

IN RE: PETITION FOR ADMIN. VARIANCE * BEFORE THE
NE/S of Florio Drive
NW corner of Cross Road * DEPUTY ZONING COMMISSIONER
11th Election District *
5th Councilmanic District * OF BALTIMORE COUNTY
(4320 Florio Drive) *
Steven B. Goldberg & Kathleen M. Rohlfing *
Petitioners * CASE NO. 06-532-A

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Administrative Variance filed by the legal owners of the subject property, Steven B. Goldberg and Kathleen M. Rohlfing. The variance request is for property located at 4320 Florio Drive. The variance request is from Sections 400.1 and 427 of the Baltimore County Zoning Regulations (B.C.Z.R), to permit an accessory structure (in-ground pool and 6 foot high fence) to be in the front and side yard in lieu of the rear yard and fence height of 4 feet surrounding the pool. The subject property and requested relief are more particularly described on Petitioners' Exhibit No. 1.

The case was originally filed as an administrative variance, but was ultimately set in for a hearing because of a request by the Planning Office that the variance be denied and because of a letter from the Cross Road Springs Homeowners Association. Notice of the formal hearing was given to the public by posting the property with notice of the hearing on June 30, 2006 and by publication in "The Jeffersonian" newspaper on June 29, 2006.

Amended Petition

Mr. Goldberg indicated that he originally requested a six foot high fence around his proposed swimming pool but after the Petition was submitted found out that the Honeygo regulations limit fences to 4 feet. As a result he amended his request to a fence of 4 feet.

FILED
7-17-06
PJ

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) comments are made part of the record of this case and contain the following highlights: A ZAC comment letter was received from the Office of Planning dated May 17, 2006, which recommends denial of the administrative variance.

Applicable Law

Section 307 of the B.C.Z.R. – *Variances*.

“The Zoning Commissioner of Baltimore County and the County Board of Appeals, upon appeal, shall have and they are hereby given the power to grant variances from height and area regulations, from off-street parking regulations, and from sign regulations only in cases where special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request and where strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. No increase in residential density beyond that otherwise allowable by the Zoning Regulations shall be permitted as a result of any such grant of a variance from height or area regulations. Furthermore, any such variance shall be granted only if in strict harmony with the spirit and intent of said height, area, off-street parking or sign regulations, and only in such manner as to grant relief without injury to the public health, safety and general welfare. They shall have no power to grant any other variances. Before granting any variance, the Zoning Commissioner shall require public notice to be given and shall hold a public hearing upon any application for a variance in the same manner as in the case of a petition for reclassification. Any order by the Zoning Commissioner or the County Board of Appeals granting a variance shall contain a finding of fact setting forth and specifying the reason or reasons for making such variance.”

Interested Persons

Appearing at the hearing on behalf of the variance request were David Rohlfig, Jennifer Topper, John Rohlfig, Hope Disney, along with Steven B. Goldberg and Kathleen M. Rohlfig, Petitioners. Appearing in opposition to the request were Mike Monius, Kevin Kimmel, Ansie McQueeney, Nina Apostolou and Michque Roberts. Kevin Gambrell, area planner for the Planning Office, also attended the hearing. Letters in opposition and in support of the request were received.

Testimony and Evidence

Testimony and evidence indicated that the subject property contains 10,611 square feet zoned DR 3.5 H and is improved by the Petitioners' home as shown on Petitioners' exhibit 1.

7-17-06
pg

Mr. Goldberg indicated that he was one of the original purchasers of a lot in a new Honeygo subdivision. He indicated that he wanted to build a swimming pool for his family which would be a 16 x 32 foot oval. He noted that the lot is triangularly shaped, has a very small back yard which is improved with a deck and has an 8 foot drainage and utilities easement which greatly limit any building in the rear yard. The side yard is similarly limited by a 30 foot drainage and utility easement. Consequently he opined the only place to put the pool is some distance east of his home as shown on Petitioners' exhibit 1.

Mr. Goldberg indicated that the pool is needed for therapy by his wife who suffers from depression, and his elderly parents who would benefit from the swimming exercise. He noted that he contacted the Homeowners Association, showed them his plans for the pool, and received approval from the Architectural Committee pursuant to the by laws of the Association. See Petitioners' exhibit 3. However he became aware that after the initial approval, the Association changed their position and now oppose the pool. He presented a letter from John Disney, Esquire as Petitioners' exhibit 2 which indicates the Association's procedures in opposing the pool were not proper. He presented photographs showing the location of the proposed pool as Petitioners' exhibit 4 which includes the sign at the entrance to the subdivision as Petitioners' exhibit 4 H. The sign is located at the intersection of Florio Drive and Cross Road.

Upon questioning he admitted the proposed pool was not heated.

Mr. Kimmell, Vice President of the Cross Road Springs Homeowners Association, indicated that the approval of the Petitioners' plans for the pool by the Architectural Committee as shown in Petitioners' exhibit 3 was preliminary and subject to a vote by the Association. That vote resulted in the Association opposing the request. He opined that the procedure taken by the Association conformed to the Association bylaws and presented the minutes from the May meeting of the Association, protestants' exhibit 1, the letter to the County denying the

7-17-06

PJ

Petitioners' request by the Architectural Committee protestants' exhibit 2, the notice to the Petitioner of the denial protestants' exhibit 3, and the Association's Covenants protestants' exhibit 4. In summary he indicated that the pool could not be built in accord to the Covenants.

Kevin Gambrill, area planner from the Office of Planning, indicated that a central concern of his office was the possibility of the pool and fence being located in the front yard of the subject property. His office opposes any such location and issued its comment requesting the variances be denied accordingly. However on closer examination of the Plat to Accompany, Petitioners' exhibit 1, he indicated that the proposed pool is in the side yard of the Petitioners' home. Just what is the front and side yards in this case is difficult to determine as the lot has a long triangular shape which he described as unique. He confirmed the Honeygo regulation limiting the height of fences to 4 feet. In summation he indicated that the Planning Office continues to oppose granting the variances as the details of the landscaping and fencing were not presented to the Planning Office.

Upon questioning he confirmed that the iron fence proposed by the Petitioners was superior to a board on board fence, agreed that from his perspective the pool was not in the front yard, and he could not reverse his request the variances be denied until the details of the landscaping were reviewed by his Office. Mr. Goldberg noted that the same fence he proposed is used across the street, there is a galvanized guardrail nearby, and the pool and fence will blend into the community.

Mr. Monius, indicated that he opposes the variances as the pool will be located at the entrance to the community, is the first thing people will see on entering the community after the sign and will detract from the whole community. He also noted that the Petitioner had his pick of the lots of this small lot subdivision of 19 homes and chose a lot with all the difficulties the Petitioner described. Ms. Apostolou noted that as the pool was not heated, the therapeutic value

for the Petitioners' family would be limited to perhaps 4 months. Mr. Monius noted that there is an enclosed pool within a few miles of the site which would provide year round therapy for the Petitioners' family if this is needed. Ms Topper indicated that the Petitioner could locate the pool in his rear yard.

The Petitioners' rebuttal evidence indicated that the Homeowners Association was aware of the proposed pool, similar fencing is used in the community, there is no room in the rear yard for the pool, and that the Petitioner agreed to abide by a landscape design approved the County Landscape Architect.

Findings of Fact and Conclusions of Law

This lot is very oddly shaped which is the source of most of the concern of the Planning Office. They oppose any pool in the front yard. However I am at a loss to understand why the Zoning Office reviewers would format the issue for this request as having the pool in the front yard. If I extend the front of the existing home to the property lines, the pool is not within those extensions. While I can see that the pool is located off Florio Road on which the house surely fronts, I agree with Mr. Gambrill that the pool is in the side yard.

Considering all the testimony and evidence presented, I find special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request. This lot is constrained by its long triangular shape, the drainage and utility easements in the rear yard and major drainage and utility easement in the side yard. As a result the imposition of DR zoning on this property disproportionably impacts the subject property as compared to others in the zoning district. Therefore I find the property unique in a zoning sense.

I further find that strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. There really is no place to put the pool in the rear yard unless the Petitioner removes his deck which is not reasonable to do.

There is no increase in residential density issue in this case.

The issue in this case then is whether or not the variance can be granted in strict harmony with the spirit and intent of said regulations, and in such manner as to grant relief without injury to the public health, safety and general welfare. The protestants point out this pool will be the second thing someone will see upon entering the community and will detract from the whole community. The HOA is opposed after a vote by the homeowners. On the other hand the Petitioner indicates the pool and fence can be landscaped to blend into the community and so will not adversely affect it.

I note, as I did at the hearing, that the Zoning Commissioner's Office has no jurisdiction to decide whether the land covenants prohibit the pool as proposed. That kind of issue is within the jurisdiction of the Circuit Court alone.

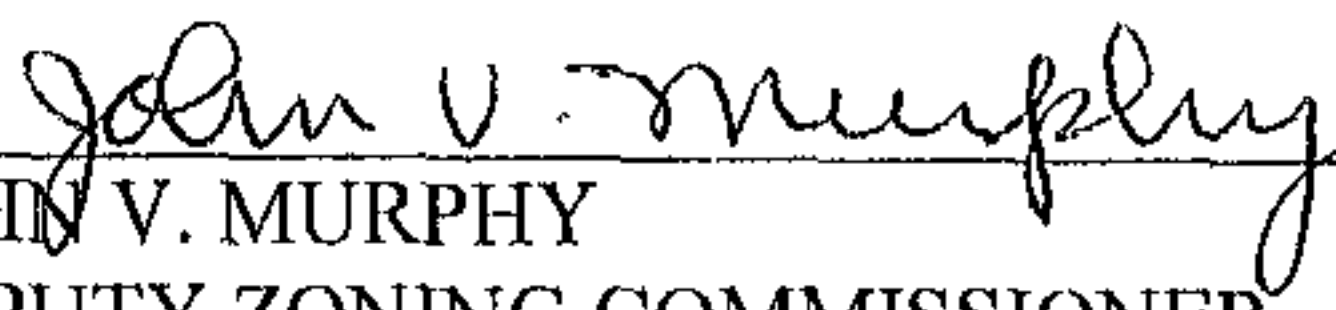
My problem is whether a pool and fence at this location can be made to blend with and be compatible with the community. This is purely a matter of aesthetics and what is in the eye of the beholder. As mentioned at the hearing I have great confidence in the ability of the County Landscape Architect to design a landscape plan that will protect the community. As mentioned his services are free but not inexpensive. The Petitioner agreed to submit a plan to the Landscape Architect. The Planning Office is not opposed to the pool in the side yard if it can properly be landscaped. A pool and fence are not of themselves obnoxious structures for residential communities. There can be a problem with noise if the pool is lighted. On balance I believe the pool and fence can be buffered from the community by proper landscaping so as not to adversely affect the neighborhood. Therefore I will grant the variance with conditions.

Pursuant to the posting of the property and the provisions of both the Baltimore County Code and the Baltimore County Zoning Regulations, and for the reasons given above, the requested variance should be granted with conditions

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 21st day of July, 2006, that a variance from Sections 400.1 and 427 of the Baltimore County Zoning Regulations (B.C.Z.R), to permit an accessory structure (in-ground pool and fence) to be in the side yard in lieu of the rear yard be and is hereby GRANTED, subject to the following:

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, and
2. The Petitioner shall submit a landscape plan to the Baltimore County Landscape Architect for his review and approval which shall properly buffer and screen the pool and fence from the community; and
3. The pool shall not be heated or artificially lighted.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.


JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

JVM:pz

7-17-06
pz



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

July 20, 2006

WILLIAM J. WISEMAN III
Zoning Commissioner

STEVEN B. GOLDBERG
KATHLEEN M. ROHLFING
5420 FLORIO DRIVE
PERRY HALL MD 21128

Re: Petition for Administrative Variance
Case No. 06-532-A
Property: 5420 Florio Drive

Dear Mr. Goldberg and Ms. Rohlfig:

Enclosed please find the decision rendered in the above-captioned case. The petition for administrative variance has been granted with conditions in accordance with the enclosed Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read "John V. Murphy".

John V. Murphy
Deputy Zoning Commissioner

JVM:pz

Enclosure

c: David Rohlfig, 9279 Throgmorton Road, Apt D, Baltimore MD 21234
Jennifer Topper and John Rohlfig, 7805 Ardmore Ave, Parkville MD 21234
John Disney and Hope Disney, 2903 Manns Avenue, Baltimore MD 21234
Kevin Kimmel, 4301 Florio Drive, Perry Hall MD 21128
Mike Monius, 4300 Florio Drive, Perry Hall MD 21128
Ansie McQueeney and Nina Apostolou, 4302 Florio Drive, Perry Hall MD 21128
Michque Roberts, 4316 Florio Drive, Perry Hall MD 21128



Petition for Administrative Variance

to the Zoning Commissioner of Baltimore County

for the property located at 4320 FLORIO DR. PERRY HALL, MD 21128
which is presently zoned RESIDENTIAL (D.R. S.S.-H.)

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s) 400.1 & 427 to Permit Accessory

STRUCTURES (W/ROUND POOL & 6 FT. HIGH FENCE TO BE IN THE FRONT & SIDE YARD IN VIEW OF THE ROAD YARD & FENCE HT. OF 4 FT. SURROUNDING A POOL

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the reasons indicated on the back of this petition form.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address Telephone No.

City State Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address Telephone No.

City State Zip Code

Legal Owner(s):

Name - Type or Print

Signature

Name - Type or Print

Signature

Address Telephone No.

City State Zip Code

Representative to be Contacted:

Name

Address Telephone No.

City State Zip Code

A Public Hearing having been formally demanded and/or found to be required, it is ordered by the Zoning Commissioner of Baltimore County, this _____ day of _____ that the subject matter of this petition be set for a public hearing, advertised, as required by the zoning regulations of Baltimore County and that the property be reposted.

Zoning Commissioner of Baltimore County

CASE NO. 06-532-A

REV 10/25/01

Reviewed By STP Date 04-24-06

Estimated Posting Date 05-07-06

Affidavit in Support of Administrative Variance

The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows: That the information herein given is within the personal knowledge of the Affiant(s) and that Affiant(s) is/are competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

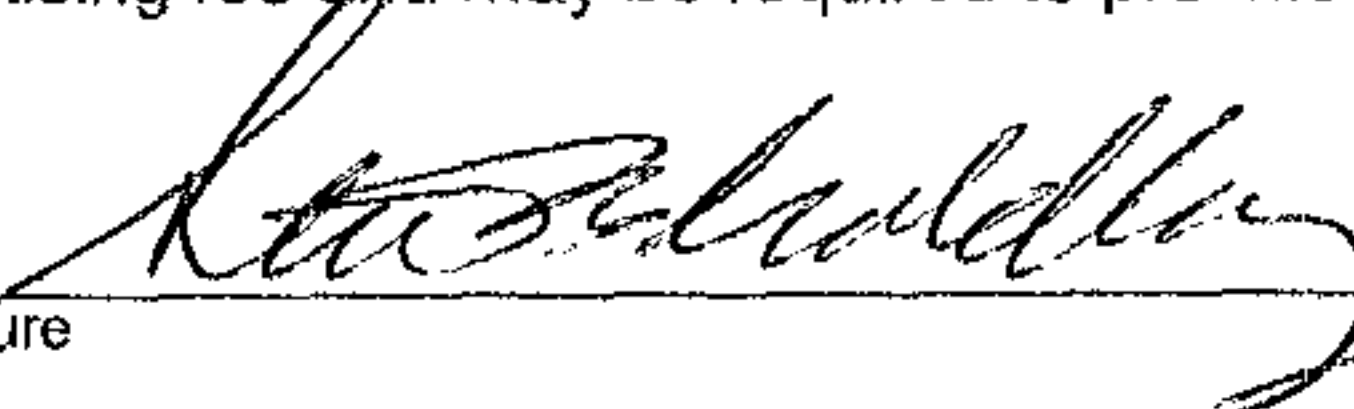
That the Affiant(s) does/do presently reside at

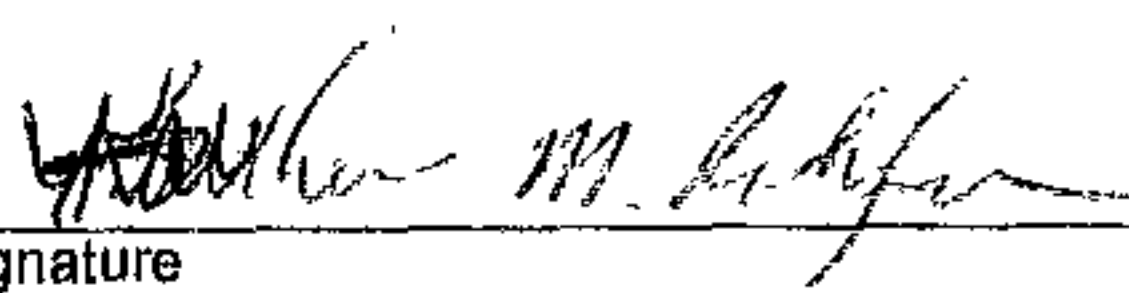
4320 FLORIO DRIVE
Address
PERRY HALL, MARYLAND 21128
City State Zip Code

That based upon personal knowledge, the following are the facts upon which I/we base the request for an Administrative Variance at the above address (indicate hardship or practical difficulty):

WANT TO INSTALL 1ST GROUND SWIMMING POOL. BACK OF HOUSE PROPERTY TO SMALL AND BACKS UP TO BALTIMORE COUNTY PARK. MAJORITY OF PROPERTY IS ON THE SIDE OF HOUSE.

That the Affiant(s) acknowledge(s) that if a formal demand is filed, Affiant(s) will be required to pay a reposting and advertising fee and may be required to provide additional information.


Signature
STEVEN B. GOLDBERG
Name - Type or Print

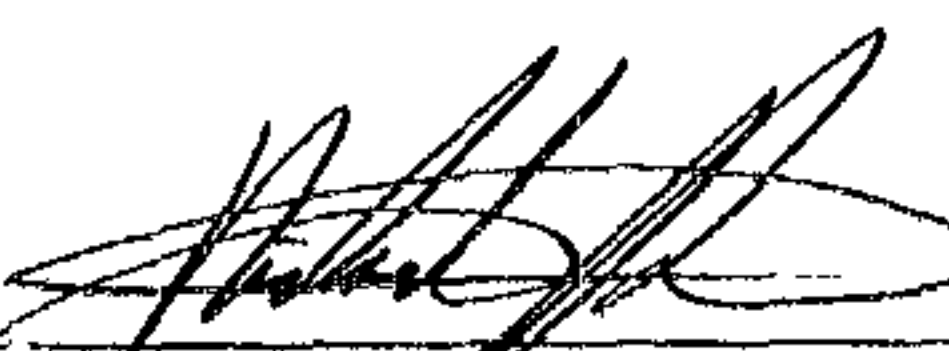

Signature
KATHLEEN M. PHILLIPS
Name - Type or Print

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, this 21 day of APRIL, 2006, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

STEVEN B. GOLDBERG
the Affiant(s) herein, personally known or satisfactorily identified to me as such Affiant(s).

AS WITNESS my hand and Notarial Seal


Notary Public

My Commission Expires 9-1-8

Affidavit in Support of Administrative Variance

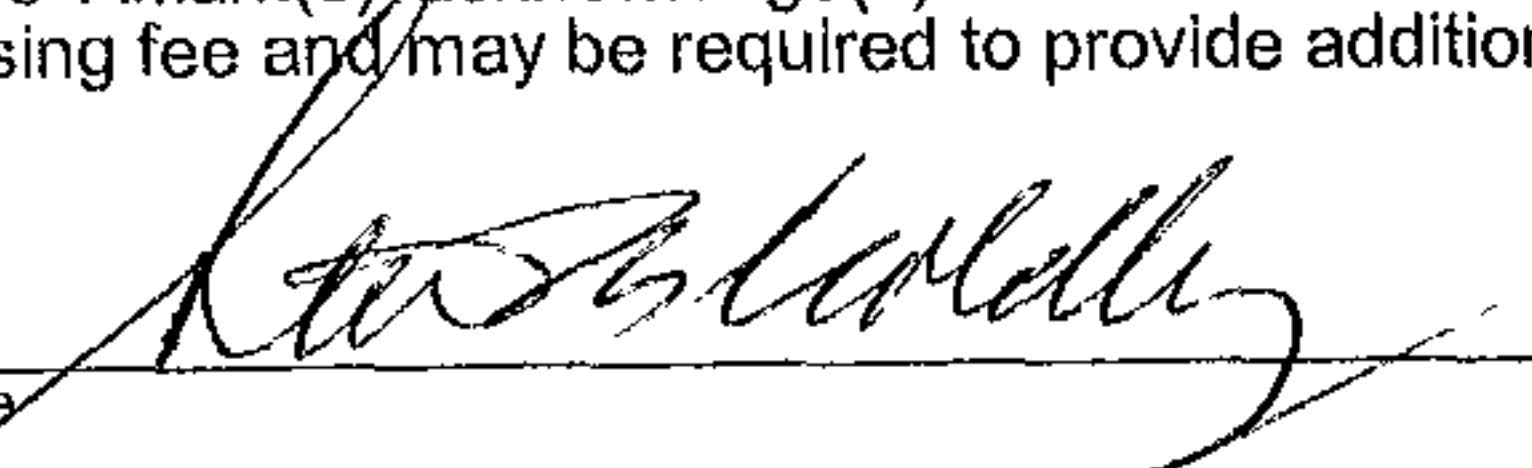
The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows: That the information herein given is within the personal knowledge of the Affiant(s) and that Affiant(s) is/are competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

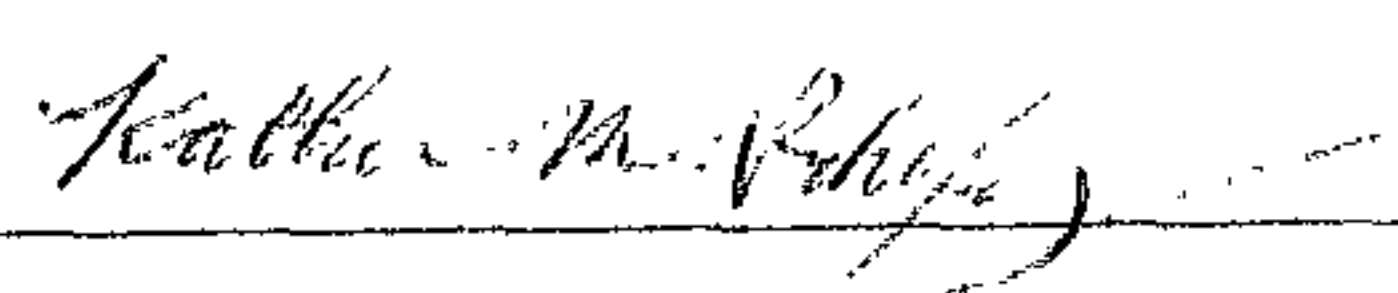
That the Affiant(s) does/do presently reside at 4320 FLORIO DRIVE
Address
PENNY HALL, MARYLAND 21228
City State Zip Code

That based upon personal knowledge, the following are the facts upon which I/we base the request for an Administrative Variance at the above address (indicate hardship or practical difficulty):

WANT TO INSTALL IN GROUND SWIMMING POOL, BACK
OF HOUSE PROPERTY TO SMITH AND BACKS UP TO
BALTIMORE COUNTY PARK. MAJORITY OF PROPERTY
IS ON THE SIDE OF HOUSE.

