

Office of Planning & Zoning
 Approved by _____
 Director of Planning _____
 Date _____

THIRD AMENDED
 FINAL DEVELOPMENT PLAN
 PLATS 2 & 3 - SECTION 1
 RUXTON CROSSING TOWNHOUSES
 ELECTION DISTRICT 8
 BALTA CO., MD
 Scale: 1" = 30'
 Aug. 17, 1978
 Revised: Feb 6, 1981
 Revised April 6, 1985

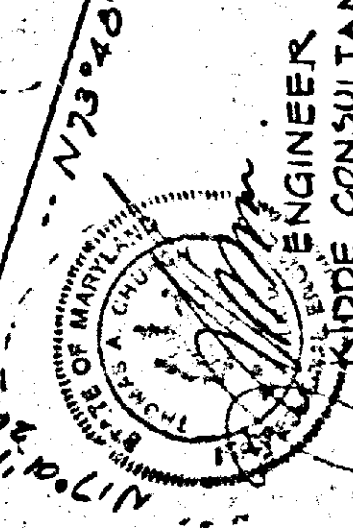
OWNER & DEVELOPER:
 RUXTON CROSSING JOINT VENTURE
 1/2 Mc GEORGE GREENSPON
 401 WASHINGTON AVENUE
 TOWSON MARYLAND 21204

ENGINEER
 KIDDE CONSULTANTS INC.
 1020 GORMLEY DRIVE RD
 BALTIMORE, MARYLAND 21204





OWNER & DEVELOPER:
RUTON CROSSING JOINT VENTURE
501 N. GREENGARDEN AVENUE
TOWSON, MARYLAND 21204



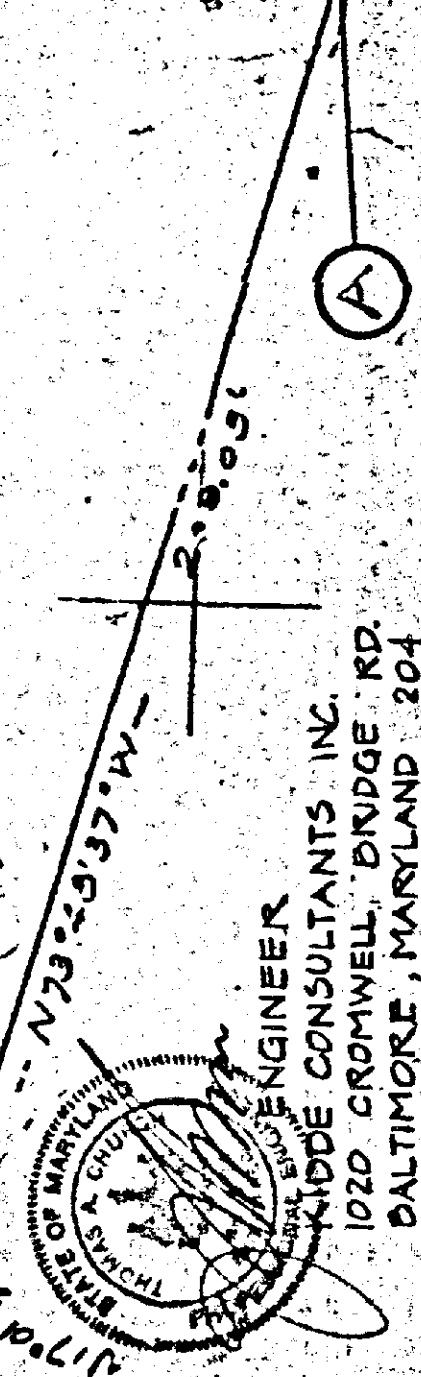
ENGINEER
KIDDE CONSULTANTS, INC.
1020 CROMWELL BRIDGE RD.
BALTIMORE, MARYLAND 21204

MATCH LINE

DWG. 2 OF 2



PETITIONERS EXHIBIT N011



OWNER & DEVELOPER:
RUSTEN CROSSING JOINT VENTURE
c/o Mr. Gordon Greenupon
401 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

