

IN RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
W/S Maple Avenue, 185' NE of		
East Drive	*	ZONING COMMISSIONER
(1331 Maple Avenue)		
13 th Election District	*	OF
1 st Council District		
	*	BALTIMORE COUNTY
Hans E. Lindh		
Petitioner	*	CASE NO. 2008-0504-SPH

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owner of the subject property, Hans Lindh. The Petitioner requests a special hearing to approve an existing two-apartment dwelling at 1331 Maple Avenue, as a legal, nonconforming use. The subject property and requested relief are more particularly described on the site plan submitted, which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were Hans E. Lindh, property owner; Bruce E. Doak, with Gerhold Cross & Etzel, Ltd., the consultant who prepared the site plan(s) for this property, and the current tenants of the property, namely: Shatia Manigo and Brittany Goodridge. Appearing as Protestants in opposition to the request were adjacent neighbors and nearby residents of the Maple Avenue community, namely: Joseph and Jessica Coates (1327), Michael Sansone (1328), and Dennis Brown (1316). It is to be noted that the matter came before me as a result of a complaint registered with the Code Enforcement Division of the Department of Permits and Development Management (Violation Case Nos. 08-0833 & 07-0398). Specifically, the Petitioner was cited with a zoning violation relative to the illegal conversion of the dwelling and the overall condition of the property, i.e., mold in the basement, trash, junk and debris causing rats in the area. A hearing before Code Enforcement Hearing Officer Raymond S. Wisnom, Jr. was held on

Date 8-5-08
 By [Signature]
 CODE ENFORCEMENT DIVISION

April 29, 2008 for illegal conversion to a two dwelling unit on the subject property in which Bruce Doak advised that a Special Hearing to determine the use of the property was filed on behalf of the Petitioner. That case (08-0833) is continued pending the undersigned Commissioner's Order.

Testimony and evidence offered disclosed that the subject property is a rectangular shaped parcel (50' wide x 110' deep) within the Arbutus Terrace subdivision in the Halethorpe/Arbutus area of the County just west of East Avenue and north of Sulphur Spring Road. The property contains a gross area of 5,500 square feet, more or less, zoned D.R.5.5 and is improved with a 1,750 square foot, 2-story dwelling, that at the time of the hearing contained three (3) apartments. The site plan submitted illustrates the floor plans, showing a two-bedroom apartment on the first floor and a two-bedroom apartment on the second floor, but is silent as to the basement area that is also used for apartment rental. The first and second floor units have separate gas and electric meters, which were supported by correspondence from BGE dated March 28, 2008. It is noted that these records reflect that the date of service for the first floor is June 1, 1981 and the second floor is October 1, 1981. Mr. Lindh stated he purchased the subject property in April 2003 from the former owner, Roger L. Spurgeon, who owned the property from 1981 to 2003. At the time of purchase, the realtor advertised the property as three apartments (first floor and second floor with a basement in-law apartment). Mr. Lindh's intent was to remove the in-law apartment and maintain the other two apartments. A conditional use permit (No. 25582) for two apartments was approved by Baltimore County and issued to the Petitioner (Mr. Lindh) by Lloyd Moxley on July 8, 2003. In support of his request, the Petitioner indicated that the house has always been used as two separate apartments since it was built in 1942 and more importantly since 1953.

The current two (2) tenants of the property, Shatia Manigo and Brittany Goodridge, testified on behalf of the Petitioner. Ms. Goodridge lives in the first floor apartment and has an infant son.

ORDER RECEIVED FOR FILING
Date 8-5-08
By [signature]

Ms. Manigo lives on the second floor and at the time of the hearing (June 19, 2008) was expecting a child. They both claim that they're very good tenants and don't have wild parties, etc. They stated that they keep the music down and try to be good neighbors and look after their trash and they blame everything on the basement renter who is evidently, according to Mr. Lindh, being evicted.

The Protestants who appeared primarily expressed concern about the negative impacts of a multiple family apartment use at this location. Evidently, there are other dwellings on the street where similar uses (two apartments) have been used since World War II (1941 – 1945). The neighbors point to the number of calls for service and police responses generated from or directed to the subject property from January 1, 2003 to June 22, 2008 that have been obtained from the Baltimore County Police Department. These records evidence numerous responses for the years stated as follows: 2003 – (4); 2004 – (2); 2005 – (18); 2006 – (15); 2007 – (9) and 2008 – (12) for a total of 60. The type of calls varied from disturbance, domestic incidents/abuse, sick or injured subject(s), assistance request, check on location, noise complaints, non-enumerated complaints, traffic stops, abandoned vehicles, suspicious condition/subject, peace order service, warrant/summons service, narcotics – officer initiated, burglary – 4th degree, theft – other, hit & run accident – personal injury, emergency commitment, fires – other, recovered motor vehicles to civil matters.

Joseph and Jessica Coates testified indicating they purchased their property at the same time as the Petitioner (2004). They have two young children and are afraid for their safety. Parking and trash problems as well as police issues add to the already-existing problems and impact their quality of life and undermine the real estate value of their home.

Michael Sansone, an adjacent neighbor, bought his property in June 2006. He discussed his concerns with parking, trash piled up six (6) feet high that he believes have caused rat problems,

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Date 8-5-08
By [signature]

police being called to the residence as well as the property not being maintained.

Dennis Brown has lived at his property since 1984, and then purchased it in 1997 (24 years of experience on Maple Avenue); however, he's not sure how the dwelling is being used (the number of apartment rentals) but voices concern that the landlord is not taking responsibility for what is taking place at the property.

At the conclusion of the hearing, I informed the parties of the pertinent issues before me. It is well settled law that nonconforming uses are not favored. Nonconforming uses are contrary to the zoning scheme established by the zoning regulations. (*See McKemy v. Baltimore County*, 39 Md. App. 257 (1978)). Moreover, I advised Mr. Lindh that it is the burden of the Petitioner to conclusively prove the nonconforming character. Clear and convincing testimony and evidence must be produced to show that the use existed prior to 1955 and that such use has been continuous and uninterrupted since that time. Due to the Petitioner and Protestants' inability, for valid reasons, to produce witnesses with personal knowledge relevant to the issues, I allowed the parties until July 15, 2008 and later extended the time to August 1, 2008 to produce additional supporting documentation as to how this property has historically been used.

Subsequent to the hearing, a notarized affidavit was produced on July 16, 2008 by Betty Smith, who resides at 1325 Maple Avenue, and has lived in the neighborhood since 1953. She indicated that she's lived next door to the subject house for 55 years and has known it to be two apartments that entire time and that the Petitioner is asking permission to do nothing more than has been done by the past owners and she does not oppose his zoning request. A similar letter was received from L.M. Armiger, who states to have lived on Maple Avenue but does not give a specific address, however, informs that after Mr. Weber died, the house was sold as two apartments, always has been rented as a two-apartment house, and just over the last several years, a third apartment was

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Date 8-5-08
By [signature]

added. Other letters were received stating that the Clifford's who resided at 1333 Maple Avenue, both now deceased have children living in Pensacola, Florida. They knew Bertha (Toots) and Harry Barker, the original owners and occupants who lived at 1331 Maple Avenue since 1945. It is stated that Toots and Harry had one daughter named Shirley Fisher and they lived as one family in the house for all those years. An additional letter written by Norma R. Otterbein of 1324 Maple Avenue states that she (Otterbein) lived at 1324 for 42 years and observed that Ms. Bertha Barker, following her husband's death, resided at 1331 Maple Avenue alone at that said residence for at least one year in her 30+ years of living there until remarrying and becoming Bertha Weber. A similar letter was received from Kay A. Murphy Krieger, who was born and raised at 1329 Maple Avenue, in which she substantiated the facts given by Ms. Otterbein regarding Ms. Weber's residing alone at the residence for at least one year during her 30+ years there.

B.C.Z.R. Section 402.2 is the controlling regulation involving conversions of a one-family dwelling to a two-family duplex. That section (Chart) requires a lot width of 80 feet at the front building line and a lot area of 10,000 square feet (30 feet and 4,500 more square footage than the Petitioner has), thus preventing, as a matter of right, a two-apartment use in the D.R.5.5 zone. In this regard, the undersigned is not unfamiliar with Maple Avenue. No prior zoning decisions for other addresses on Maple Avenue exist in this immediate area except for a Special Hearing and Variance Petition filed by Kyle O'Haro involving 1241 Maple Avenue, (Case No. 08-100-SPHA) requesting permission for a boarding or rooming house in a D.R. zone. The hearing was well attended and a volume of testimony received on the problems caused by multiple tenants in this otherwise single-family community.

As indicated above, the standard to legitimize a nonconforming use is set forth within Section 104 of the B.C.Z.R. Specifically, Section 104.1 provides:

ORIGINAL RECEIVED FOR FILING
Date 8-5-08
By [signature]

“A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations; provided that upon any change from such nonconforming use to any other use whatsoever, *or any abandonment or discontinuance of such nonconforming use for a period of one year or more*, the right to continue or resume such nonconforming use shall terminate.”

It is argued by Mr. Lindh that the nonconforming use presented in this case predates, by a substantial period, the adoption of the B.C.Z.R. in 1955 and the earlier regulations in 1945.

Evidence presented is, however, not clear and is at best conflicting. Ms. Smith produced supporting evidence on behalf of the Petitioner stating that she has lived next to the Petitioner's house for 55 years and has known it to be used to support two apartments the entire time. Additionally, a letter received from L.M. Armiger, states that the subject house has always been rented as a two-apartment house, however, over the last several years, a third apartment was added. A letter, albeit received anonymously, states Bertha (Toots) and Harry Barker lived at 1331 Maple Avenue since 1945 and used it as a family unit. Ms. Otterbein and Ms. Krieger's letters corroborate the fact that Barker/Weber for at least a one-year duration resided in this home alone.¹ Certainly for an apartment use to exist, there must be evidence of a landlord and tenant relationship conditions which are unfulfilled in the instant case. Under these circumstances, it must follow that the Petitioner has not met his burden and the integrity of the two separate apartments has been lost and the petition must, therefore, be denied.

Based upon all of the testimony and evidence offered, I am not persuaded that the Petitioner has met his burden in this case. In my judgment, the credible and reliable testimony offered is persuasive to a finding that the property was used for many years as a single-family dwelling. Thus,

¹ A Deed history was obtained from the Land Records of Baltimore County verifying the chain of title prior to Mr. Lindh's purchase in 2003. The Deeds provide a time line as to who was in ownership at pertinent times and tend to give credence to many of the letters received.

ORIGINAL FILED FOR FILING
Date 8-5-08
By [signature]

the Petition must be denied and the two-apartment use discontinued. This decision is not a reflection upon the Petitioner in this case. He appeared to take reasonable steps to investigate the use of the property prior to his purchase. Unfortunately, however, it appears that he did not obtain an accurate description of the use of this property over the years. Although the subject dwelling may have been used as a two-apartment dwelling at one or more times, it is clear that the use was discontinued when Ms. Weber occupied the property for at least one year in her 30+ years of living there as well as Shirley E. Fisher (also known as Shirley E. Chase and Shirley E. Ring). It is also apparent/evident from the BGE records submitted that the gas and electric meters have only been established since 1981.

Pursuant to the advertisement, posting of the property, and public held thereon, and for the stated reasons, the Petition for Special Hearing should be denied.

THEREFORE, IT IS ORDERED, by the Zoning Commissioner for Baltimore County, this 5th day of August 2008, that the Petition for Special Hearing seeking approval of an existing two apartment dwelling on the subject property, as a legal, nonconforming use, in accordance with Petitioner's Exhibit 1, be and the same is hereby DENIED, subject to the additional provisions:

1. The unlawful use of the basement apartment shall cease immediately whether or not an appeal is filed within thirty (30) days following receipt of this Order.
2. The Petitioners shall cease the rental of the property as a two-apartment dwelling within six (6) months of the date of this Order and return its use to that of a single-family dwelling.
3. To assure compliance with this Order, the Petitioner shall permit a representative of the Code Enforcement Division of the Department of Permits and Development Management (DPDM) reasonable access to the building to insure compliance.

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Date 8-5-08
By [signature]

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

A handwritten signature in blue ink, appearing to read "William J. Wiseman, III", is written over a horizontal line.

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

ORDER RECEIVED FOR FILING
Date 8-5-08
By DSJ



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 1331 MAPLE AVE.
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 SEE ATTACHED

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.

Contract Purchaser/Lessee:

Name - Type or Print _____

Signature _____

Address _____ Telephone No. _____

City _____ State _____ Zip Code _____

Attorney For Petitioner:

Name - Type or Print _____

Signature _____

Company _____

Address _____ Telephone No. _____

City _____ State _____ Zip Code _____

Legal Owner(s):

HANS LINDH
Name - Type or Print _____

Signature _____

Name - Type or Print _____

Signature _____

722 WESTHILLS PKWY
Address _____ Telephone No. _____

BALTIMORE, MD 21229
City _____ State _____ Zip Code _____

Representative to be Contacted:

SCOTT HODGKINS
Name SUITE 100

320 E. TOWSONTOWN BLVD
Address _____ Telephone No. _____

TOWSON, MD 21286 823-4470
City _____ State _____ Zip Code _____

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Case No. 2008-0504-SPH

R2V 9/15/98

RECEIVED FOR FILING

Date 8-5-08

By [Signature]

Reviewed By [Signature] Date 4/24/08

SPECIAL HEARING
1331 Maple Avenue

REQUESTED TO APPROVE AN EXISTING TWO APARTMENT DWELLING ON
THE SUBJECT PROPERTY, AS A LEGAL, NONCONFORMING USE.



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286
Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

April 11, 2008

ZONING DESCRIPTION FOR THE LINDH PROPERTY 1331 Maple Avenue Baltimore County, Maryland

Beginning for the same at the intersection of the west side of East Drive and the south side of Maple Avenue, thence running along the south side of Maple Avenue 185 feet to the point of beginning,

Being lots #147, 148 and part of 146, in the subdivision of "Arbutus Terraces" as recorded in Baltimore County Plat Book #7, Folio #17, containing 5,500 square feet. Also known as 1331 Maple Avenue and located in the thirteenth election district, first councilmanic district.

Note: This description only satisfies the requirements of the Office of Zoning and is not to be used for the purposes of conveyance.



2008-0504-SPH

**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: # 2008-0504-SPH

1331 Maple Avenue
W/side of Maple Avenue, 185
feet n/east of East Drive
13th Election District
1st Councilmanic District
Legal Owner(s): Hans Lindh
Special Hearing: to approve
an existing two apartment
dwelling on the subject property,
as a legal, nonconforming
use.

**Hearing: Thursday, June 19,
2008 at 9:00 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) 887-3868.

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

JT 6/12 June 3 174914

CERTIFICATE OF PUBLICATION

6/5/, 2008

THIS IS TO CERTIFY, that the annexed advertisement was published
in the following weekly newspaper published in Baltimore County, Md.,
once in each of 1 successive weeks, the first publication appearing
on 6/3/, 2008.

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

S. Wilkinson

LEGAL ADVERTISING

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE
MISCELLANEOUS RECEIPT

No. **14043**

Date: **4/24/08**

PAID RECEIPT

BUSINESS ACTUAL TIME DEM

4/24/2008 4/24/2008 15:49:11 2

REG 4012 MAIL JENN JEE

>>RECEIPT H 570990 4/24/2008 OFLN

Dept 5 528 JIMING VERIFICATION

CR NO: 014043

Recpt Tot: 65.00

965.00 131 8.91 134

Baltimore County, Maryland

Fund	Agcy	Orgn	Sub Orgn	Rev Source	Sub Rev	Rept Catg	BS Acct	Amount
001	006			6150				65.00

Total: **65.00**

Rec

From: **Scott Harkin's**

For:

1331 Maple Ave

2008-0504-S/H

Bull's Head 27.107

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

**CASHIER'S
 VALIDATION**



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286
Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

CERTIFICATE OF POSTING

RE: CASE#08-0504-SPH
PETITIONER/DEVELOPER:
Hans Lindh
DATE OF HEARING: 6/19/08

BALTIMORE COUNTY DEPARTMENT OF
PERMITS AND DEVELOPMENT MANAGEMENT
COUNTY OFFICE BUILDING, ROOM 111
111 WEST CHESAPEAKE AVE.
TOWSON, MARYLAND 21204

ATTENTION: KRISTEN 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 PROPERTY LOCATED AT

(see page 2 for full size photo)

LOCATION:
1331 Maple Avenue

SIGNATURE OF SIGN POSTER

Bruce E. Doak

GERHOLD, CROSS & ETZEL, LTD
SUITE 100
320 EAST TOWSONTOWN BLVD
TOWSON, MARYLAND 21286
410-823-4470 PHONE
410-823-4473 FAX

POSTED ON: 6/02/08

ZONING NOTICE

CASE # :08-0504-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

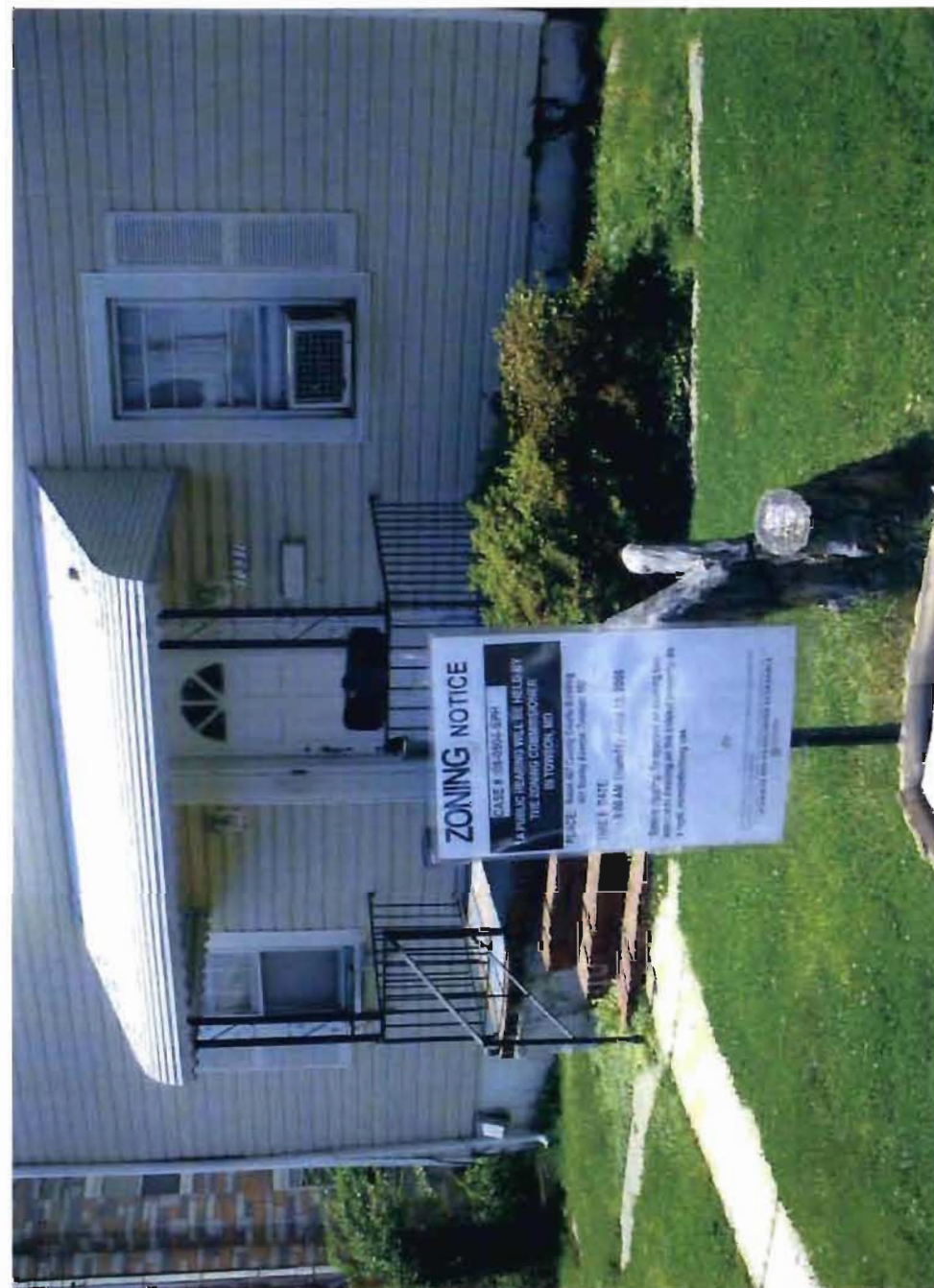
TIME & DATE:

9:00 AM Thursday June 19, 2008

Special Hearing: To approve an existing two
apartment dwelling on the subject property, as
a legal, nonconforming use.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY TO CONFIRM HEARING.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING. UNDER PENALTY OF LAW
HEARINGS ARE 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: 2008-0504-SPH

Petitioner: HANS LINDH

Address or Location: 1331 MAPLE AVE.

PLEASE FORWARD ADVERTISING BILL TO:

Name: HANS LINDH

Address: 722 WESTHILLS PKWY
BALTIMORE, MD 21229

Telephone Number: 410-823-4470

Revised 2/20/98 - SCJ



BALTIMORE COUNTY

M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

May 19, 2008
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: 2008-0504-SPH

1331 Maple Avenue

W/side of Maple Avenue, 185 feet n/east of East Drive

13th Election District – 1st Councilmanic District

Legal Owners: Hans Lindh

Special Hearing to approve an existing two apartment dwelling on the subject property, as a legal, nonconforming use.

Hearing: Thursday, June 19, 2008 at 9:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204

Timothy Kotroco
Director

TK:klm

C: Hans Lindh, 722 Westhills Pkwy, Baltimore 21229
Scott Hodgkins, 320 E. Towsontown Blvd., Ste. 100, Towson 21286

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WEDNESDAY, JUNE 4, 2008.**
- (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
Tuesday, June 3, 2008 Issue - Jeffersonian

Please forward billing to:
Hans Lindh
722 Westhills Parkway
Baltimore, MD 21229

410-823-4470

NOTICE OF ZONING HEARING

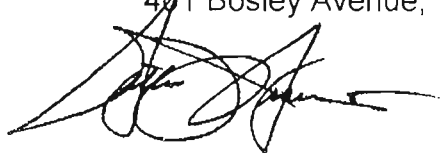
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2008-0504-SPH

1331 Maple Avenue
W/side of Maple Avenue, 185 feet n/east of East Drive
13th Election District – 1st Councilmanic District
Legal Owners: Hans Lindh

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Hearing: Thursday, June 19, 2008 at 9:00 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
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive
Hans Lindh
722 Westhills Pkwy
Baltimore, MD 21229

TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management
June 11, 2008

Dear:

RE: Case Number 2008-0504-SPH, Address: 1331 Maple Ave.

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 24, 2008. This letter is not an approval, but only a **NOTIFICATION**.

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:lnw

Enclosures

c: People's Counsel
Scott Hodgkins, 320 E. Towsontown Blvd, Towson, MD 21286

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: May 9, 2008

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

SUBJECT: Zoning Advisory Committee Meeting
For May 12, 2008
Item Nos. 08-504, 506, 507, 508, 509,
511, 512, 513, 515, 516, 517, and 519

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

DAK:CEN:lrk
ZAC-04092008-NO COMMENTS
cc: File



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

State Highway
Administration

John D. Porcari, Secretary
Neil J. Pedersen, Administrator

Maryland Department of Transportation

Date: May 5, 2008

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

RE: Baltimore County
Item No. 8-504SPH
1381 MAPLE AVENUE
LINDH 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. 8-504-SPH.

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,

For Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

My telephone number/toll-free number is _____

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

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

BW 5/19
9am

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: May 27, 2008

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

RECEIVED
MAY 28 2008

BY:

SUBJECT: Zoning Advisory Petition(s): **Case(s) 08-504- Special Hearing**

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer.

For further questions or additional information concerning the matters stated herein, please contact Dennis Wertz in the Office of Planning at 410-887-3480.

Prepared By:

Curtis Murray

Division Chief:
CM/LL

John L. L...

RE: PETITION FOR SPECIAL HEARING * BEFORE THE
1331 Maple Avenue; W/S Maple Avenue, *
185' NE of East Drive * ZONING COMMISSIONER
13th Election & 1st Councilmanic Districts *
Legal Owner(s): Hans Lindh * FOR
Petitioner(s) * BALTIMORE COUNTY
* 08-504-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
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of May, 2008, a copy of the foregoing Entry of Appearance was mailed to Scott Hodgkins, 320 E Towsontown Boulevard, Suite 100, Towson, Maryland 21204, Representative for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Code
Violation
Info.

March 31, 2008

Hans E. Lindh
722 Westhills Parkway
Baltimore, MD 21229

Re: #08-0833
1331 Maple Avenue
Baltimore, MD 21227

Dear Mr. Lindh:

Please be advised that a Code Enforcement Hearing has been rescheduled for Tuesday, April 29, 2008 at 9:00 a.m. in Room 116 of the County Office Building, 111 West Chesapeake Avenue, Towson, Maryland 21204. This Hearing is based on a civil citation issued with respect to certain violations concerning the above property. It is important that you appear for the hearing and state your side of the case. If you have any questions, please call Code Enforcement Inspector, Joseph Glorioso at 410-887-3351.

Sincerely,

June A Fisher
June A Fisher
Code Enforcement

C: Joseph Glorioso, Code Enforcement Inspector

Computer Notes
for 2007 &
copies of 2008
file. - Tom
can
1331 Maple Ave
Krystal

Baltimore ,Maryland 21228

Lead Investigators
Room 520
BGE Builders
P.O.Box 1475
Baltimore Maryland 21203

To Whom it May concern!

The following is an request to attempt to establish the original date the Gas supply to the property 1331 Maple avenue ,Baltimore ,Maryland 21227 was installed and divided up two meters and two accounts.

This is due to a zoning issuc, and attempt is to try to establish when the two apartments original were started to be used with separate meters.

The account # 30947-31506 1 FL
#67711-63249 2 FL

Sincerely
Hans E Lindh 
722 Westhills Parkway
Baltimore Maryland 21229
410-299-5675

cc Permits and Devel. Management
Code Inspections and Enforcement
County Office Building Tm 213
Towson Maryland 21204
Attention Mr Joe Glorioso
Case# 07-0398

Permits and Development Management
Code Inspections and Enforcement
County Office Building, Suite 213
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
Signs/Fences 410-887-3896

CODE ENFORCEMENT & INSPECTIONS CITATION

CASE NUMBER CF-0833	PROPERTY TAX ID 13 23 154180	ZONE DR
NAME(S): HANS E. LINDIK		
MAILING ADDRESS: 722 WESTHILLS PKWY		
CITY BALTIMORE, MD	STATE 21229	ZIP CODE
VIOLATION ADDRESS: 1331 HOLLY AVE		
CITY MARYLAND	STATE	ZIP CODE
VIOLATION DATES:		

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

**32-3-102, 602, 603, 32-4-114
402**

ILLEGAL CONVERSION OF DWELLING

NEW AMENDMENT

SECTION 102 THIS

CODE

Pursuant to Section 1-2-217, Baltimore County Code, civil penalty has been assessed, as a result of the violation(s) cited herein, in the amount indicated:

\$ **800.00**

A quasi-judicial hearing has been pre-scheduled in room 116, 111 W. Chesapeake Ave, Towson, Maryland, 21204, for:

DATE: **4/18/29, 10:00**

TIME: **9:00 A.M. / P.M.**

I do solemnly declare and affirm, under the penalty of perjury, that the contents stated above are true and correct to the best of my knowledge, information, and belief.

Inspector Printed Name:

J. S. [Signature] (7201250)

Inspector -

GLORIOSO

Case #	Location	Apt	Zip	Date Rec	Reinsp Dt
13 07-0398	1331 MAPLE AVE		21207	1/18/2007	3/27/2008

Tax Acct #: 1323154180

Owner: HANS E LINDH, 722 WESTHILLS PKWY, 21229

Complainant Name: (Last) COATES (First) JESSICA

Addr: 1327

MAPLE AVE

Str #

Dir

Street Name

Type

Apt

BALTIMORE

MD 21207

City

ST Zip

Phone: (Home) 410/737-0187 (Work)

Problem: 3 APTS IN A SINGLE FAMILY HOME, REOPEN - MOLD IN BSMT APT,
BRITTNEY GOODRIDGE, 443-709-0043

REOPEN - POLICE REPORT

Notes:

1/19/07, 3 SEPARATE APTS, SPOKE TO COMPL (MS COATES), OWNER, 410 299-5675, CORRECTION NOTICE MAILED TO OWNER, P/U 2/19/07, JG/CP

1/23/07, COMPL CALLED FOR UPDATE, INFORMED HER OF THE SYSTEM, OWNER PROBABLY JUST RECEIVED CORRECTION NOTICE, OWNER HAS UNTIL 2/19/07 TO CORRECT PROBLEM, TOLD HER THAT I WOULD KEEP HER UPDATED AS "THING HAPPEN!", JG/CP

1/24/07, VISIT AT REQUEST OF COMPL, WALKED ENTIRE PROP, EXPLAINED WHY CERTAIN ITEMS ARE NOT VIOLATIONS OR WHY SOME SITUATIONS ARE IN COMPLIANCE, JG/CP

2/20/07, NO ONE HOME & COMPL NOT HOME, SPOKE TO NEIGHBOR @ 1329 WHO BELIEVES THAT ONLY ONE APT IS OCCUPIED NOW, LEFT MESSAGE FOR COMPL/UPDATED HER, CALLED OWNER, LEFT MESSAGE, CORRECTION WILL POP UP, HAS VARIANCES, ETC, WILL FAX TO ME, JG/CP

2/27/07, REVISED CORRECTION MAILED TO REPLACE ORIGINAL NOTICE, LETTER OF EXPLANATION ENCLOSED, P/U 3/26/07, JG/CP

3/16/07, 2 APTS STILL OCCUPIED, JG/CP

3/30/07 OWNER MET WITH ZONING SCHEDULED HEARING FOR 4/11/07 JG/MK
***4/12/07, OWNER HAS FILED FOR PETITION FOR SPECIAL HEARING, LETTER FROM MCROBIE & SHAW/ATTORNEYS, P/U >>>>

U te	Closed Date		Gary F to update	
Anonymous Complaint	Complainant Updated	Updated by voice message	Unable to update	Update not necessary
		RATS	Yes	

1331 MAPLE AV

5/12/07, JG/CP***

5/15/07, NO DATE ASSIGNED FOR HEARING. P/U 5/29/07. JG/MK
 ***5/29/07-MR JOHN THOMAS (ATTORNEY) STILL WAITING FOR APPT WITH ZONING. HE WILL NOTIFY ME A
 SAP OF HEARING DATE. P/U 6/29/07. JG/AW***

10/26/07 REOPEN - MOLD IN BSMT APT /LMH

10/29/07, OBSERVED MOLD IN BSMT, OWNER IS AWARE OF THIS & HAS CONTACTED FIRM TO TREAT THE MOLD, ETC, ALSO HEARING FOR SPECIAL EXCEPTION, SPOKE TO TENANT WHO SAID THIS HAS BEEN TREATED, VERIFIED THIS WITH OWNER, PROP IN COMPLIANCE, CLOSE, JG/CP

***3/6/08,

REOPEN - PER POLICE REPORT (CLAIM 4 APARTMENTS), CITATION ISSUED W/ HEARING OF 4/3/08, NOTE - SPOKE TO OWNER'S ATTORNEY ATTEMPTED LAST YEAR TO CONVERT HOUSE TO 2 APARTMENTS, PAPERS SUPPLIED BY ZONING NOT "CORRECT" ACCORDING TO ZONING, REVERTED TO ONE-FAMILY PER 4 APARTMENTS CLAIM BY POLICE DEPT, HEARING SET FOR 4/3/08, P/U 3/27/08, JG/CJ***

***3/10/08 ON DOCKET FOR 4/3/08

8 /JF**.