That the Affiant(s) acknowledge(s) that if a formal demand is filed, Affiant(s) will be required to pay a reposting and advertising fee and may be required to provide additional information.


Signature
STEVEN B. GOLDBERG
Name - Type or Print

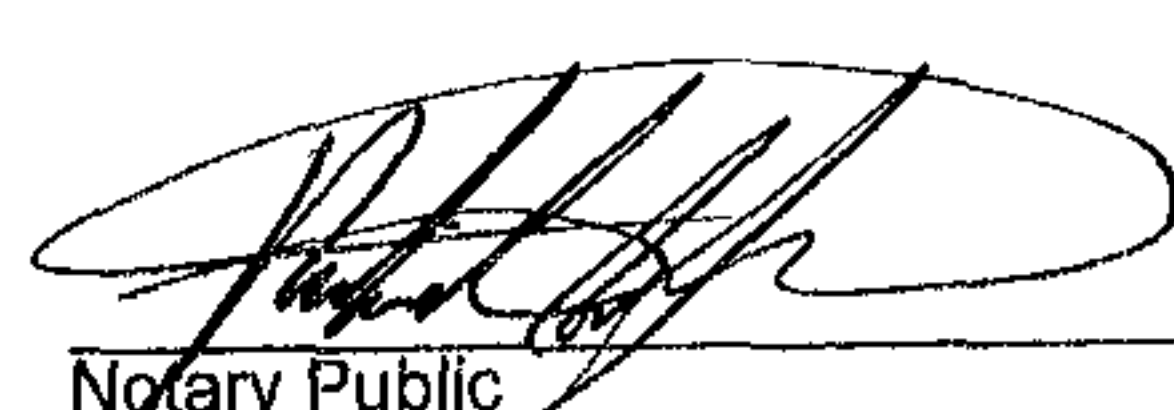

Signature
KATHLEEN M. REILLY
Name - Type or Print

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, this 21 day of APRIL, 2006, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

STEVEN B. GOLDBERG
the Affiant(s) herein, personally known or satisfactorily identified to me as such Affiant(s).

AS WITNESS my hand and Notarial Seal


Notary Public

My Commission Expires 9-1-8



Petition for Administrative Variance

to the Zoning Commissioner of Baltimore County

for the property located at 4320 FLORIO DRIVE, PERRY HALL, MD
which is presently zoned RESIDENTIAL (DR. S.S.-H.) 21128

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s) 400.1 & 427 to Permit Accessory Structures (including Pool & GFI. Access. Structure) to be in the side & front yard in lieu of the rear yard, 5' fence height of 4 ft. surrounding a pool.

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the reasons indicated on the back of this petition form.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address Telephone No.

City State Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address Telephone No.

City State Zip Code

Legal Owner(s):

Name - Type or Print

Signature

Name - Type or Print

Signature

Address Telephone No.

City State Zip Code

Representative to be Contacted:

Name

Address Telephone No.

City State Zip Code

A Public Hearing having been formally demanded and/or found to be required, it is ordered by the Zoning Commissioner of Baltimore County, this _____ day of _____, that the subject matter of this petition be set for a public hearing, advertised, as required by the zoning regulations of Baltimore County and that the property be reposted.

Zoning Commissioner of Baltimore County

CASE NO. 06-537-1

REV 10/25/01

Reviewed By (JTT) Date 04-24-06

Estimated Posting Date 05-07-06

ZONING DESCRIPTION FOR 4320 FLORIO DRIVE, PERRY HALL, MD 21128
(address)

Beginning at a point on the NORTH side of
(north, south, east or west)

FLORIO DRIVE which is 50
(name of street on which property fronts) (number of feet of right-of-way width)

wide at the distance of NORTH CORNER of the
(number of feet) (north, south, east or west)

centerline of the nearest improved intersecting street CROSS ROAD
(name of street)

which is 50 FT wide. *Being Lot # 19
(number of feet of right-of-way width)

Block ---, Section # --- in the subdivision of FLORIO PROPERTY
(name of subdivision)

as recorded in Baltimore County Plat Book # 74, Folio # 84

containing 10.61 SQ FT. Also known as 4320 FLORIO DRIVE
(square feet or acres) (property address)

and located in the 11th Election District, 5-16 Councilmanic District.

STEVEN B. GOLDBERG.

OG 532-A

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 13

DATE April 24 1966 ACCOUNT General Fund

AMOUNT \$ 10.00

RECEIVED FROM: Department of Public Works - General Fund

FOR: 4320 Finance Dept -
RES: WATER

DISTRIBUTION
WHITE - CASHIER
PINK - AGENCY
YELLOW - CUSTOMER

CASHIER'S VALIDATION

APR 24 1966
OFFICE OF BUDGET & FINANCE
BALTIMORE COUNTY, MARYLAND
RECEIVED FROM: Department of Public Works - General Fund
FOR: 4320 Finance Dept -
RES: WATER
AMOUNT \$ 10.00

**NOTICE OF ZONING
HEARING**

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

Case: #06-532-A

4320 Florio Drive
Northeast side of Florio Drive, northwest corner of Cross Road

11th Election District
5th Councilmanic District

Legal Owner(s):

Steven B. Goldberg &
Kathleen M. Rohlfing

Variance: to permit accessory structures (in-ground pool and 6-foot high fence) to be in the front and side yard in lieu of the rear yard and fence height of 4 feet surrounding a pool.

Hearing: Monday, July 17, 2006 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204.

WILLIAM J. WISEMAN, III
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

6/363 June 29 100334

CERTIFICATE OF PUBLICATION

6/29/2006

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 6/29/2006.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

J. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: Case No.: 06-532-A

Petitioner/Developer: _____

GOLDBERG

Date of Hearing/Closing: 5/29/06

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

Attention:

Ladies and Gentlemen:

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

4320 FLORIO DR.

The sign(s) were posted on 5/2/06
(Month, Day, Year)

CASE # 06-532-A

Sincerely,

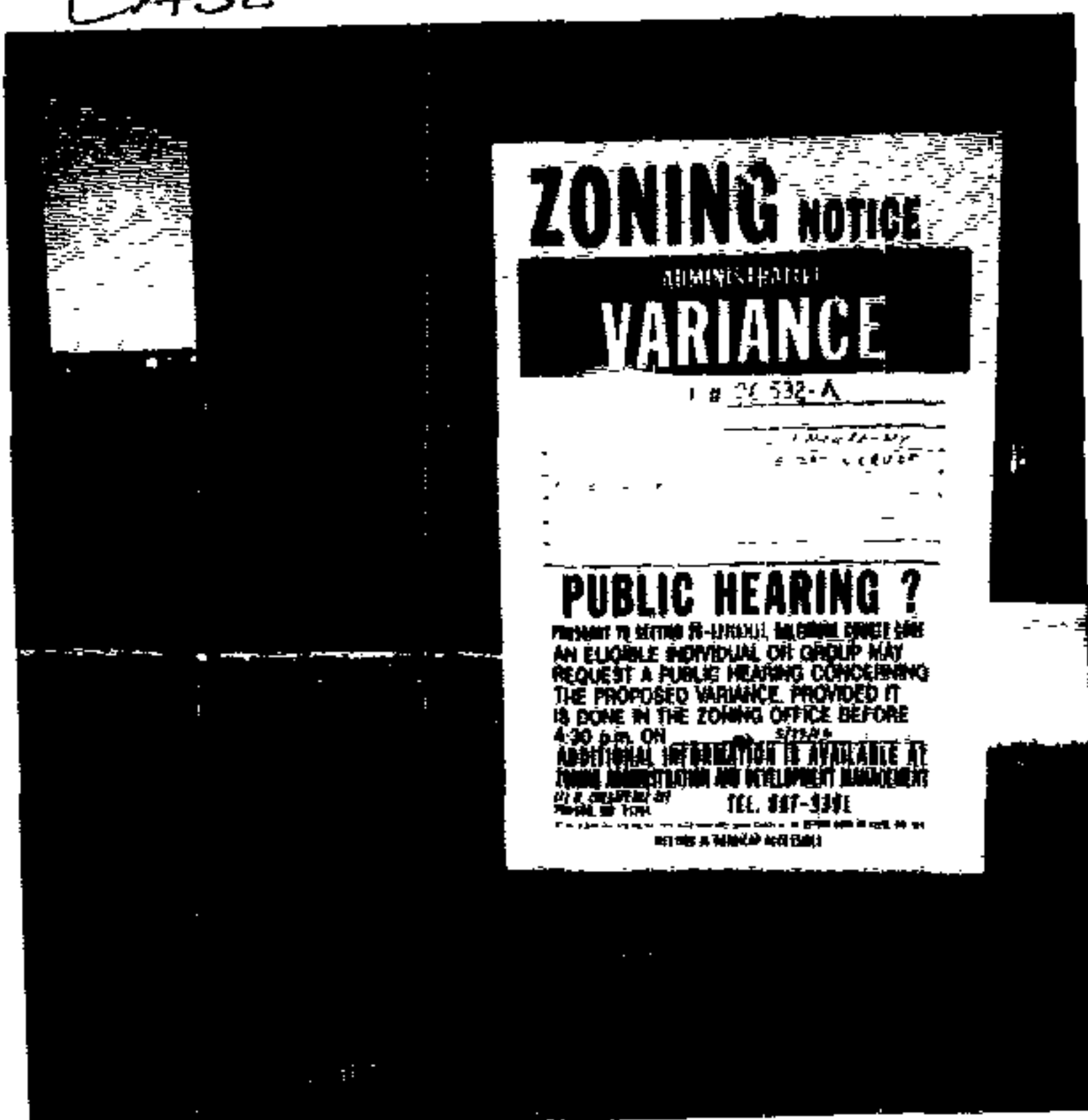
Richard E. Hoffman 5/2/06
(Signature of Sign Poster and Date)

RICHARD E. HOFFMAN
(Printed Name)

904 DELLWOOD DR.
(Address)

FALLSTON, MD 21047
(City, State, Zip Code)

(410) 879-3122
(Telephone Number)



4320 FLORIO DR.
POSTED 5/2/06
Richard E. Hoffman - 5/2/06

CERTIFICATE OF POSTING

RE: Case No.: 06-532-A

Petitioner/Developer: _____

GOLDBERG

Date of Hearing/Closing: 5/29/06

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

Attention:

Ladies and Gentlemen:

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

4320 FLORIO DR.

The sign(s) were posted on 5/2/06

CASE # 06-532-A

(Month, Day, Year)

Sincerely,

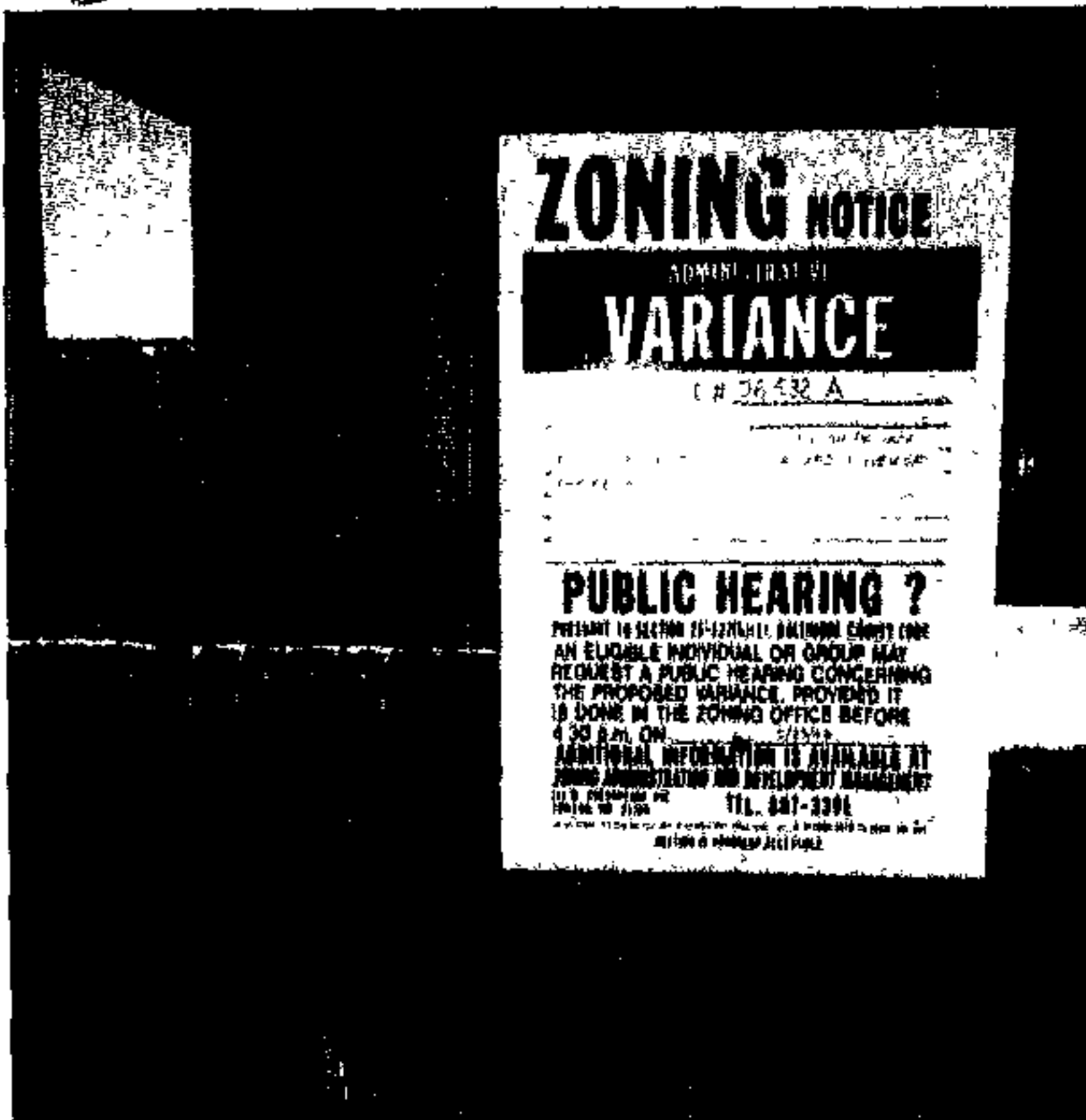
Richard E. Hoffman 5/2/06
(Signature of Sign Poster and Date)

RICHARD E. HOFFMAN
(Printed Name)

904 DELLWOOD DR.
(Address)

FALLSTON, MD 21047
(City, State, Zip Code)

(410) 879-3122
(Telephone Number)



4320 FLORIO DR.

POSTED 5/2/06

Richard E. Hoffman - 5/2/06



Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708

June 14, 2006

NOTICE OF ZONING HEARING

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

CASE NUMBER: 06-532-A

4320 Florio Drive

Northeast side of Florio Drive, northwest corner of Cross Road

11th Election District – 5th Councilmanic District

Legal Owners: Steven B. Goldberg & Kathleen M. Rohlfing

Variance to permit accessory structures (in-ground pool and 6-foot high fence) to be in the front and side yard in lieu of the rear yard and fence height of 4 feet surrounding a pool.

Hearing: Monday, July 17, 2006 at 11:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204

A handwritten signature in black ink that reads "Timothy Kotroco".

Timothy Kotroco
Director

TK:klm

C: Steven Goldberg & Kathleen Rohlfing, 4320 Florio Drive, Perry Hall 21128
Cross Road Springs Homeowners Association, 4301 Florio Drive, Perry Hall 21128

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, JULY 1, 2006.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



TO: PATUXENT PUBLISHING COMPANY
Thursday, June 29, 2006 Issue - Jeffersonian

Please forward billing to:

Deborah Kendall-Sipple
Permits & Development Management
111 West Chesapeake Avenue, Room 111
Towson, MD 21204

410-887-3353

NOTICE OF ZONING HEARING

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

CASE NUMBER: 06-532-A

4320 Florio Drive

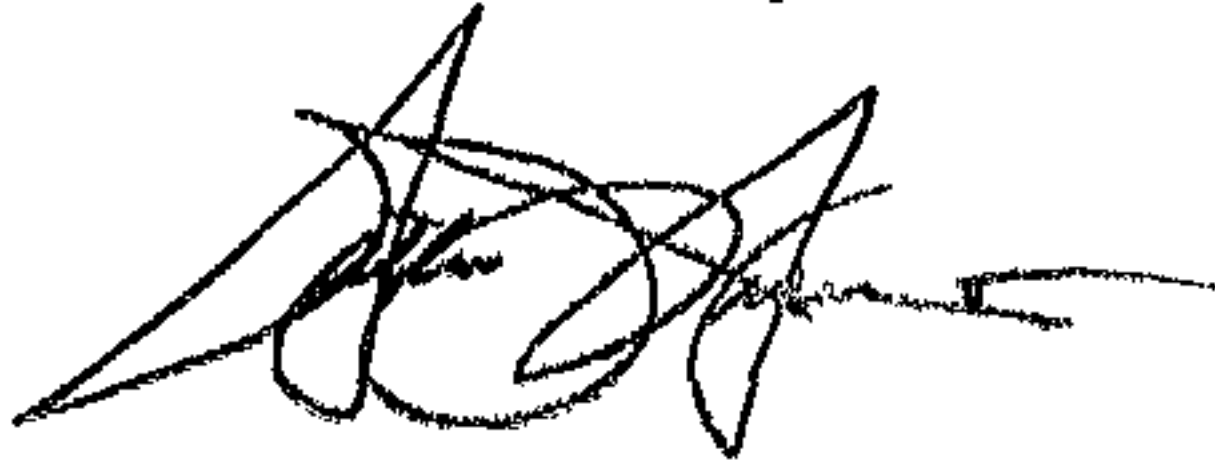
Northeast side of Florio Drive, northwest corner of Cross Road

11th Election District – 5th Councilmanic District

Legal Owners: Steven B. Goldberg & Kathleen M. Rohlfing

Variance to permit accessory structures (in-ground pool and 6-foot high fence) to be in the front and side yard in lieu of the rear yard and fence height of 4 feet surrounding a pool.

Hearing: Monday, July 17, 2006 at 11:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204



WILLIAM J. WISEMAN III
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

**Department of Permits
Development Management**

Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708



Baltimore County

*James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director*

June 14, 2006

Steven Goldberg
Kathleen Rohlfing
4320 Florio Drive
Perry Hall, MD 21128

Dear Mr. Goldberg & Mrs. Rohlfing:

RE: Demand for Public Hearing, Administrative Variance, Case Number: 06-532-A

The purpose of this letter is to officially notify you that your administrative posting procedure has been superceded by a timely public hearing demand at the request of the deputy-zoning commissioner concerning the above proposed administrative procedure.

The hearing has been scheduled, and the notice of public hearing indicating the date, time and location of the hearing is attached. This notice will also contain the date that the sign must be reposted with the hearing information which will be done by this office.

The property will also be advertised with the hearing date, time and location. This notification will be published in the Jeffersonian and this office will also be handling the billing directly thru Patuxent Publishing for this.

If you need any further explanation or additional information, please feel free to contact John Alexander at 410-887-3391.

Very truly yours,

A handwritten signature in black ink, reading "W. Carl Richards, Jr.", is written over a horizontal line.

W. Carl Richards, Jr.
Supervisor
Zoning Review

WCR:klm

C: Cross Road Springs Homeowners Association, 4301 Florio Drive, Perry Hall 21128

Visit the County's Website at www.baltimorecountyonline.info



ADMINISTRATIVE VARIANCE INFORMATION SHEET AND DATES

Case Number 06- 537 -A Address 4320 FLORENCE DRIVE

Contact Person: SONS & ALEXANDER Phone Number: 410-887-3391
Planner, Please Print Your Name

Filing Date: 04-24-06 Posting Date: 05-07-06 Closing Date: 05-29-06

Any contact made with this office regarding the status of the administrative variance should be through the contact person (planner) using the case number.

1. **POSTING/COST:** The petitioner must use one of the sign posters on the approved list (on the reverse side of this form) and the petitioner is responsible for all printing/posting costs. Any reposting must be done only by one of the sign posters on the approved list and the petitioner is again responsible for all associated costs. The zoning notice sign must be visible on the property on or before the posting date noted above. It should remain there through the closing date.
2. **DEADLINE:** The closing date is the deadline for an occupant or owner within 1,000 feet to file a formal request for a public hearing. Please understand that even if there is no formal request for a public hearing, the process is not complete on the closing date.
3. **ORDER:** After the closing date, the file will be reviewed by the zoning or deputy zoning commissioner. He may: (a) grant the requested relief; (b) deny the requested relief; or (c) order that the matter be set in for a public hearing. You will receive written notification (typically within 7 to 10 days of the closing date) as to whether the petition has been granted, denied, or will go to public hearing. The order will be mailed to you by First Class mail.
4. **POSSIBLE PUBLIC HEARING AND REPOSTING:** In cases that must go to a public hearing (whether due to a neighbor's formal request or by order of the zoning or deputy zoning commissioner), notification will be forwarded to you. The sign on the property must be changed giving notice of the hearing date, time and location. As when the sign was originally posted, certification of this change and a photograph of the altered sign must be forwarded to this office.

(Detach Along Dotted Line)

Petitioner: This Part of the Form is for the Sign Poster Only

USE THE ADMINISTRATIVE VARIANCE SIGN FORMAT

Case Number 06- 537 -A Address 4320 FLORENCE DRIVE

Petitioner's Name GOLDBERG Telephone 410 707-0744

Posting Date: 05-07-06 Closing Date: 05-29-06

Wording for Sign: To Permit A 100' DWG 6 FT. HIGH FENCE TO BE
IN THE FRONT SIDE YARD IN LIEU OF THE
REAR YARD AND FENCE HEIGHT OF 4 FT. SURROUNDING
A 100'.

WCR - Revised 6/25/04

**DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) 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 the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: OG-532-A

Petitioner: STEVEN GOLDBERG

Address or Location: 4320 FLORIO DRIVE PERRY HALL MD
21128

PLEASE FORWARD ADVERTISING BILL TO:

Name: STEVEN GOLDBERG

Address: 4320 FLORIO DRIVE
PERRY HALL, MD 21128

Telephone Number: 410-707-0744

Revised 7/11/05 - SCJ

OG-532-A

**Department of Permits and
Development Management**



Baltimore County

*James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director*

Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708

July 13, 2006

Steven B. Goldberg
Kathleen M. Rohlfing
5420 Florio Drive
Perry Hall, MD 21128

Dear Mr. Goldberg and Ms. Rohlfing:

RE: Case Number: 06-532-A, 4320 Florio Drive

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 24, 2006.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure 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. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

A handwritten signature in black ink that reads "W. Carl Richards, Jr." The signature is stylized with a large, looped "R" and a trailing "J".

