

IN THE MATTER OF  
THE APPLICATION OF  
DEBORAH LYNN GILL-BOYD  
FOR A SPECIAL EXCEPTION AND  
VARIANCE ON PROPERTY LOCATED  
ON THE E/S ROMANOFF COURT,  
197' NE OF C/L PLANTAGENET  
CIRCLE (15 ROMANOFF COURT)  
11TH ELECTION DISTRICT  
6TH COUNCILMANIC DISTRICT

\* \* \* \*

\* BEFORE  
\* COUNTY BOARD OF APPEALS  
\* OF  
\* BALTIMORE COUNTY  
\* CASE NO. 97-586-XA  
\* \* \* \*

ORDER OF DISMISSAL

This case comes before this Board on appeal from a decision of the Deputy Zoning Commissioner dated September 2, 1997 in which the subject petitions were denied.

WHEREAS, the Board is in receipt of an executed Settlement Agreement between Deborah Lynn Gill-Boyd, Appellant /Petitioner, by her attorney, J. Neil Lanzi, Esquire, and the Seven Courts Community Association, Inc., by its attorney, Susan Wilkens, Esquire, filed May 11, 1998 (a copy of which is attached hereto and made a part hereof); and

WHEREAS, pursuant to paragraph #1 of said Agreement, Petitioner /Appellant has agreed to dismiss her appeal with prejudice pursuant to the terms of said Agreement; and

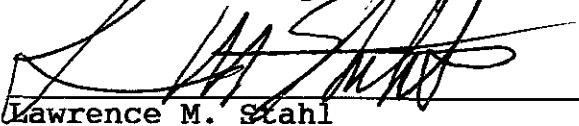
WHEREAS, all parties acknowledge that paragraph #2 of said Agreement is an acknowledgement of their understanding as to what Baltimore County is going to do; and further that this Board is not ordering Baltimore County to do this;

IT IS HEREBY ORDERED this 15th day of May, 1998 by the County Board of Appeals of Baltimore County that said appeal be and the same is hereby DISMISSED with prejudice.

COUNTY BOARD OF APPEALS  
OF BALTIMORE COUNTY

  
\_\_\_\_\_  
Kristine K. Howanski, Chairman

  
\_\_\_\_\_  
Donna M. Felling

  
\_\_\_\_\_  
Lawrence M. Stahl



County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49  
400 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204  
410-887-3180

May 15, 1998

J. Neil Lanzi, Esquire  
300 Allegheny Avenue  
Towson, MD 21204

Susan M. Wilkens, Esquire  
105 W. Chesapeake Avenue  
Towson, MD 21204

RE: Case No. 97-586-XA  
Deborah Lynn Gill-Boyd -Petitioner

Dear Counsel:

Enclosed please find a copy of the Order of Dismissal issued this date by the County Board of Appeals of Baltimore County in Case No. 97-586-XA pursuant to the Settlement Agreement reached between the parties to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Kathleen C. Bianco".

Kathleen C. Bianco  
Administrator

Enclosure

cc: Deborah Lynn Gill-Boyd  
Roberta Marques  
Cecilia Zolkowski  
Kathryn Turocchi  
People's Counsel for Baltimore County  
Pat Keller, Planning Director  
Lawrence E. Schmidt /Zoning Commissioner  
Arnold Jablon, Director /PDM  
Virginia W. Barnhart, County Attorney

IN THE MATTER OF

DEBORAH LYNN GILL-BOYD  
15 Romanoff Court  
Baltimore, MD 2134

Petitioner

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\* COUNTY BOARD OF APPEALS

\* FOR BALTIMORE COUNTY

\*

\* Case No. 97-586-XA

98 MAY 11 PM 2:30

RECEIVED  
COUNTY BOARD OF APPEALS

SETTLEMENT AGREEMENT AND ORDER

~~April~~ <sup>MAY</sup> This Settlement Agreement and Order is made this 7 day of ~~April~~, 1998, by and between Deborah Lynn Gill-Boyd (hereinafter "Gill-Boyd"), by her attorney, J. Neil Lanzi, the County Board of Appeals of Baltimore County, (hereinafter the "Board") and Seven Courts Community Association, Inc. (hereinafter the "Community") by its attorney, Susan Wilkens, Esquire.

WHEREAS, Gill-Boyd is the owner of the property known as 15 Romanoff Court, located in Baltimore County (hereinafter referred to as the "Property"); and

WHEREAS, Gill-Boyd presently maintains a family of eight (8) pet dogs on the Property; and

WHEREAS, the Property is presently zoned DR 3.5; and

WHEREAS, Gill-Boyd filed a Petition for Special Exception and Petition for Variance to allow a kennel on the Property, with the kennel use to be located within 0 feet of the Property line in lieu of the required 200 feet; and

WHEREAS, the Deputy Zoning Commissioner for Baltimore County on September 2, 1997 denied the Petition for Special Exception and Variance and Gill-Boyd subsequently noted an appeal to the Board Case No. 97-586-XA for which a hearing is scheduled for Thursday, April 30, 1998 (hereinafter the "Appeal"); and

WHEREAS, Baltimore County Code Violation citations/notices and Baltimore County Animal Control citations/notices (collectively referred to herein as "Baltimore County") have been served upon Gill-Boyd and/or the Property prior to the Appeal hearing although no fines have been levied or other enforcement action taken; and

WHEREAS, the Community is made up of approximately three hundred and sixty (360) residences and through its Board of Directors has authorized its President to bind the Community to this Agreement; and

WHEREAS, all parties to this Agreement have determined that it is in the best interest of the Parties to bring the Property into compliance with the laws and regulations of Baltimore County applying thereto.

~~NOW, THEREFORE,~~ in consideration of mutual promises herein contained, the parties, intending legally to be bound, agree as follows:

1. Gill-Boyd shall dismiss the Appeal with prejudice.
2. All code violation notices and/or citations issued by Baltimore County to Gill-Boyd and/or the Property shall be stayed and no action shall be taken by Baltimore County subject to full compliance with the Agreement by Gill-Boyd.
3. Gill-Boyd shall be permitted to maintain her family of eight (8) dogs on the Property until July 31, 1998. As of August 1, 1998 Gill-Boyd shall have reduced the number of dogs residing on the Property to three (3). Gill-Boyd shall provide evidence of full compliance.
4. Commencing August 2, 1998 Gill-Boyd shall commence reasonable efforts to restore the back yard of the Property. By October 1, 1998, Gill-Boyd shall have made reasonable progress in her efforts to restore the back yard of the Property.
5. Between the date of this Agreement and August 1, 1998, Gill-Boyd agrees to limit the use of her back yard to no more than three (3) dogs at a time when necessary for the dogs to exercise and relieve themselves.
6. As of the date of this Agreement and thereafter, the Community and Gill-Boyd mutually agree to refrain from any harassment or unreasonable disturbance of the other. The Community shall refrain from throwing any objects onto Gill-Boyd's Property and shall refrain from intentionally instigating any disturbances with Gill-Boyd's dogs.
7. The Community shall not place any more complaints with Baltimore County concerning the dogs or the Property, subject to substantial compliance with the Agreement by Gill-Boyd.
8. In the event the Community, by its action or inaction has failed to substantially comply with the provisions of paragraphs 6 and 7 of this Agreement, Gill-Boyd shall be entitled to extensions of ten (10) days each from the August 1, 1998 deadline for each documented breach by the Community. Documentation under this Agreement shall include credible photographs or video tape and/or an Affidavit by a witness other than Gill-Boyd to the breach.
9. No other action shall be taken by Baltimore County against Gill-Boyd and/or the Property subject to full compliance with the Agreement by Gill-Boyd.



IN RE: PETITIONS FOR SPECIAL EXCEPTION \* BEFORE THE  
 AND VARIANCE - E/S Romanoff Court, \*  
 197'NE of c/l Plantagenet Circle \* DEPUTY ZONING COMMISSIONER  
 (15 Romanoff Court)  
 11th Election District \* OF BALTIMORE COUNTY  
 6th Councilmanic District \*  
 \* Case No. 97-586-XA  
 Deborah Lynn Gill-Boyd \*  
 Petitioner \*

\* \* \* \* \*

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner for consideration of Petitions for Special Exception and Variance filed by the owner of the subject property, Deborah Lynn Gill-Boyd. The Petitioner requests a special exception for a private kennel on the subject property for her family of pet dogs. In addition, the Petitioner seeks variance relief from Section 421.1 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit said kennel use to be located within 0 feet of a property line in lieu of the required 200 feet. The subject property, known as 15 Romanoff Court, is located in the vicinity of Seven Courts Drive in Perry Hall and is more particularly described on the site plan submitted which was accepted and marked into evidence as Petitioner's Exhibit 1.

Appearing at the hearing on behalf of the Petitions were Deborah Gill-Boyd, legal owner of the property, Edward and Jeanette Kline, adjoining property owners, William T. Matthews, Registered Property Line Surveyor, who prepared the site plan for this property, and Newton A. Williams, Esquire, attorney for the Petitioner. Appearing as Protestants in the matter were numerous residents from the surrounding community, all of whom signed the Protestants Sign In Sheet. The Protestants were represented by Susan M. Wilkens, Esquire.

CASE RECORDS SECTION  
 DATE 1/2/97  
 BY [Signature]

Testimony and evidence offered revealed that the subject property consists of 0.109 acres, more or less, zoned D.R. 3.5 and is improved with an end-of-group townhouse dwelling. The property is located within the subdivision known as Seven Courts, which consists of 368 townhouse units. The Petitioner has resided on the property since September 1981. Testimony revealed that in June 1995, the Petitioner adopted a male and a female German Shepherd from an animal shelter in Cumberland, Maryland, and that in late December 1995, the female gave birth to a litter of six puppies. Initially, Ms. Gill-Boyd attempted to find good homes for the litter; however, as the dogs grew older, she determined that it would not be appropriate to break up this family. The dogs have since grown to adulthood and there are now eight full-grown German Shepherds living on the subject property, which is approximately 40' x 117' in dimension. Apparently, several of the Petitioner's neighbors and representatives of the Seven Courts Community Association have filed complaints with the Property Manager for this development, concerning the odor and noise generated by the dogs and the appearance of the Petitioner's property. Subsequently, a complaint was registered with the Zoning Enforcement Division of the Department of Permits and Development Management (DPDM). The B.C.Z.R. permits only three adult dogs on the subject property, and as a result, the Petitioner has filed the instant Petitions in order to keep the dogs together as a family for as long as they live.

In support of her request, Ms. Gill-Boyd testified that the dogs are kept in the house during the day and are let outside at specific times to relieve themselves and for exercise. Ms. Gill-Boyd stated that she has been careful not to let her dogs out when other neighborhood dogs are outside to cut down on the noise generated by all of the dogs in her neighbor-

ORDER RECEIVED FOR FILING  
Date \_\_\_\_\_  
By \_\_\_\_\_

hood, including her own. She further testified that if her dogs begin to bark while outside, she immediately brings them inside. Testimony indicated that the yard is routinely cleaned of the animal waste produced by these dogs and that the dogs are regularly groomed. Photographs submitted into evidence as Petitioner's Exhibit 2 show that the rear and side yards of the property are completely enclosed from the front foundation of the dwelling by a cross-board fence with chicken wire on the interior to keep the dogs inside. These photographs also show that the side and rear yards of her property are almost entirely devoid of grass. Ms. Gill-Boyd testified that over the past several months she has found an accumulation of glass and nails which she believes were thrown onto her property by those neighbors who wish to do her dogs harm. As a result, Ms. Gill-Boyd has allowed her property to become barren so that such objects are easier to find. Ms. Gill-Boyd further testified that none of her neighbors has ever complained to her directly, and that all of her neighbors agreed in the beginning that she should keep the dogs together. In fact, her immediately adjoining neighbors have never complained about the dogs and showed their support for the Petitioner's request by appearing at the hearing on this matter. Ms. Gill-Boyd testified that she does not want to break up this family of German Shepherds and merely wishes to keep the dogs together on her property for as long as they shall live.

Testifying in support of the Petitioner's request was Mr. Edward Kline, who has resided on the adjacent property at 13 Romanoff Court since 1989. Mr. Kline would most likely be the most affected neighbor by virtue of these eight German Shepherd dogs living next door. Mr. Kline testified that he has three dogs of his own. He testified that Ms. Gill-Boyd takes great care of her dogs and cleans up after them on a regular basis. He

ORDER RECEIVED FOR FILING  
Date 1/2/92  
By [Signature]



stated that the dogs generate a minimum amount of noise and settle down quickly. Mr. Kline testified that he enjoys sitting on his deck and does not notice any odor coming from the dogs. The fact that Ms. Gill-Boyd's yard is all dirt does not bother Mr. Kline and he believes the grass could easily be restored should the Petitioner wish to grow grass. Mr. Kline supports the Petitioner's request and testified that the dogs do not bother him at all.

Also testifying in support of the Petitioner's request was Mr. Wayne Swindle, Jr., who resides with Ms. Gill-Boyd. Mr. Swindle testified that the dogs are well-cared for and never out of control. He testified that at times he is responsible for their care. He testified that he lets the dogs out and cleans up after them when he is not working and has never found them to be a problem. Mr. Swindle further stated that the dogs make a minimum amount of noise and listen very well. He testified that the dogs do not dig under the fence that surrounds the property and that no one has every complained to him.

As stated previously, many residents from the surrounding community appeared in opposition to the Petitioner's request. Ms. Roberta Marques, a representative of the property management company testified that the covenants and restrictions that pertain to the Seven Courts community do not prevent the Petitioner from maintaining eight adult dogs. Ms. Marques testified that she had received a number of complaints regarding these dogs but told those individuals that the covenants and restrictions for their community did not apply to the number of dogs living on the property.

In addition, Ms. Cecilia Zolkowski appeared and testified in opposition to the Petitioner's request. Ms. Zolkowski lives behind the Petitioner on West Orange Court and the rear yard of her property abuts

ORDER RECEIVED FOR FILING  
Date \_\_\_\_\_  
By \_\_\_\_\_

the Petitioner's rear yard. Ms. Zolkowski testified that she purchased her property in 1996 and at the time, believed the Petitioner would give away the puppies once it was appropriate to do so. When the Zolkowski family moved into their home in May, 1997, they were shocked to see that the Petitioner had kept all the puppies and quickly learned that there were eight full-grown German Shepherds living behind them. Ms. Zolkowski testified that this matter has become an embarrassment to her and her family and that these eight dogs are annoying to them. She indicated that it is impossible for her to entertain on her deck or have parties in her rear yard. She does not dispute that the dogs are well taken care of; however, she is scared that the dogs could pose a threat to her small daughter, and is also concerned, given the fact that she is expecting a new baby in the near future. Ms. Zolkowski testified that she wanted to have an Easter egg hunt in her rear yard this past Spring, but was unable to do so because the odor and smell of urine was too strong. She further testified that the dirt in the Petitioner's rear yard absorbs the urine and when the dogs run and kick up dust in the air, the smell of urine becomes unbearable. She is concerned that the dogs are not properly exercised and allowed to run in open areas. She fears that should she decide to sell her house, she would not be able to find anyone who would be willing to purchase a house adjacent to property where an individual maintains eight adult German Shepherd dogs. Furthermore, she argued that the dogs are noisy and are disturbing to the surrounding community.

Ms. Kathryn Tirocchi, who also resides behind the Petitioner on West Orange Court, testified in opposition to the Petitioner's request. Ms. Tirocchi is an 18-year resident of the Seven Courts community and corroborated the testimony presented by Ms. Zolkowski as to the odor of

ORDER RECEIVED FOR FILING  
Date 4/2/97  
By [Signature]

urine in the air, the dusty nature of the subject property when the dogs are running about, and the unsightly condition of the back yard. She is also embarrassed to entertain in her rear yard, given the appearance of the subject property behind her. Ms. Turocchi also fears that should she decide to sell her property, she would never find a buyer.

Many other individuals who appeared in opposition to the Petitioner's request voiced the same concerns as those who already testified. I instructed those present that it was not necessary for every resident to testify and offer the same evidence that was previously given by the prior witnesses. However, those who appeared in opposition made their position clear that they are opposed to the special exception for a kennel.

After reviewing all of the testimony and evidence presented, I am persuaded to deny the request for special exception. While I believe that the Petitioner's dogs are very well-cared for, I find that keeping these eight German Shepherd adult dogs on a small lot such as the subject site, in a townhouse community, is not appropriate. It was clear from the testimony that these eight dogs have had a detrimental effect on the surrounding community. Given the number of Protestants who appeared at the hearing and the number of individuals who signed the multi-page Petition Against Variance to the request, which was submitted at the hearing as Protestant's Exhibit 2, it is clear that the special exception should and must be denied.

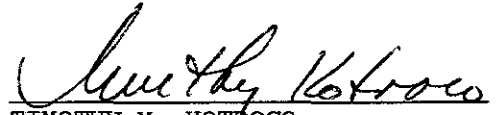
Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, it appears that the requirements of Section 502.1 have not been met and the health, safety, and general welfare of the community shall be adversely affected. Therefore, the relief requested in the special exception should be denied.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 2<sup>nd</sup> day of September, 1997 that the Petition for Special Exception to permit a private kennel on the subject property, in accordance with Petitioner's Exhibit 1, be and is hereby DENIED; and

IT IS FURTHER ORDERED that the Petition for Variance seeking relief from Section 421.1 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit said kennel use to be located with 0 feet of a property line in lieu of the required 200 feet, in accordance with Petitioner's Exhibit 1, be and is hereby DENIED.

IT IS FURTHER ORDERED that the Petitioner shall have forty-five (45) days from the date of this Order to reduce the number of dogs kept on her property to bring the property into compliance with the B.C.Z.R.

IT IS FURTHER ORDERED that the Petitioner shall have thirty (30) days from the date of this Order to file an appeal of this decision.

  
TIMOTHY M. KOTROCO  
Deputy Zoning Commissioner  
for Baltimore County

TMK:bjs

ORDER RECEIVED FOR FILING

Date 9/2/97

By [Signature]



Baltimore County  
Zoning Commissioner  
Office of Planning

Suite 405, County Courts Bldg.  
401 Bosley Avenue  
Towson, Maryland 21204  
410-887-4386

September 2, 1997

Newton A. Williams, Esquire  
Nolan, Plumhoff & Williams  
502 Washington Avenue  
Towson, Maryland 21204

RE: PETITIONS FOR SPECIAL EXCEPTION AND VARIANCE  
E/S Romanoff Court, 197'NE of c/l Plantagenet Circle  
(15 Romanoff Court)  
11th Election District - 6th Councilmanic District  
Deborah Lynn Gill-Boyd - Petitioner  
Case No. 97-586-XA

Dear Mr. Williams:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petitions for Special Exception and Variance have been denied, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in cursive script, reading "Timothy M. Kotroco".

TIMOTHY M. KOTROCO  
Deputy Zoning Commissioner  
for Baltimore County

TMK:bjs

cc: Ms. Deborah Gill-Boyd  
15 Romanoff Court, Perry Hall, Md. 21236

Susan M. Wilkens, Esquire  
105 W. Chesapeake Avenue, Towson, Md. 21204

Mr. Roberta Marques, P.O. Box 10482, Baltimore, Md. 21209  
Ms. Cecilia Zolkowski, 21 West Orange Court, Baltimore, Md. 21234  
Ms. Kathryn Turocchi, 19 West Orange Court, Baltimore, Md. 21234

People's Counsel; Case Files



RE: PETITION FOR SPECIAL EXCEPTION	*	BEFORE THE
PETITION FOR VARIANCE		
15 Romanoff Court, E/S Romanoff Court,	*	ZONING COMMISSIONER
197'+/- NE of c/l Plantagenet Circle		
11th Election District, 6th Councilmanic	*	OF BALTIMORE COUNTY
Deborah Lynn Gill-Boyd	*	CASE NO. 97-586-XA
Petitioner		
* * * * *		

ENTRY OF APPEARANCE

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

*Peter Max Zimmerman*

PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County

*Carole S. Demilio*

CAROLE S. DEMILIO  
Deputy People's Counsel  
Room 47, Courthouse  
400 Washington Avenue  
Towson, MD 21204  
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5<sup>th</sup> day of August, 1997, a copy of the foregoing Entry of Appearance was mailed to Newton A. Williams, Esq., Nolan, Plumhoff and Williams, 502 Washington Avenue, Suite 700, Towson, MD 21204, attorney for Petitioner.

*Peter Max Zimmerman*

PETER MAX ZIMMERMAN

VIOLATION

97-586-XA



# Petition for Special Exception

## to the Zoning Commissioner of Baltimore County

for the property located at 15 Romanoff Court

which is presently zoned D.R.3.5.

This Petition shall be filed with the Office of Zoning Administration & Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Exception under the Zoning Regulations of Baltimore County, to use the herein described property for a private kennel for pet dogs only.

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

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

Contract Purchaser/Lessee:

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zipcode

Legal Owner(s) PLEASE BILL ADVERTISING TO OWNER.

Deborah Lynn Gill-Boyd  
(Type or Print Name)

Deborah L. Gill-Boyd  
Signature

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Signature

Attorney for Petitioner: Newton A. Williams  
Nolan, Plumhoff & Williams

\_\_\_\_\_  
(Type or Print Name)

Newton A. Williams  
Signature

502 Washington Avenue  
Suite 700 410-823-7800  
Address Phone No

Towson MD 21204  
City State Zipcode

15 Romanoff Court, 410-962-4922 X316  
Address Phone No

Perry Hall MD 21236  
City State Zipcode

Name, Address and phone number of representative to be contacted  
Newton A. Williams  
Nolan, Plumhoff & Williams

Name 502 Washington Avenue  
Suite 700 410-823-7800  
Address Phone No  
Towson, MD 21204

ORDER RECEIVED FOR FILING  
Date 9/22/97



OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING \_\_\_\_\_  
unavailable for hearing \_\_\_\_\_

the following dates \_\_\_\_\_ Next Two Months

ALL \_\_\_\_\_ OTHER \_\_\_\_\_

REVIEWED BY: JWR DATE 6-26-97

DO NOT SET BEFORE 7/28 (VAC).. 586



# Petition for Variance

## to the Zoning Commissioner of Baltimore County

97-586-XA

for the property located at 15 Romanoff Court

which is presently zoned D.R.3.5.

This Petition shall be filed with the Department of Permits & Development Management

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(s) 421.1 to permit a private, small kennel use within zero feet of a property line in lieu of the required 200 feet.

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

(see attached reasons)

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.

Legal Owner(s): PLEASE BILL ADVERTISING TO OWNER.

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City State Zipcode

Attorney for Petitioner: Newton A. Williams  
Nolan, Plumhoff & Williams

(Type or Print Name)

Signature

Newton A. Williams  
502 Washington Avenue  
Suite 700 410-823-7800

Address Phone No  
Towson MD 21204

Deborah Lynn Gill-Boyd

(Type or Print Name)

Signature

(Type or Print Name)

Signature

15 Romanoff Court

Address Phone No

410-962-4822 x316

Perry Hall MD 21236

City State Zipcode

Name, Address and phone number of representative to be contacted.

Newton A. Williams  
Nolan, Plumhoff & Williams

Name Address Phone No  
502 Washington Avenue  
Suite 700 410-823-7800

Towson, MD 21204

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates \_\_\_\_\_ Next Two Months

ALL \_\_\_\_\_ OTHER \_\_\_\_\_

REVIEWED BY: DW DATE 6-26-97

NOT PRIOR TO 7/28 586

ORDER RECEIVED FOR FILING

Date 9/2/97

Printed with Soybean Ink on Recycled Paper

Revised 9/5/95



**REASONS FOR REQUESTED VARIANCE  
DEBORAH L. GILL-BOYD  
15 ROMANOFF COURT**

Ms. Gill-Boyd seeks the set back variance for the following reasons:

1. She is a pet owner and her dogs are all from one litter, i.e. mother, father and siblings. She helped deliver the litter and has raised the entire family.
2. The dogs are kept indoors at all times, and are only let outdoors under her direct supervision, for exercise morning and evening;
3. Her yard is fenced, and it is kept clean, orderly and odor free at all times;
4. The subject property, 15 Romanoff Court, is an end of group townhouse, and there are no nearby courts or streets backing to her yard, just an open space with townhouses to the rear;
5. That her request for the private kennel is to retain only this canine family, and not to enlarge or add to this family group; and
6. Ms. Gill-Boyd is physically handicapped and resides alone. This family of dogs are her family;
7. According to Ms. Gill-BOyd's veterinarian, it would be detrimental to the health and well being of the family of dogs to be separated in any way.
8. Ms. Gill-Boyd is current on all required vaccinations and medications for the family of dogs;
9. The female siblings have been spayed to prevent any further additions to the family;
10. Ms. Gill-Boyd has endured constant complaint by one unnamed person and constant harassment by some unknown person resulting in damage to her property and the maiming of her dogs and herself (one sibling poisoned in 8/96 and cuts to dogs paws and constant collection of broken glass and rusty and new nails in the back yard and just outside of basement sliding door). Ms. Gill-Boyd has been cut several times (hands and feet) in the clean-up of the glass and nails.
11. For such other and further reasons to be brought out at the time of the hearing hereon.

97-586-XA

**ZONING DESCRIPTION**  
**15 Romanoff Court**  
**Towson, Maryland**  
**(11th Election District)**

97-586-XA

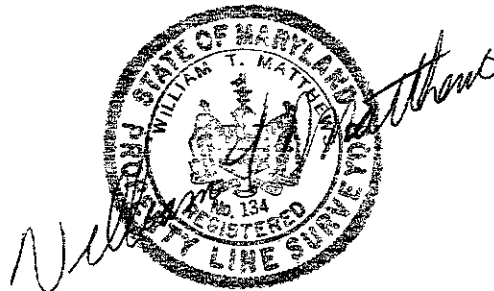
**Beginning at a point on the Northeast side of Romanoff Court, 50 feet wide, which point is at the distance of 197 feet more or less measured Northeasterly from the center line of Plantagenet Circle, 30 feet wide and running thence, the four following courses and distances:**

- (1) North 10 degrees, 56 minutes, 25 seconds East, 40.50 feet**
- (2) South 79 degrees, 03 minutes, 35 seconds East, 117.50 feet**
- (3) South 10 degrees, 56 minutes, 25 seconds West, 40.50 feet**
- (4) North 79 degrees, 03 minutes, 35 seconds West, 117.50 feet**  
**to the place of beginning as recorded in Deed Liber 7771, Folio 111.**

**Containing 0.109 Acres of Land more or less.**

**Being Lot Number 121 in the subdivision of "Seven Courts" recorded in Baltimore County Plat Book 41, Folio 111, containing 0.109 Acres of Land more or less. Also known as 15 Romanoff Court and located in the 11th Election District.**

586



# CERTIFICATE OF PUBLICATION

TOWSON, MD., 7/24, 1997

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 7/24, 1997

THE JEFFERSONIAN,

*A. Henriksen*

LEGAL AD. - TOWSON

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #97-586-3A  
15 Romanoff Court  
E/S Romanoff Court, 197' +/-  
NE of c/P Plantagenet Circle  
11th Election District  
6th Councilmanic

Legal Owner(s):  
Deborah Lynn Gill-Boyd  
Special Exception: for a private kennel for pet dogs only.  
Variance: to permit a private, small kennel use within zero feet of a property line in lieu of the required 200 feet.  
Hearing: Tuesday, August 12, 1997 at 11:00 a.m.  
Room 407 Courts Bldg., 401 Bosley Avenue.