3/27/08 Mr LINDA (OWNER) CALLED.

HE WAS SELECTED NEW ATTORNEY WHO IS VERY FAMILIAR WITH THIS TYPE OF "LAW." CHANGE HEARING DATE FROM 4/3/08 TO 4/29/08.

NEW ATTORNEY

BRUCE DSAK

410.823.4470

Pop up 4/15/08

COPY

J te		Closed Date		Gary F to update
Anonymous Complaint	Complainant Updated	Updated by voice message	Unable to update	Update not necessary
		RATS	Yes	



CODE ENFORCEMENT & INSPECTIONS CITATION

CASE NUMBER 08-0833	PROPERTY TAX ID 13 23 154180	ZONE DR
NAME(S): HANS E. LINDH		
MAILING ADDRESS: 722 WESTHILLS PKWY		
CITY BALTIMORE	STATE MD	ZIP CODE 21229
VIOLATION ADDRESS: 1331 MAPLE AV		
CITY MARYLAND	STATE MARYLAND	ZIP CODE
VIOLATION DATE(S):		

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

**32-3-102, 602, 603, 32-4-174
402**

ILLEGAL CONVERSION OF DWELLING

*NOTE: ORIGINAL
ATTORNEY NOT FAMILIAR
WITH THIS TYPE OF LPA
NEW ATTORNEY
SELECTED*

**NEW ATTORNEY
SELECTED FOR THIS
CASE**

Pursuant to Section 1-2-217, Baltimore County Code, civil penalty has been assessed, as a result of the violation(s) cited herein, in the amount indicated:

\$ **800.00**

A quasi-judicial hearing has been pre-scheduled in room 116, 111 W. Chesapeake Ave, Towson, Maryland, 21204, for:

DATE: **4/29/08**

TIME: **9:00 A.M.** / P.M.

I do solemnly declare and affirm, under the penalty of perjury, that the contents stated above are true and correct to the best of my knowledge, information, and belief.

Inspector Printed Name: **JOSEPH CLARIESO, Jr**

INSPECTOR SIGNATURE: **J. H. Blum**

PRINT NAME

AGENCY

Date:

Handwritten notes:
Personal letter
410-887-4470

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

In the Matter of:

Civil Citation No. 08-0833

Hans E. Lindh
722 West Hills Parkway
Baltimore MD 21229

1331 Maple Avenue

Respondent

FINDINGS OF FACT AND CONCLUSION OF LAW
FINAL ORDER OF THE CODE ENFORCEMENT HEARING OFFICER

This matter came before the Code Enforcement Hearing Officer for the Department of Permits and Development Management on April 29, 2008, for a hearing on a citation for violations under the Baltimore County Zoning Regulations §32-3-102, 602, 603; §32-4-114, 402 for illegal conversion to a two dwelling unit on property zoned DR 5.5 known as 1331 Maple Ave, 21227.

Pursuant to §3-6-205, Baltimore County Code, Code Enforcement issued a citation. The citation was legally served on the Respondent.

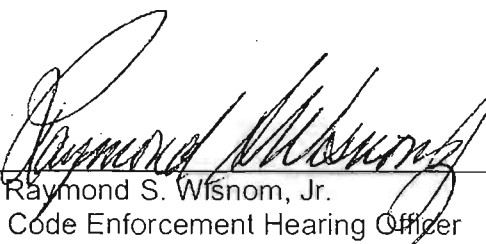
The citation proposed a civil penalty of \$800.00 (eight hundred dollars).

Mr. Lindh, Respondent appeared for the Hearing and testified.

J. Glorioso, Code Enforcement Officer presented the case for Baltimore County.

Bruce Doak submitted testimony that the respondent has filed for a Special Hearing to determine the use of the property. The case is 2008-05-04-SPH.

IT IS ORDERED by the Code Enforcement Hearing Officer this 30th day of April 2008 that case 08-0833 is hereby continued pending final decision of pending Special Hearing and any appeal thereto.

Signed: 

Raymond S. Wisnom, Jr.
Code Enforcement Hearing Officer

The violator is advised that pursuant to §3-6-301(a), Baltimore County Code, an appeal to the Baltimore County Board of Appeals may be taken within fifteen (15) days after the date of a final Order. §3-6-302(a)(b)(c)(d) requires the filing of a petition setting forth the grounds for appeal and a filing fee of \$150. The appellant is urged to read the requirements for the appeal petition. Security in the amount of the civil penalty must be posted with the Director.

RSW/cp



CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER 08-0833	PROPERTY TAX ID 13 23 154180	DATE ISSUED 21 7 108
NAME(S): Ann E. Lindh		
MAILING ADDRESS 722 Westhills Park		
CITY BALTO, MD.	STATE MD.	ZIP CODE 21227
VIOLATION ADDRESS 1331 Maple Av		
CITY BALTIMORE	STATE MARYLAND	ZIP CODE

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(1A04) ☐ 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 | ☐ 415A: License/ remove untagged recreation vehicle |
| ☐ 1B01.1: DR Zones-use regulations | ☐ 415A: Improperly parked recreation vehicle |
| ☐ 428: License/ Remove all untagged/ inoperative or damaged/ disabled motor vehicle(s) | ☐ 415A: One recreational vehicle per property |
| ☐ 1B01.1D: Remove open dump/ junk yard | ☐ 410: Illegal Class II structure facility |
| ☐ 431: Remove commercial vehicle(s) | ☐ 400: Illegal accessory structure placement. |
| ☐ 101; 102.1: Remove contractors equip. storage yard | ☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs |
| ☐ 101; 102.1; ZCPM: Cease service garage activities | ☐ 102.5: Residential site line violation /obstruction |
| ☐ 402: Illegal conversion of dwelling | ☐ 408B: Illegal rooming/ boarding house |
| ☐ 101; 102.1; ZCPM: Illegal home occupation | ☐ 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 | ☐ 35-2-301: Obtain building/ fence/ sign permit |
| ☐ 13-7-115: County to abate nuisance & lien costs | ☐ 18-2-601: Remove all obstruction(s) at street, alley, |
| ☐ 13-7-310: Remove all trash & debris from property | ☐ 13-7-310(2): Remove bird seed / other food for rats |
| ☐ 13-7-312: Remove accumulations of debris, materials, etc | ☐ 32-3-102: Violation of development plan/ site plan |
| ☐ 13-7-201(2): Cease stagnant pool water | ☐ 1BC 115; BCBC 115: Remove/ Repair unsafe |
| ☐ 12-3-106: Remove animal feces daily | structure board and secure all openings to premise |
| ☐ 35-5-208(a)(c): Seal exterior openings from rodents & pests | ☐ 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall |
| ☐ 13-4-201(b)(d): Store garbage in containers w/tight lids | 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)(2): Store all garbage in trash cans |
| ☐ 35-5-302(a)(3): Cease _____ infestation from prop. | ☐ 35-5-302(b)(1): Repair exterior structure |
| ☐ 35-5-302(b)(1)(2): Repair decorative trim, cornices, etc | ☐ 35-5-302(b)(1)(3): Repair exterior extensions |
| ☐ 35-5-302(b)(1)(4): Repair chimney & similar extensions | ☐ 35-5-302(b)(1)(5): Repair metal/wood surfaces |
| ☐ 35-5-302(b)(1)(6): Repair defective door(s) / window(s) | ☐ 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)(ii): Repair ext. walls / vertical members |
| ☐ 35-2-404(a)(1)(iii): Repair roof or horizontal members | ☐ 35-2-404(a)(1)(iv): Repair exterior chimney |
| ☐ 35-2-404(a)(1)(v): Repair ext. plaster or masonry | ☐ 35-2-404(a)(1)(vi): Waterproof walls/ roof /foundations |
| ☐ 35-2-404(a)(1)(vii): Repair exterior construction (see below) | ☐ 35-2-404(a)(1)(2): Remove trash, rubbish, & debris |
| ☐ 35-2-404(a)(1)(3): Repair /remove defective exterior sign(s) | ☐ 35-2-404(a)(4)(ii): Board & secure. Material to match building color of structure |

OTHER VIOLATIONS OR REMARKS:

SINGLE FAMILY DWELLING

1331 Maple Av

Mr Hans Lindt (owner)

the "Horse" Zenins (Jachuis)

ATTORNEY

Race Dock

410.823.4470

HEARING SCHEDULED

FOR 4/3/08

NEW HEARING 4/29/08



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286
Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

March 31, 2008

Hans Lindh
722 Westhills Parkway
Baltimore, MD 21229
410-299-5675 h / 410-744-9367 w

Subject: Proposal for Surveying Services
Preparation of a Zoning Survey and submittal
Apartments in the dwelling at 1331 Maple Avenue

Dear Mr. Lindh,

Gerhold, Cross & Etzel, Ltd. is presenting herein our proposal for surveying services in conjunction with the subject project. This proposal will only be valid if signed within sixty days from the above date.

SCOPE OF SERVICES:

Gerhold, Cross & Etzel, Ltd. is presenting herein our proposal for surveying services in conjunction with the subject project. This proposal will only be valid if signed within sixty days from the above date.

SCOPE OF SERVICES:

More particularly, the following services will be performed on the above captioned site.

- * Meeting with the client (based on 2 hours)
- * Deed research at the Baltimore County Record Office
- * Research into and acquire plans and maps from Baltimore County
- * Zoning Research at Baltimore County
- * Digitize from the published maps and plans the base information / revisions to the GIS info
- * Minimal field location of improvements on the subject property
- * Draft a Base Plan from the published plans and maps
- * Draft a Plat to Accompany a Zoning Hearing Petition
- * Write a zoning description
- * Draft the subject property onto the 200' scale zoning map
- * Attend the zoning submittal meeting (based on 1 hour)

Estimated cost: \$1900.00 to \$2400.00

Work will be limited to the above scope of services. Any additional work performed on this project will be invoiced at the below listed rates and performed only as requested by the Owner.

Z:\Business\Proposals\Contract\Lindh Maple zoning.doc

Extra work will be executed on a signed contract or verbal basis by the Client or the Client's representative only.

FEES AND PAYMENT:

Gerhold, Cross & Etzel, Ltd. will invoice our fees based on the actual hourly rate for technical personnel engaged directly in the performance of services at a rate of \$55.00 per hour for office staff and \$75.00 for services rendered by a Licensed Surveyor. Survey crew time will be billed at \$140.00 per hour for a two man crew and \$165.00 per hour for a three man crew. This time is port to port. Mileage will be billed at \$0.45 per mile and all other reimbursable expenses will be billed at the same cost as to our firm. This estimate does not include any County or City fees or fees for work performed by other professionals.

In addition, the Client shall reimburse our firm, upon demand, for all costs and expenses, including, without limitation, attorney's fees equal to 25% of the outstanding balance, incurred by or on behalf of our firm in collecting any past due amounts owing by the Client.

We will render our invoices on a monthly basis or as phases of the work progress. Said invoices will be due in full within 10 days from the date of the invoice. Payment of an outstanding invoice shall not be contingent on payment to the Client by a third party, financing or approval by a governing entity. If fees are not paid within 30 days, we reserve the right to pursue all appropriate remedies, including stopping work and retaining all drawings without recourse. If, at any time, an invoice remains unpaid for a period in excess of 60 days, a service charge of 1-1/2 percent, a maximum rate of 18 percent per annum will be charged on the unpaid amount as of the end of the month and each month thereafter, until the unpaid amount including service charges is paid in full. Any work stopped under these conditions may require either a re-initialization fee or a new proposal in order to continue. If there are any questions concerning an invoice or services rendered, the inquiry must be made in writing within 30 days from the date of the invoice. If the written inquiry is not made within 30 days from the date of the invoice, then the Client waives all rights concerning any discrepancies.

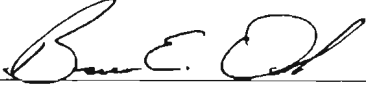
GENERAL PROVISIONS:

The Client may terminate the work under this contract at any time and be responsible only for the fee due to the point at which the termination is effective. The termination must be done in writing and provided to Gerhold, Cross & Etzel, Ltd.. Verification of receipt by Gerhold, Cross & Etzel, Ltd. of the termination letter is the responsibility of the Client. If the Client wishes to begin the work again, it may require either a re-initialization fee or a new proposal.

The Client agrees to hold Gerhold, Cross & Etzel, Ltd. harmless for any damages exceeding 150% of the compensation received for services performed under this contract.

If this proposal is satisfactory and acceptable and fully sets forth all terms of our understanding, please signify your acceptance by signing in the space provided below and return a copy to our office. This document will then constitute our complete contract.

Very truly yours,
GERHOLD, CROSS & ETZEL, LTD.
Registered Professional Land Surveyors

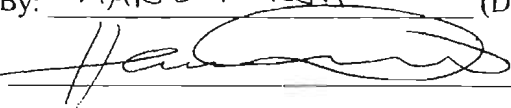

Bruce E. Doak
Principal

3/31/08
Date

ACCEPTANCE AS AN INDIVIDUAL:

I/We HANS LINDH, in consideration of the terms and conditions of the proposal which are fully set forth herein, do hereby accept this proposal as our complete agreement, and further agree to comply with all the covenants herein and also, at the above stated rates, do hereby authorize the performance of the following additional services circled below.

Accepted By: HANS LINDH (Date) 4/1/08

Signature:  (Seal)

Signature: _____ (Seal)

SERVICES NOT INCLUDED IN THIS PROPOSAL:

- * Boundary Survey of the subject property
- * Matters concerning utility and environmental issues

Each of the above services can be provided under a separate proposal requested by the client.

ADDITIONAL SERVICES THAT MAY BE DESIRED:

- | | |
|--|------------------|
| 1. Meetings | \$75.00 per hour |
| 2. Prepare for and attend the zoning hearing | \$75.00 per hour |

ACCEPTANCE OF THE PERFORMANCE OF ADDITIONAL SERVICES:

I/We HANS LINDH, in consideration of the terms and conditions of the proposal which are fully set forth herein and at the above stated rates, do hereby authorize the performance of the following additional services numbered above as _____.

Accepted By: HANS LINDH (Date) 4/1/08 (Seal)



Liaison and Investigations

P.O. Box 1475
Baltimore, Maryland 21203-1475

March 28, 2008

Hans Einar Lindh
722 WestHills Parkway
Baltimore, MD 21229

RE: Address: 1331 Maple Avenue
Baltimore, MD 21227

Dear Mr. Lindh:

Thank you for your recent inquiry. I have listed the available information below.

ADDRESS	Account NUMBER	Electric Meter NUMBER	Gas Meter Number	Date of Service
1331 Maple Ave *1 st Fl	30947-31506	G- 97997450	1121137	June 1, 1981
1331 Maple Ave *2 nd Fl	67711-63249	G- 97997087	1121138	October 1, 1981

If you have further questions, please contact me at 410-209-1593 or 1-800-685-C 123, extension 1593. I can be reached Monday through Friday from 8:00 A.M. to 4:00 P.M.

Sincerely,

Jacqueline Clark
Customer Accounts Specialist

HANS LINDH
722 WESTHILLS PKWY
BALTIMORE MD 21229

EquityLine

by **GMAC** Mortgage

122

53-292/113

Date

4/5/08

Pay to the
order of

Gerhold, Cross & Etzel Ltd

\$ 500⁰⁰

five hundred & no/100

Dollars



Security
Features
Details on
Back.

NOT VALID FOR LESS THAN \$250.00

Payable Through
Mellon Trust of New England, N.A.

For

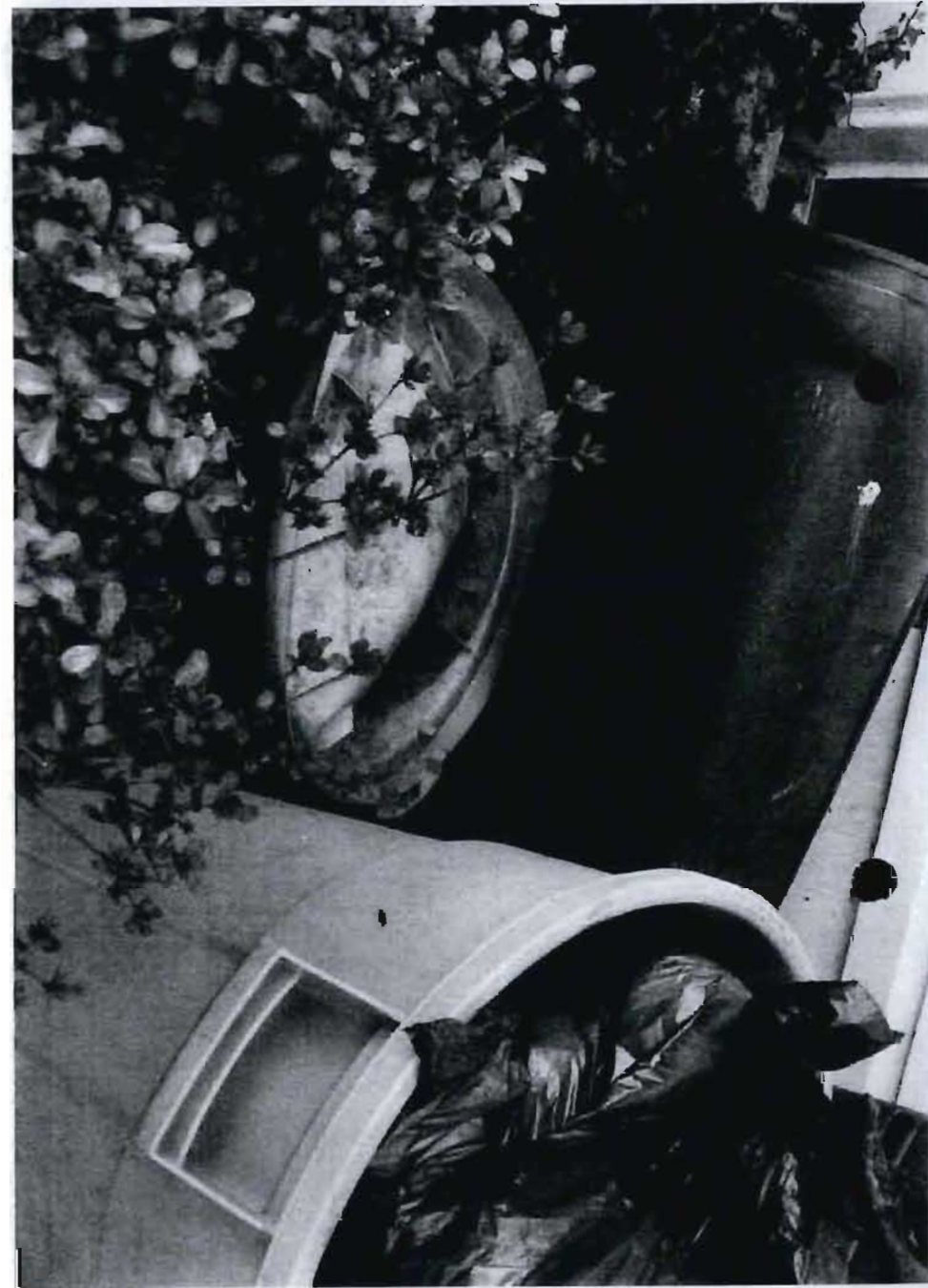
[Signature]

MP

1:01130292013110835902618110122

© HAMILTON LUMBER





PHONE DUTY INTAKE SHEET

Tuesday, February 05, 2008

INTAKE CP CASE # 08--0833 AREA 13 INSPECTOR: _____

PROBLEM jt&d, rats

VIOL. LOCATION 1331 Maple Ave

VIOL. ZIP 21227

COMPLAINANT NAME Michael Sansone

COMP. ADDRESS 1328 Maple Ave

COMPL. ZIP 21227

COMPL. PHONE (410) 242-1789

COMPL. WORK #: _____

EXT _____

OWNERS INFO/ NOTES

PREVIOUS CASE NUMBERS:

DATE: 02/05/2008 STANDARD ASS
TIME: 10:53:08
PROPERTY NO. DIST GROUP CLASS OCC.
13 23 154180 13 1-0 04-00 N
LINDH HANS E DES
DES
722 WESTHILLS PKWY PRE
BALTIMORE MD 21229-1117

03-4028
07-0398

☐ NCF
☒ REOPEN

=== COVER PAGE ===

TO: _____

FROM: ENVIRONMENTAL HEALTH

FAX: 4108873392

TEL: 4108874065

COMMENT:

prev
2/5/08
Dist. 13
08-0833

**BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT
ENVIRONMENTAL HEALTH SECTION**



COMPLAINT INVESTIGATION FORM

Record ID: CO0010180 Area: W01

Property Information

Property Name: Residential Property at:

FA:

Legal Address: 1331 Maple Ave

PR:

City, St, Zip: Halethorpe MD 21227

Phone:

Complainant: Michael Sansone

PE: 6504 Map Coordinate 42A9

Address: 1328 Maple Ave

Councilmanic District: 01

Status: B

City, St, Zip: Halethorpe MD 21227

Original Priority: 2 10 Days - Original Status

Work Phone: (410) 242-1789

Director Tracking Number:

Home Phone:

SSO Number of Gallons:

Received By: EE0000031 Rosalyn Noel

Date: 02/04/2008

Assigned To: EE0000061 Claudia Fischer

Date: 02/04/2008

Nature of Complaint: Trash junk and debris causing rats in this area.

Record ID: CO0010180 Area: W01

INVESTIGATION REPORT

Date:	
Time In:	
Time Out:	
Total Mins:	
Service Code:	
Result Code:	
Action Code:	
Status:	
Property/Properties Surveyed: _____	

Inspected By: _____

Name Title

C10 001690

RA1001B

DATE: 02/04/2008

STANDARD ASSESSMENT INQUIRY (1)

TIME: 11:39:39

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
--------------	------	-------	-------	------	----------	-----	-----------

13 23 154180	13	1-0	04-00	N	NO		01/02/08
--------------	----	-----	-------	---	----	--	----------

LINDH HANS E

DESC-1.. IMPSLT 147,148 PT 146

DESC-2.. ARBUTUS TERRACE

722 WESTHILLS PKWY

PREMISE. 01331 MAPLE

AVE

00000-0000

BALTIMORE

MD 21229-1117 FORMER OWNER: SPURGEON ROGER L

----- FCV ----- PHASED IN -----

	PRIOR	PROPOSED		CURR	CURR	PRIOR
LAND:	33,000	75,500		FCV	ASSESS	ASSESS
IMPV:	127,900	200,590	TOTAL..	237,692	237,692	199,296
TOTL:	160,900	276,090	PREF...	0	0	0
PREF:	0	0	CURT...	0	0	0
CURT:	0	0	EXEMPT.		0	0
DATE:	07/03	12/05				

---- TAXABLE BASIS ---- FM DATE

ASSESS: 237,692 12/06/06

ASSESS: 199,296

ASSESS: 0

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

PDM Enforce - Web-Code Enforcement Complaint

From: <webform@baltimorecountymd.gov>
To: <pdmenforce@baltimorecountymd.gov>
Date: 2/4/2008 7:41 PM
Subject: Web-Code Enforcement Complaint

Complaint Location: 1331 Maple Ave.
Halethorpe, Md. 21227
Single house zoned for two apartments but has three sets of renters.

Complaint Location Zip Code: 21227

Description of Problem: The tenants of the house across from me have consistantly stored the trash in the front of the house. It is constantly piled high for weeks at a time. They never use cans and it piles up against the house. We have asked them to place it on the curb numerous times with no luck. It is a disgusting eye sore that makes our neighborhood look horrible. Not only it is not pleasant to look at, there are now rats all over the street because of this. The rats can be seen running down the side of the house and back to the trash pile. From what I know, the house is only supposed to be zoned for two apartments. The landlord has three apartments in the house with all three occupied. This was supposed to come to an end this past year but he still continues to rent all three apartments out even after he was ordered not to. This also leads to an enormous amount of trash that builds up even faster in front of the house.

Email: lmsansone@comcast.net

Name: Michael Sansone

Address: 1328 Maple Ave.

Zip Code: 21227

Home Phone Number: 443-799-5595

Work Phone Number: 443-799-5595

Additional Information: If you could please respond to this we would all greatly appreciate it.
I have many pictures of the trash pile as well.

On behalf of the home owners on Maple Ave.,
Thank you.

prev
2/5/08
Dist 13

DATE: 02/05/2008

STANDARD ASSESSMENT INQUIRY (1)

TIME: 08:20:36

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
13 23 154180	13	1-0	04-00	N	NO		01/02/08

LINDH HANS E

DESC-1.. IMPSLT 147,148 PT 146

DESC-2.. ARBUTUS TERRACE

722 WESTHILLS PKWY

PREMISE. 01331 MAPLE

AVE

00000-0000

BALTIMORE

MD 21229-1117 FORMER OWNER: SPURGEON ROGER L

----- FCV -----	----- PHASED IN -----					
	PRIOR	PROPOSED		CURR	CURR	PRIOR
LAND:	33,000	75,500		FCV	ASSESS	ASSESS
IMPV:	127,900	200,590	TOTAL..	237,692	237,692	199,296
TOTL:	160,900	276,090	PREF...	0	0	0
PREF:	0	0	CURT...	0	0	0
CURT:	0	0	EXEMPT.		0	0

DATE: 07/03 12/05

----	TAXABLE BASIS	----	FM DATE
	ASSESS:	237,692	12/06/06
	ASSESS:	199,296	
	ASSESS:	0	

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

Case Entry/Update

Format : CASREC

Mode . . . : CHANGE

File : PDLV0001

Dt Rec: 1182007 Intake: LH Act: _____ Case #: 07-0398

Insp: GLORIOSO Insp Grp: ENF Insp Area: 13 Tax Acct: 1323154180

Address: 1331 MAPLE AVE Apt #: _____ Zip: 21207

Owner: HANS E LINDH, 722 WESTHILLS PKWY, 21229

Problem Descript.: 3 APTS IN A SINGLE FAMILY HOME, REOPEN - MOLD IN BSMT APT,
BRITTNEY GOODRIDGE, 443-709-0043

REOPEN - POLICE REPORT

Complainant Name (Last): COATES (First): JESSICA

Complainant Addr: 1327 MAPLE AVE

Complainant City: BALTIMORE State: MD Zip: 21207

Complainant Phone (H): 4107370187 (W): _____

Date of Reinspection: _____ Date Closed: _____ Delete Code (P): _

F3=Exit

F5=Refresh

F6=Select format

F9=Insert

F10=Entry

F11=Change

Case Entry/Update

Format : CASREC

Mode . . . : CHANGE

File : PDLV0001

Notes: ***1/19/07, 3 SEPARATE APTS, SPOKE TO COMPL (MS COATES), OWNER, 410 299-5675, CORRECTION NOTICE MAILED TO OWNER, P/U 2/19/07, JG/CP***

1/23/07, COMPL CALLED FOR UPDATE, INFORMED HER OF THE SYSTEM, OWNER PROBABLY JUST RECEIVED CORRECTION NOTICE, OWNER HAS UNTIL 2/19/07 TO CORRECT PROBLEM, TOLD HER THAT I WOULD KEEP HER UPDATED AS "THING" HAPPEN!, JG/CP

1/24/07, VISIT AT REQUEST OF COMPL, WALKED ENTIRE PROP, EXPLAINED WHY CERTAIN ITEMS ARE NOT VIOLATIONS OR WHY SOME SITUATIONS ARE IN COMPLIANCE, JG/CP

2/20/07, NO ONE HOME & COMPL NOT HOME, SPOKE TO NEIGHBOR @ 1329 WHO BELIEVES THAT ONLY ONE APT IS OCCUPIED NOW, LEFT MESSAGE FOR COMPL/UPDATED HER, CALLED OWNER, LEFT MESSAGE, CORRECTION WILL POP UP, HAS VARIANCES, ETC, WILL FAX TO ME, JG/CP

2/27/07, REVISED CORRECTION MAILED TO REPLACE ORIGINAL NOTICE, LETTER OF EXPLANATION ENCLOSED, P/U 3/26/07, JG/CP

3/16/07, 2 APTS STILL OCCUPIED, JG/CP

3/30/07 OWNER MET WITH ZONING SCHEDULED HEARING FOR 4/11/07 JG/MK

***4/12/07, OWNER HAS FILED FOR PETITION FOR SPECIAL HEARING, LETTER FROM MCROBI E & SHAW/ATTORNEYS, P/U >>>>

F3=Exit

F9=Insert

F5=Refresh

F10=Entry

F6=Select format

F11=Change

Format : CASREC

File : PDLV0001

[illegible]

F11=Change

Case Entry/Update

Format : CASREC

Mode : CHANGE

File : PDLV0001

Notes 3: FAMILIAR WITH THIS TYPE OF "LAW", CHANGE HEARING DATE FROM 4/3/08 TO 4/29/08, NEW ATTORNEY:BRUCE DOAK 410-823-4470, P/U 4/15/08, JG/CJ***

4/16/08, SCOTT HOPKINS (LAND SERVEYORS) IS WORKING ON PRESENTATION, SHOULD BE COMPLETE, 4/24/08, HEARING SCHEDULED 4/29/08, P/U 4/22/08, JG/CW

4/24/08 SPOKE TO MR. LUNDER'S "AGENT" WHO HAS WORKED ON THIS CASE, (MS SCOTT HOPKINS 410-823-4470) WILL REPRESENT OWNER AT HEARING 4/29/08, P/U 5/6/08, JG/CW

5/7/08, HEARING HELD 4/29/08, ORDER BY HEARING OFFICER, SUSPENDED UNTIL OWNER RESEARCHES HISTORY OF PROP & AND DETERMINES IF 2 APTS ARE ALLOWED, JG/CP

F3=Exit

F9=Insert

F5=Refresh

F10=Entry

F6=Select format

F11=Change

IMPORTANT MESSAGE

FOR Bill

DATE 7-14 TIME 1:52 P.M.

M Mrs. Smith (Betty)

OF Maple Ave.

PHONE 410. 242. 7971

AREA CODE

NUMBER

EXTENSION

☐ FAX

☐ MOBILE

AREA CODE

NUMBER

TIME TO CALL

Blw Noon + 4:30 everyday
after 3:30 today

TELEPHONED	☒	PLEASE CALL	☒
CAME TO SEE YOU	☐	WILL CALL AGAIN	☐
WANTS TO SEE YOU	☐	RUSH	☐
RETURNED YOUR CALL	☐	SPECIAL ATTENTION	☐

MESSAGE You spoke to her

neighbor earlier today & you

mentioned that Mrs. Smith

wrote a ltr. (notarized) about

the use of apt. ... She wants

this info. to remain

SIGNED Anonymous.



FORM 3002P
MADE IN U.S.A.

From: Debra Wiley
To: coates_jessica@yahoo.com
Date: 07/22/08 3:46:36 PM
Subject: Re: 1331 Maple Avenue

Bie -
F41

I will let Commissioner Wiseman know your intentions. Thanks.

