to the requirements of Section 5.5, and the Committee shall promptly issue a certificate in form suitable for recordation confirming that any such alteration, replacement or reconstruction is not subject to such requirements. Preparation and recording of such certificate shall be at the expense of such Owner or Mortgagee. Any certificate issued in accordance with the provisions of this Section 5.9.3 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that the requirements of Section 5.5 do not apply to such alteration.

5.10. Variances and Waivers. The Development Review Committee is hereby authorized and empowered to grant variances or waivers from the provisions of Article IV of this Declaration, or any part thereof, whenever in its opinion such variance or waiver will not be detrimental to the Remaining Land. All matters requiring the approval of a variance or waiver by the Development Review Committee shall be submitted to the Development Review

Committee in writing. The action of the Development Review Committee with respect thereto shall be taken within thirty (30) days after the receipt of such request and communicated in writing to the requesting party. The failure of the Development Review Committee to act within such period shall be deemed approval of the request, including the granting of any necessary variances or waivers required for the approval of such request. No variance granted pursuant to the provisions of this Section shall constitute a waiver of any provisions of this Declaration as applied to any other Person or part of the Property.

5.11. Limitation of Liability. The members of the Development Review Committee shall exercise their powers of approval and disapproval hereunder in a commercially reasonable manner and in good faith. Neither the Development Review Committee, nor any member or agent thereof or any Appointing Party shall be liable in money damages to any applicant submitting a request to the Committee for approval or to any Owner, Permittee or Occupant of any Lot affected by this Declaration by reason of any act or omission arising out of or in connection with the approval or disapproval or failure to approve the request of any such applicant; and in the event any such applicant shall dispute the action of the Development Review Committee by reason of any disapproval by the Development Review Committee of any such applicant's request therefore, such applicant's only remedies therefore shall be an action for specific performance, injunction, or declaratory judgment, provided, however, that the foregoing limitation of liability for money damages shall not apply to any member or agent of the Development Review Committee or any Appointment Party who shall have been culpable of gross negligence or willful or wanton misconduct.

ARTICLE VI

SPECIAL USE RESTRICTIONS APPLICABLE TO REMAINING LAND

Aberdeen and the Ripken Group, in accordance with their respective interests in the Remaining Land, covenant and agree for the exclusive benefit of the Owner of Lot 1 or any part thereof as follows:

6.1. Special Use Restrictions – Food Service Uses. No part of the Remaining Land, or any Building or other Structure erected thereon may be used or permitted to be used, temporarily or permanently, for the operation of a Restaurant or any other type of Food Service Business except as follows:

(a) The operation of one or more Food Service Businesses (other than a Restaurant or Catering Facility except as specifically permitted under the provisions of subparagraphs (b), (c), (d), (e) and (f) of this Section 6.1 hereof) within Lot 2, 3, 5 or 6 for the exclusive purpose of selling food and beverages for consumption by attendees at Events.

(b) The operation of a Standard Restaurant within the interior of the Ripken Stadium provided that the gross floor area devoted to such Restaurant use may not exceed the existing size of the second floor of Ripken Stadium.

(c) The operation of a Catering Facility on Lot 3.

(d) The operation of not more than one Standard Restaurant on Lot 3 provided that (i) such Restaurant is integrated into and part of a single Building on Lot 3 which is also used for the operation of a Catering Facility and (ii) the gross floor area devoted to the operation of any such Restaurant may not exceed 7,000 square feet.

(e) The operation of food service facilities on Lot 3 for the exclusive purpose of providing meals to residents of dormitory facilities which are part of the Baseball Academy.

(f) The operation of not more than one Standard Restaurant on Lot 5 provided that (i) such Restaurant is structurally integrated into and part of a single Building located on Lot 5 which is used and operated primarily as a hotel, (ii) office, medical and retail uses may be conducted in such Building, and (iii) such Building need not remain primarily as a hotel. All such retail uses shall in the aggregate be incidental to the hotel use or other use and the gross floor area devoted to all such retail uses shall not exceed 2,200 square feet.

6.2. Special Use Restriction – Chain Restaurants. Notwithstanding any contrary provision of Section 6.1 of this Declaration, no part of the Remaining Land or any Building or other Structure erected thereon, may be used or permitted to be used, temporarily or permanently, for the operation of a Chain Restaurant within the period expiring upon the earlier of ten years from the date hereof or eight years from the date of the opening of the first Restaurant to open for business on Lot 1.

