

329 units under bldg in lieu of lower residential units
25 ft in HC
during a work area HC
1 str. Dining room at commons

0013124 309.

Kimberly
Warden

add
amended
WR C. 10/14/97
9/25/97
addendum
11/10/97

FIFTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT

DR: OP2 M. Daniel 11/14/97
DR: OP2 M. Daniel 11/14/97
AB 4-5-6/98

THIS FIFTH ADDENDUM is meant to further modify and clarify the RESTRICTIVE COVENANT AGREEMENT dated October 13, 1988 between the parties or their predecessors, as modified and clarified by an ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT dated December 28, 1989, a SECOND ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT dated November 9, 1989, a THIRD ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT dated September 7, 1990, and a FOURTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT dated November 5, 1996 (collectively, the "Agreement"); and for that purpose THE CHESTNUT REAL ESTATE PARTNERSHIP ("Chestnut Real Estate", a successor to The Chestnut Partnership, consisting of the same principals as The Chestnut Partnership), 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 29th day of JUNE, 1998.

Recitals

Chestnut Real Estate and its predecessor have proceeded with the development of the Community referred to in the Agreement by submitting a Final Development Plan dated January 12, 1990 to Baltimore County authorities. Paragraph 1 of the Agreement

provides. "The Community shall be limited in scope, size and location, as set forth on Exhibits A, E, and F, as those Exhibits may be modified to be consistent with the Final Development Plan...." Chestnut Real Estate wishes to modify Exhibit F (identified as the 2-page CRG Plan) and to otherwise modify the Agreement to reflect the following amendments:

- (i) The construction of thirty-two (32) additional parking spaces in lieu of a lower level of residential units at the building known as Phase II, Residential Building F;
- (ii) An increase in the length of the western end of the health center building of approximately twenty-five (25) feet;
- (iii) The construction of additional dining and activity areas at the health center: and
- (iv) The construction of an additional one-story dining area at the commons building club house.

The parties have agreed to enter into this FIFTH ADDENDUM to clarify that such modifications are permitted under the Agreement.

Terms

- A. The Agreement, as heretofore amended, is further amended as follows:
 1. A new Exhibit F, consisting of a three (3) page 3rd Amended CRG Plan - Phase I & II dated July 31, 1990, with last revisions on September 25, 1997, and approved by the Baltimore County MD County Review Group on November 11, 1997

(the "3rd Amended CRG Plan") is attached hereto and incorporated as part of the Agreement.

2. New paragraphs 1i, 1j, 1k and 1l are added to the Agreement. as follows, and former paragraphs 1i and 1j are accordingly relettered to be paragraphs 1m and 1n:

"i. In lieu of lower level residential units, thirty-two (32) additional parking spaces shall be constructed on the site at the location known as Phase II - Residential Building F, as shown on Exhibit F.

j. The western end of the building known as the Phase I - Health Care Center shall be extended by approximately twenty-five (25) feet. as shown on Exhibit F.

k. Additional dining and activity areas shall be constructed in the building known as the Phase I - Health Care Center. as shown on Exhibit F.

l. A one-story dining area shall be constructed at the building known as Phase I - Common Area, as shown on Exhibit F.

B. The terms and conditions of this FIFTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT shall become effective and binding upon the parties on the date and at the time of the execution of this FIFTH ADDENDUM.

Except as heretofore amended and as amended herein, the Agreement shall be and remain in full force and effect. In the event of any conflict between the terms and provisions of the Agreement and this FIFTH ADDENDUM, the terms and provisions of this FIFTH ADDENDUM shall prevail. This FIFTH ADDENDUM shall be recorded among the Land records of Baltimore County, Maryland, and the same shall run with and be binding upon the Land, and upon all present and future owners thereof, and shall inure to the benefit of each of the parties respectively, their successors and assigns.

The cost of recording this FIFTH ADDENDUM shall be borne by Chestnut Real Estate.

IN WITNESS WHEREOF, the parties have caused this FIFTH ADDENDUM to be executed under seal.

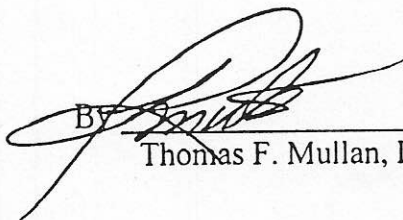
ATTEST:

THE CHESTNUT REAL ESTATE PARTNERSHIP

By: West Joppa Road Limited Partnership, a General Partner of The Chestnut Limited Partnership

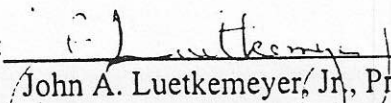
By: Rosedale Care, Inc., a General Partner of West Joppa Road Limited Partnership

Charlotte L. Dubel

By:  (SEAL)
Thomas F. Mullan, III, President

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

John M. King

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