



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

September 23, 1986

Mr. Bernard F. Mannion
731 Highplain Drive
Bel Air, Maryland 21014

RE: PETITION FOR ZONING VARIANCE
NW/S of Pulaski Highway, (Route 40), Cor. SW/S
of Middle River Rd.
15th Election District
UTF - Maryland Limited Partnership - Petitioner
Crown Central Petroleum Corp. - Lessee
Case No. 87-149-A - \$62.60 ADVERTISING & POSTING COSTS

PETITION FOR ZONING VARIANCE
NW/S of Pulaski Highway (Route 40), 365' S of
Gunpowder Falls
11th Election District
UTF - Maryland Limited Partnership - Petitioner
Crown Central Petroleum Corp. - Lessee
Case No. 87-150-A - \$62.60 ADVERTISING & POSTING COSTS

PETITION FOR ZONING VARIANCE
SW/cor. of Loch Raven Blvd. and Joppa Rd.
9th Election District
UTF - Maryland Limited Partnership - Petitioner

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

No. 025542 & POSTING COSTS

DATE 9/29/86 ACCOUNT R-01-615-000 or advertising and fee must be paid

SIGNS & POSTS RETURNED 0/0/86 AMOUNT \$ 203.20 NO POSTS RETURNED ISSUED.

RECEIVED FROM Crown Central Petroleum Corporation, P.O. Box 1168, Baltimore, Md. 21203

ADVERTISING & POSTING RE CASE NOS. 87-149-A, 87-150-A, and 87-151-A on the time hearing itself.

FOR

VALIDATION OR SIGNATURE OF CASHIER

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 27.4 Date of Posting 9/29/86
Posted for Variance
Petitioner: UTF - Maryland Limited Partnership
Location of property: SW/cor. Loch Raven Blvd. & Joppa Rd.
Location of Signs: SW/cor. Loch Raven Blvd. & Joppa Rd.
Remarks: 15' x 15' signs
Posted by [Signature] Date of return: 10/1/86
Number of Signs: 1

CERTIFICATE OF PUBLICATION

TOWSON, MD., September 11, 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 11, 1986.

THE JEFFERSONIAN,

[Signature]

Publisher

Cost of Advertising

24.75

PETITION FOR ZONING VARIANCE
No. 87-151-A
LOCATION: Southwest Corner of Loch Raven Boulevard and Joppa Road
DATE AND TIME: Wednesday, October 1, 1986, at 10:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland
The Zoning Commission of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing: Petition for Zoning Variance in person and a free-standing, replacement, relocated, double-faced 12 sign of 181.3 square feet in lieu of the permitted 100 square feet.
Being the property of UTF - Maryland Limited Partnership, as shown on plan filed with the Zoning Office.
In the event that this Petitioner is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commission will, however, entertain any request for a stay of the 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
Baltimore County
900 Sept. 11

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
To: Zoning Commissioner
Norman E. Gerber, AICP, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petitions NO. 87-149-A, 87-150-A and 87-151-A.

In view of the fact that the proposed signs are replacement/conversions at existing stations, this office offers no comments.

[Signature]
Norman E. Gerber, AICP
Director

NEG:JGH:slm

CPS-008



Maryland Department of Transportation
State Highway Administration

July 16, 1986
William K. Hellmann
Secretary
Hal Kozloff
Administrator

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

Attn: Mr. James Dyer

Re: ZAC Meeting of 7-15-86
ITEM: #11.
Property Owner: UTF - Maryland Limited Partnership
Location: SW Corner Loch Raven Blvd., Route 542, and Joppa Rd.
Existing Zoning: B.R. - CNS
Proposed Zoning: Variance to allow a free standing, replacement relocated, double-faced 1-D sign of 181.3 square feet in lieu of the allowed 100 square feet
Acres: .463 Acres
District: 9th Election District

Dear Mr. Jablon:

On review of the submittal for sign variance, the site plan has been forwarded to the State Highway Administration Beautification Section, c/o Morris Stein (659-1642) for all comments relative to zoning.

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

By: George Wittman

CL:GW:maw

cc: Mr. J. Ogle
Mr. M. Stein (w-attachment)

My telephone number is (301) 659-1350
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-482-5062 Statewide Toll Free
P.O. Box 7177 North Calvert St., Baltimore, Maryland 21203-0717

Mr. Bernard F. Mannion

September 23, 1986
Page 2

Please make the check payable to "Baltimore County, Maryland" and remit it to Miss du Bois, of the Zoning Office, Room 113, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland 21204, before the hearing.

Sincerely,

[Signature]
ARNOLD JABLON
Zoning Commissioner

AJ:med

Andrew Lapayowker, Esquire
Crown Central Petroleum Corporation
1 North Charles Street
Baltimore, Maryland 21201

August 22, 1986

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE
SW/cor. of Loch Raven Blvd. and Joppa Rd.
9th Election District
UTF-Maryland Limited Partnership - Petitioner
Lessee: Crown Central Petroleum Corporation
Case No. 87-151-A

TIME: 10:30 a.m.
DATE: Wednesday, October 1, 1986
PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

[Signature]
Zoning Commissioner
of Baltimore County

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

No. 019986

DATE 7/7/86 ACCOUNT R-01-615-000

AMOUNT \$ 14300.00

RECEIVED FROM G. K. Holmes Crown Central Petroleum Corp.

FOR VARIANCE ITEM #9 10/1/86

VALIDATION OR SIGNATURE OF CASHIER

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

September 17, 1986

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

080

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

Andrew Lapayowker, Esquire
1 North Charles Street
Baltimore, Maryland 21201

RE: Item No. 11 - Case No. 87-151-A
Petitioner: UTF-Maryland Limited Partnership
Petition for Zoning Variance

Dear Mr. Lapayowker:

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.

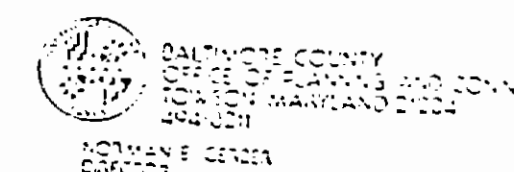
Very truly yours,

[Signature]
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:kbb

Enclosures

cc: Mr. Bernard F. Mannion
731 Highplain Drive
Bel Air, Maryland 21014



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

August 26, 1986

Re: Zoning Advisory Meeting of July 15, 1986
Item # 11
Property Owner: UTF/MD LIMITED PART.
Location: SW/CORNER LOCH RAVEN BLVD & JOPPA RD.

Dear Mr. Jablon:

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

- ☒ There are no site planning factors requiring comment.
- ☒ A County Review Group Meeting is required.
- ☒ A County Review Group Meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- ☒ This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- ☒ A record plat will be required and must be recorded prior to issuance of a building permit.
- ☒ The access is not satisfactory.
- ☒ The circulation on this site is not satisfactory.
- ☒ The drainage 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 [blank].
- ☒ Handicapped: This comply with Baltimore County Landscaping Manual.
- ☒ The property is located in a deficient service area as defined by 2111.11A-29. No building permit may be issued until a Reserve Capacity Use Certificate has been issued.
- ☒ The property is located in a traffic area as defined by a "T" level intersection as defined by 2111.122-27, and its conditions change are reevaluated annually by the County Council.
- ☒ Additional comments:

cc: James Russell

Kurone A. Jager
Chief, Current Planning and Development

CERTIFICATE OF PUBLICATION

TOWSON, MD., September 10, 1986

THIS IS TO CERTIFY, that the annexed advertisement was published in the TOWSON TIMES, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on September 10, 1986

TOWSON TIMES,

Susan Sluder Obrecht
Publisher

38.25

RECEIVED FROM
TOWSON TIMES
Case No. 87-151-A
1. LOCATION: Corner of Loch Raven Boulevard and Joppa Road
DATE AND TIME: Weekday, Monday, October 1, 1986 at 10:00 a.m.
CLERK: HEARING ROOM 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland
The Zoning Commissioner of Baltimore County, by authority of the Board of and Regulations of Baltimore County, will hold a public hearing.
For the Zoning Hearing to be held, a fee of \$100.00 must be paid to the Zoning Hearing Room, 106 County Office Building, 111 West Chesapeake Avenue, Towson, Maryland, on or before the date of the hearing. The fee shall be refundable if the applicant withdraws the application or if the application is not acted upon within the time specified in the Zoning Hearing Notice.
In the event that the applicant is granted a hearing, the applicant shall be required to pay a fee of \$100.00 to the Zoning Hearing Room, 106 County Office Building, 111 West Chesapeake Avenue, Towson, Maryland, on or before the date of the hearing. The fee shall be refundable if the applicant withdraws the application or if the application is not acted upon within the time specified in the Zoning Hearing Notice.
APPROVED AND FORWARDED:
ZONING COMMISSIONER
OF BALTIMORE COUNTY
8/25/86 Case No. 87-151-A



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

PAUL H. REINCKE
CHIEF

July 17, 1986

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

RE: Property Owner: UTF - Maryland Limited Partnership
Location: SW corner Loch Raven Blvd. & Joppa Rd.
Item No.: 11 Zoning Agenda: Meeting of July 15, 1986

Gentlemen:

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

() 1. Fire hydrants for the referenced property are required and shall be located at intervals of 100 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 comment at this time.

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

/mb

UTF - MARYLAND LIMITED PARTNERSHIP
4770 BISCAYNE BOULEVARD
MIAMI, FLORIDA 33137

April 1, 1986

TO WHOM IT MAY CONCERN:

Crown Central Petroleum Corporation is hereby authorized to file applications for zoning variances and/or permits for the remodeling or construction of the service stations listed on the attached sheet. UTF - Maryland Limited Partnership is the fee owner of each of the properties listed.

Please accept a photocopy of this letter as if the same were an original.

UTF - Maryland Limited Partnership

By *Pauline*

CROWN NO.	BP NO.	HARFORD COUNTY
MD-104	242	Rt. 1 & MD Rt. 147
MD-105	241	Rt. 322 & Calvary Rd. (Rt. 136)
CARROLL COUNTY		
MD-106	215	Rts. 26 & 32
CHARLES COUNTY		
MD-107	136	US Hwy. 301 & Waldorf
HOWARD COUNTY		
MD-108	207	Rt. 40 & Chatham
MD-127	226	All Saints Road & Route 216
PRINCE GEORGES COUNTY		
MD-111	120	Chillum & Queens Chapel
MD-112	131	Riverdale & Proposed Fernwood
MD-113	164	5435 Kenilworth
MD-114	117	48th & National Defense Hwy.
MD-117	547	George Palmer Hwy. & Ardmore-Ardwick
MD-120	127	Brooks Dr. & Marlboro
MD-121	530	Rt. 214 & Hampton Park Blvd.
MD-122	548	Rt. 301 (Crain Hwy.) & Point Ridge
MD-125	163	5321 Indian Head Hwy.



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

STEPHEN E. COLLINS
DIRECTOR

August 14, 1986

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

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items number 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.

Very truly yours,

Michael S. Flanigan
Michael S. Flanigan
Traffic Engineer Associate II

MSF:tt



BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-3610

July 30, 1986

TED ZALESKI, JR.
DIRECTOR

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

Dear Mr. Jablon:

Comments on Item # 11 Zoning Advisory Committee Meeting are as follows:

Property Owner: UTF - Maryland Limited Partnership
Location: SW corner Loch Raven Blvd. & Joppa Road
District: 9th.

APPLICABLE ITEMS ARE CIRCLED:

(A) 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.D.A. 11-1-1 - 1980) and other applicable Codes and Standards.

(B) A building and other miscellaneous permits shall be required before the start of any construction.

(C) Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland architect or engineer is not required on plans and technical data.

(D) 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.

(E) All Use Groups except R-1 Single Family Detached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. R-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 exterior wall within 3'-0" of an interior lot line.

(F) The structure does not appear to comply with Table 505 for permissible height/area. Reply 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 601 and 505 and have your Architect/Engineer contact this department.

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

(H) 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 312 of the Building Code.

(I) The proposed project appears to be located in a Flood Plain, Tidal/Riverine. Please see the attached copy of Section 316.0 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct elevations above sea level for the 1st and the finished floor levels including basement.

(J) Comments: Signs shall comply with Article 19. See also the amendments in Council Bill #17-85.

(K) 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 122 of the County Office Building at 111 West Chesapeake Avenue, Towson, Maryland 21204.

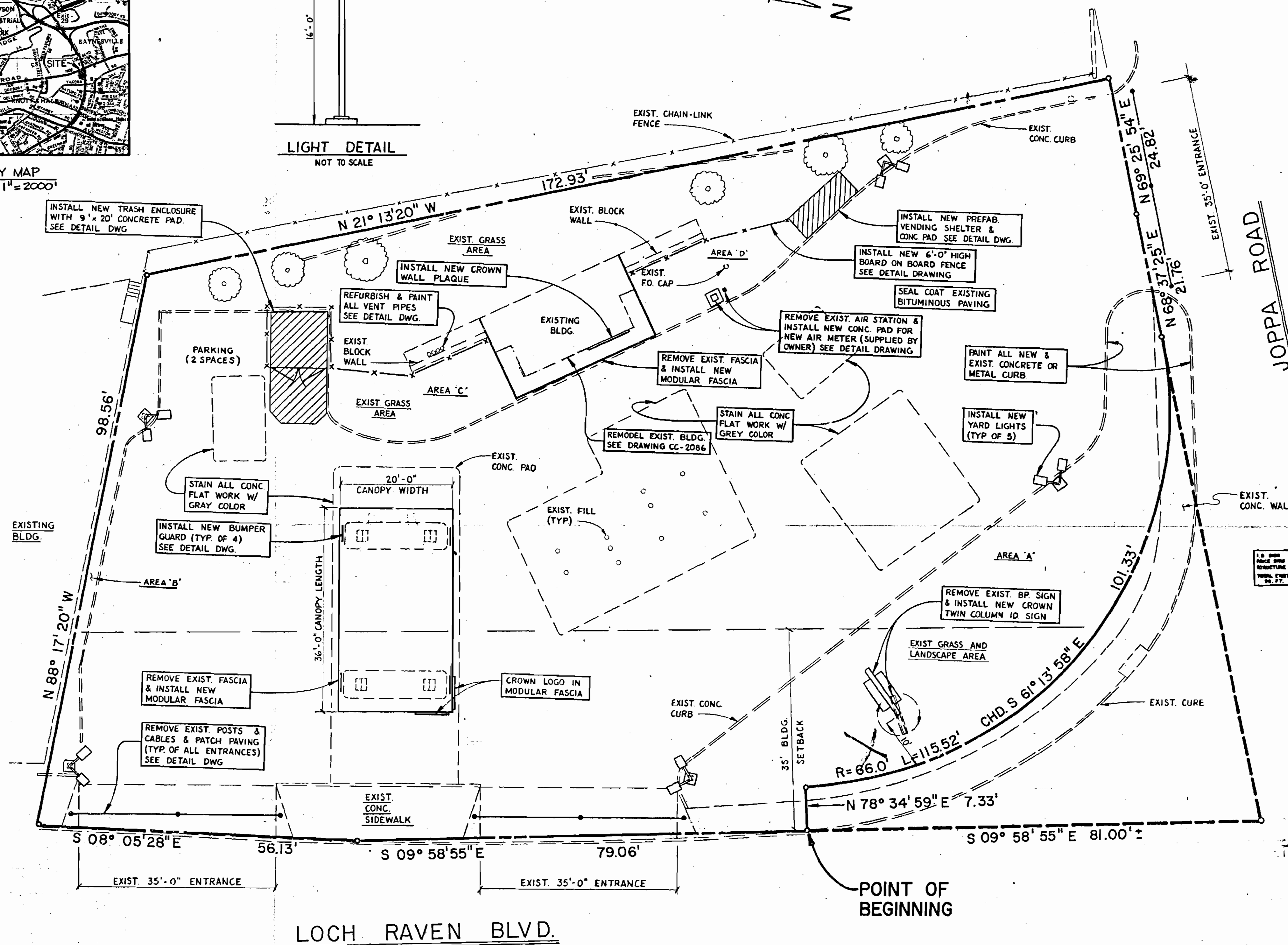
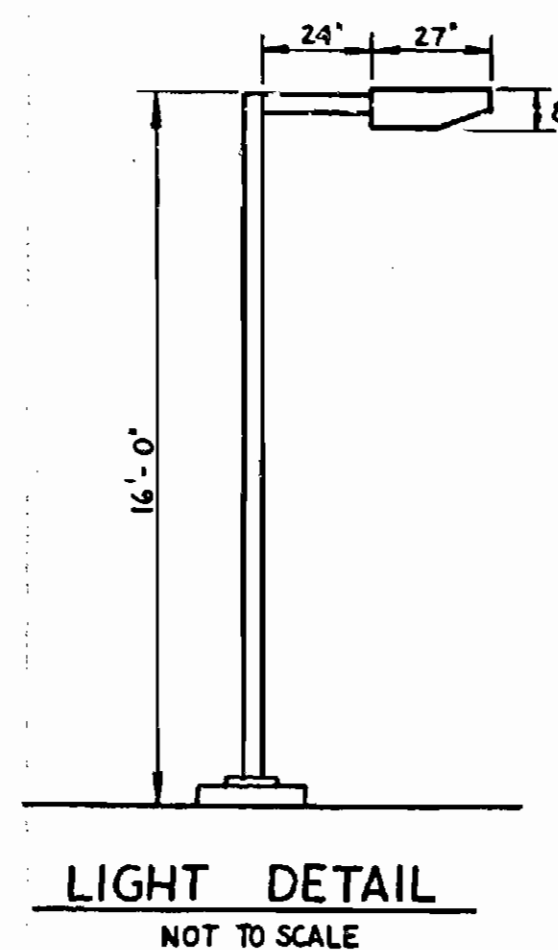
8/22/86

Charles E. Johnson
By: C. E. Johnson, Chief
Building Plans Review

CROWN NO.	BP NO.	BALTIMORE CITY
MD-53	491	3550-3572 Potee St. & Patapsco
MD-54	236	3508 Wilkins Ave.
MD-55	104	Monroe St. & Washington Blvd.
MD-56	113	3224 Washington & Caton Ave.
MD-57	235	5801-15 Eastern Ave. & Bonsal
MD-58	205	Belair Road & Glenmore Ave.
MD-59	693	Erdman & Sinclair
MD-60	641	Haven & Pulaski Hwy.
MD-62	238	1001 North & Madison
MD-63	237	Fallstaff & Reisterstown
BALTIMORE COUNTY		
MD-65	432	7409 Liberty Rd. & Croyden
MD-66	246	Pulaski & Middle River Road
MD-67	169	Eastern Blvd. & Quince Orchard Rd.
MD-68	412	Berryman Lane & Reisterstown (#140)
MD-69	248	2312 York Road
MD-70	234	Liberty Road & Brenbrook Dv.
MD-71	220	York & Burke
MD-72	148	Joppa Road & Loch Raven Blvd.
MD-73	153	Loch Raven & Taylor
MD-74	250	9810 Harford Road & Relocated Joppa
MD-77	143	Ebenezzer & Pulaski
MD-79	698	Melvin & Winters Lane
MD-80	692	York & Winwood (Ft. & Harlan)
MD-81	247	12436 Pulaski Highway

CROWN NO.	BP NO.	MONTGOMERY COUNTY
MD-82	167	11295 Viers Mills Road
MD-84	509	18040 Georgia Avenue & 3rd
MD-85	770	New Hampshire & Ashton
MD-87	694	7628 Old Georgetown Road
MD-89	133	Shady Grove & Gaither Road
MD-91	162	15805 Frederick Road
MD-92	110	Georgia & Colesville

CROWN NO.	BP NO.	ANNE ARUNDEL COUNTY
MD-93	249	Crain Highway & Aquahart Road
MD-94	246	Old Mill & Rt. 2
MD-96	208	Rt. 175 (Old Annapolis Road)
MD-97	245	Eight Ave. & Governor Ritchie Hwy.
MD-100	483	241 West & Monticello
MD-101	486	Old Annapolis & Relocated Wilson



ZONING STATUS

EXISTING ZONING: PARCEL #1 BR

EXISTING DISTRICT: CNS

AREA REQUIREMENTS

2 # DISPENSER ISLANDS WITH 4 # ^(DIAL) MINOR PRODUCT DISPENSERS CAPABLE OF SERVING 6 CARS AT ANY ONE TIME.

TOTAL SERVICING SPACES 8
TOTAL SERVICING BAYS 8
TOTAL BAYS & SPACES 8

SITE AREA REQUIRED TOTAL BAYS & SPACES 8 * 1500 SQUARE FEET = 12,000 SQUARE FEET. MINIMUM AREA REQUIRED 15,000 SQ. Ft.

PROPOSED ANCILLARY & ADDITIONAL AREA REQUIRED _____

PROPOSED COMBINATION USES _____
ADDITIONAL AREA REQUIRED _____

TOTAL AREA REQUIRED 15,000 +
TOTAL AREA OF TRACT 10,832 +

ACCESS POINTS

NUMBER OF DRIVEWAYS ON FRONT STREET 2 TIMES 65 = 135
(REQUIRED WIDTH)
ACTUAL SITE WIDTH 186'

LANDSCAPING

AREA "A" = 2324 SQUARE FEET AREA "C" = 392 SQUARE FEET
AREA "B" = 455 SQUARE FEET AREA "D" = 521 SQUARE FEET

TOTAL 3662 SQ. FT. = 17.6 % OF TRACT
5% OF TRACT 1042 SQ. FT.
LANDSCAPING CONSISTS OF (DESCRIPTION) GRASS AREA & EVERGREEN TREES

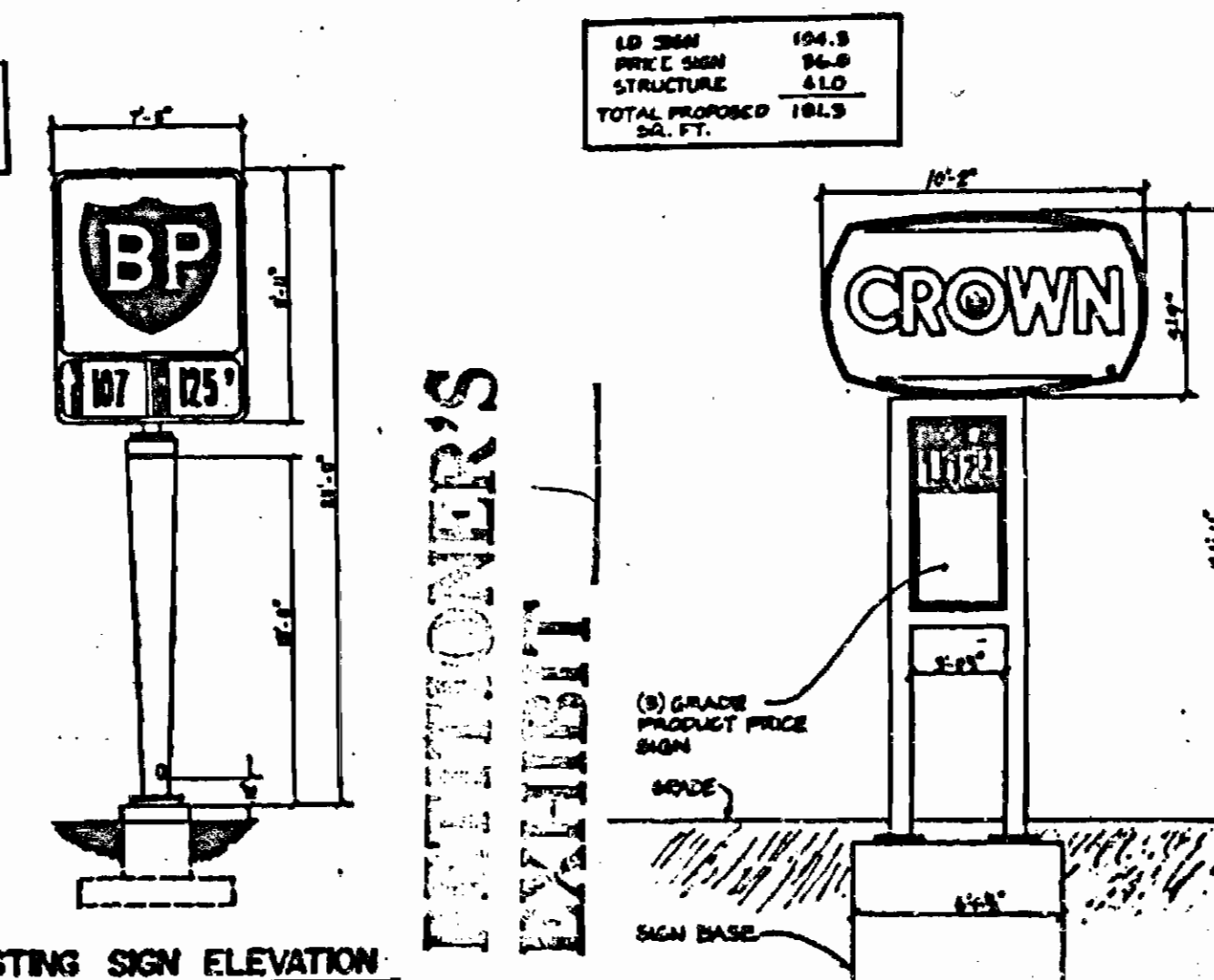
- LIGHTING

(2) TYPE METAL HALIDE HEIGHT 16' W 24" TWIN ARM (DESCRIPTION)
(2) TYPE _____ HEIGHT _____ (DESCRIPTION)

PARKING

PARKING SPACES REQUIRED THREE FOR EACH BAY _____
PARKING SPACES PROVIDED 2
(ALL PARKING MUST BE SET BACK 8 FEET FROM STREET PROPERTY LINE)

NOTE: NO INDUSTRIAL WATER WILL BE USED OR INDUSTRIAL WASTE WATER DISCHARGED FROM THIS STATION.



9th ELECTION DISTRICT
CASE NO. 2152-S 12/10/51
PLAT FOR ZONING VARIANCES ITEM 11

OFFICE COPY
1 sign
87-151-A
REVISED PLANS

MD-72

CROWN CENTRAL PETROLEUM CORPORATION

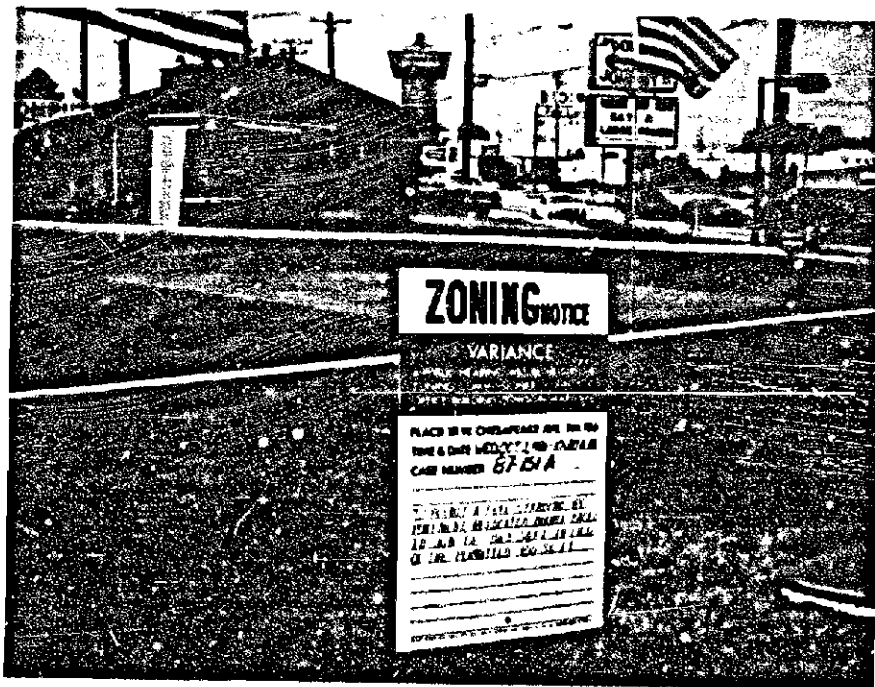
 PRODUCERS • REFINERS • MARKETERS OF PETROLEUM PRODUCTS AND PETROCHEMICALS

GENERAL OFFICES • ONE NORTH CHARLES • P.O. BOX 1168 • BALTIMORE, MARYLAND 21203

PLOT PLAN - CROWN SERVICE STATION
 LOCH RAVEN BLVD & JOPPA ROAD
 BAYNESVILLE, BALTIMORE CO. MARYLAND

SCALE: $1'' = 10' - 0''$		DATE: 10-13-85		STATION NUMBER MD-72	
DRAWN BY MSM		CHECKED BY		DRAWS/AG NUMBER CCP-85	
				REV. NO.	

BRUNING 44 123 62006



MD-72
LOCK RAVEN
& JOPPA RDS.
BALTIMORE,
COUNTY.

TAKEN 9/24/66
AFM

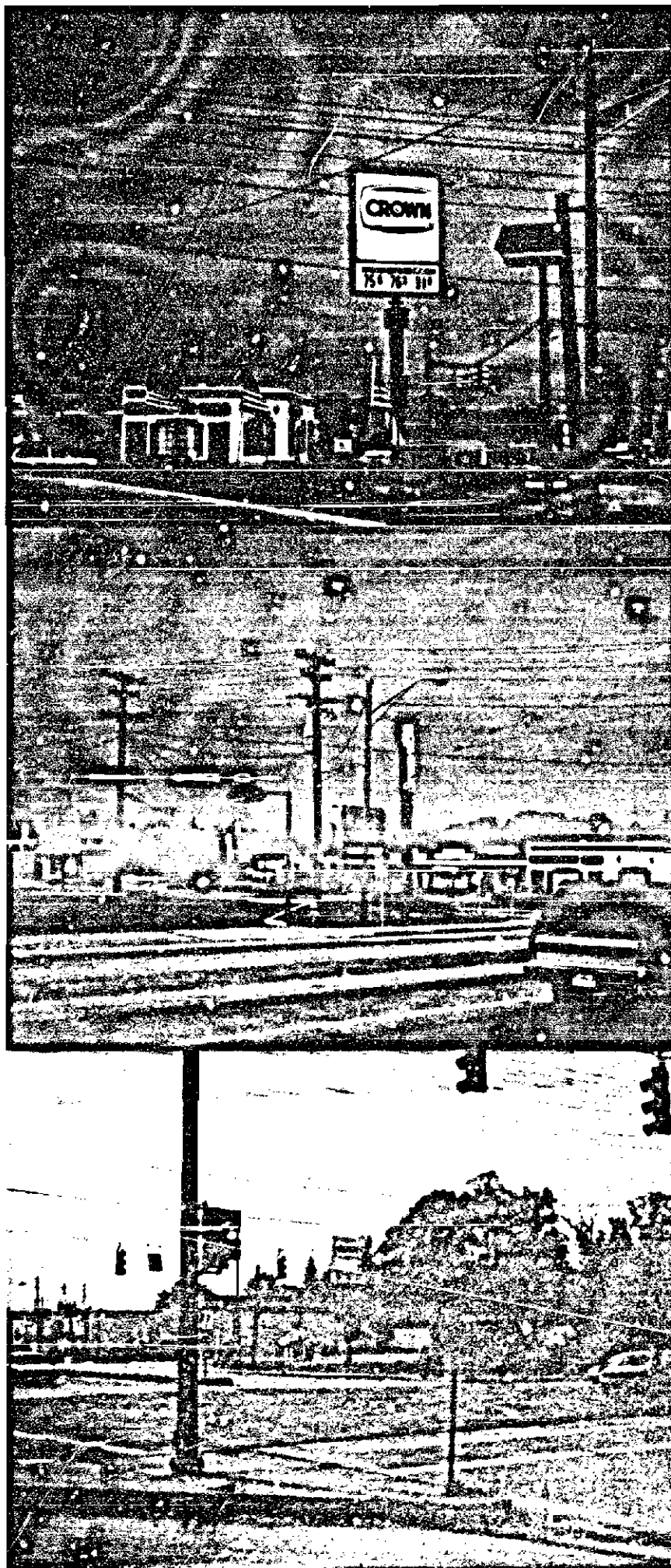
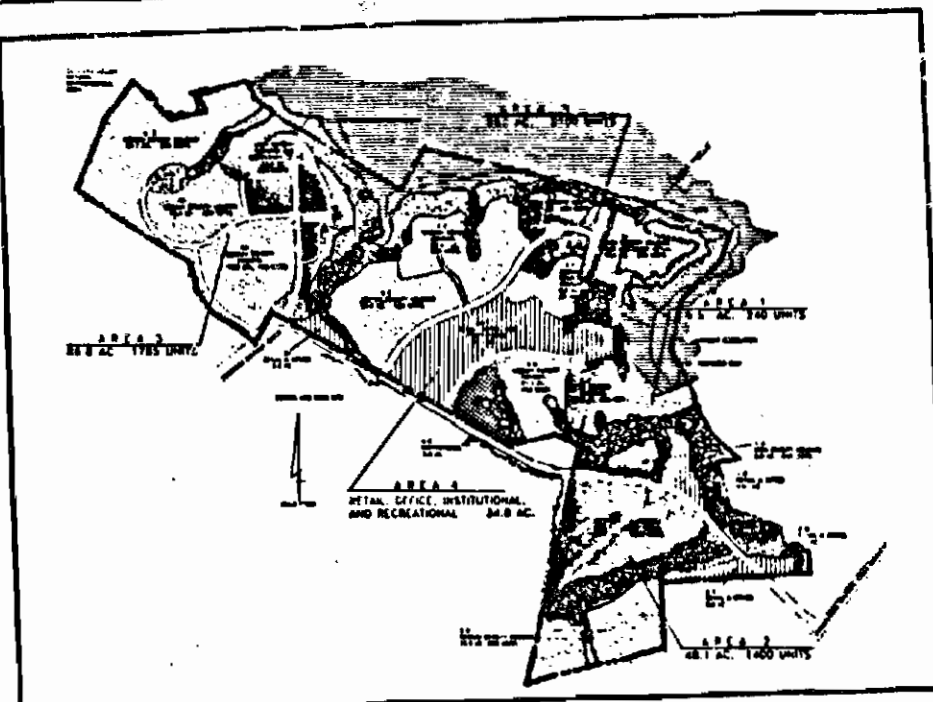


EXHIBIT 7
PETITIONER'S



Report to the Baltimore County Planning Board
by the Director of the Office of Planning
and Zoning

On the Petition for a Planned Unit Development
called 'Lakeside' as proposed by Bancroft Homes
of Owings Mills Inc.

Donald P. Hutchinson, County Executive of
Baltimore County, Maryland

August 1, 1986

TRUE COPY - TEST:
ZONING COMMISSIONER OF BALTO. CO.



Reisterstown-Owings Mills-Glyndon
Coordinating Council
October 3, 1986

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

Dear Mr. Jablon:

In connection with the hearing for the Lakeside PUD, enclosed
for the record is the statement of the Reisterstown-Owings Mills-
Glyndon Coordinating Council.

Sincerely,
Stuart J. Appelbaum
President

Enclosure

PROTESTANT'S
EXHIBIT 5

P.O. Box 117 Reisterstown, Maryland 21136

OF THE PRIMARY FUNCTIONS OF THE LAKE, THE ABSENCE OF THE LAKE
WOULD CREATE A NEED FOR LARGE STORM WATER MANAGEMENT AREAS WITHIN
LAKESIDE. THIS WOULD CHANGE DENSITY PATTERNS AND OPEN SPACE
ACREAGES WITHIN LAKESIDE. THE AUTHORIZATION PLAN SHOULD CONSIDER
THIS CONTINGENCY. APPROVAL OF THE AUTHORIZATION PLAN AS IT IS
CURRENTLY FORMULATED ENTAILS SOME RISK TO THE COUNTY. IF THE
LAKE IS APPROVED, WE ARE ALSO CONCERNED ABOUT SUFFICIENT PUBLIC
ACCESS TO THE LAKE. AS A PUBLIC FACILITY, ADEQUATE PUBLIC
PARKING MUST BE PROVIDED SO THAT THE LAKE IS OPEN TO ALL ON AN
EQUAL BASIS. THE COUNTY MUST NOT ALLOW RED RUN LAKE TO BECOME
"LAKESIDE LAKE".

ANOTHER MAJOR CONCERN OF ROG IS EMERGENCY SERVICES IN
LAKESIDE AND THE ENTIRE TOWN CENTER. WE BELIEVE THAT THE PUD,
WITH ITS DENSE URBANIZATION AND POTENTIAL HIGH RISE BUILDINGS,
WILL RENDER EXISTING FIRE PROTECTION INADEQUATE. OUR COMMUNITY
IS CURRENTLY SERVED BY VOLUNTEER FIRE COMPANIES WITH A PAID
STATION AS BACKUP. WHILE OUR VOLUNTEER FIREMAN DO A REMARKABLE
JOB WITH THEIR LIMITED RESOURCES, FIRE PROTECTION FOR LAKESIDE
AND THE OTHER DEVELOPMENTS PLANNED FOR THE TOWN CENTER WILL BE
BEYOND THEIR CAPABILITIES. ALTHOUGH THE OFFICE OF PLANNING AND
ZONING (OPZ) REPORT STATES THAT THE PUD WILL NOT CAUSE
SIGNIFICANT FIRE PROTECTION PROBLEMS, WE BELIEVE THAT THE PUD
MUST BE VIEWED IN THE CONTEXT OF ALL PLANNED DEVELOPMENTS IN THE
TOWN CENTER. IN OTHER WORDS, LAKESIDE MUST BE VIEWED AS A LAST
ADDED INCREMENT, NOT AS A COMPLETELY SEPARATE ENTITY. WE BELIEVE
THAT CONTINUED RELIANCE ON VOLUNTEER FIREFIGHTING WILL PROVE
DANGEROUS AND EXPANSION OF THE EXISTING PAID STATION OR

2

STATEMENT OF THE REISTERSTOWN-OWINGS MILLS-GLYNDON
COORDINATING COUNCIL ON THE LAKESIDE PUD
ZONING COMMISSIONER'S HEARING - OCTOBER 3, 1986

MR. COMMISSIONER: MY NAME IS STUART APPELBAUM. I RESIDE AT
10 CARISSA COURT, OWINGS MILLS. I AM PRESIDENT OF THE
REISTERSTOWN-OWINGS MILLS-GLYNDON COORDINATING COUNCIL, BETTER
KNOWN AS ROG, AND I AM HERE REPRESENTING ROG.

WE HAVE REVIEWED THE LAKESIDE PUD PETITION AND THE REPORT BY
THE DIRECTOR OF THE OFFICE OF PLANNING AND ZONING DATED AUGUST 1,
1986. DUE TO THE RATHER SHORT SCHEDULE FOR CONSIDERATION OF THE
PETITIONER'S PROPOSAL, I AM UNABLE TO PRESENT ROG'S FINAL
POSITION ON THE LAKESIDE PUD. HOWEVER, AFTER CONSIDERATION BY
OUR EXECUTIVE BOARD, I AM HERE TO RAISE SEVERAL CONCERNS WHICH
SHOULD BE CONSIDERED IN YOUR DETERMINATION OF THE PUD'S IMPACT ON
THE HEALTH, SAFETY, AND GENERAL WELFARE IN THE VICINAL AREA.

LAKESIDE, BY ITS VERY NAME, IS LINKED TO CONSTRUCTION OF RED
RUN DAM AND LAKE. THE AUTHORIZATION PLAN ASSUMES THE EXISTENCE
OF THE LAKE AS A BASIS FOR DESIGN OF OPEN SPACE, RECREATION, AND
OTHER DEVELOPMENT FEATURES. AS OF THIS DATE, THE STATE OF
MARYLAND IS SCHEDULED TO ISSUE A PRELIMINARY PERMIT AND THE ARMY
CORPS OF ENGINEERS HAS YET TO MAKE A DECISION ON ISSUING A PERMIT
UNDER SECTION 404 OF THE CLEAN WATER ACT (P.L. 92-500). HAS THE
COUNTY CONSIDERED THE EFFECT ON THE AUTHORIZATION PLAN IF THE DAM
AND LAKE ARE NOT APPROVED, OR APPROVED WITH SUBSTANTIAL CHANGES?
WE BELIEVE THAT THIS SCENARIO WOULD RENDER THE AUTHORIZATION PLAN
OBSOLETE, TO SAY THE LEAST. SINCE STORM WATER MANAGEMENT IS ONE

1

CONSTRUCTION OF ANOTHER PAID STATION WILL BE NEEDED.

WE NOTE THAT THE PETITIONER PROPOSES TO DONATE A 2.2 ACRE
SITE FOR A POLICE STATION. WE AGREE THAT A SITE FOR A NEW
STATION IS NEEDED. HOWEVER, PAGE 47 OF THE OPZ REPORT STATES
THAT A 5 ACRE SITE IS NEEDED. SINCE DEVELOPMENT OF LAKESIDE WILL
ACCELERATE THE NEED FOR THE NEW POLICE STATION, WE BELIEVE THE
PETITIONER SHOULD BE REQUIRED TO PROVIDE THE 5 ACRE SITE.

WE ARE ALSO CONCERNED ABOUT THE PETITIONER'S REQUEST FOR
ZONING VARIANCES TO ALLOW FOR BUILDINGS HIGHER THAN THE PERMITTED
100 FEET. WE ASK THAT THE COMMISSIONER CONSIDER THE AESTHETIC
IMPACTS ON THE SURROUNDING COMMUNITY BEFORE ALLOWING 400 FOOT
HIGH TOWERS. WE WOULD ALSO LIKE TO POINT OUT THAT 400 FOOT HIGH
TOWERS RAISE QUESTIONS OF ADEQUATE FIRE PROTECTION, IN LIGHT OF
OUR PREVIOUS COMMENT ON THIS ISSUE. WE BELIEVE THAT A HEIGHT
LIMITATION OF 200 FEET WOULD ALLOW THE PETITIONER HIGHER
DENSITIES WHILE MINIMIZING VISUAL IMPACTS ON THE SURROUNDING
COMMUNITY.

INFRASTRUCTURE NEEDS SHOULD BE ADDRESSED MORE THOROUGHLY IN
THE AUTHORIZATION PLAN. THE OPZ REPORT DISCUSSES "PROBABLE
RESPONSIBILITIES". THIS TERM SEEMS RATHER NEBULOUS AT BEST. WE
BELIEVE THAT DEVELOPER AND COUNTY RESPONSIBILITIES SHOULD BE
ADDRESSED MORE DEFINITELY BEFORE FINAL APPROVAL. WE SHOULD LEARN
FROM THE MISTAKES MADE IN WHITE MARSH WITH REGARD TO INSURING
ADEQUATE INFRASTRUCTURE IS IN PLACE BEFORE DEVELOPMENT PROCEEDS.
THEREFORE, THE COUNTY SHOULD CONSIDER SECONDARY IMPACTS IN
DEVELOPING FUTURE CAPITAL BUDGETS. FOR EXAMPLE, DOLFIELD ROAD

3

OUTSIDE OF LAKESIDE WILL BE INADEQUATE TO HANDLE TRAFFIC OUTSIDE
THE DEVELOPMENT WITHOUT UPGRADING.

LASTLY, WE ARE CONCERNED ABOUT ADEQUATE REVIEW OF THE PUD.
THIS COUNTY IS NORMALLY NOTED FOR THE THOROUGHNESS OF ITS REVIEWS
AT ALL STAGES OF DEVELOPMENT TO INSURE THAT THE PUBLIC INTEREST
IS PROTECTED. WE NOTE THAT THE LAKESIDE PUD WAS SUBMITTED TO THE
COUNTY ON JUNE 4, 1986. WE WOULD HOPE THAT IN THE BRIEF FOUR
MONTHS THAT THE COUNTY HAS HAD THE PROPOSAL, THE OFFICE OF
PLANNING AND ZONING HAS HAD THE OPPORTUNITY TO REVIEW THE PUD AND
ITS RAMIFICATIONS. AS YOU WELL KNOW, APPROVAL OF THE PUD WILL
SUPERCEDE ALL FUTURE ZONING PROCEDURES. IN EFFECT, THE PUD ACTS
ALMOST AS A SEPARATE CITY WITH MANY OF THE ZONING COMMISSIONER'S
CONTROLS REMOVED. WE ASK WHAT PROCEDURES HAVE BEEN SET UP IN
LAKESIDE TO INSURE ADEQUATE CONTROLS AND REGULATIONS TO PROTECT
THE PUBLIC INTEREST. THE PETITIONER HAS HAD A SUCCESSFUL TRACK
RECORD ON THEIR OTHER PROJECTS IN THE COUNTY. HOWEVER, LAKESIDE,
IS APPROXIMATELY FIVE TIMES LARGER THAN ANY OTHER PROJECT
UNDERTAKEN BY THE PETITIONER. WE HOPE THAT THE PETITIONER AND
THE COUNTY WILL USE CONSULTANTS AS NECESSARY TO INSURE THAT THE
FEATURES PROMISED IN THE AUTHORIZATION PLAN ARE BUILT.

WE HOPE THAT THE COMMISSIONER WILL CONSIDER OUR CONCERNS IN
REACHING A DECISION ON THE LAKESIDE PUD'S IMPACTS ON THE HEALTH,
SAFETY, AND GENERAL WELFARE IN THE VICINAL AREA.

4

the Soldier's Delight Natural Reserve Area, and the proposed school site.

b. Zones, etc.

The existing zones, lot lines and overall site boundaries of the proposed PUD site are set forth on Exhibit 4.

c. Natural Conditions

Certain changes to the existing natural conditions (including major grading) will be necessary to accommodate the proposed Authorization Plan. Exhibit 9, which is for illustrative purposes only, is a plan illustrating different uses of a portion of the Property. Grading will take place in developable areas only, in accordance with ultimate development and all applicable state, county and federal regulations.

d. Numbers of Units and Population

The Authorization Plan provides for 6,804.5 density units which would be equal to approximately 5,525 residential units. Of these residential units, 2,560 are projected to be three bedroom units or larger, and 4,265 are projected to be either one or two bedroom units. Exhibit 10 sets forth the anticipated stages of development. The maximum and minimum number of units will be such as will not result in a material change to the Authorization Plan. If there are changes that result in material change they will be subject to further PUD approval processes. The concept of material change and how approval thereof will be obtained is to be addressed in a memorandum to be submitted after the filing of the Petition. See section k below.

Residential and employment population estimates are set forth in Exhibit 11.

e. Location, Extent and Forms
f. Layout and Classification
g. Service Areas

The Authorization Plan as proposed sets forth the anticipated locations of the uses including residential, commercial and retail development and the anticipated location of the common open spaces and parking areas. See Exhibit 5. Locations show the uses anticipated, including the housing type, whether medium or high density. The exact type of home to be built at any location has not been determined, as the Petitioner wishes to maintain maximum flexibility, so that during development, changes may be made to meet the changing demands of the marketplace. For the same reasons, Exhibits 7 and 8 show only major transportation routes through the Lakeside PUD and indicate only the proposed location of walkways, bicycle paths, service areas and utilities.

Areas for retail shops and services, commercial uses and offices have been designated. See Exhibit 5. The exact uses for these areas have, however, not been specifically identified. It is impossible to state at this time exactly what these will be, as user demand will dictate needs. For planning purposes, Petitioner desires to be as inclusive as is possible and say that all retail, commercial and office uses currently allowed and any future uses allowed by the PUD Regulations or future PUD Regulations are permissible in the areas so designated.

Petitioner requests that the number of square feet of commercial office and retail space allowed at Lakeside be the amount set forth in Exhibit 2 (retail - 136,100 sq. ft., office - 68,050 sq. ft.), which is computed in accordance with the formulas stated in the PUD Regulations 430.2.D.5. and 7. Petitioner also requests that should the PUD Regulations subsequently be changed so as to allow larger allotments of commercial, office and retail space than under the current formulas, that the limits on office and retail space applied to Lakeside be raised to reflect the increment allowable under the revised regulations.

In addition to the retail, commercial and office use, Petitioner has shown a section on Exhibit 9 as designated for motels and inns and another area adjacent thereto designated as a waterfront facility. Another lakefront facility with a boating center has already been donated by Petitioner to the County.

Section 430.2.D. of the PUD Regulations sets forth other allowable uses not discussed herein or planned for or noted on any accompanying plats and exhibits. Such uses are 430.2.D. 2., utilities, 430.2.D.3., public facilities (with the exception of the interfaith center and community college), 430.2.D.4. institutions and 430.2.D.10, interim uses. Petitioner does not desire to exclude such uses from the proposed PUD, and seeks authorization to include them and any others allowed by amendments to the PUD Regulations or any successor PUD

Regulations.

Petitioner plans to provide adequate parking to accommodate all uses. It also plans to make all parking areas as attractive as possible by buffering such parking areas as well as residential areas on main roads with berms, landscaping and attractive fencing.

Further, Petitioner also seeks to use the Property in the manner and for the uses set forth in the Petitions For Variance and Special Hearing filed simultaneously herewith and in the manner as sought in such additional petitions as may be filed and granted subsequent to the Authorization Petition.

h. Construction Schedules

Proposed preliminary construction and site-development schedules are attached hereto as Exhibit 10.

i. Warranties, Deed Restrictions, Enforcement

It is anticipated that the Lakeside PUD will be made up of a series of neighborhoods subject to one or more condominium regimes and homeowners' associations for the various housing types that compose a particular neighborhood. Also, it is anticipated that there will be an umbrella organization that will be composed of all property owners in Lakeside, both residential and commercial. Covenants recorded in the Baltimore County Land Records would cause membership in the Association to be mandatory and automatic whenever property in Lakeside is purchased.

One of the Association's functions would be to own and

maintain the open spaces and recreational areas in Lakeside that are not dedicated to or owned by the County or other public agency. To acquire the financial resources to do this, the Association will have the right (granted in a recorded Declaration of Covenants, Conditions and Restrictions) to assess all property in Lakeside.

There could be a second tier of homeowners' associations structured at the neighborhood level and for the commercial and retail properties. Each such association could own and maintain recreational facilities to be used by its members, such as swimming pools, tennis courts, tot lots and various other amenities. Also, each association could enforce the architectural and use covenants that pertain to it.

In order to obtain the finances to act in the manner described, each neighborhood association will have the right granted to Lakeside Association to assess its members' property in order to generate the funds it requires. Each neighborhood could, however, set its assessments at different levels. This would allow each neighborhood to select a level of recreational amenities that it feels is appropriate as Lakeside's different neighborhoods will accommodate a variety of lifestyles.

Warranties

As a vendor of homes, Petitioner will warrant the quality of the dwelling units it constructs in accordance with the warranties set forth in Section 10-201 et. seq. of the

Real Property Article of the Annotated Code of Maryland.

Petitioner will provide additional warranties through a Homeowners Warranty (HOW) or a Residential Warranty Corporation (RWC) type of program. Copies of the HOW and RWC Warranties are attached hereto as Exhibits 12 and 13 respectively.

Resales of homes in Lakeside will be accompanied by those warranties specifically made by sellers to buyers and as implied by law.

Design Elements

Petitioner believes that a sense of community can be fostered through the use of common design elements. Therefore, streets and neighborhoods will be designated by aesthetically pleasing signs sharing common design elements. It is anticipated that logos developed for Lakeside will be used consistently throughout the community. Also, any street furniture used in Lakeside will be of consistent design. Proposed sign regulations are attached as Exhibit 14. Logos and sign regulations will be subject to future reasonable change and alteration as aesthetics and technology evolve during the construction of the PUD.

j. Plans' Objectives

Petitioner desires to take advantage of the land planning flexibility offered by the PUD concept and as allowed by the PUD Regulations. The relatively new concept of the PUD represents a more flexible approach to the creation of

residential communities than traditional Euclidean zoning, which divides a community into districts and explicitly mandates segregated uses for such districts. Traditional lot-by-lot development under Euclidean zoning regimes has resulted in monotonous urban developments often lacking both the amenities and open space made possible by PUD. Hanke, Planned Unit Development and Land Use Intensity, 114 U Pa L Rev 15 (1965).

Because of its flexibility, the PUD process allows the developer to take into consideration the unique physical and demographic characteristics of a parcel of land and its surrounding population and create a well-planned community in which dwellings may be clustered on a portion of the land, freeing the remaining portion for parks, recreation and other community uses. This is precisely one of the objectives of the County Master Plan. See, County Master Plan at 34.

To achieve the necessary flexibility, PUDs permit (i) uses which would otherwise be prohibited within established zoning districts and (ii) deviations from bulk, density, setback and height requirements of such established districts. Rudderow v. Township Comm. of Mount Laurel, 121 N.J. Super. 409, 297 A.2d 583 (1972). Such deviation fosters consideration of the amount, location and proposed use of common open space; the location and physical characteristics of the proposed planned development and the location, design, type and use of the structure proposed. This flexibility is the very essence of a PUD. Woodhouse v.

Board of Commissioners of the Town of Nags Head, 299 N.C. 211, 261 S.E.2d 882 (1980).

The legislative objectives for the PUD Regulations are found in the Legislative Statement of Findings and Policy provided at Section 430.1.A.2 Unit Developments, Article 4 Special Regulations of the Baltimore County Zoning Regulations and are summarized as follows:

1. To permit design flexibility so that optimum land-planning solutions may be used to solve complex development problems;
2. To permit the integration of modern commercial and nonresidential facilities with the residential developments;
3. To permit such flexibility solely in connection with large tracts of land;
4. To draft liberal regulations so that developments may be diverse and well-planned, while the County retains discretionary authority to implement the PUD in accordance with its objectives;
5. To provide adequate requirements for review by the Planning Board, public hearings and the Zoning Commissioner; and
6. To permit large-scale development even in the areas where the establishment and installation of urban services is not yet scheduled.

The objectives of the PUD Regulations are to foster the development of well-designed communities by providing for uses and levels of land-use intensity not otherwise permitted in the zones in which such developments are situated; and to promote urban growth patterns which afford optimum levels of economy and efficiency. Additional administrative procedures, requirements and authority set forth in the PUD Regulations are intended to offset the greater freedom of land use permitted. See, Section 430.1.A.2 of the PUD Regulations.

"Lakeside PUD"

A description of the Lakeside PUD demonstrates that it does take advantage of the benefits allowed by the flexibility inherent in the PUD concept and the PUD Regulations to produce an integrated residential and nonresidential development on a large tract of land which solves the complex problem of how to implement such growth within the Owings Mills Town Center.

Lakeside will offer a superior living environment characterized by a variety of living, working and leisure opportunities for people of diverse ages, incomes and interests. Lakeside's location is excellent, being in close proximity to modern transportation facilities (the Baltimore Metro and the Northwest Expressway). The Owings Mills Mall will provide convenient shopping.

Retail

Within Lakeside, there will be both retail and office facilities, which will help create a sense of community not

possible in monotonous residential subdivisions. Commercial development in Lakeside will not be of the "strip" variety so often found in areas of urban sprawl, but will consist of well-planned nodal concentrations designed to interface harmoniously with the surrounding residential neighborhoods. Retail and office facilities will also provide "in-house" employment opportunities.

Housing

As demonstrated in Exhibit 6, Lakeside's unique character will be highlighted by the variety of housing types made available to residents, from detached single family to high rise condominium, which will be supplemented as time and technology develop new and different housing products. Additionally, residents will have the benefit of the magnificent surrounding countryside, as well as the open space within the community.

Recreation

Lakeside will provide its residents with superior recreational opportunities. The developer plans construction of a major indoor recreational facility, outdoor tennis courts, and two waterfront facilities, one at the north end dedicated to the County. Additionally, it is envisioned that some individual neighborhoods, through their community associations, will own and maintain other recreational facilities, such as swimming pools and tennis courts. The 430 acre Lakeside tract will be knit together by hiking and bike paths, which could be maintained by

community associations or the County. The proposed hiking and bike paths are described in Exhibit 7.

The exceptional amenities offered by Lakeside should not cost homeowners as much as they might if the community were developed without the aid of the PUD Regulations. Because the developer is permitted by the PUD Regulations to develop Lakeside more intensively than under conventional zoning, the cost of providing amenities can be spread over a larger number of units. The increased density of development yields a further benefit to residents in the form of the remaining open space, which will comprise at least 20 percent of Lakeside.

Benefits to the County

The County also will reap benefits from the creation of Lakeside. Its relatively compact structure should minimize the per capita costs of providing roads, utilities and public services. The general intensification of land uses can also generate a larger tax base per unit of land area. Moreover, the County has or will have expended enormous sums of money to create the infrastructure for Owings Mills Township. The Lakeside PUD, which will be the home of over 16,000 people by its completion in or about the year 2000, helps justify this expenditure. As noted in the Master Plan for Owings Mills, "[b]ecause the County will have spent large amounts of money on public improvements in advance of legal need, it is important to attract development to these areas at a higher rate in order to justify the expenditure." County Master Plan at 5.

Developer's Commitment

The layout of Lakeside will reflect the careful study of Petitioner's land planners and engineers, and will be an exemplary community of which the County can be proud. The Urban Land Institute in its publication PUD's In Practice, recognizes that "the developer must devote considerably more time and money to the planning of a PUD than to the planning of a project built according to the zoning regulations." In seeking authorization of this PUD Plan, Petitioner is and will be committing itself, both presently and as various sections are developed, to undertake a planning process far more time-consuming, segmented and expensive than that required under conventional zoning.

Section 430.1.D.3 of the PUD Regulations requires the Zoning Commissioner to make certain findings with respect to a PUD Authorization request. They include a determination that:

a. the proposed development "would serve the public interest and would have no adverse effect upon the health, safety or general welfare in the vicinal area, the County, or the area at large;

b. "the proposed development would not create conditions as set forth in Paragraphs b, c, d, e, or f of Subsection 502.1 . . .", which sections pertain to traffic patterns, fire and other hazards, population density, provision of public improvements and allowance of adequate light and air;

c. there is a reasonable expectation of realization of a proposed PUD, taking into account Petitioner's financial responsibility, relevant market data and costs; and

d. the development will comply with relevant laws. Read in conjunction with the complete contents of this Petition, the objectives of the Lakeside PUD are fully consistent with the required findings. A well planned self-contained, non-Euclidean neighborhood PUD, is clearly within the public interest. Throughout the planning and implementation phases, Petitioner's performance has been and will continue to be of a quality to assure compliance with the required findings.

Petitioner's proposals for Lakeside PUD were developed through a collaborative effort by highly qualified land planners and engineers. These land planners and engineers are Crozier and Associates, George Wm. Stephens, Jr. and Associates, Inc., and the engineering staff of Bancroft Homes, Inc. Lakeside also benefits from experience gained by Petitioner's principals in planning and building other residential development in the Baltimore metropolitan area. Moreover, Petitioner has worked closely with the Baltimore County Office of Planning and Zoning, and is committed to insuring that its proposal complies with all applicable County laws and requirements. Petitioner, in undertaking to fashion a proposal for Lakeside is fully cognizant of the scope and complexity of the endeavor and confident that it has the ability to create a community which will reflect the highest standards of excellence in both conception and implementation.

Petitioner's principals have demonstrated abilities and experience in development in Baltimore County, having completed

or being in the process of completing four subdivisions and an office building. These projects are Hunt Meadow, Jones Valley, Courtland Woods, Stonebridge and the Greenspring Valley Office Center. Hunt Meadow, Jones Valley and Stonebridge are all in excess of one hundred units, Courtland Woods is just under one hundred units and the Greenspring Valley Office Center is approximately 30,000 square feet. In addition, Petitioner's principals have made substantial progress in constructing 753 units at McDonogh Township which represents a \$52,000,000.00 development commitment. Petitioner has therefore demonstrated the ability to garner financial resources sufficient to enable it to proceed with the development of Lakeside without encountering delays due to inadequate capital. Petitioner is willing to commit its resources to Lakeside because at a minimum, the County's commitment to the Owings Mills Town Center, the availability of the subway and the new I-795 and the completion of the Rouse Mall all demonstrate that Lakeside is an economically viable enterprise. After the filing of this Petition, Petitioner will submit a summary of its market study which will demonstrate a reasonable expectation of realization of the proposed PUD.

k. Other Items

The definition of the concept of material change or a change in implementing the Authorization Plan which so varies the plan that the change requires approval by further PUD approval process, will be addressed at length in a Memorandum which shall supplement this PUD Petition after its submission.

Petitioner has discussed with Baltimore County planning officials whether CRG or FDP approval is required for PUD development. The Baltimore County Solicitor is preparing a memorandum on this issue. After reviewing the memorandum, Petitioner will respond to the Solicitor's memorandum and this issue.

WHEREFORE, Petitioner prays that the Zoning Commissioner grant authorization for a Neighborhood Unit Development - "Lakeside" - in accordance with the terms and conditions contained herein, and on the condition that Petitioner obtain legal title to the Property or that the legal owners thereof consent to submit to the PUD Authorization. Petitioner seeks to have the relief prayed by all three Petitions granted or, if the relief requested is granted in any one Petition but not granted in the other Petitions, to accept or reject the relief granted and proceed or not proceed to develop the Property in accordance with the relief granted. Petitioner requests that if the Zoning Commissioner grants the requested relief that in conjunction therewith he expressly indicate that he has made affirmative determinations regarding such findings required by Section 430.1.D.3 - Unit Developments.

Further, Petitioner seeks to reserve the right to exercise its discretion to reject any relief granted in this Petition if the relief granted in this Petition is at variance with the relief prayed in this Petition or any of the other two Petitions filed simultaneously herewith or if any timely appeal

is filed by any person, partnership, corporation and/or other entity from the relief granted by the Zoning Commissioner, such rejection to occur within sixty (60) days after such relief is granted.

Finally, Petitioner prays that the authorization sought herein be granted as long as development commences on any portion of the Property described on Exhibit 1 before the year 2000.

Respectfully Submitted, this 5th day of June, 1986.

Bancroft Homes of Owings Mills, Inc.

By Terry M. Rubenstein
Terry M. Rubenstein, Vice President and Co-Chief Executive Officer

PETITIONER

By Its Attorneys:

Jeffrey A. Scherr
Jeffrey A. Scherr
Marilyn Hope Fisher
Kramon and Graham, P.A.
Sun Life Building
Charles Center
Baltimore, Maryland 21201
301-752-6030

RE: PETITIONS FOR AUTHORIZATION
VARIANCES AND SPECIAL
HEARING
North of and East and West
of the Intersection of
Deafield and Pleasant Hill
Rds. - Lakeside PUD
2nd Election District
Bancroft Homes, of Owings Mills,
Inc., Petitioner

Case No. 87-151
Auth, A and SPA
Item No. 462

MEMORANDUM OF PEOPLE'S COUNSEL

INTRODUCTION

In reviewing the proposed Authorization Plan, the requests for Variances and for a Special Hearing to determine uses permitted within the proposed Planned Unit Development to be known as "Lakeside," People's Counsel has identified various areas of concern. The purpose of this memorandum is to present those concerns with recommendations as to how they might be addressed.

FACTS

Petitioner, a Maryland Corporation, is the owner or contract purchaser of 431 acres of land adjacent to the Owings Mills Town Center presently zoned residential. The maximum density permitted by the existing zoning on the land is approximately 4,758 units. By relying on Section 420 - UNIT DEVELOPMENTS - of the Baltimore County Zoning Regulations, Petitioner proposes to develop the land as a Section 430.2 "Neighborhood Development" utilizing the maximum permitted 6,805 density units (5,525 homes). Petitioner also proposes to construct, on 45.7 of the 431 acres: 136,000 square feet of retail space (Section 430.2.D permits 20 square feet of retail shops and services per density unit, based on the number of density units projected); 68,050 square feet of office space (Section 430.2.D permits 10 square feet of offices based on the number of density units projected); an Inn (illustrated as being 5 stories with restaurant and conference facilities); a Day Care and Interfaith Center; and a public recreational facility. Petitioner also proposes to dedicate 1400 density units to a "life care" facility with up to 280 "accessory" nursing beds for the sole use of the life care residents (based upon a proposed formula of 1 nursing bed for every five life care units), and additional "accessory" retail facilities.

The Petition submitted contains illustrative layouts of roads, open space areas and proposed development areas. These

illustrative layouts, however, are not binding on Petitioner. Approval is sought only for the "Authorization Plan." In addition, because of the desire to utilize all of the possible density, height variances have been requested from the allowed 100 feet for two sections to permit buildings of 400 feet and for one section to permit buildings of 150 feet. The exact location and architecture of these towers is unspecified. No evidence has been presented as to the engineering viability of the towers. Were the 400 foot towers built they would be the tallest buildings in Maryland. Petitioners also seek an interpretation of the Regulations that will permit four unlisted uses: Day Care; Life Care (with accessory nursing beds); a drive thru restaurant; and a major recreational facility.

Because approval of the Authorization Plan will have the effect of suspending the applicability of the Baltimore County Zoning Regulations on the PUD, the Regulations require that it include the master plan document containing "descriptions...of variances...regulations...and restrictions, enforcement provisions,...etc.," that will replace these regulations. Although samples have been provided, these documents will not be submitted until the first CRG Final Development Plan.

If Petitioner deviates materially from the authorization plan, a re-evaluation and reapproval of the Plan as a whole is required. Petitioner has requested an exclusive and limited definition of "material change."

DISCUSSION

Initially, People's Counsel had concerns relating to the proposed development of a life care center with nursing beds, a major recreational facility open to the non-Lakeside public, and a day care center. These concerns did not center on the benefit or desirability of these proposed uses, but on the fact that they were not specifically listed as permitted uses in the PUD in BCZR Section 430.2.D.

After research, it was determined that "private schools," a permitted use, historically encompassed "day care" and this issue was resolved. With regard to the life care center, the residential portion is permitted as "dwellings." The developer has amended his petition to reflect the fact that the nursing beds will be limited to the use of the residents and therefore become a permitted accessory use. The recreational facility will similarly become accessory to a number of permitted uses by being made available to the public only when excess capacity exists after all the Lakeside residents, employees, and guests have been served. The concerns centering on proposed uses have thus been resolved.

People's Counsel has the following open concerns:

1. The proposal to maximize the density may be an

overdevelopment of the site. However, it is the intensive density that is necessary for the proposed maximization of the commercial and office uses.

2. Approval of the Authorization Plan will have the effect of suspending the Baltimore County Zoning Regulations and no substitute document is being concurrently recorded in the land records.

3. While a PUD is innovative there is not general public understanding of this device or its effect on purchasers vis-a-vis the developer.

4. The definition of material change should not be so narrowly defined as to preclude meaningful public input and effect in the future.

CONCLUSION

People's Counsel recognizes the long term commitment of the Petitioner both in terms of resources and to excellence in planning and design. People's Counsel also recognizes the general compatibility of the concept with the Master Plan. However, if the Plan is completed as proposed, in excess of 12,000 people will one day live in Lakeside and an additional number will work there. Unaccounted people will be affected. Since these people are presently unidentified and therefore have no voice, People's Counsel believes it is the duty of the office to represent the public interest on behalf of this large group of people at this time. The following recommendations are made with this in mind:

1. Prospective purchasers may not anticipate the unusually intensive development of the site and the developer should be required to give meaningful notice of the overall plan, including the density.

An analysis of the actual use of the site reveals an extremely high proposed density:

431	Total acres (including 34 acres for lake)
-45.7	Mixed retail/office/ institutional and public recreational.
- 2.2	Police site
- 4	Public Boating Site
379.1	Acres available for residential/open space

Dividing the density units (6805) by the available non-commercial acreage (379.1) yields an average density of 17.95 units per acre for the project.

2. There should be notice to all purchasers that they cannot look to Baltimore County Zoning Regulations for protection or enforcement, and opportunity for rescission should be available after such notification.

3. Since the PUD documents will be submitted after approval of the Authorization Plan, public input will be more limited. The documents should provide protection to purchasers similar to that under the Maryland Horizontal Property Act.

4. The definition of material change should not be exclusive. Matters not listed should have the potential for being regarded as a material change. Also, thoughtful consideration should be given to what amenities are a sine qua non of the plan. In addition to the list provided by the Planning staff which is attached, material change should include:

a. Failure to provide parking as provided in the Plan with sufficient underground parking to limit the amount of impervious ground cover.

b. Failure to keep the commitments to the County of: 4 acre boating facility; 34 acres for lake; 2.2 acre police site; \$200,000 to trout stream; utilities and roads.

c. Failure to have a reasonable connection between the construction of the commercial and residential development.

Respectfully submitted,

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

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel for
Baltimore County

4944A/21-25

- 4 -



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

NORMAN E. GENDER
DIRECTOR

OPZ Comments on Lakeside Memorandum Dealing with Material Change

Notion of Material Change

Since the PUD legislation in no place refers to the concept of material change, talking only on page 227 of the Zoning Code about the "Final Development Plan...being in accord with the Authorization Plan...", it would seem appropriate to use this language in the discussion of changes in the Plan rather than invoke the use of "material change". This will relieve the petitioner of the potential confusion of the Authorization Plan with "CRG Plan type" issues of minor and major material change, and the associated questions of waivers for non-material change, administrative procedures, etc., etc. If the memorandum can instead thus, talk only in terms of the plan either as "being in accord with the Authorization Plan or not being in accord with the Authorization Plan", this would seem the preferable route.

Conceptual Criteria Rather than Specific Criteria

Page 11 of the memorandum in the second paragraph identifies several specific items whose deletion would constitute "material change". We believe it would be preferable as an approach, to identify key concepts embodied in the Authorization Plan and associated material as the criteria for CRG/FDP submissions being "in accord with the Authorization Plan" rather than specific items. In this regard, the following are examples of the language that we would propose:

The following concepts are considered essential to the Authorization Plan. CRG/FDP Plans that are not in accord with these concepts will require amendments to the Authorization Plan.

1. The concept of a major pedestrian spine system extending from the village center, through the retail office spaces in a pedestrian environment and on through the recreation complex, preserving this pedestrian environment, on down to the waterfront recreation areas and community facilities.
2. The concept of a continuous and inter-connected pedestrian system tying the publically deeded areas and the development itself together along the major pedestrian routes.
3. The concept of diverse housing types within smaller clusters creating a varied residential environment, each cluster with its identifiable road access points and recreational amenities.

4. The concept of a clear road hierarchy in which major collector roads do not have direct access to residential structures and which, at intervals, have minor collector roads accessing them along which direct access may be taken. The associated concept that residential uses are well buffered from the more heavily travelled roads by landscaping and other like treatments so that the privacy and integrity of residential clusters is preserved.
5. The concept that high density development is so located to take advantage of proximity to the water, or to substantial areas of vegetation or open space.
6. The concept of providing for the community services and needs of a total and integrated community as opposed to homogeneous tract of "housing only". This includes but is not limited to, the provision of such amenities like the neighborhood retail center, the recreation complexes, the institutional facilities such as inter-faith and day care centers, the waterfront recreation and boating facility, and so forth.
7. The concept of laying out major roads and housing types to conform with the topography as much as possible so as to minimize disturbance of the natural environment and removal of tree cover.
8. The concept of locating high density housing types in areas designated for high density and of locating medium density housing types in areas so designated. Within this concept, it will be acceptable to increase the number of density units by up to 20% without such an increase being construed as out of accord with the Authorization Plan.
9. The concept of providing buffering and landscaping between clearly different housing types and heights is to be maintained so as to preserve the integrity and privacy of residential areas.
10. The concept of a continuous system of public open space along streams, upland wetland areas and the lake buffer to allow for pedestrian links through the development and to allow for pedestrian connections to the Red Run School site.
11. The concept of maintaining a balanced mixed-use community through the timing of the provision of non-residential community services so that residential build-out does not strip the provision of supporting services.

All of the above concepts to be incorporated in subsequent submissions, of course, assume the implementation of the Authorization Plan consistent with conditions incorporated within the report of the Planning Board to the Zoning Commissioner.

RE: PETITION FOR AUTHORIZATION
OF A NEIGHBORHOOD UNIT
DEVELOPMENT AT OWINGS MILLS
TOWN CENTER - "LAKESIDE" BY
BANCROFT HOMES OF OWINGS
MILLS, INC.

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 87-151-Auth, SPA
* * * * *

AFFIDAVIT OF PRIVATE PROCESS SERVER

The undersigned hereby certifies that she executed service of process upon Mr. Uri Avin, Deputy Director, Baltimore County Office of Planning and Zoning, County Courts Building, 401 Bosley Avenue, Towson, Maryland 21204, by delivering and leaving with him On September 23, 1986 at 3:45 p.m. a copy of the Subpoena issued by the Zoning Commissioner. The undersigned further certifies that she is over 18 years of age and is not a party to this action.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth herein are true and correct to the best of my knowledge, information and belief.

Lisa C. Smelter
Lisa C. Smelter
Private Process Server

LAW OFFICES
BRANSON & BRANSON, P.A.
SUN LIFE BUILDING
CHARLES CENTER
BALTIMORE, MD. 21201
(301) 782-0000

RECEIVED
OCT 1 1986

ZONING OFFICE

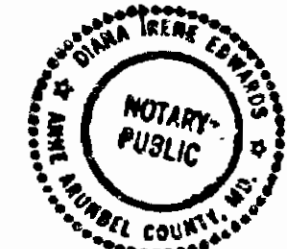
STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

to wit:

I HEREBY CERTIFY that on this 26th day of September, 1986, before me, the undersigned, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared LISA C. Smelter, and she acknowledged the foregoing Affidavit to be her act.

AS WITNESS my hand and notarial seal.

Diana Anne Edwards
NOTARY PUBLIC
My Commission Expires July 1, 1990



LAW OFFICES
BRANSON & BRANSON, P.A.
SUN LIFE BUILDING
CHARLES CENTER
BALTIMORE, MD. 21201
(301) 782-0000

SCHEDULE OF EXHIBITS

For

Petition for Authorization of a Neighborhood
Unit Development. Petition for Special Hearing.
Petition for Height Variance.

Exhibit	1	Legal Description
"	2	Cover Sheet
"	3	Context Map
"	4	Existing Conditions Map
"	5	Authorization Plan
"	6	Typicals
"	7	Proposed Foot Paths
"	8	Proposed Road Plan
"	9	Illustrative Plan
"	10	Construction Schedule
"	11	Residential & Employment Population Estimates
"	12	HOW
"	13	RWC
"	14	Sectional Elevation Studies/Signage



BEGINNING for the same at a stone heretofore set by others at the end of the thirteenth or North 53 degrees 34 minutes 16 seconds West, 570.91 foot line of the parcel of land described in a deed dated November 30, 1970 and recorded among the Land Records of Baltimore County in Liber 5148 Folio 59 which was conveyed by David Herbert Sheppard and Jean B. Sheppard, his wife to the State of Maryland, for the use of the Department of Forests and Parks, said stone being the beginning of the third or North 28 degrees 03 minutes, East 464.65 foot line of the parcel of land described in a deed dated April 15, 1964 and recorded among the said Land Records in Liber 4283 Folio 329 which was conveyed by Paul E. Wixon and Claire E. Wixon, his wife, to Frederick C. Craig and Mary Ellen Craig, his wife, said stone also being the beginning of the Sixth or North 20 degrees 11 minutes 00 seconds East, 831.91 foot line of the parcel of land described in a deed dated October 13, 1970 and recorded among the said Land Records in Liber 5134 Folio 50 which was conveyed by Priscilla Fuller Menzies and John T. Menzies, her husband, Rebecca Fuller Dillon and R. Samuel Dillon, Jr., her husband, and Robert P. Fuller and Virginia Fuller, his wife, to the State of Maryland to the use of the Department of Forests and Parks, thence running with and binding on said sixth line, and on the seventh line thereof as now surveyed, referring all bearings of the present description to the grid meridian of the Maryland State Plane Coordinate System.

1) North 20 degrees 26 minutes 20 seconds East, passing over a concrete monument, with a brass disc on top marked DFP MD LRU-44 distant 5.00 feet and an iron pipe distant 464.23 feet, set by others at the end of the third line of the aforementioned deed and the beginning of the tenth or North 28 degrees 03 minutes East, 367.65 foot line of the parcel of land described in a deed

eighteenth and seventeenth line of the aforementioned State Forest and Parks deed, as now surveyed the five following courses and distances, respectively VIZ:

3) South 48 degrees 01 minutes 26 seconds East passing over a concrete monument with a brass disc on top marked DFP MD, LUR 53 set by others distant 543.35 feet, for a total distance of 548.35 feet to a stone heretofore set by others at the beginning of the thirteenth or North 85 degrees 57 minutes East, 384.00 foot line of the aforementioned Dudley deed, thence running with and binding on said line

4) North 78 degrees 23 minutes 23 seconds East, passing over a concrete monument marked DFP MD, LUR 54 heretofore set by others distant 5.00 feet and a concrete monument with a brass disc on top marked DFP MD, LUR 56 heretofore set by others distant 379.00 feet for a total distance of 384.00 feet to a stone set by others at the end of the South 18 degrees 30 minutes East, 212.85 foot line of the parcel of land secondly described in a deed dated September 15, 1884 and recorded among the said Land Records in Liber 143 Folio 518 which was conveyed by George S. Byerly, and wife, to Heinrich C. Uessels, thence binding reversely on said third line and reversely on the second and first lines thereof, as now surveyed, the three following courses and distances respectively, VIZ:

5) North 22 degrees 05 minutes 56 seconds West, 212.85 feet to a stone, heretofore set by others, thence;

6) North 77 degrees 16 minutes 05 seconds East, 500.34 feet to a stone, heretofore set by others, thence;

which was conveyed by Guy L. Shaneybrook, Jr. and Denise Heidi Muck, to Yong Lee Kim and Sung Ja Kim, his wife, thence binding reversely on part of said first line as now surveyed, thence;

11) South 57 degrees 37 minutes 17 seconds East, 738.73 feet to a point on the northerly side of Dolfield Road, said point being on the South 83 degrees 07 minutes 22 seconds West right-of-way line as shown on Land Acquisition Plats dated May 2, 1979 No. RW 79-027-1, No. 79-027-2, No. 79-027-3, No. 79-027-4 and No. 79-027-5 respectively and recorded among the said Land Records in Liber 6269 Folio 391 and Liber 6271 Folio 127 being Land Acquired from The Kent-Mar Corporation, Liber 6300 Folio 842, being Land Acquired from The Homewood Holding Company, Liber 6678 Folio 703, being Land Acquired from The Homewood Holding Company and Liber 6701 Folio 492, being Land Acquired from Yong Lee Kim, et. ux. thence running with and binding along the right-of-way lines of Dolfield Road the following fifteen (15) courses and distances respectively VIZ:

12) South 83 degrees 07 minutes 22 seconds West, 70.03 feet to a point thence;

13) South 06 degrees 52 minutes 38 seconds East, 2.90 feet to a point thence;

14) South 64 degrees 49 minutes 22 seconds East 25.31 feet to a point thence;

15) by a curve to the right having a radius of 225.00 feet and an arc length of 46.83 feet, subtended by a chord of South 70 degrees 47 minutes 15 seconds West, 46.75 feet to a point thence;

26) by a curve to the right having a radius of 30.00 feet and an arc of 29.88 feet, subtended by a chord of North 64 degrees 54 minutes 00 seconds West, 28.66 feet to a point on the easterly right-of-way line of Pleasant Hill Road now laid out and existing as shown on a Land Acquisition Plat dated August 23, 1971 and recorded among the said Land Records in Liber 5222 Folio 787 and Liber 5232 Folio 263 being land acquired from The Homewood Holding Company thence running along said right-of-way and parallel to Pleasant Hill Road the following six courses and distances respectively, VIZ:

27) North 27 degrees 14 minutes 48 seconds East, 37.17 feet to a point thence;

28) North 70 degrees 25 minutes 40 seconds East, 21.93 feet to a point thence;

29) North 27 degrees 16 minutes 31 seconds East, 75.00 feet to a point thence;

30) North 19 degrees 41 minutes 59 seconds West, 20.52 feet to a point thence;

31) North 27 degrees 16 minutes 31 seconds East, 203.00 feet thence leaving said easterly right-of-way line

32) North 62 degrees 43 minutes 29 seconds West, 24.44 feet to a point on the forty-first or North 27 degrees 16 minutes 30 seconds East, 513.21 foot line of the parcel of land described in a deed dated June 17, 1965 and recorded among the said Land Records in Liber 4474 Folio 265 which was conveyed by Joseph L. Leitzer to The Homewood Holding Company thence running with and binding on the remainder of the forty-first line and in the bed of Pleasant Hill Road.