LAWRENCE E. SCHMIDT

Zoning Commissioner for Baltimore County  
NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Call (410) 887-3353  
(2) For information concerning the date and/or hearing, Please Call (410) 887-3391.

7/309 July 24 C160002

BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

No. 041084

DATE 7/17/97 ACCOUNT R001-6150  
AMOUNT \$ 3.00

RECEIVED FROM: \_\_\_\_\_

FOR: Copies

DISTRIBUTION  
WHITE - CASHIER      PINK - AGENCY      YELLOW - CUSTOMER

PAID RECEIPT

PROCESS ACTUAL TIME  
7/17/1997 7/17/1997 12:20:22  
REG US02 CASHIER JRIC JAR DRAWER 2  
MISCELLANEOUS CASH RECEIPT  
Receipt # 005039 OFLN  
CR NO. 041084

3.00 CASH  
Baltimore County, Maryland

CASHIER'S VALIDATION

BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

586 No. 038186

DATE 6-26-97 ACCOUNT R001-6150  
AMOUNT \$ 550.00

RECEIVED FROM: D. Boyd \_\_\_\_\_ 15 Romanoff Ct.

FOR: (020) VARIANCE  
(050) SP EX.

DISTRIBUTION  
WHITE - CASHIER      PINK - AGENCY      YELLOW - CUSTOMER

SCM

PAID RECEIPT

PROCESS ACTUAL TIME  
6/26/1997 6/26/1997 11:28:44  
REG US03 CASHIER WHIL ULM DRAWER 3  
MISCELLANEOUS CASH RECEIPT  
Receipt # 007056 OFLN  
CR NO. 038186

550.00 CHECK  
Baltimore County, Maryland

CASHIER'S VALIDATION

**CERTIFICATE OF POSTING**

RE: Case # 97-586-XA

**Petitioner/Developer:**  
**(Deborah Lynn Gill-Boyd)**

**Date of Hearing/Closing:**  
**(August 12, 1997)**

**Baltimore County Department of  
Permits and Development Management  
County Office Building, Room 111  
111 West Chesapeake Avenue  
Towson, Maryland 21204**

**Attention: Ms. Gwendolyn Stephens**

**Ladies and Gentlemen:**

**This letter is to certify under the penalties of perjury that the necessary sign(s) required by law  
were posted conspicuously on the property located at \_\_\_\_\_  
15 Romanoff Court Baltimore, Maryland 21236 \_\_\_\_\_**

**The sign(s) were posted on \_\_\_\_\_ July 28, 1997 \_\_\_\_\_  
(Month, Day, Year)**

Sincerely,

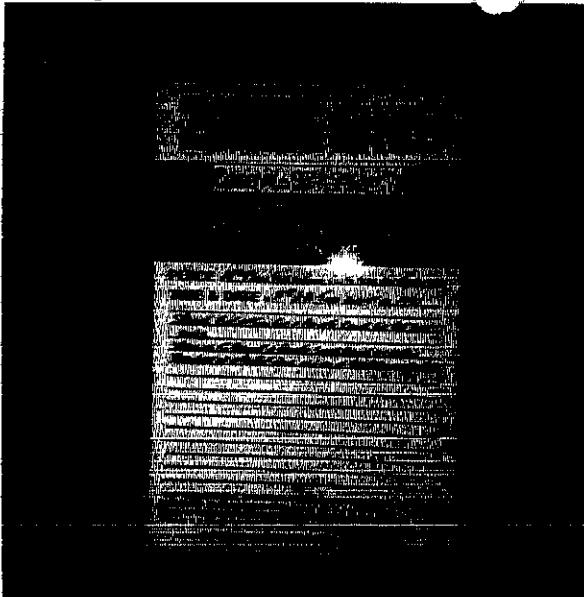
  
**(Signature of Sign Poster & Date)**

\_\_\_\_\_  
**Thomas P. Ogle, Sr.**  
**(Printed Name)**

\_\_\_\_\_  
**325 Nicholson Road**  
**(Address)**

\_\_\_\_\_  
**Baltimore, Maryland 21221**

\_\_\_\_\_  
**(410)-687-8405**  
**(Telephone Number)**



97-586-XA

BALTIMORE COUNTY, MARYLAND AND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

No. 044226

DATE 10/2/97 ACCOUNT R-001-6150

AMOUNT \$ 460.00

RECEIVED FROM: Debbie Gill-Boyd

FOR: Appeal - Case # 97-586-XA

DISTRIBUTION  
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

RYS

PAID RECEIPT

PROCESS ACTUAL TIME  
10/02/1997 10/02/1997 11:39:33  
REQ WS01 CASHIER CLUM EML DRAWER  
5 MISCELLANEOUS CASH RECEIPT  
Receipt # 024394 (FLH)  
CR NO. 044226

460.00 CHECK  
Baltimore County, Maryland

CASHIER'S VALIDATION

BALTIMORE COUNTY, MARYLAND AND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

No. 044226

DATE 10/2/97 ACCOUNT R-001-6150

AMOUNT \$ 460.00

RECEIVED FROM: Debbie Gill-Boyd

FOR: Appeal - Case # 97-586-XA

DISTRIBUTION  
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

RYS

PAID RECEIPT

PROCESS ACTUAL TIME  
10/02/1997 10/02/1997 11:39:33  
REQ WS01 CASHIER CLUM EML DRAWER  
5 MISCELLANEOUS CASH RECEIPT  
Receipt # 024394 (FLH)  
CR NO. 044226

460.00 CHECK  
Baltimore County, Maryland

CASHIER'S VALIDATION

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than \*

Format for Sign Printing, Black Letters on White Background:

# ZONING NOTICE

Case No.: 97-586-XA

A PUBLIC HEARING WILL BE HELD BY  
THE ZONING COMMISSIONER  
IN TOWSON, MD

PLACE: \*

DATE AND TIME: \*

REQUEST: SPECIAL EXCEPTION TO PERMIT A DOG KENNEL,  
AND A VARIANCE OF ZERO FEET IN  
LIEU OF THE REQUIREMENT REQUIRED 20 FT.  
FROM PROPERTY LINE FOR THE DOG RUN.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.  
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

**HANDICAPPED ACCESSIBLE**

9/96  
post.4.doc

\*UPON RECEIPT OF THE NOTICE OF HEARING, THE PETITIONER OR HIS AGENT  
FILLS IN THIS INFORMATION AND THEN FORWARDS THIS FORM TO THE SIGN  
POSTER.

BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

586

No.

038186

DATE 6-26-97 ACCOUNT R001-6150

AMOUNT \$ 550.00

RECEIVED FROM: D. Boyd 15 Romanoff Ct.

FOR: (020) VARIANCE  
(050) \$ EX.

DISTRIBUTION  
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

JCM

CASHIER'S VALIDATION

DEBBIE GILL-BOYD 1-87  
15 ROMANOFF CT.  
BALTIMORE, MD 21234

7-7120/2520  
042610371

2535

DATE 6/19/97

PAY TO THE ORDER OF BALTIMORE COUNTY, MD \$ 550.00

FIVE HUNDRED FIFTY AND 00/100 DOLLARS

**CRESTAR**  
Crestar Bank

RE: Case No.: 97-586XA

Petitioner/Developer: \_\_\_\_\_

DEBORAH LYNN GILL-BOYD

Date of Hearing/Closing: \_\_\_\_\_

Baltimore County Department of  
Permits and Development Management  
County Office Building, Room 111  
111 West Chesapeake Avenue  
Towson, MD 21204

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at 15 ROMANOFF CT.

The sign(s) were posted on 10/30/97  
(Month, Day, Year)

Sincerely,

Gary C Freund 10/30  
(Signature of Sign Poster and Date)

GARY FREUND  
(Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

97 NOV 4 AM 8:55  
RECEIVED  
COUNTY BOARD OF APPEALS  
9/96  
cert.doc





Baltimore County  
 Department of Permits and  
 Development Management

Development Processing  
 County Office Building  
 111 West Chesapeake Avenue  
 Towson, Maryland 21204

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County zoning regulations require that notice be given to the general public/neighbor property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of which, lies with the petitioner/applicant) and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with this requirement.

Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

\_\_\_\_\_  
 ARNOLD JABLON, DIRECTOR

-----  
 For newspaper advertising:

Item No.: 586.

Petitioner: Deborah J. Gill-Boyd.

Location: 15 Romanoff Ct.

PLEASE FORWARD ADVERTISING BILL TO:

NAME: Deborah J. Gill-Boyd.

ADDRESS: 15 Romanoff Ct.  
Perry Hall, Md. 21236

PHONE NUMBER: \_\_\_\_\_

AJ:ggs

(Revised 09/24/96)

# Plat to accompany Petition for Zoning Variance Special Hearing


PROPERTY ADDRESS: \_\_\_\_\_

Subdivision name: \_\_\_\_\_

Plat Book # \_\_\_\_\_, folio # \_\_\_\_\_, lot # \_\_\_\_\_, section # \_\_\_\_\_

OWNER: \_\_\_\_\_

see pages 5 & 6 of the CHECKLIST for additional required information

 North  
Vicinity Map  
scale: 1"=1000'

## LOCATION INFORMATION

Election District: \_\_\_\_\_

Councilmanic District: \_\_\_\_\_

1"=200' scale map#: \_\_\_\_\_

Zoning: \_\_\_\_\_

Lot size: \_\_\_\_\_ acreage \_\_\_\_\_ square feet

public private  
SEWER:      
WATER:      
Chesapeake Bay Critical Area:

Prior Zoning Hearings: \_\_\_\_\_

## Zoning Office USE ONLY!

reviewed by: \_\_\_\_\_ ITEM #: \_\_\_\_\_ CASE #: \_\_\_\_\_

North  
date: \_\_\_\_\_  
prepared by: \_\_\_\_\_

Scale of Drawing: 1"= \_\_\_\_\_

TO: PUTIXENT PUBLISHING COMPANY  
July 24, 1997 Issue - Jeffersonian

Please forward billing to:

Deborah L. Gill-Boyd  
15 Romanoff Ct  
Perry Hall, MD 21236  
410-962-4822

---

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-586-YA  
15 Romanoff Court  
E/S Romanoff Court, 197<sup>1</sup>+/- NE of c/1 Plantagenet Circle  
11th Election District - 6th Councilmanic  
Legal Owner(s): Deborah Lynn Gill-Boyd

Special Exception for a private kennel for pet dogs only.  
Variance to permit a private, small kennel use within zero feet of a property line in lieu of the required 200 feet.

HEARING: TUESDAY, AUGUST 12, 1997 at 11:00 a.m., Room 407 Courts Building, 401 Bosley Avenue.

LAWRENCE E. SCHMIDT  
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.  
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.



Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204

July 17, 1997

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-586-XA

15 Romanoff Court

E/S Romanoff Court, 197'+/- NE of c/l Plantagenet Circle

11th Election District - 6th Councilmanic

Legal Owner(s): Deborah Lynn Gill-Boyd

Special Exception for a private kennel for pet dogs only.

Variance to permit a private, small kennel use within zero feet of a property line in lieu of the required 200 feet.

HEARING: TUESDAY, AUGUST 12, 1997 at 11:00 a.m., Room 407 Courts Building, 401 Bosley Avenue.

A handwritten signature in cursive script that reads "Arnold Jablon".

Arnold Jablon  
Director

cc: Deborah Lynn Gill-Boyd  
Newton A. Willaims, Esq.

NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY JULY 28, 1997.





County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49  
400 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204  
410-887-3180

Hearing Room - Room 48  
Old Courthouse, 400 Washington Avenue

November 21, 1997

NOTICE OF ASSIGNMENT

CASE #: 97-586-XA

IN THE MATTER OF: DEBORAH LYNN GILL-BOYD -  
Petitioner 15 Romanoff Court  
11th Election District; 6th Councilmanic

(Petition for Special Exception and Petition for  
Variance DENIED /D.Z.C.)

ASSIGNED FOR:

TUESDAY, FEBRUARY 17, 1998 at 10:00 a.m.

**NOTICE:** This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

**IMPORTANT:** No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

Kathleen C. Bianco  
Administrator

*pp'd to  
3/18/98 @  
reg of appellants  
Petitioner*

cc: Appellant /Petitioner : Deborah Lynn Gill-Boyd  
Newton A. Williams, Esquire  
Counsel for Protestants : Susan M. Wilkens, Esquire  
Protestants : Roberta Marques  
: Cecilia Zolkowski  
: Kathryn Turocchi

People's Counsel for Baltimore County

Pat Keller, Director /Planning  
Lawrence E. Schmidt /Z.C.  
Arnold Jablon, Director /PDM  
Virginia W. Barnhart, County Attorney

Deborah L. Gill-Boyd  
15 Romanoff Court  
Baltimore, Maryland 21234-8017

January 9, 1998

Ms. Kathleen Bianco  
County Board Of Appeals  
Room 49  
Old Courthouse  
Towson, Maryland 21204

Reference: Case No. 97-586-XA

Dear Ms. Bianco:

I am formally requesting a postponement of the appeal hearing scheduled for February 17, 1998. Per our conversation of January 8, 1998, please reference Mr. Newton A. Williams letter of December 2, 1997 for reasons stated therein.

Thank you for your kind attention to this matter.

Very Truly Yours,

*Debbie Gill-Boyd*  
Debbie Gill-Boyd

RECEIVED  
COUNTY BOARD OF APPEALS  
98 JAN -9 PM 3:44

PP 50 3/18/98 @ 10

NEWTON A. WILLIAMS  
THOMAS J. RENNER  
WILLIAM P. ENGLEHART, JR.  
STEPHEN J. NOLAN\*  
ROBERT L. HANLEY, JR.  
ROBERT S. GLUSHAKOW  
DOUGLAS L. BURGESS  
ROBERT E. CAHILL, JR.  
C. WILLIAM CLARK  
E. BRUCE JONES\*\*  
STUART A. SCHADT

LAW OFFICES  
**NOLAN, PLUMHOFF & WILLIAMS**  
CHARTERED

SUITE 700, NOTTINGHAM CENTRE  
502 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204-4528  
(410) 823-7800  
TELEFAX (410) 296-2765

JAMES D. NOLAN  
(RETIRED 1980)  
J. EARLE PLUMHOFF  
(1940-1988)  
RALPH E. DEITZ  
(1918-1990)  
WRITER'S DIRECT DIAL  
823 - 7856

\* ALSO ADMITTED IN D.C.  
\*\*ALSO ADMITTED IN NEW JERSEY

December 2, 1997

Kathleen C. Bianco, Administrator  
County Board of Appeals  
Old Court House, Room 49  
Towson, Maryland 21204

Re: Case No.: 97-586-XA  
Deborah L. Gill-Boyd  
15 Romanoff Court  
Scheduled for Tuesday, February 17, 1998 at 10:00 a.m.

Dear Mrs. Bianco:

We have just received a Notice of Assignment from the Board for February 17, 1998 at 10:00 a.m.

I did represent Ms. Gill-Boyd in front of the Deputy Zoning Commissioner, but she noted an appeal in proper person.

However, I wish to advise the Board that Ms. Gill-Boyd has an alternative property under contract of sale, and we are preparing to file a zoning commissioner level case asking for a kennel with less extensive variances.

Accordingly, I do not believe that Ms. Gill-Boyd will wish to proceed on February 17, 1998, at 10:00 a.m., but I did wish to advise the Board that I am no longer in that case and that it very likely should be postponed in view of this development.

Thanking the Board for its attention to this letter, I am

Respectfully,



Newton A. Williams

cc: Ms. Deborah L. Gill-Boyd  
Susan M. Wilkens, Esquire

*Any response  
or letter from  
Gill-Boyd?*

97 DEC 4 AM 11:46



County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49  
400 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204  
410-887-3180

Hearing Room - Room 48  
Old Courthouse, 400 Washington Avenue

January 13, 1998

NOTICE OF POSTPONEMENT & REASSIGNMENT

CASE #: 97-586-XA

IN THE MATTER OF: DEBORAH LYNN GILL-BOYD -  
Petitioner 15 Romanoff Court  
11th Election District; 6th Councilmanic

(Petition for Special Exception and Petition for  
Variance DENIED /D.Z.C.)

which was scheduled to be heard on 2/17/98 has been POSTPONED at the request  
of Appellant /Petitioner; and, upon notification to by Counsel for  
protestants, has been

REASSIGNED FOR:

WEDNESDAY, MARCH 18, 1998 at 10:00 a.m.

NOTICE: This appeal is an evidentiary hearing; therefore, parties should consider the  
advisability of retaining an attorney.

Please refer to the Board's Rules of Practice & Procedure, Appendix C,  
Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient  
reasons; said requests must be in writing and in compliance with Rule  
2(b) of the Board's Rules. No postponements will be granted within 15  
days of scheduled hearing date unless in full compliance with Rule  
2(c).

Kathleen C. Bianco  
Administrator

cc: Appellant /Petitioner : Deborah Lynn Gill-Boyd  
Counsel for Protestants : Susan M. Wilkens, Esquire  
Protestants : Roberta Marques  
: Cecilia Zolkowski  
: Kathryn Turocchi

People's Counsel for Baltimore County

Pat Keller, Director /Planning  
Lawrence E. Schmidt /Z.C.  
Arnold Jablon, Director /PDM  
Virginia W. Barnhart, County Attorney

*pp'd to 4/30/98 -  
Pat Keller*



15 Romanoff Court  
Baltimore, MD 21234

February 18, 1998

County Board of Appeals  
Room 49, Old Courthouse  
Towson, MD 21204

RE: Case No. 97-586-XA  
Deborah Lynn Gill-Boyd

Gentlemen:

Please postpone the subject scheduled for March 18, 1998. I am awaiting the final decision of the Zoning Commissioner in another matter and would ask that you postpone the subject case until the above-referenced decision is issued by Mr. Schmidt.

Sincerely,

*Deborah L. Gill-Boyd*  
Deborah Lynn Gill-Boyd

98 FEB 18 PM 12:37

RECEIVED  
COUNTY BOARD OF APPEALS

TRANSMISSION VERIFICATION REPORT

TIME: 02/18/1998 15:20  
NAME: BOARD OF APPEALS  
FAX : 4108873182  
TEL : 4108873180

DATE, TIME  
FAX NO./NAME  
DURATION  
PAGE(S)  
RESULT  
MODE

02/18 15:19  
94102962755  
00:00:25  
01  
OK  
STANDARD  
ECM

*Give Page 8  
request  
to Newton*

TRANSMISSION VERIFICATION REPORT

TIME: 02/18/1998 15:22  
NAME: BOARD OF APPEALS  
FAX : 4108873182  
TEL : 4108873180

DATE, TIME  
FAX NO./NAME  
DURATION  
PAGE(S)  
RESULT  
MODE

02/18 15:22  
94108238032  
00:00:24  
01  
OK  
STANDARD  
ECM

*Give Baya PP  
request to  
Pickens*



Case No. 97-586-XA

Deborah Lynn Gill-Boyd - Petitioner

E/s Romanoff Court, 197' NE of c/l Planta-  
genet Circle (15 Romanoff Court)

11th Election District

Appealed: 10/2/97

(See Pet. Ex. #1 -  
Plat to acc. Petition)

Baltimore County Government  
Fire Department



700 East Joppa Road Suite 901  
Towson, MD 21286-5500

17 1997

(410) 887-4500

July 10, 1997

Arnold Jablon, Director  
Zoning Administration and Development Management  
Baltimore County Office Building  
Towson, MD 21204  
MAIL STOP-1105

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF July 14, 1997

Item No.: SEE BELOW

Zoning Agenda:

Gentlemen:

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

The Fire Marshal's Office has no comments at this time,  
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

579, 581, 582, 583, 584, 585, 586, 588, and 589

REVIEWER: LT. ROBERT P. SAUERWALD  
Fire Marshal Office, PHONE 887-4881, MS-1102F  
cc: File





**Maryland Department of Transportation**  
**State Highway Administration**

David L. Winstead  
Secretary  
Parker F. Williams  
Administrator

Ms. Roslyn Eubanks  
Baltimore County Office of  
Permits and Development Management  
County Office Building, Room 109  
Towson, Maryland 21204

RE: Baltimore County 7-14-97  
Item No. 586 JCM

Dear Ms. Eubanks:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Please contact Larry Gredlein at 410-545-5606 if you have any questions.

Thank you for the opportunity to review this item.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Burns'.

10 Ronald Burns, Chief  
Engineering Access Permits  
Division

LG

My telephone number is \_\_\_\_\_

Maryland Relay Service for Impaired Hearing or Speech  
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717  
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

BALTIMORE COUNTY, MARYLAND  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT

INTER-OFFICE CORRESPONDENCE

TO: PDM

DATE: 7/10/97

FROM: R. Bruce Seeley *RBS/sp*  
Permits and Development Review  
DEPRM

SUBJECT: Zoning Advisory Committee  
Meeting Date: July 14, 1997

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s: 579  
581  
582  
584  
586  
587  
588  
589

RBS:sp

BRUCE2/DEPRM/TXTS8P



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director  
Department of Permits  
and Development Management

DATE: July 8, 1997

FROM: Arnold F. "Pat" Keller, III, Director  
Office of Planning

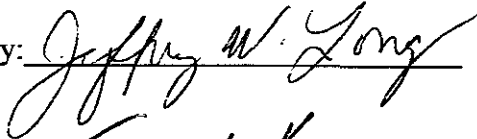
SUBJECT: Zoning Advisory Petitions

The Planning Office has no comments on the following petitions (s):

Item Nos. 579, 581, 582, 583, 584, 586, 588, and 589

If there should be any questions or if this office can provide additional information,  
please contact Jeffrey Long in the Office of Planning at (401) 887-3495.

Prepared by:



Division Chief:



AFK/JL

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director  
Department of Permits & Development  
Management

Date: July 11, 1997

FROM: *Sub* Robert W. Bowling, Chief  
Development Plans Review Division

SUBJECT: Zoning Advisory Committee Meeting  
for July 21, 1997  
Item Nos. 579, 580, 581, 582, 583,  
584, 585, 586, 587, 588, & 589

The Development Plans Review Division has reviewed the subject zoning item, and we have no comments.

RWB:HJO:jrb

cc: File



# Code Enforcement

Baltimore County  
Department of Permits & Development Management  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
(410) 887-3351

BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE CORRESPONDENCE

DATE: August 7, 1997  
TO: Larry E. Schmidt  
Zoning Commissioner  
FROM: James H. Thompson - CF  
Code Enforcement Supervisor

97-586

SUBJECT: ITEM NO.: 586  
PETITIONER: Deborah Lynn Gill-Boyd  
VIOLATION CASE NO.: C-97-4894  
LOCATION OF VIOLATION: 15 Romanoff Court  
11th Election District  
DEFENDANTS: Deborah Lynn Gill-Boyd

Please be advised that the aforementioned petition is the subject of an active violation case. When the petition is scheduled for a public hearing, please notify the following person(s):

<u>NAME</u>	<u>ADDRESS</u>
Roberta Marques RCM Management Co. Inc.	P.O. Box 10482 Baltimore, Maryland 21209

After the public hearing is held, please send a copy of the Zoning Commissioner's Order to the Code Enforcement Supervisor, so that the appropriate action may be taken relative to the violation case.

JHT/CF/hek



Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204

October 3, 1997

Susan M. Wilkens, Esquire  
105 W. Chesapeake Avenue  
Towson, MD 21204

RE: Petitions for Special  
Exception and Variance  
E/S Romanoff Ct., 197' NE  
of c/l Plantagenet Circle  
(15 Romanoff Court)  
11th Election District  
6th Councilmanic District  
Deborah Lynn Gill-Boyd -  
Petitioner  
Case No. 97-586-XA

Dear Ms. Wilkens:

Please be advised that an appeal of the above-referenced case was filed in this office on October 2, 1997 by Newton A. Williams, Esquire on behalf of Deborah Lynn Gill-Boyd. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

If you have any questions concerning this matter, please do not hesitate to call 410-887-3180.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arnold Jablon".

ARNOLD JABLON  
Director

AJ:rye

c: Ms. Roberta Marques  
Ms. Cecilia Zolkowski  
Ms. Kathryn Turocchi  
People's Counsel



APPEAL

Petitions for Special Exception and Variance  
E/S Romanoff Court, 197' NE of c/l Plantagenet Circle  
(15 Romanoff Court)  
11th Election District - 6th Councilmanic District  
Deborah Lynn Gill-Boyd - Petitioner  
Case No. 97-586-XA

Petitions for Special Exception and Variance

Description of Property

Certificate of Posting

Certificate of Publication

Zoning Advisory Committee Comments

Petitioners and Protestants Sign-In Sheets

Petitioners' Exhibits: 1 - Plat to Accompany Petitions for Special  
Exception and Variance  
2 - Eight Photographs  
3 - Dog Log  
4 - Three Affidavits  
5 - Floor Plan  
6 - Seven Courts Declaration of Covenants,  
Conditions and Restrictions  
7 - Drawing of Baltimore County Kennel  
Requirements

Protestants' Exhibits: 1 - Nine Photographs  
2 - Petition Against Variance  
3 - Notarized Letter from Christopher E.  
Oleynick to Seven Courts Community  
Association, Inc. dated August 11, 1997  
4 - Six Photographs

Letter and Five Inclusions from Ms. Debbie Gill-Boyd to Timothy  
Kotroco, Deputy Zoning Commissioner dated August 18, 1997

Letter from Susan M. Wilkens, Esquire to Timothy Kotroco, Deputy Zoning  
Commissioner dated August 19, 1997

Eight Letters in Support of Petitioner

Deputy Zoning Commissioner's Order dated September 2, 1997 (Denied)

Notice of Appeal received on October 2, 1997 from Deborah Gill-Boyd

c: Newton A. Williams, Esquire, Nolan, Plumhoff & Williams, 502  
Washington Avenue, Towson, MD 21204  
Ms. Deborah Gill-Boyd, 15 Romanoff Court, Perry Hall, MD 21236  
Susan M. Wilkens, Esquire, 105 W. Chesapeake Ave., Towson, MD 21204  
Ms. Roberta Marques, P.O. Box 10482, Baltimore, MD 21209  
Ms. Cecilia Zolkowski, 21 West Orange Court, Baltimore, MD 21234  
Ms. Kathryn Turocchi, 19 West Orange Court, Baltimore, MD 21234  
People's Counsel of Baltimore County, M.S. 2010  
Timothy Kotroco, Deputy Zoning Commissioner  
Arnold Jablon, Director of PDM

Case No. 97-586-XA

SE -For a private kennel on the subject property for family of pet dogs.

VAR -To permit said kennel use to be located within 0' of property line in lieu of required 200'.

