

PETITION FOR ZONING VARIANCE TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 504 V.B. 6.b) to permit a minimum sideyard setback of 10' in lieu of the required 15'

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

The dwelling was constructed in conformance with the sideyard setback as shown on the Final Development Plan which is in violation of the window to property line requirements since the east building wall has windows. Since the building has been constructed the sideyard requirement poses a very severe hardship situation.

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

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

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

Contract Purchaser: (Type or Print Name) _____ Signature _____ Address _____ City and State _____
Legal Owner(s): (Type or Print Name) _____ Signature _____ Address _____ City and State _____
Attorney for Petitioner: (Type or Print Name) _____ Signature _____ Address _____ City and State _____
Name, address and phone number of legal owner, contract purchaser or representative to be contacted: SPELLMAN, LARSON & ASSOCIATES, INC. 105 W. Chesapeake Ave. Suite 107 Towson, Md. 21204 823-3535

ORDERED By The Zoning Commissioner of Baltimore County, this 14th day of January, 1987, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 23rd day of February, 1987, at 10:15 o'clock A.M.

ESTIMATED LENGTH OF HEARING - 1/2HR. +1HR. AVAILABLE FOR HEARING MON./TUES./WED. - NEXT TWO MONTHS ALL OTHER (over) REVIEWED BY: uan LATE

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

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

Your petition has been received and accepted for filing this 14th day of January, 1987.

Petitioner: Clear Skies Dev., Inc. Received by: James E. Dyer
Petitioner's Attorney: Arnold Klopman, President Chairman, Zoning Plans Advisory Committee

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
FROM: Norman E. Gerber, AICP
SUBJECT: Zoning Petitions Nos. 87-342-A, 87-343-A, 87-344-A, 87-345-A, 87-346-A, 87-347-SpR, 87-348-A
Date: February 10, 1987

There are no comprehensive planning factors requiring comment on these petitions.

Norman E. Gerber, AICP
Office of Planning & Zoning

JGH:NEG:eds

CPS-G08

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

February 12, 1987

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

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

Mr. Arnold Klopman, President
Clear Skies Development, Inc.
1866 Reisterstown Road, Suite F
Baltimore, Maryland 21208

RE: Item No. 248 - Case No. 87-345-A
Petitioner: Clear Skies Dev., Inc.
Petition for Zoning Variance

Dear Mr. Klopman:

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

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

Very truly yours,

James E. Dyer/KRZ
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:kbb

Enclosures

cc: Spellman, Larson & Associates, Inc.
105 W. Chesapeake Avenue, Suite 107
Towson, Maryland 21204

FRI. Feb. 27
11:15 AM

February 9, 1987
RUXTON HILL ASSOCIATION

There will be a public hearing held at the County Office Building (111 W. Chesapeake Ave., Towson, Room 106) on Monday, Feb. 23rd at 10:15 a.m. to permit a minimum side yard setback of 10 feet in lieu of the required 15 ft. for the house built on Lot 35 by Clear Skies Development Corporation. The case number is 87-345 A.

If you are opposed to the granting of this variance by the county, please make every attempt to attend the meeting. Also, the Board as well as the Environmental Committee of the Ruxton Hill Association would appreciate your signature below as an indication of your opposition to the variance:

1. Bruce C. Cline, Chairman Environmental Committee, 24 Old Court Road
2. Bruce C. Cline, 2 Rockland Ave. Ct.
3. Bruce C. Cline, 2 Rockland Ave. Ct.
4. Charles B. Bunker, 8 Rockland Ave. Ct.
5. Robert B. Bunker, 8 Rockland Ave. Ct.
6. George W. Whitwell, 14 Roland Court
7. James D. Whitwell, 14 Roland Court
8. James D. Whitwell, 14 Roland Court
9. James D. Whitwell, 14 Roland Court
10. James D. Whitwell, 14 Roland Court
11. James D. Whitwell, 14 Roland Court
12. James D. Whitwell, 14 Roland Court
13. James D. Whitwell, 14 Roland Court
14. James D. Whitwell, 14 Roland Court
15. James D. Whitwell, 14 Roland Court
16. James D. Whitwell, 14 Roland Court
17. James D. Whitwell, 14 Roland Court
18. James D. Whitwell, 14 Roland Court
19. James D. Whitwell, 14 Roland Court
20. James D. Whitwell, 14 Roland Court

RECEIVED
FEB 25 1987
ZONING OFFICE

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3211
NORMAN E. GERBER
DIRECTOR

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

JANUARY 20, 1987

Re: Zoning Advisory Meeting of December 23, 1986
Item # 248
Property Owner: CLEAR SKIES DEVELOPMENT, INC.
Location: SE/C ROLAND CT. (DEADEND) 456.20' SW & RUXTON HILL 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 parking arrangement is not satisfactory.
- ☒ Parking calculations must be shown on the plan.
- ☒ This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- ☒ Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations.
- ☒ Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- ☒ The amended Development Plan was approved by the Planning Board on _____.
- ☒ Landscaping: Must comply with Baltimore County Landscape Manual.
- ☒ The property is located in a deficient service area as defined by B111 178-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is _____.
- ☒ The property is located in a traffic area controlled by a "D" level intersection as defined by B111 178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.
- ☒ Additional comments: _____

Very truly yours,

Andrew Klopman

ASK/sk

Enclosure

cc: James Hoswell

David Fields, Acting Chief
Current Planning and Development

STEPHEN E. COLLINS
DIRECTOR

January 21, 1987

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

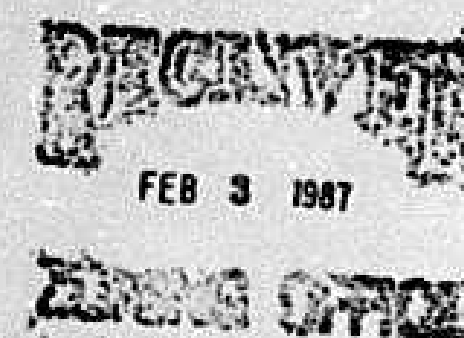
Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items number 233, 234, 235, 237, 238, 239, 240, 241, 243, 244, 246, 248, 249, and 250.

Very truly yours,

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

MSF:lt



PAUL H. REINCKE
CHIEF

December 23, 1986

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

RE: Property Owner: Clear Skies Development, Inc.
Location: SE/C Roland Court (deadend) 456.28 ft. SW centerline
Ruxton Hill Rd.
Item No.: 248 Zoning Agenda: Meeting of 12/23/86

Gentlemen:

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

- () 1. Fire hydrants for the referenced property are required and shall be located at intervals of _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

- () 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments at this time.

REVIEWER: *John F. O'Neill*
Planning Group
Special Inspection Division

Noted and Approved:
Fire Prevention Bureau

/mb



SPELLMAN, LARSON
& ASSOCIATES, INC.

SUITE 107 - JEFFERSON BUILDING
105 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
823-3535

RECEIVED
JAN 2 1987

ALFRED F. JUNGERS, P.E.
HENRY M. APPEL

Jan. 7, 1987

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

Re: No. 3 Roland Ct.
Zoning Petition Item No. 248
Clear Skies Development Co.

