

THIRD AMENDMENT TO AGREEMENTS OF RESTRICTIVE COVENANTS

THIS THIRD AMENDMENT TO AGREEMENTS OF RESTRICTIVE COVENANTS (the "Third Amendment") is made this 16 day of December, 2021, by and among CALVERT SCHOOL, INCORPORATED ("Calvert School"); CALVERT TUSCANY ACQUISITION 2018 LLC, ("Calvert Acquisition") 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. ("Ridgemedede"). Sometimes TCNA, TLCC, The Gardens, and Ridgemedede are referred to herein collectively as the "Association."

EXPLANATORY STATEMENT

A. Calvert School 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 School, 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 School and Ridgemedede 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 "Ridgemedede 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 Ridgemedede Agreement.

D. Calvert School and the Association entered into a Second Amendment to Agreements of Restrictive Covenants (the "Second Amendment") dated April 13, 2018 and recorded among the Land Records of Baltimore City at Liber M.B. 20343, folio 87, which

amended the TCNA Agreement, the TLCC/Gardens Agreement, and the Ridgemedede Agreement to address Calvert School's proposed acquisition and development of the Tuscany Road Land, as described in the Second Amendment, which is hereafter more particularly described in **Exhibit A** attached hereto and incorporated herein. The TCNA Agreement, the TLCC/Gardens Agreement, and the Ridgemedede Agreement, as amended by the Second Amendment, are sometimes hereinafter referred to collectively as the "Original Agreement."

E. Calvert Acquisition acquired the Tuscany Road Land, pursuant to that certain Special Warranty Deed dated July 2, 2018, and recorded among the Land Records at Liber M.B. 20317, folio 197, and desires to enter into this Third Amendment to confirm that the Tuscany Road Land is and shall be subject to the Original Agreement, as modified herein, and that Calvert Acquisition itself is and shall be subject to the Original Agreement, as modified herein.

F. Calvert School, Calvert Acquisition, and the Association now desire to further amend Original Agreement to incorporate a new Development Plan for a portion of the Calvert Property (as defined in the Original Agreement) and to modify the proposed development of the Tuscany Road Land, as hereinafter set forth.

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

1. **Explanatory Statement; Defined Terms.** The explanatory statement set forth at the beginning of this Third Amendment accurately reflect the facts and intentions expressed therein and are hereby incorporated into and deemed to be a part of this Third Amendment. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Agreement. Notwithstanding anything in the Original Agreement to the contrary, as used herein and in the Original Agreement, the term "Calvert" shall hereafter mean Calvert School and Calvert Acquisition, together, jointly and severally.

2. **Tuscany Road Project.** The term "Tuscany Road Project", as defined in the Original Agreement, is hereby amended to refer to the improvements generally shown on the plan attached hereto and incorporated herein as **Exhibit B** (the "Amended Development Plan"), including portions of the athletic field and installation of new landscaping, it no longer being Calvert's intention to construct a building on the Tuscany Road Land. The Proposed Building shall be located on the Calvert Property as defined in the Original Agreement. All restrictions on the Tuscany Road Land shall remain in full force and effect, except as otherwise modified by this Amendment, and the same shall apply in addition to any requirements imposed by any governmental authority with respect to the Tuscany Road Project. Notwithstanding the foregoing or anything in the Original Agreement to the contrary, (i) the storm water management facilities in connection with the Tuscany Road Project shall be located substantially in the area shown on the plan entitled "Stormwater Management Final Conditions and Drainage Area Map," attached hereto as **Exhibit C**; (ii) there shall be no ingress or egress of construction equipment or other construction vehicles from Tuscany Road, except as otherwise provided herein, and any construction vehicles and equipment shall instead access the Tuscany Road Land from Charles Street. However, utility service vehicles (defined as vehicles necessary for the installation, maintenance or service of utility equipment used to provide service to the Tuscany Road Project)

may access the Tuscany Road Land upon forty-eight hours prior notice to TCNA if there is no reasonable access from Charles Street. Subsequent to the completion of construction, other than emergency, service, or maintenance vehicles and for handicap access, there shall be no vehicle ingress or egress to the Tuscany Road Land from Tuscany Road; (iii) the noise levels of any HVAC equipment installed on the Tuscany Road Land shall at all times comply with the standards applicable to residential properties set forth in Title 9 of the Baltimore City Health Code as are in effect as of the date of this Amendment or as may become applicable from time to time, whichever are more restrictive.

