USE PERMIT

this 31 st day of January, 1989, that 12310 Jarusalam Rd. (street address)



County Executive
Dennis F. Rasmussen
and the
Baltimore County Council

BED AND BREAKFAST HOME (3 ROOMS)

bort frience

B & B No. 2

Permit Number

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

J/Robert Haines Zoning Commissioner



This Column For

COUNTY USE ONLY!	٤
If checked, is it correct? yes no 1	
7. Is the floor plan ok? yes no 8. Do these meet requirements of Sec. 402D.1? yes no	
9. Does this meet requirements of Sec 409? yes no	-
requested yes no 11. Is site plan ok? yes no	
12.Grandfathered yes no Date Submitted	

Reviewed By:

DEED 7359/262 **Bed & Breakfast** USE PERMIT APPLICATION

This Use Permit is requested in accordance with Sections 402D, and 500.4 of the Baltimore County Zoning Regulations. The property in question is situated in the 11th Election District of Baltimore County, and is more specifically located at 12310 Jerusalem Road, Kingsville,

and is more specifically located at 12510 between address
on the north side of the street, 500 ± feet east of
Buck Hill Road ; is
(nearest intersecting street)
(check at least one; and all that are applicable)
1. on a Class I Commercial Motorway; or
2. X on a Class II Commercial Motorway; or
3. a certified historic site, or
(ID #)
4 in a certified historic district, or
(name)
5. ? eligible to be a certified historic site or district
(attach supporting letter from Secretary to the Baltimor
County Landmarks Commission), or
6. X outside of the Urban-Rural Demarcation Line (URDL).
The zoning classification of the parcel is RC 5
The use for which this permit is requested is as a
X bed & breakfast home or
bed & breakfast inn
7. with a total of 3 rooms for rent (as more specifically detaile
on the attached scaled interior floor plan). [Note: Rooms marked i
red are NOT open to the public.]
[5.87 Ac.]
8. The total area of the parcel is 255,345 square feet, with a front l
width of 334 feet and sideyard setbacks of 99 feet and 181 feet.
Idec.
9. The total number of off-street parking spaces provided is 7
[Note: 4 for family use, 3 for business guests at B&B.]
10 A service begains is required of the Coming Commissioner to all
10. A special hearing is requested of the Zoning Commissioner to allowed reduction in the parking requirements in order the preserve the
following existing amenities N/A
tollowing extering amenities N/A
1
11. Said use is more specifically detailed on the attached scaled si
plan. See attached.
12 mbis was to suist any start of the delication of the same of th
12. This use was in existence prior to September 15, 1988 as the reservation book/log presented indicates, No.
reservation book/log presented indicates, No.
Requested By:
Otho B. Zimmer, Jr., Legal Owner
OTHO B. ZIMMER, JR., et al. Kille Unn Pinner
(Please Print) Billie An Zimmer, Logal Owner
Address 12310 Jerusalem Road Man Man Man Jerusalem Road Man
P. O. Box 99 David Lee Maddox, Legal Owner
Kingsville, MD. 21087
Suzhone Zimmer Maddox Legal Owner
H. (301) 592-6818



Gaylord Brooks Architectural Committee, Inc.

P.O. Box 193, Paper Mill Road, Phoenix, Maryland 21131 (301) 667-0800

January 18, 1989

Mr. Otho B. Zimmer 12310 Jerusalem Road Kingsville, Maryland 21087

Re: Glenbauer, Lot 39

Dear O.B.,

Enclosed please find a copy of the revised Declaration of Covenants and Restrictions for Glenbauer. Article V, Section 1. Se Breakfast facility in the existing house on the above referenced lot.

This letter will hereby serve as the required authorization by Gaylord Brooks Architectural Committee, Inc. (GBAC) of such usage of the property. This approval is specifically for a Bed and Breakfast Home as defined in current Baltimore County Zoning Regulations. Furthermore, this approval is for the sole benefit of you and your family and is void upon transfer of the lot to any other party.

I trust this adequately addresses your concerns in this regard. Good luck with the Bed and Breakfast.

