

12/7/10

IN THE MATTER OF  
THE APPLICATION OF  
16 SKIDMORE COURT, LLC -LEGAL OWNER/  
PETITIONER FOR SPECIAL HEARING ON  
PROPERTY LOCATED ON THE NE/SIDE  
OF SKIDMORE CT; NE/CNTRLNE OF  
RADCLIFFE ROAD

(16 SKIDMORE COURT)

9<sup>TH</sup> ELECTION DISTRICT  
5<sup>TH</sup> COUNCILMANIC DISTRICT

\* BEFORE THE  
\* BOARD OF APPEALS  
\* OF  
\* BALTIMORE COUNTY  
\*  
\*  
\* CASE NO. 10-133-SPH

\* \* \* \* \*

**ORDER OF DISMISSAL**

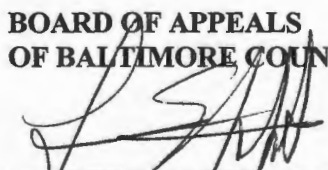
This matter comes to the Board of Appeals by way of an appeal filed by Edward J. Gilliss, Esquire as counsel for the Petitioner, 16 Skidmore Court, LLC, from a final decision of the Zoning Commissioner dated May 11, 2010, in which the requested zoning relief was denied.

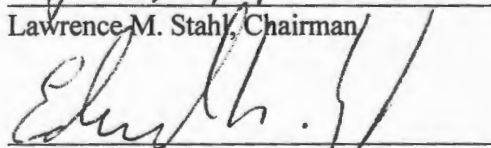
**WHEREAS**, the Board is in receipt of a hand delivered letter of voluntary withdrawal of appeal filed on December 2, 2010, by Edward J. Gilliss, Esquire, as counsel for the Petitioner, 16 Skidmore Court, LLC, said Petitioner /Appellant (a copy of which is attached hereto and made a part hereof); and

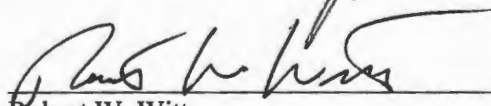
**WHEREAS**, said Petitioner /Appellant requests that the appeal taken in this matter be withdrawn and dismissed as of December 2, 2010,

**IT IS ORDERED** this 7<sup>th</sup> day of December, 2010 by the Board of Appeals of Baltimore County that the appeal taken in Case No. 10-133-SPH be and the same is hereby **DISMISSED**.

**BOARD OF APPEALS  
OF BALTIMORE COUNTY**

  
Lawrence M. Stahl, Chairman

  
Edward W. Crizer, Jr.

  
Robert W. Witt



## County Board of Appeals of Baltimore County

JEFFERSON BUILDING  
SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

December 7, 2010

Edward Gillis, Esquire  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Ave, Ste 600  
Towson, MD 21204

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

Peter M. Zimmerman, Esquire  
Carole S. Demilio, Esquire  
Office of People's Counsel  
The Jefferson Building, Ste 204  
105 W. Chesapeake Avenue  
Towson, MD 21204

RE: *In the Matter of: 16 Skidmore Court, LLC – Legal Owner/Petitioner*  
Case No.: 10-133-SPH

Dear Counsel:

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

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **with a photocopy provided to this office concurrent with filing in Circuit Court. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

*Theresa Shelton/kc*

Theresa R. Shelton  
Administrator

TRS/klc  
Enclosure

Duplicate Original Cover Letter

Cc: See attached

In the Matter of: 16 Skidmore Court, LLC – Legal Owner/Petitioner  
Case No.: 10-133-SPH

Page 2

Distribution List

c: 16 Skidmore Court, LLC/Robert S. Handzo, Resident Agent  
Stephen Vetter, Managing Member of 16 Skidmore Court, LLC  
Emily K. Lashley, Esquire  
Edward T. Kilcullen, Jr., President/Greater Towson Council of Community Associations, Inc.  
Andrea C. Dodge  
Nancy Pivec, President/Towson Park Community Association  
Fay Citerone/Knollwood-Donnybrook Improvement Association  
Sister Michele Kriczky/Genesis House  
Sister Evelyn Gudza/Genesis House  
Paul Hartman/Aigburth Manor Association, Inc  
Ellis Rios Winter  
Ruth M. Adams  
Richard Parsons  
Dorothy M. Mandell  
Herbert and Susan Shankroff  
Synthia Sommer  
James Cox  
Mary-Louise Stenchly  
Peggy Squitieri/Ruxton Riderwood Lake Roland Area Improvement Association  
Susan Vaupel  
Erik Cloyd  
Chris Rabarn  
Nanci Barker  
Abass Dabirsiaghi  
John E. Simms, Esquire  
G.T. Keplinger, President/Burkleigh Square Community Association  
Helen Keplinger  
Michael Ertel, President/West Towson Neighborhood Association  
John Maranto, President/The Yorkleigh Community Association  
Howard M. Taylor  
Janice Solomon  
Silvia Tudor/Villa Maria Continuum  
Donald Kalkman, Jr.  
Kathy Hoatson  
William J. Wiseman, III, Zoning Commissioner  
Timothy Kotroco, Director/PDM  
Arnold F. "Pat" Keller, III, Director/Planning  
Michael Mohler, Deputy Director/PDM  
Margaret Z. Ferguson/Code Enforcement Hearing Official/PDM  
Donald Brand, Building Engineer/PDM  
Nancy C. West, Assistant County Attorney  
John Beverungen, County Attorney