9/02/97 -D.Z.C.'s Order in which Petition for Special Exception and Petition for Variance were DENIED.

---

11/21/97 - Notice of Assignment for hearing scheduled for Tuesday, February 17, 1998 at 10:00 a.m. sent to following:

Deborah Lynn Gill-Boyd  
Newton A. Williams, Esquire  
Susan M. Wilkens, Esquire  
Roberta Marques  
Cecilia Zolkowski  
Kathryn Turocchi  
People's Counsel for Baltimore County  
Pat Keller, Director /Planning  
Lawrence E. Schmidt /Z.C.  
Arnold Jablon, Director /PDM  
Virginia W. Barnhart, County Attorney

---

12/04/97 -Letter from N. Williams; he is not in this case (was at Zoning Commissioner's level; however, Ms. Gill-Boyd filed appeal in proper person). Mr. Williams indicates possibility that Appellant /Petitioner may not wish to proceed at this time due to pending contract of sale for another property.

Awaiting communication from Appellant /Petitioner.

---

1/08/98 -T/C from Ms. Gill-Boyd regarding postponement. She will send letter requesting same for reasons as stated in Mr. Williams' letter of 12/02/97.

---

1/09/98 -Letter requesting postponement filed by Ms. Gill-Boyd.

---

1/12/98 -T/C to Ms. Wilkens regarding most recent correspondence. Case to be postponed from 2/17/98 to date of 3/18/98 (to become available as a result of postponement); notice to be sent (copy of Ms. Gill-Boyd's letter will also be provided to Ms. Wilkens).

---

1/13/98 -Notice of PP and Reassignment sent to parties; case rescheduled on Wednesday, March 18, 1998 at 10:00 a.m. (Copy of above correspondence provided to Ms. Wilkens and People's Counsel.)

---

2/18/98 -Request for PP from Petitioner; awaiting decision of ZC in another matter which could result in dismissal of instant case. Copy by FAX to S. Wilkens and N. Williams. Copy also to PC. (Scheduled for 3/18/98)

---

2/19/98 -T/C from S. Wilkens; is not in agreement with request, but would not oppose should the Board determine PP to be necessary pending ZC's decision. Neighbors' concerns are greatest during summer months; would prefer that it be resolved as soon as possible.

---

3/02/98 -Second Notice of PP and Reassignment sent to parties; while Petitioner's request for postponement has been granted, the case has been reassigned to a later date on the Board's schedule in the event that proceedings in this case ultimately move forward; reassigned to Thursday, April 30, 1998 at 10:00 a.m.

3/26/98 - Letter from People's Counsel; while interested in the case, will not be participating in 4/30/98 hearing before the Board.

4/29/98 - T/C from N. Lanzi -- tentative agreement reached between neighbors and Petitioner; S. Wilkens to review this evening. Resolution reached whereby Petitioner /Appellant will withdraw appeal; terms, etc., to be put on record 4/30/98.

4/30/98 - Hearing convened. Agreement entered as Joint Exhibit 1 for ID purposes only; signatures obtained on behalf of Petitioner and by Petitioner and Counsel for Seven Court; however, document still requires signature by Seven Courts Assn and Rule 8 papers for signatory. Also, note for file that the Board will not sign off on this agreement (space provided by marked through). Awaiting signed document and dismissal of appeal. Board will then issue an order with agreement attached.

5/05/98 - T/C from S. Wilkens. She is obtaining original signatures on appropriate Rule 8 paperwork. However, will be unable to submit to the Board within the one week specified (by Thursday, 5/07/98). She will, however, have all signed documents to the Board's office by Monday, May 11, 1998. Did not want Thursday to come and go with no contact on her part. Everything will be finalized and filed by Monday, May 11, 1998.

5/11/98 - Settlement Agreement and Rule 8 papers filed by Susan Wilkens; all appropriate signatures obtain. Board will issue Order of Dismissal premised upon the above Agreement. (K.L.F.) *Record 5/11/98*



**Baltimore County, Maryland**

OFFICE OF PEOPLE'S COUNSEL

Room 47, Old CourtHouse  
400 Washington Ave.  
Towson, MD 21204

(410) 887-2188

PETER MAX ZIMMERMAN  
People's Counsel

CAROLE S. DEMILIO  
Deputy People's Counsel

March 26, 1998

Kristine K. Howanski, Esq., Chairman  
County Board of Appeals  
of Baltimore County  
401 Washington Avenue, Room 49  
Towson, MD 21204

Hand-delivered

RECEIVED  
COUNTY BOARD OF APPEALS  
98 MAR 26 PM 4: 54

Re: PETITION FOR SPECIAL EXCEPTION  
PETITION FOR VARIANCE  
15 Romanoff Court, E/S Romanoff Ct, 197'+/-  
NE of Plantagenet Circle, 11th Election  
District, 6<sup>th</sup> Councilmanic  
DEBORAH LYNN GILL-BOYD, Petitioner  
Case No. 97-586-XA  
CBA Hearing Date: April 30, 1998

Dear Chairman Howanski:

This upcoming case involves both a Special Exception for a kennel in a residential zone and a Variance from the minimum property line setback of 200 feet.

Upon review of the record, this case appears to fall within the path of cases such as Umerley v. People's Counsel, 108 Md.App. 497 (1996), cert. denied 342 Md. 584 (1996). The proposal is for a conditional use which fails to satisfy an important statutory condition. In addition, we do not observe any basis for a legal finding of uniqueness or practical difficulty in reference to the proposed variance.

Both the Petitioner and Protestants are represented by counsel. The factual presentation should be sufficient on both sides, without the necessity of our office's participation in examination of witnesses.

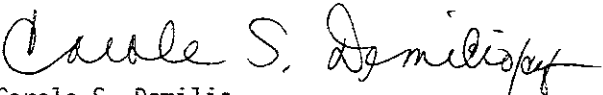
Accordingly, while we are interested in this case, we do not anticipate appearing at trial.

Very truly yours,

Peter Max Zimmerman  
People's Counsel for Baltimore County



Kristine K. Howanski, Esq., Chairman  
County Board of Appeals  
of Baltimore County  
March 26, 1998  
Page Two

  
Carole S. Demilio  
Deputy People's Counsel

PMZ/caf

cc: Newton A. Williams, Esq.  
Attorney for Petitioner

Susan M. Wilkens, Esq.  
Attorney for Protestants

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director  
Department of Permits &  
Development Management

DATE: September 2, 1998

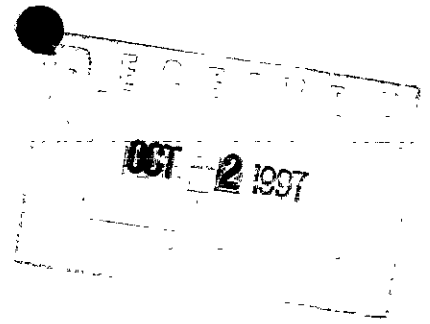
FROM: Kathleen C. Bianco *KCB*  
County Board of Appeals

SUBJECT: Closed File: Case No. 97-586-XA  
In the Matter of: Deborah Lynn Gill-Boyd

As no further action has been taken regarding the subject case, which was dismissed by Order dated May 15, 1998, we herewith return the subject file to your office.

Attachment

cc: J. Thompson /Code Enforcement



September 29, 1997

Hon. Timothy M. Kotroco, Esq.  
Deputy Zoning Commissioner for Baltimore County  
County Courts Building, Suite 405  
401 Bosley Avenue  
Towson, Maryland 21204

RE: Requested Special Exception and Variance  
Deborah L. Gill-Boyd  
15 Romanoff Court  
Case No.: 97-586-XA  
Appeals from Denials

Dear Commissioner Kotroco:

Please enter appeals to the County Board of Appeals from your Opinion and Order of September 2, 1997, and each and every part thereof, on my behalf as Legal Owner and Petitioner, in proper person.

My check in the amount of \$460.00 (representing \$250.00 for the special exception, \$175.00 for the variance, and \$35.00 for the one sign with the case no. for the Board.) is enclosed for this appeal. If there is anything further required, please notify me immediately. Thank you.

Respectfully,

Deborah Gill-Boyd

cc: Arnold Jablon, Esq.  
Director, PDM  
County Office Building  
Towson, Maryland 21204

cc:

Susan M. Wilkins, Esq.  
105 Chesapeake Avenue  
Towson, Maryland 21204

Ms. Roberta Marques,  
P.O. Box 10482  
Baltimore, Maryland 21234

Ms. Cecilia Zolkowski  
21 Orange Court  
Baltimore, Maryland 21234

Ms. Kathryn Turocchi  
19 West Orange Court  
Baltimore, Maryland 21234

Deborah L. Gill-Boyd  
15 Romanoff Court  
Baltimore, Maryland 21234-8017

August 20, 1998

Ms. Kathleen Bianco  
County Board Of Appeals  
Old Courthouse  
400 Washington Avenue  
Room 49  
Towson, Maryland 21204

Reference: Case No. 97-586-XA

Dear Ms. Bianco:

Enclosed is a notarized affidavit in compliance with the settlement agreement I entered into on April 30, 1998. Please enter my affidavit with the court to formally terminate this matter.

Thank you for your kind attention to this matter.

Very Truly Yours,

  
Debbie Gill-Boyd

cc: Seven Courts Community Association  
Mr. Neil Lanzi  
Code Enforcement Division

RECEIVED  
COUNTY BOARD OF APPEALS  
98 AUG 24 PM 2:46

**IN THE MATTER OF**

\*

**COUNTY BOARD OF APPEALS**

**DEBORAH LYNN GILL-BOYD**

\*

**FOR BALTIMORE COUNTY**

**15 Romanoff Court**

\*

**Baltimore, Maryland 21234**

**Petitioner**

\*

**Case No. 97-586-XA**

\* \* \* \* \*

**AFFIDAVIT**

I, Deborah Lynn Gill-Boyd, being duly sworn, depose and state:

1. On April 30, 1998, I entered into a settlement agreement with the County Board of Appeals of Baltimore County ("Board of Appeals") and the Seven Courts Community Association ("Community Association") to resolve a dispute concerning the eight (8) dogs that I have kept as pets at my residence at 15 Romanoff Court, Baltimore, Maryland 21234. As part of that settlement, I agreed, among other things, that I would, by August 1, 1998, reduce the number of dogs kept at my residence as pets from eight (8) to three (3), and I agreed to provide evidence of full compliance therewith.

2. I am submitting this affidavit in accordance with the aforementioned settlement agreement to provide the Board of Appeals and the Community Association with the required evidence of full compliance with the terms of the Settlement Agreement.

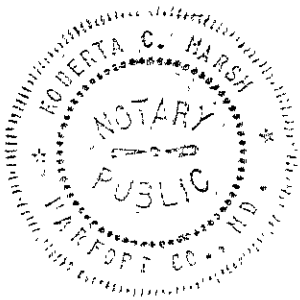
3. This is to certify that on July 30, 1998 and July 31, 1998, I removed five (5) dogs from my residence as required by the agreement. None of these dogs are being kept or maintained at my residence, nor will they be in the future. I am currently keeping three (3) dogs as pets at my residence.


**Affidavit Deborah Lynn Gill-Boyd**  
**Page Two**

4. I affirm that since July 31, 1998, I have not kept more than three (3) dogs at my residence, at 15 Romanoff Court, Baltimore, Maryland, in accordance with the Settlement Agreement.

  
DEBORAH LYNN GILL-BOYD

Subscribed and sworn before me this 20th day of August, 1998.



  
Roberta Marsh  
Notary Public

My Commission Expires on 2/19/99

RECEIVED  
COUNTY BOARD OF APPEALS  
98 MAY 11 PM 2:30

AFFIDAVIT

STATE OF MARYLAND  
BALTIMORE COUNTY, SS:

TO WIT:

I hereby swear upon penalty of perjury that I am currently the  
duly elected President of the Board of Directors of Seven Courts  
Community Association, Inc.

ATTEST:

SEVEN COURTS COMMUNITY  
ASSOCIATION, INC.

Susan M. Wilkens  
Susan M. Wilkens  
Attorney for Association

Thomas J. Gresham  
President

DATE: 5/7/98



SEVEN COURTS COMMUNITY ASSOCIATION, INC.

**WHEREAS:** Article IV, Section 1 of the By-Laws of Seven Courts Community Association, Inc., a copy of which is attached hereto, provides that the affairs of said Association shall be managed by a Board of Directors; and

**WHEREAS,** Article VII, Section 1, Subsection (c) of the aforesaid By-Laws authorizes the Board of Directors of Seven Courts Community Association, Inc. (hereinafter referred to as "the Board") to exercise for the said Association all powers, duties and authority vested in or delegated to the Association and not otherwise reserved to the membership; and

**WHEREAS,** responsibility for review and action on zoning matters involving the Association is not reserved to the membership of the Association by any of the governing documents of the Association; and

**WHEREAS,** Article IV, Section 5 of the attached By-Laws permits the Board to take any action in the absence of a meeting which they could take at a meeting by obtaining the approval of all available directors; and

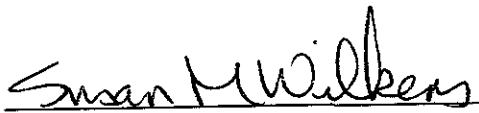
**WHEREAS,** on May 5, 1998, the undersigned Board President obtained the unanimous approval of all available directors, constituting a majority of the Board, to consent to the terms of the Settlement Agreement and Order admitted as Joint Exhibit 1 in the matter of Deborah Lynn Gill-Boyd before the County Board of Appeals for Baltimore County, Case No. 97-586-XA; and it is therefore

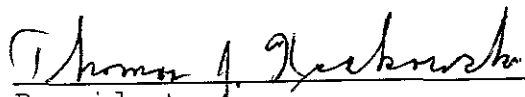
**RESOLVED,** that the position of the Seven Courts Community Association, Inc. on the aforesaid zoning matter is as stated in the previously referred to Settlement Agreement and Order.

**AS WITNESS OUR HANDS AND SEAL THIS** 7 day of May, 1998.

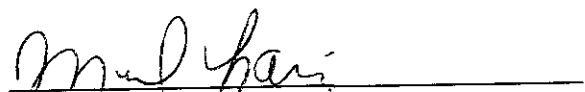
**ATTEST:**

**SEVEN COURTS COMMUNITY ASSOCIATION, INC.**

  
Susan M. Wilkens  
Attorney for Association

  
President

**APPROVED AS TO FORM:**

  
J. Neil Lanzi  
Attorney for Deborah Gill-Boyd

98 MAY 11 PM 2:30  
RECEIVED  
COUNTY BOARD OF APPEALS

SEVEN COURTS COMMUNITY ASSOCIATION, INC.

BY-LAWS

ARTICLE I.

The name of the corporation is SEVEN COURTS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The post office address of the principal office of the Association in this state shall be the address of the elected President of the Association or the duly selected post office box in the post office servicing the Association. Meetings of members and directors may be held at such places within the State of Maryland, County of Baltimore, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to Seven Courts Community Association, Inc., a Maryland corporation, without capital stock, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declarations of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, including any area denoted as "Recreation Area", "Open Space" and streets on amended Plats 1 and 2 and Plats 3, 4 and 5 of "Seven Courts", recorded among the Plat Records of Baltimore County in Plat Books E.H.K., Jr. No. 37 at folio 137, in E.H.K., Jr. No. 38 at folios 113 and 114 and in E.H.K., Jr. No. 40 at folios 99 and 100 as well as any additions or amendments thereto.

Section 4. "Lot" shall mean and refer to any plot of land shown within any recorded subdivision plat of the Properties with the exception of the Common Area. The term "Improved Lot" shall mean a Lot on which a completed dwelling exists.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association under the terms of the Declaration.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or long-term leasehold title to any Lot which is a part of the Properties, but excluding those having such interest as security for the performance of an obligation.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties, dated May 30, 1974 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. No. 5461 at folio together with any additions or amendments thereto.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held within the first two weeks of March in each year if appropriate facilities are available and weather permitting. If appropriate facilities are not available the Board must notify the members sufficiently in advance and endeavor to hold the meeting before the end of March.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by any means at hand, at least fifteen (15) days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV.

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors, consisting of seven (7) directors, who shall hold office until the election of their successors as provided herein.

Section 2. Term of Office. Directors shall be elected for a term of one (1) year. The term of office for the Board shall be April 1 of the elected year to March 31 of the following year.

Any vacancy occurring on the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next meeting of the members of the Association. Any directors elected to fill a vacancy shall serve as such until expiration of the term of the director, the vacancy in whose position he was elected to fill.

Section 3. Removal. Any directors may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any director missing three (3) or more consecutive board meetings shall be considered for termination from directorship and the remaining directors shall have the authority to remove said director from the Board. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the approval of all available directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V.

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by a secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI.

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate public liability and casualty insurance on property owned by the Association;



Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate public liability and casualty insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common area to be maintained and kept in good condition and repair.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a Secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place by end of the second meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one

time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minute of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it

on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX.

##### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X.

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of this Association shall be available

for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI.

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

#### ARTICLE XII.

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SEVEN COURTS COMMUNITY ASSOCIATION, INC.

#### ARTICLE XIII.

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a two-thirds (2/3's) majority of the Board of Directors.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. The Board of Directors shall make no amendments to these By-Laws which are in conflict with the Declaration or Articles of Incorporation, refer to Article 12, Section 3.

ARTICLE XIV.

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. The captions used in these By-Laws are for convenience only and do not in any way limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each gender.

IN WITNESS WHEREOF, we, being all of the directors of the Seven Courts Community Association, Inc., have hereunto set our hands this 16<sup>th</sup> day of March, 1952

WITNESS:

SEVEN COURTS COMMUNITY  
ASSOCIATION, INC.

Donald Bugman  
Lee A. Hammond  
Marge Farrell

[Signature]  
Ronald Myers

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of  
Seven Courts Community Association, Inc., a Maryland  
Corporation, and

THAT the foregoing By-Laws constitute the original  
By-Laws of said Association, as duly adopted at a meeting of  
the Board of Directors hereof, held on the 16<sup>th</sup> day of  
March, 1952

IN WITNESS WHEREOF, I have hereunto subscribed my  
name and affixed the seal of said Association this 16<sup>th</sup> day  
of March, 1952

Lucia H. Command



LAW OFFICES

**WARTZMAN, OMANSKY, BLIBAUM  
SIMONS, STEINBERG, SACHS & SAGAL, P.A.**

THE JEFFERSON BUILDING - SUITE 400  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND 21204

Telephone (410) 823-0110  
FAX (410) 823-8032

PLEASE ADDRESS CORRESPONDENCE TO  
P O Box 6724  
TOWSON, MARYLAND 21285-6724

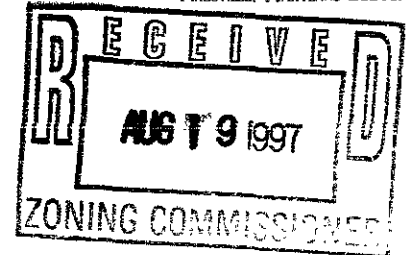
JOSEPH H. OMANSKY  
SAMUEL BLIBAUM  
MICHAEL H. SIMONS  
LEE N. SACHS  
STUART L. SAGAL  
HOWARD CASSIN  
ROBERT J. STEINBERG  
ALVIN J. FILBERT, JR.  
DANIEL W. QUASNEY  
SUSAN D. CAMPBELL  
DEBRA L. WYNNE  
STEVAN G. SIMONS  
GARY S. BLIBAUM

COUNSEL TO THE FIRM  
PAUL WARTZMAN  
OF COUNSEL  
STANLEY I MORSTEIN  
MINDA F. GOLDBERG  
RONALD L. SCHREIBER  
(1934-1980)

SUITE 100  
341 NORTH CALVERT STREET  
BALTIMORE MARYLAND 21202

SUITE 200  
1414 REISTERSTOWN ROAD  
PIKESVILLE, MARYLAND 21208.

August 19, 1997



Baltimore County  
Zoning Commissioner's Office  
401 Bosley Avenue, Room 405  
Towson, MD 21204

ATTN: Deputy Commissioner Kotroco

RE: Deborah L. Gill-Boyd  
15 Romanoff Court  
Case No. 97-586XA  
Hearing Date: 8/12/97

Dear Deputy Commissioner Katroco:

Pursuant to your suggestion, I am writing to summarize the position of Seven Courts Community Association, Inc. and its many individual members with regard to Ms. Gill-Boyd's application for a zoning exception to operate a kennel at the above referenced property. While the community sympathizes with Ms. Gill-Boyd's situation, it is vehemently opposed to her request.

The Applicant's maintenance of eight (8) large German shepherd dogs in and around her small townhouse has substantially interfered with the surrounding neighbors' ability to enjoy their homes. Their numerous complaints relate to the resultant noise, odor, safety concerns, reduced property values, and lot appearance, as well as the welfare of the animals.

Undisputed testimony establishes that the eight (8) dogs regularly bark at people and dogs in the neighborhood. As the Applicant's neighboring townhomes are occupied by families, many of whom have dogs, the obvious conclusion is that the Applicant's dogs bark frequently, to the disruption of the community.

With regard to safety issues, although the eight (8) German shepherds have not yet left the Applicant's townhome or lot area, the possibility certainly exists, and the neighborhood's concern for the safety of their families is well justified. In addition, since all parties agree that the dogs bark when people pass, it follows that community members are prevented from using the common areas behind and beside the Applicant's unit. Certainly, parents have reason to fear the consequences of their children approaching the Applicant's fence, and of particular concern are the four (4) un-neutered males on the property.

The Applicant's many neighbors testified that noxious odors emanate from her property as a result of the dogs. Although she testified that she collects the dogs' solid waste, the Applicant stores some outside her unit and disposes the substantial amount of accumulated waste on only a weekly basis. Photographs and testimony indicate that the small lot surrounding the Applicant's unit is void of grass or ground cover. No doubt, the urine and waste from the eight (8) large dogs result in strong, offensive odors to be endured by the Applicant's neighbors.

Not only does the Applicant's barren lot contribute to foul odors, it is disturbingly unsightly. The neighbors adequately established that they are unable to appreciate their properties, and that they legitimately believe that their homes' values have been reduced due to the issues surrounding the Applicant's dogs. Even if the lot were re-seeded, a lawn is a virtual impossibility unless the dogs are removed.

Last, the dogs are generally housed in the Applicant's basement. In order to maintain a kennel in Baltimore County, the Applicant proffered that (4) acres of land are required. The intention of that regulation is undoubtedly to protect not only the surrounding population, but the welfare of the animals themselves.

While sympathy certainly exists for her, Ms. Gill-Boyd created her current situation. She brought the two adult dogs into her home, elected not to spay or neuter them, permitted them to breed, and chose to keep their six puppies. Her knowing and voluntary actions should not be permitted to adversely impact her neighboring community.



Article X, Section 11 of the Seven Courts Declaration of Covenants, Conditions and Restrictions, which has been received as evidence, states as follows:

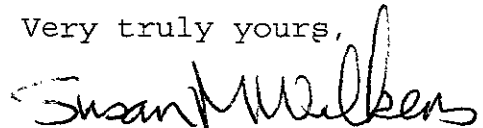
No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Certainly, as described herein and as demonstrated at the recent hearing, the Applicant has violated the governing documents of her community association as well as applicable zoning regulations. Neither the Association documents nor the County regulations suggest that Ms. Gill-Boyd is prohibited from maintaining the animals. Rather, the animals must be maintained somewhere other than in her townhouse.

The Applicant has failed to meet her burden of proving practical difficulty or unreasonable hardship pursuant to Maryland law. To the contrary, authorization of a kennel with no setback will result in substantial injury to the surrounding neighborhood. The community therefore respectfully request that you deny Ms. Gill-Boyd's request for exceptions.

Thank you for your careful consideration in this matter.

Very truly yours,



SUSAN M. WILKENS

cc: Seven Courts Community Association, Inc.  
Newton Williams, Esquire

NORTHWIND ANIMAL HOSPITAL, INC.

10016 HARFORD ROAD  
BALTIMORE, MARYLAND 21234  
Telephone (410) 668-4806

August 10, 1997

DR. SCOTT N. GOUNARIS

To Whom It May Concern, Zoning Commission,

I have been Ms. Debbie Gill-Boyd's veterinarian since I became one in 1982, and have been the veterinarian for her present group of dogs since "General Maximilian" and "Alfalfa Fields" were puppies in the summer of 1995. These two dogs have been cared for in the best possible manner since then as far as proper medical care and also as pet care is concerned.

General Max and Alfalfa had puppies in early January 1996, and six of them were presented to me in February to start puppy vaccination programs and for examinations. Ms. Gill-Boyd has been more than an exemplary owner. Her puppies recieved the full recommended set of vaccinations, dewormings, heartworm prevention; the three female puppies were spayed on July 9, 1996. They have always, along with the mother and father, been presented in a clean, healthy, and "happy" manner. All her dogs are fed properly, have no diseases, are groomed and properly cared for. The health and preventive health care programs have been followed to the letter. All dogs are currently up-to-date on all vaccinations appropriate, and are currently on heartworm prevention. Whenever one gets ill, such as a small bout of diarrhea, etcetera, Ms. Gill-Boyd calls me to see what to do.

In summation, Ms. Gill-Boyd has been as fine an animal and pet owner as one could desire, and better than the vast majority of people I have met over the years. Since these eight dogs have been together since birth, I feel that separation of them would have a negative effect on all the dogs. It is common knowledge that animals growing up together will mourn the loss of their companion pets, whether it is due to death or separation by force. These effects can last for months or longer. This appears to be a case where the sire, dam, and all offspring have been together, and separation would be especially traumatic.

Sincerely,  
Dr. Scott N. Gounaris



**TO WHOM IT MAY CONCERN:**

I/We, Roger Boguski  
are aware that there are more than the permitted number of dogs allowed by Baltimore County zoning on the property of 15 Romanoff Court. We understand that this is a family of dogs consisting of the mother, father and six siblings.

These dogs are contained within a fenced yard and do not stray beyond their boundary. The property is cleaned daily, remains odorless and does not present a health hazard. These dogs do not create undue noise or disturbance within the neighborhood.

I/We have no objection to the issuance of a Special Exception and Kennel License for the use of a small, private kennel personal to Ms. Debbie Gill-Boyd only at 15 Romanoff Court for the sole purpose of retaining the mother, father and litter on that premises for their lives only.

Roger Boguski  
NAME

8/6/97  
DATE

8 ROMANOFF CT  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

**TO WHOM IT MAY CONCERN:**

I/We, Josefina B Eldridge  
are aware that there are more than the permitted number of dogs allowed by Baltimore County zoning on the property of 15 Romanoff Court. We understand that this is a family of dogs consisting of the mother, father and six siblings.

These dogs are contained within a fenced yard and do not stray beyond their boundary. The property is cleaned daily, remains odorless and does not present a health hazard. These dogs do not create undue noise or disturbance within the neighborhood.