6.3. Special Use Restriction – Motion Picture Theater. No part of the Remaining Land, or any Building or other Structure erected thereon may be used or permitted to be used, temporarily or permanently, for the operation of a Motion Picture Theater except as follows:

(a) The operation of one or more large screen televisions within Lot 2, 3, 5 or 6 in conjunction with an Event for the purpose (i) of simultaneously telecasting the activity then occurring live at such Event, including video replays of portions of any such activity which are exhibited during the course of such Event, (ii) short videos which are ancillary to the Event (for example, baseball blooper videos during baseball games at the Stadium) and (iii) videos of a documentary or informational nature which are relevant, but incidental and ancillary, to the purpose of the Community Event taking place at that time.

(b) Until such time as a Motion Picture Theatre is open for business on Lot 1, the use of not more than one movie screen or large screen television within Lot 2, 3, 5 or 6 for the exhibition of a motion picture.

(c) The use of a single large screen television within Ripken Stadium for the exhibition of a first run motion picture at a Stadium Event conducted for the purpose of exhibiting the world premier of a motion picture principally concerning the life of Cal Ripken, Jr. or concerning a sports or sports related character development theme in which Cal Ripken, Jr. or an entity controlled by Cal Ripken, Jr., William O. Ripken, or their respective heirs has been involved as a creator of or advisor on the content thereof and in which Cal Ripken, Jr.'s name is prominently featured in the promotion and credits thereof.

(d) The exhibition of motion pictures, videotapes, digital video discs or television programming on a motion picture screen or large screen television within any

dormitory facility situate on Lot 2, 3, 5 or 6 for the housing of attendees of the Baseball Academy provided that any such exhibition is exclusively for the education or entertainment of such attendees and no admissions fee shall be charged as a condition of the viewing of any such exhibition by such attendees.

(e) The exhibition of motion pictures, videotapes or digital video discs on motion picture screens or large screen televisions in any facilities located on Lot 2, 3, 5 or 6 for the sole purpose of providing baseball instruction.

(f) The exhibition of motion pictures (i) as part of a film festival conducted on any one of Lots 2, 3, 5 or 6 provided that (A) no more than one such film festival may be conducted in any one calendar year and (B) such film festival may not exceed three consecutive days in duration, or (ii) as part of a baseball themed Event provided that (A) the motion pictures exhibited at such Event are baseball themed (e.g., Field of Dreams, The Natural, etc.), (B) no motion picture exhibited at such Event may be a "first run motion picture" (as hereafter defined) except as provided in 6.3(c), (C) no more than three motion pictures may be exhibited at such Event, (D) the exhibition of motion pictures as part of such Event shall be limited to a period of three (3) consecutive days, and (E) no more than one such Event that includes the exhibition of motion pictures may be conducted in any one calendar year. For the purposes of this Section 6.3, a "first run motion picture" shall mean a motion picture which is being exhibited prior to the expiration of a sixty day period following the initial release thereof for exhibition to the general public within the United States.

(g) The use of not more than one movie screen or large screen television within Lot 2, 3, 5 or 6 for the exhibition of motion pictures to members of the IronBirds Kids Club provided that (i) such exhibition shall be limited to not more than five individual showings in any calendar year and (ii) except as permitted in Section 6.3(c), the exhibition of any "first run motion picture" (as defined in Section 6.3(f)) is not permitted after a Motion Picture Theatre is open for business on Lot 1.

(h) The use of not more than one movie screen or large screen television within Lot 2, 3, 5 or 6 for the exhibition of a motion picture, videotape, digital video disk, television programming or other video presentation or material to invitees of a single organization within the Ripken Stadium or other facilities within Lots 2, 3, 5 or 6 as part of an Event conducted for the exclusive benefit of such invitees provided, however, that (i) all promotion of the Event is made exclusively to and through members of the organization (except that this clause (i) shall not apply to not-for-profit organizations conducting an Event for fund raising purposes, and further provided that not more than three (3) such Events may be held in any calendar year) and (ii) except as permitted in Section 6.3(c), the exhibition of any "first run motion picture" (as defined in Section 6.3(f) hereof) is not permitted after a Motion Picture Theatre is open for business on Lot 1.