36) North 57 degrees 26 minutes 55 seconds East, 325.00 feet to a point at the end of the fifty-seventh or North 02 degrees 00 minutes 00 seconds East, 197.12 foot line of a parcel of land described in a deed dated May 19, 1965 and recorded among the said Land Records in Liber 4460 Folio 453 which was conveyed by Thomas W. Offutt and Josephine B. Offutt, his wife, to Commodore Holding Corp. thence running reversely with and binding on said fifty-seventh line and the fifty-sixth through thirty-ninth lines of the aforementioned deed, as now surveyed.

37) South 02 degrees 00 minutes 00 seconds West, 197.12 feet to a point thence;

38) South 40 degrees 06 minutes 00 seconds West, 152.00 feet to a point thence;

39) South 20 degrees 05 minutes 00 seconds East, 102.90 feet to a point thence;

40) South 29 degrees 33 minutes 00 seconds West, 80.00 feet to a point thence;

41) South 64 degrees 18 minutes 00 seconds West, 414.82 feet to a point thence;

42) South 86 degrees 51 minutes 00 seconds West, 122.00 feet to a point thence;

43) South 48 degrees 41 minutes 00 seconds West, 125.00 feet to a point thence;

44) South 36 degrees 11 minutes 00 seconds West, 125.00 feet to a point thence;

45) South 52 degrees 11 minutes 00 seconds West, 147.00 feet to a point thence;

46) South 27 degrees 56 minutes 20 seconds West, 49.93 feet to a point thence;

47) South 10 degrees 26 minutes 20 seconds West, 108.66 feet to a point thence;

59) South 30 degrees 54 minutes 09 seconds East, 219.47 feet to a stone, set by others, thence;

60) South 46 degrees 10 minutes 42 seconds East, 355.13 feet to a stone, set by others, thence by new lines of division over and through the first and second parcel of the aforementioned deed as now surveyed, the following six courses and distances, respectively, VIZ:

61) South 85 degrees 19 minutes 11 seconds West, 220.35 feet to a point thence;

62) South 15 degrees 41 minutes 53 seconds East, 523.54 feet to a point thence;

63) South 68 degrees 17 minutes 57 seconds East, 590.00 feet to a point thence;

64) South 14 degrees 02 minutes 08 seconds East, 181.06 feet to a point thence;

65) South 50 degrees 27 minutes 09 seconds East, 95.52 feet to a point thence;

66) South 81 degrees 26 minutes 34 seconds East, 194.65 feet to a point on the ninth or South 03 degrees 44 minutes West, 582.35 foot line of the secondly described parcel in the aforementioned deed, thence running with and binding on a part of said ninth line and the tenth line as now surveyed, the following two courses and distances respectively, VIZ:

67) South 03 degrees 21 minutes 26 seconds East, 219.57 feet to an iron pipe set by others, thence;

dated August 16, 1948 and recorded among the said Land Records in Liber 1709 Folio 240 which was conveyed by Ward B. Coe, Jr., Attorney to Charles B. Dudley, Jr. et al. for a total distance of 832.12 feet to a concrete monument set by others with a brass disc on top marked DFP MD. LRW-48 at the beginning of the eleventh or North 46 degrees 03 minutes 30 seconds East, 475.34 foot line of the parcel of land described in a deed dated May 5, 1947 and recorded among the said Land Records in Liber 1562 Folio 139 which was conveyed by Henry W. Chittenden, Jr. and Mary F. Chittenden, his wife, to Charles B. Dudley, Jr., and Carolyn B. Dudley, his wife, thence running with and binding on the eleventh line of the aforementioned deed, as now surveyed.

2) North 38 degrees 36 minutes 01 seconds East, 416.26 feet to a concrete monument with a brass disc on top marked DFP MD. LUR 50 heretofore set by others at the intersection of the twenty-first or North 48 degrees 17 minutes 10 seconds West, 1689.26 foot line the parcel of land described in a deed dated December 9, 1971 and recorded among the said Land Records in Liber 5236 Folio 982 which was conveyed by Samuel R. Zetzer, The Homewood Holding Company and Robert A. Sindall, to the State of Maryland to the use of the Department of Forests and Parks, the last mentioned concrete monument being distant South 48 degrees 01 minutes 26 seconds East, 1,140.91 feet from a stone marked "8" heretofore set by others at the beginning of the twelfth or South 34 degrees at the end of the said twenty-first line and the Point of Beginning of the aforementioned deed, said monument being distant South 38 degrees 30 minutes 43 seconds West, 60.07 feet from an iron pipe set by others at the beginning of the twelfth or South 34 degrees 16 minutes East, 356.00 foot line of the aforementioned Dudley deed thence running reversely with and binding on part of the twenty-first line the twentieth, nineteenth,

7) South 32 degrees 50 minutes 32 seconds East, 230.86 feet to a pinched iron pipe heretofore set by others at the end of the North 55 degrees West, 15 perches line of the parcel of land described in a deed dated December 11, 1968 and recorded among the said Land Records in Liber 4947 Folio 368 which was conveyed by William Lutz and Joyce Ann Lutz, his wife, Betty Sutphin and Daniel E. Sutphin, her husband, to The Kent-Mar Corporation, thence binding reversely on said eighth line and reversely on the seventh and part of the sixth lines thereof, as now surveyed, the three following courses and distances respectively, VIZ:

8) South 57 degrees 09 minutes 48 seconds East, 248.75 feet to a concrete monument with a brass disc on top marked DFP MD LRW-70, set by others at the end of the fourth or North 53 degrees West, twenty perches line of a parcel of land described in a deed dated May 5, 1889 and recorded among the said Land Records in Liber 175 Folio 319 which was conveyed by Alexander G. Dolfield and Emma C. Dolfield, his wife, to Heinrich Wessels thence binding reversely on said fourth line, as now surveyed, thence;

9) South 57 degrees 55 minutes 54 seconds East, 330.04 feet to a concrete monument with a brass disc on top marked DFP MD LRW-69, heretofore set by others, thence;

10) South 57 degrees 57 minutes 20 seconds East, 415.82 feet to an iron pipe heretofore set by others at the end of the first or North 49 degrees 01 minutes West, 777.20 foot line of the parcel of land described in a deed dated August 17, 1982 and recorded among the said Land Records in Liber 6440 Folio 349

16) South 13 degrees 15 minutes 02 seconds East, passing over a point on the seventh line of the aforementioned deed of Yong Lee Kim, et. ux. feet from the end of the said seventh 8.87 line to a point thence;

17) by a curve to the left having a radius of 275.00 feet and an arc length of 39.85 feet, subtended by a chord of North 72 degrees 36 minutes 07 seconds East, 39.82 feet to a point thence;

18) South 06 degrees 52 minutes 38 seconds East, 11.75 feet to a point thence;

19) North 83 degrees 07 minutes 19 seconds East, 254.99 feet to a point thence;

20) North 06 degrees 52 minutes 38 seconds West, 11.28 feet to a point thence;

21) by a curve to the left having a radius of 825.00 feet and an arc length of 46.01 feet, subtended by a chord of North 84 degrees 43 minutes 13 seconds East, 46.00 feet to a point thence;

22) North 83 degrees 07 minutes 22 seconds East, 4.02 feet to a point thence;

23) North 06 degrees 52 minutes 38 seconds West, 50.00 feet to a point thence;

24) South 83 degrees 07 minutes 22 seconds West, 4.02 feet to a point thence;

25) by a curve to the right having a radius of 775.00 feet and an arc of 46.63 feet, subtended by a chord of South 84 degrees 50 minutes 47 seconds West, 46.62 feet to a point thence;

33) North 26 degrees 42 minutes 41 seconds East, 75.70 feet to a fence post and a triple mulberry tree in the last or North 76 degrees 49 minutes 30 seconds West, 1341.38 foot line of the parcel of land described in a deed recorded among the said Land Records in Liber 6184 Folio 719 which was conveyed by Milford Manor Nursing Home, Inc., to Ellis Friedler thence running reversely and binding on said last line and the fourth and third lines of the parcel of land described in a deed dated October 20, 1978 and recorded among the said Land Records in Liber 5949 Folio 909 which was conveyed by William A. Lehnert, Dorothy L. Wolfe, Clara R. H. Hensler, Elsie L. Wolfe and Minnie L. Albrecht to Stanley Friedler and Paul Friedler as now surveyed, thence;

34) South 76 degrees 58 minutes 42 seconds East, 2,493.56 feet to a stone marked "8" set by others, said stone being at the beginning of the first or South 58 degrees 40 minutes 20 seconds East, 827.28 foot line of the aforementioned deed, Liber 4474 Folio 265 thence running with and binding on the first through twenty-first lines of the aforementioned deed, as now surveyed, the twenty-one following courses and distances, respectively VIZ:

35) South 58 degrees 40 minutes 49 seconds East, passing over an iron pipe found, set by others distant 117.23 feet, said pipe being the southwestern most corner of the North 58 degrees 40 minutes 57 seconds West, 710.39 foot line as shown on a Record Plat entitled John E. Hibline Property and recorded among the said Land Records on February 9, 1979 in Plat Book 44 Folio 14, running reversely with and binding on for a total distance of 827.29 feet to a stone marked "9" heretofore set by others thence running reversely with and binding on part of the South 57 degrees 24 minutes 50 seconds West, 785.69 foot line of said Plat, as now surveyed.

48) South 09 degrees 59 minutes 00 seconds West, 100.00 feet to a point thence;

49) South 00 degrees 35 minutes 00 seconds East, 211.50 feet to a point thence;

50) South 25 degrees 00 minutes 00 seconds East, 91.00 feet to a point thence;

51) South 42 degrees 14 minutes 00 seconds East, 170.00 feet to a point thence;

52) South 28 degrees 31 minutes 00 seconds East, 172.30 feet to a point thence;

53) South 08 degrees 29 minutes 00 seconds West, 86.00 feet to a point thence;

54) South 03 degrees 53 minutes 00 seconds East, 31.00 feet to a point thence;

55) North 74 degrees 27 minutes 50 seconds East, 13.09 feet to a point at the beginning of the first or North 83 degrees 45 minutes East, 216 feet 5 inches line of the first parcel of land described in a deed dated April 6, 1983 and recorded among the said Land Records in Liber 6514 Folio 354 which was conveyed by Thomas W. Offutt to The Baltimore County Mortgage Company thence running with and binding on the first through fifth lines of the aforementioned deed as now surveyed, the following five courses and distances respectively, VIZ:

56) North 76 degrees 50 minutes 01 seconds East, 217.30 feet to a stone, set by others, thence;

57) South 19 degrees 59 minutes 30 seconds East, 126.32 feet to a stone, set by others, thence;

58) South 28 degrees 59 minutes 28 seconds East, 137.01 feet to a stone, set by others, thence;

68) South 86 degrees 34 minutes 42 seconds West, 1632.98 feet to a stone set by others, said stone being on the first or South 04 degrees 59 minutes 50 seconds West, 1175.60 foot line, being South 02 degrees 20 minutes 07 seconds East, 480.27 feet from a stone marked "3" thence running with and binding along part of said first line and the second and third lines of the aforementioned deed as now surveyed, the following three courses and distances, respectively VIZ:

69) South 02 degrees 20 minutes 07 seconds East, 695.33 feet to an iron pipe heretofore set by others, thence;

70) South 76 degrees 37 minutes 34 seconds West, 1522.10 feet to a point on the easterly right-of-way line of the Consolidated Gas and Electric Light and Power Company thence running with and binding on said easterly right-of-way line as now surveyed.

71) North 14 degrees 25 minutes 32 seconds East, 2600.27 feet to a point on the twenty-fifth or North 71 degrees 03 minutes 00 seconds West, 423.45 foot line being distant North 71 degrees 03 minutes 10 seconds West, 360.71 feet from a stone marked "3" at the beginning of said twenty-fifth line thence running with and binding on the remainder of said twenty-fifth line and the twenty-sixth, twenty-seventh and twenty-eighth lines as now surveyed, the four following courses and distances, respectively VIZ:

72) North 71 degrees 03 minutes 10 seconds West, 63.01 feet to a stone marked "P" set by others, said stone being the beginning of the sixth or North 71 degrees 07 minutes 30 seconds West, 265.65 foot line of the parcel of land described in a deed

of condemnation dated June 4, 1974 and recorded among the said Land Records in Liber 5451 Folio 895 between The Board of Education of Baltimore County, Maryland, and Edith Watts thence running with and binding on the sixth, seventh, eighth, ninth and tenth lines of the aforementioned deed, as now surveyed.

73) North 71 degrees 12 minutes 01 seconds West, 264.94 feet to a stone marked "4", heretofore set by others, thence;

74) South 76 degrees 57 minutes 42 seconds West, 512.27 feet to a concrete monument, heretofore set by others, thence;

75) North 60 degrees 10 minutes 32 seconds West, passing over a concrete monument set by others distant 1305.02 feet for a total distance of 2405.02 feet to a stone marked "2", heretofore set by others, thence;

76) North 58 degrees 00 minutes 02 seconds West, 528.51 feet to a point on the northwesterly side of Dolfield Road where a stone marked "C" was not found said stone being the beginning of the fourth or South 35 degrees 07 minutes West, 387.86 foot line of the parcel of land described in a deed dated March 28, 1961 and recorded among the said Land Records in Liber 3825 Folio 285 which was conveyed by Milton Rockkind and Clara Rockkind, his wife, to David S. Sykes and Jean F. Sykes, his wife, thence running with and binding on the fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh lines of the aforementioned deed and part of the eleventh line of the aforementioned condemnation of Edith Watts, as now surveyed, the following eight courses and distances, respectively VIZ:

77) South 27 degrees 30 minutes 19 seconds West, 387.86 feet to a point thence;

82) North 12 degrees 46 minutes 53 seconds West, 309.40 feet to a point thence;

83) North 58 degrees 57 minutes 22 seconds West, passing over two concrete monuments, each with a brass disc on top marked respectively DFP MD LUR-37 and DFP MD LUR-39 set by others at the respective distances of 76.10 feet and 758.58 feet, each measured from the beginning of the line being described for a total distance of 841.04 feet to a steel pipe heretofore set by others replacing a stone called for at the beginning of the thirteenth line of the first described conveyance thence running with and binding on said thirteenth line as now surveyed.

84) North 53 degrees 23 minutes 13 seconds West, 570.58 feet to the place of beginning, as surveyed by C. Brooke Miller, Registered Property Line Surveyor, in May, 1986, and shown on the attached Plat, which is hereby made a part hereof, containing 18638831.2 square feet or 427.8887 acres of land more or less.

78) North 47 degrees 36 minutes 11 seconds West, 306.65 feet to a point said point being at the end of the third or South 56 degrees 23 minutes East, 161.94 foot line of the first parcel of land described in a deed dated September 7, 1977 and recorded among the said Land Records in Liber 5800 Folio 408 which was conveyed by Leonard E. Olson and Aileen Kane Olson, his wife, to Kenneth Gerard Wolfson and Christina Neild Wolfson, his wife, thence running reversely with and binding on the third, second and first lines of the aforementioned deed the three following courses and distances as now surveyed.

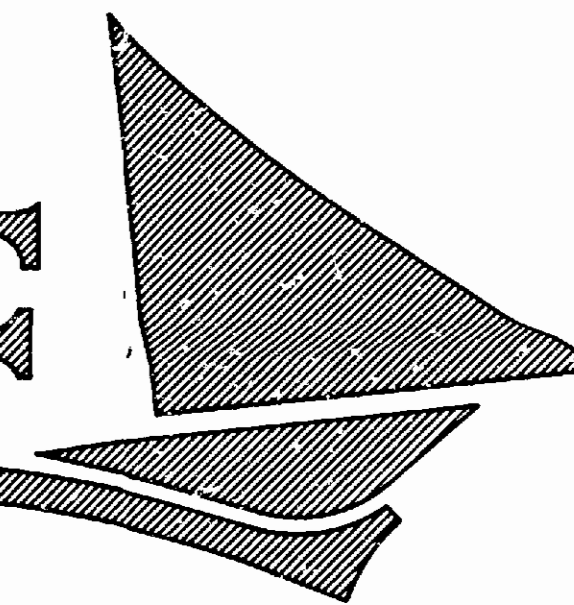
79) North 63 degrees 59 minutes 41 seconds West, 161.94 feet to a point thence;

80) North 49 degrees 40 minutes 40 seconds West, 127.76 feet to a point thence;

81) North 36 degrees 14 minutes 26 seconds West, 246.90 feet to an iron pipe, set by others, at the end of the second or South 04 degrees 26 minutes East, 307.31 foot line of the parcel of land described in a deed dated July 2, 1984 and recorded among the said Land Records in Liber 6749 Folio 328 which was conveyed by Gail Patricia Hancock to Jon Philip Hyman and Cheryl L. Hyman, his wife, said pipe being a common corner at the beginning of the South 01 degrees 56 feet 45 inches East, 142.27 foot line as shown on a plat entitled "Property of David C. Durkee and Wife", recorded among the said Land Records in Plat Book 44 Folio 110 on July 9, 1979 thence running reversely with and binding on the second and first lines of the aforementioned Hyman deed as now surveyed.

LAKE SIDE

A PLANNED UNIT DEVELOPMENT



TABULATIONS

GROSS* AREA OF SITE 431.277 ACRES +/-

ZONING	AREA
DR3.5	52.06 AC. +/-
DR10.5	335.40 AC. +/-
DR16	38.78 AC. +/-
RAE 2	1.80 AC. +/-
OT	3.24 AC. +/-

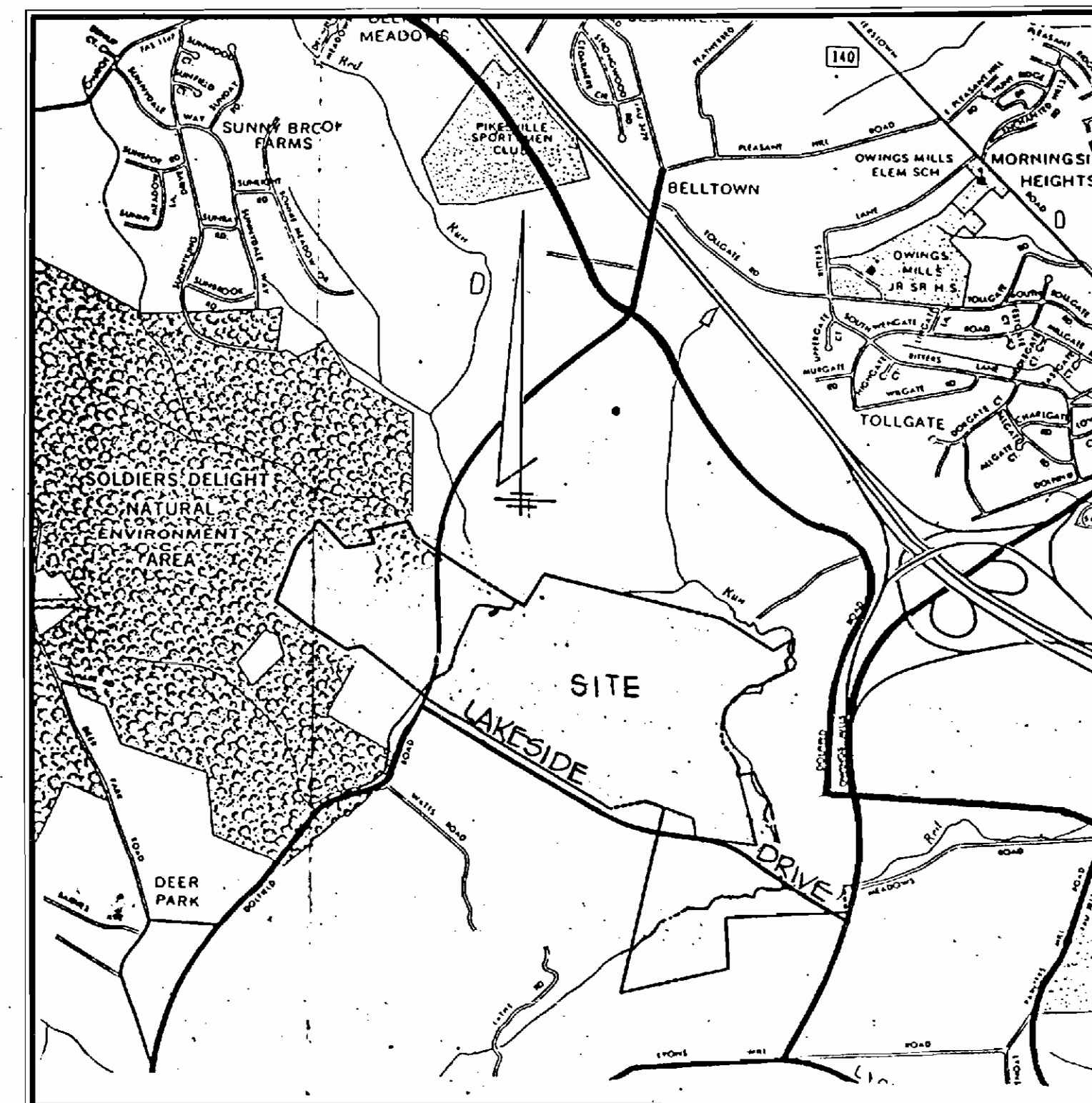
DENSITY ALLOWED			
DR3.5	52.06 AC. @	5.0/AC. =	260.3
DR10.5	335.40 AC. @	16.0/AC. =	5366.4
DR16	38.78 AC. @	20.0/AC. =	775.6
RAE 2	1.80 AC. @	80.0/AC. =	144.0
OT	3.24 AC. @	80.0/AC. =	259.2
TOTAL DENSITY UNITS ALLOWED= 6805.5 UNITS			

DWELLING/DENSITY UNITS PROPOSED

2560 3 BDRM. DWELLING UNITS = 3840 DENSITY UNITS
2965 2 BDRM. DWELLING UNITS = 2965 DENSITY UNITS
5525 TOTAL DWELLING UNITS = 6805 TOTAL DENSITY UNITS

PROPOSED DWELLING UNITS

AREA	PROPOSED USE	NET ACREAGE	DW. UNITS
1A	HIGH DENSITY	5.0	240
1B	RETAIL & OFFICE	4.5	
2A	HIGH DEN. & ACCESS. RETAIL	27.2	1200
2B	MED DENSITY	15.9	200
2C	RETAIL & OFFICE	3.0	
2D	RETAIL & OFFICE	2.0	
3A	HIGH DEN. & ACCESS. RETAIL	15.1	900
3B	HIGH DENSITY	10.7	400
3C	MED DENSITY	20.6	200
3D	MED DENSITY	20.9	125
3E	MED DENSITY	8.0	85
3F	HIGH DENSITY	10.2	280
3G	MED DENSITY	11.3	110
3H	RETAIL & OFFICE	2.2	
4A	RETAIL, OFFICE, & REC.	28.2	
4B	INSTITUTIONAL	5.8	
5A	HIGH DENSITY	12.6	575
5B	HIGH DEN. & ACCESS. RETAIL	12.6	720
5C	MED DENSITY	19.5	160
5D	MED DENSITY	12.4	100
5E	MED DENSITY	29.7	230
TOTAL NET ACREAGE		277.4 AC.	
TOTAL DWELLING UNITS PROPOSED = 5525 UNITS			



VICINITY MAP

OPEN SPACE REQUIRED = 20% OF GROSS AREA OF TRACT
SHOULD BE ALLOCATED TO PUBLIC PARK
20% OF 431.277 ACRES = 86.24 ACRES +/-

OPEN SPACE PROVIDED = AREA ALLOCATED FOR
LAKE, BUFFER AND STREAMS = 119.22 ACRES +/-
(BUFFER - 48 AC., LAKE - 34 AC., STREAM - 37 AC.)

RETAIL AND OFFICE SPACE ALLOWED

RETAIL = 20 SF. X 6805 (DEN. UNITS ALLOWED) = 136,100 SF.
OFFICE = 10 SF. X 6805 (DEN. UNITS ALLOWED) = 68,050 SF.

INDEX OF DRAWINGS

	TITLE
EXHIBIT 2	COVER SHEET, TABULATIONS
EXHIBIT 3	CONTEXT MAP
EXHIBIT 4	EXISTING CONDITIONS
EXHIBIT 5	AUTHORIZATION PLAN
EXHIBIT 6	HOUSING TYPES - TYPICAL EXAMPLES
EXHIBIT 7	PROPOSED FOOT PATH CONCEPT PLAN
EXHIBIT 8	COMMUNITY ROAD PLAN - TYPICAL EXAMPLES
EXHIBIT 9	AREAS 3 & 4 ILLUSTRATIVE PLAN
EXHIBIT 14	SECTIONAL ELEVATION STUDIES/ SIGNAGE

CONSULTANTS

DEVELOPER:
BANCROFT HOMES OF OWINGS MILLS INC.
9505 REISTERSTOWN ROAD
OWINGS MILLS MARYLAND 21117
PHONE 301-363-HOME

PREPARED BY:
BANCROFT HOMES INC.
ENGINEERING DEPARTMENT
9505 REISTERSTOWN ROAD
OWINGS MILLS MARYLAND 21117
PHONE 301-363 HOME

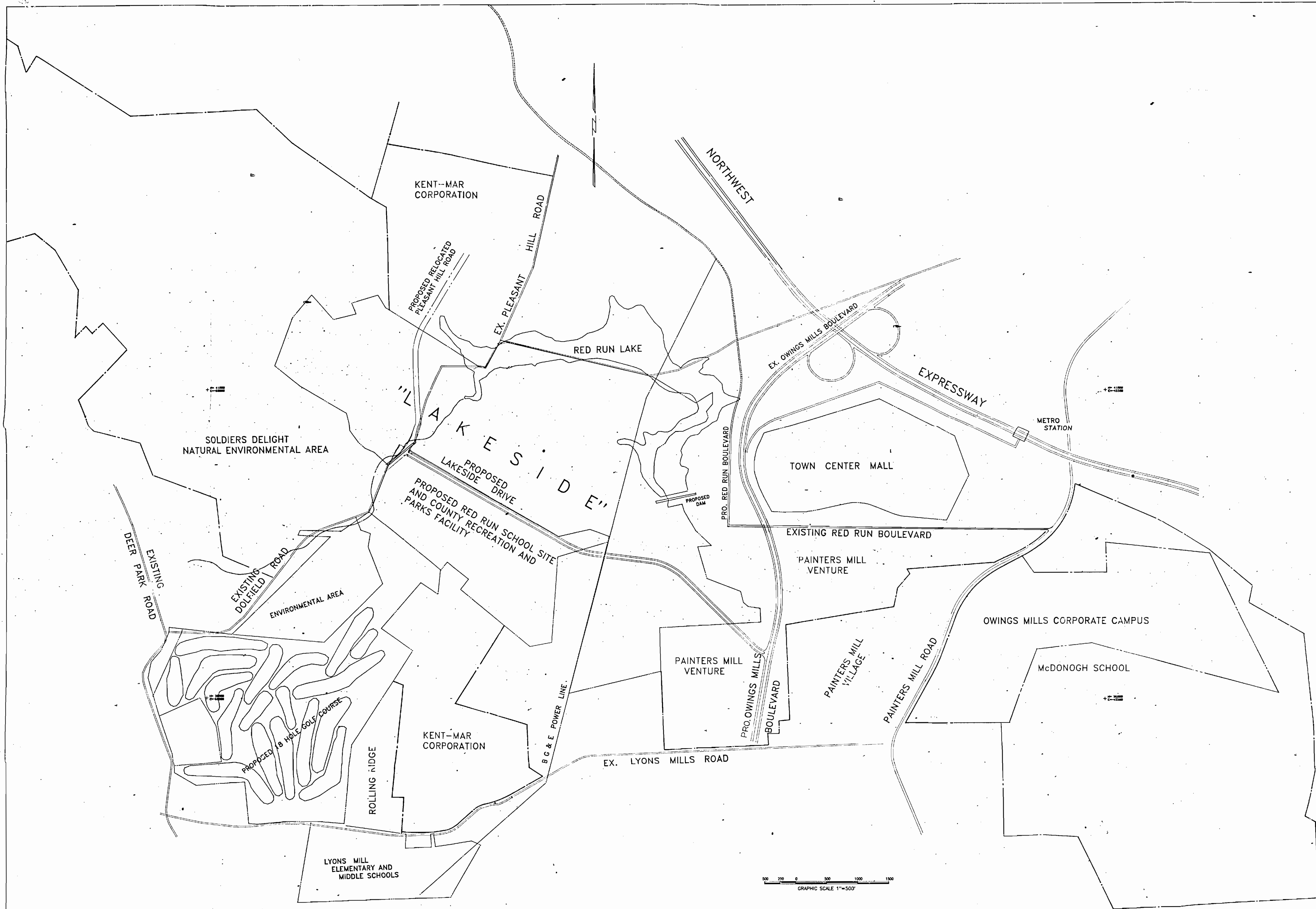
CROZIER ASSOCIATES
LANDSCAPE ARCHITECTURE
AND LAND PLANNING
MILL CENTER, SUITE 400
BALTIMORE MARYLAND 21211
PHONE 301-366-3330

GEORGE WILLIAM STEPHENS, JR.
AND ASSOCIATES, INC.
303 ALLEGHENY AVENUE
TOWSON MARYLAND 21204
PHONE 301-825-8120



EXHIBIT NO. 2
JUNE 4, 1986

TRUE COPY - TEST
JOINTLY CERTIFIED BY BANCROFT HOMES, INC.



CONTEXT MAP
LAKESIDE
A PLANNED UNIT DEVELOPMENT

PREPARED BY:
**Bancroft
Homes**
8508 REISTERSTOWN ROAD, OWINGS MILLS, MD. 21117
(301) 343-1000

EXHIBIT NO. 3
JUNE 4, 1986

TRUE COPY: EST-1
ZONING COMMISSION OF BALTIMORE

STATE OF MARYLAND
DEPT. OF FORESTS & PARKS
584/1050, 5148/055

KENT-MAR CORPORATION
4541/548

STANLEY FRIEDLER, et al.
5242/202

JAMES V. AND
BARBARA E. VALENTI
6002/657

CHRISTOPHER E.
AND SUSAN GRANT
6181/636

* LIMIT OF BUFFER ZONE
PER CRG #85201
APPROVED 1-14-86

BUFFER AREA:
The width of the buffer area shall be determined by the following calculation: measuring 50 feet from the normal pool elevation of 522+/- as shown on this plan and adding four feet per percent of grade within the aforementioned 50 feet; provided, however, that the width of the Buffer Land shall not be less than 100 feet as measured from the 100 Year Flood Plain elevation of 531.4 +/- as shown on this Plan, and shall be subject to the further requirements of any State and/or Federal Agency having jurisdiction over the Buffer Land.

200 100 0 100 200
GRAPHIC SCALE 1"=200'

BALTIMORE COUNTY BOARD OF EDUCATION
5451/558, 5709/008

PAINTERS MILL VENTURE
6358/586

BALTIMORE CO.
MORTGAGE CO.
6358/586

LYONS MILL PARTNERSHIP
4976/570

PAINTERS MILL VENTURE
6358/586

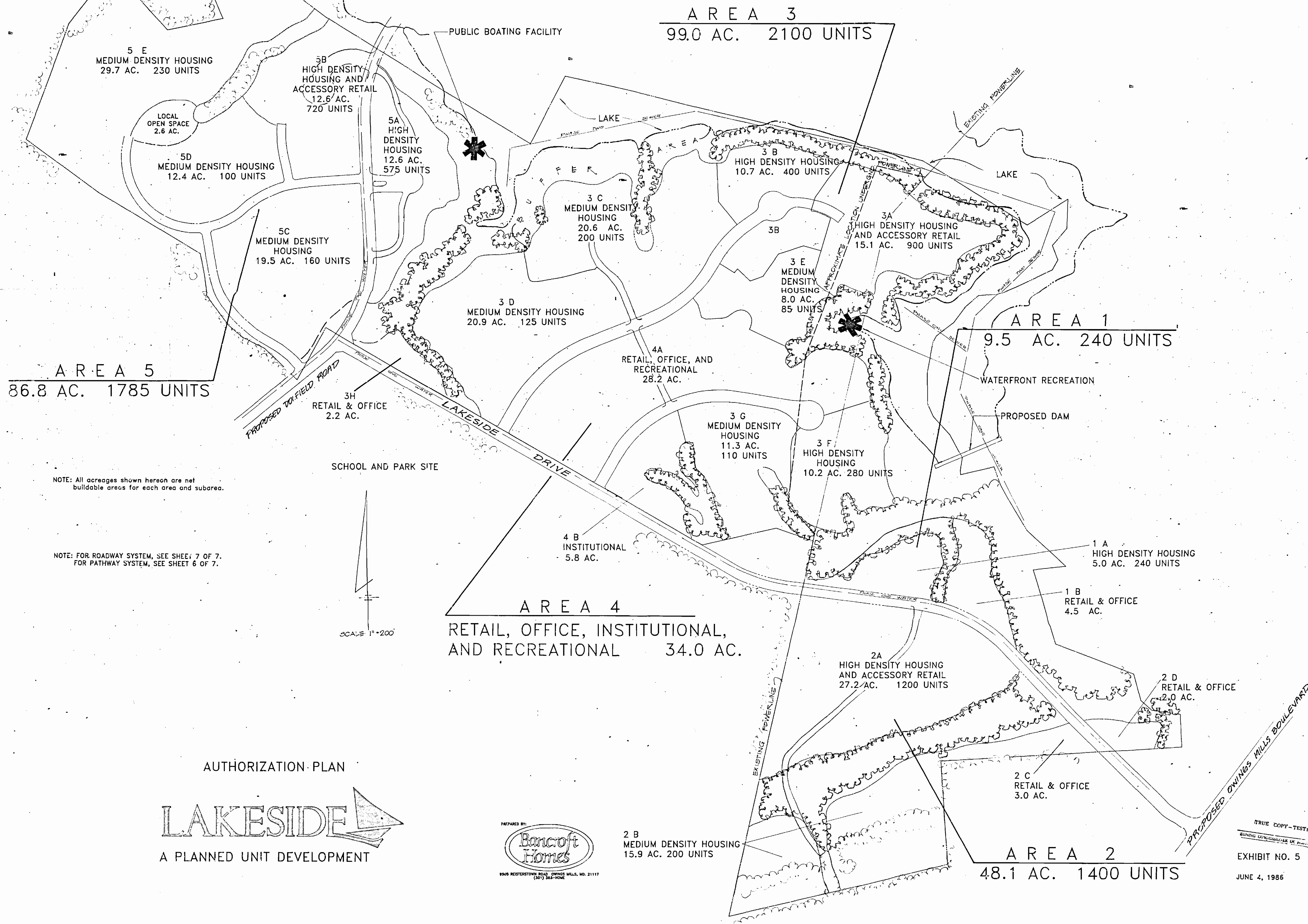
EXISTING CONDITIONS
LAKE SIDE
A PLANNED UNIT DEVELOPMENT

AREAS OF 25% OR GREATER SLOPE

PREPARED BY:
**Bancroft
Homes**
8505 REISTERSTOWN ROAD, OWINGS MILLS, MD. 21117
(301) 345-1000

EXHIBIT NO. 4
JUNE 4, 1986

SOLDIERS DELIGHT
NATURAL
ENVIRONMENTAL
AREA



The presence of clear provisions for changes of amendments to planned unit development plans also indicates a willingness by the local government to work cooperatively with the applicant to achieve the best possible product. Distinctions between major and minor changes along with fair procedures for effecting them, can reduce uncertainty in the process and allow it to retain the necessary flexibility while minimizing the chances for abuse. When the process allows a suitable degree of flexibility, it is more likely that PUDs will be completed and successful in responding to market demand. Thus, it seems to be in the local government's best interest to allow flexibility through the ordinance provisions while still exerting enough control to guarantee the quality of development and the benefits to the community." PUDs in Practice pp. 28-29

It is significant to note that in each of the five case studies presented in PUDs in Practice, the need for change arose. In certain instances, the developer would have been unable to complete his project had he been unable to amend his plan.

B. Reaching the Definition of "Material" and Minor Change in the PUD Approval Process.

The Baltimore County Zoning Regulations presently do not address the issue of change to the initial PUD Plan. A basic format has been used, however, in many jurisdictions, and is discussed in PUDs in Practice. There it is stated that the approval process should incorporate provisions that distinguish between "major" and "minor" changes and that prescribe appropriate standards for review of each. The practical

PST:de:9/9/86:4:1

7

significance of making the distinction is that proposals for major change warrant closer scrutiny than do proposals for minor change. All agree that the form of such scrutiny involving a major (material) change to the Lakeside Authorization Plan shall be that the proposed major change must be approved by the Zoning Commissioner and Planning Board pursuant to Section 430 of the Baltimore County Zoning Regulations.

To develop a standard to differentiate between major (material) and minor change, one should look to definitions used in various legal contexts. Examination of the relevant cases indicates that the distinction is frequently drawn on the basis of common sense. See, for example, Transportation Equipment Rentals, Inc. v. Strandberg, 392 S.W.2d 319, 324 (Mo. 1965), in which the court construed the phrase "material breach" and held that the words "are not technical but are ordinary words which are commonly understood..."; Shetland Properties, Inc. v. Town of Poultney, 484 A.2d 929, 933 (Vt. 1984) where the court, when called upon to decide whether the appellant's property had undergone a "material alteration or change" so as to justify an increase in its assessed value for property tax purposes, defined a "material alteration or change" as one which is "relevant and of consequence to the evaluation of the property."; Labowitz v. Labowitz, 542, S.W.2d 922, 925-26 (Tex. 1975), where the phrase "material and substantial change of circumstance," when construed in the context of an action brought pursuant to the terms of a divorce decree, was held to include a decrease in the husband's

PST:de:9/9/86:4:1

8

income from \$30,000 to \$10,000 annually; Krol v. York Terrace Building, Inc., 35 Md. App. 321 (1976) where the Court of Special Appeals held that where the well supplying water to a newly constructed residence worked only intermittently after the second week of the owners' possession that a real dispute as to a material fact existed so that the defendant's summary judgment must be overturned; Parker v. Johnson, 206 N.Y.S.2d 594, 26 Misc. 2d 31 (1960), where the court held that a tenant who replaced her landlord's allegedly defective refrigerator with her own refrigerator had not "materially and permanently" changed the nature of the property so as to commit waste; Hanger v. Zeh, 45 Misc. 2d 93, 256 N.Y.S. 2d 227, where the court granted the defendant summary judgment in a suit for specific performance after finding that no material issue of fact existed where the piece of property involved in the lawsuit was encroached upon by two inches by an adjoining property.

In Township of Ridley v. Blanchette, 421 F. Supp. 435 (E.D.Pa. 1976), the court's holding reflected the common sense reasoning evidenced in the above cases; but incorporated, in addition, a balancing test of broad applicability. Moreover, as the issue decided by the court concerned the protection of the environment, the decision has particular significance with respect to defining material change in the context of Lakeside.

The issue facing the Ridley court was whether the proposed construction by the Department of Transportation of a railroad "crossover", which entailed laying 375 feet of track,

PST:de:9/9/86:4:1

9

constituted a "major federal action" requiring the preparation of an environmental impact statement. In holding that the project was not a "major federal action," the court stated:

In sum, "major" is a term of reasonable connotation, and serves to differentiate between projects which do not involve sufficiently serious effects to justify the costs of completing an impact statement, and those projects with potential effects which appear to offset the costs in time and resources of preparing a statement.

421 F.Supp at 432.

The essence of the Ridley opinion is that a balancing test must be performed. Such a test is equally applicable in the context of changes to the Authorization Plan. By designating proposed change as major or material, both the County and the Developer will be obligated to expend substantial resources by way of applying the higher level of scrutiny appropriate to proposed major change; i.e., Planning Board and Zoning Commissioner approval. The underlying premise of the balancing test is that resources should be expended only if the potential for benefit by their application appears likely to exceed their cost. Where this is not the case, logic demands that the proposed change be deemed minor, and therefore be subject only to a lower level of scrutiny. In those instances where the potential benefits of rigorous scrutiny of the proposed change exceed the cost of conducting that scrutiny, the proposed change should be deemed major. In the context of Lakeside, subjecting minor changes to intensive scrutiny will result in a loss of the flexibility which is the hallmark of PUD development.

PST:de:9/9/86:4:1

10

C. The Definition of "Material Change".

The wisdom of distinguishing major from minor changes is thus apparent from both a common sense perspective, as well as a more formal benefit/cost analysis. The task remains of designating which changes will be considered major. The benefits derived from drawing a distinction would be lost if the procedure for making the threshold determination of whether a proposed change is major consumes an inordinate amount of resources. Clearly, the criteria employed must result in efficient administration of the PUD regulations.

Petitioner proposes that the deletion of or variation from sign and use regulations and controls adopted prior to the first CRG/FDP process (except as may be permitted in such regulations), the deletion of the interfaith center or an equivalent building or buildings, the deletion of a multi-use community building, and the increase of the number of density units in any one area by twenty percent or more from that which is proposed in the Authorization Petition shall be considered to be a major or material change, all requiring approval in accordance with the procedures for approval of a neighborhood planned unit development within the urban-rural demarcation line pursuant to Section 430 of the Baltimore County Zoning Regulations. Changes in the timing of the construction and delivery of commercial, retail and residential structures, the exact uses of community buildings, reduction in density to that allowed by the current (pre-PUD) zoning for the entire tract and any other variations

PST:de:9/9/86:4:1

11

from the approved Authorization Plan incorporated in CRG/FDP plans submitted for approval shall not be considered major or material and therefore shall not need approval in accordance with the procedure for approval of a neighborhood planned unit development as aforesaid.

The intent underlying Petitioner's definition of material change is the conservation of resources and their allocation in the most rational manner possible. In the context of Lakeside, this definition of material change will distinguish changes that could fundamentally alter the character of the community from those that, though modifications of the Plan, do not work a change in Lakeside so as to cause it to be in any real sense different from the community it was initially planned to be.

Petitioner's financial commitment to Lakeside has been and will continue to be immense - significantly in excess of the expenses that would have been incurred were the property to be developed under a conventional Euclidean zoning regime. As an incentive to develop under the PUD regulations, Petitioner is granted a bonus in the number of density units that may be constructed at Lakeside. Additionally, Petitioner is allowed a certain amount of retail and commercial use. As is noted at page 45 of the Report to the Baltimore County Planning Board by the Director of the Office of Planning and Zoning dated August 1, 1986 (hereinafter the "Report"), these incentives are designed to benefit not only the developer, but also to enhance the lives of

PST:de:9/9/86:4:1

12

the residents of the PUD by providing a higher level of community services and amenities. The PUD regulations set forth the formula to be applied in determining the density of residential development and the amount of commercial office space and retail space allowable at Lakeside. These allotments are based upon the number of density units proposed. Based on the Authorization Plan, Petitioner will be allowed 136,000 square feet of retail space and 68,000 square feet of office space. Nevertheless, no one knows if this untested formula really works and if the bonuses can justify all of the Petitioner's additional expenditures.

As is described in the Report, the Authorization Plan may be modified prior to its reduction to final form in the CRG/FDP phase. Petitioner believes and therefore submits that such modifications in accordance with the proposed definition of material change will cushion the potentially severe economic impact if the untested PUD formula for density and retail/commercial uses does not work.

D. Conclusion.

Lakeside presents to both the County and the Petitioner the opportunity to create an exemplary Planned Unit Development which will offer its residents a living environment superior to that which is possible under a traditional Euclidean Zoning regime. This goal will be achieved if the parties to the development process adhere to the fundamental concepts of PUD development.

PST:de:9/9/86:4:1

13

Chief among these concepts is the flexibility which is the hallmark of PUD development. It plays an essential role both in the integration of diverse land uses, and in the PUD approval process. Flexibility is jeopardized, with a concomitant reduction in the benefits accruing from PUD development, if the process for amending the Authorization Plan is onerous. Only where the proposed change is material should it be reviewed pursuant to the procedures set forth in Section 430 for approval of a neighborhood planned unit development.

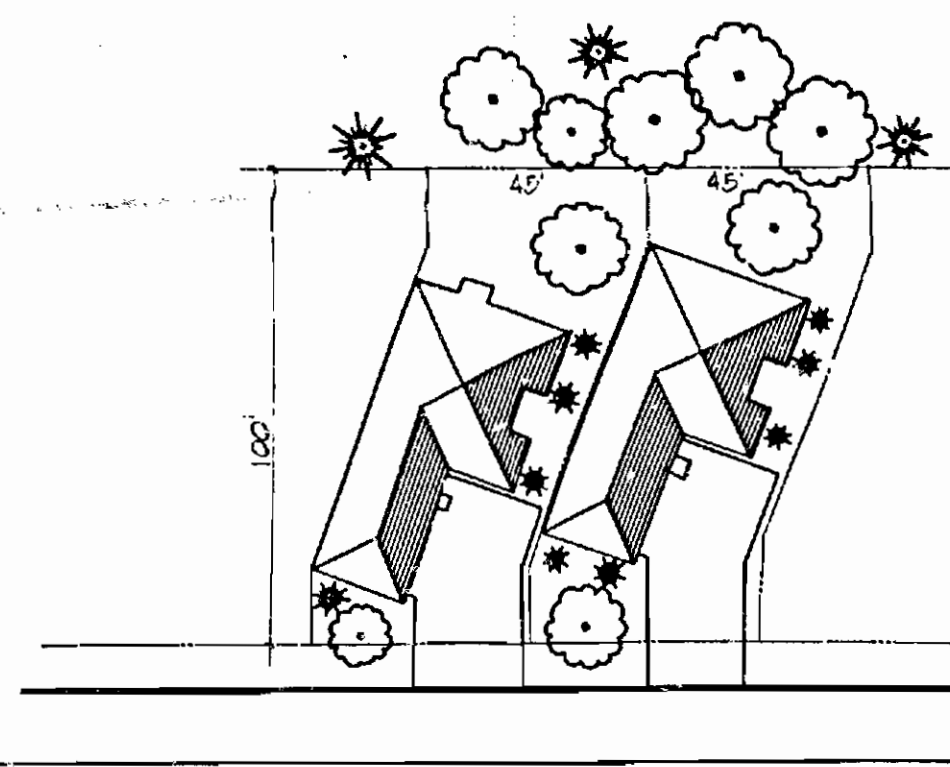
Proposed major changes to the Lakeside Authorization Plan must, as mentioned, be approved by the Zoning Commissioner and Planning Board pursuant to Section 430 of the Baltimore County Zoning Regulations. Both common sense and benefit/cost analysis dictate, however, that proposed minor changes to the Lakeside Authorization Plan not be subjected to such a protracted and costly procedure. Therefore, Petitioner has proposed a definition for major change which distinguishes between those changes that could fundamentally alter Lakeside and those that will not cause Lakeside to be in any real sense different from the community it was initially planned to be.

II. CRG/FDP APPROVAL.

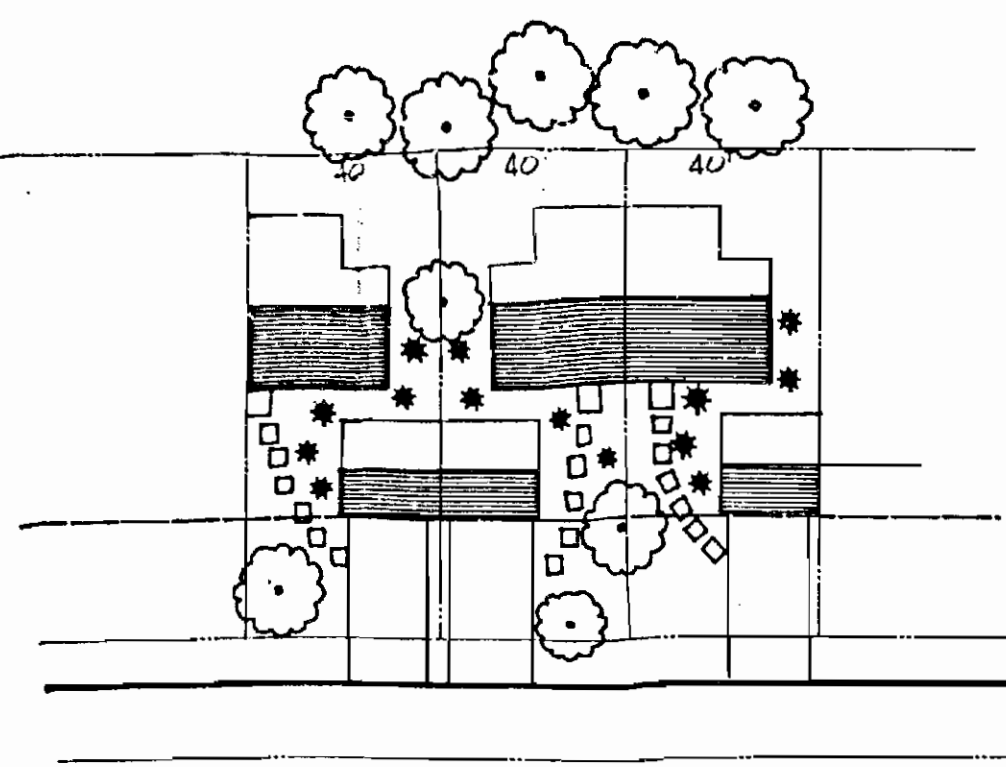
Under the Baltimore County Zoning Regulations, the second phase of PUD approval, the CRG/FDP Plan, is required by Section 430.1.G to be approved by the Zoning Commissioner as being in accord with the Authorization Plan, and by the Planning

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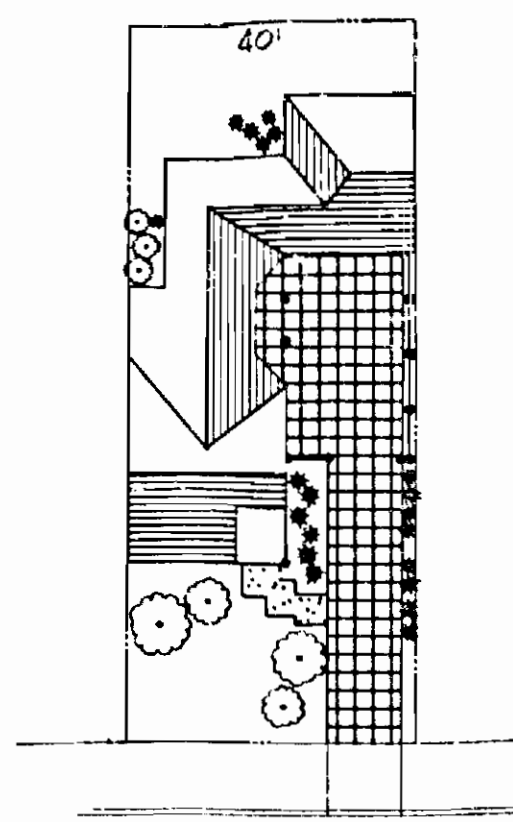
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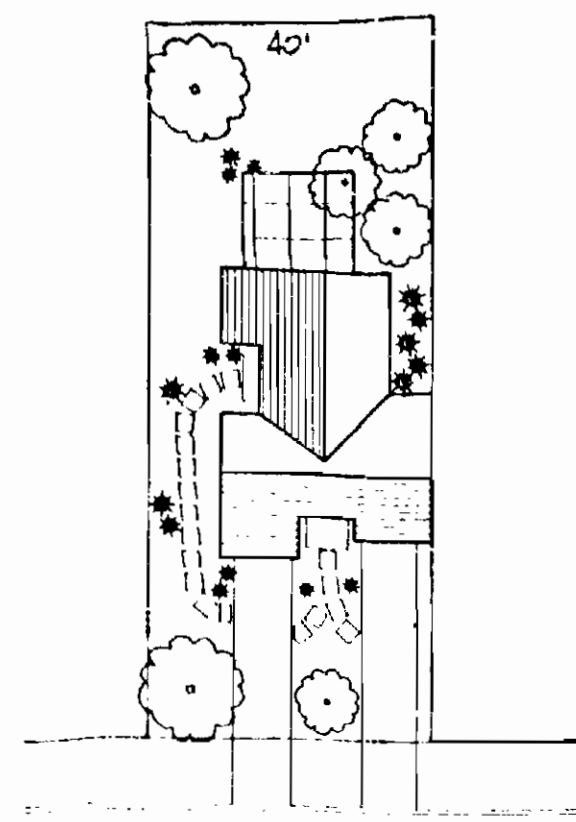
1. MED.DENSITY HOUSING
ZERO LOT LINE S.F. DWLG.
(2 off street parking spaces/unit)
SCALE 1"=30'



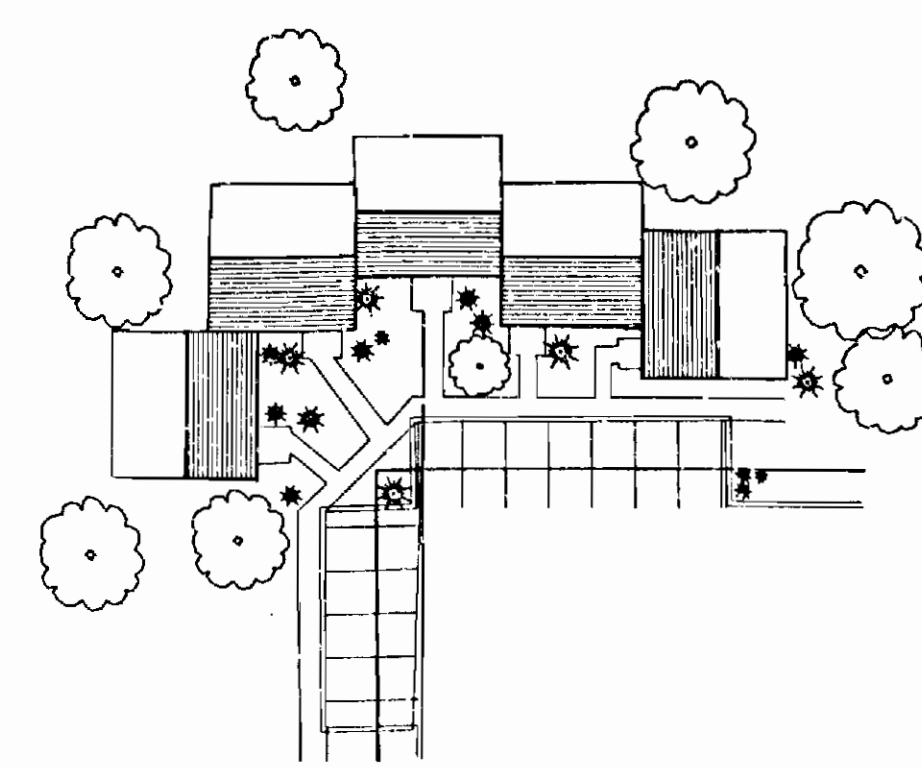
2. MED.DENSITY HOUSING
ZERO LOT LINE S.F. DUPLEX DWLG.
(2 off street parking spaces/unit)
SCALE 1"=30'



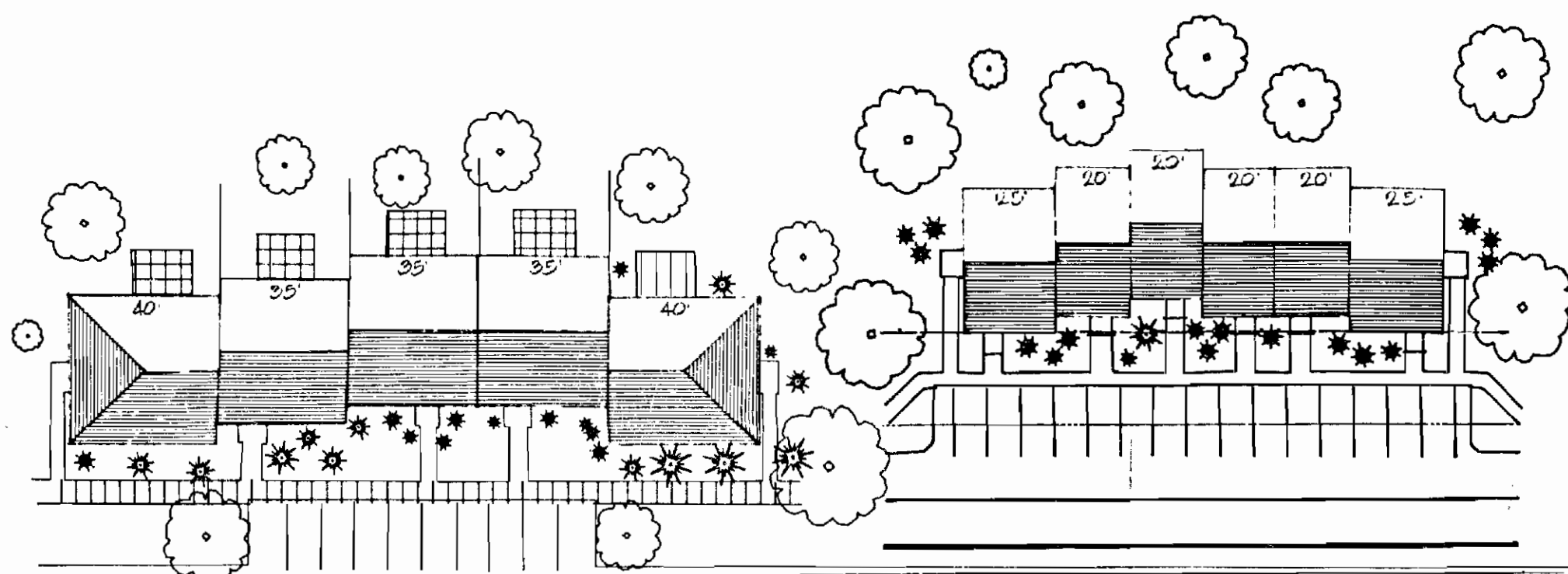
3. MED.DENSITY HOUSING
ZERO LOT LINE S.F. DWLG.
(2 off street parking spaces/unit)
1" = 20'



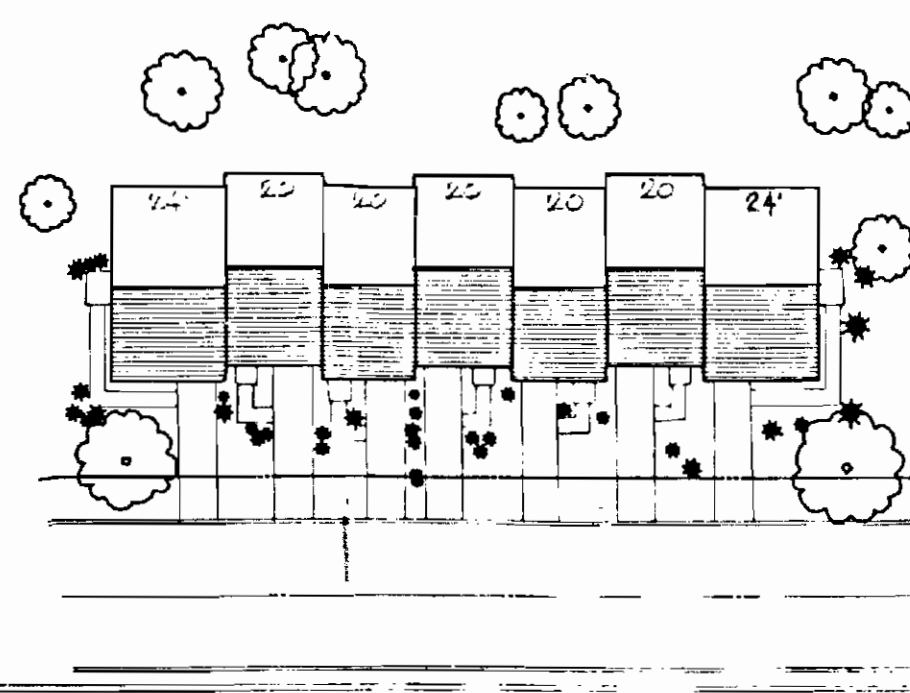
4. MED.DENSITY HOUSING
ZERO LOT LINE S.F. DWLG.
(2 off street parking spaces/unit)
1" = 20'



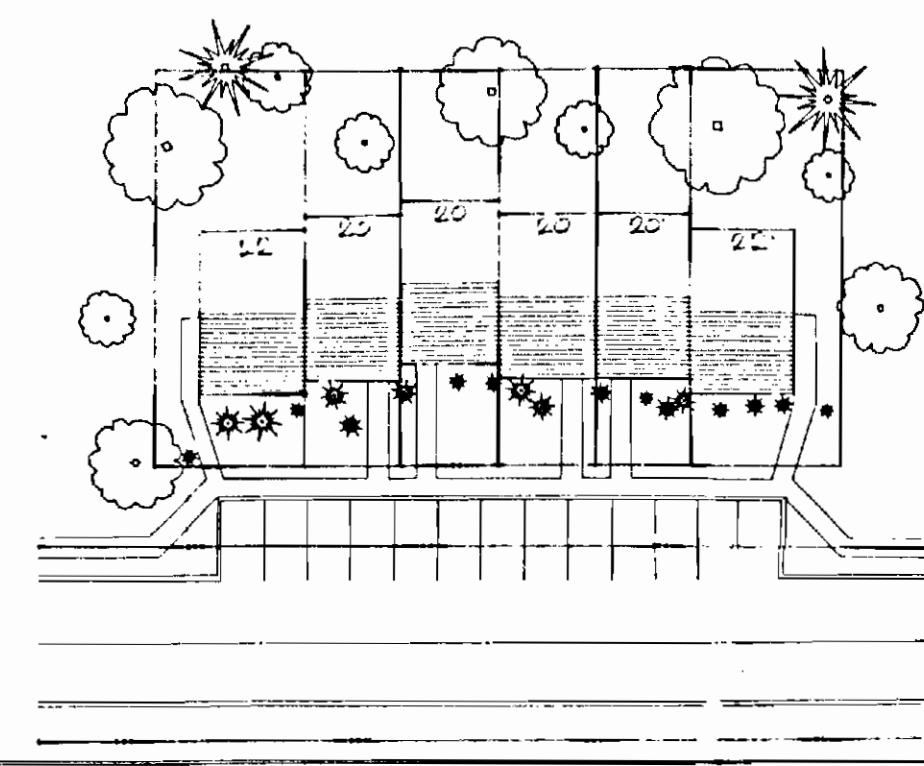
5. MED.DENSITY HOUSING
30 X 30 CLUSTER DWLG.
(2.25 parking spaces/unit)
NOT TO SCALE



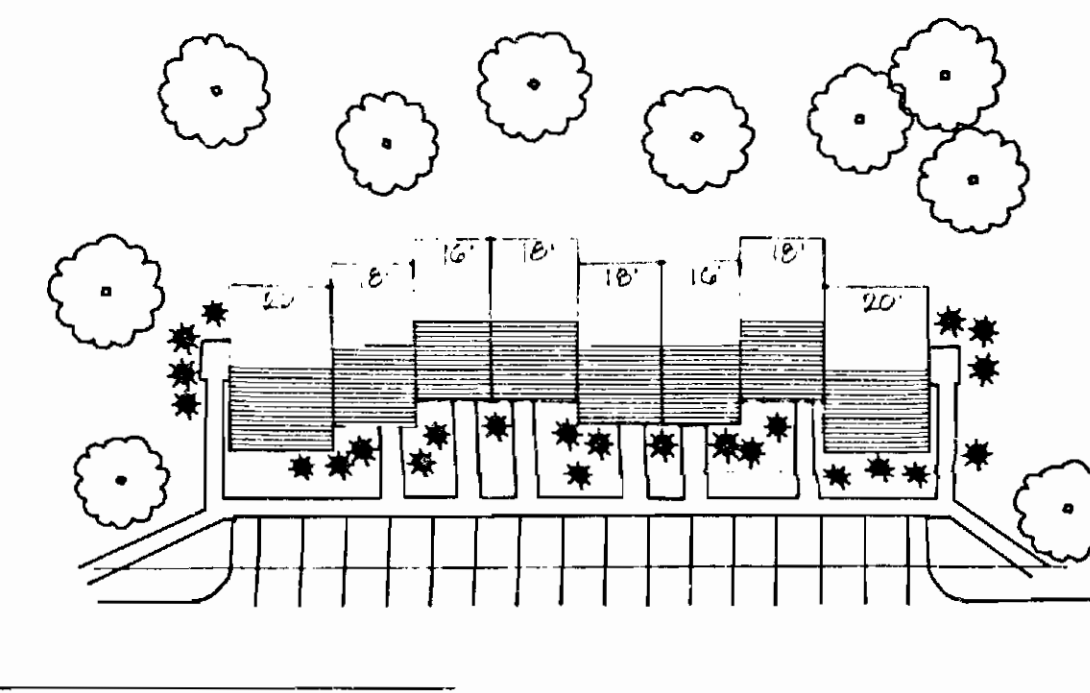
6. MED.DENSITY HOUSING
40'/35' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



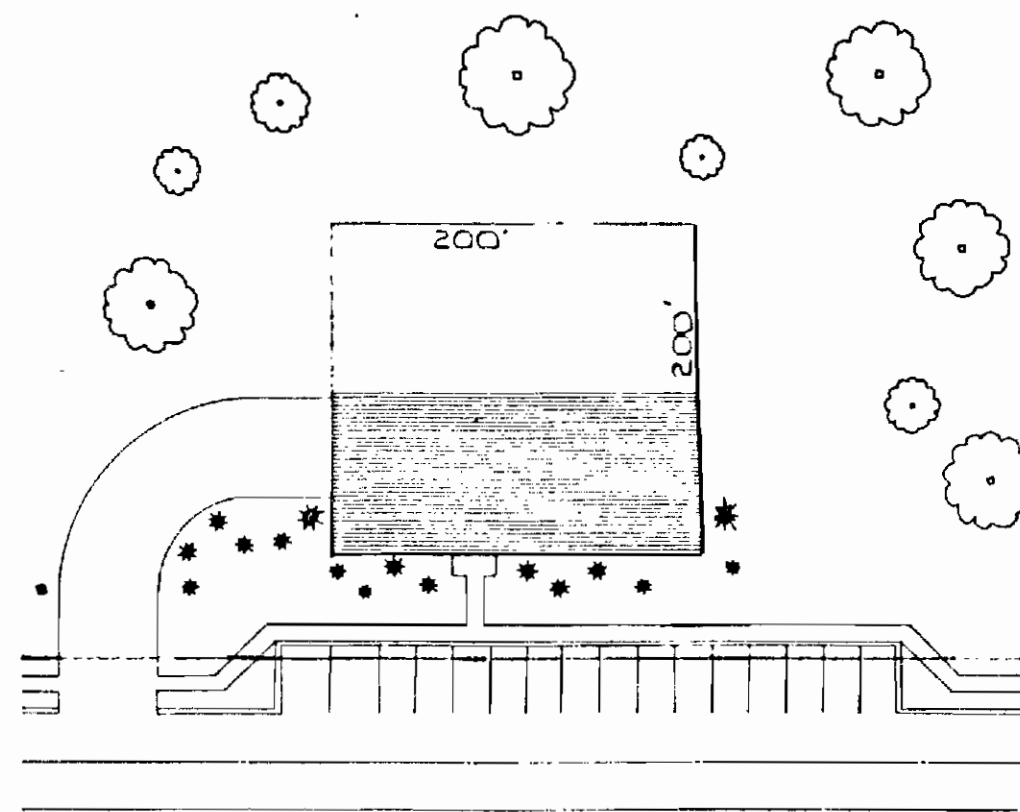
8. MED.DENSITY HOUSING
GARAGE TOWNHOUSE DWLGs.
(2 off street parking spaces/unit)
scale 1"=30'



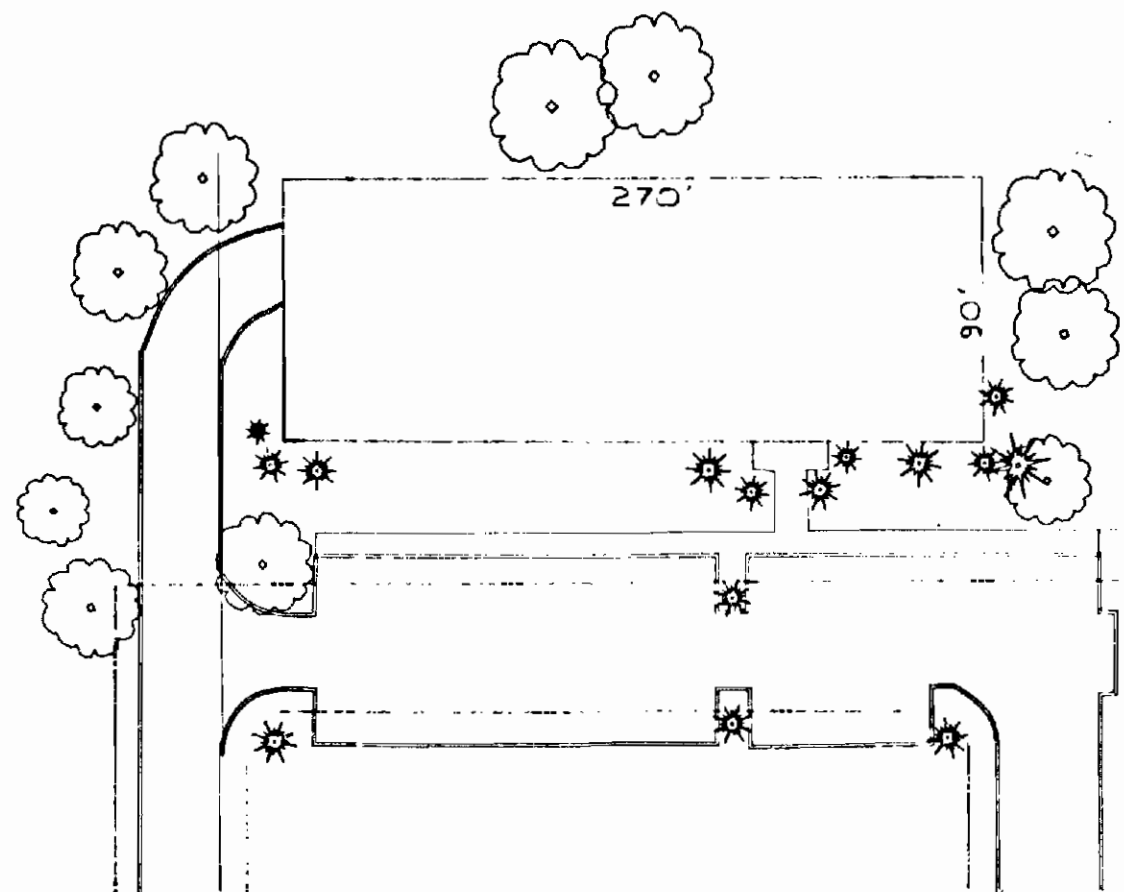
9. MED.DENSITY HOUSING
22'/20' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



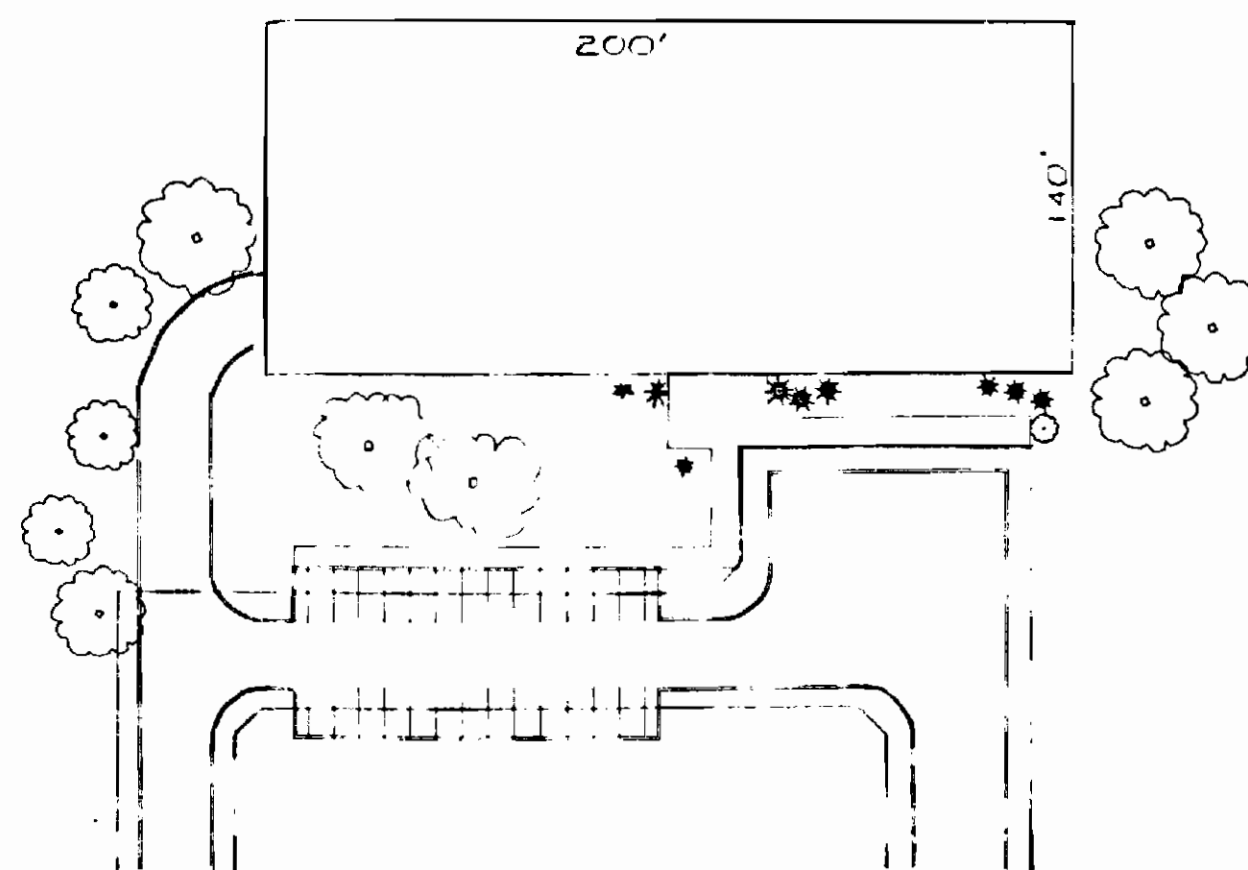
10. MED.DENSITY HOUSING
20'/18'/16' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
1" = 30'



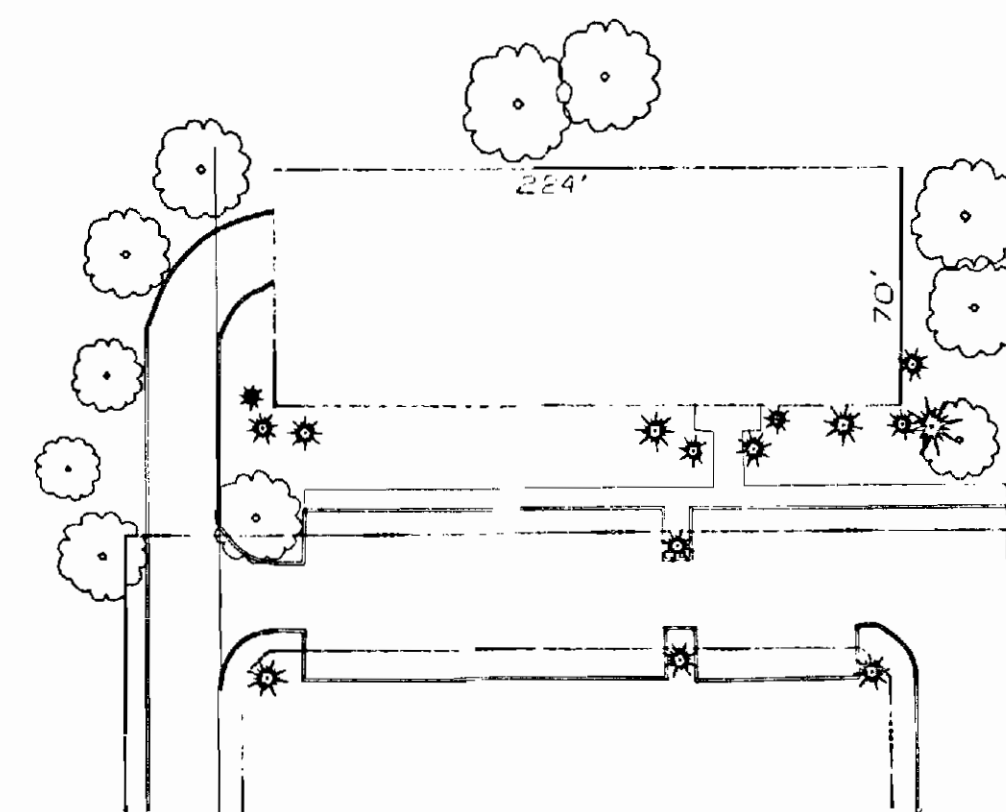
11. HIGH DENSITY HOUSING (10 - 12 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(1.5 Underground + 0.5 Surface Parking Spaces/Unit)
NOT TO SCALE



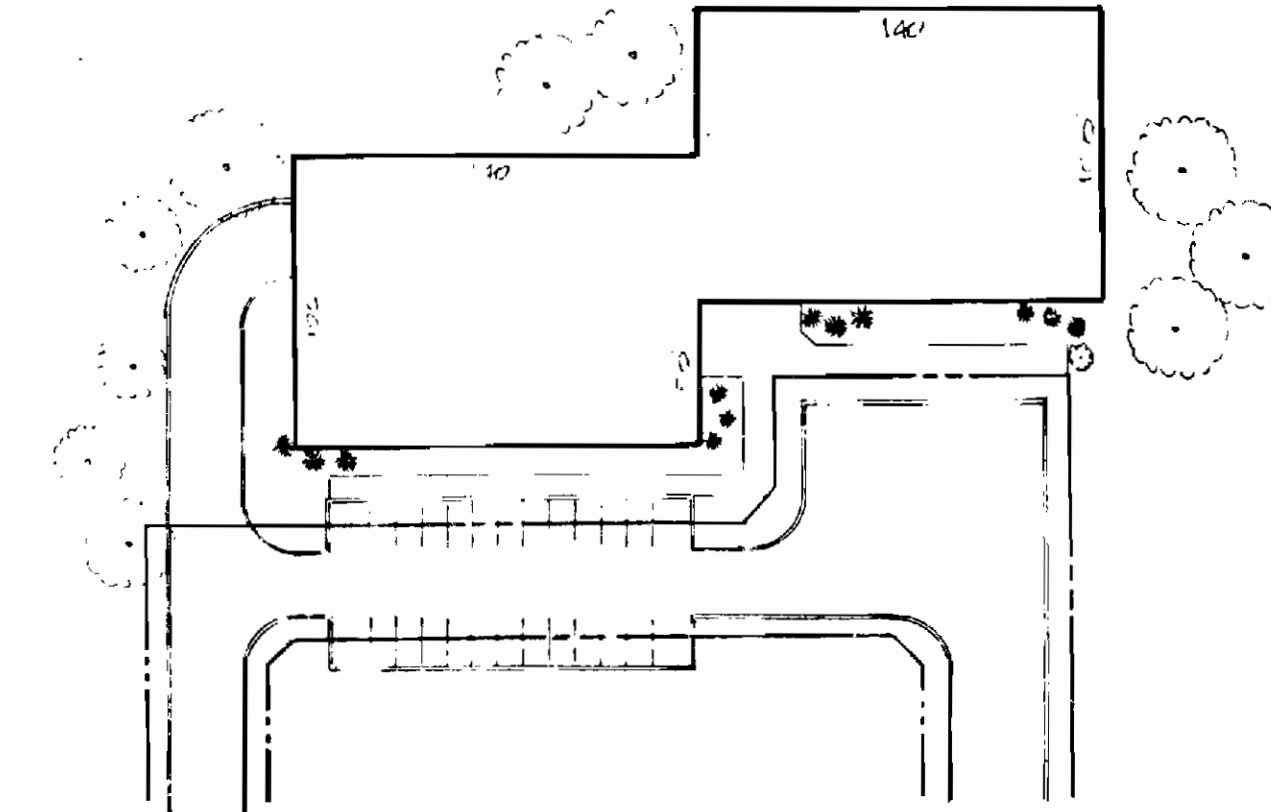
12. HIGH DENSITY HOUSING (4 - 10 STORIES)
APARTMENTS - 1 STORY UNITS (ELEVATOR BLDG. IF OVER 4 STORIES)
(1 Underground + 1 Surface Parking Space/Unit)
NOT TO SCALE



13. HIGH DENSITY HOUSING (30 - 35 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(2 Underground + 0.25 Surface Parking Spaces/Unit)
NOT TO SCALE



14. HIGH DENSITY HOUSING (7 - 10 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(1 Underground + 1 Surface Parking Space/Unit)
NOT TO SCALE



15. HIGH DENSITY HOUSING (30 - 35 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(2 Underground + 0.25 Surface Parking Spaces/Unit)
NOT TO SCALE

NOTE:
ON ALL HIGH DENSITY BUILDINGS, MULTI-LEVEL
SUBSURFACE AND SURFACE PARKING WILL BE
PROVIDED WITHIN THE DEVELOPABLE AREAS.

NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES
ONLY, AS AN EXAMPLE OF HOUSING CONCEPTS
THAT WILL BE MODIFIED AS REQUIRED AFTER
BUILDINGS ARE DESIGNED ON THE SITE.

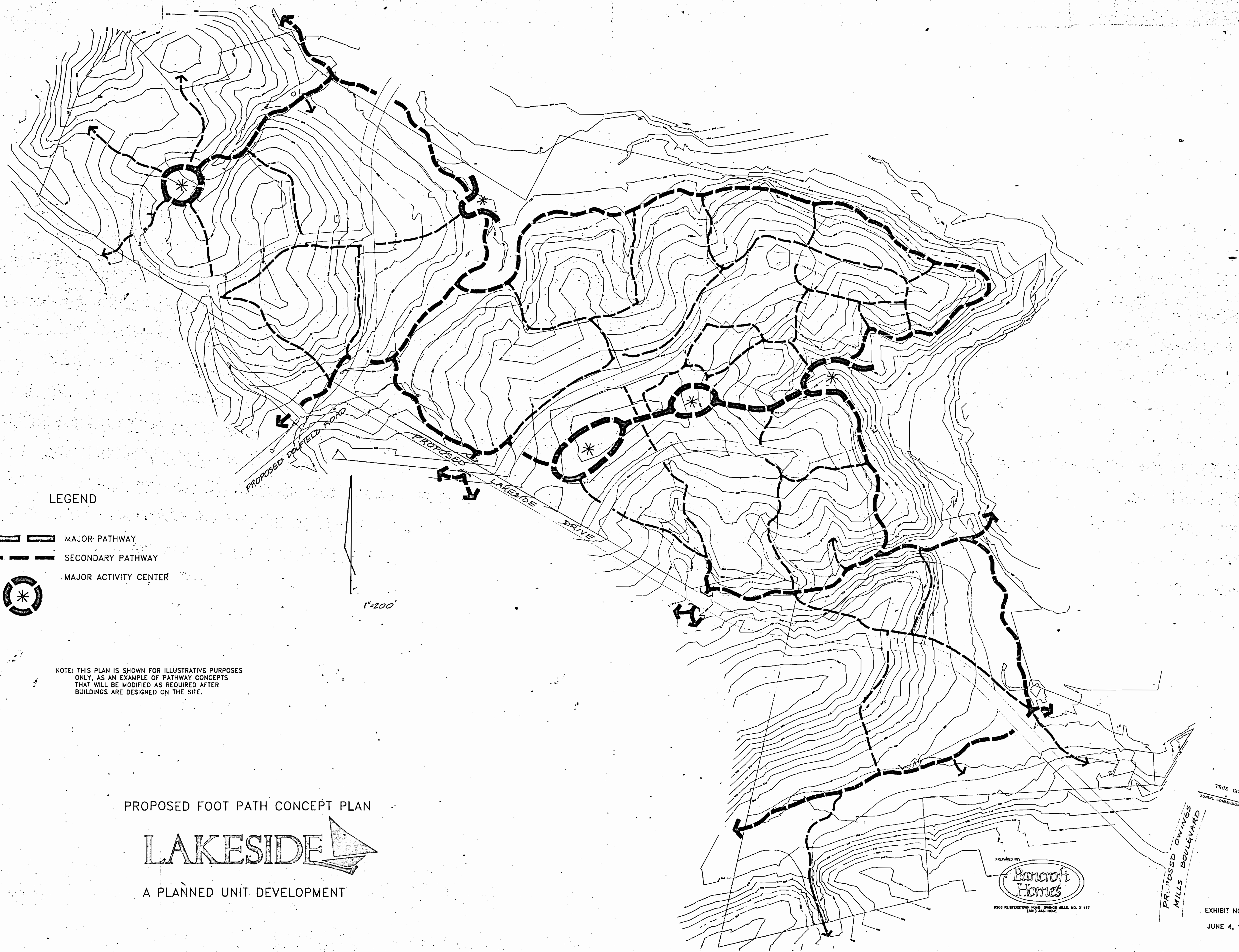
HOUSING TYPES - TYPICAL EXAMPLES

LAKE SIDE
A PLANNED UNIT DEVELOPMENT

PREPARED BY:
Bancroft
Homes
9305 REISTERSTOWN ROAD, OWINGS MILLS, MD. 21117
(301) 348-1100

EXHIBIT NO. 6

JUNE 4, 1986



LEGEND

- MAJOR PATHWAY
- SECONDARY PATHWAY
- MAJOR ACTIVITY CENTER

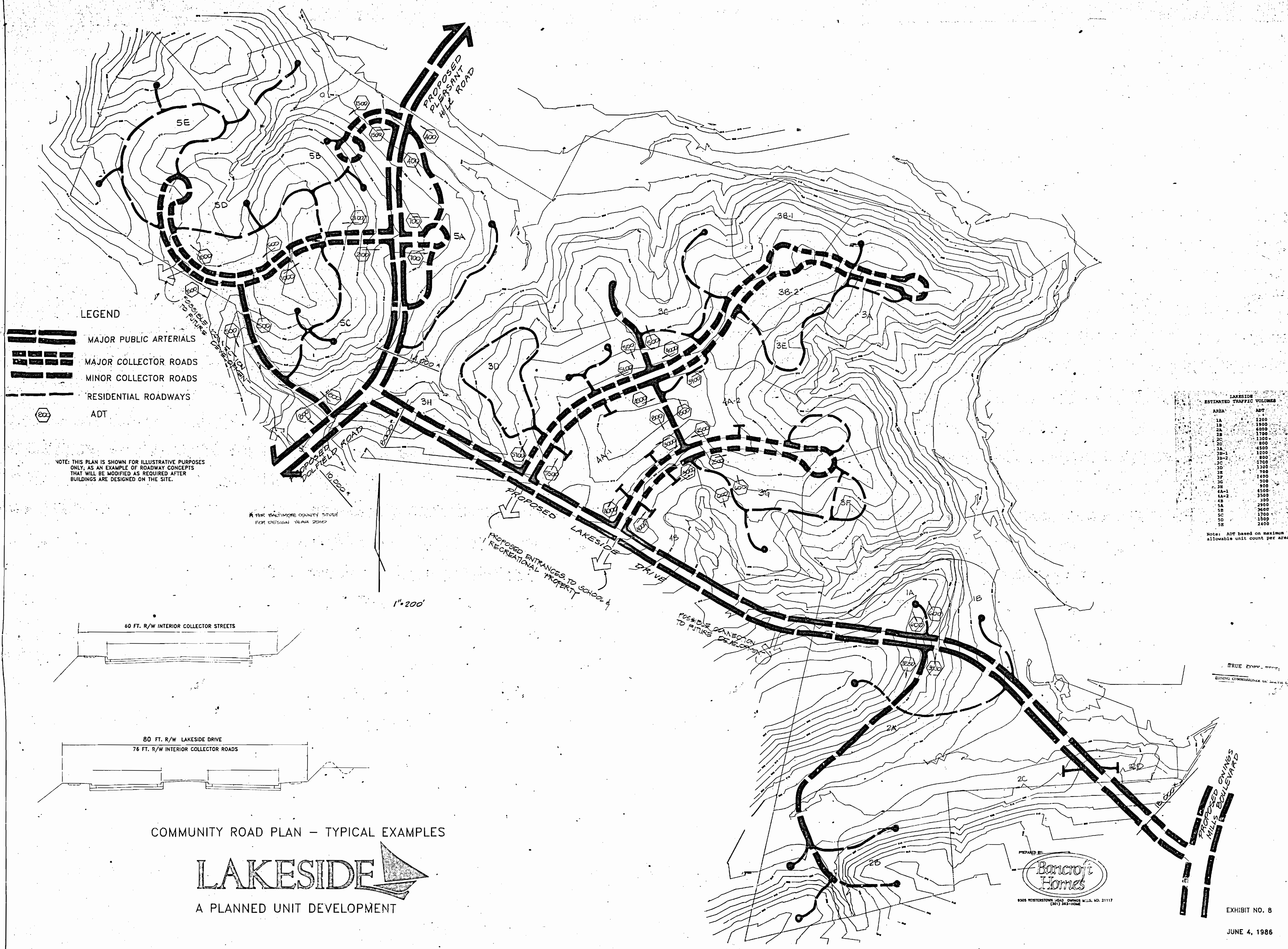
NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AS AN EXAMPLE OF PATHWAY CONCEPTS THAT WILL BE MODIFIED AS REQUIRED AFTER BUILDINGS ARE DESIGNED ON THE SITE.

PROPOSED FOOT PATH CONCEPT PLAN

LAKESIDE
A PLANNED UNIT DEVELOPMENT

PREPARED BY:
Bancroft Homes
8509 WESTERSTOWN ROAD, DOWNS MILLS, MD. 21117
(301) 542-1900

TRUE COPY - TEST:
ZONING COMMISSIONER OF BALTIMORE
PROPOSED DOWNS MILLS BOULEVARD
EXHIBIT NO. 7
JUNE 4, 1986

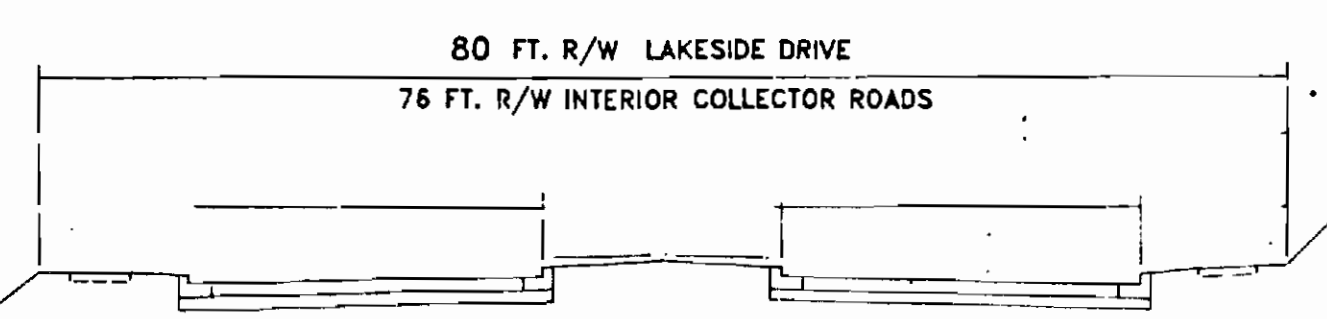
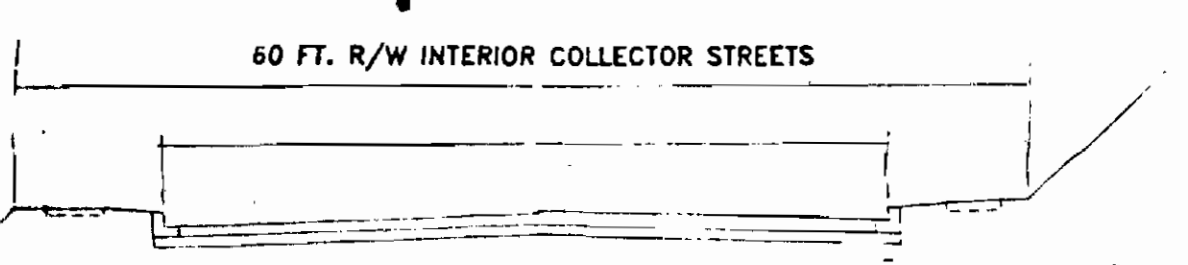


- LEGEND**
- MAJOR PUBLIC ARTERIALS
 - MAJOR COLLECTOR ROADS
 - MINOR COLLECTOR ROADS
 - RESIDENTIAL ROADWAYS
 - ADT

NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AS AN EXAMPLE OF ROADWAY CONCEPTS THAT WILL BE MODIFIED AS REQUIRED AFTER BUILDINGS ARE DESIGNED ON THE SITE.

* PER BALTIMORE COUNTY STUDY FOR DESIGN YEAR 2010

1" = 200'



COMMUNITY ROAD PLAN - TYPICAL EXAMPLES

LAKESIDE
A PLANNED UNIT DEVELOPMENT

PREPARED BY:
Bancroft Homes
8305 WESTERTOWN ROAD, DOWNS MILLS, MD. 21117
(301) 343-1000

LAKESIDE ESTIMATED TRAFFIC VOLUMES

AREA	ADT
1A	1200
1B	1800
2A	4000
2B	1700
2C	1300
2D	900
2E	4500
2F-1	1200
2F-2	1200
3C	1700
3D	1300
3E	700
3F	1400
3G	900
3H	900
4A-1	4500
4A-2	3500
4B	300
5A	2900
5B	3600
5C	1700
5D	1800
5E	2400

Note: ADT based on maximum allowable unit count per area.

TRUE EXHIBIT NO. 8
COUNTY COMMISSIONER AND BOARD OF ZONING



10/1/86
to file

RE: PETITION FOR AUTHORIZATION OF A NEIGHBORHOOD UNIT DEVELOPMENT AT OWINGS MILLS TOWN CENTER - "LAKESIDE" BY BANCROFT HOMES OF OWINGS MILLS, INC. * BEFORE THE * ZONING COMMISSIONER * OF BALTIMORE COUNTY * Case No. 87-151-Auth, SPMA

AFFIDAVIT OF PRIVATE PROCESS SERVER

The undersigned hereby certifies that she executed service of process upon Ms. Brenda Crabbs, Growth Area Coordinator, Economic Development Commission, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland 21204, by delivering and leaving with her on September 23, 1986 at 3:35 p.m. a copy of the Subpoena issued by the Zoning Commissioner. The undersigned further certifies that she is over 18 years of age and is not a party to this action.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth herein are true and correct to the best of my knowledge, information and belief.

Lisa C. Smelter
Lisa C. Smelter
Private Process Server

LAW OFFICES
KRAMON & GRAHAM, P.A.
BUN LIFE BUILDING
CHARLES CENTER
BALTIMORE, MD. 21201
(301) 751-6030

RECEIVED
OCT 1 1986
ZONING OFFICE

STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL) to wit:

I HEREBY CERTIFY that on this 26th day of September, 1986, before me, the undersigned, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Lisa C. Smelter, and she acknowledged the foregoing Affidavit to be her act.

AS WITNESS my hand and notarial seal.

Lisa Jane Edwards
NOTARY PUBLIC
My Commission Expires: July 1, 1990

LAW OFFICES
KRAMON & GRAHAM, P.A.
BUN LIFE BUILDING
CHARLES CENTER
BALTIMORE, MD. 21201
(301) 751-6030

MEMORANDUM
KRAMON & GRAHAM, P.A.
EXHIBIT 19

DATE: October 2, 1986
TO: Messrs. Gerber, Avin, Fields, Jablon and Dyer, Office of Planning and Zoning; Mr. Spicer, Office of Law; Ms. Crabbs, Baltimore County Economic Development Commission; and Ms. Friedman, People's Counsel.
REFERENCE: Bancroft Homes of Owings Mills, Inc. by its Attorney Jeffrey H. Scherr and Paul Teitelbaum, Jaw Clerk.

Lakeside - Changes Not Requiring Further PUD Authorization, CRG/FDP Approval

I. AMENDMENTS OF AUTHORIZATION PLAN.

A. Procedure for Amending the Authorization Plan Must Be Flexible.

During the process of obtaining Planning Board approval for the Lakeside Authorization Petition, it has become evident that flexibility of two different types is essential if the full potential of PUD development is to be realized. The first type of flexibility concerns the integration at Lakeside of an array of diverse yet complimentary land uses on a tract of land which has been absolved of conventional zoning strictures. As noted in the Baltimore County Zoning Regulations, "procedures and regulations under which land development is permitted as of right necessarily limit development opportunities, inhibit design flexibility, and, often, preclude optimum land planning solutions to complex development problems." 430.1.A.1.a. Consonant with the Declaration of Findings of the PUD regulations, Petitioner has planned Lakeside so as to offer "the full range of nonresidential uses that may be desirable to service residential development." 430.1.A.1.b. In most cases,

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the land uses proposed by Petitioner are among those expressly approved under the PUD regulations. In certain instances, Petitioner has applied for Special Hearings so as to be allowed to include additional land uses which are in keeping with a diversified, well-planned community.

Flexibility of a second type is equally critical if PUD development at Lakeside is to achieve its full potential. It is best understood in the context of the PUD approval process.

Petitioner's Authorization Plan will be approved prior to the time Petitioner submits for approval detailed CRG/FDP Plans for portions of Lakeside. Submission of these detailed plans will occur in stages, and, consequently, so will the development of Lakeside. This process is not unusual in PUD development. An example of staged development is found in the case studies presented in PUDs In Practice.¹

The master site plan was approved late in 1979. The actual development of the project was phased to meet market demand. As the project develops, formal applications for final plan approval are presented for each site of 40 to 100 units. During the first five years of the project, the flexibility of the process has proved invaluable to the developer. PUDs In Practice p.84.

Similarly, staged development was discussed in another of the case studies:

From a developer's viewpoint, the PUD process should also provide some guarantees.

¹ PUDs In Practice is a 94-page monograph on PUD development published by the American Land Institute.

PST:de:10/2/86:8:1

2

Particularly when the proposed project is to be phased or built in stages over a long time, some assurance that the entire project will be allowed may be essential to its feasibility. In these cases, it usually is not possible to obtain final approval for the entire project at one time, but, generally, a developer should request conceptual or preliminary approval for all phases of a project when final approval is granted for the first phase of development. The developer of Lincoln Village West, for instance, obtained approval of a concept plan for the entire 773-acre mixed-use project in 1967. The developer then obtained final approval and zoning changes for each section of the project as needed over the next 12 years. This approach was both useful and successful in that case, but its success depended, to a great extent, on the excellent relationship between the development team and the local planning staff. PUDs In Practice p. 25.

It is imperative that the County's review of CRG/FDP Plans be flexible enough to allow the approval of those CRG/FDP Plans that, due to changed conditions, have evolved from the original Authorization Plan, but are still "in accordance with that Plan." The need for this sort of flexibility is repeatedly stressed in PUDs In Practice. On page 24 it is stated that:

One of the primary advantages of the PUD process is the flexibility it provides developers, both in developing initial plans and in changing those plans to respond to changing conditions or market forces.

Market factors with the potential to influence Lakeside could be associated with the local economy, or could be pervasive regional or national market shifts. At page 40 of PUDs In Practice, the author notes:

Thus, the major trends that have influenced the PUD product in recent years have all been related to larger economic and social conditions. The rise in interest rates and

PST:de:10/2/86:8:1

3

land costs have limited the feasibility of large-scale development and resulted in smaller, more upscale PUDs. The expansion of the empty nester and second-home markets has made such projects marketable, while inflation has led to the development of smaller units at higher densities in many PUDs.

In undertaking to build a large-scale PUD such as Lakeside, Petitioner exposes itself to market risks. The demand for any given housing type may fluctuate appreciably during the lengthy development period. Demographic factors such as family size, and economic factors, such as home heating costs, are but two examples of the sorts of conditions that can impact the housing market. Broad-based economic downturns or upturns, as well, would inevitably influence the market. See PUDs In Practice pp. 7-10 and 40. Furthermore, shifts in the nature of the community's needs may require corresponding changes in community buildings, and changes in the focus of religious groups may result in differing needs for structures designed to serve the religious interests of the community. If development plans are not correspondingly modified, Petitioner will be left in the position of trying to market homes and a community having diminished appeal to consumers.

In the final analysis, if a PUD is to be successful, it must be well-received in the market. The developer must build the type of home and community that the consumer desires. Therefore, the ability to modify housing types and the size and timing of delivery of commercial, residential and community

PST:de:10/2/86:8:1

4

structures during the long buildout period at Lakeside is essential. As is noted in PUDs In Practice, "[d]espite their concern with innovation and the quality of design, developers usually can provide only what the market will accept. Roger Wells, a New Jersey land planning consultant comments that while the ordinance can permit and encourage variety, only the market and the developer determine if something new will be tried." p. 15.

The size of Lakeside also has a bearing on the need for flexibility. The scale of PUDs varies, from less than an acre through developments that encompass several thousand acres. In a small PUD, it is feasible, at the outset, to plan in detail the various aspects of the community. Construction will take place during a relatively short time frame and, consequently, the likelihood is small that market conditions will change appreciably between the inception of development and its completion. In a project of the size of Lakeside, with a buildout time of over ten years, major changes can occur.

Factors aside from market conditions can result in the need for modification of the initial PUD plan. One of the most obvious of such additional factors is physical site conditions encountered on the job site. Lakeside comprises over 430 acres and it is impossible to predict the number of issues related to topography that may arise. This is especially true as development will be sensitive to the landscape of the tract.

PST:de:10/2/86:8:1

5

3B
HIGH DENSITY HOUSING
4 - 10 STORIES
TYP. 12, 14
TYP. 14 SHOWN IN THIS EXAMPLE

3C
MEDIUM DENSITY HOUSING
TYP. 5 - 10
TYP. 5 & 9 SHOWN IN THIS EXAMPLE

3A
HIGH DENSITY HOUSING
30 - 35 STORIES
TYP. 13, 15
TYP. 13 SHOWN IN THIS EXAMPLE

3E
MEDIUM DENSITY HOUSING
TYP. 5 - 10
TYP. 9 SHOWN IN THIS EXAMPLE

WATERFRONT RECREATION

4A
RECREATION AND
TENNIS COMPLEX

5 STORY INN WITH RESTAURANT
AND CONFERENCE FACILITY

PROPOSED DAM

3F
HIGH DENSITY HOUSING
4 - 10 STORIES
TYP. 12, 14
TYP. 12 SHOWN IN THIS EXAMPLE

3D
MEDIUM DENSITY HOUSING
TYP. 1 - 10
TYP. 1, 2, 3, & 4 SHOWN
IN THIS EXAMPLE

4A
VILLAGE CENTER -
RETAIL AND OFFICE

4B
INSTITUTIONAL
INTERFAITH AND DAYCARE CENTER
SHOWN IN THIS EXAMPLE

3G
MEDIUM DENSITY HOUSING
TYP. 2, 5 - 10
TYP. 8 SHOWN IN THIS EXAMPLE

AREAS 3 & 4
ILLUSTRATIVE PLAN

SCALE: 1"=100'

LAKESIDE
A PLANNED UNIT DEVELOPMENT

THIS PLAN FOR ILLUSTRATIVE PURPOSES ONLY.

NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES
ONLY, AS AN EXAMPLE OF AREAS 3 AND 4 CONCEPTS
THAT WILL BE MODIFIED AS REQUIRED AFTER
BUILDINGS ARE DESIGNED ON THE SITE.



PREPARED BY:
Bancroft Homes
5979 PETERSTOWN ROAD, CHICAGO HILLS, MD. 21117
(301) 345-1046

EXHIBIT NO. 9
JUNE 4, 1986

E D C B A 1 2 3 4 5 6 7 8 9 10 A B C D E



Revised July 15, 1986
Exhibit #10

PROJECTED CONSTRUCTION SCHEDULE FOR LAKESIDE P.U.D.

1986-88	-	Plan, engineer, construct major sewer interceptor, water mains, and Lakeside Drive from Owings Mills Boulevard and the mall area up to the entrance to Lakeside.
Spring 1988	-	Begin grading in parcels 1A, 1B, 2A, 3F & 3G.
Spring 1989	-	Begin deliveries of life care residences, garden apartments, townhouses, high rise residences and 30,000 SF office building in area 1B.
1989-1995	-	Complete development of area 3 (total of 2100 units) at rate of 300 units/year.
1989-1995	-	Life Care Area (2A, 2B) Approximately 1400 units in mid rise, cottage, nursing home, etc. Deliver approximately 200/year.
1994	-	Begin grading area 5.
2000	-	Complete delivery of all 1760 residences in area 5, at rate of 300 units/year.

Retail/Commercial/Office Development

We plan to begin development of the Village Center with approximately 37,000 SF of offices, the Inn, the recreational complex, gas station, and fast food restaurant in 1990. Completion is expected in late 1992.

This construction may vary depending on the economic conditions of the market and could begin sooner or later than 1990.

9505 REISTERSTOWN ROAD • OWINGS MILLS, MARYLAND 21117 • (301) 363HOME



Revised July 15, 1986
Exhibit #11

ESTIMATED EMPLOYMENT AT LAKESIDE

1986-88	-	25 engineers, surveyors, planning coordinators for Lakeside
1988-2000	-	900 construction jobs annually
1990 +	-	150 office jobs (30,000 SF Bancroft Homes office building)
1992 +	-	192 retail jobs 82 supermarket jobs 190 office jobs (38,000 SF additional office space) 100 hotel jobs, estimate* 60 recreational facility jobs (30,000 SF facility) 25 gas station jobs 100 fast food jobs

Total: 794

RESIDENTIAL POPULATION ESTIMATES AT LAKESIDE - 1989-2001

These estimates include Life Care and other residential units through 1995. After 1995, units are only residential and are based on 2.5 residents per unit.*

	Units/Per Year	Total Population
1989	500 (200 LC)	1,050
1990	500	2,100
1991	500	3,150
1992	500	4,200
1993	500	5,250
1994	500	6,300
1995	950 (200 LC)	8,475
	LC Complete	
1996	300	9,225
1997	300	9,975
1998	300	10,725
1999	300	11,475
2000	350	12,350

(Continued)

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Page Two

These estimates are round numbers only. Production may vary from year to year based on economic factors and other conditions. Life care or elderly units calculated at 1.5 per residence. All others calculated at 2.5* per residence.

These populations may change based on the number of life care units built.

*The 2.5 per household figure comes from Round 3 Cooperative Forecasting Project Baltimore County average household size for Owings Mills.

TRUE COPY - TEST

Table of Contents				ZONING COMMISSIONER OF BALTIMORE COUNTY	
Approved Standards					
SECTION	SUBJECT	PAGE	SECTION	SUBJECT	PAGE
I	Introduction	21	V	Coverage During the First Year	22
II	Home Owner Responsibilities	21	VI	Coverage During the Second Year	22
III	Exclusions	21	VII	Coverage During Years Three Through Ten	22
IV	Definitions	22	VIII	HOW Quality Standards	22

I. Introduction
The Home Owners Warranty Corporation (HOW) and your registered HOW Builder have provided your new home with a ten year protection plan, a plan backed by the HOW Home Warranty and Insurance Documents, that is extended to you and to subsequent purchasers of your home during the period that the Home Warranty and Insurance are in force.
Please read this carefully. It is intended to acquaint you with the extent of coverage and the responsibilities HOW and your builder have assumed. Also note that coverage on certain items varies within the 10-year period and some items rely on proper maintenance by you, the Home Owner, to prevent damage and ensure proper functioning of your home and its various systems. The Information in Section VIII, the Quality Standards, provides the basis for determining the validity, under the HOW Program, of coverage of deficiencies or defects that may occur.

The HOW Approved Standards also require that homes be built in compliance with local building codes. In local areas where no building codes are used, or where the existing codes are found unacceptable, one of the following will apply:
(A) The Minimum Property Standards of the U.S. Department of Housing and Urban Development (HUD);
(B) HOW approved codes to cover building, mechanical, plumbing, and electrical (See Appendix A);
(C) The codes of a nearby HOW approved jurisdiction.

In each case, the HOW Corporation will approve the applicable code and inspection system, or establish an inspection system to monitor adherence to the acceptable codes.
Your Builder is also required to construct your home in compliance with any Special Standards that HOW develops for any region of the country.

The Quality Standards (Section VIII) list defects that may be found in new homes, and outline the extent of the Warrantor's responsibility for correcting each of the defects. These standards are intended to specify performance standards for home construction and to determine the validity of home owner complaints related to defective workmanship, materials, and systems during the initial warranty period.
When minimum performance standards or specific tolerances for construction items have not been given in these Quality Standards, Builders shall construct homes in accordance with accepted industry practice for materials and workmanship. The validity of any home owner complaint for defects for which a standard has not been enumerated herein shall be determined on the basis of accepted industry practice and the settling of any dispute concerning such complaint shall be conducted accordingly.

II. Home Owner Responsibilities

Your new home requires an active maintenance effort on your part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. One of the more typical problems encountered by new home owners is water damage to exterior walls and basements. Damage of this sort may be caused by the location and type of home owner-installed trees and shrubbery, or failure of the home owner to maintain the proper drainage away from the home. It is your responsibility to maintain, in this instance, a proper grade around the home that will ensure the continued movement of surface water away from the home.
Excessive entrance of water around the foundation can cause soil movement and serious damage. Excessive water entrance and subsequent damages caused by the home owner changing the grade, not properly maintaining it, or cultivating and landscaping areas near the foundation will not be considered an eligible claim.

Various regional areas of the country have local maintenance problems. Home owners are encouraged to discuss specific maintenance responsibilities with their builders.
Additional home owner responsibilities are included herein under specific topics in Section VIII, Quality Standards.
NOTE: Damage caused or made worse by home owner negligence, improper maintenance and/or operation will not be covered.

III. Exclusions

Certain exclusions are listed in the Home Warranty and Insurance Documents which state that the following items are not covered:
a. Defects in outbuildings including detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the home), swimming pools and other recreational facilities.

b. Driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping (including sodding, seeding, shrubs, trees, and plants), off-site improvements or any other improvements not a part of the home itself.
c. After the first year, concrete floors of basements and concrete floors of attached garages that are built separate from foundation walls or other structural elements of the home.

d. Damage to real property which is not part of the home covered by the Home Warranty and which is not included in the purchase price of the home.
e. Any damage to the extent it is caused or made worse by:
- Negligence, improper maintenance or improper operation by anyone other than the Builder or its employees, agents, or subcontractors, or
- Failure by anyone other than the Builder or its employees, agents, or subcontractors to comply with the Warranty requirements of manufacturers or appliance, equipment or fixtures, or
- Failure by the Purchaser to give notice to the Builder or HOW of any defects within a reasonable time, or
- Changes of the grading of the ground by anyone other than the Builder, its employees, agents, or subcontractors, or
- Changes, alterations, or additions made to the home by anyone after initial occupancy, except those performed by the Builder, or its employees, agents, or subcontractors, or
- Damages or condensation due to the failure of the Purchaser to maintain adequate ventilation.

f. Any loss or damage which Purchaser, wherever feasible, has not taken timely action to minimize.
g. Any defect in, or caused by, materials or work including, but not limited to items shown on any "Addendum to the Application for HOW Protection" supplied by anyone other than the Builder, or its employees, agents, or subcontractors.

h. Normal wear and tear or normal deterioration.

Workmanship and Materials: First Year Only

Topic: Site Work	Coverage: 1st Year Only	Area: Workmanship and Materials
Site Grading		
Possible Deficiency	Settling of ground around foundation, utility trenches or other areas.	
Performance Standard	Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the home.	
Responsibility	If the Builder has provided final grading; upon request by the Owner, Warrantor shall fill settled areas affecting proper drainage, one time only, during the first year Warranty period. Owner shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of such fill.	
Site Drainage		
Possible Deficiency	Improper drainage of the site.	
Performance Standard	The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except that in swales which drain other areas, or in areas where pump pumps discharge, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the Home Owner. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.	
Responsibility	The Builder is responsible only for initially establishing the proper grades and swales. Owner is responsible for maintaining such grades and swales once they have been properly established by the Builder.	
Topic: Concrete	Coverage: 1st Year Only	Area: Workmanship and Materials
Expansion and Contraction Joints		
Possible Deficiency	Separation or movement of concrete slabs within the structure at expansion and contraction joints.	
Performance Standard	Concrete slabs within the structure are designed to move at expansion and contraction joints.	
Responsibility	None.	
Cracks in Place Concrete		
Possible Deficiency	Basement or foundation wall cracks.	
Performance Standard	Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired.	
Responsibility	Warrantor will repair cracks in excess of 1/8 inch width.	
Possible Deficiency	Cracking of basement floor.	
Performance Standard	Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.	
Responsibility	Warrantor will repair cracks exceeding maximum tolerances by surface patching or other methods as required.	
Possible Deficiency	Cracking of slab in attached garage.	
Performance Standard	Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.	
Responsibility	Warrantor will repair cracks exceeding maximum tolerances by surface patching or other methods as required.	
Possible Deficiency	Uneven concrete floorslabs.	
Performance Standard	Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.	
Responsibility	Warrantor will correct or repair to meet the Performance Standard.	
Possible Deficiency	Cracks in concrete slab-on-grade floors with finish flooring.	
Performance Standard	Cracks which rupture the finish flooring material shall be repaired.	
Responsibility	Warrantor will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. (See also "Finishes.")	
Possible Deficiency	Pitting, scaling or spalling of concrete work covered by Warranty.	
Performance Standard	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.	
Responsibility	Warrantor will take whatever corrective action necessary to repair or replace defective concrete surfaces. Warrantor is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.	
Possible Deficiency	Settling, heaving, or separating of stoops, steps, or garage floors.	
Performance Standard	Stoops, steps or garage floors shall not settle, heave, or separate in excess of 1 inch from the house structure.	
Responsibility	Warrantor will take whatever corrective action is required to meet the Performance Standard.	

Topic: Doors and Windows	Coverage: 1st Year Only	Area: Workmanship and Materials
Wood and Plastic Doors		
Possible Deficiency	Warpage of exterior doors.	
Performance Standard	Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).	
Responsibility	Warrantor will correct or replace and refinish defective doors, during the first year Warranty period.	
Possible Deficiency	Warpage of interior passage and egress doors.	
Performance Standard	Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch).	
Responsibility	Warrantor will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.	
Possible Deficiency	Shrinkage of insert panels show raw wood edges.	
Performance Standard	Insert panels shall not show raw wood edges.	
Responsibility	Warrantor will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.	
Topic: Louvers and Vents		
Possible Deficiency	Leaks due to snow or rain driven into the attic through louvers or vents.	
Performance Standard	Attic vents and/or louvers must be provided in order to properly ventilate your house.	
Responsibility	None.	
Roofing and Siding		
Possible Deficiency	Ice build-up on roof.	
Performance Standard	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.	
Responsibility	Prevention of ice build-up on the roof is an Owner maintenance item.	
Possible Deficiency	Roof or flashing leaks.	
Performance Standard	Roofs or flashing shall not leak under normal anticipated conditions, except where cause is determined to result from ice build-up or Owner actions or negligence.	
Responsibility	Warrantor will repair any verified roof or flashing leaks not caused by ice build-up or Owner actions or negligence.	
Possible Deficiency	Standing water on flat roof.	
Performance Standard	Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.	
Responsibility	Warrantor will take corrective action to assure proper drainage of roof.	
Possible Deficiency	Detachment of veneer siding or joint separation.	
Performance Standard	All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and delaminations shall be repaired or replaced.	
Responsibility	Warrantor will repair or replace siding as needed unless caused by Owner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Owner can expect that the newly painted surface may not match original surface in color.	
Sheet Metal		
Possible Deficiency	Gutters and downspouts leak.	
Performance Standard	Gutters and downspouts shall not leak but gutters may overflow during heavy rain.	
Responsibility	Warrantor will repair leaks. It is the Home Owner's responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.	
Possible Deficiency	Water standing in gutters.	
Performance Standard	When gutter is unobstructed by debris, the water level shall not exceed 1 (one) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.	
Responsibility	Warrantor will correct to meet Performance Standard.	
Sealants		
Possible Deficiency	Leaks in exterior walls due to inadequate caulking.	
Performance Standard	Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.	
Responsibility	Warrantor will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the first year Warranty period. Even properly installed caulking will shrink and must be maintained by the Home Owner during the life of the home.	
Topic: Doors and Windows	Coverage: 1st Year Only	Area: Workmanship and Materials
Wood and Plastic Doors		
Possible Deficiency	Warpage of exterior doors.	
Performance Standard	Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).	
Responsibility	Warrantor will correct or replace and refinish defective doors, during the first year Warranty period.	
Possible Deficiency	Warpage of interior passage and egress doors.	
Performance Standard	Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch).	
Responsibility	Warrantor will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.	
Possible Deficiency	Shrinkage of insert panels show raw wood edges.	
Performance Standard	Insert panels shall not show raw wood edges.	
Responsibility	Warrantor will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.	

Topic: Finished Wood Flooring	Coverage: 1st Year Only	Area: Workmanship and Materials
Possible Deficiency	Cracks developing between floor boards.	
Performance Standard	Cracks in excess of 1/8 inch in width shall be corrected.	
Responsibility	Warrantor will repair cracks in excess of 1/8 inch within the first year Warranty period, by filling or replacing, at Warrantor's option.	
Resilient Flooring		
Possible Deficiency	Nail pops appear on the surface of resilient flooring.	
Performance Standard	Readily apparent nail pops shall be repaired.	
Responsibility	Warrantor will correct nail pops which have broken the surface. Warrantor will repair or replace, at Warrantor's option, resilient floor covering in the affected area with similar material. Warrantor will not be responsible for discontinued patterns or color variations in the floor covering.	
Possible Deficiency	Depressions or ridges appear in the resilient flooring due to subfloor irregularities.	
Performance Standard	Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.	
Responsibility	Warrantor will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Warrantor will not be responsible for discontinued patterns or color variations in floor covering.	
Possible Deficiency	Resilient flooring loses adhesion.	
Performance Standard	Resilient flooring shall not lift, bubble or become unglued.	
Responsibility	Warrantor will repair or replace, at Warrantor's option, the affected resilient flooring as required. Warrantor will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Owner neglect or abuse.	
Possible Deficiency	Seams or shrinkage gaps show at resilient flooring joints.	
Performance Standard	Gaps shall not exceed 1/8 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.	
Responsibility	Warrantor will repair or replace, at Warrantor's option, the affected resilient flooring as required. Warrantor will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by owner neglect or abuse.	
Painting		
Possible Deficiency	Exterior paint or stain peels, deteriorates or fades.	
Performance Standard	Exterior paints or stains should not fail during the first year Warranty period. However, fading is normal and the degree is dependent on climatic conditions.	
Responsibility	If paint or stain is defective, Warrantor will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.	
Possible Deficiency	Painting required as corollary repair because of other work.	
Performance Standard	Repairs required under this Warranty shall be finished to match surrounding areas as closely as practicable.	
Responsibility	Warrantor will finish repair areas as indicated.	
Possible Deficiency	Deterioration of varnish or lacquer finishes.	
Performance Standard	Natural finishes on interior woodwork shall not deteriorate during the first year of ownership. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Warranty.	
Responsibility	Warrantor will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible.	
Possible Deficiency	Mildew or fungus on painted surfaces.	
Performance Standard	Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake, or river front).	
Responsibility	Mildew or fungus formation is a condition Warrantor cannot control and is a Home Owner maintenance item, unless it is a result of non-compliance with other sections of the Quality Standards.	
Wall Covering		
Possible Deficiency	Peeling of wall covering.	
Performance Standard	Peeling of wall covering shall not occur.	
Responsibility	Warrantor will repair or replace defective wall covering applications.	
Possible Deficiency	Edge mis-matching in pattern of wall covering.	
Performance Standard	None.	
Responsibility	None.	

Topic: Mechanical	Coverage: 1st Year Only	Area: Workmanship and Materials
Water Supply System		
Possible Deficiency	Plumbing pipes freeze and burst.	
Performance Standard	Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normal anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.	
Responsibility	Warrantor will correct situations not meeting the code. It is the Home Owner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.	
Plumbing		
Possible Deficiency	Faucet or valve leak.	
Performance Standard	No valve or faucet shall leak due to defects in material or workmanship.	
Responsibility	Warrantor will repair or replace the leaking faucet or valve.	
Possible Deficiency	Defective plumbing fixtures, appliances or trim fittings.	
Performance Standard	Fixtures, appliances or fittings shall comply with their manufacturer's standards.	
Responsibility	Warrantor will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.	
Possible Deficiency	Noisy water pipes.	
Performance Standard	There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.	
Responsibility	Warrantor cannot remove all noises due to water flow and pipe expansion. Warrantor will correct to eliminate "water hammer."	
Possible Deficiency	Cracking or chipping of porcelain or fiberglass surfaces.	
Performance Standard	Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.	
Responsibility	Warrantor will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy.	
Heating		
Possible Deficiency	Inadequate heating.	
Performance Standard	Heating system shall be capable of producing an inside temperature of 70°F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.	
Responsibility	Warrantor will correct heating system to provide the required temperatures. However, Owner shall be responsible for balancing dampers, registers and other minor adjustments.	
Air Conditioning		
Possible Deficiency	Inadequate cooling.	
Performance Standard	Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78°F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95°F, a differential of 15°F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.	
Responsibility	Warrantor will correct cooling system to meet temperature conditions, in accordance with specifications.	
Condensation Lines		
Possible Deficiency	Condensation lines clog up.	
Performance Standard	None.	
Responsibility	Condensation lines will clog eventually under normal use. This is a Home Owner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.	
Evaporative Cooling		
Possible Deficiency	Improper mechanical operation.	
Performance Standard	Equipment shall function properly at temperature standard set.	
Responsibility	Warrantor will correct and adjust so that blower and water system operate as designed.	
Air Distribution		
Possible Deficiency	Noisy ductwork.	
Performance Standard	When metal is heated it expands and when cooled it contracts. The result is "tickling" or "cracking" which is generally to be expected.	
Responsibility	None.	
Possible Deficiency	Quacking.	
Performance Standard	The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "quack". The booming noise caused by "quacking" is not acceptable.	

Loss or damage resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water, and changes in the level of the underground water table which are not reasonably foreseeable.

Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

Insect damages.

Any loss or damage which arises while the home is being used primarily for non-residential purposes.

Failure of the Builder to complete construction of the home.

Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair.

Any condition which does not result in actual physical damage to the home.

Bodily injury or damage to personal property.

Consequential damages.

Additionally, the HOW Warranty may have an Addendum to the Application for HOW Protection, attached to indicate all items supplied by others and therefore excluded from the HOW Warranty (See I. above). For example, work performed by the painter or others and therefore excluded from the HOW Warranty (See I. above). For example, work performed by the painter or others and therefore excluded from the HOW Warranty (See I. above). For example, work performed by the painter or others and therefore excluded from the HOW Warranty (See I. above).

IV. Definitions

1. Appliances, Fixtures and Equipment: The term, "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls and appearances) shall include, but not be limited to: Furnaces, boilers, oil tanks and fittings, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, and circuit breakers. The initial HOW Warranty coverage period for appliances, fixtures and equipment including their fittings, attachments, controls and appearances is one year, regardless of manufacturers' warranties on specific items. The HOW Warranty and manufacturers' warranties, however, may be voided by the Owner's negligence or improper maintenance or service.

2. Systems: The term "systems" (exclusive of appliances, fixtures and equipment, as specified above) means the following:

(A) Plumbing Systems—supply lines and fittings, ventilating and mechanical systems (See definitions, Section IV) exclusive of appliances, fixtures and equipment attached thereto, and;

(B) Electrical Systems—all wiring, electrical boxes, switches, outlets and connections up to the public utility connection, and their field drains; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection.

(C) Heating, Ventilating, Cooling and Mechanical Systems—all ductwork, steam, water, and refrigerant lines, registers, convectors, radiation elements and dampers.

The HOW Warranty period for systems (excluding appliances, fixtures, and equipment) is two years.

V. Coverage During the First Year

During the first year of HOW's Ten-Year Protection Plan, your home is warranted against the following:

- Faulty workmanship and materials.
- Defects in appliances, fixtures and equipment, (See definitions, Section IV);
- Defects in wiring, piping and ductwork in the electrical, plumbing, heating, cooling, ventilating and mechanical systems; and
- Major Structural Defects.

NOTE: New homes, no matter how carefully constructed, go through a period of normal settlement and shrinkage. During this period, hairline cracks, some wood shrinkage and warping and other minor matters may occur, much of which is unavoidable. Warrantor will assume no responsibility for these minor defects.

VI. Coverage During the Second Year

For the Second Year of the Protection Plan your home is warranted against the following:

- Defects in the electrical, plumbing, heating, cooling, ventilating and mechanical systems (See definitions, Section IV) exclusive of appliances, fixtures and equipment attached thereto, and;
- Major Structural Defects.

VII. Coverage During Years Three Through Ten

From the beginning of the third year until the end of the tenth year, your home is insured against Major Structural Defects only.

VIII. HOW Quality Standards — Topic Index

The Quality Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems; and the third covers Major Structural Defects. The format is designed as follows:

Topic	Coverage: 1st Year Only	Area: Workmanship and Materials
Workmanship and Materials, First Year Only	Page	
Site Grading	23	
Concrete	24	
Masonry	24	
Wood & Plastic	24	
Thermal and Moisture Protection	24	
Doors and Windows	25	
Finishes	26	
Specialties	28	
Equipment	29	
Mechanical	30	
Electrical	31	

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Workmanship and Materials, First Year Only	Page	
Site Grading	23	
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Mechanical	30	
Electrical	31	

Topic	Coverage: 1st and 2nd Year	Area: Systems
Systems, First and Second Year	Page	
Plumbing	32	
Electrical	33	
Mechanical	34	
Electrical	35	

Topic	Coverage: 1st and 2nd Year	Area: Systems
Systems, First and Second Year	Page	
Plumbing	32	
Electrical	33	
Mechanical	34	
Electrical	35	

Topic	Coverage: 1st and 2nd Year	Area: Systems
Systems, First and Second Year	Page	
Plumbing	32	
Electrical	33	
Mechanical	34	
Electrical	35	

so, you must sign and deliver to your Builder a full and unconditional release of all legal obligations with respect to the defect.

(f) If your Builder or RWC repairs or replaces, or pays for the repair or replacement of any defect or item covered by this agreement, you agree that upon request you will assign the proceeds of any other insurance or warranties which you may (if any) covering the same defect or item, to your Builder or RWC, as the case may be, up to the amount of the Builder's and/or RWC's costs in complying with this agreement and if RWC has performed for the Builder hereunder, you shall assign to it your claim against the Builder.

(g) If the claim involves a common element in a condominium, it may be made only by an authorized representative of the condominium association.

5. **RWC's Responsibility and Purchaser's Rights: YEARS THREE THROUGH TEN**

If a Major Structural Defect (as that term is defined in Section B of this document) arises in your home during years three through ten, hereunder, RWC and its insurance coverages will repair or replace, or pay you the reasonable cost of repairing or replacing, the defect or item, limited to such actions as are necessary to restore load-bearing capability to the load-bearing components and to repair those elements of the home damaged by the Major Structural Defect which makes the home unsafe or unlivable.

6. **Conditions Affecting RWC's Responsibility and Purchaser's Rights**

In each instance, RWC's responsibility is subject to the following:

(a) The decision whether to repair or replace, or to pay you the reasonable cost of repair or replacement, is RWC's.

(b) The total liability hereunder is limited to and shall not exceed the sales price listed on the cover page less all amounts paid by or on behalf of the Builder under this agreement.

(c) Liability hereunder is subject to a deductible of \$250.00 per claim on warranties up to and including \$50,000.00, and a deductible of \$500.00 per claim on warranties in excess of \$50,000.00. In each instance, the deductible shall be paid by the purchaser prior to payment hereunder.

(d) RWC shall not be obligated to pay a claim until the purchaser has executed a full and nonconditional release of all rights or causes of action which the purchaser may have against RWC and its insurance coverages arising out of that claim.

(e) Upon request, the purchaser shall assign to RWC the proceeds of any other insurance or warranty which the purchaser may have covering damage caused by the same Major Structural Defect up to the amount of cost incurred by RWC complying with this agreement.

(f) If a claim involves a common element in a condominium, it may be made only by an authorized representative of the condominium association.

7. **How to Make a Warranty Claim**

(a) **Notice to Your Builder**

If you have a complaint which you believe is covered by this agreement, you should send a clear and specific notice of the complaint to your Builder.

(b) **Notice to RWC, Time of Notice**

If notice to the Builder does not result in satisfaction within a reasonable time, RWC should then be given written notice of the complaint by certified mail. Please note that RWC must receive a written notice of claim at least within thirty days of the expiration of the applicable warranty period. For example, the deductible is one which is covered under the Builder's one-year warranty period, notice must be received by RWC at least within thirty days of the end of the first year, or it will not be honored.

(c) **Inspection and Investigation Report**

RWC will review your complaint and send you a form by which you may request an inspection of the defect. Upon receipt of the form, RWC will cause an investigator to view the defect and to report to both you and your Builder. The investigator's report will be completed within twenty days of receipt of your request. The report will state the Builder's obligations.

(d) **Informal Dispute Settlement**

If the Builder does not respond or if you disagree with the investigator's report, you may request in writing that RWC arrange for an informal dispute settlement procedure by independent, neutral third party. Such informal dispute settlement procedure shall be completed within forty days of receipt of your request. Your Builder will be bound by the decision of such person when and if it is accepted by you.

(e) **Acceptance of Decision**

If you accept the decision, you must sign a copy which will be provided for this purpose and return it to RWC within thirty days of its date. Your Builder will then perform as required by the decision, but neither RWC nor your Builder will be responsible for damages caused or made worse by your delay in

-3-

- (d) Soil Movement, Subsidence, expansion or lateral movement of the soil (excluding flood and earthquake).
- (e) **Major Structural Defects:** Only actual physical damage to the following specified segments of the home, which are load-bearing and caused by failure of such load-bearing segments which affect their load-bearing functions to the degree that the home becomes unsafe or unlivable:
- (a) roof framing members and systems (rafters and trusses);
 - (b) floor systems (joists);
 - (c) bearing walls and partitions;
 - (d) columns;
 - (e) lintels;
 - (f) girders;
 - (g) load-bearing beams;
 - (h) foundation systems and footings.
- Examples of nonload-bearing elements which will be deemed not to have Major Structural Defect potential are:
- (a) nonload-bearing partitions and walls;
 - (b) wall tile or paper, etc.;
 - (c) plaster, lathes, or dry wall;
 - (d) flooring and subflooring material;
 - (e) brick, stucco, stone or veneer;
 - (f) any type of exterior siding;
 - (g) roof shingles, sheathing and tar paper;
 - (h) heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
 - (i) appliances, fixtures or items of equipment;
 - (j) doors, trim, cabinets, hardware, insulation, paint, stains.
- (f) **Cooling, Ventilating and Heating Systems:** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.
- (g) **Plumbing System:** All pipes, supply and waste, and their fittings, including septic tanks and their pipe drain fields, as well as gas supply lines and vent pipes.
- (h) **Electrical System:** All wiring, electrical boxes, connections, up to the public utility connection.
- (i) **Fixtures, Appliances and Items of Equipment, including Attachments and Appearances:** Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, stoves and ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets and valves, lights and fixtures, switches, outlets, circuit breakers, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, ventilating fans, air conditioning material and similar items.
2. **Exclusions:** The following are not covered by this agreement (either the Builder's warranty, RWC or RWC's insurance coverages):
- (a) Failure of the Builder to complete construction of the home or any part of the home.
 - (b) Any defect which does not result in actual physical damage or loss.
 - (c) All consequential damages, including but not limited to costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.
 - (d) Personal property damage or bodily injury.
 - (e) Any claim reported to RWC after an unreasonable delay or later than thirty days after the expiration of the Limited Warranty Agreement.
 - (f) Damage caused by insects.
 - (g) Any loss or defect which arises when the home is used for nonresidential purposes.
 - (h) Any defect resulting from soil movement which is covered by any other insurance or for which compensation is granted by legislation.
 - (i) Normal deterioration or normal wear and tear.
 - (j) Any deficiencies in or damage caused by material or work supplied by anyone other than the Builder or his employees, agents, or subcontractors, including but not limited to the items listed as additional exclusions in the cover page.
 - (k) Damages or losses not caused by a defect in construction of the home by the Builder or his employees, agents or subcontractors, but resulting from accidents, riots, civil commotion, acts of God or nature, including but not limited to, fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water table, windstorms, hail, lightning, falling trees, aircraft, vehicles, flood, mud slides, earthquake, or volcanic eruption.
 - (l) Loss of damage resulting from the purchaser's failure to minimize or prevent such loss or damage in a timely manner.

-5-

- (m) Losses or damages to or resulting from defects in improvements which are not part of the house, defects in outbuildings, such as detached garages and carports, swimming pools and detached recreational buildings and facilities, and defects in driveways, walkways, patios not structurally attached, boundary and retaining walls, bulkheads, fences, landscaping of all types, such as plantings, stading, sodding, trees and shrubs and all off site improvements.
- (n) Following year one, loss or damage resulting from concrete basement floors and attached garages which are constructed separate from and are not part of the structure of the home.
- (o) Losses resulting from damages to real property other than the home itself.
- (p) Loss or damage resulting from, or aggravated by changes in the grading of the property by anyone except the Builder, his agents or subcontractors.
- (q) Loss or damage resulting from, or aggravated by modifications or additions to the home made after occupancy (other than those performed to meet the obligations of this Agreement).
- (r) Loss or damage resulting from, or aggravated by dampness or condensation caused by negligence of the purchaser in not maintaining proper ventilation.
- (s) Any defect, damage or loss which is caused or made worse by failure of the purchaser to notify the Builder or RWC of any defect within a reasonable period of time.
- (t) Any defect, damage or loss which is caused or made worse by failure by anyone other than the Builder, his agents, employees or subcontractors to comply with the manufacturers' warranty requirements concerning appliances, fixtures or equipment.
- (u) Loss or damage resulting from, or aggravated by negligent maintenance or operation by anyone other than the Builder, his agent, employees or subcontractors.
- (v) Following year one, any deficiencies in fixtures, appliances, and items of equipment whether or not components of the cooling, ventilating, heating, electrical or plumbing systems. During year one, coverage on fixtures, appliances, and items of equipment (including attachments and appearances) is for one year or the manufacturer's written warranty period, whichever is less. Improper maintenance or operation, negligence and improper service by the home owner causing defects will not be covered by this Agreement.
- (w) Loss or damage resulting from toxic or carcinogenic fumes or substances.
- SECTION C. WARRANTY STANDARDS**
1. **Purpose of the Standards**
- This section establishes the standards by which it will be determined whether your home has a problem which is covered by this Agreement and the obligation of the Builder, RWC or its insurance coverages to correct those defects. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials.
2. **Conditions Applicable**
- The applicability of the warranty standards is conditioned upon the fact that your home is constructed in compliance with local building codes as well as one of the following RWC accepted model codes or the Minimum Property Standards of the U.S. Department of Housing and Urban Development
- | | | | |
|-----------------------------------|-----------------------------------|---|-----------------------------------|
| Building Code | Mechanical Code | Electrical Code | Plumbing Code |
| • One & Two Family Dwelling Code | • BOCA Basic Mechanical Code | • Electrical Code for One and Two Family Dwelling | • BOCA Basic Plumbing Code |
| • BOCA Basic Building Code | • Uniform Building Code | • National Electrical Code | • Uniform Plumbing Code |
| • Standard Building Code | • Volume 11, Mechanical | | • Standard Plumbing Code |
| • Southern Building Code Congress | • Standard Mechanical Code | | • Southern Building Code Congress |
| • Uniform Building Code | • Southern Building Code Congress | | |
| • National Building Code | | | |
3. **Additional Conditions: Purchaser's Responsibility**
- The applicability of these warranty standards is further conditioned upon the purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use or improper maintenance.
4. **Standards Applicable During Year One Only**
- (a) **Masonry and Concrete**

Potential Problem	Comments	Builder's Obligation
(1) Concrete Foundation Wall Cracks	Shrinkage or settlement cracks are common and should be expected within certain tolerances.	Any cracks greater than 1/8 inch in width will be repaired by surface patching or pointing. Builder is not responsible for color variations.

-6-

Potential Problem	Comments	Builder's Obligation
(2) Air infiltration from electrical outlets	Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction.	None
(f) Roofing		
(1) Roof leaking	The roof should not leak and no leaks should arise from flashings, except where snow and ice are allowed to build up. Prevention of snow and ice buildup is the purchaser's responsibility.	All roof and flashing leaks not caused by snow and ice buildup or other neglect by the purchaser will be repaired. The Builder is not responsible for color variations.
(2) Leaks in gutters and downspout leaders	Gutters and leaders should not leak. However, during heavy rains, overflow should be expected. The purchaser is responsible for keeping the gutters and leaders open and free from debris.	Leaks not caused by purchaser's neglect will be repaired.
(3) Water stays in gutters	Purchaser is responsible for keeping gutters and leaders open and free from debris.	Builder will repair so that if free from debris, the standing water depth will not exceed 1 inch.
(4) Insufficient attic or roof ventilation	The applicable building codes will control.	Builder will correct to meet the applicable code requirements.
(g) Siding and Caulking		
(1) Faulty workmanship trim.	Separation between siding, masonry and trim should not exceed 3/8 inch. Siding, trim and masonry should be capable of excluding the elements.	Builder will repair by caulking or other methods.
(2) Leakage of elements through attic louvers, vents, ridge or soffit vents	Even if vents are installed according to building codes, driving snow or rain may enter. This is not a defect.	Builder will correct to meet the applicable code requirements.
(3) Wall leaks due to caulking shrinkage	All caulking shrinkage is a purchaser's maintenance item.	All junctions and separations of wall surfaces will be recaulked once to prevent water leakage.
(4) Delamination of siding	Purchaser must provide proper maintenance.	Delaminations or joint separations will be repaired and new areas only will be repainted. Builder is not responsible for color variations.
(5) Paint or stain peels or fades	Some fading is normal and is caused by weathering. Varnish or lacquer on the exterior will deteriorate quickly and is not covered by this warranty. Mildew and fungus on siding are caused by climatic conditions or nearby bodies of water and are not covered by this warranty.	Defective areas will be corrected and if the deterioration affect 75% of a wall, the entire area will be repainted. The Builder will be responsible only for matching color as closely as possible.
(6) Cracks in stucco wall finish	Cracks in stucco wall finishes are common and should be expected within certain tolerances.	Cracks in excess of 1/8 inch width will be repaired once.
(h) Chimneys and Fireplaces		
(1) Not enough draw or down draft	Trees too close to the chimney or high winds can cause down drafts. Some homes are extremely air-tight and a window may have to be opened in order to maintain an effective draft.	If the problem is caused by improper construction or design, it will be corrected.

-8-

Potential Problems	Comments	Builder's Obligation
(j) Interior Walls and Trim		
(1) Faulty workmanship trim	Some separations in moldings between moldings and adjacent surfaces (including casement, base, etc.) is normal and should be expected within certain tolerances.	Separation in excess of 1/8 inch will be repaired by caulking or other methods.
(2) Wall or ceiling cracks	Hairline cracks and seam or tape cracks, along with other slight imperfections are normal and should be expected within certain tolerances. Nail pops are common and are due to contraction and expansion of lumber products. They are beyond the Builder's control and are not covered by this warranty.	Cracks exceeding 1/8 inch in width will be repaired once. The Builder is responsible for repainting only the affected area unless the majority of a wall is affected. Color will be matched as closely as possible.
(3) Cracking of ceramic tile	Cracking of grout joints is common and is a home maintenance item.	Broken tiles will be replaced and excessive cracking of grout joints will be repaired once. Builder is not responsible for discontinued patterns or colors or for variations in color.
(4) Wallpaper or covering begins to peel	The purchaser should be careful not to cause this problem by negligences, such as constant use of the shower without the exhaust fan being on. Mismatch of wallpaper edging is not covered.	The peeling will be corrected by repair or replacement. Builder is not responsible for discontinued patterns or colors or for variations in color.
(k) Flooring and Covering		
(1) Uneven joints in wooden floors or floor boards	Squeaks and loose sub-flooring are usually passing conditions caused by lumber shrinkage or temperature changes and are not covered by this warranty unless caused by a defective joint in the floor system.	Uneven joints resulting in ridges or indentations exceeding 1/8 inch within a 32 inch area measuring perpendicular to the ridge or indentation, will be repaired.
(2) Separations between finished floor boards	Some separation is normal and should be expected within certain tolerances.	Separations exceeding 1/8 inch in width will be repaired by filling or repairing at his option.
(3) Nails popping through resilient flooring	Many nails which have broken through the floor covering will be repaired.	The nail pops will be repaired and the covering repaired or replaced in the area damaged. Builder is not responsible for discontinued patterns or colors or for variations in color.
(4) Sub-floor imperfections causing ridges.	Minor ridges or indentations are common and should be expected within certain tolerances.	Ridges or indentations in excess of 1/8 inch measured with a straight edge perpendicular over the ridge and the deflection measured no more than 3 inches from the ridge will be repaired and affected floor covering will be repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color.
(5) Floor covering becomes loose or bubbles		The affected area will be repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color.

-10-

Potential Problems	Comment	Builder's Obligation
(2) Plumbing fixtures, appliances and trim fittings, leaks or malfunctions		Leaks or malfunction in faucets, valves, appliances and trim fittings caused by defects in materials or workmanship will be corrected.
(3) Pipes noisy	Expansion and contraction caused by water flow will cause some noise which is to be expected.	Loud, hammering noises in pipes will be corrected.
(4) Cracks or chips in porcelain or fiberglass	The purchaser should inspect these items before taking occupancy and report them to the Builder prior to occupancy.	The Builder will be responsible for these items only if reported prior to occupancy.
(l) Electrical		
(1) Outlets, switches or fixtures fail		Defective outlets, switches and fixtures will be repaired or replaced.
(2) Consistently blown fuses or circuit breakers kicking off	Builder will not be responsible if caused by overloads in the system.	Builder will inspect and repair any defects caused by non-compliance with applicable building and electrical codes.
5. STANDARDS APPLICABLE DURING YEARS ONE AND TWO		
(a) Water supply stops	Drought or causes other than defective workmanship and materials will not be covered by this warranty.	Builder will repair or replace faulty workmanship and materials only.
(b) Septic System fails	Freezing, soil saturation, underground springs, water run off, excessive use and increase in the water table are among the causes not covered by this warranty.	Builder will repair or replace faulty workmanship and materials and conform with the Sewage Enforcement Officer's instructions as per design and installation only.
(c) Pipe leaks	Condensation on pipes is normal and is not covered by this warranty.	Leaks will be repaired.
(d) Clogged drain and sewers	This is a Purchaser's maintenance item. The Builder will be responsible only if the cause is a defect in construction.	Builder will repair only if caused by a defect in construction. Owner will pay for builder's repair if not a construction defect.
(e) Ductwork separates		The Builder will repair
(f) Wiring fails to carry specified electrical loads		Builder will correct to meet applicable building and electrical codes.

-12-

142. Interpretive problems of this sort, the authors state, can be resolved by comparing the use in question to a use covered by the ordinance. See Van Solver v. Zoning Board of Adjustment 396 Pa 646, 152 A.2d 717 (1959). In Van Solver the contested use had not been prevalent or widespread at the time the relevant ordinance had been enacted. The case involved an application to establish a laundromat under an ordinance which permitted "steam laundries" in industrial zones and "hand laundries" in commercial zones. The court found the laundromat to be analogous to a "hand laundry" and therefore allowed establishment of the laundromat in a commercial zone. The court in Dellwood Dairy Co. v. City of New Rochelle, 7 N.Y.2d 374, 165 N.E.2d 566 (1960) applied similar reasoning when it held that zoning ordinances must be interpreted flexibly to accommodate developing commercial practices.

Petitioner urges that similar logic be employed in ruling on its requested land uses. Day care, life care, recreation and drive-through restaurants have each become more prevalent. Each can be said to be an integral part of society in the 1980's. As the number of one-parent households and households with both parents working increases, as the population ages, as people live longer and as people make better use of their spare time, the trend will continue. Had the FUD ordinance been drafted today, provision would have been made for these uses. It makes little sense to build a community that anticipates a population of over 16,000 people where none of

5

these people will be young enough to need day care, none will be old enough to need life care, none will exercise indoors and all will have a sufficient amount of leisure time to not have a need for a convenience, fast food or "to go" restaurant.

In construing the Baltimore County FUD ordinance today we must focus upon the intent of the legislature in 1970. As noted above, that intent was to make provision for great flexibility so as to allow the "full range" of uses desirable. The spirit of the enactment has not changed, but the full range of desirable uses is broader than it was in 1970. The principle stated in The Law of Zoning and Planning (supra) that "[t]he evident policy and purpose of the act constitute . . . a 'touchstone' for the expansion of narrower terms." Vol. 1 Section 9.04 (emphasis supplied) must be followed and the "[legislative] intention should properly be determined with regard to the general conditions of the time of enactment." Society of Divine Word v. County of Cook 107 Ill.App.2d 363, 247 N.E.2d 21, 25 (1969).

Petitioner urges that the emphasis placed on the "bricks and mortar" aspect of development not be allowed to overshadow what should be the primary underlying objective of all planned development, that of providing the highest quality living environment for people. It is true, for example, that FUD development allows an efficient layout for sewers and roads, and that its compact nature preserves our valuable open space. Most important, however, is the fact that FUDs, if well-planned, can create a better living environment enabling families to have

6

most of their needs met within the community. In enumerating the list of permitted uses, the legislature in 1970 sought to achieve that goal. Petitioner requests the Zoning Commissioner to "consider the reason or necessity for the enactment and the meaning of the words, enlarged or restricted, according to their real intent." Patterson v. City of Napperville, 9 Ill.2d 233, 245, 137 N.E.2d 371 (1956) (emphasis supplied). When viewed in this light the requested uses should be permitted.

Each of the four requested uses is appropriate for Lakeside when viewed in light of the criteria set forth in Section 502.1 of the Baltimore County Zoning Regulations and in light of the objectives of the County Master Plan. Lakeside will promote many of the goals stated in the Master Plan. The meticulous planning process to which Petitioner is committed will allow realization of those goals in full compliance with the 502.1 guidelines.

Clearly, none of the proposed uses will be detrimental to the health, safety or general welfare of the community. In their absence, Lakeside residents will have to travel out of the community to find similar facilities. This would frustrate one of the most basic goals of a FUD, which is to provide "diversified, well-planned and -designed large integral communities," 430.1.A.1.d., as well as a goal of the County Master Plan to provide "a variety of living, working and leisure opportunities for people of diverse ages, incomes and interests . . . " County Master Plan at 34. The traffic generated by the four uses will be no more than anticipated under the Master

7

Plan, which targets Owings Mills "for an infrastructure of roads and utilities designed to support high density development . . . " County Master Plan at 4. Nor would the uses tend to overcrowd Lakeside and its vicinity, interfere with adequate light and air, or create a potential hazard from fire, panic or other dangers. None of the uses will interfere with the adequate provision of "public requirements, conveniences, or improvements"; rather each will inure to the benefit of the population. The County Master Plan, for example, states that an Owings Mills Senior Center will be needed. County Master Plan at 46. Each of the four uses is consistent with the "spirit and intent" of the FUD Regulations, will provide needed services to Lakeside residents, and will contribute to the vigor of the local economy.

Finally, each of the four uses complies with the standard articulated by the Court of Appeals in Schultz v. Pritts, 291 Md. 1, 432 A.2d 1319 (1981). In Schultz the court held that a request for a special exception could be granted if at the proposed location the proposed use would have no "adverse effect above and beyond that ordinarily associated with such uses." 291 Md. 1 at 22. It cannot be said that, given Petitioner's commitment to meticulous planning, any of the four uses when located in Lakeside will cause such an "adverse effect above and beyond that ordinarily associated with such uses." Id. at 22.

8

WHEREFORE Petitioner prays that the Zoning Commissioner conduct a special hearing and rule that (1) private indoor recreational facilities may be permitted in the proposed neighborhood unit development, (2) day care facilities may be permitted in said neighborhood unit development, (3) life care facilities may be permitted in said neighborhood unit development, and (4) drive-through restaurants may be permitted in said neighborhood unit development; and grant Petitioner the right to reject said relief if the Petition for Authorization and/or the Petition for Special Hearing and/or any relief sought therein is not granted.

Further, Petitioner seeks to reserve the right to exercise its discretion to reject any relief granted in this Petition if the relief granted in this Petition is at variance with the relief prayed in this Petition or any of the other two Petitions filed simultaneously herewith or if any timely appeal is filed by any person, partnership, corporation and/or other entity from the relief granted by the Zoning Commissioner, such rejection to occur within sixty (60) days after such relief is granted.

Respectfully Submitted, this 5th day of June,

1986.

Bancroft Homes of Owings Mills, Inc.

By Terry M. Rubenstein
Terry M. Rubenstein, Vice President
and Co-Chief Executive Officer

PETITIONER

By its Attorneys:

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301-752-6030

10

7/16/87

MEMORANDUM IN SUPPORT OF A
PETITION FOR SPECIAL HEARING ON WHETHER PRIVATE
INDOOR RECREATIONAL FACILITIES, DAY CARE FACILITIES,
LIFE CARE FACILITIES, AND DRIVE-THROUGH FAST FOOD RESTAURANT
FACILITIES MAY BE PERMITTED IN A NEIGHBORHOOD PLANNED
DEVELOPMENT AT OWINGS MILLS TOWN CENTER - "LAKESIDE"

This Petition is submitted for hearing and disposition in conjunction with the Petition for Authorization and the Petition for a Variance. The Exhibits referred to herein are the same Exhibits referred to in conjunction with the Petition for Authorization and are hereby made a part hereof.

Petitioner seeks approval of four land uses. These four uses are:

- (1) private indoor recreational facilities;
- (2) day care facilities;
- (3) life care facilities;
- (4) drive-through fast food restaurants.

Petitioner seeks approval of these uses with the further request that the approval granted extend to and include future changes in the nature of each use as it evolves in our fluid society.

Day care includes both pre-school and after-school care for school-age children and all-day care for pre-schoolers. Petitioner requests that the approval granted embrace any subsequently developing variations in the provision of day care.

Life care denotes the provision of general health care services in a domiciliary setting for senior citizens desiring not to live independently, but not requiring full time nursing. This concept includes communal eating facilities, accessory retail and office facilities, staffing to provide for

continuous availability of trained health personnel, nursing home care, and recreational services in a setting designed to promote the development of a dynamic community of older citizens, not just a housing project which "warehouses" such citizens. Petitioner requests that the approval of life care facilities constitute approval as well for differing modes of life care as they evolve from time to time.

Private indoor recreational facilities include generally the array of weight training, conditioning and sports facilities now popular and, as with the other use categories, such additional recreation-related activities as should come into vogue.

Drive-through fast food restaurants are popular convenience restaurants where one may either eat in the restaurant and have, for example, children's birthday parties, or drive through one at a time to pick up food "to go", such as McDonalds or Burger King.

The justification advanced in support of one of the proposed uses will be equally appropriate with regard to each of the others. This is because while common today, each of these land uses was not prevalent in 1970 when the Baltimore County PUD Regulations were adopted. Their inclusion in the Lakeside PUD in 1986 is entirely consistent with both the explicit and implicit goals and objectives of Baltimore County's Zoning Regulations and PUD Regulations adopted by jurisdictions throughout the country.

The Declaration of Findings at section 430.1.A.1.b. of

the Baltimore County Zoning Regulations states that PUD development is intended to "provide for the full range of nonresidential uses that may be desirable . . ." At section 430.1.A.2. of the Regulations, the PUD is described as designed "to foster urban growth patterns which afford optimum levels of economy and efficiency and which afford the greatest variety and abundance of group opportunities . . ." (emphasis supplied).

Examination of decisions from other jurisdictions can be helpful in construing the legislature's intent when it used the language quoted above. In *Cheney v. Village 2 at New Hope, Inc.*, 429 Pa. 626, 241 A.2d 81 (1968), the court, holding that a broad range of uses is permissible in a PUD, set forth a lengthy list of examples and noted that under the borough zoning enabling act the only limit on proposed PUD uses would be that they "promote the health, safety, morals, or general welfare of the borough." 241 A.2d at 86.

The broad scope of permissible uses in a PUD is reflected also in the decision of *Orinda Homeowners Committee v. Board of Supervisors* 11 Cal. App. 3d 768, 90 Cal. Rptr. 88 (1970), in which the court, quoting Hagman, Larson and Martin, *California Zoning Practice* at 236, described a PUD as a "tract of land absolved from conventional zoning to permit clustering of residential uses and perhaps compatible commercial and industrial uses. . . ." 11 Cal. App. 3d 772 at 772. Similarly, the court in *Rudderow vs. Township Committee of the Township of Mount Laurel*, 121 N.J. Super. 409, 297 A.2d 583 (1972) noted that under

Life care centers in any residential section shown on Exhibit 5 attached to the Petition For Authorization of a Neighborhood Unit Development at Owings Mills Town Center ("PUD" Petition) filed simultaneously herewith, day care centers in any residential section of the said Exhibit attached to the said PUD Petition, an indoor recreational facility in Section 4 of the said Exhibit attached to the PUD Petition and a fast food drive-through restaurant in any retail, office and recreational area on said Exhibit attached to the PUD Petition. The grounds for granting the approval requested are set forth in the Memorandum attached hereto and made a part hereof.

its statute PUDs may include "any nonresidential use, to the extent such nonresidential use is designed and intended to serve the residents of the planned unit development, and such other uses as exist or may reasonably be expected to exist in the future . . ." 297 A.2d at 585-86 (emphasis added).

Examination of the land uses permitted in a Neighborhood PUD under the Baltimore County Zoning Regulations reveals an intent to foster development of a similarly broad scope, as the uses allowed run the gamut of those that might have been in place in a residential community in the 1960's. Given the intent of the PUD Regulations stated at section 430.1.A.2, PUD development is intended to allow both Baltimore County and the Petitioner maximum flexibility so that, working together outside the constraints of conventional zoning, they can fashion a community that is best structured to meet the needs of its residents.

To implement this flexibility, the PUD Regulations and the body of law that has evolved regarding PUDs encourage an array of uses. Issues of statutory construction can arise when a use, not expressly mentioned in an ordinance, later becomes prevalent.

Rathkopf's treatise *The Law of Zoning and Planning* recognizes that "problems of ordinance interpretation can arise when a particular use simply is not dealt with by an ordinance due to the fact that the use was not prevalent or well-known at the time the ordinance was enacted." Vol. 1, Ch. 9 Supp. at

Board as being in accord with the standards and policies adopted pursuant to Section 504.

Since the promulgation of the PUD Regulations in 1970, there have been major changes in the laws governing development in Baltimore County. Of particular significance in the context of Lakeside is the passage of Bill 55 in 1982, which enacted the Baltimore County Development Regulations. These regulations supercede and render nugatory the standards and policies adopted by the Planning Board pursuant to Section 504 of the Baltimore County Zoning Regulations.² Consequently, the provisions of Section 430.1.G, Final Development Plan, must be construed so as to effectuate the intent of the original legislation using the framework of existing legislation.

Under the Development Regulations, the successor to the Final Development Plan is the County Review Group process. There is general agreement that some hybrid provision drawing upon both the obsolete FDP and the current CRG process must be fashioned to govern the essential second phase of the PUD approval process. The issue has been reviewed by the County Solicitor who has proposed a hybrid missing link to be known as a CRG Final Development Plan (hereinafter "CRG/FDP"), a detailed plan whose submission and approval is required before development of each successive stage of Lakeside may begin.

² The standards and policies were collected and promulgated as the Comprehensive Manual of Development Policies.

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15

One element of this process requires further elucidation, however, and that is the role of the Planning Board. It is clear that the Zoning Commissioner is charged with reviewing the CRG/FDP submission to ensure that it sufficiently conforms to the Authorization Plan. This issue is discussed in Part I.B. of this Memorandum. As Section 430.1.G. of the PUD regulations clearly provides for participation of the Planning Board, and since Section 504 no longer appears to have any substantial part in the approval and implementation of development plans, Petitioner proposes that the Board be charged with reviewing the action taken by the Zoning Commissioner, employing the existing standard applicable to review of CRG action under Section 22-61 of the Baltimore County Development Regulations this is, that it affirmatively find that the action of the Zoning Commissioner in approving the CRG/FDP plan was not arbitrary or capricious, procured by fraud, or otherwise illegal.

