IN RE: PETITION FOR SPECIAL HEARING SW corner of Knollwood Road and Garden Road 9th Election District 5th Councilmanic District **(7610 Knollwood Road)**	* * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY
Alexander Sulakvelidze *Petitioner*	*	CASE NO. 07-294-SPH

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner on a Petition for Special Hearing for the property located at 7610 Knollwood Road. The Petition was filed by Alexander Sulakvelidze, legal property owner. Special Hearing relief is requested pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R., Section 408B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject lot along with a diagram of the number of bedrooms and bathrooms.

The property was posted with Notice of Hearing on February 15, 2007, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on February 15, 2007, to notify any interested persons of the scheduled hearing date.

Applicable Law

Section 500.7 of the B.C.Z.R. *Special Hearings.*

The Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall in his discretion be necessary for the proper enforcement of all zoning regulations, subject to the right of appeal to the County Board of Appeals. The power given hereunder shall include the right of any interested persons to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any non conforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they may be affected by these regulations.

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) Comments are made part of the record of this case and contain the following highlights: ZAC comments were received from the Office of Planning dated January 25, 2007. The Planning Office recommended denial of the use permit because the subject property is not the primary residence of the owner; the property is being occupied in its entirety for compensation to the owner; and utilizing a single family dwelling as a rooming/boarding house at this location would not be consistent with surrounding land uses. The comment noted the surrounding neighborhood of Knollwood-Donnybrook, along with nearby communities, have been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties and increasing transient populations; rooming or boarding houses in established single family neighborhoods would only exacerbate this issue; and the subject neighborhood is not designed to accommodate the associated burden of parking. A copy of these comments are incorporated herein and made a part hereof the file.

Interested Persons

Appearing at the hearing on behalf of the requested special hearing were Bernadette Moskunas from Site Rite Surveyors, who prepared the site plan and Alexander Sulakvelidze, the Petitioner. J. Carroll Holzer, Esquire, represented the Petitioner.

Appearing in opposition to the Petitioner's request were residents of the surrounding communities and also representatives of the surrounding community associations. These individuals are too numerous to mention to specifically identify herein. However, all have signed in on the Citizen and Protestant Sign-In Sheets. Reference is made to the sign-in sheets which are contained within the Hearing Officer's file

William Clark, Esquire, represented the protestants. People's Counsel, Peter Max Zimmerman, entered the appearance of his office in this case.

Testimony and Evidence

The subject property contains 7280 square feet zoned DR 5.5 and is improved by a single family dwelling. Ms. Moskunas indicated that the subject property is a corner lot located at the intersection of Garden Road and Knollwood Road. She indicated that the Petitioner would like to lease the house to four unrelated persons which would fall under the definition of a boarding house. Site layout was shown in Petitioner's exhibit 1.

She noted that the existing house on the property was constructed in the 1950's and that the property is located south of the Donnybrook apartment complex. The only modification to the site as it exists today would be to add four off street parking spaces to the rear yard with access to Garden Road as shown. She noted that a landscaping plan would be created for review by the County Landscape Architect and that there were no boarding houses adjacent to the property. She presented internal floor plans for the proposed use as Petitioner's exhibits 2 and 3. Finally she opined that there would be no adverse impact on the community if the use permit were granted in light of its location so close to the apartment complex to the north.

Upon questioning she admitted that she would need additional approval for the curb cut on Garden Road, the distance to the adjacent property (Cornish property) on Garden Road would be 10 feet and the distance to the Cornish home and an additional 12 feet. She indicated that no storm water management is required by the County for this project, and denied there were any other similar use permits issued in the area. She indicated that the regulations would not prohibit every other home in the community from requesting a use permit for a boarding house, that each could have four vehicles for tenants and that tenant might park on the street.

Mr. Sulakvelidze indicated that he owned the subject property, that he does not live in the existing house, and that he wishes to rent the house to four tenants. He reviewed the extensive renovations he has made to the property since purchasing it in 2005, and indicated he was unaware he needed a use permit to lease the house to the four tenants. He noted the great

demand for such housing in the area, reviewed his methods of screening tenants, opined there were no complaints regarding his four tenants from the neighborhood whose leases expire June 30, 2007. He indicated that he understands that he can lease the house to up to two tenants without a use permit.

While he acknowledged there could be problems when a neighborhood has many properties being leased to tenants, he suggested to the community representatives that the way to solve such problems are to bring these properties under the law. He noted that the law provides for significant protection for the community including compliance with the Livability Code and annual review by the County authorities. On the other hand he opined that not bringing leasing situations under the law will result in many illegal leases occurring given the pressure for housing particularly for students at nearby Towson University. He proposed six conditions which could be incorporated into the approval order to protect the community including one year approval for the use permit in the order for this case and his pledge to come to the community association annually to discuss problems and solutions.

Upon questioning he indicated that he did not live in the home which he proposes to lease, was somewhat aware of the problems in the general area with leasing to students, admitted that the County had cited the subject property for trash violation in the past and for operating a boarding house without a use permit. See protestants' exhibits 2 and 3. He indicated that he has annual leases, and that if the use permit is denied he could lease the house to a single family or two students.

Mr. Sulakvelidze indicated that his lease limits the number of guests and the time such guest may stay in his lease as shown in protestants' exhibit 4. He indicated his willingness to work with the community and reiterated his belief the problem of student housing should be controlled by allowing use permits which would bring the problem under control.

Mr. Riley, a nearby property owner, indicated his opposition to the request, presented photographs of the property and neighborhood as exhibit 5, noted that this house had increased foot and vehicle traffic in the fall of 2006 and that he has seen 5 or 6 vehicles belonging to people living or visiting the property since the Petitioner started leasing the property. He opined that zoning laws should protect the community, and expressed concern about students' behavior in other situations. He admitted that the four students living in the subject property have not been a problem.

Ms. Cornish, an adjacent property owner, expressed her opposition to the requested use permit, and indicated that granting same would set an unfortunate precedent allowing ever more student housing in the neighborhood to the detriment of the community such as has occurred in the Towson Manor community. She also noted that the four students now leasing the property were not a problem. She expressed concern that storm water would come from the proposed parking pad onto her property, and worried that landlords would not invest in rental properties causing decline in property values.

The following representatives of community associations expressed their opposition to the requested use permit: Ms. Citerone for the Knollwood Donnybrook Improvement Association who presented a petition in opposition to the request as protestants' exhibit 8; Mr. Kilcullen, for Towson Manor Village and for Greater Towson Community Council Association who recounted the devastating effect of investor landlords taking over more and more of his residential community and the pilot program recently began by the County to assist distressed communities like Towson Manor; Mr. Gerding for the Rogers Forge Community Association; Mr. Hartmans for Aigberth Manor Community Association; Ms Gray for the Wiltondale Improvement Association; and Mr. Parlakian for the Berkleigh Square Community Association.

Ms. Kask, a realtor familiar with the housing market in the area, described the Knollwood Donnybrook community including the small lot size for each single family dwelling and opined that property values will decline when many homes are leased.

Findings of Fact and Conclusions of Law

The Petitioner makes a point which I am sure the community associations have and will consider. He opines that it is better for the neighborhood to bring rentals under the law with annual reviews then to suffer the continuous stream of illegal rentals which will occur in communities in close proximity to Towson University. The problem is that there is no limit on the number of rentals which can occur. One of the protestants mentioned that Towson University has a plan to increase the number of students without a companion plan to supply housing for the new students. This policy, if it accurately reflects the Regents' position, simply places the burden on the nearby residential communities to absorb ever increasing numbers of rentals which as the representatives of Towson Manor have shown can lead to tipping the balance of residential communities from desirable and stable to unstable and in need of redevelopment.

It is clear that having the present four students rent the subject property will not adversely affect the community. It is also clear that student rental properties in large numbers will adversely affect the community as shown by Towson Manor's experience. So the question in this case is whether or not granting the requested use permit will set a precedent that will open the flood gates to student housing on every third house. While I do not think that student rental every third house will occur by granting this use permit, I agree that with the protestants that it would set a precedent which over time will adversely affect the community. Therefore I will deny the request.

That said I would like to make a suggestion for a process which may lead to a stable and tolerable situation. I accept that this Petitioner was unaware of the need for a use permit.

However the fact that this case arose in context of a zoning violation, means that a genuine offer of cooperation by the landlord to the community will be treated with distrust to say the least. Let's start over.

If the Petitioner is sincere in his desire to work with the community, I suggest he now start attending community association meetings. Secondly I also suggest the associations begin to develop guidelines for rentals which they will accept. Perhaps there would be a delineation of communities impacted around the University, and/or a limit on density of rentals, and/or a process for rapid resolving of complaints, etc. Hopefully the Petitioner will be invited to participate in creating these guidelines. Finally I suggest that all approach the University Regents to provide housing for students attending the University.

Pursuant to the advertisement, posting of the property, and public hearing on this petition held, and after considering the testimony and evidence offered by the Petitioner, I find that the Petitioners' request for special hearing should be denied.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 8th day of March, 2007, that the Petitioners' request for Special Hearing relief filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R., Section 408B four tenants is hereby DENIED.

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

John V. Murphy

JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

JVM:pz

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

March 8, 2007

ALEXANDER SULAKVELIDZE
536 HAMPTON LANE
TOWSON MD 21286

Re: Petition for Special Hearing
Case No. 07-294-SPH
Property: 7610 Knollwood Road

Dear Mr. Sulakvelidze:

Enclosed please find the decision rendered in the above-captioned case.

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,

John V. Murphy
Deputy Zoning Commissioner
for Baltimore County

JVM:pz

Enclosure

c: J. Carroll Holzer, Esquire, Holzer & Lee, 508 Fairmount Avenue, Towson, MD 21286
Bernadette Moskunas, Site Rite Surveying, Inc., 200 East Joppa Road, Room 101, Towson MD 21286
Please See Attached List

CAROLYN WILLIAMS
738 WEATHERBEE
TOWSON MD 21286

PHYLLIS GRAY
639 COVENTRY RD
TOWSON MD 21286

RABORN CHRISTIA J
601 WILTON RD
TOWSON MD 21286

DAVID RILEY
7609 KNOLLWOOD
TOWSON MD 21286

SWEIGER REGINA M
304 OAK LANE CT
TOWSON MD 21286

NISHIZAWA-COLEMAN SATOMI
305 GARDEN RD
TOWSON MD 21286

MARGARET GIST
7506 ROCKSHAM DR
TOWSON MD 21286

SORENSEN JANICE E
412 DONEGAL DR
TOWSON MD 21286

BEVERLY MOSLEY
7500 KNOLLWOOD
TOWSON MD 21286

JOHN BURKE
1004 STEVENSON LANE
TOWSON MD 21286

LYNN ROSS
7701 FAR HILLS DR
TOWSON MD 21286

PAUL HARTMAN
18 ½ CEDAR AVE
TOWSON MD 21286

JEANNE CLANCY
606 FAIRWAY
TOWSON MD 21286

BILL AND AMY ADAMS
910 RAPPAIX
TOWSON MD 21286

MIKE ERTEL
8955 GUILFORD RD #260
COLUMBIA MD 21046

ED KILCULLEN
100 MARYLAND AVE
TOWSON MD 21286

AL AND FAY CITRONE
909 RAPPAIX CT
TOWSON MD 21286

JANE KASK
709 FAIRWAY DR
TOWSON MD 21286

SUE CORNISH
213 GARDEN RD
TOWSON MD 21286

TERRY WESTHEAD
7517 KNOLLWOOD
TOWSON MD 21286

JEFF AND JILL LECLAIR
7505 ROCKSHAM DR
TOWSON MD 21286

JEFF LECLAIR
324 AIGBURTH RD
TOWSON MD 21286

CINDY SULLIVAN
7501 ROCKSHAM DR
TOWSON MD 21286

ELISE CLOYD
300 OAK LANE CT
TOWSON MD 21286

PATRICIA JAKELSKI
701 FAIRWAY DR
TOWSON MD 21286

CARIN SILER
41 E BURKE AVE
TOWSON MD 21286

CASSANDRA COLLINS
918 FAIRWAY DR
TOWSON MD 21286

KATHLEEN WILLIAMS
703 STONELEIGH RD
BALTIMORE MD 21212

ANGELA SHREWSBERRY
900 STEVENSON LN
TOWSON MD 21286

ELIZABETH KALE
61 BURKSHIRE RD
TOWSON MD 21286

PHYLLIS GRAY, PRESIDENT
WILTONDALE IMPROVE ASSN
PO BOX 10116
TOWSON MD 21285-0116

PATRICIA BECK
311 DONEGAL DRIVE
TOWSON MD 21286-7902

MICHAEL ERTEL, PRESIDENT
GTCCA INC
PO BOX 5421
TOWSON MD 21285-5421

J. DONALD GERDING
335 OLD TRAIL ROAD
BALTIMORE MD 21212

ELIZABETH KAHL, PRESIDENT
BURLEIGH SQUARE
COMMUNITY ASSOCN
PO BOX 6713
TOWSON MD 21285

FRANK WRIGLEY & PATRICIA
SULLIVAN
407 AIGBURTH DRIVE
TOWSON MD 21286-7902

MARY WHITE
7604 FAR HILLS DRIVE
TOWSON MD 21286

ROBERT VAUGHAN
817 FAIRWAY DRIVE
TOWSON MD 21286

RICHARD ZAPF
7501 FAR HILLS DRIVE
TOWSON MD 21286

PATRICIA SULLIVAN
909 FAIRWAY DRIVE
TOWSON MD 21286-7902

PAT FRANCE
7508 KNOLLWOOD ROAD
TOWSON MD 21286

KARL PFROMMER
319 REGESTER AVE
BALTIMORE MD 21213

WESOLOWSKI FRANK J
907 FAIRWAY DR
TOWSON MD 21286

SKARDA MILDRED AND JAMES
810 FAIRWAY DR
OWSON MD 21286

WOJCIECHOWSKI DIANE
503 FAIRWAY CT
TOWSON MD 21286

VAUPEL SUSAN SKINNER
900 FAIRWAY DR
TOWSON MD 21286

LAREAU ROSEMARY J
501 FAIRWAY CT
TOWSON MD 21286

FRANCIS TIERNEY
500 FAIRWAY CT
TOWSON MD 21286

ERICK PARSONS
412 WOODBINE AVE
TOWSON MD 21204

SUE THOMPSON
400 WASHINGTON AVE
TOWSON MD 21204

BARBER JOHN R AND SARA
7503 ROCKSHAM DR
TOWSON MD 21286

DOROTHY COLE
7512 KNOLLWOOD DR
TOWSON MD 21286

LOUISE WILLIAMS
907 RAPPAIX CT
TOWSON MD 21286

PATRICIA BLAKE
7405 KNOLLWOOD RD
TOWSON MD 21286

BRAD SEELEY
916 FAIRWAY DR
TOWSON MD 21286

TERRY MINTON
1104 STEVENSON LANE
TOWSON MD 21286

CARL KAPROWICZ
7503 KNOLLWOOD
TOWSON MD 21286

IN RE: PETITION FOR SPECIAL HEARING SW Corner of Knollwood Road and Garden Road **(7610 Knollwood Road)**	*	BEFORE THE DEPUTY
	*	ZONING COMMISSIONER
	*	OF BALTIMORE COUNTY
9th Election District 5th Councilmanic District Alexander Sulakvelidze	*	
Petitioner	*	Case No.: 07-294-SPH

* * * * * * * * * * * * * *

NOTICE OF APPEAL

ALEXANDER SULAKVELIDZE, 536 Hampton Lane, Towson, MD 21286, Appellant in the above captioned matter, by and through his attorney, J. Carroll Holzer and Holzer and Lee, feeling aggrieved by the decision of the Deputy Zoning Commissioner in Case No. 07-294-SPH, hereby note an appeal to the County Board of Appeals from Findings of Fact and Conclusions of Law of the Deputy Zoning Commissioner of Baltimore County dated March 8, 2007 attached hereto, and incorporated herein as **Exhibit #1**.

Filed concurrently with this Notice of Appeal is Appellants' check made payable to Baltimore County to cover the costs of the appeal. Appellant was a party below and fully participated in the proceedings.

Respectfully submitted,

J. CARROLL HOLZER, Esquire
Holzer & Lee
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
Attorney for Appellant

RECEIVED
APR 03 2007
Per.

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 7610 Knollwood Rd.
which is presently zoned DR 5.5

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 Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve AND 500.6

Petitioners request for a rooming/boarding house located at 7610 Knollwood Rd, Towson, MD, pursuant to B.C.Z.R, Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject lot along with a diagram of the number of bedrooms & bathrooms

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, 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.

J. CARROLL HOLZER
Name - Type or Print

Signature

508 FAIRMOUNT AVE 410 8256961
Address Telephone No.

TOWSON MD 21286
City State Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

J. Carroll Holzer, P.A.
508 Fairmount Ave.
Towson, MD 21286

Telephone No.

City State Zip Code

Legal Owner(s):

Alexander Sulakvelidze
Name - Type or Print

Alexander Sulakvelidze
Signature

Alexander Sulakvelidze
Name - Type or Print

Signature

536 Hampton LA 410-821-8857
Address Telephone No.

TOWSON MD 21286
City State Zip Code

Representative to be Contacted:

J. Carroll Holzer, P.A.
508 Fairmount Ave.
Towson, MD 21286

410-825-6961
Telephone No.

City State Zip Code

OFFICE USE ONLY

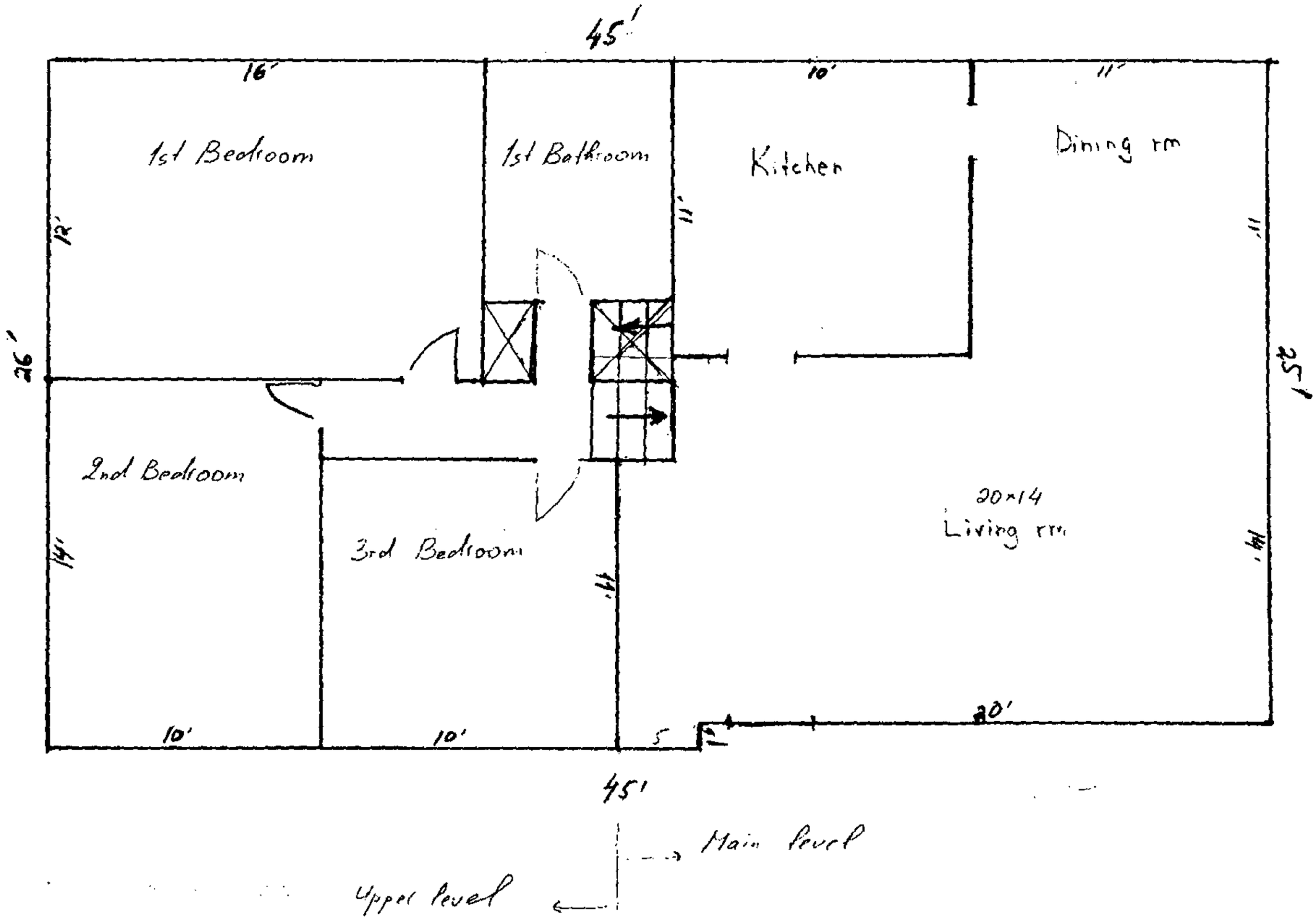
ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By BM Date 12/27/06

Case No. 07-294 SPH

RSU 9/15/98


45'
16'
10'
11'
1st Bedroom
1st Bathroom
Kitchen
Dining rm
12'
11'
11
26'
25'
2nd Bedroom
3rd Bedroom
20x14
Living rm
14'
14'
14'
10'
10'
5
20'
45'
Main level
Upper level

204

ZONING DESCRIPTION
#7610 KNOLLWOOD ROAD

BEGINNING at a point on the west side of Knollwood Road which is 100 feet wide at the distance of 30 feet south of the centerline of Garden Road which is 60 feet wide. Being Lot #6, Block A, Section #4 in the subdivision of "Donnybrook" as recorded in Baltimore County Plat Book #22, Folio #72, containing 7,280 square feet. Also known as #7610 Knollwood Road and located in the 9th Election District, 5th Councilmanic District.

STATE OF MARYLAND
MICHAEL VINCENT MOSKUNAS
PROFESSIONAL LAND SURVEYOR
NO. 21175

Michael V. Moskunas
Reg. No. 21175

Site Rite Surveying, Inc.
200 E. Joppa Road
Suite 101
Towson MD 21286
(410) 828-9060

File: 7610 Knollwood.doc

#294

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 23073

DATE 12/29/06 ACCOUNT R001-006-6150

AMOUNT $ 65.00

RECEIVED FROM: J. Carroll Holzer, Esq.

FOR: Special Hearing

294

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

Item #

PAID RECEIPT

BUSINESS	ACTUAL	TIME	DRW
12/29/2006	12/29/2006	10:36:51	2

REG MSO2 MAIL JEVA JEE
>>RECEIPT # 497300 12/29/2006 OFLH
Dept 5 528 ZONING VERIFICATION
CR NO. 023073
1 Rcpt Tot $65.00
$65.00 CK $.00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

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: # 07-294-SPH
7610 Knollwood Road
Southwest corner of Knollwood Road and Garden Road
9th Election District - 5th Councilmanic District
Legal Owner(s): Alexander Sulakveilidze

Special Hearing: to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R. Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject along with a diagram of the number of bedrooms and bathrooms.

Hearing: Friday, March 2, 2007 at 10:00 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.

2/214 Feb. 15 124807

CERTIFICATE OF PUBLICATION

2/15/, 2007

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 2/15/, 2007.

- [x] The Jeffersonian
- [ ] Arbutus Times
- [ ] Catonsville Times
- [ ] Towson Times
- [ ] Owings Mills Times
- [ ] NE Booster/Reporter
- [ ] North County News

S. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: Case No.: 07-294-SPH

Petitioner/Developer: A. SULAKELIDZE

Date of Hearing/Closing: MAR. 2, 2007

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

er the penalties of perjury that the necessary sign(s)

propery located at _____

OOD ROAD

TH

TH 2007

(Month, Day, Year)

Sincerely,

Garland E. Moore

(Signature of Sign Poster and Date)

GARLAND E. MOORE

(Printed Name)

3225 RYERSON CIRCLE

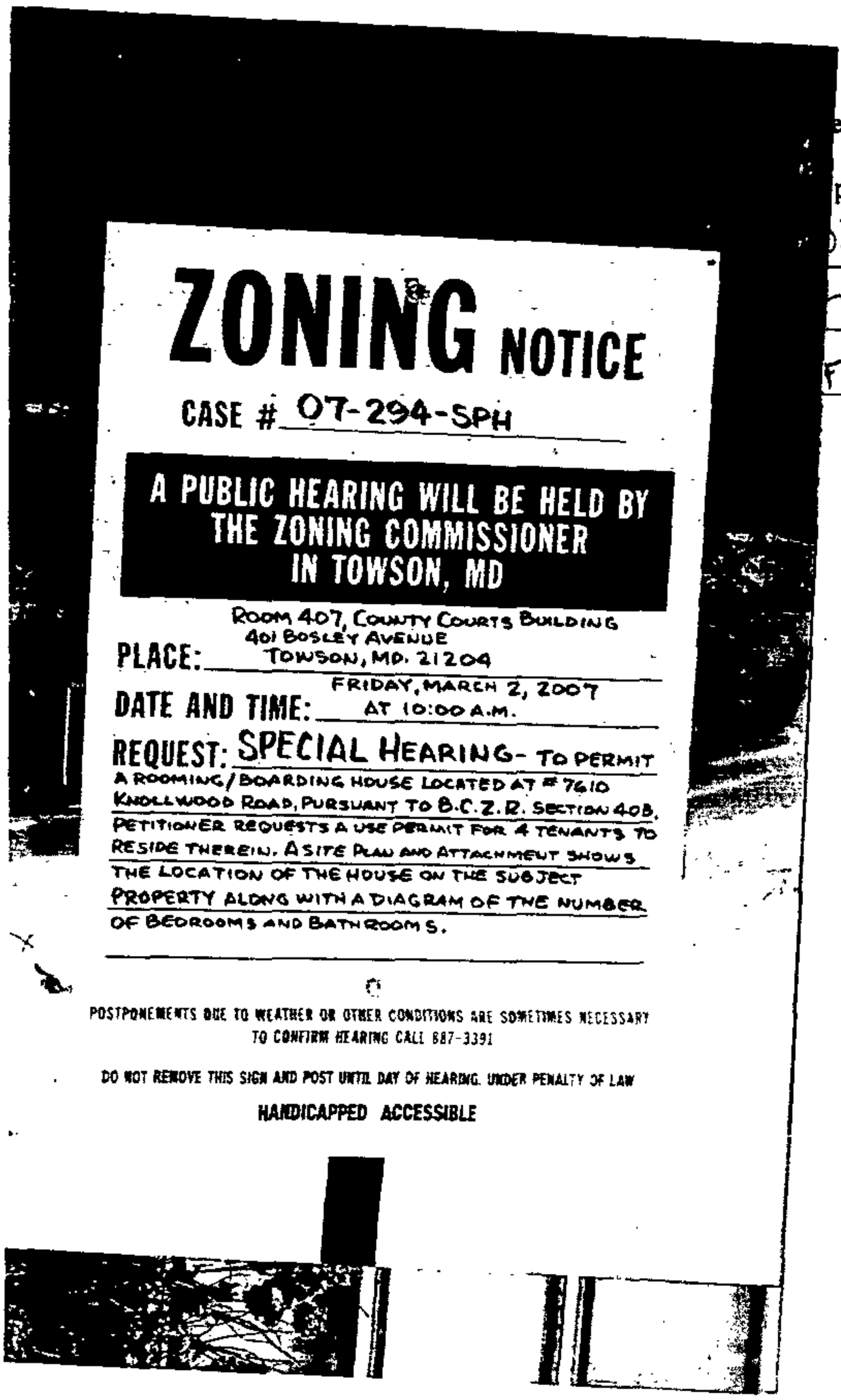
(Address)

BALTIMORE, MD. 21227

(City, State, Zip Code)

(410) 242-4263

(Telephone Number)



ZONING NOTICE

CASE # 07-294-SPH

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

PLACE: ROOM 407, COUNTY COURTS BUILDING 401 BOSLEY AVENUE TOWSON, MD. 21204

DATE AND TIME: FRIDAY, MARCH 2, 2007 AT 10:00 A.M.

REQUEST: SPECIAL HEARING- TO PERMIT A ROOMING/BOARDING HOUSE LOCATED AT # 7610 KNOLLWOOD ROAD, PURSUANT TO B.C.Z.R. SECTION 408. PETITIONER REQUESTS A USE PERMIT FOR 4 TENANTS TO RESIDE THEREIN. A SITE PLAN AND ATTACHMENT SHOWS THE LOCATION OF THE HOUSE ON THE SUBJECT PROPERTY ALONG WITH A DIAGRAM OF THE NUMBER OF BEDROOMS AND BATHROOMS.

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

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

HANDICAPPED ACCESSIBLE

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: 07-294-SPH

Petitioner: Alexander Sulakvelidze

Address or Location: 7610 Knollwood Rd.

PLEASE FORWARD ADVERTISING BILL TO:

Name: Alexander Sulakvelidze

Address: 536 Hampton Lane
Towson, MD 21286

Telephone Number: 410-821-8857

Revised 7/11/05 - SCJ

copy mailed to C. Holzer
12/28/06 BR

TO: PATUXENT PUBLISHING COMPANY
Tuesday, February 6, 2007 Issue - Jeffersonian

Please forward billing to:
Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

410-821-8857

NOTICE OF ZONING HEARING

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Southwest corner of Knollwood Road and Garden Road
9th Election District – 5th Councilmanic District
Legal Owner: Alexander Sulakvelidze

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Hearing: Wednesday, February 21, 2007 at 9:00 a.m. in Room 106, County Office Building, 111 West Chesapeake 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.

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

January 17, 2007
TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

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: 07-294-SPH
7610 Knollwood Road
Southwest corner of Knollwood Road and Garden Road
9th Election District – 5th Councilmanic District
Legal Owner: Alexander Sulakvelidze

Special Hearing to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R. Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject along with a diagram of the number of bedrooms and bathrooms.

Hearing: Wednesday, February 21, 2007 at 9:00 a.m. in Room 106, County Office Building, 111 West Chesapeake Avenue, Towson 21204

Timothy Kotroco

Timothy Kotroco
Director

TK:klm

C: J. Carroll Holzer, 508 Fairmount Avenue, Towson 21286
Alexander Sulakvelidze, 536 Hampton Lane, Towson 21286

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, FEBRUARY 6, 2007.**
(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, February 15, 2007 Issue - Jeffersonian

Please forward billing to:
Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

410-821-8857

CORRECTED 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: 07-294-SPH
7610 Knollwood Road
Southwest corner of Knollwood Road and Garden Road
9th Election District – 5th Councilmanic District
Legal Owner: Alexander Sulakvelidze

Special Hearing to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R. Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject along with a diagram of the number of bedrooms and bathrooms.

Hearing: Friday, March 2, 2007 at 10:00 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.

BALTIMORE COUNTY

MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

January 31, 2007

NEW 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: 07-294-SPH
7610 Knollwood Road
Southwest corner of Knollwood Road and Garden Road
9th Election District – 5th Councilmanic District
Legal Owner: Alexander Sulakvelidze

Special Hearing to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R. Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject along with a diagram of the number of bedrooms and bathrooms.

Hearing: Friday, March 2, 2007 at 10:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204

Timothy Kotroco

Timothy Kotroco
Director

TK:klm

C: J. Carroll Holzer, 508 Fairmount Avenue, Towson 21286
Alexander Sulakvelidze, 536 Hampton Lane, Towson 21286

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY THURSDAY, FEBRUARY 15, 2007.**
(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.

IN RE: PETITION FOR SPECIAL HEARING SW corner of Knollwood Road and Garden Road 9th Election District 5th Councilmanic District **(7610 Knollwood Road)**	* * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY
Alexander Sulakvelidze *Petitioner*	*	CASE NO. 07-294-SPH

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner on a Petition for Special Hearing for the property located at 7610 Knollwood Road. The Petition was filed by Alexander Sulakvelidze, legal property owner. Special Hearing relief is requested pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R., Section 408B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject lot along with a diagram of the number of bedrooms and bathrooms.

The property was posted with Notice of Hearing on February 15, 2007, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on February 15, 2007, to notify any interested persons of the scheduled hearing date.

Applicable Law

Section 500.7 of the B.C.Z.R. *Special Hearings.*

The Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall in his discretion be necessary for the proper enforcement of all zoning regulations, subject to the right of appeal to the County Board of Appeals. The power given hereunder shall include the right of any interested persons to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any non conforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they may be affected by these regulations.

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) Comments are made part of the record of this case and contain the following highlights: ZAC comments were received from the Office of Planning dated January 25, 2007. The Planning Office recommended denial of the use permit because the subject property is not the primary residence of the owner; the property is being occupied in its entirety for compensation to the owner; and utilizing a single family dwelling as a rooming/boarding house at this location would not be consistent with surrounding land uses. The comment noted the surrounding neighborhood of Knollwood-Donnybrook, along with nearby communities, have been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties and increasing transient populations; rooming or boarding houses in established single family neighborhoods would only exacerbate this issue; and the subject neighborhood is not designed to accommodate the associated burden of parking. A copy of these comments are incorporated herein and made a part hereof the file.

Interested Persons

Appearing at the hearing on behalf of the requested special hearing were Bernadette Moskunas from Site Rite Surveyors, who prepared the site plan and Alexander Sulakvelidze, the Petitioner. J. Carroll Holzer, Esquire, represented the Petitioner.

Appearing in opposition to the Petitioner's request were residents of the surrounding communities and also representatives of the surrounding community associations. These individuals are too numerous to mention to specifically identify herein. However, all have signed in on the Citizen and Protestant Sign-In Sheets. Reference is made to the sign-in sheets which are contained within the Hearing Officer's file

William Clark, Esquire, represented the protestants. People's Counsel, Peter Max Zimmerman, entered the appearance of his office in this case.

Testimony and Evidence

The subject property contains 7280 square feet zoned DR 5.5 and is improved by a single family dwelling. Ms. Moskunas indicated that the subject property is a corner lot located at the intersection of Garden Road and Knollwood Road. She indicated that the Petitioner would like to lease the house to four unrelated persons which would fall under the definition of a boarding house. Site layout was shown in Petitioner's exhibit 1.

She noted that the existing house on the property was constructed in the 1950's and that the property is located south of the Donnybrook apartment complex. The only modification to the site as it exists today would be to add four off street parking spaces to the rear yard with access to Garden Road as shown. She noted that a landscaping plan would be created for review by the County Landscape Architect and that there were no boarding houses adjacent to the property. She presented internal floor plans for the proposed use as Petitioner's exhibits 2 and 3. Finally she opined that there would be no adverse impact on the community if the use permit were granted in light of its location so close to the apartment complex to the north.

Upon questioning she admitted that she would need additional approval for the curb cut on Garden Road, the distance to the adjacent property (Cornish property) on Garden Road would be 10 feet and the distance to the Cornish home and an additional 12 feet. She indicated that no storm water management is required by the County for this project, and denied there were any other similar use permits issued in the area. She indicated that the regulations would not prohibit every other home in the community from requesting a use permit for a boarding house, that each could have four vehicles for tenants and that tenant might park on the street.

Mr. Sulakvelidze indicated that he owned the subject property, that he does not live in the existing house, and that he wishes to rent the house to four tenants. He reviewed the extensive renovations he has made to the property since purchasing it in 2005, and indicated he was unaware he needed a use permit to lease the house to the four tenants. He noted the great

demand for such housing in the area, reviewed his methods of screening tenants, opined there were no complaints regarding his four tenants from the neighborhood whose leases expire June 30, 2007. He indicated that he understands that he can lease the house to up to two tenants without a use permit.

While he acknowledged there could be problems when a neighborhood has many properties being leased to tenants, he suggested to the community representatives that the way to solve such problems are to bring these properties under the law. He noted that the law provides for significant protection for the community including compliance with the Livability Code and annual review by the County authorities. On the other hand he opined that not bringing leasing situations under the law will result in many illegal leases occurring given the pressure for housing particularly for students at nearby Towson University. He proposed six conditions which could be incorporated into the approval order to protect the community including one year approval for the use permit in the order for this case and his pledge to come to the community association annually to discuss problems and solutions.

Upon questioning he indicated that he did not live in the home which he proposes to lease, was somewhat aware of the problems in the general area with leasing to students, admitted that the County had cited the subject property for trash violation in the past and for operating a boarding house without a use permit. See protestants' exhibits 2 and 3. He indicated that he has annual leases, and that if the use permit is denied he could lease the house to a single family or two students.

Mr. Sulakvelidze indicated that his lease limits the number of guests and the time such guest may stay in his lease as shown in protestants' exhibit 4. He indicated his willingness to work with the community and reiterated his belief the problem of student housing should be controlled by allowing use permits which would bring the problem under control.

Mr. Riley, a nearby property owner, indicated his opposition to the request, presented photographs of the property and neighborhood as exhibit 5, noted that this house had increased foot and vehicle traffic in the fall of 2006 and that he has seen 5 or 6 vehicles belonging to people living or visiting the property since the Petitioner started leasing the property. He opined that zoning laws should protect the community, and expressed concern about students' behavior in other situations. He admitted that the four students living in the subject property have not been a problem.

Ms. Cornish, an adjacent property owner, expressed her opposition to the requested use permit, and indicated that granting same would set an unfortunate precedent allowing ever more student housing in the neighborhood to the detriment of the community such as has occurred in the Towson Manor community. She also noted that the four students now leasing the property were not a problem. She expressed concern that storm water would come from the proposed parking pad onto her property, and worried that landlords would not invest in rental properties causing decline in property values.

The following representatives of community associations expressed their opposition to the requested use permit: Ms. Citerone for the Knollwood Donnybrook Improvement Association who presented a petition in opposition to the request as protestants' exhibit 8; Mr. Kilcullen, for Towson Manor Village and for Greater Towson Community Council Association who recounted the devastating effect of investor landlords taking over more and more of his residential community and the pilot program recently began by the County to assist distressed communities like Towson Manor; Mr. Gerding for the Rogers Forge Community Association; Mr. Hartmans for Aigberth Manor Community Association; Ms Gray for the Wiltondale Improvement Association; and Mr. Parlakian for the Berkleigh Square Community Association.

Ms. Kask, a realtor familiar with the housing market in the area, described the Knollwood Donnybrook community including the small lot size for each single family dwelling and opined that property values will decline when many homes are leased.

Findings of Fact and Conclusions of Law

The Petitioner makes a point which I am sure the community associations have and will consider. He opines that it is better for the neighborhood to bring rentals under the law with annual reviews then to suffer the continuous stream of illegal rentals which will occur in communities in close proximity to Towson University. The problem is that there is no limit on the number of rentals which can occur. One of the protestants mentioned that Towson University has a plan to increase the number of students without a companion plan to supply housing for the new students. This policy, if it accurately reflects the Regents' position, simply places the burden on the nearby residential communities to absorb ever increasing numbers of rentals which as the representatives of Towson Manor have shown can lead to tipping the balance of residential communities from desirable and stable to unstable and in need of redevelopment.

It is clear that having the present four students rent the subject property will not adversely affect the community. It is also clear that student rental properties in large numbers will adversely affect the community as shown by Towson Manor's experience. So the question in this case is whether or not granting the requested use permit will set a precedent that will open the flood gates to student housing on every third house. While I do not think that student rental every third house will occur by granting this use permit, I agree that with the protestants that it would set a precedent which over time will adversely affect the community. Therefore I will deny the request.

That said I would like to make a suggestion for a process which may lead to a stable and tolerable situation. I accept that this Petitioner was unaware of the need for a use permit.

However the fact that this case arose in context of a zoning violation, means that a genuine offer of cooperation by the landlord to the community will be treated with distrust to say the least. Let's start over.

If the Petitioner is sincere in his desire to work with the community, I suggest he now start attending community association meetings. Secondly I also suggest the associations begin to develop guidelines for rentals which they will accept. Perhaps there would be a delineation of communities impacted around the University, and/or a limit on density of rentals, and/or a process for rapid resolving of complaints, etc. Hopefully the Petitioner will be invited to participate in creating these guidelines. Finally I suggest that all approach the University Regents to provide housing for students attending the University.

Pursuant to the advertisement, posting of the property, and public hearing on this petition held, and after considering the testimony and evidence offered by the Petitioner, I find that the Petitioners' request for special hearing should be denied.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 8th day of March, 2007, that the Petitioners' request for Special Hearing relief filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R., Section 408B four tenants is hereby DENIED.

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

John V. Murphy

JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

JVM:pz

NOTIFICATION LIST - Case No. 07-294-SPH Alexander Sulakvelidze

c:
J CARROLL HOLZER ESQUIRE, HOLZER & LEE, 508 FAIRMOUNT AVENUE. TOWSON, MD, 21286

ALEXANDER SULAKVELIDZE, 536 HAMPTON LANE, TOWSON, MD, 21286

PHYLLIS GRAY PRESIDENT, WILTONDALE IMPROVEMENT ASSN, PO BOX 10116,, TOWSON, MD, 21285

ELIZABETH KAHL PRESIDENT, BURLEIGH SQUARE COMMUNITY ASSN, PO BOX 6713, , TOWSON, MD, 21285

MICHAEL ERTL PRESIDENT, GTCCA INC, PO BOX 5421, , TOWSON, MD, 21285

ED KILCULLEN, 100 MARYLAND AVENUE , TOWSON, MD, 21286

C WILLIAM CLARK ESQUIRE, NOLAN PLUMHOFF & WILLIAMS CHTD, SUITE 700 NOTTINGHAM CENTRE, 502 WASHINGTON AVENUE, TOWSON, MD, 21204-4528

FAY CITERONE, KNOLLWOOD DONNYBROOK IMP ASSN, PO BOX 19131, , TOWSON, MD, 21284

DAVID W RILEY, 7609 KNOLLWOOD ROAD , TOWSON, MD, 21286

JANE KASK, 709 FAIRWAY DRIVE , TOWSON, MD, 21286

SUE K CORNISH, 213 GARDEN ROAD, TOWSON, MD, 21286

BERNADETTE MOSKUNAS, SITE-RITE SURVEYING INC, 200 E JOPPA ROAD, ROOM 101, TOWSON, MD, 21286

J DONALD GERDING, 305 OLD TRAIL ROAD, BALTIMORE, MD, 21212

Office of People's Counsel
Planning Director
Zoning Commissioner
Sophia Jennings, Code Enforcement Officer /PDM /CC-06-8634
Rick Wisnom, Hearing Officer /PDM
Timothy Kotroco, Director /PDM

IN THE MATTER OF THE APPLICATION OF ALEXANDER SULAKVELIDZE – LEGAL OWNER /PETITIONER FOR SPECIAL HEARING ON PROPERTY LOCATED ON THE SE/COR OF KNOLLWOOD ROAD AND GARDEN ROAD (7610 KNOLLWOOD ROAD)	* * * *	BEFORE THE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY
9TH ELECTION DISTRICT 5TH COUNCILMANIC DISTRICT	*	CASE NO. 07-294-SPH

* * * * * * * * * * *

ORDER OF DISMISSAL

This matter comes to the Board of Appeals by way of an appeal filed by J. Carroll Holzer, Esquire, on behalf of Alexander Sulakvelidze, Legal Owner /Petitioner, from a decision of the Deputy Zoning Commissioner dated March 8, 2007 in which the requested Petition for Special Hearing was denied.

WHEREAS, the Board is in receipt of a letter of withdrawal of appeal filed via facsimile on July 17, 2007 by J. Carroll Holzer, Esquire, on behalf of Alexander Sulakvelidze, Petitioner /Appellant (a copy of which is attached hereto and made a part hereof); and

WHEREAS, said Counsel for Petitioner /Appellant requests that the appeal taken in this matter be withdrawn and dismissed as of July 17, 2007;

IT IS THEREFORE ORDERED this 27th day of July, 2007 by the County Board of Appeals of Baltimore County that the appeal taken in Case No. 07-294-SPH be and the same is hereby **DISMISSED**.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

Margaret Brassil, Ph.D., Chairperson

Lawrence M. Stahl

Lawrence S. Wescott

HOLZER & LEE

LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
[redacted]
jcholzer@cavtel.net

July 17, 2007
#7676

RECEIVED
JUL 17 2007
BALTIMORE COUNTY
BOARD OF APPEALS

Via Fax 410-887-3182
Ms. Margaret Brassil, Chair
Baltimore County Board of Appeals
400 Washington Avenue
Room 49
Towson, Maryland 21204

RE: In the Matter of: 7610 Knollwood Road
Petition for Special Hearing
Case No.: 07-294-SPH

Dear Ms. Brassil:

Attached you will find a Notice of Withdrawal of Appeal for my client, Alexander Sulakvelidze. When we filed the appeal in April, we also paid for the posting of the property. Since the appeal has been withdrawn, my client would like a refund of the posting cost.

Thank you for your assistance.

Very truly yours,

J. Carroll Holzer

JCH:mlg

cc: A. Sulakvelidze

IN RE: PETITION FOR SPECIAL HEARING SW Corner of Knollwood Road and Garden Road **(7610 Knollwood Road)** 9th Election District 5th Councilmanic District Alexander Sulakvelidze *Petitioner*	* * * * * *	BEFORE THE BOARD OF APPEALS OF BALTIMORE COUNTY Case No.: 07-294-SPH

* * * * * * * * * * * * * *

NOTICE OF WITHDRAWAL OF APPEAL

ALEXANDER SULAKVELIDZE, 536 Hampton Lane, Towson, MD 21286, Appellant in the above captioned matter, by and through his attorney, J. Carroll Holzer and Holzer and Lee, herewith withdraws his appeal in Case No. 07-294-SPH filed on April 3, 2007 effective immediately. Appellant is not aware that this case has been set in for a hearing.

Respectfully submitted,

J. CARROLL HOLZER, Esquire
Holzer & Lee
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
Attorney for Appellant

LAW OFFICE
HOLZER AND LEE
THE LOG BUILDING
508 FAIRMOUNT AVENUE
TOWSON MARYLAND
21286
(410) 825-6961
FAX: (410) 825-4923

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of July, 2007, a copy of the foregoing Notice of Withdrawal of Appeal was mailed first class, postage pre-paid to: C. William Clark, Esquire, Nolan, Plumhoff & Williams, Suite 700, 502 Washington Ave., Towson, MD 21204; Phyllis Gray, President, Wiltondale Improvement Assn., P.O. Box 10116, Towson, MD 21285; Elizabeth Kahl, President, Burleigh Square Comm. Assn., P.O. Box 6713, Towson, MD 21285; Michael Ertel, President, GTCCA, Inc., P.O. Box 5421, Towson, MD 21285; Ed Kilcullen, 100 Maryland Ave., Towson, MD 21286; County Board of Appeals, Basement Old Court House, 400 Washington Ave., Towson, MD 21204; and People's Counsel for Baltimore County, Basement, Old Courthouse, 400 Washington Ave., Towson, M, 21204.

J. CARROLL HOLZER, Esquire

C:\My Docs\Notices Withdrawal 2007\Sulakvelidze CBA 7-17-07

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

July 27, 2007

J. Carroll Holzer, Esquire
508 Fairmount Avenue
Towson, MD 21286

RE: *In the Matter of: Alexander Sulakvelidze*
Case No. 07-294-SPH /Order of Dismissal

Dear Mr. Holzer:

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

Very truly yours,

Kathleen C. Bianco

Kathleen C. Bianco
Administrator

Enclosure

c: Phyllis Gray, President /Wiltondale Imp. Assn.
Elizabeth Kahl, President /Burleigh Sq. Comm. Assn.
Michael Ertl, President /GTCCA Inc.
Ed Kilcullen
C. William Clark, Esquire
Fay Citerone /Knollwood Donnybrook Imp Assn
David W. Riley
Jane Kask
Sue K. Cornish
Bernadette Moskunas /Site Rite Surveying
J. Donald Gerding
Office of People's Counsel
William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Sophie Jennings /Code Enforcement / **CC-06-8634**
Rick Wisnom, Hearing Code Official /PDM
Timothy M. Kotroco, Director /PDM

Printed with Soybean Ink
on Recycled Paper

Case No. 07-294-SPH

In the Matter of: Alexander Sulakvelidze –Legal Owner /Petitioner 7610 Knollwood Road
9th E; 5th C

3/08/2007 – D.Z.C.'s decision in which requested special hearing relief was DENIED.

7/17/07 - Letter of withdrawal of appeal filed via facsimile by J. Carroll Holzer, Esquire, on behalf of Alexander Sulakvelidze, Legal Owner /Petitioner /Appellant. Order of Dismissal to be issued.

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

April 24, 2007

J. Carroll Holzer, P.A.
508 Fairmount Avenue
Towson, MD 21286

RECEIVED
APR 25 2007
BALTIMORE COUNTY
BOARD OF APPEALS

Dear Mr. Holzer:

RE: Case: 07-295-SPH, 7610 Knollwood Road

Dear Mr. Holzer

Please be advised that appeal your appeal for the above-referenced case was filed in this office on April 3, 2007. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

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

Sincerely,

Timothy Kotroco

Timothy Kotroco
Director

TK:amf

c: William J. Wiseman III, Zoning Commissioner
Timothy Kotroco, Director of PDM
People's Counsel
Alexander Sulakvelidze 536 Hampton Lane Towson 21286
Bernadette Moskunas Site-Rite Surveying, Inc. 200 E. Joppa Road, Room 101 Towson 21286
Phyllis Gray, President Wiltondale Improvement Assn. P.O. Box 10116 Towson 21285-0116
J. Donald Gerding 335 Old Trail Road Baltimore 21212
Mary White 7604 Far Hills Drive Towson 21286
Patricia Sullivan 909 Fairway Drive Towson 21286-7902

Frank J. Wesolowski 907 Fairway Drive Towson 21286
Susan Skinner Vaupel 900 Fairway Drive Towson 21286
Erick Parsons 412 Woodbine Avenue Towson 21204
Dorothy Cole 7512 Knollwood Drive Towson 21286
Brad Seeley 916 Fairway Drive Towson 21286
Patricia Beck 311 Donegal Drive Towson 21286-7902
Elizabeth Kahl, President Burleigh Square Community Assn. P.O. Box 6713 Towson 21285
Robert Vaughn 817 Fairway Drive Towson 21286
Pat France 7508 Knollwood Road Towson 21286
Mildred and James Skarda 810 Fairway Drive Towson 21286
Rosemary J. Lareau 501 Fairway Court Towson 21286
Sue Thompson 400 Washington Avenue Towson 21204
Louise Williams 907 Rappaix Court Towson 21286
Terry Minton 1104 Stevenson Lane Towson 21286
Michael Ertel, President GTCCA, Inc. P.O. Box 5421 Towson 21285-5421
Frank Wigley Patricia Sullivan 407 AigburthTowson 21286-7902
Richard Zapf 7501 Far Hills Drive Towson 21286
Karl Pfrommer 319 Regester Avenue Baltimore 21213
Diane Wojciechowski 503 Fairway Court Towson 21286
Francis Tierney 500 Fairway Court Towson 21286
John R. Barber Sara Barber 7503 Rocksham Drive Towson 21286
Patricia Blake 7405 Knollwood Road Towson 21286
Carl Kaprowicz 7503 Knollwood Road Towson 21286
Carolyn Williams 738 Weatherbee Towson 21286
David Riley 7609 Knollwood Road Towson 21286
Margaret Gist 7506 Rocksham Drive Towson 21286
John Burke 1004 Stevenson Lane Towson 21286
Jeanne Clancy 606 Fairway Towson 21286
Ed Kilcullen 100 Maryland Avenue Towson 21286
Sue Cornish 213 Garden Road Towson 21286
Jeff Leclair 324 Aigburth Road Towson 21286
Patricia Jakelski 701 Fairway Drive Towson 21286
Kathleen Williams 703 Stoneleigh Road Baltimore 21212
Phyllis Gray 639 Coventry Road Towson 21286
Regina M. Sweiger 304 Oak Lane Court Towson 21286
Janice E. Sorensen 412 Donegal Drive Towson 21286
Lynn Ross 7701 Far Hills Drive Towson 21286
Bill and Amy Adams 910 Rappaix Towson 21286
Al and Fay Citrone 909 Rappaix Court Towson 21286
Terry Westhead 7517 Knollwood Towson 21286

Called to verify initials

Cindy Sullivan 7501 Rocksham Drive Towson 21286
Carin Siler 41 E. Burke Avenue Towson 21286
Angela Shewsberry 900 Stevenson Lane Towson 21286
Christia J. Raborn 601 Wilton Road Towson 21286
Satomi Nishizawa-Coleman 305 Garden Road Towson 21286
Beverly Mosley 7500 Knollwood Towson 21286
Paul Hartman 18 ½ Cedar Lane Towson 21286
Mike Ertel 8955 Guilford Road #260 Columbia 21046
Jane Kask 709 Fairway Drive Towson 21286
Jeff and Jill Leclair 7505 Rocksham Drive Towson 21286
Elise Cloyd 300 Oak Lane Court Towson 21286
Cassandra Collins 918 Fairway Drive Towson 21286
Elizabeth Kale 61 Burkshire Road Towson 21286

IN RE: PETITION FOR SPECIAL HEARING SW corner of Knollwood Road and Garden Road 9th Election District 5th Councilmanic District **(7610 Knollwood Road)**	* * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY
Alexander Sulakvelidze *Petitioner*	*	CASE NO. 07-294-SPH

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner on a Petition for Special Hearing for the property located at 7610 Knollwood Road. The Petition was filed by Alexander Sulakvelidze, legal property owner. Special Hearing relief is requested pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R., Section 408B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject lot along with a diagram of the number of bedrooms and bathrooms.

The property was posted with Notice of Hearing on February 15, 2007, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on February 15, 2007, to notify any interested persons of the scheduled hearing date.

Applicable Law

Section 500.7 of the B.C.Z.R. *Special Hearings.*

The Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall in his discretion be necessary for the proper enforcement of all zoning regulations, subject to the right of appeal to the County Board of Appeals. The power given hereunder shall include the right of any interested persons to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any non conforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they may be affected by these regulations.