6.4. Obnoxious Uses. In addition to such other limitations on the use of the Remaining Land as are set forth in this Article VI, no use or operation shall be permitted on the Remaining Land, which is in direct competition with any retail use then being conducted on Lot 1 (unless such use is otherwise permitted by this Article VI). For this purpose, a fire sale, bankruptcy sale (unless pursuant to court order), going out of business sale or auction house

operations shall be deemed to be in direct competition with a user of Lot 1, provided that Lot 1 is being used for retail purposes. For purposes of clarity, the sale of merchandise by a user of the Remaining Land in connection with an Event conducted on the Remaining Land shall not be deemed to be in direct competition with any retail use then being conducted on Lot 1.

ARTICLE VII

RIGHTS OF MORTGAGEES

7.1. Rights of Mortgagees. No violation of this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon all or any portion of any Lot, provided, however, that any Mortgagee in Possession shall be bound by and subject to this Declaration as fully as any other Owner of any portion of such Lot.

ARTICLE VIII

MISCELLANEOUS

8.1. Binding Effect. This Declaration shall be for the benefit of and shall be binding upon all Owners, their Mortgagees and Permittees, and their respective personal representatives, successors and assigns.

8.2. Severability of Provisions. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

8.3. Gender, Number and Captions. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof.

8.4. Conflict with Applicable Laws. This Declaration shall not be taken as permitting any act or thing prohibited by the zoning laws or any laws, ordinances or regulations of any governmental authority, or by specific restrictions imposed by a deed or other instrument. In the event of any conflict, the most restrictive provision of the same shall be taken to govern and control.

8.5. Attorney's Fees. In any litigation regarding this Declaration, the losing party shall pay to the prevailing party all reasonable expenses and court costs including reasonable attorneys' fees incurred by the prevailing party. A party shall be considered the prevailing party if:

(i) It initiated the litigation and substantially obtains the relief it sought, either through a judgment or the losing party's voluntary action before trial or judgment;

(ii) The other party withdraws its action without substantially obtaining the relief it sought; or

(iii) It did not initiate the litigation and judgment is entered for either party, but without substantially granting the relief sought.

8.6. Notices. Any notices and requests for approvals or consents and responses thereto required or authorized hereunder shall be in writing and shall be deemed to be validly served if sent by certified mail, return receipt requested or personally delivered as follows:

Ripken: 1427 Clarkview Road, Baltimore, Maryland 21209, Attention: Chief Operating Officer

Ripken Member: c/o Ripken

Lot 1 Member: c/o Appointing Party of Lot 1 Member.

Development Review Committee: care of the Ripken Member and the Lot 1 Member.

Interim Member: c/o Ripken Member and Lot 1 Member.

To any other Person subject to this Declaration: To the mailing address of the Lot or portion of the Property which is the subject matter of such notice.

Ripken or any other Person entitled to receive notice pursuant to this Declaration may stipulate from time to time for itself an address to be substituted for the above address by the giving of written notice to the others at the last address established pursuant to this Section.

8.6. No Third Party Rights. This Declaration is enforceable only by Ripken and the Owners and their respective Permittees, successors and/or assigns, and no other Persons shall be deemed to have any rights hereunder.

8.7. Joinder of Aberdeen. Except as provided in Article VI hereof, this Declaration is intended to terminate and release all rights, powers, interests, duties, liabilities and obligations of Aberdeen arising under the Original Declaration. Accordingly, Aberdeen joins herein solely for the purposes of (i) consenting to the within Declaration, (ii) subjecting its interest in the Remaining Land to the provisions of Article VI hereof, and (iii) otherwise relinquishing, releasing and agreeing to the termination of all its rights, powers, interests, duties, liabilities and obligations arising out of the Original Declaration. In furtherance of the foregoing and except as provided in Article VI of the Declaration, the Ripken Group, in accordance with their respective interests in the Property, hereby releases Aberdeen from any and all duties, liabilities, obligations, claims and demands arising out of Original Declaration.

8.8. Other Instruments. This Declaration amends, restates and supercedes the Original Declaration, and the Original Declaration shall be of no further force and affect. Except as set forth in the preceding sentence, this Declaration is not intended to supercede, modify, amend or otherwise change the provisions of any prior instrument affecting the Property.