In this way the gulf between the obsolete PUD Section 430.1.G. and the current CRG process can be bridged while still substantially preserving the intent underlying each of the legislative enactments. Review by the Planning Board will afford the community an additional measure of control over the PUD process and ensure that development at Lakeside conforms to the Authorization Plan.

III. SIGNAGE.

In response to the request that Petitioner develop concepts for proposed signage at Lakeside, the Petitioner

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16

herewith submits for review the attached Lakeside Planned Unit Development Sign Design Manual. Like the use and zoning controls, final sign regulations will be developed prior to the submission of any CRG/FDP Plan and will be recorded among the land records prior to the filing of any plat related to any such CRG/FDP Plan.

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17

SUPPLEMENTAL MEMORANDUM IN SUPPORT OF A PETITION FOR SPECIAL HEARINGS ON WHETHER PRIVATE INDOOR RECREATIONAL FACILITIES, DAY CARE FACILITIES AND NURSING FACILITIES AS ACCESSORY TO LIFE CARE FACILITIES MAY BE PERMITTED IN A NEIGHBORHOOD PLANNED DEVELOPMENT AT OWINGS MILLS TOWN CENTER - "LAKESIDE"

I. PRIVATE INDOOR RECREATIONAL FACILITIES

The absence of private indoor recreational facilities from the list of uses expressly permitted in a neighborhood unit development does not prohibit them as uses which are accessory to other expressly permitted principal uses. See Section 430.2.D.11. More specifically, private indoor recreational facilities constitute an accessory use for three classes of people: residents of Lakeside and their house guests or visitors, guests of the Inn, and people who work at Lakeside. That the use of the facilities is an accessory use inuring to the benefit of these classes will be reflected in the fact that Petitioner will give priority in the use of the facilities to the above-mentioned groups. Other persons who do not live, work or are not visiting in Lakeside will have the use of the facilities only to the extent that excess capacity exists above that required by those who live, work and visit Lakeside.

This priority will bring the use of private recreational facilities by "Lakesiders" (as opposed to "strangers") within the ambit of accessory uses as defined in Section 101 and permitted in Section 430.2.D.11. An accessory use or structure is one which is (a) "customarily incident and subordinate to and serves a principal use or structure." For those who live at Lakeside, the principal use to which the accessory recreational use will be subordinate is, of course,

the residential use permitted by Section 430.2.D.1. For those staying at the Inn, the principal use to which recreational use will be subordinate will be that use set forth in Section 430.2.D.8.--Motels or inns. The principal uses to which private indoor recreational facilities will be subordinate in the case of workers at Lakeside will include those enumerated principal uses which will result in employment.¹

Moreover, these recreational facilities will be in compliance with part (b) of the definition of an accessory use or structure, which requires that it be "subordinate in area, extent, or purpose to the principal use or structure;" as well as with the requirement in part (c), that it be "located on the same lot as the principal use or structure served;"² and of part (d), that it "contribute to the comfort, convenience, or necessity of occupants, business, or industry in the principal use or structure served." Granting a priority to those who live

¹ These would include, for example, 430.2.D.4. Institutions, 430.2.D.5. Retail shops and services, 430.2.D.6. Low-intensity commercial uses and 430.2.D.7. Offices.

² The private recreational facilities will be used by residents situated on thousands of individual homesites, visitors to the Inn, and people working in scores of retail and commercial businesses. As a practical matter, the facilities could not be located on each of these lots, nor would reasonable construction of the definition of the term "accessory" so require. "In construing statutes, therefore, results that are unreasonable, illogical or inconsistent with common sense should be avoided whenever possible consistent with the statutory language, with the real legislative intention prevailing over the intention indicated by the literal meaning." *B.F. Saul Co. v. West End Park*, 250 Md. 707, 246 A.2d 591 (1968); *Sanza v. Md. Board of Censors*, 245 Md. 319, 226 A.2d 317 (1967); *Height v. State*, 225 Md. 251, 170 A.2d 212 (1961).

2

in, work in and visit Lakeside establishes their use of the facilities as accessory to the respective expressly permitted principal uses with which each group is intimately associated--Lakeside's homes, Inn and workplaces.

II. DAY CARE FACILITIES

Briefly stated, the need for day care has resulted from the entry of great numbers of women into the labor force and the increasing prevalence of one-spouse households.³ Because a parent is no longer available to tend to the welfare of the child, day care facilities evolved to fill a need of paramount importance--that of providing children with an appropriate environment for physical and personal growth.

The PUD regulations do not list day care as a permitted use. When the regulations were enacted, day care was not yet a prevalent part of society. There are, however, statutory bases for finding that day care facilities are specifically allowed under the PUD regulations, as the PUD regulations expressly permit private schools and churches, and each of these uses is expressly permitted as the locus for provision of day care services under recently enacted Bill 47-85, which expands provision of day care to additional zones and uses. See Section 424 as amended by Bill 47-85 of the Baltimore County Zoning Regulations. Undoubtedly the drafters of the PUD

³Statistical documentation of these changes in Baltimore County and the nation is provided in Legislation Project 84-01, Report of the Baltimore County Planning Board, Proposed Amendments to the Baltimore County Zoning Regulations Concerning Day Care or Child Care Programs.

3

regulations intended that private schools and churches embrace customary ancillary functions that are vital to society. Moreover, the PUD regulations, Section 430.2.D.11., allow accessory uses, and day care is now expressly permitted as an accessory use under certain circumstances by Section 424 as amended.

Finally, the drafters of Bill 47-85 included unambiguous language that is dispositive of whether day care is permitted at Lakeside. Section 424 of the Zoning Regulations, as amended by Bill 47-85, states: "If a conflict arises between this Section and other specific provisions of these Zoning Regulations, this Section shall govern." Thus, Section 424 supplants the PUD regulations to the extent they are in conflict with that Section, and therefore day care is permitted at Lakeside to the full extent that it is permitted throughout Baltimore County.

III. NURSING BEDS AS ACCESSORY TO LIFE CARE FACILITIES

Petitioner proposes that life care facilities be permitted at Lakeside, and that nursing facilities be permitted as an accessory use to the life care facilities. These accessory nursing facilities will be limited in scope in accordance with any law, statute, rule or ordinance relating to life care or, as it is currently referred to, continuing care. See Annotated Code of Maryland, Health - General Article, Section 19-101(e) for current limitations.

IV. CONCLUSION

4

For the reasons stated herein, as well as others heretofore submitted, Petitioner requests that the proposed uses be permitted; provided, however, that Petitioner will limit the uses as stated herein, to wit:

1. Private indoor recreational facilities will be provided on a priority basis to residents of Lakeside and their house guests or visitors, guests of the Inn, and people who work at Lakeside.
2. Day care facilities will be provided as a use permitted ancillary to private schools and churches, which are expressly permitted, and pursuant to recently enacted Bill 47-85.
3. Life care facilities with accessory nursing facilities will be provided so long as the nursing facilities are limited in accordance with existing law.

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5

Petitioner believes that the situation presented here is quite like that ruled upon in Loyola Loan Ass'n v. Buschman, 227 Md. 243, 176 A.2d 355 (1961). In that case the Court of Appeals considered the criteria for granting a zoning variance and stated that "to restrict Loyola to a building of uneconomic size where, as here, the Board's findings that there is no injury to the public health, safety and general welfare and that the proposed variance is in strict harmony with the spirit and intent of the Regulations should be upheld, would, we think, place too narrow a constriction on Section 307 . . ." (sic) 227 Md. at 250 (emphasis added).

Petitioner notes further that its variance request certifies to unique portions of the Lakeside tract, and that Lakeside itself is unique, in that it will be the only PUD in Baltimore County. The Court of Appeals, in ruling on a zoning variance request, held in Carney v. City of Baltimore, 201 Md. 130, 137, 93 A.2d 77 (1952) that "[t]he expression of practical difficulties or unnecessary hardships means difficulties or hardships which are peculiar to the situation of the applicant and are not necessary to carry out the spirit of the ordinance and which are of such a degree of severity that their existence amounts to a substantial and unnecessary injustice to the applicant," (emphasis added).

Other courts when discussing the benefits provided by a PUD, recognize that height and area flexibility are essential to PUD development. In discussing the benefits resulting from the

5

abrogation of the strictures of conventional zoning in PUD Regulations, the court in Orinda Homeowners Comm. v. Board of Supervisors, 11 Cal. App. 3d 768, 90 Cal. Rptr. 88 (1970), noted that increasing density of development on a portion of the tract would allow the retention of natural ground elevations and features on the remainder of the tract. The Orinda court, quoting Hagman, Larson and Martin, California Zoning Practice, at 236, also described a PUD as a "tract of land absolved from conventional zoning to permit clustering of residential uses, and perhaps compatible commercial and industrial uses, and permitting structures of different heights" (emphasis added).

A Michigan court has ruled that in construing a zoning ordinance provision, it is proper to consider the physical conditions of the area where the ordinance is intended to operate as a guide to interpreting legislative intent. Township of Peacock v. Panetta, 81 Mich. App. 733, 265 N.W. 2d 810 (1978). Similarly, two Washington State cases ruling on the procedural requirements of certain PUD statutes noted that a PUD is intended to achieve flexibility by permitting specified modifications of the customary zoning standards as applied to a particular parcel of land. Lutz v. City of Longview, 83 Wash. 2d 566, 568, 520 P.2d 1374 (1974), Barrie v. Kitsap County, 84 Wash. 2d 579, 585, 527 P.2d 1377 (1974).

In keeping with the liberal construction of PUD ordinances in the cases discussed above, Frederick County, Maryland drafted a PUD ordinance which contains no specific

6

height limitation. Rather, the developer's proposals are reviewed and ruled upon by the Planning Commission. In Washington, D.C. the District of Columbia Court of Appeals sustained a ruling by the Zoning Commission approving an application for a planned unit development involving a combination of high-rise buildings and historical properties on Dupont Circle and the surrounding area in Northwest Washington, D.C. Dupont Circle Citizens Association v. District of Columbia Zoning Commission, 355 A.2d 550 (D.C.) cert denied, 429 U.S. 966, 97 S. Ct. 396, 50 L. Ed. 2d 334 (1976).

Petitioner emphasizes that Lakeside will be a diverse community, offering a range of residential types broad enough to appeal to people of a variety of ages, tastes, and resources. High rise condominiums are the residence of choice for a significant portion of today's population. Given the change in life styles over the past sixteen years, this was probably not the case when the PUD Regulations were implemented in 1970.

Within Lakeside, Petitioner seeks to provide suitable living accommodations for people who prefer high rise living, as well as those who prefer townhouses, single family detached houses, duplexes, etc. Only a height variance will enable Petitioner to provide the desired diversity of housing types.

To further substantiate its request for a height variance, Petitioner makes reference to the PUD development process. PUD development is not development "as of right" in which look-alike tract housing marches across the landscape as

7

if created by a giant cookie cutter. Rather, PUD is intended to offer the possibility of creative solutions to planning problems, and innovative methods of structuring the environment for the benefit of all. The flexibility of PUD development allows a dialogue to develop between the County's planners and the developer. As stated by the court in Rudderow v. Township Committee of the Township of Mt. Laurel, 121 N.J. Super. 409, 297 A.2d 583 (1972) PUD "enables municipalities to negotiate with developers concerning proposed uses, bulk, density and setback zoning provisions, which may be contrary to existing ordinances if the planned project is determined to be in the public and individual homeowner's interest." 297 A.2d at 585. This negotiation process can take place in Baltimore County as the County's PUD Regulations expressly grant the Zoning Commissioner the right to modify the PUD standards pertaining to "location, appearance, bulk, use or any other aspect of the development . . ." 430.1.F.5.b. The Petitioner hopes that its proposals will be evaluated with a spirit that seeks to create the best community possible at Lakeside; and if the County also sees the merit of offering high rise living where planned, it will not allow rigid strictures to impede enlightened planning.

The judiciary, in ruling on PUD petitions, has concurred in the above sentiment. In Woodhouse v. Board of Commissioners of the Town of Nags Head, 299 N.C. 211, 261 S.E. 2d 882 (1980) the court recognized that flexibility is "the primary virtue inherent in PUD legislation . . .", and went on

8

to quote 82 Am. Jur. 2d Zoning and Planning, Section 106, that the PUD concept "has freed the developer from the inherent limitations of the lot-by-lot approach and thereby promoted the creation of well-planned communities." 261 S.E.2d at 892 and 891. The court noted further that in construing the PUD statute "the intent and spirit of the act are controlling . . ." 261 S.E.2d at 891. The Woodhouse court ruled that the PUD statute in that case imposed no restriction on the types of residential development permitted, regardless of the restrictions that would have been imposed under a conventional zoning regime.

The Court in Cheney v. Vill. 2 at New Hope, 429 Pa. 626, 241 A.2d 81, 87 (1968) similarly recognized that the PUD developer should not be straight-jacketed when it stated, "[o]ne of the most attractive features of the Planned Unit Development is its flexibility; the chance for the builder and the municipality to sit down together and tailor a development to meet the specific needs of the community and the requirements of the land on which it is to be built" (emphasis added). It is to be hoped that development plans for the Lakeside PUD will evolve in an atmosphere infused with the spirit articulated in the above quote.

9

WHEREFORE, Petitioner prays that the Zoning Commissioner grant the height variances requested herein, and allow Petitioner the right to reject said relief if the PUD Petition and/or the Petition For Special Hearing and/or any relief sought therein is not granted.

Further, Petitioner seeks to reserve the right to exercise its discretion to reject any relief granted in this Petition if the relief granted in this Petition is at variance with the relief prayed in this Petition or any of the other two Petitions filed simultaneously herewith or if any timely appeal is filed by any person, partnership, corporation, and/or other entity from the relief granted by the Zoning Commissioner, such rejection to occur within sixty (60) days after such relief is granted.

Respectfully Submitted, this 5th day of June, 1986.

Bancroft Homes of Owings Mills, Inc.

Terry M. Rubenstein, Vice President
and Co-Chief Executive Officer

PETITIONER

10

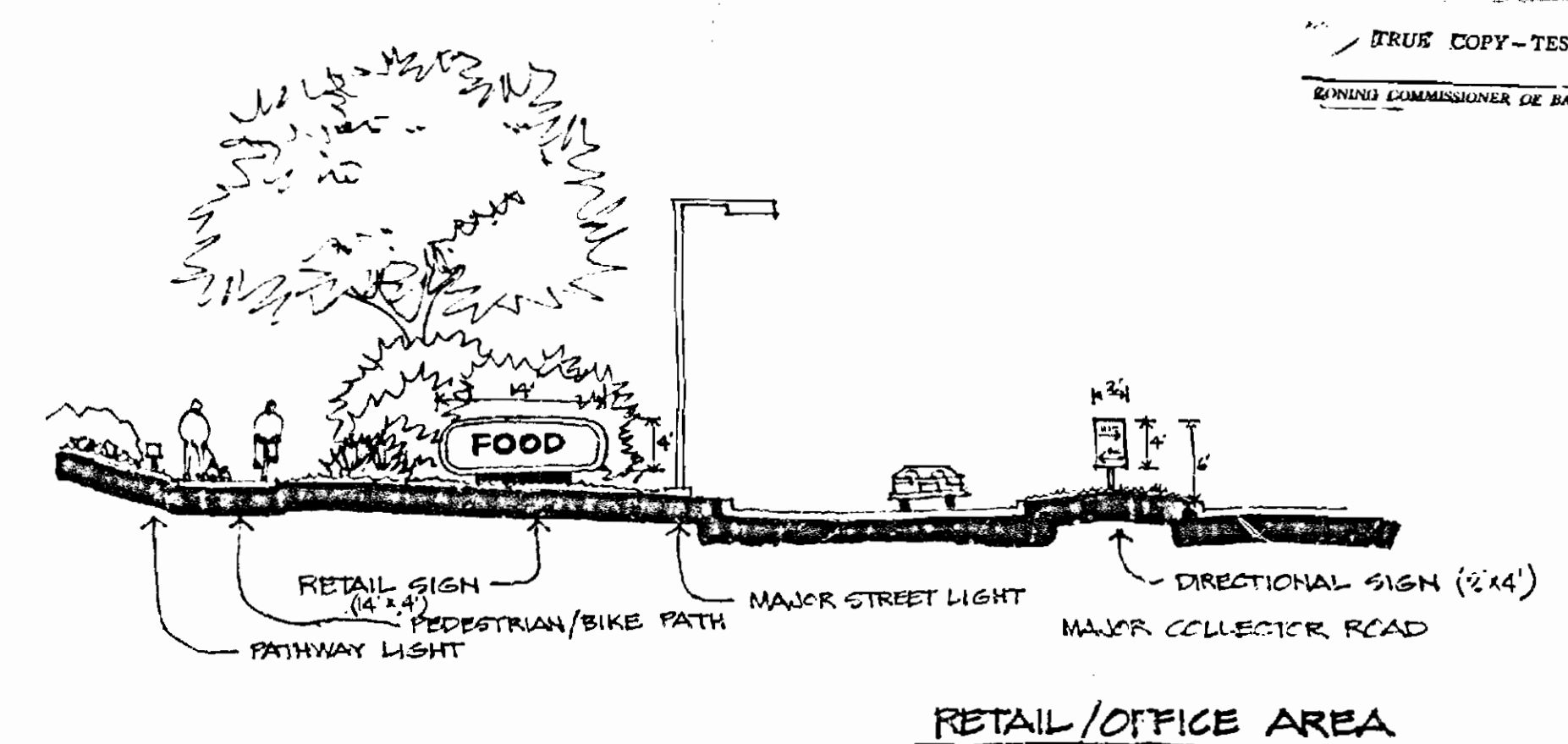
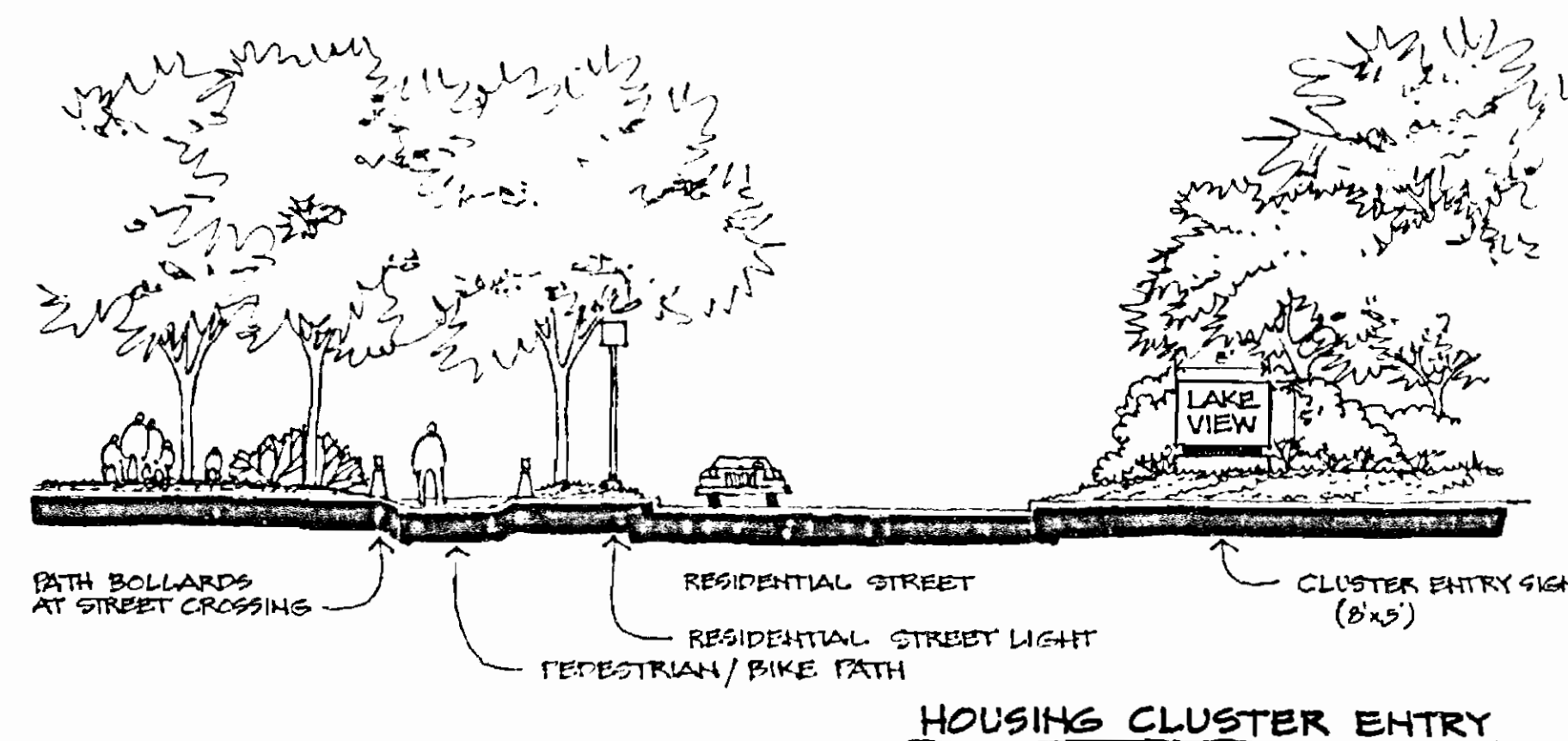
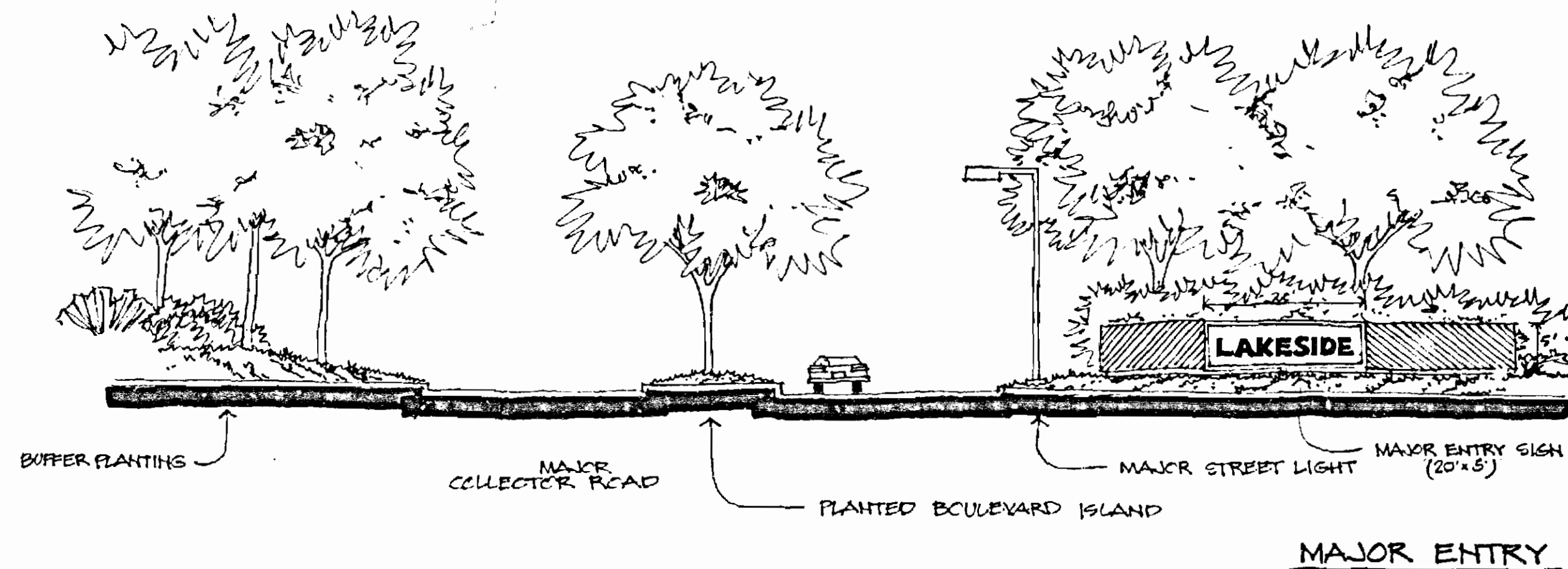
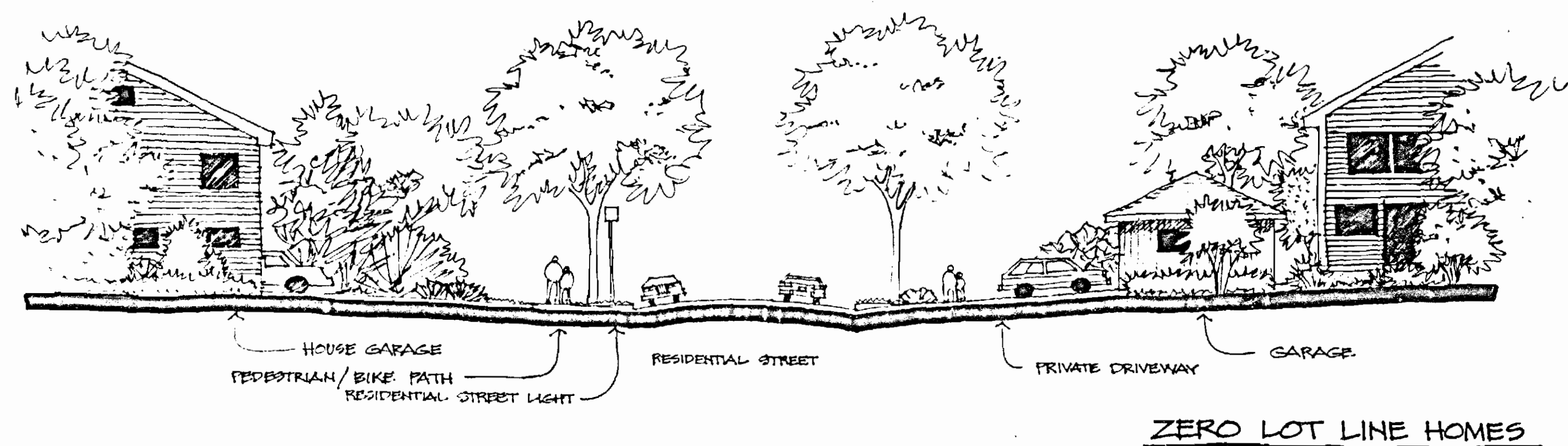
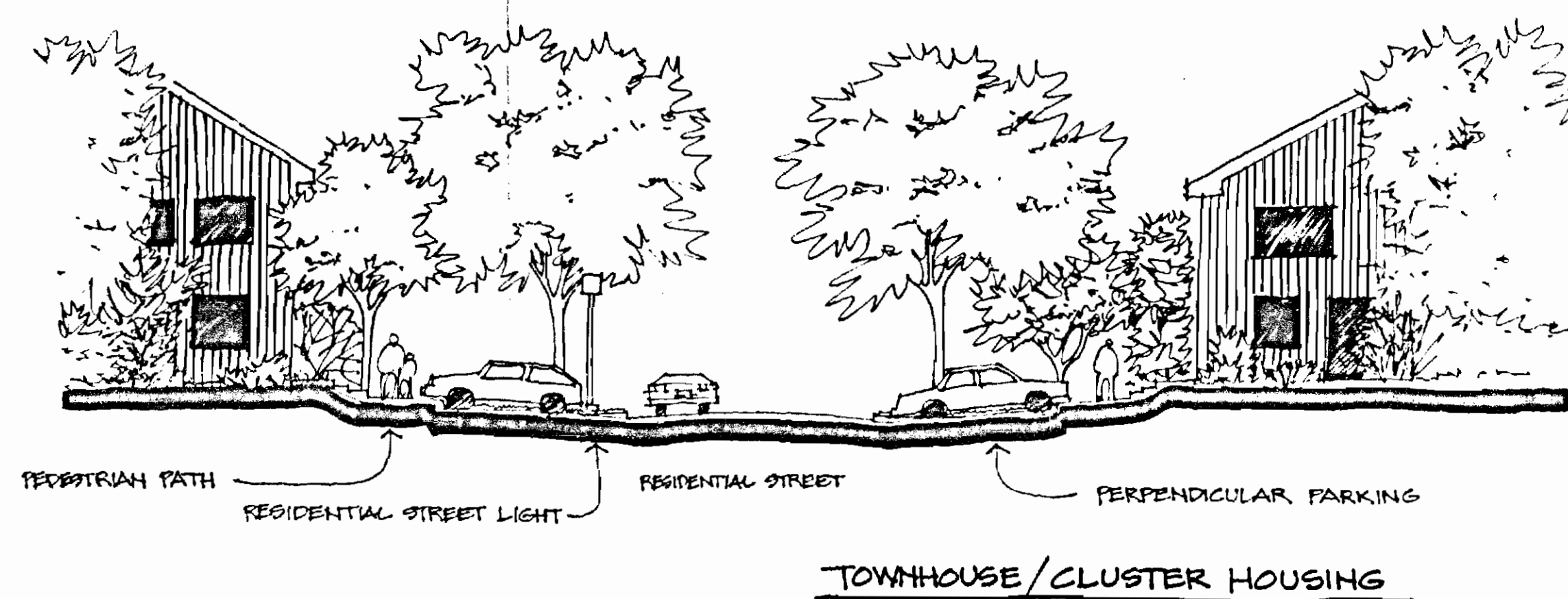
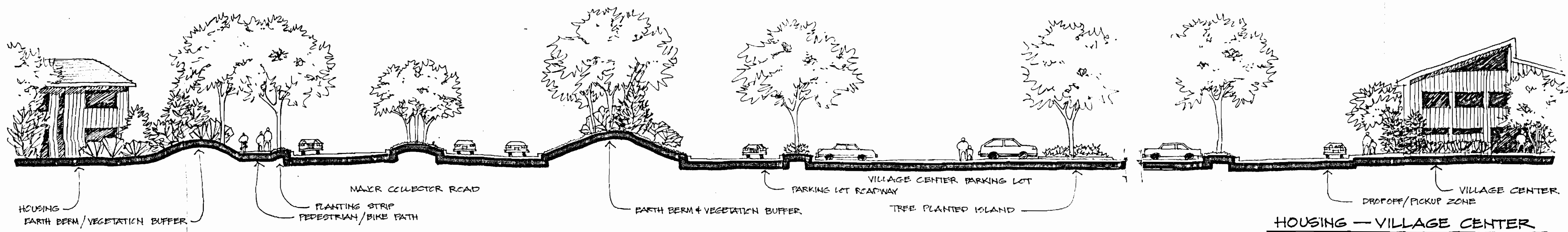
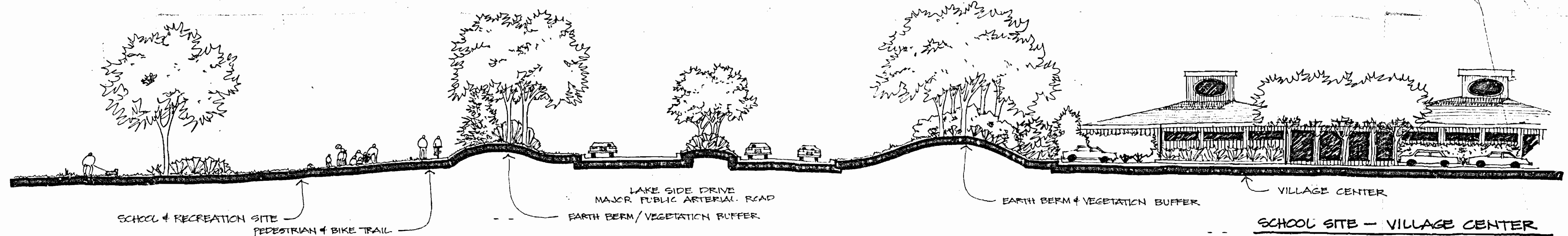
By Its Attorneys:

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11

CHART A

Zone	Maximum Height Under PUD Regulations, in Feet	Maximum Height Without PUD Classification, in Feet
D.R. 1	85	50
D.R. 2	85	50
D.R. 3.5	85	50
D.R. 5.5	85	50
D.R. 10.5	100	50
D.R. 16	120	60
R.A.E. 1	120	85
R.A.E. 2	No limitations	No limitations



SECTIONAL ELEVATION STUDIES / SIGNAGE

LAKE SIDE

SCALE 1" = 10'

THIS PLAN FOR ILLUSTRATIVE PURPOSES ONLY.

EXHIBIT NO. 14
JUNE 4, 1986

Potential Problem	Comments	Builder's Obligation
(2) Cracks in block or veneer walls (blocks, bricks and mortar joints)	Settlement cracks are common and should be expected within certain tolerances. ...	Any cracks greater than 3/8 inch in width will be repaired by surface patching or pointing; Builder will not be responsible for color variations.
(3) Cracks in concrete basement floors	Shrinkage (hairline) cracks are common and should be expected within certain tolerances. ...	Any cracks greater than 1/8 inch in width or 1/8 inch vertical displacement will be repaired by surface patching or other remedies.
(4) Vertical or horizontal movement of concrete slabs at joints	Concrete slabs are engineered to move at expansion and contraction joints ...	None
(5) Cracks in attached garage slab	Shrinkage cracks are common and should be expected within certain tolerances ...	Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by patching or other remedies.
(6) Concrete floors in rooms designed for living having pits, depressions or unevenness	Slopes purposefully created for drainage are not covered ...	If the unevenness exceeds 1/4 inch in a 32 inch measurement, it will be corrected.
(7) Concrete slab cracks which cause finished floor coverings to rupture.	...	The problem will be corrected so that the defect is not readily noticeable.
(8) Powdering, scaling or pitting of concrete (aggregate showing or loose)	If the problem is caused by erosion due to salt, chemicals or unusual weather, the Builder is not responsible. ...	If the deterioration occurs under normal use and conditions, the Builder will repair it.
(9) Vertical or horizontal separation of stoops away from the house	Minor separation is normal as is minor puddling of rain water. ... (b) Lot Grading and Drainage	Separation of more than 1 inch will be repaired as will excessive water puddling.
(1) Ground settlement around foundation and utility trenches	Ground settlement should not disrupt water drainage from the house, although settlement up to 6 inches should be expected. In all cases, the purchaser is responsible for the removal and replacement of shrubs, grass, etc. ...	If the final grading was performed by the Builder, he will replace fill in excessively settled areas only once.
(2) Lot drainage not functioning properly	After normal rainfall, water should not stand in yard for more than 24 hrs. nor 48 hours in swales. No decision regarding coverage will be made while frost or snow or saturation exist on the ground. ... (c) Foundation Waterproofing	The Builder is responsible for establishing the proper grades and swales; after that, the purchaser is responsible for maintaining them.
(1) Water leaking into basement	Dampness of floors and walls is common and not covered by this warranty. The Builder will not be responsible if the cause is improper landscaping, maintenance or negligence by the purchaser. ... (d) Carpentry (Rough-in)	Actual leakage of water (actual flow and accumulation) into the basement will be corrected.
(1) Walls, which bulge, bow or are out-of-plumb	All interior and exterior walls have minor differences. ... (e) Insulation	Walls bowing more than 1/4 inch within a 32 inch measurement (floor to ceiling or wall-to-wall) will be repaired.
(1) Inadequate insulation	This warranty assures that your insulation will meet the applicable energy code requirements. If your contract with your Builder provided for additional insulation, that is a matter between you and him and is not covered by this agreement.	Builder will install sufficient insulation to meet the applicable code requirements.

-7-

Potential Problems	Comments	Builder's Obligation
(2) Chimney separated from home	Some minor separation is normal and should be expected within certain tolerances. ...	Separation in excess of 1/4 inch in any 10 foot measurement will be corrected by caulking or other measures.
(3) Cracking of firebrick	It is expected that heat will cause cracking. ...	None
(4) Fireplace brick veneer cracking	Some cracking is common and should be expected within certain tolerances. ...	Cracks in brick veneer greater than 1/4 inch in width will be repaired by pointing or patching.
(5) Creosote or resin build up or creosote seepage through chimney.	Creosote seepage is caused by the build up of creosote in the chimney flue which is the direct result of the materials and manner in which the fireplace or stove is utilized. Burning of non-seasoned wood or improper operation will greatly enhance this situation. Chimney flues should be cleaned regularly. ... (i) Windows and Doors	Builder is responsible for constructing the chimney to meet the code requirements. Since the Builder does not have control of the materials and methods used in operating, he is not responsible for any defects caused by anything other than a code violation in construction.
(1) Warpage of doors-passage and closet.	Some warping, especially of exterior doors is normal and is caused by surface temperature changes. Such warping, however should not cause the doors to become unusable or allow entrance of the elements, and should not exceed 1/4 inch measured corner to corner diagonally. ...	Defective doors will be repaired or replaced and the finish matched as closely as possible.
(2) Shrinkage of door panels	Expansion and contraction is normal and may cause unfinished surfaces to appear. ...	None
(3) Door panel splits	Some splitting is normal and should be expected within certain tolerances. ...	If the split allows the entrance of light, it will be repaired. The Builder will match the finish as closely as possible.
(4) Glass breakage	This is not covered by your warranty. You should inspect your property and bring any glass breakage to the Builder's attention prior to occupancy. ...	None
(5) Garage door malfunctions	Maintenance is purchaser's responsibility. ...	The door will be repaired and adjusted to function as designed.
(6) Rain or snow enters through garage door.	Some entrance of the elements should be expected. ...	The door will be adjusted to meet the manufacturer's specifications.
(7) Windows do not operate	Reasonable pressure should open and close windows. Condensation and frost on windows are caused by climatic conditions and living habits of the purchaser and are not covered by this warranty. ...	Builder will repair as required.
(8) Drafts around windows and doors	Some draft is normal and can be corrected with storm windows. ...	Defective weatherstripping and badly fitted doors and windows will be repaired, adjusted or replaced.

-9-

Potential Problems	Comments	Builder's Obligation
(6) Gaps in seams of resilient coverings	Minor gaps are common and should be expected within certain tolerances. When the purchaser installs flooring and covering, sub-floor preparation is his responsibility. If sub-floor repairs are to be made when the purchaser installed floor covering, the removal and replacement of the floor covering is the purchaser's responsibility. ...	Gaps in excess of 1/8 inch will be repaired or replaced at the affected area. Builder is not responsible for discontinued patterns or colors or for variations in color.
(7) Gaps in carpet seams	Seams will be apparent. Spotting or fading of carpet is not covered by this warranty. ... (l) Cabinets and Counter Tops	The carpet will be repaired or restretched if necessary so gaps are not visible.
(1) Vanity or kitchen counter-tops or cabinets chip, crack or delaminate	Cracks and chips, including porcelain and fiberglass fixtures, not reported to the Builder prior to occupancy will not be covered by this warranty. ...	Chips, cracks or delaminations will be repaired.
(2) Cabinet doors or drawers warp	Minor warpage is common and should be expected within certain tolerances. ...	Warpage in excess of 1/4 inch from the face of the cabinet will be repaired or the doors or drawers replaced.
(3) Cabinet separates from wall or ceiling	Some separation is common and should be expected within certain tolerances. ... (m) Cooling and Heating	Separation in excess of 1/4 inch will be repaired or the cabinet replaced.
(1) Insufficient cooling	Where applicable, the cooling system should be able to maintain a temperature of 78 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperature, a 15 degree difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable.	The Builder will repair the system so that it will perform as described.
(2) Insufficient heating	The heating system should be able to maintain a temperature of 72 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature and the thermostat setting is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable. ...	The Builder will repair the system so that it will perform as described.
(3) Ductwork noisy	When metal ducts heat and cool, some noise will result. Very loud noise known as oil canning is not acceptable. ... (n) Plumbing	Builder will correct the oil canning noise only.
(1) Pipes freeze and burst	Purchaser is responsible for draining pipe lines supplying outside faucets. During excessive and constant low temperatures, freezing is to be expected. ...	Builder will correct the situation by insulating pipes to prevent freezing during normal winter temperatures.

-11-

Moreover, one of the benefits of PUD development is that it encourages innovative planning and design. Given the scale of Lakeside and the lengthy construction period, it is likely that during the development process additional opportunities to employ such innovative design and planning will become apparent. All the parties involved - the County, the community and the Petitioner - stand to benefit if the review of CRG/FDP Plans is flexible enough to incorporate such innovations. The Baltimore County PUD regulations recognize the importance of design flexibility, stating at Section 430.1.A.1.a. that "procedures and regulations under which land development is permitted as of right necessarily limit development opportunities, inhibit design flexibility, and, often, preclude optimum land-planning solutions to complex development problems." Petitioner urges that the review procedure facilitate rather than inhibit innovative planning.

Clear provisions defining which modifications proposed at the CRG/FDP state will be considered to be "in accordance with the Plan" can minimize the possibility of misunderstanding.

The presence of clear provisions for changes of amendments to planned unit development plans also indicates a willingness by the local government to work cooperatively with the applicant to achieve the best possible product. Distinctions between major and minor changes along with fair procedures for effecting them, can reduce uncertainty in the process and allow it to retain the necessary flexibility while minimizing the chances for abuse. When the process allows a suitable degree of flexibility, it is more likely that PUDs will be completed and successful in responding to market demand.

PST:de:10/2/86:8:1

6

Thus, it seems to be in the local government's best interest to allow flexibility through the ordinance provisions while still exerting enough control to guarantee the quality of development and the benefits to the community." PUDs In Practice pp. 28-29

It is significant to note that in each of the five case studies presented in PUDs In Practice, the need for change arose. In certain instances, the developer would have been unable to complete his project had he been unable to amend his plan.

B. Defining Those Amendments Which Are Not "in Accordance with the Authorization Plan"

The Baltimore County Zoning Regulations presently do not address the issue of change to the initial PUD Plan. A basic format has been used, however, in many jurisdictions, and is discussed in PUDs In Practice. There it is stated that the approval process should incorporate provisions that distinguish between "major" and "minor" changes and that prescribe appropriate standards for review of each. The practical significance of making the distinction is that proposals for major change warrant closer scrutiny than do proposals for minor change. All agree that the form of such scrutiny involving a major (material) change to the Lakeside Authorization Plan shall be that the proposed major change must be approved by the Zoning Commissioner and Planning Board pursuant to Section 430 of the Baltimore County Zoning Regulations.

PST:de:10/2/86:8:1

7

To develop a standard to differentiate between major (material) and minor change, one should look to definitions used in various legal contexts. Examination of the relevant cases indicates that the distinction is frequently drawn on the basis of common sense. See, for example, Transportation Equipment Rentals, Inc. v. Strandberg, 392 S.W.2d 319, 324 (Mo. 1965), in which the court construed the phrase "material breach" and held that the words "are not technical but are ordinary words which are commonly understood..."; Shetland Properties, Inc. v. Town of Poultney, 484 A.2d 929, 933 (Vt. 1984) where the court, when called upon to decide whether the appellant's property had undergone a "material alteration or change" so as to justify an increase in its assessed value for property tax purposes, defined a "material alteration or change" as one which is "relevant and of consequence to the evaluation of the property."; Labowitz v. Labowitz, 542, S.W.2d 922, 925-26 (Tex. 1976), where the phrase "material and substantial change of circumstance," when construed in the context of an action brought pursuant to the terms of a divorce decree, was held to include a decrease in the husband's income from \$30,000 to \$10,000 annually; Krol v. York Terrace Building, Inc., 35 Md. App. 321 (1976) where the Court of Special Appeals held that where the well supplying water to a newly constructed residence worked only intermittently after the second week of the owners' possession that a real dispute as to a material fact existed so that the defendant's summary judgment must be overturned; Parker v. Johnson, 206 N.Y.S.2d 594, 26

PST:de:10/2/86:8:1

8

Misc. 2d 31 (1960), where the court held that a tenant who replaced her landlord's allegedly defective refrigerator with her own refrigerator had not "materially and permanently" changed the nature of the property so as to commit waste; Wanger v. Zeh, 45 Misc. 2d 93, 256 N.Y.S. 2d 227, where the court granted the defendant summary judgment in a suit for specific performance after finding that no material issue of fact existed where the piece of property involved in the lawsuit was encroached upon by two inches by an adjoining property.

In Township of Ridley v. Blanchette, 421 F. Supp. 435 (E.D.Pa. 1976), the court's holding reflected the common sense reasoning evidenced in the above cases; but incorporated, in addition, a balancing test of broad applicability. Moreover, as the issue decided by the court concerned the protection of the environment, the decision has particular significance with respect to defining material change in the context of Lakeside.

The issue facing the Ridley court was whether the proposed construction by the Department of Transportation of a railroad "crossover", which entailed laying 375 feet of track, constituted a "major federal action" requiring the preparation of an environmental impact statement. In holding that the project was not a "major federal action," the court stated:

In sum, "major" is a term of reasonable connotation, and serves to differentiate between projects which do not involve sufficiently serious effects to justify the costs of completing an impact statement, and those projects with potential effects which appear to offset the costs in time and resources of preparing a statement.

PST:de:10/2/86:8:1

9

421 F.Supp at 432.

The essence of the Ridley opinion is that a balancing test must be performed. Such a test is equally applicable in the context of changes to the Authorization Plan. By designating proposed change as major or material, and thus not in accordance with the Plan, both the County and the Developer will be obligated to expend substantial resources by way of applying the higher level of scrutiny appropriate to proposed major change; i.e., Planning Board and Zoning Commissioner approval. The underlying premise of the balancing test is that resources should be expended only if the potential for benefit by their application appears likely to exceed their cost. Thus, in instances where the potential benefits of rigorous scrutiny of the proposed change exceed the cost of conducting that scrutiny, the proposed change should be deemed to be not in accordance with the Plan. Where this is not the case, logic demands that the proposed change be deemed to be in accordance with the Plan. Otherwise, the flexibility to respond to changed conditions will be lost and the County and the Petitioner will be expending huge amounts of resources to assess the impact of negligible modifications to the Authorization Plan.

The wisdom of distinguishing major from minor changes is thus apparent from both a common sense perspective, as well as a more formal benefit/cost analysis. The task remains of identifying which changes will be designated as being not in accordance with the basic tenets of the Plan. The benefits

PST:de:10/2/86:8:1

10

derived from drawing this distinction would be lost if the procedure for making the threshold determination of whether a proposed change is in accordance with the Plan consumes an inordinate amount of resources. Agreement at the outset as to which changes will be considered not in accordance with the Authorization Plan will promote efficient administration of the PUD regulations.

Petitioner proposes that if development does not proceed in accordance with the following items, Petitioner shall be considered to have proposed a major change to the Authorization Plan:

1. The concept of a major pedestrian spine system extending from the village center, through the retail office spaces and recreation complex, and connected to the major pedestrian system.
2. The concept of a continuous pedestrian system tying together publicly - deeded areas and major pedestrian routes.
3. The concept of providing diverse housing types, considering the land subject to the Authorization Plan as a whole.
4. The concept of a road hierarchy in which major collector roads do not have access to single family residential structures, as opposed to multi-family "apartment/condominium/cooperative" buildings, and the associated concept that

PST:de:10/2/86:8:1

11

residential uses are well buffered from the more heavily travelled roads.

5. The concept that high density development be located to take advantage of "prime views."
6. The concept of providing for community services to meet the needs of a total integrated community in a balanced way. The following amenities should be provided:
 - (i) a facility for religious use
 - (ii) a facility for day-care use
 - (iii) the land to be donated to Baltimore County for a boating center.
7. An increase of 20% or more in the number of density units in any one area, as shown in Exhibit 5.
8. The concept of providing buffering and landscaping between clearly different housing types and heights.
9. Deviation from sign, use and zoning regulations and controls adopted prior to the first CRG/FDP process (except as may be permitted in such regulations).

Changes in the timing of the construction and delivery of commercial, retail and residential structures, the exact uses of community buildings, reduction in the number of dwelling units to that allowed by the current (pre-PUD) zoning for the entire tract and any other variations from the approved Authorization Plan incorporated in CRG/FDP plans submitted for approval where the benefits to the public are outweighed by the costs in accordance with the common sense analysis set forth above shall be

PST:de:10/2/86:8:1

12

considered to be in accordance with the Authorization Plan and therefore shall not need approval in accordance with the procedure for approval of a neighborhood planned unit development as aforesaid.

By identifying and subjecting to strict scrutiny only those changes that are not in accordance with the Authorization Plan, resources can be conserved and allocated in the most rational manner possible. Those changes that could fundamentally alter the character of the community will be treated differently than those that, though modifications of the Plan, do not work a change in Lakeside so as to cause it to be in any real sense different from the community it was initially planned to be. These latter changes shall be deemed to be "in accordance with the Plan."

Petitioner's financial commitment to Lakeside has been and will continue to be immense - significantly in excess of that required were the property to be developed under a conventional Euclidean zoning regime. As an incentive to develop under the PUD regulations, Petitioner is granted a bonus in the number of density units that may be constructed at Lakeside. Additionally, Petitioner is allowed a certain amount of retail and commercial use. As is noted at page 45 of the Report to the Baltimore County Planning Board by the Director of the Office of Planning and Zoning dated August 1, 1986 (hereinafter the "Report"), these incentives are designed to benefit not only the developer, but also to enhance the lives of the residents of the

PST:de:10/2/86:8:1

13

so, you must sign and deliver to your Builder a full and unconditional release of all legal obligations with respect to the defect.

(f) If your Builder or RWC repairs or replaces, or pays for the repair or replacement of any defect or item covered by this agreement, you agree that upon request you will assign the proceeds of any other insurance or warranties which you may (if any) covering the same defect or items, to your Builder or RWC, as the case may be, up to the amount of the Builder's and/or RWC's costs in complying with this agreement and if RWC has performed for the Builder hereunder, you shall assign to it your claim against the Builder.

(g) If the claim involves a common element in a condominium, it may be made only by an authorized representative of the condominium association.

5. RWC's Responsibility and Purchaser's Rights: YEARS THREE THROUGH TEN

If a Major Structural Defect (as that term is defined in Section B of this document) arises in your home during years three through ten hereunder, RWC and its insurance coverages will repair or replace, or pay you the reasonable cost of repairing or replacing, the defect or item, limited to such actions as are necessary to restore load-bearing capability to the load-bearing components and to repair those elements of the home damaged by the Major Structural Defect which makes the home unsafe or unlivable.

6. Conditions Affecting RWC's Responsibility and Purchaser's Rights

In each instance, RWC's responsibility is subject to the following:

(a) The decision whether to repair or replace, or to pay you the reasonable cost of repair or replacement, is RWC's.

(b) The total liability hereunder is limited to and shall not exceed the sales price listed on the cover page less all amounts paid by or on behalf of the Builder under this agreement.

(c) Liability hereunder is subject to a deductible of \$250.00 per claim on warranties up to and including \$50,000.00, and a deductible of \$500.00 per claim on warranties in excess of \$50,000.00. In each instance, the deductible shall be paid by the purchaser prior to payment hereunder.

(d) RWC shall not be obligated to pay a claim until the purchaser has executed a full and nonconditional release of all rights or causes of action which the purchaser may have against RWC and its insurance coverages arising out of that claim.

(e) Upon request, the purchaser shall assign to RWC the proceeds of any other insurance or warranty which the purchaser may have covering damage caused by the same Major Structural Defect up to the amount of cost incurred by RWC complying with this agreement.

(f) If a claim involves a common element in a condominium, it may be made only by an authorized representative of the condominium association.

7. How to Make a Warranty Claim

(a) **Notice to Your Builder**

If you have a complaint which you believe is covered by this agreement, you should send a clear and specific notice of the complaint to your Builder.

(b) **Notice to RWC; Time of Notice**

If notice to the Builder does not result in satisfaction within a reasonable time, RWC should then be given written notice of the complaint by certified mail. Please note that RWC must receive a written notice of claim at least within thirty days of the expiration of the applicable warranty period. For example, if the defect is one which is covered under the Builder's one-year warranty period, notice must be received by RWC at least within thirty days of the end of the first year, or it will not be honored.

(c) **Inspection and Investigation Report**

RWC will review your complaint and send you a form by which you may request an inspection of the defect. Upon receipt of the form, RWC will cause an investigator to view the defect and to report to both you and your Builder. The investigator's report will be completed within twenty days of receipt of your request. The report will state the Builder's obligations.

(d) **Informal Dispute Settlement**

If the Builder does not respond or if you disagree with the investigator's report, you may request in writing that RWC arrange for an informal dispute settlement procedure by independent, neutral third party. Such informal dispute settlement procedure shall be completed within forty days of receipt of your request. Your Builder will be bound by the decision of such person when and if it is accepted by you.

(e) **Acceptance of Decision**

If you accept the decision, you must sign a copy which will be provided for this purpose and return it to RWC within thirty days of its date. Your Builder will then perform as required by the decision, but neither RWC nor your Builder will be responsible for damages caused or made worse by your delay in

-3-

- (d) **Soil Movement:** Subsidence, expansion or lateral movement of the soil (excluding flood and earthquake).
- (e) **Major Structural Defects:** Only actual physical damage to the following specified segments of the home, which are load-bearing and caused by failure of such load-bearing segments which affect their load-bearing functions to the degree that the home becomes unsafe or unlivable:
- (a) roof framing members and systems (rafters and trusses);
- (b) floor systems (joists);
- (c) bearing walls and partitions;
- (d) columns;
- (e) lintels;
- (f) girders;
- (g) load-bearing beams;
- (h) foundation systems and footings.
- Examples of nonload-bearing elements which will be deemed not to have Major Structural Defect potential are:
- (a) nonload-bearing partitions and walls;
- (b) wall tile or paper, etc.;
- (c) plaster, lathes, or dry wall;
- (d) flooring and subflooring material;
- (e) brick, stucco, stone or veneer;
- (f) any type of exterior siding;
- (g) roof shingles, sheathing and tar paper;
- (h) heating, cooling, ventilating, plumbing, electrical, and mechanical systems;
- (i) appliances, fixtures or items of equipment;
- (j) doors, trim, cabinets, hardware, insulation, paint, stains.
- (f) **Cooling, Ventilating and Heating Systems:** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.
- (g) **Plumbing System:** All pipes, supply and waste, and their fittings, including septic tanks and their pipe drain fields, as well as gas supply lines and vent pipes.
- (h) **Electrical System:** All wiring, electrical boxes, connections, up to the public utility connection.
- (i) **Fixtures, Appliances and Items of Equipment, including Attachments and Appearances:** Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, stoves and ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets and valves, lights and fixtures, switches, outlets, circuit breakers, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, ventilating fans, air conditioning material and similar items.
- 2. Exclusions:** The following are not covered by this agreement (either the Builder's warranty, RWC or RWC's insurance coverages):
- (a) Failure of the Builder to complete construction of the home or any part of the home.
- (b) Any defect which does not result in actual physical damage or loss.
- (c) All consequential damages, including but not limited to costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.
- (d) Personal property damage or bodily injury.
- (e) Any claim reported to RWC after an unreasonable delay or later than thirty days after the expiration of the Limited Warranty Agreement.
- (f) Damage caused by insects.
- (g) Any loss or defect which arises when the home is used for nonresidential purposes.
- (h) Any defect resulting from soil movement which is covered by any other insurance or for which compensation is granted by legislation.
- (i) Normal deterioration or normal wear and tear.
- (j) Any deficiencies in or damage caused by material or work supplied by anyone other than the Builder or his employees, agents, or subcontractors, including but not limited to the items listed as additional exclusions in the cover page.
- (k) Damages or losses not caused by a defect in construction of the home by the Builder or his employees, agents or subcontractors, but resulting from accidents, riots, civil commotion, acts of God or nature, including but not limited to, fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water table, windstorms, hail, lightning, falling trees, aircraft, vehicles, mud slides, earthquakes, or volcanic eruption.
- (l) Loss or damage resulting from the purchaser's failure to minimize or prevent such loss or damage in a timely manner.

-5-

- (m) Losses or damages to or resulting from defects in improvements which are not part of the house, defects in outbuildings, such as detached garages and carports, swimming pools and detached recreational buildings and facilities, and defects in driveways, walkways, patios not structurally attached, boundary and retaining walls, bulkheads, fences, landscaping of all types, such as plantings, seeding, sodding, trees and shrubs and all off site improvements.
- (n) Following year one, loss or damage resulting from concrete basement floors and attached garages which are constructed separate from and are not part of the structure of the home.
- (o) Losses resulting from damages to real property other than the home itself.
- (p) Loss or damage resulting from, or aggravated by changes in the grading of the property by anyone except the Builder, his agents or subcontractors.
- (q) Loss or damage resulting from, or aggravated by modifications or additions to the home made after occupancy (other than those performed to meet the obligations of this Agreement).
- (r) Loss or damage resulting from, or aggravated by dampness or condensation caused by negligence of the purchaser in not maintaining proper ventilation.
- (s) Any defect, damage or loss which is caused or made worse by failure of the purchaser to notify the Builder or RWC of any defect within a reasonable period of time.
- (t) Any defect, damage or loss which is caused or made worse by failure by anyone other than the Builder, his agents, employees or subcontractors to comply with the manufacturers' warranty requirements concerning appliances, fixtures or equipment.
- (u) Loss or damage resulting from, or aggravated by negligent maintenance or operation by anyone other than the Builder, his agent, employees or subcontractors.
- (v) Following year one, any deficiencies in fixtures, appliances, and items of equipment whether or not components of the cooling, ventilating, heating, electrical or plumbing systems. During year one, coverage on fixtures, appliances, and items of equipment (including attachments and appearances) is for one year or the manufacturer's written warranty period, whichever is less. Improper maintenance or operation, negligence and improper service by the home owner causing defects will not be covered by this Agreement.
- (w) Loss or damage resulting from toxic or carcinogenic fumes or substances.
- SECTION C. WARRANTY STANDARDS**
- 1. Purpose of the Standards**
- This section establishes the standards by which it will be determined whether your home has a problem which is covered by this Agreement and the obligation of the Builder, RWC or its insurance coverages to correct those defects. Where specific standards and obligations are not set forth, the standard shall be the accepted industry practice for workmanship and materials.
- 2. Conditions Applicable**
- The applicability of the warranty standards is conditioned upon the fact that your home is constructed in compliance with all local building codes as well as one of the following RWC accepted model codes or the Minimum Property Standards of the U.S. Department of Housing and Urban Development:
- | Building Code | Mechanical Code | Electrical Code | Plumbing Code |
|-----------------------------------|--|---|-----------------------------------|
| • One & Two Family Dwelling Code | • BOCA Basic Mechanical Code | • Electrical Code for One and Two Family Dwelling | • BOCA Basic Plumbing Code |
| • BOCA Basic Building Code | • Uniform Building Code, Volume 11, Mechanical | • National Electrical Code | • Uniform Plumbing Code |
| • Standard Building Code | • Standard Mechanical Code | | • Standard Plumbing Code |
| • Southern Building Code Congress | • Southern Building Code Congress | | • Southern Building Code Congress |
| • Uniform Building Code | | | |
| • National Building Code | | | |
- 3. Additional Conditions: Purchaser's Responsibility**
- The applicability of these warranty standards is further conditioned upon the purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use or improper maintenance.
- 4. Standards Applicable During Year One Only**
- | Potential Problem | (a) Masonry and Concrete Comments | Builder's Obligation |
|-------------------------------------|---|--|
| (1) Concrete Foundation Wall Cracks | Shrinkage or settlement cracks are common and should be expected within certain tolerances. | Any cracks greater than 1/8 inch in width will be repaired by surface patching or pointing; Builder is not responsible for color variations. |

-6-

- | Potential Problem | Comments | Builder's Obligation |
|---|--|---|
| (2) Air infiltration from electrical outlets | Electrical connection boxes are backed by the exterior wall, which may cause air infiltration. This is common in new construction. | None |
| (1) Roof leaking | (f) Roofing
The roof should not leak and no leaks should arise from flashings, except where snow and ice are allowed to build up. Prevention of snow and ice buildup is the purchaser's responsibility. | All roof and flashing leaks not caused by snow and ice buildup or other neglect by the purchaser will be repaired. The Builder is not responsible for color variations. |
| (2) Leaks in gutters and downspout leaders | Gutters and leaders should not leak. However, during heavy rains, overflow should be expected. The purchaser is responsible for keeping the gutters and leaders open and free from debris. | Leaks not caused by purchaser's neglect will be repaired. |
| (3) Water stays in gutters | Purchaser is responsible for keeping gutters and leaders open and free from debris. | Builder will repair so that if free from debris, the standing water depth will not exceed 1 inch. |
| (4) Insufficient attic or roof ventilation | The applicable building codes will control. | Builder will correct to meet the applicable code requirements. |
| (1) Faulty workmanship trim. | (g) Siding and Caulking
Separation between siding, masonry and trim should not exceed 3/8 inch. Siding, trim and masonry should be capable of excluding the elements. | Builder will repair by caulking or other methods. |
| (2) Leakage of elements through attic louvers, vents, and ridge or soffit vents | Even if vents are installed according to building codes, driving snow or rain may enter. This is not a defect. | Builder will correct to meet the applicable code requirements. |
| (3) Wall leaks due to caulking shrinkage | All caulking shrinks and is a purchaser's maintenance item. | All junctions and separations of wall surfaces will be recaulked once to prevent water leakage. |
| (4) Delamination of siding | Purchaser must provide proper maintenance. | Delaminations or joint separations will be repaired and new areas only will be repainted. Builder is not responsible for color variations. |
| (5) Paint or stain peels or fades | Some fading is normal and is caused by weathering. Varnish or lacquer on the exterior will deteriorate quickly and is and fungus on siding are caused by climatic conditions or nearby bodies of water and are not covered by this warranty. | Defective areas will be corrected and if the deterioration affect 75% of a wall, Builder will be responsible only for matching color as closely as possible. |
| (6) Cracks in stucco wall finish | Cracks in stucco wall finishes are common and should be expected within certain tolerances. | Cracks in excess of 1/8 inch width will be repaired once. |
| (1) Not enough draw or down draft | (h) Chimneys and Fireplaces
Trees too close to the chimney or high winds can cause down drafts. Some homes are extremely air-tight and a window may have to be opened in order to maintain an effective draft. | If the problem is caused by improper construction or design, it will be corrected. |

-8-

Potential Problems	Comments	Builder's Obligation
(j) Interior Walls and Trim		
(1) Faulty workmanship trim	Some separations in moldings between moldings and adjacent surfaces (including casement, base, etc.) is normal and should be expected within certain tolerances.	Separation in excess of 1/8 inch will be repaired by caulking or other methods.
(2) Wall or ceiling cracks	Hairline cracks and seam or tape cracks, along with other slight imperfections are normal and should be expected within certain tolerances. Nail pops are common and are due to contraction and expansion of lumber products. They are beyond the Builder's control and are not covered by this warranty.	Cracks exceeding 1/8 inch in width will be repaired once. The Builder is responsible for repainting only the affected area unless the majority of a wall is affected. Color will be matched as closely as possible.
(3) Cracking of ceramic tile	Cracking of grout joints is common and is a home maintenance item.	Broken tiles will be replaced and excessive cracking of grout joints will be repaired once. Builder is not responsible for discontinued patterns or colors or for variations in color.
(4) Wallpaper or covering begins to peel	The purchaser should be careful not to cause this problem by negligences, such as consistent use of the shower without the exhaust fan being on. Mis-matches of wallpaper edging is not covered.	The peeling will be corrected by repair or replacement. Builder is not responsible for discontinued patterns or colors or for variations in color.
(k) Flooring and Covering		
(1) Uneven joints in wooden floors or floor boards	Squeaks and loose sub-flooring are usually passing conditions caused by lumber shrinkage or temperature changes and are not covered by this warranty unless caused by a defective joint in the floor system.	Uneven joints resulting in ridges or indentations exceeding 1/8 inch within a 32 inch area (measuring perpendicular to the ridge or indentation), will be repaired.
(2) Separations between finished floor boards	Some separation is normal and should be expected within certain tolerances.	Separations exceeding 1/8 inch in width will be repaired by filling or repairing at his option.
(3) Nails popping through resilient flooring	Only nails which have broken through the floor covering will be repaired.	The nail pops will be repaired and the covering repaired or replaced in the area damaged. Builder is not responsible for discontinued patterns or colors or for variations in color.
(4) Sub-floor imperfections causing ridges	Minor ridges or indentations are common and should be expected within certain tolerances.	Ridges or indentations in excess of 1/8 inch (measured with a straight edge perpendicular over the ridge and the deflection measured no more than 3 inches from the ridge) will be repaired and affected floor covering will be repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color.
(5) Floor covering becomes loose or bubbles		The affected area will be repaired or replaced. Builder is not responsible for discontinued patterns or colors or for variations in color.

-10-

Potential Problems	Comments	Builder's Obligation
(2) Plumbing fixtures, appliances and trim fittings, leaks or malfunctions	Leakage or malfunction in faucets, valves, appliances and trim fittings caused by defects in materials or workmanship will be corrected.	Leakage or malfunction in faucets, valves, appliances and trim fittings caused by defects in materials or workmanship will be corrected.
(3) Pipes noisy	Expansion and contraction caused by water flow will cause some noise which is to be expected.	Loud, hammering noises in pipes will be corrected.
(4) Cracks or chips in porcelain or fiberglass	The purchaser should inspect these items before taking occupancy and report them to the Builder prior to occupancy.	The Builder will be responsible for these items only if reported prior to occupancy.
(a) Electrical		
(1) Outlets, switches or fixtures fail		Defective outlets, switches and fixtures will be repaired or replaced.
(2) Consistently blown fuses or circuit breakers kicking off	Builder will not be responsible if caused by overloads in the system.	Builder will inspect and repair any defects caused by non-compliance with applicable building and electrical codes.
5. STANDARDS APPLICABLE DURING YEARS ONE AND TWO		
(a) Water supply stops	Drought or causes other than defective workmanship and materials will not be covered by this warranty.	Builder will repair or replace faulty workmanship and materials only.
(b) Septic System fails	Freezing, soil saturation, underground springs, water run off, excessive use and increase in the water table are among the causes not covered by this warranty.	Builder will repair or replace faulty workmanship and materials and conform with the Sewage Enforcement Officer's instructions as per design and installation only.
(c) Pipe leaks	Condensation on pipes is normal and is not covered by this warranty.	Leaks will be repaired.
(d) Clogged drain and sewers	This is a Purchaser's maintenance item. The Builder will be responsible only if the cause is a defect in construction.	Builder will repair only if caused by a defect in construction. Owner will pay for builder's repair if not a construction defect.
(e) Ductwork separates		The Builder will repair
(f) Wiring fails to carry specified electrical load		Builder will correct to meet applicable building and electrical codes.

-12-

Loss or damage resulting from accidents, not and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, no driven water, and changes in the level of the underground water table which are not reasonably foreseeable.

Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

Insect damages.

Any loss or damage which arises while the home is being used primarily for non-residential purposes.

Failure of the Builder to complete construction of the home.

Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair.

Any condition which does not result in actual physical damage to the home.

Bodily injury or damage to personal property.

Consequential damages.

Additionally, the HOW Warranty may have an Addendum to the Application for HOW Protection, attached to indicate all items supplied by others and therefore excluded from the HOW Warranty (See I. above). For example, work performed by the purchaser or persons other than the Builder on such items as interior or exterior painting, floor coverings, finishing of recreation rooms, grading and landscaping and other similar items are not covered by the HOW Warranty, and the Approved Standards are not applicable to those items.

IV. Definitions

1. Appliances, Fixtures and Equipment: The term, "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls and accessories) shall include, but not be limited to: Furnaces, boilers, oil tanks and fittings, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, sumps, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, and circuit breakers. The initial HOW Warranty coverage period for appliances, fixtures and equipment (including their fittings, attachments, controls and accessories) is one year, regardless of manufacturer's warranties on specific items. The HOW Warranty and manufacturer's warranties, however, may be voided by the Owner's negligence or improper maintenance or service.

2. Systems: The term "systems" (exclusive of appliances, fixtures and equipment, as specified above) means the following:

(A) Plumbing Systems—gas supply lines and fittings, and water supply, waste and vent pipes and their fittings, septic tanks and their tie-in drains, water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and seepage disposal system.

(B) Electrical Systems—all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

(C) Heating, Ventilating, Cooling and Mechanical Systems—all ductwork, steam, water, and refrigerant lines, registers, convectors, radiation elements and dampers.

The HOW Warranty period for systems (excluding appliances, fixtures, and equipment) is two years.

V. Coverage During the First Year

During the first year of HOW's Ten-Year Protection Plan, your home is warranted against the following:

- Faulty workmanship and materials.
- Defects in appliances, fixtures and equipment. (See definitions, Section IV.)
- Defects in wiring, piping and ductwork in the electrical, plumbing, heating, cooling, ventilating and mechanical systems; and
- Major Structural Defects.

NOTE: New homes, no matter how carefully constructed, go through a period of normal settlement and shrinkage. During this period, hairline cracks, some wood shrinkage and warping and other minor matters may occur, much of which is unavoidable. Warrantor will assume no responsibility for these minor defects.

VI. Coverage During the Second Year

For the Second Year of the Protection Plan your home is warranted against the following:

- Defects in the electrical, plumbing, heating, cooling, ventilating and mechanical systems (See definitions, Section IV) exclusive of appliances, fixtures and equipment attached thereto; and
- Major Structural Defects.

VII. Coverage During Years Three Through Ten

From the beginning of the third year until the end of the tenth year, your home is insured against Major Structural Defects only.

VIII. HOW Quality Standards — Topic Index

The Quality Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials, the second section covers Systems, and the third covers Major Structural Defects. The Quality Standards are expressed in terms of performance standards. For easy comprehension, the format is designed as follows:

1. Possible Deficiency—a brief statement, in simple terms, of problems that may be encountered.

2. Performance Standard—a performance standard relating to a specific deficiency.

3. Responsibility—a statement of the corrective action required of the Warrantor to repair the deficiency, or a statement of Home Owner's maintenance responsibilities.

Workmanship and Materials, First Year Only	Page	Systems: First and Second Year	Page
Site Grading	23	Mechanical	30
Concrete	23	Electrical	31
Masonry	23		
Wood & Plastic	24	Major Structural Defects	31
Thermal and Moisture Protection	24		
Doors and Windows	24		
Finishes	26		
Sealants	26		
Exterior	28		
Mechanical	29		
Electrical	30		

Possible Deficiency	Standing water on stoops.
Performance Standard	Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.
Responsibility	Warrantor shall take corrective action to assure drainage of steps and stoops.
Topic: Masonry	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Basement or foundation wall cracks.
Performance Standard	Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width shall be repaired.
Responsibility	Warrantor will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year Warranty period.
Possible Deficiency	Cracks in masonry walls or veneer.
Performance Standard	Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8 inch in width are considered excessive.
Responsibility	Warrantor will repair cracks in excess of Performance Standard by pointing or patching. These repairs shall be made during the first year Warranty period. Warrantor will not be responsible for color variation between old and new mortar.
Topic: Wood and Plastic	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Floors squeak or subfloor appears loose.
Performance Standard	Floor squeaks and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed.
Responsibility	Warrantor will correct the problem only if caused by an underlying construction defect.
Possible Deficiency	Uneven wood floors.
Performance Standard	Floors shall not have more than 1/4 inch ridge or depression within any 32 inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the Approved building code.
Responsibility	Warrantor will correct or repair to meet Performance Standard.
Possible Deficiency	Bowed walls.
Performance Standard	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than 1/4 inch out of line within any 32 inch horizontal or vertical measurement.
Responsibility	Warrantor will repair to meet Performance Standard.
Possible Deficiency	Out-of-plumb walls.
Performance Standard	Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.
Responsibility	Warrantor will repair to meet the Performance Standard.
Topic: Finish Carpentry (Interior)	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Poor quality of interior trim workmanship.
Performance Standard	Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.
Responsibility	Warrantor will repair defective joints, as defined. Caulking is acceptable.
Topic: Finish Carpentry (Exterior)	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Poor quality of exterior trim workmanship.
Performance Standard	Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function.
Responsibility	Warrantor will repair open joints, as defined. Caulking is acceptable.
Topic: Thermal and Moisture Protection	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Leaks in basement.
Performance Standard	Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping installed by Owner, or failure of Owner to maintain proper grades are not covered by the Warranty. Damage to the walls or floors may occur in new construction and is not considered a deficiency.
Responsibility	Warrantor will take such action as necessary to correct basement leaks except where the cause is determined to result from Owner action or negligence.
Possible Deficiency	Insufficient insulation.
Performance Standard	Insulation shall be installed in accordance with applicable energy and building code requirements.
Responsibility	Warrantor will install insulation in sufficient amounts to meet Performance Standard.

Possible Deficiency	Split in door panel.
Performance Standard	Split panels shall not allow light to be visible through the door.
Responsibility	Warrantor will, if light is visible, fill split and match paint or stain as closely as possible, one time in first year Warranty period.
Possible Deficiency	Broken glass.
Performance Standard	None.
Responsibility	Broken glass not reported to the builder prior to closing is the Home Owner's responsibility.
Topic: Garage Doors on Attached Garages	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Garage doors fail to operate properly, under normal use.
Performance Standard	Garage doors shall operate properly.
Responsibility	Warrantor will correct or adjust garage doors as required, except where the cause is determined to result from Owner actions or negligence.
Possible Deficiency	Garage doors allow entrance of snow or water.
Performance Standard	Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.
Responsibility	Warrantor will adjust or correct garage doors to meet manufacturer's recommendations.
Topic: Windows	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Malfunction of windows.
Performance Standard	Windows shall operate with reasonable ease, as designed.
Responsibility	Warrantor will correct or repair as required.
Possible Deficiency	Condensation and/or frost on windows.
Performance Standard	Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions, created by the Home Owner within the home.
Responsibility	Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Warrantor's control. No corrective action required.
Topic: Weatherstripping and Seals	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Air infiltration around doors and windows.
Performance Standard	Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weatherstripping shall be adjusted or replaced. It may be necessary for the Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.
Responsibility	Warrantor will adjust or correct poorly fitted doors, windows, or poorly fitted weatherstripping.
Topic: Finishes	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Cracks in interior wall and ceiling surfaces.
Performance Standard	Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width shall be repaired.
Responsibility	Warrantor will repair cracks exceeding 1/8 inch in width as required; one time only, during the first year Warranty period. (See also "Painting.")
Possible Deficiency	Defects which appear during first year of Warranty such as nail pops, blisters in tape, or other blemishes.
Performance Standard	Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.
Responsibility	Warrantor will repair only cracks exceeding 1/8 inch in width, one time only, during the first year Warranty period. (See also "Painting.")
Possible Deficiency	Ceramic tile cracks or becomes loose.
Performance Standard	Ceramic tile shall not crack or become loose.
Responsibility	Warrantor will replace cracked tiles and re-secure loose tiles unless the defects were caused by the Owner's action or negligence. Warrantor will not be responsible for discontinued patterns or color variations in ceramic tile.
Possible Deficiency	Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub.
Performance Standard	Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.
Responsibility	Warrantor will repair grouting if necessary, one time only, during the first year Warranty period. Warrantor will not be responsible for color variations or discontinued colored grout. Regrouting of these cracks is a maintenance responsibility of the Home Owner within the life of the home.

Possible Deficiency	Open carpet seams.
Performance Standard	Carpet seams will show. However, no visible gap is acceptable.
Responsibility	Warrantor will correct.
Possible Deficiency	Carpeting becomes loose, seams separate or stretching occurs.
Performance Standard	Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.
Responsibility	Warrantor will re-stretch or re-secure carpeting as needed, if original installation was performed by Builder.
Possible Deficiency	Spots on carpet, minor fading.
Performance Standard	Exposure to light may cause spots on carpet and/or minor fading.
Responsibility	None.
Topic: Coatings	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Cracks in exterior stucco wall surfaces.
Performance Standard	Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.
Responsibility	Warrantor will repair cracks exceeding 1/8 inch in width, one time only, during the first year Warranty period.
Topic: Sidelights	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Inadequate ventilation of attic and crawl spaces.
Performance Standard	Attic and crawl spaces shall be ventilated as required by the approved building code.
Responsibility	The Builder shall provide for adequate ventilation. Warrantor will not be responsible for Home Owner alterations to the original system.
Topic: Fireplaces	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Fireplace or chimney does not draw properly.
Performance Standard	A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.
Responsibility	Warrantor will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.
Possible Deficiency	Chimney separation from structure to which it is attached.
Performance Standard	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2 inch from the main structure in any 10 foot vertical measurement.
Responsibility	Warrantor will determine the cause of separation and correct if standard is not met. Caulking is acceptable.
Possible Deficiency	Firebox paint chipped by fire.
Performance Standard	None.
Responsibility	None. Heat from fires will alter finish.
Possible Deficiency	Cracked firebrick and mortar joints.
Performance Standard	None.
Responsibility	None. Heat and flames from "roaring" fires will cause cracking.
Topic: Equipment	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Surface cracks, joint delaminations and chips in high pressure laminates on vanity and kitchen cabinet countertops.
Performance Standard	Countertops fabricated with high pressure laminate coverings shall not delaminate.
Responsibility	Warrantor will replace delaminated coverings to meet specified criteria. Warrantor will not be responsible for chips and cracks noted following first occupancy.
Possible Deficiency	Kitchen cabinet malfunctions.
Performance Standard	Warpage not to exceed 1/4 inch as measured from face frame to point of furthest warpage with door or drawer front in closed position.
Responsibility	Warrantor will correct or replace doors or drawer fronts.
Possible Deficiency	Gaps between cabinets, ceiling or walls.
Performance Standard	Acceptable tolerance 1/4 inch in width.
Responsibility	Warrantor will correct to meet Performance Standard.

Possible Deficiency	Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out".
Performance Standard	Fuses and circuit breakers shall not activate under normal usage.
Responsibility	Warrantor will check wiring circuits for conformity with local, state, or approved national electrical code requirements. Warrantor will correct circuitry not conforming to code specifications.
Topic: Switches and Fixtures	Coverage: 1st Year Only Area: Workmanship and Materials
Possible Deficiency	Drafts from electrical outlets.
Performance Standard	Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction.
Responsibility	None.
Possible Deficiency	Malfunction of electrical outlets, switches or fixtures.
Performance Standard	All switches, fixtures and outlets shall operate as intended.
Responsibility	Warrantor will repair or replace defective switches, fixtures and outlets.
Topic: Service and Distribution	Coverage: 1st Year Only Area: Systems
Possible Deficiency	Ground fault interrupter trips frequently.
Performance Standard	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.
Responsibility	Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.
Topic: Mechanical	Coverage: 1st and 2nd Year Area: Systems
Possible Deficiency	Water supply system fails to deliver water.
Performance Standard	All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.
Responsibility	Warrantor will repair if failure is the result of defective workmanship or materials. If conditions beyond Warrantor's control disrupt or eliminate the sources of the supply the Warrantor has no responsibility.
Topic: Septic Tank System	Coverage: 1st and 2nd Year Area: Systems
Possible Deficiency	Septic system fails to operate properly.
Performance Standard	Septic system shall be capable of properly handling normal flow of household effluent. Septic system shall be designed and installed to comply with state, county or local code regulations.
Responsibility	Warrantor will repair if failure is the result of defective workmanship or materials. Warrantor will not be responsible for malfunctions which occur through Owner negligence or abuse or from conditions that are beyond Warrantor's control, such as freezing, soil saturation, increase in water table, excessive use, etc. Owner shall be responsible for septic system maintenance.
Topic: Plumbing	Coverage: 1st and 2nd Year Area: Systems
Possible Deficiency	Leakage from any piping.
Performance Standard	No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.
Responsibility	Warrantor will make repairs to eliminate leakage.
Possible Deficiency	Stopped up sewers, fixtures and drains.
Performance Standard	Sewers, fixtures and drains shall operate properly.
Responsibility	Warrantor will not be responsible for sewers, fixtures and drains which are clogged through the Owner's negligence. If a problem occurs, the Owner should consult Warrantor for a proper course of action. Where defective construction is shown to be the cause, Warrantor will assume the cost of the repair; where Owner negligence is shown to be the cause, the Owner shall assume all repair costs.
Possible Deficiency	Refrigerant lines leak.
Performance Standard	Refrigerant lines shall not develop leaks during normal operation.
Responsibility	Warrantor will repair leaking refrigerant lines and re-charge unit, unless damage was caused by Owner.
Topic: Mechanical	Coverage: 1st and 2nd Year Area: Systems
Possible Deficiency	Ductwork separates or becomes unattached.
Performance Standard	Ductwork shall remain intact and securely fastened.
Responsibility	Warrantor will re-attach and re-secure all separated or unattached ductwork.