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) Comments are made part of the record of this case and contain the following highlights: ZAC comments were received from the Office of Planning dated January 25, 2007. The Planning Office recommended denial of the use permit because the subject property is not the primary residence of the owner; the property is being occupied in its entirety for compensation to the owner; and utilizing a single family dwelling as a rooming/boarding house at this location would not be consistent with surrounding land uses. The comment noted the surrounding neighborhood of Knollwood-Donnybrook, along with nearby communities, have been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties and increasing transient populations; rooming or boarding houses in established single family neighborhoods would only exacerbate this issue; and the subject neighborhood is not designed to accommodate the associated burden of parking. A copy of these comments are incorporated herein and made a part hereof the file.

Interested Persons

Appearing at the hearing on behalf of the requested special hearing were Bernadette Moskunas from Site Rite Surveyors, who prepared the site plan and Alexander Sulakvelidze, the Petitioner. J. Carroll Holzer, Esquire, represented the Petitioner.

Appearing in opposition to the Petitioner's request were residents of the surrounding communities and also representatives of the surrounding community associations. These individuals are too numerous to mention to specifically identify herein. However, all have signed in on the Citizen and Protestant Sign-In Sheets. Reference is made to the sign-in sheets which are contained within the Hearing Officer's file

William Clark, Esquire, represented the protestants. People's Counsel, Peter Max Zimmerman, entered the appearance of his office in this case.

Testimony and Evidence

The subject property contains 7280 square feet zoned DR 5.5 and is improved by a single family dwelling. Ms. Moskunas indicated that the subject property is a corner lot located at the intersection of Garden Road and Knollwood Road. She indicated that the Petitioner would like to lease the house to four unrelated persons which would fall under the definition of a boarding house. Site layout was shown in Petitioner's exhibit 1.

She noted that the existing house on the property was constructed in the 1950's and that the property is located south of the Donnybrook apartment complex. The only modification to the site as it exists today would be to add four off street parking spaces to the rear yard with access to Garden Road as shown. She noted that a landscaping plan would be created for review by the County Landscape Architect and that there were no boarding houses adjacent to the property. She presented internal floor plans for the proposed use as Petitioner's exhibits 2 and 3. Finally she opined that there would be no adverse impact on the community if the use permit were granted in light of its location so close to the apartment complex to the north.

Upon questioning she admitted that she would need additional approval for the curb cut on Garden Road, the distance to the adjacent property (Cornish property) on Garden Road would be 10 feet and the distance to the Cornish home and an additional 12 feet. She indicated that no storm water management is required by the County for this project, and denied there were any other similar use permits issued in the area. She indicated that the regulations would not prohibit every other home in the community from requesting a use permit for a boarding house, that each could have four vehicles for tenants and that tenant might park on the street.

Mr. Sulakvelidze indicated that he owned the subject property, that he does not live in the existing house, and that he wishes to rent the house to four tenants. He reviewed the extensive renovations he has made to the property since purchasing it in 2005, and indicated he was unaware he needed a use permit to lease the house to the four tenants. He noted the great

demand for such housing in the area, reviewed his methods of screening tenants, opined there were no complaints regarding his four tenants from the neighborhood whose leases expire June 30, 2007. He indicated that he understands that he can lease the house to up to two tenants without a use permit.

While he acknowledged there could be problems when a neighborhood has many properties being leased to tenants, he suggested to the community representatives that the way to solve such problems are to bring these properties under the law. He noted that the law provides for significant protection for the community including compliance with the Livability Code and annual review by the County authorities. On the other hand he opined that not bringing leasing situations under the law will result in many illegal leases occurring given the pressure for housing particularly for students at nearby Towson University. He proposed six conditions which could be incorporated into the approval order to protect the community including one year approval for the use permit in the order for this case and his pledge to come to the community association annually to discuss problems and solutions.

Upon questioning he indicated that he did not live in the home which he proposes to lease, was somewhat aware of the problems in the general area with leasing to students, admitted that the County had cited the subject property for trash violation in the past and for operating a boarding house without a use permit. See protestants' exhibits 2 and 3. He indicated that he has annual leases, and that if the use permit is denied he could lease the house to a single family or two students.

Mr. Sulakvelidze indicated that his lease limits the number of guests and the time such guest may stay in his lease as shown in protestants' exhibit 4. He indicated his willingness to work with the community and reiterated his belief the problem of student housing should be controlled by allowing use permits which would bring the problem under control.

Mr. Riley, a nearby property owner, indicated his opposition to the request, presented photographs of the property and neighborhood as exhibit 5, noted that this house had increased foot and vehicle traffic in the fall of 2006 and that he has seen 5 or 6 vehicles belonging to people living or visiting the property since the Petitioner started leasing the property. He opined that zoning laws should protect the community, and expressed concern about students' behavior in other situations. He admitted that the four students living in the subject property have not been a problem.

Ms. Cornish, an adjacent property owner, expressed her opposition to the requested use permit, and indicated that granting same would set an unfortunate precedent allowing ever more student housing in the neighborhood to the detriment of the community such as has occurred in the Towson Manor community. She also noted that the four students now leasing the property were not a problem. She expressed concern that storm water would come from the proposed parking pad onto her property, and worried that landlords would not invest in rental properties causing decline in property values.

The following representatives of community associations expressed their opposition to the requested use permit: Ms. Citerone for the Knollwood Donnybrook Improvement Association who presented a petition in opposition to the request as protestants' exhibit 8; Mr. Kilcullen, for Towson Manor Village and for Greater Towson Community Council Association who recounted the devastating effect of investor landlords taking over more and more of his residential community and the pilot program recently began by the County to assist distressed communities like Towson Manor; Mr. Gerding for the Rogers Forge Community Association; Mr. Hartmans for Aigberth Manor Community Association; Ms Gray for the Wiltondale Improvement Association; and Mr. Parlakian for the Berkleigh Square Community Association.

Ms. Kask, a realtor familiar with the housing market in the area, described the Knollwood Donnybrook community including the small lot size for each single family dwelling and opined that property values will decline when many homes are leased.

Findings of Fact and Conclusions of Law

The Petitioner makes a point which I am sure the community associations have and will consider. He opines that it is better for the neighborhood to bring rentals under the law with annual reviews then to suffer the continuous stream of illegal rentals which will occur in communities in close proximity to Towson University. The problem is that there is no limit on the number of rentals which can occur. One of the protestants mentioned that Towson University has a plan to increase the number of students without a companion plan to supply housing for the new students. This policy, if it accurately reflects the Regents' position, simply places the burden on the nearby residential communities to absorb ever increasing numbers of rentals which as the representatives of Towson Manor have shown can lead to tipping the balance of residential communities from desirable and stable to unstable and in need of redevelopment.

It is clear that having the present four students rent the subject property will not adversely affect the community. It is also clear that student rental properties in large numbers will adversely affect the community as shown by Towson Manor's experience. So the question in this case is whether or not granting the requested use permit will set a precedent that will open the flood gates to student housing on every third house. While I do not think that student rental every third house will occur by granting this use permit, I agree that with the protestants that it would set a precedent which over time will adversely affect the community. Therefore I will deny the request.

That said I would like to make a suggestion for a process which may lead to a stable and tolerable situation. I accept that this Petitioner was unaware of the need for a use permit.

However the fact that this case arose in context of a zoning violation, means that a genuine offer of cooperation by the landlord to the community will be treated with distrust to say the least. Let's start over.

If the Petitioner is sincere in his desire to work with the community, I suggest he now start attending community association meetings. Secondly I also suggest the associations begin to develop guidelines for rentals which they will accept. Perhaps there would be a delineation of communities impacted around the University, and/or a limit on density of rentals, and/or a process for rapid resolving of complaints, etc. Hopefully the Petitioner will be invited to participate in creating these guidelines. Finally I suggest that all approach the University Regents to provide housing for students attending the University.

Pursuant to the advertisement, posting of the property, and public hearing on this petition held, and after considering the testimony and evidence offered by the Petitioner, I find that the Petitioners' request for special hearing should be denied.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 8th day of March, 2007, that the Petitioners' request for Special Hearing relief filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R., Section 408B four tenants is hereby DENIED.

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

John V. Murphy

JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

JVM:pz

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

March 8, 2007

ALEXANDER SULAKVELIDZE
536 HAMPTON LANE
TOWSON MD 21286

Re: Petition for Special Hearing
Case No. 07-294-SPH
Property: 7610 Knollwood Road

Dear Mr. Sulakvelidze:

Enclosed please find the decision rendered in the above-captioned case.

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,

John V. Murphy
Deputy Zoning Commissioner
for Baltimore County

JVM:pz

Enclosure

c: J. Carroll Holzer, Esquire, Holzer & Lee, 508 Fairmount Avenue, Towson, MD 21286
Bernadette Moskunas, Site Rite Surveying, Inc., 200 East Joppa Road, Room 101, Towson MD 21286
Please See Attached List

CAROLYN WILLIAMS
738 WEATHERBEE
TOWSON MD 21286

PHYLLIS GRAY
639 COVENTRY RD
TOWSON MD 21286

RABORN CHRISTIA J
601 WILTON RD
TOWSON MD 21286

DAVID RILEY
7609 KNOLLWOOD
TOWSON MD 21286

SWEIGER REGINA M
304 OAK LANE CT
TOWSON MD 21286

NISHIZAWA-COLEMAN SATOMI
305 GARDEN RD
TOWSON MD 21286

MARGARET GIST
7506 ROCKSHAM DR
TOWSON MD 21286

SORENSEN JANICE E
412 DONEGAL DR
TOWSON MD 21286

BEVERLY MOSLEY
7500 KNOLLWOOD
TOWSON MD 21286

JOHN BURKE
1004 STEVENSON LANE
TOWSON MD 21286

LYNN ROSS
7701 FAR HILLS DR
TOWSON MD 21286

PAUL HARTMAN
18 ½ CEDAR AVE
TOWSON MD 21286

JEANNE CLANCY
606 FAIRWAY
TOWSON MD 21286

BILL AND AMY ADAMS
910 RAPPAIX
TOWSON MD 21286

MIKE ERTEL
8955 GUILFORD RD #260
COLUMBIA MD 21046

ED KILCULLEN
100 MARYLAND AVE
TOWSON MD 21286

AL AND FAY CITRONE
909 RAPPAIX CT
TOWSON MD 21286

JANE KASK
709 FAIRWAY DR
TOWSON MD 21286

SUE CORNISH
213 GARDEN RD
TOWSON MD 21286

TERRY WESTHEAD
7517 KNOLLWOOD
TOWSON MD 21286

JEFF AND JILL LECLAIR
7505 ROCKSHAM DR
TOWSON MD 21286

JEFF LECLAIR
324 AIGBURTH RD
TOWSON MD 21286

CINDY SULLIVAN
7501 ROCKSHAM DR
TOWSON MD 21286

ELISE CLOYD
300 OAK LANE CT
TOWSON MD 21286

PATRICIA JAKELSKI
701 FAIRWAY DR
TOWSON MD 21286

CARIN SILER
41 E BURKE AVE
TOWSON MD 21286

CASSANDRA COLLINS
918 FAIRWAY DR
TOWSON MD 21286

KATHLEEN WILLIAMS
703 STONELEIGH RD
BALTIMORE MD 21212

ANGELA SHREWSBERRY
900 STEVENSON LN
TOWSON MD 21286

ELIZABETH KALE
61 BURKSHIRE RD
TOWSON MD 21286

PHYLLIS GRAY, PRESIDENT
WILTONDALE IMPROVE ASSN
PO BOX 10116
TOWSON MD 21285-0116

PATRICIA BECK
311 DONEGAL DRIVE
TOWSON MD 21286-7902

MICHAEL ERTEL, PRESIDENT
GTCCA INC
PO BOX 5421
TOWSON MD 21285-5421

J. DONALD GERDING
335 OLD TRAIL ROAD
BALTIMORE MD 21212

ELIZABETH KAHL, PRESIDENT
BURLEIGH SQUARE
COMMUNITY ASSOCN
PO BOX 6713
TOWSON MD 21285

FRANK WRIGLEY & PATRICIA
SULLIVAN
407 AIGBURTH DRIVE
TOWSON MD 21286-7902

MARY WHITE
7604 FAR HILLS DRIVE
TOWSON MD 21286

ROBERT VAUGHAN
817 FAIRWAY DRIVE
TOWSON MD 21286

RICHARD ZAPF
7501 FAR HILLS DRIVE
TOWSON MD 21286

PATRICIA SULLIVAN
909 FAIRWAY DRIVE
TOWSON MD 21286-7902

PAT FRANCE
7508 KNOLLWOOD ROAD
TOWSON MD 21286

KARL PFROMMER
319 REGESTER AVE
BALTIMORE MD 21213

WESOLOWSKI FRANK J
907 FAIRWAY DR
TOWSON MD 21286

SKARDA MILDRED AND JAMES
810 FAIRWAY DR
OWSON MD 21286

WOJCIECHOWSKI DIANE
503 FAIRWAY CT
TOWSON MD 21286

VAUPEL SUSAN SKINNER
900 FAIRWAY DR
TOWSON MD 21286

LAREAU ROSEMARY J
501 FAIRWAY CT
TOWSON MD 21286

FRANCIS TIERNEY
500 FAIRWAY CT
TOWSON MD 21286

ERICK PARSONS
412 WOODBINE AVE
TOWSON MD 21204

SUE THOMPSON
400 WASHINGTON AVE
TOWSON MD 21204

BARBER JOHN R AND SARA
7503 ROCKSHAM DR
TOWSON MD 21286

DOROTHY COLE
7512 KNOLLWOOD DR
TOWSON MD 21286

LOUISE WILLIAMS
907 RAPPAIX CT
TOWSON MD 21286

PATRICIA BLAKE
7405 KNOLLWOOD RD
TOWSON MD 21286

BRAD SEELEY
916 FAIRWAY DR
TOWSON MD 21286

TERRY MINTON
1104 STEVENSON LANE
TOWSON MD 21286

CARL KAPROWICZ
7503 KNOLLWOOD
TOWSON MD 21286

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 7610 Knollwood Rd.
which is presently zoned DR 5.5

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 Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve AND 500.6

Petitioners request for a rooming/boarding house located at 7610 Knollwood Rd, Towson, MD, pursuant to B.C.Z.R, Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject lot along with a diagram of the number of bedrooms & bathrooms

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, 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.

Legal Owner(s):

Alexander Sulakvelidze
Name - Type or Print

Alexander Sulakvelidze
Signature

Alexander Sulakvelidze
Name - Type or Print

Signature

536 Hampton La 410-821-8857
Address Telephone No.

Towson MD 21286
City State Zip Code

J. CARROLL HOLZER
Name - Type or Print

Signature

508 Fairmount Ave 4108256961
Address Telephone No.

Towson MD 21286
City State Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

J. Carroll Holzer, P.A.
508 Fairmount Ave
Towson, MD 21286
City State Zip Code

Telephone No.

Representative to be Contacted:

J. Carroll Holzer, P.A.
508 Fairmount Ave.
Towson, MD 21286
Address

410-825-6961
Telephone No.

City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

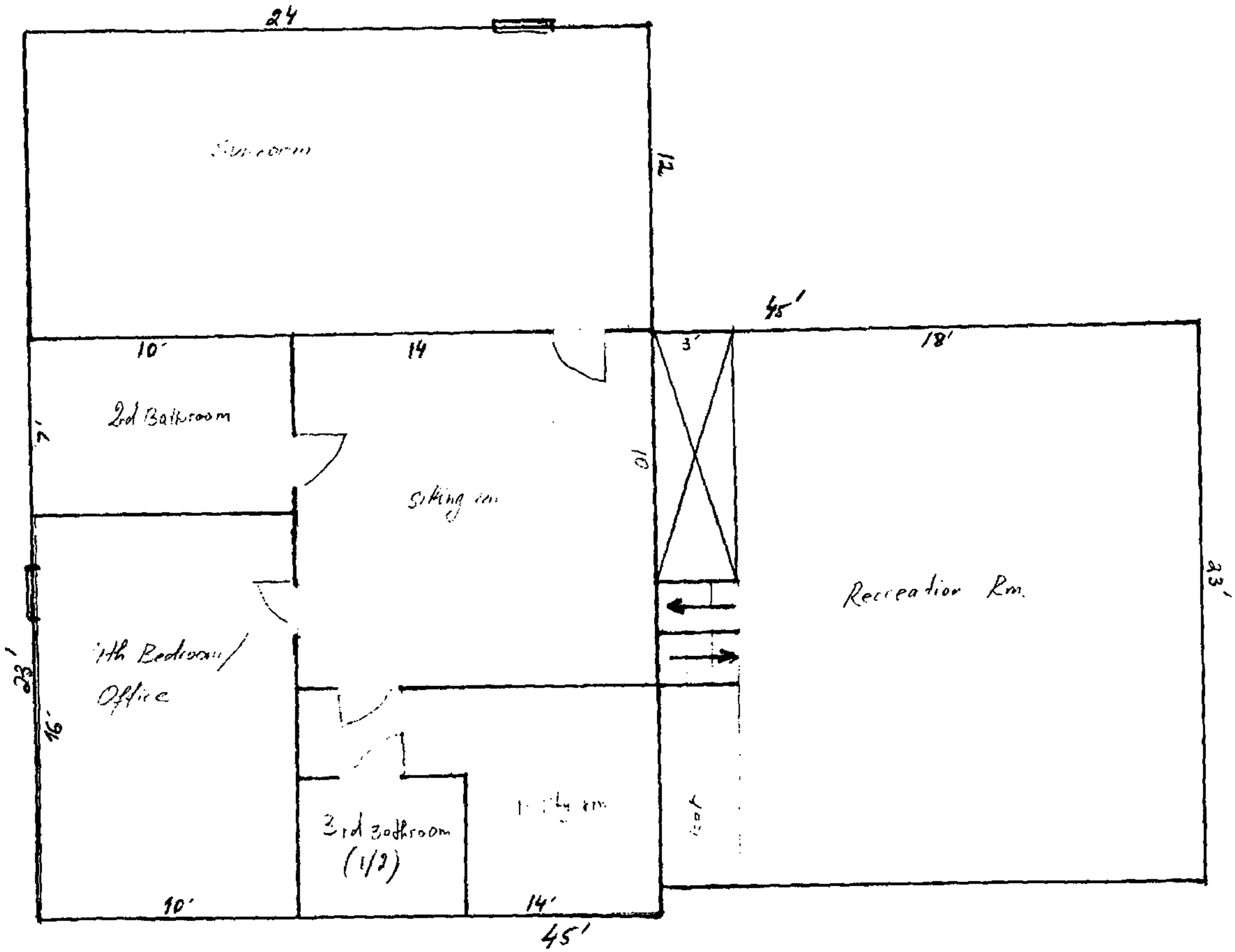
UNAVAILABLE FOR HEARING _____

Reviewed By BN Date 12/27/06

Case No. 07-294-SPH

REV 9/15/98

#294



Ground level → Lower level

ZONING DESCRIPTION
#7610 KNOLLWOOD ROAD

BEGINNING at a point on the west side of Knollwood Road which is 100 feet wide at the distance of 30 feet south of the centerline of Garden Road which is 60 feet wide. Being Lot #6, Block A, Section #4 in the subdivision of "Donnybrook" as recorded in Baltimore County Plat Book #22, Folio #72, containing 7,280 square feet. Also known as #7610 Knollwood Road and located in the 9th Election District, 5th Councilmanic District.

STATE OF MARYLAND
MICHAEL VINCENT MOSKUNAS
NO. 21175
PROFESSIONAL LAND SURVEYOR

Michael V. Moskunas
Reg. No. 21175

Site Rite Surveying, Inc.
200 E. Joppa Road
Suite 101
Towson MD 21286
(410) 828-9060

File: 7610 Knollwood.doc

#294

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

May 17, 2007

C. William Clark, Esquire
NOLAN, PLUMHOFF & WILLIAMS, CHTD.
Suite 700, Nottingham Centre
502 Washington Avenue
Towson, MD 21204

RE: *In the Matter of: Alexander Sulakvelidze -Petitioner*
Case No. 07-294-SPH

Dear Mr. Clark:

This will acknowledge receipt of your letter dated May 7, 2007 regarding the subject matter on appeal to the Board of Appeals.

Please be advised that you have been added to our case file as counsel for Knollwood Donnybrook Improvement Association, Inc. and will receive copies of all future correspondence, including the notice of assignment when the matter has been scheduled for hearing before the Board. In addition, the names of those individuals listed in your letter have also been added to the file and will likewise receive notice when a hearing date has been assigned by this office.

Please call me if I can be of any further assistance.

Very truly yours,

Kathleen C. Bianco
Administrator

c: J. Carroll Holzer, Esquire

FILE

Printed with Soybean Ink
on Recycled Paper

THOMAS J. RENNER
WILLIAM P. ENGLEHART, JR.
ROBERT L. HANLEY, JR.
ROBERT S. GLUSHAKOW
DOUGLAS L. BURGESS
C. WILLIAM CLARK
CATHERINE A. POTTHAST*
E. BRUCE JONES**
CORNELIA M. KOETTER*

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

Law Offices
NOLAN, PLUMHOFF & WILLIAMS
CHARTERED
SUITE 700, NOTTINGHAM CENTRE
502 WASHINGTON AVENUE
TOWSON, MARYLAND 21204-4528
(410) 823-7800
TELEFAX: (410) 296-2765
EMAIL: NPW@NOLANPLUMHOFF.COM
WEB SITE: WWW.NOLANPLUMHOFF.COM

J. EARLE PLUMHOFF
(1940-1988)

NEWTON A. WILLIAMS
(RETIRED 2000)

RALPH E. DEITZ
(1918-1990)

Linda - Have we gotten this yet? Please include in file. Thanks. C.B.

May 7, 2007

Kathleen C. Bianco, Administrator
County Board of Appeals
400 Washington Avenue
Room 49
Towson, MD 21204

Re: Petition for Special Hearing- 7610 Knollwood Road
Alexander Sulakvelidze, Petitioner Case No.: 07-294-SPH

Dear Ms. Bianco:

Please be advised that I represent Knollwood Donnybrook Improvement Association, Inc. which was a party appearing before the Deputy Zoning Commissioner in the above captioned matter. I appeared along with Fay Citerone, President of that Association at the Hearing. Furthermore, I represented David W. Riley, 7609 Knollwood Road, Towson, MD 21286, Jane Kask, 709 Fairway Drive, Towson, MD 21286 and Sue K. Cornish,213 Garden Road, Towson, MD 21286 as individual Protestants who each likewise appeared and testified before the Deputy Zoning Commissioner. Each of these parties wishes to appear before the County Board of Appeals when the above captioned case is heard. I note from the Notice of Appeal Mr. Holzer filed on behalf of the Petitioner in the above captioned matter, that none of the above listed parties were included on the Certificate of Service, and likewise neither was I. I intend to represent the parties I have named above in this matter before the Board.

When you schedule this matter for a hearing, please contact me so that an agreeable date can be obtained so as to avoid conflicts on my schedule.

Thank you for your anticipated cooperation.

Very truly yours,

C. William Clark

C. William Clark

CWC/jkc

cc: J. Carroll Holzer, Esquire
Fay Citerone
David W. Riley
Jane Kask
Sue K. Cornish

RECEIVED
MAY - 8 2007
BALTIMORE COUNTY
BOARD OF APPEALS

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 07-294-SPH
DATE

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
[illegible]	508 Fairmont Ave	Towson 21286	
A. SULAKVELIDZE	536 Hampton Lane	Towson 21286	
Bernadette Moskunas	200 E. Joppa Road Rm 101	TOWSON 21286	

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 7-294-SPH
DATE March 2, 2007 10 AM

CITIZEN'S SIGN-IN SHEET

P1 of 3

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
*Donald Gerding Rep Rodgers Forge	335 Old Trail	Baltimore Md 21212	*Please send copy jdleasor
Karl Pfrommer Rodgers Forge	319 Regester Ave	Baltimore, MD 21212	karlpfrommer@msn.com
Patricia Sullivan	909 Fairway Dr	Towson, MD 21286	sullivan_pat@hotmail.com
Frank J. Weedonfeld	907 Fairway Dr	Towson, Md 21286	
Mildred Skarda	810 Fairway Dr.	Towson Md 21286	
James Skarda	810 Fairway Dr	Towson, Md 21286	
MATTHEW PARLAKIAN	50 BURKSHIRE RD.	TOWSON, MD 21286	mparlakian@msn.com
Susan Vaupel	900 Fairway Drive	Towson, MD 21286	svaupel@nas.edu
BOB VAUGHAN	817 FAIRWAY DRIVE	TOWSON, MD. 21286	daddybob2002@comcast.net
GWEN "	" " "	" " "	" " "
DIANE Wosciechowski	503 FAIRWAY Ct	Towson, MD 21286	—
Rosemary Larcan	501 Fairway Ct	Towson, Md 21286	RBMLAR@AOL.com
Francis Tierney	500 Fairway Ct	Towson Md 21286	
RICK Parsons	412 Woodbine Ave	Towson MD 21204	RParsons@BLPL.net
Sue Thompson	400 Washington Ave	Towson 21204	suethomps@Comcast.net
Sara Barber	7533 Rockham Dr 21286	Towson 21286	barberfam2002@yahoo.com
John Barber	" "		
PAT FRANCE	7508 Knollwood Rd 21286	21286	PATFRANCE@CONTROL-INC.COM
Dorothy Coles	7513 Knollwood Rd.	21286	
James Williams	907 Rogers Ct	21286	

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 7-294
DATE

CITIZEN'S SIGN-IN SHEET

P2/3

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
Patricia Blake	7405 Knollwood Rd.	Towson, MD 21286	PatWaltB@aol.com
Brad Seeley	916 Fairway Dr.	Towson Md. 21286	bradseeley@hotmail.com
TERRY MINTON	1104 STEVENSON LANE	TOWSON " "	
CARL KOPROWICZ	7503 KNOLLWOOD RD	" " "	birders@bcpl.net
Carolyn Williams	738 Weatherbee Rd	Towson, MD 21286	REDCAW50@HOTMAIL.COM
Phyllis Gray	639 Coventry Rd	" "	gray198@comcast.net
Christa Rahorn	601 WILTON RD	Towson, MD 21286	Chris.rahorn@gmail.com
DAVID RILEY	7609 KNOLLWOOD	TOWSON MD 21286	LifeofRiley2@comcast.net
Marlene Riley	7609 Knollwood Rd	TOWSON MD 21286	Life of Riley 2@comcast.net
Regina Smeeper	304 Oak Lane Ct.	" " "	
Satomi Colonchi	305 Garden RD	"	
PATRICIA BECK	311 DONEGAL DRIVE	TOWSON, MD 21286	ZTARLITE36@AOL.com
Margaret West	7506 Rockesham Rd.	Towson MD 21286	
Jan Lorenzen	412 Donegal Drive	Towson, MD 21286	
Beverly Mosten	7500 Knollwood Rd	TOWSON MD 21286	gustav30@msn.com
JOHN BURKE	1004 STEVENSON LANE	TOWSON, MD 21286	John.burke@hartfordbank.com
LYNNE M. ROSS (Ginger)	7701 Fox Hills DR	TOWSON, MD 21286	soap.lady@comcast.net
PAUL HARTMAN	18 1/2 Cedar Ave	Towson, MD 21286	paul@dirtylinen.com
JEANNE CLANCY	606 Fairway Drive	Towson Md 21286	
Bill + Amy Adams	910 Rappaix Ct	Towson, MD 21286	nadams@sch.com
Michael Ertel	8955 Guilford Rd #260	Columbia, Md 21046	mertel@jacobscompany.com

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 7-294
DATE

CITIZEN'S SIGN-IN SHEET

P3 of 3

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
Ed Kilcullen	100 Maryland Ave	Towson, MD 21286	edkilcullen@yahoo.com
Al Citerone	909 Rappaix Ct	Towson MD 21286	
Jane Kask	709 Fairway Dr.	Towson MD 21286	JANEKASK@GMAIL.COM
Sue Cornish	213 Garden Rd	Towson MD 21286	hughes.cornish@comcast.net
Terry Westhead	7517 Knollwood Rd	Towson MD 21286	4roesher@msn.com
Jeff LaClair	7505 Rocksham Dr	Towson, MD. 21286	JLLaClair@comcast.net
Jeff LaClair	324 Aigburth Rd	Towson MD. 21286	JLLaclair@comcast.net
Jill LaClair	7505 Rockham Dr	Towson MD 21286	JLLaclair@yahoo.com
Cindy Sullivan	7501 Rockham Dr.	Towson MD 21286	ctsullivan@venable.com
Elise Cloyd	300 Oak Lane Ct	Towson MD 21286	elise.cloyd@verizon.net
Patricia Jakelski	701 Fairway Dr	Towson Md 21286	
Carin Sailer	41 E Burke Ave	Towson MD 21286	pgalupo@aol.com
Cassandra Collins	918 Fairway Dr	Towson MD 21286	onyx2.0@comcast.net
Kathleen Williams	703 Stoveleigh Rd.	Baltimore MD 21212	Kathleen.Williams@[redacted]m
Angela Shrewsberry	900 Stevenson Ln	Towson MD 21286	ashrews@verizon.net
Elizabeth Kahle	61 Berkshire Rd	Towson MD 21286	bzkahl@yahoo.com
Fay Citerone 2 Knollwood Donnybrook, president	909 Rappaix Ct	Towson, MD 21286	Fay.Citerone@[redacted]k.com
Knollwood Donnybrook Improvement Association PO Box 19131 Towson, MD 21284			

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

February 22, 2007

J. Carroll Holzer, P.A.
508 Fairmount Avenue
Towson, MD 21286

Dear Mr. Holzer:

RE: Case Number: 07-294-SPH, 7610 Knollwood Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on December 27, 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,

W. Carl Richards, Jr.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel
Alexander Sulakvelidze 536 Hampton Lane Towson 21286

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: January 25, 2007

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

SUBJECT: 7610 Knollwood Road

INFORMATION:

Item Number: 7-294

Petitioner: Alexander Sulakvelidze

Zoning: DR 5.5

Requested Action: **Special Hearing**

SUMMARY OF RECOMMENDATIONS:

The petitioners are seeking a special hearing to approve a rooming/boarding house at the subject property. According to section 101 (general definitions) of the Baltimore County Zoning Regulations, the definition under Boarding or Rooming House states the following;

A. A building:

1.) Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or

2.) Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or adoption.

The Maryland Department of Taxation and Assessment shows this property as not being a primary residence for the owner. As such, it is presumed that this property is, in fact, being occupied in its entirety for compensation to the owner. According to section 408B.A.2.e (3) of the BCZR, the Zoning Commissioner may grant or deny the request based upon the manner in which the requirements of sections 408B and 502.1 (as well as any other requirements) in order to ensure that the use will not be detrimental to the health, safety, or general welfare of the surrounding community.

It is the opinion of this Office that utilizing a single family dwelling as a rooming / boarding house at this location would not be consistent with surrounding land uses. The surrounding neighborhood of Knollwood-Donnybrook, along with nearby communities, have been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties

and increasing transient populations. Rooming or boarding houses in established, single-family neighborhoods would only exacerbate this issue. Additionally the Office of Planning does not feel that the subject neighborhood is designed to accommodate the associated burden of parking. As such, this Office recommends the petitioner's request be denied.

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

Reviewed by: _____

Division Chief: _____
AFK/LL: CM

W:\DEVREV\ZAC\7-294.doc

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
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

January 12, 2007

ATTENTION: Zoning Review Planners

Distribution Meeting Of: January 15, 2007

Item Number(s): 294,295,300

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.

. 3. The site shall be made to comply with all applicable parts of the Baltimore County Fire Prevention Code prior to occupancy or beginning of operation.

Lieutenant Roland P Bosley Jr.
Fire Marshal's Office
410-887-4881 (C)443-829-2946
MS-1102F

cc: File

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

State Highway Administration
Driven to Excel

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

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: JAN. 8, 2007

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

RE: Baltimore County
Item No. 7-294-SPH
7610 KNOLLWOOD RD
SULAKVELIDZE PROPERTY
SPECIAL HEARING

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 7-294A .

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-2803 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us).

Very truly yours,

Michael P. Bailey

For Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: January 11, 2007

FROM: Dennis A. Kennedy, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For January 15, 2007
Item Nos. 07-294, 297, 298, 300, 301, 302, 303, and 306

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-01112007.doc

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: # 07-294-SPH
7610 Knollwood Road
Southwest corner of Knollwood Road and Garden Road
9th Election District - 5th Councilmanic District
Legal Owner(s): Alexander Sulakvelidze

Special Hearing: to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R. Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject along with a diagram of the number of bedrooms and bathrooms.

Hearing: Friday, March 2, 2007 at 10:00 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.

2/214 Feb. 15 124807

CERTIFICATE OF PUBLICATION

2/15/, 2007

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 2/15/, 2007.

- [X] The Jeffersonian
- [ ] Arbutus Times
- [ ] Catonsville Times
- [ ] Towson Times
- [ ] Owings Mills Times
- [ ] NE Booster/Reporter
- [ ] North County News

S. Wilkinson

LEGAL ADVERTISING

ZONING NOTICE

CASE # 07-294-SPH

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

PLACE: ROOM 407, COUNTY COURTS BUILDING
401 BOSLEY AVENUE
TOWSON, MD. 21204

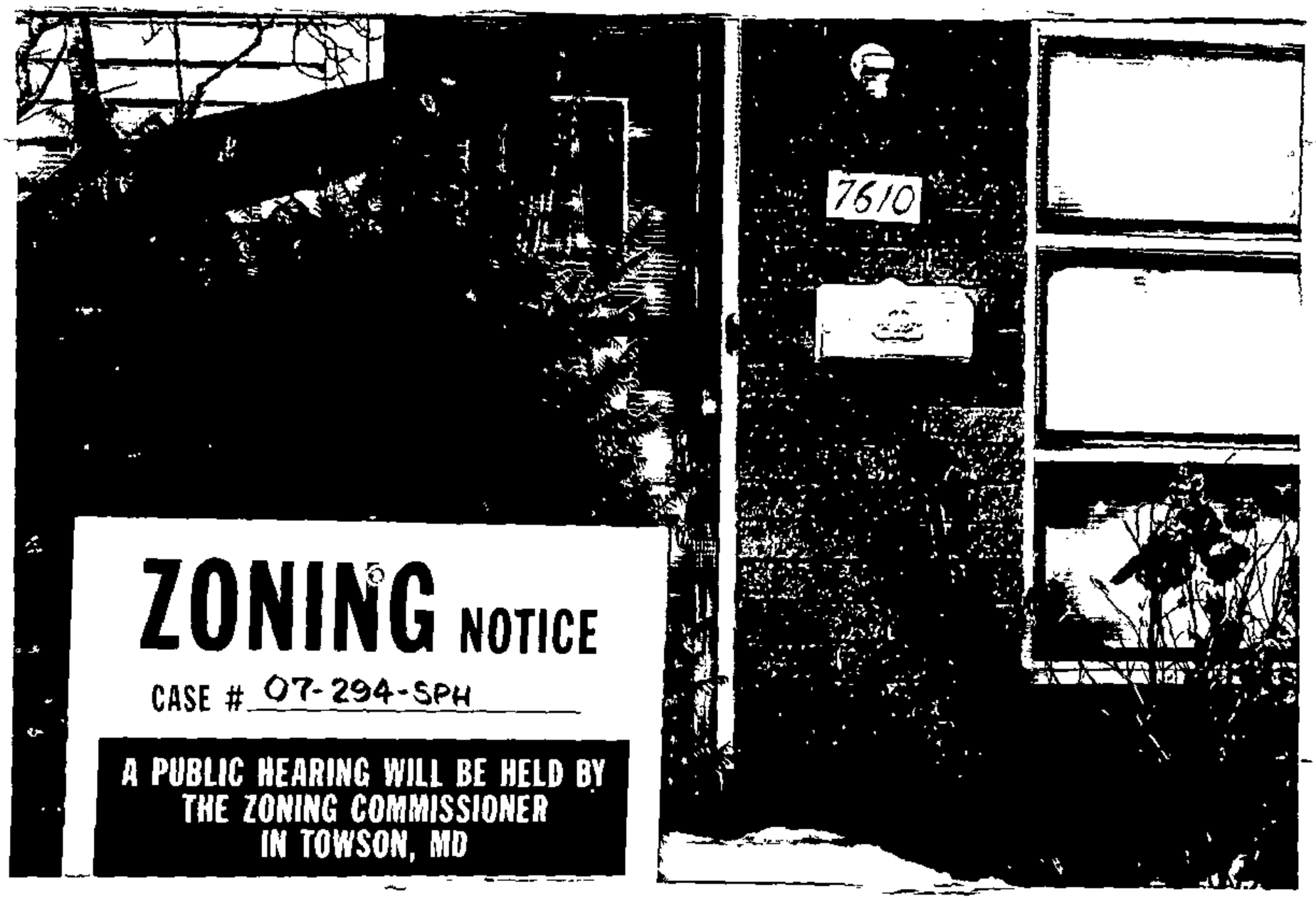
DATE AND TIME: FRIDAY, MARCH 2, 2007
AT 10:00 A.M.

REQUEST: SPECIAL HEARING- TO PERMIT A ROOMING/BOARDING HOUSE LOCATED AT # 7610 KNOLLWOOD ROAD, PURSUANT TO B.C.Z.R. SECTION 40B. PETITIONER REQUESTS A USE PERMIT FOR 4 TENANTS TO RESIDE THEREIN. A SITE PLAN AND ATTACHMENT SHOWS THE LOCATION OF THE HOUSE ON THE SUBJECT PROPERTY ALONG WITH A DIAGRAM OF THE NUMBER OF BEDROOMS AND BATHROOMS.

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

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

HANDICAPPED ACCESSIBLE



CERTIFICATE OF POSTING

RE: Case No.: 07-294-SPH

Petitioner/Developer: A. SULAKELIDZE

Date of Hearing/Closing: MAR. 2, 2007

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

Attention: **Christen Matthews**

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 propery located at

#7610 KNOLLWOOD ROAD

The sign(s) were posted on FEB. ~~14TH~~ 15TH 2007
(Month, Day, Year)

Sincerely,

Garland E. Moore
(Signature of Sign Poster and Date)

GARLAND E. MOORE
(Printed Name)

3225 RYERSON CIRCLE
(Address)

BALTIMORE, MD. 21227
(City, State, Zip Code)

(410) 242-4263
(Telephone Number)

BALTIMORE COUNTY

MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

January 31, 2007

NEW 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: 07-294-SPH
7610 Knollwood Road
Southwest corner of Knollwood Road and Garden Road
9th Election District – 5th Councilmanic District
Legal Owner: Alexander Sulakvelidze

Special Hearing to permit a rooming/boarding house located at 7610 Knollwood Road, pursuant to B.C.Z.R. Section 40B. Petitioner requests a use permit for 4 tenants to reside therein. A site plan and attachment shows the location of the house on the subject along with a diagram of the number of bedrooms and bathrooms.

Hearing: Friday, March 2, 2007 at 10:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204

Timothy Kotroco

Timothy Kotroco
Director

TK:klm

C: J. Carroll Holzer, 508 Fairmount Avenue, Towson 21286
Alexander Sulakvelidze, 536 Hampton Lane, Towson 21286

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY THURSDAY, FEBRUARY 15, 2007.**
(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.

RE: PETITION FOR SPECIAL HEARING 7610 Knollwood Road; SW corner Knollwood Road & Garden Road 9th Election & 5th Councilmanic Districts Legal Owner(s): Alexander Sulakvelidze Petitioner(s)	*	BEFORE THE
	*	ZONING COMMISSIONER
	*	FOR
	*	BALTIMORE COUNTY
	*	07-294-SPH

* * * * * * * * * * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of January, 2007, a copy of the foregoing Entry of Appearance was mailed to, J. Carroll Holzer, Esquire, Holzer & Lee, 508 Fairmount Avenue, Towson, MD 21286, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

RECEIVED
JAN 10 2007
Per.....

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

February 22, 2007

J. Carroll Holzer, P.A.
508 Fairmount Avenue
Towson, MD 21286

Dear Mr. Holzer:

RE: Case Number: 07-294-SPH, 7610 Knollwood Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on December 27, 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,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel
Alexander Sulakvelidze 536 Hampton Lane Towson 21286

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: January 25, 2007

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

SUBJECT: 7610 Knollwood Road

INFORMATION:

Item Number: 7-294

Petitioner: Alexander Sulakvelidze

Zoning: DR 5.5

Requested Action: **Special Hearing**

SUMMARY OF RECOMMENDATIONS:

The petitioners are seeking a special hearing to approve a rooming/boarding house at the subject property. According to section 101 (general definitions) of the Baltimore County Zoning Regulations, the definition under Boarding or Rooming House states the following;

A. A building:

1.) Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or

2.) Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or adoption.

The Maryland Department of Taxation and Assessment shows this property as not being a primary residence for the owner. As such, it is presumed that this property is, in fact, being occupied in its entirety for compensation to the owner. According to section 408B.A.2.e (3) of the BCZR, the Zoning Commissioner may grant or deny the request based upon the manner in which the requirements of sections 408B and 502.1 (as well as any other requirements) in order to ensure that the use will not be detrimental to the health, safety, or general welfare of the surrounding community.

It is the opinion of this Office that utilizing a single family dwelling as a rooming / boarding house at this location would not be consistent with surrounding land uses. The surrounding neighborhood of Knollwood-Donnybrook, along with nearby communities, have been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties

and increasing transient populations. Rooming or boarding houses in established, single-family neighborhoods would only exacerbate this issue. Additionally the Office of Planning does not feel that the subject neighborhood is designed to accommodate the associated burden of parking. As such, this Office recommends the petitioner's request be denied.

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

Reviewed by: Curtis Fleming

Division Chief: Lynn Lanham
AFK/LL: CM

W:\DEVREV\ZAC\7-294.doc

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
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

January 12, 2007

ATTENTION: Zoning Review Planners

Distribution Meeting Of: January 15, 2007

Item Number(s): 294,295,300

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.

. 3. The site shall be made to comply with all applicable parts of the Baltimore County Fire Prevention Code prior to occupancy or beginning of operation.

Lieutenant Roland P Bosley Jr.
Fire Marshal's Office
410-887-4881 (C)443-829-2946
MS-1102F

cc: File

Printed on Recycled Paper

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

SHA State Highway Administration — Driven to Excel

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

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: JAN. 8, 2007

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

RE: Baltimore County
Item No. 7-294-SPH
7610 KNOLLWOOD RD
SULAKVELIDZE PROPERTY
SPECIAL HEARING

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 7-294A .

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-2803 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us).

Very truly yours,

Michael P. Bailey

FOR Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: January 11, 2007

FROM: Dennis A. Kennedy, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For January 15, 2007
Item Nos. 07-294, 297, 298, 300, 301, 302, 303, and 306

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-01112007.doc

HOLZER

& LEE

LAW OFFICES
J. CARROLL HOLZER, PA
J. HOWARD HOLZER
1907-1989
THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING
508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

December 18, 2006
#7676

Mr. Donald Brand
Buildings Engineer
Baltimore County
County Office Building
Room 105
Towson, Maryland 21204

RE: Alexander Sulakvelidez
Zoning Citations for 7610 Knollwood Road
Towson, Maryland 21286
Correction Notice: Case No.: 06-8634

Dear Mr. Brand:

This letter will confirm that I represent Mr. Alexander Sulakvelidez of 536 Hampton Lane, Towson, Maryland concerning the correction notice issued for 7610 Knollwood Road, Towson, Maryland 21204. Please be advised that I am preparing a Petition for Special Hearing pursuant to Baltimore County Zoning Regulation 500.7 to be filed with the County on or before December 30, 2006. The Petition for Special Hearing will be in lieu of a request for a use permit pursuant to Section 408B of the Baltimore County Zoning Regulations requesting permission for a boarding/rooming house which is authorized in the D.R. Zone. The Petition for Special Hearing will permit posting of the property and a formal public hearing before the Zoning Commissioner concerning this request. Filing a Petition for a Special Hearing, as opposed to an Application to the Director of Permits and Development Management for a use permit, will permit public scrutiny and a hearing.

Based upon the filing of the Petition for Special Hearing before December 30, 2006, you advised that the Code Enforcement for Baltimore County will extend the time for the correction notice until the date of the public hearing. You further advised that no zoning citation will be issued until the Zoning Commissioner has rendered an Opinion and the Decision becomes final.

I have also agreed with you that time is of the essence in obtaining a prompt hearing and will upon filing of the Petition for Special Hearing seek to obtain a hearing in the months of January or February, 2007.

Thank you for your courtesy in this matter.

Very truly yours,

J. Carroll Holzer

JCH:mlg

cc: Mr. Jim Thompson
Ms. Sophia C. Jennings
Mr. Alexander Sulakvelidze

#294

2/21
postponed

Pat France, 7508 Knollwood Rd, Towson, MD 21286

January 30, 2007

Zoning Commissioner's Office:
401 Bosley Avenue / M.S. 3401
Towson, MD 21204

Reference: CASE NUMBER; 7-294-SPH (7610 Knollwood Rd, 21286)

Dear Commissioner:

I am a concerned citizen of Knollwood Donnybrook wishing this above mentioned case be considered as a detriment to our long established family community. We are not interested in having boarding houses in our community. We are most interested in keeping our family homes owner occupied for the good of our families.

We are aware we are facing increased pressures from Towson University for many more possible transient occupied homes and absentee ownership. Our neighbors are prepared to fight the owner at 7610 Knollwood Road as well as any future requests for rooming/boarding house licenses or zoning violations due to over renting.

Thank you.

Sincerely,

Pat France,

7508 Knollwood Rd, Towson, MD 21286

Jm
3/2

7501 Far Hills Drive
Towson, Md. 21286
February 27, 2007

Zoning Commissioner's Office
401 Bosley Ave./ M.S. 3401
Towson, Md. 21204

RECEIVED

MAR - 1 2007

ZONING COMMISSIONER

CASE # 7-294-SPH

Dear Commissioner,

As a Resident of the Knollwood Donnybrook Community, I want to voice my opposition to approving a Rooming/Boarding House Permit to the owner of 7610 Knollwood Road, Mr. Sulakvelidze. We have worked hard to make a quality Community in Knollwood Donnybrook. Approval of this Permit request would allow transient residents to live here with no stake in the Neighborhood. It also sets a disastrous precedent for Knollwood Donnybrook and other Towson Neighborhoods whose Residents are trying very hard to maintain safety, stability, and quality of living. I urge you to not approve a permit for Mr. Sulakvelidze.

Thank you,

Richard Zapf

Richard Zapf

Recording Secretary
Knollwood Donnybrook Community Association

HOLZER
& LEE

LAW OFFICES
J. CARROLL HOLZER, PA
J. HOWARD HOLZER
1907-1989
THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING
508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

January 26, 2007
#7676

Kristen:
OK to postpone
TMK

Mr. Timothy Kotroco, Director
Permits & Development Management
111 Chesapeake Avenue
Towson, Maryland 21204

RE: Alexander Sulakvelidze, Legal Owner
Special Hearing to Permit a Boarding House
located at 7610 Knollwood Road
Case No.: 07-294-SPH

Dear Mr. Kotroco:

Please be advised that I represent the Petitioner, Alexander Sulakvelidze, who has requested a Special Hearing at Knollwood Road. The case was set for Wednesday, February 21, 2007 in Room 106 at 9:00 a.m. Unfortunately, I will be out-of-the-state from Saturday, February 17, 2007 through Sunday, February 25, 2007. I would therefore ask that the matter be postponed and either scheduled for a Zoning Hearing before Friday, February 16, 2007 or after Monday, February 26, 2007.

Thank you for your cooperation.

Very truly yours,

J. Carroll Holzer

JCH:mlg

Enclosure

cc: Mr. Alexander Sulakvelidze

Patricia A. Sullivan
909 Fairway Drive
Towson, MD 21286-7902
Phone: 410-339-4617

January 30, 2007

Baltimore County Office Building
111 West Chesapeake Ave., Ste # 105
Attn: Timothy M. Kotroco, Director
Towson, MD 21204

To File
JMC

RE: Case Number 7-294-SPH
REF: 7610 Knollwood Rd. Towson, MD 21286-7902

Dear Mr. Kotroco:

I am writing in **opposition to the special hearing request** to permit a rooming/boarding house at 7610 Knollwood Rd. The property is within a residential neighborhood of single family homes. The request is not consistent with the spirit and intent of the BCZR.

In every community there is a dividing line, between zoning density, and commercial vs. residential applications. (Much like a dividing line between county and city.) I am asking that the Permits & Planning Departments hold & recognize the line in this case and not allow cherry picking of individual lots along the line in an ad hoc nature.

There is no shortage of available units in the area that would justify an urgent need for multi-tenant housing in a residential area. Immediately adjacent to this property on the opposite side of the street is an apartment complex of multi-floor and multi-campus buildings, Donnybrook Apartments. In addition, just a block down the street are the Courthouse Square Apartments, and Fellowship Court apartment buildings also multi-story mid-rise and multi-campus. All three locations have available units. Matter of fact there are additional units available within half a mile, at the recently renovated Fairways at Towson on Colbury Rd.

The southwest area of Towson is a microcosm of multi-use property applications, which many new planned communities aspire to achieve: incorporating single family, multi-family residential, industrial and commercial applications. However, it is a very tight radius of a few miles. Any disruption to the zoning use applications in a tight neighborhood is a major disruption to the spirit of the community.

Thank you for your consideration in this matter. I am a home owner in the Knollwood Donnybrook neighborhood, and would like to preserve and enhance the community image.

Sincerely,

P.A. Sullivan

Patricia A. Sullivan

Cc: Arnold F. Keller, Director Planning Dept
Jeffery Mayhew, Chief, Community Planning Div.
Kevin Gambrill, 5th District Community Planner
Fay Citerone, President, Knollwood Donnybrook Improvement Assoc.

Patricia Beck
311 Donegal Drive
Towson, MD 21286-7902
Phone: 410-823-3989

February 25, 2007

Baltimore County Office Building
401 Bosley Avenue / MS 3401
Attn: Timothy M. Kotroco, Director
Towson, MD 21204

RE: Case Number 7-294-SPH
REF: 7610 Knollwood Rd. Towson, MD 21286-7902

Dear Mr. Kotroco:

This letter is in regard to the 7610 Knollwood Rd. request for a rooming house/boarding house permit. I strongly oppose this request. The Knollwood Donnybrook area is a family neighborhood that does not need or want multi-type tenants.

I feel this type of tenant does not contribute anything positive to the community. Whereas the more permanent type of families pride themselves on being a strong community.

For you to rule against the rooming house/boarding house permit at 7610 Knollwood Road will help the Knollwood Donnybrook neighborhood, stay just that a family neighborhood.

Thank you for your consideration of my request.

Sincerely,

Patricia Beck

File

Wiltondale Improvement Association, Inc.
P.O. Box 10116
Towson, MD 21285-0116

February 21, 2007

Baltimore County Zoning Commissioner
and Deputy Zoning Commissioner
Room 106, County Office Building,
111 W. Chesapeake Avenue,
Towson, MD 21204

RE: Opposition to Request for Approval of Boarding/Rooming House at 7610 Knollwood Road, Towson, MD

Gentlemen:

This letter is offered on behalf of the Wiltondale Improvement Association (WIA), of which I am the President. WIA is a neighborhood of 350+ homes bordered by Stevenson Lane, Sussex Road and Towson High School, York Road and Cedar Avenue. WIA and Knollwood (the neighborhood in which the subject property is located) jointly border Towson High School. In fact, WIA's neighborhood park and swimming pool are quite literally "a stone's throw" from Knollwood; only a small stream divides us.

Currently pending before you is a Petition for Special Hearing to permit a rooming/boarding house at 7610 Knollwood Road. The owner's petition reflects that he wishes to house 4 tenants therein. We have been informed that 3 or 4 unrelated students now occupy this single family home without permit or approval. Under the County's Zoning Regulations, we understand that you may either deny or grant a use permit conditioned upon:

(1) Findings following the public hearing.

(2) The character of the surrounding community and the anticipated impact of the proposed use on that community.

(3) The manner in which the requirements of this section and Section 502.1 and other applicable requirements are met and any additional requirements as deemed necessary by the Zoning Commissioner in order to ensure that the use will not be detrimental to the health, safety or general welfare of the surrounding community and as are deemed necessary to satisfy the objectives of this section and Section 502.1 of these regulations.

WIA's Board of Directors voted to oppose this use and we encourage you to exercise your discretion under the Zoning Regulations to deny a use permit for this property as a boarding or rooming house because such use is not in keeping with the character of our neighborhoods and would be detrimental to the health safety and general welfare of the surrounding community.

WILTONDALE

Wiltondale Improvement Association, Inc.
P.O. Box 10116
Towson, MD 21285-0116

This property is less than 3/4 mile from Towson University and only 1/5 of a mile from our neighborhood. Our neighborhood has a history of problems with TU students, in particular with a prior rental property on the boundary of our neighborhood that was rented to several students who failed to maintain the property and used it for disruptive parties. After many years of efforts, we were finally able to abate the problem, and now we fear that the proposed use of the subject property will bring the same kind of problems to us again.

WIA and Knollwood are quiet family-based communities with young children and single family homes.. Residents are stable, typically residing in their homes for many years, often their entire adult lifetimes. Ours are not transient neighborhoods, with annual tenancy turnovers. It is a well established fact that neighborhoods with tenancy on the rise soon deteriorate in appearance and value. If boarding house uses are allowed to replace traditional single family uses, this too could happen to well established neighborhoods like ours. Please do not let a use that is so incompatible with the surrounding community to occur. You have it squarely within your discretion to prevent this and we urge you to do so.

Thank you for listening to the concerns of the residents of Wiltondale.

