

73-270-A PETITION FOR ZONING VARIANCE FROM AREA AND HEIGHT REGULATIONS

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

I, or we, Holly Knoll Estates, legal owners of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 1 A00-3 B.3 to permit sideyard setbacks of less than the required 50' for those lots specifically listed and indicated on the submitted plans of Holly Knoll Estates Subdivision.

- Side yard setback requirements in an RDP Zone are too restrictive.
- Size of lots and terrain makes it impossible to build a modern house and to meet the requirements of the zoning regulations.
- The Restrictive Covenants and public demand in this area require the erection of larger houses than normally constructed.

See attached description

It is to be posted and advertised as prescribed by Zoning Regulations. I agree to pay expenses of above Variance 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.

Contract purchaser
Address
BY Robert E. Carney, Jr.
Petitioner's Attorney
406 Jefferson Building
Address: Towson, Maryland 21204
Protestant's Attorney

ORDERED BY The Zoning Commissioner of Baltimore County, this 6th day of March 1973, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be held before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 7th day of May, 1973, at 10:15 a'clock.

James S. Dyer
Zoning Commissioner of Baltimore County.
(over)

RE: PETITION FOR VARIANCES : BEFORE THE
W/S of Dulaney Valley Road, : DEPUTY ZONING
2400' S of Manor Road - 10th : COMMISSIONER
District :
Holly Knoll Estates - : OF
Petitioner :
NO. 73-270-A (Item No. 164) :
BALTIMORE COUNTY

The Petitioners are herewith requesting Variances to permit setbacks from property lines of less than fifty (50) feet for thirty (30) of their fifty-eight (58) lots in the recorded subdivision of Holly Knoll Estates. The specific Variance requests are as follows:

- Holly Knoll Estates, Plat 1 of 2, Plat Reference E.H.K., Jr., No. 36, folio 17

Lot Number	Requested Side Yard Variance
4	30 feet
5	30 feet
6	30 feet
7	30 feet
8	30 feet
9	30 feet
12	25 feet
13	25 feet
17	15 feet
45	30 feet

- Holly Knoll Estates, Plat 2 of 2, Plat Reference E.H.K., Jr., No. 36, folio 18

Lot Number	Requested Side Yard Variance
18	30 feet
19	35 feet
21	25 feet
22	20 feet
23	20 feet
24	25 feet
27	15 feet
28	20 feet
29	20 feet
30	35 feet
31	25 feet
35	30 feet
36	30 feet
37	20 feet
38	20 feet
39	20 feet
40	25 feet
41	30 feet
42	30 feet
44	30 feet

The subdivision in question is located on the west side of Dulaney Valley Road, south of Manor Road, in the Tenth Election District of Baltimore County. The zoning designation is R.D.P. (Rural, Deferred Planning). Area requirements include a minimum lot area of one (1) acre, a minimum lot width of one hundred and fifty (150) feet, and that any building constructed on such a lot be setback fifty (50) feet from any property line except the front, which requires a seventy-five (75) foot setback from the centerline of the street.

The subdivision has been processed by Baltimore County and subsequently approved as meeting all the above area requirements. A record plat has been recorded in Plat Book E.H.K., Jr., No. 36, folio 17 and 18, and the approved development plan clearly indicates that all lots within the subdivision can be improved without the benefit of Variances, provided the buildings do not exceed a maximum length of fifty (50) feet.

The Petitioner contends that the maximum fifty (50) foot dwelling width is not compatible or comparable to other dwellings recently constructed in the vicinity of his subdivision, on lots of the same minimum size as his.

The topography or grades that are predominant in the development were considered aesthetically unsuitable for two (2) story colonial type dwellings that require less lot width. Land and development costs of the subject property were considered to be prohibitive insofar as the marketing of a small home is concerned. He pointed out that homes in the price range of those presently existing in the surrounding area are expected to include an attached garage, which further reduces the length of the liveable floor area to about twenty-five (25) or thirty (30) feet.

There was also testimony that Variances were required for wedge shaped lots in spite of the fact that many contain from one and one-half (1½) to three (3) acres. Strict compliance with the requirement for a total of one hundred (100) feet of side yard setbacks would not permit the dwelling to be

- 2 -

located within a reasonable distance of the front property line and would create difficulties with grades and utilities.

Several area residents were present in protest to the requested Variances. They felt that, if granted, the Variances would set the pace for yet additional Variances in the future which would not be in the best interest of the community. One (1) resident felt that larger homes would be of more value and would bring higher taxes. Generally, most Protestants felt that smaller homes and/or colonial homes could and should be constructed without the need for Variances.

After reviewing the testimony and making a personal field inspection of the subject property and surrounding developments, it is the opinion of the Deputy Zoning Commissioner that development of the property in strict compliance with the zoning setback regulations would result in a hardship or practical difficulty and that some relief can be granted within the context of the spirit and intent of the Regulations without injury to the health, safety, or general welfare of the community.

The property, in question, is hilly and some freedom or leeway is necessary in the selections of house types that will be placed on specific lots. Other existing developments, in the area, are very similar to that proposed by the Petitioner, many have lots that exceed the minimum area of one (1) acre, however, by the same token, the same developments include lots of minimum width and area, and are improved with homes having side yard areas considerably less than those presently required. Considering the grades and surrounding developments, it is evident that the developer is in need of some relief in order that his site can be developed in a manner comparable with other surrounding developments in the area. However, in the absence of a definite construction plan and in view of existing development, it is also apparent that the degree of Variances requested can be reduced while still allowing the developer leeway in choosing the type of dwelling best suited for the topography and shape of the lot in question.

- 3 -

Robert E. Carney, Jr., Esquire
July 25, 1973
Page 2

This decision may be appealed within thirty (30) days of the date hereon.

Very truly yours,
James E. Dyer
JAMES E. DYER
Deputy Zoning Commissioner

JED:st

cc: Mr. Bernard H. Sherry
Manor Road
Glen Arm, Maryland 21057

Mr. Milton O. Price, Sr.
4509 Hydco Road
Hydco, Maryland 21082

Mrs. J. McClos
15211 Dulaney Valley Road
Glen Arm, Maryland 21057

July 25, 1973

Robert E. Carney, Jr., Esquire
Suite 406, Jefferson Building
165 West Chesapeake Avenue
Towson, Maryland 21204

RE: Case No. 73-270-A
Side Yard Variances for Thirty (30)
Lots and the Subdivision of Holly
Knoll Estates

Dear Mr. Carney:

The purpose of this letter is to inform you that it has just come to my attention that the above referenced Variances were inadvertently advertised under the wrong zoning section. The Petition and request was made under R.D.P. Section 1A00-3B.3, and should have been under R.S.C. Section 1A01-3B.3. Since both Sections are identical requiring the same setback, etc.,

"1A00-3B.3. - The minimum distance between any building in an R.D.P. zone and any lot line other than a street line shall be 50 feet; the minimum distance between the building and the center line of any street shall be 75 feet."

and

"1A01-3B.3. - The minimum distance between any building in an R.S.C. zone and any lot line other than a street line shall be 50 feet; the minimum distance between the building and the center line of any street shall be 75 feet."

and since the subdivision and lots were existing, it is my opinion that my decision would have been the same had the Petition been advertised under R.S.C. Section 1A01-3B.3, and, as such, the Variances so granted should stand.

See 7-270-A from file
EA

Robert E. Carney, Jr., Esq.
406 Jefferson Building
Towson, Maryland 21204

Form 164

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received and accepted for filing
this 6th day of April 1973

Eric Dierma
ERIC DIERMA
Zoning Commissioner

Petitioner: Holly Knoll Estates

Petitioner's Attorney: Robert E. Carney, Jr.
cc: James William Stephens & Associates, Inc.
305 N. Regency Avenue (B104)

Reviewed by: John P. Dyer
Chairman
Zoning Advisory Committee

SEP - 4 1973

Legal Description:

BEING KNOWN AND DESIGNATED as Lots Nos. 4, 5, 6, 7, 8, 9, 12, 13, 17 and 45 as shown on the Plat entitled Holly Knoll Estates, Plat 1 of 2, which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. No. 36, folio 17 and also Lots Nos. 18, 19, 21, 22, 23, 24, 27, 28, 29, 30, 31, 35, 36, 37, 38, 39, 40, 41, 42, and 44 as shown on the Plat entitled Holly Knoll Estates, Plat 2 of 2, which Plat is recorded among the Land Records of Baltimore County in Plat E.H.K.Jr. No. 36, folio 18. The subdivision known as Holly Knoll Estates is located on the West side of Dulaney Valley Road in the Tenth Election District of Baltimore County, approximately 2400 feet South of Manor Road; the entrance road to said subdivision is known as Holly Knoll Drive and it intersects Dulaney Valley Road at a point located northeasterly 782 feet from the intersection of Ravens' Nest Court and Dulaney Valley Road.

Proposed Buildings as shown thus in red:

Requested Side Yard Variances are shown thus in red:

All lots have private water and sewerage systems.

All property and adjacent properties are zoned R.D.P.

Schedule of Requested Side Yard Variances

- Holly Knoll Estates, Plat 1 of 2, Plat Reference E.H.K.Jr. No. 36, folio 17

Lot Number	Requested Side Yard Variance
4	30 feet
5	30 feet
6	30 feet
7	30 feet
8	30 feet
9	30 feet
12	25 feet
13	25 feet
17	15 feet
45	30 feet

- Holly Knoll Estates, Plat 2 of 2, Plat Reference E.H.K.Jr. No. 36, folio 18

Lot Number	Requested Side Yard Variance
18	30 feet
19	35 feet
21	25 feet
22	20 feet
23	20 feet
24	25 feet
27	15 feet
28	20 feet
29	20 feet
30	35 feet
31	25 feet
35	30 feet
36	30 feet
37	20 feet

(CONT.)

