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SIXTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT

This SIXTH ADDENDUM is meant to modify and clarify the RESTRICTIVE COVENANT AGREEMENT dated October 13, 1988 between the parties or their predecessors and recorded among the Land Records of Baltimore County in Liber 9109, folio 77, 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, and a THIRD ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT dated September 7, 1990, a FOURTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT dated November 5, 1996, and a FIFTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT dated June 29, 1998 (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 former 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") and who constitute at least  $\frac{3}{4}$  of the Advisory Board, parties of the Second Part, enter into these presents as of this 19<sup>th</sup> day of July, 2007.

Terms

A. The Agreement, as heretofore amended, is further amended as follows:

Paragraph 2b of the Agreement is deleted in its entirety and, in its place, the following

Paragraph 2b is inserted:

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Except as shown on Exhibit G, and exclusive of modifications to the storm water management facility or of other utilities extended to serve uses or buildings located south of Cemetery Road that are in accordance with this Agreement and its Addenda I, II, III, IV, V, and VI and the Exhibits thereto, that portion of the Community, Exhibit A, Parcel B, lying south of the internal roadway and identified as Cemetery Road, shall remain as open space and shall be used solely for recreation, golf holes, non-lighted tennis court or similar recreational activities for the exclusive use of occupants of Parcel B and their guests for a period of fifty (50) years from the date of this Agreement. The parties agree that this portion of Parcel B shall not be subdivided and shall be used only in conjunction with the use authorized for the whole of Parcel B during that period. It is further agreed that, during that period, there will be no parking permitted and no buildings, structures, or paving of any sort constructed or permitted on that portion of Parcel B, other than what is shown on Exhibit G, except that a gazebo, measuring approximately 12 feet in diameter and approximately 13 feet in height, may be constructed in the resident flower and vegetable garden space. The parties further agree that there shall be no lighting of any of the activities permitted on this portion of Parcel B, except that reasonable lighting, as approved by a majority of the Advisory Board, may be provided for the parking lot at the location shown on Exhibit G.

B. The terms and conditions of this SIXTH 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 SIXTH 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 SIXTH ADDENDUM, the terms and provisions of this SIXTH ADDENDUM shall prevail. This SIXTH 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 SIXTH ADDENDUM shall be borne by the Chestnut Real Estate.

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


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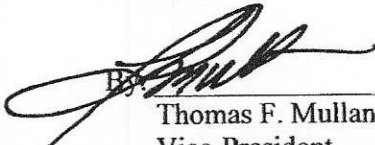
ATTEST:

THE CHESTNUT REAL ESTATE PARTNERSHIP

By: West Joppa Road Limited Partnership, a  
General Partner of the Chestnut Real Estate  
Partnership

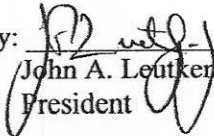
By: Rosedale Care, Inc., a General  
Partner of West Joppa Road Limited  
Partnership

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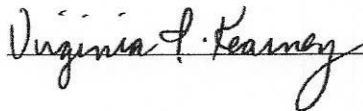
By:  (SEAL)  
Thomas F. Mullan, III,  
Vice-President

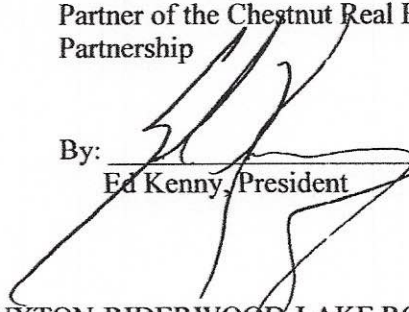
By: Continental Care Inc., a General  
Partner of West Joppa Road Limited  
Partnership

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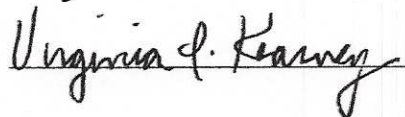
By:  (SEAL)  
John A. Leutkemeyer, Jr.,  
President

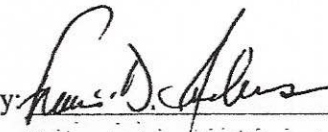
By: Chestnut Village, Inc., a General  
Partner of the Chestnut Real Estate  
Partnership

  
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By:  (SEAL)  
Ed Kenny, President

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

  
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By:  (SEAL)  
Fran Anderson, President