Dear Mr. Jablon:

The above-captioned Zoning Petition is presently being processed through your office for a Zoning Hearing date.

It is the intent of this letter to respectfully request consideration be given this case for an early Hearing date due to financial hardships imposed upon the owner.

The circumstances that surround this case relate to the fact that construction on this project is already well under way and whatever time that can be saved in resolving this situation is critical.

Therefore I would appreciate your giving this case what ever consideration that is possible.

Should you have any questions or wish to discuss this project any further please feel free to contact this office at any time.

Very truly yours,

SPELLMAN, LARSON & ASSOCIATES, INC.

Joseph L. Larson
Joseph L. Larson
Vice President

cc: Jim Dyer

RESIDENTIAL & COMMERCIAL DEVELOPMENT DESIGN • LAND SURVEYING
LAND PLANNING • SUBDIVISION LAYOUT • FEASIBILITY STUDIES • ESTIMATING
GRADING STUDIES • LOCATION SURVEYS • TECHNICAL CONSULTATION

TED ZALESKI, JR.
DIRECTOR

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

Dear Mr. Jablon:

Comments on Item # 248 Zoning Advisory Committee Meeting are as follows:

Property Owner:
Location:
District:

APPLICABLE ITEMS ARE CIRCLED:

- (C) All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85, the Maryland Code for the Handicapped and Age (A.M.S.T. #117-1 - 1980) and other applicable Codes and Standards.
- (C) A building and other miscellaneous permits shall be required before the start of any construction. It is assumed a permit to construct has been acquired.
- 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 B-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. B-4 Use Groups require a one hour wall if closer than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party wall. See Table 101, Section 1007, Section 1006.2 and Table 1002. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.
- 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 101 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, Flood Hazard Area. Please see the attached copy of Section 516.0 of the Building Code or adopt: by Bill #17-86. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.
- J Comments:
- 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 W. Chesapeake Avenue, Towson, Maryland 21204.

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

L/27/86

SPELLMAN, LARSON
& ASSOCIATES, INC.

SUITE 107 - JEFFERSON BUILDING
105 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
823-3535

ROBERT E. SPELLMAN, P.E.
JOSEPH L. LARSON
LOUIS J. PIASECKI, P.E.
ALBERT RENTY

DESCRIPTION FOR VARIANCE NO. 3 ROLAND COURT, NINTH DISTRICT BALTIMORE
COUNTY MARYLAND

Beginning for the same at the Southeast corner of Roland Court as shown on first amended Plat 3 Section 2 Bridleshire said Plat being recorded among the Plat Records of Baltimore County in Plat Book EHK Jr. No. 52, Folio 58 approximately 456.28 feet Southwest of centerline of Ruxton Hill Road and running thence and binding on the end of Roland Court North 81 Degrees 01 Minutes 20 Seconds West 33.00 feet thence leaving the end of Roland Court and running South 8 Degrees 58 Minutes 40 Seconds West 132.53 feet South 14 Degrees 15 Minutes 40 Seconds East 91.45 feet South 72 Degrees 46 Minutes 10 Seconds East 10.45 feet North 48 Degrees 43 Minutes 20 Seconds East 144.63 feet North 42 Degrees 17 Minutes 00 Seconds East 46.64 feet and North 53 Degrees 43 Minutes 20 Seconds West 147.99 feet to the place of beginning.

11/18/86



RESIDENTIAL & COMMERCIAL DEVELOPMENT DESIGN • LAND SURVEYING
LAND PLANNING • SUBDIVISION LAYOUT • FEASIBILITY STUDIES • ESTIMATING
GRADING STUDIES • LOCATION SURVEYS • TECHNICAL CONSULTATION

IN RE: PETITION ZONING VARIANCE * BEFORE THE
SE/corner of Roland Court * ZONING COMMISSIONER
(Dead End), 456.28' SW of the *
centerline of Ruxton Hill *
Road (3 Roland Court) - *
9th Election District * OF BALTIMORE COUNTY
Clear Skies Development, Inc., * Case No. 87-345-A
Petitioner *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests a variance to permit a minimum side yard setback of 10 feet in lieu of the required 15 feet, as more particularly described on Petitioner's Exhibit 1.

The Petitioner, by Arnold Klepman, President, appeared and testified and was represented by Counsel. Joseph Larson, a civil engineer, testified on behalf of the Petitioner. Philip Grunzelheiner, President of the Ruxton Hill Association, and Penny Clark, of that Association's Environmental Control Committee, testified in opposition, as did Mr. and Mrs. Anthony Pasquarelli, the adjacent property owners. Other residents in the community also appeared in opposition.

Testimony indicated that the subject property, located on Roland Court and zoned D.R.1, is improved with a new single-family dwelling. A building permit was obtained for construction of the dwelling after approval by the various County agencies. The site plan attached to the building permit application showed 15-foot setbacks from the dwelling to the northeast property line. In fact, the dwelling was constructed ten feet to the northeast property line at its closest point and 14 1/2 feet at its maximum point. The portion of the dwelling facing that property line has a window which,

pursuant to the Comprehensive Manual of Development Policies (CMDP), requires a 15-foot setback. The Petitioner admits a mistake was made and is requesting a variance to correct the problem.

