

Chestnut

SECOND ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT

THIS ADDENDUM is meant to further modify and clarify the RESTRICTIVE COVENANT AGREEMENT between the parties dated October 13, 1988 (the "Agreement"), as the Agreement was previously modified and clarified by a first ADDENDUM TO RESTRICTIVE COVENANT 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 9th day of November, 1989.

Item 3 on Exhibit C to the Agreement is deleted in its entirety, and in its place the following is inserted:

"3. Chestnut shall establish two security gates, one at the Chestnut Avenue entrance and the other at the Greenwood Road entrance to the Community. (As long as Parcel A is used by The Institute of Mission Helpers of Baltimore City, Inc. for a convent, the Chestnut Avenue security gate shall be located on Cemetery Road just to the west of the driveway shown on Exhibit A extending in a northerly direction from Cemetery Road onto Parcel A. If and when Parcel A is added to the Community in accordance with Paragraph 1b of the Agreement, the Chestnut Avenue security gate shall be

moved to the east of the said driveway.) These gates shall be electronically controlled gates, in operation 24 hours per day. Only residents of and security personnel for the Community shall have routine access through the security gates, except that current or former members of The Institute of Mission Helpers of Baltimore City, Inc., the families and guests of such current or former members, and the families of deceased members of the Order shall have access through the security gates for the purpose of visiting the cemetery located in the western portion of Parcel B."

IN WITNESS WHEREOF, the parties have caused this Second 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

Frances Bochenek

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

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

Kevin Manning

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