SECOND AMENDMENT TO AGREEMENTS OF RESTRICTIVE COVENANTS

THIS SECOND AMENDMENT TO AGREEMENTS OF RESTRICTIVE COVENANTS (the "Second Amendment") is made this 13 day of 101, 2018, by and among CALVERT SCHOOL, INCORPORATED ("Calvert"); TUSCANY-CANTERBURY NEIGHBORHOOD ASSOCIATION ("TCNA"); TUSCANY-LOMBARDY COMMUNITY CORPORATION ("TLCC"); THE GARDENS OF GUILFORD CONDOMINIUM, INC. ("The Gardens"); and THE RIDGEMEDE AND THE RIDGEWOOD CONDOMINIUM ASSOCIATION, INC. ("Ridgemede"). Sometimes TCNA, TLCC, The Gardens, and Ridgemede are referred to herein collectively as the "Association".

EXPLANATORY STATEMENT

- A. Calvert and TCNA entered into an Agreement of Restrictive Covenants dated June 21, 2001 and recorded among the Land Records of Baltimore City, Maryland (the "Land Records") in Liber F.M.C. 1562, folio 53, as amended by a First Amendment to Agreements of Restrictive Covenants dated August 25, 2008, and recorded among the Land Records at F.M.C. 10952, folio 06 (together, the "TCNA Agreement"), wherein and whereby certain agreements were made with respect to the use of Calvert Property concerning, among other things, acquisition of additional property within the confines of Tuscany-Canterbury as defined in Article 1, Section 1.14 of the TCNA Agreement.
- B. Calvert, TLCC and The Gardens entered into an Agreement of Restrictive Covenants dated June 20, 2001 and recorded among the Land Records in Liber F.M.C. 1562, folio 35, as amended by a First Amendment to Agreements of Restrictive Covenants dated August 4, 2008, and recorded among the Land Records at F.M.C. 10952, folio 06 (together, the "TLCC/Gardens Agreement") wherein and whereby certain agreements were made with respect to the use of Calvert Property concerning, among other things, acquisition of additional property within the confines of Tuscany-Canterbury as defined in Article 1, Section 1.17 of the TLCC/Gardens Agreement.
- C. Calvert and Ridgemede entered into an Agreement of Restrictive Covenants dated June 20, 2001 and recorded among the Land Records in Liber F.M.C. 1562, folio 19, as amended by a First Amendment to Agreements of Restrictive Covenants dated August 4, 2008, and recorded among the Land Records at F.M.C. 10952, folio 01 (together, the "Ridgemede Agreement"; sometimes referred to herein collectively with the TCNA Agreement and the TLCC/Gardens Agreement as the "Agreement") wherein and whereby certain agreements were made with respect to the use of Calvert Property concerning, among other things, acquisition of additional property within the confines of Tuscany-Canterbury as defined in Article 1, Section 1.16 of the Ridgemede Agreement.
- D. Calvert desires to acquire and use property known as the rear of 33 Warrenton Road, also known as the 200-300 block on the northeastern side of Tuscany Road, and described on **Exhibit "E"** attached hereto and made a part hereof (the "Tuscany Road Land"), which is

within the confines of Tuscany-Canterbury. The Association agrees to allow Calvert to acquire and use the Tuscany Road Land upon the terms and conditions hereinafter set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the parties' agreements hereinafter set forth, which consideration the parties deem to be sufficient consideration, Calvert and the Association agree to amend the Agreement as follows:

- 1. As used in this Second Amendment, the term "Calvert" means Calvert, Calvert's agents, servants, employees and all of its contractors and their respective subcontractors and such subcontractor's agents, servants and employees performing any work on and/or making any deliveries to Calvert Property.
- 2. As used in this Second Amendment, the term "Calvert Property" shall include the property referred to in the Agreement and any real property owned, leased and/or used pursuant to a license in Tuscany-Canterbury. Other capitalized terms used but not defined herein shall have the meaning given to them in the Agreement.
- 3. <u>SUPPORT OF THE ASSOCIATION</u>. Provided Calvert remains in compliance with the terms and conditions of this Second Amendment, the Association will support and agree not to oppose the acquisition of the Tuscany Road Land and the construction of the Proposed Building (as defined below) for educational purposes, subject to the conditions described below. Upon the request of Calvert, the Association shall write a letter to governmental or quasi-governmental authorities designated by Calvert stating that the Association has reached an agreement with Calvert and supports the Proposed Building as described herein.