3. **Runs with the Land.** The terms and covenants set forth in this Third Amendment shall be additional covenants running with the land, including without limitation the Tuscany Road Land. Notwithstanding that some or all of the terms and covenants of the Original Agreement may terminate sooner, and unless otherwise stated herein, the terms and covenants set forth in the Second Amendment and in this Third Amendment shall apply to the Tuscany Road Land through and until April 18, 2038 (i.e., for a period of twenty (20) years from the date of the Second Amendment) (the "**Term**"), after which time they shall automatically terminate, and nothing contained herein shall be interpreted to extend the terms of the Original Agreement. Any of the parties may cause this Third Amendment to be recorded among the Land Records of Baltimore City.

4. **Conflict.** Except as amended herein, the Original Agreement shall remain in full force and effect and, in the event of any conflict between this Third Amendment and the Original Agreement, the terms of this Third Amendment shall control with respect to the items addressed in this Third Amendment.

5. **Headings.** The headings set forth at the beginning of each of the sections of this Third Amendment are inserted for convenience of reference only, and shall not be deemed to have any legal significance or meaning whatsoever.

6. **Counterparts.** This Third 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 pages follow.)

WITNESS the hands and seals of Calvert and the Association as of the day and year first above written.

WITNESS/ATTEST:

CALVERT SCHOOL, INCORPORATED



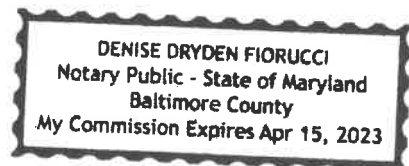
By: 
Name: Henry Ward Closser
Title: Chairman of the Board of Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of January, 2021², before me, a Notary Public of said state personally appeared, Henry Ward Closser, 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



WITNESS/ATTEST:

CALVERT TUSCANY ACQUISITION 2018 LLC



By: 
Name: Thomas Travers
Title: Register Agent

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of January, 2021², before me, a Notary Public of said state personally appeared, Thomas Travers, 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 Registered Agent of CALVERT TUSCANY ACQUISITION 2018 LLC, a Maryland limited liability company, and that he, in such capacity, 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

DENISE DRYDEN FIORUCCI
Notary Public - State of Maryland
Baltimore County
My Commission Expires Apr 15, 2023

WITNESS/ATTEST:

TUSCANY-CANTERBURY NEIGHBORHOOD
ASSOCIATION

[Signature]

By: [Signature]
Name: Julia Martin Frazier
Title: President, TCNA

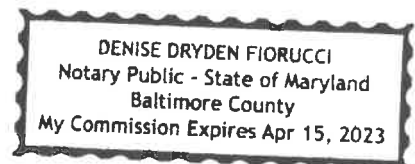
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17 day of December, 2021, before me, a Notary Public of said state personally appeared, Julia M Frazier, 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 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 herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 4/15/2023



WITNESS/ATTEST:

TUSCANY-LOMBARDY COMMUNITY
CORPORATION

Valerie D. Murray

By:

Name:

Title:

Michael J. Travieso
Michael J. Travieso
President

COUNTY
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of December, 2021, before me, a Notary Public of said state personally appeared, Michael J. Travieso 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 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 herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Valerie D. Murray
Notary Public

My Commission Expires: 9/1/23



WITNESS/ATTEST:

THE RIDGEMEDE AND THE RIDGEWOOD
CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, a Notary Public of said state personally appeared, _____, 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 Ridgemedes and The 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 herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____



WITNESS/ATTEST:

THE RIDGEMEDE AND THE RIDGEWOOD
CONDOMINIUM ASSOCIATION, INC.

