

# PETITION FOR ZONING VARIANCE

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 414.4 to permit trailers to be located within 50 feet of a road in lieu of 100 feet and to permit trailers and other structures to be located within a minimum distance of 15 feet from a boundary line in lieu of the required 75 feet.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (Indicate hardship or practical difficulty)

- To achieve the best possible land plan in the proposed trailer park and to accommodate the substantial amount of open space provided, the requested variances are most necessary and substantial hardship and practical difficulty would be suffered by the owners if strict compliance was required.
- Identical variances were granted by Order dated November 12, 1981 in case no. 82-50-XA. Property is to be posted and advertised as prescribed by Zoning Regulations.

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

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

Contract Purchaser: \_\_\_\_\_  
(Type or Print Name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

Attorney for Petitioner: \_\_\_\_\_  
(Type or Print Name) & Williams, Chtd.

Signature \_\_\_\_\_

204 W. Pennsylvania Avenue  
Address  
Towson, Maryland 21204  
City and State

Attorney's Telephone No.: 823-7800

Legal Owner(s): \_\_\_\_\_  
(Type or Print Name)

Signature \_\_\_\_\_

William A. Green, President  
(Type or Print Name)

Signature \_\_\_\_\_

204 W. Pennsylvania Avenue  
Name, address and phone number of legal owner, contract purchaser or representative to be contacted  
Towson, Maryland 21204  
City and State

Attorney's Telephone No.: 823-7800  
Address Towson, MD 21204 Phone No.

MAP NE-1  
4B  
E.D. 15  
DATE 9/2/86  
200  
1000  
OP-  
N 23,680  
E 49,720

ORDERED By The Zoning Commissioner of Baltimore County, this 11th day of August, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 25th day of September, 1986, at 9:30 o'clock A.M.

Zoning Commissioner of Baltimore County.

(over)

# PETITION FOR SPECIAL EXCEPTION

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Exception under the Zoning Law and Zoning Regulations of Baltimore County, to use the herein described property for a trailer park.

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

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

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

Contract Purchaser: \_\_\_\_\_  
(Type or Print Name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

Attorney for Petitioner: \_\_\_\_\_  
(Type or Print Name) & Williams, Chtd.

Signature \_\_\_\_\_

204 W. Pennsylvania Avenue  
Address  
Towson, Maryland 21204  
City and State

Attorney's Telephone No.: 823-7800

Legal Owner(s): \_\_\_\_\_  
(Type or Print Name)

Signature \_\_\_\_\_

William A. Green, President  
(Type or Print Name)

Signature \_\_\_\_\_

204 W. Pennsylvania Ave., 823-7800  
Address Towson, MD 21204 Phone No.

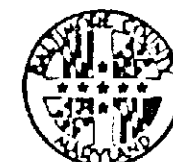
Name, address and phone number of legal owner, contract purchaser or representative to be contacted

Stephen J. Nolan  
Name  
204 W. Pennsylvania Ave., 823-7800  
Address Towson, MD 21204 Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 11th day of August, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 25th day of September, 1986, at 9:30 o'clock A.M.

Zoning Commissioner of Baltimore County.

(over)



## County Board of Appeals of Baltimore County

Room 200 Court House (Hearing Room #218)  
Towson, Maryland 21204  
(301) 494-3180

February 5, 1987

## NOTICE OF ASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH BOARD RULE 2(b). ABSOLUTELY NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE IN ACCORDANCE WITH RULE 2(c), COUNTY COUNCIL BILL #59-79

CASE NO. 87-126-XA BONNIE BROOK CORPORATION  
SE/s OF PULASKI HIGHWAY, 811' N OF MOHRS LANE  
15th ELECTION DISTRICT  
RE: SE -TRAILER PARK  
VAR -SETBACKS  
10/30/86 -D.Z.C. GRANTED SPECIAL EXCEPTION AND  
VAR. WITH RESTRICTIONS

AND  
CASE NO. CBA-86-131 PULASKI MOBILE HOME PARK SUBDIVISION  
PULASKI HIGHWAY & MOHRS LANE  
15th ELECTION DISTRICT  
RE: CRG DECISION  
7/10/86 -PLAN APPROVED BY CRG  
TUESDAY, MAY 12, 1987 at 10:00 a.m.

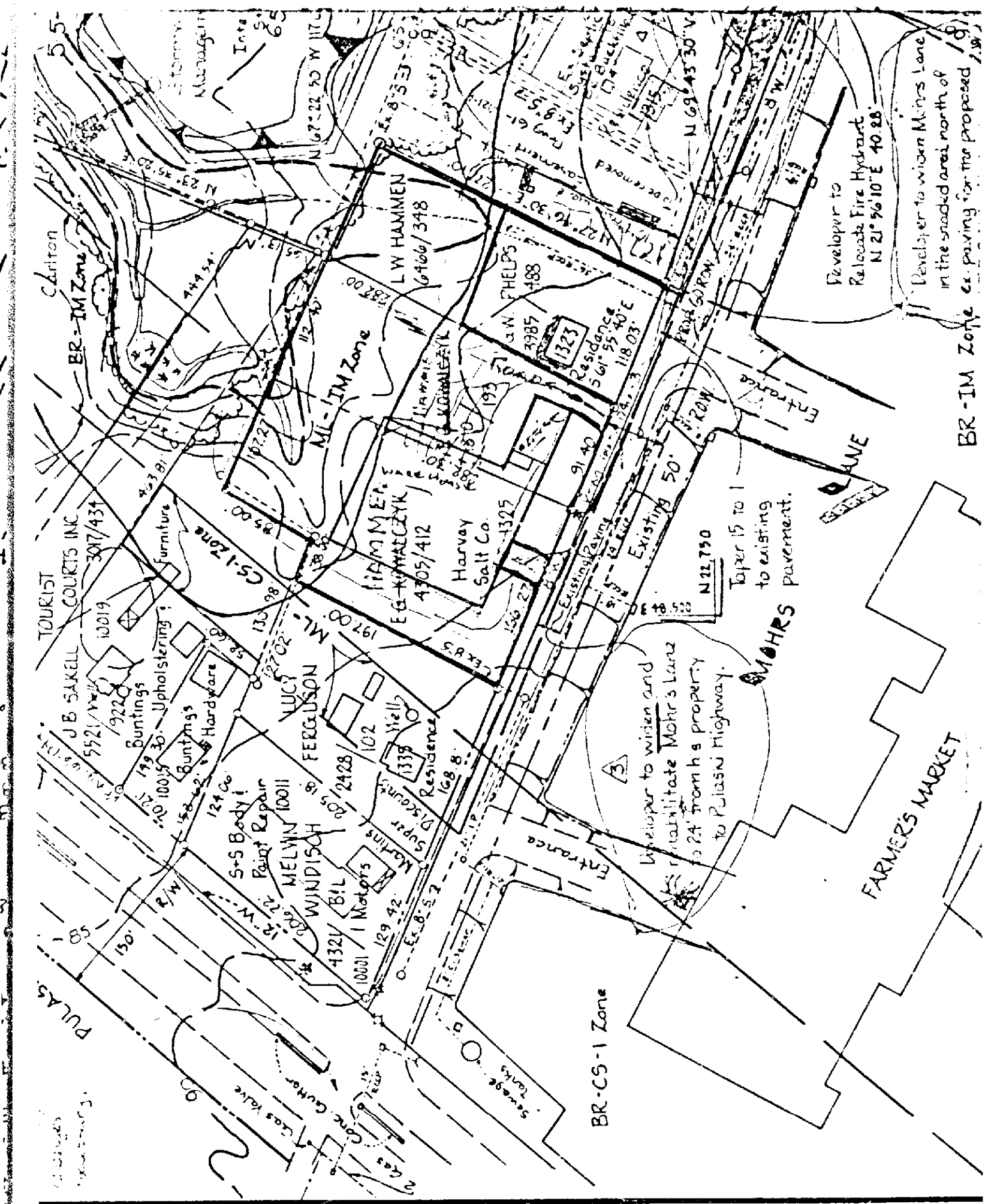
ASSIGNED FOR:

|                                                                                                                                                                                                                                                                                                             |                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| cc: Thomas L. Hennessey, Esquire<br>Harvey Salt, Inc.<br>Mr. Louis W. Hammon                                                                                                                                                                                                                                | Counsel for Appellants/Protestants<br>Appellant/Protestant |
| J. Michael McLaughlin, Esquire<br>Lillian & Martin Bogdan<br>White Marsh/Middle River<br>Comm. Action Committee                                                                                                                                                                                             | Counsel for Appellant/Protestant<br>Appellant/Protestant   |
| Stephen J. Nolan, Esquire<br>William A. Green, President<br>Bonnie Brook Corporation                                                                                                                                                                                                                        | Counsel for Developer<br>Developer                         |
| Whitman, Reardon & Assoc.<br>Harry A. Gephardt                                                                                                                                                                                                                                                              | Developer's Engineer                                       |
| Malcolm F. Spicer, Jr., Esquire<br>Patrick D. Hanley, Esquire<br>Phyllis Cole Friedman, Esquire<br>James Markle<br>Robert Covahey<br>Current Planning<br>Norman E. Gerber<br>Ed McDonough<br>Jorge Austrich<br>James G. Roswell<br>Arnold Jablon<br>Jean M. H. Jung<br>James E. Dyer<br>Margaret E. du Bois |                                                            |

Harry A. Gephardt  
1313 Mohr's Lane  
Baltimore, MD 21220

Kathi C. Weidenhammer  
Administrative Secretary

Elizabeth Janni



ORDERED By The Zoning Commissioner of Baltimore County, this 11th day of August, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 25th day of September, 1986, at 9:30 o'clock A.M.

Zoning Commissioner of Baltimore County.

ORDER RECEIVED FOR FILING  
Date 9/2/86  
By [Signature]

ORDER RECEIVED FOR FILING  
Date 9/2/86  
By [Signature]

#### 19. CHILDREN.

Parents are held responsible for property damages or personal injury caused by their children. All toys, bicycles, etc. are to be kept out of the roadway. Children are not allowed to play on the Community streets nor are they allowed to trespass or to play on the neighbor's lot unless invited.

#### 20. RESIDENT NON-PERFORMANCE.

If Resident shall default in the performance of any covenant, Owner may immediately, or at any time thereafter, without notice, perform the same for the account of Resident, in which event Resident shall, within ten (10) days after notice of such action by Owner, reimburse Owner for any cost or expense, including reasonable attorney's fees and court cost incurred thereby Owner.

#### 21. NOTICE BY RESIDENT TO VACATE.

Resident agrees to give Owner at least thirty (30) days prior written notice of Resident's intention to vacate the site at the expiration of the term of this Agreement. All notices shall be given at the first of the month and shall expire on the last day of the same month. Resident agrees that the notice of intention to vacate shall be accompanied by payment of all rent to the end of the term and that the Resident shall not be relieved of any prior rent obligations.

#### 22. REFUSAL TO VACATE-REPOSSESSION OF SITE.

Should Resident give Owner notice of his/her intention to vacate the site and/or should Owner give Resident notice to vacate and demand the removal of the home from the site, either because of a breach of any of the terms and conditions of this Agreement or upon termination of tenancy, as provided herein, and Resident shall fail to vacate the same on or prior to the time so stated, Resident agrees to pay Owner, as rent for said premises, the apportioned rent for the notice and holdover period at the rate under the Agreement and further to reimburse Owner for any damages which may be sustained due to an inability caused by such holdover, of the Owner to deliver possession of the site to a succeeding Resident. Upon failure of Resident to vacate the site as herein provided, Owner may:

(a) Eject the Resident and take possession of the premises.

(b) In addition, the home shall be constituted abandoned, in which event, the Owner shall remove, store and sell the home in accordance with the provisions of subtitle 2 of Title 25 of the Transportation Article of the Annotated Code of Maryland.

Storage of the home shall be at the Resident's expense without liability on the Owner's part. Nothing contained herein is intended to limit any other remedies which the Owner may have against the Resident as a holdover Resident under this Agreement or applicable law.

#### 23. OBLIGATIONS OF RESIDENT AND HIS GUEST(S).

Resident and his guest(s) agree as follows:

a. USE OF SITE. The leased premises (hereinafter called "Site") shall be used only for the purpose of a private residential dwelling, and shall not be used for the practice of any profession, trade, craft or business, nor shall Resident other-

wise make any unlawful, disorderly, improper or objectionable use thereof.

The Site may not be used for any purpose contrary to any statute, ordinance, or valid administrative order or regulation or in any manner which unreasonably disturbs or offends any other occupant of the Community.

b. SUBLEASING AND ASSIGNMENT-PROHIBITED. No home or premises shall be subleased or put in the possession of another party. This Agreement may not be assigned.

c. OCCUPANCY OF PREMISES. The home shall not be vacated or abandoned throughout the term provided for herein. The premises shall not be occupied by any person other than those named and specified in the Application to Lease and designated as an "Approved Occupant". Resident agrees to notify Owner of any change in the identity, number or status of persons occupying the premises within 15 days from the date of such change. The legal age for the head of household shall be at least eighteen years. At no time shall the number of persons sleeping in the home exceed the number permitted by applicable governmental regulations, ordinances, or statutes.

d. UTILITY PAYMENTS. Resident agrees to pay all utility bills for gas, electricity, fuel and telephone used on the site during the term of this Agreement and any extensions hereof. Resident further agrees to open all accounts with utility companies prior to the date of possession. Water and sewer is furnished at each home site by Owner, charges for which may be passed on to Resident upon the installation of water meters and proper notice. The cost of the initial connection of such facilities to the home shall be borne by the Resident. It is understood and agreed that all facilities, utilities or services referred to herein may be subject to failure, interruption or curtailment as a result of accident, breakage, strike, repair, improvements, inability to obtain proper fuel or any other cause, and that the Owner shall not be liable to the Resident or to anyone else on account of any such failure, interruption or curtailment or on account of any injury, loss or damage resulting therefrom.

#### e. CONDITION OF PREMISES ON COMMENCEMENT AND TERMINATION.

Owner will deliver the Site in a clean, safe and sanitary condition. Resident hereby acknowledges that he has been given the opportunity to examine the site and that his acceptance of this Agreement is conclusive evidence that said Site is in good and satisfactory order and repair, unless otherwise specified in writing. The Resident shall quit and surrender the Site at the end of the term in as good condition as when received, reasonable wear and tear excepted. The Resident shall forthwith, upon demand by Owner pay as additional rent to the Owner, the cost of repairing any damage done to the Site.

f. MAINTAIN SITE. The Site shall be maintained, as provided herein, by the Resident in a neat, clean, good and sanitary condition and free of debris. Resident shall maintain and cut the lawn and maintain the landscape, plants and trees, which plants or trees shall not be removed or disturbed without the prior written consent of the Owner. Any home in the Community and the immediate area surrounding the home, must meet the maintenance standards and all provisions of the State and County building, housing and health codes and the rules, regulations and standards of the Community.

g. REMOVAL OF HOME. Resident will not remove the home from the Site during the term of this Agreement or any renewal thereof, until all rent and taxes have been paid in full.

h. COMPLIANCE WITH COMMUNITY RULES. Resident will comply and conform to the Rules governing the occupancy of the home in the Community (a copy of which is marked Appendix "B" and is attached hereto and made a part hereof) and to such reasonable alterations, additions and modifications thereof as may from time to time be made by the Owner, provided the Resident receives a notice in writing at least thirty (30) days before the effective date of the proposed rule change, which Rules shall be considered a part of this Agreement with the same effect as though written herein. The Resident covenants and agrees that said Rules and all amendments thereto shall be faithfully observed by the Resident and all persons invited by Resident onto said Premises. These rules are deemed necessary for the order, peace, health, safety and operation of the Community, and for securing and promoting the convenience, safety and welfare of the Residents of the Community.

#### 24. OBLIGATIONS OF OWNER.

Owner covenants and agrees with Resident as follows:

(a) That upon Resident's faithful performance under this Agreement, Resident may and shall peaceably and quietly have, hold and enjoy the Site demised for the term and period aforesaid, subject nevertheless to the terms and conditions of this Agreement. Owner further covenants to respect the privacy of the Resident.

(b) Comply with all applicable building, housing, zoning, and health codes.

(c) Keep in good repair the leased site and all permanent fixtures that the Owner provides.

(d) Keep in a good state of appearance, repair, safety, and cleanliness the common areas and the buildings and improvements in the common area.

(e) Provide at all reasonable times, for the benefit of the Community Residents, access to common areas, including buildings and improvements, which access may not infringe on the leased site of the Resident.

(f) Allow the Resident complete freedom of choice in the purchase of all goods and supplies, except as provided for by law.

#### 25. FURTHER COVENANTS BETWEEN OWNER AND RESIDENT.

(a) HOME PERSONAL PROPERTY. Resident's home shall be deemed to be personal property and not realty, nor a fixture to realty after installation upon the Site.

(b) SUBORDINATION. This Agreement is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Resident shall execute promptly any certificate, without compensation, which Owner may request and hereby constitutes and appoints Owner the Resident's attorney-in-fact, to

execute any such certificate or certificates for or on behalf of Resident.

(c) CONDEMNATION. In the event of condemnation of the whole or any part of the Premises by any competent authority for any public or quasi-public use or purpose, the term of this Agreement shall cease and terminate from the date on which the possession of the parts so taken shall be required for such use or purpose and the entire award shall go to the Owner.

#### (d) OWNER ENTRY.

(1) SITE. Owner may erect, use and maintain pipes and conduits in and through the Site, and to enter upon the Site during reasonable hours, (except at any time in the case of an emergency), to examine the same and to make repairs, alterations, improvements or additions as Owner may deem necessary or desirable and to take all material into and upon the Site as may be required therefore, without the same constituting an eviction in whole or in part and with no abatement or reduction in rent during the course thereof. Owner may enter upon the site to conduct an inspection or survey to assure compliance with the Agreement or applicable codes.

(2) HOME. Except in the case of an emergency or to prevent imminent danger to a home or its occupant(s), a Owner does not have any right of entry to the home without the prior written consent of the Resident.

#### 26. DEATH OF RESIDENT

The death of the last surviving resident, who is a signatory to this agreement, will constitute automatic termination of the tenancy. The benefit of this Agreement may not be assigned, transferred or assumed by the decedent's estate, his heirs, next of kin or beneficiary named in a will or trust. Any payments owed by said Resident to Owner pursuant to this Agreement shall remain a claim against Resident's estate.

#### 27. EVICTON OF RESIDENT FOR CAUSE.

Owner shall, at any time during the tenancy, have the right to evict the resident for the following reasons only:

(a) Non-payment of rent.

(b) Violations:

(1) Making or causing to be made, with knowledge, any false or misleading statement on an application for tenancy;

(2) Violation of a federal, state or local law that is detrimental to the safety and welfare of other Residents in the Community; or

(3) Repeated violation of any rule or provision of this Agreement occurring within a 6-month period.

#### Notice:

Owner shall deliver to the Resident a written notice of the violation at least thirty (30) days before the date he/she is required to vacate the premises. The notice shall be specifically addressed to the Resi-

dent in question and shall provide a specific reason for the eviction.

28. OWNERS LIEN.

Resident hereby grants and gives unto Owner a lien upon any and all property of the Resident, including, but not limited to, any home placed upon the hereinbefore described site, said lien to be effective as to the amount of any rent or utility charges due or other sums due and owing by the Resident at any time during or under this Agreement. In the event Resident shall default in the terms of this Agreement, or in the event of abandonment of the home by the Resident after the termination of this Agreement, Owner shall be free to pursue remedies both at law and equity with regard to the enforcement of said lien in order to collect any amounts due and owing to the Owner on account of this Agreement.

29. REMEDIES.

Any event of default committed by the Resident, shall constitute a breach of this Agreement and shall entitle the Owner at its election, to the following rights and remedies:

(a) To exercise any and all rights it holds hereunder or under applicable law on account thereof at law or in equity (including the right to terminate this Agreement, to reenter and take possession of the Site and eject the Resident therefrom and/or to bring suit against the Resident, to enforce the Resident's compliance with this Rental Agreement or collect any sum due to the Owner hereunder or under applicable law), after giving such prior notice thereof to the Resident as is required by applicable law. If the Owner brings suit against the Resident for any such reason and the court determines that such breach has occurred, the Resident shall pay to the Owner (in addition to any judgment awarded to the Owner) all expenses incurred by the Owner in connection therewith, including a reasonable attorney's fee and court costs.

(b) If the Resident does not vacate the Premises at the end of the term or thirty (30) days after written notice of an event of default or termination and after demand for removal, Resident's home shall be removed pursuant to the remedies provided herein.

(c) Any and all rights and remedies given by the Owner hereunder or at law or in equity shall be cumulative.

30. NOTICES.

Notices or other documents required hereunder shall be deemed given when delivered personally to the parties hereto or their respective authorized agents or within three (3) days after being mailed, postage prepaid, first class mail, as follows: If by Owner to Resident, to Resident's home on the Premises, and/or to his permanent address, if not a full time Resident on the Premises; if by Resident to Owner at Owner's office located at Terrace View Mobile Estates, Inc., 600 Trillo Avenue, Baltimore, Maryland 21225.

31. FREEDOM OF PURCHASE.

The Resident acknowledges that the Owner has not required, as a condition to the Owner's entering into this lease, that the Resident purchase the home, accessories, additions, steps, awning

or materials necessary for installation of the home, from a specific dealer or dealers or that the home must have been constructed by a specific manufacturer or manufacturers except in connection with the initial leasing or renting of a newly constructed site not previously leased or rented to any other person.

32. LIABILITY.

All persons executing this Agreement shall be jointly and severally liable for performing the Resident's obligations hereunder. Except as specifically limited herein, the covenants, conditions and agreements contained in this Agreement shall bind the Owner and Resident and their respective heirs, distributees, executors, administrators, successors and assigns.

33. ENTIRE AGREEMENT.

Subject only to Owner's Rules for occupancy of the Community, as same may be amended or supplemented from time to time, this Agreement contains the entire agreement and understanding of the parties. No verbal statements, promises or representations made by Owner's agents, employees or representatives shall be imputed to the Owner. Nothing shall prevent modification of the terms of this Agreement by mutual agreement through the execution of a written addendum affixed to all copies of this Agreement.

34. GOVERNING LAW.

This Agreement shall be governed by and construed according to the provision of Title 8A of the Real Property Article of the Annotated Code of Maryland, known as the Mobile Home Parks Act of 1980. All rights granted to Owner are several and cumulative to all statutory and common law remedies permitted by Maryland law.

35. SEPARABILITY.

If any provision of this Agreement or Rules incorporated herein, are deemed void and unenforceable by any court of competent jurisdiction or agency, said clause shall be stricken and all other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, Residents hereby acknowledge that they have read this Agreement, understood each and every provision herein contained and the parties hereto have signed and sealed this Rental Agreement the date and year first above written. Upon execution of this Agreement, Resident will be furnished a copy of this Agreement and the Rules and Regulations of the Community.

TERRACE VIEW MOBILE ESTATES, INC.

BY: \_\_\_\_\_ (SEAL)  
OWNER

By: \_\_\_\_\_ (SEAL)  
RESIDENT

By: \_\_\_\_\_ (SEAL)  
RESIDENT

3/85

TERRACE VIEW MOBILE ESTATES, INC.

APPENDIX A - FEE SCHEDULE

| I. SITE RENTAL              | Monthly Rate |
|-----------------------------|--------------|
| Basic Site Rental           | \$ _____     |
| Garbage and Maintenance     | \$ _____     |
| Anne Arundel County Tax 15% | \$ _____     |
| *TOTAL MONTHLY PAYMENT      | \$ _____     |

\*Monthly rent will be subject to change during the term of this Agreement pursuant to the provision of Section 11.

II. OTHER FEES

|                                                |          |
|------------------------------------------------|----------|
| 1. Inspection & Appraisal Fee-<br>Sale of Home | \$ _____ |
| 2. Payment Checks Returned by Bank             | \$ 10.00 |
| 3. Application and Credit Check<br>Fee         | \$ _____ |
| 4. Other:                                      |          |
| Describe _____                                 | \$ _____ |
| Describe _____                                 | \$ _____ |

5. Resident's Non-Performance Pursuant to the provisions contained in Section 20 of said Agreement.

III. FEE INCREASE

Owner reserves the right to increase any fee or charge contained in Appendix A, provided the Owner delivers to every Resident a notice in writing, of the increase or change, at least thirty (30) days before the effective date of the increased Community fee.

TERRACE VIEW MOBILE ESTATES, INC. (Owner)

By: \_\_\_\_\_ Resident  
\_\_\_\_\_  
Resident

3/85

IN THE MATTER OF THE APPLICATION OF BONNIE BROOK CORPORATION FOR SPECIAL EXCEPTION AND VARIANCES ON PROPERTY LOCATED ON THE SOUTHEAST SIDE OF PULASKI HIGHWAY, 811' NORTH OF MOHR'S LANE and PULASKI MOBILE HOME PARK SUBDIVISION PULASKI HIGHWAY AND MOHR'S LANE RE: CRG DECISION 15th ELECTION DISTRICT

BEFORE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

CASE NO. 87-126-XA and CASE NO. CBA-86-131

OPINION

These two cases come before the Board to be heard as one entity. Case No. 87-126-XA is a request for a special exception for a trailer park and various setbacks, said special exception being granted with restrictions by the Deputy Zoning Commissioner. Case No. CBA-86-131 is an appeal from a CRG decision by which the CRG granted its approval contingent upon the granting of the special exception and variances in Case No. 87-126-XA. Testimony and evidence in this case consumed two days of hearing.

During the first day of hearing, the history of the property for the past six years was discussed and made a part of the record. At the conclusion of this history, Wesley Daub, the civil engineer engaged by the Petitioners, entered as Petitioner's Exhibit No. 1 the plan of the site and described in detail the proposed trailer park and the various variances and other restrictions associated with the request.

In opening statement, on the second day's hearing, Appellants/Protestants attorney stated that an agreement had been reached with his client, Harvey Salt, Inc., in which a chain-link fence of the maximum allowed height would be constructed by the Petitioner encircling his property. Petitioner's Exhibit No. 10 is a marked-up section of the plat showing this with all proper signatures.

Case No. 87-126-XA  
Bonnie Brook Corporation  
and  
Case No. CBA-86-131  
Pulaski Mobile Home Park Subdivision

Having entered this agreement on the record, Harvey Salt, Inc., withdrew its appeal contingent on the agreement reached with the Petitioner to be recorded among the Land Records.

Petitioner next presented Leonard S. Homa, a housing expert in the field of multi-section homes, who testified to the desirability of granting the special exception and to its conformity with all sections of 502.1.

William Green, President of the Bonnie Brook Corporation, then testified as to all the efforts attempted so far to acquire the special exception and the need for the variances. He also testified to the project's compliance with 502.1. All the above testimony is a part of the record in this case and need not be detailed.

Protestants presented three witnesses who indicated their opposition to the granting of the special exception and their testimony is also part of the record.

Testimony and evidence produced in this case indicate that this proposed trailer park is in an M.H. zone and therefore requires the special exception. The M.H. uses that are accorded this zoning by right are many and varied. The proposal before the Board presents in this Board's opinion a workable use of the property in that it provides fewer home sites than allowed by law, provides considerably larger lots than allowed by law, provides two off-street parking spaces for each residence, and in essence complies with all sections of 502.1. The Board is therefore of the opinion that the special exception should be granted and all the agreed to restrictions both in the original Order and a part of Petitioner's Exhibit No. 1 be complied with.

Case No. 87-126-XA  
Bonnie Brook Corporation  
and  
Case No. CBA-86-131  
Pulaski Mobile Home Park Subdivision

There are requested variances to allow a 15-foot setback for 14 homesites abutting a power line right-of-way. Since these requested variances are variances from open space and do not impact any structures, the Board would be arbitrary and/or capricious to deny them. However, the variances requested for the two lots adjacent to the proposed exit and entrance are not in the Board's opinion justified. The setbacks on these two lots should be maintained in order to allow proper sight distance and beautification of this access point.

ORDER

It is therefore this 8th day of July, 1987, by the County Board of Appeals of Baltimore County ORDERED that the special exception be and the same is GRANTED subject to the following restrictions; and that the 14 variances abutting the power line be and the same are GRANTED; and the 2 variances on the properties abutting the proposed access be and the same are DENIED:

1. The plan shall be modified only as required for storm water management.
2. Lots shall be rental only.
3. Each trailer shall have a pitched, shingled roof.
4. The owner shall establish a restrictive rental agreement including, but not limited to, size and type of unit, trash disposal, maintenance and repair standards, placement of gas and oil tanks, skirting and foundation requirements. There shall be no changing of oil, no motor vehicular service and no storage of recreational vehicles. One copy of that agreement shall be submitted for the file and one shall be available to the public.
5. There shall be a resident manager.
6. Open space shall be no less than 13 percent of the site.
7. The future channelized entrance at Pulaski Highway must be created in conformity with the five conditions noted in the upper lefthand corner of Petitioner's Exhibit No. 1.

Case No. 87-126-XA  
Bonnie Brook Corporation  
and  
Case No. CBA-86-131  
Pulaski Mobile Home Park Subdivision

IT IS FURTHER ORDERED that the Motion to Dismiss the CRG appeal in Case No. CBA-86-131 be and the same is GRANTED.

Any appeal from this decision must be made in accordance with Rules B-1 through B-13 of the Maryland Rules of Procedure.

COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

William T. Hackett, Chairman

Patricia Phipps

Patricia Phipps



County Board of Appeals of Baltimore County

Room 200 Court House  
Towson, Maryland 21204  
(301) 494-3180

July 8, 1987

J. Michael McLaughlin, Esquire  
IGLEHART & McLAUGHLIN  
307 W. Allegheny Avenue  
Towson, MD 21204

RE: Case No. 87-126-XA  
Bonnie Brook Corporation and  
Case No. CBA-86-131  
Pulaski Mobile Home Park Subdivision

Dear Mr. McLaughlin:

Enclosed is a copy of the final Opinion and Order passed today by the County Board of Appeals concerning the subject matter.

Sincerely,

Kathleen C. Weidenhammer  
Administrative Secretary

Encl.

cc: Thomas L. Hennessey, Esquire  
Harvey Salt, Inc.  
Mr. Louis W. Hammen  
Harry A. Gephardt  
Stephen J. Nolan, Esquire  
William A. Green  
Phyllis Cole Friedman, Esquire  
Mr. & Mrs. Martin Bogdan  
Whitman, Requardt & Associates  
Patrick D. Hanley, Esquire  
James Markle  
David Fields  
Robert Covahey  
Malcolm F. Spicer, Jr.  
Ed McDonough  
Jorge Austrich

Norman E. Gerber  
James G. Hoswell  
Arnold Jablon  
Jean M. H. Jung  
James E. Dyer  
Margaret E. du Bois

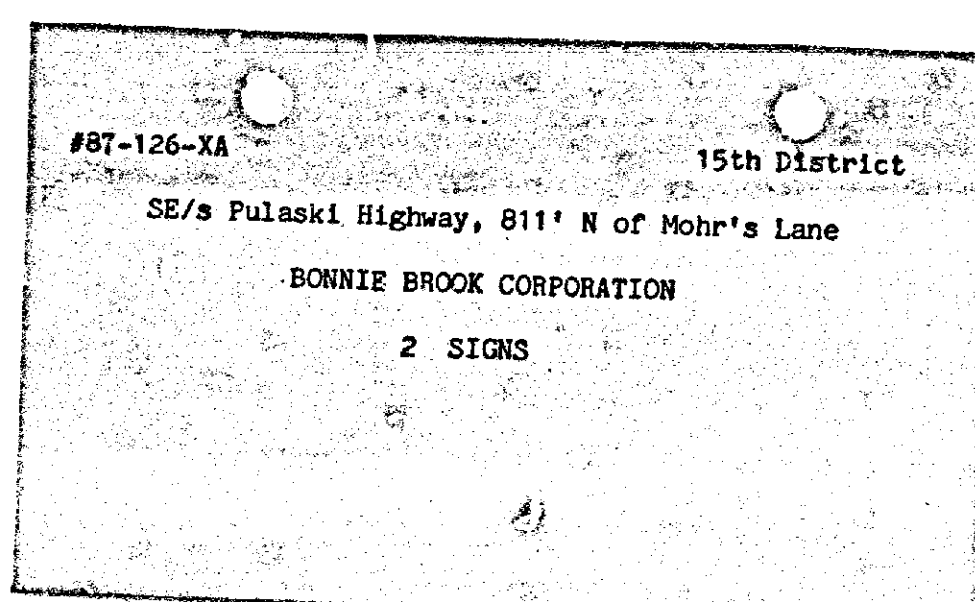
2/05/87 - Following notified of hearing set for Tuesday, May 12, 1987 at 10:00 a.m.:

Thomas L. Hennessey, Esquire  
Harvey Salt, Inc.  
Mr. Louis W. Hammen  
J. Michael McLaughlin, Esq.  
White Marsh /Middle River Comm. Action Committee  
(Lillian & Martin Bogdan)  
Stephen J. Nolan, Esq.  
William A. Green  
Whitman, Requardt & Assoc  
Harry A. Gephardt  
Malcolm F. Spicer, Jr., Esq.  
Patrick D. Hanley, Esq.  
Phyllis Cole Friedman, Esq.  
James Markle  
Robert Covahey  
Current Planning  
Norman E. Gerber  
Ed McDonough  
Jorge Austrich  
James G. Hoswell  
Arnold Jablon  
Jean M. H. Jung  
James E. Dyer  
Margaret E. du Bois

NOTE: Consolidated with Case No. CBA-86-131 (Pulaski Mobile Home Park) which has been postponed from 2/11/87 and reassigned for 5/12/87..

5/12/87 -Continued to June 11, 1987. Above notified of continued date.

5/20/87 - Postponed at request of Hennessey; reschedule for 6/18/87 -10:30 AM



BONNIE BROOK CORPORATION  
SE/s OF PULASKI HIGHWAY, 811' N  
OF MOHR'S LANE  
15TH ELECTION DISTRICT  
RE: SE - TRAILER PARK  
VAR - SETBACKS

BEFORE THE

COUNTY BOARD OF APPEALS

CASE NO. 87-126-XA

PULASKI MOBILE HOME PARK  
SUBDIVISION, PULASKI HIGHWAY  
AND MOHR'S LANE  
15TH ELECTION DISTRICT  
RE: CRG DECISION

BEFORE THE

COUNTY BOARD OF APPEALS

CASE NO. CBA-86-131

APPLICATION FOR SUBPOENA

TO THE COUNTY BOARD OF APPEALS:

Pursuant to Rule 5 of the Rules of Practice and Procedure of County Board of Appeals, please issue or cause to be issued a Subpoena for the following individual to appear and testify in the above entitled case on Thursday, June 18, 1987 at 10:30 a.m., Hearing Room No. 218, Court House, Towson, Maryland 21204:

PAUL MITTMEIER  
1215 Reames Road  
Baltimore, MD 21220

J. Michael McLaughlin, Jr., Esq.  
307 W. Allegheny Ave., Towson, MD 21204  
825-0711 Attorney for Protestants  
Community Association

RECEIVED APPEALS  
JUN 12 P 4 18

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCES  
SE/S of Pulaski Highway, 811' N of Mohr's La.  
15th Election District  
Bonnie Brook Corporation - Petitioner  
Case No. 87-126-XA  
Appeal Filed: November 26, 1986  
APPEAL FILED BY: Appellant/Protestant, White Marsh/Middle River  
Community Action Committee

1. Petitions for Special Exception and Variances
2. Description of Property
3. Certificate of Posting
4. Certificates of Posting
5. Zoning Advisory Committee Comments
6. Comments from Director of Planning and Zoning
7. Entry of Appearance of Thomas L. Hennessey, Esquire
8. Entry of Appearance of J. Michael McLaughlin, Jr., Esquire
9. Order of Deputy Zoning Commissioner
10. Notice of Appeal filed on 11/26/86 by Appellant/Protestant, White Marsh/Middle River Community Action Committee
11. Letter to all parties advising of the filing of an appeal, dated 12/8/86
12. Petitioner's Exhibits:

- No. 1 - Plan, drawn 3/4/86
- No. 2 - Draft of Proposed Amendments to the Balto. Co. Zoning Regulations Concerning Mobile Homes in Baltimore Co.
- No. 3a - Drawing of Travel Trailer
- No. 3b - Drawing of Motor Home
- No. 3c - Drawing of Manufactured Housing
- No. 3d - Photograph of home
- No. 3e - Drawing of Virginia Series 1
- No. 4 - Annotated Code of Maryland, Mobile Home Law, Revised May, 1985
- No. 5 - Terrace View Mobile Estates, Inc. Rental Agreement

Protestants' Exhibits:

- No. 1 - Two sheets re Plat of DiPasquale Property, revised 8/24/81
- No. 2 - Plat, drawn 3/4/86

J. Michael McLaughlin, Jr., Esquire  
307 West Allegheny Avenue  
Towson, Maryland 21204  
(825-0711)

Attorney for Appellant/Protestant, White Marsh/  
Middle River Community Action Committee

Stephen J. Nolan, Esquire  
Nolan, Plunhoff & Williams,  
Chartered  
204 West Pennsylvania  
Avenue  
Towson, Maryland 21204  
(823-7800)

Attorney for Appellee/Petitioner, Bonnie  
Brook Corporation

TERRACE VIEW MOBILE ESTATES, INC.

APPENDIX B  
COMMUNITY RULES

1. PURPOSE.

These Rules have been adopted to protect your investment in your home and to enhance the desirability of residing in the Community. These Rules are designed to prevent nuisances and the impairment of the attractiveness of the community and are deemed necessary for the order, peace, health, safety and operation of the Community, and for securing and promoting the convenience, safety and welfare of the Residents of the Community.

2. MINIMUM HOME STANDARDS.

All homes to be placed in the Community for the first time, or retained after resale in the Community, must meet the following minimum standards with respect to size, quality, appearance, material specification, construction and safety condition.

(a) FIRST TIME PLACEMENT.

1. Size: Single wide 14 feet, width 52 feet length (excluding hitch).  
Double wide 24 feet, width 40 feet length (excluding hitch).
2. Quality: Exterior shall be clean, property painted, free from dents, breaks, broken parts or windows.
3. Appearance: New condition and appearance.
4. Material Specifications: Removable hitch which must be detached after home is installed.
5. Construction and Safety Standards: Sound and safe conditions, free from any structural defects, county approved anchor tie down system.

(b) HOMES TO BE RETAINED IN COMMUNITY AFTER RESALE.

Sale of the home by Resident is subject to the conditions contained in the Rental Agreement, and the following minimum standards, and to the Owner's current "Point System for Resale Evaluation", a copy of which will be posted in the Community office at all times.

1. Size: Single wide 12 feet and length 44 feet. (excluding hitch).  
Double wide 22 feet and length 32 feet. (excluding hitch).
2. Quality: Exterior shall be clean; properly painted, free from dents, breaks, broken parts or windows.
3. Appearance: Good condition and appearance; skirting must be in good condition, unbroken and painted.

4. Material Specifications: Removable hitch which is detached.
5. Construction and Safety Condition:

Home must be level and free of insects, rodents, vermin, pests, etc.

Steps and handrails shall be in good and acceptable condition;

All utility connections shall be carefully examined to determine that they are in good operating condition, and if not, appropriate modifications shall be made. Comply with the resale evaluation program by obtaining a rating of "Good" under the National Mobile Home Appraisal System published by the N.A.D.A.

3. HOME CONDITION AND MAINTENANCE.

(a) CONDITION. Homes shall be maintained in good condition and repair and the exterior shall be clean, neat and properly painted at all times. The Owner reserves the right to require reasonable repair, maintenance and improvement of any home.

(b) UTILITY CONNECTION. Utility services including water, electricity, sewer and others are to be properly connected, insulated and protected before a Resident takes occupancy and during the tenancy.

(c) PLUMBING LEAKS. Plumbing is to be kept in good repair and plumbing leaks, inside and outside of the home, are to be repaired immediately. The Owner reserves the right to shut off the water supply to a home if a water leak exists whenever such action is deemed by the Owner to be in the best interest of the Community. Resident is responsible to maintain the water and sewage flow in all plumbing lines, other than in Community mains and lateral lines.

(d) ADDITIONS. The Resident will not, without written permission of Owner first obtained, make any alterations, additions or color changes to the home or install any equipment therein which, in the Owner's opinion, will necessitate any modification of the utility facilities contained therein or will overburden such facilities. All additions to the home, i.e., patio covers, carports, storage sheds, etc., may be required to be commercially manufactured. The plans shall include a description of the proposed change and specification which must be submitted to the Owner for written approval prior to the construction of any addition. The Owner shall review such plans with regard to harmony of exterior architectural design, attractiveness, and location in relation to surrounding structures and topography. The Owner shall respond in writing to such request within 14 days of the receipt of such plans and request for change and all work on such approved addition must be fully completed within sixty (60) days after commencement thereof.