Sincerely,

Stephen R. Smith Vice President

DECLARATION OF COVENANTS AND RESTRICTIONS

GLENBAUER

TH	IIS I	DECLAR	NOITAS	OF	COVENANTS	AND	RESTRI	CTIONS	made	this
		of				19	, by	Gayl	ord Bi	rooks
		pany,	a bo	ody	corporate	of t	the St	ate of	Mary!	land,
hereina	fter	calle	ed the	"Dec	clarant".					

RECITALS

- (A) The Declarant is the owner, in fee simple, of the tract of land lying in the Eleventh Election District of Baltimore County, Maryland, containing approximately One Hundred and Twenty-Three (123) acres of land, as shown on the Plats entitled "GLENBAUER, Section One" and "GLENBAUER, Section Two" (hereinafter referred to as the "Plats"), which Plats are recorded among the Land Records of Baltimore County in Liber ______, Folio ______, and Liber ______, Folio ______ and as hereafter referred to as GLENBAUER, Sections One and Two.
- (B) The Declarant, for the purposes of creating and maintaining a general scheme of development and for the protection of the economic interest of the Declarant, desires that the aforesaid Lots be subject to the covenants, conditions and restrictions hereinafter set forth, for the benefit of the Declarant, and the future owners of all Lots in the Development.
- (C) The purpose of the Covenants and Restrictions is to enhance the quality of the Subdivision, as hereafter defined, and to support maximum property value for the Declarant and future Property owners. To further these purposes, the Declarant and each Lot Owner, as hereafter defined, has the individual right, but not any obligation to enforce these Covenants and Restrictions against any violation by means as provided herein or by appropriate legal proceedings. The Declarant has no legal obligation to enforce these Covenants and Restrictions but may selectively act to further its own best interests. Any Lot Owner has the right to retain legal counsel to enforce any of the Covenants and Restrictions.
- NOW, THEREFORE, the Declarant for itself, its successors and assigns, hereby declares that all the aforesaid tract of land known as Glenbauer shall be subject to the covenants, restrictions, conditions and reservations hereinafter set forth.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- (a) "The Property" shall mean and refer to all the real property shown on the Record Plats referred to above.
- (b) "Lot" shall mean and refer to those properties shown and designated on the the aforesaid Plats.
- (c) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.
- (d) "Developer" or "Declarant" shall mean and refer to Gaylord Brooks Realty Company and its successors and assigns.
- (e) "Lot Owner" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a Lessee under a 99 year lease creating a ground rent of such Lot), and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the Mortgagor's or Grantor's equity of redemption in said Lot.
- (f) "Subdivision" shall mean the final Subdivision of Glenbauer as recorded among the Plat Records of Baltimore County; or as amended in accordance with this Declaration.
- (g) "Plans and Specifications" shall mean engineering site plans, landscape plans, and architectural working drawings and any other supporting documents which may be required by the Developer.

ARTICLE II - PROPERTY SUBJECT TO DECLARATION AND MUTUALITY OF BENEFIT

- SECTION 1. Property. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Baltimore County, State of Maryland, and is more particularly designated on the Plats.
- SECTION 2. <u>Benefit</u>. 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.

ARTICLE III - UTILITIES

SECTION 1. Utility Easements. Easements along all property lines extending from the property line into each Lot for a width of five feet (5') are hereby reserved by the Declarant for the utilities and maintenance of and drainage installation facilities. All additional easements reserved for those purposes are as shown on the Plats. In addition thereto, the Baltimore Gas and Electric Company, C & P Telephone Company and any cable television company operating in Baltimore County shall have the right to place upon the Lots, at such locations as may be deemed necessary by them, electrical transformers, transformer pads, telephone pedestals, and television cable. The aforesaid companies shall also have the right to use the Roadway System for purposes of maintaining their respective distribution systems. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. The Declarant reserves the right to place fencing within said easements as is desireable in its discretion, provided however, that such fencing shall not interfere with said easements.

