

PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a 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 _____

An amendment to the site plan in Case No. 84-178-SPH and Case No. 82-50-XA to allow a change to the layout of the proposed trailer park and to amend the restrictions applicable to the latter case, and to determine if the existing dwelling can be sold as a separate property and thereby reduce the area of the original Property is to be posted and advertised as prescribed by Zoning Regulations.

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

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:

(Type or Print Name)

Signature

Address

City and State

Attorney for Petitioner:

(Type or Print Name)

Signature

Address

City and State

Attorney's Telephone No.: 995-1814

Legal Owner(s):

Acquest National Corp. of N.A.

(Type or Print Name)

Signature

Address

City and State

Signature

CASE MEADOWRIDGE RD. 796-2388

Address

City and State

Signature

WILLIAM A. GREEN

Name, address and phone number of legal owner, contract purchaser or representative to be contacted

WILLIAM A. GREEN

Address

Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 7th day of May, 1985, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 12th day of June, 1985, at 11:30 o'clock

Cell John
Zoning Commissioner of Baltimore County.

(over)

AMENDED PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a 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 _____

An amendment to the site plan in Case No. 84-178-SPH and Case No. 82-50-XA to allow a change to the layout of the proposed trailer park and to amend the restrictions applicable to the latter case.

Property is to be posted and advertised as prescribed by Zoning Regulations.

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

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:

(Type or Print Name)

Signature

Address

City and State

Attorney for Petitioner:

Stephen J. Nolan, Nolan, Plumhoff & Williams, Chartered

(Type or Print Name)

Signature

Address

City and State

Attorney's Telephone No.: 301-823-7800

Legal Owner(s):

Jonas Krook Corporation

(Type or Print Name)

Signature

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City and State

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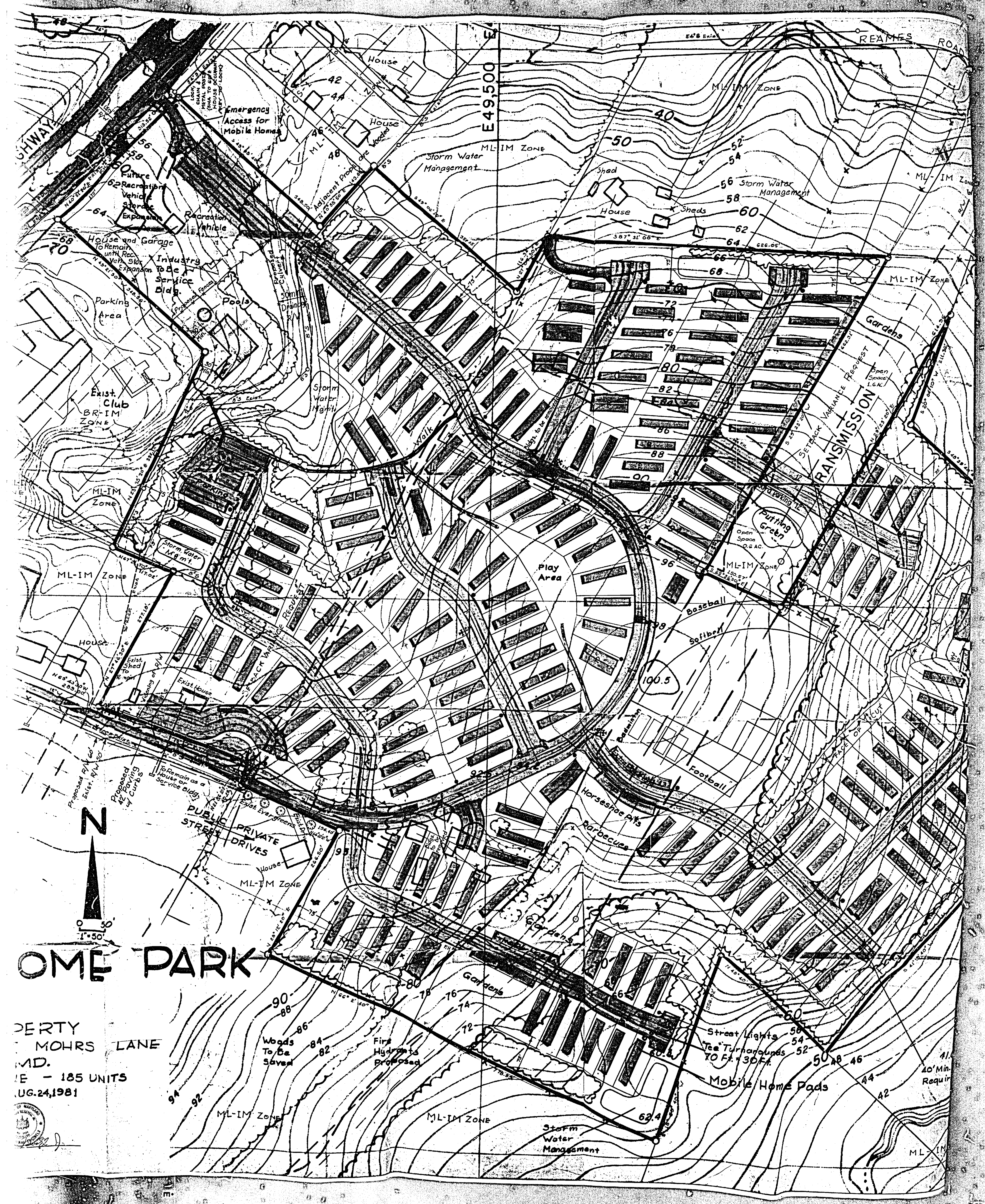
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Address

City and State

Signature

Address



Therefore, the development of this Mobile Home Park will fall within the aforementioned definition of Industrial Development, which, according to the definition of Development, includes a Subdivision.

The definition of Mobile Home Park only deals with the use of the land as it is planned and equipped for residential trailers. The meaning in common parlance of a mobile home park certainly does connote rental property, but the legal definition does not address the issue of sale or rental. And that is rightly so because zoning law "is concerned with use of property not with ownership thereof nor with the purpose of the owner or occupant." City of Baltimore v Poe 224 Md 428, 168 A.2d 193, 195 (1961). The development of this Mobile Home Park will be a Subdivision regardless of whether the lots are for sale or for rent, and since the ownership of the property or any part thereof is immaterial, there is really nothing which prevents or mandates a sale of the individual lots.

The zoning regulations which do address Trailers and Trailer Parks are sections 414 and 415. Section 415.1 allows the residential use of a Trailer in an approved Trailer Park where permitted by Special Exception. Here, there is a Trailer Park already permitted as a Special Exception pursuant to plans already approved (although an amendment to the approved plan is being requested). Section 414 delineates the requirements for the residential lots in a Mobile Home Park. These requirements are met by the amended plan as submitted.

The requirements for residences in a DR zone are for dwellings in a residentially zoned parcel. Obviously, this parcel is not residentially zoned and a trailer, by Commission interpretation, is not a dwelling. In support of that, reference is made to another Special Exception case (Anna W. Hubers, Case NO. 84-111-X). The question in that case was whether the property was located in a transitional area and therefore required buffering of 300' from any dwelling. As Exhibit C of that case indicated, buffering was necessary and provided for from a dwelling house, but not from a residential trailer. The reasoning, as explained to the writer by the staff of the Baltimore County Zoning Office, was that there had been an interpretation that the residential trailer was not a dwelling.

In conclusion, if the zoning requirements of Section 414 are met, a Mobile Home Park as a Special Exception would be an appropriate development of this MH zoned land. Accordingly, that development could be a Subdivision for the sale or rental of lots. The fact that there eventually will be different owners of distinct lots does not effect the use of the property nor does the definition of Trailer distinguish those trailers from which, the mobility features have been removed. Therefore, since it is the use, not the ownership, of this land which is addressed in the zoning regulations, it is suggested to this Commission that the subdivision and sale of individual lots in a Mobile Home Park is permissible under the

Baltimore County Code and the Baltimore County Zoning Regulations.

Respectfully submitted,

David M. Lyon, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on 3 day of July, 1985, a copy of the foregoing Memorandum was mailed postage prepaid, to Phyllis Cole Friedman and Peter Max Zimmerman of Peoples Council for Baltimore City, Room 223, Courthouse, Towson, Maryland 21204

David M. Lyon

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on 3 day of July, 1985, a copy of the foregoing Memorandum was mailed postage prepaid, to Sandra Gephhardt at 1313 Mohrs Lane, Baltimore, Maryland 21228, Martin Bogdan at 12153 Buttonwood Lane, Baltimore, Maryland and Edward E. Lipinski, Jr. at 8210 Harford Road, Baltimore, Maryland 21234.

David M. Lyon

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do so will prevent this card from being returned to you. The return address is the address of the person to whom the card is delivered. For additional service to the addressee, check the appropriate box(es) for service requested.
1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.
3. Article Addressed to:
Sue Gephhardt
1313 Mohrs Lane
Baltimore, MD 21228
4. Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail
5. Always obtain signature of addressee at agent and DATE DELIVERED.
6. Signature - Addressee
Sue Gephhardt
7. Date of Delivery
7/16/85
8. Addressee's Address (ONLY if requested and for full service)
Same as #3 above

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do so will prevent this card from being returned to you. The return address is the address of the person to whom the card is delivered. For additional service to the addressee, check the appropriate box(es) for service requested.
1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.
3. Article Addressed to:
Edward E. Lipinski, Jr.
8210 Harford Rd.
Baltimore, MD 21234
4. Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail
5. Always obtain signature of addressee at agent and DATE DELIVERED.
6. Signature - Addressee
Edward E. Lipinski, Jr.
7. Date of Delivery
7/16/85
8. Addressee's Address (ONLY if requested and for full service)
Same as #3 above

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do so will prevent this card from being returned to you. The return address is the address of the person to whom the card is delivered. For additional service to the addressee, check the appropriate box(es) for service requested.
1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.
3. Article Addressed to:
J. Michael McLaughlin, Jr., Esq.
307 W. Allegheys Ave.
Towson, MD 21204
4. Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail
5. Always obtain signature of addressee at agent and DATE DELIVERED.
6. Signature - Addressee
J. Michael McLaughlin, Jr.
7. Date of Delivery
7/16/85
8. Addressee's Address (ONLY if requested and for full service)
307 W. Allegheys Ave. (21204)

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do so will prevent this card from being returned to you. The return address is the address of the person to whom the card is delivered. For additional service to the addressee, check the appropriate box(es) for service requested.
1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.
3. Article Addressed to:
Phyllis Cole Friedman
Peoples Council
Room 223
Towson, MD 21204
4. Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail
5. Always obtain signature of addressee at agent and DATE DELIVERED.
6. Signature - Addressee
Phyllis Cole Friedman
7. Date of Delivery
7/16/85
8. Addressee's Address (ONLY if requested and for full service)
Same as #3 above

DEED - FREE SIMPLE - CORPORATE GRANTOR - LONG FORM

Geifman & Geifman, P.A.
OAKLAND RIDGE PROFESSIONAL BLDG.
9123 OLD ANNAPOLIS RD. (RT. 108)
COLUMBIA, MARYLAND 21045
935-1824

This Deed, MADE THIS 26th day of June
in the year one thousand nine hundred and eighty-six by and between
ACQUEST NATIONAL CORPORATION OF NORTH AMERICA, a Maryland corporation,
of the first part, and
BONNIE BROOK CORPORATION, a Maryland corporation, party
of the second part.

WITNESSETH, That in consideration of the sum of NO MONETARY CONSIDERATION,
said being the actual consideration

the said party of the first part

does grant and convey to the said party of the second part, its

personal representatives, heirs, successors and assigns, in fee simple, all that

lot of ground situate in Baltimore County, Maryland

and described as follows, that is to say:

(SEE DESCRIPTION ATTACHED HERETO)

William A. Green, President of Acquest National Corporation of North America, is also President of Bonnie Brook Corporation and in each corporation is the sole stockholder.

William A. Green, President of Acquest National Corporation of North America states that the within transfer does not represent a transfer of substantially all of the assets of the corporation.

The within transfer is subject to the following:

(a) Purchase Money Deed of Trust dated February 15, 1985 by and between Acquest National Corporation of North America, a Maryland corporation, and Louis DiPasquale, Jr. and Mary DiPasquale, his wife, recorded among the Land Records of Baltimore County at Liber 6872, folio 266; same being subordinated per Subordination Agreement dated February 15, 1985 by and between Louis DiPasquale and Mary DiPasquale, his wife, and Union Trust Company of Maryland, a Maryland banking corporation, and Acquest National Corporation of North America, a Maryland corporation, recorded among the Land Records of Baltimore County at Liber 6872, folio 288.

(b) Deed of Trust dated February 15, 1985 by and between Acquest National Corporation of North America, a Maryland corporation, and Gordon DeGeorge and Thomas M. Scott, III, Trustees for the benefit of Union Trust Company of Maryland, a Maryland banking corporation, recorded among the Land Records of Baltimore County at Liber 6872, folio 272.

Mail to: Geifman & Geifman
Address: 9123 Old Annapolis Rd.
Columbia, Md. 21045

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
BALTIMORE COUNTY
DATE: 7-1-86
SIGNATURE: [Signature]

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot of ground and premises to the said party of the second part, its

and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

WITNESS the name and corporate seal of said body corporate and the signature of

WILLIAM A. GREEN the President thereof.

Attest: ACQUEST NATIONAL CORPORATION OF NORTH AMERICA

Witness: Secretary: WILLIAM A. GREEN, President

STATE OF MARYLAND

COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, That on this 26th day of June, 1985, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

WILLIAM A. GREEN who acknowledged himself to be the President of ACQUEST NATIONAL CORPORATION OF NORTH AMERICA, a corporation, and that he as such President

being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such President

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

My Commission expires: 7/1/86

Notary Public: [Signature]

BEGINNING FOR THE SAME at a point at the end of the 5th or South 48 degrees 39 minutes 40 seconds East 649.80 foot line of the first parcel of land which by deed dated September 20, 1967 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4806, folio 186, was conveyed by The Maryland Title Guarantee Company to John G. Kelbaugh and Dorothy W. Kelbaugh, his wife, running thence and binding on the 6th and 7th lines of the first parcel in the above mentioned deed, South 41 degrees 19 minutes 40 seconds West 942.08 feet and North 48 degrees 40 minutes 40 seconds West 255.26 feet to intersect the 1st or South 18 degrees 59 minutes 40 seconds West 974.12 foot line of the land which by deed dated June 12, 1968 and recorded among the Land Records of Baltimore County prior hereto, was conveyed by Julius Yanuk and wife to J.G.K. Straw Corporation, at the distance of 356.92 feet from the end of said 1st line, running thence and binding on a part of the 1st and all of the 2nd, 3rd, 4th and 5th lines of the last mentioned deed the five following courses and distances: (1) South 18 degrees 59 minutes 40 seconds West 356.92 feet; (2) North 66 degrees 02 minutes 40 seconds West 778.99 feet; (3) North 28 degrees 12 minutes 20 seconds East 266.50 feet; (4) North 66 degrees 10 minutes 10 seconds West 196.40 feet; (5) North 21 degrees 56 minutes 10 seconds East 40.28 feet, to a point on the north side of Mohrs Lane at the beginning of the parcel of land which by deed dated June 12, 1968 and recorded among the Land Records of Baltimore County prior hereto was conveyed by Josephine Wladkowski, widow, to J. G. K. Straw Corporation, running thence on the north side of Mohrs Lane and binding on the 1st line in the last mentioned deed, North 69 degrees 43 minutes 30 seconds West 89.00 feet, thence continuing the same course and still running on the north side of Mohrs Lane and binding reversely on the 1st or South 61 degrees 55 minutes 40 seconds East 100 foot line of the land which by deed dated May 11, 1959 and recorded among the Land Records of Baltimore County in Liber W.J.R. 3525, folio 598, was conveyed by Josephine Wladkowski, widow, to John William Colflesh and wife, (to be conveyed to John G. Kelbaugh and wife by a deed intended to be recorded prior hereto) North 69 degrees 43 minutes 30 seconds West 100.00 feet, thence continuing the same course and still running on the north side of Mohrs Lane and binding on the 5th line of the land in the aforesaid deed, Wladkowski to Kelbaugh, North 69 degrees 43 minutes 30 seconds West 100.00 feet, thence leaving Mohrs Lane and binding on the 6th, 7th and 8th lines in the aforesaid deed, Wladkowski to Kelbaugh, the three following courses and distances: North 27 degrees 46 minutes 30 seconds East 277.10 feet; (2) North 67 degrees 22 minutes 58 seconds West 117.02 feet; (3) North 23 degrees 35 minutes 20 seconds East 392.12 feet to the beginning of the 3rd or North 42 degrees 29 minutes 10 seconds West 348.56 foot line of the land which by deed dated April 19, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. 4132, folio 44, was conveyed by George W. Hagert and wife to John G. Kelbaugh and wife, running thence and binding on the 3rd line in the last mentioned deed with the bearing referred to the meridian used for this entire description, North 49 degrees 21 minutes 30 seconds West 348.56 feet to the southeast side of Pulaski Highway running thence on the southeast side of Pulaski Highway and binding on the 4th line of the last mentioned deed, North 40 degrees 51 minutes 20 seconds East 313.52 feet, thence leaving Pulaski Highway and binding on the 1st line in the last mentioned deed, South 49 degrees 08 minutes 10 seconds East 348.50 feet to intersect the 9th line of the aforesaid deed, Wladkowski to Kelbaugh, at the distance of 143.88 feet from the end of said 9th line, running thence and binding on a part of the 9th and all of the 10th lines in the aforesaid deed, Wladkowski to Kelbaugh, North 40 degrees 58 minutes 50 seconds East 143.88 feet and South 49 degrees 08

BEGINNING FOR THE SAME at a point at the end of the 5th or South 48 degrees 39 minutes 40 seconds East 649.80 foot line of the first parcel of land which by deed dated September 20, 1967 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4806, folio 186, was conveyed by The Maryland Title Guarantee Company to John G. Kelbaugh and Dorothy W. Kelbaugh, his wife, running thence and binding on the 6th and 7th lines of the first parcel in the above mentioned deed, South 41 degrees 19 minutes 40 seconds West 942.08 feet and North 48 degrees 40 minutes 40 seconds West 255.26 feet to intersect the 1st or South 18 degrees 59 minutes 40 seconds West 974.12 foot line of the land which by deed dated June 12, 1968 and recorded among the Land Records of Baltimore County prior hereto, was conveyed by Julius Yanuk and wife to J.G.K. Straw Corporation, at the distance of 356.92 feet from the end of said 1st line, running thence and binding on a part of the 1st and all of the 2nd, 3rd, 4th and 5th lines of the last mentioned deed the five following courses and distances: (1) South 18 degrees 59 minutes 40 seconds West 356.92 feet; (2) North 66 degrees 02 minutes 40 seconds West 778.99 feet; (3) North 28 degrees 12 minutes 20 seconds East 266.50 feet; (4) North 66 degrees 10 minutes 10 seconds West 196.40 feet; (5) North 21 degrees 56 minutes 10 seconds East 40.28 feet, to a point on the north side of Mohrs Lane at the beginning of the parcel of land which by deed dated June 12, 1968 and recorded among the Land Records of Baltimore County prior hereto was conveyed by Josephine Wladkowski, widow, to J. G. K. Straw Corporation, running thence on the north side of Mohrs Lane and binding on the 1st line in the last mentioned deed, North 69 degrees 43 minutes 30 seconds West 89.00 feet, thence continuing the same course and still running on the north side of Mohrs Lane and binding reversely on the 1st or South 61 degrees 55 minutes 40 seconds East 100 foot line of the land which by deed dated May 11, 1959 and recorded among the Land Records of Baltimore County in Liber W.J.R. 3525, folio 598, was conveyed by Josephine Wladkowski, widow, to John William Colflesh and wife, (to be conveyed to John G. Kelbaugh and wife by a deed intended to be recorded prior hereto) North 69 degrees 43 minutes 30 seconds West 100.00 feet, thence continuing the same course and still running on the north side of Mohrs Lane and binding on the 5th line of the land in the aforesaid deed, Wladkowski to Kelbaugh, North 69 degrees 43 minutes 30 seconds West 100.00 feet, thence leaving Mohrs Lane and binding on the 6th, 7th and 8th lines in the aforesaid deed, Wladkowski to Kelbaugh, the three following courses and distances: North 27 degrees 46 minutes 30 seconds East 277.10 feet; (2) North 67 degrees 22 minutes 58 seconds West 117.02 feet; (3) North 23 degrees 35 minutes 20 seconds East 392.12 feet to the beginning of the 3rd or North 42 degrees 29 minutes 10 seconds West 348.56 foot line of the land which by deed dated April 19, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. 4132, folio 44, was conveyed by George W. Hagert and wife to John G. Kelbaugh and wife, running thence and binding on the 3rd line in the last mentioned deed with the bearing referred to the meridian used for this entire description, North 49 degrees 21 minutes 30 seconds West 348.56 feet to the southeast side of Pulaski Highway running thence on the southeast side of Pulaski Highway and binding on the 4th line of the last mentioned deed, North 40 degrees 51 minutes 20 seconds East 313.52 feet, thence leaving Pulaski Highway and binding on the 1st line in the last mentioned deed, South 49 degrees 08 minutes 10 seconds East 348.50 feet to intersect the 9th line of the aforesaid deed, Wladkowski to Kelbaugh, at the distance of 143.88 feet from the end of said 9th line, running thence and binding on a part of the 9th and all of the 10th lines in the aforesaid deed, Wladkowski to Kelbaugh, North 40 degrees 58 minutes 50 seconds East 143.88 feet and South 49 degrees 08

minutes 10 seconds East 352.35 feet to intersect the 4th or North 27 degrees 07 minutes 50 seconds East 426.69 foot line of the second parcel of land in the aforesaid deed, The Maryland Title Guarantee Company to John G. Kelbaugh, at the distance of 116.34 feet from the end of said 4th line, running thence and binding on a part of the 4th and all of the 1st and 2nd lines of the second parcel in the last mentioned deed, the three following courses and distances: (1) North 27 degrees 07 minutes 50 seconds East 116.34 feet; (2) South 27 degrees 31 minutes 00 seconds East 626.05 feet; thence along the northwest side of the Susquehanna Transmission Company Right of Way (3) South 29 degrees 23 minutes 20 seconds West 662.31 feet to intersect the last or South 65 degrees 36 minutes 30 seconds East 808.50 foot line of the aforesaid deed, Yanuk to Kelbaugh, at the distance of 543.53 feet from the beginning of said last line, running thence on a part of said last line and crossing the aforesaid transmission line Right of Way, South 65 degrees 36 minutes 30 seconds East 150.57 feet to the end of the second or North 65 degrees 36 minutes 30 seconds West 114.40 foot line of the first parcel of land in the aforesaid deed, Maryland Title Company to John G. Kelbaugh running thence and binding on the 3rd, 4th and 5th lines of the first parcel of land in the aforesaid deed, Maryland Title Company to John G. Kelbaugh, the three following courses and distances: (1) along the southeast side of the aforesaid transmission line Right of Way North 29 degrees 23 minutes 20 seconds East 614.96 feet, thence leaving the said Right of Way; (2) South 20 degrees 04 minutes 10 seconds West 211.36 feet; (3) South 48 degrees 39 minutes 40 seconds East 649.80 feet to the place of beginning.

CONTAINING 47.935 acres of land, more or less.

BEING that same lot of ground which by Deed dated July 10, 1969 and recorded among the Land Records of Baltimore County at Liber 5015, Folio 359, was granted and conveyed in fee simple by John P. O'Ferrall and Jerry Glassman, Trustees, unto the within Grantors.

SUBJECT to Restrictions, Easements and Rights of Way of record.

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "PETITION TO" space on the reverse side. Failure to do this will result in the petition being returned to you. The return receipt fee will apply. **Article 2:** For additional fees and the return receipt fee, contact the County Commissioner for fees and check books (for service) - requested.

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

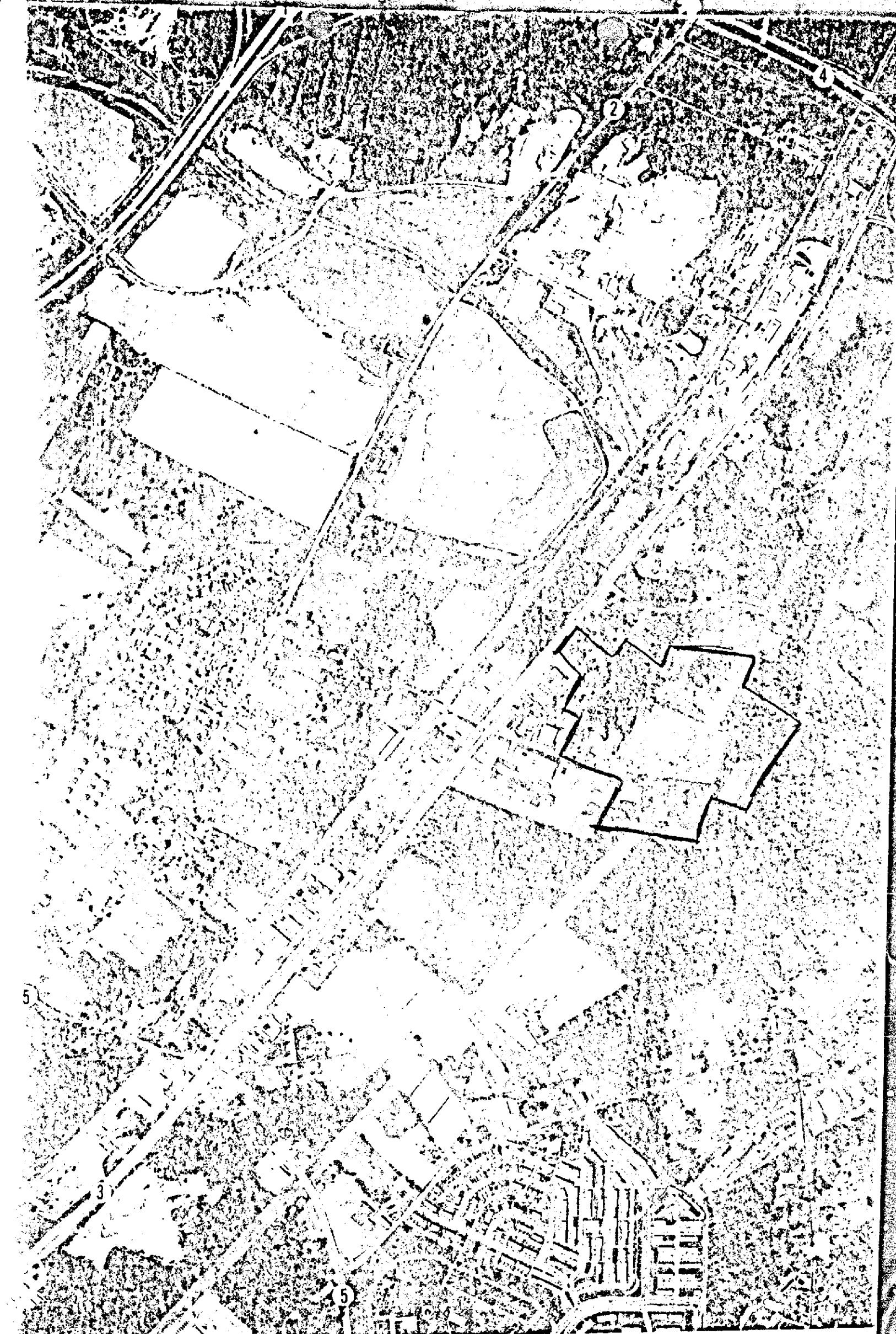
3. Article Addressed to:
Mrs. Sandra G. Hight
1511 Mohr's Lane
Baltimore, MD. 21220

4. Type of Service: ☐ Registered ☐ Certified ☐ Express Mail
Article Number: PD3423091

Always obtain signature of addressee at right and DATE DELIVERED.

