TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

Contract Purchaser:

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 The Second Amended Final Development Plan of Patchwork Farms showing building

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.

86-20-SPH

Contract Purchaser:	Legal Owner(s):	MAP.	
	Richard A. Moore	ELECTION.	
(Type or Print Name)	(Type of Prini Name)	Districts	
Signature	Signature	TYP .	
Address	(Type or Print Name)	- THÁL:	
City and State	Signature		
Attorney for Petitioner:			
Stephen J. Nolan  (Type or Print Name) Nolan, Plumhoff & Williams, Chartered  Signature	P.O. Box 193 Address Phoenix, Maryland 21131 City and State	667-0800 Phone No.	
204 West Pennsylvania Avenue Address	Name, address and phone number of legal owner, co tract purchaser or representative to be contacted		
Towson, Maryland 21204	Stephen J. Nolan		
City and State	20 <sup>Na</sup> Wêst Pennsylvania A	venue	
Attorncy's Telephone No.: _823=7800	Towson, Maryland 21204		
	Address	Dhone No	

ORDERED By The Zoning Commissioner of Baltimore County, this \_\_\_\_\_day of \_\_\_\_\_, 19\_\_\_\_, 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 limore County, that property be posted, and that the public hearing be had before the Zoning Complissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County on the 15th day of July 19.85, at 10:30 o'clock

# LIBER 5 9 3 2 PACE 3 8 3

THIS DECLARATION OF RESTRICTIONS, Made this 720 day of September, 1978, by RICHARD A. MOORE, Declarant.

The Declarant is the owner in fee simple of Lots Nos. 1, 2, 3, 4, 5, 6, 7, 9, 10, and 11 as shown on the Plat entitled "Patchwork Farms", which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K. Jr. No. 42 folio 118.

The Declarant, for the purpose of creating and maintaining a general scheme of development, desires that the lots shall be subject to the covenants, conditions, and restrictions as hereinafter set forth.

NOW, THEREFORE, Declarant, for himself, his heirs and assigns, hereby declares that all of the lots as shown on the aforesaid Plat shall be subject to the covenants, conditions, restrictions, and reservations herein set forth.

1. Lots as shown on the aforesaid Plat of "Patchwork Carms" shall be used for private residential purposes only, and no dvolling shall be erected, altered, placed, or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half (2-1/2) stories in height, said dwelling designed for single family occupancy. Single family occupancy shall not be construed to prevent the erection of a dwelling with an attached apartment or living area for use by a member or members of the owners family. Residential use shall not bar a home office use of the property provided the owner of said lot complies with the applicable zoning regulations of Baltimore County. The Declarant reserves the right to resubdivide Lot 9, provided said resubdivision meets with the approval of Baltimore County, Maryland.

2. No building, fence, wall, hedge or other structure shall be commenced, erected, placed or altered in structure or color on any lot, until the plans specificiations, including TRANSFER TÁX NOT REQUIRED

9-7 78 Authorised Signature Stickerstan.

# Marra-Matthous Company Douttors

1 -77- II	I I 22   Moore-Mannews Company, Regitors
	Offices: D P.O. Box 400, Paper Mill Road, Phoenix, Maryland 21131 (301) 667-1900 D 1624 York Road, Lutherville, Maryland 21093 (301) 321-1484
DATE SELLER	THIS CONTRACT OF SALE, made this day of, 19, by and between [Name]RICHARD A. MOORE, Seller [Address], O. Box 400, Paper Mill Road, Phoenix, MD 21131 and F
PURCHASER	[Name] DONALD F. HASKELL AND SHEILA HASKELL
ADDRESS PRICE	Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the county ofBaltimoreState of Maryland and further known as Lot Number3Sections
PAYMENT OF PURCHASE PRICE	The payment of the purchase price shall be made by the Buyer to the Seller as follows:  (a) A deposit by way of <u>check</u> in the amount of <u>FIVE HUNDRED</u>
ON S	(b) A second deposit within <u>5</u> days of the execution of the Agreement in the amount of \$1500.00 to be held in escrow by listing broker on behalf of Seller pending settlement.  (c) The balance of the purchase price being <u>NINETEEN THOUSAND FIVE HUNDRED</u>
SETTLEMENT FINANCING CONTINGENCIES	Settlement shall be on <u>May 7</u> , 19 <u>79</u> or sooner by mutual agreement between the parties.  This Contract of sale is expressly contingent upon the Buyer obtaining a purchase money mortgage loan with regard to the property in the amount of
	Dollars (\$ ) amortized over a period of years, (at an interest rate
MORTGAGE APPLICATION	Buyer expressly agrees to make application for the mortgage as herein described within—days from the date hereof. Buyer turther agrees to execute such mortgage at settlement If the loan commitment therefor is granted by the mortgagea. Any action by the Buyer concerning the execution of this Agreement resulting in the disqualification of the Buyer for financing purposes as herein prescribed, including, without limitation, misrepresentation by the Buyer in the Credit Application, failure, to apply for such financing and pursue the same difigently or application for a mortgage upon terms in any respect different from those as to principal and interest set forth above shall constitute a default on the part of the Buyer under the terms of this Agreement, and the Seller may terminate the Agreement and declare the deposit hereinabove described forfeited. If such mortgage commitment is not obtained by the Buyer or for the Buyer by Moore-Matthews Company, Realtors, Inc. on or before—this Contract of Sala may, at the option of the Buyer, become null and void and all monies on deposit shall be returned to the Buyer and neither party shall have any liability to the other. Notice of such termination shall be given in writing by the Buyer to the Seller within three days after the expiration of the date on which the mortgage commitment was to be obtained as hereinabove provided. The Buyer may at his option elect to proceed with settlement notwithstanding the failure to obtain the mortgage commitment herein described.
ALTERNATE FINANCING	It is further understood and agreed that should the Buyer make application for and accept financing through a lending institution or other source whereby the interest, terms of payment, amount of loan or any one of these differs from the financing conditions hereinbefore set forth; upon notification to the Buyer from said lending institution or party that the financing as requested has been approved and a loan commitment granted, the preceding mortgage conditions of this contract shall be deemed to have been fully satisfied and of no further effect, provided said alternate mortgage does not increase closing costs to the Seller, or exceed the time allowed to secure the mortgage commitment as called for above.
AGENCY	The Seller recognizes MOORE—MATTHEWS COMPANY, REALTORS as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to * % of the sale price, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. If a deposit made on this contract shall be forfeited to Seller, the brokerage fee for Realtor services shall be 50% of the amount forfeited, but in no event to exceed an amount equal to the full brokerage fee specified herein. Notwithstanding the post-

ponement of payment of the commission as herein provided, said commission shall be deemed earned as of the date of the execution of this Agreement or the date of satisfaction of all contingencies herein stated, whichever shall last occur.

\*10% of 1st \$5,000, 7% thereafter

This Contract is contingent upon the Buyer being afforded the right to enter upon the subject property in order to drill a well, said well to produce not less than 2 gallons per minute during 6 hours of continuous pumping. It is understood and agreed that all cost and liability in connection therewith shall be borne by the Buyer, and that no well shall be considered to be unacceptable if less than 250 feet in depth. In the event a well not producing the required quantity, set forth at ove, is drilled within 60 days of the date of this Contract, this Contract shall be declared null a void, at the option of the Buyer, and all monies paid hereunder returned to the Buyer. However, should the Buyer fail to drill a well within the time specified above, this well contingency shall be waived by all parties and all other terms and conditions of this Contract shall remain in full force and effect. Before the Buyer shall be entitled to a refund, under these provisions, Buyer shall furnish Seller with proof that the well driller has been paid in full and that the well has been sealed in accordance with the Health Regulations of the County in This Contract of Sale is subject to the conditions and representations set forth in the below listed documents (marked with an X), copies of which Buyer acknowledges have been delivered into his hand.

Declaration of Restrictions Liber 5932, Page 3830 Master Plot Plan SOMMERCANDED CONTRACTOR OF STREET & Record Plat Liber 42, Page 118 DI MONIKINEN REPUKAK \*Copy of Deed from Richard A. Moore to Patchwork Farms Homeowners Association, Inc.; Liber 5932, Page 389 Little Mc In Colgo Chat the oction property

SEE REVERSE SIDE WHICH IS A PART HEREOF St 2 2/6/19

LIBER 5 9 3 2 PAGE 3 8 %

color scheme and a grading plan showing the location of the structure have been approved in writing by the Declarant, his heirs, agents, or assigns. The Declarant shall have the right to refuse to approve such plans or specifications, or grading and location plans which are not suitable or desirable in his opinion for esthetic or other reasons and in so passing upon such plans or specifications, or grading and location plans, he shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be billt, to the site upon which it is proposed to erect the name, the harmony thereof with the surroundings, and the effect of the building or other structure or the roadway as planned on the outlook from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in said subdivision to obtain the required prior written approval of plans, specifications and grading studies as established in this paragraph, said purchasers agree to reimburse the Declarant, his heirs and assigns, for all costs and expenses to which he may be put as a result of said failure, including, but not limited

3. No trailer, boat, tent, shack, commercial vehicle, barn or other building, except garage, shall be erected or maintained on any lot at any time, nor shall any structure, basement or garage be used as a residence, either temporarily, or permanently. Any dwelling constructed on said lot shall be completed in every exterior detail within 12 months from date of beginning such construction.

to, court costs and attorneys' fees.

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

Upon payment as provided of the unpaid purchase money, a doed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer Title to the property shall be good of record and in fact, and merchantable, free of liens and encumbrances except as specified herein and except: use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the public bosted, and publicly recorded easements for public utilities and any other easements which may be Ground rent, where explicable, rent and water rent shall be adjusted and apportioned as of date of settlement, and all taxes, general or special, and all other public or governmental charges or public or private assessments against the premises which are or may be payable on an

аппual basis (including Metropolitan District, Sanitary Commission, Community Association or other benefit charges, assessments, liens or ancumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of setflement and are to be assumed and paid thereafter by Buyer, whether or no assessments have been levied as of date of settlement. Possession of the premises shall be given to Buyer as of date of settlement. Buyer has the right upon reasonable notice to inspect the . Proposition of the contract The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid

hereunder shall be returned promptly by Seller to Buyer, It is also understood and agreed that the Seller shall immediately have all of the Insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Contract. In the event it shall be determined by the Buyer that the property is inadequality insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such innurance, or additional insurance, as shall be satisfactory to Buyer. Buyer acknowledges that lender will equire hazard insurance The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required ay law, shall be divided equally

Failure on the part of Buyer to comply with the terms, covenants and conditions of this Contract of Sale, shall constitute a default and forfeiture of the deposit monies hereunder and shall entitle the Seller to retain the deposits delivered by Buyer, and to pursue such other rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract of Sale and/or monetary damages. Notice of such default shall be given, in writing, by the Seller to the Buyer within ton days after the default has The marginal captions of this contract are for convenience and reference only and in no way define or limit the intent, i ights or obligations of

This contract contains the tirul and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written, time being the essence of this Agreement. It is also mutually understood that the real estate brokers and agents who negotiated this contract can not assume any responsibility for the condition of the property may for the performance of any part of this contract by the parties hereto. Seller covenants that as of settlement (or prior possession) the mechanical quipment shall be in operating condition unless otherwise stated in this contract. The parties hereto bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this Contract.

The date of this contract shall be that day which both Seller and Buyer agree to all the terms and conditions set forth herein. NOTICE TO BUYER: The property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, and Buyer should, before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public sewerage and water facilities are available, or, if not, whether the property will be approved by such authorities for the instal-NOTICE TO BUYER: Subject to the right of Buyer's mortgagee, if any, to select its Title Insurance Company, Sattlement Company, Escrow Company or Title Attorney, for whose expenses Buyer shall become responsible, Buyer shall be entitled to select his/her own Title insurance

Company, Settlement Company, Escrow Company or Title Attorney. NOTICE TO BUYER BY SELLER: Upon development, the property sold is subject to the provisions of Article 81, Section 19 (b) (2) (B) of the Annotated Code of Maryland and any tax imposed as a result thereof shall be borne by the Buyer. TO SAVE TIME AND INCONVENIENCE AT THE SETTLEMENT, WE SUGGEST THE FOLLOWING:

All signers of this contract should be present at settlement to acknowledge and sign deed or advance notice should be given if conditions As soon as this contract is signed, you or your Realtor will notify your insurance company to protect the buyer under your policy. Do not cancel policy until after settlement, at which time request reimbursement for any unused premium. You or your Realtor should notify your mortgage company as soon as this contract is signed. Do not remove fixtures, fences, shrubbery or any other items permanently attached to the property. Bring with you all agreements relating to the premises and any existing leases, also receipts for taxes and water rent paid for the year.

The maintenance of this property is your responsibility until settlement. Keep it in good condition. All persons to be in title, and/or responsible where a mortgage is to be created, should be present at time of settlement. Lender will require Buyer to bring fully paid insurance policies on improved property being purchased to settlement; or Buyer may call his Moore-Matthews Company agent to arrange appropriate coverage. Buyer should have cash or certified check made payable to yourself for payment of estimated settlement costs and be

(CONTRACT CONTINUED)

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

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

7. The Declarant or his heirs and assigns reserves the right to waive such portion of the protective covenants placed on this property as they deem necessary in the best interest of the development as determined by their judgment.

8. The Declarant reserves the right to alter lines between lots owned by the Declarant. The Declarant further reserves the right to alter minimum building setback lines on lots owned by the Declarant.

9. No signs of any kind shall be placed or displayed on any unimproved lots advertising that said lots are for sale except "For Sale" signed of Moore, Matthews & Company, This restriction shall terminate on January 1, 1980.

10. Owners of lots shall be responsible for complying with the Health Department Regulations of Baltimore County and/or the State of Maryland in regard to the drilling of a well on their property.

11. Owners of lots shall be responsible for providing driveway access to their lots from the paved portion of the Hillside Land and Patchwork Court abutting the owner's lot. This paragraph shall survive settlement and shall not be deemed merged

SPECIAL COVENANT

been obtained, but in no event no later than May 15, 1979.

in any deed.

be reimbursed by the Buyer to Seller at settlement.

(CONTR.OF CONTINUED)

ARTICLE 81, SECTION 19 (b) (2) (B) - TAX LIABILITY.

The property herein sold is subject to the provisions of Article 81,

Section 19 (b) (2) (3) of the Annotated Code of Maryland and the tax

PRESERVATION OF SELLER'S RICHTS.

The surfacing of Patchwork Court as shown on the Master Plot Plan of

Patchwork Farms will be completed at Seller's expense, and when Seller,

in his discretion determines suitable compaction of the stone base has

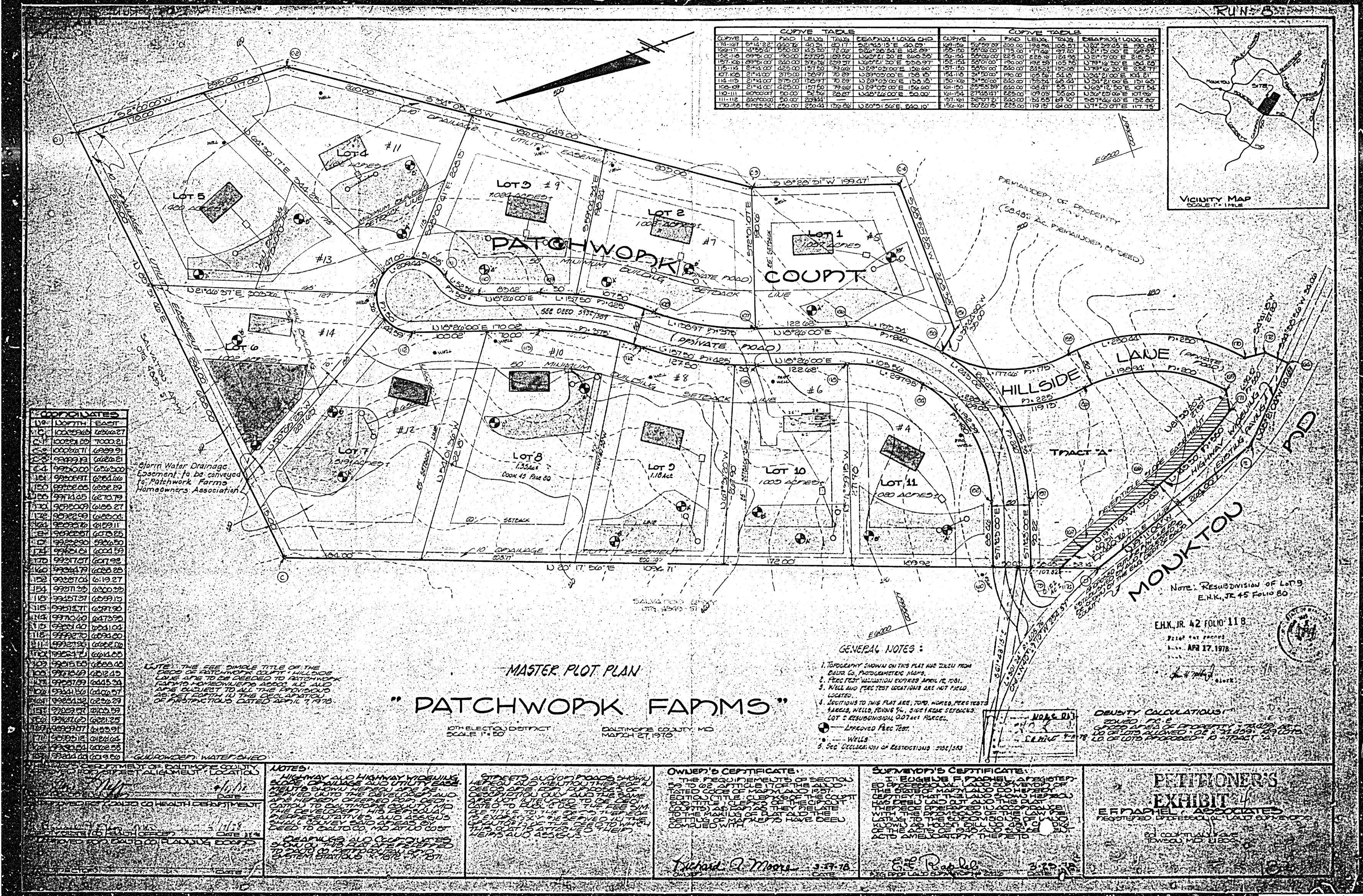
imposed of \$156.13 as a result thereof has been paid by Seller and shall

The Grantor herein nereby covenants with the Grantee herein that the Grantor, his heirs or assigns shall not subdivide the 60 acre farm adjoining the eastern boundary of "Patchwork Farms" into more than three building lots, each such building lot so created shall consist of not less than 6 acres. This covenant shall not apply to parcels created for any purpose other than as a building lot. This covenant shall not apply to any other land of the Grantor herein and shall remain in force and effect until January 1, 2003, at which time it shall terminate and be of no further force and effect.