I/We have no objection to the issuance of a Special Exception and Kennel License for the use of a small, private kennel personal to Ms. Debbie Gill-Boyd only at 15 Romanoff Court for the sole purpose of retaining the mother, father and litter on that premises for their lives only.

Joie Eldridge  
NAME

8/6/97  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

2 Romanoff Ct. Baltimore  
ADDRESS

(410) 256-0978  
TELEPHONE

**TO WHOM IT MAY CONCERN:**

I/We, KAREN FOLK

are aware that there are more than the permitted number of dogs allowed by Baltimore County zoning on the property of 15 Romanoff Court. We understand that this is a family of dogs consisting of the mother, father and six siblings.

These dogs are contained within a fenced yard and do not stray beyond their boundary. The property is cleaned daily, remains odorless and does not present a health hazard. These dogs do not create undue noise or disturbance within the neighborhood.

I/We have no objection to the issuance of a Special Exception and Kennel License for the use of a small, private kennel personal to Ms. Debbie Gill-Boyd only at 15 Romanoff Court for the sole purpose of retaining the mother, father and litter on that premises for their lives only.

KAREN L. FOLK  
NAME

8-7-97  
DATE

Karen L. Folk  
NAME

8-7-97  
DATE

19 ROMANOFF COURT 21234-8017  
ADDRESS

(410) 529-6719  
TELEPHONE

**TO WHOM IT MAY CONCERN:**

I/We, \_\_\_\_\_  
are aware that there are more than the permitted number of dogs allowed by Baltimore County zoning on the property of 15 Romanoff Court. We understand that this is a family of dogs consisting of the mother, father and six siblings.

These dogs are contained within a fenced yard and do not stray beyond their boundary. The property is cleaned daily, remains odorless and does not present a health hazard. These dogs do not create undue noise or disturbance within the neighborhood.

I/We have no objection to the issuance of a Special Exception and Kennel License for the use of a small, private kennel personal to Ms. Debbie Gill-Boyd only at 15 Romanoff Court for the sole purpose of retaining the mother, father and litter on that premises for their lives only.

Lee Holland  
NAME

8/7/77  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

30 Romanoff Ct  
ADDRESS

\_\_\_\_\_  
TELEPHONE

**TO WHOM IT MAY CONCERN:**

I/We, Joe D. Dixon JR

are aware that there are more than the permitted number of dogs allowed by Baltimore County zoning on the property of 15 Romanoff Court. We understand that this is a family of dogs consisting of the mother, father and six siblings.

These dogs are contained within a fenced yard and do not stray beyond their boundary. The property is cleaned daily, remains odorless and does not present a health hazard. These dogs do not create undue noise or disturbance within the neighborhood.

I/We have no objection to the issuance of a Special Exception and Kennel License for the use of a small, private kennel personal to Ms. Debbie Gill-Boyd only at 15 Romanoff Court for the sole purpose of retaining the mother, father and litter on that premises for their lives only.

Joe D. Dixon JR

NAME

8-7-97

DATE

NAME

DATE

26 Romanoff Ct

ADDRESS

21234

410-256-6874

TELEPHONE



**TO WHOM IT MAY CONCERN:**

I/We, EDWARD KLINE  
are aware that there are more than the permitted number of dogs allowed by Baltimore County zoning on the property of 15 Romanoff Court. We understand that this is a family of dogs consisting of the mother, father and six siblings.

These dogs are contained within a fenced yard and do not stray beyond their boundary. The property is cleaned daily, remains odorless and does not present a health hazard. These dogs do not create undue noise or disturbance within the neighborhood.

I/We have no objection to the issuance of a Special Exception and Kennel License for the use of a small, private kennel personal to Ms. Debbie Gill-Boyd only at 15 Romanoff Court for the sole purpose of retaining the mother, father and litter on that premises for their lives only.

Edward Kline  
NAME

8-7-97  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

13 ROMANOFF CT BALTIMORE, MD 21234  
ADDRESS

410-256-3058  
TELEPHONE

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

Newton Williams  
 Debbie Gill-Boyd  
 William (Matthew) Sawyer  
 Eleanor Bell  
 Pamela L. Schmidt  
 Edward Kline  
 Jeanette Kline  
 Wayne S. Smith, Jr.

502 Wash Ave., 21204  
 15 ROMANOFF CT, 21234  
 Munton Design Corp.  
 2612 Creighton Ave. # 21234  
 7410 Forrest Ave 21234  
 13 Romanoff Ct 21234  
 13 Romanoff Ct. 21234  
 15 Romanoff Ct 21234

PLEASE PRINT CLEARLY

PROTESTANT(S) SIGN-IN SHEET

NAME

ADDRESS

*Roberta Marguerite...*

*P.O. Box 10482, Balto MD 21209*

THOMAS KRPKOWSKI

10 NEVES CT, BALTO. MD 21234

Nancy P. Williams

18 West Orange Ct <sup>Balt, MD</sup> 21234

Cecilia Malkowski

21 West Orange Ct <sup>Balt, MD</sup> 21234

Kathryn L. Tirocchi

19 West Orange Ct

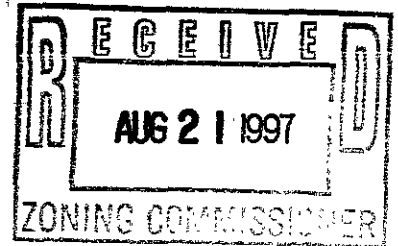
Sharon M. Cardonne

15 West Orange Ct. <sup>Balt MD</sup> 21234



Ms. Debbie Gill-Boyd  
15 Romanoff Court  
Baltimore, MD 21234-8017  
August 18, 1997

Mr. Timothy N, Kotroco  
Deputy Zoning Commissioner  
4th Floor Courts Building  
Towson, MD 21204



Dear Deputy Commissioner Kotroco:

I, Ms. Debbie Gill-Boyd, have resided at 15 Romanoff Court for 16 years since 1981 and have never had any problems with broken glass or rusty nails littering my yard until approximately 15 months ago (5/96). I have never complained to the Association about anyone or anything, never received any complaints, have paid my home owners dues and assessments timely and generally have minded my own business. I have lived completely alone except for my pets from April 1984 until February 1997.

Despite the fact that I have been permanently partially disabled since October 1983, I have maintained full time employment with the Department of Justice, maintained my home, remained active in my church and lived as much of a normal life as possible. I have severe injuries resulting from a near fatal traffic accident, and these severe injuries prohibit me from standing for long periods of time, walking at any length and generally from any strenuous exertion or activity. I require the aid of a cane to ambulate, and sometimes must rely on the support of crutches or a walker. I have serious health problems that have been exacerbated by the stresses induced by some nasty individuals opposed to me keeping my family of dogs. I have been on heart medication since February 1987; and I am also in need of some surgery in the very near future.

Mrs. Zuluski (?) and Mrs. Turocki (?) who appeared and testified against my petition for a special exception and variance for a kennel licence regarding "excessive coughing due to dust clouds" are **BOTH** cigarette smokers and I suggest that they most probably have "smokers cough." Since Mrs. Zuluski seems to be so worried about my dogs and her as yet unborn child, maybe she should also take time to ponder the effects of her and her husbands' smoking on her fetus. Both women were aware since May/June 1996 of my intentions of keeping my "family" together and both of these women verbally supported me in my

endeavor. Neither woman ever directly approached me with complaints or concerns but rather seem to be leading the nasty harassment campaign against my petition. Given that both of these women had to "read" their testimony, I wonder if the truth was just and fully stated by either. The misinformation used to obtain the signatures for the opposition petitions could be construed as libelous, slanderous and defaming in nature to my character and intentions and could result in action against these individuals and the community. Were these petitions prepared by the protestants or the association attorney? Also, Mrs. Turocki is a professional photographer by trade and may have enhanced the unauthorized photographs taken of my property to project the protestants point of view, not to mention the protestants invasion of my privacy. I have been more than accommodating and overly considerate when letting my family of dogs out for exercise, etc. Neither myself nor my family of dogs, have endangered the safety of anyone in the community and the assertion that we have prevented other homeowners from the use and enjoyment of their own property is absolutely ridiculous. Yet, I and my housemate were criticized for utilizing my own picnic table and citronella torches in my own back yard for dinner and card or board games. I am entitled to the same rights, privileges, respect and privacy as all other homeowners. As far as these women being embarrassed to entertain because another homeowner nearby has no grass; I contend the only embarrassment to these protestants is that there is a "cripple" living in their midst. Clearly, the issue here of these protestants is one of so-called socio-economic class.

As to Ms. Wilson's testimony regarding my never walking the dogs, had she known me and of my physical medical condition, she never would have made such an unkind, discriminatory statement. My dogs receive lots of exercise romping and stomping in their large backyard; hence, no grass. Nor do I have to police any other area than my own fenced property. Once the kennel license is issued to me, the harassment of broken glass and rusty nails deliberately littered on the property ceases and safety is no longer an issue, I fully intend to restore my back yard to its original condition and to continue to make improvements to the property I am so very proud of and have called home for the past 16 years.

Since I have been a resident of the Seven Courts Community for 16 years and have paid my dues and assessments timely, the

Community Association is also supposed to be working for me. It was a terrible miscarriage of justice and a conflict of interest for the Association's attorney to represent a few individual protestants and not my interests as my dues pay the attorney's fees as well. The Community Association attorneys are paid by the Association to litigate enforcement of the Community Covenants, none of which am I in violation. In order to change the covenants or do anything outside of the covenants, there is a requirement for 2/3 of all the homeowners approval as evidenced in Article II Section 1, Article IV Section 1 subparagraph d, Article VI Section 3 subparagraph b, Article VI Section 4 and Article VI Section 6 respectively and attached hereto as inclosure 1. These protestants and the current board have taken matters into their own hands in the name of the community without the required approval. Therefore, these protestants should reimburse to the Association the fees incurred by the attorney for the public hearing and for any other work related to my petition. If these individuals needed counsel, they should have sought outside independent sources as did I. Here again is a prime example of a chosen few doing as they wish in the name of the community without community approval. Please refer to the attached newspaper articles as inclosures 2, 3, 4 and 5.

The weekend during which conception of the litter accidentally took place (10/27/95 to 10/29/95), the dam and sire were in the care of my mother Eleanor Gill as I was in charge of the day before preparations, the decorating and running of and then next day clean-up for my church's Halloween dance. (From 1988 until 1996 I was instrumental in promoting young adult ministry at the parish, regional and Archdiocesan levels in this Archdiocese.) I am a Catholic; therefore, aborting the dam's fetuses was not an option for me. I have more than proven beyond any doubt that I am a responsible pet owner as evidenced by the letter submitted by my veterinarian Dr. Scott N. Gounaris and by the testimonies of Mr. Ed Kline and Mr. Wayne D. Swindle, Jr. I helped the dam to birth this litter, remove the sacks and to aspirate the pups in their first precious moments of life. I very much love my family of dogs and they return the intense affection. If they could speak, I'm sure that each one in turn (Max, Alfie, Noelle, Nicholas, Kris, Joyeux, Kringle and Bethlehem) would tell you that separation of this "family" would be devastating to all of us. I am not financially able to relocate nor do I wish to do so. The area is a convenient

commuting distance to my place of employment, my church, my sole relative - my mother who resides in the Parkville area and to shopping and medical needs. I do not intend to build a kennel run or any other type of accommodations for my family of dogs or alter in any way the exterior of my home. I do not intend to run a business, wish to board, breed or show dogs or to take in any other dogs. My only intention for the issuance of a kennel license is to maintain my current "family" of dogs for their natural lives.

Since the hearing on Tuesday August 12, 1997, the harassment, discrimination and violation of my civil rights has continued and is now inclusive of the Kline's and Mr. Swindle who appeared on my behalf. Deliberate teasing of the dogs to entice them to bark, other excrement in the yard after the dogs have gone inside and the yard has been thoroughly policed and vandalism to Mr. Swindle's cab are a few examples. I deserve the protection of the law and the rights of individual ownership to live peacefully and without incident with my "family" of dogs at my present residence. I have expended a considerable amount of time, energy and resources in pursuit of this petition to keep my family of dogs.

Considering all the facts and testimony rendered, I firmly believe the only appropriate resolution to this matter is to grant my petition for special exception and variance for the issuance of a kennel license and respectfully pray this Commission to do so.

Respectfully submitted,



MS. DEBBIE GILL-BOYD  
Petitioner

Inclosures  
as stated

H96598

*[Handwritten signature]*

:pmo  
3/74  
-01

SEVEN COURTS DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

✓ THIS DECLARATION made this *30<sup>th</sup>* day of *May*, 1974, by HERBERT KISHTER, a resident of Baltimore County, Maryland, t/a Seven Courts Development Company, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain land located in the 11th Election District of Baltimore County, Maryland and being more particularly shown on Plats 1, 2 and 3 of "Seven Courts", recorded among the Plat Records of Baltimore County in Liber E.H.K. Jr. No. 37, folio 134; and 135, 136, 137

WHEREAS, Declarant desires to convey the said land, or parts thereof, and improvements thereon subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the aforesaid land and any improvements now or hereafter erected thereon shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing the value, desirability and attractiveness of said properties. Said easements, restrictions, covenants and conditions, and all charges and liens created or imposed pursuant hereto, shall run with the land and shall be binding upon all persons hereafter having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner of any part thereof.



DHF:pmo  
2:5/30/74  
202Ct-01

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Seven Courts Association, Inc., a Maryland corporation without capital stock, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, including any area denoted as "Recreation Area" on the aforesaid record plats.

Section 4. "Lot" shall mean and refer to any plot of land shown within any recorded subdivision plat of the Properties with the exception of the Common Area, and shall include any condominium unit, unless otherwise expressed. The term "improved Lot" shall mean a Lot on which a completed dwelling exists.

Section 5. "Unit" shall mean and refer to any condominium unit in any horizontal property regime on the Properties.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest as security for the performance of an obligation.

DHF:pmo  
5/28/74  
202-03

Section 8. "Declarant" shall mean and refer to Herbert Kishter, his personal representatives and his successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within five (5) years of the date of incorporation of the Association, the Declarant should develop additional lands within the area shown on the Development Plan for Seven Courts approved by Baltimore County, Maryland,

:pmo  
8/74  
-04

or contiguous thereto such additional lands may be annexed to said Properties without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plat submitted to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") with the processing papers for the first section. For any additional land not shown on the general plat, development shall be similar in nature to that shown on the general plat. Detailed plans for the development of additional lands must be approved by the FHA and/or the VA prior to such development if the Declarant desires to make FHA and/or VA financing available to buyers of homes on said additional lands. As used herein, the word "contiguous" shall include land separated from the Properties only by an easement or right of way.

### ARTICLE III

#### MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, except for owners of condominium units. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of any obligation. No owner shall have more than one membership for each lot owned as described above. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

:pmo  
8/74  
-05

Section 2. Declarant intends to develop portions of the Properties under the condominium form of ownership, pursuant to which the condominium unit owners shall be the members of a council of co-owners. Declarants present intention is to utilize the condominium form of ownership for Parcels E and F on Plat 1, and Parcels D and E on Plat 2. Said council shall be responsible for certain aspects of the management and operation of the condominium regime, as provided by Article 21, Title 11, of the Annotated Code of Maryland (1973 Repl. Vol.), as amended from time to time. In order to coordinate the operation of said condominium regime with the operation of the remainder of Declarant's development of the Properties, the council of co-owners of the condominium regime shall be a special Class A member of the Association. The owners of individual condominium units shall have only a derivative membership in the Association, and shall not be entitled to vote as members of the Association. By virtue of their derivation membership, each condominium unit owner shall be entitled to all rights and privileges hereinafter conferred upon Class A members, except for the right to vote and to receive notices.

#### ARTICLE IV

#### VOTING RIGHTS

The Corporation shall have two classes of voting membership:

(a) Class A. Class A members shall be all those owners with the exception of condominium unit owners and the Declarant. Class A members shall be entitled to one vote for

pmo  
1/74  
06

each lot in which they hold the interest. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The council of co-owners of any condominium regime on the Properties shall be a special Class A member, having one vote for each condominium unit occupied.

(b) Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each unsold Lot and Unit owned by it. The Class B membership applicable to the Properties (as constituted at the time of occurrence of the earlier of the two hereinafter referenced events) shall cease and automatically be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership; or

(b) on December 31, 1978, which date shall be subject to extension until the date on which 75% of the dwelling units proposed to be constructed on the Properties have been completed and transferred to Class A Members.

#### ARTICLE V

##### PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to

DIIF:pmo  
5/28/74  
202-07

the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than

:pmo  
8/74  
-08

thirty (30) days nor more than sixty (60) days in advance;  
and

(e) the right of the individual member to the exclusive use of parking spaces as set aside for parking.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 3. Title to the Common Area. The Declarant hereby covenants for himself, his heirs and assigns, that he will convey fee simple title to the Common Area to the Association, free and clear of any superior encumbrances and liens, but subject to easements, covenants and conditions herein or recorded prior hereto and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the Properties.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of automobile parking spaces, which shall be as near and convenient of said Lot as reasonably possible, together with the right of ingress and egress in and upon parking areas. The Development Plan for the Properties will provide an average of two (2) parking spaces for each Lot.

ARTICLE VI.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within

DHF:pmo  
5/28/74  
202-09

the Properties, hereby covenants, and each Owner of any Lot (whether in fee or leasehold) by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. With respect to each Unit the Association may collect the assessment directly from the Unit Owner or may look to the condominium council of co-owners to collect the same and pay it over to the Association. Notwithstanding the foregoing, no Lot owned by the Class B Member shall be subject to any assessment so long as the Lot is unimproved or any improvements thereon have not been completed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties (including administrative and overhead expense) and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.



DHF:pmo  
2:5/30/74  
202Ct-02

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner other than Declarant, the maximum annual assessment shall be three hundred dollars (\$300.00) per Lot or Unit; except that the maximum annual assessment for each improved Lot or completed Unit owned by the Declarant shall at all times be ten percent (10%) of the maximum annual assessment applicable to Class A Members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner other than Declarant, the maximum annual assessment applicable to each Lot and Unit may be increased not more than the "Maximum Percentage" (as defined below) above the maximum annual assessment applicable to each such Lot or Living Unit for the previous month without a vote of the membership. The "Maximum Percentage" for any year shall be the greater of (i) three percent (3%) or (ii) two percent (2%) above the percentage of increase in the Consumer Price Index (1967=100), All Items, Baltimore; as published by the Bureau of Labor Statistics of the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted therefor such other comparable index as may be furnished by the United States Government for Baltimore.)

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner other than Declarant, the maximum annual assessment applicable to each Lot and Unit may be increased more than the

DHF:pmo  
5/28/74  
202A-01

"Maximum Percentage", above the maximum annual assessment by affirmative vote of two-thirds (2/3) of those members who are voting in person or by proxy at a meeting duly called for this purpose; provided, however, that no increase under this paragraph (b) shall be made prior to the expiration of three (3) years from the preceding increase under this paragraph (b).

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual assessment permitted.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Both annual and special assessments must be fixed at a uniform rate for all Lots and Units in accordance with Section 3 above, and may be collected on a monthly or less frequent basis as the Board of Directors may determine.

HF:pmo  
/28/74  
J2A-02

Section 6. Quorum for any Action Authorized Under Sections 3 & 4. At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots owned by Class A Members and all Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. The assessment shall

DHF:pmo  
5/28/74  
202A-03

bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, or dissatisfaction with service, construction or other matters.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall distinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) any Lot owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Maryland, unless such Lot is used for dwelling purposes.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the

DHF:pmo  
5/28/74  
202A-04

homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall by appurtenant to the land and shall pass to such Owner's successors in title.

DHF:pmo  
5/28/74  
202A-05

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and a binding decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, wherein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography of the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board; provided, however, that any owner may erect a privacy screening wall for a distance of not more than ten feet (10') along the side boundaries of the rear yard of his Lot. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to the Class B Member.

ARTICLE IX

SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair which is caused through the willful or

HF:pmo  
/28/74  
02A-06

negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The costs of such maintenance or repair shall be added to and become a part of the assessment to which such Owner's Lot is subject. The Board of Directors, through its officers or agents, shall have the right to enter upon such Lot to perform maintenance or repairs, without incurring any liability therefor.

#### ARTICLE X

##### USE RESTRICTIONS

Section 1. No property shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office, trailers and/or compound during the construction and sales period.

Section 2. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, back fence, hedge, screen, barn, walls or other structure shall be allowed, constructed or altered upon any Lot or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. No structure built upon any Lot shall have any part of the exterior (including front door and trim) painted unless the proposed color thereof has been approved by the said Architectural Control Committee.

HF:pno  
/28/74  
02A-07

Section 3. No fence, wall or walls or other similar type structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. No fence, wall, hedge or shrub over three feet high shall be allowed to be erected, planted or constructed upon any Lot which is located at the intersection of two streets; the purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven feet (7') for use in rear of dwellings only) shall be allowed upon any Lot. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 a.m. and 6 p.m.

Section 6. Storm doors shall be either wood (in which case the same shall be painted the color of the door or trim), or anodized aluminum.

Section 7. No dwelling shall be permitted upon any Lot having a ground floor area of less than 400 square feet in case of a dwelling consisting of two stories, or 800 square feet in case of a dwelling consisting of one story.

Section 8. No roof-top television antenna shall be permitted. Such antennas will be permitted for amateur radio activities exclusively. Any resident wishing to install such an antenna must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height and configuration of the equipment. The applicant shall also present affidavits from all Lot owners within two hundred feet (200 ft.) of h's Lot stating that they have no objections to such installation.



DHF:pmo  
5/28/74  
202A-08

Section 9. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas for more than twenty-four (24) hours provided, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 10. No vehicles (including trailers and campers), except as may be classified as passenger cars or station wagons, shall be regularly parked in residential areas.

Section 11. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12: During the construction and sales period no signs may be displayed except those erected by Declarant. Thereafter, no signs exceeding two square feet shall be displayed.

Section 13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 14. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

DHF:pmo  
5/28/74  
202A-09

## ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plats of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easement may contain rights of ingress and egress. The Declarant shall have rights of ingress and egress to all Lots in a section until one (1) year after the completion of all units in such section for purposes of correcting drainage and other construction problems that may have occurred.

## ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

DHF:pmo  
5/28/74  
202A-10

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. So long as there is a Class B Member of the Association, this Declaration may not be amended, nor may any additional restrictions or controls be imposed upon the Properties or any part thereof, without the consent of the Class B Member.

Section 4. FHA/VA Approval. As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties (if Declarant elects to make FHA or VA financing available in said additional properties), dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean a deed of trust where such security instrument is used in lieu of or instead of a mortgage.

FIRST AMENDMENT TO SEVEN COURTS DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION made this 17<sup>th</sup> day of <sup>Dec</sup> November, 1977, by Herbert Kishter, a resident of Baltimore County, Maryland, individually, trading as Seven Courts Development Company and as a partner of Seven Courts Partnership, a Maryland general partnership composed of Oldline Company and Herbert Kishter, hereinafter referred to as "Declarant".

WHEREAS, the Declarant while trading as "Seven Courts Development Company" recorded among the Land Records of Baltimore County in Liber 5461 at folio 143 an instrument entitled "Seven Courts Declaration of Covenants, Conditions and Restrictions" dated May 30, 1974 ("Declaration"); and

WHEREAS, Declarant desired to subject the property described in the Declaration to certain protective covenants, conditions, restrictions, reservations, liens and charges as therein set forth; and

WHEREAS, Declarant has discovered that the Declaration inadvertently contained certain typographical errors and certain provisions not in accordance with the Articles of Incorporation of Seven Courts Community Association, Inc. as filed with the State Department of Assessments and Taxation of Maryland on June 19, 1974, and recorded among the Corporate Records of Baltimore County in Liber 145, folio 873, which conflicts Declarant hereby desires to correct; and

WHEREAS, Declarant, in an effort to correct certain additional typographical errors in the Declaration, recorded among the said Land Records in Liber 5795 at folio 521, an instrument entitled "Confirmatory Declaration of Covenants, Conditions and Restrictions Seven Courts", dated August 25, 1977; and

TRANSFER TAX NOT REQUIRED

Walter R. E. Davidson

Notary Public

Per: *Herbert Kishter*

12-3-77 Authenticated by *Walter R. E. Davidson*

WHEREAS, there were typographical errors in the aforementioned Confirmatory Declaration, and it is the intention of these presents to correct such errors; and,

WHEREAS, under Article XII, Section 3 of the Declaration, the covenants and restrictions in the Declaration may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners as defined therein.

NOW, THEREFORE, the Declarant for himself and as partner on behalf of Seven Courts Partnership being the owner of seventy-eight percent (78%) of the lots affected by the Declaration hereby amends the Declaration in the following respects:

1. In Article I, Section 1, line 2, after the word "Courts", insert the word "Community".

2. In Article I, Section 7, line 2, after the words "fee simple", insert the words "or long term leasehold".

3. In Article IV(b) the subparagraphs are to be denominated "(i)" instead of "(a)" and "(ii)" instead of "(b)". In the subparagraph newly denominated (ii), in lines 1 and 2, delete the words "subject to extension" and insert the words "automatically extended".

4. "Article VI, Covenants for Maintenance Assessments, Section 9, Subordination of the Lien to Mortgages" is hereby amended to read:

"Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment

thereof which became due prior to such sale or transfer but shall not relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof."

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal on the day and year first above written.

WITNESS:

[Signature]

[Signature] (SEAL)  
HERBERT KISHTER, personally  
and as Partner of Seven Courts  
Partnership

GUNPOWDER FALLS CONSTRUCTION COMPANY, INC., a Maryland Corporation, being the owner of fourteen percent (14%) of the lots affected by the Declaration joins herein for the purpose of evidencing its consent to the foregoing First Amendment to the Declaration.

ATTEST:

GUNPOWDER FALLS CONSTRUCTION  
COMPANY, INC.

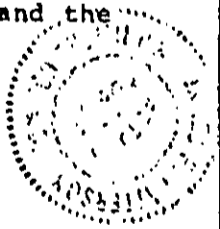
[Signature]

BY: [Signature] VP.

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of December, 1977, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared HERBERT KISHTER, and he acknowledged the foregoing Declaration to be his act and the act of the said partnership.

AS WITNESS, my hand and Notarial Seal.



[Signature]  
Notary Public

My Commission Expires:  
July 1, 1978



H96398

*E. H. K.*

LIBER 5957 PAGE 868

CONFIRMATORY SUPPLEMENTAL DECLARATION  
SUBJECTING ADDITIONAL LAND TO SEVEN COURTS  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS CONFIRMATORY SUPPLEMENTAL DECLARATION SUBJECTING  
ADDITIONAL LAND TO SEVEN COURTS DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS is made this 13<sup>th</sup> day of November, 1978, by HERBERT  
KISHTER, a resident of Baltimore County, Maryland, individually, and  
trading as Seven Courts Development Company and as a partner of Seven  
Courts Partnership, a Maryland general partnership, composed of Oldline  
Company and Herbert Kishter, hereinafter collectively referred to as  
"Declarant".