5. Signature - Addressee
X
Signature: *Sandra G. Hight*
Date: *7/16/85*

6. Addressee's Address (ONLY if requested and fee paid)
Same as 4's above



PETITIONER'S EXHIBIT 9

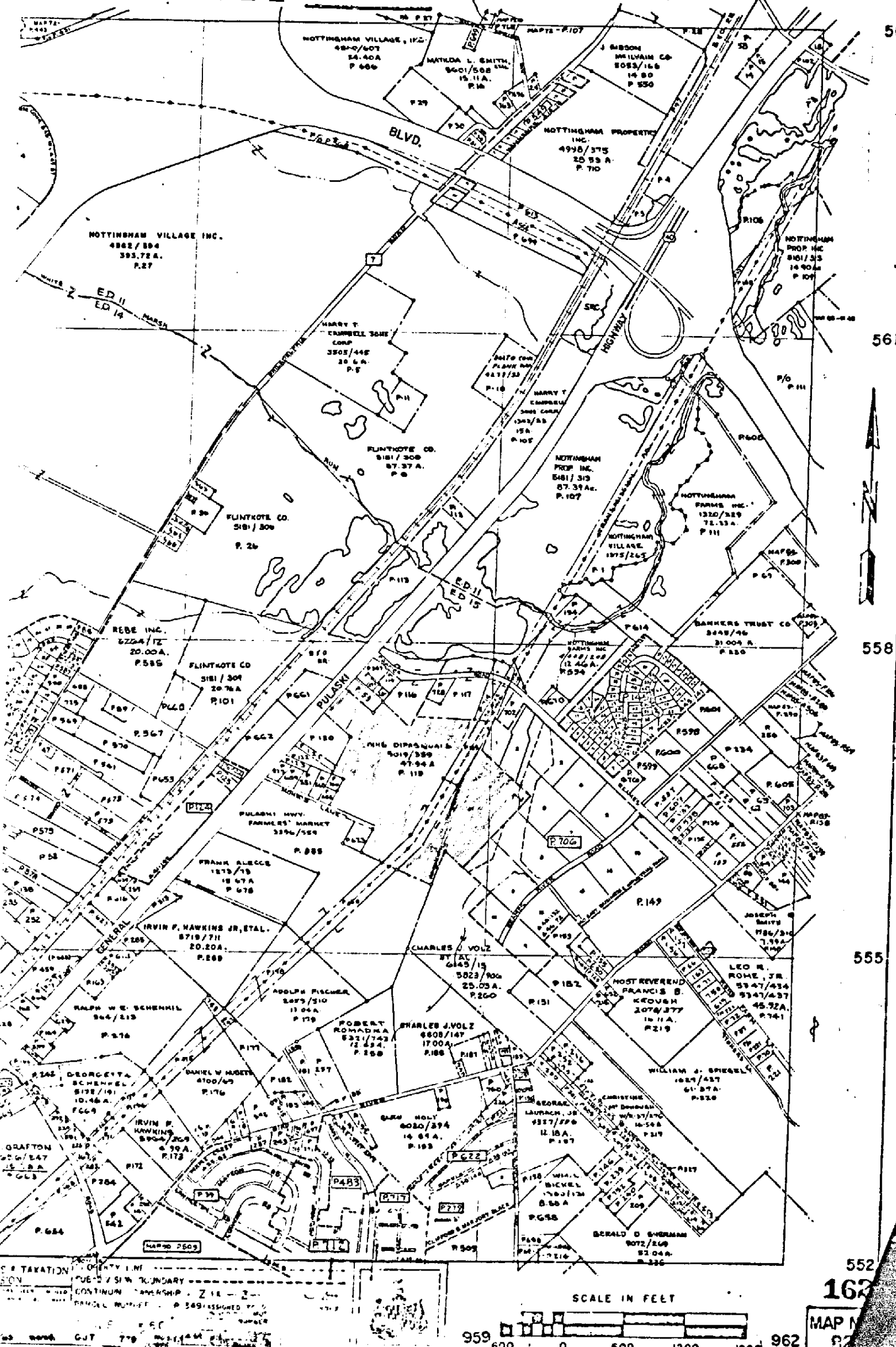
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PETITIONER'S EXHIBIT 10



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MAP
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LEONARD S. HOMA MANUFACTURED HOUSING EXPERIENCE

1. Legal counsel and consultant manufactured housing industry for 24 years.
2. Public service capacity member of committees and task forces both on a state and a local level.
3. Governor's Mobile Home Study Commission since 1977
4. State of Maryland Advisory Commission on Industrialized Buildings and Mobile Homes.
5. Chief drafter of the Mobile Home Parks Act, Real Estate Article 8A of the Maryland Code.
6. Manufactured housing consultant to real estate developers in connection with planning, development and operation of manufactured home communities.
7. Consultant, without fee, to officials of county agencies in the State of Maryland
8. 14 year registered legislative agent manufactured housing industry in the State of Maryland.
9. Conducting and participating in seminars in the State of Maryland and throughout the United States.
10. Contributing editor to a national monthly publication entitled, "Manufactured Housing Dealer".
11. Executive Director and Counsel of the Maryland Manufactured Housing Association since 1980.
12. Expert witness and has testified on behalf of the manufactured housing industry before state agencies, legislative committees and county boards relative to the adoption of zoning

PETITIONER'S EXHIBIT 11

PAGE THREE

ordinances, landlord and tenant matters, sales tax, licensing and various aspects of the industry.

13. Qualified as an expert witness in the circuit court and before appropriate county zoning boards.

Petition For Special Hearing

18th Election District
LOCATION: Southern side Pulaski Highway, 6th E. North of the corner of Mohr's Lane.
DATE AND TIME: Wednesday, June 13, 1985 at 11:00 a.m.
PUBLIC HEARING: Room 106, County Office Building, 11 West Chesapeake Avenue, Towson, Maryland.
The Zoning Commission of Baltimore County by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the Petition for Special Hearing under Section 907 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commission and/or Deputy Zoning Commissioners should approve or amend the site plan in Case No. 85-359-SP4 and Case No. 85-359-A to allow a change to the lot area and to determine whether or not the restrictions applying to the lot area and to determine whether or not the restrictions applying to the lot area should be amended.

Being the property of Acquest National Corp. of N.A. as shown on the site plan filed with the Zoning Office.
In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commission will, however, entertain any request for a stay of the date of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing and held or held at the hearing.

BY ORDER OF:
Arnold Johnson
Zoning Commission
Of Baltimore County

The Times

Middle River, Md., *May 23* 1985

This is to Certify That the annexed Petition Acquest Reg L 71785 was inserted in the Times, a newspaper printed and published in Baltimore County, once in each of *one* successive weeks before the *23rd* day of *May* 1985. *J. P. [Signature]* Publisher.

DESCRIPTION OF THE PROPERTY SHOWN IN THE PLAT A SPECIAL HEARING TO AMEND CASE NO. 84-178

Beginning for the same at point located on the south-eastern side of the right-of-way line of Pulaski Highway (U. S. Route #40), said point lying 850 feet north of the intersection of the south-eastern right-of-way line of Pulaski Highway and the centerline of Mohr's Lane; thence leaving said point and running on the southeast side of Pulaski Highway.

- (1). N 40° 51' 20"E, 313.52 feet to a point; thence leaving said point and binding on the 1st line of a deed dated April 19, 1963 between George W. Hagert and wife, parties of the first part and John G. Kelbaugh and wife, parties of the second part as recorded among the land records of Baltimore County in Liber R.R.G. 4132, Folio 44.
- (2). S 49° 08' 40" E, 348.50 feet to intersect the 9th line of the aforesaid deed, Wladkowski to Kelbaugh, at the distance of 143.88 feet from the end of said 9th line, running thence and binding on a part of the 9th and all of the 10th lines in the aforesaid deed, Wladkowski to Kelbaugh.
- (3). North 40 degrees 58 minutes 50 seconds East 143.88 feet and,
- (4). South 49 degrees 06 minutes 10 seconds East 352.35 feet to intersect the 4th or North 27 degrees 07 minutes 50 seconds East 426.69 foot line of the second parcel of land in the aforesaid deed, The Maryland Title Guarantee Company to John G. Kelbaugh, at the distance of 116.34 feet from the end of said 4th line, running thence and binding on a part of the 4th and all of the 1st and 2nd lines of the second parcel in the last mentioned deed, the three following courses and distances:
- (5). North 27 degrees 07 minutes 50 seconds East 116.34 feet;
- (6). South 87 degrees 31 minutes 00 seconds East 626.05 feet; thence along the northwest side of the Susquehanna Transmission Company right-of-way.
- (7). South 29 degrees 23 minutes 20 seconds West 662.31 feet to intersect the last or South 65 degrees 36 minutes 30 seconds East 808.50 foot line of the aforesaid deed, Yanuk to Kelbaugh, at the distance of 543.53 feet from the beginning of said last line, running thence on a part of said last line and crossing the aforesaid transmission line right-of-way;
- (8). South 65 degrees 36 minutes 30 seconds East 150.57 feet to the end of the 2nd or North 65 degrees 36 minutes 30 seconds West 114.40 foot line of the first parcel of land in the aforesaid deed, Maryland Title Company to John G. Kelbaugh running thence and binding on the 3rd, 4th and 5th lines of the first parcel of land in the aforesaid deed, Maryland Title Company to John G. Kelbaugh, the three following courses and distances: (1) along the southeast side of the aforesaid transmission line Right of Way North 29 degrees 23 minutes 20 seconds East 614.96 feet, thence leaving the said Right of Way; (2) South 20 degrees 04 minutes 10 seconds West 211.36 feet; (3) South 48 degrees 39 minutes 40 seconds East 649.80 feet to the place of beginning.

PAGE TWO

in the aforesaid deed, Maryland Title Company to John G. Kelbaugh, the three following courses and distances:

- (9). Along the southeast side of the aforesaid transmission line right-of-way North 29 degrees 23 minutes 20 seconds East 614.96 feet, thence leaving the said right-of-way;
- (10). South 20 degrees 04 minutes 10 seconds West 211.36 feet;
- (11). South 48 degrees 39 minutes 40 seconds East 649.80 feet to a point at the end of the 5th or South 48 degrees 39 minutes 40 seconds East 649.80 foot line of the first parcel of land which by deed dated September 20, 1967 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4806, Folio 186, was conveyed by The Maryland Title Guarantee Company to John G. Kelbaugh and Dorothy W. Kelbaugh, his wife, running thence and binding on the 6th and 7th lines of the first parcel in the above mentioned deed.
- (12). South 41 degrees 19 minutes 40 seconds West 942.08 feet and
- (13). North 48 degrees 40 minutes 40 seconds West 255.26 feet to intersect the 1st or South 18 degrees 59 minutes 40 seconds West 974.12 foot line of the land which by deed dated June 12, 1968 and recorded among the Land Records of Baltimore County prior hereto, was conveyed by Julius Yanuk and wife to J. G. K. Straw Corporation, at the distance of 356.92 feet from the end of said last line, running thence and binding on a part of the 1st and all of the 2nd, 3rd, 4th and 5th lines of the last mentioned deed the five following courses and distances:
- (14). South 18 degrees 59 minutes 40 seconds West 356.92 feet;
- (15). North 66 degrees 02 minutes 40 seconds West 778.99 feet;
- (16). North 28 degrees 12 minutes 20 seconds East 266.50 feet;
- (17). North 66 degrees 10 minutes 10 seconds West 196.40 feet;
- (18). North 21 degrees 56 minutes 10 seconds East 40.28 feet; to a point on the north side of Mohr's Lane at the beginning of the parcel of land which by deed dated June 12, 1968 and recorded among the Land Records of Baltimore County prior hereto was conveyed by Josephine Wladkowski, widow, to J. G. K. Straw Corporation, running thence on the north side of Mohr's Lane and binding on the 1st line in the last mentioned deed, North 69 degrees 43 minutes 30 seconds West 89.00 feet, thence continuing the same course and still running on the north side of Mohr's Lane and binding on the 1st or South 61 degrees 55 minutes 40 seconds East 100 foot line of the land which by deed dated May 11, 1959 and recorded among the Land Records of Baltimore County in Liber W.J.R. 3525, Folio 598, was

conveyed by Josephine Wladkowski, widow, to John William Colflesh and wife, (to be conveyed to John G. Kelbaugh and wife by a deed intended to be recorded prior hereto).

- (19). North 69 degrees 43 minutes 30 seconds West 100.00 feet, thence continuing the same course and still running on the north side of Mohr's Lane and binding on the 5th line of the land in the aforesaid deed, Wladkowski to Kelbaugh,
- (20). North 69 degrees 43 minutes 30 seconds West 100.00 feet, thence leaving Mohr's Lane and binding on the 6th, 7th, and 8th lines in the aforesaid deed, Wladkowski to Kelbaugh, the three following courses and distances:
- (21). North 27 degrees 46 minutes 30 seconds East 277.10 feet;
- (22). North 67 degrees 22 minutes 50 seconds West 117.02 feet;
- (23). North 23 degrees 35 minutes 20 seconds East 392.12 feet to the beginning of the 3rd or North 42 degrees 29 minutes 10 seconds West 348.56 feet line of the aforementioned deed between George W. Hagert and John G. Kelbaugh, running thence binding on the 3rd line in the aforementioned deed.
- (24). North 49 degrees 21 minutes 30 seconds West 348.56 feet to the place of beginning. Containing 47.935 acres of land, more or less.

FES 24 1987

PETITION FOR SPECIAL HEARING

15th Election District

LOCATION: Southeast side Pulaski Highway, 850 ft. North of the centerline of Mohr's Lane

DATE AND TIME: Wednesday, June 12, 1985 at 11:30 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 West 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 an amendment to the site plan in Case No. 84-178-SPH and Case No. 82-50-2A to allow a change to the layout of the proposed trailer park and to amend the restrictions applicable to the latter case and to determine if the existing dwelling can be sold as a separate property and thereby reduce the area of the original special exception

Being the property of Acquest National Corp. of N.A. as shown on the plat filed with the Zoning Office.

In the event that this Petition is 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

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
SE/S Pulaski Hwy., 850' N of : OF BALTIMORE COUNTY
the Centerline of Mohr's Lane, :
15th District :

ACQUEST NATIONAL CORP. OF N.A., Case No. 85-359-SPH
Petitioner

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 23rd day of May, 1985, a copy of the foregoing Entry of Appearance was mailed to William A. Green, President, Acquest National Corp. of N.A., 6485 Meadowridge Rd., Baltimore, MD 21227, Petitioner.

Peter Max Zimmerman
Peter Max Zimmerman

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3333

ARNOLD JABLON
ZONING COMMISSIONER

June 5, 1985

Acquest National Corp. of N.A.
c/o William A. Green
6485 Meadowridge Road
Baltimore, Maryland 21227

RE: Petition for Special Hearing
SE/S Pulaski Hwy., 850' N of the c/l
of Mohr's Lane
Acquest National Corp. of N.A. - Petitioner
Case No. 85-359-SPH

Dear Mr. Green:

This is to advise you that \$68.03 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. 007340

DATE: 6/5/85 ACCOUNT: R-01-015-000
AMOUNT: \$ 68.03

RECEIVED FROM: *Acquest National Corp.*

FOR: *Advertising & Posting*

VALIDATION OR SIGNATURE OF CASHIER

ly,

Arnold Jablon
Commissioner

May 14, 1985

Acquest National Corp. of N.A.
c/o William A. Green
6485 Meadowridge Road
Baltimore, Maryland 21227

NOTICE OF HEARING

RE: Petition for Special Hearing
SE/S Pulaski Hwy., 850' N of the c/l
of Mohr's Lane
Acquest National Corp. of N.A. - Petitioner
Case No. 85-359-SPH

TIME: 11:30 a.m.

DATE: Wednesday, June 12, 1985

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

Arnold Jablon
Zoning Commissioner
of Baltimore County

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

No. 005258

DATE: 5/27/85 ACCOUNT: R-01-015-000
AMOUNT: \$ 100.00

RECEIVED FROM: *Cassell Engineering*

FOR: *Site fee on Plan # 353*

VALIDATION OR SIGNATURE OF CASHIER

PETITION FOR SPECIAL HEARING

15th Election District

LOCATION: Southeast side Pulaski Highway, 850 ft. North of the centerline of Mohr's Lane
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PUBLIC HEARING: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

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BY ORDER OF
ARNOLD JABLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

85-359-SPH CERTIFICATE OF PUBLICATION

TOWSON, MD., May 23, 1985

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on May 23, 1985

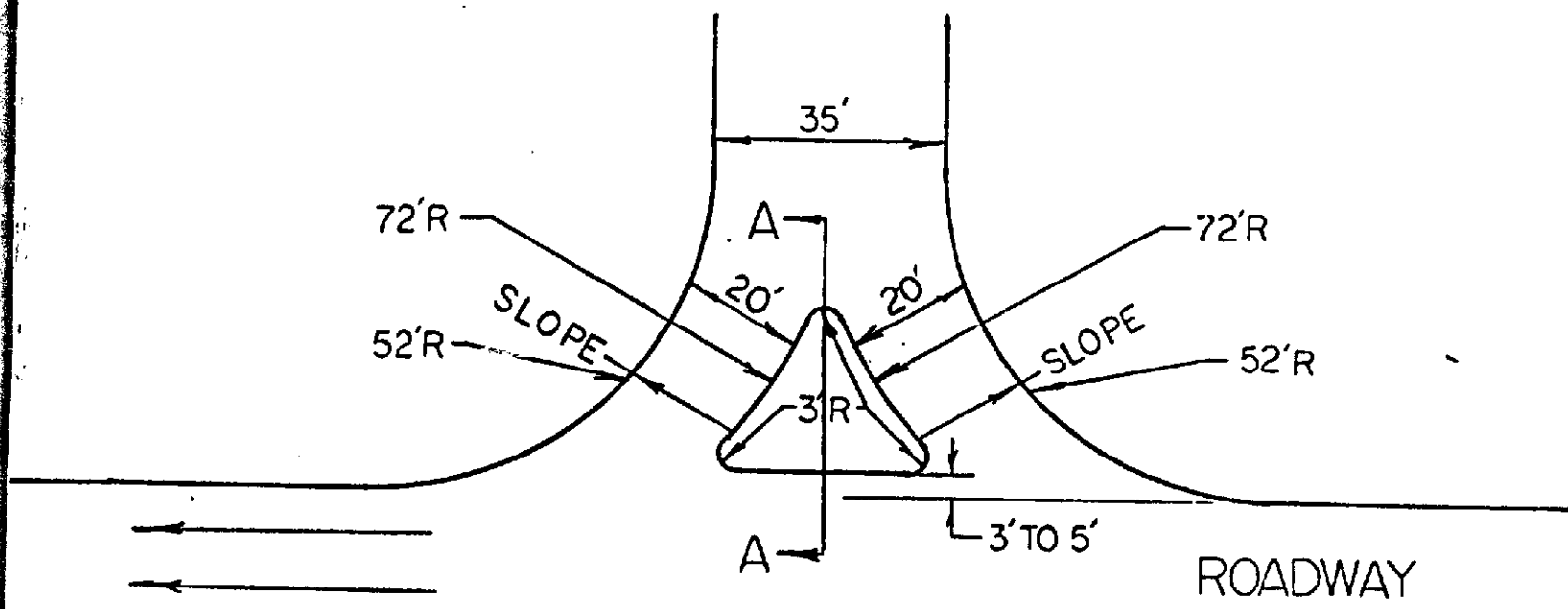
THE JEFFERSONIAN,

B. Venetian

Publisher

Cost of Advertising
30.25

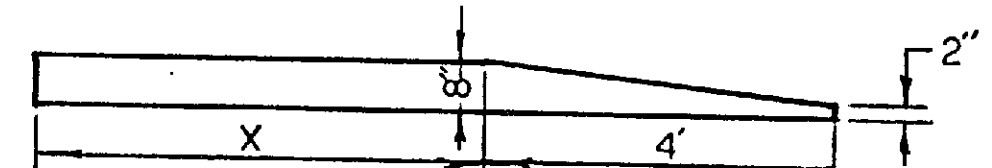
CHANNELIZATION OF COMMERCIAL ENTRANCES A TYPICAL DIRECTIONAL ENTRANCE DUAL HWY.



MEDIAN: RAISED OR FLUSHED

ROADWAY

SCALE: 1"=30'



SECTION: A-A

NOT TO SCALE

EXHIBIT 3

TRUCK

Maryland Department of Transportation
State Highway Administration

William K. Hellmann
Secretary
Hal Kassoff
Administrator

March 4, 1985

Cassell Engineering, Inc.
1015 T. T. T. Building
Hunt Valley, Md. 21030

Att: Mr. Richard H. Cassell

Dear Mr. Cassell:

On review of your submittal of 2-5-85 for the proposed Mobil Home Park, the State Highway Administration finds the proposed directional Right Turn In and Right Turn Out Entrance located 1,000' north of Mohr's Lane on the S/E Side of Pulaski Highway generally acceptable.

The 300'± frontage on Pulaski Highway, Route 40-E must be improved with S.H.A. Type "A" concrete curb and gutter, offset 15' from the edge of the traveled way of Route 40-E with a 10:1 taper to meet the existing edge of roadway.

The State Highway Administration strongly recommends to the developer that all access be directed to the site by way of Mohr's Lane.

If the State Highway Administration finds the directional access is being used in an abusive manner, the State Highway Administration will request the owner to resolve the problem immediately.

If there is a second occurrence of misuse of the directional entrance, the State Highway Administration will take immediate steps to eliminate the problem.

EXHIBIT 3

My telephone number is (301) 659-1350

Teletypewriter for Impaired Hearing or Speech
303-7555 Baltimore Metro - 605-0451 D.C. Metro - 1-800-492-5082 Statewide Toll Free
P.O. Box 717/107 North Calvert St., Baltimore, Maryland 21203-0717

Mr. R. Cassell

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March 4, 1985

If you have any questions, please do not hesitate to call this office.

Very truly yours,

Charles Lee
Charles Lee, Chief
Bureau of Engineering
Access Permits

By: George Wittman

CL:GW:maw

606-970'
Pulaski Hwy.
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

CERTIFICATE OF POSTING

85-359-SPH

District: 15th Date of Posting: 5/21/85

Posted for: Special Hearing

Petitioner: Acquest National Corp. et al.

Location of property: SE/S Pulaski Hwy., 850' N. of Mohr's Lane

Location of Signs: (1) Facing Pulaski Hwy., approx. 10' E. roadway

(2) Facing Mohr's Lane, approx. 5' E. roadway, both on property of Acquest

Remarks: *M. D. Thibault*

Posted by: *M. D. Thibault* Date of return: 5/21/85

Number of Signs: 2

6-3-85 Time on 2 signs changed to read: 11:30 AM Change Made in the field. GEF

FEB 24 1987

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR GREEN MEADOW FARMS

THIS DECLARATION, made this 17th day of June, 1985, by ACQUEST NATIONAL CORPORATION OF NORTH AMERICA, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article 1 and described in Exhibit A of this Declaration, and desires to develop thereon a residential community together with common lands and facilities for the benefit of such community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and, to this end, desires to subject the real property referred to in Article 1 and described in Exhibit A of this Declaration to the covenants, restrictions, and easements and charges hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or intends to incorporate under the laws of the State of Maryland a non-profit corporation (for the purpose of exercising the functions aforesaid), which is hereinafter called the Green Meadow Farms Association or "Association."

NOW, THEREFORE, the Declarant hereby declares that the real property referred to in Article 1 and described in Exhibit A of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and charges as hereinafter set forth and which shall be perpetual in duration and run with and bind forever the land and the owner thereof, itself, himself, themselves and their heirs, successors and assigns.

ARTICLE 1. DEFINITIONS.

A. The term "Property" shall refer to the total Property described in Exhibit A attached hereto which is the total Property within the subdivision.

B. The term "Assessable Property" shall refer to the entire Property, excluding such part or parts thereof as may from time to time constitute "Exempt Property".