ENGINEER:
RUSTEN CONSULTANTS, INC.
1200 CROMWELL DRIVE RD
BALTIMORE, MARYLAND 21204

MATCH LINE

DWG 2052

SEE PLAT 1
SEE MAP SHEET
RANGE



THIRD AMENDED
FINAL DEVELOPMENT PLAN
PLATS 2 & 3 IN SECTION 1
RUXTON CROSSING TOWNHOUSES
ELECTION DISTRICT 8
BALTA CO, MD
Scale: 1"=50'
Aug. 17, 1978
Revised: Feb. 6, 1981
Revised: April 5, 1983

OFFICE OF PLANNING & ZONING	DATE
APPROVED BY	
DATE	
COMMISSIONER	

OWNER & DEVELOPER:
RUXTON CROSSING, JOINT VENTURE
50 MEADOW GREEN DR.
401 WASHINGTON AVENUE
TOWSON, MARYLAND 21201

ENGINEER:
NIDDE CONSULTANTS, INC.
1220 CROMWELL DRIVE, RD.
BALTIMORE, MARYLAND 21204

DENSITY CALCULATIONS

AREA OF SITE (GROSS AREA)	TOTAL SITE	FLAT 1-SECTION 1	FLAT 215-SECTION 1
DENSITY ALLOWED	35.50 A.C. DR-2-514.57 A.C. (10.36 U) DR-3-5-527.5 A.C. (15.26 U) DR-16-0.57 A.C. (5.92 U) TOTAL = 19.10	4.82 A.C. DR-1-11.62 A.C. (3.60 U) DR-2-5-517.4 A.C. (15.00 U) TOTAL = 14.14 A.C.	23.68 DR-2-5-514 A.C. (7.00 U) DR-3-5-527.5 A.C. (15.22 U) DR-16-0.57 A.C. (5.92 U) TOTAL = 17.21 U
DENSITY PROPOSED	124 TOWNHOUSES PER ACRE 1 SINGLE FAMILY LOT 131 TOTAL 222 RS (2/UNIT)	6 TOWNHOUSES 16 FOR SALE 16 RS	110 TOWNHOUSES 17 SINGLE FAMILY LOTS 126 FOR SALE 226 RS (2/UNIT)
THE STREET FRONTING PARKING REQ'D OFF STREET PARKING REQ'D	224 (124 SPACES) N (3 SPACES)	24 SPACES (8 SPA IN GROUND) DR-2-5-0 A.C. DR-3-5-0 A.C. DR-16-0.57 A.C. TOTAL = 105 A.C.	270 SPACES N (3 SPACES) DR-2-5-0 A.C. DR-3-5-0 A.C. (23 x 20' x 75') DR-16-0.57 A.C. (15' x 20') TOTAL = 105 A.C.
OPEN SPACE REQUIRED	7.48 A.C.	0.50 A.C.	0.58 A.C.

[illegible]

REASON FOR SECOND AMENDMENT. (Feb 6, 1980)
REMOVED BUILDINGS FROM LOTS 7 THRU 10, BLOCK "I", LOTS 1 THRU 2
BLOCK "K", LOTS 1 THRU 6, BLOCK "M", LOTS 1 THRU 8, BLOCK "N"
REPLACED BUILDINGS WITH "BUILDING ENVELOPES". LOT GRADING
REVISED FOR THESE LOTS. THIS AMENDMENT PREPARED BY
KIDDE CONSULTANTS INC.

Reason for Time Amendment (April, 6, 1985) "H's Lots 1
Removed Building Footprints 1 thru 6, Block 3. Also Replaced
Met & Block 11 thru 6, Block 3. And Replaced
Buildings with "Building Envelopes". Lot Clearing Revised
For These Lots. This Amendment Prepared By Moore
Consultants, Inc.

lots have been sold within 300' of the proposed third Amendment Requiring A Public Hearing.

