

JUN 20 1991

LIBERTY COMMUNITIES DEVELOPMENT CORPORATION, INC.
3820 Fernside Road
Randallstown, MD 21133
(301) 655-7766

July 23, 1985

Mr. Arnold Jablon
Office of the Zoning Commissioner
111 W. Chesapeake Avenue
Towson, Maryland 21204

Dear Mr. Jablon:

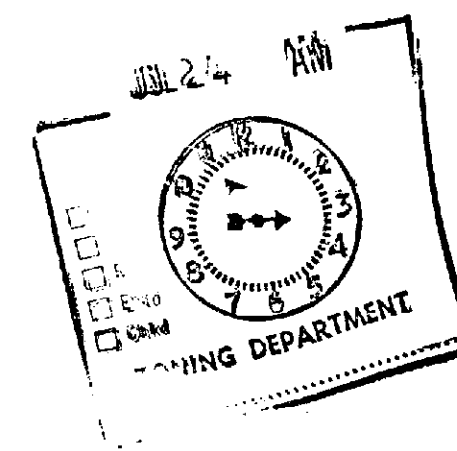
As you know our organization, the Liberty Communities Development Corporation (LCDC), has been interested for some time now in the possible future use of the Twin Lakes Tennis Barn complex.

We would appreciate it if your office would notify us of any future hearing or appeal dates related to the above property.

Sincerely,

Jim Janas
Director, LCDC

cc: Board of Appeals



JAMES D. LAUDMAN, JR.
MAURICE F. MCKEY, JR.
ROBERT F. WORTH
ROBERT F. KUDLICH
JEFFREY H. DUNN
HARRY B. BRADCOCK
BRADFORD G.Y. CARNEY
PATRICK A. NAUGHTON
JAMES G. DAVIS
RICHARD S. LEV
MATTHEW B. HUBBLE
VALERIE J. LITHOTOMOS
EMILIA MALLAS
WILLIAM B. BERGEN, JR.

CALLAHAN, CALWELL & LAUDEMAN
210 EAST REDWOOD STREET
BALTIMORE, MD 21202
(301) 539-6841
DIRECT LINE FROM WASHINGTON
776-5900

February 11, 1985

Nick Commodari, Zoning Associate
Baltimore County Zoning Office
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Petition for Special Hearing
Petition for Zoning Variance
Twin Lakes Tennis Barn
Legal Owners: Cardin & Weinstein
Contract Purchaser: YMCA of the
Greater Baltimore Area

Dear Mr. Commodari:

Kindly contact me by mail or telephone (telephone number 539-6841) to inform me of the status of the above-referenced Petitions. Both Petitions were filed on January 22, 1985, and a hearing date had not, at that time, been set. I expect that a hearing date has been set by now.

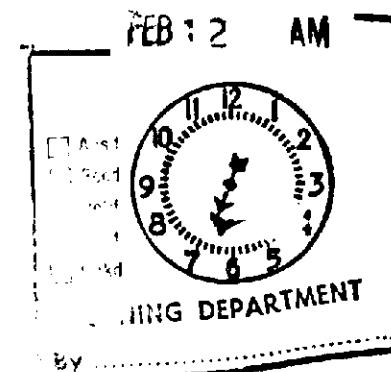
Thank you for your continued assistance and cooperation.

Very truly yours,

CALLAHAN, CALWELL & LAUDEMAN

Valerie J. Lithotomos

VJL:slj
cc: Larry Alvey



DAVID O. FELDMANN, INC.
107 SUDBROOK LANE • PIKESVILLE, MD. 21208 • 653-9440

June 7, 1985

Arnold Jablon
Zoning Commissioner
County Office Building
Room 109
Towson, Maryland 21204

Re: Case # 85-335-SPHA
Petitioner - Jerome Cardin, et al

Dear Mr. Jablon:

The Cedars Homeowners Association would like to file an appeal on the zoning ruling for the above referenced case.

We are enclosing our check in the amount of \$155.00 to cover the cost of the appeal. This appeal is in the name of Cedars Homeowners Association and the Board of Directors:

Roy Eisenstadt President (8102 Salt Lake Drive)
Lou Gitomer Vice President (8109 Salt Lake Drive)
Arlene Stein Secretary (3830 Twin Lakes Drive)
Jeff Abarnel Treasurer (3848 Twin Lakes Drive)

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE-REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

DATE 6/7/85 ACCOUNT No. 007334
AMOUNT \$155.00
RECEIVED FROM David O. Feldmann, Inc.
FOR Appeal fee for Case No. 85-335-SPHA
VALIDATION OR SIGNATURE OF CASHIER

free to call me.

FELDMANN, INC.
Agents Cedars Homeowners
Newnam
Manager

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON
ZONING COMMISSIONER

June 10, 1985

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

James D. Laudeman, Jr., Esquire
210 E. Redwood Street
Baltimore, Maryland 21202

RE: Petitions Special Hearing
and Variances
Beginning 65' NW of the
centerline of Twin Lake Court,
735' NE of the centerline
of Church Lane - 2nd Election Dist.
Jerome S. Cardin, et al.
Petitioners
Case No. 85-335-SPHA

Dear Mr. Laudeman:

Please be advised that an appeal has been filed by the Cedars Homeowners Association and the Board of Directors, from the decision rendered by the Zoning Commissioner of Baltimore County in the above referenced matter.

You will be notified of the date and time of the appeal hearing when it is scheduled by the County Board of Appeals.

Sincerely,

ARNOLD JABLON
Zoning Commissioner

AJ:bg

cc: The YMCA of the Greater Baltimore Area
Larry Alvey, President
200 E. Lexington St., Suite 907
Baltimore, Maryland 21202

Ms. Ethel Fox, Cedar Towers
3701 Twin Lakes Dr., Apt. 205
Baltimore, Maryland 21202

Ms. Dani Levin
8137 Salt Lake Drive
Baltimore, Maryland 21202

People's Counsel



County Board of Appeals of Baltimore County
Room 200 Court House
Towson, Maryland 21204
(301) 494-3180
October 23, 1985

Lois E. Newnam, Property Manager
David O. Feldmann, Inc.
Managing Agents Cedars Homeowners
107 Sudbrook Lane
Pikesville, Md. 21208

Dear Ms. Newnam:

Re: Case No. 85-335-SPHA
Jerome S. Cardin, et al

Enclosed herewith is a copy of the Order of Dismissal passed today by the County Board of Appeals in the above entitled case.

Very truly yours,
June Holmen
June Holmen, Secretary

Encl.
cc: Jerome S. Cardin
Ms. Ethel Fox
Ms. Dani Levin
Mr. Jim Janas
Glen G. Besa, Esq.
Phyllis C. Friedman
Norman Gerber
James Howell
Arnold Jablon
Jean Jung
James Dyer

IN THE MATTER OF : BEFORE
JEROME S. CARDIN, ET AL : COUNTY BOARD OF APPEALS
FOR SPECIAL HEARING AND :
ZONING VARIANCE ON PROPERTY :
BEGINNING 65 FT. NORTHWEST :
OF THE CENTERLINE OF TWIN :
LAKE COURT, 735 FT. NORTHEAST : BALTIMORE COUNTY
OF THE CENTERLINE OF CHURCH :
LANE - 2ND DISTRICT : No. 85-335-SPHA

ORDER OF DISMISSAL

Petitions of Jerome S. Cardin, et al, for Special Hearing and Zoning Variance, on property beginning 65 feet northwest of the centerline of Twin Lake Court, 735 feet northeast of the centerline of Church Lane, in the 2nd District of Baltimore County.

WHEREAS, the Board of Appeals is in receipt of a Letter of Withdrawal of Petition filed October 17, 1985 (a copy of which letter is attached hereto and made a part hereof) from the Petitioner in the above entitled matter.

WHEREAS, the said Petitioner requests that the petitions filed on his behalf be withdrawn as of October 17, 1985.

IT IS HEREBY ORDERED this 23rd day of October, 1985, that said petitions be and the same are withdrawn and dismissed.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

William T. Hackett
William T. Hackett

William B. Evans
William B. Evans

John S. Evans
John S. Evans

CARDIN AND CARDIN, P.A.
6818 BOSTONTOWN ROAD
BALTIMORE, MARYLAND 21215
SUITE 301
(301) 358-7411
MAGALL VERMAN BUILDING
207 E. REDWOOD STREET
BALTIMORE, MARYLAND 21202
SUITE 802
(301) 727-3338
TELEPHONE (301) 358-5580

October 15, 1985

County Board of Appeals
Room 200
Courthouse
Towson, MD 21204

Re: TWIN LAKES TENNIS BARN

Gentlemen:

This is to advise you that the Petitioner for a variance to permit the subject property to be occupied by the YMCA is hereby withdrawn. This action is being taken in view of the fact that the Y has decided not to acquire the subject property.

Thank you for your cooperation.

Sincerely,
Jerome S. Cardin
Attorney for the Petitioner

bbs

cc: Glen Besa, Esq.
3rd Floor
16 East Lombard Street
Baltimore, MD 21202

JACOB L. CARON
JEROME S. CARDIN
NED S. KOGUCH
JOHN T. E. GREENSTADT
JEFFREY A. CHENOW
JEFFREY L. LARSEN
BENJAMIN A. CARON
RICHARD C. ZEDING
STEVEN B. PADRY
C. LYNN SILVERMAN
DIR. OF ADMINISTRATION
"ROOM 100 & 101 BLDG."
"TOWSON, MD. 21204 & 101 BLDG."
"MAGALL VERMAN"

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

Jerome S. Cardin, et al
Petitioner

David O. Feldmann, Inc.,
Lois E. Newnam,
Property Manager on behalf
of Cedars Home Owners
Association, Inc.

Protestant-Appellant

MOTION TO DISMISS PETITION, OR,
ALTERNATIVELY, REQUEST FOR CONTINUANCE

The Protestant-Appellant, by its attorneys, Arnold, Beauchemin & Tingle, P.A. and Glen G. Besa, respectfully requests that the Petition in the above-captioned case be dismissed, or, alternatively that the Protestant-Appellant be granted a continuance from the scheduled October 24, 1985 hearing, and for reasons says:

1. That by letter dated August 1, 1985 to the County Board of Appeals for Baltimore County from the attorney for the Contract Purchaser, YMCA of Greater Baltimore area, in the above-captioned case, notified the Board of Appeals that the Contract Purchaser was withdrawing from the Appeal in the above-captioned case.

2. That attorney for the Protestant-Appellant has been advised by the attorney for the Contract Purchaser that the

JUN 20 1985

decision to withdraw from the Appeal was as a result of the Contract Purchaser's decision to rescind its purchase agreement with the land owner and Petitioner, Jerome S. Cardin, et al.

3. That there now being no specific proposal for a change of use with respect to the subject property, the Petitioners' petition is moot and should be dismissed by the County Board of Appeals of Baltimore County.

4. That in the event the Board of Appeals intends to proceed with a hearing, the Protestant-Appellant will be calling as an expert witness, Michael S. Flanigan, Traffic Engineer Associate II, with the Baltimore County Department of Traffic Engineering, and Mr. Flanigan will not be available on the scheduled hearing date of October 24, 1985 due to vacation plans.

5. That the testimony of Michael S. Flanigan is essential to the Protestant-Appellant's case on the merits.

WHEREFORE, Protestant-Appellant prays that:

a. Petitioner's Petition be dismissed, or alternatively that Protestant-Appellant be granted a continuance from the scheduled October 24, 1985 hearing date.

ARNOLD, BEAUCHEMIN & TINGLE, P.A.

Glen G. Besa
GLEN G. BESA
16 E. Lombard Street
Third Floor
Baltimore, Maryland 21202
(301) 837-0215

-2-

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 5th day of October, 1985, a copy of the foregoing Motion to Dismiss Petition, Or, Alternatively, Request for Continuance was mailed, first class, postage paid to Jerome S. Cardin, Petitioner, 6615 Reisterstown Road, Baltimore, Maryland 21215 and to William I. Weinstein, Petitioner, 1100 Coastal Highway, Apartment 1802, Ocean City, Maryland 21842.

Glen G. Besa
GLEN G. BESA

RECEIVED
COUNTY BOARD OF APPEALS
OCT 15 P 4 18

-3-

LAW OFFICES OF
JAMES D. LAUDEMAN, JR.
210 EAST REDWOOD STREET
BALTIMORE, MD. 21202
(301) 539-6841

CALLAHAN, CALWELL & LAUDEMAN
210 EAST REDWOOD STREET
BALTIMORE, MD. 21202
(301) 539-6841

DIRECT LINE FROM WASHINGTON
776-5900

August 1, 1985

WALTER S. CALWELL
COUNSEL
JOSEPH J. CALLAHAN
19071969

CHEY CHASE OFFICE
8401 CONNECTICUT AVE.
SUITE 100
CHEY CHASE, MD. 21035
TELEPHONE 951-9200

SEVERNA PARK OFFICE
565 BALTIMORE ANAPOLIS BLVD.
SEVERNA PARK, MD. 21146
TELEPHONE 447-3454

RETURN RECEIPT REQUESTED

Re: Case No. 85-335-SPHA
(Petitions Special Hearing
and Variances - Jerome S. Cardin,
et al., Petitioners)

Dear Mr. Hackett:

As counsel for the YMCA of the Greater Baltimore area we officially withdraw from the scheduled appeal in the zoning case referenced above. The appeal was scheduled for October 24, 1985. The YMCA officially withdraws from this case and from this appeal.

If I can be of any assistance or answer any questions, please feel free to contact me.

Very truly yours,

CALLAHAN, CALWELL & LAUDEMAN

Valerie J. Lithotomos
Valerie J. Lithotomos

VJL:crn
cc: Larry Alvey
Jerome S. Cardin, Esq.
William Weinstein, Esq.

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COUNTY BOARD OF APPEALS
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COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

Jerome S. Cardin, et al.
Petitioner

David O. Feldman, Inc.,
Lois E. Newmann,
Property Manager on behalf
of Cedars Home Owners
Association, Inc.

Protestant-Appellant

Case No. 85-335-SPHA
Hearing Date: October 24, 1985

ENTRY OF APPEARANCE

Please enter the appearance of Arnold, Beauchemin & Tingle, P.A. and Glen G. Besa, Esquire as attorneys for the Protestant Appellant.

ARNOLD, BEAUCHEMIN & TINGLE, P.A.

