IN THE MATTER OF * BEFORE THE

THE APPLICATION OF

STANLEY S. ANDREWS, ET UX * COUNTY BOARD OF APPEALS

FOR SPECIAL HEARING ON

PROPERTY LOCATED ON THE WEST * OF

SIDE GREENWOOD ROAD, 1180' S

OF RIDGE RD (510 GREENWOOD RD)* BALTIMORE COUNTY

9TH ELECTION DISTRICT

4TH COUNCILMANIC DISTRICT * CASE NO. 98-172-SPH

AND

GREENWOOD MEADOWS / * CASE NO. CBA-97-145

REFINEMENT TO CRG PLAN

ORDER OF DISMISSAL

This matter comes to this Board on appeal from a decision of the Zoning Commissioner in Case No. 98-172-SPH in which Petitioner's request for special hearing relief was granted; and on appeal from a decision by the Department of Permits & Development Management in Case No. CBA-97-145 in which First Refinement to the Greenwood Meadows CRG Plan, File No. IX-588, was approved.

WHEREAS, the Board is in receipt of a letter of dismissal of appeal filed by Michael P. Tanczyn, Esquire, counsel for Ralph H. Ferrell III, et al, and Mr. and Mrs. Stanley Klinefelter, Protestants /Appellants, filed March 31, 1998 (a copy of which is attached hereto and made a part hereof); and

WHEREAS, said counsel for Protestants /Appellants requests that the appeals filed in this matter be dismissed as of this date as indicated in the attached letter of dismissal;

IT IS HEREBY ORDERED this <u>2nd</u> day of <u>April</u>, 1998 by the County Board of Appeals of Baltimore County that said appeals be and the same are hereby DISMISSED.

COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

Charles L. Marks

Margaret Worrall

Thomas P. Melvin



County Board of Appeals of Baltimore County

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

April 2, 1998

Michael P. Tanczyn, Esquire 606 Baltimore Avenue Suite 106 Towson, MD 21204

RE: Case No. 98-172-SPH / Stanley S. Andrews, et ux and Case No. CBA-97-145 / Greenwood Meadows

Dear Mr. Tanczyn:

Enclosed please find a copy of the Order of Dismissal issued this date by the County Board of Appeals of Baltimore County in the subject matter.

Very truly yours,

Charlotte E. Radeliffe for Kathleen C. Bianco

Administrator

encl.

cc: Ralph H. Ferrell III, et al Mr. & Mrs. Stanley Klinefelter G. Scott Barhight, Esquire John P. Evans, Esquire Mr. & Mrs. Stanley S. Andrews Stephen Jencks Robert Covahey /Ed Haile Daft-McCune-Walker, Inc. Suzanne M. Garriges Karl W. Diehn People's Counsel for Baltimore County Pat Keller Arnold Jablon, Director / PDM Donald T. Rascoe, Project Mgr. Lawrence E. Schmidt Virginia W. Barnhart, County Attorney

IN RE: PETITION FOR SPECIAL HEARING
W/S Greenwood Road, 1180 ft. S
of Ridge Road
510 Greenwood Road
9th Election District

4th Councilmanic District Stanley S. Andrews, et ux Petitioners * BEFORE THE

* ZONING COMMISSIONER

* OF BALTIMORE COUNTY

* Case No. 98-172-SPH

* * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner as a Petition for Special Hearing for the property located at 510 Greenwood Road in Towson. The Petition was filed by Stanley S. Andrews and Linda Andrews, property Special Hearing relief is requested as follows: (1) For approval owners. of the Second Amended Final Development Plan for Greenwood Meadow, for lot 6; (2) For approval of the amendment of the previously approved site plan in case No. 93-152-A; (3) For approval of the subdivision of lot 6 into lots 6 and 7; (4) For confirmation that the front yard setback variance to allow 13.3 ft. in lieu of the required 60 ft., as granted in case No. 93-152-A, shall apply to new lot 7, in lieu of the new lot 6; and (5) For confirmation that Restriction No. 2 in case No. 93-152-A shall apply to the new lot 7, in lieu of the new lot 6. The subject property and requested relief are more particularly shown on Petitioners' Exhibit No. 4, the Second Amended Final Development Plan and Plat to Accompany the Petition for Special Hearing for Greenwood Meadow.

Appearing at the requisite public hearing held for this case were the Petitioners, Stanley S. Andrews and Linda Andrews, property owners. Also appearing in support of the Petition was Marc Witman, Chris Crampton and Ed Haile, principal at Daft-McCune-Walker, Inc., the consultants who prepared the plat. The Petitioners were represented by John P. Evans, Esquire and G. Scott Barhight, Esquire. Appearing in opposition to the

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request were Ralph H. Ferrell III. Standard T. Klinefelter, Suzanne M. Carriges and Karl W. Diehn. These individuals all live in close proximity to the subject property.

Testimony was received from Linda Andrews, Petitioner. She indicated that the subject property, originally known as lot 6 of the subdivision platted as Greenwood Meadow, was acquired by her and her ex husband, Stanley S. Andrews, in 1994. As originally configured, lot 6 was approximately 2.1 acres in area, zoned D.R.2. The lot is located at the corner of the overall property which comprises this subdivision, with road frontage on Greenwood Road.

Presently, lot 6 is unimproved but for a small frame house which is situated immediately adjacent to Greenwood Road. This small structure is known as the Robert Woods tenant house and was constructed approximately 150 years ago. The structure is a Maryland Historical Trust site (No. BA1766). The dwelling originally served as a tenant house, when the property was the part of a large farm in the early years of Towson's history.

Ms. Andrews testified that she purchased the property from Mr. Klinefelter, one of the developers of the overall tract. The property which constitutes the Greenwood Meadow subdivision (formerly known as the Jencks property) is approximately 15 acres in area, zoned D.R.2. The property was subdivided and developed by Mr. Klinefelter and his partners in the early 1990s. At that time, development in Baltimore County was regulated by the County Review Group (a/k/a CRG). For this development, CRG approval was obtained on June 29, 1992. Shortly thereafter, on November 4, 1992, a final development plan, as required by the Baltimore County Zoning Regulations (BCZR), was filed and accepted by the Department of Permits and Development Management.

Manual Manual Contract of the Contract of the

That CRG plan/FDP showed development of the overall property into 6 lots. Lot No. 1 is Mr. Klinefelter's homesite and contains an existing dwelling known as 530 Greenwood Road. Five additional lots (Nos. 2 thru 6) were also created. Several of these have been developed and are now residences of several of the Protestants who appeared.

Ms. Andrews also produced a copy of a letter from John Menton, Associate Real Estate Broker with O'Conor, Piper and Flynn to her agent, Chris Crampton. Apparently, Mr. Menton and his firm represented Mr. Klinefelter in the sale of the property to the Andrews. That letter references the Declaration of Covenants, Easements and Assessments and also notes that the main purpose of the amendment to that document was to enable lot 6 to be subdivided. Based on these documents and her recollection, Ms. Andrews testified that it was always the intent of the Petitioners and the developer to permit subdivision of lot 6 and that the instant Petition should, therefore, be approved.

Also testifying was Chris Crampton, the Realtor who represented the Andrews during their purchase of lot 6 from Mr. Klinefelter. He corroborated the testimony offered by Ms. Andrews and identified the letter from Mr. Menton, Exhibit No. 2, referenced above.

Further testimony was received from Mr. Haile, an engineer who worked on the amendments to the plan. He noted that the property was originally developed under a plan prepared by another consultant. He described the approved CRG plan and Final Development Plan. Those previously approved plans have apparently already been amended once. That first amendment, approved in July of 1997, relocated a sewer line and made changes to the The second proposed amendment to the FDP is by way of the forest buffer. instant Petition for Special Hearing, which seeks formal approval of the subdivision of lot 6 into a "new" lot 6 and lot 7. Mr. Haile also described the zoning history of this site as set out in a prior case, No. 93-152-A. In that case, a Petition for Variance was sought for the existing location and setbacks for the Robert Woods tenant house. A copy of the Order issued by this Zoning Commissioner in that case on December 17, 1992 was submitted as Petitioners' Exhibit No. 3. Essentially, that Order legitimized the height and the location of the historic tenant house. Variance relief was permitted to allow the house to remain at its location, despite a deficient front yard setback. Also, a variance was granted to allow the building to remain at 20 ft. in height, in lieu of the required 15 ft.

Mr. Haile noted that his firm has prepared the second amendment to the FDP. Specifically, the plan shows a subdivision of lot 6 to create two new lots. New lot 6 will be 1.862 acres in area and is proposed for development with one new single family dwelling. New lot 7 will contain the existing frame tenant house and the grounds immediately adjacent thereto. That lot will be .230 acres in area.

Mr. Haile also offered expert testimony in support of the Petition for Special Hearing. He opined that the request meets the provisions of Section 502.1 and Section 1801.3.A.7.b(1) of the BCZR. A comment from the

Office of Planning supporting Mr. Haile's conclusions as to compliance with Section 1801.3.A.7.b. was also offered.

Testimony was also received from the Protestants. Mr. Klinefelter testified that he was the original developer of the property and traced the history of that development. He indicated that originally it was his desire to tear down the tenant house, however, same was retained at the insistence of Baltimore County. He also described how the house was rented for many years by a tenant (Mr. Huey) and originally the tenant proposed purchasing the house and rehabilitating same. Unfortunately, that purchase was never consummated and the house has fallen into a state of disrepair.

Testimony was also received from Ms. Garriges, who resides immediately adjacent to lot 6. She now owns the property shown on the plan as belonging to Betsy Stewart Gustin. She fears an increase in residential density if the proposed subdivision is approved. She is also concerned that any new dwelling will be situated too close to her house and will be disruptive to the residential character of the area.

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Similar comments were offered by Messrs. Ferrell and Diehn. Mr. Diehn's testimony in particular is of note. He believes that the tenant house is of little value (either historic or otherwise) and detracts from the appearance of the overall neighborhood. He believes that same should be torn down and lot No. 6 maintained in its present size and configuration. The Protestants are also concerned that proposed lot 7 is much smaller than the other lots in this subdivision and is out of character with same.

In addition to the testimony and evidence received at the hearing, I conducted a site inspection of the property. The houses in the subdivision are all attractive single family dwellings on large lots. The existing tenant house appears to have fallen into a state of disrepair. From

my layman's perspective, it appears to be nearly uninhabitable in its present condition.

This is a difficult case. On its face, the creation of lot 7 is inconsistent with the other 6 lots in this subdivision. However, a closer examination of the history of the development of this tract provides a justification for this inconsistency.

A review of the CRG file shows that the tenant house was the subject of much discussion and study when the original development was approved by the CRG. A note appears on both the CRG plan and Final Development Plan (note 18) indicating that the tenant house is of historic value and must be preserved. As noted above, the house has been assigned an item number by the Maryland Historic Trust.

In hindsight, perhaps the developer of this property should have contested the required preservation of this structure at the time the CRG plan was undergoing review and approval. However, at that time, he apparently believed that the long term tenant of that house would acquire the dwelling and the inconvenience associated with the maintenance of the structure. In such an event, the tenant house would no longer be his concern. Unfortunately, that expectation never materialized.

In my judgment, it is clear that the Petitioners, when they acquired lot 6, understood that their lot could be subdivided so as to carve out a small parcel for the tenant house and a larger lot for a new single family dwelling. This is not a case where a lot purchaser wishes to subdivide his/her lot in a manner inconsistent with the original development plan. To the contrary, the proposed subdivision here was contemplated and anticipated by all parties at the time the original FDP was approved.

Admittedly, new lot 7 is inconsistent in size with the other six lots in this subdivision. However, that inconsistency is brought about by a singularly unique factor; to wit, the existence of the historic struc-

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ture. To compare the size of and improvements on lot 7; i.e., the tenant house, with the size and improvements on the other lots is an unfair comparison. It is simply apples to oranges. The homes on the other lots are all large and recently built. The structure on lot 7 is a 150 year old historic building, which was preserved under the mandate of law.