38
39
40
41
42
44

20 feet
20 feet
25 feet
30 feet
30 feet
30 feet

- 2 -

LIBER 5332 PAGE 063

PETITIONER'S EXHIBIT #1

This Declaration of Restrictions made this 1st day of January, 1973, by Holly Knoll Estates, a Limited Partnership, existing under the Laws of the State of Maryland, Declarant.

Whereas the Declarant is the fee simple owner of all of the lots as shown on the following Plat:

(A) Plat 1 of 2 Holly Knoll Estates, which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. No. 36 folio 17,

(B) Plat 2 of 2 Holly Knoll Estates, which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. No. 36 folio 18, and

Whereas the Declarant for the purpose of creating and maintaining a general scheme of development, and for the purpose of establishing certain easements and rights of ways, desires that the lots be subject to the covenants, conditions and restrictions hereinafter set forth.

NOW THEREFORE THIS DECLARATION WITNESSETH, that the Declarant for itself, its successors and assigns in consideration of the mutual benefits to be derived by it and by subsequent lot owners does hereby impose upon the aforesaid lots, the following covenants, conditions and restrictions, to wit:

1. The land included in this tract shall be used for private residential purposes only, and no dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height, each dwelling being designed for occupancy by a single family, and a private garage for not more than three cars. Single family occupancy shall not be construed to prevent the erection of a dwelling with an apartment or living area incorporated therein for a member or members of the Owner's immediate family.

LIBER 5332 PAGE 064

2. No building, fence, wall, hedge or other structures shall be commenced, erected, placed or altered in structure, or color, on any lot until the plans and specifications and including color scheme and a grading plan showing the location of the structure shall have been approved in writing by the Declarant, its assigns or duly appointed agent. No chain link fence will be approved by the Declarant, its assigns or duly appointed agent. The Declarant shall have the right to refuse to approve, or require modification of, any such plans or specifications, or grading and location plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, or specifications, or grading, and location plans, it shall have the right to take into consideration the suitability of the proposed building, or other structure and of the materials, of which it is built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or the roadway as planned and the outlook from the adjacent or neighboring properties.

On all lots except lots Nos. 1, 46, 47, 50, 51, 52, 53, 54, 55, 56, 57 and 58, the dwelling erected thereon shall comply with the following minimum square footage requirements: a two story structure shall contain at least 2,500 square feet of living area of which at least 1,450 square feet shall be on the first floor; a one and one-half story structure shall contain at least 2,100 square feet of living area of which at least 1,000 square feet shall be on the first floor; a one story structure shall contain at least 2,000 square feet of living area. All houses on said lots shall have at least a one car attached or built in garage.

On lots Nos. 46, 47, 50, 51, 52, 53, 54, 55, 56, 57 and 58, the dwelling erected thereon shall comply with the following minimum square footage requirements: a two story structure shall contain at least 3,000 square feet of living area of which at least 1,750 square feet shall be on the first floor; a one and one-half story structure shall contain at least 2,700 square

- 3 - LIBER 5332 PAGE 065

feet of living area of which at least 1,900 square feet shall be on the first floor; a one story structure shall contain at least 2,400 square feet of living area. All houses on said lots shall have a least a two car attached or built in garage.

On Lot 1, the dwelling constructed thereon shall comply with the following minimum square footage requirements: a two story shall contain at least 2,100 square feet of living area of which at least 1,250 square feet shall be on the first floor; a one and one-half story structure shall contain at least 1,900 square feet of living area of which at least 1,200 square feet shall be on the first floor; a one story structure shall contain at least 1,600 square feet of living area. Said lot shall not be required to have an attached or built in garage.

Garages and basements shall not be construed as living area. Basement area shall be considered any area which has one or more walls three feet below the finished grade. The exterior of any structure or basement, except on Lot 1 shall not consist of exposed concrete block, stucco or concrete.

In the event of the failure of the purchaser or purchasers of lots in Holly Knoll Estates to obtain the required prior written approval of plans, specifications and grading studies as established in this paragraph, said purchasers hereby agree to reimburse the Declarant or its assigns for all costs and expenses to which it may be put as a result of said failure including, but not limited to Court costs and Attorneys fees.

3. No trailer, boat, tent, shack, commercial vehicle, barn or other building, except garage, shall be erected or maintained on any lot at any time, nor shall any structure, basement or garage be used as a residence either temporarily or permanently. Any dwelling constructed on said lot shall be completed in every exterior detail within 12 months from date of beginning such construction. The Declarant reserves the right to take any remedial action necessary to remove the violation or other objections indicated in these Restrictive Covenants, more particularly to Article 2. Such costs shall be levied against the Owner of the lot. However, the lot owner shall be given 30 days written notice to correct violation. Notice shall be considered given as date of postmark on notice mailed to

LIBER 5332 PAGE 066

- 4 -

last known address of lot Owner.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Before construction of a dwelling the lot owner shall maintain the lot in a reasonable and orderly manner.

6. No live poultry, hogs, cattle or other livestock shall be kept on any lot, except that a maximum of two dogs and two cats are permitted provided that they are properly housed and cared for and restricted to the lot Owner's property. Horses and ponies are permitted to be kept on lots over two acres, provided that said horses and ponies are properly housed in a stable and attached paddock.

7. The Declarant or its assigns reserve the right to waive such portion of the protective covenants placed on this property as they deem necessary in the best interest of the development as determined by their judgment; such waiver shall be in writing.

8. The Declarant reserves the right to alter lines between lots owned by the Declarant.

9. No signs of any kind shall be placed or displayed on any improved or unimproved lots advertising that said lots are for sale, rent, etc., unless approved in writing by the Declarant. This restriction shall terminate July 1, 1975.

10. Owners of lots shall be responsible for complying with all Baltimore County and State Health Department regulations and the Public Works Agreement, no far as same are applicable, particular attention being called to well drilling requirements which are the responsibility of the lot Owner.

11. Owners of lots shall be responsible for providing driveway access to their lots from the paved portion

LIBER 5332 PAGE 067

- 5 -

of the County Road abutting the Owner's lot. All driveways shall be paved with a hard durable surface such as macadam, tar and chip, concrete or other similar material.

12. All plans referred to in Article 2 above shall be submitted in duplicate. They shall be complete with specifications, landscaping and outbuildings, etc. A fee of \$50.00 shall accompany the submission of plans. The fee is non-refundable. If plans are returned disapproved the fee will not be returned. However, no subsequent fee will be charged for review of revised or new plans submitted by the same lot Owner for the same lot. If outbuildings, landscaping plans are submitted separately an additional fee of \$15.00 will be required and is non-refundable. However, no subsequent fee will be charged for review of disapproved plans, revised, or other plans submitted for the same coverage. Plans will be reviewed and approved, approved if modified as indicated, or disapproved within 10 days. Approval, qualified approval and/or disapproval will be indicated thereon and returned to the Owner. One set will be retained by the Declarant for checking conformity in line with approval.

13. The Board of review on plans whose decision shall be the decision of the majority and not necessarily unanimous, shall consist of

A representative of the Declarant
A representative of the selling agency
A registered Architect, registered in the State of Maryland
A Holly Knoll Estates property Owner (if and when available).

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and it shall be lawful for any person or persons owning any part of this tract to prosecute such proceedings.

LIBER 5332 PAGE 068

- 6 -

Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any other provisions which shall remain in full force and effect.

15. While lots 53 and/or 55 are owned by the owner or owners of lot 54, nothing herein contained shall be construed to prevent the use of lots 53 and/or 55 as part of the home site of the main dwelling house located lot 54, nor shall the provisions of Paragraph 6 of these restrictions bar the use of lots 53 and/or 55 as a stable and attached paddock for the keeping of horses and ponies, while used in conjunction with the home site on lot 54.

16. The owners of lots 13, 14, 15, 16 and 17 shall have the right to the use in common of a thirty-six (36) foot wide Right of Way extending southwesterly from the cul-de-sac at the end of Holly Berry Court where the same is intersected by lots 14, 15, and 16, and running thence as follows: said Right of Way being located one-third (1/3) on the Northwest side of and two-thirds (2/3) on the Southeast side of the South 24 degrees 3 minutes 47 seconds West 239.00 feet division line between lots 15 and 16 to the end thereof. Cost of maintenance for the Right of Way including the costs of mowing the grass shoulder and snow removal and the cost of any subsequent improvement thereof, shall be borne as follows:

One-fifth (1/5) by the owner of lot 13
One-fifth (1/5) by the owner of lot 14
One-fifth (1/5) by the owner of lot 15
One-fifth (1/5) by the owner of lot 16
One-fifth (1/5) by the owner of lot 17

In the event the owners of said lots desire to improve said Right of Way, then the type and nature of improvement shall be by a majority vote of the owners of said lots having the right to the use of said Right of Way.

LIBR5332 198069

-7-

The owners of lots 14, 15 and 16 shall have the right to the use in common of a thirty-six (36) foot Right of Way beginning at the end of the Right of Way herein described and running thence as follows: said Right of Way being located one-third (1/3) on the Northwest side of and two-thirds (2/3) on the Southeast side of the South 43 degrees 5 minutes 39 seconds West 180.00 feet division line between lots 15 and 16 to the end thereof. Cost of maintenance for the Right of Way including the costs of mowing the grass shoulders and snow removal and the cost of any subsequent improvement thereof, shall be borne as follows:

One-third (1/3) by the owner of lot 14
One-third (1/3) by the owner of lot 15
One-third (1/3) by the owner of lot 16

In the event the owners of said lots desire to improve said Right of Way, then the type and nature of improvement shall be by a majority vote of the owners of said lots having the right to the use of said Right of Way.