Section 2.8 of the TCNA Agreement, Section 2.8 of the TLCC/Gardens Agreement, and Section 2.8 of the Ridgemede Agreement hereby are amended to permit Calvert to purchase the Tuscany Road Land only and no other property.

- 4. <u>GENERAL PROVISIONS</u>. The following general provisions shall apply to the Tuscany Road Land, at Calvert's sole expense:
- (a) <u>No Upper School</u>. There shall be no upper school (grades 9 through 12) located on the Tuscany Road Land.
- (b) <u>Dormitories</u>. There shall be no dormitories, student housing, fraternity houses or sorority houses on the Tuscany Road Land.
- (c) <u>Fencing</u>. Calvert shall fence the property along Tuscany Road and Tuscany Court and the fence shall be maintained by Calvert. The fence shall be designed to be consistent in style, height, look, and materials with the other fencing on the Tuscany Road Land or on Calvert Property, to the extent that it is allowed by applicable law (including zoning requirements) and other restrictive covenants encumbering the Tuscany Road Land.
- (d) <u>Forest Preservation & Buffer Zone.</u> Calvert shall follow Baltimore City and the State of Maryland's Forest Preservation requirements in effect from time to time, including but not limited to a tree inventory, levels of disturbance, density, etc. Any buildings, structures,

fields or other open space shall be located at least seventy (70) feet from the Tuscany Road curb and fifty (50) feet from the property line of the Tuscany Road Land on the northwest side of the property (facing the Tuscany Court property and twelve (12) foot alley), creating a forest buffer zone (the "Forest Buffer Zone"; in the event of a conflict between the Forest Buffer Zone as shown on the Plans and as described in this Section 4(d), the terms of this Section 4(d) shall govern). The Forest Buffer Zone shall be heavily forested land or wetland areas, including trees and other vegetation, with the goals of screening and minimizing run-off. Access roads or pathways may bisect and/or be installed within the Forest Buffer Zone; provided, however, that other than an emergency, service, and handicap access, there will be no vehicle ingress or egress to the Tuscany Road Land from Tuscany Road. Calvert will not be required to install trees/vegetation in areas of the buffer zone that are not on Calvert property.

- (e) Future Development Outside the Buffer Zone. The Association acknowledges that, in addition to the building described herein, Calvert has a right, in the future, to develop the Tuscany Road Land outside the Forest Buffer Zone, as defined above. Because of Calvert's commitment to establish and maintain the Forest Buffer Zone, the Association agrees to support and not to oppose any project within the Tuscany Road Land outside of the buffer zone. Upon the request of Calvert, the Association shall write a letter to the Planning Commission, to all members of the Baltimore City Council, and to any other governmental or quasi-governmental authorities designated by Calvert stating that the Association has reached an agreement with Calvert and supports any construction that does not infringe on the Forest Buffer Zone as long as the use is for educational purposes and is permitted by R-1D zoning, including approved conditional uses for educational purposes, and that complies with any other applicable regulation, law or statute. The terms of this paragraph do not, in any way, apply to the Proposed Building, as hereinafter defined.
- (f) <u>Enrollment</u>. There shall be no change to any enrollment caps set forth in the Agreement as the result of or in connection with either Calvert's acquisition of the Tuscany Road Land or its construction of improvements thereon. Any such enrollment caps shall apply and expire as set forth in, and pursuant to the terms of, the Agreement.
- 5. <u>TUSCANY ROAD PROJECT</u>. Calvert plans to acquire the Tuscany Road Land, and to design and construct thereon a building with a footprint of approximately (but not exceeding) 12,000 square feet (the "Proposed Building"; alternatively, the "Tuscany Road Project," or the "Project"), which construction shall be in substantial accordance with those plans (the "Plans") attached hereto as <u>Exhibit "F"</u> and made a part hereof. The Proposed Building, and the construction thereof, shall be subject to the following conditions and restrictions, and those conditions and restrictions otherwise set forth in this Second Amendment.
- (a) <u>Tuscany Project Committee</u>. The Association agrees to establish a committee (the "Committee") authorized to work with Calvert throughout the design and construction process of the Proposed Building, and to support the actions of the Committee. No other groups will be supported publicly or authorized to represent the Association, TCNA, TLCC, The Gardens, or Ridgemede, with respect to the Proposed Building. Calvert and the Committee shall meet regularly, and no less than monthly unless mutually agreed by Calvert and the Committee, to communicate on issues regarding the Proposed Building during the design and construction process.