Admittedly, there may be some validity to Mr. Diehn's comment. Perhaps, it might be argued that the razing of the structure on lot 7 is appropriate. Certainly, I was unimpressed with the building's integrity during my site visit. Unfortunately, however, this is not an option, at least in this case. As noted above, the CRG plan and Final Development Plan both contain notes indicating that the structure must be preserved. A deletion of these notes can only be accomplished by amendment to those plans. As Zoning Commissioner, I do not have the authority to amend the CRG plan and I have not been requested to amend the FDP in that fashion. Moreover, obviously, the Petitioners would be required to follow the appropriate legal channels required by the Maryland Historic Trust to demolish/alter the tenant house. Thus, although Mr. Diehn's comment may be meritorious, his suggestion cannot be accomplished in these proceedings.

For all of these reasons, I am persuaded to grant the Petition for Special Hearing. In sum, I attach great significance to the fact that the subdivision of lot 6 was clearly envisioned when the CRG plan was approved and the lot sold to the Petitioners. Moreover, the inconsistency in the size of lot 7, as compared with the other 6 lots; as well as the improvements thereon, is justified by the historic designation of the tenant house. These factors are persuasive to a finding that the Petition should be granted.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief requested should be granted.

IT IS FURTHER ORDERED that approval of the amendment of the previously approved site plan in case No. 93-152-A, be and is hereby CRANTED; and,

IT IS FURTHER ORDERED that approval of the subdivision of lots 6 into lots 6 and 7, be and is hereby GRANTED; and,

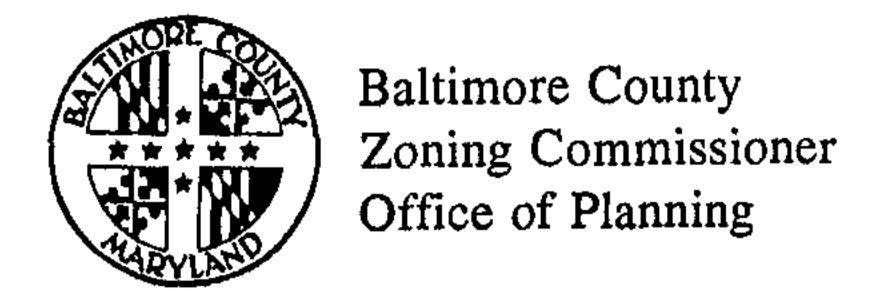
IT IS FURTHER ORDERED that confirmation that the front yard setback variance of 13.3 ft., in lieu of the required 60 ft., as granted in case No. 93-152-A shall apply to new lot 7, in lieu of the new lot 6, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that confirmation that Restriction No. 2 in case No. 93-152-A shall apply to the new lot 7, in lieu of the new lot 6, be and is hereby GRANTED, subject, however, to the following restriction:

1. The Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.

LES: mmn

EAWRENCE E. SCHMIDT Zoning Commissioner for Baltimore County



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

December 18, 1997

G. Scott Barhight, Esquire John P. Evans, Esquire 4th floor 210 W. Pennsylvania Avenue Towson, Maryland 21204

RE: Petition for Special Hearing

Case No. 98-172-SPH

Property: 510 Greenwood Road

Stanley S. Andrews, et ux, Petitioners

Dear Counsel:

Enclosed please find the decision rendered in the above captioned case. The Petition for Special Hearing has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered 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 Appeals Clerk at 887-3391.

Very truly yours,

LAWRENCE E. SCHMIDT Zoning Commissioner for Baltimore County

LES:mmn encl.

c: Mr. and Mrs. Stanley S. Andrews, 6438 Cloister Gate Dr., 21212

Mr. Ralph H. Ferrell III, 522 Greenwood Road, 21204

Mr. Standard T. Klinefelter, 530 Greenwood Road, 21204

Ms. Suzanne M. Garriges, 506 Greenwood Road, 21204

Mr. Karl W. Diehn, 512 Greenwood Road, 21204



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 510 Greenwood Road

which is presently zoned

D.R. 2

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 Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should apprecia

1) approve the Second Amended Final Development Plan for Greenwood Meadow;

2) approve the amendment of the previously approved site plan in Case #93-152-A;

3) approve the subdivision of Lot 6 into Lots 6 and 7;

4) confirm that the front yard setback variance of 13.3 ft in lieu of the required 60 ft granted in Case #93-152-A shall apply to the new Lot 7 in lieu of the new Lot 6;

5) confirm that Restriction No. 2 in Case No. 93-152-A shall apply to the new Lot 7 in lieu of the new Lot 6.

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

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

	(We do solemnly declare and affirm, under the penalties of perjury, that I/we are the tegal owner(a) of the property which is the subject of this Petition.
Contract Purchaser/Lessee:	Legal Owner(s):
(Type or Print Name)	Stanley S. Andrews (Type or Print Name)
	Stauly Hudiews w
Signature	Signature
*	Linda Andrews
Address	(Type or Print Name) Linda Undreus
City State Zipcode	~signature)
:³ Attorney for Petitioner:	6438 Cloister Gate Dr. 410-377-5273 Address
	Baltimore MD 21212
(Type or Print Name)	City Name, Address and phone number of representative to be contacted.
Manual Signature 4th Floor	John P. Evans (410) 832-2027
210 W. Pennsylvania Ave (410) 832-2027 Address Phone No.	210 W. Pennsylvania Ave, Towson, MD-21204
Towson, MD 21204 State Zipcode	ESTIMATED LENGTH OF HEARING Unavailable for Hearing
A Partie of the	the following defee Next Two Months ALLOTHER
	REVIEWED BY: DATE TO SUPERIOR DATE

75-172-317

Zonina Drescription/510 GREENWEED P.D.

BECHNUING AT A POINT ON THE WEST SIDE OF 1180 GREENWOOD RD. AT A DISTANCE OF THE FT. ± SOUTH OF MEADOWRIDGERD, BEING HOT # 6 IN THE SUBDIVISION OF GREENWOOD MEADOW, THE 2.092 ACT IN THE 9TH E.D.

Mu

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

Case. #88 7 / 6 Electronic Case. #88 7 / 6 Electronic Charles Stanley S. Andrews and Linda Andrews and Linda Andrews

Stanley 5. Angrews and Linda Andrews
Special Hearing: to approve the Second Amended Final Development Plan for Greenwood Meadows, for Lot 6, to approve the amendment of the previously approved site plan in case #93-152-A; to approve the embelvious of Lot 6. prove the subdivision of Lot 6 into Lots 6 and 7; to confirm that the front yard setback variance of 13,3 feet in lieu of the required 60 feet granted in case #93-152-A shall apply to the new Lot 7 in lieu of the new Lot 6; and to confirm that Restriction No. 2 in case #93-152-A shall apply to the new Lot 7 In lieu of the new Lot 6.

Hearing: Tuesday, December 2, 1997 at 9:00 a.m. in Room 407, Courts Bidg., 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 concern-Ing the File and/or Hearing. : Please Call (410) 887-3391.

11/139 Noy, 13 C189172

CERTIFICATE OF PUBLICATION

CONTROL MIN

TOWSON, MD.,
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 successive
weeks, the first publication appearing on

THE JEFFERSONIAN,

LEGAL AD. - TOWSON

BALTIMORE COUNTY, MARYLAN OFFICE OF BUDGET & FINANCE MISCELLANEOUS RECEIPT DATE 10/50/97 ACCOUNT KONGSO AMOUNT \$ 50.00 RECEIVED COUNTES FORD TAYE USE FOR: SPA	
DISTRIBUTION WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER	CASHIER'S VALIDATION
BALTIMORE COUNTY, MARYLAND OFFICE OF BUDGET & FINANCE MISCELLANEOUS RECEIPT DATE 1/71/98 ACCOUNT 15:001:6150	
RECEIVED Prichae (P. Tanczyn, P.A. FROM: Appeal - Case # 98-112 SPH	
DISTRIBUTION THAT ACENICY VELLOW - CUSTOMER	CASHIER'S VALIDATION

J. J. 128-37 Same 25

CERTIFICATE OF POSTING

RE: Case No.: 98-172-SPH
Petitioner/Developer:
(Stanley S. Andrews)
Date of Hearing/Closing:
(Dec. 2, 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 Gentleman:	
This letter is to certify under the penalties	s of perjury that the necessary sign(s) required by
law were posted conspicuously on the pro-	operty located at
510 Greenwood Road Towson, Marylan	nd 21204
The sign(s) were posted onNo	v. 17, 1997
	(Month, Day, Year)
	Sincerely, (Signature of Sign Poster & Date)
	Thomas P. Ogle, Sr
A CONTRACTOR OF THE STATE OF TH	325 Nicholson Road
	Baltimore, Maryland 21221
記録を確認しております。 にはない。これは、というでは、ないできる。 のできない。これでは、ないでは、ないです。 のできない。これでは、ないでは、ないです。 のできない。これでは、ないでは、ないです。 のできない。これでは、ないでは、ないです。 のできない。これでは、ないでは、ないです。 のできない。これでは、ないでは、ないです。 のできない。これでは、ないでは、ないです。 のできない。これでは、ないでは、ないです。	(410)-687-8405 (Telephone Number)

98-172-5PH

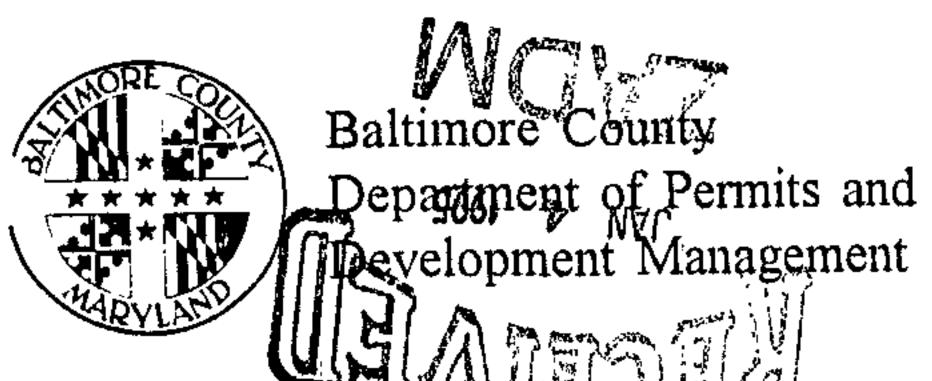
CERTIFICATE OF POSTING

]	RE: Case No.: 98-172-5PH
]	Petitioner /Developer:
_	STANLEY S. ANDREWS
· I	Date of Hearing/Closing:
Baltimore County Department Permits and Development Ma County Office Building, Ro 111 West Chesapeake Avenue Towson, MD 21204	anagement com 111
Attention: Ms. Gwendolyn S	Stephens
Ladies and Gentlemen:	
This letter is to certif	y under the penalties of perjury that the
necessary sign(s) require	ed by law were posted conspicuously on the
property located at5	10 GREENWOOD RP.
UNIMPROUED LOT)
The sign(s) were posted or	n <u>2/11/98</u> (Month, Day, Year)
	Sincerely, Aug June 2/11/98 Signature of Sign Poster and Date GARY FREUND Printed Name
	Address
	City, State, Zip Code
	Telephone Number

Request for Zoning: Variable, Special Exception, or Special Hearing	
Date to be Posted: Anytime before but no later than	CALLED ATTNY LFTMSG-OF-CASE-H
Format for Sign Printing, Black Letters on White Background:	LETMSG-OF CASE !! CORRECTION MALLED
	COPY TO FITHY AND OWNERS, JLL, 11/4/97
ZONING NOTICE	REVISE THIS NUMBER
Case No.: 98-30-5	PH
A PUBLIC HEARING WILL BE HELD THE ZONING COMMISSIONER IN TOWSON, MD	BY
PLACE: _*	
DATE AND TIME: *	· · · · · · · · · · · · · · · · · · ·
REQUEST: A SPECIAL HEARING TO AMENDED FOR TO AMENDED FOR GREENWAND MEADON (LOT 6) AND 20NING-CASE 9	NAL DEVELOPMENT 3-152-A TO APPROVE
A SUBDIVISION OF LOTE, CONFIRM VARIANCES AND CERT	
POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE S TO CONFIRM HEARING CALL 887-339	
DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING	UNDER PENALTY OF LAW
HANDICAPPED ACCESSIBLE	<u>C</u>

9/96 port.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.