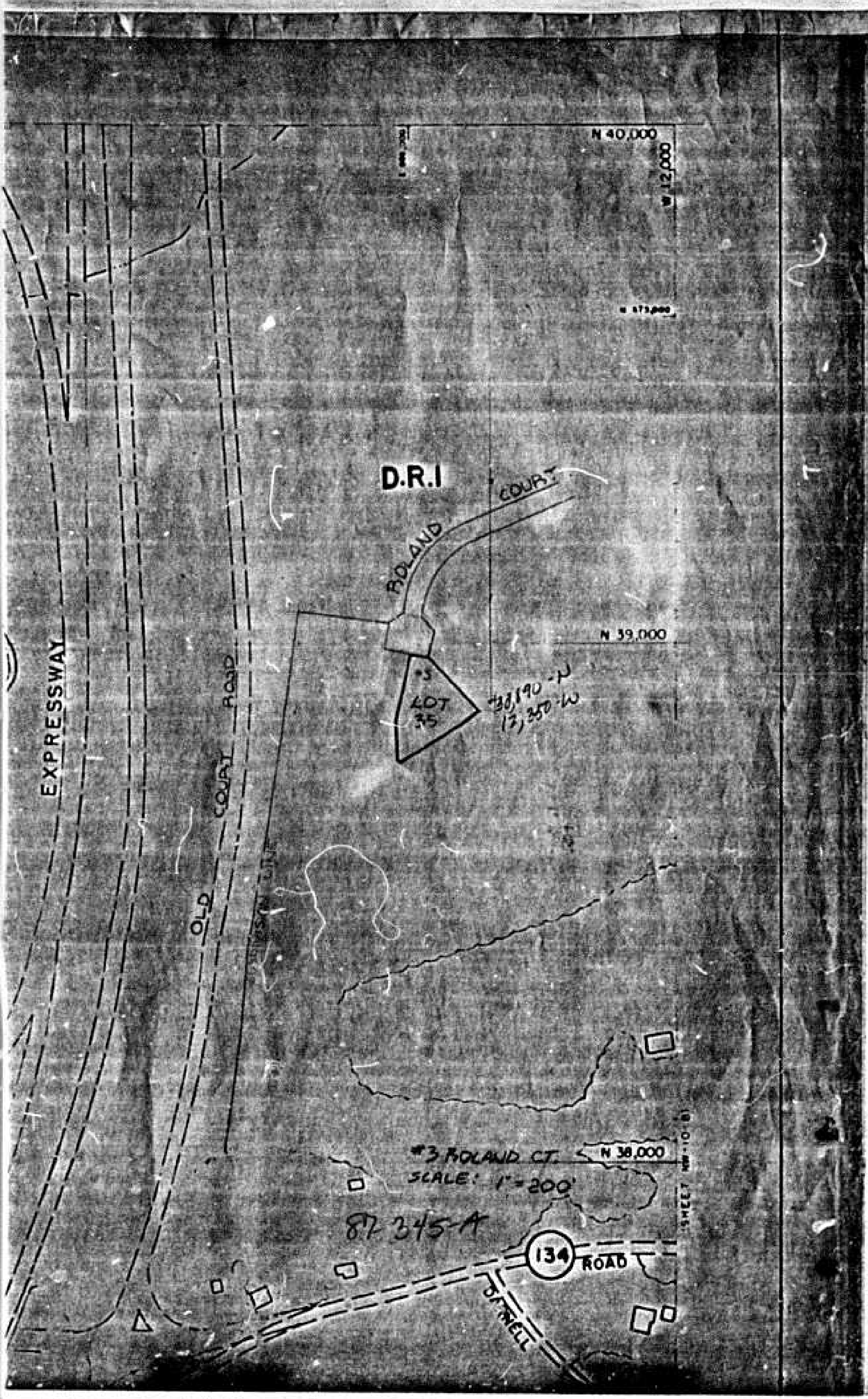
The Protestants argued that the requested variance would, if granted, adversely impact property values and that the Petitioner has not complied with the restrictive covenants recorded in the Land Records of Baltimore County which run with the land. The adjacent property owners, the Pasquarellis, also object in that they believe the dwelling would be too close to their property, which is also improved with a new dwelling in which they have lived for only a few months.

In fact, the community does not like the dwelling and its unusual configuration, which is caused by the unusual configuration of the lot. The community and the neighbors do not, however, recognize the improbability of their complaint. If the dwelling did not have a window, no setback would be required and indeed could be constructed directly on the Pasquarellis' joint property line. Only the Petitioner's desire to keep the window causes the instant problem. If there was no window, no variance would be required, and there would be no violation of the restrictive covenants. What then does the community get? Even Mr. Pasquarelli admitted that it was the location of the dwelling that was of concern to him rather than the window.

Although it would be easy to grant the requested variance in light of the testimony presented, the law does not allow it to be granted. The primary reason for the request is financial. A window in the present location would probably add to the value of the dwelling. However, the Court of Appeals has repeatedly held that such financial concerns are not sufficient for the granting of a variance and that such concerns do not constitute practical difficulty, as required by Section 307, Baltimore County Zoning Regulations

ORDER RECEIVED FOR FILING
Date: 1/23/87
By: *John F. O'Neill*

James D. Hoxby 3 Johnson Mill Rd.
Charles Huxton 20 Roland Ct.
Barbara Huxton 19 Roland Ct.
John Pasquarelli 6 Roland Ct. Ruxton Hill
Nagmi Arigdor 10 Ruxton Johnson Mill
Laura Parigione 2 Rockland Ave Ct
Rudolph B. Parigione 2 Rockland Ave Ct
Joseph P. Hoxby 8 Roland Ct.
Sharon Dunn 6 Rockland Ave Court
Linda Pasquarelli 5 Roland Court
Arthur P. Pasquarelli 5 Roland Court



CERTIFICATE OF PUBLICATION

TOWSON, MD., February 24, 1987

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 February 4, 1987.

TOWSON TIMES,

Publisher

39.78

After due consideration of the testimony and evidence presented, it is clear that no practical difficulty or unreasonable hardship would result if the instant variance were not granted. It has not been established that the requirement from which the Petitioner seeks relief would unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the variance requested would be detrimental to the public health, safety, and general welfare.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the requested variance should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 4th day of March, 1987, that the Petition for Zoning Variance to permit a minimum side yard setback of 10 feet in lieu of the required 15 feet be and is hereby DENIED.

[Signature]
Zoning Commissioner of
Baltimore County

AJ/srl

cc: Jeffrey Margolies, Esquire

Mr. Philip Grundlehner

People's Counsel

ORDER RECEIVED FOR FILING
Date *March 9, 1987*
By *Shirley L. Brown*

Mr. Arnold Klopman
President
Clear Skies Dev., Inc.
1866 Reisterstown Road, Suite F
Baltimore, Maryland 21208

January 19, 1987

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE
SE/cor. Roland Ct. (deadend), 456.28' SW of the c/l
of Ruxton Hill Rd. (3 Roland Ct.)
9th Election District
Clear Skies Dev., Inc. - Petitioner
Case No. 87-345-A

TIME: 10:15 a.m.

DATE: Monday, February 23, 1987

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. 29873

07

DATE 12/12/86 ACCOUNT 01-615-000

AMOUNT \$ 100.00

RECEIVED FROM Spellman Larson

FOR Variance #298

B 8063*****1000012 0128F

VALIDATION OR SIGNATURE OF CASHIER

PETITION FOR ZONING VARIANCE

9th Election District

Case No. 87-345-A

LOCATION: Southeast Corner of Roland Court (deadend), 456.28 feet Southwest of the Centerline of Ruxton Hill Road (3 Roland Court)

DATE AND TIME: Monday, February 23, 1987, at 10:15 a.m.

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

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

Petition for Zoning Variance to permit a minimum side yard setback of 10 feet in lieu of the required 15 feet

Being the property of Clear Skies Dev., Inc., as shown on plat plan filed with the Zoning Office.

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

BY ORDER OF
ARNOLD JABLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

Jeffrey Margolies, Esquire
Clear Skies Dev., Inc.
1866 Reisterstown Road, Suite F
Baltimore, Maryland 21208

February 23, 1987

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE
SE/cor. Roland Ct. (deadend), 456.28' SW of the c/l
of Ruxton Hill Rd. (3 Roland Ct.)
9th Election District - 4th Councilmanic District
Clear Skies Dev., Inc. - Petitioner
Case No. 87-345-A

TIME: 11:15 a.m.