Debbie Wiley
Legal Administrative Secretary
Office of the Zoning Commissioner
105 West Chesapeake Avenue, Suite 103
Towson, Md. 21204
410-887-3868
410-887-3468 (fax)
dwiley@baltimorecountymd.gov

Des

>>> Jessica Coates <coates_jessica@yahoo.com> 07/22/08 3:44 PM >>>

I guess i do not have anything further at this time. I would appreciate it if you could keep it open until the end of this week maybe i could convince my neighbor to put a letter in by then. Thanks again
Jessica Coates

--- On Tue, 7/22/08, Debra Wiley <dwiley@baltimorecountymd.gov> wrote:

From: Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: Re: 1331 Maple Avenue
To: coates_jessica@yahoo.com
Date: Tuesday, July 22, 2008, 2:36 PM

Hi Ms. Coates,

In response to your email, I have passed your information to Commissioner Wiseman and he's asking if you have any further evidence to provide. If so, we will wait as promised til August 1st. If not, then he can start working on issuing his Order. Unfortunately, we cannot address "hearsay or gossip" issues nor can we telephone anyone to discuss Ms. Smith's letter. As far as your questions about the third basement, etc., these will be addressed once his Order is completed. We're really not at liberty to talk about pending issues until the Order is released. Thanks for your understanding.

Debbie Wiley
Legal Administrative Secretary
Office of the Zoning Commissioner
105 West Chesapeake Avenue, Suite 103
Towson, Md. 21204
410-887-3868
410-887-3468 (fax)
dwiley@baltimorecountymd.gov

>>> Jessica Coates <coates_jessica@yahoo.com> 07/22/08 1:29 PM

From: Debra Wiley
To: coates_jessica@yahoo.com
Date: 07/22/08 2:36:05 PM
Subject: Re: 1331 Maple Avenue

Hi Ms. Coates,

In response to your email, I have passed your information to Commissioner Wiseman and he's asking if you have any further evidence to provide. If so, we will wait as promised til August 1st. If not, then he can start working on issuing his Order. Unfortunately, we cannot address "hearsay or gossip" issues nor can we telephone anyone to discuss Ms. Smith's letter. As far as your questions about the third basement, etc., these will be addressed once his Order is completed. We're really not at liberty to talk about pending issues until the Order is released. Thanks for your understanding.

Debbie Wiley
Legal Administrative Secretary
Office of the Zoning Commissioner
105 West Chesapeake Avenue, Suite 103
Towson, Md. 21204
410-887-3868
410-887-3468 (fax)
dwiley@baltimorecountymd.gov

>>> Jessica Coates <coates_jessica@yahoo.com> 07/22/08 1:29 PM >>>

Hello, Ms.Wiley

Can you please pass this info along to the commissioner.

This is Jessica Coates and this is in reference to the above address/zoning issue. I was told by my neighbor that a notarised letter came in from a Ms.Betty Smith at 1325 Maple Avenue stating there had always been apartments. Well there is 3 apartments and the third was added in the 1990's by the previous owners, i have spoken to them several times. they have been trying to help me track down the owners prior to them. As you can guess no luck.

According to the Neighbor Ms.Sharon Murphy at 1329 Maple, she said Betty did not write any letter the first time or this time. I don't think she did either, i think Hans is tricky and probably forged it.I know this is just gossip but a simple phone call to her could put my hunch to rest. Her number per 411 is (410)242-7971. Maybe you could call and verify that she did actually send it, it is not hard to get something false notarised.

I have tried to get some of the older neighbors to send in a letter saying that Ms.Bertha Weber lived there alone for many years as Ms. Sharon Murphy has stated so many times before. I don't know if they will or not but i officially give up! I can't do any more. Maybe Ms. Murphy will come through???

My last and only question is this? How long before that third basement apartment that the (commissioner said had to be gone immediatly) will actually be gone? He still has all three units full and he should only have 2. He knew he wasn't supposed to have 3 all this time and he did anyway and he deffently knows now and still has it. When will he have to get rid of it? Sorry for going on and on please let me know about the Betty thing and the 3rd apartment when you can.

jessica coates

--- On Wed, 7/9/08, Debra Wiley <dwiley@baltimorecountymd.gov> wrote:

From: Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: 1331 Maple Avenue
To: coates_jessica@yahoo.com
Date: Wednesday, July 9, 2008, 12:44 PM

Good Afternoon,

Since Commissioner Wiseman has just returned from out of the country, he's asked me to reply to your 7/9/08 e-mail on his behalf. He wanted me to let you know that he did receive your letter dated July 1st and has had an opportunity to review it.

He also wanted me to give you the following information from the Baltimore County Zoning Regulations (B.C.Z.R.). Specifically, Section 104.1 which states:

"A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate. [Bill Nos. 18-1976; 124-1991]"

In other words, the property must have been used as a two-family house containing two dwelling units each since the mid 1950's without any abandonment or discontinuance of such a nonconforming use for longer than one year. In other words, if the property was used as a single family home after 1955 or the two apartment use if in effect was later terminated for a year or so it could not be rightfully be returned to apartment use again.

In considering the number of police dispatched calls to the property and the difficulty in finding a person who has knowledge about the use of the property, Mr. Wiseman will continue to leave the record open until August 1st, 2008.

Thanks and have a great day !

Debbie Wiley
Legal Administrative Secretary
Office of the Zoning Commissioner
105 West Chesapeake Avenue, Suite 103
Towson, Md. 21204
410-887-3868
410-887-3468 (fax)
dwiley@baltimorecountymd.gov

Debra Wiley - Re: 1331 Maple Avenue

From: Jessica Coates <coates_jessica@yahoo.com>
To: Debra Wiley <dwiley@baltimorecountymd.gov>
Date: 07/09/08 1:40 PM
Subject: Re: 1331 Maple Avenue

Hello, Ms. Wiley

Sorry to bother you again, Hans since purchasing the property has used it as a 3 unit dwelling knowing he was not supposed to. I remember the first time over 1 year ago, Mr. Joe Glorryiso said he could not keep it and it was not zoned for that and he did anyway. At the hearing last month Mr. Wiseman said that apartment was to be immediatly terminiated as a third apatment and Hans still has the tentants living there, as well as the trash kept witout lids in the front yard. My question is this, how long does he have to move them out of the basement apartment? Is it 30 days from the hearing or less or more? Just get back to me whenever you can, thanks again for your help.

jessica Coates

--- On Wed, 7/9/08, Debra Wiley <dwiley@baltimorecountymd.gov> wrote:

From: Debra Wiley <dwiley@baltimorecountymd.gov>
 Subject: 1331 Maple Avenue
 To: coates_jessica@yahoo.com
 Date: Wednesday, July 9, 2008, 12:44 PM

Good Afternoon,

Since Commissioner Wiseman has just returned from out of the country, he's asked me to reply to your 7/9/08 e-mail on his behalf. He wanted me to let you know that he did receive your letter dated July 1st and has had an opportunity to review it.

He also wanted me to give you the following information from the Baltimore County Zoning Regulations (B.C.Z.R.). Specifically, Section 104.1 which states:

"A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate. [Bill Nos. 18-1976; 124-1991]"

In other words, the property must have been used as a two-family house containing two dwelling units each since the mid 1950's without any abandonment or discontinuance of such a nonconforming use for longer than one year. In other words, if the property was used as a single family home after 1955 or the two apartment use if in effect was later terminated for a year or so it could not be rightfully be returned to apartment use again.

In considering the number of police dispatched calls to the property and the difficulty in finding a person who has knowledge about the use of the property, Mr. Wiseman will continue to leave the record open until August 1st, 2008.

Thanks and have a great day !

Debra Wiley - Re: 1331 Maple Avenue

From: Jessica Coates <coates_jessica@yahoo.com>
To: Debra Wiley <dwiley@baltimorecountymd.gov>
Date: 07/09/08 1:24 PM
Subject: Re: 1331 Maple Avenue

Ok, thank you so much, i did track down the owners who had it before the current owner "Hans "and they used it as a single family dwelling for many years and then decided to rent it out later. I spoke with them but only to see if they knew when the apartmant was added. If i get them to verify or write a certified letter stating it was used a single family dwelling when they had it in the 1990's would that work? I also know for a fact that the older women Bertha Weber who owned it before 1990 lived there alone, I am trying to find her two daughters now to verify that, that is why i needed some more time. Now that I know that other information it will make this easier. Thanks again, for your help and getting back to me so quickly. *yes*

jessica

--- On Wed, 7/9/08, Debra Wiley <dwiley@baltimorecountymd.gov> wrote:

From: Debra Wiley <dwiley@baltimorecountymd.gov>
 Subject: 1331 Maple Avenue
 To: coates_jessica@yahoo.com
 Date: Wednesday, July 9, 2008, 12:44 PM

Good Afternoon,

Since Commissioner Wiseman has just returned from out of the country, he's asked me to reply to your 7/9/08 e-mail on his behalf. He wanted me to let you know that he did receive your letter dated July 1st and has had an opportunity to review it.

He also wanted me to give you the following information from the Baltimore County Zoning Regulations (B.C.Z.R.). Specifically, Section 104.1 which states:

"A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate. [Bill Nos. 18-1976; 124-1991]"

In other words, the property must have been used as a two-family house containing two dwelling units each since the mid 1950's without any abandonment or discontinuance of such a nonconforming use for longer than one year. In other words, if the property was used as a single family home after 1955 or the two apartment use if in effect was later terminated for a year or so it could not be rightfully be returned to apartment use again.

In considering the number of police dispatched calls to the property and the difficulty in finding a person who has knowledge about the use of the property, Mr. Wiseman will continue to leave the record open until August 1st, 2008.

Thanks and have a great day !

Debbie Wiley

From: Debra Wiley
To: bdoak@gcelimited.com; hlindh@comcast.net
Date: 07/09/08 12:52:57 PM
Subject: 1331 Maple Avenue - Case No. 2008-0504-SPH

Good Afternoon Gentlemen,

Since Commissioner Wiseman has just returned from out of the country, he's asked me to forward you this e-mail on his behalf.

By virtue of the number of police calls and a request of some of those that attending the hearing, Mr. Wiseman has decided to leave the record open until August 1st, 2008.

Thanks and have a good day !

Debbie Wiley
Legal Administrative Secretary
Office of the Zoning Commissioner
105 West Chesapeake Avenue, Suite 103
Towson, Md. 21204
410-887-3868
410-887-3468 (fax)
dwiley@baltimorecountymd.gov

From: Debra Wiley
To: coates_jessica@yahoo.com
Date: 07/09/08 12:44:45 PM
Subject: 1331 Maple Avenue

Good Afternoon,

Since Commissioner Wiseman has just returned from out of the country, he's asked me to reply to your 7/9/08 e-mail on his behalf. He wanted me to let you know that he did receive your letter dated July 1st and has had an opportunity to review it.

He also wanted me to give you the following information from the Baltimore County Zoning Regulations (B.C.Z.R.). Specifically, Section 104.1 which states:

"A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate. [Bill Nos. 18-1976; 124-1991]"

In other words, the property must have been used as a two-family house containing two dwelling units each since the mid 1950's without any abandonment or discontinuance of such a nonconforming use for longer than one year. In other words, if the property was used as a single family home after 1955 or the two apartment use if in effect was later terminated for a year or so it could not be rightfully be returned to apartment use again.

In considering the number of police dispatched calls to the property and the difficulty in finding a person who has knowledge about the use of the property, Mr. Wiseman will continue to leave the record open until August 1st, 2008.

Thanks and have a great day !

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410-887-3468 (fax)
dwiley@baltimorecountymd.gov

BALTIMORE COUNTY ZONING REGULATIONS 1998 Edition Updated 02-25-2008, v19**THE REGULATIONS****ARTICLE 1, GENERAL PROVISIONS**

Section 101A, Critical Area Definitions [Bill Nos. 32-1988; 9-1996EN]

Section 104, Nonconforming Uses [BCZR 1955]

104.1 A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate. [Bill Nos. 18-1976; 124-1991]

104.2 A structure damaged to any extent or destroyed by fire or other casualty may be restored within two years after such destruction or damage but may not be enlarged. In the case of residentially used structures which are nonconforming in density, the number of dwelling units or density units rebuilt may be equal to but may not exceed the number of units which existed before the casualty. [Bill No. 124-1991]

104.3 No nonconforming building or structure and no nonconforming use of a building, structure or parcel of land shall hereafter be extended more than 25% of the ground floor area of the building so used. This provision does not apply to structures or uses restored pursuant to Section 104.2, except as authorized by the Zoning Commissioner pursuant to Section 307. [Bill No. 124-1991]

104.4 Exception. Any contrary provision of these regulations notwithstanding, an office building that was authorized by grant of a special exception and that becomes damaged to any extent or destroyed by casualty may be fully restored in accordance with the terms of the special exception. [Bill Nos. 167-1980; 124-1991]

104.5 Any use which becomes or continues to be nonconforming which exists within the Chesapeake Bay Critical Area on or after the effective date of this section is subject to the provisions of Sections 104.1, 104.2 and 104.3 and to the variance provisions and procedures of § 32-4-231, § 33-2-205, or § 33-2-603 of the Baltimore County Code, whichever is or are applicable. [Bill Nos. 32-1988; 124-1991; 9-1996; 137-2004]

104.6 A striptease business lawfully operating prior to the effective date of this legislation ^{EN} that is in violation of the requirements contained herein shall be deemed a nonconforming use. A striptease business which is a nonconforming use:

A. Shall be permitted to continue for a period not to exceed one year, unless sooner terminated for any reason or voluntarily discontinued for a period of thirty days or more; and

B. Shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. [Bill No. 137-1990]

104.7 Notwithstanding the provisions of this section, nonconforming signs are subject to Section 450.8.C. [Bill No. 89-1997]

104.8 After notice and hearing, the Zoning Commissioner may terminate a nonconforming use and require the use to revert to a use allowed under the existing zoning classification if the hearing officer has previously determined, after a code enforcement hearing under Article 3, Title 6 of the Code: [Bill No. 105-2006]

A. That the owner, tenant or entity having control of the land or use is in violation of the County Code, as defined in Article 3, and that the violation is continuing; or

B. That the owner, tenant or entity having control of the land or use is in violation of the County Code

Bill Wiseman - Fw: 1331 Maple Avenue

From: Jessica Coates <coates_jessica@yahoo.com>
To: <wwiseman@baltimorecountymd.gov>
Date: 07/09/08 10:22 AM
Subject: Fw: 1331 Maple Avenue

--- On Wed, 7/9/08, Jessica Coates <coates_jessica@yahoo.com> wrote:

From: Jessica Coates <coates_jessica@yahoo.com>
 Subject: 1331 Maple Avenue
 To: wwiseman@balitmorecountymd.gov
 Date: Wednesday, July 9, 2008, 10:21 AM

Hello, Commissioner Wiseman,

This is Jessica Coates, i wrote you a letter that I attatched to the police dispatch log for the 1331 Maple Avenue, Baltimore, MD 21227. I was wondering if you received it and if you **are** going to allow me the time to get the information i need about the apartment. How will i know **when** you make your decision, will it be posted on your website or should i call? I am really sorry to be a pest i am anticipating the results. If you have recieved my letter then can i remind you or ask you again to please not put it with the public file. Thank you sir, and I hope you have a good afternoon 😊

Jessica Coates

410-737-0187

104.1 - Must have been
 used as a two-family house containing two
 dwelling units each since the mid 1950's with out
 Debbie - lets talk
 before I reply to m's Coates.
 any abandonment or discontinuance
 of such a nonconforming use for a longer
 than one year. In other words of the property
 Thanks
 was used as a single family home after 1955 or the

From: "LSP Baltimore Maintenance Dept." <mainbaltimore@littlesistersofthepoor.org>
To: Carl Koprowicz <ckoprowicz@baltimorecountymd.gov>
Date: 06/26/08 10:45:07 AM
Subject: Case number 2008-0504-SPH

Dear Sir .

I have by the Zoning Commissioner been requested to get the Police calls record for the property on 1331 Maple Ave ,Baltimore ,Md 21227,for the time period of two years.This is due to a re-Zoning of the reference property.The records can be sent to ;Hans Lindh 722 Westhills Parkway

Baltimore ,Maryland 21229 E-mail ; hlindh@comcast.net
or directly to the Zoning Commissioner; William J. Wiseman III
Baltimore County
Zoning Commissioner's Office
105 West Chesapeake Ave ,
Suite 103
Towson ,Maryland 21204 .
wwiseman@baltimorecountymd.gov

CC: William Wiseman <wwiseman@baltimorecountymd.gov>

CASE NAME LINDA
CASE NUMBER 08-0504-SPL
DATE 6/19/08

[illegible]

CASE NAME Finch
CASE NUMBER 2008-0504-SP1
DATE 6-19-08

CASE NAME Finch
CASE NUMBER 2008-0504-SP1
DATE 6-19-08

[illegible]



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
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Account Identifier: District - 13 Account Number - 1323154180

Owner Information

Owner Name:	LINDH HANS E	Use:	RESIDENTIAL
Mailing Address:	722 WESTHILLS PKWY BALTIMORE MD 21229-1117	Principal Residence:	NO
		Deed Reference:	1) /18287/ 251 2)

Location & Structure Information

Premises Address	Legal Description
1331 MAPLE AVE	LT 147,148 PT 146 1331 MAPLE AVE ARBUTUS TERRACE

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
101	23	1102					147	1	Plat Ref: 7/ 17

Special Tax Areas

Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1942	1,747 SF	5,500.00 SF	04
Stories	Basement	Type	Exterior
2	YES	STANDARD UNIT	SIDING

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2007	07/01/2007	07/01/2008
Land	33,000	75,500		
Improvements:	127,900	200,590		
Total:	160,900	276,090	199,296	237,692
Preferential Land:	0	0	0	0

Transfer Information

Seller: SPURGEON ROGER L	Date: 06/26/2003	Price: \$165,000
Type: IMPROVED ARMS-LENGTH	Deed1: /18287/ 251	Deed2:
Seller: WEBER BERTHA M	Date: 05/28/1981	Price: \$58,000
Type: IMPROVED ARMS-LENGTH	Deed1: / 6292/ 7	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

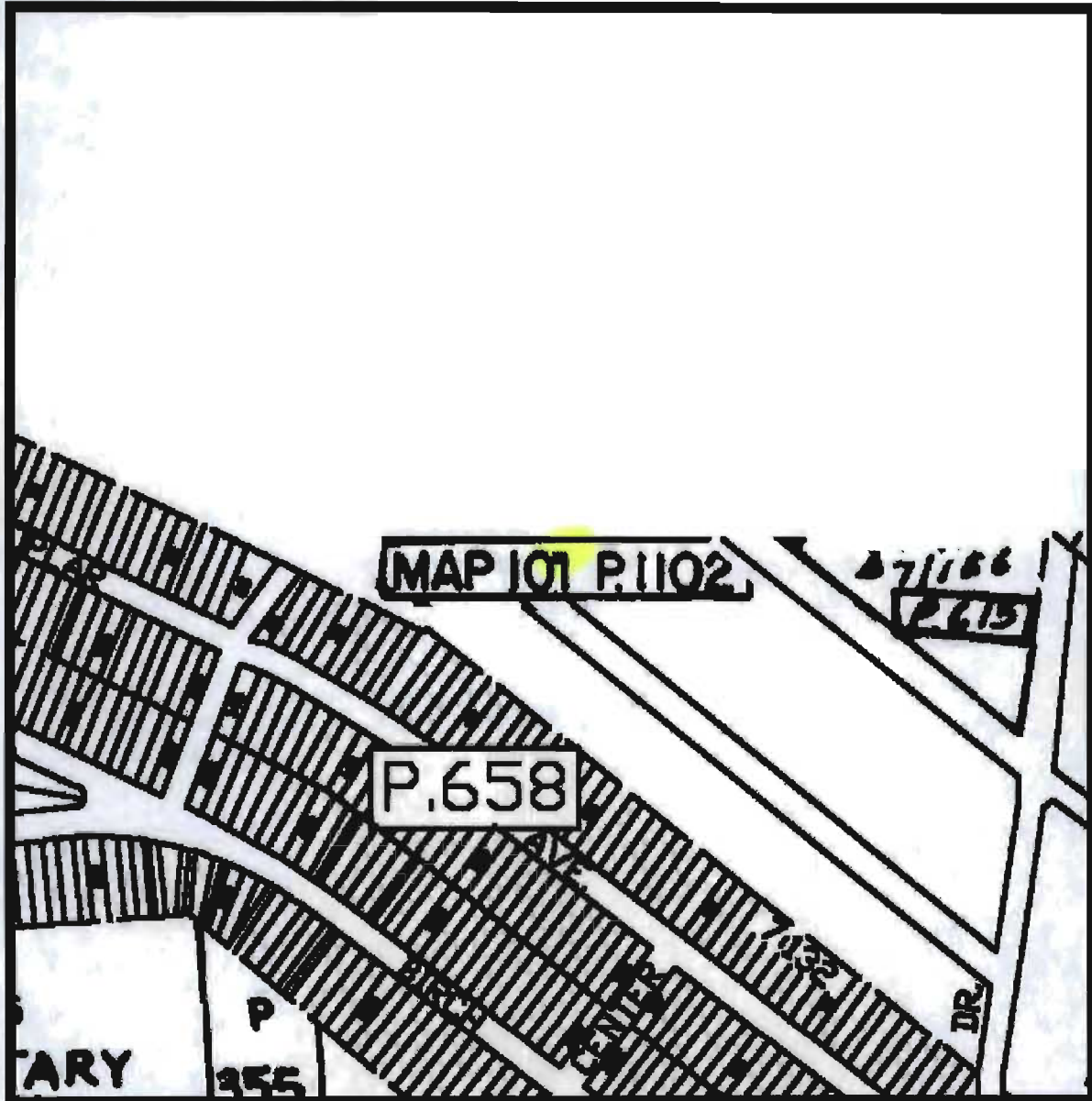
Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
 * NONE *



District - 13 Account Number - 1323154180



Property maps provided courtesy of the Maryland Department of Planning ©2004.
For more information on electronic mapping applications, visit the Maryland Department of Planning web
site at www.mdp.state.md.us/tax_mos.htm





Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search (2007 vw3.1)

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Account Identifier: District - 13 **Account Number -** 1312400760

Owner Information

Owner Name: COATES JOSEPH C,JR
 COATES JESSICA
Use: RESIDENTIAL
Principal Residence: YES
Mailing Address: 1327 MAPLE AVE
 BALTIMORE MD 21227-2610
Deed Reference: 1)
 2)

Location & Structure Information

Premises Address

1327 MAPLE AVE

Legal Description

LT 151,152,153
 1327 MAPLE AVE SS
 ARBUTUS TERRACE

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
101	23	1102					151	1	Plat Ref: 7/ 17

Special Tax Areas
 Town
 Ad Valorem
 Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1942	1,452 SF	6,540.00 SF	04

Stories	Basement	Type	Exterior
2	YES	STANDARD UNIT	ASBESTOS SHINGLE

Value Information

	Base Value	Value As Of 01/01/2007	Phase-in Assessments As Of 07/01/2007	As Of 07/01/2008
Land	34,040	76,540		
Improvements:	122,760	199,590		
Total:	156,800	276,130	196,576	236,352
Preferential Land:	0	0	0	0

Transfer Information

Seller: COATES JOSEPH C,JR	Date: 07/20/2004	Price: \$0
Type: NOT ARMS-LENGTH	Deed1:	Deed2:
Seller: FRITZ ERIC C	Date: 01/15/2003	Price: \$157,500
Type: IMPROVED ARMS-LENGTH	Deed1: /17383/ 165	Deed2:
Seller: POPE GAY M	Date: 06/22/2001	Price: \$139,900
Type: IMPROVED ARMS-LENGTH	Deed1: /15326/ 614	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO

Exempt Class:

Special Tax Recapture:

* NONE *



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
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Account Identifier: District - 13 Account Number - 1311470040

Owner Information

Owner Name:	BROWN DENNIS WAYNE,SR BROWN MARGARET E	Use:	RESIDENTIAL
Mailing Address:	1316 MAPLE AVE BALTIMORE MD 21227-2609	Principal Residence:	YES
		Deed Reference:	1) /18295/ 322 2)

Location & Structure Information

Premises Address	Legal Description
1316 MAPLE AVE	LT 112,113 1316 MAPLE AVE ARBUTUS TERRACE

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
101	23	1102					112	1	
									Plat Ref: 7/ 17

Special Tax Areas

Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1939	1,592 SF	4,200.00 SF	04

Stories	Basement	Type	Exterior
2	YES	STANDARD UNIT	ASBESTOS SHINGLE

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2007	07/01/2007	07/01/2008
Land	25,200	63,000		
Improvements:	125,480	202,920		
Total:	150,680	265,920	189,093	227,506
Preferential Land:	0	0	0	0

Transfer Information

Seller: BROWN DENNIS WAYNE,SR/MARGARET E	Date: 06/27/2003	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: /18295/ 322	Deed2:
Seller: STRAYER LEE W	Date: 10/14/1997	Price: \$131,000
Type: IMPROVED ARMS-LENGTH	Deed1: /12436/ 436	Deed2:
Seller: KLEIN JOSEPH	Date: 06/29/1984	Price: \$67,900
Type: IMPROVED ARMS-LENGTH	Deed1: / 6745/ 720	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO

Exempt Class:

Special Tax Recapture:

* NONE *



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
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Account Identifier: District - 13 Account Number - 1312200080

Owner Information

Owner Name: SANSONE MICHAEL C **Use:** RESIDENTIAL
Principal Residence: YES
Mailing Address: 1328 MAPLE AVE **Deed Reference:** 1) /24181/ 310
 HALETHORPE MD 21227-2609 2)

Location & Structure Information

Premises Address **Legal Description**
 1328 MAPLE AVE LTS 126-129
 1328 MAPLE AVE
 ARBUTUS TERRACE

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
101	23	1102					126	1	Plat Ref: 7/ 17

Special Tax Areas **Town**
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1942	1,918 SF	8,400.00 SF	04

Stories	Basement	Type	Exterior
1 1/2	YES	STANDARD UNIT	SIDING

Value Information

	Base Value	Value	Phase-in Assessments		
		As Of	As Of	As Of	
		01/01/2007	07/01/2007	07/01/2008	
Land	34,850	77,350			
Improvements:	100,200	161,860			
Total:	135,050	239,210	169,770	204,490	
Preferential Land:	0	0	0	0	

Transfer Information

Seller: NIERWIENSKI MARTIN S	Date: 07/20/2006	Price: \$245,000
Type: IMPROVED ARMS-LENGTH	Deed1: /24181/ 310	Deed2:
Seller: HUNTSBERGER ROBERT S,SR	Date: 07/13/1999	Price: \$104,900
Type: NOT ARMS-LENGTH	Deed1: /13890/ 658	Deed2:
Seller: LEONARD KENNARD L,ET AL	Date: 03/03/1989	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: / 8117/ 217	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO

Exempt Class:

Special Tax Recapture:

* NONE *



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
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Account Identifier: District - 13 Account Number - 1313855050

Owner Information

Owner Name:	MURPHY SHARON	Use:	RESIDENTIAL
Mailing Address:	1329 MAPLE AVE BALTIMORE MD 21227-2610	Principal Residence:	YES
		Deed Reference:	1) /17819/ 171 2)

Location & Structure Information

Premises Address	Legal Description
1329 MAPLE AVE	LT 149,150 1329 MAPLE AVE ARBUTUS TERRACE

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
101	23	1102					149	1	Plat Ref:

Special Tax Areas

Town	
Ad Valorem	
Tax Class	

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1941	1,268 SF	4,400.00 SF	04
Stories	Basement	Type	Exterior
1 1/2	YES	STANDARD UNIT	SIDING

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2007	07/01/2007	07/01/2008
Land	26,400	66,000		
Improvements:	68,670	139,840		
Total:	95,070	205,840	131,993	168,916
Preferential Land:	0	0	0	0

Transfer Information

Seller: MURPHY SHARON	Date: 04/09/2003	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: /17819/ 171	Deed2:
Seller: MURPHY DONALD	Date: 10/09/1998	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: /13207/ 18	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

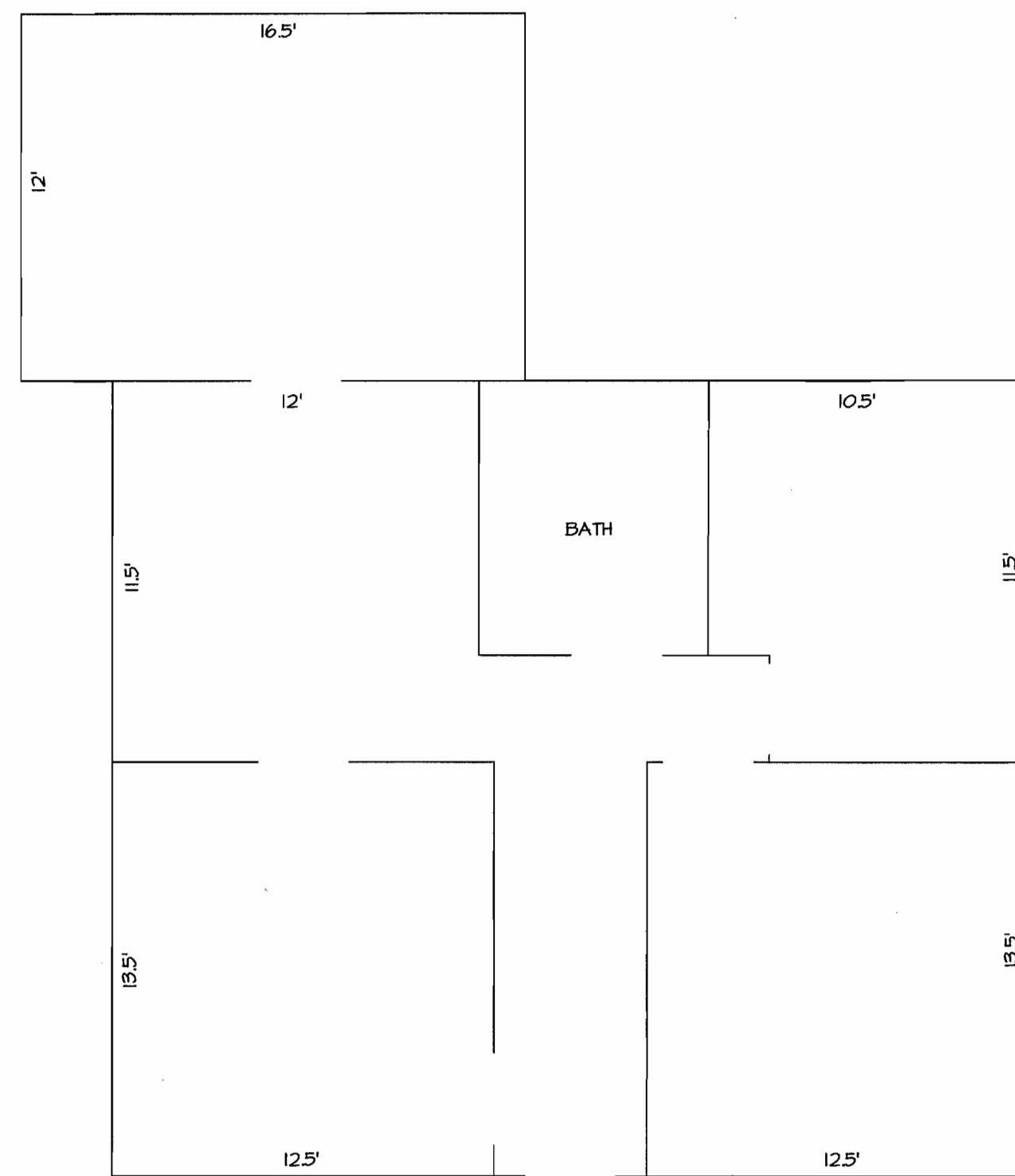
Special Tax Recapture:
 HOMEOWNERS TAX CREDIT