11.00



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/neighboring 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 newspap	per advertising:		
Item No.:_	172 STANCEY S. ANDREWS "1	LINDA	ANDREWS
	LOTG, GREENWOOD MEADO		
PLEASE FOR	WARD ADVERTISING BILL TO:		
	JOHN P. EVANS		
	WHITEFORD, TAYWR & PRE PENSUSYLVANIA AUE., TOU		_
	ER: 40-832-2027		

AJ:ggs



Baltimore County Department of Permits and Development Management

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

November 6, 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 <u>Towson, Maryland</u> on the property identified herein as follows:

CASE NUMBER: 98-172-SPH
510 Greenwood Road
W/S Greenwood Road, 1180' S of Ridge Road
9th Election District - 4th Councilmanic District
Legal Owner(s): Stanley S. Andrews and Linda Andrews

Special Hearing to approve the Second Amended Final Development Plan for Greenwood Meadows, for Lot 6; to approve the amendment of the previously approved site plan in case #93-152-A; to approve the subdivision of Lot 6 into Lots 6 and 7; to confirm that the front yard setback variance of 13.3 feet in lieu of the required 60 feet granted in case #93-152-A shall apply to the new Lot 7 in lieu of the new Lot 6; and to confirm that Restriction No. 2 in case #93-152-A shall apply to the new Lot 7 in lieu of the new Lot 6.

HEARING: TUESDAY, DECEMBER 2, 1997 at 9:00 a.m. in Room 407, Courts Building, 401 Bosley Avenue.

Arnold Jablon Director

cc:

John P. Evans, Esquire

Mr. and Mrs. Stanley Andrews

NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY NOVEMBER 17, 1997.

- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.

TO: PATUXENT PUBLISHING COMPANY
November 13, 1997 Issue - Jeffersonian

Please forward billing to:

John P. Evans, Esquire
Whiteford, Taylor & Preston LLP
210 W. Pennsylvania Avenue
Towson, MD 21204
410-832-2027

NOTICE OF HEARING

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HEARING: TUESDAY, DECEMBER 2, 1997 at 9:00 a.m. in 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.



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

February 13, 1998

AMENDED NOTICE OF ASSIGNMENT

The following two (2) cases to be heard on Tuesday, April 28, 1998:

CASE #: CBA-97-145

MATTER OF: GREENWOOD MEADOWS W/s of IN THE Greenwood Road, S of Joppa Road 9th Election District; 4th Councilmanic District

(Refinement to CRG Plan /Greenwood Meadows, Lot 6

/original CRG Plan approved 1/31/92)

AND

CASE #: 98-172-SPH

IN THE MATTER OF: Stanley S. Andrews, et ux -Petitioner's 510 Greenwood Road 9th E; 4th C (Petition for Special Hearing GRANTED by Z.C.)

ASSIGNED FOR:

TUESDAY, APRIL 28, 1998 at 10:00 a.m. /Day #1 TUESDAY, JUNE 9, 1998 at 10:00 a.m. /if required

NOTICE:

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

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).

Kathles

CC:

Counsel for Appellants / Protestants : Michael P. Tanczyn, Esquire Appellants / Protestants : Ralph H. Ferrell III et al

Mr. & Mrs. Stanley Klinefelter

Counsel for Petitioners

: G. Scott Barhight, Esquire John P. Evans, Esquire

Petitioners (98-172-SPH)

: Mr. & Mrs. Stanley S. Andrews

Developer (CBA-97-145)

: Stephen Jencks

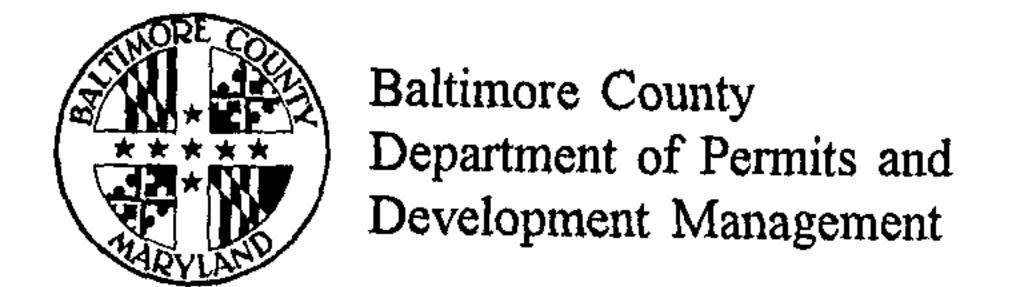
Daft McCune Walker, Inc.

/ Robert Covahey /Ed Haile

Ms. Suzanne M. Garriges

Mr. Karl W. Diehn

People's Counsel for Baltimore County Pat Keller, Director /Planning Lawrence E. Schmidt, Zoning Commissioner Donald T. Rascoe, Project Mgr. Arnold Jablon, Director /PDM Virginia W. Barnhart, Co. Attorney



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

November 26, 1997

John P. Evans, Esquire 210 W. Pennsylvania Avenue 4th Floor Towson, MD 21204

> Item No.: 172 RE:

> > Case No.: 98-172-SPH

Petitioner: Stanley Andrews, et ux

Dear Mr. Evans:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on October 30, 1997.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (410-887-3391).

W. Carl Richards, Jr.

Zoning Supervisor

WCR/re Attachment(s)



Printed with Soybean Ink on Recycled Paper



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

Baltimore County 11/1/91 Item No. 112 JLL RE:

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,

Ronald Burns, Chief Engineering Access Permits

Division

LG

DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT

INTER-OFFICE CORRESPONDENCE

TQ:

MOS

DATE: 1/6/97

FROM:

R. Bruce Seeley Rolls Review

DEPRM

SUBJECT: Zoning Advisory Committee
Meeting Date: 201. 0,

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

Item #'s:

RBS:sp

BRUCE2/DEPRM/TXTSBP

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO:

Arnold Jablon, Director

Date: November 14, 1997

Department of Permits & Development

Management

Robert W. Bowling, Chief Bureau of Developer's Plans Review

SUBJECT \

Zoning Advisory Committee Meeting

for November 17, 1997

Item Nos. 169, 170, 171/

174, and 176

The Bureau of Developer's Plans Review has reviewed the subject zoning item, and we have no comments.

RWB:HJO:jrb

cc: File

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director

DATE: November 17, 1997

Dept. of Permits & Development Management

FROM: Arnold F. 'Pat' Keller, III, Director

Office of Planning

SUBJECT: Zoning Advisory Petitions

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

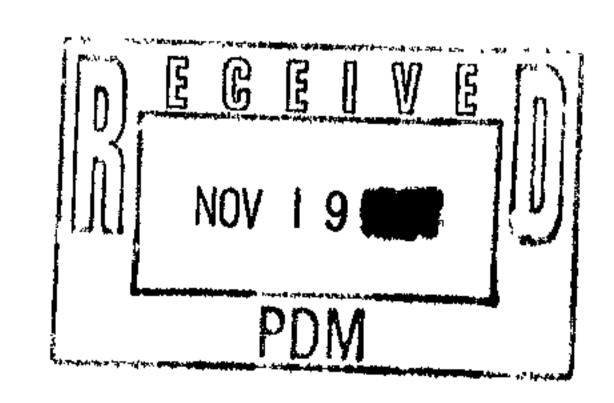
Item Nos. 172

If there should be any questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 410-887-3495.

Prepared by:_(

Division Chief:_

AFK/JL





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 11/1/97 Item No. 172 JLI

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,

₩ Ronald Burns, Chief

Engineering Access Permits

Division

LG



Office of the Fire Marshal 700 East Joppa Road Towson, Maryland 21286-5500 (410)887-4880

November 19, 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 November 10, 1997

Item No.: See Below Zoning Agenda:

Gentlemen:

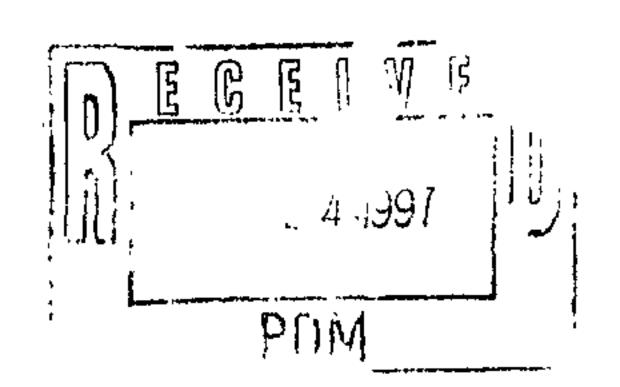
Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

8. The Fire Marshal's Office has no comments at this time, IN REFERENCE TO THE FOLLOWING ITEM NUMBERS: 169, 170, (172, and 174

REVIEWER: LT. ROBERT P. SAUERWALD

Fire Marshal Office, PHONE 887-4881, MS-1102F

cc: File





RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
510 Greenwood Road, W/S Greenwood Road, 1180' S of Ridge Road	*	ZONING COMMISSIONER
9th Election District, 4th Councilmanic	*	OF BALTIMORE COUNTY
Stanley and Linda Andrews Petitioners	*	CASE NO. 98-172-SPH

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

1 11

People's Counsel for Baltimore County

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 <u>28</u> day of November, 1997, a copy of the foregoing Entry of Appearance was mailed to John P. Evans, Esq., 210 W. Pennsylvania Avenue, Towson, MD 21204, attorney for Petitioners.

PETER MAX ZIMMERMAN

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director

DATE: March 19, 1999

Permits & Development Management

FROM:

Charlotte E. Radcliffe

County Board of Appeals

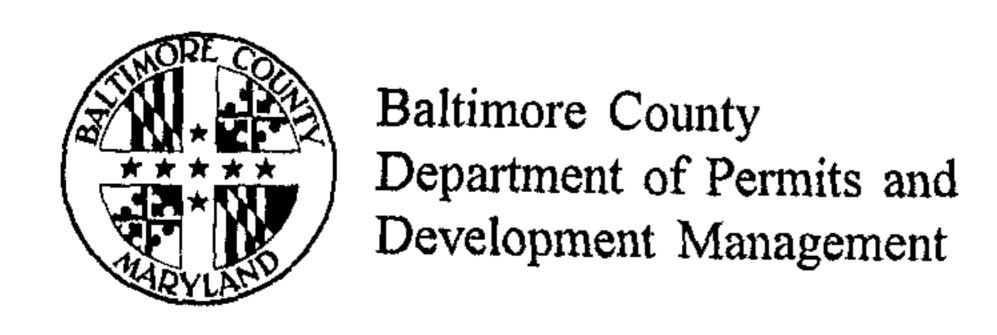
SUBJECT: Closed File: 98-172-SPH /Stanley S. Andrews, et ux

CBA-97-145 /Greenwood Meadows /PDM IX-588 -

70: Chris Rocke.

Since the above captioned matters were dismissed by Order dated April 2, 1998, we are hereby closing the files and returning same to you herewith.