Possible Deficiency	Failure of wiring to carry its designed load.
Performance Standard	Wiring should be capable of carrying the designed load for normal residential use.
Responsibility	Warrantor will check wiring for conformity with local, state, or approved national electrical code requirements. Warrantor will repair wiring not conforming to code specifications.
Topic: Major Structural Defects: 1st Year Through 10th Year	Coverage: 1st Year Through 10th Year Area: Systems
Possible Deficiency	A "Major Structural Defect" is actual physical damage to the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsuitable or otherwise uninhabitable.
Performance Standard	1. Foundation systems and footings; 2. Beams; 3. Girders; 4. Lintels; 5. Columns; 6. Walls and partitions; 7. Floor systems; and 8. Roof framing systems.
Responsibility	Repair of a Major Structural Defect is limited (1) to the repair of damage to the load-bearing elements of the home themselves which is necessary to restore their load-bearing ability and (2) to the repair of those items of the home damaged by the Major Structural Defect which make the home unsafe, unsuitable or otherwise uninhabitable.
Possible Deficiency	Damage to the following non-load bearing elements do not constitute a major structural defect (See Note 1): a. Roof shingles and sheathing; b. Dry wall and plaster; c. Exterior siding; d. Brick, stone or stucco veneer; e. Subfloor and flooring materials; f. Wall tile or other wall coverings; g. Non-load bearing partitions; h. Concrete floors in attached garages and basements that are built separate from foundation walls or other structural elements of the home; i. Electrical, heating, cooling, ventilation, mechanical, and plumbing system; appliances, equipment, fixtures, paint, doors, windows, trim, cabinet, hardware and insulation.
Performance Standard	NOTE 1: In the event of a Major Structural Defect occurring in the first year of coverage, repairs will also include correction of items necessary to bring the home into compliance with the Approved Standards.
Responsibility	The unsafe, unsuitable, or otherwise uninhabitable criteria, under Major Structural Defect is limited only to the repair of plumbing, waste, gas, oil and electric lines, ductwork, heating systems, and other items that affect the health or safety of the occupants of the home, which were damaged by the Major Structural Defect.
Appendix A — Model Codes	
Building Codes	• BOCA Basic Building Code, Building Officials & Code Administrators International, Inc. • National Building Code, American Insurance Association • Standard Building Code, Southern Building Code Congress • Uniform Building Code, International Association of Plumbing & Mechanical Officials • One and Two Family Dwelling Code, Under the Nationally Recognized Model Codes
Mechanical Codes	• Standard Mechanical Code, Southern Building Code Congress • Standard Plumbing Code, Southern Building Code Congress • Association of Plumbing & Mechanical Officials • BOCA Basic Plumbing Code, Building Officials & Code Administrators International, Inc. • Electrical Code for One and Two Family Dwellings, National Fire Protection Association • National Electrical Code, National Fire Protection Association

INTRODUCTION

The limited warranty program is described in this document. Section A describes the protection which this program affords to the purchaser; Section B defines the terms used in this document and sets forth the exclusions from the program; Section C sets forth the warranty standards which will govern the interpretation and operation of the program. This Limited Warranty includes a procedure for informal settlement of disputes, see Section 7, page 8. Additional information may be received by calling RWC at 717-763-1771. Collect calls accepted. You should read this agreement in its entirety in order to understand the protection which it provides, the exclusions which are applicable to it, and the warranty standards which will govern its interpretation and operation. It should be understood by the purchaser that every newly constructed home needs maintenance and that it is the purchaser's responsibility to maintain the home, not the Builders. Any damage or defect caused or worsened by neglect, abnormal use or improper maintenance and operation on the part of the purchaser will not be covered by this agreement. This warranty is automatically transferable to subsequent Purchasers during the ten year term as specified in this agreement.

SECTION A: THE LIMITED WARRANTY PROGRAM

The Residential Warranty Corporation (RWC) and the Builder are the warrantors. RWC is the company which will administer the program for its participating Builders. RWC has insurance coverages backing this Limited Warranty Agreement. The insurance policy(ies) may be inspected at any time, at RWC, during regular business hours.

1. Protection Provided. The limited warranty program provides you with the following protection:

(a) YEAR ONE COVERAGE

Commencing on the effective date of warranty as specified in the cover page, and subject to the terms and conditions listed herein, your Builder warrants that for a period of one year your home will be free from defects due to nonconformity with the WARRANTY STANDARDS set forth in Section C of this document. With respect to fixtures, appliances and items of equipment, the warranty is for one year or the manufacturer's written warranty period, whichever is less.

(b) YEARS ONE AND TWO COVERAGE

Commencing on the effective date of warranty as specified in the cover page, and subject to the terms and conditions listed herein, your Builder warrants that for a period of two years, your home will have no Major Structural Defects (as that term is defined in Section B of this document) and that your home's cooling, heating, ventilating, electrical and plumbing systems will be free from defects due to nonconformity with the WARRANTY STANDARDS set forth in Section C of this document.

(c) YEARS THREE THROUGH TEN COVERAGE

Commencing at the beginning of the third year following the effective date of warranty as specified on the cover page, and subject to the terms and conditions listed herein, RWC and its insurance coverages protect your home for a period of eight years against loss covered by Major Structural Defects, as that term is defined in Section B of this document.

2. Condominium Coverage - Common Elements

If your home is a condominium, coverage will include common elements of the condominium structure used for the residents of the structure, such as hallways, meeting rooms or other spaces, and any part of the cooling, ventilating, heating, electrical or plumbing systems that service two or more residential units. Common elements will be covered for the same periods and to the same extent as comparable items which are part of individual homes.

3. Builder's Responsibility and Purchaser's Rights: Years One and Two

If a defect in your home arises due to nonconformity with the WARRANTY STANDARDS during the first year, or if a defect in your home's cooling, heating, ventilating, electrical or plumbing systems arises due to nonconformity with the WARRANTY STANDARDS during the first two years, the Builder will repair, replace or pay you the reasonable cost of repairing or replacing the defective item; if a Major Structural Defect arises in your home during the first two years, the Builder will repair or replace or pay you the reasonable cost of repair or replacing the defective item, limited to such actions as are necessary to restore load-bearing capability of the load-bearing components and to repair those elements of the home damaged by the Major Structural Defect which make the home unsafe or uninhabitable.

4. Conditions Affecting Builder's Responsibility and Purchaser's Rights

If in each instance, the Builder's responsibility is subject to the following:

(a) The decision whether to repair or replace, or to pay you the reasonable cost of repair or replacement, is the Builders.

(b) The Builder's total liability is limited to and shall not exceed the sales price listed on the cover page.

(c) If your Builder does not fulfill his obligation under this agreement, RWC and its insurance coverages will be responsible for his obligations, subject to a one-time deductible of \$225.00.

(d) Actions taken to cure defects hereunder will not extend the specified periods of coverage.

(e) When your Builder finishes repairing or replacing the defect, or pays you the reasonable cost of doing

accepting the decision. If the decision places a time period on your Builder's performance, the time allowed will be measured from the date RWC receives your acceptance of the decision. Sixty days will be the standard time for compliance.
(f) Rejection of Decision
If you decide not to accept the decision within the thirty days provided for acceptance, your Builder is under no obligation to perform in accordance with the decision.
(g) Additional Protection: RWC and its Insurance Coverages
If your Builder does not fulfill his obligation under this agreement, RWC and its insurance coverages will be responsible for his obligations.
(h) Notice of Claim to RWC: Time of Notice
If you have a direct claim as a result of a Major Structural Defect occurring during the third through tenth years hereunder, you should notify RWC and RWC will investigate the claim. All such claims must be presented to RWC, not the Builder, and should be in writing, sent certified mail, return receipt requested, within a reasonable time after the Major Structural Defect arises but in no event later than thirty days after the expiration of the warranty term. Claims received after this period will not be honored.
8. General Terms and Conditions Affecting This Agreement
Certain terms and conditions of general applicability will govern the interpretation and operation of this agreement. Those terms and conditions are:
(a) Your Builder must assign to you all manufacturers' warranties on products included in the sales price of your home.
(b) This agreement is separate and apart from and cannot be affected by your contract with your Builder. It cannot be altered or amended in any way by any other agreement which you may have.
(c) All notices required hereunder must be in writing and sent by certified mail, postage prepaid, to the recipient at the respective address shown on the cover page, or to whatever other address the party may designate in writing.
(d) Should any provision of this agreement be determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
(e) This agreement is binding on the Builder and the purchaser, his heirs, executors, administrators, successors and assigns.
(f) This agreement shall be interpreted and enforced in accordance with the laws of the state in which the home is located.
(g) This agreement cannot be modified, altered or amended in any way except by a formal written instrument signed by all of the parties hereto.
(h) Whatever timely performance is called for hereunder, the time therefore shall be extended to the extent performance is delayed by an event not caused by the conduct of the person obligated to perform. Such events include acts of God or the common enemy, war, riot, civil commotion or sovereign conduct.
(i) Whenever appropriate, it is intended that the use of one gender herein includes all genders and the singular includes the plural.
SECTION B. DEFINITIONS AND EXCLUSIONS
1. DEFINITIONS
For the purpose of this agreement, the following terms shall have the meanings set forth herein:
(a) Purchaser. The purchaser shall include the first purchaser and any and all successors in title (leases having a leasehold interest in the home of at least fifty years and a mortgage in possession.
(b) Builder. The person, corporation, partnership or other entity which is a participating member of RWC and which obtained this agreement for the purchaser.
(c) Home. A single family dwelling, a two-or-more unit structure which may be conveyed as a single unit and the common elements which comprise the building in which a condominium unit is situated and which it shares in common with other units in the building.



Revised July 15, 1986
Exhibit #10

PROJECTED CONSTRUCTION SCHEDULE FOR LAKESIDE P.U.D.

1986-88	- Plan, engineer, construct major sewer interceptor, water mains, and Lakeside Drive from Owings Mills Boulevard and the mall area up to the entrance to Lakeside.
Spring 1988	- Begin grading in parcels 1A, 1B, 2A, 3F & 3G.
Spring 1989	- Begin deliveries of life care residences, garden apartments, townhouses, high rise residences and 30,000 SF office building in area 1B.
1989-1995	- Complete development of area 3 (total of 2100 units) at rate of 300 units/year.
1989-1995	- Life Care Area (2A, 2B) Approximately 1400 units in mid rise, cottage, nursing home, etc. Deliver approximately 200/year.
1994	- Begin grading area 5.
2000	- Complete delivery of all 1760 residences in area 5, at rate of 300 units/year.

Retail/Commercial/Office Development

We plan to begin development of the Village Center with approximately 37,000 SF of offices, the Inn, the recreational complex, gas station, and fast food restaurant in 1990. Completion is expected in late 1992.

This construction may vary depending on the economic conditions of the market and could begin sooner or later than 1990.

9505 REISTERSTOWN ROAD • OWINGS MILLS, MARYLAND 21117 • (301) 363-HOME



Revised July 15, 1986
Exhibit #11

ESTIMATED EMPLOYMENT AT LAKESIDE

1986-88	- 25 engineers, surveyors, planning coordinators for Lakeside
1988-2000	- 900 construction jobs annually
1990 +	- 150 office jobs (30,000 SF Bancroft Homes office building)
1992 +	- 192 retail jobs 82 supermarket jobs 190 office jobs (38,000 SF additional office space) 100 hotel jobs, estimate 60 recreational facility jobs (30,000 SF facility) 25 gas station jobs 100 fast food jobs
Total:	794

RESIDENTIAL POPULATION ESTIMATES AT LAKESIDE - 1989-2001

These estimates include Life Care and other residential units through 1995. After 1995, units are only residential and are based on 2.5 residents per unit.

	Units/Per Year	Total Population
1989	500 (200 LC)	1,050
1990	500 "	2,100
1991	500 "	3,150
1992	500 "	4,200
1993	500 "	5,250
1994	500 "	6,300
1995	950 (200 LC) LC Complete	8,475
1996	300	9,225
1997	300	9,975
1998	300	10,725
1999	300	11,475
2000	350	12,350

(Continued)

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Page Two

These estimates are round numbers only. Production may vary from year to year based on economic factors and other conditions. Life care or elderly units calculated at 1.5 per residence. All others calculated at 2.5 per residence.

These populations may change based on the number of life care units built.

*The 2.5 per household figure comes from Round 3 Cooperative Forecasting Project Baltimore County average household size for Owings Mills.

TRUE COPY - TEST:

SECTION	SUBJECT	PAGE	SECTION	SUBJECT	PAGE
I	Introduction	21	V	Coverage During the First Year	22
II	Home Owner Responsibilities	21	VI	Coverage During the Second Year	22
III	Exclusions	21	VII	Coverage During Years Three Through Ten	22
IV	Definitions	22	VIII	HOW Quality Standards	22

I. Introduction

The Home Owners Warranty Corporation (HOW) and your registered HOW builder have provided your new home with a ten year protection plan, a plan backed by the HOW Home Warranty and Insurance Documents, that is extended to you and to subsequent purchasers of your home during the period that the Home Warranty and Insurance are in force.

Please read this HOW Home Warranty and Insurance Document carefully. It is intended to acquaint you with the extent of coverage and the responsibilities HOW and your builder have assumed. Also note that coverage and some items vary within the 10-year period and some items rely on proper maintenance by you, the Home Owner, to prevent damage and ensure proper functioning of your home and its various systems. The information in Section VIII, the Quality Standards, provides the basis for determining the validity, under the HOW Program, of coverage of deficiencies or defects that may occur.

The HOW Approved Standards also require that homes be built in compliance with local building codes. In local areas where no building codes are in effect, or where the existing codes are found unacceptable, one of the following will apply:

- (A) The Minimum Property Standards of the U.S. Department of Housing and Urban Development (HUD);
- (B) HOW approved codes to cover building, mechanical, plumbing, and electrical (See Appendix A);
- (C) The codes of a nearby HOW approved jurisdiction.

In each case, the HOW Corporation will approve the applicable code and inspection system, or establish an inspection system to monitor adherence to the applicable codes.

Your Builder is also required to construct your home in compliance with any Special Standards that HOW develops for any region of the country.

The Quality Standards (Section VIII) list defects that may be found in new homes, and outline the extent of the Warrantor's responsibility for correcting each of the defects. These standards are intended to specify performance standards for home construction and to determine the validity of home owner complaints related to defective workmanship, materials, and systems during the initial warranty period.

When minimum performance standards or specific tolerances for construction items have not been given in these Quality Standards, Builders shall construct homes in accordance with accepted industry practice for materials and workmanship. The validity of any home owner complaint for defects for which a standard has not been enumerated herein shall be determined on the basis of accepted industry practice and the settling of any dispute concerning such complaint shall be conducted accordingly.

II. Home Owner Responsibilities

Your new home requires an active maintenance effort on your part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. One of the more typical problems encountered by new home owners is water damage to exterior, or failure of the home owner to maintain the proper drainage away from the home. It is your responsibility to maintain, in this instance, a proper grade around the home that will ensure the continued movement of surface water away from the home.

Excessive entrance of water around the foundation can cause soil movement and serious damage. Excessive water entrance and areas near the foundation will not be considered an eligible claim.

Various regional areas of the country have local maintenance problems. Home owners are encouraged to discuss specific maintenance responsibilities with their builders.

Additional home owner responsibilities are included herein under specific topics in Section VIII, Quality Standards.

NOTE: Damage caused or made worse by home owner negligence, improper maintenance and/or operation will not be covered.

III. Exclusions

Certain exclusions are listed in the Home Warranty and Insurance Documents which state that the following items are not covered:

- a. Defects in outbuildings including detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the home), swimming pools and other recreational facilities, shrubs, trees, and plantings; off-site improvements or any other improvements not a part of the home itself.
- b. After the first year, concrete floors of basements and concrete floors of attached garages that are built separate from foundation walls or other structural elements of the home.
- c. Damage to real property which is not part of the home covered by the Home Warranty and which is not included in the purchase price of the home.
- d. Any damage to the extent it is caused or made worse by:
 - Negligence, improper maintenance or improper operation by anyone other than the Builder or its employees, agents, or subcontractors; or
 - Failure by anyone other than the Builder or its employees, agents, or subcontractors to comply with the Warranty requirements of manufacturers or appliance, equipment or fixtures; or
 - Failure by the Purchaser to give notice to the Builder or HOW of any defects within a reasonable time; or
 - Changes of the grading of the ground by anyone other than the Builder, its employees, agents, or subcontractors; or
 - Changes, alterations, or additions made to the home by anyone after initial occupancy, except those performed by the Builder, or its employees, agents, or subcontractors; or
 - Damages or condemnation due to the failure of the Purchaser to maintain adequate ventilation.
- e. Any loss or damage which Purchaser, wherever feasible, has not taken timely action to minimize.
- f. Action for HOW Protection) supplied by anyone other than the Builder, or its employees, agents, or subcontractors.
- g. Normal wear and tear or normal deterioration.

Workmanship and Materials: First Year Only

Topic: Site Work	Coverage: 1st Year Only	Area: Workmanship and Materials
Site Grading		
Possible Deficiency	Settling of ground around foundation, utility trenches or other areas.	
Performance Standard	Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the home.	
Responsibility	If the Builder has provided final grading upon request by the Owner, Warrantor shall fill settled areas affecting proper drainage, one time only, during the first year Warranty period. Owner shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of such fill.	
Site Drainage		
Possible Deficiency	Improper drainage of the site.	
Performance Standard	The necessary grades and swales shall have been established by the Builder to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except that in swales which drain other areas, or in areas where pump pumps discharge, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the Home Owner. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.	
Responsibility	The Builder is responsible only for initially establishing the proper grades and swales. Owner is responsible for maintaining such grades and swales once they have been properly established by the Builder.	
Topic: Concrete	Coverage: 1st Year Only	Area: Workmanship and Materials
Expansion and Contraction Joints		
Possible Deficiency	Separation or movement of concrete slabs within the structure at expansion and contraction joints.	
Performance Standard	Concrete slabs within the structure are designed to move at expansion and contraction joints.	
Responsibility	None.	
Cracks in Foundation		
Possible Deficiency	Basement or foundation wall cracks.	
Performance Standard	Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired.	
Responsibility	Warrantor will repair cracks in excess of 1/8 inch width.	
Cracking of Basement Floor		
Possible Deficiency	Cracking of basement floor.	
Performance Standard	Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.	
Responsibility	Warrantor will repair cracks exceeding maximum tolerances by surface patching or other methods as required.	
Cracking of Slab in Attached Garage		
Possible Deficiency	Cracking of slab in attached garage.	
Performance Standard	Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.	
Responsibility	Warrantor will repair cracks exceeding maximum tolerances by surface patching or other methods as required.	
Uneven Concrete Floors/Slabs		
Possible Deficiency	Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.	
Responsibility	Warrantor will correct or repair to meet the Performance Standard.	
Cracks in Concrete Slab-on-grade Floors with Finish Flooring		
Possible Deficiency	Cracks which rupture the finish flooring material shall be repaired.	
Performance Standard	Warrantor will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. (See also "Finishes.")	
Responsibility	Pitting, scaling or spalling of concrete work covered by Warranty.	
Possible Deficiency	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.	
Performance Standard	Warrantor will take whatever corrective action necessary to repair or replace defective concrete surfaces. Warrantor is not responsible for deterioration caused by salt, chemicals, mechanical impurities and other factors beyond its control.	
Responsibility	Setting, heaving, or separating of stoops, steps, or garage floors.	
Possible Deficiency	Stoops, steps or garage floors shall not settle, heave, or separate in excess of 1 inch from the house structure.	
Performance Standard	Warrantor will take whatever corrective action is required to meet the Performance Standard.	

Topic: Doors and Windows	Coverage: 1st Year Only	Area: Workmanship and Materials
Levers and Vents		
Possible Deficiency	Leaks due to snow or rain driven into the attic through levers or vents.	
Performance Standard	Attic vents and/or levers must be provided in order to properly ventilate your house.	
Responsibility	None.	
Roofing and Siding		
Possible Deficiency	Ice build-up on roof.	
Performance Standard	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.	
Responsibility	Prevention of ice build-up on the roof is an Owner maintenance item.	
Possible Deficiency	Roof or flashing leaks.	
Performance Standard	Roofs or flashing shall not leak under normal anticipated conditions, except where cause is determined to result from ice build-up or Owner actions or negligence.	
Responsibility	Warrantor will repair any verified roof or flashing leaks not caused by ice build-up or Owner actions or negligence.	
Standing Water on Flat Roof		
Possible Deficiency	Standing water on flat roof.	
Performance Standard	Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.	
Responsibility	Warrantor will take corrective action to assure proper drainage of roof.	
Possible Deficiency	Delamination of veneer siding or joint separation.	
Performance Standard	All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and delaminations shall be repaired or replaced.	
Responsibility	Warrantor will repair or replace siding as needed unless caused by Owner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Owner can expect that the newly painted surface may not match original surface in color.	
Sheet Metal		
Possible Deficiency	Gutters and/or downspouts leak.	
Performance Standard	Gutters and downspouts shall not leak but gutters may overflow during heavy rain.	
Responsibility	Warrantor will repair leaks. It is the Home Owner's responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.	
Water Standing in Gutters		
Possible Deficiency	Water standing in gutters.	
Performance Standard	When gutter is unobstructed by debris, the water level shall not exceed 1 (one) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.	
Responsibility	Warrantor will correct to meet Performance Standard.	
Sealants		
Possible Deficiency	Leaks in exterior walls due to inadequate caulking.	
Performance Standard	Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.	
Responsibility	Warrantor will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the first year Warranty period. Even properly installed caulking will shrink and must be maintained by the Home Owner during the life of the home.	
Topic: Doors and Windows	Coverage: 1st Year Only	Area: Workmanship and Materials
Wood and Plastic Doors		
Possible Deficiency	Warpage of exterior doors.	
Performance Standard	Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).	
Responsibility	Warrantor will correct or replace and refinish defective doors, during the first year Warranty period.	
Possible Deficiency	Warpage of interior passage and closet doors.	
Performance Standard	Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch).	
Responsibility	Warrantor will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.	
Possible Deficiency	Shrinkage of inset panels show raw wood edges.	
Performance Standard	Inset panels will shrink and expand, and may expose unpainted surface.	

Topic: Finished Wood Flooring	Coverage: 1st Year Only	Area: Workmanship and Materials
Possible Deficiency	Cracks developing between floor boards.	
Performance Standard	Cracks in excess of 1/8 inch in width shall be corrected.	
Responsibility	Warrantor will repair cracks in excess of 1/8 inch within the first year Warranty period, by filling or replacing, at Warrantor's option.	
Resilient Flooring		
Possible Deficiency	Nail pops appear on the surface of resilient flooring.	
Performance Standard	Readily apparent nail pops shall be repaired.	
Responsibility	Warrantor will correct nail pops which have broken the surface. Warrantor will repair or replace, at Warrantor's option, resilient floor covering in the affected area with similar material. Warrantor will not be responsible for discontinued patterns or color variations in the floor covering.	
Possible Deficiency	Depressions or ridges appear in the resilient flooring due to subfloor irregularities.	
Performance Standard	Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.	
Responsibility	Warrantor will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Warrantor will not be responsible for discontinued patterns or color variations in floor covering.	
Possible Deficiency	Resilient flooring loses adhesion.	
Performance Standard	Resilient flooring shall not lift, bubble or become unglued.	
Responsibility	Warrantor will repair or replace, at Warrantor's option, the affected resilient flooring as required. Warrantor will not be responsible for discontinued patterns of color variation of floor covering, or for problems caused by Owner neglect or abuse.	
Possible Deficiency	Seams or shrinkage gaps show at resilient flooring joints.	
Performance Standard	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials meet, a gap not to exceed 1/8 inch is permissible.	
Responsibility	Warrantor will repair or replace, at Warrantor's option, the affected resilient flooring as required. Warrantor will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by owner neglect or abuse.	
Painting		
Possible Deficiency	Exterior paint or stain peels, deteriorates or fades.	
Performance Standard	Exterior paints or stains should not fail during the first year Warranty period. However, fading is normal and the degree is dependent on climatic conditions.	
Responsibility	If paint or stain is defective, Warrantor will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.	
Possible Deficiency	Painting required as corollary repair because of other work.	
Performance Standard	Repairs required under this Warranty shall be finished to match surrounding areas as closely as practicable.	
Responsibility	Warrantor will finish repair areas as indicated.	
Possible Deficiency	Deterioration of varnish or lacquer finishes.	
Performance Standard	Natural finishes on interior woodwork shall not deteriorate during the first year of ownership. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Warranty.	
Responsibility	Warrantor will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible.	
Possible Deficiency	Mildew or fungus on painted surfaces.	
Performance Standard	Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake, or river front).	
Responsibility	Mildew or fungus formation is a condition Warrantor cannot control and is a Home Owner maintenance item, unless it is a result of non-compliance with other sections of the Quality Standards.	
Wall Covering		
Possible Deficiency	Peeling of wall covering.	
Performance Standard	Peeling of wall covering shall not occur.	
Responsibility	Warrantor will repair or replace defective wall covering applications.	
Possible Deficiency	Edge mismatching in pattern of wall covering.	
Performance Standard	None.	
Responsibility	None.	

Topic: Mechanical	Coverage: 1st Year Only	Area: Workmanship and Materials
Water Supply System		
Possible Deficiency	Plumbing pipes freeze and burst.	
Performance Standard	Drain, waste and vent water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.	
Responsibility	Warrantor will correct situations not meeting the code. It is the Home Owner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.	
Plumbing		
Possible Deficiency	Faucet or valve leak.	
Performance Standard	No valve or faucet shall leak due to defects in material or workmanship.	
Responsibility	Warrantor will repair or replace the leaking faucet or valve.	
Possible Deficiency	Defective plumbing fixtures, appliances or trim fittings.	
Performance Standard	Fixtures, appliances or fittings shall comply with their manufacturer's standards.	
Responsibility	Warrantor will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.	
Possible Deficiency	Noisy water pipes.	
Performance Standard	There will be some noise emanating from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.	
Responsibility	Warrantor cannot remove all noises due to water flow and pipe expansion. Warrantor will correct to eliminate "water hammer."	
Possible Deficiency	Cracking or chipping of porcelain or fiberglass sinks.	
Performance Standard	Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.	
Responsibility	Warrantor will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy.	
Heating		
Possible Deficiency	Inadequate heating.	
Performance Standard	Heating system shall be capable of producing an inside temperature of 70°F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.	
Responsibility	Warrantor will correct heating system to provide the required temperatures. However, Owner shall be responsible for balancing dampers, registers and other minor adjustments.	
Refrigeration		
Possible Deficiency	Inadequate cooling.	
Performance Standard	Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78°F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95°F, a differential of 15°F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.	
Responsibility	Warrantor will correct cooling system to meet temperature conditions, in accordance with specifications.	
Condensation Lines		
Possible Deficiency	Condensation lines clog up.	
Performance Standard	None.	
Responsibility	Condensation lines will clog eventually under normal use. This is a Home Owner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.	
Evaporative Cooling		
Possible Deficiency	Improper mechanical operation.	
Performance Standard	Equipment shall function properly at temperature standard set.	
Responsibility	Warrantor will correct and adjust so that blower and water system operate as designed.	
Air Ductwork		
Possible Deficiency	Noisy ductwork.	
Performance Standard	When metal is heated it expands and when cooled it contracts. The result is "clicking" or "cracking" which is generally to be expected.	
Responsibility	None.	
Possible Deficiency	Oilcanning.	
Performance Standard	The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oilcanning" is not acceptable.	

3B
HIGH DENSITY HOUSING
4 - 10 STORIES
TYP. 12, 14
TYP. 14 SHOWN IN THIS EXAMPLE

3C
MEDIUM DENSITY HOUSING
TYP. 5 - 10
TYP. 5 & 9 SHOWN IN THIS EXAMPLE

3A
HIGH DENSITY HOUSING
30 - 35 STORIES
TYP. 13, 15
TYP. 13 SHOWN IN THIS EXAMPLE

3E
MEDIUM DENSITY HOUSING
TYP. 5 - 10
TYP. 9 SHOWN IN THIS EXAMPLE

WATERFRONT RECREATION

4A
RECREATION AND
TENNIS COMPLEX

5 STORY INN WITH RESTAURANT
AND CONFERENCE FACILITY

PROPOSED DAM

3F
HIGH DENSITY HOUSING
4 - 10 STORIES
TYP. 12, 14
TYP. 12 SHOWN IN THIS EXAMPLE

3D
MEDIUM DENSITY HOUSING
TYP. 1 - 10
TYP. 1, 2, 3, & 4 SHOWN
IN THIS EXAMPLE

4A
VILLAGE CENTER -
RETAIL AND OFFICE

4B
INSTITUTIONAL
INTERFAITH AND DAYCARE CENTER
SHOWN IN THIS EXAMPLE

3G
MEDIUM DENSITY HOUSING
TYP. 2, 5 - 10
TYP. 8 SHOWN IN THIS EXAMPLE

AREAS 3 & 4
ILLUSTRATIVE PLAN

SCALE: 1" = 100'

LAKESIDE

A PLANNED UNIT DEVELOPMENT

THIS PLAN FOR ILLUSTRATIVE PURPOSES ONLY.

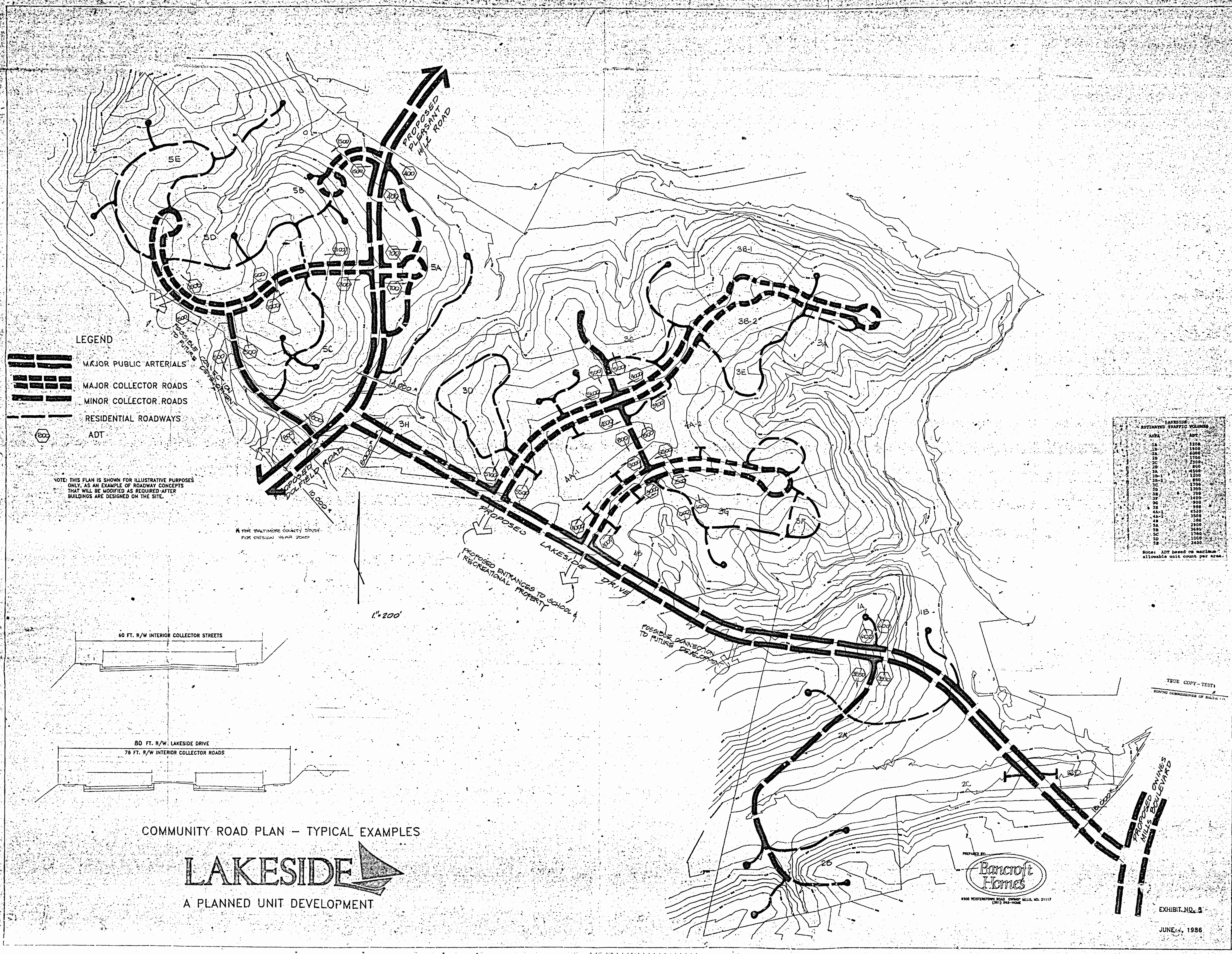
NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES
ONLY, AS AN EXAMPLE OF AREAS 3 AND 4 CONCEPTS
THAT WILL BE MODIFIED AS REQUIRED AFTER
BUILDINGS ARE DESIGNED ON THE SITE.



8309 REDBURN ROAD, CHILMARK, MA 01917
(508) 545-1000

EXHIBIT NO. 9
JUNE 4, 1986

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ZONING COMMISSIONER OF BALTIMORE



LEGEND

- MAJOR PUBLIC ARTERIALS
- MAJOR COLLECTOR ROADS
- MINOR COLLECTOR ROADS
- RESIDENTIAL ROADWAYS
- ADT

NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AS AN EXAMPLE OF ROADWAY CONCEPTS THAT WILL BE MODIFIED AS REQUIRED AFTER BUILDINGS ARE DESIGNED ON THE SITE.

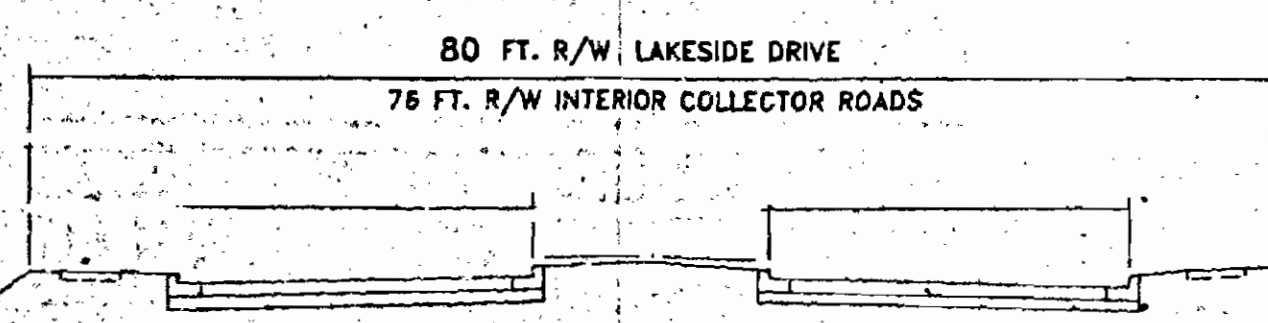
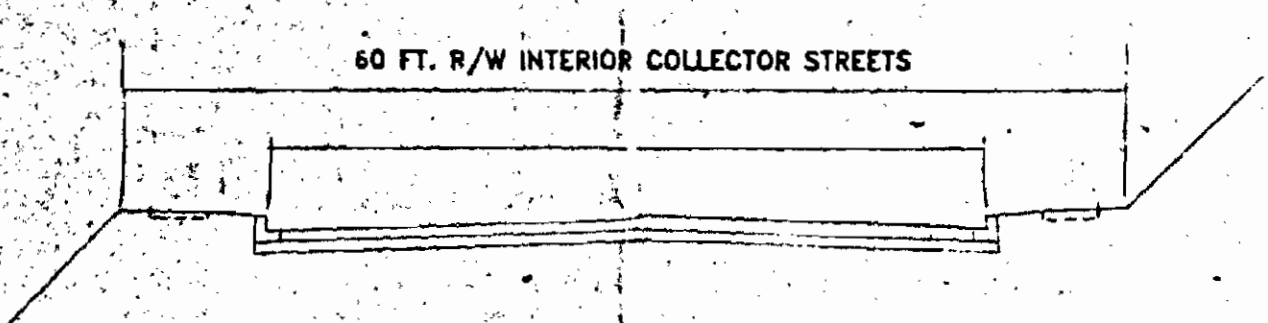
PER BALTIMORE COUNTY DIVISION FOR DESIGN YEAR 2010

1" = 200'

ESTIMATED TRAFFIC VOLUMES

AREA	ADT
1A	1200
1B	1800
2A	2000
2B	1700
2C	2300
2D	800
3A	1200
3B-1	800
3B-2	1700
3C	1300
3D	1300
3E	700
3F	1400
3G	900
3H	900
4A-1	4300
4A-2	1500
4B	300
4C	2900
4D	1600
4E	1700
4F	1000
4G	2400

Notes: ADT based on maximum allowable unit count per area.



COMMUNITY ROAD PLAN - TYPICAL EXAMPLES

LAKESIDE
A PLANNED UNIT DEVELOPMENT



TRUE COPY - TEST
ZONING COMMISSIONER OF BALTIMORE

EXHIBIT NO. 3
JUNE 14, 1986

DESIGN CONCEPT

IDENTIFY THE ENTRANCE INTO EACH NEIGHBORHOOD

SCALE AND CHARACTER OF SIGNAGE SHOULD BE APPROPRIATE TO THAT OF THE RESIDENTIAL UNIT

MATERIALS AND DETAILING SHALL FOLLOW THE THEME SET FOR THE COMMUNITY AS A WHOLE (IE: WOOD, MASONRY, ETC.)

SIGN LOCATION SHALL ALLOW FOR CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC

SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN COFFER AND THE SIGN LOCATED AND ARRANGED TO AVOID GLARE OR REFLECTION ON HIGHWAY OR INTO THE PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES

SIGNAGE WILL BE APPROPRIATELY FINED TO THE INTERNAL AND FIVE LANE OF THE COMMUNITY

LETTER SIZE 6-12" WOOD SIGN ON CONCRETE BASE

RATIO/TERMINATES

MID/HIGH RISE NEIGHBORHOOD ENTRY

INTERIOR PUBLIC ROAD

DOUBLE FACED SIGN ON ISLAND

TYPICAL PLAN LOCATIONS

ENTRY SIGN NEIGHBORHOOD

DESIGN CONCEPT

SIGNAGE SHALL HAVE A COMMON THEME AND CREATE AND REINFORCE AN IDENTITY FOR THE COMMUNITY

SCALE AND CHARACTER OF SIGNAGE SHOULD BE APPROPRIATE TO THAT OF THE RESIDENTIAL UNIT

MATERIALS SHOULD PROVIDE FOR A SOUND FOUNDATION WITH WOOD OR METAL

ALLOW CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC

SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN COFFER AND THE SIGN LOCATED AND ARRANGED TO AVOID GLARE OR REFLECTION ON HIGHWAY OR INTO THE PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES

SIGNAGE WILL BE APPROPRIATELY FINED TO THE INTERNAL AND FIVE LANE OF THE COMMUNITY

TYPICAL PLAN LOCATIONS

ENTRY SIGN NEIGHBORHOOD

DESIGN CONCEPT

IDENTIFY THE ENTRANCE INTO EACH NEIGHBORHOOD

SCALE AND CHARACTER OF SIGNAGE SHOULD BE APPROPRIATE TO THAT OF THE RESIDENTIAL UNIT

MATERIALS AND DETAILING SHALL FOLLOW THE THEME SET FOR THE COMMUNITY AS A WHOLE (IE: WOOD, MASONRY, ETC.)

SIGN LOCATION SHALL ALLOW FOR CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC

SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN COFFER AND THE SIGN LOCATED AND ARRANGED TO AVOID GLARE OR REFLECTION ON HIGHWAY OR INTO THE PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES

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TYPICAL PLAN LOCATIONS

ENTRY SIGN NEIGHBORHOOD

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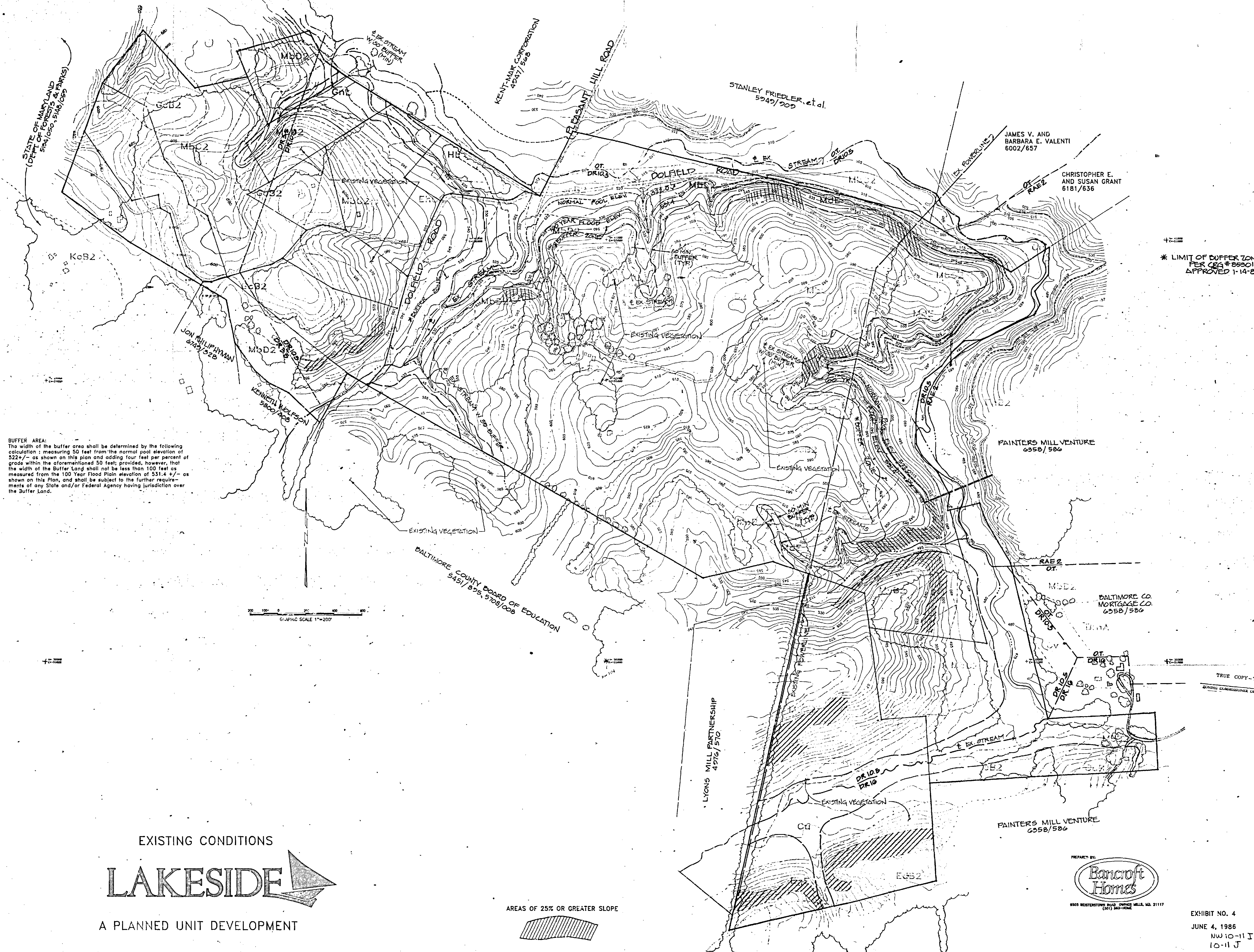
SIGN LOCATION SHALL ALLOW FOR CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC

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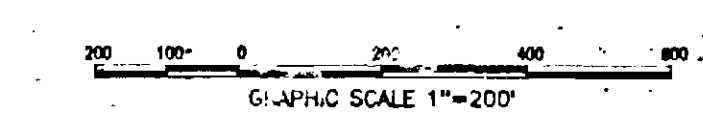
SIGNAGE WILL BE APPROPRIATELY FINED TO THE INTERNAL AND FIVE LANE OF THE COMMUNITY

TYPICAL PLAN LOCATIONS

ENTRY SIGN NEIGHBORHOOD



BUFFER AREA:
The width of the buffer area shall be determined by the following calculation: measuring 50 feet from the normal pool elevation of 522+/- as shown on this plan and adding four feet per percent of grade within the aforementioned 50 feet; provided, however, that the width of the Buffer Land shall not be less than 100 feet as measured from the 100 Year Flood Plain elevation of 531.4 +/- as shown on this Plan, and shall be subject to the further requirements of any State and/or Federal Agency having jurisdiction over the Buffer Land.



EXISTING CONDITIONS

LAKESIDE

A PLANNED UNIT DEVELOPMENT

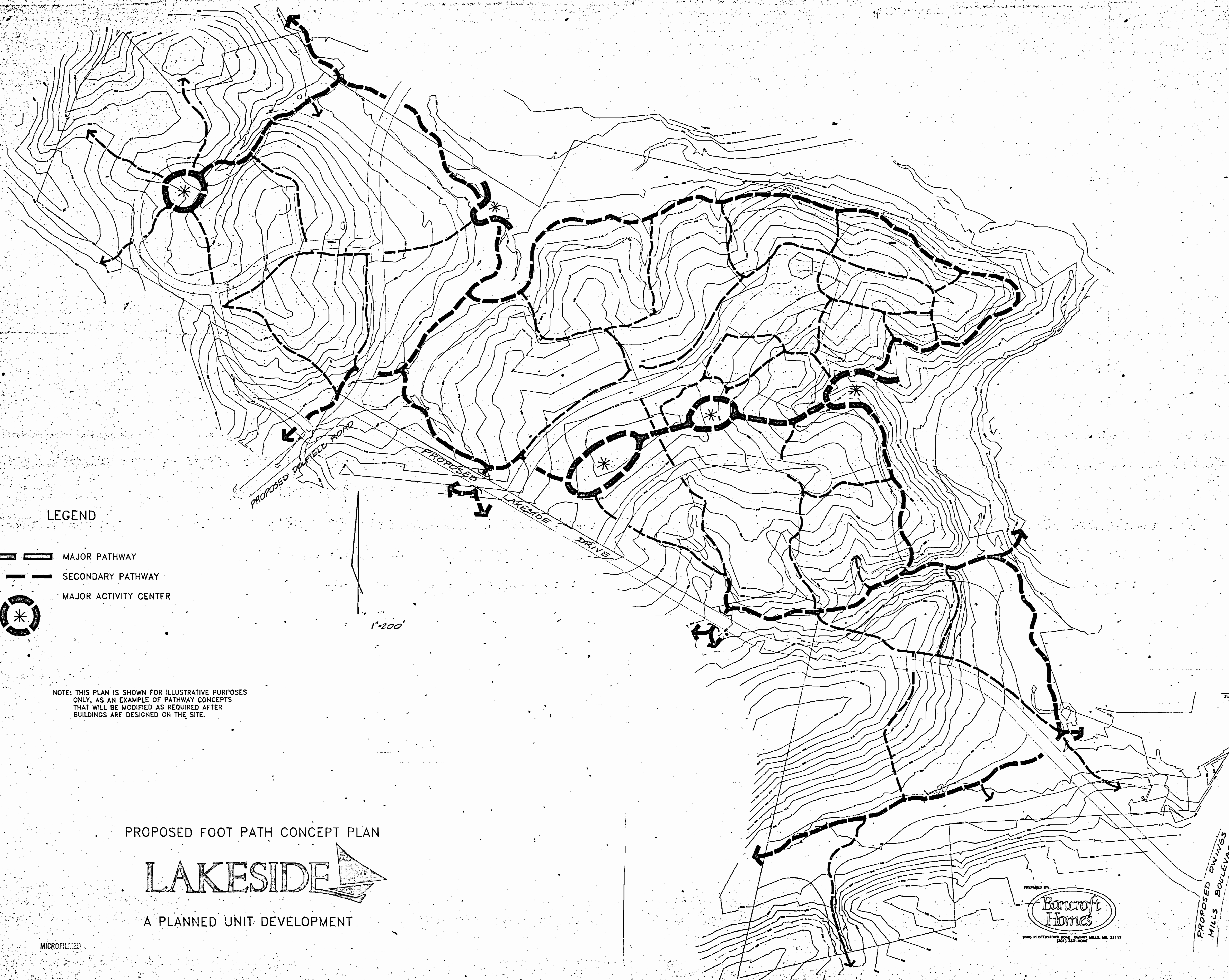
AREAS OF 25% OR GREATER SLOPE



EXHIBIT NO. 4
JUNE 4, 1986
NW 10-11 J
10-11 J

* LIMIT OF BUFFER ZONE
FOR CDS #B5301
APPROVED 1-14-86

TRUE COPY - TEST:
ZONING COMMISSIONER OF BALTIMORE



LEGEND

- MAJOR PATHWAY
- SECONDARY PATHWAY
- MAJOR ACTIVITY CENTER

NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AS AN EXAMPLE OF PATHWAY CONCEPTS THAT WILL BE MODIFIED AS REQUIRED AFTER BUILDINGS ARE DESIGNED ON THE SITE.

PROPOSED FOOT PATH CONCEPT PLAN

LAKE SIDE

A PLANNED UNIT DEVELOPMENT

MICROFILMED



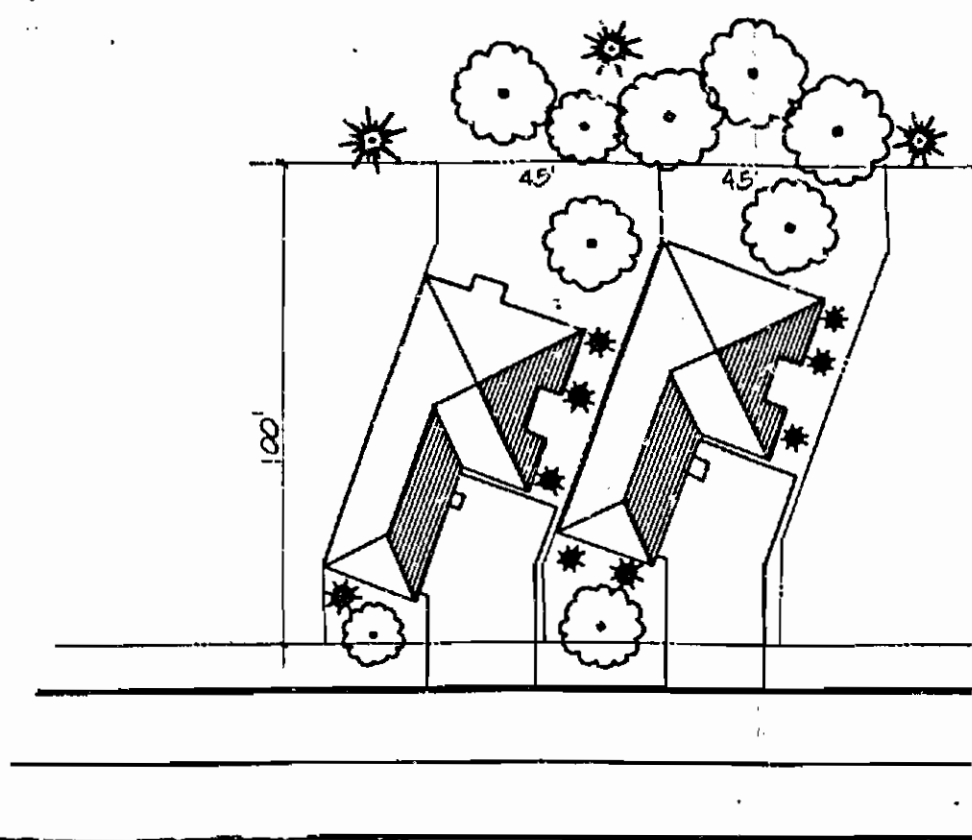
9506 REISTERSTOWN ROAD, DUNDY MILLS, MD. 21117
(410) 342-1000

PROPOSED OWINGS
MILLS BOULEVARD

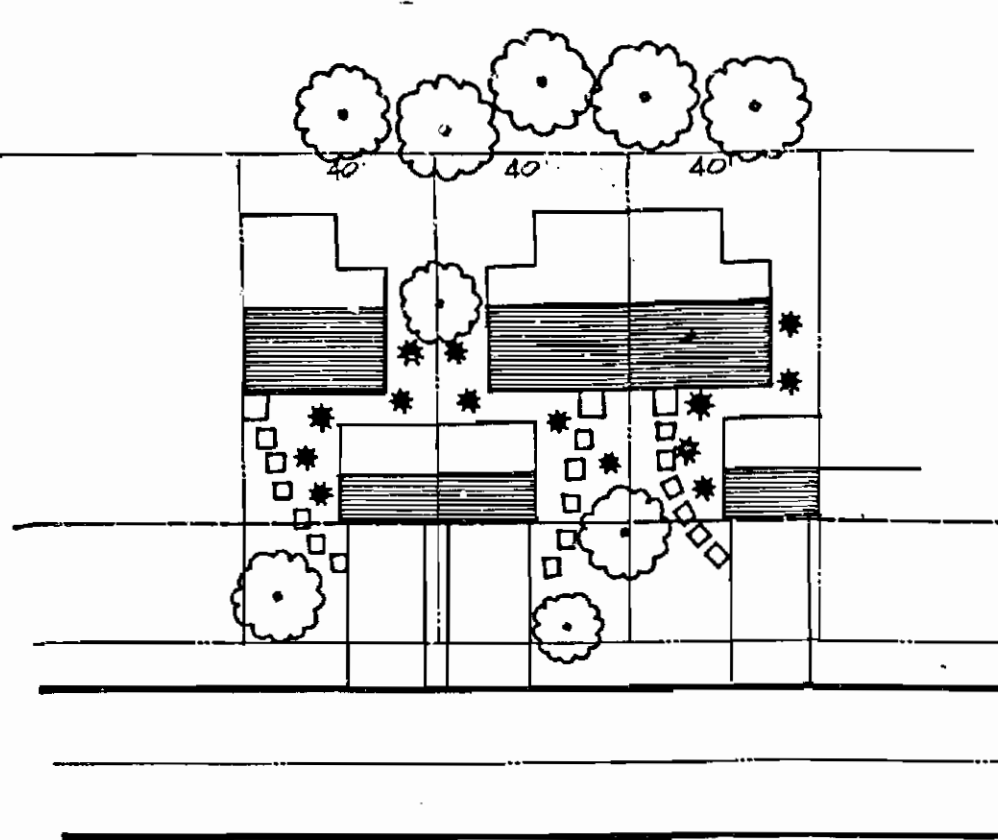
"TRUE COPY - TEST"
ZONING COMMISSIONER OF BALTIMORE CO.

EXHIBIT NO. 7

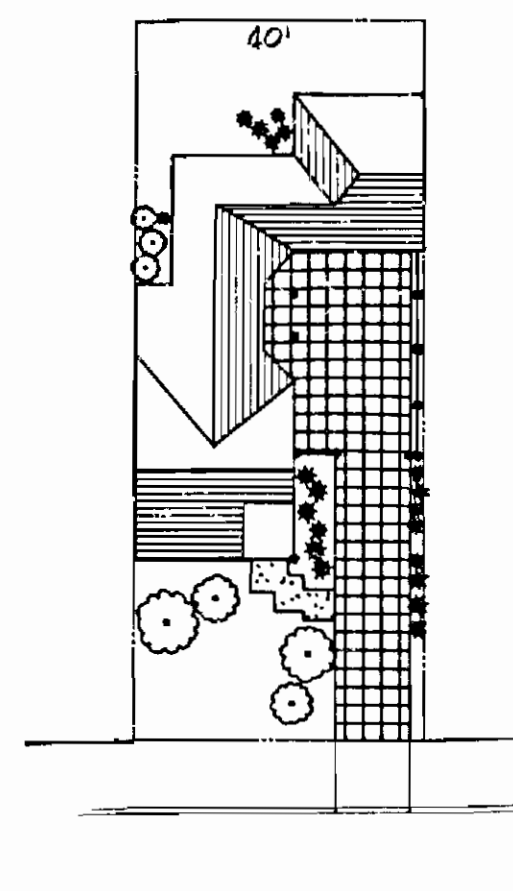
JUNE 4, 1926



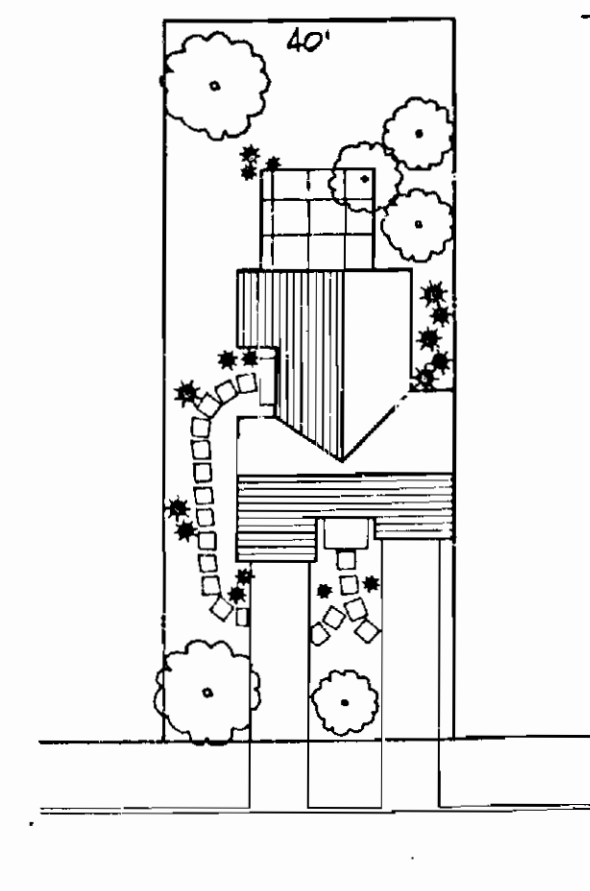
1. MED.DENSITY HOUSING
ZERO LOT LINE S. F. DWLG.
(2 off street parking spaces/unit)
SCALE 1"=30'



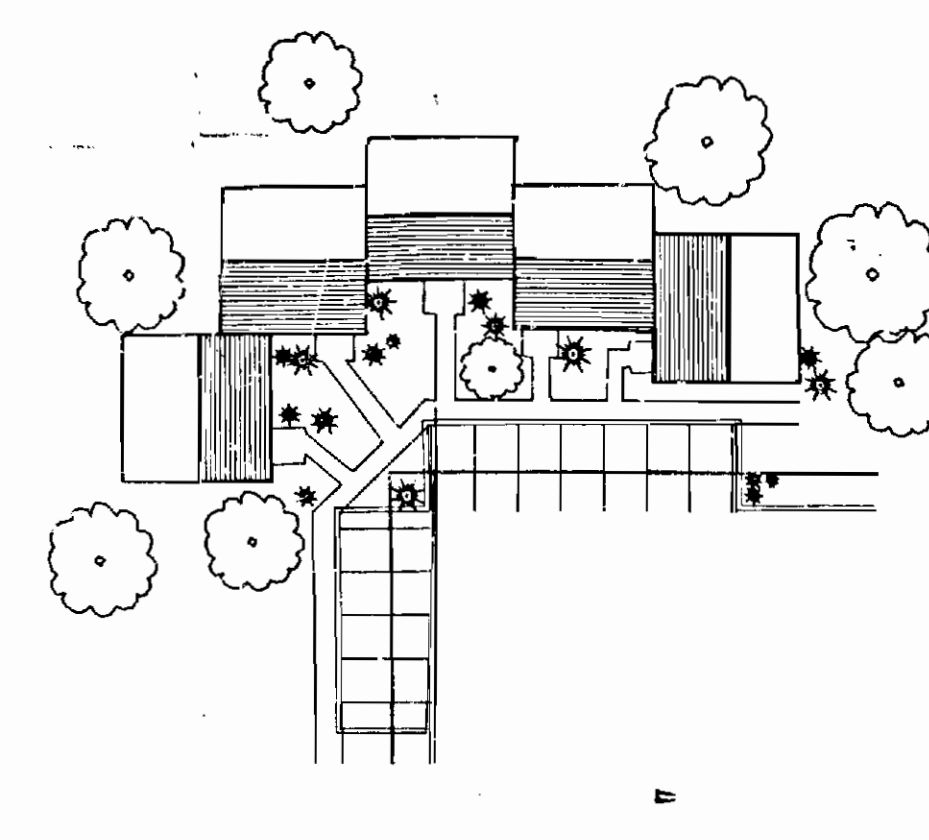
2. MED.DENSITY HOUSING
ZERO LOT LINE S.F.DUPLEX DWLG.
(2 off street parking spaces/unit)
SCALE 1"=30'



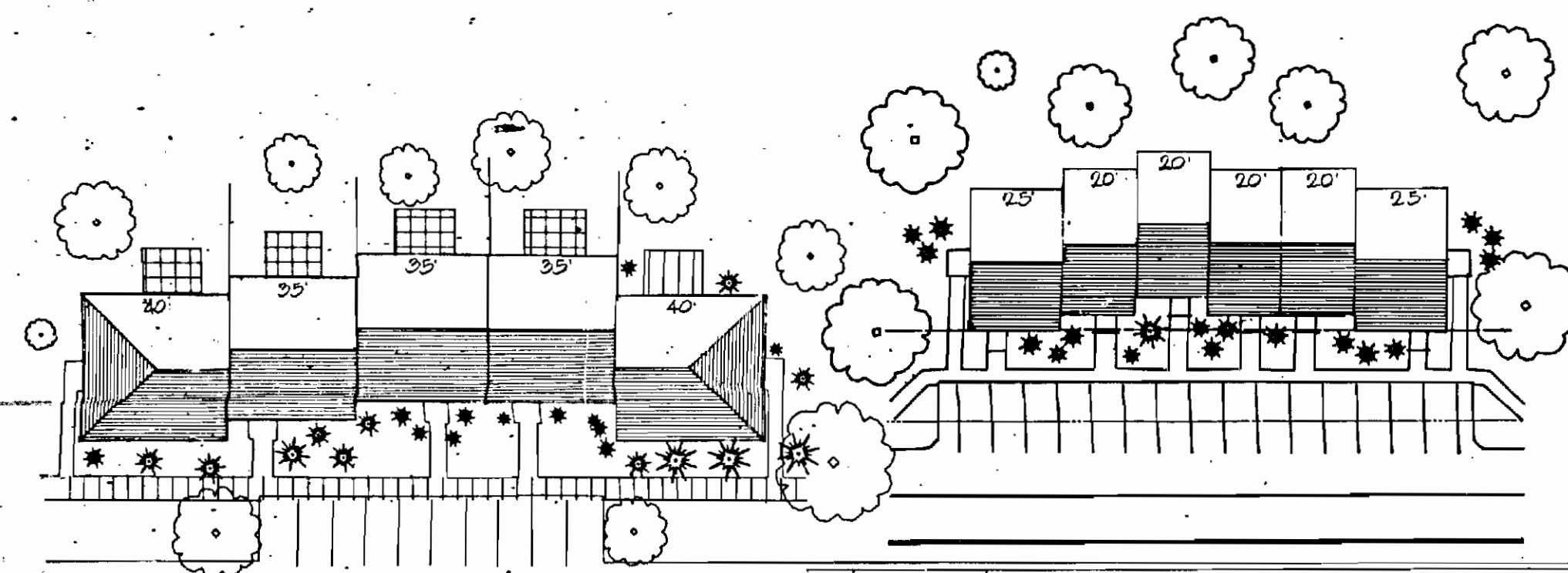
3. MED.DENSITY HOUSING
ZERO LOT LINE S.F.DWLG.
(2 off street parking spaces/unit)
1" = 20'



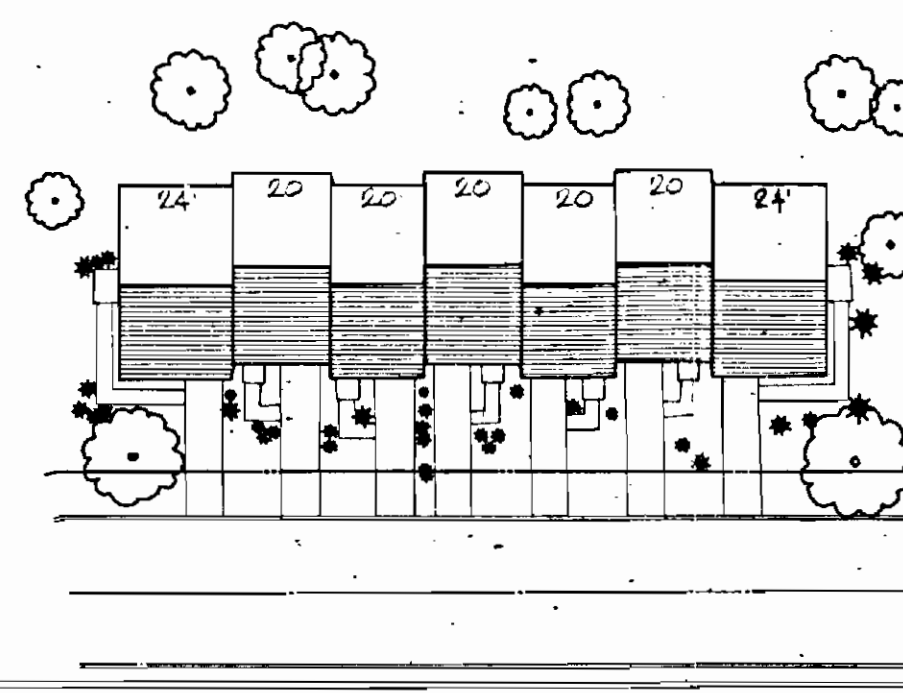
4. MED.DENSITY HOUSING
ZERO LOT LINE S.F. DWLG.
(2 off street parking spaces/unit)
1" = 20'



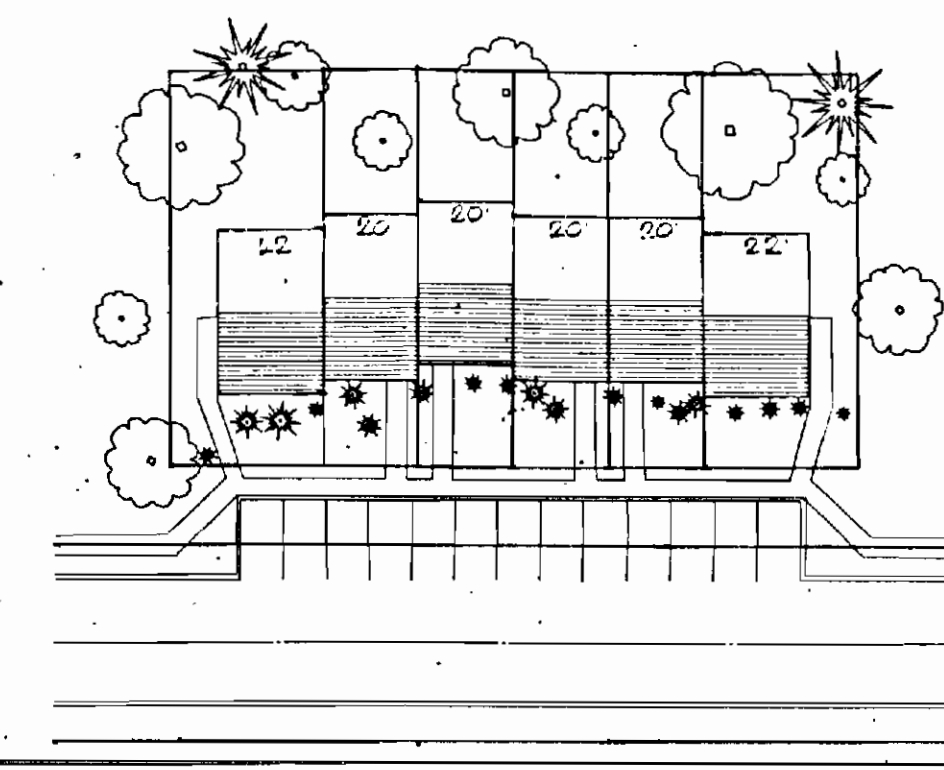
5. MED.DENSITY HOUSING
30 X 30 CLUSTER DWLGs.
(2.25 parking spaces/unit)
NOT TO SCALE



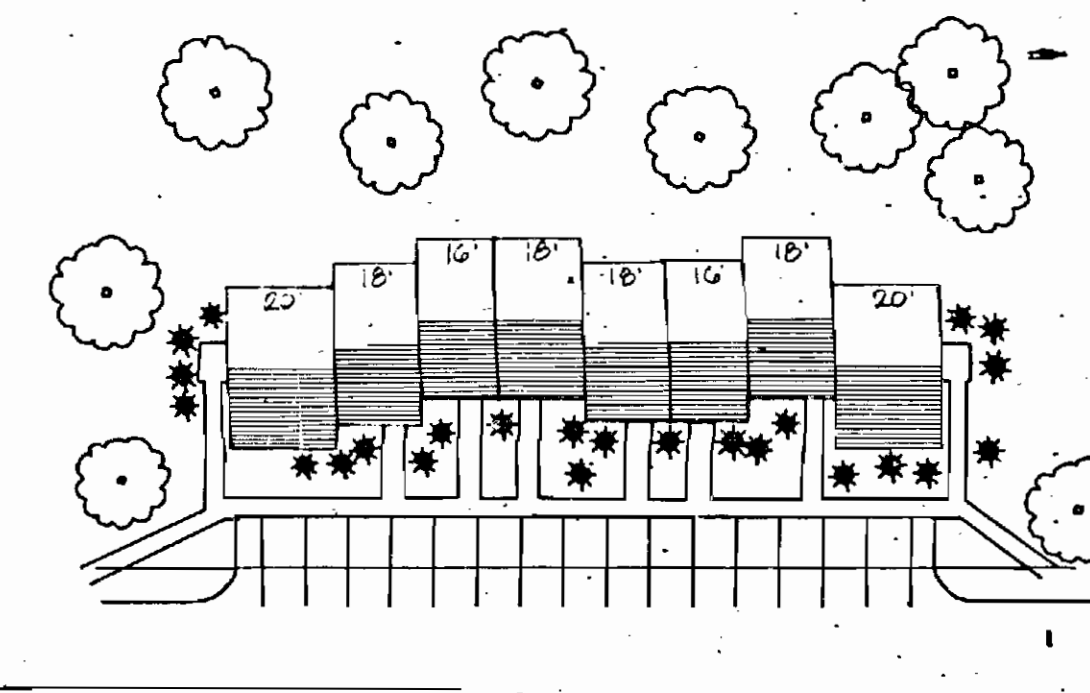
6. MED.DENSITY HOUSING
40/35' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



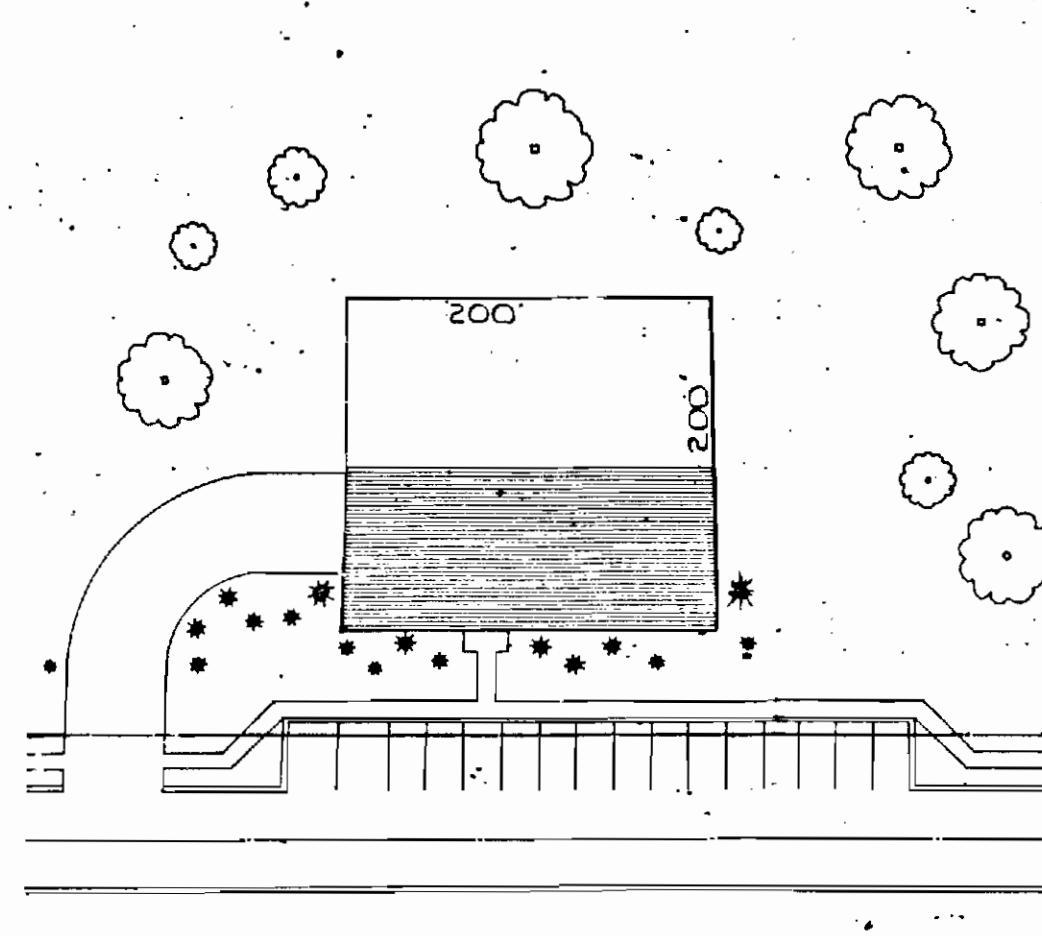
7. MED.DENSITY HOUSING
25/20' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



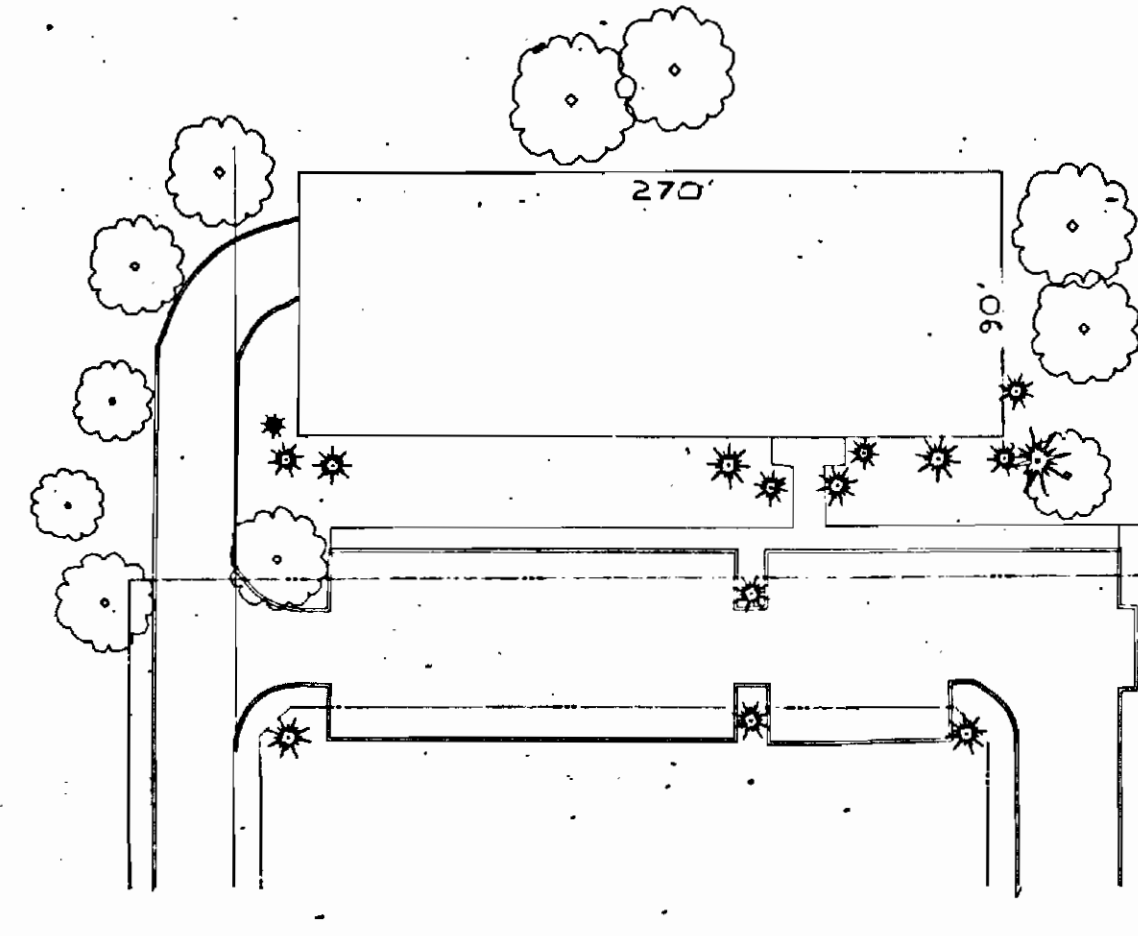
8. MED.DENSITY HOUSING
GARAGE TOWNHOUSE DWLGs.
(2 off street parking spaces/unit)
scale 1"=30'



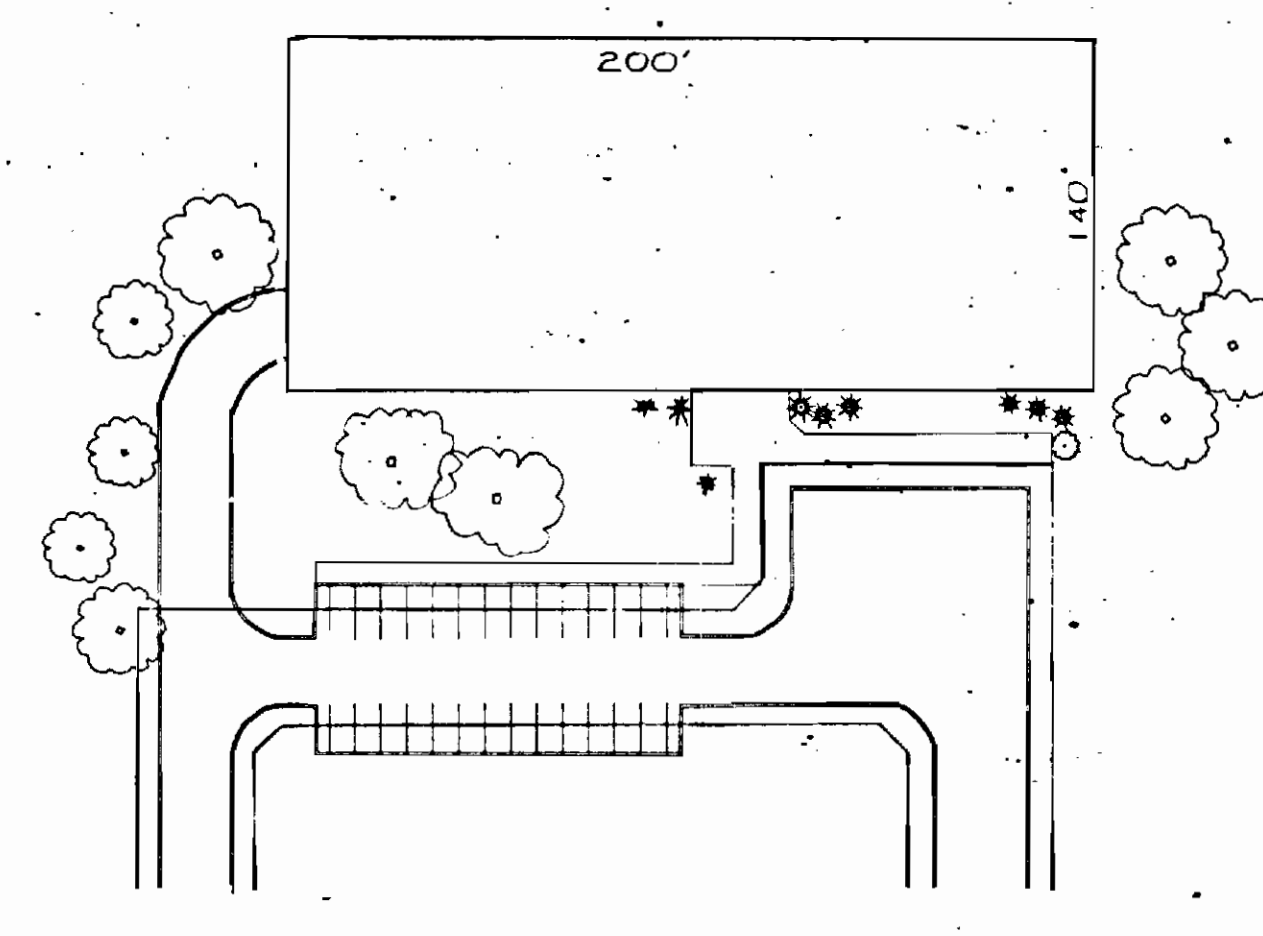
9. MED.DENSITY HOUSING
22/20' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



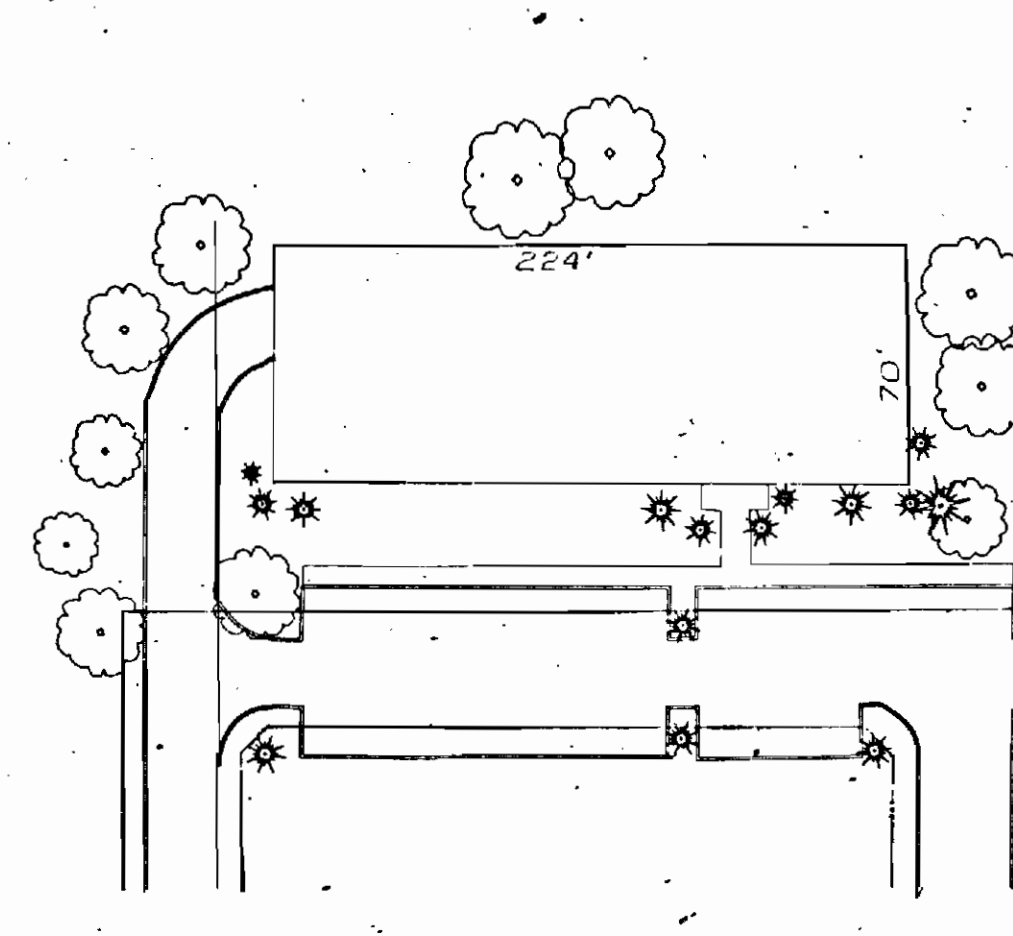
10. MED.DENSITY HOUSING
20/18/16' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



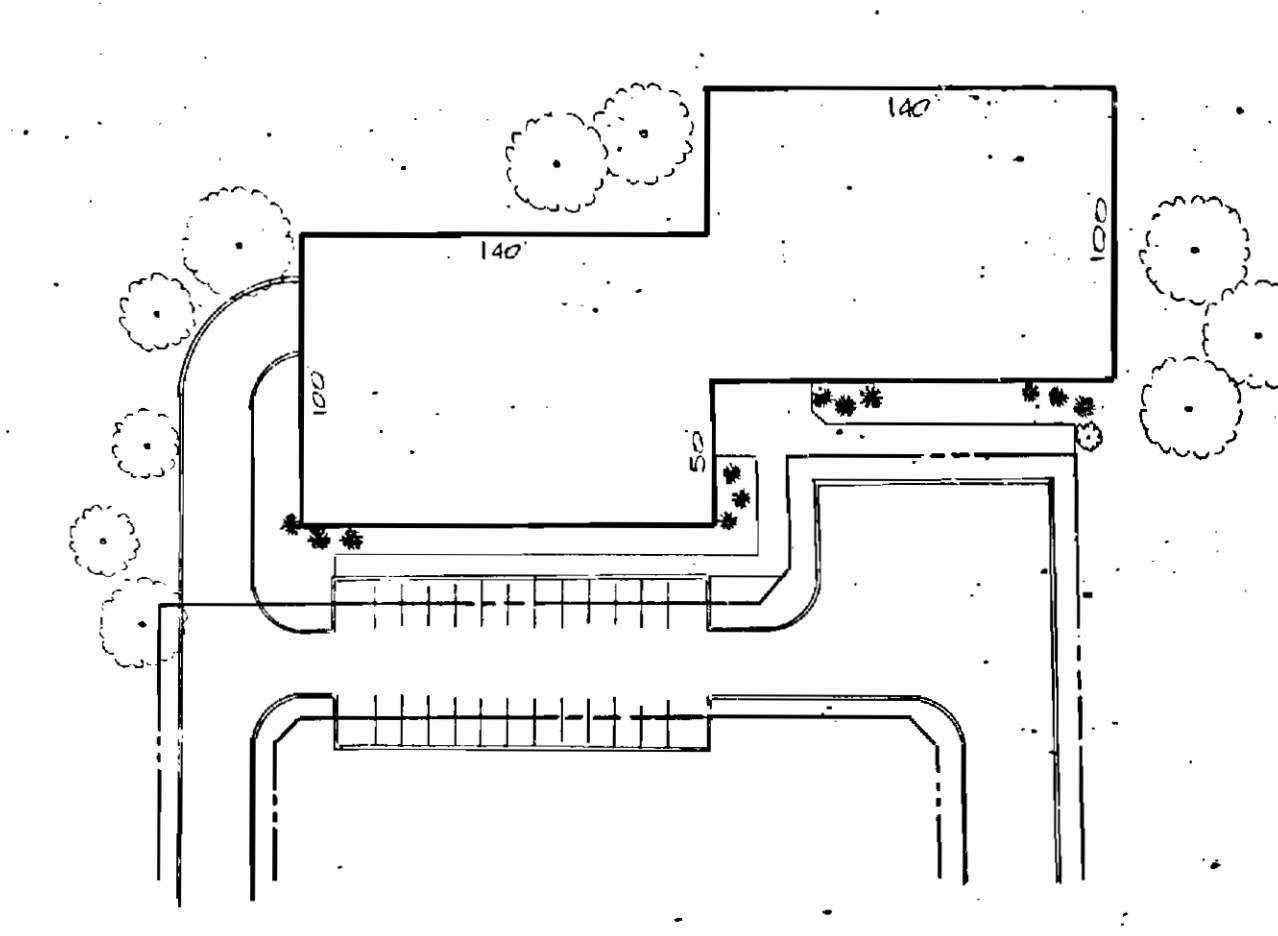
11. HIGH DENSITY HOUSING (10 - 12 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
NOT TO SCALE



12. HIGH DENSITY HOUSING (4 - 10 STORIES)
APARTMENTS - 1 STORY UNITS (ELEVATOR BLDG. IF OVER 4 STORIES)
NOT TO SCALE



13. HIGH DENSITY HOUSING (30 - 35 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
NOT TO SCALE



14. HIGH DENSITY HOUSING (7 - 10 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
NOT TO SCALE

15. HIGH DENSITY HOUSING (30 - 35 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
NOT TO SCALE

NOTE:
ON ALL HIGH DENSITY BUILDINGS, MULTI-LEVEL
SUBSURFACE AND SURFACE PARKING WILL BE
PROVIDED WITHIN THE DEVELOPABLE AREAS.

NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES
ONLY, AS AN EXAMPLE OF HOUSING CONCEPTS
THAT WILL BE MODIFIED AS REQUIRED AFTER
BUILDINGS ARE DESIGNED ON THE SITE.

TRUE COPY - TEST!
BUILDING DEPARTMENT OF BALTIMORE, MD.

HOUSING TYPES - TYPICAL EXAMPLES

LAKE SIDE
A PLANNED UNIT DEVELOPMENT

PREPARED BY:
Bancroft Homes
5105 REISTERSTOWN ROAD, OWINGS MILLS, MD. 21117
(301) 363-HOME

EXHIBIT NO. 6

JUNE 4, 1956

SOLDIERS DELIGHT
NATURAL
ENVIRONMENTAL
AREA

AREA 3
99.0 AC. 2100 UNITS

AREA 1
9.5 AC. 240 UNITS

AREA 5
86.8 AC. 1785 UNITS

AREA 4
RETAIL, OFFICE, INSTITUTIONAL,
AND RECREATIONAL 34.0 AC.

AREA 2
48.1 AC. 1400 UNITS

NOTE: All acreages shown herein are net
buildable areas for each area and subarea.

NOTE: FOR ROADWAY SYSTEM, SEE SHEET 7 OF 7.
FOR PATHWAY SYSTEM, SEE SHEET 6 OF 7.

SCALE 1"=200'

AUTHORIZATION PLAN

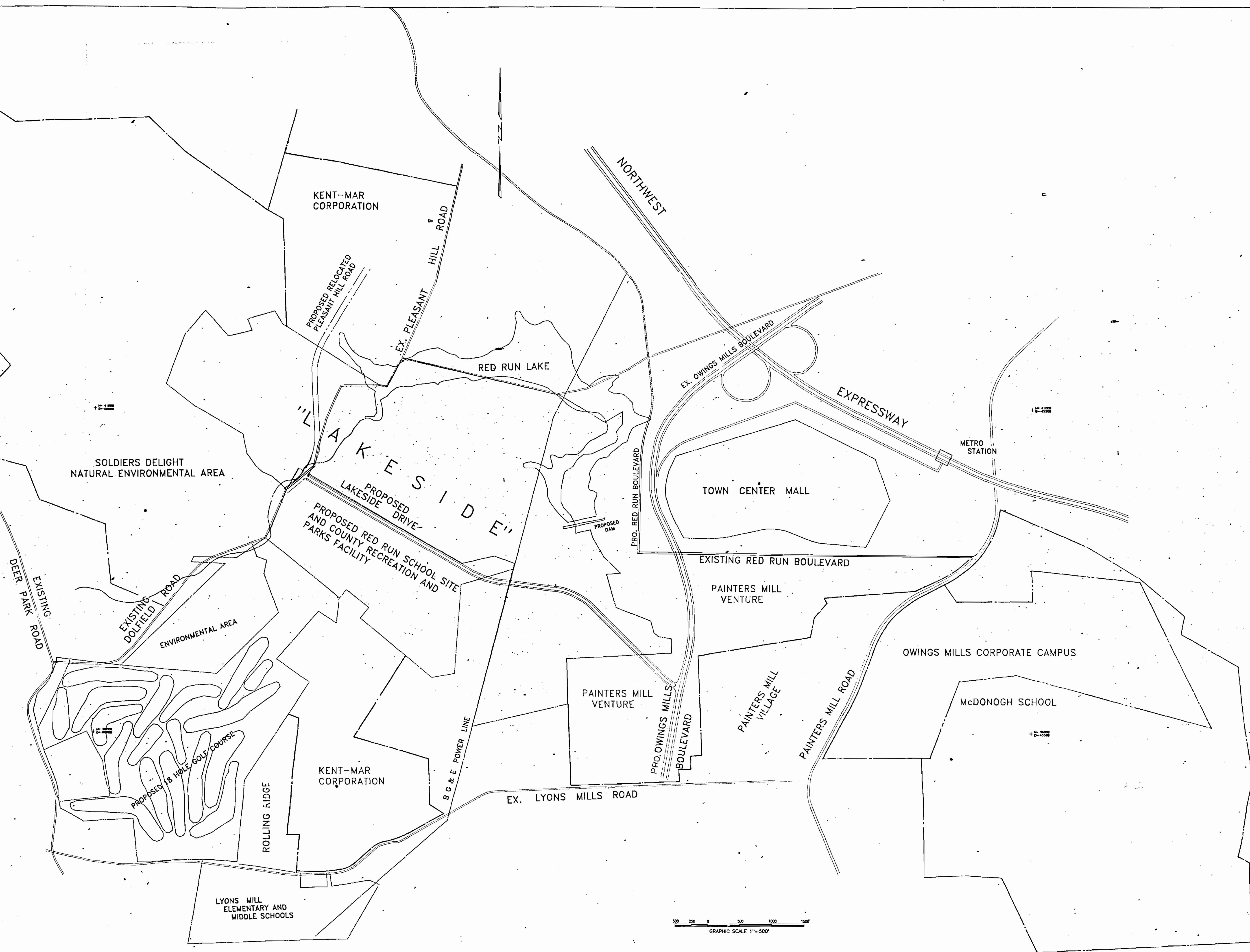
LAKESIDE
A PLANNED UNIT DEVELOPMENT



8509 REISTENTOWN ROAD, OWINGS MILLS, MD. 21117
(410) 342-1000

TRUE COPY - TEST:
RECORDING COMMISSIONER OF BALTIMORE

EXHIBIT NO. 5
JUNE 4, 1986



CONTEXT MAP
LAKESIDE
 A PLANNED UNIT DEVELOPMENT



TRUE COPY - TEST
 ZONING COMMISSIONER OF BALTIMORE

PUD by providing a higher level of community services and amenities. The PUD regulations set forth the formula to be applied in determining the density of residential development and the amount of commercial office space and retail space allowable at Lakeside. These allotments are based upon the number of density units proposed. Based on the Authorization Plan, Petitioner will be allowed 136,000 square feet of retail space and 68,000 square feet of office space. Nevertheless, no one knows if this untested formula really works and if the bonuses can justify all of the Petitioner's additional expenditures. Petitioner therefore requests that should the number of density units built at Lakeside be fewer than those proposed under the Authorization Plan, that there not be a decrease in the amount of retail and commercial space permitted. This will cushion the potentially severe economic impact if the untested PUD formula for density and retail/commercial uses does not work.

C. Conclusion.

Lakeside presents to both the County and the Petitioner the opportunity to create an exemplary Planned Unit Development which will offer its residents a living environment superior to that which is possible under a traditional Euclidean Zoning regime. This goal will be achieved if the parties to the development process adhere to the fundamental concepts of PUD development.

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14

Chief among these concepts is the flexibility which is the hallmark of PUD development. It plays an essential role both in the integration of diverse land uses, and in the PUD approval process. Flexibility is jeopardized, with a resulting loss of benefits accruing from PUD development, if the CRG/FDP review process does not allow evolution of the Authorization Plan. Only where the proposed change is a major one should it be reviewed pursuant to the procedures set forth in Section 430 for approval a neighborhood planned unit development.

Proposed major changes to the Lakeside Authorization Plan must, as mentioned, be approved by the Zoning Commissioner and Planning Board pursuant to Section 430 of the Baltimore County Zoning Regulations. Both common sense and benefit/cost analysis dictate, however, that proposed minor changes be deemed to be "in accordance with the Plan" and therefore not be subjected to such a protracted and costly procedure. Therefore, Petitioner has proposed that a distinction be drawn between those changes that could fundamentally alter Lakeside and those that will not cause Lakeside to be in any real sense different from the community it was initially planned to be.

II. CRG/FDP APPROVAL.

Under the Baltimore County Zoning Regulations, the second phase of PUD approval, the CRG/FDP Plan, is required by Section 430.1.G to be approved by the Zoning Commissioner as being in accord with the Authorization Plan, and by the Planning

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15

Board as being in accord with the standards and policies adopted pursuant to Section 504.

Since the promulgation of the PUD Regulations in 1970, there have been major changes in the laws governing development in Baltimore County. Of particular significance in the context of Lakeside is the passage of Bill 55 in 1982, which enacted the Baltimore County Development Regulations. These regulations supersede and render nugatory the standards and policies adopted by the Planning Board pursuant to Section 504 of the Baltimore County Zoning Regulations.² Consequently, the provisions of Section 430.1.G, 'Final Development Plan,' must be construed so as to effectuate the intent of the original legislation, using the framework of existing legislation.

Under the Development Regulations, the successor to the Final Development Plan is the County Review Group process. There is general agreement that some hybrid provision drawing upon both the obsolete FDP and the current CRG process must be fashioned to govern the essential second phase of the PUD approval process. The issue has been reviewed by the County Solicitor who has proposed a hybrid missing link to be known as a CRG Final Development Plan (hereinafter "CRG/FDP"), a detailed plan whose submission and approval is required before development of each successive stage of Lakeside may begin.

² The standards and policies were collected and promulgated as the Comprehensive Manual of Development Policies.

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16

One element of this process requires further elucidation, however, and that is the role of the Planning Board. It is clear that the Zoning Commissioner is charged with reviewing the CRG/FDP submission to ensure that it sufficiently conforms to the Authorization Plan. This issue is discussed in Part I.B. of this Memorandum. As Section 430.1.G. of the PUD regulations clearly provides for participation of the Planning Board, and since Section 504 no longer appears to have any substantial part in the approval and implementation of development plans, Petitioner proposes that the Board be charged with reviewing the action taken by the Zoning Commissioner, employing the existing standard applicable to review of CRG action under Section 22-61 of the Baltimore County Development Regulations. This standard requires an affirmative finding that the action of the Zoning Commissioner in approving the CRG/FDP plan was not arbitrary or capricious, procured by fraud, or otherwise illegal. In this way the gulf between the obsolete PUD Section 430.1.G. and the current CRG process can be bridged while still substantially preserving the intent underlying each of the legislative enactments. Review by the Planning Board will afford the community an additional measure of control over the PUD process and ensure that development at Lakeside conforms to the Authorization Plan.

PST:de:10/2/86:8:1

17

Respectfully Submitted, this 3rd day of October, 1986.

Bancroft Homes of Owings Mills, Inc.

By: Jeffrey H. Scherr
Jeffrey H. Scherr, Vice President and Co-Chief Executive Officer

PETITIONER

By Its Attorneys:

Jeffrey H. Scherr
Jeffrey H. Scherr
Kramon & Graham, P.A.
Kramon and Graham, P.A.
Sun Life Building
Charles Center
Baltimore, Maryland 21201
301-752-6030

PST:de:10/2/86:8:1

18

Sign In Sheet

Mary Lewis - Salter, Delight Conservation Inc	
STUART J. APPELBAUM - RDC, RDC COORDINATING COUNCIL	
Phyllis Cole Friedman - People's Counsel	
Terry M. Rubenstein - Bancroft Homes	
Tim Boyle - REISTERSTOWN COMMUNITY TIMES	
Camille Blackburn - Owings Mills Times	
Diane Treckert - Bancroft Homes	
Sharon Kirkley - Bancroft Homes	
BARBARA LINDENBAUM - Bancroft Homes	
Buffy Rubenstein - Bancroft Homes	
JOHN J. JOHNSON - Bancroft Homes	
Lex A. Schulz - League of Women Voters	
Julia A. Metcalf - League of Women Voters	
DANIEL G. CROSTON - CHORIST ASSOCIATES	
Cyril P. Hurler - Concerned Resident	
URI AXIN - BALTO. CO. OPZ	
Hyllorie Richman - BALTO. CO. OPZ	
Leea Jew - Valley Planning Council	
Koray + Sheila Wilson - concerned residents	
Cheryl Hyman - concerned resident	
Phil J. King - CONCERNED RESIDENT	
Phil Loda - MD. DEPT. OF NAT. RESOURCES	

LAW OFFICES
KRAMON & GRAHAM, P.A.
SUN LIFE BUILDING
CHARLES CENTER
BALTIMORE, MARYLAND 21201
(301) 752-6030
TELECOPIER
(301) 539-1269

September 25, 1986

HAND DELIVERED

Arnold Jablon, Esquire
Zoning Commissioner
Baltimore County
Office of Planning and Zoning
111 West Chesapeake Avenue
Room 109
Towson, Maryland 21204

Re: Bancroft Homes/Lakeside

Dear Arnold:

Enclosed is the revised Memorandum on Amendments to the Authorization Plan and Signage.

Please call me should you have questions or comments.

Sincerely,

Jeffrey H. Scherr

JHS/de
Enclosure

RECEIVED
SEP 26 1986
ZONING OFFICE

MEMORANDUM
KRAMON & GRAHAM, P.A.

DATE: September 25, 1986

TO: Messrs. Gerber, Avin, Fields, Jablon, Dyer and Spicer,
Office of Planning and Zoning; Ms. Crabbs, Baltimore
County Economic Development Commission; and Ms.
Friedman, People's Counsel.

FROM: Bancroft Homes of Owings Mills, Inc. by its Attorney
Jeffrey H. Scherr and Paul Teitelbaum, Law Clerk.

REFERENCE: Lakeside - Changes Not Requiring Further PUD
Authorization, CRG/FDP Approval, Sign
Regulations

I. AMENDMENTS OF AUTHORIZATION PLAN.

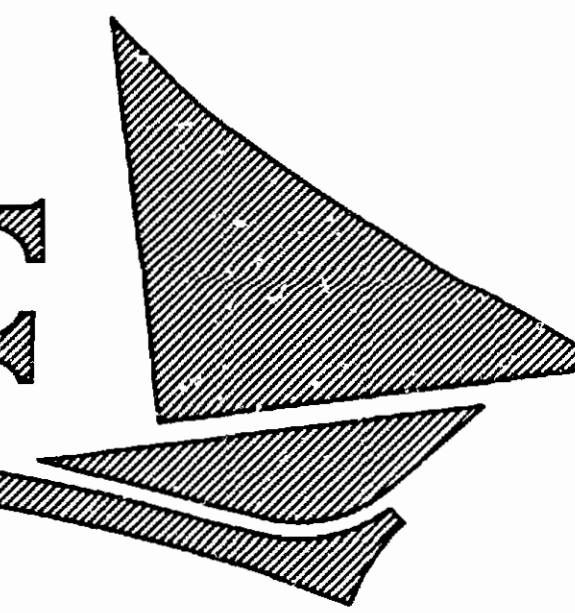
A. Procedure for Amending the Authorization Plan Must Be Flexible.

During the process of obtaining Planning Board approval for the Lakeside Authorization Petition, it has become evident that flexibility of two different types is essential if the full potential of PUD development is to be realized. The first type of flexibility concerns the integration at Lakeside of an array of diverse yet complimentary land uses on a tract of land which has been absolved of conventional zoning strictures. As noted in the Baltimore County Zoning Regulations, "procedures and regulations under which land development is permitted as of right necessarily limit development opportunities, inhibit design flexibility, and, often, preclude optimum land planning solutions to complex development problems." 430.1.A.1.a. Consonant with the Declaration of Findings of the PUD regulations, Petitioner has planned Lakeside so as to offer "the full range of nonresidential uses that may be desirable to service residential development." 430.1.A.1.b. In most cases,

PST:de:9/24/86:7:1

LAKE SIDE

A PLANNED UNIT DEVELOPMENT



TABULATIONS

GROSS AREA OF SITE 431.277 ACRES +/-

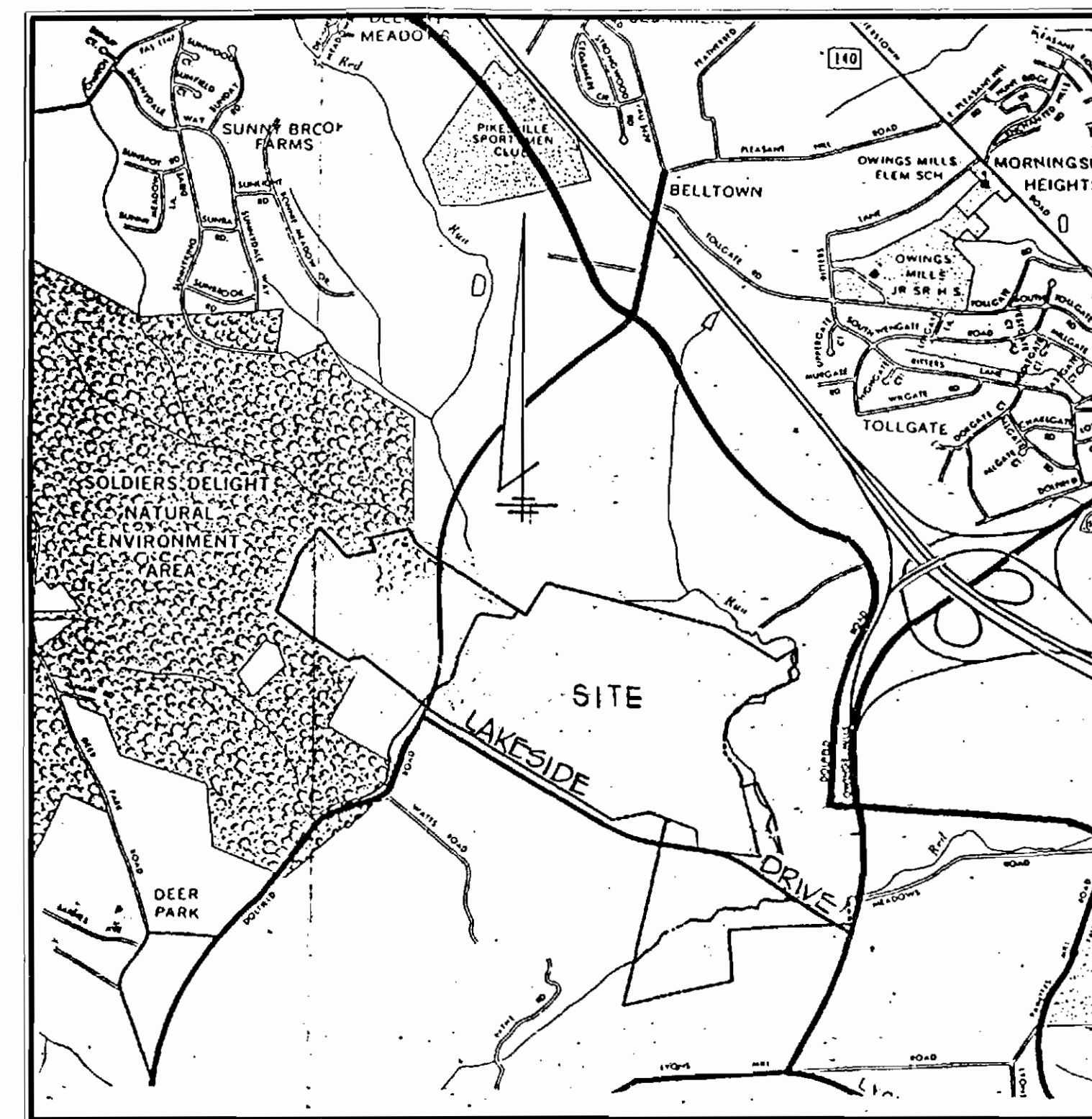
ZONING	AREA
DR3.5	52.06 AC. +/-
DR10.5	335.40 AC. +/-
DR16	38.78 AC. +/-
RAE 2	1.80 AC. +/-
OT	3.24 AC. +/-

DENSITY ALLOWED	
DR3.5	52.06 AC. @ 5.0/AC. = 260.3
DR10.5	335.40 AC. @ 16.0/AC. = 5366.4
DR16	38.78 AC. @ 20.0/AC. = 775.6
RAE 2	1.80 AC. @ 80.0/AC. = 144.0
OT	3.24 AC. @ 80.0/AC. = 259.2
TOTAL DENSITY UNITS ALLOWED=	6805.5 UNITS

DWELLING/DENSITY UNITS PROPOSED
 2560 3 BDRM. DWELLING UNITS = 3840 DENSITY UNITS
 2965 2 BDRM. DWELLING UNITS = 2965 DENSITY UNITS
 5525 TOTAL DWELLING UNITS = 6805 TOTAL DENSITY UNITS

PROPOSED DWELLING UNITS

AREA	PROPOSED USE	NET ACREAGE	DW. UNITS
1A	HIGH DENSITY	5.0	240
1B	RETAIL & OFFICE	4.5	
2A	HIGH DEN. & ACCESS. RETAIL	27.2	1200
2B	MED DENSITY	15.9	200
2C	RETAIL & OFFICE	3.0	
2D	RETAIL & OFFICE	2.0	
3A	HIGH DEN. & ACCESS. RETAIL	15.1	900
3B	HIGH DENSITY	10.7	400
3C	MED DENSITY	20.6	200
3D	MED DENSITY	20.9	125
3E	MED DENSITY	8.0	85
3F	HIGH DENSITY	10.2	280
3G	MED DENSITY	11.3	110
3H	RETAIL & OFFICE	2.2	
4A	RETAIL, OFFICE, & REC.	28.2	
4B	INSTITUTIONAL	5.8	
5A	HIGH DENSITY	12.6	575
5B	HIGH DEN. & ACCESS. RETAIL	12.6	720
5C	MED DENSITY	19.5	160
5D	MED DENSITY	12.4	100
5E	MED DENSITY	29.7	230
TOTAL NET ACREAGE		277.4 AC.	
TOTAL DWELLING UNITS PROPOSED =			5525 UNITS



VICINITY MAP

OPEN SPACE REQUIRED = 20% OF GROSS AREA OF TRACT
 SHOULD BE ALLOCATED TO PUBLIC PARK
 20% OF 431.277 ACRES = 86.24 ACRES +/-

OPEN SPACE PROVIDED = AREA ALLOCATED FOR
 LAKE, BUFFER AND STREAMS = 119.22 ACRES +/-
 (BUFFER = 48 AC., LAKE = 34 AC., STREAM = 37 AC.)

RETAIL AND OFFICE SPACE ALLOWED
 RETAIL = 20 SF. X 6805 (DEN. UNITS ALLOWED) = 136,100 SF.
 OFFICE = 10 SF. X 6805 (DEN. UNITS ALLOWED) = 68,050 SF.

INDEX OF DRAWINGS

	TITLE
EXHIBIT 2	COVER SHEET, TABULATIONS
EXHIBIT 3	CONTEXT MAP
EXHIBIT 4	EXISTING CONDITIONS
EXHIBIT 5	AUTHORIZATION PLAN
EXHIBIT 6	HOUSING TYPES - TYPICAL EXAMPLES
EXHIBIT 7	PROPOSED FOOT PATH CONCEPT PLAN
EXHIBIT 8	COMMUNITY ROAD PLAN - TYPICAL EXAMPLES
EXHIBIT 9	AREAS 3 & 4 ILLUSTRATIVE PLAN
EXHIBIT 14	SECTIONAL ELEVATION STUDIES/ SIGNAGE

CONSULTANTS

DEVELOPER:
 BANCROFT HOMES OF OWINGS MILLS INC.
 9505 REISTERSTOWN ROAD
 OWINGS MILLS MARYLAND 21117
 PHONE 301-363-HOME

PREPARED BY:
 BANCROFT HOMES INC.
 ENGINEERING DEPARTMENT
 9505 REISTERSTOWN ROAD
 OWINGS MILLS MARYLAND 21117
 PHONE 301-363 HOME

CROZIER ASSOCIATES
 LANDSCAPE ARCHITECTURE
 AND LAND PLANNING
 MILL CENTER, SUITE 400
 BALTIMORE MARYLAND 21211
 PHONE 301-366-3330

GEORGE WILLIAM STEPHENS, JR.
 AND ASSOCIATES, INC.
 303 ALLEGHENY AVENUE
 TOWSON MARYLAND 21204
 PHONE 301-825-8120



EXHIBIT NO. 2
 JUNE 4, 1986

or being in the process of completing four subdivisions and an office building. These projects are Hunt Meadow, Jones Valley, Courtland Woods, Stonebridge and the Greenspring Valley Office Center. Hunt Meadow, Jones Valley and Stonebridge are all in excess of one hundred units, Courtland Woods is just under one hundred units and the Greenspring Valley Office Center is approximately 30,000 square feet. In addition, Petitioner's principals have made substantial progress in constructing 753 units at McDonogh Township which represents a \$52,000,000.00 development commitment. Petitioner has therefore demonstrated the ability to garner financial resources sufficient to enable it to proceed with the development of Lakeside without encountering delays due to inadequate capital. Petitioner is willing to commit its resources to Lakeside because at a minimum, the County's commitment to the Owings Mills Town Center, the availability of the subway and the new I-795 and the completion of the Rouse Mall all demonstrate that Lakeside is an economically viable enterprise. After the filing of this Petition, Petitioner will submit a summary of its market study which will demonstrate a reasonable expectation of realization of the proposed PUD.

k. Other Items

The definition of the concept of material change or a change in implementing the Authorization Plan which so varies the Plan that the change requires approval by further PUD approval process, will be addressed at length in a Memorandum which shall supplement this PUD Petition after its submission.

19

Petitioner has discussed with Baltimore County planning officials whether CRG or FDP approval is required for PUD development. The Baltimore County Solicitor is preparing a memorandum on this issue. After reviewing the memorandum, Petitioner will respond to the Solicitor's memorandum and this issue.

WHEREFORE, Petitioner prays that the Zoning Commissioner grant authorization for a Neighborhood Unit Development - "Lakeside" - in accordance with the terms and conditions contained herein, and on the condition that Petitioner obtain legal title to the Property or that the legal owners thereof consent to submit to the PUD Authorization. Petitioner seeks to have the relief prayed by all three Petitions granted or, if the relief requested is granted in any one Petition but not granted in the other Petitions, to accept or reject the relief granted and proceed or not proceed to develop the Property in accordance with the relief granted. Petitioner requests that if the Zoning Commissioner grants the requested relief that in conjunction therewith he expressly indicate that he has made affirmative determinations regarding such findings required by Section 430.1.D.3 - Unit Developments.

Further, Petitioner seeks to reserve the right to exercise its discretion to reject any relief granted in this Petition if the relief granted in this Petition is at variance with the relief prayed in this Petition or any of the other two Petitions filed simultaneously herewith or if any timely appeal

20

is filed by any person, partnership, corporation and/or other entity from the relief granted by the Zoning Commissioner, such rejection to occur within sixty (60) days after such relief is granted.

Finally, Petitioner prays that the authorization sought herein be granted as long as development commences on any portion of the Property described on Exhibit 1 before the year 2000.

Respectfully Submitted, this 5th day of June, 1986.

Bancroft Homes of Owings Mills, Inc.

By Terry M. Rubenstein
Terry M. Rubenstein, Vice
President and Co-Chief
Executive Officer

PETITIONER

By Its Attorneys:

Jeffrey H. Scherr
Marilyn Hope Fisher
Marilyn Hope Fisher
Kramon and Graham, P.A.
Sun Life Building
Charles Center
Baltimore, Maryland 21201
301-752-6010

TRUE COPY - TEST:

ZONING COMMISSIONER OF BALTO. CO.

SCHEDULE OF EXHIBITS

For

Petition for Authorization of a Neighborhood Unit Development. Petition for Special Hearing. Petition for Height Variance.

Exhibit	Legal Description
1	Cover Sheet
2	Context Map
3	Existing Conditions Map
4	Authorization Plan
5	Typicals
6	Proposed Foot Paths
7	Proposed Road Plan
8	Illustrative Plan
9	Construction Schedule
10	Residential & Employment Population Estimates
11	HOW
12	RWC
13	Sectional Elevation Studies/Signage
14	

D

C

B

A

A

B

C

7/16/87

D

Real Property Article of the Annotated Code of Maryland.

Petitioner will provide additional warranties through a Homeowners Warranty (HOW) or a Residential Warranty Corporation (RWC) type of program. Copies of the HOW and RWC Warranties are attached hereto as Exhibits 12 and 13 respectively.

Resales of homes in Lakeside will be accompanied by those warranties specifically made by sellers to buyers and as implied by law.

Design Elements

Petitioner believes that a sense of community can be fostered through the use of common design elements. Therefore, streets and neighborhoods will be designated by aesthetically pleasing signs sharing common design elements. It is anticipated that logos developed for Lakeside will be used consistently throughout the community. Also, any street furniture used in Lakeside will be of consistent design. Proposed sign regulations are attached as Exhibit 14. Logos and sign regulations will be subject to future reasonable change and alteration as aesthetics and technology evolve during the construction of the PUD.

1. Plans' Objectives

Petitioner desires to take advantage of the land planning flexibility offered by the PUD concept and as allowed by the PUD Regulations. The relatively new concept of the PUD represents a more flexible approach to the creation of

11

residential communities than traditional Euclidean zoning, which divides a community into districts and explicitly mandates segregated uses for such districts. Traditional lot-by-lot development under Euclidean zoning regimes has resulted in monotonous urban developments often lacking both the amenities and open space made possible by PUD. Hanks, Planned Unit Development and Land Use Intensity, 114 U Pa L Rev 15 (1965).

Because of its flexibility, the PUD process allows the developer to take into consideration the unique physical and demographic characteristics of a parcel of land and its surrounding population and create a well-planned community in which dwellings may be clustered on a portion of the land, freeing the remaining portion for parks, recreation and other community uses. This is precisely one of the objectives of the County Master Plan. See, County Master Plan at 34.

To achieve the necessary flexibility, PUDs permit (i) uses which would otherwise be prohibited within established zoning districts and (ii) deviations from bulk, density, setback and height requirements of such established districts. Rudgerow v. Township Comm. of Mount Laurel, 121 N.J. Super. 409, 297 A.2d 583 (1972). Such deviation fosters consideration of the amount, location and proposed use of common open space; the location and physical characteristics of the proposed planned development and the location, design, type and use of the structure proposed. This flexibility is the very essence of a PUD. Woodhouse v.

12

Board of Commissioners of the Town of Nags Head, 299 N.C. 211, 261 S.E.2d 882 (1980).

The legislative objectives for the PUD Regulations are found in the Legislative Statement of Findings and Policy provided at Section 430.1.A.2 Unit Developments, Article 4 Special Regulations of the Baltimore County Zoning Regulations and are summarized as follows:

1. To permit design flexibility so that optimum land-planning solutions may be used to solve complex development problems;
2. To permit the integration of modern commercial and nonresidential facilities with the residential developments;
3. To permit such flexibility solely in connection with large tracts of land;
4. To draft liberal regulations so that developments may be diverse and well-planned, while the County retains discretionary authority to implement the PUD in accordance with its objectives;
5. To provide adequate requirements for review by the Planning Board, public hearings and the Zoning Commissioner; and
6. To permit large-scale development even in the areas where the establishment and installation of urban services is not yet scheduled.

13

The objectives of the PUD Regulations are to foster the development of well-designed communities by providing for uses and levels of land-use intensity not otherwise permitted in the zones in which such developments are situated; and to promote urban growth patterns which afford optimum levels of economy and efficiency. Additional administrative procedures, requirements and authority set forth in the PUD Regulations are intended to offset the greater freedom of land use permitted. See, Section 430.1.A.2 of the PUD Regulations.

"Lakeside PUD"

A description of the Lakeside PUD demonstrates that it does take advantage of the benefits allowed by the flexibility inherent in the PUD concept and the PUD Regulations to produce an integrated residential and nonresidential development on a large tract of land which solves the complex problem of how to implement such growth within the Owings Mills Town Center.

Lakeside will offer a superior living environment characterized by a variety of living, working and leisure opportunities for people of diverse ages, incomes and interests. Lakeside's location is excellent, being in close proximity to modern transportation facilities (the Baltimore Metro and the Northwest Expressway). The Owings Mills Mall will provide convenient shopping.

Retail

Within Lakeside, there will be both retail and office facilities, which will help create a sense of community not

14

possible in monotonous residential subdivisions. Commercial development in Lakeside will not be of the "strip" variety so often found in areas of urban sprawl, but will consist of well-planned nodal concentrations designed to interface harmoniously with the surrounding residential neighborhoods. Retail and office facilities will also provide "in-house" employment opportunities.

Housing

As demonstrated in Exhibit 6, Lakeside's unique character will be highlighted by the variety of housing types made available to residents, from detached single family to high rise condominium, which will be supplemented as time and technology develop new and different housing products. Additionally, residents will have the benefit of the magnificent surrounding countryside, as well as the open space within the community.

Recreation

Lakeside will provide its residents with superior recreational opportunities. The developer plans construction of a major indoor recreational facility, outdoor tennis courts, and two waterfront facilities, one at the north end dedicated to the County. Additionally, it is envisioned that some individual neighborhoods, through their community associations, will own and maintain other recreational facilities, such as swimming pools and tennis courts. The 430 acre Lakeside tract will be knit together by hiking and bike paths, which could be maintained by

15

community associations or the County. The proposed hiking and bike paths are described in Exhibit 7.

The exceptional amenities offered by Lakeside should not cost homeowners as much as they might if the community were developed without the aid of the PUD Regulations. Because the developer is permitted by the PUD Regulations to develop Lakeside more intensively than under conventional zoning, the cost of providing amenities can be spread over a larger number of units. The increased density of development yields a further benefit to residents in the form of the remaining open space, which will comprise at least 20 percent of Lakeside.

Benefits to the County

The County also will reap benefits from the creation of Lakeside. Its relatively compact structure should minimize the per capita costs of providing roads, utilities and public services. The general intensification of land uses can also generate a larger tax base per unit of land area. Moreover, the County has or will have expended enormous sums of money to create the infrastructure for Owings Mills Township. The Lakeside PUD, which will be the home of over 16,000 people by its completion in or about the year 2000, helps justify this expenditure. As noted in the Master Plan for Owings Mills, "[b]ecause the County will have spent large amounts of money on public improvements in advance of legal need, it is important to attract development to these areas at a higher rate in order to justify the expenditure." County Master Plan at 5.

16

Developer's Commitment

The layout of Lakeside will reflect the careful study of Petitioner's land planners and engineers, and will be an exemplary community of which the County can be proud. The Urban Land Institute in its publication PUD's In Practice, recognizes that "the developer must devote considerably more time and money to the planning of a PUD than to the planning of a project built according to the zoning regulations." In seeking authorization of this PUD Plan, Petitioner is and will be committing itself, both presently and as various sections are developed, to undertake a planning process far more time-consuming, segmented and expensive than that required under conventional zoning.

Section 430.1.D.3 of the PUD Regulations requires the Zoning Commissioner to make certain findings with respect to a PUD Authorization request. They include a determination that:

- a. the proposed development "would serve the public interest and would have no adverse effect upon the health, safety or general welfare in the vicinal area, the County, or the area at large;
- b. "the proposed development would not create conditions as set forth in Paragraphs b, c, d, e, or f of Subsection 502.1 . . .", which sections pertain to traffic patterns, fire and other hazards, population density, provision of public improvements and allowance of adequate light and air;
- c. there is a reasonable expectation of realization of a proposed PUD, taking into account Petitioner's financial responsibility, relevant market data and costs; and

17

- d. the development will comply with relevant laws.
- Read in conjunction with the complete contents of this Petition, the objectives of the Lakeside PUD are fully consistent with the required findings. A well planned self-contained, non-Euclidean neighborhood PUD, is clearly within the public interest. Throughout the planning and implementation phases, Petitioner's performance has been and will continue to be of a quality to assure compliance with the required findings.

Petitioner's proposals for Lakeside PUD were developed through a collaborative effort by highly qualified land planners and engineers. These land planners and engineers are Crozier and Associates, George Wm. Stephens, Jr. and Associates, Inc., and the engineering staff of Bancroft Homes, Inc. Lakeside also benefits from experience gained by Petitioner's principals in planning and building other residential development in the Baltimore metropolitan area. Moreover, Petitioner has worked closely with the Baltimore County Office of Planning and Zoning, and is committed to insuring that its proposal complies with all applicable County laws and requirements. Petitioner, in undertaking to fashion a proposal for Lakeside is fully cognizant of the scope and complexity of the endeavor and confident that it has the ability to create a community which will reflect the highest standards of excellence in both conception and implementation.

Petitioner's principals have demonstrated abilities and experience in development in Baltimore County, having completed

18

7/16/87

are entry level townhomes, garden apartments, condominiums, detached homes and high rise residences. It is anticipated that the variety of residences will ensure that people of diverse ages, incomes and interests will live in Lakeside. The homes which are envisioned will have one covered or underground parking space which will be built in developable areas.

The PUD Plan for Lakeside was prepared with a vision of a distinctive and harmonious overall design incorporating entry features, signs, and logos, with common design elements which will be used throughout the community. As demonstrated in Exhibit 6, which shows fifteen housing types, Petitioner intends that each housing type will have its own identity and image so that residents will identify with the separate neighborhoods which together will constitute Lakeside.

Retail/Office Space

Lakeside will include 136,100 square feet of retail space to be located predominantly in the central area of Lakeside called the Village Center. See Exhibit 5. The Village Center has been placed on the PUD Plan so as to provide a sophisticated and well-landscaped facility for the community. Planned uses include food stores, banks, beauty shops, drugstores, restaurants, hardware stores, retail and service oriented businesses and other uses as allowed under the PUD Regulations. Other retail sites may include a gas station, convenience stores and fast food restaurants.

For the convenience of Lakeside residents and their

3

guests, there will be an inn located near the retail and recreational amenities. The size of the inn will be determined as Lakeside develops.

Lakeside will include 68,050 square feet of commercial office space. See Exhibit 5. Petitioner expects that most of this office space will be used by doctors, health professionals, and other service oriented professionals, such as accountants, cosmetologists, etc.

Recreational Amenities

Due to its unique location, Petitioner has planned Lakeside to take advantage of all of the available recreational opportunities. Lakeside will include a four acre public boating center and park in the north central portion of the community which will be dedicated to the County and maintained by the County. Another docking and waterfront recreation area at the east end of the Village Center may be provided and would be available for public use and easily accessible from both the inn, public walkways and the water. See Exhibit 5.

As envisioned by Petitioner, Lakeside will also provide major indoor and outdoor recreational facilities open to the public. Such facilities could include indoor racquetball, squash and tennis courts, exercise rooms, weightlifting equipment, and a snack bar and, perhaps, an indoor pool. It is anticipated that some individual Lakeside neighborhoods will also have swimming pools and small community buildings.

In addition to the residential, commercial, and retail

4

uses, Petitioner has provided for the possibility of establishing within the geographical confines of the PUD a day care center, a life care center and an interfaith center. Further, Lakeside could include a multi-use community building which would be available for community college classes, a library and/or meeting facilities. Other public facilities may be provided on an as needed basis, if consistent with the development of the PUD.

Summary

Lakeside will focus on providing a total community, as it will offer a broad range of housing opportunities, amenities, and retail/office space. The availability of public areas, the Lake, Soldier's Delight, and the school and recreational areas will enrich the lives of Lakeside residents.

I. Contents of the Authorization Plan

In compliance with Section 430.1.F.2 of the PUD Regulations, the Authorization Plan proposed by Petitioner includes the following contents (the items listed follow precisely the items listed in Section 430.1.F.2 and are identified in accordance therewith):

a. Existing Conditions

The Existing Conditions Map, Exhibit 4, shows the existing conditions on and near the proposed PUD site. The Context Map, Exhibit 3, shows the proposed lake, the proposed Town Center, the planned Metro Station, the Northwest Expressway,

5

the Soldier's Delight Natural Reserve Area, and the proposed school site.

b. Zones, etc.

The existing zones, lot lines and overall site boundaries of the proposed PUD site are set forth on Exhibit 4.

c. Natural Conditions

Certain changes to the existing natural conditions (including major grading) will be necessary to accommodate the proposed Authorization Plan. Exhibit 9, which is for illustrative purposes only, is a plan illustrating different uses of a portion of the Property. Grading will take place in developable areas only, in accordance with ultimate development and all applicable state, county and federal regulations.

d. Numbers of Units and Population

The Authorization Plan provides for 6,805.5 density units which would be equal to approximately 5,525 residential units. Of these residential units, 2,560 are projected to be three bedroom units or larger, and 2,965 are projected to be either one or two bedroom units. Exhibit 10 sets forth the anticipated stages of development. The maximum and minimum number of units will be such as will not result in a material change to the Authorization Plan. If there are changes that result in material change they will be subject to further PUD approval processes. The concept of material change and how approval thereof will be obtained is to be addressed in a memorandum to be submitted after the filing of the Petition. See section k below.

6

Residential and employment population estimates are set forth in Exhibit 11.

e. Location, Extent and Forms f. Layout and Classification g. Service Areas

The Authorization Plan as proposed sets forth the anticipated locations of the uses including residential, commercial and retail development and the anticipated location of the common open spaces and parking areas. See Exhibit 5. Locations show the uses anticipated, including the housing type, whether medium or high density. The exact type of home to be built at any location has not been determined, as the Petitioner wishes to maintain maximum flexibility, so that during development, changes may be made to meet the changing demands of the marketplace. For the same reasons, Exhibits 7 and 8 show only major transportation routes through the Lakeside PUD and indicate only the proposed location of walkways, bicycle paths, service areas and utilities.

Areas for retail shops and services, commercial uses and offices have been designated. See Exhibit 5. The exact uses for these areas have, however, not been specifically identified. It is impossible to state at this time exactly what these will be, as user demand will dictate needs. For planning purposes, Petitioner desires to be as inclusive as is possible and say that all retail, commercial and office uses currently allowed and any future uses allowed by the PUD Regulations or future PUD Regulations are permissible in the areas so designated.

7

Petitioner requests that the number of square feet of commercial office and retail space allowed at Lakeside be the amount set forth in Exhibit 2 (retail - 136,100 sq. ft., office - 68,050 sq. ft.), which is computed in accordance with the formulas stated in the PUD Regulations 430.2.D.5. and 7. Petitioner also requests that should the PUD Regulations subsequently be changed so as to allow larger allotments of commercial, office and retail space than under the current formulas, that the limits on office and retail space applied to Lakeside be raised to reflect the increment allowable under the revised regulations.

In addition to the retail, commercial and office use, Petitioner has shown a section on Exhibit 9 as designated for motels and inns and another area adjacent thereto designated as a waterfront facility. Another lakefront facility with a boating center has already been donated by Petitioner to the County.

Section 430.2.D. of the PUD Regulations sets forth other allowable uses not discussed herein or planned for or noted on any accompanying plats and exhibits. Such uses are 430.2.D. 2., utilities, 430.2.D.3., public facilities (with the exception of the interfaith center and community college), 430.2.D.4. institutions and 430.2.D.10, interim uses. Petitioner does not desire to exclude such uses from the proposed PUD, and seeks authorization to include them and any others allowed by amendments to the PUD Regulations or any successor PUD

8

Regulations.

Petitioner plans to provide adequate parking to accommodate all uses. It also plans to make all parking areas as attractive as possible by buffering such parking areas as well as residential areas on main roads with berms, landscaping and attractive fencing.

Further, Petitioner also seeks to use the Property in the manner and for the uses set forth in the Petitions For Variance and Special Hearing filed simultaneously herewith and in the manner as sought in such additional petitions as may be filed and granted subsequent to the Authorization Petition.

h. Construction Schedules

Proposed preliminary construction and site-development schedules are attached hereto as Exhibit 10.

i. Warranties, Deed Restrictions, Enforcement

It is anticipated that the Lakeside PUD will be made up of a series of neighborhoods subject to one or more condominium regimes and homeowners' associations for the various housing types that compose a particular neighborhood. Also, it is anticipated that there will be an umbrella organization that will be composed of all property owners in Lakeside, both residential and commercial. Covenants recorded in the Baltimore County Land Records would cause membership in the Association to be mandatory and automatic whenever property in Lakeside is purchased.

One of the Association's functions would be to own and

9

maintain the open spaces and recreational areas in Lakeside that are not dedicated to or owned by the County or other public agency. To acquire the financial resources to do this, the Association will have the right (granted in a recorded Declaration of Covenants, Conditions and Restrictions) to assess all property in Lakeside.

There could be a second tier of homeowners' associations structured at the neighborhood level and for the commercial and retail properties. Each such association could own and maintain recreational facilities to be used by its members, such as swimming pools, tennis courts, tot lots and various other amenities. Also, each association could enforce the architectural and use covenants that pertain to it.

In order to obtain the finances to act in the manner described, each neighborhood association will have the right granted to Lakeside Association to assess its members' property in order to generate the funds it requires. Each neighborhood could, however, set its assessments at different levels. This would allow each neighborhood to select a level of recreational amenities that it feels is appropriate as Lakeside's different neighborhoods will accommodate a variety of lifestyles.

Warranties

As a vendor of homes, Petitioner will warrant the quality of the dwelling units it constructs in accordance with the warranties set forth in Section 10-201 et. seq. of the

10

7/16/87



LOCAL ANNUAL ECONOMIC BENEFITS OF LAKESIDE

1. Employment

Based on the plans developed thus far, employment will be generated by five components of the plan: the 68,000 square feet of office development, the 136,000 square feet of retail commercial development, the Inn/conference center, the recreational facilities and the life care facility. By end of construction, we estimate that there will be 1,200 jobs generated at Lakeside:

office jobs	340
retail jobs	190
supermarket	100
fast food	100
gas station	25
hotel/inn	275
recreation fac.	60
life care	135
total	1,225

Additionally, during the pre-construction phase (1986 to 1988), 25 jobs will be created for engineers, surveyors and planning coordinators for Lakeside. During the construction phase (1988 to 2000), 900 construction jobs will be created annually.

2. Local Tax Revenue

Lakeside will generate approximately \$11.6 million dollars annually in local tax revenue for Baltimore County. This revenue will be generated from three revenue sources: property tax, occupancy tax and local income tax.

PETITIONER'S
EXHIBIT 17

9505 REISTERSTOWN ROAD • OWINGS MILLS, MARYLAND 21117 • (301) 363-HOME

- A. **Property Tax:** By 1995, the development in Lakeside should generate \$5.3 million in property tax in constant 1986 dollars (Table 1). By the time Lakeside is built out in the year 2000, annual property tax revenue should increase to over \$8 million in constant 1986 dollars.

Table 1

LAKESIDE PROPERTY TAX REVENUE TO BALTIMORE COUNTY 1995 AND 2000 (1986 constant dollars)				
	Office	Commercial	Residential	Total
1995	\$68,400	\$87,200	\$5,171,500	\$5,327,100
2000	\$68,400	\$87,200	\$7,856,000	\$8,011,600

- B. **Income Tax:** Based on the projected sales price and rents of planned units at Lakeside, we have estimated the income of households moving into the area and their respective income tax payments to the County. In 1986 dollars, we estimate that \$3.4 million dollars in local income tax will be paid by residents of Lakeside by the year 2000. We recognize that this is not a net gain to the County, since many households will be moving to Lakeside from other areas of the County. However, Lakeside will attract households from throughout the region to Northwest Baltimore County. Also Lakeside will attract County households to Owings Mills that might otherwise move to other areas of the region which provide dramatic living opportunities (downtown Baltimore, Annapolis, Columbia).

- C. **Hotel Occupancy Tax:** 3% of the 8% hotel occupancy tax is returned to the local jurisdiction. We estimate that the County will receive approximately \$174,000 per year in 1986 constant dollars from the Inn/conference center.

Additionally, the following revenue will be generated annually for the state of Maryland.

state property tax	\$561,000
state income tax	\$6,800,000
hotel occupancy tax	\$290,000
state sales tax	\$725,000
total	\$8,376,000

BALTIMORE COUNTY PLANNING BOARD

RESOLUTION

August 21, 1986

WHEREAS, Pursuant to Section 430 - Unit Developments of the Baltimore County Zoning Regulations the Baltimore County Planning Board has reviewed the proposed Lakeside development submitted by Bancroft Homes of Owings Mills, Inc.; and

WHEREAS, The Planning Board has reviewed the complete submittal by the petitioner, the Report of the Director of Planning and Zoning, all of the written agency comments and the pertinent sections of the Zoning Regulations; and

WHEREAS, The Planning Board finds in the affirmative that the petitioner's Authorization Plan, as modified by the attached report and comments, is in conformance with said regulations in that:

- The development as proposed would, in fact, constitute a neighborhood, or an integral and viable portion thereof;
- The tract is situated in an appropriate location according to adopted or formally proposed master plans; and
- The plan is in accordance with the planning objectives and requirements of the pertinent subsections of the Unit Development regulations, of relevant Planning Board policies adopted pursuant to the authority of Section 504 or otherwise, and of the Zoning Regulations in general;

therefore be it

RESOLVED, That the Baltimore County Planning Board hereby adopts a favorable report for the Lakeside Planned Unit Development.

I HEREBY CERTIFY that the above resolution was duly adopted by the Baltimore County Planning Board at its meeting in Towson, Maryland on August 21, 1986.

8/21/86
Date

Norman E. Gerber
Norman E. Gerber, AICP
Secretary to the Baltimore County
Planning Board

REAL PROPERTY RESEARCH GROUP, INC.

5570 Sterrett Place
Suite 304
Columbia, Maryland 21044
Balt. (301) 995-4044 Wash. 621-4486

June 24, 1986

To: Terry Rubenstein, Bancroft Homes
From: Bob Kleinpaste, Bob Lefenfeld
Re: Projected demand for the Lakeside Planned Unit Development

Real Property Research Group, Inc. has conducted an extensive market analysis of the Lakeside Planned Unit Development. This memo summarizes the methodology used in the analysis and summarizes our findings.

The overall market area defined in this analysis is the Reisterstown Road corridor between Baltimore City and Reisterstown and includes the following Regional Planning Districts (see Map1):

101	Upper Park Heights
102	Mt. Washington
306	Owings Mills
307	Chesnut Ridge
312	Randallstown
313	Pikesville

Dwelling Unit Demand

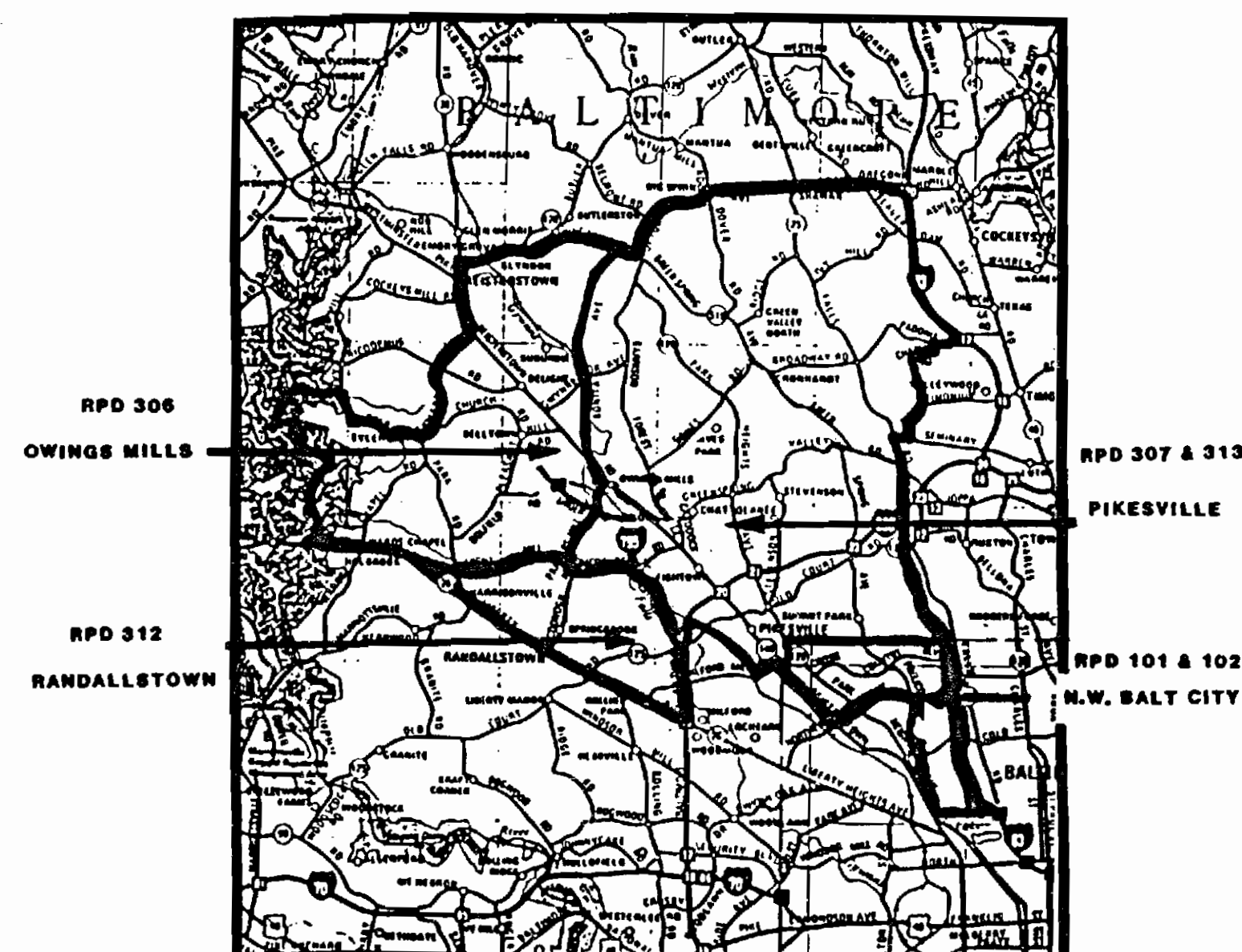
To project dwelling unit growth in the market area, we first evaluated the growth projections for Baltimore County. The most current projections available are the Round 3 Cooperative Forecast prepared by the Baltimore County Office of Planning and Zoning and released by Baltimore County in April of 1985. Projections for the Northwest Baltimore City submarket of our market area are based on the Round 3 Cooperative Forecast of the Regional Planning Council revised in 1986.

When devising their projections, County planners carefully quantified the amount of buildable land available throughout the county and accounted for the emphasis being placed on the two town centers, Owings Mills and White Marsh. Therefore, we feel comfortable with the overall pattern of growth outlined in the projections. However, we have concerns about the low rate of growth the County used to project development.

It is realistic to assume that growth will not continue at the rate experienced during the suburban boom of the 1970's when the county averaged 5,300 units a year. However, the county numbers seem much too pessimistic. Between 1980 and 1985, which is 30% of the 20 year projection period, Baltimore County grew

MAP 1

LAKESIDE MARKET AREA



by about 27,000 households. This growth accounts for almost 45% of the growth projected over the 20 years period between 1980 and 2000.

A more reasonable assumption could be characterized as a Stable Growth scenario. Under this projection, we have assumed that the County will continue to grow at the 9.1% rate experienced over the past 6 years. We believe that the last six years provided a balance between very good and very bad economic times. The average of three years of deep recession and three years of a building boom is a more reasonable gauge of anticipated growth in the County than any earlier historic data reflecting the county's emergence as an urbanized jurisdiction.

Using this stable growth scenario, the market area's number of households was projected to increase by 50% or 23,700 between 1980 and 2000. This stable projection was further refined by subtracting the number of units permitted between 1980 and 1985 to determine the projected demand for dwelling units between now and the year 2000. Between 1980 and 1985, 4,665 units were permitted in the market area. Subtracting these units from the stable scenario, 18,500 additional units will be needed by 2000.

Once the overall growth for the Northwest Baltimore Housing market area was estimated, we evaluated submarkets within the corridor to determine whether the growth projected can be supported or whether there will be movement within the market.

To evaluate small area forecasts, we examined a number of factors. We used the general socio-economic and demographic characteristics described in our previous report to evaluate the general health of the area. We also looked at building permit activity in the recent past, looking at both volume and type of units recently authorized. Land availability was then evaluated based on land surveys conducted by the County and the Regional Planning Council and the inventory of projects presently active in the County subdivision process was analyzed. Finally, we interviewed builders, developers, public and private officials to determine the status of the residential housing market in the area. Based on our evaluation of this information, we adjusted demand within the Reisterstown Road Corridor to determine the demand for Owings Mills and Pikesville west of Park Heights Avenue.

Based on shifts in intra-market demand and other assumptions about the attractiveness of the area, we projected a demand of 15,300 units between 1986 and 2000 for Owings Mills and Pikesville west of Park Heights Avenue. This translates to an average annual demand of 1,092 units per year.

Absorption of Lakeside

To evaluate potential absorption rates for Lakeside, we looked at a number of factors:

We conducted an exhaustive analysis of housing unit demand which considered past growth trends, land availability and future residential and non residential development anticipated in the area.

We examined the proposed unit configuration for the overall Lakeside PUD.

We evaluated the performance of products introduced by Bancroft Homes in the past.

We reviewed the demographic makeup of the market to determine the types of units that would be most suitable for the households likely to move into the defined market area.

Based on this information, we believe that the Lakeside PUD would be capable of supporting 6 different product lines during the first five years of development. These product lines would be targeted to various segments of the housing market. Lakeside would offer class A rental housing and for sale housing for entry level households (garden condominiums, high rise and standard townhouses), move up households (zero lot line detached and garage townhouse) and empty nester households (clusters and high rise). This absorption analysis does not include the units that would be absorbed in the life-care housing planned for the development.

The following is the estimated price ranges in 1986 dollars of the Lakeside housing mix assumed in this analysis:

Mid Rise Rentals	\$500 to \$700 / mo.
Garden Condominiums	\$70,000 to \$100,000
Standard Townhouse	\$80,000 to \$100,000
Cluster/Garage TH	\$150,000 to \$180,000
Zero Lot Line Det.	\$175,000 to \$200,000
High Rise	\$120,000 to \$250,000

Given this unit configuration and these price ranges, we have assigned an annual and monthly absorption rate per product. This assignment is based on historic sales paces of different housing types, the perceived strength of the Owings Mills housing market and the demonstrated strength of the Bancroft townhouse and garden apartment condominium products to date. This

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Planning Board Members Date: June 18, 1986
 FROM: Arnold Jablon
 Zoning Commissioner
 SUBJECT: Lakeside Planned Unit Development (P.U.D.)

The attached certified copy of "Lakeside" a neighborhood planned unit development (P.U.D.) is submitted to you in accordance with Zoning Regulations applicable to unit developments. Also attached is the cover letter that was sent to County and State agencies along with their copy of "Lakeside". The Planning Board review date is tentative, inasmuch as it represents the earliest date July 24, 1986 that the Board could review and take action.

AJ:JED:kbb

ARNOLD JABLON
 Zoning Commissioner

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 Mr. Charles H. Culbertson
 John Disney, Esquire
 Mr. Edmund Dotterweich
 Mr. Kenneth D. Dryden
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 Mr. Lewis Hess
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 Mr. Harold Gibbs Reid
 Carolyn H. Thaler, Esquire
 Mr. Dale T. Volz
 Mr. Joshua R. Wheeler
 Mr. Phillip W. Worrall

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Norman E. Gerber, Director of Planning and Zoning and Addressees Listed Below Date: June 17, 1986
 FROM: Arnold Jablon
 Zoning Commissioner
 SUBJECT: Lakeside Planned Unit Development (P.U.D.)

In accordance with the Planned Unit Development regulations, I am transmitting herewith a certified copy of the proposed authorization Plan for "Lakeside" a neighborhood planned unit development (P.U.D.). Your complete review and comments are required by July 11, 1986. Your comments will be instrumental in the final actions of the Planning Board with respect to this development. At the present, it is proposed that the Board will take final action on July 24, 1986. This action will be limited to one of the following:

- Adoption of a favorable report on the proposed authorization plan; [Bill No. 100, 1970]
- Modification of such plan and adoption of a favorable report on the plan as modified; or [Bill No. 100, 1970]
- Adoption of an unfavorable report on the plan. [Bill No. 100, 1970]

Not more than 45 days after Planning Board actions the Zoning Commissioner shall hold a public hearing and the above comments will also be instrumental in the Commissioner's decision.

A Planned Unit Development cannot be compared to any other Development or subdivision plan normally processed by the County. It's size alone, 400 plus acres, affords the County many benefits regarding neighborhood design and controlled growth. For this reason zoning regulations usually applicable to Development/Subdivisions do not apply instead with few exceptions, PUD development is given carte blanche regarding setbacks between buildings, height to height setbacks, window to property line and tract boundary line setbacks, parking regulations, and sign regulations. Additionally, the zoned density of the tract is increased by approximately 50% and residential zoned portions of the tract can be used for commercial/retail purposes at a rate of 20 square feet per density unit permitted.

The purpose of the relaxed regulations is to provide the developers every opportunity to design and develop a well planned neighborhood that benefits all. It being the intent of PUD regulation that plans for unit developments establish higher or more specific standards than those prescribed for general application.

Page Two
 June 17, 1986

Please bear in mind that the plans (exhibits) submitted with the text of the authorization plan are conceptual and subject to change. They are intended to provide the reviewer with an over view of the developments planned design characteristics relative to the number and type of housing units, the extent of Retail/Commercial development, locations and methods of providing parking, the general extent of public and private recreational areas, and the allocation of open space. For this reason it is suggested that your comments deal with the general impact, positive or negative, that the proposed Lakeside PUD can be expected to have on matters that relate to your jurisdiction. Prior to issuance of Building Permits a "Final Development/CRO Plan" must be processed through the usual channels and this plan will be reviewed for detailed compliance to your agency's standards and requirements.

Questions may be referred to any of the following persons:

Mr. Uri Avin, Deputy Director of the Office of Planning and Zoning, 494-3211
 Mr. Frank Fisher, Chief of the Community Planning Division, 494-3480
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 Mr. Robert L. Hannan, Director, Economic Development Commission
 Mr. Harry J. Pistel, Director, Department of Public Works
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 KRAMON & GRAHAM, P.A.
 500 LIFE BUILDING
 CHARLES CENTER
 BALTIMORE, MARYLAND 21201
 (301) 752-6030
 Telex: 539-1259
 (301) 539-1259

June 4, 1986

HAND DELIVERED

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

Dear Mr. Jablon:

Enclosed herewith are thirty (30) copies of the Lakeside PUD Authorization Petition, as well as the Variance and Special Hearing Petitions and all necessary Exhibits for filing.

The submitted copies should be sufficient for distribution to all necessary parties. Please call me if any additional copies are required.

Sincerely,

Jeffrey A. Scherr

JHS:et

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TABLE OF CONTENTS

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PETITION FOR AUTHORIZATION OF A NEIGHBORHOOD UNIT DEVELOPMENT AT OWINGS MILLS TOWN CENTER - "LAKESIDE" BY BANCROFT HOMES OF OWINGS MILLS, INC.

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

Bancroft Homes of Owings Mills, Inc. (hereinafter referred to as "Petitioner"), contract purchaser of certain property situated in Baltimore County which is described in the description (Exhibit 1) and plan (Exhibit 5), (hereinafter referred to as the "Property") hereby petitions for Authorization of a Unit Development at Owings Mills Town Center. Immediately following this Petition are a series of fourteen exhibits which are hereby made a part of this Petition.

The Authorization is sought for a Neighborhood Unit Development in accordance with Section 430.2 Unit Developments, Article 4 Special Regulations of the Baltimore County Zoning Regulations (hereinafter referred to as the "PUD Regulations"). The gross area of the development tract shall exceed 250 acres and shall be less than 600 acres.

This Authorization Petition is being submitted at the request of the Baltimore County Office of Planning and Zoning. The Authorization Petition is also being submitted simultaneously with a Petition For a Height Variance and a Petition For a Special Hearing on whether indoor recreational facilities, day care facilities, life care facilities and fast food drive-through restaurants may be permitted on the Property. Petitioner seeks to have the relief prayed by all three Petitions granted or, if the relief requested is not granted as to any one or more Petitions, to accept or reject the relief granted and proceed or

not proceed to develop the Property in accordance with the relief granted.

Petitioner supports this Petition based upon the grounds set forth below:

INTRODUCTION

The Property consists of 431.277 +/- acres and will be referred to as "Lakeside". It is located adjacent to the Owings Mills Town Center. The Plan for Owings Mills (hereinafter referred to as the "County Master Plan") calls for the Property to be surrounded by a 140 acre lake on the north end of the site. On the western end it is bordered by Soldier's Delight, a 2,000 acre natural wooded preserve, and recreation and parks facilities and schools to the south. Lakeside has been planned by Petitioner to include residential, commercial, retail and recreational uses with an emphasis on high quality design and land use. These goals are identical to those set forth in the County Master Plan. See, County Master Plan, pages 4 through 5 and 34. Approval of the submitted PUD Plan will permit Petitioner the flexibility necessary to provide the accelerated rate of development within the Owings Mills area and the extra open space, amenities, and good design which are the objectives of the County Council and the Planning Board as stated in the County Master Plan. See County Master Plan at 5 and 34.