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel

Visit the County's Website at www.baltimorecountyonline.info



**Department of Permits and
Development Management**

Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708



Baltimore County

*James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director*

May 30, 2006

Steven B. Goldberg
Kathleen M. Rohlfing
4320 Florio Drive
Perry Hall, MD 21128

Dear Mr. Goldberg and Ms. Rohlfing:

RE: Case Number: 06-532-A, 4320 Florio Drive

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 24, 2006.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure 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. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

A handwritten signature in black ink, reading "W. Carl Richards, Jr.", is written over a horizontal line.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel

Visit the County's Website at www.baltimorecountyonline.info



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: May 17, 2006

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

SUBJECT: 4320 Florio Drive

INFORMATION:

Item Number: 6-532

Petitioner: Steven Goldberg

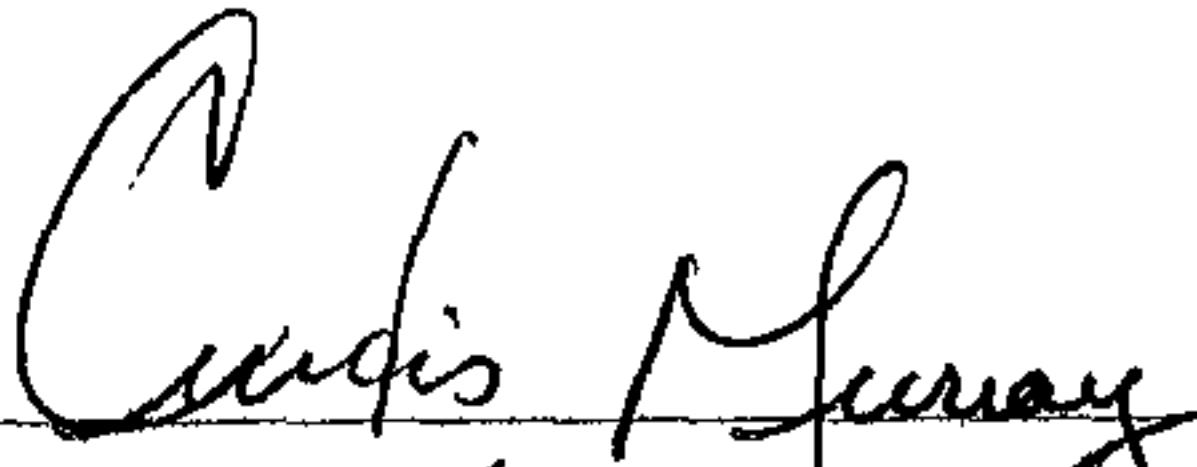
Zoning: DR 5.5 H

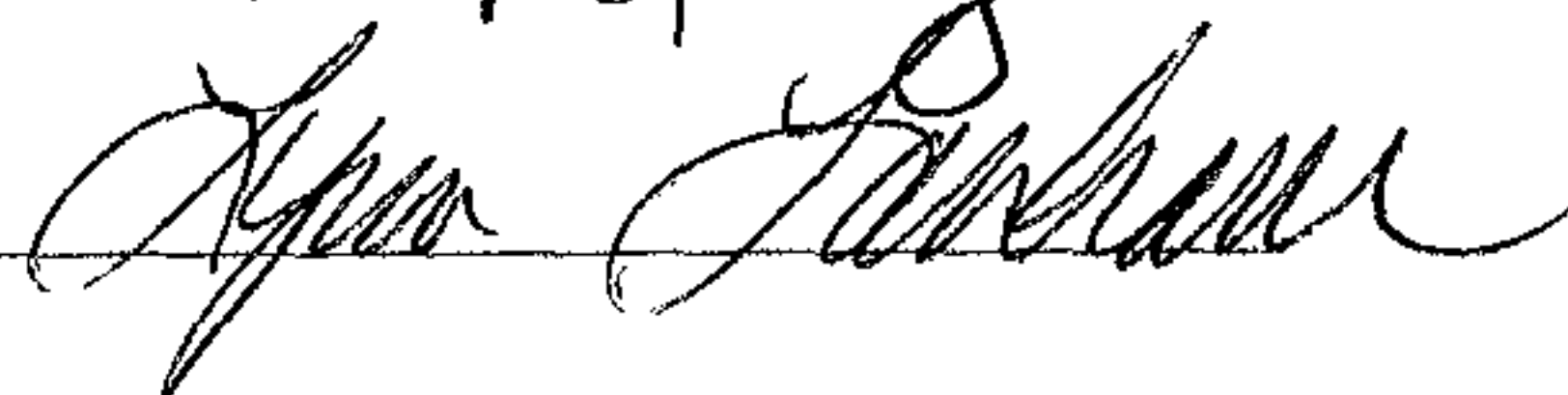
Requested Action: Administrative Variance

SUMMARY OF RECOMMENDATIONS:

One the main goals of the Honeygo Overlay District is to promote well designed neighborhood streets with consistent landscape treatments and overall uniform street character. Section E, Division VI "Honeygo Overlay District Design Guidelines" of the Comprehensive Manual of Development Policies (CMDP) specifically prohibits the placement of fences in the front yard in the Honeygo area of Baltimore County (p. 26). While it is true that a fence would have to be erected in order to comply with section 13-06-101 of the Baltimore County Code (*Swimming Pool Enclosure*), it is the opinion of this Office that the negative visual and aesthetic impacts associated with erecting such a fence would be in direct conflict with this areas design standards. As such, the Office of Planning recommends that the petitioner's request be denied.

For further information concerning the matters stated here in, please contact Kevin Gambrell at 410-887-3480.

Prepared by: 

Division Chief: 
AFK/LL: CM

Fire Department

700 East Joppa Road
Towson, Maryland 21286-5500
Tel: 410-887-4500



Baltimore County

James T. Smith, Jr., County Executive
John J. Hohman, Chief

County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

May 2, 2006

ATTENTION: Zoning Review planners

Distribution Meeting of: May 1, 2006

Item No.: 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530,
531, 532, 533, 534, 535, 536.

Pursuant to your request, the referenced plan(s) have been reviewed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

The Fire Marshal's Office has no comments at this time.

Acting Lieutenant Don W. Muddiman
Fire Marshal's Office
Phone (O) 410-887-4881
Mail Stop - 1102F

cc: File

Visit the County's Website at www.baltimorecountyonline.info

Robert L. Ehrlich, Jr., *Governor*
Michael S. Steele, *Lt. Governor*



Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Administrator*

Maryland Department of Transportation

Date: 4.28.06

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

RE: Baltimore County
Item No. 532 JRA

Dear Ms. Matthews:

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.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

Steven D. Foster, Chief
Engineering Access Permits Division

My telephone number/toll-free number is _____

Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.marylandroads.com

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits & Development
Management

DATE: May 5, 2006

FROM: Dennis A. Kennedy, ^{DAK}Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For May 8, 2006
Item No. 519, 520, 521, 523, 524, 525,
526, 527, 529, 530, 531, 532, 533, 534,
535, and 05-558 SPH XA

The Bureau of Development Plans Review has reviewed the subject zoning items, and we have no comments.

DAK:CEN:clw

cc: File

ZAC-NO COMMENTS-05032006.doc

BALTIMORE COUNTY, MARYLAND

Inter-Office Memorandum

DATE: June 1, 2006

TO: Kristen Matthews
Department of Permits & Development Management

FROM: Patti Zook, Legal Secretary to
John V. Murphy
Deputy Zoning Commissioner



SUBJECT: Petition for Administrative Variance-- Closing Date of 5/29/06
Case No. 06-532-A

After a review of the above-captioned file, and significant amount of comment letters received, Jack Murphy has requested that this case be set in for hearing. We are returning the file to you for further processing, i.e. notifying the petitioner, posting of hearing notice, etc.

Thank you for your attention and cooperation in this matter.

JVM:pz

George and Maria Balatzis
9600 Cross Road
Perry Hall, Maryland 21128

April 23, 2006

Dear Sir or Madam,

We understand that our neighbor, Steve Goldberg, is planning to install a swimming pool and fence on his property. As long as the pool and fence are installed according to Baltimore County Code Regulations, we do not oppose it.

Sincerely,



Georgios N. Balatzis
Maria P. Balatzis

OG-532A

File

Cross Road Springs Homeowners Association, Inc

May 15, 2006

Baltimore County Government
Office of Planning and Zoning
111 W. Chesapeake Ave
Room 111
Towson, MD 21204

RE: Zoning Variance for Pool in Side Yard and 6' Fence
Mr. Steven Goldberg
4320 Florio Drive 66-532-A
Perry Hall, Md. 21128

Dear Sir or Madam:

By way of this letter and on behalf of the Cross Road Springs Homeowner's Association, Inc., of which Mr. Goldberg is a member, I am hereby requesting a delay in the decision to grant or deny the above referenced zoning variance until the Architectural Committee of the Homeowner's Association decides whether or not to allow Mr. Goldberg permission to install the requested pool and fence.

I have been hearing from the other members in the Homeowner's Association and based on an informal survey it appears that the majority of surrounding homes are opposed to Mr. Goldberg's request. Therefore, the Homeowner's Association has scheduled a community meeting next Wednesday, May 24, 2006 to further discuss Mr. Goldberg's proposal and to vote on whether the requested pool and fence will be allowed.

Once we have the results from the community vote, we'd like to send an additional letter to be entered into the proceedings documenting whether the Homeowner's Association has approved or denied Mr. Goldberg's request prior to the County rendering its decision on this issue.

Thank you.

Sincerely,
Cross Road Springs Homeowners Association, Inc.



Kevin Kimmel, Vice President
4301 Florio Drive, Perry Hall, MD 21128

cc: file

Steve Goldberg

From: Kevin Kimmel [Kevin.Kimmel@StJohnPropertiesInc.com]
Sent: 04/18/2006 6:37 PM
To: Steve Goldberg
Cc: Monius, Michael F.; angle3a@aol.com; Pamela & Doug Turnbull
Subject: Pool

Steve:

After careful consideration the Crossroad springs HOA Architectural Committee has unanimously decided to approve your request to add a pool and fence to your side yard with the following conditions. Please note you are not approved by way of this email alone, we want you to re-submit your request form with all of these items written on it (indicating you agree to each of them). Once we receive the form with these additions (and assuming you don't add/change anything else) we will approve expeditiously.

The conditions are:

1. The 6' high fence must be standard "shadow box" type similar to the one on 4305 Florio Drive.
2. The fence will not be stained unless an additional approval has been obtained prior to starting.
3. The fence will be no closer to the sidewalk than 4'.
4. You will install some type of evergreen and/or semi-evergreen landscaping between the fence and sidewalk and between the fence and community sign to provide a buffer (Landscaping must be of a moderate size). You must additionally agree to maintain the landscaping to keep it from impacting the adjacent sidewalk.
5. All pool equipment, pumps, chemicals, etc. will be stored within the pool fence or elsewhere (out of sight).
6. Please provide details on where you will drain your pool to.
7. Please provide your selection on what kind of patio, pavers, etc will be inside the fence around the pool

We are confident that you can gather the requested additional information soon, so you can maintain your construction timeline, however, we can only move as fast as you provide us with the necessary information. Please submit the corrected/updated form to Angle once ready (just leave in her mailbox so as to not disturb their dinner or anything). Again, this email does not constitute approval, it merely outlines the conditions with which we would approve your request. Therefore, please don't spend any money until you have the approval in hand.

Kevin Kimmel, CPM®

Vice President, Property Management

St. John Properties, Inc.
2560 Lord Baltimore Drive

Baltimore, MD 21244

phone: 410-369-1298

fax: 410-369-1898

05/30/06

Cross Road Springs Homeowners Association, Inc

May 25, 2006

Baltimore County Government
Office of Planning and Zoning
111 W. Chesapeake Ave
Room 111
Towson, MD 21204

**RE: Zoning Variance for Pool in Side Yard and 6' Fence
 Mr. Steven Goldberg
 4320 Florio Drive
 Perry Hall, Md. 21128**

Dear Sir or Madam:

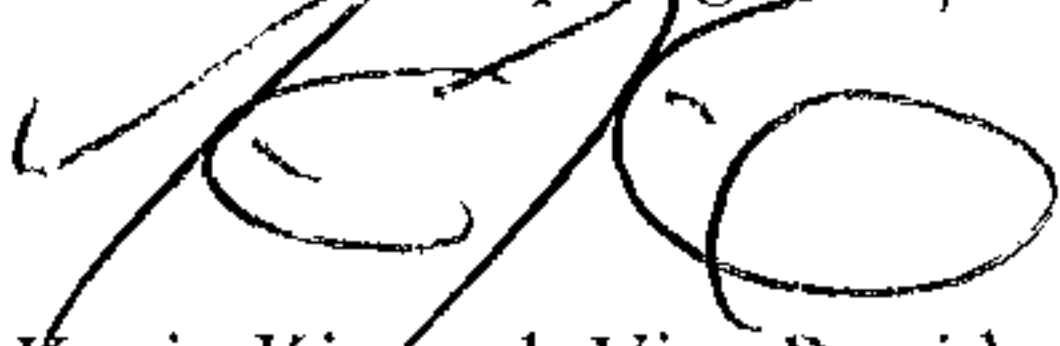
To follow my May 15th letter regarding the above issue, the HOA held a community meeting attended by 14 of the 19 homes in the HOA. During this meeting, the HOA held a formal vote to determine whether the community was or was not in favor of the pool request. Of the 14 homes represented, 10 voted against. Clearly the community is **NOT** in favor of the pool and fence regardless of the exact style of fence or landscaping that may be required to surround the fence.

Based on this vote, the Architectural Control Committee of the HOA has decided not to grant Mr. Goldberg's request for a pool/fence on his property.

Hopefully this letter can be read into the minutes of the Variance Hearing for this issue.

Thank you.

Sincerely,
Cross Road Springs Homeowners Association, Inc.



Kevin Kimmel, Vice President
4301 Florio Drive, Perry Hall, MD 21128

cc: file

FACSIMILE: 410-887-3468 / 410-887-5862

May 26, 2006

Baltimore County Office of the Zoning Commissioner
County Courts Building, Suite 405
401 Bosley Avenue
Towson, MD 21204

RE: Zoning Variance for Pool in Side Yard and 6' Fence
4320 Florio Drive
Perry Hall, MD 21128

Dear Sirs,

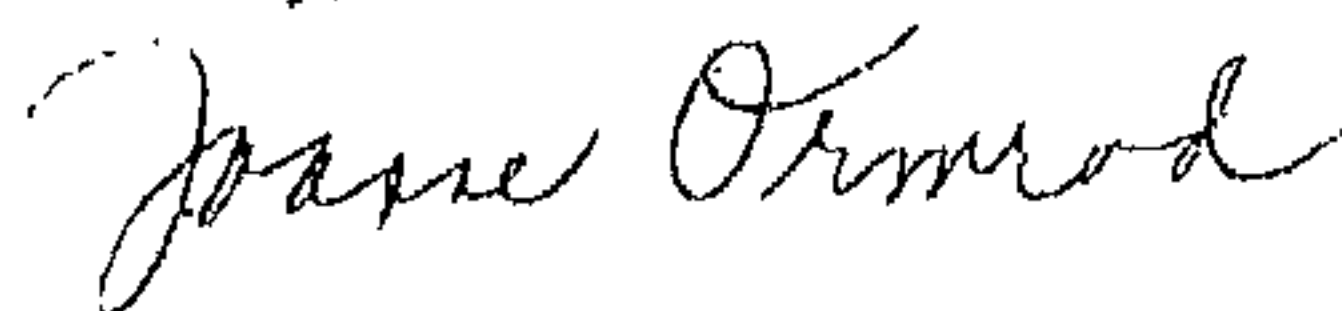
This letter is in regard to the above referenced homeowner's request.

The homeowners requested the pool and fence to be located on the side of their property because there is not enough room in the back. Unfortunately, the entrance of our community is very close to this location and since theirs is the first house on that side of the street, it is my opinion that a pool and fence would look totally out of place. Furthermore, the fence would not even be connected to his house. A driveway separates the house from the proposed pool and fence.

As a member of the HOA, I attended a community meeting on May 24, 2006 and voted to deny the request. I am writing this letter to you so that you may also have my vote in writing.

Thank you for your consideration

Sincerely,



Joanne Ormrod
4309 Florio Drive
Perry Hall, Maryland 21128

Katherine Heinz
4303 Florio Drive
Perry Hall, MD 21128
May 24, 2006

RECEIVED

MAY 30 2006

Baltimore County Office of the Zoning Commissioner
County Courts Building, Suite 405
401 Bosley Avenue
Towson, MD 21204

RE: Case Number 06-532-A Request for Administrative Variance for 4320 Florio Drive

ZONING COMMISSIONER

To Whom It May Concern:

I am writing this letter to ask that you deny the variance requested by Mr. Steve Goldberg at 4320 Florio Drive for a 6 ft. fence and pool. My family resides in the same community as Mr. Goldberg and we have several concerns about his proposal.

The first issue for me as a homeowner and community member is the placement of the pool. Mr. Goldberg owns the property that is the entrance to the community right along Cross Road. Mr. Goldbergs property includes the community sign. If Mr. Goldberg is granted the variance, when people enter our community they will see our community sign with a fence and pool behind it. The fence and pool will not be in the privacy of Mr. Goldbergs backyard but instead will be on the side of his home next to the sidewalk and right in the front of the community. When our family purchased our home we carefully considered the things that we needed and one of our primary necessities was that we wanted a backyard big enough for a play set for our children, so that they had enough room to play in a nice fenced in yard. Mr. Goldberg on the other hand purchased a home with a very little property in the back that is not a viable place for a pool. There are many other lots in our community that Mr. Goldberg could have purchased that would have accommodated a pool. Instead of buying the appropriate property Mr. Goldberg is now asking for a variance so that his neighbors have to look at a fence and pool each time they enter the community. Perhaps if Mr. Goldberg had brought property in the back of the community, the idea of a pool in the side yard would not be so distressing.

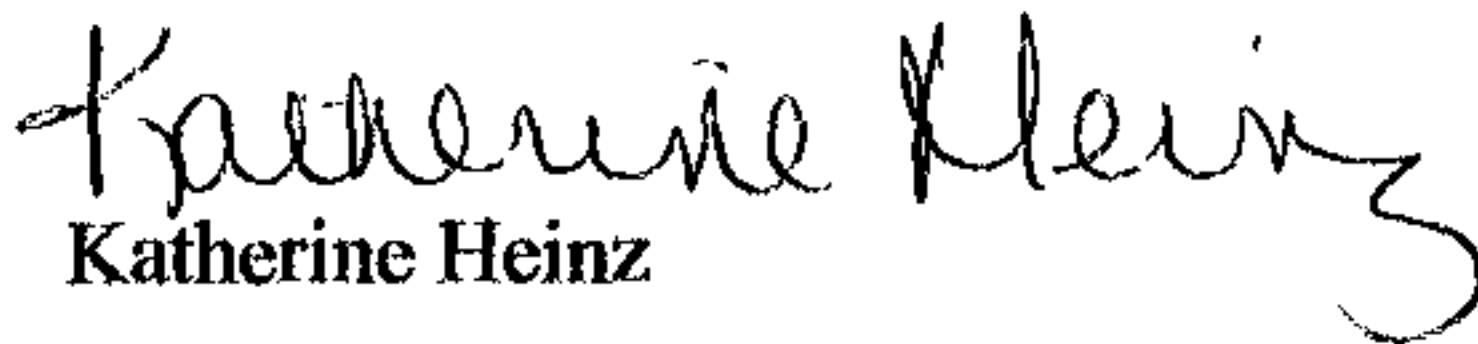
When Mr. Goldberg chose and purchased his lot he knew the community sign and the entrance to the community was on his property. With that purchase he took on certain responsibilities. Therefore when Mr. Goldberg asks to make dramatic changes to his property it is a community issue. In this case Mr. Goldberg is asking for items in the side of his yard instead of the back and a fence that does not match the rest of the community. We have plenty of fences in the neighborhood but they are all in the back of homes. Again, Mr. Goldbergs home is in the very front of the community so a fence on the side really does affect the whole community.

Additionally, everyone in the neighborhood is bound by the HOA documents. If a homeowner wants to make any significant changes to the front or side of their home they need to get approval. Mr. Goldberg also purchased his home knowing that decisions would be guided by these documents.

We are also opposed to the style of the fence. Initially, Mr. Goldberg asked for a 6-foot fence which would be a wonderful safety feature but would not add to the aesthetics of our neighborhood. Mr. Goldberg informed us today that the county has told him he must put in a black metal fence. This style fence does not go with the rest of our community and again this is at the very front of our community. We feel this gives a very negative impression to our community.

I appreciate your time in reading this letter and hope that you will consider my families concerns about the proposal. We purchased our home in this area because the developments are very nice and wanted a Homeowners association and county regulations that would keep it that way. Allowing a black metal fence and pool at the very front of the community on a main road does not go with the surrounding landscaping of the area.

Sincerely,


Katherine Heinz

May 24, 2006

Baltimore County Zoning *Review Office*
111 W. Chesapeake Ave
Room 111
Towson, MD 21204

RE: Zoning Variance for 4320 Florio Drive, Perry Hall, 21128

To Whom It May Concern:

We are homeowners in the 4300 block of Florio Drive and have concerns about the county approving the zoning variance for a pool and fence in the side yard of the above mentioned lot. At a meeting of the Crossroad Springs Homeowner's Association, we have been told that the county will not allow a wood privacy fence surrounding the pool, that the fence must be wrought iron and not exceed 48".

We feel that this is not an appropriate place for a pool and that the fence would not provide the appropriate shielding from the community. We are also concerned because if a zoning variance is approved, then what other requests in the community will be honored. This home is the first one when entering the neighborhood and feel that a permanent structure (both pool and fence) would be a detraction for the entire community.

Please consider this input in making your decision. Your attention to this matter is greatly appreciated.

Sincerely,

Stephen Leard *Julie Leard*

Stephen & Julie Leard
4314 Florio Drive
Perry Hall, MD 21128
410-256-6021

529
06-532
A

4300 Florio Drive
Perry Hall, MD 21128

May 17, 2006

Baltimore County Office of the Zoning Commissioner
County Courts Building, Suite 405
401 Bosley Avenue
Towson, MD 21204

RECEIVED

MAY 19 2006

RE: Zoning Variance for Pool in Side Yard and 6' Fence
Mr. Steven Goldberg
4320 Florio Drive
Perry Hall, Md. 21128

ZONING COMMISSIONER

Dear Sir or Madam:

As a member of the Cross Road Springs development (of which Mr. Goldberg is also a member), I am writing this letter to ask that you sincerely consider denying the above referenced zoning variance request. Mr. Goldberg is requesting a pool and fence in this location due to the unique shape of his lot and the fact that most of his property exists on the "side" of his home and not in the rear. However, Mr. Goldberg also has a unique situation in that his lot contains our community entrance monument and is the first lot/home you see when you enter our community from the main access road (Cross Road). In effect, this entrance monument and what surrounds it sets the "standard" and "image" of our community.

An informal poll of our small community of 19 homes found all those polled opposed to the proposal. The most common reason for opposition is the fact that the pool and fence will be very close to our entrance monument and that a tall privacy fence in this location would look like a "stockade" right at the beginning of the neighborhood. No one wants to convey this "negative impression" of our community. Furthermore, the fence (and enclosed pool) is not planned to be connected to the foundation of the home and will essentially be "free-standing" in the middle of the side yard area, separated from the home by a blacktop driveway. A fence in this location is odd enough by regional standards, and not connecting the fence to the home in many folks' opinions will look similar to fenced areas which usually house trash cans in condominium and apartment complexes.

Since there has been such a community uproar over the issue, a home owner's association (HOA) meeting has been called on May 24th to vote on the matter. The HOA Architectural Committee is going to base their decision as to whether to approve or deny the request (from an HOA perspective) on this vote. I feel matters would be great simplified if both the HOA and Baltimore County denied the request for the pool and fence in this location. Based on the informal poll mentioned above, I do believe the HOA will deny the request.

When Mr. Goldberg purchased his home, he knew that the community sign would be placed on his property, he knew that he would be a member of an HOA, he knew which lot he was purchasing, and there were various other lots available at the time he purchased his home, many of which would have easily accommodated a pool. There are also several public community pools in the nearby area, the closest of which is less than two miles away on Shroeder Avenue.