7331

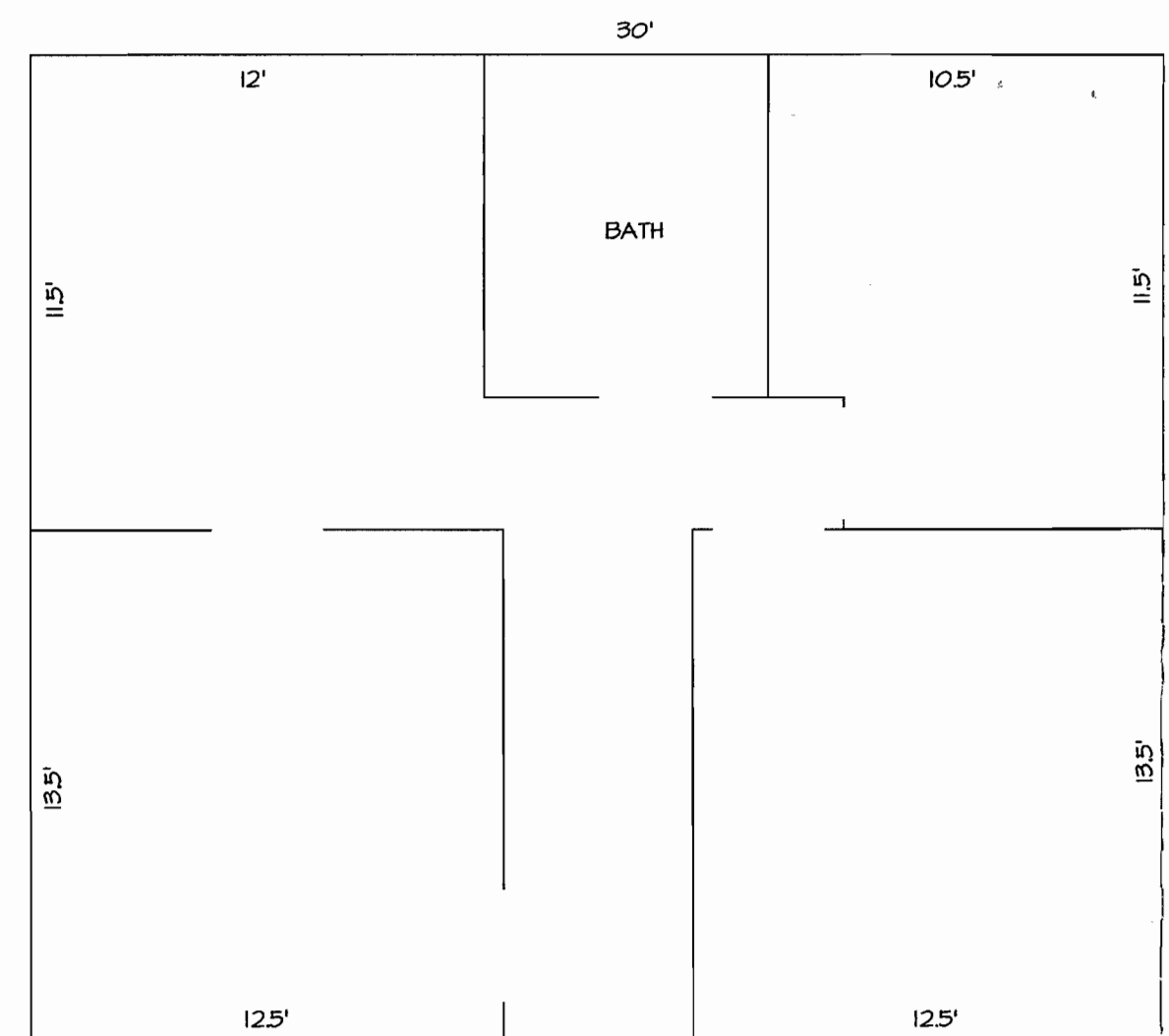


Property Fostered

26 5:48PM



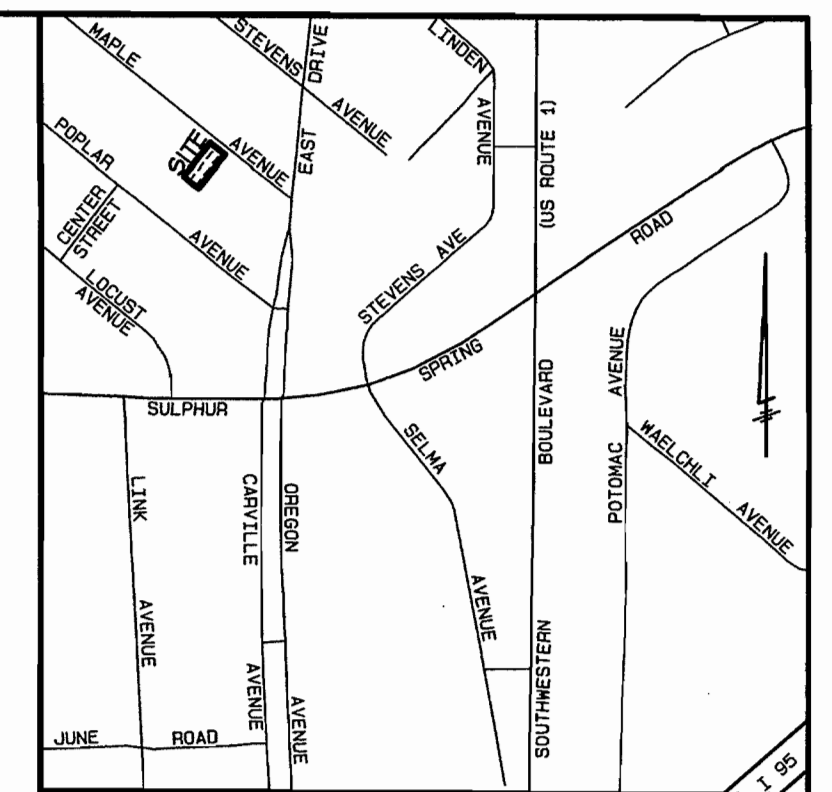
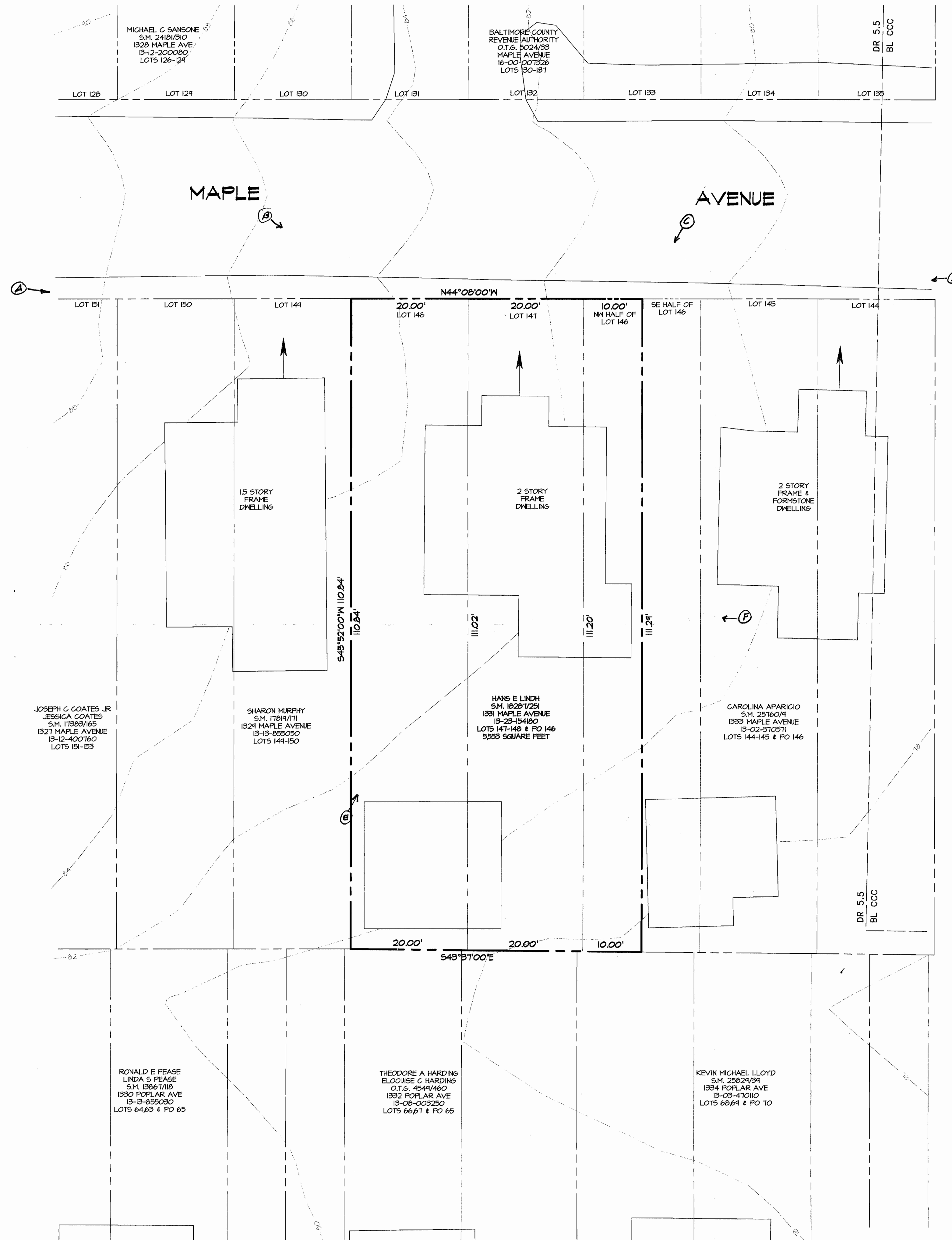
FIRST FLOOR APARTMENT



SECOND FLOOR APARTMENT

LEGEND

- EXISTING BUILDING
- EXISTING PAVING
- ZONING LINE
- PROPERTY LINE
- CONTOURS



VICINITY MAP

GENERAL NOTES

1. THE BOUNDARY SHOWN HEREON IS FROM PLAT M.P.C. 7/17
2. THE TOPOGRAPHY SHOWN HEREON WAS TAKEN FROM BALTIMORE COUNTY GIS TILE 108C1
3. CENSUS TRACT - 430800 REGIONAL PLANNING DISTRICT - 325
4. WATERSHED - PATAPSCO SUBWERSHED - T4
5. SCHOOL DISTRICT: ELEMENTARY - ARBUTUS E.S.; MIDDLE - ARBUTUS M.S.; HIGH - LANSDOWNE H.S.
6. A.D.G. MAP & GRID 41-KT
7. THERE ARE NO KNOWN PRIOR ZONING CASES ON THE SUBJECT PROPERTY.
8. THE SUBJECT PROPERTY IS NEITHER HISTORIC NOR WITHIN A HISTORIC DISTRICT.
9. THE SUBJECT PROPERTY IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
10. THE SUBJECT PROPERTY IS NOT WITHIN A 100 YEAR FLOOD PLAIN.
11. ALL LOTS SHOWN HEREON ARE TO BE SERVED BY PUBLIC WATER & SEWER SYSTEMS.

PETITION

FOR A SPECIAL HEARING TO APPROVE AN EXISTING TWO APARTMENT DWELLING ON THE SUBJECT PROPERTY, AS A LEGAL, NONCONFORMING USE.

OWNER/DEVELOPER

HANS E LINDH
722 WESTHILLS PKWY
BALTIMORE, MARYLAND 21229

PLAN TO ACCOMPANY PHOTOGRAPHS

**PLAT TO ACCOMPANY A
PETITION FOR A SPECIAL HEARING
LINDH PROPERTY**

BEING LOTS #147, 148 AND PART OF 146,
IN THE SUBDIVISION OF "ARBUTUS TERRACES"
PLAT BOOK 7, FOLIO 17

1331 MAPLE AVENUE
Deed Ref: S.M. No. 18287 folio 251
Tax Account No.: 13-23-154180
Zoned DR 5.5; GIS Tile 108C1
Tax Map 101; Grid 23; Parcel 1102
13th ELECTION DISTRICT
1st COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MARYLAND



Scale: 1"=10'

Date: APRIL 10, 2008

GERHOLD, CROSS & ETZEL, LTD.
REGISTERED PROFESSIONAL LAND SURVEYORS
Suite 100
320 East Townsontown Boulevard
Towson, Maryland 21206
(410) 823-4470

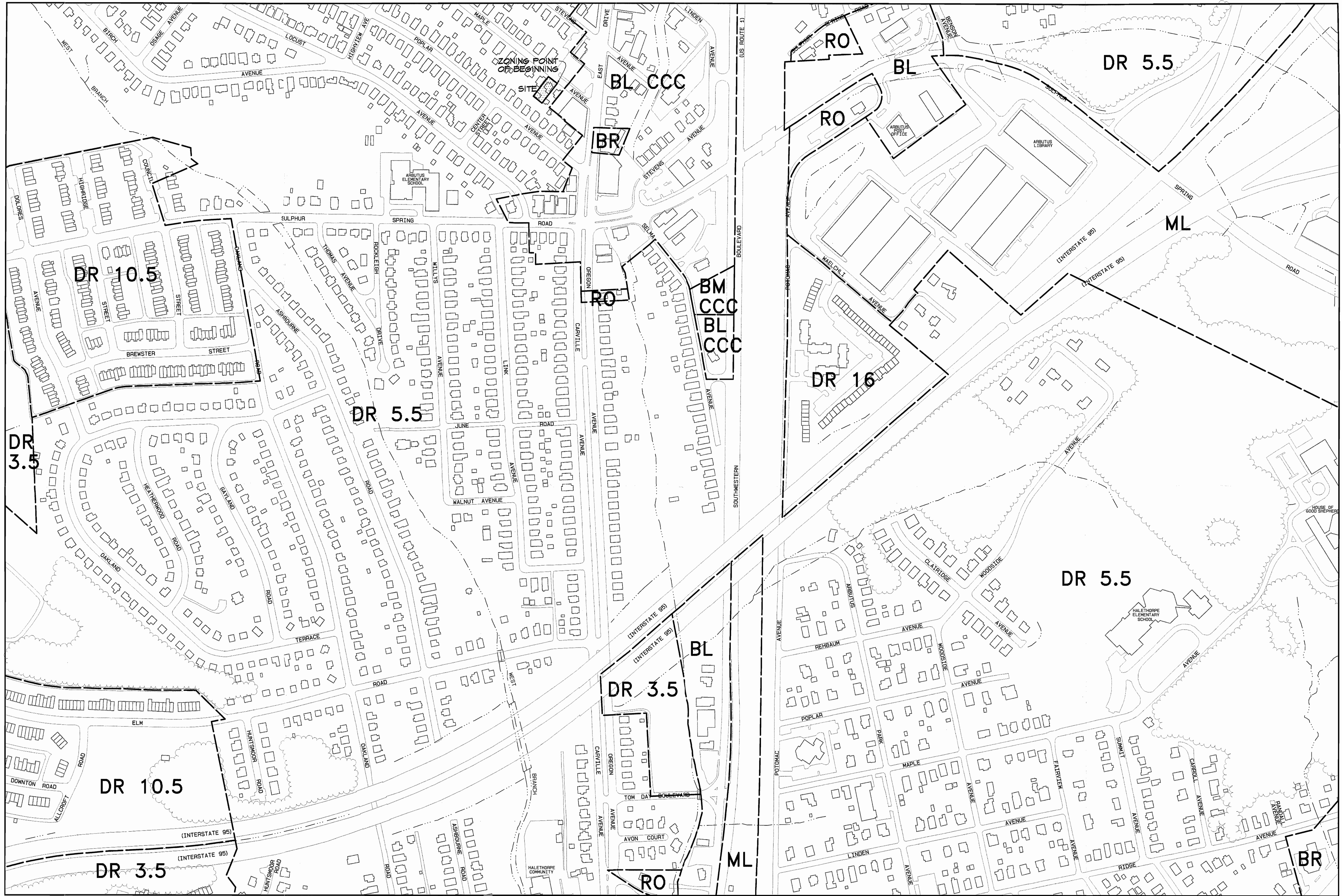
REVISION	DATE	COMPUTED:	DRAWN: SMH	CHECKED:

PETITIONER'S

EXHIBIT NO. 2

2008-0504-SPH

9.



ZONING MAP

2008-0504-SPH

GIS TILE: 108C

SCALE: 1" = 200'

CASE NUMBER: 8-100-SPHA

1241 Maple Avenue

Location: ~~S side~~ Maple Avenue, 789 feet NW of c/l Highview Road.

13th Election District, 1st Councilmanic District

Legal Owner: Kyle O'Haro

SPECIAL HEARING To permit a boarding or rooming house in a DR zone for a period not to exceed two years from the issuance of the use permit.

VARIANCE To permit 3 off-street parking spaces in an existing driveway in lieu of 4 angled or parallel spaces.

Hearing: Tuesday, 10/16/2007 at 11:00:00 AM, County Courts Building, 401 Bosley Avenue, Room 407, Towson 21204

CASE NUMBER: 2008-0504-SPH

1331 MAPLE AVE

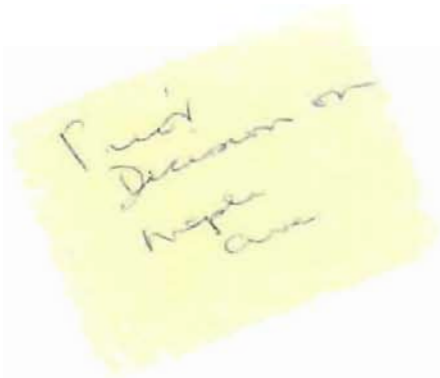
Location: W side of Maple Avenue, 185 feet NE of East Drive.

13th Election District, 1st Council District

Legal Owner(s): Hans Lindh

SPECIAL HEARING To approve an existing two apartment dwelling on the subject property, as a legal, nonconforming use.

Hearing: Thursday, 6/19/2008 at 9:00:00 AM, County Courts Building, 401 Bosley Avenue, Room 407, Towson, MD 21204



IN RE: **PETITIONS FOR SPECIAL HEARING *
AND VARIANCE**

S/S Maple Avenue, 789' NW
Highview Road
(1241 Maple Avenue)
10th Election District
1st Council District

Kyle O'Haro, Legal Owner
Petitioner

BEFORE THE

* ZONING COMMISSIONER

* OF

* BALTIMORE COUNTY

* **Case No. 08-100-SPHA**

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by Kyle O'Haro, the legal owner of the property located at 1241 Maple Avenue in the **Halethorpe/Arbutus area of** Baltimore County. Special Hearing relief was filed pursuant to the Baltimore County Zoning Regulations (B.C.Z.R.) Section(s) 500.7 and 408B, for approval of a use permit for a boarding or rooming house in a D.R. zone. This request relates specifically to the current tenants, and, if granted as requested, the permit would expire after two (2) years when it is expected that the men will have graduated from college. In addition, Variance relief is requested pursuant to B.C.Z.R. Section(s) 307 and 409, to permit a total of three (3) off-street parking spaces in an existing driveway in lieu of the four (4) angled or parallel spaces required. Although B.C.Z.R. Section 408B permits an application for a use permit to be handled administratively, because of the need to obtain a parking variance, the Petitioner combined his request for use permit approval with the hearing on the variance. The subject property and the requested relief are more particularly described on the site plan submitted into evidence at the hearing and marked as Petitioner's Exhibit 1.

At the requisite public hearing, Robert A. Hoffman, Esquire and Timmy F. Ruppertsberger, Esquire appeared as attorneys for the Petitioner. Also attending in support of the petitions was James L. Mathias of DeMario Design Consultants, Inc., the firm responsible for preparation of the site plan (Petitioner's Exhibit 1), and the bedroom layout, which was accepted into evidence as Petitioner's Exhibit 2, and the current tenants of the property, namely: Taylor Marino, Terry Kiminer, Brandon Mathias, and Conor Devlin. I also received a letter from a nearby neighbor, David Kelly, indicating that he does not oppose Petitioner's requested zoning relief. The issues presented in this case generated significant public interest, and a large number of individuals from the surrounding community appeared/or testified in opposition to the request. Due to limitations of time and space, a listing of all those individuals cannot be set out here; however, it needs to be noted that Eric M. Rigatuso, Esquire represented his brother, John Rigatuso, a neighboring property owner residing on 1242 Maple Avenue. Additionally, two petitions signed by property owners opposing the request were also submitted and received as Protestants' Exhibit 1.

The subject of this hearing is an existing single-family residence located at 1241 Maple Avenue. The property is zoned D.R.5.5. As indicated above, the Petitioner has requested a use permit for a boarding or rooming house. The zoning regulations define a "boarding house" as "a building 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." B.C.Z.R. Section 408B expressly permits "boarding or rooming houses" in D.R. zones subject to the provisions set forth therein, which includes the requirement to obtain a use permit for such use.

By way of background, Mr. O'Haro stated that he has owned the property for three (3) years. Since September 1, 2006, he has leased the 1,432 square foot two-story home with finished basement to the current four tenants, who are all students at University of Maryland, Baltimore County (UMBC). From his perspective, they have been good tenants during this time period, and he has had no problems with them. All four tenants are expected to graduate and vacate the property by June 30, 2009. Mr. O'Haro stated that he would be agreeable to restricting the application of the use permit to the current identified tenants and to having it expire at a time certain.

Petitioner's Counsel then proffered that Mr. Mathias, a professional land surveyor with years of experience in the Baltimore County land use and zoning field, would testify that the proposed use permit meets the requirement of B.C.Z.R. Section 502.1 and would not result in any of the adverse impacts outlined in that section, nor would it be detrimental to the health, safety, and general welfare of the surrounding community.

Speaking in opposition to the requested relief, Michael Eagle, Zoning Chair of the Arbutus Community Association, made several statements on behalf of his association and some of the owners of surrounding properties. Other neighbors also testified, including Delegate Jim Malone, Eleanor VanDevender, and Don Blair. Most of the Protestants expressed similar concerns, and the concerns can be summarized as involving an objection to college students living in their community, a shortage of parking, the effect of rental properties in the neighborhood, and the potential "snowball effect" of granting the request in this case. As the neighbors point out, several other houses in the neighborhood also appear to be rental units occupied by more than two unrelated persons in apparent violation of the County's requirements

on boarding and rooming houses.¹ While the neighbors obviously have legitimate and heartfelt concerns in this regard, the case before me pertains solely to 1241 Maple Avenue and the requested zoning relief. It is simply not within my authority to take action against the owners of the other mentioned properties as this is not an enforcement proceeding.

Protestants also provided me with evidence of emergency calls and police responses to rental properties in the neighborhood. I would point out, however, that none of these appear to be related or involving the existing tenants, but actually occurred prior to their tenancy. In fact, except for Linda Lohrfink, a neighboring property owner whose car was damaged while parked across the street, there were no specific negative comments about the current tenants. Much of the testimony offered by the Protestants was more general in nature or was related to other tenants or properties, such as 1237 Maple Avenue. No specific complaints were voiced about the conduct of Mr. O'Haro's current tenants. Rather, there seemed to be a consensus that the four current tenants have exhibited model behavior and were considered to be decent, respectful young men.

Mr. Eagle raised an issue about the condition of the 1241 Maple Avenue property and questioned whether the lower level bedroom complies with the Fire Safety Codes. To address this concern I will impose a condition requiring the installation of a code compliant basement window as a condition of this Order.

¹ It became apparent that the Arbutus neighborhood has been struggling to maintain neighborhood stability due to increasing pressure from absentee owner properties and increasing transient populations who use rooming or boarding houses in this established single-family neighborhood. Patrick M. McCubbin stated that for 23 years there have been very few crime problems, however, in the past 2 or 3 years the numbers have been increasing.

Ms. VanDevender, John Rigatuso, David O. Smith and other community leaders mention that UMBC 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 this nearby residential community to absorb ever-increasing numbers of rentals.

As to the Petition for Variance from the requirement to provide one off-street parking space for each of the four bedrooms, variances are permitted, pursuant to B.C.Z.R. Section 307.1, if it is demonstrated that unique or special circumstances exist that would result in a practical difficulty for Petitioner if he were required to strictly comply with the parking requirements. On this issue, Petitioner testified that strict compliance with the parking requirements, which would result in adding paving for the required parking, would necessitate removal of a deck and then paving a portion of the front and rear yards.

Having the present four students rent the subject property does not appear to have an adverse effect on the community. However, it is clear that student rental properties in large numbers will adversely affect the community. 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 of every third house as suggested by Protestants will occur by granting this use permit, I am cognizant of the fact that others may argue this decision's precedential value.

Therefore, having considered all of the evidence and testimony by Petitioner and his witnesses and that provided by the many members of the community, I am persuaded not to entirely grant the Petition for Special Hearing and the Petition for Variance. I find no evidence that the four tenants in question have created any problems or have, in any way, harmed the well-being of the neighborhood. Rather, I am persuaded that these tenants have and will continue to conduct themselves in an appropriate manner. I have examined the proposal in the context of B.C.Z.R. Sections 408B and 502.1, I find that Petitioner has produced strong and substantial evidence that the granting of the use permit, in a restricted and limited fashion, is appropriate, meets the County's requirements, and will have no adverse impacts on the surrounding

community. For these reasons, I will grant the Petition for Special Hearing for the use permit *only until June 30, 2008* and I will specifically *limit the use permit to these four individuals*.

With regard to the Petition for Variance, based on the testimony before me, I find that the additional paving and loss of vegetation and green space in order to create the required parking space would be unnecessarily burdensome for Petitioner and not in the best interest of the neighborhood, especially *given the limited life of the use permit*. As Petitioner confirmed, under existing conditions, there is more than sufficient space to park two cars in the driveway and to park two cars in front of the house on the public street. From the testimony presented, it is not unusual for residents in the neighborhood to park cars on street. Certainly, occupancy of this house by a two-parent family with several teenagers could easily result in the exact same situation without any type of restriction or special permission being required. For these reasons, I will grant the Petition for Variance but only until June 30, 2008.

Pursuant to the zoning regulations of Baltimore County, the advertising and posting of the property, and public hearing held thereon, and for the reasons set forth above, the modified Petitions for Special Hearing and Variance shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner of Baltimore County this _____ day of November 2007, that the Petition for Special Hearing for a use permit for a "boarding house" pursuant to Section(s) 408B and 502.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), and the Petition for Variance, pursuant to B.C.Z.R. Section 307.1, in accordance with Petitioner's Exhibit 1, to allow three off-street parking spaces in an existing driveway in lieu of the four angled or parallel spaces are hereby GRANTED, BUT ONLY UNTIL JUNE 30, 2008, FOR THE LIMITED PURPOSE OF PERMITTING THE CURRENT

TENANTS TO COMPLETE THE CURRENT ACADEMIC YEAR AFTER WHICH TIME THE USE PERMIT AND VARIANCE WILL EXPIRE.

All relief is subject to the following restrictions which are conditions precedent to the relief granted:

1. The Special Hearing and Variance relief granted herein is limited to the current tenants as identified in this Order and shall automatically expire the earlier of the date these tenants permanently vacate the property or on June 30, 2008.
2. Petitioner and tenants shall be required to park two cars in the existing driveway at all times and to use good faith efforts to park three cars in the driveway whenever possible.
3. Petitioner and tenants shall continue to encourage guests to leave spaces in front of neighboring houses open for use by the owners.
4. No later than March 1, 2008, Petitioner shall initiate installation of an emergency egress window in the lower level of the property that is in accordance with applicable fire safety standards.
5. The decision in this case is not a legal precedent that may be cited as such in any other zoning case involving a use permit for a boarding or rooming house in a D.R. zone.

WILLIAM J. WISEMAN, III
Zoning Commissioner
of Baltimore County

Fax Cover Sheet

Hans E Lindh
722 WESTHILLS PARKWAY
Baltimore, Maryland 21229
410-299-5675
410-747-1026

URGENT URGENT URGENT

Send to: Mr. William Wiseman Baltimore Zoning Commissioner	From: Hans Lindh
Attention:	Date: JULY 13, 2008
Office Location:	Office Location:
Fax Number: 410-887-3458	Phone Number: 4107471026

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please Review
- ☐ For your information

Total pages, including cover: 20

Comments:

RE: Case # 2008-0504-SPH

Dear Mr Williams

Enclosed you will find the requested information, concerning my request for re Zoning
Originals will follow by mail.
Hans Lindh.

- ① 7-7-08 Ltr. from Betty Smith
- ② 7-pg. lease - Brittany Goodridge - 1 extra pg. 4
- ③ 7-pg. lease - Stacie Manigo
- ④ Ltr. addressed to Hans Lindh from Philip Cather, Chief of Sec. Police Dept., 6/26/08, w/ 2-pg. report - copy generated

JAMES W. JOHNSON
Chief of Police



"INTEGRITY...FAIRNESS...SERVICE"

BALTIMORE COUNTY POLICE
Headquarters
700 East Joppa Road
Towson, MD 21286
(410) 887 - 2214
Fax (410) 821 - 8887
bcopd@baltimorecountymd.gov
www.baltimorecountymd.gov/police

June 26, 2008

Ms. Jessica Coates
1327 Maple Avenue
Baltimore, MD 21227

Dear Ms. Coates:

In response to your request sent on June 19, 2008, analysts of the Scanning & Forecasting Team have produced the enclosed table which lists the Calls for Service at 1331 Maple Avenue, 21227 from January 1, 2003 to June 22, 2008.

To request copies of police reports, send your request to Baltimore County Police Department; Record Request Unit; 700 East Joppa Road; Towson, Maryland 21286. You must include the reason for your request, report number, date, location, your name and a self-address stamped envelope. There is a \$10.00 search fee for each requested report. Please make checks payable to Baltimore County, Maryland.

If there are any questions, please direct them to Ms. Emily Puls, the analyst assigned to this project. She can be reached at 410-887-4946.