ARTICLE IV - ARCHITECTURAL REVIEW

SECTION 1. Purpose. No building, fence, wall, hedge or other structure shall be constructed on any Lot until the Plans and Specifications, including color scheme and a grading plan showing the location of the structure, have been approved in writing by Gaylord Brooks Architectural Committee, Inc. ("GBAC") or its assignee. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by GBAC or its assignee. Before commencement of construction, the owners of Lots shall present their Plans and Specifications to GBAC together with a non-refundable fee of One Hundred Dollars (\$100.00) covering the cost of reviewing the Plans and Specifications. Plans and Specifications must be acted on by GBAC within thirty (30) days after submission. If GBAC fails to act on said Plans and Specifications within said thirty (30) day

period after submission, the Plans and Specifications shall automatically be approved. GBAC shall have the right to refuse approve any such Plans and Specifications, or grading and location plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications, or grading or location plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadway as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of Lots in Glenbauer to obtain or to comply with the required prior written approval of plans, specifications, and grading studies as established in this paragraph, said purchasers hereby agree to reimburse GBAC or its assigns for all costs and expenses to which it may be put as a result of said failure, including but not limited to court costs and attorney's fees, and to bear all expenses necessary to conform any improvements to approved status including costs of demolition and reconstruction, if necessary. Any approved Dwelling constructed on said Lots shall be completed in every exterior detail within twelve (12) months from date of beginning such construction. Material samples, if not retrieved by the Lot Owner, will be disposed of ten (10) days following approval.

SECTION 2. <u>Liability</u>. Neither GBAC, nor any architect or agent thereof shall be responsible in any way for any defects in any Plans and Specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications.

ARTICLE V - USE AND BUILDING RESTRICTIONS

SECTION 1. Land Use.

(a) Lots as shown on the Plat shall be used for private residential purposes only and no Dwelling shall be erected, altered, or placed or permitted to remain on any Lot other than one detached Dwelling, said Dwelling designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a Lot Owner or members of the owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right of way for use by other Lots within the Subdivision or adjoining property. Residential use shall not bar a home office use of the Property provided the Owner of said Lot complies with the applicable zoning regulations of Baltimore County. Private residential use shall not prohibit acquisition

of the Property for investment purposes or for acquisition by a contiguous Property owner who does not intend to erect a residential dwelling in the immediate future. Any tenant under a lease of any of the Property for a period of less than ninety nine (99) years, although not a Lot Owner, shall be bound by all of the use and building restrictions contained herein.

(b) Nothing herein contained shall be construed as prohibiting the use of the existing house on Lot 39 as a Bed and Breakfast facility in accordance with current Baltimore County Zoning Regulations. Such usage is subject to written approval by GBAC.

SECTION 2. Building Restrictions.

- (a) No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any of the Lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except that a temporary structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permissible permanent improvements; and provided, further, that such structure be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first.
- (b) Attached two car garages are required unless specifically waived in writing by GBAC.
- (c) No recreational vehicles, such as, but not limited to, boats, campers, motor homes, and tent vehicles, may be parked or kept on any Lot without first obtaining the written approval of GBAC herein, which approval shall be revocable by GBAC. No motorized bikes or similar type recreational vehicles may be operated on any Lot.
- (d) No live poultry, hogs or other similar livestock shall be kept on any Lot. A maximum of two (2) dogs and two (2) cats is permitted, provided that they are properly housed and cared for and are restricted to the owner's Property. A maximum of four (4) horses or ponies are permitted on Lots 1, 39 and 54 provided that they are properly housed and fenced, and such housing is approved in accordance with Article VII and in accordance with applicable regulations at Baltimore County. Declarant reserves the right to withdraw such permission if, in its sole discretion, the keeping of such animals creates an unreasonable annoyance or nuisance to neighboring property. Withdrawal of permission shall be in writing and allow the Lot Owner thirty (30) days to remove said nuisance.

(e) Owners of Lots shall be responsible for providing driveway access to their homes from the paved portion of the public road or common driveway abutting the owner's Lot as designated on the Plats. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, concrete or other similar material. Paving shall be completed one (1) year from the date of commencement of construction of the Dwelling on said Lot.