Furthermore, I do believe this variance clearly violates various restrictions set forth in sections of the County Code, Zoning Regulations, and the Comprehensive Manual of Development Policies, which includes the Honeygo Overlay restrictions.

With the attractive Perry Hall Farms Windsor Condominiums right across the street, the large Cross Roads development planned to connect to our neighborhood, the elegant Glenside Farms and Perry Hall Farms one block away, and many more homes and communities planned along Cross Road, I feel allowing this variance would make our community the least attractive in the area and set a bad precedent for all future developments.

Thank you so much for taking the time to read my concerns and considering them when you make your decision on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Monius". The signature is fluid and cursive, with the first name "Michael" and last name "Monius" clearly distinguishable.

Michael Monius

CASE NAME _____
CASE NUMBER _____
DATE _____

CASE NAME _____
CASE NUMBER _____
DATE _____

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
STEVEN GOLDBERG	4320 FIDELITY DR	PERRY HALL, MD 21228	SGOLDBERG@AOL.COM
KATHIE KOHLFING	4320 FIDELITY DR	PERRY HALL, MD 21228	KKOHLFING@AOL.COM
DAVID KOHLFING	9279 THROGMORTON RD APT 3ALTD, MD 21234		
DEANNE TOPPER	7805 ARLMORE AVE	PARKVILLE MD 21234	1709230@AOL.COM
JOHN ROHLFING	7805 ARLMORE AVE	PARKVILLE MD 21234	JROHLFING@AOL.COM
HOPE J LONEY	2903 MATHNIS AVE	BALTO MD 21234	JLHDD-6617112

CASE NAME 6-532
CASE NUMBER X
DATE 7-17-2006

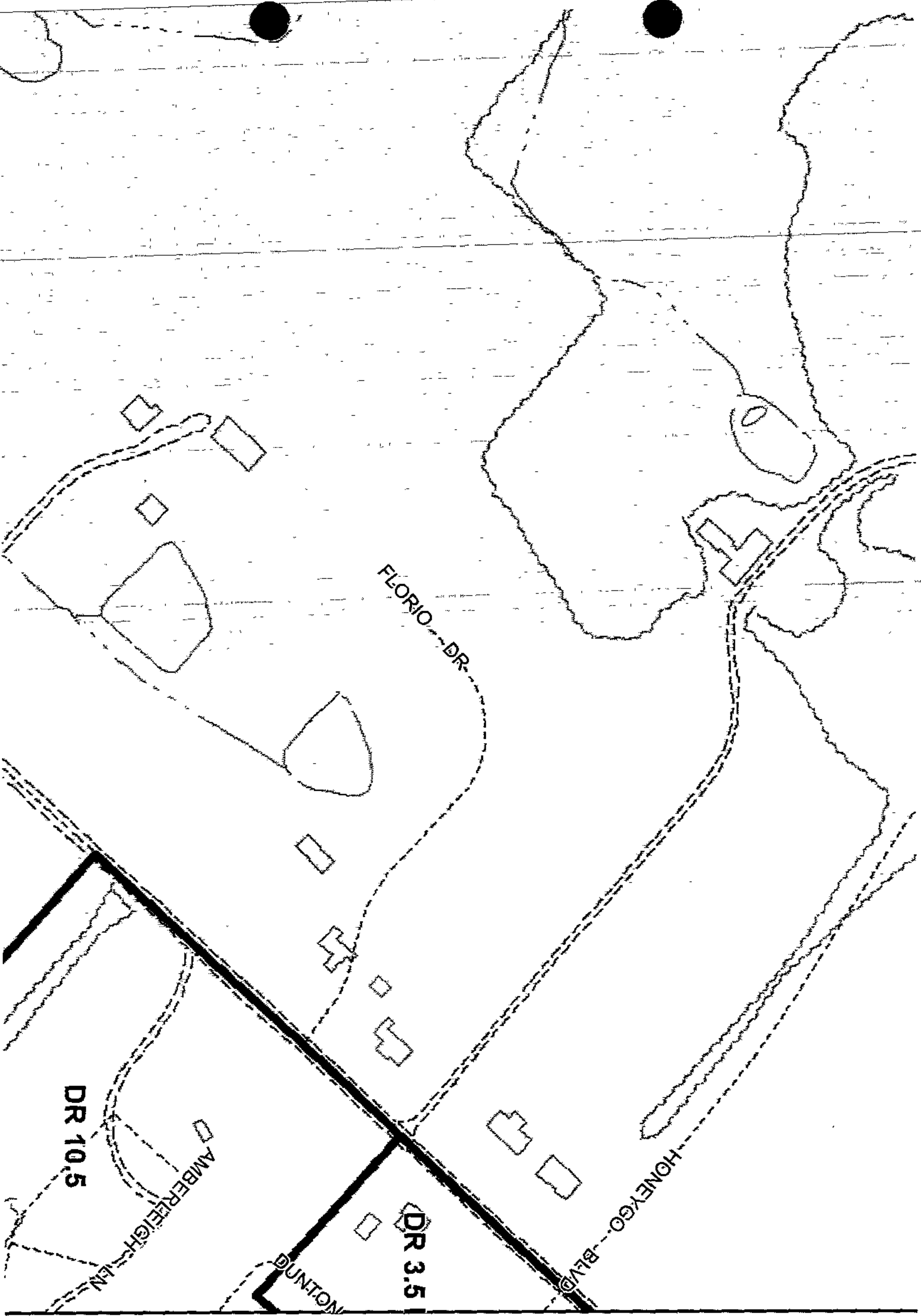
COUNTY REPRESENTATIVE'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
KEVIN GEMBILL	401 - Boston Ave.	Towson, MD	kgembill@co.kc.mo.us

Baltimore County - My Neighborhood



372-B-1.
DR. 3.5-H.

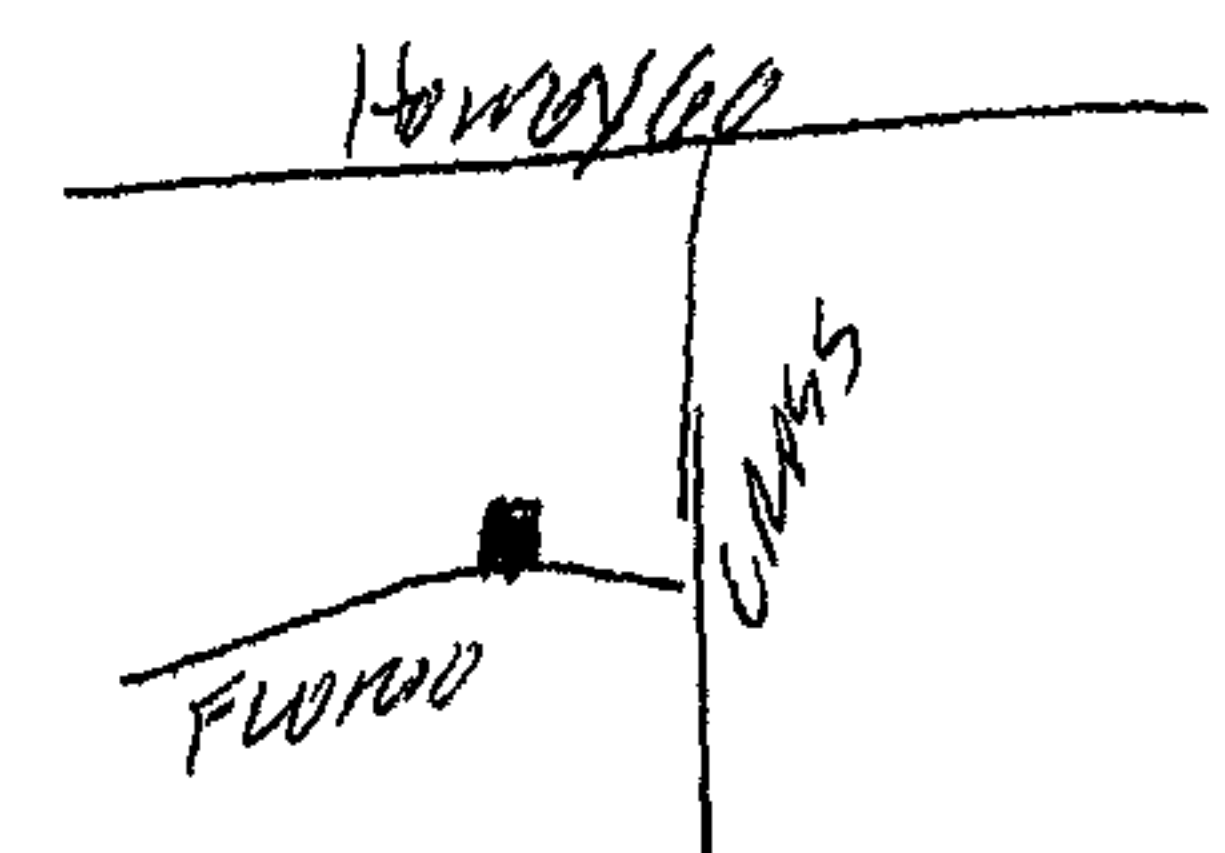
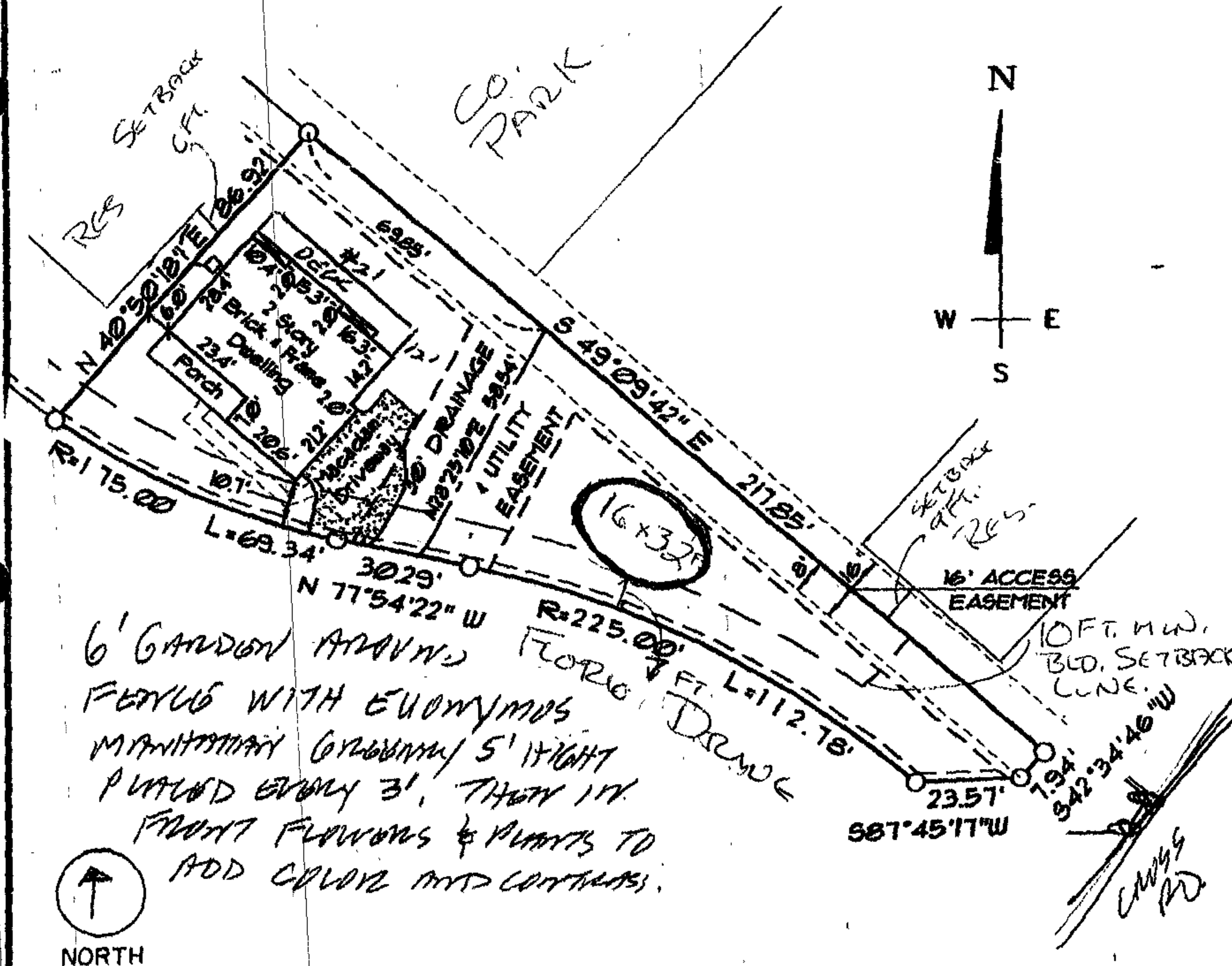


OG-532-F

PLAT TO ACCOMPANY PETITION FOR ZONING ☒ VARIANCE ☐ SPECIAL HEARING

PROPERTY ADDRESS 4320 FLORIO DRIVE
 SUBDIVISION NAME FLORIO PROPERTY
 PLAT BOOK # 24 FOLIO # 24 LOT # 19 SECTION #
 OWNER STEVEN GOLDBERG

SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION



VICINITY MAP
 SCALE: 1" = 1000'

LOCATION INFORMATION

ELECTION DISTRICT 11
 COUNCILMANIC DISTRICT 5
 1"=200' SCALE MAP # 072 B-1
 ZONING DR 35-H
 LOT SIZE 10611 SQF
 ACREAGE SQUARE FEET
 PUBLIC PRIVATE
 SEWER ☒ ☐
 WATER ☒ ☐
 CHESAPEAKE BAY CRITICAL AREA ☐ YES ☒ NO
 100 YEAR FLOOD PLAIN ☐ ☒
 HISTORIC PROPERTY/BUILDING ☐ ☒
 PRIOR ZONING HEARING NONE

ZONING OFFICE USE ONLY
 REVIEWED BY ITEM # CASE #
 06-532-D

PREPARED BY STEVEN GOLDBERG SCALE OF DRAWING: 1" = 40'

Cross Road Springs Homeowners Association, Inc

May 25, 2006

Baltimore County Government
Office of Planning and Zoning
111 W. Chesapeake Ave
Room 111
Towson, MD 21204

RE: Zoning Variance for Pool in Side Yard and 6' Fence
Mr. Steven Goldberg
4320 Florio Drive
Perry Hall, Md. 21128

Dear Sir or Madam:

To follow my May 15th letter regarding the above issue, the HOA held a community meeting attended by 14 of the 19 homes in the HOA. During this meeting, the HOA held a formal vote to determine whether the community was or was not in favor of the pool request. Of the 14 homes represented, 10 voted against. Clearly the community is **NOT** in favor of the pool and fence regardless of the exact style of fence or landscaping that may be required to surround the fence.

Based on this vote, the Architectural Control Committee of the HOA has decided not to grant Mr. Goldberg's request for a pool/fence on his property.

Hopefully this letter can be read into the minutes of the Variance Hearing for this issue.

Thank you.

Sincerely,
Cross Road Springs Homeowners Association, Inc.



Kevin Kimmel, Vice President
4301 Florio Drive, Perry Hall, MD 21128

cc: file

Rel #2

TRANSMISSION VERIFICATION REPORT

TIME : 05/25/2006 13:52
NAME :
FAX :
TEL :
SER.# : BROE4J592740

DATE, TIME	05/25 13:52
FAX NO./NAME	4108875862
DURATION	00:00:18
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Cross Road Springs Homeowners Association, Inc

May 25, 2006

Baltimore County Government
Office of Planning and Zoning
111 W. Chesapeake Ave
Room 111
Towson, MD 21204

**RE: Zoning Variance for Pool in Side Yard and 6' Fence
Mr. Steven Goldberg
4320 Florio Drive
Perry Hall, Md. 21128**

Dear Sir or Madam:

To follow my May 15th letter regarding the above issue, the HOA held a community meeting attended by 14 of the 19 homes in the HOA. During this meeting, the HOA held a formal vote to determine whether the community was or was not in favor of the pool request. Of the 14 homes represented, 10 voted against. Clearly the community is **NOT** in favor of the pool and fence regardless of the exact style of fence or landscaping that may be required to surround the fence.

Based on this vote, the Architectural Control Committee of the HOA has decided not to grant Mr. Goldberg's request for a pool/fence on his property.

Hopefully this letter can be read into the minutes of the Variance Hearing for this issue.

Steve Goldberg

From: Kevin Kimmel [Kevin.Kimmel@StJohnPropertiesInc.com]
Sent: 04/18/2006 6:37 PM
To: Steve Goldberg
Cc: Monius, Michael F.; angie3a@aol.com; Pamela & Doug Turnbull
Subject: Pool

Steve:

After careful consideration the Crossroad springs HOA Architectural Committee has unanimously decided to approve your request to add a pool and fence to your side yard with the following conditions. Please note you are not approved by way of this email alone, we want you to re-submit your request form with all of these items written on it (indicating you agree to each of them). Once we receive the form with these additions (and assuming you don't add/change anything else) we will approve expeditiously.

The conditions are:

1. The 6' high fence must be standard "shadow box" type similar to the one on 4305 Florio Drive.
2. The fence will not be stained unless an additional approval has been obtained prior to starting.
3. The fence will be no closer to the sidewalk than 4'.
4. You will install some type of evergreen and/or semi-evergreen landscaping between the fence and sidewalk and between the fence and community sign to provide a buffer (Landscaping must be of a moderate size). You must additionally agree to maintain the landscaping to keep it from impacting the adjacent sidewalk.
5. All pool equipment, pumps, chemicals, etc. will be stored within the pool fence or elsewhere (out of sight).
6. Please provide details on where you will drain your pool to.
7. Please provide your selection on what kind of patio, pavers, etc will be inside the fence around the pool

We are confident that you can gather the requested additional information soon, so you can maintain your construction timeline, however, we can only move as fast as you provide us with the necessary information. Please submit the corrected/updated form to Angie once ready (just leave in her mailbox so as to not disturb their dinner or anything). Again, this email does not constitute approval, it merely outlines the conditions with which we would approve your request. Therefore, please don't spend any money until you have the approval in hand.

Kevin Kimmel, CPM®

Vice President, Property Management

St. John Properties, Inc.
2560 Lord Baltimore Drive

Baltimore, MD 21244

phone: 410-369-1298

fax: 410-369-1898

05/30/06

Ref #3

HP OfficeJet G Series G85
Personal Printer/Fax/Copier/Scanner

Fax-History Report for
Steven B. Goldberg
410-248-0647
May 30 2006 9:50am

Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
May 30	9:49am	Sent	4104447641	0:00	0	No answer



John G. Disney
ATTORNEY AT LAW

JUNE 15, 2006

TO WHOM IT MAY CONCERN\$

At the request of Steve Goldberg and his wife, Kathleen Rohlfing, I have reviewed the Homeowner's Associations Disclosure Statement published by the Cross Road Springs Homeowners Association Inc., hereafter called the Association, The purpose of my review of the Disclosure Statement is to determine if the Association can under their rules deny the homeowner's request to install a swimming pool on their property.

THE FACTS:

- 1) Baltimore County has approved the plans submitted to them by the homeowner for the construction of the swimming pool.
- 2) The Association's Architectural Committee has approved the same plans as approved by Baltimore County for the construction of the swimming pool.
- 3) At a special meeting called by the Association for the sole purpose of denying the homeowner's request, the members denied the homeowner's request.
- 4) The homeowner's request for a list of those voting at the meeting, for the purpose of determining those voting had the ability to vote, was denied.

Conclusion:

After reviewing the Homeowners Associations Disclosure Statement and the facts as stated above, there can only be one conclusion. The special meeting of the Homeowners Association for the sole purpose to deny the construction of the swimming pool was a arbitrary act that is not allowed by the Association's Disclosure Statement.

The Disclosure Statement only allows for a vote by residents to override the Architectural Committee when the Architectural Committee modifies or rejects the application. Only when the application is modified or rejected THE HOMEOWNER MAY REQUEST A VOTE BY THE RESIDENTS TO OVERRIDE THE ARCHITECTURAL COMMITTEE AND ONLY THEN. (see exhibit # 1)

Respectfully yours

John G. Disney

Pet #3

AMENDMENT OF ARCHITECTURAL COMMITTEE GUIDELINES

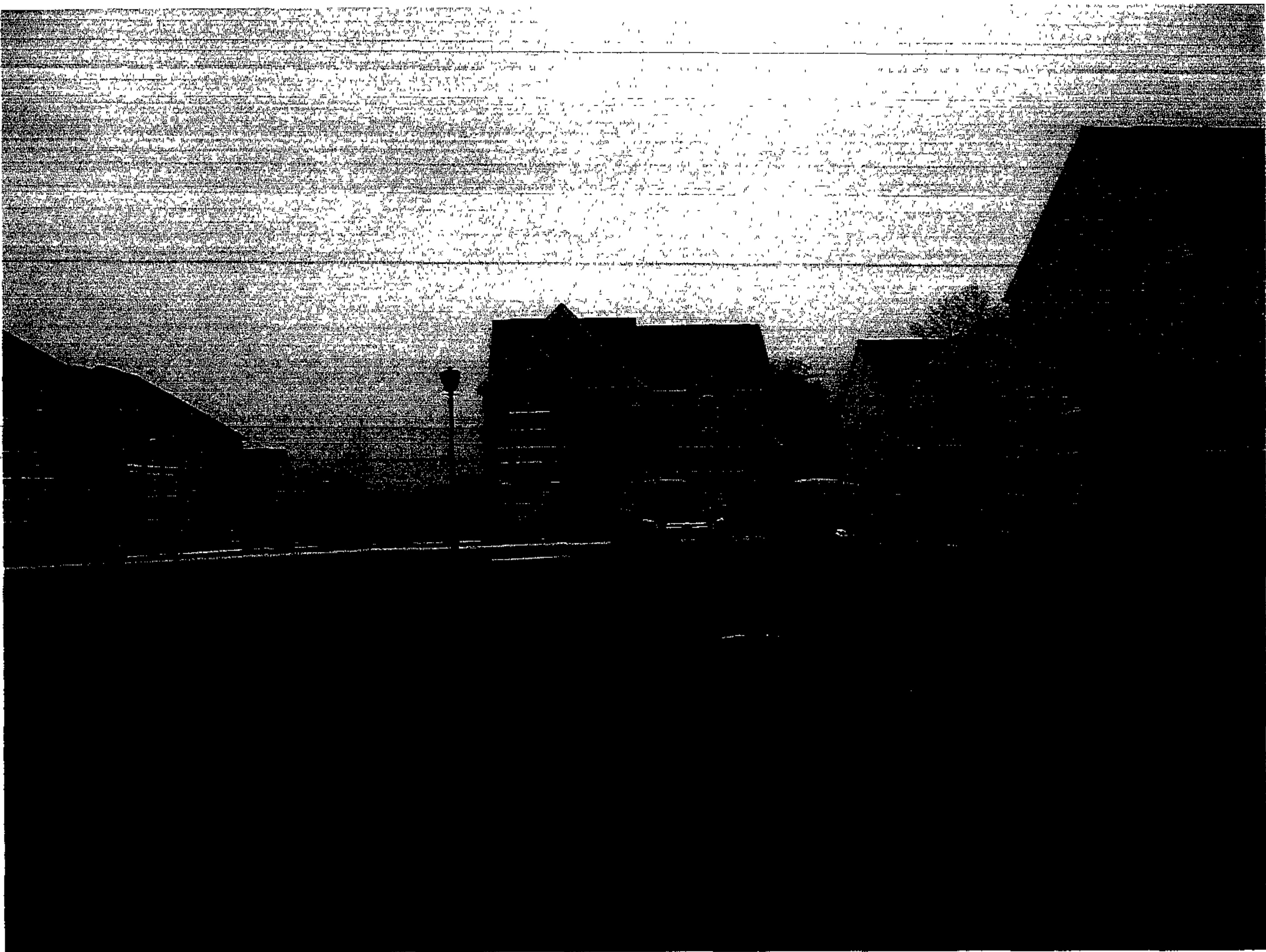
This amendment would allow any homeowner whose application has been modified or rejected the ability to request a vote by the residents to override the architectural Committee. The homeowners would have to have a two thirds majority for the override.