Sincerely,

Phyllis Gray, President
Wiltondale Improvement Association

cc: WIA Board of Directors
Virginia W. Barnhart, Esquire
POPE & HUGHES, P.A.
Ms. Fay Citerone, President
Knollwood-Donnybrook Improvement Association
PO Box 19131, Towson, MD 21284

HOLZER

& LEE

LAW OFFICES
J. CARROLL HOLZER, PA
J. HOWARD HOLZER
1907-1989
THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING
508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

December 22, 2006
7676

HAND DELIVERED
Carl Richards
Department of Permits &
Development Management
County Office Building
Towson, MD 21204

Re: In the Matter of Petition for Special Hearing;
7610 Knollwood Rd.; Use Permit

Dear Mr. Richards:

Enclosed are 12 copies of plats, one zoning map of subject property, three property descriptions and three original Petitions for Special Hearing by legal owner Alexander Sulakvelidze for the property located at 7610 Knollwood Road. There is presently a zoning violation involving the subject property, Case No. 06-8634. The following language should be used for advertising purposes only:

> *"Petitioner requests the Zoning Commissioner to determine whether the owner of the subject property can obtain a use permit for four tenants to reside therein."*

I appreciate your assistance in this matter and if you need to call, I can be reached at 410-825-6961

Very truly yours,
J. Carroll Holzer
J. Carroll Holzer

JCH:clh
cc: Donald Brand
People's Counsel for Baltimore County
Alexander Sulakvelidze

F:\Letters 2006\Carl Richards-7610 Knollwood Rd. 12-22-06.doc

RE: PETITION FOR SPECIAL HEARING 7610 Knollwood Road; SW corner Knollwood Road & Garden Road 9th Election & 5th Councilmanic Districts Legal Owner(s): Alexander Sulakvelidze Petitioner(s)	*	BEFORE THE
	*	ZONING COMMISSIONER
	*	FOR
	*	BALTIMORE COUNTY
	*	07-294-SPH

* * * * * * * * * * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of January, 2007, a copy of the foregoing Entry of Appearance was mailed to, J. Carroll Holzer, Esquire, Holzer & Lee, 508 Fairmount Avenue, Towson, MD 21286, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

RECEIVED
JAN 10 2007
Per.....

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 07-294-SPH
DATE

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
[illegible]	508 Fairmont Ave	Towson 21286	
P. SMAKVELIDZE	536 Hampton Lane	Towson 21286	
Bernadette Moskunas	200 E. Joppa Road Rm 101	Towson 21286	

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 7-294-SPH
DATE March 2, 2007 10 AM

CITIZEN'S SIGN-IN SHEET

P1 of 3

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
*Donald Gerding Rep Rodgers Forge	335 Old Trail	Baltimore Md 21212	*Please send copy jdlawson
Karl Pfrommer Rodgers Forge	319 Regester Ave	Baltimore, MD 21212	karlpfrommer@msn.com
Patricia Sullivan	909 Fairway Dr	Towson, MD 21286	sullivan_pat@hotmail.com
Frank J. Woodward	907 Fairway Dr	Towson, Md 21286	
Mildred Skarda	810 Fairway Dr.	Towson, Md 21286	
James Skarda	810 Fairway Dr.	Towson, Md 21286	
MATTHEW PARLAKIAN	50 BERKSHIRE RD.	TOWSON, MD 21286	mparlakian@msn.com
Susan Vaupel	900 Fairway Drive	Towson, MD 21286	svaupel@nas.edu
BOB VAUGHAN	817 FAIRWAY DRIVE	TOWSON, MD. 21286	daddybob2002@comcast.net
GWEN "	" " "	" " "	" " "
DIANE WOJCIECHOWSKI	503 FAIRWAY CT	Towson, MD 21286	—
Rosemary Larsen	501 Fairway Ct	Towson, Md 21286	RBMLAR@AOL.com
Francis Tierney	500 Fairway Ct	Towson Md 21286	
RICK Parsons	412 Woodbine Ave	Towson MD 21204	RParsons@BCPL.net
Sue Thompson	400 Washington Ave	Towson 21204	suethomps@Comcast.net
Sara Barber	1553 Rockburn Ln 21286	Towson 21286	barbersfam2002@yahoo.com
John Barber	"		
PAT FRANCE	7508 Knollwood Rd 21286	21286	PATFRANCE@CENTROL-INC.COM
Dorothy Cole	7513 Knollwood Rd	21286	
[illegible]	907 Rayburn Ct	21286	

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER
DATE

CITIZEN'S SIGN-IN SHEET

P2/3

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
Patricia Blake	7405 Knollwood Rd.	Towson, MD 21286	PatWaltB@aol.com
Brad Seeley	916 Fairway Dr.	Towson Md. 21286	bradseeley@hotmail.com
TERRY MINTON	1104 STEVENSON LANE	TOWSON " "	
CARL KOPROWICZ	7503 KNOLLWOOD RD	" " "	birders@bcpl.net
Carolyn Williams	738 Weatherbee Rd	Towson, MD 21286	REDCAW50@HOTMAIL.COM
Phyllis Gray	639 Coventry Rd	" "	gray198@comcast.net
Christa Raborn	601 WILTON RD	Towson, MD 21286	chris.raborn@gmail.com
DAVID RILEY	7609 KNOLLWOOD	TOWSON MD 21286	LifeofRiley2@comcast.net
Marlene Riley	7609 Knollwood Rd	TOWSON MD 21286	Life of Riley 2@comcast.net
Regina Smeltzer	304 Oak Lane Ct.	" " "	
Sharon Colonna	305 Garden RD	"	
PATRICIA BECK	311 DONEGAL DRIVE	TOWSON, MD 21286	ZTARLITE36@yahoo.com
Margaret West	7506 Rockelaw Dr.	Towson MD 21286	
Jan Lorenzen	412 Donegal Drive	Towson, MD 21286	
Beverly Mosley	7500 Knollwood Rd	TOWSON MD 21286	gustav30@msn.com
JOHN BURKE	1004 STEVENSON LANE	TOWSON, MD 21286	John.burke@hartford.com
LYNNE M. ROSS (Ginger)	7701 Fox Hills Dr	TOWSON, MD 21286	soap.lady@comcast.net
PAUL HARTMAN	18 1/2 Cedar Ave	Towson, MD 21286	paul@dirtylinen.com
JEANNE CLANCY	606 Fairway Drive	Towson MD [illegible]	
Bill + Amy Adams	910 Rappaw Ct	Towson, MD 21286	nadams@sch.com
Michael Ertel	8955 Guilford Rd #260	Columbia, Md 21046	mertel@jacobscompany.com

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 97-294
DATE

CITIZEN'S SIGN-IN SHEET

P3 of 3

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
Ed Kilcullen	100 Maryland Ave	Towson, MD 21286	edkilcullen@yahoo.com
AL CITERONE	909 RAPPAIX CT	TOWSON MD 21286	
JANE KASK	709 FAIRWAY DR.	TOWSON MD 21286	JANEKASK@GMAIL.COM
Sue Cornish	213 Garden Rd	Towson MD 21286	hughes.cornish@comcast.net
Terry Westhead	7517 Knollwood Rd	TOWSON MD 21286	4roesher@msn.com
Jeff LaClair	7505 Rocksham Dr	Towson MD. 21286	JLLaClair@comcast.net
Jeff LaClair	324 Aigburth Rd	Towson MD. 21286	JLLaclair@comcast.net
Jill LaClair	7505 Rocksham Dr	Towson MD 21286	JLLaclair@yahoo.com
Cindy Sullivan	7501 Rocksham Dr.	Towson MD 21286	ctsullivan@venable.com
Elise Cloyd	300 Oak Lane Ct	Towson MD 21286	elise.cloyd@verizon.net
PATRICIA JAKELSKI	701 FAIRWAY DR	Towson Md 21286	
CARIN SAILER	41 E Burke Ave	TOWSON MD 21286	pgalupo@aol.com
Cassandra Collins	918 Fairway Dr	Towson MD 21286	onyx2.0@comcast.net
Kathleen Williams	703 Stonelegh Rd.	Baltimore MD. 21212	Kathleen.williams@[illegible]
Angela Shrewsberry	900 Stevenson Ln	Towson MD 21286	ashrews@verizon.net
Elizabeth Kuhl	61 Berkshire Rd	Towson MD 21286	bzkahl@yahoo.com
Fay Citerone Knollwood Donnybrook, president	909 Rappaix Ct	Towson, MD 21286	Fay.Citerone@GBPK.com
Knollwood Donnybrook Improvement Association PO Box 19131 Towson, MD 21284			

C. If the area to be used for the cleaning of vehicles abuts a residential use or an area that is zoned predominantly residential, the area shall, in the judgment of the Director of Planning, be effectively screened with landscaping, a masonry wall or a wood-on- wood fence.

408A.3. Parking. All facilities for the parking or storage of vehicles shall comply with Subsection 409.8.A, design and landscape standards for parking facilities, and Subsection 409.4.C.

Section 408B
Boarding- or Rooming Houses in D.R. Zones
[Bill No. 124-1993]

Notwithstanding any provision in these regulations to the contrary, boarding- or rooming houses are permitted in D.R. Zones, subject to the provisions of this section.

A. Upon application to the Department of Permits and Development Management (PDM), the Director may issue a use permit for a boarding- or rooming house under the following procedure:

1. Upon application, the applicant shall provide the following information:

a. The maximum number of tenants expected to live on the property.

b. A site plan indicating the location and type of structure and the proximity of dwellings on adjacent lots.

c. The location of the required off-street parking spaces.

d. A floor plan indicating the number of bedrooms and bathrooms.

e. Such other information as the Director may require.

2. Notice and hearing.

a. On the property in question, notice of the application for the use permit shall be conspicuously posted for a period of 15 days following the filing of the application.

b. Within the fifteen-day posting period, any interested person may file a formal request for a public hearing before the Zoning Commissioner in accordance with Section 500.7.

c. If a formal request for a public hearing is not filed, the Director, without a public hearing, may grant a use permit for a boarding- or rooming house in a D.R. Zone if the proposed use meets the requirements of this section and Section 502.1. The use permit may be issued with such conditions or restrictions as determined appropriate by the Director to satisfy the provisions of this section and Section 502.1 and to ensure that the boarding- or rooming house will not be detrimental to the health, safety or general welfare of the surrounding community.

d. If a formal request for a public hearing is filed, the Director shall schedule a date for the public hearing before the Zoning Commissioner, such hearing to be held not less than 21 days and not more than 90 days from the date of filing of the request for public hearing.

e. Following the public hearing, the Zoning Commissioner may either deny or grant a use permit conditioned upon:

(1) Findings following the public hearing.

(2) The character of the surrounding community and the anticipated impact of the proposed use on that community.

(3) The manner in which the requirements of this section and Section 502.1 and other applicable requirements are met and any additional requirements as deemed necessary by the Zoning Commissioner in order to ensure that the use will not be detrimental to the health, safety or general welfare of the surrounding community and as are deemed necessary to satisfy the objectives of this section and Section 502.1 of these regulations.

f. If a formal request for a public hearing is not filed and notwithstanding any provision herein to the contrary, the Director may, at his or her discretion, require a public hearing whereat the applicant shall be required to satisfy the burden of proof required for such use to be granted.

(Cont'd on page 4-27)

g. Notwithstanding the provisions of Section 1B01.1B, the Director, or the Zoning Commissioner if a hearing is requested, or the County Board of Appeals, upon appeal, may modify Section 1B01.1.B.1.b as it pertains to such use in D.R. Zones.

B. Boarding or rooming houses are permitted only in single-family detached dwellings.

C. The applicant shall be required to keep and preserve accurate occupancy records, including the name, social security number and dates of occupancy of each tenant and shall make such records available to the Fire Department, Police Department, Department of Permits and Development Management and other appropriate governmental agencies.

D. Off-street parking spaces shall be located in the side or rear only, unless otherwise approved by the Zoning Commissioner, and shall be landscaped in accordance with the Class A requirements of the Landscape Manual.

E. After the effective date of Bill No. 124-93, a new boarding- or rooming house is not permitted next to an existing boarding- or rooming house unless permitted after a public hearing pursuant to Section 408.B.

F. Upon approval of the initial use permit, the applicant, operator, owner or lessee of the property or premises at issue shall be required to renew the use permit annually, to be dated from the month of the initial approval. Such renewal shall not be subject to Section 408B.A.2 above.

G. The Director may suspend, revoke or refuse to renew the use permit for the following reasons:

1. The applicant has made any false or misleading statement in any application or other document required to be filed under this section.

2. The applicant has failed to comply with the Livability Code; the applicable zoning regulations; or the noise, litter, fire, health or sanitation ordinances of Baltimore County.

3. The applicant has failed to comply with the terms and conditions of the initial approval.

H. The applicant, as a condition precedent to the approval of the initial use permit, shall be required to permit the county to enter and inspect the premises upon twenty-four-hour notice to the applicant, operator, owner or lessee of the property or premises.

I. Appeals from any decision or order of the Director or Zoning Commissioner may be taken to the Board of Appeals in accordance with § 32-3-401 of the Baltimore County Code. **[Bill No. 137-2004]**

C. If the area to be used for the cleaning of vehicles abuts a residential use or an area that is zoned predominantly residential, the area shall, in the judgment of the Director of Planning, be effectively screened with landscaping, a masonry wall or a wood-on- wood fence.

408A.3. Parking. All facilities for the parking or storage of vehicles shall comply with Subsection 409.8.A, design and landscape standards for parking facilities, and Subsection 409.4.C.

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1. Upon application, the applicant shall provide the following information:

   a. The maximum number of tenants expected to live on the property.

   b. A site plan indicating the location and type of structure and the proximity of dwellings on adjacent lots.

   c. The location of the required off-street parking spaces.

   d. A floor plan indicating the number of bedrooms and bathrooms.

   e. Such other information as the Director may require.

2. Notice and hearing.

   a. On the property in question, notice of the application for the use permit shall be conspicuously posted for a period of 15 days following the filing of the application.

   b. Within the fifteen-day posting period, any interested person may file a formal request for a public hearing before the Zoning Commissioner in accordance with Section 500.7.

   c. If a formal request for a public hearing is not filed, the Director, without a public hearing, may grant a use permit for a boarding- or rooming house in a D.R. Zone if the proposed use meets the requirements of this section and Section 502.1. The use permit may be issued with such conditions or restrictions as determined appropriate by the Director to satisfy the provisions of this section and Section 502.1 and to ensure that the boarding- or rooming house will not be detrimental to the health, safety or general welfare of the surrounding community.

Page #1

d. If a formal request for a public hearing is filed, the Director shall schedule a date for the public hearing before the Zoning Commissioner, such hearing to be held not less than 21 days and not more than 90 days from the date of filing of the request for public hearing.

e. Following the public hearing, the Zoning Commissioner may either deny or grant a use permit conditioned upon:

(1) Findings following the public hearing.

(2) The character of the surrounding community and the anticipated impact of the proposed use on that community.

(3) The manner in which the requirements of this section and Section 502.1 and other applicable requirements are met and any additional requirements as deemed necessary by the Zoning Commissioner in order to ensure that the use will not be detrimental to the health, safety or general welfare of the surrounding community and as are deemed necessary to satisfy the objectives of this section and Section 502.1 of these regulations.

f. If a formal request for a public hearing is not filed and notwithstanding any provision herein to the contrary, the Director may, at his or her discretion, require a public hearing whereat the applicant shall be required to satisfy the burden of proof required for such use to be granted.

(Cont'd on page 4-27)

g. Notwithstanding the provisions of Section 1B01.1B, the Director, or the Zoning Commissioner if a hearing is requested, or the County Board of Appeals, upon appeal, may modify Section 1B01.1.B.1.b as it pertains to such use in D.R. Zones.

B. Boarding or rooming houses are permitted only in single-family detached dwellings.

C. The applicant shall be required to keep and preserve accurate occupancy records, including the name, social security number and dates of occupancy of each tenant and shall make such records available to the Fire Department, Police Department, Department of Permits and Development Management and other appropriate governmental agencies.

D. Off-street parking spaces shall be located in the side or rear only, unless otherwise approved by the Zoning Commissioner, and shall be landscaped in accordance with the Class A requirements of the Landscape Manual.

E. After the effective date of Bill No. 124-93, a new boarding- or rooming house is not permitted next to an existing boarding- or rooming house unless permitted after a public hearing pursuant to Section 408.B.

F. Upon approval of the initial use permit, the applicant, operator, owner or lessee of the property or premises at issue shall be required to renew the use permit annually, to be dated from the month of the initial approval. Such renewal shall not be subject to Section 408B.A.2 above.

G. The Director may suspend, revoke or refuse to renew the use permit for the following reasons:

1. The applicant has made any false or misleading statement in any application or other document required to be filed under this section.

2. The applicant has failed to comply with the Livability Code; the applicable zoning regulations; or the noise, litter, fire, health or sanitation ordinances of Baltimore County.

3. The applicant has failed to comply with the terms and conditions of the initial approval.

H. The applicant, as a condition precedent to the approval of the initial use permit, shall be required to permit the county to enter and inspect the premises upon twenty-four-hour notice to the applicant, operator, owner or lessee of the property or premises.

I. Appeals from any decision or order of the Director or Zoning Commissioner may be taken to the Board of Appeals in accordance with § 32-3-401 of the Baltimore County Code. **[Bill No. 137-2004]**

Permits and Development Management
Code Inspections and Enf ent
County Office Building, R. 3
111 West Chesapeake Ave
Towson, Maryland 21204

Code Enforcement 410-887-3351
Building Inspection 410-887-3953
Electrical In n 410-887-3960
Plumbing Ins, n 410-887-3620
Signs/ Fences 410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
06-8634	0916 751250	10 14 06

NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD ROAD

CITY: BALTIMORE STATE: MARYLAND ZIP CODE: 21286

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

RESIDENTIAL ZONE CLASSIFICATION

☐ DR1 ☐ DR2 ☐ DR3.5 ☐ DR5.5 ☐ DR10.5 ☐ DR16
☐ RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)
☐ OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

☐ BL (230) ☐ BR (236) ☐ BM (233)
☐ MR (240) ☐ ML (253) ☐ MH (256)
☐ OTHER: _____

BALTIMORE COUNTY ZONING REGULATIONS (B.C.Z.R.)

AUTHORITY TO ENFORCE ZONING REGULATIONS: 32-3-102; 32-3-602; 32-3-603; 32-4-114

☐ 101; 102.1: Definitions: general use
☐ 1B01.1: DR Zones-use regulations
☐ 428: License/ Remove all untagged/ inoperative or damaged/ disabled motor vehicle(s)
☐ 1B01.1D: Remove open dump/ junk yard
☐ 431: Remove commercial vehicle(s)
☐ 101; 102.1: Remove contractors equip. storage yard
☐ 101; 102.1; ZCPM: Cease service garage activities
☐ 402: Illegal conversion of dwelling
☐ 101; 102.1; ZCPM: Illegal home occupation
☐ 415A: License/ remove untagged recreation vehicle
☐ 415A: Improperly parked recreation vehicle
☐ 415A: One recreational vehicle per property
☐ 410: Illegal Class II trucking facility
☐ 400: Illegal accessory structure placement.
☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs
☐ 102.5: Residential site line violation /obstruction
☐ 408B: Illegal rooming/ boarding house
☐ BCC: 32-3-102; 500.9 BCZR; ZCPM: Violation of commercial site plan and/or zoning order

BALTIMORE COUNTY CODE (B.C.C)

☑ 13-7-112: Cease all nuisance activity
☑ 13-7-115: County to abate nuisance & lien costs
☑ 13-7-310: Remove all trash & debris from property *
☐ 13-7-312: Remove accumulations of debris, materials, etc
☐ 13-7-201(2): Cease stagnant pool water
☐ 12-3-106: Remove animal feces daily
☐ 35-5-208(a)(c): Seal exterior openings from rodents & pests
☑ 13-4-201(b)(d): Store garbage in containers w/tight lids
☐ 35-2-301: Obtain building/ fence/ sign permit
☐ 18-2-601: Remove all obstruction(s) at street, alley, road
☐ 13-7-310(2): Remove bird seed / other food for rats
☐ 32-3-102: Violation of development plan/ site plan
☐ IBC 115; BCBC 115: Remove/ Repair unsafe structure board and secure all openings to premise
☐ 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall grass and weeds to three (3) inches in height

OWNER OCCUPIED HOUSING (B.C.C)

☐ 35-5-302(a)(1): Unsanitary conditions.
☐ 35-5-302(a)(3): Cease _____ infestation from prop.
☐ 35-5-302(b)(1)(2): Repair decorative trim, cornices, etc
☐ 35-5-302(b)(1)(4): Repair chimney & similar extentions
☐ 35-5-302(b)(1)(6): Repair defective door(s) / window(s)
☐ 35-5-302(a)(2): Store all garbage in trash cans
☐ 35-5-302(b)(1): Repair exterior structure
☐ 35-5-302(b)(1)(3): Repair exterior extentions
☐ 35-5-302(b)(1)(5): Repair metal/wood surfaces
☐ 35-5-302(b)(1)(7): Repair defective fence

INVESTMENT PROPERTY (B.C.C)

☐ 35-2-404(a)(1)(i): Remove hazardous or unsafe condition
☐ 35-2-404(a)(1)(iii): Repair roof or horizontal members
☐ 35-2-404(a)(1)(v): Repair ext. plaster or masonry
☐ 35-2-404(a)(1)(vii): Repair exterior construction (see below)
☐ 35-2-404(a)(1)(3): Repair /remove defective exterior sign(s)
☐ 35-2-404(a)(1)(ii): Repair ext. walls / vertical members
☐ 35-2-404(a)(1)(iv): Repair exterior chimney
☐ 35-2-404(a)(1)(vi) Waterproof walls/ roof /foundations
☐ 35-2-404(a)(1)(2): Remove trash, rubbish, & debris
☐ 35-2-404(a)(4)(i)(ii): Board & secure. Material to match building color of structure

OTHER VIOLATIONS OR REMARKS: * trash bag in front

☑ NOTICE POSTED AND MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 10 / 11 / 06 INSPECTOR NAME: S Jennings
PRINT NAME (Rev 9/05)
AGENCY

Pro # 2

Permits and Development Management
Code Inspections and Enforcement
County Off lding, Rm. 213
111 West C. eake Ave
Towson, Maryland 21204

Code Enforcement 410-887-3351
Building Inspection 410-887-3953
trical Inspection 410-887-3960
bing Inspection 410-887-3620
Signs/ Fences 410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
06-8634	0916751250	10/12/06

NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: MD ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD RD

CITY: ~~BALTIMORE~~ TOWSON STATE: MARYLAND ZIP CODE: 21286

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

RESIDENTIAL ZONE CLASSIFICATION

☐ DR1 ☐ DR2 ☐ DR3.5 ☐ DR5.5 ☐ DR10.5 ☐ DR16

☐ RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)

☐ OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

☐ BL (230) ☐ BR (236) ☐ BM (233)

☐ MR (240) ☐ ML (253) ☐ MH (256)

☐ OTHER: _____

BALTIMORE COUNTY ZONING REGULATIONS (B.C.Z.R.)

AUTHORITY TO ENFORCE ZONING REGULATIONS: 32-3-102; 32-3-602; 32-3-603; 32-4-114

- ☑ 101; 102.1: Definitions; general use
- ☐ 1B01.1: DR Zones-use regulations
- ☐ 428: License/ Remove all untagged/ inoperative or damaged/ disabled motor vehicle(s)
- ☐ 1B01.1D: Remove open dump/ junk yard
- ☐ 431: Remove commercial vehicle(s)
- ☐ 101; 102.1: Remove contractors equip. storage yard
- ☐ 101; 102.1; ZCPM: Cease service garage activities
- ☐ 402: Illegal conversion of dwelling
- ☐ 101; 102.1; ZCPM: Illegal home occupation
- ☐ 415A: License/ remove untagged recreation vehicle
- ☐ 415A: Improperly parked recreation vehicle
- ☐ 415A: One recreational vehicle per property
- ☐ 410: Illegal Class II trucking facility
- ☐ 400: Illegal accessory structure placement.
- ☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs
- ☐ 102.5: Residential site line violation /obstruction
- ☑ *408B: Illegal rooming/ boarding house*
- ☐ BCC: 32-3-102; 500.9 BCZR; ZCPM: Violation of commercial site plan and/or zoning order

BALTIMORE COUNTY CODE (B.C.C)

- ☑ 13-7-112: Cease all nuisance activity
- ☐ *13-7-115: County to abate nuisance & lien costs*
- ☐ 13-7-310: Remove all trash & debris from property
- ☐ 13-7-312: Remove accumulations of debris, materials, etc
- ☐ *13-7-201(2): Cease stagnant pool water*
- ☐ 12-3-106: Remove animal feces daily
- ☐ 35-5-208(a)(c): Seal exterior openings from rodents & pests
- ☐ 13-4-201(b)(d): Store garbage in containers w/tight lids
- ☐ 35-2-301: Obtain building/ fence/ sign permit
- ☐ *18-2-601: Remove all obstruction(s) at street, alley, road*
- ☐ 13-7-310(2): Remove bird seed / other food for rats
- ☐ 32-3-102: Violation of development plan/ site plan
- ☐ IBC 115; BCBC 115: Remove/ Repair unsafe structure board and secure all openings to premise
- ☐ 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall grass and weeds to three (3) inches in height

OWNER OCCUPIED HOUSING (B.C.C)

- ☐ 35-5-302(a)(1): Unsanitary conditions.
- ☐ 35-5-302(a)(3): Cease _____ infestation from prop.
- ☐ 35-5-302(b)(1)(2): Repair decorative trim, cornices, etc
- ☐ 35-5-302(b)(1)(4): Repair chimney & similar extentions
- ☐ 35-5-302(b)(1)(6): Repair defective door(s) / window(s)
- ☐ 35-5-302(a)(2): Store all garbage in trash cans
- ☐ 35-5-302(b)(1): Repair exterior structure
- ☐ 35-5-302(b)(1)(3): Repair exterior extentions
- 35-5-302(b)(1)(5): Repair metal/wood surfaces
- ☐ 35-5-302(b)(1)(7): Repair defective fence

INVESTMENT PROPERTY (B.C.C)

- ☐ 35-2-404(a)(1)(i): Remove hazardous or unsafe condition
- ☐ 35-2-404(a)(1)(iii): Repair roof or horizontal members
- ☐ 35-2-404(a)(1)(v): Repair ext. plaster or masonry
- ☐ 35-2-404(a)(1)(vii): Repair exterior construction (see below)
- ☐ 35-2-404(a)(1)(3): Repair /remove defective exterior sign(s)
- ☐ 35-2-404(a)(1)(ii): Repair ext. walls / vertical members
- ☐ 35-2-404(a)(1)(iv): Repair exterior chimney
- ☐ 35-2-404(a)(1)(vi) Waterproof walls/ roof /foundations
- ☐ 35-2-404(a)(1)(2): Remove trash, rubbish, & debris
- ☐ 35-2-404(a)(4)(i)(ii): Board & secure. Material to match building color of structure

OTHER VIOLATIONS OR REMARKS: _____

NOTICE ~~POSTED AND~~ MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 11 / 12 / 06 INSPECTOR NAME: S Jennings
PRINT NAME

AGENCY

DID #3

RESIDENTIAL HOUSE RENTAL LEASE AGREEMENT

Parties:

This Agreement is entered into between

(hereinafter referred to as "Tenant") and

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286
410-821-8857

(hereinafter referred to as "Landlord").

If more than one tenant, each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:
In consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in Baltimore County, Maryland and located at:

7610 Knollwood Road, Towson, MD 21286

("the premises"), together with the following furnishings and appliances:

1. Clothes dryer and clothes washer
2. Refrigerator
3. Stove or Range
4. Kitchen fan
5. Sunroom fan
6. Drapery rods in dinning and living/family rooms

subject to the terms and conditions in this Agreement.

Term:
The term of this Lease is for **14 months**, commencing on **May 1, 2006**, and expiring on **June 30, 2007**, unless renewed or extended pursuant to the terms herein.

Payment of Rent:
The total rent for the term of this agreement is **$23,800** payable at a rate of **One Thousand Seven Hundred Dollars ($1,700)** per month in advance, the first installment to be made on the first day of **June 1, 2006** (see **"Additional Provisions"**) and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, personal check, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be made payable to, and mailed or delivered to the following address:

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

Prorated first month's rent:
If the lease term commences on a day other than the first day of a month, Tenant will pay to Landlord a prorated monthly rent for the period from the commencement of this Lease to the first day of the following month. The prorated rent from the commencement of this Lease to the first day of the following month is **$ N/A**, which amount shall be paid at the execution of this Lease.

Returned Check and Stop Payment:

Draft 4

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason whatsoever, Tenant will pay Landlord a service charge of **$25.00 (Twenty-Five Dollars)**, which does not exceed the maximum amount allowed by applicable Maryland law.

Late Charges:
If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will be assessed a late charge of **$75.00 (Seventy-Five Dollars)** as allowed by applicable Maryland law. If the payment is late due to returned check or any other reason described in the "Returned Check and Stop Payment" paragraph above, late charges will be assessed in addition to the $25.00 "returned check" fee. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Additional Rent:
All sums of money or other charges required to be paid by Tenant to Landlord under the terms of this lease, whether or not the same be designated "rent" or "additional rent", shall be deemed rent and shall be collectible as same.

Tenant Examination and Acceptance of Premises:
The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in its AS-IS condition. Tenant agrees not to damage the premises through any act or omission; and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:
The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement whose names appear below:

1. Benjamin Chernick
2. Christopher McLean
3. Robert Meltzer
4. Samuel Weiland

The premises shall be occupied by no more than **4 (four)** persons, including children. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord. No guests (including, but not limited to, parents, siblings, other relatives, or friends) may stay on premises for longer than 5 (five) days, without the prior written consent of the Landlord.

Joint and Several Liability
If rented to cotenants (including husband and wife), all tenants are individually and collectively responsible for all owed rents and tenant damages. If the lease is co-signed for one or more Tenants, all cosigners are also individually and collectively responsible for all owed rents and tenant damages.

Multi Family / Condominium Addendum
Where this lease applies to a multi-family dwelling or a condominium, Tenant hereby acknowledges that Tenant has been made aware of any special conditions affecting the leased property, as set forth in the attached addendum bearing the signatures of all parties concerned and hereby made a part of this lease agreement; and further, Tenant agrees to abide by the conditions as set forth in said addendum. Addendum attached ☐ Yes ☒ No

Disturbances and Violation of Laws:
Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Security Deposit and Return Thereof:
Tenant has deposited with Landlord the sum of **One Thousand Seven Hundred Dollars ($1,700)**, which sum does not exceed two (2) months rent or $50.00, whichever is greater, per dwelling unit leased under this Lease which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees,

employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant has the right to be present at the time of inspection to determine if any damages were done to the premises if Tenant notifies Landlord by certified mail of his intention to move, date of moving, and new address. The notice shall be mailed at least **sixty (60) days prior to date of moving**. Upon receipt of notice, Landlord shall notify Tenant by certified mail of time and date when premises are to be inspected. The date shall occur within five (5) days before or five (5) days after date of moving as designated in Tenant's notice. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over.

The Landlord hereby acknowledges receipt of the aforesaid deposit which shall be deposited by Landlord in an interest bearing escrow account and which deposit shall be made within thirty (30) days after receipt of said funds in a banking or savings system within the State of Maryland and which account shall be devoted exclusively to security deposit(s). The Landlord shall, upon written request, promptly provide the Tenant with a written list of all existing damages, and such request by the Tenant must be made within fifteen (15) days of the Tenant's occupancy. Within 30 days after the end of the tenancy, the Landlord shall return the deposit to the Tenant, together with simple interest which shall have accrued, less any damages rightfully withheld. Interest shall accrue at three (3) month intervals from the day Tenant gives Landlord the said deposit. Interest shall not be compounded.

In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee sub lessee, the security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and the Landlord shall have no further liability with respect to return of such security deposit to the assignor.

Tenant acknowledges that this paragraph constitutes written notice to him at time of payment of security deposit of his rights under applicable Maryland law.

Application for Lease:
Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:
No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:
Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Insurance:
Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God. **Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.**

Utilities:

Tenant will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☒ Gas or Oil ☒ Water ☒ Electric ☐ Refuse Collection

Note: Tenant agrees to use Pug's Fuel and Oil Service Company for purchasing heating oil for the premises.

Tenant will be responsible and pay for the following optional utilities or services, including all required deposits (check those that apply):

☒ Telephone ☒ Cable/Satellite TV ☒ Internet

Tenant is not required to have any of the above three optional services as part of this lease agreement.

Landlord will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☐ Gas ☐ Water ☐ Electric ☐ Refuse Collection
☐ Telephone ☐ Cable/Satellite TV ☐ Internet

Tenant shall be responsible for arranging for any utility service not provided by the Landlord, and for any utilities not listed above, on the effective date of this Lease. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

Alterations and Repairs by Tenant:
Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:
Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Landlord's Responsibilities and Duties:
In compliance with applicable Maryland law, Landlord shall maintain:

a. Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

b. Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.

c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

d. Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.

e. Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.

f. Building, grounds and appurtenances at the time of the commencement of the lease or Lease agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, and all areas under control of the landlord kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage.

g. An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or Lease agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.

h. Floors, stairways, and railings maintained in good repair.

i. Compliance with the requirements of applicable building and housing codes materially affecting health and safety, including installing dead-bolt locks on all swinging entrance doors.

j. Compliance with the requirements of any other applicable State, County or municipal law, statute or code not herein listed.

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

Tenant's Responsibilities and Duties
In compliance with applicable Maryland law, Tenant covenants:

(1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.

(2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

(5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

(6) Promptly remove ice and snow from walkways, steps and driveway.

(7) Replace light bulbs, fuses, faucet washers, heater filters, and minor maintenance items including opening clogged sinks and toilets.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

The Tenant shall be held responsible for any direct and /or consequent damage to the premises and for the cost of such repair caused by any negligence either by action or lack of action on the part of the Tenant, Tenant's family, guests, employees or pets. Such damage shall be deemed as being additional rent due and payable within thirty (30) days from date of submission of bill to Tenant by Landlord.

Pets:
No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises.

Surrender of Premises:
Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Landlord's Right to Access and Inspection:
In addition to the rights provided by applicable Maryland law, in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, Landlord or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant reasonable verbal or written notice before entering. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

Lease Renewal:
Tenancy created under this agreement shall continue for a like term after its expiration, on the same terms and conditions as herein expressed, unless either Landlord or Tenant, whichever desires not to renew the agreement upon the expiration of the then existing term, shall give to the other written notice of its intention not to renew the agreement at least **Sixty (60) days prior to the expiration of the then existing term**. In the event the Landlord gives written notice, at least sixty days prior to the expiration of then term of its intent to change the terms and conditions of the agreement (including changes in rental fees), Tenant shall be conclusively deemed to have renewed said tenancy upon terms and conditions as are contained in said written notice, unless Tenant gives notice to the contrary in writing, sent either registered or certified mail, within 10 (ten) days after receiving such notice from Landlord.

Termination of Lease - Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other **Sixty (60) days** written notice prior to the due date. If Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable Maryland law, at the monthly rate in effect during the last month of the expiring term plus 50% premium. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, **Thirty (30) days written notice** of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Maryland law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Extended Absences by Tenant and Notice Thereof:
Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs. If such absences are customary and frequent, the expected frequency and duration of absence should be summarized here:

Abandonment:
Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any monies owing remain unpaid. In such event, Tenant will be considered in default of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable Maryland law, except in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Maryland law, and terminate this Lease without notice to Tenant.

Property Damage - Destruction of Property:
If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises. Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

Hold Harmless:
To the fullest extent permitted by applicable Maryland law, Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Default / Breach By Tenant:
In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy ,the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice of termination and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice if the default is not remedied within a reasonable time not in excess of thirty (30) days and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, in the event the default is nonpayment of rent, Landlord shall not be required to deliver thirty (30) days notice as provided above but may serve Tenant with a seven (7) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the premises by the expiration of the seven (7) day notice period. Furthermore, for any substantial violation of this Lease or applicable law materially affecting health and safety, Landlord may serve Tenant with a three (3) day written notice of termination whereupon the Tenant must cure the default by the expiration of the three (3) day notice period or surrender the premises. Upon Landlord's termination of this, Tenant expressly agrees and

understands that unless prohibited by applicable State law, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Remedies - Cumulative:
The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Maryland law.

Notice of Injuries on Premises:
In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease

Waiver:
Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:
The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Court Costs and Attorneys Fees:
In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due hereunder, the Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord, to the greatest extent allowed by applicable Maryland law.

Agents and Authority to Receive Legal Papers:
Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox to Tenant at the premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Alexander Sulakvelidze, 536 Hampton Lane, Towson, MD 21286

Time:
Time is of the essence of this agreement.

Subordination:
Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord's right to subject the premises to a mortgage or other lien.

Eminent Domain:
If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof

Paragraph Headings:
The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding:
This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:
This document and any Attachments constitute the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Governing Law:
This Lease shall be governed by the laws of the state of Maryland.

Severability:
The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein. To the extent that any portion of this agreement found to be invalid, illegal, unconstitutional, inapplicable or unenforceable may be valid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:
In order for the Landlord to hold the house for Tenant until the May 1, 2006 move-in date, and to perform below-specified remodeling work on the premises, Tenant agrees to pay Security Deposit and First Month's rent at signing ($3,400.00). **The entire amount is nonrefundable if Tenant changes his/her mind and decides not to lease, for any reason whatsoever.** If the Tenant moves in during May 2006, the first month's rent (paid at lease signing) will be applied to the May 2006 payment. The next rent will be due on June 1, 2006.

The Landlord shall:

1. Install new bathroom with the door on the outside.
2. Install carpet in what would be the 4th bedroom.
3. Install door to the laundry room.
4. Paint one fresh coat of paint on the 3 bedrooms upstairs.
5. Paint the back of the bathroom door upstairs.
6. Hire a lawn care service to cut the grass in the yard

All of the above-listed renovations (items 1-5) will be completed by May, 1, 2006. If the above-specified work is not completed by that time, rent for May 2006 will be $1,590. If the above specified work is not completed by June 1, 2006, rent for June 2006 will be $1,300. If the above specified work is not completed by July 1, 2006, rent for July 2006 will be $1,100 and will continue at that level until the above-specified work is completed. Beginning on the first day of the first month after the above-specified work is completed, the rent will resume being $1,700 per month (e.g., if the work is completed on May 20 2006, rent for June 2006 and onward will be as specified in the main body of the lease; i.e., $1700/month).

At a minimum, the new bathroom (item 1 of the above-listed renovations) will have toilet, shower or tub, and sink or vanity with sink. It will be painted, equipped, tiled, etc. according to the Landlord's preferences. The Tenant agrees to accept the bathroom as delivered by the Landlord, without any claims as to the color of paint, type of fixtures, or any other non-functional issue(s) whatsoever. Furthermore, the Tenant agrees to accept the work performed under items 2 – 5 as delivered by the Landlord, without any claims as to the color of paint, type or color of carpet, or any other non-functional issue(s) whatsoever.

Landlord/Agent's signature: _____ Date: 3/2/06

Tenant's signature: _____

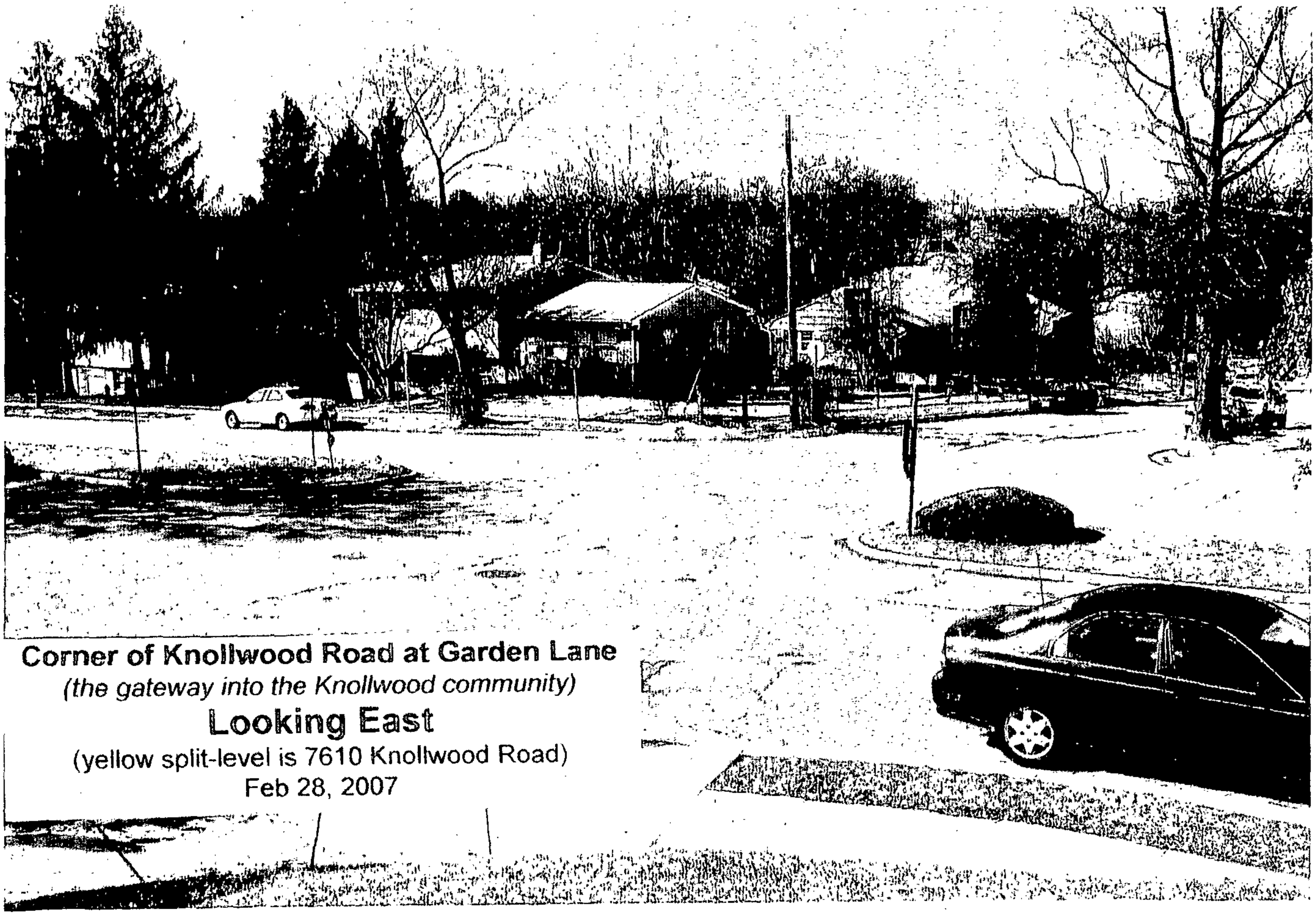
Print name: _____ Date: _____

Cosigner's signature

Print name: _____ Date: _____

Corner of Knollwood Road at Garden Lane
(the gateway into the Knollwood community)
Looking South
(yellow split-level is 7610 Knollwood Road)
Feb 28, 2007

Pro 5A



Corner of Knollwood Road at Garden Lane

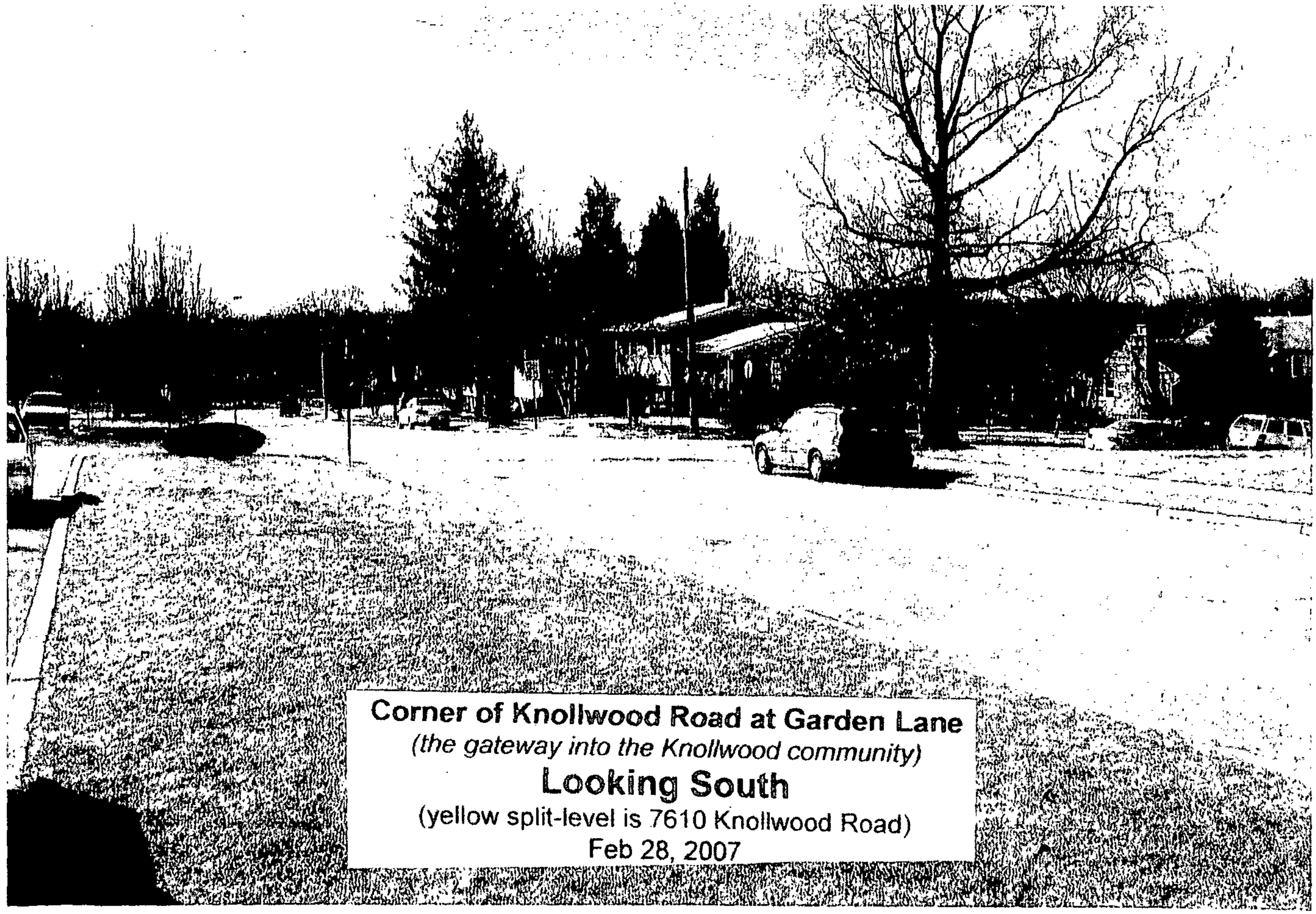
(the gateway into the Knollwood community)

Looking East

(yellow split-level is 7610 Knollwood Road)

Feb 28, 2007

Pro 5 B



Corner of Knollwood Road at Garden Lane
(the gateway into the Knollwood community)
Looking South
(yellow split-level is 7610 Knollwood Road)
Feb 28, 2007

Pro 5C

Corner of Knollwood Road at Garden Lane

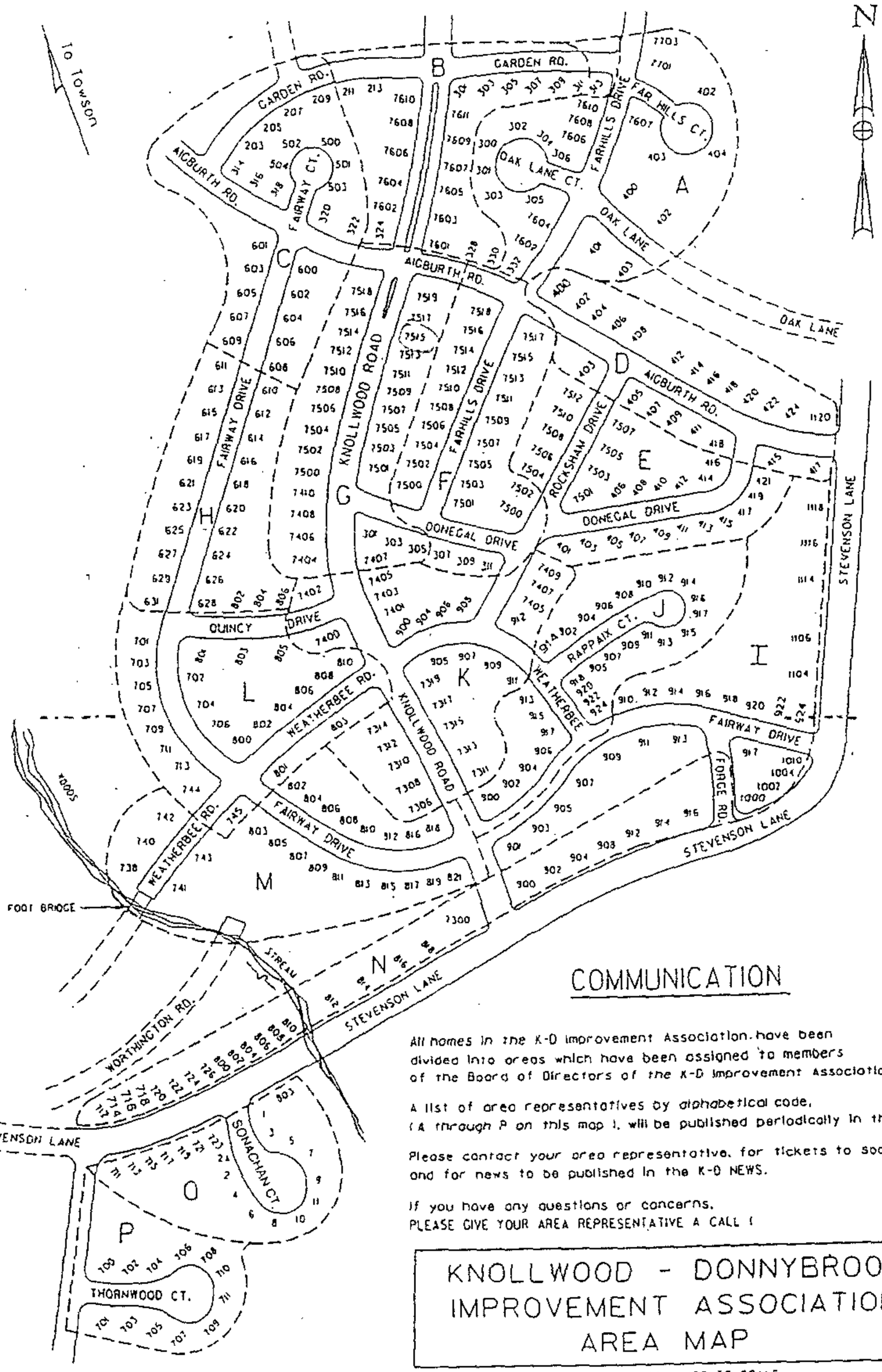
(the gateway into the Knollwood community)

Looking Southeast

(yellow split-level is 7610 Knollwood Road)

Feb 28, 2007

Pro 5D



COMMUNICATION

All homes in the K-D Improvement Association have been divided into areas which have been assigned to members of the Board of Directors of the K-D Improvement Association.

A list of area representatives by alphabetical code, (A through P on this map), will be published periodically in the K-D NEWS.

Please contact your area representative, for tickets to social events and for news to be published in the K-D NEWS.

If you have any questions or concerns, PLEASE GIVE YOUR AREA REPRESENTATIVE A CALL !