NO BERM SHALL BE ALLOWED ALONG THE DIVISION LINE BETWEEN THE PUBLIC ROAD AND LOT WHICH WILL IN ANYWAY INHIBIT THE WATER COURSE INTENDED IN THE APPROVED ROAD DESIGN.

NOTE: COMMON DRIVEWAYS CONSTRUCTED BY DEVELOPER ARE NOT TO BE ALTERED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DECLARANT HEREIN.

- (f) All Lots in Glenbauer shall be kept free from rubbish and trash of any kind, clean and with lawns, including the area between the lot line and the paved portion of the road, neatly mowed a minimum of three (3) times per growing season, so that grass and weeds do not exceed eight (8) inches in height. In the event the owners of any Lot(s) do not so maintain their Lot(s), the Declarant or its employees shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot or parcel so benefitted shall pay reasonable charges for such services as is determined by the Declarant or its designee.
- (g) No future facilities, including poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside antennae towers or television discs of any kind shall be erected without the prior written approval of GBAC or its duly authorized representative(s).
- (h) No more than seven thousand (7,000) square feet of wooded area on any Lot or parcel may be cleared without the express authorization of the Declarant.
- (i) No sign or other advertising device of any nature shall be placed on any Lot advertising the said Lot or the improvements thereon as being for sale unless approved in writing by the Declarant. This restriction shall terminate on April 30, 1991.
- (j) No change in ground level may be made on any Lot in excess of one foot in height over existing grades without the written approval of the Declarant obtained prior to the commencement of work.
- (k) No vehicle shall be parked on any street in the Subdivision. No truck of any type shall be parked for storage

overnight or longer on any Lot in the Subdivision in such a manner as to be visible to the occupants of other Lots in the Subdivision or the users of any street within the Subdivision, unless the prior written approval of the Declarant has been obtained, which approval may be revoked by the Declarant at any time.

- (1) Any Dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on the Lot for more than sixty (60) days.
- (m) No fuel tanks of any kind, excepting tanks for heating oil, shall be buried on any Lot.
- (n) A construction entrance twelve feet by fifty feet (12' x 50') must be built on each Lot by the Lot Owner prior to construction and shall consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment runoff and damage to the road system adjacent to the construction site.

DAMAGE TO THE ROAD SYSTEM RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

- SECTION 3. Environmental Control. The Declarant has entered into an agreement with the Baltimore County Department of Environmental Protection and Resource Management to adhere to the following "Water Quality Best Management Practices" and, by the acceptance of a Deed conveying any Lot, the Owner thereof covenants to adhere to the same:
- (a) All areas except that used for buildings, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.
- (b) Dirt and debris accumulating on private roads will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, as required.
- (c) Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.
- (d) Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of

Maryland Cooperative Extension Service.

(e) Filling will not occur in grassed or lined drainage ditches or swales.

ARTICLE VI - GENERAL

- SECTION 1. Provisions to Run With The Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plats, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occuring prior or subsequent thereto.
- SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2014. From and after December 31, 2014, the easements created by Articles III, IV and V hereof shall continue in full force and effect in perpetuity. After December 31, 2014, the remaining provisions in this Declaration (with the exception of Articles III, IV and V) may be amended and/or terminated in their entirety by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland or in such other place of recording as may be appropriate at the time of the execution of such instrument.
- SECTION 3. <u>Invalidation</u>. Invalidation of any of these covenants, agreements, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- SECTION 4. <u>Limitation</u>. These restrictions shall apply to the Lots as shown on the aforesaid Plats entitled GLENBAUER, Sections One and Two, and shall not be binding on any other property of the Declarant, its successors and assigns.
- SECTION 5. <u>Subdivision</u>. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback lines, to alter any easements, and to otherwise revise the aforesaid

Subdivision Plats and/or Development Plan of Glenbauer in any respect subject to applicable Baltimore County regulations and requirements. And in connection therewith, the Declarant further reserves the right to modify the Subdivision Plats and/or Development Plan as filed with Baltimore County, Maryland, as to any Lots to be resubdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such waivers or consents as may be required by Baltimore County, consenting to the alteration of the Subdivision Plats and/or Development Plan.