**ROYSTON, MUELLER, McLEAN & REID, LLP**

ATTORNEYS AT LAW

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TOWSON, MARYLAND 21204-4575

TELEPHONE 410-823-1800

FACSIMILE 410-828-7859

[www.rmmr.com](http://www.rmmr.com)

December 2, 2010

R. TAYLOR McLEAN  
E. HARRISON STONE  
WILLIAM F. BLUE  
THOMAS F. McDONOUGH  
LAUREL PARETTA REESE\*  
KEITH R. TRUFFER\*  
ROBERT S. HANDZO\*  
EDWARD J. GILLISS  
TIMOTHY J. OURSLER  
ROBERT G. BLUE  
CRAIG P. WARD  
LEANNE M. SCHRECENGOST

DAVID F. LUBY  
JONATHAN M. HERBST  
JAMES L. SHEA, JR.  
MARTHA K. WHITE  
JAMES G. QUINN

OF COUNSEL  
EUGENE W. CUNNINGHAM, JR., P.A.  
H. EMSLIE PARKS\*  
BRADFORD G.Y. CARNEY  
STEPHEN C. WINTER  
LISA J. McGRATH

CARROLL W. ROYSTON  
1913-1991

H. ANTHONY MUELLER  
1913-2000

RICHARD A. REID  
1931-2008

\* ALSO ADMITTED IN D.C.

**VIA HAND-DELIVERY**

Ms. Theresa Shelton  
County Board of Appeals  
Suite 203, Jefferson Building  
105 W. Chesapeake Avenue  
Towson, Maryland 21204

Re: 16 Skidmore Court, LLC  
Case No. 0210-0133-SPH

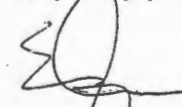
Dear Ms. Shelton:

Enclosed with this letter please find a copy of the Notice of Dismissal of the above-captioned matter.

If you require the Notice to be in some other form or in some other fashion, please advise.

I appreciate your cooperation.

Very truly yours,



Edward J. Gilliss

EJG/ges

Enclosure

cc: Mr. Stephen B. Vetter (w/encls.)

G:\LITIGATIONS\EJG\Clients\Vetter\Shelton 12-2-10.Doc

**RECEIVED**  
DEC - 2 2010  
BALTIMORE COUNTY  
BOARD OF APPEALS



12/2/10

IN THE MATTER OF

16 SKIDMORE COURT, LLC  
(Before the Zoning Commissioner  
of Baltimore County  
Case No. 2010-0133-SPH)

Petitioner

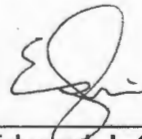
\* BALTIMORE COUNTY  
\* BOARD OF APPEALS  
\*  
\* Case No.: 0210-0133-SPH  
\*

\* \* \* \* \*

**NOTICE OF DISMISSAL OF APPEAL**

Petitioner, 16 Skidmore Court, LLC, by its undersigned counsel, pursuant to the Board of Appeals' Rules of Procedure, hereby gives notice of its dismissal of this appeal.

Respectfully submitted,

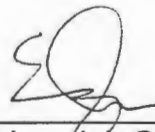


Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
410-823-1800  
Attorneys for Petitioner

ROYSTON, MUELLER,  
MCLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND  
21204-4575  
410-823-1800

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of December, 2010 a copy of the foregoing Notice of Dismissal of Appeal was mailed, via first class postage prepaid mail, to J. Carroll Holzer, Esquire, 508 Fairmount Avenue, Towson, Maryland 21286.



Edward J. Gilliss

**RECEIVED**

DEC - 2 2010

BALTIMORE COUNTY  
BOARD OF APPEALS



**BALTIMORE COUNTY**  
MARYLAND

**RECEIVED**

**OCT - 5 2010**

**BALTIMORE COUNTY  
BOARD OF APPEALS**

JAMES T. SMITH, JR.  
*County Executive*

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

Edward Gillis  
Royston, Mueller, McLean & Reid  
102 West Pennsylvania Avenue  
Towson, MD 21204

Dear Mr. Gillis:

RE: Case: 2010-0133-SPH, 16 Skidmore Court

Please be advised that your appeal of the above-referenced case was filed in this office on June 4, 2010. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

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

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

Sincerely,

Timothy Kotroco  
Director

TK:kl

c: William J. Wiseman III, Zoning Commissioner  
Timothy Kotroco, Director of PDM  
People's Counsel  
Stephen Vetter, 1749 Broadlee Trail, Annapolis 21401  
Emily Lashley, 21 Skidmore Court, Towson 21204  
Edward Kilculler, Jr. GTCCA, 100 Maryland Avenue, Towson 21286  
Andrea Dodge, 18 Skidmore Court, Towson 21204  
Nancy Pivec, Towson Park Community Association, 934 Radcliffe Rd, Towson 21204  
See attached list

## APPEAL

Petition for Special Hearing  
16 Skidmore Court  
N/east side of Skidmore Ct., 335' +/- n/east of centerline of Radcliffe Rd.  
9<sup>th</sup> Election District – 5<sup>th</sup> Councilmanic District  
Legal Owners: 16 Skidmore Court, LLC  
Case No.: 2010-0133-SPH