17. The owners of lots 20, 21, 22, 23, 24 and 25 shall have the right to the use in common of a thirty-six (36) foot wide Right of Way extending Northwesterly from Holly Knoll Drive. Said Right of Way lying adjacent to and Northeasterly of the division line between lots 20 and 22 and beginning at a point on Holly Knoll Drive intersected by the division line between lots 20 and 22 and running thence on said division line North 72 degrees 29 minutes 30 seconds West 310.00 feet to the end thereof. Cost of maintenance for the Right of Way including the costs of mowing the grass shoulders and snow removal and the cost of any subsequent improvement thereof, shall be borne as follows:

One-sixth (1/6) by the owner of lot 20
One-sixth (1/6) by the owner of lot 21
One-sixth (1/6) by the owner of lot 22
One-sixth (1/6) by the owner of lot 23
One-sixth (1/6) by the owner of lot 24
One-sixth (1/6) by the owner of lot 25

LIBR5332 198070

-8-

In the event the owners of said lots desire to improve said Right of Way, then the type and nature of improvement shall be by a majority vote of the owners of said lots having the right to the use of said Right of Way.

18. The owners of lots 26, 27, 28, 29 and 30 shall have the right to the use in common of a thirty-six (36) foot wide Right of Way extending Northwesterly from Holly Knoll Drive. Said Right of Way lying adjacent to and Northeasterly of the division line between lots 26 and 27 and beginning at a point on Holly Knoll Drive intersected by the division line between lots 26 and 27 and running thence on said division line North 45 degrees 21 minutes 50 seconds East 765.00 feet to the end thereof. Cost of maintenance for the Right of Way including the costs of mowing the grass shoulders and snow removal and the cost of any subsequent improvement thereof, shall be borne as follows:

One-fifth (1/5) by the owner of lot 26
One-fifth (1/5) by the owner of lot 27
One-fifth (1/5) by the owner of lot 28
One-fifth (1/5) by the owner of lot 29
One-fifth (1/5) by the owner of lot 30

In the event the owners of said lots desire to improve said Right of Way, then the type and nature of improvement shall be by a majority vote of the owners of said lots having the right to the use of said Right of Way.

Owners of lots 26, 27, 28 and 29 shall have the right to the use in common of a thirty-six (36) foot wide Right of Way lying adjacent to and east of the division line between lots 26 and 27 beginning at the end of the Right of Way herein described and running thence North 45 degrees 21 minutes 50 seconds West 95 feet to the end thereof. Cost of maintenance for the Right of Way including the costs of mowing the grass shoulders and snow removal and the cost of any subsequent improvements thereof, shall be borne as follows:

LIBR5332 198071

-9-

One-fourth (1/4) by the owners of lot 26
One-fourth (1/4) by the owners of lot 27
One-fourth (1/4) by the owners of lot 28
One-fourth (1/4) by the owners of lot 29

In the event the owners of said lots desire to improve said Right of Way, then the type and nature of improvement shall be by a majority vote of the owners of said lots having the right to the use of said Right of Way.

19. No motor-bikes, motorcycles or mini-bikes shall be operated on any lot.

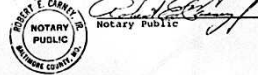
AS WITNESS the hand and seal of James E. Matthews, General Partner of Holly Knoll Estates, the Declarant herein.

WITNESS:
HOLLY KNOLL ESTATES, a Limited Partnership
BY: *James E. Matthews*
General Partner

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of January 1973, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Matthews, General Partner of Holly Knoll Estates, and acknowledged the foregoing Declaration of Restrictions to be the act of said Partnership.

AS WITNESS my hand and Notarial Seal.



LIBR5332 198072
LIBR5332 198073

Rec'd for record JAN 25 1973 at 1:30
For Elmer E. Kahline, Jr., Clerk
Mail to *Jeffersonian*
Receipt No. *67-23-50*