SEE DIV. 1 OF 2 FOR GENERAL NOTES,
DETAILS, & DENSITY CALCULATIONS FOR
PLOTS 2 & 3 SECTION ONE

Note:

1. Address 1 Unit 10 Block H, 1000 N 6
2. Address 2 Units 10 Block H, 1000 N 6
3. Address 1 Block M, 1000 N 6 (Units)
4. Address 2 Block M, 1000 N 6 (Units)
5. Extended Ration, Crossing Road
6. Removed Lots 1 thru 11 & MIA Area,
7. Address Lots 1 thru 11
8. Address Alternate 12 Car Garage Note
9. Increased L.O.S.
10. Revised Density Calculations

Note: No Units Have Been Sold Within 300' of The Change.

NOTE: Individual Owner of 4 BR Units
Have Option of 1 or 2 Car Garage

1ST PLAT AMENDED

D. S. THALER & ASSOC.

3803 CLARK LANE
BALTIMORE, MARYLAND 21235

PRICE OF PLANTING & SOILS
APPROVED BY _____
Director of Planning _____ Date _____
Zoning Commissioner _____ Date _____

THIRD AMEN. C.
FINAL DEVELOPMENT - PLAN
PLATS 8 & 9 - SECTION 1
RUXTON CROSSING TOWNSHIP
ELECTION DISTRICT 2
Scale: 1" = 50'
Bultha Co.,
Aug. 17, 1910

REVISOR: FEB 6, 1966
REVISOR: APRIL 6, 1966



Private Space
used and land
the Department
(including the)

ORDER RECEIVED FOR FILING

DATE August 3, 1983
BY Mary Compton (Cub)
ADMINISTRATIVE ASSISTANT

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that by reason of the following finding of facts that to amend the Second Amended Final Development Plan of Ruxton Crossing to provide envelopes for construction of the buildings rather than defined building lines, as approved by the Baltimore County Planning Board on April 21, 1983, would be in strict harmony with the spirit and intent of the Baltimore County Zoning Regulations and would not adversely affect the health, safety, and general welfare of the community; and, therefore,

IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 3rd day of August, 1983, that the Third Amended Final Development Plan of Ruxton Crossing, revised April 6, 1983, and marked Petitioner's Exhibit 1, which provides envelopes for construction of the buildings rather than defined building lines, in accordance with Petitioner's Exhibit 1, is approved, and, as such, the Petition for Special Hearing is hereby GRANTED, from and after the date of this Order, subject, however, to the approval of said plan by the Director of the Office of Planning and Zoning and the Zoning Commissioner.

John M. Deane
Deputy Zoning Commissioner of
Baltimore County

WHEREAS the parties are desirous of resolving this dispute without any admission by any of the parties regarding the merits of their respective positions.

NOW, THEREFORE, the Partnerships and the Homeowners Association make the following mutual promises:

1. The Partnerships will pay, and Homeowners Association will accept, by way of settlement of the dispute between the parties with regard to assessments owed under the Declaration, the sum of Forty Seven Thousand Dollars (\$47,000), \$25,000 of which will be payable upon the execution of this agreement and the remaining \$22,000 of which will be paid by an installment of \$11,000 on July 19, 1983 and by a second installment of \$11,000 on January 19, 1984. These payments shall be deemed to be assessments under the Declaration paid by the Partnerships on account of their ownership of the Property. No further assessments shall be due or payable on any of the lots comprising the Property until the lot has been improved by the construction of a townhouse and either the lot, as improved, is conveyed to a home buyer or the townhouse on said lot is occupied by a tenant, whichever occurs first. Upon the conveyance of a lot to a home buyer or the occupation of the townhouse on a lot by a tenant, the assessments on such lot shall begin to accrue and shall be payable in accordance with the terms of the Declaration and the By-Laws of the Homeowners Association.