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Lakeside will include 5,525 homes of high and medium density. The types of homes which currently fit this definition

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TABLE OF CONTENTS

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BALTIMORE COUNTY, MARYLAND

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 Ms. Judy Sussman
 Hon. Charles J. Ruppberger III

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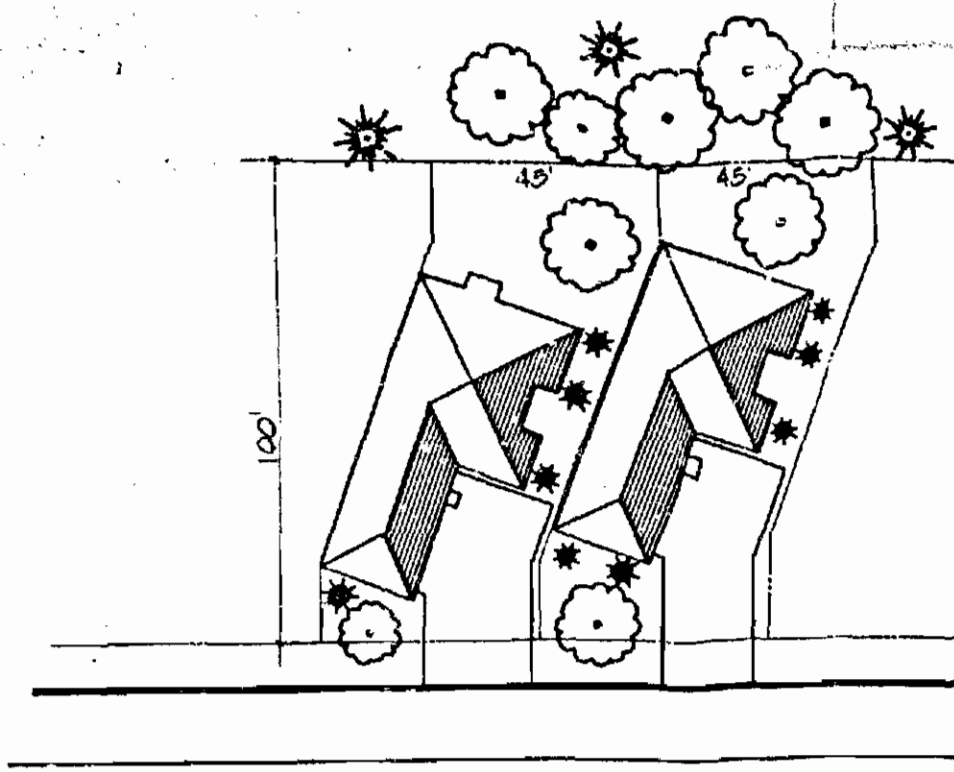
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INTRODUCTION

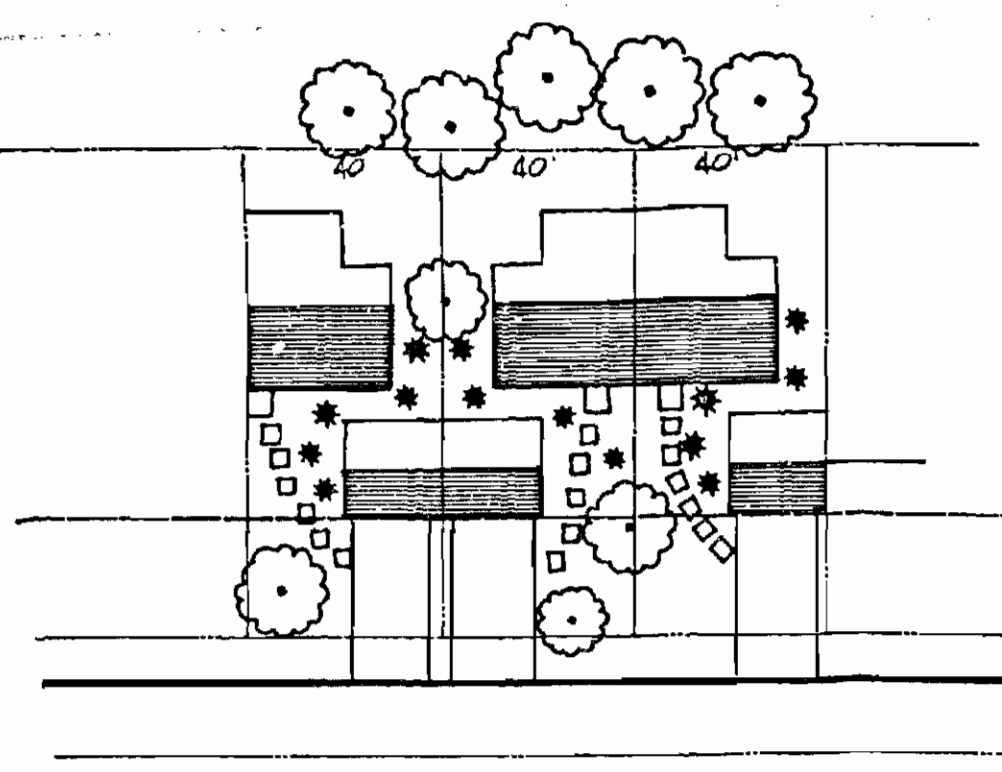
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Housing

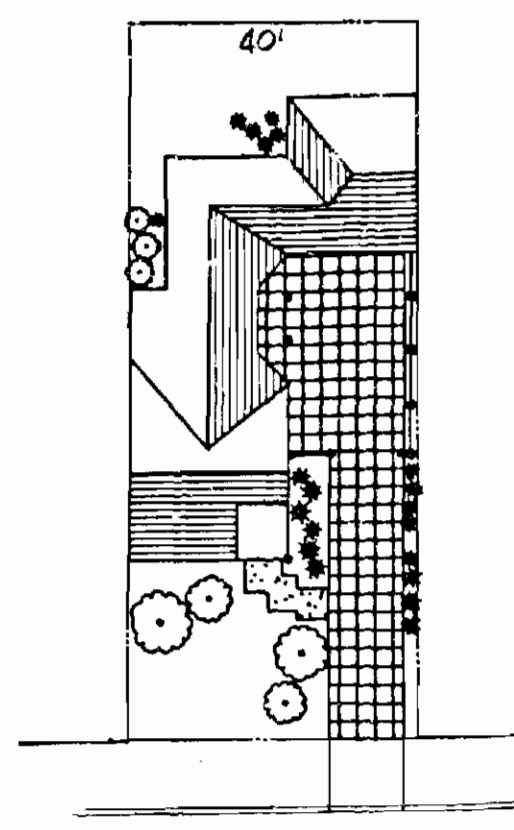
Lakeside will include 5,525 homes of high and medium density. The types of homes which currently fit this definition



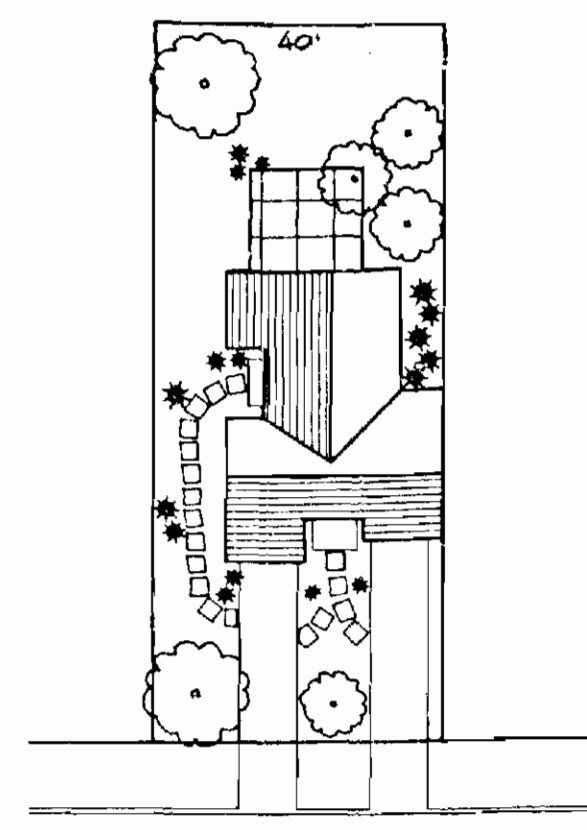
1. MED.DENSITY HOUSING
ZERO LOT LINE S. F. DWLG.
(2 off street parking spaces/unit)
SCALE 1"=30'



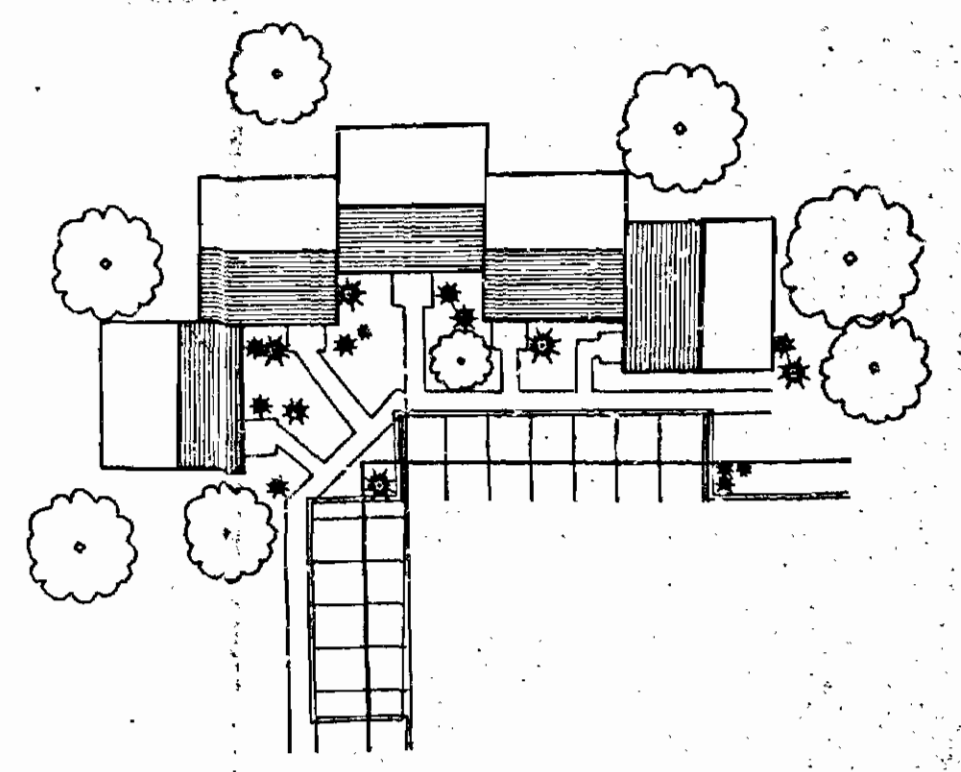
2. MED.DENSITY HOUSING
ZERO LOT LINE S.F.DUPLEX DWLG.
(2 off street parking spaces/unit)
SCALE 1"=30'



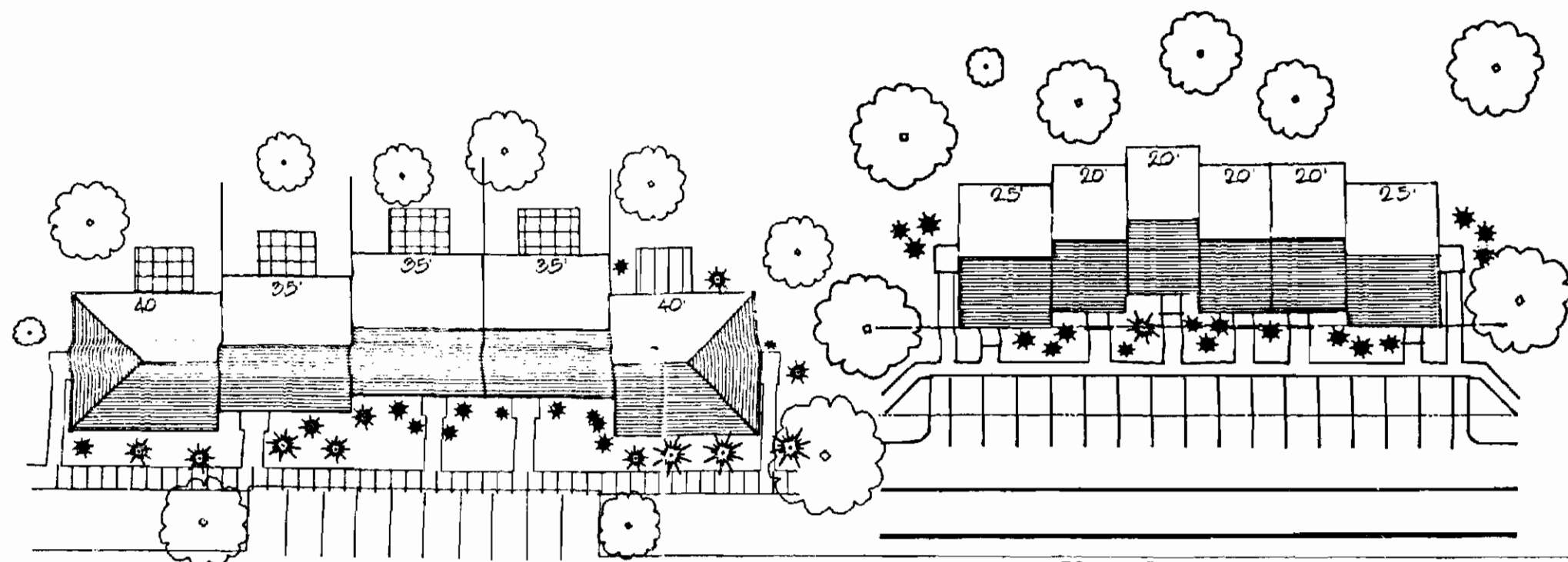
3. MED.DENSITY HOUSING
ZERO LOT LINE S.F.DWLG.
(2 off street parking spaces/unit)
1" = 20'



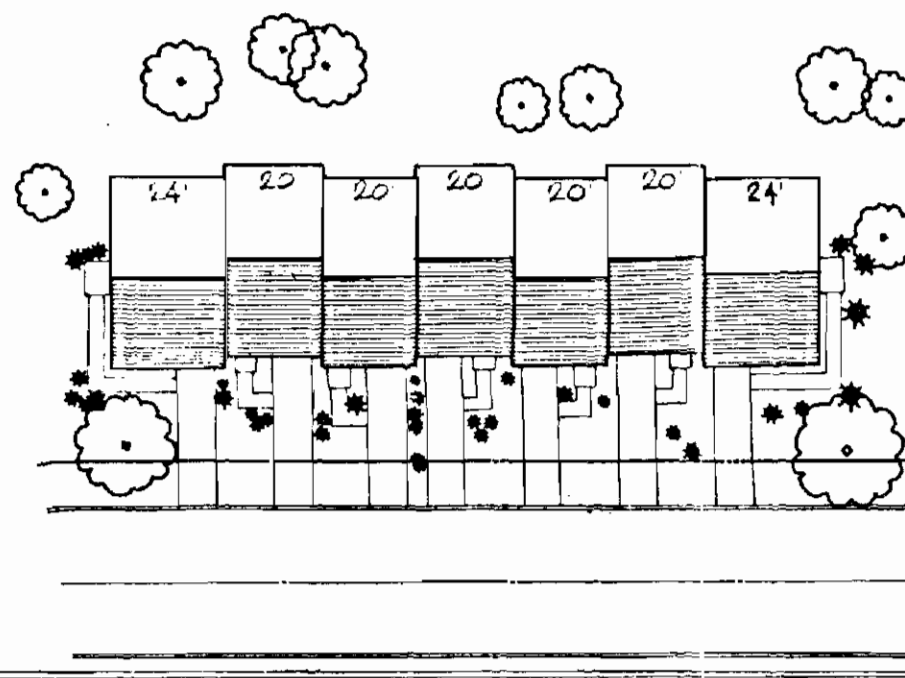
4. MED.DENSITY HOUSING
ZERO LOT LINE S.F. DWLG.
(2 off street parking spaces/unit)
1" = 20'



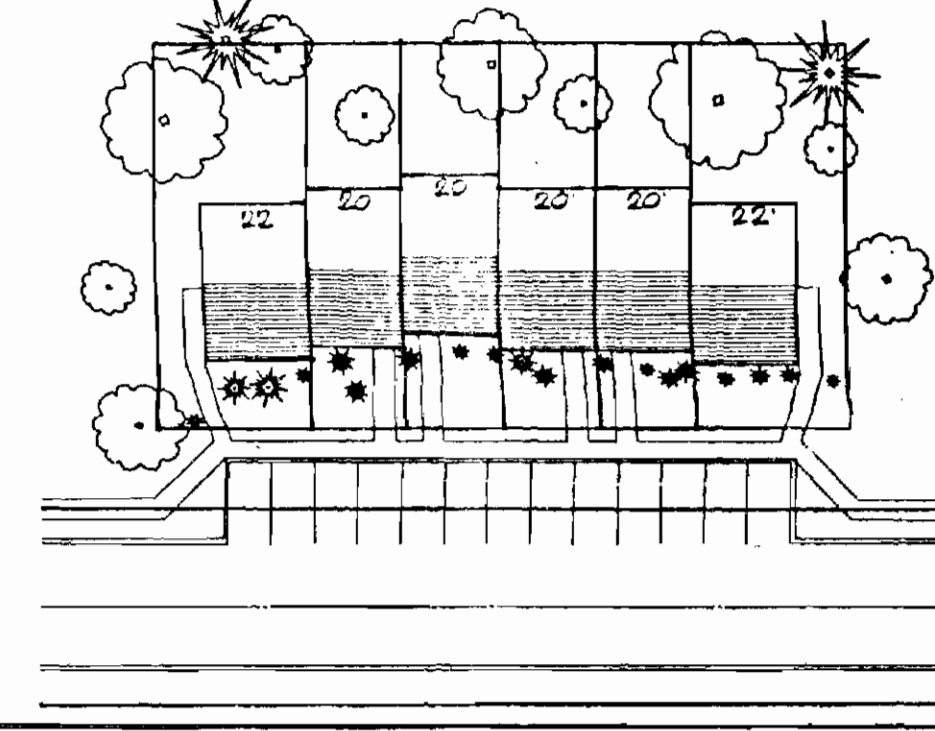
5. MED.DENSITY HOUSING
30 X 30 CLUSTER DWLGs.
(2.25 parking spaces/unit)
NOT TO SCALE



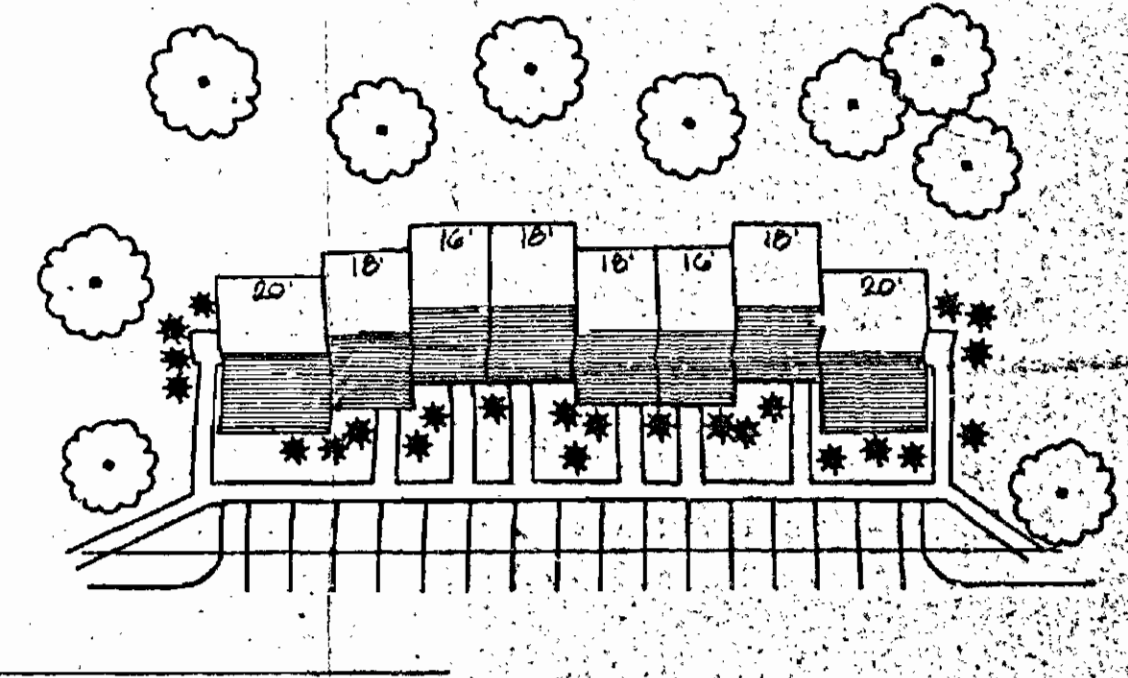
6. MED.DENSITY HOUSING
40'/35' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



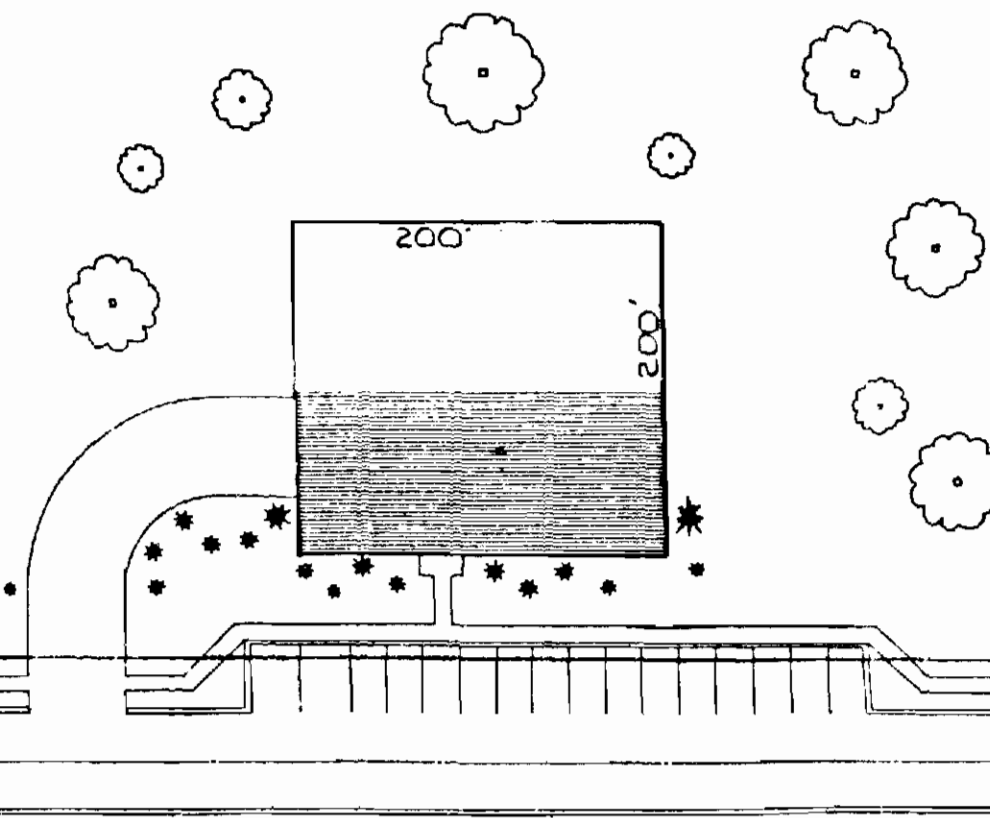
8. MED.DENSITY HOUSING
GARAGE TOWNHOUSE DWLGs.
(2 off street parking spaces/unit)
scale 1"=30'



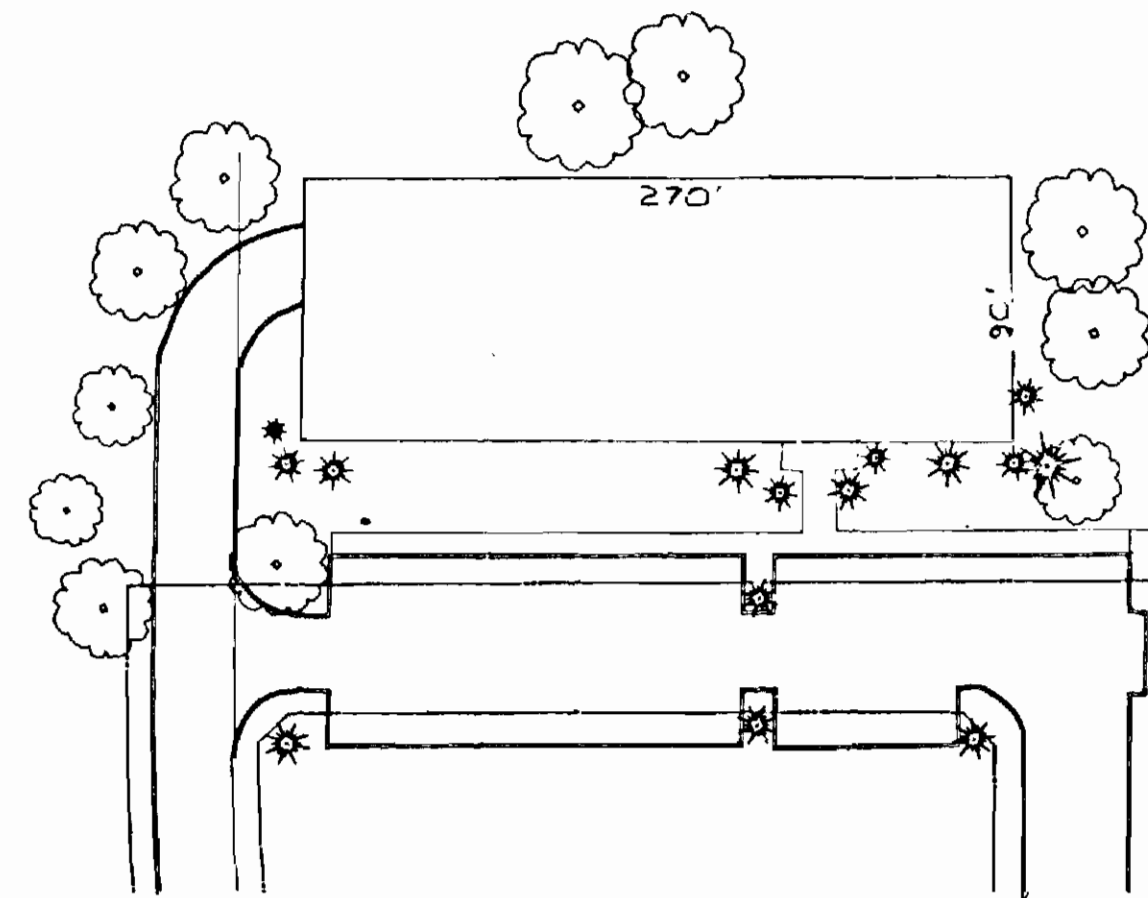
9. MED.DENSITY HOUSING
22/20 TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
SCALE 1"=30'



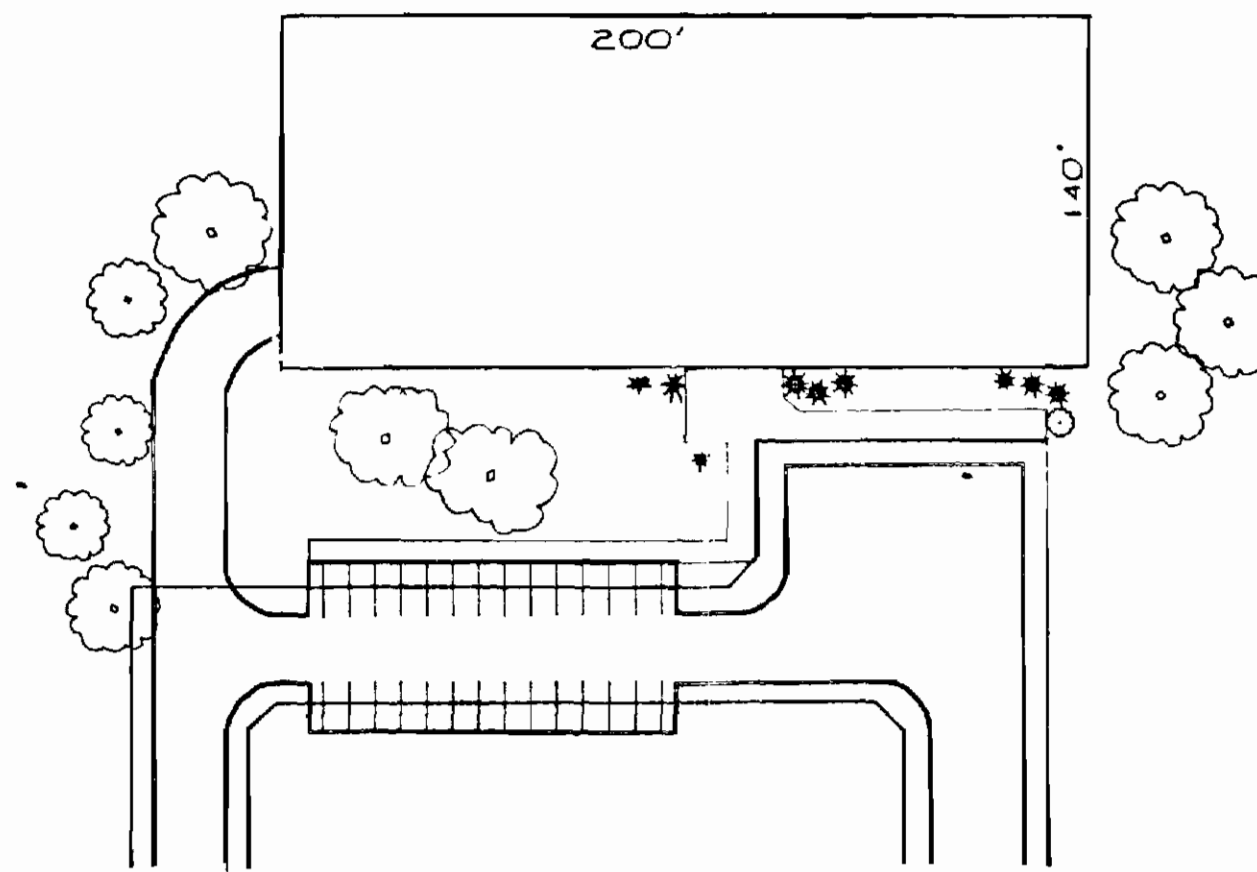
10. MED.DENSITY HOUSING
20/16/16' TOWNHOUSE DWLGs.
(2.25 parking spaces/unit)
1" = 30'



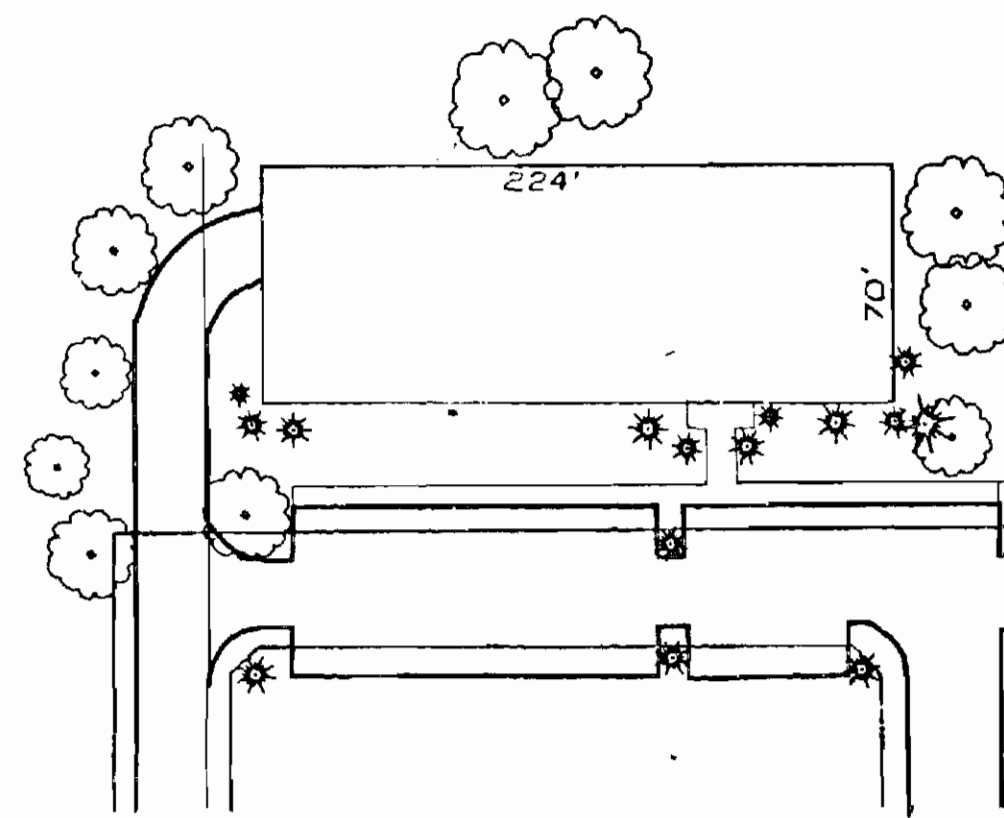
11. HIGH DENSITY HOUSING (10 - 12 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(1.5 Underground + 0.5 Surface Parking Spaces/Unit)
NOT TO SCALE



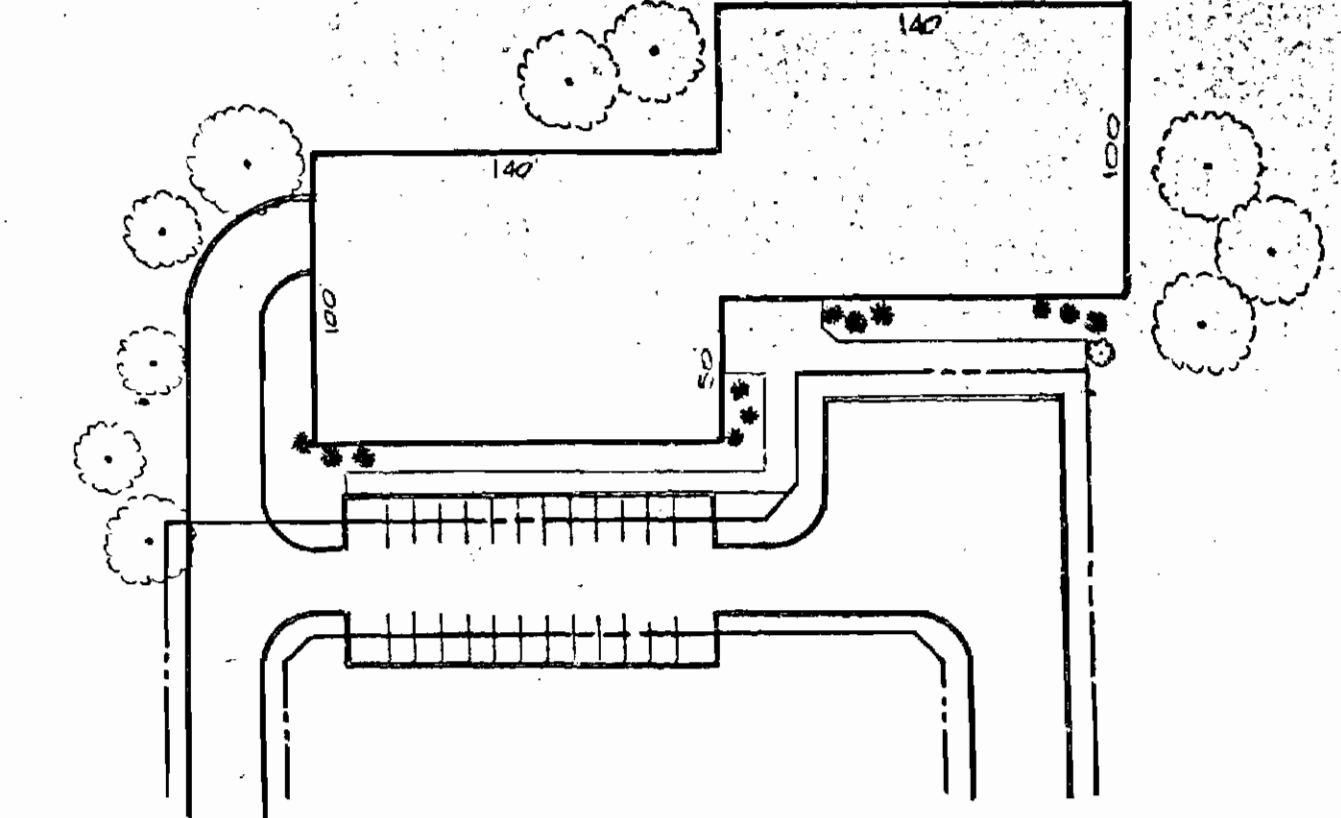
12. HIGH DENSITY HOUSING (4 - 10 STORIES)
APARTMENTS - 1 STORY UNITS (ELEVATOR BLDG. IF OVER 4 STORIES)
(1 Underground + 1 Surface Parking Space/Unit)
NOT TO SCALE



13. HIGH DENSITY HOUSING (30 - 35 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(2 Underground + 0.25 Surface Parking Spaces/Unit)
NOT TO SCALE



14. HIGH DENSITY HOUSING (7 - 10 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(1 Underground + 1 Surface Parking Space/Unit)
NOT TO SCALE



15. HIGH DENSITY HOUSING (30 - 35 STORIES)
APARTMENTS - 1 & 2 STORY UNITS (ELEVATOR BLDG.)
(2 Underground + 0.25 Surface Parking Spaces/Unit)
NOT TO SCALE

NOTE:
ON ALL HIGH DENSITY BUILDINGS, MULTI-LEVEL
SUBSURFACE AND SURFACE PARKING WILL BE
PROVIDED WITHIN THE DEVELOPABLE AREAS.

NOTE: THIS PLAN IS SHOWN FOR ILLUSTRATIVE PURPOSES
ONLY, AS AN EXAMPLE OF HOUSING CONCEPTS
THAT WILL BE MODIFIED AS REQUIRED AFTER
BUILDINGS ARE DESIGNED ON THE SITE.

HOUSING TYPES - TYPICAL EXAMPLES

LAKE SIDE
A PLANNED UNIT DEVELOPMENT

PREPARED BY:
Bancroft Homes
9505 REISTERSTOWN ROAD, OWINGS MILLS, MD. 21117
(301) 343-1000

EXHIBIT NO. 6

JUNE 4, 1986

its statute PUDs may include "any nonresidential use, to the extent such nonresidential use is designed and intended to serve the residents of the planned unit development, and such other uses as exist or may reasonably be expected to exist in the future . . ." 297 A.2d at 585-86 (emphasis added).

Examination of the land uses permitted in a Neighborhood PUD under the Baltimore County Zoning Regulations reveals an intent to foster development of a similarly broad scope, as the uses allowed run the gamut of those that might have been in place in a residential community in the 1960's. Given the intent of the PUD Regulations stated at section 430.1.A.2, PUD development is intended to allow both Baltimore County and the Petitioner maximum flexibility so that, working together outside the constraints of conventional zoning, they can fashion a community that is best structured to meet the needs of its residents.

To implement this flexibility, the PUD Regulations and the body of law that has evolved regarding PUDs encourage an array of uses. Issues of statutory construction can arise when a use, not expressly mentioned in an ordinance, later becomes prevalent.

Rathkopf's treatise The Law of Zoning and Planning recognizes that "problems of ordinance interpretation can arise when a particular use simply is not dealt with by an ordinance due to the fact that the use was not prevalent or well-known at the time the ordinance was enacted." Vol. 1, Ch. 9 Supp. at

4

142. Interpretive problems of this sort, the authors state, can be resolved by comparing the use in question to a use covered by the ordinance. See Van Sciver v. Zoning Board of Adjustment 396 Pa 646, 152 A.2d 717 (1959). In Van Sciver the contested use had not been prevalent or widespread at the time the relevant ordinance had been enacted. The case involved an application to establish a laundromat under an ordinance which permitted "steam laundries" in industrial zones and "hand laundries" in commercial zones. The court found the laundromat to be analogous to a "hand laundry" and therefore allowed establishment of the laundromat in a commercial zone. The court in Bellwood Dairy Co. v. City of New Rochelle, 7 N.Y.2d 374, 165 N.E.2d 566 (1960) applied similar reasoning when it held that zoning ordinances must be interpreted flexibly to accommodate developing commercial practices.

Petitioner urges that similar logic be employed in ruling on its requested land uses. Day care, life care, recreation and drive-through restaurants have each become more prevalent. Each can be said to be an integral part of society in the 1980's. As the number of one-parent households and households with both parents working increases, as the population ages, as people live longer and as people make better use of their spare time, the trend will continue. Had the PUD ordinance been drafted today, provision would have been made for these uses. It makes little sense to build a community that anticipates a population of over 16,000 people where none of

5

these people will be young enough to need day care, none will be old enough to need life care, none will exercise indoors and all will have a sufficient amount of leisure time to not have a need for a convenience, fast food or "to go" restaurant.

In construing the Baltimore County PUD ordinance today we must focus upon the intent of the legislature in 1970. As noted above, that intent was to make provision for great flexibility so as to allow the "full range" of uses desirable. The spirit of the enactment has not changed, but the full range of desirable uses is broader than it was in 1970. The principle stated in The Law of Zoning and Planning (*supra*) that "[t]he evident policy and purpose of the act constitute . . . a 'touchstone' for the expansion of narrower terms." Vol. 1 Section 9.04 (emphasis supplied) must be followed and the "[legislative] intention should properly be determined with regard to the general conditions of the time of enactment." Society of Divine Word v. County of Cook 107 Ill.App.2d 363, 247 N.E.2d 21, 25 (1969).

Petitioner urges that the emphasis placed on the "bricks and mortar" aspect of development not be allowed to overshadow what should be the primary underlying objective of all planned development, that of providing the highest quality living environment for people. It is true, for example, that PUD development allows an efficient layout for sewers and roads, and that its compact nature preserves our valuable open space. Most important, however, is the fact that PUDs, if well-planned, can create a better living environment enabling families to have

6

most of their needs met within the community. In enumerating the list of permitted uses, the legislature in 1970 sought to achieve that goal. Petitioner requests the Zoning Commissioner to "consider the reason or necessity for the enactment and the meaning of the words, enlarged or restricted, according to their real intent." Petterson v. City of Napperville, 9 Ill.2d 233, 245, 137 N.E.2d 371 (1956) (emphasis supplied). When viewed in this light the requested uses should be permitted.

Each of the four requested uses is appropriate for Lakeside when viewed in light of the criteria set forth in Section 502.1 of the Baltimore County Zoning Regulations and in light of the objectives of the County Master Plan. Lakeside will promote many of the goals stated in the Master Plan. The meticulous planning process to which Petitioner is committed will allow realization of those goals in full compliance with the 502.1 guidelines.

Clearly, none of the proposed uses will be detrimental to the health, safety or general welfare of the community. In their absence, Lakeside residents will have to travel out of the community to find similar facilities. This would frustrate one of the most basic goals of a PUD, which is to provide "diversified, well-planned and -designed large integral communities," 430.1.A.1.d., as well as a goal of the County Master Plan to provide "a variety of living, working and leisure opportunities for people of diverse ages, incomes and interests . . ." County Master Plan at 34. The traffic generated by the four uses will be no more than anticipated under the Master

7

Plan, which targets Owings Mills "for an infrastructure of roads and utilities designed to support high density development . . ." County Master Plan at 4. Nor would the uses tend to overcrowd Lakeside and its vicinity, interfere with adequate light and air, or create a potential hazard from fire, panic or other dangers. None of the uses will interfere with the adequate provision of "public requirements, conveniences, or improvements"; rather each will inure to the benefit of the population. The County Master Plan, for example, states that an Owings Mills Senior Center will be needed. County Master Plan at 46. Each of the four uses is consistent with the "spirit and intent" of the PUD Regulations, will provide needed services to Lakeside residents, and will contribute to the vigor of the local economy.

Finally, each of the four uses complies with the standard articulated by the Court of Appeals in Schultz v. Pritts, 291 Md. 1, 432 A.2d 1319 (1981). In Schultz the court held that a request for a special exception could be granted if at the proposed location the proposed use would have no "adverse effect above and beyond that ordinarily associated with such uses." 291 Md. 1 at 22. It cannot be said that, given Petitioner's commitment to meticulous planning, any of the four uses when located in Lakeside will cause such an "adverse effect above and beyond that ordinarily associated with such uses." Id. at 22.

8

WHEREFORE Petitioner prays that the Zoning Commissioner conduct a special hearing and rule that (1) private indoor recreational facilities may be permitted in the proposed neighborhood unit development, (2) day care facilities may be permitted in said neighborhood unit development, (3) life care facilities may be permitted in said neighborhood unit development, and (4) drive-through restaurants may be permitted in said neighborhood unit development; and grant Petitioner the right to reject said relief if the Petition for Authorization and/or the Petition for Special Hearing and/or any relief sought therein is not granted.

Further, Petitioner seeks to reserve the right to exercise its discretion to reject any relief granted in this Petition if the relief granted in this Petition is at variance with the relief prayed in this Petition or any of the other two Petitions filed simultaneously herewith or if any timely appeal is filed by any person, partnership, corporation and/or other entity from the relief granted by the Zoning Commissioner, such rejection to occur within sixty (60) days after such relief is granted.

Respectfully Submitted, this 5th day of June, 1986.

Bancroft Homes of Owings Mills, Inc.

By Terry M. Rubenstein
Terry M. Rubenstein, Vice President
and Co-Chief Executive Officer

PETITIONER

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By its Attorneys:

Jeffrey H. Schmitt
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RECEIVED
AUG 21 1986
ZONING OFFICE
Bancroft Homes
9505 REISTERSTOWN ROAD
OWINGS MILLS, M.D., 21117
(301) 363-BONE

LETTER OF TRANSMITTAL
8/21/86
MR. NORMAN E. GERBER
LAKESIDE P.U.D.

TO: OFFICE OF PLANNING AND ZONING
BALTIMORE COUNTY COURTS BLDG.
TOWSON, MD. 21204

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:
☐ Shop drawings ☒ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐

COMES	DATE	NO.	DESCRIPTION
1	8/21/86	1	EXHIBIT #6 - REVISED

THESE ARE TRANSMITTED as checked below:
☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☒ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐
☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS
WE HAVE ADDED THE PARKING
DISTRIBUTION FOR THE HIGH
DENSITY HOUSING TYPES, PER
YOUR REQUEST

MR. ARNOLD JABLON PRINT
MR. ULI AVAN PRINT
MR. FRANK FISHER PRINT
MR. DAVE FIELDS PRINT
COPY TO: T.R., J.R., J.H.S.
DIRECTOR OF ENGINEERING

7/15/87

CHART A

Zone	Maximum Height Under PUD Regulations, in Feet	Maximum Height Without PUD Classification, in Feet
D.R. 1	85	50
D.R. 2	85	50
D.R. 3.5	85	50
D.R. 5.5	85	50
D.R. 10.5	100	50
D.R. 16	120	60
R.A.E. 1	120	85
R.A.E. 2	No limitations	No limitations

PETITION FOR SPECIAL HEARING
TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situated in Baltimore County and which is described in the description and map attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 300.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve.

See Attached Page.

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

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

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

Contract Purchaser:
Berkley House of Owings Mills, Inc.

City and State: Baltimore, Maryland

By: *James M. Berkley* (Type or Print Name)
Signature: *James M. Berkley* (Type or Print Name)

Not President and Co-Owner
Signature: *James M. Berkley* (Type or Print Name)

City and State: Baltimore, Maryland

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Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that by reason of the following finding of fact that:

Life care centers in any residential section shown on Exhibit 5 attached to the Petition for Authorization of a Neighborhood Unit Development at Owings Mills Town Center ("PUD" Petition) filed simultaneously herewith, day care centers in any residential section of the said Exhibit attached to the said PUD Petition, an indoor recreational facility in Section 4 of the said Exhibit attached to the PUD Petition and a fast food drive-through restaurant in any retail, office and recreational area on said Exhibit attached to the PUD Petition. The grounds for granting the approval requested are set forth in the Memorandum attached hereto and made a part hereof.

MEMORANDUM IN SUPPORT OF A
PETITION FOR SPECIAL HEARING ON WHETHER PRIVATE
INDOOR RECREATIONAL FACILITIES, DAY CARE FACILITIES,
LIFE CARE FACILITIES, AND DRIVE-THROUGH FAST FOOD RESTAURANT
FACILITIES MAY BE PERMITTED IN A NEIGHBORHOOD PLANNED
DEVELOPMENT AT OWINGS MILLS TOWN CENTER - "LAKESIDE"

This Petition is submitted for hearing and disposition in conjunction with the Petition for Authorization and the Petition for a Variance. The Exhibits referred to herein are the same Exhibits referred to in conjunction with the Petition for Authorization and are hereby made a part hereof.

Petitioner seeks approval of four land uses. These four uses are:

- (1) private indoor recreational facilities;
- (2) day care facilities;
- (3) life care facilities;
- (4) drive-through fast food restaurants.

Petitioner seeks approval of these uses with the further request that the approval granted extend to and include future changes in the nature of each use as it evolves in our fluid society.

Day care includes both pre-school and after-school care for school-age children and all-day care for pre-schoolers. Petitioner requests that the approval granted embrace any subsequently developing variations in the provision of day care.

Life care denotes the provision of general health care services in a domiciliary setting for senior citizens desiring not to live independently, but not requiring full time nursing. This concept includes communal eating facilities, accessory retail and office facilities, staffing to provide for

continuous availability of trained health personnel, nursing home care, and recreational services in a setting designed to promote the development of a dynamic community of older citizens, not just a housing project which "warehouses" such citizens. Petitioner requests that the approval of life care facilities constitute approval as well for differing modes of life care as they evolve from time to time.

Private indoor recreational facilities include generally the array of weight training, conditioning and sports facilities now popular and, as with the other use categories, such additional recreation-related activities as should come into vogue.

Drive-through fast food restaurants are popular convenience restaurants where one may either eat in the restaurant and have, for example, children's birthday parties, or drive through one at a time to pick up food "to go", such as McDonalds or Burger King.

The justification advanced in support of one of the proposed uses will be equally appropriate with regard to each of the others. This is because while common today, each of these land uses was not prevalent in 1970 when the Baltimore County PUD Regulations were adopted. Their inclusion in the Lakeside PUD in 1986 is entirely consistent with both the explicit and implicit goals and objectives of Baltimore County's Zoning Regulations and PUD Regulations adopted by jurisdictions throughout the country.

The Declaration of Findings at section 430.1.A.1.b. of

the Baltimore County Zoning Regulations states that PUD development is intended to "provide for the full range of nonresidential uses that may be desirable . . ." At section 430.1.A.2. of the Regulations, the PUD is described as designed "to foster urban growth patterns which afford optimum levels of economy and efficiency and which afford the greatest variety and abundance of group opportunities . . ." (emphasis supplied).

Examination of decisions from other jurisdictions can be helpful in construing the legislature's intent when it used the language quoted above. In *Cheney v. Village 2 at New Hope, Inc.*, 429 Pa. 626, 241 A.2d 81 (1968), the court holding that a broad range of uses is permissible in a PUD, set forth a lengthy list of examples and noted that under the borough zoning enabling act the only limit on proposed PUD uses would be that they "promote the health, safety, morals, or general welfare of the borough." 241 A.2d at 86.

The broad scope of permissible uses in a PUD is reflected also in the decision of *Oxinda Homeowners Committee v. Board of Supervisors* 11 Cal. App. 3d 768, 90 Cal. Rptr. 88 (1970), in which the court, quoting Hagman, Larson and Martin, *California Zoning Practice* at 236, described a PUD as a "tract of land absolved from conventional zoning to permit clustering of residential uses and perhaps compatible commercial and industrial uses. . . ." 11 Cal. App. 3d 772 at 772. Similarly, the court in *Rudderow vs. Township Committee of the Township of Mount Laurel*, 121 N.J. Super. 409, 297 A.2d 583 (1972) noted that under

group opportunities . . . " PUD Regulations section 430.1.A.2. The Petitioner requests this height variance not merely for its own "convenience", but because high rise development can constitute a key component of the diversity and flexibility which are integral to PUDs. See McLean v. Soley at 212 quoting Carney v. City of Baltimore, 201 Md. 130, 93 A.2d 74 (1952).

Not only can the relief requested be granted in "such fashion that the spirit of the ordinance will be observed and public safety and welfare secured" but the construction of high rise buildings is expressly recommended by the County Master Plan. McLean v. Soley, at 214-215, County Master Plan for Owings Mills ("County Master Plan") at 38. The high rise residential buildings Petitioner seeks to construct will also promote the Master Plan objective of providing a "variety of living, working and leisure opportunities for people of diverse ages, incomes, and interests . . ." County Master Plan at 34.

The requested variance will benefit many persons other than Petitioner. McLean v. Soley, at 213. It will provide residential accommodations for those who prefer high rise living and will contribute to and enhance the unique "sense of place" that Petitioner seeks, through its planning and design, to instill in Lakeside. This will be accomplished without "injury to the public health, safety and general welfare" McLean v. Soley, at 213. In addition, use of high rise buildings, especially in Section 3A, The Point, dramatically increases open space.

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Petitioner believes that the situation presented here is quite like that ruled upon in Loyola Loan Ass'n v. Buschman, 227 Md. 243, 176 A.2d. 355 (1961). In that case the Court of Appeals considered the criteria for granting a zoning variance and stated that "to restrict Loyola to a building of uneconomic size where, as here, the Board's findings that there is no injury to the public health, safety and general welfare and that the proposed variance is in strict harmony with the spirit and intent of the Regulations should be upheld, would, we think, place too narrow a constriction on Section 307 . . ." (sic) 227 Md. at 250 (emphasis added).

Petitioner notes further that its variance request pertains to unique portions of the Lakeside tract, and that Lakeside itself is unique, in that it will be the only PUD in Baltimore County. The Court of Appeals, in ruling on a zoning variance request, held in Carney v. City of Baltimore, 201 Md. 130, 137, 93 A.2d 77 (1952) that "[t]he expression of practical difficulties or unnecessary hardships means difficulties or hardships which are peculiar to the situation of the applicant and are not necessary to carry out the spirit of the ordinance and which are of such a degree of severity that their existence amounts to a substantial and unnecessary injustice to the applicant," (emphasis added).

Other courts when discussing the benefits provided by a PUD, recognize that height and area flexibility are essential to PUD development. In discussing the benefits resulting from the

5

abrogation of the strictures of conventional zoning in PUD Regulations, the court in Orinda Homeowners Comm. v. Board of Supervisors, 11 Cal. App. 3d 768, 90 Cal. Rptr. 88 (1970), noted that increasing density of development on a portion of the tract would allow the retention of natural ground elevations and features on the remainder of the tract. The Orinda court, quoting Hagman, Larson and Martin, California Zoning Practice, at 236, also described a PUD as a "tract of land absolved from conventional zoning to permit clustering of residential uses, and perhaps compatible commercial and industrial uses, and permitting structures of different heights" (emphasis added).

A Michigan court has ruled that in construing a zoning ordinance provision, it is proper to consider the physical conditions of the area where the ordinance is intended to operate as a guide to interpreting legislative intent. Township of Peacock v. Panetta, 81 Mich. App. 733, 265 N.W. 2d 810 (1978). Similarly, two Washington State cases ruling on the procedural requirements of certain PUD statutes noted that a PUD is intended to achieve flexibility by permitting specified modifications of the customary zoning standards as applied to a particular parcel of land. Lutz v. City of Longview, 83 Wash. 2d 566, 568, 520 P.2d 1374 (1974), Barrie v. Kitsap County, 84 Wash. 2d 579, 585, 527 P.2d 1377 (1974).

In keeping with the liberal construction of PUD ordinances in the cases discussed above, Frederick County, Maryland drafted a PUD ordinance which contains no specific

6

height limitation. Rather, the developer's proposals are reviewed and ruled upon by the Planning Commission. In Washington, D.C. the District of Columbia Court of Appeals sustained a ruling by the Zoning Commission approving an application for a planned unit development involving a combination of high-rise buildings and historical properties on Dupont Circle and the surrounding area in Northwest Washington, D.C. Dupont Circle Citizens Association v. District of Columbia Zoning Commission, 355 A.2d 550 (D.C.) cert denied, 429 U.S. 966, 97 S. Ct. 396, 50 L. Ed. 2d 334 (1976).

Petitioner emphasizes that Lakeside will be a diverse community, offering a range of residential types broad enough to appeal to people of a variety of ages, tastes, and resources. High rise condominiums are the residence of choice for a significant portion of today's population. Given the change in life styles over the past sixteen years, this was probably not the case when the PUD Regulations were implemented in 1970.

Within Lakeside, Petitioner seeks to provide suitable living accommodations for people who prefer high rise living, as well as those who prefer townhouses, single family detached houses, duplexes, etc. Only a height variance will enable Petitioner to provide the desired diversity of housing types.

To further substantiate its request for a height variance, Petitioner makes reference to the PUD development process. PUD development is not development "as of right" in which look-alike tract housing marches across the landscape as

7

if created by a giant cookie cutter. Rather, PUD is intended to offer the possibility of creative solutions to planning problems, and innovative methods of structuring the environment for the benefit of all. The flexibility of PUD development allows a dialogue to develop between the County's planners and the developer. As stated by the court in Rudders v. Township Committee of the Township of Mt. Laurel, 121 N.J. Super. 409, 297 A.2d 583 (1972) PUD "enables municipalities to negotiate with developers concerning proposed uses, bulk, density and setback zoning provisions, which may be contrary to existing ordinances if the planned project is determined to be in the public and individual homeowner's interest." 297 A.2d at 585. This negotiation process can take place in Baltimore County as the County's PUD Regulations expressly grant the Zoning Commissioner the right to modify the PUD standards pertaining to "location, appearance, bulk, use or any other aspect of the development . . ." 430.1.F.5.b. The Petitioner hopes that its proposals will be evaluated with a spirit that seeks to create the best community possible at Lakeside; and if the County also sees the merit of offering high rise living where planned, it will not allow rigid strictures to impede enlightened planning.

The judiciary, in ruling on PUD petitions, has concurred in the above sentiment. In Woodhouse v. Board of Commissioners of the Town of Nags Head, 299 N.C. 211, 261 S.E. 2d 882 (1980) the court recognized that flexibility is "the primary virtue inherent in PUD legislation . . .", and went on

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to quote 82 Am. Jur. 2d Zoning and Planning, Section 106, that the PUD concept "has freed the developer from the inherent limitations of the lot-by-lot approach and thereby promoted the creation of well-planned communities." 261 S.E.2d at 892 and 891. The court noted further that in construing the PUD statute "the intent and spirit of the act are controlling . . ." 261 S.E.2d at 891. The Woodhouse court ruled that the PUD statute in that case imposed no restriction on the types of residential development permitted, regardless of the restrictions that would have been imposed under a conventional zoning regime.

The Court in Cheney v. Vill. 2 at New Hope, 429 Pa. 626, 241 A.2d 81, 87 (1968) similarly recognized that the PUD developer should not be straight-jacketed when it stated, "[o]ne of the most attractive features of the Planned Unit Development is its flexibility; the chance for the builder and the municipality to sit down together and tailor a development to meet the specific needs of the community and the requirements of the land on which it is to be built" (emphasis added). It is to be hoped that development plans for the Lakeside PUD will evolve in an atmosphere infused with the spirit articulated in the above quote.

9

WHEREFORE, Petitioner prays that the Zoning Commissioner grant the height variances requested herein, and allow Petitioner the right to reject said relief if the PUD Petition and/or the Petition For Special Hearing and/or any relief sought therein is not granted.

Further, Petitioner seeks to reserve the right to exercise its discretion to reject any relief granted in this Petition if the relief granted in this Petition is at variance with the relief prayed in this Petition or any of the other two Petitions filed simultaneously herewith or if any timely appeal is filed by any person, partnership, corporation, and/or other entity from the relief granted by the Zoning Commissioner, such rejection to occur within sixty (60) days after such relief is granted.

Respectfully Submitted, this 5th day of June, 1986.

Bancroft Homes of Owings Mills, Inc.

Terry M. Rubenstein
Terry M. Rubenstein, Vice President
and Co-Chief Executive Officer

PETITIONER

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By Its Attorneys:

Jeffrey H. Scherr
Marilyn Hope Fisher
Kramon and Graham, P.A.
Sun Life Building
Charles Center
Baltimore, Maryland 21201

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the land uses proposed by Petitioner are among those expressly approved under the PUD regulations. In certain instances, Petitioner has applied for Special Hearings so as to be allowed to include additional land uses which are in keeping with a diversified, well-planned community.

Flexibility of a second type is equally critical if PUD development at Lakeside is to achieve its full potential. It is best understood in the context of the PUD approval process.

Petitioner's Authorization Plan will be approved prior to the time Petitioner submits for approval detailed CRG/FDP Plans for portions of Lakeside. Submission of these detailed plans will occur in stages, and, consequently, so will the development of Lakeside. This process is not unusual in PUD development. An example of staged development is found in the case studies presented in FUDs In Practice:¹

The master site plan was approved late in 1979. The actual development of the project was phased to meet market demand. As the project develops, formal applications for final plan approval are presented for each size of 40 to 100 units. During the first five years of the project, the flexibility of the process has proved invaluable to the developer. FUDs In Practice p.84.

Similarly, staged development was discussed in another of the case studies:

From a developer's viewpoint, the PUD process should also provide some guarantees.

¹ FUDs In Practice is a 94-page monograph on PUD development published by the American Land Institute.

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Particularly when the proposed project is to be phased or built in stages over a long time, some assurance that the entire project will be allowed may be essential to its feasibility. In these cases, it usually is not possible to obtain final approval for the entire project at one time, but, generally, a developer should request conceptual or preliminary approval for all phases of a project when final approval is granted for the first phase of development. The developer of Lincoln Village West, for instance, obtained approval of a concept plan for the entire 773-acre mixed-use project in 1967. The developer then obtained final approval and zoning changes for each section of the project as needed over the next 12 years. This approach was both useful and successful in that case, but its success depended, to a great extent, on the excellent relationship between the development team and the local planning staff. FUDs In Practice p. 25.

It is imperative that the County's review of CRG/FDP Plans be flexible enough to allow the approval of those CRG/FDP Plans that, due to changed conditions, have evolved from the original Authorization Plan, but are still "in accordance with that Plan." The need for this sort of flexibility is repeatedly stressed in FUDs In Practice. On page 24 it is stated that:

One of the primary advantages of the PUD process is the flexibility it provides developers, both in developing initial plans and in changing those plans to respond to changing conditions or market forces.

Market factors with the potential to influence Lakeside could be associated with the local economy, or could be pervasive regional or national market shifts. At page 40 of FUDs In Practice, the author notes:

Thus, the major trends that have influenced the PUD product in recent years have all been related to larger economic and social conditions. The rise in interest rates and

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land costs have limited the feasibility of large-scale development and resulted in smaller, more upscale PUDs. The expansion of the empty nester and second-home markets has made such projects marketable, while inflation has led to the development of smaller units at higher densities in many PUDs.

In undertaking to build a large-scale PUD such as Lakeside, Petitioner exposes itself to market risks. The demand for any given housing type may fluctuate appreciably during the lengthy development period. Demographic factors such as family size, and economic factors, such as home heating costs, are but two examples of the sorts of conditions that can impact the housing market. Broad-based economic downturns or upturns, as well, would inevitably influence the market. See FUDs In Practice pp. 7-10 and 40. Furthermore, shifts in the nature of the community's needs may require corresponding changes in community buildings, and changes in the focus of religious groups may result in differing needs for structures designed to serve the religious interests of the community. If development plans are not correspondingly modified, Petitioner will be left in the position of trying to market homes and a community having diminished appeal to consumers.

In the final analysis, if a PUD is to be successful, it must be well-received in the market. The developer must build the type of home and community that the consumer desires. Therefore, the ability to modify housing types and the size and timing of delivery of commercial, residential and community

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structures during the long buildout period at Lakeside is essential. As is noted in FUDs In Practice, "[d]espite their concern with innovation and the quality of design, developers usually can provide only what the market will accept. Roger Wells, a New Jersey land planning consultant comments that while the ordinance can permit and encourage variety, only the market and the developer determine if something new will be tried." p. 15.

The size of Lakeside also has a bearing on the need for flexibility. The scale of PUDs varies, from less than an acre through developments that encompass several thousand acres.

In a small PUD, it is feasible, at the outset, to plan in detail the various aspects of the community. Construction will take place during a relatively short time frame and, consequently, the likelihood is small that market conditions will change appreciably between the inception of development and its completion. In a project of the size of Lakeside, with a buildout time of over ten years, major changes can occur.

Factors aside from market conditions can result in the need for modification of the initial PUD plan. One of the most obvious of such additional factors is physical site conditions encountered on the job site. Lakeside comprises over 430 acres and it is impossible to predict the number of issues related to topography that may arise. This is especially true as development will be sensitive to the landscape of the tract.

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Moreover, one of the benefits of PUD development is that it encourages innovative planning and design. Given the scale of Lakeside and the lengthy construction period, it is likely that during the development process additional opportunities to employ such innovative design and planning will become apparent. All the parties involved - the County, the community and the Petitioner - stand to benefit if the review of CRG/FDP Plans is flexible enough to incorporate such innovations. The Baltimore County PUD regulations recognize the importance of design flexibility, stating at Section 430.1.A.1.a. that "procedures and regulations under which land development is permitted as of right necessarily limit development opportunities, inhibit design flexibility, and, often, preclude optimum land-planning solutions to complex development problems." Petitioner urges that the review procedure facilitate rather than inhibit innovative planning.

Clear provisions defining which modifications proposed at the CRG/FDP state will be considered to be "in accordance with the Plan" can minimize the possibility of misunderstanding.

The presence of clear provisions for changes of amendments to planned unit development plans also indicates a willingness by the local government to work cooperatively with the applicant to achieve the best possible product. Distinctions between major and minor changes along with fair procedures for effecting them, can reduce uncertainty in the process and allow it to retain the necessary flexibility while minimizing the chances for abuse. When the process allows a suitable degree of flexibility, it is more likely that PUDs will be completed and successful in responding to market demand.

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Thus, it seems to be in the local government's best interest to allow flexibility through the ordinance provisions while still exerting enough control to guarantee the quality of development and the benefits to the community." FUDs In Practice pp. 28-29

It is significant to note that in each of the five case studies presented in FUDs In Practice, the need for change arose. In certain instances, the developer would have been unable to complete his project had he been unable to amend his plan.

B. Defining Those Amendments Which Are Not "in Accordance with the Authorization Plan"

The Baltimore County Zoning Regulations presently do not address the issue of change to the initial PUD Plan. A basic format has been used, however, in many jurisdictions, and is discussed in FUDs In Practice. There it is stated that the approval process should incorporate provisions that distinguish between "major" and "minor" changes and that prescribe appropriate standards for review of each. The practical significance of making the distinction is that proposals for major change warrant closer scrutiny than do proposals for minor change. All agree that the form of such scrutiny involving a major (material) change to the Lakeside Authorization Plan shall be that the proposed major change must be approved by the Zoning Commissioner and Planning Board pursuant to Section 430 of the Baltimore County Zoning Regulations.

PST:de:9/24/86:7:1

7

To develop a standard to differentiate between major (material) and minor change, one should look to definitions used in various legal contexts. Examination of the relevant cases indicates that the distinction is frequently drawn on the basis of common sense. See, for example, Transportation Equipment Rentals, Inc. v. Strandberg, 392 S.W.2d 319, 324 (Mo. 1965), in which the court construed the phrase "material breach" and held that the words "are not technical but are ordinary words which are commonly understood..."; Shetland Properties, Inc. v. Town of Poultney, 484 A.2d 929, 933 (Vt. 1984) where the court, when called upon to decide whether the appellant's property had undergone a "material alteration or change" so as to justify an increase in its assessed value for property tax purposes, defined a "material alteration or change" as one which is "relevant and of consequence to the evaluation of the property."; Labowitz v. Labowitz, 542, S.W.2d 922, 925-26 (Tex. 1976), where the phrase "material and substantial change of circumstance," when construed in the context of an action brought pursuant to the terms of a divorce decree, was held to include a decrease in the husband's income from \$30,000 to \$10,000 annually; Krol v. York Terrace Building, Inc., 35 Md. App. 321 (1976) where the Court of Special Appeals held that where the well supplying water to a newly constructed residence worked only intermittently after the second week of the owners' possession that a real dispute as to a material fact existed so that the defendant's summary judgment must be overturned; Parker v. Johnson, 206 N.Y.S.2d 594, 26

PST:de:9/24/86:7:1

8

Misc. 2d 31 (1960), where the court held that a tenant who replaced her landlord's allegedly defective refrigerator with her own refrigerator had not "materially and permanently" changed the nature of the property so as to commit waste; Wanger v. Zeh, 45 Misc. 2d 93, 256 N.Y.S. 2d 227, where the court granted the defendant summary judgment in a suit for specific performance after finding that no material issue of fact existed where the piece of property involved in the lawsuit was encroached upon by two inches by an adjoining property.

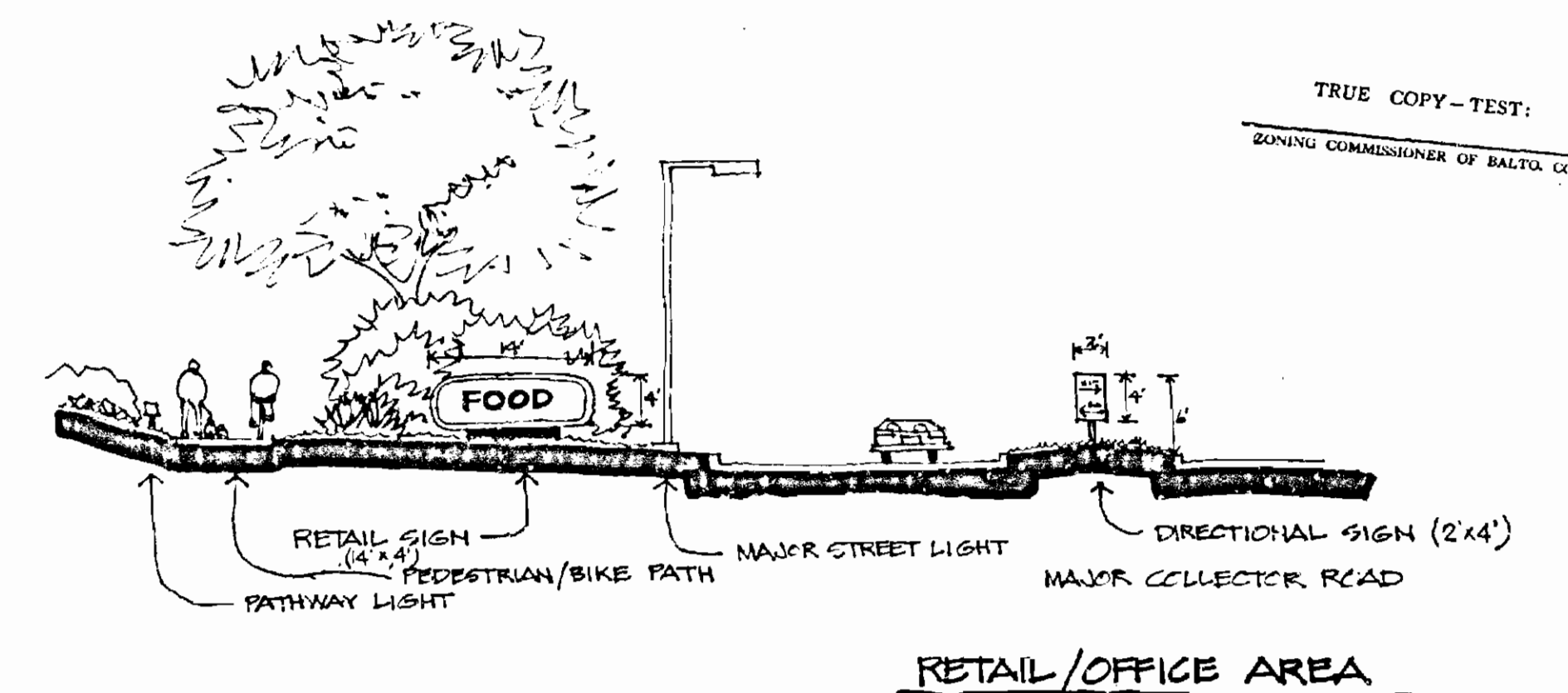
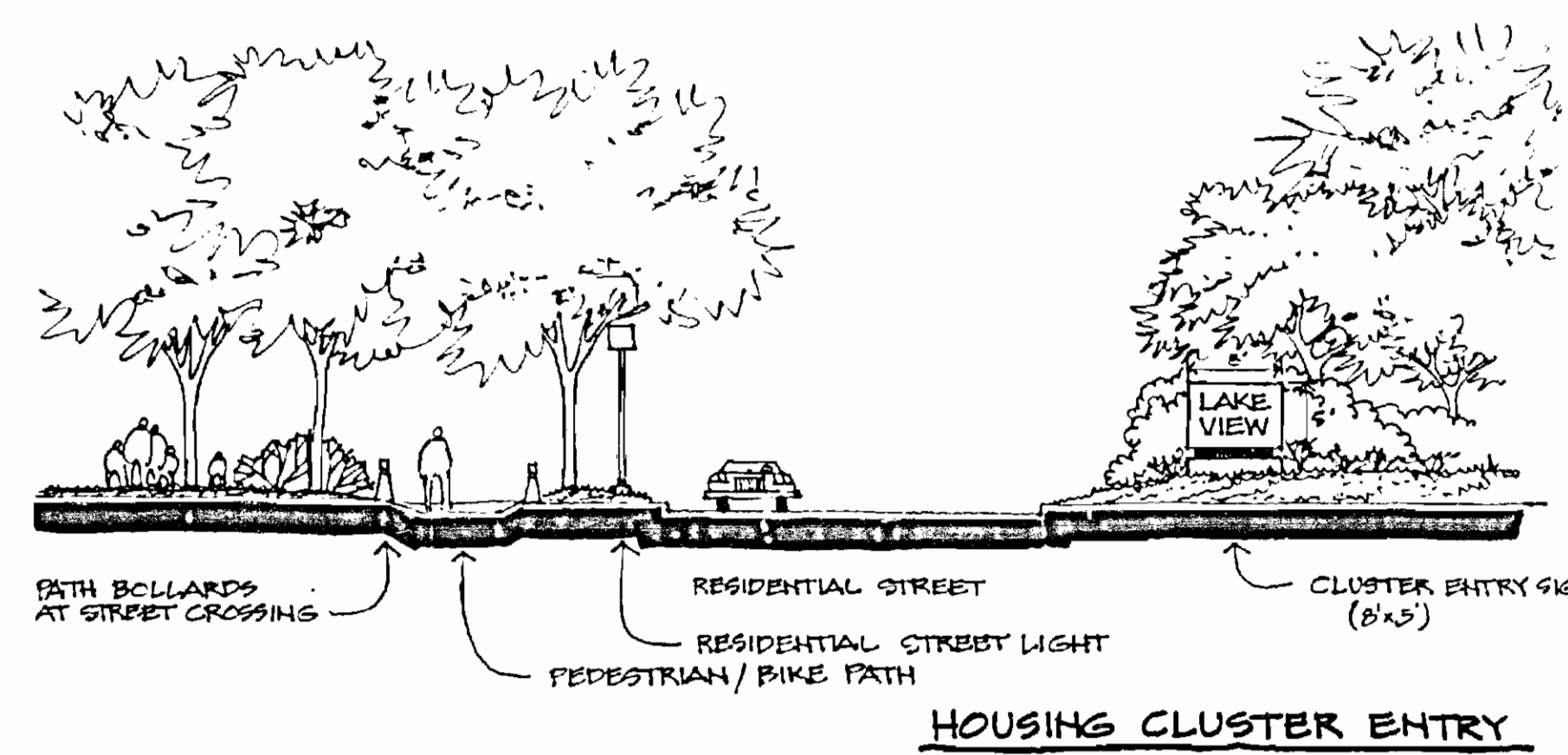
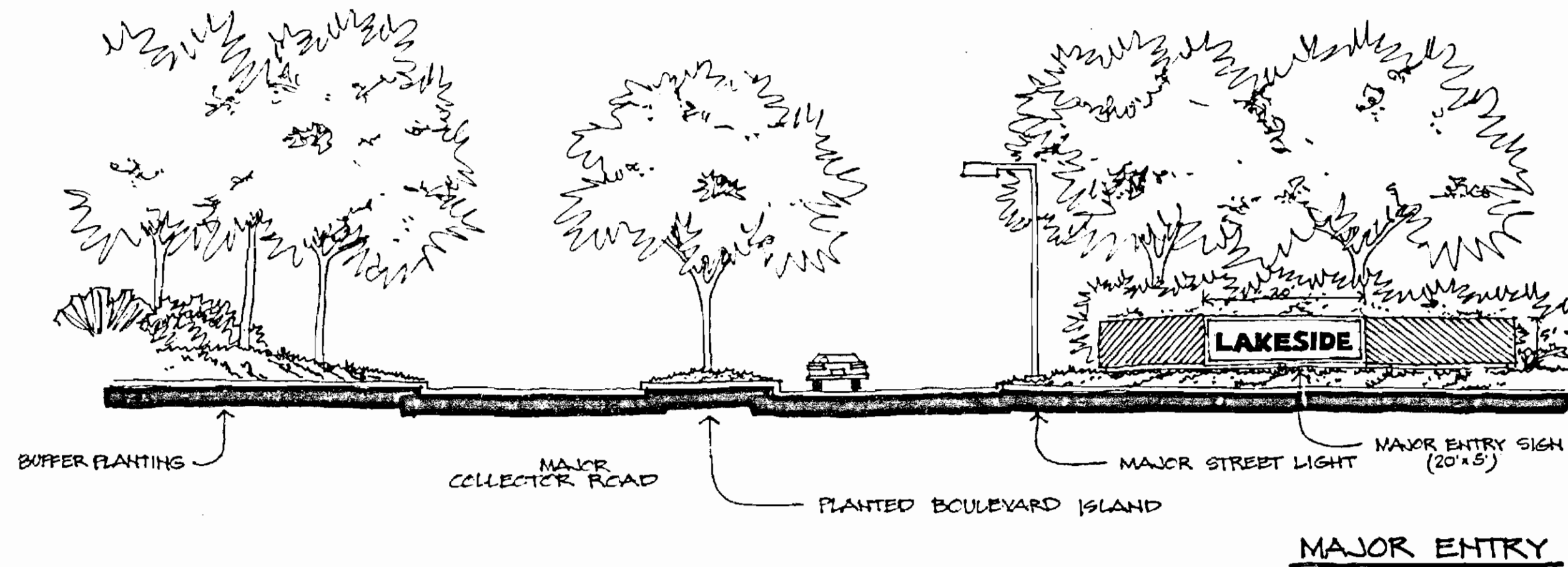
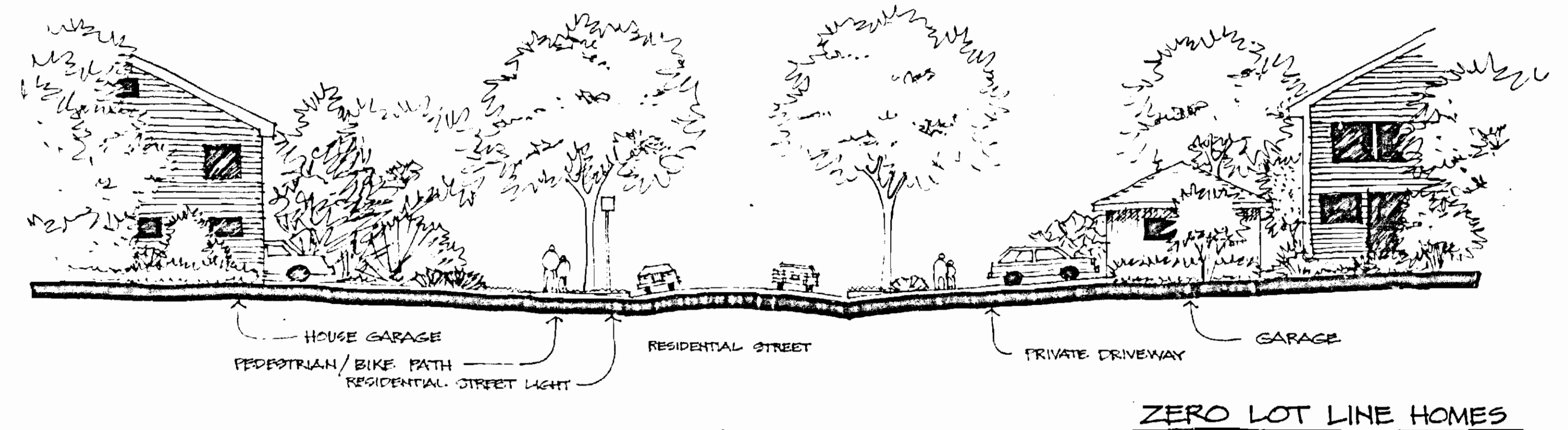
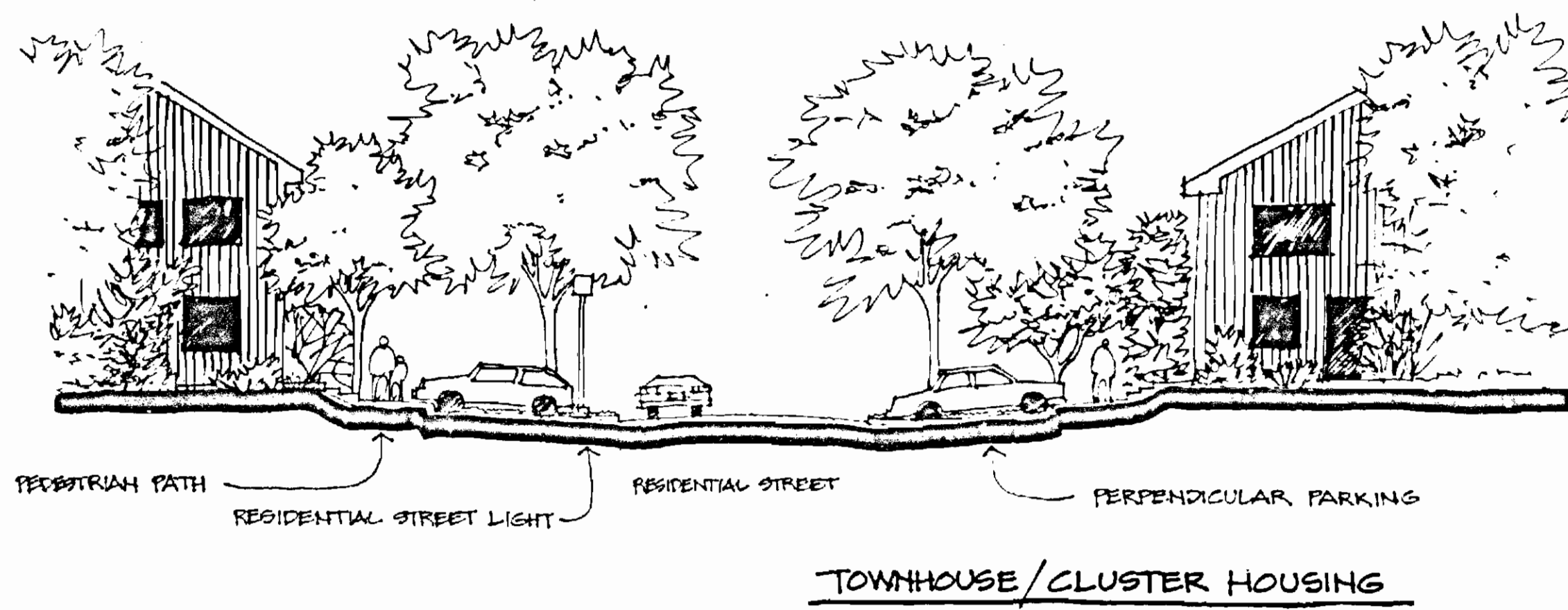
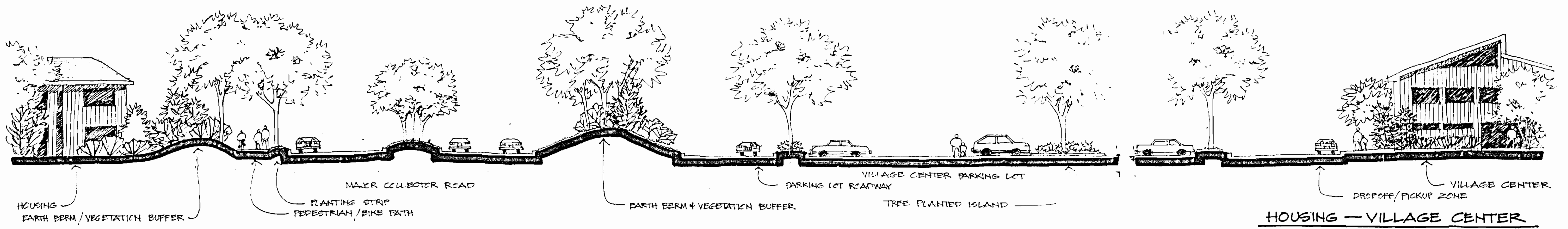
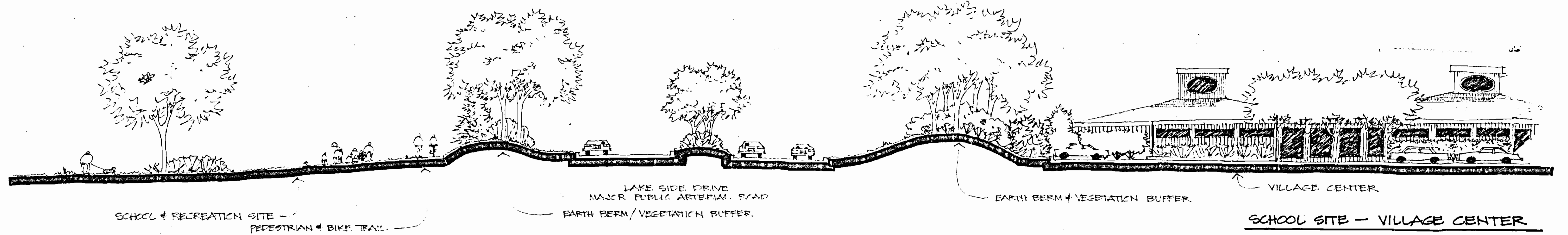
In Township of Ridley v. Blanchette, 421 F. Supp. 435 (E.D.Pa. 1976), the court's holding reflected the common sense reasoning evidenced in the above cases; but incorporated, in addition, a balancing test of broad applicability. Moreover, as the issue decided by the court concerned the protection of the environment, the decision has particular significance with respect to defining material change in the context of Lakeside.