Attachment (Case File Nos. 98-172-SPH & CBA-97-145)



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

January 26, 1998

OB JAH 28 AM 9: 29

John P. Evans, Esquire 210 W. Pennsylvania Avenue 4th Floor Towson, MD 21204

RE: Petition for Special
Hearing
W/S Greenwood Road, 1180
ft. S of Ridge Road
(510 Greenwood Road)
9th Election District
4th Councilmanic District
Stanley S. Andrews, et ux
- Petitioners
Case No. 98-172-SPH

Dear Mr. Evans:

Please be advised that an appeal of the above-referenced case was filed in this office on January 16, 1998 by Michael P. Tanczyn, Esquire on behalf of Mr. Ralph H. Ferrell, III and Mr. and Mrs. Stanard Klinefelter. 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,

ARNOLD JABLON

Director

AJ:rye

c: Ms. Suzanne M. Garriges Mr. Karl W. Diehn People's Counsel

APPEAL

Petition for Special Hearing W/S Greenwood Road, 1180 ft. S of Ridge Road (510 Greenwood Road) 9th Election District - 4th Councilmanic District Stanley S. Andrews, et ux - Petitioners Case No. 98-172-SPH

Petition for Special Hearing

Description of Property

Certificate of Posting

Certificate of Publication

Entry of Appearance of People's Counsel

Zoning Advisory Committee Comments

Petitioners and Protestants Sign-In Sheets

- Petitioners' Exhibits: 1 Amended and Restated Declaration of Covenants, Easements and Assessments dated April 21, 1994
 - 2 Letter from John Menton, Associate Broker for O'Conor, Piper & Flynn, to Chris Crampton, Prudential Preferred Properties dated February 7, 1994
 - 3 Zoning Commissioner's Findings of Fact and Conclusions of Law in Case 93-152-A dated December 17, 1992
 - 4 Second Amended Final Development Plan and Plan to Accompany Special Hearing

Letter from Ralph H. Ferrell, III on behalf of the Greenwood Meadow Board to Timothy M. Kotroco, Deputy Zoning Commissioner dated November 24, 1997

Zoning Commissioner's Order dated December 19, 1997 (Granted)

Notice of Appeal received on January 16, 1998 from Michael P. Tanczyn, Esquire on behalf of Mr. Ralph H. Ferrell, III and Mr. and Mrs. Stanard Klinefelter

c: Michael P. Tanczyn, Esquire, Tanczyn and Mentzer LLC, 606 Baltimore Avenue, Suite 106, Towson, MD 21204-4026 Mr. and Mrs. Stanley S. Andrews, 6438 Cloister Gate Drive, Baltimore, MD 21212 Mr. Ralph H. Ferrell, III, 522 Greenwood Road, Towson, MD 21204 Mr. and Mrs. Stanard Klinefelter, 530 Greenwood Road, Towson, Maryland 21204 Ms. Suzanne M. Garriges, 506 Greenwood Road, Towson, MD 21204 Mr. Karl W. Diehn, 512 Greenwood Road, Towson, MD 21204 People's Counsel of Baltimore County, M.S. 2010 Lawrence Schmidt, Zoning Commissioner Arnold Jablon, Director of PDM

Case No. CBA-97-145

RE: CRG Refinement Plan /approval to CRG Plan originally approved 1/31/92

7/31/97 -Letter from Donald T. Rascoe to Stephen Jencks that refinement to CRG Plan had been approved.

AND

Case No. 98-172-SPH

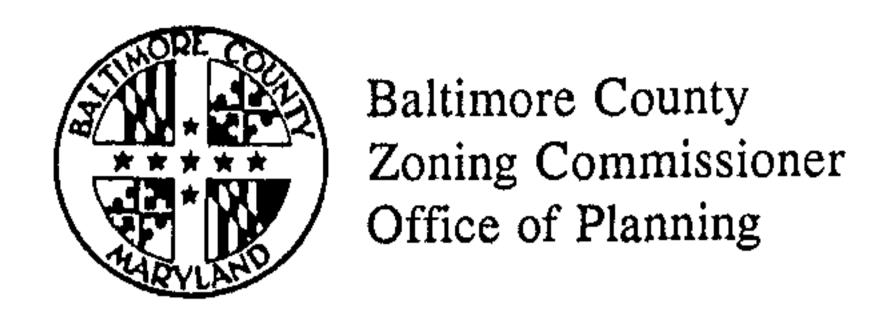
SPH -Approval of 2nd Amd FDP for lot 6; amd to plan in 93-152-A; subdvsn of lot 6 into 6 and 7; front yd var of 93-152-A applies to new lot 7 ilo 6; and restrctn 2 of 93-152-A applies to 7 ilo 6

12/19/97 -Special Hearing requests granted by Zoning Commissioner.

12/29/97 -Notice of Assignment for hearing scheduled for Tuesday, April 28, 1998 at 10:00 a.m. sent to following:

Ralph H. Ferrell III et al Stephen Jencks Daft McCune Walker, Inc. / Robert Covahey People's Counsel for Baltimore County Pat Keller, Director /Planning Donald T. Rascoe, Project Mgr. Arnold Jablon, Director /PDM Virginia W. Barnhart, Co. Attorney

- 2/05/98 -Letter from John P. Evans, Esquire, Counsel for Petitioner, regarding his appeal in Case No. 98-172-SPH /Stanley S. Andrews, Petitioner; requesting that Andrews be scheduled with Greenwood Meadows for hearing /same property. Also requests earlier hearing date for consolidated hearing (earlier than scheduled 4/28/98) if possible.
- 2/13/98 -Letter from M. Tanczyn, Esquire; no objections to consolidation of 98-172-SPH with already scheduled CBA-97-145. Would, however, object to earlier date as stated in letter. Also, requests consideration for additional day, in the event same is needed.
- 2/13/98 -Amended Notice of Assignment to parties; consolidated date of hearing for both CBA-97-145 and 98-172-SPH on previously scheduled date (4/28/98) and also holding Tuesday, June 9, 1998 at 10:00 a.m., if needed.
- 3/31/98 -Letter from M. Tanczyn, Esquire; on behalf of and at request of his clients (Appellants in both CBA-97-145 and 98-172-SPH) requesting dismissal of both pending appeals. Also received FAX copy of this letter of idsmissal from J. Evans, Counsel for Petitioner, this date. Confirmed with M. Tanczyn intention to completely withdraw both appeals. Order of Dismissal to be issued by CBA.



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

June 16, 1998

Karl W. Diehn, M.D.
The Physicians Pavilion East
6565 N. Charles Street, Suite 601
Baltimore, Maryland 21204

RE: Case No. 98-172-SPH 510 Greenwood Road

Dear Dr. Diehn:

This is in response to your letter of June 1, 1998. Upon receipt of your letter, I retrieved file No. 98-172-SPH from the Dept. of Permits and Development Management, which is located in the County Office Building at 111 W. Chesapeake Avenue, in Towson. All of the files and records are maintained in that building, and are sent to my office in the County Courts Building only if I am to preside over a public hearing for that particular case. Therefore, you may have any questions answered by reviewing the County records maintained for this project at the Department of Permits and Development Management. Their telephone number is 410-887-3391.

In any event, when I reviewed the file, I noticed that an appeal had been taken from the opinion and Order which I issued on December 19, 1997. The appeal was filed by Mr. Ralph H. Ferrell, III and Mr. and Mrs. Standard Klinefelter, through their attorney, Michael P. Tanczyn, (410-296-8827). However, before the appeal was heard, it was voluntarily withdrawn. You may also wish to confer with Mr. Tanczyn and/or his clients, regarding the status of that matter.

After a particular development is approved by the County, a final development plan (also known as an FDP) is filed with the Dept. of Permits and Development Management. This plan is available to the public and indicates the proposed development of a given property. Therefore, application can be made to that agency for an amendment to the plan. If the amendment is minor in scope and nature, it can be done administratively. However, if it is considered a major amendment; the party seeking the amendment would be required to file a Petition for Special Hearing. Ultimately, that Petition would come before the Zoning Commissioner for consideration. In case No. 98-172-SPH, this procedure was followed; to wit, an amendment to the FDP was requested to permit the subdivision of lot 6 and the amendment was approved through the granting of the Petition for Special Hearing.

Karl W. Diehn, M.D.
The Physicians Pavilion East
6565 N. Charles Street, Suite 601
Baltimore, Maryland 21204
page 2.....

I frankly do not know enough about the issues which might be presented by your request to render an opinion thereon. There may be problems with sight distance and/or other constraints to the property which would probihit your request. I suspect that the relocation of a driveway may be a major amendment to the FDP.

Your letter also references Ed Haile, a principal at Daft, McCune, Walker, Inc., the engineers who prepared the original development plan. It would seem to me that any amendment to the plan would appropriately involve Mr. Haile. Thus, I might suggest that you contact him at 410-296-3333. You may wish to engage his services to undertake an amendment to the FDP.

I trust that the above has been helpful. Please do not hesitate to contact me should you have any further questions.

Very truly yours,

Lawrence E. Schmidt Zoning Commissioner

LES:mmn

County 1/16/98 By St.

TANCZYN and MENTZER L.L.C.

Attorneys at Law

Limited Liability Company Including Other Entities

Michael P. Tanczyn, P.A.

Member

Charles S. Mentzer

Of Counsel

Charles E. Mentzer

Writer's Direct Dial:

Member

REPLY TO:

TOWSON OFFICE:

Suite 106

606 Baltimore Avenue Towson, MD 21204-4026

Fax: 410-296-8827

January **9**, 1998

410-296-8823

Honorable Lawrence E. Schmidt Zoning Commissioner for Baltimore County Suite 405, County Courts Building 401 Bosley Avenue Towson, MD 21204

Re:

Petition for Special Hearing

Case No. 98-172 SPH

Property:

510 Greenwood Road

Stanley S. Andrews, et ux, Petitioners

Dear Mr. Schmidt:

Please enter an appeal from the decision of the Zoning Commissioner entered December 19, 1997, to the Board of Appeals for Baltimore County, on behalf of my clients, who are Mr. Ralph H. Ferrell, III, 522 Greenwood Road, Towson, MD 21204, and Mr. and Mrs. Stanard Klinefelter, 530 Greenwood Road, Towson, MD 21204. Enclosed herewith please find my check for costs, payable to Baltimore County. We will pay the advertising costs and other costs as may be required in the future. Please note the filing of this appeal and forward the file to the Board of Appeals.

Thank you for your assistance in this matter.

Very truly yours,

MICHAEL P. TANCZYN

MPT:pb (Continued)

Honorable Lawrence E. Schmidt January 9, 1998 Page 2

cc: G. Scott Barhight, Esq.
John P. Evans, Esq.
4th floor, 210 W. Pennsylvania Avenue
Towson, MD 21204
Attorneys for Petitioners

Greenwood Meadow Homeowners Association, Inc. c/o Raiph H. Ferrell 522 Greenwood Road Towson, MD 21204

Ms. Suzanne M. Garriges 506 Greenwood Road Towson, MD 21204

Dr. Carl W. Diehn 512 Greenwood Road Towson, MD 21204

Mr. and Mrs. Stanard Klinefelter 530 Greenwood Road Towson, MD 21204

Raiph H. Ferrell, III 522 Greenwood Road Towson, Maryland 21204

12/2m

November 24, 1997

Mr. Timothy M. Kotroco
Deputy Zoning Commissioner
Baltimore County
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re:

Case #98-172-SPH

Greenwood Meadows Lot 6

Dear Mr. Kotroco,

In July 1997, we were notified by Mr. Donald T. Rascoe that approvals had been obtained to sub-divide Lot 6 in the Greenwood Meadow Association into a 1.85± acres. On behalf of the Greenwood Meadow Association, I filed an appeal of that decision with the Baltimore County Board of Appeals. This morning, I talked with Kathleen Bianco at the Appeals office. Ms. Bianco informed me that although a hearing has not been scheduled yet, she anticipates that we will have a hearing by the later part of April, 1998.

Although I have not seen or read the latest amendment, we plan to propose at the December 2, 1997 hearing that no further action be taken on Lot 6 until the first appeal has been heard. I have notified one of the lot owners, Linda Andrews, of our plan. Unfortunately, with the Thanksgiving Holiday this week and the resulting travel plans, I do not know that I will hear back from Dr. and Mrs. Andrews prior to the scheduled hearing on December 2.

Sincerely,

The Greenwood Meadow Board

By:

Raigh H. Ferrell, III

cc:

Dr. Karl Diehn

Ms. Amy John

Dr. Jeffrey Kalkstein

Mr. Stanard Klinefelter

Ms. Linda Andrews

Ms. Kathleen Bianco - Appeals Board

Dr. Suzanne Marie Garrigues

KARL W. DIEHN, M.D., F.A.C.S.

THE PHYSICIANS PAVILION EAST
6565 N. CHARLES STREET
SUITE 601
BALTIMORE, MD 21204

June 1, 1998

Dear Commisioner Schmidt,

This letter concerns 510 Greenwood Road which you may recall was recently Consubdivided into two parcels case (# 98-172-SPH). I live directly to the north of this property at 512 Greenwood Rd. This subdivision occurred over the strong objection of the surrounding neighbors and made no esthetic or practical sense.