(e) FIRE DAMAGE. If a home is substantially damaged by fire, windstorm or other cause, the Resident shall repair or remove the damaged home within reasonable time or the Owner may do so at the Resident's expense. If the Resident elects to repair his damaged home, such repairs shall begin as soon as practicable after the damage has occurred. All loose damage and debris shall be removed immediately. Damage visible on the exterior of a home shall be repaired within fifteen (15) days from the date of damage. If the damage cannot be repaired within fifteen (15) days, the Owner may require that the home be removed from the Community for repair.

(f) HEAT TAPES. Heat tapes must be operative and maintained from October 1, to April 1. Water may not be kept running to keep lines from freezing. Heat tapes should be checked periodically to prevent freezeups and costly repairs.

(g) STREET NUMBER. Site house number must be displayed on the street side of the home.

(h) INITIAL SET-UP. Prior to the date of delivery of the home to the Community, the dealer and/or Resident must obtain a complete list of set-up requirements established by the Owner. Upon arrival, the driver will inspect the site with a representative of the Owner, who will supervise the placing of the home on the site in a uniform manner.

(i) OIL HEATING TANKS. Oil tanks are required to be at least a 275 gallon capacity, placed upright. Propane gas tanks are required to be a minimum capacity of 100 lbs. All tanks must be located at the rear of the home and installed in accordance with applicable county codes. All tanks shall be painted white or silver.

(j) FIRE PROTECTION. Compliance with the smoke detector regulations of the State and County is required. Fire extinguishers should be available in each home.

(k) ANTENNA. TV antenna installation shall be limited to 36 inches above the home. No guy wires are permitted.

Radio transmitting and/or receiving antennas may be no higher than ten feet above the home and must be limited to a single vertical rod, with no guy wires or supports.

(l) AIR CONDITIONERS. Window air conditioners must be adequately supported by brackets mounted to the exterior of the home, and may not be facing the street, unless otherwise approved by the Owner. Such units may not be supported by any poles or structures which extend to the ground below.

(m) HITCHES. Hitches must be concealed or removed, if detachable.

4. UTILITY & STORAGE BUILDINGS.

Utility or Storage buildings shall not exceed 10' x 12' in size, except with the prior written consent of the Owner and must be aluminum or steel commercially manufactured.

Each storage building shall be of a design in harmony with the home which it serves, shall be constructed in a craftsman-like manner and shall be painted to blend with the home. Such buildings shall be kept in good condition and neat at all times. Owner shall be consulted for proper location of the building on the site.

In addition to its rights set forth above the Owner may require as a precondition to renting or leasing a site within the Community that the Resident repair, change or modify any home, other building, or any addition to any home or other building, which in the discretion of the Owner, does not comply with the above standards.

5. MAINTENANCE OF SITE ON WHICH HOME IS LOCATED.

(a) LAWNS, TREES AND SHRUBBERY. Lawns and grass must be kept cut, neat and free of weeds, articles or objects. Grass and

weeds shall be removed from around trees, shrubbery and gardens.

Resident shall keep gardens neat and well cared for. No automatic sprinkler or soaking hoses are permitted. Vegetable gardens are prohibited.

(b) SERVICE CHARGE. In the event a Resident fails to maintain Community standards, the work will be done by or through the Owner who will charge a fee payable as additional rent, amounting to the actual cost of the service performed.

(c) UNDERGROUND DAMAGE. Without prior written approval of Owner, no rod, stake, pipe or other object shall be driven into the ground and there shall be no digging anywhere within the Community because of the danger therefrom to underground pipes, wires and conduits. Resident will be liable for any damages caused by any violation of this rule.

(d) PROPER STORAGE. Lawn furniture, bicycles, toys, barbecues, and other outdoor articles, when not in use, detract from the appearance of the entire immediate area and therefore should be properly stored.

To maintain safety for himself and family, no resident shall store or place articles or materials around or under the home, which are flammable or unsanitary.

(e) SWIMMING POOLS. Swimming pools, other than the inflatable or molded type, will be prohibited on the site, and caution must be taken by Resident not to kill grass or otherwise damage site in the use of same. Pools should be limited to 15 to 18 inches in depth and a maximum of eight feet in diameter and should be placed only on the patio during use.

(f) FIREWOOD. Any firewood stored on the site must comply with the County code, must be elevated off the ground, kept in a neat and orderly pile limited to 4x4x4 feet in size and located toward the rear area of the site, at least one foot from the home.

6. DRIVEWAYS, WALKS, PORCHES AND PATIOS.

Resident shall remove ice and snow from driveways, walks and patios.

Porches, railings and awnings shall be kept in good repair and painted in harmony with the color of the home.

7. FENCES.

Fences may be installed, with prior written approval of owner, in accordance with the parks specifications.

8. STEPS.

Steps to the homes and porches shall be constructed of sturdy precast concrete or shall be of wooden or metal construction or acceptable mortared bricks. Concrete blocks are not acceptable.

9. ABANDONED ADDITIONS.

Porches, awnings, underskirting and screening are the property of the Resident. However, if left on the lot at the time of moving, they shall become the property of the Owner.



PROPOSED AMENDMENTS TO THE BALTIMORE COUNTY ZONING REGULATIONS  
CONCERNING  
MOBILE HOMES IN BALTIMORE COUNTY

A Preliminary Report of the Office of Planning and Zoning  
August 15, 1984

## PREFACE

As part of the comprehensive updating and revision of the Baltimore County Zoning Regulations the staff of the Office of Planning and Zoning has undertaken the indepth study of present zoning practices and issues concerning mobile home developments specifically and trailers in general. The following report, a product of that effort, briefly discusses related trends and conditions and makes recommendations concerning zoning for trailers and mobile homes in Baltimore County.

The first part of this report concerns itself solely with the use of trailers as long-term residences, that is as mobile homes. In researching the subject of mobile homes, reviewed were articles, brochures, model ordinances, site design manuals, recently enacted mobile home ordinances and related amendments to zoning regulations of municipalities, and court decisions from across the country.

This report does not attempt to study mobile homes anew, or to reopen issues of which a consensus was apparent throughout the aforementioned materials. In addition, mobile homes have been the subject of various County reports and activities over the past fifteen years - of which the most recent was in 1977 by the County Health Department. Because of this, this report does not attempt to study in depth the existing conditions of mobile home parks within Baltimore County. A windshield survey of a sampling of mobile home parks was performed to assess if significant changes to the general state of mobile home parks within the County as a whole had occurred since the findings of the Health Department report. As this was not the case, more detailed study was not considered necessary to the purposes of this report.

This report does not concern itself with administration nor enforcement. These two subjects, though an integral part of zoning for trailers, are considered as beyond the scope of this report. Both of these subjects are best dealt with within a comprehensive framework, in light of the needs and dictates of the Zoning Regulations as a whole, organization of the departments involved, and related requirements of other regulations. This report assumes and recommends that with only possible minor modifications those administration procedures used for similar use activities are appropriate for the administration of trailers and mobile homes. For example, administration of a mobile home development should be similar to or the same as that for other residential development.

The second part\* of this report concerns itself with zoning for trailers in general, and specifically those used for non-residential and temporary residential purposes; support or housekeeping amendments regarding mobile home developments and trailers are also recommended. Lastly, recommendations for support amendments to the Development Regulations and related manuals are discussed.

\*The second part of this report is not included in this packet; however related definitions are attached at the end of this report.

NOT FOR RELEASE

PART I  
RESIDENTIAL USE OF MOBILE HOMES

## INTRODUCTION

Mobile homes have been the subject of innumerable studies over the past two decades. In brief, the consensus is that mobile homes offer an acceptable alternative to conventional site built housing. As construction standards and materials for mobile homes close the quality gap between site built and mobile homes, acceptance of mobile homes increases. The 1974 Federal Mobile Home Construction and Safety Act, 1980 Housing and Development Act (which officially changed the term "mobile home" to "manufactured housing"), trends by federal agencies and major financial institutions to provide mortgages and mortgage insurance, and changing state regulations emphasize this acceptance.

The need to provide for affordable housing is demonstrated in the Baltimore County Master Plan 1979-1990 Housing and Community Preservation Plan. Mobile homes are cited as one means of partially addressing the demand for lower priced units. The report further states that Baltimore County zoning policies have restricted mobile homes as a source of lower cost housing. That mobile homes are a more affordable housing source than conventional housing is rarely questioned. The difficulty is in determining how best to provide for their development.

## Mobile Homes in Baltimore County

Mobile homes address significantly less of the housing demand within Baltimore County than they do nationwide. Accounting for 4% of the total housing units for the Country, mobile homes account for only 1% of the total housing units within Baltimore County. Since 1970, the total number of mobile homes in the County has increased by only 7% compared to 82% nationally. During the same period Baltimore County witnessed a 28% increase in total housing units and a 19% increase in single-family units. Nationwide, mobile homes accounted for 29% of housing units sold in 1980 and account for an estimated 36% of the nation's market for new homes. Baltimore County lags behind nationwide figures largely because of its regulations.

According to the 1980 U.S. Census of Population and Housing, Baltimore County has approximately 1900 occupied mobile homes, housing approximately 4100 people. Average household size is 2.16 persons compared to 2.63 persons for all Baltimore County housing units. Baltimore County has over thirty trailer parks providing mobile home sites for permanent residence. While a few parks have expanded in recent years, no new mobile home parks have been developed since 1971. In addition, all of the mobile home parks are virtually filled, with only a very few having any vacant spaces at all. A special exception was granted in October of 1983 for the development of a new park.

Evening Sun, 12 October 1983, Larry Carson

Of the 1900 mobile homes in Baltimore County, approximately 80% are located within mobile home parks. Stringent limitations on where mobile homes can be located have limited the number of mobile homes located outside of parks to 250 or 19%. This discussion will consider the subject of mobile home parks first.

**Mobile Home Parks:** A review of the mobile home parks of the County indicates that they vary greatly in size, conditions, and site design. A survey of a sampling of the parks provides examples of mobile home developments as a positive element of the County, as well as provides examples of their blighting potential.

The majority of mobile home parks are located in the southeastern portion of the County. While a few parks are located adjacent to either industrial or commercial uses, most parks are adjacent to medium density single-family residential neighborhoods. Existing conditions of mobile home parks vary just as conditions vary for other residential areas. Some are in excellent overall condition, while others are not. The smaller, older parks tend to evidence a greater number of problems. Examples of such include: disorderly and cramped layout; unpaved roadways; poor circulation; inadequate parking; poorly stored or placed fuel tanks; visible wheels and axles; poor landscaping, screening, definition of mobile home spaces; lack of adequate space for tilt-outs, additions, patios, and storage; little amenity open space; and low maintenance levels. The more modern parks rarely have these problems to the same degree as the older parks, thereby presenting a significantly more positive image.

As indicated in Table I, mobile home parks within Baltimore County range in size from approximately one-third acre to 87 acres, with a median of three acres. Accordingly, the number of mobile home units per park ranges from three to 391 with a median of 35 units. Density ranges from two to twenty units per gross acre, including private roadways and recreational or common grounds etc. Smaller parks are usually served by a horseshoe roadway, while larger parks are usually served by a network of roadways forming individual blocks similar to those found in conventional subdivisions. The circulation in many parks has been altered as larger mobile homes were squeezed in than the park was originally designed for. The overwhelming majority of homes are "single-wide" units which are approximately 70' x 14'. Orientation of mobile homes to the roadways varies from perpendicular to 60° or 45° angles. Storage sheds, tilt-outs, additions, and covered patios are commonly found on individual mobile home spaces. As in any neighborhood, recreational vehicles are found but rarely is sufficient space provided for them in mobile home parks.

**Court Trends:** Court decisions across the country concerning restrictive or exclusionary treatment of mobile homes in recent years have stipulated that regulations more restrictive than those for site built housing are appropriate only if the municipality shows supportable reasoning related to health, safety, welfare, etc. for the restriction. In almost all cases the court recognized mobile homes as different from conventional (i.e. stick built) housing. Several state courts view mobile homes as a means of providing or allowing "least cost" housing. Total exclusion of mobile homes by a municipality has not been sanctioned by the courts; indeed, recently the courts have leaned towards requiring municipalities with available "growth" areas to provide for mobile homes in order to allow more housing opportunities for low and moderate income households.

As indicated above, the courts have generally recognized mobile homes as different from conventional housing. When a municipality has provided for the ordinance as exclusionary, the courts generally have not viewed the Court ruled that because of the specific construction techniques and design of a mobile home, there was no substantial difference between the mobile home and site built housing to warrant its exclusion. Where municipalities have permitted mobile homes on individual sites within conventional neighborhoods, courts have occasionally held that additional requirements are only permitted when the municipality can substantiate that the requirements are necessary for the health, safety, or welfare of the area, will be no more stringent than for conventional built homes, and seek to make the mobile home structurally equal to conventional homes that could be built. Generally, "compatibility standards" have been upheld only when they also apply to conventional homes. Courts have supported a municipality's right to homogeneity and heterogeneity as long as it is a stated policy supported by specific reasons (housing values, historic value, and aesthetics are now acceptable).

**Regulating Mobile Homes in Surrounding Counties:** Surrounding counties treat mobile homes in a variety of ways. Salisbury-Wicomico County Planning and Zoning Commission recently reviewed all twenty-three Maryland counties' zoning regulations for mobile homes. Their findings indicate that eighteen of the twenty-three counties provide some means for mobile homes on individual lots as a matter of right; of the 23, ten permit mobile homes on individual lots within residential zones either by special exception or as a matter of right subject to special standards. Nine of the eleven counties which provide a mobile home zone or district have floating zones versus fixed zones. Of the ten counties which specifically permit mobile home subdivisions as a use, four permit the subdivisions only within a mobile home district or zone; the remaining six counties permit subdivisions in various residential, agricultural or commercial districts. With the exception of mobile homes sited on individual lots in low density or agricultural zones, special standards almost always have to be met.

Area regulations such as open space requirements, lot coverage and dimensions stipulations, setbacks and distances between structures, minimum landscaping requirements, standards for off-street parking, and density controls are common to most ordinances concerning mobile home developments. Less common are stipulations for minimum storage space, provision of family entertainment area, and maximum proportion of non-residential use. When subdivisions are permitted more stringent area regulations are usually given than those for parks; mobile homes placed on individual lots usually must meet the same area requirements as conventional single family detached housing must. In addition, some municipalities differentiate between double-wide mobile homes and single-wide mobile homes, usually by affording the double-wide more flexibility. Lastly, compatibility standards were rarely found in the ordinances reviewed.

**Regulating Mobile Homes in Baltimore County:** Mobile homes within Baltimore County are jointly regulated by four departments: Zoning, Fire, Health, and Permits and Licenses. Each of these departments concerns itself with specific aspects of a mobile home park. Water quality, rodent control, safety hazards,

TABLE I  
MOBILE HOME PARKS IN BALTIMORE COUNTY

| Park Homes                       | Acreage <sup>3</sup> | Mobile Homes | Spaces | Last Permit | Gross Density |
|----------------------------------|----------------------|--------------|--------|-------------|---------------|
| The Apache Reservation           | 1.8                  | 3            | 3      | 1984        | 1.7           |
| Bay Front                        | 2.8                  | 25           | 38     | '84         | 9.1           |
| Baywood <sup>2</sup>             | 11.0                 | 105          | 101    | '81         | 9.5           |
| Beltway                          | 2.4                  | 54           | 55     | '84         | 22.5          |
| Briarwood                        | 6.00                 | 76           | 76     | '84         | 12.7          |
| Carpenter's                      | 11.0                 | 79           | 78     | '84         | 7.2           |
| Cool Breeze                      | 5.0                  | 88           | 89     | '84         | 17.6          |
| Crowthers <sup>2</sup>           | 2.0                  | 20           | 20     | '83         | 10.0          |
| Durdalk                          | 8.9                  | 94           | 96     | '84         | 10.6          |
| Glenwood (Orens Rd) <sup>1</sup> | 4.0                  | 36           | 39     | '83         | 9.0           |
| Glenwood (Washington)            | 1.5                  | 12           | 12     | '84         | 8.0           |
| Golden Ring                      | 3.7                  | 50           | 50     | '84         | 13.5          |
| Granite                          | 14.9                 | 49           | 50     | '84         | 3.3           |
| Hilltop                          | 1.2                  | 16           | 16     | '84         | 13.3          |
| Hinton's <sup>2</sup>            | 1.0                  | 10           | 11     | '83         | 10.0          |
| Jones                            | 1.0                  | 8            | 12     | '84         | 8.3           |
| Ken-Lee                          | 15.0                 | 119          | 125    | '84         | 7.9           |
| Lenmar <sup>1</sup>              | 2.5                  | 50           | 50     | '83         | 20.0          |
| Liberty                          | 6.6                  | 62           | 60     | '84         | 9.4           |
| Lincoln <sup>1</sup>             | 2.0                  | 24           | 26     | '83         | 12.0          |

| Park Homes            | Acreage | Mobile Homes | Spaces | Last Permit | Gross Density |
|-----------------------|---------|--------------|--------|-------------|---------------|
| Michelle              | 1.4     | 12           | 12     | '84         | 8.6           |
| Mobile Manor          | 4.2     | 35           | 35     | '84         | 8.3           |
| Oakdale               | 36.9    | 305          | 530    | '84         | 8.3           |
| Orens                 | 3.0     | 32           | 41     | '84         | 10.7          |
| Penwood               | 3.0     | 27           | 27     | '84         | 9.0           |
| Rosebank              | 2.3     | 28           | 29     | '84         | 12.4          |
| Rosewood <sup>1</sup> | 7.0     | 70           | 65     | '83         | 10.0          |
| Sunrise               | 26.0    | 155          | 155    | '84         | 6.0           |
| Sylvania              | 5.0     | 29           | 29     | '84         | 5.8           |
| Whip-poor-will        | --      | 28           | 27     | '84         |               |
| Williams              | 87.5    | 391          | 391    | '84         | 4.5           |
| Zarenba <sup>5</sup>  | 0.3     | 5            | 5      | '84         | 17.4          |

<sup>1</sup>Pending 1984 Perm application.

<sup>2</sup>No application for 84 permit received.

<sup>3</sup>Acreage is rounded off to nearest tenth.

<sup>4</sup>Gross density is unadjusted.

<sup>5</sup>Zarenba's acreage and density include area dedicated to one conventional single-family.

Source: Mobile Home Park Permit applications; Baltimore County Department of Permits and Licenses; April, 1984.

and the storage and disposal of refuse are the primary concerns of the Department of Health. The Fire Department concerns itself largely with the spacing of mobile homes to assure adequate access for fire equipment and to limit the potential spread of fire; another concern is the storage of fuel tanks. Permits and Licenses concerns itself primarily with the installation of the mobile home, (such as the electrical hook-up), the number of homes within the park, and the assessing of the annual State tax per unit. Zoning, which will be discussed later in greater detail, concerns itself with compliance with the zoning regulations and the requirements of the special exception. No department concerns itself with the construction of the mobile home itself. Mobile home parks are inspected annually by Health and by Permits and Licenses; Zoning Administrative staff inspects each of the parks as part of the annual licensing procedure. In addition to County regulation, mobile home parks are also subject to the Maryland State Department of Health and Mental Hygiene regulations. State requirements involve both the physical layout of the park and environmental concerns such as water quality, refuse disposal, etc.

Residential use of trailers, the term currently utilized for mobile homes, is regulated by Subsections 414, 415.1 and 415.6 of the Baltimore County Zoning Regulations. Permanent residential use of trailers is permitted:

- In approved trailer parks by special exception in D.R. 1, 2, 3.5, B.R., and M.H. Zones.
- On a 25 acre farm, or a 25 acre tract outside the Metropolitan District within D.R. 1, 2, or 5.5 Zones and within M.L. and M.H. Zones.
- By special exception on tracts of 1-25 acres outside of the Metropolitan District within D.R. 1, 2, and 5.5 Zones and within M.H. Zones.
- On other sites if the trailer was being used as a residence prior to October, 1964.

With the exception of sites used as mobile home residences prior to 1964, mobile homes as of right are only permitted on parcels of 25 acres or more not served by public water and sewer. The net effect of these regulations is to severely limit the development potential of mobile homes. Significant mobile home development can only occur within the context of a single-ownership park and only by special exception. The special exception requirement immediately implies that mobile home developments are inherently detrimental to their surroundings, subjects a potential developer to public pressure, adds to administrative red tape, and, in general, acts as a disincentive to development. By, in effect requiring any substantial development to occur only in the context of a park, the County has excluded mobile home subdivisions. Individual lot ownership is further limited by not permitting mobile homes on individual lots within the Metropolitan district, nor outside of the district on lots of less than one acre. Section 416 of the Zoning Regulations is concerned with mobile home parks. In general these regulations stipulate minimum requirements such as the size of a park, the area of trailer spaces, and setbacks. The approval of the Baltimore County Health Department is also a requirement.

## DISCUSSION

When discussing mobile homes, one is really discussing two distinct animals -- those manufactured before the effective date of the National Mobile Home Construction and Safety Standards Act of 1974 and those manufactured after. Those manufactured after June 15, 1976 must meet HUD's construction and safety standards, must be third-party factory inspected, and must be manufactured by a certified manufacturer. Those manufactured before had only to meet state requirements for where they were constructed if such were in place; often regulations regarded the mobile home as a vehicle or trailer versus a permanent residence.

Even those built since 1976 can be appreciably different from each other. The single-wide unit has dimensions of about 70' x 14', while double-wide units average 58' x 24'. The double-wide mobile home unit can so closely resemble the conventional site built home as to be indistinguishable. This is not so frequently true of single-wide units.

Both the mobile home unit and development have been going through a significant metamorphosis over the past three decades. This is evident in many of the parks by the variety of mobile homes. Similarly, many mobile home parks are gradually changing from the typical "trailer park" of the 1950's to the "mobile home community" of today. This transition is not rapid, occurring gradually as older mobile homes are replaced by new ones. In general mobile homes are significantly larger today than they were in the 1950's and 1960's when most parks were developed. Small, older parks without expansion area may not be able to make the transition to the newer, larger homes due to site constraints or costs. In many cases, only one new mobile home space replaces two old spaces. This means that without expansion or more parks, the County may witness an even tighter market.

The contemporary mobile home development, whether consisting of single or double-wide units, differs little from a conventional subdivision. Differences are generally due to the linear design limitations of mobile homes. Structurally mobile homes built today are considered as sound as conventional homes built to the BOCA Code (Building Officials and Code Administrators International, Inc.), a revised version of which the County uses. Only about 3 to 4% of all mobile homes once placed ever move again. Maintained contemporary units in well designed developments maintain their value, appreciating similarly to conventional single-families. The average sale price in 1980 was \$18,500, but mobile homes of \$60,000 are common. In Malibu Beach, California are units of \$100,000 with monthly fees of \$570 a month. Mobile homes accounted for 20% of all housing starts in 1981, and are estimated as accounting for 80% of all single-family housing sold for under \$40,000.

<sup>1</sup>Fact Sheet: Housing Study, Part II: The Maryland Voter; League of Women Voters of Maryland; Fall, 1983.

<sup>2</sup>Mobile Homes are Getting Classier; Thomas Nut-Powell, Planning Magazine; February 1982.

Communities' fears of mobile home developments are based on the trailer parks of the past. While the mobile homes and parks developed after the Act of 1974 may more closely resemble the conventional site built ranch homes than their 1950's trailer predecessors, post 1976 units only account for a portion of the total number of mobile homes. In addition, all of the parks of Baltimore County predate the Act of 1974 and are composed overwhelmingly of single-wide units. Older mobile homes and parks are still with us. In addition, many of the problems associated with older parks stem from the site design rather than the structure and therefore can occur in spite of the 1974 Act if not regulated locally.

Zoning regulations and enforcement cannot address all of the issues regarding mobile homes. Landlord-tenant issues such as eviction, notification of non-renewal of lease, etc. are beyond the scope of zoning regulations. An indirect effect of improvements in zoning regulations may be alleviation of certain actions by landlords as tenant options increase. Weaknesses of older parks and deteriorating units will not be justly corrected through the strict enforcement of regulations. To demand compliance with new regulations can result in displacement of residents and financial hardship for park owners. The problems of older parks can only be adequately addressed through comprehensive rehabilitation programs. Regulations alone can not alter the image or reputation of mobile homes. Public educational programs have been used in other municipalities for subjects with similar acceptance problems and may be appropriate for the subject of mobile homes in Baltimore County.

#### RECOMMENDATIONS

In drafting regulations for mobile homes a fundamental point should be remembered. The most significant attribute of mobile homes is their affordability. Each regulation which dictates that the mobile home be indistinguishable from a conventional site built home lessens this affordability; each regulation which dictates the site conform to a preconceived idea of the ideal neighborhood lessens this affordability. A balance between assuring an aesthetic and healthy environment and encouraging an affordable housing option must be sought.

The regulations recommended by this report are based in large part upon the following findings.

- Mobile homes are a viable housing option whether or not distinguishable from conventional site built homes;
- Mobile homes as a class differ significantly from conventional site built homes although individual mobile homes can be made indistinguishable from site built homes;
- Mobile homes are permanent residential units which represent significant investment by their owners;
- Residents of mobile homes should have the same tenure options as residents of other types of housing;
- Mobile home developments are another form of residential development and should be treated as such;

Mobile home developments can address both the lower priced detached single family market as well as the higher moderate priced market; mobile homes are suited for all types of households - elderly, single, and families;

The considerable differences between pre and post-1976 mobile homes and developments should be reflected in the regulations.

**Weaknesses of Current Zoning Regulations:** The current regulations, while perhaps appropriate for their time of inception, are inadequate today in light of improvements in mobile home construction, federal requirements, housing costs and the changing role and image of mobile home development. Since their adoption in 1955, Baltimore County Zoning Regulations for mobile homes have been significantly amended only once -- in 1964. In general, the current regulations are obsolete. Major weaknesses which need to be addressed include:

**Terminology and definitions:** the regulations do not reflect current usage; do not provide for appropriate separation of trailers and mobile homes; and do not reflect the variety of mobile homes, or types of developments -- subdivisions, condominiums, parks.

**Permitted location:** current regulations do not regard mobile home developments as another form of residential development and permit mobile homes in inappropriate zones; in addition, special exception requirements together with limited suitable sites in zones where permitted result in a very tight market.

**Area layout and amenity requirements:** current regulations are void of accepted requirements such as - open space; screening; treatment of foundation, skirting or supports; service and community buildings; storage and home entertainment space - or the requirements are outdated according to current standards.

**Types of development permitted:** with the exception of farms of 25 acres or more, or one acre or more tracts outside of the Metropolitan district, mobile homes as permanent year round residences are only permitted within "trailer parks." This may be the greatest weakness of the current regulations. Although mobile homes are considerable investments with financing available similar to conventional housing mortgages, mobile home owners in Baltimore County are not given the option of providing their homes a permanent site within appropriate areas.

**Recommended Approach:** Several major issues arise in regards to the approach the County should take in regulating mobile home developments through the zoning regulations. The first issue is where to permit mobile home developments. The second concerns whether to provide for mobile home developments through an existing zone or to develop a zone specifically for mobile home developments. Another issue is whether or not to demand compliance by existing parks with the new regulations. The final issue concerns the mobile home unit itself and whether to require a construction standard be met.

Perhaps the most central issue is where to permit mobile home developments. The discussion of this report has stressed that mobile home developments are a residential use and should be treated as such. Accordingly this report recommends that mobile home developments be permitted as a matter of right in D.R. zones subject to special regulations. Due to the specialized intent of RAE zones, this report recommends that mobile home developments not be permitted in RAE zones.

Historically mobile home parks were developed in industrial and business zones in order to provide temporary lodging for employees of new industrial establishments and large construction projects; thus the association of mobile home developments and industrial and business zones versus residential zones. Today, industrial and business zoned lands are considered as prime resources for employment generating uses. In particular, industrial zoned land should not be nibbled away by non-industrial or industrial non-supporting uses such as mobile home developments. Perhaps more importantly, mobile home residents should not be expected to endure less desirable surroundings or be expected to accept less protection than other comparable residential developments. This report therefore recommends that new mobile home developments only be permitted in those zones where low density housing is not excluded.

If mobile home developments are restricted to D.R. zones, those developments within other zones would become non-conforming uses. Such developments would be subject to Subsection 104.1; expansion of such developments would be limited, therefore, to 25% of the total ground floor area of the buildings. In addition, such developments would not be subject to the same requirements as mobile home developments within D.R. zones. This report recommends that special regulations regarding non-conforming developments be developed. In addition, it is recommended that the zoning of each mobile home development be reviewed. Any area of significant size clearly dominated by mobile home developments which are stable and not diminishing through attrition should be considered for rezoning to a suitable D.R. category.

In regards to how to provide for mobile home developments, three approaches were considered:

• Modification of the current regulations thereby continuing to regulate mobile homes under Article 4 - Special Regulations and still requiring a special exception;

• Creating a floating zone stipulating compatible uses, bulk regulations, buffer or transition techniques, etc., totally separate from the D.R. regulations and available through petition;

• Permitting in D.R. zones as a matter of right subject to the D.R. regulations and review procedures but with additional regulations through Article 4.

Modification of the current regulations would be a simple means of complying upon the current regulations but would suffer from the shortcomings of special exception requirements, and would not provide comprehensive regulation of mobile homes. This also would continue to imply that mobile home developments are innately detrimental to the health, safety or general welfare of the public.

The second alternative, the concept of a floating zone, would provide the most comprehensive regulation of mobile home developments. Such a zone would be permitted within D.R. zones by petition. A fixed zone was considered but would require mapping areas distinct from the D.R. zones. As locational criteria for mobile home developments is not significantly different than other moderately low density residential development, areas selected for mobile home developments would be located within areas already zoned for residential use. On the other hand, mobile homes, because of their dimensions and production characteristics, can often address site constraints better than conventional housing. A floating zone versus a fixed zone does not permit the County to reserve such areas for mobile homes. In addition, a floating zone would require procedures similar to those for a special exception. This would be a disincentive to developers.

The third mechanism, permitting mobile home developments as a matter of right in D.R. zones with special regulations, has the advantages of the other two alternatives. By permitting mobile home developments within D.R. zones as a matter of right with special regulations we can approach a comprehensiveness close to that possible through a floating zone without requiring the procedures associated with a special exception. In addition, a mobile home development would have to meet the major requirements of D.R. zones already tested and approved by the County as minimum standards for residential communities, which mobile homes developments are. For these reasons, this third mechanism is the recommended alternative.

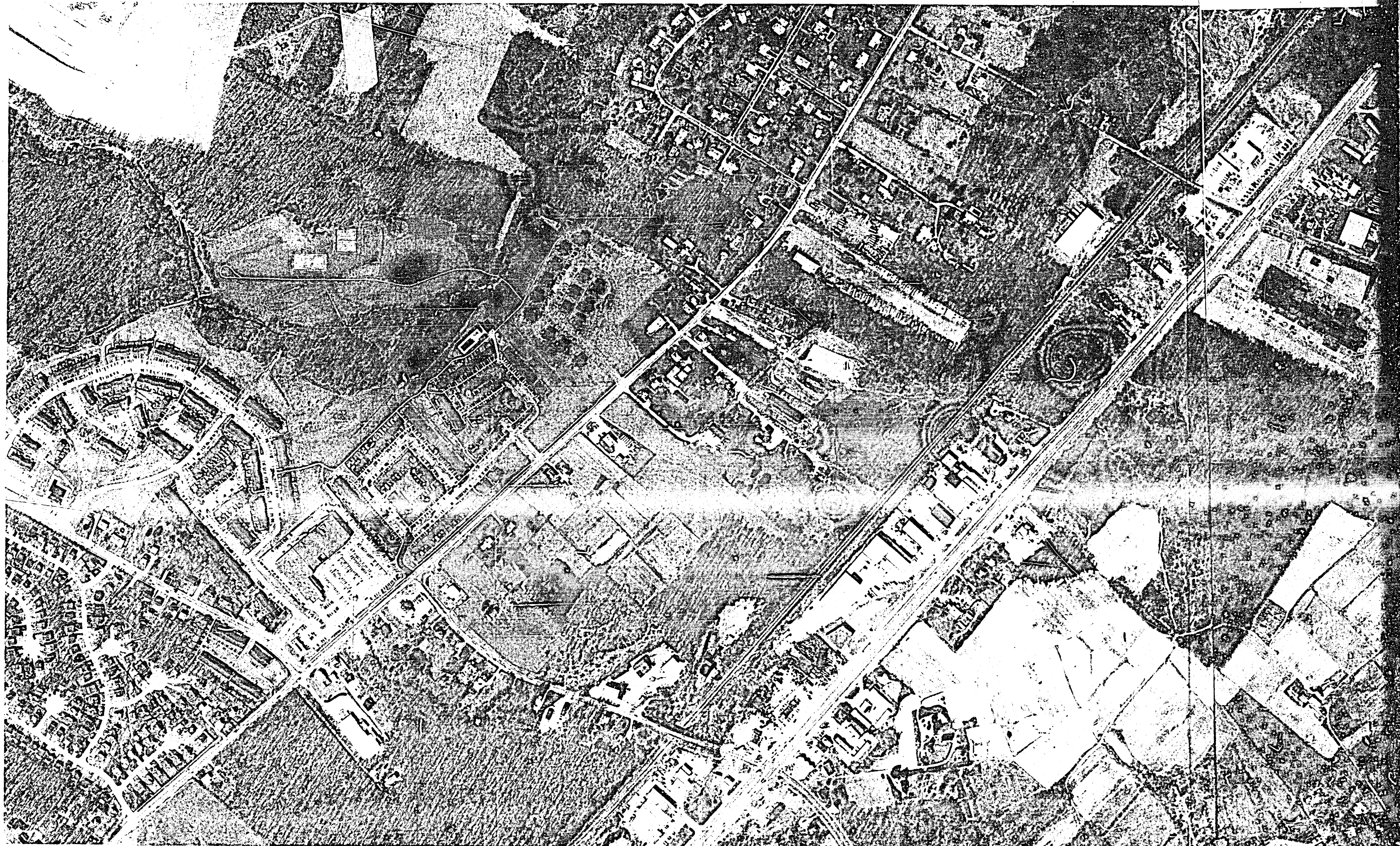
The issue of compliance is a complex subject. In the past all new regulations, including new State Health regulations, were applicable only to new spaces and parks. Existing mobile home parks therefore had no compulsion to comply or to move towards compliance. Because of the changes in the mobile home unit itself, the period of park development, and a variety of other factors, almost all of the parks of Baltimore County are not in compliance with area regulations in one way or another. In 1977 a concerted effort was made by the County to ascertain the state of mobile home parks. The County Department of Health inspected each of the 32 licensed parks and the Mobile Home Task Force issued its findings. In general, while the environmental sanitary conditions were considered good, the site conditions were not. To attempt to force compliance suddenly would have created hardship not only on park owners but especially so on residents as compliance would call for their displacement. On the other hand, because compliance has not been required, unsatisfactory conditions have continued and the image of mobile home developments has remained poor.

This report recommends that phased compliance be required. This means that an existing development would not be required to comply all at once with the new regulations. Compliance would gradually come about over a specified time period. License to continue operating a park would be granted as long as a concerted effort was being made towards complying. Certain requirements if shown to be a hardship or impossible to meet would be waived. The reality of compliance must be allowed to largely depend upon the historic condition of the older homes and the rate of turnover in order to avoid unnecessary displacement of residents. In addition, the staff of the CPZ recommends that compliance only be required if redevelopment assistance is intended to be made available to park owners.

In a conventional subdivision any structures being constructed must meet today's building code; this report recommends similar treatment of mobile homes. Mobile homes in place would have to meet the codes in force at the time of their construction; mobile homes being placed would have to meet the requirements of the HUD standards in force at the time of placement. Strict adherence to this would mean that anyone wishing to locate their pre-1976 unit within a mobile home development in Baltimore County or move it from one location to another would not be able to. This requirement is therefore only recommended for mobile home subdivisions thereby allowing units meeting criteria developed by a park owner to locate in parks.

The following recommendations are intended to permit a variety of mobile home developments and to establish minimum site criteria in order to ensure a reasonably comfortable, healthy and safe environment.

Petitioner Ex # 2 - 5/12/87



BALTIMORE COUNTY  
OFFICE OF PLANNING AND ZONING  
PHOTOGRAPHIC MAP

PREPARED BY AIR PHOTOGRAPHICS, INC.  
MARTINSBURG, W.V. 25401

SCALE  
1" = 200' ±

DATE  
OF  
PHOTOGRAPHY  
JANUARY  
1986

LOCATION

POPLAR

PREPARED BY AIR PHOTOGRAPHICS, INC.  
MARY

2-10-88

Petitioner  
EX # 2 - 5/12/87

# △ △ FUTURE CHANNELIZED ENTRANCE @ PULASKI HIGHWAY

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

Developer to be responsible for any traffic signal changes necessary.

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

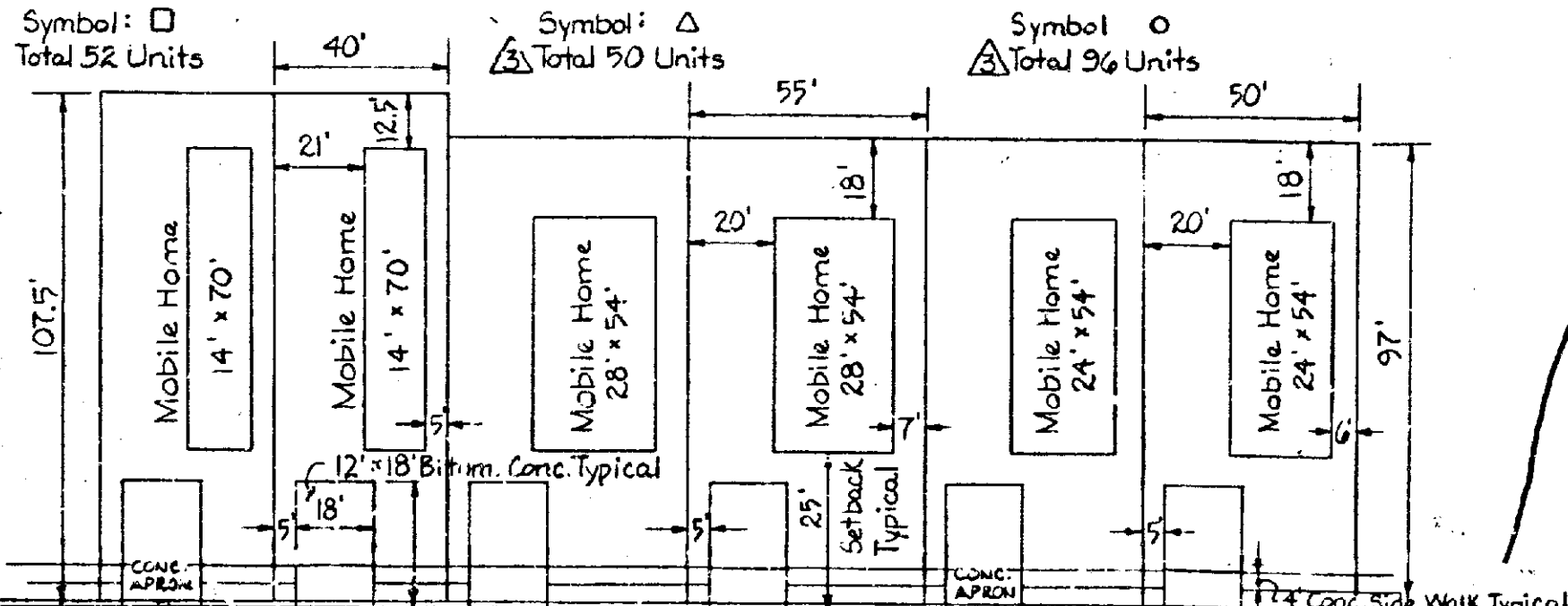
Developer to relocate Fire Hydrant N 21° 36' 10" E 40.25' Taper 15 to 1 to existing pavement.

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

Fire Flow Test Location: Mohr's Lane 1st Hyd. E/o Pulaski Hwy. Date: 11/26/84 Pressure: Static 101 Residual 54 Flow: 2220 GPM

## TYPICAL LOT LAYOUT

Not To Scale



Road Width Right of Way Varies 30'-40'

**OWNER DEVELOPER**  
**BONNIE BROOK CORPORATION**  
7229 WASHINGTON BOULEVARD  
BALTIMORE, MARYLAND 21227  
301-796-2427

**CIVIL ENGINEER**  
301-235-3460  
**WHITMAN, REQUARDT AND ASSOCIATES**  
2315 SAINT PAUL STREET  
BALTIMORE, MARYLAND 21218  
**KENNETH A. McCORD P.E.**

## △ \* ZONING NOTE 9

- 414.2 - An area of not less than 3,000 square feet shall be allocated to each trailer, which must be connected to sewer, water, and electricity. (B.C.Z.R., 1995.)
- 414.5 - There shall be a space of not less than 25 feet between each trailer and a so a space of not less than 25 feet between any trailer and any service building or structure used in connection with such park. (B.C.Z.R., 1995.)

