

Property: 7100 Connecticut Avenue, Chevy Chase
Montgomery County, Maryland 20815
Parcel Id.: 07 – 00464946

Declaration of Covenants

This Declaration of Covenants (hereinafter called “Declaration”) is made this 21st day of April 2025, by and between **Corso DC LLC**, a Delaware limited liability company, its successors and assigns (hereinafter called the “Declarant”) and the **Town of Chevy Chase**, a Maryland municipal corporation (hereinafter called the “Town”), its successors and assigns.

Witnesseth:

Whereas, the Declarant is the owner of the real property in the “Chevy Chase, Section 4” subdivision, being Parcel No. 1, Block 5, as shown on a 1969 record plat of subdivision recorded at Plat No. 9401 among the Land Records of Montgomery County, Maryland (the “Land Records”) and described in a Deed conveying the land to the Declarant dated December 16, 2021 and recorded among the Land Records in Book 65068 at Page 481, comprising approximately 12.28 acres, also known as 7100 Connecticut Avenue, Chevy Chase, Maryland 20815 (hereinafter called the “Property”); and

Whereas, the Declarant is developing the Property and pursuing Local Map Amendment LMA H-148 (the “LMA”) from the Montgomery County Council, sitting as the District Council for the Montgomery County portion of the Maryland-Washington Regional District (the “County Council”) in order to change the zoning and allowable uses of the Property from the R-60 (Single-family Residential) zone to the CRFN-1.5 C-0.25 R-1.25 H-70 (Commercial Residential Floating Neighborhood) zone so as to permit a senior residential care facility with related ancillary commercial uses and amenities (the “Project”); and

Whereas, the Property is located within the Town, and the Town has an interest in ensuring the appropriate and compatible development of the Property, and to maintain certain benefits the Town has received from the prior owner, all for the benefit and protection of the public health, safety, and welfare of its residents; and

Whereas, the Town holds in trust for the benefit of the public the rights-of-way within the Town, including some of those abutting the Property; and

Whereas, the Property is subject to a Declaration of Covenants dated April 5, 1968, and recorded among the Land Records in Liber 3745 at folio 138, benefitting the Town and its residents (the “1968 Declaration”), and this Declaration is not intended to and does not supersede, replace, or modify the 1968 Declaration, which remains in full force and effect; and

Whereas, as part of the LMA, Declarant is committing to a set of Binding Elements that relate to the Property and the Project, which Binding Elements will be covenants running with the Property (binding upon Declarant, successors and assigns) that are attached to and made a part of the rezoning of the Property to the CRFN zone (the “Binding Elements,” some of which are set

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forth herein as identified below, and all of which shall be recorded in a separate Declaration of Covenants to be enforced by the Montgomery County Planning Board); and

Whereas, certain other binding elements specifically benefitting Town residents are either beyond the scope of the Binding Elements (not readily enforceable by appropriate governmental agencies) and/or have been identified as necessary and appropriate subsequent to the LMA that need to become additional binding elements enforceable by the Town through this Declaration; and

Whereas, in exchange for the execution and recording of this Declaration prior to approval of the Certified Site Plan for the Property, which execution and recordation was committed to in a binding written instrument by Declarant during the LMA process and made part of the public record for the LMA, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town shall agree to support the request for the LMA.

Now, therefore, Declarant does hereby covenant and agree on behalf of itself, its successors and assigns, as follows:

1. Use of the Property will be limited to a residential care facility and ancillary commercial establishments. No more than 5,000 square feet of commercial use, with no single establishment larger than 2,500 square feet shall be permitted. Such commercial establishments shall be made available to the general public.
2. Vehicular access will be limited to Connecticut Avenue. Vehicular access to and from Thornapple Street, Woodside Place, and Meadow Lane and the Property must be prohibited.
3. The Declarant shall provide garage space and five (5) separate parking spaces for use by the Town.
 - a. *The garage space shall be at least 1,300 square feet. The garage space and five (5) separate parking spaces shall be provided to the Town at no cost to the Town and shall be accessible by the Town at all times.*
4. The Declarant shall place areas, as more accurately depicted on the Final Forest Conservation Plan, generally along the southern, western, and northern property lines, in a Category I Conservation Easement. The Town forester shall be included in proceedings regarding the creation and maintenance of the Category I Conservation Easement.
5. The Declarant shall construct new pathways connecting the existing sidewalk on Thornapple Street with Connecticut Avenue and connecting the Property with Woodside Place. No pedestrian pathway shall directly connect between Woodside Place and Connecticut Avenue. A public walking path through the proposed Category I Conservation Easement, as applicable, generally located along the western property boundary, shall be prohibited.

6. The Declarant shall maintain minimum building setbacks as shown on the Floating Zone Plan, including a maximum building height of sixty feet (60') for a distance of eighty feet (80') from Connecticut Avenue.
7. The Declarant shall comply with all applicable stormwater management regulations.
8. The Declarant shall locate and/or screen refuse storage and collection areas and loading and service areas so as to minimize the view and noise from adjacent property boundaries.
9. The Declarant shall install planting materials that are primarily native species. The Declarant will remove all invasive species on the Property, in accordance with the Final Forest Conservation Plan. The Declarant will provide sufficient planting depth above garage areas to support canopy and shade trees, where applicable.
10. The Declarant shall install a non-deciduous tree screen along the south property line outside of the Category I Conservation Easement. Foundation plantings shall be installed where garage walls extend above grade.
11. The Declarant shall provide exterior lighting according to applicable County regulations and coordinated so as minimize impact to adjacent properties.
12. Vinyl siding and EFIS are prohibited on all new buildings.
13. The outward-facing architectural facades along all sides of the Property will be designed to read as four (4) stories plus roof, with the exception of the northwest corner of the Property, which shall be designed to read as three (3) stories on top of the garage plus roof. Additionally, these outward-facing facades must adhere to a maximum height, as observed from the established measuring point, of 55 feet with the exception of the northwest corner of the property, which shall adhere to a maximum height of 50 feet.