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All driveways shall be paved with a hard durable surface such as macadam, tar and chip, concrete or other similar material. 12. Hillside Lane and Patchwork Court, as shown on the aforesaid Plat and as the same may be extended in a westerly direction to intersect Monkton Road shall be private roads and Richard A. Moore has, contemporaneously herewith, executed a Deed conveying all of his right, title, and interest in and to such roads to Patchwork Farms Homeowners Association, Inc. a body corporate of the State of Maryland, whereby all lots created, or to be created, in said subdivision are entitled for themselves, their heirs, successors, assigns, and invitees to the use in common of such roads. All lots as shown on the aforesaid plat and any resubdivision thereof shall be obligated to pay, annually, their pro rate share of the cost of maintenance of the roads and their lighting system and whatever taxes, if any, and any other reasonable and necessary service and expense in order to maintain the corporate standing of the Patchwork Farms Homeowners Association, Inc. Such assessment shall be made by the Patchwork Ferms Homeowners Association, Inc., and shall be paid by each lot owner promptly when it becomes due. In the event that any owner fails to pay histpro rate share within 60 days, the assessment shall constitute a lien of the lot owned by such lot owner, and the lien may be enforced in equity as in the case of any lien foreslosure. Such assessment to main tain the roads and lighting system shall accrue to the benefit and be enforceable by the Board of Directors of said Patchwork Farms Homeowners Association, Inc. At such time, that any public body shall undertake to maintain said reads, this coverant shall cease, terminate, and be of no further force. and effect. The pro rate share of such assessment shall be determined by dividing the total number of lots as shown on said Plat or any resubdivision thereof into the cost of maintenance



TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

Contract Purchaser:

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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.

86-20-SPH

Contract Purchaser:	Legal Owner(s):	MAP.	
	Richard A. Moore	ELECTION.	
(Type or Print Name)	(Type of Prini Name)	Districts	
Signature	Signature	TYP .	
Address	(Type or Print Name)	- THÁL:	
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Attorney for Petitioner:			
Stephen J. Nolan  (Type or Print Name) Nolan, Plumhoff & Williams, Chartered  Signature	P.O. Box 193 Address Phoenix, Maryland 21131 City and State	667-0800 Phone No.	
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SEE REVERSE SIDE WHICH IS A PART HEREOF St 2 2/6/19

LIBER 5 9 3 2 PAGE 3 8 %

color scheme and a grading plan showing the location of the structure have been approved in writing by the Declarant, his heirs, agents, or assigns. The Declarant shall have the right to refuse to approve such plans or specifications, or grading and location plans which are not suitable or desirable in his opinion for esthetic or other reasons and in so passing upon such plans or specifications, or grading and location plans, he shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be billt, to the site upon which it is proposed to erect the name, the harmony thereof with the surroundings, and the effect of the building or other structure or the roadway as planned on the outlook from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in said subdivision to obtain the required prior written approval of plans, specifications and grading studies as established in this paragraph, said purchasers agree to reimburse the Declarant, his heirs and assigns, for all costs and expenses to which he may be put as a result of said failure, including, but not limited

3. No trailer, boat, tent, shack, commercial vehicle, barn or other building, except garage, shall be erected or maintained on any lot at any time, nor shall any structure, basement or garage be used as a residence, either temporarily, or permanently. Any dwelling constructed on said lot shall be completed in every exterior detail within 12 months from date of beginning such construction.

to, court costs and attorneys' fees.

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

Upon payment as provided of the unpaid purchase money, a doed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer Title to the property shall be good of record and in fact, and merchantable, free of liens and encumbrances except as specified herein and except: use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the public bosted, and publicly recorded easements for public utilities and any other easements which may be Ground rent, where explicable, rent and water rent shall be adjusted and apportioned as of date of settlement, and all taxes, general or special, and all other public or governmental charges or public or private assessments against the premises which are or may be payable on an

аппual basis (including Metropolitan District, Sanitary Commission, Community Association or other benefit charges, assessments, liens or ancumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of setflement and are to be assumed and paid thereafter by Buyer, whether or no assessments have been levied as of date of settlement. Possession of the premises shall be given to Buyer as of date of settlement. Buyer has the right upon reasonable notice to inspect the . Proposition of the contract The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid

hereunder shall be returned promptly by Seller to Buyer, It is also understood and agreed that the Seller shall immediately have all of the Insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Contract. In the event it shall be determined by the Buyer that the property is inadequality insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such innurance, or additional insurance, as shall be satisfactory to Buyer. Buyer acknowledges that lender will equire hazard insurance The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required ay law, shall be divided equally

Failure on the part of Buyer to comply with the terms, covenants and conditions of this Contract of Sale, shall constitute a default and forfeiture of the deposit monies hereunder and shall entitle the Seller to retain the deposits delivered by Buyer, and to pursue such other rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract of Sale and/or monetary damages. Notice of such default shall be given, in writing, by the Seller to the Buyer within ton days after the default has The marginal captions of this contract are for convenience and reference only and in no way define or limit the intent, i ights or obligations of

This contract contains the tirul and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written, time being the essence of this Agreement. It is also mutually understood that the real estate brokers and agents who negotiated this contract can not assume any responsibility for the condition of the property may for the performance of any part of this contract by the parties hereto. Seller covenants that as of settlement (or prior possession) the mechanical quipment shall be in operating condition unless otherwise stated in this contract. The parties hereto bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this Contract.

The date of this contract shall be that day which both Seller and Buyer agree to all the terms and conditions set forth herein. NOTICE TO BUYER: The property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, and Buyer should, before signing this agreement of sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to ascertain whether public sewerage and water facilities are available, or, if not, whether the property will be approved by such authorities for the instal-NOTICE TO BUYER: Subject to the right of Buyer's mortgagee, if any, to select its Title Insurance Company, Sattlement Company, Escrow Company or Title Attorney, for whose expenses Buyer shall become responsible, Buyer shall be entitled to select his/her own Title insurance

Company, Settlement Company, Escrow Company or Title Attorney. NOTICE TO BUYER BY SELLER: Upon development, the property sold is subject to the provisions of Article 81, Section 19 (b) (2) (B) of the Annotated Code of Maryland and any tax imposed as a result thereof shall be borne by the Buyer. TO SAVE TIME AND INCONVENIENCE AT THE SETTLEMENT, WE SUGGEST THE FOLLOWING:

All signers of this contract should be present at settlement to acknowledge and sign deed or advance notice should be given if conditions As soon as this contract is signed, you or your Realtor will notify your insurance company to protect the buyer under your policy. Do not cancel policy until after settlement, at which time request reimbursement for any unused premium. You or your Realtor should notify your mortgage company as soon as this contract is signed. Do not remove fixtures, fences, shrubbery or any other items permanently attached to the property. Bring with you all agreements relating to the premises and any existing leases, also receipts for taxes and water rent paid for the year.

The maintenance of this property is your responsibility until settlement. Keep it in good condition. All persons to be in title, and/or responsible where a mortgage is to be created, should be present at time of settlement. Lender will require Buyer to bring fully paid insurance policies on improved property being purchased to settlement; or Buyer may call his Moore-Matthews Company agent to arrange appropriate coverage. Buyer should have cash or certified check made payable to yourself for payment of estimated settlement costs and be

(CONTRACT CONTINUED)

LIDER 5 9 3 2 PAGE 3 8.5

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

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

7. The Declarant or his heirs and assigns reserves the right to waive such portion of the protective covenants placed on this property as they deem necessary in the best interest of the development as determined by their judgment.

8. The Declarant reserves the right to alter lines between lots owned by the Declarant. The Declarant further reserves the right to alter minimum building setback lines on lots owned by the Declarant.

9. No signs of any kind shall be placed or displayed on any unimproved lots advertising that said lots are for sale except "For Sale" signed of Moore, Matthews & Company, This restriction shall terminate on January 1, 1980.

10. Owners of lots shall be responsible for complying with the Health Department Regulations of Baltimore County and/or the State of Maryland in regard to the drilling of a well on their property.

11. Owners of lots shall be responsible for providing driveway access to their lots from the paved portion of the Hillside Land and Patchwork Court abutting the owner's lot. This paragraph shall survive settlement and shall not be deemed merged

SPECIAL COVENANT

been obtained, but in no event no later than May 15, 1979.

in any deed.

be reimbursed by the Buyer to Seller at settlement.

(CONTR.OF CONTINUED)

ARTICLE 81, SECTION 19 (b) (2) (B) - TAX LIABILITY.

The property herein sold is subject to the provisions of Article 81,

Section 19 (b) (2) (3) of the Annotated Code of Maryland and the tax

PRESERVATION OF SELLER'S RICHTS.

The surfacing of Patchwork Court as shown on the Master Plot Plan of

Patchwork Farms will be completed at Seller's expense, and when Seller,

in his discretion determines suitable compaction of the stone base has

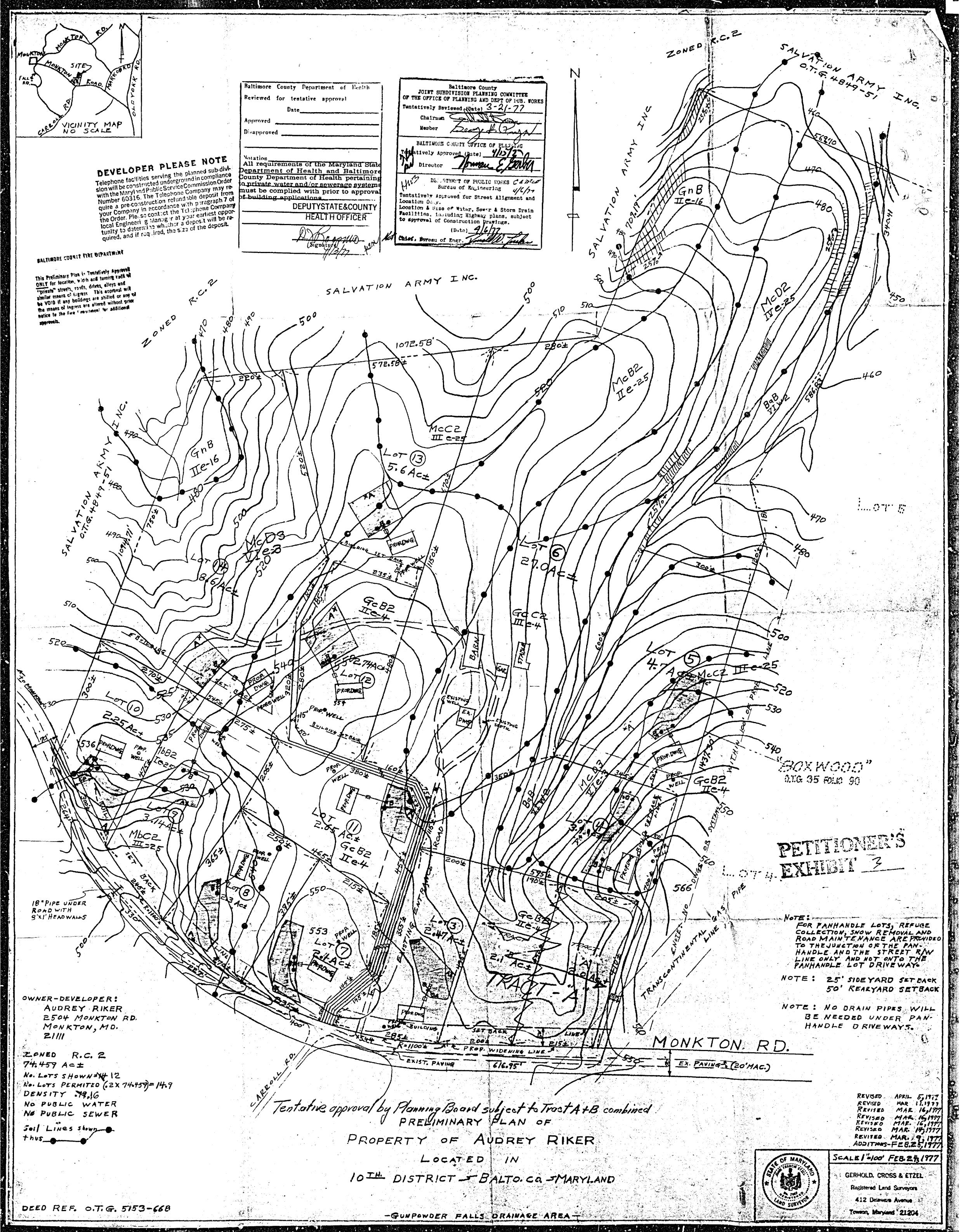
imposed of \$156.13 as a result thereof has been paid by Seller and shall

The Grantor herein nereby covenants with the Grantee herein that the Grantor, his heirs or assigns shall not subdivide the 60 acre farm adjoining the eastern boundary of "Patchwork Farms" into more than three building lots, each such building lot so created shall consist of not less than 6 acres. This covenant shall not apply to parcels created for any purpose other than as a building lot. This covenant shall not apply to any other land of the Grantor herein and shall remain in force and effect until January 1, 2003, at which time it shall terminate and be of no further force and effect.

LIBER 5932 PACE 306

DEE NEVEROL OIDE HARDEN OF THE CONTRACT OF THE

All driveways shall be paved with a hard durable surface such as macadam, tar and chip, concrete or other similar material. 12. Hillside Lane and Patchwork Court, as shown on the aforesaid Plat and as the same may be extended in a westerly direction to intersect Monkton Road shall be private roads and Richard A. Moore has, contemporaneously herewith, executed a Deed conveying all of his right, title, and interest in and to such roads to Patchwork Farms Homeowners Association, Inc. a body corporate of the State of Maryland, whereby all lots created, or to be created, in said subdivision are entitled for themselves, their heirs, successors, assigns, and invitees to the use in common of such roads. All lots as shown on the aforesaid plat and any resubdivision thereof shall be obligated to pay, annually, their pro rate share of the cost of maintenance of the roads and their lighting system and whatever taxes, if any, and any other reasonable and necessary service and expense in order to maintain the corporate standing of the Patchwork Farms Homeowners Association, Inc. Such assessment shall be made by the Patchwork Ferms Homeowners Association, Inc., and shall be paid by each lot owner promptly when it becomes due. In the event that any owner fails to pay histpro rate share within 60 days, the assessment shall constitute a lien of the lot owned by such lot owner, and the lien may be enforced in equity as in the case of any lien foreslosure. Such assessment to main tain the roads and lighting system shall accrue to the benefit and be enforceable by the Board of Directors of said Patchwork Farms Homeowners Association, Inc. At such time, that any public body shall undertake to maintain said reads, this coverant shall cease, terminate, and be of no further force. and effect. The pro rate share of such assessment shall be determined by dividing the total number of lots as shown on said Plat or any resubdivision thereof into the cost of maintenance



## LIDER 5 9 3 2 PAGE 3 8 7

of the roads and other necessary corporate expenses and each lot owner will pay his proportionate share. Upon filing for record of a Revised Plat wherein Patchwork Court extends to the County Road known as Monkton Road all right to the use of Hillside Lane shall automatically terminate and Patchwork Farms Homeowners Association, Inc., shall execute a Deed reconveying said Road to Richard A. Moore, his heirs and assigns, in fee simple, free and clear of any right of use by owners of lots in the aforesaid subdivision.

13. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant for the owner of any part of said land included on said Plat, their respective legal representatives, heirs, successors and assigns. Failure of the Declarant or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.

14. These restrictions shall be binding until the first day of July in the year 2004. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The provisions for the maintenance of the private roads known as Hillside Lane and Patchwork Court shall be binding in perpetuity.

15. Invalidation of any of these covenants, agreements, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in force and effect.

16. These restrictions shall apply to the lots as shown on the aforesaid Plat. They shall not be binding on any other property of the Declarant, his hoirs and assigns.

AS WITNESS the hand and seal of RICHARD A. MOORE.

Filomena Booth 14 Patchwork Ct. Moneton

Kown Fornoff 6 Patchwork Ct. Montton 6 Patchwork Ct. Monkton

Ekurhini 11 Palehal of, Martta BRICE G. DOWEN 7 PATEHNOME CT

5 PATERWORK OF MONK TON MA - PATCHWORK CT. Monkton MD

Shela 7. Hoskell 9 Fotelwork Ct. Morkton Wel

Ceggy 4bokell 9 Patchwak Ct. Morrton Rould & Baldin 4 Patchwork Ct. Monkton, MD

LIDER 5 9 3 2 PAGE 3 8 8

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7 day of September. 1978 before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RICHARD A. MOORE, and acknowledged the aforegoing Declaration of Restrictions to be his act.

AS WITNESS my hand and notarial seal.

My Commission Expires:

00'61 www #3169961 BL-L- d35 03.2[ +++\* RI 603.5[ 87-T- 952

Reo'd for record SEP 7 1970 at 19

Per Filmer, II, Kahline, Jr., Clork
Nail to Cheful (a Carrely (u)
Receipt No. 3

Vienesseth, that in consideration of the sum of the fillers and other good and valuable considerations, the receipt of which is hereby acknowledged, RICHARD A. MOORE

, the State of Maryland Grantor(s), do(cs) grant unto Baltimore County JONALD F. HASKELL and SHEILA HASKELL, his wife.

, the State of Maryland, Grantee(s), their Baltimore County heirs and assigns, to have and to hold, together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, in fee simple, all that lot of ground and premises situate in Baltimore County State of Maryland, and particularly described as follows:

BEING known and designated as Lot No. 3, as shown on the Plat entitled "Patchwork Farms", which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. No. 42, folio 118.

BEING part of all that property which by deed dated January 16, 1978, and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 5848, folio 237, was granted and conveyed by Audrey Riker unto the said party of the first part.

WY-8-79 246197d - \*\*\*19050 127 -8-79 24519702 \*\*\*\*82.00 WY -8-79 246196CF \*\*\*10250 MY -8-79 2461950# \*\*\*\*\*6.00

And the said grantor(x) hereby covenant(s) that he not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will wairant specially the property hereby granted; that he will execute such further assurances of the same as may be demanded.

Witness the hand(x) and scal(s) of the said grantor(x):

RICHARD A. MOORE (SEAL) Rec'd for record MAY 8 1979 at Per Elmer H. Kahline, Jr., Clerk Wail tCOLONIAL TITLE CO, INC. STATE OF MARYLAND, BASHMORE SOUNTY, to wit:

I HEREBY CERTIFY, That on this 30th day of April , 1979 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Moore

known to me (or satisfactorily proven) to be the person(s) whose name(s) is preximiserabed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and scaled the same.

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

My Commission Expires: July 1, 1982 Atte ann Ge

Vitnesseth, that in consideration of the sum of NR\*/dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, RICHARD A. MOORE

the State of Maryland Grantor(s), do(cs) grant unto DONALD F. HASKELL and SHEILA HASKELL) his wife.

, the State of Maryland, Grantee(s), their Baltimore County heirs and assigns, to have and to hold, together with the buildings thereupon, and the rights, alleys, ways, 💫 waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, in fee simple, all that lot of ground and premises situate in Baltimore County State of Maryland, and particularly described as follows:

JUI 11-60 1 1306를 \*\*\*\*\*6,00 AN 11-60 1 1306AM \*\*\*\*\*5£0 BEING known and designated as Lot No. 3, as shown on the Plat entitled "Patchwork Farms", which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. No. 42, folio 118.

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RANSFER TAX NOT REQUIRED RANDOWH B. ROCENCRANTZ BALTIMORE COUNTY, MARYLAND 6-11-81 AGRORD DOWNER Levil 85.

And the said grantor(x) hereby covenant(s) that he not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; that he will execute such further assurances of the same as may be demanded.

Witness the hand(x) and scal(s) of the said grantor(x):

Resid for resort MAY 8 1979 at 1 Per Elmer H. Kahline, Jr., Clerk Mail tCOLONIAL TITLE CO., INC. (SEAL)

STATE OF MARYLAND, BARTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 30th day of april , 1979 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Moore

known to me (or satisfactorily proven) to be the person(s) whose name(s) is prexabscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same

Rec'd for record (UN 11855980) Hat OF, 1 th cunto set my hand and official scal. Per Elmer H. Kahlins, Jr., Clerk Mail to OLONIAL TITLE CO. L'SC. July 1' Receipt No. Commission Express. July 1'

Dette ann a

Petitioner

ZONING COMMISSIONER

BALTIMORE COUNTY

CASE NO. 86-20-5PH \*\*\*\*\*\*\*\*\*\*

JOINT AFFIDAVIT

The undersigned, being members of the Patchwork Farm Homeowners' Association, being qualified to testify herein, depose and state as follows:

1. The undersigned are all homeowners and members of the Patchwork Farms Homeowners' Association ("the Association" hereinafter) and currently live in the Patchwork Farms development (the Development) in northern Baltimore County.

2. All of the undersigned with the exception of Francis and Filamena Booth purchased their building lots from Mr. Richard A. Moore ("Mr. Moore" hereinafter), the developer.

3. Mr. Moore has filed a Second Amended Final Development Plan for the Development, seeking to include therein "Tract A", a one acre parcel of land bordering Monkton Road and Patchwork Court. The undersigned are opposed to the requested Second Amended Final Development Plan for the following reasons:

A. Based on numerous conversations and meetings of the Association over this matter, it has become quite clear that most, if not all, of the members of the Association, prior to

purchasing their lots, were advised either by Mr. Moore or by his agents that Mr. Moore owned the 90 acre farm (Patchwork Farm) immediately to the east and south of the Development. The members were further told and advised that there was a restriction on the deed to that farm which Mr. Moore owned which would prevent his further sub-dividing the said farm for further development purposes "for at least twenty-five years" from the date the Development was begun.

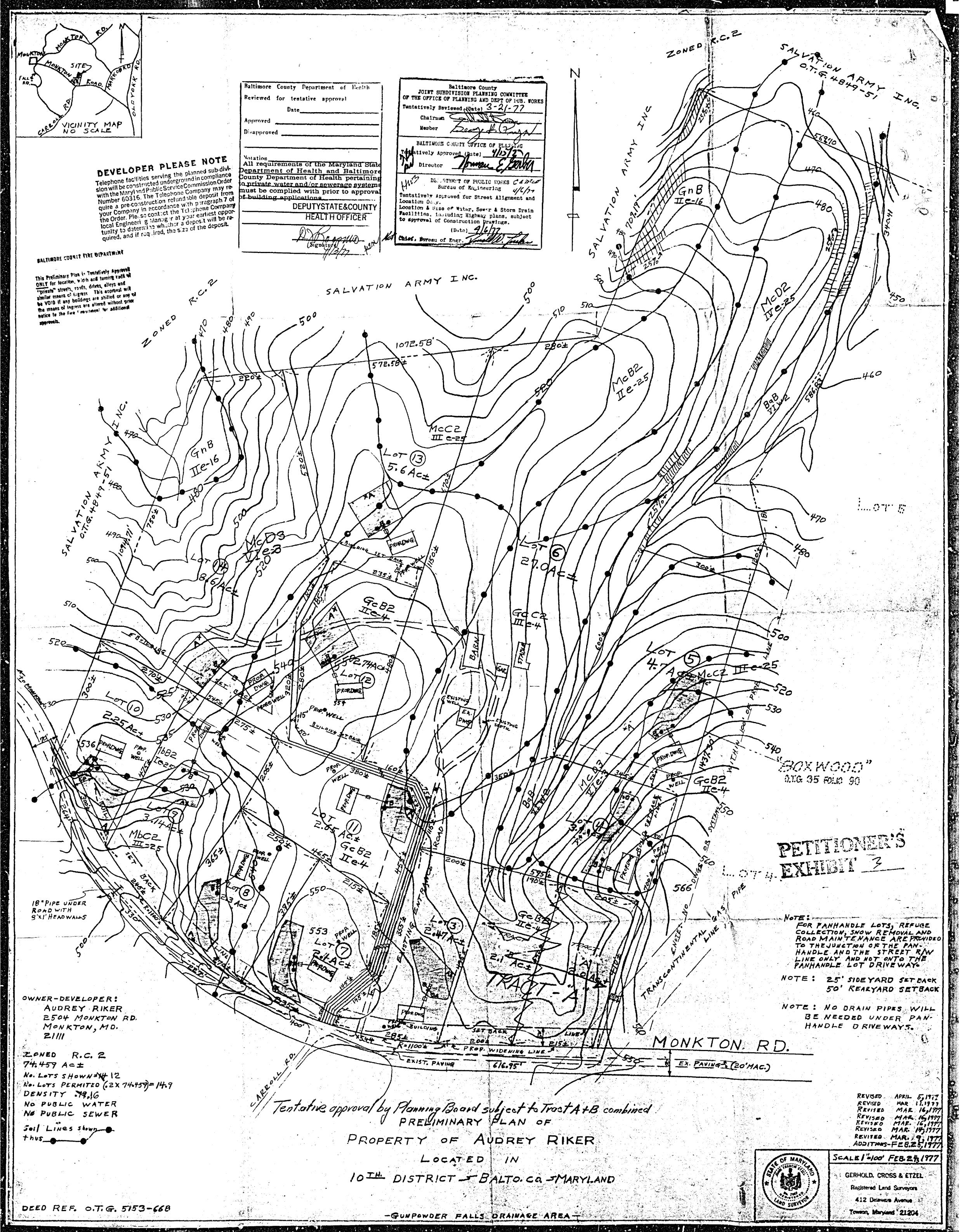
B. Most, if not all of the members of the Association, not being involved in real estate as a profession and being otherwise uneducated with regard to the preparation of plats and/or development plans, placed no particular importance on the fact that Tract A was listed on the original plat. In fact, it was the members' understanding based on information provided by Mr. Moore and/ or his agents that the only reason Tract A existed on the original development plat was that Hillside Lane had to appear thereon to satisfy Baltimore County that an access route to the Development

Based on the members' common sense understanding of what they, or the majority of them, were told, it was their understanding and belief that Mr. Moore's farm, which was fully enclosed by fencing, would not be sub-divided for further development. Tract A was fenced, as was the rest of Mr. Moore's farm, and, to the untrained and uneducated eye, appeared to be a part of Mr. Mocre's farm, which was governed by the twenty-five year restriction on further development.

C. The owners of the first and eleventh lots, prior to their building plans being approved by Mr. Moore, were advised by Mr. Moore and/or his agents that they had to build one story homes so that the aesthetic effect of the landscape in the area would not be harmed or degraded. Based on information which Mr. Moore provided to the members of the Association, it was and is him intent to build or cause to have built a home on Tract A thereby destroying whatever aesthetic benefit was present in the landscape on the southern exposure of the Development.

D. The inclusion of Tract A in the Development will further damage the private road of the Association which runs through the Development, a road which has deteriorated markedly since its construction, has already been repaired extensively once and currently needs to be repaired a second time.

Patricia lanis



RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER

:::::::

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the

People's Counsel for Baltimore County

Max Cumeron

above-captioned matter. Notices should be sent of any hearing dates

or other proceedings in this matter and of the passage of any preliminary

Peter Max Zimmerman

Rm. 223, Court House

Towson, MD 21204

of the foregoing Entry of Appearance was mailed to Stephen J. Wolan,

Esquire, Nolan, Plumhoff & Williams, Chartered, 204 W. Pennsylvania

Ave., Towson, MD 21204, Attorney for Petitioner.

Deputy People's Counsel

I HEREBY CERTIFY that on this 21st day of June, 1985, a copy

RICHARD A. MOORE, Petitioner : Case No. 86-20-SPH

OF BALTIMORE COUNTY

NE/S of Monkton Rd., 700' NW

or final Order.

of Carroll Rd., 10th District :

IN RE: PETITION SPECIAL HEARING NE/S of Monkton Road, 700 NW of Carroll Road - 10th Election District Richard A. Moore,

Petitioner

ZONING COMMISSIONER OF BALTIMORE COUNTY Case No. 86-20-SPH

\* \* \* \* \* \* \* \* \* \*

Pursuant to the Order of Dismissal rendered in Case No. CBA-85-114 on January 10, 1986 by the Board of Appeals for Baltimore County, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 17 to day of January, 1986, that the request for approval of the Second Amended Final Development Plan of Patchwork Farms, which shows building envelopes on Tract A, is moot since Section 1801.3.A.7.b.i, Baltimore County Zoning Regulations (BCZR), requires prior approval of a proposed amendment to a development plan by the Baltimore Councy Planning Board before the Zoning Commissioner may approve same and since the subject matter in Case No. CBA-85-114 and the instant case was and is the same and, as such, the Petition for Special Hearing is hereby DISMISSED without prejudice.

cc: tephen J. Nolan, Esquire Mr. Ronald F Baldwin People's Counsel

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

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

RE: Petition for Special Hearing NE/S Monkton Rd., 700' NW/Carroll Road 10th Election District Richard A. Moore - Petitioner

Dear Mr. Moore,

This is to advise you that \$77.52 is due for advertising and posting of the above property. This fee must be paid before

This fee must be paid and the zoning sign and post returned on the day of the hearing. Do not remove sign until day of the hearing.

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

7/23/85 R-01-615-000 AMOUNT \$ 77.52

RECEIVED Stephen J. Nolan, Esquire Advertising and Posting Case No. 86-20-SPi 8 559\*\*\*\*\*\*775214 5232F

VALIDATION OR SIGNATURE OF CASHIER

ARNOLD JABLON ZONING COMMISSIONER

July 11, 1985

Case No. 86-20-SPH

an Order is issued.

THE COLUMN TO THE PROPERTY OF imore County, Maryland, ty Office Building, No. 007395

g Commissioner

BALTIMORE COUNTY, MARYLAND

MISCELLANEOUS CASH RECEIPT

OFFICE OF FINANCE - REVENUE DIVISION

E. F. RAPHEL & ASSOCIATES Registered Professional Land Surveyors 201 COURTLAND AVENUE TOWSON, MARYLAND 21204 DESCRIPTION TO ACCOMPANY

OFFICE: 825.3908

RESIDENCE: 771-4592 SECOND AMENDED PARTIAL DEVELOPMENT PLAN

"PATCHWORK FARMS"

April 1, 1985

- Beginning for the same at a point in the center of Monkton Road, said point being located northwesterly, 700' from the intersection formed by the center of Monkton Road and the center of Carroll Road, running thence in Monkton Road N 45° 21' 04" W 120.69', and N 19° 11' 04" W 264.00', thence leaving Monkton Road, and binding on the outline of "Fatchwork Farms", the following courses and distances 1) N 20° 17' 56" E 1094.71', 2) N 83° 31' 46" E 638.00', 3) S 2° 00' 00" W 295.00', 4) S 34° 05' 00" W 649.00', 5) s 18° 28' 31" w 199.47', 6) s 88° 53' 28!" w 208.38'; 12 3 7) N 390 441 00" W 35.00', to a point on the southeastern side of Patchwork Court and Hillside Lane, thence leaving Patchwork Court. and binding on the southeast side of Hillside Lane, 8) by a curve to the left, with a radius of 175!, for a distance of 177.46!, 9) ty a curve to the right, with a radius of 250', for a distance of 250.44', 10) S 40 41' 18" W 27.20', thence leaving Hillside Lane 11) S 44° 38' 56" W 34.06' to the place of beginning.

Being known as "Patchwork Farms", a subdivision of Baltimore

PETITION FOR SPECIAL HEARING 10th Election District

LOCATION: Northeast side of Monkton Road, 700 feet Northwest of

Carroll Road

DATE AND TIME: Monday, July 15, 1985 at 10:30 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 the Second Amended Final Development Plan of Patchwork Farms showing building envelopes on Tract A.