## ZONING HISTORY (as appeared on CRG PLAN)

- 82-50-XA  
8/27/81  
11/2/81  
Hearing for Special Exception for trailer park  
Order for Special Exception GRANTED with restrictions; Order for Variance GRANTED by Deputy Zoning Commission
- 94-78-5PH  
1/10/84  
1/19/84  
Special hearing for utilization of Special Exception to be reviewed for three (3) years from 1/12/83  
Ordered by Zoning Commission that Special Hearing be GRANTED
- 2/17/84  
4/2/84  
Appealed by People's Counsel; \$85.00 paid  
Pursuant to People's Counsel filing a Motion for Dismissal, Board of Appeals hereby DISMISSED this case's appeal
- 85-359-5PH  
2/27/85  
Accepted for filing; Special hearing for an amendment to the site plan in Special Exception Case No. 82-50-XA and 84-128-5PH to change the layout of the trailer park and amend the restrictions
- 6/12/85  
9/13/85  
11/12/86  
Hearing held  
Continuation requested by David M. Lyon, Attorney for Owner  
Expiration date of the extension granted to special exception 82-50-XA.
- 3/6/86  
Amended Petition for Special hearing (85-359-5PH) withdrawn by Petitioner without prejudice.

## ZONING NOTES

### SPECIAL EXCEPTION 82-50-XA LIST OF RESTRICTIONS:

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

## CRG CHECKLIST NOTES

- (4) ELECTION DISTRICT 15 (5) COUNCILMANIC DISTRICT 6
- (6) CENSUS TRACT 4517.01
- (7) WATERSHED 6; SUBWERSHED 16
- (9) SITE AREA: GROSS - 47.943 NET - 47.872  
COMMON OPEN SPACE: REQUIRED - NONE; PROPOSED - 8.81 ACRES  
= 18.4% OF GROSS AREA; (30) TO BE MAINTAINED BY OWNER  
PARKING: REQUIRED - 2 PER UNIT; NO DWELLING UNITS - 198; UNITS ALLOWED: 336 (23.2 ACRES - 0.69 ACRES); AVERAGE LOT SIZE - 4828 SQ. FT.  
4.3 UNITS/GROSS ACRES; TYPICAL LOT LAYOUT: SEE DIAGRAM  
LANDSCAPE PLANTING REQUIRED AND PROPOSED: 198 TREES TO BE PLANTED AS PER BALTIMORE COUNTY LANDSCAPE MANUAL FOR RESIDENTIAL AREAS - ONE TREE PER DWELLING UNIT.  
FLOOR AREA RATIO IN MH ZONE: MAY = 3.0; PROPOSED = 0.13
- (13) REFERENCE DRAWINGS: WATER - 66-046-3 SEWER 61-1021-1
- (18) ALL EXISTING WOODED AREA TO BE REMOVED EXCEPT IN OPEN SPACE, AS NOTED.
- (24) PROPOSED ADDITIONAL ADT'S ON MOHR'S LANE: 1500
- (39) PROPOSED ADT'S ON PULASKI HIGHWAY ENTRANCE: 193
- (39) STORMWATER MANAGEMENT PROPOSAL:  
STORMWATER MANAGEMENT DETENTION PONDS TO INFILTRATE RUNOFF FROM FIRST INCH OF STORMWATER RELEASE 2 AND 10 YEAR STORM RUNOFF AT PREDEVELOPMENT RATES. OF 60 AND 19% CFS, RESPECTIVELY. EXISTING SOILS INCAPABLE OF GREATER INFILTRATION CAPACITIES.
- (40)(41) PROJECT AREA OUTSIDE OF WETLANDS AND CRITICAL AREAS
- (42)(43) PROJECT AREA ENCOMPASSES NO KNOWN ARCHEOLOGICAL SITES OR ENDANGERED SPECIES HABITATS.
- (44) HAZARDOUS MATERIALS ARE NOT KNOWN TO HAVE BEEN DEPOSITED ON OR WITHIN A QUARTER MILE OF THE PROJECT AREA.

## GENERAL NOTES

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

## PLAN TO ACCOMPANY THE PETITION FOR A ZONING HEARING AND CRG PLAN FOR THE BONNIE BROOK MOBILE HOME PARK FORMERLY KNOWN AS PULASKI MOBILE HOME PARK

SCALE 1" = 100'  
DATE 3/4/86  
DRAWN BY J.W.  
PUBLIC SERVICES C.R.G. NO. 8607  
PLANNING NO. DRAWING NO. 1

## REVISIONS

| Development Name & Owner's Name                              | Source of |
|--------------------------------------------------------------|-----------|
| Changed to Bonnie Brook, Updated Zoning History              | 8-7-86    |
| Drawing Revised Incorporating Comments of CRG of 7-10-86     | 7-15-86   |
| Drawing Revised Incorporating Comments of Pre-CRG of 6-30-86 | 7-1-86    |
| Drawing Revised Incorporating Comments of CRG of 4-24-86     | 6-9-86    |
| Drawing Revised Incorporating Comments of Pre-CRG            | 4-18-86   |

## (15) SOIL TYPES: LIMITATIONS FOR DEVELOPMENT

| SOIL                                  | SUITABILITY AS A<br>SOURCE OF: |                                                     | SOIL FEATURES AFFECTING:                                                   |                                                |      |                                                                                                  |                                                                                    |                                                                                    |                                                                     |
|---------------------------------------|--------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------|------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------|
|                                       | TOPSOIL                        | SAND AND<br>GRAVEL                                  | ROAD<br>CONSTRUCTION                                                       | RESERVOIR                                      | POND | EMBANKMENT                                                                                       | DRAINAGE                                                                           | GRASSED<br>WATERWAYS                                                               | PIPE<br>CONSTRUCTION                                                |
| CHRISTIANA:<br>CHB, CHC2              | FAIR TO<br>7" DEEP             | UNSATURABLE                                         | CUTS AND FILLS<br>UNSATURABLE & HARD<br>TO VEGETATE<br>PLASTIC<br>MATERIAL | PLASTIC;<br>SLIGHTLY<br>PERMEABLE<br>MATERIALS |      | POOR STABILITY;<br>POOR CAPACITY;<br>HIGH COMPRESSION;<br>BILITY GOOD<br>RESISTANCE TO<br>PIPING | NOT NEEDED;<br>WELL DRAINED                                                        | PLASTIC<br>MATERIALS;<br>DIFFICULT<br>TO VEGETATE                                  | PLASTIC<br>MATERIALS;<br>TRENCHES SUBJECT<br>TO CAVING WHEN<br>WET. |
| LOAMY AND CLAYEY<br>LAND<br>LYB, LYD. | FAIR ABOVE<br>CLAY LAYER       | UNSATURABLE                                         | CUT SLOPES<br>UNSATURABLE & HARD<br>TO VEGETATE;<br>PLASTIC<br>MATERIALS   | N A                                            | N A  | NOT NEEDED;<br>WELL DRAINED                                                                      | PLASTIC<br>MATERIALS;<br>DIFFICULT<br>TO VEGETATE                                  | PLASTIC<br>MATERIALS;<br>TRENCHES WILL<br>CAVE WHEN WET.                           |                                                                     |
| FALLSINGTON<br>FA, FS.                | FAIR                           | SAND - FAIR<br>BELOW 30"<br>GRAVEL -<br>UNSATURABLE | SEASONAL HIGH<br>WATER TABLE,<br>MODERATE<br>GRAVEL -<br>POOR ACTION       | N A                                            | N A  | SEASONAL HIGH<br>WATER TABLE,<br>MODERATE<br>PERMEABILITY;<br>POOR USE, SAND IN<br>SUBSTRUCTURE. | SEASONAL HIGH<br>WATER TABLE,<br>MODERATE TO HIGH<br>MOISTURE HOLDING<br>CAPACITY. | SEASONAL HIGH<br>WATER TABLE,<br>MODERATE TO HIGH<br>MOISTURE HOLDING<br>CAPACITY. |                                                                     |

# FUTURE CHANNELIZED ENTRANCE @ PULASKI HIGHWAY

- Developer to widen the entrance and install SHA Type A Concrete Curb and gutter offset 15' from the traveled edge with 10:1 taper @ ends.
- Owner to construct a right-turn, right-turn-out concrete median according to State Specifications.
- This proposed entrance will not be constructed until such time as the nearby opening in the Pulaski Highway jersey barrier is closed and a new opening is constructed at Reames Road.
- The number of dwellings being served by Mohr's Lane will be restricted to 2000 (including the existing residences on Mohr's Lane) until this entrance is constructed.
- The seven lots closest to this proposed entrance likewise shall not be constructed until the aforementioned median break is relocated. A jersey barrier barricade shall be installed as shown to prevent any access between the trailer park and Pulaski Highway until this entrance is constructed.

Developer to be responsible for any traffic signal changes necessary.

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

Taper 15' to 1' to existing pavement.

FARMER'S MARKET LANE

ML-IM Zone

BR-C5-1 Zone

MOHR'S LANE

ML-IM Zone

BR-IM Zone

Fire Flow Test Location: Mohr's Lane 1st Hyd. E/O Pulaski Hwy.

Date: 11/20/84 Pressure: Static 101 Residual 54 Flow: 2220 GPM

Symbol: □ Total 52 Units

Symbol: △ Total 50 Units

Symbol: ○ Total 96 Units

12' x 18' Broom Conc. Typical

22' Setback Typical

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

## TYPICAL LOT LAYOUT

Not To Scale

Symbol: □ Total 52 Units

Symbol: △ Total 50 Units

Symbol: ○ Total 96 Units

12' x 18' Broom Conc. Typical

22' Setback Typical

24' x 54' Mobile Home

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24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

24' x 54' Mobile Home

Road Width: Right of Way Varies 30'-40'

Balt. Co. Standard Conc. Curb & Gutter Typ.

CIVIL ENGINEER

301-238-3480

WHITMAN, REQUARDT AND ASSOCIATES

2515 SAINT PAUL STREET

BALTIMORE, MARYLAND 21218

KENNETH A. MCCORD P.E.

301-796-2427

OWNER DEVELOPER

BONNIE BROOK CORPORATION

7239 WASHINGTON BOULEVARD

BALTIMORE, MARYLAND 21227

301-796-2427

## \* ZONING NOTE 9

414.2-An area of not less than 3,000 square feet shall be allocated to each trailer, which must be connected to sewer, water, and electricity. (B.C.Z.R., 1955.)

414.5-There shall be a space of not less than 25 feet between each trailer and also a space of not less than 25 feet between any trailer and any service building or structure used in connection with such park. (B.C.Z.R., 1955.)

## ZONING HISTORY

(as appeared on CRG PLAN)

- 82-50-XA
- 8/27/81
- 11/12/81
- 84-18-5PH
- 1/10/84
- 1/9/84
- 2/11/84
- 4/3/84
- 85-359-5PH
- 2/27/85
- 6/12/85
- 9/13/85
- 11/12/86
- 8/6/86

## ZONING NOTES

SPECIAL EXCEPTION 82-50-XA  
LIST OF RESTRICTIONS:

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

## CRG CHECKLIST NOTES

- (4) ELECTION DISTRICT 15 (5) COUNCILMANIC DISTRICT 6
- (6) CENSUS TRACT 4517.01
- (7) WATERSHED 6; SUBWATERSHED 16
- (9) SITE ACREAGE: GROSS - 47.943 NET - 47.872 COMMON OPEN SPACE: REQUIRED - NONE; PROPOSED - 8.81 ACRES = 18.4% OF GROSS AREA; (30) TO BE MAINTAINED BY OWNER
- (30) PARKING: REQUIRED - 2 PER UNIT; NO DWELLING UNITS - 198 UNITS ALLOWED: 336 (23.2 AC. @ .069 AC./D.U.), AVERAGE LOT SIZE = 488 SQ. FT. 4.3 UNITS/GROSS ACRE; TYPICAL LOT LAYOUT: SEE DIAGRAM LANDSCAPE PLANTING REQUIRED AND PROPOSED: 198 TREES TO BE PLANTED AS PER BALTIMORE COUNTY LANDSCAPE MANUAL FOR RESIDENTIAL AREAS - ONE TREE PER DWELLING UNIT. FLOOR AREA RATIO IN MH ZONE: MAX. = 3.0; PROPOSED = 0.13
- (13) REFERENCE DRAWINGS: WATER - 66-046-3 SEWER 61-1021-1
- (18) ALL EXISTING WOODED AREA TO BE REMOVED EXCEPT IN OPEN SPACE, AS NOTED.
- (24) PROPOSED ADDITIONAL ADT'S ON MOHR'S LANE: 1500
- (24) PROPOSED ADT'S ON PULASKI HIGHWAY ENTRANCE: 193
- (39) STORMWATER MANAGEMENT PROPOSAL: STORMWATER MANAGEMENT DETENTION PONDS TO INFILTRATE RUNOFF FROM FIRST INCH OF STORMWATER RELEASE 2 AND 10 YEAR STORM RUNOFF AT PREDEVELOPMENT RATES OF 60 AND 19% CFS, RESPECTIVELY. EXISTING SOILS INCAPABLE OF GREATER INFILTRATION CAPACITIES.
- (40) (41) PROJECT AREA OUTSIDE OF WETLANDS AND CRITICAL AREAS
- (42) (43) PROJECT AREA ENCOMPASSES NO KNOWN ARCHEOLOGICAL SITES OR ENDANGERED SPECIES HABITATS.
- (44) HAZARDOUS MATERIALS ARE NOT KNOWN TO HAVE BEEN DEPOSITED ON OR WITHIN A QUARTER MILE OF THE PROJECT AREA.

## GENERAL NOTES

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

PLAN TO ACCOMPANY THE PETITION FOR A ZONING HEARING AND CRG PLAN FOR THE BONNIE BROOK MOBILE HOME PARK FORMERLY KNOWN AS PULASKI MOBILE HOME PARK

SCALE 1" = 100'

DATE 3/4/86

PUBLIC SERVICES C.R.G. NO. 86071

PLANNING NO.

DRAWING NO.

## (15) SOIL TYPES: LIMITATIONS FOR DEVELOPMENT

| SOIL                       | SUITABILITY AS A SOURCE OF: |                                        | SOIL FEATURES AFFECTING:                                          |                                      |                                                                                   |                                                                                         |                                                                                         |                                                                                         |  |
|----------------------------|-----------------------------|----------------------------------------|-------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--|
|                            | TOPSOIL                     | SAND AND GRAVEL                        | ROAD CONSTRUCTION                                                 | RESERVOIR                            | EMBANKMENT                                                                        | DRAINAGE                                                                                | GRASSED WATERWAYS                                                                       | PIPE CONSTRUCTION                                                                       |  |
| CHRISTIANA: C8, CMC2       | FAIR TO 7" DEEP             | UNUSABLE                               | CUTS AND FILLS NEED: UNSTABLE A HARD TO VEGETATE PLASTIC MATERIAL | PLASTIC: 4" ONLY PERMEABLE MATERIALS | POOR STABILITY: POOR COMPRESSION: HIGH COMPRESSIBILITY: POOR RESISTANCE TO PIPING | NOT NEEDED: WELL DRAINED                                                                | PLASTIC MATERIALS: DIFFICULT TO VEGETATE                                                | PLASTIC MATERIALS: TRENCHES SUBJECT TO CAVING WHEN WET                                  |  |
| LOAMY AND CLAYEY LYS, LTD. | FAIR ABOVE CLAY LAYER       | UNUSABLE                               | CUT SLOPES UNSTABLE: A HARD TO VEGETATE: PLASTIC MATERIALS        | N/A                                  | N/A                                                                               | NOT NEEDED: WELL DRAINED                                                                | PLASTIC MATERIALS: DIFFICULT TO VEGETATE                                                | PLASTIC MATERIALS: TRENCHES WILL CAVE WHEN WET                                          |  |
| FALLSINGTON FA, FS.        | FAIR                        | SAND - FLUX BELOW 30": GRAVEL UNUSABLE | SEASONAL HIGH WATER TABLE: FROST ACTION                           | N/A                                  | N/A                                                                               | SEASONAL HIGH WATER TABLE: MODERATE TO HIGH PERMEABILITY: PUMPING SAND IN SUBSTRUCTURE. | SEASONAL HIGH WATER TABLE: MODERATE TO HIGH PERMEABILITY: PUMPING SAND IN SUBSTRUCTURE. | SEASONAL HIGH WATER TABLE: MODERATE TO HIGH PERMEABILITY: PUMPING SAND IN SUBSTRUCTURE. |  |

## REVISIONS

|                                                              |         |
|--------------------------------------------------------------|---------|
| Development Name & Owners Name Changed to Bonnie Brook       | 8-7-86  |
| Drawing Revised Incorporating Comments of CRG of 7-10-86     | 7-15-86 |
| Drawing Revised Incorporating Comments of Pre-CRG of 6-30-86 | 7-1-86  |
| Drawing Revised Incorporating Comments of CRG of 4-24-86     | 6-9-86  |
| Drawing Revised Incorporating Comments of Pre-CRG            | 4-18-86 |



Maryland Department of Transportation  
State Highway Administration

RECEIVED  
SEP 5 1986

ZONING OFFICE

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

RE: Baltimore County  
Item #62  
Property Owner: Bonnie  
Brook Corporation  
Location: SE/S Pulaski  
Highway (Route 40-E)  
811 feet N. Mohrs Lane  
Existing Zoning: M.H.  
Proposed Zoning: Var.  
to permit trailers to  
be located within 50'  
of a road in lieu of 100'  
and to permit trailers  
and other structures to  
be located within a  
minimum distance of 15'  
from a boundary line in  
lieu of the required 75'  
and a Special Exception  
for a trailer park  
Area: 47.9 acres  
District: 15th

ATT: James Dyer

Dear Mr. Jablon:

On review of the revised submittal "Bonnie Brook  
Mobile Home Park" formally "Pulaski Mobile Home Park",  
the State Highway Administration finds the revised plan  
generally acceptable.

All primary access to the site shall be by way of  
Mohr's Lane with a secondary emergency access, barricaded  
by chain and lock, until such time as the nearby barrier  
wall opening on Pulaski Highway (Route 40-E) is closed  
and relocated opposite Reams Road.

Very truly yours,

Charles Lee, Chief  
Bureau of Engr. Access Permits

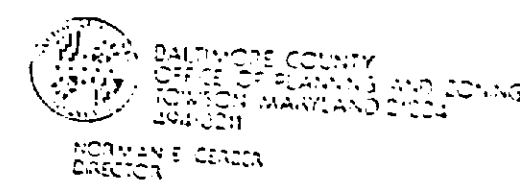
by: George Wittman

CL-GW:es

cc: J. Ogle

My telephone number is 301-659-1350

301-659-1350  
Toll-free for impaired hearing or speech  
301-659-1350  
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203-0717



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

AUGUST 21, 1986

Re: Zoning Advisory Meeting of AUGUST 26, 1986  
Item # 62  
Property Owner: BONNIE BROOK CORP.  
Location: SE/S PULASKI HWY., 811'  
N. MOHRS LANE

Dear Mr. Jablon:

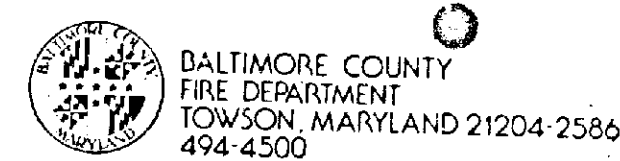
The Division of Current Planning and Development has reviewed the subject  
petition and offers the following comments. The items checked below are  
applicable.

- ☒ There are no site planning factors requiring comment.
- ☒ A County Review Group Meeting is required.
- ☒ The County Review Group Meeting was held and the minutes will be  
forwarded by the Bureau of Public Services.
- ☒ This site is part of a larger tract; therefore it is defined as a  
subdivision. The plan must show the entire tract, and must be recorded prior  
to issuance of a building permit.
- ☒ The access is not satisfactory.
- ☒ The circulation on this site is not satisfactory.
- ☒ The parking arrangement is not satisfactory.
- ☒ Parking calculations must be shown on the plan.
- ☒ This property contains soils which are defined as wetlands, and  
development on these soils is prohibited.
- ☒ Construction in or alteration of the floodplain is prohibited  
under the provisions of Section 22-53 of the Development  
Regulations.
- ☒ Development of this site may constitute a potential conflict with  
the Baltimore County Master Plan.
- ☒ The amended Development Plan was approved by the Planning Board  
on 11/17/79.
- ☒ The property is located in a deficient service area as defined by  
Baltimore County Ordinance 117-79. No building permit may be issued until a Reserve  
Capacity Use Certificate has been issued. The deficient service  
area is located in a deficient service area as defined by a "1" level  
traffic intersection as defined by 117-79, and its conditions change  
are reevaluated annually by the County Council.
- ☒ The property is located in a deficient service area as defined by a "1" level  
traffic intersection as defined by 117-79, and its conditions change  
are reevaluated annually by the County Council.

THE E.C.G. PLAN XT-415 (K/A PULASKI  
MOBILE HOME PARK) WAS APPROVED 7/10/86

cc: James Howell

Eugene A. Boher  
Chief, Current Planning and Development



PAUL H. REINCKE  
CHIEF

August 21, 1986

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

RE: Property Owner: Bonnie Brook Corporation

Location: SE/S Pulaski Hwy., 811' N. Mohrs Lane

Item No.: 62

Zoning Agenda: Meeting of 8/26/86

Gentlemen:

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

- (X) 1. Fire hydrants for the referenced property are required and shall be  
located at intervals or 750 feet along an approved road in  
accordance with Baltimore County Standards as published by the  
Department of Public Works.

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

- ( ) 3. The vehicle dead end condition shown at

EXCEEDS the maximum allowed by the Fire Department.

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

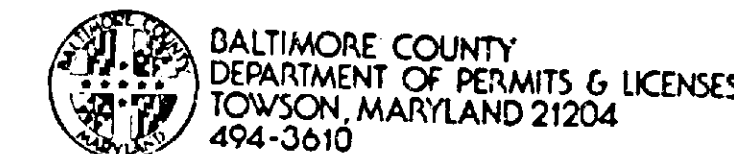
- (X) 5. The buildings and structures existing or proposed on the site shall  
comply with all applicable requirements of the National Fire Protection  
Association Standard No. 101 "Life Safety Code", 1976 edition prior  
to occupancy.

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

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

REVIEWER: *John F. O'Neill* Noted and Approved: *John F. O'Neill*  
Planning Group Fire Prevention Bureau  
Special Inspection Division

/mb



August 27, 1986

TED ZALESKI, JR.  
DIRECTOR

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

Dear Mr. Jablon:

Comments on Item # 62 Zoning Advisory Committee Meeting are as follows:

Property Owner: Bonnie Brook Corporation  
Location: SE/S Pulaski Highway, 811 feet N Mohrs Lane  
District: 15th.

APPLICABLE ITEMS ARE CHECKED:

- ( ) All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85,  
the Maryland Code for the Handicapped and Aged (A.M.S.I. #117-1 - 1980) and other applicable Codes and Standards.

- ( ) A building and other miscellaneous permits shall be required before the start of any construction.  
(Individual trailer permits are required.)

- ( ) Residential: The sets of construction drawings are required to file a permit application. The seal of a  
registered in Maryland Architect or Engineer is/is not required on plans and technical data.

- ( ) Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect  
or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.

- ( ) All Use Groups except B-4 Single Family Detached Dwellings require a minimum of 1 hour fire rating for  
exterior walls closer than 4'-0" to an interior lot line. B-4 Use Groups require a one hour wall, if closer  
than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party  
wall. See Table 101, Section 1007, Section 1006.2 and Table 1002. No openings are permitted in an  
exterior wall within 3'-0" of an interior lot line.

- ( ) The structure does not appear to comply with Table 505 for permissible height/area. Apply to the requested  
variance by this office cannot be considered until the necessary data pertaining to height/area and  
construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.

- ( ) The requested variance appears to conflict with Section(s) \_\_\_\_\_ of the Baltimore  
County Building Code.

- ( ) When filing for a required Change of Use/Occupancy Permit, an alteration permit application shall also  
be filed along with three sets of acceptable construction plans indicating how the existing structure is  
to be altered in order to comply with the code requirements for the new use. Maryland Architectural or  
Engineer seals are usually required. The change of Use Groups are from Use \_\_\_\_\_ to Use \_\_\_\_\_ or  
to Mixed Use. See Section 102 of the Building Code.

- ( ) The proposed project appears to be located in a Flood Plain, Flood/Overwash. Please see the attached  
copy of Section 613.0 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct  
elevations above sea level for the lot and the finish floor levels including basement.

- (X) Comments: Mobile homes shall comply with Section 613.0. Anchorage shall be as  
described in Section 613.3.1. Mobile homes shall be in compliance with the  
State Industrialized Housing and Mobile Home regulations as published by  
the State of Maryland Department of Economic and Community Development.

- ( ) These abbreviated comments reflect only on the information provided by the drawings submitted to the Office  
of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired  
the applicant may obtain additional information by visiting Room 222 of the County Office Building at 215  
N. Chesapeake Avenue, Towson, Maryland 21204.

*Charles Lee*  
Building Plans Review

L/27/86

Maryland Department of Transportation  
State Highway Administration

James I. O'Donnell  
Secretary  
N. S. Caltrider  
Administrator

RECEIVED

AUG 23 1982

BUR. OF ENGR.  
ACCESS PERMITS

July 16, 1981

Mr. William Hammond  
Zoning Commissioner  
County Office Bldg.  
Towson, Md. 21204

Attention: Mr. N. Commodari

Re: Z.A.C. Meeting of 6-2-81  
ITEM: 226  
Property Owner: Louis &  
Mary DiPasquale  
Location: N/S Mohrs Lane  
750' S/E from centerline of  
Pulaski Hwy. (Route 40E)  
Existing Zoning: MH-IM  
Proposed Zoning: Variance  
to permit trailers to be  
located within 50' of a  
road in lieu of 100' and to  
permit trailers to be located  
within a minimum distance to  
15' from a boundary line in  
lieu of the required 75'.  
Special Exception for Trailer  
Park.  
Acres: 47.935  
District: 15th

Dear Mr. Hammond:

On review of the plan of May 4, 1981 and field inspection, the  
State Highway Administration offers additional comments to the letter  
of July 1, 1981.

The State Highway Administration will require the plan to be  
revised to show the following.

An emergency point of access at the existing entrance 35'± west  
of the east property line must be secured by metal post with lock and  
chain. All access must be strictly for emergency only.

The State Highway Administration is agreeable to the emergency  
point of access under the following conditions.

My telephone number is (301) 659-1350

P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203

Mr. W. Hammond

July 16, 1981

The revised plan must show a fully channelized 30' entrance  
with 20' radius returns centered 175' from the west property line.  
The frontage to the west must show an S.H.A. concrete curb and  
gutter 250' to the west with full width paving and a taper of 220'.  
The frontage to the east must show an S.H.A. concrete curb and gutter  
105' to the east property line with full width paving and 100' taper  
to meet the existing edge of roadway. The face of the concrete curb  
and gutter must be 15' from the edge of existing roadway and the curb  
end sections must be nosed down.

If the State Highway Administration finds the emergency access  
is being used in an abusive manner then the State Highway Administra-  
tion will request the Zoning Commissioner to have the owner of the  
property comply with the revised plan showing a fully channelized  
entrance.

The District #4 Traffic Engineer has reviewed the effects of  
the project on the intersection of Pulaski Highway and Mohrs Lane  
and offers the following comments.

The Mobile Home Park will have little influence on the inter-  
section and may require minor signal timing modifications. Baltimore  
County Traffic Engineering should be contacted for any modification  
requirements on Mohrs Lane since all the traffic to and from the site  
will be using this road. We suggest that some sort of lane designa-  
tion on Mohrs Lane and Pulaski Highway be considered.

In the event the access to Pulaski Highway is improved  
and parking occurs along the S.H.A. right of way line, the State  
Highway Administration will require an S.H.A. concrete curb on or  
in back of the R/W line.

I am sending a sketch to show the areas of revision needed,  
if you have any questions please do not hesitate to call.

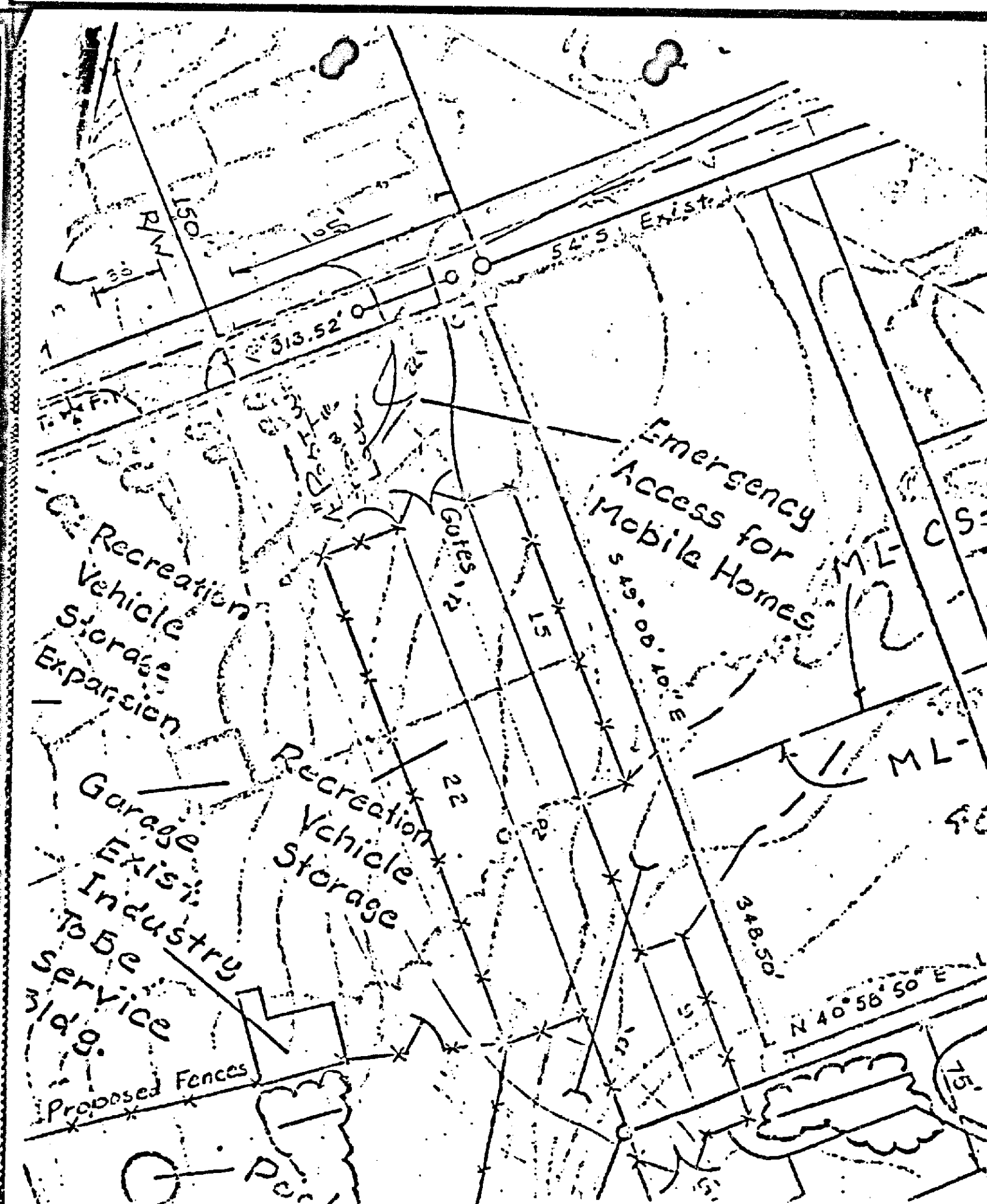
Very truly yours,  
Charles Lee, Chief  
Bureau of Engineering  
Access Permits

By: George Wittman

CL:GW:vr

cc: Mr. J. Wimbley (w-sketch)  
Mr. R. Morton  
Mr. E. Bober  
Mr. R. Moore

- 2 -



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: James A. Markle

March 10, 1986

FROM: Charles K. Weiss

Pulaski Mobile Home Park

SUBJECT: Pulaski Highway and Mohrs Lane

CRG 4/24/86

Baltimore County does not provide refuse collection to trailer parks as they are deemed  
commercial. In reviewing this plan with all roads 30' wide and no parking except off street  
we see no problem with refuse collection by any private agency.

CKW/XRA/rab

CP5-008

**FUTURE CHANNELIZED ENTRANCE @ PULASKI HIGHWAY**

- Owner to widen the entrance and install SHA Type "A" Concrete Curb and gutter offset 19" from the traveled edge with 10:1 taper @ ends.
- Owner to construct a right-turn, right-turn-out concrete median according to State Specifications.
- This proposed entrance will not be constructed until such time as the nearby opening in the Pulaski Highway Jersey barrier is closed and a new opening is constructed at Reamers Road.
- The number of dwellings being served by Mohr's Lane will be restricted to 200 (including the existing residences on Mohr's Lane) until this entrance is constructed.
- The seven lots closest to this proposed entrance likewise shall not be constructed until the aforementioned median break is relocated. A Jersey barrier barricade shall be installed as shown to prevent any access between the trailer park and Pulaski Highway until this entrance is constructed.

Developer to be responsible for any traffic signal changes necessary.

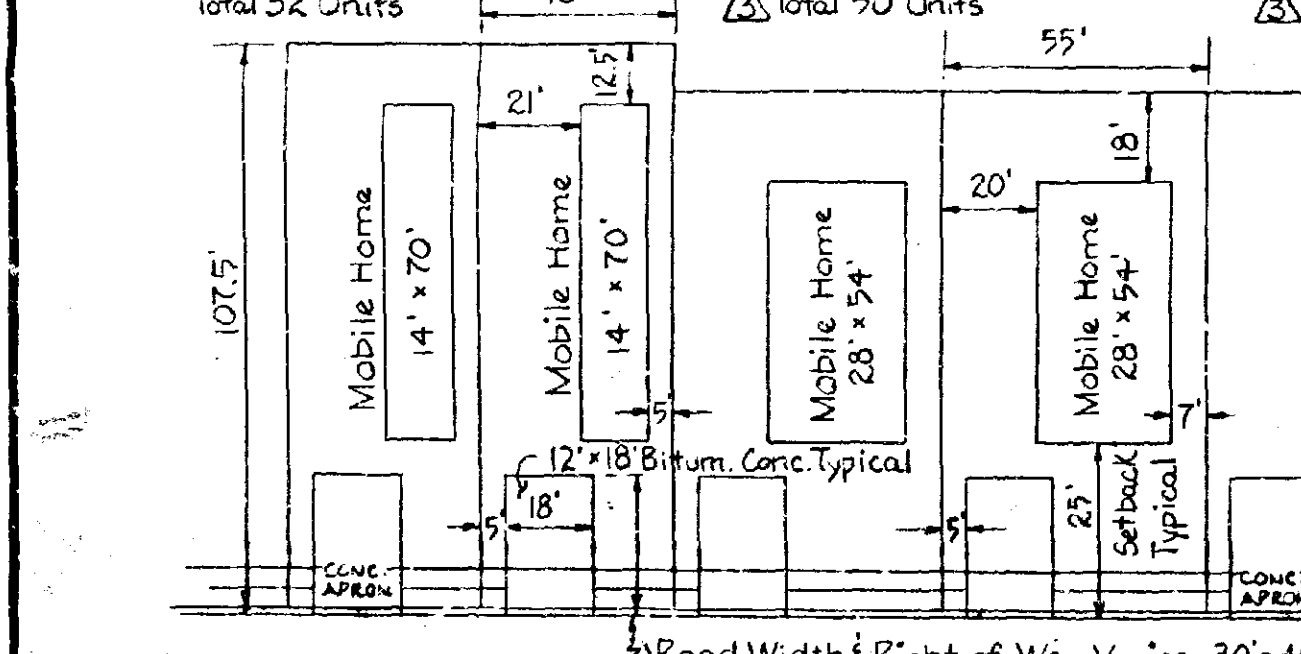
Developer to widen and rehabilitate Mohr's Lane to 24' from his property to Pulaski Highway.

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

Fire Flow Test Location: Mohr's Lane 18' Hyd. E/O Pulaski Hwy. Date: 11/24/84 Pressure: Static 101 Residual 54 Flow: 2220 GPM

**TYPICAL LOT LAYOUT**

Not To Scale



**CIVIL ENGINEER**  
301-236-3459  
**WHITMAN, REQUARDT AND ASSOCIATES**  
2315 SAINT PAUL STREET  
BALTIMORE, MARYLAND 21218  
**KENNETH A. MCCORD P.E.**

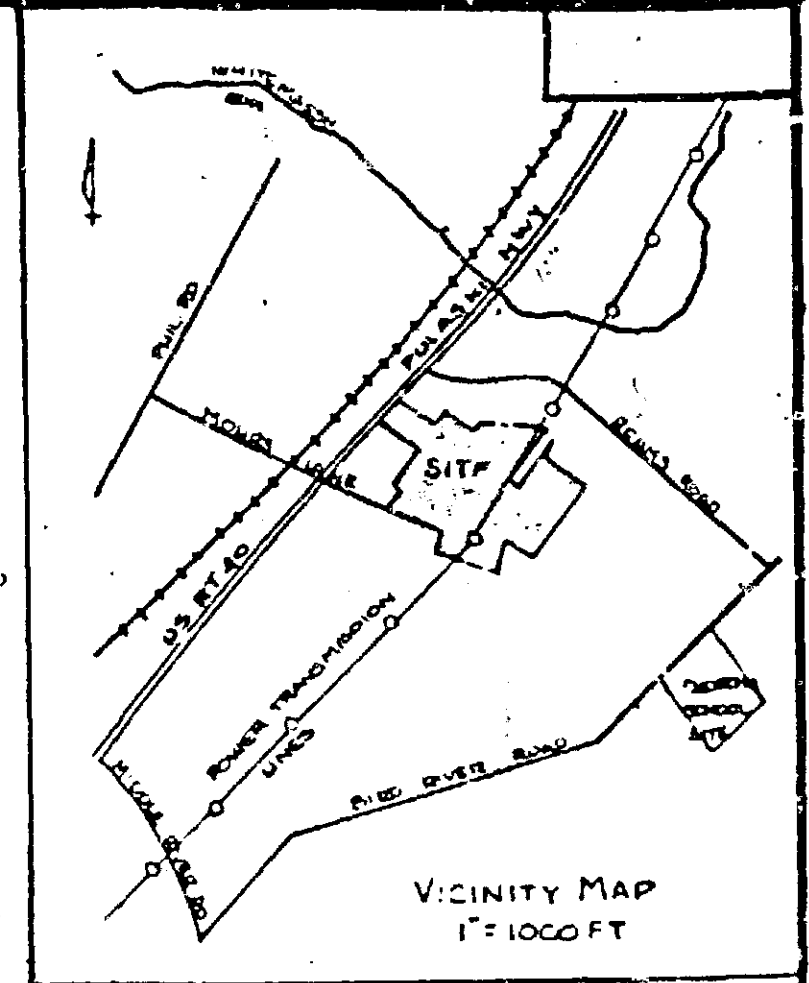
**OWNER DEVELOPER**  
**BONNIE BROOK CORPORATION**  
7239 WASHINGTON BOULEVARD  
BALTIMORE, MARYLAND 21227  
301-796-2427

**\* ZONING NOTE 9**

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

**ZONING HISTORY**  
(as appeared on CRG PLAN)

- 82-50-XA
  - 8/27/81
  - 11/12/81
  - 84-78-SPH
  - 1/16/84
  - 1/19/84
  - 2/1/84
  - 4/3/84
  - 85-359-SPH
  - 2/21/85
  - 6/12/85
  - 9/11/85
  - 11/12/86
  - 7/6/86
- Hearing for Special Exception for trailer park  
Order for Special Exception GRANTED with restrictions Order for Variance GRANTED by Deputy Zoning Commissioner  
Special hearing for utilization of Special Exception to be extended for three (3) years from 11/12/83  
Ordered by Zoning Commissioner that Special Hearing be GRANTED  
Appealed by People's Council - \$9,000 paid  
Pursuant to People's Council filing a Motion for Dismissal, Board of Appeals hereby DISMISSED this case appeal  
Accepted for filing Special Hearing for an amendment to the site plan in Special Exception case No. 82-50-XA and 85-359-SPH in support of the trailer park and related restrictions  
Hearing held  
Continued on requested by David Milroy, Attorney for Owner  
Expiration date of the extension granted to special exception 82-50-XA  
Amended Petition for Special hearing (85-359-SPH) withdrawn by petitioner without prejudice.