2. The Partnerships covenant and agree that all construction of townhouses and associated facilities on the Property shall be in accordance with the following conditions:

a. All end walls, and party walls which are exterior walls that are exposed to the outside air, of each townhouse shall be brick veneer from the ground level to the

Location: Parcel 2 - NW/8 Judges La. 930' N/E from centerline of Ruxton Crossing Court.
Parcel 3 - NW/8 Judges La. 1055' N/E from centerline of Ruxton Crossing Court.

Proposed Zoning: Special Hearing to approve a Third Amended Final Development Plan to provide "envelopes" for construction of the buildings, rather than defined building lines, and will provide necessary flexibility for construction with due regard for the surrounding existing townhome development.

Acres: Parcel 1 - Lots 1-8, Block J
Parcel 2 - Lots 1-8, Block I
Parcel 3 - Lots 1-8, Block E

bottom of the eaves, which location is at the bottom chord of the roof trusses.

b. Each townhouse shall have brick wing walls extending out at the location of the party walls between all interior units and shall be erected both in the front and the back of each unit. The brick wing wall in the front of each unit shall be approximately eight (8) feet high and project outward approximately six (6) feet. The brick wing wall in the rear of each unit shall be approximately sixteen (16) feet high and shall project outward to a point approximately six (6) inches beyond the rearmost portion of the rear deck. All brick wing walls shall be constructed in accordance with the wing walls previously constructed for dwellings located at 100 to 120 Judge's Lane, as to location, material and quality of workmanship, except that each wing wall shall be topped with a brick rowlock course.

c. All "front doors" shall open directly into the front of each townhouse. There shall be no doors opening on the side of any townhouse.

d. All brick and mortar on each townhouse shall match as closely as possible the brick and mortar used in the townhouses located on Malibu and Coldwater Courts, while the cedar siding of each townhouse shall match as closely as possible the cedar siding used on the townhouses located at 100 to 120 Judge's Lanes.

e. All electric meter boxes shall be enclosed in wooden housings.

f. Asphalt curbing shall be installed around all parking areas in a fashion similar to existing curbing in and about Malibu and Coldwater Courts.

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dubel, Superintendent

Towson, Maryland - 21204

Date: May 12, 1983

Mr. William E. Hammond
Zoning Commissioner
Baltimore County Office Building
1111 West Chesapeake Avenue
Towson, Maryland 21204

Z.A.C. Meeting of: May 17, 1983

RE: Item No. 234, 235, 236
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

District:
No. Acres:

Dear Mr. Hammond:

All of the above have no adverse effect on student population.

Very truly yours,

Wm. Nick Petrovich
Wm. Nick Petrovich, Assistant
Department of Planning

WVP/bp

g. Each townhouse shall have a portico, i.e. a small roof extending out over the front entranceway stoop.

h. All driveway and parking areas shall be installed in accordance with specifications that shall provide for a properly compacted subgrade, for not less than six (6) inches of crusher run base and for not less than two (2) inches of SN topping. A Baltimore County approved road contractor shall certify to the Homeowners Association that driveway and parking areas have been completed in accordance with such specifications. The Homeowners Association may, at its option and expense, take random core samples of completed driveway and parking areas.

i. The Partnerships shall warrant that the roof of each dwelling is free of faulty material, defective workmanship and leaks, which warranty shall continue for a period of one year, accounting from the date of the commencement of assessments against the lot on which the dwelling is erected as provided in paragraph 1 hereof. Notice of any claim shall be given within sixty (60) days of the expiration of the one year period.

j. A landscape plan for all common areas north of Judge's Lane shall be prepared by the Partnerships and submitted for approval to the Homeowners Association, which shall not withhold its approval unreasonably. The Partnerships shall landscape the subject area in accordance with the approved plan and, in connection therewith, shall be responsible for all clearing and grading, completion of all storm water management facilities required by the County and compliance with all sediment control plans specified or otherwise required by any federal, state or county authority, or any law, rule, regulation or standard of any governmental agency. The Partnerships shall

SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 15th day of August, 1982 by and between RUXTON CROSSING JOINT VENTURE, a general partnership organized under the laws of the State of Maryland RUXTON POST LIMITED PARTNERSHIP, a Limited Partnership organized under the laws of the State of Maryland (Ruxton Crossing Joint Venture and Ruxton Post Limited Partnership are hereinafter jointly and severally referred to as "the Partnerships"), and RUXTON CROSSING HOMEOWNERS ASSOCIATION, INC., a body corporate duly incorporated under the laws of the State of Maryland ("Homeowners Association").