Glen G. Besa
GLEN G. BESA
16 E. Lombard Street
Third Floor
Baltimore, Maryland 21202
(301) 837-0215

I HEREBY CERTIFY that on this 5th day of October, 1985, a copy of the foregoing Entry of Appearance was mailed first class, postage paid to Jerome S. Cardin, Petitioner, 6615 Reisterstown Road, Baltimore, Maryland 21215 and to William

LAW OFFICES OF
ARNOLD, BEAUCHEMIN & TINGLE, P.A.
THIRD FLOOR
16 EAST LOMBARD STREET
BALTIMORE, MARYLAND 21202
837-0215

I. Weinstein, Petitioner, 1100 Coastal Highway, Apartment 1802, Ocean City, Maryland 21842.

Glen G. Besa
GLEN G. BESA

Jerome S. Cardin, Esquire
William I. Weinstein, Esquire
6615 Reisterstown Road, Suite 301
Baltimore, Maryland 21215

NOTICE OF HEARING

RE: Petitions for Special Hearing
and Variances
65' NW of c/l of Twin Lakes Court,
735' NE of the c/l of Church Lane
2nd Election District
Jerome S. Cardin, et al - Petitioners
Case No. 85-335-SPHA

TIME: 10:00 A.M.

DATE: Tuesday, May 28, 1985

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

cc: James D. Laudeman, Jr., Esquire
210 E. Redwood Street
Baltimore, Maryland 21202

James D. Laudeman, Jr.
James D. Laudeman, Jr.
Zoning Commissioner
Baltimore County

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE-REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 003136

DATE 10-1-85 ACCOUNT 85-335-SPHA

AMOUNT \$ 26.00

RECEIVED FROM Jerome S. Cardin, et al

FOR 111 West Chesapeake Avenue, Towson, Md.

BY James D. Laudeman, Jr.

VALIDATION OR SIGNATURE OF CASHIER

-2-

LEGAL NOTICE

PETITIONS FOR SPECIAL HEARING
AND VARIANCES

LOCATION: 65' NW of c/l of Twin Lakes Court,
735' NE of the c/l of Church Lane
2nd Election District
Jerome S. Cardin, et al - Petitioners
Case No. 85-335-SPHA

DATE AND TIME: Tuesday, May 28, 1985 at
10:00 A.M.

PUBLIC HEARING: Room 106, County Office
Building, 111 West Chesapeake Avenue,
Towson, Maryland

The Zoning Commission of Baltimore County
is hereby giving notice that it will hold a public
hearing on the above-captioned matter on the date
and at the place specified herein.

Persons desiring to appear at the hearing should
appear at the hearing on the date and at the place
specified herein.

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CERTIFICATE OF PUBLICATION

64956

Fikesville, Md., May 8, 1985

TO CERTIFY, that the annexed advertisement
published in the NORTHWEST STAR, a weekly
newspaper published in Pikesville, Baltimore
Maryland before the 28th day of
May 1985

1st publication appearing on the
day of May, 1985

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For M. H. Lord 417
Kim Trampster
Ronnie Leissner

Renee Kuebler
Robert M. Neubert
Geri C. Jones
Susan Spielmann

Phil E.
Sylvia M. Kuebler
Charles P. Phyllis
Doris E. Phyllis

Ned Cohen
Bill Puce

Carmy Foran
Hann Bros.
Mr. J. Whitman
Wayne E. Smith
Laurie Sopher
Elise Berman
John Penatelo
James A. DeGroot
Chris Reigler
M. K. Lauser

Town House Signatures

Protestants
Arrived 9:35 A.M. AT COURT Tuesday - 5/1/85

Sylvia Kuebler
3701 Twin Lakes Ct. 209
Baltimore, MD 21207

Edel Fox
3701 Twin Lakes Ct. 205
Baltimore, MD 21207

Rose Zeller
3701 Twin Lakes Ct. 104
Baltimore, MD 21207

Arrived 9:45
Dorothy Harris
8126 Salt Lake Dr.
Baltimore, Md. 21207

Dorothy Harris
8126 Salt Lake Dr.
Baltimore, Md. 21207

Glenn J. Broder
3701 Twin Lakes Ct.
Baltimore, Md. 21207

Rita Harris
8126 Salt Lake Dr.
Baltimore, Md. 21207

Post Ex 2

DEED OF RESCISSION AND DECLARATION AND AGREEMENT

THIS DEED OF RESCISSION AND DECLARATION AND AGREEMENT made this 25th day of October, 1972 by TWIN LAKES PARTNERSHIP, a Maryland partnership composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, hereinafter referred to as "DECLARANT",

WITNESSETH:

WHEREAS, prior hereto the DECLARANT executed and recorded the following instruments:

1. Deed of Declaration and Agreement dated the 25th of June, 1971, by Twin Lakes Partnership, a Maryland partnership composed of Alvin Snyder, Morris Sugarman and Herbert Thaler, recorded among the Land Records of Baltimore County, in Liber 5219, page 074;

2. Deed of Declaration and Agreement dated the 4th of August, 1971, by Twin Lakes Partnership, a Maryland partnership, composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, recorded among the Land Records of Baltimore County, in Liber 5207, folio 180;

3. Consolidated Deed of Declaration and Agreement dated the 10th of December, 1971 by Twin Lakes Partnership, a Maryland partnership, composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, recorded among the Land Records of Baltimore County, in Liber 5254, folio 434.

WHEREAS, DECLARANT desires to rescind the Deeds of Declaration and Agreement and Consolidated Deed of Declaration and Agreement hereinbefore mentioned.

NOW THEREFORE, DECLARANT for itself, its successors and assigns declares and agrees as follows:

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16. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE

CONTRARY, in the event there is a separate owner, other than the DECLARANT of the 1.8053 acre parcel, described in Exhibit "E" herein, said owner shall have the exclusive control of approximately 42 parking spaces situate along each side of the roadway immediately adjacent to the said 1.8053 acre parcel together with the use in common with others of all parking facilities and roadways throughout the Entire Premises.

The owner of the 1.8053 acre parcel shall be responsible for the maintenance, repair and upkeep of the said approximate 42 parking spaces, and so long as the improvements in said 1.8053 acre parcel shall be used as an Indoor Tennis Club, the owners of said 1.8053 acre parcel shall not be responsible for the maintenance, repairs and replacement of any of the roadways or driveways or other parking areas contained in the Entire Premises. It is the intention of the DECLARANT that in the event said improvements of the 1.8053 acre parcel are used for another purpose, the owner of the said 1.8053 acre parcel shall then be charged a maximum annual charge of Four hundred dollars (\$400.00) for the upkeep, repairs and maintenance of the Roadways and parking areas contained in the Entire Premises.

EXHIBIT 1 LIBER 5329 PAGE 309

DEED OF RESCISSION AND DECLARATION AND AGREEMENT

THIS DEED OF RESCISSION AND DECLARATION AND AGREEMENT made this 25th day of October, 1972 by TWIN LAKES PARTNERSHIP, a Maryland partnership composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, hereinafter referred to as "DECLARANT",

WITNESSETH:

WHEREAS, prior hereto the DECLARANT executed and recorded the following instruments:

1. Deed of Declaration and Agreement dated the 25th of June, 1971, by Twin Lakes Partnership, a Maryland partnership composed of Alvin Snyder, Morris Sugarman and Herbert Thaler, recorded among the Land Records of Baltimore County, in Liber 5219, page 074;

2. Deed of Declaration and Agreement dated the 4th of August, 1971, by Twin Lakes Partnership, a Maryland partnership, composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, recorded among the Land Records of Baltimore County, in Liber 5207, folio 180;

3. Consolidated Deed of Declaration and Agreement dated the 10th of December, 1971 by Twin Lakes Partnership, a Maryland partnership, composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, recorded among the Land Records of Baltimore County, in Liber 5254, folio 434.

WHEREAS, DECLARANT desires to rescind the Deeds of Declaration and Agreement and Consolidated Deed of Declaration and Agreement hereinbefore mentioned.

NOW THEREFORE, DECLARANT for itself, its successors and assigns declares and agrees as follows:

LIBER 5329 PAGE 310

1. That the following instruments be rescinded, null and void and of no legal effect.

A. Deed of Declaration and Agreement dated the 25th of June, 1971, by Twin Lakes Partnership, a Maryland partnership composed of Alvin Snyder, Morris Sugarman and Herbert Thaler, recorded among the land records of Baltimore County, in Liber 5219, page 074;

B. Deed of Declaration and Agreement dated the 4th of August, 1971, by Twin Lakes Partnership, a Maryland partnership, composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, recorded among the land records of Baltimore County, in Liber 5207, folio 180;

C. Consolidated Deed of Declaration and Agreement dated the 10th of December, 1971, by Twin Lakes Partnership, a Maryland partnership, composed of Alvin Snyder, Morris Sugarman, Herbert Thaler and Harold Crone, recorded among the land records of Baltimore County, in Liber 5254, folio 434.

WITNESSETH:

WHEREAS, DECLARANT is the owner in fee simple of certain premises containing nine parcels situate in the Second Election District of Baltimore County, Maryland, totaling approximately 63.38 acres, more or less, hereinafter called the "ENTIRE PREMISES" as particularly described in Exhibit "B", "C", and "D" attached hereto and made a part hereof;

WHEREAS, the lots of grounds described in Exhibit "B" and "C" are divided into two sections, known and described as follows:

"SECTION I", as shown on Exhibit "A" attached hereto and made a part hereof containing 30.1405 acres, more or less.

"SECTION II", as shown on said Exhibit "A" containing 3.7823 acres, more or less.

LIBER 5329 PAGE 311

WHEREAS, DECLARANT proposes to improve "Section I" with apartment buildings and other uses as permitted by the Baltimore County zoning authority; and

WHEREAS, DECLARANT further proposes to make the aforesaid improvements under a general plan or scheme, and also desires hereby to create and establish certain easements, restrictions and obligations, pursuant to such general plan or scheme, with respect to the Entire Premises subject to and upon which the Entire Premises will be improved, sold or held by DECLARANT; and

WHEREAS, DECLARANT proposes to make certain roadway improvements and parking areas over and upon portions of the Entire Premises, including "Section I", identified as "Roadway" and "Parking", on said Exhibit "A".

WHEREAS, DECLARANT proposes certain swimming pool improvements in and upon "Section II", of the Entire Premises, saving and excepting therefrom the land described in Exhibit "E" and as shown on plat identified as Exhibit "F", attached hereto and made a part hereof; and

WHEREAS, said Roadway, Parking and Pool are being sometimes hereinafter collectively referred to as "Common Facilities"; and

WHEREAS, DECLARANT also desires to establish and create for the benefit of the improvements on or to be made on the Entire Premises, certain rights of use, parking privileges, ingress and egress in, over and upon the said Common Facilities, as well as the rights of maintenance, repair and replacement of same; and

WHEREAS, DECLARANT desires that all improvements now or hereafter erected on the Entire Premises conform to Baltimore County zoning laws and regulations;

NOW, THEREFORE, DECLARANT, for its successors and assigns, declares as follows:

LIBER 5329 PAGE 312

1. That at all times there shall be no more than 1,200 dwelling units constructed or permitted in the Entire Premises.

A "Dwelling Unit" shall be defined as a living space for no more than one family. DECLARANT agrees that it shall always abide by and comply with Baltimore County zoning laws and regulations applicable to the Entire Premises. The Entire Premises shall not, nor shall any portion thereof be used for any purpose other than that as permitted by Baltimore County zoning laws and said Entire Premises (saving and excepting therefrom the 1.8053 acres of land described in Exhibit "E" herein and as shown on plat contained in Exhibit "F" herein and saving and excepting that lot of ground immediately adjacent thereto being approximately 80' x 180' as shown on Exhibit "F" herein) shall include one or more swimming pools, and cabanas, unless prohibited by said zoning laws.

3. That no building, structure, or other obstruction shall hereafter be erected, placed or located on any portion of said Roadway.

4. That DECLARANT does hereby establish and create and does hereby give, grant and convey to each and every person, firm, or corporation hereafter owning any portion of the Entire Premises, a mutual, reciprocal, and nonexclusive easement, license, right and privilege of passage and use, both pedestrian and automotive, for the purpose of parking, ingress and egress, as well as the use, maintenance, repair, and replacement thereof, upon and over all roadways and driveways which are perpetually reserved for such purposes all as shown on plat in Exhibit "A" herein, and such additional roadways and driveways as may hereinafter be designated on future plats. It being the intention of the DECLARANT that all roadways, easements, rights-of-way and other privileges now or hereafter established or created upon any portion or all of the Entire Premises shall be for the mutual benefit and use, in common with others of each and every person, firm or corporation now or hereafter owning any portion of the Entire Premises.

5. That DECLARANT does hereby establish and create and does hereby give, grant and convey to each and every person, firm or corporation hereafter owning any portion of said Entire Premises, a mutual, reciprocal and nonexclusive easement, license, right and

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0016*** 23895 2 51-91 NW

privilege of use for the purposes of swimming, as well as the maintenance, repair and replacement thereof and ingress and egress thereto and therefrom, in, to, upon and over the area designated as "Pool" on the Plat marked Exhibit "A" herein and the said Pool area is perpetually reserved for such purposes, saving and excepting the owner of the 1.8053 acres referred to in Exhibit "F" herein.

6. The easements, licenses, rights and privileges established, created and granted hereby shall be for the benefit of and restricted solely to the owners from time to time of the Entire Premises, but any owner may grant the benefit of such owner to any tenant leasing a part of the owners portion of the Entire Premises for the duration of such tenancies, and to the invitees of said tenants provided however, that any such grant to such tenants and their invitees is and shall be subject to the right and power of the owners set forth in Paragraph 15 hereof.

DECLARANT for itself and the then owners of all or any part of the Entire Premises, does, however, reserve the right to close temporarily all or any portion of the Roadway or Pool to such extent, in the opinion of DECLARANT or the then owners of all or any part of the said Roadway or Pool as may be legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person other than as aforesaid or in the public generally therein. Any such temporary closing shall, however, be further subject to the reasonable consent of the owners and first lien holders of Section I or of the Management Committee as defined in Paragraph 8 hereinafter. In the event a dispute shall arise concerning the rights of the parties under this Paragraph 6, then such dispute shall be submitted to arbitration.