C. The term "Exempt Property" shall refer to the following portions or parts of the Property:

Retain 5
85-357-SPH

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1. All land and improvements thereon presently or hereafter owned by the United States, the State of Maryland, Howard County, or any instrumentality or agency of any such entity for so long as any such entity shall be the owner thereof;

11. All land and the improvements thereon presently or hereafter owned by the Declarant for so long as the Declarant shall be the owner thereof;

111. All land and improvements thereon presently or hereafter owned by the Association;

D. The term "Lot" shall refer to that portion of the Property which is assessed as a unit for purposes of real estate taxes imposed by the State of Maryland and Howard County.

E. The term "Owner" shall refer to the holder of the record title of the fee interest in any Lot or the record holder of any leasehold estate created on any Lot within the Property if the rights of ownership have been assigned by the Owner to the Lessor as part of the Leasehold estate.

F. The term "Home" shall refer to any manufactured home, either a modular home or a mobile home.

G. The term "Structure" shall refer to any building or buildings, including a Home.

H. The Common Area shall mean those Lots as well as any other areas of land set aside intended for the common use and enjoyment of the Owners of all the Lots, but not including any property owned by or dedicated to any governmental body or agency thereof. The purposes for which such common areas may be used shall include, but not be limited to, recreational uses, open space uses, private roads and driveways, walkways, parking areas, and utility and drainage easements.

I. The Declarant shall refer to National Acquest Corporation of North America and its successors and assigns.

J. Development Period shall mean the time period from the date of the recording of this Declaration until the Declarant has sold and transferred all of the residential Lots within the Property.

K. Initial Development Period shall mean the time period from the date of the recording of this Declaration until the Declarant has sold and transferred ninety percent (90%) of all of the residential Lots within the Property.

ARTICLE 2. ADDITIONS AND RESERVATIONS.

A. Additional Property not referred to in the definition of Property may be annexed by the Declarant and brought within the scheme of this Declaration and made subject to the provisions hereof, provided, however, after the Initial Development Period, such annexation shall be subject to the approval of a majority of the Members of the Association entitled to cast at least fifty percent (50%) of all total votes outstanding. Such annexation shall be made by filing for recordation

among the Land Records of Howard County, State of Maryland, an instrument describing such additional properties and expressly stating an intention to so annex the additional properties. Such instrument shall extend the covenants of this Declaration to such annexed properties.

B. Declarant expressly reserves the right unto itself, its successors and assigns at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting lot and grade such portion of the lot adjacent to such street, and the further right while Declarant is the owner of any Lot, to grade and regrade the lot or portion thereof, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of said Property in accordance with such plat. Declarant expressly reserves unto itself the right to make such amendments to any such plat or plats as shall be advisable for its best interest and as shall be acceptable to those public authorities having the right of approval thereof.

C. The Declarant, for itself, its successors and assigns, reserves the right prior to the transfer of any Lot, pursuant to a recorded subdivision plat, to alter, and amend and change any Lot lines or subdivision plans.

D. Construction and/or Sales. For so long as Declarant may desire, model homes, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by said Declarant or its successors and assigns or nominees, on any part of said Property and on or in any Structure or other improvement now or hereafter erected thereon.

E. Activities. Declarant or its nominees shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and to the construction and sale of Homes on the Property.

F. For the benefit of the Green Meadow Farms community and the Owners therein, certain portions of the Property may be transferred to or dedicated to Howard County, State of Maryland. Therefore, the Declarant expressly excludes from the obligations and burdens of Article 8 and Article 10 of these Covenants, Restrictions and Easements any portion of the Property owned or held by Howard County, State of Maryland or any of its departments or agencies while said Property is actually owned or held by that governmental body. The covenants, restrictions and easements contained in Article 8 and 10 hereof shall not be extinguished while the Property is so held, but each Owner for himself, his representatives, heirs, successors and assigns, by acceptance of a deed, lease or other conveyance of any interest in any Lot, shall be deemed to acknowledge and agree that Howard County, State of Maryland and its departments or agencies shall have no obligation to receive a transfer or accept for dedication any portion of the Property or any part of the assessments and the fiscal year shall be called by the initial Board of Directors as soon as possible after their election.

ARTICLE 3. ASSOCIATION

A. The Green Meadow Farms Association hereinafter referred to as Association shall be a non-profit corporation, formed, or to be formed, by the Declarant in which, every owner of a Lot subject to assessments by these covenants shall be a Member by virtue of his

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ownership. The Association shall not actively be involved in the ownership or management of any property until ninety (90%) of the Lots on the Property have been sold and transferred by the Declarant. At that time, the Declarant shall call a meeting of all Members of the Association at which, the first Board of Directors shall be elected and commence to carry out those activities for which the Association has been created.

B. The purpose of the Association shall be to own, maintain, and improve any Common Areas, including the maintenance and operation of any recreational facilities thereon, to enforce the covenants when necessary, and generally to promote the recreation, health, safety and welfare of the residents living within the Property.

C. Membership. All Owners, upon becoming such, shall be automatically deemed to have become Members of the Association and there shall be no other qualifications for membership. All Members, so long as they shall qualify, shall be entitled to one vote per Lot owned on each matter submitted for a vote at the meeting of the Association and for the election for the members of the Board of Directors, subject to the following exceptions and additions:

1. If any Lot is owned or held by more than one Member as a tenant by the entirety, as a joint tenant or as a tenant in common, or held in any other manner of joint or common ownership, such Members shall collectively be entitled to only one vote. Any owner, who is in arrears for any assessment against his Lot by the Association for in excess of thirty (30) days shall not be entitled to exercise his voting rights suspended upon being provided with written notification of same.

2. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE 4. BOARD OF DIRECTORS.

A. The Board of Directors shall consist of seven (7) Members duly elected at a meeting of the Members called for that purpose. The Board of Directors shall meet a minimum of three (3) times per year and so many other times as the Board of Directors feels is necessary for it to properly carry out its duties. At each meeting of the board of Directors, there shall be at least five (5) Directors for a quorum.

B. At the first election of the Board of Directors, those four (4) Members receiving the highest number of votes shall serve for two (2) years and the other three (3) elected Members shall serve for (1) year. At the first meeting of the Directors thereafter, there shall be elected a president from among those serving in initial two (2) year term and who shall serve as the president for one (1) year. For each year thereafter at a meeting of the Members called for the purpose of electing the Directors, there shall be an election to fill the positions of the retiring Directors and those elected shall serve for two (2) years. At the first meeting of the Board of Directors after each election, a new president shall be elected for a one (1) year term but the president must always be in the second (2) year of his/her term. If any vacancy occurs on the Board, the other Directors shall elect a Member to fill that vacancy for the remainder of the term.

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C. The duties of the Board of Directors shall be to set the annual assessment and all capital assessments (with the consent of the Members if necessary), to establish the due date of the assessment, to provide a written statement acknowledging payments of all assessments, to maintain the Common Area, to establish rules and regulations for the use of the Common Area and all improvements thereon, to enforce these Covenants when necessary, to establish the By-Laws for the operation of the Association and to do such other acts and things as are necessary, advisable and advantageous for the accomplishment of the purposes of this Association.

ARTICLE 5. COMMON AREAS.

A. Upon the Declarant selling and transferring ninety percent (90%) of the residential Lots in the property, the Declarant shall immediately transfer to the Association the Common Area. Subject to provisions of Section B herein, every Owner shall have a mutual right of enjoyment and nonexclusive easement, together with all other Owners, in and to the Common Area, including access, and such rights and easements shall be appurtenant to and shall pass with the title to every Lot. In addition to any other easements and rights granted herein, and not by way of limitation, there shall be an easement and right of way for perpetual ingress and egress over and upon the Common Area for the use and benefit of the residential Lots.

B. The rights granted above hereof are subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

11. The right of the Association to prescribe reasonable rules and regulations governing the use of the Common Area.

111. The right of the Association to suspend voting rights of the Owner for a period not to exceed one hundred twenty days (120) and the right to suspend an Owner's right of access to any recreational facility for not more than thirty days (30) for any one infraction of its published rules and regulations.

1v. The right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility; however, no such dedication, sale or transfer shall be effective, unless an instrument signed by Members entitled to cast two-thirds of the vote agreed to such dedication, sale or transfer has been recorded among the records of the Association.

v. The right of the Association to limit the number of guests of Members in or upon the Common Area.

C. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws adopted or to be adopted by the

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Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE 6. RESERVATIONS BY DECLARANT.

A. The Declarant hereby reserves the right unto itself, its successors and assigns, to relocate, change or modify, from time to time, any and all streets, roadways, utility easements and rights of way which may be located within the Common Area and to create new streets, roadways, utility easements and rights of way therein. In addition, Declarant expressly reserves the right at any time prior to the occurrence of the residential closing on the last Lot in the Property to enter upon any part of the Common Area for any and all purposes reasonably related to the construction of improvements on any Lot in the Property, and if necessarily and reasonably related to the completion of the aforementioned improvements or the completion of the Common Area, to maintain a field trailer on the Common Area, to store building supplies, construction equipment and other similar property on the Common Area.

B. During the construction and/or sales period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained or operated by Declarant or its nominee on any part of the Common Area and on or in any Structure or other improvement now or hereafter erected thereon.

ARTICLE 7. DEEDS AND ASSESSMENTS.

A. The Declarant, for each other Lot owned by it within the Property after the Development period, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments for charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and is further deemed to grant permission to the Declarant, the Association, the Architectural Committee and their respective agents to enter upon his Lot and do those acts or things consistent with this Declaration and the rights, covenants, restrictions and easements contained herein.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents living within the Property and for the preservation, improvement and maintenance of the Common Area, including any recreational facilities thereon.

C. Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy, in any fiscal year, special assessments applicable to that specific year for the sole purpose of defraying, in whole or in part, costs of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the consent of two-

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thirds of the votes of the Members at a meeting duly called for that purpose.

D. Notice. Written notice of any meeting called for the purpose of setting annual assessments or special assessments shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Such notice shall contain an adequate description of the action proposed to be taken and the specific proposed rates of assessment. At such a meeting there must be present at least fifty-one (51%) percent of all members entitled to vote to constitute a quorum. The first meeting for the establishment of the assessments and the fiscal year shall be called by the initial Board of Directors as soon as possible after their election.

E. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

F. Increase of Assessments. Once the initial assessment has been established, the maximum for each Lot may be increased and fixed in an amount no more than ten (10%) percent above the annual assessment to the previous fiscal year; provided any such increase shall have the assent of two-thirds of the votes of the members at a meeting duly called for this purpose.

G. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date established by the Board of Directors shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable, notice of exercise of such right being expressly waived by the Owner. Each such assessment shall include interest, costs and reasonable attorney's fees if collection measures are instituted. The Association may bring a legal action against the Owner personally obligated to pay the same and make use of all remedies legally available once judgment has been secured. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Additionally, for any assessment not paid within thirty (30) days after its due date as established by the Board of Directors, the Board of Directors shall also have the right to declare that the voting privileges of the Owner shall be indefinitely suspended until all assessments with interest have been paid in full.

ARTICLE 8. ARCHITECTURAL CONTROL.

A. Residential Use. Such Lots, and each and every one, are for residential purposes except in the Commercial Area. No Structure or improvement other than a Home, walls or fences, swimming pool, garages, carports, customary outbuildings, etc., may be erected, placed, or maintained on any such Lot. No sign or other advertising device of any nature shall be placed on any Lot, exclusive of "For Sale" signs. No temporary buildings, trailers, garage, or other Structure other than a Home shall be used as a residence. No birds,

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animals or insects shall be kept or maintained on any Lot except for domestic purposes. Domestic pets shall be properly controlled so as not to annoy the neighbors or trespass upon the Lots of others and all pets shall be kept on a leash at all times except when they are on the Lot of their Owner.

B. Homes. All Homes, originally placed on the Property, must be Homes as defined herein, be at least twelve (12) feet wide, and contain at least 600 square feet of interior floor space. All replacement homes must be a Home as defined herein, have a full A-frame roof and house-type siding, and contain at least 1,000 square feet of floor space.

C. Maintenance and Repair. Each Owner shall keep all Lots owned by him, and all Structures and other improvements thereon or thereon in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the painting or other appropriate external care of all Structures and other improvements, the removal of all snow and ice from public walkways, all in a manner and with such frequency as consistent with good property management.

D. Skirting and Foundation. All Homes must be placed on a permanent foundation and skirting must be installed on all four (4) sides of the Home within five (5) days of occupancy of the Home. The skirting shall be constructed of siding similar to that of the Home, brick, concrete block with stucco facade, form stone facade or stucco foundation facade.

E. Hitches. All hitches, axles, wheels, brakes, lights and other equipment for moving the Homes must be detached from the Home and removed from the Lot as soon as practical but no later than ninety (90) days after occupancy of the Home.

F. Tanks. All gas and oil tanks or other such containers shall be placed on that side of the Home furthest from the main road and in position least visible from the road and oil tanks shall be color coordinated with the Home on said Lot.

G. Antennae. All antennae shall be of the manufactured store bought variety and shall not extend higher than eight (8) feet from the top of the Home. There shall be no more than two (2) television antennae, one (1) citizen's band radio antenna and one (1) ham radio antenna permitted.

H. Trashcans. Residents shall keep all garbage, trash, debris, etc. in plastic containers with tight fitting covers and to be placed in rear portion of the Lot except on trash collection days at which time, the containers shall be properly placed for the removal of the trash and the containers replaced in their proper location at the rear of the Lot within twenty-four (24) hours after pick-up.

I. Damage. In the event that any Home is damaged by fire, wind, rain, snow or ice, lightning or other aspects of the weather,

FEB 24 1987

DATE

or intentional or unintentional acts of individuals or acts of God and so rendered uninhabitable, then the Home shall be fully repaired or removed from the Lot within a reasonable time period and such task shall commence within three (3) months of said event.

ARTICLE 9. MAINTENANCE AND UTILITIES.

A. The Association shall have the following duties and obligations in regard to the Common Area to be conveyed to it and in regard to the Property in general:

i. To maintain all areas conveyed to it in a neat and orderly condition and in keeping with the landscaping, grading and site plans of the development as approved by the Board of Directors or Architectural Committee.

ii. To maintain, including but not limited to the mowing of grass and snow removal, all Common Area and to keep and maintain the walkways, streets, private streets, parking areas and other amenities thereon in good order and repair, reasonably free of snow, trash and other debris.

iii. To grant any rights-of-way or easements in, upon, over and through any portion of the Common Area for utilities and drainage facilities and for ingress and egress from and to public streets and roads or otherwise for the use and benefit of the residential lots.

B. In the performance of said duties and obligations, the Association shall have the right and easement to enter and be upon any Lot and any part of the Property to fulfill its obligations hereunder.

ARTICLE 10. ARCHITECTURAL COMMITTEE.

A. The Architectural Committee shall be composed of three (3) or more individuals so designated from time to time by the Declarant during the Initial Development Period and thereafter shall be composed of any three (3) or more members of the Board of Directors, as subsequently established by the Board from time to time.

B. The affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. Any decision by the Architectural Committee shall be final. However, any interested party adversely affected by such decision may file a written request to have the matter in question reviewed by the entire Board of Directors. Upon filing such a request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Board of Directors and a decision of the majority of the members of the Board with respect to such matter shall be rendered as soon as possible thereafter and shall be final and binding.

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C. With the exception of the original Home placed upon the Lot by the Owner who purchases the Lot from the Declarant, no Structure shall be commenced, erected, placed, maintained or moved on to or permitted to remain on any Lot or the Common Area, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include

i. a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side set-backs and free spaces, if any are proposed) of all proposed and existing Structures; and

ii. the location of all proposed and existing Structures with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and

iii. grading and landscaping plans for the particular Lot.

D. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

i. The failure of such plans or specifications to comply with any of these Covenants;

ii. The failure to include information in such plans and specifications as may have been reasonably requested;

iii. The objection to the exterior design, appearance or materials of any proposed structure;

iv. The incompatibility of any proposed Structure or use with existing Structures or uses upon any other Lot or portion of the Property in the vicinity;

v. The objection to the location of any proposed Structure upon any Lot or with reference to any other Lot or portion of the Property in the vicinity;

vi. The objection to the grading and landscaping plans for any Lot;

vii. The objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structures;

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viii. The objection to parking areas proposed for any Lot on the grounds of (a) incompatibility with proposed uses and Structures on such Lot, (b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot, or (c) incompatibility with existing Structures or uses upon any other Lot or portion of the Property in the vicinity; or

ix. Any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure or use inharmonious with the general plan of improvement of the Property or with Structures or uses located upon any other Lot or portion of the Property in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

E. The Architectural Committee shall also have the right to approve only part of the plans and specifications submitted and to attach conditions or requirements to any approval, including, but not exclusively, lighting, screening, and planting of vegetation.

F. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications as approved shall be deposited for permanent record with and shall become the property of the Architectural Committee; and a copy of such plans and specifications bearing such approval in writing shall be returned to the applicant submitting same. The approval by the Architectural Committee does not in any way relieve the Owner from complying with the laws, ordinances and regulations of the Federal, State and local governments nor from securing any permits or licenses necessary.

G. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (a) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in these Covenants or in Federal, State or local laws, ordinances or regulations and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the Lot in question.

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In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

H. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 10, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 10 and without the approval required herein and upon written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter the Association shall have the right, through its agents and employees, to enter upon such Lot and take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner which, upon notice, may be added to his next assessment payment and would then be due and payable by such Owner. Failure to pay the said charges as part of that assessment payment would be considered a nonpayment of the assessment and the same remedies which exist for nonpayment of the assessment would apply.

I. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation identifying such Structure(s) and the Lot on which such Structure is placed and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this subparagraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration for which the Architectural Committee exercises any discretionary or interpretive powers.

J. The Architectural Committee may charge and collect a

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reasonable fee to cover the expenses for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are so submitted, provided that such fee shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for Structures on the Lot with regard to which such plans and specifications are submitted.

K. Any agent of Declarant or the Architectural Committee or of the Association or the latter entity is entitled to exercise rights of enforcement hereunder may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof; and neither Declarant, the Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

L. Restrictions and Obligations.

1. Without the prior written approval of the Architectural Committee.

a. No previously approved Structure shall be used for any purpose other than for that purpose for which it was originally designated;

b. No Lot after original purchase from Developer shall be split, divided, or subdivided, in whatever manner be it by, for sale, resale, gift, transfer, or otherwise;

c. No alteration of the placement on the Lot of any previously approved Structure;

d. No more than two (2) Structures additional to the Home shall be placed upon the Lot, nor shall any Structure larger than ten (10) feet by ten (10) feet in dimension or of a color different than the Home be placed on the Lot without the prior approval of the Architectural Committee;

e. No visible exterior addition or alteration to any previously approved Structure including, but not exclusively, awnings, patios, porches, decks, etc.;

f. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot.

g. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. During construction or improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction

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shall be kept in a neat and orderly manner. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

h. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except garden hoses. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

i. No exterior clothes line or similar device shall be placed or kept on any Lot except that clothes lines of the removable, circular type may be placed at the rear of a residence while in use.

2. Each lot (including the yard and the improvements contained thereon) must be regularly maintained and repaired, and kept in a neat, clean and sanitary condition. All grass and shrubbery in such site must be regularly cut or trimmed. No boxes, bottles, cans, leaves, bedding, building materials, tires, appliances or other unsightly debris may be left outside on the Lot. Except for lawn furniture used on a Lot, nothing may be stored outside. A patio may not be used for storage of any kind.

3. Each Owner shall be responsible for the maintenance, repair and replacement of his Lot and the improvements thereon. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot and improvements which is required by the foregoing, at reasonable times and in a reasonable manner, the Architectural Committee upon the right and authority from the Declarant during the Initial Development Period and from the Association thereafter, may, but shall not be required to, perform such maintenance or repair and in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to the collection of the same as are herein provided with respect to annual assessments. Such authority shall include, but not exclusively, the right to enter upon any Lot and trim or prune at the expense of the owner, any grass, hedge or other planting which in the opinion of the Architectural Committee, by reason of its location upon the Lot or the height to which it is permitted to grow, is reasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given written notice fifteen (15) days prior to such action.

4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may

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become an annoyance or nuisance to the neighborhood.

5. No fuel driven vehicles may be driven or parked in the Common Areas, except in such part of the Common Areas, if any, specifically set aside for driving and/or parking.

6. The discharge or use of firearms, air rifles, bows and arrows, or any other weapon shall not be permitted on the Property for recreational or hunting purposes. This does not prohibit the possession or ownership of same if otherwise allowed by law.

ARTICLE 11. MISCELLANEOUS.

A. Waiver. No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; however, any mortgagee in actual possession or any purchaser at any mortgagee or foreclosure sale shall be bound by and subject to these restrictions as fully as any other Owner of any portion of the Property.

B. Grantee's Covenant. Each grantee, accepting a deed, lease, or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject thereto.

C. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly provided, if sent out, postage prepaid, to the last known address of the Owner who appears on the records of the Association at the time of such mailing.

D. Enforcement. The Declarant, the Association, or any Owner, their respective legal representatives, heirs, successors and assigns shall have the right to enforce by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner, their respective legal representatives, heirs, successors and assigns, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

E. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

F. Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof shall any person or entity entitled to enforce any provision hereof shall

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be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

G. Attorney's Fees. In any court action brought under the provisions of this Declaration, the prevailing party shall be entitled to collect all court costs and attorney's fees incurred by reason of that court action.

H. Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

I. Gender. Whenever the masculine gender is used in this Declaration, it shall be deemed where appropriate to the context to include the feminine gender as well. Whenever the singular is used in this Declaration, it shall be deemed where appropriate to include the plural and vice versa.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seal, this day of 19

ATTEST: ACQUEST NATIONAL CORPORATION OF NORTH AMERICA

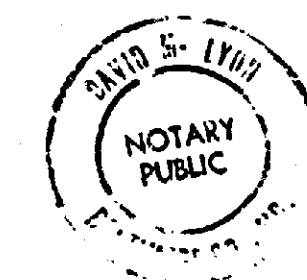
William A. Green
WILLIAM A. GREEN, President

STATE OF MARYLAND, COUNTY OF , TO WIT:

I, the undersigned, a Notary Public of the State of Maryland, hereby certify that before me this day, 1985, personally appeared WILLIAM A. GREEN, who acknowledged himself to be the President of Acquest National Corporation of North America, and that he as such officer, being authorized so to do, executed this foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

Deborah M. Lyle
NOTARY PUBLIC
My commission expires: 7/1/86



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RICHARD D. GELFMAN
LEONORE R. GELFMAN
DAVID M. LYON
*ALSO MEMBER D.C. BAR

Jeffman, Gelfman & Lyon, P.C.
Attorneys at Law
Cohland Ridge Professional Building
9183 Old Chesapeake Road (Rt. 108)
Columbia, Maryland 21045

July 3, 1985

Ms. Jean Jung
Deputy Zoning Commissioner
Room 113
111 W. Chesapeake Ave.
Towson, Maryland 21204

ACQUEST NAT'L. CORP. OF N.A.
85-359-SPH

Re: The Property in Special Hearing #84-178-SPH

Dear Ms. Jung:

Please find the enclosed Memorandum being filed in the above referenced matter.

If a final order is rendered after your review of this Memorandum, I would like to request that sufficient flexibility be included in the order to prevent a re-hearing being necessary because of any CRG requested changes, the Right of Way being provided for the Gephardt family and/or any subsequently approved variance, which may be requested in the future, regarding street widths and sidewalks.

If you have any questions or comments please feel free to contact me.

Sincerely,

GELFMAN, GELFMAN & LYON PA

David M. Lyon
David M. Lyon

DML/cj

RICHARD D. GELFMAN
LEONORE R. GELFMAN
DAVID M. LYON
*ALSO MEMBER D.C. BAR

Jeffman, Gelfman & Lyon, P.C.
Attorneys at Law
Cohland Ridge Professional Building
9183 Old Chesapeake Road (Rt. 108)
Columbia, Maryland 21045

September 13, 1985

Mrs. Jean Jung
Deputy Zoning Commissioner
111 West Chesapeake Avenue
Towson, Maryland 21204

Re: Item # 253 ACQUEST NAT'L. CORP. OF N.A.
Case # 85-359-SPH

Dear Mrs. Jung:

First, I must make reference to the above matter for which, you held a hearing on June 12th, 1985. At this hearing, a plat, different from the one approved with the original Special Exception, was presented for your approval. However, the use of that plat by the developer was contingent upon the acceptability of this mobile home development having subdivided lots for sale in fee rather than for rent. At the end of the hearing, you requested a memorandum from me on that legal issue and continued the hearing so that a new plat for a rental park could be submitted if that became necessary.

At this time, I wish to advise you that the petitioner, Acquest National Corporation of N.A., has decided that the present market conditions favor a rental mobile home park. Therefore, I must request that the hearing be continued until a new plat is ready for submission, which will be in the near future. At that time, I shall forward a copy of same to you with a request for a second hearing date.

Mrs. Jean Jung

Page 2

9/13/85

However, the legal question of whether it is permissible within the present regulations to subdivide and sell lots in a "Mobile Home Park" remains an important issue for my client. Because of the growing need for lower priced housing, this determination will undoubtedly prove to be important to other developers as well as to the general citizenry of Baltimore County. Since this issue has been properly presented at the hearing and in the legal memorandum, I would therefore request that you still render this decision.

Thank you for your cooperation in this matter and if there are any question or comments, please feel free to contact me.

Sincerely,

GELFMAN, GELFMAN & LYON, P.A.

David M. Lyon
David M. Lyon

DML/esp

cc: Susan Gephardt
Sandra Gephardt
Edward E. Lipinski, Jr.
Martin Bogdan
William Green

IGLEHART & McLAUGHLIN
ATTORNEYS AT LAW
807 W. ALLEGHENY AVENUE
P. O. BOX 8850
TOWSON, MARYLAND 21204

June 30, 1986

TELEPHONE:
410-288-0070

FRANCIS M. IGLEHART
J. MICHAEL McLAUGHLIN, JR.
JAN M. McLAUGHLIN
M. CATHERINE WOLLEN
REINERICH J. LOSEMAN, JR.
DAVID J. SMITH
*ADMITTED IN MARYLAND D.C.