To K

By: Lucinda E. Davis
Name: LUCINDA E. DAVIS
Title: Representative

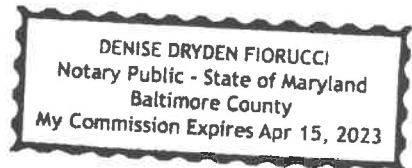
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16 day of December, 2021, before me, a Notary Public of said state personally appeared, Lucinda E. Davis, 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 Ridgemed and The 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 herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Denise Dryden Fiorucci
Notary Public

My Commission Expires: 4/15/2023



WITNESS/ATTEST:

TUSCANY-LOMBARDY COMMUNITY
CORPORATION

By: _____

Name: _____

Title: _____

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, a Notary Public of said state personally appeared, _____, 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 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 herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____



WITNESS/ATTEST:

THE GARDENS OF GUILFORD
CONDOMINIUM, INC.

[Signature]

By: [Signature]
Name: HARRY A. JIMENEZ
Title: President Board of Directors

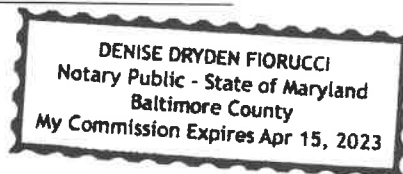
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17 day of December, 2021, before me, a Notary Public of said state personally appeared, Harry A. Jimenez, 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 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 herself as duly authorized officer thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 4/15/2023



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 her.

Caroline L. Hecker

Exhibit A
Tuscany Road Land

Lot 8/13, containing 2.764± acres of land, as shown on that certain "Final Subdivision Plan for the Property Located at 33 Warrenton Road, Ward 12, Section 1, Block 3701-G, Lot 024" recorded January 12, 2018, among the Plat Records of Baltimore City as Plat Record No. 4317.

BEING the land which by deed dated July 2, 2018, and recorded among the Land Records of Baltimore City, Maryland in Liber M.B. 20317, folio 197 was granted and conveyed by Earnest Kovacs and Donna N. Kovacs, husband and wife, to Calvert Tuscany Acquisition 2018 LLC, a Maryland limited liability company.

Tax ID No: Ward -12 Section - 01 Block - 3701G Lot - 008

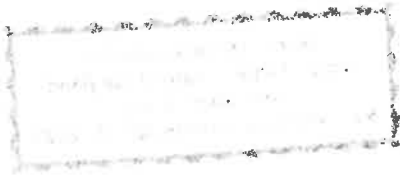


Exhibit B
Amended Development Plan

Tuscany Road Land Development Plan

Exhibit C
Stormwater management Final Conditions Drainage Area Map

4892-1302-9634, v. 1



NO.	DATE	BY	JOB NO.	APP'D BY	DATE	DESCRIPTION	REVISION	DATE	BY	DESCRIPTION
1.	14 JUL 2020	BT	21-057	TJL	10/1/20	Revised Title Block to Read Lot & Block				

SURVIVORS' CONTRIBUTION:
REPORT P. GRIM, A REGISTERED PROPERTY LINE SURVEYOR, No. 354, OF THE STATE OF MARYLAND, ENTERED PERSONALLY PERMITTED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OVER ITS PERFORMANCE AND THE SURVEYOR'S WORK, REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 08.1.05.13 OF THE CODE OF MARYLAND REGULATIONS GOVERNING.

1420 YORK ROAD
MCKINISTON, MO 21111
P (417) 357-5859
F (417) 357-5727

PREPARED BY

MAI, LLC
SURVEYORS

Robert J. Mai *March 2018*

REGISTERED PROFESSIONAL SURVEYOR
MAINTAINING REGISTRATION No. 854
DATE OF SURVEY: 21 MARCH 2018



10/18/22