7. That in consideration of such mutual, reciprocal and nonexclusive easements and as a condition precedent to the use and enjoyment thereof, each and every owner hereafter of any part of the Entire Premises shall share in all costs and expenses of the maintenance of the Common Facilities, including, without limitation, all taxes, assessments, public liability, insurance premiums, water and electricity, cleaning and janitorial work, snow removal, repairs and replacements, including resurfacing and restriping, maintenance of lights and light standards, maintenance of recreational and swimming facilities, landscaping, employees wages, and all other functions necessary for the proper maintenance, upkeep, and operation of the said Common Facilities. Such costs and expenses shall also include any accounting cost, attorneys' fees and court cost incurred in such operation and management of the said Common Facilities and in the administration and enforcement of the provisions hereof.

All such cost and expenses shall be pro-rated among the owners of the improvements situate on the Entire Premises in the same proportion as the number of rental units within the apartment buildings owned by each such owner bears to the aggregate number of rental units within all apartment buildings situate on the Entire Premises. All such costs and expenses shall be so adjusted and paid annually, commencing on the first day of January of each year during the term of this Declaration. Provided, that no owner shall be liable to pay such costs or expenses except in respect of the period during which such owner holds title to the Entire Premises or part thereof.

8. That the responsibility hereafter for the maintenance, operation and management of the Common Facilities, notwithstanding

in whom ownership thereof may be vested, together with all rights of reasonable access thereto for such purpose, and the administration and enforcement of the terms, covenants, conditions, restrictions and obligations hereof shall be vested in a Management Committee consisting of and in form agreed upon by all owners of buildings or improvements situate on the Entire Premises. Representation on and voting rights and privileges in such Management Committee shall be pro-rated among the owners of such building areas in the same proportion as the number of rental units within the apartment buildings owned by each such owner bears to the aggregate number of rental units located within all apartment buildings situate on the Entire Premises. A majority of such votes pro-rated as above, shall carry all business before such committee. In the event a dispute shall arise concerning the rights of the parties under this Paragraph 8, then such dispute shall be submitted to arbitration.

9. That all rights and obligations created hereby shall be mutual and reciprocal as among all owners of any portion of the Entire Premises, and each shall be liable to all others for contribution of its proportionate share of the expenses in the manner herein set forth. Any or all other owners of any portion of the Entire Premises (or the Management Committee) shall have the right to cure any default on the part of any owner, including specifically but without limitation thereon, the right to cure a default in contribution of any delinquent owner by advancing the amount thereof, with the further right of reasonable access for such purposes upon the property of such delinquent owner and with the right to demand and collect reimbursement from any such delinquent

owner of the amount so advanced together with interest from date of such advance at the rate of Nine per cent (9%) per annum. Any claim herein for contribution or reimbursement and interest shall be respectively a secured right and a secured obligation and a lien therefore shall attach to that portion of the Entire Premises owned by the defaulting owner, effective upon recording of notice thereof among the Land Records of Baltimore County, Maryland. Any such lien shall, however, be subordinate to any first mortgage or deed of trust now or hereafter covering any portion of the Entire Premises, and any purchaser at any foreclosure or trustees' sale (as well as any grantee of deed in lieu of foreclosure or trustees' sale) under any such first mortgage or first deed of trust shall take title free from any such existing lien but otherwise subject to the provisions hereof.

10. That the DECLARANT shall have a right to lease any of the said common facilities provided the said leasing shall be subordinate to the interest and use of the first mortgages and beneficiaries of First Deeds of Trust. At no time shall a fee, or charge, be imposed for the use of said common facilities.

11. That the owners of the Entire Premises shall carry and maintain comprehensive public liability insurance covering injuries to persons and property on, in, or about the Common Facilities in amounts to be agreed upon by all owners.

12. That in the event of condemnation by any duly constituted authority for public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Common Facilities so taken shall be payable only to the owner thereof, and no claim thereon shall be made by other owners of any portion of the Entire Premises

part of the Entire Premises, of any of the terms, covenants, and conditions hereof, any one or all other owners of the Entire Premises (or the Management Committee) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, and any deed, lease, assignment, conveyance, or contract made in violation of this declaration shall be void and may be set aside upon petition of one or more of the owners of the Entire Premises (or the Management Committee). All costs and expenses of any such suit or proceeding shall be assessed against the defaulting owner and shall constitute a lien against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for until paid, effective upon recording of notice thereof among the Land Records of Baltimore County, Maryland, but any such lien shall be subordinate to any first mortgage or deed of trust covering any portion of the Entire Premises, and any purchaser at any foreclosure or trustees' sale (as well as any grantee of deed in lieu of foreclosure or trustees' sale) under any such first mortgage or first deed of trust shall take title free from any such existing lien but otherwise subject to the provisions hereof. The remedies of any one or all such owners of the Entire Premises (or the Management Committee) specified herein shall be cumulative as to each remedy and as to all other remedies permitted at law or in equity.

15. That the provisions of this declaration may be modified and amended in whole or in part (and the engineering plans, of which the Plat is a part, may be likewise so modified) as to location of the sidewalks, roadways, parking facilities and apartment buildings only with the consent of The New York Bank for Savings, said approval not being unreasonably withheld, the criteria for "reasonableness" being the following:

(a) Approval of any and all building and planning modification by the planning modification by the planning, zoning and building control agencies of Baltimore County, as well as approval by all other applicable governmental authorities.

In addition, the provisions of this declaration may be abrogated or rescinded only with the consent of all the then reversionary fee owners of the Entire Premises, and all then owners of a leasehold estate in the Entire Premises, and of each and every mortgagee or beneficiary under any first mortgage or first deed of trust covering all or any part of the Entire Premises by declaration in writing, executed and acknowledged by all such reversionary fee owners, owners of a leasehold estate, and first mortgages or first beneficiaries, duly recorded among the Land Records of Baltimore County, Maryland. It being agreed and understood that upon full payment of principal indebtedness to any mortgagee, that said payment shall cancel any rights that mortgagee may have had under this agreement. Except as expressly above provided, this declaration

provided, however, that all other owners of portions of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land within the easement area so taken, to the extent of any damage suffered by any such owners resulting from the severance of the appurtenant easement area so taken, provided further, however, that the owner of each portion of the easement area so condemned shall promptly repair and restore the remaining portion thereof, so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other owner of the Entire Premises, except to the extent that the proceeds of such award are insufficient to pay the costs of restoration and repair.

13. That each of the owners of any part of the said Common Facilities shall require that the proper taxing authorities aggregate, for purpose of real estate taxation, those portions of the Entire Premises located within the boundaries of the Roadway, and Pool and shall annually and no later than September 30th of each year, exchange with all other such owners receipts or other evidence proving payment in full of all real property taxes upon the respective portions of the said Roadway, and Pool owned by any such owner.

14. That the easements, restrictions, benefits and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon the Entire Premises running with the land thereof, and shall be perpetual, subject to the provisions of Paragraph 15 hereof. This Declaration shall create privity of contract and/or estate with and among all grantees of all or any part of the Entire Premises, their heirs, executors, administrators, successors or assigns. In the event of breach, or attempted or threatened breach, by any owner hereafter of any

may not otherwise be abrogated, modified, rescinded, or amended in whole or in part.

16. The following matters shall be settled by arbitration in accordance with the rules then applicable of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof: (a) any dispute made arbitrable by this Declaration in accordance with the provisions hereof, and (b) any dispute or question as to the performance or observance by any owner of any part of the Entire Premises concerning any of the terms, covenants, or conditions of this Declaration on such owner's part to be observed or performed. Upon such determination by arbitration of any dispute or question covered by Item (b) of this Paragraph, the party required to perform the particular matter in dispute shall proceed within a reasonable time thereafter to satisfy the condition

In the event a dispute shall arise concerning rights under this Paragraph 15, then such dispute shall be submitted to arbitration.

of such determination and in the event that funds are required to be advanced by said owner for an improvement or for maintenance as required by the terms of this Declaration, and, therefore, all owners of the Entire Premises are required to contribute thereto in accordance with this Declaration and the party required to perform shall be reimbursed for the cost of such improvement or maintenance in accordance with the provisions of this Declaration.

17. The term "OWNER" as used herein shall not include or be construed to include (1) any owner of a leasehold estate in the Entire Premises or any portion thereof which leasehold estate was originally for a term of less than five (5) years; or (2) any holder of legal title to the Entire Premises or any portion thereof, which legal title was obtained solely by virtue of a lien upon the Entire Premises or portion thereof in order to secure the payment of a promissory note or other obligation, provided that any such holder shall be deemed to be an owner if he, it or they has entered into possession of the Entire Premises or any portion thereof, pursuant to default under a mortgage or deed of trust, or has acquired title thereto pursuant to foreclosure proceedings. The term "OWNER" as used herein shall specifically include any owner of a leasehold estate in the Entire Premises or any portion thereof which leasehold estate was originally for a term in excess of five (5) years.

18. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, in the event there is a separate owner, other than the DECLARANT of the 1.8053 acre parcel, described in Exhibit "E" herein, said owner shall have the exclusive control of approximately 42 parking spaces situate along each side of the roadway immediately adjacent to the said 1.8053 acre parcel together with the use in common with others of all parking facilities and roadways throughout the Entire Premises.

The owner of the 1.8053 acre parcel shall be responsible for the maintenance, repair and upkeep of the said approximate 42 parking spaces, and so long as the improvements in said 1.8053 acre parcel shall be used as an Indoor Tennis Club, the owners of said 1.8053 acre parcel shall not be responsible for the maintenance, repairs and replacement of any of the roadways or driveways or other parking areas contained in the Entire Premises. It is the intention of the DECLARANT that in the event said improvements of the 1.8053 acre parcel are used for another purpose, the owner of the said 1.8053 acre parcel shall then be charged a maximum annual charge of Four hundred dollars (\$400.00) for the upkeep, repairs and maintenance of the Roadways and parking areas contained in the Entire Premises.

19. That the terms, covenants, conditions and warranties herein shall inure to the benefit of and shall be binding upon the DECLARANT and the respective executors, administrators, legal representatives, successors, assigns and beneficiaries of the DECLARANT.

The following who constitute all persons, firms or corporations with any interest in the Entire Premises, also join in the execution of these presents for the sole and limited purpose of subordinating all of their right, title and interest in and to the Entire Premises by virtue of the Deed of Trust or Mortgage hereafter mentioned, to all of the terms, covenants, conditions and provisions of this Deed of Rescission and Declaration and Agreement:

1. Charles Mindel and Robert Hirsch, Trustees under a certain Deed of Trust dated November 4, 1968 and recorded among the Land Records of Baltimore County in Liber OTG 4936, folio 198, from DECLARANT, herein as Grantor, securing a certain Note to Max Goodman and Ethel P. Goodman, his wife and Emanuel Baskin and Harvey Baskin, said Trustees having been authorized and empowered to join in the execution of this Deed of Rescission and Declaration and Agreement pursuant to their authority.

2. Union Trust Company of Maryland, as mortgagee under a mortgage dated November 4, 1968 and recorded among the Land Records aforesaid in Liber OTG No. 4936, folio 205.

3. A. Adgate Duer and James A. Cole, Substitute Trustees under a certain Deed of Trust dated October 7, 1969 and recorded among the aforesaid Land Records in Liber OTG 5042, folio 211 and Supplemental Deed of Trust dated October 18, 1971 and recorded as aforesaid in Liber OTG 5226, folio 245, from DECLARANT herein

as Grantor, securing a certain Note to The Equitable Trust Company Substitute Said/Trustees having been authorized and empowered to join in the execution of this Deed of Rescission and Declaration and Agreement as evidenced by the signature of said Note Holder hereto affixed, said Note having been endorsed to and presently being held by New York Bank for Savings.

4. Vermont Federal Savings and Loan Association, a body corporate of the State of Maryland, as mortgagee under the two following mortgages: a) mortgage dated August 4, 1971 and recorded among the Land Records aforesaid in Liber OTG No. 5207, folio 199 b) mortgage dated March 30, 1972 and recorded among the Land Records aforesaid in Liber OTG No. 5259, folio 132.

5. John G. Wharton and James A. Cole, Trustees under a Deed of Trust dated December 15, 1971 and recorded among the Land Records aforesaid in Liber OTG No. 5237, folio 693, from DECLARANT herein as Grantor, securing a certain Note to The Equitable Trust Company said Trustees having been authorized and empowered to join in the execution of this Deed of Rescission and Declaration and Agreement pursuant to their authority, as evidenced by the signature of the Note holder herein affixed.

6. Fredrick E. Chippendale and John S. Stien, Trustees under a Deed of Trust dated December 10, 1971 which Deed of Trust is recorded among the Land Records of Baltimore County, in Liber OTG No. 5272, folio 935, from DECLARANT herein as Grantor, securing a certain Note to The Equitable Trust Company. Said Trustees having been authorized and empowered to join in the execution of this Deed of Rescission and Declaration and Agreement as evidenced by the signature of said Note Holder herein affixed, William E. Evans, Jr. having been substituted as Substituted Trustee in the place and stead of John S. Stien by Deed of Appointment dated December 2, 1972 by The Equitable Trust Company and recorded of Liber 5329 to the Vermont Federal Savings and Loan, Inc. in Mortgage Unit.

a mortgage dated June 12, 1972 and recorded among the Land Records aforesaid in Liber OTG No. 5274, folio 333.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed these presents in form and manner proper and sufficient in law on the day and year first hereinabove written.

WITNESS:

Vickie Lynch (SEAL)
Vickie Lynch
Vickie Lynch
Vickie Lynch
Vickie Lynch
Vickie Lynch

BY: Thomas Sugarmen (SEAL)
Mottis Sugarmen
BY: Harold Crone (SEAL)
Harold Crone
BY: James A. Cole (SEAL)
James A. Cole, Trustee
General Partners

BY: Charles Mindel (SEAL)
Charles Mindel, Trustee
BY: Robert Hirsch (SEAL)
Robert Hirsch, Trustee
BY: A. Adgate Duer (SEAL)
A. Adgate Duer, Trustee
BY: James A. Cole (SEAL)
James A. Cole, Trustee
BY: John G. Wharton (SEAL)
John G. Wharton, Trustee
BY: William E. Evans, Jr. (SEAL)
William E. Evans, Jr., Substituted Trustee
BY: Fredrick E. Chippendale (SEAL)
Fredrick E. Chippendale, Trustee

BY: Charles E. Kinsley
Charles E. Kinsley, Vice President
NEW YORK BANK FOR SAVINGS
BY: Ben T. Paillo
Ben T. Paillo, Vice President

ATTEST:

Willie W. Kline
Willie W. Kline

ATTEST:

James A. Cole
James A. Cole

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

I HEREBY CERTIFY that on this 17th day of January, 1973, before me, the undersigned officer, personally appeared ALVIN SNYDER, MORRIS SUGARMAN, HERBERT THALER and HAROLD CRONE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and they acknowledged themselves to be the General Partners of Twin Lakes Partnership, a General Partnership, and that as such General Partners being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in my presence the name of the General Partnership by themselves as such General Partners.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Vickie Lynch
Vickie Lynch
NOTARY PUBLIC
My Commission Expires July 1, 1974

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 8th day of January, 1973, before me, the undersigned officer, personally appeared CHARLES MINDEL, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

Willie W. Kline
Willie W. Kline
NOTARY PUBLIC
My Commission Expires July 1, 1974

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 24 day of January, 1973, before me, the undersigned officer, personally appeared ROBERT HIRSCH, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

Willie W. Kline
Willie W. Kline
NOTARY PUBLIC
My Commission Expires July 1, 1974

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 11th day of January, 1973, before me, the undersigned officer, personally appeared A. ADGATE DUER, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.