DATE: Friday, February 27, 1987

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

[Signature]
Zoning Commissioner
of Baltimore County

AJ/mcd

cc: Mr. Arnold Klopman
President
Clear Skies Dev., Inc.
1866 Reisterstown Road, Suite F
Baltimore, Maryland 21208

Spellman, Larson & Associates, Inc.
105 West Chesapeake Avenue, Suite 107
Towson, Maryland 21204

RE: PETITION FOR VARIANCE : BEFORE THE ZONING COMMISSIONER
SE/cor. Roland Ct. (deadend) : OF BALTIMORE COUNTY
456.28' SW of C/L of Ruxton Hill Rd. (3 Roland Ct.) :
9th District :
CLEAR SKIES DEV., INC., : Case No. 87-345-A
Petitioner :
: : : : :
ENTRY OF APPEARANCE

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

[Signature]
Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

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

I HEREBY CERTIFY that on this 29th day of January, 1987, a copy of the foregoing Entry of Appearance was mailed to Clear Skies Dev., Inc., Petitioner, 1866 Reisterstown Rd., Suite F, Baltimore, MD 21208; and Spellman, Larson & Associates, Inc., 105 W. Chesapeake Ave., Suite 107, Towson, MD 21204, who requested notification.

[Signature]
Peter Max Zimmerman
Peter Max Zimmerman

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

ARNOLD JABLON
ZONING COMMISSIONER

February 17, 1987

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

Mr. Arnold Klopman
President
Clear Skies Dev., Inc.
1866 Reisterstown Road, Suite F
Baltimore, Maryland 21208

RE: PETITION FOR ZONING VARIANCE
SE/cor. Roland Ct. (deadend), 456.28' SW of the
c/l of Ruxton Hill Rd. (3 Roland Ct.)
9th Election District - 4th Councilmanic District
Clear Skies Dev., Inc. - Petitioner
Case No. 87-345-A

Dear Mr. Klopman:

This is to advise you that \$86.95 is due for advertising and posting of the above property. This fee must be paid before an order is issued.

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

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

Enclosed is the check payable to Baltimore County, Maryland, and remit to Towson, Maryland

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

No. 33043

DATE 2/27/87 ACCOUNT 01-615-000

SIGN & POST RETURNED AMOUNT \$ 86.95

RECEIVED FROM Jeffrey M. Margolies, 31 Trumill Lane, Apt. C, Baltimore, Md, 21204

ADVERTISING & POSTING COSTS RE CASE #87-345-A

FOR B 8180*****86512 2.78F

VALIDATION OR SIGNATURE OF CASHIER

Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984 and the said party of the second part in exercise of the power and authority granted it under the Provisions of Paragraph 9A, entitled VARIANCES, of the "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984 does hereby grant the following variance:

The setbacks, with respect to any dwelling house or above grade structure that may be constructed or placed on Lot 6, Plat 2, Section 2, Bridleshire (also known as #2 Rockland Vue Court) are as follows:

(a) Thirty (30) feet from the front line

(b) Thirty (30) feet from the side line

EXCEPT AS HEREBY MODIFIED, the Provisions of the "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984, remain unchanged and in full force and effect.

WITNESS the hands and seals of the parties hereto

J.D.B. Corporation

By: Bernard F. McCrory, President

J.D.B. Corporation

By: James L. Potter, Jr., Secretary

Environmental Control Committee

By: Bernard F. McCrory, Initial Member

Environmental Control Committee

By: Robert H. Johnson, Initial Member

Clear Skies Development, Inc.

By: Andrew Klopman, President

THIS VARIANCE is made this 15th day of September, 1986, by J.D.B. Corporation, party of the first part, and the Initial Environmental Control Committee, party of the second part, and Clear Skies Development, Inc.

WHEREAS the J.D.B. Corporation while owner of certain property situate in Baltimore County, Maryland known as "Ruxton Hill", a part of which is now shown and designated as Lot Number 6, Plat 2, Section 2, Bridleshire (also known as #2 Rockland Vue Court) and recorded among the Land Records of Baltimore County, Maryland, in Plat Book Liber 52, Folio 16 (the "Lot"), imposed Restrictions on said Lot by Declaration dated June 13, 1984, and recorded among the Land Records of Baltimore County, Maryland, in Liber 6745, Folio 493, dated July 11, 1984, and

WHEREAS the J.D.B. Corporation had sold and conveyed the Lot to Clear Skies Development, Inc., which is subject to the Restrictions imposed on "Ruxton Hill"; and

WHEREAS the J.D.B. Corporation in its Declaration of Restrictions named the Initial Environmental Control Committee (the "Committee"), and designated said Committee the authority under provisions of Paragraph 9A to allow reasonable variances and adjustments in the Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions thereof; and

WHEREAS, prior to the sale of the Lot to Clear Skies Development, Inc., Clear Skies Development, Inc., had requested that said party of the first part and the said party of the second part reduce the front yard setback established in the Restrictions Paragraph 6, subparagraph D(a) from 35' from each front line to 30' from each front line; and

WHEREAS, prior to the sale of the Lot to Clear Skies Development, Inc., Clear Skies Development, Inc. had requested that said party of the first part and the said party of the second part reduce the side yard setback established in the Restrictions Paragraph 6, subparagraph D(b) from 35' from each side line to 30' from each side line; and

WHEREAS the said party of the first part and said party of the second part verbally approved said request for a variance prior to the sale of the Lot to Clear Skies Development, Inc.; and

WHEREAS, Clear Skies Development, Inc. failed to obtain said approval in writing; and

WHEREAS, this document is intended to reduce to writing the verbal variance granted to Clear Skies Development, Inc;

NOW THEREFORE WITNESSETH that the said party of the first part in exercise of the power and authority granted it under the Provisions of Paragraph 2B of the "Declaration of Restrictions" for

Clear Skies Development, Inc.
September 10, 1986
Page 2

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 10th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Bernard F. McCrory, President JDB Corporation, and he made oath in due form of law that the matters and facts set forth in the aforesaid amendment are true and correct to the best of his knowledge and belief and that he signed same in his capacity as President of JDB Corporation.

AS WITNESS my hand and notarial seal.

Bonnie Carol Harris
Notary Public
My commission expires: 7-1-90

September 10, 1986

Clear Skies Development, Inc.
1866-F Reisterstown Road
Baltimore, Maryland 21208

Gentlemen:

With reference to Lot 6, Plat 2, Section 2, Bridleshire (also known as #2 Rockland Vue Court) in the Ruxton Hill Development, the following variance is granted under the right of Paragraph 2B "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984.

Pursuant to your request, Ruxton Hill, Declarant, hereby amends the language of Paragraph 6, Subparagraph D(b) to read as follows:

"Thirty (30) feet from each lot side line;"

and the language of Paragraph 6, Subparagraph D(a) to read as follows:

"Thirty (30) feet from the front line of each lot abutting a street;"

This change is granted by issuance of this exception to Paragraph 6D(b), however, does not waive its rights over any of the other restrictions and each of those restrictions is independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. All remaining restrictions recorded in the Covenants remain in force.