Now 510 Greenwood Rd. is under contract to be sold to Mr. Drake Zaharris and his wife. Being chairman of the Greenwood Meadows architectural committee, I was approached by Mr. Zaharris to discuss his plans for development of the property. He indicated to me that he would like to bring his drive directly in from Greenwood Road to his house but was told by Mr. Ed Hale that this was impossible because of existing county regulations.

Apparently the county has required that his drive and the proposed drive for 508 Greenwood Rd. come off our driveway and the existing right of way. The reasons given were the width of Greenwood Road and the line of sight for traffic coming down Greenwood Road.

Now we have learned that 508 Greenwood Road has been granted a variance to develop a drive directly in from Greenwood Road. Mr. Zaharris and the surrounding neighbors would ask that the County grant the same variance to 510 Greenwood Road to come directly off Greenwood Road.

Among our concerns are volume of cars already on the existing drive, the need for the drive as proposed to cross our sewerline and the esthetic concerns of the properties.

I would ask that you and the County seriously consider this request and advise us on how to procede. Quite frankly, after the recent zoning dispute and ruling, I feel the County owes us one.

Sincerely yours,

Karl W. Diehn, M.D.

Law Offices MICHAEL P. TANCZYN, P.A.

Suite 106, 606 Baltimore Avenue Towson, Maryland 21204 (410) 296-8823 - (410) 296-8824

Fax: (410) 296-8827 Computer Fax: (410) 296-2848

March 26, 1998

County Board of Appeals of Baltimore County 400 Washington Avenue, Room 49 Towson, MD 21204

Attention:

Kathleen C. Bianco, Administrator

Re:

CBA 97-145 and 98-172SPH

Dear Kathy:

`\#

The two above cases are scheduled for hearing beginning Tuesday, April 28, 1998 at 10:00 a.m. On behalf of and at the request of my clients, my clients wish to dismiss both pending appeals. As they are the only parties appellant, that would resolve the matters. I am unaware of anyone else appealing the decisions or holding the status of appellant at this time.

My clients have asked me to make it clear by this letter that their association, pursuant to recorded covenants, retains strict architectural control of Lot 6 and any changes to the tenant house and the newly created Lot 7 under the Zoning Commissioner's decision will remain under the existing requirements of the covenants and that by filing these appeals, my clients wish to make it clear to avoid any future misunderstandings between the parties.

If you have any questions for me, don't hesitate to call.

Very truly yours,

To Pluly Michael P. Tanczyń

MPT:ca

Karl W. Diehn, M.D.

Mr. and Mrs. Stanard Klinefelter Mr. and Mrs. Ralph H. Ferrell G. Scott Barhight, Esquire John P. Evans, Esquire

98 MAR 31 AM 11: 53

COUNTY BOARD OF APPEALS

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME	ADDRESS
LINDA ANDREWS	6438 CHOISTER GATE DRIV
STANLEY S. AMOREWS	1001 Aliceanna St. Balt.
MARC MITMEN	1856 AUTUMN Frest LANCE
CHRIS (RAMPTON)	205 E. JOHA RD 21286
ET MANUE HAICE	2MW-
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PROTESTANT (S) SIGN-IN SHEET

NAME	ADDRESS
Kalph H. Ferrell TIT	522 Greenwood Romo
STANARD J. KLINEFRLTER	530 Breenused RD
VIZANDO M ZANIAPS	506 Prenuerel Pard
KARL W. DIEHOU	512 Greenwood Rad
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AMENDED AND RESTATED DECLARATION

OF

COVENANTS, EASEMENTS AND ASSESSMENTS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, EASEMENTS AND ASSESSMENTS ("Declaration") is made this 2145 day of And 1994, by Stephen F. Jencks, Christopher S. JENCKS by Stephen F. Jencks as attorney in fact, and HELEN J. FEATHERSTONE by Stephen F. Jencks as attorney in fact (collectively the "Declarants" or "Declarant"). Such Declarants executed a Declaration of Covenants, Easements and Assessments dated June 30, 1993 (the "Original Declaration") affecting certain real property located in Baltimore County, Maryland and described therein, which Original Declaration has been recorded among the Land Records of Baltimore County in Liber S.M. 9864 at Folio 168. The Declarants now desire to amend, replace and restate the Original Declaration in its entirety. STANARD T. KLINEFELTER, SARAH C. KLINEFELTER, KARL W. DIEHN, M.D. and KATHLEEN A. DIEHN, current owners of portions of the property described in and affected by the Original Declaration, join herein to evidence their approval and agreement to the full amendment and restatement of the Original Declaration through this Declaration. MARGARET F. WRIGHT and JOANNE TOWERS, Trustees for benefit of The First National Bank of Maryland under a Purchase Money/Construction Deed of Trust ("Deed of Trust") recorded among the Land Records of Baltimore County in Liber 9864 at Page 196, and re-recorded in Liber 10153 Page 188, encumbering a portion of the property described in and affected by the Original Declaration and known as Lot 1, also join herein to evidence their consent to this Declaration and to subordinate the lien of such Deed of Trust to this Declaration. Therefore, the Original Declaration is hereby amended, replaced and restated in its entirety as follows:

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property located in Baltimore County, Maryland, comprise one residence and other improvements on approximately 14. The of land, which land is shown on and subject to a subdivision plat entitled "Plat of Greenwood Meadows" dated May 3, 1993 and recorded among the Land Records of Baltimore County in Book S.M.65 at Folio 94 (the "Subdivision Plat"); and

WHEREAS, Declarants have contracted with Stanard T. Klinefelter and Sarah C. Klinefelter (together the "Developer") for the purchase by such Developer of the real property and the subdividision of such property into six separate parcels, one of which shall contain the existing residence for the use of the Developer, and the remaining five of which shall be sold to the public for construction of single family residences; and

WHEREAS, both Declarants and Developer desire to provide for the development of all such parcels as an integrated neighborhood with open areas for the common use of all residents and to protect the aesthetic and architectural character of such neighborhood; and

WHEREAS, Declarants and Developer intend to create a non-stock, non-profit membership corporation, called the Greenwood Meadows Homeowners Association, which will be responsible for maintaining the common areas of such neighborhood, enforcing all covenants created for such neighborhood, and collecting and applying assessments as necessary in carrying out such functions; and

WHEREAS, to this end Declarants desire to subject the real property described above to the easements, charges and liens hereinafter set forth, all of which are for the benefit of such property and all owners of portions thereof.

NOW THEREFORE, Declarants hereby declare that all of the real property shown and described on the Subdivision Plat recorded among the Land Records of Baltimore County, Maryland in Book S.M.65 at Folio 94 shall be subject to all of the following covenants, easements, restrictions, covenants, charges, liens and other conditions:

ARTICLE I - DEFINITIONS

\$1.01. Definitions. The following capitalized terms when used herein shall have the meanings set forth below.

"Annual Charge" and "Special Charge" shall each have the meaning specified in Article VI hereof.

"Architectural Review Committee" shall have the meaning specified in \$3.01(b) hereof.

"Association" shall mean the Greenwood Meadows Homeowners Association, Inc.

"Board" shall mean the Board of Directors of the Association.

"Central Meadow" shall mean the common area in the Neighborhood which is comprised of 5.977 acres of land and shown and designated as the "Greenwood Meadow Open Space (Private)" on the Plat (defined herein).

"Declaration" shall mean this Declaration of Covenants, Easements and Assessments.

"Deed" shall mean any deed, assignment or other instrument conveying a fee simple or ground leasehold interest in a "Lot."

"Landscaping" shall mean all prominent physical features of a Lot (other than all Structures thereon) which are visible from the exterior boundaries thereof, including but not limited to all trees, shrubbery and other major vegetation, grading, waterways or courses or other environmental features of such Lot.

"Lot" shall mean each of those parcels shown and numbered as Lots 1 through 6 on the Plat as legally subdivided and created in the manner depicted on the Plat.

"Neighborhood" shall mean all land and real property described on the Plat.

"Owner" shall mean any holder of record title to the fee simple interest in a Lot or a tenant's interest under a perpetually renewable ground lease of a Lot. The term "Owner" does not include (i) mortgagees or other holders of an interest in a Lot for purposes of security during any period that such persons are not in possession of the Lot, or (ii) the holder of the landlord's reversionary interest under a perpetually renewable ground lease.

"Plat" shall mean the Subdivision Plat described on page 1 of this Declaration.

"Resident" shall mean (i) each Owner or any tenant actually residing in any part of the Neighborhood, and (ii) members of the immediate family of each Owner and of any

such tenant actually living in the same household with such Owner or tenant.

"Structure" shall mean any improvement, fixture or other thing or device, the placement of which upon any Lot may affect the appearance of such Lot, including but not limited to any house, garage, porch, deck, patio, shed, greenhouse, doghouse, parking area, sidewalk, curbing, paving, refuse container, swimming pool, bathhouse, radio, TV or other antennae or satellite dish, well, water line, sanitary sewer line, clothesline, fence, wall, mailbox, sign or any other item, whether or not temporary or permanent.

ARTICLE II - THE ASSOCIATION

- \$2.01. Membership. Each Owner of a Lot shall be a member of the Association. If more than one individual is an Owner of a Lot, each of such individuals shall be a member of the Association.
- \$2.02. Voting. Each Owner shall be entitled to one vote on all issues, questions or other matters for which a vote of the members of the Association is taken (as determined herein and in the by-laws of the Association), provided, however, that in no event shall more than one vote be cast with respect to any one Lot, and the vote for any Lot the Owner of which is more than one person shall be exercised as such persons determine among themselves.
- \$2.03. Duties. The Association shall undertake and perform the following duties and obligations:
- (a) Maintain, landscape and repair as necessary, desirable or appropriate the common area shown on the Plat and defined herein as the "Central Meadow," any other common areas within the Neighborhood hereafter established, and any and all improvements thereon, including but not limited to the regular mowing of all open areas and fields, the regular clipping and trimming of all trees and shrubbery, and the providing of all appropriate care and maintenance of waterways and wetlands therein.
- (b) Procure and maintain any and all insurance which is desirable or appropriate, or otherwise required by law, covering all activities of the Association, all common areas under its care and supervision, or any other matters as determined by the Association, including liability insurance,

casualty insurance and directors' and officers' liability and fidelity insurance.

- (c) Establish and modify from time to time rules and regulations for and governing the use and enjoyment of the common areas of the Neighborhood by all Owners, Residents, and their tenants, guests, invitees and licensees, including the use of such common areas for group activities.
- (d) Enforce and apply all rules and regulations of the Association and all covenants, conditions, restrictions, easements assessments and other provisions of this Declaration, including the bringing of suits in court for damages or specific performance and the imposition and foreclosing of liens on Lots upon delinquency of the Owners thereof.
- (e) Monitor and inform all Owners of all zoning, development or other issues of importance or interest to the Owners as residents in the Neighborhood which arise with respect to the Neighborhood, surrounding neighborhoods and Baltimore County, Maryland, and take any such action with respect thereto as is determined by the Board.
- (f) Perform such other services for individual Owners as are appropriate or advantageous for the Association to perform, as determined by the Board, and to charge such Owners fees to cover the expenses thereof.
- (g) Undertake and perform such other duties and obligations for the protection, safety, welfare and interests of all Owners and their Lots in the Neighborhood as are determined by the Board or the Association from time to time.
- \$2.04. Agents. The Association shall be entitled to contract with any person, corporation, firm or other entity for the performance of the various duties imposed on the Association under this Declaration, and the performance by any such entity shall be deemed the performance of same by the Association hereunder.
- \$2.05. Funds. The Association shall establish a fund for the purpose of providing for and paying all costs and expenses incurred by the Association in the performance of its duties and obligations and for any other expenditures in furtherance of the purposes of this Declaration. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, Special Charges or otherwise, but may carry forward as surplus any balances

remaining or may return surplus funds to the sources thereof as appropriate. Also, the Association shall not be obligated to apply any such surpluses to the reduction of the amount of such charges in the succeeding year, but may carry forward from year to year such surplus as the Association in its absolute discretion may determine to be desirable.

