

SECOND RESTRICTIVE COVENANT AGREEMENT

This Second Restrictive Covenant Agreement ("Agreement") is made this 10th day of June, 2022, by and between THE CHESTNUT REAL ESTATE PARTNERSHIP ("Chestnut"); 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 ("BCZR") (the "Advisory Board"); and the members of the Advisory Board whose names are subscribed hereto as individual property owners (the "Neighbors").

RECITALS

WHEREAS, Chestnut, through 1001 West Joppa Road, LLC, one of its affiliates, is the contract purchaser of approximately 4.18± (net) acres of land located at 1001 Joppa Road ("Mission Helpers Property" or "Lot One"). Chestnut is the owner of the adjacent property located at 1005 Joppa Road ("Blakehurst Property" or "Lot Two"), on which its partner Life Care Services operates Blakehurst, a continuing care facility ("Blakehurst");

WHEREAS, Chestnut had entered into a Restrictive Covenant Agreement on or about October 13, 1988, regarding the use of Lot One and Lot Two and related matters, which was amended eight times between 1989 and 2014 (the 1988 Restrictive Covenant Agreement and its addenda, are hereinafter referred to collectively as the "RCA");

WHEREAS, on October 25, 1988, the Baltimore County Board of Zoning Appeals entered a Consent Order in Consolidated Case Nos. 89-89-XA/CRG No. 88141X-522 ("Consent Order") regarding the use of Lot One and Lot Two and related matters;

WHEREAS, Chestnut desires to construct and operate on the Mission Helpers Property an expansion of Blakehurst consisting of 40 independent living units (Housing for the Elderly, Class B, as defined by the BCZR) (the "New Facility"). Chestnut intends to request an amendment to the governing development plan for Blakehurst and associated zoning relief for the New Facility. Chestnut has prepared the plan associated with these requests, which is entitled "Blakehurst Life Care Community 2nd Material Amendment/7th Amended CRG Plan and Plan to Accompany Zoning Petitions" ("CRG Plan"). The CRG Plan has been attached to this Agreement as Exhibit A and is incorporated by reference;

WHEREAS, the Advisory Board was established in 1988 to provide a system of community participation for members of the communities surrounding the Blakehurst Property and the Mission Helpers Property;

WHEREAS, the Association is an incorporated association of Baltimore County residents interested in the character and quality of life of residential areas in the vicinity of Blakehurst;

WHEREAS, the Advisory Board, the Neighbors, and the Association have expressed to Chestnut concerns about the potential negative impacts that the construction and operation of the New Facility would have on the surrounding property owners and the community, specifically

that the New Facility will increase traffic on Chestnut Avenue;

WHEREAS the parties dispute various factual and legal issues concerning their respective rights under the RCA and the Consent Order regarding construction and operation of the New Facility;

WHEREAS, the parties have agreed to compromise and resolve the foregoing concerns and disputes pursuant to the terms of this Agreement and thereby bring clarity and certainty to the development of the New Facility; and

WHEREAS, the Advisory Board, the Neighbors, and the Association are willing to support the New Facility in exchange for and in consideration of the covenants by, and restrictions upon, Chestnut set forth herein, and Chestnut's agreement to perform and comply with same.

NOW, THEREFORE, in consideration of the mutual agreements and understandings set forth or incorporated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. NEW FACILITY. The New Facility shall be an expansion of Blakehurst consisting of six buildings and shall be limited in scope, size, and location, as set forth in the CRG Plan:

a. The New Facility shall have a maximum of forty (40) dwelling units, which shall be occupied by residents under contract with Blakehurst as Housing for the Elderly, Class B (as defined by the BCZR). Residents of the New Facility will have access to the lifecare services offered to residents of Blakehurst. The 40 units shall be contained in five of the buildings. Buildings 1A and 1B each shall have 8 units; Building 2B shall have 6 units; and Buildings 3A and 3B each shall have 9 units.

b. Each of the units shall have a maximum occupancy of two residents, and no more than eighty (80) residents shall reside in the New Facility.

c. Each of the units shall be provided one interior garage parking space. Additional surface parking spaces shall be provided with no more than 92 total (interior garage and surface) parking spaces being provided on Lot One.

d. The maximum building height (as defined by the BCZR) shall be 40 feet.

e. Any external signage (visible to the public) on Lot One or Lot Two for the New Facility shall include the name "Blakehurst;" internal signage (not visible to the public) on either lot may refer to the New Facility otherwise.

2. LANDSCAPING AND SCREENING. Chestnut agrees to provide additional landscaping and screening as described below:

a. As used herein and in Paragraph 3, the “Maintenance Standard” means the regular watering, mowing, pruning, fertilizing, clearing of debris, weeds, and noxious plants, monitoring for pests and disease and use of pest management principles and practices, eradication of invasive species, removal and timely replacement of dead or diseased plants and vegetation, mulch replenishment as necessary, and the repair and timely replacement of irrigation systems, as necessary to maintain the plantings in a healthy condition.

b. On Lot One and Lot Two, Chestnut shall provide additional landscaping and screening as reflected on the Schematic Landscape Plan, attached as Exhibit B:

1. The parties acknowledge that the Schematic Landscape Plan is subject to review by the Baltimore County Landscape Architect, who may require minor adjustments to the location and type of plantings. Based on that review, a Final Landscape Plan will be prepared and approved for implementation. Chestnut agrees to provide no less than the number of plantings shown on the Schematic Landscape Plan on Lot One and Lot Two.

2. Once installed, Chestnut agrees to maintain the plantings on Lot One and Lot Two during the Term of this Agreement in accordance with the Maintenance Standard and as much as possible in conformity with the Final Landscape Plan.

c. Chestnut has agreed to install additional landscaping on the following properties to minimize views of the New Facility: **Chestnut Avenue:** 623 (Arbelaez/Sfeir), 625 (Jankowski/Nachman), 626 (Meyer), 627 (Quinn), 628 (O’Conor), 629 (Trumbauer), 635 (Farrell), and 637 (Symington); **West Joppa Road:** (817 (Daly) and 815 (Tisdale); and **Trafalgar Road:** 826 (Bayer). Chestnut shall only be responsible for installing landscaping if it will serve the stated objective of minimizing views, which assessment shall be made by Mahan Rykiel Associates in consultation with Michael Trumbauer, acting on behalf of the Advisory Board. Chestnut will be responsible for installation of the plantings, and the plantings will be installed during the next Spring (March 15 – May 15) or Fall (September 1 – November 15) planting season immediately following final unappealable approval of the CRG Plan and associated zoning relief. Once installed, maintenance of the landscaping will be the responsibility of the individual property owners. Any property owner seeking to receive additional landscaping under this subparagraph shall be required to sign this Agreement and agree to be bound by the terms of Paragraph 8 below.

d. Chestnut agrees to maintain existing plantings located along Greenwood Road, which may be located within a designated forest buffer area in accordance with Baltimore County requirements and consistent with the Agreement recorded at Liber 35768, folio 142.

e. Chestnut agrees to construct two, four-foot tall screening walls on the east side of Road A on Lot One as indicated on Exhibit A for the purpose of providing screening of parked vehicles. The walls will be constructed of solid materials, such as manufactured stone, masonry, or similar products. The vehicles parked adjacent to Building 3B will be screened by a retaining wall, which shall be at least four-feet tall.

3. STORM WATER MANAGEMENT. As reflected on the Exhibit B, additional plantings will be added around the storm water management facility located south of Mission Helpers Drive, and the facility will be fenced in accordance with Baltimore County standards. Chestnut, its successors and assigns, agree to maintain this facility in good working order and all plantings according to the Maintenance Standard, for as long as the facility is operational.

4. PROPERTY SOUTH OF CEMETERY ROAD. With respect to that portion of Lot Two lying south of the internal roadway and identified as Cemetery Road, the parties agree to the following restrictions and conditions:

a. There will be no parking permitted and no buildings, structures, or paving of any sort constructed or permitted on that portion of Lot Two, except that: (1) any improvements, including the cottage, parking spaces, and existing maintenance building, in place as of the date of this Agreement may remain; (2) a new maintenance building, measuring approximately 50± feet by 70± feet (and no taller than 22 feet in height), may be constructed in the approximate location shown on Exhibit C; and (3) the area shown on Exhibit C may be used for temporary parking for construction workers or as storage or staging for construction materials during the construction of the New Facility. Once construction is completed, the area disturbed for temporary parking for construction workers or as storage or staging for construction materials shall be returned to its condition prior to construction-related use, including removal of any gravel or other materials placed within the area, grading, seeding, and/or planting, as necessary, and the area shall be returned to open space.

b. Prior to applying to Baltimore County for a building permit for the new maintenance building, Chestnut agrees to provide architectural drawings to the Advisory Board, who shall provide any comments within thirty (30) days of receiving the drawings. After construction, additional landscaping shall be installed around the new maintenance building to provide screening from and for the benefit of nearby residences.

c. Except as specified above, the area south of Cemetery Road shall remain as open space and shall be used solely for recreation, gardening plots, golf holes, non-lighted tennis court, or similar recreational activities for the exclusive use of residents of Blakehurst, including the residents of the New Facility, and their guests.

d. The parties further agree that there shall be no lighting of any of the activities south of Cemetery Road, except that existing lighting in place as of the date of this Agreement may remain.

e. The parties agree that this portion of Lot Two shall not be subdivided and shall be used only in conjunction with the use authorized for Blakehurst as a continuing care facility, including the New Facility.