Petition for Special Hearing (October 14, 2009)

Zoning Description of Property

Notice of Zoning Hearing (February 4, 2010)

Certification of Publication (The Jeffersonian – February 16, 2010)

Certificate of Posting (February 12, 2010) by Bruce Doak

Entry of Appearance by People's Counsel (October 28, 2010)

Petitioner(s) Sign-In Sheet – 1 Sheet

Protestant(s) Sign-In Sheet - None

Citizen(s) Sign-In Sheet – 2 Sheets

Zoning Advisory Committee Comments

Petitioners' Exhibit

1. Petitioners Legal Memorandum
2. Site Plan
3. Rent Roll

Protestants' Exhibits:

1. Letters in opposition
2. Andrea Dodge (Assembly of emails, photos, correspondence)
3. Sis. Evelyn Grudza's Historical Records

Miscellaneous (Not Marked as Exhibit)

1. Deed (9-27-07)
2. Findings of Fact & Conclusion of Law – Code Enforcement Hearing
3. Amended Final Order – Code Enforcement Hearing
4. Bill No 17-09
5. Fiscal Note
6. Email from John Beverungen to Bill Wiseman
7. Section 104.3 & 104.4 of County Code
8. Articles of Organization
9. Email from Nanci Barker to Bill Wiseman
10. Code Enforcement Violation Case Documents

Zoning Commissioner's Order (April 2, 2010- DENIED)

Motion for Reconsideration filed April 20, 2010 by Edward Gillis

Letter dated April 21, 2010 from Bill Wiseman acknowledging receipt of motion

Responses to Motion for Reconsideration

**Address List**

In the Matter of: 16 Skidmore Court, LLC

Case No.: 10-133-SPH

**Petitioner/Appellant:**

16 Skidmore Court, LLC/Robert S. Handzo, Resident Agent

Edward J. Gillis, Esquire

Stephen Vetter, Managing Member of 16 Skidmore Court, LLC

Emily K. Lashley, Esquire

**Protestants:**

Office of People's Counsel

**Interested Persons:**

Edward T. Kilcullen, Jr., President/Greater Towson Council of Community Associations, Inc.

Andrea C. Dodge

Nancy Pivec, President/Towson Park Community Association

Ellis Rios Winter

Ruth M. Adams

Richard Parsons

Dorothy M. Mandell

Sister Micele Kriczky/Genesis House

Sister Evelyn Gudza/Genesis House

Herbert and Susan Shankroff

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Fay Citerone/Knollwood-Donnybrook Improvement Association

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Michael Ertel, President/West Towson Neighborhood Association

John Maranto, President/The Yorkleigh Community Association

Howard M. Taylor

Janice Solomon

Silvia Tudor/Villa Maria Continuum

Donald Kalkman, Jr.

Kathy Hoatson

**Interoffice:**

William J. Wiseman, III, Zoning Commissioner

Timothy Kotroco, Director/PDM

Arnold F. "Pat" Keller, III, Director/Planning

Michael Mohler, Deputy Director/PDM

Margaret Z. Ferguson/Code Enforcement Hearing Official/PDM

Donald Brand, Building Engineer/PDM

Nancy C. West, Assistant County Attorney

John Beverungen, County Attorney



6/4/10

IN THE MATTER OF

16 SKIDMORE COURT, LLC  
(Before the Zoning Commissioner  
of Baltimore County  
Case No. 2010-0133-SPH)

Petitioner

BALTIMORE COUNTY

BOARD OF APPEALS

Case No.: \_\_\_\_\_

\* \* \* \* \*

**NOTICE OF APPEAL**

Petitioner, 16 Skidmore Court, LLC, a Maryland limited liability company whose address is 1749 Broadlee Trail, Annapolis, Maryland 21401, by its undersigned counsel, pursuant to Baltimore County Code Section 32-3-401, notes an appeal to the Baltimore County Board of Appeals from the May 11, 2010 Order and Final Decision of Zoning Commissioner William J. Wiseman, III. For reasons therefor, the Petitioner says:

1. Background.

Petitioner requested a special hearing pursuant to Sections 500.7 and 104 of the Baltimore County Zoning Regulations ("B.C.Z.R.") for a determination that the rowhouse located at 16 Skidmore Court, Towson, Maryland 21204 (the "Property") is a lawful non-conforming use, and not a "boarding or rooming house," in accordance with B.C.Z.R. Section 101.1, as amended by Baltimore County Council Bill No. 17-09 (which changed the definition of a boarding house, effective April 19, 2009). A Special Hearing was held on March 4, 2010 before the Zoning Commissioner, William J. Wiseman, III. On April 2, 2010, the Zoning Commissioner denied Petitioner's request for approval of a lawful non-conforming use with respect to the Property. On May 11, 2010, the Zoning

ROYSTON, MUELLER  
MCLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND  
21204-4575  
410-823-1800

Commissioner, in response to Petitioner's Request for Reconsideration, reached a final decision in his denial of Petitioner's request for approval of a lawful non-conforming use.

2. Error committed.

The Zoning Commissioner committed error in his final Order denying Petitioner's request for approval as a lawful non-conforming use.