WHEREAS, by Declaration of Covenants, Conditions and Restric-  
tions, dated May 30, 1974 and recorded among the Land Records of  
Baltimore County, Maryland in Liber 5461, at folio 143, as confirmed by  
an instrument titled Confirmatory Declaration of Covenants, Conditions  
and Restrictions of Seven Courts, dated August 25, 1977 and recorded in  
the aforesaid Land Records in Liber 5795, at folio 521, and as amended  
by that certain First Amendment to Seven Courts Declaration of Covenants,  
Conditions and Restrictions dated December 1, 1977 and recorded among  
the aforesaid Land Records in Liber 5833, at folio 583 (hereinafter  
collectively referred to as the "Declaration") Declarant subjected certain  
lands in Baltimore County, hereinafter described, to said covenants,  
conditions and restrictions; and

WHEREAS, the Declaration set up the Seven Courts Association,  
Inc., a Maryland nonstock corporation, which was incorporated as and is  
now known as Seven Courts Community Association, Inc. (the "Association")  
to be made up of Class A members which term is defined as every person or  
entity who or which is a record owner of a fee interest in any lot as  
shown on any recorded Subdivision Plat of Seven Courts and the Class B  
member who is defined as the Declarant; and

WHEREAS, by the Declaration, Declarant subjected all the land

TRANSFER TAX NOT REQUIRED  
Walter R. Richardson  
Director of Finance  
BALTIMORE COUNTY, MARYLAND  
Per: *Roxie S. Di Luca*  
11-14-78 Authorized Signature *Roxie S. Di Luca*



shown on Plats 1, 2 and 3 of Seven Courts, recorded among the Plat Records of Baltimore County, Maryland in Liber E.H.K., Jr. No. 37, at folios 134, 135, 136 and 137, to the operation and effect of the Declaration, reserving unto himself the right to annex to the Properties described in the Declaration, without the consent of any of the Class A members of the Association, any additional lands within the area shown on the Development Plan for Seven Courts approved by Baltimore County, Maryland, dated July 3, 1974 or contiguous thereto; and

WHEREAS, by the recording of Subdivision Plat 4 of Seven Courts dated June 14, 1974 among the Plat Records of Baltimore County in Liber E.H.K., Jr. No. 38, at folio 113 on July 14, 1975 (as revised by Plat recorded among the aforesaid Plat Records on August 4, 1977 in Liber E.H.K., Jr. No. 41, at folio 111), Subdivision Plat 5 of Seven Courts dated June 14, 1974 and recorded among the aforesaid Plat Records on July 14, 1975 in Liber E.H.K., Jr. No. 38, at folio 114 (as revised by Plat recorded among the aforesaid Plat Records in Liber E.H.K., Jr. No. 41, at folio 112) and Subdivision Plat 6 of Seven Courts recorded among the aforesaid Plat Records in Liber E.H.K., Jr. No. 41, at folio 25 (as revised by Plat recorded on August 4, 1977 in the aforesaid Plat Records in Liber E.H.K., Jr. No. 41, at folio 113), in accordance with Article II, Section 2 of the Declaration, Declarant intended to and did annex the additional lands within the area shown on the Development Plan or contiguous thereto, as evidenced on the aforesaid Plats 4, 5 and 6 of Seven Courts as revised; and

WHEREAS, by Deeds dated March 17, 1977 and May 11, 1978, said Deeds recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5735 at folio 526 and Liber E.H.K., Jr. No. 5887, at folio 292, respectively, Declarant conveyed to the Association all of the land shown on the six Subdivision Plats, including all Open Space designated thereon and the beds of all streets shown thereon, saving and excepting therefrom all of the numbered lots shown on said Subdivision Plats; and

WHEREAS, Declarant b, these presents merely desires and intends to confirm and record the fact that all of the lands shown on the aforesaid Subdivision Plats 4, 5 and 6 of Seven Courts, as revised, have been annexed and placed within the jurisdiction of the Association.

NOW, THEREFORE, THIS CONFIRMATORY SUPPLEMENTAL DECLARATION

WITNESSETH:

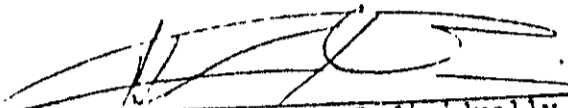
1. That in exercise of the right and privilege reserved unto Declarant under Article II, Section 2 of the Declaration, for himself and his respective successors and assigns, Declarant does hereby declare and confirm that all of the lands included on the three Subdivision Plats of Seven Courts recorded as aforesaid in Plat Books E.H.K., Jr. No. 38, at folios 113 (Plat 4) and 114 (Plat 5) and E.H.K., Jr. No. 41, at folio 25 (Plat 6), as all have been revised, including all Open Spaces designated thereon and the beds of all streets shown thereon, were, as of the date of initially recording said Subdivision Plats, and, the same hereby, are added to the Properties heretofore subjected to the Declaration and brought within the jurisdiction of the Association, to the end and intent that the said lands be deemed encompassed by the definition of the term "Properties" as set forth in Section 2 of Article I of the Declaration. Accordingly, the said properties as shown on the aforesaid Subdivision Plats have been held and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions imposed by the Declaration, as fully and to the same extent as though said lands and premises had been described in and subjected to the Declaration in the first instance, so that said easements, restrictions, covenants and conditions which are for the purposes of protecting the value and desirability of the real property, shall run with said real property and be binding on all parties having any right, title or interest in the Properties described herein and in the Declaration, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

benefit of each owner thereof.

2. The recitals of fact set forth at the beginning of this Confirmatory Supplemental Declaration are not merely prefatory, but are expressly made a part of this Confirmatory Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal on the day and year first above written.

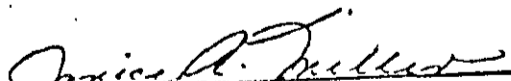
WITNESS:

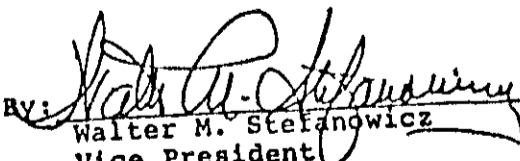
  (SEAL)  
 HERBERT KISHTER, Individually  
 and as Partner of Seven Courts  
 Partnership

GUNPOWDER FALLS CONSTRUCTION COMPANY, INC., a Maryland corporation, being, by virtue of a Deed dated December 1, 1977 and recorded among the aforesaid Land Records in Liber 5833, at folio 587, owner of Lots 159 - 204 on Plat 5 of Seven Courts, as revised, which Lots were conveyed to Gunpowder Falls Construction Company, Inc. by Seven Courts Partnership pursuant to that certain Contract of Sale between Seven Courts Partnership and Gunpowder Falls Construction Company, Inc. dated January 27, 1977, as amended, joins herein for the purpose of acknowledging that said Contract of Sale stipulated that each of the aforesaid Lots on Revised Plat 5 was conveyed to it subject to the operation and effect of the Declaration and to acknowledge that the aforesaid Lots were annexed by the Declarant and placed within the jurisdiction of the Association by the recordation as aforesaid of Subdivision Plat 5 of Seven Courts among the Plat Records of Baltimore County, Maryland.

ATTEST:

 GUNPOWDER FALLS CONSTRUCTION  
 COMPANY, INC.

  
 Assistant Secretary

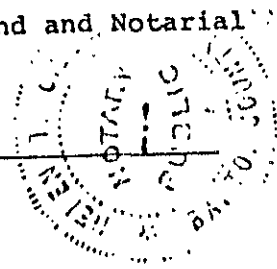
By:  (SEAL)  
 Walter M. Stefanowicz  
 Vice President

STATE OF MARYLAND )  
 ) to wit:  
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this <sup>4th</sup> 13<sup>th</sup> day of November, 1978, before me, a Notary Public for the County and State aforesaid, personally appeared HERBERT KISHTER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and he acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

*Herbert Kishter*  
Notary Public



My Commission expires:  
July 1, 1982

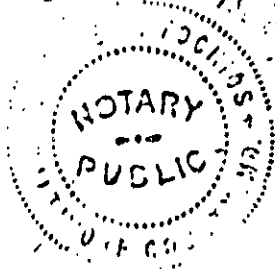
STATE OF MARYLAND )  
 ) to wit:  
COUNTY OF BALTIMORE )

I HEREBY CERTIFY that on this <sup>14th</sup> day of November, 1978, before me, a Notary Public for the County and State aforesaid, personally appeared WALTER M. STEFANOWICZ, who acknowledged himself to be the Vice President of GUNPOWDER FALLS CONSTRUCTION COMPANY, INC., a Maryland corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

*Walter M. Stefanowicz*  
Notary Public

0002\*\*\* My Commission expires:

July 1, 1982



Rec'd for record NOV 14 1978 at <sup>9:55</sup> PM  
Per Elmer H. Kahlne, Jr., Clerk  
Mail to Wahlberg & Green  
Receipt No.                      \$ 20.00

COMMEMORATORY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SEVEN COURTS

THIS COMMEMORATORY DECLARATION made this 25<sup>th</sup> day of August, 1977, by Herbert Vishter, hereinafter referred to as "Declarant" and

WHEREAS, the Declarant recorded among the Land Records of Baltimore County in Liber 5461 folio 143 an instrument entitled "Seven Courts Declaration of Covenants, Conditions and Restrictions" dated May 30, 1974; and

WHEREAS, Declarant desired to subject the property described in the aforementioned Declaration to certain protective covenants, conditions, restrictions, reservations, liens and charges as therein set forth; and

WHEREAS, there were typographical errors in the aforementioned Declaration, and it is the intention of these presence to correct such error:

NOW, WHEREFORE, the Declarant hereby declares that Article VI, Covenants for Maintenance Assessments, Section 9, Subordination of the Lien to Mortgages" is hereby amended to read:

"Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien or any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, this sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer and shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof."

TRANSFER TAX NOT REQUIRED

Walter H. Richardson

Director of Finance

BALTIMORE COUNTY, MARYLAND

Per: \_\_\_\_\_

Authorized Signature

12-5375 12-5375 11-62 80  
12-5375 12-5375 11-62 80

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal on the day and year first above written.

WITNESS:

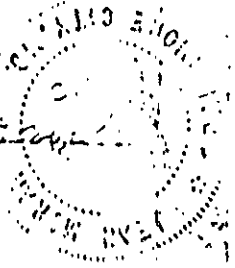
Jane Moran

Herbert V. Smith  
Herbert V. Smith, t/a Seven  
Courts Development Company

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of August, 1977, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared HERBERT V. SMITH, and he acknowledged the foregoing Declaration to be his act.

AS WITNESS my hand and Notarial Seal.

Herbert V. Smith  
NOTARY PUBLIC  


My Commission Expires: 7/1/78

Rec'd for record AUG 29 1977 at 9:02A M  
Per Elmer H. Kahline, Jr., Clerk  
Mail to Atlantic Title Co.  
Receipt No. \_\_\_\_\_ \$ 7.00

# THE Perry Hall & Parkville AVENUE

Vol. 5 No. 19      Serving the Communities of NorthEast Baltimore County since 1993      Priceless  
 2 Sections 28 Pages      With a Weekly Audited Circulation of 40,000      July 23, 1997

## Seven Courts meeting draws divergent views

Businessman with offer to pay for new playground turned away

By Jeffrey Greenebaum

Last Wednesday's meeting of the Seven Courts Community Association brought, at times, heated debate from residents of the 368-town-home community on many topics.

About 40 men and women gathered in Perry Hall Presbyterian Church to discuss issues ranging from parking to speed bumps; but, for many attending the meeting, the issue of consequence was the June dismantling of the neighborhood playground.

The 16-year-old equipment had been removed, said the community board, because of its poor condition and the loss of liability insurance.

Not all who came to the meeting were allowed full access, however, as members of the Association weren't allowing certain people into the closed-door session.

"Why aren't we welcome?" asked Richard Huffman, president of Enchanted Childcare. "I'm here to make a charitable donation for the community, and they shut the door in my face." Huffman spoke to a few Seven Courts residents outside of the church, but left shortly thereafter. He had come to attend the meeting with Cyndy Byrne, an Enchanted Childcare executive, to discuss his willingness to pay for replacement of the play equipment and help from Enchanted Childcare in its future maintenance.

Huffman was surprised to find that the Association wouldn't allow him into the meeting room. The board had designated the meeting as closed to non-residents. Apparently, the board had not been officially informed that Huffman was coming, and hadn't invited him.

They had asked for Huffman's name and number when he arrived telling him he would be called later. Huffman refused this offer, however, later saying, "They told me that, 'When the job goes out for a bid, we'll let you know.'" The businessman said, "We aren't here to bid

or to take, we are here to donate."

For Holly Schmidt, former community association board member, the meeting almost ended before it began. Upset at the "general atmosphere," the Seven Courts resident and playground advocate walked out. But, as Schmidt left her seat and exited the building, she was followed and asked to return by Association Board President Tom Krakowski.

Schmidt eventually did return, but only after going home to retrieve the community's articles of incorporation and bylaws. She was looking to see if meetings had to be open to the public, as, she says, they had been when she was on the board. She eventually reentered the meeting room.

Krakowski maintained, later in the meeting, that he was perfectly within his rights in the matter. "The reason he [Huffman] was asked to leave was he was not invited," he said. "I was the one who asked him to leave, because he was not invited."

The Avenue has learned that Huffman will be invited to the next meeting of the community association, scheduled for August 13.

When the playground issue was brought up, Krakowski and other community association members explained the reasoning for the board's decision to remove the equipment. Krakowski explained, "We knew it was in disrepair." When the board received word that liability

insurance would be canceled because of hazards, said Krakowski, "At that time we decided to have it dismantled."

Broken beer bottles at the play site had been the major hazard mentioned. Community members said they were uncomfortable that teens used the site, late at night, as a hang-out. Parts of the community were concerned with teenagers, who apparently gathered at the playground at night, leaving broken glass and other trash behind, and making it unsafe for children, residents claim.

Krakowski said that he disliked the "anti-kid" label that had been aimed at the community association. "We were afraid the kids were going to get hurt," Krakowski noted.

Bobbi Marques, who handles the communal property for Seven Courts, echoed that other reasons than insurance played a role in the decision—and suggested that insurance wasn't the critical factor. "We can get insurance if we want, obviously," she said. "We had it before."

The board made it clear that it had not decided what should be done with the land that once held the playground, and that community proposals for its use would be welcome. Everything would be on the table, said the board, even building a new playground.

A sub-committee was set up which would tackle the issue of rebuilding it.

(See Seven, page 3A)

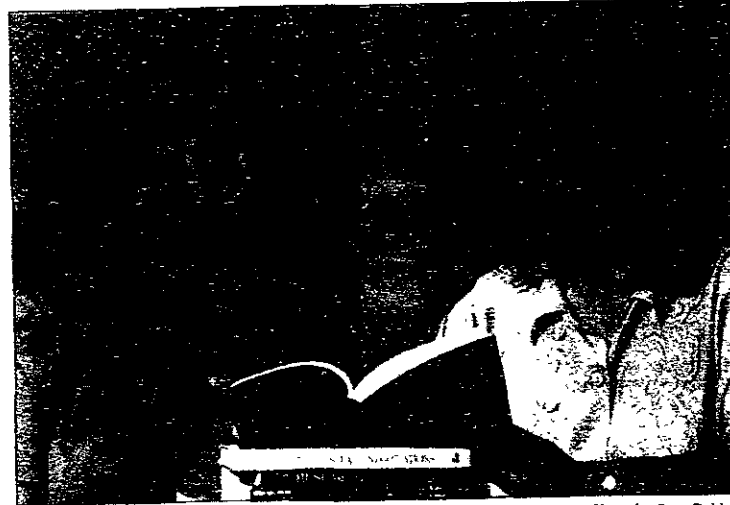


Photo by Greg Dohler

Job developer and counselor Rosa Ilardo (right) talks with client Lisa Howell at Turning Point's office.

## Helping women help themselves

ECC program assists women at a 'Turning Point' in their lives

By Jeffrey Greenebaum

Rosa Ilardo is a job developer and Lois O'Brien a counselor for a little vaunted, but remarkable, program based at Essex Community College. The program is called Turning Point, and it focuses on bringing people back into the workforce who haven't been there for many a year.

"The service is for people in transition," said O'Brien. "They are looking for new directions in their lives." Turning Point mostly helps women, many of them coming out of long-term marriages.

Now these women find themselves alone, without what they consider to be marketable skills, and often very insecure about their futures.

Ilardo said that some of the women are extremely insecure. "You can tell by the way they present themselves that they have little self-esteem, little self-worth—they say they have nothing to give." That is where Turning Point steps in, and tells them that they do have a contribution to make, and a life to enjoy. "We have to show them their specialness, their uniqueness," said Ilardo.

Support groups, job placement services, self-esteem workshops, and help with study skills assist the Turning

(See Turning, page 2A)

## Planning Board sends Council 3 raceway options

Recent meeting saw Perry Hall resident, board member, question wisdom of hasty recommendations

By Jeffrey Greenebaum

Plans to build a motorsports facility in Middle River would be taken off the fast-track if Perry Hall resident and Baltimore County Planning Board member Robert Hess had his way.

The Board is charged with suggesting to the County Council zoning options for such a facility. Currently, no zoning law exists to even accommodate such a project.

At a July 17 meeting of the Board, members voted to send three zoning options to the County Council. Of these, the quickest process would be to grant a special exemption to zoning requirements for the race track.

Planned Urban Development (PUD) is another option suggested by the Planning Board. The final option is the District Overlay process, which would be the most laborious of them all. According to Hess, "In District Overlay, the process is more complicated—the review is more intense." Both District Overlay and PUD process would require lengthier hearings and incorporate more public input than a zoning exemption.

The Board was considering sending all three to the County Council as options.

At one point in the meeting, however, Hess made a motion to table any recommendation until the Board's next meeting in September. This, he argued, would

allow the Board to make an intelligent, well-thought-out recommendation to the Council, rather than hastily "passing the buck" back to the Council.

Reacting to Hess's motion, Middle River Racing Association (MRRA) attorney John Gontrum told the board that timing is crucial when putting together a project as large as the speedway, and that lengthy delay could jeopardize it.

Gontrum further said that studies on environmental and traffic impacts could be completed soon, which would give concrete data on how the track can be built and operated with the least obstruction to local residents.

Gontrum said that the track would be phased into full use slowly, so that traffic problems could be analyzed and corrected as much as possible. The extension of Route 43 would eventually alleviate a lot of problems, he said.

After some discussion on the matter, Hess realized he didn't have the votes to support the delaying motion, so removed it from the floor.

Now it is up to the County Council to decide which of the Planning Board's

(See Speedway page 4A)

Don't miss these inserts in this week's PH/P AVENUE

ENCLOSURE 2

## Seven

(continued from page 1A)

headed by community resident Janice Richardson.

Krakowski opened the floor to members, who voiced opinions on the issue. A voice in support of the board's action came from a woman who recently moved to the community and found her car spray painted one morning. She felt that the playground was a meeting place for teens that came from outside the community, and that these teens were to blame for vandalism.

Another voice in support of the board's original decision was resident Doug Blimline. During a break in the meeting, Blimline had told The Avenue, "Seven Courts was originally an older community." He explained that the demographic had been changing over the years, and that the nearby elementary school and a senior center draw differ-

ent sorts of residents.

It became apparent that divisions in Seven Courts did not just center on age, however. Geography also played a role. "My kids can't cross the street to use it," Association Treasurer Steve Boyd said. Traffic, he explained, didn't allow his kids to cross the street to Plantagenet Circle, where the playground had been located.

Blimline commented during the meeting, "I didn't grow up with a playground." He said that the kids should use their imaginations more, and play in the woods as he had when he was a boy. He went on to say that the playground had been a "safety hazard when it was up." Blimline also voiced concern over the expense imposed on him through his community fees. "I don't have any children," he said. "Let them put the money together to pay for it as parents—as parents, not as a community."

Brian Richardson recommended building two playgrounds, one on each side of the street. He commented, "We can't keep dividing this community." Richardson was opposed to the sentiment which Blimline expressed, "We have to take care of seniors and brand new babies in the community," he said.

Community opinions in opposition to the board's action included Helen Black's. She commented, "A lot of us moved in because there was a playground." She was concerned that it was removed without the prior consent of the community.

Echoing this opinion was Rick Schmidt, who told the board, "You [eliminated] a capitol asset of the community." Schmidt argued that the board might have to pay the community back, in some way, for the loss of the playground.

Holly Schmidt, who had organized a June 23 protest of the board's decision,

restated that the Association is "not kid friendly." She complained that the Association could have, but didn't, offer an alternative to the playground. "The community has enough space in our common area; maybe they could have a volleyball net." She also stated that it was the association had failed in its duty to maintain the playground, not the residents of Seven Courts.

After the meeting, board member Clyde Heath told The Avenue, "It wasn't like we had a lot of leeway—the decision had to be made." He also stated, "The community really didn't use the playground that much." He also claimed that maintenance problems showed that "some people just don't care about it." He said, however, "If the community wants it," the board could rebuild it. "It's not irreversible," he said. "The first step is finding out what the community wants."

## Martial

(continued from page 2A)

those who are geared toward becoming cardio-vascularly fit, and not lethal fighters, this is a program which makes perfect, practical sense.

Joe has studied martial arts for 10 years, and has been known to add weapons training with Boken (wooden swords used in training) and Jo (fighting sticks) to spice up his classes. His wife, Master Kim, has trained for 15 years and has reached the level of fifth-degree black belt in Tae Kwon Doe.

Having trained for many years to be-

come proficient in the discipline, Master Kim knows how much effort and time is required in the martial arts. General physical fitness, on the other hand, requires less intense training and, for some, is more in keeping with their general personality. She sees the merits in both serious training and also in physical fitness training, and so is happy to provide classes for both.

For those in her Tae Kwon Doe classes, especially the children, Master Kim sees improved self confidence, alertness, and discipline as definite benefits. "It improves their grades tremendously," she said. The in-

structors are also sticklers for good grades. Before advancing a student to a higher belt, the student's academic grades must be in order—a system which encourages good performance while in school as well as the studio. "We make the children bring report cards on a regular basis," she says.

On the other hand, says Master Kim, "There are people who don't want martial arts training, but want a cardio-vascular workout: this [aerobic kickboxing] is for them."

The classes are informal, friendly, and fun adds Joe, "and a good way to get your pulse up."

## County has places to meet

If you're looking for a place to hold a company picnic, a family reunion, or a seminar, Baltimore County's Department of Recreation and Parks may have a spot for you. The county is offering places such as Oregon Ridge Park, Fort Howard Park, Oregon Ridge Lodge, and the Sherwood House at Cromwell Valley Park as sites for such events. For details on reservations, call 867-3873.

# SPECIAL PURCHASE

## Over 25 All Lease Rental Vehicles to Choose From

### '96 Corsica

Auto, AC, Pwr Windows & Locks, AM/FM Cassette



Sale Price .....\$10,995  
 Cash or Trade .....1,000  
 We Match .....\$1,000

**\$8,995**

### '96 Supreme

Auto, AC, Pwr Windows & Locks, Cruise, Tilt, AM/FM Cassette



Sale Price .....\$12,995  
 Cash or Trade .....1,000  
 We Match .....\$1,000

**\$10,995**

### '96 Ciera

Auto, AC, V6, Pwr Windows & Locks, Cruise, Tilt



Sale Price .....\$11,995  
 Cash or Trade .....1,000  
 We Match .....\$1,000

**\$9,995**

### '96 Eighty Eight LS

Auto, AC, Pwr Windows & Locks, Cruise, Tilt, Pwr Drivers Seat, Sunroof, AM/FM Cassette



Sale Price .....\$16,995  
 Cash or Trade .....1,000  
 We Match .....\$1,000

**\$14,995**

**OLDSMOBILE • GMC**  
 8115 Belair Rd.

**S CHAEFER**  
**TROHMINGER**

**410-661-9000**



# Seven Courts group will study playground issue

## Board members boot out business owners who came to offer support

By Bryan P. Sears

Two representatives of a local day care center were asked to leave last Thursday's Seven Courts Homeowner's Association meeting before being able to present their proposal to help the community replace a playground the association's board ordered torn down.

Members of the association's executive board, led by president Tom Krakowski, barred Richard Huffman and Cindy Byrne, owner and regional director, respectively, of Enchanted Childcare on Joppa Road, from attending the meeting. The board also closed the general meeting to reporters, but allowed them back in when discussions of the playground began.

Byrne, for one, did not understand the inhospitable gesture by board members

"We were not welcome at all," said Byrne. "We came to support the community and to help. They wanted us out of there fast. The board was hostile. Never in my life have I ever seen anyone offer help and then be treated so badly."

Krakowski told the audience of 20 or so Seven Courts residents that Huffman and Byrne were "asked to leave because they were not invited to be here. This is a meeting for community residents only."

The meeting drew so much attention because of the board's action in June to raze playground equipment in a park area in the Seven Courts community. While the board said the association's liability insurance was at risk because the equipment needed repair, many residents with children were shocked and angered at the sudden and unexpected demolition of the apparatus. The situation even made TV news, as well as the local newspapers.

Apparently, the publicity rubbed

some Seven Courts board members the wrong way.

"There were some [board members] who were upset by the fact that this went to the media before it came to the board," Krakowski said at last week's meeting. "Also, we felt some of the stories in the local papers were a bit one-sided."

Krakowski reiterated that association meetings are "for home owners only. Anyone else who wants to attend can only do so at the invitation of the board. They [Huffman and Byrne] were not invited. We asked them to leave their name and phone number with us and then to leave. They didn't leave the information requested — they just stormed out."

Krakowski said the board occasionally invites contractors to meetings if there is a need for their expertise.

But said Byrne she attended the meeting with Huffman only to offer to help the Seven Courts community replace the playground.

"I think they thought we were there to put in a bid. We came to offer to help," she said.

Byrne said Enchanted Childcare is willing to offer time and consultation on the design of the playground, and possible donation of playground equipment or funds

"Some of our [Enchanted Childcare] parents live in that community," said Byrne. "The children need a place to play. It is not far to the kids. All kids should have something like this"

When asked what they would get from helping, Byrne replied, "We don't get anything out of this at all. We went there strictly to help."

Enchanted Childcare opened its Carney location last August, Byrne said. The location provides day care for approximately 100 area children, many of them from the Seven Courts community.

Though Byrne and Huffman were

ousted from the meeting, residents who attended convinced the board to allow them to form a committee to study the feasibility of one or more playgrounds being built in the community. The study is to include proposals for sites, design, cost of equipment and maintenance. Because the community is split by Seven Courts Drive — a busy thoroughfare — many residents said play equipment is needed in both areas to prevent children from crossing the road.

After submitting a report to the board and residents, the playground issue will be put to a vote of the 368 homeowners comprising the community.

Enchanted Childcare's Byrne said that despite the rough treatment at the meeting, she and Huffman were still willing to work with the community and had been contacted by members of the newly-formed committee the day after the meeting.