- Design Review. Prior to construction of the Proposed Building, Calvert shall submit copies to the Committee of designs relating to the construction of the Proposed Building, at least two weeks prior to submitting any such design plans to the City of Baltimore. Calvert shall make available to the Committee Calvert's architect, at Calvert's expense, to review any designs relating to construction of the Proposed Building. If the Committee and Calvert cannot agree on the designs within thirty (30) days of the submittal by Calvert to the Committee, Calvert may then develop its own design plans, which it shall submit to the Committee, and following fifteen (15) days of such submittal to the Committee Calvert may submit such plans to the City of Baltimore. However, the Committee is not granted the right to approve or veto such plans. The Committee retains only the right, prior to any public hearing, to communicate to the Baltimore City Department of Planning its reservations, if any, regarding the proposed plans, but such communication may not directly or indirectly oppose the project or the issuance of any permits. The Committee is not granted the right to approve or veto any landscaping, fencing plans or lighting plans. Neither the Committee, the Association, nor any member of the Committee, nor any of the officers of the Committee shall (a) oppose the Proposed Building or the issuance of permits, (b) support any action by any other party in opposing the Proposed Building or the issuance of permits to accomplish the Proposed Building, nor (c) appeal any permit or approval necessary to construct the Proposed Building.
- (c) <u>Proximity to Tuscany Road</u>. The Proposed Building shall be located on the eastern portion of the Tuscany Road Land, with the southeast-most corner no closer than seventy (70) linear feet from Tuscany Road.
- (d) General building size and location. The Proposed Building shall not exceed a total building footprint size of 12,000 square feet, provided that this limitation shall not restrict the total building area, should the building be more than one story, as long as the Proposed Building stays within the building height limits described below. The front entrance to the Proposed Building will be on the north side of the building facing the existing sports field on Calvert Property and located approximately at the site of the present northern boundary fence, as shown on the Plans. The middle of the building will be centered approximately with the middle of the sports field, as shown on the Plans.
- (e) <u>General building height/roof form</u>. To the extent possible, the building height will comply with Baltimore City R-1D zoning regulations. The Association agrees to support Calvert School in obtaining a zoning variance regarding building vertical height, which vertical height shall be no more than forty (40) feet as measured from where the ground meets the rear wall of the building to the mean height level of the roof as measured between the eaves or the peak in the case of a pitched roof.
- (f) <u>General building appearance</u>. The Proposed Building, and any future buildings on the Tuscany Road Land, will be designed to be consistent in style, look and materials with the other Calvert buildings, including the roof and cladding, to the extent that (i) it is allowed by applicable law and other restrictive covenants encumbering the Tuscany Road Land, and (ii) the cost is not unreasonably burdensome or excessive.