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

- COMPLIANCE WITH THE COMMENTS SUBMITTED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION, DATED JULY 16, 1981. THE PETITIONERS SHALL INSTALL THE "FULLY CHANNELIZED ENTRANCE AS AN ALTERNATE TO EMERGENCY ACCESS" AND PERMANENTLY CLOSE THE "EMERGENCY ACCESS FOR MOBILE HOMES" IF REQUESTED AT A LATER DATE.
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- N/A (TEE-TURN AROUND).
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- COMPLIANCE WITH SECTION 414 OF THE BALTIMORE COUNTY ZONING REGULATIONS.
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- (7) WATERSHED 6; SUBWATERSHED 16
- (9) SITE ACREAGE: GROSS - 47.943 NET - 47.872 COMMON OPEN SPACE: REQUIRED - NONE; PROPOSED - 3.31 ACRES = 18.4% OF GROSS AREA; (30) TO BE MAINTAINED BY OWNER
- (10) PARKING: REQUIRED - 2 PER UNIT, NO DWELLING UNITS - 199 UNITS ALLOWED: 336 (23.2 AC. @ .069 AC./UNIT), AVERAGE LOT SIZE: 48.24 SQ. FT. 4.3 UNITS/GROSS ACRE; TYPICAL LOT LAYOUT: SEE DIAGRAM LANDSCAPE PLANTING REQUIRED AND PROPOSED: 198 TREES TO BE PLANTED AS PER BALTIMORE COUNTY LANDSCAPE MANUAL FOR RESIDENTIAL AREAS - ONE TREE PER DWELLING UNIT. FLOOR AREA RATIO IN MH ZONE: MAX. = 3.0; PROPOSED = 0.13
- (13) REFERENCE DRAWINGS: WATER - 56-045-3 SEWER 61-1021-1
- (18) ALL EXISTING WOODED AREA TO BE REMOVED EXCEPT IN OPEN SPACE, AS NOTED.
- (24) PROPOSED ADDITIONAL ADT'S ON MOHR'S LANE: 1500
- (39) PROPOSED ADT'S ON PULASKI HIGHWAY ENTRANCE: 193
- (39) STORMWATER MANAGEMENT PROPOSAL: STORMWATER MANAGEMENT DETENTION PONDS TO INFILTRATE RUNOFF FROM FIRST INCH OF STORM AND RELEASE 2 AND 10 YEAR STORM RUNOFF AT PREDEVELOPMENT RATES, OF 60 AND 195 CFS, RESPECTIVELY. EXISTING SOILS INCAPABLE OF GREATER INFILTRATION CAPACITIES.
- (40)(41) PROJECT AREA OUTSIDE OF WETLANDS AND CRITICAL AREAS
- (42)(43) PROJECT AREA ENCOMPASSES NO KNOWN ARCHEOLOGICAL SITES OR ENDANGERED SPECIES HABITATS.
- (44) HAZARDOUS MATERIALS ARE NOT KNOWN TO HAVE BEEN DEPOSITED ON OR WITHIN A QUARTER MILE OF THE PROJECT AREA.

**GENERAL NOTES**

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

**REVISIONS**

| NO. | DESCRIPTION                                                                     | DATE    |
|-----|---------------------------------------------------------------------------------|---------|
| 1   | Development Name & Owner's Name Changed to Bonnie Brook, Updated Zoning History | 8-7-86  |
| 2   | Drawing Revised Incorporating Comments of CRG of 7-10-86                        | 7-15-86 |
| 3   | Drawing Revised Incorporating Comments of Pre-CRG of 6-30-86                    | 7-1-86  |
| 4   | Drawing Revised Incorporating Comments of CRG of 4-24-86                        | 6-9-86  |
| 5   | Drawing Revised Incorporating Comments of Pre-CRG                               | 4-18-86 |

**(15) SOIL TYPES: LIMITATIONS FOR DEVELOPMENT**

| SOIL                       | TOPSOIL               | SUITABILITY AS A SOURCE OF:                      |                                                                       |                                              |                                                                                |                                                                                |                                                               |                                                        |
|----------------------------|-----------------------|--------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------|
|                            |                       | SAND AND GRAVEL                                  | ROAD CONSTRUCTION                                                     | RESERVOIR                                    | POND                                                                           | EMBANKMENT                                                                     | DRAINAGE                                                      | GRASED WATERSHEDS                                      |
| CHRISTIANA, CMC, CMC2      | FAIR TO 7" DEEP       | UNSATISFACTORY                                   | CUTS AND FILLS: SLOPES: UNSTABLE; HARD TO VEGETATE; PLASTIC MATERIALS | PLASTIC; SLOPES: UNSTABLE; PLASTIC MATERIALS | POOR STABILITY; POOR CAPACITY; HIGH COMPRESSIBILITY; GOOD RESISTANCE TO PILING | NOT NEEDED; WELL DRAINED                                                       | NOT NEEDED; WELL DRAINED                                      | PLASTIC MATERIALS; DIFFICULT TO VEGETATE               |
| LOAMY AND CLAYEY LYB, LYD, | FAIR ABOVE CLAY LAYER | UNSATISFACTORY                                   | CUT SLOPES: UNSTABLE; HARD TO VEGETATE; PLASTIC MATERIALS             | N/A                                          | N/A                                                                            | NOT NEEDED; WELL DRAINED                                                       | NOT NEEDED; WELL DRAINED                                      | PLASTIC MATERIALS; DIFFICULT TO VEGETATE               |
| FALLSINGTON FA, FS,        | FAIR                  | SAND - FAIR TO 30" DEEP; GRAVEL - UNSATISFACTORY | SEASONAL HIGH WATER TABLE; POOR ACTION                                | N/A                                          | N/A                                                                            | SEASONAL HIGH WATER TABLE; MODERATE PERMEABILITY; PILING SAND IN SUBSTRUCTURE. | SEASONAL HIGH WATER TABLE; MODERATE TO HIGH HOLDING CAPACITY. | SEASONAL HIGH WATER TABLE; TRENCHES SUBJECT TO CAVING. |

**PLAN TO ACCOMPANY THE PETITION FOR A ZONING HEARING AND CRG PLAN FOR THE BONNIE BROOK MOBILE HOME PARK FORMERLY KNOWN AS PULASKI MOBILE HOME PARK**

SCALE 1" = 100'  
DATE 3/4/87  
PUBLIC SERVICES C.R.G. NO. 86071  
PLANNING NO.

DRAWN BY J.W.  
DRAWING NO. 1

# **FUTURE CHANNELIZED ENTRANCE @ PULASKI HIGHWAY**

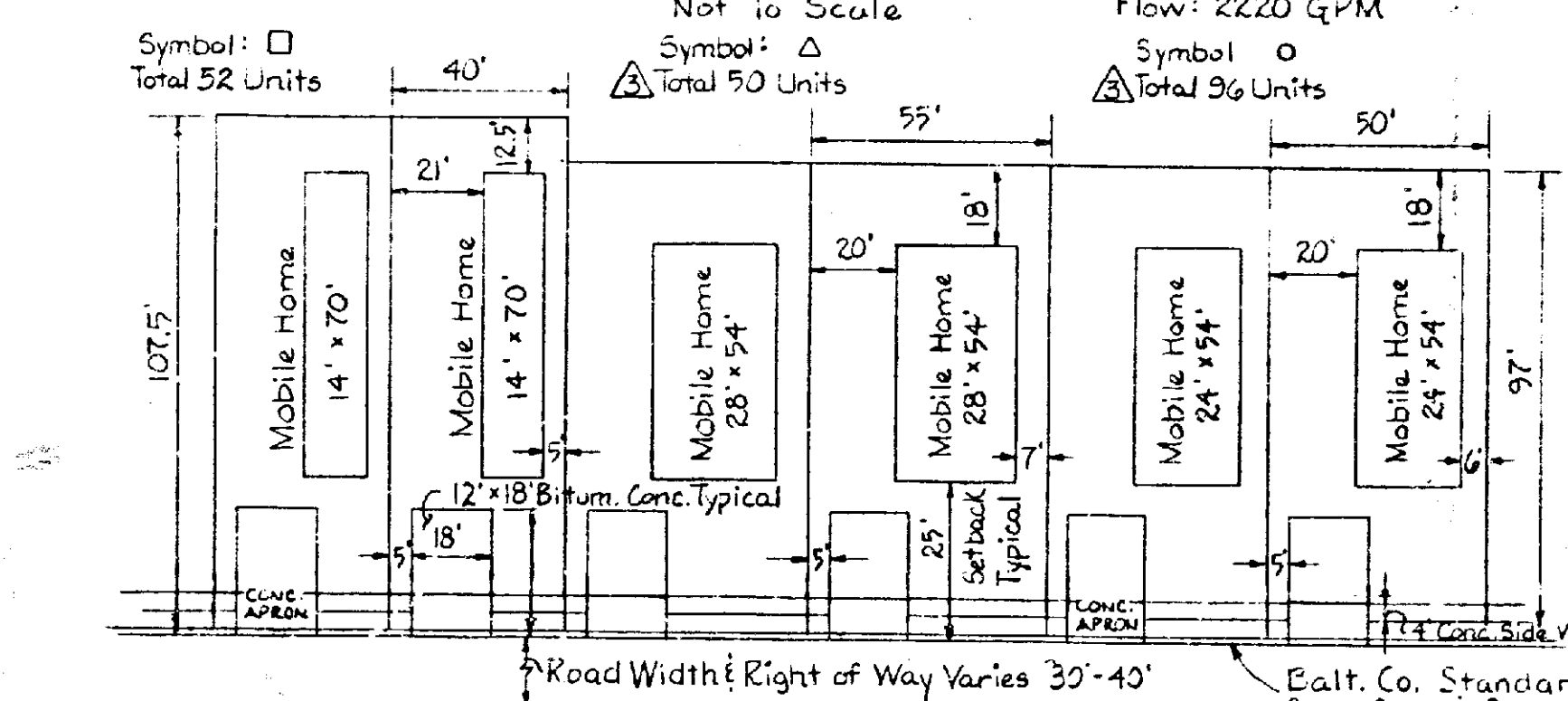
- Owner to widen the entrance and install SHA Type A Concrete Curb and Gutter offset 15' from the traveled edge with 10' taper @ ends.
- Owner to construct a right-turning, right-turnout concrete median according to State Specifications.
- This proposed entrance will not be constructed until such time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

Developer to be responsible for any traffic signal changes necessary.

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

Developer to relocate Fire Hydrant N 21° 30' 10" E 40.18' in the shaded area north of ex. paving for the proposed 60' R.O.W. beginning here.

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



**CIVIL ENGINEER**  
501-235-3450  
**WHITMAN, REQUARDT AND ASSOCIATES**  
2315 SAINT PAUL STREET  
BALTIMORE, MARYLAND 21218  
**KENNETH A. MCCORD P.E.**

**OWNER DEVELOPER**  
**BONNIE BROOK CORPORATION**  
7239 WASHINGTON BOULEVARD  
BALTIMORE, MARYLAND 21227  
301-796-2427

*Return this to Zoning Dept they will copy for*

## **ZONING NOTE 9**

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

## **ZONING HISTORY** (as appeared on CRG PLAN)

- 82-50-XA  
8/27/81 Hearing for Special Exception for trailer park.  
11/12/81 Order for Special Exception GRANTED with restriction: Order for Variance GRANTED by Planning Commission on 11/12/81.
- 84-18-5PH  
1/16/84 Special hearing for utilization of Special Exception to be extended for more (3) years from 11/12/83.  
1/19/84 Ordered by Zoning Commission that Special Hearing be GRANTED.
- 2/1/84 Appealed by People's Counsel \$25.00 paid.  
4/3/84 Pursuant to People's Counsel filing a Motion for Dismissal, Board of Appeals hereby DISMISSED this case appeal.
- 85-359-5PH  
2/27/85 Accepted for filing Special hearing for an amendment to the site plan in Special Exception Case No. 82-50-XA and 84-18-5PH to change the layout of the trailer park and under the restrictions.  
6/12/85 Hearing held.  
9/13/85 Continuation requested by David M. Lyons, Attorney for Owner.  
11/12/86 Expiration date of the extension granted to special exception 82-50-XA.  
4/1/86 Amended Petition for Special hearing (85-359-5PH) withdrawn by Petitioner without prejudice.

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

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

## **CRG CHECKLIST NOTES**

- (4) ELECTION DISTRICT 15 (5) COUNCILMANIC DISTRICT 6
- (6) CENSUS TRACT 4517.01
- (7) WATERSHED 6; SUBWATERSHED 16
- (8) SITE AREA: GROSS - 47.943 NET - 47.872  
COMMON OPEN SPACE: REQUIRED - NONE; PROPOSED - 3.81 ACRES  
= 18.4% OF GROSS AREA; (10) TO BE MAINTAINED BY OWNER  
PARKING: REQUIRED - 2 PER UNIT; NO DWELLING UNITS - 199; UNITS ALLOWED - 336 (23.2 AC. @ .69 AC. / UNIT); AVERAGE LOT SIZE - 482.5 SQ. FT.  
4.3 UNITS/GROSS ACRE; TYPICAL LOT LAYOUT: SEE DIAGRAM  
LANDSCAPE PLANTING REQUIRED AND PROPOSED: 198 TREES TO BE PLANTED AS PER BALTIMORE COUNTY LANDSCAPE MANUAL FOR RESIDENTIAL AREAS - ONE TREE PER DWELLING UNIT.  
FLOOR AREA RATIO IN MH ZONE: MAX. = 3.0; PROPOSED = 0.13
- (13) REFERENCE DRAWINGS: WATER - 66-046-3 SEWER 61-1021-1
- (18) ALL EXISTING WOODPEDIA ARE TO BE REMOVED EXCEPT N. OPEN SPACE, N. 102 E.
- (24) PROPOSED ADDITIONAL ADT'S ON MOHR'S LANE: 1500  
PROPOSED ADT'S ON PULASKI HIGHWAY: ENTRANCE: 193
- (39) STORMWATER MANAGEMENT PROPOSAL:  
STORMWATER MANAGEMENT DETENTION POND TO INFILTRATE RUNOFF FROM FIRST INCH OF STORM AND RELEASE 2 AND 10 YEAR STORM P. W/OFF AT PREDEVELOPMENT RATES OF 40 AND 19% CFS, RESPECTIVELY. EXISTING SOILS INCAPABLE OF GREATER INFILTRATION CAPACITIES.
- (40)(41) PROJECT AREA OUTSIDE OF WETLANDS AND CRITICAL AREAS
- (42)(43) PROJECT AREA ENCOMPASSES NO KNOWN ARCHEOLOGICAL SITES OR ENDANGERED SPECIES HABITATS.
- (44) HAZARDOUS MATERIALS ARE NOT KNOWN TO HAVE BEEN DEPOSITED ON OR WITHIN A QUARTER MILE OF THE PROJECT AREA.

## **GENERAL NOTES**

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

**PLAN TO ACCOMPANY THE PETITION FOR A ZONING HEARING AND CRG PLAN FOR THE BONNIE BROOK MOBILE HOME PARK FORMERLY KNOWN AS PULASKI MOBILE HOME PARK**

SCALE 1" = 100'  
DATE 5/4/86  
PUBLIC SERVICES C.R.G. NO. 88071  
PLANNING NO. DRAWING NO. 1

| (15) SOIL TYPES: LIMITATIONS FOR DEVELOPMENT |                             |                                          |                                                                    |                                      |                                                                                   |                                                                                         |                                                                                         |                                                                                         |                                                                                         |
|----------------------------------------------|-----------------------------|------------------------------------------|--------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| SOIL                                         | SUITABILITY AS A SOURCE OF: |                                          |                                                                    | SOIL FEATURES AFFECTING:             |                                                                                   |                                                                                         |                                                                                         |                                                                                         |                                                                                         |
|                                              | TOPSOIL                     | SAND AND GRAVEL                          | ROAD CONSTRUCTION                                                  | RESERVOIR                            | POND                                                                              | EMBANKMENT                                                                              | DRAINAGE                                                                                | GLASSED WATERWAYS                                                                       | PIPE CONSTRUCTION                                                                       |
| CHRISTIANA: CHB, CM2                         | FAIR TO 7" DEEP             | UNSATURABLE                              | CUTS AND FILLS: NEEDS SLOPES UNSTABLE TO VEGETATE PLASTIC MATERIAL | PLASTIC; SLOPELY PERMEABLE MATERIALS | POOR STABILITY; POOR CAPACITY; HIGH COMPRESSION; BILITY GOOD RESISTANCE TO PIPING | NOT NEEDED; WELL DRAINED                                                                | NOT NEEDED; WELL DRAINED                                                                | PLASTIC MATERIALS; DIFFICULT TO VEGETATE                                                | PLASTIC MATERIALS; TRENCHES SUBJECT TO CAVING WHEN WET.                                 |
| LOAMY AND CLAYEY SAND LTB, LTD.              | FAIR ABOVE CLAY LAYER       | UNSATURABLE                              | CUT SLOPES UNSTABLE; A HARD TO VEGETATE; PLASTIC MATERIALS         | N/A                                  | N/A                                                                               | NOT NEEDED; WELL DRAINED                                                                | NOT NEEDED; WELL DRAINED                                                                | PLASTIC MATERIALS; DIFFICULT TO VEGETATE                                                | PLASTIC MATERIALS; TRENCHES WILL CAVE WHEN WET.                                         |
| FALLSINGTON FA, FS.                          | FAIR                        | SAND - FAIR BELOW 30" GRAVEL UNSATURABLE | SEASONAL HIGH WATER TABLE; - ROOT ACTION                           | N/A                                  | N/A                                                                               | SEASONAL HIGH WATER TABLE; MODERATE TO HIGH PERMEABILITY; PUMPING SAND IN SUBSTRUCTURE. | SEASONAL HIGH WATER TABLE; MODERATE TO HIGH PERMEABILITY; PUMPING SAND IN SUBSTRUCTURE. | SEASONAL HIGH WATER TABLE; MODERATE TO HIGH PERMEABILITY; PUMPING SAND IN SUBSTRUCTURE. | SEASONAL HIGH WATER TABLE; MODERATE TO HIGH PERMEABILITY; PUMPING SAND IN SUBSTRUCTURE. |

| REVISIONS                                                                       |         |
|---------------------------------------------------------------------------------|---------|
| Development Name & Owner's Name Changed to Bonnie Brook; Updated Zoning History | 8-7-86  |
| Drawing Revised Incorporating Comments of CRG of 7-10-86                        | 7-15-86 |
| Drawing Revised Incorporating Comments of Pre-CRG of 6-30-86                    | 7-1-86  |
| Drawing Revised Incorporating Comments of CRG of 4-24-86                        | 6-9-86  |
| Drawing Revised Incorporating Comments of Pre-CRG                               | 4-8-86  |

Mr. William A. Green  
President  
Bonnie Brook Corporation  
7239 Washington Boulevard  
Baltimore, Maryland 21227  
(795-2393)

Appellee/Petitioner

Thomas L. Hennessey, Esquire  
407 West Pennsylvania  
Avenue  
P.O. Box 5473  
Towson, Maryland 21265-5473  
(823-7310)

Attorney for Appellants/Protestants,  
Harvey Salt, Inc. and Louis W. Hammen,  
Individually

Harvey Salt, Inc.  
1325 Mohr's Lane  
Baltimore County, Maryland 21220

Appellant/Protestant

Mr. Louis W. Hammen  
20 Oakridge Court  
Lutherville, Maryland 21093

Appellant/Protestant

Phyllis Cole-Friedman, Esquire  
People's Counsel for Baltimore  
County  
Room 223 Courthouse  
Towson, Maryland 21204

Norman E. Gerber  
James Hoswell  
Arnold Jablon  
Joan M. H. Jung  
James E. Dyer  
Margaret E. du Bois, Appeals  
Clerk, Zoning Office

Request Notification

" " "  
" " "  
" " "  
" " "

- 2 -



County Board of Appeals of Baltimore County MAY 25 1987

Room 200 Court House  
Towson, Maryland 21204  
(301) 494-3180  
May 21, 1987

RECEIVED  
ZONING OFFICE

NOTICE OF POSTPONEMENT and REASSIGNMENT

(CONTINUED FROM MAY 12, 1987)

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH BOARD RULE 2(b). ABSOLUTELY NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE IN ACCORDANCE WITH RULE 2(c), COUNTY COUNCIL BILL #59-79.

CASE NO. 87-126-XA BONNIE BROOK CORPORATION  
SE/S Pulaski Highway  
15th Election District; 6th Councilmanic District  
SE -Trailer Park  
VAR -Setbacks  
10/30/86 -D.Z.C. GRANTED special exception and  
Var. with restrictions

(CONTINUED FROM MAY 12, 1987)

which had been set for hearing on Thursday, June 11, 1987 at 9:00 a.m. has been POSTPONED at the request of Counsel for Appellants/Protestants (Harvey Salt, Inc., and Louis W. Hammen) and has been

REASSIGNED FOR: THURSDAY, JUNE 18, 1987 at 10:30 a.m.

cc: Thomas L. Hennessey, Esquire Counsel for Appellants/Protestants  
Harvey Salt, Inc. Appellant/Protestant  
Mr. Louis W. Hammen " "  
J. Michael McLaughlin, Esquire Counsel for Appellants/Protestants  
Lillian & Martin Bogdan Appellants/Protestants  
(White Marsh/Middle River CAC)  
Stephen J. Nolan, Esquire Counsel for Developer  
William A. Green, President Developer  
Bonnie Brook Corp.  
William, Requardt & Assoc. Developer's Engineer  
Harvey A. Geppardt  
Malcolm F. Spicer, Jr., Esquire Office of Law  
Patrick D. Hanley, Esquire Office of Law  
Phyllis Cole Friedman, Esquire People's Counsel  
James Markle  
Robert Covahey  
Current Planning  
Norman E. Gerber  
Ed McDonough  
Margaret E. du Bois  
Jorge Austrich  
James G. Hoswell  
Arnold Jablon  
Joan M. H. Jung  
James E. Dyer

Kathi Weidenhammer  
Administrative Secretary



County Board of Appeals of Baltimore County

Room 200 Court House  
Towson, Maryland 21204  
(301) 494-3180

May 12, 1987

(CONTINUED FROM MAY 12, 1987)

NOTICE OF ASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH BOARD RULE 2(b). ABSOLUTELY NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE IN ACCORDANCE WITH RULE 2(c), COUNTY COUNCIL BILL #59-79.

CASE NO. 87-126-XA BONNIE BROOK CORPORATION  
SE/S Pulaski Highway  
15th Election District  
6th Councilmanic District  
SE -Trailer Park  
VAR -Setbacks  
10/30/86 -D.Z.C. granted Special Exception and  
Var. with restrictions

ASSIGNED FOR: THURSDAY, JUNE 11, 1987 at 9:00 a.m.

cc: Thomas L. Hennessey, Esquire Counsel for Appellants/Protestants  
Harvey Salt, Inc. Appellant/Protestant  
Mr. Louis W. Hammen " "  
J. Michael McLaughlin, Esquire Counsel for Appellant/Protestant  
Lillian & Martin Bogdan Appellant/Protestant  
(White Marsh/Middle River  
Community Action Committee)  
Stephen J. Nolan, Esquire Counsel for Developer  
William A. Green, President Developer  
(Bonnie Brook Corporation)  
Whitman, Requardt & Assoc. Developer's Engineer  
Harvey A. Geppardt  
Malcolm F. Spicer, Jr., Esquire  
Patrick D. Hanley, Esquire  
Phyllis Cole Friedman, Esquire  
James Markle  
Robert Covahey  
Current Planning  
Norman E. Gerber  
Ed McDonough  
Jorge Austrich  
James G. Hoswell  
Arnold Jablon  
Joan M. H. Jung  
James E. Dyer  
Margaret E. du Bois

Kathi C. Weidenhammer  
Administrative Secretary

RE: PULASKI MOBILE HOME PARKS : BEFORE THE  
SUBDIVISION : BOARD OF APPEALS  
PULASKI HIGHWAY and MOHRS LANE : FOR  
CRG DECISION :  
and :  
BONNIE BROOK CORPORATION : BALTIMORE COUNTY  
SE/S OF PULASKI HIGHWAY, 811' N OF : Case No. CBA 86-131  
MOHRS LANE, : AND  
: Case No. 87-126-XA

WITHDRAWAL OF APPEARANCE

Honorable William T. Hackett  
Chairman  
Board of Appeals for Baltimore County  
Courthouse -2nd Floor  
Towson, Maryland 21204

Dear Chairman Hackett:

Please withdraw the appearance of Gelfman & Gelfman, P.A. and Lenore R. Gelfman as counsel for the Developer in the above-captioned matter. The appearance of Stephen J. Nolan, Esquire, Nolan, Plumhoff & Williams, Chartered, on behalf of the Developer, Bonnie Brook Corporation (fka Acquest) is of record and is not affected by the within Notice.

Gelfman & Gelfman, P.A.  
9123 Old Annapolis Road (Rt. 198)  
Columbia, Maryland 21045  
Telephone: (301) 995-1824  
Lenore R. Gelfman

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of March, 1987, I mailed, postage prepaid, the foregoing Withdrawal of Appearance to Thomas L. Hennessey, Esquire, Box No. 5473,

Towson, Maryland 21265-5473; J. Michael McLaughlin, 387 W Allegheny Avenue, P. O. Box 6850, Towson, Maryland 21204; Phyllis C. Friedman, Esquire, Suite 900, 429 Washington Avenue, Towson, Maryland 21204; Malcolm F. Spicer, Jr., Esquire 675 W Chesapeake Avenue, Towson, Maryland 21204; Patrick D. Hanley, Esquire, 206 Washington Avenue, P.O. Box 5526, Towson, Maryland 21204; William A. Green, President, Bonnie Brook Corporation, 7239 Washington Blvd., Baltimore, Maryland 21227, Developer; and Stephen J. Nolan, Esquire, Nolan, Plumhoff & Williams, Chartered, 224 West Pennsylvania Avenue, Towson, Maryland 21204, counsel for the Developer.

Lenore R. Gelfman

CERTIFICATE OF POSTING

ZONING DEPARTMENT OF BALTIMORE COUNTY

Towson, Maryland

87-126-XA

District: 15th Date of Posting: 11/25/86  
Posted for: Appeal  
Petitioner: Bonnie Brook Corporation  
Location of property: SE/S Pulaski Hwy, 811' N Mohr's Ln.  
Location of Sign: Along Pulaski Hwy, corner E. Ex. Roadway,  
on property of Petitioner  
Remarks:  
Posted by: M. Hackett Date of return: 11/25/86  
Number of Signs: 7



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

ARNOLD JABLON  
ZONING COMMISSIONER

JOAN M. H. JUNG  
DEPUTY ZONING COMMISSIONER

December 8, 1986

Stephen J. Nolan, Esquire  
Nolan, Plumhoff & Williams,  
Chartered  
204 West Pennsylvania Avenue  
Towson, Maryland 21204  
Mr. William A. Green  
President  
Bonnie Brook Corporation  
7239 Washington Boulevard  
Baltimore, Maryland 21227

Harvey Salt, Inc.  
1325 Mohr's Lane  
Baltimore County, Maryland 21220  
Mr. Louis W. Hammen  
20 Oakridge Court  
Lutherville, Maryland 21093  
Phyllis Cole Friedman, Esquire  
People's Counsel for Baltimore County  
Room 223 Courthouse  
Towson, Maryland 21204

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCES  
SE/S of Pulaski Highway, 811' N of Mohr's Ln.  
15th Election District  
Bonnie Brook Corporation - Petitioner  
Case No. 87-126-XA  
Appeal Filed: November 26, 1986  
APPEAL FILED BY: Appellant/Protestant, White Marsh/Middle River  
Community Action Committee

Ms. Friedman and Gentlemen:

Please be advised that on November 26, 1986, an appeal was filed by Appellant/Protestant, White Marsh/Middle River Community Action Committee, from the decision rendered by the Deputy Zoning Commissioner in the above-entitled matter.

You will be notified of the date and time of the appeal hearing when it has been scheduled by the County Board of Appeals (494-3180).

Very truly yours,  
Arnold Jablon  
ARNOLD JABLON  
Zoning Commissioner

AJ:med

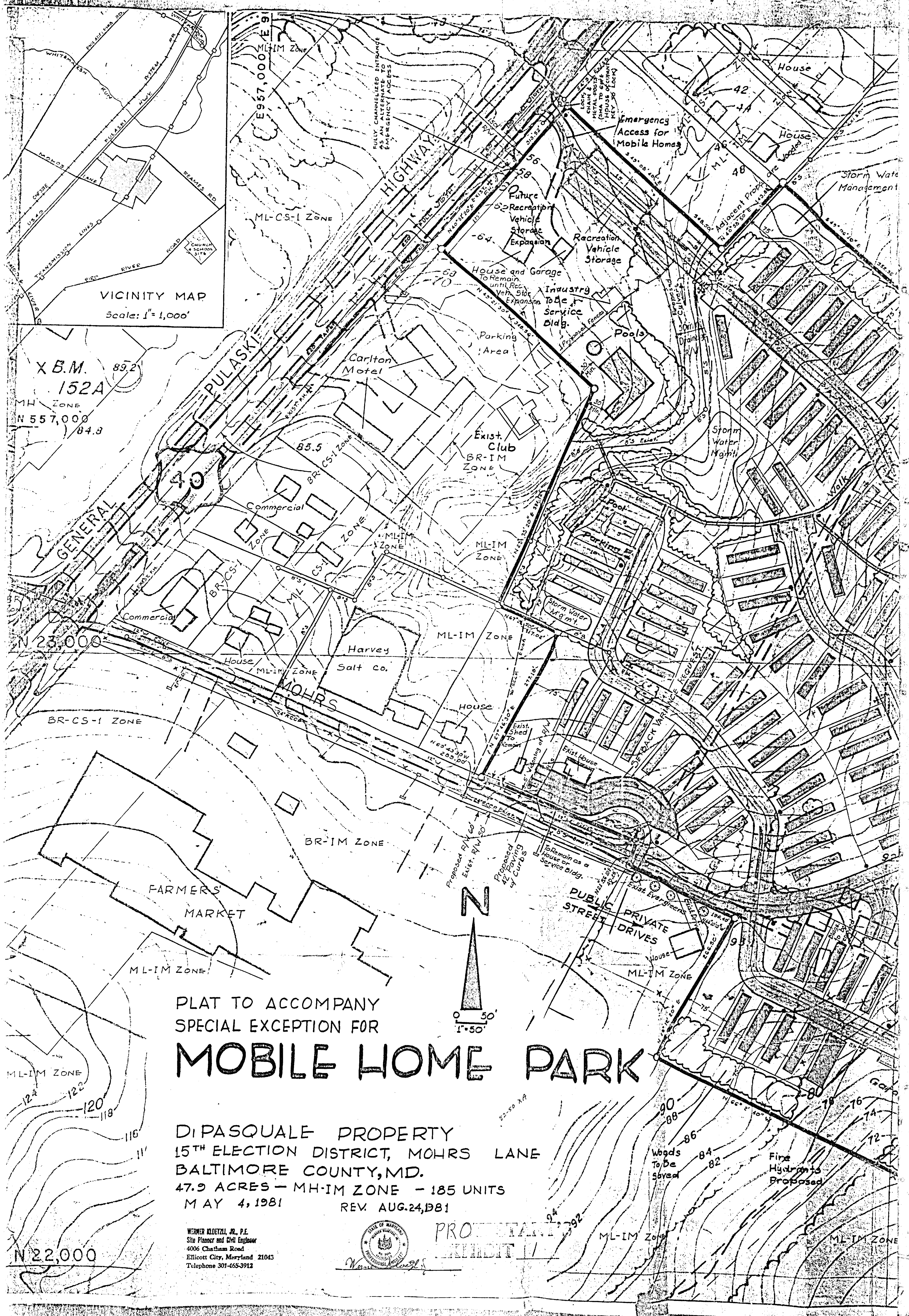
Stephen J. Nolan, Esquire  
Mr. William A. Green  
Thomas L. Hennessey, Esquire  
Harvey Salt, Inc.  
Mr. Louis W. Hammen  
Phyllis Cole Friedman, Esquire

December 8, 1986  
Page 2

cc: J. Michael McLaughlin, Jr., Esquire

GELFMAN, GELFMAN  
& LYON, P.A.  
OAKLAND RIDGE  
PROFESSIONAL BUILDING  
6723 OLD ANNAPOLIS RD.  
RT. 198  
COLUMBIA, MD 21045  
995-1824

2



VICINITY MAP  
Scale: 1" = 1,000'

X.B.M. 89.2  
152A  
MH Zone  
N 557,000  
84.3

N 23,000

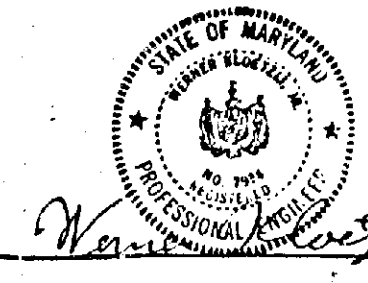
N 22,000

PLAT TO ACCOMPANY  
SPECIAL EXCEPTION FOR

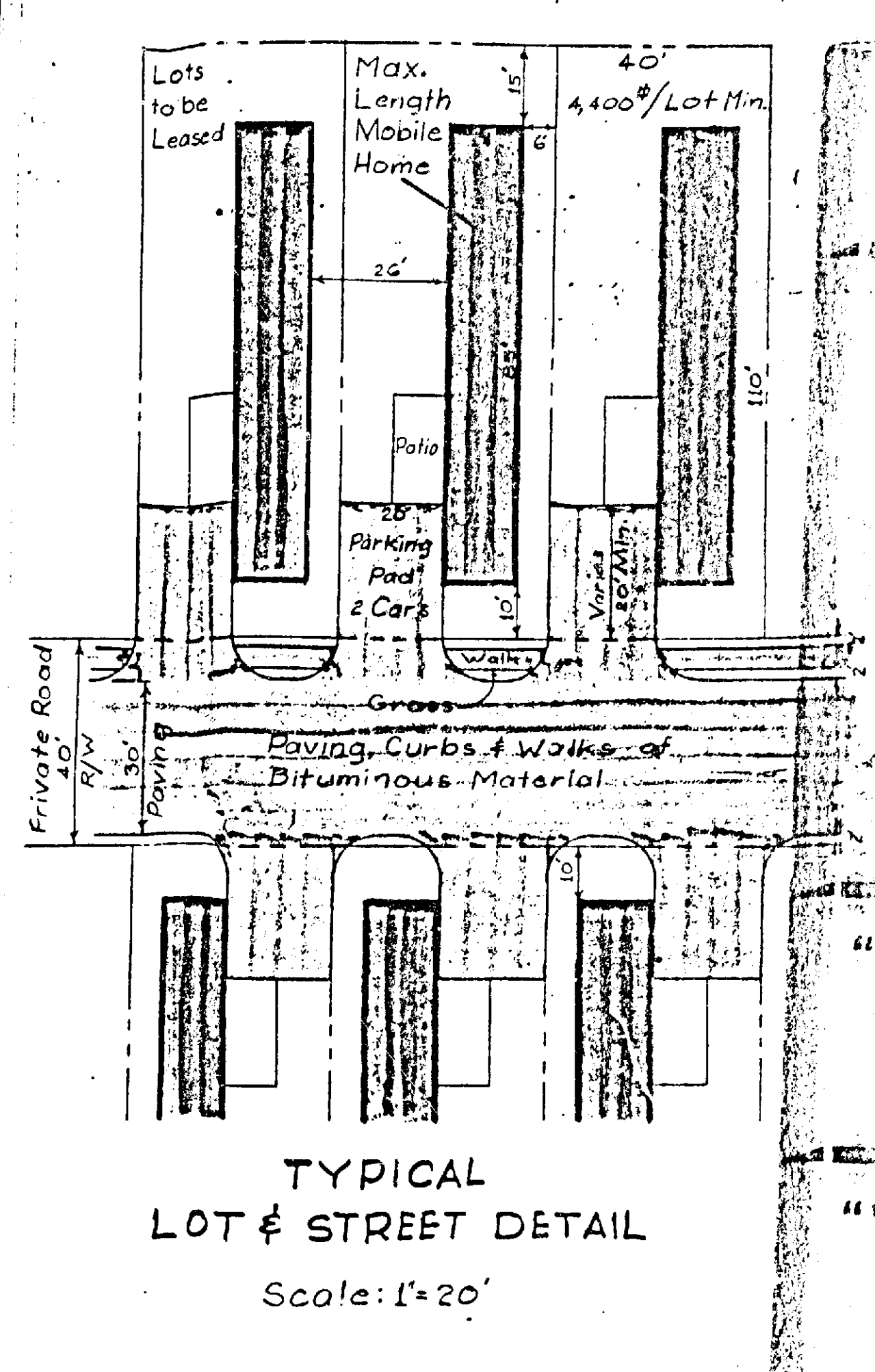
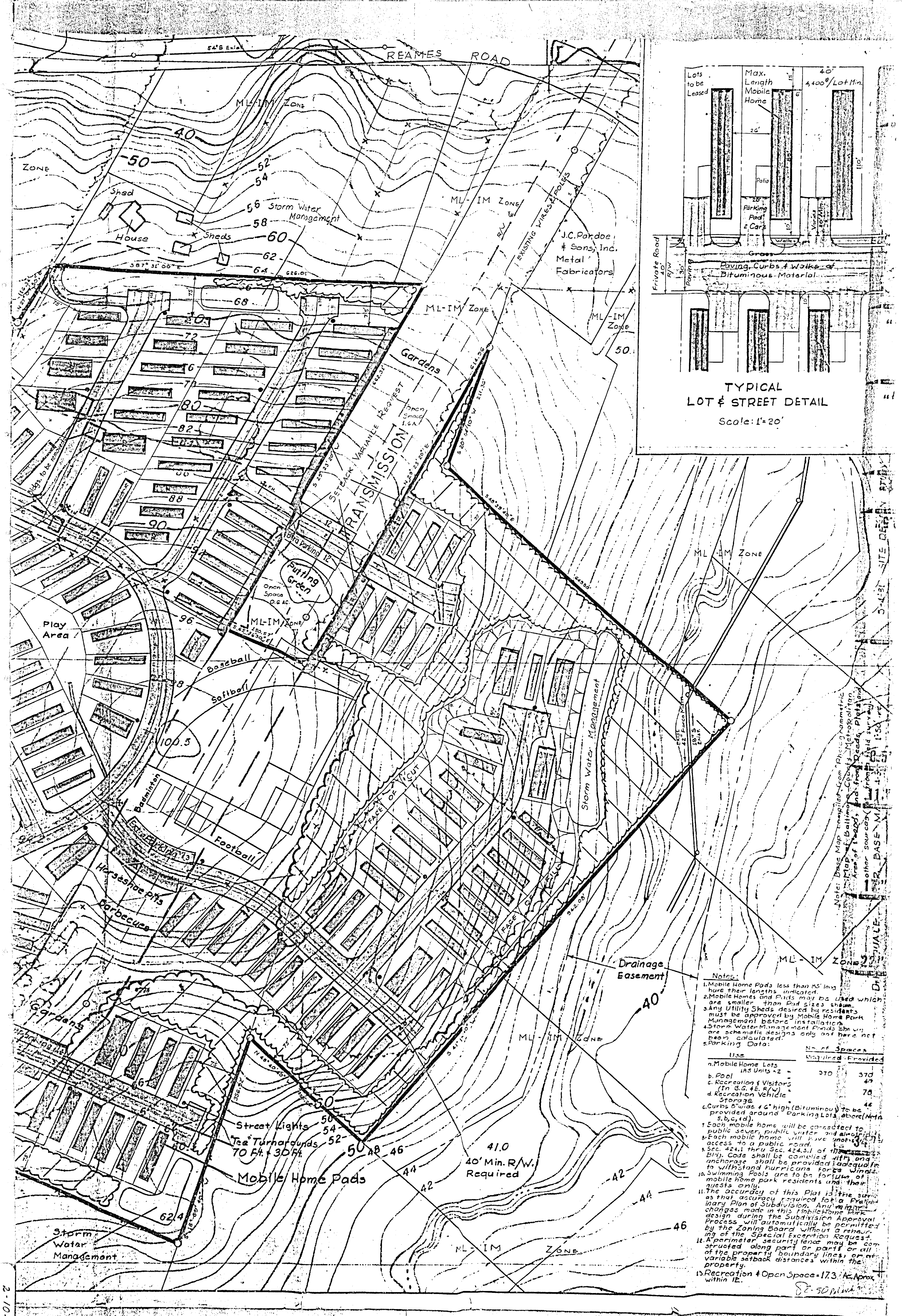
# MOBILE HOME PARK

DIPASQUALE PROPERTY  
15<sup>TH</sup> ELECTION DISTRICT, MOHRS LANE  
BALTIMORE COUNTY, MD.  
47.9 ACRES - MH-IM ZONE - 185 UNITS  
MAY 4, 1981  
REV. AUG. 24, 1981