3. Relief sought by appeal.

The Petitioner, by its appeal, seeks a reversal of the Zoning Commissioner's denial of Petitioner's request for approval as a lawful non-conforming use. Specifically, Petitioner seeks a determination that County Council Bill 17-09 applies "prospectively" such that Petitioner, a limited liability company organized and operating prior to the effective date of Council Bill 17-09 (and which became the legal owner of the Property prior to the effective date of Council Bill 17-09), may continue to own, operate and manage the Property as a lawful nonconforming use.

4. Reasons why the relief sought should be granted.

A. There was no express legislative intent that County Council Bill 17-09 be applied retroactively. Statutes are presumed to operate prospectively, absent a contrary legislative intent.

B. Retroactive application of County Council Bill 17-09 is a violation of the due process clause, the takings clause and the contracts clause of the United States Constitution, as made applicable to Maryland.

C. Retroactive application of County Council Bill 17-09 impairs the "vested rights" of Petitioner and its members and violates the prohibition against *ex post facto* laws.

D. For such other additional reasons as may be raised at the hearing on this matter.

WHEREFORE, the Petitioner notes this appeal to the Baltimore County Board of Appeals in order to appeal the May 11, 2010 Order and Final Decision of Zoning Commissioner William J. Wiseman, III.

Respectfully submitted,



---

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
410-823-1800  
Attorneys for Petitioner

**CERTIFICATE OF SERVICE**

None, pursuant to the requirements of BCZR, Section 500.11, and Rules of Practice and Procedure of the County Board of Appeals, Appendix B, Baltimore County Code, Rule 2(e).



---

Edward J. Gilliss

ROYSTON, MUELLER,  
MCLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND  
21204-4575  
410-823-1800



IN THE MATTER OF

\*

BALTIMORE COUNTY

16 SKIDMORE COURT, LLC  
(Before the Zoning Commissioner  
of Baltimore County  
Case No. 2010-0133-SPH)

\*

BOARD OF APPEALS

\*

\*

Case No.: \_\_\_\_\_

Petitioner

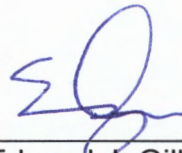
\*

\* \* \* \* \*

**NOTICE TO ENTER APPEARANCE**

Please enter the appearance of Edward J. Gilliss as counsel for the Petitioner, 16

Skidmore Court, LLC



Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
410-823-1800

Attorneys for Petitioner

ROYSTON, MUELLER,  
MCLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND  
21204-4575  
410-823-1800

6/4/10

**ROYSTON, MUELLER, McLEAN & REID, LLP**

ATTORNEYS AT LAW

SUITE 600

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TOWSON, MARYLAND 21204-4575

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June 4, 2010

OF COUNSEL

EUGENE W. CUNNINGHAM, JR., P.A.

H. EMSLIE PARKS\*

BRADFORD G.Y. CARNEY

STEPHEN C. WINTER

LISA J. McGRATH

CARROLL W. ROYSTON

1913-1991

H. ANTHONY MUELLER

1913-2000

RICHARD A. REID

1931-2008

\* ALSO ADMITTED IN D.C.

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THOMAS F. McDONOUGH  
LAUREL PARETTA REESE\*  
KEITH R. TRUFFER\*  
ROBERT S. HANDZO\*  
EDWARD J. GILLISS  
TIMOTHY J. OURSLER  
ROBERT G. BLUE  
CRAIG P. WARD  
LEANNE M. SCHRECENGOST

DAVID F. LUBY  
JONATHAN M. HERBST  
JAMES L. SHEA, JR.  
MARTHA K. WHITE  
ALICE L. ARCIERI

**VIA HAND DELIVERY**

Mr. Timothy M. Kotroco, Director  
Department of Permit and Development Management  
111 West Chesapeake Avenue, Rm. 105  
Towson, Maryland 21204

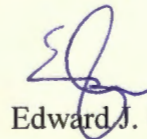
Re: 16 Skidmore Court, LLC

Dear Mr. Kotroco:

Enclosed with this letter please find the following:

1. Notice to Enter Appearance;
2. Notice of Appeal; and
3. My client's check in the amount of \$325.00 to satisfy the County's filing fee.

Very truly yours,



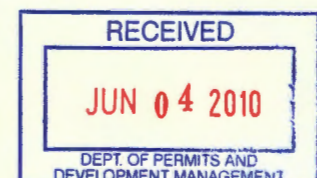
Edward J. Gilliss

EJG/ges

Enclosures

cc: Mr. Stephen B. Vetter (w/encls.)