- \$2.06. Loans. In addition to assessing and collecting the Annual Charge and any Special Charges such fund as provided in Article VI hereof, the Association shall have the right to borrow money from banks or other sources at commercially reasonable interest rates for such purposes, provided that no mortgages on common areas or other security shall be provided as colleteral for any such loan without unanimous vote of the members of the Association.
- \$2.07. Accounts and Records. Prior to April 1 in each year, the Association shall prepare and distribute to the Owners of each Lot a statement of sources and application of funds for the immediately preceding fiscal year and a budget for the thencurrent fiscal year (including dues and reserves) in connection with all of the Association's activities.

ARTICLE III - ARCHITECTURAL REVIEW

- §3.01. Initial Review. The following shall apply with respect to the initial development of residences on each Lot in the Neighborhood:
- (a) No Structure or Landscaping shall be commenced, constructed, erected, placed or moved onto any Lot without the prior written approval of the Architectural Review Committee, which approval shall be sought and issued in accordance with the provisions of this \$3.01 below.
- (b) The Architectural Review Committee (the "Committee") shall be composed of three persons, one of whom shall be an AIA architect licensed in the State of Maryland and selected by the Board, and the other two of whom shall be Owners (who for these purposes may be a contract purchaser of a Lot) selected by the Board. All approvals and other determinations of the Committee shall be upon majority vote of the members thereof.
- (c) The respective Owner seeking approval as described above shall submit to the Committee plans and specifications of the proposed Structures, which plans and specifications shall be prepared by an AIA architect licensed in

the State of Maryland, describe in detail all Structures to be constructed on the Lot in question, contain information regarding the location, measurements and materials of all such Structures, and otherwise be in such form and contain such other information as is required by the Committee. Additionally, such Owner shall submit to the Committee plans showing all Landscaping for the entire Lot in question as planned by such Owner, which plans shall be prepared by a landscaping professional, describe in detail all Landscaping including major trees, shrubbery and grading, and otherwise be in such form and contain such other information as is required by the Committee.

- and specifications submitted by an Owner and either approve or notify the Owner of proposed changes or comments to, or of any further information which must be provided to the Committee, within thirty (30) days after receiving such plans. If no response is forthcoming from the Committee within this thirty (30) day period, such plans shall be deemed approved. Likewise, if the Committee does respond within such thirty (30) day period, the Owner shall make all changes to such plans or provide such further information as is requested by the Committee, then resubmit such plans as so modified for the Committee's further review and approval or comment.
- (e) Within a period of six (6) months after each Owner's plans for Structures and Landscaping have been reviewed and approved in accordance with the foregoing paragraph (d) above, the Owner shall commence construction of all Structures and Landscaping so approved and diligently pursue completion of same strictly in accordance with the approved plans. In all events, all such construction, and all such Structures and Landscaping, must be fully completed within a period of one (1) year after being commenced.
- only those Structures and Landscaping which are approved by the Committee as described above. If any Owner desires to vary from the Structures and Landscaping which are so approved, all such changes must be reviewed and approved by the Committee in accordance with the procedures for approving the Owner's original plans and specifications set forth in paragraphs (c) and (d) above.
- (g) The Committee shall have the right to delegate or assign any or all of his rights and duties provided hereinabove to any architect or other professional, or otherwise

consult with such professional when reviewing plans and specifications provided above.

- \$3.02. Subsequent Review. The following shall apply to any subsequent development of Structures and Landscaping after the initial construction thereof on each Lot in the Neighborhood:
- (a) No new Structure shall be commenced, constructed, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any Structure upon any Lot be altered or the exterior thereof repainted in any way which materially changes the exterior appearance thereof, nor shall any major Landscaping be altered, commenced, constructed, graded or removed (including the cutting of any trees having a trunk diameter of greater than four inches), without the prior written approval of the Board, which approval shall be sought and issued in accordance with the provisions of this §3.02 below. All approvals and other determinations of the Board shall be upon majority vote of the members thereof.
- (b) The respective Owner seeking approval as described above shall submit to the Board plans and specifications of the new Structures or Landscaping, or alterations to existing Structures or Landscaping, whichever the case may be, which plans shall be in such form and contain such information as is required by the Board.
- or notify such Owner of proposed changes or comments to the plans submitted for its review, or of any further information which must be provided to the Board, within fifteen (15) days after receiving such plans. If no response is forthcoming from the Board within this fifteen (15) day period, such plans shall be deemed approved. Likewise, if the Board does respond within such fifteen (15) day period, the Owner shall make all changes to such plans or provide such further information as are requested by the Board, then resubmit such plans as so modified for the Board's further review and approval or comment.
- each Owner's plans for Structures and/or Landscaping have been reviewed and approved in accordance with the foregoing, the Owner shall commence construction of all Structures and Landscaping so approved and diligently pursue completion of same strictly in accordance with the approved plans. In all events, all such construction, and all such Structures and Landscaping, must be fully completed within a period of six (6) months after the

Owner's plans are approved by the Board, or within such longer time as may be consented to by the Board in writing.

(e) Each Owner shall be entitled to construct only those Structures and Landscaping which are approved by the Board as described above. If any Owner desires to vary from the Structures and Landscaping which are so approved, all such changes must be reviewed and approved by the Board in accordance with the procedures for approving the Owner's original plans therefor set forth in paragraphs (b) and (c) above.

§3.03. Basis for Disapproval. The Committee and the Board, as the case may be, shall have the right to disapprove any plans and specifications submitted in accordance with the foregoing \$3.01 or \$3.02 for the following reasons: (1) such plans or specifications do not comply with any one of the criteria established by the Committee and/or the Board from time to time for the architectural character of the Neighborhood, (2) such plans and specifications do not provide the required information, (3) the proposed improvements are incompatible or inharmonious with the general design and character of other improvements in the Neighborhood, (4) the improvements so proposed would violate the restrictions contained in this Declaration or applicable law, or (5) any other bona-fide reason related to the design, character, welfare, harmony, ecology, architecture, aesthetics or marketability of the Neighborhood or any portion thereof. However, in any case where the Committee or the Board, as the case may be, shall disapprove any plans and specifications submitted hereunder, or shall approve such plans and specifications as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. Furthermore, the Committee or the Board, as the case may be, shall have the right to require the affirmative construction or provision by any Owner of Structures or Landscaping not originally contained in such Owner's proposals, including but not limited landscaped buffers between Lots, as a prerequisite for such Owner's obtaining approval of proposed plans.

ARTICLE IV - GENERAL COVENANTS

\$4.01. Use and Subdivision. No Lot shall have more than one Structure for use as a residence, and each such residential Structure on a Lot shall be used only by one single family. No Lot (other than Lot 6) shall be subdivided into two or more parcels for sale, resale, rental, gift, transfer or otherwise. Lot 6 may be subdivided into two parcels one time

after the date of this Declaration, one of which parcels shall include the existing tenant house, access to which shall be limited to direct access from Greenwood Road. In the event of any such subdivision of Lot 6, each of the two subdivided portions of Lot 6 shall itself be deemed a "Lot" for all purposes hereunder.

- \$4.02. Utilities. No utility cable, line, wire, pole or other equipment or facility, including but not limited to electrical wires, telephone or cable TV lines and water lines, shall be placed or maintained above the surface of the ground on any Lot.
- \$4.03. Boats. Trailers and Equipment. No boat, boat trailer, house trailer, trailer, recreation vehicle or any other similar item, and no tractor, lawn mower or other similar machinery or equipment, shall be stored or left to remain in the open on any Lot or in any parking area in the Neighborhood, all of the foregoing to be kept in fully enclosed garage or other similar Structure.
- \$4.04. Signs. No sign or other advertising device of any nature, including political posters, shall be placed in any location on any Lot, except for customary "for sale" signs relating to the entire Lot.
- \$4.05. Storage and Refuse. No lumber, metal, materials, refuse, trash or other items shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction or repair of any approved Structure or Landscaping. All trash and refuse of any kind, whether generated during such construction or thereafter during the residential use of a Lot, must be held at all times in fully enclosed and secure containers, located in the rear yard of each Lot and screened from view by enclosures or shrubbery while held for pick-up. All mulch, leaves, clippings and other similar items must be held at all times enclosed on the sides by container or otherwise screened from view. The Board may adopt further rules and regulations relating to the type of trash containers permitted on the Lots and the time and manner of pick-up from such containers.
- \$4.06. Hedges and Lawns. Except for flower gardens, vegetable gardens, hedges and trees which shall all be neatly maintained on each Lot, and except for the open areas in the Central Meadow which shall be maintained by the Association, all open areas on each Lot shall be maintained in lawns, and all such lawn areas shall be kept neatly mowed, not in any event to exceed

four inches in height. The Association shall have the right to enter upon any Lot and mow, trim or prune, at the expense of the Owner of such Lot, any lawn, hedge or other planting which, in the opinion of the Board, by reason of its location upon the Lot or the height to which it has been permitted to grow, is unattractive in appearance or unreasonably detrimental to adjoining property, provided, however, that such Owner shall be given seven (7) days prior written notice of any such action.

- \$4.07. Fences. All permitted fences on each Lot shall be maintained in good condition and repair. If all or any part of any fence is damaged or destroyed on any Lot, the Owner of the Lot shall promptly replace or repair such fence in the same style and manner as originally erected and approved. No chain link fences shall be allowed on any Lot in the Neighborhood except for approved dog enclosures, which shall not be viewable from the home of any adjoining Lot, and those surrounding approved tennis courts.
- \$4.08. Nuisances. No Owner shall cause or permit to exist on his or her Lot any nuisance, any loud noise from machinery, music or other sources which persists for a period of more than five hours, or any other activity which is offensive or detrimental to any other Lot, Owner, occupant or resident in the Neighborhood.
- \$4.09. Lights. No searchlights, floodlights, security lights or other lights with a concentrated beam may be installed or positioned on a Lot so as to cast light directly on another Lot in the Neighborhood or otherwise in a manner that would in the opinion of the Board (or a disinterested arbiter appointed by the Board) constitute a nuisance to the Owner or Residents of any such other Lot.
- \$4.10. Yehicles. No vehicles of any kind shall be permitted on any portion of the Central Meadow, except for mowing equipment used in the regular mowing of the field portions of such area.
- \$4.11. Entrances. No entrance, access, ingress and egress between any Lot (other than Lot 1) and Greenwood Road by automobiles or any other vehicles shall be permitted except by virtue of those driveways constructed in accordance with \$5.03 and \$5.04 hereto.
- \$4.12. Maintenance and Repair. Each Owner of a Lot shall at all times keep his or her Lot and all Structures thereon in good and safe condition and repair, including adequately

painted or finished (in the opinion of the Board). No Structure upon any Lot shall be permitted to fall into disrepair.

\$4.13. Rules and Regulations. The Board shall have the power to formulate, publish and enforce additional rules and regulations governing the use of common areas in the Neighborhood and otherwise in order to effectuate the purposes and provisions of this Declaration.

ARTICLE V - EASEMENTS

\$5.01. Easement for Central Meadow. Declarants hereby declare, grant and create for benefit of all Residents a permanent, non-exclusive easement over all portions of each Lot in the Neighborhood which fall within the Central Meadow, allowing access, ingress, egress and the use and enjoyment by all such parties of such common area, subject to all rules and regulations adopted by the Board relating thereto. However, no Structures shall be erected, installed, constructed or otherwise placed on any portion of the Central Meadow by any Owner or any other party without unanimous approval by all members of the Association. The Developer and the Association shall have an easement and right of way over those portions of each Lot in the Neighborhood within the Central Meadow to plant trees, shrubbery and other vegetation for the purpose of screening or providing buffers between any Lot in the Neighborhood and any other Lot in the Neighborhood or the remaining portions of the Central Meadow.

The Association shall indemnify and hold harmless each Owner from and against all claims, damages, losses and expenses (including attorneys' fees) arising from the exercise or use of such easement rights by any party in connection with such Owner's Lot.