Being the property of Richard A the plat filed with the Zoning Office. Richard A. Moore

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

June 12, 1985

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING NE/S Monkton Rd., 700' NW/Carroll Road 10th Election District Richard A. Moore - Petitioner Case No. 86-20-SPH

10:30 a.m. Monday, July 15, 1985

Stephen J. Nolan, Esquire 204 West Pennsylvania Avenue

Towson, Maryland 21204

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

> Project Planning Building Department Board of Education Zoning Administration

The state of the s

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE July 8, 1985

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

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

RE: Item No. 307 - Case No. 86-20-SPH Petitioner - Richard A. Moore Special Hearing Petition

Dear Mr. Nolan:

Nicholas B. Commodari

Chairman

Health Department

The Zoning Plans Advisory Committee has reviewed the plans submitted MEMBERS with the above-referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, Engineering but to assure that all parties are made aware of plans or problems with Department of regard to the development plans that may have a bearing on this case. Traffic Engineering The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested

> In view of the fact that your client is amending the final development plan of Patchwork Farms, said amendment was required to be first approved by the Planning Board in accordance with Section 1801.3.A.7.b. of the Zoning Regulations. Even though the Planning Board disapproved this proposal on June 14, 1985, it was your decision to have this petition scheduled

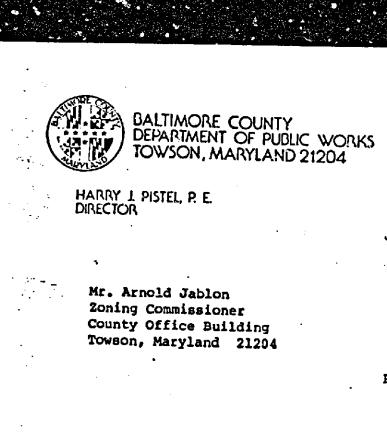
or a hearing date anyway. Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will 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.

> Vary truly yours, Ticholes B. Connederi

NICHOLAS B. COMMODARI Chairman Zoning Plans Advisory Committee

NBu:nr Enclosures

cc: E. F. Raphel & Associates 201 Courtland Avenue Towson, Maryland 21204



Re: Item#307 (1984-1985) Property Owner: Richard A. Moore N/E side Monkton Road District 10th

Dear Mr. Jablon:

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

July 3, 1985

General Comments:

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

Very truly yours, JAMES A. MARKLE, P.E., Chief Bureau of Public Services

and the state of the second of

JAM:PMO:blp

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

May 16, 1985

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

> Item No. 296, 299, 300, 301, 302, 303, 304, 305, 307 308, 309, 310, 311, 312
> Property Owner: 313, 314 Meeting of April 30, 1985 Location: Existing Zoning: Proposed Zoning:

The Department of Traffic Engineering has no comments for item numbers 296, 299, 300, 301, 302, 303, 304, 305, 307, 308, 309, 310, 311, 312, 313, and 314:

Traffic Engineering Assoc. II

MSF/ccm

BALTIMORE COUNTY BALTIMORE COUNTY
OFFICE OF PLANNING AND ZO
TOWSON, MARYLAND 21204 OFFICE OF PLANNING AND ZONING NORMAN E. GERDER

Mr. Richard A. Moore P.O. Box 193 Phoenix, Maryland 21131

> Re: Proposed 2nd Amended Final Development Plan for Patchwork Farms Subdivision X-147

Dear Mr. Moore:

This is to advise you, the Baltimore County Planning Board at its regular scheduled meeting on Thursday, May 16, 1985, failed to approve

Presentations were made, first by Mr. Ronald Baldwin, representing the current eleven (11) property owners residing in Patchwork Farms and then by your attorney Mr. Stephen J. Nolan. After testimony the Board by an eight (8) to two (2) vote disapproved the amendment.

> Norman E. Gerber Secretary to the Planning Board

> > May 15, 1985

NEG:rh

cc: Arnold Jablon Stephen J. Nolan

## BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon TO Zoning Commissioner June 14, 1985 Norman E. Gerber FROM Director of Planning and Zoning

SUBJECT PROPOSED SECOND AMENDED FINAL DEVELOPMENT PLAN, "PATCHWORK FARMS" (ZAC ITEM #307)

At its regular meeting on Thursday, May 16, 1985, the Baltimore County Planning Board adopted the following Resolutions:

> RESOLVED, that the Baltimore County Planning Board <u>DISAPPROVES</u> the proposal of the second amended Final Development Plan, for "Patchwork Farms" subdivision as not being in accord with provisions adopted under authority of Section 504 of the Baltimore County Zoning Regulations.

A copy of the amended plat will be forwarded separately.

NEG:pat

cc: Nick Commodari James Hoswell Sue Carrell Ed Johnson Frank Shearer

Secretary to the Planning Board

INTER-OFFICE CORRESPONDENCE

BALTIMORE COUNTY, MARYLAND

TO Nicholas Commodari, Zoning Department Date May 13, 1985 FROM C. E. Burnham, Chief, Building Plans Review C. 2 B

Item #296 See Comment Item #297 See April 23rd. Agenda Item #298 See April 23rd. Agenda Item #299 See Comment Item #300 See Comment Item #301 Standard Comment Item #302 See Commont Item #303Standard Comment Item #304 Standard Comment Item #305 Standard Comment Item #306 See Comments Item #307 No Comment Item #308 No Comment

Item #309 See Comment Item #310 Standard Comments Item #311 See Comments Item #312 See Comments Item #313 Standard Comments

Cycle I - Item #7 - No Further Comment Item #212 (Revised) No Further Comment

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON MARYLAND 21204 NORMAN E. GERBER DIRECTOR

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

JUNE 25, 1985

Re: Zoning Advisory Meeting of APRIL 30, 1985

Item # 307
Property Owner: RICHARDA. MOORE
Location: NEISIDE MONKTON RO. 700

Dear Mr. Jablon:

N/W OF CARROLL RD The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are

> (X)There are no site planning factors requiring comment. ( )A County Review Group Meeting is required.
> ( )A County Review Group Meeting is required.
> ( )A County Review Group meeting was held and the minutes will be forward by the Bureau of Public Services.
> ( )This Site is part of a larger tract; therfore 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 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.

( )Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations.

(Development of this site may constitute a potential conflict with the Baltimore County Master Plan. DISAPPRACEO

(X) The amended Development Plan was paperoved by the Planning Board on THURSON Must comply with Baltimore County Landscape Manual.

(Diandscaping: Must comply with Baltimore County Landscape Manual.

(I) The property is located in a deficient service area as defined by Bill 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 Bill 178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.

are re-evaluated annually by the county country.

(X) Additional comments:

THE PROPOSED SECOND AMENDED FINEL

DEVELOPMENT PLON "PATCHWORK FORMS"

FILE # X-147 WA'S DISOPPROVED BY THE

PLONNING BOORD ON 5/16/85

Chief, Current Planning and Development

## BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon TO Zoning Commissioner Date\_\_\_July 3, 1985 Norman E. Gerber, Director

FROM Office of Planning and Zoning

SUBJECT Zoning Petition No. 86-20-SpH

On May 16, 1985, the Baltimore County Planning Board disapproved the proposed Second Amended Development Plan of Patchwork Farms. Consequently, the subject petition is not in conformance with Section 1801.3.A.7.b.i. of the Baltimore County Zoning Regulations and the special exception may not be granted. Additionally, it should be noted that the Planning Board decision has been appealed by the petitioner to the County Board of Appeals.

It is, therefore, the opinion of this office that the subject petition should not be considered at this time.

Norman E. Gerber, Difector Office of Planning and Zoning

NEG:JGH:slm

Acres: District: Dear Mr. Jablon:

JED find. 5-28-85

May 24, 1985

the proposal of the 2nd Amended Final Development Plan for Patchwork Farms subdivision.

BALTIMORE COUNTY FIRE DEPARTMENT TOWSON, MARYLAND 21204-2586 494-4500

Mr. Arnold Jablon Zoning Commissioner Office of Planning and Zoning Baltimore County Office Building

Attention: Nick Commodari, Chairman

RE: Property Owner: Richard A. Moore

Zoning Plans Advisory Committee

Paul H. Reincke Chief

Towson, Maryland 21204

Location: N/E side Monkton Road, 700' N/W of Carroll Road Zoning Agenda: Meeting of 4-30-85 Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this

Bureau and the comments below marked with an "X" are applicable and required

to be corrected or incorporated into the final plans for the property. ( ) 1. Fire hydrants for the referenced property are required and shall be located at intervals or \_\_\_\_\_ feet along an approved road in accordance with Baltimore County Standards as published by the

( ) 2. A second means of vehicle access is required for the site.

Department of Public Works.

to occupancy.

Special Inspection Division

( ) 3. The vehicle dead end condition shown at EXCEEDS the maximum allowed by the Fire Department. ( ) 4. The site shall be made to comply with all applicable parts of the

( ) 6. Site plans are approved, as drawn. ( ) 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWER: Planning Gloup 5/16/87 Approved: Errol M. Markow;

Fire Prevention Code prior to occupancy or beginning of operation. (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

SUBJECT Zoning Advisory Committee Meeting Scheduled April 30, 1985

Item #314 See Comments

LAW OFFICES NOLAN, PLUMHOFF & WILLIAMS J. EARLE PLUMHOFF CHARTERED NEWTON A. WILLIAMS RALPH E. DEITZ WILLIAM M. PESSON, JR. 5 204 WEST PENNSYLVANIA AVENUE THOMAS J. RENNER 9026 LIBERTY ROAD WILLIAM P. ENGLEHART, JR TOWSON, MARYLAND 21204 RANDALLSTOWN, MARYLAND 21133 STEPHEN J. NOLAN \* (301) 823-7800 G. SCOTT BARHIGHT (301) 922-2121 ROBERT L. HANLEY, JR. ROBERT S. GLUSHAKOW RUSSELL J. WHITE June 3, 1985 \*ALSO ADMITTED IN D.C. HAND DELIVERY Itam No. 307 Mr. Norman E. Gerber Secretary to the Planning Board Office of Planning and Zoning Towson, Maryland 21204 ZONING DEPARIMENT Re: Notice of Appeal of Richard A. Moore - Proposed 2nd Amended Final Development Plan for Patchwork Farms Subdivision X - 147. Dear Mr. Gerber: As counsel for the appellant, Richard A. Moore, I am hand delivering herewith an original and two copies of Notice of Appeal for filing with the County Board of Appeals with regard to the decision of the Baltimore County Planning Board on May 16, 1985. Also enclosed is our check in the amount of \$100.00 to cover the cost of filing this appeal. I will appreciate your acknowledging your timely receipt of this appeal notice by signing or receipting the enclosed copy of this letter and returning the same to me in the enclosed selfaddressed envelope. Thank you for your kind assistance. SJN/cac Enclosures cc: Edith T. Eisenhart. Administrative Secretary to the County Board of Appeals of Baltimore County Arnold Jablon Zoning Commissioner EXHIBIT "A" OFFICE OF PLANNING AND ZONING TON/SON, MARYLAND 21204

May 24, 1985

This is to advise you, the Baltimore County Planning Board at its

Presentations were made, first by Mr. Ronald Baldwin, representing

regular scheduled meeting on Thursday, May 16, 1985, failed to approve

the proposal of the 2nd Amended Final Development Plan for Patchwork

the current eleven (11) property owners residing in Patchwork Farms and then by your attorney Mr. Stephen J. Nolan. After testimony the Board by an eight (8) to two (2) vote disapproved the amendment.

Re: Proposed 2nd Amended Final Development

Plan for Patchwork Farms Subdivision X-147

Secretary to the Planning Board

NORMAN E. GERBER

Mr. Richard A. Moore

Phoenix, Maryland 21131

P.O. Box 193

Dear Mr. Moore:

Farms subdivision.

NEG:rh

cc: Arnold Jablon

Stephen J. Nolan

Mr. Norman E. Gerber

cc: Mr. Ronald Baldwin

Brice G. Dowell, Esquire

Gene Raphel, P.L.S. E. F. Raphel Associates

Mr. Richard A. Moore

June 3, 1985

Page 2

IN THE MATTER OF THE PROPOSED 2nd AMENDED FINAL DEVELOPMENT PLAN OF RICHARD A. MOORE FOR PATCHWORK FARMS SUBDIVISION X-147. TRACT A 10th DISTRICT practice. NOLAN, PLUMHOFF & WILLIAMS.

NOTICE OF APPEAL Madame Secretary: Please docket an appeal to the County Board of Appeals of Baltimore County, pursuant to Section 22-61(A) of the Baltimore County Code, from the decision of the Baltimore County Planning Board at its regular meeting on May 16, 1985. A copy of the Planning Board's letter dated May 24, 1985, concerning the action from which this appeal is taken, is attached hereto and incorporated herein by reference as "Exhibit A." Kindly enter the appearance of STEPHEN J. NOLAN and NOLAN, PLUMHOFF & WILLIAMS, Chartered as counsel for the Appellant, RICHARD A. MOORE, whose address is 3312 Paper Mill Road, Post Office Box 193, Phoenix, Maryland The grounds for this appeal are that the decision of the Baltimore County Planning Board in failing and refusing to approve the requested 2nd Amended Final Development Plan for Patchwork Farms subdivision was arbitrary, capricious, illegal, not supported by the evidence, and not in accordance with the applicable regulations and sound planning policies and

> LAW OFFICES NOLAN, PLUMHOFF & WILLIAMS, CHARTERED STEPHEN J. NOLAN

> > COPY

204 W. Pernsylvania Avenue Towson, Maryland 21204 (301) 823-7800 Attorneys for Appellant, Richard A. Moore

DATED: June 3, 1985

COUNTY BOARD OF APPEALS

ZUMING DEPARTMENT

Mr. Arnold Jablon, Zoning Commissioner Baltimore County Office Building, Room 109 111 West Chesapeake Avenue Towson, Maryland 21204

Dear Mr. Jablon:

BICHARD MOORE

Per your request during the recent special zoning hearing (86-20-SPH). I am forwarding a copy of the Patchwork Homeowners Association Annual Meeting Minutes of January 16, 1985. On page two, you will find the recorded results of our yearly election of

PATCHWORK HOMEOWNERS ASSOCIATION

Please let me know if you need any additional information. Thank you for your attention.

Sincerely yours,

Ronald L. Baldwin, President Patchwork Homeowners Assn.

PATCHWORK HOMEOWNERS' ASSOCIATION ANNUAL MEETING January 16, 1985

Brice Dowell opened the meeting with a summary of the discussion

he had had earlier in the week with Dick Moore. At that time, Dick had indicated that there is only a "remote" chance of the County's taking over our roadway because of the County's requirements of a three-inch overlay (we have only about 2 inches) and an 18-foot width (we have 16 feet). Brice then proceeded to outline the three issues which Dick, in

his absence, wished brought up at this meeting. First, Dick offered to deed to the Association a small parcel of land fronting Monkton Road. Discussion centered around the potential value or liabilities of owning the land, and Ron Baldwin moved to table the issue until some determination can be made with the Salvation Army regarding a possible trade of the frontage piece for the portion of our roadway owned by that organization. The motion carried.

Second, Dick has sold the building lot located roughly where the paper Hillside Lane existed and requests that Association membership be granted to the lot so that the builder may have driveway access to Patchwork Court. While an additional membership would result in additional funds for the Association, questions arose regarding the size and style of the new house, and, in particular, the affect the new house would have on the view from the Baldwins' home. The members voted to table any decision on this matter until further information could be gathered regarding the aesthetics of the proposed house and property

Third, Dick Moore offered to deed to the Association the drainage ditch easement, which would give the Association the right to clean or repair that pipeline. Ron Baldwin moved that the Association accept the deed, and the motion passed.

Additional information which Brice reported from his meeting with Dick Moore was that Dick plans to build "modest" speculation homes on the remaining two lots.

A question arose regarding whether the horse farm adjoining our lots was sold without any covenant protecting its farm status. Sheila Haskell noted that their contract of sale on their lot includes a requirement that Moore honor such a covenant. Brice will check out this matter and report back to the members.

Jim Davis then asked about the Salvation Army land, and it was reported that while the land is for sale, the land is zoned so that only one house per 50 acres is permitted, and the selling price is nearly \$500,000 for those 171 acres.

Page Two

The Treasurer's report showed that we have \$187.65 in a checking account for annual dues, and \$362.30 in a savings account for road funds. We also have a C.D. of \$624 for road funds.

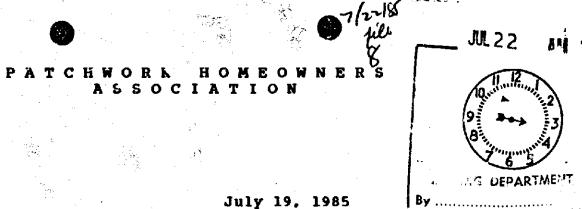
This report spurred a discussion of the road condition. Martha Young moved that the Association obtain estimates to repair the immediate and long-term problems of the roadway. The motion passed. Ron Baldwin indicated that he would ask his subcontractor for estimates, and Nancy Rinehimer would request estimates from Jeff Rodgers' subcontractor.

Election of officers for 1985 was held. Ron Baldwin was elected President, and Karen Fornoff will serve as Secretary-Treasurer.

In the ensuing discussion of new issues, Brice moved that our current \$20.00 annual dues remain the same. The motion was adopted, and the 1985 dues are payable by March. The determination of the amount of the road fund assessment was postponed until we have further information on the need for any road repairs.

Karen Fornoff expressed concern about the need for a sign to encourage drivers in the Court to slow down for the sake of the children. John Dillon stated that he could obtain the sign at a wholesale price. Karen moved that a sign be posted stating, "Slow Children at Play." The motion was accepted.

The meeting was then adjourned.