- (g) <u>Landscaping</u>. Calvert shall plant and maintain additional landscaping, consisting of native plant species (trees and shrubbery), along the boundaries of the area developed. Calvert acknowledges the Association's request for landscaping in front of the Proposed Building and agrees to work with the Committee on specifics prior to commencement of construction.
- (h) <u>Mechanical Equipment</u>. No mechanical equipment used in the Project including HVAC equipment, will be visible from Tuscany Road.
- (i) <u>Lighting</u>. Lighting for safety/security purposes shall be on downward direction design unless dictated otherwise by building codes. All lighting will be respectful of the impact on the surrounding neighborhood.
- (j) <u>Ingress/Egress Access</u>. Other than an emergency, service, and handicap access, there will be no vehicle ingress or egress to the property from Tuscany Road (i.e., access will be limited via gates, bollards, etc. as permitted by the City). Primary ingress and egress to the Proposed Building will be from the Calvert Middle School property and the Tuscany Road Land will not be used as a drop off or pickup location for Calvert School students. When architectural design for the emergency and service road are complete, Calvert agrees to share the plan and work with the Committee on specifics prior to commencement of construction.
- (k) <u>Deliveries</u>. Ongoing regular deliveries of food and school supplies and refuse removal from the Tuscany Road project will occur on week days after 8:30 AM and before 3:00 PM.
- 6. <u>CONSTRUCTION MANAGEMENT</u>. Calvert agrees to the following restrictions during the construction of the Proposed Building:
- (a) Construction Schedule: Calvert will prepare a schedule for tree removal and construction, including beginning and ending dates for each phase, for review and discussion with the Committee prior to any work being performed. These phases shall include Tree Removal and Construction of the Building. Once the construction contract is finalized, Calvert will inform the Committee of the starting and target completion dates. After the start of the project, proposed changes to the schedule due to events that could be reasonably anticipated will be reviewed and subject to approval in advance by the Committee. Such events include but are not limited to materials supply-chain delays, regulatory action by the local governmental authority (e.g., planning and zoning, building code, design review agencies) or design or construction changes due to hidden conditions. Advance approval of schedule changes resulting from acts of God, force majeure, weather emergencies or other events beyond the reasonable control of Calvert or its agents is not required. Calvert will inform the Committee of any impacts on the project schedule within a reasonable period following such event(s).
- (b) <u>Hours of Construction</u>. Calvert will comply with all applicable federal, state and city regulations regarding work hours. All exterior work on site or in the vicinity of the Tuscany Road Land will occur between 7:00 AM and 5:00 PM weekdays and from 9:00 AM to 4:00 PM on Saturdays; work done after 5:00 pm will be limited to interior work. No exterior work

will be performed on Sundays and holidays observed by the State of Maryland. Proposed changes in this schedule will be communicated to the Committee for its approval. Workers arriving prior to 7:00 AM will respect the privacy of neighbors and conduct themselves in a quiet manner. At no point during the period prior to 7:00 AM or after 5:00 PM shall the noise level exceed the qualitative standard of being closely equal to that on a residential street. For purposes of illustration, this is roughly equivalent to a Sound Pressure Level of 60 to 70 dB's.

(c) <u>Construction and Workers</u>. Calvert will ensure all tree removal during the construction phase will be in conformity with all applicable federal, state and city regulations. In addition, Calvert will take appropriate steps to ensure safe construction conditions including the erection of a temporary construction fence.

Calvert will locate sanitary facilities as far from the street as practical. The location must be approved by the Committee.

All dumpsters will be located on Calvert Property at locations mutually agreed to by the Committee. Should a dumpster need to be parked on the street, approval must be given by the Committee.

Calvert will also make provision for safe construction practices, including ensuring that all construction workers will park on Calvert Property.

Calvert will promptly remove or otherwise responsibly handle garbage/construction debris at or from the Calvert Property and will ensure that any and all spills will be removed and, if necessary, remediate immediately. Waste removal will occur only during working times and days specified above.

Calvert will use sealed or covered vehicles to transport sand, dirt and gravel to the construction site where required by law.

To the extent possible, all tree removal and construction equipment and materials will be located on Calvert Property.

Road closures will occur only after seventy-two (72) hours written notice to all residents of the 200-400 blocks of Tuscany Road. The duration of any road closure will be limited to one day at a time.

(d) <u>Environmental Impact</u>. Calvert will share its understanding of legal requirements related to environmental impacts and work with the Association through the Committee to review areas of concern.

Calvert will work diligently to control erosion and mitigate storm water impacts, including by employing and maintaining straw bales, silt fences and/or other erosion sediment control measures as needed. Calvert shall be fully in compliance with Baltimore City's erosion and storm water management regulations at all times. Storm water management will be located on the eastern portion of the Tuscany Road Land. Calvert will apply water to the site as necessary to control dust.

To the extent reasonably possible, tree remediation of healthy trees over six (6) inches in diameter will be replaced on the Tuscany Road Land, with an emphasis on the Forest Buffer Zone as defined herein. In addition, all reasonable efforts will be made to remove as few trees as possible during the construction process.