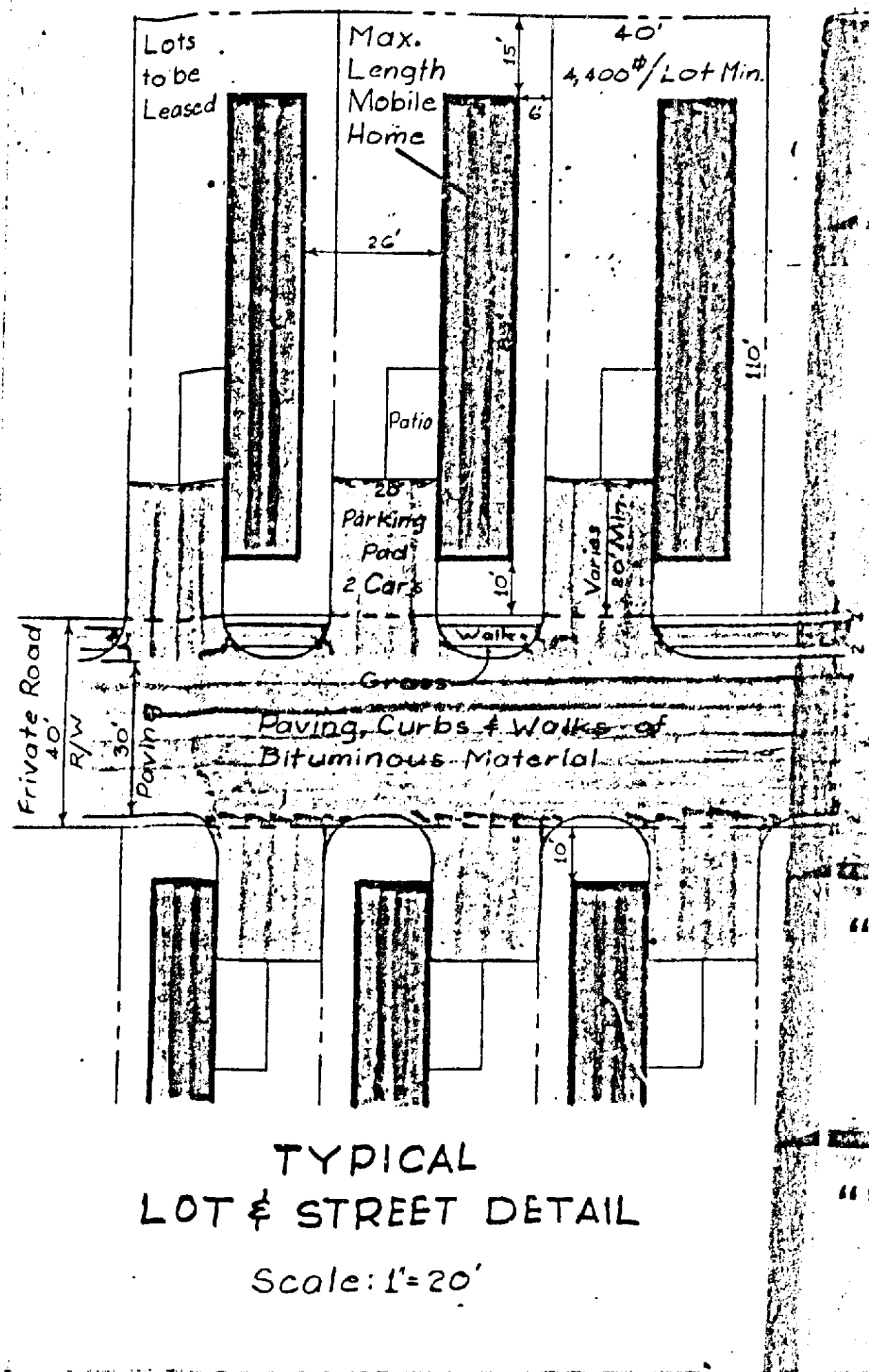
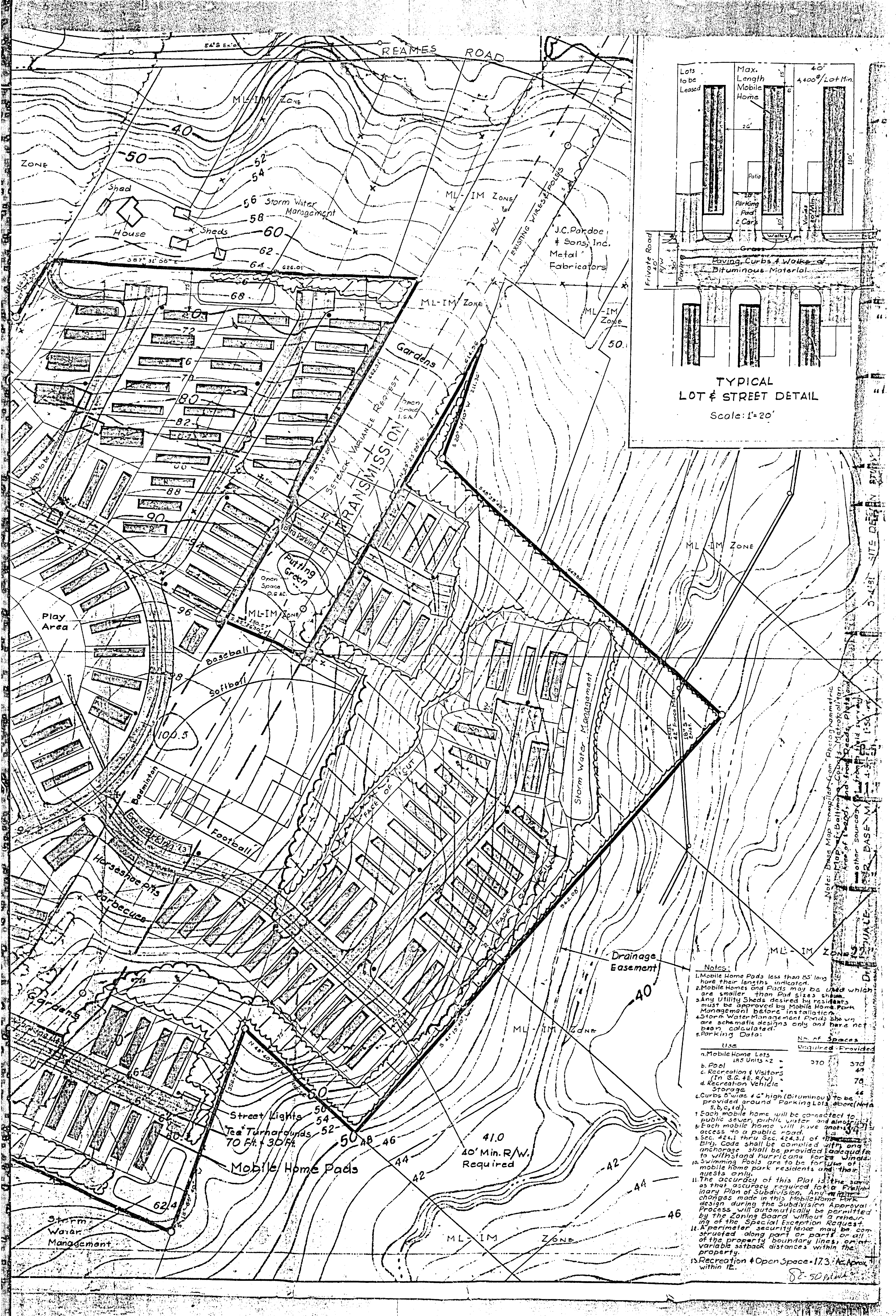
WERNER KLOTZ, JR., P.E.  
Site Planner and Civil Engineer  
4006 Chatham Road  
Ellicott City, Maryland 21043  
Telephone 301-465-3912



PROPOSED  
EXHIBIT 11



- Notes:
1. Mobile Home Pads less than 45' long have their lengths indicated.
  2. Mobile Homes and Pads may be used which are smaller than Pad sizes shown.
  3. Any Utility Sheds desired by residents must be approved by Mobile Home Park Management before installation.
  4. Storm Water Management Ponds shown are schematic designs only and have not been calculated.
  5. Parking Data:
- | Use                                                                                                | No. of Spaces Required | Spaces Provided |
|----------------------------------------------------------------------------------------------------|------------------------|-----------------|
| a. Mobile Home Lots (183 Units x 2)                                                                | 370                    | 370             |
| b. Pool                                                                                            |                        | 40              |
| c. Recreation & Visitors (In B.G. 4E, R/W)                                                         |                        | 70              |
| d. Recreation Vehicle Storage                                                                      |                        | 40              |
| e. Curbs 6" wide 4" high (Bituminous) to be provided around Parking Lots above (Notes 5, b, c, d). |                        |                 |
1. Each mobile home will be connected to public sewer, public water and electric.
  2. Each mobile home will have unobstructed access to a public road.
  3. Sec. 424.1 thru Sec. 424.31 of the Baltimore City Code shall be complied with and anchorage shall be provided adequate to withstand hurricane force winds.
  4. Swimming Pools are to be for use of mobile home park residents and their guests only.
  5. The accuracy of this Plat is the survey as that accuracy required for a Preliminary Plan of Subdivision. Any minor changes made in this Mobile Home Park design during the Subdivision Approval Process will automatically be permitted by the Zoning Board without a rehearing of the Special Exception Request.
  6. A perimeter security fence may be constructed along part or parts or all of the property boundary lines, or at variable setback distances within the property.
  7. Recreation & Open Space = 173' Ac. Approx within 12'.
- DE-50 PLW



Notes:

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

| Use                                                                                                 | No. of Spaces Required | Spaces Provided |
|-----------------------------------------------------------------------------------------------------|------------------------|-----------------|
| a. Mobile Home Lots                                                                                 | 185 Units x 2          | 370             |
| b. Pool                                                                                             |                        | 40              |
| c. Recreation & Visitors                                                                            |                        | 70              |
| d. Recreation Vehicle Storage                                                                       |                        | 40              |
| e. Curbs 8" wide & 6" high (Bituminous) to be provided around Parking Lots above (Note 5, b, c, d). |                        |                 |

1. Each mobile home will be connected to public sewer, public water and electric.

2. Each mobile home will have direct access to a public road.

3. Sec. 424.1 thru Sec. 424.3.1 of the City Code shall be complied with and anchorage shall be provided adequate to withstand hurricane force winds.

4. Swimming Pools are to be for the use of mobile home park residents and their guests only.

5. The accuracy of this Plot is the same as that accuracy required for a Preliminary Plan of Subdivision. Any changes made in this Mobile Home Park design during the Subdivision Approval Process will automatically be permitted by the Zoning Board without a request of the Special Exception Request.

6. A perimeter security fence may be constructed along part or parts or all of the property boundary lines, or at variable setback distances within the property.

7. Recreation & Open Space = 173' Ac. Approx. within 12'.

VICINITY MAP  
Scale: 1" = 1,000'

X.B.M. 152A  
N 557,000  
E 84.8

PLAT TO ACCOMPANY  
SPECIAL EXCEPTION FOR

# MOBILE HOME PARK

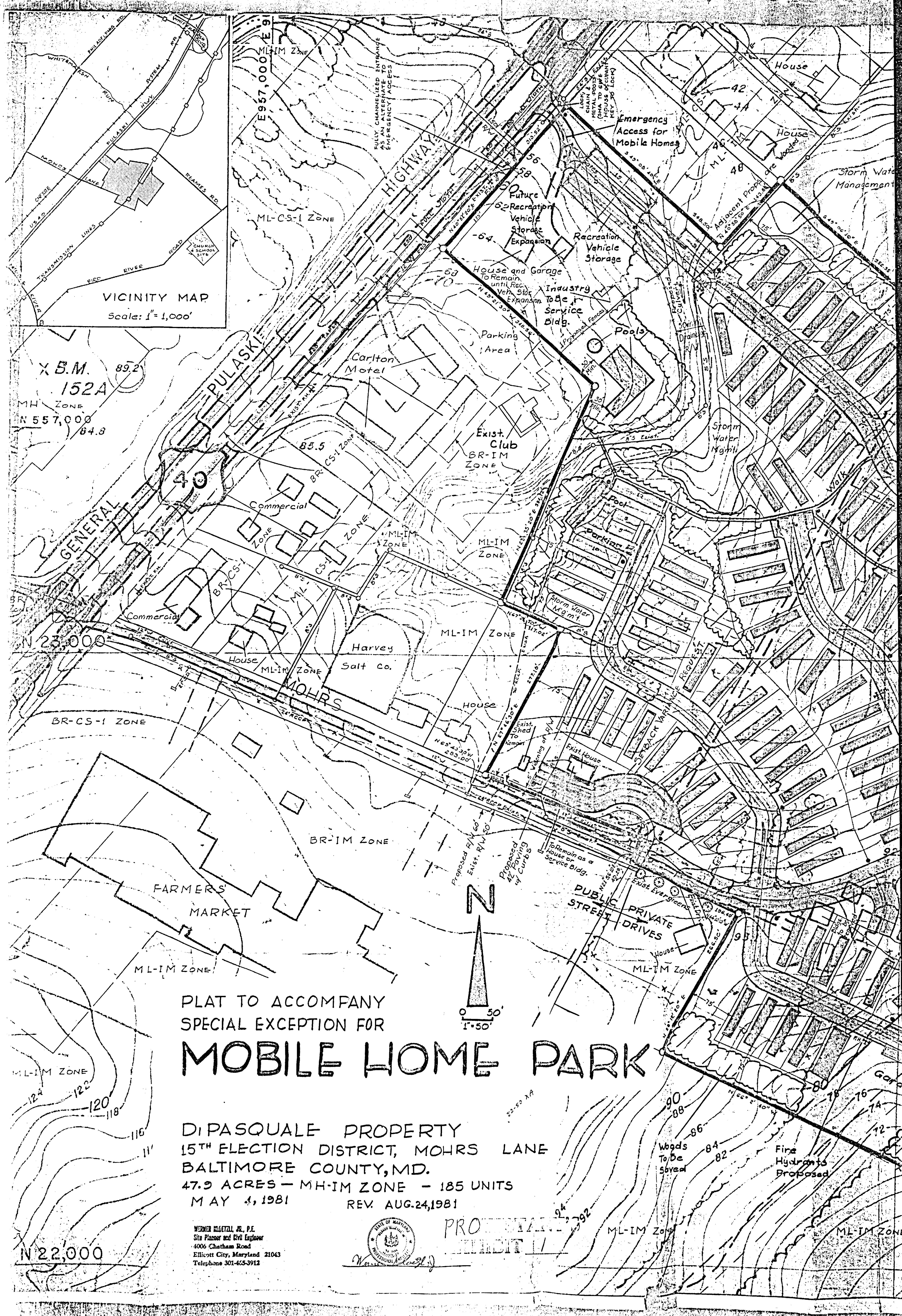
DIPASQUALE PROPERTY  
15<sup>TH</sup> ELECTION DISTRICT, MOHRS LANE  
BALTIMORE COUNTY, MD.  
47.9 ACRES - MH-IM ZONE - 185 UNITS  
MAY 4, 1981 REV. AUG. 24, 1981

WERNER KLOTZ, JR., P.E.  
Site Planner and Civil Engineer  
4006 Chatham Road  
Ellicott City, Maryland 21043  
Telephone 301-465-3912



PROTESTANT  
CHURCH

N 22,000





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

ARNOLD JABLON  
ZONING COMMISSIONER

JEAN M. H. JUNG  
DEPUTY ZONING COMMISSIONER

November 28, 1986

Thomas L. Hennessey, Esquire  
407 West Pennsylvania Avenue  
Towson, Maryland 21204-4290

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCE  
SE/S of Pulaski Highway, 811' N of Mohrs Lane  
Bonnie Brook Corporation - Petitioner  
Case No. 87-126-XA

Dear Mr. Hennessey:

A review of our file reveals that you still owe \$105.00 for the cost of the appeal which you filed on behalf of the Appellants/Protestants, Harvey Salt, Inc. and Louis W. Hammen, Individually - \$100.00 for Special Exception, \$75.00 for Variance, \$30.00 - for two signs to be posted. Will you please have a check issued in the amount of \$105.00, made payable to "Baltimore County, Maryland", and remit it to my attention as soon as possible.

Thank you.

Very truly yours,

Margaret E. du Bois  
Margaret E. du Bois

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

DATE: 12/6/86 ACCOUNT: 201-615-000

AMOUNT: \$105.00  
Thomas L. Hennessey, Esquire, 407 West Pennsylvania Ave., Towson, Md. 21204-4290

RECEIVED FROM: ADDITIONAL APPEAL FEES RE CASE #87-126-XA

FOR: 8 8135\*\*\*\*1000000 00000

VALIDATION OR SIGNATURE OF CASHIER

IOLEHART & McLAUGHLIN

ATTORNEYS AT LAW  
307 W. ALLEGHENY AVENUE  
P.O. BOX 6850  
TOWSON, MARYLAND 21204

November 25, 1986

TELEPHONE:  
(301) 866-0711

FRANCIS M. IOLEHART  
J. MICHAEL McLAUGHLIN, JR.  
AND M. HASTARDOWICE  
M. CATHERINE MULLER  
DAVID J. SMITH  
REBEKAH A. YAPSI

HAND DELIVERED

Arnold Jablon, Zoning Commissioner  
Baltimore County Office of Planning & Zoning  
Towson, Maryland 21204

RE: Petition for Special Exception and Variance  
SE/S of Pulaski Highway, 811' N of Mohrs Lane  
Bonnie Brook Corporation  
15th Election District  
Case No. 87-126-XA  
I & M File 86.708

Dear Mr. Jablon:

Enclosed is a check made payable to Baltimore County, Maryland in the amount of One Hundred Ninety Dollars (\$190.00).

Pursuant to Title 22, Section 22-32 of the Baltimore County Code, 1978 as amended, please note the appeal of White Marsh/Middle River Community Action Committee. The enclosed check is to cover the cost of the proceeding before the County Board of Appeals (\$175.00) and the posting expense as established by the County Administrative Officer (\$15.00) which are required pursuant to Article 5, Section 501.8 of the Baltimore County Zoning Regulations.

If there are any questions, please do not hesitate to contact this office.

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

DATE: 12/15/86 ACCOUNT: 201-615-000

AMOUNT: \$190.00  
J. Michael McLaughlin, Jr., Esquire, 307 West Allegheny Avenue, P.O. Box 6850, Towson, Md. 21204

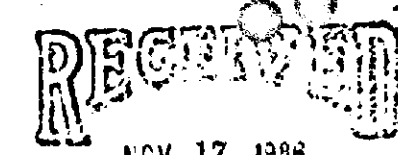
RECEIVED FROM: APPEAL & SIGN POSTING FEES RE CASE #87-126-XA

FOR: 8 8137\*\*\*\*2000000 00000

VALIDATION OR SIGNATURE OF CASHIER

LAW OFFICES

Thomas L. Hennessey, P.A.



AREA CODE 301 823 7710

NOV 17 1986

ZONING OFFICE

November 14, 1986

407 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4290  
RETURN MAIL ADDRESS  
BOX NO. 5473  
TOWSON, MARYLAND 21285-5473

Zoning Commissioner for Baltimore County  
County Office Building  
Towson, Maryland 21204

Re: Notice of Appeal  
Case No. 87-126-XA

Dear Mr. Commissioner:

Enclosed please find Notice of Appeal to be filed in the above-captioned matter. Thank you for your cooperation in this regard.

Yours very truly,

Thomas L. Hennessey

TLH/kan  
Enc.

cc: Stephen J. Nolan, Esquire  
Lenore R. Gelfman, Esquire  
Michael McLaughlin, Jr., Esquire  
Phyllis Cole Friedman and Peter Max Zimmerman, Esquires  
People's Counsel

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

DATE: 11/17/86 ACCOUNT: 201-615-000

AMOUNT: \$100.00  
Thomas L. Hennessey, Esquire, 407 West Pennsylvania Ave., Towson, Md. 21204-4290

RECEIVED FROM: INITIAL AND SIGN POSTING FEES RE CASE #87-126-XA

FOR: 8 8111\*\*\*\*1000000 00000

VALIDATION OR SIGNATURE OF CASHIER

RE: PETITION FOR SPECIAL EXCEPTION  
PETITION FOR VARIANCES  
SE/S of Pulaski Highway, 811'  
N of Mohr's La., 15th District

: BEFORE THE ZONING COMMISSIONER  
: OF BALTIMORE COUNTY

BONNIE BROOK CORPORATION  
Petitioner

: Case No: 87-126-XA

NOTICE OF APPEAL BY PROTESTANT

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

Mr. Zoning Commissioner:

Please enter an appeal from the Order passed October 30, 1986 in connection with the above-entitled matter. The appeal is filed on behalf of the Protestants, being the property owner and corporation:

Harvey Salt, Inc.  
1325 Mohrs Lane  
Baltimore County, Maryland 21220

Louis W. Hammen, Individually  
20 Oakridge Court  
Lutherville, Maryland 21093

THOMAS L. HENNESSEY, P.A.

By: Thomas L. Hennessey  
407 West Pennsylvania Avenue  
P.O. Box 5473  
Towson, Maryland 21285-5473  
(301) 823-7710  
Attorneys for Harvey Salt Inc.

LAW OFFICES OF  
THOMAS L. HENNESSEY, P.A.  
TOWSON, MD. 21204



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

ARNOLD JABLON  
ZONING COMMISSIONER

JEAN M. H. JUNG  
DEPUTY ZONING COMMISSIONER

November 18, 1986

I HEREBY CERTIFY that on this 14th day of November, 1986, a copy of the foregoing Notice of Appeal was mailed to:

Stephen J. Nolan, Esquire  
Nolan, Plumhoff & Williams  
204 W. Pennsylvania Avenue  
Towson, Maryland 21204  
Attorney for Petitioner

Lenore R. Gelfman, Esquire  
9123 Old Annapolis Road  
Columbia, Maryland 21045  
Co-Counsel for Petitioner

Michael McLaughlin, Jr., Esq.  
Igichart & McLaughlin  
307 W. Pennsylvania Avenue  
P.O. Box 6850  
Towson, Maryland 21204  
Attorney for Protestants

Phyllis Cole Friedman, People's Counsel  
Peter Max Zimmerman, Deputy People's Counsel  
Room 223, Court House  
Towson, Maryland, 21204  
People's Counsel for Baltimore County

Thomas L. Hennessey

Stephen J. Nolan, Esquire  
Nolan, Plumhoff & Williams, Chartered  
204 West Pennsylvania Avenue  
Towson, Maryland 21204

J. Michael McLaughlin, Jr., Esquire  
307 West Allegheny Avenue  
Towson, Maryland 21204

Phyllis Cole Friedman, Esquire  
People's Counsel for Baltimore County  
Room 223 Courthouse  
Towson, Maryland 21204

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCES  
SE/S of Pulaski Highway, 811' N of Mohr's La.  
15th Election District  
Bonnie Brook Corporation - Petitioner  
Case No. 87-126-XA

Ms. Friedman and Gentlemen:

Please be advised that on November 17, 1986, an appeal was filed by the Appellants/Protestants, Harvey Salt, Inc. and Louis W. Hammen, Individually, from the decision rendered by the Deputy Zoning Commissioner in the above-entitled matter.

You will be notified of the date and time of the appeal hearing when it has been scheduled by the County Board of Appeals (494-3180).

Sincerely,  
Arnold Jablon  
ARNOLD JABLON  
Zoning Commissioner

AJ:med

cc: Thomas L. Hennessey, Esquire  
407 West Pennsylvania Avenue  
P.O. Box 5473  
Towson, Maryland 21285-5473

IN RE: PETITION FOR SPECIAL EXCEPTION AND ZONING VARIANCES -  
SE/S of Pulaski Highway,  
811' N of Mohrs Lane  
15th Election District  
Bonnie Brook Corporation  
Petitioner

BEFORE THE  
DEPUTY ZONING COMMISSIONER  
OF BALTIMORE COUNTY  
Case No. 87-126-XA

The Petitioner herein requests a special exception to use the subject property for a trailer park, and additionally, zoning variances to permit trailers to be located within 50 feet of a road in lieu of 100 feet, and to permit trailers and other structures to be located within a minimum distance of 15 feet from a boundary line in lieu of the required 75 feet.

Testimony by the engineer on behalf of the Petitioner indicated that the site plan submitted in this case is superior to the plan submitted in a prior case (#82-50-XA) in which the presently requested special exception and variances were granted. The current plan fits the topography better, places building lots further away from streams, consolidates storm water management areas and provides approximately 13% open space. Water will be provided by a 12" main in Pulaski Highway and an 8" main in Mohrs Lane. Sewage will be handled by the Reames Road pumping station, which presently uses approximately 14 million gallons of its 28 million gallon per day capacity. One hundred and ninety-eight home sites are proposed. Granting the requested variances will impact only the internal arrangement of the park and involve one of the Petitioner's roads and a company-owned portion of the right-of-way of the Susquehanna Transmission Company. A future access road from Pulaski Highway will be constructed in accordance with State Highway Administration requirements (see notes on the plan submitted, prepared by Whitman, Reardon and Associates, dated 10/6/86 and identified as Petitioner's Exhibit 1). On the steepest slopes there

will be stepped lots. It may be necessary to modify the plan slightly when final storm water management methods are determined.

A consultant and attorney in the field of manufactured housing testified as to past and proposed changes in related Federal and local law. Nomenclature has moved through three generations of terms for the same physical entity: trailer to mobile home to manufactured home, with the present term being manufactured home as determined by a 1980 Federal amendment. All proposed homes will be within the size and requirements of Federal regulations and will carry a seal of approval under the HUD code. Typically, the houses will have pitched, shingle roofs with siding and fenestration similar to those on conventionally constructed homes. The project will be developed with private funds and will generate its fair share of taxes. The owner will prescribe the size and quality of units, both initially and at resale. Both the landlord and residents, many young-marrieds or retirees, will have investments to protect. Whereas 4% of the housing in the U.S. is trailers, only 1% of the housing in Baltimore County is such.

The owner testified that he will have a restrictive rental agreement as to the size and type of each unit, handling of trash, and requirements that there be no changing of oil or storage of recreational vehicles. There will be a resident manager. All sites will be rental; it is anticipated that it will take 2 to 4 years to rent all of the lots.

The president of Harvey Salt Company, owner of the adjacent property on Mohrs Lane, testified that his business would be hampered by the traffic from the trailer park as well as the shopping center proposed for the opposite side of Mohrs Lane. At the present time his warehouse becomes flooded by water flowing off Mohrs Lane; when Mohrs Lane is eventually widened from 14' to 24', the condemnation of property for rights-of-way will encroach on his property and

ORDER RECEIVED FOR FILING  
Date 12/6/86  
By [Signature]

ORDER RECEIVED FOR FILING  
Date 12/6/86  
By [Signature]

cause more flooding. The Reames Road pumping station has had recurring overflow problems.

A resident of White Marsh Estates, located off of Reames Road, testified in protest. The Reames Road pumping station has had a number of spills, which led to Baltimore County providing a monitor 24 hours a day. In less than six months, he is aware of four complaints of odor, has seen trucks dump raw sewage on a 24-hour basis and has seen the lime spread after a clean-up operation. There is a lack of sufficient water pressure in his community. He expressed further concern for children playing under transmission wires and that tax assessments might not be comparable to those in his own neighborhood.

After due consideration of the testimony and evidence presented in this case, in the opinion of the Deputy Zoning Commissioner, although the Baltimore County Zoning Regulations (BCZR) utilize the terms trailer, mobile home and trailer park, and the federal regulations now utilize the term manufactured home, and although the size, design and delivery of trailers has evolved over the years, it is clear that the development proposed by the Petitioner is within the spirit and intent of the BCZR definition of trailer park.

Pursuant to the advertisement, posting of property, and public hearing on this case, in the opinion of the Deputy Zoning Commissioner, strict compliance with the BCZR would result in practical difficulty or unreasonable hardship upon the Petitioner, the requirements of Section 502.1 of the BCZR have been met and the health, safety, and general welfare of the community will not be adversely affected, and therefore, the special exception and variances requested should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County this 30<sup>th</sup> day of October 1986, that the request for special exception to permit a trailer park at the subject location, and additionally, variances to

-3-

permit trailers to be located within 50 feet of a road, and to permit trailers and other structures to be located within a minimum distance of 15 feet from a boundary line, in accordance with Petitioner's Exhibit 1, be and are hereby GRANTED from and after the date of this Order, subject, however, to the following restrictions:

- 1) The plan shall be modified only as required for storm water management.
- 2) Lots shall be rental only.
- 3) Each trailer shall have a pitched, shingled roof.
- 4) The owner shall establish a restrictive rental agreement including, but not limited to, size and type of unit, trash disposal, maintenance and repair standards, placement of gas and oil tanks, skirting and foundation requirements. There shall be no changing of oil, no motor vehicular service and no storage of recreational vehicles. One copy of that agreement shall be submitted for the file and one shall be available to the public.
- 5) There shall be a resident manager.
- 6) Open space shall be no less than 13% of the site.

*Jean M. H. Jung*  
Deputy Zoning Commissioner  
of Baltimore County

ORDER RECEIVED FOR FILING  
Date 10/30/86  
By J. H. H. H.

-4-

- (17) North 66° 10' 10" West 196.40 feet;
  - (18) North 21° 56' 10" East 40.28 feet; to a point on the north side of Mohrs Lane, running thence on the north side of Mohrs Lane,
  - (19) North 69° 43' 30" West 100.00 feet, thence continuing the same course and still running on the north side of Mohrs Lane,
  - (20) North 69° 43' 30" West 100.00 feet, thence leaving Mohrs Lane,
  - (21) North 27° 46' 30" East 277.10 feet;
  - (22) North 67° 22' 50" West 117.02 feet;
  - (23) North 23° 35' 20" East 392.12 feet;
  - (24) North 49° 21' 30" West 348.56 feet to the place of beginning.
- Containing 47.935 acres of land, more or less.

PETITIONS FOR SPECIAL EXCEPTION AND ZONING VARIANCES

15th Election District  
Case No. 87-126-XA

LOCATION: Southeast Side of Pulaski Highway, 811 feet North of Mohr's Lane

DATE AND TIME: Thursday, September 25, 1986, at 9:30 a.m.

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

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

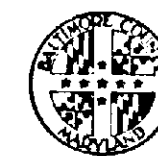
Petition for Special Exception for a trailer park

Petition for Zoning Variances to permit trailers within 50 feet of a road in lieu of the permitted 100 feet and trailers and other structures within a minimum distance of 15 feet from a boundary line in lieu of the required 75 feet

Being the property of Bonnie Brook Corporation, as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) 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



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

ARNOLD JABLON  
ZONING COMMISSIONER

JEAN M. H. JUNG  
DEPUTY ZONING COMMISSIONER

October 30, 1986

Stephen J. Nolan, Esquire  
Nolan, Plumbhoff & Williams, Chtd.  
204 W. Pennsylvania Avenue  
Towson, Maryland 21204

RE: Petition for Special Exception  
and Variance - SE/S of Pulaski  
Highway, 811' N of Mohrs Lane  
Bonnie Brook Corporation  
15th Election District  
Case No. 87-126-XA

Dear Mr. Nolan:

Enclosed please find a copy of the decision rendered in the above referenced case. Please be advised that your Petition for Special Exception and Variance has been granted, subject to the restrictions as stated in the enclosed Order.

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

Very truly yours,

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

JMH:jbs

Enclosures

cc: J. Michael McLaughlin, Jr., Esquire  
P.O. Box 6850, Towson, Maryland 21204

Thomas L. Hennessey, Esquire  
407 W. Pennsylvania Avenue, Towson, Md. 21204

People's Counsel

RE: PETITION FOR SPECIAL EXCEPTION : BEFORE THE ZONING COMMISSIONER  
PETITION FOR VARIANCES  
SE/S of Pulaski Highway, 811' : OF BALTIMORE COUNTY  
N of Mohr's La., 15th District  
BONNIE BROOK CORPORATION, : Case No. 87-126-XA  
Petitioner

ENTRY OF APPEARANCE

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

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

*Peter Max Zimmerman*  
Peter Max Zimmerman  
Deputy People's Counsel  
Room 223, Court House  
Towson, Maryland 21204  
494-2188

I HEREBY CERTIFY that on this 18th day of August, 1986, a copy of the foregoing Entry of Appearance was mailed to Stephen J. Nolan, Esquire, Nolan, Plumbhoff & Williams, Chartered, 204 W. Pennsylvania Ave., Towson, MD 21204, Attorney for Petitioner, and Lenore R. Gelfman, Esquire, 9123 Old Annapolis Rd., Columbia, MD 21045, Co-Counsel for Petitioner; J. Michael McLaughlin, Jr., Esquire, Iglehart & McLaughlin, 307 W. Allegheny Ave., P. O. Box 6850, Towson, MD 21204, Attorney for Protestants; and Thomas L. Hennessey, Esquire, 407 W. Pennsylvania Ave., Towson, MD 21204-4290, Attorney for Harvey Salt Company.

*Peter Max Zimmerman*  
Peter Max Zimmerman

WHITMAN, REQUARDT and ASSOCIATES

August 7, 1986

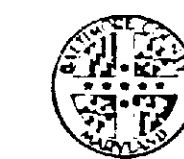
DESCRIPTION OF THE PROPERTY SHOWN IN THE PLAT TO  
ACCOMPANY THE PETITION FOR A SPECIAL EXCEPTION

Beginning for the same at a point located on the southeastern side of the right-of-way line of Pulaski Highway (U.S. Route #40), said point lying about 811 feet north of the intersection of the southeastern right-of-way line of Pulaski Highway and the northern roadway line of Mohr's Lane; thence leaving said point and running on the southeast side of Pulaski Highway.

(1) North 40° 51' 20" East, 313.52 feet to a point; thence leaving said southeastern right-of-way line and binding on the 1st line of a deed dated April 19, 1963 between George W. Hagert and wife, parties of the first part and John G. Kelbaugh and wife, parties of the second part as recorded among the land records of Baltimore County in Liber R.R.G. 4132, Folio 44, and running for the following 23 courses and distances;

- (2) South 49° 08' 40" East 348.50 feet;
- (3) North 40° 58' 50" East 143.88 feet;
- (4) South 49° 06' 10" East 352.35 feet;
- (5) North 27° 07' 50" East 116.34 feet;
- (6) South 87° 31' 00" East 626.05 feet to the northwest side of the Susquehanna Transmission Company right-of-way, thence binding along said northwest side of the transmission line right-of-way;
- (7) South 29° 23' 20" West 662.31 feet, thence crossing the afore-said transmission line right-of-way;
- (8) South 65° 36' 30" East 150.57 feet to the southeast side of said transmission line right-of-way, thence binding on said southeast side;
- (9) North 29° 23' 20" East 614.96 feet, thence leaving the said right-of-way;

- (10) South 20° 04' 10" West 211.36 feet;
- (11) South 48° 39' 40" East 649.80 feet;
- (12) South 41° 19' 40" West 942.08 feet;
- (13) North 48° 40' 40" West 255.26 feet;
- (14) South 18° 59' 40" West 356.92 feet;
- (15) North 66° 02' 40" West 778.99 feet;
- (16) North 28° 12' 20" East 266.50 feet;



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

ARNOLD JABLON  
ZONING COMMISSIONER

JEAN M. H. JUNG  
DEPUTY ZONING COMMISSIONER

September 18, 1986

Stephen J. Nolan, Esquire  
Nolan, Plumbhoff & Williams, Chartered  
204 West Pennsylvania Avenue  
Towson, Maryland 21204

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCES  
SE/S of Pulaski Highway, 811' N of Mohr's La.  
15th Election District  
Bonnie Brook Corporation - Petitioner  
Case No. 87-126-XA

Dear Mr. Nolan:

This is to advise you that \$67.75 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

Enclosed is the check payable to Baltimore County, Maryland, and remit to the Treasurer, Baltimore County, Maryland, 111 W. Chesapeake Avenue, Towson, Maryland

|                                                                                                             |                          |                        |  |
|-------------------------------------------------------------------------------------------------------------|--------------------------|------------------------|--|
| BALTIMORE COUNTY, MARYLAND                                                                                  |                          | No. 025535             |  |
| OFFICE OF FINANCE-REVENUE DIVISION                                                                          |                          |                        |  |
| MISCELLANEOUS CASH RECEIPT                                                                                  |                          |                        |  |
| DATE <u>9/23/86</u>                                                                                         | ACCOUNT <u>87-126-XA</u> |                        |  |
| SIGN & POST TO BE RETURNED                                                                                  |                          | AMOUNT \$ <u>67.75</u> |  |
| Stephen J. Nolan, Esq., Nolan, Plumbhoff & Williams, Chartered, 204 W. Pennsylvania Ave., Towson, Md. 21204 |                          |                        |  |
| RECEIVED FROM                                                                                               |                          |                        |  |
| ADVERTISING & POSTING RE CASE 87-126-XA                                                                     |                          |                        |  |
| FOR                                                                                                         |                          |                        |  |
| B1P*****7114 1211                                                                                           |                          |                        |  |
| VALIDATION OR SIGNATURE OF CASHIER                                                                          |                          |                        |  |

**CERTIFICATE OF POSTING**  
ZONING DEPARTMENT OF BALTIMORE COUNTY  
Towson, Maryland

District: 1524 Date of Posting: 8/22/86  
Posted for: Special Exception & Variance  
Petitioner: Bonnie Brook Corp.  
Location of property: 266 Pulaski Hwy, S.W. of Mohr's La.  
Location of Signs: Along Pulaski Hwy, approx 6' E. roadway  
on property of Baltimore  
Remarks: \_\_\_\_\_  
Posted by: [Signature] Date of return: 8/27/86  
Number of Signs: 2

**PETITIONS FOR SPECIAL EXCEPTION AND ZONING VARIANCES**  
15th Election District  
Case No. 87-126-XA  
LOCATION: Southeast Side of Pulaski Highway, 811 feet North of Mohr's Lane.  
DATE AND TIME: Thursday, September 4, 1986, at 9:30 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 Exception for a trailer park.  
Period for Zoning Variance to permit trailers within 50 feet of a road in line of the permitted 100 feet and trailers and other structures within a minimum distance of 15 feet from a boundary line in line of the required 75 feet.  
Being the property of Bonnie Brook Corporation, as shown on plat filed with the Zoning Office.  
In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing or above or made at the hearing.  
By Order Of  
ARNOLD LABLON  
Zoning Commissioner  
of Baltimore County  
[9012 Sept. 4]

**CERTIFICATE OF PUBLICATION**

TOWSON, MD., September 4, 1986  
THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on September 4, 1986.

THE JEFFERSONIAN,  
[Signature]  
Publisher  
Cost of Advertising  
27.50

**Petitions Special Exception And Zoning Variances**  
15th Election District  
Case No. 87-126-XA  
LOCATION: Southeast Side of Pulaski Highway, 811 feet North of Mohr's Lane.  
DATE & TIME: Thursday, September 4, 1986, at 9:30 a.m.  
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Being the property of Bonnie Brook Corporation, as shown on plat filed with the Zoning Office.  
In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing or above or made at the hearing.  
By Order Of  
Arnold Lablon  
Zoning Commissioner  
of Baltimore County

**The Times**

Middle River, Md., Sept 4 1986  
Delth  
leg L94937  
This is to Certify, That the annexed was inserted in The Times, a newspaper printed and published in Baltimore County, once in each of one successive weeks before the 4th day of Sept, 1986  
[Signature] Publisher.

**RECEIVED**  
AUG 26 1986

**ZONING OFFICE**

RE: PETITION FOR SPECIAL EXCEPTION \* BEFORE THE ZONING  
PETITION FOR VARIANCES \* COMMISSIONER  
S/E of Pulaski Highway, 811' \*  
N of Mohr's Lane, 15th District \* OF BALTIMORE COUNTY  
BONNIE BROOK CORPORATION \*  
Petitioner \* Case No 87-126-XA

**ENTRY OF APPEARANCE**

Please enter the appearance of Iglehart & McLaughlin and J. Michael McLaughlin, Jr. in the above captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

[Signature]  
J. Michael McLaughlin, Jr.  
307 W. Allegheny Avenue  
Towson, Maryland 21204  
(301) 825-0711

Attorneys for Protestants  
White Marsh/Middle River Community  
Action Committee

**CERTIFICATE OF SERVICE (Rule 1-321)**

I hereby certify that on this 25<sup>th</sup> day of August, 1986 a copy of the foregoing Entry of Appearance was mailed to Stephen J. Nolan, Esquire, Nolan, Plumhoff & Williams, Chartered, 204 W. Pennsylvania Avenue, Towson, Maryland 21204, Attorney for Petitioner; Lenore R. Gelfman, Esquire 9123 Old Annapolis Road, Columbia, Maryland 21045, co-counsel for Petitioner; Thomas L. Hennessey, Esquire, 407 W. Pennsylvania Avenue, Towson, Maryland 21204-4290, Attorney for Harvey Salt Company; and Phyllis Cole Friedman and Peter Max Zimmerman, People's Counsel for Baltimore County, Room 223, Court House, Towson, Maryland 21204.