5. MISSION HELPERS DRIVE. Subject to Baltimore County review and approval of the CRG Plan, Chestnut agrees to:

a. Restrict use of the Chestnut Avenue access point from Mission Helpers Drive to emergency use only, and construct and/or improve internal roads on Lot One and Lot Two and install such traffic control devices as necessary to funnel and direct all traffic to the Joppa Road access point. For purposes of this Agreement, “emergency use” shall include the occasional use by maintenance workers;

b. Install a gate on Mission Helpers Drive at Chestnut Avenue and to limit access to this gate through the use of an access code/card for emergency use only. No residents and only select employees of Blakehurst shall have an access code/card. In the unlikely event that the Joppa Road access point to Blakehurst is ever temporarily unavailable for any reason, temporary access to Blakehurst or the New Facility may be taken by way of the Chestnut Avenue access point, for only as long as the Joppa Road access point is unavailable;

c. Enforce these restrictions by: (i) instructing all current and future residents and employees of Blakehurst of these restrictions; (ii) removing or disabling all access codes/cards to the Chestnut Avenue access point for any residents, employees, or others except as necessary for emergency use; and (iii) taking all other reasonable means of enforcement; and

d. Include the Chestnut Avenue access point restrictions on the CRG Plan and, using its best efforts and in collaboration with the Advisory Board and Association, seek to obtain the County’s approval of the CRG Plan with those restrictions. If the Advisory Board or the Association are not satisfied with Chestnut’s efforts or the content or timing of the County’s response regarding the restrictions, either may take such additional reasonable measures as they deem prudent to try and obtain the requested approval of the restrictions and will advise Chestnut of their efforts.

e. If any of the agencies indicate they will not support the CRG Plan with the requested restrictions, Chestnut agrees to pursue approval of CRG Plan with the requested restrictions before the Administrative Law Judge (ALJ). Should the ALJ disapprove the requested restrictions, either by way of conditional approval of the CRG Plan (i.e., requiring removal of the restrictions) or by outright denial of the CRG Plan, Chestnut reserves the right to revise the CRG Plan to remove the Chestnut Avenue access point restrictions and to move forward with the CRG Plan showing full access from Mission Helpers Drive to Chestnut Avenue. In this event, the Advisory Board or the Association may terminate this Agreement in accordance with Paragraph 10(b) below.

f. If the Chestnut Avenue access point restrictions are approved, Chestnut agrees to install the gate and put it in operation no later than the date of issuance of the last use and occupancy permit for the New Facility. Once the gate is operational, the Chestnut Avenue access point will only be used for emergency use.

g. Thereafter, in the unlikely event any party learns that Baltimore County intends to revoke the prior approval of the Chestnut Avenue access point restrictions, that party shall immediately notify all other parties. The parties shall thereafter work collaboratively to ensure retention of the restrictions. The Advisory Board or the Association may retain attorneys,

traffic consultants, or other professionals as they deem necessary to obtain such relief, and Chestnut agrees to pay their reasonable fees.

6. REASONABLE ADJUSTMENTS. Reasonable adjustments in the location of buildings, parking, and other features of Blakehurst, including the New Facility, shall be permitted upon the direction and approval of the Director of the Department of Permits, Approvals and Inspections, it being the intention of all parties to permit a degree of flexibility in addressing the nature and constraints of the site, appropriate governmental building standards and requirements and the needs of Blakehurst residents, while simultaneously factoring in the interests of neighbors and the community.

7. CONSTRUCTION IMPACT MITIGATION. Chestnut recognizes that the Advisory Board and the Association have concerns about the adverse impacts on the neighborhood because of construction of the New Facility. To address those concerns, Chestnut agrees to the following mitigation actions. Chestnut shall make commercially reasonable efforts to enforce all provisions of this Paragraph as to its own employees and all contractors and subcontractors working on construction of the New Facility (collectively "Workers").

a. Chestnut shall meet with representatives of the Advisory Board and the Association on a quarterly basis to provide updated construction schedules and progress reports. Chestnut shall: (i) designate one representative to be the point of contact regarding all construction issues ("Contact Person"), who shall make themselves available to the Advisory Board and the Association during normal business hours during construction; and (ii) provide an emergency after-hours contact number.

b. In addition to using some portions of the existing parking lots on Lot Two, Chestnut may create a temporary parking area south of Cemetery Road for additional parking for Workers in the area shown on the attached Exhibit C. Reasonable lighting of the parking area shall be provided only during permitted construction hours. Chestnut shall instruct Workers to use this temporary parking area and not to park any vehicles on Chestnut Avenue, Trafalgar Road, Piccadilly Road, Joppa Road, or Greenwood Road. If additional off-site parking is required for Workers, Chestnut agrees to provide a shuttle service from an agreed-upon off-site parking lot to avoid on-street parking by Workers. Upon receiving notice of any violation of this Paragraph 7, Chestnut shall take immediate action to have any offending vehicles moved or towed, at its own expense.

c. Unless necessary for safety or security purposes, Chestnut shall not provide lighting for construction areas, equipment and storage areas, or construction and storage trailers outside of permitted construction hours.

d. No earth moving work, concrete hauling, or demolition shall occur earlier than 8:00 a.m. nor later than 5:30 p.m., Monday through Friday, nor shall any earth moving work, concrete hauling, or demolition occur at any time during the weekend. All other construction activities outside of a fully enclosed building shall commence no earlier than 7:00 a.m. and end no later than 5:30 p.m. Monday to Saturday. Construction work within a fully enclosed building may occur at any time. The parties understand that, occasionally, work may

be done outside of these hours due to weather conditions or other unforeseen circumstances, but Chestnut agrees to work with contractors and subcontractors in an effort to keep work outside of the agreed hours to a minimum. Chestnut shall instruct all Workers to arrive on the site no earlier than 15 minutes prior to the start time for work each day.

e. Chestnut shall not allow any construction or storage trailers located on Lot One or Lot Two to be used for any projects other than construction of the New Facility and the new maintenance building. Chestnut shall cause all construction or storage trailers to be removed within two weeks of completion of construction of the New Facility.

f. Throughout the construction of the New Facility, Chestnut shall instruct all Workers to wash mud from their personal, business, or construction vehicles prior to entering Chestnut Avenue in order to keep Chestnut Avenue, Greenwood Road, and adjacent streets in a clean condition. Chestnut shall provide water hoses as necessary for Workers to comply with this paragraph. Chestnut shall also arrange for a street sweeper to clean Chestnut Avenue once a week during construction.

g. Chestnut shall take care, and shall cause its contractors and subcontractors to take care, to avoid discharges of noxious chemicals, gasses, or fluid during construction of the New Facility and to take immediate action to remedy any such discharges and prevent harm to the surrounding neighborhood. In the event the construction of improvements described in this Agreement causes stormwater runoff to adversely affect adjacent properties, Chestnut shall implement appropriate drainage controls to correct any such adverse effects.

h. Chestnut shall maintain the construction area and property free of debris and trash and shall not allow unsanitary conditions to develop in connection with or as a result of construction activities.

i. Chestnut agrees that if work on construction of the New Facility is discontinued for a period lasting more than seventy-five (75) days (unless attributable to adverse weather conditions or other force majeure), Chestnut shall cause all vehicles, construction and storage trailers, and all other equipment and facilities to be removed from Lot One and Lot Two, unless the parties agree in writing to allowing certain materials and equipment to remain and under what conditions.

8. ASSOCIATION AND ADVISORY BOARD SUPPORT. Provided that Chestnut is in compliance with the covenants and restrictions in this Agreement, the Association, the Advisory Board, the Neighbors, and any property owner signing this Agreement under Paragraph 2(c) shall support Chestnut's proposal to build the New Facility, subject to the terms and conditions of this Agreement and its Exhibits, in any and all proceedings that may be necessary to obtain required governmental approvals for the New Facility; provided, however, that they reserve the right to protest any changes that are not consistent with this Agreement and its Exhibits. Support shall include, but not be limited to, upon request, writing letters of support, appearing at any required administrative hearings, attending meetings with County agencies, and other reasonable actions.

9. BINDING EFFECT AND RECORDATION. The terms and conditions of this Agreement shall become effective and binding upon the parties, on the date and at the time of the execution of this Agreement. This Agreement shall immediately bind Chestnut to the full extent of its equitable interest as contract purchaser of the land; as soon as Chestnut takes legal title to the land in accordance with the Purchase and Sale Agreement, this Agreement 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 Agreement shall be borne by Chestnut.