Sincerely,

Philip Canter
Analysis Section

C: Captain John Spiroff, Precinct 1

Nationally Accredited Since 1984



TABLE 1

**CALLS FOR SERVICE GENERATED FROM OR DIRECTED TO
1331 MAPLE AVENUE, 21227
JANUARY 1, 2003 => JUNE 22, 2008**

CC Number	Situation Found		Date Reported	Time Reported	Report Written Yes/No
2003					
032321472	E05	Check On Location	8/20/2003	1859	No
032623746	B06	Domestic Incident	9/19/2003	2359	Yes
032630142	F13	Traffic Stops	9/20/2003	0130	No
032630271	F13	Traffic Stops	9/20/2003	0246	No
2004					
042620366	D01	Abandoned Vehicle	9/18/2004	0734	Yes
043250358	D01	Abandoned Vehicle	11/20/2004	0752	Yes
2005					
050591276	B06	Domestic Incident	2/28/2005	2110	Yes
050841446	E03	Assistance Request	3/25/2005	1831	No
050860985	A46	Suspicious Condition	3/27/2005	1935	No
051101378	A12	Disturbance	4/20/2005	1620	No
051760259	B14	Domestic Abuse	6/25/2005	0304	Yes
051931973	F12	Non Enumerated Complaint	7/12/2005	2141	No
051960143	B14	Domestic Abuse	7/15/2005	0238	Yes
051960209	B06	Domestic Incident	7/15/2005	0405	No
052001773	A12	Disturbance	7/19/2005	2211	No
052010257	B14	Domestic Abuse	7/20/2005	0625	Yes
052010714	F12	Non Enumerated Complaint	7/20/2005	1008	No
052011129	F21	Peace Order Service	7/20/2005	1426	No
052011471	F20	Sick or Injured Subject	7/20/2005	1717	Yes
052131354	E03	Assistance Request	8/1/2005	1848	No
052701718	A12	Disturbance	9/27/2005	2044	No
053001961	A15	Fires, Other	10/27/2005	2046	No
053160463	E03	Assistance Request	11/12/2005	0912	No
053190048	A12	Disturbance	11/15/2005	0101	No
2006					
060131441	A28	Emergency Commitment	1/13/2006	1920	Yes
060161055	F16	Duplicate Call	1/16/2006	1615	No
060401466	E03	Assistance Request	2/9/2006	1954	No
060781298	F20	Sick or Injured Subject	3/19/2006	1831	No
061640091	C08	Hit & Run Accident - Personal Injury	6/13/2006	0142	Yes
061800568	F20	Sick or Injured Subject	6/29/2006	1029	No
061931490	F20	Sick or Injured Subject	7/12/2006	1855	No
062040013	A37	Suspicious Subject	7/23/2006	0007	No
062090030	E05	Check On Location	7/28/2006	0034	No
062090098	F11	Warrant/Summons Service	7/28/2006	0138	No
062190629	E05	Check On Location	8/7/2006	1039	No
062521807	F20	Sick or Injured Subject	9/9/2006	2329	No
062790102	E05	Check On Location	10/6/2006	0209	No
063000224	A53	Narcotics, Officer Initiated	10/27/2006	0537	Yes
063071352	H34	Burglary, 4th Degree	11/3/2006	1815	Yes

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070461719	F09	Noise Complaint	2/15/2007	2258	No
071490027	F09	Noise Complaint	5/29/2007	0018	No
072070964	F12	Non Enumerated Complaint	7/26/2007	1312	No
072841926	H11	Theft - Other	10/11/2007	2212	Yes
070190953	A12	Disturbance	1/19/2007	1434	No
070171814	F09	Noise Complaint	1/17/2007	2336	No
070251792	A12	Disturbance	1/25/2007	2341	No
2008					
080340013	A12	Disturbance	2/3/2008	0009	No
080570087	A12	Disturbance	2/26/2008	0118	No
080571088	E07	Civil Matter	2/26/2008	1559	Yes
080941699	F11	Warrant/Summons Service	4/3/2008	1938	No
081110233	A12	Disturbance	4/20/2008	0214	No
081130390	F13	Traffic Stops	4/22/2008	0734	No
081311350	H18	Recovered Motor Vehicles	5/10/2008	1931	Yes
081362198	B06	Domestic Incident	5/15/2008	2358	Yes
081370236	B14	Domestic Abuse	5/16/2008	0514	Yes
081630147	A12	Disturbance	6/11/2008	0156	No
081651867	F12	Non Enumerated Complaint	6/13/2008	1858	No
081661197	F21	Peace Order Service	6/14/2008	1622	Yes

JAMES W. JOHNSON
Chief of Police



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June 26, 2008

Mr. Hans Lindh
722 Westhills Parkway
Baltimore, MD 21229

Dear Mr. Lindh:

In response to your request sent on June 26, 2008, analysts of the Scanning & Forecasting Team have produced the enclosed table which lists the Calls for Service at 1331 Maple Avenue, 21227 from January 1, 2003 to June 22, 2008.

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Sincerely,

Philip Canter
Analysis Section

C: Captain John Spiroff, Precinct 1

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June 26, 2008

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1327 Maple Avenue
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081661197	F21	Peace Order Service	06/14/08	1622	Yes



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

June 24, 2008

Alane Foltz
Central Records Division
Baltimore County Police Department
700 East Joppa Road
Towson, Maryland 21286-5501

RE: Calls for Service Request
Claim Number: 2008-0504-SPH – 1331 Maple Avenue



BY:-----

Dear Ms. Foltz:

Please be advised that I am the authorized legal administrative secretary handling the above matter for Baltimore County Government. In order to complete my investigation, I will need to obtain a LIST of the **CALLS FOR SERVICE** for the following:

- **TIME PERIOD:** January 2003 to present
- **LOCATION:** 1331 Maple Avenue, Halethorpe, MD, 21227 - (2 or 3 apts. located in this residence)

Thank you for your time and attention in this matter.

Very truly yours,

Debra L. Wiley
Zoning Commissioner's Office
410-887-3868
M.S. 3401

DISPOSITION CODES:

1. **Report**
2. **Report**; Unfounded (incident did not occur)
3. **Report**; Incident Handled By Another Agency
4. **Report**; Incident Unverified (can not substantiate occurrence)
5. **No Report**; Unfounded (incident did not occur)
6. **No Report**; Incident Handled By Another Agency
7. **No Report**; Incident Unverified (can not substantiate occurrence)
8. **No Report**; Incident Adjusted
9. **No Accident Report**; MVA forms issued, occurred on public property
10. **No Accident Report**; MVA forms issued, occurred on all other property

CALLS FOR SERVICE @ 1331 MAPLE AV.
JANUARY 2003 - JUNE 2008

STREETADDR	UNIT	CFS_NUM	DTG_CALL_RECEIVED	DISPOSITION	CALL TYPE	CALLER_NAME	REMARKS
1331 MAPLE AV	1	032321472	8/20/03 6:59 PM	8	Check on Location	SWIDOWICH STEPHAN	RANG N, NO VOICE, HUNG UP, C/B NO ASWER, ADDRESS FR ALI LOOKUP..
1331 MAPLE AV		032623746	9/19/03 11:59 PM	1	Domestic - Spousal Assault	MS STEPANIE	INTOX HUSBAND BI POLAR HAS NOT HAD MEDS PST FEW MOS. ADV HES THROWING THINGS .
1331 MAPLE AV		032630142	9/20/03 1:30 AM	8	Traffic Stops	COMM MOORE	TO BE SERVED ON MICHAEL SWIDOWICH JR, DOB 10/13/61 . PU AT CATONSVILLE DCT RA 010610
1331 MAPLE AV		032630271	9/20/03 2:46 AM	8	Traffic Stops	127	EXPARTE
1331 MAPLE AV		042620366	9/18/04 7:34 AM	1	Abandoned Vehicle	127	CC ONLY
1331 MAPLE AV		043250358	11/20/04 7:52 AM	1	Abandoned Vehicle	129	CC ONLY MAROON FORD ESCORT SE
1331 MAPLE AV	2	050591276	2/28/05 9:10 PM	1	Domestic - Spousal Assault	FEM CALLER	PROB W/ MILTON SMITH AT LOC....NEIGH DAUGHTER CAME DOWN TO LOC TO ADV HER MOM W/ARGUING W/BOYFRND MOTHER CAME DOWNSTAIRS SAID SHE DIDN'T WANT ANY TROUBLE & BOYFRND' WAS LEAVING... SHE HU ON ME
1331 MAPLE AV		050841446	3/25/05 6:31 PM	6	Assistance Request	MR ALBERT STREET	BASEMENT APT.....WATER COMING DOWN THE WALLS FR 1ST FLOOR APARTMENT CALLER THINKS IT IS HAZARDOUS COMING CLOSE TO THE OUTLETS E351 REQ PD FOR POSS FORCED ENTRY
1331 MAPLE AV	1	050860985	3/27/05 7:35 PM	8	Suspicious Condition	MS HEATHER THOMPSON	JUST DISCOVERED, DINING ROOM WINDOW OPEN, HAS BEEN THRU THE TOP FLOORS, HAS NOT CHECKED THE BASMENT, DOESN'T NOTICE ANYTHING MISSING, BUT THINGS HAVE BEEN MOVED
1331 MAPLE AV	2	051101378	4/20/05 4:20 PM	8	Disturbance	MS. HEATHER THOMPSON	CLR ADV COUPLE UPSTAIRS HAVE BEEN ARGUING FOR OVER AN HOUR ADV THINGS HAVE BEEN DROPPING ON THE FLOOR ONGOING PROBLEM NFI 127 CLR TO BACK
1331 MAPLE AV		051760259	6/25/05 3:04 AM	1	Spousal Assault	MS MULLINS	FIANCE,MILTON JAMES SMITH,WM,49YO, RIPPED HER SHT & PULLED HER HAIR, UNKN WEAPS/INTOX.. DISCONNECTED
1331 MAPLE AV		051931973	7/12/05 9:41 PM	8	Non Enumerated Complaint	MELISSA MULLINS	REF ASLT THAT OCCURED FRI NIGHT AT ARBUTUS ES, CALLER WANTS POLICE TO 1017 AT LOC,SHE KNOWS WHERE RESPONSIBLE SUBJS ARE

CALLS FOR SERVICE @ 1331 MAPLE AV.
JANUARY 2003 - JUNE 2008

STREETADDR	UNIT	CFS_NUM	DTG_CALL_RECEIVED	DISPOSITION	CALL TYPE	CALLER_NAME	REMARKS
1331 MAPLE AV	2	051960143	7/15/05 2:38 AM	1	Spousal Assault	MR. MILTON SMITH	FEMALE CAME AFTER COMPL W/A KNIFE. FEMALE IS MELISSA MULLON.. ADV SHE PUT THE KNIFE AWAY.. DOESN'T HAVE A KNIFE ANYMORE.. COMPL ADV FEMALE WAS HIS FIANCE. FEMALE IS 42YO W/F. JUST RAN OUTSIDE OF THE
1331 MAPLE AV	1	051960209	7/15/05 4:05 AM	8	Domestic - Spousal Assault	MS THOMPSON	COMPL NEIGHBOR WAS JUST ASLTED BY HER BOYFRIEND...FEM IS AT COMPL APT..BOYFRIEND IS IN UPSTAIRS APT..PD WERE AT LOC 1HR AGO REF TO SAME
1331 MAPLE AV		052001773	7/19/05 10:11 PM	8	Disturbance	MS HEATHER	NBRS, MELISSA & SMITTY, JUST YELLED FROM FLOOR ABOVE TO CALL PD.... POSS INTOX POSS ON DRUGS UNK WEAPS...ONGOING PROBLEM 443.253.6917 .. ADV WIFE AND CHILDREN ARE NOW SITTING ON FRONT PORCH O F LOC,
1331 MAPLE AV		052010257	7/20/05 6:25 AM	1	Spousal Assault	MELLISA MULLINS	DOMESTIC RELATED MILTON SMITH BEAT HER UP IS STILL AT LOCTION.. 95 1442 REQ C/L CC 267
1331 MAPLE AV	2	052010714	7/20/05 10:08 AM	8	Non Enumerated Complaint	MCCLAIN	P UP CATONSVILLE DCT 900 WALKER AV CS WILKENS AV RA 010610 FOR MILTON SMITH OR PETITIONER SAYS HE IS IN JAIL BUT COMPL COULDN'T FIND HIM NFI
1331 MAPLE AV	2	052011129	7/20/05 2:26 PM	8	Peace Order Service	MR MCLEAN	FOR MELISSA MULLINS.... P/U CATONSVILLE DCT...900 WALKER AV... RA 010610... C/S WILKENS AV * HILLTOP CI...
1331 MAPLE AV		052011471	7/20/05 5:17 PM	1	Sick or Injured Subject	MILTON SMITH	NEEDS TO PICK UP PERSONAL BELONGS FROM LOC,PROTECTIVE ODER STATES HE NEEDS PD ASSIST,HAS PAPERS W/HIM,1017 AT EAST & MAPLE -95
1331 MAPLE AV		052131354	8/1/05 6:48 PM	8	Assistance Request	MR. SMITH	COMPL ADV NEEDS TO GET BELONGINGS FROM MELLISA MULONS HOUSE 1017 MAPLE & EAST DR COMPL WILL BE STANDING AT CORNER, NO WEAPS IN LOC SENT FOR DELAY
1331 MAPLE AV		052701718	9/27/05 8:44 PM	7	Disturbance	WI1	POSSIBLE ALCOHOL INVOLVED
1331 MAPLE AV		053001961	10/27/05 8:46 PM	6	Fires, Other	MS HEATHER TOWSON	SMOKE COMING FROM BASEMENT. BELIEVES IT IS HER FURNACE.... FURNACE IS GAS...NO FIRE VISIBLE... NOW ADV THAT THE HOUSE IS SEPERATED INTO 3 APTS... X.L.125 DIRECT

6/26/2008

2

TO: ALANE FOLTZ

FROM: K. MCCUBBIN

CALLS FOR SERVICE @ 1331 MAPLE AV.
JANUARY 2003 - JUNE 2008

STREETADDR	UNIT	CFS_NUM	DTG_CALL_RECEIVED	DISPOSITION	CALL TYPE	CALLER_NAME	REMARKS
1331 MAPLE AV		053160463	11/12/05 9:12 AM	8	Assistance Request	MS ANON	MAN AT LOC IS BURNING SOMETHING VERY CLOSE TO A GARAGE AND WOODS 2ND HOUSE ON MAPLE OFF OF EAST DR
1331 MAPLE AV	2	053190048	11/15/05 1:01 AM	8	Disturbance	HEATHER THOMPSON	COUPLE OVERHEARD FIGHTING FOR 1/2 HOUR,UNK ON WEAPS
1331 MAPLE AV	1	060131441	1/13/06 7:20 PM	1	Emergency Commitment	MS FAITH FALISE	COMPLS MOTHER--BETTY MYERS W/F 53YOA 5FT3 110#S AUBURN SHORT HAIR BLU EYES UNK CLOTHING DRIVES GLD NEWER MODEL CHEVY RAV4, JUST CALLED COMPL FR A PAYPHONE, WHICH SHE THINKS IS ACROSS THE ST AT THE
1331 MAPLE AV		060161055	1/16/06 4:15 PM	8	Duplicate Call	MR. SMITH	COMP ADV THAT A F THAT HE DID A FAVOR FOR AN HOUR AGO, IS STILL INSIDE HIS CEH & REFUSING TO GET OUT, SAYS THAT THE VEH IS IN THE DRIVEWAY A SILVER VEH CAN HEAR THE F IN THE BACKGPOUND, COMP WANTS AN
1331 MAPLE AV		060401466	2/9/06 7:54 PM	8	Assistance Request	PATTERSON,APRIL	SAYS SHE IS IN ARBUTIS . REFUSING TO ANSWER ANY QUESTIONS . REFUSING TO VERIFY THE LOC . ALI SHOWS ESSEX . MALE IN WHI DODGE VAN 587M849. TOOK HER KEYS SAID HE WAS NEAR HIGHS IN ARBUTIS . SHE YELLE
1331 MAPLE AV		060781298	3/19/06 6:31 PM	6	Sick or Injured Subject	MR. STREETT	IRO LOC-BASEMENT APT..61 YO M..CALLER WAS CLEANING HIS BATHROOM W/BLEACH..NO FEELS VERY DIZZY AND HAS A HEADACHE..SOB.. CALLER SOUNDS INTOX-DID ADV THAT HE WAS DRINKING EARLYER TODAY(PD ADDE D)..
1331 MAPLE AV		061640091	6/13/06 1:42 AM	1	Hit & Run Accident - Personal Injury	MS. AMANDA	FEMALE W/LEG INJURIES. 1 VEH ACCIDENT. DUPE OF 0093 COMPL ADV 2 WM'S RAN FROM WHI ISUZU 2 WM 1)SHORT HAIR WHI SHIRT 2)LONG HAIR WEARING BERET RUNNING TWD LEEDS ADV SUBJ WERE DRIVING W/NO LIGHTS TAG ON
1331 MAPLE AV		061800568	6/29/06 10:29 AM	6	Sick or Injured Subject	MS ROACHE	MAN LAYING FACE DOWN IN YARD...UCON/BREATHING... ADV IF POLICE R NEED COMING FROM DISTANCE THKS 10 22 PD

6/26/2008

3

TO: ALANE FOLTZ

FROM: K. MCCUBBIN

CALLS FOR SERVICE @ 1331 MAPLE AV.
JANUARY 2003 - JUNE 2008

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1331 MAPLE AV		061931490	7/12/06 6:55 PM	6	Sick or Injured Subject	DR. LIPNIK	ALBERT STREETT, HX OF STROKE, CALLED COMPL, WHEN COMPL CALLED PT BACK, SUBJ COULDN'T TALK TO COMPL, HX OF ALCOHOLISM, AND RECENTLY IN HOSPITAL FOR SEIZURE DISORDER, COMPL CONCERNED BECAUSE WHEN
1331 MAPLE AV	1	062040013	7/23/06 12:07 AM	8	Suspicious Subject	MS PATTERSON	WF,BLONDE HAIR,YEL SHIRT,KHACKI PANTS,WALKING DOWN MAPLE AV TWDS HIGHVIEW RD,ADV SHE CALLED ABT HER YESTERDAY AND AN OFF NEVER CAME TO TALK TO HER
1331 MAPLE AV	2	062090030	7/28/06 12:34 AM	8	Check on Location	MS. AMANDA	JAMES MASON PACK JR, DOB 7/13/84, WM, 5'11,190LBS, POSS SHAVED HEAD,CALLED COMPL AND TOLD HER HE WALKED AWAY FROM HIS WORK RELEASE THAT IS THROUGH BALTO CO DETENTION CTR. ALSO SEE # 062081886 IN REF
1331 MAPLE AV		062090098	7/28/06 1:38 AM	8	Warrant/Summons Service	AMANDA	JAMES MASON PACK JR 071384 WANTED FOR ESCAPED FROM TOWSON JAIL TONIGHT WM 5'11 190 DRK BRN HAIR NFD...HE IS NOW IN FRT OF LOC TALKING TO COMPL ROOMATE SUBJ WALKED AWAY FROM WORK RELEASE..UNI
1331 MAPLE AV		062190629	8/7/06 10:39 AM	8	Check on Location	MS.SHIRLEY BROWNING	BASEMENT APT,CALLER IS SISTER TO SUBJ,SHE IS IN NORTH CAROLINIA, BROTHER ALBERT STREETT LIVES AT LOC,IS ALCOHOLIC,HAS SEIZURES,CALLER HAS NOT SPOKE TO HIM SINCE MAY OR JUNE.
1331 MAPLE AV		062521807	9/9/06 11:29 PM	6	Sick or Injured Subject	BETTY MYERS	53YOF,TOOK 18 SLEEPING PILLS,(RX FOR 1/NIGHT)TOOK 15 IBUPROPHEN ADVS; SHE'S TRYING TO EASE PAIN OF CRONIC BACK PAINS...33YO DGHTR AT LOC W/ FELS LIKE SHE HER HEART IS BEATING FAST...TOO
1331 MAPLE AV		062790102	10/6/06 2:09 AM	7	Check on Location	AMANDA	JUST HEARD APPROX 10 SHOTS FIRED SEE #103 2N CALLER GRANT HISSEM 410 736 1877 1243 LINDEN AV ALSO HEARD 12 SHOTS IN AREA POSSIBLY TWDS SULPHUR SPRING MS. BURT 4102428707 ADV FROM SULPHER SPRING DIRE
1331 MAPLE AV	2	063000224	10/27/06 5:37 AM	1	Narcotics, Officer Initiated	162	IN AND FINE SMITH JOHNNY RAY WM 052086 7104 FM 95

6/26/2008

TO: ALANE FOLTZ

FROM: K. MCCUBBIN

CALLS FOR SERVICE @ 1331 MAPLE AV.
JANUARY 2003 - JUNE 2008

STREETADDR	UNIT	CFS_NUM	DTG_CALL_RECEIVED	DISPOSITION	CALL TYPE	CALLER_NAME	REMARKS
1331 MAPLE AV		063071352	11/3/06 6:15 PM	1	Burglary, 4th Degree	MS AMANDA	MALE NEIGHBOR 50-60 YOA... WANDERING INTO COMPLS HOUSE , REFUSING TO LEAVE .. .UNK IF INTOX COMPL NOW CALLING SUBJ JUST WALKED INTO HER HOUSE REFUSING TO LEAVE BURG 31 .. ? STREE
1331 MAPLE AV		070171814	1/17/07 11:36 PM	8	Noise Complaint	COATES,JESSICA	SILVER 4 DR SEDAN BLOWING CAR HORN FOR 5 MINS IFO LOC
1331 MAPLE AV		070190953	1/19/07 2:34 PM	8	Disturbance	MS ANON	BM & BF IN BACK YARD ARGUING..UNK WEAP/INTOX/DRUGS
1331 MAPLE AV	3	070251792	1/25/07 11:41 PM	8	Disturbance	MS. PATTERSON	M & F ARGUING INSIDE OF LOC UNK INTOX 1017 APT 2
1331 MAPLE AV		070251803	1/25/07 11:57 PM	8	Disturbance	MS APRIL	ADV CHAUNCY IS BACK AT LOC THREATNING COMPL, AD OFC WERE OUT FOR DOMESTIC EARLIER AT LOC, COMPL AVD CHAUNCY IS THREATNING HER FOR CALLING 911, HE IS ALS
1331 MAPLE AV	3	070260049	1/26/07 12:38 AM	8	Noise Complaint	MS APRIL PATTERSON	1017 APT 2, ADV NBRS ARE PURPOSELY BANGING ON FLOOR, AD OFC WERE AT LOC EARLIER
1331 MAPLE AV	1	070461719	2/15/07 10:58 PM	8	Noise Complaint	MS PATTERSON	ONGOING FOR PAST 30 MINS.. NBR,WHO LIVES IN APT 3 CONTINUALLY GIVING COMPL HARD TIME BY INTENTIONALLY BANGING ON CEILING..HAS HAD ONGOING PROBLEM W/NBR
1331 MAPLE AV		071490027	5/29/07 12:18 AM	8	Noise Complaint	MS ANON	IN BASEMENT APT...LOUD PARTY AT LOC IN BASEMENT APT...LOUD PARTY AT LOC
1331 MAPLE AV		072070964	7/26/07 1:12 PM	8	Non Enumerated Complaint	DET MATULONIS	CLR ADV HE IS A DET FOR BALTO CITY HOMICIDE& HE NEEDS HELP W/A WARRANT SERVICE ..CLR WILL BE N AN UNMARKED SILV VAN ON THE LOT OF THE PARK& RIDE..
1331 MAPLE AV	3	072841926	10/11/07 10:12 PM	1	Theft - Other	BRITTANY GOODRICH	REAR APT TO LOC..COMPL ADV MOTHER WHO HAD BEEN STAYING AT LOC AFTER GETTING OUT OF PRISON STOLE COMPLS TV & OTHER ITEMS- MOTHER IS AN ADDICT REAR APT TO LOC..COMPL ADV MOTHER WHO HAD BEEN STAYING AT LO
1331 MAPLE AV		080340013	2/3/08 12:09 AM	7	Disturbance	ANON	NEAR THE APTS. BM. BEATING ON A FEMALE AT LOC . SHE IS SCREAMING

6/26/2008

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TO: ALANE FOLTZ

FROM: K. MCCUBBIN

CALLS FOR SERVICE @ 1331 MAPLE AV.
JANUARY 2003 - JUNE 2008

STREETADDR	UNIT	CFS_NUM	DTG_CALL_RECEIVED	DISPOSITION	CALL TYPE	CALLER_NAME	REMARKS
1331 MAPLE AV	3	080570087	2/26/08 1:18 AM	8	Disturbance	MS WYLES	ARGUING W/HER MOTHER,THE MOTHER IS SAYING COMP ASLED HER & COMP IS TELLING 911 SHE DIDNT TOUCH HER..NO DRUGS OR ALCOHOL INVOLVED. SAID THERE ARE KNIVES IN THE KITCHEN BUT SHE IS NOT BEING THRETEININ
1331 MAPLE AV	2	080571088	2/26/08 3:59 PM	1	Civil Matter	MS NICOLE 19YO	CLR ADV 2 BM & BF SHE KNOWS OF THEM R NOW OUTSIDE THE LOC TRYING TI KICK INHER DOOR SOMEONE POSS HAS A GUN.. FRNT DOOR IS BROKEN SHE IS LOCKED IM HER BEDRM.. CLR ADV BM NAMED ORPH CALLED HER ON THE T
1331 MAPLE AV		080941699	4/3/08 7:38 PM	8	Warrant/Summons Service	MS JACKIE CROOK	IRO LOC...DAVID CROOK JR 08/02/65, 5'9 210# BRN BALDING HAIR TATS ON ARM & SHOULDERS WRG BBCAP LT BLU SHIRT & JEANS... CLR IS EX WIFE... SUB NOW WALKING ACROSS THE PKG LOT...TWDS 1331 MAPLE AV MKE-W
1331 MAPLE AV		081110233	4/20/08 2:14 AM	8	Disturbance	MR DAVID CROOKS	BASMENT APT..1017 COMPL IN DRIVEWAY..ADV HE AND HIS GFRND HAVE BEEN ARGUING AT LOC, ADV BITH SUBJS ARE INTOX.NO WEAPS.
1331 MAPLE AV		081130390	4/22/08 7:34 AM	8	Traffic Stops	129	894M794 GOLD KIA
1331 MAPLE AV	A	081311350	5/10/08 7:31 PM	1	Recovered Motor Vehicles	MR RALE JOHNSON	COMPL ADV THAT HE HAD REPORTED HIS VEH STOLEN BACK IN MARCH, ADV THEY HAD RECOVERED THE VEH BUT NEVER REPORTED RETURNED-UNK CC# OF ORIG REPORT DELAYED
1331 MAPLE AV	3	081362198	5/15/08 11:58 PM	1	Domestic - Spousal Assault	MS CHRISTY	BOYFRIEND DAVE COOK THREATENED COMPL OVER MONEY & PROPERTY...UNK INTOX...THERE IS A BOW IN BEDROOM BUT IT IS NOT OUT NOW COMPL ADV SHE HAS BEEN DRINKING
1331 MAPLE AV		081370236	5/16/08 5:14 AM	1	Spousal Assault	MR DAVID	COME TO BACK DOOR..ADV GFRND IS INTOX AND KEEPS ARGUING W/ COMPL..NO WEAPS 125 DIR 126 CLEARING WILL HANDLE 127 ADV 95 @ 555HRS
1331 MAPLE AV		081630147	6/11/08 1:56 AM	8	Disturbance	MS ANON	ADV SOMEONE AT LOC IS BEAING ON A WALL OR DOOR AT LOC
1331 MAPLE AV	3	081651867	6/13/08 6:58 PM	8	Non Enumerated Complaint	COMISSIONER REEVES	P/U PROTECT ORDER FOR WF CHRISTIE WILES .. DOB 6/3/79 . -17 CATONSVILLE DCT 900 WALKER AV .. C/S WILKENS AV .. R/A 010610 113 P/E FOR FIGHT
1331 MAPLE AV		081661197	6/14/08 4:22 PM	1	Peace Order Service	129	CC#ONLY

6/26/2008

TO: ALANE FOLTZ

FROM: K. MCCUBBIN

RESIDENTIAL DWELLING LEASE

USE ONLY FOR IMPROVED REAL PROPERTY CONTAINING ONE, TWO OR THREE SINGLE FAMILY
RESIDENTIAL DWELLING UNITS

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

LEASING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT ID: _____

LEASING ASSOCIATE: _____ PHONE: _____ E-MAIL: _____

ACTING AS: ☐ OWNER'S AGENT (WHETHER COOPERATING AGENT OR OWNER AGENT) - OR
☐ EXCLUSIVE TENANT'S AGENT - OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

IN COOPERATION WITH

LISTING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT ID: _____

LISTING ASSOCIATE: _____ PHONE: _____ E-MAIL: _____

ACTING AS ☐ LISTING BROKER AND OWNER'S AGENT - OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

OWNER/LANDLORD Hans & Lively

TENANT Brittany A. Goodridge

LEASED PROPERTY ADDRESS (THE PROPERTY) 1331 Maple ave, BALTIMORE
MD. 21227

DATE OF LEASE OFFER: 11/1/06

1. INITIAL LEASE TERM: Owner leases to Tenant and Tenant leases from Owner the Property for the term of 1 year(s) or _____ month(s) commencing on the 11/1/06 and ending on the 11/1/07 (the "Initial Term"), at a total rental of ten thousand two hundred Dollars (10,200⁰⁰) for said Term, due and payable in equal monthly installments of Eight hundred fifty Dollars (850⁰⁰), in advance, on the first day of each month.

2. RENEWAL OF LEASE TERMS (Initial one selection):

 / / / NONE. Tenant agrees to vacate the Property by the last day of the Initial Term. Notice shall not be required by either party.

 / / / MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the Initial Term. However, either party may terminate this Lease at the end of the initial Term by giving written notice to the other party at least ninety (90) days prior to end of the Initial Term. Either party may terminate the month-to-month Lease at the end of any rental month, provided that written notice is given to the other party at least thirty (30) days prior to the last day of the desired final rental month of the tenancy. NOTE: In Baltimore City at least sixty (60) days notice must be given; i.e., either party may terminate the month-to-month lease at the end of any rental month provided that written notice is given to the other party at least sixty (60) days prior to the last day of the desired final rental month of the tenancy.

 / / / YEAR-TO-YEAR: This Lease shall continue in force from year to year after the expiration of the initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party at least ninety (90) days prior to end of the initial or renewal term.

NOTICE: ANY WRITTEN NOTICE GIVEN PURSUANT TO RENEWAL TERMS BECOMES EFFECTIVE UPON THE FIRST DAY OF THE MONTH FOLLOWING DELIVERY OF THE NOTICE.



Property Address:

1st 1331 Maple ave Baltimore MD 21227

3. SECURITY DEPOSIT: PAYMENT AND RECEIPT: A security deposit is required as a condition of this Lease. Upon payment of the security deposit by Tenant to Owner, Owner will provide a receipt containing the security deposit provisions required by law.

Security Deposit Amount: Eight hundred fifty Dollars (850.00)

4. PAYMENT OF RENT: Tenant agrees to pay the rent when due without any deduction or setoff. If a monthly installment of rent is paid more than five (5) days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of delinquent rent due. If a check is accepted by Owner from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a _____ charge to Owner as additional rent. The amount of late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such charges and fees as Owner has for the non-payment of rent.

5. OWNER LEGAL RIGHTS: If Tenant shall fail to pay the rent or any additional rent as herein provided, within fifteen (15) days of the date when due, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Owner may (a) re-enter the Property and terminate this Lease in accordance with the applicable provisions of law; (b) bring summary ejectment proceedings to evict Tenant; or (c) pursue any and all other remedies available to Owner at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Owner of any available action by Owner against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Owner prior to or subsequent to such termination and/or recovery of possession.

6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons: _____

7. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Owner agrees that Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions, and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.

8. SMOKE DETECTOR NOTICE: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector. BM Tenant's Initials

9. INSTALLATION OF SMOKE DETECTORS: (a) Tenant acknowledges Tenant's responsibility to equip the Property with at least one approved smoke detector in accordance with the provisions of Article 38A, §12A(b) and 13 of the Annotated Code of the State of Maryland, as amended. Tenant further acknowledges Tenant's responsibility to maintain said detector, and Tenant assumes all liability therefor. Tenant shall indemnify and hold Owner harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector. (b) The following is applicable only if the Property is located in Baltimore County: Tenant specifically acknowledges that Owner has installed one (1) detector in the Property as required by §5-12.1 of the Baltimore County Code. Tenant further acknowledges said detector is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Owner harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Owner as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Owner and Owner shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Owner the costs of repair or replacement incurred by Owner, or such costs as may be added to and deemed part of the rent. Owner shall have the same remedies for the collection of such costs as Owner has for nonpayment of rent.