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**BALTIMORE COUNTY**  
MARYLAND

JAMES T. SMITH, JR.  
County Executive

WILLIAM J. WISEMAN III  
Zoning Commissioner

May 11, 2010

Edward J. Gilliss, Esquire  
Royston, Mueller, McLean & Reid, LLP  
102 West Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204

RE: **PETITION FOR SPECIAL HEARING**  
NE/S Skidmore Court, 335' NE of c/line Radcliff Road  
**(16 Skidmore Court)**  
9<sup>th</sup> Election District - 5<sup>th</sup> Council District  
16 Skidmore Court, LLC - Petitioner  
Case No. 2010-0133-SPH

Dear Mr. Gilliss:

This letter shall be considered an Order denying your Motion for Reconsideration. I have considered each of the three (3) arguments presented in your Memorandum and understand your position. Essentially, the overriding objective in creating 16 Skidmore Court, LLC was to provide a means for others to reside in the townhouse while affording a useful way to meet mortgage obligations. From September 21, 2007 through December 30, 2008, the evidence shows that four (4) individuals took up residency, although Stephen and Brian Vetter were the only LLC members meeting the B.C.Z.R. definition of "owner".

| Name and Address<br>of Taxpayer                                 | Initial Cash<br>Capital Contribution        | Percentages |
|-----------------------------------------------------------------|---------------------------------------------|-------------|
| Stephen G. Vetter<br>1749 Broadlee Trail<br>Annapolis, MD 21401 | Contribution of 50%<br>interest in property | 50%         |
| Brian Vetter<br>16 Skidmore Court<br>Towson, MD 21204           | Contribution of 50%<br>interest in property | 50%         |

Next, the Amended and Restated Operating Agreement of December 30, 2008 admits Steve Plimack as a "Class B Member" with ownership interests in the LLC designated as follows:



Edward J. Gilliss, Esquire  
May 11, 2010  
Page 2

| Name and Address<br>of Taxpayer                                 | Initial Cash<br>Capital Contribution        | Percentages |
|-----------------------------------------------------------------|---------------------------------------------|-------------|
| Stephen G. Vetter<br>1749 Broadlee Trail<br>Annapolis, MD 21401 | Contribution of 50%<br>interest in property | 37%         |
| Brian Vetter<br>16 Skidmore Court<br>Towson, MD 21204           | Contribution of 50%<br>interest in property | 37%         |
| Steve Plimack<br>16 Skidmore Court<br>Towson, MD 21204          | \$1.00                                      | 26%         |

At this point in time, Brian Vetter and Steve Plimack are persons who ... have more than a 25% interest ... residing at the property. Again, evidence would denote four (4) or five (5) Towson University students occupying the home.

After the effective date of the *New Legislation* – Council Bill 17-09 on April 19, 2009, comes another Amendment to Operating Agreement, dated May 14, 2009. This act was taken to admit Joe Wascavage as a “Class B Member” with revised ownership interests as follows:

| Name and Address<br>of Taxpayer                                 | Initial Cash<br>Capital Contribution        | Percentages |
|-----------------------------------------------------------------|---------------------------------------------|-------------|
| Stephen G. Vetter<br>1749 Broadlee Trail<br>Annapolis, MD 21401 | Contribution of 50%<br>interest in property | 24%         |
| Brian Vetter<br>16 Skidmore Court<br>Towson, MD 21204           | Contribution of 50%<br>interest in property | 24%         |
| Steve Plimack<br>16 Skidmore Court<br>Towson, MD 21204          | \$1.00                                      | 26%         |
| Joe Wascavage<br>16 Skidmore Court<br>Towson, MD 21204          | ?                                           | 26%         |

Clearly, the *Previous Legislation* required more than ... a 25% legal or equitable interest in the property to be an owner. The most recent amendment has Plimack and Wascavage replacing the Vettors with two (2) new tenants, Messrs. Pastrick and Catalano, moving to the LLC property.

These repeated changes to the LLC's structure and membership cause me some concern. While I certainly appreciate the skilled advocacy on your client's behalf, I am also bound to interpret and apply the zoning regulations to achieve the laudable goals intended by the County Council. Here, the boarding house regulations were specifically amended to close a perceived loophole, and I am reluctant to issue an opinion which would be antithetical to that goal. Although I believe denying the Petition here is an equitable and just result, Maryland law also

ORDER RECEIVED FOR FILING

Date

5-11-10

By

103

Edward J. Gilliss, Esquire  
May 11, 2010  
Page 3

provides support for the proposition that an entity's corporate structure can be disregarded to "enforce a paramount equity", in this case the surrounding community's welfare. *Bart Arconti & Sons, Inc. v. Ames-Ennis, Inc.*, 275 Md. 295, 310 (1975) (in proper case courts will disregard corporate entity and deal with substance rather than form).

Aside from the above, there is one other troublesome aspect of your clients' position. The controlling zoning law at the heart of this controversy is not the definitional sections of the B.C.Z.R., but the Special Regulations applicable to boarding or rooming houses incorporated in Section 408B. That section (put into effect in 1993) preceded Council Bill 17-09 and states in pertinent part:

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

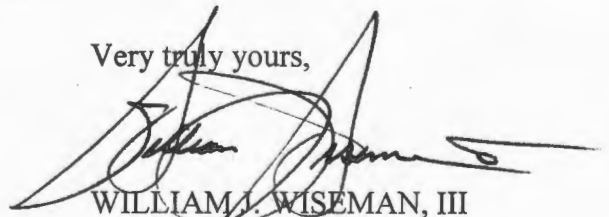
Pertinent here, and set forth in my Order of April 2, 2010 is B.C.Z.R. Section 408B.1.B that clearly states:

"Boarding or rooming houses are permitted *only in single-family detached dwellings*". Emphasis Added.