Mr. Arnold Jablon, Zoning Commissioner Baltimore County Office Building, Room 109 111 West Chesapeake Avenue Towson, Maryland 21204

Dear Mr. Jablon:

RICHARD MOORE

Per your request during the recent special zoning hearing (86-20-SPH), I am forwarding copies of (a) the Haskell's contract of sale for Lot number 3 including the 'SPECIAL COVENANT' restricting the development of the adjacent farm and (b) the Declaration of Restrictions which includes Lots 1 through 11 but makes no reference to TRACT 'A'.

I am sure these documents will be helpful to you in making your decision. Please let me know if you need any additional information. Thank you for your attention.

Sincerely yours.

Ronald L. Baldwin, President Patchwork Homeowners Assn.

· Enclosures

J. EARLE PLUMHOFF NEWTON A. WILLIAMS WILLIAM M. HESSON, JR. 4 WILLIAM P. ENGLEHART, JR. STEPHEN J. NOLAN\* ROBERT L. HANLEY, JR. JOSEPH T. WILLIAMS ROBERT S. GLUSHAKOV \*ALSO ADMITTED IN D.C.

HAND-DELIVERY

LAW OFFICES NOLAN, PLUMHOFF & WILLIAMS CHARTERED 204 WEST PENNSYLVANIA AVENUE TOWSON, MARYLAND 21204

OF COUNSEL RALPH E. DEITZ 9026 LIBERTY ROAD RANDALLSTOWN, MARYLAND 21133 (301) 922-2121 RUSSELL J. WHITE

> AM Z . - CIG DEPARTMENT

Honorable Arnold Jablon Zoning Commissioner for Baltimore County County Office Building Towson, Maryland 21204

> Re: Case No.: 86-20-SPH, Item No. 307 Petiticaer: Richard A. Moore Proposed Second Amended Final Development Plan for "Patchwork Farms", Lot 12 Hearing Date: July 15, 1985

July 22, 1985

#### Dear Commissioner Jablon:

As counsel for the Petitioner in the above-entitled case, I am writing to submit certain additional documentation with regard to the hearing you held on July 15, 1985 concerning Lot 12 of Patchwork

At that hearing, Mrs. Sheila Haskell testified concerning representations she contends were made to her by Mr. Moore or his agent with regard to restrictions on the development of "Tract A", which is the subject of the July 15th hearing. The Petitioner testified and he continues to assert that there was never any agreement that "Tract A" would not be improved with a house. In support of this contention, we submit the following documents which were obtained by Mr. Moore at our office after the July 15th hearing:

- 1. Contract of Sale for Lot 3 of Patchwork Farms dated February 6, 1979 between Mr. Moore and Mr. and Mrs. Haskell. The handwritten notation at the bottom of page one which refers to the restricted development of the "adjacent property" has been stricken and initialled by all parties.
- 2. A typewritten addendum with a provision entitled "Special Covenant" discloses that Mr. Moore agreed that he would "not

Honorable Arnold Jablon Zoning Commissioner for Baltimore County

July 22, 1985

subdivide the 60 acre farm adjoining the eastern boundary of 'Patchwork Farms' into more than three building lots....[and that this covenant shall not apply to any other land of the grantor herein..." [Emphasis added].

3. Deed dated May 7, 1979 for Lot 3 and recorded among the Land Records of Baltimore County in Liber 6018, folio 612 which does not refer to any restrictions on remaining lands of grantor. A copy of this last document was obtained by our

In view of the fact that the "Special Covenant" appended to the Contract of Sale is directed to the "farm adjoining the eastern boundary of 'Patchwork Farms'" and Tract A is not by definition within the scope of the Special Covenant, we respectfully contend that no agreement exists which would limit Mr. Moore's right to construct a building on Tract A, now called Lot 12.

Inasmuch as these documents were only obtained by Mr. Moore immediately following last Monday's hearing, his review of documents concerning other Patchwork lots is continuing. We will promptly provide the Commissioner with any other relevant documentation when it is

Thank you for your consideration of these supplemental materials which are clearly responsive to the issues raised at the recent hearing.

SJN:med Enclosures

c.c.s. Mr. Ronald Baldwin

Peter Max Zimmerman, Esquire Deputy People's Counsel

Mr. and Mrs. Donald F. Haskell

Mr. Richard A. Moore

Mr. Eugene F. Raphel, P.L.S.

J. EARLE PLUMHOFF **NEWTON A. WILLIAMS** WILLIAM M. HESSON, JR. THOMAS J. RENNER WILLIAM P. ENGLEHART, JR STEPHEN J. NOLAN\* ROBERT L. HANLEY, JR. JOSEPH T. WILLIAMS

PALSO ADMITTED IN D.C.

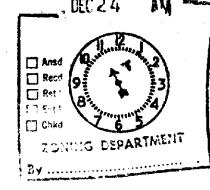
NOLAN, PLUMHOFF & WILLIAMS CHARTERED 204 WEST PENNSYLVANIA AVENUE TOWSON, MARYLAND 21204

RALPH E. DEITZ 9026 LIBERTY ROAD RANDALLSTOWN, MARYLAND 21133 (301) 922-2121 RUSSELL J. WHITE

December 24, 1985

### HAND DELIVERY

Edith T. Eisenhart, Administrative Secretary to the County Board of Appeals of Baltimore County Court House Towson, Maryland 21204



Re: Case No. CBA-85-114 In the matter of RICHARD A. MOORE Re: Second Amended Final Development Plan of Patchwork Farms Subdivision, X-147, Tract A 10th District

## Dear Madam Secretary:

As counsel for the Appellant, Richard A. Moore, I am filing herewith a Motion for Voluntary Dismissal and proposed Order in the above-entitled case.

As the result of an Agreement which was reached with Patchwork Farms Homeowners Association, Inc., we have obtained the the signatures of all homeowners in the subdivision on the subject Second Amended Final Development Plan of Patchwork Farms Subdivision and will proceed to record the same after the requisite approvals by the Office of Planning and Zoning and the Zoning Commissioner have been obtained.

Pursuant to Board Rule 3(b), we are requesting that the dismissal be entered without prejudice to our client's right to proceed with the recording of the subject plan.

Richard A. Moore December 24, 1985 Page 2

Thank you for your kind assistance.

cc: Arnold Jablon Zoning Commission for Baltimore County

> Norman E. Gerber Secretary to the Planning Board

Thomas J. Bollinger, Esquire Counsel to the Board of Appeals Susan S. Carrell

Office of Current Planning

Mr. Ronald L. Baldwin, President Patchwork Farms Homeowners Association, Inc.

Mr. Richard A. Moore Mr. Eugene F. Raphel

10th District

IN THE MATTER OF RICHARD A. MOORE COUNTY BOARD OF APPEALS Re: Second Amended Final Development Plan-Patchwork Farms Subcivision, BALITIMORE COUNTY X-147, Tract A

No. CBA-85-114

MOTION FOR VOLUNTARY DISMISSAL OF APPEAL

\* \* \* \* \* \* \* \* \* \* \* \* \*

MADAM SECRETARY:

The Appellant, RICHARD A. MOORE, by his attorneys, Stephen J. Nolan, and Nolan, Plumboff & Williams, Chartered, voluntarily moves for dismissal of his Notice of Appeal which was filed in this case on June 3, 1985, without prejudice.

Dated: December 24, 1985

204 W. Pennsylvania Avenue Towson, Maryland 21204

(301) 823-7800

Attorneys for the Appellant, Richard A. Moore

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of of December, 1985,

copies of the foregoing Motion for Voluntary Dismissal of Appeal and

proposed Order were mailed or hand delivered to:

Thomas J. Bollinger, Esquire Assistant County Attorney Office of Law Court House - Mezzanine Towson, Maryland 21204

Norman E. Gerber, Director Office of Planning & Zoning Courts Building, Fourth Floor Towson, Maryland 21204

Armold Jablon Zoning Commissioner for Baltimore County County Office Building Towson, Maryland 21204 (Case No. 86-20-SPH)

Mr. Ronald L. Baldwin, President Patchwork Farms Homeowners Association, Inc. 4 Patchwork Court Monkton, Maryland 21111

Susan S. Carrell Office of Current Planning

County Office Building

Towson, Maryland 21204

IN THE MATTER OF RICHARD A. MOORE COUNTY BOARD OF APPEALS Re: Second Amended Final Development Plan-Patchwork Farms Subdivision, BALTIMORE COUNTY X-147, Tract A No. CBA-85-114 10th District to the contract of the contrac

## ORDER OF DISMISSAL

Appeal of RICHARD A. MOORE from the decision of the Baltimore County Planning Board which was filed on May 16, 1985, regarding property located on the northeast side of Monkton Road, northwest of Carroll Road, in the Tenth Election District of Baltimore County.

WHEREAS, the Board of Appeals is in receipt of a Motion for Voluntary Dismissal of Appeal filed on December 24, 1985, a copy of which is attached hereto and made a part hereof, from the attorney representing the Appellant in the above entitled matter; and

WHEREAS, the said attorney for the Appellant requests that the appeal filed by them be dismissed without prejudice and withdrawn as of December 24, 1985.

IT IS HEREBY ORDERED this day of said appeal be and the same is DISMISSED WITHOUT PREJUDICE.

> COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

WILLIAM T. HACKETT, Chairman

SJN-12/24/85-2

SJN-12/24/85

Room 200 Court Mouse Towson, Maryland 21204 (301) 494-3180 January 10, 1986

ZONALG DEPARIAMENT

Stephen J. Nolan, Esq. 204 W. Pennsylvania Ave. Towson, MD. 21204

Dear Mr. Nolan:

Re: Case No. CBA-85-114 Richard A. Moore

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

cc: Richard A. Moore Ron Baldwin Brice G. Dowell, Esq. Gene Raphel

Thomas J. Bollinger, Esq. Arnold Jablon Norman Gerber

Susan Carrell

James Hoswell

IN THE MATTER OF COUNTY BOARD OF APPEALS RICHARD A. MOORE Re: Second Amended Final Development Plan-BALTIMORE COUNTY Patchwork Farms Subdivision,

X-147, Tract A

10th District

ORDER OF DISMISSAL

Appeal of RICHARD A. MOORE from the decision of the Baltimore County Planning Board which was filed on May 16, 1985, regarding property located on the northeast side of Monkton Road, northwest of Carroll Road, in the Tenth Election District of Baltimore County.

WHEREAS, the Board of Appeals is in receipt of a Motion for Voluntary Dismissal of Appeal filed on December 24, 1985, a copy of which is attached hereto and made a part hereof, from the attorney representing the Appellant in the above entitled matter; and

WHEREAS, the said attorney for the Appellant requests that the appeal filed by them be dismissed without prejudice and withdrawn as of December 24, 1985.

said appeal be and the same is DISMISSED WITHOUT PREJUDICE.

BALTIMORE COUNTY

No. CBA-85-114

\* \* \* \* \* \*

SJN-12/24/85-2

IT IS HEREBY ORDERED this 10th day of January , 1986, that

COUNTY BOARD OF APPEALS OF

lawrence E. Schmidt Killer Popular

IN THE MATTER OF RICHARD A. MOORE

COUNTY BOARD OF APPEALS

Re: Second Amended Final Development Plan-Patchwork Farms Subdivision, X-147, Tract A

BALTIMORE COUNTY No. CBA-85-114 

MOTION FOR VOLUNTARY DISMISSAL OF APPEAL

MADAM SECRETARY:

The Appellant, RICHARD A. MOORE, by his attorneys, Stephen J. Nolan, and Nolan, Plumboff & Williams, Chartered, voluntarily moves for dismissal of his Notice of Appeal which was filed in this case on June

Dated: December 24, 1985

3, 1985, without prejudice.

204 W. Pennsylvania Avenue Towson, Maryland 21204 (301) 823-7800

Attorneys for the Appellant, Richard A. Moore

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24 day of of December, 1985,

copies of the foregoing Motion for Voluntary Dismissal of Appeal and proposed Order were mailed or hand delivered to:

Thomas J. Bollinger, Esquire Office of Law Court House - Mezzanine Towson, Maryland 21204

The state of the s

Norman E. Gerber, Director Office of Planning & Zoning Courts Building, Fourth Floor Towson, Maryland 21204

Armold Jablon Zoning Commissioner for Baltimore County County Office Building Towson, Maryland 21204 (Case No. 86-20-SPH) Mr. Ronald L. Baldwin, President Patchwork Farms Homeowners Association, Inc. 4 Patchwork Court Monkton, Maryland 21111

Susan S. Carrell Office of Current Planning

County Office Building

Towson, Maryland 21204

SJN-12/24/85

DATE AND TIME: Monday, July 15, 1985 at 10:30 a.m. PUBLIC HEARING: Room 106. County Office Building, 115 W. Chesapeake Avanue, Towson, Maryland. The Zoning Commissioner of Balti-more County, by authority of the Zoning Act and Regulations of Balti-more County, will hold a public hear-Petition for Snetial Heating under Section 508.7 of the Battimore County Zoning Regulations, to determine a phattim or set the Zoning County C Demissioner and on the sale Zoning Commissioner should approve the Sace Amended Final Development Plan of Pytchwork Forms showing building on velopes on Treat A

Being the property of Richard A. Moore as shown on plet plan filed with the Zoning Office. In the event that this Petition is gramed, a building permit may be issued within the thirty (30) day appeal period. The Zoring Courties secure 28, however, entertain any request for 5-tary of the disparce of said permit-suring this period life.

FICATE OF PUBLICATION

was published in the TOWSON TIMES, a weekly newspaper distributed in Towson, Baltimore County, Md., onse a week for \_\_\_\_\_\_ consecutive weeks, the first publication appearing on the \_\_\_\_\_\_ day of

> The TOWSON TIMES Cost of Advertisement: \$47.77

LOCATION: Northeast side of Munkton Road, 700 feet Northwest of Carroll Road
DATE AND TIME: Monday, July 15, 1985 at 10:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 W.
Chesspeake Avenue, Towson, Maryland soner and/or Deputy Zoning Commis-tioner should approve the Second Amended Final Development Plan of Patchwork Farms showing building envelopes on Tract A.

Being the property of Richard A.

Moore as shown on the plat filed with the Zoning Office.

In the event that this Petition is granted, a building needs 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 as the hearing. by Order Of
ARNOLD JABLON,
Zoning Commissioner
of Baltimore County

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, that the annexed advertisement was