ARTICLE IX ARCHITECTURAL CONTROL

Section 2. Architectural Approval

(i) It is intended by the provisions of this Declaration, that the homeowner shall have recourse on any application that has been modified or rejected. The homeowner can request that the architectural committee submit to their request to the homeowners for review. The request must be approved with a two thirds majority of all homeowners in the association. The request must be received within ten (10) days of the Architectural Committee letter.

Exhibit #1



INSIDE STAMPS POOL
OUTSIDE STAMPS FORCO

4A

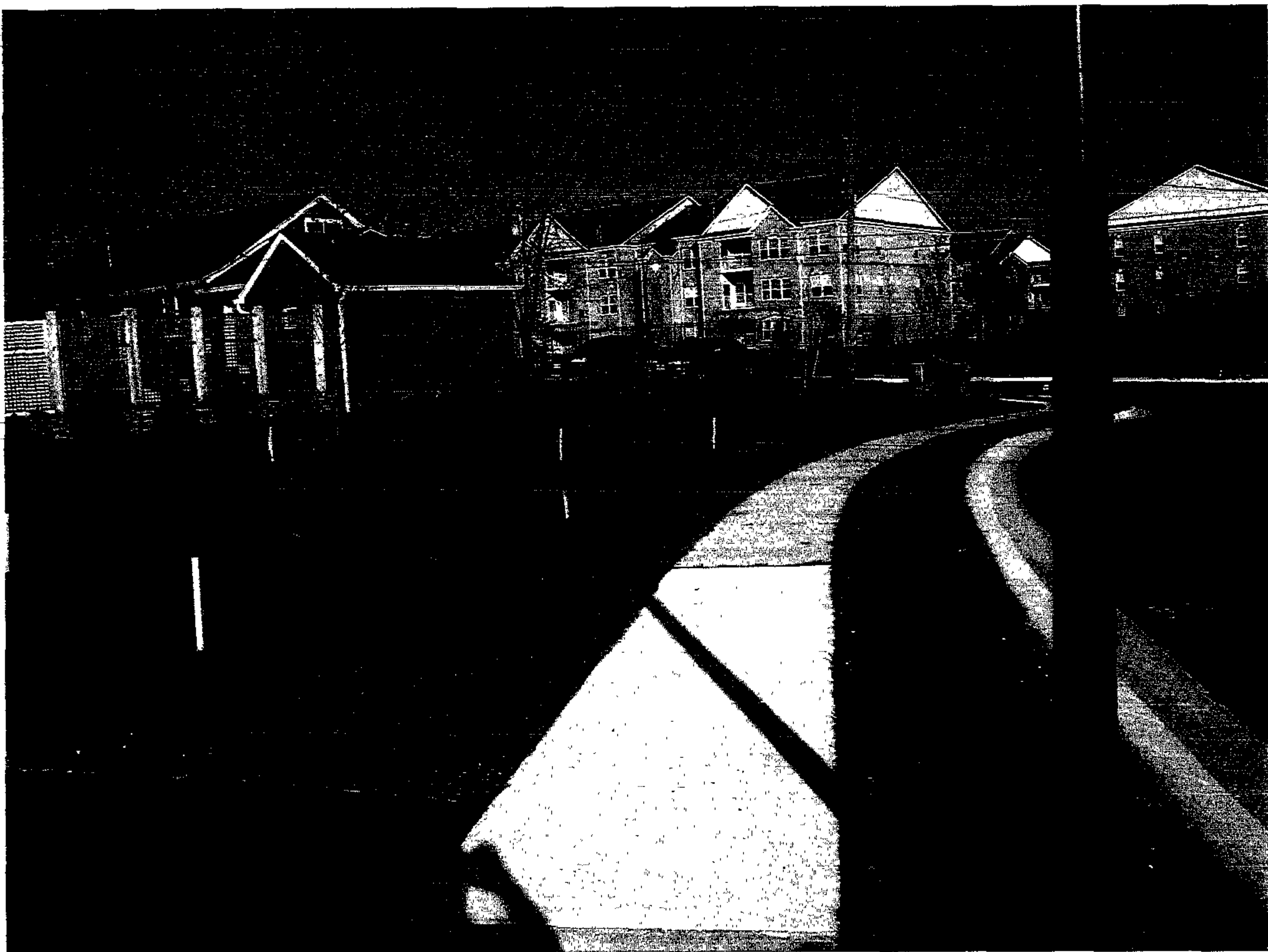
OG-S32-A



INSIDE STANBOS POOL
OUTSIDE STANBOS FENCE

4B

OG-532-A



INSIDE STAMUS POOL
OUTSIDE STAMUS FENCE

42

OG-532-A



INSIDE STAIRS POOL
OUTSIDE STAIRS FENCE

4D

CG-532-A



INSIDE STAIRS POOL
OUTSIDE STAIRS POOL

4E

OG-532-f)



INSIDE STABLES POOL

OUTSIDE STABLE FENCE

J.F.

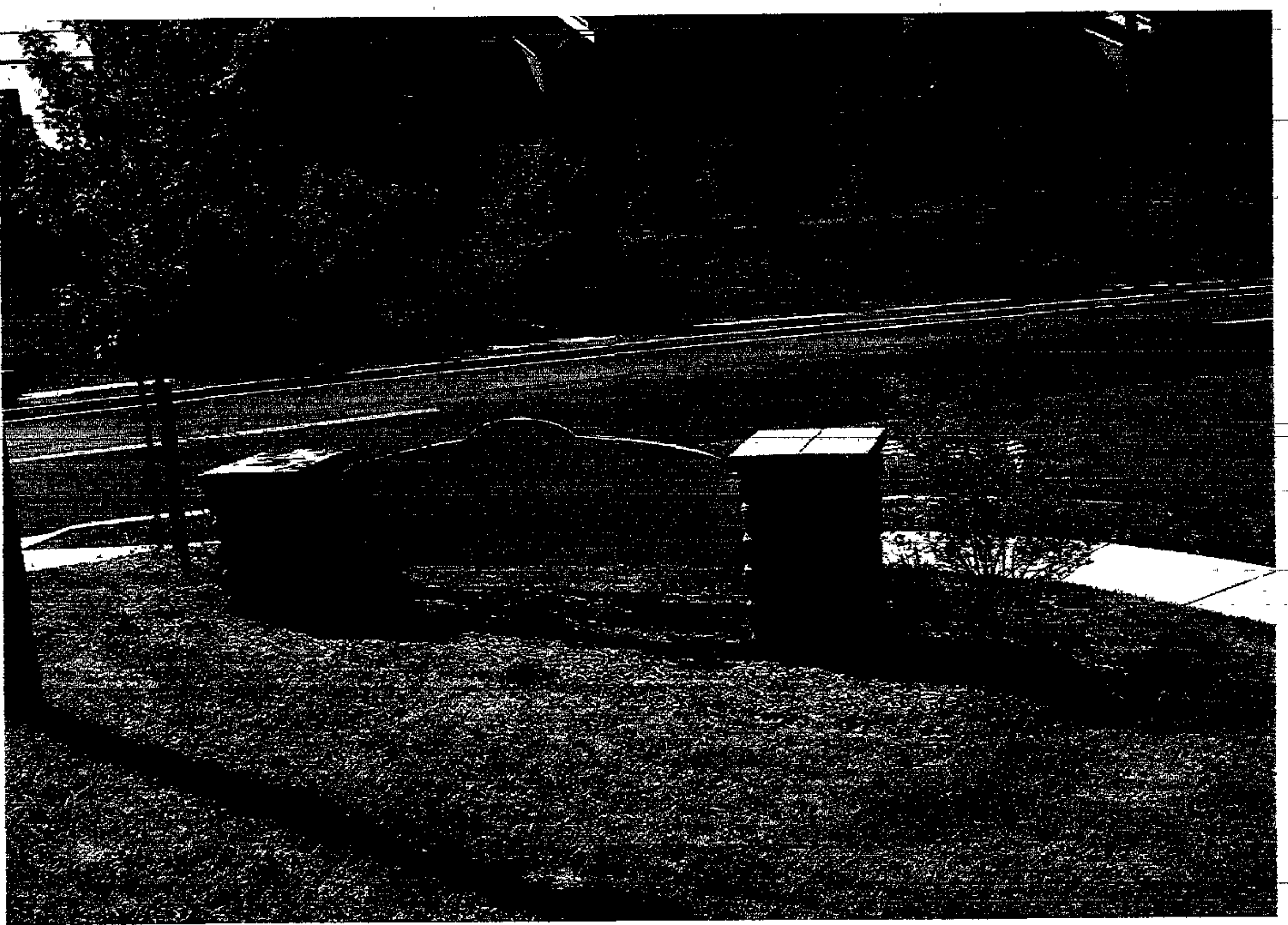
OG-532-A



INSIDE STABLE POOL
OUTSIDE STABLE FENCE

46

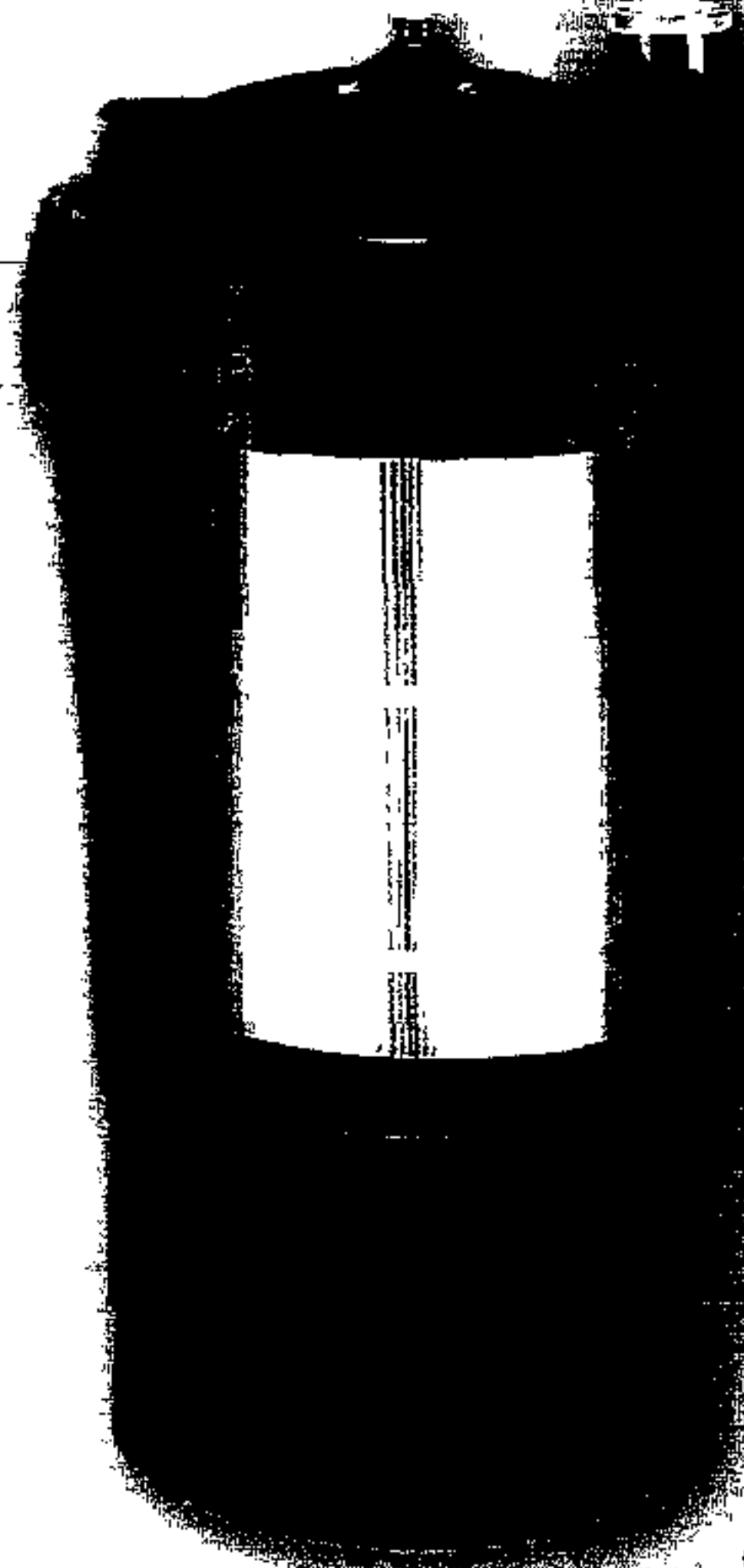
OG 532.17



44

SHERLOK Element Filter Series

It's Elemental



Signature Ring-Lok™ access to filter element for "tool-free" servicing. Built-in stops eliminate overtightening.

Built-in "tooth" on Ring-Lok™ allows you to easily disengage the lid from tank bottom.

Automatic air bleed assures 100% filtration and longer filter cycles.

Patented sediment catcher design prevents debris from falling into the tank even when the element is removed.

Coreless Dupont Reemay® elements allow easy cleaning from "inside-out" with a garden hose.

Optional Microban® Anti-microbial elements provide an added level of protection against growth of bacteria, mold, and mildew, that result in stains, odor, and fouling of the filter.

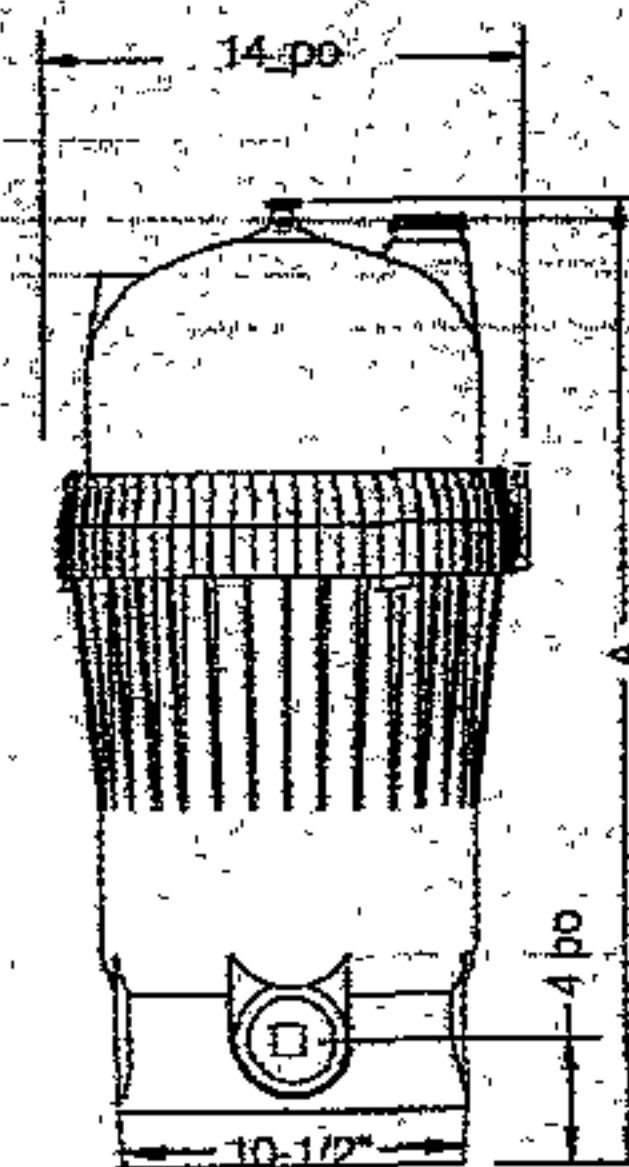
Patented safety tab lock assures proper installation and safe operation.

Anchor kit included to secure tank to base or pad.

One piece body with 2" threaded connections is injection-molded from corrosion resistant, glass filled thermoplastic.

Convenient 2" drain for easy draining and winterizing.

MODEL	Clearance	
	A	Req'd
SHER80	25 1/2"	24"
SHER120	30 1/2"	30"
SHER160	34 1/2"	36"
SHER200	40 1/2"	42"



Performance

Model No.	Filter Area	Total Gallons Circulated			
		6 Hrs.		8 Hrs.	
		Comm.	Residential	Comm.	Residential
SHER80/SHER80MB	80 Ft. ²	10,800	28,800	14,400	38,400
SHER120/SHER120MB	120 Ft. ²	16,200	43,200	21,600	57,600
SHER160/SHER160MB	160 Ft. ²	21,600	57,600	28,800	76,800
SHER200/SHER200MB	200 Ft. ²	27,000	72,000	36,000	96,000

Note: 375 GPM/sq. ft. based on NSF standards for commercial pool or spa applications
1.0 GPM/sq. ft. based on NSF standards for residential pool applications.



Your Authorized Jacuzzi Dealer:

CANTAR POOL PRODUCTS

Cantar



ATLANTIC

Call toll-free 866/370-2664 in USA or 800/836-1210 in Canada for a Jacuzzi® Authorized Dealer in your area and for more information on the complete line of Cantar Pool Products. Or visit www.cantar.com

MS61V

06-532-17 4 F

CROSS ROAD SPRINGS HOMEOWNERS ASSOCIATION, INC.

May 24, 2006

Board Members:

Mike Monius – President
Kevin Kimmel – Vice President
Angie McQueeney – Secretary
Doug Turnbull – Treasurer
Steve Goldberg – General Officer

Committee Chairs:

Angie McQueeney – Architectural Committee

Discussion Items

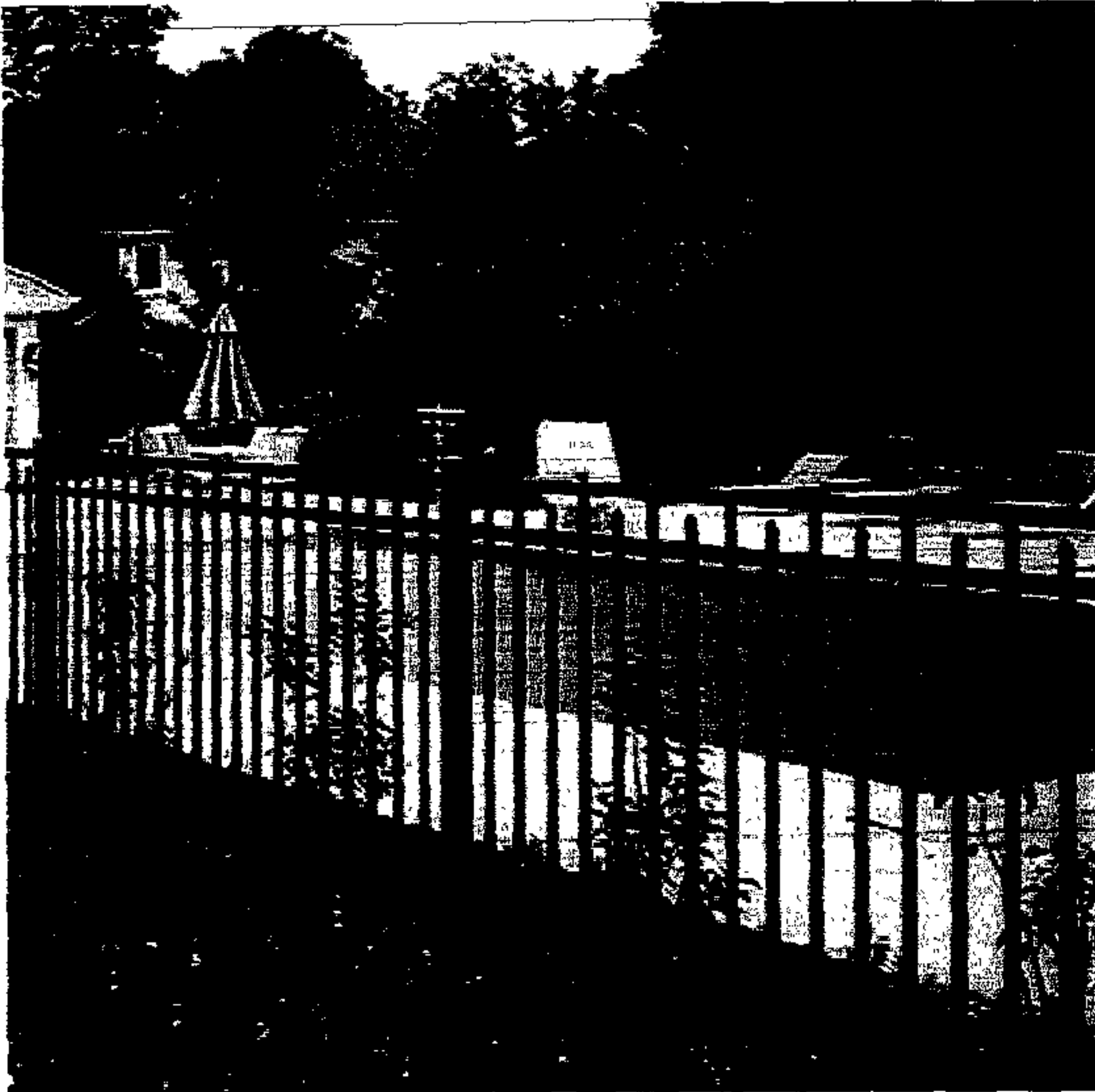
- **Perry Hall Park** - Baltimore County has informed me that (due to our neighborhood requests and sufficient budget to do so) there will now be a playground at the Perry Hall Park. The next issue involving the park is the installation of a black mesh, metal fence along the perimeter of the homes which border the park. Those homeowners are addressing this issue now.
- **The Pond Area** - Mr. Florio recorded a deed for the pond and surrounding area and turned it over to the HOA. We can now “legally” enforce our “No Trespassing” policy.
- **Area Next to Lot 2** – The area next to Lot 2 on Cross Road grows out of control during the late spring and summer months. Some of this problem may be alleviated when the development next to us is completed since the developer is required to widen the streets and add sidewalks, but this will likely not happen for a couple years. In the meantime, the HOA agreed that any homeowners who wish to volunteer to “clean this area up” may do so.
- **Community Cookout** – Everyone seemed to enjoy the community cookout last year and we are having another one on Saturday June 17th with a rain-date of Saturday June 24th . Please contact Tiffany Kimmel with a dish you would like to bring. Hot dogs, hamburgers and soda is provided by the HOA.
- **HOA Binder** – Adobe pdf versions of the HOA binder can be obtained from the HOA president. This makes electronically searching the HOA by-laws possible.
- **Home Sale Policy** – The policy and procedure for selling your home is outlined in our Addendum 3. Simply put, you notify the HOA of your intent to sell, the HOA inspects your lot for compliance, you (if needed) fix items needed to be compliant, you pay the \$60 to the HOA for a new binder including amendments to be printed, you get a letter that you take to settlement certifying your compliance.
- **Landscaping** – Approximately 13 trees are scheduled to be replaced in early to mid-June.