- (e) <u>Lighting</u>. Calvert will comply with all federal, state and city rules regarding light spill over into the neighborhood. If unanticipated lighting is needed during construction, Calvert will consult with the Committee with respect to placement thereof, and under no circumstances will the unanticipated lighting remain on after dark.
- (f) <u>Vermin Control</u>. If there is evidence of rats or similar vermin on or near the Tuscany Road Land, Calvert will contract with a professional pest control contractor to mitigate the impact of pests and rodents resulting from the Tuscany Road Project and will share the plans with the Committee.
- with the Committee, Calvert will establish a 24-hour phone number with voicemail so that neighbors can report construction-related problems, including unsafe conditions for adjacent properties. Neighbors will also have access to an email address to notify the head of the Committee, who will check the email account three to four times per day. The contacts provided by Calvert shall be authorized to take immediate steps to resolve issues of safety and other emergencies, including halting or slowing down construction if warranted.
- (h) <u>Notice of Unavoidable Disruptions and Emergency Situations and Mitigation Actions</u>. Calvert's designated representative will notify the Committee by phone and/or email at least three (3) business days before unavoidable disruptions are expected. For unanticipated emergency disruptions or emergency situations occurring due to hazardous materials, the Committee will be notified as soon as Calvert is aware of the problem.
- (i) <u>Hazardous Materials</u>. If Calvert identifies oil tanks, air pollutants or other hazardous materials, Calvertwill inform the Committee at such time as each source of hazardous material is discovered and identified. Calvert will mitigate the existence of the hazardous materials in accordance with federal, state and local laws and regulations.
- 7. TERM. The terms and covenants set forth in this Second Amendment shall be additional covenants running with the land, as more fully described in Section 4.3 of the Agreement. Promptly upon Calvert's acquisition of the Tuscany Road Land, the Association will cause this Second Amendment to be recorded among the Land Records. Notwithstanding that some or all of the terms and covenants of the Agreement may terminate sooner, and unless otherwise stated herein, the terms and covenants set forth in this Second Amendment shall apply to the Tuscany Road Land for a period of twenty (20) years from the date of this Second Amendment (the "Term"), after which time they shall automatically terminate and nothing contained herein shall be interpreted to extend the terms of the Agreement.

8. RESOLUTION OF CONFLICTS; ENFORCEMENT AND REMEDIES.

(a) Calvert and the Association commit to working expeditiously and in good faith to resolve areas of Association concern. In addition to participation in the Project and working

with the Committee, Calvert will establish a single point of contact for any problems that arise during the building project. Complaints by residents of the neighborhood will be made to the Committee for presentation to Calvert for resolution.

- (b) Sections 4.8 through 4.15 of the Agreement, concerning Enforcement and Remedies, shall apply to any breaches of this Second Amendment and may be exercised as applicable by any or all, or any combination, of TCNA, TLCC, The Gardens, and Ridgemede without any one or more of such associations proceeding simultaneously or unanimously in accordance with those provisions. Calvert shall not have the right to raise and hereby waives the absence of a necessary party in any enforcement action or litigation should less than all of TCNA, TLCC, The Gardens, and Ridgemede proceed simultaneously or unanimously with any or all of such provisions.
- 9. <u>CONFLICTS BETWEEN THE TCNA AGREEMENT AND THIS SECOND AMENDMENT</u>. Except as amended herein, the TCNA Agreement remains in full force and effect and in the event of any conflict between this Second Amendment and the TCNA Agreement, the terms of this Second Amendment shall control with respect to the items addressed in this Second Amendment only, and in all other respects the terms of the TCNA Agreement shall control the Second Amendment as well as the TCNA Agreement.
- 10. <u>CONFLICTS BETWEEN THE TLCC/GARDENS AGREEMENT AND THIS SECOND AMENDMENT</u>. Except as amended herein, the TLCC/Gardens Agreement remains in full force and effect and in the event of any conflict between this Second Amendment and the TLCC/Gardens Agreement, the terms of this Second Amendment shall control with respect to the items addressed in this Second Amendment only, and in all other respects the terms of the TLCC/Gardens Agreement shall control the Second Amendment as well as the TLCC/Gardens Agreement.
- 11. <u>CONFLICTS BETWEEN THE RIDGEMEDE AGREEMENT AND THIS SECOND AMENDMENT</u>. Except as amended herein, the Ridgemede Agreement remains in full force and effect and in the event of any conflict between this Second Amendment and the Ridgemede Agreement, the terms of this Second Amendment shall control with respect to the items addressed in this Second Amendment only, and in all other respects the terms of the Ridgemede Agreement shall control the Second Amendment as well as the Ridgemede Agreement.
- 12. <u>HEADINGS</u>. The headings set forth at the beginning of each of the sections of this Amendment are inserted for convenience of reference only, and shall not be deemed to have any legal significance or meaning whatsoever.
- 13. <u>EXPLANATORY STATEMENT</u>. The explanatory statement set forth at the beginning of this Amendment accurately reflect the facts and intentions expressed therein and are hereby incorporated into and deemed to be a part of this Amendment.
- 14. <u>COUNTERPARTS</u>. This Second Amendment may be executed in one or more identical counterparts, that, when taken together, constitute one and the same instrument. A signed photocopy, PDF or electronic copy of this Amendment shall have the same force and effect as an original.