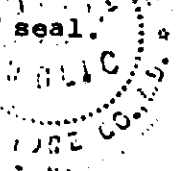
Marie T. Riggs
Marie T. Riggs
NOTARY PUBLIC
My Commission Expires July 1, 1974

Marie T. Riggs
NOTARY PUBLIC
My Commission Expires July 1, 1974

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 11th day of January, 1973, before me, the undersigned officer, personally appeared JOHN G. WARTON, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

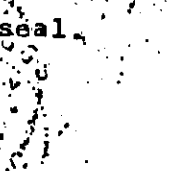


Marie T. Riggs
NOTARY PUBLIC

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 11th day of January, 1973, before me, the undersigned officer, personally appeared JAMES A. COLE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official



Marie T. Riggs
NOTARY PUBLIC

MARIE T. RIGGS

My Commission Expires
July 1, 1974

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 26th day of December, 1972, before me, the undersigned officer, personally appeared WILLIAM E. EYKING, JR., known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official



Antoinette H. Glamski
NOTARY PUBLIC

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 26th day of December, 1972, before me, the undersigned officer, personally appeared FREDRICK E. CHIPPENDALE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official



Antoinette H. Glamski
NOTARY PUBLIC

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 3rd day of January, 1973, before me, the undersigned officer, personally appeared CHARLES E. KINSEY who acknowledged himself to be SENIOR VICE PRESIDENT of UNION TRUST COMPANY OF MARYLAND, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as SENIOR VICE PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.

1974
My Commission Expires July 1, 1974

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 20th day of December, 1972, before me, the undersigned officer, personally appeared BEN T. PALILLO who acknowledged himself to be VICE PRESIDENT of NEW YORK BANK FOR SAVINGS, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as BEN T. PALILLO, VICE PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official

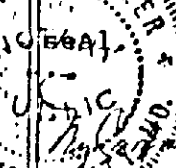
seal.

Marie T. Riggs
NOTARY PUBLIC

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 3rd day of January, 1973, before me, the undersigned officer, personally appeared James E. O'Neil, Jr., who acknowledged himself to be the President of VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official

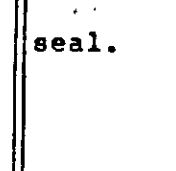


James E. O'Neil, Jr.
NOTARY PUBLIC

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 9th day of January, 1973, before me, the undersigned officer, personally appeared JACK ROBINSON who acknowledged himself to be the President of OLD COURT SAVINGS AND LOAN ASSOCIATION, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official



Jack Robinson
NOTARY PUBLIC

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this the 26th day of December, 1972, before me, the undersigned officer, personally appeared F.E. CHIPPENDALE who acknowledged himself to be VICE PRESIDENT of THE EQUITABLE TRUST COMPANY, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official



Antoinette H. Glamski
NOTARY PUBLIC

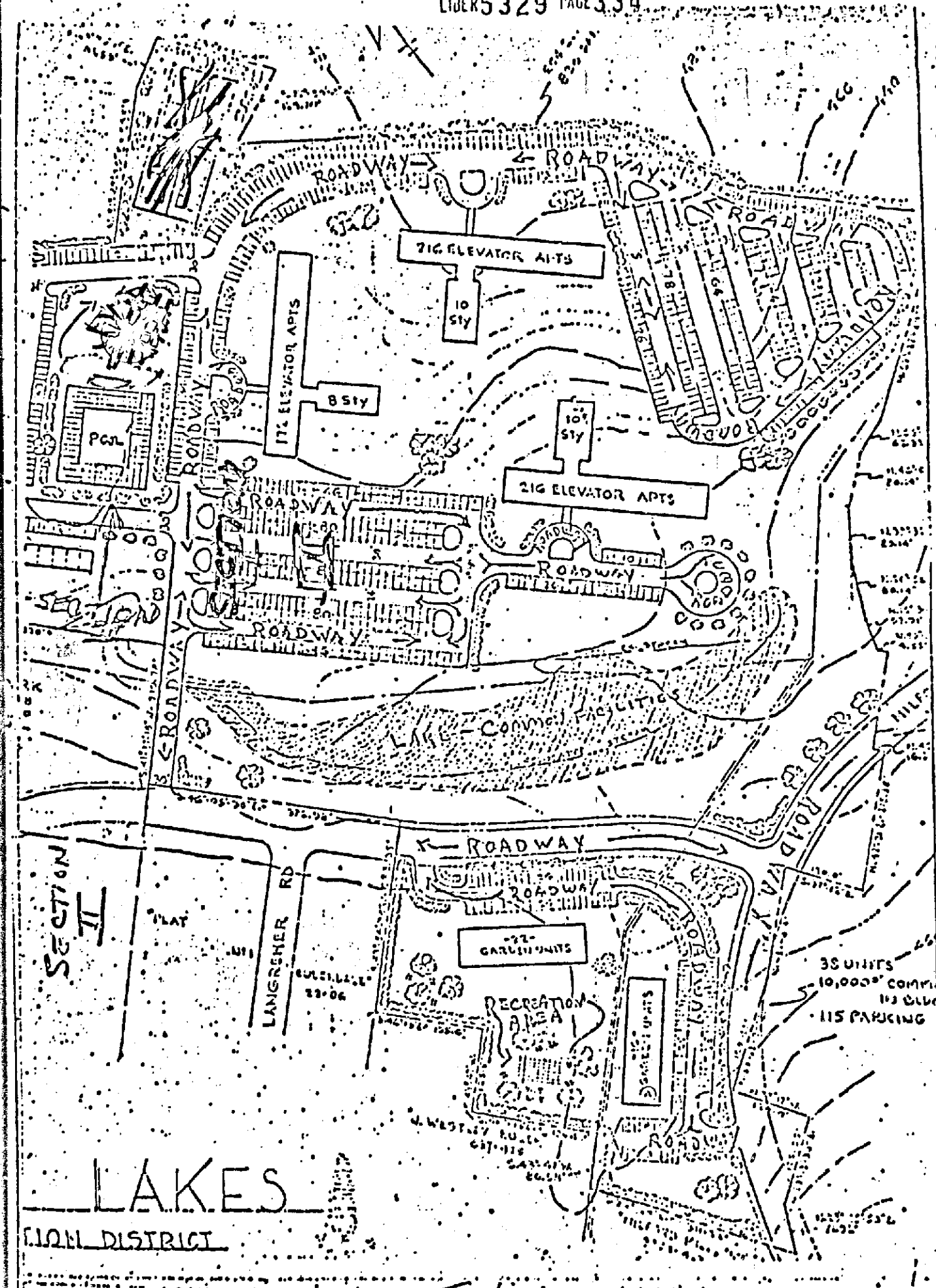


EXHIBIT "A"

EXHIBIT "B" NO DEED OF DECLARATION
MADE BY THE LAND PATRONSHIP
SECTION 2

Beginning for the same at the point designated "5" on the southwesterly corner of the land shown on the plat of "Victoria" as recorded among the Land Records of Baltimore County in Plat Book GLB 20, page 168, running thence binding on the northwest outline of said plat six courses: (1) N 16 degrees 38 minutes 50 seconds E 53.51 feet, (2) N 21 degrees 00 minutes 50 seconds E 80.14 feet, (3) N 31 degrees 37 minutes 10 seconds E 80.14 feet, (4) N 46 degrees 13 minutes 30 seconds E 80.14 feet, (5) N 66 degrees 27 minutes 10 seconds E 62.33 feet, and (6) N 52 degrees 31 minutes 40 seconds E 319.85 feet to a 1 1/2 inch pipe set on the ditch or N 57 degrees 02 minutes W 271.36 foot line of the land described in the deed from Joseph F. Schlee and wife, et al., to William Sinsky and wife, et al., date July 6, 1951 and recorded among said Land Records in Liber GLB 1993, page 539, thence binding on a part of said sixth line, (7) N 46 degrees 41 minutes 50 seconds W 280.02 feet to a stone found, thence continuing to bind on the tenth, eleventh, twelfth and thirteenth lines of said land four courses: (8) N 29 degrees 40 minutes 46 seconds W 286.62 feet to a stone found, (9) S 57 degrees 59 minutes 10 seconds W 522.37 feet to a stone found, (10) S 60 degrees 33 minutes 50 seconds W 260.40 feet to a stone found, and (11) S 41 degrees 20 minutes 40 seconds W 367.05 feet to a stone found at the beginning of the land described in the deed from John Wesley Euler and wife to Max M. Goodman and wife, dated January 24, 1950 and recorded among said Land Records in Liber GLB 464, page 408, thence binding on the first, second and third lines of said last mentioned land, three courses: (12) S 41 degrees 20 minutes 40 seconds W 132.60 feet, (13) S 46 degrees 00 minutes 20 seconds E 85.04 feet, and (14) S 41 degrees 40 minutes 50 seconds W 210.43 feet to a 3/4 inch pipe set on the northeast side of Eulerdale Drive, sixty feet wide, as shown on "Plat No. 1 of Eulerdale" recorded among said Land Records in Plat Book GLB 22, page 86, thence binding on the northeast side of said Eulerdale Drive, and also binding on the fourth line of said last mentioned land, (15) S 46 degrees 01 minutes 50 seconds E 372.06 feet to a 3/4 inch pipe set on the southeast corner of said "Plat No. 1 of Eulerdale", thence binding on a part thereof, (16) S 43 degrees 50 minutes 10 seconds W 284.13 feet to a 3/4 inch pipe set at the beginning of the sixth line of said last mentioned land, thence binding on said sixth line, passing over a 1 inch pipe found on the northwest side of Eulerdale Road 50 feet wide, 12 extended northeasterly, (17) S 46 degrees 11 minutes 10 seconds E 154.40 feet, in all, to a point on the north easterly extension of the center line of said Eulerdale Road, thence binding on said center line and on the seventh line of said land, (18) S 43 degrees 43 minutes 50 seconds W 123.50 feet, thence binding on the eighth through the twenty-first lines of said land conveyed to Max M. Goodman and wife, twelve courses: (19) S 46 degrees 11 minutes 10 seconds E 106.50 feet to a 3/4 inch pipe set, (20) S 43 degrees 48 minutes 50 seconds W 80.60 feet to a 3/4 inch pipe set, (21) S 36 degrees 23 minutes 00 seconds E 310.12 feet to a 1/2 inch pipe found, (22) N 23 degrees 04 minutes 00 seconds E 71.89 feet to a stone found, (23) N 53 degrees 14 minutes 45 seconds E 126.70 feet, (24) N 37 degrees

EXHIBIT "B" CONTINUED

11 minutes 15 seconds W 120.00 feet, (25) N 53 degrees 14 minutes 45 seconds E 160.60 feet, (26) N 44 degrees 02 minutes 00 seconds E 170.24 feet, (27) S 37 degrees 11 minutes 15 seconds E 120.00 feet, (28) N 44 degrees 02 minutes 00 seconds E 214.35 feet, (29) N 46 degrees 45 minutes 40 seconds W 156.79 feet, and (30) N 44 degrees 02 minutes 00 seconds E 153.58 feet to a point in the last described in the deed first herein referred to, thence binding reversely on a part of said line and binding also on a part of the twenty-second line of said land conveyed to Max M. Goodman and wife, (31) N 46 degrees 45 minutes 40 seconds W 2.16 feet to the place of beginning.

Containing 30.1405 acres of land.

Subject to the rights of way referred to in the deed and agreement between John Wesley Euler and wife and the County Commissioners of Baltimore County, dated January 16, 1954 and 2427, page 391, said rights of way being shown on Baltimore County, Bureau of Rights-of-Way, Drawing RI 53-612 recorded among said Land Records in Plat Book GLB 19, page 116.

Subject also to the fifteen foot right of way for utilities shown on "Plat No. 1 of Eulerdale" recorded among said Land Records in Plat Book GLB 22, page 86.

Subject also to the proposed relocation of Milford Mill Road through the land herein described.

EXHIBIT C TO DEED OF DECLARATION
MADE BY TWIN LAKES PARTNERSHIP
SECTION I

Beginning for the same at the beginning of the land conveyed by Board of Education of Baltimore County to Alvin Snyder and others, co-partners trading as Twin Lakes Partnership, by deed dated March 27, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G. 5084, page 229, running thence, binding on the outlines of said land four courses: (1) S 39 degrees 09 minutes 30 seconds E 185.71 feet, (2) S 63 degrees 30 minutes 00 seconds W 128.70 feet to a stone, (3) S 60 degrees 33 minutes 50 seconds W 260.40 feet to a stone, and (4) S 41 degrees 20 minutes 40 seconds W 102.00 feet, thence for new lines of division two courses: (5) N 48 degrees 39 minutes 20 seconds W 185.66 feet, and (6) N 42 degrees 41 minutes 35 seconds E 404.38 feet to a point in the eighth or last line of the land conveyed by Christopher J. Carlson and wife to Max Goodman and others by deed dated July 25, 1968 and recorded among the aforementioned Land Records in Liber O.T.G. 4902, page 480, thence binding on a part of said last line, (7) S 56 degrees 44 minutes 00 seconds E 101.37 feet to the granite stone set at the end of said line and in the sixth line of land first herein referred to, thence again binding on the outlines of said first mentioned land two courses: (8) N 43 degrees 19 minutes 20 seconds E 232.68 feet, and (9) N 54 degrees 42 minutes 00 seconds E 81.53 feet to the place of beginning.

Containing 2.7823 acres of land.