County Review Group
Attn: Robert Covahey
County Office Building
Room 319
111 W. Chesapeake Avenue
Towson, MD 21204

Re: I&M File: White Marsh/Middle River Community

Action Committee
Pulaski Mobile Home Park
C.R.G. No.: 86071
I&M File No.: 86-708

Dear Mr. Covahey:

Please be advised this firm represents the White Marsh/Middle River Community Action Committee in the above matter.

This letter sets forth two (2) of the concerns of the client regarding the proposed Pulaski Mobile Home Park proposed by Acquest National Corporation, which is the subject of the application for development filed in the above C.R.G. number, which concerns were raised by us at the pre-C.R.G. meeting held today at 11:00 a.m.

1) Is there any indication in any of the documentation submitted, published, or distributed by Acquest National Corporation the land on which any of the units will be placed will be sold to the person owning the unit? If not, will a prohibition of sale of the land to a unit owner be a requirement to consideration of the application?

2) In any event, does the reality of the proposed development, namely, the type, size, and method of placing each unit on the land compel Baltimore County to acknowledge the development will not be a "mobile" home "trailer" park, rather, that it will be a modular, manufactured, or otherwise named residential development - no different than any other residential neighborhood in the surrounding area - which requires compliance with all the zoning regulations in Baltimore County from which such a development cannot be exempted?

J. EARLE PLUMHOFF
NEWTON A. WILLIAMS
WILLIAM M. HESSON, JR.*
THOMAS J. REINER
WILLIAM P. ENGELHART, JR.
STEPHEN J. NOLAN*
ROBERT L. HANLEY, JR.
ROBERT S. GLUSHAKOW
DOUGLAS L. BURGESS
*ALSO ADMITTED IN D.C.

NOLAN, PLUMHOFF & WILLIAMS
CHARTERED
204 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204
(301) 823-7800

July 15, 1986

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Sandra Gephardt
1311 Mohrs Lane
Baltimore, MD 21220

Mrs. Sue Gephardt
1313 Mohrs Lane
Baltimore, MD 21220

Mr. Martin Bogdan
12153 Bottomwood Road
Baltimore, MD 21220

Mr. Edward E. Lysinski, Jr.
8210 Harford Road
Baltimore, MD 21234

J. Michael McLaughlin, Jr., Esq.
307 W. Allegheny Avenue
Towson, MD 21204

Phyllis Cole Friedman
People's Counsel
Court House - 2nd Floor
Towson, MD 21204

Re: Petition for Special Hearing
Case No.: 85-359-SPH
Continuation of Hearing
Hearing Date: August 6, 1986 at 9:30 a.m.
Petitioner: Acquest National Corporation
of North America
Mohrs Lane and Pulaski Highway

To All Interested Persons:

This is to advise that the hearing on the Petition for Special Hearing in the above captioned case which was adjourned on June 12, 1985, will resume before the Deputy Zoning Commissioner of Baltimore County, Jean M. H. Jung, on the following date:

Date of Hearing: Wednesday, August 6, 1986
Time: 9:30 a.m.
Place of Hearing: Room 106
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

The Petitioner has been advised that there will be no further advertising or posting of this hearing date.

Very truly yours,

Stephen J. Nolan
Stephen J. Nolan
Counsel for the Petitioner

cc: Jean M. H. Jung
Deputy Zoning Commissioner
W. Carl Richards, Jr.
Zoning Commissioner

J. EARLE PLUMHOFF
NEWTON A. WILLIAMS
WILLIAM M. HESSON, JR.*
THOMAS J. REINER
WILLIAM P. ENGELHART, JR.
STEPHEN J. NOLAN*
ROBERT L. HANLEY, JR.
ROBERT S. GLUSHAKOW
DOUGLAS L. BURGESS
*ALSO ADMITTED IN D.C.

NOLAN, PLUMHOFF & WILLIAMS
CHARTERED
204 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204
(301) 823-7800

July 10, 1986

Honorable Jean M.H. Jung
Deputy Zoning Commissioner
for Baltimore County
County Office Building
Towson, Maryland 21204

Re: Case No. 85-359-SPH
Petition for Special Hearing
SE/S Pulaski Hwy., 850' N of the
C/A of Mohrs Lane
Petitioner: Acquest National Corp.
of North America

Dear Commissioner Jung:

Please enter the appearance of Stephen J. Nolan and Nolan, Plumhoff & Williams, Chartered as co-counsel for the Petitioner in the above-captioned case with Lenore R. Gelfman of Gelfman & Gelfman, P.A.

This letter is also to request that this matter which was continued in September, 1985 at the request of Petitioner's former counsel, David Lyon, Esquire, be rescheduled for a hearing as soon after August 3 as your calendar will permit.

It is my understanding that you had advised Mr. William Green, President of the Petitioner-corporation, that the hearing could be resumed on an expedited basis and possibly within a few weeks.

For your information, the County Review Group approved the Petitioner's final development plan, as revised July 1, 1986, at the CRG meeting held today, subject to compliance with certain final comments of Baltimore County departments and subject also to satisfying the zoning requirements which are pending within the upcoming zoning hearing.

Honorable Jean M.H. Jung
July 10, 1986
Page 2

We greatly appreciate your kind assistance in scheduling an early hearing date.

Very truly yours,
Stephen J. Nolan
Stephen J. Nolan

SJN/emd

cc: Mr. W. Carl Richards, Jr.
Zoning Coordinator

Phyllis Cole Friedman
People's Counsel

J. Michael McLaughlin, Jr., Esquire

Lenore R. Gelfman

Wesley Daub, P.E.

Whitman, Reppardt & Associates

Mr. William A. Green



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

ARNOLD JABLON
ZONING COMMISSIONER

August 8, 1986

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

Stephen J. Nolan, Esquire
204 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: Bonnie Brook Mobile Home Park
(Formerly the Pulaski Mobile Home
Park, Case #85-359-SPH)
New Case # 87-136-XA

Dear Mr. Nolan:

This letter is to confirm that a hearing will be held on the above referenced case on Thursday, September 25, 1986, beginning at 9:30 AM. It is our understanding that the hearing is anticipated to run approximately three hours. Accordingly, we have reserved our hearing room for the entire day.

If you have any questions on the subject, please do not hesitate to contact my office.

Very truly yours,

Jean M.H. Jung
JEAN M. H. JUNG
Deputy Zoning Commissioner

JMH:jbs

cc: Michael McLaughlin, Esquire
102 W. Pennsylvania Avenue, Suite 603
Towson, Maryland 21204

Ms. Phyllis Friedman

File

MEMORANDUM

TO: Robert Covahey
Public Services Bureau
Room 319

DATE: July 9, 1986

FROM: W. Carl Richards, Jr.
Zoning Coordinator

SUBJECT: Pulaski Mobile Home Park
CRG #86071
Item File #86-708

This office is in receipt of a letter to you, forwarded to us, by your office, from J. Michael McLaughlin, Jr., dated June 30, 1986, concerning the above referenced property development. Two questions were raised relating to the sale of the lots and the type of units proposed.

"his property has been the subject of 3 zoning hearings, the latest 85-359-SPH includes a petition for a special hearing to approve:

"An amendment to the site plan in case #86-178-SPH and case #82-50XA to allow a change to the layout of the proposed trailer park and to amend the restrictions applicable to the latter case and to determine if the existing dwelling can be sold as a separate property and thereby reduce the area of the original special exceptions."

In addition attorney David Lyon represented in letter and brief that his client Acquest National Corporation of N.A. considers the sale of the lots as a matter of public record available for review. The latest hearing 85-359-SPH was originally held on 6/12/85. The hearing will be continued following the review of any approved plan. All original protestants will be notified of the date and time of the continued hearing. Also, any other interested representative may request notification by writing to the zoning office and referencing the hearing case number.

As a member of the C.R.G., my comments on the latest plan (revised 7/1/86) are attached. Also attached are definitions of "trailer" and "trailer park" for which the property has been zoned. These definitions are located in section 101 of the B.C.Z.R. There is no prohibition of the sale of lots within a trailer park in the B.C.Z.R. If this interpretation is not agreed with, any interested person may petition the zoning commissioner for a public hearing concerning the sale of lots within a trailer park.

July 9, 1986
Page Two

In this particular case, the latest plan submitted to the C.R.G. (revised 7/1/86) indicates that all the lots are for rental.

The Deputy Zoning Commissioner's decision will address the questions presented in the petition for special hearing and will be based on the evidence and testimony presented. It will determine the maximum allowed size and location envelope for each unit.

cc: J. Michael McLaughlin, Jr., Attorney
Telehart & McLaughlin
307 W. Allegheny Avenue
Towson, Maryland 21204

Susan J. Carrell, Chief
Current Planning & Development

MS022

101

Town-center distributor-bypass road: An arterial street which is designed to distribute traffic to a town center as well as to carry traffic around and away from a center, and which is designated by the Planning Board as a town-center distributor-bypass road. [Bill No. 40, 1967.]

Trailer (or Mobile Home): Any of the various types of vehicles or mobile homes, with or without motive power, including small structures transportable by a pickup truck or similar vehicle, which are used for human habitation or for business purposes, but excluding vehicles used only for transportation of materials, products, or animals. A trailer (or mobile home) shall still be regarded as such even though its mobility may have been eliminated by removing its wheels, or otherwise, and placing it on a stable foundation, or rigid supports. Recreational vehicles, as defined herein, are excepted from this definition. [B.C.Z.R., 1955; Bills No. 145, 1959, Subsec. 415.5; No. 109, 1964; No. 29-74.]

Trailer Park: A tract of land specifically planned and equipped to accommodate residential trailers for temporary or continuing occupancy, including all buildings, structures, tents, vehicles, utilities, and accessories used or intended as equipment for such trailer park. [B.C.Z.R., 1955.]

"Truck Terminal" and definition added by Bill No. 61, 1967; deleted by Bill No. 18-76)

Trucking facility: A structure or land used or intended to be used primarily A) to accommodate the transfer of goods or chattels from trucks or truck trailers to other trucks or truck trailers or to vehicles of other types, in order to facilitate the transportation of such goods or chattels; or B) for truck or truck-trailer parking or storage. A trucking facility may include, as incidental uses only, sleeping quarters and other facilities necessary space for the transitory storage of goods or chattels. The term "trucking facilities" includes facilities for the storage of freight-shipping containers designed to be mounted on chassis for part or all of their transport, but does not include a warehouse, moving and storage establishment, or truck stop. Land used for the parking, storage or repair of trucks used as an accessory to a lawful business or industrial use of the land that such parking or storage area forms a part of shall not be considered a trucking facility within the meaning of this definition. As used in this definition, the terms "trucks", "truck trailers", and "truck tractors" do not include any vehicle whose maximum gross weight is 10,000 pounds or less, as rated by the State Motor Vehicle Administration. [Bill Nos. 18-76; 218-80]

Trucking facility, Class I (Truck terminal): A trucking facility whose primary purpose is to accommodate the transfer of goods or chattels from trucks or truck trailers to other trucks or truck trailers or to vehicles of other types, in order to facilitate the transportation of such goods or chattels. [Bill No. 18-76]

Trucking facility, Class II: A trucking facility other than a Class I trucking facility, including a truck yard (the primary purpose of which is to accommodate the parking or storage of trucks, truck trailers, or truck tractors. [Bill No. 18-76]

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County Review Group
Attn: Robert Covahey
June 30, 1986
Page two

It should be noted a trailer park is limited to land zoned MH following the grant by the Office of Zoning for Baltimore County. Land thuly zoned, MH, does not otherwise permit residential units.

Should you have any questions, please do not hesitate to contact this office. Thank you for your consideration.

Very truly yours,

J. Michael McLaughlin, Jr.
J. Michael McLaughlin, Jr.

JEM/ljh

BALTIMORE COUNTY, MARYLAND

SUBJECT: COUNTY REVIEW GROUP COMMENTS DATE: July 10, 1986
(cont. from 4/30/86 and 4/24/86)

FROM: ZONING OFFICE

PROJECT NAME: PULASKI MOBILE HOME PARK REVISED PLAN: 07/01/86

LOCATION: SE/S Pulaski Highway NE of Mohr's Lane REV: REV:

DISTRICT: 15th Election District REVISED PLAN KEY: COMPLIANCE WITH COMMENT CHECKED NON-COMPLIANCE IS CIRCLED ADDITIONAL COMMENTS ADDED LAST

- 1) All previous comments have been complied with except:
 - a. List zoning as M.H. in the notes
 - b. Correct Note #9 from ML to MH (F.A.R.)
 - c. Correct zoning from ML-CS-1 to BR-CS-1 on the corner of Mohr's Lane and Pulaski Highway.
 - d. In the Susquehanna Transmission Co. Property - List Variance Granted not requested.

2. Correct a comment made in error:

After the zoning history note that the original protestants will be notified of a continued hearing and any other interested representative upon written request to the zoning office referencing the case #85-359-SPH. The property will not be reposted.

W. Carl Richards, Jr.
Zoning Coordinator

BALTIMORE COUNTY, MARYLAND

SUBJECT: COUNTY REVIEW GROUP COMMENTS DATE: April 30, 1986

FROM: ZONING OFFICE

PROJECT NAME: PULASKI MOBILE HOME PARK PLAN: 3/4/86

LOCATION: SE/S of Pulaski Highway, NE of Mohr's Lane REVISED PLAN: 4/18/86

DISTRICT: 15th Election District PLAT:

1. Compliance with Comment #1 made on the 3/4/86 plan and F.A.R. in Note #9.
2. Indicate the number of lots that would not adhere to the setbacks shown in the typicals and show them by filling in the symbol or creating a new symbol.
3. In the transmission line, list the 15-foot variance granted in Case No. 82-50-XA.
4. Inclusion of any approved C.R.G. plans into the zoning case file 85-359-SPH.
5. Inclusion of Comment #4 made on the 3/4/86 plan.

WCR:tg

W. Carl Richards, Jr.
Zoning Coordinator

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3211

NORMAN E. GERDER
DIRECTOR

The Honorable Helen D. Bentley
The Shell Building, 4th Floor
200 E. Joppa Road
Towson, Maryland 21204

Re: Pulaski Mobile Home Park

Dear Mrs. Bentley:

ACQUEST NAT'L CORP. OF N.A.

In response to your letter concerning the proposed Pulaski Mobile Home Park, I have reviewed the issues regarding this development and offer the following information. The development proposal is for 200 mobile homes and one single-family dwelling on 17.9 acres of land. The site is zoned M.H. - 1.M. (Manufacturing Heavy - Industrial Major). In addition, a Special Exception for the Mobile Home Park use for the property was granted by the Zoning Commissioner on November 12, 1981 (Zoning Petition No. 82-50-XA). Further, a Special Hearing for a 3-year extension of the time period for the utilization of the Special Exception, from November 12, 1983 to November 12, 1986, was granted by the Zoning Commissioner on January 9, 1984 (Zoning Petition No. 84-178-SPH). A Special Hearing for Mobile Home Park and to amend restrictions is currently pending before the Deputy Zoning Commissioner (Zoning Petition No. 85-359-SPH). A copy of the zoning history is attached. It is important to emphasize that the mobile home park use has been granted through the zoning hearing process and cannot be reversed by the County Review Group (CRG). The Zoning Petition No. 85-354-SPH is a request for an amendment to the site plan only; the special exception of the use has been granted already.

The responsibility of the CRG is to review the plan for compliance with all County standards and laws as defined in the Baltimore County Development Regulations. If the plan complies with the laws and standards, the CRG has no option but to approve the plan. This concept plan approval gives the developer the right to proceed with more detailed processing reviews through County agencies, such as road construction drawings, stormwater management detail, etc. The CRG has three options for decision at the meeting:

- 1) Approve the plan because it does comply with County standards,
- 2) Deny the plan because it does not comply with County standards, or
- 3) Continue the meeting for more information or resolution of issues.

BALTIMORE COUNTY, MARYLAND

SUBJECT: COUNTY REVIEW GROUP COMMENTS DATE: April 24, 1986

FROM: ZONING OFFICE

PROJECT NAME: PULASKI MOBILE HOME PARK PLAN: 3/4/86

LOCATION: SE/S of Pulaski Highway, NE of Mohr's Lane DEVELOPMENT PLAN:

DISTRICT: 15th Election District PLAT:

1. The zoning of the property should be listed as M.H.-I.M. and the zoning of the adjoining NE/corner of Pulaski Highway and Mohr's Lane should be listed as BR-CS-1 instead of ML-CS-1.
2. Include the zoning case history on the plat:

82-50-XA 8/27/81 11/12/81	Hearing for Special Exception for trailer park Order for Special Exception GRANTED with restrictions; Order for Variance GRANTED by Deputy Zoning Commissioner
84-178-SPH 1/16/84 1/19/84 2/17/84 4/3/84	Special Hearing for utilization of Special Exception to be extended for three (3) years from 11/12/83 Ordered by Zoning Commissioner that Special Hearing be GRANTED Appealed by People's Counsel - \$85.00 paid Pursuant to People's Counsel filing a Motion for Dismissal, Board of Appeals hereby DISMISSED this case's appeal
85-359-SPH 2/27/85	Accepted for filing - Special Hearing for an amendment to the site plan in Special Exception Case No. 82-50-XA and 84-178-SPH to change the layout of the trailer park and amend the restrictions. Hearing held Continuation requested by David M. Lyon, Attorney for Owner
3. The current plan and layout has changed from the revised 6/12/85 plan, Petitioner's Exhibit 2, included in the current continued case. The 75 ft. required setback was not shown in the areas not covered by the original variance. This requirement would render some of the lots shown useless, unless additional variances were applied for and reposting and readvertising would be required for this additional request. Also, the 25 ft. required separation between trailers should be shown on the typicals and the proposed trailer pads should be included as on all previous plans.

FEB 24 1987

April 24, 1986

4. Any zoning approval of the revised plan as submitted would be contingent upon the current Special Hearing being granted and be subject to any original restrictions in force, any changed restrictions, or any new restrictions.

W. CARL RICHARDS, JR.
Zoning Coordinator

WCR:bg

Helen D. Bentley

- 2 -

June 9, 1986

The CRG does not have the authority to modify existing zoning or reverse the decision of the Zoning Commissioner. I must now refer back to my earlier statement that the mobile home park use has been granted by the Zoning Commissioner, and the CRG has no legal authority to reverse that decision.

The CRG meeting held on April 24, 1986 was continued for 3 reasons:

- 1) The need for legal advice regarding the status of an existing right of way owned by the adjacent Gebhart property through this site to Mohr's Lane,
- 2) County investigation into the status of the pumping station and related sewer problem, and
- 3) Resolution of traffic and access by the County Department of Traffic Engineering and the State Highway Administration.

A recent memorandum from the Department of Traffic Engineering is attached regarding the traffic issue. I am also enclosing a letter from Mr. Hutchinson, County Executive to Mrs. Hooper for your information.

In response to Mrs. Hooper's statement regarding the Regional Planning Council's General Development Plan, the metropolitan area is currently operating under the 1982 RPC General Development Plan. In this text there are favorable comments relative to mobile homes as one alternative to affordable housing (copy attached). This same statement is also included in the Baltimore County 1979-1990 Master Plan Volume III and Community Preservation Plan (copy attached). The proposed revisions to the General Development Plan contain one reference to mobile home parks, a projection chart showing number and percent of change in housing unit by unit type. The chart shows no change for Baltimore County to year 2000. The text which references this chart discusses projections of trends (copies attached). This means that Regional Planning Council is projecting that current trends will continue regarding mobile home parks since there are few in existence in Baltimore County at the present time. This does not mean that Regional Planning Council is recommending prohibition. In addition, according to Mr. David Gay, Deputy Director of Regional Planning Council and author of the proposed 1986 General Development Plan, there is no adverse statement in the proposed text concerning mobile home parks in Baltimore County.

To date, a continued CRG meeting has not been scheduled. All of the citizens who attended the first CRG meeting will be notified of the meeting 15 days prior to the scheduled date. The law dictates that the continued meeting be confined to the resolution of the three issues referenced above for the continuance. I must reiterate, that if the issues are resolved, and the Plan is found to meet all County standards,

Helen D. Bentley

- 3 -

June 9, 1986

the CRG has no option but to approve the plan. While I can understand the concerns of the citizens, the CRG has limited authority under the law. The law does provide for an appeal from the CRG decision to the Board of Appeals under Baltimore County Code 22-63. Under this provision, the CRG decision is presumed correct, and the burden of proof is upon the appellant to prove that the decision was arbitrary, capricious, procured by fraud or otherwise illegal. An appeal may be taken on a final action by the CRG only. A continuance of the meeting is not a final action.

If you need additional information, please contact me.

Sincerely,

Norman E. Gerber, AICP
Director

NEG:slm

enclosures

cc: The Honorable Donald P. Hutchinson
James Markle
Steve Collins
George Whitman, SHA
Jean Jung, Deputy Zoning Commissioner
Susan Carrell
CRG File W-415
David Gay, Deputy Director, RPC



Maryland Department of Transportation
State Highway Administration

William K. Hallmann
Secretary
Hal Kassoff
Administrator

March 16, 1985

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

Attn: Mr. N. Commodari

Re: ZAC Meeting of 3-12-85
ITEM: #253.
Property Owner: Acquest National Corp. of N.A.
Location: SE/S Pulaski Highway, Route 40-E, 700' N. Mohr's Lane
Existing Zoning: M.H.-1M
Proposed Zoning: Special Hearing to approve an amendment to the site plan in Case No. 82-50-KA to allow a change to the layout of the proposed trailer park and to amend the restriction applicable to the latter case.
Acres: 47.935
District: 15th

Dear Mr. Jablon:

On review of your submittal of 2-6-85 for the proposed Mobil Home Park, the State Highway Administration finds the proposed directional Right Turn In and Right Turn Out Entrance located 1,000' north of Mohr's Lane on the S/E side of Pulaski Highway generally acceptable.

The 300' frontage on Pulaski Highway, Route 40-E must be improved with S.H.A. Type "A" concrete curb and gutter, 15' from the edge of the traveled way of Route 40-E with a 10:1 taper to meet the existing edge of roadway.

My telephone number is (301) 659-1350

Teleprinter for impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-482-2062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

Mr. A. Jablon

-2-

March 16, 1985

The State Highway Administration strongly recommends to the developer that all access be directed to the site by way of Mohr's Lane.

If the State Highway Administration finds the directional access is being used in an abusive manner the State Highway Administration will request the owner to resolve the problem immediately.

If there is a second occurrence of misuse of the directional entrance, the State Highway Administration will take immediate steps to eliminate the problem.

All work within the S.H.A. Right-of-Way must be through S.H.A. permit with the posting of a bond or letter of credit to guarantee construction.

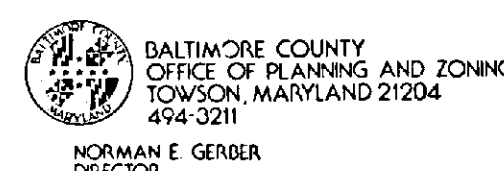
Very truly yours,

Charles Lee, Chief
Bureau of Engineering
Access Permits

By: George Wittman

CL:GW:maw

cc: Mr. J. Ogle



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

APRIL 19, 1985

Re: Zoning Advisory Meeting of March 12, 1985
Item # 253 ACQUEST NATIONAL CORP. OF N.A.
Property Owner
Location: SE/S Pulaski Hwy. 700' N. MOHR'S 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.
- ☒ 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 26-98 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 _____.
- ☒ Landscaping: Must comply with Baltimore County Landscape Manual. The property is located in a deficient service area as defined by §11-178-79. 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 "D" level intersection as defined by §11-178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.
- ☐ Additional comments: _____

Eugene A. Bober
Chief, Current Planning and Development

cc: James Howell



BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3550

STEPHEN E. COLLINS
DIRECTOR

March 14, 1985

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

Item No. 253 -ZAC- Meeting of March 12, 1985
Property Owner: Acquest National Corp. of N.A.
Location: SE/S Pulaski Highway 700' N. Mohr's Lane
Existing Zoning: M.H.-1M
Proposed Zoning: Special Hearing to approve an amendment to the site plan in Case No. 82-50-KA to allow a change to the layout of the proposed trailer park and to amend the restrictions applicable to the latter case.
Acres: 47.935
District: 15th

Dear Mr. Jablon:

This Department has reviewed the site plan and has the following comment. 1. The plan should be revised to show the access to Farmers Market and Mohr's Lane.

2. Mohr's Lane from Pulaski Highway to the edge of this site should be improved to 24 feet wide.

3. A left turn lane should be built on Pulaski Highway to serve the southbound to eastbound movement.

4. The traffic signal at Mohr's Lane and Pulaski Highway will have to be studied to see what changes are necessary and the developer will be responsible for the cost of any changes necessary.

5. The northwest leg of the first intersection of the proposed extension of Mohr's Lane must be closed due to a sight distance problem on the curve.

Michael S. Flanigan
Traffic Engineering Assoc. II

MSF/ccm

BALTIMORE COUNTY DEPARTMENT OF HEALTH

Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Zoning Item # 253, Zoning Advisory Committee Meeting of March 13, 1985
Property Owner: Acquest National Corp. of N.A.
Location: SE/S Pulaski Highway District 15
Water Supply: public Sewage Disposal: public

COMMENTS ARE AS FOLLOWS:

- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
- () Prior to new installation/s of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation/s before work begins.
- () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
- () A permit to construct from the Division of Air Pollution Control is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.
- () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
- () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other appurtenances pertaining to health and safety, two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
- () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
- () If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

FEB 24 1987

Zoning Item # 253 Zoning Advisory Committee Meeting of March 12, 1985
Page 2

- () Prior to raising of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 494-3768.
- () Soil percolation tests (have been/must be) conducted.
The results are valid until _____
Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- () Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test shall be valid until _____
Is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Applications.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- (x) If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted.
- (x) Others Owner should contact this office at 494-3768 regarding the above comment.
CONTACT PERSON: STEVE ADAMSKI

Jan J. Forrest
Jan J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

SS 20 1283 (2) R

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2586
494-4300

PAUL H. REINCKE
CHIEF

March 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: Acquest National Corp. of N.A.