JDB CORPORATION (DECLARANT)

James L. Potter, Jr.
Secretary

JDB CORPORATION (DECLARANT)

Bernard F. McCrory
President

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 10th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared James L. Potter, Jr., Secretary of JDB Corporation, and he made oath in due form of law that the matters and facts set forth in the foregoing amendment are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.

Bonnie Carol Harris
Notary Public
My commission expires: 7-1-90

10942 BEAVER DAM ROAD HUNT VALLEY, MARYLAND 21030 301/683-1970

CPM DEVELOPMENT CORPORATION

PROTESTANT
EXHIBIT 1
November 6, 1986

Mr. Philip Grundlehner
President
Ruxton Hill Homeowner's Association
3 Rockland Vue Court
Ruxton, Maryland 21204

Dear Philip:

Attached you will find copies of a cover letter and the original of the variance documentation that we gave for lots 6 and 35 in Ruxton Hill.

As you can see by the documentation, we were very clear to the owners of lots 6 and 35 that the variances we were granting, were granted without any authority. You will note on the letter that we carbon copied the Ruxton Hill Environmental Committee.

I hope that our session with the homeowners was informative. We will wait for ten days to get as many letters as possible on the driveways. We will then try to follow up with those homeowners from whom we do not receive letters. We will begin construction of the depressed curbs as soon as weather and the contractor permit.

Sincerely yours,

JDB CORPORATION

Bernard F. McCrory
President

BPM:sy

Enclosures

cc: Don D. Hutson
Ruxton Hill Environmental Committee

CPM DEVELOPMENT CORPORATION

September 11, 1986

Mr. Andrew Klopman
Jeffrey E. Margolies
Clear Skies Development, Inc.
1866 Reisterstown Road
Suite F
Baltimore, Maryland 21208

Gentlemen:

We have attached your requested waiver of setback requirements for Lots 6 and 35 in Ruxton Hill. As I mentioned to you yesterday we in no way feel this is our responsibility since we are no longer involved in the environmental control committee; however, as an accommodation to your settlement we are complying with your request.

By copy of this letter we are indicating to the present environmental control committee that this is not an effort to usurp any of their responsibilities. Additionally we assume no liability for any problems arising out of this accommodation.

Very truly yours,

JDB CORPORATION

James L. Potter, Jr.

JLP:sy

Enclosures

cc: Ruxton Hill Environmental
Control Committee

CPM DEVELOPMENT CORPORATION

September 10, 1986

Clear Skies Development, Inc.
1866-F Reisterstown Road
Baltimore, Maryland 21208

Gentlemen:

With reference to Lot 35, Plat 2, Section 2, Bridleshire (also known as #3 Roland Court) in the Ruxton Hill Development, the following variance is granted under the right of Paragraph 2B "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984.

Pursuant to your request, Ruxton Hill, Declarant, hereby amends the language of Paragraph 6, Subparagraph D(b) to read as follows:

"Ten (10) feet from each side line;"

and the language of Paragraph 6, Subparagraph D(a) to read as follows:

"Thirty (30) feet from the front line of each lot abutting a street;"

This change is granted by issuance of this exception to Paragraph 6D(b), however, does not waive its rights over any of the other restrictions and each of those restrictions is independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. All remaining restrictions recorded in the Covenants remain in force.

JDB CORPORATION (DECLARANT)

James L. Potter, Jr.
Secretary

JDB CORPORATION (DECLARANT)

Bernard F. McCrory
President

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 10th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared James L. Potter, Jr., Secretary of JDB Corporation, and he made oath in due form of law that the matters and facts set forth in the foregoing amendment are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.

Bonnie Carol Harris
Notary Public
My commission expires: 7-1-90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Robert H. Johnson, initial member of the Environmental Control Committee, of Ruxton Hills, and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
 My Commission Expires July 1, 1990
Mary Regina Miller
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Andrew Klopman, President of Clear Skies Development, Inc. and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Bernard F. McCrory, President of the J.D.B. Corporation and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared James L. Potter, Secretary of the J.D.B. Corporation and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Bernard F. McCrory, initial member of the Environmental Control Committee, of Ruxton Hills, and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

Provisions of Paragraph 9A, entitled VARIANCES, of the "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984 does hereby grant the following variance:

The setbacks, with respect to any dwelling house or above grade structure that may be constructed or placed on Lot 35, First Amended Plat 3, Section 2, Bridleshire (also known as #2 Roland Court) are as follows:

- (a) Thirty (30) feet from the front line
- (b) Ten (10) feet from the side line

EXCEPT AS HEREBY MODIFIED, the Provisions of the "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984, remain unchanged and in full force and effect.

WITNESS the hands and seals of the parties hereto

<i>Susan B. Yurtee</i> WITNESS	J.D.B. Corporation By: <i>Bernard F. McCrory</i> Bernard F. McCrory, President
<i>Susan B. Yurtee</i> WITNESS	J.D.B. Corporation By: <i>James L. Potter</i> James L. Potter, Secretary
<i>Susan B. Yurtee</i> WITNESS	Environmental Control Committee By: <i>Bernard F. McCrory</i> Bernard F. McCrory, Initial Member
<i>Joseph E. Gately</i> WITNESS	Environmental Control Committee By: <i>Robert H. Johnson</i> Robert H. Johnson, Initial Member
<i>Andrew Klopman</i> WITNESS	Clear Skies Development, Inc. By: <i>Andrew Klopman</i> Andrew Klopman, President

LIBER 7267
FOLIO 493

THIS VARIANCE is made this 15th day of September, 1986, by J.D.B. Corporation, party of the first part, and the Initial Environmental Control Committee, party of the second part, and Clear Skies Development, Inc.

WHEREAS the J.D.B. Corporation while owner of certain property situate in Baltimore County, Maryland known as "Ruxton Hill", a part of which is now shown and designated as Lot Number 35, First Amended Plat 3, Section 2, Bridleshire (also known as #3 Roland Court) and recorded among the Land Records of Baltimore County, Maryland, in Plat Book Liber 52, Folio 58 (the "Lot"), imposed Restrictions on said Lot by Declaration dated June 13, 1984, and recorded among the Land Records of Baltimore County, Maryland, in Liber 6745, Folio 493, dated July 11, 1984; and

WHEREAS the J.D.B. Corporation had sold and conveyed the Lot to Clear Skies Development, Inc., which is subject to the Restrictions imposed on "Ruxton Hill"; and

WHEREAS the J.D.B. Corporation in its Declaration of Restrictions named the Initial Environmental Control Committee (the "Committee"), and designated said Committee the authority under provisions of Paragraph 9A to allow reasonable variances and adjustments in the Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions thereof; and

WHEREAS, prior to the sale of the Lot to Clear Skies Development, Inc., Clear Skies Development, Inc., had requested that said party of the first part and the said party of the second part reduce the front yard setback established in the Restrictions Paragraph 6, subparagraph D(a) from 35' from each front line to 30' from each front line; and

WHEREAS, prior to the sale of the Lot to Clear Skies Development, Inc., Clear Skies Development, Inc. had requested that said party of the first part and the said party of the second part reduce the side yard setback established in the Restrictions Paragraph 6, subparagraph D(b) from 35' from each side line to 10' from each side line; and

WHEREAS the said party of the first part and said party of the second part verbally approved said request for a variance prior to the sale of the Lot to Clear Skies Development, Inc.; and

WHEREAS, Clear Skies Development, Inc. failed to obtain said approval in writing; and

WHEREAS, this document is intended to reduce to writing the verbal variance granted to Clear Skies Development, Inc.;

NOW THEREFORE WITNESSETH that the said party of the first part in exercise of the power and authority granted it under the Provisions of Paragraph 2B of the "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984 and the said party of the second part in exercise of the power and authority granted it under the

Clear Skies Development, Inc.
 September 10, 1986
 Page 2

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 10th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Bernard F. McCrory, President JDB Corporation, and he made oath in due form of law that the matters and facts set forth in the aforesaid amendment are true and correct to the best of his knowledge and belief and that he signed same in his capacity as President of JDB Corporation.

