

SEVENTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT

This SEVENTH ADDENDUM is meant to modify 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 multiple addenda with the most recent being the SIXTH ADDENDUM TO RESTRICTIVE COVENANT AGREEMENT, dated July 19, 2007, (collectively, the "Agreement"); and, for that purpose, THE CHESTNUT PARTNERSHIP ("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 _____ day of _____, 2011.

Recitals

Chestnut Partnership wishes to construct a minor addition to the Blakehurst Retirement Community, as reflected in the attached Exhibits I, J, and K, and, after consultation and consideration, the Advisory Board approves of this addition. The parties have agreed to enter into this SEVENTH ADDENDUM for the purpose of amending the Amendment to allow for this construction.

Terms

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

New Paragraph 1.o is added to the Agreement, as follows:

- o. Chestnut Partnership is permitted to construct an addition to the building known as Phase I – Commons – in the area shown on the attached Exhibits I and J as “Proposed Dining Room Extension.” This addition will result in an increase in the footprint of the building on the lower level by approximately 1,350 square feet± and will increase the areas available for physical therapy/occupational therapy and dining and other amenities. The outdoor croquet court and associated pathway will be relocated slightly to the south from its existing location. This construction will not result in an increase to the actual or permitted residential occupancy of the facility. The appearance of the addition will be similar that shown in Exhibit K.

2. The terms and conditions of this SEVENTH 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 SEVENTH ADDENDUM. Except as heretofore amended and as amended herein, the Agreement shall remain in full force and effect. The prior exhibits to the Restrictive Covenant Agreement or its addenda will not be changed to reflect this new construction, and, in the event of any conflict between the terms and provision of the Agreement, its addenda, or the prior exhibits, this SEVENTH ADDENDUM and Exhibits I, J, and K shall control.

3. This SEVENTH 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 SEVENTH ADDENDUM shall be borne by the Chestnut Partnership.