10. RIGHT TO TERMINATE AGREEMENT. As indicated below, the parties shall have the right to terminate the Agreement with written notice to the other parties after which this Agreement shall terminate and have no further force or effect, and the parties shall be relieved from any and all obligations under this Agreement:

a. Chestnut shall have the right to terminate the Agreement under any of the following circumstances: (1) if the Administrative Law Judge issues an order denying or approving with unacceptable conditions (as determined by Chestnut in its sole discretion) the CRG Plan and associated zoning relief; (2) if the Administrative Law Judge issues an order approving the CRG Plan and associated zoning relief (with no unacceptable conditions), and an appeal is filed challenging that order by anyone other than Chestnut; or (3) if, prior to the issuance of a grading or building permit for the New Facility, Chestnut deems it infeasible for any reason, economic or otherwise, to proceed with the construction of the New Facility. If Chestnut terminates the Agreement under this subparagraph, it waives and relinquishes its right to proceed under the Administrative Law Judge's order.

b. The Advisory Board or the Association shall have the right to terminate the Agreement if, as described in Paragraph 5(e), Baltimore County fails to approve the Chestnut Avenue access point restrictions, and Chestnut thereafter moves forward with a CRG Plan with full access from Mission Helpers Drive to Chestnut Avenue.

11. TERM. The covenants, restrictions, and conditions stated in this Agreement shall commence from the date of execution and, unless terminated earlier in accordance with Paragraph 10, shall remain in effect until December 31, 2057. Regardless of any provision in this Agreement to the contrary, the covenants, restrictions, and conditions contained in Paragraph 4 are not subject to early termination and shall remain in effect until December 31, 2057.

12. ATTORNEY REVIEW. Chestnut shall pay the reasonable attorneys' fees incurred by the Advisory Board or the Association to review and advise regarding this Agreement.

13. CAPTIONS. The captions used in this Agreement are for convenience only and shall not be relied upon in construing this Agreement.

14. AUTHORITY. The parties warrant and represent that they have taken all necessary action required to be taken by their respective charters, by-laws, or other organizational documents to authorize the execution of this Agreement.

15. VOLUNTARY ACT. Each of the parties warrants that it has carefully read and understands this Agreement, is cognizant of the terms hereof, and has had ample time to consult with counsel of its choice regarding its respective rights and obligations in connection herewith.

16. ENTIRE AGREEMENT. This Agreement, which may be executed in counterparts, constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, including the RCA, with respect to the subject matter hereof.

17. AMENDMENTS. This Agreement may be amended by written instrument in a recordable form executed by Chestnut and the Advisory Board after a favorable vote of $\frac{3}{4}$ of the Board members or their successors.

18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Agreement is declared severable.

19. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Maryland. Venue of any litigation relating to this Agreement shall be in the courts of Baltimore County, Maryland.

20. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

21. NO WAIVER. Failure, in any instance, to enforce any of the covenants, restrictions, and conditions contained in this Agreement, shall in no event constitute a waiver or estoppel of the right to enforce the same or any other covenant, restriction, or condition in the event of another violation occurring prior or subsequent thereto. In the event any one or more of the covenants, restrictions and conditions herein contained should for any reason be declared invalid, the remaining covenants, restrictions or conditions shall continue in full force and effect.

22. ENFORCEMENT.

a. Except for alleged violations of Paragraphs 5 and 7, any legal action to enforce this Agreement shall be limited to injunctive or declaratory relief, and no party shall be entitled to recover damages through such action. If any party to this Agreement, or any party's successor, is required to institute legal action to enforce the terms of this Agreement, and is successful thereafter in obtaining enforcement of the Agreement (whether by judgment or by settlement or if counsel is a factor in achieving success), that party or successor shall be entitled

to recover reasonable attorneys' fees and court costs of the action from the person or entity against whom enforcement is obtained. Except for alleged violations of Paragraphs 5 and 7, as a prerequisite to the recovery of fees under this paragraph, the person or entity seeking enforcement shall serve the alleged violator of the Agreement with written notice of the violation, and only if the alleged violator has failed to remedy or to make substantial progress toward remedying the violation within sixty (60) days after receipt of this notice, may legal action be instituted. The parties by written agreement may extend this period by additional periods of sixty (60) days.

b. The following enforcement procedures shall be utilized in the event of an alleged violation of Paragraph 5:

1. The provisions of Paragraph 5 may be enforced by the Advisory Board or the Association.

2. The Advisory Board or the Association shall provide Chestnut with written notice of the alleged violation within twenty-four (24) hours of the alleged violation. Chestnut shall have ninety-six (96) hours from receipt of the written notice to initiate corrective action.

3. If corrective action is not initiated within ninety-six (96) hours of receipt of the written notice by Chestnut, Chestnut shall be liable for liquidated damages as set forth in subparagraph (4) below for the violation and any continuing violations thereof during the course of this Agreement.

4. The parties agree that liquidated damages shall be recoverable by the Advisory Board or the Association during the course of this Agreement in any proceeding in a court of competent jurisdiction in the following amounts: Chestnut shall be liable for liquidated damages in the amount of Five Hundred Dollars (\$500) per week for the first occurrence of the violation; One Thousand Dollars (\$1,000) per week for the second occurrence of the violation; and One Thousand Five Hundred Dollars (\$1,500) per week for the third and each subsequent occurrence of the violation.

5. The enforcement of this Paragraph 5 may be made by injunction to or by damage suit in a court of competent jurisdiction and the alleged violations of this provision may be the subject matter of the damage suit to determine the extent of liquidated damages as a result of any and all cumulative breaches thereof.

6. In connection with the foregoing, the parties acknowledge that: (a) violation of or non-compliance with the provisions of Paragraph 5 will cause loss or damage to the Advisory Board and/or the Association; (b) the amount of loss or damage likely to be incurred is difficult to estimate or calculate precisely; (c) the amounts specified in this Paragraph 22(b) bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss or damage likely to be incurred; (d) one of the reasons the parties have agreed to such amounts is the uncertainty and cost of litigation regarding the question of actual loss or

damage; and (e) the parties are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

c. The following enforcement procedures shall be utilized in the event of an alleged violation of Paragraph 7:

1. The provisions of Paragraph 7 may be enforced by the Advisory Board.

2. The Advisory Board shall provide Chestnut with written notice of the alleged violation within twenty-four (24) hours of the alleged violation. Chestnut shall have forty-eight (48) hours from receipt of the written notice to correct the violation.

3. If the alleged violation is not corrected within forty-eight (48) hours of receipt of the written notice by Chestnut, Chestnut shall be liable for liquidated damages as set forth in subparagraph (4) below for the violation and any continuing violations thereof during the course of this Agreement.

4. The parties agree that liquidated damages shall be recoverable by the Advisory Board during the course of this Agreement in a proceeding in a court of competent jurisdiction in the following amounts: Five Hundred Dollars (\$500) for the first day of the first occurrence of the violation; One Thousand Dollars (\$1,000) for the second day of the first occurrence of the violation; ; One Thousand Five Hundred Dollars (\$1,500) per day for the third and each subsequent day of the first occurrence of the violation; and One Thousand Five Hundred Dollars (\$1,500) per day for each day of the second and subsequent occurrences of the violation.

5. The enforcement of this Paragraph 7 may be made by injunction to or by damage suit in a court of competent jurisdiction and the alleged violations of this provision may be the subject matter of the damage suit to determine the extent of liquated damages as a result of any and all cumulative breaches thereof.

6. In connection with the foregoing, the parties acknowledge that: (a) violation of or non-compliance with the provisions of Paragraph 7 will cause loss or damage to the Advisory Board; (b) the amount of loss or damage likely to be incurred is difficult to estimate or calculate precisely; (c) the amounts specified in this Paragraph 22(c) bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss or damage likely to be incurred; (d) one of the reasons the parties have agreed to such amounts is the uncertainty and cost of litigation regarding the question of actual loss or damage; and (e) the parties are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

7. In an effort to avoid inconveniences from construction, Chestnut agrees to the following measures: (1) upon request, provide yard signs to the Advisory Board to discourage trespassing or parking on private property during construction; and (2) reimburse any Neighbor for reasonable and verified costs for necessary and appropriate repairs of physical

damage to private property caused by Chestnut's contractor and its employees. Before seeking relief under this provision, the Neighbor shall notify the Contact Person of the alleged damage and give the Contact Person a reasonable opportunity to respond.

23. PROGRESS MEETINGS. Chestnut shall schedule meetings with the Advisory Board at least four (4) times per year, as required by BCZR Section 432.3.F (Exhibit D), except that any one or more of these required meetings may be waived with the express written approval of both Chestnut and the Advisory Board. Any party may request one or more additional meetings, at which members of the Association and/or the Advisory Board, Chestnut, the Neighbors, or other interested persons may be in attendance; however, none of these additional meetings shall be considered to fulfill or diminish the obligations of the preceding sentence.