THE JEFFERSONIAN,

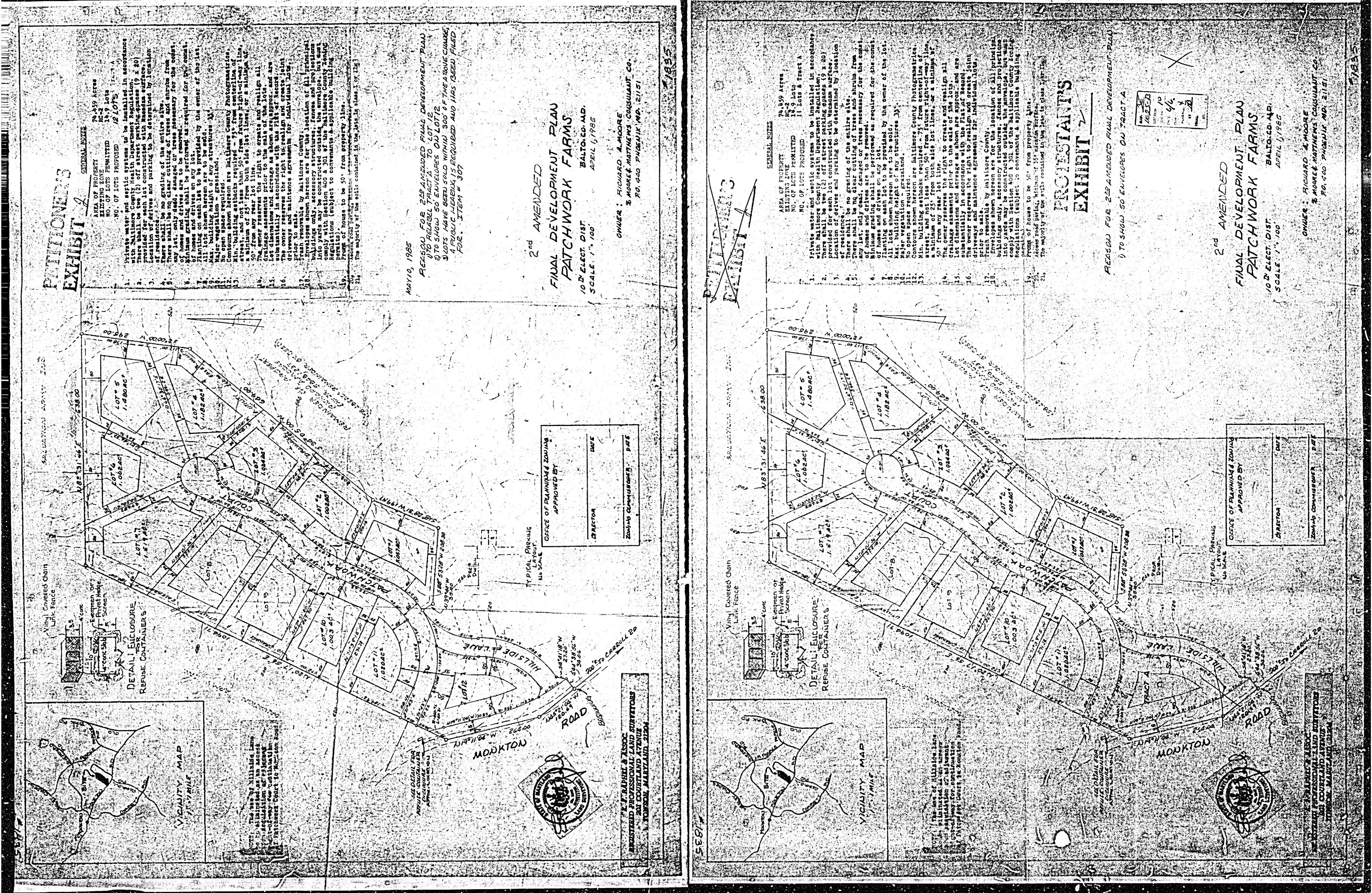
Cost of Advertising

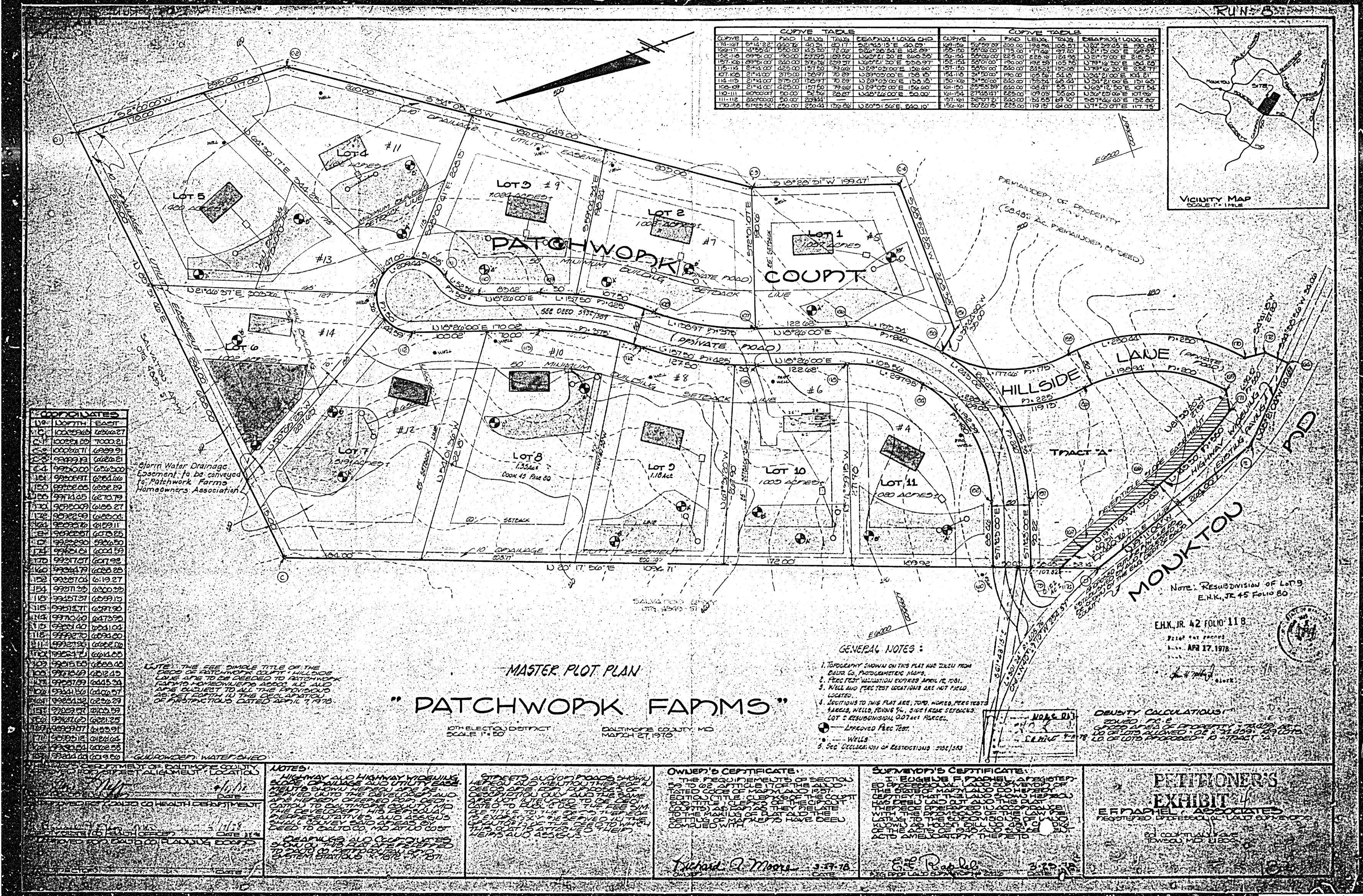
24.75

Morr-existing. CERTIFICATE OF POSTING District 10Th Posted for: Special Hearing Richard A Moore Location of property: NE/S Mon Kon Rd 700' NW Carrell Rd Location of Signer Facing Monkton Rd, Approvi 15' Fr. 700 dway on Proporty of fotilions

County Office Building 111 W. Chesapeake Avenue Towson, Maryland 21204 Your petition has been received and accepted for filing this day of day. 1985. Petitioner's Stephen J. Holen. Paguire Chairman , Zoning Plans

Advisory Committee





## LIDER 5 9 3 2 PAGE 3 8 7

of the roads and other necessary corporate expenses and each lot owner will pay his proportionate share. Upon filing for record of a Revised Plat wherein Patchwork Court extends to the County Road known as Monkton Road all right to the use of Hillside Lane shall automatically terminate and Patchwork Farms Homeowners Association, Inc., shall execute a Deed reconveying said Road to Richard A. Moore, his heirs and assigns, in fee simple, free and clear of any right of use by owners of lots in the aforesaid subdivision.

13. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant for the owner of any part of said land included on said Plat, their respective legal representatives, heirs, successors and assigns. Failure of the Declarant or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.

14. These restrictions shall be binding until the first day of July in the year 2004. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The provisions for the maintenance of the private roads known as Hillside Lane and Patchwork Court shall be binding in perpetuity.

15. Invalidation of any of these covenants, agreements, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in force and effect.

16. These restrictions shall apply to the lots as shown on the aforesaid Plat. They shall not be binding on any other property of the Declarant, his hoirs and assigns.

AS WITNESS the hand and seal of RICHARD A. MOORE.

Filomena Booth 14 Patchwork Ct. Moneton

Kown Fornoff 6 Patchwork Ct. Montton

6 Patchwork Ct. Monkton Ekurhini 11 Palehal of, Martta

BRICE G. DOWEN 7 PATEHNOME CT

5 PATERWORK OF MONK TON MA - PATCHWORK CT. Monkton MD

Shela 7. Hoskell 9 Fotelwork Ct. Morkton Wel Ceggy 4bokell 9 Patchwak Ct. Morrton

Rould & Baldin 4 Patchwork Ct. Monkton, MD

LIDER 5 9 3 2 PAGE 3 8 8

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7 day of September. 1978 before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RICHARD A. MOORE, and acknowledged the aforegoing Declaration of Restrictions to be his act.

AS WITNESS my hand and notarial seal.

My Commission Expires:

00'61 www #3169961 BL-L- d35 03.2[ +++\* RI 603.5[ 87-T- 952

Per Filmer, II, Kahline, Jr., Clork
Nail to Cheful (a Carrely (u)
Receipt No. 3

Reo'd for record SEP 7 1970 at 19

Vienesseth, that in consideration of the sum of the fillers and other good and valuable considerations, the receipt of which is hereby acknowledged, RICHARD A. MOORE

, the State of Maryland Grantor(s), do(cs) grant unto Baltimore County JONALD F. HASKELL and SHEILA HASKELL, his wife.

, the State of Maryland, Grantee(s), their Baltimore County heirs and assigns, to have and to hold, together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, in fee simple, all that lot of ground and premises situate in Baltimore County State of Maryland, and particularly described as follows:

BEING known and designated as Lot No. 3, as shown on the Plat entitled "Patchwork Farms", which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. No. 42, folio 118.

BEING part of all that property which by deed dated January 16, 1978, and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 5848, folio 237, was granted and conveyed by Audrey Riker unto the said party of the first part.

WY-8-79 246197d - \*\*\*19050 127 -8-79 24519702 \*\*\*\*82.00 WY -8-79 246196CF \*\*\*10250 MY -8-79 2461950# \*\*\*\*\*6.00

And the said grantor(x) hereby covenant(s) that he not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will wairant specially the property hereby granted; that he will execute such further assurances of the same as may be demanded.

Witness the hand(x) and scal(s) of the said grantor(x): RICHARD A. MOORE (SEAL)

Rec'd for record MAY 8 1979 at Per Elmer H. Kahline, Jr., Clerk Wail tCOLONIAL TITLE CO, INC. STATE OF MARYLAND, BASHMORE SOUNTY, to wit:

I HEREBY CERTIFY, That on this 30th day of April , 1979 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Moore

known to me (or satisfactorily proven) to be the person(s) whose name(s) is preximiserabed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and scaled the same.

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

My Commission Expires: July 1, 1982 Atte ann Ge

Vitnesseth, that in consideration of the sum of NR\*/dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, RICHARD A. MOORE

the State of Maryland Grantor(s), do(cs) grant unto DONALD F. HASKELL and SHEILA HASKELL) his wife.

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JUI 11-60 1 1306를 \*\*\*\*\*6,00 AN 11-60 1 1306AM \*\*\*\*\*5£0 BEING known and designated as Lot No. 3, as shown on the Plat entitled "Patchwork Farms", which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. No. 42, folio 118.

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RANSFER TAX NOT REQUIRED RANDOWH B. ROCENCRANTZ BALTIMORE COUNTY, MARYLAND 6-11-81 AGRORD DOWNER Levil 85.

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Witness the hand(x) and scal(s) of the said grantor(x):

Resid for resort MAY 8 1979 at 1 Per Elmer H. Kahline, Jr., Clerk Mail tCOLONIAL TITLE CO., INC.

STATE OF MARYLAND, BARTIMORE COUNTY, to wit: (SEAL)

I HEREBY CERTIFY, That on this 30th day of april , 1979 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Moore

Dette ann a

known to me (or satisfactorily proven) to be the person(s) whose name(s) is prexabscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same

Rec'd for record (UN 11855980) Hat OF, 1 th cunto set my hand and official scal. Per Elmer H. Kahlins, Jr., Clerk Mail to OLONIAL TITLE CO. L'SC. July 1' Receipt No. Commission Express. July 1'

Petitioner

ZONING COMMISSIONER

BALTIMORE COUNTY

CASE NO. 86-20-5PH \*\*\*\*\*\*\*\*\*\*

JOINT AFFIDAVIT The undersigned, being members of the Patchwork Farm Home-

owners' Association, being qualified to testify herein, depose and state as follows:

1. The undersigned are all homeowners and members of the Patchwork Farms Homeowners' Association ("the Association" hereinafter) and currently live in the Patchwork Farms development (the Development) in northern Baltimore County.

2. All of the undersigned with the exception of Francis and Filamena Booth purchased their building lots from Mr. Richard A. Moore ("Mr. Moore" hereinafter), the developer.

3. Mr. Moore has filed a Second Amended Final Development Plan for the Development, seeking to include therein "Tract A", a one acre parcel of land bordering Monkton Road and Patchwork Court. The undersigned are opposed to the requested Second Amended Final Development Plan for the following reasons:

ings of the Association over this matter, it has become quite clear

that most, if not all, of the members of the Association, prior to

A. Based on numerous conversations and meet-

purchasing their lots, were advised either by Mr. Moore or by his agents that Mr. Moore owned the 90 acre farm (Patchwork Farm) immediately to the east and south of the Development. The members were further told and advised that there was a restriction on the deed to that farm which Mr. Moore owned which would prevent his further sub-dividing the said farm for further development purposes "for at least twenty-five years" from the date the Development was begun.

B. Most, if not all of the members of the Association, not being involved in real estate as a profession and being otherwise uneducated with regard to the preparation of plats and/or development plans, placed no particular importance on the fact that Tract A was listed on the original plat. In fact, it was the members' understanding based on information provided by Mr. Moore and/ or his agents that the only reason Tract A existed on the original development plat was that Hillside Lane had to appear thereon to satisfy Baltimore County that an access route to the Development

Based on the members' common sense understanding of what they, or the majority of them, were told, it was their understanding and belief that Mr. Moore's farm, which was fully enclosed by fencing, would not be sub-divided for further development. Tract A was fenced, as was the rest of Mr. Moore's farm, and, to the untrained and uneducated eye, appeared to be a part of Mr. Mocre's farm, which was governed by the twenty-five year restriction on further development.

C. The owners of the first and eleventh lots, prior to their building plans being approved by Mr. Moore, were advised by Mr. Moore and/or his agents that they had to build one story homes so that the aesthetic effect of the landscape in the area would not be harmed or degraded. Based on information which Mr. Moore provided to the members of the Association, it was and is him intent to build or cause to have built a home on Tract A thereby destroying whatever aesthetic benefit was present in the landscape on the southern exposure of the Development.

D. The inclusion of Tract A in the Development will further damage the private road of the Association which runs through the Development, a road which has deteriorated markedly since its construction, has already been repaired extensively once and currently needs to be repaired a second time.

Patricia lanis

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER

:::::::

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the

People's Counsel for Baltimore County

Max Cumeron

above-captioned matter. Notices should be sent of any hearing dates

or other proceedings in this matter and of the passage of any preliminary

Peter Max Zimmerman

Rm. 223, Court House

Towson, MD 21204

of the foregoing Entry of Appearance was mailed to Stephen J. Wolan,

Esquire, Nolan, Plumhoff & Williams, Chartered, 204 W. Pennsylvania

Ave., Towson, MD 21204, Attorney for Petitioner.

Deputy People's Counsel

I HEREBY CERTIFY that on this 21st day of June, 1985, a copy

RICHARD A. MOORE, Petitioner : Case No. 86-20-SPH

OF BALTIMORE COUNTY

NE/S of Monkton Rd., 700' NW

or final Order.

of Carroll Rd., 10th District :

IN RE: PETITION SPECIAL HEARING NE/S of Monkton Road, 700 NW of Carroll Road - 10th Election District Richard A. Moore,

Petitioner

ZONING COMMISSIONER OF BALTIMORE COUNTY Case No. 86-20-SPH

\* \* \* \* \* \* \* \* \* \*

Pursuant to the Order of Dismissal rendered in Case No. CBA-85-114 on January 10, 1986 by the Board of Appeals for Baltimore County, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 17 to day of January, 1986, that the request for approval of the Second Amended Final Development Plan of Patchwork Farms, which shows building envelopes on Tract A, is moot since Section 1801.3.A.7.b.i, Baltimore County Zoning Regulations (BCZR), requires prior approval of a proposed amendment to a development plan by the Baltimore Councy Planning Board before the Zoning Commissioner may approve same and since the subject matter in Case No. CBA-85-114 and the instant case was and is the same and, as such, the Petition for Special Hearing is hereby DISMISSED without prejudice.

cc: tephen J. Nolan, Esquire Mr. Ronald F Baldwin People's Counsel

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

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

RE: Petition for Special Hearing NE/S Monkton Rd., 700' NW/Carroll Road 10th Election District Richard A. Moore - Petitioner

Dear Mr. Moore,

This is to advise you that \$77.52 is due for advertising and posting of the above property. This fee must be paid before

This fee must be paid and the zoning sign and post returned on the day of the hearing. Do not remove sign until day of the hearing.

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

7/23/85 R-01-615-000 AMOUNT \$ 77.52

RECEIVED Stephen J. Nolan, Esquire Advertising and Posting Case No. 86-20-SPi 8 559\*\*\*\*\*\*775214 5232F

VALIDATION OR SIGNATURE OF CASHIER

ARNOLD JABLON ZONING COMMISSIONER

July 11, 1985

Case No. 86-20-SPH

an Order is issued.