WHEREAS, the Partnerships are the owners of forty seven (47) townhouse lots of ground in Ruxton Crossing Subdivision, Baltimore County, Maryland, which property is more particularly described as Lots Nos. 1 through 6, Block "H", Lots Nos. 1 through 10, Block "I", Lots Nos. 1 through 8, Block "J", Lots Nos. 1 through 9, Block "K", Lots Nos. 1 through 6, Block "M", and Lots Nos. 1 through 8, Block "N", all as shown on Plat entitled Second Amended Plat, Plat Three, Section One, Ruxton Crossing Townhouses, which Plat is recorded among the land records of Baltimore County in Plat Book EHK, Jr. 44, folio 134 (these 47 lots are hereinafter referred to as "the Property"), and which property is subject to a Declaration of Covenants, Conditions and Restrictions for "Ruxton Crossing" recorded among the Land Records of Baltimore County in Liber 5745, folio 398, and amendments thereto ("the Declaration"); and

WHEREAS, there has been a dispute between the parties with regard to a number of issues, to be addressed more particularly in the succeeding provisions of this Agreement; and

phase in the implementation of the landscape plan so that, as each discrete segment of the Property is developed, landscaping in accordance with the landscape plan shall be accomplished for that segment.

3. The Homeowners Association shall grant the Partnerships such rights, rights of ways, and easements in the land north of Judge's Lane as may be necessary to provide water, sanitary sewer, storm drainage, gas, electric, and other utilities and amenities to each townhouse erected or to be erected on the Property, and, in addition, shall provide access to each lot for construction purposes, including a suitable site for construction, sales and storage trailers not to exceed four in number, which trailers shall be maintained in an orderly fashion. Each right, right of way and easement shall be established at a location approved by the Homeowners Association, which shall not withhold its approval unreasonably.

4. It will be necessary for the Partnerships to amend the final development plan to permit construction of townhouse units within 300 feet of existing townhouses. The Homeowners Association shall cooperate with the Partnerships in their efforts to obtain an amendment to the final development plan and shall not, under any circumstances, oppose the amendment or assist any individual unit owner in opposing the amendment, so long as the amendment is in accordance with the development plan for Lots 1-6, Block M, and Lots 1-8, Block N.

5. The complaint lodged by letter dated September 3, 1982 with William E. Hammond, Zoning Commissioner, by Eugene P. Smith, as attorney for the Homeowners Association and others, shall be withdrawn by the said Eugene P. Smith.

6. Ruxton Crossing Joint Venture and the Homeowners Association each agree to dismiss its complaints, claims and

counterclaims asserted in Equity Case No. 165/11/82 E-331, pending in the Circuit Court for Baltimore County.

IN CONSIDERATION of the mutual promises specified in numbered paragraphs 1 through 6 above, the Partnerships and the Homeowners Association do hereby mutually remise, release and forever discharge each other, their respective agents, shareholders, directors, officers, escrowees, successors and assigns from all manner of matters, actions and causes of action, suits, debts, notes, due expense, sums and sums of money, accounts, bonds, specialties, offsets, controversies, liens, doings, omissions, variances, trespasses, damages, judgments, claims, liabilities and demands whatsoever in law or equity that each ever had against each other, now has, or which they, their successors and assigns, can, shall or may hereafter have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world until the day of the date of this Settlement Agreement.