LIST OF EXHIBITS:

EXHIBIT A: Blakehurst Life Care Community 2nd Material Amendment/7th Amended
CRG plan and Plan to Accompany Zoning Petitions

EXHIBIT B: Schematic Landscape Plan (dated 12/22/21)

EXHIBIT C: Aerial Image Showing Location of New Maintenance Building and Temporary
Parking South of Cemetery Road

EXHIBIT D: BCZR Section 432.3.F (1988 ed.)

IN WITNESS WHEREOF, the parties have caused this SECOND RESTRICTIVE COVENANT AGREEMENT to be executed.

**THE CHESTNUT REAL ESTATE
PARTNERSHIP**

By: CHESTNUT VILLAGE LLC
an Iowa limited liability company,
General Partner of The Chestnut Real Estate
Partnership

By: Allison D. Pendray
SVP, [POSITION]

By: WEST JOPPA ROAD LIMITED
PARTNERSHIP
a Maryland limited partnership,
General Partner of The Chestnut Real Estate
Partnership

By: ROSEDALE CARE, INC.
a Maryland corporation,
General Partner of West Joppa Road
Limited Partnership

By: _____, its
Vice President

By: CONTINENTAL CARE, INC.
A Maryland corporation,
General Partner of West Joppa Road
Limited Partnership

By: _____, its
President

IN WITNESS WHEREOF, the parties have caused this SECOND RESTRICTIVE COVENANT AGREEMENT to be executed.


**THE CHESTNUT REAL ESTATE
PARTNERSHIP**

By: CHESTNUT VILLAGE LLC
an Iowa limited liability company,
General Partner of The Chestnut Real Estate
Partnership

By: _____,
_____, [POSITION]

By: WEST JOPPA ROAD LIMITED
PARTNERSHIP
a Maryland limited partnership,
General Partner of The Chestnut Real Estate
Partnership

By: ROSEDALE CARE, INC.
a Maryland corporation,
General Partner of West Joppa Road
Limited Partnership

By: 
Thomas F. Muller, III, its
Vice President

By: CONTINENTAL CARE, INC.
A Maryland corporation,
General Partner of West Joppa Road
Limited Partnership

By: _____,
_____, its
President

IN WITNESS WHEREOF, the parties have caused this SECOND RESTRICTIVE COVENANT AGREEMENT to be executed.

**THE CHESTNUT REAL ESTATE
PARTNERSHIP**

By: CHESTNUT VILLAGE LLC
an Iowa limited liability company,
General Partner of The Chestnut Real Estate
Partnership

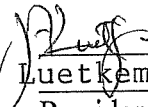
By: _____,
_____, [POSITION]

By: WEST JOPPA ROAD LIMITED
PARTNERSHIP
a Maryland limited partnership,
General Partner of The Chestnut Real Estate
Partnership

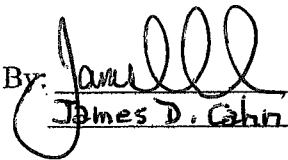
By: ROSEDALE CARE, INC.
a Maryland corporation,
General Partner of West Joppa Road
Limited Partnership

By: _____,
_____, its
Vice President

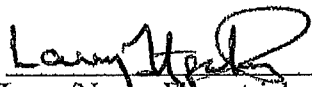
By: CONTINENTAL CARE, INC.
A Maryland corporation,
General Partner of West Joppa Road
Limited Partnership

By: 
John A. Luetkemeyer, Jr., its
President

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

By:  (SEAL)
James D. Cahin, President

Section 432.3.F ADVISORY BOARD

By:  (SEAL)
Larry/Nancy Fitzpatrick
614 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
William/Jennifer Ashley
620 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Herbert/Miriam Mittenthal
507 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Charles/Molleson O'Donovan
600 Greenwood Road,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Pedro Sfeir/Camila Arbelaez
623 Chestnut Avenue,
individually and as a member of
the Advisory Board

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

By: _____ (SEAL)
_____, President

Section 432.3.F ADVISORY BOARD

By: Larry/Nancy Fitzpatrick (SEAL)
Larry/Nancy Fitzpatrick
614 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
William/Jennifer Ashley
620 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Herbert/Miriam Mittenthal
507 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Charles/Molleson O'Donovan
600 Greenwood Road,
individually and as a member of
the Advisory Board

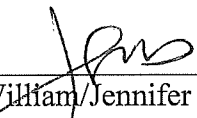
By: _____ (SEAL)
Pedro Sfeir/Camila Arbelaez
623 Chestnut Avenue,
individually and as a member of
the Advisory Board

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

By: _____ (SEAL)
_____, President

Section 432.3.F ADVISORY BOARD

By: _____ (SEAL)
Larry/Nancy Fitzpatrick
614 Chestnut Avenue,
individually and as a member of
the Advisory Board

By:  _____ (SEAL)
William/Jennifer Ashley
620 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Herbert/Miriam Mittenthal
507 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Charles/Molleson O'Donovan
600 Greenwood Road,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Pedro Montuenga Sfeir/
Camila Henao Arbelaez
623 Chestnut Avenue,
individually and as a member of
the Advisory Board

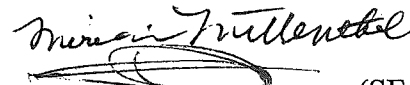
**RUXTON-RIDERWOOD-LAKE ROLAND
AREA IMPROVEMENT ASSOCIATION, INC.**

By: _____ (SEAL)
_____, President

Section 432.3.F ADVISORY BOARD

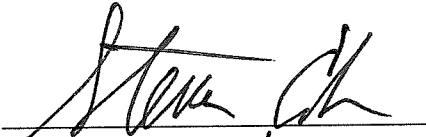
By: _____ (SEAL)
Larry/Nancy Fitzpatrick
614 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
William/Jennifer Ashley
620 Chestnut Avenue,
individually and as a member of
the Advisory Board

By:  (SEAL)
Herbert/Miriam Mittenenthal
507 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Charles/Molleson O'Donovan
600 Greenwood Road,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Pedro Sfeir/Camila Arbelaez
623 Chestnut Avenue,
individually and as a member of
the Advisory Board


Steven Cohen

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


By: _____ (SEAL)
_____, President

Section 432.3.F ADVISORY BOARD

By: _____ (SEAL)
Larry/Nancy Fitzpatrick
614 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
William/Jennifer Ashley
620 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Herbert/Miriam Mittenthal
507 Chestnut Avenue,
individually and as a member of
the Advisory Board

By:  _____ (SEAL)
Charles/Molleson O'Donovan
600 Greenwood Road,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Pedro Sfeir/Camila Arbelaez
623 Chestnut Avenue,
individually and as a member of
the Advisory Board

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

By: _____ (SEAL)
_____, President

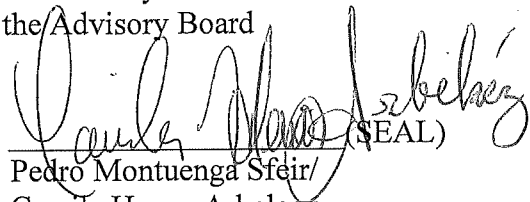
Section 432.3.F ADVISORY BOARD

By: _____ (SEAL)
Larry/Nancy Fitzpatrick
614 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
William/Jennifer Ashley
620 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Herbert/Miriam Mittenthal
507 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Charles/Molleson O'Donovan
600 Greenwood Road,
individually and as a member of
the Advisory Board

By:  (SEAL)
Pedro Montuenga Sfeir/
Camila Henao Arbelaez
623 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: Elizabeth Sexton (SEAL)
Carlton/Elizabeth Sexton
600 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
Gordon/Barbara Shelton
500 Greenwood Road,
individually and as a member of
the Advisory Board

By: _____ (SEAL)
John/Kristen Kelley
602 Chestnut Avenue,
individually and as a member of
the Advisory Board

Signing pursuant to Paragraph 2(c):

By: _____ (SEAL)
Susan Nachman/Michael Jankowski
625 Chestnut Avenue

By: _____ (SEAL)
William/Karen Meyer
626 Chestnut Avenue

By: _____ (SEAL)
Cailin Quinn
627 Chestnut Avenue


By: _____ (SEAL)
Herbert/Kathalee O'Connor
626 Chestnut Avenue

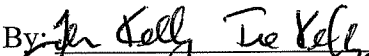
By: _____ (SEAL)

Carlton/Elizabeth Sexton
600 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)

Gordon/Barbara Shelton
500 Greenwood Road,
individually and as a member of
the Advisory Board

_____

By:  (SEAL)

John/Kristen Kelly
602 Chestnut Avenue,
individually and as a member of
the Advisory Board

Signing pursuant to Paragraph 2(c):

By: _____ (SEAL)

Susan Nachman/Michael Jankowski
625 Chestnut Avenue

By: _____ (SEAL)

William/Karen Meyer
626 Chestnut Avenue

By: _____ (SEAL)

Cailin Quinn
627 Chestnut Avenue

By: _____ (SEAL)

Herbert/Kathalee O'Connor
626 Chestnut Avenue

THE CHESTNUT PARTNERSHIP
STATE OF IOWA, COUNTY OF POLK, to wit:

I HEREBY CERTIFY that on this 10 day of JUNE, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
ALLISON PAJAZETOVIC, who acknowledged that he is an authorized representative of THE
CHESTNUT PARTNERSHIP, a Maryland general partnership, and that he/she, on behalf of
such Partnership, being authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of the Partnership by himself/herself as its authorized
representative.

