

tree  
conversion of Convent D Blakely  
changes of #s of people apt etc.  
Signed by owners Nov 1989, Adv B Nov + Dec 1989  
maximum  
releasable  
for  
tree

ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT

THIS ADDENDUM is meant to modify and clarify the RESTRICTIVE COVENANT AGREEMENT between the parties dated October 13, 1988 (the "Agreement"); and for that purpose THE CHESTNUT PARTNERSHIP ("Chestnut"), party of the First Part, and the RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC. (the "Association"); the ADVISORY BOARD established in accordance with Section 432.3.F of the Baltimore County Zoning Regulations (the "Advisory Board"); and the members of the Advisory Board whose names are subscribed hereto as individual property owners (the "Neighbors"), parties of the Second Part, enter into these presents as of this 28th day of December, 1989.

1. In Paragraph 1c on page 5 of the Agreement, the final sentence is deleted, and in its place the following sentence is inserted:

Upon conversion of Parcel A to additional residential living units, the maximum number of residents on the Land shall be increased by a total of sixty-two (62). The maximum number of residents on Parcel A shall be fifty-four (54), based upon a factor of 35% double occupancy rate, and the maximum number of residents of the health care center shall be increased by eight (8).

2. Notwithstanding the fact that the revised CRG plan, dated October 21, 1988, suggests that a tree survey will be conducted

only to determine final layout in an area in the northeastern portion of Parcel B, Chestnut agrees:

a. To conduct or contract for a tree survey on all that portion of Parcel B lying north of Cemetery Road, within the reasonably near future;

b. To conduct or contract for a tree survey, showing the locations of all proposed structures in relation to existing trees, on all that portion of Parcel B lying south of Cemetery Road, prior to the development of any recreational facilities on that portion;

c. That the tree surveys mentioned in Subparagraphs a and b above shall be performed with the assistance of a professional arborist, professional landscape architect, or professional forester;

d. To supply the Advisory Board with copies of the tree surveys mentioned in Subparagraphs a and b above, and to walk the site with a representative or representatives of the Board, before any trees are disturbed, to point out trees that may have to be removed; and

e. That the tree surveys conducted by or for Chestnut will be used by Chestnut's architects and engineers to

design the Community so as to maximize retention of significant trees.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed.

ATTEST:

THE CHESTNUT PARTNERSHIP  
By West Joppa Road Limited Partnership, a General Partner of the Chestnut Partnership

By Foxleigh Enterprises, Inc., a General Partner of West Joppa Road Limited Partnership

Sharon Ullrich

By: [Signature] (SEAL)  
Thomas F. Mullan, III,  
Vice President

By Continental Life Care Corp., a General Partner of West Joppa Road Limited Partnership

Sharon Ullrich

By: [Signature] (SEAL)  
John A. Luetkemeyer, Jr.,  
President

By Chestnut Village, Inc., a General Partner of the Chestnut Partnership

Karen Utke

By: [Signature] (SEAL)  
Stephen J. Hoover,  
Vice President

RUXTON-RIDERWOOD-LAKE ROLAND AREA  
IMPROVEMENT ASSOCIATION, INC.

Sammy Leonard

By: [Signature] (SEAL)  
Christopher R. West,  
President