D/10 #1

- ***The Examiner*** – Does anyone want this newspaper? If not, try to call and cancel delivery to our entire road.
- ***Adjacent Farm*** – Development of the farm next to us, referred to as the Cross Roads Property, is moving along. It is scheduled to have approximately 50 single family homes. Florio Drive will eventually be extended into the new development and another access road will be located where the driveway was for the now raised farm house. Kevin Kimmel has plans for the new development for anyone wishing to view them.
- ***Community Sign*** – The HOA received several complaints about the appearance of the community sign and the landscaping around the sign. The complaints all stated generally that the sign and area around the sign do not meet the same standards and character as the homes in the community itself. The HOA president contacted Mr. Florio on January 20, 2006 and was informed that the sign itself cost approximately \$1200, the landscaping and pillars cost approximately \$3200, and installation was around \$500 making a total of about \$5000. Pam Turnbull and myself investigated options for replacing the sign and they are as follows:
 - Use existing columns and replace only sign (2K-3K)
 - Replace all with 2-sided, V-shaped post and panel sign so it faces both directions (4K-5K, more if heavy machinery required)
 - Replace all with foam which looks like concrete (10K)
 - Replace with sign similar to the ones as you enter the smaller section of Glenside Farms from the larger section (4K)

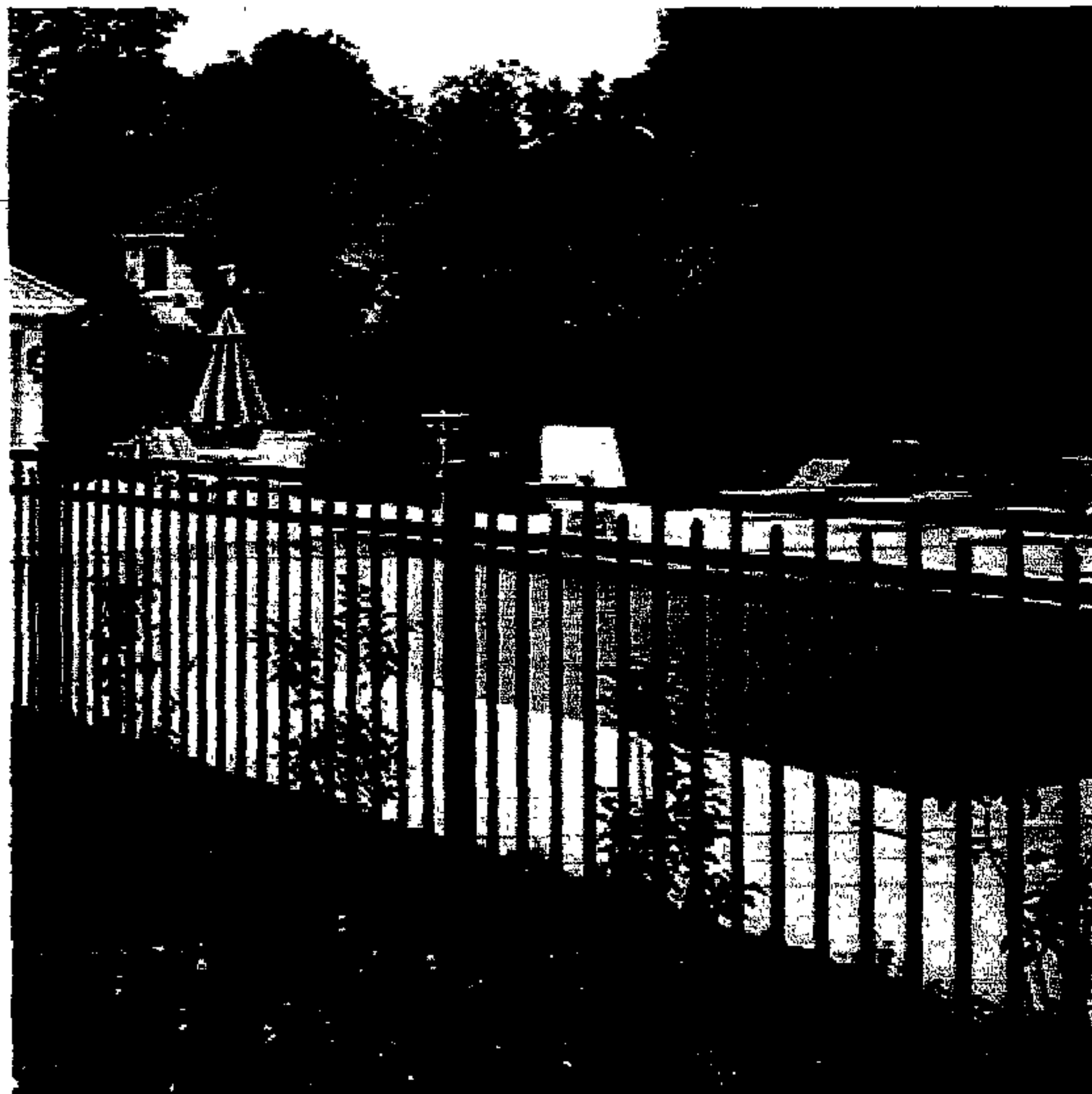


- *Sign Vote* – Present and vote on sign options.
- *Pool Vote* – Steve's proposal.



Product

Doria Aero Guardian Aluminum Fence Section 3-Rail ⁴⁸60H x 101W



Yi; mcjmonius@verizon.net; Kmk7891@comcast.net; stef.fay@borail.org;
pantazelos@comcast.net; tbaker@bcps.org; rmoesinger@smail.umaryland.edu;
jormrod@ralibertocpa.com; bill.mcgagh@sap.com; julieleard@comcast.net; oseaal@aol.com;
mroberts@geigerinc.com; pameladoug@earthlink.net; Steve Goldberg; liaqatali641
@hotmail.com; dwayne.wynn@carefirst.com; Tiffany Kimmel; Chinengozi01@aol.com
Subject: HOA Meeting

All:

There will be a Cross Road Springs Homeowner's Association meeting on Wednesday, May 24th at 7 pm at 4302 Florio Drive (Angie and Jerry McQueeney's house). Attendance is open to all households in the neighborhood. Please make every effort to attend as there will be a community vote (blind/nameless ballots) on whether to approve the proposed pool and 6 ft fence at 4320 Florio Drive as well as possibly one or two other issues.

-Cross Road Springs HOA Board of Directors

Steve Goldberg

From: Kevin Kimmel [kmk7891@comcast.net]
Sent: 05/25/2006 2:08 PM
To: Steve Goldberg
Cc: 'CONFCNTR, Berkshire DSM'; 'Monius, Michael F.'; 'Pamela & Doug Turnbull'
Subject: RE: HOA Meeting

Steve,

The Architectural Control Committee has decided not to approve your request for a pool/fence on your property. Our community does not support it and neither do we. We took care during the meeting to make sure everyone in attendance voted and only voted once. I destroyed the extra ballots and read the results during the meeting. I even counted the participants several times out loud during the meeting to make sure everyone had voted. Therefore, there is no need for an additional vote.

By way of this email (of which will be saved in your file) I am making it clear prior to you starting with the pool that your request is DENIED (or will be when you actually submit the paperwork, if you do) and any construction on the pool and/or fence will be considered a violation of our bylaws and subject to further action.

Kevin Kimmel, Vice President
Crossroad Springs Homeowners Association, Inc.

-----Original Message-----

From: Steve Goldberg [mailto:SGoldberg@1communicationsbydesign.com]
Sent: Wednesday, May 24, 2006 9:27 PM
To: Monius Home; Steve Gorham; Kola Falobi; Ted; Sharon Gallagher; Heinz; Angie; Mr. Yi; Kmk7891@comcast.net; stef.fay@borail.org; pantazelos@comcast.net; tbaker@bcps.org; rmoesinger@smail.umaryland.edu; jormrod@ralibertocpa.com; bill.mcgagh@sap.com; julieleard@comcast.net; oseaal@aol.com; mroberts@geigerinc.com; pameladoug@earthlink.net; liaqatali641@hotmail.com; dwayne.wynn@carefirst.com; Tiffany Kimmel; Chinengozi01@aol.com
Cc: krohlfling50@comcast.net
Subject: RE: HOA Meeting

After I came home and explained to my wife about the vote, She was extremely upset and her depression started out of control.

If I am correct, there was at least one family that had Two votes and a number of homeowners were not at the meeting.

I would like the association to make up another ballot and Have each homeowner complete one per household.

To be fair, all nineteen homes should vote, with one Per household.

Steven B. Goldberg
President
sgoldberg@1communicationsbydesign.com
P.O. Box 1544
Columbia, MD 21044
tel: 410-248-0199
fax: 443-836-0684
mobile: 410-707-0744
www.1CommunicationsByDesign.com

-----Original Message-----

From: Monius Home [mailto:mcjmonius@verizon.net]
Sent: 05/15/2006 9:25 PM
To: Steve Gorham; Kola Falobi; Ted; Sharon Gallagher; Heinz; Angie; Mr.

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
CROSS ROAD SPRINGS HOMEOWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS

	<u>PAGE</u>
Article I - Definitions	
Section 1-14 Definitions	2
Article II - Property Rights	
Section 1. Owner's Easement of Enjoyment	3
2. Delegation of Use	4
3. Encroachments	4
4. Party Walls	5
5. Utility Lines	5
Article III - Membership and Voting Rights	
Section 1. Membership	5
2. Classes of Voting Membership	5
3. Assignment of Membership	6
4. Irrevocable Proxy	6
Article IV - Annexation of Additional Property	
Section 1. Property Subject to Declaration	7
2. Annexation	7
3. De-annexation	8

EXHIBIT

4

Article V - Assessments

Section	1.	Covenant to Pay Assessments	8
	2.	Purpose of Assessments	8
	3.	Annual Assessments	9
	4.	Special Assessments	10
	5.	Notice and Quorum for any Action Authorized Under Sections 3 and 4	10
	6.	Uniform Rate of Assessment	11
	7.	Commencement of Assessments	11
	8.	Certificate of Payment	11
	9.	Non-Payment of Assessments	11
	10.	Enforcement and Priority of Lien	12
	11.	Release of Lien	12
	12.	One Satisfaction; Cumulative Remedies; Waiver	12
	13.	Subordination of the Lien to Mortgages	12
	14.	Notice to Mortgagees	13

Article VI - Maintenance

Section	1.	H.O.A. Common Areas	13
	2.	Improved Areas	13
	3.	Individual Lots	14
	4.	Limitation of Liability	14

Article VII - Powers and Duties of The Association

Section	1.	General Powers and Duties	15
	2.	Books and Records	15

Article VIII - Architectural Control

Section	1.	Architectural Committee	16
	2.	Architectural Approval	16
	3.	Declarant's Exemption	18
	4.	Architectural Violations	18

Article IX - Use Restrictions

Section	1.	Itemization	19
	2.	Non-Residential Use	21
	3.	Rental of Lots	23
	4.	Use Violations	23
	5.	Exemptions	23

Article X - Right of Entry to Abate Violations

Section	1.	Notice of Violation	24
	2.	Right of Entry	24
	3.	Right to Recover Cost of Entry and Abatement	24
	4.	Entry for Inspection Purposes	24

Article XI - Easements

Section	1.	Property Subject to Easements	25
	2.	General Easements	25
	3.	Restrictions and Easements Applicable to Individual Lots	25

Article XII - General Provisions

Section	1.	Enforcement	26
	2.	Severability	26
	3.	Construction	26
	4.	Notices	27
	5.	Amendment and Termination	27
	6.	FHA/VA Approval	28

Exhibit A - Description of H.O.A. Common Areas

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

CROSS ROAD SPRINGS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration"), made the 10th day of July, 2002, by CROSSROAD DEVELOPMENT, LLC (hereinafter referred to as "Declarant").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described in the subdivision plat entitled "Subdivision Plat of Florio Property" and recorded among the Land Records of Baltimore County, Maryland, in Plat Book SM 74, Folio 84. The Declarant is developing and will develop a residential community on the aforesaid tract known as "The Florio Property" and also to be known as "Cross Road Springs" (hereinafter referred to as the "Community".)

B. The Declarant is developing and intends to develop 19 single family detached residential lots, plus or minus. The 19 lots are more particularly described in the subdivision plat entitled "Subdivision Plat of Florio Property" and recorded among the Land Records of Baltimore County, Maryland, in Plat Book SM 74, Folio 84, and any amendments thereto (hereinafter referred to as the "Plat").

C. The Declarant desires to provide for the preservation, protection and enhancement of values, the property and amenities in the Community, and to this end, desires to subject the property described in the Plat, to the covenants, conditions, easements, charges, liens and restrictions, hereinafter set forth, all of which are for the benefit of the property and subsequent owners of any and all parts thereof.

D. The Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values, the property and the amenities in the Community, to create an entity to which is delegated and assigned certain authority, powers and duties with respect to owning, maintaining and administering the common real and personal property, if any; administering and enforcing the covenants, conditions and restrictions hereafter set forth; and collecting and disbursing the assessments hereinafter created.

E. To that end, the Declarant has formed (or intends to form) CROSS ROAD SPRINGS HOMEOWNERS ASSOCIATION, INC., a homeowners association as that term is defined in Title 11B of the Real Property Article of the Annotated Code of Maryland, for the purpose of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the Property (hereinafter defined) is and will be held, conveyed, hypothecated or encumbered, sold, leased, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants," "conditions" or "restrictions") hereinafter set forth.

ARTICLE II. DEFINITIONS

Section 1. **"Assessment"** means an "Annual Assessment" or a "Special Assessment," or either of them, as the context may require, imposed by the Association pursuant to Article V of this Declaration.

Section 2. **"Association"** means CROSS ROAD SPRINGS HOMEOWNERS ASSOCIATION, INC., a Maryland non-profit, non-stock corporation, its successors and assigns.

Section 3. **"Board"** means the Board of Directors of the Association.

Section 4. **"Builder"** means any builder who has entered into an agreement with the Declarant to purchase a Lot or Lots from the Declarant for the purpose of development of the Lot and construction of a Dwelling thereon.

Section 5. **"H.O.A. Common Areas"** means all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The H.O.A. Common Areas to be owned by the Association are described in "Exhibit A," attached hereto and made a part hereof.

Section 6. **"Declarant"** means CROSSROAD DEVELOPMENT, LLC, its successors and assigns.

Section 7. **"Development Period"** means that period of time commencing with the date of this Declaration and ending on the later to occur of (a) the fifth (5th) anniversary date thereof, or (b) the issuance of a use and occupancy permit by the County for the occupancy of a Dwelling for at least 18 of the total number of Lots in the Community. Notwithstanding the foregoing, at any time, the Declarant may sign a written instrument declaring the Development Period to be officially terminated as of a date certain by the Declarant.

Section 8. **"Dwelling"** means any building constructed on any portion of the Property intended for use and occupancy as a residence in accordance with applicable subdivision, building and zoning laws, codes, ordinances and regulations.

Section 9. "Lot" means any plot of land shown upon any recorded subdivision Plat of the Property intended as a building lot for the development, use and occupancy of a Dwelling.

Section 10. "Member" means every Owner of a Lot in the Association, including the Declarant.

Section 11. "Mortgagee" means the holder of any mortgage or trustee or beneficiary of any deed of trust on any Lot within the Property.

Section 12. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding contract purchasers and those having such interest as security for the performance of an obligation.

Section 13. "Property" means that certain real property in The Florio Property described herein and in the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 14. "Structure" means any structure defined as such by the County zoning regulations provided that, in addition thereto for purposes of this Declaration, the term Structure includes (a) a Dwelling; (b) any other thing, item or device, the placement of which affects the physical appearance of the Dwelling or the Lot; (c) any excavation or fill, the volume of which exceed 10 cubic yards; and (d) any excavation, diversion or disturbance of the land which affects the physical appearance of the Dwelling or the Lot or alters the natural flow of surface waters upon or across any Lot.

Section 15. "Use" means any use defined as such by the County zoning regulations provided that, in addition thereto for purposes of this Declaration, the term Use includes (i) any purpose for which a Structure or a Lot is used or occupied, and (ii) any activity, occupation, business, or operation carried on or in a Structure or on or in a Lot.

ARTICLE III.

PROPERTY RIGHTS

Section 1. **Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the H.O.A. Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to assess annual fees for the operations of the Association and the maintenance and improvement of the H.O.A. Common Areas and the amenities, if any, located thereon;

(b) the right of the Association to suspend the voting rights and right of use of the H.O.A. Common Areas and the amenities, if any, located thereon, by an Owner

for (i) any period during which an Assessment against the Owner's Lot is delinquent; ii) any period during which an Owner continues to violate the published rules and regulations of the Association; and iii) any period (not to exceed sixty (60) days) for a non-continuous infraction of the published rules and regulations of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the H.O.A. Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members and fifty-one percent (51%) of all Mortgagees holding first mortgages or first deeds of trust on Lots in the Association;

(d) the right of Declarant prior to the conveyance of the H.O.A. Common Areas, and of the Association to grant and reserve easements and rights-of-way through, under, and over and across the H.O.A. Common Areas, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, communications systems (including cable television), and other utilities;

(e) the right of the Association to limit the number and charge reasonable fees for guests of Members utilizing H.O.A. Common Areas and amenities, if any, located thereon;

(f) the right of the Association to establish uniform rules and regulations pertaining to the use of the H.O.A. Common Areas and amenities, if any, located thereon; and

(g) the right of the Association to regulate the use, maintenance, repair and replacement of the H.O.A. Common Areas and amenities, if any, located thereon.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the H.O.A. Common Areas to any person or persons residing on his Lot, including the Members of his family, his lessees, or contract purchasers, subject to such rules which the Association, by and through its Board of Directors, may from time to time adopt; provided, however, that such delegation shall not abrogate a) the duty of the Owner to pay assessments as provided in Article V hereof, and b) the duty of the Owner, his family, his lessees and or contract purchaser to abide by the covenants, conditions and restrictions contained in this Declaration.

Section 3. Encroachments. In the event that any portion of any Dwelling encroaches upon the H.O.A. Common Areas and facilities as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the aforesaid Dwelling, a valid easement for such encroachment and for the maintenance of same exists so long as such encroachment exists.

Section 4. Party Walls. In the event that two Dwellings abut each other and share a common wall or "party wall," the following provisions shall apply:

(a) each Owner who shares a party wall shall be solely responsible for the care and maintenance of the inner perimeter of the party wall, up to and including the space bounded by and contained within the outside surface or stud side of the paneling, sheetrock or drywall portion of the party wall located within the Owner's property lines;

(b) each Owner who shares a party wall shall be jointly and severally responsible with the other Owner(s) of the party wall for the care and maintenance of the structural elements of the party wall, and the respective Owners shall share equally in the costs of any necessary repairs thereto.

(c) in the event that any construction, reconstruction or repair of the structural elements of a party wall is necessary, the Owner doing same shall have the right to enter onto the property of the abutting Owner insofar as it may be reasonably necessary in connection with said construction, reconstruction or repair. The Owner so entering shall take due precautions and care not to damage the property of the other party, and shall be responsible for restoring the property to its condition prior to his entry.

Section 5. Utility Lines. Each Owner shall be solely responsible for the care and maintenance of sanitary sewer, water, gas, electric, telephone, storm sewer, cable television or other utility conduits or lines that exclusively service each such Owner's Dwelling. In the event such conduits or lines are in need of repair and/or replacement and any portions thereof are located in, under and/or through an abutting Lot or property of an abutting Lot Owner, the Owner so repairing and/or replacing such lines shall have the right to enter upon and is hereby granted an easement to enter in and onto the front ten (10) feet of the Lot of an abutting Owner to perform the repair and/or replacement. The Owner so entering shall perform such construction and/or work as promptly as possible and shall take due precautions and care not to damage the Lot and/or property of the abutting Owner and to the extent the abutting Lot and/or property is dug into, displaced and/or dismantled, the Lot and/or property shall, immediately upon the completion of the repair and/or replacement, be restored to the same condition it was prior to such work being commenced by the Lot Owner performing the construction and/or work.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot within the Property shall be a Member of the Association.

Section 2. Classes of Voting Membership. The Association shall have two (2) classes of voting Membership:

CLASS A. Class A Members shall be all Owners, with the exception of the Declarant and all Class B Member(s), and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in the Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B. The Class B Members shall be the Declarant, and its grantees, successors and assigns, including Builders, who acquire more than one (1) Lot prior to completion of a Dwelling thereon. The Class B Members shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

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

(b) expiration of the Development Period; provided, however, that if the Class B Members are delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Class B Members' control, then the aforesaid Development Period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Provided further, that the Class B Membership shall be revived (and the Class B Members shall again be entitled to three (3) votes for each Lot owned by any Class B Members), during any periods of time occurring before December 31, 2010, when by reason of the annexation, additional Lots owned by the Class B Members exist which, when added to the other Lots already in the Property owned by the Class B Members, would result in the Class B Members having more than fifty percent (50%) of the votes of the Association, were the Class B Members to have three (3) votes for each Lot owned by the Class B Members instead of only a single vote for each Lot owned by the Class B Members.

Notwithstanding the conversion of the Class B Membership and transfer of governing control in the Board of Directors of the Association to the Class A Membership, the Declarant shall have the right to retain architectural control power and authority for the Association as hereinafter provided.

Section 3. Assignment of Membership. The Class A Membership, but not the Class B Membership, shall be appurtenant to the Lot owned by a Member and may not be assigned except in conjunction with the Lot to which they are appurtenant. During the Development Period, the Class B Membership shall be freely assignable to any legal entity.

Section 4. Irrevocable Proxy. Each Builder, who alone or with any other Person, becomes an Owner shall be conclusively presumed, by having accepted conveyance of legal title to a Lot (i) to have given the Declarant an irrevocable, exclusive proxy entitling

the Declarant, at each meeting of the Membership of the Association which is held during the Development Period, to cast the votes in the affairs of the Association which such Builder and other Person hold on each question that comes before such meeting and (ii) to have agreed with the Declarant that such proxy is irrevocable, is given or made with, and relied upon by, the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property, and is therefore coupled with an interest.

ARTICLE V.

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration consists of the nineteen (19) Lots and H.O.A. Common Areas, if any, located in Baltimore County, Maryland, as shown on the Plat. No other real property shall be subject to this Declaration unless annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant, its successors and assigns, has the right to freely develop any other real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation.

Section 2. Annexation.

(a) Additional property outside the boundaries of the Property may be annexed only with the consent of two-thirds (2/3rds) of the Class A and Class B Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting, the presence of Members or proxies entitled to cast sixty percent (60%) of the votes of each class of Membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirements set forth above, except that notice shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) In the event any portion of the Property has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration then the prior written consent of such approving agency to the annexation shall be required.

(c) Any annexations made pursuant to this Article, or otherwise, shall be made by recording an Amendment to this Declaration among the Land Records of Baltimore County, Maryland, which Amendment shall extend the scheme of these

covenants, conditions and restrictions to such annexed property. Any such Amendment may contain additions and modifications to the covenants, conditions and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

Section 3. De-annexation.

(a) The Declarant, its successors and assigns, may de-annex any property owned by it from the Property for a period of ten (10) years from the date of this Declaration. Such de-annexed property shall no longer be subject to the covenants, conditions and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which affect the de-annexed property. Such de-annexation shall be made by recording an Amendment to this Declaration among the Land Records of Baltimore County, Maryland, withdrawing the effect of the covenants, conditions and restrictions of this Declaration from the de-annexed property. Such de-annexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, in any fashion and for any use not prohibited by law or governmental regulation.