\$5.02. Easements For Utilities. Declarants hereby declare, grant and create easements over each of the Lots in the Neighborhood for construction of and use thereafter of water, sewage, electric, cable TV and telephone utility lines, conduits, pipes, wires and other facilities and equipment for benefit of any Owner determined by Developer in the exercise of reasonable discretion as needing such easements, and the particular location of such easements on each Lot shall be as shown on the Plat and as otherwise determined by the Developer in the exercise of reasonable discretion. The Owner of a Lot benefitted by any such easement for utilities over such Owner's Lot or over the Lot of any other Owner shall pay all costs and expenses related to the installation of all such utility equipment in the right of way of

such easement, or if any such utility equipment benefits more than one Owner, each such benefitted Owner shall pay the portion of all costs and expenses of constructing such equipment which relates to the benefits of the utilities received by each such Owner. The Owner benefitting from such utilities and the placement of equipment by easement across the Lot of another Owner shall restore, and pay all costs and expenses relating thereto, the Lot of such other Owner in a condition as near as possible to the original condition and appearance of such other Owner's Lot, or if such equipment benefits more than one Owner, each benefitted Owner shall pay the portion of all costs of restoration which relates to the benefits of such utilities received by each such Owner.

Each Owner benefitting from the easements for installation of utilities over the Lot of another Owner shall indemnify and hold harmless such other Owner from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of the construction and installation of such utilities or the restoration of such other Owner's Lot burdened by the easement.

Any Owner of a Lot burdened by an easement for utilities benefitting another Lot shall have the right to relocate the poles, lines, conduits, pipes, wires and facilities and equipment installed by right of such easement to another location on such Owner's Lot burdened by the easement. Any Owner exercising this right to relocate utilities shall not effect such relocation in a manner that will interfere with the operation and capacity of the utilities which are relocated. Any Owner exercising this right to relocate shall pay all costs and expenses related to and arising from such relocation. Such Owner of the burdened Lot shall also indemnify and hold harmless the Owner of the Lot benefitting from the utilities against all claims, damages, losses and expenses (including attorneys' fees) arising from the exercise of this option to relocate utilities. Such Owner electing to relocate shall notify the Owner of the Lot benefitted by the utilities subject to relocation at least ten (10) days in advance of commencing such relocation.

35.03. Driveway Easement (Lots 2 and 3). Declarants hereby declare, create, grant and convey for benefit of the Owners of Lots 2 and 3 a temporary, non-exclusive easement over that portion of the same Lots 2 and 3 approximately twenty (20) feet in width and two hundred (200) feet in length along the eastern portion of the property line between such Lots and connected to Greenwood Road, as shown on the Plat, allowing ingress, egress and the use by men, materials and vehicles of

such easement area for the purpose of constructing a driveway not wider than sixteen (16) feet giving access to Lots 2 and 3 from Greenwood Road.

The Owners of Lots 2 and 3 (as determined by them) shall perform all work related to the exercise of the right to enter such easement area to construct such driveway in a good and workmanlike manner and in accordance with sound engineering standards. The Owners of Lots 2 and 3 shall construct such driveway in accordance with the procedures set forth in this Declaration and established by the Committee. Likewise, the Owners of Lots 2 and 3 shall share equally in payment of all costs and expenses arising from and related to construction of such driveway.

Each of the Owners of Lots 2 and 3 shall indemnify and hold harmless the other from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of exercise by each such Owner of the right to construct such driveway over the other Owner's Lot.

Declarants hereby declare, grant and create for benefit of the Owners of Lots 2 and 3 and guests, employees, licensees and invitees of such Owners of Lots 2 and 3 a permanent, non-exclusive easement allowing ingress and egress over and use of (but not parking on) such driveway constructed in exercise of the rights set forth in this Section §5.03 for access to Lots 2 and 3 from Greenwood Road. The Owners of Lots 2 and 3 shall share equally in the payment of all costs of maintenance and repair of the driveway constructed under this §5.03.

\$5.04. Driveway Easement (Lots 4. 5 & 6). Declarants hereby declare, create, grant and convey for benefit of the Owners of Lots 4 and 6 a temporary, non-exclusive easement over that strip portion of Lot 5 approximately fifty (50) feet in width and one hundred thirty-seven (137) feet in length fronting on Greenwood Road, as shown on the Plat, allowing ingress, egress and the use by men, materials and vehicles of such easement area for the purpose of constructing a driveway not wider than sixteen (16) feet giving access to Lots 4, 5 and 6 from Greenwood Road.

The Owners of Lots 4, 5 and 6 (as determined by them) shall perform all work related to the exercise of the right to enter such easement area to construct such driveway in a good and workmanlike manner and in accordance with sound engineering standards. The Owners of Lots 4, 5 and 6 shall construct such driveway in accordance with the procedures set forth in this Declaration and established by the Committee. Likewise, the

Owners of Lots 4, 5 and 6 shall share equally in payment of all costs and expenses arising from and related to construction of such driveway.

Each of the Owners of Lots 4 and 6 shall indemnify and hold harmless the Owner of Lot 5 from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of exercise by such Owners of the right to construct such driveway over Lot 5.

Declarants hereby declare, grant and create for benefit of the Owners of Lots 4 and 6 and guests, employees, licensees and invitees of such Owners of Lots 4 and 6 a permanent, non-exclusive easement allowing ingress and egress over and use of (but not parking on) any such driveway constructed in exercise of the rights set forth in this \$5.04 for access to Lots 4 and 6 from Greenwood Road, which driveway shall be also used by the Owners of Lot 5. The Owners of Lots 4, 5 and 6 shall share equally in the payment of all costs of maintenance and repair of the driveway constructed under this \$5.04.

\$5.05. Access Essement Benefitting Lot 6. Declarant hereby declares, creates, grants and conveys to the Owner of Lot 6 a perpetual, non-exclusive right-of-way and easement over the eastern portion of Lot 5, west of the area of the driveway easement described in \$5.04 above, for the purpose of pedestrian (but not vehicular) access to and from the Central Meadow. Such right-of-way is for the exclusive use of the Owner of Lot 6 and such Owner's successors, assigns, guests and tenants. However, in the exercise of such easement rights, the Owner of Lot 6 shall not interfere with the use and enjoyment of Lot 5 by the Owner of Lot 5.

The Owner of Lot 6 shall indemnify and hold harmless the Owner of Lot 5 from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of exercise of the easement rights set forth in this \$5.05.

ARTICLE VI - ASSESSMENTS

\$6.01. Annual Charges. The Board in each of its fiscal years shall assess against each Lot a charge equal to one-sixth (1/6th) of the amount which is necessary, in the sole opinion and discretion of the Board, to undertake and perform all of the activities, duties and obligations which it is required or permitted to undertake hereunder. In making each such assessment, the Board shall separately assess each Lot, and each

such Lot shall be charged with and be subject to a lien for the amount of such separate assessment, which shall be deemed the "Annual Charge" with respect to such Lot.

- \$6.02. Special Charges. If at any time the Board determines that it shall need funds additional to those provided by the Annual Charges for special projects or activities (as duly approved by vote of the Board), or if the Annual Charges collected by the Association are ultimately insufficient to meet the obligations of the Association, then the Board may assess against each Lot a charge equal to one-sixth (1/6th) of such additional amount which is determined to be necessary, in the sole opinion and discretion of the Board, to undertake and perform such additional projects or activities or to meet such shortfalls. In making each such assessment, the Board shall separately assess each Lot, and each such Lot shall be charged with and be subject to a lien for the amount of such separate assessment, which shall be deemed a "Special Charge" with respect to such Lot. Additionally, the Developer may assess against each Lot upon the initial sale thereof to a member of the public an initial charge and assessment, which shall be a Special Charge, for the purpose of providing the Association with funds for the start-up and capitalizing of its activities.
- \$6.03. Bill for Charges. The fiscal year of the Association shall be the same as the calendar year unless otherwise determined by the Board. At least fifteen (15) days before the beginning of each fiscal year, the Association shall send a written bill to each Owner stating the Annual Charge assessed against such Owner's Lot for the succeeding year.
- 56.04. Procedures. The Board shall have the right to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual and Special Charges, provided that such procedures are not inconsistent with the provisions of this Declaration. Initially, the Annual Charges shall be payable in quarterly installments on January 1, April 1, July 1 and October 1 of each year, unless changed by the Board.
- other amount assessed hereunder but not paid within thirty (30) days after the date due shall bear interest at the rate of fifteen percent (15%) per annum accruing from the date first due to the date paid, and, in addition, the delinquent Owner shall pay a penalty of ten percent (10%) of all such amounts owed (including interest) if such amounts are not paid within forty-five (45) days after the date due.

\$6.06. Enforcement. If the Owner of any Lot shall fail to pay any Annual Charge, Special Charge or other amount due hereunder within thirty (30) days after the date due, the Board, Association, the Developer and Declarants shall have the right to enforce the lien herein imposed pursuant to the provisions of the Maryland Contract Lien Act, Title 14, Subtitle 2 of the Real Property Article of the Annotated Code of Maryland, as amended, including the holding of a foreclosure sale of such Owner's Lot and the obtaining of a deficiency decree, in addition to the right to sue the delinquent Owner for a personal judgment. Furthermore, the amount due by such Owner shall include, in addition to the unpaid charges and assessments, all costs and expenses of such proceedings (including attorneys' fees) and the aforesaid penalties and interest.

\$6.07. Certificate. Upon written request by an Owner of a Lot so assessed, the Association shall issue and furnish to such Owner within a reasonable period of time a written certificate stating whether or not all Annual and Special Charges have been paid with respect to such Lot and, if any of such charges are due and owing, the amounts so due including any applicable penalties and interest.

\$6.08. Allocation for Lot 6. In the event that Lot 6 is subdivided as described in \$4.01 above, forty percent (40%) of all Annual Charges and Special Charges assessed against Lot 6 shall be allocated to that subdivided portion of Lot 6 which contains the tenant house existing as of the date hereof, and the balance of such charges shall be allocated to the remaining subdivided portion of Lot 6.

ARTICLE VII - LIEN UPON PROPERTY

\$7.01. Covenant to pay. Each Owner of a Lot, by acceptance of a Deed therefor, whether or not so expressed in any such Deed, hereby covenants and agrees:

(i) That in each year with respect to each such Owner's Lot, such Owner will pay to the Association any and all Annual and Special Charges assessed against such Owner's Lot, including any late fees or interest charges and including all costs of enforcement as provided herein; and

(ii) That any unpaid Annual or Special Charge both prior to and after the assessment thereof in each year, including any late fees and interest charges and costs of

enforcement as provided herein, together with the continuing obligation to pay all future Annual and Special Charges assessed in all future years, shall be and remain a charge against, and a continuing lien upon, the Lot whose Owner is in default in the payment of such charges, assessments, penalties, interest and fees.

\$7.02. Owner's Liability. In addition to taking subject to the charges and liens imposed hereby, each Owner of each Lot by the acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge and any Special Charge, including any late fees or interest charges and costs of enforcement as provided herein, assessed by the Board or the Association against such Lot in each fiscal year of the Association, during any part of which such Owner holds title to such Lot or to a leasehold interest therein.

ARTICLE VIII - DURATION AND AMENDMENT

- \$8.01. <u>Duration</u>. All covenants, conditions, easements and restrictions contained in this Declaration shall be perpetual and shall run with and bind all real property in the Neighborhood, shall inure to the benefit of and shall be enforceable by each of the Developer, Declarant, Board, the Association and the Owners of any Lot, their respective legal representatives, heirs, successors and assigns, and by Baltimore County with respect to any requirement imposed by the laws of that jurisdiction.
- \$8.02. Amendment. This Declaration may be modified, amended or terminated only by the recordation among the Land Records of Baltimore County of a modification, amendment or termination agreement executed by each Owner of each Lot in the Neighborhood.

ARTICLE IX - MISCELLANEOUS

- \$9.01. Change of conditions. No change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.
- \$9.02. Severability. The determination by any court that any provision of this Declaration is unenforceable or void for any reason shall not affect the validity of any other provision.