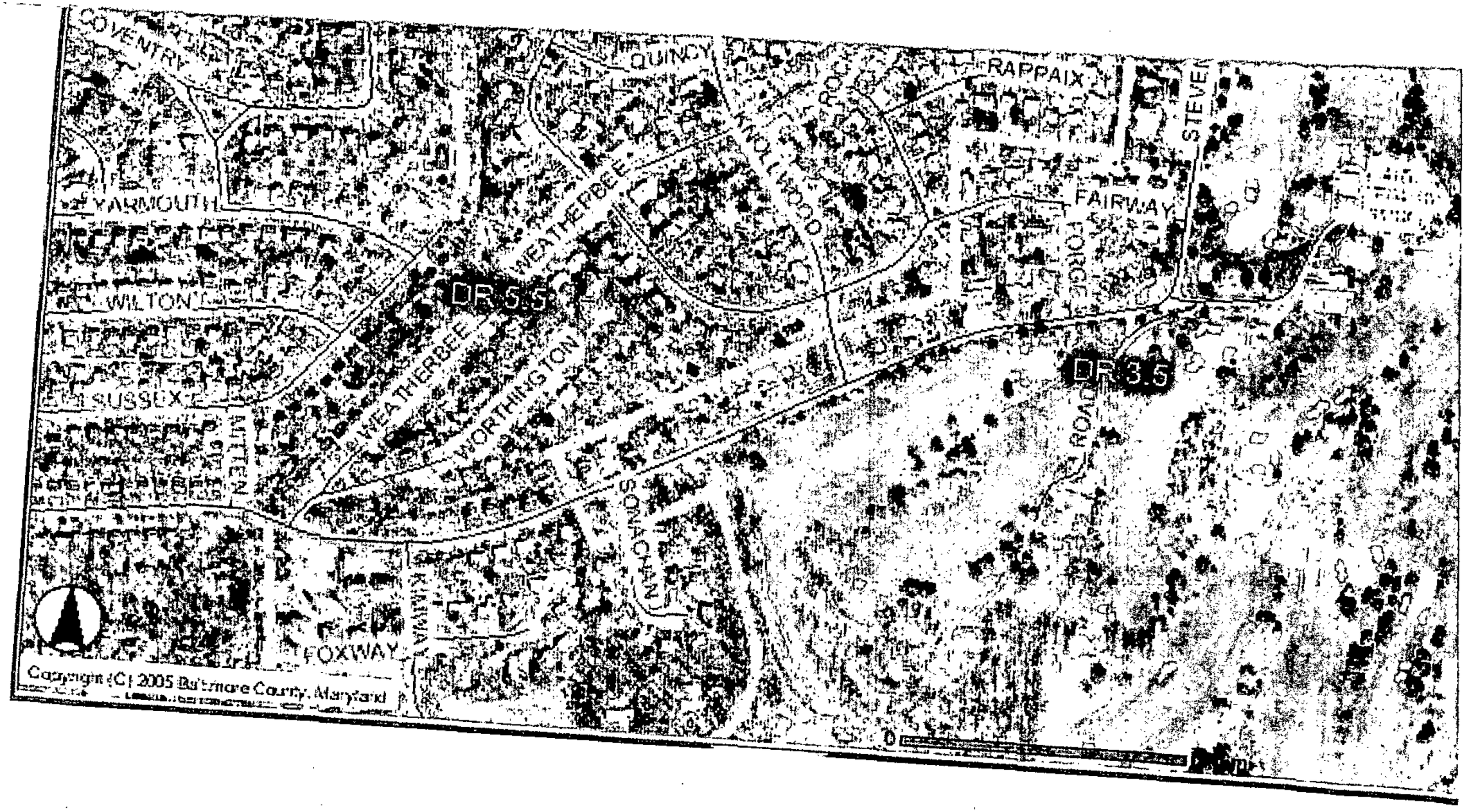
KNOLLWOOD - DONNYBROOK IMPROVEMENT ASSOCIATION AREA MAP

REVISED 10/28/98 - NOT TO SCALE

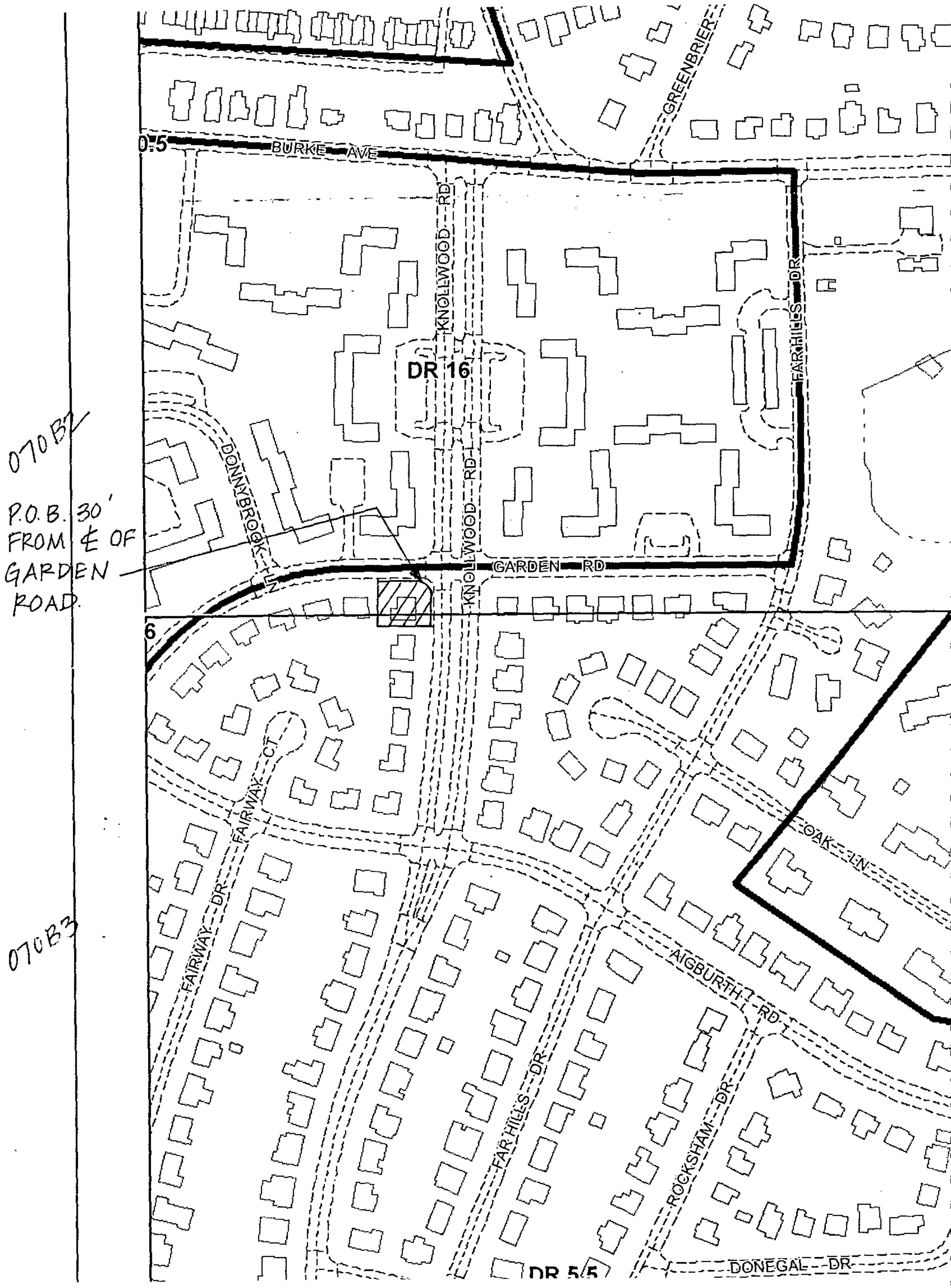
CADD Graphics By: Greg Cooley, 303 Donegal Drive, Towson, MD 21286 (410) 828-1809

Revisions made by Fay Citerone 7/1/2002

Pro #6


COVENTRY
QUINCY
RAPPAIX
STEVE
YARMOUTH
WILTON
SUSSEX
WEATHERBEE
WORTHINGTON
HOLLYWOOD
FAIRWAY
FORGE
ROAD
DR 5.5
DR 3.5
FOXWAY
Copyright (C) 2005 Baltimore County, Maryland

Pro # 7



200' SCALE ZONING MAP
#7610 KNOLLWOOD ROAD

#294.

Petition in opposition to the issuance of a permit 7-294-SPH to Alexander Sulakvelidze, 536 Hampton Lane in Towson, for property at 7610 Knollwood Road to operate a rooming house/boarding house that would allow up to four (4) unrelated persons to rent and reside in the house. The permit approval would also necessitate the placing of a parking pad for four cars on the lawn of the property.

We feel that issuance of a rooming house/boarding house permit sets a precedent for many homes in this neighborhood to be converted to a similar use. Our reasons for apposing this permit are:

- This is a single family house in a residential neighborhood.
- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	[illegible]	1104 Stevenson Lane
2	FREDERICK A. SCHOTT	7502 KNOLLWOOD RD. 21286
3	Clifford Nelson	7507 Rockshan Rd 21286
4	Mildred [illegible]	810 FAIRWAY DR. 21286
5	RICHARD ZAPF	7501 FAR HILLS DRIVE 21286
6	Angela Shrewsberry	900 Stevenson Ln 21286
7	Mike Lambert	911 Weatherbee Rd. 21286
8	Mary Beth Wellers	902 Stevenson Lane 21286
9	Marlene Riley	7609 Knollwood Rd 21286
10	Patti Pritchard	7611 Knollwood RD 21286
11	[illegible]	913 Rappain CT 21286
12	Ed Doyle	300 Oak Lane Ct 21286
13	Colleen Maloney-Mercier	3700 Knollwood Rd 21286
14	STEPHEN E. KULP	301 OAK LANE CT. 21286
15	Beth Tober	905 Weatherbee Rd 21286
16	Cheryl DeLuca	743 Weatherbee RD 21286
17	Peggy LORD	917 RAPPAIX CT
18	Rosemary Lawson	501 Fairway Ct
19	Elizabeth A. Sales	7410 Knollwood Road Towson 21286
20	[illegible]	304 Oak Lane Ct

Pro #8

2/25/07

Petition in opposition to the issuance of a permit 7-294-SPH to Alexander Sulakvelidze, 536 Hampton Lane in Towson, for property at 7610 Knollwood Road to operate a rooming house/boarding house that would allow up to four (4) unrelated persons to rent and reside in the house. The permit approval would also necessitate the placing of a parking pad for four cars on the lawn of the property.

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- This is a single family house in a residential neighborhood.
- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	Christine and Jack Weber	415 Aigburth Rd 21286
2	Pat Jakelski	701 Fairway Dr 21286
3	Hugh Slayman	7401 Knollwood Rd 21286
4	Bob Vaughan	817 Fairway Drive
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2/25/07

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- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	Timothy W. Bliss	401 Oak Lane, Towson, 21286
2	Judith A. Gregory	1116 Stevenson Lane
3	PAT FRANCE	7508 Knollwood Rd
4	Jill LaClair	7505 Rockshire Dr
5	Jeff Zeller	7505 Rockshire Dr
6	Jeff Zeller	324 Aigburth
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If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	James M. Eagan	920 Fairway Dr. Towson
2	James T. Shields	810 FAIRWAY DR. 21286
3	John R Baker	7503 Rockham Dr 21286
4	Cassandra Gullen	918 Fairway Dr 21286
5	Sue Grimsh	213 Garden Rd 21286
6	Gale Gullen Santina	912 Fairway Dr 21286
7	PATRICIA BECK	311 DONEGAL DR 21286
8	Diane Vogelsbach	503 FAIRWAY CT 21286
9	Cindy Sullivan	7501 Rockham Dr. 21286
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- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	Lynne F. Williams	907 Rappain Ct
2	Dorothy S. Cole	7513 Knollwood Rd.
3	Patricia A. Sullivan	909 Fairway Dr
4	Mary Renzyk	406 Highmoth Rd
5	Joanna Hisley	407 Highmoth Rd.
6	Gerald Murphy	419 Highmoth Rd
7	Helen C. Hagle	213 Carden Rd
8	Stacy M. Mosley	7500 Knollwood Rd
9	Brinley M. Mosley	7500 Knollwood Rd
10	Cherie Snyderman	7407 Rockshire Dr.
11	Walter V. V. Greenberg	7407 Rockshire Dr
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BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: January 25, 2007

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

SUBJECT: 7610 Knollwood Road

INFORMATION:

Item Number: 7-294

Petitioner: Alexander Sulakvelidze

Zoning: DR 5.5

Requested Action: **Special Hearing**

SUMMARY OF RECOMMENDATIONS:

The petitioners are seeking a special hearing to approve a rooming/boarding house at the subject property. According to section 101 (general definitions) of the Baltimore County Zoning Regulations, the definition under Boarding or Rooming House states the following;

A. A building:

1.) Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or

2.) Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or qdoption.

The Maryland Department of Taxation and Assessment shows this property as not being a primary residence for the owner. As such, it is presumed that this property is, in fact, being occupied in its entirety for compensation to the owner. According to section 408B.A.2.e (3) of the BCZR, the Zoning Commissioner may grant or deny the request based upon the manner in which the requirements of sections 408B and 502.1 (as well as any other requirements) in order to ensure that the use will not be detrimental to the health, safety, or general welfare of the surrounding community.

It is the opinion of this Office that utilizing a single family dwelling as a rooming / boarding house at this location would not be consistent with surrounding land uses. The surrounding neighborhood of Knollwood-Donnybrook, along with nearby communities, have been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties

Pro #9

and increasing transient populations. Rooming or boarding houses in established, single-family neighborhoods would only exacerbate this issue. Additionally the Office of Planning does not feel that the subject neighborhood is designed to accommodate the associated burden of parking. As such, this Office recommends the petitioner's request be denied.

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

Reviewed by: Carolyn Lenox

Division Chief: Lynn Lochner
AFK/LL: CM

W:\DEVREV\ZAC\7-294.doc

TITLE 6. RENTAL HOUSING LICENSES - PILOT PROGRAM

Section

35-6-101. Definitions
35-6-102. Purpose
35-6-103. Scope
35-6-104. Regulations
35-6-105. License - Required
35-6-106. Same - Applications
35-6-107. Same - Issuance and scope
35-6-108. Same - Term and renewal
35-6-109. Same - Transfers
35-6-110. Same - Denials, suspensions, and revocations; grounds
35-6-111. Denials, suspensions, and revocations; appeals
35-6-112. Civil penalties
35-6-113. Remedies cumulative

§ 35-6-101. DEFINITIONS.

(a) *In general.* In this title the following words have the meanings indicated.

(b) *Apartment complex.* "Apartment complex" means a group of 2 or more related buildings that:

(1) Have the same owner; and

(2) Contain at least 4 dwelling units in each building that:

(i) Share a common entrance from the outside with other dwelling units in the same building; or

(ii) Are arranged above or below, or next to, another dwelling unit.

(c) *Applicant.* "Applicant" means the property owner of a dwelling unit.

(d) *Boarding or rooming house.* "Boarding or rooming house" has the meaning stated in §101 of the Baltimore County Zoning Regulations.

(e) *Code Official.* "Code Official" means the Director or the Director's designee.

Pro #10

(2) The area known as Middlesex, bounded by the following streets and roads: Eastern Boulevard, Stemmers Run Road, Middlesex Road, and Orville Road;

(3) The area known as Colgate, bounded by the following streets and roads: Rolling Hill Road, Eastern Avenue, and North Point Boulevard;

(4) The area known as St. Helena, bounded by the following streets and roads: Dundalk Avenue, Dunhill Road, the rail line that borders the Dundalk Marine Terminal, the Baltimore City Boundary Line, and Oak Avenue;

(5) The area known as Old Dundalk, bounded by the following streets and roads: Dundalk Avenue, York Way, and Belclare Road;

(6) The area known as Loch Raven Village/Knettishall, bounded by the following streets and roads: Loch Raven Boulevard, Joppa Road, LaSalle Road, Glen Keith Boulevard, Barksdale Road, Pleasant Plains Road, Goucher Boulevard, the western boundary of the Loch Raven School property, Glen Keith Boulevard, Edgewood Road, Clearwood Road, Oakleigh Road, and Putty Hill Avenue;

(7) The area known as Ridgeleigh, bounded by the following streets and roads: Oakleigh Road, Joppa Road, Loch Raven Boulevard, Joan Avenue, and Weston Avenue;

(8) The area known as Rodgers Forge, bounded by the following streets and roads: Bellona Avenue, Stevenson Lane (including Stanmore Road, Stanmore Court, Brandon Road and Lanark Road), York Road, Overbrook Road, Blenheim Road, including the 6400 block of Blenheim Road, Gaywood Road and Dunkirk Road;

(9) The following streets and roads in the area known as Perry Hall: Neves Court, Bourbon Court, Hapsburg Court, Plantagenet Circle, Orange Court, Romanoff Court, Bernadotte Court, Cedar Chip Court, Medici Court, Borgia Court, Meadow Bank Court and Mapledale Court;

(10) The area known as Towson Manor Village bounded by the following streets and roads: York Road, Towsontowne Boulevard, Hendrickson Lane, Hillen Road, Burke Avenue, Aigburth Avenue, Marburth Avenue, Maryland Avenue, and Aigburth Road;

(11) The area known as Eastwood bounded by the following streets and roads: Eastern Avenue, Old North Point Road, Baltimore Street, and the Baltimore City Boundary Line; and

(12) The area known as Holland Hills bounded by the following streets and roads: Hazelwood Avenue, I-95, Radecke Avenue, and the Baltimore City Boundary Line.

(n) *Premises.*

(1) "Premises" means a lot, plot, or parcel of land on which there is a dwelling.

(2) "Premises" includes all dwellings on the lot, plot, or parcel of land.

§ 35-6-103. SCOPE.

(a) *In general.* This title applies to:

(1) Boarding or rooming houses in the pilot program area; and

(2) Dwellings with six or less dwelling units in the pilot program area.

(b) *Limitations.* This title does not apply to:

(1) Dwellings that are solely owner-occupied, including individuals related by blood, marriage, or adoption to or under the legal custody of the owner;

(2) Dwellings with seven or more dwelling units;

(3) Apartment complexes;

(4) Group houses;

(5) Dwelling units exempted by the Department as required by federal or state law or regulation;

(6) Dwelling units occupied by a former owner of the dwelling unit who, after having sold the dwelling unit to a new owner, continues to reside in the dwelling unit and pays rent to the new owner, provided the residency lasts not more than 12 months;

(7) Subject to regulations adopted by the Department, dwellings occupied by an owner and an individual paid directly or indirectly by the owner, including a nurse, nanny, or other household assistant; or

(8) Dwelling units occupied by a person related by blood, marriage, or adoption to or under the legal custody of the owner of the dwelling unit.

(1988 Code, § 18-103) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-104. REGULATIONS.

The Department may adopt regulations, in accordance with Article 3, Title 7 of the code, to carry out the provisions of this title.

(1988 Code, § 18-104) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

(c) *Required application information.* In addition to any other information required on an application form, the application form shall require:

(1) The name of the applicant and the address of the principal place of business of the applicant;

(2) A description of the dwelling unit and the address of the dwelling unit by house or unit number;

(3) The name and address of the managing operator, resident agent, or trustee, when applicable;

(4) The name and address of an adult individual who is a resident of Maryland and is designated as the applicant's agent for receiving service of process, notices, or any other papers from the county;

(5) The number of adult individuals authorized to occupy the dwelling unit;

(6) The type of dwelling, including the number of stories, in which the dwelling unit is located;

(7) The year the dwelling in which the dwelling unit is located was constructed;

(8) The type and number of smoke detectors in the dwelling unit;

(9) The type of heating system in the dwelling unit;

(10) The type of hot water heating system in the dwelling unit;

(11) The source of water; and

(12) The type of sewage disposal.

(d) *Change of information.* The applicant shall inform the Director in writing of any change in the information provided under subsection (c)(1), (3), or (4) of this section not more than 30 days after the change is made.

(e) *Corporations.* If the applicant is a corporation or a limited liability company, an officer of the corporation or limited liability company shall provide the information required under subsection (c) of this section.

(f) *Other business entities.* If the applicant is an association or partnership, an associate or partner shall provide the information required under subsection (c) of this section.
(1988 Code, § 18-106) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

(b) *Application for renewal.* Before a license expires, the licensee may periodically renew it for an additional 2-year term, if:

(1) The licensee otherwise is entitled to be licensed;

(2) The licensee pays to the Director the renewal fee for the dwelling unit established as provided for in § 3-1-202 of the code; and

(3) The licensee submits to the Director a renewal application on the form that the Director provides.

(c) *Issuance of renewal.* The Director shall renew the license of each licensee that meets the requirements of this title.
(1988 Code, § 18-108) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-109. SAME - TRANSFERS.

(a) *Notification of change of ownership.* Within 15 days after a change in ownership of the dwelling unit, the new property owner shall notify the Department of the change in ownership.

(b) *Transfer.* If necessary, the Department shall transfer the rental housing license for the dwelling unit to the new owner of the dwelling unit.

(c) *Expiration.* The license shall expire at the same time the license was due to expire before the transfer.

(d) *No fees for transfer.* A fee may not be charged for the transfer of a license.
(1988 Code, § 18-109) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-110. SAME - DENIALS, SUSPENSIONS, AND REVOCATIONS; GROUNDS.

(a) *Grounds.* The Director may deny a license to an applicant or suspend or revoke a license if the applicant or licensee:

(1) Fraudulently or deceptively obtains or attempts to obtain a license for the applicant or licensee or for another person;

(2) Fraudulently or deceptively uses a license;

(3) Violates this title;

§ 35-6-112. CIVIL PENALTIES.

(a) *General penalty.* Except as provided in subsection (b) of this section, a person who violates any provision of this title or any regulation adopted under the authority of this title is subject to a civil penalty of:

(1) $25 per day for each day that the violation occurs; and

(2) $200 per day for each day that the person does not comply with a correction notice issued under Article 3, Title 6 of the code.

(b) *Penalty for failure to be licensed.*

(1) A property owner who rents a dwelling unit without a license is subject to a civil penalty of $1,000; and

(2) If the property owner does not receive a license within 5 days after receiving a correction notice for failure to be licensed, the property owner is subject to a civil penalty of $25 per day for each day the person does not comply with the correction notice for failure to be licensed issued under Article 3, Title 6 of the code.

(1988 Code, § 18-112) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

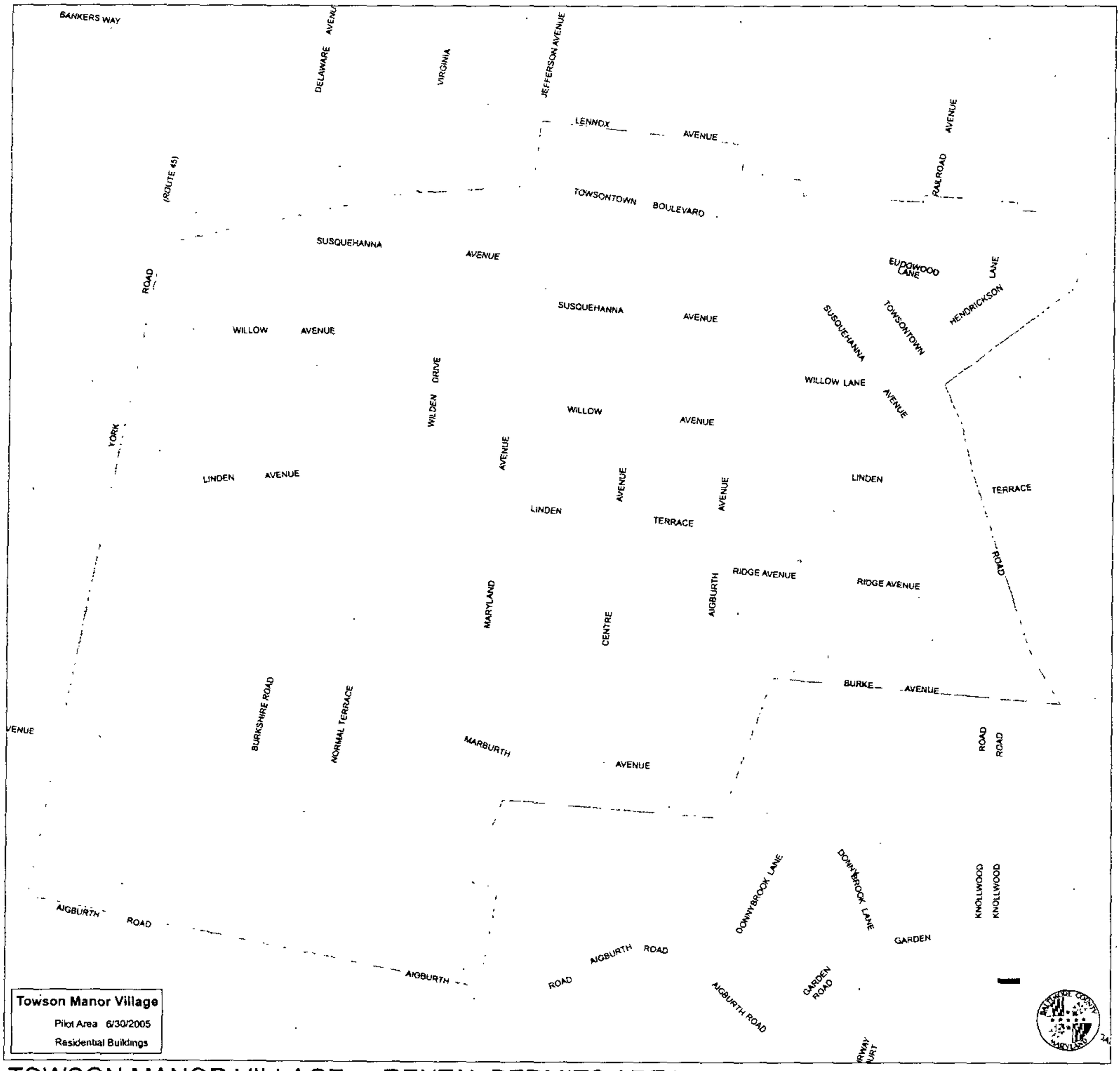
§ 35-6-113. REMEDIES CUMULATIVE.

The remedies available to the county and the Director under this title are cumulative and not exclusive.

(1988 Code, § 18-113) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.



TOWSON MANOR VILLAGE - RENTAL PERMITS AREA

Rso #11

The Greater Towson Council of Community Assoc., Inc
GTCCA

P.O. Box 5421
Towson, MD 21285-5421
www.GTCCA.org

March 2, 2007

Baltimore County Permits and Development
Zoning Commissioner
401 Bosley Avenue
Towson, Maryland 21204

Re: Case # 7-294-SPH

Dear Commissioner:

The Greater Towson Council of Community Associations (GTCCA) is the umbrella group for the 35 residential neighborhoods of Towson.

The member delegates of the Greater Towson Council of Community Associations voted unanimously supporting Knollwood Donnybrook's request to deny the rooming/boarding house permit at 7610 Knollwood Road.

We feel that the issuance of a permit sets a bad precedent for all the neighborhoods of Towson. Our goal is to keep neighborhoods strong and vibrant – boarding houses create situations that do not support stability.

Real Estate Investors should not be given further priveleges to maximize their profits at the expense of family oriented neighborhoods like Knollwood Donnybrook.

We strongly urge you to deny this Rooming / Boarding house permit request.

Sincerely,

Michael P. Ertel
President

Pro #12

THE RODGERS FORGE COMMUNITY, INC.

The Zoning Commissioner of Baltimore County
401 Bosley Avenue-Towson, Maryland

Re: Case Number 07-294-SPH March 2, 2007
7610 Knollwood Road – Towson
Petition to permit a Rooming/Boarding House

Sir:

The Rodgers Forge Community - 1777 homes - one of at least 35 residential neighboring community groups located in the general area of Towson states its position of OPPOSITION to this specific petition, Case Number 07-294-SPH, for a Rooming/Boarding House.

The Rodgers Forge Community – formed in September. 1939 with the original sub-division dating from 1923-24 – continues its long standing OPPOSITION to Rooming/Boarding House approvals in residential community settings as being not compatible nor in harmony with the values agreed upon found in the regulations of Baltimore County Zoning.

It is the firm belief that rooming/boarding house use will be detrimental to the general welfare and values of the immediate community and also to the surrounding general area of communities. These homes were/are built to be individual family residences which are consistent with the constructed community plan and the land use zoning. A review of the zoning issues and planning records will reveal that all of the surrounding communities – Knollwood/Donnybrook included – continue to affirm stability against mounting efforts from investment/absentee owners and transient inhabitants. The Towson area in general has a large number of apartment/rental style living accommodations that are properly zoned for said use and as such makes this request superfluous.

Rooming/Boarding Houses in these styles of established single family homes do not bring the same family mode of living that characterizes and distinguishes these neighborhoods/ communities as "sought after" areas to live as family.

The Rodgers Forge Community, Inc. through its Board of Governors VIGOROUSLY REQUESTS THAT THE PETITION Case Number 07-294-SPH BE DENIED.

Thank you for your positive consideration of our position of DENIED.

Sincerely,

J. Donald Gerding: a Governor and chair: Government and External Affairs
335 Old Trail Road
Baltimore, Maryland 21212 410-825-0894
For The Rodgers Forge Community, Inc. Board of Governors
on behalf of The Rodgers Forge Community

Lawrence Swoboda; president

Please mail me COPY of Decision Thank you

Pro #13

Outline Notes to Board - RFC, Inc Feb 21, 2007 Page 1 of 2
Don Gerding - Chair External & Gov't Affairs
Karl Pfromm - Committee Member / Deputy Chair

(1) Valley View Apartments to begin complete renovations of entire complex hence the 315 +/- TU students will not be allowed to reside there after the end of current semester and "the complex will no longer have Section 8 housing, a federal program that provides rent subsidies for low-income residents."
Renovations are to be scheduled for completion by Fall of 07. This is a private enterprise of Capstone Development Corp. and is not involved or connected to Towson U. per Robert Caret, president, Towson U.
This displacement of approx 315 +/- resident students will be a concern of the immediate neighboring communities such as Rodgers Forge
Don G will be the monitor & contact person on this issue - Call him with any info / concerns

(2) Rodgers Forge Community - via its Board - position on Rooming / Boarding House (s) in our general community region i.e. Case # 07-294-SPH @ 7610 Knollwood Rd
Don - review & read proposed letter of position - ACTION / Vote FOR / Against

(3) Rental Registration continues - not all within RF are inspected & license requirements complete and some addresses have not yet or are just filing an application fee - More to follow as Don G monitors

RF Board Outline Feb 21, 2007

(4) Code Enforcement/Livability issue continue to flow to our committee and with proper documentation & review we request the County to open/re-open a Case file and inspect/review & inform us of the findings — also our Trash Can concern in the 400 blk Old Trail continues!!

(5) Annapolis legislative concern

(A) "Standing" Bills Senate & House both failed - again we shall continue our efforts to gain "STANDING".

(B) Bills of interest
- SB 184 + HB 11 Drivers Licensing of illegal aliens
- SB 3 + HB 1043 "Duck take" concern
- [HB 110 Md "Comparative Negligence"
- [SB 276 " " "
- HB 704 + 705 - would limit in Balto County where sex offenders live ...

(6) UDAT — refer to Karl Pfrommer for review

(7) Other comments from Karl Pfrommer —

BURKLEIGH SQUARE COMMUNITY ASSOCIATION
P.O. Box 6713
Towson, Maryland

February 26, 2007

To Whom it May Concern:

The Board of the Burkleigh Square Community Association unanimously voted on February 26, 2007 to support the Knollwood/Donnebrook Community Associaition's opposition to the request for a rooming house/boarding house permit for the property at 7610 Knollwood Road, Towson, Maryland.

Respectfully submitted,

Elizabeth Z. Kahl, President
Burkliegh Square Community Association

Pro #14

DIVISION OF CODE INSPECTIONS AND ENFORCEMENT

VIOLATION CASE DOCUMENTS

VIOLATION CASE: 06-8634

7610 Knollwood Road

ZONING CASE: 07-294-SPH
7610 KNOLLWOOD ROAD

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

DATE: January 19, 2007

TO: W. Carl Richards, Jr.
Zoning Review Supervisor

FROM: Rick Wisnom, Hearing Officer
Division of Code Inspections & Enforcement

SUBJECT: Item No.: 294
Legal Owner/Petitioner: Alexander Sulakvelidze
Contract Purchaser:
Property Address: 7610 Knollwood Road
Location Description: Southwest corner of Knollwood Road and Garden Road

VIOLATION INFORMATION: **Case No.: 06-8634**
Defendants: Alexander Sulakvelidze

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

David Riley
7609 Knollwood Road
Towson, MD 21286

In addition, please find attached a duplicate copy of the following pertinent documents relative to the violation case, for review by the Zoning Commissioner's Office:

Complaint Intake Form
State Tax Assessment printout
Correction Notice/Code Violation Notice
Rooming House Questionaire
Other: letter

After the public hearing is held, please send a copy of the Zoning Commissioner's order to Lisa Henson in Room 213 in order that the appropriate action may be taken relative to the violation case.

RSW/
c: Sophia Jennings

ODE ENFORCEMENT REPC T

DATE: 9/29/06 INTAKE BY: CF CASE #: ~~06-4126~~ BFS Insp. 06-8634 INSPEC: 19

COMPLAINT LOCATION: 7610 Knollwood Rd

ZIP CODE: 21286 DIST:

COMPLAINANT NAME: David Riley PHONE #: (H) 410-321-0339 (W)

ADDRESS: 7609 Knollwood Rd ZIP CODE: 21286

PROBLEM: Zoning house

IS THIS A RENTAL UNIT? YES ____ NO ____
IF YES, IS THIS SECTION 8? YES ____ NO ____
OWNER/TENANT INFORMATION: Alexander Sulakvelidze
536 Hampton Lane Towson MD 21286

TAX ACCOUNT #: 0916751250 ZONING:

INSPECTION:

REINSPECTION:

REINSPECTION:

REINSPECTION:

RA1001B

DATE: 09/29/2006 STANDARD ASSESSMENT INQUIRY (1)

TIME: 09:29:54

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
09 16 751250	09	2-2	04-00	N	NO		01/25/06

SULAKVELIDZE ALEXANDER

DESC-1.. IMPS

DESC-2.. DONNYBROOK

536 HAMPTON LN

PREMISE. 07610 KNOLLWOOD RD

00000-0000

TOWSON MD 21286-1312 FORMER OWNER: MAROULAKIS EMMANUEL

---------- FCV ----------			---------- PHASED IN ----------		
	PRIOR	PROPOSED		CURR FCV	CURR ASSESS	PRIOR ASSESS
LAND:	40,280	91,280				
IMPV:	131,540	154,600	TOTAL..	221,192	221,192	196,506
TOTL:	171,820	245,880	PREF...	0	0	0
PREF:	0	0	CURT...	0	0	196,506
CURT:	0	0	EXEMPT.		0	0
DATE:	06/01	09/04				

---- TAXABLE BASIS ----		FM DATE
00/01 ASSESS:	221,192	01/23/06
ASSESS:	196,506	
ASSESS:	0	

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

Permits and Development Management
Code Inspections and Enforcement
County Off ilding, Rm. 213
111 West C. eake Ave
Towson, Maryland 21204

Code Enforcement	410-887-3351
Building Inspection	410-887-3953
trical Inspection	410-887-3960
ıbing Inspection	410-887-3620
Signs/ Fences	410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
06-8634	0916751250	10/12/06

NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: MD ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD RD

CITY: ~~BALTIMORE~~ TOWSON STATE: MARYLAND ZIP CODE: 21286

DID UNLAWFULLY VIOLATE THE FOLLOWING *BALTIMORE COUNTY LAWS:*

RESIDENTIAL ZONE CLASSIFICATION

☐ DR1 ☐ DR2 ☐ DR3.5 ☐ DR5.5 ☐ DR10.5 ☐ DR16
☐ RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)
☐ OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

☐ BL (230) ☐ BR (236) ☐ BM (233)
☐ MR (240) ☐ ML (253) ☐ MH (256)
☐ OTHER: _____

BALTIMORE COUNTY ZONING REGULATIONS (B.C.Z.R.)

AUTHORITY TO ENFORCE ZONING REGULATIONS: 32-3-102; 32-3-602; 32-3-603; 32-4-114

- ☑ 101; 102.1: Definitions; general use
- ☑ 1B01.1: DR Zones-use regulations
- ☐ 428: License/ Remove all untagged/ inoperative or *damaged/ disabled motor vehicle(s)*
- ☐ 1B01.1D: Remove open dump/ junk yard
- ☐ 431: Remove commercial vehicle(s)
- ☐ 101; 102.1: Remove contractors equip. storage yard
- ☐ 101; 102.1; ZCPM: Cease service garage activities
- ☐ *402: Illegal conversion of dwelling*
- ☐ 101; 102.1; ZCPM: Illegal home occupation
- ☐ 415A: License/ remove untagged recreation vehicle
- ☐ *415A: Improperly parked recreation vehicle*
- ☐ 415A: One recreational vehicle per property
- ☐ 410: Illegal Class II trucking facility
- ☐ 400: Illegal accessory structure placement.
- ☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs
- ☐ *102.5: Residential site line violation /obstruction*
- ☑ 408B: Illegal rooming/ boarding house
- ☐ BCC: 32-3-102; 500.9 BCZR; ZCPM: Violation of commercial site plan and/or zoning order

BALTIMORE COUNTY CODE (B.C.C)

- ☑ 13-7-112: Cease all nuisance activity
- ☐ *13-7-115: County to abate nuisance & lien costs*
- ☐ 13-7-310: Remove all trash & debris from property
- ☐ 13-7-312: Remove accumulations of debris, materials, etc
- ☐ 13-7-201(2): Cease stagnant pool water
- ☐ 12-3-106: Remove animal feces daily
- ☐ *35-5-208(a)(c): Seal exterior openings from rodents & pests*
- ☐ 13-4-201(b)(d): Store garbage in containers w/tight lids
- ☐ 35-2-301: Obtain building/ fence/ sign permit
- ☐ 18-2-601: Remove all obstruction(s) at street, alley, road
- ☐ 13-7-310(2): Remove bird seed / other food for rats
- ☐ 32-3-102: Violation of development plan/ site plan
- ☐ *IBC 115; BCBC 115: Remove/ Repair unsafe* structure board and secure all openings to premise
- ☐ 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall grass and weeds to three (3) inches in height

OWNER OCCUPIED HOUSING (B.C.C)

- ☐ 35-5-302(a)(1): Unsanitary conditions.
- ☐ 35-5-302(a)(3): Cease _____ *infestation from prop.*
- ☐ 35-5-302(b)(1)(2): Repair decorative trim, cornices, etc
- ☐ 35-5-302(b)(1)(4): Repair chimney & similar extentions
- ☐ 35-5-302(b)(1)(6): Repair defective door(s) / window(s)
- ☐ 35-5-302(a)(2): Store all garbage in trash cans
- ☐ 35-5-302(b)(1): Repair exterior structure
- ☐ 35-5-302(b)(1)(3): Repair exterior extentions
- ☐ 35-5-302(b)(1)(5): Repair metal/wood surfaces
- ☐ 35-5-302(b)(1)(7): Repair defective fence

INVESTMENT PROPERTY (B.C.C)

- ☐ 35-2-404(a)(1)(i): Remove hazardous or unsafe condition
- ☐ 35-2-404(a)(1)(iii): Repair roof or horizontal members
- ☐ 35-2-404(a)(1)(v): Repair ext. plaster or masonry
- ☐ 35-2-404(a)(1)(vii): Repair exterior construction (see below)
- ☐ 35-2-404(a)(1)(3): *Repair /remove defective exterior sign(s)*
- ☐ 35-2-404(a)(1)(ii): Repair ext. walls / vertical members
- ☐ 35-2-404(a)(1)(iv): Repair exterior chimney
- ☐ 35-2-404(a)(1)(vi) Waterproof walls/ roof /foundations
- ☐ 35-2-404(a)(1)(2): Remove trash, rubbish, & debris
- ☐ 35-2-404(a)(4)(i)(ii): Board & secure. Material to match building color of structure

OTHER VIOLATIONS OR REMARKS: _____

☐ NOTICE ~~POSTED AND~~ MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 11/12/06 INSPECTOR NAME: S Jennings
PRINT NAME

AGENCY

Permits and Development Management
Code Inspections and Enforcement
County Office Building, Room 111
111 West Chesapeake Ave
Towson, Maryland 21204

Code Enforcement	410-887-3351
Building Inspection	410-887-3953
Electrical Inspection	410-887-3960
Plumbing Inspection	410-887-3620
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CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
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NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD ROAD

CITY: BALTIMORE STATE: MARYLAND ZIP CODE: 21286

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☐ OTHER: _____

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☐ BL (230) ☐ BR (236) ☐ BM (233)
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☐ 35-2-404(a)(4)(i)(ii): Board & secure. Material to match building color of structure

OTHER VIOLATIONS OR REMARKS: * trash bag in front

☑ NOTICE POSTED AND MAILED

POTENTIAL FINE: ☐ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 10/11/06 INSPECTOR NAME: S Jennings
PRINT NAME (Rev 9/05)
AGENCY

Rec'd 12/5/06 SCJ

ROOMING HOUSE QUESTIONS FOR COMPLAINANT

Alleged Violation Address: 7610 KNOLLWOOD RD 21286

Dear DAVID RILEY**, the Baltimore County Department of Permits and Development Management needs your help to correct code violations at the address above which relate to your complaint. To aid us in taking corrective action, we request that you write out answers to the following questions in the space provided and mail them in the self-addressed and stamped envelope enclosed for your convenience to:**

Department of Permits and Development Management
111 W. Chesapeake Avenue, Rm. 213
Towson, Maryland 21204

We thank you in advance for your assistance in helping to correct this apparent Code violation.

1. Print your full name: DAVID William Riley
2. Print your current address: 7609 KNOLLWOOD RD.
3. Please provide your telephone number and/or e-mail address to assist us in communicating with you more efficiently. Due to our obligations under the Freedom of Information Act, this information may be available to anyone requesting it, including owner and occupants of the subject property. (410) 321-0339
   DWRILEY@nsa.gov
4. How long have you lived at this address?
   20 YEARS
5. If you believe the rooming/boarding house at the subject property ("Alleged violation address") is owner occupied, what is the basis of such belief? I don't believe it is owner occupied.

010-8/1/34

6. How many people do you believe reside at this address and describe the basis of such understanding on your part including, if possible, the length of occupancy time for each resident?

4 persons live there on a continual basis.

7. If you are aware that any residents of the subject property are related, please state the source of such knowledge on you part.

—

8. For what period of time have you observed more than 2 unrelated individuals living at the subject property?

6 Months

9. Do you know the names, sex and/or approximate ages of any of the residents of the subject property? Yes X No ___
If yes, please provide below any information known.

4 Males 18 - 25 years old.

10. How often do you observe the resident of the subject property (i.e., at least daily, weekly, other)?

Daily

11. Do any residents drive a vehicle? Yes X No _____
If yes, provide the make, and State of origin and number of the license plate attached to the vehicle.

white truck - DEF8244 (NY)
BLACK CIVIC - LCL753 (MD)
RED GRAND PRIX - 1BP132 (MD)
BLACK CIVIC - 6CD645 (MD)

Signature: _____ Date: 1 Dec 06

Thank You for your assistance.

HOLZER

& LEE

LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

December 18, 2006
#7676

Mr. Donald Brand
Buildings Engineer
Baltimore County
County Office Building
Room 105
Towson, Maryland 21204

RE: Alexander Sulakvelidez
Zoning Citations for 7610 Knollwood Road
Towson, Maryland 21286
Correction Notice: Case No.: 06-8634

Dear Mr. Brand:

This letter will confirm that I represent Mr. Alexander Sulakvelidez of 536 Hampton Lane, Towson, Maryland concerning the correction notice issued for 7610 Knollwood Road, Towson, Maryland 21204. Please be advised that I am preparing a Petition for Special Hearing pursuant to Baltimore County Zoning Regulation 500.7 to be filed with the County on or before December 30, 2006. The Petition for Special Hearing will be in lieu of a request for a use permit pursuant to Section 408B of the Baltimore County Zoning Regulations requesting permission for a boarding/rooming house which is authorized in the D.R. Zone. The Petition for Special Hearing will permit posting of the property and a formal public hearing before the Zoning Commissioner concerning this request. Filing a Petition for a Special Hearing, as opposed to an Application to the Director of Permits and Development Management for a use permit, will permit public scrutiny and a hearing.

Based upon the filing of the Petition for Special Hearing before December 30, 2006, you advised that the Code Enforcement for Baltimore County will extend the time for the correction notice until the date of the public hearing. You further advised that no zoning citation will be issued until the Zoning Commissioner has rendered an Opinion and the Decision becomes final.

I have also agreed with you that time is of the essence in obtaining a prompt hearing and will upon filing of the Petition for Special Hearing seek to obtain a hearing in the months of January or February, 2007.

Thank you for your courtesy in this matter.

Very truly yours,

J. Carroll Holzer

JCH:mlg

cc: Mr. Jim Thompson
Ms. Sophia C. Jennings
Mr. Alexander Sulakvelidze

DIRECTOR OF THE DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT.
111 W. Chesapeake Avenue
Towson, Maryland 21204
Baltimore County, Maryland

In the Matter of ALEXANDER SULAKVELIDZE
Respondents

Civil Citation No. 06-8634
7610 KNOLLWOOD ROAD

INTERROGATORIES TO RESPONDENT:

(PRINT OR TYPE NAME) _____

This matter is before the Code Enforcement Hearing Officer for the Department of Permits and Development Management who elects to obtain discovery by Interrogatories as set forth below before a hearing is held at the request of a responding Violator.

INSTRUCTIONS

A. These interrogatories are propounded to the above named responding Violator pursuant to §3-6-206(e) of the Baltimore County Code.

B. Your response shall contain all information regarding any matter, not privileged, including the existence, description, nature, custody, condition, and location of any documents or other tangible things and the identity and locations of persons having knowledge of any discoverable matter, if the matter sought is relevant to the subject matter involved in this action, whether it relates to the alleged violations or your defense of them.

C. If requested, you shall attach to your response or submit for inspection the original or an exact copy of (1) any instrument on which a defense is founded and (2) any report, whether acquired or developed in anticipation of an allegation that a violation exists or for the code enforcement hearing, made by an expert whom you expect to call as an expert witness at the hearing. Any such request shall also contain (a) the type of document (i.e., letter, contract, map, etc.); (b) state the title of the document, the date, the author, any file, reference, or identifying number or symbol connected with the document; (c) identify all persons who wrote, signed, initialized, dictated, or otherwise participated in the creation of said document or received a copy thereof; (d) state the document's general subject matter; and (e) identify all persons to whom the document was addressed, if any. If the instrument or report was, but no longer is in your possession, custody or control, state if the document was lost or destroyed or what other disposition was made of it and the reasons therefore.

D. You shall serve a response on or before 12/12/06 upon the Director of Permits and Development Management, 111 West Chesapeake Avenue, Room 213, Towson, Maryland 21204.

E. Your response shall set forth each interrogatory followed by its answer.

F. Your answer shall include all information available to you directly or through agents, representatives, or attorneys.

G. Your response shall be under oath and signed by you.

H. Any request embodied in an interrogatory to "identify" any person or persons shall be deemed to include the following request: With respect to an actual person, that person's (a) full name; (b) employer or other organization or entity with which the person is affiliated; (c) present or last known business or home address and telephone number; and (d) job title(s). With respect to other persons: (a) the full name of the organization, entity or person; (b) the name, employer, job title, business address, telephone number and place of work of each individual employed by, affiliated with or representing such person with whom communications have been made relating to the subject matter of the interrogatory.

DEFINITIONS

A. The term "you" or "your" means the responding Violator, his or her attorneys, agents, employees, insurers, officers, experts, contractors, or other representatives of them.

B. The term "person" or "persons" means without limitation, any natural person, corporation, partnership, proprietorship, association or group of natural persons acting or purporting to act as an entity.

C. The term "premises" means the property which is the subject of a code enforcement action.

INTERROGATORIES

1. Identify the owner(s) of the premises (show full name and address for each owner).

2. Identify all adult persons who reside on the premises.

3. Identify all residents of the premises who regularly utilize a motor vehicle for transportation to and from the premises and list the make, model and license plate number for those vehicles and where they customarily park.

4. Is off street parking is provided for any occupants of the premises? If the answer is yes, state how many parking places are provided.

5. Identify all occupants of the premises who are related by blood, marriage and adoption.

6. State what compensation is paid, if any, by or on behalf of any occupant of the premises.

7. Attach any written instrument signed by any occupant of the premises which relates to the payment of compensation to the owner(s).

8. Attach any written rules or regulations which govern the occupancy of the premises.

9. If there have been any prior code violations at the premises, state the approximate date and the particular nature of such violations and their resolution.

See attached

Signed: _____ Dated: 12/11/06

INTERROGATORIES

1. Identify the owner(s) of the premises (show full name and address for each owner).

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

2. Identify all adult persons who reside on the premises.

Benjamin Chernick
Robert Meltzer
Christopher McLean
Samuel Weiland

3. Identify all residents of the premises who regularly utilize a motor vehicle for transportation to and from the premises and list the make, model and license plate number for those vehicles and where they customarily park.

Tenant	Car	License plate #
Benjamin Chernick	Honda Civic	6CDL45
Robert Meltzer	Pontiac Grand AM	JBP132
Christopher McLean	Dodge RAM 1500	DEF8244
Samuel Weiland	Honda Civic	LCL753

Cars are parked in the house's driveway and also on-street around the house. See item #4 for additional information about parking.

4. Is off street parking is provided for any occupants of the premises? If the answer is yes, state how many parking places are provided.

One parking space is in the house's driveway. The house is located on the corner of Knollwood Road and Garden Road (corner lot), across the street from Donnybrook Apartment complex. There is additional parking space available in front of the house (on Knollwood Road) and on the side of the house (on Garden Road).

5. Identify all occupants of the premises who are related by blood, marriage and adoption.

None.

6. State what compensation is paid, if any, by or on behalf of any occupant of the premises.

$1700/month.

7. Attach any written instrument signed by any occupant of the premises which relates to the payment of compensation to the owner(s).

Copy of the lease is attached. The amount of monthly lease payments ($1700/month) is specified in the lease.

8. Attach any written rules or regulations which govern the occupancy of the premises.

The occupancy of the premises is governed by the lease. Copy of the lease is attached. For the space consideration, only one copy of the lease is enclosed. All current occupants individually signed the exact copy of the enclosed lease paperwork.

9. If there have been any prior code violations at the premises, state the approximate date and the particular nature of such violations and their resolution.

Empty trash bin was once left in front of the house which triggered Correction Notice dated 10/4/06. The deficiency was corrected the same day the undersigned received the Correction Notice. No additional code violations have been noted on the premises. The owner and current tenants have received no direct complaints from any of the neighbors.

Signed: _____ Dated: 12/11/06

RESIDENTIAL HOUSE RENTAL LEASE AGREEMENT

Parties:

This Agreement is entered into between

(hereinafter referred to as "Tenant") and

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286
410-821-8857

(hereinafter referred to as "Landlord").

If more than one tenant, each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:
In consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in Baltimore County, Maryland and located at:

7610 Knollwood Road, Towson, MD 21286

("the premises"), together with the following furnishings and appliances:

1. Clothes dryer and clothes washer
2. Refrigerator
3. Stove or Range
4. Kitchen fan
5. Sunroom fan
6. Drapery rods in dinning and living/family rooms

subject to the terms and conditions in this Agreement.

Term:
The term of this Lease is for **14 months**, commencing on **May 1, 2006**, and expiring on **June 30, 2007**, unless renewed or extended pursuant to the terms herein.

Payment of Rent:
The total rent for the term of this agreement is **$23,800** payable at a rate of **One Thousand Seven Hundred Dollars ($1,700)** per month in advance, the first installment to be made on the first day of **June 1, 2006** (see "**Additional Provisions**") and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, personal check, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be made payable to, and mailed or delivered to the following address:

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

Prorated first month's rent:
If the lease term commences on a day other than the first day of a month, Tenant will pay to Landlord a prorated monthly rent for the period from the commencement of this Lease to the first day of the following month. The prorated rent from the commencement of this Lease to the first day of the following month is **$ N/A**, which amount shall be paid at the execution of this Lease.

Returned Check and Stop Payment:

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason whatsoever, Tenant will pay Landlord a service charge of **$25.00 (Twenty-Five Dollars)**, which does not exceed the maximum amount allowed by applicable Maryland law.

Late Charges:
If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will be assessed a late charge of **$75.00 (Seventy-Five Dollars)** as allowed by applicable Maryland law. If the payment is late due to returned check or any other reason described in the "Returned Check and Stop Payment" paragraph above, late charges will be assessed in addition to the $25.00 "returned check" fee. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Additional Rent:
All sums of money or other charges required to be paid by Tenant to Landlord under the terms of this lease, whether or not the same be designated "rent" or "additional rent", shall be deemed rent and shall be collectible as same.

Tenant Examination and Acceptance of Premises:
The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in its AS-IS condition. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:
The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement whose names appear below:

1. Benjamin Chernick
2. Christopher McLean
3. Robert Meltzer
4. Samuel Weiland

The premises shall be occupied by no more than **4 (four)** persons, including children. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord. No guests (including, but not limited to, parents, siblings, other relatives, or friends) may stay on premises for longer than 5 (five) days, without the prior written consent of the Landlord.

Joint and Several Liability
If rented to cotenants (including husband and wife), all tenants are individually and collectively responsible for all owed rents and tenant damages. If the lease is co-signed for one or more Tenants, all cosigners are also individually and collectively responsible for all owed rents and tenant damages.

Multi Family / Condominium Addendum
Where this lease applies to a multi-family dwelling or a condominium, Tenant hereby acknowledges that Tenant has been made aware of any special conditions affecting the leased property, as set forth in the attached addendum bearing the signatures of all parties concerned and hereby made a part of this lease agreement; and further, Tenant agrees to abide by the conditions as set forth in said addendum. Addendum attached ☐ Yes ☒ No

Disturbances and Violation of Laws:
Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Security Deposit and Return Thereof:
Tenant has deposited with Landlord the sum of **One Thousand Seven Hundred Dollars ($1,700)**, which sum does not exceed two (2) months rent or $50.00, whichever is greater, per dwelling unit leased under this Lease which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees,

employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant has the right to be present at the time of inspection to determine if any damages were done to the premises if Tenant notifies Landlord by certified mail of his intention to move, date of moving, and new address. The notice shall be mailed at least **sixty (60) days prior to date of moving**. Upon receipt of notice, Landlord shall notify Tenant by certified mail of time and date when premises are to be inspected. The date shall occur within five (5) days before or five (5) days after date of moving as designated in Tenant's notice. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over.

The Landlord hereby acknowledges receipt of the aforesaid deposit which shall be deposited by Landlord in an interest bearing escrow account and which deposit shall be made within thirty (30) days after receipt of said funds in a banking or savings system within the State of Maryland and which account shall be devoted exclusively to security deposit(s). The Landlord shall, upon written request, promptly provide the Tenant with a written list of all existing damages, and such request by the Tenant must be made within fifteen (15) days of the Tenant's occupancy. Within 30 days after the end of the tenancy, the Landlord shall return the deposit to the Tenant, together with simple interest which shall have accrued, less any damages rightfully withheld. Interest shall accrue at three (3) month intervals from the day Tenant gives Landlord the said deposit. Interest shall not be compounded.

In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee sub lessee, the security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and the Landlord shall have no further liability with respect to return of such security deposit to the assignor.

Tenant acknowledges that this paragraph constitutes written notice to him at time of payment of security deposit of his rights under applicable Maryland law.

Application for Lease:
Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:
No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:
Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Insurance:
Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God. **Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.**

Utilities:

Tenant Initial Here

Tenant will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☒ Gas or Oil ☒ Water ☒ Electric ☐ Refuse Collection

Note: Tenant agrees to use Pug's Fuel and Oil Service Company for purchasing heating oil for the premises.

Tenant will be responsible and pay for the following optional utilities or services, including all required deposits (check those that apply):

☒ Telephone ☒ Cable/Satellite TV ☒ Internet

Tenant is not required to have any of the above three optional services as part of this lease agreement.

Landlord will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☐ Gas ☐ Water ☐ Electric ☐ Refuse Collection
☐ Telephone ☐ Cable/Satellite TV ☐ Internet

Tenant shall be responsible for arranging for any utility service not provided by the Landlord, and for any utilities not listed above, on the effective date of this Lease. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

Alterations and Repairs by Tenant:
Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:
Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Landlord's Responsibilities and Duties:
In compliance with applicable Maryland law, Landlord shall maintain:

a. Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

b. Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.

c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

d. Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.

e. Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.

f. Building, grounds and appurtenances at the time of the commencement of the lease or Lease agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, and all areas under control of the landlord kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage.

g. An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or Lease agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.

h. Floors, stairways, and railings maintained in good repair.

i. Compliance with the requirements of applicable building and housing codes materially affecting health and safety, including installing dead-bolt locks on all swinging entrance doors.

j. Compliance with the requirements of any other applicable State, County or municipal law, statute or code not herein listed.

Tenant initial here

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

Tenant's Responsibilities and Duties
In compliance with applicable Maryland law, Tenant covenants:

(1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.

(2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

(5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

(6) Promptly remove ice and snow from walkways, steps and driveway.

(7) Replace light bulbs, fuses, faucet washers, heater filters, and minor maintenance items including opening clogged sinks and toilets.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

The Tenant shall be held responsible for any direct and /or consequent damage to the premises and for the cost of such repair caused by any negligence either by action or lack of action on the part of the Tenant, Tenant's family, guests, employees or pets. Such damage shall be deemed as being additional rent due and payable within thirty (30) days from date of submission of bill to Tenant by Landlord.