IN FURTHER CONSIDERATION of the mutual promises contained herein, the parties covenant and agree, for themselves and their respective heirs and assigns, and as part of a general plan or scheme of development of the Property, that all of the covenants and agreements contained in paragraph 2, subparagraphs (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) hereof shall be held and construed to run with and bind each undeveloped lot and all subsequent owners thereof, or any part thereof, until such time as a townhouse is constructed thereon and the lot, as improved, is conveyed to a home buyer or the townhouse on said lot is occupied by a tenant, whichever occurs first. All of said covenants and agreements shall inure to the benefit of and be enforceable by the Homeowners Association, its successors and assigns, and by any person or party then owning or having

- 6 -

any recorded interest or estate in any lot in the Ruxton Crossing Subdivision against any owner of an undeveloped lot who violates or attempts to violate any of said covenants or agreements. Proceedings against any person or persons violating or attempting to violate any of said covenants or agreements may be at law or in equity, and such proceedings may be to enforce any covenant or agreement, to restrain violation thereof, or to recover damages for breach of same.

Invalidation by adjudication of any term or provision of this Agreement shall in no wise affect any of the other terms and provisions hereof which shall remain in full force and effect.

Witness:
ATTEST:

RUXTON CROSSING JOINT VENTURE
By RUXTON FINANCIAL CORPORATION,
Partner

By: Dennis E. Guidice
Dennis E. Guidice,
Vice President

RUXTON POST LIMITED PARTNERSHIP
By OLD COURT JOINT VENTURES, INC.,
General Partner

By: Dennis E. Guidice
Dennis E. Guidice,
Vice President

RUXTON CROSSING HOMEOWNERS
ASSOCIATION

By: Bonnie Serpick
Bonnie Serpick, President

07161

- 7 -

GUARANTEE

WHEREAS, Ruxton Crossing Joint Venture and Ruxton Post Limited Partnership (hereinafter jointly and severally referred to as "the Partnerships") and Ruxton Crossing Homeowners Association, Inc. ("Homeowners Association") propose to enter into a Settlement Agreement to be dated January 19, 1983; and

WHEREAS, the Partnerships will agree, in numbered paragraph 1 of the Settlement Agreement, to pay to the Homeowners Association the sum of \$22,000 in installments of \$11,000 payable on July 19, 1983 and \$11,000 payable on January 19, 1984; and

WHEREAS, the Homeowners Association requires as a condition of its entering into the Settlement Agreement assurances that the Partnerships will pay the two \$11,000 installments in full on the specified dates; and

WHEREAS, Old Court Savings and Loan, Inc. ("Old Court") desires to execute this Guarantee to provide such assurances and to induce the Homeowners Association to enter into the Settlement Agreement with the Partnerships.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration accruing to Old Court, receipt and sufficiency of which Old Court hereby acknowledges, Old Court hereby guarantees to the Homeowners Association payment by the Partnerships of the sum of \$11,000 on July 19, 1983 and the additional sum of \$11,000 on January 19, 1984, as specified in numbered paragraph 1 of the Settlement Agreement. Old Court agrees that, should the Partnerships fail to make either of the \$11,000 installments in the full amount by the specified date, it will, upon demand by the Homeowners Association, pay to the

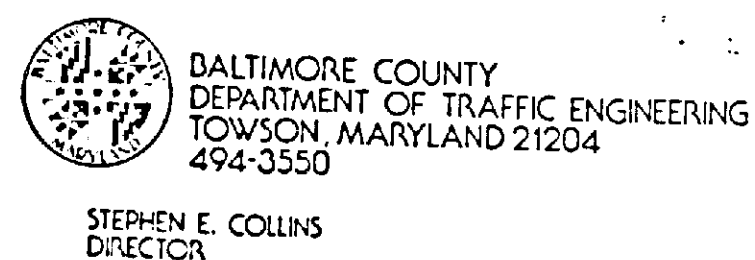
Homeowners Association any and all deficiencies in the installment or installments with respect to which the Partnerships are in default.

IN WITNESS WHEREOF, Old Court has executed this Guarantee this 19th day of January, 1983.

ATTEST: OLD COURT SAVINGS AND LOAN, INC.