(Signature Page Follows)

WITNESS the hands and seals of Calvert, TCNA, TLCC, The Gardens, and Ridgemede as of the day and year first above written.

as of the day and year first above written.	
WHAVESS ATTEST:	By: B Strall Name: JAMES B STRADTNER Title: CHAIRMAN
WITNESS/ATTEST:	TUSCANY-CANTERBURY NEIGHBORHOOD ASSOCIATION By: Senda Elverhart Name: Linda Eberhart Title: Co-President By: S. Perkins Name: Anne S. Perkins Title: Co-President
WITNESS ATTEST:	TUSCANY-LOMBARDY COMMUNITY CORPORATION By Name Arna Margolis Title: President
WITNESS/ATTEST:	THE GARDENS OF GUILFORD CONDOMINIUM, INC. By: Karus L. Batterton Name: Karin Batterton Title: Vice President
WITNESS/ATTEST:	THE RIDGEMEDE AND THE RIDGEWOOD CONDOMINIUM ASSOCIATION, INC LUCIUDE COURS By: LUCIUDE COURS Name: Title: Secretary /

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of 2018, before me, a Notary
Public of said state personally appeared, July B. Spenty K., known to
me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument,
and known to be the duly authorized officer of Calvert School, Incorporated, a Maryland
corporation, and that he, as such duly authorized officer, executed the foregoing instrument for
the purposes herein contained by signing in my presence, the name of said corporation by
himself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public My Commission & Pules 4115/2019

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of My 2018, before me, a Notary Public of said state personally appeared, Linda Eberhart, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of Tuscany-Canterbury Neighborhood Association, and that she, as such duly authorized officer, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 4 (15) 2019

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this <u>19</u> day of <u>M.L.</u> , 2018, before me, a Notary Public of said state personally appeared, Anne S. Perkins, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of Tuscany-Canterbury Neighborhood Association, and that she, as such duly authorized officer, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by herself as duly authorized officer
thereof.
AS WITNESS my hand and Notarial Seal.
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

My Commission Expires: 4/15/2019

I HEREBY CERTIFY that on this 13 day of 1990, 2018, before me, a Notary Public of said state personally appeared, Arna Margolis, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of Tuscany-Lombardy Community Corporation, and that she, as such duly authorized officer, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 4/15/2619

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of MPQL, 2018, before me, a Notary Public of said state personally appeared, Karin Batterton, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of The Gardens of Guilford Condominium, Inc., and that she, as such duly authorized officer, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by herself as duly authorized officer thereof.
AS WITNESS my hand and Notarial Seal. Notary Public
My Commission Expires: 415725
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:
I HEREBY CERTIFY that on this 13 day of Arkle, 2018, before me, a Notary Public of said state personally appeared, 10 me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and known to be the duly authorized officer of The Ridgemede and Ridgewood Condominium Association, Inc., and that he, as such duly authorized officer, executed the foregoing instrument for the purposes herein contained by signing in my presence, the name of said corporation by himself as duly authorized officer thereof.
AS WITNESS my hand and Notarial Seal. Notary Public
My Commission Expires: 4672019

Attorney Certification

The undersigned, an attorney duly admitted to practice and in good standing before the Court of
Appeals of Maryland, certifies that the foregoing instrument was prepared by him.