"We still want to help," she said. "We are happy to work with the committee, but I am not interested in working with the three board members who threw us out"

Bobbi Marques, a property manager for RCM management, which manages the Seven Courts property, offered an apology for the meeting's rough start.

"Our lawyers felt reporters should not be privileged to the business of the community and on this I think they are right," she said. "Could it have been handled more delicately? Of course. I am sure there is a nicer way."

"Volunteers are hard to get," Marques continued. "It took us three months to elect the board we have. So, we have to take what we can get. King Kong could run and get in. Some who get elected [to the board] don't have people skills. It is not a requirement, but maybe it should be."

Marques feels the real issue is not the building of the playground, but what will happen to the equipment after it is in place. She cites an "eight to 10 year stretch of vandalism" of the old playground.

"If residents want one, we can build it," Marques said. "The cost of a new playground would be five to seven thousand dollars, which is feasible. If there is a consensus in the community for one, it would be built. The real issue is supervising the playground and maintaining it. We have to have volunteers for that. We don't have that here. We can't afford to hire someone to clean up every day."

Holly Schmidt, who has been lead-

See **PLAYGROUND**, page 6



**SUPER SAVINGS**

**UNDER THE BIG TOP**



WITH THIS AD

**15% OFF**

**TOYS & ACCESSORIES**

**LADDERS & FILTERS**

Parts & chemicals excluded  
Offer ends 7/31/97

**FREE\***

**POOL LIGHT OR WATER FOUNTAIN**

**OVAL POOLS**

8 Different sizes

**ROUND POOLS**

With 6 inch copper bearing walls

**ELAN OVAL POOLS**

Specially designed for small spaces. No side braces, perfect for the Townhouses.  
\*See store for details

Buying a pool, parts or accessories is as easy as A B C

**LARGEST POOL DISPLAY IN THE STATE**

17 POOLS ON DISPLAY



**8313 BELAIR RD.**

1 mi. N of Beltway Exit 32

**INCLOSURE 3**

**Pet Nook**

**Pet Grooming**

By Angie Martin w/12 years experience

**\$5.00 off First Full Groom**

Full groom includes nails, ears, anals, bath, brush-out, fluff dry, clip or scissor, conditioner or dip

We carry a wide variety of small animals, reptiles, birds, ferrets, and an assortment of cages and accessories.

**PET FOODS:**

- Lams, Nutro Max, and Science Diet
- Live crickets and mice
- Small animal feed
- Bird seeds

## ◆ Woolworth

(From page 1)

The five-and-dime stores, once the place where Americans bought everything from pots and pans to socks and school supplies, have fallen victim to changing times and the emergence of "big box" discounters such as Wal-Mart and Target. Industry experts say that Woolworth could never quite bring its dime stores up to modern-day standards, and the stores lost their identity in a sea of suburban discounters, mega-malls, and factory outlet centers.

Woolworth stores may be best known — in a nostalgia kind of way — for their luncheon counters, where weary shoppers could stop for a cup of coffee or a quick lunch. In retailing these days, only mega-bookstores with coffee bars seem to appeal to a new generation of shoppers. Even department stores have closed their in-house restaurants in recent years.

While most of its dime store locations will be closed, company officials said about a quarter of the locations will be converted to other Woolworth subsidiaries, such as Champs or Footlocker sporting goods stores.

F. Patrick Hughes, CEO of Mid-Atlantic Realty Trust, Inc., which purchased Perry Hall Square Shopping Center June 30, said his firm had no immediate word from Woolworth's about where store here.

"We haven't had time to even think about a new tenant yet," Hughes said on Friday.

The replacement the dime-store by a Champs or Footlocker at Perry Hall Square is unlikely because Athletic Warehouse — a similar type of store — already occupies space in the shopping center, right next to Woolworth's, in fact.



Journal photo by Don

A sign marks the entrance to the Seven Courts community. At the opposite end of this cell is where the old playground equipment stood.

## St. Joseph School announces winners

St. Joseph School in Fullerton has announced the winners in the recent Catholic Daughters Court Carroll 376 Contest. They are Dolly Magsino for her artwork, Nick Kobus for his poetry, and Albert Swiston for his essay.

Also, artwork from eighth-grader Gloria Friedel will be published in State's Attorney Sandra A. O'Connor's Anti-Drug Calendar for 1998.

Winners in the American Legion Auxiliary Overlea/Perry Hall Unit

130 essay competitions were: Rachel Jackson, John Taylor, Michael Mergler, Brendan Peters, Anthony Vidal, Jessica Baxley, Dolly Magsino, Dusty Robertson and Albert Swiston.

Advanced Band members who were invited to participate in the 18th annual Representation Band Concert were Michael Crook, Melissa Malone, Sarah Michaud, Jeanne Seeberger, Jennifer Summers, and eighth graders, Kim Kulezynski and David McDonnell.

## ◆ Playground

(From page 3)

ing the effort to replace the playground, was equally dismayed over the opening scene at the meeting.

"It is embarrassing to be a part of a community where they would kick someone like Mr. Huffman out of the meeting. He is wonderful, God-sent," Schmidt said. "It is nice to see people out there who care about kids."

Schmidt will be serving on the playground committee with her husband. "I am happy to have a playground committee. At least there is a chance for a playground or two," Schmidt said. "They [the board] still have to approve a plan. I am taking a wait-and-see attitude, but I am hopeful."

The old playground equipment,

estimated to be between 15 and years old, had several rotted boxes and had been vandalized. The area around the equipment was littered with broken glass and empty liquor bottles, left there by teens who congregated at the site, according to residents.

A contractor who tore down playground equipment determined that the apparatus had been built in such a way in an interlocked fashion — that repairs were not possible.

The playground committee, consisting of six Seven Courts residents held its first meeting last night. The committee is scheduled to report back to the board at its next meeting scheduled for Aug. 13.

# Business Exchange

**Are You Looking For A New Printer?**

For all your Full Service, Full Color Printing Needs

<p>Contact:</p> <p><b>BRIAN D. RICHARDSON</b></p> <p>SALES, SERVICE, REPAIR DESIGN &amp; MARKETING</p>	<p>PHONE:</p> <p><b>(410) 426-6331</b></p> <p>FAX:</p> <p><b>(410) 426-7920</b></p>
--	---

AP

**ACCU-PRINT**

"We pay close attention to every detail to ensure quality printing everytime!"

## News Briefs

### Raceway may get zoning

The Baltimore County Zoning Board Thursday recommended changes in laws that would allow for an auto raceway in the county. Currently, there is no zoning in place for such a project, but developers are hoping to build a NASCAR-type track on 1,000 acres in eastern Baltimore County. The first hurdle, though, is to have zoning that will even allow a raceway to be considered. If the zoning is put into law, sponsor Middle River Racing Association will have to go through normal zoning and permit procedures to get approval for the project. While many proponents see the speedway as a plus for the county's eastern side, opponents cite problems with wetlands that exist at the site, and other environmental concerns. The raceway ultimately will require the extension of White Marsh Boulevard — Route 43 — from I-95 to Eastern Boulevard to accommodate heavy traffic volume during event weekends.

emissions inspection program (VEI) at the Eighth District Republican Club meeting on Thursday, July 24, at p.m. at Perry Hall Presbyterian Church's Fellowship Hall. Klima will share her thoughts about the VEI program, which Governor Parris Glendening recently reinstated for Maryland drivers. The Eighth District Republican Club welcomes all interested citizens. For details, call Steve Wiseman at 410-256-0319.

### Ehrlich is honored by health care industry

Rep. Robert L. Ehrlich Jr., R-2nd, was recognized as the "exceptional legislator" of the 104th Congress by the American Health Care Association because of measures he sponsored to relieve the nursing home industry of burdensome regulations.

One federal law, which requires states to screen nursing home applicants for mental illness and retardation, was redundant because the facil-

## Business Exchange Spaces Now Available!

As low as \$40\*

Call: Janice Richardson • (410) 529-8084

Eastcoast  
Tree  
Experts

& GARDEN  
CENTER

1333  
PINESKI HWY.  
WHITE MARSH  
MD 21162  
(410) 335-7600

# Garden Center



(5 Varieties as low  
as \$11.00/yd.)  
Delivery Available

**6' PINE TREES** \$35.95  
Blue Spruce, Douglas Fir, White Pine

All Your Garden Needs and More

Local Number

**(410) 335-7600**

Location: 40 East Pikesville Highway, approximately 1 mile above Ebersole Road, White Marsh



## Residents protest loss of playground

BY JENNIFER BRENNAN

Perry Hall resident Brian Richardson, still in his dress shirt and tie, stood in the heat Monday afternoon, waving a "Save Our Playground" sign at motorists on Seven Courts Drive.

Richardson and two dozen other residents of the Seven Courts town-home community were gathered to

protest the demolition of the neighborhood's 15-year-old playground on Plantagenet Circle.

"I drove by Sunday and noticed an extension cord going to the playground," said Richardson, who was accompanied by daughters Tiffany, 10 and Jena, 8. "Then I saw the chain saw."

Most residents were unaware that two weeks earlier, the area community association's five-member board had voted to tear down the playground's climbing bars, swings and slides.

On Monday, residents held up signs that read "What happened to our playground?" and demanded an explanation.

"The reason it was taken apart was because it was becoming unsafe," board vice president Tom Krakowski said later by phone. "It was very old and the wood was starting to rot."

The playground had also become a hangout for teenagers, said Krakowski. And, he said, it wasn't serving the entire 368-home community.

"There were a lot of kids across Seven Courts Drive who didn't really have access to it," he said.

Maintaining the playground, according to Krakowski, had simply become "cost prohibitive."

"It would be well over a \$1,000 to replace the equipment, let alone the wood," said Krakowski. "And that doesn't include the labor."

Every household in the private Seven Courts community pays \$324 a year in fees. The fees are used to plow streets, fix water main breaks, mow the grass and make repairs to the 20-year-old community, according to Krakowski.

A neighborhood newsletter is circulated every two months, said Krakowski, but to keep on top of the board's actions, he said, residents should attend the community association meetings. The meetings are held the second Thursday of every month.

Resident Holly Schmidt, a former board member, still feels she and her neighbors should have been consulted, or at least informed of the board's decision.

"I don't think anybody should do this to any child without a warning or a letter," she said. "I think they owe the children an apology."

Schmidt said she hopes the board is willing to build a new playground.

But Krakowski said the board plans to re-sod the playground area now marked by nothing but mounds of sawdust and strips of yellow "caution" tape.

<http://www.lifegoeson.com>

# 4 DAYS ONLY!



**26 THURS 27 FRI 28 SAT 29 SUN**

**30% OFF!**  
THE REGULAR PRICE OF  
**EVERYTHING\***  
IN OUR STORE!

30% off the Regular Price of all In-Stock  
paints, stains, brushes, rollers, painting tools  
and in-stock wallpaper and borders.

\*Special order wallpaper, floorcoverings, everyday low price paints, window treatments and any spray equipment are not included in the sale. No rainchecks, no special orders, not in conjunction with any other discount, or on clearance items. Prior sales excluded.

©1997 The Sherwin-Williams Company. Not responsible for typographical or artwork errors. Sherwin-Williams reserves the right to correct errors at point of purchase.

RETAIL SALES ONLY.

WHERE TO GET IT  
Only at your  
**SHERWIN-WILLIAMS**  
Store

For the location of  
the Sherwin-Williams  
Store that's right for you, call

**1-800-4-SHERWIN**

ENCLOSURE 4

# Northeast Booster

SERVING PERRY HALL, WHITE MARSH, OVERLEA, FULLERTON AND ROSEDALE

VOL. 49, NO. 24

PATUXENT PUBLISHING COMPANY

WEEK OF JUNE 25, 1997

Fire captain's  
entitled to  
visit the  
White House

5



Helen  
Kretzschmar,  
94, is still a  
PHIA member

14

Athletes of the  
Year eager to  
make jump to  
the next level

16



STAFF PHOTO BY RICH RIGGINS

Marc Alexander Jones, 26, is arrested by county police during a May 22 prostitution detail along the portion of Pulaski Highway that cuts through Rosedale. Later, Jones is charged with soliciting sex, a misdemeanor that carries a fine of up to \$500. A search reveals a Bible in his pocket.

## Tavern seeks board's OK to serve outside

BY JENNIFER BRENNAN

The owners of the Timber Creek Tavern — a Belair Road bar located at the Perry Hall/Kingsville line — want to serve alcoholic beverages on a small, existing outdoor deck.

In May, they asked the county's liquor board to consider their request.

But some neighbors who've learned of the tavern's plans say they want the party kept indoors.

"I don't mind that they have a liquor license," says Debbie Waldhauser, a 20-year resident of Gunpowder Valley Estates, a neighborhood located behind the tavern.

"Everyone has been fine with that for years," she says, "but bringing the drinking outdoors is going to create an entirely different

atmosphere."

Waldhauser says the tavern — nestled among rocks and tall trees at the entrance to the Gunpowder Falls State Park — is located in a family setting, where parents and kids come to hike, bike and enjoy the weather. An outdoor bar isn't a suitable match for the area, she says.

Timber Creek manager Jim Mikula, on the other hand, sees the tavern's "unique" location as an opportunity for business.

"We want people to come here and enjoy the surroundings," he says. "This is a chance for families to stop to eat and maybe have a beer."

Mikula says he hopes to place picnic benches and possibly some

See Tavern, page 4

See Pulaski, page 8

# THE Perry Hall & Parkville AVENUE

Vol. 5 No. 14  
2 Sections 28 Pages

Serving the Communities of NorthEast Baltimore County since 1993  
With a Weekly Audited Circulation of 40,000

Priceless  
June 23, 1997

## Seven Courts playground dismantling protested

Residents feel out-of-touch community group should have consulted them first

By Jeffrey Greenebaum  
Monday, parents and children protested outside of their Seven Courts homes on Plantagenet Circle against

what they called the "not kid-friendly" attitude of their community association.

The group of about 25 children and 10 adults stood with home-made signs, protesting the loss of their playground. The sandbox and other playground equipment had been unexpectedly removed on Saturday by the Seven Courts Community Association.

The newly elected board of the community association apparently tore down the community playground, with little or no warning, on the grounds that

it was too difficult to maintain. Bobbi Marcus, president of the association, was unavailable for comment as of press time.

There are 368 town homes in Seven Courts, with a fair number of families with children. Many of these families have been there for three or more years. All residents who move into the community are aware of the community association and its covenants.

Most adults present admitted that they have little contact with the board,

and few protesters knew much about its policies. They claim that the younger residents with children have less time to participate and that they need baby-sitters to watch their children. This, they claim, makes them less able to attend the meetings of the organization. Some protesters commented that the board was made of older residents who have less appreciation for the neighborhood's children.

The result has been a feeling of isolation among residents with children from their own community and its representatives. Protesters complained that the community association made residents take down basketball nets set up for their children, and that it also refused requests to install a pool for the children of the community.

The last straw for these residents was the removal of the community's small playground. "I just don't understand it," said Holly Schmidt, who organized the protest. Schmidt was once active as a board member in the community association against which she is now protesting. She left after what she describes as a bout of "mean spiritedness" took over "You just don't treat kids like that in the summertime," she said.

"We have to have a playground; we can't do anything else. There are no tennis courts, no soccer, or anything it's summer time - It's not right," complained one of the children. "It's been there for a lot of years," said Bill Giantforte, a community resident. "What gets me is they should have asked."

Protesters said the board reasoned that the playground was ill-maintained. But that is not true, parents insisted. Schmidt recalls independently collecting funds from the community for playground maintenance. "I went door to door," she said. She claims that all major maintenance had been completed already. Schmidt continued: "The only maintenance it needed was a coat of paint."

Matt Schmidt witnessed the playground being dismantled by people he describes as board members. "At first, I was sort of happy," said the youngster. "I thought they came to fix these two boards that needed to be fixed—but they just came and took it down. I felt hurt and angry."

Mary McMullen, a resident for over three years, also lamented the loss. She brought her son, Corey, and daughter, Amy, to the protest. Amy brought her younger brother to the playground quite often, as she recalls. She related, "I met my best friend there."

The next meeting of the Seven Courts Community Association is scheduled for July 10.



Photo by Greg Dohler

## Summer splash

The transition from spring to summer this past weekend was marked by unusually high heat and humidity. Mark Chenoweth (foreground), of Putty Hill, was one of many area residents who kept cool in the YMCA pool in White Marsh during Monday's 90-degree temperatures.

## ENCLOSURE 5 Restaurateur speaks out against the PHIA

23-year resident of Perry Hall angry over what he calls 'harassment'

By Jeffrey Greenebaum  
Plans to build and operate a Double T Diner in Perry Hall have caused George Marmaras some stress.  
The restaurateur—and 23-year resident of Perry Hall—plans to own and op-

erate a Double T Diner on the corner of Belair and Joppa roads, at 4142 E. Joppa Rd. Secure that his plans are moving forward, Marmaras feels hopeful, but also angry over the amount of red tape and opposition which he has faced.

The proposal has pitted Marmaras against the Perry Hall Improvement Association (PHIA) in an ongoing struggle over traffic, liquor licensing, and zoning issues. "Anything you put on that corner they are going to fight," said Marmaras, speaking of the PHIA's concern over traffic at the busy corner.

"It is ridiculous! I do everything for the

association, everything they asked—you name it," said Marmaras. He feels as though he is being unfairly treated. He feels that he has addressed the PHIA's concerns by purchasing extra land and redesigning his blueprints in order to meet zoning and parking requirements.

A special exemption to ROA (residential office) zoning requirements was granted to Marmaras, clearing the way to build the Double T Diner of his dreams. This gives space for the required amount of parking and a larger, 5500-

(See Diner, page 2A)

Don't Miss  
In This Week's PHIA

*Joint Exhibit #1  
for I.D.*

IN THE MATTER OF

\* COUNTY BOARD OF APPEALS

DEBORAH LYNN GILL-BOYD  
15 Romanoff Court  
Baltimore, MD 2134

\* FOR BALTIMORE COUNTY

Petitioner

\* Case No. 97-586-XA

\* \* \* \* \*

SETTLEMENT AGREEMENT AND ORDER

This Settlement Agreement and Order is made this \_\_\_\_\_ day of April, 1998, by and between Deborah Lynn Gill-Boyd (hereinafter "Gill-Boyd"), by her attorney, J. Neil Lanzi, the County Board of Appeals of Baltimore County, (hereinafter the "Board") and Seven Courts Community Association, Inc. (hereinafter the "Community") by its attorney, Susan Wilkens, Esquire.

WHEREAS, Gill-Boyd is the owner of the property known as 15 Romanoff Court, located in Baltimore County (hereinafter referred to as the "Property"); and

WHEREAS, Gill-Boyd presently maintains a family of eight (8) pet dogs on the Property; and

WHEREAS, the Property is presently zoned DR 3.5; and

WHEREAS, Gill-Boyd filed a Petition for Special Exception and Petition for Variance to allow a kennel on the Property, with the kennel use to be located within 0 feet of the Property line in lieu of the required 200 feet; and

WHEREAS, the Deputy Zoning Commissioner for Baltimore County on September 2, 1997 denied the Petition for Special Exception and Variance and Gill-Boyd subsequently noted an appeal to the Board Case No. 97-586-XA for which a hearing is scheduled for Thursday, April 30, 1998 (hereinafter the "Appeal"); and

WHEREAS, Baltimore County Code Violation citations/notices and Baltimore County Animal Control citations/notices (collectively referred to herein as "Baltimore County") have been served upon Gill-Boyd and/or the Property prior to the Appeal hearing although no fines have been levied or other enforcement action taken; and

WHEREAS, the Community is made up of approximately three hundred and sixty (360) residences and through its Board of Directors has authorized its President to bind the Community to this Agreement; and

WHEREAS, all parties to this Agreement have determined that it is in the best interest of the Parties to bring the Property into compliance with the laws and regulations of Baltimore County applying thereto.

NOW, THEREFORE, in consideration of mutual promises herein contained, the parties, intending legally to be bound, agree as follows:

1. Gill-Boyd shall dismiss the Appeal with prejudice.
2. All code violation notices and/or citations issued by Baltimore County to Gill-Boyd and/or the Property shall be stayed and no action shall be taken by Baltimore County subject to full compliance with the Agreement by Gill-Boyd.
3. Gill-Boyd shall be permitted to maintain her family of eight (8) dogs on the Property until July 31, 1998. As of August 1, 1998 Gill-Boyd shall have reduced the number of dogs residing on the Property to three (3). Gill-Boyd shall provide evidence of full compliance.
4. Commencing August 2, 1998 Gill-Boyd shall commence reasonable efforts to restore the back yard of the Property. By October 1, 1998, Gill-Boyd shall have made reasonable progress in her efforts to restore the back yard of the Property.
5. Between the date of this Agreement and August 1, 1998, Gill-Boyd agrees to limit the use of her back yard to no more than three (3) dogs at a time when necessary for the dogs to exercise and relieve themselves.
6. As of the date of this Agreement and thereafter, the Community and Gill-Boyd mutually agree to refrain from any harassment or unreasonable disturbance of the other. The Community shall refrain from throwing any objects onto Gill-Boyd's Property and shall refrain from intentionally instigating any disturbances with Gill-Boyd's dogs.
7. The Community shall not place any more complaints with Baltimore County concerning the dogs or the Property, subject to substantial compliance with the Agreement by Gill-Boyd.
8. In the event the Community, by its action or inaction has failed to substantially comply with the provisions of paragraphs 6 and 7 of this Agreement, Gill-Boyd shall be entitled to extensions of ten (10) days each from the August 1, 1998 deadline for each documented breach by the Community. Documentation under this Agreement shall include credible photographs or video tape and/or an Affidavit by a witness other than Gill-Boyd to the breach.
9. No other action shall be taken by Baltimore County against Gill-Boyd and/or the Property subject to full compliance with the Agreement by Gill-Boyd.

10. Notwithstanding anything herein to the contrary, in the event Gill-Boyd, by her action or inaction has failed to comply with the August 1, 1998 deadline for the reduction of the number of dogs on the Property (unless the deadline is extended pursuant to paragraph 8 above), Gill-Boyd consents to the immediate entry of an injunction prohibiting the continued residence of more than three dogs on the Property and permitting the County to enter the Property to enforce compliance.

11. The Community and Gill-Boyd agree to first contact their respective counsel prior to taking any action to enforce this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement, the date and year first above written.

4-30-98  
Date

J. Neil Lanzani  
J. Neil Lanzani Attorney for  
Deborah Lynn Gill-Boyd

4-30-98  
Date

Deborah Lynn Gill-Boyd  
Deborah Lynn Gill-Boyd

4-30-98  
Date

Susan Wilkens  
Susan Wilkens Attorney for  
Seven Courts Community Association,  
Inc.

Seven Courts Community Association,  
Inc.

\_\_\_\_\_  
Date

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

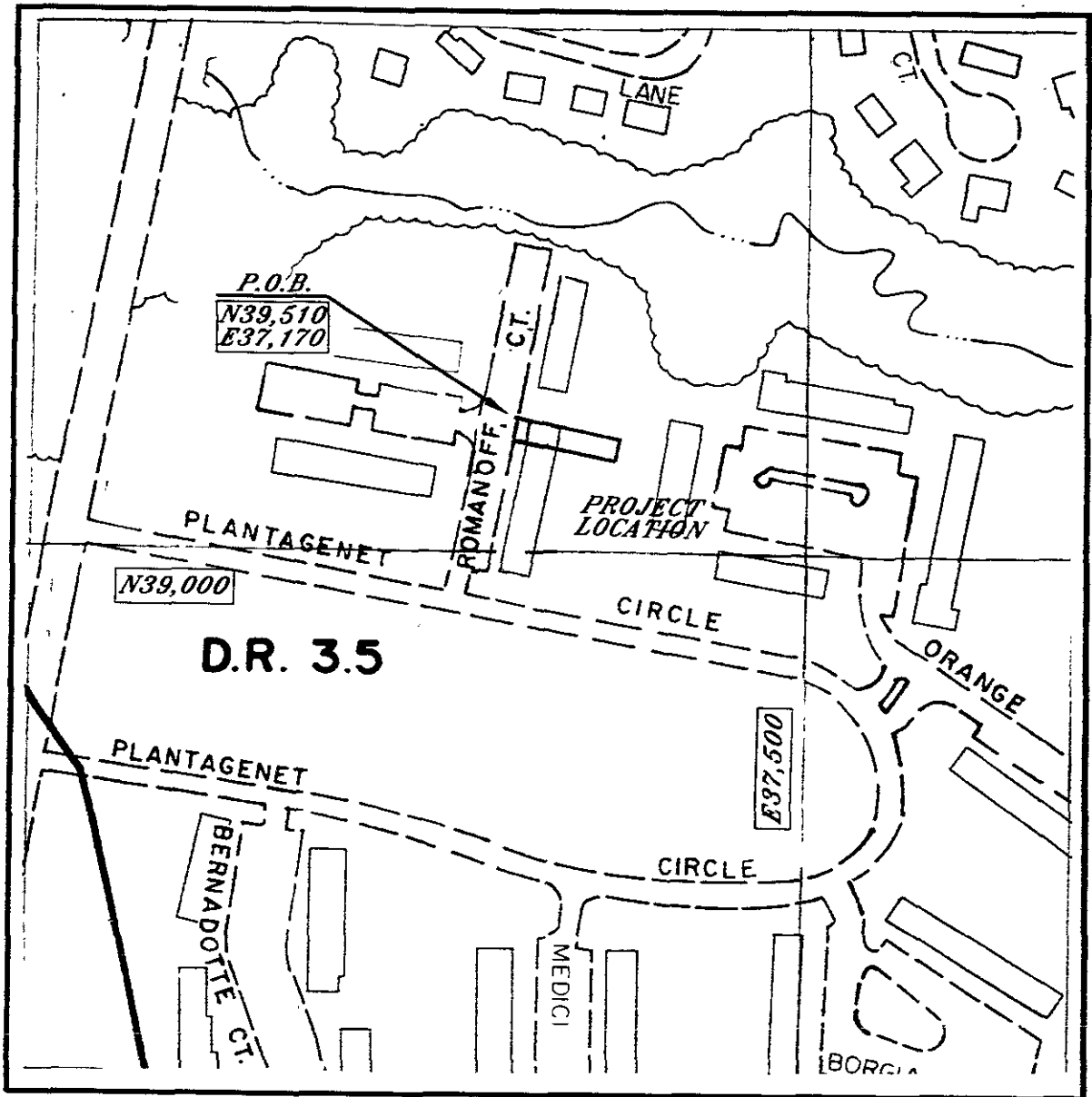
~~Baltimore County Board of Appeals~~

~~~~~  
Date

~~~~~ , Chairman  
By:



1" = 200'  
**1992 COMPREHENSIVE ZONING MAP**  
 Perry Hall  
 Sheet N.E., 10 - G  
 (Subject Property at 15 Romanoff Court shown Outlined in Red)



94-586 ~~XA~~

Ruston Design Corporation  
 Annapolis, Maryland  
 (410-823-1000)

586

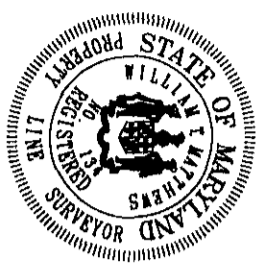
**Plat to Accompany Petition**  
 for  
**Zoning Variance and Special Exception**  
 for  
**Animal (Dog) Kennel**

Purpose: To allow the Applicant to keep personal pets within the subject Property for Non-Commercial use.  
 Variance: Section 421.1  
 To permit Animal (Dog) Kennel within zero feet of nearest property line in lieu of the required 200 feet.