(b) In the event any portion of the Property has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration, no de-annexation shall be made pursuant to this Article, or otherwise, except following a determination by the approving agency that the de-annexation is not contrary to a general plan for the development of the community previously approved or, if no such general plan was previously approved by the agency, except following the prior written approval of the agency.

**ARTICLE VI.
ASSESSMENTS**

Section 1. Covenant to Pay Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed to pay to the Association: (a) Annual Assessments and (b) Special Assessments. The Annual and Special Assessments, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge on, and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot as of the date of imposition of the Assessment. The Owner's personal obligation for Assessments shall not pass to the Owner's successor in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The primary purpose of the Association is to organize a community with a uniform architectural scheme of development, to maintain the H.O.A. Common Areas and to maintain the appearance and thereby value of

the Lots and Dwellings in the Property. To that end, the Assessments levied by the Association, by way of example rather than as a limitation, may be used for the following purposes:

- (a) to promote the health, safety, welfare and recreation of the residents of the Property;
- (b) to pay all administrative, managerial, legal, insurance (including ancillary coverage for the Association, its Directors, officers, employees and agents) and any other costs or expenses incurred by the Association in the operation of the Association, including the costs associated with enforcement of maintenance requirements, architectural control, use restrictions, and the enforcement of rules and regulations;
- (c) for the use, improvement, maintenance, repair, and replacement of the Association's real and personal property, if any;
- (d) to provide an adequate reserve for maintenance, repair and replacement of the Association's real and personal property, if any; and
- (e) such other reasonable and necessary expenses to pay for the responsibilities of the Association.

Section 3. Annual Assessments.

- (a) The first Assessment Year shall commence on the first day of month following conveyance of the first Lot to an Owner and shall terminate on the thirty-first (31st) day of December next succeeding such date. Thereafter, each calendar year shall be an Assessment Year unless the Board of Directors shall chose a different fiscal year in which case the Assessment Year shall equal the fiscal year. Not more than one Annual Assessment may be levied against a Lot in any Assessment Year.
- (b) The Board of Directors may fix the Annual Assessment against each Lot at an amount less than or equal to the Maximum Allowable Annual Assessment. During the Assessment Year or any part thereof following conveyance of the first Lot to an Owner and during the next full Assessment Year, the Maximum Allowable Annual Assessment shall be Two Hundred Dollars (\$200.00) per Lot. The actual Annual Assessment levied by the Board may be payable in monthly, quarterly, semi-annually or annually installments, as determined by the Board of Directors, and as prescribed in the Notice of Assessment.
- (c) From and after the first full Assessment Year, the Maximum Allowable Annual Assessment may be increased each Assessment Year not more than ten percent (10%) above the Maximum Allowable Annual Assessment for the previous Assessment

Year, such increase to be determined by the Board of Directors, without the necessity of a vote by Membership of the Association.

(d) From and after the first Assessment Year, the Maximum Allowable Annual Assessment and/or the Annual Assessment may be increased more than ten percent (10%) above the permitted Maximum Allowable Annual Assessment for the previous Assessment Year by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(e) Sixty (60) days before the end of the Assessment Year, the Board of Directors shall adopt a budget for the next Assessment Year. Fifteen (15) days before the start of the next Assessment Year, the Board shall mail to each Owner of a Lot in the Property a copy of the budget and a Notice of the Assessment for the next Assessment Year. The budget and the Notice of Assessment shall be sent pursuant to the notice requirements of Article XII, Section 4. The Association's failure to act in the manner provided herein shall not invalidate any such action if taken at a later time. Until a budget is established for any Assessment Year, however, the Annual Assessment applicable to an Owner and his Lot shall be presumed to be the Annual Assessment applicable to the preceding Assessment Year and each Owner shall be bound to pay such Annual Assessment in the manner applicable to the preceding Assessment Year.

Section 4. Special Assessments.

(a) In addition to the Annual Assessments authorized above, the Association may levy Special Assessments for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property; or (ii) the payment of unexpected or unbudgeted costs resulting from extraordinary events; or (iii) the payment of expenses for any other purpose; provided that any such Special Assessment will have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) A Notice of Special Assessment shall be given at least thirty (30) days prior to the due date of the Special Assessment or the first installment thereof (if permitted to be paid in installments) and sent pursuant to the notice requirements set forth in Article XII, Section 4. The Special Assessment may be payable in monthly, quarterly, semi-annually or annually installments, as determined by the Board of Directors, and as prescribed in the Notice of Special Assessment.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3 or 4 above shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present

at any meeting, another meeting may be called, except that notice shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting, and the required quorum at any subsequent meeting shall be reduced to one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided below in Section 7, any Annual Assessments levied for any Assessment Year shall be fixed at a uniform rate for all Lots. This provision does not apply to fines and other permitted charges that may be assessed to one or more but not all of the homeowners.

Section 7. Commencement of Assessments. The Annual Assessments against each Lot shall commence as of the date a use and occupancy permit is issued for the Dwelling on the Lot by the local government agency.

Section 8. Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Non-Payment of Assessments. If any Assessment, or any installment thereof (if such Assessment was permitted to be paid in installments), is not paid within fifteen (15) days after the due date, then the entire unpaid balance of the Assessment shall be immediately due and payable and shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest interest rate allowed by law, whichever is greater. The delinquent Assessment or each installment thereof shall also subject to a late charge of Fifteen Dollars (\$15.00) or one-tenth ($\frac{1}{10}$ th) of the delinquent Assessment or installment thereof, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days. Each delinquent Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Association as a result of non-payment of any Assessment or installment thereof. The Association shall also have the right to enforce collection of the delinquent Assessments by bringing an action at law against each Owner personally obligated to pay same, or may establish and foreclose a lien against the Lot pursuant to Title 14 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time, and any successor statute thereto. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

Section 10. Enforcement and Priority of Lien.

(a) So long as the Maryland Contract Lien Act remains in effect, when entitled to a lien under this Declaration, the Association may proceed to establish and enforce the lien in accordance with the Maryland Contract Lien Act.

(b) In the event the Maryland Contract Lien Act shall not be in force and effect, when entitled to a lien under this Declaration, the Association shall have the immediate right to enforce collection of the delinquent Assessments through foreclosure in the same manner and subject to the same requirements as the foreclosure of mortgages and deeds of trust on real property in the State of Maryland containing a power of sale or an assent to a decree.

(c) By acceptance of a deed therefore, whether or not it shall be so expressed in such deed, each Owner of a Lot shall be deemed to have expressly authorized the establishment, enforcement and foreclosure of the lien by the Association subject to the rules pertaining to foreclosures of mortgages and deeds of trust containing a power of sale or an assent to a decree, in accordance with the public general laws of the State of Maryland and the Maryland Rules of Procedure, as amended from time to time, or any successor statute, relating to the foreclosure of real property, as if the Association were the mortgagee and the Owner were the mortgagor.

(d) Any sale or transfer pursuant to foreclosure shall not relieve the Owner or the Lot from the liability for any Assessments thereafter becoming due, nor from the lien for any subsequent delinquent Assessment.

Section 11. Release of Lien. Upon the timely curing of any default for which a lien was filed or recorded by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such lien, upon payment by the defaulting Owner of a release fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00), to cover the costs of preparing and filing or recording such release.

Section 12. One Satisfaction; Cumulative Remedies; Waiver. The lien, the right to institute suit for collection and the right to foreclose pursuant to the lien shall be in addition to and not in substitution for all other rights and remedies which the Association, its successors and assigns, may have hereunder or now or hereafter existing at law or in equity, by statute or otherwise, provided there be but one satisfaction of the claim. The election of any one or more of the remedies shall not constitute a waiver of the right to pursue other available remedies.

Section 13. Subordination of the Lien to Mortgages. The lien provided for herein shall be subordinate to the lien of any institutional Mortgagee providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first

and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien as to delinquent assessments and permitted charges which became due prior to such sale or transfer except to the extent of surplus proceeds realized as a result of such sale or transfer. No sale or transfer shall relieve such Owner from liability for any assessments and permitted charges becoming due after such sale or transfer.

Section 14. Notice to Mortgagees. Upon written request from the Mortgagee, the Association shall give written notice to the Mortgagee of any Assessment or installment thereof (if such Assessment is permitted to be paid in installments) that becomes delinquent for a period in excess of sixty (60) days and of any other default by the Owner with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

ARTICLE VII. **MAINTENANCE**

Section 1. H.O.A. Common Areas. The Association shall be responsible for the care and maintenance of the H.O.A. Common Areas and all improvements of any kind located therein.

Section 2. Improved Areas.

(a) The responsibility for care, maintenance, repair and replacement of the Improved Areas shall remain with the County or the individual Lot Owner, who by virtue of ownership of the Lot or by applicable law, is deemed to have responsibility therefor. To the extent that same is not the responsibility of the Owner or the County or is not assumed by the Owner of the Lot, or the County, or if responsibility is delegated to the Association by the County, the Association may care for, beautify, maintain, and repair all or portions of the public rights-of-way, entrance ways, islands, parking bays, sidewalks and walkways that are located within the Property (hereinafter referred to as "Improved Areas"), including maintenance of entranceway monuments; areas planted with grass, flowers, shrubs, trees or other foliage; sidewalks and walkways; islands or parking bays adjacent to the sidewalks, walkways, or to the Lots, whether or not such Improved Areas have been dedicated to Baltimore County, Maryland or any other appropriate governmental or quasi-governmental authority or group. It is intended by this Section that the Association should be given the authority to provide for uniform maintenance and beautification of the Improved Areas so as to enhance the values and amenities of the Community, however, it is not intended by this Section that the Association should assume or subsume significant obligations and/or financial responsibilities belonging to the County or to individual Owners.

(b) In the event of damage or destruction of any portion or all of the Association's real or personal property by fire or other casualty, the same shall be promptly

repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any. In the event that the proceeds of insurance are not sufficient to repair such damage or destruction, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged property shall be accomplished promptly by the Association at its common expense. The ratable share of the expense of such repairs or reconstruction may be assessed in the Annual Assessment or in a Special Assessment as provided for in this Declaration. Notwithstanding the foregoing, if any such damage is caused by the negligence of an Owner, his family members or guests, then the cost of repair or reconstruction shall not be a common expense but rather shall be assessable to and recoverable from such Owner. In the event the Owner fails to promptly pay the assessed costs, then the same shall be recoverable in the same manner as Assessments pursuant to Article V hereof.

Section 3. Individual Lots.

(a) Except as otherwise provided herein or in a separate agreement, the Owner of each Lot shall be responsible for the care, maintenance, repair and replacement of his Lot, Dwelling and all improvements situated thereon. Care and maintenance shall include, but not be limited to, keeping the grass cut to an acceptable height of no more than 6"; keeping hedges, trees and bushes trimmed and pruned; keeping the lawn, landscaping and flower beds in good health and free from weeds; keeping the Dwelling painted and maintained; keeping the yard area clean and free from clutter and debris.

(b) In the event that an Owner fails to maintain, repair or restore any Lot, Dwelling and all improvements thereon in a manner satisfactory to the Board of Directors, following notice to the Owner and opportunity to cure, the Declarant or the Association shall have (i) the right to fine the Owner; or (ii) the right to enter upon the Lot or Unit and maintain, repair or restore the Lot or Unit in accordance with Article X hereof.

Section 4. Limitation of Liability. The Association shall not be liable for any failure of utilities or other services to be obtained by the Association or paid out of the common funds, or for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or flow from any portion of the Property owned and/or maintained by the Association or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Lot for loss or damage, by theft or otherwise, of articles which may be left out in the open. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Association's real or personal property, or to any Lot or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority. THE ASSOCIATION IS NOT A PROVIDER OF SECURITY SERVICES FOR THE LOTS OR DWELLINGS, AND OWNERS SHOULD IMPLEMENT SECURITY MEASURES, IF DESIRED, TO PROTECT THEIR PERSONS, LOTS, DWELLINGS AND PERSONALTY.

ARTICLE VIII.
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. General Powers and Duties. In addition to the powers and duties enumerated in the Articles of Incorporation, and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Association's real and/or personal property, if any, and any improvements and landscaping thereon, and to pay all the costs thereof;

(b) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Association and maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association, its Board of Directors, its officers, its employees, its Members and its property;

(c) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed one (1) year in term unless approved by a majority of the Members of the Association, with the exception of an insurance contract that may be for a period not to exceed three (3) years;

(d) Have the authority to enforce the provisions of this Declaration and the By-Laws of the Association, and to establish and impose sanctions, including fines, for the violation thereof; and

(e) Have the authority to establish and enforce uniform rules and regulations pertaining to the use, maintenance, repair and restoration of the Lots and the Property, and any improvements located thereon and to establish and impose sanctions, including fines, for the violation thereof.

Section 2. Books and Records. The Association shall maintain adequate books and records of the Association pursuant to Title 11B of the Real Property Article of the Annotated Code of Maryland, and any other applicable law now existing or hereinafter enacted. Any Member, Owner and Mortgagee shall have the right to inspect and examine the books and records of the Association during regular business hours and upon reasonable written notice. Such inspection and examination may be further subject to applicable law and/or rules and regulations adopted by the Association with respect thereto.

ARTICLE IX.
ARCHITECTURAL CONTROL

Section 1. Architectural Committee.

(a) There shall be an architectural committee (hereinafter referred to as the "Architectural Committee") for the Lots. The Architectural Committee shall have a minimum of three (3) members, each of whom shall (notwithstanding the expiration of the period referred to in the provisions of subsection (b) of this Section 1) serve as such until the earlier to occur of:

- (i) his resignation from the Architectural Committee, or
- (ii) his replacement pursuant to the following provisions of this Section by the Declarant or the Board of Directors.

(b) The Declarant shall have the exclusive right from time to time to designate and replace the members of the Architectural Committee until the later to occur of:

- (i) the expiration of the Development Period, or
- (ii) in the event of earlier termination of the Development Period and transfer of control of the Board of Directors to the Class A Membership, five (5) years from the date of this Declaration.

Notwithstanding the foregoing, at any time prior to the foregoing events, the Declarant may delegate architectural review powers and duties to the Association's Class A Members by express written instrument signed by the Declarant and recorded among the Land Records of Baltimore County, Maryland.

(c) Thereafter, the Board, or the Class A Members (if the Board is still controlled by the Declarant), by the majority vote of those voting in person or by proxy at a meeting duly called for such purpose, shall have the right to designate and replace the members of the Architectural Committee who will serve at the pleasure of the Board or the Class A Members as the case may be. Once the Declarant transfers control of the Board of Directors to the Class A Members, the Board shall have the exclusive right to designate and replace the members of the Architectural Committee who shall serve at the pleasure of the Board.

Section 2. Architectural Approval.

(a) It is intended by the provisions of this Declaration, that the Declarant shall have sole architectural review and enforcement powers and duties until transfer of control of the Architectural Committee as set forth above. Nothing herein shall prevent the

Declarant from creating an Advisory Architectural Committee whose members are from the Class A Membership; however such Advisory Architectural Committee shall have non-binding advisory powers only and only the decision of the Declarant-appointed Architectural Committee shall be final and binding.

(b) No Lot and no Structure on a Lot may be modified in a manner that changes the exterior appearance thereof (including (i) exterior painting, (ii) interior painting or modifications that are visible from or affect the exterior of the Dwelling and (iii) changes to elevation, topography or landscaping)(but excluding (i) exterior repainting in the same color as the existing color, and (ii) interior painting or other interior modifications not visible from or affecting the exterior of the Dwelling); No Structure may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Use may be commenced or changed on a Lot unless, prior thereto, plans and specifications for and a description of any such Use (hereinafter referred to collectively as "Plans"), have been submitted to and expressly approved in writing by the Architectural Committee.

(c) Where necessary for the full consideration of the proposed modification, Structure or Use, the Plans should include (i) a reference to the Lot number and address; (ii) an exterior elevation plan showing the nature, exterior color scheme, kind, shape, height and location of all existing and proposed Structures on the Lot and on the adjoining Lots; (iii) a site plan showing the location and size of all existing and proposed Structures, all setbacks, all parking spaces, driveways and sidewalks; (iv) detailed construction plans; (v) description of materials and equipment; (vi) such other information required by the Architectural Committee.

(d) The Architectural Committee shall have the absolute right to refuse to accept an application or to withhold acceptance of an application until Plans showing in reasonable detail the nature of the proposed modification, Structure or Use, have been submitted to and accepted for consideration by the Architectural Committee. The Architectural Committee shall have the absolute right to refuse to grant such approval for any aesthetic or other reasonable cause. In considering whether to grant any such approval, the Architectural Committee may consider the suitability of the proposed modification, Structure or Use with relation to the Lot and to the other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, height, materials, location and approximate cost of the proposed modification, Structure or Use as is furnished to the Architectural Committee, all to the end that any approved proposed modification, Structure or Use shall be in harmony with, and have no adverse effect upon, its immediate surroundings and the other Lots.

(e) The application for the proposed modification, Structure or Use shall be in such form and content as the Architectural Committee shall determine. The Architectural Committee may propose to the Board of Directors and the Board may adopt and publish (i) rules and regulations regarding the form and content of the Plans and (ii) any statements of policy or architectural guidelines as may be appropriate to further the scheme of development and the harmony of design in the Property. Such rules and

regulations and guidelines may be amended or revoked at any time, however, such amendment or revocation shall not affect approvals granted prior thereto. Such rules and regulations and guidelines shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or otherwise impinge upon the Architectural Committee's unfettered discretion with respect to architectural control.

(f) If any Owner submits a written application for a proposed modification, Structure or Use to the Architectural Committee and such application is accepted by the Architectural Committee as to form and content, and the Architectural Committee fails to take action on said application within sixty (60) days of receipt and acceptance of the application as complete, such application and the proposed modification, Structure or Use shall be deemed to have been approved. Notwithstanding any other provisions of this Declaration to the contrary, "action on the application" includes any of the following: oral notification of a denial, written notification of a denial, oral or written approval, oral or written approval with conditions, or return of the application for additional information. In the event of oral or written notification of a denial or return of the application for additional information, the application shall be considered denied.

(g) The affirmative vote of a majority of the members of the Architectural Committee shall be required to take any action; however, during the period of Declarant control of the Architectural Committee, the majority may designate one member to act for it.

(h) The Architectural Committee shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any Plans, or (ii) the construction or performance of any work, whether or not pursuant to approved Plans. Notwithstanding anything contained herein to the contrary, all modifications, Structures and Uses shall be constructed, erected, commenced or maintained only in accordance with applicable laws, regulations and policies of the County or any other governmental body having authority and jurisdiction over the Property.

Section 3. Declarant's Exemption. The provisions set forth in this Article VIII shall not apply to any proposed modification, Structures or Uses commenced, erected or maintained by the Declarant on any Lot owned by it until after completion of the Dwelling and any improvements thereon and the conveyance thereof to a Class A Member. Notwithstanding the foregoing, all house designs to be built by builders other than the Declarant or any entity related to the Declarant shall be required to submit said house designs for pre-approval of the architectural design and layout of the Dwelling and any other improvements to the Dwelling and the Lot.

Section 4. Architectural Violations. In the event an Owner fails to obtain architectural approval, or proceeds to effect an architectural modification, Structure or Use that does not conform to the approval granted, or otherwise violates the provision of this Article VIII, following notice to the Owner and opportunity to cure, the Association may, in accordance with a published penalty procedure, fine the Owner; or, following notice to the

Owner and opportunity to cure, the Declarant and/or the Association, shall have the right to enter upon the Lot and abate the violation in accordance with Article X hereof.

ARTICLE X. USE RESTRICTIONS

Section 1. Itemization.

(a) No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall any odor, noise or light emanate therefrom, nor shall anything be done upon the Property which may be or become an annoyance or nuisance to the neighborhood or the other Owners.

(b) No livestock, poultry, birds, insects, or other animals of any kind, regardless of number, temporarily or permanently, shall be raised, bred or maintained on any Lot, except that up to three (3) household domestic pets, including dogs, cats, birds, fish or similar household domesticated animal may be kept on a Lot, provided they are not raised, bred or maintained for commercial purposes, and provided further, that the Owner of the Lot insures that all applicable State and County animal control laws and ordinances are followed and provided further that no such animal shall be or become an annoyance or a nuisance or cause a disturbance to the neighborhood or other Owners.

(c) No incinerators and no accumulation or storage of bulk materials, lumber, metals, new or used building materials or trash of any kind shall be permitted, kept, stored, or allowed to accumulate on any Lot (except for building material being utilized during the construction reconstruction or repair of any approved Structure may be stored while such activities are being carried on.)

(d) No junk vehicle, commercial vehicle, trailer, truck over 3/4 ton, camper, camp truck, house trailer, recreational vehicle, boat or boat trailer shall be parked, stored or maintained in the open on any Lot, or on the dedicated rights-of-way or upon roadway areas of the Property. No automobile or other permitted vehicle which does not display current registration (except for vehicles eligible for registration as "Historic Motor Vehicles" under applicable State or local laws) shall be parked, stored or maintained in the open on any Lot, or on the dedicated rights-of-way or upon the roadway areas of the Property. The repair or extraordinary maintenance of automobiles or other permitted vehicles shall not be carried out anywhere on the Property, except as provided for below (and except for bona fide emergencies). The Association, through its Board, may designate, provide and maintain a suitable area for designated activities such as the parking of such vehicles and/or the minor repair of vehicles and such other activities with respect to such vehicles as the Association's Board may determine.

(e) Trash and recycling containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash or

recycling collection. Such containers shall be kept in the rear of the Lot and stored in a manner so they are not generally visible from the street. The Association may, in its discretion, adopt rules and regulations relating to the size, shape, color, number, type and manner of storage of such containers.

(f) Baltimore County regulations govern the disturbance and use of the Forest Conservation and Forest Buffer easement areas. No tree shall be removed from any Lot, especially trees located in Forest Conservation and Forest Buffer easement areas, without written approval of the Architectural Committee and, if applicable, Baltimore County. Any disturbance or use of the Forest Conservation and Forest Buffer easement areas and the removal of trees shall be subject to prior written architectural approval and shall not be subject to the automatic approval provision set forth in Article VIII, Section 2(h).

(g) No fence or wall shall be located within the area lying between the front property line of the Lot and the Dwelling located thereon; nor shall any fence or wall interfere with any underground or surface drainage structure, pipe or ditch. Generally, all fences and walls are to be located to the rearmost portion of the Lot behind the Dwelling with exceptions being made only in instances where the physical characteristics of the Lot support a different placement. All fences and walls are subject to prior written architectural approval and shall not be subject to the automatic approval provision set forth in Article VIII, Section 2(h). Fences and walls may also be subject to the covenants restricting disturbance and use in the Forest Conservation and Forest Buffer easement areas and the prior written approval of Baltimore County.

(h) No permanent exterior clothes dryer or clothesline shall be erected, installed or maintained on any Lot or on any Structure thereon. Only collapsible or retractable clothes dryers or clotheslines shall be used, and they shall be collapsed or retracted when not in use and shall be located in the rearmost portion of the Lot behind the Dwelling.

(i) No shack, shed, barn, or other outbuilding or like structures of a permanent or temporary nature shall be used, erected, installed or maintained on any Lot except with the prior written approval of the Architectural Committee. Temporary playhouses, recreational structures or the like may be installed and maintained provided (1) their primary purpose is juvenile recreation; (2) they are removed or disassembled when not in use; and (3) prior written approval by the Architectural Committee has been obtained. Permanent, temporary or portable basketball hoops shall be located to the rearmost portion of the Lot behind the Dwelling only. All Structures covered by this subsection shall require prior written architectural approval and shall not be subject to the automatic approval provision set forth in Article VIII, Section 2(h).