10. TENANT'S USE OF KEYS AND LOCKS: No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Owner's prior written consent. Two (2) keys will be furnished to the Tenant and any additional keys required will be obtained from Owner and paid for by Tenant. Duplicate key(s) will not be made without Owner's prior written consent. All keys will be returned by Tenant to Owner upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Owner, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.



Property Address:

1331 Maple Ave Baltimore MD 21227

- 11. TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS:** Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.
- 12. OWNER/TENANT LIABILITY:** Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Owner shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Owner, or to hold Owner harmless, or to exonerate Owner from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of Owner on or about those areas which are not within Tenant's exclusive control.
- 13. TENANT INDEMNIFIES OWNER:** Tenant shall indemnify and hold Owner harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, or family member of Tenant.
- 14. OWNER'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Owner and Owner's agents and employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Owner is required to make under the terms of this Lease or which Owner otherwise deems necessary or appropriate. For a period of ninety (90) days prior to the expiration of the Initial Term, or any renewal thereof, Owner and Owner's agents shall have the right, at reasonable times, to show prospective tenants or purchasers through the Property and to post "For Sale" or "For Rent" signs thereon, as may be permitted by law.
- 15. TENANT'S RESPONSIBILITY AT END OF TERM:** Tenant agrees to surrender the Property to Owner at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.
- 16. FAILURE TO VACATE AT TERMINATION:** If Tenant does not vacate the Property on or before the last day of the applicable Term, Owner may (a) eject Tenant and take possession of the Property, storing all furniture and other personal property found on the Property at Tenant's risk and expense without liability to Owner; (b) hold Tenant liable as a tenant holding over for another one or more terms at the same rental; and/or (c) exercise any other remedy granted to a landlord under Maryland law.
- 17. TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE:** Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Owner, which consent may be withheld in the Owner's sole and absolute discretion. Any assignment or subletting without Owner's prior written consent shall be null and void and of no effect. Owner may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.
- 18. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS DAMAGED:** If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Owner, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Owner elects to repair the damage to the Property, then Owner shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.
- 19. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT:** If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Owner and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.
- 20. INSPECTIONS:** Tenant acknowledges that Owner has the right to be present at any and all inspections in and about the Property, and agrees to notify Owner prior to any inspection.
- 21. TENANT'S RESTRICTIONS CONCERNING VEHICLE PARKING:** Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.



Property Address: 1st 1331 Hephc ave Baltimore MD 21227

22. TENANT'S RESTRICTIONS CONCERNING TRASH: All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.

23. TENANT AND OWNER AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Owner or Tenant is prevented or is unable, for reasons beyond Owner's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Owner is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

24. TENANT AND OWNER AGREEMENT FOR REPAIRS: If, under the terms of this Lease, Owner has agreed to furnish any service or utility at Owner's cost and expense, Owner may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Owner temporarily stop or curtail the furnishing of any such service or utility, Owner shall use due diligence in restoring such service or utility.

25. OWNER'S RIGHTS TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise by Owner of Owner's remedies under this Lease, or should Tenant abandon the Property, Owner may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Owner shall reasonably determine. Tenant, upon demand by Owner, shall pay to Owner all costs and expenses incurred by Owner in such re-letting and shall thereafter pay monthly to Owner, in advance, the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Owner any obligation to show or lease the Property in preference to any other rental property(ies) owned by Owner.

26. TENANT RESPONSIBLE FOR ADDITIONAL RENT: Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; (b) any and all damages, costs and/or expenses which the Owner may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Owner shall have the same remedies for the collection of such payments as Owner has for non-payment of rent under this Lease.

27. ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.

28. OWNER DOES NOT WAIVE LEGAL RIGHTS: The failure of Owner to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Owner of such term or condition or an election for future instances.

29. HEIRS AND ASSIGNS ARE BOUND BY LEASE: The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Owner and Tenant.

30. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.

31. REAL ESTATE BROKER LEGAL LIMITATIONS: Owner and Tenant understand and acknowledge that Broker and Broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and Broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by Broker or any agent, subagent, or employee of Broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Owner and Tenant resulting in Broker or Broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Owner and Tenant, jointly and severally, agree to indemnify Broker and Broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by Broker or Broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against Broker or Broker's agents, subagents, or employees for any wrongdoing.



Property Address 1331 Hopton Ave Baltimore MD 21227

22. TENANT'S RESTRICTIONS CONCERNING TRASH: All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.

23. TENANT AND OWNER AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Owner or Tenant is prevented or is unable, for reasons beyond Owner's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Owner is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

24. TENANT AND OWNER AGREEMENT FOR REPAIRS: If, under the terms of this Lease, Owner has agreed to furnish any service or utility at Owner's cost and expense, Owner may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Owner temporarily stop or curtail the furnishing of any such service or utility, Owner shall use due diligence in restoring such service or utility.

25. OWNER'S RIGHTS TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise by Owner of Owner's remedies under this Lease, or should Tenant abandon the Property, Owner may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Owner shall reasonably determine. Tenant, upon demand by Owner, shall pay to Owner all costs and expenses incurred by Owner in such re-letting and shall thereafter pay monthly to Owner, in advance, the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Owner any obligation to show or lease the Property in preference to any other rental property(ies) owned by Owner.

26. TENANT RESPONSIBLE FOR ADDITIONAL RENT: Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; (b) any and all damages, costs and/or expenses which the Owner may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Owner shall have the same remedies for the collection of such payments as Owner has for non-payment of rent under this Lease.

27. ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.

28. OWNER DOES NOT WAIVE LEGAL RIGHTS: The failure of Owner to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Owner of such term or condition or an election for future instances.

29. HEIRS AND ASSIGNS ARE BOUND BY LEASE: The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Owner and Tenant.

30. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.

31. REAL ESTATE BROKER LEGAL LIMITATIONS: Owner and Tenant understand and acknowledge that Broker and Broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and Broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by Broker or any agent, subagent, or employee of Broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Owner and Tenant resulting in Broker or Broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Owner and Tenant, jointly and severally, agree to indemnify Broker and Broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by Broker or Broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against Broker or Broker's agents, subagents, or employees for any wrongdoing.



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32. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY: Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Owner harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by the Tenant of any of the covenants contained herein; or (3) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

33. TENANT'S RESTRICTIONS ON CHANGES TO THE PROPERTY: Tenant shall not make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Owner's written consent.

34. TENANT AND OWNER MAY MEDIATE DISPUTES: In the event a dispute between Owner and Tenant arises out of or from this Lease, Owner and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS, the Maryland Association of REALTORS, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Owner in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Owner. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

35. INCLUSIONS/EXCLUSIONS: Included in the Property are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included, as follows:

CHECK INCLUDED ITEMS

- | | | | |
|---|--|---|---|
| ☒ Stove or Range | ☐ Dishwasher | ☐ Ceiling Fan(s) # _____ | ☐ Alarm System |
| ☐ Cooktop | ☐ Freezer | ☐ Clothes Washer | ☐ Intercom |
| ☐ Wall Oven(s) # _____ | ☐ Window Fan(s) # _____ | ☐ Clothes Dryer | ☐ Storage Shed(s) # _____ |
| ☒ Refrigerator(s) # _____ | ☐ Fireplace Screen/Doors | ☐ Furnace Humidifier | ☐ Garage Opener(s) # _____ |
| ☐ w/ice maker | ☐ Pool, Equip. & Cover | ☐ Electronic Air Filter | ☐ w/remote(s) # _____ |
| ☐ Microwave | ☐ Hot Tub, Equip., Cover | ☐ Water Filter | ☐ Playground Equip. |
| ☐ Trash Compactor | ☐ Screens | ☐ Water Softener | ☐ Wood Stove |
| ☐ Exist. w/w Carpet | ☐ Storm Doors | ☐ Draperies/Curtains | ☐ T.V. Antenna |
| ☐ Food Disposer | ☐ Storm Windows | ☐ Drapery/Curtain Rods | ☐ Satellite Dish |
| ☐ Exhaust Fan(s) | ☒ Window A/C Unit(s) # _____ | ☐ Shades/Blinds | ☐ Central Vacuum |
| ☐ Lawn Mower(s) # _____ | ☐ Carbon Monoxide Detector(s) | | |

Additional Inclusions: _____

Exclusions: _____



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36. UTILITIES AGREEMENT: The obligations of Owner and Tenant with respect to the provision of utilities shall be as follows:

UTILITY	FURNISHED AT COST OF:		UTILITY	FURNISHED AT COST OF:	
a. Heating Fuel	Owner ☐	Tenant ☒	e. Cold Water/Sewer	Owner ☒	Tenant ☐
b. Cooking Fuel	Owner ☐	Tenant ☒	f. Cable TV	Owner ☐	Tenant ☒
c. Electricity	Owner ☐	Tenant ☒	g. _____	Owner ☐	Tenant ☐
d. Heating of Water	Owner ☐	Tenant ☒	h. _____	Owner ☐	Tenant ☐

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Owner may, in Owner's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such utility costs as Owner has for the non-payment of rent under this Lease.

37. MAINTENANCE AND REPAIRS: (a) Owner shall maintain, and/or repair/replace (if necessary in Owner's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Owner of any condition which is the obligation of Owner to repair or replace.

(b) Except as provided in (a) above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Owner, in Owner's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such costs as Owner has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

(c) If the Property is part of a multi-unit building, Tenant shall also be liable to Owner for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for collection of such costs as Owner has for the non-payment of rent under this Lease.

(d) Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows:

38. TENANT'S RESTRICTIONS CONCERNING PETS: NO PETS may be kept on the Property without the prior written permission of the Owner. If pets are allowed, an addendum containing PET provisions must be attached to this Lease.

39. TENANT'S AND OWNER'S DELIVERY OF NOTICES: All notices required to be given by Owner to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Owner of any portion of the security deposit shall be mailed by Owner to Tenant at Tenant's last known address, within forty-five (45) days after the termination or expiration of this Lease.

All notices required to be given by Tenant to Owner, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail.)

Name JANS LINDA 722 WESTHILL BLVD BALTIMORE MD 21229

☒ Owner ☐ Property Manager

Address

410 Phone (Home) 295671

40. AGENTS OF OWNER AND TENANT: Owner and Tenant each confirm that disclosure of the agency relationships as described in this Lease conforms with the agency relationships previously agreed upon in writing. Owner recognizes _____ as the Broker negotiating this Lease and agrees to pay said Broker a brokerage fee for services rendered in the amount provided for in the Listing Contract. In the event of the purchase of the property by Tenant or any agent or assign of Tenant during the initial Term of this Lease, or any renewal, Owner agrees to pay to Broker a brokerage fee in the amount of _____ % of the purchase price.

41. LEAD PAINT - APPLICABLE LAW: Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

(Paragraph Continued Next Page)



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If the Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that Owner will have the option to participate in the liability limitation portion of the Maryland Program. Age Classification of Property: Owner represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that (initial all that apply):

• The Federal Program (initial one)

☒ the Property was built during or after 1978; the Federal Program does not apply.
☐ the Property was built before 1978; the Federal Program applies.

• The Maryland Program (initial one)

☒ the Property was built prior to 1950, the Maryland Program applies fully.
☐ the Property was built after 1949 but before 1979, the Maryland Program applies at Owner's option.

• Age Classification Unknown (initial, if applicable)

☐ Owner is uncertain as to age classification; therefore, Owner acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1950, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards.

NOTICE TO TENANT - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS: Tenant acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges the receipt of the following required brochures:

1. Under Federal Law (the Residential Lead-Based Paint Hazard Reduction Act of 1992)
 - a. The EPA "Protect Your Family From Lead In Your Home" brochure.
2. Under Maryland Law (the Maryland Lead Poisoning Prevention Program)
 - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.
 - b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as 1.a.).

Tenant understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

X BB Tenant's Initials

42. **TENANT ACCEPTS PROPERTY:** Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing below.

43. "TIME IS OF THE ESSENCE" SHALL APPLY TO THIS LEASE.

44. **ADDITIONAL PROVISIONS:**

45. **ADDENDUM(S) ATTACHED CONCERNING:**

X
TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. OWNER AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

Brittany D. Dordridge 11/1/06 SEAL
Tenant Date
[Signature] 11/1/06 SEAL
Owner/Authorized Representative Date

Tenant Date SEAL

Owner/Authorized Representative Date SEAL

For convenience of Owner and Tenant a SECURITY DEPOSIT RECEIPT is printed on the next page

This form is prepared for the sole use of the following Board/Associations of REALTORS® and their members. Each Board/Association, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc. Harford County Association of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.

FORM 1006 (REV. 5/01)

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RESIDENTIAL DWELLING LEASE

USE ONLY FOR IMPROVED REAL PROPERTY CONTAINING ONE, TWO OR THREE SINGLE FAMILY
RESIDENTIAL DWELLING UNITS

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

LEASING BROKER: _____ BRANCH OFFICE: _____
OFFICE PHONE: _____ FAX: _____ BROKER/AGENT ID: _____
LEASING ASSOCIATE: _____ PHONE: _____ E-MAIL: _____
ACTING AS: ☐ OWNER'S AGENT (WHETHER COOPERATING AGENT OR OWNER AGENT) - OR
☐ EXCLUSIVE TENANT'S AGENT - OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

IN COOPERATION WITH

LISTING BROKER: _____ BRANCH OFFICE: _____
OFFICE PHONE: _____ FAX: _____ BROKER/AGENT ID: _____
LISTING ASSOCIATE: _____ PHONE: _____ E-MAIL: _____
ACTING AS ☐ LISTING BROKER AND OWNER'S AGENT - OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

OWNER/LANDLORD Hans E Linell

TENANT Shadia Manigo

LEASED PROPERTY ADDRESS (THE PROPERTY) 1331 Maple Ave, Baltimore

DATE OF LEASE OFFER: 11/1/07

1. INITIAL LEASE TERM: Owner leases to Tenant and Tenant leases from Owner the Property for the term of 1 year(s) or 1 month(s) commencing on the 11/1/07 and ending on the 11/1/07 (the "Initial Term"), at a total rental of ten thousand two hundred Dollars (10,200.00) for said Term, due and payable in equal monthly installments of eight hundred fifty Dollars (850), in advance, on the first day of each month.

2. RENEWAL OF LEASE TERMS (Initial one selection):

1 / 1 / 1 NONE. Tenant agrees to vacate the Property by the last day of the Initial Term. Notice shall not be required by either party.

1 / 1 / 1 MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the Initial Term. However, either party may terminate this Lease at the end of the initial Term by giving written notice to the other party at least ninety (90) days prior to end of the Initial Term. Either party may terminate the month-to-month Lease at the end of any rental month, provided that written notice is given to the other party at least thirty (30) days prior to the last day of the desired final rental month of the tenancy. NOTE: In Baltimore City at least sixty (60) days notice must be given; i.e., either party may terminate the month-to-month lease at the end of any rental month provided that written notice is given to the other party at least sixty (60) days prior to the last day of the desired final rental month of the tenancy.

1 / 1 / 1 YEAR-TO-YEAR: This Lease shall continue in force from year to year after the expiration of the initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party at least ninety (90) days prior to end of the initial or renewal term.

NOTICE: ANY WRITTEN NOTICE GIVEN PURSUANT TO RENEWAL TERMS BECOMES EFFECTIVE UPON THE FIRST DAY OF THE MONTH FOLLOWING DELIVERY OF THE NOTICE.



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3. SECURITY DEPOSIT: PAYMENT AND RECEIPT: A security deposit is required as a condition of this Lease. Upon payment of the security deposit by Tenant to Owner, Owner will provide a receipt containing the security deposit provisions required by law.

* Security Deposit Amount: Eight hundred fifty Dollars (\$850)

4. PAYMENT OF RENT: Tenant agrees to pay the rent when due without any deduction or setoff. If a monthly installment of rent is paid more than five (5) days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of delinquent rent due. If a check is accepted by Owner from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a 40.00 charge to Owner as additional rent. The amount of late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such charges and fees as Owner has for the non-payment of rent.

5. OWNER LEGAL RIGHTS: If Tenant shall fail to pay the rent or any additional rent as herein provided, within fifteen (15) days of the date when due, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Owner may (a) re-enter the Property and terminate this Lease in accordance with the applicable provisions of law; (b) bring summary ejectment proceedings to evict Tenant; or (c) pursue any and all other remedies available to Owner at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Owner of any available action by Owner against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Owner prior to or subsequent to such termination and/or recovery of possession.

6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons: _____

7. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Owner agrees that Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions, and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.

8. SMOKE DETECTOR NOTICE: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector. SM Tenant's Initials

9. INSTALLATION OF SMOKE DETECTORS: (a) Tenant acknowledges Tenant's responsibility to equip the Property with at least one approved smoke detector in accordance with the provisions of Article 38A, §12A(b) and 13 of the Annotated Code of the State of Maryland, as amended. Tenant further acknowledges Tenant's responsibility to maintain said detector, and Tenant assumes all liability therefor. Tenant shall indemnify and hold Owner harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector. (b) The following is applicable only if the Property is located in Baltimore County: Tenant specifically acknowledges that Owner has installed one (1) detector in the Property as required by §5-12.1 of the Baltimore County Code. Tenant further acknowledges said detector is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Owner harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Owner as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Owner and Owner shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Owner the costs of repair or replacement incurred by Owner, or such costs as may be added to and deemed part of the rent. Owner shall have the same remedies for the collection of such costs as Owner has for nonpayment of rent.

10. TENANT'S USE OF KEYS AND LOCKS: No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Owner's prior written consent. Two (2) keys will be furnished to the Tenant and any additional keys required will be obtained from Owner and paid for by Tenant. Duplicate key(s) will not be made without Owner's prior written consent. All keys will be returned by Tenant to Owner upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Owner, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.



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11. TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS: Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.

12. OWNER/TENANT LIABILITY: Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Owner shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Owner, or to hold Owner harmless, or to exonerate Owner from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of Owner on or about those areas which are not within Tenant's exclusive control.

13. TENANT INDEMNIFIES OWNER: Tenant shall indemnify and hold Owner harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, or family member of Tenant.

14. OWNER'S RIGHT TO ENTER THE PROPERTY DURING THE TERM: Owner and Owner's agents and employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Owner is required to make under the terms of this Lease or which Owner otherwise deems necessary or appropriate. For a period of ninety (90) days prior to the expiration of the Initial Term, or any renewal thereof, Owner and Owner's agents shall have the right, at reasonable times, to show prospective tenants or purchasers through the Property and to post "For Sale" or "For Rent" signs thereon, as may be permitted by law.

15. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Owner at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.

16. FAILURE TO VACATE AT TERMINATION: If Tenant does not vacate the Property on or before the last day of the applicable Term, Owner may (a) eject Tenant and take possession of the Property, storing all furniture and other personal property found on the Property at Tenant's risk and expense without liability to Owner, (b) hold Tenant liable as a tenant holding over for another one or more terms at the same rental, and/or (c) exercise any other remedy granted to a landlord under Maryland law.

17. TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE: Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Owner, which consent may be withheld in the Owner's sole and absolute discretion. Any assignment or subletting without Owner's prior written consent shall be null and void and of no effect. Owner may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

18. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS DAMAGED: If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Owner, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Owner elects to repair the damage to the Property, then Owner shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.

19. TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT: If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Owner and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

20. INSPECTIONS: Tenant acknowledges that Owner has the right to be present at any and all inspections in and about the Property, and agrees to notify Owner prior to any inspection.

21. TENANT'S RESTRICTIONS CONCERNING VEHICLE PARKING: Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.



Property Address: 1331 Maple Ave Baltimore MD 21227

- 22. TENANT'S RESTRICTIONS CONCERNING TRASH:** All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.
- 23. TENANT AND OWNER AGREEMENT IF UTILITIES ARE INTERRUPTED:** In the event Owner or Tenant is prevented or is unable, for reasons beyond Owner's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Owner is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.
- 24. TENANT AND OWNER AGREEMENT FOR REPAIRS:** If, under the terms of this Lease, Owner has agreed to furnish any service or utility at Owner's cost and expense, Owner may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Owner temporarily stop or curtail the furnishing of any such service or utility, Owner shall use due diligence in restoring such service or utility.
- 25. OWNER'S RIGHTS TO RE-RENT THE PROPERTY:** If the Property becomes vacant because of the exercise by Owner of Owner's remedies under this Lease, or should Tenant abandon the Property, Owner may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Owner shall reasonably determine. Tenant, upon demand by Owner, shall pay to Owner all costs and expenses incurred by Owner in such re-letting and shall thereafter pay monthly to Owner, in advance, the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Owner any obligation to show or lease the Property in preference to any other rental property(ies) owned by Owner.
- 26. TENANT RESPONSIBLE FOR ADDITIONAL RENT:** Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; (b) any and all damages, costs and/or expenses which the Owner may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Owner shall have the same remedies for the collection of such payments as Owner has for non-payment of rent under this Lease.
- 27. ATTORNEY'S FEES AND COURT COSTS:** Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.
- 28. OWNER DOES NOT WAIVE LEGAL RIGHTS:** The failure of Owner to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Owner of such term or condition or an election for future instances.
- 29. HEIRS AND ASSIGNS ARE BOUND BY LEASE:** The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Owner and Tenant.
- 30. CONTROLLING LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.
- 31. REAL ESTATE BROKER LEGAL LIMITATIONS:** Owner and Tenant understand and acknowledge that Broker and Broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and Broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by Broker or any agent, subagent, or employee of Broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Owner and Tenant resulting in Broker or Broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Owner and Tenant, jointly and severally, agree to indemnify Broker and Broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by Broker or Broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against Broker or Broker's agents, subagents, or employees for any wrongdoing.



Property Address: 1331 Maple ave Baltimore MD 21227

32. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY: Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Owner harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by the Tenant of any of the covenants contained herein; or (3) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

33. TENANT'S RESTRICTIONS ON CHANGES TO THE PROPERTY: Tenant shall not make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Owner's written consent.

34. TENANT AND OWNER MAY MEDIATE DISPUTES: In the event a dispute between Owner and Tenant arises out of or from this Lease, Owner and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS, the Maryland Association of REALTORS, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Owner in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Owner. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

35. INCLUSIONS/EXCLUSIONS: Included in the Property are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included, as follows:

CHECK INCLUDED ITEMS

- | | | | |
|---|--|---|---|
| ☒ Stove or Range | ☐ Dishwasher | ☐ Ceiling Fan(s) # _____ | ☐ Alarm System |
| ☐ Cooktop | ☐ Freezer | ☐ Clothes Washer | ☐ Intercom |
| ☐ Wall Oven(s) # _____ | ☐ Window Fan(s) # _____ | ☐ Clothes Dryer | ☐ Storage Shed(s) # _____ |
| ☒ Refrigerator(s) # _____ | ☐ Fireplace Screen/Doors | ☐ Furnace Humidifier | ☐ Garage Opener(s) # _____ |
| ☐ w/ice maker | ☐ Pool, Equip. & Cover | ☐ Electronic Air Filter | ☐ w/remote(s) # _____ |
| ☒ Microwave | ☐ Hot Tub, Equip., Cover | ☐ Water Filter | ☐ Playground Equip. |
| ☐ Trash Compactor | ☐ Screens | ☐ Water Softener | ☐ Wood Stove |
| ☐ Exist. w/w Carpet | ☐ Storm Doors | ☐ Draperies/Curtains | ☐ T.V. Antenna |
| ☐ Food Disposer | ☐ Storm Windows | ☐ Drapery/Curtain Rods | ☐ Satellite Dish |
| ☐ Exhaust Fan(s) | ☒ Window A/C Unit(s) # _____ | ☒ Shades/Blinds | ☐ Central Vacuum |
| ☐ Lawn Mower(s) # _____ | ☐ Carbon Monoxide Detector(s) | | |

Additional Inclusions: _____

Exclusions: _____



Property Address:

1331 Maple ave Baltimore MD 21227

36. **UTILITIES AGREEMENT:** The obligations of Owner and Tenant with respect to the provision of utilities shall be as follows:

UTILITY	FURNISHED AT COST OF:		UTILITY	FURNISHED AT COST OF:	
a. Heating Fuel	Owner ☐	Tenant ☒	e. Cold Water/Sewer	Owner ☒	Tenant ☐
b. Cooking Fuel	Owner ☐	Tenant ☒	f. Cable TV	Owner ☐	Tenant ☒
c. Electricity	Owner ☐	Tenant ☒	g. _____	Owner ☐	Tenant ☐
d. Heating of Water	Owner ☐	Tenant ☒	h. _____	Owner ☐	Tenant ☐

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Owner may, in Owner's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such utility costs as Owner has for the non-payment of rent under this Lease.

37. **MAINTENANCE AND REPAIRS:** (a) Owner shall maintain, and/or repair/replace (if necessary in Owner's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Owner of any condition which is the obligation of Owner to repair or replace.

(b) Except as provided in (a) above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Owner, in Owner's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for the collection of such costs as Owner has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

(c) If the Property is part of a multi-unit building, Tenant shall also be liable to Owner for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Owner on demand. Owner shall have the same remedies for collection of such costs as Owner has for the non-payment of rent under this Lease.

(d) Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows:

38. **TENANT'S RESTRICTIONS CONCERNING PETS:** NO PETS may be kept on the Property without the prior written permission of the Owner. If pets are allowed, an addendum containing PET provisions must be attached to this Lease.

39. **TENANT'S AND OWNER'S DELIVERY OF NOTICES:** All notices required to be given by Owner to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Owner of any portion of the security deposit shall be mailed by Owner to Tenant at Tenant's last known address, within forty-five (45) days after the termination or expiration of this Lease.

All notices required to be given by Tenant to Owner, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail.)

Name 722 West Hill's Parkway, Baltimore MD 21227
 Address 722 West Hill's Parkway Baltimore MD 21227
 Phone (Home) 410 299 5675

40. **AGENTS OF OWNER AND TENANT:** Owner and Tenant each confirm that disclosure of the agency relationships as described in this Lease conforms with the agency relationships previously agreed upon in writing. Owner recognizes _____ as the Broker negotiating this Lease and agrees to pay said Broker a brokerage fee for services rendered in the amount provided for in the Listing Contract. In the event of the purchase of the property by Tenant or any agent or assign of Tenant during the initial Term of this Lease, or any renewal, Owner agrees to pay to Broker a brokerage fee in the amount of _____ % of the purchase price.

41. **LEAD PAINT - APPLICABLE LAW:** Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

(Paragraph Continued Next Page)



Property Address: 1331 Maple ave Baltimore MD 21227

If the Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property except that Owner will have the option to participate in the liability limitation portion of the Maryland Program. Age Classification of Property: Owner represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that (initial all that apply):

• The Federal Program (initial one)

 the Property was built during or after 1978; the Federal Program does not apply.
 the Property was built before 1978; the Federal Program applies.

• The Maryland Program (initial one)

 the Property was built prior to 1950, the Maryland Program applies fully.
 the Property was built after 1949 but before 1979, the Maryland Program applies at Owner's option.

• Age Classification Unknown (initial, if applicable)

 Owner is uncertain as to age classification; therefore, Owner acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1950, and agrees that the Property is fully subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards.

NOTICE TO TENANT - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS: Tenant acknowledges that Property may be subject to Federal and Maryland law as to the presence of lead-based paint and/or lead-based paint hazards. Tenant acknowledges the receipt of the following required brochures:

1. Under Federal Law (the Residential Lead-Based Paint Hazard Reduction Act of 1992)
 - a. The EPA "Protect Your Family From Lead In Your Home" brochure.
2. Under Maryland Law (the Maryland Lead Poisoning Prevention Program)
 - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the Environment.
 - b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as 1.a.).

Tenant understands and acknowledges that compliance under the Federal and Maryland laws is the sole responsibility of Owner and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice.

Tenant's Initials

42. **TENANT ACCEPTS PROPERTY:** Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing below.

43. "TIME IS OF THE ESSENCE" SHALL APPLY TO THIS LEASE.

44. **ADDITIONAL PROVISIONS:**

45. **ADDENDUM(S) ATTACHED CONCERNING:**

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. OWNER AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

<u> </u> Tenant	<u>11/3/07</u> Date	SEAL	<u> </u> Tenant	<u> </u> Date	SEAL
<u> </u> Owner/Authorized Representative	<u>11/1/07</u> Date	SEAL	<u> </u> Owner/Authorized Representative	<u> </u> Date	SEAL

For convenience of Owner and Tenant a SECURITY DEPOSIT RECEIPT is printed on the next page

This form is prepared for the sole use of the following Board/Associations of REALTORS® and their members. Each Board/Association, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc. Harford County Association of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.