Property Address: 15 Romanoff Court  
 Baltimore County, Md. 21236  
 Tax Account Number: 11-1700011372 R  
 Deed Reference: Liber: 7771, Folio: 111  
 Property Owner: Deborah Lynn Gill-Boyd  
 Mailing Address: Same as Above

LEGEND

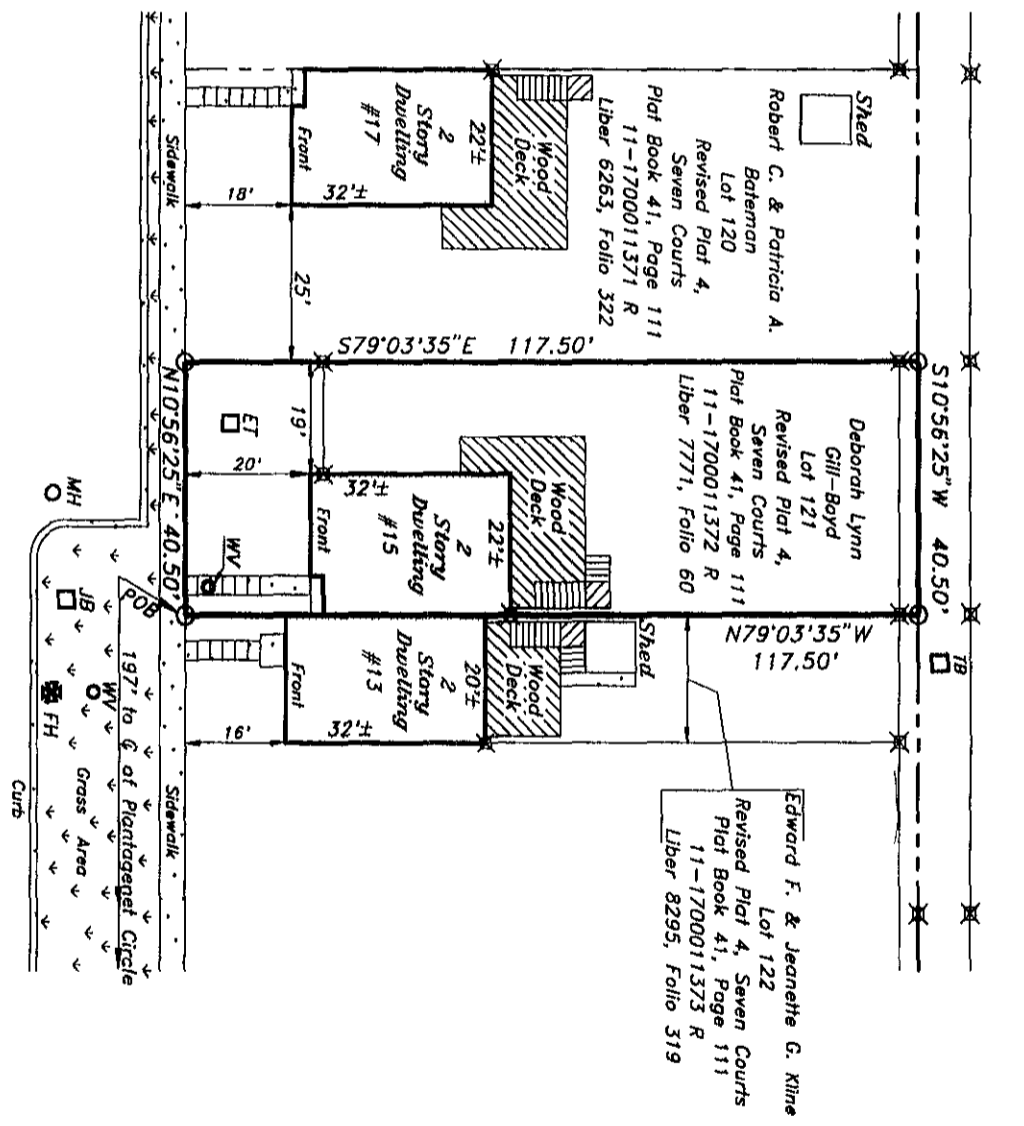
|   |                      |   |                  |
|---|----------------------|---|------------------|
| ○ | Property Corner      | ▭ | Paving           |
| □ | Electric Transformer | ▨ | Wood             |
| ○ | MH Manhole           | ⊗ | Fence Line       |
| ⊗ | FH Fire Hydrant      | ○ | WV Water Valve   |
| □ | JB Junction Box      | □ | TB Telephone Box |



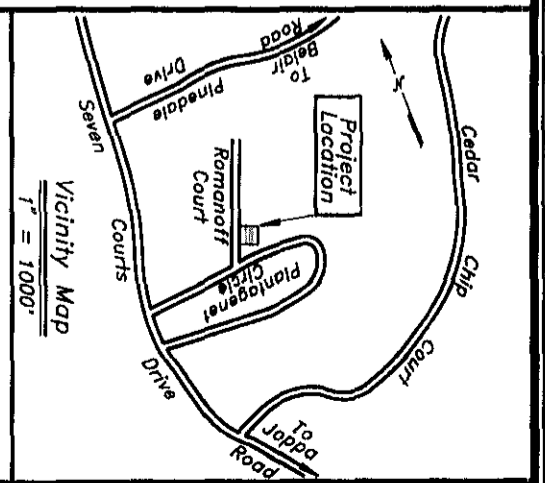
*William T. Matthews*  
 6/13/97

Ruxton Design Corporation  
 8422 Bellona Lane  
 Towson, Maryland 21204  
 (410) 823-5000  
 Fax (410) 823-0115  
 Scale 1" = 30'

**WELLSHOWERS**  
 Owners Association  
**PERMIT**



ROMANOFF (50' Right of Way)  
 COURT (42' Paved)



LOCATION INFORMATION

1" = 1000'

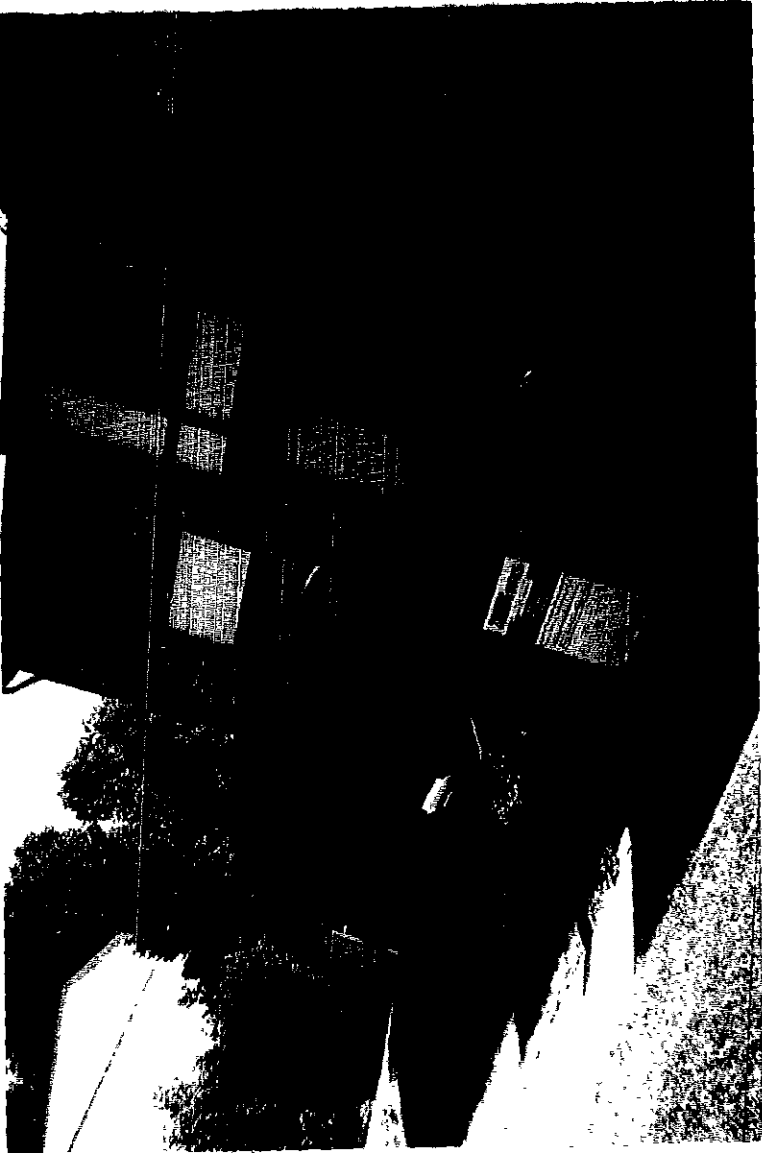
|                         |                              |
|-------------------------|------------------------------|
| Election District :     | 11                           |
| Councilmanic District : | 6                            |
| Zoning :                | D.R. 3.5 N.E. 10-G           |
| Lot Size :              | 0.109 Acres 4,758.75 Sq. Ft. |

|                                |  |  |
|--------------------------------|--|--|
| Sewer :                        | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Private       |
| Water :                        | <input checked="" type="checkbox"/> Yes    | <input type="checkbox"/> No            |
| Chesapeake Bay Critical Area : | <input type="checkbox"/> Yes               | <input checked="" type="checkbox"/> No |
| Prior Zoning Hearings :        | None                                       |  |

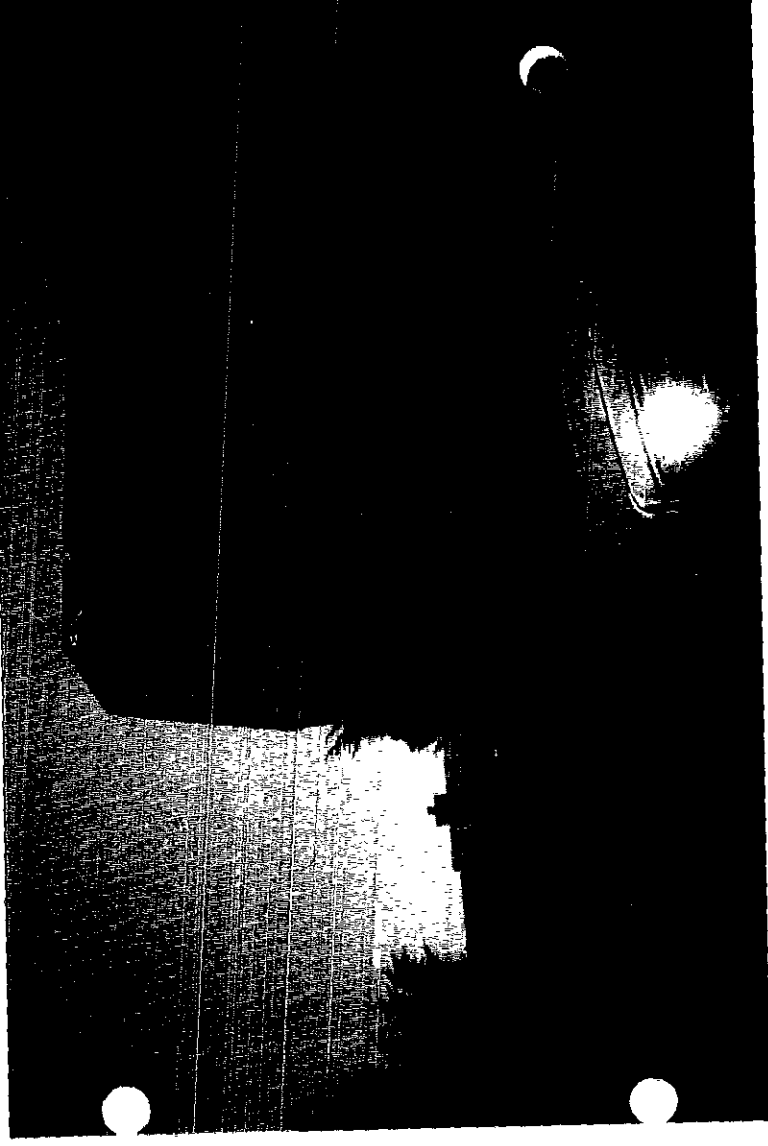
ZONING OFFICE USE ONLY

|               |               |               |
|---------------|---------------|---------------|
| Reviewed By : | Item Number : | Case Number : |
| <i>JMM</i>    | 586           |               |

97-586-XA



A, 15 Romanoff Court - note sign  
- looking East to West



B, Same side yard view - North side

REITTOYER'S  
EXHIBIT 2

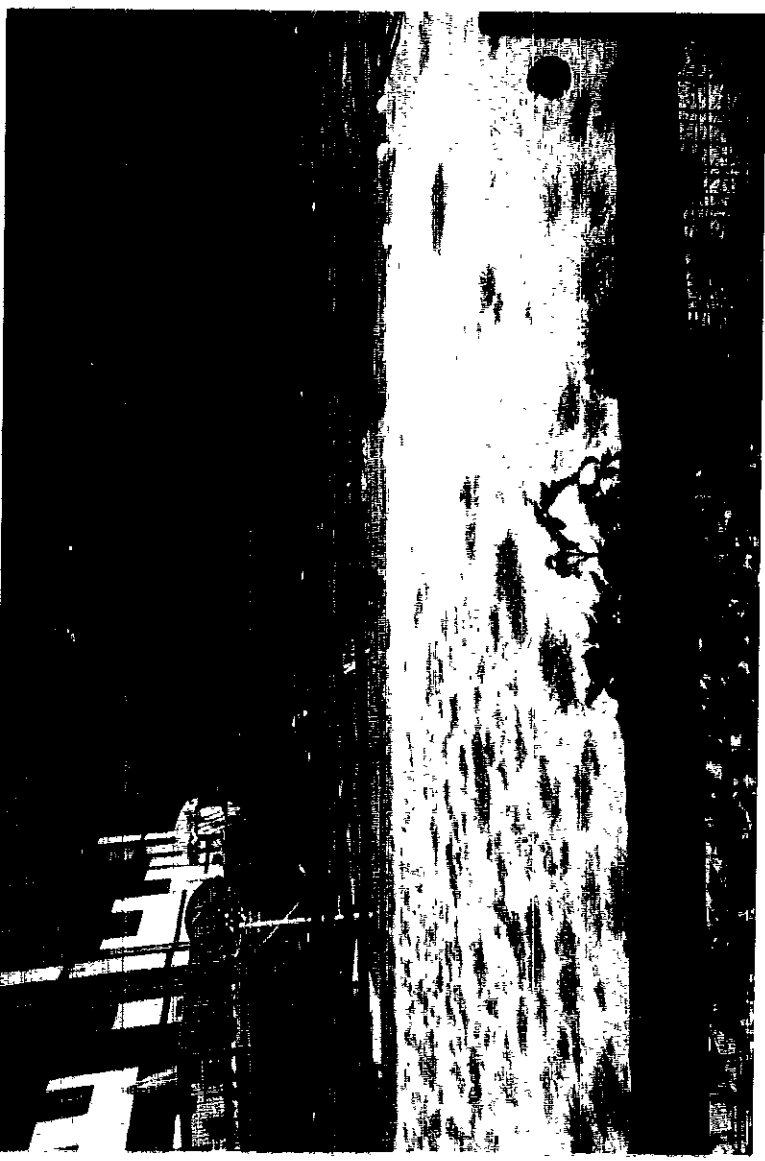
Case No. 97-586-XA

Dill - Boyd Property

5/60/01



C, Deck in rear yard looking east.



D, Rear yard looking north.



E. Rear yard looking north



F. Rear yard looking northeast



*E. Rear yard looking southeast*



*H. Rear and side yard looking east.*

PETITIONER'S  
EXHIBIT 3  
"D O G H O G"

7/29/97 (Tu)

- 12:15am - 12:28am - no noise
- 3:00am - sounds outside, dogs growling - tomato plants on deck were turned over out of the pots
- 6:50am - 6:55am - rottweiler yapping (house behind mine)
- 8:00am - 8:12am - no noise, dogs sniffing everywhere picking up a strange scent
- 8:34am - found broken glass under my tires
- 11:05am - 11:19am - no noise
- 1:00pm - 2:00pm - dalmatian barking (house behind mine)
- 2:30pm - 2:45pm - no noise
- 4:00pm - 4:10pm - no noise
- 6:42pm - 6:50pm - no noise
- 7:25pm - 7:34pm - rottweiler yapping (house behind mine)
- 10:05pm - 10:15pm - no noise
- 10:15pm - broken glass & nails scattered within five feet of basement sliding glass door

7/30/97 (W)

- 7:32am - 2 dogs barking (#17 next door, beginning next group)
- 7:35am - rottweiler yapping (house behind mine)
- 7:37am - 7:52am - 7 seconds of barking - did not see the dogs outside from #13 (house next door that shares a common wall)
- 1:23pm - 1:31pm - no noise
- 3:00pm - 3:15pm - no noise
- 5:25pm - 5:29pm - no noise
- 9:00pm - 9:15pm - 8 seconds noise (boys on bicycles rode thru)
- 11:28pm - 11:39pm - no noise

7/31/97 (Th)

7:50am - 7:59am - no noise  
1:00pm - 1:15pm - no noise  
4:45pm - 5:00pm - no noise  
6:50pm - 7:04pm - no noise  
11:36pm - 11:48pm - 3 barks

8/1/97 (F)

4:00am - 4:30am - some dog howling & barking  
7:40am - 7:55am - rottweiler yapping (house behind mine)  
7:58am - 8:05am - no noise  
10:00am - 10:20am - no noise  
12:50pm - 1:13pm - no noise  
3:00pm - 3:15pm - no noise  
6:20pm - 6:37pm - no noise  
7:30pm - 7:45pm - no noise  
9:00pm - 9:15pm - no noise  
10:44pm - 10:47pm - rottweiler yapping (house behind mine)  
11:25pm - 11:32pm - no noise

8/2/97 (Sa)

7:00am - 7:20am - no noise  
11:30am - 11:46am - no noise  
1:30pm - 1:43pm - no noise  
5:30pm - 5:56pm - no noise  
7:50pm - 8:12pm - no noise  
8:15pm - 8:25pm - rottweiler yapping (house behind mine)  
8:25pm - 8:27pm - 3 dogs barking at #13 (house next door that  
shares a common wall)  
8:36pm - 8:46pm - 3 barks  
10:10pm - 10:15pm - no noise  
10:17pm - 10:20pm - dalmatian barking  
11:14pm - 11:22pm - lab barking at #13 (house next door that  
shares a common wall)



8/3/97 (Su)

9:30am - 9:55am - 10 barks  
12:05pm - 12:25pm - no noise  
3:42pm - 3:48pm - 1 bark  
6:21pm - 6:30pm - nosey neighbor from #38 walking her dog in  
common area between my house & #17 (without a  
scooper to clean up!!!) my dogs growled &  
barked a few times but they were inside & the  
door was open  
6:49pm - 7:11pm - dogs barked at 7:08pm when kids came up to the  
front gate & teased them  
7:28pm - 8:44pm - 2 barks when neighbor from #13 came into our  
yard  
8:45pm - 8:48pm - dalmatian barking  
11:30pm - 11:37pm - 3 barks

8/4/97 (M)

8:16am - 8:22am - no noise  
10:10am - 10:30am - no noise  
12:30pm - 12:45pm - no noise  
2:30pm - 2:45pm - no noise  
5:00pm - 5:10pm - no noise

8/5/97 (Tu)

12:21am - 12:46am - no noise  
7:45am - 7:58am - no noise  
10:00am - 10:15am - no noise  
10:30am - 10:45am - some dog barking  
12:15pm - 12:39pm - no noise  
3:00pm - 3:30pm - no noise  
5:00pm - 5:30pm - 1 bark  
6:15pm - 7:15pm - dalmatian barking  
9:00pm - 9:15pm - no noise  
11:30pm - 11:45pm - no noise

8/6/97 (w)

8:16am - 8:31am - no noise  
10:30am - 10:45am - no noise  
12:00pm - 12:25pm - no noise  
3:15pm - 3:30pm - no noise  
6:00pm - 6:15pm - no noise  
7:55pm - 8:00pm - no noise  
11:00pm - 11:25pm - no noise

8/7/97 (Th)

12:05am - ??? - rottweiler yapping & the owner yelling at puppy  
(house behind mine)  
7:25am - 7:33am - rottweiler yapping (house behind mine)  
7:34am - 7:45am - no noise  
3:00pm - 3:15pm - 9 seconds barking  
6:20pm - 6:33pm - 3 barks; dalmatian howling (house behind mine)  
6:52pm - ??? - rottweiler yapping (house behind mine)  
7:30pm - 9:45pm - 12 barks  
10:00pm - neighbors from houses behind mine were yelling  
10:15pm - 11:07pm - no noise

8/8/97 (F)

6:45am - 6:51am - rottweiler yapping & dalmatian barking (houses  
behind mine)  
8:22am - broken glass under my tires  
8:42am - 9:03am - NOT A PEEP!!!  
11:30am - 11:37am - no noise  
1:15pm - 1:30pm - no noise  
4:30pm - 4:45pm - no noise  
7:48pm - 8:07pm - no noise  
9:06pm - 9:21pm - 3 seconds of barking at neighbors walking thru  
11:21pm - 11:33pm - 6 barks; dalmatian was barking (house behind  
mine)  
found more broken glass in yard

**8/9/97 (Sa)**

12:25am - 12:42am - no noise

7:00am - 8:30am - lab barking periodically (#13 - shares common wall)

7:46am - 8:00am - no noise

10:23am - 10:35am - 1 bark

2:46pm - 2:59pm - 6 seconds barking when kids on bicycles rode thru

7:35pm - 7:53pm - 5-6 barks

8:45pm - 8:53pm - dalmatian barking (house behind mine)

9:49pm - 9:53pm - lab barking (#13 - shares common wall)

10:40pm - 10:47pm - dalmatian barking (house behind mine)

11:30pm - 11:45pm - no noise

**8/10/97 (Su)**

7:01am - 7:10am - NOT A PEEP!!!

7:42am - 7:52am - rottweiler yapping (house behind mine)

10:29am - 10:44am - 4 barks

12:10pm - 12:27pm - no noise

3:00pm - 3:16pm - no noise

6:54pm - 7:04pm - some barking when another dog was let out -  
rottweiler & dalmatian both barking (houses behind mine)

8:04pm - dogs inside barking/growling at strangers outside

8:06pm - dog at #13 barking (shares common wall)

8:55pm - 9:06pm - 5 barks

10:53pm - 11:13pm - no noise

**8/11/97 (M)**

8:09am - 8:25am - 1 bark

12:25pm - 12:42pm - no noise

EXHIBIT 4  
AFFIDAVIT

I, Charles E. Rowland Jr. am an employee  
of the JOHN W. CLARKE INC.  
which is contracted by the Seven Courts Community  
Association to remove trash/waste from the community  
on Saturdays. I have worked this particular route for  
20 years/months. I do hereby certify  
that there has been a bag of waste for removal every  
week from in front of 15 Romanoff Court.

Charles E. Rowland Jr. 8/2/77  
NAME DATE

ADDRESS

665-5145  
TELEPHONE

Wayne D. Swindle, Jr. / Wayne D. Swindle Jr. 8-2-97  
WITNESS DATE

**AFFIDAVIT**

I, SKIP Buedel am an employee  
of the JOHN W. CLARKE FNC.

which is contracted by the Seven Courts Community  
Association to remove trash/waste from the community  
on Saturdays. I have worked this particular route for  
SINCE COMPANY STARTED years/months. I do hereby certify  
that there has been a bag of waste for removal every  
week from in front of 15 Romanoff Court.

Skip Buedel  
NAME

8-2-97  
DATE

ADDRESS

605-5145  
TELEPHONE

Wayne O. Swindle, Jr. / Wayne O. Swindle, Jr.  
WITNESS

8-2-97  
DATE

**AFFIDAVIT**

I, ANTHIONE BARNES am an employee  
of the JOHN W. CLARKE INC.  
which is contracted by the Seven Courts Community  
Association to remove trash/waste from the community  
on Saturdays. I have worked this particular route for  
9 MONTHS years/months. I do hereby certify  
that there has been a bag of waste for removal every  
week from in front of 15 Romanoff Court.