AS WITNESS my hand and notarial seal.

Mirela Pajazetovic
Notary Public

My Commission Expires:



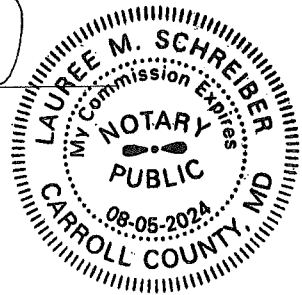
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of June, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
Thomas F. Mullan, III who acknowledged that he is an authorized representative of THE
CHESTNUT PARTNERSHIP, a Maryland general partnership, and that he/she, on behalf of
such Partnership, being authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of the Partnership by himself/herself as its authorized
representative.

AS WITNESS my hand and notarial seal.

Lauree M. Schreiber
Notary Public

My Commission Expires: August 5, 2024



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

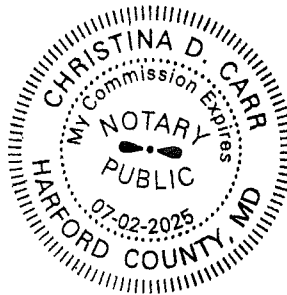
I HEREBY CERTIFY that on this 6th day of June, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
John A. Suettermeyer, Jr., who acknowledged that he is an authorized representative of THE
CHESTNUT PARTNERSHIP, a Maryland general partnership, and that he/she, on behalf of
such Partnership, being authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of the Partnership by himself/herself as its authorized
representative.

AS WITNESS my hand and notarial seal.

Christina D. Carr
Notary Public

My Commission Expires:

7-2-2025



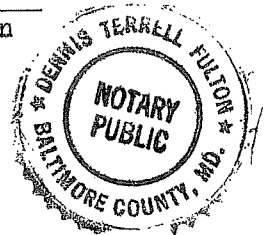
THE CHESTNUT PARTNERSHIP
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 8TH day of JUNE, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
James D. Cahn, who acknowledged that he/~~she~~ is the President of the RUXTON-
RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC., an
incorporated neighborhood association, and that he/she, as such President, being authorized so to
do, executed the foregoing instrument for the purposes therein contained, by signing the name of
the Corporation by himself/herself as President.

AS WITNESS my hand and notarial seal.

Dennis Terrell Fulton
Notary Public Dennis Terrell Fulton

My Commission Expires: OCTOBER 11, 2024



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 26th day of May, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
LARRY FITZPATRICK, known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within Agreement, and acknowledged that he/she executed the same for the
purpose therein contained.

AS WITNESS my hand and notarial seal.

Dianna Carrow
Notary Public

My Commission Expires:

10/30/2022

DIANNA LYNN CARROW
NOTARY PUBLIC
BALTIMORE COUNTY, MARYLAND
My Commission Expires 10/30/2022

Larry/Nancy Fitzpatrick
614 Chestnut Avenue

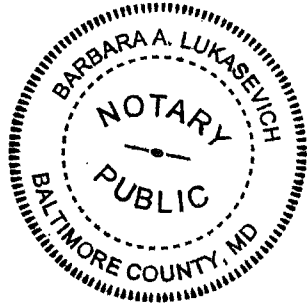
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of June, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
Jennifer Ashley, known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within Agreement, and acknowledged that he/she executed the same for the
purpose therein contained.

AS WITNESS my hand and notarial seal.

Barbara A. Lukasevich
Notary Public

My Commission Expires: 3.19.2026




William/Jennifer Ashley
620 Chestnut Avenue

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

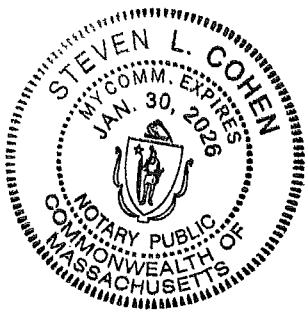
I HEREBY CERTIFY that on this 16 day of May, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
Herbert Mittenenthal known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within Agreement, and acknowledged that he/she executed the same for the
purpose therein contained.

AS WITNESS my hand and notarial seal.



Notary Public

My Commission Expires:



Herbert/Miriam Mittenenthal
507 Chestnut Avenue

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

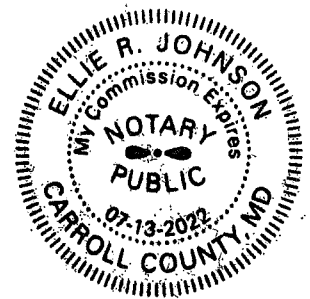
I HEREBY CERTIFY that on this 25 day of May, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
Charlie O'Donovan, known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within Agreement, and acknowledged that he/she executed the same for the
purpose therein contained.

AS WITNESS my hand and notarial seal.

Ellie R. Johnson
Notary Public

My Commission Expires:

7-13-2022



Charles/Molleson O'Donovan
600 Greenwood Road

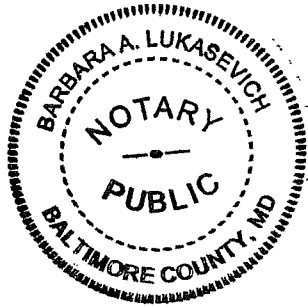
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of June, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
Camila Henao Arbelaez known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within Agreement, and acknowledged that he/she executed the same for the
purpose therein contained.

AS WITNESS my hand and notarial seal.

Barbara A. Lukasevich
Notary Public

My Commission Expires: 3/19/2026



Pedro Montuenga Sfeir/Camila Henao Arbelaez
623 Chestnut Avenue

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

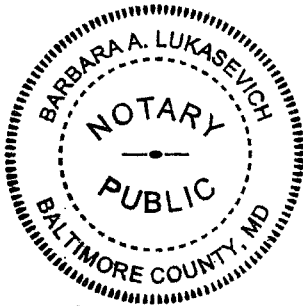
I HEREBY CERTIFY that on this 23rd day of May, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
Betsy Sexton, known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within Agreement, and acknowledged that he/she executed the same for the
purpose therein contained.

AS WITNESS my hand and notarial seal.

Barbara A. Lukasevich
Notary Public

My Commission Expires:

3/19/2024



Carlton/Elizabeth Sexton
600 Chestnut Avenue

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2 day of June, 2022,
before me, a Notary Public in and for the State aforesaid, personally appeared
John & Kristen Kelly, known to me (or satisfactorily proven) to be the person whose name is
subscribed to the within Agreement, and acknowledged that he/she executed the same for the
purpose therein contained.

AS WITNESS my hand and notarial seal.

Cheryl R. Scott
Notary Public

My Commission Expires: 3/13/2024



John/Kristen Kelly
602 Chestnut Avenue

By: _____ (SEAL)

Carlton/Elizabeth Sexton
600 Chestnut Avenue,
individually and as a member of
the Advisory Board

By: _____ (SEAL)

Gordon/Barbara Shelton
500 Greenwood Road,
individually and as a member of
the Advisory Board

By: _____ (SEAL)

John/Kristen Kelley
602 Chestnut Avenue,
individually and as a member of
the Advisory Board

Signing pursuant to Paragraph 2(c):

William K. Meyer

By: _____ (SEAL)

Susan Nachman/Michael Jankowski
625 Chestnut Avenue

Herbert O'Connor

By: William K. Meyer (SEAL)

William/Karen Meyer
626 Chestnut Avenue

[Signature]

By: _____ (SEAL)

Caflin Quinn
627 Chestnut Avenue

William K. Meyer

By: Herbert O'Connor (SEAL)

Herbert/Kathalee O'Connor
626 Chestnut Avenue

William S. Meyer

William S. Meyer

By: [Signature] (SEAL)
Michael/Julie Trumbauer
629 Chestnut Avenue

By: [Signature] (SEAL)
Michael/Ruth Farrell
635 Chestnut Avenue

By: _____ (SEAL)
Donald/Leslie Symington
637 Chestnut Avenue

By: _____ (SEAL)
John Daly IV
817 West Joppa Road

By: _____ (SEAL)
James/Elisabeth Tisdale
815 West Joppa Road

By: _____ (SEAL)
Rudolph/Marcella Bayer
826 Trafalgar Road

By: _____ (SEAL)

Michael/Julie Trumbauer
629 Chestnut Avenue

By: _____ (SEAL)