CERTIFICATE OF PUBLICATION

TOWSON, MD., April 10, 1973

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., on the 10th day of April, 1973, the 12th day of April, 1973, the 19th day of April, 1973, the 26th day of April, 1973, the 3rd day of May, 1973, the 10th day of May, 1973, the 17th day of May, 1973, the 24th day of May, 1973, the 31st day of May, 1973, the 7th day of June, 1973, the 14th day of June, 1973, the 21st day of June, 1973, the 28th day of June, 1973, the 5th day of July, 1973, the 12th day of July, 1973, the 19th day of July, 1973, the 26th day of July, 1973, the 2nd day of August, 1973, the 9th day of August, 1973, the 16th day of August, 1973, the 23rd day of August, 1973, the 30th day of August, 1973, the 6th day of September, 1973, the 13th day of September, 1973, the 20th day of September, 1973, the 27th day of September, 1973, the 4th day of October, 1973, the 11th day of October, 1973, the 18th day of October, 1973, the 25th day of October, 1973, the 1st day of November, 1973, the 8th day of November, 1973, the 15th day of November, 1973, the 22nd day of November, 1973, the 29th day of November, 1973, the 6th day of December, 1973, the 13th day of December, 1973, the 20th day of December, 1973, the 27th day of December, 1973, the 3rd day of January, 1974, the 10th day of January, 1974, the 17th day of January, 1974, the 24th day of January, 1974, the 31st day of January, 1974, the 7th day of February, 1974, the 14th day of February, 1974, the 21st day of February, 1974, the 28th day of February, 1974, the 6th day of March, 1974, the 13th day of March, 1974, the 20th day of March, 1974, the 27th day of March, 1974, the 3rd day of April, 1974, the 10th day of April, 1974, the 17th day of April, 1974, the 24th day of April, 1974, the 1st day of May, 1974, the 8th day of May, 1974, the 15th day of May, 1974, the 22nd day of May, 1974, the 29th day of May, 1974, the 5th day of June, 1974, the 12th day of June, 1974, the 19th day of June, 1974, the 26th day of June, 1974, the 3rd day of July, 1974, the 10th day of July, 1974, the 17th day of July, 1974, the 24th day of July, 1974, the 31st day of July, 1974, the 7th day of August, 1974, the 14th day of August, 1974, the 21st day of August, 1974, the 28th day of August, 1974, the 4th day of September, 1974, the 11th day of September, 1974, the 18th day of September, 1974, the 25th day of September, 1974, the 2nd day of October, 1974, the 9th day of October, 1974, the 16th day of October, 1974, the 23rd day of October, 1974, the 30th day of October, 1974, the 6th day of November, 1974, the 13th day of November, 1974, the 20th day of November, 1974, the 27th day of November, 1974, the 4th day of December, 1974, the 11th day of December, 1974, the 18th day of December, 1974, the 25th day of December, 1974, the 1st day of January, 1975, the 8th day of January, 1975, the 15th day of January, 1975, the 22nd day of January, 1975, the 29th day of January, 1975, the 5th day of February, 1975, the 12th day of February, 1975, the 19th day of February, 1975, the 26th day of February, 1975, the 5th day of March, 1975, the 12th day of March, 1975, the 19th day of March, 1975, the 26th day of March, 1975, the 2nd day of April, 1975, the 9th day of April, 1975, the 16th day of April, 1975, the 23rd day of April, 1975, the 30th day of April, 1975, the 7th day of May, 1975, the 14th day of May, 1975, the 21st day of May, 1975, the 28th day of May, 1975, the 4th day of June, 1975, the 11th day of June, 1975, the 18th day of June, 1975, the 25th day of June, 1975, the 2nd day of July, 1975, the 9th day of July, 1975, the 16th day of July, 1975, the 23rd day of July, 1975, the 30th day of July, 1975, the 6th day of August, 1975, the 13th day of August, 1975, the 20th day of August, 1975, the 27th day of August, 1975, the 3rd day of September, 1975, the 10th day of September, 1975, the 17th day of September, 1975, the 24th day of September, 1975, the 1st day of October, 1975, the 8th day of October, 1975, the 15th day of October, 1975, the 22nd day of October, 1975, the 29th day of October, 1975, the 5th day of November, 1975, the 12th day of November, 1975, the 19th day of November, 1975, the 26th day of November, 1975, the 3rd day of December, 1975, the 10th day of December, 1975, the 17th day of December, 1975, the 24th day of December, 1975, the 31st day of December, 1975, the 7th day of January, 1976, the 14th day of January, 1976, the 21st day of January, 1976, the 28th day of January, 1976, the 4th day of February, 1976, the 11th day of February, 1976, the 18th day of February, 1976, the 25th day of February, 1976, the 4th day of March, 1976, the 11th day of March, 1976, the 18th day of March, 1976, the 25th day of March, 1976, the 1st day of April, 1976, the 8th day of April, 1976, the 15th day of April, 1976, the 22nd day of April, 1976, the 29th day of April, 1976, the 6th day of May, 1976, the 13th day of May, 1976, the 20th day of May, 1976, the 27th day of May, 1976, the 3rd day of June, 1976, the 10th day of June, 1976, the 17th day of June, 1976, the 24th day of June, 1976, the 1st day of July, 1976, the 8th day of July, 1976, the 15th day of July, 1976, the 22nd day of July, 1976, the 29th day of July, 1976, the 5th day of August, 1976, the 12th day of August, 1976, the 19th day of August, 1976, the 26th day of August, 1976, the 2nd day of September, 1976, the 9th day of September, 1976, the 16th day of September, 1976, the 23rd day of September, 1976, the 30th day of September, 1976, the 7th day of October, 1976, the 14th day of October, 1976, the 21st day of October, 1976, the 28th day of October, 1976, the 4th day of November, 1976, the 11th day of November, 1976, the 18th day of November, 1976, the 25th day of November, 1976, the 2nd day of December, 1976, the 9th day of December, 1976, the 16th day of December, 1976, the 23rd day of December, 1976, the 30th day of December, 1976, the 6th day of January, 1977, the 13th day of January, 1977, the 20th day of January, 1977, the 27th day of January, 1977, the 3rd day of February, 1977, the 10th day of February, 1977, the 17th day of February, 1977, the 24th day of February, 1977, the 3rd day of March, 1977, the 10th day of March, 1977, the 17th day of March, 1977, the 24th day of March, 1977, the 31st day of March, 1977, the 7th day of April, 1977, the 14th day of April, 1977, the 21st day of April, 1977, the 28th day of April, 1977, the 5th day of May, 1977, the 12th day of May, 1977, the 19th day of May, 1977, the 26th day of May, 1977, the 2nd day of June, 1977, the 9th day of June, 1977, the 16th day of June, 1977, the 23rd day of June, 1977, the 30th day of June, 1977, the 7th day of July, 1977, the 14th day of July, 1977, the 21st day of July, 1977, the 28th day of July, 1977, the 4th day of August, 1977, the 11th day of August, 1977, the 18th day of August, 1977, the 25th day of August, 1977, the 1st day of September, 1977, the 8th day of September, 1977, the 15th day of September, 1977, the 22nd day of September, 1977, the 29th day of September, 1977, the 6th day of October, 1977, the 13th day of October, 1977, the 20th day of October, 1977, the 27th day of October, 1977, the 3rd day of November, 1977, the 10th day of November, 1977, the 17th day of November, 1977, the 24th day of November, 1977, the 1st day of December, 1977, the 8th day of December, 1977, the 15th day of December, 1977, the 22nd day of December, 1977, the 29th day of December, 1977, the 5th day of January, 1978, the 12th day of January, 1978, the 19th day of January, 1978, the 26th day of January, 1978, the 2nd day of February, 1978, the 9th day of February, 1978, the 16th day of February, 1978, the 23rd day of February, 1978, the 3rd day of March, 1978, the 10th day of March, 1978, the 17th day of March, 1978, the 24th day of March, 1978, the 31st day of March, 1978, the 7th day of April, 1978, the 14th day of April, 1978, the 21st day of April, 1978, the 28th day of April, 1978, the 5th day of May, 1978, the 12th day of May, 1978, the 19th day of May, 1978, the 26th day of May, 1978, the 2nd day of June, 1978, the 9th day of June, 1978, the 16th day of June, 1978, the 23rd day of June, 1978, the 30th day of June, 1978, the 7th day of July, 1978, the 14th day of July, 1978, the 21st day of July, 1978, the 28th day of July, 1978, the 4th day of August, 1978, the 11th day of August, 1978, the 18th day of August, 1978, the 25th day of August, 1978, the 1st day of September, 1978, the 8th day of September, 1978, the 15th day of September, 1978, the 22nd day of September, 1978, the 29th day of September, 1978, the 6th day of October, 1978, the 13th day of October, 1978, the 20th day of October, 1978, the 27th day of October, 1978, the 3rd day of November, 1978, the 10th day of November, 1978, the 17th day of November, 1978, the 24th day of November, 1978, the 1st day of December, 1978, the 8th day of December, 1978, the 15th day of December, 1978, the 22nd day of December, 1978, the 29th day of December, 1978, the 5th day of January, 1979, the 12th day of January, 1979, the 19th day of January, 1979, the 26th day of January, 1979, the 2nd day of February, 1979, the 9th day of February, 1979, the 16th day of February, 1979, the 23rd day of February, 1979, the 3rd day of March, 1979, the 10th day of March, 1979, the 17th day of March, 1979, the 24th day of March, 1979, the 31st day of March, 1979, the 7th day of April, 1979, the 14th day of April, 1979, the 21st day of April, 1979, the 28th day of April, 1979, the 5th day of May, 1979, the 12th day of May, 1979, the 19th day of May, 1979, the 26th day of May, 1979, the 2nd day of June, 1979, the 9th day of June, 1979, the 16th day of June, 1979, the 23rd day of June, 1979, the 30th day of June, 1979, the 7th day of July, 1979, the 14th day of July, 1979, the 21st day of July, 1979, the 28th day of July, 1979, the 4th day of August, 1979, the 11th day of August, 1979, the 18th day of August, 1979, the 25th day of August, 1979, the 1st day of September, 1979, the 8th day of September, 1979, the 15th day of September, 1979, the 22nd day of September, 1979, the 29th day of September, 1979, the 6th day of October, 1979, the 13th day of October, 1979, the 20th day of October, 1979, the 27th day of October, 1979, the 3rd day of November, 1979, the 10th day of November, 1979, the 17th day of November, 1979, the 24th day of November, 1979, the 1st day of December, 1979, the 8th day of December, 1979, the 15th day of December, 1979, the 22nd day of December, 1979, the 29th day of December, 1979, the 5th day of January, 1980, the 12th day of January, 1980, the 19th day of January, 1980, the 26th day of January, 1980, the 2nd day of February, 1980, the 9th day of February, 1980, the 16th day of February, 1980, the 23rd day of February, 1980, the 3rd day of March, 1980, the 10th day of March, 1980, the 17th day of March, 1980, the 24th day of March, 1980, the 31st day of March, 1980, the 7th day of April, 1980, the 14th day of April, 1980, the 21st day of April, 1980, the 28th day of April, 1980, the 5th day of May, 1980, the 12th day of May, 1980, the 19th day of May, 1980, the 26th day of May, 1980, the 2nd day of June, 1980, the 9th day of June, 1980, the 16th day of June, 1980, the 23rd day of June, 1980, the 30th day of June, 1980, the 7th day of July, 1980, the 14th day of July, 1980, the 21st day of July, 1980, the 28th day of July, 1980, the 4th day of August, 1980, the 11th day of August, 1980, the 18th day of August, 1980, the 25th day of August, 1980, the 1st day of September, 1980, the 8th day of September, 1980, the 15th day of September, 1980, the 22nd day of September, 1980, the 29th day of September, 1980, the 6th day of October, 1980, the 13th day of October, 1980, the 20th day of October, 1980, the 27th day of October, 1980, the 3rd day of November, 1980, the 10th day of November, 1980, the 17th day of November, 1980, the 24th day of November, 1980, the 1st day of December, 1980, the 8th day of December, 1980, the 15th day of December, 1980, the 22nd day of December, 1980, the 29th day of December, 1980, the 5th day of January, 1981, the 12th day of January, 1981, the 19th day of January, 1981, the 26th day of January, 1981, the 2nd day of February, 1981, the 9th day of February, 1981, the 16th day of February, 1981, the 23rd day of February, 1981, the 3rd day of March, 1981, the 10th day of March, 1981, the 17th day of March, 1981, the 24th day of March, 1981, the 31st day of March, 1981, the 7th day of April, 1981, the 14th day of April, 1981, the 21st day of April, 1981, the 28th day of April, 1981, the 5th day of May, 1981, the 12th day of May, 1981, the 19th day of May, 1981, the 26th day of May, 1981, the 2nd day of June, 1981, the 9th day of June, 1981, the 16th day of June, 1981, the 23rd day of June, 1981, the 30th day of June, 1981, the 7th day of July, 1981, the 14th day of July, 1981, the 21st day of July, 1981, the 28th day of July, 1981, the 4th day of August, 1981, the 11th day of August, 1981, the 18th day of August, 1981, the 25th day of August, 1981, the 1st day of September, 1981, the 8th day of September, 1981, the 15th day of September, 1981, the 22nd day of September, 1981, the 29th day of September, 1981, the 6th day of October, 1981, the 13th day of October, 1981, the 20th day of October, 1981, the 27th day of October, 1981, the 3rd day of November, 1981, the 10th day of November, 1981, the 17th day of November, 1981, the 24th day of November, 1981, the 1st day of December, 1981, the 8th day of December, 1981, the 15th day of December, 1981, the 22nd day of December, 1981, the 29th day of December, 1981, the 5th day of January, 1982, the 12th day of January, 1982, the 19th day of January, 1982, the 26th day of January, 1982, the 2nd day of February, 1982, the 9th day of February, 1982, the 16th day of February, 1982, the 23rd day of February, 1982, the 3rd day of March, 1982, the 10th day of March, 1982, the 17th day of March, 1982, the 24th day of March, 1982, the 31st day of March, 1982, the 7th day of April, 1982, the 14th day of April, 1982, the 21st day of April, 1982, the 28th day of April, 1982, the 5th day of May, 1982, the 12th day of May, 1982, the 19th day of May, 1982, the 26th day of May, 1982, the 2nd day of June, 1982, the 9th day of June, 1982, the 16th day of June, 1982, the 23rd day of June, 1982, the 30th day of June, 1982, the 7th day of July, 1982, the 14th day of July, 1982, the 21st day of July, 1982, the 28th day of July, 1982, the 4th day of August, 1982, the 11th day of August, 1982, the 18th day of August, 1982, the 25th day of August, 1982, the 1st day of September, 1982, the 8th day of September, 1982, the 15th day of September, 1982, the 22nd day of September, 1982, the 29th day of September, 1982, the 6th day of October, 1982, the 13th day of October, 1982, the 20th day of October, 1982, the 27th day of October, 1982, the 3rd day of November, 1982, the 10th day of November, 1982, the 17th day of November, 1982, the 24th day of November, 1982, the 1st day of December, 1982, the 8th day of December, 1982, the 15th day of December, 1982, the 22nd day of December, 1982, the 29th day of December, 1982, the 5th day of January, 1983, the 12th day of January, 1983, the 19th day of January, 1983, the 26th day of January, 1983, the 2nd day of February, 1983, the 9th day of February, 1983, the 16th day of February, 1983, the 23rd day of February, 1983, the 3rd day of March, 1983, the 10th day of March, 1983, the 17th day of March, 1983, the 24th day of March, 1983, the 31st day of March, 1983, the 7th day of April, 1983, the 14th day of April, 1983, the 21st day of April, 1983, the 28th day of April, 1983, the 5th day of May, 1983, the 12th day of May, 1983, the 19th day of May, 1983, the 26th day of May, 1983, the 2nd day of June, 1983, the 9th day of June, 1983, the 16th day of June, 1983, the 23rd day of June, 1983, the 30th day of June, 1983, the 7th day of July, 1983, the 14th day of July, 1983, the 21st day of July, 1983, the 28th day of July, 1983, the 4th day of August, 1983, the 11th day of August, 1983, the 18th day of August, 1983, the 25th day of August, 1983, the 1st day of September, 1983, the 8th day of September, 1983, the 15th day of September, 1983, the 22nd day of September, 1983, the 29th day of September, 1983, the 6th day of October, 1983, the 13th day of October, 1983, the 20th day of October, 1983, the 27th day of October, 1983, the 3rd day of November, 1983, the 10th day of November, 1983, the 17th day of November, 1983, the 24th day of November, 1983, the 1st day of December, 1983, the 8th day of December, 1983, the 15th day of December, 1983, the 22nd day of December, 1983, the 29th day of December, 1983, the 5th day of January, 1984, the 12th day of January, 1984, the 19th day of January, 1984, the 26th day of January, 1984, the 2nd day of February, 1984, the 9th day of February, 1984, the 16th day of February, 1984, the 23rd day of February, 1984, the 3rd day of March, 1984, the 10th day of March, 1984, the 17th day of March, 1984, the 24th day of March, 1984, the 31st day of March, 1984, the 7th day of April, 1984, the 14th day of April, 1984, the 21st day of April, 1984, the 28th day of April, 1984, the 5th day of May, 1984, the 12th day of May, 1984, the 19th day of May, 1984, the 26th day of May, 1984, the 2nd day of June, 1984, the 9th day of June, 1984, the 16th day of June, 1984, the 23rd day of June, 1984, the 30th day of June, 1984, the 7th day of July, 1984, the 14th day of July, 1984, the 21st day of July, 1984, the 28th day of July, 1984, the 4th day of August, 1984, the 11th day of August, 1984, the 18th day of August, 1984, the 25th day of August, 1984, the 1st day of September, 1984, the 8th day of September, 1984, the 15th day of September, 1984, the 22nd day of September, 1984, the 29th day of September, 1984, the 6th day of October, 1984, the 13th day of October, 1984, the 20th day of October, 1984, the 27th day of October, 1984, the 3rd day of November, 1984, the 10th day of November, 1984, the 17th day of November, 1984, the 24th day of November, 1984, the 1st day of December, 1984, the 8th day of December, 1984, the 15th day of December, 1984, the 22nd day of December, 1984, the 29th day of December, 1984, the 5th day of January, 1985, the 12th day of January, 1985, the 19th day of January, 1985, the 26th day of January, 1985, the 2nd day of February, 1985, the 9th day of February, 1985, the 16th day of February, 1985, the 23rd day of February, 1985, the 3rd day of March, 1985, the 10th day of March, 1985, the 17th day of March, 1985, the 24th day of March, 1985, the 31st day of March, 1985, the 7th day of April, 1985, the 14th day of April, 1985, the 21st day of April, 1985, the 28th day of April, 1985, the 5th day of May, 1985, the 12th day of May, 1985, the 19th day of May, 1985, the 26th day of May, 1985, the 2nd day of June, 1985, the 9th day of June, 1985, the 16th day of June, 1985, the 23rd day of June, 1985, the 30th day of June, 1985, the 7th day of July, 1985, the 14th day of July, 1985, the 21st day of July, 1985, the 28th day of July, 1985, the 4th day of August, 1985, the 11th day of August, 1985, the 18th day of August, 1985, the 25th day of August, 1985, the 1st day of September, 1985, the 8th day of September, 1985, the 15th day of September, 1985, the 22nd day of September, 1985, the 29th day of September, 1985, the 6th day of October, 1985, the 13th day of October, 1985, the 20th day of October, 1985, the 27th day of October, 1985, the 3rd day of November, 1985, the 10th day of November, 1985, the 17th day of November, 1985, the 24th day of November, 1985, the 1st day of December, 1985, the 8th day of December, 1985, the 15th day of December, 1985, the 22nd day of December, 1985, the 29th day of December, 1985, the 5th day of January, 1986, the 12th day of January, 1986, the 19th day of January, 1986, the