Pets:
No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises.

Surrender of Premises:
Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Landlord's Right to Access and Inspection:
In addition to the rights provided by applicable Maryland law, in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, Landlord or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant reasonable verbal or written notice before entering. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

Lease Renewal:
Tenancy created under this agreement shall continue for a like term after its expiration, on the same terms and conditions as herein expressed, unless either Landlord or Tenant, whichever desires not to renew the agreement upon the expiration of the then existing term, shall give to the other written notice of its intention not to renew the agreement at least **Sixty (60) days prior to the expiration of the then existing term**. In the event the Landlord gives written notice, at least sixty days prior to the expiration of then term of its intent to change the terms and conditions of the agreement (including changes in rental fees), Tenant shall be conclusively deemed to have renewed said tenancy upon terms and conditions as are contained in said written notice, unless Tenant gives notice to the contrary in writing, sent either registered or certified mail, within 10 (ten) days after receiving such notice from Landlord.

Termination of Lease - Hold Over:

Tenant initials here

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other **Sixty (60) days** written notice prior to the due date. If Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable Maryland law, at the monthly rate in effect during the last month of the expiring term plus 50% premium. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, **Thirty (30) days written notice** of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Maryland law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Extended Absences by Tenant and Notice Thereof:
Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs. If such absences are customary and frequent, the expected frequency and duration of absence should be summarized here:

Abandonment:
Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any monies owing remain unpaid. In such event, Tenant will be considered in default of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable Maryland law, except in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Maryland law, and terminate this Lease without notice to Tenant.

Property Damage - Destruction of Property:
If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises. Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

Hold Harmless:
To the fullest extent permitted by applicable Maryland law, Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Default / Breach By Tenant:
In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice of termination and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice if the default is not remedied within a reasonable time not in excess of thirty (30) days and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, in the event the default is nonpayment of rent, Landlord shall not be required to deliver thirty (30) days notice as provided above but may serve Tenant with a seven (7) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the premises by the expiration of the seven (7) day notice period. Furthermore, for any substantial violation of this Lease or applicable law materially affecting health and safety, Landlord may serve Tenant with a three (3) day written notice of termination whereupon the Tenant must cure the default by the expiration of the three (3) day notice period or surrender the premises. Upon Landlord's termination of this, Tenant expressly agrees and

understands that unless prohibited by applicable State law, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Remedies - Cumulative:
The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Maryland law.

Notice of Injuries on Premises:
In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease

Waiver:
Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:
The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Court Costs and Attorneys Fees:
In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due hereunder, the Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord, to the greatest extent allowed by applicable Maryland law.

Agents and Authority to Receive Legal Papers:
Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox to Tenant at the premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Alexander Sulakvelidze, 536 Hampton Lane, Towson, MD 21286

Time:
Time is of the essence of this agreement.

Subordination:
Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord's right to subject the premises to a mortgage or other lien.

Eminent Domain:
If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof

Paragraph Headings:
The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding:
This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:
This document and any Attachments constitute the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Governing Law:
This Lease shall be governed by the laws of the state of Maryland.

Severability:
The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein. To the extent that any portion of this agreement found to be invalid, illegal, unconstitutional, inapplicable or unenforceable may be valid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:
In order for the Landlord to hold the house for Tenant until the May 1, 2006 move-in date, and to perform below-specified remodeling work on the premises, Tenant agrees to pay Security Deposit and First Month's rent at signing ($3,400.00). **The entire amount is nonrefundable if Tenant changes his/her mind and decides not to lease, for any reason whatsoever.** If the Tenant moves in during May 2006, the first month's rent (paid at lease signing) will be applied to the May 2006 payment. The next rent will be due on June 1, 2006.

The Landlord shall:

1. Install new bathroom with the door on the outside.
2. Install carpet in what would be the 4th bedroom.
3. Install door to the laundry room.
4. Paint one fresh coat of paint on the 3 bedrooms upstairs.
5. Paint the back of the bathroom door upstairs.
6. Hire a lawn care service to cut the grass in the yard

All of the above-listed renovations (items 1-5) will be completed by May, 1, 2006. If the above-specified work is not completed by that time, rent for May 2006 will be $1,590. If the above specified work is not completed by June 1, 2006, rent for June 2006 will be $1,300. If the above specified work is not completed by July 1, 2006, rent for July 2006 will be $1,100 and will continue at that level until the above-specified work is completed. Beginning on the first day of the first month after the above-specified work is completed, the rent will resume being $1,700 per month (e.g., if the work is completed on May 20 2006, rent for June 2006 and onward will be as specified in the main body of the lease; i.e., $1700/month).

At a minimum, the new bathroom (item 1 of the above-listed renovations) will have toilet, shower or tub, and sink or vanity with sink. It will be painted, equipped, tiled, etc. according to the Landlord's preferences. The Tenant agrees to accept the bathroom as delivered by the Landlord, without any claims as to the color of paint, type of fixtures, or any other non-functional issue(s) whatsoever. Furthermore, the Tenant agrees to accept the work performed under items 2 – 5 as delivered by the Landlord, without any claims as to the color of paint, type or color of carpet, or any other non-functional issue(s) whatsoever.

Landlord/Agent's signature: _____ Date: 3/2/06

Tenant's signature: _____

Print name: _____ Date: 3/2/06

Cosigner's signature

Print name: _____ Date: _____

From: Donald Brand
To: Jennings, Sophia
Date: Friday, December 15, 2006 11:18:50 AM
Subject: 7610 Knollwood Road

Sophia:

Friday
December 15, 2006
11:05 a.m.

Carroll Holzer called on behalf of owner and we reached agreement on the Boarding/Rooming House use matter as follows: he will file an application for a use permit under Sect. 408B or request a special hearing on or before 12/31/06 and prosecute the matter with time being of the essence and send me a letter by Monday incorporating these and the following terms and we will extend the time for compliance with the correction notice until the conclusion of his request or application.

Don

CC: Kotroco, Timothy; Popelarski, Catherine (Kitty); Thompson, James

06-8634

INTERROGATORIES

1. Identify the owner(s) of the premises (show full name and address for each owner).

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

2. Identify all adult persons who reside on the premises.

Benjamin Chernick
Robert Meltzer
Christopher McLean
Samuel Weiland

3. Identify all residents of the premises who regularly utilize a motor vehicle for transportation to and from the premises and list the make, model and license plate number for those vehicles and where they customarily park.

Tenant	Car	License plate #
Benjamin Chernick	Honda Civic	6CDL45
Robert Meltzer	Pontiac Grand AM	JBP132
Christopher McLean	Dodge RAM 1500	DEF8244
Samuel Weiland	Honda Civic	LCL753

Cars are parked in the house's driveway and also on-street around the house. See item #4 for additional information about parking.

4. Is off street parking is provided for any occupants of the premises? If the answer is yes, state how many parking places are provided.

One parking space is in the house's driveway. The house is located on the corner of Knollwood Road and Garden Road (corner lot), across the street from Donnybrook Apartment complex. There is additional parking space available in front of the house (on Knollwood Road) and on the side of the house (on Garden Road).

5. Identify all occupants of the premises who are related by blood, marriage and adoption.

None.

6. State what compensation is paid, if any, by or on behalf of any occupant of the premises.

$1700/month.

7. Attach any written instrument signed by any occupant of the premises which relates to the payment of compensation to the owner(s).

Copy of the lease is attached. The amount of monthly lease payments ($1700/month) is specified in the lease.

8. Attach any written rules or regulations which govern the occupancy of the premises.

The occupancy of the premises is governed by the lease. Copy of the lease is attached. For the space consideration, only one copy of the lease is enclosed. All current occupants individually signed the exact copy of the enclosed lease paperwork.

9. If there have been any prior code violations at the premises, state the approximate date and the particular nature of such violations and their resolution.

Empty trash bin was once left in front of the house which triggered Correction Notice dated 10/4/06. The deficiency was corrected the same day the undersigned received the Correction Notice. No additional code violations have been noted on the premises. The owner and current tenants have received no direct complaints from any of the neighbors.

Signed: _____ Dated: 12/11/06

From: Donald Brand
To: asulakve@comcast.net
Date: Monday, December 11, 2006 4:07:27 PM
Subject: Corrrection Notice, 7610 Knollwood Road

Monday, December 11, 2006
4:06 p.m.

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

Mr. Sulakvelidze:

You have inquired about the possibility of the Department of Permits & Development Management of Baltimore County consenting to a temporary boarding/rooming house use at 7610 Knollwood Road until what I believe is the end of the spring semester of Towson University, that is allow a continuation beyond December 31, 2006 of the occupation of the premises at this addrees by three or more persons not related by blood, marriage or adoption to occupy. This Department will not grant an extension beyond the end of the year 2006. Although this may result in a financial hardship, this provision of the Baltimore County Code has been in existence for at least the past five (5) years so you had constructive notice of this condition on the use of your rental property.

Donald E. Brand
Buildings Engineer
410-887-4585

From: Sophia Jennings
To: asulakve@comcast.net
Subject: Re: 7610 Knollwood Rd

Mr. Sulakvelidze -

In regard to your e-mail from late this morning, Baltimore County will grant an extension for you until the end of this calendar year (12/31/06). Baltimore County will **not** grant an extension until June 30, 2007 even if the complainant calls or writes me and confirms your conversation. The decision to grant you an extension until the end of the calendar year only came directly from the Director of Permits and Development Management.

As I previously stated, I'm not sure why you wanted to meet with me in the first place. As stated in my e-mail to you dated 12/1/06, you need to complete and return the "Interrogatories to Respondent" before the date on the bottom of the first page.

To summarize, the "Interrogatories to Respondent" must be completed and returned by the date on the document and the number of tenants must be reduced to 2 or less by December 31, 2006.

>>> <asulakve@comcast.net> Tuesday, December 05, 2006 11:57 AM >>>
Dear Ms. Jennings,

I talked to David Riley yesterday. He is the person who filed the initial complaint. I explained the situation and he agreed not to press this matter until June 30 2007. I promised that I will have the current violation fully remedied at that time. I further promised (and I reiterate this promise to you as well) not to have more than 2 unrelated people live in that house after the current lease expires. I just talked to Jim Thompson and he told me that if David Riley calls you or sends you a letter confirming the above, Baltimore County will also give me an extension until June 30, 2007.

I appreciate your willingness to meet with me tomorrow, but with these latest developments I am reluctant to take up more of your time. I will be happy to come to your office tomorrow if you feel the meeting is justified. Otherwise, I will contact David Riley again today, with the request to contact you directly to confirm his willingness not to pursue his original violation notice until June 30 2007. Please let me know when he contacts you, and if there are any outstanding concerns at that time. I can be reached via this e-mail or via my cell phone 410-913-7943. In the meantime, I assume I no longer need to complete the "Interrogatories to Respondent" letter I received from your office?

Thanks!

Alexander Sulakvelidze

>>>>>>>>>

Friday afternoon at 3 p.m. is not possible. I can meet you Wednesday morning (6th), anytime before 11:00, at my office. Let me know if this is agreeable.

Unfortunately I cannot advised you legally regarding your lease. I can only inform you that the number of tenants must be reduced to 2 by the end of the calendar year or we will proceed with a hearing and possible fines. The "letter" you received is a document that was recently instituted for rooming/boarding houses and must be completed and returned by the date on the bottom of the first page. Your request to allow this violation to continue until the end of the lease is not being considered. We are giving you an extension until the end of the year, but no extensions will be granted after that time.

Sophia C. Jennings
Code Enforcement Officer
410-887-3351

CC: Brand, Donald ; Thompson, James

Alexander Sulakvelidze

536 Hampton Lane *Towson* *Maryland 21286*

Phone # (410) 821 8857 (home) - 410-913-7943 (cell)

E-mail: asulakve@comcast.net

November 9, 2006

Rec'd 11/13/06 SCJ

S. Jennings
Permits and Development Management
County Office Building, Room 213
111 West Chesapeake Avenue
Towson, MD 21204

Re: Correction notice, case #06-8634

Dear Ms. Jennings,

I am responding to your correction notice dated 10/12/06. The violation cited in the notice is 408B "Illegal rooming/boarding house." The purpose of this letter is to respond to the correction notice and to provide you with additional details pertaining to the case/property in question.

The property in question is my house located at 7610 Knollwood Road, Towson, MD 21286. The house is a single-family, split-level dwelling located on the corner of Knollwood Road and Garden Road. I have purchased it in December 2005. The house at 7610 Knollwood Road is not my personal residence, and I purchased it as an investment property for my son's future college education. I have made extensive repairs and updates/renovations in the house. These include (i) installing additional full bathroom, (ii) remodeling one of the existing two bathrooms, (iii) installing new electric panel, (iv) installing fire-detectors, (v) repainting 3 bedrooms and other sections of the house, (vi) installing new carpet in the 4th bedroom, (vii) installing new locks (including deadbolt locks) on all exterior doors, and (viii) other small repairs and updates throughout the house. All new plumbing and electric work has been inspected and approved by Baltimore County code inspectors. The repairs/renovations have not been limited to house's interior. For example, I asked Baltimore County to replace the sidewalk around the house at my expense, and that work was recently competed. In addition, I have hired a landscaping company that regularly services the property (lawn moving, tree trimming, etc.) and helps keep it in top condition proper for the neighborhood in which the house is located. As you can see from the above short summary, I have made, and continue to make, signifcant investments in the house, and I intend to maintain it in peak condition.

At the present time, I am renting the house to four Towson University students, in order to partially leverage my mortgage payments on the house. I have carefully screened the tenants. Specifically, I have thoroughly reviewed their credit reports, and their employment histories. I also have talked to their employers, and to the parents of 2 tenants. All four students are responsible tenants that have lived in the house for approximately 7 months. I regularly inspect the premises and I have not noticed any activity that may be considered distracting to the neighbors or to the Donnybrook community. The only problem that I am aware of is one occasion when empty trash bin was left in front of the house for several days in October, which triggered the original correction notice by Baltimore Country (dated 10/4/06). As I explained in my response to that notice in my letter of

October 11 2006, we corrected that deficiency the same day I received the notice. In summary, the problem has been promptly remedied and it has not occurred since.

As explained in your 2nd correction notice dated 10/12/06 and in the accompanying paperwork, I now understand that Baltimore County zoning regulations limit the number of non-related persons living in the house to two or less. Me renting the house to four students appears to be in violation of that zoning regulation. I sincerely regret this inadvertent violation, but I was not aware of this particular zoning regulation when I signed the lease with the four students. At the present time, I am locked in the existing lease which expires on June 30 2007. With the only exception being the trash bin violation mentioned above (which was corrected immediately upon receiving your 1st correction notice), the four students have been responsible tenants, and they have been respectful to the house and to the surrounding community. To the best of my knowledge, there have been no additional negative comments from the neighbors regarding their stay in my house. I do not know how I can make them vacate the property until their lease expires. Any action for early lease termination/amendment is likely to be futile and to trigger legal actions from them against the undersigned. These processes can drag for several months, cause severe hardship to me and my family, and yet not result in their vacating the house until the existing lease expires. Therefore, I respectfully ask that the students be permitted to continue to occupy the house until their current lease expires on June 30 2007. I hereby assure you that their lease will not be extended beyond that date, and that the current zoning violation will be fully remedied at that time. Furthermore, I affirm that I will never rent the house to more than 2 non-related individuals. Finally, I reiterate my commitment to maintain the property in the exemplary fashion, and to promptly address any problems that might arise with the current tenants (although I do not anticipate any problems).

Please let me know if you require further information regarding this matter, or if there is anything else I can to do to alleviate your concerns. I will be happy to provide you with a copy of the "Lease no extension" letter to current tenants (which I am prepared to send to the tenants immediately), or any other documentation you may require to allow the current occupancy until June 30, 2007.

Once again, I regret my inadvertent violation of Baltimore County zoning regulations. I sincerely hope that this issue can be resolved as outlined above, and I thank you for your understanding and consideration.

Sincerely,

Alexander Sulakvelidze

FAX COVER SHEET

Alexander Sulakvelidze
536 Hampton Lane, Towson, MD 21286
Telephone: (410) 821 8857
Fax: (410) 821 8857

DATE: 11/9/06	FAX: 410-887-2824

TO: S. Jennings

COMMENTS:

Original of the letter mailed today. Thank you!

PAGES (including this page): 3

Please call 410-821-8857 if you did not receive all pages. Thank You!

Alexander Sulakvelidze

536 Hampton Lane *Towson* *Maryland 21286*

Phone # (410) 821 8857 (home) - 410-913-7943 (cell)

E-mail: asulakve@comcast.net

November 9, 2006

S. Jennings
Permits and Development Management
County Office Building, Room 213
111 West Chesapeake Avenue
Towson, MD 21204

Re: Correction notice, case #06-8634

Dear Ms. Jennings,

I am responding to your correction notice dated 10/12/06. The violation cited in the notice is 4088 "Illegal rooming/boarding house." The purpose of this letter is to respond to the correction notice and to provide you with additional details pertaining to the case/property in question.

The property in question is my house located at 7610 Knollwood Road, Towson, MD 21286. The house is a single-family, split-level dwelling located on the corner of Knollwood Road and Garden Road. I have purchased it in December 2005. The house at 7610 Knollwood Road is not my personal residence, and I purchased it as an investment property for my son's future college education. I have made extensive repairs and updates/renovations in the house. These include (i) installing additional full bathroom, (ii) remodeling one of the existing two bathrooms, (iii) installing new electric panel, (iv) installing fire-detectors, (v) repainting 3 bedrooms and other sections of the house, (vi) installing new carpet in the 4th bedroom, (vii) installing new locks (including deadbolt locks) on all exterior doors, and (viii) other small repairs and updates throughout the house. All new plumbing and electric work has been inspected and approved by Baltimore County code inspectors. The repairs/renovations have not been limited to house's interior. For example, I asked Baltimore County to replace the sidewalk around the house at my expense, and that work was recently competed. In addition, I have hired a landscaping company that regularly services the property (lawn moving, tree trimming, etc.) and helps keep it in top condition proper for the neighborhood in which the house is located. As you can see from the above short summary, I have made, and continue to make, signifcant investments in the house, and I intend to maintain it in peak condition.

At the present time, I am renting the house to four Towson University students, in order to partially leverage my mortgage payments on the house. I have carefully screened the tenants. Specifically, I have thoroughly reviewed their credit reports, and their employment histories. I also have talked to their employers, and to the parents of 2 tenants. All four students are responsible tenants that have lived in the house for approximately 7 months. I regularly inspect the premises and I have not noticed any activity that may be considered distracting to the neighbors or to the Donnybrook community. The only problem that I am aware of is one occasion when empty trash bin was left in front of the house for several days in October, which triggered the original correction notice by Baltimore Country (dated 10/4/06). As I explained in my response to that notice in my letter of

October 11 2006, we corrected that deficiency the same day I received the notice. In summary, the problem has been promptly remedied and it has not occurred since.

As explained in your 2nd correction notice dated 10/12/06 and in the accompanying paperwork, I now understand that Baltimore County zoning regulations limit the number of non-related persons living in the house to two or less. Me renting the house to four students appears to be in violation of that zoning regulation. I sincerely regret this inadvertent violation, but I was not aware of this particular zoning regulation when I signed the lease with the four students. At the present time, I am locked in the existing lease which expires on June 30 2007. With the only exception being the trash bin violation mentioned above (which was corrected immediately upon receiving your 1st correction notice), the four students have been responsible tenants, and they have been respectful to the house and to the surrounding community. To the best of my knowledge, there have been no additional negative comments from the neighbors regarding their stay in my house. I do not know how I can make them vacate the property until their lease expires. Any action for early lease termination/amendment is likely to be futile and to trigger legal actions from them against the undersigned. These processes can drag for several months, cause severe hardship to me and my family, and yet not result in their vacating the house until the existing lease expires. Therefore, I respectfully ask that the students be permitted to continue to occupy the house until their current lease expires on June 30 2007. I hereby assure you that their lease will not be extended beyond that date, and that the current zoning violation will be fully remedied at that time. Furthermore, I affirm that I will never rent the house to more than 2 non-related individuals. Finally, I reiterate my commitment to maintain the property in the exemplary fashion, and to promptly address any problems that might arise with the current tenants (although I do not anticipate any problems).

Please let me know if you require further information regarding this matter, or if there is anything else I can to do to alleviate your concerns. I will be happy to provide you with a copy of the "Lease no extension" letter to current tenants (which I am prepared to send to the tenants immediately), or any other documentation you may require to allow the current occupancy until June 30, 2007.

Once again, I regret my inadvertent violation of Baltimore County zoning regulations. I sincerely hope that this issue can be resolved as outlined above, and I thank you for your understanding and consideration.

Sincerely,

Alexander Sulakvelidze

6CDL45 6600844 08/08 A 37331568 2HGFG12636H575857 06 HOND 2S
N/A -3700 00N/A $50.50 N/A 5 STL:NO SUB:NO FR:
FLAG:NO SDX FLAG:NO
03700 V-ST: N V-INSP-ST: V-INSP-DT:030409 V-EXP-DT:030409V-ACC-DT: 090106
INS.CO: SAFECO INS CO OF IL POLICY#: F1194547
REG-VAL-DT: 090106
RFND:N ODOMETER: 000010 CODE:A

C-652-744-870-055 SUS.REV: NO PRIVACY: YES
ROSALIE WEISS CHERNICK 5-03 148 2 F 01/20/53
6942 10 TIMBERS LN BALTIMORE MD 21209

C-652-085-379-313 SUS.REV: NO PRIVACY: YES
BENJAMIN JAY CHERNICK 5-05 144 2 M 04/23/84
6942 10 TIMBERS LN BALTIMORE MD 21209

>>>> LIEN HOLDER INFORMATION <<<<

LIEN HOLDER: MUNICIPAL EMPL CU OF BALTO INC
ADDR: 401 EAST FAYETTE STREET DATE: 2006-08-10

PAGING MODE: PAGE 1 OF 2||PF1-FWD PF2-BWD PF3-EX PF4-1ST PF5-LST

06-8634

FAX COVER SHEET

Alexander Sulakvelidze
536 Hampton Lane, Towson, MD 21286
Telephone: (410) 821 8857
Fax: (410) 821 8857

DATE: 10/11/06	FAX: 410-887-2824

TO: S. Jennings

COMMENTS:

Case # 06-8634

PAGES (including this page): 3

Please call 410-821-8857 if you did not receive all pages. Thank You!

Alexander Sulakvelidze

536 Hampton Lane *Towson* *Maryland 21286*

Phone # (410) 821 8857

October 11, 2006

S. Jennings
Permits and Development Management
County Office Building, Room 213
111 West Chesapeake Avenue
Towson, MD 21204

Re: Case # 06-8634

Dear Ms. Jennings,

I am writing to you regarding the above-referenced matter. I have received the Code Inspection and Enforcement Correction Notice (case #06-8634) from you on Saturday, October 7, 2006. The notice cites four specific violations at my property at 7610 Knollwood Road in Towson, and requests that those violations are corrected by 10/11/06:

1. Nuisance activity
2. Nuisance and lien costs
3. Trash not removed (trash bag in front)
4. Garbage not stored in a container with tight lid

On 10/7/06 (i.e., the same day I received the notice), I contacted the tenants currently occupying the above-mentioned property, with the request to respond to specific deficiencies identified in the notice and to correct them. Copy of their e-mail response is enclosed with this letter. As you can see from the enclosed letter, the tenants are unaware of any nuisance activity (items #1 and 2) occurring at the property. There have been no direct complaints from the neighbors, and during the frequent visits to the property I have not observed any activities that could be reasonably considered "nuisance." I called you and left a message on 10/10/06 seeking your clarification for those two items, so that we can immediately impellent corrective actions as required.

As for the remaining two deficiencies (items #3 and 4), I discussed these issues with the tenants and they assured me that those deficiencies will be corrected immediately. Indeed, during the follow-up visit on 10/10/06, I did not observe any trash in front of the house. I will be supplying the tenants with an extra trash bin to further ensure proper storage of all their garbage.

Please let me know if you have any questions or comments, or if there is anything else I need to do regarding this matter.

Sincerely,

Alexander Sulakvelidze

asulakve@comcast.net
410-821-8857 (home) 410-913-7943 (cell)

asulakve

From: "Christopher McLean" <cmclea2@towson.edu>
To: "asulakve" <asulakve@comcast.net>
Sent: Saturday, October 07, 2006 7:41 PM
Subject: Re: Correction notice from Baltimore County

Sandro,

I apologize for not answering your phone call this afternoon, but I was feeling sick all day and was taking a nap. I just listened to your message and checked my email to read what you sent to me. We did receive a notice from the county as well (a copy of the one you received) just a couple days ago I believe.

To respond about the nuisance activity, I am unawake of what that is in reference to. There have not been any requests from the neighbors about any matter nor have the police been to the house at all. We have met and introduced ourselves to the the right of us and behind leaving them our numbers and have not heard of any requests from them. We have talked to the neighbors behind us, Sue and Steve, and they have been asked about the college students living in the community. They have made complaints about college students living on the other side of them, but from what they told us, they specifically mentioned that they have other students (us) that live next to them and have no problems.

As far as the trash is concerned, we do accumulate trash very quickly. We keep, for the most part, the garbage can at the bottom of the driveway (closet to the house) during the week and have left trash bags around the can if it was full. We will do a better job with the trash whether it be to take more bags to the dumpster in the middle of the week or try to keep it in the house longer til the night before trash pickup. If it would be possible, another garbage can would be very helpful.

In regards to fixing the cited problems, the trash has been taken care of and will not be a matter again. We will continue to be respectful to the community, but again, I am unaware of the "nuisance activity" that they are talking about.

If there is anything else you need from me or any other questions, please just let me know.

Thanks.

Sincerely,

Christopher McLean

——— Original Message ———
From: "asulakve" <asulakve@comcast.net>
To: "Christopher McLean" <cmclea2@towson.edu>
Sent: Sat, 7 Oct 2006 14:30:29 -0400
Subject: Correction notice from Baltimore County

> Chris,
>

> I just received today correction notice from Baltimore County. Copy of the notice is attached to this e-mail, as the PDF file. As you will see from the attached, Baltimore County warns about the following violations at the *7610 Knollwood Road*
house that you are currently renting:
>

Department of Permit nd Development Management

Code Inspections and Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdminspect@co.ba.md.us

Baltimore County

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

October 6, 2006

Mr. David Riley
7609 Knollwood Road
Towson, MD 21286

Dear Mr. Riley:

RE: 7610 Knollwood Road (21286)

Through the course of our investigation pertaining to a rooming/boarding house, case number 06-8634, this office has not been able to verify that a violation of the Baltimore County Zoning Regulations exists.

If you, as the complainant, are willing to compile evidence (see enclosed witness questionnaire/15 day log), this office will review and determine if evidence exists for this office to proceed with the issuance of a correction notice. Should this case ultimately result in the issuance of a civil citation/administrative hearing, you will be required to testify and provide evidence to support your 15-day log.

If we do not hear from you within 30 days from the date of this letter, this case will be closed.

If you have any questions concerning this matter, please do not hesitate to contact me at 410-887-3351.

Sincerely,

Sophia C. Jennings
Code Enforcement Officer

Enclosures

Patricia A. Sullivan
909 Fairway Drive
Towson, MD 21286-7902
Phone: 410-339-4617

January 30, 2007

Baltimore County Office Building
111 West Chesapeake Ave., Ste # 105
Attn: Timothy M. Kotroco, Director
Towson, MD 21204

To File
GMK

RE: Case Number 7-294-SPH
REF: 7610 Knollwood Rd. Towson, MD 21286-7902

Dear Mr. Kotroco:

I am writing in **opposition to the special hearing request** to permit a rooming/boarding house at 7610 Knollwood Rd. The property is within a residential neighborhood of single family homes. The request is not consistent with the spirit and intent of the BCZR.

In every community there is a dividing line, between zoning density, and commercial vs. residential applications. (Much like a dividing line between county and city.) I am asking that the Permits & Planning Departments hold & recognize the line in this case and not allow cherry picking of individual lots along the line in an ad hoc nature.

There is no shortage of available units in the area that would justify an urgent need for multi-tenant housing in a residential area. Immediately adjacent to this property on the opposite side of the street is an apartment complex of multi-floor and multi-campus buildings, Donnybrook Apartments. In addition, just a block down the street are the Courthouse Square Apartments, and Fellowship Court apartment buildings also multi-story mid-rise and multi-campus. All three locations have available units. Matter of fact there are additional units available within half a mile, at the recently renovated Fairways at Towson on Colbury Rd.

The southwest area of Towson is a microcosm of multi-use property applications, which many new planned communities aspire to achieve: incorporating single family, multi-family residential, industrial and commercial applications. However, it is a very tight radius of a few miles. Any disruption to the zoning use applications in a tight neighborhood is a major disruption to the spirit of the community.

Thank you for your consideration in this matter. I am a home owner in the Knollwood Donnybrook neighborhood, and would like to preserve and enhance the community image.

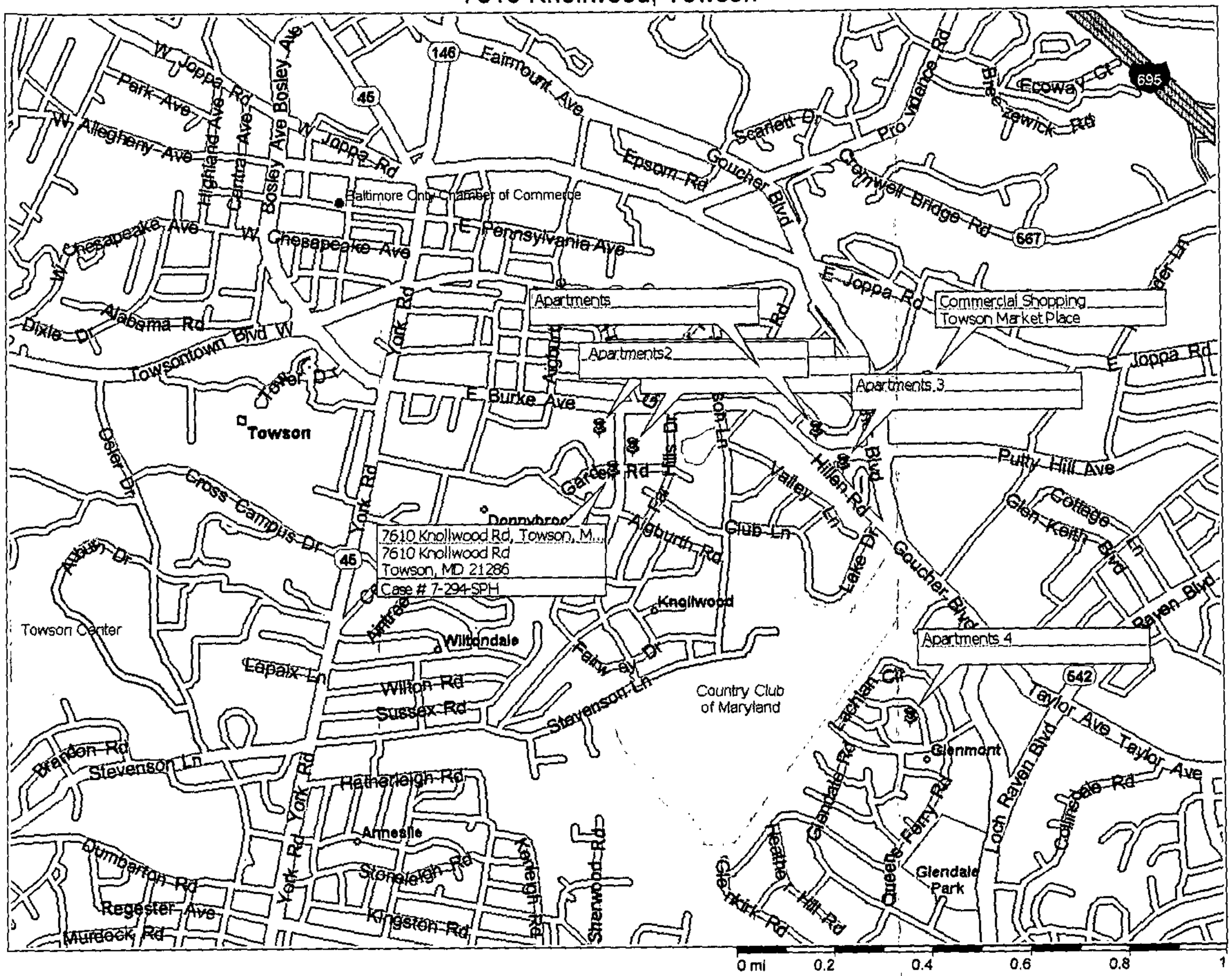
Sincerely,

P.A. Sullivan

Patricia A. Sullivan

Cc: Arnold F. Keller, Director Planning Dept
Jeffery Mayhew, Chief, Community Planning Div.
Kevin Gambrill, 5th District Community Planner
Fay Citerone, President, Knollwood Donnybrook Improvement Assoc.

7610 Knollwood, Towson



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© Copyright 1999 by Compusearch Micromarketing Data and Systems Ltd.

IN RE: PETITION FOR SPECIAL HEARING SW Corner of Knollwood Road and Garden Road **(7610 Knollwood Road)**	*	BEFORE THE DEPUTY
	*	ZONING COMMISSIONER
	*	OF BALTIMORE COUNTY
9th Election District 5th Councilmanic District Alexander Sulakvelidze	*	
Petitioner	*	Case No.: 07-294-SPH

* * * * * * * * * * * * * *

NOTICE OF APPEAL

ALEXANDER SULAKVELIDZE, 536 Hampton Lane, Towson, MD 21286, Appellant in the above captioned matter, by and through his attorney, J. Carroll Holzer and Holzer and Lee, feeling aggrieved by the decision of the Deputy Zoning Commissioner in Case No. 07-294-SPH, hereby note an appeal to the County Board of Appeals from Findings of Fact and Conclusions of Law of the Deputy Zoning Commissioner of Baltimore County dated March 8, 2007 attached hereto, and incorporated herein as **Exhibit #1**.

Filed concurrently with this Notice of Appeal is Appellants' check made payable to Baltimore County to cover the costs of the appeal. Appellant was a party below and fully participated in the proceedings.

Respectfully submitted,

RECEIVED
APR 03 2007
Per

J. CARROLL HOLZER, Esquire
Holzer & Lee
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
Attorney for Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 3rd day of April, 2007, a copy of the foregoing Notice of Appeal was mailed first class, postage pre-paid to: Phyllis Gray, President, Wiltondale Improvement Assn., P.O. Box 10116, Towson, MD 21285; Elizabeth Kahl, President, Burleigh Square Comm. Assn., P.O. Box 6713, Towson, MD 21285; Michael Ertel, President, GTCCA, Inc., P.O. Box 5421, Towson, MD 21285; Ed Kilcullen, 100 Maryland Ave., Towson, MD 21286; County Board of Appeals, Basement Old Court House, 400 Washington Ave., Towson, MD 21204; and People's Counsel for Baltimore County, Basement, Old Courthouse, 400 Washington Ave., Towson, M, 21204.

J. CARROLL HOLZER, Esquire

C:\My Docs\Notices 2007\Sulakvelidze CBA 4-3-07

Requested: 7/5/07

APPEAL SIGN POSTING REQUEST

CASE NO. 07-294-SPH

7610 KNOLLWOOD ROAD

9TH ELECTION DISTRICT APPEALED: 4/3/2007

ATTACHMENT – (Plan to accompany Petition – Petitioner's Exhibit No. 1)

*****COMPLETE AND RETURN BELOW INFORMATION******

CERTIFICATE OF POSTING

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

Attention: Kathleen Bianco
Administrator

CASE NO.: 07-294-SPH

LEGAL OWNER: ALEXANDER SUFAKVELIDZE

This is to certify that the necessary appeal sign was posted conspicuously on the property located at:

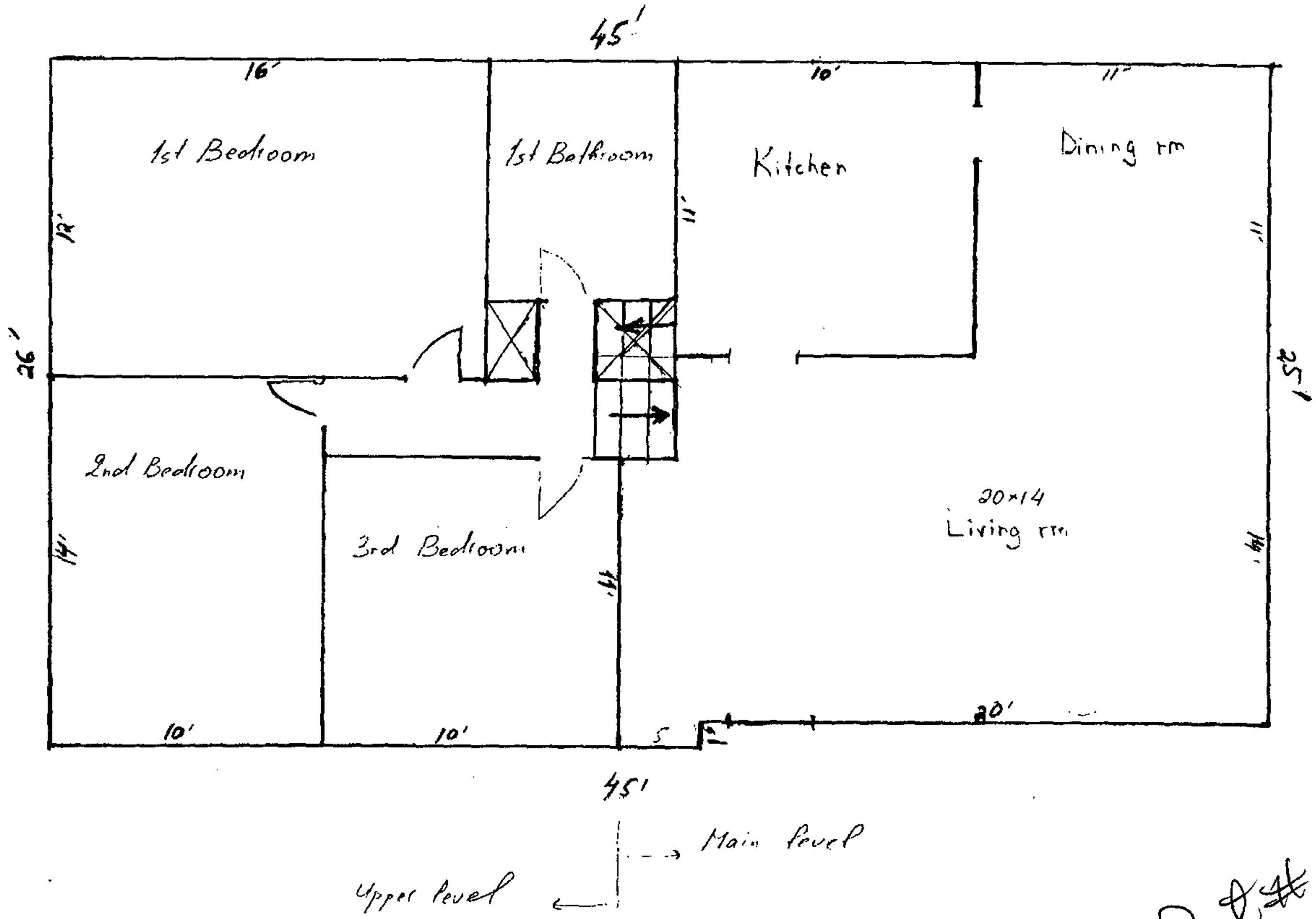
7610 KNOLLWOOD ROAD

The sign was posted on 8/22, 2007.

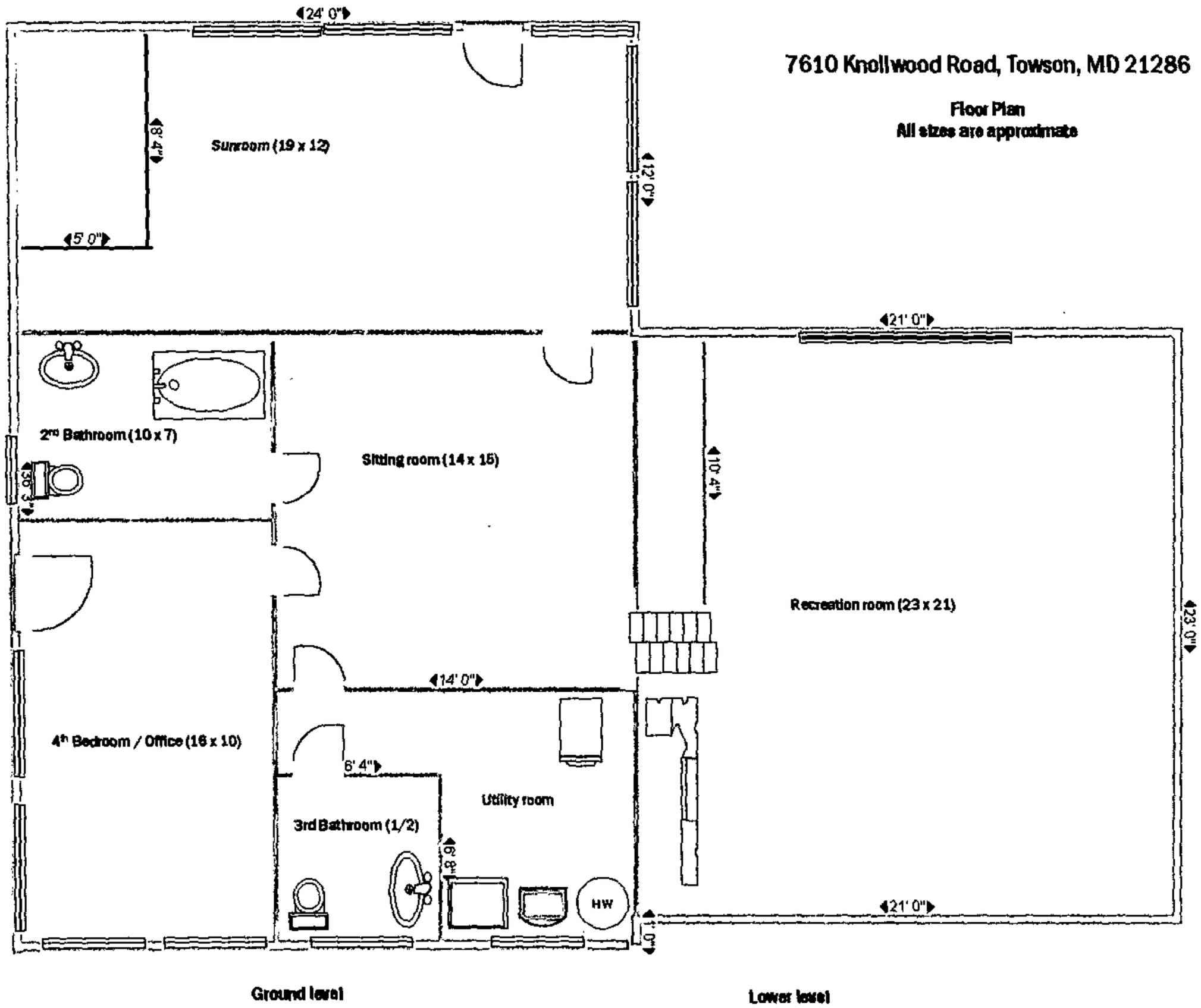
By: L Wasilewski
(Signature of Sign Poster)

Lew Wasilewski
(Print Name)

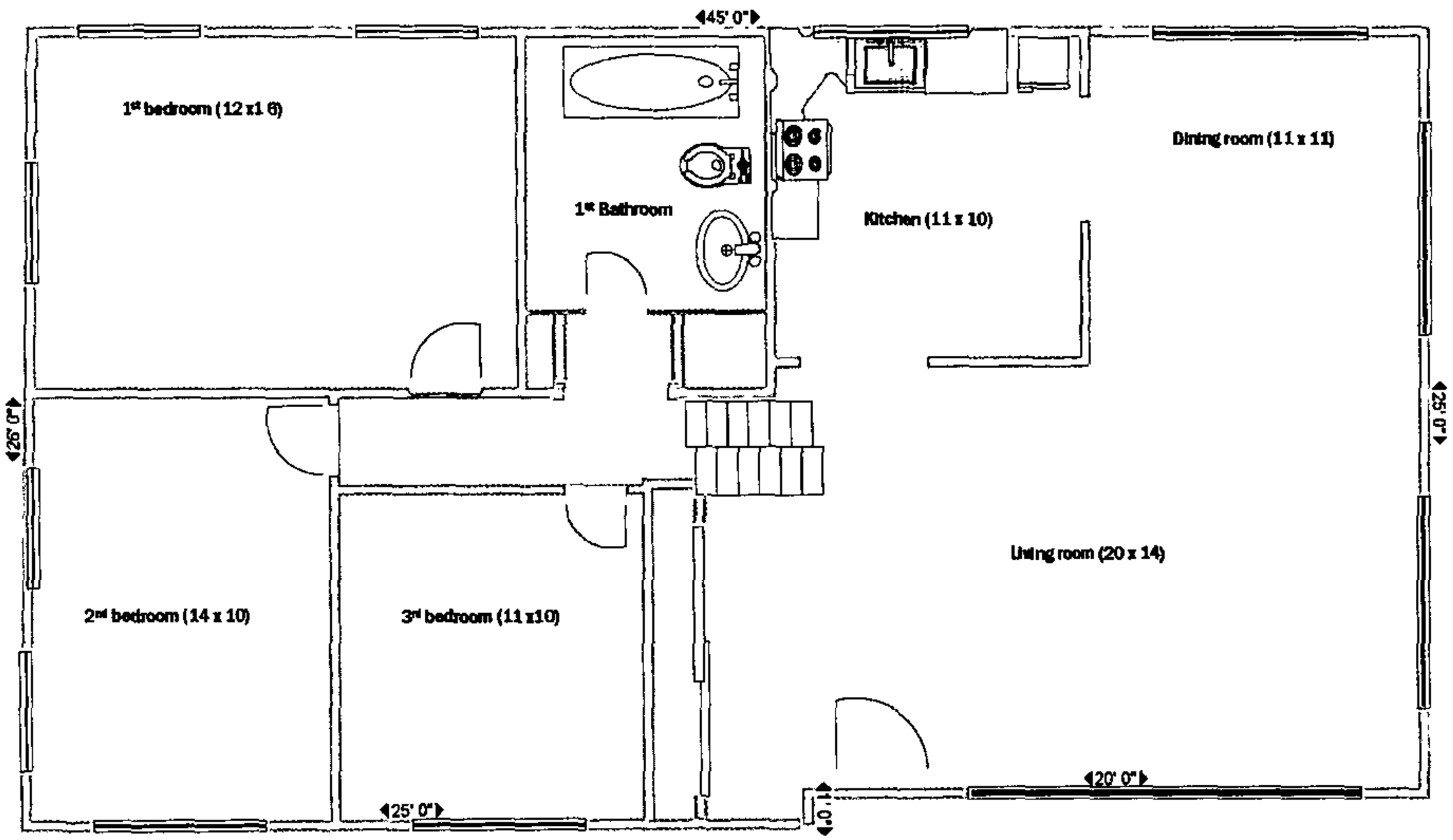
RECEIVED
AUG 22 2007
BALTIMORE COUNTY
BOARD OF APPEALS


45'
16'
10'
11'
1st Bedroom
1st Bathroom
Kitchen
Dining rm
12'
11'
11'
26'
25'
2nd Bedroom
3rd Bedroom
20×14
Living rm
14'
14'
14'
10'
10'
5
20'
45'
Main level
Upper level

Pet #2


7610 Knollwood Road, Towson, MD 21286
Floor Plan
All sizes are approximate
24' 0"
Sunroom (19 x 12)
8' 4"
5' 0"
12' 0"
21' 0"
2nd Bathroom (10 x 7)
Sitting room (14 x 15)
10' 4"
Recreation room (23 x 21)
23' 0"
14' 0"
4th Bedroom / Office (16 x 10)
6' 4"
Utility room
3rd Bathroom (1/2)
6' 8"
HW
21' 0"
1' 0"
Ground level
Lower level

Pet #3



Upper level

Main level

7610 Knollwood Road, Towson, MD 21286

Floor Plan
All sizes are approximate

DIVISION OF CODE INSPECTIONS AND ENFORCEMENT

VIOLATION CASE DOCUMENTS

VIOLATION CASE: 06-8634

7610 Knollwood Road

ZONING CASE: 07-294-SPH
7610 KNOLLWOOD ROAD

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

DATE: January 19, 2007

TO: W. Carl Richards, Jr.
Zoning Review Supervisor

FROM: Rick Wisnom, Hearing Officer
Division of Code Inspections & Enforcement

SUBJECT: Item No.: 294
Legal Owner/Petitioner: Alexander Sulakvelidze
Contract Purchaser:
Property Address: 7610 Knollwood Road
Location Description: Southwest corner of Knollwood Road and Garden Road

VIOLATION INFORMATION: **Case No.: 06-8634**
Defendants: Alexander Sulakvelidze

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

David Riley
7609 Knollwood Road
Towson, MD 21286

In addition, please find attached a duplicate copy of the following pertinent documents relative to the violation case, for review by the Zoning Commissioner's Office:

Complaint Intake Form
State Tax Assessment printout
Correction Notice/Code Violation Notice
Rooming House Questionaire
Other: letter

After the public hearing is held, please send a copy of the Zoning Commissioner's order to Lisa Henson in Room 213 in order that the appropriate action may be taken relative to the violation case.

RSW/
c: Sophia Jennings

ODE ENFORCEMENT REPC T

DATE: 9/29/06 INTAKE BY: CF CASE #: ~~06-4128~~ Bldg Insp. 06-8634 INSPEC: 9

COMPLAINT LOCATION: 7610 Knollwood Rd

ZIP CODE: 21286 DIST:

COMPLAINANT NAME: David Riley PHONE #: (H) 410-321-0339 (W)

ADDRESS: 7609 Knollwood Rd ZIP CODE: 21286

PROBLEM: Zoning house

IS THIS A RENTAL UNIT? YES ____ NO ____
IF YES, IS THIS SECTION 8? YES ____ NO ____
OWNER/TENANT INFORMATION: Alexander Sulakvelidze
536 Hampton Lane Towson MD 21286

TAX ACCOUNT #: 0916751250 ZONING:

INSPECTION:

Pleased

REINSPECTION:

REINSPECTION:

REINSPECTION:

RA1001B

DATE: 09/29/2006 STANDARD ASSESSMENT INQUIRY (1)

TIME: 09:29:54

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
09 16 751250	09	2-2	04-00	N	NO		01/25/06

SULAKVELIDZE ALEXANDER

DESC-1.. IMPS

DESC-2.. DONNYBROOK

536 HAMPTON LN

PREMISE. 07610 KNOLLWOOD RD

00000-0000

TOWSON MD 21286-1312 FORMER OWNER: MAROULAKIS EMMANUEL

---------- FCV ----------			---------- PHASED IN ----------		
	PRIOR	PROPOSED		CURR FCV	CURR ASSESS	PRIOR ASSESS
LAND:	40,280	91,280				
IMPV:	131,540	154,600	TOTAL..	221,192	221,192	196,506
TOTL:	171,820	245,880	PREF...	0	0	0
PREF:	0	0	CURT...	0	0	196,506
CURT:	0	0	EXEMPT.		0	0
DATE:	06/01	09/04				

---- TAXABLE BASIS ----		FM DATE
00/01 ASSESS:	221,192	01/23/06
ASSESS:	196,506	
ASSESS:	0	

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

Permits and Development Management
Code Inspections and Enforcement
County Off ilding, Rm. 213
111 West C. eake Ave
Towson, Maryland 21204

Code Enforcement 410-887-3351
Building Inspection 410-887-3953
trical Inspection 410-887-3960
.bing Inspection 410-887-3620
Signs/ Fences 410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
06-8634	0916751250	10/12/06

NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: MD ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD RD

CITY: ~~BALTIMORE~~ TOWSON STATE: MARYLAND ZIP CODE: 21286

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

RESIDENTIAL ZONE CLASSIFICATION

☐ DR1 ☐ DR2 ☐ DR3.5 ☐ DR5.5 ☐ DR10.5 ☐ DR16

☐ RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)

☐ OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

☐ BL (230) ☐ BR (236) ☐ BM (233)

☐ MR (240) ☐ ML (253) ☐ MH (256)

☐ OTHER: _____

BALTIMORE COUNTY ZONING REGULATIONS (B.C.Z.R.)