AS WITNESS my hand and notarial seal.
Bonnie Carol Hass
 Notary Public
 My commission expires: 7-1-90

CPM DEVELOPMENT CORPORATION

September 10, 1986

Clear Skies Development, Inc.
 1866-F Reisterstown Road
 Baltimore, Maryland 21208

Gentlemen:

With reference to Lot 35, Plat 2, Section 2, Bridleshire (also known as #3 Roland Court) in the Ruxton Hill Development, the following variance is granted under the right of Paragraph 2B "Declaration of Restrictions" for Ruxton Hill, Liber 6745, Folio 493, recorded in Baltimore County, Maryland, dated July 11, 1984.

Pursuant to your request, Ruxton Hill, Declarant, hereby amends the language of Paragraph 6, Subparagraph D(b) to read as follows:

"Ten (10) feet from each side line;"

and the language of Paragraph 6, Subparagraph D(a) to read as follows:

"Thirty (30) feet from the front line of each lot abutting a street;"

This change is granted by issuance of this exception to Paragraph 6D(b), however, does not waive its rights over any of the other restrictions and each of those restrictions is independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. All remaining restrictions recorded in the Covenants remain in force.

JDB CORPORATION (DECLARANT)

James L. Potter, Jr.
 Secretary

JDB CORPORATION (DECLARANT)

Bernard F. McCrory
 President

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 10th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared James L. Potter, Jr., Secretary of JDB Corporation, and he made oath in due form of law that the matters and facts set forth in the foregoing amendment are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.
Bonnie Carol Hass
 Notary Public
 My commission expires: 7-1-90

16942 BEAVER DAM ROAD HUNT VALLEY, MARYLAND 21030 301/683-1970

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Robert H. Johnson, initial member of the Environmental Control Committee, of Ruxton Hills, and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
 My Commission Expires July 1, 1990
Mary Regina Miller
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Andrew Klopman, President of Clear Skies Development, Inc. and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Bernard F. McCrory, President of the J.D.B. Corporation and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared James L. Potter, Secretary of the J.D.B. Corporation and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of September, 1986, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Bernard F. McCrory, initial member of the Environmental Control Committee, of Ruxton Hills, and he made oath in due form of law that the matters and facts set forth in the foregoing variance is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal
R. Breeding Mitchell
 Notary Public
 My commission expires 7/1/90

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

87-345-A

District: 9th Date of Posting: February 2, 1987
Posted for: various
Petitioner: Chari Skirvin Dany, Inc.
Location of property: SE corner of Roland Rd. and 456 St. N. of
the E. of Ruxton Hill Rd. (S. Roland St.)
Location of Signs: In front of 456 Roland St.
Remarks:
Posted by: S. J. [Signature] Date of return: February 6, 1987
Number of Signs: 1

Page 4 of 4

RISK OF LOSS, INSPECTIONS, INSURANCE

7. THE RISK OF LOSS OF THE PROPERTY WILL BE CARRIED BY SELLER UNTIL LEGAL TITLE HAS PASSED OR POSSESSION GIVEN TO BUYER. If prior to that time all or substantial part of the property is destroyed or damaged by fire or other casualty, without fault of Buyer, Buyer can elect to withdraw from the contract. Buyer must notify Seller, promptly, in writing, of the intent to withdraw. Upon such notice, the contract will become null and void and all deposit money will be returned to Buyer.

PERFORMANCE, DEFAULT, DEPOSITS

8. If Buyer or Seller fail to perform all the terms and provisions of this contract as they agreed, then a default can be declared and either BUYER OR SELLER SHALL BE ABLE TO PURSUE THEIR LEGAL RIGHTS AND REMEDIES including a law suit for specific performance and/or money damages. Prompt written notice of the declaration of default shall be given by Buyer or Seller declaring the default of the other. Default by Buyer may entitle Seller to demand that any money held by the Seller in escrow be forfeited and paid to the Seller. In the event of such forfeiture, the Seller may be allowed to release the deposit from an escrow and pay the listing broker the share of the deposit as agreed to in the listing contract. This provision however shall not prevent the broker from holding Seller liable for any commissions to which broker may be entitled. Buyer and Seller understand that the REAL ESTATE COMPANIES, BROKERS OR AGENTS NAMED IN THIS CONTRACT DO NOT ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY OR FOR THE PERFORMANCE OF THE CONTRACT by any of the parties to it.

9. Unless otherwise specifically agreed or stipulated in writing, IF THE CONTRACT, BY FAILURE OF A CONTINGENCY, BECOMES NULL AND VOID or is declared to be null and void, any deposit paid by Buyer and held by the Seller will be returned promptly to the Buyer.

10(a). Unless otherwise specifically agreed or stipulated in writing, Buyer and Seller bind themselves, their HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS to the diligent and faithful performance of the contract.

10(b) There is attached hereto an Addendum (Lot 35, Sale Contingencies) which has been signed by the parties hereto and is intended to be part of this Agreement and to be enforced as a part hereof.

ground rent, metered water charges, rent, all taxes, whether general or special and assessments against the premises, levied on an annual basis such as Metropolitan District Fees, sewer service charges, front foot assessments and sanitary commission fees. Charges, assessments or encumbrances for sewer service, water service, drainage, paving or other public improvements, whether or not considered liens against the property, completed or commenced on or prior to the date of this contract (or subsequent to the execution of it) are also to be apportioned as of final settlement and thereafter are to be assumed and paid by the Buyer whether such assessments have been levied or not as of date of settlement. Homeowner association fees and/or other private community fees will also be apportioned as of date of settlement.

5. BUYER AGREES TO PAY ALL NORMAL AND REASONABLE FEES and costs necessitated in the acquisition of title to the property such as, including but not necessarily limited to the mortgage application fees, document preparation fees, notary, title insurance premiums or title search fees, costs for judgment reports. BUYER HAS BEEN ADVISED OF THE RIGHT TO SELECT THE TITLE INSURANCE COMPANY/SETTLEMENT COMPANY/ESCROW COMPANY OR TITLE ATTORNEY CONDUCTING FINAL CLOSING. In conjunction with the negotiation of the sale, Buyer authorizes broker to disclose financial information provided by Buyer to Seller or Seller's agent.