ARTICLE VII - DEVELOPER

SECTION 1. Reservation of Rights. The Developer reserves an easement to exercise its right at any time prior to or subsequent to conveyance of individual Lots in Glenbauer to enter upon any of the Property, to complete, in its sole discretion, development of the Property; such development including but not limited to tree cutting, and grading and filling in order to install roads, storm drains and utilities. This reservation of an easement specifically includes the right to install a sign of Developer's choice at the entrances to Glenbauer at such locations (within ten (10) feet of the property lines), as the Developer in its sole discretion may deem appropriate.

SECTION 2. Waiver of Restrictions and Covenants. The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this Property as the Declarant deems necessary or in the best interest of the development as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

SECTION 3. Special Limited Power of Attorney.

AS STATED IN ARTICLE VI, SECTION 5, DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH WAIVERS OR CONSENTS AS MAY BE REQUIRED BY BALTIMORE COUNTY, CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLAT AND/OR DEVELOPMENT PLAN.

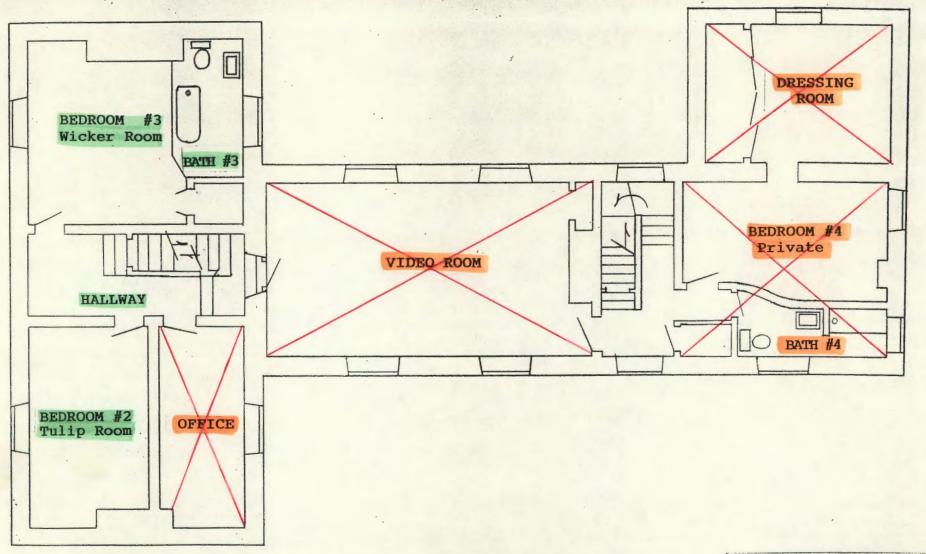
AS WITNESS the hand and seal of Richard A. Moore, President, Gaylord Brooks Realty Company.
WITNESS: GAYLORD BROOKS REALTY COMPANY
BYRichard A. Moore, President
Richard A. Moore, President
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:
I HEREBY CERTIFY, that on this day of, 19, before me, the subscriber, a Notary Public of the State of Maryland, County of Baltimore, personally appeared Richard A. Moore, President, Gaylord Brooks Realty Company, and he acknowledged the foregoing Declaration of Restrictions to be the act and deed of Gaylord Brooks Realty Company.
AS WITNESS my hand and Notarial Seal.
NOTARY PUBLIC
My Commission Expires:
The Mortgagee or Trustee under a Deed of Trust of the Property joins in the execution of this Declaration for the purpose of evidencing its consent thereto.
By: Baltimore County Savings Bank
Baltimore County Savings Bank

Tracking System Baltimore County Zoning Commissioner Office of Planning & Zoning	cil District Ion District	
Date Day Month Year Number TYPE Identification Number	Council	Zip Code
230189 17B+-B#2	5 1 1	21087
Petitioner: (Last) ZIWMEA (First) O	THO	(Middle Initial)
Property Address: 12310 Jeaus Bien RD., 1	Kwasu	uc, 10.