Name: Jeffrey H. Scherr

Exhibit "E" to Second Amendment to Agreements of Restrictive Covenants

Tuscany Road Land

All that parcel being on the final subdivision plan titled "FOR THE PROPERTY LOCATED AT 33 WARRENTON ROAD" and described as a parcel being 120,407 +/- square feet or 2.764 +/- acres, and recorded among the Plat Records of Baltimore City, Maryland, on January 12, 2018, in Plat Book LGA page 4317.

Tax ID No:_				
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(Copy of Sub	division F	Plan Follov	ws)	

Exhibit "E" to Second Amendment to Agreements of Restrictive Covenants

Tuscany Road Land (Continued)

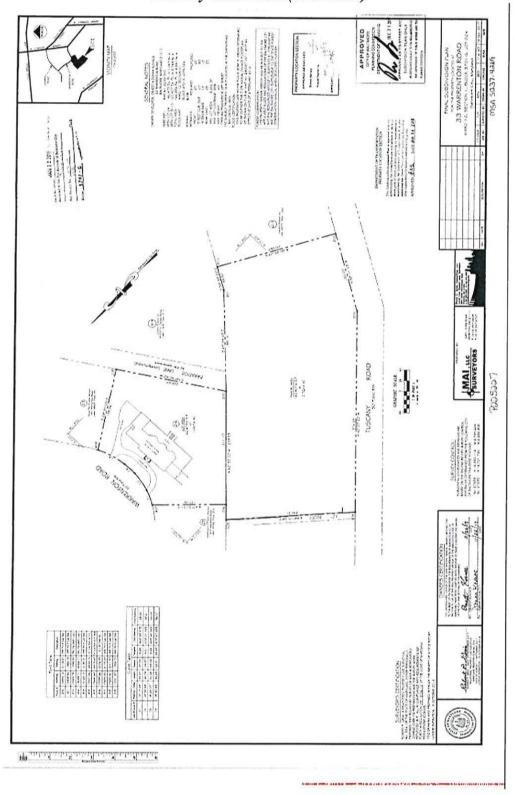


Exhibit "F" to Second Amendment to Agreements of Restrictive Covenants

Plans

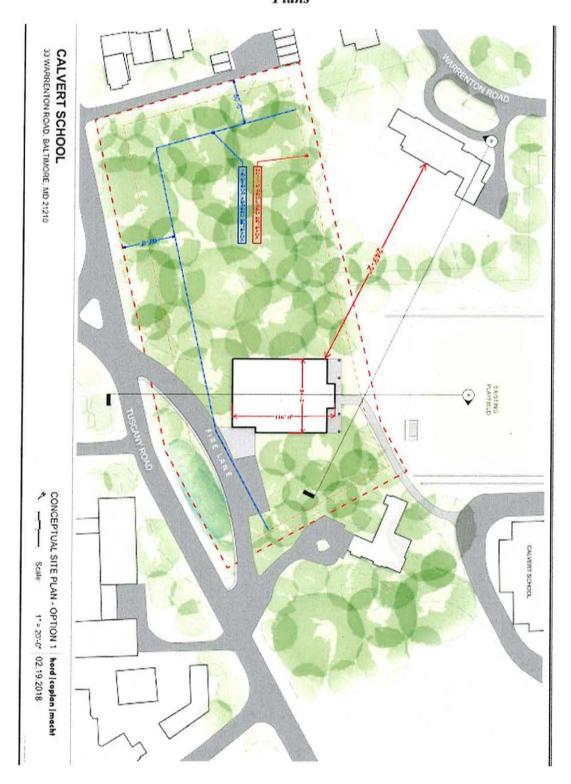


Exhibit "F" to Second Amendment to Agreements of Restrictive Covenants