Location: SE/S Pulaski Hwy. 700' N. Mohr's La.

Item No.: 253

Zoning Agenda: Meeting of 3/12/85

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.

- (x) 1. Fire hydrants for the referenced property are required and shall be located at intervals of 500 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.

- (x) 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.

Site and fire protection shall be in accordance with NFPA 501A, 1977 Ed.

- (x) 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.

- () 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED BY: *Paul H. Reincke* Noted and Approved: *Roy W. Kemmer*
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204-2510
494-5010

March 20, 1985

TED JALESKI, JR.
DIRECTOR

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

Dear Mr. Jablon:

Comments on Item #253 Zoning Advisory Committee Meeting are as follows:

Property Owner: Acquest National Corporation of N.A.
Location: SE/S Pulaski Highway 700' N. Mohr's Lane
Existing Zoning: C-1
Proposed Zoning: C-2
Special hearing to approve an amendment to the site plan in Class II, C-2-SU-XA to allow a change to the layout of the proposed trailer park and to amend the restrictions applicable to the latter case.

Address: 47-935
District: 15th.

The items checked below are applicable:

- (x) 1. All structures shall conform to the Baltimore County Building Code 1981/Council Bill 1-82 State of Maryland Code for the Handicapped and Equal and other applicable Codes.

- (x) 2. A building/ & other miscellaneous permit shall be required before beginning construction.

- () 3. Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal 12/16 not required. Non-reproduced seals and signatures are required on Plans and Technical Data.

- () 4. Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer seal are required to file a permit application.

- (x) 5. An exterior wall erected within 610 for Commercial uses or 310 for One & Two Family use group of an adjacent lot line shall be of one hour fire resistive construction, no openings permitted within 310 of lot lines. A fire wall is required if construction is on the lot line, see Table 401, line 2, Section 1407 and Table 1402, also Section 903-2.

- (x) 6. Requested variance appears to conflict with the Baltimore County Building Code, Section 4.

- (x) 7. 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.

- (x) 8. Before this office can comment on the above structure, please have the owner, thru 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.

- (x) 9. Comments - Mobile units shall comply with Section 613.0 of the 1981 B.O.C.A. Code if construction is started after its effective date which is approximately 4/26/85.

NOTES: 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 150 (Plans Review) at 111 W. Chesapeake Ave., Towson.

Very truly yours,
Charles E. Burnham
Charles E. Burnham, Chief

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

May 31, 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 Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

Mr. William A. Green
6485 Meadowridge Road
Baltimore, Maryland 21227

RE: Item No. 253 - Case No. 85-359-SPH
Petitioner - Acquest National Corp. of N.A.
Special Hearing Petition

Dear Mr. Green:

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.

This petition was scheduled with the understanding that your engineer has satisfied all comments from the Department of Traffic Engineering. Since I was unable to verify this with Mr. Flanigan of said department, his comments should be discussed at the hearing.

In addition and as indicated to your engineer, no trailer may be located within 50 feet of the right of way of Mohr's Lane, and all restrictions in the previous cases should be listed on the site plan.

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 scheduled accordingly.

Very truly yours,

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

NEC:bcc
Enclosures
cc: Cassell Engineering
1015 Tricking Brook Road
Cockeysville, Md. 21030

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
Date: June 3, 1985
Norman E. Gerber, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petitions No. 85-348-A, 85-355-SPH and 85-359-SPH

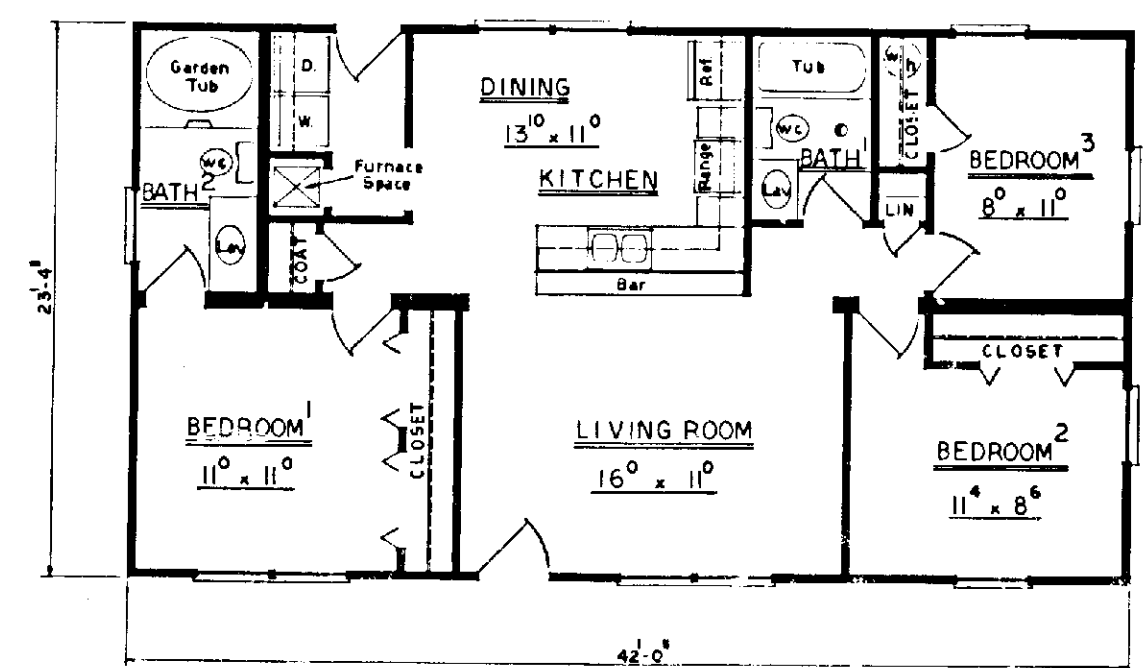
Assuming compliance with the comments of the Division of Current Planning and Development's representative on the Zoning Plans Advisory Committee, this office is not opposed to the granting of the subject request.

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

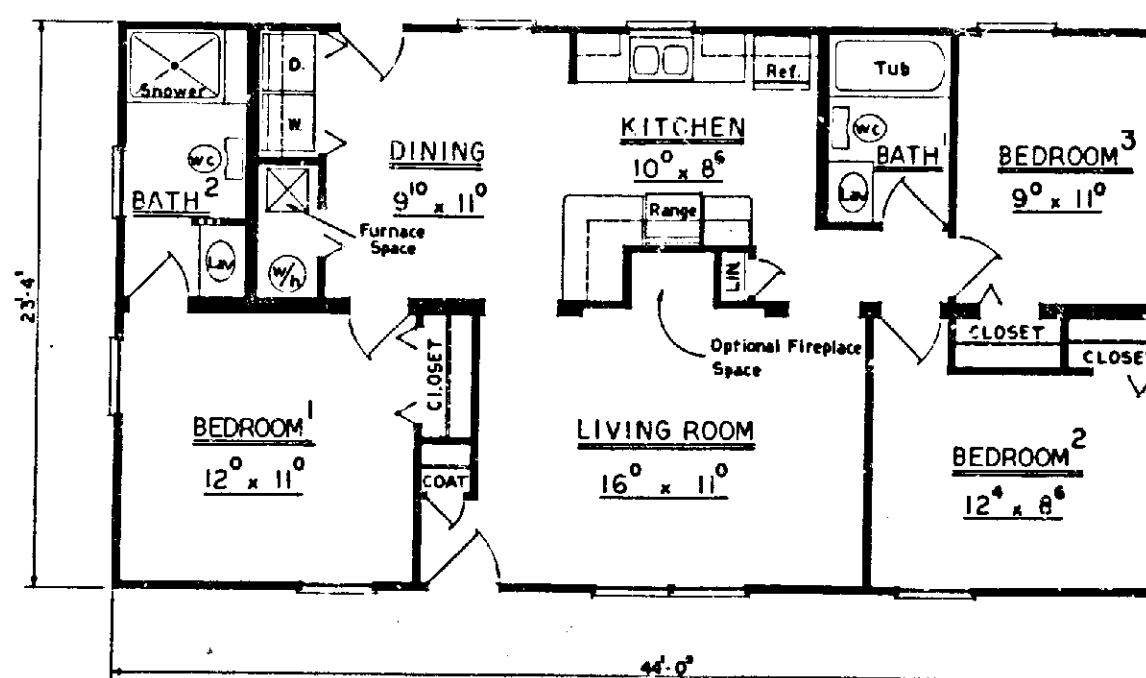
NEG:JGH:r1m

STAR CREST SERIES

Virginia Homes Manufacturing Corp.
P.O. Box 410
Boynton, Virginia 22017
Telephone 804 738 6107



STARCREST

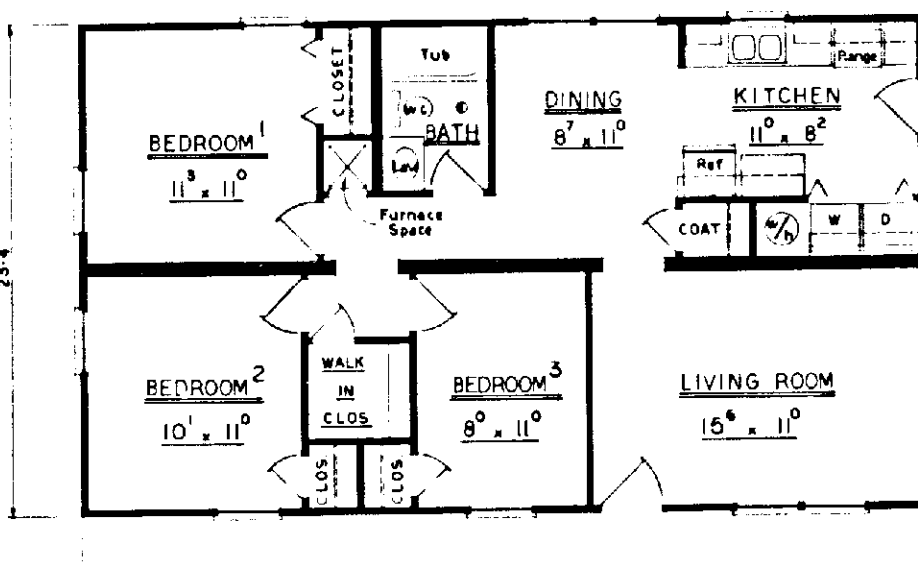


STARCREST II
Elevation shown on front.

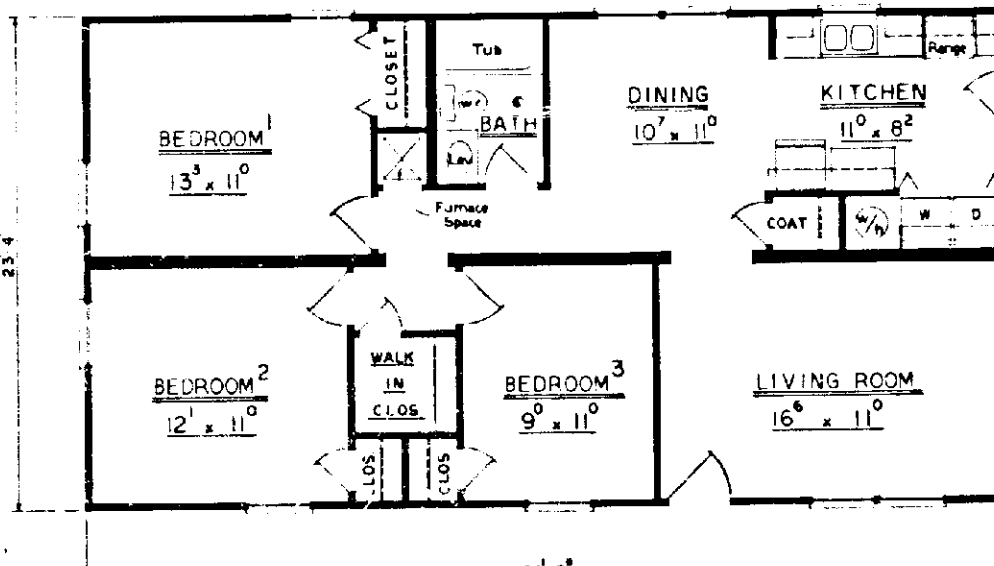
Prices and specifications subject to change without notice or obligation.

VIRGINIA SERIES I

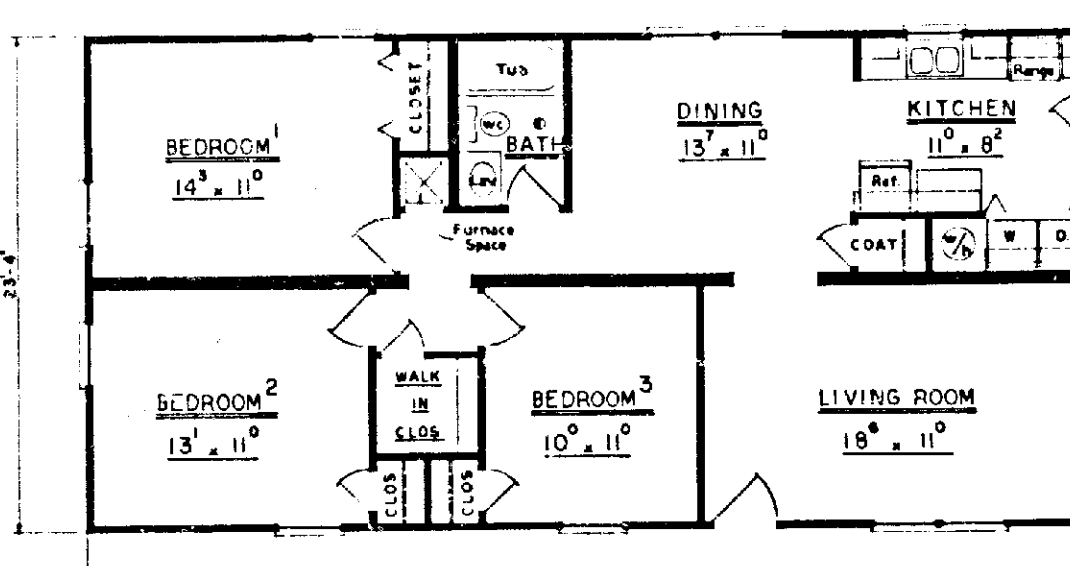
Virginia Homes Manufacturing Corp.
P.O. Box 410
Boynton, Virginia 22017
Telephone 804 738 6107



SOUTHSIDE PLAN NO. 7806-3

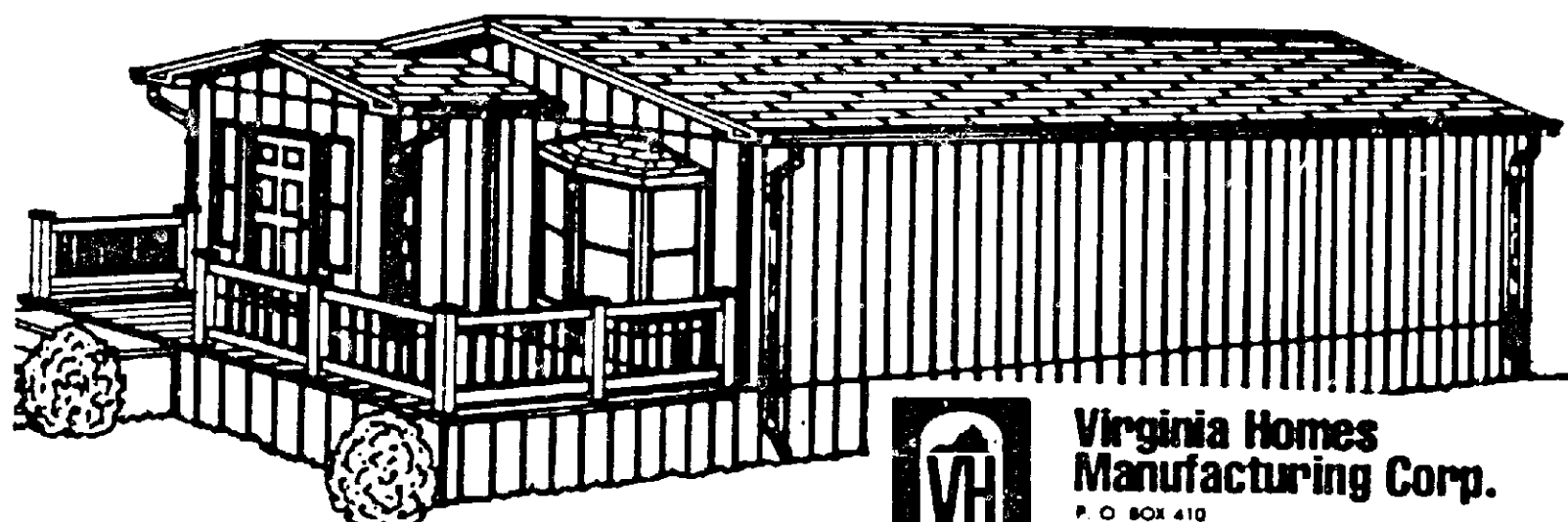


PIEDMONT PLAN NO. 7806-4
Elevation shown on front.

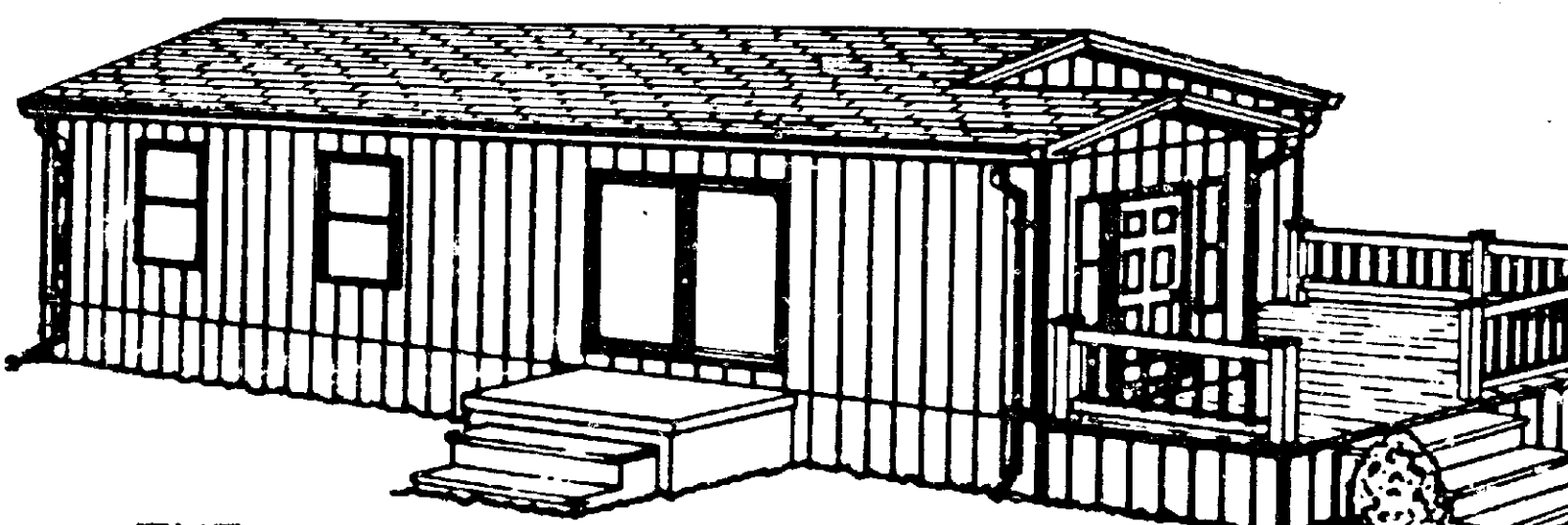


BLUERIDGE PLAN NO. 7806-6

Prices and specifications subject to change without notice or obligation.



Virginia Homes Manufacturing Corp.
P.O. Box 410
Boynton, Virginia 22017
Telephone 804 738 6107



THE MEADOWS
2452 -

- 8311 - 1

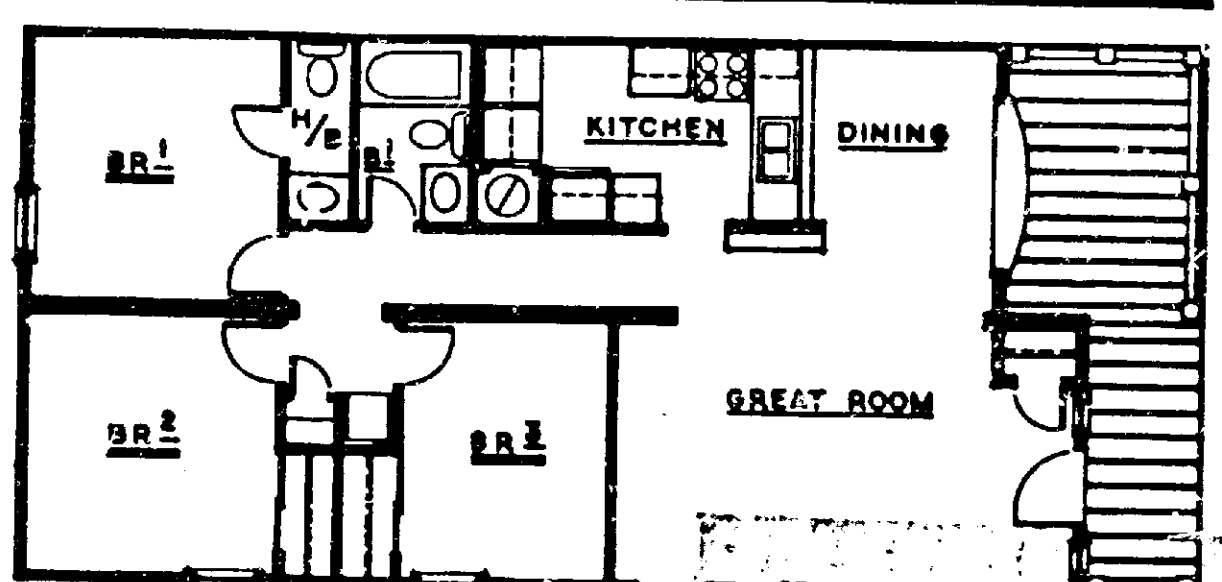
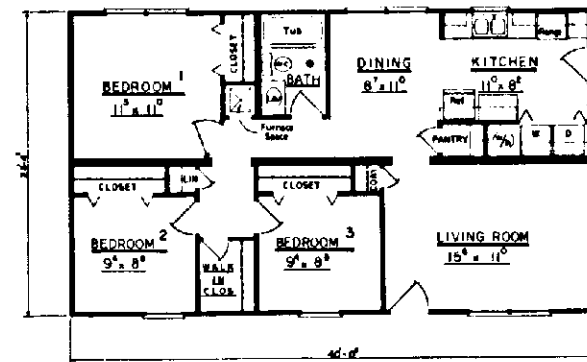
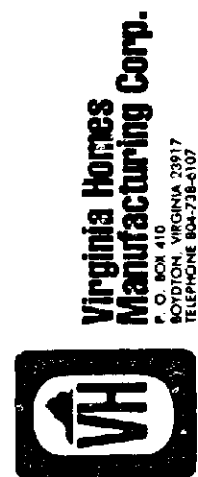


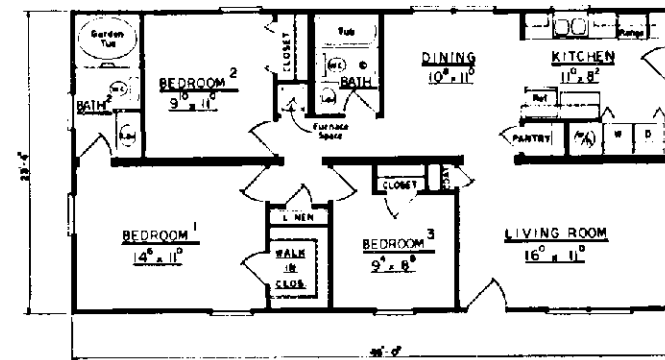
EXHIBIT 4

FEB 24 1987

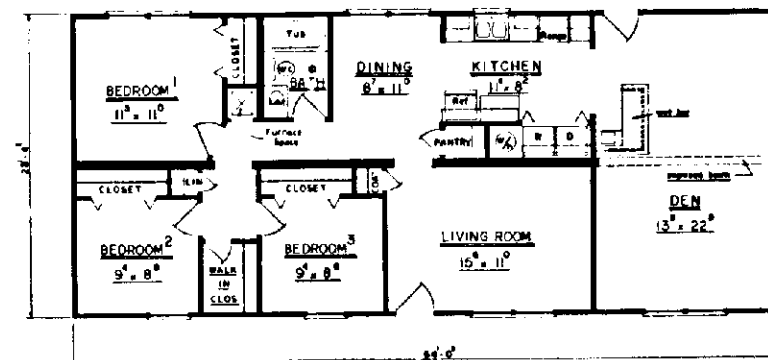
PARK ROYALE SERIES



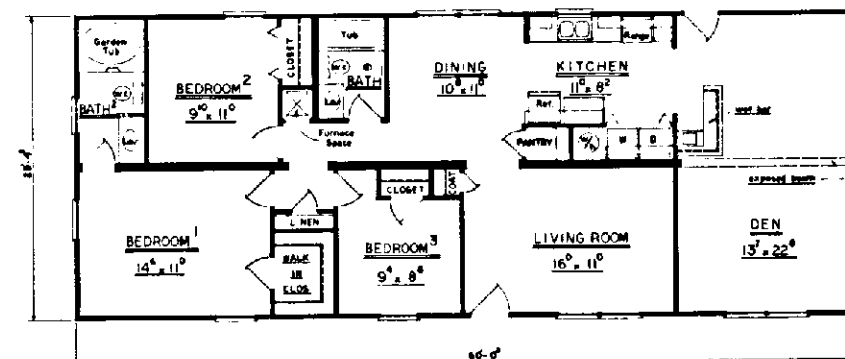
MARK I PLAN NO. 7805-2



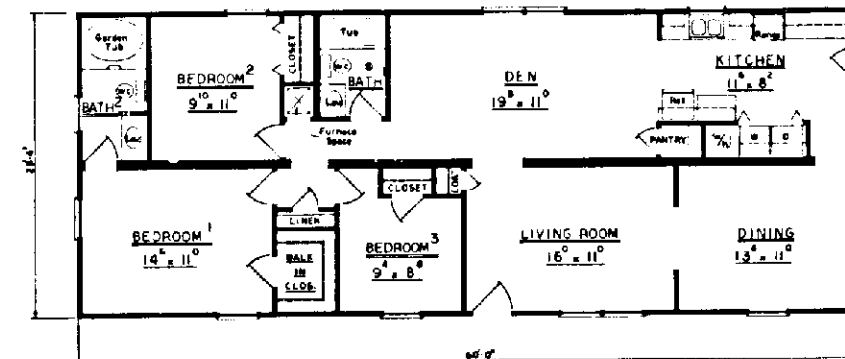
MARK II
PLAN NO. 7805-3



MARK III
PLAN NO. 7805-4



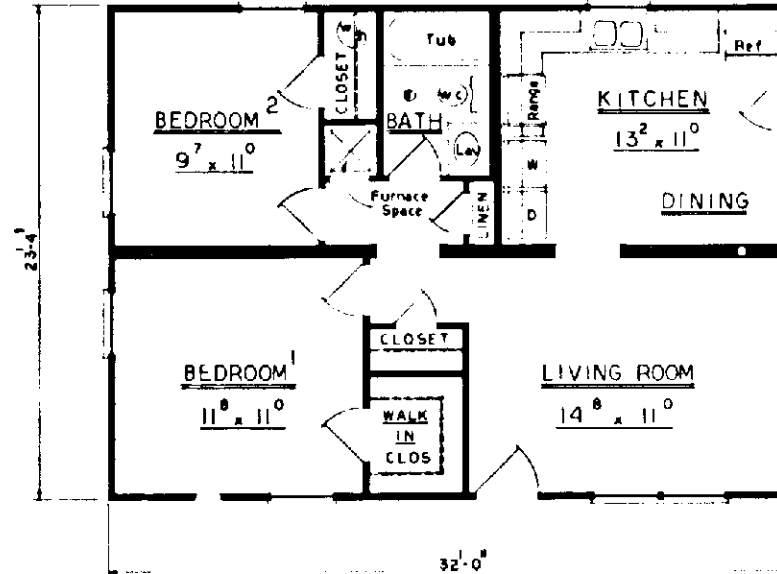
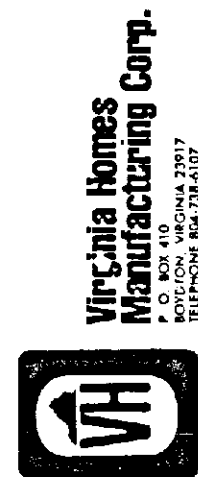
MARK IV
PLAN NO. 7805-5
Elevation shown on front.