This is the specific regulation that governs boarding or rooming house uses. It precludes a boarding house use at this location under any scenario. To achieve the status of a "non-conforming use" based solely upon the interpretation of the definitional section contained within the regulations, without giving deference to the "Special Regulations", would be inconsistent with the spirit and intent of the B.C.Z.R. Based on these facts, I find 16 Skidmore Court, LLC did not achieve the status of a lawful non-conforming use prior to County Council Bill 17-09.

Any appeal from this decision must be filed within thirty (30) days from the date of this letter/Order. I am sorry I cannot respond more favorably.

Very truly yours,

  
WILLIAM J. WISEMAN, III  
Zoning Commissioner  
for Baltimore County

WJW:dlw

c: Stephen G. Vetter, 1749 Broadlee Trail, Annapolis, MD 21401  
Emily K. Lashley, Esquire, 21 Skidmore Court, Towson, MD 21204  
Edward T. Kilcullen, Jr., President, The Greater Towson Council of Community Associations, Inc. (GTCCA), 100 Maryland Avenue, Towson, MD 21286

ORDER RECEIVED FOR FILING

Date

5-11-10

By



Edward J. Gilliss, Esquire  
May 11, 2010  
Page 4

Andrea C. Dodge, 18 Skidmore Court, Towson, MD 21204  
Nancy E. Pivec, President, Towson Park Community Association, 934 Radcliffe Road,  
Towson, MD 21204  
Ellis Rios Winter, 9 Wilfred Court, Towson, MD 21204  
Ruth M. Adams, 936 Radcliffe Road, Towson, MD 21204  
Richard Parsons, GTCCA, 412 Woodbine Avenue, Towson, MD 21204  
Dorothy M. Mandell, 18 Skidmore Court, Towson, MD 21204  
Sister Michele Kriczky, 9 Skidmore Court, Towson, MD 21204  
Sister Evelyn Grudza, 9 Skidmore Court, Towson, MD 21204  
Susan Shankroff, 10 Winthrop Court, Towson, MD 21204  
Cynthia Sommer, 200 Gaywood Road, Baltimore, MD 21212  
James Cox, 65 East Burke Avenue, Towson, MD 21286  
Mary-Louise Stenchly, 63 Aigburth Avenue, Towson, MD 21286  
Paul S. Hartman, Aigburth Manor Association, Inc., 18 1/2 Cedar Avenue,  
Baltimore, MD 21286  
Fay Citerone, Knollwood-Donnybrook Improvement Association, 909 Rappaix Court,  
Towson, MD 21286  
Peggy Squitieri, Ruxton Riderwood Lake Roland Area Improvement Association  
(RRLRAIA), P.O. Box 204, Riderwood, MD 21139  
Susan Vaupel, 900 Fairway Drive, Towson, MD 21286  
Erik Cloyd, 300 Oak Lane Court, Towson, MD 21286  
Chris Rabarn, 601 Wilton Road, Towson, MD 21286  
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Abass Dabirsiaghi, 10 Skidmore Court, Towson, MD 21204  
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Michael Ertel, Vice President, GTCCA & President, West Towson Neighborhood  
Association, 505 West Joppa Road, Towson, MD 21204  
John Maranto, President, The Yorkleigh Community Association, 7308 Yorktowne Drive,  
Towson, MD 21204  
Howard M. Taylor, 8 Maryland Avenue, Towson, MD 21286  
Janice Solomon, 10856 Green Mountain Circle, Columbia, MD 21044  
Donald W. Kalkman, Jr., 8 Winthrop Court, Towson, MD 21204  
Silvia Tudor, Villa Maria Continuum, 2300 Dulaney Valley Road, Timonium, MD 21093  
Kathy Hoatson, 958 Fairmount Avenue, Towson, MD 21204  
People's Counsel; Mike Mohler, DPDM; File

ORDER RECEIVED FOR FILING

Date

5-11-10

By

EW



**BALTIMORE COUNTY**  
MARYLAND

JAMES T. SMITH, JR.  
County Executive

April 21, 2010

WILLIAM J. WISEMAN III  
Zoning Commissioner

Edward J. Gilliss, Esquire  
Royston, Mueller, McLean & Reid, LLP  
102 West Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204

**RE: PETITION FOR SPECIAL HEARING**  
NE/S Skidmore Court, 335' NE of c/line Radcliff Road  
**(16 Skidmore Court)**  
9<sup>th</sup> Election District - 5<sup>th</sup> Council District  
16 Skidmore Court, LLC - Petitioner  
**Case No. 2010-0133-SPH**

Dear Mr. Gilliss:

This will acknowledge receipt of the Motion for Reconsideration filed in this matter and received by my office on April 20, 2010. I hasten to inform you that copies of this Motion should have been sent to those persons who appeared in opposition to your request as well as Mr. Peter Max Zimmerman, People's Counsel for Baltimore County, since his appearance had been entered in the case. By copy of this letter, I am forwarding to those individuals copies of your Motion and the grounds contained in your correspondence dated April 20, 2010.

As you may know, Appendix G of the Baltimore County Zoning Regulations contain the Rules of Practice and Procedure before the Zoning Commissioner and require pursuant to Rule 4K that the Zoning Commissioner shall rule on the Motion within thirty (30) days from the date which the Motion is accepted for filing. The filing of your Motion as set out in the Rules "shall stay all further proceedings in the matter, including the time limits/deadlines for the filing of an appeal". I wish to inform you that I am extending the courtesy to those individuals who attended the hearing some additional time to provide them with an opportunity to respond to me, in writing, prior to May 10, 2010, at which time the thirty (30) day period will begin to run and a decision will be rendered in your case.

Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Wiseman III", written over a circular stamp.

WILLIAM J. WISEMAN, III  
Zoning Commissioner  
for Baltimore County

WJW:dlw  
Enclosure

Edward J. Gilliss, Esquire

April 21, 2010

Page 2

- c: Stephen G. Vetter, 1749 Broadlee Trail, Annapolis, MD 21401  
Emily K. Lashley, Esquire, 21 Skidmore Court, Towson, MD 21204  
Edward T. Kilcullen, Jr., President, The Greater Towson Council of Community Associations, Inc. (GTCCA), 100 Maryland Avenue, Towson, MD 21286  
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Howard M. Taylor, 8 Maryland Avenue, Towson, MD 21286  
Janice Solomon, 10856 Green Mountain Circle, Columbia, MD 21044  
People's Counsel; Mike Mohler, DPDM; File

1/20/10  
In the Matter of  
16 Skidmore Court LLC  
Re: 16 Skidmore Court  
Towson, MD 21204

\* Before the Hearing Officer  
\* Civil Citation No. FA0149449 /  
CO0066495  
\*  
\* Special Hearing  
\* Matter No. 0210-0133-SPH

\* \* \* \* \*

### **REQUEST FOR RECONSIDERATION**

16 Skidmore Court, LLC (the "LLC"), Petitioner, by its undersigned counsel, pursuant to Maryland Rules of Procedure, submits this Request for Reconsideration, and as reasons therefor states as follows:

#### **Introduction**

Petitioner requested a special hearing pursuant to Sections 500.7 and 104 of the Baltimore County Zoning Regulations ("B.C.Z.R.") for a determination that the Baltimore County rowhouse located at 16 Skidmore Court, Towson, Maryland 21204 (the "Property") is a lawful non-conforming use for a "boarding or rooming house" pursuant to B.C.Z.R. Section 101.1. A Special Hearing was held on March 4, 2010 before the Zoning Commissioner. On April 2, 2010, the Zoning Commissioner denied Petitioner's request for approval of a lawful non-conforming use with respect to the Property.<sup>1</sup>

As reasons for his denial, the Zoning Commissioner proffered three main arguments: (1) that "Joe Wascavage and Steve Plimack were not properly admitted members of the LLC and could not be deemed owners under the plain meaning of Council Bill 17-09 on the effective date of the New Legislation;" (2) that "Joe Wascavage and Steve Plimack did not meet the definition of owner as set forth in the regulations as there is no evidence that the members shared in the profits and losses of the LLC, whose sole income is the rent paid by tenants;" and (3) "Even if

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<sup>1</sup> William J. Wiseman, III, Findings of Fact and Conclusions of Law (April 2, 2010).



Petitioner could demonstrate that the LLC had a lawful non-conforming use on April 19, 2009, the Second Amendment of the LLC's operating agreement unlawfully expanded the use of the property and abandoned the prior lawful non-conforming use on March 14, 2009." These three arguments are addressed below, and because the foundation for each is flawed, the Decision must be reconsidered.

**Response to Commissioner's Argument**

**I. Joe Wascavage and Steve Plimack were not properly admitted members of the LLC and could not be deemed owners under the plain meaning of Council Bill 17-09 on the effective date of the New Legislation.**

The above-quoted conclusion of the Zoning Commissioner is incorrect. There was no testimony or other evidence before the Zoning Commissioner that Messrs. Wascavage and Plimack were NOT properly admitted Members of the LLC. On the contrary, evidence was presented before the Zoning Commissioner that Mr. Plimack was a party to the LLC's Amended and Restated Operating Agreement, dated December 30, 2008. Because of a photocopying error, only the cover page and not the entire Amended and Restated Operating Agreement was previously submitted to the Zoning Commissioner. *See* Exhibit "G"; a complete copy of the LLC's Amended and Restated Operating Agreement is attached hereto as **Exhibit A**. Contrary to the Zoning Commissioner's "inference" that the Amended and Restated Operating Agreement was "executed in contradiction of the Maryland Annotated Code,"<sup>2</sup> the Amended and Restated Operating Agreement was, in fact, executed by all Members of the LLC (i.e., unanimous consent) in accordance with Maryland Code Annotated, Corporations & Associations Article, Section 4A-601(b)(1). *See* Exhibit "A."

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<sup>2</sup> *Id.* at page 9.

Furthermore, pursuant to a May 14, 2009 Amendment to Operating Agreement (the "May 14 Amendment") (See original Exhibit "J"), Mr. Wascavage was properly admitted as a Member of the LLC, with a 26% Membership Interest. Therefore, the Zoning Commissioner is incorrect in his assertion that the May 14 Amendment "decreased Steve Plimack's purported ownership interests to 24%."<sup>3</sup> On the contrary, Mr. Plimack's Membership Interest in the LLC remained at 26% after the execution of the May 14 Amendment; Stephen Vetter's and Brian Vetter's respective interests decreased to 24%.

Consistent with the law in force at the time of the LLC's creation, Messrs. Plimack and Wascavage are "owners" of the property, inasmuch as they each have more than a 25% legal or equitable interest in the LLC.