BALTIMORE COUNTY ZONING ADVISORY COMMITTEE

April 27, 1973

COUNTY OFFICE BLDG.
111 N. CHARLES ST.
TOWSON, MARYLAND 21204JOHN J. DILLON, JR.
Chairman

MEMBERS

BUREAU OF
ENGINEERINGDEPARTMENT OF
TRAFFIC ENGINEERING

STATE ROADS COMMISSION

BUREAU OF
FIRE PREVENTION

HEALTH DEPARTMENT

PROJECT PLANNING
BUILDING DEPARTMENT

BOARD OF EDUCATION

ZONING ADMINISTRATION

INDUSTRIAL
DEVELOPMENTRobert E. Carney, Jr., Esq.,
406 Jefferson Building
Towson, Maryland 21204RE: Variance Petition
Item 164
Holly Knoll Estates - Petitioner

Dear Mr. Carney:

The Zoning Advisory Committee has reviewed the plans submitted with the above referenced petition and has made an on site field inspection of the property. The following comments are a result of this review and inspection.

These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the appropriateness of the requested zoning.

The subject property is located on the west side of Dulaney Valley Road, 2400 feet south of Manor Road, in the 10th District of Baltimore County. This property, which is zoned RDP and contains a gross area of 109.963 acres and is supporting 58 lots that range in size from one acre to 3.60 acres, and was approved as a subdivision by Baltimore County in October 1972, and is known as Holly Knoll Estates, - at that time the petitioner was permitted certain configurations of proposed lot sizing that would require a development of varied types of dwelling units, such as L-shaped houses, or houses built further back than the normal setback requirement. It was my understanding at that time this was perfectly within the realm of development for the builder. However, the builder now proposes to have the Zoning Commissioner entertain mass variances on 30 of these lots for side yard variances that range from 15 feet to 30 feet instead of the required 50 feet. The Committee is generally of the opinion that the petitioner should actually consider resubdividing as we feel that the 50 foot side yard requirements were placed within the RDP classifications for specific and certain reasons that are

Robert E. Carney, Jr., Esq.
Item 164
Page 2

April 27, 1973

outlined in Section 1A00.12 and also Section 1A00.3 of the Zoning Regulations. However, recent conversations with the petitioner's attorney indicate that he does not wish to reconsider a resubdivision at this time. We are, therefore, scheduling this petition for a hearing for the Zoning Commissioner to make his decision.

This petition is accepted for filing on the date of the enclosed filing certificate. Notice of the hearing date and time, which will be held not less than 30, nor more than 90 days after the date on the filing certificate, will be forwarded to you in the near future.

Very truly yours,
John J. Dillon, Jr.
John J. Dillon, Jr.,
Chairman, Zoning Advisory Committee

JJDjr:lj

(Enclosure)

cc: George William Stephens & Assoc., Inc.
303 Allegheny Avenue (21-04)Baltimore County, Maryland
Department of Public Works
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204Bureau of Engineering
ELLSWORTH H. DIVER, P.E. CHIEF

March 29, 1973

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #164 (1972-1973)
Property Owner: Holly Knoll Estates
W/S of Dulaney Valley Road, 2400' S. of Manor Road
Present Zoning: R.D.P.
Proposed Zoning: Variance from Section 1A00.3.B.3 to permit side yard setbacks of less than the required 50' for those lots specifically listed and indicated on the submitted plans of Holly Knoll Estates Subdivision District 10th No. Acres: 109.963 acres

Dear Mr. DiNenna:

Baltimore County utilities and highway improvements are as secured by Public Works Agreement #107203 executed in conjunction with the development of Holly Knoll Estates subdivision. Public water supply and sanitary sewerage are not available. This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item #164 (1972-1973).

Very truly yours,

Ellsworth H. Diver, P.E.
ELLSWORTH H. DIVER, P.E.
Chief, Bureau of Engineering

END:RAM:FW:res

cc: Catherine L. Warfield

U-OM Key Sheet
68, 69 & 70 NE 16 & 17 Position Sheet
NE 18 D & E Topo
44 Tax Map

BALTIMORE COUNTY, MARYLAND
JEFFERSON BUILDING TOWSON, MARYLAND 21204DEPARTMENT OF TRAFFIC ENGINEERING
EUGENE J. CLIFFORD, P.E. Wm. T. MILLER
DIRECTOR DEPUTY TRAFFIC ENGINEER

April 11, 1973

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item 164 - ZAC - March 13, 1973
Property Owner: Holly Knoll Estates
Dulaney Valley Road S. of Manor Road
Var. from Section 1A00.3.B.3 to permit side yard setbacks of less than req. 50' - District 10

Dear Mr. DiNenna:

No major traffic problems are anticipated by the requested variances to the side yards.