The issue facing the Ridley court was whether the proposed construction by the Department of Transportation of a railroad "crossover", which entailed laying 375 feet of track, constituted a "major federal action" requiring the preparation of an environmental impact statement. In holding that the project was not a "major federal action," the court stated:

In sum, "major" is a term of reasonable connotation, and serves to differentiate between projects which do not involve sufficiently serious effects to justify the costs of completing an impact statement, and those projects with potential effects which appear to offset the costs in time and resources of preparing a statement.

PST:de:9/24/86:7:1

9



TRUE COPY - TEST:
SIGNING COMMISSIONER OF CALIF. C&A

SECTIONAL ELEVATION STUDIES / SIGNAGE

LAKESIDE

SCALE 1" = 10'

THIS PLAN FOR ILLUSTRATIVE PURPOSES ONLY.

EXHIBIT NO. 14
JUNE 4, 1986

Potential Problem	Comments	Builder's Obligation
(2) Cracks in block or veneer walls (blocks, bricks and mortar joints)	Settlement cracks are common and should be expected within certain tolerances. • • •	Any cracks greater than 3/8 inch in width will be repaired by surface patching or pointing; Builder will not be responsible for color variations.
(3) Cracks in concrete basement floors	Shrinkage (hairline) cracks are common and should be expected within certain tolerances. • • •	Any cracks greater than 1/8 inch in width or 1/8 inch vertical displacement will be repaired by surface patching or other remedies.
(4) Vertical or horizontal movement of concrete slabs at joints	Concrete slabs are engineered to move at expansion and contraction joints. • • •	None
(5) Cracks in attached garage slab	Shrinkage cracks are common and should be expected within certain tolerances. • • •	Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by patching or other remedies.
(6) Concrete floors in rooms designed for living having pits, depressions or unevenness	Slopes purposefully created for drainage are not covered. • • •	If the unevenness exceeds 1/4 inch in a 32 inch measurement, it will be corrected.
(7) Concrete slab cracks which cause finished floor coverings to rupture.	• • •	The problem will be corrected so that the defect is not readily noticeable.
(8) Powdering, scaling or pitting of concrete (aggregate showing or loose)	If the problem is caused by erosion due to salt, chemicals or unusual weather, the Builder is not responsible. • • •	If the deterioration occurs under normal use and conditions, the Builder will repair it.
(9) Vertical or horizontal separation of stoops away from the house	Minor separation is normal as is minor puddling of rain water. • • • • •	Separation of more than 1 inch will be repaired as will excessive water puddling.
(1) Ground settlement around foundation and utility trenches	(b) Lot Grading and Drainage Ground settlement should not disrupt water drainage from the house, although settlement up to 6 inches should be expected. In all cases, the purchaser is responsible for the removal and replacement of shrubs, grass, etc. • • •	If the final grading was performed by the Builder, he will replace fill in excessively settled areas only once.
(2) Lot drainage not functioning properly	After normal rainfall, water should not stand in yard for more than 24 hrs. nor 48 hours in swales. No decision regarding coverage will be made while frost or snow or saturation exist on the ground. • • • • •	The Builder is responsible for establishing the proper grades and swales; after that, the purchaser is responsible for maintaining them.
(1) Water leaking into basement	(c) Foundation Waterproofing Dampness of floors and walls is common and not covered by this warranty. The Builder will not be responsible if the cause is improper landscaping, maintenance or negligence by the purchaser. • • • • •	Actual leakage of water (actual flow and accumulation) into the basement will be corrected.
(1) Walls which bulge, bow or are out-of-plumb	(d) Carpentry (Rough-in) All interior and exterior walls have minor differences. • • • • •	Walls bowing more than 1/4 inch within a 32 inch measurement (floor to ceiling or wall-to-wall) will be repaired.
(1) Inadequate insulation	(e) Insulation This warranty assures that your insulation will meet the applicable energy code requirements. If your contract with your Builder provided for additional insulation, that is a matter between you and him and is not covered by this agreement.	Builder will install sufficient insulation to meet the applicable code requirements.

Potential Problems	Comments	Builder's Obligation
(2) Chimney separated from home	Some minor separation is normal and should be expected within certain tolerances. • • •	Separation in excess of 1/4 inch in any 10 foot measurement will be corrected by caulking or other measures.
(3) Cracking of firebrick	It is expected that heat will cause cracking. • • •	None
(4) Fireplace brick veneer cracking	Some cracking is common and should be expected within certain tolerances. • • • • •	Cracks in brick veneer greater than 1/4 inch in width will be repaired by pointing or patching.
(5) Creosote or resin build up or creosote seepage through chimney.	Creosote seepage is caused by the build up of creosote in the chimney flue which is the direct result of the materials and manner in which the fireplace or stove is utilized. Burning of non-seasoned wood or improper operation will greatly enhance this situation. Chimney flues should be cleaned regularly. • • • • •	Builder is responsible for constructing the chimney to meet the code requirements. Since the Builder does not have control of the materials and methods used in operating, he is not responsible for any defects caused by anything other than a code violation in construction.
(1) Warpage of doors-passage and closet.	(i) Windows and Doors Some warping, especially of exterior doors is normal and is caused by surface temperature changes. Such warping, however should not cause the doors to become unusable or allow entrance of the elements, and should not exceed 1/4 inch measured corner to corner diagonally. • • •	Defective doors will be repaired or replaced and the finish matched as closely as possible.
(2) Shrinkage of door panels	Expansion and contraction is normal and may cause unfinished surfaces to appear. • • •	None
(3) Door panel splits	Some splitting is normal and should be expected within certain tolerances. • • •	If the split allows the entrance of light, it will be repaired. The Builder will match the finish as closely as possible.
(4) Glass breakage	This is not covered by your warranty. You should inspect your property and bring any glass breakage to the Builder's attention prior to occupancy. • • •	None
(5) Garage door malfunctions	Maintenance is purchaser's responsibility. • • •	The door will be repaired and adjusted to function as designed.
(6) Rain or snow enters through garage door.	Some entrance of the elements should be expected. • • •	The door will be adjusted to meet the manufacturer's specifications.
(7) Windows do not operate	Reasonable pressure should open and close windows. Condensation and frost on windows are caused by climatic conditions and living habits of the purchaser and are not covered by this warranty. • • •	Builder will repair as required.
(8) Drafts around windows and doors	Some draft is normal and can be corrected with storm windows. • • • • •	Defective weatherstripping and badly fitted doors and windows will be repaired, adjusted or replaced.

Potential Problems	Comments	Builder's Obligation
(6) Gaps in seams of resilient coverings	Minor gaps are common and should be expected within certain tolerances. When the purchaser installs flooring and covering, sub-floor preparation is his responsibility. If sub-floor repairs are to be made when the purchaser installed floor covering, the removal and replacement of the floor covering is the purchaser's responsibility. • • •	Gaps in excess of 1/8 inch will be repaired or replaced at the affected area. Builder is not responsible for discontinued patterns or colors or for variations in color.
(7) Gaps in carpet seams	Seams will be apparent. Spotting or fading of carpet is not covered by this warranty. • • • • •	The carpet will be repaired or restretched if necessary so gaps are not visible.
(1) Vanity or kitchen counter-tops or cabinets chip, crack or delaminate	(ll) Cabinets and Counter Tops Cracks and chips, including porcelain and fiberglass fixtures, not reported to the Builder prior to occupancy will not be covered by this warranty. • • •	Chips, cracks or delaminations will be repaired.
(2) Cabinet doors or drawers warp	Minor warpage is common and should be expected within certain tolerances. • • •	Warpage in excess of 1/4 inch from the face of the cabinet will be repaired or the doors or drawers replaced.
(3) Cabinet separates from wall or ceiling	Some separation is common and should be expected within certain tolerances. • • • • •	Separation in excess of 1/4 inch will be repaired or the cabinet replaced.
(1) Insufficient cooling	(m) Cooling and Heating Where applicable, the cooling system should be able to maintain a temperature of 78 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. In the case of excessive outdoor temperature, a 15 degree difference is acceptable. Purchaser is responsible for minor adjustments such as balancing dampers and registers. All rooms will vary in temperature by 3 or 4 degrees. This is acceptable.	The Builder will repair the system so that it will perform as described.
(2) Insufficient heating	The heating system should be able to maintain a temperature of 72 degrees (measured 5 feet above the center of the floor) under local outdoor ASHRAE specifications. Purchaser is responsible for minor adjustments such as balancing dampers and registers. On extremely cold days, a 5 to 6 degree difference between the actual inside temperature and the thermostat setting is acceptable. All rooms will vary in temperature by 3 to 4 degrees. This is acceptable. • • •	The Builder will repair the system so that it will perform as described.
(3) Ductwork noisy	When metal ducts heat and cool, some noise will result. Very loud noise known as oil canning is not acceptable. • • • • •	Builder will correct the oil canning noise only.
(1) Pipes freeze and burst	(n) Plumbing Purchaser is responsible for draining pipe lines supplying outside faucets. During excessive and constant low temperatures, freezing is to be expected. • • •	Builder will correct the situation by insulating pipes to prevent freezing during normal winter temperatures.

The essence of the Ridley opinion is that a balancing test must be performed. Such a test is equally applicable in the context of changes to the Authorization Plan. By designating proposed change as major or material, and thus not in accordance with the Plan, both the County and the Developer will be obligated to expend substantial resources by way of applying the higher level of scrutiny appropriate to proposed major change, i.e., Planning Board and Zoning Commissioner approval. The underlying premise of the balancing test is that resources should be expended only if the potential for benefit by their application appears likely to exceed their cost. Thus, in instances where the potential benefits of rigorous scrutiny of the proposed change exceed the cost of conducting that scrutiny, the proposed change should be deemed to be not in accordance with the Plan. Where this is not the case, logic demands that the proposed change be deemed to be in accordance with the Plan, otherwise, the flexibility to respond to changed conditions will be lost and the County and the Petitioner will be expending huge amounts of resources to assess the impact of negligible modifications to the Authorization Plan.

The wisdom of distinguishing major from minor changes is thus apparent from both a common sense perspective, as well as a more formal benefit/cost analysis. The task remains of identifying which changes will be designated as being not in accordance with the basic tenets of the Plan. The benefits

PST:de:9/24/86:7:1

10

derived from drawing this distinction would be lost if the procedure for making the threshold determination of whether a proposed change is in accordance with the Plan consumes an inordinate amount of resources. Agreement at the outset as to which changes will be considered not in accordance with the Authorization Plan will promote efficient administration of the FUD regulations.

Petitioner proposes that if development does not proceed in accordance with the following items, Petitioner shall be considered to have proposed a major change to the Authorization Plan:

1. The concept of a major pedestrian spine system extending from the village center, through the retail office spaces.
2. The concept of a continuous pedestrian system tying together publicly - deeded areas and major pedestrian routes.
3. The concept of providing diverse housing types, considering the land subject to the Authorization Plan as a whole.
4. The concept of a road hierarchy in which major collector roads do not have access to residential structures.
5. The concept that high density development be located to take advantage of prime views.
6. The concept of providing for community services

PST:de:9/24/86:7:1

11

to meet the needs of a total integrated community. The following amenities should be provided:

- (i) a facility for religious use
- (ii) a facility for day-care use
- (iii) the land to be donated to Baltimore County for a boating center.

7. An increase of 20% or more in the number of density units in any one area, as shown in Exhibit 5.

8. Deviation from sign, use and zoning regulations and controls adopted prior to the first CRG/FDP process (except as may be permitted in such regulations).

Changes in the timing of the construction and delivery of commercial, retail and residential structures, the exact uses of community buildings, reduction in the number of dwelling units to that allowed by the current (pre-FUD) zoning for the entire tract and any other variations from the approved Authorization Plan incorporated in CRG/FDP plans submitted for approval shall be considered to be in accordance with the Authorization Plan and therefore shall not need approval in accordance with the procedure for approval of a neighborhood planned unit development as aforesaid.

By identifying and subjecting to strict scrutiny only those changes that are not in accordance with the Authorization Plan, resources can be conserved and allocated in the most rational manner possible. Those changes that could fundamentally alter the character of the community will be treated differently

PST:de:9/24/86:7:1

12

than those that, though modifications of the Plan, do not work a change in Lakeside so as to cause it to be in any real sense different from the community it was initially planned to be. These latter changes shall be deemed to be "in accordance with the Plan."

Petitioner's financial commitment to Lakeside has been and will continue to be immense - significantly in excess of that required were the property to be developed under a conventional Euclidean zoning regime. As an incentive to develop under the FUD regulations, Petitioner is granted a bonus in the number of density units that may be constructed at Lakeside. Additionally, Petitioner is allowed a certain amount of retail and commercial use. As is noted at page 45 of the Report to the Baltimore County Planning Board by the Director of the Office of Planning and Zoning dated August 1, 1986 (hereinafter the "Report"), these incentives are designed to benefit not only the developer, but also to enhance the lives of the residents of the FUD by providing a higher level of community services and amenities. The FUD regulations set forth the formula to be applied in determining the density of residential development and the amount of commercial office space and retail space allowable at Lakeside. These allotments are based upon the number of density units proposed. Based on the Authorization Plan, Petitioner will be allowed 136,000 square feet of retail space and 68,000 square feet of office space. Nevertheless, no one knows if this untested formula really works and if the

PST:de:9/24/86:7:1

13

bonuses can justify all of the Petitioner's additional expenditures. Petitioner therefore requests that should the number of density units built at Lakeside be fewer than those proposed under the Authorization Plan, that there not be a decrease in the amount of retail and commercial space permitted. This will cushion the potentially severe economic impact if the untested FUD formula for density and retail/commercial uses does not work.

C. Conclusion.

Lakeside presents to both the County and the Petitioner the opportunity to create an exemplary Planned Unit Development which will offer its residents a living environment superior to that which is possible under a traditional Euclidean Zoning regime. This goal will be achieved if the parties to the development process adhere to the fundamental concepts of FUD development.

Chief among these concepts is the flexibility which is the hallmark of FUD development. It plays an essential role both in the integration of diverse land uses, and in the FUD approval process. Flexibility is jeopardized, with a resulting loss of benefits accruing from FUD development, if the CRG/FDP review process does not allow evolution of the Authorization Plan. Only where the proposed change is a major one should it be reviewed pursuant to the procedures set forth in Section 430 for approval a neighborhood planned unit development.

PST:de:9/24/86:7:1

14

Proposed major changes to the Lakeside Authorization Plan must, as mentioned, be approved by the Zoning Commissioner and Planning Board pursuant to Section 430 of the Baltimore County Zoning Regulations. Both common sense and benefit/cost analysis dictate, however, that proposed minor changes be deemed to be "in accordance with the Plan" and therefore not be subjected to such a protracted and costly procedure. Therefore, Petitioner has proposed that a distinction be drawn between those changes that could fundamentally alter Lakeside and those that will not cause Lakeside to be in any real sense different from the community it was initially planned to be.

II. CRG/FDP APPROVAL.

Under the Baltimore County Zoning Regulations, the second phase of FUD approval, the CRG/FDP Plan, is required by Section 430.1.G to be approved by the Zoning Commissioner as being in accord with the Authorization Plan, and by the Planning Board as being in accord with the standards and policies adopted pursuant to Section 504.

Since the promulgation of the FUD Regulations in 1970, there have been major changes in the laws governing development in Baltimore County. Of particular significance in the context of Lakeside is the passage of Bill 55 in 1982, which enacted the Baltimore County Development Regulations. These regulations supersede and render nugatory the standards and policies adopted by the Planning Board pursuant to Section 504 of the Baltimore

PST:de:9/24/86:7:1

15

County Zoning Regulations.² Consequently, the provisions of Section 430.1.G, Final Development Plan, must be construed so as to effectuate the intent of the original legislation, using the framework of existing legislation.

Under the Development Regulations, the successor to the Final Development Plan is the County Review Group process. There is general agreement that some hybrid provision drawing upon both the obsolete FDP and the current CRG process must be fashioned to govern the essential second phase of the FUD approval process. The issue has been reviewed by the County Solicitor who has proposed a hybrid missing link to be known as a CRG Final Development Plan (hereinafter "CRG/FDP"), a detailed plan whose submission and approval is required before development of each successive stage of Lakeside may begin.

One element of this process requires further elucidation, however, and that is the role of the Planning Board. It is clear that the Zoning Commissioner is charged with reviewing the CRG/FDP submission to ensure that it sufficiently conforms to the Authorization Plan. This issue is discussed in Part I.B. of this Memorandum. As Section 430.1.G. of the FUD regulations clearly provides for participation of the Planning Board, and since Section 504 no longer appears to have any substantial part in the approval and implementation of development plans, Petitioner proposes that the Board be charged

² The standards and policies were collected and promulgated as the Comprehensive Manual of Development Policies.

PST:de:9/24/86:7:1

16

with reviewing the action taken by the Zoning Commissioner, employing the existing standard applicable to review of CRG action under Section 22-61 of the Baltimore County Development Regulations. This standard requires an affirmative finding that the action of the Zoning Commissioner in approving the CRG/FDP plan was not arbitrary or capricious, procured by fraud, or otherwise illegal. In this way the gulf between the obsolete FUD Section 430.1.G. and the current CRG process can be bridged while still substantially preserving the intent underlying each of the legislative enactments. Review by the Planning Board will afford the community an additional measure of control over the FUD process and ensure that development at Lakeside conforms to the Authorization Plan.

III. SIGNAGE.

In response to the request that Petitioner develop concepts for proposed signage at Lakeside, the Petitioner herewith submits for review the attached Lakeside Planned Unit Development Sign Design Manual. Like the use and zoning controls, final sign regulations will be developed prior to the submission of any CRG/FDP Plan and will be recorded among the land records prior to the filing of any plat related to any such CRG/FDP Plan.

PST:de:9/24/86:7:1

17

absorption potential yields just over 40 units per month or 500 units per year.

	Annual Absorption	Monthly Absorption
Mid Rise Rentals	100	8.3
Garden Condominiums	80	6.7
Standard Townhouse	110	9.1
Cluster/Garage TH	80	6.6
Zero Lot Line Detached	60	5.0
High Rise	75	6.2
Total	505	41.9

Under such a scenario, the Lakeside PUD would account for 46% of the annual demand projected for the Owings Mills/Pikesville area. We believe this is a reasonable market share since most of the developable land within the market area will be in Owings Mills and Lakeside will, by its size, location and amenity level, be positioned to dominate the market over the projection period.

Mr. Arnold Jablon
Zoning Commissioner
Baltimore County
Towson, Md. - 21204

October 3, 1986

Dear Mr. Jablon:

As a representative of Soldiers Delight Conservation, Inc. I speak in behalf of our organization and our President, Mrs. Solomon Rogers. Soldiers Delight Natural Environment Area encompasses nearly 2,000 acres and was created because of its rare and beautiful plant life. It was protected from development because it is the only serpentine barren in Maryland remaining in its natural state and therefore a valuable site in terms of its uniqueness.

I feel I speak also for all the people who come to this lovely spot for a quiet walk away from the pressures of urbanization. The sight of a 400 ft. and 150 ft. building looming in the distance, dominating the view would not be conducive to their enjoyment.

One of the goals set forth by the Baltimore County planners when they first conceived of the Owings Mills Plan was "to maintain as far as possible the exceptional environmental quality of the undeveloped Owings Mills area and to maintain the visual integrity of the Red Run and Gwynns Falls stream valleys as a linear park". We are opposed to the construction of these buildings. It would be contrary to this goal.

In addition, we are worried about the influx of large numbers of people from the planned development pressing in upon a park that cannot tolerate the heavy use that a park such as Patapsco can. We strongly recommend that there be a large buffer zone between the barrens and any development. Any development should accommodate the park and not vice versa.

Sincerely,

Mary V. Lewis
(Mrs.) Mary V. Lewis
Vice-President
Soldiers Delight
Conservation, Inc.
1029 Chromine Road
Reisterstown, Md.
21136



LAKESIDE SIGN CONCEPTS

Exhibit 14A

1. COMMUNITY

- Signage shall have a common theme and create and promote an identity for the community.
 - Scale and character of signage should be appropriate to that of the related architecture.
 - Allow clear and ample visual sight lines for auto and pedestrian traffic.
 - Sign illumination shall be confined to the sign/wall surface and adjacent landscaping and the sign located and arranged to avoid glare or reflection onto the highway or into the path of oncoming vehicles or adjacent residences. Enclosed lamp illumination, non-flashing, no color.
- #### 2. NEIGHBORHOOD
- Identify the entrance into each neighborhood.
 - Scale and character of signage should be appropriate to that of the residential units.
 - Materials and detailing shall follow the theme set for the community as a whole (i.e. wood, masonry, etc.).
 - Sign location shall allow for clear and ample visual sight lines for auto and pedestrian traffic.
 - Sign illumination shall be confined to the sign surface and adjacent landscaping and the sign located and arranged to avoid glare or reflection onto roadway or into path of oncoming vehicles or adjacent residences.
 - Signage will be appropriately fitted to the natural and man made landscape of the community.

9505 REISTERSTOWN ROAD • OWINGS MILLS, MARYLAND 21117 • (301) 363-HOME

Page Two

3. COMMERCIAL

- Identify the auto and pedestrian entries to the village center (and its associated parking facilities).
- Commercial signs shall follow the theme set for all other signage in the community through the use of design elements (i.e. materials, texture, etc.).
- Tenant store signage will be developed along with the architecture so as to be compatible with its character.
- Allow clear and ample sight lines for auto and pedestrian traffic.
- Sign illumination shall be confined to the sign surface and adjacent landscaping and the sign located and arranged to avoid glare or reflection onto roadway or into path of oncoming vehicles or adjacent residences.
- There shall be the right to modify hotel signage in accordance with requirements of a hotel operator.

4. INSTITUTIONAL

- Signage should delineate entrances and the arrival at these specific use areas.
- Scale and character of signage should be appropriate to that of each facility.
- Materials and detailing should follow the theme set for the community as a whole (i.e. wood, masonry, etc.).
- Allow for clear and ample sight lines for auto and pedestrian traffic.
- Sign illumination shall be confined to the sign surface and adjacent landscaping and the sign located and arranged to avoid glare or reflection onto roadway or into path of oncoming vehicles, or adjacent residences.

Page Three

5. RECREATIONAL

- Signage should identify entrances and the arrival at these specific use areas.
- Scale and character of signage should be appropriate to that of each facility.
- Materials and detailing should follow the theme set for the community as a whole (i.e. wood, masonry, etc.).
- Allow for clear and ample sight lines for auto and pedestrian traffic.
- Sign illumination shall be confined to the sign surface and adjacent landscaping and the sign located and arranged to avoid glare or reflection onto roadway or into path of oncoming vehicles or adjacent residences.

6. DIRECTIONAL

- Signage will follow typical legal requirements and standards designed for vehicular traffic.
- While adhering to these standards, materials and detailing should follow the theme set for the community as a whole wherever it is suitable. Metal may provide for an alternative material.
- Scale and character of signage should be appropriate for each situation.
- Allow for clear and ample sight lines for auto and pedestrian traffic.
- Sign illumination shall be confined to the sign surface and adjacent landscaping and the sign located and arranged to avoid a glare or reflection onto roadway or into path of oncoming vehicles or adjacent residences.
- White reflective material should be used where needed to increase visibility (i.e. unlit traffic signal).

RE: BANCROFT HOMES OF OWINGS MILLS, INC. - LAKESIDE PLANNED UNIT DEVELOPMENT
BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY
Case No.



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

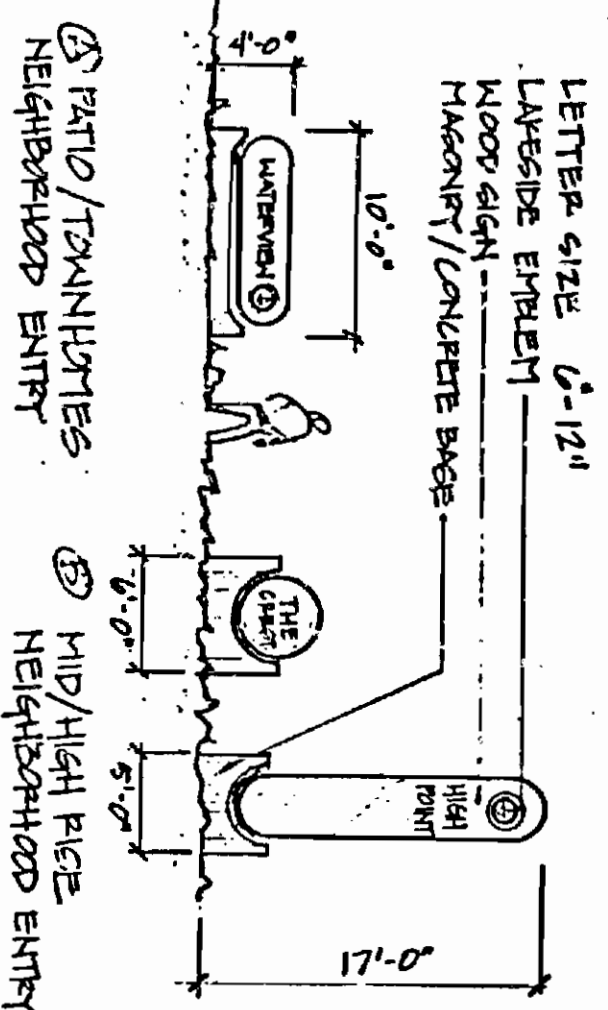
I HEREBY CERTIFY that on this 18th day of July, 1986, a copy of the foregoing Entry of Appearance was mailed to Jeffrey H. Scherr, Esquire, Franon & Graham, P.A., Sun Life Bldg., Charles Center, Baltimore, MD 21201; Norman E. Gerber, Director, Office of Planning & Zoning, Courts Bldg., Towson, MD 21204; and Kenneth D. Dryden, Chairman, Baltimore County Planning Board, 8016 Redstone Rd., Kingsville, MD 21087.

Peter Max Zimmerman
Peter Max Zimmerman

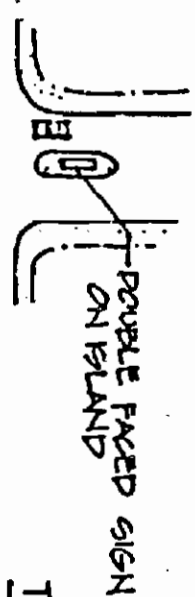
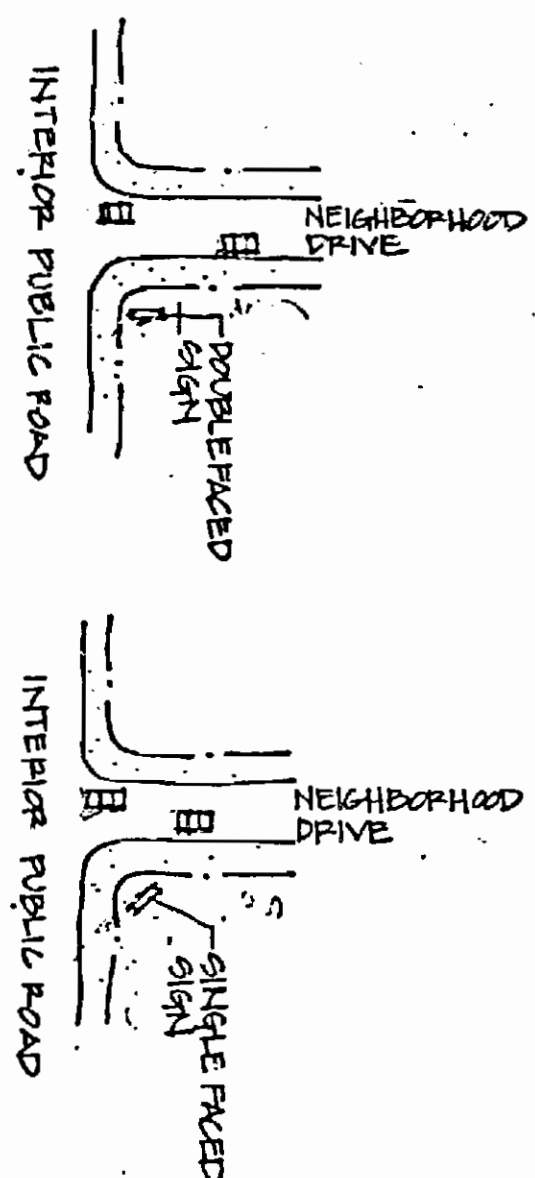
ENTRY OF APPEARANCE

CHAMBERLAIN

DESIGN CONCEPT



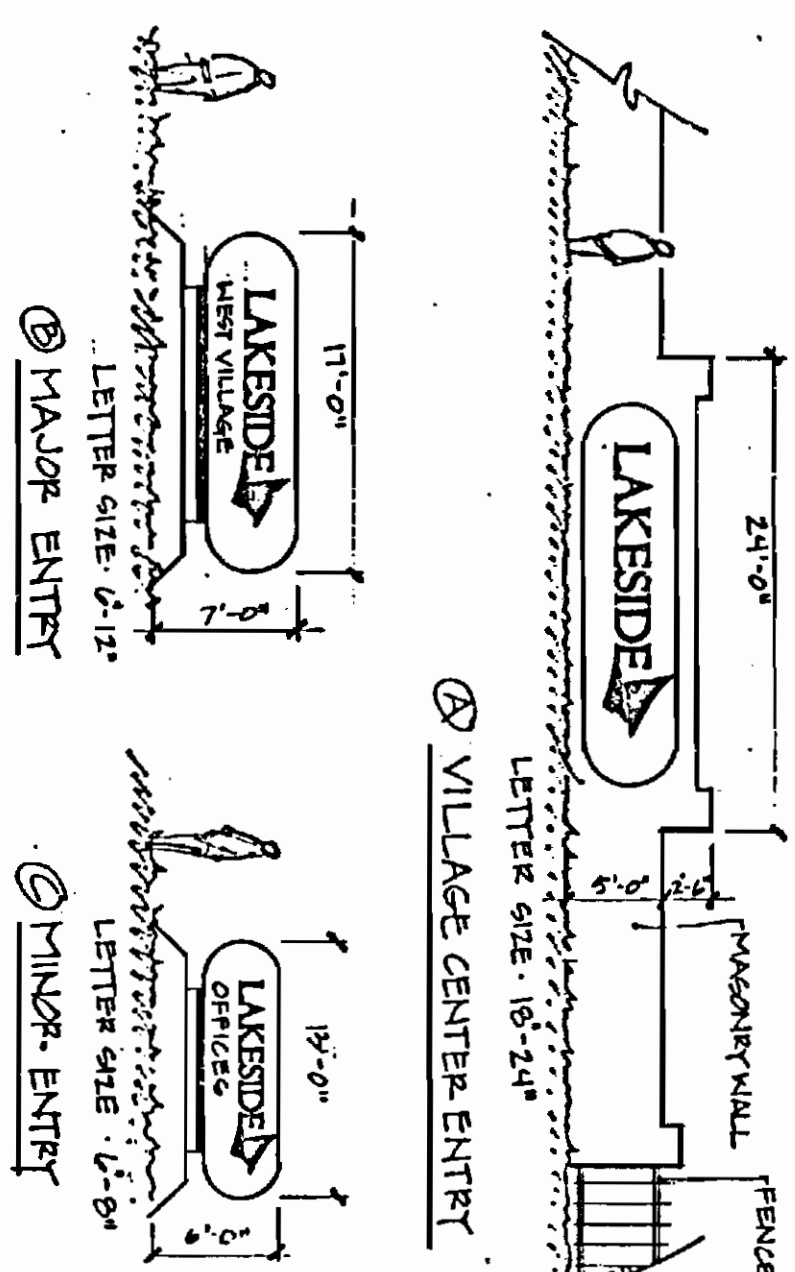
- IDENTIFY THE ENTRANCE INTO EACH NEIGHBORHOOD
- SCALE AND CHARACTER OF SIGNAGE SHOULD BE APPROPRIATE TO THAT OF THE RESIDENTIAL UNITS
- MATERIALS AND DETAILING SHALL FOLLOW THE THEME SET FOR THE COMMUNITY AS A WHOLE (I.E. WOOD, METAL, ETC.)
- SIGN LOCATION SHALL ALLOW FOR CLEAR AND ARTISTE VISUAL SIGHT LINES FOR ADJACENT RESIDENTIAL TRAFFIC
- SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN SURFACE AND THE SIGN LOCATED AND APPENDED TO AVOID GLARE OR REFLECTION AND ROADWAY OR INTO PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES
- SIGNAGE WILL BE APPROPRIATELY FITTED TO THE MATERIAL AND HAN MADE LANDSCAPE OF THE COMMUNITY



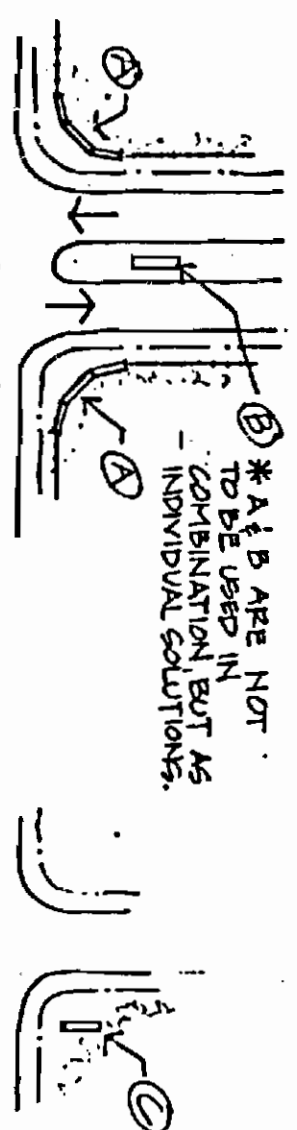
TYPICAL PLAN LOCATIONS

ENTRY SIGN
NEIGHBORHOOD B

DESIGN CONCEPT



- SIGNAGE SHALL HAVE A COMMON THEME AND CREATE AND PROMOTE AN IDENTITY FOR THE COMMUNITY
- SCALE AND CHARACTER OF SIGNAGE SHOULD BE APPROPRIATE TO THAT OF THE RELATED NEIGHBORHOOD
- MATERIALS SHOULD PROVIDE FOR A FORMAL LONG LASTING MATERIAL FINISH WITH WOOD MATERIALS
- ALLOW CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC
- SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN SURFACE AND THE SIGN LOCATED AND APPENDED TO AVOID GLARE OR REFLECTION AND ROADWAY OR INTO PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES
- SIGNAGE WILL BE APPROPRIATELY FITTED TO THE MATERIAL AND HAN MADE LANDSCAPE OF THE COMMUNITY



TYPICAL PLAN LOCATIONS

ENTRY SIGN
COMMUNITY 2

GENERAL OVERALL SIGNAGE CONCEPT

INTRODUCTION 1

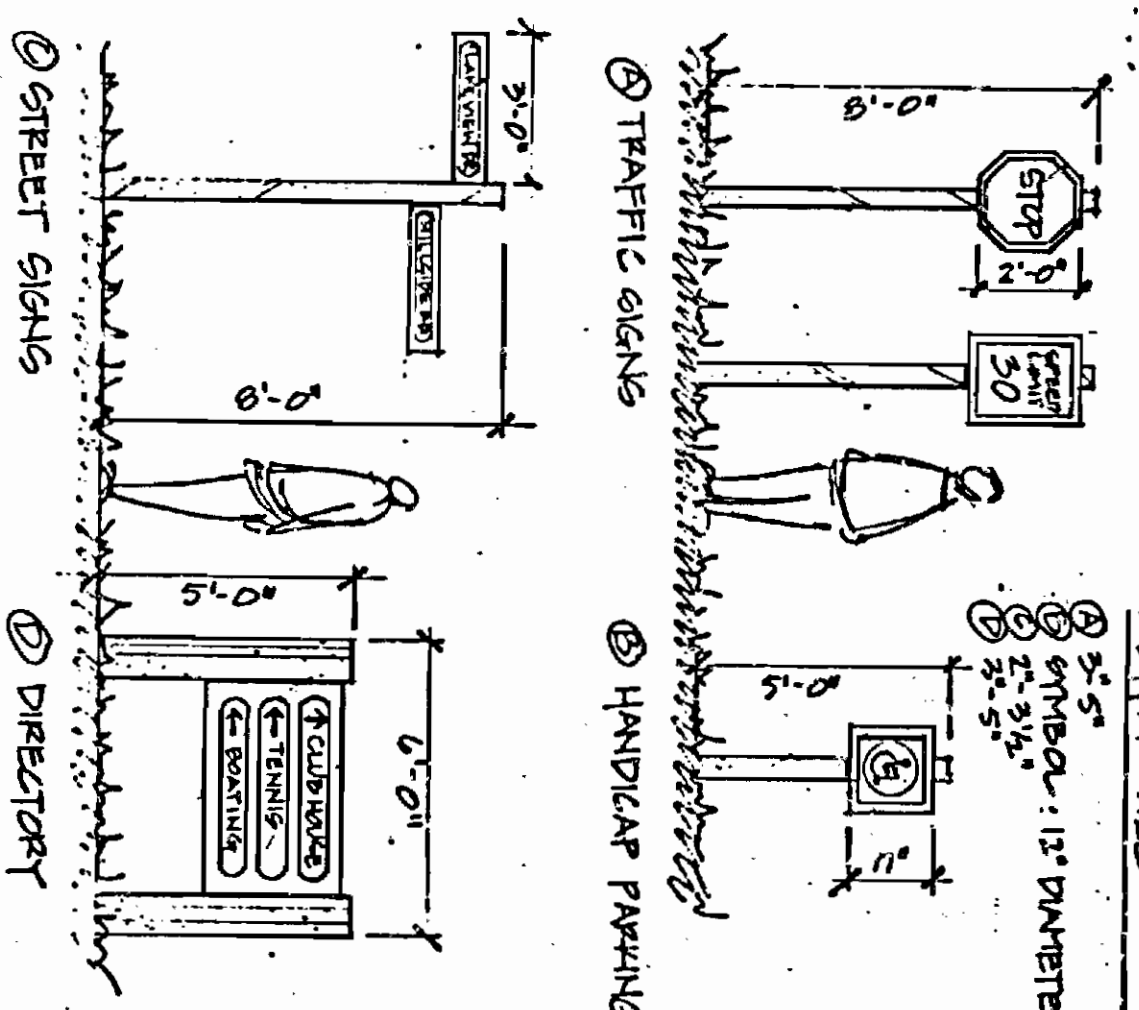
LAKESIDE

PLANNED UNIT DEVELOPMENT SIGNED DESIGN MANUAL

PREPARED FOR BANCROFT HOMES INC.
3505 REISTERSTOWN ROAD
OWINGS MILLS, MD 21117
BY GROZIER ASSOCIATES
MILL CENTRE SUITE 200
3000 CHESTNUT AVENUE
Baltimore, MD 21211

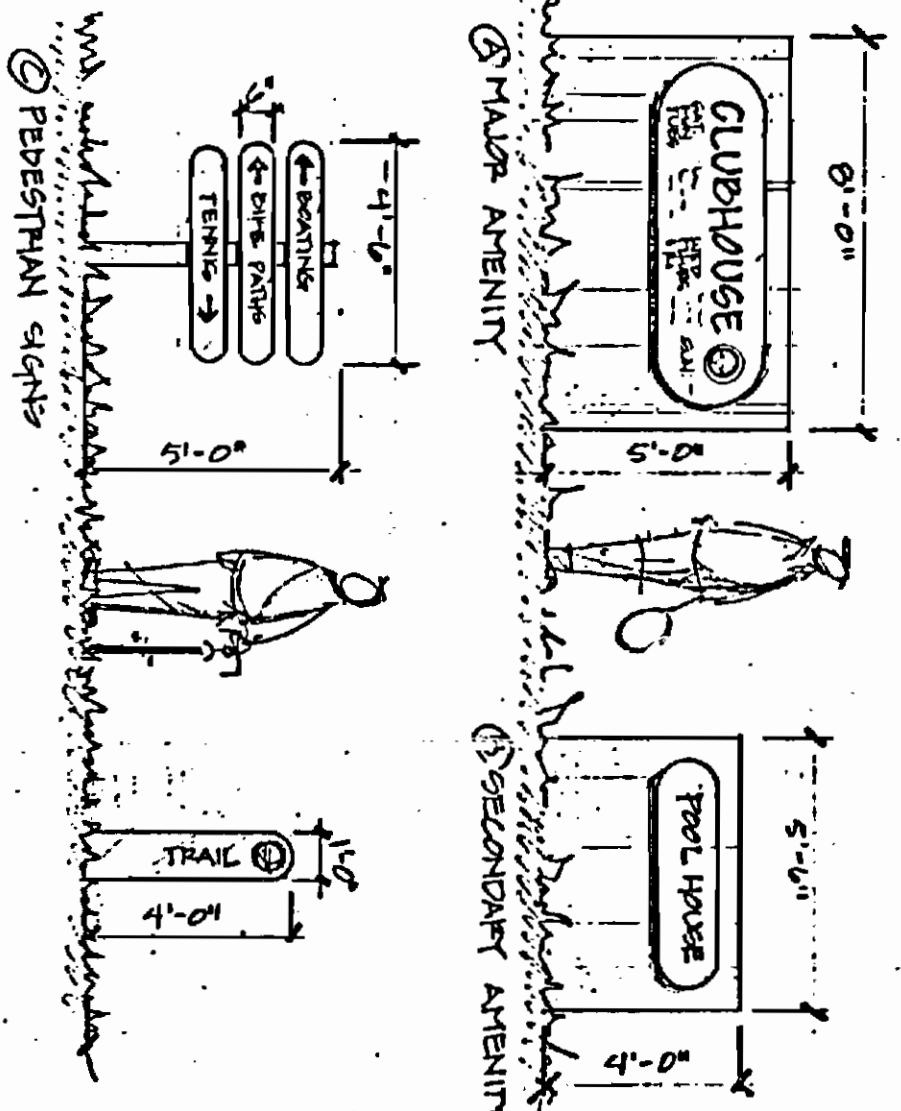
DESIGN CONCEPT

- SIGNAGE SHOULD FOLLOW TYPICAL LOCALITY AND CHARACTER OF THE COMMUNITY
- MATERIALS AND DETAILING SHALL FOLLOW THE THEME SET FOR THE COMMUNITY AS A WHOLE (I.E. WOOD, METAL, ETC.)
- SIGN LOCATION SHALL ALLOW FOR CLEAR AND ARTISTE VISUAL SIGHT LINES FOR ADJACENT RESIDENTIAL TRAFFIC
- SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN SURFACE AND THE SIGN LOCATED AND APPENDED TO AVOID GLARE OR REFLECTION AND ROADWAY OR INTO PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES
- SIGNAGE WILL BE APPROPRIATELY FITTED TO THE MATERIAL AND HAN MADE LANDSCAPE OF THE COMMUNITY



TRAFFIC SIGNS
DIRECTIONAL 7

DESIGN CONCEPT

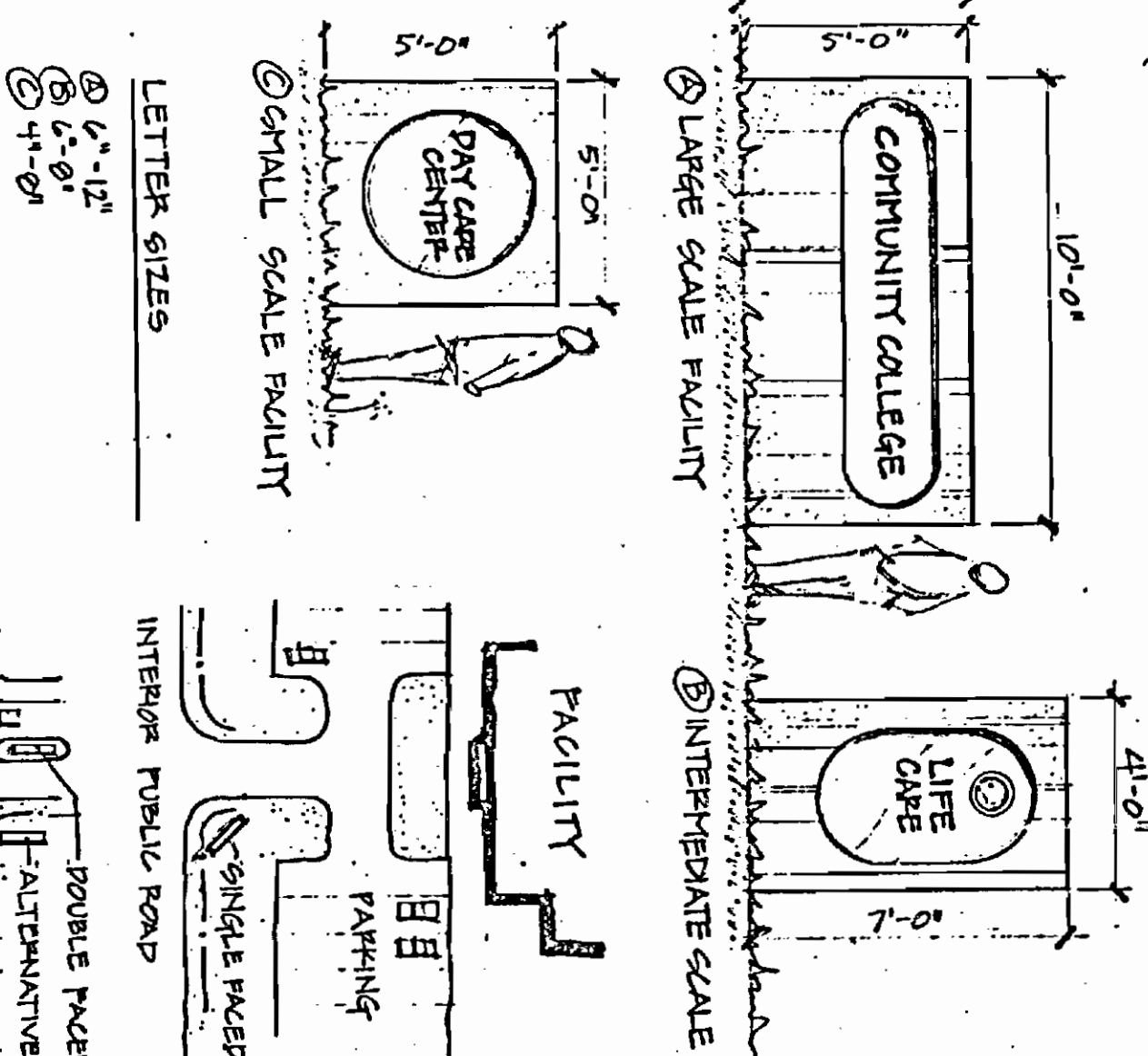


- SIGNAGE SHOULD IDENTIFY ENTRANCES AND THE ARRIVAL AT THESE SPECIFIC USE AREAS
- SCALE AND CHARACTER OF SIGNAGE SHOULD BE APPROPRIATE TO THAT OF EACH FACILITY
- MATERIALS AND DETAILING SHOULD FOLLOW THE THEME SET FOR THE COMMUNITY AS A WHOLE (I.E. WOOD, METAL, ETC.)
- ALLOW FOR CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC
- SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN SURFACE AND THE SIGN LOCATED AND APPENDED TO AVOID GLARE OR REFLECTION AND ROADWAY OR INTO PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES

RECREATIONAL 6

DESIGN CONCEPT

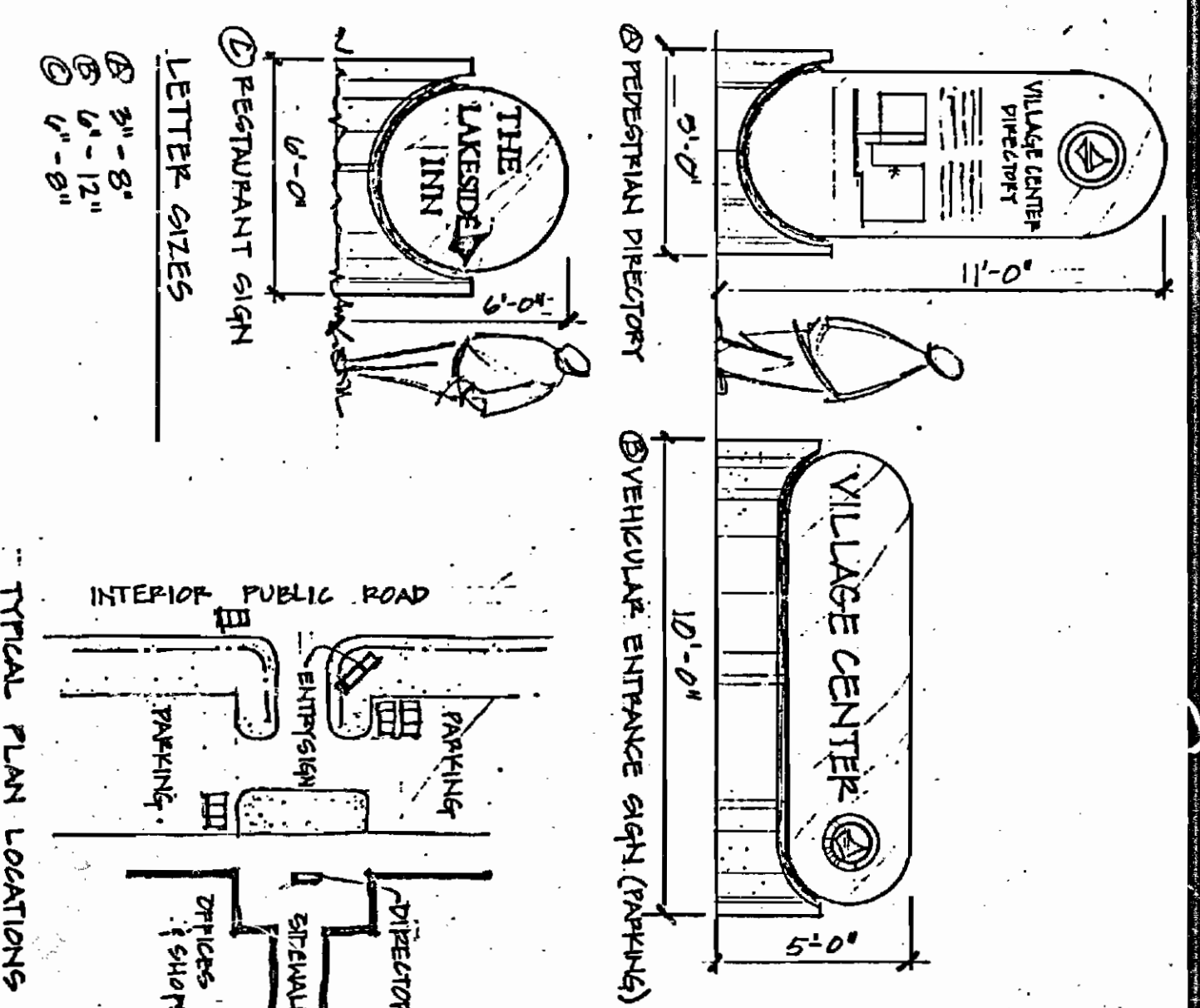
- SIGNAGE SHOULD DELINEATE ENTRANCES AND THE ARRIVAL AT THESE SPECIFIC USE AREAS
- SCALE AND CHARACTER OF SIGNAGE SHOULD BE APPROPRIATE TO THAT OF EACH FACILITY
- MATERIALS AND DETAILING SHOULD FOLLOW THE THEME SET FOR THE COMMUNITY AS A WHOLE (I.E. WOOD, METAL, ETC.)
- ALLOW FOR CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC
- SIGN ILLUMINATION SHALL BE CONFINED TO THE SIGN SURFACE AND THE SIGN LOCATED AND APPENDED TO AVOID GLARE OR REFLECTION AND ROADWAY OR INTO PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES



ENTRY SIGN
INSTITUTIONAL 5

DESIGN CONCEPT

- IDENTIFY THE AUTO AND PEDESTRIAN ENTRANCES TO THE VILLAGE CENTER AND ITS ASSOCIATED PARKING FACILITIES
- COMMERCIAL SIGNS SHALL FOLLOW THE THEME SET FOR ALL OTHER SIGNS IN THE COMMUNITY THROUGH THE USE OF DESIGN ELEMENTS (I.E. MATERIALS, TEXTURE, ETC.)
- TENANT SIGNAGE WILL BE DEVELOPED ALONG WITH THE ARCHITECTURE SO AS TO BE CONTRASTIVE WITH ITS CHARACTER
- ALLOW CLEAR AND ARTISTE VISUAL SIGHT LINES FOR AUTO AND PEDESTRIAN TRAFFIC
- SIGN ILLUMINATION SHALL BE CONFINED TO THE SITE SURFACE AND THE SIGN LOCATED AND APPENDED TO AVOID GLARE OR REFLECTION AND ROADWAY OR INTO PATH OF ONCOMING VEHICLES OR ADJACENT RESIDENCES
- There shall be the right to modify Hotel signage in accordance with any requirements of a Hotel operator



COMMERCIAL 4

ANDREW JAY GRAHAM**
JAMES M. KRAMON**
LEE M. O'BRIEN
JEFFREY H. SCHERR**
NANCY E. GREGORY**
JAMES P. ULINICH**
PHILIP M. ANDREWS
GERTRUDE C. BARTHEL
MARILYN HOPE FISHER**

91-116
22-10
LAW OFFICES
KRAMON & GRAHAM, P.A. SEP 24 1986

SUN LIFE BUILDING
CHARLES CENTER
BALTIMORE, MARYLAND 21204
(301) 752-6030
TELEPHONE
(301) 539-1259

September 24, 1986

HAND DELIVERED

Arnold Jablon, Esquire
Zoning Commissioner
Baltimore County
Office of Planning & Zoning
111 West Chesapeake Avenue
Room 109
Towson, Maryland 21204

RE: Bancroft Homes/Lakeside

Dear Arnold:

Enclosed herewith is a copy of the Supplemental Memorandum in Support of Special Hearings.

After you have had an opportunity to review the Memorandum, please call me with your response or questions.

Sincerely,

Jeffrey H. Scherr

JHS:mkc
Enclosure

ANDREW JAY GRAHAM**
JAMES M. KRAMON**
LEE M. O'BRIEN
JEFFREY H. SCHERR**
NANCY E. GREGORY**
JAMES P. ULINICH**
PHILIP M. ANDREWS
GERTRUDE C. BARTHEL
MARILYN HOPE FISHER**

97-561
LAW OFFICES
KRAMON & GRAHAM, P.A.
SUN LIFE BUILDING
CHARLES CENTER
BALTIMORE, MARYLAND 21201
(301) 752-6030
TELEPHONE
(301) 539-1259

September 12, 1986

HAND DELIVERED

Mr. Norman Gerber
Mr. Uri. Avin
Mr. David Fields
Arnold Jablon, Esquire
Mr. James Dyer
Baltimore County Office of Planning
and Zoning
401 Bosley Avenue
Towson, Maryland 21204

Ms. Brenda Crabbs
Baltimore County Economic Development
Commission
111 West Chesapeake Avenue
Towson, Maryland 21204

Gentlemen and Ms. Crabbs:

In accordance with your request I enclose herewith a draft of a Memorandum on the issues of Material Change, CRG/FDP Approval and Signage. My client has not yet had the opportunity to fully review the draft Memorandum, and I will advise you if there are any changes.

Please let me have your comments at your earliest convenience.

Sincerely,

Jeffrey H. Scherr

JHS/de
Enclosure

cc: Bancroft Homes of Owings Mills, Inc.
Phyllis C. Friedman, Esquire
(Hand-Delivered, w/encl.)

DRAFT

MEMORANDUM
KRAMON & GRAHAM, P.A.

91-116
22-10
LAW OFFICES
KRAMON & GRAHAM, P.A. SEP 12 1986

ZONING OFFICE

DATE: September 12, 1986

TO: Messrs. Gerber, Avin, Fields, Jablon, Dyer, Department of Planning and Zoning, and Ms. Crabbs, Baltimore County Economic Development Commission.

FROM: Bancroft Homes of Owings Mills, Inc. by its Attorney Jeffrey H. Scherr and Paul Teitelbaum, Law Clerk.

REFERENCE: Lakeside - Material Change, CRG/FDP Approval, Sign Regulations

I. MATERIAL CHANGE.

A. Procedure for Amending the Authorization Plan Must Be Flexible.

During the process of obtaining Planning Board for approval the Lakeside Authorization Petition, it has become evident that flexibility of two different types is essential if the full potential of PUD development is to be realized. The first type of flexibility concerns the integration at Lakeside of an array of diverse yet complimentary land uses on a tract of land which has been absolved of conventional zoning strictures. As noted in the Baltimore County Zoning Regulations, "procedures and regulations under which land development is permitted as of right necessarily limit development opportunities, inhibit design flexibility, and, often, preclude optimum land planning solutions to complex development problems." 430.1.A.1.a. Consonant with the Declaration of Findings of the PUD regulations, Petitioner has planned Lakeside so as to offer "the full range of nonresidential uses that may be desirable to service residential development." 430.1.A.1.b. In most cases, the land uses proposed by Petitioner are among those expressly

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approved under the PUD regulations. In certain instances, Petitioner has applied for Special Hearings so as to be allowed to include additional land uses which are in keeping with a diversified, well-planned community.

Flexibility of a second type is equally critical if PUD development at Lakeside is to achieve its full potential. It is best understood in the context of the PUD approval process. Petitioner's Authorization Plan will be approved prior to the time Petitioner submits for approval detailed CRG/FDP Plans for portions of Lakeside. Submission of these detailed plans will occur in stages, and, consequently, so will the development of Lakeside. This process is not unusual in PUD development. An example of staged development is found in the case studies presented in PUDs In Practice.¹

The master site plan was approved late in 1979. The actual development of the project was phased to meet market demand. As the project develops, formal applications for final plan approval are presented for each site of 40 to 100 units. During the first five years of the project, the flexibility of the process has proved invaluable to the developer. PUDs In Practice p.84.

Similarly, staged development was discussed in another of the case studies:

From a developer's viewpoint, the PUD process should also provide some guarantees. Particularly when the proposed project is to be phased or built in stages over a long

¹ PUDs In Practice is a 94-page monograph on PUD development published by the American Land Institute.

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2

time, some assurance that the entire project will be allowed may be essential to its feasibility. In these cases, it usually is not possible to obtain final approval for the entire project at one time, but, generally, a developer should request conceptual or preliminary approval for all phases of a project when final approval is granted for the first phase of development. The developer of Lincoln Village West, for instance, obtained approval of a concept plan for the entire 773-acre mixed-use project in 1967. The developer then obtained final approval and zoning changes for each section of the project as needed over the next 12 years. This approach was both useful and successful in that case, but its success depended, to a great extent, on the excellent relationship between the development team and the local planning staff. PUDs In Practice p. 25.

It is inevitable that changes to the Lakeside Authorization Plan will be required as actual construction proceeds through its successive stages. These changes will first be brought to the County's attention when CRG/FDP plans are submitted for approval. It is at this juncture that flexibility of the second type is critical.

A procedure for reviewing and approving amendments to the Authorization Plan must be developed, and this procedure must be flexible enough to allow amendments to the Authorization Plan in response to changing conditions. This is repeatedly stressed in PUDs In Practice. On page 24 it is stated that:

One of the primary advantages of the PUD process is the flexibility it provides developers, both in developing initial plans and in changing those plans to respond to changing conditions or market forces.

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3

Market factors with the potential to influence Lakeside could be associated with the local economy, or could be pervasive regional or national market shifts. At page 40 of PUDs In Practice, the author notes:

Thus, the major trends that have influenced the PUD product in recent years have all been related to larger economic and social conditions. The rise in interest rates and land costs have limited the feasibility of large-scale development and resulted in smaller, more upscale PUDs. The expansion of the empty nester and second-home markets has made such projects marketable, while inflation has led to the development of smaller units at higher densities in many PUDs.

In undertaking to build a large-scale PUD such as Lakeside, Petitioner exposes itself to market risks. The demand for any given housing type may fluctuate appreciably during the lengthy development period. Demographic factors such as family size, and economic factors, such as home heating costs, are but two examples of the sorts of conditions that can impact the housing market. Broad-based economic downturns or upturns, as well, would inevitably influence the market. See PUDs In Practice pp. 7-10 and 40. Furthermore, shifts in the nature of the community's needs may require corresponding changes in community buildings, and changes in the focus of religious groups may result in differing needs for structures designed to serve the religious interests of the community. If development plans are not correspondingly modified, Petitioner will be left in

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4

the position of trying to market homes and a community having diminished appeal to consumers.

In the final analysis, if a PUD is to be successful, it must be well-received in the market. The developer must build the type of home and community that the consumer desires. Therefore, the ability to modify housing types and the size and timing of delivery of commercial, residential and community structures during the long buildout period at Lakeside is essential. As is noted in PUDs In Practice, "[d]espite their concern with innovation and the quality of design, developers usually can provide only what the market will accept. Roger Wells, a New Jersey land planning consultant comments that while the ordinance can permit and encourage variety, only the market and the developer determine if something new will be tried." p. 15.

The size of Lakeside also has a bearing on the need for flexibility. The scale of PUDs varies, from less than an acre through developments that encompass several thousand acres. In a small PUD, it is feasible, at the outset, to plan in detail the various aspects of the community. Construction will take place during a relatively short time frame and, consequently, the likelihood is small that market conditions will change appreciably between the inception of development and its completion. In a project of the size of Lakeside, with a buildout time of over ten years, major changes can occur.

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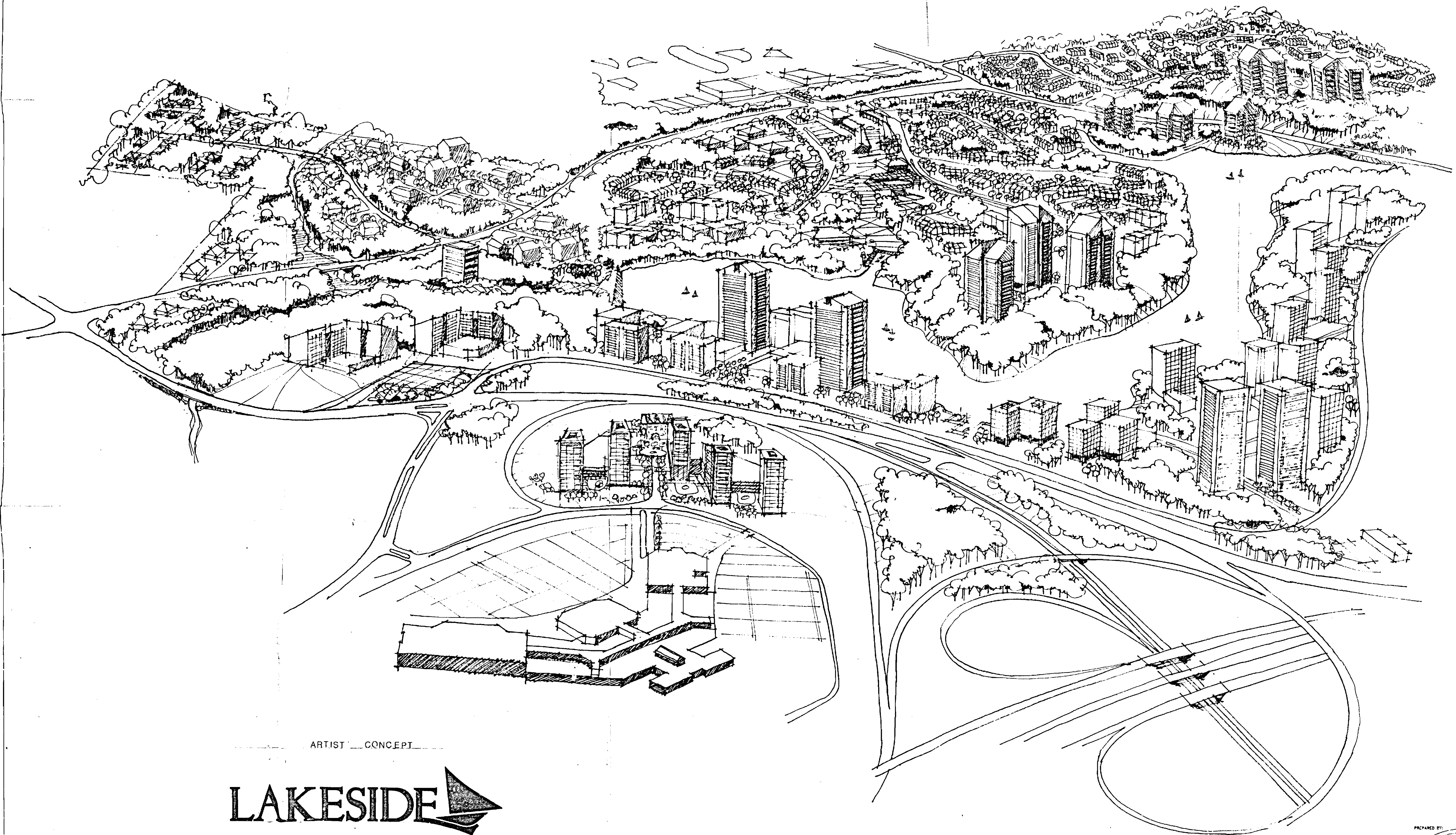
Factors aside from market conditions can result in the need for modification of the initial PUD plan. One of the most obvious of such additional factors is physical site conditions encountered on the job site. Lakeside comprises over 430 acres and it is impossible to predict the number of topography issues that may arise. This is especially true as development will be sensitive to the landscape of the tract.

Moreover, one of the benefits of PUD development is that it encourages innovative planning and design. Given the scale of Lakeside and the lengthy construction period, it is likely that during the development process additional opportunities to employ such innovative design and planning will become apparent. All the parties involved - the County, the community and the Petitioner - stand to benefit if provisions are in place that facilitate incorporation of such innovations. The Baltimore County PUD regulations recognize the importance of design flexibility, stating at Section 430.1.A.1.a. that "procedures and regulations under which land development is permitted as of right necessarily limit development opportunities, inhibit design flexibility, and, often, preclude optimum land-planning solutions to complex development problems." Petitioner urges that the amendment procedure facilitate rather than inhibit innovative planning.

Clear provisions related to amending the plan can also minimize the likelihood of misunderstandings when changes to the plan become necessary.

PST:de:9/9/86:4:1

6



ARTIST CONCEPT

LAKESIDE

PREPARED BY:
James O. ...
1987
BACS REITS - 1000 ROAD OF US WILLS, MO. 21117
(503) 583-1000

1. COMMUNITY

2. NEIGHBORHOOD

3. RETAIL

4. INSTITUTIONAL

5. RECREATIONAL

6. DIRECTIONAL

7. TEMPORARY SIGNAGE

SIGN CONCEPTS

LAKE SIDE

SCALE: $\frac{1}{4}" = 1'-0"$

PREPARED BY:



9505 REISTERSTOWN ROAD
BALTIMORE COUNTY, M.D., 21117
(301) 362-HOME

EXHIBIT NO. 14 A
SEPTEMBER 27, 1986

ANDREW J. GRAHAM
JAMES M. BRADY
LEE H. OGBURN
JEREMY M. SCHERR
NANCY E. GREGOR
CHUCK R. ULWICK
PHILIP M. ANDREWS
GERTRUDE C. BARTAL
MARILYN HOPE FERGUSON

LAW OFFICES

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

No. 021733

DATE 6/12/86 ACCOUNT R-01-615-000

AMOUNT \$ 150.00
Kramon & Graham, P.A., Sun Life Bldg., Charles
Center, Baltimore, Md. 21201

RECEIVED FROM: ADDITIONAL FILING FEE RE SPH & A concerning
Bancroft Homes, Inc. (Attn #457)

FOR: 8 8044*****1500000 8122F

VALIDATION OR SIGNATURE OF CASHIER

HAND DELIVERED

Arnold Jablon, Esquire
Zoning Commissioner
Room 109, County Office
111 West Chesapeake Av
Towson, Maryland 21201

Dear Mr. Jablon:

Enclosed herewith are thirty (30) copies of the
Lakeside PUD Authorization Petition, as well as the Variance and
Special Hearing Petitions and all necessary Exhibits for filing.

The submitted copies should be sufficient for
distribution to all necessary parties. Please call me if any
additional copies are required.

Sincerely,

Jeffrey M. Scherr

JHS:et
Enclosures
cc: Bancroft Homes of Owings Mills, Inc.
Mr. Norman Gerber
Mr. Frank Fisher
Mr. Uri Avin
Ms. Susan Carrell
Mr. David Fields
Ms. Brenda Crabbs
Ms. Judy Sussman
Hon. Charles A. Ruppertsberger III

TABLE OF CONTENTS

1. Petition for Authorization
2. Schedule of Exhibits for Petition
3. Exhibits
4. Petition for Variance
5. Petition for Special Hearing

PETITIONER'S
EXHIBIT 1

PETITION FOR AUTHORIZATION OF A NEIGHBORHOOD UNIT DEVELOPMENT AT
OWINGS MILLS TOWN CENTER - "LAKESIDE" BY BANCROFT HOMES OF OWINGS
MILLS, INC.

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

Bancroft Homes of Owings Mills, Inc. (hereinafter
referred to as "Petitioner"), contract purchaser of certain
property situated in Baltimore County which is described in the
description (Exhibit 1) and plan (Exhibit 5), (hereinafter
referred to as the "Property") hereby petitions for Authorization
of a Unit Development at Owings Mills Town Center. Immediately
following this Petition are a series of fourteen exhibits which
are hereby made a part of this Petition.

The Authorization is sought for a Neighborhood Unit
Development in accordance with Section 430.2 Unit Developments,
Article 4 Special Regulations of the Baltimore County Zoning
Regulations (hereinafter referred to as the "PUD Regulations").
The gross area of the development tract shall exceed 250 acres
and shall be less than 600 acres.

This Authorization Petition is being submitted at the
request of the Baltimore County Office of Planning and Zoning.
The Authorization Petition is also being submitted simultaneously
with a Petition For a Height Variance and a Petition For a
Special Hearing on whether indoor recreational facilities, day
care facilities, life care facilities and fast food drive-through
restaurants may be permitted on the Property. Petitioner seeks
to have the relief prayed by all three Petitions granted or, if
the relief requested is not granted as to any one or more
Petitions, to accept or reject the relief granted and proceed or

not proceed to develop the Property in accordance with the relief
granted.

Petitioner supports this Petition based upon the
grounds set forth below:

INTRODUCTION

The Property consists of 431.277 +/- acres and will be
referred to as "Lakeside". It is located adjacent to the Owings
Mills Town Center. The Plan for Owings Mills (hereinafter
referred to as the "County Master Plan") calls for the Property
to be surrounded by a 140 acre lake on the north end of the site.
On the western end it is bordered by Soldier's Delight, a 2,000
acre natural wooded preserve, and recreation and parks facilities
and schools to the south. Lakeside has been planned by
Petitioner to include residential, commercial, retail and
recreational uses with an emphasis on high quality design and
land use. These goals are identical to those set forth in the
County Master Plan. See, County Master Plan, pages 4 through 5
and 34. Approval of the submitted PUD Plan will permit
Petitioner the flexibility necessary to provide the accelerated
rate of development within the Owings Mills area and the extra
open space, amenities, and good design which are the objectives
of the County Council and the Planning Board as stated in the
County Master Plan. See County Master Plan at 5 and 34.

Housing

Lakeside will include 5,525 homes of high and medium
density. The types of homes which currently fit this definition

are entry level townhomes, garden apartments, condominiums,
detached homes and high rise residences. It is anticipated that
the variety of residences will ensure that people of diverse
ages, incomes and interests will live in Lakeside. The homes
which are envisioned will have one covered or underground parking
space which will be built in developable areas.

The PUD Plan for Lakeside was prepared with a vision
of a distinctive and harmonious overall design incorporating
entry features, signs, and logos, with common design elements
which will be used throughout the community. As demonstrated in
Exhibit 6, which shows fifteen housing types, Petitioner intends
that each housing type will have its own identity and image so
that residents will identify with the separate neighborhoods
which together will constitute Lakeside.

Retail/Office Space

Lakeside will include 136,100 square feet of retail
space to be located predominantly in the central area of Lakeside
called the Village Center. See Exhibit 5. The Village Center
has been placed on the PUD Plan so as to provide a sophisticated
and well-landscaped facility for the community. Planned uses
include food stores, banks, beauty shops, drugstores,
restaurants, hardware stores, retail and service oriented
businesses and other uses as allowed under the PUD Regulations.
Other retail sites may include a gas station, convenience stores
and fast food restaurants.

For the convenience of Lakeside residents and their

guests, there will be an inn located near the retail and
recreational amenities. The size of the inn will be determined
as Lakeside develops.

Lakeside will include 68,050 square feet of commercial
office space. See Exhibit 5. Petitioner expects that most
of this office space will be used by doctors, health
professionals, and other service oriented professionals, such as
accountants, cosmetologists, etc.

Recreational Amenities

Due to its unique location, Petitioner has planned
Lakeside to take advantage of all of the available recreational
opportunities. Lakeside will include a four acre public boating
center and park in the north central portion of the community
which will be dedicated to the County and maintained by the
County. Another docking and waterfront recreation area at the
east end of the Village Center may be provided and would be
available for public use and easily accessible from both the inn,
public walkways and the water. See Exhibit 5.

As envisioned by Petitioner, Lakeside will also
provide major indoor and outdoor recreational facilities open to
the public. Such facilities could include indoor racquetball,
squash and tennis courts, exercise rooms, weightlifting
equipment, and a snack bar and, perhaps, an indoor pool. It is
anticipated that some individual Lakeside neighborhoods will also
have swimming pools and small community buildings.

In addition to the residential, commercial, and retail

uses, Petitioner has provided for the possibility of establishing
within the geographical confines of the PUD a day care center, a
life care center and an interfaith center. Further, Lakeside
could include a multi-use community building which would be
available for community college classes, a library and/or
meeting facilities. Other public facilities may be provided on
an as needed basis, if consistent with the development of the
PUD.

Summary

Lakeside will focus on providing a total community,
as it will offer a broad range of housing opportunities,
amenities, and retail/office space. The availability of public
areas, the Lake, Soldier's Delight, and the school and
recreational areas will enrich the lives of Lakeside residents.

I. Contents of the Authorization Plan

In compliance with Section 430.1.F.2 of the PUD
Regulations, the Authorization Plan proposed by Petitioner
includes the following contents (the items listed follow
precisely the items listed in Section 430.1.F.2 and are
identified in accordance therewith):

a. Existing Conditions

The Existing Conditions Map, Exhibit 4, shows the
existing conditions on and near the proposed PUD site. The
Context Map, Exhibit 3, shows the proposed lake, the proposed
Town Center, the planned Metro Station, the Northwest Expressway,