Being part of the land conveyed by Christopher J. Carlson and wife to Max Goodman and others by deed dated July 25, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4902, page 480; and a part of the land conveyed by Board of Education of Baltimore County to Alvin Snyder and others, co-partners trading as Twin Lakes Partnership, by deed dated March 27, 1970 and recorded among said Land Records in Liber O.T.G. 5084, page 229.

BEGINNING for the same at a granite stone heretofore set at the beginning of the land described in the deed from James C. McCohan to Christopher J. Carlson, et al, dated September 3, 1964 and recorded among the Land Records of Baltimore County in Liber R.R.G. 4377, page 44, running thence binding on the outlines of said land the eight following courses and distances, (1) S 42° 41' 35" W 578.86 feet to a cut plus found on a 12 inch by 15 inch boulder on the south side of Scotts Level Branch, said cut plus being distant N 42° 41' 35" E - 67.00 feet from a 6 inch by 6 inch stone found at the beginning of the land described in the deed from William Mullen and wife to Jacob Henkle and wife, dated November 25, 1869 and recorded among the Land Records in Liber E.H.A. 64 page 412, (2) N 45° 34' 30" W - 272.75 feet to a 3/4 inch pipe found, (3) S 41° 57' 00" W - 674.83 feet to a one inch iron pin, (4) N 45° 47' 00" W - 1223.68 feet to a concrete monument, (5) N 42° 23' 30" E - 703.00 feet to a 3/4 inch pipe, (6) S 47° 59' 40" E - 318.48 feet to a 3/4 inch pipe, (7) N 32° 00' 00" E - 307.28 feet to a one inch pin set in concrete, and (8) S 56° 44' 00" E - 1246.21 feet to the place of beginning. Containing 31.8751 acres of land.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Baltimore County was granted and conveyed by Max Goodman, et al unto Twin Lakes Partnership.

SAVING AND EXCEPTING the following land: -

BEGINNING for the same at the 1 inch iron pin heretofore set at the beginning of the sixth of N 51° 50' E 675.16 foot line of the land conveyed by David W. White and others to Christopher J. Carlson and wife by deed dated February 4, 1944 and recorded among the Land Records of Baltimore County in Liber R.J.S. 1335, page 179, said line being also the fourth line of the land conveyed by Irving Subock and others, executors, to William Raymond Kirk and wife by deed dated January 15, 1943 and recorded among said Land Records in Liber R.J.S. 1280, page 188, running thence binding on a part of said sixth line, and reversely on a part of said fourth line, (1) N 41° 57' 00" E 228.00 feet to a point on the southwest side of Church Road, there proposed to be laid out sixty feetwide, thence binding on the Southwest side of said Church Road, (2) N 74° 19' 00" W 476.94 feet to a point in the fifth or S 35° 42' E 1224.73 foot line of the land first herein referred to, a part of said fifth line being the fourth or S 43° E 655.3 foot line of the land conveyed by Morton J. Hollander and others to the Board of Education of Baltimore County by Deed dated November 28, 1955 and recorded among said Land Records in Liber G.L.B. 2828 folio 202, thence binding on a part of said last mentioned line and on a part of the fifth line of the land first herein referred to, (3) S 45° 47' 00" E 428.03 feet to the place of beginning. Containing 1.1193 acres of land.

Exhibit "D"

Beginning for the same at the granite stone heretofore set at the

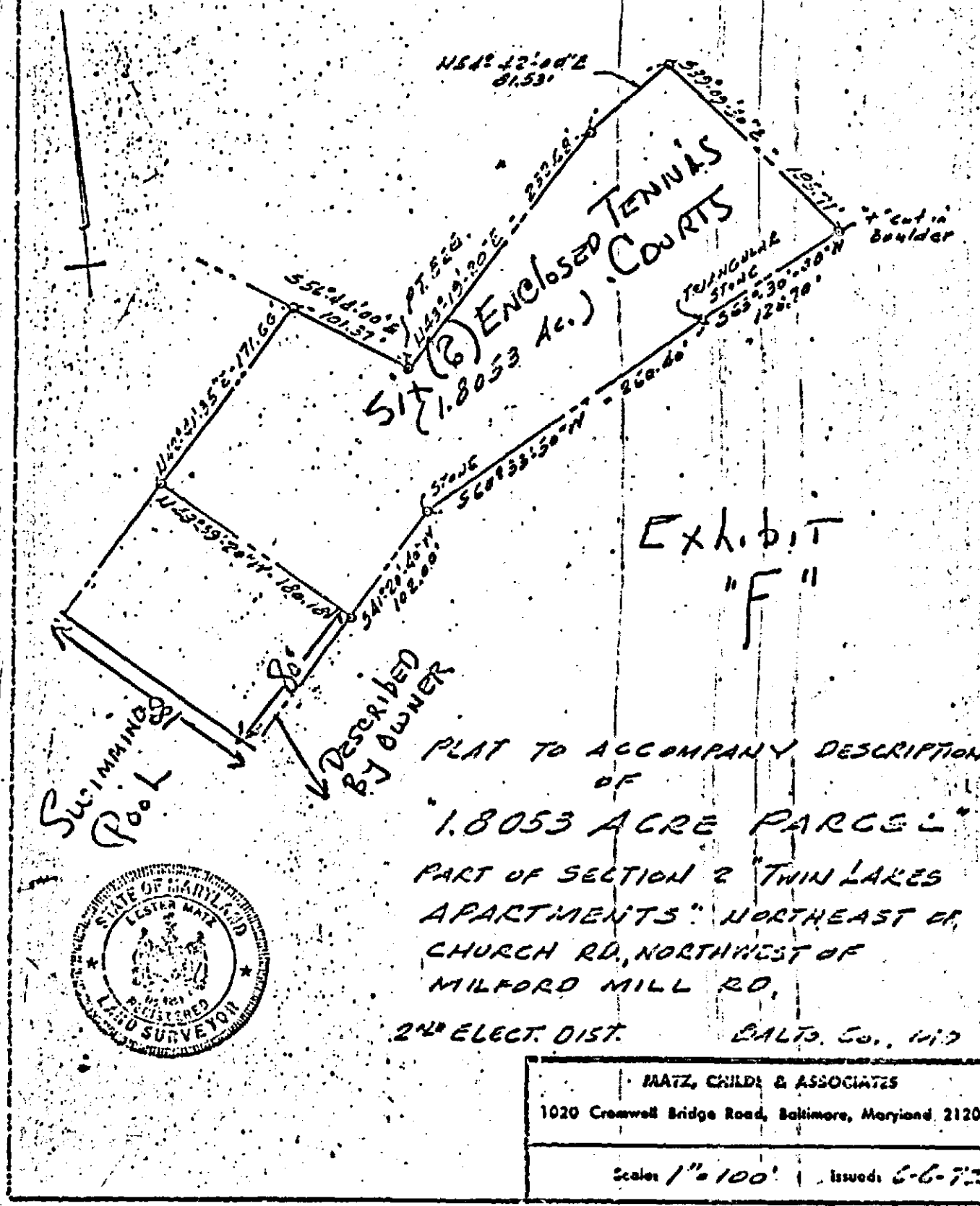
beginning of the 31.8751 acre parcel described in the Agreement of Lease by and between Max Goodman and others, and Berman Enterprises and others, trading as Twin Lakes Partnership, dated July 25, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4902, page 488, said beginning point being in the sixth or N 51° 47' 30" E 812.17 foot line of the land conveyed by the Board of Education of Baltimore County to Alvin Snyder and others, trading as Twin Lakes Partnership, by deed dated March 27, 1970 and recorded among said Land Records in Liber O.T.G. 5084, page 229, said beginning point being also the point designated "176" along the northernmost outline of the land shown on the plat titled "Plat One, Section Two, Twin Lakes Apartments" and recorded among said Land Records in Plat Book O.T.G. 35, page 20, running thence binding on the outlines of the land shown on said plat and on the outlines of the land conveyed by said Board of Education, six courses:

(1) N 43° 19' 20" E 232.68 feet, (2) N 54° 42' 00" E 81.53 feet, (3) S 39° 09' 30" E 185.71 feet to a cross cut in a boulder, (4) S 63° 30' 00" W 128.70 feet to a triangular stone, (5) S 60° 33' 50" W 260.40 feet to a stone, and (6) S 41° 20' 40" W 102.00 feet, thence for a new line of division, (7) N 48° 39' 20" W 180.18 feet to a point in the northernmost outline of the land shown on the plat herein referred to, thence again binding on said outline, (8) N 42° 41' 35" E 171.66 feet to a point in the eighth or last line of the land first herein mentioned, and thence binding on a part of said last line and still binding on the outline of the land shown on said plat, (9) S 56° 44' 00" E 101.37 feet to the place of beginning.

Containing 1.8053 acres of land.

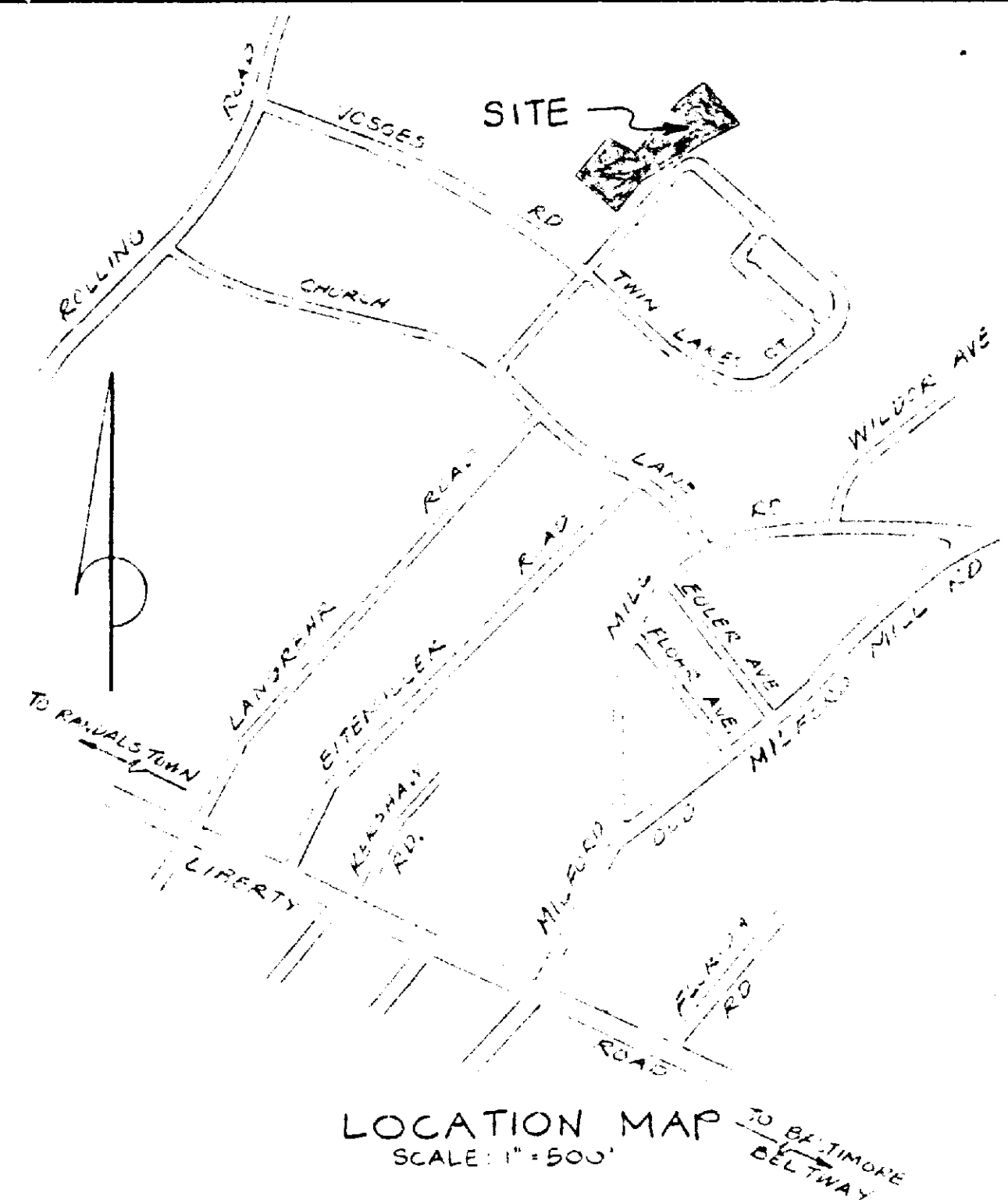
Exhibit "E"