And it is further expressly understood and agreed that the above enumerated covenants which are derived from the Binding Elements imposed as part of the LMA shall be construed to require Declarant's perpetual adherence to and maintenance thereof, in addition to the initial installation or establishment.

Declarant, by the execution of this Declaration, does hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this Declaration, which the parties acknowledge were part of the consideration described above and this resulting instrument, it being the intention hereof to perpetuate all of the rights and privileges, covenants and restrictions in this herein Declaration to and for the benefit of the Property and for each owner thereof for the benefit of the Town, its agents, successors, and assigns, and its residents and sojourners therein. This Declaration will be recorded among the Land Records. It is expressly understood and agreed that these covenants

shall run with and bind the Property herein described and shall be binding upon Declarant, its successors and assigns, forever, and the Property shall be held, sold and conveyed subject to the covenants and restrictions contained in this herein Declaration; and any sale, conveyance, lease, or mortgage made in violation of the terms hereof shall be null and void.

Declarant, by the execution of this Declaration, does hereby expressly vest in the Town, its agents, successors, and assigns, the right and power to bring all actions against the owner of the premises hereby conveyed or any part thereof for the enforcement of the restrictive covenants herein contained.

It is further expressly understood and agreed that this Declaration cannot be modified, released, or terminated without the prior written agreement of the Declarant and the Town.

In witness whereof, the Declarant and the Town have hereunto set their hands and seals the day and year first above written.

Declarant: Corso DC LLC

Witness:



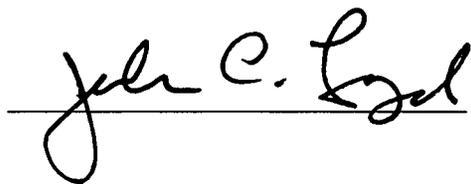
By:



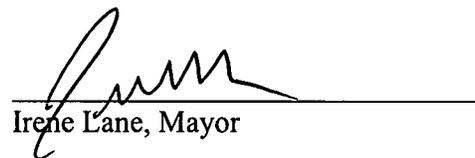
Tim Gary, CEO

Town of Chevy Chase

Witness:



By:



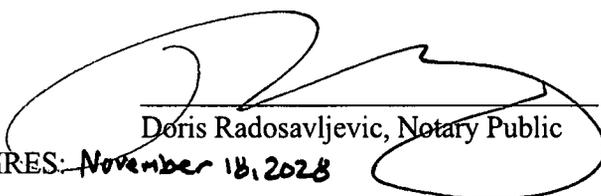
Irene Lane, Mayor

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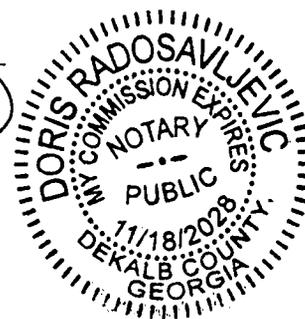
STATE OF GEORGIA :
: ss.:
COUNTY OF DEKALB :

I HEREBY CERTIFY that on this 22 day of April 2025, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Tim Gary, in the capacity as principal and managing member of Corso DC, LLC, and that the foregoing was acknowledged to be an authorized act of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Doris Radosavljevic, Notary Public

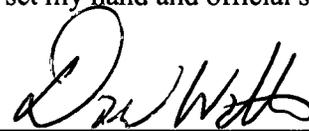
MY COMMISSION EXPIRES: November 18, 2028



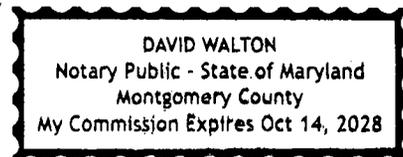
STATE OF MARYLAND :
: ss.:
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this 24 day of April 2025, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Irene Lane, in the capacity as Mayor of the Town of Chevy Chase, and that the foregoing was acknowledged to be an official act.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

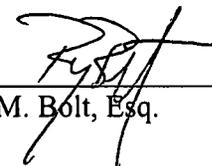

David Walton, Notary Public

MY COMMISSION EXPIRES: 10/14/28



Attorney's Certificate

In accordance with Maryland Code, Real Property Article, Section 3-104(f), I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland and that this instrument was prepared either by me or under my supervision.


Ronald M. Bolt, Esq.

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State of Maryland Land Instrument Intake Sheet
Baltimore City County: Montgomery
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

Space Reserved for Circuit Court Recording Validation

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if applicable)
4 Consideration and Tax Calculations
5 Fees
6 Description of Property
7 Transferred From
8 Transferred To
9 Other Names to Be Indexed
10 Contact/Mail Information
11 Assessment Information

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LR - Government
 Instrument 0.00
 Agency Name: Town of
 Chevy Chase
 Instrument List:
 Declaration
 Describe Other:
 Ref:

Total: 0.00
 05/05/2025 03:42
 CC15-JhH
 #18901146 CC0602 -
 Montgomery
 County/CC06.02.06 -
 Register 06



**DOCUMENT VALIDATION PAGE
 FOR CLERK'S USE ONLY
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KAREN A. BUSHELL
 Clerk of the Circuit Court for Montgomery County
 50 Maryland Avenue
 Rockville, Maryland 20850
 Recording and Licensing
 (240) 777-9470