AUTHORITY TO ENFORCE ZONING REGULATIONS: 32-3-102; 32-3-602; 32-3-603; 32-4-114

☑ 101; 102.1: Definitions; general use
☐ 1B01.1: DR Zones-use regulations
☐ 428: License/ Remove all untagged/ inoperative or damaged/ disabled motor vehicle(s)
☐ 1B01.1D: Remove open dump/ junk yard
☐ 431: Remove commercial vehicle(s)
☐ 101; 102.1: Remove contractors equip. storage yard
☐ 101; 102.1; ZCPM: Cease service garage activities
☐ 402: Illegal conversion of dwelling
☐ 101; 102.1; ZCPM: Illegal home occupation
☐ 415A: License/ remove untagged recreation vehicle
☐ 415A: Improperly parked recreation vehicle
☐ 415A: One recreational vehicle per property
☐ 410: Illegal Class II trucking facility
☐ 400: Illegal accessory structure placement.
☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs
☐ 102.5: Residential site line violation /obstruction
☑ 408B: Illegal rooming/ boarding house
☐ BCC; 32-3-102; 500.9 BCZR; ZCPM: Violation of commercial site plan and/or zoning order

BALTIMORE COUNTY CODE (B.C.C)

☑ 13-7-112: Cease all nuisance activity
☐ 13-7-115: County to abate nuisance & lien costs
☐ 13-7-310: Remove all trash & debris from property
☐ 13-7-312: Remove accumulations of debris, materials, etc
☐ 13-7-201(2): Cease stagnant pool water
☐ 12-3-106: Remove animal feces daily
☐ 35-5-208(a)(c): Seal exterior openings from rodents & pests
☐ 13-4-201(b)(d): Store garbage in containers w/tight lids
☐ 35-2-301: Obtain building/ fence/ sign permit
☐ 18-2-601: Remove all obstruction(s) at street, alley, road
☐ 13-7-310(2): Remove bird seed / other food for rats
☐ 32-3-102: Violation of development plan/ site plan
☐ IBC 115; BCBC 115: Remove/ Repair unsafe structure board and secure all openings to premise
☐ 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall grass and weeds to three (3) inches in height

OWNER OCCUPIED HOUSING (B.C.C)

☐ 35-5-302(a)(1): Unsanitary conditions.
☐ 35-5-302(a)(3): Cease _____ infestation from prop.
☐ 35-5-302(b)(1)(2): Repair decorative trim, cornices, etc
☐ 35-5-302(b)(1)(4): Repair chimney & similar extentions
☐ 35-5-302(b)(1)(6): Repair defective door(s) / window(s)
☐ 35-5-302(a)(2): Store all garbage in trash cans
☐ 35-5-302(b)(1): Repair exterior structure
☐ 35-5-302(b)(1)(3): Repair exterior extentions
☐ 35-5-302(b)(1)(5): Repair metal/wood surfaces
☐ 35-5-302(b)(1)(7): Repair defective fence

INVESTMENT PROPERTY (B.C.C)

☐ 35-2-404(a)(1)(i): Remove hazardous or unsafe condition
☐ 35-2-404(a)(1)(iii): Repair roof or horizontal members
☐ 35-2-404(a)(1)(v): Repair ext. plaster or masonry
☐ 35-2-404(a)(1)(vii): Repair exterior construction (see below)
☐ 35-2-404(a)(1)(3): Repair /remove defective exterior sign(s)
☐ 35-2-404(a)(1)(ii): Repair ext. walls / vertical members
☐ 35-2-404(a)(1)(iv): Repair exterior chimney
☐ 35-2-404(a)(1)(vi) Waterproof walls/ roof /foundations
☐ 35-2-404(a)(1)(2): Remove trash, rubbish, & debris
☐ 35-2-404(a)(4)(i)(ii): Board & secure. Material to match building color of structure

OTHER VIOLATIONS OR REMARKS: _____

☐ NOTICE ~~POSTED AND~~ MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 11 / 12 / 06 INSPECTOR NAME: S Jennings
PRINT NAME (Rev. 9/05)
AGENCY

Permits and Development Management
Code Inspections and Enf ent
County Office Building, R. 3
111 West Chesapeake Ave
Towson, Maryland 21204

Code Enforcement 410-887-3351
Building Inspection 410-887-3953
Electrical In n 410-887-3960
Plumbing Ins n 410-887-3620
Signs/ Fences 410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
06-8634	0916 751250	10 / 4 / 06

NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD ROAD

CITY: BALTIMORE STATE: MARYLAND ZIP CODE: 21286

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☐ RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)
☐ OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

☐ BL (230) ☐ BR (236) ☐ BM (233)
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☐ OTHER: _____

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- ☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs
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- ☑ 13-7-115: County to abate nuisance & lien costs
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- ☐ 13-7-201(2): Cease stagnant pool water
- ☐ 12-3-106: Remove animal feces daily
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- ☑ 13-4-201(b)(d): Store garbage in containers w/tight lids
- ☐ 35-2-301: Obtain building/ fence/ sign permit
- ☐ 18-2-601: Remove all obstruction(s) at street, alley, road
- ☐ 13-7-310(2): Remove bird seed / other food for rats
- ☐ 32-3-102: Violation of development plan/ site plan
- ☐ IBC 115; BCBC 115: Remove/ Repair unsafe structure board and secure all openings to premise
- ☐ 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall grass and weeds to three (3) inches in height

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OTHER VIOLATIONS OR REMARKS: * trash bag in front

☑ NOTICE POSTED AND MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 10 / 11 / 06 INSPECTOR NAME: S Jennings
PRINT NAME (Rev 9/05)
AGENCY

Rec'd 12/5/06. SJ

ROOMING HOUSE QUESTIONS FOR COMPLAINANT

Alleged Violation Address: 7610 KNOLLWOOD RD 21286

Dear DAVID RILEY**, the Baltimore County Department of Permits and Development Management needs your help to correct code violations at the address above which relate to your complaint. To aid us in taking corrective action, we request that you write out answers to the following questions in the space provided and mail them in the self-addressed and stamped envelope enclosed for your convenience to:**

Department of Permits and Development Management
111 W. Chesapeake Avenue, Rm. 213
Towson, Maryland 21204

We thank you in advance for your assistance in helping to correct this apparent Code violation.

1. Print your full name: DAVID William Riley
2. Print your current address: 7609 KNOLLWOOD RD.
3. Please provide your telephone number and/or e-mail address to assist us in communicating with you more efficiently. Due to our obligations under the Freedom of Information Act, this information may be available to anyone requesting it, including owner and occupants of the subject property. (410) 321-0339
   DWRILEY@nsa.gov
4. How long have you lived at this address?
   20 YEARS
5. If you believe the rooming/boarding house at the subject property ("Alleged violation address") is owner occupied, what is the basis of such belief? I don't believe it is owner occupied

010-8/034

6. How many people do you believe reside at this address and describe the basis of such understanding on your part including, if possible, the length of occupancy time for each resident?

4 persons live there on a continual basis.

7. If you are aware that any residents of the subject property are related, please state the source of such knowledge on you part.

—

8. For what period of time have you observed more than 2 unrelated individuals living at the subject property?

6 Months

9. Do you know the names, sex and/or approximate ages of any of the residents of the subject property? Yes X No ___
If yes, please provide below any information known.

4 Males 18 - 25 years old.

10. How often do you observe the resident of the subject property (i.e., at least daily, weekly, other)?

Daily

11. Do any residents drive a vehicle? Yes X No _____
If yes, provide the make, and State of origin and number of the license plate attached to the vehicle.

white truck - DEF8244 (NY)
BLACK CIVIC - LCL753 (MD)
RED GRAND PRIX - 1BP132 (MD)
BLACK CIVIC - 6CD L4F (MD)

Signature: _____ Date: 1 Dec 06

Thank You for your assistance.

HOLZER

& LEE

LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

December 18, 2006
#7676

Mr. Donald Brand
Buildings Engineer
Baltimore County
County Office Building
Room 105
Towson, Maryland 21204

RE: Alexander Sulakvelidez
Zoning Citations for 7610 Knollwood Road
Towson, Maryland 21286
Correction Notice: Case No.: 06-8634

Dear Mr. Brand:

This letter will confirm that I represent Mr. Alexander Sulakvelidez of 536 Hampton Lane, Towson, Maryland concerning the correction notice issued for 7610 Knollwood Road, Towson, Maryland 21204. Please be advised that I am preparing a Petition for Special Hearing pursuant to Baltimore County Zoning Regulation 500.7 to be filed with the County on or before December 30, 2006. The Petition for Special Hearing will be in lieu of a request for a use permit pursuant to Section 408B of the Baltimore County Zoning Regulations requesting permission for a boarding/rooming house which is authorized in the D.R. Zone. The Petition for Special Hearing will permit posting of the property and a formal public hearing before the Zoning Commissioner concerning this request. Filing a Petition for a Special Hearing, as opposed to an Application to the Director of Permits and Development Management for a use permit, will permit public scrutiny and a hearing.

Based upon the filing of the Petition for Special Hearing before December 30, 2006, you advised that the Code Enforcement for Baltimore County will extend the time for the correction notice until the date of the public hearing. You further advised that no zoning citation will be issued until the Zoning Commissioner has rendered an Opinion and the Decision becomes final.

I have also agreed with you that time is of the essence in obtaining a prompt hearing and will upon filing of the Petition for Special Hearing seek to obtain a hearing in the months of January or February, 2007.

Thank you for your courtesy in this matter.

Very truly yours,

J. Carroll Holzer

JCH:mlg

cc: Mr. Jim Thompson
Ms. Sophia C. Jennings
Mr. Alexander Sulakvelidze

DIRECTOR OF THE DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT.
111 W. Chesapeake Avenue
Towson, Maryland 21204
Baltimore County, Maryland

In the Matter of ALEXANDER SULAKVELIDZE
Respondents

Civil Citation No. 06-8634
7610 KNOLLWOOD ROAD

INTERROGATORIES TO RESPONDENT:

(PRINT OR TYPE NAME) _____

This matter is before the Code Enforcement Hearing Officer for the Department of Permits and Development Management who elects to obtain discovery by Interrogatories as set forth below before a hearing is held at the request of a responding Violator.

INSTRUCTIONS

A. These interrogatories are propounded to the above named responding Violator pursuant to §3-6-206(e) of the Baltimore County Code.

B. Your response shall contain all information regarding any matter, not privileged, including the existence, description, nature, custody, condition, and location of any documents or other tangible things and the identity and locations of persons having knowledge of any discoverable matter, if the matter sought is relevant to the subject matter involved in this action, whether it relates to the alleged violations or your defense of them.

C. If requested, you shall attach to your response or submit for inspection the original or an exact copy of (1) any instrument on which a defense is founded and (2) any report, whether acquired or developed in anticipation of an allegation that a violation exists or for the code enforcement hearing, made by an expert whom you expect to call as an expert witness at the hearing. Any such request shall also contain (a) the type of document (i.e., letter, contract, map, etc.); (b) state the title of the document, the date, the author, any file, reference, or identifying number or symbol connected with the document; (c) identify all persons who wrote, signed, initialized, dictated, or otherwise participated in the creation of said document or received a copy thereof; (d) state the document's general subject matter; and (e) identify all persons to whom the document was addressed, if any. If the instrument or report was, but no longer is in your possession, custody or control, state if the document was lost or destroyed or what other disposition was made of it and the reasons therefore.

D. You shall serve a response on or before 12/12/06 upon the Director of Permits and Development Management, 111 West Chesapeake Avenue, Room 213, Towson, Maryland 21204.

E. Your response shall set forth each interrogatory followed by its answer.

F. Your answer shall include all information available to you directly or through agents, representatives, or attorneys.

G. Your response shall be under oath and signed by you.

H. Any request embodied in an interrogatory to "identify" any person or persons shall be deemed to include the following request: With respect to an actual person, that person's (a) full name; (b) employer or other organization or entity with which the person is affiliated; (c) present or last known business or home address and telephone number; and (d) job title(s). With respect to other persons: (a) the full name of the organization, entity or person; (b) the name, employer, job title, business address, telephone number and place of work of each individual employed by, affiliated with or representing such person with whom communications have been made relating to the subject matter of the interrogatory.

DEFINITIONS

A. The term "you" or "your" means the responding Violator, his or her attorneys, agents, employees, insurers, officers, experts, contractors, or other representatives of them.

B. The term "person" or "persons" means without limitation, any natural person, corporation, partnership, proprietorship, association or group of natural persons acting or purporting to act as an entity.

C. The term "premises" means the property which is the subject of a code enforcement action.

INTERROGATORIES

1. Identify the owner(s) of the premises (show full name and address for each owner).

2. Identify all adult persons who reside on the premises.

3. Identify all residents of the premises who regularly utilize a motor vehicle for transportation to and from the premises and list the make, model and license plate number for those vehicles and where they customarily park.

4. Is off street parking is provided for any occupants of the premises? If the answer is yes, state how many parking places are provided.

5. Identify all occupants of the premises who are related by blood, marriage and adoption.

6. State what compensation is paid, if any, by or on behalf of any occupant of the premises.

7. Attach any written instrument signed by any occupant of the premises which relates to the payment of compensation to the owner(s).

8. Attach any written rules or regulations which govern the occupancy of the premises.

9. If there have been any prior code violations at the premises, state the approximate date and the particular nature of such violations and their resolution.

See attached

Signed: _____ Dated: 12/11/06

INTERROGATORIES

1. Identify the owner(s) of the premises (show full name and address for each owner).

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

2. Identify all adult persons who reside on the premises.

Benjamin Chernick
Robert Meltzer
Christopher McLean
Samuel Weiland

3. Identify all residents of the premises who regularly utilize a motor vehicle for transportation to and from the premises and list the make, model and license plate number for those vehicles and where they customarily park.

Tenant	Car	License plate #
Benjamin Chernick	Honda Civic	6CDL45
Robert Meltzer	Pontiac Grand AM	JBP132
Christopher McLean	Dodge RAM 1500	DEF8244
Samuel Weiland	Honda Civic	LCL753

Cars are parked in the house's driveway and also on-street around the house. See item #4 for additional information about parking.

4. Is off street parking is provided for any occupants of the premises? If the answer is yes, state how many parking places are provided.

One parking space is in the house's driveway. The house is located on the corner of Knollwood Road and Garden Road (corner lot), across the street from Donnybrook Apartment complex. There is additional parking space available in front of the house (on Knollwood Road) and on the side of the house (on Garden Road).

5. Identify all occupants of the premises who are related by blood, marriage and adoption.

None.

6. State what compensation is paid, if any, by or on behalf of any occupant of the premises.

$1700/month.

7. Attach any written instrument signed by any occupant of the premises which relates to the payment of compensation to the owner(s).

Copy of the lease is attached. The amount of monthly lease payments ($1700/month) is specified in the lease.

8. Attach any written rules or regulations which govern the occupancy of the premises.

The occupancy of the premises is governed by the lease. Copy of the lease is attached. For the space consideration, only one copy of the lease is enclosed. All current occupants individually signed the exact copy of the enclosed lease paperwork.

9. If there have been any prior code violations at the premises, state the approximate date and the particular nature of such violations and their resolution.

Empty trash bin was once left in front of the house which triggered Correction Notice dated 10/4/06. The deficiency was corrected the same day the undersigned received the Correction Notice. No additional code violations have been noted on the premises. The owner and current tenants have received no direct complaints from any of the neighbors.

Signed: _____ Dated: 12/11/06

RESIDENTIAL HOUSE RENTAL LEASE AGREEMENT

Parties:

This Agreement is entered into between

(hereinafter referred to as "Tenant") and

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286
410-821-8857

(hereinafter referred to as "Landlord").

If more than one tenant, each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:
In consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in Baltimore County, Maryland and located at:

7610 Knollwood Road, Towson, MD 21286

("the premises"), together with the following furnishings and appliances:

1. Clothes dryer and clothes washer
2. Refrigerator
3. Stove or Range
4. Kitchen fan
5. Sunroom fan
6. Drapery rods in dinning and living/family rooms

subject to the terms and conditions in this Agreement.

Term:
The term of this Lease is for **14 months**, commencing on **May 1, 2006**, and expiring on **June 30, 2007**, unless renewed or extended pursuant to the terms herein.

Payment of Rent:
The total rent for the term of this agreement is **$23,800** payable at a rate of **One Thousand Seven Hundred Dollars ($1,700)** per month in advance, the first installment to be made on the first day of **June 1, 2006** (see "**Additional Provisions**") and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, personal check, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be made payable to, and mailed or delivered to the following address:

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

Prorated first month's rent:
If the lease term commences on a day other than the first day of a month, Tenant will pay to Landlord a prorated monthly rent for the period from the commencement of this Lease to the first day of the following month. The prorated rent from the commencement of this Lease to the first day of the following month is **$ N/A**, which amount shall be paid at the execution of this Lease.

Returned Check and Stop Payment:

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason whatsoever, Tenant will pay Landlord a service charge of **$25.00 (Twenty-Five Dollars)**, which does not exceed the maximum amount allowed by applicable Maryland law.

Late Charges:
If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will be assessed a late charge of **$75.00 (Seventy-Five Dollars)** as allowed by applicable Maryland law. If the payment is late due to returned check or any other reason described in the "Returned Check and Stop Payment" paragraph above, late charges will be assessed in addition to the $25.00 "returned check" fee. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Additional Rent:
All sums of money or other charges required to be paid by Tenant to Landlord under the terms of this lease, whether or not the same be designated "rent" or "additional rent", shall be deemed rent and shall be collectible as same.

Tenant Examination and Acceptance of Premises:
The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in its AS-IS condition. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:
The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement whose names appear below:

1. Benjamin Chernick
2. Christopher McLean
3. Robert Meltzer
4. Samuel Weiland

The premises shall be occupied by no more than **4 (four)** persons, including children. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord. No guests (including, but not limited to, parents, siblings, other relatives, or friends) may stay on premises for longer than 5 (five) days, without the prior written consent of the Landlord.

Joint and Several Liability
If rented to cotenants (including husband and wife), all tenants are individually and collectively responsible for all owed rents and tenant damages. If the lease is co-signed for one or more Tenants, all cosigners are also individually and collectively responsible for all owed rents and tenant damages.

Multi Family / Condominium Addendum
Where this lease applies to a multi-family dwelling or a condominium, Tenant hereby acknowledges that Tenant has been made aware of any special conditions affecting the leased property, as set forth in the attached addendum bearing the signatures of all parties concerned and hereby made a part of this lease agreement; and further, Tenant agrees to abide by the conditions as set forth in said addendum. Addendum attached ☐ Yes ☒ No

Disturbances and Violation of Laws:
Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Security Deposit and Return Thereof:
Tenant has deposited with Landlord the sum of **One Thousand Seven Hundred Dollars ($1,700)**, which sum does not exceed two (2) months rent or $50.00, whichever is greater, per dwelling unit leased under this Lease which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees,

Tenant initial here: (CM)

employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant has the right to be present at the time of inspection to determine if any damages were done to the premises if Tenant notifies Landlord by certified mail of his intention to move, date of moving, and new address. The notice shall be mailed at least **sixty (60) days prior to date of moving**. Upon receipt of notice, Landlord shall notify Tenant by certified mail of time and date when premises are to be inspected. The date shall occur within five (5) days before or five (5) days after date of moving as designated in Tenant's notice. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over.

The Landlord hereby acknowledges receipt of the aforesaid deposit which shall be deposited by Landlord in an interest bearing escrow account and which deposit shall be made within thirty (30) days after receipt of said funds in a banking or savings system within the State of Maryland and which account shall be devoted exclusively to security deposit(s). The Landlord shall, upon written request, promptly provide the Tenant with a written list of all existing damages, and such request by the Tenant must be made within fifteen (15) days of the Tenant's occupancy. Within 30 days after the end of the tenancy, the Landlord shall return the deposit to the Tenant, together with simple interest which shall have accrued, less any damages rightfully withheld. Interest shall accrue at three (3) month intervals from the day Tenant gives Landlord the said deposit. Interest shall not be compounded.

In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee sub lessee, the security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and the Landlord shall have no further liability with respect to return of such security deposit to the assignor.

Tenant acknowledges that this paragraph constitutes written notice to him at time of payment of security deposit of his rights under applicable Maryland law.

Application for Lease:
Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:
No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:
Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Insurance:
Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God. **Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.**

Utilities:

Tenant initial here: (CA)

Tenant will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☒ Gas or Oil ☒ Water ☒ Electric ☐ Refuse Collection

Note: Tenant agrees to use Pug's Fuel and Oil Service Company for purchasing heating oil for the premises.

Tenant will be responsible and pay for the following optional utilities or services, *including all required* deposits (check those that apply):

☒ Telephone ☒ Cable/Satellite TV ☒ Internet

Tenant is not required to have any of the above three optional services as part of this lease agreement.

Landlord will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☐ Gas ☐ Water ☐ Electric ☐ Refuse Collection
☐ Telephone ☐ Cable/Satellite TV ☐ Internet

Tenant shall be responsible for arranging for any utility service not provided by the Landlord, and for any utilities not listed above, on the effective date of this Lease. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

Alterations and Repairs by Tenant:
Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:
Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Landlord's Responsibilities and Duties:
In compliance with applicable Maryland law, Landlord shall maintain:

a. Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

b. Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.

c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

d. Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.

e. Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.

f. Building, grounds and appurtenances at the time of the commencement of the lease or Lease agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, and all areas under control of the landlord kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage.

g. An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or Lease agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.

h. Floors, stairways, and railings maintained in good repair.

i. Compliance with the requirements of applicable building and housing codes materially affecting health and safety, including installing dead-bolt locks on all swinging entrance doors.

j. Compliance with the requirements of any other applicable State, County or municipal law, statute or code not herein listed.

Tenant initial here: CH

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

Tenant's Responsibilities and Duties
In compliance with applicable Maryland law, Tenant covenants:

(1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.

(2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

(5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

(6) Promptly remove ice and snow from walkways, steps and driveway.

(7) Replace light bulbs, fuses, faucet washers, heater filters, and minor maintenance items including opening clogged sinks and toilets.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

The Tenant shall be held responsible for any direct and /or consequent damage to the premises and for the cost of such repair caused by any negligence either by action or lack of action on the part of the Tenant, Tenant's family, guests, employees or pets. Such damage shall be deemed as being additional rent due and payable within thirty (30) days from date of submission of bill to Tenant by Landlord.

Pets:
No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises.

Surrender of Premises:
Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Landlord's Right to Access and Inspection:
In addition to the rights provided by applicable Maryland law, in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, Landlord or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant reasonable verbal or written notice before entering. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

Lease Renewal:
Tenancy created under this agreement shall continue for a like term after its expiration, on the same terms and conditions as herein expressed, unless either Landlord or Tenant, whichever desires not to renew the agreement upon the expiration of the then existing term, shall give to the other written notice of its intention not to renew the agreement at least **Sixty (60) days prior to the expiration of the then existing term**. In the event the Landlord gives written notice, at least sixty days prior to the expiration of then term of its intent to change the terms and conditions of the agreement (including changes in rental fees), Tenant shall be conclusively deemed to have renewed said tenancy upon terms and conditions as are contained in said written notice, unless Tenant gives notice to the contrary in writing, sent either registered or certified mail, within 10 (ten) days after receiving such notice from Landlord.

Termination of Lease - Hold Over:

Tenant initial here: _____

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other **Sixty (60) days** written notice prior to the due date. If Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable Maryland law, at the monthly rate in effect during the last month of the expiring term plus 50% premium. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, **Thirty (30) days written notice** of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Maryland law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Extended Absences by Tenant and Notice Thereof:
Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs. If such absences are customary and frequent, the expected frequency and duration of absence should be summarized here:

Abandonment:
Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any monies owing remain unpaid. In such event, Tenant will be considered in default of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable Maryland law, except in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Maryland law, and terminate this Lease without notice to Tenant.

Property Damage - Destruction of Property:
If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises. Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

Hold Harmless:
To the fullest extent permitted by applicable Maryland law, Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Default / Breach By Tenant:
In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice of termination and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice if the default is not remedied within a reasonable time not in excess of thirty (30) days and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, in the event the default is nonpayment of rent, Landlord shall not be required to deliver thirty (30) days notice as provided above but may serve Tenant with a seven (7) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the premises by the expiration of the seven (7) day notice period. Furthermore, for any substantial violation of this Lease or applicable law materially affecting health and safety, Landlord may serve Tenant with a three (3) day written notice of termination whereupon the Tenant must cure the default by the expiration of the three (3) day notice period or surrender the premises. Upon Landlord's termination of this, Tenant expressly agrees and

Tenant initial here: _____

understands that unless prohibited by applicable State law, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Remedies - Cumulative:
The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Maryland law.

Notice of Injuries on Premises:
In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease

Waiver:
Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:
The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Court Costs and Attorneys Fees:
In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due hereunder, the Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord, to the greatest extent allowed by applicable Maryland law.

Agents and Authority to Receive Legal Papers:
Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox to Tenant at the premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Alexander Sulakvelidze, 536 Hampton Lane, Towson, MD 21286

Time:
Time is of the essence of this agreement.

Subordination:
Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord's right to subject the premises to a mortgage or other lien.

Eminent Domain:
If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof

Paragraph Headings:
The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding:
This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:
This document and any Attachments constitute the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Tenant initial here: _____

Governing Law:
This Lease shall be governed by the laws of the state of Maryland.

Severability:
The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein. To the extent that any portion of this agreement found to be invalid, illegal, unconstitutional, inapplicable or unenforceable may be valid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:
In order for the Landlord to hold the house for Tenant until the May 1, 2006 move-in date, and to perform below-specified remodeling work on the premises, Tenant agrees to pay Security Deposit and First Month's rent at signing ($3,400.00). **The entire amount is nonrefundable if Tenant changes his/her mind and decides not to lease, for any reason whatsoever.** If the Tenant moves in during May 2006, the first month's rent (paid at lease signing) will be applied to the May 2006 payment. The next rent will be due on June 1, 2006.

The Landlord shall:

1. Install new bathroom with the door on the outside.
2. Install carpet in what would be the 4th bedroom.
3. Install door to the laundry room.
4. Paint one fresh coat of paint on the 3 bedrooms upstairs.
5. Paint the back of the bathroom door upstairs.
6. Hire a lawn care service to cut the grass in the yard

All of the above-listed renovations (items 1-5) will be completed by May, 1, 2006. If the above-specified work is not completed by that time, rent for May 2006 will be $1,590. If the above specified work is not completed by June 1, 2006, rent for June 2006 will be $1,300. If the above specified work is not completed by July 1, 2006, rent for July 2006 will be $1,100 and will continue at that level until the above-specified work is completed. Beginning on the first day of the first month after the above-specified work is completed, the rent will resume being $1,700 per month (e.g., if the work is completed on May 20 2006, rent for June 2006 and onward will be as specified in the main body of the lease; i.e., $1700/month).

At a minimum, the new bathroom (item 1 of the above-listed renovations) will have toilet, shower or tub, and sink or vanity with sink. It will be painted, equipped, tiled, etc. according to the Landlord's preferences. The Tenant agrees to accept the bathroom as delivered by the Landlord, without any claims as to the color of paint, type of fixtures, or any other non-functional issue(s) whatsoever. Furthermore, the Tenant agrees to accept the work performed under items 2 – 5 as delivered by the Landlord, without any claims as to the color of paint, type or color of carpet, or any other non-functional issue(s) whatsoever.

Landlord/Agent's signature: _____ Date: 3/2/06

Tenant's signature: Christopher McLean

Print name: Christopher McLean Date: 3/2/06

Cosigner's signature

Print name: _____ Date: _____

Tenant initial here: _____

From: Donald Brand
To: Jennings, Sophia
Date: Friday, December 15, 2006 11:18:50 AM
Subject: 7610 Knollwood Road

Sophia:

Friday
December 15, 2006
11:05 a.m.

Carroll Holzer called on behalf of owner and we reached agreement on the Boarding/Rooming House use matter as follows: he will file an application for a use permit under Sect. 408B or request a special hearing on or before 12/31/06 and prosecute the matter with time being of the essence and send me a letter by Monday incorporating these and the following terms and we will extend the time for compliance with the correction notice until the conclusion of his request or application.

Don

CC: Kotroco, Timothy; Popelarski, Catherine (Kitty); Thompson, James

06-8634

INTERROGATORIES

1. Identify the owner(s) of the premises (show full name and address for each owner).

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

2. Identify all adult persons who reside on the premises.

Benjamin Chernick
Robert Meltzer
Christopher McLean
Samuel Weiland

3. Identify all residents of the premises who regularly utilize a motor vehicle for transportation to and from the premises and list the make, model and license plate number for those vehicles and where they customarily park.

Tenant	Car	License plate #
Benjamin Chernick	Honda Civic	6CDL45
Robert Meltzer	Pontiac Grand AM	JBP132
Christopher McLean	Dodge RAM 1500	DEF8244
Samuel Weiland	Honda Civic	LCL753

Cars are parked in the house's driveway and also on-street around the house. See item #4 for additional information about parking.

4. Is off street parking is provided for any occupants of the premises? If the answer is yes, state how many parking places are provided.

One parking space is in the house's driveway. The house is located on the corner of Knollwood Road and Garden Road (corner lot), across the street from Donnybrook Apartment complex. There is additional parking space available in front of the house (on Knollwood Road) and on the side of the house (on Garden Road).

5. Identify all occupants of the premises who are related by blood, marriage and adoption.

None.

6. State what compensation is paid, if any, by or on behalf of any occupant of the premises.

$1700/month.

7. Attach any written instrument signed by any occupant of the premises which relates to the payment of compensation to the owner(s).

Copy of the lease is attached. The amount of monthly lease payments ($1700/month) is specified in the lease.

8. Attach any written rules or regulations which govern the occupancy of the premises.

The occupancy of the premises is governed by the lease. Copy of the lease is attached. For the space consideration, only one copy of the lease is enclosed. All current occupants individually signed the exact copy of the enclosed lease paperwork.

9. If there have been any prior code violations at the premises, state the approximate date and the particular nature of such violations and their resolution.

Empty trash bin was once left in front of the house which triggered Correction Notice dated 10/4/06. The deficiency was corrected the same day the undersigned received the Correction Notice. No additional code violations have been noted on the premises. The owner and current tenants have received no direct complaints from any of the neighbors.

Signed: _____ Dated: 12/11/06

From: Donald Brand
To: asulakve@comcast.net
Date: Monday, December 11, 2006 4:07:27 PM
Subject: Corrrection Notice, 7610 Knollwood Road

Monday, December 11, 2006
4:06 p.m.

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

Mr. Sulakvelidze:

You have inquired about the possibility of the Department of Permits & Development Management of Baltimore County consenting to a temporary boarding/rooming house use at 7610 Knollwood Road until what I believe is the end of the spring semester of Towson University, that is allow a continuation beyond December 31, 2006 of the occupation of the premises at this addrees by three or more persons not related by blood, marriage or adoption to occupy. This Department will not grant an extension beyond the end of the year 2006. Although this may result in a financial hardship, this provision of the Baltimore County Code has been in existence for at least the past five (5) years so you had constructive notice of this condition on the use of your rental property.

Donald E. Brand
Buildings Engineer
410-887-4585

From: Sophia Jennings
To: asulakve@comcast.net
Subject: Re: 7610 Knollwood Rd

Mr. Sulakvelidze -

In regard to your e-mail from late this morning, Baltimore County will grant an extension for you until the end of this calendar year (12/31/06). Baltimore County will **not** grant an extension until June 30, 2007 even if the complainant calls or writes me and confirms your conversation. The decision to grant you an extension until the end of the calendar year only came directly from the Director of Permits and Development Management.

As I previously stated, I'm not sure why you wanted to meet with me in the first place. As stated in my e-mail to you dated 12/1/06, you need to complete and return the "Interrogatories to Respondent" before the date on the bottom of the first page.

To summarize, the "Interrogatories to Respondent" must be completed and returned by the date on the document and the number of tenants must be reduced to 2 or less by December 31, 2006.

>>> <asulakve@comcast.net> Tuesday, December 05, 2006 11:57 AM >>>
Dear Ms. Jennings,

I talked to David Riley yesterday. He is the person who filed the initial complaint. I explained the situation and he agreed not to press this matter until June 30 2007. I promised that I will have the current violation fully remedied at that time. I further promised (and I reiterate this promise to you as well) not to have more than 2 unrelated people live in that house after the current lease expires. I just talked to Jim Thompson and he told me that if David Riley calls you or sends you a letter confirming the above, Baltimore County will also give me an extension until June 30, 2007.

I appreciate your willingness to meet with me tomorrow, but with these latest developments I am reluctant to take up more of your time. I will be happy to come to your office tomorrow if you feel the meeting is justified, Otherwise, I will contact David Riley again today, with the request to contact you directly to confirm his willingness not to pursue his original violation notice until June 30 2007. Please let me know when he contacts you, and if there are any outstanding concerns at that time. I can be reached via this e-mail or via my cell phone 410-913-7943. In the meantime, I assume I no longer need to complete the "Interrogatories to Respondent" letter I received from your office?

Thanks!

Alexander Sulakvelidze

>>>>>>>>>

Friday afternoon at 3 p.m. is not possible. I can meet you Wednesday morning (6th), anytime before 11:00, at my office. Let me know if this is agreeable.

Unfortunately I cannot advised you legally regarding your lease. I can only inform you that the number of tenants must be reduced to 2 by the end of the calendar year or we will proceed with a hearing and possible fines. The "letter" you received is a document that was recently instituted for rooming/boarding houses and must be completed and returned by the date on the bottom of the first page. Your request to allow this violation to continue until the end of the lease is not being considered. We are giving you an extension until the end of the year, but no extensions will be granted after that time.

Sophia C. Jennings
Code Enforcement Officer
410-887-3351

CC: Brand, Donald ; Thompson, James

Alexander Sulakvelidze

536 Hampton Lane *Towson* *Maryland 21286*

Phone # (410) 821 8857 (home) - 410-913-7943 (cell)

E-mail: asulakve@comcast.net

November 9, 2006

Rec'd 11/13/06 SJ

S. Jennings
Permits and Development Management
County Office Building, Room 213
111 West Chesapeake Avenue
Towson, MD 21204

Re: Correction notice, case #06-8634

Dear Ms. Jennings,

I am responding to your correction notice dated 10/12/06. The violation cited in the notice is 408B "Illegal rooming/boarding house." The purpose of this letter is to respond to the correction notice and to provide you with additional details pertaining to the case/property in question.

The property in question is my house located at 7610 Knollwood Road, Towson, MD 21286. The house is a single-family, split-level dwelling located on the corner of Knollwood Road and Garden Road. I have purchased it in December 2005. The house at 7610 Knollwood Road is not my personal residence, and I purchased it as an investment property for my son's future college education. I have made extensive repairs and updates/renovations in the house. These include (i) installing additional full bathroom, (ii) remodeling one of the existing two bathrooms, (iii) installing new electric panel, (iv) installing fire-detectors, (v) repainting 3 bedrooms and other sections of the house, (vi) installing new carpet in the 4th bedroom, (vii) installing new locks (including deadbolt locks) on all exterior doors, and (viii) other small repairs and updates throughout the house. All new plumbing and electric work has been inspected and approved by Baltimore County code inspectors. The repairs/renovations have not been limited to house's interior. For example, I asked Baltimore County to replace the sidewalk around the house at my expense, and that work was recently competed. In addition, I have hired a landscaping company that regularly services the property (lawn moving, tree trimming, etc.) and helps keep it in top condition proper for the neighborhood in which the house is located. As you can see from the above short summary, I have made, and continue to make, signifcant investments in the house, and I intend to maintain it in peak condition.

At the present time, I am renting the house to four Towson University students, in order to partially leverage my mortgage payments on the house. I have carefully screened the tenants. Specifically, I have thoroughly reviewed their credit reports, and their employment histories. I also have talked to their employers, and to the parents of 2 tenants. All four students are responsible tenants that have lived in the house for approximately 7 months. I regularly inspect the premises and I have not noticed any activity that may be considered distracting to the neighbors or to the Donnybrook community. The only problem that I am aware of is one occasion when empty trash bin was left in front of the house for several days in October, which triggered the original correction notice by Baltimore Country (dated 10/4/06). As I explained in my response to that notice in my letter of

October 11 2006, we corrected that deficiency the same day I received the notice. In summary, the problem has been promptly remedied and it has not occurred since.

As explained in your 2nd correction notice dated 10/12/06 and in the accompanying paperwork, I now understand that Baltimore County zoning regulations limit the number of non-related persons living in the house to two or less. Me renting the house to four students appears to be in violation of that zoning regulation. I sincerely regret this inadvertent violation, but I was not aware of this particular zoning regulation when I signed the lease with the four students. At the present time, I am locked in the existing lease which expires on June 30 2007. With the only exception being the trash bin violation mentioned above (which was corrected immediately upon receiving your 1st correction notice), the four students have been responsible tenants, and they have been respectful to the house and to the surrounding community. To the best of my knowledge, there have been no additional negative comments from the neighbors regarding their stay in my house. I do not know how I can make them vacate the property until their lease expires. Any action for early lease termination/amendment is likely to be futile and to trigger legal actions from them against the undersigned. These processes can drag for several months, cause severe hardship to me and my family, and yet not result in their vacating the house until the existing lease expires. Therefore, I respectfully ask that the students be permitted to continue to occupy the house until their current lease expires on June 30 2007. I hereby assure you that their lease will not be extended beyond that date, and that the current zoning violation will be fully remedied at that time. Furthermore, I affirm that I will never rent the house to more than 2 non-related individuals. Finally, I reiterate my commitment to maintain the property in the exemplary fashion, and to promptly address any problems that might arise with the current tenants (although I do not anticipate any problems).

Please let me know if you require further information regarding this matter, or if there is anything else I can to do to alleviate your concerns. I will be happy to provide you with a copy of the "Lease no extension" letter to current tenants (which I am prepared to send to the tenants immediately), or any other documentation you may require to allow the current occupancy until June 30, 2007.

Once again, I regret my inadvertent violation of Baltimore County zoning regulations. I sincerely hope that this issue can be resolved as outlined above, and I thank you for your understanding and consideration.

Sincerely,

Alexander Sulakvelidze

FAX COVER SHEET

Alexander Sulakvelidze
536 Hampton Lane, Towson, MD 21286
Telephone: (410) 821 8857
Fax: (410) 821 8857

DATE: 11/9/06	FAX: 410-887-2824

TO: S. Jennings

COMMENTS:

Original of the letter mailed today. Thank you!

PAGES (including this page): 3

Please call 410-821-8857 if you did not receive all pages. Thank You!

Alexander Sulakvelidze

536 Hampton Lane *Towson* *Maryland 21286*

Phone # (410) 821 8857 (home) - 410-913-7943 (cell)

E-mail: asulakve@comcast.net

November 9, 2006

S. Jennings
Permits and Development Management
County Office Building, Room 213
111 West Chesapeake Avenue
Towson, MD 21204

Re: Correction notice, case #06-8634

Dear Ms. Jennings,

I am responding to your correction notice dated 10/12/06. The violation cited in the notice is 408B "Illegal rooming/boarding house." The purpose of this letter is to respond to the correction notice and to provide you with additional details pertaining to the case/property in question.

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October 11 2006, we corrected that deficiency the same day I received the notice. In summary, the problem has been promptly remedied and it has not occurred since.

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Please let me know if you require further information regarding this matter, or if there is anything else I can to do to alleviate your concerns. I will be happy to provide you with a copy of the "Lease no extension" letter to current tenants (which I am prepared to send to the tenants immediately), or any other documentation you may require to allow the current occupancy until June 30, 2007.

Once again, I regret my inadvertent violation of Baltimore County zoning regulations. I sincerely hope that this issue can be resolved as outlined above, and I thank you for your understanding and consideration.

Sincerely,

Alexander Sulakvelidze

6CDL45 6600844 08/08 A 37331568 2HGFG12636H575857 06 HOND 2S
N/A -3700 00N/A $50.50 N/A 5 STL:NO SUB:NO FR:
FLAG:NO SDX FLAG:NO
03700 V-ST: N V-INSP-ST: V-INSP-DT:030409 V-EXP-DT:030409V-ACC-DT: 090106
INS.CO: SAFECO INS CO OF IL POLICY#: F1194547
REG-VAL-DT: 090106
RFND:N ODOMETER: 000010 CODE:A

C-652-744-870-055 SUS.REV: NO PRIVACY: YES
ROSALIE WEISS CHERNICK 5-03 148 2 F 01/20/53
6942 10 TIMBERS LN BALTIMORE MD 21209

C-652-085-379-313 SUS.REV: NO PRIVACY: YES
BENJAMIN JAY CHERNICK 5-05 144 2 M 04/23/84
6942 10 TIMBERS LN BALTIMORE MD 21209

>>>> LIEN HOLDER INFORMATION <<<<

LIEN HOLDER: MUNICIPAL EMPL CU OF BALTO INC
ADDR: 401 EAST FAYETTE STREET DATE: 2006-08-10

PAGING MODE: PAGE 1 OF 2||PF1-FWD PF2-BWD PF3-EX PF4-1ST PF5-LST

06-8634

FAX COVER SHEET

Alexander Sulakvelidze
536 Hampton Lane, Towson, MD 21286
Telephone: (410) 821 8857
Fax: (410) 821 8857

DATE: 10/11/06	FAX: 410-887-2824

TO: S. Jennings

COMMENTS:

Case # 06-8634

PAGES (including this page): 3

Please call 410-821-8857 if you did not receive all pages. Thank You!

Alexander Sulakvelidze

536 Hampton Lane *Towson* *Maryland 21286*

Phone # (410) 821 8857

October 11, 2006

S. Jennings
Permits and Development Management
County Office Building, Room 213
111 West Chesapeake Avenue
Towson, MD 21204

Re: Case # 06-8634

Dear Ms. Jennings,

I am writing to you regarding the above-referenced matter. I have received the Code Inspection and Enforcement Correction Notice (case #06-8634) from you on Saturday, October 7, 2006. The notice cites four specific violations at my property at 7610 Knollwood Road in Towson, and requests that those violations are corrected by 10/11/06:

1. Nuisance activity
2. Nuisance and lien costs
3. Trash not removed (trash bag in front)
4. Garbage not stored in a container with tight lid

On 10/7/06 (i.e., the same day I received the notice), I contacted the tenants currently occupying the above-mentioned property, with the request to respond to specific deficiencies identified in the notice and to correct them. Copy of their e-mail response is enclosed with this letter. As you can see from the enclosed letter, the tenants are unaware of any nuisance activity (items #1 and 2) occurring at the property. There have been no direct complaints from the neighbors, and during the frequent visits to the property I have not observed any activities that could be reasonably considered "nuisance." I called you and left a message on 10/10/06 seeking your clarification for those two items, so that we can immediately impellent corrective actions as required.

As for the remaining two deficiencies (items #3 and 4), I discussed these issues with the tenants and they assured me that those deficiencies will be corrected immediately. Indeed, during the follow-up visit on 10/10/06, I did not observe any trash in front of the house. I will be supplying the tenants with an extra trash bin to further ensure proper storage of all their garbage.

Please let me know if you have any questions or comments, or if there is anything else I need to do regarding this matter.

Sincerely,

Alexander Sulakvelidze

asulakve@comcast.net
410-821-8857 (home) 410-913-7943 (cell)

asulakve

From: "Christopher McLean" <cmclea2@towson.edu>
To: "asulakve" <asulakve@comcast.net>
Sent: Saturday, October 07, 2006 7:41 PM
Subject: Re: Correction notice from Baltimore County

Sandro,

I apologize for not answering your phone call this afternoon, but I was feeling sick all day and was taking a nap. I just listened to your message and checked my email to read what you sent to me. We did receive a notice from the county as well (a copy of the one you received) just a couple days ago I believe.

To respond about the nuisance activity, I am unawake of what that is in reference to. There have not been any requests from the neighbors about any matter nor have the police been to the house at all. We have met and introduced ourselves to the the right of us and behind leaving them our numbers and have not heard of any requests from them. We have talked to the neighbors behind us, Sue and Steve, and they have been asked about the college students living in the community. They have made complaints about college students living on the other side of them, but from what they told us, they specifically mentioned that they have other students (us) that live next to them and have no problems.

As far as the trash is concerned, we do accumulate trash very quickly. We keep, for the most part, the garbage can at the bottom of the driveway (closet to the house) during the week and have left trash bags around the can if it was full. We will do a better job with the trash whether it be to take more bags to the dumpster in the middle of the week or try to keep it in the house longer til the night before trash pickup. If it would be possible, another garbage can would be very helpful.

In regards to fixing the cited problems, the trash has been taken care of and will not be a matter again. We will continue to be respectful to the community, but again, I am unaware of the "nuisance activity" that they are talking about.

If there is anything else you need from me or any other questions, please just let me know.

Thanks.

Sincerely,

Christopher McLean

——— Original Message ———
From: "asulakve" <asulakve@comcast.net>
To: "Christopher McLean" <cmclea2@towson.edu>
Sent: Sat, 7 Oct 2006 14:30:29 -0400
Subject: Correction notice from Baltimore County

> Chris,
>

> I just received today correction notice from Baltimore County. Copy of the notice is attached to this e-mail, as the PDF file. As you will see from the attached, Baltimore County warns about the following violations at the
7610 Knollwood Road
house that you are currently renting:
>

Department of Permit nd
Development Management

Code Inspections and Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdminspect@co.ba.md.us

Baltimore County

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

October 6, 2006

Mr. David Riley
7609 Knollwood Road
Towson, MD 21286

Dear Mr. Riley:

RE: 7610 Knollwood Road (21286)

Through the course of our investigation pertaining to a rooming/boarding house, case number 06-8634, this office has not been able to verify that a violation of the Baltimore County Zoning Regulations exists.

If you, as the complainant, are willing to compile evidence (see enclosed witness questionnaire/15 day log), this office will review and determine if evidence exists for this office to proceed with the issuance of a correction notice. Should this case ultimately result in the issuance of a civil citation/administrative hearing, you will be required to testify and provide evidence to support your 15-day log.

If we do not hear from you within 30 days from the date of this letter, this case will be closed.

If you have any questions concerning this matter, please do not hesitate to contact me at 410-887-3351.

Sincerely,

Sophia C. Jennings
Code Enforcement Officer

Enclosures

Requested: 7/5/07

APPEAL SIGN POSTING REQUEST

CASE NO. 07-294-SPH

7610 KNOLLWOOD ROAD

9TH ELECTION DISTRICT

APPEALED: 4/3/2007

THE RODGERS FORGE COMMUNITY, INC.

The Zoning Commissioner of Baltimore County
401 Bosley Avenue-Towson, Maryland

Re: Case Number 07-294-SPH March 2, 2007
7610 Knollwood Road – Towson
Petition to permit a Rooming/Boarding House

Sir:

The Rodgers Forge Community - 1777 homes - one of at least 35 residential neighboring community groups located in the general area of Towson states its position of OPPOSITION to this specific petition, Case Number 07-294-SPH, for a Rooming/Boarding House.

The Rodgers Forge Community – formed in September. 1939 with the original sub-division dating from 1923-24 – continues its long standing OPPOSITION to Rooming/Boarding House approvals in residential community settings as being not compatible nor in harmony with the values agreed upon found in the regulations of Baltimore County Zoning.

It is the firm belief that rooming/boarding house use will be detrimental to the general welfare and values of the immediate community and also to the surrounding general area of communities. These homes were/are built to be individual family residences which are consistent with the constructed community plan and the land use zoning. A review of the zoning issues and planning records will reveal that all of the surrounding communities – Knollwood/Donnybrook included – continue to affirm stability against mounting efforts from investment/absentee owners and transient inhabitants. The Towson area in general has a large number of apartment/rental style living accommodations that are properly zoned for said use and as such makes this request superfluous.

Rooming/Boarding Houses in these styles of established single family homes do not bring the same family mode of living that characterizes and distinguishes these neighborhoods/ communities as "sought after" areas to live as family.

The Rodgers Forge Community, Inc. through its Board of Governors VIGOROUSLY REQUESTS THAT THE PETITION Case Number 07-294-SPH BE DENIED.

Thank you for your positive consideration of our position of DENIED.

Sincerely,

J. Donald Gerding: a Governor and chair: Government and External Affairs
335 Old Trail Road
Baltimore, Maryland 21212 410-825-0894
For The Rodgers Forge Community, Inc. Board of Governors
on behalf of The Rodgers Forge Community

Lawrence Swoboda; president

Please mail me COPY of Decision Thanks Pro #13

Outline Notes to Board - RFC, Inc Feb 21, 2007 Page 1 of 2

Don Gerding - Chair External + Gov't Affairs

Karl Pfrommer - Committee Member & Deputy Chair

(1) Valley View Apartments to begin complete renovations of entire complex hence the 315 +/- TU students will not be allowed to reside there after the end of current semester and "the complex will no longer have Section 8 housing, a federal program that provides rent subsidies for low-income residents." Renovations are to be scheduled for completion by Fall of 07. This is a private enterprise of Capstone Development Corp. and is not involved or connected to Towson U. per Robert Caret, president, Towson U. This displacement of approx 315 +/- resident students will be a concern of the immediate neighboring communities such as Rodgers Forge. Don G will be the monitor & contact person on this issue - Call him with any info/concerns

(2) Rodgers Forge Community - via its Board - position on Rooming/Boarding House (s) in our general community region i.e. Case # 07-294-SPH @ 7610 Knollwood Rd

Don - review & read proposed letter of position - ACTION Vote TODAY Board!

(3) Rental Registration continues - not all within RF are inspected & license requirements complete and some addresses have not yet or are just filing an application fee - More to follow as Don G monitors

RF Board Outline Feb 21, 2007 Page 2 of 2

(4) Code Enforcement/Livability issue continues to flow to our committee and with proper documentation & review we request the County to open/re-open a Case file and inspect/review & inform us of the findings — also our Trash Van concern in the 400 blk Old Trail continues!!

(5) Annapolis legislative concern

(A) "Standing" Bills Senate & House both failed - again we shall continue our efforts to gain "STANDING".

(B) Bills of interest
- SB 184 + HB 11 Driver Licensing of illegal aliens
- SB 3 + HB 1043 "Duck Take" concern
- [HB 110 Md "Comparative Negligence"
- [SB 276 " " "
- HB 704 + 705 - would limit in Balto County where sex offenders live ...

(6) UDAT — refer to Karl Pfrommer for review

(7) Other comments from Karl Pfrommer —

BURKLEIGH SQUARE COMMUNITY ASSOCIATION
P.O. Box 6713
Towson, Maryland

February 26, 2007

To Whom it May Concern:

The Board of the Burkleigh Square Community Association unanimously voted on February 26, 2007 to support the Knollwood/Donnebrook Community Associaition's opposition to the request for a rooming house/boarding house permit for the property at 7610 Knollwood Road, Towson, Maryland.

Respectfully submitted,

Elizabeth Z. Kahl, President
Burkliegh Square Community Association

Pro #14

The Greater Towson Council of Community Assoc., Inc
GTCCA

P.O. Box 5421
Towson, MD 21285-5421
www.GTCCA.org

March 2, 2007

Baltimore County Permits and Development
Zoning Commissioner
401 Bosley Avenue
Towson, Maryland 21204

Re: Case # 7-294-SPH

Dear Commissioner:

The Greater Towson Council of Community Associations (GTCCA) is the umbrella group for the 35 residential neighborhoods of Towson.

The member delegates of the Greater Towson Council of Community Associations voted unanimously supporting Knollwood Donnybrook's request to deny the rooming/boarding house permit at 7610 Knollwood Road.

We feel that the issuance of a permit sets a bad precedent for all the neighborhoods of Towson. Our goal is to keep neighborhoods strong and vibrant – boarding houses create situations that do not support stability.

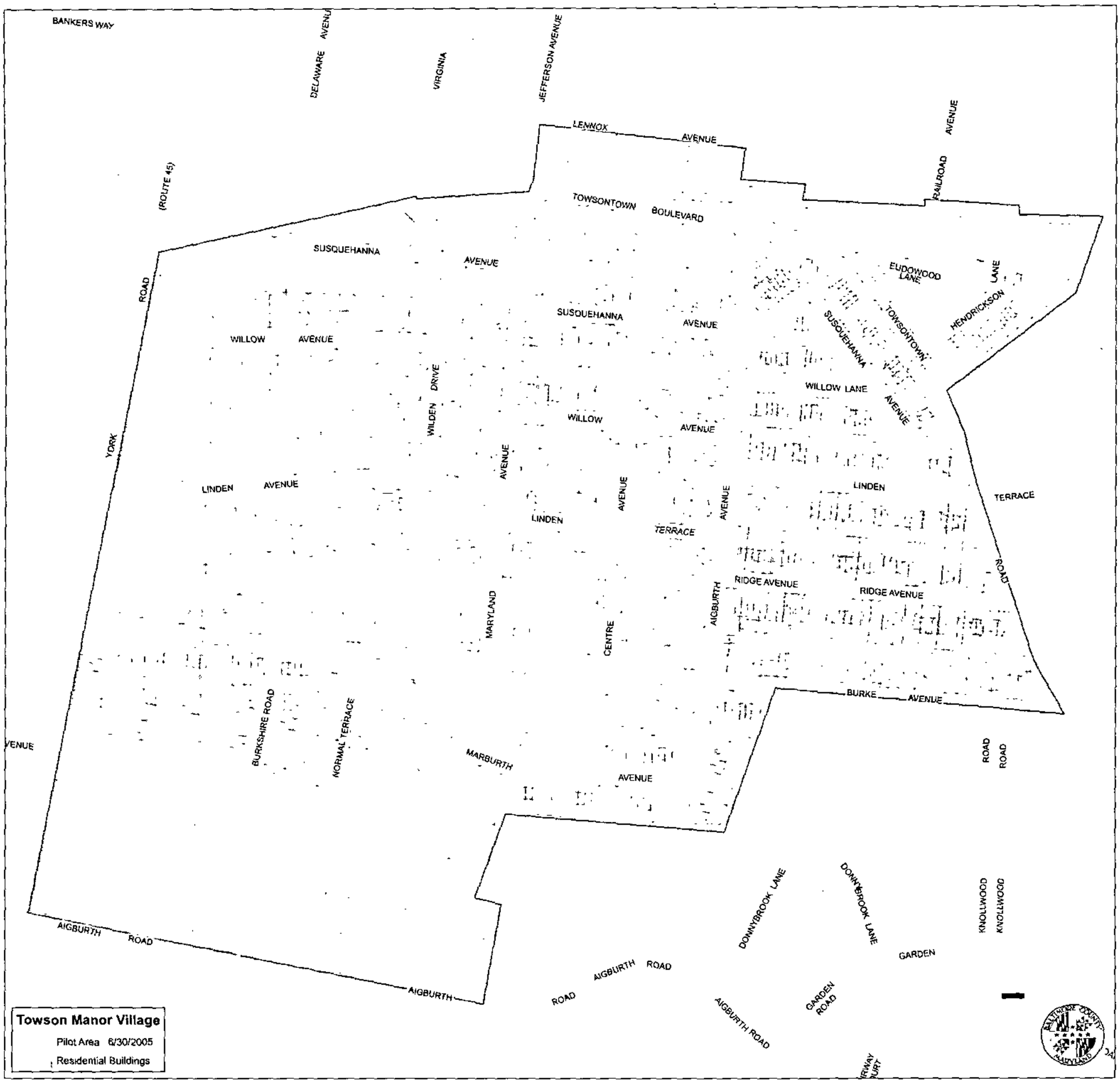
Real Estate Investors should not be given further priveleges to maximize their profits at the expense of family oriented neighborhoods like Knollwood Donnybrook.

We strongly urge you to deny this Rooming / Boarding house permit request.