8.9. Limitation of Applicability. Nothing contained in this Declaration shall be construed or implied to bind or apply to any real property other than the Property as defined in this Declaration.

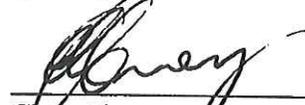
IN WITNESS WHEREOF, the parties hereto have executed this Declaration the day and year first above written.

WITNESS:

RIPKEN ENTERPRISES LLC (formerly known as Tufton Enterprises LLC), a Maryland limited liability company



By:

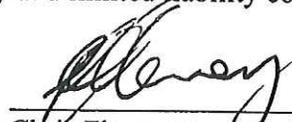


Chris Flannery
Authorized Person

RIPKEN BASEBALL ACADEMY LLC, a Maryland limited liability company



By:

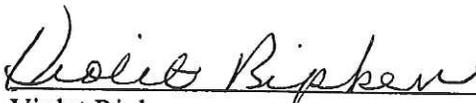


Chris Flannery
Authorized Person

CAL RIPKEN, SR. FOUNDATION, INC., a Maryland corporation



By:

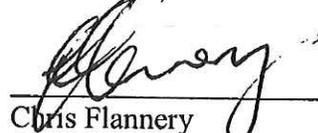


Violet Ripken
President

ABERDEEN CAMDEN OFFICE LLC, a Maryland limited liability company



By:

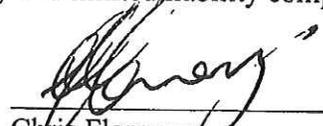


Chris Flannery
Authorized Person

TUFTON PROFESSIONAL BASEBALL LLC, a Maryland limited liability company



By:



Chris Flannery
Authorized Person

ATTEST:

Peter A. Dacey
Peter A. Dacey
City Manager

THE CITY OF ABERDEEN, a body corporate and
politic of the State of Maryland

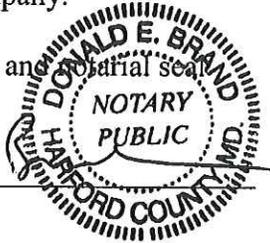
By: *Douglas S. Wilson*
Douglas S. Wilson, Mayor

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 2005, before me, a notary public of said state, personally appeared CHRIS FLANNERY, who acknowledged himself/herself to be the authorized person of RIPKEN ENTERPRISES LLC (formerly known as TUFTON ENTERPRISES LLC) known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that he/she executed the same for the purposes therein contained in his/her official capacity for said company by signing the name of the company.

WITNESS my hand and notarial seal

Donald E. Brand
Notary Public



My commission expires: 12-1-07

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 2005, before me, a notary public of said state, personally appeared CHRIS FLANNERY, who acknowledged himself/herself to be the authorized person of RIPKEN BASEBALL ACADEMY LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that he/she executed the same for the purposes therein contained in his/her official capacity for said company by signing the name of the company.

WITNESS my hand and notarial seal

Janet Bone
Notary Public

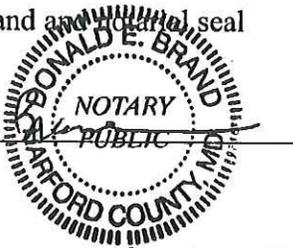
My commission expires: 12-1-07

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 2005, before me, a notary public of said state, personally appeared Violet Ripken, who acknowledged himself/herself to be the President of CAL RIPKEN, SR. FOUNDATION, INC. known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that he/she executed the same for the purposes therein contained in his/her official capacity for said corporation by signing the name of the corporation.

WITNESS my hand and notarial seal

Donald E. Brand
Notary Public



My commission expires: 12-1-07

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 2005, before me, a notary public of said state, personally appeared CHRIS FLANNERY, who acknowledged himself/herself to be the authorized person of ABERDEEN CAMDEN OFFICE LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that he/she executed the same for the purposes therein contained in his/her official capacity for said company by signing the name of the company.