Michael/Ruth Farrell
635 Chestnut Avenue

Fefe Nunkoni

By: Leslie Symington (SEAL)

Donald/Leslie Symington
637 Chestnut Avenue

William K. Meyer

By: John Daly IV (SEAL)

John Daly IV
817 West Joppa Road

Karin T Meyer
Elisabeth Tisdale

By: James/Elisabeth Tisdale (SEAL)

James/Elisabeth Tisdale
815 West Joppa Road

By: _____ (SEAL)

Rudolph/Marcella Bayer
826 Trafalgar Road

By: _____ (SEAL)

Michael/Julie Trumbauer
629 Chestnut Avenue

By: _____ (SEAL)

Michael/Ruth Farrell
635 Chestnut Avenue

By: _____ (SEAL)

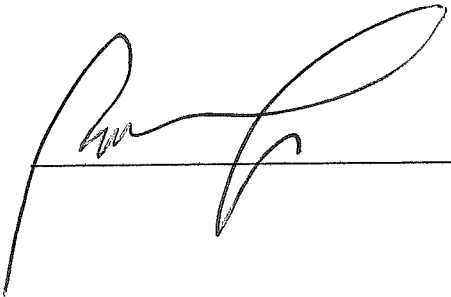
Donald/Leslie Symington
637 Chestnut Avenue

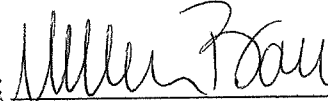
By: _____ (SEAL)

John Daly IV
817 West Joppa Road

By: _____ (SEAL)

James/Elisabeth Tisdale
815 West Joppa Road

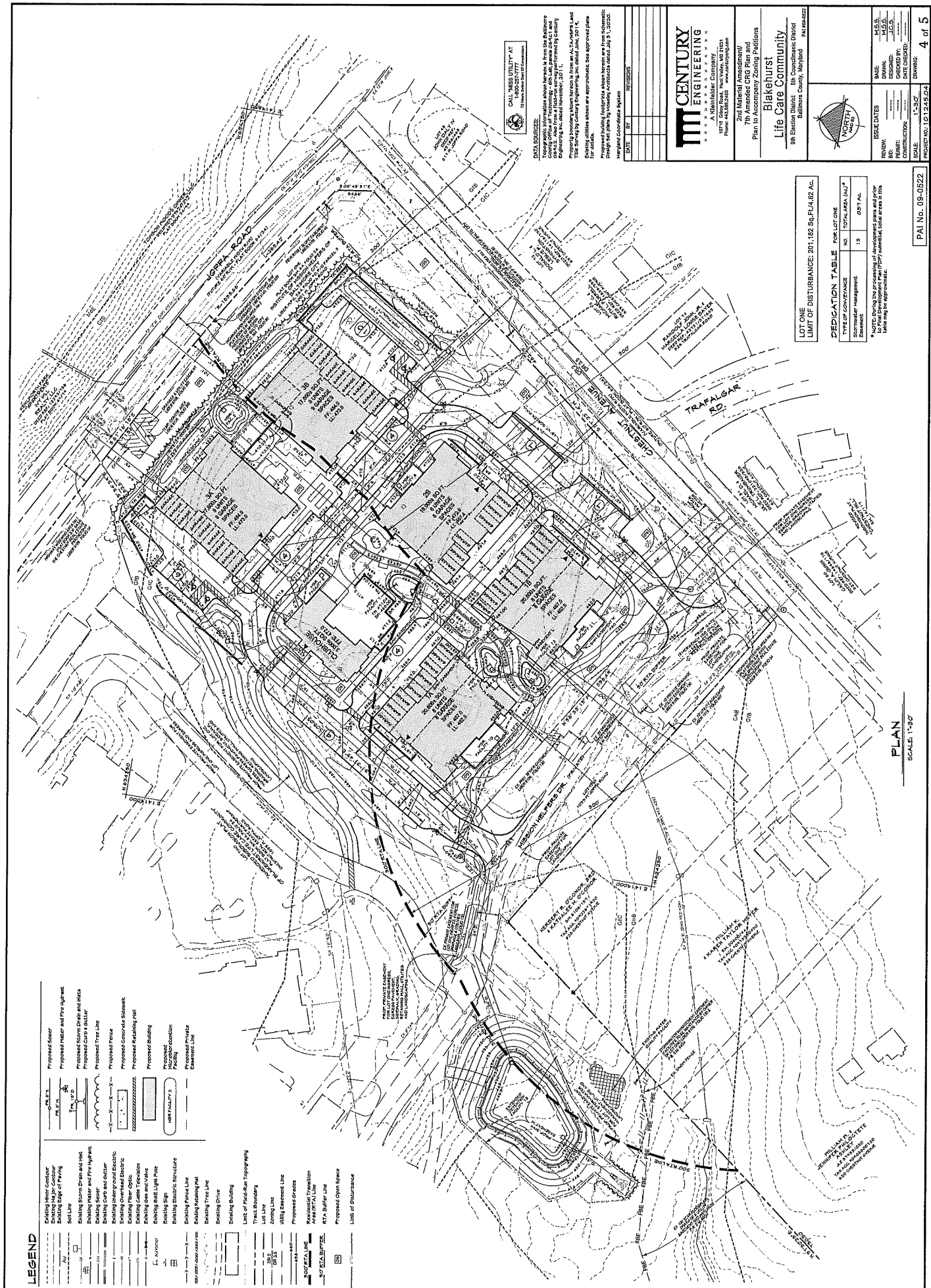
A large, stylized handwritten signature in black ink, appearing to read 'Rudolf/Marcella Bayer', is written over a horizontal line.

By:  (SEAL)