Sincerely,

Michael P. Ertel
President

Pro #12



TOWSON MANOR VILLAGE - RENTAL PERMITS AREA

Doc #11

TITLE 6. RENTAL HOUSING LICENSES - PILOT PROGRAM

Section

35-6-101. Definitions
35-6-102. Purpose
35-6-103. Scope
35-6-104. Regulations
35-6-105. License - Required
35-6-106. Same - Applications
35-6-107. Same - Issuance and scope
35-6-108. Same - Term and renewal
35-6-109. Same - Transfers
35-6-110. Same - Denials, suspensions, and revocations; grounds
35-6-111. Denials, suspensions, and revocations; appeals
35-6-112. Civil penalties
35-6-113. Remedies cumulative

§ 35-6-101. DEFINITIONS.

(a) *In general.* In this title the following words have the meanings indicated.

(b) *Apartment complex.* "Apartment complex" means a group of 2 or more related buildings that:

(1) Have the same owner; and

(2) Contain at least 4 dwelling units in each building that:

(i) Share a common entrance from the outside with other dwelling units in the same building; or

(ii) Are arranged above or below, or next to, another dwelling unit.

(c) *Applicant.* "Applicant" means the property owner of a dwelling unit.

(d) *Boarding or rooming house.* "Boarding or rooming house" has the meaning stated in §101 of the Baltimore County Zoning Regulations.

(e) *Code Official.* "Code Official" means the Director or the Director's designee.

Pro #10

(f) *Department.* "Department" means the Department of Permits and Development Management.

(g) *Director.* "Director" means the Director of the Department.

(h) *Dwelling.*

(1) "Dwelling" means a building or a portion of a building which provides living facilities for one or more persons, as defined in the Baltimore County Zoning Regulations.

(2) "Dwelling" is intended to have the same meaning as dwellings as defined in the BOCA National Building Code, 1996 Edition.

(i) *Dwelling unit.* "Dwelling unit" means a single unit providing complete, independent living facilities for one or more persons that has permanent provisions for living, sleeping, eating, cooking, or sanitation.

(j) *Group house.*

(1) "Group house" means a group of not less than 3 attached dwelling units which:

(i) Have been constructed together in a lateral row surrounded by yard space;

(ii) Are separated from another by a party wall; and

(iii) Have the same owner.

(2) "Group house" includes townhouse apartment complexes, group house apartment buildings, and back to back group houses.

(3) "Group house" does not include a duplex or semidetached dwelling.

(k) *Owner.* "Owner" means a person who:

(1) Has more than a 25% legal or equitable interest in a property; or

(2) Shares in more than 25% of the profits or losses from the rental property.

(l) *Person.* "Person" has the meaning stated in § 1-2-107 of the Code.

(m) *Pilot program area.* "Pilot program area" means:

(1) The peninsula known as Hawthorne Park and bounded by Eastern Avenue, Middle River, Dark Head Creek, Cowpens Creek, and the western boundary of the Chesapeake Industrial Park;

(2) The area known as Middlesex, bounded by the following streets and roads: Eastern Boulevard, Stemmers Run Road, Middlesex Road, and Orville Road;

(3) The area known as Colgate, bounded by the following streets and roads: Rolling Hill Road, Eastern Avenue, and North Point Boulevard;

(4) The area known as St. Helena, bounded by the following streets and roads: Dundalk Avenue, Dunhill Road, the rail line that borders the Dundalk Marine Terminal, the Baltimore City Boundary Line, and Oak Avenue;

(5) The area known as Old Dundalk, bounded by the following streets and roads: Dundalk Avenue, York Way, and Belclare Road;

(6) The area known as Loch Raven Village/Knettishall, bounded by the following streets and roads: Loch Raven Boulevard, Joppa Road, LaSalle Road, Glen Keith Boulevard, Barksdale Road, Pleasant Plains Road, Goucher Boulevard, the western boundary of the Loch Raven School property, Glen Keith Boulevard, Edgewood Road, Clearwood Road, Oakleigh Road, and Putty Hill Avenue;

(7) The area known as Ridgeleigh, bounded by the following streets and roads: Oakleigh Road, Joppa Road, Loch Raven Boulevard, Joan Avenue, and Weston Avenue;

(8) The area known as Rodgers Forge, bounded by the following streets and roads: Bellona Avenue, Stevenson Lane (including Stanmore Road, Stanmore Court, Brandon Road and Lanark Road), York Road, Overbrook Road, Blenheim Road, including the 6400 block of Blenheim Road, Gaywood Road and Dunkirk Road;

(9) The following streets and roads in the area known as Perry Hall: Neves Court, Bourbon Court, Hapsburg Court, Plantagenet Circle, Orange Court, Romanoff Court, Bernadotte Court, Cedar Chip Court, Medici Court, Borgia Court, Meadow Bank Court and Mapledale Court;

(10) The area known as Towson Manor Village bounded by the following streets and roads: York Road, Towsontowne Boulevard, Hendrickson Lane, Hillen Road, Burke Avenue, Aigburth Avenue, Marburth Avenue, Maryland Avenue, and Aigburth Road;

(11) The area known as Eastwood bounded by the following streets and roads: Eastern Avenue, Old North Point Road, Baltimore Street, and the Baltimore City Boundary Line; and

(12) The area known as Holland Hills bounded by the following streets and roads: Hazelwood Avenue, I-95, Radecke Avenue, and the Baltimore City Boundary Line.

(n) *Premises.*

(1) "Premises" means a lot, plot, or parcel of land on which there is a dwelling.

(2) "Premises" includes all dwellings on the lot, plot, or parcel of land.

(o) *Property owner.*

(1) "Property owner" means an owner.

(2) "Property owner" includes a:

(i) Limited liability company; and

(ii) The guardian of an estate or the personal representative of an estate, if ordered to take possession of the premises by a court.

(p) *Tenant.* "Tenant" means an occupant of a rental property who is not an owner of the rental property.
(1988 Code, § 18-101) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004; Bill No. 43-05, § 1, 5-16-2005; Bill No. 117-05, § 1, 11-21-2005; Bill No. 36-06, § 1, 5-15-2006)
Editor's Notes:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.
Section 2 of Bill No. 36-06 provides that a property owner subject to the requirements of Title 6 shall obtain the license required by this Act on or before July 14, 2006.

§ 35-6-102. PURPOSE.

The purpose of this title is to establish a licensing program on a pilot program basis in the county in order to:

(1) Create an additional procedure for the enforcement of county codes and regulations; and

(2) Reverse the physical decline of the pilot program area that has:

(i) A high number of rental properties;

(ii) Older rental properties;

(iii) High crime rates; or

(iv) Experienced a significant shift from single family owner-occupied homes to multiple family rental properties.
(1988 Code, § 18-102) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-103. SCOPE.

(a) *In general.* This title applies to:

(1) Boarding or rooming houses in the pilot program area; and

(2) Dwellings with six or less dwelling units in the pilot program area.

(b) *Limitations.* This title does not apply to:

(1) Dwellings that are solely owner-occupied, including individuals related by blood, marriage, or adoption to or under the legal custody of the owner;

(2) Dwellings with seven or more dwelling units;

(3) Apartment complexes;

(4) Group houses;

(5) Dwelling units exempted by the Department as required by federal or state law or regulation;

(6) Dwelling units occupied by a former owner of the dwelling unit who, after having sold the dwelling unit to a new owner, continues to reside in the dwelling unit and pays rent to the new owner, provided the residency lasts not more than 12 months;

(7) Subject to regulations adopted by the Department, dwellings occupied by an owner and an individual paid directly or indirectly by the owner, including a nurse, nanny, or other household assistant; or

(8) Dwelling units occupied by a person related by blood, marriage, or adoption to or under the legal custody of the owner of the dwelling unit.

(1988 Code, § 18-103) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-104. REGULATIONS.

The Department may adopt regulations, in accordance with Article 3, Title 7 of the code, to carry out the provisions of this title.

(1988 Code, § 18-104) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-105. LICENSE - REQUIRED.

(a) *In general.* A property owner may not rent a dwelling unit in the pilot program area unless the property owner has been issued a license as provided for in this title.

(b) *Required licenses.*

(1) A license is required for each dwelling unit.

(2) The Director shall determine at the sole discretion of the Director the number of dwelling units that are contained in a dwelling.
(1988 Code, § 18-105) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-106. SAME - APPLICATIONS.

(a) *In general.* An applicant for a license shall:

(1) Submit to the Director an application on the form the Director provides; and

(2) Pay to the Director the application fee established by the County Administrative Officer in accordance with:

(i) Subsection (b) of this section; and

(ii) § 3-1-202 of the code.

(b) *Fee requirements.*

(1) In establishing the fee for a license for a dwelling unit or boarding or rooming house, the County Administrative Officer shall establish all fees, including:

(i) A fee for a boarding or rooming house that is:

1. Owner-occupied and contains three or more tenants; or

2. Not owner-occupied; and

(ii) A reduced fee for a dwelling that is owner-occupied and contains one or two tenants.

(2) The Director may waive a fee for any dwelling that is owner-occupied if the Director determines that the fee is a financial hardship for the owner.

(c) *Required application information.* In addition to any other information required on an application form, the application form shall require:

(1) The name of the applicant and the address of the principal place of business of the applicant;

(2) A description of the dwelling unit and the address of the dwelling unit by house or unit number;

(3) The name and address of the managing operator, resident agent, or trustee, when applicable;

(4) The name and address of an adult individual who is a resident of Maryland and is designated as the applicant's agent for receiving service of process, notices, or any other papers from the county;

(5) The number of adult individuals authorized to occupy the dwelling unit;

(6) The type of dwelling, including the number of stories, in which the dwelling unit is located;

(7) The year the dwelling in which the dwelling unit is located was constructed;

(8) The type and number of smoke detectors in the dwelling unit;

(9) The type of heating system in the dwelling unit;

(10) The type of hot water heating system in the dwelling unit;

(11) The source of water; and

(12) The type of sewage disposal.

(d) *Change of information.* The applicant shall inform the Director in writing of any change in the information provided under subsection (c)(1), (3), or (4) of this section not more than 30 days after the change is made.

(e) *Corporations.* If the applicant is a corporation or a limited liability company, an officer of the corporation or limited liability company shall provide the information required under subsection (c) of this section.

(f) *Other business entities.* If the applicant is an association or partnership, an associate or partner shall provide the information required under subsection (c) of this section.
(1988 Code, § 18-106) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-107. SAME - ISSUANCE AND SCOPE.

(a) *Inspection before issuance.*

(1) Before issuing a license for a dwelling unit, the Code Official shall inspect the dwelling unit and premises to determine if the dwelling unit and the premises meet the requirements of the code as defined in § 3-6-101(b) of the code.

(2) The Code Official shall inspect the dwelling unit and premises within a reasonable time after a completed application has been accepted for filing.

(b) *Issuance of civil citation.* After an application has been accepted for filing and before the issuance of the license, the Code Official may not issue a civil citation under § 35-6-112 of this title if the owner has complied with the requirements set forth in any correction notice issued by the Code Official as a result of the inspection required under subsection (a) of this section within the time period required by the Code Official.

(c) *Purpose of license and inspection.*

(1) The inspections performed and licenses issued under this title are for the protection and promotion of public safety, health, and welfare.

(2) Inspections and licenses, which are purely governmental in nature, are solely for the public benefit and may not be construed as providing any warranty or representation concerning the condition of the dwelling unit to the tenant or the public.

(d) *Issuance.* The Director shall issue a license to each applicant that meets the requirements of this title.

(e) *Scope.* A license authorizes a property owner to rent a dwelling unit.

(f) *Conditions.* As a condition of receiving a license, the property owner agrees to allow the Code Official to inspect the dwelling or dwelling unit to investigate a reasonable belief that there exists a potential code violation within a reasonable time after being notified.
(1988 Code, § 18-107) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-108. SAME - TERM AND RENEWAL.

(a) *Term.* Unless a license is renewed for a 2-year term as provided for in this section, the license expires on the second anniversary of its effective date.

(b) *Application for renewal.* Before a license expires, the licensee may periodically renew it for an additional 2-year term, if:

(1) The licensee otherwise is entitled to be licensed;

(2) The licensee pays to the Director the renewal fee for the dwelling unit established as provided for in § 3-1-202 of the code; and

(3) The licensee submits to the Director a renewal application on the form that the Director provides.

(c) *Issuance of renewal.* The Director shall renew the license of each licensee that meets the requirements of this title.
(1988 Code, § 18-108) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-109. SAME - TRANSFERS.

(a) *Notification of change of ownership.* Within 15 days after a change in ownership of the dwelling unit, the new property owner shall notify the Department of the change in ownership.

(b) *Transfer.* If necessary, the Department shall transfer the rental housing license for the dwelling unit to the new owner of the dwelling unit.

(c) *Expiration.* The license shall expire at the same time the license was due to expire before the transfer.

(d) *No fees for transfer.* A fee may not be charged for the transfer of a license.
(1988 Code, § 18-109) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-110. SAME - DENIALS, SUSPENSIONS, AND REVOCATIONS; GROUNDS.

(a) *Grounds.* The Director may deny a license to an applicant or suspend or revoke a license if the applicant or licensee:

(1) Fraudulently or deceptively obtains or attempts to obtain a license for the applicant or licensee or for another person;

(2) Fraudulently or deceptively uses a license;

(3) Violates this title;

(4) Violates a regulation adopted under this title;

(5) Fails to correct a final order issued under Article 3, Title 6 of the code; or

(6) Except as provided in subsection (b) of this section, refuses to allow an inspection of the dwelling unit by the Department.

(b) *Exception to suspension and revocation.*

(1) The Director may not suspend or revoke a license if:

(i) The licensee attempts to allow the Code Official to inspect a dwelling unit but the tenant refuses to grant the Code Official access to the dwelling unit; and

(ii) The licensee makes a bona fide effort, such as filing an action in District Court, to grant the Code Official access to the dwelling unit.

(2) The Director may require evidence of a bona fide effort to grant the Code Official access to the dwelling unit.

(3) If a court of competent jurisdiction determines that a tenant's refusal to grant the Code Official access to the dwelling unit is not a breach of the underlying lease, the owner is no longer required to file the action required under paragraph (1)(ii) of this subsection as to that tenant.
(1988 Code, § 18-110) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-111. DENIALS, SUSPENSIONS, AND REVOCATIONS; APPEALS.

(a) *Right to a hearing.*

(1) Before the Director takes any final action under § 35-6-110 of this title, the Director shall give the property owner or tenant or both against whom the action is contemplated an opportunity for a hearing in front of the Code Official.

(2) The procedures for notice and the hearing shall be conducted in accordance with the procedures in Article 3, Title 6 of the code.

(b) *Appeal to Board of Appeals.* A person aggrieved by a decision of the Code Official concerning the denial, suspension, or revocation of a license may appeal the decision to the County Board of Appeals in accordance with the appeal procedures in Article 3, Title 6 of the code.
(1988 Code, § 18-111) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)
Editor's Note:
Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-112. CIVIL PENALTIES.

(a) *General penalty.* Except as provided in subsection (b) of this section, a person who violates any provision of this title or any regulation adopted under the authority of this title is subject to a civil penalty of:

(1) $25 per day for each day that the violation occurs; and

(2) $200 per day for each day that the person does not comply with a correction notice issued under Article 3, Title 6 of the code.

(b) *Penalty for failure to be licensed.*

(1) A property owner who rents a dwelling unit without a license is subject to a civil penalty of $1,000; and

(2) If the property owner does not receive a license within 5 days after receiving a correction notice for failure to be licensed, the property owner is subject to a civil penalty of $25 per day for each day the person does not comply with the correction notice for failure to be licensed issued under Article 3, Title 6 of the code.

(1988 Code, § 18-112) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

§ 35-6-113. REMEDIES CUMULATIVE.

The remedies available to the county and the Director under this title are cumulative and not exclusive.

(1988 Code, § 18-113) (Bill No. 49-02, § 1, 7-25-2002; Bill No. 76-03, § 14, 7-1-2004)

Editor's Note:

Section 1 of Bill 40-06 repeals the sunset provision contained in Section 9 of Bill 49-02.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: January 25, 2007

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

SUBJECT: 7610 Knollwood Road

INFORMATION:

Item Number: 7-294

Petitioner: Alexander Sulakvelidze

Zoning: DR 5.5

Requested Action: **Special Hearing**

SUMMARY OF RECOMMENDATIONS:

The petitioners are seeking a special hearing to approve a rooming/boarding house at the subject property. According to section 101 (general definitions) of the Baltimore County Zoning Regulations, the definition under Boarding or Rooming House states the following;

A. A building:

1.) Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or

2.) Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or qdoption.

The Maryland Department of Taxation and Assessment shows this property as not being a primary residence for the owner. As such, it is presumed that this property is, in fact, being occupied in its entirety for compensation to the owner. According to section 408B.A.2.e (3) of the BCZR, the Zoning Commissioner may grant or deny the request based upon the manner in which the requirements of sections 408B and 502.1 (as well as any other requirements) in order to ensure that the use will not be detrimental to the health, safety, or general welfare of the surrounding community.

It is the opinion of this Office that utilizing a single family dwelling as a rooming / boarding house at this location would not be consistent with surrounding land uses. The surrounding neighborhood of Knollwood-Donnybrook, along with nearby communities, have been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties

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and increasing transient populations. Rooming or boarding houses in established, single-family neighborhoods would only exacerbate this issue. Additionally the Office of Planning does not feel that the subject neighborhood is designed to accommodate the associated burden of parking. As such, this Office recommends the petitioner's request be denied.

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

Reviewed by: Curtis Kiernan

Division Chief: Lynn Lochner
AFK/LL: CM

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Petition in opposition to the issuance of a permit 7-294-SPH to Alexander Sulakvelidze, 536 Hampton Lane in Towson, for property at 7610 Knollwood Road to operate a rooming house/boarding house that would allow up to four (4) unrelated persons to rent and reside in the house. The permit approval would also necessitate the placing of a parking pad for four cars on the lawn of the property.

We feel that issuance of a rooming house/boarding house permit sets a precedent for many homes in this neighborhood to be converted to a similar use. Our reasons for apposing this permit are:

- This is a single family house in a residential neighborhood.
- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	[illegible]	1104 Stevenson Lane
2	FREDERICK A. SCHOTT	7502 KNOLLWOOD RD. 21286
3	Clifford Hellen	7507 Rocksham Rd 21286
4	Mildred [illegible]	810 FAIRWAY DR. 21286
5	RICHARD ZAPF	7501 FAR HILLS DRIVE 21286
6	Angela Shrensberry	900 Stevenson Ln 21286
7	Mike Lambert	911 Weatherbee Rd. 21286
8	Mary Beth Wellens	902 Stevenson Lane 21286
9	Marlene Riley	7609 Knollwood Rd 21286
10	Patti Pritchard	7611 Knollwood RD 21286
11	[illegible]	913 Rappain CT 21286
12	Ed Dlugo	300 Oak Lane Ct 21286
13	Colleen Maloney-Mercier	3700 Knollwood Rd 21286
14	STEPHEN E. HULP	301 OAK LANE CT. 21286
15	Beth Tober	905 Weatherbee Rd 21286
16	Cheryl DeLuca	743 Weatherbee RD 21286
17	Peggy LORD	917 RAPPAIX CT
18	Rosemary Lavoie	501 Fairway Ct
19	Elizabeth A Sales	7410 Knollwood Road Towson 21286
20	[illegible]	304 Oak Lane Ct

Pro #8

2/25/07

Petition in opposition to the issuance of a permit 7-294-SPH to Alexander Sulakvelidze, 536 Hampton Lane in Towson, for property at 7610 Knollwood Road to operate a rooming house/boarding house that would allow up to four (4) unrelated persons to rent and reside in the house. The permit approval would also necessitate the placing of a parking pad for four cars on the lawn of the property.

We feel that issuance of a rooming house/boarding house permit sets a precedent for many homes in this neighborhood to be converted to a similar use. Our reasons for apposing this permit are:

- This is a single family house in a residential neighborhood.
- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	Christine and Jack Weber	415 Highburth Rd 21286
2	Pat Sakelofi	701 Fairway Dr 21286
3	Hugh Slawson	7401 Knollwood Rd 21286
4	Bob Vaughan	817 Fairway Drive
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2/25/07

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- This is a single family house in a residential neighborhood.
- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	Timothy W. Bliss	401 Oak Lane, Towson, 21286
2	Judith A. Gregory	1116 Stevenson Lane
3	PAT FRANCE	7508 Knollwood Rd
4	Jill LaClair	7505 Rockshaw Dr
5	Jeff Zeller	7505 Rockshaw Dr
6	Jeff Zeller	324 Aigburth
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Petition in opposition to the issuance of a permit 7-294-SPH to Alexander Sulakvelidze, 536 Hampton Lane in Towson, for property at 7610 Knollwood Road to operate a rooming house/boarding house that would allow up to four (4) unrelated persons to rent and reside in the house. The permit approval would also necessitate the placing of a parking pad for four cars on the lawn of the property.

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- This is a single family house in a residential neighborhood.
- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	Joann M. Eagan	920 Fairway Dr. Towson
2	James T. Shields	810 FAIRWAY DR. 21286
3	[illegible] R Baker	7503 Rockham Dr 21286
4	Cassandra Quillen	918 Fairway Dr 21286
5	[illegible]	213 Garden Rd 21286
6	Gale Dollie Santina	912 Fairway Dr 21286
7	PATRICIA BECK	311 DONEGAL DR 21286
8	Diane Nogueichauli	503 Fairway Ct 21286
9	Cindy Sullivan	7501 Rockham Dr. 21286
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Petition in opposition to the issuance of a permit 7-294-SPH to Alexander Sulakvelidze, 536 Hampton Lane in Towson, for property at 7610 Knollwood Road to operate a rooming house/boarding house that would allow up to four (4) unrelated persons to rent and reside in the house. The permit approval would also necessitate the placing of a parking pad for four cars on the lawn of the property.

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- This is a single family house in a residential neighborhood.
- Transient residents do not make a positively contribution to the well being of the community.

If apposed to this rooming house/boarding house permit please sign below.

	Full Name	Address
1	Lynne F. Williams	907 Rappaix Ct.
2	Dorothy S. Cole	7513 Knollwood Rd.
3	Patrick A. Sullivan	909 Fairway Dr
4	Mary Renzyk	406 Highmoth Rd
5	Joanna Wisley	407 Highmoth Rd.
6	Gerald Myers	419 Nisbort Rd
7	Steven C. Hyde	213 Carden Rd
8	Stacy M. Mosley	7500 Knollwood Rd
9	Brinley R. Mosley	7500 Knollwood Rd
10	Cherie Gregoropoulos	7407 Rockshire Dr.
11	Walter V. V. Gaertner	7407 Rockshire Dr
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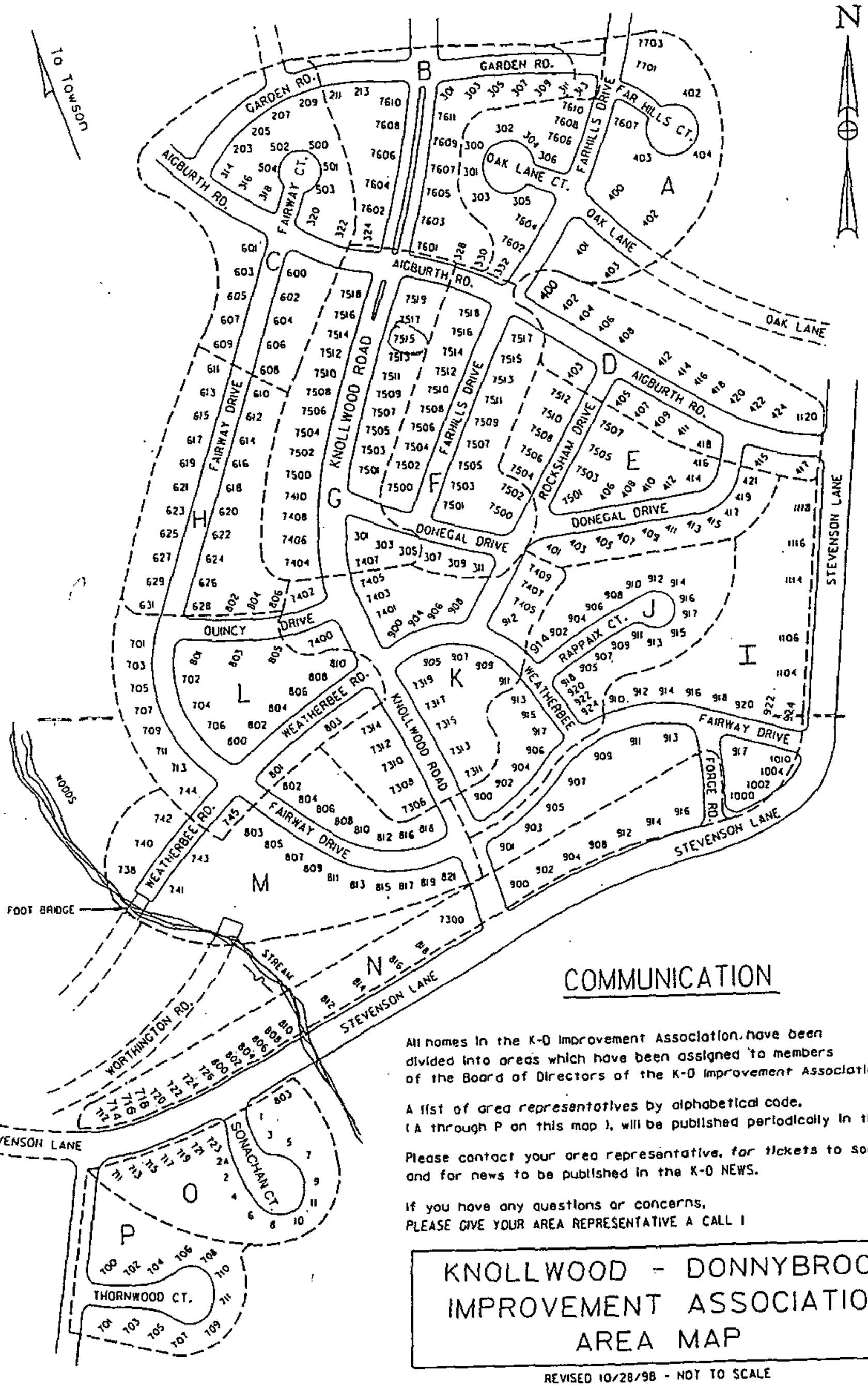
LINDEN
CENTRE
BL
AIGBURTH
RIDGE
HILLEN
GREENBRIER
OVERCREST
BROOK
CORN
DR 1
BURKE
HILLEN
MARYLAND
MARBURTH
DR 10.5
DR 16
DOGWOOD
KNOLLWOOD
DOWNBROOK
GARDEN
OAK LANE
DR 2
STEVENSON
DR 5.5
AIGBURTH
CLUB
HASTINGS
DONEGAL
COVENTRY
QUINCY
RAPPAIX
STEVENSON
FAIRWAY
YARMOUTH
WEATHERBEE
KNOLLWOOD
DR 5.5
HAMILTON
DR 3.5
SUSSEX
WORTHINGTON
SONACHAN
ROAD
FOXWAY
Copyright (C) 2005 Baltimore County, Maryland

Pro # 7



COMMUNICATION

All homes in the K-O Improvement Association have been divided into areas which have been assigned to members of the Board of Directors of the K-O Improvement Association.

A list of area representatives by alphabetical code. (A through P on this map), will be published periodically in the K-O NEWS.

Please contact your area representative, for tickets to social events and for news to be published in the K-O NEWS.

If you have any questions or concerns, PLEASE GIVE YOUR AREA REPRESENTATIVE A CALL !

KNOLLWOOD - DONNYBROOK IMPROVEMENT ASSOCIATION AREA MAP

REVISED 10/28/98 - NOT TO SCALE

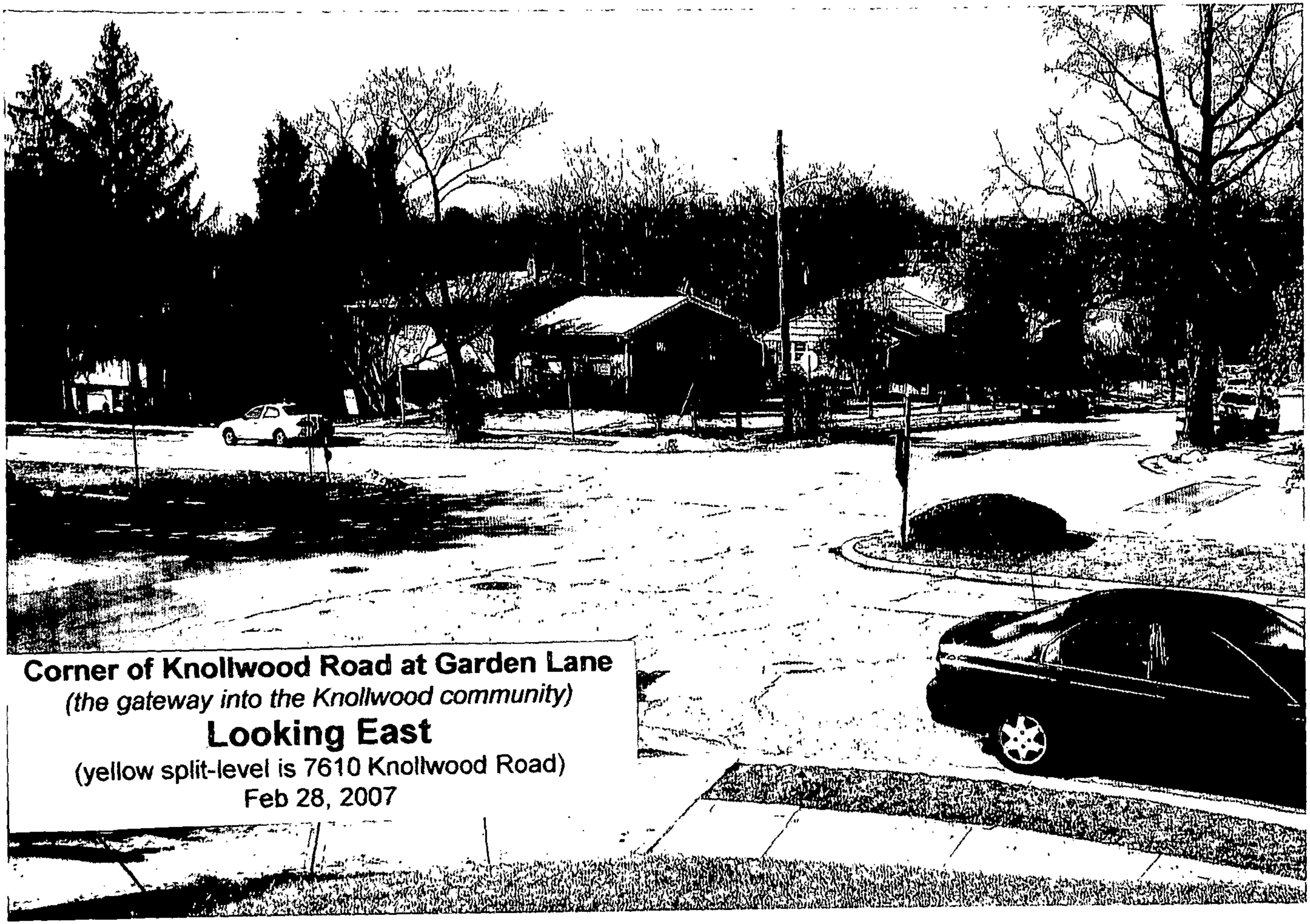
CADD Graphics By: Greg Cooley, 303 Donegal Drive, Towson, MD 21286 (410) 828-1809

Revisions made by Fay Citerone 7/1/2002

Pro #6

Corner of Knollwood Road at Garden Lane
(the gateway into the Knollwood community)
Looking South
(yellow split-level is 7610 Knollwood Road)
Feb 28, 2007

Pro 5A



Corner of Knollwood Road at Garden Lane

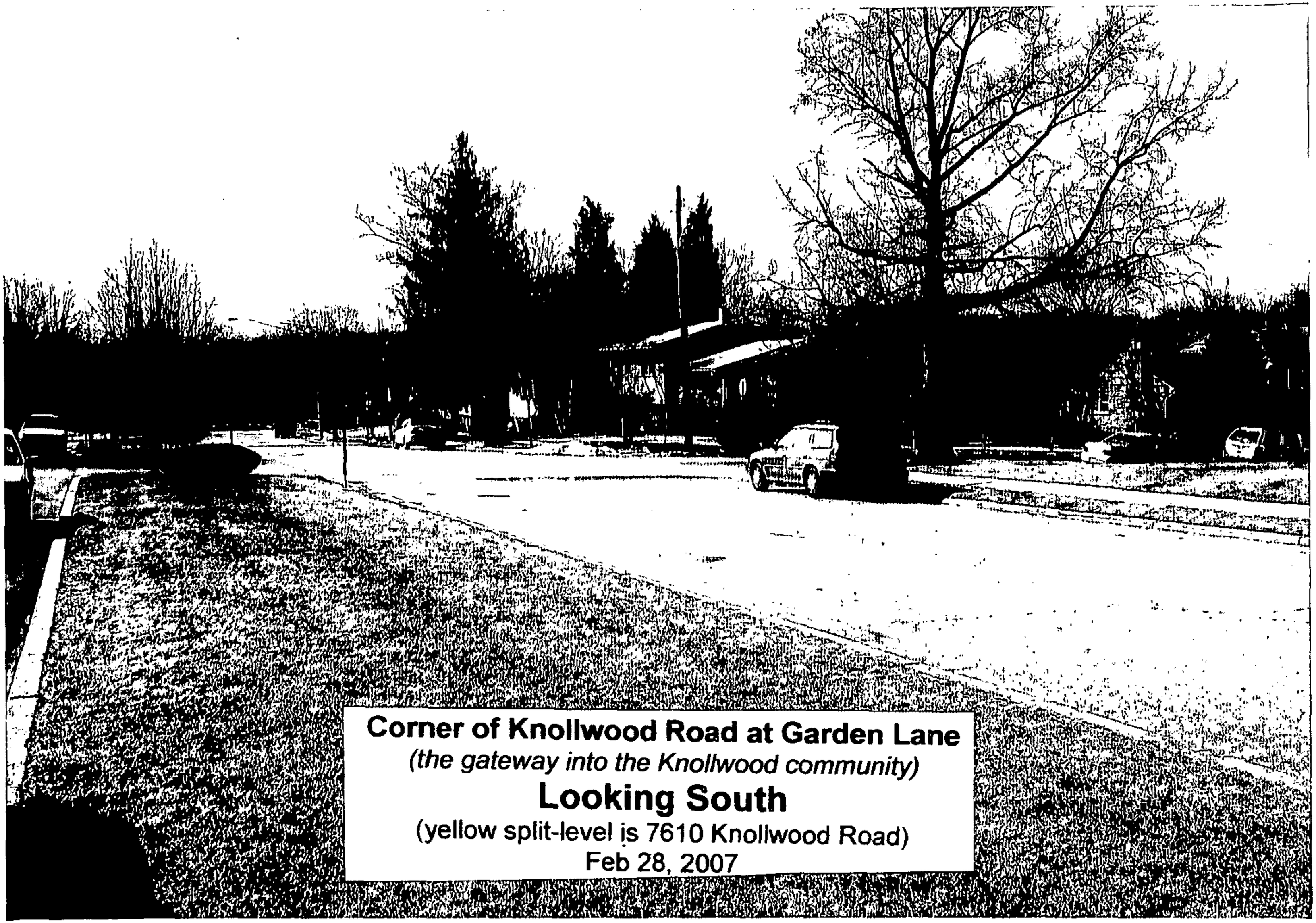
(the gateway into the Knollwood community)

Looking East

(yellow split-level is 7610 Knollwood Road)

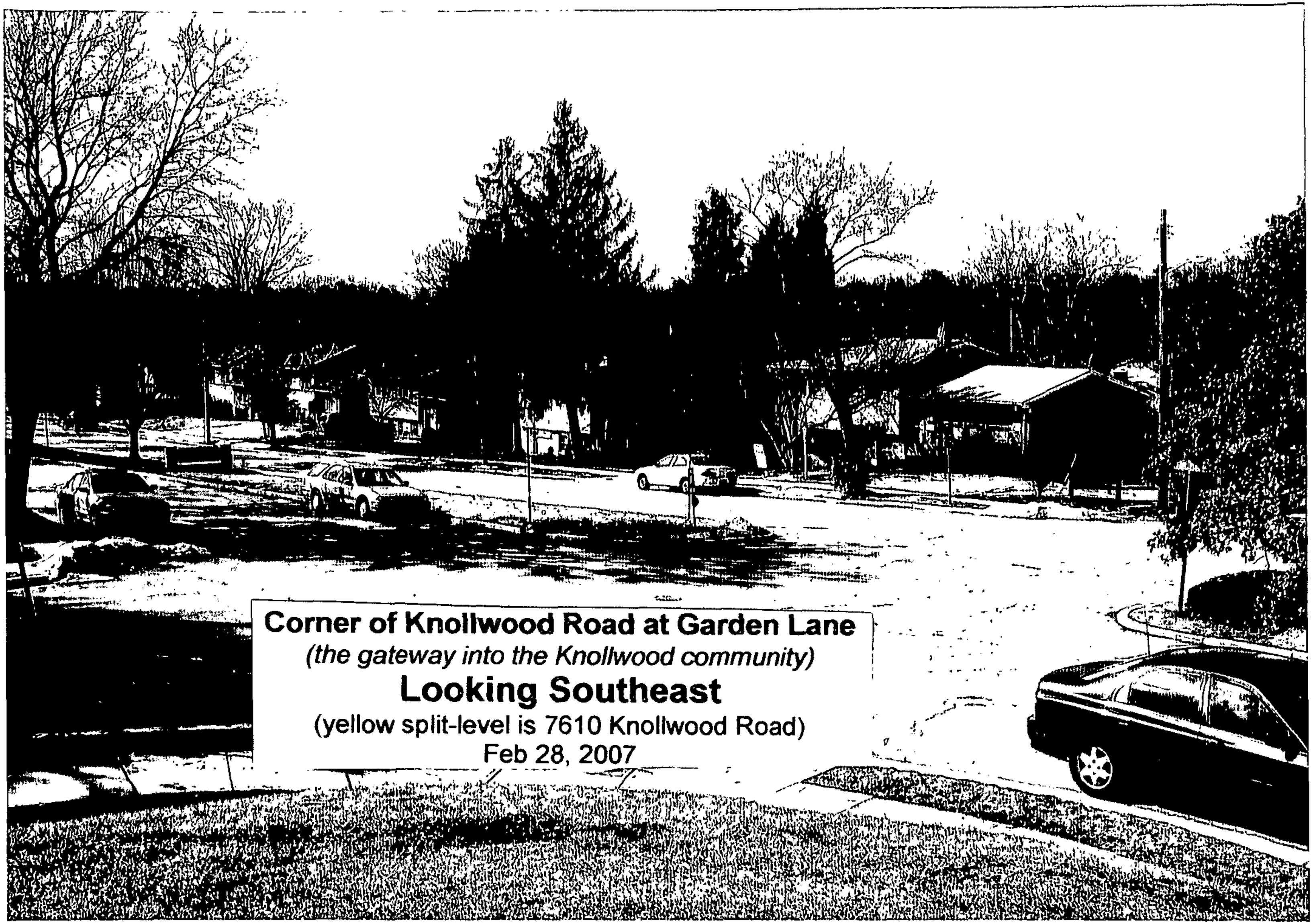
Feb 28, 2007

Pro 5B



Corner of Knollwood Road at Garden Lane
(the gateway into the Knollwood community)
Looking South
(yellow split-level is 7610 Knollwood Road)
Feb 28, 2007

P.No 5C


Corner of Knollwood Road at Garden Lane
(the gateway into the Knollwood community)
Looking Southeast
(yellow split-level is 7610 Knollwood Road)
Feb 28, 2007

PNO 5D

Permits and Development Management
Code Inspections and Enf ent
County Office Building, R. 3
111 West Chesapeake Ave
Towson, Maryland 21204

Code Enforcement 410-887-3351
Building Inspection 410-887-3953
Electrical Ins n 410-887-3960
Plumbing Ins, n 410-887-3620
Signs/ Fences 410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
06-8634	0916 751250	10 14 06

NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD ROAD

CITY: BALTIMORE STATE: MARYLAND ZIP CODE: 21286

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

RESIDENTIAL ZONE CLASSIFICATION

☐ DR1 ☐ DR2 ☐ DR3.5 ☐ DR5.5 ☐ DR10.5 ☐ DR16
☐ RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)
☐ OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

☐ BL (230) ☐ BR (236) ☐ BM (233)
☐ MR (240) ☐ ML (253) ☐ MH (256)
☐ OTHER: _____

BALTIMORE COUNTY ZONING REGULATIONS (B.C.Z.R.)

AUTHORITY TO ENFORCE ZONING REGULATIONS: 32-3-102; 32-3-602; 32-3-603; 32-4-114

- ☐ 101; 102.1: Definitions; general use
- ☐ 1B01.1: DR Zones-use regulations
- ☐ 428: License/ Remove all untagged/ inoperative or damaged/ disabled motor vehicle(s)
- ☐ 1B01.1D: Remove open dump/ junk yard
- ☐ 431: Remove commercial vehicle(s)
- ☐ 101; 102.1: Remove contractors equip. storage yard
- ☐ 101; 102.1; ZCPM: Cease service garage activities
- ☐ 402: Illegal conversion of dwelling
- ☐ 101; 102.1; ZCPM: Illegal home occupation
- ☐ 415A: License/ remove untagged recreation vehicle
- ☐ 415A: Improperly parked recreation vehicle
- ☐ 415A: One recreational vehicle per property
- ☐ 410: Illegal Class II trucking facility
- ☐ 400: Illegal accessory structure placement.
- ☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs
- ☐ 102.5: Residential site line violation /obstruction
- ☐ 408B: Illegal rooming/ boarding house
- ☐ BCC: 32-3-102; 500.9 BCZR; ZCPM: Violation of commercial site plan and/or zoning order

BALTIMORE COUNTY CODE (B.C.C)

- ☑ 13-7-112: Cease all nuisance activity
- ☑ 13-7-115: County to abate nuisance & lien costs
- ☑ 13-7-310: Remove all trash & debris from property *
- ☐ 13-7-312: Remove accumulations of debris, materials, etc
- ☐ 13-7-201(2): Cease stagnant pool water
- ☐ 12-3-106: Remove animal feces daily
- ☐ 35-5-208(a)(c): Seal exterior openings from rodents & pests
- ☑ 13-4-201(b)(d): Store garbage in containers w/tight lids
- ☐ 35-2-301: Obtain building/ fence/ sign permit
- ☐ 18-2-601: Remove all obstruction(s) at street, alley, road
- ☐ 13-7-310(2): Remove bird seed / other food for rats
- ☐ 32-3-102: Violation of development plan/ site plan
- ☐ IBC 115; BCBC 115: Remove/ Repair unsafe structure board and secure all openings to premise
- ☐ 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall grass and weeds to three (3) inches in height

OWNER OCCUPIED HOUSING (B.C.C)

- ☐ 35-5-302(a)(1): Unsanitary conditions.
- ☐ 35-5-302(a)(3): Cease _____ infestation from prop.
- ☐ 35-5-302(b)(1)(2): Repair decorative trim, cornices, etc
- ☐ 35-5-302(b)(1)(4): Repair chimney & similar extentions
- ☐ 35-5-302(b)(1)(6): Repair defective door(s) / window(s)
- ☐ 35-5-302(a)(2): Store all garbage in trash cans
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- ☐ 35-5-302(b)(1)(3): Repair exterior extentions
- ☐ 35-5-302(b)(1)(5): Repair metal/wood surfaces
- ☐ 35-5-302(b)(1)(7): Repair defective fence

INVESTMENT PROPERTY (B.C.C)

- ☐ 35-2-404(a)(1)(i): Remove hazardous or unsafe condition
- ☐ 35-2-404(a)(1)(iii): Repair roof or horizontal members
- ☐ 35-2-404(a)(1)(v): Repair ext. plaster or masonry
- ☐ 35-2-404(a)(1)(vii): Repair exterior construction (see below)
- ☐ 35-2-404(a)(1)(3): Repair /remove defective exterior sign(s)
- ☐ 35-2-404(a)(1)(ii): Repair ext. walls / vertical members
- ☐ 35-2-404(a)(1)(iv): Repair exterior chimney
- ☐ 35-2-404(a)(1)(vi) Waterproof walls/ roof /foundations
- ☐ 35-2-404(a)(1)(2): Remove trash, rubbish, & debris
- ☐ 35-2-404(a)(4)(i)(ii): Board & secure. Material to match building color of structure

OTHER VIOLATIONS OR REMARKS: * trash bag in front

☑ NOTICE POSTED AND MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 10 / 11 / 06 INSPECTOR NAME: S Jennings
PRINT NAME (Rev 9/05)
AGENCY

Pro # 2

Permits and Development Management
Code Inspections and Enforcement
County Off lding, Rm. 213
111 West C. eake Ave
Towson, Maryland 21204

Code Enforcement 410-887-3351
Building Inspection 410-887-3953
trical Inspection 410-887-3960
bing Inspection 410-887-3620
Signs/ Fences 410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
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NAME(S): SULAKVELIDZE ALEXANDER

MAILING ADDRESS: 536 HAMPTON LANE

CITY: TOWSON STATE: MD ZIP CODE: 21286

VIOLATION ADDRESS: 7610 KNOLLWOOD RD

CITY: ~~BALTIMORE~~ TOWSON STATE: MARYLAND ZIP CODE: 21286

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

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☐ DR1 ☐ DR2 ☐ DR3.5 ☐ DR5.5 ☐ DR10.5 ☐ DR16
☐ RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)
☐ OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

☐ BL (230) ☐ BR (236) ☐ BM (233)
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- ☐ 32-3-102: Violation of development plan/ site plan
- ☐ IBC 115; BCBC 115: Remove/ Repair unsafe structure board and secure all openings to premise
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OTHER VIOLATIONS OR REMARKS: _____

☐ NOTICE ~~POSTED AND~~ MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 11 / 12 / 06 INSPECTOR NAME: S Jennings
PRINT NAME (Rev 9/05)
AGENCY

Pg #3

RESIDENTIAL HOUSE RENTAL LEASE AGREEMENT

Parties:

This Agreement is entered into between

(hereinafter referred to as "Tenant") and

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286
410-821-8857

(hereinafter referred to as "Landlord").

If more than one tenant, each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:
In consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in Baltimore County, Maryland and located at:

7610 Knollwood Road, Towson, MD 21286

("the premises"), together with the following furnishings and appliances:

1. Clothes dryer and clothes washer
2. Refrigerator
3. Stove or Range
4. Kitchen fan
5. Sunroom fan
6. Drapery rods in dinning and living/family rooms

subject to the terms and conditions in this Agreement.

Term:
The term of this Lease is for **14 months**, commencing on **May 1, 2006**, and expiring on **June 30, 2007**, unless renewed or extended pursuant to the terms herein.

Payment of Rent:
The total rent for the term of this agreement is **$23,800** payable at a rate of **One Thousand Seven Hundred Dollars ($1,700)** per month in advance, the first installment to be made on the first day of **June 1, 2006** (see "**Additional Provisions**") and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, personal check, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant *placing rent monies in the mail is not sufficient for rent to* be considered paid.

Rent shall be made payable to, and mailed or delivered to the following address:

Alexander Sulakvelidze
536 Hampton Lane
Towson, MD 21286

Prorated first month's rent:
If the lease term commences on a day other than the first day of a month, Tenant will pay to Landlord a prorated monthly rent for the period from the commencement of this Lease to the first day of the following month. The prorated rent from the commencement of this Lease to the first day of the following month is **$ N/A**, which amount shall be paid at the execution of this Lease.

Returned Check and Stop Payment:

Pro # 4

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason whatsoever, Tenant will pay Landlord a service charge of **$25.00 (Twenty-Five Dollars)**, which does not exceed the maximum amount allowed by applicable Maryland law.

Late Charges:
If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will be assessed a late charge of **$75.00 (Seventy-Five Dollars)** as allowed by applicable Maryland law. If the payment is late due to returned check or any other reason described in the "Returned Check and Stop Payment" paragraph above, late charges will be assessed in addition to the $25.00 "returned check" fee. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Additional Rent:
All sums of money or other charges required to be paid by Tenant to Landlord under the terms of this lease, whether or not the same be designated "rent" or "additional rent", shall be deemed rent and shall be collectible as same.

Tenant Examination and Acceptance of Premises:
The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in its AS-IS condition. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:
The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement whose names appear below:

1. Benjamin Chernick
2. Christopher McLean
3. Robert Meltzer
4. Samuel Weiland

The premises shall be occupied by no more than **4 (four)** persons, including children. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord. No guests (including, but not limited to, parents, siblings, other relatives, or friends) may stay on premises for longer than 5 (five) days, without the prior written consent of the Landlord.

Joint and Several Liability
If rented to cotenants (including husband and wife), all tenants are individually and collectively responsible for all owed rents and tenant damages. If the lease is co-signed for one or more Tenants, all cosigners are also individually and collectively responsible for all owed rents and tenant damages.

Multi Family / Condominium Addendum
Where this lease applies to a multi-family dwelling or a condominium, Tenant hereby acknowledges that Tenant has been made aware of any special conditions affecting the leased property, as set forth in the attached addendum bearing the signatures of all parties concerned and hereby made a part of this lease agreement; and further, Tenant agrees to abide by the conditions as set forth in said addendum. Addendum attached ☐ Yes ☒ No

Disturbances and Violation of Laws:
Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Security Deposit and Return Thereof:
Tenant has deposited with Landlord the sum of **One Thousand Seven Hundred Dollars ($1,700)**, which sum does not exceed two (2) months rent or $50.00, whichever is greater, per dwelling unit leased under this Lease which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees,

employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant has the right to be present at the time of inspection to determine if any damages were done to the premises if Tenant notifies Landlord by certified mail of his intention to move, date of moving, and new address. The notice shall be mailed at least **sixty (60) days prior to date of moving**. Upon receipt of notice, Landlord shall notify Tenant by certified mail of time and date when premises are to be inspected. The date shall occur within five (5) days before or five (5) days after date of moving as designated in Tenant's notice. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over.

The Landlord hereby acknowledges receipt of the aforesaid deposit which shall be deposited by Landlord in an interest bearing escrow account and which deposit shall be made within thirty (30) days after receipt of said funds in a banking or savings system within the State of Maryland and which account shall be devoted exclusively to security deposit(s). The Landlord shall, upon written request, promptly provide the Tenant with a written list of all existing damages, and such request by the Tenant must be made within fifteen (15) days of the Tenant's occupancy. Within 30 days after the end of the tenancy, the Landlord shall return the deposit to the Tenant, together with simple interest which shall have accrued, less any damages rightfully withheld. Interest shall accrue at three (3) month intervals from the day Tenant gives Landlord the said deposit. Interest shall not be compounded.

In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee sub lessee, the security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and the Landlord shall have no further liability with respect to return of such security deposit to the assignor.

Tenant acknowledges that this paragraph constitutes written notice to him at time of payment of security deposit of his rights under applicable Maryland law.

Application for Lease:
Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:
No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:
Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Insurance:
Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God. **Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.**

Utilities:

Tenant Initial here

Tenant will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☒ Gas or Oil ☒ Water ☒ Electric ☐ Refuse Collection

Note: Tenant agrees to use Pug's Fuel and Oil Service Company for purchasing heating oil for the premises.

Tenant will be responsible and pay for the following optional utilities or services, including all required deposits (check those that apply):

☒ Telephone ☒ Cable/Satellite TV ☒ Internet

Tenant is not required to have any of the above three optional services as part of this lease agreement.

Landlord will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☐ Gas ☐ Water ☐ Electric ☐ Refuse Collection
☐ Telephone ☐ Cable/Satellite TV ☐ Internet

Tenant shall be responsible for arranging for any utility service not provided by the Landlord, and for any utilities not listed above, on the effective date of this Lease. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

Alterations and Repairs by Tenant:
Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:
Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Landlord's Responsibilities and Duties:
In compliance with applicable Maryland law, Landlord *shall maintain*:

a. Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

b. Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.

c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

d. Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.

e. Electrical lighting, with wiring and electrical equipment which conformed with applicable law *at the time of installation, maintained in good* working order.

f. Building, grounds and appurtenances at the time of the commencement of the lease or Lease agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, and all areas under control of the landlord kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage.

g. An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or Lease agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.

h. Floors, stairways, and railings *maintained in good* repair.

i. Compliance with the requirements of applicable building and housing codes materially affecting health and safety, including installing dead-bolt locks on all swinging entrance doors.

j. Compliance with the requirements of any other applicable State, County or municipal law, statute or code not herein listed.

Tenant Initial Here

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

Tenant's Responsibilities and Duties
In compliance with applicable Maryland law, Tenant covenants:

(1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.

(2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

(5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

(6) Promptly remove ice and snow from walkways, steps and driveway.

(7) Replace light bulbs, fuses, faucet washers, heater filters, and minor maintenance items including opening clogged sinks and toilets.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

The Tenant shall be held responsible for any direct and /or consequent damage to the premises and for the cost of such repair caused by any negligence either by action or lack of action on the part of the Tenant, Tenant's family, guests, employees or pets. Such damage shall be deemed as being additional rent due and payable within thirty (30) days from date of submission of bill to Tenant by Landlord.

Pets:
No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises.

Surrender of Premises:
Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Landlord's Right to Access and Inspection:
In addition to the rights provided by applicable Maryland law, in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, Landlord or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant reasonable verbal or written notice before entering. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

Lease Renewal:
Tenancy created under this agreement shall continue for a like term after its expiration, on the same terms and conditions as herein expressed, unless either Landlord or Tenant, whichever desires not to renew the agreement upon the expiration of the then existing term, shall give to the other written notice of its intention not to renew the agreement at least **Sixty (60) days prior to the expiration of the then existing term**. In the event the Landlord gives written notice, at least sixty days prior to the expiration of then term of its intent to change the terms and conditions of the agreement (including changes in rental fees), Tenant shall be conclusively deemed to have renewed said tenancy upon terms and conditions as are contained in said written notice, unless Tenant gives notice to the contrary in writing, sent either registered or certified mail, within 10 (ten) days after receiving such notice from Landlord.