WITNESS my hand and notarial seal

Donald E. Brand
Notary Public

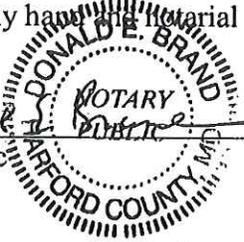


My commission expires: 12-1-07

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 2005, before me, a notary public of said state, personally appeared CHRIS FLANNERY, who acknowledged himself/herself to be the authorized person of TUFTON PROFESSIONAL BASEBALL LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that he/she executed the same for the purposes therein contained in his/her official capacity for said company by signing the name of the company.

WITNESS my hand and notarial seal

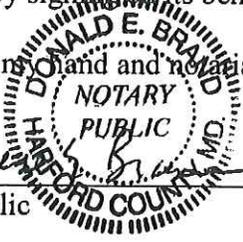

Donald E. Brand
Notary Public

My commission expires: 12-1-07

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 2005, before me, a notary public of said state, personally appeared DOUGLAS S. WILSON, who acknowledged himself to be the MAYOR OF THE CITY OF ABERDEEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that he executed the same for the purposes therein contained in his official capacity for The City of Aberdeen by signing on its behalf.

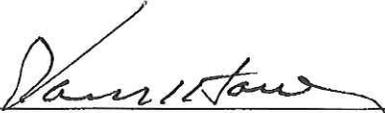
WITNESS my hand and notarial seal


Donald E. Brand
Notary Public

My commission expires: 12-1-07

Attorney Certification

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of the State of Maryland, hereby certifies that the within instrument was prepared by or under the supervision of such attorney.



Lawrence F. Haislip, Esquire

Return to:
Pamela Raymond
Miles & Stockbridge P.C.
1 West Pennsylvania Avenue, Suite 900
Towson, MD 21204 (410) 823-8107

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Harford
 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 Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.			
	Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <u>Dec.</u>	Deed or Trust <input type="checkbox"/> Lease <input type="checkbox"/>			
2	Conveyance Type	Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Not an Arms-Length Sale <input type="checkbox"/>	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]
3	Tax Exemptions (if Applicable)	Recordation <u>No consideration</u>			
	State Transfer				
	County Transfer				
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration	\$		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
	Recording Charge	\$	<u>75.00</u>	\$	
	Surcharge	\$	<u>20.00</u>	\$	
	State Recordation Tax	\$		\$	
	State Transfer Tax	\$		\$	
	County Transfer Tax	\$		\$	
	Other	\$		\$	
	Other	\$		\$	
					Agent:
					Tax Bill:
					C.B. Credit:
					Ag. Tax/Other:
6	Description of Property	District <u>02</u>	Property Tax ID No. (1) <u>099691 + 099721</u>	Grantor Liber/Folio	Map
	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(l).	Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)
		Location/Address of Property Being Conveyed (2) <u>Song Drive</u>			Parcel No.
		Other Property Identifiers (if applicable)			Var. LOG <input type="checkbox"/> (5)
		Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:			Plat Ref.
		Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: <u>Declaration</u>			SqFt/Acreage (4)
		If Partial Conveyance, List Improvements Conveyed:			
7	Transferred From	Doc. 1 - Grantor(s) Name(s) <u>The City of Aberdeen</u>		Doc. 2 - Grantor(s) Name(s)	
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s) <u>Rising Sun Homes LLC</u>		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
8	Transferred To	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)	
		New Owner's (Grantee) Mailing Address			
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)	
10	Contact/Mail Information	Instrument Submitted By or Contact Person			<input checked="" type="checkbox"/> Return to Contact Person
	Name: <u>Pamela Raymond</u>				<input type="checkbox"/> Hold for Pickup
	Firm: <u>Wiles + Stockbridge</u>				<input type="checkbox"/> Return Address Provided
	Address: <u>1 W Pennsylvania Ave Ste 900</u>				
	<u>London Md 21204</u> Phone: <u>(410) 825-8107</u>				
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER			
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Will the property being conveyed be the grantee's principal residence?				
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does transfer include personal property? If yes, identify: _____				
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
	Assessment Use Only - Do Not Write Below This Line				
	<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
	Transfer Number:	Date Received:	Deed Reference:		Assigned Property No.:
	Year: <u>20</u>	<u>20</u>	Geo.:	Map:	Sub:
	Land:		Zoning:	Grid:	Block:
	Buildings:		Use:	Parcel:	Plat:
	Total:		Town Cd.:	Ex. St.:	Section:
	REMARKS:				Occ. Cd.: