Re: Petition of Towik Realty, Inc. for Special Hearing for Off-Street Parking in Resi-dential (R.10) Zone, North side of Demeison Street, 435 Feet East of York Road

BEFORE THE

365

N/S of Deneison St.

BALTIMORE COUNTY

Pursuant to the advertisement, posting of property, and public hearing on the above Petition and it appearing that the offstreet parking requested in a residential (R.10) zone will not adversely affect the health, safety, or general welfare of the community involved, the use permit for parking in said residential (R.10) zone should be granted.

IT IS ORDERED by the Zoning Commissioner of Baltimore County this 24th day of May, 1968, that the herein Petition for use permit for parking on the residentially zoned land described in said Petition (subject parking area) shall be and the same is hereby granted from and after the date of this Order. Such use permit shall be conditioned as follows:

- 1. Only passenger vehicles, excluding buses, may use the
- 2. No loading, service, or any use other than parking shall be permitted
- 3. Lighting within the subject parking area shall be so provided as not to shine over the fence referred to in subparagraph 4 hereof. This shall be accomplished by installing not more than two lighting standards, twenty-five feet (25') in height, with two arms, six feet (6') in length, each supporting 400 wat MV integral ballast luminaries. The aforesaid lighting standards shall be located not less than seventy-five feet (75') in from the fence
- 4. For the purpose of screening, an Anchor Privacy Board-on-Board Fence, green in color, approximately eight feet (8')

BES-SOOD BALT MORE COUNTY, MAR LAND No. 54317 OFFICE OF FINANCE Division of Collection and Receipts
COURT HOUSE
TOWSON, MARYLAND 21204 IMPORTANT: MAKE CHECKS PAYABLE TO BALTIMORE COUNTY, MARYLAND MAIL TO DIVISION OF COLLECTION & RECEIPTS, COURT HOUSE, TOWSON, MARYLAND 21204

> #68-265-5PH CERTIFICATE OF POSTING

District	Dete of Posting 9.4.2. 26. 68
Posted for Newsony Friday >	ney 17" 1961 & 16:00 A.M.
Location of property ALS & Liene	wiew St 435' East & Joh Red

Location of Signs Q 1 Postd offery 435 Cont Fol Al on Lenuson At 1 Ported on Joh Root

Posted by Merl W. Hear. Date of return mey -3" 68 the subject parking area, along the line designated "Pence Line" on the plat sutitled, "Plat Showing Part of Parking Area of Padonia Shopping Plaza", marked Exhibit "A" and annexed hereto, as part hereof. The fence, running in an unbroken line, shall be of the type and style shown on a portion of a brouchure, marked Exhibit "B" and annexed hereto, as part hereof. The area between the fence and the south and west lines of Patitioner's property shall be maintained as a lawn, with the right to plant trees and shrubbery therein, if deemed appro-

5. A concrete curb, not less than eight inches (8°) wide and seven and one-half inches (7%") in height, shall be constructed and maintained along the south and west lines of the subject parking area, not less than four feet (4') in from the fence referred to in subparagraph 4 hereof. The subject parking area shall be paved and drained in accordance with the building and zoning laws, rules and regulations of Baltimore County, from time to time applicable thereto.

6. There shall be no wehicular access to or from the subject parking area, or any part thereof, via Deneison Street, as now opened, or as hereafter widened or extended. Further, the Petitioner shall comply with the plan showing the parking arrangement and vehicular acress, approved by the Office of Planning on May 10, 1968, copy of which plan, marked Exhibit "C", is annexed hereto as part hereof.

order and condition. Said parking area shall be used in conjunction with the adjoining business area and the hours of use of the two shall conform

The Petitioner's plan showing the parking arrangement and vehicular access (Exhibit "C") is further subject to approval by the Dureau of Dublic Services and Office of Planning and Zoning.

Zoning Commissioner of Baltimore County

PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

Commissioner should approve off-street parking in a residential zone

See attached description

Property is to be posted and advertised as prescribed by Zoning

Regulations.

1, or we, agree to pay expenses of above Special Hearing advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

Agent Legal Owner Contract Purchaser Address\_\_ Address 1035 Maryland National Bank Bldg. Baltimore, Maryland 21202 Protestant's Attorney

A Millian Afficia Address 1035 Maryland National Bank Bldg. Baltimore, Maryland 21202

Baltimon Mrs 21 - 12

ORDERED By the Zoning Commissioner of Baltimore County, this 17th\_\_\_ at10:00\_o'clock\_\_6. M.

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John IN soe

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The above comments are not intended to indicate the appropriateness of extile required, but to eccure that all parties are not some of the last that may have a beautiful that may be not a comment of the last that may be not a comment of the last that may be not the diffice of Plausiff and Selengy till sabelt recommends are not to the comment of the notion of the last of the l

Beginning for the same at a point 40.00 feet North of the center line of Deneison Street, 40 feet wide, said point of beginning being also North 18 degrees 02 minutes 35 seconds West 40.00 feet as measured from the beginning of the seventh line of that parcel of land as described in a deed from The Maryland Title Guarantee Company to Towik Realty, Inc. dated January 11, 1953 and recorded among the Land Records of Baltimore County in Liber R.A.G. 4099, Polic 251 running thence for lines of first, North 18 degrees 02 minutes 35 seconds West 110.00 feet; second, South 71 degrees 57 minutes 25 seconds West 287.08 feet; third, South 18 degrees 02 minutes 35 seconds East 110,00 feet; and fourth, North 71 egrees 57 minutes 25 seconds East 287,08 feet to the point of beginning

11, 1963 and recorded among the Land Records of Baltamo R.R.G. 4099, Polic 251.

## BALTIMORE COUNTY, MARY AND

INTER-OFFICE CORRESPONDENCE

TO Mr. John G. Rose, Zoning Commissioner Date May 3, 1968

FROM George E. Govrelis, Director of Planning

SCHLECT Petition 68-265-5PH. Special Hearing for off-street parking in a residential zone. North side of Deneison Street 435 feet East of York Road. Being the property of Tawik Reality, Inc.

8th District

HEARING: Friday, May 17, 1965 (10:00 A.M.)

The planning staff of the Office of Planning and Zoning has reviewed the subject petition

No plan showing parking arrangement and vehicular access has been asproved by thir office, as required under Paragraph 40% 4.g. of the Zoning Regulations, at the time of this virting. Although we do not appose use of the subject property as a parking arrange, we note that the plan presumptly to be submitted by the partitioner should show that access to Densian Street will be prohibited. Also, landscaping to "Soften" the effect of the propose dight I-oot "privacy fence" may be required. Further the plan should indicate parking arrangement more clearly than the petitioner's plan (REV. April 1, 196%), and should indicate location, direction, etc. of lighting, hours of illumination, and permitted hours of use.



BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE Division of Collection and Receipts
COURT HOUSE
TOWSON, MARYLAND 21204

RYCETARTI MAKE CHECKS PAYABLE TO BALTIMORE COUNTY, MARYL AR. TO CAVISION OF COLLECTION & RECEIPTS, COURT HOUSE, TOW

THIS IS TO CERTIFY. At the annexed advertisement of John G. Rose, Coning Commissioner of Baltimore Co. was inserted in THE TOWSON PINES

THE TOWSON TIMES

paper published in Baltimore County, Maryland, once a week One weeks before the 2nd day of May, 19 66 , that is to say,

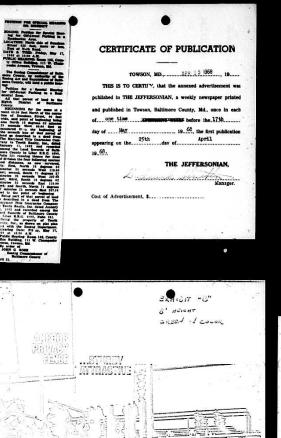
the same was inserted in the issues of

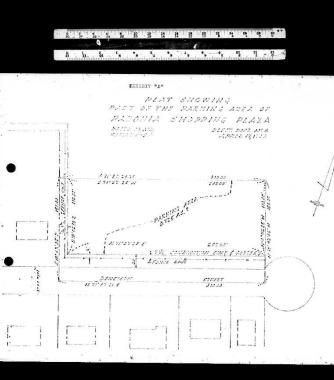
april 25, 1988.

STROMBERG PUBLICATIONS, Inc.

Publisher

By Suth Morgan





THIS SUPPLEMENTAL DECLARATION AND AGREEMENT, Wade this day of March, 1968, by TOWIK REALTY, INC. (Towik), a Maryland body corporate, with and for the benefit of CARL M. LAMBERT and MIRY C. LAMBERT, his wife, WILLIAM G. SCHILLPP and SADIE M. SCHILLPP, his wife, Robert L. WADE and BARBARA L. WADE, his wife, and the legal owners of each lot situate in the sub-division known as Wayside and Wayside Heights, lying north of Timonium Road, cast of York Road, Baltimore County, Maryland, herein reference to as "Neighboring Landowners".

## BACKGROUND STATEMENT OF FACTS

This background statement of facts is not merely prefatory, but is expressly made a part of this agreement.

By Declaration and Agreement, dated August 12, 1964, and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4348, folio 607 (August 12, 1964 Declaration), Coachford, Inc., North Line Realty, Inc. and Towik, the then owners of 53-385 acres of contiguous land (Subject Pramises), located on the south side of Parks Avenue, East of York Road, in the Eighth Election District of Daltimore County, Maryland, imposed certain restrictions upon said Subject Promises for the benefit of the Neighboring Landowners. The Subject Premises was comprised of three parcels of land designated as the Coachford Tract, North Line Tract and Towik Tract, each of which is fully and particularly described in Exhibit A of the August 12, 1964 Declaration. Title to the Towik Tract, including the approximately 45,000 square feet of land referred to in the August 12, 1964 Declaration as the Towik Residential Area, has remained vested in Towik, which is presently developing the Padonia Shopping Plaza on the commercial portion of

In carrying out its plan of development, Towik contemplated use of the Towik Residential Area for the parking of passenger vehicles of tenants and the customers, invitees and biconsees of tenants of stores in Padopin Snopping Plaza.

Neighboring Landowners have approved such parking use, subject to restricted access and maintenance by Towik of adequate sethacks and screening of the parking area. Towik has agreed to accommodate Neighboring Landowners in this respect and, for such purpose, to impose further restrictions on the Towik Residential Area, all as hereinafter more particularly set forth. Said Towik Residential Area, as resurveyed, is described as follows:

Beginning for the same at a point on or near the center line of beneson irreet, 300,08 feet from the easternmost end thereof,as Dw openson freet, 300,08 feet from the easternmost end thereof,as Dw openson for twide, said point of beginning being also at the end of the seventh line of the Towak tract, and running thence binding reversely on all of the said seventh line and binding also on or near the center line of said Denoisor Street, as now surveyed, North 71 degrees 57 minutes 25 seconds Rest. 300,06 feet, to the easternmost end of said Denoison Street, running thence, as now surveyed, North 18 copross 02 minutes 35 seconds West, 150,00 feet, running thence partial of bedond man for the court of the court fract at a point 150,00 feet, to intersect the eighth line of the Towak tract at a point 150,00 feet from the beginning of said eighth line, a now surveyed, South 18 degrees 02 minutes 35 seconds East, 150,00 feet, to the point of beginning.

NOW, THEREFORE, THIS AGREEMENT WITNESSETE: That for and in consideration of the premises, and the sum of Five Dollars (\$5.00) in hand paid by Neighboring Landowners, receipt whereof is hereby acknowledged, Towik, for itself, its successors and assigns, does hereby ovvenant and agree that use of the Towik Residential Area for parking purposes shall be subject to the following conditions and restrictions.