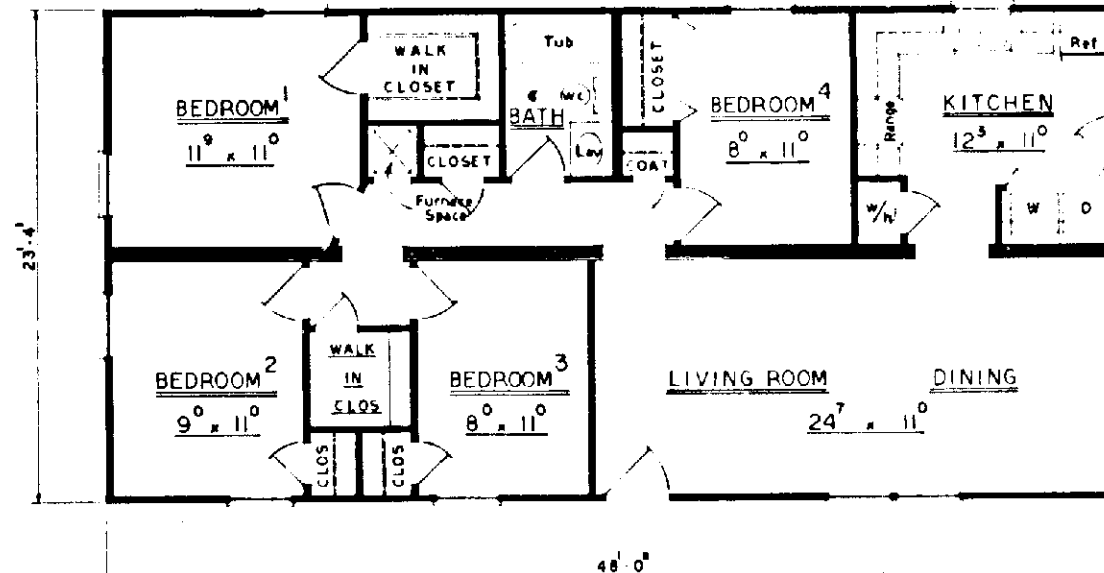
MARK V
PLAN NO. 7805-6

Prices and specifications subject to change without notice or obligation.

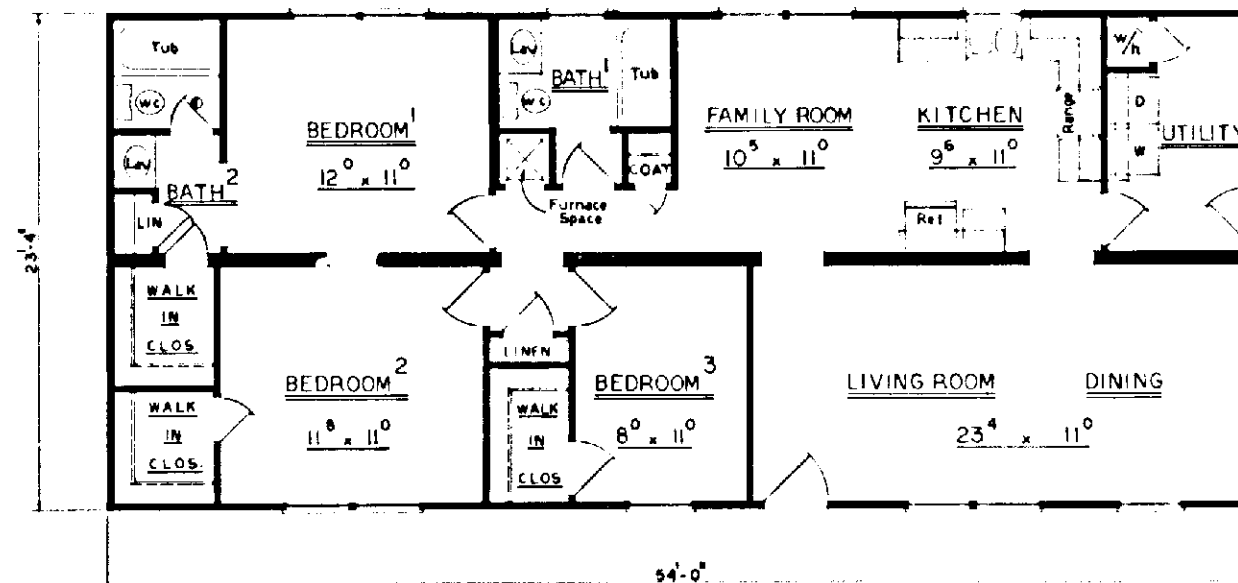
VIRGINIA SERIES II



SHENANDOAH PLAN NO. 7806-2



TIDEWATER PLAN NO. 7806-5
Elevation shown on front.



APPALACHIAN PLAN NO. 7806-9

Prices and specifications subject to change without notice or obligation.

85-359-SPH

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
7th day of May, 1985.

Arnold Jablon
ARNOLD JABLON
Zoning Commissioner

Petitioner Request National Corp. of N.A. Received by: *Nicholas B. Commodari*
Petitioner's Attorney: _____
Nicholas B. Commodari
Chairman, Zoning Plans
Advisory Committee

FUTURE CHANNELIZED ENTRANCE @ PULASKI HIGHWAY

- Owner to widen the entrance and install SHA Type "A" Concrete Curb and Gutter offset 15' from the traveled edge with 10:1 taper @ ends.
 - Owner to construct a right-turn, right-turn-out concrete median according to State Specifications.
 - This proposed entrance will not be constructed until such time as the nearby opening in the Pulaski Highway Jersey barrier is closed and a new opening is constructed at Reames Road.
 - The number of dwellings being served by Mohr's Lane will be restricted to 200 (including the existing residences on Mohr's Lane) until this entrance is constructed.
- The seven lots closest to this proposed entrance (likewise shall not be constructed until the aforementioned median break is relocated. A Jersey barrier barricade shall be installed as shown to prevent any access between the trailer park and Pulaski Highway until this entrance is constructed.

Developer to be responsible for any traffic signal changes necessary.

Developer to widen and rehabilitate Mohr's Lane to 24' from his property to Pulaski Highway.

Taper 15' to 1' to existing pavement.

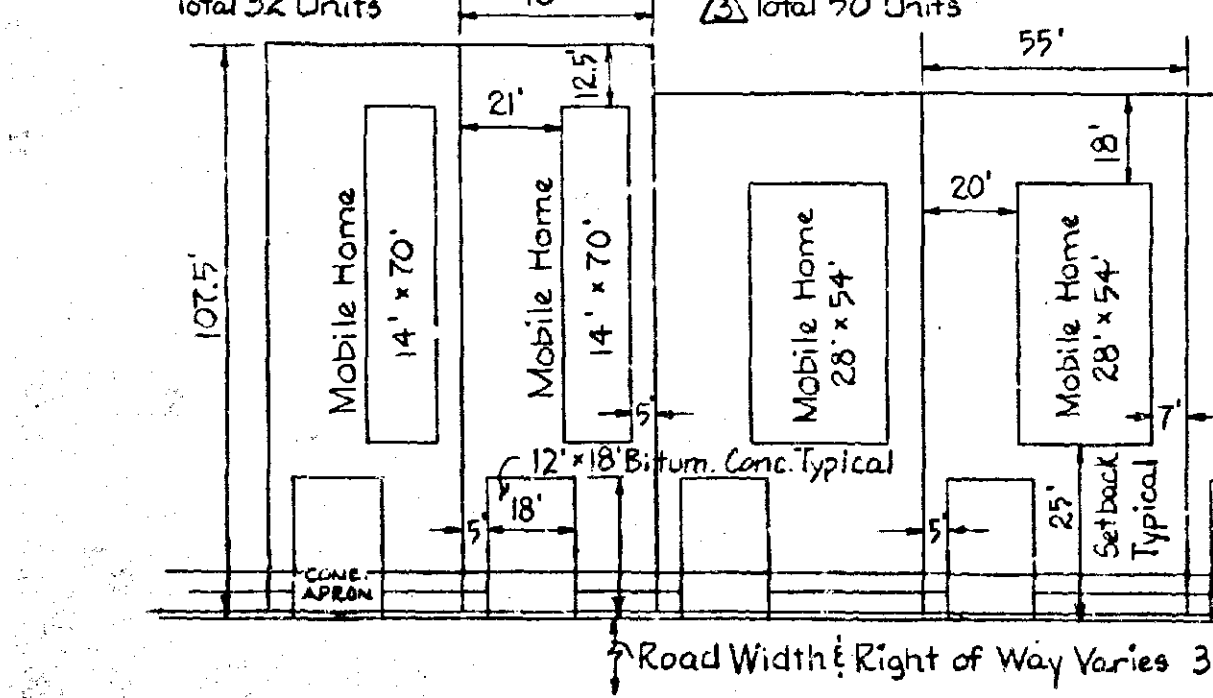
Developer to relocate Fire Hydrant N 21° 56' 10" E 40.25'

Developer to widen Mohr's Lane in the shaded area north of ex. paving for the proposed 60' R.O.W. beginning here.

Fire Flow Test Location: Mohr's Lane 1st Hyd. E/O Pulaski Hwy. Date: 11/20/84 Pressure: Static 101 Residual 54 Flow: 2220 GPM

TYPICAL LOT LAYOUT
Not To Scale

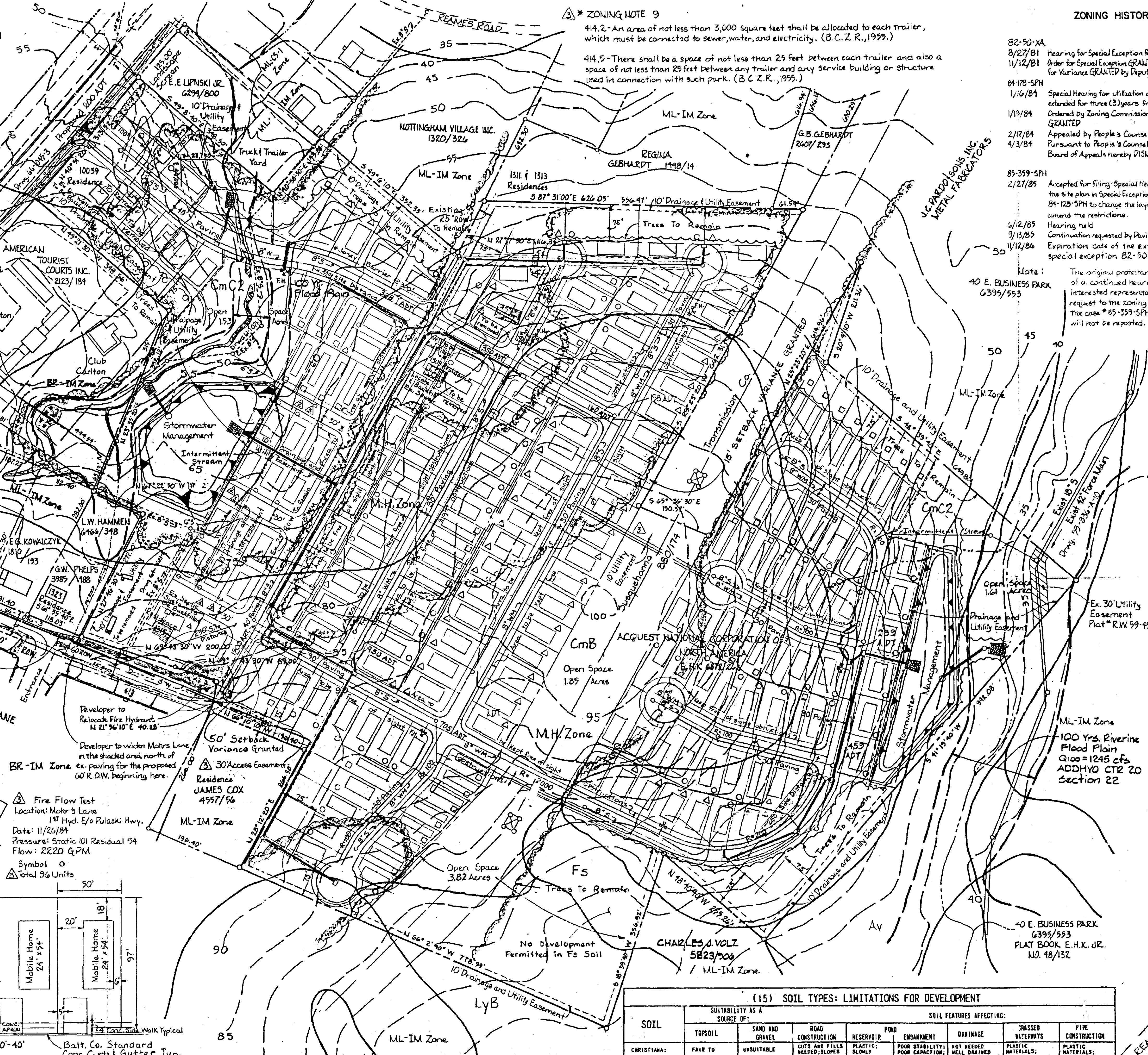
Symbol: □ Total 52 Units
Symbol: △ Total 50 Units
Symbol: ○ Total 96 Units



CIVIL ENGINEER
501-235-3460
WHITMAN, REQUARDT AND ASSOCIATES
2215 SAINT PAUL STREET
BALTIMORE, MARYLAND 21228

OWNER DEVELOPER
ACQUEST NATIONAL CORPORATION OF NORTH AMERICA
7239 WASHINGTON BOULEVARD
BALTIMORE, MARYLAND 21227
301-706-2427

KAREN H. A. McCORD P.E.



REVISIONS		
1	Drawing Revised Incorporating Comments of CRG of 7-10-86	7-15-86
2	Drawing Revised Incorporating Comments of Pre-CRG of 6-30-86	7-1-86
3	Drawing Revised Incorporating Comments of CRG of 6-30-86	6-9-86
4	Drawing Revised Incorporating Comments of Pre-CRG	4-18-86

(15) SOIL TYPES: LIMITATIONS FOR DEVELOPMENT							
SOIL	SUITABILITY AS A SOURCE OF:		SOIL FEATURES AFFECTING:				
	TOPSOIL	SAND AND GRAVEL	ROAD CONSTRUCTION	RESERVOIR	EMBANKMENT	DRAINAGE	GRASED WATERWAYS
CHRISTIANA, CMB, FNC	FAIR TO 7" DEEP	UNSATURABLE	CUT SLOPES: NEEDS SLOPES UNSTABLE & HARD TO VEGETATE PLASTIC MATERIAL	POOR STABILITY: POOR CAPACITY: HIGH COMPRESSION: HIGH GOOD RESISTANCE TO PIPING	NOT NEEDED: WELL DRAINED	PLASTIC MATERIALS: DIFFICULT TO VEGETATE	PLASTIC MATERIALS: TRENCHES SUBJECT TO CAVING WHEN WET
LOAMY AND CLAYEY LAY, LTD.	FAIR ABOVE CLAY LAYER	UNSATURABLE	CUT SLOPES: UNSTABLE & HARD TO VEGETATE PLASTIC MATERIALS	N/A	NOT NEEDED: WELL DRAINED	PLASTIC MATERIALS: DIFFICULT TO VEGETATE	PLASTIC MATERIALS: TRENCHES WILL CAVE WHEN WET
FALLSINGTON FA, FS	FAIR	SAND - FAIR BELOW 30" GRAVEL - UNSATURABLE	SEASONAL HIGH WATER TABLE: MODERATE POST ACTION	N/A	SEASONAL HIGH WATER TABLE: MODERATE POOR STABILITY: DIFFICULT TO CONSTRUCTURE	SEASONAL HIGH WATER TABLE: MODERATE TO HIGH MOISTURE HOLDING CAPACITY	SEASONAL HIGH WATER TABLE: TRENCHES SUBJECT TO CAVING

PLAN TO ACCOMPANY THE PETITION FOR A ZONING HEARING AND CRG PLAN FOR THE PULASKI MOBILE HOME PARK

SCALE 1" = 100'
DATE 3/4/86
PUBLIC SERVICES C.R.G. NO. 88071
PLANNING NO. 1
DRAWN BY J.W.

ZONING NOTE 9

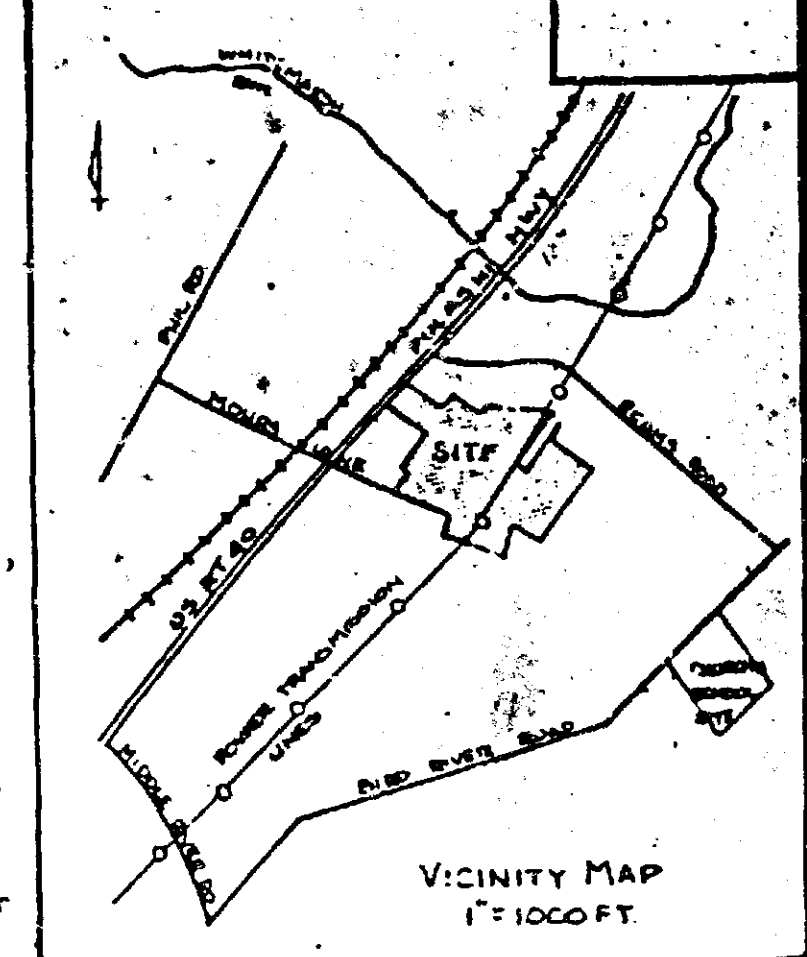
- 414.2-An area of not less than 3,000 square feet shall be allocated to each trailer, which must be connected to sewer, water, and electricity. (B.C.Z.R., 1955.)
- 414.5-There shall be a space of not less than 25 feet between each trailer and also a space of not less than 25 feet between any trailer and any service building or structure used in connection with such park. (B.C.Z.R., 1955.)

ZONING HISTORY

- 82-50-XA
8/27/81 Hearing for Special Exception for trailer park.
11/12/81 Order for Special Exception GRANTED with restrictions; Order for Variance GRANTED by Deputy Zoning Commissioner.
- 84-178-SPH
1/16/84 Special Hearing for utilization of Special Exception to be extended for three (3) years from 11/12/83.
1/19/84 Ordered by Zoning Commissioner that Special Hearing be GRANTED.
- 2/17/84 Appealed by People's Counsel - \$9.00 paid.
4/3/84 Pursuant to People's Counsel filing a Motion for Dismissal, Board of Appeals hereby DISMISSED this case's appeal.
- 85-359-SPH
2/27/85 Accepted for filing: Special Hearing for an amendment to the site plan in Special Exception Case No. 82-50-XA and 84-128-SPH to change the layout of the trailer park and amend the restrictions.
- 6/12/85 Hearing held.
9/13/85 Continuation requested by David M. Lyon, Attorney for Owner.
11/12/86 Expiration date of the extension granted to special exception 82-50-XA.

Note:
40 E. BUSINESS PARK 6395/553

The original protestants will be notified of a continued hearing and any other interested representative, upon written request to the zoning office referencing the case # 85-359-SPH. The property will not be reposted.