Very truly yours,

Michael S. Flanigan
Michael S. Flanigan
Traffic Engineer Associate

MSF:nc

Baltimore County Fire Department

J. Austin Deitz
Chief

Towson, Maryland 21204

872-7310

Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204Attention: Mr. Jack Dillon, Chairman
Zoning Advisory Committee

Re: Property Owner: Holly Knoll Estates

Location: W/S of Dulaney Valley Road, 2400' S of Manor Road

Item No. 164 Zoning Agenda Tuesday, March 13, 1973

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- () 1. Fire hydrants for the referenced property are required and shall be located at intervals of feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead-end condition shown at
- () 4. EXCEEDS the maximum allowed by the Fire Department. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operations.
- () 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "The Life Safety Code", 1970 Edition prior to occupancy.
- () 6. Site plans are approved as drawn.
- (X) 7. The Fire Prevention Bureau has no comments at this time.

Reviewer: *[Signature]* Noted and Approved: Deputy Chief
Planning Group Fire Prevention Bureau
Special Inspection Division

als
4/25/72BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF HEALTHJEFFERSON BUILDING
TOWSON, MARYLAND 21204

March 14, 1973

DONALD J. ROOP, M.D., M.P.H.
DEPUTY STATE AND COUNTY HEALTH OFFICERMr. S. Eric DiNenna, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. DiNenna:

Comments on Item 164, Zoning Advisory Committee Meeting March 6, 1973, are as follows:

Property Owner: Holly Knoll Estates
Location: W/S of Dulaney Valley Road, 2400' S of Manor Rd.
Present Zoning: R.D.P.
Proposed Zoning: Variance from Section 1A00.3.B.3 to permit side yard setbacks of less than the required 50' for those lots specifically listed and indicated on the submitted plans of Holly Knoll Estates Subdivision.
District: 10
No. Acres: 109.963

This subdivision has had soil evaluations prior to signature of record plat. Any variations to be made on the proposed septic systems or water wells must be approved by the Department of Health.

Very truly yours,

Thomas H. Devlin
THOMAS H. DEVLIN
BUREAU OF ENVIRONMENTAL SERVICES

LVB:mgc

WILLIAM D. FROMM
DIRECTOR
S. ERIC DINENNA
ZONING COMMISSIONER

April 26, 1973

Mr. S. Eric DiNenna, Zoning Commissioner
Zoning Advisory Committee
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Mr. DiNenna:

Comments on Item #164, Zoning Advisory Committee Meeting, March 13, 1973, are as follows:

Property Owner: Holly Knoll Estates
Location: W/S of Dulaney Valley Road, 2400' S of Manor Road
Present Zoning: R.D.P.
Proposed Zoning: Variance from Section 1A00.3.B.3 to permit side yard setbacks of less than the required 50' for those lots specifically listed and indicated on the submitted plans of Holly Knoll Estates Subdivision
District: 10
No. Acres: 109.963 acres

The plan for this subdivision which was tentatively approved on August 30, 1972, shows these lots with proposed houses that conformed to the R.D.P. regulations. If the developer wishes to build larger homes at this time Baltimore County would not object to a resubdivision into larger lots.

Variances are not necessary to build on the cul-de-sac lots No. 12, 13, 17, 21, 22, 23, 24, 37, 38, 39, and 40 as the houses could be set back.

Very truly yours,

Richard B. Williams
Richard B. Williams
Planner II
Project Planning Division
Office of Planning and Zoning

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING
SUITE 301 JEFFERSON BUILDING 108 WEST CHESAPEAKE AVENUE TOWSON, MARYLAND 21204
AREA CODE 301 PLANNING 386351 ZONING 386351BOARD OF EDUCATION
OF BALTIMORE COUNTY

TOWSON, MARYLAND - 21204

Date: March 13, 1973

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Z.A.C. Meeting of: March 13, 1973

Re: Item 164
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

Holly Knoll Estates
W/S of Dulaney Valley Road, 2400' S. of Manor Road -
R.D.P.
Variance from Section 1A00.3.B.3 to permit side yard setbacks of less than the required 50' for those lots specifically listed and indicated on the submitted plans of Holly Knoll Estates Subdivision.

District: 10
No. Acres: 109.963 acres

Dear Mr. DiNenna:

No effect on student population.

WNP/ml

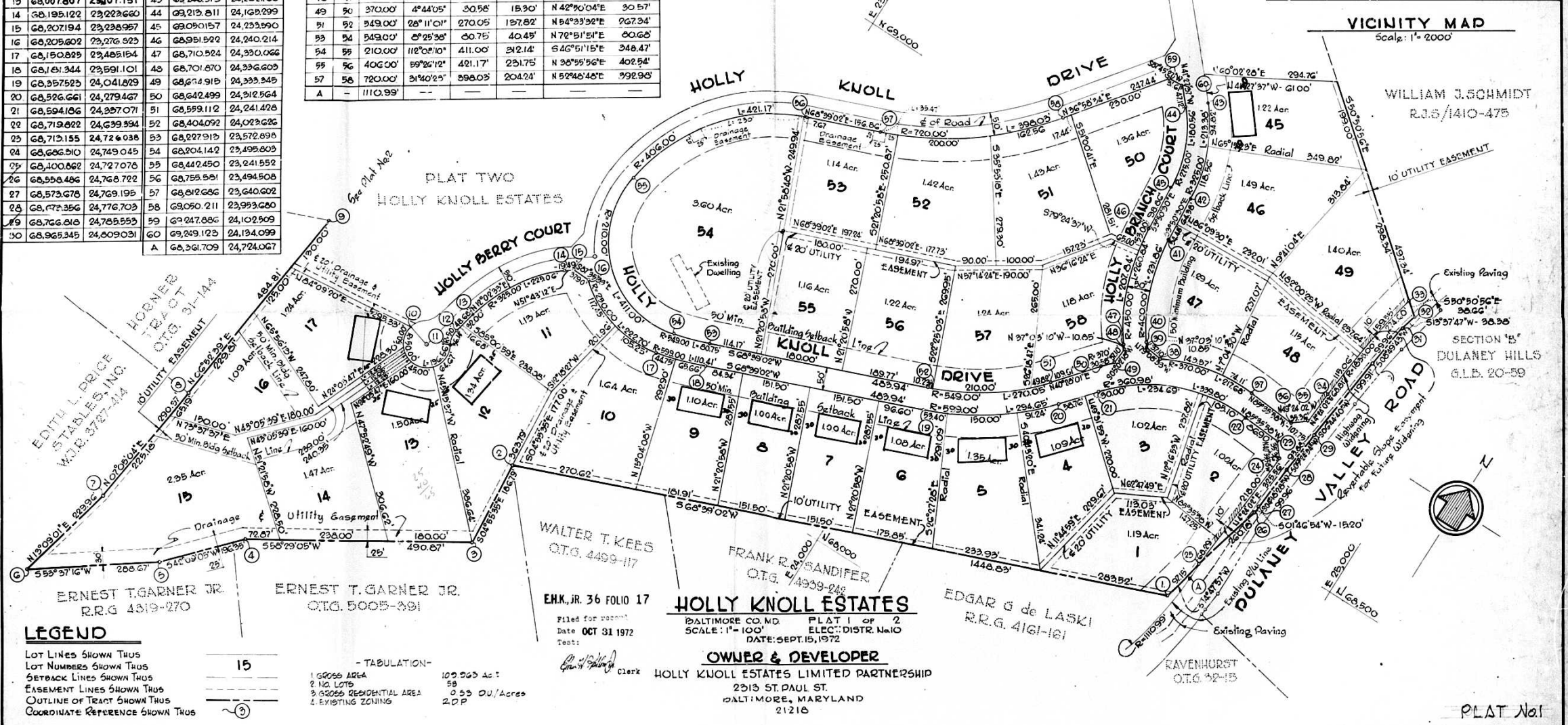
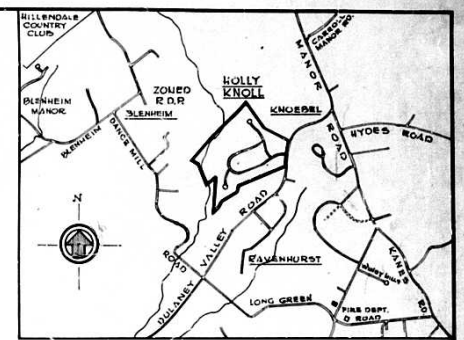
Very truly yours,
W. Nick Jurevich
W. Nick Jurevich
Field Representative

H. EMILIE PARKS, M.D.
EUGENE C. WEBB, M.D.
WING S. CHEN, M.D.MARCOUS M. ROYBARS
JOSEPH N. MCGOWAN
ALVIN LOREK
JOSHUA R. WHEELER, M.D.WAYARD WILLIAMS, JR.
RICHARD W. TRACEY, M.D.
MRS. RICHARD A. WILSON, D.