6. Contingent upon Buyer performing all the terms of the contract, SELLER WILL EXECUTE A DEED FOR THE PROPERTY CONVEYING TITLE TO BUYER. Deed will contain covenants of special warranty and further assurances and will convey a clear and merchantable title, free of liens and encumbrances. The existence of any of the following circumstances will not be considered to be a lien or encumbrance against the title; any special situation specifically provided for in this agreement; easements for public utilities now recorded among the land records which apply to properties in the neighborhood or subdivision; easements for public utilities now recorded among the land records; water and sewer assessments; easements which may be observed by an inspection of the property.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE, made this 10th day of October, 1985 between J. D. B. CORPORATION (hereinafter referred to as "Seller") and Klopman Development Corporation (hereinafter referred to as "Buyer").

WITNESSETH:

1. The Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described fee simple property, situated and lying in the Third Election District, Baltimore County, State of Maryland, being an unimproved lot of ground of 0.49 Acres, more or less, and known as LOT 35 BRIDLESHIRE, ALSO KNOWN AS RUXTON HILL, a subdivision recorded in Baltimore County, Maryland, under Liber 52, Folio 16, Liber 52, Folio 58, Liber 52, Folio 57. This contract is subject to certain Restrictive Covenants recorded in Baltimore County, Maryland under Liber 6745, Folio 493, a copy of which is attached hereto as Exhibit 1, which is recorded in Baltimore County, Maryland and which will become a part hereof and merged into the deed conveying title to the Buyer. The subject lot is outlined in RED on the preliminary plat of RUXTON HILL attached hereto as Exhibit 2.

2. The Purchase Price shall be Ninety-Five Thousand DOLLARS (\$ 95,000.00), of which Seven Thousand Dollars (\$7,000.00) has been paid at the signing hereof, the receipt of which is hereby acknowledged. The balance to be paid in cash at the time of settlement. The date of settlement shall be on or before February 1, 1986.

3. Cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be paid by Buyer. Possession of the premises shall be given to Buyer as of date of settlement.

4. The following ITEMS SHALL BE ADJUSTED AND APPORTIONED as of date of final settlement if applicable unless otherwise agreed to in writing:

* Note: The Seven Thousand Dollar Deposit has been paid by way of a \$2,000.00 Check and a \$5,000.00 Noted Dated 10/7/85 and due on February 1, 1986.

11. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT between Buyer and Seller as presently exists. They will not be bound by any terms, conditions or representation not now in writing and properly executed. Should it be necessary to change, eliminate or add a provision to this agreement and/or when it is necessary for Buyer and Seller to exercise an option or right to make an election, then such event will be accomplished only by firm written agreement.

12. TIME IS OF THE ESSENCE IN THIS AGREEMENT: that is, Buyer or Seller are obligated to meet their responsibilities punctually; at time or within period specified or risk declaration that the contract has been breached.

BROKER'S COMMISSION AND RESPONSIBILITIES

13. The Seller acknowledges O'CONOR, PIPER & FLYNN REALTORS and the Selling broker: ROCKLAND REALTY, INC. as the real estate brokers negotiation this contract and agrees to pay the listing broker the COMMISSION AGREED TO in the listing contract. The deposits called for in (Para.2) will be held in escrow by the Seller, J.D.B. Corporation. The party conducting final settlement is hereby authorized and directed to pay the brokerage fee to the listing broker at the time of settlement. This authorization is for the convenience of the parties only.

14. Buyer and Seller agree that the REAL ESTATE AGENTS AND BROKERS INVOLVED IN THE NEGOTIATION OF THIS CONTRACT HAVE MADE NO REPRESENTATIONS REGARDING THE PHYSICAL CONDITION OF THE PROPERTY EXCEPT FOR THE information furnished by the Seller and are not responsible for any undisclosed defects.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

Klopman Development Corporation
By: [Signature] (SEAL) 10/1/85
Buyer's Signature

J.D.B. Corporation
By: [Signature] (SEAL) 10/10/85
Seller's Signature

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No numbered lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any such lot other than one (1) detached, single family residence dwelling and such outbuildings constructed in connection with such residence as are usually accessory to a single family residence dwelling including a private garage.

5. ENVIRONMENTAL CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Environmental Control Committee shall be composed of three (3) persons and the following persons are designated as initial members:

1. Douglas V. Croker, III - Member #1 (Chairman)
2. David Wright - Member #2
3. Bernard F. McCrory - Member #3

Unless the initial members of the Environmental Control Committee have resigned, their respective terms of office shall be for the term of two (2) years, expiring December 31, 1986.

Upon the expiration of the aforesaid terms of office the Owners of the lots within the Community by two-thirds (2/3) vote shall appoint the new members of the Environmental Control Committee and such member shall serve a three (3) year term of office. The affirmative vote of the majority of the members of the Environmental Control Committee shall require in order to adopt or promulgate any rule or regulation or to make any finding, determination or ruling or order to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this article.

Any member of the Environmental Control Committee may at any time resign from the Environmental Control Committee upon written notice to the other members of the Committee. Vacancies on the Environmental Control Committee, however caused, shall be filled by the Declarant or if at such time as the Ruxton Hill Association, Inc. is formed by the vote of two-thirds (2/3) of the members of the Community within thirty (30) days of the creation of the vacancy.

DECLARATION OF RESTRICTIONS

RUXTON HILL

THIS DECLARATION, made this 13 day of June, in the year nineteen hundred and eighty four (1984), by JDB CORPORATION, herein referred to as "Declarant", WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat (herein called the "plat") entitled "Ruxton Hill", which plat is recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, and is made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described in the plat comprises the total of the Ruxton Hill subdivision (herein called "Subdivision"; Declarations of Restrictions imposing restriction upon the Subdivision having been recorded among the Land Records of Baltimore County, Maryland; and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the total subdivision; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Subdivision and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said subdivided numbered lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

A. These Restrictions shall apply to subdivided numbered lots only.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2010, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time before January 1, 1993, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

B. Declarant reserves to itself, its successors and assigns, the right to revoke at any time prior to the sale of any lot within the Subdivision all or any of these Restrictions and further to vacate any or all of the streets shown on the recorded plats, provided, however, that Declarant will not prevent access to or installation of utilities to lots in the Subdivision.

Control Committee specifically asking for written permission from the Committee to allow Buyer to remove any tree from the Property which Buyer determines would not be compatible to the construction and placement of Buyers proposed Dwelling Unit. In the event the Environmental Control Committee does not approve said request within thirty (30) days from the effective date of this Agreement, then this Agreement shall be declared null and void and all monies on deposit shall be immediately returned to Buyer.

The above is to be considered part of the contract of sale and of equal force and effect as all other terms and conditions which otherwise remain the same.