* LOCATION AND PROPERTY FACTORS *

ACCOUNT NO: 13 1323154180 NAME KEY: LINDH HANS E

PREMISE ADDRESS

LEGAL DESC 1: IMPS LT 147,148 PT 146 NUMBER: 1331 SUFFIX: DIR:
LEGAL DESC 2: 1331 MAPLE AVE STREET: MAPLE
LEGAL DESC 3: ARBUTUS TERRACE TYPE : AVE CONDO NO:
CITY :
ZIP :

PROPERTY FACTORS

LAND DATA	PRIMARY STRUCTURE DATA	UTIL WATER 1 SEWER: 1
AREA: 5,500.00 S	GRADE : 4 YEAR BUILT: 1942	LOCAT WTFRT: 0 REAR :
W/D: 50.00	CONSTR: 01	STREET PAVED: UNPVD:
CAMA VALUATION UNIT: 1	STORY : 06	INFLU COM/IN: 0 HISTR:
AGR LAND PRES FDN	TYPE : 01	TOPOG LEVEL: ROLLG:
AREA: 0.00	COND : 3	SHAPE RECTG: IRREG:
NON PERC	ENCLOSED AREA: 1747 SF	PLAN DEV DATE:
TEST DATE:	ADDITIONAL STRUCTURE DATA	CAMA SET: 01303
AREA: 0.00	UNITS: 1 STORIES:	SUBSET: 00046

F1 = PRIMARY	F5 = TAX/NEW CONS	F8 = NOTICES	F11= APPEALS
F2 = VALUES	F6 = ENTRY SCREEN	F9 = ASSESSMENTS	F13= INTAKE SHEET
F4 = TRANSFERS		F10= PERMITS	F14= HIST

195603 : This Lease made this 15th day of June in the year one thousand nine
 Hugh F Cole & Wf : hundred and forty-one between Hugh F Cole and Virginia M Cole his
 Lease to : wife of Baltimore County of the first part and Harry S Barker and
 Harry S Barker & Wf : Bertha M Barker his wife of Baltimore County of the second part
 State Tax \$1.20 : Witnesseth that the said Hugh F Cole and Virginia M Cole his wife

in consideration of the rent hereinafter expressed to be paid do lease unto the said Harry S Barker and Bertha M Barker his wife their executors administrators and assigns all that lot of ground and premises situate lying and being in the County of Baltimore aforesaid and described as follows to wit:

Beginning for the same the following described property situate and lying in Arbutus Baltimore County State of Maryland and known as one-half of Lot No 146 and all of Lots No 147 and 148 Plat of Arbutus Terrace in Plat Book No 7 folio 17

Being part of the land described in a Deed dated the 27th day of March 1939 from Agust Raveio et al to the said grantors and recorded among the Land Records of Baltimore County in C W B Jr No 1063 folio 53

Together with all improvements thereon made lanes alleys ways waters easements emoluments and advantages to the said ground belonging or in anywise appertaining

To be held by the said lessees their executors administrators and assigns for the term of ninety-nine years beginning on the day of the date of these presents they the said lessees their executors administrators or assigns yielding and paying unto the said lessors their heirs or assigns the rent or yearly sum of Seventy-two dollars and that in even and equal half-yearly instalments accounting from the first 1st day of July one thousand nine hundred and forty-one over and above all deductions for taxes and assessments of every kind levied or assessed or hereafter to be levied or assessed on said demised premises or the rent issuing therefrom Provided that if the said rent shall be in arrear in whole or in part at any time then it shall be lawful for the said lessors their heirs or assigns to make distress therefor

And provided also that if the said rent shall be in arrear in whole or in part for sixty days then it shall be lawful for the said lessors their heirs or assigns to re-enter upon the hereby demised premises and hold the same until all the arrearages of rent thereon and all expenses incurred by reason of such non-payment shall be fully paid

And provided further that if said rent shall be in arrears for six months then the said lessors their heirs or assigns may re-enter upon the premises hereby demised and hold the same as if this lease had never been made

And the said lessees for themselves their heirs executors administrators and assigns covenants with the said lessors their heirs and assigns to pay the aforesaid rent taxes and assessments when legally demandable

And the said lessors for themselves heirs executors administrators and assigns do hereby covenant with the said lessees their executors administrators and assigns that on payment by the said lessees their heirs executors administrators and assigns of said rent and performance of all covenants herein on their part to be paid and performed they the said lessors their heirs executors administrators and assigns will warrant the property hereby leased from all claims thereon under or by said lessors or any person claiming by from or under them

Also that at any time during this demise the said lessors their heirs or assigns shall on payment to them of Ten Dollars as

1 cost a new lease of the above demised property for another term of ninety-nine years commence on the expiration of this subject to the same rent and with the same covenants that the demise hereby created may be renewable and renewed from time to time forever Witness the hands and seals of the parties hereto

It	Hugh F Cole	(SEAL)
Joshua S Hull	Virginia M Cole	(SEAL)
	Harry S Barker	(SEAL)
	Bertha M Barker	(SEAL)

ate of Maryland County of Baltimore to wit

I Hereby certify that on this day of June in the year one thousand nine hundred and rty-one before me the subscriber a Notary Public of the State of Maryland in and for ltimore County aforesaid personally appeared Hugh F Cole and Virginia M Cole his wife d severally acknowledged the foregoing Lease to -- their act

(Notarial Seal)

Joshua S Hull

Notary Public

orded Oct 7 1941 at 2.15 P M and Rxd per Christian H Kahl Clerk
Examiners (U&P)

5604 : This Mortgage made this 16th day of September in the year one thous-
rry S Barker & Wf : and nine hundred and forty-one between Harry S Barker and Bertha
Mortg to : M Barker his wife of Baltimore County in the State of Maryland
ads Fed S & L Assn : mortgagors and the Leeds Federal Savings and Loan Association a
: body corporate duly incorporated mortgagee

Whereas said mortgagors being members of said body corporate have received therefrom an vance of Forty-five Hundred and 00/100 Dollars being part of the purchase money for the operty hereinafter described

And whereas said mortgagors have agreed to repay the said sum so advanced in installments th interest thereon from the date hereof at the rate of six per cent (6%) per annum in the nner following

By the payment of Thirty-Seven and 98/100 Dollars on or before the first day of each and ery month from the date hereof until the whole of said principal sum and interest shall paid which interest shall be computed by the calendar month and the said installment yments may be applied by the mortgagee in the following order (1) to the payment of inter- t (2) to the payment of all taxes water rent assessments or public charges of every nature d description ground rent fire tornado and life insurance premiums and other charges affect- g the hereinafter described premises and (3) towards the payment of the aforesaid prin- pal sum or in any other way mortgagee may elect

The due execution of this mortgage having been a condition precedent to the granting of id advance

Now therefore this mortgage witnesseth that in consideration of the premises and of the n of one dollar the said mortgagors do grant convey and assign unto the said mortgagee its ccessors and assigns all those lots of ground situate and lying in Baltimore county in- id State and described as follows

All those three lots of ground known as numbers 146 147 and one-half of 148 of Arbutus rface as laid down on a plat of ssid land as sub-divided by J Spence Howard Surveyor id plat between and from Emma D York to Walter B Stevens and wife dated May

I HEREBY CERTIFY, that on this 20th day of December, in the year one thousand and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Henry J. Knott President of MARDON HOMES, INC. the within named grantor, and he acknowledged the foregoing Deed as the act of said body corporate.

WITNESS my hand and notarial seal the day and year last above written.

(Notarial Seal)

Lillian V Dailey

Lillian V. Dailey Notary Public

Recorded December 30 1949 at 11:15 A M & exd per T Braden Silcott-Clerk (recd by
EXD BY DD&AJ -----

122855 Hugh F Cole et al : THIS DEED, Made this 15th day of November in
Deed to Harry S Barker et al : one thousand nine hundred and forty-nine by
SS \$1.65 USS \$1.65 : and VIRGINIA M. COLE, his wife, of Baltimore
-----: State of Maryland, parties of the first part
S. BARKER and BERTHA M. BARKER, his wife, of Baltimore County, State of Maryland
of the second part.

WITNESSETH that in consideration of the sum of Five (\$5.00) Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the said parties of the second part, as the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee-simple, all that lot or parcel of ground situate, lying and being in Baltimore County, State of Maryland, and described as follows, that is to say

BEING situate in Arbutus, Baltimore County, Maryland, and known as the north half of lot No. 146 and all of Lots Nos. 147 and 148 on the Plat of Arbutus Terraces among the Plat Records of Baltimore County in Plat Book W.P.C. No. 7, folio 17. The improvements thereon being known as No. 1331 Maple Avenue.

BEING the same lot or parcel of ground described in a Lease from Hugh F. Cole to Virginia M. Cole, his wife, to Harry S. Barker and Bertha M. Barker, his wife, dated 15th, 1941, and recorded among the Land Records of Baltimore County in Liber C.H. 368; wherein was reserved the right to collect an annual ground rent of \$72.00 per equal half yearly installments on the first days of January and July in each and

TOGETHER, with the buildings and improvements thereon erected, made or being made, and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages the same belonging, or in any wise appertaining, and especially the annual ground rent said.

TO HAVE AND TO HOLD the said lot or parcel of ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper benefit of the said parties of the second part, as tenants by the entireties, the survivor of them, and the heirs and assigns of such survivor in fee-simple,

Helyn A. Pessaro

Hugh F. Cole

Virginia M. Cole (Seal)

Virginia M. Cole

MARYLAND, City of Baltimore, TO WIT:

REBY CERTIFY, that on this 15th day of November in the year one thousand nine hundred and forty-nine before me, the subscriber, a Notary Public, of the State of Maryland, in and to the said, personally appeared Hugh F. Cole and Virginia M. Cole, his wife, and they acknowledged the foregoing Deed to be their act.

WITNESS my hand and notarial seal the day and year last above written.

Notarial Seal)

Helyn A Pessaro

Helyn A. Pessaro NOTARY PUBLIC

December 30 1949 at 11:15 AM & exd per T Braden Silcott-Clerk (recd by JAH)

DD&AJ_ - - - - -

Harry G Talbott et al

: THIS LEASE, Made this 22nd day of December, in the

Land Record Holding Co

: year one thousand nine hundred and forty-nine,

: between HARRY G. TALBOTT and LILLIAN L. TALBOTT, his

-----: wife, of Baltimore County, Maryland, parties of

part, LESSORS, and THE LAND RECORD HOLDING COMPANY, a body corporate, duly incorporated

under the Laws of the State of Maryland, party of the second part, LESSEE.

WITNESSETH, That the said LESSORS, in consideration of the rent hereinafter expressed, do lease unto the said LESSEE, its successors and assigns, all that lot of ground, situate, lying and being in Baltimore County, Maryland, aforesaid, and described as follows, to wit:

All those two (2) lots of ground situate, lying and being in Baltimore County, Maryland, and designated as Lots Nos. 740 and 741 on the Plat of the tract of land known as Hillendale Park, which Plat is recorded among the Plat Records of Baltimore County, Maryland, Book L.McL.M. No. 9, folio 10.

And all that lot or parcel of ground described in a deed dated October 5, 1949, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1794, folio 14, from Bauernfiend and Catherine Bauernfiend, his wife, to the said Harry G. Talbott and L. Talbott, his wife, the Lessors herein.

TOGETHER with all improvements, thereon made, lanes, alleys, ways, waters, easements, rights and advantages to the said ground belonging or in anywise appertaining.

To be held by the said lessee, its successors and assigns, for the term of ninety-nine years, beginning on the day of the date of these presents it, the said lessee, its successors, yielding and paying unto the said lessors, their heirs or assigns, the rent of Eighty-Four (\$84.00) Dollars, and that in even and equal half-yearly installments, accounting from the 22nd day of December, one thousand nine hundred and forty-nine, above all deductions for taxes and assessments of every kind, levied or assessed or to be levied or assessed, on said demised premises, or the rent issuing therefrom.

3428/18

Deed, Made this 19th day of JANUARY, in the year one
hundred and fifty-eight NINE, by and between BERTHA M. BARKER, widow,
Baltimore County, State of Maryland, of the first part, Grantor, and WHEELER HOLDING,
corporation of the State of Maryland, of the second part, Grantee.

Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the
whereof is hereby acknowledged, the said Grantor does hereby grant, convey, and assign unto
Grantee, its successors and assigns, in fee simple, all that

lot(s) of ground

Baltimore County,

State of Maryland, and described as follows, that is to say:

BEING situate in Arbutus, Baltimore County, Maryland, and known as the
East one-half of Lot No. 146 and all of Lots Nos. 147 and 148 on the Plat of
Terrace, recorded among the Plat Records of Baltimore County in Plat Book
No. 7 folio 17. The improvements thereon being known as No. 1331 Maple Avenue.

TITLE to the above property was acquired by Harry S. Barker and Bertha M.
his wife, by the two following Instruments: (1) Lease dated June 15, 1941 and
recorded among the Land Records of Baltimore County in Liber C.H.K. No. 1190 folio
from Hugh F. Cole and wife, and (2) Deed dated November 15, 1949 and recorded
among the aforesaid Land Records in Liber T.B.S. No. 1810 folio 238, from Hugh F.
and wife. The said Harry S. Barker departed this life on April 11, 1956, thereby
leaving absolute fee simple in the said Bertha M. Barker, by reason of survivorship.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, wa-
leges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lot(s) of ground and premises, unto and to the use of
WHEELER HOLDING, INC., its successors and assigns, in fee simple.

And the said Grantor covenants to warrant specially the property hereby granted and convey
execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the u
gender shall be applicable to all genders.

Witness the hand(s) and seal(s) of the said grantor(s):

WITNESS:

J. Lloyd Wilkinson
J. LLOYD WILKINSON

Bertha M. Barker
Bertha M. Barker

State of Maryland, City of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 19th day of JANUARY
before me, a Notary Public of the State aforesaid, personally appeared BERTHA M. BARKER, wife

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the
instrument, who signed the same in my presence, and acknowledged that s/he executed the same for
poses therein contained.

WITNESS my hand and Notarial Seal.



J. Lloyd Wilkinson
J. LLOYD WILKINSON Notary Public
My commission expires: May 4, 1959

Rec'd for record JAN 23 1959 at 1:50 PM

Per Walter J. Rasmussen, Clerk

Mailed to J. Lloyd Wilkinson

3478/20

THIS DEED, Made this 19th day of JANUARY, in the year one thousand nine hundred and fifty-~~seven~~^{seven} by and between WHEELER HOLDING, INC., a corporation of the State of Maryland, party of the first part; BERTHA M. BARKER, widow, of Baltimore County, State of Maryland, party of the second part; HILKEY E. FISHER, daughter, (also known as Shirley E. Chase and Shirley E. Ring) of the same place, party of the third part; and NILA POMERZYNSKI, Trustee, as hereinafter set forth, party of the fourth part.

WITNESSETH; that in consideration of the sum of Five Dollars (\$5.00) and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, for and during the term of her natural life, with the powers hereinafter expressed and set forth, and upon the death of the said party of the second part, to the said party of the third part, for and during the term of her natural life, with the powers hereinafter expressed and set forth, and with remainder over to the said party of the fourth part, Trustee as hereinafter mentioned, her successors and assigns, in fee simple, all that lot of ground situate in Baltimore County, State of Maryland, and described as follows, that is to say:

BEING situate in Arbutus, Baltimore County, Maryland, and known as the northwest one-half of Lot No. 146 and all of Lots Nos. 147 and 148 on the Flat of Arbutus Terrace, recorded among the Flat Records of Baltimore County in Plat Book W.P.C. No. 7 folio 17. The improvements thereon being known as No. 1331 Maple Avenue.

BEING the same lot of ground which by Deed dated JANUARY 19, 1958, and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto, was granted and conveyed by Bertha M. Barker, widow, to the said party of the first part, in fee simple.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground with the improvements and appurtenances thereunto belonging, unto and to the proper use of the said BERTHA M. BARKER, widow, for and during the term of her natural life, so that the said Bertha

Bertha M. Barker at any time during her natural life to sell, mortgage, lease or otherwise dispose of not only her life estate in the aforesaid property hereby conveyed, but the interest of the remaindermen, as set forth in this Deed, and that the said Bertha M. Barker, may by her own act and deed, fully and effectually bar, extinguish and encumber her own interest and the interest of said remaindermen in such manner as she may deem proper, without any obligation on the part of any purchaser, mortgagee or lessee to see to the application of the purchase money derived from said property, and with the full right to consume the proceeds thereof. And from and immediately upon the death of the said Bertha M. Barker, then, in the event the said property shall be undisposed of, unto the said SHIRLEY E. FISHER, daughter, for and during the term of her natural life, so that the said Shirley E. Fisher, during her lifetime, may and shall be authorized and empowered to collect and receive the income, rents, issues and profits thereof, and appropriate and apply the same to her own use and benefit, and with full power in and to the said Shirley E. Fisher, at any time during her natural life, to sell and lease the said property but without the power to mortgage, not only her life estate in the aforesaid property hereby conveyed, but the interest of the remaindermen, as set forth in this Deed, to the end that the said Shirley E. Fisher, may, by her own act and deed, fully and effectually bar, extinguish and encumber her own interest and the interest of the remaindermen in such manner as she may deem proper, without any obligation on the part of any purchaser or lessee, and in the event the property is sold, said Shirley E. Fisher in her own individual right shall be entitled to one-third of the proceeds of said sale and the balance or two-thirds of said proceeds of said sale to be divided equally between Dona Lee Ring and Carol Ann Chase, but in the event either Dona Lee Ring or Carol Ann Chase shall die before the property is sold by the said Shirley E. Fisher under the aforesaid power, then the entire two-thirds of the proceeds to be paid to the survivor, but in no event shall the purchaser of said property be required to see to the application of the purchase money, and from and immediately upon the death of the said Shirley E. Fisher, then, in the event said property shall be undisposed of, unto the said NILA POMERZYNSKA, as Trustee, in trust for the benefit and general welfare of Dona Lee Ring and Carol Ann Chase without

necessity of any Court assuming jurisdiction over said trust, to hold, manage and control the trust property, to collect the rents and profits thereon, and with full power and authority to sell, lease and dispose of the same in any manner, to execute a good and sufficient deed or deeds, leases or any other papers necessary to carry out her duties as trustee therefor, of the whole or any part of the trust estate herein created, and to invest, re-invest and to change the investments from time to time, and as often, in the judgment of my said Trustee or her successor, as it may seem advantageous, and without there being any obligation on the part of any purchaser or purchasers, thereof to see to the application of the purchase money and without application to any Court for authority to do so, to expend out of the corpus or net income, or both, such sums as my Trustee or her successor within her complete discretion deems advisable to provide for the general welfare of the said Dona Lee Ring and Carol Ann Chase. Said trust shall terminate when Carol Ann Chase shall reach the age of twenty-one (21) years at which time the trust property shall pass to both Dona Lee Ring and Carol Ann Chase, as joint tenants or the survivor of them, in fee simple.

AND the said party of the first part covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said land as may be requisite.

WITNESS the corporate seal of the said party of the first part, and the signature of its President or Vice-President hereto.

WITNESS:

J. Lloyd Wilkinson
J. LLOYD WILKINSON

WHEELER HOLDING, INC.,
SEAL BY
MARYLAND
1952
James W. Leyko
Vice-President.
JAMES W. LEYKO

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 19th day of JANUARY, in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JAMES W. LEYKO who acknowledged himself to be Vice-President of WHEELER HOLDING, INC., a corporation, and that he, as such Vice-President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

WITNESS my hand and Notarial Seal.

J. Lloyd Wilkinson NOTARY PUBLIC.
J. LLOYD WILKINSON
My commission expires May 4, 1959.

4956/542
This Deed, Made this

17th

day of JANUARY

, in the year one

thousand nine hundred and sixty-nine

, by and between

BERTHA M. WEBER, of the first part, Grantor, and WHEELER HOLDING, INC., a corporation of the state of Maryland, of the second part, Grantee.

Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the in exercise of the power vested in her by the hereinafter mentioned Deed, receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, and assign unto the said Grantee, its successors and assigns, in fee simple, all that property

situate in Baltimore County,

in the State of Maryland, and described as follows, that is to say:

BEING SITUATE in Arbutus, Baltimore County, Maryland, and known as the northwest one-half of Lot No. 146 and all of Lots Nos. 147 and 148 on the Plat of Arbutus Terrace, recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 7 folio 17. The improvements thereon being known as No. 1331 Maple Avenue.

BEING the same property which by Deed dated January 19, 1959 and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3478 folio 20, was granted and conveyed by Wheeler Holding, Inc. to Bertha M. Barker, widow, for life, with full powers of disposition as therein set forth and this deed is executed in pursuance of the powers therein contained. The said Bertha M. Barker has since married William Weber and is now known as Bertha M. Weber.

TRANSFER TAX NOT REQUIRED

15069
Norman W. Wood
Director of Finance

Per: Sharon Cooper
Authorized Signature

To have and to hold the said described lot(§) of ground and premises, unto and to the use of the said
WHEELER HOLDING, INC., its successors and assigns, in fee simple.

And the said Grantor covenants to warrant specially the property hereby granted and conveyed, and to
execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any
gender shall be applicable to all genders.

Witness the hand(s) and seal(s) of the said grantor(s):

WITNESS:

J. Lloyd Wilkinson
J. LLOYD WILKINSON

Bertha M. Weber [Seal]
Bertha M. Weber

[Seal]

State of Maryland, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of JANUARY, 19 69,
before me, a Notary Public of the State aforesaid, personally appeared
BERTHA M. WEBER

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within
instrument, who signed the same in my presence, and acknowledged that she executed the same for the pur-
poses therein contained.

WITNESS my hand and Notarial Seal.



J. Lloyd Wilkinson
J. LLOYD WILKINSON Notary Public
My commission expires: 6/30/69

Rec'd for record JAN 20 1969 at 10¹⁰ A
Per Orville T. Connell, Clerk
Mail to J. Lloyd Wilkinson
Receipt No. 227763

4956/544

This Deed, Made this 17th day of JANUARY, in the year one

thousand nine hundred and sixty-nine, by and between

WHEELER HOLDING, INC.,

a body corporate of the State of Maryland, of the first part, Grantor, and

✓ BERTHA M. WEBER, of the second part, and ✓ SHIRLEY E. SWANN, (daughter) and ✓ DONA LEE RING and ✓ CAROL ANN CHASE (granddaughters), of the third part, Grantees.

Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto the said party of the second part, for and during the term of her natural life, with the powers hereinafter fully set out, and with remainder over as hereinafter provided, all that property

~~lots) no ground~~

situate in in Baltimore County,

In the State of Maryland, and described as follows, that is to say:

BEING SITUATE in Arbutus, Baltimore County, Maryland, and known as the northwest one-half of Lot No. 146 and all of Lots Nos. 147 and 148 on the Plat of Arbutus Terrace, recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 7 folio 17. The improvements thereon being known as No. 1331 Maple Avenue.

BEING the same property which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto, was granted and conveyed by Bertha M. Weber to the within Grantor, in fee simple.

TRANSFER TAX NOT REQUIRED

1.20.69

Norman V. Wood

Director of Finance

Per:

Sharon Cooper

Authorized Signature

Jan 6 - 1969

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said

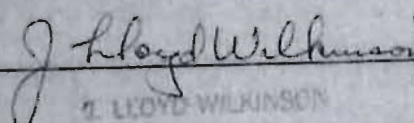
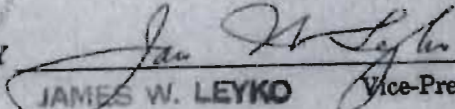
BERTHA M. WEBER, for and during the term of her natural life, with full power in her to sell, mortgage, lease or otherwise dispose of said property, (but without the power to will) any and all interest therein both life estate and remainder, and to use and consume the proceeds of sale, mortgage, lease or other disposition for her own use, without obligation on the part of the purchaser, mortgagee, or lessee to see to the proper application of the purchase money, and from and immediately after the death of the said Bertha M. Weber, then, as to so much of said property as may not have been disposed of by the said Bertha M. Weber in her lifetime under the aforesaid powers, unto the said SHIRLEY E. SWANN, (daughter) DONA LEE RING and CAROL ANN CHASE (granddaughters), as joint tenants and not as tenants in common, their assigns, the survivor of them, and the heirs and assigns, of the survivor, in fee simple.

And the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Testimony Whereof, the said Grantor has caused its corporate seal to be hereto affixed, and its Vice-President to set his hand hereto.

WITNESS:

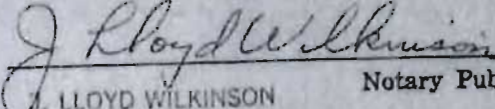

J. LLOYD WILKINSON
 WHEELER HOLDING, INC.,
BY 
JAMES W. LEYKO Vice-President

State of Maryland, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of JANUARY, 19 69, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JAMES W. LEYKO, who acknowledged himself to be the Vice-President of the Grantor Corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as Vice-President.

WITNESS my hand and Notarial Seal.




J. LLOYD WILKINSON Notary Public
My commission expires: 6/30/69

Rec'd for record JAN 20 1969 at 10:11
Per Orville T. Gosnell, Clerk
Mail to J. Lloyd Wilkinson
Receipt No. 227764 • 10.00

This Deed, Made this 17th day of September,

in the year one thousand nine hundred and seventy-seven, by and between

BERTHA M. WEBER, of Baltimore County,

of

in the State of Maryland, of the first part, and

BERTHA M. WEBER, of Baltimore County, State of Maryland, of the second part.

Witnesseth, That in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said BERTHA M. WEBER, acting under and by virtue and in pursuance of the power and authority conferred upon her by the terms of the deed hereinafter referred to, do es grant and convey unto the said BERTHA M. WEBER, her personal representatives

and assigns, in fee simple, all of those lots of ground, situate, lying and being in Baltimore County, State of Maryland, aforesaid, and described as follows, that is to say:—

BEING SITUATE

in Arbutus, Baltimore County, Maryland, and known as the northwest one-half of Lot No. 146 and all of Lots Nos. 147 and 148 on the Plat of Arbutus Terrace, recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 7, folio 17. The improvements thereon being known as No. 1331 Maple Avenue.

BEING the same lots of ground which by Deed dated January 17, 1969 and recorded among the Land Records of Baltimore County in Liber OTG No. 4956, folio 544, was granted and conveyed by Wheeler Holding, Inc. unto Bertha M. Weber, et al, the said Bertha M. Weber reserving unto herself a life estate in the hereinbefore described property with full powers to convey, etc., the within named Grantor.

TRANSFER TAX NOT REQUIRED
Walter R. Richardson
Director of Finance

BALTIMORE COUNTY, MARYLAND

Per: Henry J. Colburn
Authorized Signature

9-23-77

Roll 11-58-E

the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

BERTHA M. WEBER, her personal representatives

hold and assigns, in fee simple.

And the said party of the first part hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property granted and she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

TEST:

Patricia Roper } Bertha M. Weber (SEAL)
BERTHA M. WEBER
_____(SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 17th day of September, in the year one thousand nine hundred and seventy-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared BERTHA M. WEBER

the above named grantor and she acknowledged the foregoing Deed to be her act.

As Witness my hand and Notarial Seal.

Rec'd for record SEP 23 1977 at 10:57 AM
Per Elmer H. Kahlins Jr., Clerk
R. 12 to Patricia S. Brewer, Jr.
Receipt No. 8.00



Patricia Roper
Notary Public.

6292/7

THIS DEED, Made this 31st day of May in the year one thousand nine hundred and eighty-one, by and between Edwin Merle Taylor, Jr. Personal Representative of the Estate of Bertha M. Weber, deceased, party of the first part, and Roger L. Spurgeon and Thomas E. Spurgeon, parties of the second part, of Baltimore County, State of Maryland.

WHEREAS, the said Bertha M. Weber departed this life on or about September 29, 1980 possessed of the fee simple interest in the lot of ground hereinafter described, and

WHEREAS, the said Bertha M. Weber left a Last Will and Testament, which was duly admitted to Probate by the Orphans' Court of Baltimore County and is of record in the office of the Register of Wills for said County in Wills P.J.B. No. 184, folio 736, File No. 46996.

NOW THEREFORE THIS DEED WITNESSETH, that for and in consideration of the premises and the sum of FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00), the receipt of which is hereby acknowledged by the said Edwin Merle Taylor, Jr., Personal Representative acting by virtue of and in pursuance of the power contained in the Last Will and Testament of Bertha M. Weber, doth grant and convey unto the said parties of the second part, as tenants in common, their heirs and assigns, in fee simple, all that lot of ground situate and lying in the 13th Election District of Baltimore County, State of Maryland and described as follows:

BEING SITUATE in Arbutus, Baltimore County, Maryland, and known as the northwest one-half of Lot No. 146 and all of lots Nos. 147 and 148 on the Plat of Arbutus Terrace, recorded among the Plat Records of Baltimore County in Plat Book W. P. C. No. 7, folio 17. The improvements thereon being known as 1331 Maple Avenue.

BEING the same lot of ground and premises which, by deed dated September 17, 1977 and recorded among the land Records of Baltimore County in Liber E.H.K.Jr. No. 5805, folio 838 etc., was granted and conveyed by Bertha M. Weber unto Bertha M. Weber.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described

8 B15B*****370D0D A 8285A

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION

Sum 5/28/81

and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages, thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, as tenants in common, their heirs and assigns, in fee simple, subject however, to the conditions and restrictions of record, if any.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; and that he will execute such further assurances of the said land as may be requisite.

WITNESS the hand and seal of the said Edwin Merle Taylor, Jr., Personal Representative of the Estate of Bertha M. Weber, the Grantor herein.

Test:

✓ Edwin Merle Taylor, Jr.

✓ _____ (SEAL)
Edwin Merle Taylor, Jr., Personal Representative of the Estate of Bertha M. Weber.

Witnessed & Licensed
STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of May, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Edwin Merle Taylor, Jr., Personal Representative of the Estate of Bertha M. Weber, the Grantor herein, known to me to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the said instrument to be his act as Personal Representative under the Last Will and Testament of Bertha M. Weber.

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

✓ William L. Brown
My Commission Expires August 16, 1981 Notary Public.