COORDINATE SCHEDULE				
No.	NORTH	EAST	No.	NORTH
1	68,306.935	24,702.265	31	69,004.100
2	67,770.482	23,362.956	32	69,010.415
3	67,999.383	23,368.898	33	69,125.821
4	67,886.793	22,990.431	34	68,894.624
5	67,191.224	22,818.668	35	68,768.015
6	67,020.006	22,856.248	36	68,763.007
7	67,243.934	22,695.565	37	68,771.275
8	67,599.085	22,674.977	38	68,725.009
9	68,019.403	22,752.430	39	68,731.937
10	67,914.410	23,010.684	40	68,740.651
11	67,925.251	23,022.321	41	68,954.671
12	67,760.203	23,076.976	42	69,089.507
13	68,007.807	23,107.151	43	69,246.915
14	68,195.122	23,222.660	44	69,213.811
15	68,207.194	23,238.957	45	69,090.157
16	68,209.602	23,276.923	46	68,951.592
17	68,150.829	23,489.154	47	68,710.524
18	68,161.344	23,591.101	48	68,701.870
19	68,575.723	24,041.829	49	68,674.915
20	68,526.661	24,279.467	50	68,642.499
21	68,594.186	24,357.071	51	68,599.112
22	68,719.822	24,639.334	52	68,404.092
23	68,712.155	24,726.038	53	68,227.913
24	68,686.310	24,749.045	54	68,204.142
25	68,100.862	24,727.076	55	68,442.450
26	68,556.486	24,768.722	56	68,755.581
27	68,573.678	24,769.195	57	68,612.686
28	68,723.356	24,776.703	58	69,050.211
29	68,766.818	24,785.553	59	69,247.886
30	68,965.345	24,609.031	60	69,259.123
			A	68,361.709

CURVE DATA				
FROM	TO	R	Δ	L
10	11	50.00'	225°14'30"	196.56'
11	12	50.00'	41°24'35"	58.14'
13	14	225.00'	39°40'39"	225.00'
16	17	250.00'	51°02'25"	222.70'
17	18	599.00'	10°35'40"	110.41'
19	20	599.00'	28°11'01"	294.65'
21	22	260.98'	53°56'01"	339.80'
33	34	1639.00'	8°34'27"	274.60'
37	38	870.00'	33°42'28"	217.60'
40	41	400.00'	33°12'40"	231.81'
42	43	325.00'	37°37'07"	213.38'
44	45	275.00'	37°37'07"	150.56'
46	47	430.00'	33°12'40"	260.84'
49	50	370.00'	4°44'05"	30.55'
51	52	343.00'	28°11'01"	270.05'
53	54	343.00'	8°35'38"	60.75'
54	55	210.00'	118°08'10"	411.00'
55	56	400.00'	59°26'12"	421.17'
57	58	720.00'	31°40'25"	598.03'
A	-	1110.99'	-	-

NOTE:
FOR RAINFALL LOTS, REFUSE COLLECTION,
SNOW REMOVAL, AND ROAD MAINTENANCE ARE
PROVIDED TO THE JUNCTION OF THE RAINFALL
AND THE STREET RIGHT-OF-WAY LINE ONLY AND
NOT ONTO THE RAINFALL LOT DRIVEWAY.



LEGEND
 LOT LINES SHOWN THUS
 LOT NUMBERS SHOWN THUS
 SETBACK LINES SHOWN THUS
 EASEMENT LINES SHOWN THUS
 OUTLINE OF TRACT SHOWN THUS
 COORDINATE REFERENCE SHOWN THUS

NOTES
 THE STREETS AND OR ROADS AS SHOWN HEREON AND THE
 WHOLE THEREOF IN DEED ARE FOR THE PURPOSE OF DIS-
 CLOSURE ONLY AND THE SAME ARE NOT INTENDED TO BE LOCATED
 TO PUBLIC USE. THE FEE SHOWN TITLE TO THE TRACT THEREOF IS
 EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH
 THIS PLAT IS ATTACHED. THEIR HEIRS AND ASSIGNS.

OWNERS CERTIFICATE:
 CERTIFICATION IS HEREBY MADE THAT ALL THE REQUIRE-
 MENTS OF SECTION 72B ARTICLE 17 OF THE ANNOTATED CODE
 OF MARYLAND THAT AND ALL SUPPLEMENTS THERETO HAVE BEEN
 COMPLIED WITH ON THIS PLAT
HOLLY KNOLL ESTATES LIMITED PARTNERSHIP
 GENERAL PARTNER

SURVEYORS CERTIFICATE:
 CERTIFICATION IS HEREBY MADE THAT THIS PLAT WAS COM-
 PLETED BY G. W. STEPHENS, JR. & ASSOCIATES, INC. AND THAT IT
 MEETS THE REQUIREMENTS OF SECTION 72B ARTICLE 17 OF THE
 ANNOTATED CODE OF MARYLAND THAT SUPPLEMENT 1A: ALL
 SUPPLEMENTS THERETO

OWNER & DEVELOPER
HOLLY KNOLL ESTATES LIMITED PARTNERSHIP
 2215 ST. PAUL ST.
 BALTIMORE, MARYLAND
 21218

NOTE: COORDINATES AND BEARINGS SHOWN ON THIS PLAT ARE REFERRED TO THE SYSTEM OF COORDINATES ESTABLISHED IN THE BALTIMORE COUNTY METROPOLITAN DISTRICT AND ARE BASED ON THE FOLLOWING TRAVEL STATIONS: NOTE: COORDINATES ARE REFERRED TO BALTIMORE COUNTY TRAVEL STATIONS: X-8105 N 67°40'50" W-X-8106 N 67°17'15" E-8107 X-8108 N 67°40'50" W-X-8109 N 67°17'15" E-8110 X-8111 N 67°40'50" W-X-8112 N 67°17'15" E-8113	NOTE: THE STREETS AND/OR ROADS AS SHOWN HEREON AND THE WHOLE THEREOF IN DEED ARE FOR THE PURPOSE OF DISCLOSURE ONLY AND THE SAME ARE NOT INTENDED TO BE LOCATED TO PUBLIC USE. THE FEE SHOWN TITLE TO THE TRACT THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED. THEIR HEIRS AND ASSIGNS.	OWNERS CERTIFICATE: CERTIFICATION IS HEREBY MADE THAT ALL THE REQUIREMENTS OF SECTION 72B ARTICLE 17 OF THE ANNOTATED CODE OF MARYLAND THAT AND ALL SUPPLEMENTS THERETO HAVE BEEN COMPLIED WITH ON THIS PLAT HOLLY KNOLL ESTATES LIMITED PARTNERSHIP GENERAL PARTNER DATE 10/1/72	SURVEYORS CERTIFICATE: CERTIFICATION IS HEREBY MADE THAT THIS PLAT WAS COMPLETED BY G. W. STEPHENS, JR. & ASSOCIATES, INC. AND THAT IT MEETS THE REQUIREMENTS OF SECTION 72B ARTICLE 17 OF THE ANNOTATED CODE OF MARYLAND THAT SUPPLEMENT 1A: ALL SUPPLEMENTS THERETO DATE 10/1/72	APPROVED BY BALTIMORE COUNTY HEALTH DEPARTMENT DATE 10/1/72 APPROVED BY BALTIMORE COUNTY PLANNING BOARD DATE 10/1/72 APPROVED BY BALTIMORE COUNTY ENGINEERING BOARD DATE 10/1/72	GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC. CIVIL ENGINEERS & LAND SURVEYORS TOWSON, MARYLAND 21204 BEL AIR, MARYLAND 21014
				APPROVED AS TO ASSIGNMENT AND LOCATION OF STREETS DATE 10/1/72 APPROVED AS TO ASSIGNMENT AND LOCATION OF STREETS DATE 10/1/72 APPROVED AS TO ASSIGNMENT AND LOCATION OF STREETS DATE 10/1/72	COMPLETED BY: J.H.N. CHECKED BY: J.H.N. DRAWN BY: A.S. W.O. NO. 1000

COORDINATE SCHEDULE

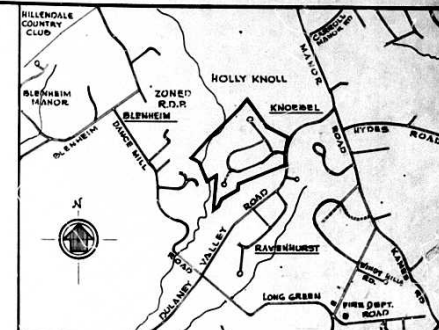
No.	NORTH	EAST
G1	69,573.225	23,914.476
G2	69,573.422	23,919.233
G3	69,747.689	23,780.648
G4	69,771.396	23,702.041
G5	69,800.061	23,691.692
G6	69,756.841	23,692.642
G7	69,740.809	23,662.875
G8	69,717.009	23,681.281
G9	69,614.642	23,791.445
G10	69,540.180	23,677.009
G11	69,324.840	24,067.201
G12	69,286.131	24,068.716
G13	69,080.286	23,912.735
G14	68,659.234	23,622.599
G15	68,796.467	23,461.815
G16	68,396.974	23,168.399
G17	68,263.643	23,215.234
G18	68,246.444	23,207.962
G19	68,294.371	23,192.605
G20	68,018.236	23,086.252
G21	67,970.634	23,018.096
G22	67,940.098	23,028.971
G23	67,684.125	22,407.790
G24	67,472.157	22,269.689
G25	68,012.955	21,963.771
G26	69,629.960	22,769.900
G27	70,155.034	23,293.682
G28	70,468.480	23,531.013
G29	69,622.293	24,193.642
G30	67,928.311	22,518.749
G31	68,089.000	22,424.000
G32	68,392.000	22,347.000
G33	68,813.469	22,909.233
G34	69,066.900	22,700.300
G35	69,134.000	22,770.000
G36	69,291.333	22,649.279
G37	69,993.906	23,236.716
G38	69,632.764	23,192.404
G39	70,123.819	23,364.278
G40	70,293.272	23,474.461
G41	70,198.000	23,531.000
G42	70,119.024	23,700.479
G43	70,101.677	23,818.088