[Signature]  
J. Michael McLaughlin, Jr.

**RECEIVED**  
AUG 25 1986

**ZONING OFFICE**

LAW OFFICES  
Thomas L. Hennessey, P.A.

August 21, 1986  
Zoning Commissioner for Baltimore County  
County Office Building  
Towson, Maryland 21204

Re: Petition for Special Exception  
Petition for Variances  
Case No: 87-126-XA Bonnie Brook Corp.

Dear Mr. Commissioner:

Enclosed please find an Entry of Appearance to be filed in the above-captioned matter. Thank you for your assistance in this regard.

Yours very truly,  
[Signature]  
Thomas L. Hennessey

TLH:ntm  
Enclosure

cc: Stephen J. Nolan, Esquire  
Lenore R. Gelfman, Esquire  
Michael McLaughlin, Jr., Esquire  
Phyllis Cole Friedman and Peter Max Zimmerman, People's Counsel

RE: PETITION FOR SPECIAL EXCEPTION : BEFORE THE ZONING COMMISSIONER  
PETITION FOR VARIANCES : OF BALTIMORE COUNTY  
SE/S of Pulaski Highway, 811' :  
N of Mohr's La., 15th District :  
BONNIE BROOK CORPORATION, : Case No: 87-126-XA  
Petitioner :

**ENTRY OF APPEARANCE**

Please enter the appearance of THOMAS L. HENNESSEY, P.A., Thomas L. Hennessey in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

THOMAS L. HENNESSEY, P.A.

By: [Signature]  
Thomas L. Hennessey  
407 West Pennsylvania Avenue  
P. O. Box 5473  
Towson, Maryland 21285-5473  
(301) 823-7710  
Attorneys for Harvey Salt Company

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of August, 1986, a copy of the foregoing Entry of Appearance was mailed to:

Stephen J. Nolan, Esquire  
Nolan, Plumhoff & Williams  
204 W. Pennsylvania Avenue  
Towson, Maryland 21204  
Attorney for Petitioner  
Michael McLaughlin, Jr., Esq.  
Iglehart & McLaughlin  
307 W. Pennsylvania Avenue  
P. O. Box 6850  
Towson, Maryland 21204  
Attorney for Protestants  
Lenore R. Gelfman, Esquire  
9123 Old Annapolis Road  
Columbia, Maryland 21045  
Co-Counsel for Petitioner  
Phyllis Cole Friedman, People's Counsel  
Peter Max Zimmerman, Deputy People's Counsel  
Room 223, Court House  
Towson, Maryland, 21204  
People's Counsel for Baltimore County

[Signature]  
Thomas L. Hennessey

Stephen J. Nolan, Esquire  
Nolan, Plumhoff & Williams, Chartered  
204 West Pennsylvania Avenue  
Towson, Maryland 21204  
August 11, 1986

**NOTICE OF HEARING**

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCES  
SE/S of Pulaski Highway, 811' N of Mohr's La.  
15th Election District  
Bonnie Brook Corporation - Petitioner  
Case No. 87-126-XA

TIME: 9:30 a.m.  
DATE: Thursday, September 25, 1986  
PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

[Signature]  
Zoning Commissioner  
of Baltimore County

BAIT:med  
BALTIMORE COUNTY, MARYLAND  
OFFICE OF FINANCE-REVENUE DIVISION  
MISCELLANEOUS CASH RECEIPT  
No. 025840  
DATE 8/11/86 ACCOUNT 01-615-000  
Case No. 87-126-XA  
AMOUNT \$ 200.00  
RECEIVED FROM STEPHEN J. NOLAN, Esq.  
FOR BONNIE BROOK CORP. TOWSON, MD.  
VALIDATION OR SIGNATURE OF CASHIER

6 - Copy of this Notice mailed

Mr. McLaughlin by med]

**TRAVEL TRAILER**



**ENTER YOURS**  
3a

3a

CRG Meeting of April 24, 1986  
Pulaski Mobile Home Park

1. 2 to 10 year peak SWM is required throughout the site. 100 year SWM may be required for the western portion of the site if drainage or flooding problems exist downstream.
2. Infiltration of runoff from the one inch storm must be investigated with final design. Any SWM facility utilizing infiltration must be privately maintained.
3. The CRG plan indicates significant diversion of drainage area. This may change the final release rates from the proposed ponds.
4. The SWM pond on the east side of the site must minimize impact to hydro (4v) soils & it may, in fact, have to be moved outside these soil limits.
5. The 100 year flood plain for the 2 streams through the site will be verified at final design. A standard step or HEC-2 analysis will be required for each. No grading or construction other than utilities & road crossings are allowed in the flood plain.
6. The proposed culvert at the north corner of the site must meet all County design requirements.

James L. Thomas  
4/1/86

DEPARTMENT OF TRAFFIC ENGINEERING  
BALTIMORE COUNTY, MARYLAND

TO : Mr. James Markle Date: 4-23-86  
FROM : C. Richard Moore  
SUBJECT: C.R.G. Comments

PROJECT NAME: Pulaski Mobile Home Park C.R.G. PLAN: X  
PROJECT NUMBER & DISTRICT: 86071 DEVELOPMENT PLAN:  
LOCATION: Pulaski Hwy. & Mohrs La. RECORD PLAT:

Mohrs La. will need to be improved offsite to provide 24 ft. of paving. Also, an offsite 15 to 1 taper back to existing paving will be needed west of the onsite widening shown on the drawing.

Grading and clearing and areas kept free of sight obstructions will be needed for the first 10 ft. behind the edge of paving for all of the proposed roads. These 10 ft. wide areas will need to be shown on future plans including the final development plan.

C. Richard Moore  
Deputy Director  
Department of Traffic Engineering

CRM:GMJ:lt

SUBJECT: COUNTY REVIEW GROUP COMMENTS  
FROM: OFFICE OF PLANNING AND ZONING  
DATE: April 23, 1986  
PROJECT NAME: PULASKI MOBILE HOME PARK  
COUNCIL & ELECTION DISTRICT: XV-415  
PLAN: XXXXXXXXXXXXXXXXXX  
PLAN EXTENSION:  
REVISED PLAN:  
PLAT:

The Office of Planning has reviewed the revised plan dated April 18, 1986 and submits the following comments:

A large area of this site is wooded. The plan should clearly indicate the extent of the existing tree cover that will be retained.

Existing trees in the 75' setback area must be retained. Where necessary, additional planting should be provided in the setback areas adjacent to residential properties to enhance the visual screening of the development.

A final landscape plan must be approved by this office prior to issuance of building permits.

Gary Kerns  
Gary Kerns

BALTIMORE COUNTY, MARYLAND

SUBJECT: COUNTY REVIEW GROUP COMMENTS  
FROM: ZONING OFFICE  
DATE: April 24, 1986

PROJECT NAME: PULASKI MOBILE HOME PARK  
LOCATION: SE/S of Pulaski Highway, NE of Mohr's Lane  
DISTRICT: 15th Election District  
PLAN: 3/4/86  
DEVELOPMENT PLAN:  
PLAT:

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

|            |                                                                                                                                                                                                    |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 82-50-XA   | Hearing for Special Exception for trailer park                                                                                                                                                     |
| 8/27/81    | Order for Special Exception GRANTED with restrictions; Order for Variance GRANTED by Deputy Zoning Commissioner                                                                                    |
| 11/12/81   |                                                                                                                                                                                                    |
| 84-175-SFH | Special Hearing for utilization of Special Exception to be extended for three (3) years from 11/12/81                                                                                              |
| 1/16/84    | Ordered by Zoning Commissioner that Special Hearing be GRANTED                                                                                                                                     |
| 1/19/84    | Appealed by People's Counsel - \$85.00 paid                                                                                                                                                        |
| 2/17/84    | Pursuant to People's Counsel filing a Motion for Dismissal, Board of Appeals hereby DISMISSED this case's appeal                                                                                   |
| 4/3/84     |                                                                                                                                                                                                    |
| 85-359-SFH | Accepted for filing - Special Hearing for an amendment to the site plan in Special Exception Case No. 82-50-XA and 84-128-SFH to change the layout of the trailer park and amend the restrictions. |
| 2/27/85    | Hearing held                                                                                                                                                                                       |
| 6/12/85    | Continuation requested by David M. Lyon, Attorney for Owner                                                                                                                                        |
| 9/13/85    |                                                                                                                                                                                                    |
3. The current plan and layout has changed from the revised 6/12/85 plan. Petitioner's Exhibit 2, included in the current continued case. The 75 ft. required setback was not shown in the areas not covered by the original variance. This requirement would render some of the lots shown useless, unless additional variances were applied for and reposting and readvertising would be required for this additional request. Also, the 25 ft. required separation between trailers should be shown on the typicals and the proposed trailer pads should be included as on all previous plans.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. Brooks Stafford, Director  
TO: Environmental Support Services Date: April 21, 1986 - Revised  
FROM: Rocky Powell  
Waste and Water Quality Management  
SUBJECT: ENVIRONMENTAL EFFECTS REPORT Pulaski Mobile Home Park  
(Name)  
CRG MEETING April 24, 1986 11:00 am  
(Date) (Time)

PLAN REVIEW NOTES

1. 201st lot trailer park on 47.943 acres  
(Describe Site)
2. Public water and Public sewer is proposed.
3. One stream crosses site, one stream crosses immediately adjacent to site, two intermittent streams cross site
4. Alluvial (A) and Fallington (F) soils  
(Describe wetland soils on-site)
5. Storm Water Management is required.
6. 12.5 acres proposed impervious area.

RESPONSES

The Environmental Effects Report is not approved. In order to receive approval, the following checked items/conditions must be met.

The Environmental Effects report is approved, subject to the following checked items/conditions.

- A. No development is allowed in Alluvial (A), Fallington (F) soils (name & symbol)
- B. A revised site plan indicating no development in must be submitted.

Mr. Brooks Stafford  
Environmental Effects Report Pulaski Mobile Home Park  
(Name)  
Page Two

1. The developer must follow the Health Department Wetland Guidelines.
2. (Other)

C. BEST MANAGEMENT PRACTICES

1. All areas except that used for buildings, sidewalks and paved parking will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.
2. Dirt and debris accumulating on private roads and parking lots will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, monthly.
3. Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.
4. Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Service.
5. Filling will not occur in grassed or lined drainage ditches or swales.
- 6.

Note on Final Development Plan and Record Plat indicating no clearing or grading in wetlands.

COUNTY REVIEW GROUP  
COMMENTS ON PROPOSED SUBDIVISION PLANS  
BALTIMORE COUNTY DEPARTMENT OF HEALTH

PULASKI MOBILE HOME PARK

Subdivision Name, Section and/or Plat

Acquist National Corp. of MA  
Developer and/or Engineer  
Watershed No. of Lots or Units Total Acreage Public Water Public Sewer

COMMENTS ARE AS FOLLOWS:

- Soil percolation tests are required; a minimum of two test are required within a designated 10,000 square foot sewage disposal reserve area. For further information regarding these requirements, contact this office at 494-2762.
- Soil percolation test have been conducted. Revised plans, must be submitted prior to approval of plat, are not required and the plat can be approved as submitted. Contact this office for more complete information, 494-2762.
- Public sewers, public water, must be utilized and/or extended to serve the property.
- A Hydrogeological Study and Environmental Effects Report for this subdivision, must be submitted, are not required, is incomplete and must be revised, has/have been reviewed and approved.
- A Water Appropriation Permit Application, must be submitted, has been submitted. NOTE: Greater than 33 lots necessitates a public hearing with Water Resources Administration as part of the permit process.
- It is recommended the plan, be approved as submitted, be approved as submitted subject to the following conditions noted: on the attached same dated 4-21-86 and below
- It is recommended this plan not be approved at this time. See revisions and/or comments.

REVISIONS AND/OR COMMENTS:

1. The sewage disposal systems and wells, the rendered on plat must be located and shown on a revised plan. The wells must be backfilled by a licensed well driller and well abandonment reports submitted to this office. The sewage disposal systems must be pumped and backfilled or removed. If the holes are to remain, connection to public utilities must be made when available.
2. The junk and debris located to the rear of 10039 Pulaski Highway must be landfilled, not buried on site. This must be accomplished prior to record plat.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

EUGENE A. ROBER, Chief  
TO: Office of Planning and Development Div.  
Office of Planning and Zoning Date:  
FROM: Comprehensive Planning Division  
Office of Planning and Zoning  
SUBJECT: CRG Comments on Pulaski Mobile Home Park  
GENERAL COMMENTS:

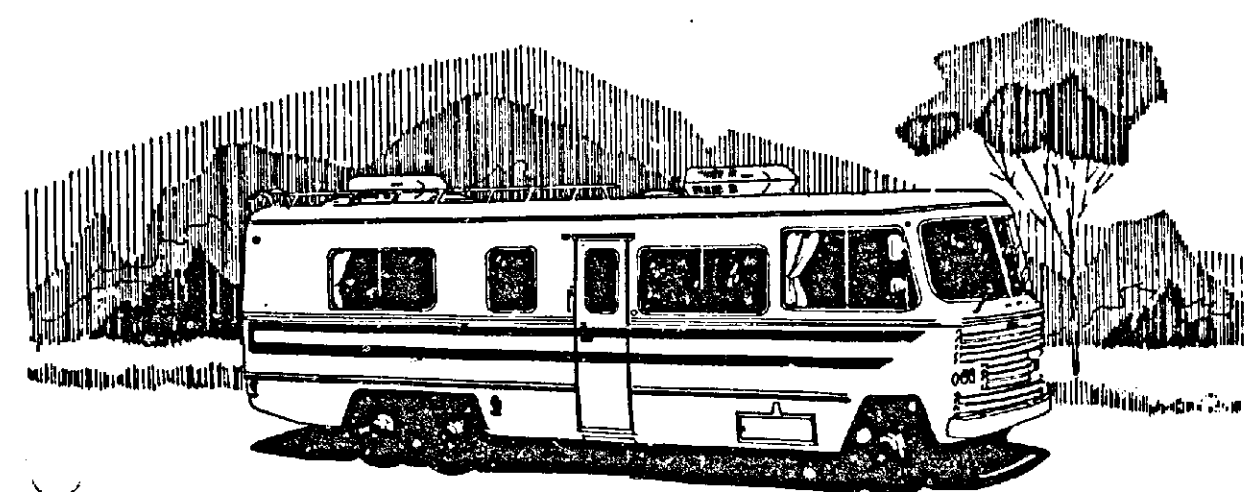
HISTORICAL COMMENTS:  
No known historical or archaeological sites. -U.M.C.

ENVIRONMENTAL COMMENTS:  
Red Nation 404 Permit from the  
Very difficult to find soils lines. Cannot locate Fallington soils (they are hydric). Must clarify these lines to determine that no development occurs on these soils. Clarify mitigation plan for sandy & clayey soil (G.B.; L.Y.D.)

TRANSPORTATION COMMENTS: Recommend that this subdivision be eliminated due to noise impacts from Pulaski Highway. How will stream be crossed?

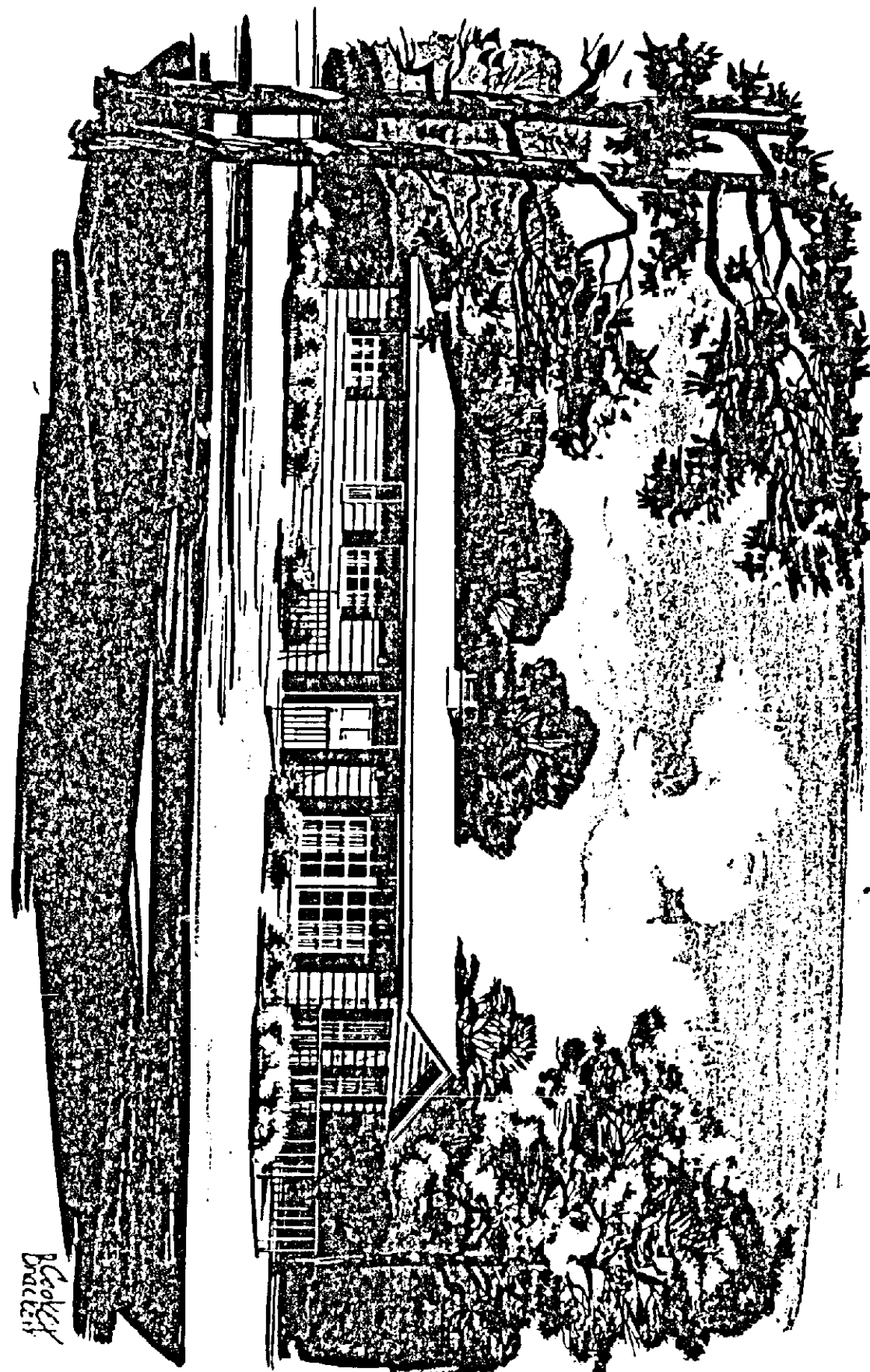
COASTAL CRITICAL AREA COMMENTS:

# MOTOR HOME



PETITIONER'S  
EXHIBIT 3d

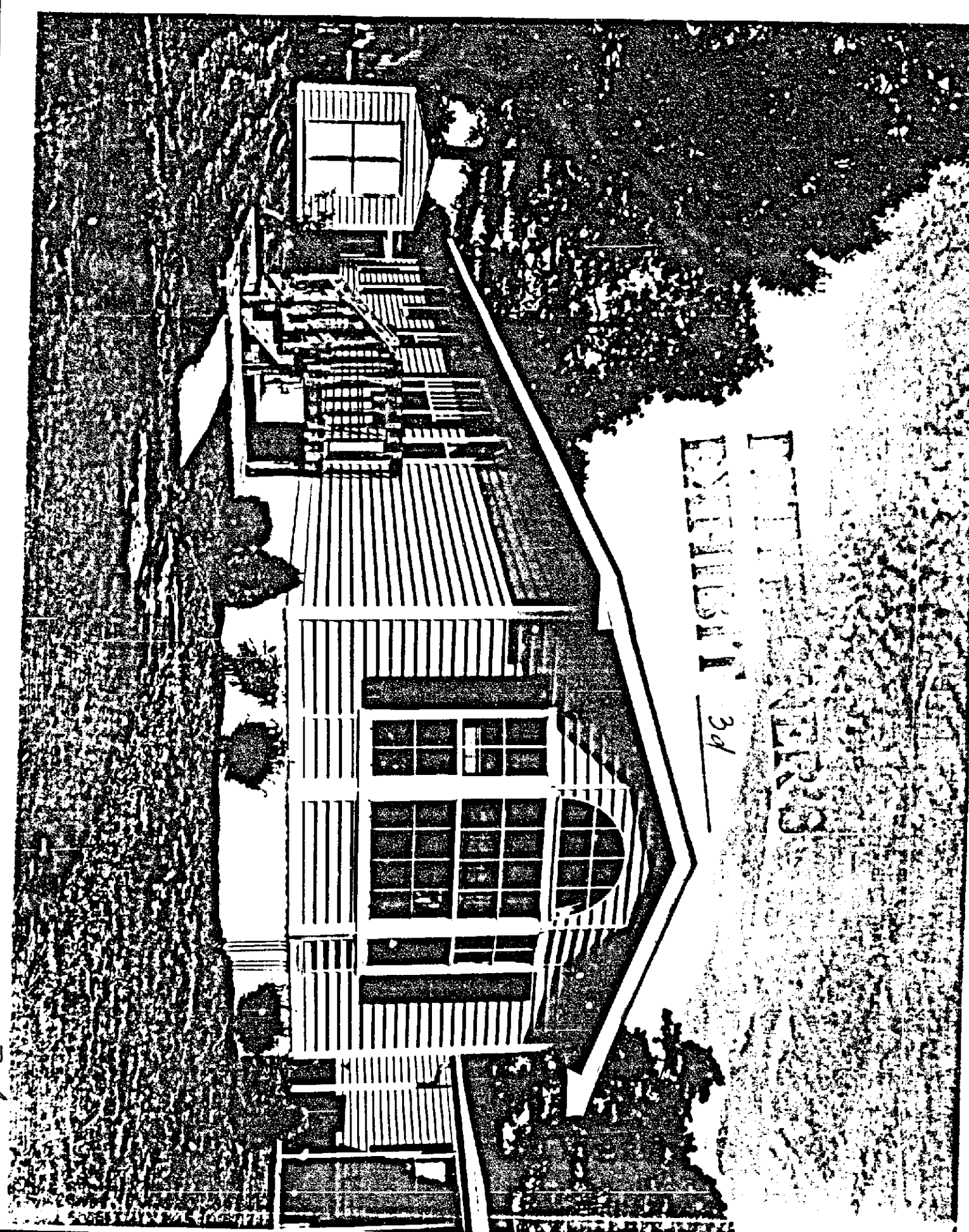
3d



Manufactured Housing

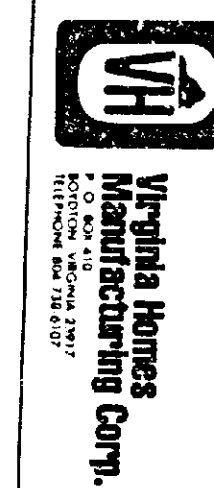
PETITIONER'S  
EXHIBIT 3c

3c



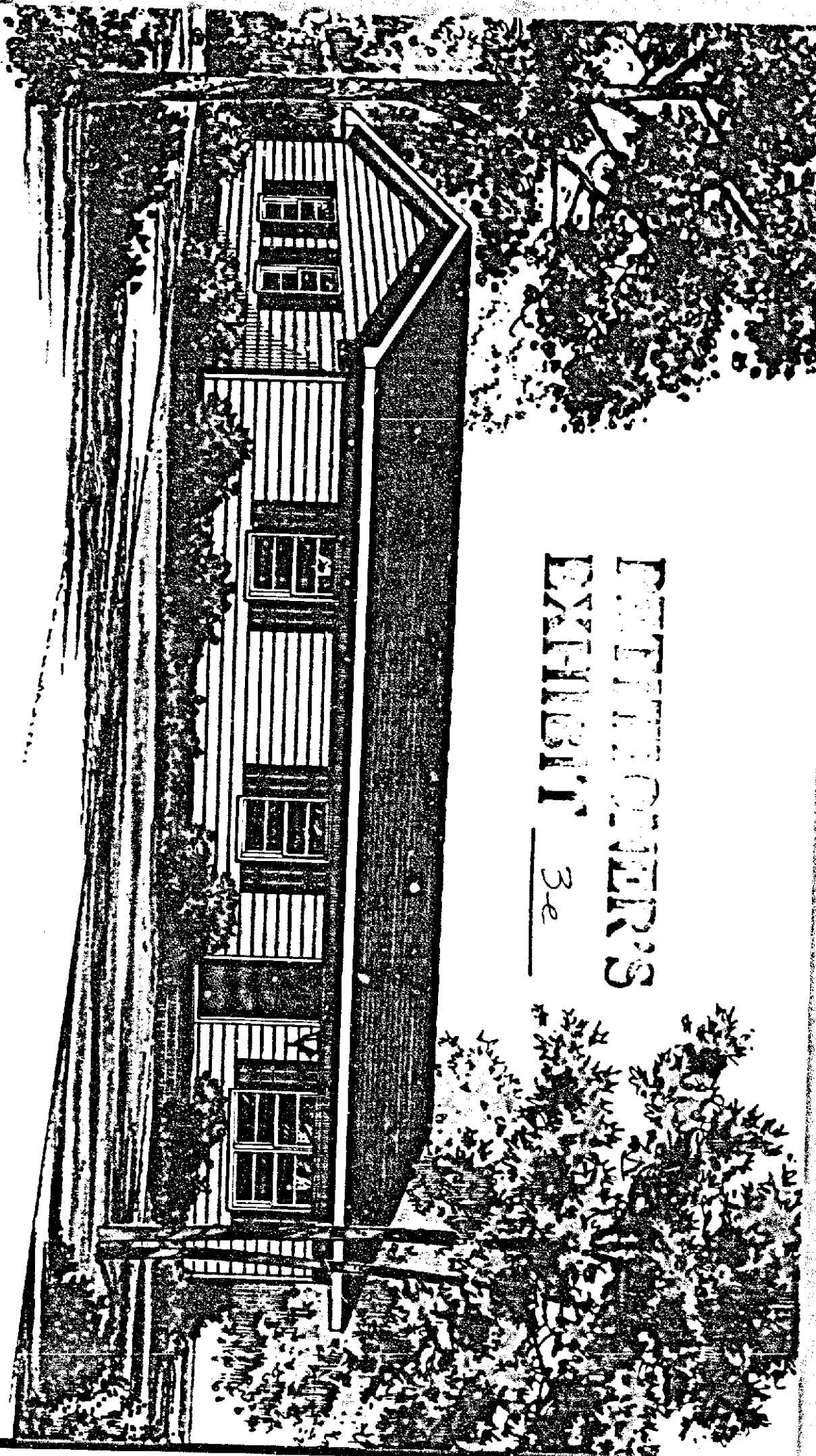
PETITIONER'S  
EXHIBIT 3d

3d



VIRGINIA SERIES I

3d



PETITIONER'S  
EXHIBIT 3e

87-126-XA

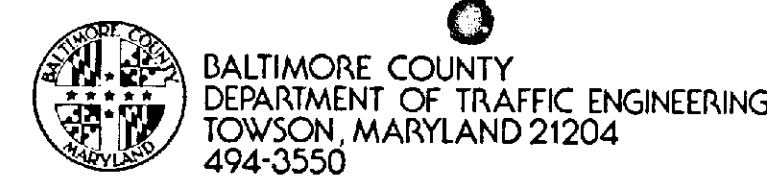
## BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

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

Your petition has been received and accepted for filing this  
11th day of August, 1986.

*Arnold Jablon*  
ARNOLD JABLON  
Zoning Commissioner

Petitioner: Bonnie Brook Corporation Received by: James E. Dyer  
Petitioner's Attorney: Stephen J. Rotman, Esquire Chairman, Zoning Plans  
Advisory Committee



STEPHEN E. COLLINS  
DIRECTOR

September 5, 1986

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

Item No. 62 -ZAC-  
Property Owner:  
Location:  
Existing Zoning:  
Proposed Zoning:

Meeting of August 26, 1986  
Bonnie Brook Corporation  
SE/S Pulaski Highway, 811 feet N Mohrs  
Lane  
M.H.  
Variance to permit trailers to be located  
within 50 feet of a road in lieu of 100  
feet and to permit trailers and other  
structures to be located within a minimum  
distance of 15 feet from a boundary line in  
lieu of the required 75 feet and a Special  
Exception for a trailer park  
47.9 acres  
15th Election District

Area:  
District:

Dear Mr. Jablon:

Please see the C.R.G. comments for this site.

Very truly yours,

*Michael S. Flanagan*  
Michael S. Flanagan  
Traffic Engineer Associate II

MSF:lt

9/25  
87-126-XA

## BALTIMORE COUNTY, MARYLAND

### INTER-OFFICE CORRESPONDENCE

Arnold Jablon  
TO: Zoning Commissioner Date: September 3, 1986  
Norman E. Gerber, AICP  
FROM: Office of Planning and Zoning  
SUBJECT: Zoning Petition No. 87-126-XA

The CRG plan (XV-415) was approved on July 10, 1986.

*Norman E. Gerber*  
Norman E. Gerber, AICP  
Director

NEG:JGH:slm

CPS-008

## BALTIMORE COUNTY, MARYLAND

### INTER-OFFICE CORRESPONDENCE

Arnold Jablon  
TO: Zoning Commissioner Date: September 3, 1986  
Norman E. Gerber, AICP  
FROM: Office of Planning and Zoning  
SUBJECT: Zoning Petition No. 87-126-XA

The CRG plan (XV-415) was approved on July 10, 1986.

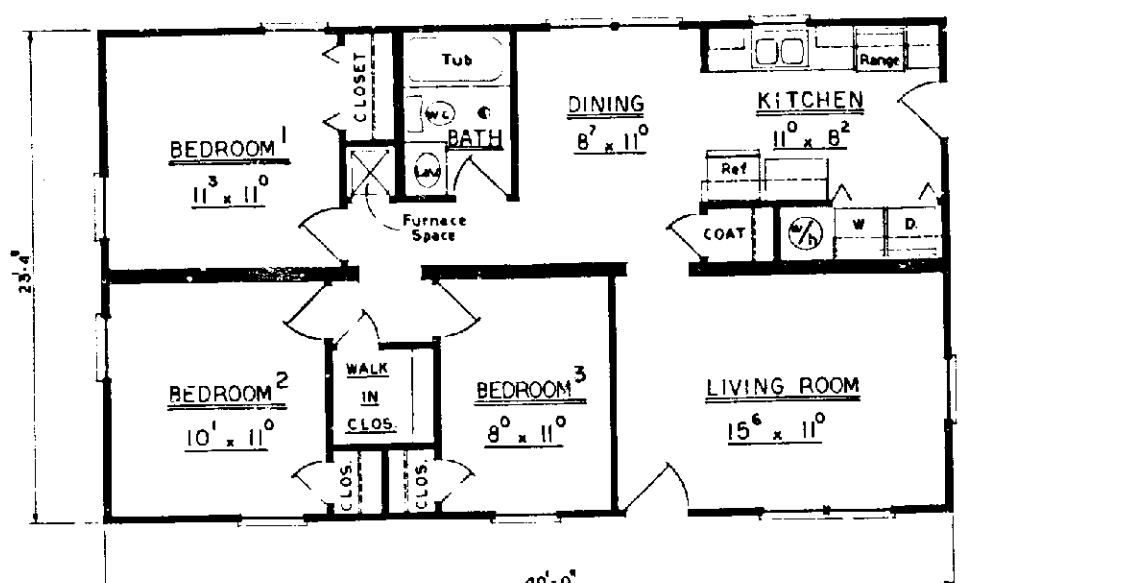
*Norman E. Gerber*  
Norman E. Gerber, AICP  
Director

NEG:JGH:slm

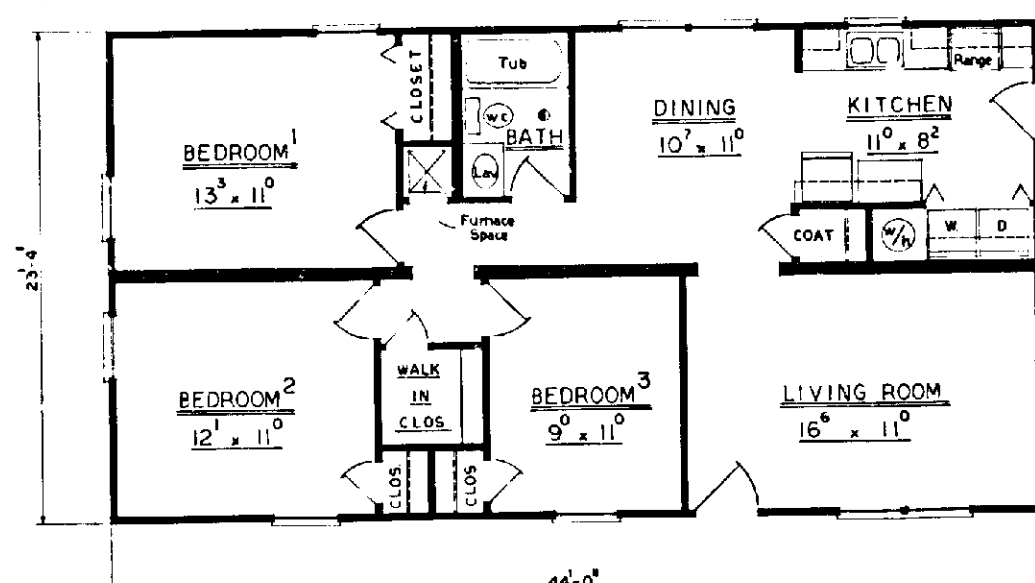
CPS-008

VIRGINIA SERIES I

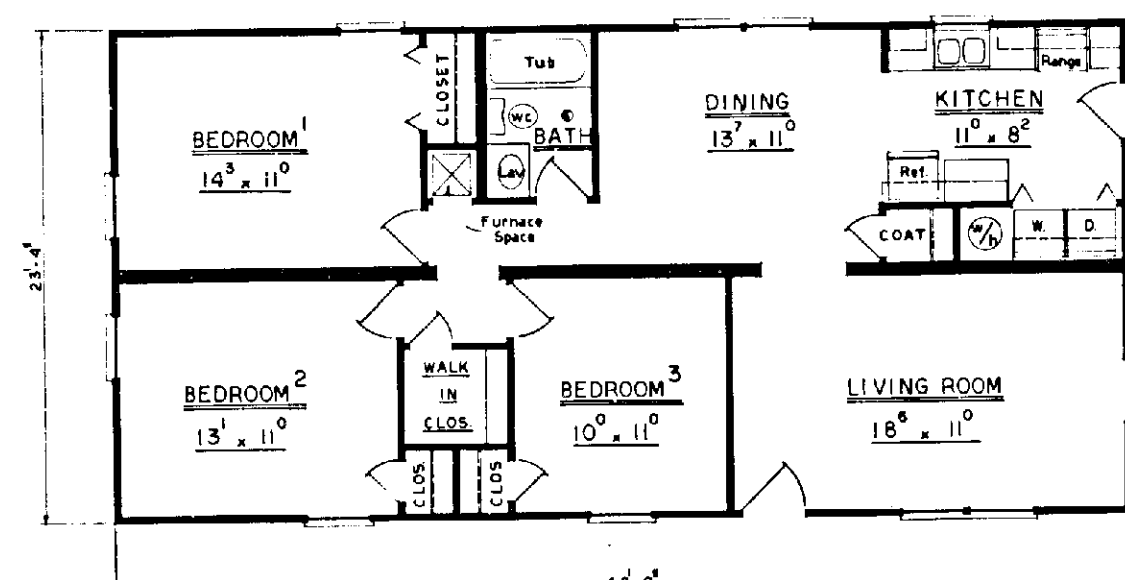
Virginia Homes  
Manufacturing Corp.



SOUTHSIDE PLAN NO. 7806-3



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



BLUERIDGE PLAN NO. 7806-6

Prices and specifications subject to change without notice or obligation.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: OFFICE OF THE ZONING COMMISSIONER Date: August 31, 1987  
FROM: County Board of Appeals  
SUBJECT: Closed File -- Case No. 87-126-XA

Since no further appeals have been taken regarding the subject file, we are closing and returning same to you (Bonnie Brook Corporation, Case No. 87-126-XA).

Kathi Weidenhamer

Attachment

Per 8/9/87 zoning meeting

CPS-008

White Marsh Middle River Community ASSOCIATION

RESOLVED: That the position of the White Marsh Middle River Community Association as adopted by the (Board of Directors) (Zoning Committee) & related on the zoning matter known as: Pulaski Mobile Home Park (Bonnie Brook)

is that: 1. The proposed park violates equal protection of the laws with respect to zoning and taxes. 2. Creates problems w/ sewage management; discount shopping center across the street; policy, fire, traffic protection, and other matters.

AS WITNESS OUR HANDS AND SEAL THIS 16th DAY OF June 1987.

ATTEST: White Marsh Middle River Community ASSOCIATION

William D. Bryan Secretary Ellen A. Hooper President

White Marsh Middle River Community ASSOCIATION

RESOLVED: That at the 1st meeting of the White Marsh Middle River Community Association held on June 16, 1987, it was decided by the Association that responsibility for review and action on all zoning matters for the period 1987 and prior thereto with respect to pending actions be placed in the (Board of Directors) (Zoning Committee) consisting of the following members:

Martin W. Bogdan Paul Mittermeier

AS WITNESS OUR HANDS AND SEAL THIS 16th day of June 1987.

ATTEST: White Marsh Middle River Community ASSOCIATION

William D. Bryan Secretary Ellen A. Hooper President

AFFIDAVIT

STATE OF MARYLAND  
BALTIMORE COUNTY, SS:

TO WIT: I hereby swear upon penalty of perjury that I am currently a duly elected member of the (Board of Directors) (Zoning Committee) of the White Marsh Middle River Association.

ATTEST: William D. Bryan Secretary Ellen A. Hooper President

IOLEHART & McLAUGHLIN

ATTORNEYS AT LAW  
301 W. ALLEGHENY AVENUE  
P.O. BOX 8880  
TOWSON, MARYLAND 21204

June 15, 1987

FRANCIS W. IOLEHART  
J. MICHAEL McLAUGHLIN, JR.  
AND W. PASTOROVICH  
ELIZABETH A. VARNI  
\*ADMITTED IN MARYLAND D.C.

TELEPHONE:  
(301) 828-0711

Norman E. Gerber, Director  
Planning and Zoning for Baltimore County  
ATTN: PAT MASKOVYAK  
County Courts Building - 4th Floor  
401 Dorsley Avenue  
Towson, MD 21204

RE: Pulaski Mobile Home Park Subdivision - Case No. CBA86-131  
Bonnie Brook Corporation - Case No. 87-126-XA  
Hearing Date: Thursday, June 18, 1987 - 10:30 A.M.  
I & M File No. 86.708

Dear Ms. Maskovyak:

You will recall on June 9, 1987 you were served with a subpoena from the County Board of Appeals, for Mr. Gerber to appear and produce a document at the above hearing. That subpoena was incorrect for the following reason: It indicated a hearing scheduled for "Tuesday" June 18 at 10 a.m. instead of the correct date and time of Thursday, June 18, 1987 at 10:30 a.m. Enclosed you will find a corrected application for subpoena for your records.

Kathy Weidenhamer, Board of Appeals' secretary, telephoned this office on the afternoon of June 9, 1987 and informed she had notified you that same day of the correct hearing date and time. Accordingly, it is presumed there will be no necessity for this office to formally have the subpoena reissued. In the event you do not agree with the above, kindly advise.

If you should have any questions, please do not hesitate to contact me. Thank you for your consideration.

Very truly yours,

IOLEHART & McLAUGHLIN

By: Elizabeth A. Varni

ENCL  
Enclosure  
cc: Kathy Weidenhamer

RECEIVED  
COUNTY BOARD OF APPEALS  
JUN 19 1987

LAW OFFICES

Thomas L. Hennessey, P.C.

AREA CODE 301 823-7710

407 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4280  
RETURN MAIL ADDRESS  
BOX NO. 5473  
TOWSON, MARYLAND 21205-5473

May 18, 1987

Ms. Kathi C. Weidenhamer, Administrative Secretary  
County Board of Appeals of Baltimore County  
Court House, Room 200  
Towson, Maryland 21204

Re: Case No: 87-126-XA  
Bonnie Brook Corporation  
SE/S Pulaski Highway, 15th Election District

Dear Ms. Weidenhamer:

Apparently, the notice on the above-captioned matter crossed in the mail with my letter advising that I could not be available on the 11th due to past scheduling. I have not marked my calendar for June 11, 1987, and if it is the Board's intention to proceed on that day regardless of my jury trial in Howard County, please advise. Thank you.