- \$9.03. Construction of Declaration. The Board shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof..
- \$9.04. Remedies for Breach. The Board and the Association shall have the right to enforce all terms of this Declaration according to the terms herein. Nothing herein contained shall be deemed to affect or limit the rights of the Developer, Declarants, the Board, the Association or the Owners of the Lots within the Neighborhood to enforce the Declaration by appropriate judicial proceedings. Any person or entity so entitled to enforce any provision hereof shall be entitled to relief by way of injunction or specific performance as well as any other available relief either at law or in equity, including damages, all of which remedies may be exercised alternatively or cumulatively in such parties' sole discretion. Any party to a proceeding who succeeds in enforcing this Declaration or enjoining the violation of a provision hereof against a Lot Owner may be awarded a reasonable attorneys' fee against such Lot Owner.
- \$9.05. No Waiver. The failure of Developer, Declarant, the Board, the Association, the Owner of any Lot or their respective legal representatives, heirs, successors and assigns to enforce any covenant, condition, easement or restriction herein contained shall in no event be considered a waiver of the right to do so thereafter with respect to the same violation or breach or with respect to a violation or breach occurring prior or subsequent thereto.
- \$9.06. Mortgages. No violation of any of the provisions hereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any portion of any Lot in the Neighborhood, provided, however, that any mortgages in actual possession or any purchaser at any mortgages, trustees or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any Lot in the Neighborhood.
- \$9.07. Perpetuities. If the rule against perpetuities would invalidate this Declaration or any portion hereof, or would limit the time during which this Declaration shall be effective, due to the potential failure of an interest in property created herein to vest within a particular time, then notwithstanding

anything to the contrary herein, each such interest in property must vest, if at all, before the passing of twenty-one (21) years after the death of each member of the Senate of the State of Maryland holding office as of the date hereof, or this Declaration shall become null and void upon the expiration of such twenty-one year period.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Declaration of Covenants, Easements and Assessments as of the day and year first above written.

Karen	x	Pasku
Witness		

Stephen F. Jencks

Christopher S. Jencks

Witness

Stephen F. Jencks as attorney in fact pursuant to Special Power of Attorney dated June 8, 1993

Helen J. Featherstone

Witness

Stephen F. Jencks as attorney in fact pursuant to Special Power of Attorney dated June 8, 1993

Mitness Mitness

Stanard T. Klinefelter

Michelle A. Thubal

Sarah C. Klinefelter

VIII955.286

Witness L. Reco	Karl W. Diehn, M.D. (SEAL)
Witness Z. Rell	Kathleen A. Diehn (SEAL)
Witness Elect	Margaret F. Wright, ustee
Witness Elliat	poanne Towers, Trustee

STATE OF MARYLAND, CITY/COUNTY OF Buthneye, 88:

I HEREBY CERTIFY that on this Zim day of Annual public of the State of Maryland, personally appeared STEPHEN F. JENCKS, known (or satisfactorily proven) to me to be the person subscribed above, and who acknowledged that he, being authorized to do so, executed the foregoing instrument in his individual capacity, as attorney in fact for CHRISTOPHER S. JENCKS pursuant to a Special Power of Attorney dated June 8, 1993, and as attorney in fact for HELEN J. FEATHERSTONE pursuant to a Special Power of Attorney dated June 8, 1993, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL]



Notary Public

My commission expires: 4/////

STATE OF MARYLAND, CITY/COUN	TY OF BOITIMORE, BB:
I HEREBY CERTIFY the 199 4, before me, the subscribed of Maryland, personally appearance SARAH C. KLINEFELTER, known be the persons subscribed above	at on this A day of A lor, riber, a Notary Public of the State ared STANDARD T. KLINEFELTER and (or satisfactorily proven) to me to ove, who acknowledged that they ument for the purposes therein

[SEAL]

Notary Public

My commission expires: 2/5/7

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, 88

I HEREBY CERTIFY that on this 21 day of April 1994, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared KARL W. DIEHN, M.D. and KATHLEEN A. DIEHN, known (or satisfactorily proven) to me to be the persons subscribed above, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL] NOTANY PUBLIC !

Notary Public

My commission expires: (0)01)95

Liebrin Midain

STATE OF MARYLAND, CITY/COUNTY OF Baltmore, 88:

I HEREBY CERTIFY that on this 27 day of And 199 , before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MARGARET F. WRIGHT, Trustee for benefit of The First National Bank of Maryland under Purchase Money/Construction Deed of Trust recorded among the Land Records of Baltimore County, Maryland in Liber 1864 at Page 196, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL]

Walerie V. Buiens
Notary Public

My commission expires: 3-8-98

STATE OF MARYLAND, GITY/COUNTY OF / REFILIER . 88

I HEREBY CERTIFY that on this 17 day of 1994, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOANNE TOWERS, Trustee for benefit of The First National Bank of Maryland under Purchase Money/Construction Deed of Trust recorded among the Land Records of Baltimore County, Maryland in Liber 1004 at Page 1964, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL]

Your of Bublic

My ommission expires: 3-8-98

. 23 .

ESSISTANT COUNTY SOLICITOR

BALTO4A:TXM:4416:1:11/10/93 14529-5

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This is to certify that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Stomo T. Chapel



GREENSPRING Suite 300 10807 Falls Road Lutherville, MD 21093 (410) 821-1700 FAX (410) 821-0379

February 7, 1994

Chris Crampton Prudential Preferred Properties 1302 Bellona Avenue Lutherville, Maryland 21093

RE: Andrews Contract

Dear Chris,

I am in receipt of Dr. & Mrs. Andrews' executed Contract for Lot 6 Greenwood Meadows. In response to their requests, I am enclosing the following:

- 1. A record plat
- 2. A copy of the Public Works Agreement
- 3. Greenwood Meadows Homeowners Association By Laws.
- 4. Greenwood Meadows Homeowners Association Articles of Incorporation
- 5. A. copy of the Declaration of Covenants, Easements and Assessments (dated June 30, 1993) as well as the copy of the Amended and Restated Declaration of Covenants, Easements and Assessments, revisions to which were completed on November 11, 1993 and are currently circluating for signature. For easy reference, changes were made in the following sections: (Page i, Page 1 introduction, page 6 section 3.01b, page 9-section 4.01 and page 16-section 6.05 & 6.06).

The main purpose of this amendment was to enable Lot 6 to be subdivided. If Dr. & Mrs. Andrews do not wish for this to happen, please advise me as soon as possible, and we will leave in effect the original declaration (recorded June 30, 1993 - Liber 9864, Folio 168).

I have referred other questions regarding timing of development construction to Mr. Klinefelter who will respond directly to Dr. & Mrs. Andrews.

Finally, I am enclosing one executed copy of the Release of Obligations created under the Contract of Sale dated November 22, 1993 between the Klinefelters and Mr. Huey. This should serve to remove the contingency in the Contract of Sale between the Klinefelters and the Andrews which was executed on February 2, 1994.

Thanks again for your cooperation, and please call me with any questions. I look forward to moving forward to settlement.

Sincerely,

John Menton

Associate Broker

CC: S. T. Klinefelter

IN RE: PETITION FOR ZONING VARIANCE NW/S Greenwood Rd., 795 ft. E

of c/l Charles Street 530 Greenwood Road 9th Election District

9th Election District 4th Councilmanic District

Stephen F. Jencks, et al Petitioners BEFORE THE

ZONING COMMISSIONER

OF BALTIMORE COUNTY

Case (Nos. 93 152-A

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner as a Petition for Zoning Variance for that property located at 530 Greenwood Road in Tow-The Petitioners/property owners, Stephen F. Jencks, Christopher S. son. Jencks, and Helen J. Featherstone, seek relief from the strict application of Sections 303.1, 400.1 and 400.3 of the Baltimore County Zoning Regulations (B.C.Z.R.) as applicable to the subject property. Specifically, the Fetitioners seek relief from Section 303.1 of the B.C.Z.R. to maintain a 13.3 ft. front yard (average) setback in lieu of the required 60 ft.; from Section 400.1 to permit an accessory structure to be located in the rear yard and/or in the third of the lot farthest removed from any street; and from Section 400.3 to permit an accessory structure with a height of 20 ft. in lieu of the required 15 ft. All of the variances relate to an existing structure designated on the plan as the Robert Woods Tenant House, which is shown on Petitioners' Exhibit No. 2, the site plan to accompany the Petition for Variance.

Appearing at the public hearing in support of the Petition was William Frederick Walker, President of Nehemiah Enterprises, Inc., the developer of the subject property, and John G. Trueschler, Esquire, attorney for the Petitioners. Also appearing in support of the Petition was Patrick A. Simon, a Registered Surveyor from Daft, McCune and Walker, and

John W. McGrain, Jr., the Executive Secretary of the Landmarks Preservation Commission of Baltimore County. Also appearing was Pat Keller, Deputy Director of the Office of Planning and Zoning. There were no Protestants present.

Mr. Walker testified that the subject lot is part of a 15 acre tract which his company is developing. The site is zoned D.R.2 and, therefore, would permit development of approximately 29 dwelling units. However, in lieu of pursuing a plan of this magnitude, the Developer proposes construction of six (6) single family dwellings on site. Access to the lots will be from Greenwood Road. The development plan has undergone C.R.G. raview and approval as noted on Petitioners' Exhibit No. 1. This exhibit indicates an approval date of June 11, 1992.

The subject variances arise out of an existing structure which is located on the front portion of lot No. 6. Mr. Walker testified that it was his company's intention to preserve this structure. Although exact plans are not formulated at this time, Mr. Walker desires to either attach the old structure to a new single family dwelling, thereby making it a principal structure or, in lieu thereof, building a house behind the structure, thereby making it an accessory building. In the latter event, the subject variances are necessary. Mr. Walker also noted that it was his company's original intention to demolish the building, however, after discussions with Baltimore County, it was determined that the building should be saved because of its historic value. Mr. Walker also testified that the variances are justified in accordance with the standards set forth within Section 307 of the B.C.Z.R. and the case law. He also noted the numerous agencies of Baltimore County which review development that plans are generally supportive of the variances. He specifically produced

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a letter from the Department of Public Works, which retracted their original opposition to the plan.

Mr. Patrick A. Simon, a surveyor from Daft, McCune and Walker testified that the original C.R.G. plan showed a right-of-way line through the existing building. The location of this line was the basis of the Department of Public Works' opposition to the original plan. However, the location of that line has been moved. Apparently, negotiations between the project engineers and the Department of Public Works have resulted in a resolution of this issue. Mr. Simon also noted that access to lot No. 6 will be from the driveway which also serves lot No. 5 in compliance with the Zoning Plans Advisory Committee comment offered by the Bureau of Traffic Engineering.

Mr. John W. McGrain, Jr., Executive Secretary of the Landmarks Preservation Commission for Baltimore County, testified as a recognized expert on historical sites throughout Baltimore County. Although testifying that The Richards Woods Tenant House is not on any national or local historic list, Mr. McGrain believes that the house, which was constructed in approximately 1840, is worthy of preservation.

Lastly, testimony was received from Pat Keller, Deputy Director of the Office of Planning and Zoning. Mr. Keller outlined the C.R.G. history and approval of this property. He noted that the Planning Board recommends preservation of the site and indicated that the various County agencies are supportive of the variances and project.

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

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

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

It is clear from the testimony that if the variance is granted, such use, as proposed, will not be contrary to the spirit of the B.C.Z.R. and will not result in any injury to the public good.

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty or unreasonable hardship will result if the variance is not granted. The particular location of the existing structure and the historic value of same are unique factors to this property which justifies the granting of this variance. Further, the requirements from which the Petitioner saaks relief will unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the variance requested will not cause any injury to the public health, safety and general welfare. Further, granting of the variance will be in strict harmony with the spirit and intent of the B.C.Z.R.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief requested should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this ______ day of December, 1992 that a variance from Section 303.1 of the B.C.Z.R. to maintain a 13.3 ft. front yard (average) setback in lieu of the required 60 front yard (average) setback, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that a variance from Section 400.1 to permit an accessory structure to be located in the rear yard and/or in the third of the lot farthest removed from any street, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that a variance from Section 400.3 to permit an accessory structure with a height of 20 ft., in lieu of the required 15 ft., all in accordance with Petitioners' Exhibit No. 2, be and is hereby GRANTED, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

- 1. The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.
- 2. Before any building permits are issued, the Developer must provide architectural elevation drawings for construction on lot No. 6. Any new building thereon shall be compatible with the historic structure. The Baltimore County Landmarks Commission shall review and approve these drawings before the issuance of any permits. Consideration of building materials, height of the building, roof treatment, and window treatment will be evaluated for compatibility.

LAWRENCE E. SCHMIDT Zoning Commissioner for Baltimore County

LES/mmn