THE COLUMN TO THE PROPERTY OF imore County, Maryland, ty Office Building, No. 007395

g Commissioner

BALTIMORE COUNTY, MARYLAND

MISCELLANEOUS CASH RECEIPT

OFFICE OF FINANCE - REVENUE DIVISION

E. F. RAPHEL & ASSOCIATES Registered Professional Land Surveyors 201 COURTLAND AVENUE TOWSON, MARYLAND 21204 DESCRIPTION TO ACCOMPANY

OFFICE: 825.3908

RESIDENCE: 771-4592 SECOND AMENDED PARTIAL DEVELOPMENT PLAN

"PATCHWORK FARMS"

April 1, 1985

- Beginning for the same at a point in the center of Monkton Road, said point being located northwesterly, 700' from the intersection formed by the center of Monkton Road and the center of Carroll Road, running thence in Monkton Road N 45° 21' 04" W 120.69', and N 19° 11' 04" W 264.00', thence leaving Monkton Road, and binding on the outline of "Fatchwork Farms", the following courses and distances 1) N 20° 17' 56" E 1094.71', 2) N 83° 31' 46" E 638.00', 3) S 2° 00' 00" W 295.00', 4) S 34° 05' 00" W 649.00', 5) s 18° 28' 31" w 199.47', 6) s 88° 53' 28!" w 208.38'; 12 3 7) N 390 441 00" W 35.00', to a point on the southeastern side of Patchwork Court and Hillside Lane, thence leaving Patchwork Court. and binding on the southeast side of Hillside Lane, 8) by a curve to the left, with a radius of 175!, for a distance of 177.46!, 9) ty a curve to the right, with a radius of 250', for a distance of 250.44', 10) S 40 41' 18" W 27.20', thence leaving Hillside Lane 11) S 44° 38' 56" W 34.06' to the place of beginning.

Being known as "Patchwork Farms", a subdivision of Baltimore

PETITION FOR SPECIAL HEARING 10th Election District

LOCATION: Northeast side of Monkton Road, 700 feet Northwest of

Carroll Road

DATE AND TIME: Monday, July 15, 1985 at 10:30 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 the Second Amended Final Development Plan of Patchwork Farms showing building envelopes on Tract A.

Being the property of Richard A the plat filed with the Zoning Office. Richard A. Moore

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

June 12, 1985

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING NE/S Monkton Rd., 700' NW/Carroll Road 10th Election District Richard A. Moore - Petitioner Case No. 86-20-SPH

10:30 a.m. Monday, July 15, 1985

Stephen J. Nolan, Esquire 204 West Pennsylvania Avenue

Towson, Maryland 21204

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

> Project Planning Building Department Board of Education Zoning Administration

The state of the s

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE July 8, 1985

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

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

RE: Item No. 307 - Case No. 86-20-SPH Petitioner - Richard A. Moore Special Hearing Petition

Dear Mr. Nolan:

Nicholas B. Commodari

Chairman

Health Department

The Zoning Plans Advisory Committee has reviewed the plans submitted MEMBERS with the above-referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, Engineering but to assure that all parties are made aware of plans or problems with Department of regard to the development plans that may have a bearing on this case. Traffic Engineering The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested

> In view of the fact that your client is amending the final development plan of Patchwork Farms, said amendment was required to be first approved by the Planning Board in accordance with Section 1801.3.A.7.b. of the Zoning Regulations. Even though the Planning Board disapproved this proposal on June 14, 1985, it was your decision to have this petition scheduled

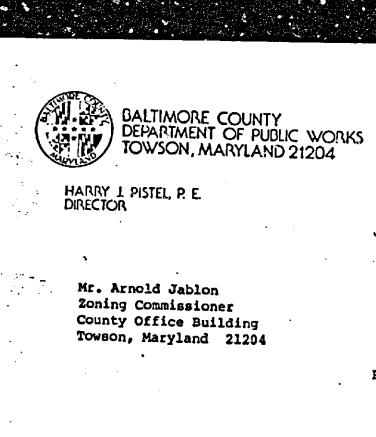
or a hearing date anyway. Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will 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.

> Vary truly yours, Ticholes B. Connederi

NICHOLAS B. COMMODARI Chairman Zoning Plans Advisory Committee

NBu:nr Enclosures

cc: E. F. Raphel & Associates 201 Courtland Avenue Towson, Maryland 21204



Re: Item#307 (1984-1985) Property Owner: Richard A. Moore N/E side Monkton Road District 10th

Dear Mr. Jablon:

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

July 3, 1985

General Comments:

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

Very truly yours, JAMES A. MARKLE, P.E., Chief Bureau of Public Services

and the state of the second of

JAM:PMO:blp

BALTIMORE COUNTY

DEPARTMENT OF TRAFFIC ENGINEERING TOWSON, MARYLAND 21204 494-3550

May 16, 1985

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

> Item No. 296, 299, 300, 301, 302, 303, 304, 305, 307 308, 309, 310, 311, 312
> Property Owner: 313, 314 Meeting of April 30, 1985 Location: Existing Zoning: Proposed Zoning:

Acres: District:

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for item numbers 296, 299, 300, 301, 302, 303, 304, 305, 307, 308, 309, 310, 311, 312, 313, and 314:

Traffic Engineering Assoc. II

MSF/ccm

BALTIMORE COUNTY BALTIMORE COUNTY
OFFICE OF PLANNING AND ZO
TOWSON, MARYLAND 21204 OFFICE OF PLANNING AND ZONING NORMAN E. GERDER

May 24, 1985

Mr. Richard A. Moore P.O. Box 193 Phoenix, Maryland 21131

Re: Proposed 2nd Amended Final Development Plan for Patchwork Farms Subdivision X-147

Dear Mr. Moore:

This is to advise you, the Baltimore County Planning Board at its regular scheduled meeting on Thursday, May 16, 1985, failed to approve the proposal of the 2nd Amended Final Development Plan for Patchwork Farms subdivision.

Presentations were made, first by Mr. Ronald Baldwin, representing the current eleven (11) property owners residing in Patchwork Farms and then by your attorney Mr. Stephen J. Nolan. After testimony the Board by an eight (8) to two (2) vote disapproved the amendment.

> Norman E. Gerber Secretary to the Planning Board

> > May 15, 1985

Zoning Agenda: Meeting of 4-30-85

JED find.

5-28-85

NEG:rh

cc: Arnold Jablon Stephen J. Nolan

BALTIMORE COUNTY FIRE DEPARTMENT TOWSON, MARYLAND 21204-2586 494-4500

Paul H. Reincke Chief

Mr. Arnold Jablon

Gentlemen:

Zoning Commissioner

Towson, Maryland 21204

Office of Planning and Zoning

Baltimore County Office Building

Attention: Nick Commodari, Chairman

RE: Property Owner: Richard A. Moore

Department of Public Works.

to occupancy.

( ) 6. Site plans are approved, as drawn.

Special Inspection Division

Zoning Plans Advisory Committee

Location: N/E side Monkton Road, 700' N/W of Carroll Road

Pursuant to your request, the referenced property has been surveyed by this

to be corrected or incorporated into the final plans for the property.

( ) 2. A second means of vehicle access is required for the site.

EXCEEDS the maximum allowed by the Fire Department.

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

( ) 4. The site shall be made to comply with all applicable parts of the

(X) 5. The buildings and structures existing or proposed on the site shall

REVIEWER: Planning Gloup 5/16/87 Approved: Errol M. Markow;

Bureau and the comments below marked with an "X" are applicable and required

( ) 1. Fire hydrants for the referenced property are required and shall be

( ) 3. The vehicle dead end condition shown at

located at intervals or \_\_\_\_\_ feet along an approved road in accordance with Baltimore County Standards as published by the

Fire Prevention Code prior to occupancy or beginning of operation.

comply with all applicable requirements of the National Fire Protection

Association Standard No. 101 "Life Safety Code", 1976 edition prior

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon TO Zoning Commissioner June 14, 1985 Norman E. Gerber FROM Director of Planning and Zoning

SUBJECT PROPOSED SECOND AMENDED FINAL DEVELOPMENT PLAN, "PATCHWORK FARMS" (ZAC ITEM #307)

At its regular meeting on Thursday, May 16, 1985, the Baltimore County Planning Board adopted the following Resolutions:

RESOLVED, that the Baltimore County Planning Board <u>DISAPPROVES</u> the proposal of the second amended Final Development Plan, for "Patchwork Farms" subdivision as not being in accord with provisions adopted under authority of Section 504 of the Baltimore County Zoning Regulations.

A copy of the amended plat will be forwarded separately.

Secretary to the Planning Board

NEG:pat cc: Nick Commodari James Hoswell Sue Carrell Ed Johnson

Frank Shearer

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO Nicholas Commodari, Zoning Department Date May 13, 1985 FROM C. E. Burnham, Chief, Building Plans Review C. 2 B

SUBJECT Zoning Advisory Committee Meeting Scheduled April 30, 1985 Item #296 See Comment Item #297 See April 23rd. Agenda Item #298 See April 23rd. Agenda Item #299 See Comment Item #300 See Comment Item #301 Standard Comment Item #302 See Commont Item #303Standard Comment Item #304 Standard Comment Item #305 Standard Comment Item #306 See Comments Item #307 No Comment Item #308 No Comment

Item #309 See Comment Item #310 Standard Comments Item #311 See Comments Item #312 See Comments Item #313 Standard Comments Item #314 See Comments

Cycle I - Item #7 - No Further Comment Item #212 (Revised) No Further Comment

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON MARYLAND 21204 NORMAN E. GERBER DIRECTOR

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

JUNE 25, 1985

Re: Zoning Advisory Meeting of APRIL 30, 1985

Item # 307
Property Owner: RICHARDA. MOORE
Location: NEISIDE MONKTON RO. 700

Dear Mr. Jablon:

N/W OF CARROLL RD The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are

> (X)There are no site planning factors requiring comment. ( )A County Review Group Meeting is required.
> ( )A County Review Group Meeting is required.
> ( )A County Review Group meeting was held and the minutes will be forward by the Bureau of Public Services.
> ( )This Site is part of a larger tract; therfore 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 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.

( )Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development

Regulations.

(Development of this site may constitute a potential conflict with the Baltimore County Master Plan. DISAPPRACEO

(X) The amended Development Plan was paperoved by the Planning Board on THURSON Must comply with Baltimore County Landscape Manual.

(Diandscaping: Must comply with Baltimore County Landscape Manual.

(I) The property is located in a deficient service area as defined by Bill 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 Bill 178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council. are re-evaluated annually by the county country.

(X) Additional comments:

THE PROPOSED SECOND AMENDED FINEL

DEVELOPMENT PLON "PATCHWORK FORMS"

FILE # X-147 WA'S DISOPPROVED BY THE

PLONNING BOORD ON 5/16/85

Chief, Current Planning and Development

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon TO Zoning Commissioner Date\_\_\_July 3, 1985 Norman E. Gerber, Director FROM Office of Planning and Zoning

SUBJECT Zoning Petition No. 86-20-SpH

On May 16, 1985, the Baltimore County Planning Board disapproved the proposed Second Amended Development Plan of Patchwork Farms. Consequently, the subject petition is not in conformance with Section 1801.3.A.7.b.i. of the Baltimore County Zoning Regulations and the special exception may not be granted. Additionally, it should be noted that the Planning Board decision has been appealed by the petitioner to the County Board of Appeals.

It is, therefore, the opinion of this office that the subject petition should not be considered at this time.

Norman E. Gerber, Difector Office of Planning and Zoning

NEG:JGH:slm

LAW OFFICES NOLAN, PLUMHOFF & WILLIAMS J. EARLE PLUMHOFF CHARTERED NEWTON A. WILLIAMS RALPH E. DEITZ WILLIAM M. PESSON, JR. 5 204 WEST PENNSYLVANIA AVENUE THOMAS J. RENNER 9026 LIBERTY ROAD WILLIAM P. ENGLEHART, JR TOWSON, MARYLAND 21204 RANDALLSTOWN, MARYLAND 21133 STEPHEN J. NOLAN \* (301) 823-7800 G. SCOTT BARHIGHT (301) 922-2121 ROBERT L. HANLEY, JR. ROBERT S. GLUSHAKOW RUSSELL J. WHITE June 3, 1985 \*ALSO ADMITTED IN D.C. HAND DELIVERY Itam No. 307 Mr. Norman E. Gerber Secretary to the Planning Board Office of Planning and Zoning Towson, Maryland 21204 ZONING DEPARIMENT Re: Notice of Appeal of Richard A. Moore - Proposed 2nd Amended Final Development Plan for Patchwork Farms Subdivision X - 147. Dear Mr. Gerber: As counsel for the appellant, Richard A. Moore, I am hand delivering herewith an original and two copies of Notice of Appeal for filing with the County Board of Appeals with regard to the decision of the Baltimore County Planning Board on May 16, 1985. Also enclosed is our check in the amount of \$100.00 to cover the cost of filing this appeal. I will appreciate your acknowledging your timely receipt of this appeal notice by signing or receipting the enclosed copy of this letter and returning the same to me in the enclosed selfaddressed envelope. Thank you for your kind assistance. SJN/cac Enclosures cc: Edith T. Eisenhart. Administrative Secretary to the County Board of Appeals of Baltimore County Arnold Jablon Zoning Commissioner EXHIBIT "A" OFFICE OF PLANNING AND ZONING TON/SON, MARYLAND 21204

May 24, 1985

This is to advise you, the Baltimore County Planning Board at its

Presentations were made, first by Mr. Ronald Baldwin, representing

regular scheduled meeting on Thursday, May 16, 1985, failed to approve

the proposal of the 2nd Amended Final Development Plan for Patchwork

the current eleven (11) property owners residing in Patchwork Farms and then by your attorney Mr. Stephen J. Nolan. After testimony the Board by an eight (8) to two (2) vote disapproved the amendment.

Re: Proposed 2nd Amended Final Development

Plan for Patchwork Farms Subdivision X-147

Secretary to the Planning Board

NORMAN E. GERBER

Mr. Richard A. Moore

Phoenix, Maryland 21131

P.O. Box 193

Dear Mr. Moore:

Farms subdivision.

NEG:rh

cc: Arnold Jablon

Stephen J. Nolan

Mr. Norman E. Gerber

cc: Mr. Ronald Baldwin

Brice G. Dowell, Esquire

Gene Raphel, P.L.S. E. F. Raphel Associates

Mr. Richard A. Moore

June 3, 1985

Page 2

IN THE MATTER OF THE PROPOSED 2nd AMENDED FINAL DEVELOPMENT PLAN OF RICHARD A. MOORE FOR PATCHWORK FARMS SUBDIVISION X-147. TRACT A 10th DISTRICT practice. NOLAN, PLUMHOFF & WILLIAMS.

NOTICE OF APPEAL Madame Secretary: Please docket an appeal to the County Board of Appeals of Baltimore County, pursuant to Section 22-61(A) of the Baltimore County Code, from the decision of the Baltimore County Planning Board at its regular meeting on May 16, 1985. A copy of the Planning Board's letter dated May 24, 1985, concerning the action from which this appeal is taken, is attached hereto and incorporated herein by reference as "Exhibit A." Kindly enter the appearance of STEPHEN J. NOLAN and NOLAN, PLUMHOFF & WILLIAMS, Chartered as counsel for the Appellant, RICHARD A. MOORE, whose address is 3312 Paper Mill Road, Post Office Box 193, Phoenix, Maryland The grounds for this appeal are that the decision of the Baltimore County Planning Board in failing and refusing to approve the requested 2nd Amended Final Development Plan for Patchwork Farms subdivision was arbitrary, capricious, illegal, not supported by the evidence, and not in accordance with the applicable regulations and sound planning policies and

> LAW OFFICES NOLAN, PLUMHOFF & WILLIAMS, CHARTERED STEPHEN J. NOLAN

> > COPY

204 W. Pernsylvania Avenue Towson, Maryland 21204 (301) 823-7800 Attorneys for Appellant, Richard A. Moore

DATED: June 3, 1985

COUNTY BOARD OF APPEALS

ZUMING DEPARTMENT

Mr. Arnold Jablon, Zoning Commissioner Baltimore County Office Building, Room 109 111 West Chesapeake Avenue Towson, Maryland 21204

Dear Mr. Jablon:

BICHARD MOORE

Per your request during the recent special zoning hearing (86-20-SPH). I am forwarding a copy of the Patchwork Homeowners Association Annual Meeting Minutes of January 16, 1985. On page two, you will find the recorded results of our yearly election of

PATCHWORK HOMEOWNERS ASSOCIATION

Please let me know if you need any additional information. Thank you for your attention.

Sincerely yours,

Ronald L. Baldwin, President Patchwork Homeowners Assn.

PATCHWORK HOMEOWNERS' ASSOCIATION ANNUAL MEETING January 16, 1985

Brice Dowell opened the meeting with a summary of the discussion

he had had earlier in the week with Dick Moore. At that time, Dick had indicated that there is only a "remote" chance of the County's taking over our roadway because of the County's requirements of a three-inch overlay (we have only about 2 inches) and an 18-foot width (we have 16 feet). Brice then proceeded to outline the three issues which Dick, in

his absence, wished brought up at this meeting. First, Dick offered to deed to the Association a small parcel of land fronting Monkton Road. Discussion centered around the potential value or liabilities of owning the land, and Ron Baldwin moved to table the issue until some determination can be made with the Salvation Army regarding a possible trade of the frontage piece for the portion of our roadway owned by that organization. The motion carried.

Second, Dick has sold the building lot located roughly where the paper Hillside Lane existed and requests that Association membership be granted to the lot so that the builder may have driveway access to Patchwork Court. While an additional membership would result in additional funds for the Association, questions arose regarding the size and style of the new house, and, in particular, the affect the new house would have on the view from the Baldwins' home. The members voted to table any decision on this matter until further information could be gathered regarding the aesthetics of the proposed house and property

Third, Dick Moore offered to deed to the Association the drainage ditch easement, which would give the Association the right to clean or repair that pipeline. Ron Baldwin moved that the Association accept the deed, and the motion passed.