Yours very truly,

Thomas L. Hennessey

TLH:ntm

cc: J. Michael McLaughlin, Esquire  
Stephen J. Nolan, Esquire  
Mr. Louis W. Hammen

RECEIVED  
COUNTY BOARD OF APPEALS  
JUN 19 1987

9/5  
Dear William,  
Case in Howard Co  
begins June 8. Anticipates  
at least 5 days. His  
witnesses alone require  
3 days. Cannot postpone  
at this point. H.

AREA CODE 301 823-7710

407 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4280  
RETURN MAIL ADDRESS  
BOX NO. 5473  
TOWSON, MARYLAND 21205-5473

Re: Case No: 87-126-XA  
Bonnie Brook Corporation  
SE/S of Pulaski Highway, 15th Election District  
10/30/86 - D.Z.C. Granted Special Exception and  
Variance with Restrictions

Dear Members of the Board:

In connection with the request to continue the above-entitled hearing which commenced on Tuesday, May 12, 1987, I feel that this particular office cannot be available for hearing on June 11, 1987. The reason I state this is that I am involved in a case in Howard County which is Hadley, Frank R. v. Hall, William, Case No: 85 CA 02022. This case was originally scheduled for trial earlier in the year and was postponed until May 4, 1987, and subsequently postponed until June 8th. The case involves an automobile accident which happened on August 5, 1982. The Plaintiff's part of the case has been estimated for 3 days. In addition to contested liability, the defense indicates a strong contest as to the medical damages claimed in view of an intervening Worker's Compensation matter.

I had advised you that I would try and rearrange the case to be available on June 11, 1987. In doing this I neglected the most important person in regard to my request for a postponement who was my client (who was seriously injured in the accident) and who has waited quite some time to have this case go forward and has already gone through several postponements. He objects to any further postponements of his case and I believe rightly so. I am afraid that I will have to accept the August date which was offered in addition to the June 11th date and I would hope that we can commence at that time. I have advised Michael McLaughlin by telephone and am advising Mr. Nolan by sending him a copy of this letter, that I feel that the June 11th date is unrealistic for this office since the case will take its full allotted time and there is no reasonable hope of settlement.

Yours very truly,  
Thomas L. Hennessey

TLH:ntm

cc: J. Michael McLaughlin, Esquire  
Stephen J. Nolan, Esquire

RECEIVED  
COUNTY BOARD OF APPEALS  
JUN 15 1987

LAW OFFICES  
Thomas L. Hennessey, P.C.

May 15, 1987

J. Michael McLaughlin, Esquire  
307 W. Allegheny Avenue  
Towson, Maryland 21204

Re: Case No. 87-126-XA  
Bonnie Brook Corporation  
SE/S of Pulaski Highway, 15th Election District  
10/30/86 - D.Z.C. Granted Special Exception and  
Variance with Restrictions

Dear Mr. McLaughlin:

Attached is a copy of my letter to the County Board of Appeals concerning the continuation of the above-entitled case. I was attempting to accommodate the Petitioner when I agreed to attempt to make the case be continued on June 11, 1987. I find that I have made a mistake. I just could not ignore the rights of my client who has waited on his case for quite some time through several postponements; and in considering this, I feel that I just cannot consent to the June 11th continuation. I am sorry and the attached letter to the Board gives all of the factors concerning the case; and in my opinion, that this matter is not one which will be settled and also that it is one which will be tried.

Yours very truly,

Thomas L. Hennessey

TJH:tm  
Enclosure

cc: County Board of Appeals of Baltimore County

RECEIVED  
COUNTY BOARD OF APPEALS  
MAY 15 1987

AREA CODE 301 923-7710

407 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4290  
RETURN MAIL ADDRESS  
BOX NO. 5473  
TOWSON, MARYLAND 21205-5473

IGLEHART & McLAUGHLIN  
ATTORNEYS AT LAW  
307 W. ALLEGHENY AVENUE  
P.O. BOX 6850  
TOWSON, MARYLAND 21204

May 12, 1987

FRANCIS M. IGLEHART  
J. MICHAEL McLAUGHLIN, JR.  
JOHN M. HARTMANOWICZ  
ELIZABETH A. YANKE  
\*ADMITTED IN MARYLAND & D.C.

William Hackett, Chairman  
County Board of Appeals  
Room 200  
Court House  
Towson, Maryland 21204

RE: Bonnie Brook Corporation  
Case No. 87-126-XA  
Pulaski Mobile Home Park Subdivision  
Case No.: CBA-86-131  
I&M File No.: 86.708

Dear Mr. Hackett:

Please be advised I represent the protestants in the above two cases. My clients are the only Appellants in the latter case and co-Appellants in the former case. I also represent a Defendant in Rank v. Quaster, Circuit Court for Baltimore County, Case No. 84 E 2144. That case was tried yesterday before the Honorable John F. Fader II. It was scheduled to be a five to six hour case. The matter due to a confusing factual issue pertaining to the other party required testimony of one of the judges of the Circuit Court and the loss of the entire day being spent on the argument of a Motion to Dismiss the case, which Motion was denied at the end of the day.

The case is scheduled to resume today at 10:00 a.m. This creates a conflict with the above cases. For that reason a request for a continuance is made on behalf of my clients due to the inability to appear before you today. No other request for a continuance has been made by me in this matter. But for the continuation of the aforementioned case in the Circuit Court for Baltimore County, no continuance would be requested. But for the lack of knowledge of the fact the case was not going to be concluded yesterday, the continuance would have been requested earlier.

If there are any questions, please do not hesitate to contact me. Thank you for your consideration.

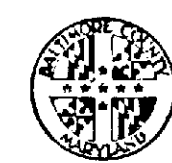
Very truly yours,

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

jmm/02

cc: Thomas L. Hennessey, Esquire  
Stephen J. Nolan, Esquire

RECEIVED  
COUNTY BOARD OF APPEALS  
MAY 12 1987



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

ARNOLD JABLON  
ZONING COMMISSIONER

JEAN M. H. JUNG  
DEPUTY ZONING COMMISSIONER

November 28, 1986

J. Michael McLaughlin, Jr., Esquire  
Iglehart & McLaughlin  
P.O. Box 6850  
Towson, Maryland 21204

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCE  
SE/S of Pulaski Highway, 811' N of Mohrs La.  
Bonnie Brook Corporation - Petitioner  
Case No. 87-126-XA  
Your File 86.708

Dear Mr. McLaughlin:

I am returning your check made payable to "Baltimore County, Maryland", in the amount of \$190.00, in connection with the receipt of an appeal from you on behalf of the White Marsh/Middle River Community Action Committee. Will you please void this check and reissue a new one in the amount of \$205.00 to cover the cost of this appeal - \$100.00 for Special Exception, \$75.00 for Variance, \$30.00 for two signs to be posted on the property.

Thank you.

Very truly yours,

Margaret E. du Bois  
Margaret E. du Bois  
Appeals Clerk  
Zoning Office

Enclosure

PAID TO THE ORDER OF:  
Baltimore County, Maryland  
DATE: 11/24/86  
AMOUNT: \$190.00  
CHECK NO.: 002411  
J. Michael McLaughlin, Jr.  
TOWSON, MARYLAND 21204

IGLEHART & McLAUGHLIN  
ATTORNEYS AT LAW  
307 W. ALLEGHENY AVENUE  
P.O. BOX 6850  
TOWSON, MARYLAND 21204

November 25, 1986

FRANCIS M. IGLEHART  
J. MICHAEL McLAUGHLIN, JR.  
JOHN M. HARTMANOWICZ  
M. CATHERINE MULLER  
DAVID J. SMITH  
ELIZABETH A. YANKE  
\*ADMITTED IN MARYLAND & D.C.

HAND DELIVERED  
Arnold Jablon, Zoning Commissioner  
Baltimore County Office of Planning & Zoning  
Towson, Maryland 21204

RE: Petition for Special Exception and Variance  
SE/S of Pulaski Highway, 811' N of Mohrs Lane  
Bonnie Brook Corporation  
15th Election District  
Case No. 87-126-XA  
I & M File 86.708

Dear Mr. Jablon:

Enclosed is a check made payable to Baltimore County, Maryland in the amount of One Hundred Ninety Dollars (\$190.00).

Pursuant to Title 22, Section 22-32 of the Baltimore County Code, 1978 as amended, please note the appeal of White Marsh/Middle River Community Action Committee. The enclosed check is to cover the cost of the proceeding before the County Board of Appeals (\$175.00) and the posting expense as established by the County Administrative Officer (\$15.00) which are required pursuant to Article 5, Section 501.8 of the Baltimore County Zoning Regulations.

If there are any questions, please do not hesitate to contact this office. Thank you for your consideration.

Very truly yours,

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

JMM/ljh

Enclosures

Rec'd  
11/26/86  
mjd

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

September 2, 1986

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

cto

Chairman

MEMBERS

Bureau of  
Engineering  
Department of  
Traffic Engineering  
State Roads Commission  
Bureau of  
Fire Prevention  
Health Department  
Project Planning  
Building Department  
Board of Education  
Zoning Administration  
Industrial  
Development

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

RE: Item No. 62 - Case No. 87-126-XA  
Petitioner: Bonnie Brook Corporation  
Petitions for Zoning Variance and Special  
Exception

Dear Mr. Nolan:

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

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

Very truly yours,

James E. Dyer  
James E. Dyer  
Chairman  
Zoning Plans Advisory Committee

JED:kbb

Enclosures

cc: Whitman, Reardon and Associates  
2315 Saint Paul Street  
Baltimore, Maryland 21218

BALTIMORE COUNTY DEPARTMENT OF HEALTH

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

Zoning Item # 62, Zoning Advisory Committee Meeting of 8-26-86

Property Owner: Bonnie Brook Corp

Location: SE/S Pulaski Hwy, 811' N Mohrs Ln. District 15th

Water Supply: meter Sewage Disposal: meter

COMMENTS ARE AS FOLLOWS:

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

WWQ 1 4/86  
2/5/86

Zoning Item # 62 Zoning Advisory Committee Meeting of 8-26-86

Page 2

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

Jan J. Forrest, Director  
BUREAU OF ENVIRONMENTAL SERVICES

WWQ 2 4/86

## BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE CORRESPONDENCE

Susan Carrell, Acting Chief  
TO: Current Planning & Development Division Date: 26 APR 1986

FROM: Community Planning Division

SUBJECT: County Review Group Comments On PULASKI MOBILE HOME PARK

## GENERAL COMMENTS:

ENVIRONMENTAL/OPEN SPACE COMMENTS:

ZONING COMMENTS:

TRANSPORTATION COMMENTS:

MASTER PLAN CONSISTENCY:

BASIC SERVICES DEFICIENCIES:

MASTER WATER AND SEWER PLAN:



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

PAUL H. REINCKE  
CHIEF

BALTIMORE COUNTY, MARYLAND

DATE: APRIL 8, 1986

SUBJECT: SUBDIVISION REVIEW COMMENTS

FROM: BALTIMORE COUNTY FIRE DEPARTMENT, FIRE PREVENTION  
BUREAU, PLANS REVIEW DIVISION  
CAPTAIN JOSEPH KELLY

PROJECT NAME: PULASKI MOBILE HOME PARK

PROJECT NUMBER: CRG AGENDA 4/24/86, 11:00 AM

LOCATION: PULASKI HWY. & MOHRS LANE

DISTRICT # 15

## COMMENTS:

## CRG 01

PROPOSED BUILDINGS SHALL BE DESIGNED AND CONSTRUCTED SO AS TO MEET THE APPLICABLE PROVISIONS OF THE FIRE PREVENTION CODE AND THE NFPA 101 LIFE SAFETY CODE, 1981 EDITION.

## CRG 02

FIRE FLOW TEST IS REQUIRED TO BE CONDUCTED BY THE BALTIMORE CITY WATER DEPARTMENT AS CLOSE TO THE SITE AS POSSIBLE, SPECIFICALLY: PULASKI HWY. AND ALSO MOHRS LANE. TEST RESULTS ARE TO BE FORWARDED TO THE OFFICE OF THE FIRE PROTECTION ENGINEER.



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

PAUL H. REINCKE  
CHIEF

BALTIMORE COUNTY, MARYLAND

DATE: APRIL 15, 1986

SUBJECT: SUBDIVISION REVIEW COMMENTS

FROM: BALTIMORE COUNTY FIRE DEPARTMENT, FIRE PREVENTION  
BUREAU, PLANS REVIEW DIVISION  
CAPTAIN JOSEPH KELLY

PROJECT NAME: PULASKI MOBILE HOME PARK

PROJECT NUMBER: CRG AGENDA 4/24/86, 11:00 AM

LOCATION: PULASKI HWY. & MOHRS LANE

DISTRICT # 15

## COMMENTS:

## CRG 01

PROPOSED BUILDINGS SHALL BE DESIGNED AND CONSTRUCTED SO AS TO MEET THE APPLICABLE PROVISIONS OF THE FIRE PREVENTION CODE AND THE NFPA 101 LIFE SAFETY CODE, 1981 EDITION.

## CRG 02

FIRE FLOW TEST IS REQUIRED TO BE CONDUCTED BY THE BALTIMORE CITY WATER DEPARTMENT AS CLOSE TO THE SITE AS POSSIBLE, SPECIFICALLY: PULASKI HWY. AND MOHRS LANE. TEST RESULTS ARE TO BE FORWARDED TO THE OFFICE OF THE FIRE PROTECTION ENGINEER.

## CRG 10

FIRE MAINS SHALL BE A MINIMUM OF 8 INCHES IN DIAMETER. FIRE MAINS SHALL BE LOOPED OR GRIDDED.

BALTIMORE COUNTY, MARYLAND

SUBJECT: SUBDIVISION REVIEW COMMENTS

DATE: April 22, 1986

FROM: Edward A. McDonough, P.E., Chief  
Developers Engineering Division

PROJECT NAME: Pulaski Mobile Home Park

PROJECT NUMBER: #86071

LOCATION: Pulaski Highway and Mohrs Lane

DISTRICT: 1506

The Plan for the subject site, dated March 4, 1986, has been reviewed by the Developers Engineering Division and we comment as follows:

## GENERAL COMMENTS:

All private contracts for construction of storm drains and roads intended for public title and maintenance must be let under a contract form, proposal and attachments adopted by the Baltimore County Department of Public Works. The Developer has the option of placing the storm drains under a public contract.

All construction drawings and construction for public use shall conform with Baltimore County Department of Public Works Design Standards and Standard Specifications and Details for Construction.

The responsibilities of the Developer involving public improvements shall include the Inspection Fees, Burden and Fringe Costs incurred. Currently these charges are 3.0 times payroll for Metropolitan District Projects and 2.0 times payroll for the Capital Improvement Fund.

The Developer shall be responsible for damages to the County's facilities, such as water meters, manholes, curbs and gutters and inlets within his site. Occupancy Permits will be withheld until such damages have been corrected.

The State Health Department Construction Permits for each private utility (water, sanitary sewer and storm drains) totaling over 400 feet in length will be obtained through the Baltimore County Department of Public Works.

The construction of private utilities shall be inspected by a private inspection firm under the supervision of the Baltimore County Bureau of Construction Inspection, Department of Public Works. The construction shall be certified by a Professional Engineer prior to approval for occupancy by the Department of Permits and Licenses.

Project #86071  
Pulaski Mobile Home Park  
Page 2  
April 22, 1986

## GENERAL COMMENTS: (Cont'd)

All improvements, intersections, entrances, drainage requirements and construction affecting a State Road right-of-way are subject to the standards, specifications and approval of the Maryland State Highway Administration in addition to those of Baltimore County.

The Developer is responsible for the full cost of all highway and storm drain construction.

In accordance with Bill No. 56-82, dredging, filling or construction in any wetland is prohibited.

The Plan is satisfactory pending conformance with the following comments.

The proposed private utilities and roads shall follow County Standards for size, materials and construction details.

A Public Works Agreement must be executed by the owner and Baltimore County for the required public improvements.

## HIGHWAY COMMENTS:

It shall be the responsibility of the Developer's engineer to clarify all rights-of-way within the property and to initiate such action that may be necessary to abandon, widen or extend said rights-of-way. The Developer shall be responsible for the submission of all necessary plats and for all costs of acquisition and/or abandonment of these rights-of-way.

In accordance with Bill No. 32-72, street lights are required in all developments. The Developer will be responsible for the full cost of installation of the cable, poles and fixtures. On the public roads the County will assume the cost of the power when the streets have been accepted for County maintenance. On the private roads the County will assume the cost of the power after installation.

Ramps shall be provided for physically handicapped persons at all street intersections.

Sidewalks are required adjacent to the public roads serving this site. The walks shall be 4 feet wide and shall be installed to conform with Baltimore County Standards, which places the back edge of the sidewalk 2 feet off the property line, or the adjacent unencumbered area.

The Developer shall be responsible for construction stake-out of all highway improvements required in connection with this site and all stake-outs shall be in accordance with Baltimore County Standards.

It shall be the Developer's responsibility to have his engineer

Project #86071  
Pulaski Mobile Home Park  
Page 3  
April 22, 1986

## HIGHWAY COMMENTS: (Cont'd)

set property line control stakes on the points of curvature and points of tangency and on adjacent rights-of-way along proposed roads to be used as control for the stake-out of utilities.

Mohrs Lane is an existing road, which shall ultimately be improved as a 40-foot street cross-section on a 60-foot right-of-way.

The Developer's responsibilities along the existing road frontage of the site shall be as follows:

a. The submission of detailed construction drawings to extend a minimum distance of 200 feet beyond the limits of the site or as may be required to establish line and grade.

b. The submission of full cross-sections is deemed necessary for design and/or construction purposes. The sections are to be taken at 25-foot intervals and are to be shown on standard cross-section paper at 1"=5' horizontal to 1"=5' vertical scale.

c. The preparation of the right-of-way plat for, and the dedication of any widening and slope easements at no cost to the County.

d. The preparation of the right-of-way plats for any offsite road rights-of-way required to make the necessary improvements. Baltimore County will attempt to acquire the right-of-way, at the Developer's cost.

e. The grading of the widening and the existing road to the established grade. Where adjacent properties are adversely affected by the improvements, the Developer shall be financially responsible for the necessary repairs to these properties.

f. The relocation of any utilities or poles as required by the road improvements.

g. The construction of combination curb and gutter in its ultimate location and a maximum of 28.5 feet of paving adjacent thereto along the frontage of the property. The paving thickness shall conform with Baltimore County Standards and requirements for 11-inch thick paving.

Project #86071  
Pulaski Mobile Home Park  
Page 4  
April 22, 1986

## HIGHWAY COMMENTS: (Cont'd)

Cul-de-sacs shall be improved with a 40-foot paving radius with combination curb and gutter on a 100-foot diameter right-of-way and shall be the Developer's full responsibility.

Guard rails are required for protection to pedestrians along the 100-year flood plain and shall be the Developer's responsibility. The guard rails shall be constructed in accordance with Baltimore County Standards.

Driveways shall be constructed in accordance with Baltimore County Standards (Detail 15A), with depressed curb and 7-inch concrete aprons within the right-of-way.

The mountable concrete curb may not be used in areas with side-walks. The Plan should indicate the use of standard concrete curb and gutter.

## STORM DRAINS, SEDIMENT CONTROL AND STORM WATER MANAGEMENT COMMENTS:

The Developer is responsible for the total actual cost of drainage facilities required to carry the storm water run-off through the property to be developed to a suitable outfall. The Developer's cost responsibilities include the acquiring of easements and rights-of-way - both onsite and offsite - and the deeding in fee of said rights-of-way to the County. Preparation of all construction, rights-of-way and easement drawings, engineering and surveys, and payment of all actual construction costs including the County overhead both within and outside the development, are also the responsibilities of the Developer.

The Developer must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Developer.

Development of this property through stripping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the stripping of top soil.

In accordance with Baltimore County Council Grading Ordinance (Bill No. 13-85), a grading plan shall be approved and a Performance Bond posted prior to issuance of a grading permit.

A sediment control plan is required. The number of square feet of land disturbed shall be indicated on the sediment control drawing.

The Developer shall be responsible to stabilize the sidewalk areas and supporting slopes on all road rights-of-way following completion of the initial grading of the boxed-out subgrade. The stabilization

Project #86071  
Pulaski Mobile Home Park  
Page 5  
April 22, 1986

## STORM DRAINS, SEDIMENT CONTROL AND STORM WATER MANAGEMENT COMMENTS: (Cont'd)

shall be accomplished within the nearest period of optimum seeding as established in the Baltimore County Sediment Control Manual. Minimum acceptable stabilization measures will be as specified in the Baltimore County Sediment Control Manual under "Critical Area Stabilization (With Semi-Permanent Seedings)".

Failure by the Developer to accomplish the stabilization as aforementioned will result in the termination of all processing phases of this development.

Onsite drainage facilities serving only areas within the site are considered private. Therefore, construction and maintenance shall be the Developer's responsibility. However, a drainage area map, scale 1"=200', including all facilities and drainage areas involved, shall be shown on a plan and submitted to Baltimore County for review.

Drainage studies and storm water management drawings will be necessary to be reviewed and approved prior to the recording of any record plat or the issuance of any grading or building permits.

A permanent method for retaining storm water runoff in excess of the original runoff based on a 2-year and 100-year frequency storm must be provided on the site. In addition, 100-year storm water management may be required for the western portion of the site if drainage or flooding problems exist downstream.

Storm water management must comply with the requirements of the 1984 Baltimore County Storm Water Management Policy and Design Manual adopted September 11, 1984.

The Developer must furnish the Bureau of Public Services with a drainage study containing the following information:

a. A map of scale 1"=200', for the entire drainage area which contributes to the open stream, including a tabulation of flow quantities.

b. Field run cross-sections of the stream with the flood plain of a 100-year design storm indicated on them. These sections are to be taken at 50-foot intervals and are to be shown on standard cross-section paper at 1"=5' horizontal to 1"=5' vertical scale.

c. A profile of the stream.

d. A plan with the location of the field run cross-sections indicated.

e. Hydraulic computations which were used to establish the

Project #86071  
Pulaski Mobile Home Park  
Page 6  
April 22, 1986

**STORM DRAINS, SEDIMENT CONTROL AND STORM WATER MANAGEMENT COMMENTS: (Cont'd)**

elevation of the flood plain for each cross-section based on "The Standard Step Method" or "The U. S. Corps of Engineers Computer Program HEC-2."

f. Hydraulic computations, including inlet and outlet control analysis, which determine the size of any proposed structure within the flood plain. The Developer's engineer shall submit economically comparable alternate designs (type, size and location), with estimated construction costs included, to verify his selection.

g. The stream is to be cleared of all fallen trees, stumps and debris.

In accordance with Bill No. 56-82, filling within a flood plain is prohibited.

The Developer is responsible for the full cost of engineering of new bridges and culverts located within the development. The Developer shall be responsible for the full cost of construction of the bridges, culverts or under-road pipes for drainage areas up to 400 acres. In larger drainage areas, the Developer's responsibility shall be the base 400 acres plus one-half the remaining acreage of the drainage area expressed as a percentage of the total drainage area. A drainage study shall be submitted prior to the execution of the Public Works Agreement so as to reflect this percentage as responsibility for the proposed structure.

The rear of buildings may not be constructed within 20 feet of the limits of the flood plain as established for a 100-year flood level with a 1 foot freeboard. See Plate 19D in the Baltimore County Design Manual, dated 1982 and adopted 1983.

In conformance with Federal Flood Insurance requirements, the first floor or basement floor must be at least 1 foot over the flood plain elevation in all construction.

**WATER AND SANITARY SEWER COMMENTS:**

A preliminary print of this property has been referred to the Baltimore City Water Division for review and comment in regard to adequacy of water pressure in this development. If Baltimore City has any comments, they will be forwarded.

The Developer is responsible for any deficit to be incurred by the construction, under County contract and inspection, of public water main extension and/or public sanitary sewerage required to serve this property. He is responsible for the preparation and the cost of construction drawings and right-of-way plats required. He is further responsible for conveying any required right-of-way to Baltimore County.

Project #86071  
Pulaski Mobile Home Park  
Page 7  
April 22, 1986

**WATER AND SANITARY SEWER COMMENTS: (Cont'd)**

at no cost to the County.

Fire hydrant spacing and location are subject to review and approval by the Fire Protection Section of the Fire Department.

The Developer is responsible for the cost of capping or plugging any existing house connection not used to serve the proposed site.

This property is subject to Water and/or Sewer System Connection Charges based on the size of water meters utilized in accordance with current County Policy.

The total Water and/or Sanitary Sewer System Connection Charge is determined, and payable, upon application for the Plumbing Permit. This Charge is in addition to the normal front foot assessment and permit charges.

Water mains outside of public rights-of-way serving a proposed site improvement are considered private and shall be the Developer's full responsibility for construction and maintenance.

Onsite private water mains with fire hydrants shall be metered at the public source. The size and design of the meters shall conform with Baltimore City Standards. Permission to obtain a metered connection may be obtained from the Department of Permits and Licenses.

The Developer is entirely responsible for the construction, and the cost of the construction and maintenance, of his onsite private sanitary sewerage, which must conform with the Baltimore County Plumbing Code.

EDWARD A. McDONOUGH, P.E., Chief  
Developers Engineering Division

EAM:GDL:rs

cc: File

**Maryland Department of Transportation**

State Highway Administration

William K. Hellmann  
Secretary  
Hal Kassaroff  
Administrator

March 16, 1985

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

Attn: Mr. N. Commodari

Re: ZAC Meeting of 3-12-85  
ITEM: #253.  
Property Owner: Acquest  
National Corp. of N.A.  
Location: SE/4 Pulaski  
Highway, Route 40-E, 700'  
N. Mohr's Lane  
Existing Zoning: M.H.-1M  
Proposed Zoning: Special  
Hearing to approve an  
amendment to the site plan  
in Case No. 82-50-XA to  
allow a change to the layout  
of the proposed trailer pad  
and to amend the restriction  
applicable to the latter  
case.  
Acres: 47.935  
District: 15th

Dear Mr. Jablon:

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

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

My telephone number is (301) 650-1350

Teletypewriter for Impaired Hearing or Speech  
383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-492-5082 Statewide Toll Free  
P.O. Box 717/707 North Calvert St., Baltimore, Maryland 21203-0717

Mr. A. Jablon

-2-

March 16, 1985

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

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

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

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

Very truly yours,

Charles Lee, Chief  
Bureau of Engineering  
Access Permits

By: George Wittman

CL:GW:maw

cc: Mr. J. Ogle



**Maryland Department of Transportation**

State Highway Administration

William K. Hellmann  
Secretary  
Hal Kassaroff  
Administrator

April 14, 1986

Mr. J. Markle, Chief  
Bureau of Public Services  
County Office Building  
Towson, Maryland 21204

Re: CRG Meeting of 4-24-86  
"Pulaski Mobile Home Park"  
S/E Side of Pulaski Hwy.  
Route 40-E, North of Mohr's La.

Dear Mr. Markle:

On review of the CRG submittal of 3-4-86 for Pulaski Mobile Home Park and review of our files, the State Highway Administration finds the concept plan for CRG approval must be revised.

All access to the site (primary access) must be by way of Mohr's Lane with a secondary emergency access point located 1,000'± east of Mohr's Lane.

The emergency access to be constructed at or near the east property line must be secured by metal post with lock and chain. Any and all access must be strictly for emergency use only.

Attached for your use and review is a copy of the zoning comments of 7-16-81 (Item #226).

It is requested all Baltimore County Permits and approval be withheld until the CRG plan is revised to meet our (State Highway Administration) comments of 7-16-81.

Very truly yours,

Charles Lee, Chief  
Bureau of Engineering  
Access Permits

By: George Wittman

CL:GW:maw

Attachment

cc: Mr. J. Ogle

My telephone number is (301) 650-1350

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P.O. Box 717/707 North Calvert St., Baltimore, Maryland 21203-0717

**LAW OFFICES  
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\*ALSO ADMITTED IN D.C.

204 WEST PENNSYLVANIA AVENUE  
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OF COUNSEL  
RALPH E. DEITZ  
9026 LIBERTY ROAD  
RANDALLSTOWN, MARYLAND 21133  
(301) 928-8121  
RUSSELL J. WHITE

August 8, 1986

**HAND DELIVERY**

Mr. James Dyer  
Zoning Supervisor  
for Baltimore County  
County Office Building  
Towson, Maryland 21204

Re: New Petition for Special Exception and  
Petition for Zoning Variance -  
Petitioner: Bonnie Brook Corporation  
SE/S Pulaski Highway 850' N of c/l of  
Mohr's Lane - Formerly known as Pulaski  
Mobile Home Park

Dear Mr. Dyer:

At the hearing of a related case (No. 85-359 SPH) on August 6, 1986 before Deputy Zoning Commissioner Jung, the Petitioner, Bonnie Brook Corporation agreed to withdraw its amended Petition for Special Hearing without prejudice after the People's Counsel and J. Michael McLaughlin, the attorney for the protestants had agreed not to oppose the scheduling of an expedited hearing of a new special exception case for the property based upon the exact same CRG approved plan. It was further agreed that no one objected to Commissioner Jung hearing the new case and that the parties would attempt to work toward a new hearing date approximately five (5) weeks from August 6.

It is also my understanding that Mrs. Jung has briefly discussed this matter with you. On August 7, 1986, with the kind assistance of Commissioner Jung and the cooperation of Mrs. Friedman and Mr. McLaughlin, a new hearing date of Thursday, September 25, 1986 at 9:30 a.m. has been scheduled on the hearing calendar, subject to your approval.

Therefore, I am enclosing herewith for filing, the following Petitions and Plans:

- Three (3) signed Petitions for Special Exception for a Trailer Park;
- Three (3) signed Petitions for Zoning Variance (similar in most respects to the variances granted on November 12, 1981 in Case No. 82-50XA);
- Four (4) copies of a zoning description to accompany the Petitions as prepared by Whitman, Reardon and Associates; and
- Ten (10) copies of the Plan as revised August 7, 1986 and as approved

Mr. James Dyer

Hand Delivery

August 8, 1986

Re: New Petition for Special Exception and  
Petition for Zoning Variance  
Petitioner: Bonnie Brook Corporation

Page 2

by the County Review Group on July 10, 1986.

As noted above, it is our intention in this new zoning case to maintain strict adherence to the CRG approved plan and to proceed with the hearing on Thursday, September 25, 1986.

I would greatly appreciate the opportunity to confer with you briefly upon your return to your office on Monday morning, August 11, in order to confirm the September 25 hearing date and to address any questions or concerns which you might have.

Thank you for your consideration of these matters.

Very truly yours,

Stephen J. Nolan

SJN/tms

Enclosures

cc: Jean M. H. Jung  
Deputy Zoning Commissioner

Phyllis Cole Friedman  
People's Counsel

J. Michael McLaughlin, Esquire  
Attorney for Protestants

Thomas L. Hennessey, Esquire  
Attorney for Harvey Salt Company

William A. Green, President  
Bonnie Brook Corporation

Mr. Wesley Damb  
Whitman, Reardon and Associates

Leonard S. Hone, Esquire

Lenore R. Gelman, Esquire  
Co-Counsel

Lattimore County Board of Appeals  
Room 200 Court House  
Towson, Md 21204

Dear Court of Appeals

I would like to request  
information as to the time,  
day, month, of the hearing  
of the appeal for case no 87126XN  
also known as the Bonnie Brook  
Corp, when it is set. This would  
be greatly appreciated.

Thank you

James A. Lapham

EO 12812-1  
1313.12083000  
02415300

# Annotated Code of Maryland MOBILE HOME LAW

## REAL PROPERTY

### TITLE 8A.

#### MOBILE HOME PARKS.

##### Subtitle 1. Definitions.

- Sec. 8A-101. Definitions.
- (a) In general.
- (b) Grantee.
- (c) Mobile home.
- (d) Park owner.
- (e) Park fee.
- (f) Premises.
- (g) Rent.
- (h) Rental agreement.
- (i) Resident.
- (j) Rule.
- (k) Utility service.
- (l) Security deposit.
- Subtitle 2. Rental Agreement, Written Rental Agreement, Enclosure to Current and Prospective Residents.
- 8A-201. Duties of park owner.
- 8A-202. Rental agreement.
- Subtitle 3. Rules.
- 8A-301. Rules.
- Subtitle 4. Park Fees.
- 8A-401. Increase in park fee.
- 8A-402. Prohibited fees.
- 8A-403. Service fee.
- 8A-404. Late payment fee.
- 8A-405. Guest fee.
- 8A-406. Receipt.
- Subtitle 5. Prohibitions Against Owner.
- 8A-501. Prohibited actions by park owner.
- 8A-502. Award in action to recover gratuity.
- 8A-503. Charge for utility service.
- Subtitle 6. Sales and Transfer of Mobile Home.
- 8A-601. Prohibited actions by park owner.
- 8A-602. Approval of buyer.
- 8A-603. Collection of commission.
- 8A-604. Notice of resident's intention to sell.
- Subtitle 7. Covenant of Quiet Enjoyment; Rights of Entry.
- 8A-701. Right of entry at beginning of term of lease.
- 8A-702. Refund of prepaid rent, deposit, or security.
- Subtitle 8. Park Owner—General Obligations.
- 8A-801. Duties of park owner; discrimination.
- Subtitle 9. Resident—General Obligations.
- 8A-901. Duties of resident.
- Subtitle 10. Security Deposits.
- 8A-1001. Security deposits.
- Subtitle 11. Eviction of Resident—Park Owners Remedies.
- 8A-1101. Eviction of resident.
- Subtitle 12. Retaliatory Evictions.
- 8A-1201. Retaliatory evictions.
- Subtitle 13. Retaliatory Evictions.
- 8A-1301. Retaliatory evictions.
- Subtitle 14. Abandonment of Mobile Home.
- 8A-1401. Abandonment of mobile home.
- Subtitle 15. General Enforcement Authority.
- 8A-1501. Civil actions.
- Part II. Specific Enforcement Authority.
- 8A-1502. Unconscionability of rental agreement or park rule.
- Subtitle 16. Nonpayment of Rent.
- 8A-1601. Action for eviction based on nonpayment of rent or recovery of unpaid rent.
- Subtitle 17. Park Owner's Repossession Remedies.
- 8A-1701. Repossession of premises.
- 8A-1702. Holding over beyond termination of rental agreement.
- 8A-1703. Judicial action to repossess premises.
- Subtitle 18. Short Title and Applicability.
- 8A-1801. Applicability of supplementary rights.
- 8A-1802. Short title.

## TITLE 8A.

### MOBILE HOME PARKS.

#### Subtitle 1. Definitions.

##### § 8A-101. Definitions.

- (a) In general. — In this title the following words have the meanings indicated.
- (b) *Gratuity*. — "Gratuity" includes donation, bonus, fee, or gift.
- (c) *Mobile home*. — (1) "Mobile home" means a structure: (i) 8 or more body feet in width and 30 or more body feet in length; (ii) Built on a permanent chassis; and (iii) Designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities.
- (2) "Mobile home" includes the plumbing, heating, air conditioning, and electrical systems contained in the structure.
- (d) *Park owner*. — "Park owner" means any person who has interest in the park and includes any person acting as the agent of a park owner as to the managerial or operations acts taken as the agent of the owner.
- (e) *Park*. — "Park" means any property leased or held out for lease to two or more residents or prospective residents.
- (f) *Park fee*. — "Park fee" means any fee, charge, or assessment charged for the use of the park or for services rendered.
- (g) *Premises*. — "Premises" means any: (1) Lot, plot, site, or parcel in the park; or (2) Building, structure, or mobile home in the park.
- (h) *Rent*. — "Rent" means any money or other consideration given for the right of use, possession, and occupancy of the premises.
- (i) *Rental agreement*. — "Rental agreement" means any written understanding between a resident and park owner whereby the resident is entitled to place his mobile home on a site in the park for payment of consideration to the park owner.
- (j) *Resident*. — "Resident" means a mobile home owner who leases or rents a site for residential use and resides in a mobile home park.
- (k) *Rule*. — "Rule" means any rule established by the owner.
- (l) *Utility service*. — "Utility service" means any service available to the premises from a private or public central source. Such services may include sewer, water, electricity, telephone, gas, oil and cable television.
- (m) *Security deposit*. — "Security deposit" means any payment of money, including payment of last month's rent in advance of the time it is due, given to a park owner by a resident in order to protect the park owner against nonpayment of rent or damage to the leased premises. (1976, ch. 479; 1977, ch. 532; 1980, ch. 843, § 3.)

##### Subtitle 11. Eviction of Resident—Park Owners Remedies.

##### § 8A-1101. Eviction of resident.

- (a) *Grounds*. — A park owner may only evict a resident for:
- (1) Nonpayment of rent.
- (2) Violations:
- (i) Making or causing to be made, with knowledge, any false or misleading statement on an application for tenancy.
- (ii) Violation of a federal, State, or local law that is detrimental to the safety and welfare of other residents in the park; or
- (iii) Repeated violation of any rule or provision of the rental agreement occurring within a 6-month period.
- (b) *Notice*. — A park owner shall deliver to the resident by certified mail, regular mail, or personal delivery a written notice of the violation at least 30 days before the date he is required to vacate the premises. The notice shall be specifically addressed to the resident in question and shall provide a specific reason for the eviction. (1976, ch. 479; 1980, ch. 843, Section 3.) (1984)

##### Subtitle 13. Retaliatory Evictions.

##### § 8A-1301. Retaliatory evictions.

- (a) *Prohibited reasons*. — A park owner may not evict a resident or arbitrarily increase the rent or decrease the services to which the resident has been entitled for any of the following reasons:
- (1) Solely because the resident or his agent has filed a written complaint, or complaints, with the park owner or with any public agency or agencies against the park owner;
- (2) Solely because the resident or his agent has filed a law suit, or law suits, against the park owner; or
- (3) Solely because the resident is a member or organizer of any tenant's organization.
- (b) *Defined*. — Evictions described in subsection (1) [subsection (a)] of this section shall be called retaliatory evictions.
- (c) *Attorney's fees and court costs*. — If in an action proceeding the judgment is in favor of the resident for any of the aforementioned defenses, the court may enter judgment for reasonable attorney's fees and court costs against the park owner.
- (d) *Expiration of 6 months following determination of merits of initial case*. — An eviction may not be deemed to be a "retaliatory eviction" for purposes of this section upon the expiration of a period of 6 months following the determination of the merits of the initial case by a court or administrative agency of competent jurisdiction.
- (e) *Section not to be interpreted to alter other rights*. — Nothing in this section may be interpreted to alter the park owner's or the resident's rights arising from breach of any provision or a rental agreement or rule, or either party's right to terminate or not renew a rental agreement pursuant to the terms of the rental agreement or the provisions of other applicable law. (1980, ch. 843, § 3.)

(3) IF THE USE OF LAND IS CHANGED, ALL RESIDENTS SHALL BE ENTITLED TO A 6-MONTH PRIOR WRITTEN NOTICE OF TERMINATION NOTWITHSTANDING THE PROVISIONS OF A LONGER TERM IN A RENTAL AGREEMENT.

(4) IF A RESIDENT'S RENTAL AGREEMENT IS NOT RENEWED ON THE BASIS THAT THE RESIDENT IS NOT A QUALIFIED RESIDENT, THE PARK OWNER SHALL, WITHIN 5 DAYS, PROVIDE THE RESIDENT WITH A WRITTEN STATEMENT OF THE SPECIFIC REASON FOR NONRENEWAL OF THE RENTAL AGREEMENT. (1985)

(D)

(c) *Automatic renewal of lease term*. — If any rental agreement contains a provision calling for an automatic renewal of the lease term unless prior notice is given by the party or parties seeking to terminate the rental agreement, that provision shall be distinctly set apart from any other provision of the rental agreement and provided a space for the written acknowledgment of the resident's agreement to the automatic renewal provision. Such provision not specifically accompanied by either the resident's initials, signature, or witnessed mark, is unenforceable by the park owner.

(E)

(d) *Prohibited contents*. — A rental agreement may not contain:

(1) A provision whereby the resident authorizes any person to confess judgment on a claim arising out of the rental agreement.

(2) A provision whereby the resident agrees to waive or to forego any right or remedy provided by applicable law.

(3) Any provision whereby the resident waives his right to a jury trial.

(4) Any provision authorizing the park owner to take possession of the leased premises, or the resident's personal property therein unless the rental agreement has been terminated by action of the parties or by operation of law, and such personal property has been abandoned by the mobile home resident without the benefit of formal legal process. (1980, ch. 843, § 3.)

##### § 8A-301. Rules.

##### Subtitle 3. Rules.

(a) *Promulgation*. — A park owner may promulgate written, reasonable rules related to the order, peace, health, safety, and qualification standards of mobile homes, residents, and the operation of the park.