By: Dennis E. Guidice

- 2 -



STEPHEN E. COLLINS
DIRECTOR

August 2, 1983

Mr. William Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Item No. 234, 235, and 236 ZAC- Meeting of May 17, 1983
Property: Property
Location: Location
Existing Zoning: Existing Zoning
Proposed Zoning: Proposed Zoning

Acres:
District:

Dear Mr. Hammond:

The Department of Traffic Engineering has no comments for item numbers 234, 235, and 236.

Michael S. Flanagan
Traffic Engineer Assoc. II

MSF/ccm

KIDDE CONSULTANTS, INC.

Subsidiary of Kiddle, Inc.

Cable: KIDDEGR
Telex: 87709

1020 Cromwell Bridge Road
Baltimore, Maryland 21204
(410) 321-5500

Direct Dial Number
321-5512

DESCRIPTION

THREE PARCELS: LOTS 1-6 BLOCK "H", LOTS 1-6 BLOCK "I" AND LOTS 1-8 BLOCK "J", PLAT THREE, SECTION ONE, RUXTON CROSSING, BALTIMORE COUNTY, MARYLAND.

Description for Special Hearing for Third Amendment to Plat Three, Section One, Ruxton Crossing Townhouses.

PARCEL 1

Beginning on the northwest side of Judges Lane, 50 feet wide, at a point distant 670 feet, more or less, as measured northeasterly along the northwest side of said Judges Lane, from the center of Ruxton Crossing Court as shown on the "Second Amended Plat, Plat Three, Section One, Ruxton Crossing Townhouses" as recorded in Plat Book E.H.K., Jr. 44, Page 134, being all of Lots 1 through 8, Block "J" as shown on said plat.

PARCEL 2

Beginning on the northwest side of Judges Lane, 50 feet wide, at a point distant 930 feet, more or less, as measured northeasterly along the northwest side of said Judges Lane, from the center of Ruxton Crossing Court as shown on the "Second

CONSULTING ENGINEERS

KIDDE CONSULTANTS, INC.

Subsidiary of Kiddle, Inc.

Description
April 22, 1983
Page Two.

Amended Plat, Plat Three, Section One, Ruxton Crossing Townhouses" as recorded in Plat Book E.H.K., Jr. 44, Page 134, being all of Lots 1 through 6, Block "I" as shown on said plat.

PARCEL 3

Beginning on the northwest side of Judges Lane, 50 feet wide, at a point distant 1055 feet, more or less, as measured northeasterly along the northwest side of said Judges Lane, from the center of Ruxton Crossing Court as shown on the "Second Amended Plat, Plat Three, Section One, Ruxton Crossing Townhouses" as recorded in Plat Book E.H.K., Jr. 44, Page 134, being all of Lots 1 through 6, Block "H" as shown on said plat.

RWB:rjm

J.O. 1-62042B
W.O. 2600C

April 22, 1983



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3553

WILLIAM E. HAMMOND
ZONING COMMISSIONER

July 21, 1983

S. Leonard Rottman, Esquire
Suite 1808 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

Re: Petition for Special Hearing
Ruxton Crossing Joint Venture - Petitioner
Case No. 84-30-SPH

Dear Mr. Rottman:

This is to advise you that \$98.00 is due for advertising and posting of the above property.

Please make the check payable to Baltimore County, Maryland, and remit to Arlene January, Zoning Office, Room 113, County Office Building, Towson, Maryland 21204, before the hearing.

Very truly yours,

William E. Hammond
E. HAMMOND
Commissioner

BALTIMORE COUNTY, MARYLAND		No. 119434	
OFFICE OF FINANCE - REVENUE DIVISION			
MISCELLANEOUS CASH RECEIPT			
DATE	7/28/83	ACCOUNT	R-01-615-000
AMOUNT	\$98.00		
RECEIVED	Basic Development Co., Inc.		
FOR	Advertising & Posting Case #84-30-SPH		
	(Ruxton Crossing Joint Venture)		
	8 013*****882010 8282A		
VALIDATION OR SIGNATURE OF CASHIER			