Additional information which Brice reported from his meeting with Dick Moore was that Dick plans to build "modest" speculation homes on the remaining two lots.

A question arose regarding whether the horse farm adjoining our lots was sold without any covenant protecting its farm status. Sheila Haskell noted that their contract of sale on their lot includes a requirement that Moore honor such a covenant. Brice will check out this matter and report back to the members.

Jim Davis then asked about the Salvation Army land, and it was reported that while the land is for sale, the land is zoned so that only one house per 50 acres is permitted, and the selling price is nearly \$500,000 for those 171 acres.

Page Two

The Treasurer's report showed that we have \$187.65 in a checking account for annual dues, and \$362.30 in a savings account for road funds. We also have a C.D. of \$624 for road funds.

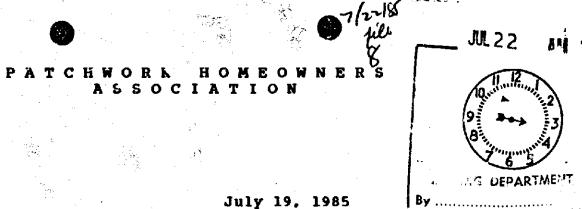
This report spurred a discussion of the road condition. Martha Young moved that the Association obtain estimates to repair the immediate and long-term problems of the roadway. The motion passed. Ron Baldwin indicated that he would ask his subcontractor for estimates, and Nancy Rinehimer would request estimates from Jeff Rodgers' subcontractor.

Election of officers for 1985 was held. Ron Baldwin was elected President, and Karen Fornoff will serve as Secretary-Treasurer.

In the ensuing discussion of new issues, Brice moved that our current \$20.00 annual dues remain the same. The motion was adopted, and the 1985 dues are payable by March. The determination of the amount of the road fund assessment was postponed until we have further information on the need for any road repairs.

Karen Fornoff expressed concern about the need for a sign to encourage drivers in the Court to slow down for the sake of the children. John Dillon stated that he could obtain the sign at a wholesale price. Karen moved that a sign be posted stating, "Slow Children at Play." The motion was accepted.

The meeting was then adjourned.



Mr. Arnold Jablon, Zoning Commissioner Baltimore County Office Building, Room 109 111 West Chesapeake Avenue Towson, Maryland 21204

Dear Mr. Jablon:

RICHARD MOORE

Per your request during the recent special zoning hearing (86-20-SPH), I am forwarding copies of (a) the Haskell's contract of sale for Lot number 3 including the 'SPECIAL COVENANT' restricting the development of the adjacent farm and (b) the Declaration of Restrictions which includes Lots 1 through 11 but makes no reference to TRACT 'A'.

I am sure these documents will be helpful to you in making your decision. Please let me know if you need any additional information. Thank you for your attention.

Sincerely yours.

Ronald L. Baldwin, President Patchwork Homeowners Assn.

· Enclosures

J. EARLE PLUMHOFF NEWTON A. WILLIAMS WILLIAM M. HESSON, JR. 4 WILLIAM P. ENGLEHART, JR. STEPHEN J. NOLAN\* ROBERT L. HANLEY, JR. JOSEPH T. WILLIAMS ROBERT S. GLUSHAKOV \*ALSO ADMITTED IN D.C.

HAND-DELIVERY

LAW OFFICES NOLAN, PLUMHOFF & WILLIAMS CHARTERED 204 WEST PENNSYLVANIA AVENUE TOWSON, MARYLAND 21204

OF COUNSEL RALPH E. DEITZ 9026 LIBERTY ROAD RANDALLSTOWN, MARYLAND 21133 (301) 922-2121 RUSSELL J. WHITE

> AM Z . - CIG DEPARTMENT

Honorable Arnold Jablon Zoning Commissioner for Baltimore County County Office Building Towson, Maryland 21204

> Re: Case No.: 86-20-SPH, Item No. 307 Petiticaer: Richard A. Moore Proposed Second Amended Final Development Plan for "Patchwork Farms", Lot 12 Hearing Date: July 15, 1985

July 22, 1985

#### Dear Commissioner Jablon:

As counsel for the Petitioner in the above-entitled case, I am writing to submit certain additional documentation with regard to the hearing you held on July 15, 1985 concerning Lot 12 of Patchwork

At that hearing, Mrs. Sheila Haskell testified concerning representations she contends were made to her by Mr. Moore or his agent with regard to restrictions on the development of "Tract A", which is the subject of the July 15th hearing. The Petitioner testified and he continues to assert that there was never any agreement that "Tract A" would not be improved with a house. In support of this contention, we submit the following documents which were obtained by Mr. Moore at our office after the July 15th hearing:

- 1. Contract of Sale for Lot 3 of Patchwork Farms dated February 6, 1979 between Mr. Moore and Mr. and Mrs. Haskell. The handwritten notation at the bottom of page one which refers to the restricted development of the "adjacent property" has been stricken and initialled by all parties.
- 2. A typewritten addendum with a provision entitled "Special Covenant" discloses that Mr. Moore agreed that he would "not

Honorable Arnold Jablon Zoning Commissioner for Baltimore County

July 22, 1985

subdivide the 60 acre farm adjoining the eastern boundary of 'Patchwork Farms' into more than three building lots....[and that this covenant shall not apply to any other land of the grantor herein..." [Emphasis added].

3. Deed dated May 7, 1979 for Lot 3 and recorded among the Land Records of Baltimore County in Liber 6018, folio 612 which does not refer to any restrictions on remaining lands of grantor. A copy of this last document was obtained by our

In view of the fact that the "Special Covenant" appended to the Contract of Sale is directed to the "farm adjoining the eastern boundary of 'Patchwork Farms'" and Tract A is not by definition within the scope of the Special Covenant, we respectfully contend that no agreement exists which would limit Mr. Moore's right to construct a building on Tract A, now called Lot 12.

Inasmuch as these documents were only obtained by Mr. Moore immediately following last Monday's hearing, his review of documents concerning other Patchwork lots is continuing. We will promptly provide the Commissioner with any other relevant documentation when it is

Thank you for your consideration of these supplemental materials which are clearly responsive to the issues raised at the recent hearing.

SJN:med Enclosures

c.c.s. Mr. Ronald Baldwin

Peter Max Zimmerman, Esquire Deputy People's Counsel

Mr. and Mrs. Donald F. Haskell

Mr. Richard A. Moore

Mr. Eugene F. Raphel, P.L.S.

J. EARLE PLUMHOFF **NEWTON A. WILLIAMS** WILLIAM M. HESSON, JR. THOMAS J. RENNER WILLIAM P. ENGLEHART, JR STEPHEN J. NOLAN\* ROBERT L. HANLEY, JR. JOSEPH T. WILLIAMS

PALSO ADMITTED IN D.C.

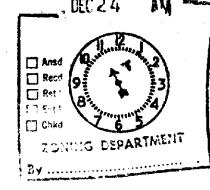
NOLAN, PLUMHOFF & WILLIAMS CHARTERED 204 WEST PENNSYLVANIA AVENUE TOWSON, MARYLAND 21204

RALPH E. DEITZ 9026 LIBERTY ROAD RANDALLSTOWN, MARYLAND 21133 (301) 922-2121 RUSSELL J. WHITE

December 24, 1985

### HAND DELIVERY

Edith T. Eisenhart, Administrative Secretary to the County Board of Appeals of Baltimore County Court House Towson, Maryland 21204



Re: Case No. CBA-85-114 In the matter of RICHARD A. MOORE Re: Second Amended Final Development Plan of Patchwork Farms Subdivision, X-147, Tract A 10th District

## Dear Madam Secretary:

10th District

As counsel for the Appellant, Richard A. Moore, I am filing herewith a Motion for Voluntary Dismissal and proposed Order in the above-entitled case.

As the result of an Agreement which was reached with Patchwork Farms Homeowners Association, Inc., we have obtained the the signatures of all homeowners in the subdivision on the subject Second Amended Final Development Plan of Patchwork Farms Subdivision and will proceed to record the same after the requisite approvals by the Office of Planning and Zoning and the Zoning Commissioner have been obtained.

Pursuant to Board Rule 3(b), we are requesting that the dismissal be entered without prejudice to our client's right to proceed with the recording of the subject plan.

Richard A. Moore December 24, 1985 Page 2

Thank you for your kind assistance.

cc: Arnold Jablon Zoning Commission for Baltimore County

> Norman E. Gerber Secretary to the Planning Board

Thomas J. Bollinger, Esquire Counsel to the Board of Appeals Susan S. Carrell

Office of Current Planning

Mr. Ronald L. Baldwin, President Patchwork Farms Homeowners Association, Inc.

Mr. Richard A. Moore Mr. Eugene F. Raphel

10th District

IN THE MATTER OF RICHARD A. MOORE COUNTY BOARD OF APPEALS Re: Second Amended Final Development Plan-Patchwork Farms Subcivision, BALITIMORE COUNTY X-147, Tract A

MOTION FOR VOLUNTARY DISMISSAL OF APPEAL

\* \* \* \* \* \* \* \* \* \* \* \* \*

MADAM SECRETARY:

The Appellant, RICHARD A. MOORE, by his attorneys, Stephen J. Nolan, and Nolan, Plumboff & Williams, Chartered, voluntarily moves for dismissal of his Notice of Appeal which was filed in this case on June

Dated: December 24, 1985

3, 1985, without prejudice.

204 W. Pennsylvania Avenue Towson, Maryland 21204

(301) 823-7800

No. CBA-85-114

Attorneys for the Appellant, Richard A. Moore

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of of December, 1985, copies of the foregoing Motion for Voluntary Dismissal of Appeal and

proposed Order were mailed or hand delivered to:

Thomas J. Bollinger, Esquire Assistant County Attorney Office of Law Court House - Mezzanine Towson, Maryland 21204

Norman E. Gerber, Director Office of Planning & Zoning Courts Building, Fourth Floor Towson, Maryland 21204

Armold Jablon Zoning Commissioner for Baltimore County County Office Building Towson, Maryland 21204 (Case No. 86-20-SPH)

Mr. Ronald L. Baldwin, President Patchwork Farms Homeowners Association, Inc. 4 Patchwork Court Monkton, Maryland 21111

Susan S. Carrell Office of Current Planning

County Office Building

Towson, Maryland 21204

IN THE MATTER OF RICHARD A. MOORE COUNTY BOARD OF APPEALS Re: Second Amended Final Development Plan-Patchwork Farms Subdivision, BALTIMORE COUNTY X-147, Tract A No. CBA-85-114

ORDER OF DISMISSAL

to the contract of the contrac

Appeal of RICHARD A. MOORE from the decision of the Baltimore County Planning Board which was filed on May 16, 1985, regarding property located on the northeast side of Monkton Road, northwest of Carroll Road, in the Tenth Election District of Baltimore County.

WHEREAS, the Board of Appeals is in receipt of a Motion for Voluntary Dismissal of Appeal filed on December 24, 1985, a copy of which is attached hereto and made a part hereof, from the attorney representing the Appellant in the above entitled matter; and

WHEREAS, the said attorney for the Appellant requests that the appeal filed by them be dismissed without prejudice and withdrawn as of December 24, 1985.

IT IS HEREBY ORDERED this day of said appeal be and the same is DISMISSED WITHOUT PREJUDICE.

> COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

WILLIAM T. HACKETT, Chairman

SJN-12/24/85-2

SJN-12/24/85

Room 200 Court Mouse Towson, Maryland 21204 (301) 494-3180 January 10, 1986

ZONALG DEPARIAMENT

Stephen J. Nolan, Esq. 204 W. Pennsylvania Ave. Towson, MD. 21204

Dear Mr. Nolan:

Re: Case No. CBA-85-114 Richard A. Moore

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

cc: Richard A. Moore Ron Baldwin Brice G. Dowell, Esq. Gene Raphel

Thomas J. Bollinger, Esq. Arnold Jablon Norman Gerber

Susan Carrell

James Hoswell

IN THE MATTER OF COUNTY BOARD OF APPEALS RICHARD A. MOORE Re: Second Amended Final Development Plan-BALTIMORE COUNTY Patchwork Farms Subdivision,

X-147, Tract A

10th District

ORDER OF DISMISSAL

Appeal of RICHARD A. MOORE from the decision of the Baltimore County Planning Board which was filed on May 16, 1985, regarding property located on the northeast side of Monkton Road, northwest of Carroll Road, in the Tenth Election District of Baltimore County.

WHEREAS, the Board of Appeals is in receipt of a Motion for Voluntary Dismissal of Appeal filed on December 24, 1985, a copy of which is attached hereto and made a part hereof, from the attorney representing the Appellant in the above entitled matter; and

WHEREAS, the said attorney for the Appellant requests that the appeal filed by them be dismissed without prejudice and withdrawn as of December 24, 1985.

said appeal be and the same is DISMISSED WITHOUT PREJUDICE.

BALTIMORE COUNTY

No. CBA-85-114

\* \* \* \* \* \*

SJN-12/24/85-2

IT IS HEREBY ORDERED this 10th day of January , 1986, that

COUNTY BOARD OF APPEALS OF

lawrence E. Schmidt Killer Popular

IN THE MATTER OF RICHARD A. MOORE

COUNTY BOARD OF APPEALS

Re: Second Amended Final Development Plan-Patchwork Farms Subdivision, X-147, Tract A

BALTIMORE COUNTY No. CBA-85-114 

MOTION FOR VOLUNTARY DISMISSAL OF APPEAL

MADAM SECRETARY:

The Appellant, RICHARD A. MOORE, by his attorneys, Stephen J. Nolan, and Nolan, Plumboff & Williams, Chartered, voluntarily moves for dismissal of his Notice of Appeal which was filed in this case on June

Dated: December 24, 1985

3, 1985, without prejudice.

204 W. Pennsylvania Avenue Towson, Maryland 21204 (301) 823-7800

Attorneys for the Appellant, Richard A. Moore

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24 day of of December, 1985,

copies of the foregoing Motion for Voluntary Dismissal of Appeal and proposed Order were mailed or hand delivered to:

Thomas J. Bollinger, Esquire Office of Law Court House - Mezzanine Towson, Maryland 21204

The state of the s

Norman E. Gerber, Director Office of Planning & Zoning Courts Building, Fourth Floor Towson, Maryland 21204

Armold Jablon Zoning Commissioner for Baltimore County County Office Building Towson, Maryland 21204 (Case No. 86-20-SPH) Mr. Ronald L. Baldwin, President Patchwork Farms Homeowners Association, Inc. 4 Patchwork Court Monkton, Maryland 21111

Susan S. Carrell Office of Current Planning

County Office Building

Towson, Maryland 21204

SJN-12/24/85

DATE AND TIME: Monday, July 15, 1985 at 10:30 a.m. PUBLIC HEARING: Room 106. County Office Building, 115 W. Chesapeake Avanue, Towson, Maryland. The Zoning Commissioner of Balti-more County, by authority of the Zoning Act and Regulations of Balti-more County, will hold a public hear-Petition for Snetial Heating under Section 508.7 of the Battimore County Zoning Regulations, to determine a phattim or set the Zoning County C Demissioner and on the sale Zoning Commissioner should approve the Sace Amended Final Development Plan of Pytchwork Forms showing building on velopes on Treat A

Being the property of Richard A. Moore as shown on plet plan filed with the Zoning Office. In the event that this Petition is gramed, a building permit may be issued within the thirty (30) day appeal period. The Zoring Courties secure 28, however, entertain any request for 5-tary of the disparce of said permit-suring this period life.

FICATE OF PUBLICATION

was published in the TOWSON TIMES, a weekly newspaper distributed in Towson, Baltimore County, Md., onse a week for \_\_\_\_\_\_ consecutive weeks, the first publication appearing on the \_\_\_\_\_\_ day of

> The TOWSON TIMES Cost of Advertisement: \$47.77

LOCATION: Northeast side of Munkton Road, 700 feet Northwest of Carroll Road
DATE AND TIME: Monday, July 15, 1985 at 10:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 W.
Chesspeake Avenue, Towson, Maryland soner and/or Deputy Zoning Commis-tioner should approve the Second Amended Final Development Plan of Patchwork Farms showing building envelopes on Tract A.

Being the property of Richard A.

Moore as shown on the plat filed with the Zoning Office.

In the event that this Petition is granted, a building needs 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 as the hearing. by Order Of
ARNOLD JABLON,
Zoning Commissioner
of Baltimore County

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, that the annexed advertisement was

THE JEFFERSONIAN,

Cost of Advertising

24.75

Morr-existing. CERTIFICATE OF POSTING District 10Th Posted for: Special Hearing Richard A Moore Location of property: NE/S Mon Kon Rd 700' NW Carrell Rd Location of Signer Facing Monkton Rd, Approvi 15' Fr. 700 dway on Proporty of fotilions

County Office Building 111 W. Chesapeake Avenue Towson, Maryland 21204 Your petition has been received and accepted for filing this day of day. 1985.

Stephen J. Holen. Paguire

Chairman , Zoning Plans Advisory Committee

Petitioner's