ZONING NOTES **SPECIAL EXCEPTION 82-50-XA** **LIST OF RESTRICTIONS:**

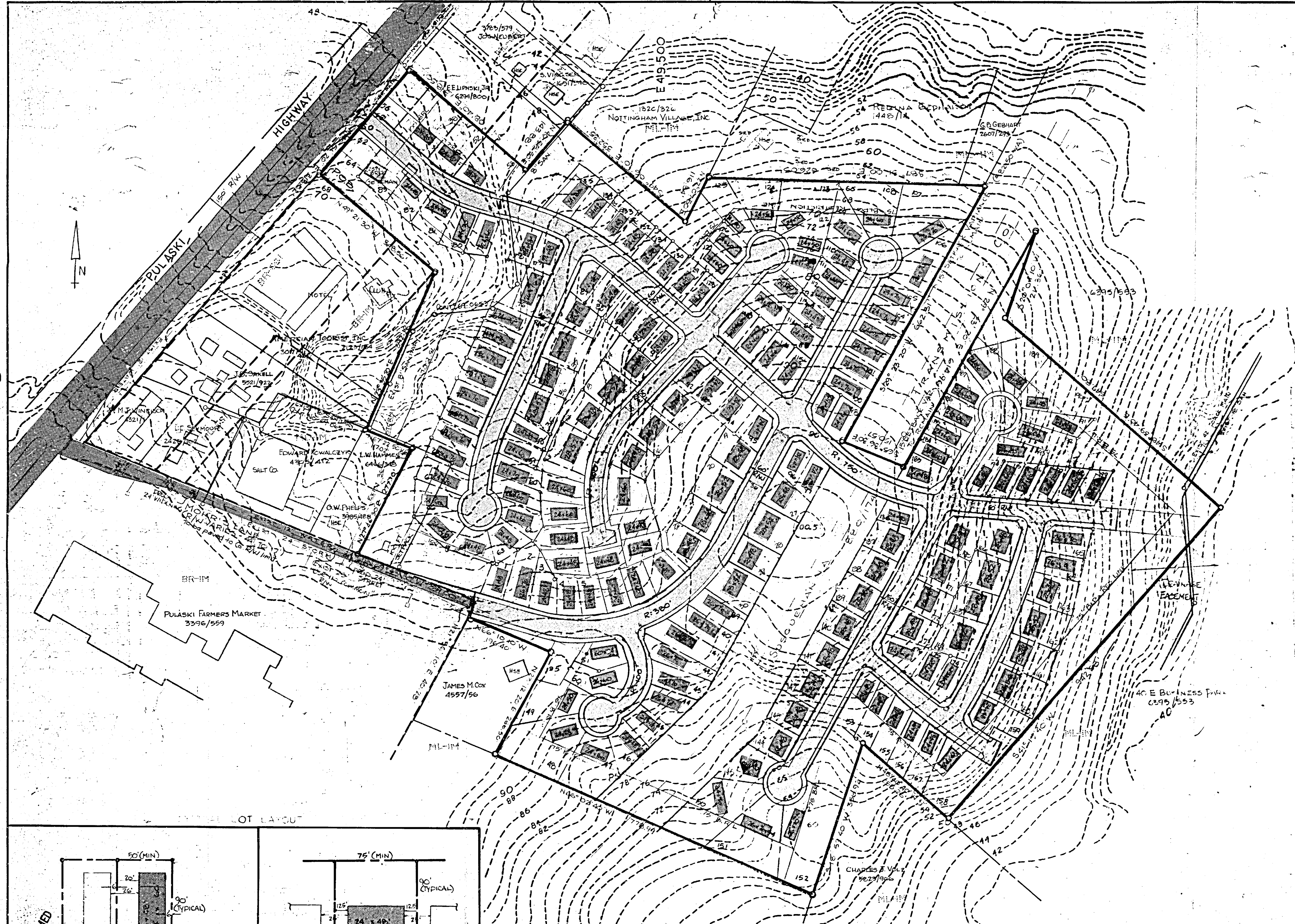
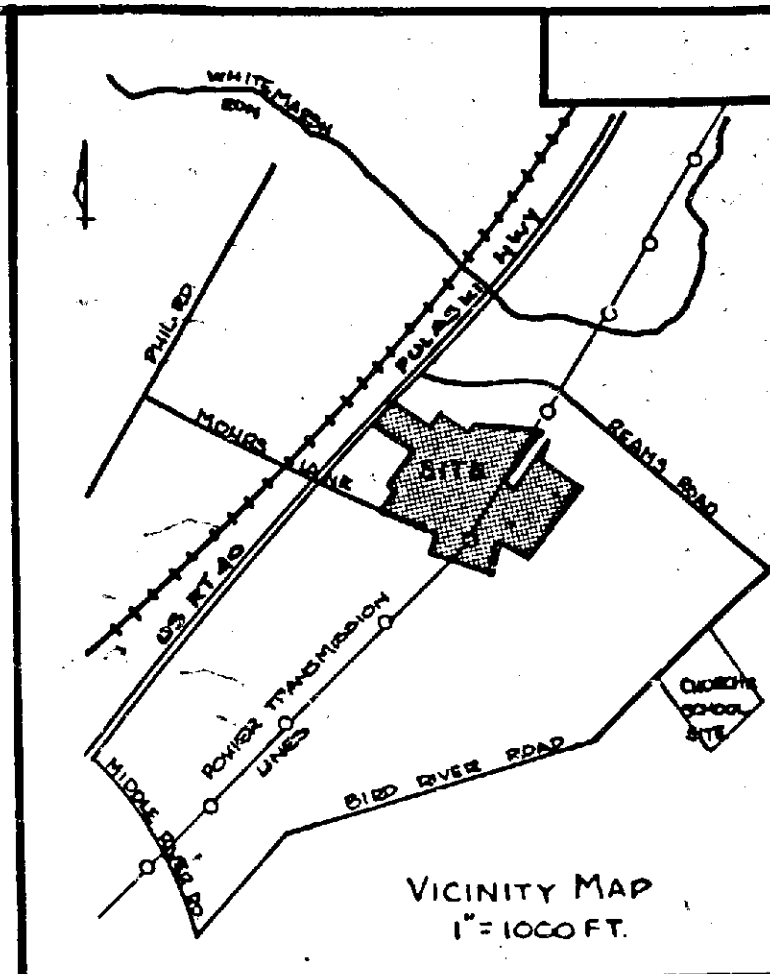
- COMPLIANCE WITH THE COMMENTS SUBMITTED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION, DATED JULY 16, 1981. THE PETITIONERS SHALL INSTALL THE "FULLY CHANNELIZED ENTRANCE AS AN ALTERNATE TO EMERGENCY ACCESS" AND PERMANENTLY CLOSE THE "EMERGENCY ACCESS FOR MOBILE HOMES" IF REQUESTED AT A LATER DATE.
- THE KEY TO THE EMERGENCY ACCESS GATES SHALL BE THE RESPONSIBILITY OF THE OWNERS AND/OR MANAGERS OF THE TRAILER PARK. N/A
- THE ZONING LINES SHALL BE INDICATED ON THE SITE PLAN.
- N/A (PUTTING GREEN AND GARDENS).
- N/A (TEE-TURN AROUNDS).
- NOTE NO. 11 ON THE SITE PLAN SHALL BE REVISED TO READ: "THE ACCURACY OF THIS PLAN IS THE SAME AS THAT ACCURACY REQUIRED FOR A PRELIMINARY PLAN OF SUBDIVISION. ANY CHANGES MADE IN THIS MOBILE PARK DESIGN DURING THE SUBDIVISION/DEVELOPMENT APPROVAL PROCESS SHALL BE REVIEWED BY THE ZONING OFFICE TO INSURE THAT SUCH CHANGES ARE MINOR AND IN THE SPIRIT OF THE SPECIAL EXCEPTION GRANTED."
- THE "EXISTING HOUSE" SHOWN ON PETITIONERS' EXHIBIT 2 AND LOCATED APPROXIMATELY 50 FEET FROM MOHR'S LANE SHALL NOT BE USED AS A SERVICE BUILDING.
- THE STORAGE AREA FOR RECREATIONAL VEHICLES SHALL BE SET BACK A MINIMUM OF 80 FEET FROM THE PROPERTY LINE AND SHALL BE SCREENED BY SHRUBBERY (PRIVET HEDGE).
- COMPLIANCE WITH SECTION 414 OF THE BALTIMORE COUNTY ZONING REGULATIONS.
- A REVISED SITE PLAN, INCORPORATING THE ABOVE RESTRICTIONS, SHALL BE SUBMITTED FOR APPROVAL BY THE MARYLAND DEPARTMENT OF TRANSPORTATION, THE DEPARTMENT OF PUBLIC WORKS, AND THE OFFICE OF PLANNING AND ZONING, INCLUDING LANDSCAPING AND SCREENING REQUIRED FOR APPROVAL BY THE CURRENT PLANNING AND DEVELOPMENT DIVISION.

CRG CHECKLIST NOTES

- ELECTION DISTRICT 15 (5) COUNCILMANIC DISTRICT 6
- CENSUS TRACT 4517.01
- WATERSHED 6: SUBSEWERED 16
- SITE ACREAGE: GROSS - 47.943 NET - 47.872
COMMON OPEN SPACE: REQUIRED NONE; PROPOSED - 8.84 ACRES
= 13.4% OF GROSS AREA: (30) TO BE MAINTAINED BY OWNER
PARKING: REQUIRED - 2 PER UNIT; NO DWELLING UNITS: 190; UNITS ALLOWED: 336 (23.2 AC. @ .69 AC./D.U.); AVERAGE LOT SIZE: 4892 SQ. FT.
4.3 UNITS/GROSS ACRE; TYPICAL LOT LAYOUT: SEE DIAGRAM
LANDSCAPE PLANTING REQUIRED AND PROPOSED: 201 TREES TO BE PLANTED AS PER BALTIMORE COUNTY LANDSCAPE MANUAL FOR RESIDENTIAL AREAS - ONE TREE PER DWELLING UNIT.
FLOOR AREA RATIO IN MH ZONE: MAX.= 3.0; PROPOSED = 0.13
- REFERENCE DRAWINGS: WATFR - 66-046-3 SEWER 61-1021-1
- ALL EXISTING WOODED AREA TO BE REMOVED EXCEPT IN OPEN SPACE, AS NOTED.
- PROPOSED ADDITIONAL ADT'S ON MOHR'S LANE: 1500
PROPOSED ADT'S ON PULASKI HIGHWAY ENTRANCE: 193
- STORMWATER MANAGEMENT PROPOSAL:
STORMWATER MANAGEMENT DETENTION PONDS TO INFILTRATE RUNOFF FROM FIRST INCH OF STORM AND RELEASE 2 AND 10 YEAR STORM RUNOFF AT PREDEVELOPMENT RATES, OF 60 AND 129 CFS, RESPECTIVELY. EXISTING SOILS INCAPABLE OF GREATER INFILTRATION CAPACITIES.
- PROJECT AREA OUTSIDE OF WETLANDS AND CRITICAL AREAS
- PROJECT AREA ENCOMPASSES NO KNOWN ARCHEOLOGICAL SITES OR ENDANGERED SPECIES HABITATS.
- HAZARDOUS MATERIALS ARE NOT KNOWN TO HAVE BEEN DEPOSITED ON OR WITHIN A QUARTER MILE OF THE PROJECT AREA.

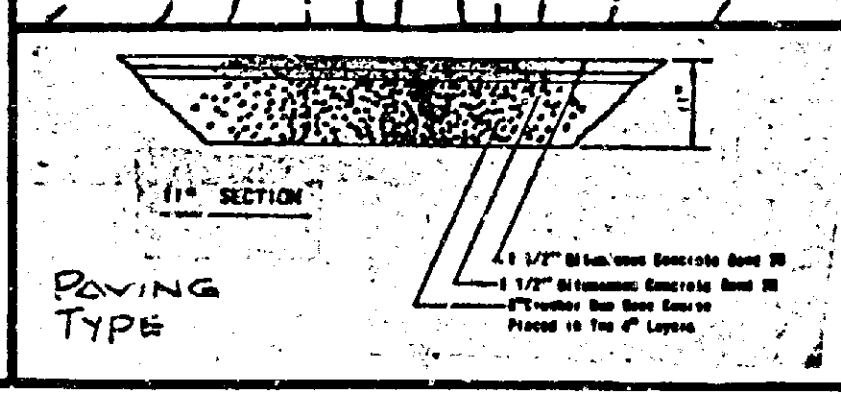
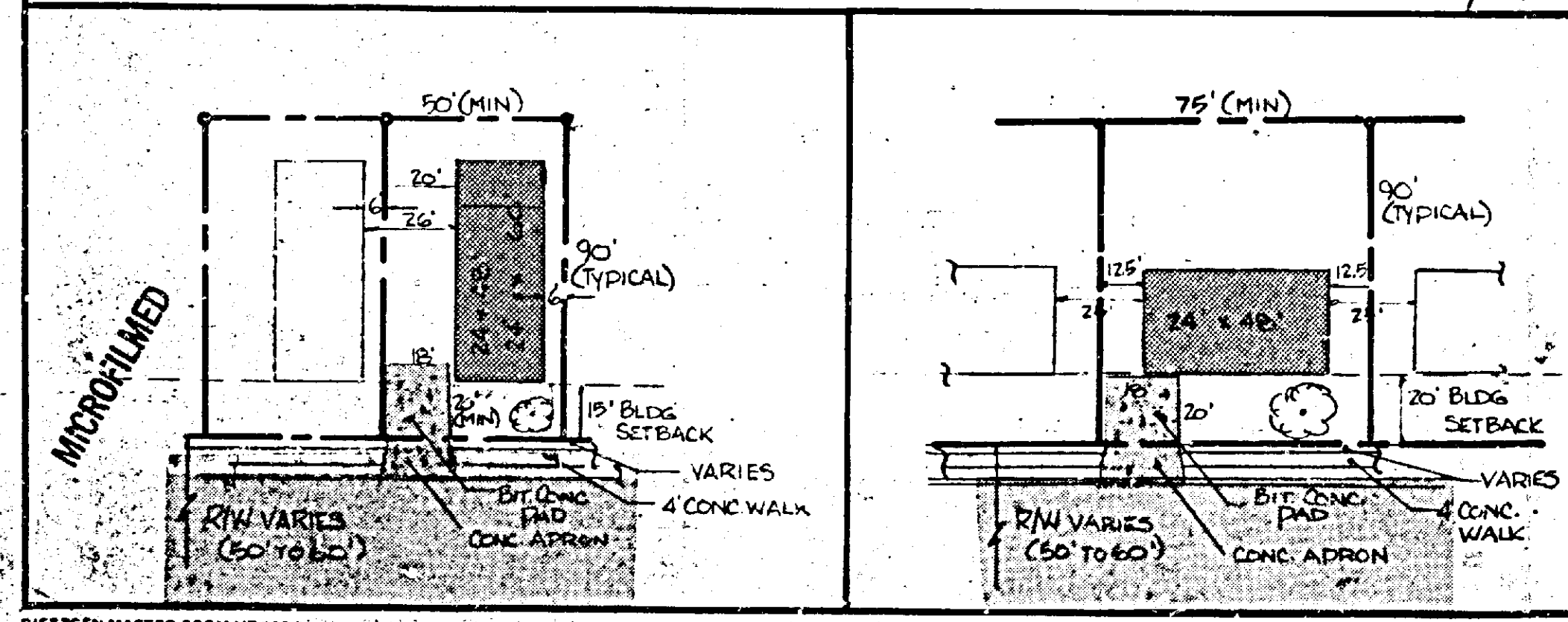
GENERAL NOTES

- ALL PROPOSED ON-SITE ROADS, SEWERS, STORM DRAINS AND WATER LINES SHALL BE PRIVATELY OWNED AND MAINTAINED.
- ALL 198 LOTS ARE FOR RENTAL.
- ALL GRADING OF EXISTING SOILS SHALL BE DONE UNDER OPTIMUM MOISTURE CONDITIONS.
- DEVELOPER SHALL BACKFILL ALL EXISTING WELLS AND SEPTIC SYSTEMS ON THIS PROPERTY.
- THE ZONING OF THIS PROPERTY IS M.H.



- GENERAL NOTES:**
1. Existing Zoning: MH-1M
Special Exception Case No. 84-178
 2. Site Acreage: Gross - 47.9 ac.
Net -
 3. Present Use: Vacant
 4. Proposed Use: Mobile Home Subdivision
 5. Councilmanic District No. 15
 6. Census Tract: 15
 7. Watershed No. 15
Subwatershed No. 15
 8. Open Space Required: 7.54 Ac.
Open Space Proposed: 9.61 Ac.
Open Space: 2.07 Ac.
 9. Topography: Existing grades shown herein are based on Baltimore County Photogrammetric Map, Sheet
 10. Average Daily Trips Shown:
ADT Total: 1611
ADT Major's Lane: 966 (66%)
ADT - 2nd Bt.: 645 (40%)
 11. Utilities: Gas, Water, Sewer and Electric are available on site.
 12. Proposed Street Lighting will be developed as part of design.
 13. Proposed Paving shall be in accordance with Baltimore County STD or as specified by soils analysis.
 14. No historic buildings, wetlands, critical areas, archeological sites, endangered or threatened species habitat or hazardous materials have been identified.
 15. Parking Tabulation:
Parking Required: 355
Parking Provided: 375
 16. Existing vegetation consists of deciduous trees ranging from new growth to mature specimens. No trees of special significance have been inventoried.
 17. Present Owner: Acquest National Corp.
of North America
6485 Meadowridge Road
Baltimore, MD 21227
(301) 496-2388
William A. Green CEO

Hand #253
Revised plan
5/9/85



CASSELL ENGINEERING
1015 Tricking Brook Road
Cockeysville, Maryland 21020
(301) 628-1950

DAVID B. BELL
120-001

**PLAT FOR
SPECIAL HEARING
TO AMMEND
CASE NO. 84-178**

SCALE: 1" = 100' PROVIDED BY
DATE: 2/16/85
PROPOSED
MOBILE HOME SUBDIVISION

FUTURE CHANNELIZED ENTRANCE @ PULASKI HIGHWAY

- 1 Owner to widen the entrance and install SHA Type "A" Concrete Curb and gutter offset 15' from the traveled edge with 10:1 taper @ ends.
- 2 Owner to construct a right-turn-in, right-turn-out concrete median according to State Specifications.
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- 4 The number of dwellings served by Mohr's Lane will be restricted to 200 (including the existing residences on Mohr's Lane) until this entrance is constructed.
- 5 The seven lots closest to this proposed entrance likewise shall not be constructed until the aforementioned median break is relocated. A jersey barrier barricade shall be installed as shown to prevent any access between the trailer park and Pulaski Highway until this entrance is constructed.

Developer to be responsible for any traffic signal changes necessary.

Developer to widen and rehabilitate Mohr's Lane to 24' from his property to Pulaski Highway.

Developer to relocate Fire Hydrant in the shaded area north of ex. paving for the proposed 60' R.D.W. beginning here.

Developer to widen Mohr's Lane in the shaded area north of ex. paving for the proposed 60' R.D.W. beginning here.

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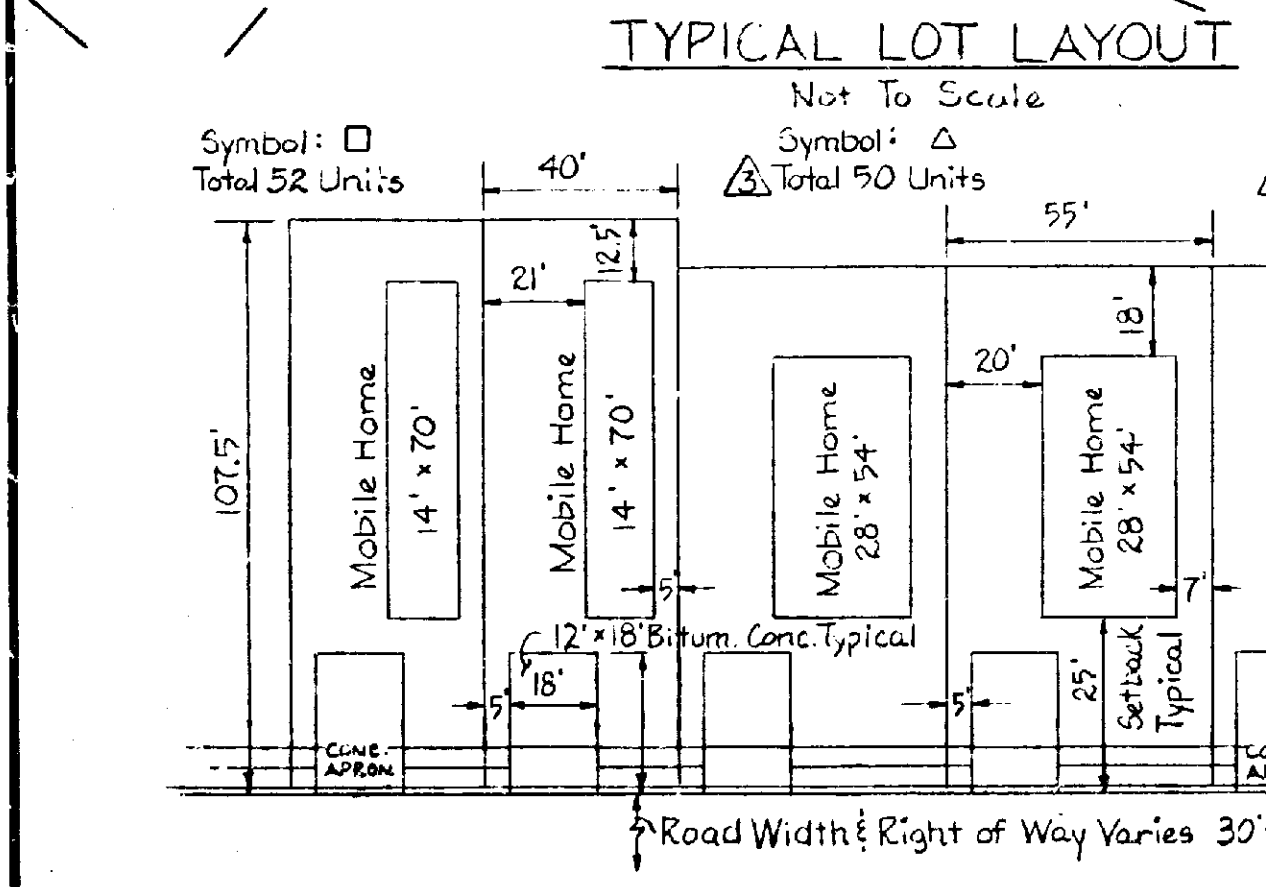
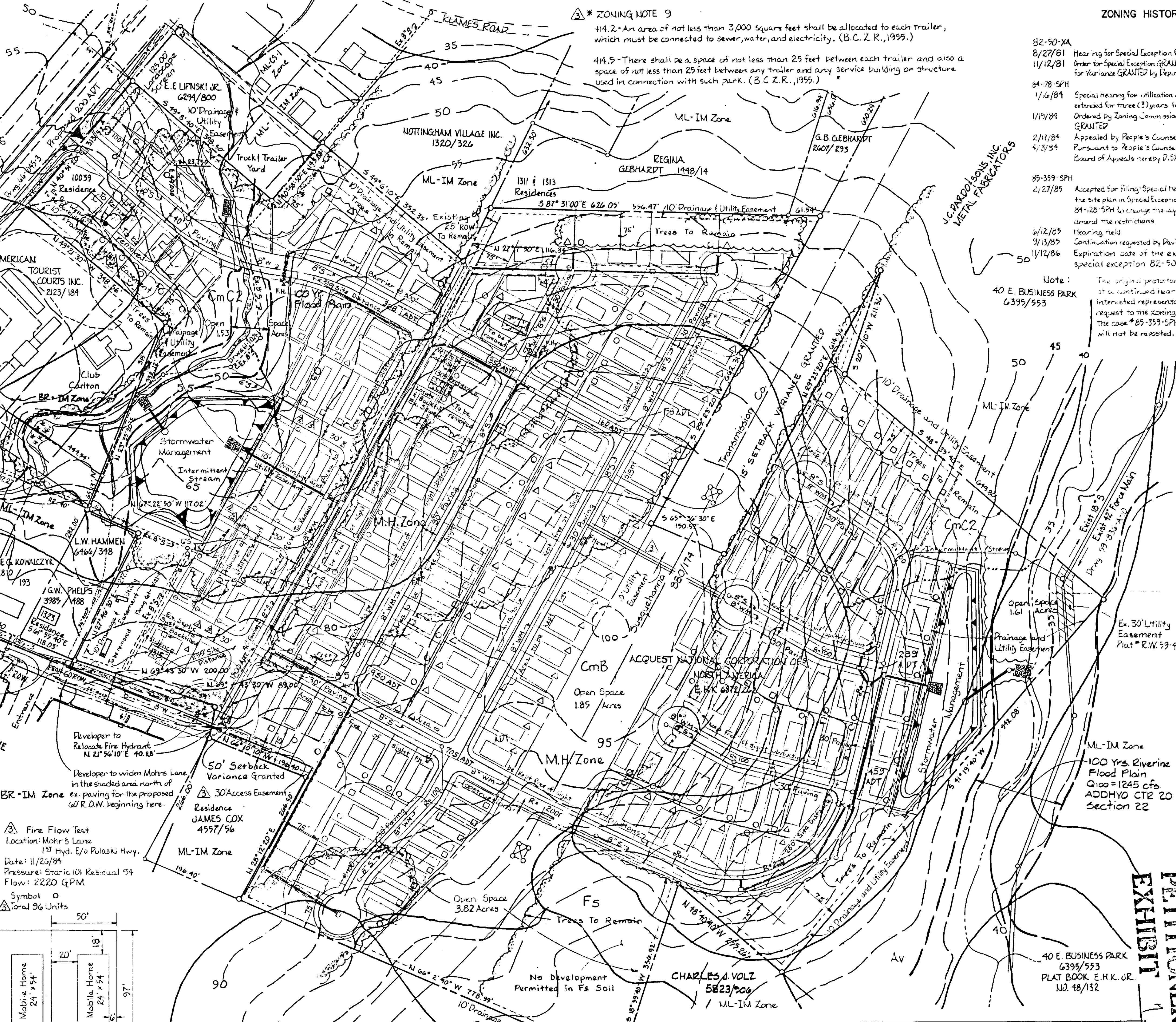
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CIVIL ENGINEER
301-235-3450
WHITMAN, REQUARDT AND ASSOCIATES
2315 SAINT PAUL STREET
BALTIMORE, MARYLAND 21218
KENNETH A. MCCORD P.E.

OWNER DEVELOPER
ACQUEST NATIONAL CORPORATION OF NORTH AMERICA
7239 WASHINGTON BOULEVARD
BALTIMORE, MARYLAND 21227
301-796-2427

REVISIONS		
1	Drawing Revised Incorporating Comments of CRG of 7-10-86	7-15-86
2	Drawing Revised Incorporating Comments of Pre-CRG of 6-30-86	7-1-86
3	Drawing Revised Incorporating Comments of CRG of 4-24-86	6-9-86
4	Drawing Revised Incorporating Comments of Pre-CRG	4-18-86

(15) SOIL TYPES: LIMITATIONS FOR DEVELOPMENT									
SOIL	SUITABILITY AS A SOURCE OF:		SOIL FEATURES AFFECTING:						
	TOPSOIL	SAND AND GRAVEL	ROAD CONSTRUCTION	RESERVOIR	POND	EMBANKMENT	DRAINAGE	GRADED WATERWAYS	PIPE CONSTRUCTION
CHRISTIANA: CMB, CM2	FAIR TO 7" DEEP	UNSATURABLE	ROADS AND FIELDS NEEDED: SLOPES UNSTABLE & HARD TO VEGETATE PLASTIC MATERIALS	PLASTIC: SLOPES UNSTABLE & HARD TO VEGETATE PLASTIC MATERIALS	POOR STABILITY: POOR CAPACITY: HIGH COMPRESSION: RILTY GOOD RESISTANCE TO PILING	NOT NEEDED: WELL DRAINED	NOT NEEDED: WELL DRAINED	PLASTIC MATERIALS: DIFFICULT TO VEGETATE	PLASTIC MATERIALS: TRENCHES SUBJECT TO CAVING WHEN WET.
LOAMY AND CLAYEY LWB, LYD.	FAIR ABOVE CLAY LAYER	UNSATURABLE	CUT SLOPES UNSTABLE & HARD TO VEGETATE PLASTIC MATERIALS	N/A	N/A	NOT NEEDED: WELL DRAINED	NOT NEEDED: WELL DRAINED	PLASTIC MATERIALS: DIFFICULT TO VEGETATE	PLASTIC MATERIALS: TRENCHES WILL CAVE WHEN WET.
FALLSINGTON FA, FS.	FAIR	SAND - FAIR BELOW 30" GRAVEL - UNSATURABLE	SEASONAL HIGH WATER TABLE: "ROST ACTION"	N/A	N/A	SEASONAL HIGH WATER TABLE: MODERATE PERMEABILITY: RUNNING SAND IN SUBSTRUCTURE.	SEASONAL HIGH WATER TABLE: MODERATE PERMEABILITY: RUNNING SAND IN SUBSTRUCTURE.	SEASONAL HIGH WATER TABLE: MODERATE PERMEABILITY: RUNNING SAND IN SUBSTRUCTURE.	SEASONAL HIGH WATER TABLE: MODERATE PERMEABILITY: RUNNING SAND IN SUBSTRUCTURE.