Anthione Barnes  
NAME

8/2/97  
DATE

ADDRESS

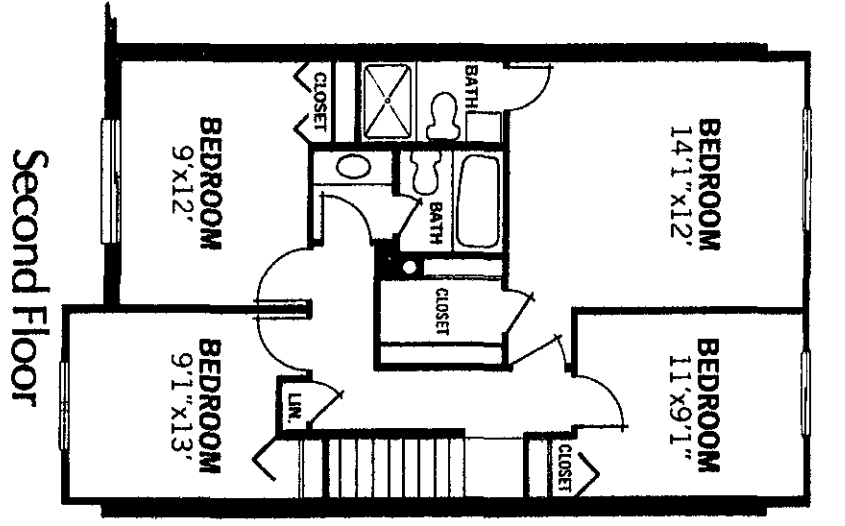
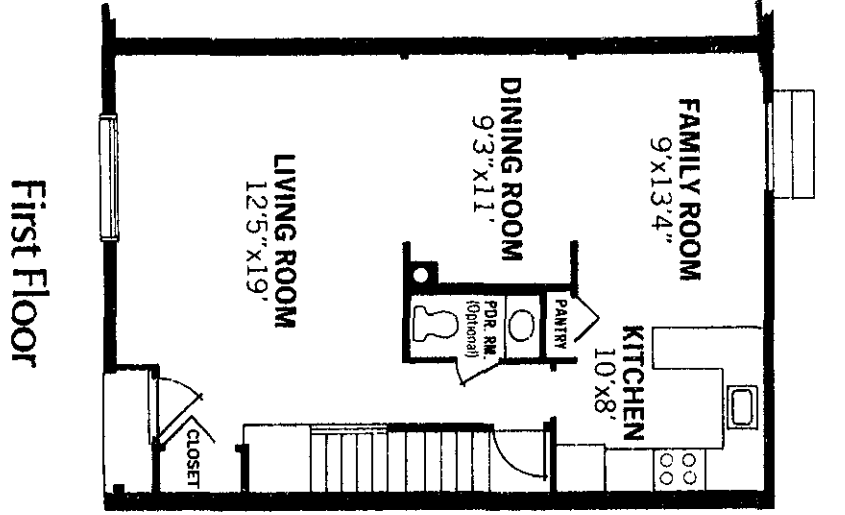
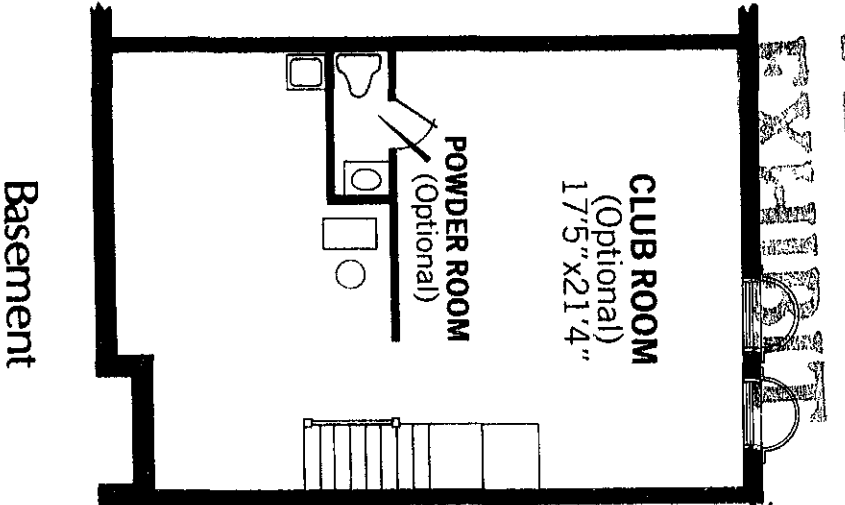
665-5145

TELEPHONE

Wayne D. Swinelle, Jr. Wayne D. Swinelle, Jr.  
WITNESS

8-2-97  
DATE

# Breton



## Seven Courts

Each BRETON Town Home

Includes:

- 4 Bedrooms, 2 Baths
- Walk-in Closet in Master Bedroom
- Full Bath in Master Bedroom
- Large Lot

Every SEVEN COURTS Home Includes:

- Wall-To-Wall Carpeting
- Air Conditioning
- Full Basement
- Laundry Tray
- Masonry Party Walls
- Triple Tract Storm Sash With Screens
- Insulated Patio Door
- Insulated Metal Front Door
- Low Maintenance Exterior
- Smoke Detector
- Protected Front Entrance
- Oil Heat
- Color-coordinated "eat-in" electric kitchens including GE Dishwasher and Oven.

*P.T. #5*

COMMON AREA

|    |
|----|
| 22 |
| 24 |
| 24 |
| 28 |
| 30 |
| 32 |
| 34 |
| 36 |
| 38 |
| 40 |

|    |
|----|
| 20 |
| 18 |
| 16 |
| 14 |
| 12 |
| 10 |
| 8  |
| 6  |
| 4  |
| 2  |

Common Area

PLANTAGNET CIRCLE

Woods / Stream Common Area

|   |   |   |   |   |    |    |    |
|---|---|---|---|---|----|----|----|
| 1 | 3 | 5 | 7 | 9 | 11 | 13 | 15 |
| 1 |   |   |   | 1 |    | 3  | 8  |

|    |    |    |    |    |    |
|----|----|----|----|----|----|
| 17 | 19 | 21 | 23 | 25 | 27 |
| 2  | 1  |    |    |    | 2  |

|           |           |    |    |           |        |
|-----------|-----------|----|----|-----------|--------|
| 15        | 17        | 19 | 21 | 23        | 25     |
| LAD/RETR. | DALMATION |    |    | ROTWEILER | COCKER |

6). ORANGE CT

COMMON AREA



H96598

*Accepted*

# PETITIONER'S EXHIBIT 6

pmo  
3/74  
-01

## SEVEN COURTS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this *30<sup>th</sup>* day of *May*, 1974, by HERBERT KISHTER, a resident of Baltimore County, Maryland, t/a Seven Courts Development Company, hereinafter referred to as "Declarant".

### W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain land located in the 11th Election District of Baltimore County, Maryland and being more particularly shown on Plats 1, 2 and 3 of "Seven Courts", recorded among the Plat Records of Baltimore County in Liber E.H.K. Jr. No. *37*, folio *134*, and *135, 136, 137*

WHEREAS, Declarant desires to convey the said land, or parts thereof, and improvements thereon subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the aforesaid land and any improvements now or hereafter erected thereon shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing the value, desirability and attractiveness of said properties. Said easements, restrictions, covenants and conditions, and all charges and liens created or imposed pursuant hereto, shall run with the land and shall be binding upon all persons hereafter having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner of any part thereof.

DHF:pmo  
5/28/74  
202A-08

Section 9. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas for more than twenty-four (24) hours provided, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

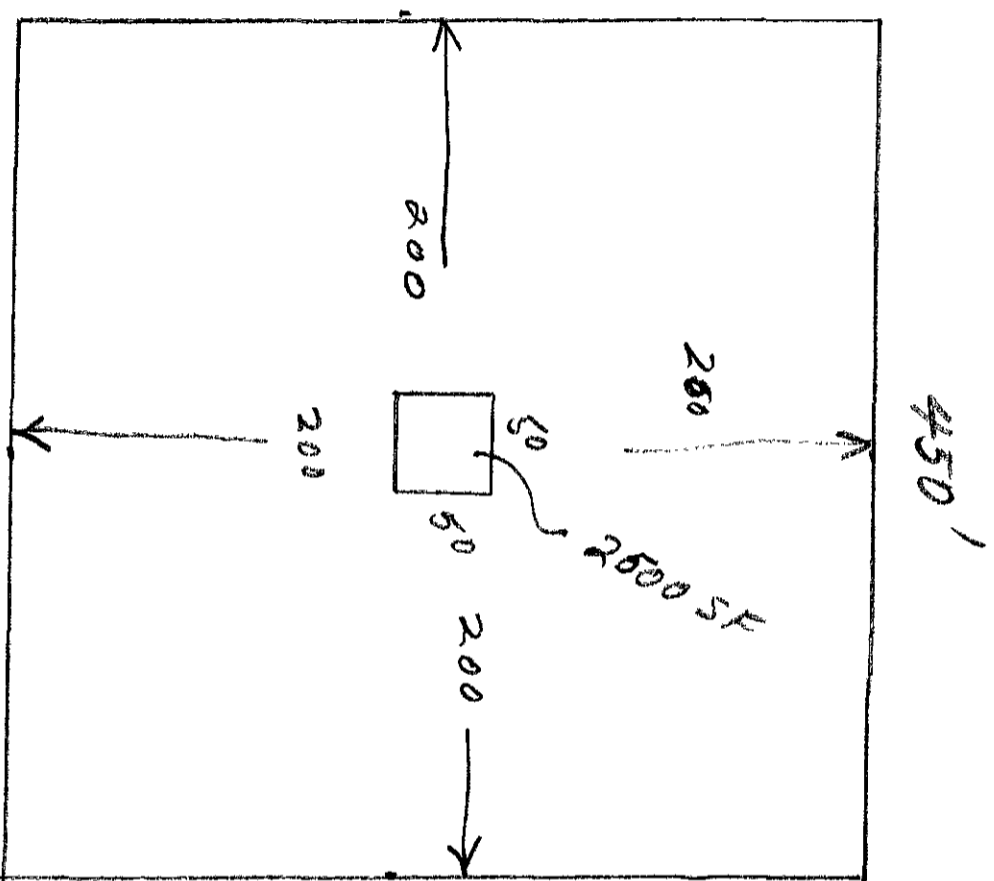
Section 10. No vehicles (including trailers and campers), except as may be classified as passenger cars or station wagons, shall be regularly parked in residential areas.

Section 11. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. During the construction and sales period no signs may be displayed except those erected by Declarant. Thereafter, no signs exceeding two square feet shall be displayed.

Section 13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 14. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.



Baltimore County Kennel  
Requirements

with 300 setbacks

50' X 50' Kennel Area,

$$450 \times 450 = 202,500 \text{ SF}$$

4,650 sq. ft.

if setback

$$1' = 100$$

PETITIONER'S  
EXHIBIT Z

Protestant's  
Exhibit 1

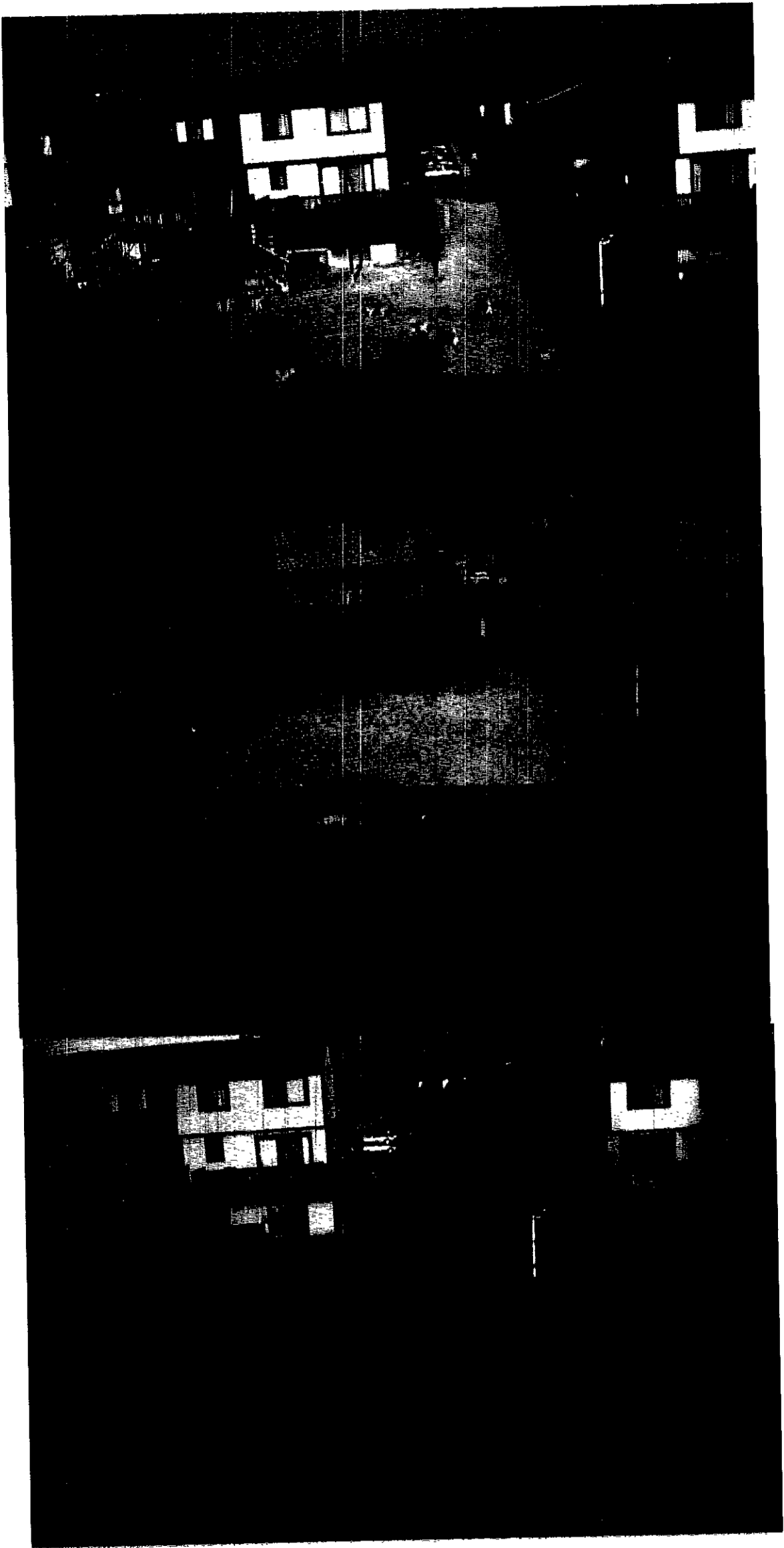
photographs

97-586-XA

(rear yard,  
w/dogs)







Protestant's  
Exhibit 4  
photographs  
(near yard)

97-586-XA







# PROTESTANTS EXHIBIT NO. 2

## PETITION AGAINST VARIANCE

As concerned residents of the Seven Courts Community, we, the undersigned, stand in opposition to the establishment of a kennel at 15 Romanoff Court.

The following represent just a few of our concerns:

- Seven Courts is family-oriented townhouse community with many young children; we are concerned for the safety of these children.
- Noxious odors emanating from animal waste on Ms. Boyd's property prevent other residents from enjoying the full use of their own properties.
- Ms. Boyd's backyard has been reduced to a "dust bowl." This poses a health hazard to neighboring residents. More importantly, the condition of Ms. Boyd's property diminishes the value of all homes in the area.

| Name             | Address             |
|------------------|---------------------|
| Dubline Selwoy   | 103 E. Orange Ct.   |
| Deane Cosgrove   | 107 E Orange Ct     |
| David Song       | 101 E. Orange Ct.   |
| Elena A.         | 170 E. Orange Ct.   |
| James Michael    | 121 E. ORANGE CT.   |
| Harold Taylor    | 123E ORANGE CT.     |
| Claine Cobbin    | 129 E. Orange Ct.   |
| Ann Varace       | 135 E. Orange Ct.   |
| Jive Trainis     | 137. E. Orange Ct   |
| Dionne E. Harris | 147. E. Orange Ct.  |
| Margaret Orr     | 155 E. Orange Ct.   |
| Janet Stahl      | 109 East Orange Ct. |
|                  |                     |
|                  |                     |
|                  |                     |

# PETITION AGAINST VARIANCE

As concerned residents of the Seven Courts Community, we, the undersigned, stand in opposition to the establishment of a kennel at 15 Romanoff Court.

The following represent just a few of our concerns:

- Seven Courts is family-oriented townhouse community with many young children; we are concerned for the safety of these children.
- Noxious odors emanating from animal waste on Ms. Boyd's property prevent other residents from enjoying the full use of their own properties.
- Ms. Boyd's backyard has been reduced to a "dust bowl." This poses a health hazard to neighboring residents. More importantly, the condition of Ms. Boyd's property diminishes the value of all homes in the area.

| Name                 | Address             |
|----------------------|---------------------|
| Maree & Pat McMullen | 138 E. Orange Ct    |
| Holly Arne Schmidt   | 140 E Orange Ct.    |
| Bob Green            | 142 E Orange        |
| Jim Jones            | 144 E. Orange Ct.   |
| Mr. Robert S. Smith  | 146 E. Orange Ct.   |
| Mrs. Frank           | 148 E. ORANGE CT    |
| Doug & Kathy Blueler | 152 E Orange Ct.    |
| John W. Coy          | 156 E. Orange Ct.   |
| David B. Lee         | 162 E. Orange Ct.   |
| Mark W. S.           | 164 E. Orange Ct.   |
| Barbara Massey       | 166 E. Orange Court |
| Janice Richardson    | 168 E. Orange Ct.   |
| Lawn Ensoe           | 119 E Orange Ct     |
|                      |                     |

# PETITION AGAINST VARIANCE

As concerned residents of the Seven Courts Community, we, the undersigned, stand in opposition to the establishment of a kennel at 15 Romanoff Court.

The following represent just a few of our concerns:

- Seven Courts is family-oriented townhouse community with many young children; we are concerned for the safety of these children.
- Noxious odors emanating from animal waste on Ms. Boyd's property prevent other residents from enjoying the full use of their own properties.
- Ms. Boyd's backyard has been reduced to a "dust bowl." This poses a health hazard to neighboring residents. More importantly, the condition of Ms. Boyd's property diminishes the value of all homes in the area.

| Name               | Address                   |
|--------------------|---------------------------|
| Gary Jones         | 25 Romanoff Ct 21234      |
| Melinda Bayley     | 26 Romanoff Ct 21234      |
| Marie / Beside     | 14 NEVES CT               |
| Ken B. Mack        | 11 NEVES COURT 21234      |
| Nancy Lee Ellis    | 13 Neves Court 21234      |
| Robin Engler       | 12 Neves Ct. 21234        |
| Stephanie Brown    | 9 NEVES Ct. 21234         |
| Zuzette Brall      | 16 NEVES CT 21234         |
| Ed Ellsworth       | 1 BERNADOTTE Ct, 21234    |
| Lou Lally          | 10 Bernadotte Ct., 21234  |
| Kathleen L. Ni Sen | 16 " " "                  |
| D. Guldner         | 19 Bernadotte Ct "        |
| Juni Gianfetta     | 31 Bernadotte Court 21234 |
| Linda Miller       | 27 Bernadotte Court 21234 |
| Lacey Malow        | 5 BERNADOTTE Ct 21234     |

# PETITION AGAINST VARIANCE

As concerned residents of the Seven Courts Community, we, the undersigned, stand in opposition to the establishment of a kennel at 15 Romanoff Court.

The following represent just a few of our concerns:

- Seven Courts is family-oriented townhouse community with many young children; we are concerned for the safety of these children.
- Noxious odors emanating from animal waste on Ms. Boyd's property prevent other residents from enjoying the full use of their own properties.
- Ms. Boyd's backyard has been reduced to a "dust bowl." This poses a health hazard to neighboring residents. More importantly, the condition of Ms. Boyd's property diminishes the value of all homes in the area.

| Name             | Address                          |
|------------------|----------------------------------|
| Susan M. Glaze   | 27 Romanoff Ct. Balto, Md 21234  |
| Pat Bateman      | 17 Romanoff Ct. Balto, Md. 21234 |
| Judy Cole        | 20 Romanoff Ct Balto, Md. 21234  |
| Maureen Brasler  | 5 Romanoff Ct Balto 21234        |
| Mary R. Lynn     | 23 Romanoff Ct Balto Md 21234    |
| Denise Hunter    | 28 Romanoff Ct Balto MD 21234    |
| Jean M. Carrotto | 26 Neves Ct.                     |
| [Signature]      | 1 NEVES CT.                      |
| Alice Sherell    | 5 Neves Ct.                      |
| Kathleen Symmes  | 7 Neves Ct.                      |
| Howard Almy      | 8 Neves Ct                       |
| [Signature]      | 17 Neves Ct.                     |
| Ron Kraft        | 18 Neves Ct                      |
| [Signature]      | 19 Neves                         |
| Sandra Wood      | 20 Neves Ct.                     |

## PETITION AGAINST VARIANCE

As concerned residents of the Seven Courts Community, we, the undersigned, stand in opposition to the establishment of a kennel at 15 Romanoff Court.

The following represent just a few of our concerns:

- Seven Courts is family-oriented townhouse community with many young children; we are concerned for the safety of these children.
- Noxious odors emanating from animal waste on Ms. Boyd's property prevent other residents from enjoying the full use of their own properties.
- Ms. Boyd's backyard has been reduced to a "dust bowl." This poses a health hazard to neighboring residents. More importantly, the condition of Ms. Boyd's property diminishes the value of all homes in the area.

| Name                 | Address           |
|----------------------|-------------------|
| Mary S. Geisley      | 38 Romanoff Court |
| Sara (Sally) Holston | 3 Romanoff Ct.    |
| Chris Lee            | 36 ROMANOFF       |
| Mary Steinker        | 34 Romanoff       |
| W. S. Steinker       | 14 " Ct.          |
| Donna Meredith       | 15 Romanoff Ct.   |
| Ann Miller           | 4 Romanoff Ct.    |
| Charles Mayspeck     | 9 Romanoff Ct.    |
| Joy Gibbs            | 11 Romanoff Ct.   |
| Oliver Raulings      | 21 Romanoff Ct.   |
| Theresa Nudo         | 40 Romanoff Ct.   |
| Lisa Dubell          | 32 Romanoff Ct.   |
| Larry L. Anderson    | 24 Romanoff Ct.   |
| Stephen R. Sullivan  | 1 Romanoff Ct.    |
| Samuel Gappe         | 16 ROMANOFF CT.   |

# PETITION AGAINST VARIANCE

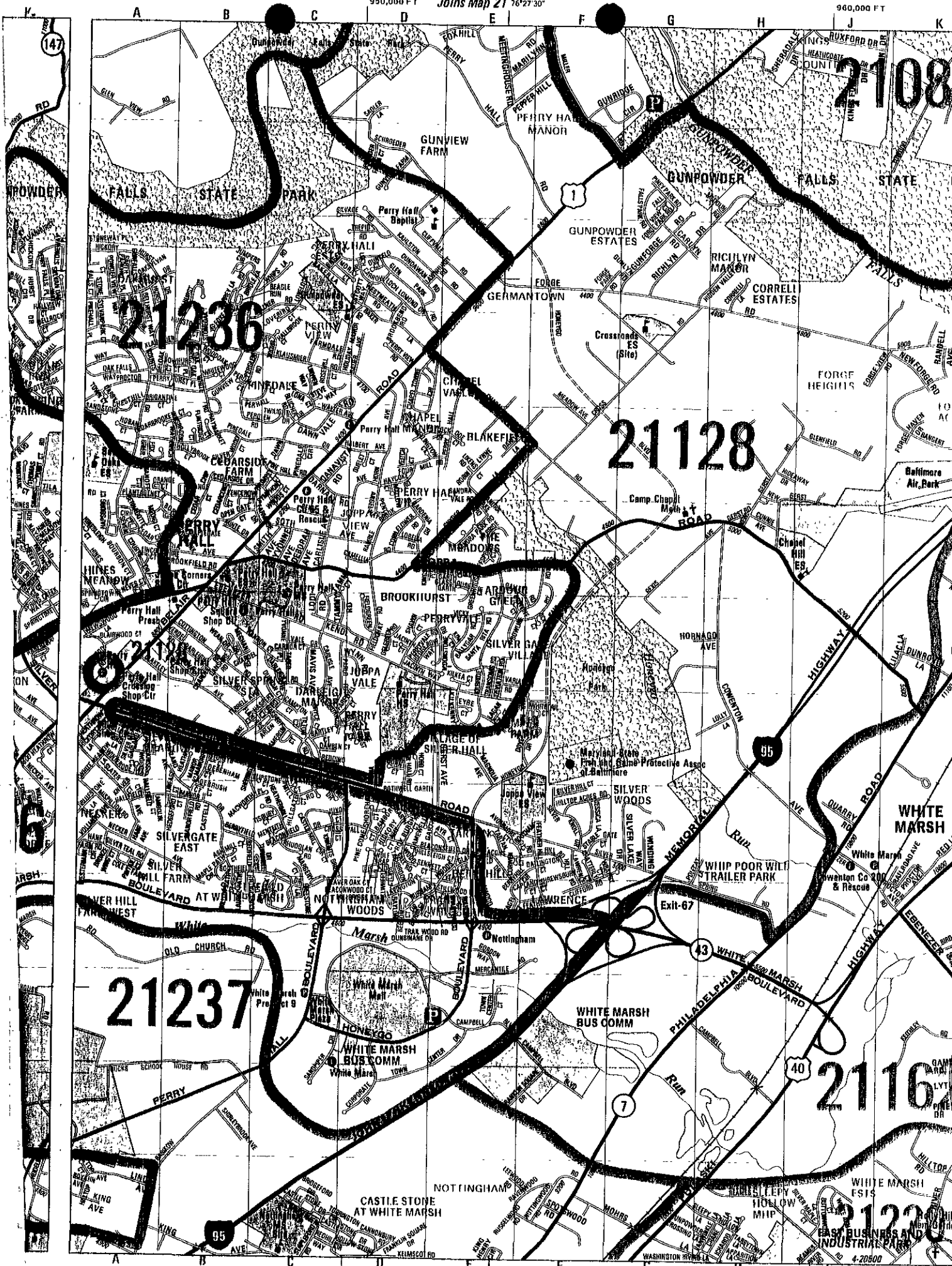
As concerned residents of the Seven Courts Community, we, the undersigned, stand in opposition to the establishment of a kennel at 15 Romanoff Court.

The following represent just a few of our concerns:

- Seven Courts is family-oriented townhouse community with many young children; we are concerned for the safety of these children.
- Noxious odors emanating from animal waste on Ms. Boyd's property prevent other residents from enjoying the full use of their own properties.
- Ms. Boyd's backyard has been reduced to a "dust bowl." This poses a health hazard to neighboring residents. More importantly, the condition of Ms. Boyd's property diminishes the value of all homes in the area.

| Name                   | Address            |
|------------------------|--------------------|
| Arthur Trocchio        | 19 West Orange Ct. |
| Sharon M. Cardamone    | 15 W. Orange Ct.   |
| Christopher E. Olynyck | 23 W. Orange Ct.   |
| Margaret Hammond       | 11 W. Orange Court |
| Maureen Davis          | 17 W. Orange Ct    |
| Alvina Stover          | 9 W. Orange Ct.    |
| Dante Resto            | 9 W Orange Ct      |
| Vivienne Lynch         | 7 W. Orange Ct.    |
| Joseph G. Swedler      | 6 W. Orange Ct.    |
| Lisa Meley             | 12 W. Orange Ct.   |
| Lynn Meley             | 12 W. ORANGE Ct.   |
| Jim A. Paul            | 14 W. Orange Ct.   |
| Maria Salpeas          | 20 W. Orange Ct.   |
| Nelson Chelchewski     | 24 W Orange Ct.    |
| Edward F. Chelchewski  | 24 W ORANGE Ct.    |





21236

21128

2108

21237

2116

21220



8/11/97

To: Seven Courts Community Association, Inc.

From: Christopher E. Oleynick  
23 W. Orange Court  
Baltimore, MD 21234

RE: 15 Romanoff Court  
Baltimore, MD 21234

**PROTESTANTS  
EXHIBIT NO. 3**

Please be advised of my concern regarding the situation at 15 Romanoff Court. While I sympathize on a personal level with Ms. Gil-Boyd, I am at the same time extremely opposed to the unsightly manner her grounds have deteriorated to over the past year. I feel there is a health hazard as well due to the fact the dogs urinate on soil which subsequently dries and is then air born. The proximity of our homes makes the air born particulates a great concern especially with the number of children in the community. Secondary, I feel Ms. Gil-Boyd must be reminded her actions carry consequences for a great number of people around her from property values to quality of life in general. It is my opinion that any exception or compromise in Ms. Gil-Boyd's favor will set a very serious and unfortunate precedent in the Seven Courts Community.

Subscribed and sworn to before me in my presence,  
this 11 day of August 19 97, a Notary Public  
in and for the State of Maryland County of Baltimore

[Signature]  
Notary Public

My commission expires 10/1 10 2000

Sincerely  
[Signature]  
Christopher E. Oleynick

M.C.N. MINDERLEIN  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires Oct. 01, 2000