RECORD AND RETURN TO
ROBERT J. BRANNAN
EQUITABLE TOWSON BLDG.
TOWSON, MD. 21204



0001-000 0000002 10-2-81
0002-000 0000002 10-2-81
0003-000 0000002 10-2-81
0004-000 0000002 10-2-81

Rec'd for record JUN 2 1981 11:30AM
Per Elmer H. Kahlert, Jr., Clerk
Mail to Robert J. Brannan
Receipt No. 10.00

Case No.: 2008-0504-SPH 1331 MAPLE AVE

Exhibit Sheet

Petitioner/Developer

Protestant

No. 1	Site Plan	Photo's - trash and Parking. A then
No. 2	PHOTO SITE DRAWING	Ltr. - A neighbor of Arbutus - July 12, 2008
No. 3	3A thru 3 F PHOTO'S - Existing Conditions	Ltr. - Thomas R. Oberbein - July 16, 2008
No. 4	PHOTO'S A thru J 2 Apartment Units	Ltr. - Kay A. Murphy Krieger - July 16, 2008
No. 5	Letter dating use back to 1953	
No. 6	MLS Listing of Subject Property	
No. 7	Notarized Affidavit - Betty Smith - July 7, 2008	
No. 8	Ltr. - L.M. Armiger July 28, 2008	
No. 9		
No. 10		
No. 11		
No. 12		



04.11.2009 16:55

PETITIONER'S

EXHIBIT NO. 34-3F



04.11.2008 16:55



04.11.2008 16:56



04.11.2008 16:57

E



04.11.2008 17:02



1329



PETITIONER'S

EXHIBIT NO. 4

1329

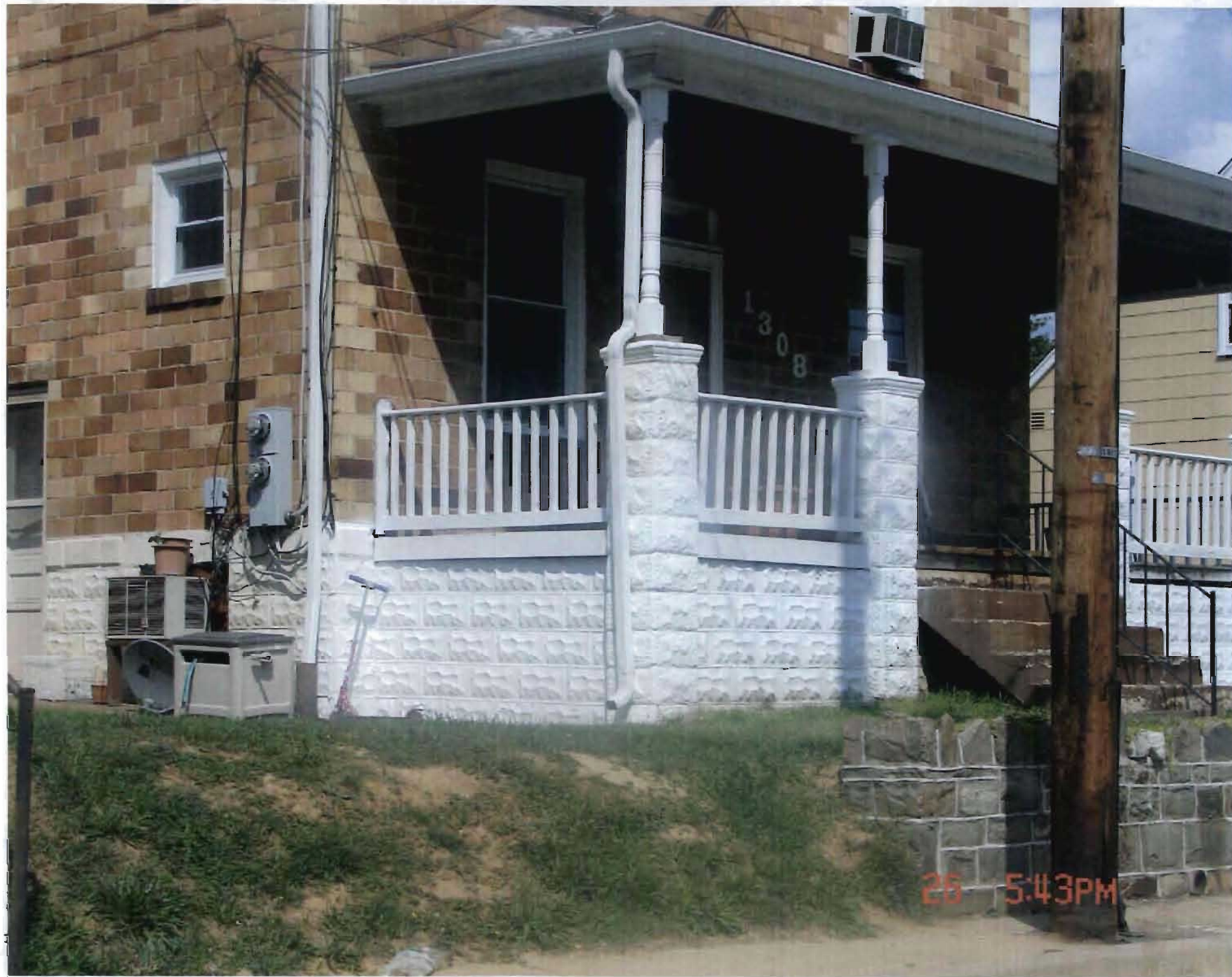


1329

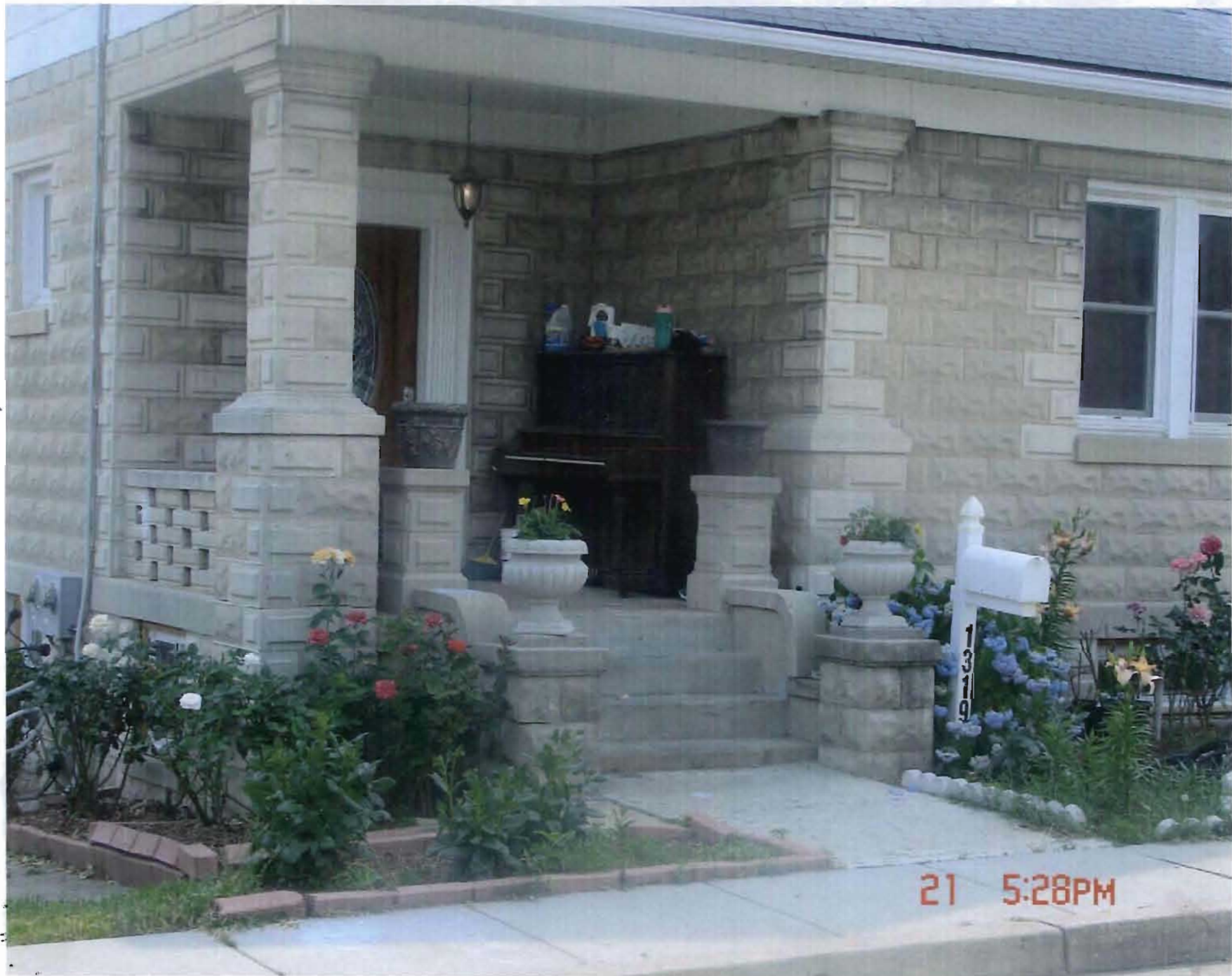
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1308

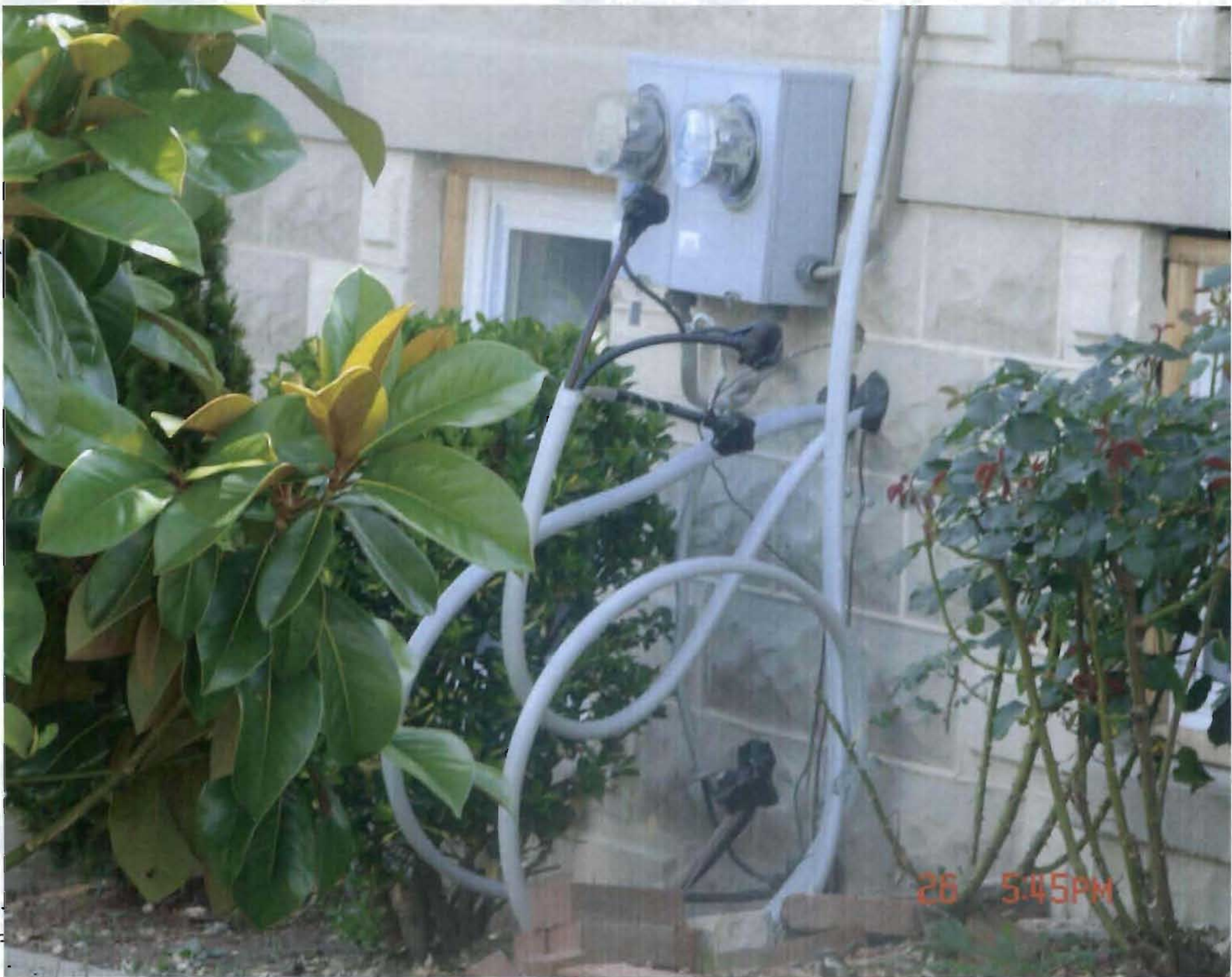


1319



21 5:28PM

13/9



26 5:45PM

1319

6



21 5:28PM

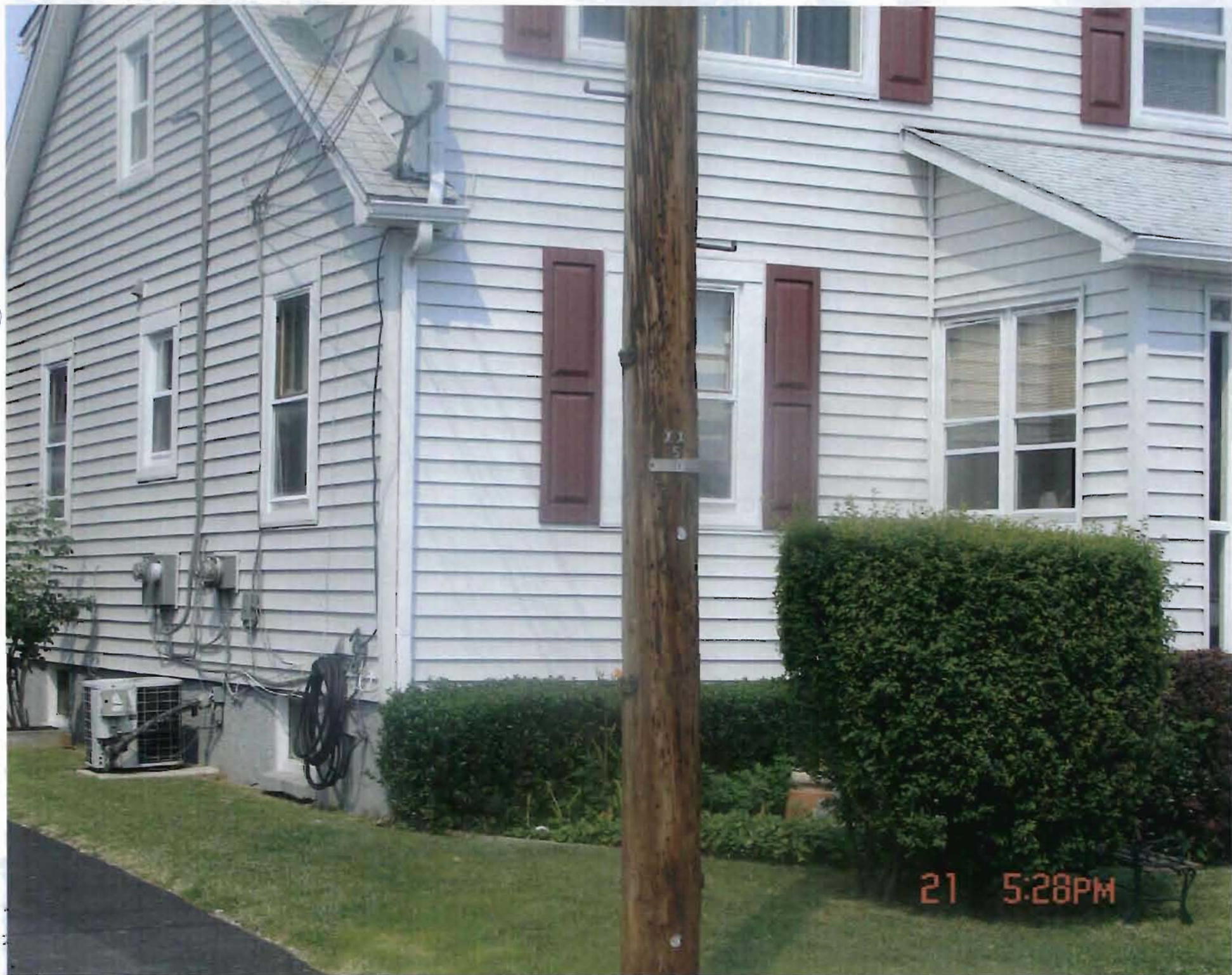
1323



FRANK'S
PRODUCE &
GREENHOUSE
OLD WATERLOO RD.
ALBANY, NY 12212

21 5:28PM

1316



21 5:28PM

1316

⑤



To Whom It May Concern:

My name is Betty Smith and I presently live at 1325 Maple Avenue, Baltimore, Maryland 21227. I have lived in the neighborhood since 1953 and during this time, not knowing other than there been two apartments at 1331 Maple Avenue.

I'm writing this due to all the unfairness not only to Mr. Lindh, but also to the tenant at his property. The property is constantly watched and every little thing that occurs is blow out of proportion, and to the very extreme, falsified reports to the authority, including to the police. People that visit 1331 Maple avenue, being accused of breaking in, caring guns etc. fails statements has been made that there are 7 apartments at 1331 Maple ave. Incidents like this has been reported to NAACP and other organization's. I feel that there would be extremely unfair, and un American, NOT to allow Mr. Lindh to have two apartments, first; when the majority of the houses on this street and the entire Arbutus have one or more apartments, many incorrectly zoned and second; and not allowed to rent according to the Federal and state laws prohibit discrimination in housing. Under Maryland law it is an illegal discriminatory practice to refuse to rent to someone on the basis of race, ethnic origin, religion, national origin, sex, martial status, or mental and physical handicap.

Betty Smith

PETITIONER' S

EXHIBIT NO. 5

1331 MAPLE AVE

Full Listing

Status: ACTIVE**MLS#:** BC4479231**Postal City:** HALETHORPE**Class:** Residential**Listing Type:** Excl. Right**Legal Subdivision:** ARBUTUS TERRACE**Advertised Subdivision:** ARBUTUS TERRACE**Model Name:****Tax ID#:** 04131323154180**Age:** 61**Style:** Colonial**Address:** 1331 MAPLE AVE**State:** MD**Election District:** 13**Incorporated City/Town:****List Price:** \$169,900**Zip Code:** 21227-2610**Ownership:** Fee Simple, Sale**Old Map:** 41K7**Area:** N/A**Tax Year:** 2002**HOA Fee:****TH Type:****TBM Map:** 00000**Lot Size:** 5500**C/C FEE:****#Lvls:** 3 **#Fpl:** 0**Total Tax:** \$1,836**Year Built:** 1942**Type:** Detached**INTERIOR**

	Total	Main	Upper 1	Upper 2	Lower 1	Lower 2	SCHOOLS
BR	5	2	2	0	1	0	ES:
FB	3	1	1	0	1	0	MS:
HB	0	0	0	0	0	0	HS:

Room/Dimensions**Level****Flooring****Fireplace**

Living Room: 14x13

Main

Carpet

Dining Room: 12x12

Main

Carpet

Bedroom-Master: 13x11

Main

Wood

Bedroom-Second: 12x11

Main

Wood

Bedroom-Third: 13x11

Upper 1

Wood

Bedroom-Fourth: 12x11

Upper 1

Wood

Bedroom-Fifth: 12x12

Lower 1

Carpet

Kitchen: 16x12

Main

Vinyl

Other Room 1: 14x13

Upper 1

Carpet

Other Room 2: 12x12

Upper 1

Vinyl

Other Room 3: 12x11

Lower 1

Carpet

Breakfast Room: 12x8

Lower 1

Vinyl

Other Rooms: Attic-Unfinished, Laundry-Kit Lvl, Main Lvl BR, Storage Room

Main Entrance: Center Hall, Living Room

Interior Style: Floor Plan-Traditional

Dining/Kitchen: Breakfast Room, Kit-Table Space, Sep Dining Rm

Appliances: Dryer, Extra Refrg/Frz, Oven/Range-Gas, Refrigerator, Washer

Amenities: Attic-Stairs Fixed, Entry Lvl BR, Shades/Blinds, Wood Floors, W/W Carpeting

Security:

Windows/Doors:

Walls/Ceilings: Plaster Walls

Basement: Y

Basement Type: Fully Finished

Basement Entrance: Rear Entrance

Handicap:

Rental Unit Description: Basement, In - Law Suite

R-Factor Basement:

R-Factor Ceiling:

R-Factor Walls:

House Dimensions:

SQFT - Tot Fin: 0

Above Grade Fin/Unfin: /

Below Grade Fin/Unfin: /

Directions:

RT 95 TO RT 166 & 195, TAKE RT 166 LEFT AT ROLLING RD, LEFT AT SULPHUR SPRING RD, LEFT AT EAST DR, 2ND LEFT AT MAPLE

Remarks:

GREAT LOCATION! GREAT OPPORTUNITY! UNIQUE COLONIAL IN ARBUTUS W/2 IN-LAW SUITES. GREAT INVESTMENT PROPERTY! 5 BEDRMS, 3 KITCHENS, 3 FULL BATHS, 1 CAR GARAGE. CONVENTIONAL FINANCING ONLY, LET THE RENT PAY YOUR MORTGAGE. FRESH PAINT AND CARPET! NO SHOWINGS TIL 4/11/03.

EXTERIOR

Exterior: Fenced - Fully, Fenced - Rear, Porch-front

Exterior Construction: Vinyl Siding

Roofing: Shingle-Asphalt

PETITIONER'S

1331 MAPLE AVE

Full Listing

Other Buildings:
 New Construction: N Original Builder: Lot Size: 5500
 Acres: 0.13 Lot Dimensions: Building Sites/Lots:
 Year Converted: Year Renovated:
 Transportation: 1 mi-Comm Rail, 1 mi-Metro Bus
 View/Exposure: Trees Topography:
 Lot Description: Backs to Trees, Trees/Wooded
 Roads: Black Top, City/County
PARKING: Drvwy/Off Str, Garage, Street Type of Garage: Detached # of Garage Sp: 1
 # of Assigned Sp: Type of Carport: # of Carport Sp:
 Parking Block/Square: Parking Inc in Sale Price: Parking Inc in List Price: N
UTILITIES
 Heating System: Radiator Heating Fuel: Oil Hot Water: Natural Gas
 Water: Public Cooling Fuel: Other Sewer/Septic: Public Sewer
 Cooling System: Ceiling Fan(s), Window Unit(s)
 TV/Cable/Comm: Cable-Prewired
FARM
 Farm: N
WATER
 Water Oriented: N Water Access: N Water View: N Waterfront: N
 Phys Dock Conveys: N Nav Water:

Vacation Prop: NO

FINANCIAL INFORMATION

Earnest Money: Project Approved: County: \$1,423 Tap:
 City/Town: Refuse: Front Foot Fee: Water/Sewer Hook-up Fee:
 Total Taxes: \$1,836 Land: \$33,000 Improvements: \$90,160 Yr Assessed: 2000
 Tax Year: 2002 Special Tax Assessment: \$413 Tot Tax Assessment: \$123,160
 Total Units: Investor Ratio:

Possession: Immediate

Current Financing/Loan:**New Financing:** Conventional

HOA/Condo/Coop Community Amenities: None

HOA/Condo/Coop Rules: None

HOA/Condo/Coop Fee Includes: None

LEGAL INFORMATION

Lot: 147 Block/Square: Tax Map #: Phase:
 Parcel Number: 1102 Liber#: 7 Folio#: 17 Zoning Code:
 Master Plan Zoning: Tenants Rights:
 Historic Designation ID:
 Disclosures: Agt/Rel to Own, Flood Ins.-Req

OWNER/SHOWING CONTACT/PROPERTY MANAGEMENT

Owner 1 Name: MR. & MRS. HOMEOWNER Home #: (000)000-0000 Office #: (410)465-7700
 Show Contact 1: MIKE SPURGEON Home #: (443)277-6346 Office #: (410)465-7700

LISTING AGENT/BROKER/COMPENSATION

Listing Agent Name: CREIG NORTHROP Home: (410)531-0321 Home Fax: (443)535-0504
 Cell: Pager: (410)531-0321 Voice Mail: (443)535-8121 Ext.:
 Agent Office: Agent Office Fax:
 Agent Email: cnorthrop@northropteam.com
 Alternate/Partner Name: MIKE SPURGEON Home: (410)242-6578
 Cell: (443)277-6346 Voice Mail: (410)480-1179 Ext.: 1207
 Agent Office: (410)465-7700 Agent Office Fax: (410)313-9255
 Broker Name: LONG & FOSTER REAL ESTATE, INC. Broker Code: LNG164
 Broker Address: 10775 BIRMINGHAM WAY City/State/Zip: WOODSTOCK, MD 21163
 Office Phone: (410)465-7700 Office Fax: (410)750-7288
 Compensation: Sub-Agnt: 3 Buy-Agnt: 3 Add'l: Dual Agency: Y Desg Rep: Var Rate: N

MLS#: BC4479231

Metropolitan Regional Information Systems, Inc.

Page: 3

Date: 04/12/03

1331 MAPLE AVE

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Full Listing

Time: 10:21

Show Instructions: Call 1st-Lister, Lockbox-Frnt Dr

Show Time: 9 AM - 7 PM

Show Day: All Days

Listing Date: 10-APR-2003

Update Date: 10-APR-2003

Original LP: \$169,900

Prior LP:

Days on Market-MLS: 2

Update Type: New

Days on Market-Property: 2

Low Price:

Value Range Pricing Y/N: N

HOA Y/N: N

SOLD/LEASED INFORMATION

July 7, 2008

RECEIVED
JUL 16 2008

BY:.....

William Wiseman

Baltimore County Zoning Commissioner

Jefferson Building

105 W Chesapeake Avenue

Towson, MD 21204

RE: Case # 2008-0504-SPH 1331 Maple Avenue

Dear Mr. Wiseman

I am writing this letter at the request of Mr. Hans Lindh . I understand that Mr. Lindh has had a hearing where he is asking for permission to continue using his house as two separate apartments .I have lived next to his house for 55 years and known it to be two apartments that entire time. Mr. Lindh is asking for permission to do nothing more than has been done by the past owners and I do not appose his zoning request.

PETITIONER' S

Yours truly

Betty Smith

EXHIBIT NO. 7

State of Maryland; County of Howard

*On the 10th day of July 2008
Betty Smith did appear before me &
did sign this statement.*



my comm expires Aug 30, 2011

To: William J. Wiseman
Zoning Commissioner

7/28/08

My Name is L.M. Armiger I just heard about the apartment @ 1331 Maple Ave 21227 I lived many years on Maple Ave I knew Mr & Mrs Weber and they the house as apts in the 50 & 60's After Mr Weber died ~~Mr & Mrs~~ Mrs Weber still had 2 apts when she died the house was sold as 2 apts and always has been rented as a 2 apt. house just over last several years a 3rd apt. was added. I wrote this to you to hope this has been helpful to keep this house apts.

Thank You

L.M. Armiger

Contact #

410-746-8843

PETITIONER'S

EXHIBIT NO.

8

Case No.: 2008-0504-SPH1331 MAPLE AVE

Exhibit Sheet

Petitioner/Developer

Protestant

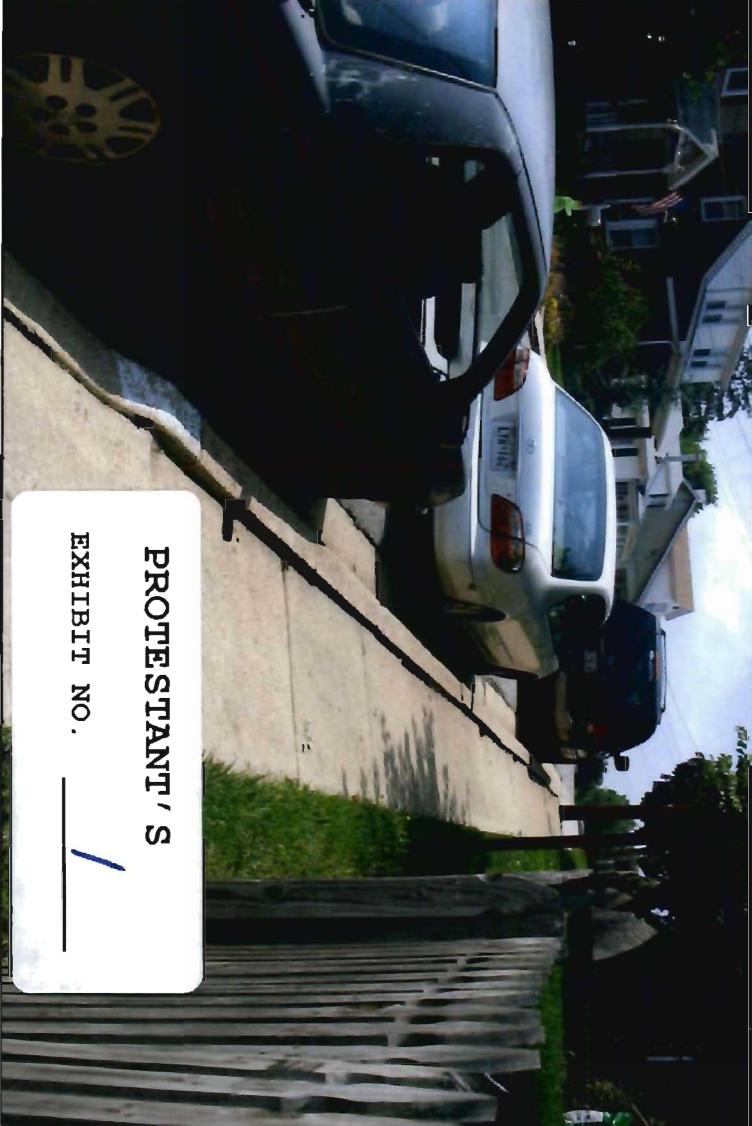
No. 1	Site Plan	Photo's - trash and Parking. A thru
No. 2	Photo Site DRAWING	Jer. - A neighbor of Arbutus - July 12, 2008
No. 3	3A thru 3F Photo's - Existing Conditions	Jer. - Thomas R. Oberlein - July 16, 2008
No. 4	Photo's A thru J 2 Apartment Uses	Jer. - Kay A. Trumpy Krieger - July 16, 2008
No. 5	Letter dating use back to 1953	
No. 6	MLS Listing of Subject Property	
No. 7	Notarized Affidavit - Betty Smith - July 7, 2008	
No. 8	Jer. - L.M. Armiger July 28, 2008	
No. 9		
No. 10		
No. 11		
No. 12		











PROTESTANT'S

EXHIBIT NO. _____

1

Reference: 1331 Maple Ave.
21227

BU)
2008-0504-5PH
July 12, 2008
6:19:08

William Williams, III
Young Commissioner
105 West Chesapeake Avenue, Suite 103
London Maryland 21204

Dear Commissioner Williams, III,

In regards to the zoning problem at 1331 Maple Avenue in Adventure The home on the other side of 1331, 1333 the Cliffords, Kelly and Jack who have passed, their children now living in Maryland. I would know that Berta (Jody) and Mary Barker lived there since 1945. Jody and Mary had a daughter named Shirley and they lived as one family in the home for all those years. Shirley had two daughters, Donna Kay and Carol Chase. They were very nice people (the Barker's were) whether married and then divorced. Jody died in 1990. The home was sold to Roger Spurgeon owner of Citizens Automotive in 1983 when his brother, Tom and his sons Mike and Pat moved in. I hope the help you to make your decision on this property sincerely, A Neighbor on Annapolis

EXHIBIT NO.

PROTESTANT'S

P

Baltimore County Zoning Commissioner's office
Attention : William Wiseman
105 West Chesapeake Avenue Suite 103
Towson, Maryland 21204
FAX # 410-887-3468
410-887-3868

RECEIVED
JUL 18 2008

To Whom It May Concern:

July 16, 2008

My name is NORMA R. OTTERBEIN I live at
1324 Maple Avenue. I have live here for 42 years. I know for a fact
that Ms. Bertha Weber at 1331 Maple Avenue, Arbutus, MD 21227, resided **alone** at that
said residence for at least one year in her 30 + years of living there. Please call me at
410 242-3566 if you have any questions.

Sincerely,

Norma R. Otterbein

PROTESTANT' S

EXHIBIT NO.

3

Baltimore County Zoning Commissioner's office
Attention : William Wiseman
105 West Chesapeake Avenue Suite 103
Towson, Maryland 21204
FAX # 410-887-3468
410-887-3868

✓
RECEIVED
JUL 23 2008

BY: _____

To Whom It May Concern:

July 16, 2008

My name is KAY A. MURPHY KRIEGER I live at
1329 Maple Avenue. I have live here for 16 1/2 years. I know for a fact
that Ms. Bertha Weber at 1331 Maple Avenue, Arbutus, MD 21227, resided **alone** at that
said residence for at least one year in her 30 + years of living there. Please call me at
410 923 2266 if you have any questions.

Sincerely,

K.A. Krieger

PROTESTANT'S

EXHIBIT NO. 4

born + raised

304
16 left

64
-16

Baltimore County Zoning Commissioner's office
Attention : William Wiseman
105 West Chesapeake Avenue Suite 103
Towson, Maryland 21204
FAX # 410-887-3468
410-887-3868

✓
RECEIVED
JUL 29 2008

BY:

To Whom It May Concern:

July 16, 2008

My name is KAY A. MURPHY KRIEGER I live at
1329 Maple Avenue. I have live here for 16 1/2 years. I know for a fact
that Ms. Bertha Weber at 1331 Maple Avenue, Arbutus, MD 21227, resided **alone** at that
said residence for at least one year in her 30 + years of living there. Please call me at
410 923 2266 if you have any questions.

Sincerely,

K.A. Krieger

In Memory of

Bertha M. Weber
September 29, 1980

Twenty - third Psalm

*The Lord is my shepherd I shall
not want. He maketh me to lie
down in green pastures; He leadeth
me beside the still waters. He re-
storeth my soul. He leadeth me in
the path of righteousness for His
name's sake. Yea, though I walk
through the valley of the shadow
of death, I will fear no evil; for
Thou art with me; Thy rod and
Thy staff they comfort me. Thou
preparest a table before me in the
presence of mine enemies. Thou
anointest my head with oil; my cup
runneth over. Surely goodness and
mercy shall follow me all the days
of my life; and I will dwell in the
house of the Lord for ever.*

Hubbard Funeral Home, Inc.
4107 Wilkens Ave. Balto., Md.

*past away
1980, not 1990*

July (19), 2008

Myself and my family

also know that the meter for the second floor was installed in 1958. We knew the family well. We had work done that year at our house and (they) did the Barbours that after war. Worth mentioning here there were never apartments in that house for many years.

We and Mrs. Barbara's daughter, Shirley, lived there a lot with her two girls. They were all

blood related. It was one family and a very nice one.

You can check this information out with Leon and Eddie Leneburg who have lived in this community for many years and know all these people.

Leon's family at one time owned most of the property in Delutha.

They own the Dupix "L&L"

Restaurant here and they are good people. (Leon & Leneburg and wife Eddie, 1338 Francis Ave., Shalottage, Md. "410 242 5812")

Signed ~~W. H. H. H.~~ ~~W. H. H.~~ 7/18/8
410 923 2266