Rudolph/Marcella Bayer
826 Trafalgar Road

LEGEND

- Existing Water Contour
- Proposed Water Contour
- Existing Edge of Road
- Proposed Edge of Road
- 10' 12' 15' 18' 21' 24' 27' 30' 33' 36' 39' 42' 45' 48' 51' 54' 57' 60' 63' 66' 69' 72' 75' 78' 81' 84' 87' 90' 93' 96' 99' 102' 105' 108' 111' 114' 117' 120' 123' 126' 129' 132' 135' 138' 141' 144' 147' 150' 153' 156' 159' 162' 165' 168' 171' 174' 177' 180' 183' 186' 189' 192' 195' 198' 201' 204' 207' 210' 213' 216' 219' 222' 225' 228' 231' 234' 237' 240' 243' 246' 249' 252' 255' 258' 261' 264' 267' 270' 273' 276' 279' 282' 285' 288' 291' 294' 297' 300' 303' 306' 309' 312' 315' 318' 321' 324' 327' 330' 333' 336' 339' 342' 345' 348' 351' 354' 357' 360' 363' 366' 369' 372' 375' 378' 381' 384' 387' 390' 393' 396' 399' 402' 405' 408' 411' 414' 417' 420' 423' 426' 429' 432' 435' 438' 441' 444' 447' 450' 453' 456' 459' 462' 465' 468' 471' 474' 477' 480' 483' 486' 489' 492' 495' 498' 501' 504' 507' 510' 513' 516' 519' 522' 525' 528' 531' 534' 537' 540' 543' 546' 549' 552' 555' 558' 561' 564' 567' 570' 573' 576' 579' 582' 585' 588' 591' 594' 597' 600' 603' 606' 609' 612' 615' 618' 621' 624' 627' 630' 633' 636' 639' 642' 645' 648' 651' 654' 657' 660' 663' 666' 669' 672' 675' 678' 681' 684' 687' 690' 693' 696' 699' 702' 705' 708' 711' 714' 717' 720' 723' 726' 729' 732' 735' 738' 741' 744' 747' 750' 753' 756' 759' 762' 765' 768' 771' 774' 777' 780' 783' 786' 789' 792' 795' 798' 801' 804' 807' 810' 813' 816' 819' 822' 825' 828' 831' 834' 837' 840' 843' 846' 849' 852' 855' 858' 861' 864' 867' 870' 873' 876' 879' 882' 885' 888' 891' 894' 897' 900' 903' 906' 909' 912' 915' 918' 921' 924' 927' 930' 933' 936' 939' 942' 945' 948' 951' 954' 957' 960' 963' 966' 969' 972' 975' 978' 981' 984' 987' 990' 993' 996' 999' 1002' 1005' 1008' 1011' 1014' 1017' 1020' 1023' 1026' 1029' 1032' 1035' 1038' 1041' 1044' 1047' 1050' 1053' 1056' 1059' 1062' 1065' 1068' 1071' 1074' 1077' 1080' 1083' 1086' 1089' 1092' 1095' 1098' 1101' 1104' 1107' 1110' 1113' 1116' 1119' 1122' 1125' 1128' 1131' 1134' 1137' 1140' 1143' 1146' 1149' 1152' 1155' 1158' 1161' 1164' 1167' 1170' 1173' 1176' 1179' 1182' 1185' 1188' 1191' 1194' 1197' 1200' 1203' 1206' 1209' 1212' 1215' 1218' 1221' 1224' 1227' 1230' 1233' 1236' 1239' 1242' 1245' 1248' 1251' 1254' 1257' 1260' 1263' 1266' 1269' 1272' 1275' 1278' 1281' 1284' 1287' 1290' 1293' 1296' 1299' 1302' 1305' 1308' 1311' 1314' 1317' 1320' 1323' 1326' 1329' 1332' 1335' 1338' 1341' 1344' 1347' 1350' 1353' 1356' 1359' 1362' 1365' 1368' 1371' 1374' 1377' 1380' 1383' 1386' 1389' 1392' 1395' 1398' 1401' 1404' 1407' 1410' 1413' 1416' 1419' 1422' 1425' 1428' 1431' 1434' 1437' 1440' 1443' 1446' 1449' 1452' 1455' 1458' 1461' 1464' 1467' 1470' 1473' 1476' 1479' 1482' 1485' 1488' 1491' 1494' 1497' 1500' 1503' 1506' 1509' 1512' 1515' 1518' 1521' 1524' 1527' 1530' 1533' 1536' 1539' 1542' 1545' 1548' 1551' 1554' 1557' 1560' 1563' 1566' 1569' 1572' 1575' 1578' 1581' 1584' 1587' 1590' 1593' 1596' 1599' 1602' 1605' 1608' 1611' 1614' 1617' 1620' 1623' 1626' 1629' 1632' 1635' 1638' 1641' 1644' 1647' 1650' 1653' 1656' 1659' 1662' 1665' 1668' 1671' 1674' 1677' 1680' 1683' 1686' 1689' 1692' 1695' 1698' 1701' 1704' 1707' 1710' 1713' 1716' 1719' 1722' 1725' 1728' 1731' 1734' 1737' 1740' 1743' 1746' 1749' 1752' 1755' 1758' 1761' 1764' 1767' 1770' 1773' 1776' 1779' 1782' 1785' 1788' 1791' 1794' 1797' 1800' 1803' 1806' 1809' 1812' 1815' 1818' 1821' 1824' 1827' 1830' 1833' 1836' 1839' 1842' 1845' 1848' 1851' 1854' 1857' 1860' 1863' 1866' 1869' 1872' 1875' 1878' 1881' 1884' 1887' 1890' 1893' 1896' 1899' 1902' 1905' 1908' 1911' 1914' 1917' 1920' 1923' 1926' 1929' 1932' 1935' 1938' 1941' 1944' 1947' 1950' 1953' 1956' 1959' 1962' 1965' 1968' 1971' 1974' 1977' 1980' 1983' 1986' 1989' 1992' 1995' 1998' 2001' 2004' 2007' 2010' 2013' 2016' 2019' 2022' 2025' 2028' 2031' 2034' 2037' 2040' 2043' 2046' 2049' 2052' 2055' 2058' 2061' 2064' 2067' 2070' 2073' 2076' 2079' 2082' 2085' 2088' 2091' 2094' 2097' 2100' 2103' 2106' 2109' 2112' 2115' 2118' 2121' 2124' 2127' 2130' 2133' 2136' 2139' 2142' 2145' 2148' 2151' 2154' 2157' 2160' 2163' 2166' 2169' 2172' 2175' 2178' 2181' 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[illegible]

SCALE: 1"=60'

Patent Litigation—A federal court in California has approved a \$100 million judgment against the U.S. Patent & Trademark Office (USPTO). The USPTO filed a lawsuit against the Patent Trial and Appeal Board (PTAB) in January 2014. The PTAB has been sued for allegedly failing to properly review and grant patents. On June 6, 2015, the U.S. District Court in San Jose, California, ruled in favor of the PTAB. The court found that the USPTO had failed to properly review and grant patents. The court ordered the USPTO to pay the PTAB \$100 million in damages. The court also ordered the USPTO to pay the PTAB's legal fees. The court's decision is a significant victory for the PTAB and a major setback for the USPTO. The USPTO has appealed the court's decision. The case is currently on appeal to the Ninth Circuit Court of Appeals.

resistance to insect feeding and the increased feeding rate of the beet weevils on the treated seed. The authors also reported a 27% increase in the seedling emergence rate in the treated seed. The authors also reported a 27% increase in the seedling emergence rate in the treated seed. The authors also reported a 27% increase in the seedling emergence rate in the treated seed.

Developer/Petitioner has agreed to restrict use of the Check-out A variety access point from Mission to Jagers Drive to emergency use as described in the Fiscal Rest/ich's Consent Agreement. All residents, visitors, and employees will utilize the Jagers Road access point.

Thomas S. Mullin, II Contract Purchaser and Developer of the subject property. Careful and diligent review of the above facts has led to the best of my knowledge that there are no other developments with respect to any of the following, the applicant, a person with financial interest in the proposed development, or a person who will perform any contractual services on behalf of the proposed development.

Contract Purchaser/Developer's Signature _____ Date _____

[illegible]

13710 Gilroy Road, Hunt Valley, MD 21031
Phone: 443.580.2400 www.century21.com

7th Amended CRG Plan and

Blakehurst

Life Care Community

Baltimore County, Maryland

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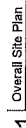
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 PROJECT: _____

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E-	DRAWING
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40'E47 | 01 50N143

APPENDIX A



1000

PLANTING UNITS (PIU) PROVIDED

EXHIBIT B

**Schematic Landscape Plan
Certification Form**

This Schematic Landscape Plan is valid only for a landscape architect and certified by my signature below as being in accordance with all county agency landscape architectural standards.

Mark E. Blum, Jr. 12/22/21 Mark E. Blum, Jr.
Architect/Engineer Date First Name

Landscape Architect (Print name as above)

PAI No. 09-0522

[illegible]

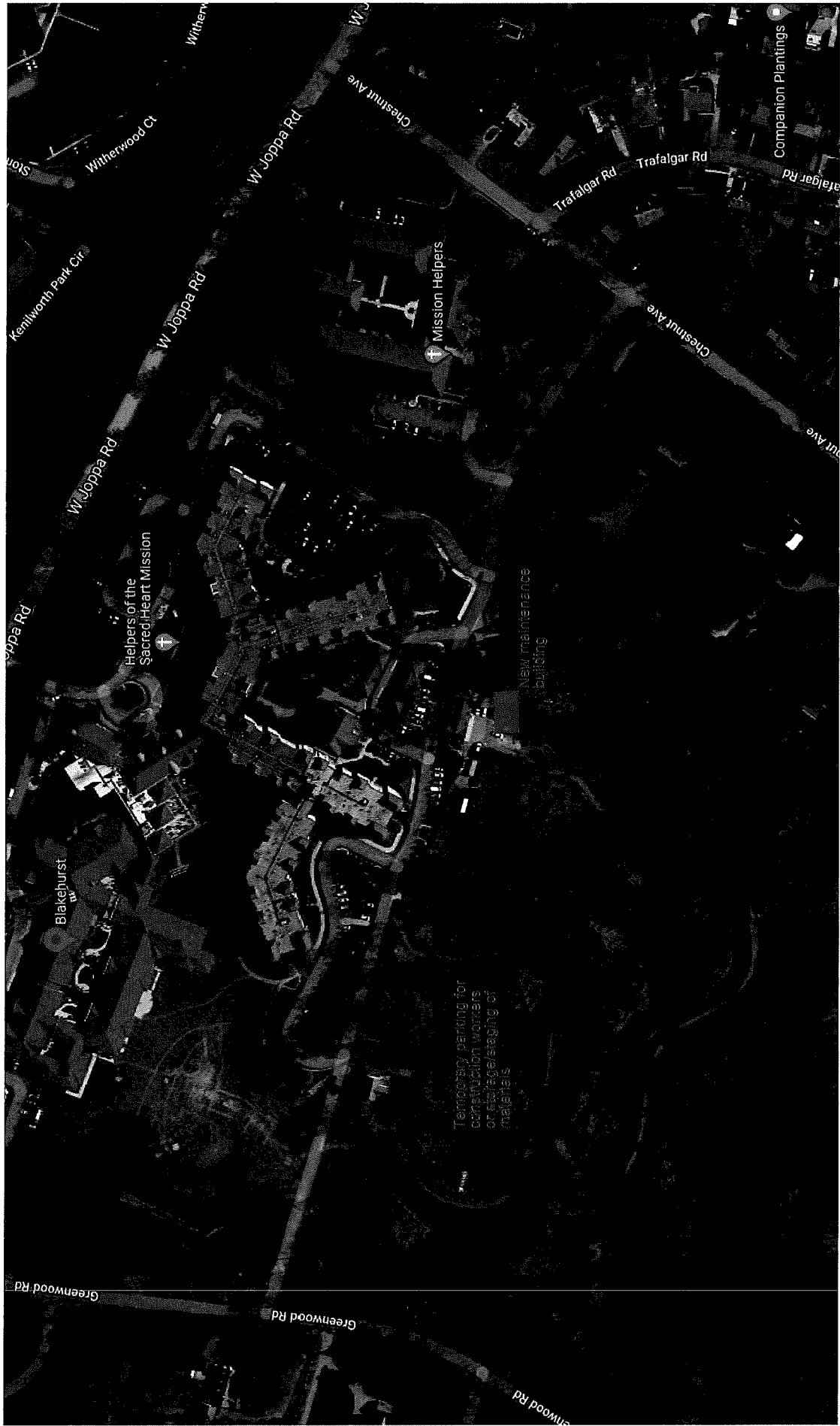


EXHIBIT C

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
LEGISLATIVE SESSION 1988, LEGISLATIVE DAY NO. 6