-31-



-32-

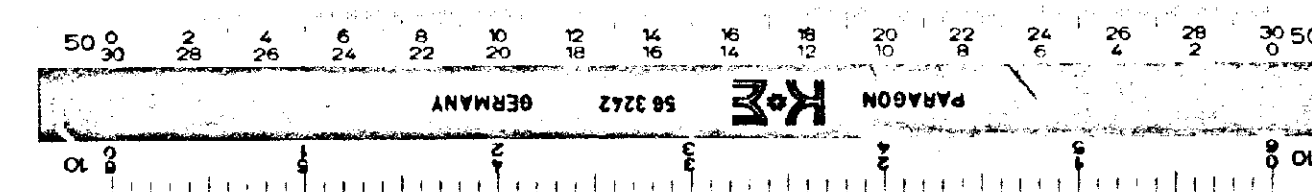
PETITIONER'S EXHIBIT No 1



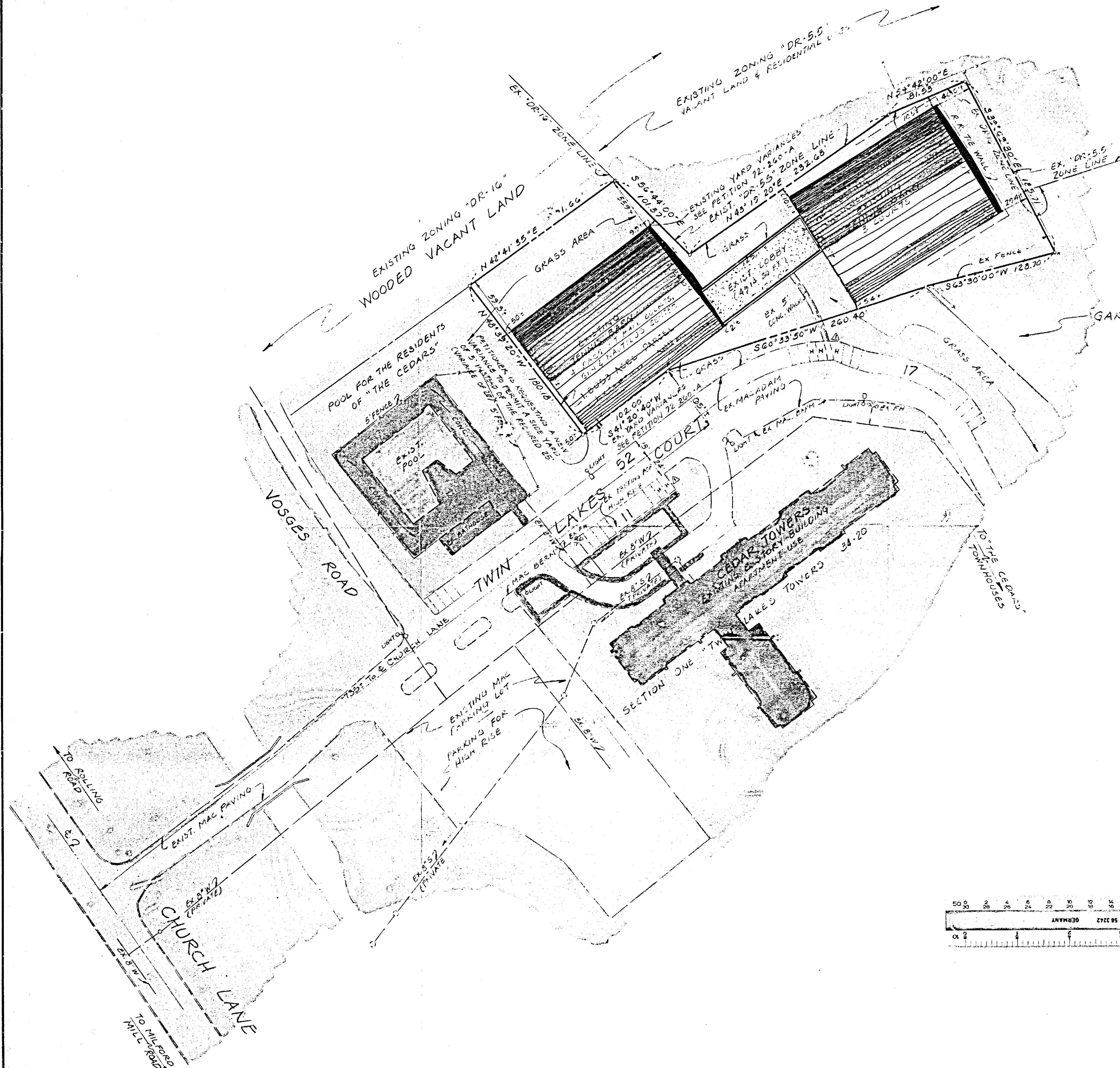
GENERAL NOTES

1. TOTAL AREA OF PLAT 1, SECTION II TWIN LAKES APARTMENTS OF WHICH THIS SITE IS INCLUDED = 23.4 ACRES
2. AREA OF SITE REQUESTING SPECIAL HEARING AND YARD VARIANCES = 1.8083 ACRES
3. EXISTING ZONING OF SITE "DR-16" WITH SPECIAL EXCEPTION FOR A SWIMMING POOL & COMMUNITY BUILDING (SEE PETITION NO 71-21-RX)
4. EXISTING TENNIS CLUB WAS ALSO GRANTED A REAR YARD VARIANCE OF 10' (11' SETBACK INSTEAD OF THE REQUIRED 30') & SIDE YARD VARIANCE OF 15' (10' SETBACK INSTEAD OF THE REQUIRED 25') & A FRONT YARD VARIANCE OF 30' (0' SETBACK INSTEAD OF THE REQUIRED 30'), SEE PETITION NO 72-260-A
5. EXISTING USE OF SITE "TENNIS CLUB" FOR THE CEDARS RESIDENTIAL COMMUNITY
6. PROPOSED USE OF THE SITE "YMCA RECREATIONAL FACILITY"
7. UTILITIES EXIST AT THE SITE
8. SITE IS LOCATED IN THE SCOTTS LEVEL DRAINAGE AREA
9. OFF-STREET PARKING DATA:
 - A. NUMBER OF TENNIS COURTS TO REMAIN = 3 REQUIRING 9 PARKING SPACES (3/COURT)
 - B. NUMBER OF RACQUET BALL COURTS = 4 REQUIRING 12 PARKING SPACES (3/COURT)
 - C. GYMNASIUM, NATILUS CENTER & LOBBY = 21,394 SQ FT REQUIRING 713 SPACES (72) (1 FLOOR 1300' FLOOR AREA)
 - D. TOTAL SPACES REQUIRED = 93 (SEE NOTE 12)
 - E. TOTAL SPACES EXISTING IMMEDIATELY ADJACENT TO THE TENNIS CLUB IS 49 OF WHICH THE CLUB HAS EXCLUSIVE CONTROL OF 42 SPACES. ALL OTHER PARKING & DRIVEWAYS ARE TO BE "USE IN COMMON" THROUGHOUT THE ENTIRE CEDARS COMMUNITY PER RECORDED AGREEMENT DATED OCTOBER 25, 1972 AND RECORDED E.H.N. JR. 6229-309
10. PETITIONER IS REQUESTING A VARIANCE TO SECTIONS 504, V.B.2, & TABLE 5-4 OF THE ZONING REGULATIONS TO ALLOW A NEW SIDE YARD VARIANCE OF 20' (INSTEAD OF THE REQUIRED 25') FROM THE NEW LINE OF DIVISION OF THE PROPERTY
11. PETITIONER IS REQUESTING A SPECIAL HEARING FOR THE ZONING COMMISSIONER TO MAKE A DETERMINATION & APPROVE THE TRANSFER OF THIS 1.8083 ACRES OF THE BUILDINGS & USE FROM THE PRESENT OWNERS TO A YMCA USE AS BEING IN COMPLIANCE WITH THE BALTIMORE COUNTY ZONING REGULATIONS PERTAINING TO THE SAME USE (SECTION 1 801.106 OF THE ZONING REGULATIONS-USES PERMITTED BY SPECIAL EXCEPTION-COMMUNITY BUILDINGS, TENNIS FACILITIES & SIMILAR CIVIC, SOCIAL AND RECREATIONAL USES)
12. PETITIONER IS REQUESTING A VARIANCE TO SECTION 409.205 OF THE ZONING REGULATIONS TO ALLOW A TOTAL OF 42 PARKING SPACES INSTEAD OF THE REQUIRED 93 (A VARIANCE OF 51 SPACES)

* SITE WAS RECLASSIFIED UNDER THE COMPREHENSIVE ZONING PROCESS BY THE COUNTY COUNCIL UNDER ITEM NO 2-21. THE SITE WAS RECLASSIFIED FROM "DR-16" TO "R-0"



4 CEDAR TOWERS PARKING DATA
PLAT RECORDED OTG 34-20 APRIL 20, 1970
NUMBER OF APARTMENT UNITS APPROVED = 172
REQUIRED PARKING = 172
EXISTING PARKING = 18" (FIELD COUNT)



Drafting	DATE	REVISIONS
J.L.B.	5-28-85	ADDED THE CEDAR PARKING DATA
Check R.L.S.		HANDICAPPED SPACES & NOTE ON ZONING
Draw R.L.S.		CHANGE
Check R.W.D.		

KIDDE CONSULTANTS, INC.
ENGINEERS • ARCHITECTS • PLANNERS

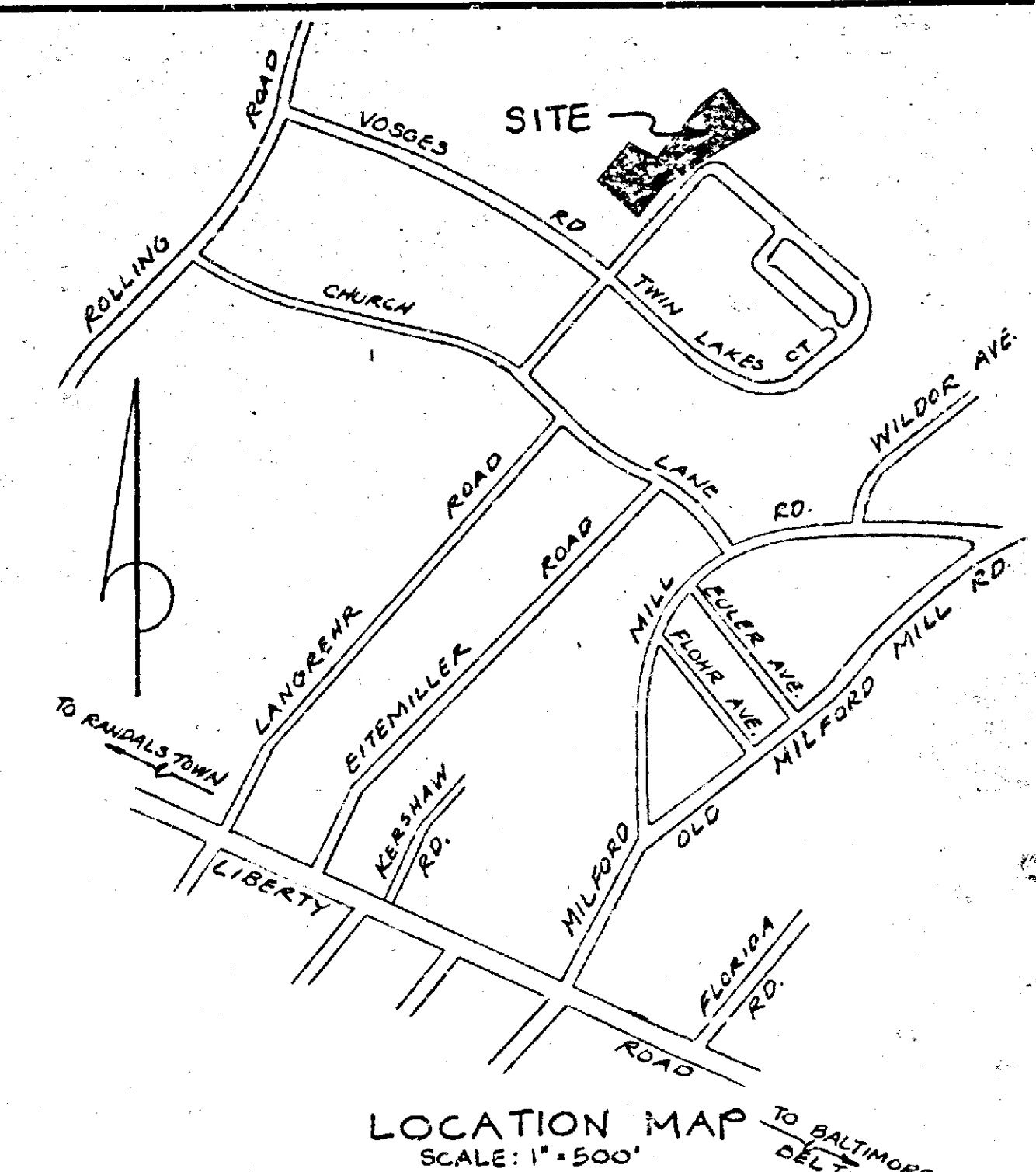
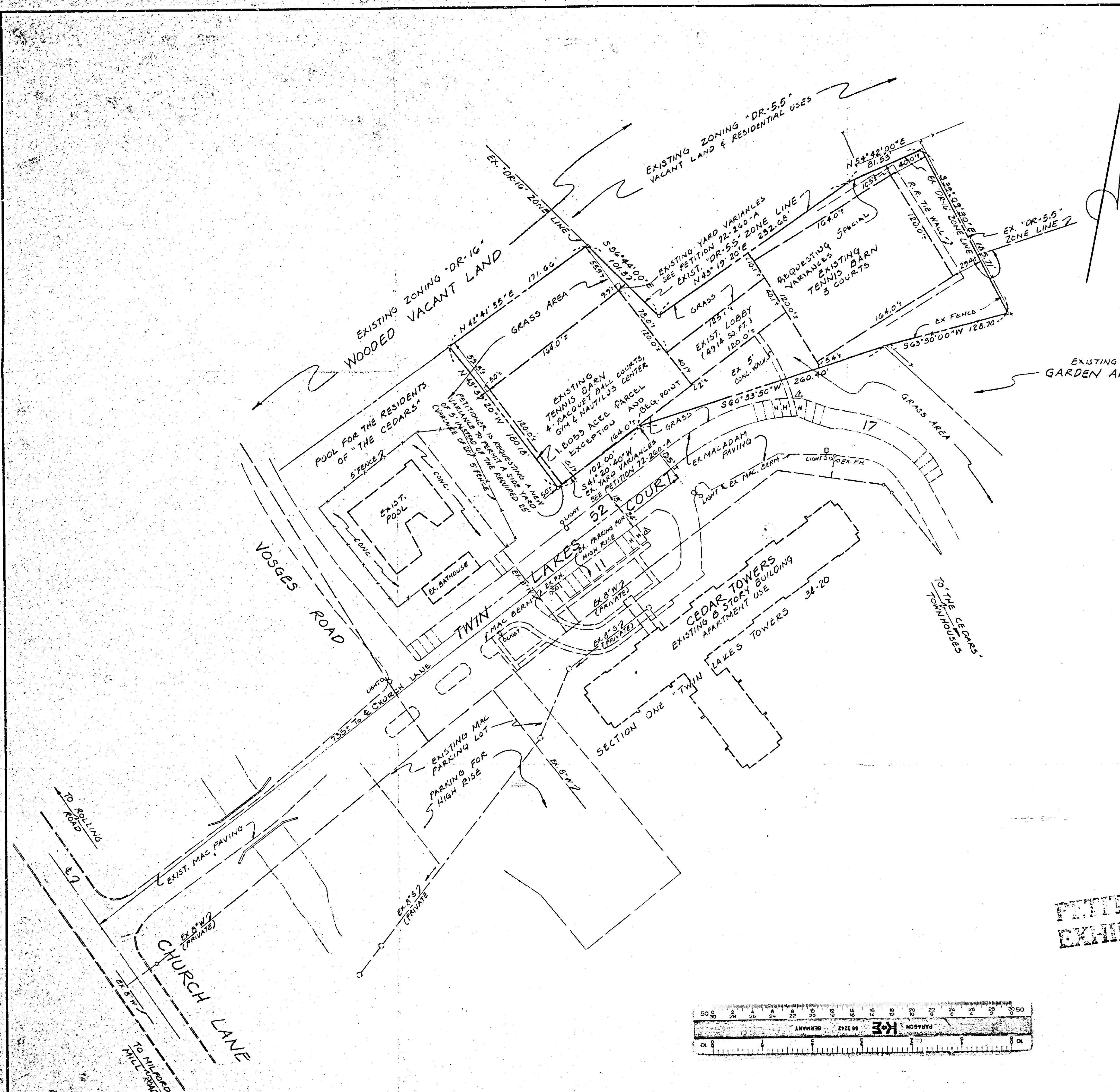
PLAT TO ACCOMPANY PETITION FOR VARIANCES & SPECIAL HEARING