Klopman Development Corporation

By: [Signature] (SEAL) 10/8/85 Date

J.D.B. Corporation

By: [Signature] (SEAL) 10/10/85 Date



ADDENDUM TO CONTRACT OF SALE

Date October 10, 1985

Addendum Number 1 to Contract of Sale dated October 10, 1985

Buyer(s) Klopman Development Corporation

Seller(s) J.D.B. Corporation

Property Lot 35, Bridleshire, Also Known As Ruxton Hill

ADDENDUM REGARDING Lot 35, Sale Contingencies-- Documentation, Plans Approval,

Building Permit, Signs, Billboard & Advertising, Tree Removal.

In consideration of their mutual desires to consummate the aforementioned Contract of Sale, the undersigned parties hereby agree as follows:

DOCUMENTATION CONTINGENCY

Within ten (10) days from the effective date of this Agreement, Seller shall provide Buyer, at Seller's expense, copies of the following documentation: (a) Copy of Declaration of Restrictive Covenants concerning construction and use and occupancy agreements, (b) Copy of Recorded Plat, (c) Master Plot Plan and Survey, (d) Copy of any right-of-way or easement agreement, (e) Evidence of Public Water and Sewer to the Property. If Buyer, in its sole opinion, is dissatisfied with the results of Buyer's inspection of said documentation, Buyer shall so notify Seller within fifteen (15) days from Buyer's receipt of said documentation from Seller, whereupon this Agreement shall become null and void and of no further effect and all monies paid hereunder shall be returned promptly by Seller to Buyer.

PLANS APPROVAL CONTINGENCY

Within ten (10) days from the effective date of this Agreement, Buyer shall submit to Seller plans for the dwelling for which Buyer intends to construct on the Property. Seller agrees to submit said plans, on behalf of the Buyer, to the Environmental Control Committee as specified in the Declaration of Restrictions--Ruxton Hill. In the event the Environmental Control Committee does not approve said plans within forty (40) days from the effective date of this Agreement, then this Agreement shall be declared null and void and all monies on deposit shall be immediately returned to Buyer.

BUILDING PERMIT CONTINGENCY

Buyer expressly agrees to apply for a Building Permit within forty (40) days from the effective date of this Agreement, to provide all necessary papers and information required to complete processing of such application, and to otherwise diligently and in good faith take all necessary steps to secure said Building Permit from the appropriate agency of Baltimore County, State of Maryland. In the event Buyer is unable to obtain a Building Permit within 100 days from the effective date of this Agreement, through no lack of diligence or good faith on the Buyer's part, this Agreement shall be declared null and void and all monies on deposit shall be immediately returned to Buyer.

SIGNS, BILLBOARD & ADVERTISING CONTINGENCY

Within ten (10) days from the effective date of this Agreement, Seller shall submit, on behalf of Buyer, a request to the Environmental Control Committee specifically asking for written permission from the Committee for the placement of "For Sale," "Constructed By," and other signs, billboards or advertising structures, on the Property. In the event the Environmental Control Committee does not approve the placement of said signs on the Property within thirty (30) days from the effective date of this Agreement, then this Agreement shall be declared null and void and all monies on deposit shall be immediately returned to Buyer.

TREE REMOVAL CONTINGENCY

Within ten (10) days from the effective date of this Agreement, Seller shall submit, on behalf of Buyer, a request to the Environmental

(OVER)

maintenance work performed hereunder.

14. REMEDIES

A. The Association or any party to whose benefit these Restrictions inure, including the Declarant, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions; provided, however, that it is expressly understood that neither Declarant nor the Association shall be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth in 17-A above in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

15. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and of the Association and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, the Association, and to with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot.

16. SEVERABILITY

A. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

17. CAPTIONS

A. The numbered captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF,

Declarant has caused this Declaration to be signed for it and in its behalf by J.D.B. Corporation, with its corporate seal affixed, attested by its Secretary, on the day and year first herein written.

ATTEST:

JDB CORPORATION,
a Maryland Corporation

(BCZR). See Salisbury Bd. of Zoning Appeals v. Bonds 240 Md. 547. The hardship created here was entirely self-created. See Salisbury, supra. In two recent decisions from the Board of Appeals of Baltimore County, In Re: Harvey A. Kirk, Case No. 86-238-A, and In Re: Harry Shuman, Case No. 86-451-ASPH, the requested variances were denied essentially for the same reasons. In Kirk, supra, the Board cited Carney v. City of Balto., 93 A.2d 74 (1952): "...the need to justify an exception must be substantial and urgent and not merely for the convenience of the applicant, inasmuch as the aim of the ordinance is to prevent exceptions as far as possible..." The Board then stated that "[u]nder this reasoning, this Board must preserve the integrity of the setback ordinance and will therefore order that the petition for variance be denied."

An area variance may be granted where strict application of the zoning regulation would cause practical difficulty to the petitioner and his property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the petitioner must meet the following:

1. whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;
2. whether the grant would do substantial injustice to applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief; and
3. whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

It is clear from the testimony that if the variance were granted, such use as proposed would be contrary to the spirit of the BCZR and would result in substantial detriment to the public good.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13 day of June, 1984, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared Bernard F. McCrory, the Vice President of JDB Corporation, and he made oath in due form of law that the matters and facts set forth above are true and correct and that he signed same in his capacity as Vice President of JDB Corporation.

AS WITNESS my hand and notarial seal.



Linda Scott
NOTARY PUBLIC

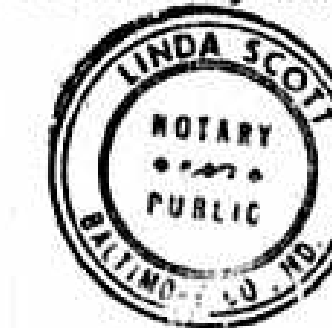
James L. Potter, Jr.
Secretary

Bernard F. McCrory
Vice President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13 day of June, 1984, before me, the subscriber, a notary public of the State and County aforesaid, personally appeared James L. Potter, Jr., Secretary of JDB Corporation, and he made oath in due form of law that the matters and facts set forth in the foregoing Declaration of Restrictions are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.



Linda Scott
NOTARY PUBLIC

ORDER RECEIVED FOR FILING

Date March 4, 1987
By Linda Scott



Lot 383

Lot 39
#8

6

U.S. G. M.
AREA

Lot 35
Ex. Zoning DA1

100 YEAR FLOOD PLAIN AREA &
DRAINAGE & UTILITY EASEMENT

Lot 36

1

248
87-345-A
1 Sign

OFFICE COF

[illegible]

**SPELLMAN, LARSON
&
ASSOCIATES, INC.**
CIVIL ENGINEERS AND LAND SURVEYORS
SUITE 107, JEFFERSON BLDG., TOWSON, MD., 21204
PHONE: 823-3535

PLAT TO ACCOMPANY
ZONING PETITION
#3 ROLAND COURT

BRIDLESHIRE
Plot 3
Section 2

9th Election District : Baltimore Co., MD.

SCALE: 1" = 20' DATE: 12-5-86 DWT. 1 OF 1

86002