(1) Parking of wehicles shall be permitted solely on that portion of the Towik Residential Area (Parking Area) described as follows:

Beginning for the same at a point on the second line of the above described Towik Residential Area, sai, point being 40,00 feet from the beginning of said second line, running thence binding on part of the said second line, North 18 degrees 02 minutes 35 seconds wast, 11.00 feet, running tennee binding on part of the third line of the above described Towik Residential Area, South 71 degrees 57 minutes 35 seconds West, 257.05 feet, running thence parallel to and 18 feet last of the fourth line of the aforecentioned Towik 1851. Seconds West, 257.05 feet, running thence parallel to and 18 feet last of the fourth line of the feet last line of the fourth Residential Area, North 71 degrees 57 minutes 25 seconds Ent. 357.05 feet, to the point of beginning.

(2) The Parking Area shall be paved and drained in accordance with the building and zoning laws, rules and regulations of Ealtimore County, from time to time applicable thereto; (3) A concrete curb, not less than eight inches (8") wide and seven and one-half inches (7\(\frac{3}{2}\)") in height, shall be constructed and maintained along the south and west lines of the Parking Area, not less than four feet (4') in from the fence referred to in paragraph 4 hereof;

- (4) An Anchor Privacy Board-on-Roard Fence, green in color, approximately eight feet (8") in height, shall be created and maintained to the south and west of the Parking Area, along the line designaced "Fence Line" on the plat entitled, "lat Showing Part of Parking Area of Padonia Shopping Plant", marked Exhibit "A" and annexed hereto, as part hereof. The fence, running in an unbroken line, shall be of the type and style shown on a portion of a brochure, marked Exhibit "B" and annexed hereto, as part hereof;
- (5) The arca between the fence referred to in paragraph 6 heroof and the south and west lines of the Towik Residential Area shall be mintained as a lawn, with the right to plant trees and shrubbery therein, if decimed appropriate; and
- (6) There shall be no vehicular access to or from the Parking Area, or any part thereof, via Dennison Street, as now opened, or as hereafter widened or extended. It is covenanted and agreed by Towik, for itself, its

successors and assigns, as part of the consideration for the execution of this Agreement, and as a part of a general plan or scheme of development of the Tord. Tract, that all the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the said Towik Residential Area and all subsequent owners and occupants of the land, or any part thereof, for a period of thirty (30) years from the date these

covenants are recorded. All of said restrictions, covenants and agreements shall inure to the benefit of and be enforceable by Neighboring Landowners, or any thereof, their respective heirs, personal representatives and assigns, or by any person or party then owning or having any recorded interest or estate in any property presently owned by any of Heighboring Landewners, against anyone violating or attempting to violate any of said restrictions, covenants or agreements.

Proceedings against any person or persons violating, or attempting to violate, any covenant, agreement or restriction hereof, may be at law or in equity, and such proceedings may only be to enforce any covenant, agreement or restriction, to restrain violation thereof, or to recover immages for breach of same.

In no event shalf any breach or violation of any restriction, covenant or agreement contained in this Supplemental Declaration and Agreement work a forfeiture of title, but the sole remady for such breach or violation shall be to recover damages or restrain the violation or enforce the covenant, as aforesaid.

Invalidation by adjudication of any of the provisions of the restrictions, covenants and agreements herein contained shall in no wime affect any of the other provisions which shall remain in full force and effect.

WITNESS the hand and seal of TOWIK REALTY, INC., the day and year first above written.

ATTEST:		
ALLEST:	TOWIK REALTY,	INC.

By: \_\_\_\_\_\_(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I MERROY CENTRY that on this day of March, 1968, before no, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesid, personally appeared Joulpu S. MEMILTY, Vice-President of Towik Realty, Inc., a body corporate, and acknowledged the aforegoing Declaration and Agreement to be the act and done of said body corporate.

WITNESS my hand and Notarial Seal.

Notary Public