(b)

(1) *Appearance and construction standards*. — A park owner may prescribe reasonable standards for the mobile homes to be placed or retained in the park, their size, quality, appearance, material specification, construction and safety condition.

(2) A rule adopted pursuant to paragraph (1) of this subsection setting a standard for the size, quality, material specification, or construction of mobile homes may not be enforced against any individual who, at the time the standard is adopted, is the owner or tenant of a mobile home in the park, as to that mobile home. (1982)

(c) *Maintenance standards*. — The maintenance standards for any mobile home in the park or immediate area surrounding the mobile home, in accordance with the State or county health laws or regulations.

(d) *Fair and reasonable; uniform application*. — All rules shall be fair and reasonable, and except as provided in paragraph (B) (2) of this section, shall apply uniformly to all residents in the park. (1982)

(e) *Posting*. — A park owner shall post a copy of the rules in a conspicuous place in the park.

(f) *Effectiveness of amendment*. — An amendment to a rule is not effective until the later of:

- (1) The date specified in the amendment; or
- (2) 30 days after the park owner gives to each resident written notice of the proposed amendment. (1976, ch. 479; 1980, ch. 843, § 3.)

##### Part II. Specific Enforcement Authority.

##### § 8A-1502. Unconscionability of rental agreement or park rule.

(a) *Presentation of evidence*. — If it is claimed or appears to the court that a rental agreement or park rule may be unconscionable, the court may give to the parties a reasonable opportunity to present evidence as to the meaning of the rental agreement or park rule, relationship of the parties, purpose, and other relevant factors to aid the court in making a determination.

(b) *Rebuttable presumption of unfairness*. — A park rule that does not apply uniformly to all residents in a park creates a rebuttable presumption of unfairness.

(c) *Factors in court's consideration*. — In determining if a provision of a rental agreement or of a park rule is unconscionable the court may consider if the provision:

- (1) Promotes the convenience, safety, or welfare of residents;
- (2) Preserves from abusive use property of the park owner;
- (3) Promotes a fair distribution of services or facilities held out to residents generally;

(4) Relates reasonably to its purpose;

(5) Applies to all residents in a fair manner;

(6) Are sufficiently explicit for a resident to comply; and

(7) Is for the purpose of evading an obligation of the park owner.

(d) *Finding of unconscionability*. — If a court finds that any provision of a rental agreement or park rule is unconscionable, the court may:

(1) Refuse to enforce the rental agreement or park rule;

(2) Enforce the remainder of the rental agreement or park rule without the unconscionable provision; or

(3) Limit the application of any unconscionable provision as to avoid any unconscionable result.

(e) *Provisions void as against public policy*. — If the effect of any provision of a rental agreement is to indemnify the park owner, hold him harmless, or preclude or exonerate him from any liability to a mobile home resident, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of the park owner on or about the leased premises not within the exclusive control of the mobile home resident, the provision is against public policy and void. An insurer may not claim a right of subrogation by reason of the invalidity of this provision. (1980, ch. 843, § 3.)

##### Subtitle 16. Nonpayment of Rent.

##### § 8A-1601. Action for eviction based on nonpayment of rent or recovery of unpaid rent.

(a) *Defenses*. — In an action by the park owner for eviction based on nonpayment of rent or for recovery of unpaid rent, the resident may raise:

- (1) A defense of material noncompliance with the title if, before the due date of rent, the resident gave to the park owner written notice that based on the noncompliance the resident did not intend to pay rent and specified in detail the provision of noncompliance; or
- (2) Raise any other legal or equitable defense.

(b) *Appointment of trustee*. — If, in an action by the park owner for eviction based on nonpayment of rent, the resident raises a defense other than payment, the resident may petition the circuit court for the appointment of a trustee to receive the rent of the resident, apply the same to correcting the deficiency complained of and make a full accounting thereof to the court. The court shall give the parties a reasonable opportunity to present evidence as to the controversy before a trustee is appointed. (1980, ch. 843, § 3.)

##### Subtitle 5. Prohibitions Against Owner.

##### § 8A-501. Prohibited actions by park owner.

A park owner may not:

(1) Require, as a condition of tenancy, the purchase of any permanent improvement that would become the property of the park owner.

(2) Require any current resident or prospective resident to purchase from any particular person a mobile home, materials, or equipment, including the equipment required by the applicable law, necessary for installation of the mobile home, except in connection with the initial leasing or renting of a newly constructed lot not previously leased or rented to any other person.

(3) Restrict the supplier of any product or service that the park owner does not supply to all residents in the park, except as the restriction directly relates to the safety of the residents.

(4) Restrict the installation, service, or maintenance of any electric or gas appliance if the installation complies with the applicable building code and other laws.

(5) Restrict any interior improvement of a mobile home if the improvement complies with the applicable code and other laws.

(6) Directly or indirectly, receive, collect, or accept any gratuity from any person that is made to facilitate, influence, or procure any advantage over other prospective residents in connection with the lease, use or occupation of the premises.

(7) (I) Enforce the designation of an area in a park for exclusive occupancy by adults against any individual who, at the time of the designation is made, is the owner or tenant of a mobile home in the park, as to that mobile home at its location at the time of the designation.

(II) Subparagraph (I) does not apply if only a part of the park is so designated, and

##### 1. The Park Owner:

A. Has made available to the individual, under the comparable terms and conditions, another reasonably equivalent site for the mobile home in an area of the park that is not so designated and the individual shall accept or reject the proposed site within 60 days from the time the equivalent site is made available; and

B. has assumed the responsibility of moving the mobile home at the park owner's expense; or

##### 2. the mobile home is not moved. (1982)

##### § 8A-502. Award in action to recover gratuity.

In any action to recover any gratuity, the court shall award:

- (1) A double amount of the gratuity; and
- (2) The court costs. (1976, ch. 479; 1980, ch. 843, § 3.)

##### § 8A-704. Right of entry in certain circumstances.

- (a) *Right of entry onto mobile home site*. — A park owner has at all reasonable times a right of entry onto the mobile home site to repair or replace any utility and to protect the park. Except in the case of an emergency, the entry may not be made in a manner and at a time that interferes unreasonably with the quiet enjoyment of the site by the resident.
- (b) *Right of entry to mobile home*. — Except in the case of an emergency or to prevent imminent danger to a mobile home or its occupant, a park owner does not have any right of entry to the mobile home without the prior written consent of the resident. The resident may revoke at any time and in writing a consent to entry. (1980, ch. 843, § 3.)

##### Subtitle 8. Park Owner—General Obligations.

##### § 8A-801. Duties of park owner; discrimination.

- (a) *Duties*. — The park owner at all times shall:
- (1) Comply with all applicable building, housing, zoning, and health codes;
- (2) Keep in good repair the leased site and all permanent fixtures that the park owner provides;
- (3) Keep in a good state of appearance, repair, safety, and cleanliness the common areas and buildings;
- (4) Provide at all reasonable times for the benefit of residents access to common areas, including their buildings and improvements, which access may not infringe on the leased site of any resident; and
- (5) Keep in good repair each utility service.
- (b) *Discrimination prohibited*. — A park owner or operator of a mobile home park, or his agent or employee, may not refuse, withhold from, or deny to any person any of the accommodations, advantages, facilities, or privileges of the mobile home park or leases to the premises because of race, creed, color, sex, or national origin of that person. (1976, ch. 479; 1980, ch. 843, § 3.)

University of Baltimore Law Review. — Mobile Home Park Act: A Need for Amendment, For article, "An Analysis of the Maryland Mobile Home Park Act," Vol. 271 (1979).

##### Subtitle 9. Resident—General Obligations.

##### § 8A-901. Duties of resident.

- A resident and his guest at all times shall:
- (1) Comply with park rules by conducting himself in a manner that does not disturb unreasonably other residents and that does not constitute a breach of the peace;
- (2) Comply with all obligations imposed on the residents by applicable building, housing, zoning, and health codes; and
- (3) Keep clean and sanitary the leased site. (1980, ch. 843, § 3.)

(d) *Warrant of restitution*. — If judgment is given in favor of the park owner, and the resident fails to comply with the requirements of the order within 15 days, the court shall, at any time after the expiration of the 15 days, issue its warrant, directed to any official of the county entitled to serve process, ordering him to cause the park owner to have again and repossess the property by putting him for his benefit in possession of the property, by force if necessary, the mobile home and all additions or attachments of every description whatsoever belonging to the resident, or to any person claiming or holding by or under said resident. If the park owner does not order a warrant of restitution within 60 days from the date of judgment or from the expiration date of any stay of execution, whichever shall be the later, the judgment for possession shall be stricken.

(e) *Right to redemption*. — In any action of summary ejectment for failure to pay rent where the park owner is awarded a judgment giving him restitution of the leased premises, the resident shall have the right to redemption of the leased premises by tendering in cash, certified check, or money order to the park owner or his agent all past due rent and late fees, plus all court awarded costs and fees, at any time before actual execution of the eviction order. This subsection does not apply to any resident who has received more than three summonses containing copies of complaints filed by the park owner against the resident for rent due and unpaid in the 12 months prior to the initiation of the action to which this subsection otherwise would apply.

(f) *Appeal of judgment*. — The resident or the park owner may appeal from the judgment of the District Court to the circuit court for any county or the Baltimore City Court, as the case may be, at any time within 2 days from the rendition of the judgment. The resident, in order to stay any execution of the judgment, shall give a bond to the park owner with one or more sureties, who are owners of sufficient property in the State of Maryland, with condition to prosecute the appeal with effect, and answer to the park owner in all costs and damages mentioned in the judgment, and such other damages as shall be incurred and sustained by reason of the appeal. The bond shall not affect in any manner the right of the park owner to proceed against the resident, assignee, or subtenant for any and all rents that may become due and payable to the park owner after the rendition of the judgment. (1980, ch. 843, § 3.)

##### § 8A-1702. Holding over beyond termination of rental agreement.

- (a) *Liability; amount of damages; action; other remedies*. — (1) A resident under any lease or someone holding under him, who shall unlawfully hold over beyond the termination of the rental agreement, shall be liable to the park owner for the actual damages caused by the holding over.
- (2) The damages awarded to a park owner against the resident or someone holding under him, may not be less than the apportioned rent for the period of holdover at the rate under the rental agreement.
- (3) Any action to recover damages under this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over the amount in issue.
- (4) Nothing contained herein is intended to limit any other remedy which a park owner may have against a holdover resident under a rental agreement or under applicable law.

§ 8A-201. Duties of park owner.

Before a current or prospective resident signs a rental agreement or occupies the premises a park owner shall:

- (1) Provide the prospective resident with a written notice identifying the availability, capacity, and connection fee of all utility services at the proposed site in order to assure the proper and adequate installation of the mobile home. The prospective resident shall furnish to the park owner a written acknowledgment of this notification and acceptance of the site as proposed.
- (2) Deliver a copy of the rules and an explanation of any provision for amendment of the rule.
- (3) Deliver a copy of the rental agreement which shall contain the following:
  - (i) A specific identification of the site to be leased;
  - (ii) A term of tenancy of at least 1 year;
  - (iii) A stipulation of:
    1. The total amount of annual rental for the site;
    2. The term of payment, whether monthly, quarterly, semiannually, or annually;
    3. The amount due for each installment;
    4. The amount of any late payment fee; and
    5. All park fees, in a manner that identifies the service to be provided for each park fee;
  - (iv) A description of each general obligation of the resident and park owner;
  - (v) A description of each service, facility, and utility service that the park owner will provide;
  - (vi) A description of any termination and renewal option; and
  - (vii) A specific reference to this title as the law that governs the relationships between the resident and park owner. (1980, ch. 843, § 3.)

§ 8A-202. Rental agreement.

- (a) *Minimum term.* — A park owner shall offer all current and prospective year-round residents a rental agreement for a period of not less than 1 year.
- (b) *Expiration of initial term.* — Upon the expiration of the initial term, the resident shall be on a month-to-month term, unless a longer term is agreed to by the parties, subject to the modified provisions relating to the amount and payment of rent.

(c)(1) IN THIS SUBSECTION, "QUALIFIED RESIDENT" MEANS A YEAR-ROUND RESIDENT WHO:

(I) HAS MADE RENTAL PAYMENTS ON THE DUE DATE OR WITHIN ANY GRACE PERIOD COMMONLY PERMITTED IN THE PARK DURING THE PRECEDING YEAR;

(II) WITHIN THE PRECEDING 5-MONTH PERIOD HAS NOT COMMITTED A REPEATED VIOLATION OF ANY RULE OR PROVISION OF THE RENTAL AGREEMENT AND, AT THE TIME THE TERM EXPIRES, NO SUBSTANTIAL VIOLATION EXISTS; AND

(III) OWNS A MOBILE HOME THAT QUALIFIES FOR RESALE AND PASSES AN ANNUAL INSPECTION ACCORDING TO THE STANDARDS OF THE PARK.

(2) UPON THE EXPIRATION OF EACH 1-YEAR TERM, OR UPON REQUEST OF THE RESIDENT AT ANY TIME DURING A MONTH-TO-MONTH TERM, A PARK OWNER SHALL OFFER TO A QUALIFIED RESIDENT A RENTAL AGREEMENT FOR A 1-YEAR PERIOD.

Subtitle 4. Park Fees.

§ 8A-401. Increase in park fee.

- (a) *Notice required.* — A park owner only may increase a park fee if he delivers to each resident a notice in writing, of the increase at least 30 days before the effective date of the increased park fee.
- (b) *Failure to notify.* — If a park owner fails to so notify a resident affected by the increase, he may not collect the increased amount of the park fee from the resident. (1976, ch. 479; 1980, ch. 843, § 3.)

§ 8A-402. Prohibited fees.

An entrance or exit fee is prohibited. (1980, ch. 843, § 3.)

§ 8A-403. Service fee.

- (a) *Amount.* — A park owner may charge the resident a reasonable service fee, based on an amount that the park owner directly incurs, for installing, placing on or removal of a mobile home from the site.
- (b) *Written description required.* — In each case where a fee has been charged by a park owner, a written description detailing the fee shall be provided by the park owner to the resident. (1980, ch. 843, § 3.)

§ 8A-404. Late payment fee.

- A park owner may charge a late payment fee if:
  - (1) The rental agreement provides for the fee;
  - (2) The fee does not exceed 5 percent of the rent due or \$5, whichever is higher; and
  - (3) The rent is not paid within 5 days after the due date specified in the rental agreement. (1976, ch. 479; 1980, ch. 843, § 3.)

§ 8A-405. Guest fee.

A park owner may not charge a resident or his guest any fee to enter, leave, or remain on the site unless, without the consent of the park owner, the guest stays more than 15 consecutive days, or during a year, 30 total days. (1980, ch. 843, § 3.)

§ 8A-406. Receipt.

A park owner shall provide to a resident on request, a written receipt for a park fee or other financial transaction between the park owner and resident. (1980, ch. 843, § 3.)

§ 8A-503. Charge for utility service.

A park owner who purchases from a publicly regulated utility any electricity, gas, or other utility service for resale to a resident may not charge directly or indirectly for the resale, an amount that exceeds the amount that the utility charges the park owner. (1980, ch. 843, § 3.)

Subtitle 6. Sales and Transfer of Mobile Homes.

§ 8A-601. Prohibited actions by park owner.

A park owner may not:

- (1) Prevent a resident from selling his mobile home in the park; and
- (2) Require the resident to remove the mobile home from the park because of the sale of the mobile home. (1976, ch. 479; 1980, ch. 843, § 3.)

§ 8A-602. Approval of buyer.

A park owner may prescribe by rule that, in any sale of a mobile home by which the mobile home is to be retained in the park, he reserves the right to approve the buyer and the standards of the mobile home. A park owner may not unreasonably withhold approval of a buyer. (1976, ch. 479; 1980, ch. 843, § 3.)

§ 8A-603. Collection of commission.

A park owner may only collect a commission in connection with the sale of a mobile home if he has acted as an agent for either party to the sale pursuant to a separate written agreement. (1976, ch. 479; 1980, ch. 843, § 3.)

§ 8A-604. Notice of resident's intention to sell.

A resident shall provide the park owner with a 30-day prior written notice of the resident's intention to sell the mobile home which will be removed from the site or resold on the site after resale, subject to the provisions of this title. (1980, ch. 843, § 3.)

Subtitle 7. Covenant of Quiet Enjoyment; Rights of Entry.

§ 8A-701. Right of entry at beginning of term of lease.

(a) *Right of entry.* — A park owner shall assure the resident that the resident, peaceably and quietly, may enter on the leased premises at the beginning of the term of any lease.

(b) *Abatement of rent until possession delivered.* — If the park owner fails to provide the resident with possession of the site at the beginning of the term of any lease, the rent payable under the rental agreement shall abate until possession is delivered. The resident on written notice to the park owner before possession is delivered may terminate, cancel, and rescind the rental agreement. (1980, ch. 843, § 3.)

§ 8A-702. Refund of prepaid rent, deposit, or security.

On termination of the rental agreement under this subtitle, the park owner shall refund to the resident all money or property given as prepaid rent, deposit, or security. (1980, ch. 843, § 3.)

§ 8A-703. Consequential damages.

If due to the fault of the park owner, the park owner fails to provide the resident with possession of the site at the beginning of the term of any lease, whether or not the lease is terminated under this section, the park owner is liable to the prospective resident for consequential damages actually suffered by him subsequent to the prospective resident giving notice to the park owner of his inability to enter on the leased premises. (1980, ch. 843, § 3.)

§ 8A-1001. Security deposits. Subtitle 10. Security Deposits.

(a) *Imposition; amount; recovery of excess charges.* — A park owner may not impose a security deposit in excess of the equivalent of 2 months' rent, or \$50, whichever is greater. If a security deposit exceeds this amount, the resident may recover up to threefold the extra money charged, plus reasonable attorney's fees.

(b) *Timeliness of action.* — An action under this section may be brought at any time during the tenancy or within 2 years after the termination.

(c) *Receipt.* — The park owner shall give the resident a receipt for the security deposit.

(1) The receipt may be included in a written rental agreement.

(2) The park owner shall be liable to the resident in the sum of \$25 if the park owner fails to provide a written receipt for the security deposit.

(3) The receipt or rental agreement shall contain language informing the resident of his rights under this section to receive from the park owner a written list of all existing damages if the resident makes a written request of the park owner within 15 days of the resident's occupancy.

(d) *List of existing damages.* — (1) If the park owner imposes a security deposit, on written request, he promptly shall provide the resident with a written list of all existing damages. The request must be made within 15 days of the resident's occupancy.

(2) Failure to provide the resident with this written statement renders the park owner liable to the resident for threefold the amount of the security deposit. The total amount of damages shall be subject to a setoff for damages and unpaid rent which reasonably could be withheld under this section.

(e) *Security deposits account.* — (1) The park owner shall maintain all security deposits in a banking or savings institution in the State. This account shall be devoted exclusively to security deposits and bear interest.

(2) A security deposit shall be deposited in the account within 30 days after the park owner receives it.

(3) In the event of sales or transfer of any sort, including receivership or bankruptcy, the security deposit is binding on the successor in interest to the person to whom the deposit is given. Security deposits are free from any attachment by creditors.

(4) Any successor in interest is liable to the resident for failure to return the security deposit, together with interest, as provided in this section.

(5) Interest. — (1) Within 45 days after the end of the tenancy, the park owner shall return the security deposit to the resident together with simple interest which has accrued in the amount of 4 percent per annum less any damages rightfully withheld.

(2) Interest shall accrue at 6-month intervals from the day the resident gives the park owner the security deposit. Interest is not compounded.

(3) Interest shall be payable only on security deposits of \$50 or more.

(4) If the park owner, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the resident has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

(g) *Withholding for damages.* — (1) The security deposit, or any portion thereof may be withheld for unpaid rent damages due to breach of the rental agreement or for damage to the leased premises by the resident, his family, agents, employees, or social guests in excess of ordinary wear and tear.

(2) The resident has the right to be present when the park owner or his agent inspects the premises in order to determine if any damage was done to the premises, if the resident notifies the park owner in writing of his intention to move, the date of moving and his new address. The notice to be furnished by the resident to the park owner shall be mailed at least 15 days prior to the date of moving.

Upon receipt of the notice, the park owner shall notify the resident in writing of the time and date when the premises are to be inspected. The date of inspection shall occur within 5 days after the moving as designated in the resident's notice. The resident shall be advised of his rights under this subsection in writing which may be included in the rental agreement at the time of his payment of the security deposit. Failure by the park owner to comply with this requirement forfeits the right of the park owner to withhold any part of the security deposit for damages. (1980, ch. 843, § 3.)

§ 8A-1401

ANNOTATED CODE OF MARYLAND

Subtitle 14. Abandonment of Mobile Home.

§ 8A-1401. Abandonment of mobile home.

Failure to remove the mobile home within 30 days after the effective date of termination of the rental agreement shall constitute abandonment of the mobile home. A park owner is entitled to remove the mobile home in accordance with the provision of Subtitle 2 of Title 25 of the Transportation Article of the Annotated Code relating to the disposition of abandoned vehicles, unless otherwise agreed by the resident and park owner. A resident shall reimburse, indemnify, and hold the park owner harmless from and against any and all costs and expenses, including reasonable attorney's fees, incurred in connection therewith. Nothing contained herein is intended to limit any other remedies which the park owner may have against the resident, under the rental agreement or under applicable law. (1980, ch. 843, § 3.)

Subtitle 15. General Enforcement Authority.

Part I. Civil Actions.

§ 8A-1501. Civil actions.

(a) *Obligation of good faith.* — This title and each rental agreement made under it impose an obligation of good faith in performance and enforcement.

(b) *Enforcement by civil action.* — (1) A resident or a park owner may enforce by civil action any right or duty under this title.

(2) If either the park owner or the resident fails to comply with the rental agreement or with this title, the aggrieved party may recover the damages caused by the noncompliance.

(3) In an action by or against a resident, if the resident prevails and if the rental agreement contains a provision that allows attorney's fees to the park owner, the court also may allow reasonable attorney's fees to the resident.

(4) In an action by a resident, the court may award equitable relief that it considers necessary, including the enjoining of further violations. The losing party may be liable for court costs and reasonable attorney's fees incurred by the prevailing party. (1980, ch. 843, § 3.)

Subtitle 17. Park Owner's Repossession Remedies.

§ 8A-1701. Repossession of premises.

(a) *Failure to pay rent.* — Whenever the resident under any rental agreement, express or implied, verbal or written, shall fail to pay the rent when due and payable, it shall be lawful for the park owner to have again and repossess the premises so rented.

(b) *Complaint; service of process.* — Whenever any park owner shall desire to repossess any premises to which he is entitled, he or his duly qualified agent or attorney, shall make his written complaint under oath or affirmation, before the District Court of the county wherein the property is situated, describing in general terms the property sought to be repossessed, and also setting forth the name of the resident to whom the property is rented or his assignee or subtenant with the amount of rent due and unpaid, and praying by warrant to repossess the premises, together with judgment for the amount of rent due and costs. The District Court shall issue its summons directed to any constable or sheriff of the county entitled to serve process, and ordering him to notify by first-class mail the tenant, assignee, or subtenant of the filing of the complaint, to answer the park owner's complaint to show cause why the prayer of the park owner should not be granted, and the constable or sheriff shall proceed to serve the summons upon the resident, assignee, or subtenant in the property or upon his known or authorized agent, but if for any reason, neither the resident, assignee, or subtenant, nor his agent, can be found, then the constable or sheriff shall affix an attested copy of the summons conspicuously upon the mobile home. The affixing of the summons upon the mobile home after due notification to the resident, assignee, or subtenant by first-class mail shall conclusively be presumed to be a sufficient service to all persons to support the entry of a default judgment for possession of the premises, together with court costs, in favor of the park owner, but it shall not be sufficient service to support a default judgment in favor of the park owner for the amount of rent due.

(c) *Adjournment; judgment; extension of time for surrender of premises; satisfaction of complaint.* — (1) If, at the trial on the fifth day indicated in subsection (b) of this section, the court is satisfied that the interests of justice will be better served by an adjournment to enable either party to procure his necessary witnesses, he may adjourn the trial for a period not exceeding 1 day, except that if the consent of all parties is obtained, the trial may be adjourned for a longer period of time.

(2) If, when the trial occurs, it appears to the satisfaction of the court, that the rent, or any part of the rent, is actually due and unpaid, the court shall determine the amount of rent due and enter a judgment in favor of the park owner for possession of the premises. The court may also give judgment in favor of the park owner for the amount of rent determined to be due together with costs of the suit if the court finds that the actual service of process made on the defendant would have been sufficient to support a judgment in an action in contract or tort.

(3) The court, when entering the judgment, shall also order the resident to yield and render possession of the premises to the park owner, or his agent or attorney, within 30 days after the trial.

(4) The court may, upon presentation of a certificate signed by a physician certifying that surrender of the premises within this 30-day period would endanger the health or life of the resident or any other occupant of the premises, extend the time for surrender of the premises as justice may require. However, the court may not extend the time for the surrender of the premises beyond 45 days after the trial.

(5) However, if the resident, or someone for him, at the trial, or adjournment of the trial, tenders to the park owner the rent determined by the court to be due and unpaid, together with the costs of the suit, the complaint against the resident shall be entered as being satisfied.

(b) *Complaint; summons; judgment; appeal; application of subsection (a) notice by parole.* — (1) Where any interest in property shall be leased for any definite term or at will, and the park owner shall desire to repossess the property after the expiration of the term for which it was leased and shall give notice in writing 1 month before the expiration of the term or determination of the will to the resident or to the person actually in possession of the property to remove from the property at the end of the term, and if the resident or person in actual possession shall refuse to comply, the park owner may make complaint in writing to the District Court of the county where the property is located. The court shall issue its summons to the resident or person in possession that he appear on a day stated in the summons before the court to show cause (if any he have) why restitution of the possession of the estate leased should not be made to the park owner. Upon the failure of either of the parties to appear before the court on the day stated in the summons, the court may continue the case to a day not less than 6 nor more than 10 days after the day first stated and notify the parties of the continuance.

(2) If upon hearing the parties, or in the case the resident or person in possession shall neglect to appear after the summons and continue the court shall find that the park owner had been in possession of the leased property, that the said lease or estate is fully ended and expired, that due notice to quit as aforesaid had been given to the resident or person in possession and that he had refused so to do, the court shall thereupon give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the respective counties commanding him forthwith to deliver to the park owner possession thereof in as full and ample manner as the park owner was possessed of the same at the time when the leasing was made, and shall give judgment for costs against the resident or person in possession so holding over. Either party shall have the right to appeal therefrom to the circuit court for the county, or the Baltimore City Court within ten days from the judgment. If the resident appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that he will prosecute the appeal with effect and well and truly pay all rent in arrear and all costs in the case before the District Court and in the appellate court and all loss or damage which the park owner may suffer by reason of the resident's holding over, including the value of the premises during the time he shall so hold over, then the resident or person in possession of said premises may retain possession application of either party, set a day for the hearing of the appeal, not less than 5 nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or his counsel at least 5 days before the hearing. If the judgment of the District Court shall be in favor of the park owner, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(3) The provisions of subsection (b) of this section shall apply to all cases of tenancies from year to year, tenancies of the month and by the week. In case of tenancies from year to year, notice in writing shall be given 3 months before the expiration of the current year of the tenancy, and in monthly or weekly tenancies, a notice in writing of 1 month, shall be so given; and the same proceeding shall apply, so far as may be, to cases of forcible entry and detainer.

(4) When the resident shall give notice by parole to the park owner or to his agent or representatives, at least 1 month before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least 3 months' notice in all cases of tenancy from year to year, and of the intention of the tenant to remove at the end of that year and to surrender possession of the property at that time, and the park owner, his agent, or representative shall prove the notice from the resident by competent testimony, it shall not be necessary for the park owner, his agent or representative to provide a written notice to the resident, but the proof of such notice from the resident as aforesaid shall entitle the park owner to recover possession of the property hereunder.

(c) *One-half year's rent in arrears.* — In all cases between park owner and resident, where one-half year's rent shall be in arrears and the park owner has the lawful right to reenter for the nonpayment thereof, the park owner may, without any formal demand or reentry, serve a copy of a declaration in ejectment for the recovery of the mobile home; if the declaration cannot be legally served, or no resident be in actual possession of the property, then he shall affix it upon the door of the mobile home; such affixing shall be deemed legal service thereof, which service or affixing of such declaration in ejectment shall stand in the place and stead of a demand and reentry. If the court shall enter a verdict for the park owner, he shall have judgment and execution in the same manner as if the rent in arrears had been legally demanded and a reentry made. If the resident or other person claiming or deriving under the lease, shall permit a judgment to be rendered against him, and execution to be executed thereon, without paying the rent and arrears, together with full costs, and without proceeding for relief in equity within 6 calendar months after the execution, the resident and all other persons claiming and deriving under the said lease shall be barred and foreclosed from all relief or remedy in law or equity other than by appeal for reversal of such judgment, and the park owner shall thenceforth hold the property discharged from the rental agreement. Nothing herein contained shall bar the right of any mortgagee of the lease, or any part thereof, who shall not be in possession, so as such mortgagee shall and do, within 6 calendar months after such judgment obtained and execution executed, pay all costs and damages sustained by the park owner and perform all the covenants and agreements which, on the part and behalf of the first resident, are and ought to be performed. (1980, ch. 843, § 3.)

#### § 8A-1703. Judicial action to repossess premises.

(a) *Complaint; summons; continuance.* — When a rental agreement provides that the park owner may repossess the premises if the resident breaches the rental agreement, and the park owner has given the resident 1 month written notice that the resident is in violation of the rental agreement and the park owner desires to repossess the premises, and if the resident or person in actual possession refuses to comply, the park owner may make complaint in writing to the District Court of the county where the premises is located. The court shall summons immediately the resident or person in possession to appear before the court on a day stated in the summons to show cause, if any, why restitution of the possession of the leased premises should not be made to the park owner. If either of the parties fails to appear before the court on the day stated in the summons, the court may continue the case for not less than 6 nor more than 10 days and notify the parties of the continuance.

(b) *Judgment; appeal.* — If the court determines that the resident breached the terms of the rental agreement and that the breach warrants an eviction, the court shall give judgment for the restitution of the possession of the premises and issue its warrant to the sheriff or a constable commanding him to deliver possession to the park owner in as full and ample manner as the park owner was possessed of the same at the time when the rental agreement was entered into. The court shall give judgment for costs against the resident or person in possession. Either party may appeal to the circuit court for the county, or the Baltimore City Court within 10 days from entry of the judgment. If the resident (1) files with the District Court an affidavit that the appeal is not taken for delay; (2) files sufficient bond with one or more securities conditioned upon diligent prosecution of the appeal; (3) pays all rent in arrears, all court costs in the case; and (4) pays all losses or damages which the park owner may suffer by reason of the resident's holding over, the resident or person in possession of the premises may retain possession until the determination of the appeal. Upon application of either party, the court shall set a day for the hearing of the appeal not less than 5 nor more than 15 days after the application, and notice of the order for a hearing shall be served on the other party or his counsel at least 5 days before the hearing. If the judgment of the District Court is in favor of the park owner, a warrant shall be issued by the court which hears the appeal to the sheriff, who shall execute the warrant. (1980, ch. 843, § 3.)

#### Subtitle 18. Short Title and Applicability.

#### § 8A-1801. Applicability of supplementary rights.

No provision of this subtitle [title] shall be deemed to be a bar to the applicability of supplementary rights afforded by any public local law enacted by the General Assembly or any ordinance or any local law enacted by any municipality or political subdivision of this State; provided, however, that no such law can diminish or limit any right or remedy granted under the provisions of this section. (1980, ch. 843, § 3.)

#### 8A-1802 Enforcement of Law

(A) To the extent that a violation of any provision of this title affects a resident or prospective resident, that violation shall be within the scope of the enforcement duties and powers of the Division of Consumer Protection of the Office of the Attorney General, as described in Title 13 of the Commercial Law Article.

(B) The provisions of this title shall otherwise be enforced by each agency of the State within the scope of its authority. (1982)

#### § 8A-1803. Short title.

This title may be cited as the Maryland Mobile Home Parks Act of 1980. (1976, ch. 479; 1980, ch. 843, § 3.)

TERRACE VIEW MOBILE ESTATES, INC.

RENTAL AGREEMENT

Rental Agreement (hereinafter called "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between TERRACE VIEW MOBILE ESTATES, INC., a Maryland corporation organized and existing under the laws of the State of Maryland (hereinafter called "Owner") and \_\_\_\_\_ (hereinafter called "Resident").

WITNESSETH, In consideration of the rents mutual covenants and agreements made herein, the parties hereto agree as follows:

1. SITE.

Owner hereby leases to Resident, and the Resident hereby rents from the Owner, the home site described as lot \_\_\_\_\_ located on \_\_\_\_\_ Street, Terrace View Mobile Estates, Inc., 600 Trillo Avenue, Brooklyn Park, Anne Arundel, State of Maryland (hereinafter called "Site"), for the following terms and subject to the conditions and covenants, which the parties hereto, for themselves, their family, invitees, heirs, personal representatives and assigns, hereby agree to keep and perform, to wit:

2. EXISTING RESIDENT.

Resident acknowledges that he/she has resided in the Community for at least the preceding two (2) years and is presently a Resident on a month-to-month rental term.

This Rental Agreement is offered to the Resident pursuant to the provisions of Real Property Article 8A of the Code of Maryland (Mobile Home Parks Act) Resident confirms the existing month-to-month rental term by the adoption of this revised form of Rental Agreement.

3. MONTH-TO-MONTH TERM.

Resident accepts a continuation of the MONTH-TO-MONTH TERM, this \_\_\_\_\_ day of \_\_\_\_\_, 1985, which term shall continue month-to-month until terminated by either party, by giving the other party at least thirty (30) days written notice prior to the termination date. The monthly rental for the site shall initially be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month and shall continue at that rate until the resident is notified of any change at least thirty (30) days prior to a new rental rate being effective. The total amount of annual rent for the site is \_\_\_\_\_ Dollars.

Resident acknowledges by his/her initials hereto, that the month-to-month tenancy is automatically renewed from month-to-month until terminated as provided for herein.

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Date \_\_\_\_\_

Each month's rent, together with any County taxes, is payable as directed by the Owner, in advance on the first day of each calendar month without any deduction or set-off whatsoever and without demand.

OWNER'S  
EXHIBIT 5

4. RIGHT TO TERMINATE OR NOT RENEW AGREEMENT.

(a) Either Owner or Resident may terminate this Agreement at the end of the initial term, or any successive term, by giving a minimum of thirty (30) days written notice prior to the termination date. The expiration of the term of the Agreement may be the sole ground for termination of the tenancy and the reason for termination need not be specified in the notice to terminate and vacate.

(b) Should the Owner desire to discontinue the operation of the entire community, or a portion of the community which contains the Resident's site, and thereafter, change the use of the land, the Owner may terminate this Agreement at the end of the initial term, or any successive term, by giving a minimum of One Hundred and Eighty (180) days written notice prior to the termination date.

Resident shall be responsible for rent payment during the notice period.

Resident acknowledges by his/her initials hereto of the right of either party to terminate this Agreement with a minimum of thirty (30) days prior notice as provided in 4 (a) above or one hundred and eighty (180) days as provided in 4(b) above.

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Date \_\_\_\_\_

5. RENT DEFINITION AND PAYMENT.

The term "Rent" referred to in this Agreement includes Basic Site rental, in addition to any and all additional charges from time to time levied against the Resident by Owner for expenses incurred in correcting any Agreement violation, together with all fees provided for hereunder, which fees are computed and described in accordance with Appendix "A" - Fee Schedule attached hereto and made a part hereof.

6. EXCISE TAX.

Resident agrees to pay to the Owner each month together with the rent payment, the appropriate excise tax assessed by the County, in the amount such assessment is established by the County.

7. LATE CHARGE AND COLLECTION FEES.

Five (5) days after the date the rent is due Resident agrees to pay a late payment charge of five (5%) percent of the rent past due or \$5.00, whichever is higher. Resident shall pay any expenses, including court cost and reasonable attorney's fees whether or not suit is actually instituted, incurred in the collection of overdue rental payments.

8. WAIVER.

The receipt by Owner of rent with knowledge of any breach of any covenant or obligation of Resident hereunder, shall not be deemed a waiver of such breach, and failure of Owner to enforce its rights and the proper performance of any covenant or obligation of Resident hereunder shall not constitute a waiver of any subsequent act or violation of Resident, whether of the same or a different kind.

14. SERVICES PROVIDED BY OWNER.

Owner shall provide within the basic site rent the following services for the Resident:

- Sewer and water;
- Trash and garbage collection, except bulk items;
- Maintenance of roads and common areas;
- Snow clearance of roads within the Community.

15. SALE OF HOME BY RESIDENT.

The Resident shall have the right to sell his home and have it remain on the site after resale, subject to the following conditions and procedures:

(a) Thirty (30) days prior written notice shall be given to Owner by any Resident who intends to sell his home. "For Sale" signs shall be limited to one sign not to exceed 24 x 24 inches in size and shall only be displayed inside the window of the home for sale.

(b) The Resident shall permit the Owner to inspect the home for sale, including all structures appurtenant thereto, to determine whether or not the home will meet the Community standards in effect at the time the Resident occupied the home with respect to size, quality, material specifications, or construction and the current standards with respect to appearance and safety conditions, in order that home may remain in the Community upon resale. Said inspection shall be made within ten (10) days of Owner's receipt of written notice from the Resident.

(c) The Owner shall notify the Resident of the results of the inspection, in writing, within five (5) days of the inspection and shall furnish the Resident with (1) a written list of any necessary repairs, a list of deficiencies and/or conditions which must be completed to the Owner's satisfaction, prior to occupancy by any purchaser of the home or (2) a statement that the home does not meet the resale standards and may not remain in the Community after resale.

16. APPROVAL OF PROSPECTIVE RESIDENT.

Owner reserves the right to approve a prospective resident and purchaser of a home to be retained in the Community after resale. Such prospective resident must qualify and be acceptable as to credit, job stability and family status, on the same basis as of all new residents and complete the necessary documents required for a new Resident prior to occupancy or the home will be subject to removal from the Community.

17. MINIMUM STANDARDS OF HOMES.

All homes to be placed in the Community for the first time, or retained after resale in the Community, must meet the minimum standards with respect to size, quality, appearance, material specification, construction and safety condition as contained in the Rules (Appendix B) attached hereto and made a part hereof.

18. CHANGE OF LOCATION

Owner reserves the right, upon thirty (30) days prior written notice, in the sole discretion of the Owner, and for good reason, betterment and improvement of the Community to relocate a Resident, at the Owner's expense, to another site available in the Community.

9. PARTIAL PAYMENT.

No payment by Resident or receipt by Owner of an amount less than the monthly rent herein provided or a statement on any check nor on any letter accompanying any check or payment for rent shall be deemed an accord and satisfaction, and Owner may, at its option, accept such check or payment without prejudice to its rights to recover the balance of such rents or pursue any other remedy provided in this Agreement or by law.

10. RENT INCREASES.

After the initial term of this Agreement, Owner may from time to time upon proper notice, increase rent for the leased site.

11. RENT ADJUSTMENT AND ADDITIONS.

Resident will be subject to possible increase in rent during the lease term in accordance with the following provisions. In addition to the agreed rent, Resident shall pay, at the Owner's option, as additional rent during this lease term, an amount representing the Resident's proportionate share of any increases in real estate taxes on the Community, environmental, sewer or water connection or use fees, license fees, refuse collection, plus any new costs or charges or assessments subsequent to the commencement date of this Agreement imposed upon Owner by any governmental agency in the nature of or in lieu of real estate or other taxes. Any new or increased costs or charges, provided for in this section, shall be charged to Resident, at the Owner's option, after Owner has notified Resident in writing of the adjusted monthly rent at least thirty (30) days prior to the effective date such adjusted rent is due and payable.

12. REPRESENTATIONS IN APPLICATION.

Owner has tendered this Agreement to the Resident and Resident accepts same on the basis of representations contained in the application submitted by Resident to Owner for the purpose of inducing Owner to execute this Agreement; and in the event that any of the representations contained in the aforesaid application shall be found by Owner to be misleading, incorrect, or untrue, Owner shall have the right to forthwith cancel this Agreement and to repossess the site by legal process, reserving all rights and remedies against Resident as if a default hereunder had occurred in accordance with the terms hereof. Resident's rental application is attached hereto and made a part of this Agreement.

13. DISCLOSURE OF UTILITY SERVICES.

Prospective Resident acknowledges receipt of a "Site Accommodation Disclosure Statement" from the Owner identifying the availability, capacity and connection fee of all utility services at the home site which is the subject of the application and Agreement.

Resident accepts the site as proposed and understands that it is the Resident's responsibility to insure that the size of the site and the utility services are adequate for the proper installation and functioning of the home.

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Date \_\_\_\_\_