Termination of Lease - Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other **Sixty (60) days** written notice prior to the due date. If Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable Maryland law, at the monthly rate in effect during the last month of the expiring term plus 50% premium. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, **Thirty (30) days written notice** of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Maryland law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Extended Absences by Tenant and Notice Thereof:
Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs. If such absences are customary and frequent, the expected frequency and duration of absence should be summarized here:

Abandonment:
Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any monies owing remain unpaid. In such event, Tenant will be considered in default of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable Maryland law, except in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Maryland law, and terminate this Lease without notice to Tenant.

Property Damage - Destruction of Property:
If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises. Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

Hold Harmless:
To the fullest extent permitted by applicable Maryland law, Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Default / Breach By Tenant:
In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice of termination and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice if the default is not remedied within a reasonable time not in excess of thirty (30) days and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, in the event the default is nonpayment of rent, Landlord shall not be required to deliver thirty (30) days notice as provided above but may serve Tenant with a seven (7) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the premises by the expiration of the seven (7) day notice period. Furthermore, for any substantial violation of this Lease or applicable law materially affecting health and safety, Landlord may serve Tenant with a three (3) day written notice of termination whereupon the Tenant must cure the default by the expiration of the three (3) day notice period or surrender the premises. Upon Landlord's termination of this, Tenant expressly agrees and

understands that unless prohibited by applicable State law, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Remedies - Cumulative:
The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Maryland law.

Notice of Injuries on Premises:
In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease

Waiver:
Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:
The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Court Costs and Attorneys Fees:
In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due hereunder, the Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord, to the greatest extent allowed by applicable Maryland law.

Agents and Authority to Receive Legal Papers:
Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox to Tenant at the premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Alexander Sulakvelidze, 536 Hampton Lane, Towson, MD 21286

Time:
Time is of the essence of this agreement.

Subordination:
Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord's right to subject the premises to a mortgage or other lien.

Eminent Domain:
If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof

Paragraph Headings:
The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding:
This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:
This document and any Attachments constitute the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Governing Law:
This Lease shall be governed by the laws of the state of Maryland.

Severability:
The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein. To the extent that any portion of this agreement found to be invalid, illegal, unconstitutional, inapplicable or unenforceable may be valid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:
In order for the Landlord to hold the house for Tenant until the May 1, 2006 move-in date, and to perform below-specified remodeling work on the premises, Tenant agrees to pay Security Deposit and First Month's rent at signing ($3,400.00). **The entire amount is nonrefundable if Tenant changes his/her mind and decides not to lease, for any reason whatsoever.** If the Tenant moves in during May 2006, the first month's rent (paid at lease signing) will be applied to the May 2006 payment. The next rent will be due on June 1, 2006.

The Landlord shall:

1. Install new bathroom with the door on the outside.
2. Install carpet in what would be the 4th bedroom.
3. Install door to the laundry room.
4. Paint one fresh coat of paint on the 3 bedrooms upstairs.
5. Paint the back of the bathroom door upstairs.
6. Hire a lawn care service to cut the grass in the yard

All of the above-listed renovations (items 1-5) will be completed by May, 1, 2006. If the above-specified work is not completed by that time, rent for May 2006 will be $1,590. If the above specified work is not completed by June 1, 2006, rent for June 2006 will be $1,300. If the above specified work is not completed by July 1, 2006, rent for July 2006 will be $1,100 and will continue at that level until the above-specified work is completed. Beginning on the first day of the first month after the above-specified work is completed, the rent will resume being $1,700 per month (e.g., if the work is completed on May 20 2006, rent for June 2006 and onward will be as specified in the main body of the lease; i.e., $1700/month).

At a minimum, the new bathroom (item 1 of the above-listed renovations) will have toilet, shower or tub, and sink or vanity with sink. It will be painted, equipped, tiled, etc. according to the Landlord's preferences. The Tenant agrees to accept the bathroom as delivered by the Landlord, without any claims as to the color of paint, type of fixtures, or any other non-functional issue(s) whatsoever. Furthermore, the Tenant agrees to accept the work performed under items 2 – 5 as delivered by the Landlord, without any claims as to the color of paint, type or color of carpet, or any other non-functional issue(s) whatsoever.

Landlord/Agent's signature: _____ Date: 3/2/06

Tenant's signature: _____

Print name: _____ Date: 3/1/06

Cosigner's signature

Print name: _____ Date: _____

C. If the area to be used for the cleaning of vehicles abuts a residential use or an area that is zoned predominantly residential, the area shall, in the judgment of the Director of Planning, be effectively screened with landscaping, a masonry wall or a wood-on- wood fence.

408A.3. Parking. All facilities for the parking or storage of vehicles shall comply with Subsection 409.8.A, design and landscape standards for parking facilities, and Subsection 409.4.C.

Section 408B
Boarding- or Rooming Houses in D.R. Zones
[Bill No. 124-1993]

Notwithstanding any provision in these regulations to the contrary, boarding- or rooming houses are permitted in D.R. Zones, subject to the provisions of this section.

A. Upon application to the Department of Permits and Development Management (PDM), the Director may issue a use permit for a boarding- or rooming house under the following procedure:

1. Upon application, the applicant shall provide the following information:

   a. The maximum number of tenants expected to live on the property.

   b. A site plan indicating the location and type of structure and the proximity of dwellings on adjacent lots.

   c. The location of the required off-street parking spaces.

   d. A floor plan indicating the number of bedrooms and bathrooms.

   e. Such other information as the Director may require.

2. Notice and hearing.

   a. On the property in question, notice of the application for the use permit shall be conspicuously posted for a period of 15 days following the filing of the application.

   b. Within the fifteen-day posting period, any interested person may file a formal request for a public hearing before the Zoning Commissioner in accordance with Section 500.7.

   c. If a formal request for a public hearing is not filed, the Director, without a public hearing, may grant a use permit for a boarding- or rooming house in a D.R. Zone if the proposed use meets the requirements of this section and Section 502.1. The use permit may be issued with such conditions or restrictions as determined appropriate by the Director to satisfy the provisions of this section and Section 502.1 and to ensure that the boarding- or rooming house will not be detrimental to the health, safety or general welfare of the surrounding community.

Draft 1

d. If a formal request for a public hearing is filed, the Director shall schedule a date for the public hearing before the Zoning Commissioner, such hearing to be held not less than 21 days and not more than 90 days from the date of filing of the request for public hearing.

e. Following the public hearing, the Zoning Commissioner may either deny or grant a use permit conditioned upon:

(1) Findings following the public hearing.

(2) The character of the surrounding community and the anticipated impact of the proposed use on that community.

(3) The manner in which the requirements of this section and Section 502.1 and other applicable requirements are met and any additional requirements as deemed necessary by the Zoning Commissioner in order to ensure that the use will not be detrimental to the health, safety or general welfare of the surrounding community and as are deemed necessary to satisfy the objectives of this section and Section 502.1 of these regulations.

f. If a formal request for a public hearing is not filed and notwithstanding any provision herein to the contrary, the Director may, at his or her discretion, require a public hearing whereat the applicant shall be required to satisfy the burden of proof required for such use to be granted.

(Cont'd on page 4-27)

g. Notwithstanding the provisions of Section 1B01.1B, the Director, or the Zoning Commissioner if a hearing is requested, or the County Board of Appeals, upon appeal, may modify Section 1B01.1.B.1.b as it pertains to such use in D.R. Zones.

B. Boarding or rooming houses are permitted only in single-family detached dwellings.

C. The applicant shall be required to keep and preserve accurate occupancy records, including the name, social security number and dates of occupancy of each tenant and shall make such records available to the Fire Department, Police Department, Department of Permits and Development Management and other appropriate governmental agencies.

D. Off-street parking spaces shall be located in the side or rear only, unless otherwise approved by the Zoning Commissioner, and shall be landscaped in accordance with the Class A requirements of the Landscape Manual.

E. After the effective date of Bill No. 124-93, a new boarding- or rooming house is not permitted next to an existing boarding- or rooming house unless permitted after a public hearing pursuant to Section 408.B.

F. Upon approval of the initial use permit, the applicant, operator, owner or lessee of the property or premises at issue shall be required to renew the use permit annually, to be dated from the month of the initial approval. Such renewal shall not be subject to Section 408B.A.2 above.

G. The Director may suspend, revoke or refuse to renew the use permit for the following reasons:

1. The applicant has made any false or misleading statement in any application or other document required to be filed under this section.

2. The applicant has failed to comply with the Livability Code; the applicable zoning regulations; or the noise, litter, fire, health or sanitation ordinances of Baltimore County.

3. The applicant has failed to comply with the terms and conditions of the initial approval.

H. The applicant, as a condition precedent to the approval of the initial use permit, shall be required to permit the county to enter and inspect the premises upon twenty-four-hour notice to the applicant, operator, owner or lessee of the property or premises.

I. Appeals from any decision or order of the Director or Zoning Commissioner may be taken to the Board of Appeals in accordance with § 32-3-401 of the Baltimore County Code. **[Bill No. 137-2004]**

HOLZER

& LEE

LAW OFFICES
J. CARROLL HOLZER, PA
J. HOWARD HOLZER
1907-1989
THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING
508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

December 22, 2006
7676

HAND DELIVERED
Carl Richards
Department of Permits &
Development Management
County Office Building
Towson, MD 21204

Re: In the Matter of Petition for Special Hearing;
7610 Knollwood Rd.; Use Permit

Dear Mr. Richards:

Enclosed are 12 copies of plats, one zoning map of subject property, three property descriptions and three original Petitions for Special Hearing by legal owner Alexander Sulakvelidze for the property located at 7610 Knollwood Road. There is presently a zoning violation involving the subject property, Case No. 06-8634. The following language should be used for advertising purposes only:

> *"Petitioner requests the Zoning Commissioner to determine whether the owner of the subject property can obtain a use permit for four tenants to reside therein."*

I appreciate your assistance in this matter and if you need to call, I can be reached at 410-825-6961

Very truly yours,
J. Carroll Holzer
J. Carroll Holzer

JCH:clh
cc: Donald Brand
People's Counsel for Baltimore County
Alexander Sulakvelidze

RECEIVED
DEC 22 2006
Per.....

F:\Letters 2006\Carl Richards-7610 Knollwood Rd. 12-22-06.doc

HOLZER

& LEE

LAW OFFICES
J. CARROLL HOLZER, PA
J. HOWARD HOLZER
1907-1989
THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING
508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

December 18, 2006
#7676

Mr. Donald Brand
Buildings Engineer
Baltimore County
County Office Building
Room 105
Towson, Maryland 21204

RE: Alexander Sulakvelidez
Zoning Citations for 7610 Knollwood Road
Towson, Maryland 21286
Correction Notice: Case No.: 06-8634

Dear Mr. Brand:

This letter will confirm that I represent Mr. Alexander Sulakvelidez of 536 Hampton Lane, Towson, Maryland concerning the correction notice issued for 7610 Knollwood Road, Towson, Maryland 21204. Please be advised that I am preparing a Petition for Special Hearing pursuant to Baltimore County Zoning Regulation 500.7 to be filed with the County on or before December 30, 2006. The Petition for Special Hearing will be in lieu of a request for a use permit pursuant to Section 408B of the Baltimore County Zoning Regulations requesting permission for a boarding/rooming house which is authorized in the D.R. Zone. The Petition for Special Hearing will permit posting of the property and a formal public hearing before the Zoning Commissioner concerning this request. Filing a Petition for a Special Hearing, as opposed to an Application to the Director of Permits and Development Management for a use permit, will permit public scrutiny and a hearing.

Based upon the filing of the Petition for Special Hearing before December 30, 2006, you advised that the Code Enforcement for Baltimore County will extend the time for the correction notice until the date of the public hearing. You further advised that no zoning citation will be issued until the Zoning Commissioner has rendered an Opinion and the Decision becomes final.

#294

I have also agreed with you that time is of the essence in obtaining a prompt hearing and will upon filing of the Petition for Special Hearing seek to obtain a hearing in the months of January or February, 2007.

Thank you for your courtesy in this matter.

Very truly yours,

J. Carroll Holzer

JCH:mlg

cc: Mr. Jim Thompson
Ms. Sophia C. Jennings
Mr. Alexander Sulakvelidze

#294

2/21
postponed

Pat France, 7508 Knollwood Rd, Towson, MD 21286

January 30, 2007

Zoning Commissioner's Office:
401 Bosley Avenue / M.S. 3401
Towson, MD 21204

Reference: CASE NUMBER; 7-294-SPH (7610 Knollwood Rd, 21286)

FEB 2007

Dear Commissioner:

I am a concerned citizen of Knollwood Donnybrook wishing this above mentioned case be considered as a detriment to our long established family community. We are not interested in having boarding houses in our community. We are most interested in keeping our family homes owner occupied for the good of our families.

We are aware we are facing increased pressures from Towson University for many more possible transient occupied homes and absentee ownership. Our neighbors are prepared to fight the owner at 7610 Knollwood Road as well as any future requests for rooming/boarding house licenses or zoning violations due to over renting.

Thank you.

Sincerely,

Pat France,

7508 Knollwood Rd, Towson, MD 21286

Pat France
7508 Knollwood Rd.
Towson, MD 21286-7931

BALTIMORE MD 212

31 JAN 2007 PM 7 T

Zoning Commissioner's Office
401 Bosley Ave MS 3401
Towson Md 21204

21204+4420

Patricia Beck
311 Donegal Drive
Towson, MD 21286-7902
Phone: 410-823-3989

February 25, 2007

Baltimore County Office Building
401 Bosley Avenue / MS 3401
Attn: Timothy M. Kotroco, Director
Towson, MD 21204

RE: Case Number 7-294-SPH
REF: 7610 Knollwood Rd. Towson, MD 21286-7902

Dear Mr. Kotroco:

This letter is in regard to the 7610 Knollwood Rd. request for a rooming house/boarding house permit. I strongly oppose this request. The Knollwood Donnybrook area is a family neighborhood that does not need or want multi-type tenants.

I feel this type of tenant does not contribute anything positive to the community. Whereas the more permanent type of families pride themselves on being a strong community.

For you to rule against the rooming house/boarding house permit at 7610 Knollwood Road will help the Knollwood Donnybrook neighborhood, stay just that a family neighborhood.

Thank you for your consideration of my request.

Sincerely,

Patricia Beck

FEB 28 2007
07-333

Knollwood Donnybrook Variance Committee
Frank Wigley Chairperson & Patricia A. Sullivan Co-chair
407 Aigburth Drive
Towson, MD 21286-7902
Phone: 410-821- 5988 or 410-339-4617

EHC

February 19, 2007

Baltimore County Office Building
401 Bosley Avenue / MS 3401
Attn: Timothy M. Kotroco, Director
Towson, MD 21204

RE: Case Number 7-294-SPH
REF: 7610 Knollwood Rd. Towson, MD 21286-7902

Dear Mr. Kotroco:

The Knollwood Donnybrook Variance Committee has reviewed the special hearing request for a rooming/boarding house permit at 7610 Knollwood Rd. **The committee is opposed to this use permit** request as is the KDIA Board as indicated in a separate letter from its president Fay Citerone on February 15.

The Baltimore County Planning Office has also submitted its summary recommendations in opposition to the permit request reference inter-office correspondence dated January 25, 2007 from Arnold F. "Pat" Keller, III. The property is within a residential neighborhood of single family homes. This request is not consistent with the spirit and intent of the BCZR.

All research indicates there is no justification for this request to use this single family home as a boarding house. The owner was fully aware of the zoning in this area when he purchased the home. If intended as a rental investment the home may be rented to a single family, not a multi-tenant use. The owner Mr. Sulakvelidze has already exhibited lack of care maintaining the home, renting to multiple users, transient in nature will not improve the care of the home.

The KDIA Variance Committee recommends that the Permits & Planning Departments hold & recognize the existing zoning for this property for single family use and not permit a special use exception.

There is no shortage of available units in the area that would justify an urgent need for multi-tenant housing in a residential area. Immediately adjacent to this property on the opposite side of the street is an apartment complex of multi-floor and multi-campus buildings, Donnybrook Apartments. In addition, just a block down the street are the Courthouse Square Apartments, and Fellowship Court apartment buildings also multi-story mid-rise and multi-campus. All three locations have available units.

The Knollwood Donnybrook neighborhood has a distinct border that is all inclusively single family residences. Any disruption to the zoning use applications in a small neighborhood is a major disruption to the spirit of the community. Please support this neighborhood to preserve and enhance the residential community image.

Thank you for your consideration in this matter.

Sincerely,

Frank Wigley P.A. Sullivan

Frank Wigley & Patricia A. Sullivan

Cc: Arnold F. Keller, Director Planning Dept
Jeffery Mayhew, Chief, Community Planning Div.
Fay Citerone, President, Knollwood Donnybrook Improvement Assoc.

RECEIVED
FEB 22 2007
07-305

JSW 3/2
TO AM

Mary White,
7604 Far Hills Dr
Towson, MD 21286
410-321-8554

Feb 26, 2007

Zoning Commissioner's Office:
401 Bosley Avenue / M.S. 3401
Towson, MD 21204

Reference: CASE NUMBER; 7-294-SPH (7610 Knollwood Rd, 21286)

Dear Commissioner:

As a neighbor living in Knollwood Donnybrook I wish to address the above mentioned case. This is an established family community. Having boarding houses in our community would not be a good thing. We want to keep it a quiet, peaceful family oriented owner occupied community.

Towson University is pressuring families to look for housing for their students. Putting them in communities like ours, unsupervised, is not right. We are prepared to fight the owner at 7610 Knollwood Road as well as any future requests for rooming/boarding house licenses or zoning violations.

Thank you.

Sincerely,

Mary White

Mary White

Knollwood Donnybrook Resident

RECEIVED
FEB 28 2007
ZONING COMMISSIONER

ROBERT G. VAUGHAN, Sc.D.

Healthcare Management Consultant

817 Fairway Drive
Towson, MD 21286-7804
Phone and Fax: 410.321.6689
Email address: GwenandBobVaughan@comcast.net

February 24, 2007

ZONING COMMISSIONER
FEB 28 2007
RECEIVED

Mr William Wiseman
Zoning Commissioner's Office
401 Bosley Avenue, MS 3401
Towson, MD 21204

Subject: Case Number 7-294-SPH
Use Permit for Boarding House
7610 Knollwood Road

Dear Mr. Wiseman,

As a resident of Knollwood for the past five years, I know this community to be a very stable, residential neighborhood consisting of single family homes which are mostly owner-occupied. In the few cases where houses in this neighborhood have been rented to students, this has tended to lead to noisy late parties, and general deterioration of the rented property. Not too far from Knollwood, and closer to Towson University, the houses along Burke, Willow and Linden Avenues are excellent examples of how such deterioration can occur. During our COP (Community On Patrol) beat the evening of September 23, 2006 my wife and I noticed about thirty students gathering in the side yard (along Garden Avenue) of 7610 Knollwood Road. We reported this to the Towson Precinct at 10 pm and suggested that they check it later for noise. By the time the police checked the location at 1:24 am the following morning all was quiet. County Executive Jim Smith has promised to help maintain the stability of older, established neighborhoods in the County. Granting this use permit would not seem to be an appropriate use of this property in this neighborhood.

In the previous zoning regs, in all DR zones, a "Special Exception" was required for this use, and seldom were SE's granted if the surrounding neighbors objected, since granting of a Special Exception would result in a permanent change in the zoning for such a property. The new zoning regs enable a use permit to be acquired simply through an administrative hearing. Because such a use permit must be renewed annually, and may be revoked at any time, the new zoning regs do appear to offer some small amount of comfort to the owners of neighboring properties.

This brings us to a much more important, over-riding question: ***For what type of property, in what type of neighborhood, is a "boarding- or rooming-house" as defined in the latest BCZR an appropriate use?*** To provide stability in older neighborhoods around the County, this question must be answered. I don't pretend to know the answer. I suggest that this question be referred back to the planning staff for further study and revision of the boarding house definition within the BCZR.

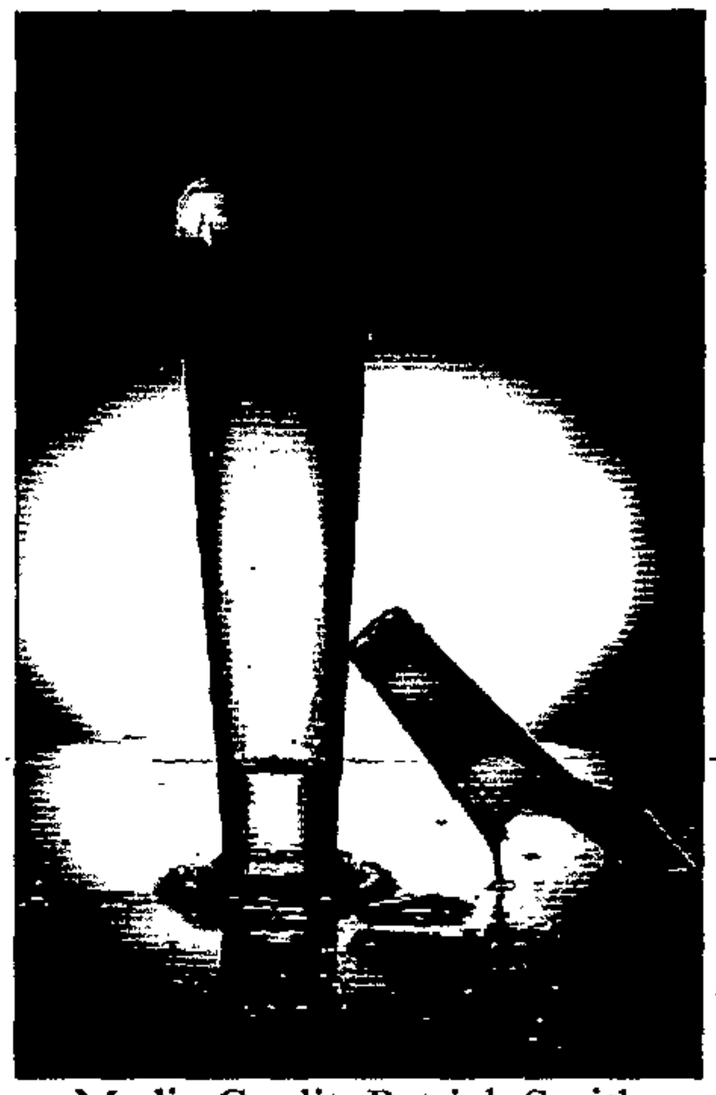
From the Towerlight Feb 22, 2007

Until a toxicology report is released, no one can say for sure whether alcohol played a role in Tony Villella's death. But here's what the police do know:

On Friday, Feb. 9, 15 to 20 people partied at Villella's apartment on Oberlin Court in the Colony at Kenilworth. A friend saw Villella drink approximately 10 beers and four shots. Then, around 2 a.m., that friend saw him pull a plastic bag out of his pocket and ingest a pill. Villella told him it was a painkiller.

Then Villella, a 19-year-old sophomore business administration major, fell asleep on a recliner in the living room.

Around 6 a.m., his friend woke up. He thought he heard Villella snoring, but couldn't wake him up. The friend moved Villella to the floor, thinking that would wake him. But it didn't.



Media Credit: Patrick Smith
[Click to enlarge]

The police report describes the rest:

"Once on the floor the victim began to 'vomit through his nose.' His breathing then became slow and irregular. After [the friend] continued efforts to make the subject alert, he contacted 911 for assistance."

Medics were on the scene by 6:45 a.m.

"They tried to revive him for an hour and it just didn't work," Villella's mother, Judy said.

He was transported to St. Joseph's Medical Center and pronounced dead at 7:36 a.m. Saturday.

Jm
3/2

7501 Far Hills Drive
Towson, Md. 21286
February 27, 2007

Zoning Commissioner's Office
401 Bosley Ave./ M.S. 3401
Towson, Md. 21204

RECEIVED

MAR - 1 2007

ZONING COMMISSIONER

CASE # 7-294-SPH

Dear Commissioner,

As a Resident of the Knollwood Donnybrook Community, I want to voice my opposition to approving a Rooming/Boarding House Permit to the owner of 7610 Knollwood Road, Mr. Sulakvelidze. We have worked hard to make a quality Community in Knollwood Donnybrook. Approval of this Permit request would allow transient residents to live here with no stake in the Neighborhood. It also sets a disastrous precedent for Knollwood Donnybrook and other Towson Neighborhoods whose Residents are trying very hard to maintain safety, stability, and quality of living. I urge you to not approve a permit for Mr. Sulakvelidze.

Thank you,

Richard Zapf

Richard Zapf

Recording Secretary
Knollwood Donnybrook Community Association

HOLZER

& LEE

LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

January 26, 2007
#7676

Kristen:
OK to postpone
TMK

Mr. Timothy Kotroco, Director
Permits & Development Management
111 Chesapeake Avenue
Towson, Maryland 21204

RE: Alexander Sulakvelidze, Legal Owner
Special Hearing to Permit a Boarding House
located at 7610 Knollwood Road
Case No.: 07-294-SPH

Dear Mr. Kotroco:

Please be advised that I represent the Petitioner, Alexander Sulakvelidze, who has requested a Special Hearing at Knollwood Road. The case was set for Wednesday, February 21, 2007 in Room 106 at 9:00 a.m. Unfortunately, I will be out-of-the-state from Saturday, February 17, 2007 through Sunday, February 25, 2007. I would therefore ask that the matter be postponed and either scheduled for a Zoning Hearing before Friday, February 16, 2007 or after Monday, February 26, 2007.

Thank you for your cooperation.

Very truly yours,

J. Carroll Holzer

JCH:mlg

Enclosure

cc: Mr. Alexander Sulakvelidze

File

Wiltondale Improvement Association, Inc.
P.O. Box 10116
Towson, MD 21285-0116

February 21, 2007

Baltimore County Zoning Commissioner
and Deputy Zoning Commissioner
Room 106, County Office Building,
111 W. Chesapeake Avenue,
Towson, MD 21204

RE: Opposition to Request for Approval of Boarding/Rooming House
at 7610 Knollwood Road, Towson, MD

Gentlemen:

This letter is offered on behalf of the Wiltondale Improvement Association (WIA), of which I am the President. WIA is a neighborhood of 350+ homes bordered by Stevenson Lane, Sussex Road and Towson High School, York Road and Cedar Avenue. WIA and Knollwood (the neighborhood in which the subject property is located) jointly border Towson High School. In fact, WIA's neighborhood park and swimming pool are quite literally "a stone's throw" from Knollwood; only a small stream divides us.

Currently pending before you is a Petition for Special Hearing to permit a rooming/boarding house at 7610 Knollwood Road. The owner's petition reflects that he wishes to house 4 tenants therein. We have been informed that 3 or 4 unrelated students now occupy this single family home without permit or approval. Under the County's Zoning Regulations, we understand that you may either deny or grant a use permit conditioned upon:

(1) Findings following the public hearing.

(2) The character of the surrounding community and the anticipated impact of the proposed use on that community.

(3) The manner in which the requirements of this section and Section 502.1 and other applicable requirements are met and any additional requirements as deemed necessary by the Zoning Commissioner in order to ensure that the use will not be detrimental to the health, safety or general welfare of the surrounding community and as are deemed necessary to satisfy the objectives of this section and Section 502.1 of these regulations.

WIA's Board of Directors voted to oppose this use and we encourage you to exercise your discretion under the Zoning Regulations to deny a use permit for this property as a boarding or rooming house because such use is not in keeping with the character of our neighborhoods and would be detrimental to the health safety and general welfare of the surrounding community.

WILTONDALE

Wiltondale Improvement Association, Inc.
P.O. Box 10116
Towson, MD 21285-0116

This property is less than 3/4 mile from Towson University and only 1/5 of a mile from our neighborhood. Our neighborhood has a history of problems with TU students, in particular with a prior rental property on the boundary of our neighborhood that was rented to several students who failed to maintain the property and used it for disruptive parties. After many years of efforts, we were finally able to abate the problem, and now we fear that the proposed use of the subject property will bring the same kind of problems to us again.

WIA and Knollwood are quiet family-based communities with young children and single family homes. Residents are stable, typically residing in their homes for many years, often their entire adult lifetimes. Ours are not transient neighborhoods, with annual tenancy turnovers. It is a well established fact that neighborhoods with tenancy on the rise soon deteriorate in appearance and value. If boarding house uses are allowed to replace traditional single family uses, this too could happen to well established neighborhoods like ours. Please do not let a use that is so incompatible with the surrounding community to occur. You have it squarely within your discretion to prevent this and we urge you to do so.

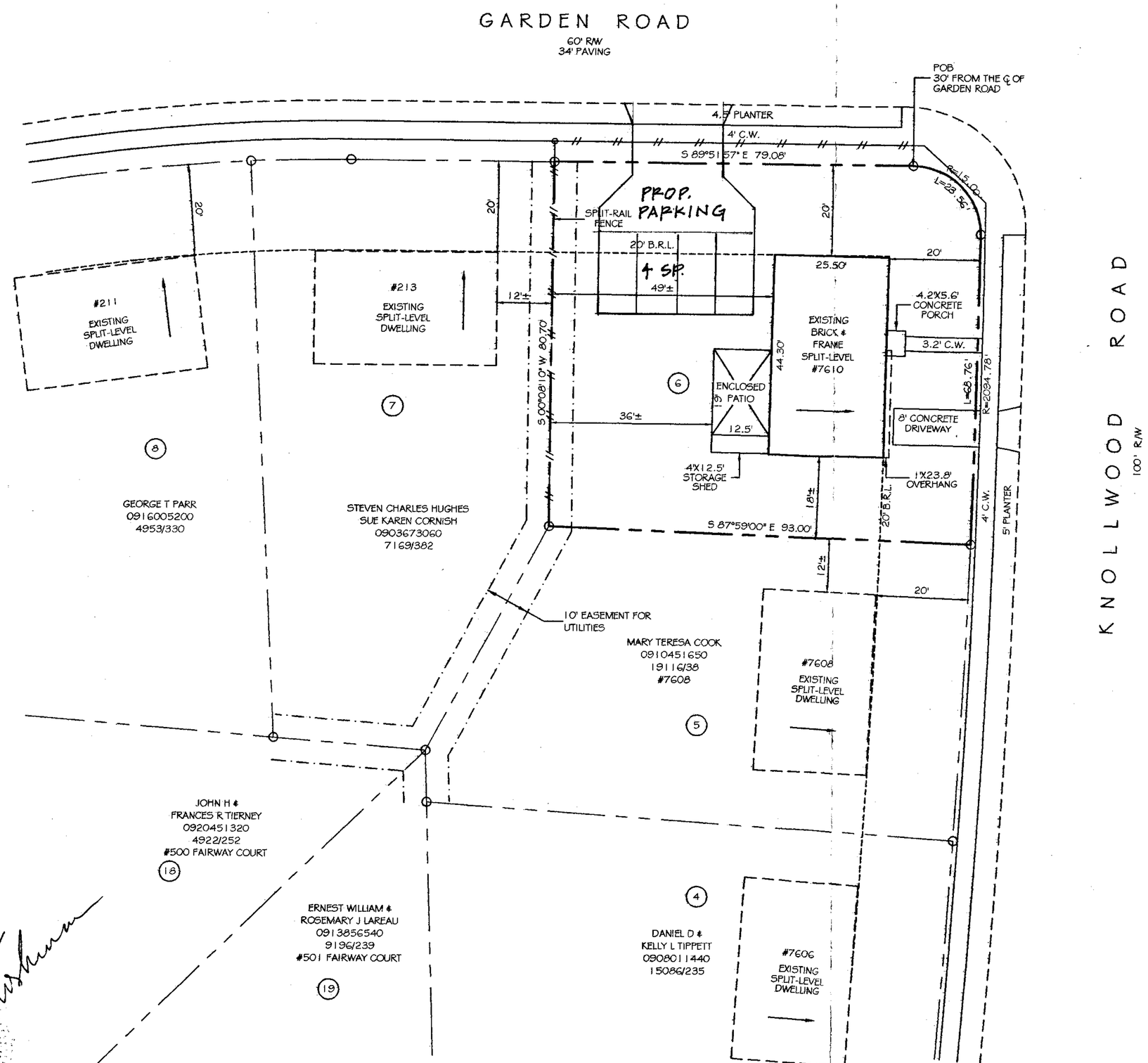
Thank you for listening to the concerns of the residents of Wiltondale.

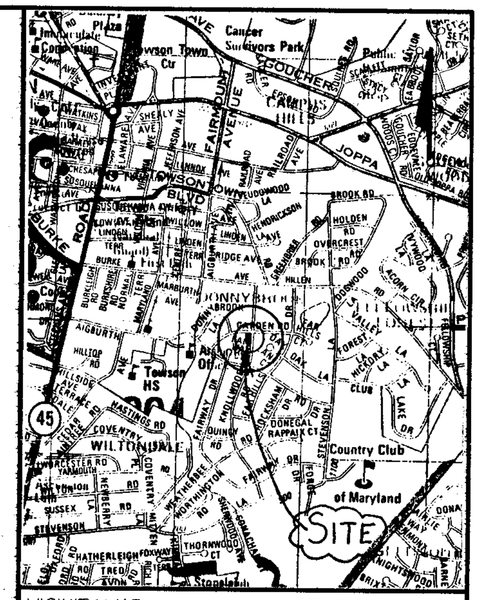
Sincerely,

Phyllis Gray, President
Wiltondale Improvement Association

cc: WIA Board of Directors
Virginia W. Barnhart, Esquire
POPE & HUGHES, P.A.
Ms. Fay Citerone, President
Knollwood-Donnybrook Improvement Association
PO Box 19131, Towson, MD 21284

RECEIVED
FEB 26 2007
07-319





VICINITY MAP SCALE: 1"=2000'

GENERAL NOTES

1. ZONING: DR 5.5 (ZONING MAP: 070B2 & 070B3)
2. LOT AREA: 7280 S.F.± / 0.167 AC±
3. TAX MAP: 70
4. GRID: 15
5. PARCEL: 768
6. TAX ACCT. No. 0916751250
7. DEED REF. 23117/115
8. THIS PROPERTY IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA
9. THIS PROPERTY IS NOT LOCATED IN A HISTORIC AREA
10. PRIOR ZONING HEARING: NONE
11. THIS PROPERTY IS NOT LOCATED IN AN 100 YEAR FLOOD PLAIN
12. COMMUNITY PANEL No. 240010-0265B ZONE: C
13. PUBLIC SEWER AND WATER ARE ON SITE
14. EXISTING USE: SINGLE FAMILY DWELLING WITH 4 TENANTS (STUDENTS ATTENDING TOWSON UNIVERSITY)
15. PROPOSED USE: SINGLE FAMILY DWELLING WITH 4 TENANTS
16. PARKING CALCULATIONS:
    REQUIRED: 1 PER TENANT BED (OWNER DOES NOT RESIDE ON PROPERTY)
    PROPOSED: 4 SPACES (8.5'X18')
17. A USE PERMIT HAS NOT BEEN FILE FOR TO DATE
18. LOT OF RECORD LOCATED ON "DONNYBROOK" PLAT DATED NOVEMBER 23, 1955. PROPERTY WAS PURCHASED DECEMBER 15, 2005 UNDER CURRENT OWNERSHIP
19. FLOOR PLAN IS ATTACHED TO PETITION
20. THERE ARE NO BOARDING/ROOMING HOUSES ADJACENT TO THIS PROPERTY.
21. A LANDSCAPE PLAN FOR THE PROPOSED PARKING AREA IS TO BE APPROVED BY AVERY HARDEN PRIOR TO CONSTRUCTION.

OWNER
ALEXANDER SULAKVELIDZE
536 HAMPTON LANE
TOWSON, MD 21286
PHONE: (410) 913-7943

STATE OF MARYLAND
VINCENT MICHAEL MUSHOW
PROFESSIONAL LAND SURVEYOR
NO. 21175

PLAN TO ACCOMPANY
PETITION FOR SPECIAL HEARING

TOWSON BALTIMORE COUNTY, MD

#7610 KNOLLWOOD ROAD
LOT: 6 BLOCK: A
"DONNYBROOK" 22/72
9th ELECTION DISTRICT
5th COUNCILMANIC DISTRICT

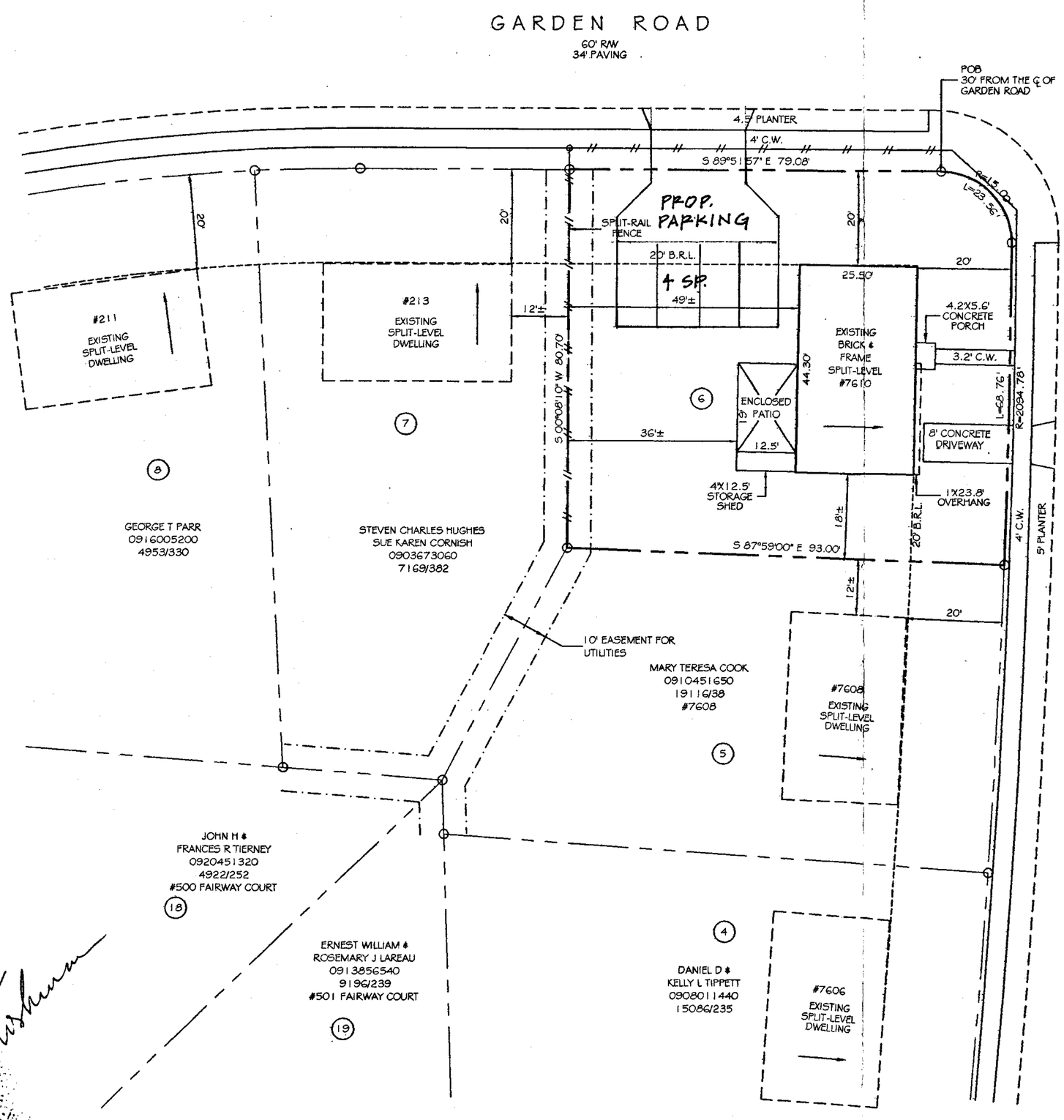
DATE	REVISION
12/28/06	PER ZONING

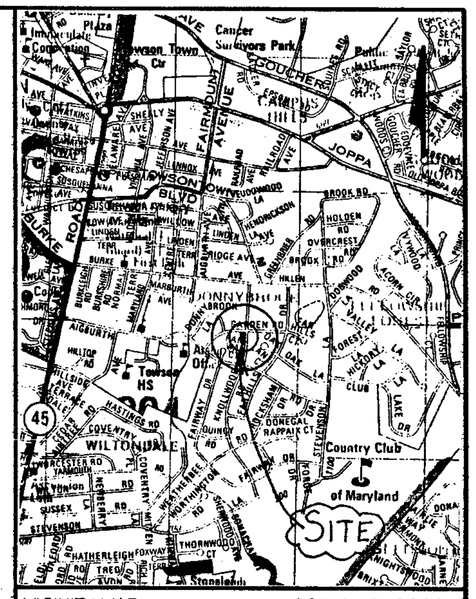
DATE: 12/15/06
SCALE: 1"=20'
DRAWN BY: I.A.K.
CHECKED BY: V.M.

siterite SURVEYING
209 E. JOPPA RD
SUITE 101
TOWSON, MD 21286
T: (410)828-9060
F: (410)828-9066

SHEET NO.: 1 OF 1
DWG. NO.: 9470

Ret #1
#294





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OWNER
ALEXANDER SULAKVELIDZE
536 HAMPTON LANE
TOWSON, MD 21286
PHONE: (410) 913-7943

STATE OF MICHAEL VINCENT MUSHOW PROFESSIONAL LAND SURVEYOR NO. 21175

PLAN TO ACCOMPANY
PETITION FOR SPECIAL HEARING

TOWSON BALTIMORE COUNTY, MD

#7610 KNOLLWOOD ROAD
LOT: 6 BLOCK: A
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5th COUNCILMANIC DISTRICT

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DRAWN BY: KAK
CHECKED BY: VJM

siterite SURVEYING
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TOWSON, MD 21286
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SHEET NO.: 1 OF 1
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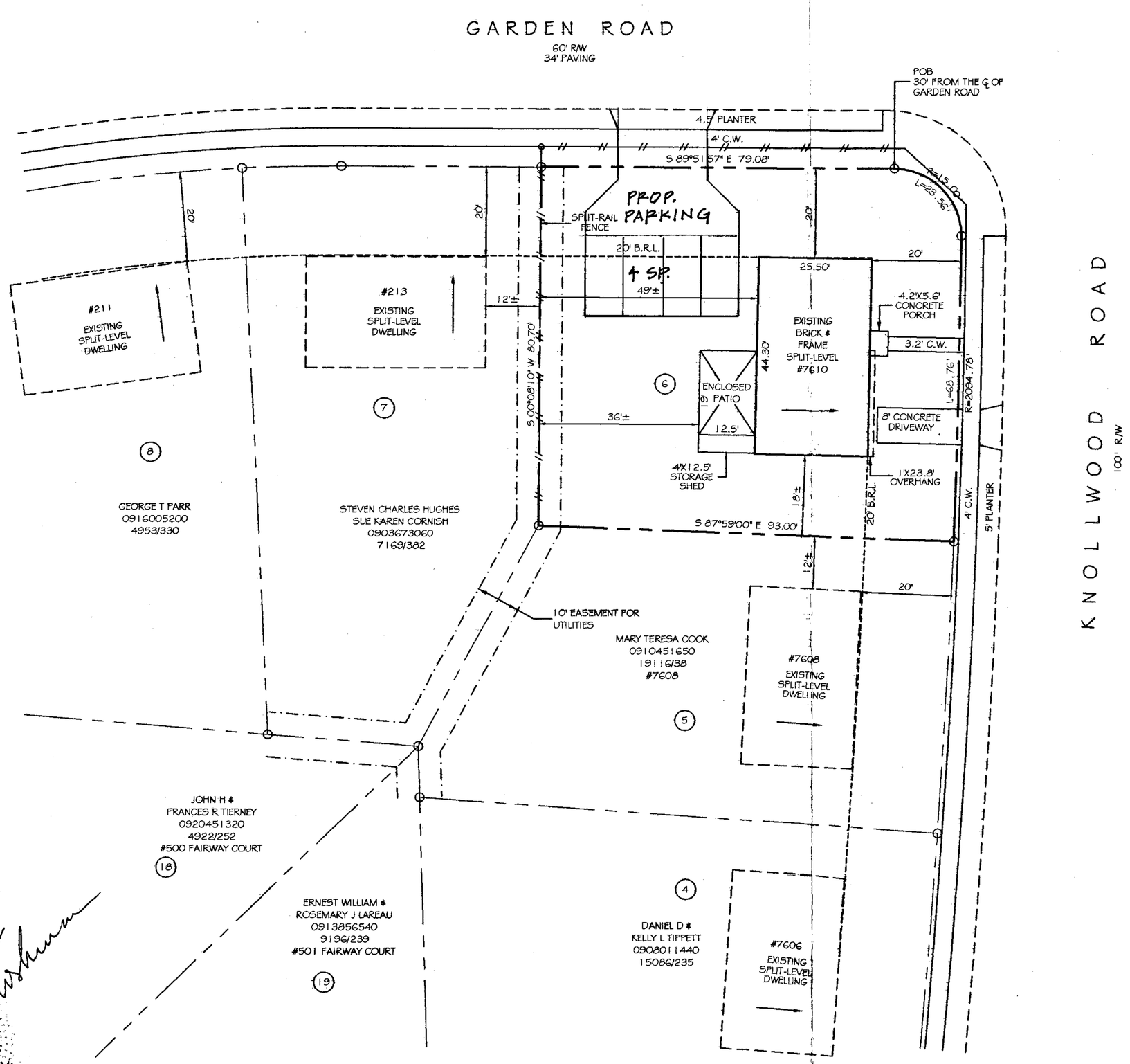
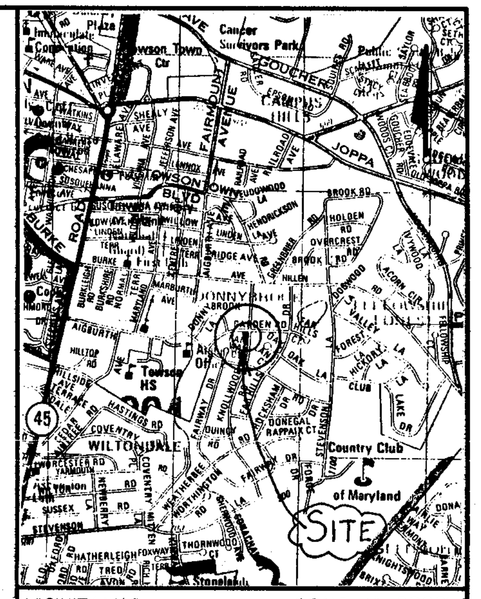
Pet Exh #1





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STATE OF MICHAEL VINCENT SHUMAN
NO. 21175
PROFESSIONAL LAND SURVEYOR

PLAN TO ACCOMPANY
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TOWSON BALTIMORE COUNTY, MD

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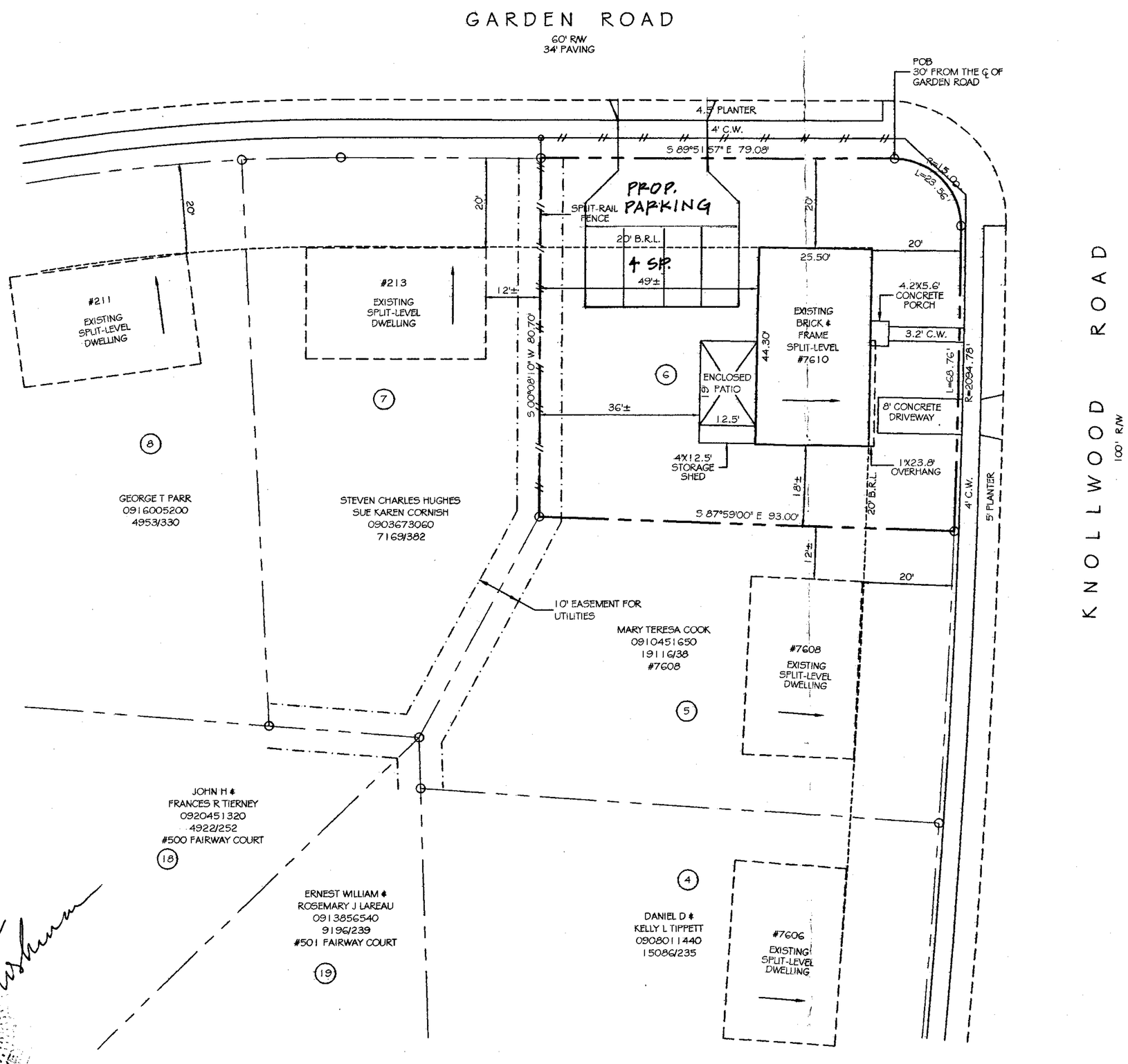
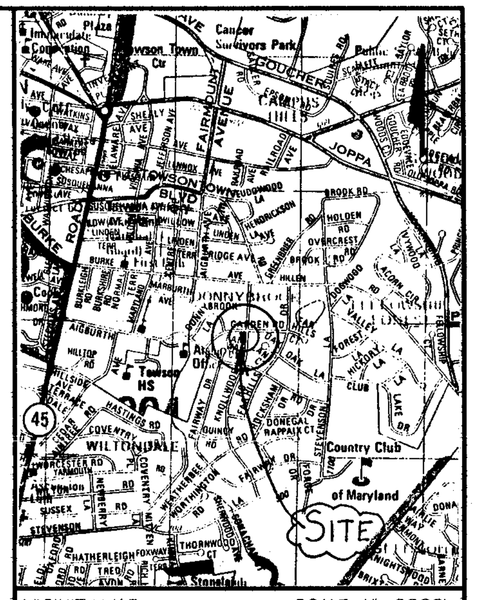
SHEET NO.: 1 OF 1
DWG. NO.: 9470

#294





VICINITY MAP SCALE: 1"=2000'

GENERAL NOTES

1. ZONING: DR 5.5 (ZONING MAP: 070B2 & 070B3)
2. LOT AREA: 7280 S.F.± / 0.167 AC±
3. TAX MAP: 70
4. GRID: 15
5. PARCEL: 768
6. TAX ACCT. No. 0916751250
7. DEED REF. 23117/115
8. THIS PROPERTY IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA
9. THIS PROPERTY IS NOT LOCATED IN A HISTORIC AREA
10. PRIOR ZONING HEARING: NONE
11. THIS PROPERTY IS NOT LOCATED IN AN 100 YEAR FLOOD PLAIN
12. COMMUNITY PANEL No. 240010-0265B ZONE: C
13. PUBLIC SEWER AND WATER ARE ON SITE
14. EXISTING USE: SINGLE FAMILY DWELLING WITH 4 TENANTS (STUDENTS ATTENDING TOWSON UNIVERSITY)
15. PROPOSED USE: SINGLE FAMILY DWELLING WITH 4 TENANTS
16. PARKING CALCULATIONS:
    REQUIRED: 1 PER TENANT BED (OWNER DOES NOT RESIDE ON PROPERTY)
    PROPOSED: 4 SPACES (8.5'X18')
17. A USE PERMIT HAS NOT BEEN FILE FOR TO DATE
18. LOT OF RECORD LOCATED ON "DONNYBROOK" PLAT DATED NOVEMBER 23, 1955. PROPERTY WAS PURCHASED DECEMBER 15, 2005 UNDER CURRENT OWNERSHIP
19. FLOOR PLAN IS ATTACHED TO PETITION
20. THERE ARE NO BOARDING/ROOMING HOUSES ADJACENT TO THIS PROPERTY.
21. A LANDSCAPE PLAN FOR THE PROPOSED PARKING AREA IS TO BE APPROVED BY AVERY HARDEN PRIOR TO CONSTRUCTION.

OWNER
ALEXANDER SULAKVELIDZE
536 HAMPTON LANE
TOWSON, MD 21286
PHONE: (410) 913-7943

STATE OF MARYLAND
MICHAEL VINCENT WASHBURN
NO. 21175
PROFESSIONAL LAND SURVEYOR

PLAN TO ACCOMPANY
PETITION FOR SPECIAL HEARING

TOWSON BALTIMORE COUNTY, MD

#7610 KNOLLWOOD ROAD
LOT: 6 BLOCK: A
"DONNYBROOK" 22/72
9th ELECTION DISTRICT
5th COUNCILMANIC DISTRICT

DATE	REVISION
12/28/06	PER ZONING

DATE: 12/19/06
SCALE: 1"=20'
DRAWN BY: KAK
CHECKED BY: VJM

siterite SURVEYING
200 E. JOPPA RD
SUITE 101
TOWSON, MD 21286
T: (410)828-9060
F: (410)828-9068

SHEET NO.: 1 OF 1
DWG. NO.: 9470

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