THE CEDARS TENNIS CLUB
VICINITY TWIN LAKES CT AND CHURCH LANE

2ND ELECTION DISTRICT

BALTIMORE COUNTY, MARYLAND

SHEET	DATE	JOB NUMBER
1	JAN. 11, 1985	
OF	SCALE	
1	1" = 50'	CL-4129



GENERAL NOTES

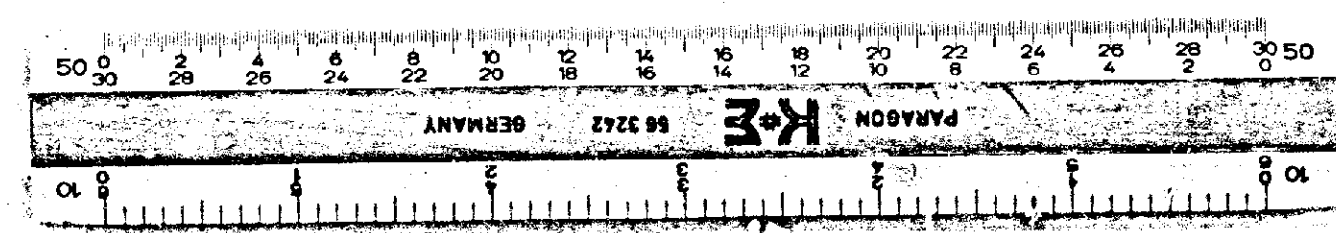
1. TOTAL AREA OF PLAT 1, SECTION II TWIN LAKES APARTMENTS OF WHICH THIS SITE IS INCLUDED = 23.14 ACRES
2. AREA OF SITE REQUESTING SPECIAL HEARING AND YARD VARIANCES = 1.8053 ACRES
3. EXISTING ZONING OF SITE "DR-16" WITH SPECIAL EXCEPTION FOR A SWIMMING POOL & COMMUNITY BUILDING (SEE PETITION N# 71-21-RX)
4. EXISTING TENNIS CLUB WAS ALSO GRANTED A REAR YARD VARIANCE OF 19' (11' SETBACK INSTEAD OF THE REQUIRED 30') & SIDE YARD VARIANCE OF 15' (10' SETBACK INSTEAD OF THE REQUIRED 25') & A FRONT YARD VARIANCE OF 30' (0' SETBACK INSTEAD OF THE REQUIRED 30') SEE PETITION N# 72-260-A
5. EXISTING USE OF SITE "TENNIS CLUB" FOR THE CEDARS RESIDENTIAL COMMUNITY
6. PROPOSED USE OF THE SITE "YMCA RECREATIONAL FACILITY"
7. UTILITIES EXIST AT THE SITE
8. SITE IS LOCATED IN THE SCOTTS LEVEL DRAINAGE AREA
9. OFF-STREET PARKING DATA:
 - A. NUMBER OF TENNIS COURTS TO REMAIN = 3 REQUIRING 9 PARKING SPACES (3/COURT)
 - B. NUMBER OF RACQUET BALL COURTS = 4 REQUIRING 12 PARKING SPACES (3/COURT)
 - C. GYMNASIUM, NATILIUS CENTER & LOBBY = 21,334 SQ. FT. REQUIRING 71.3 SPACES (72) (1 PD./300 SQ. FLOOR AREA)
 - D. TOTAL SPACES REQUIRED = 93 (SEE NOTE 12)
 - E. TOTAL SPACES EXISTING IMMEDIATELY ADJACENT TO THE TENNIS CLUB IS 69 OF WHICH THE CLUB HAS EXCLUSIVE CONTROL OF 42 SPACES. ALL OTHER PARKING & DRIVEWAYS ARE TO BE "USE IN COMMON" THROUGHOUT THE ENTIRE CEDARS COMMUNITY PER RECORDED AGREEMENT DATED OCTOBER 25, 1972 AND RECORDED E.H.N. JR. 5327-309
10. PETITIONER IS REQUESTING A VARIANCE TO SECTIONS 504, V.B.2, & TABLE 5-A OF THE ZONING REGULATIONS TO ALLOW A NEW SIDE YARD VARIANCE OF 20' (INSTEAD OF THE REQUIRED 25') FROM THE NEW LINE OF DIVISION OF THE PROPERTY.
11. PETITIONER IS REQUESTING A SPECIAL HEARING FOR THE ZONING COMMISSIONER TO MAKE A DETERMINATION & APPROVE THE TRANSFER OF THIS 1.8053 ACRES OF THE BUILDINGS & USE FROM THE PRESENT OWNERS TO A YMCA USE AS BEING IN COMPLIANCE WITH THE BALTIMORE COUNTY ZONING REGULATIONS PERTAINING TO THE SAME USE (SECTION 1 801.1C6 OF THE ZONING REGULATIONS - USES PERMITTED BY SPECIAL EXCEPTION COMMUNITY BUILDINGS, TENNIS FACILITIES & SIMILAR CIVIL, SOCIAL AND RECREATIONAL USES).
12. PETITIONER IS REQUESTING A VARIANCE TO SECTION 409.265 OF THE ZONING REGULATIONS TO ALLOW A TOTAL OF 42 PARKING SPACES INSTEAD OF THE REQUIRED 93 (A VARIANCE OF 51 SPACES)

* SITE WAS RECLASSIFIED UNDER THE COMPREHENSIVE ZONING PROCESS BY THE COUNTY COUNCIL UNDER ITEM N# 2-27. THE SITE WAS RECLASSIFIED FROM "DR-16" TO "R-0"

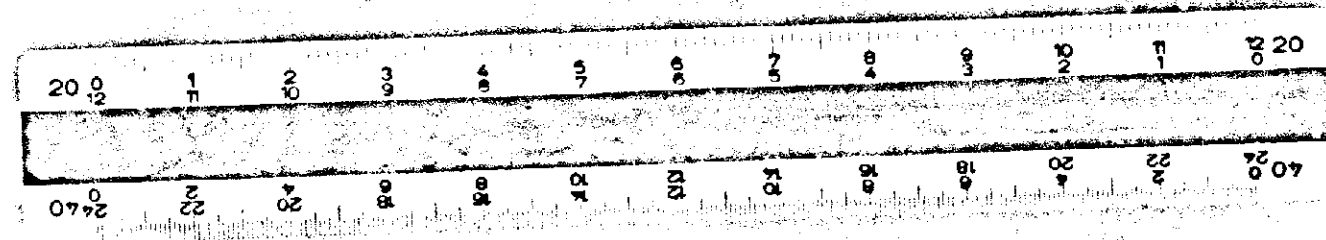
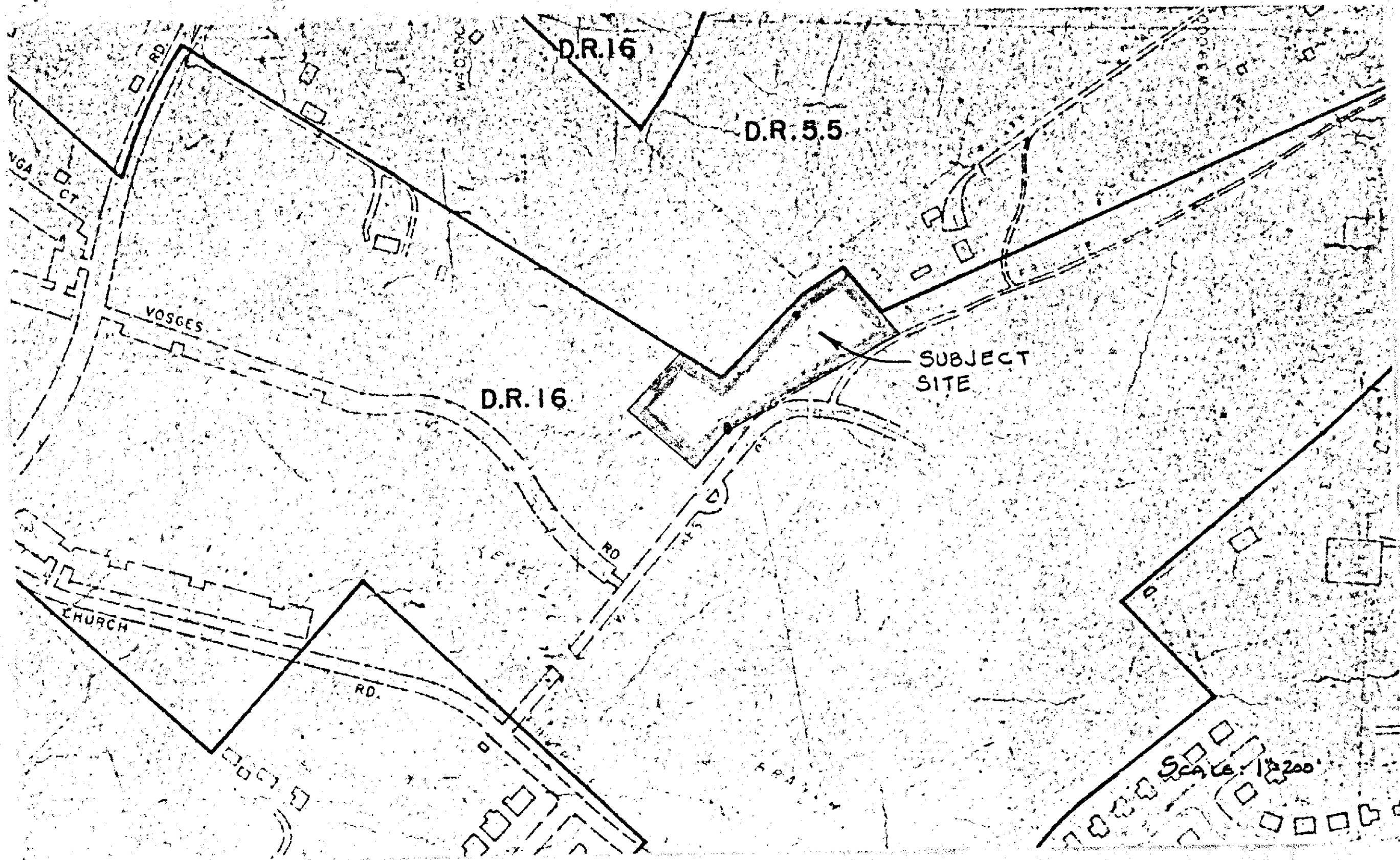
PETITIONER'S EXHIBIT 1

Δ CEDAR TOWERS PARKING DATA
 PLAT RECORDED O.T.G. 34-20 APRIL 22, 1970
 NUMBER OF APARTMENT UNITS APPROVED = 172
 REQUIRED PARKING = 172
 EXISTING PARKING = 187 (FIELD COUNT)

Handwritten: Item #205
 Revised plans
 5/24/85



Drawing JLB Check RLS Design RLS Check RYD	DATE 5-22-85 REVISIONS 1. ADDED THE CEDARS PARKING DATA 2. HANDICAPPED SPACES & NOTE ON ZONING 3. CHANGE	KIDDE CONSULTANTS, INC. ENGINEERS • ARCHITECTS • PLANNERS	PLAT TO ACCOMPANY PETITION FOR VARIANCES & SPECIAL HEARING THE CEDARS TENNIS CLUB VICINITY TWIN LAKES COURT AND CHURCH LANE BALTIMORE COUNTY, MARYLAND 2ND ELECTION DISTRICT	SHEET 1 OF 1 DATE JAN. 11, 1985 SCALE 1" = 50' JOB NUMBER 01-64129
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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:

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/would not result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will/will not adversely affect the health, safety, and general welfare of the community, the variance(s) should /should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this _____ day of _____, 19____, that the herein Petition for Variance(s) to permit

PETITIONS FOR SPECIAL HEARING AND VARIANCES

2nd Election District

LOCATION: 65 ft. Northwest of the centerline of Twin Lakes Court, 735 ft. Northeast of the centerline of Church Lane.

DATE AND TIME: Tuesday, May 28, 1985 at 10:00 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve the transfer of the buildings and use from the present owners to a YWCA use inclusive of Case No. 71-21-RX and Case No. 72-260-A as being in compliance with the Baltimore County Zoning Regulations pertaining to said use, and Variances to permit a minimum side yard setback of 5 ft. in lieu of the required 25 ft., a rear yard setback of 10.1 ft. in lieu of the required 30 ft. and a front yard setback of 0 ft. in lieu of the required 40 ft. and to permit 42 parking spaces in lieu of the required 93 spaces.

Being the property of Jerome S. Cardin, et al _____, as shown on plat plan filed with the Zoning Office.

In the event that these Petitions are granted, a building permit may be issued within the thirty (30) day appeal period. the Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD JABLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

DESCRIPTION

1.8053 ACRE PARCEL, TENNIS BARN AREA, TWIN LAKES
APARTMENTS, BALTIMORE COUNTY, MARYLAND.

Petition for Special Hearing, Parking and Yard Variance

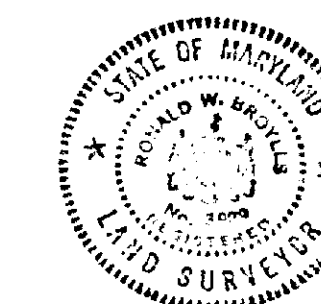
Beginning at the point on the northwest outline of the land as shown on the plat of "Section One, Twin Lakes Towers" said point being distant 65 feet, more or less, northwest from a point in the center of Twin Lakes Court as shown on said plat, said last mentioned point being distant 735 feet, more or less, as measured northeasterly along said center line of Twin Lakes Court, from the center of Church Lane, running thence binding on the outlines of the adjacent parcel for tennis barns, nine courses: (1) S 41° 20' 40" W 102.00 feet, (2) N 48° 39' 20" W 180.18 feet, (3) N 42° 41' 35" E 171.66 feet, (4) S 56° 44' 00" E 101.37 feet, (5) N 43° 19' 20" E 232.68 feet, (6) N 54° 42' 00" E 81.53 feet, (7) S 39° 09' 30" E 185.71 feet, (8) S 63° 30' 00" W 128.70 feet and (9) S 60° 33' 50" W 260.40 feet to the place of beginning.