CURVE DATA

FROM	TO	R	Δ	L	T	CHORD
G1	G2	490.81'	14°46'15"	126.82'	G376'	N40°51'45"W 126.46'
G2	G3	425.00'	18°12'03"	135.01'	G508'	N47°09'51"W 134.44'
G4	G5	50.00'	41°24'38"	36.14'	---	N17°21'32"W 35.36'
G5	G6	50.00'	26°29'10"	229.35'	---	---
G6	G7	50.00'	41°24'38"	36.14'	---	N58°46'07"W 35.36'
G8	G9	479.00'	18°02'03"	150.89'	76.09'	N47°09'51"W 150.26'
G9	G10	440.81'	14°46'15"	113.90'	57.27'	N40°51'45"W 113.55'
G10	G11	670.00'	34°02'28"	370.39'	190.06'	N58°46'46"E 368.69'
G11	G12	430.00'	68°31'12"	514.24'	292.88'	N34°23'26"E 464.14'
G12	G13	250.00'	20°36'31"	117.56'	59.69'	S18°20'29"E 116.48'
G13	G14	375.00'	39°20'39"	259.69'	129.29'	N31°52'53"E 294.53'
G14	G15	500.00'	41°24'38"	36.14'	109.00'	S59°44'51"W 35.36'
G15	G16	500.00'	37°34'39"	32.79'	---	N36°39'56"E 32.20'

FLOOD PLAIN EASEMENT AREA: 526 Acres
OPEN SPACE AREA: 15.31 Acres

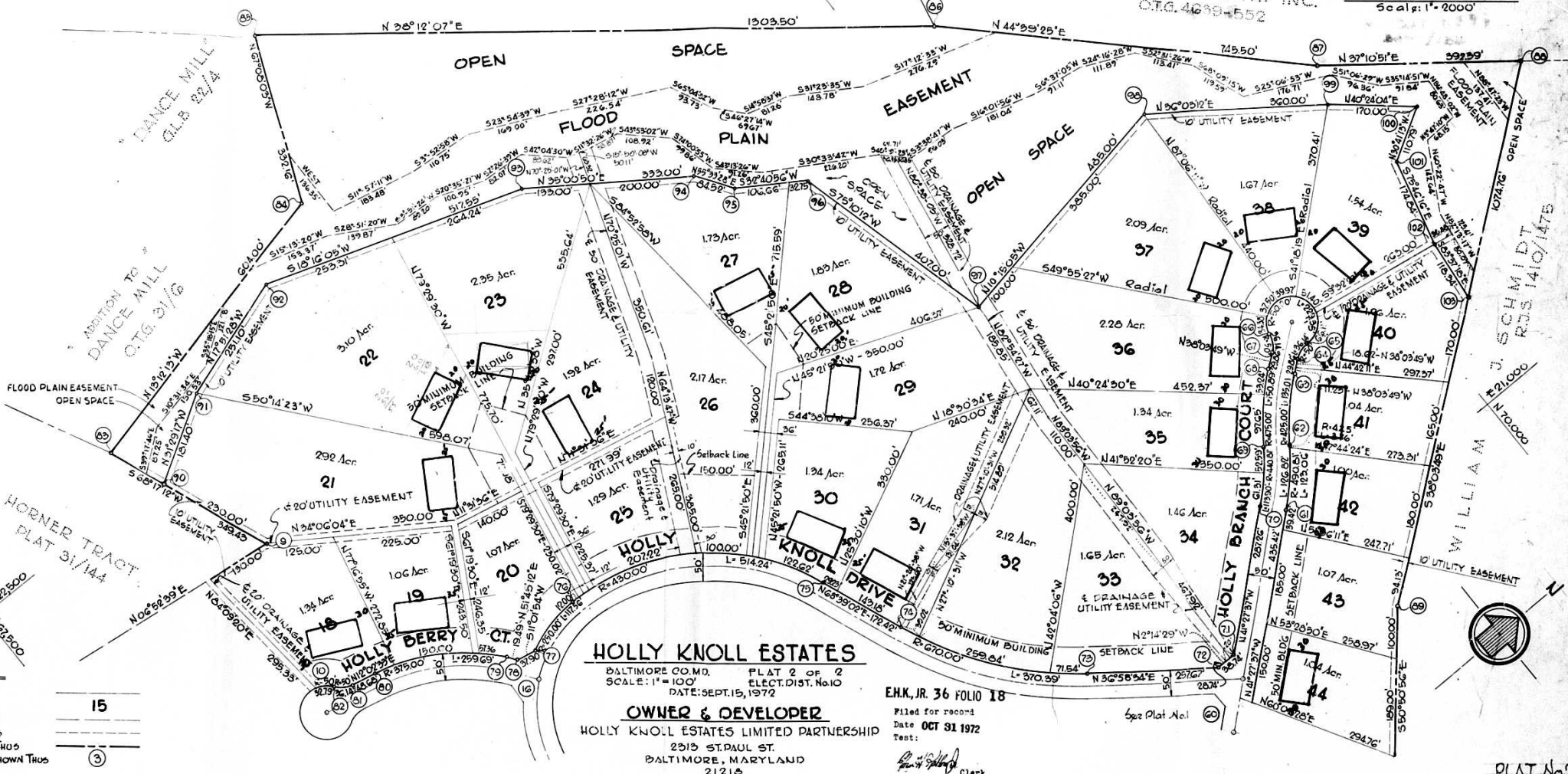
NOTE:
FOR PENHANDLE LOTS, REFUSE COLLECTION,
SNOW REMOVAL, AND ROAD MAINTENANCE ARE
PROVIDED TO THE JUNCTION OF THE PENHANDLE
AND THE STREET RIGHT-OF-WAY LINE ONLY AND
NOT ONTO THE PENHANDLE LOT DRIVEWAY.



MILTON JAMES
4272/564

VALLEY NORTH INC.
OTG 4679-4552

VICINITY MAP
Scale: 1" = 2000'



HOLLY KNOLL ESTATES

BALTIMORE CO. M.D. PLAT 2 OF 2
SCALE: 1" = 100' ELECT. DIST. No. 10
DATE: SEPT. 15, 1972
OWNER & DEVELOPER
HOLLY KNOLL ESTATES LIMITED PARTNERSHIP
2315 ST. PAUL ST.
BALTIMORE, MARYLAND
21218

ENK, JR. 36 FOLIO 18
Filed for record
Date OCT 31 1972
Test:
[Signature] Clerk

LEGEND

LOT LINES SHOWN THUS
LOT NUMBERS SHOWN THUS
SETBACK LINES SHOWN THUS
EASEMENT LINES SHOWN THUS
OUTLINE OF TRACT SHOWN THUS
COORDINATE REFERENCE SHOWN THUS

15
3

NOTE:
COORDINATES AND BEARINGS SHOWN ON THIS PLAT ARE
BASED ON THE SYSTEM OF COORDINATES ESTABLISHED IN THE
BALTIMORE COUNTY METROPOLITAN DISTRICT AND ARE BASED
ON THE FOLLOWING TRAVELER STATION:
NOTE:
COORDINATES ARE REFERRED TO
BALTIMORE COUNTY TRAVELER STATION:
X=695 N 67°40'30" W Y=6106 N 67°11'45" E
E 24,165.000 E 24,966.353

NOTE:
THE STREETS AND/OR ROADS AS SHOWN HEREON AND THE
MENTION THEREIN ARE FOR THE PURPOSE OF DESCRIPTION
ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED
TO PUBLIC USE. THE FILE NUMBER TITL TO THE REG. INSTRUMENT IS
EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH
THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.

OWNERS CERTIFICATE:
CERTIFICATION IS HEREBY MADE THAT ALL THE REQUIRE-
MENTS OF SECTION 72B ARTICLE 17 OF THE ANNOTATED CODE
OF MARYLAND 1942 AND ALL SUPPLEMENTS THERETO HAVE BEEN
COMPLIED WITH ON THIS PLAT.
HOLLY KNOLL ESTATES LIMITED PARTNERSHIP
GENERAL PARTNER

SURVEYORS CERTIFICATE:
CERTIFICATION IS HEREBY MADE THAT THIS PLAT WAS COM-
PILED BY G. W. STEPHENS, JR. & ASSOCIATES, INC. AND THAT IT
MEETS THE REQUIREMENTS OF SECTION 72B ARTICLE 17 OF THE
ANNOTATED CODE OF MARYLAND 1942 SUPPLEMENT AND ALL
SUPPLEMENTS THERETO.
[Signature] 10/6/72
REG. NO. 2,616



APPROVED BY BALTIMORE COUNTY HEALTH DEPARTMENT
[Signature] 10/1/72
DATE
APPROVED BY BALTIMORE COUNTY PLANNING BOARD
[Signature] 10/1/72
DATE

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
TOWSON, MARYLAND 21204
P.A. COMPLETED 10/20/72
PLAT CHECKED:
PLANNING: *[Signature]*
ENGINEERING: *[Signature]*
DATE: 10-25-72

COMPUTED BY: M.O.P. CHECKED BY: J.H.N.
DRAWN BY: A.S. W.O. NO. 1080