ZONING HISTORY

82-50-XA
8/27/81 Hearing for Special Exception for trailer park.
11/12/81 Order for Special Exception GRANTED with restrictions; Order for Variance GRANTED by Deputy Zoning Commissioner.
84-78-SPH
1/6/84 Special hearing for utilization of Special Exception to be extended for three (3) years from 11/12/83.
1/19/84 Ordered by Zoning Commission that Special Hearing be GRANTED.
2/14/84 Appealed by People's Counsel \$97.00 paid.
4/3/84 Pursuant to People's Counsel filing a Motion for Dismissal, Board of Appeals hereby DISMISSED this case's appeal.
85-359-SPH
2/27/85 Accepted for filing; Special Hearing for an amendment to the site plan in Special Exception Case No. 82-50-XA and 84-78-SPH to change the layout of the trailer park and amend the restrictions.
6/12/85 Hearing held.
9/13/85 Continuation requested by David M. Lyon, Attorney for Owner.
11/12/86 Expiration date of the extension granted to special exception 82-50-XA.

ZONING NOTES
SPECIAL EXCEPTION 82-50-XA
LIST OF RESTRICTIONS:

1. COMPLIANCE WITH THE COMMENTS SUBMITTED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION, DATED JULY 16, 1981. THE PETITIONERS SHALL INSTALL THE "FULLY CHANNELIZED ENTRANCE AS AN ALTERNATE TO EMERGENCY ACCESS" AND PERMANENTLY CLOSE THE "EMERGENCY ACCESS FOR MOBILE HOMES" IF REQUESTED AT A LATER DATE.
2. THE KEY TO THE EMERGENCY ACCESS GATES SHALL BE THE RESPONSIBILITY OF THE OWNERS AND/OR MANAGERS OF THE TRAILER PARK. N/A
3. THE ZONING LINES SHALL BE INDICATED ON THE SITE PLAN.
4. N/A (PUTTING GREEN AND GARDENS).
5. N/A (TEE-TURN AROUNDS).
6. NOTE NO. 11 ON THE SITE PLAN SHALL BE REVISED TO READ: "THE ACCURACY OF THIS PLAN IS THE SAME AS THAT ACCURACY REQUIRED FOR A PRELIMINARY PLAN OF SUBDIVISION. ANY CHANGES MADE IN THIS MOBILE PARK DESIGN DURING THE SUBDIVISION/DEVELOPMENT APPROVAL PROCESS SHALL BE REVIEWED BY THE ZONING OFFICE TO INSURE THAT SUCH CHANGES ARE MINOR AND IN THE SPIRIT OF THE SPECIAL EXCEPTION GRANTED."
7. THE "EXISTING HOUSE" SHOWN ON PETITIONERS' EXHIBIT 2 AND LOCATED APPROXIMATELY 50 FEET FROM MOHR'S LAKE SHALL NOT BE USED AS A SERVICE BUILDING.
8. THE STORAGE AREA FOR RECREATIONAL VEHICLES SHALL BE SET BACK A MINIMUM OF 80 FEET FROM THE PROPERTY LINE AND SHALL BE SCREENED BY SHRUBBERY (PRIVET HEDGE).
9. COMPLIANCE WITH SECTION 414 OF THE BALTIMORE COUNTY ZONING REGULATIONS.
10. A REVISED SITE PLAN, INCORPORATING THE ABOVE RESTRICTIONS, SHALL BE SUBMITTED FOR APPROVAL BY THE MARYLAND DEPARTMENT OF TRANSPORTATION, THE DEPARTMENT OF PUBLIC WORKS, AND THE OFFICE OF PLANNING AND ZONING, INCLUDING LANDSCAPING AND SCREENING REQUIRED FOR APPROVAL BY THE CURRENT PLANNING AND DEVELOPMENT DIVISION.

CRG CHECKLIST NOTES

- (4) ELECTION DISTRICT 15 (5) COUNCILMANIC DISTRICT 6
- (6) CENSUS TRACT 4517.01
- (7) WATERSHED 6; SUBWATERSHED 16
- (9) SITE ACREAGE: GROSS - 47.943 NET - 47.872
COMMON OPEN SPACE: REQUIRED - NONE; PROPOSED - 3.91 ACRES
= 13.4% OF GROSS AREA; (30) TO BE MAINTAINED BY OWNER
PARKING: REQUIRED - 2 PER UNIT; NO DWELLING UNITS - 198; UNITS ALLOWED: 336 (23.2 AC. x 0.69 AC./D.U.); AVERAGE LOT SIZE: 4892 SQ. FT.
4.3 UNITS/GROSS ACRE; TYPICAL LOT LAYOUT: SEE DIAGRAM
LANDSCAPE PLANTING REQUIRED AND PROPOSED: 201 TREES TO BE PLANTED AS PER BALTIMORE COUNTY LANDSCAPE MANUAL FOR RESIDENTIAL AREAS - ONE TREE PER DWELLING UNIT.
FLOOR AREA RATIO IN MH ZONE: MAX. = 3.0; PROPOSED = 0.13
- (13) REFERENCE DRAWINGS: WATFR - 66-046-3 SEWER 61-1021-1
- (18) ALL EXISTING WOODED AREA TO BE REMOVED EXCEPT IN OPEN SPACE, AS NOTED.
- (24) PROPOSED ADDITIONAL ADT'S ON MOHR'S LAKE: 1500
- (25) PROPOSED ADT'S ON PULASKI HIGHWAY ENTRANCE: 193
- (39) STORMWATER MANAGEMENT PROPOSAL:
STORMWATER MANAGEMENT DETENTION PONDS TO INFILTRATE RUNOFF FROM FIRST INCH OF STORM RELEASE 2 AND 10 YEAR STORM RUNOFF AT PREDEVELOPMENT RATES. OF 60 AND 19% CFS, RESPECTIVELY. EXISTING SOILS INCAPABLE OF GREATER INFILTRATION CAPACITIES.
- (40/41) PROJECT AREA OUTSIDE OF WETLANDS AND CRITICAL AREAS
- (42/43) PROJECT AREA ENCOMPASSES NO KNOWN ARCHEOLOGICAL SITES OR ENDANGERED SPECIES HABITATS.
- (44) HAZARDOUS MATERIALS ARE NOT KNOWN TO HAVE BEEN DEPOSITED ON OR WITHIN A QUARTER MILE OF THE PROJECT AREA.

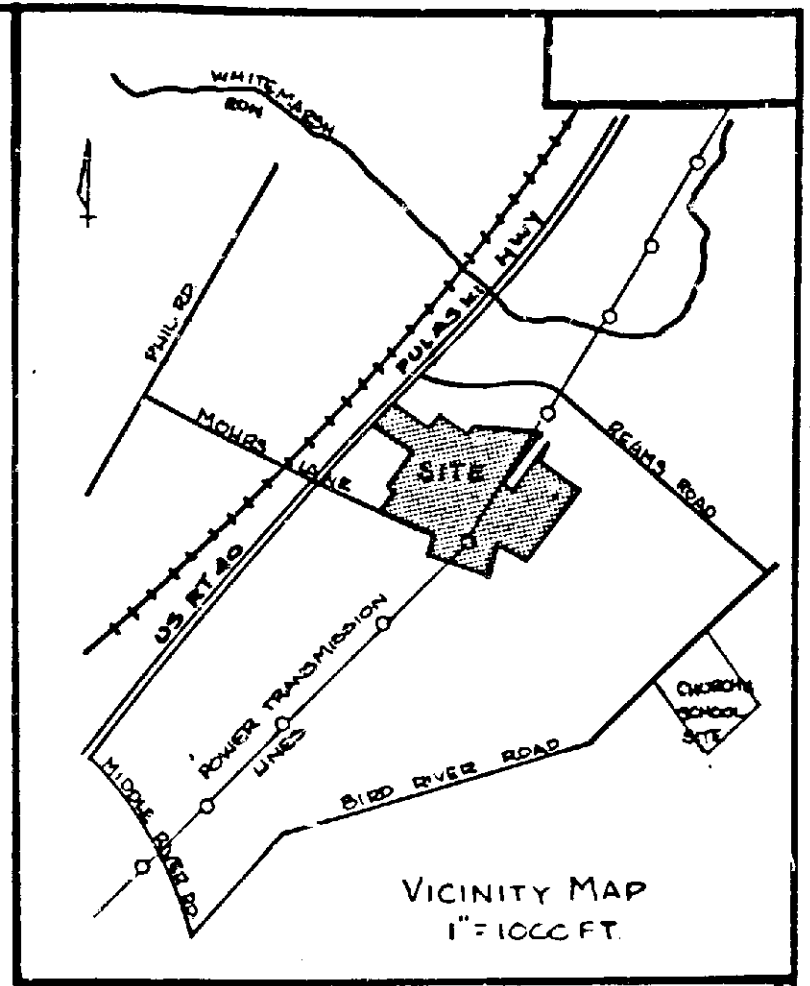
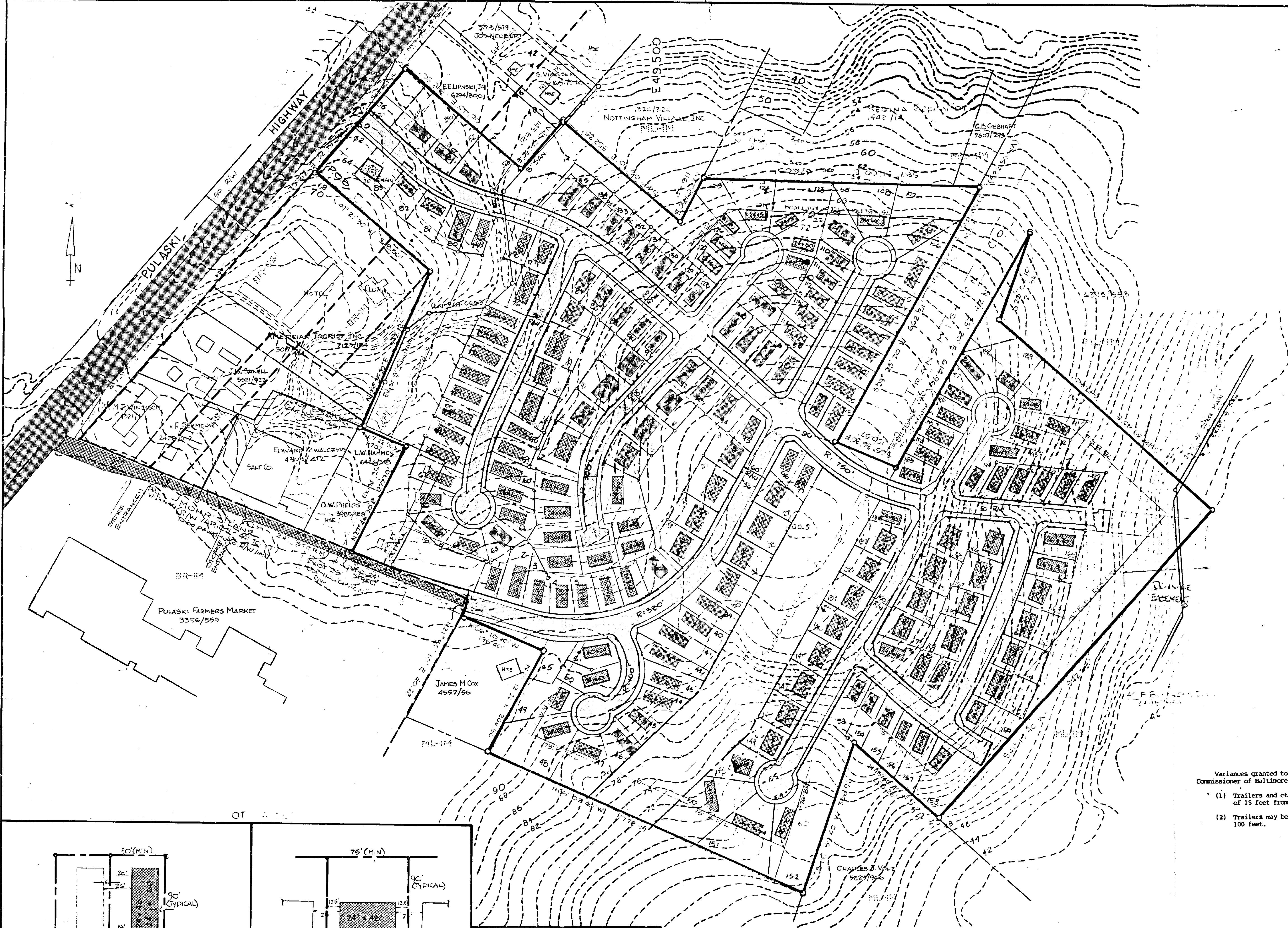
GENERAL NOTES

1. ALL PROPOSED ON-SITE ROADS, SEWERS, STORM DRAINS AND WATER LINES SHALL BE PRIVATELY OWNED AND MAINTAINED.
2. ALL 198 LOTS ARE FOR RENTAL.
3. ALL GRADING OF EXISTING SOILS SHALL BE DONE UNDER OPTIMUM MOISTURE CONDITIONS.
4. DEVELOPER SHALL BACKFILL ALL EXISTING WELLS AND SEPTIC SYSTEMS ON THIS PROPERTY.
- 4.5. THE ZONING OF THIS PROPERTY IS MH.

PETITIONER'S EXHIBIT

PLAN TO ACCOMPANY THE PETITION FOR A ZONING HEARING AND CRG PLAN FOR THE PULASKI MOBILE HOME PARK

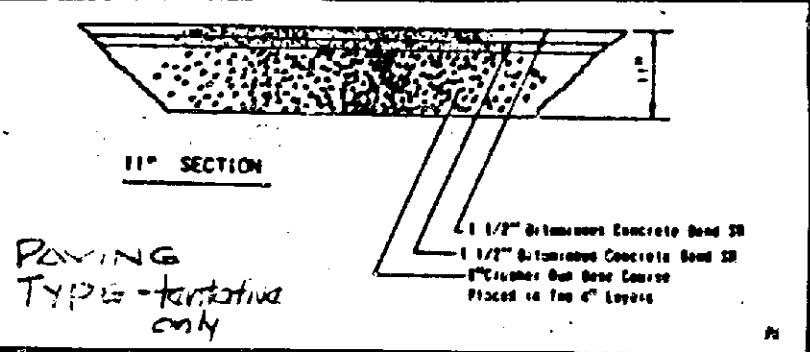
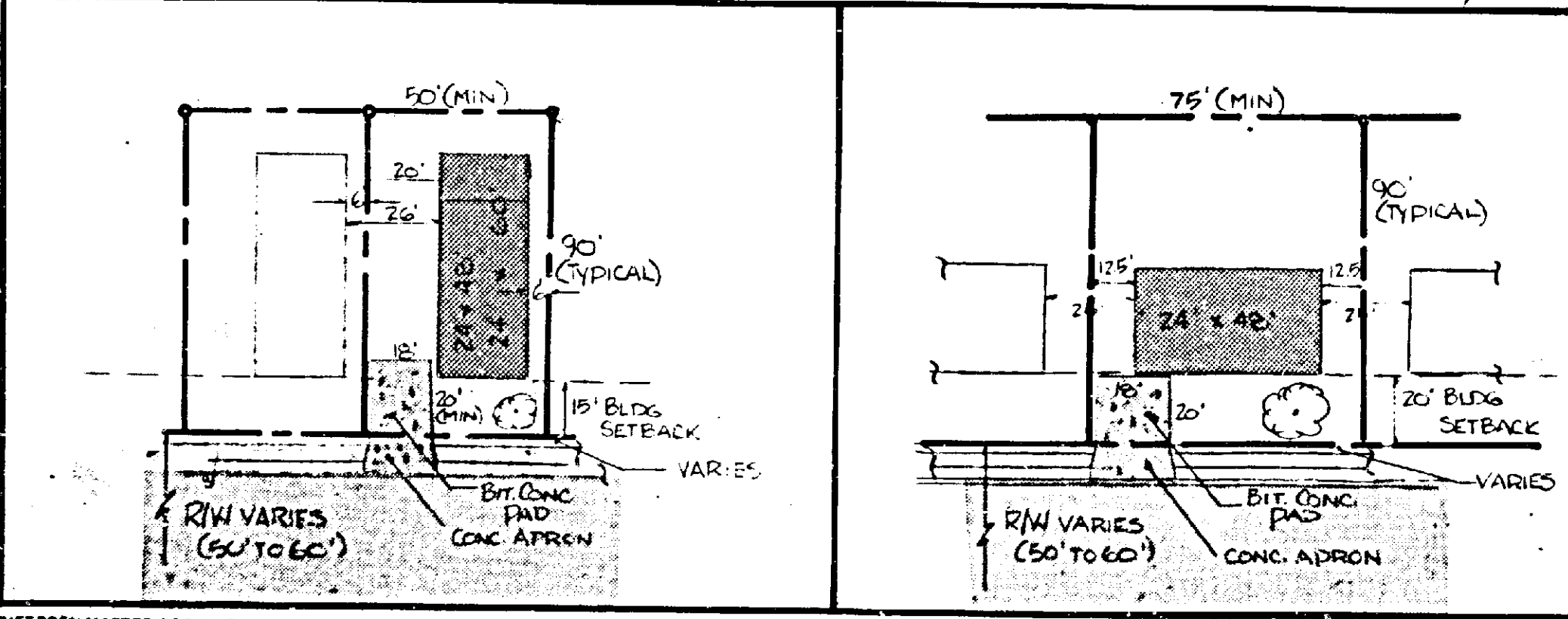
SCALE 1" = 100'
DATE 3/4/86
DRAWN BY J.W.
PUBLIC SERVICES C.R.G. NO. 80071
PLANNING NO. DRAWING NO. 1



- GENERAL NOTES:**
- Existing Zoning: MH-1M Special Exception Case No. 84-178
 - Site Acreage: Gross - 47.9 AC; Net -
 - Present Use: Vacant
 - Proposed Use: Mobile Home Subdivision
 - Councilmanic District No. 15
 - Census Tract
 - Watershed No. 145
 - Open Space Required: 0.5% AC; Open Space Proposed: 1.5% AC
 - Topography: Existing grades shown herein are based on Baltimore County Photogrammetric Map, Sheet
 - Average Daily Trips Shown: ADT Total: 1,000; ADT Main's Lane: 1,000; ADT - 2nd Ent.: 1,000
 - Utilities: Gas, Water, Sewer and Electric are available on site.
 - Proposed Street Lighting will be developed as part of design.
 - Proposed Paving shall be in accordance with Baltimore County STD or as specified by soils analysis.
 - No historic buildings, wetlands, critical areas, archeological sites, endangered or threatened species habitat or hazardous materials have been identified.
 - Parking Tabulation: Parking Required: 1,000; Parking Provided: 1,000
 - Existing vegetation consists of deciduous trees ranging from new growth to mature specimens. No trees of special significance have been inventoried.
 - Present Owner: Acquest National Corp. of North America, 6485 Meadowridge Road, Baltimore, Md. 21227, (301) 406-2388, William A. Green/CEO

Variances granted to original plan on 12 December 1981 by Deputy Zoning Commissioner of Baltimore County:

- Trailers and other structures may be located a minimum distance of 15 feet from a boundary line in lieu of 75 feet.
- Trailers may be located within 50 feet of a boundary line in lieu of 100 feet.



CASSELL ENGINEERING
1015 Trucking Brook Road
Cockeysville, Maryland 21030
(301) 628-1950

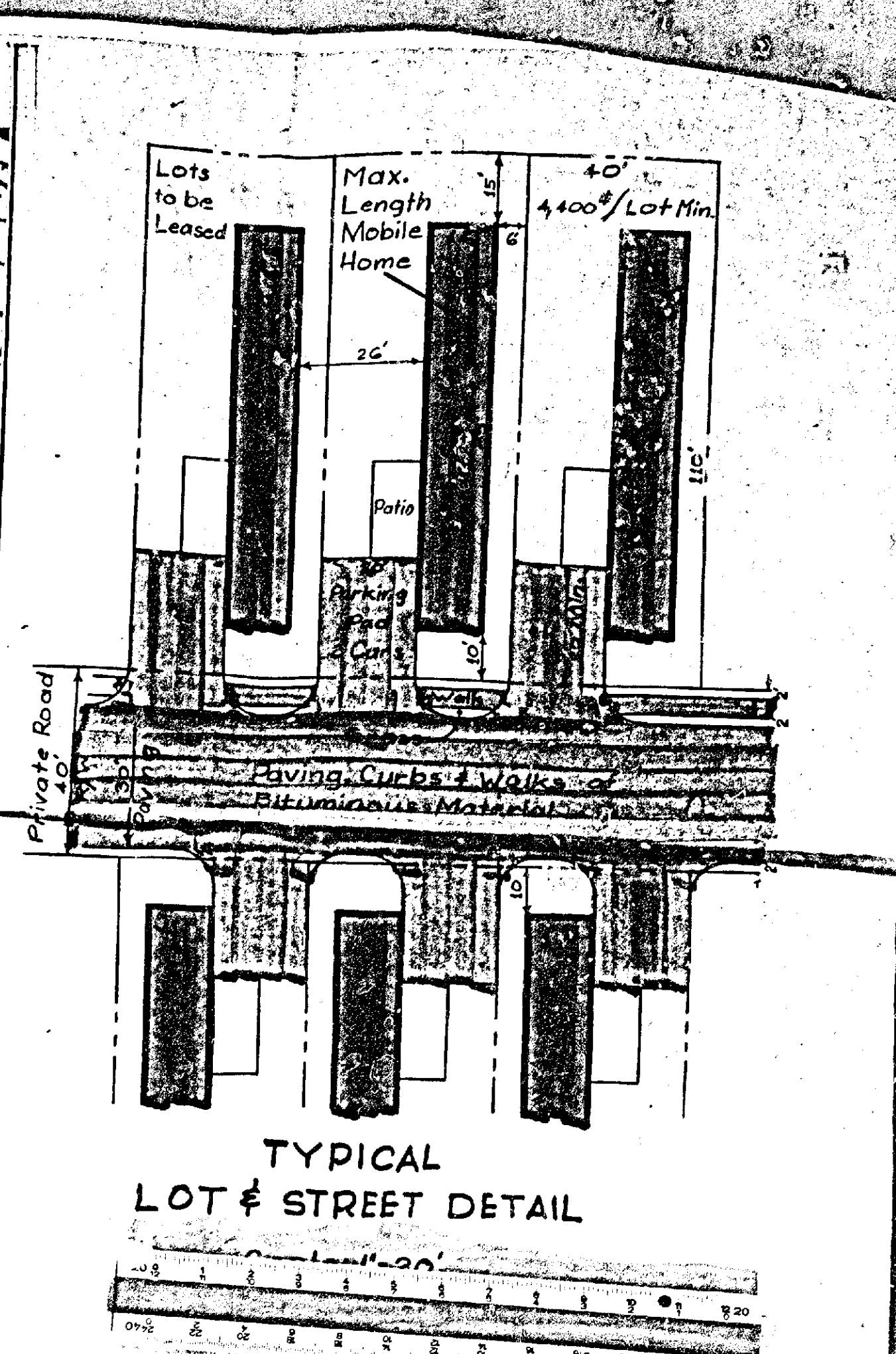
PLAT FOR SPECIAL HEARING TO AMMEND CASE NO. 84-178

SCALE: 1" = 100' DATE: 2/16/85

APPROVED BY: [Signature] DRAWN BY: [Signature]

PROPOSED MOBILE HOME SUBDIVISION

DRAWING NUMBER: 20-001



Notes:

1. Mobile Home Pads less than 85' long have their lengths indicated.
2. Mobile Homes and Pads may be used which are smaller than Pad sizes shown.
3. Any Utility Sheds desired by residents must be approved by Mobile Home Park Management before installation.
4. Storm Water Management Ponds shown are schematic designs only and have not been calculated.

Table:

Use	No. of Spaces Required	Provided
a. Mobile Home Lots	185 Units x 2	370
b. Pool		370
c. Recreation & Visitors (In B.G., E.R.V.)		40
d. Recreation Vehicle Storage		70
e. Curbs 8" wide x 4" high (Bituminous) to be provided around Parking Lots above (Notes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000		

Additional Notes:

1. Each mobile home will be connected to public sewer, public water and electricity.
2. Each mobile home will have unobstructed access to a public road.
3. Sec. 424.1 thru Sec. 424.5.1 of the Balto. Co. Bldg. Code shall be complied with and anchorage shall be provided adequate to withstand hurricane force winds.
4. Swimming Pools are to be for use of mobile home park residents and their guests only.
5. The accuracy of this Plat is the same as that accuracy required for a Preliminary Plan of Subdivision. Any minor changes made in this Mobile Home Park during the Subdivision Approval Process will automatically be permitted by the Zoning Board without a rehearing of the Special Exception Request.
6. A structure security fence may be constructed along part or parts or all of the property boundary lines, or at variable setback distances within the property.
7. Recreation & Open Space = 17.3 Ac. Approx within 12.

Map Information:

Note: Base Map compiled from Photogrammetric Map of Baltimore County Metropolitan Area of 1960s, and from Deeds, Plats and other sources (Not from a field survey).

4-30-81 1:50' = 1"

PROG. BASE MAP

D. PASQUALE

3-4-81 SITE PLAN STUDY