(j) Except for political signs as may be allowed by State or local law, and except for such signs as may be posted by the Declarant for promotional purposes and signs of a directional nature, no signs, flags, banners or hangings of any character shall be erected, posted, or displayed upon, in or about any Lot or Dwelling so as to be visible

on the exterior of the Lot or Dwelling; however the American flag and the State flag and one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot. Temporary real estate signs shall remain upon the Lot only during the period the Lot is marketed for sale or rent. It is intended by this sub-section that there be no signs of any type except as expressly exempted herein and except as permitted by government law or regulation specifically pre-empting the effect of these private covenants. The name of the roadway known as "Florio Drive" shall not be changed for any reason by the Association or by any Owner or Owners or by Baltimore County acting upon the request of the Association or any Owner or Owners.

(k) No Structure, planting or material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(l) Except for satellite dishes less than one meter in diameter as allowed by Federal law, no outside television or radio aerial, dish, tower or antenna, or other aerial, dish, tower or antenna, for reception or transmission, shall be maintained upon any Lot. To the extent allowed by applicable law, the Association shall have the authority to enforce architectural requirements with respect the placement, screening and the aesthetics of any such permitted antenna structures. It is intended by this sub-section that there be no outside antenna type Structures except as permitted by government law or regulation specifically pre-empting the effect of these private covenants.

(m) No exterior lighting on any Lot shall be directed outward from the boundaries of the Lot or placed in a manner so as to be or become an annoyance or nuisance to the neighborhood or the other Owners.

(n) No broadcast or loudspeaker unit(s) shall be placed outside or be directed to the outside of the Dwelling so as to be or become an annoyance or nuisance to the neighborhood or the other Owners.

(o) No Lot shall be subdivided, split, divided or combined with another Lot for sale, resale, gift, transfer or any other purpose.

Section 2. Non-Residential Use.

(a) Except as otherwise permitted herein, no Lot shall be devoted to a Use other than a residential use; no Lot may contain more that one (1) residential Structure at any one time (which Structure may constitute not more than one Dwelling; No Dwelling may be occupied at any one time by more than one (1) family); No Lot may be used for transient or hotel purposes; and no outbuilding or other temporary Structure may be used as a temporary or permanent residence.

home: 410-256-0593
Angie cell: 443-286-4234

7:00-7:30

Stephanie

Bob

(b) Home based businesses and/or home offices not constituting a primary or substantial Use of the Dwelling or the Lot (no-impact home based businesses) are permitted with the following restrictions. Any such no-impact home based businesses shall obtain prior written approval from the Board of Directors or the Architectural Committee. No home based business and/or home office shall be conducted on the H.O.A. Common Areas. No home based business and/or home office shall be conducted on any Lot that may be or become an annoyance or nuisance to the Property or the other Owners. Such profession or home industry shall be deemed a nuisance and prohibited if the activity relating thereto can be seen, heard, smelled, or if any activity relating thereto, overburdens the Property with noise, traffic or other visual or audible effects, i.e., creates an impact on the Property or the Owners.

(c) A Lot may be used as a Family Day Care Home or may be used by any Family Day Care Home providers as an area for Family Day Care Home activities under the following conditions:

(i) "Family Day Care Home" means a home registered or required to be registered under Title 5 of the Family Law Article of the Annotated Code of Maryland, as amended from time to time, and includes any Lot within which Family Day Care is provided;

(ii) The number of Family Day Care Homes operating in the Association shall not exceed seven and one half percent (7 ½%) of the total number of Lots in the Association;

(iii) In order to assure compliance with subparagraph (ii) above, each Family Day Care Home shall register with the Association before opening a Family Day Care Home;

(iv) The "Day Care Providers" (as such term is defined in Section 11B -111.1 of the Real Property Article of the Annotated Code of Maryland) shall pay on a pro rata basis, based on the total number of Family Day Care Homes operating in the Association, any increase in insurance costs that are solely and directly attributable to the operation of the Family Day Care Home(s) therein;

(v) Each Family Day Care Home which is registered and operating in the Association shall pay to the Association an annual fee for the use of the Property in an amount not to exceed Fifty Dollars (\$50.00);

(vi) Each Family Day Care Home and Family Day Care Provider shall otherwise comply with all of the provisions of Section 11B -111.1 referenced above, including but not limited to licensing and insurance requirements; and

(vii) The use for a Family Day Care Home may be eliminated by the affirmative vote of the Owners having at least two thirds (2/3rds) of the total number of

votes then held by all of the Owners, in the manner provided for voting in the By-Laws of the Association.

Section 3. Rental of Lots. The Owner of any Lot may lease his Lot subject to the following terms and conditions:

(a) any lease between an Owner and a lessee must be in writing and shall not be for a term of less than one (1) year;

(b) the lease shall state that it is subject in all respects to, and that the lessee shall comply with, all of the provisions of the Declaration, Articles of Incorporation and the By-Laws, and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease;

(c) the lease shall in no way relieve the Owner of any duty or obligation imposed by this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations of the Association, including penalties for the violation thereof, even if such violation shall be caused by the actions of the Owner's lessee.

Section 4. Use Violations. In the event an Owner violates any provision of this Article IX, the Declarant and/or the Association, may, in accordance with a published penalty procedure, fine such Owner for the violation; or, following notice to the Owner and opportunity to cure, the Declarant and/or the Association, shall have the right to enter upon the Lot and abate the violation in accordance with Article X hereof.

Section 5. Exemptions.

(a) The provisions set forth in this Article IX shall not apply to the Declarant, any Builder or any Class B Member, their respective successors and assigns, agents, employees, contractors and invitees. Nor shall the provisions of this Article apply to any modification, Structures, proposed Structure or Uses commenced, erected or maintained by any Builder or any Class B Member on any Lot or within the Property until after completion thereof by the Builder or the Class B Member and the conveyance thereof to a Class A Member; provided, that general Dwelling type designs and general improvement options offered with respect to the newly constructed Dwellings and improvements on the Lots built by any Builder or other Class B Member shall be subject to the prior approval thereof by the Declarant.

(b) On any part of the Property and on or in any Structure which has not yet been conveyed to the County or to a Class A Member, the Declarant, any Builder and any Class B Member may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs, and special lighting reasonably related to the development, construction and sale of the Lots and Dwellings thereon, subject only to the approval thereof by the Declarant.

(c) The Declarant, any Builder and any Class B Member shall be entitled to conduct on any Lot and on the Property all activities normally associated with and convenient to the development of the Property and the development, construction, reconstruction, maintenance, repair, sale and lease of the Lots and the Dwellings and such activities shall not be construed as offensive or a nuisance hereunder.

ARTICLE XI.

RIGHT OF ENTRY TO ABATE VIOLATIONS

Section 1. Notice of Violation. In the event of a violation of the maintenance provisions of Article VI, the architectural provisions of Article VIII or the use restrictions of Article IX, the Declarant and/or the Association, may give written notice to the Owner to remove or abate the violation.

Section 2. Right of Entry. In the event the Owner fails to remove, abate or otherwise terminate the violation within the time specified in the notice of violation, the Declarant or the Association, and/or their respective agents, employees or contractors, shall have the right to enter upon the Lot for the purpose of abating or terminating any violation or breach or any attempted violation of any of the covenants, conditions and restrictions contained herein. Such right of entry and abatement shall be exercisable by the Declarant or by the Association (upon a resolution of its Board of Directors), only upon fifteen (15) days' prior written notice to the Owner of the intent to enter and abate the violation, unless, in the discretion of the Declarant or the Association's Board, an emergency necessitates a shorter period of time.

Section 3. Right to Recover Cost of Entry and Abatement. The cost of any such entry and abatement (including administrative costs and reasonable attorneys' fees) may be assessed against the Lot and the Owner thereof and shall become due and payable to the Declarant or the Association and a continuing lien with respect to such Lot and a personal obligation of the Owner thereof. In the event the Owner fails to promptly pay the assessed costs, the Association shall have the right to collect the assessed costs in the same manner as Assessments pursuant to Article V hereof and shall promptly reimburse the party who incurred the costs upon collection thereof.

Section 4. Entry for Inspection Purposes. The Declarant or the Association, or their respective agents, employees or contractors, shall further have the right to enter upon a Lot at any reasonable time for the purpose of inspecting the Lot for violations of the provisions of this Declaration. Any entry pursuant to this Article X shall not be considered a trespass or other wrongful act by reason of such entry, abatement or inspection.

ARTICLE XII. EASEMENTS

Section 1. Property Subject to Easements. The easements created pursuant to this Article shall inure to the benefit of all Owners within the Association, pursuant to Article II hereof.

Section 2. General Easements. In addition to the easements reserved on the Plat herein described which are for the benefit of the Declarant, its successors and assigns, and any applicable Mortgagees, the following general easements shall burden and benefit the Property:

(a) Declarant for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual easement in, upon, through and over the land shown on the Plat for ingress and egress to the Owner's Lot, and for use of all sidewalks, walkways, and roadways upon the Property, subject to reasonable regulation by the Association as provided in this Declaration.

(b) Declarant reserves unto itself, its successors and assigns, and unto Baltimore County (i) an easement on, over, under and through any part of the Property, for installation, inspection, maintenance, repair and replacement of any public improvements located therein and for any other purpose relating to the obligations of the property owner, the Declarant, its successor and assigns, or Baltimore County; and (ii) an easement on, over, under and through any part of the Property for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, telephone and other communication systems, pipes, lines, mains, conduits, poles, transformers and any other equipment or machinery, necessary or incidental to the proper functioning of any utility system or public improvements serving the Property. In the event Baltimore County enters the Property for the purpose of maintaining a storm water management facility, the County shall have the right to assess any cost involved in such maintenance to the owner(s) of the facility.

(c) The Declarant, the Builders and any Class B Members shall have the right to store building supplies, construction equipment, and other similar items on the Property. This reserved right shall expire upon the expiration of one (1) year after completion of construction of (i) all modifications, improvements, public utilities, Structures or Uses or (ii) all Lots within the portion of the Property subject to such reserved easement, whichever shall last occur.

Section 3. Restrictions and Easements Applicable to Individual Lots. Declarant, for itself, its successors and assigns, hereby declares that Lots 1 and 19 (the "Affected Lots") shall be subject to the following restrictions and easements in favor of the Association, its successors and assigns, which restrictions and easements are intended to benefit all of the anticipated Lots in the Community by allowing for the uniform

maintenance, repair and replacement of entranceway and landscaping amenities in the Cross Roads Springs Community:

(a) Lots 1 and 19 shall be subject to a ten foot (10') easement from the right-of-way for Florio Drive (said right-of-way being shown on the Plat) adjoining the front or side yard of these respective Lots. The easement shall be for the purpose of allowing grass cutting, tree maintenance, entranceway landscaping and monument maintenance, repair and replacement. The Association shall perform the foregoing functions as a common expense of the Association.

(b) The ten (10) foot easement areas set forth above shall be referred to as the "Easement Areas." No permanent Structure, including fences and walls, unless placed by the Association, shall be placed or permitted to remain on or in the Easement Areas on the Affected Lots, nor shall any vegetation, landscaping, trees or shrubs be altered, removed or destroyed except with the prior written permission of the Association. It is intended that the Easement Areas shall remain in a landscaped condition, improved by entranceway signs, and shall not be otherwise developed, improved or subject to grading, excavation, construction, alteration or modification except as may be determined by the Association in the best interests of the Cross Road Springs Community to beautify the entrance to the Community from Cross Road.

ARTICLE XIII.

GENERAL PROVISIONS

Section 1. **Enforcement.** The Declarant or the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event legal action is instituted to compel enforcement, in addition to any damages, the instituting party shall be entitled to recover all court costs and reasonable attorneys' fees incurred from the violating Owner. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 2. **Severability.** Invalidity of any one of these covenants, conditions or restrictions of this Declaration or of the Record Plat, by any court, governmental or administrative body shall in no way affect any other provision which shall remain in full force and effect and which shall be construed wherever possible as being consistent with applicable law.

Section 3. **Construction.** All references made herein (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural numbers shall be deemed to have been made respectively in the plural or the singular where appropriate as well.

Section 4. Notices.

(a) The Association shall maintain a roster of Owners' names. In the event of a sale or transfer of any Lot, the purchaser shall notify the Association in writing of his interest in the Lot. Further, the Owner shall notify the Association in writing of any alternate mailing address in the event the Owner leases the Lot or otherwise does not receive mail at the Lot address. Any notice required to be given hereunder by the Association ("Notice"), shall be deemed to be duly given the business day the Notice is delivered or the business day following the day such Notice shall be deposited in the United States mail if delivery is by first-class postage prepaid mail or registered or certified mail, addressed (i) if to an Owner (other than the Declarant), to the address of such Owner as it appears on the Owners' roster; (ii) if to a Mortgagee, to the address furnished to the Association in writing by the Mortgagee, and in the absence of such notice by the Mortgagee then to the address, if any, on the face of the mortgage as recorded among the Land Records for such Mortgagee. Nothing herein contained shall preclude the personal service of any Notice in the manner prescribed for personal service of a summons or other legal process, nor shall anything contained herein be construed to alter the required method for service under any applicable Federal, State, County or local law.

(b) Any first Mortgagee of a Lot, upon proper notice and written request filed with the Secretary of the Association, shall be entitled to written notification of any proposed amendment to the Declaration.

(c) Unless an Owner has furnished the Association with Notice of his correct mailing address, the Association shall have the right to use the mailing address for the Lot owned by such Owner. Any Owner, Mortgagee, or other person entitled to Notice from the Association hereunder who has not given Notice to the Association of his correct mailing address, if different from the Lot address, shall have no right under the provisions of this Declaration (i) to be given any Notice by the Association; or (ii) to participate in the consideration of or cast any vote on any question voted upon by the Members of the Association; or (iii) otherwise, to be recognized as such by the Association.

Section 5. Amendment and Termination. The covenants, conditions and restrictions of this Declaration shall run with, bind and burden the Property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by an instrument signed by fifty percent (50%) of the Owners and (50%) of the Mortgagees and recorded among the Land Records of Baltimore County, Maryland. This Declaration may be amended during the first ten (10) years by an instrument signed by not less than two thirds (2/3rds) of the Owners and thereafter by not less than fifty one percent (51%) of the Owners. Any instrument amending the Declaration during the Development Period must also be signed by the Declarant. Any amendment(s) must be properly recorded among the Land Records of Baltimore County, Maryland.

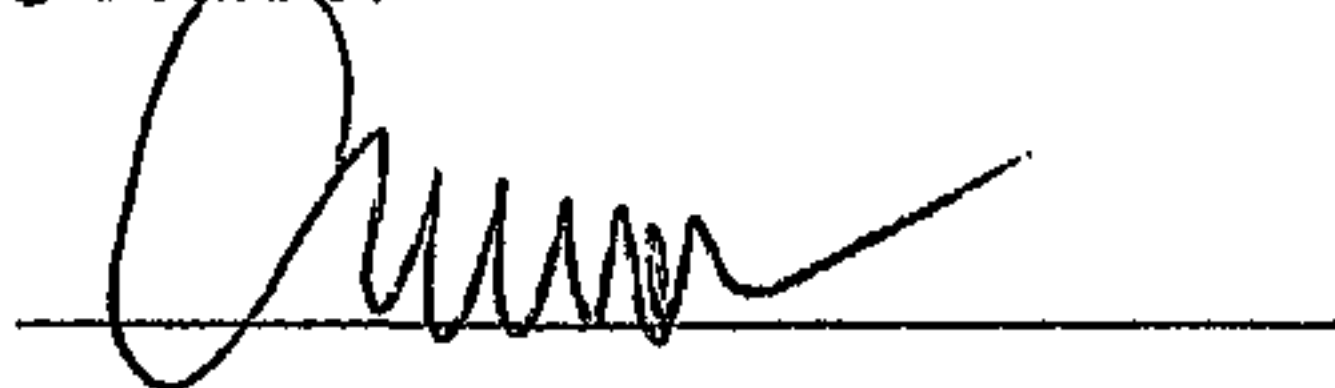
Until the fortieth (40th) anniversary date hereof, this Declaration and the Plat may be terminated only by an instrument signed by the Declarant (or the assignee or assignees of all of the Declarant's rights and powers hereunder) and the Owners and Mortgagees of all of the Lots.

If the Association sends prior written notification to all Mortgagees entitled or required to give consent to an amendment to this Declaration and any Mortgagee fails to return written consent to such amendment within sixty (60) days, such Mortgagee shall be deemed to have consented to such amendment and written consent shall not be required. The instrument amending the Declaration shall contain a certification by an officer of the Association of the date and the manner in which the certification was sent and the response, if any, received by the Mortgagee. The provisions set forth above with respect to automatic approval by a Mortgagee shall not apply a) in the event of a proposed termination of this Declaration; or b) in the event applicable Federal, State, County or local law, rules, regulations or ordinances (including regulations of the Federal Housing Administration or the Veterans Administration, or any successor agencies thereto) require otherwise.

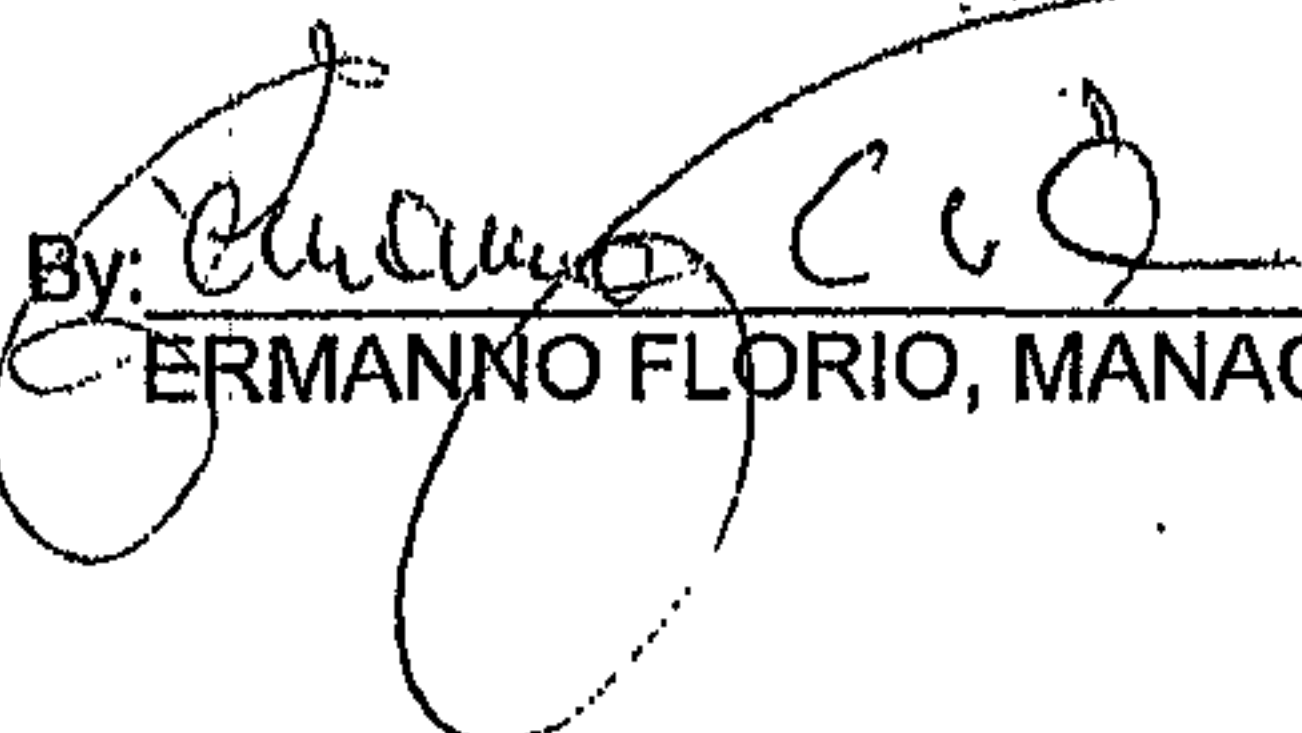
Section 6. FHA/VA Approval. Notwithstanding anything contained herein to the contrary, the Declarant shall have the absolute unilateral right, power and authority to modify the provisions of this Declaration, if such modification is required by the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any other Federal, State or County or local government agencies, as a condition precedent to the approval of the Property or any part thereof or any Lots thereon, for mortgage financing qualification under applicable government mortgage financing programs. If the Federal Housing Administration or Veterans Administration (or any successor agency or any similar governmental agency) has approved the Property or any part thereof or any Lots thereon for any applicable government mortgage financing programs, and if approval by the FHA or the VA (or any successor agency or any similar governmental agency) of an amendment is required by applicable law or regulation for qualification under such financing programs, then any amendments to this Declaration shall also require the consent of any such approving agency.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and by its authorized representatives the day and year first above written.

WITNESS
ATTEST:



CROSSROAD DEVELOPMENT, LLC

By:  (SEAL)
ERMANNIO FLORIO, MANAGING MEMBER

NOTARY ON THE NEXT PAGE

STATE OF MARYLAND
COUNTY OF Carroll, TO WIT:

On this 16th day of July, 2002, before the undersigned officer, personally appeared ERMANNO FLORIO, who acknowledged himself to be the Managing Member of Crossroad Development, LLC, and that he as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC

My Commission Expires:

3/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.


CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

EXHIBIT A
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CROSS ROAD SPRINGS, ALSO KNOWN AS THE FLORIO PROPERTY
H.O.A. Common Areas
11th Election District
Baltimore County, Maryland

ALL those parcels of land and improvements located thereon situated in the 11th Election District of Baltimore County consisting of 40917 square feet or .9393 acres, plus or minus, as more particularly described in the subdivision plat entitled "Subdivision Plat of Florio Property" which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book SM 74, Folio 84, and any amendments thereto.

Deed Reference: 8335/308

Tax Account Number: 111907225

CONSENT OF BENEFICIARY AND TRUSTEES

The undersigned Trustees, pursuant to a certain Deed of Trust dated March 8, 2002, and recorded in Liber 0016221, Follo 170 among the Land Records of Baltimore County, made by Crossroad Development Co., LLC, Grantor, and Elizabeth M. Wright and Pamela J. Shipp, Trustees for Susquehanna Bank, Beneficiary, do hereby consent to the terms of the Declaration of Covenants, Conditions and Restrictions and subordinate the aforesaid Deed of Trust to the legal operation and effect thereof.

WITNESS:

[Handwritten signatures of witnesses]

TRUSTEES:

[Handwritten signature of Elizabeth M. Wright]
Elizabeth M. Wright, Trustee

[Handwritten signature of Pamela J. Shipp]
Pamela J. Shipp, Trustee

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 8th day of July, 2002, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Elizabeth M. Wright, who acknowledged himself to be a Trustee of Susquehanna Bank, a Maryland corporation, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trustee.

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



Dallah I. Oliver, Notary Public
City of Baltimore
State of Maryland
My Commission Expires Mar. 1, 2006

[Handwritten signature of Dallah I. Oliver]
NOTARY PUBLIC

My Commission Expires: March 1st, 2006

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 8th day of July, 2002, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Pamela J. Shipp, who acknowledged himself to be a Trustee of Susquehanna Bank, a Maryland corporation, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trustee.



Dallah I. Oliver, Notary Public
City of Baltimore
State of Maryland
My Commission Expires Mar. 1, 2006

[Handwritten signature of Dallah I. Oliver]
NOTARY PUBLIC

My Commission Expires: March 1st, 2006