Containing 1.8053 acres of land.

RWB:rjm

J.O. 1-84129

Jan. 15, 1985



321-5557

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
PETITION FOR VARIANCES : OF BALTIMORE COUNTY
65' NW of the Centerline of :
Twin Lakes Ct., 735' NE of :
the Centerline of Church :
Lane, 2nd District :
JEROME S. CARDIN, et al., : Case No. 85-335-SPHA
Petitioners :

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Rm. 223, Court House
Towson, MD 21204
494-2188

I HEREBY CERTIFY that on this 3rd day of May, 1985, a copy of the foregoing Entry of Appearance was mailed to James D. Laudeman, Jr., Esquire, Callahan, Calwell and Laudeman, 210 E. Redwood Street, Baltimore, MD 21202, Attorney for Petitioner; and Larry V. Alvey, President, The YMCA of the Greater Baltimore Area, 200 E. Lexington St., Suite 907, Baltimore, MD 21202, Contract Purchaser.

Peter Max Zimmerman
Peter Max Zimmerman

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON
ZONING COMMISSIONER

May 15, 1985

James D. Laudeman, Jr., Esquire
210 East Redwood Street
Baltimore, Maryland 21202

RE: Petitions for Special Hearing and Variance
Beg. 65' NW of c/l of Twin Lakes Court, 735' NE
of the c/l of Church Lane
Jerome S. Cardin, et al - Petitioners
Case No. 85-335-SPHA

Dear Mr. Laudeman:

This is to advise you that \$74.50 is due for advertising and posting of the above property.

This fee must be paid and our zoning sign and post returned on the day of the hearing before an Order is issued. Do not remove sign until day of hearing.

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

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 007416

DATE: 5/28/85 ACCOUNT: R-01-K15-000

AMOUNT: \$ 74.50

RECEIVED FROM: Callahan, Calwell & Laudeman

FOR: Advertising and Posting Case 85-335-SPHA

B 8031*****7450**2246

VALIDATION OR SIGNATURE OF CASHIER

Case No. 85-335-SPHA

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
22nd day of April, 1985.

Petitioner Jerome S. Cardin, et al
Petitioner's Attorney James D. Laudeman, Jr., Esquire

cc: Kidde Consultants, Inc.

Arnold Jablon
ARNOLD JABLON
Zoning Commissioner
Received by *Nicholas B. Commodari*
Nicholas B. Commodari
Chairman, Zoning Plans
Advisory Committee

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

May 17, 1985

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

cc: Nicholas B. Commodari
Chairman

MEMBERS
Bureau of
Engineering
Department of
Traffic Engineering
State Roads Commission
Bureau of
File Revision
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial
Development

James D. Laudeman, Jr., Esquire
210 E. Redwood Street
Baltimore, Maryland 21202

RE: Item No. 209 - Case No. 85-335-SPHA
Petitioners - Jerome S. Cardin, et al
Special Hearing & Variance Petitions

Dear Mr. Laudeman:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above-referenced petition. The following 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 suitability of the requested zoning.

In view of your clients' proposal to sell the subject property to the YMCA, this combination hearing is required.

As you are aware, this site was part of a larger tract of land that was the subject of two (2) previous zoning hearings (Cases No. 71-21-RX and 72-260-A). A review of these files indicates that part of the area encompassing the existing tennis barns was not included in the original Special Exception. However, this area is shown on the plan that was approved and is included in the latter case file. This matter, as well as location of the parking for the existing facility, should be considered at the scheduled hearing.

In accordance with your office's request, this petition was scheduled with the understanding that the enclosed comments would be addressed at the hearing. In addition, it should be noted that this site is now zoned R-O. (Residential-Office).

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing schedule, accordingly.

Very truly yours,

Nicholas B. Commodari, Inc.
NICHOLAS B. COMMODARI
Chairman, Zoning Plans Advisory Committee

NBC:nc
Enclosures
cc: Kidde Consultants, Inc.
1020 Cromwell Bridge Road, Towson, Md. 21204

JUN 20 1985



HARRY J. PISTEL, P.E.
DIRECTOR

March 19, 1985

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #209 (1984-1985)
Property Owner: Jerome S. Cardin, et al
N/W/S Twin Lakes Ct. 735' N/E from centerline
Church Lane
Acres: 1.8053
District: 2nd

Dear Mr. Jablon:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General Comments:

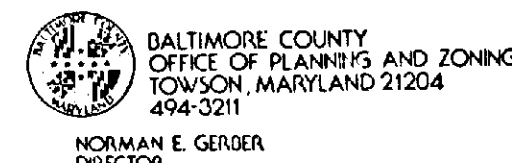
As no public facilities are involved, this office has no comment.

Very truly yours,

James A. Markle
JAMES A. MARKLE, P.E., Chief
Bureau of Public Services

JAM:RAM:REC:SS

cc: File



Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Zoning Advisory Meeting of 4/5/85
Item #209
Property Owner: Jerome S. Cardin, et al
N/W/S Twin Lakes Ct.,
N/E of Church Lane

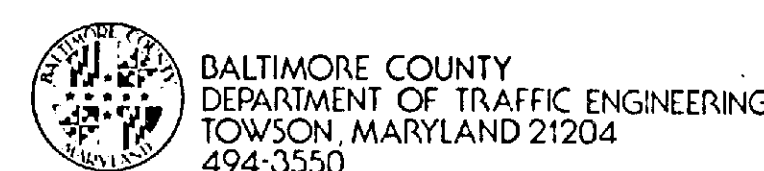
Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are applicable.

- () There are no site planning factors requiring comment.
- () A County Review Group Meeting is required.
- () A County Review Group meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- () This site is part of a larger tract. Therefore it is defined as a subdivision. The plan must show the entire tract.
- () A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The parking arrangement is not satisfactory.
- () Parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-38 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on 1/17/85.
- () Landscaping: Must comply with Baltimore County Landscape Manual.
- () The property is located in a deficient service area as defined by 811 17b-75. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is
- () The property is located in a traffic area controlled by a "T" level intersection as defined by 811 17b-75, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.
- (X) Additional comments:
Parking calculations for the proposed building are shown on the plan. The proposed building is a 10,000 sq. ft. building. The parking calculations are based on the Baltimore County Code. The parking calculations are shown on the plan.

cc: James Hoswell

Eugene A. Sober
Chief, Current Planning and Development



STEPHEN E. COLLINS
DIRECTOR

February 28, 1985

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Item No. 209 -ZAC Meeting of February 5, 1985
Property Owner: Jerome S. Cardin, et al
Location: NW/S Twin Lakes Ct. 735' N/E from c/l Church Lane
Existing Zoning: D.R.16
Proposed Zoning: Special Hearing for the transfer of the buildings and use from the present owners to a YMCA use inclusive of 71-21 RX and 72-260 A as being in compliance with the BCZR. Variance to allow side yard setback of 20' in lieu of the required 25' and to permit 42 parking spaces in lieu of the required 51 spaces.

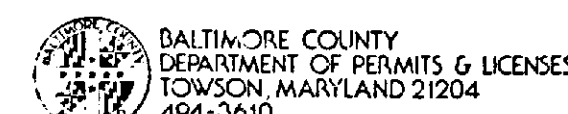
Acres: 1.8053
District: 2nd

Dear Mr. Jablon:

The requested variance to the parking can be expected to cause parking problems.

Michael S. Flanagan
Michael S. Flanagan
Traffic Engineering Assoc. II

MSF/cem



TED ZALESKI, JR.
DIRECTOR

February 26, 1985

Mr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. Jablon:

Comments on Item # 209 Zoning Advisory Committee Meeting are as follows:

Property Owner: Jerome S. Cardin, et al
Location: NW/S Twin Lakes Ct. 735' N/E from c/l Church Lane
Existing Zoning: D.R. 16
Proposed Zoning: Special hearing for the transfer of the buildings and use from the present owners to a YMCA use inclusive of 71-21 RX and 72-260A as being in compliance with the BCZR. Etc.

Acres: 1.8053
District: 2nd.

The items checked below are applicable:

- (X) All structures shall conform to the Baltimore County Building Code 1981/Council Bill 1-82 State of Maryland Code for the Building and Code, and other applicable Codes.
- () A building permit shall be required before beginning construction.
- () Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is/are not required. Non-reproduced seals and signatures are required on Plans and Technical Data.
- () Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.
- () An exterior wall erected within 6'0" for Commercial uses or 3'0" for One & Two Family use group of an adjacent lot line shall be of one hour fire resistive construction, no openings permitted within 3'0" of lot line. A firewall is required if construction is on the lot line, see Table 401, line 2, Section 1107 and Table 1102, also Section 503.2.

Special Note: Requested variance appears to conflict with the Baltimore County Building Code, Section 503.2, unless the structures can be shown to comply by other means.

() A change of occupancy shall be applied for, along with an alteration permit application, and three required sets of drawings indicating how the structure will meet the Code requirements for the proposed change. Drawings may require a professional seal.

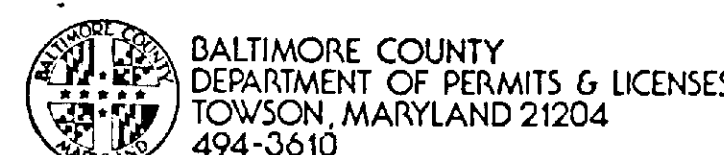
() Before this office can comment on the above structure, please have the owner, then the services of a Registered in Maryland Architect or Engineer certify to this office, that, the structure for which a proposed change in use is proposed can comply with the height/area requirements of Table 505 and the required construction classification of Table 401.

() Comments - PLEASE ADVISE: It is assumed the lines shown are to be property lines. If so, the structure could be put into violation of Section 503.2 and Article 800.0. See Section 811.0.

NOTE: These comments reflect only on the information provided by the drawings submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired, additional information may be obtained by visiting Room 122 (Plans Review) at 111 W. Chesapeake Ave., Towson.

Very truly yours,

Charles E. Burnham
Charles E. Burnham, Chief
Plans Review



TED ZALESKI, JR.
DIRECTOR

March 12, 1985

M's. Valerie Lithotomos
Callahan, Colwell, Laudeman
210 E. Redwood Street
Baltimore, Maryland 21202

RE: Item #209 Zoning
Property Location - NW/S
Twinlakes Court 735' N/E
from C/L Church Lane

Dear M's Lithotomos:

Per your telephone request of 3/12/85 this letter pertaining to Item #209 on the Zoning Advisory Schedule will confirm my advice to you to acquire a registered in Maryland Architect or Engineer to resolve the possible exit discharge problems and confirmation that the fire separation setbacks created by interior lot lines which establishes a separate property do not violate the Code requirements of Section 103.2, Table 401, Section 501., Sections 505, 506, Table 505. For exit discharge see Sections 807.2.1, Section 800.1. Also see definition of Public Way and Lot Line, Street located in Article 2 of the 1981 B.O.C.A. Code. The object of this request is to confirm the existing structures exit discharge will not be obstructed and the fire separations between the exterior walls and the interior lot lines are no less than when the structure was originally built. Also, that Fire Department access to the structure and the property surrounding the structure for fire fighting purposes is properly maintained.

If I can be of assistance involving the Code please call me.

Sincerely yours,

Charles E. Burnham
Charles E. Burnham, Chief
Building Plans Review

CEB/vw

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner

Date: MAY 7, 1985

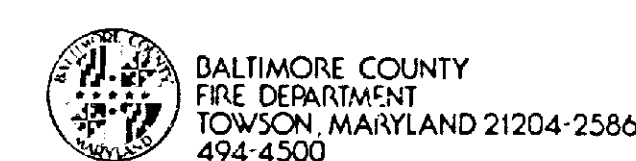
Norman E. Gerber, Director
FROM: Office of Planning & Zoning

SUBJECT: Zoning Petition No. 83-335-SPHA

Assuming compliance with the comments of the Division of Current Planning and Development's representative to the Zoning Plans Advisory Committee, this office is not opposed to the granting of the subject request.

Norman E. Gerber
Norman E. Gerber, Director
Office of Planning & Zoning

NEG:JGH:slm



PAUL H. RENCKE
CHIEF

February 11, 1985

Mr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, MD 21204

Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Jerome S. Cardin, et al

Location: NW/S Twin Lakes Ct. 735' N/E from c/l Church Lane

Item No.: 209 Zoning Agenda: Meeting of 2/5/85

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 _____ EXCEEDS the maximum allowed by the Fire Department.
- () 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- () 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 "Life Safety Code", 1976 Edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- (X) 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED: *Ray W. Kemmer*
Noted and Approved: Ray W. Kemmer
Planning Group
Special Inspection Division
Fire Prevention Bureau

/mb

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

KOP Ex 2

1020 Cornwell Bridge Road
Baltimore, Maryland 21204
(301) 321-5500

Direct Dial Number
321-5557

May 8, 1985

Callahan, Calwell & Laudeman
210 E. Redwood St.
Baltimore, Maryland 21202

Attn: Ms. Valerie J. Lithotomos

Dear Ms. Lithotomos:

Subject: Twin Lakes Tennis Barn
KCI Job Order No.: 1-84129

In response to the request of Mr. Nick Commodari of the Baltimore County Office of Zoning, we have researched our old files and have conducted a field count of the Twin Lakes Towers. The project was originally approved for 172 apartment units in 1969. When this site was approved, the parking requirement was based upon one (1) space per rental unit, thusly 172 parking spaces were required.

Our recent parking count of the parking areas immediately to the west of the building (on the east side of Twin Lake Court) and the large parking area to the south of the building gave us a total of approximately 187 spaces. This is approximate in that there are generally no painted lines to distinguish the parking bays or the driving lanes and the parking areas are generally in a poor condition.

The count was conducted on a Sunday morning at approximately 11:00 A.M. when it was expected that most of the residents would still be in their units. The south parking area was approximately half full while the spaces in front of the building were full. It is also quite obvious that the residents are parking in the area on the west side of Twin Lakes Court adjacent to the tennis barn for the convenience of being close to the main entrance of the Towers.

CONSULTING ENGINEERS

JUN 20 1985