Connected 5/

BILL NO. 36-88

MS. BARBARA F. BACHUR, COUNCILWOMAN

BY THE COUNTY COUNCIL, MARCH 21, 1988

A BILL ENTITLED

AN ACT concerning

Elderly Housing Facilities

FOR the purpose of amending the Baltimore County Zoning Regulations in order to define certain types of facilities for the housing of the elderly; permitting these facilities in certain residential zones of the County, either by right or by special exception; providing for such facilities established in connection with a hospital; permitting certain of these facilities to be developed under certain conditions on a property which contains institutional or historic buildings; authorizing the modification or waiver of certain of the Zoning Regulations when applied to such facilities; providing for parking requirements; and generally relating to elderly housing facilities in Baltimore County.

BY repealing

Section 101 - Definitions; the definition of Housing for the Elderly and Life Care Facility or Continuing Care Facility, Baltimore County Zoning Regulations, as amended.

BY repealing and re-enacting, with amendments,

Section 101-Definitions, by adding the definitions of Assisted Living Facility, Continuing Care Facility, Housing for the Elderly, and Elderly Housing Facility, Baltimore County Zoning Regulations, as amended

BY adding

Section 432
Baltimore County Zoning Regulations, as amended

BY repealing, and re-enacting, with amendments

Sections 1A04.4, 1B01.1.A.1, 1B01.1.C., 1B01.2.C.1., 1B02.2.A.,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter stricken from existing law.
~~Strike-out~~ indicates matter stricken from bill.
Underlining indicates amendments to bill.

*Effective Date
6/13/1988*

1. 2. THE BALANCE OF THE TRACT OUTSIDE OF THE BUILDING
2. ENVELOPE, WILL BE USED ONLY FOR SUCH OPEN SPACE AND RECREATIONAL USES AS
3. ARE PERMITTED BY RIGHT OR BY SPECIAL EXCEPTION IN D.R. ZONES;

4. 3. THE DEVELOPMENT WILL NOT BE DETRIMENTAL TO THE USE,
5. PEACEFUL ENJOYMENT, ECONOMIC VALUE OR DEVELOPMENT OF SURROUNDING
6. PROPERTIES AND THE GENERAL NEIGHBORHOOD; AND

7. 4. THE DENSITY INCREASE WILL SATISFY ALL OTHER CRITERIA
8. STATED IN SECTION 502.1 OF THESE REGULATIONS.

9. D. UPON ESTABLISHING A HEARING DATE FOR ANY PETITION FOR A
10. SPECIAL EXCEPTION HEREUNDER, THE ZONING COMMISSIONER SHALL PROMPTLY
11. FORWARD A COPY OF THE PETITION TO THE COUNTY LANDMARKS PRESERVATION
12. COMMISSION FOR REVIEW AND COMMENT WITH REGARD TO HISTORIC PRESERVATION
13. FACTORS. AT THE HEARING, THE ZONING COMMISSIONER SHALL CONSIDER IN
14. EVIDENCE WITHOUT TESTIMONY THEREFO, ABSENT OBJECTION BY ANY PARTY TO
15. THE CASE, ANY COMMENTS FROM THE DIRECTOR OF PLANNING AND ZONING OR THE
16. COUNTY LANDMARKS PRESERVATION COMMISSION OR ANY DULY SUBMITTED RELEVANT
17. REPORT OR COMMENTS FROM ANY OTHER COUNTY DEPARTMENT OR AGENCY. IF AN
18. OBJECTION IS MADE BY ANY PARTY, THE ITEM SHALL BE ENTERED BY TESTIMONY
19. OF A PROPER WITNESS, WHO SHALL BE NOTIFIED BY THE ZONING COMMISSIONER.

20. E. IN APPROVING A DENSITY INCREASE HEREUNDER, THE ZONING
21. COMMISSIONER SHALL SPECIFY THE DENSITY APPROVED, WHICH MAY NOT EXCEED
22. THE MAXIMUM GROSS RESIDENTIAL DENSITY PERMITTED IN THE D.R. 16 ZONE.

23. F. THE ZONING COMMISSIONER SHALL REQUIRE AN ELDERLY HOUSING
24. FACILITY WHICH HAS BEEN DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF
25. THIS SUBSECTION TO ATTEMPT TO PROVIDE FOR A SYSTEM OF COMMUNITY
26. PARTICIPATION IN THE FOLLOWING MANNER: THE PETITION FOR SPECIAL
27. EXCEPTION SHALL INCLUDE A STATEMENT THAT A BOARD OF ADVISORS TO THE
28. FACILITY HAS BEEN ESTABLISHED COMPOSED OF MEMBERS SELECTED BY THE
29. BOARDS OF DIRECTORS OF THE COMMUNITIES SURROUNDING THE FACILITY. IF AT
30. THE TIME OF THE FILING OF THE PETITION FOR SPECIAL EXCEPTION, NO SUCH
31. BOARD EXISTS, THE DEVELOPER SHALL SEEK TO ESTABLISH SUCH A BOARD BY

1. SOLICITING MEMBERSHIP BY MEANS OF ADVERTISEMENT. SUCH ADVERTISEMENT
2. SHALL BE PLACED IN A WEEKLY NEWSPAPER SERVING THE COMMUNITY AND SHALL
3. BE AT LEAST 1 1/2 INCHES IN WIDTH AND 2 INCHES IN LENGTH. SUCH
4. ADVISORY BOARD SHALL CONSIST OF AT LEAST 5 MEMBERS SELECTED IN THE
5. MANNER PROVIDED HEREIN AND SHALL BE CONVENED AT LEAST FOUR TIMES PER
6. YEAR. THE FAILURE OF THE ELDERLY HOUSING FACILITY TO SUCCESSFULLY
7. ESTABLISH THE BOARD OF ADVISORS SHALL NOT INVALIDATE THE GRANTING OF
8. THE SPECIAL EXCEPTION OR PREVENT THE GRANTING OF THE SPECIAL EXCEPTION,
9. IF SUCH FAILURE RESULTS FROM THE REFUSAL OF THE COMMUNITY MEMBERS TO
10. PARTICIPATE.

11. G. IF A PETITIONER HAS BEEN GRANTED AN INCREASE IN DENSITY FOR
12. A PROPERTY UNDER THE PROVISIONS OF THIS SUBSECTION, AND IF A FINANCIAL
13. FAILURE OF THE ELDERLY HOUSING FACILITY SUBSEQUENTLY OCCURS, IN ORDER
14. TO DETERMINE AN APPROPRIATE REUSE THE OWNER OF THE PROPERTY SHALL FILE
15. A PETITION FOR SPECIAL HEARING, PURSUANT TO SECTION 500.7. IF THE
16. PROPOSED USE REQUIRES A SPECIAL EXCEPTION FROM THE DENSITY ALLOWED BY
17. THE BASE ZONE DESIGNATION, A PETITION FOR SPECIAL EXCEPTION MAY BE
18. FILED AND HEARD SIMULTANEOUSLY WITH THE PETITION FOR SPECIAL HEARING.
19. THE FINANCIAL RECORDS OF THE FAILED FACILITY SHALL ACCOMPANY THE
20. PETITION.

21. H. NEITHER THE USE OF THE PROPERTY FOR AN ELDERLY HOUSING
22. FACILITY NOR THE INCREASED DENSITY GRANTED UNDER THIS SUBSECTION MAY BE
23. CONSIDERED AS EVIDENCE OF "SUBSTANTIAL CHANGE IN THE CHARACTER OF THE
24. NEIGHBORHOOD" FOR THE PURPOSE OF INTERIM REZONING CLASSIFICATIONS OF
25. OTHER PROPERTY IN THE NEIGHBORHOOD.

26. 432.4 PROVISIONS FOR MODIFYING OR WAIVING THE
27. RESIDENTIAL TRANSITION AREA RESTRICTIONS FOR ELDERLY HOUSING FACILITY
28. DEVELOPMENTS.

29. THE ZONING COMMISSIONER MAY, BY SPECIAL EXCEPTION,
30. NOTWITHSTANDING SUBPARAGRAPH 1B01.1.B.1.b.7., MODIFY OR WAIVE THE