-W-

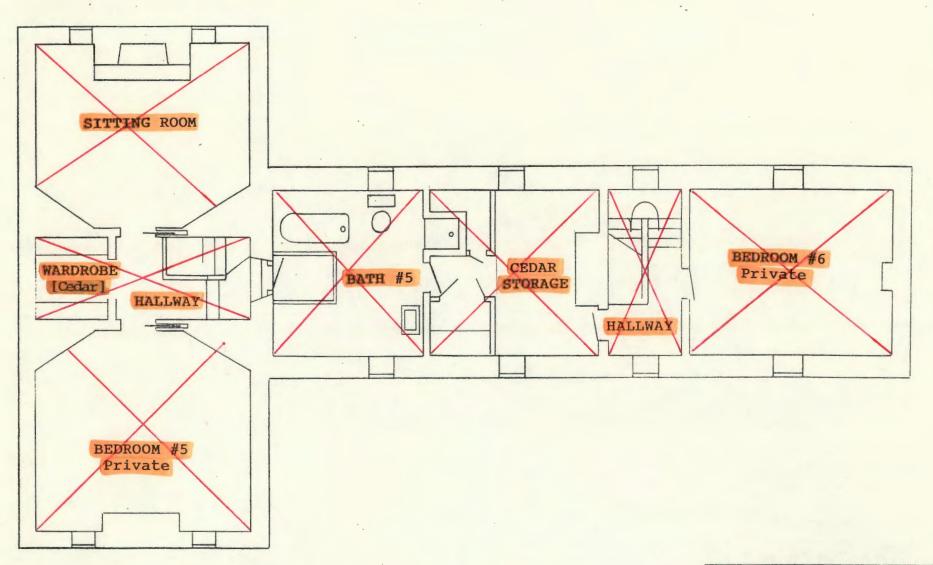
BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE REVENUE DIVISION MISCELLANEOUS CASH RECEIPT	No.
DATE 1-23.89. ACCOUNT	
	700
RECEIVED O.B. ZIMMER	XC'
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B (BM)44*****	2000:a 523%F

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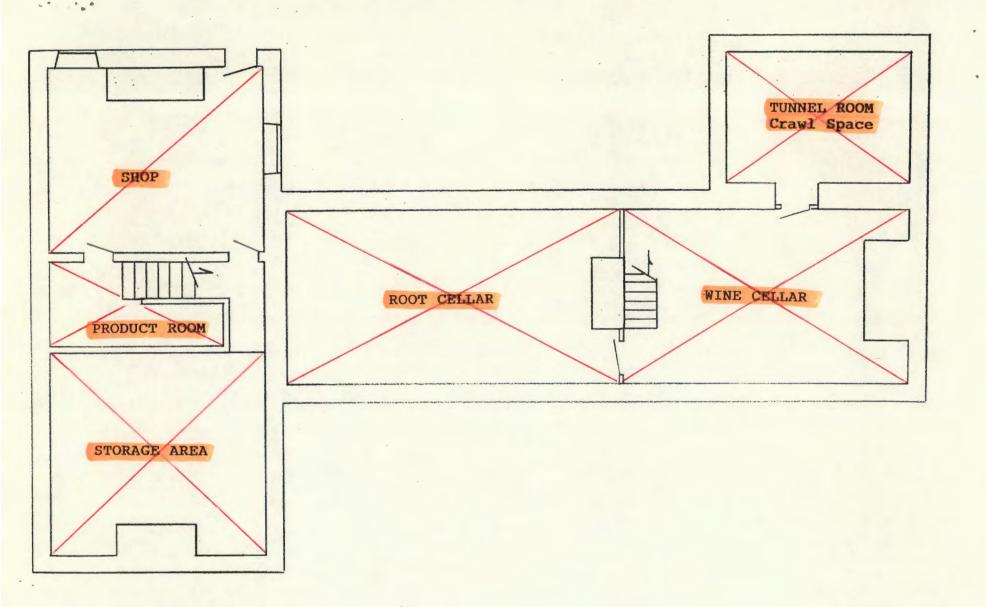
BRIARMEADE LTD.

2ND FLOOR



SCALE BRIARMEADE LTD.

3RD FLOOR



BRIARMEADE LTD.
BASEMENT