**II. Joe Wascavage and Steve Plimack did not meet the definition of owner as set forth in the regulations as there is no evidence that the members shared in the profits and losses of the LLC, whose sole income is the rent paid by tenants.**

The above-quoted conclusion of the Zoning Commissioner is incorrect. Again, there was no testimony or other evidence before the Zoning Commissioner that Messrs. Wascavage and Plimack did NOT share in the profits and losses of the LLC. Regardless, the December 30, 2008 Amended and Restated Operating Agreement (Exhibit "A") does address this issue. Under Section I of the Amended and Restated Operating Agreement, the term "*Interest*" is defined as "a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company." The term "*Interest Holder*" is defined as "any Person who holds an Interest,

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<sup>3</sup> *Id.* at page 10.

whether as a Member or as an unadmitted assignee of a Member.” Furthermore, Section IV of the Amended and Restated Operating Agreement states:

“4.1. *Distributions of Cash Flow.*

4.1.1. *Cash Flow.* For any taxable year of the Company, Cash Flow shall be distributed to the Interest Holders as follows:

4.1.1.1. first, to the Class A Members, in equal proportion, until the Class A Members’ Capital Accounts have been reduced to zero; then

4.1.1.2. any Cash Flow remaining after distributions have been made pursuant to *Section 4.1.1.1* shall be distributed to all of the Interest Holders in proportion to their respective Percentages.

4.2. *Allocation of Profit or Loss.* After giving effect to the special allocations set forth in *Section 4.3*, for any taxable year of the Company, Profit or Loss shall be allocated to the Interest Holders in proportion to their Percentages.”

Accordingly, since Messrs. Plimack and Wascavage are Members of the LLC, and therefore, “Interest Holders,” they do clearly share in the profits and losses of the LLC. The mere fact that inquiry was made at the March 4, 2010 hearing by an observer of the proceedings about “profit and loss” does not raise such issue to the evidentiary level of credible testimony which might contradict the uncontroverted evidence within the December 30, 2008 Amended and Restated Operating Agreement.

**III. Even if Petitioner could demonstrate that the LLC had a lawful non-conforming use on April 19, 2009, the Second Amendment of the LLC’s operating agreement unlawfully expanded the use of the property and abandoned the prior lawful non-conforming use on March 14, 2009.**

This argument, too, is incorrect. Much like a business deemed to be a valid non-conforming use in a residential neighborhood can continue when sold to a new owner, similarly



this LLC's membership interests can be bought, sold and transferred, all while the LLC continues to operate as a residential dwelling. Here, the "owners" are defined by the greater than 25% standard in force when the LLC was created and became operational.

As was offered during the March 4, 2010 hearing, this LLC's continuing valid use can be paralleled to an ice cream store which operates in a location otherwise violative of zoning because the store existed before the zoning made it non-conforming. No one would ever argue that the ice cream store cannot be sold to a new owner and continue in operation.

Here, there has been no "expansion" of use. The LLC may have up to three "owners" possessing a greater than 25% interest. The LLC does have up to three "owners" possessing a greater than 25% interest.

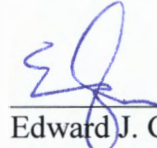
### **Conclusion**

As set forth in the December 30, 2008 Amended and Restated Operating Agreement and subsequent May 14 Amendment, Mr. Wascavage and Mr. Plimack were properly admitted as Members of the LLC and did share in the profits and losses of the LLC. The May 14 Amendment did not unlawfully expand the use of the Property or result in an abandonment of the prior lawful non-conforming use.

Because there is a general presumption that favors the prospective application of a statute and there is no statutory language or other evidence to rebut the presumption of prospective application of Council Bill 17-09, Council Bill 17-09 should be applied prospectively with respect to the LLC and the Property. Further, any attempted retroactive application of Council Bill 17-09 violates the United States Constitution, the Maryland Constitution and the Maryland



Declaration of Rights. Accordingly, the LLC must be allowed to continue to operate and manage the Property as a lawful non-conforming use.<sup>4</sup>



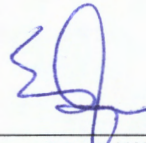
Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(410) 823-1800  
*Counsel for 16 Skidmore Court, LLC, Petitioner*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20 day of APR., 2010, a copy of the foregoing Request for Reconsideration was mailed by first-class mail, postage prepaid, to:

William J. Wiseman, III, Esquire  
Zoning Commissioner  
105 West Chesapeake Avenue  
Towson, Maryland 21204-4710

John E. Beverungen, Esquire  
Baltimore County Attorney  
Office of Law  
400 Washington Avenue  
Towson, Maryland 21204



Edward J. Gilliss

ROYSTON, MUELLER,  
MCLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND  
21204-4575  
410-823-1800

<sup>4</sup> It must also be noted that the issue involved in this proceeding is purely a legal and factual issue concerning only 16 Skidmore Court and the LLC. The presence of neighbors at the March 4, 2010 hearing and the vocal concern of some domino effect has no role in the evaluation of this LLC's entitlement to valid non-conforming use status.

**Amended and Restated Operating Agreement**

**Of**

**16 Skidmore Court LLC,**

**A Maryland Limited Liability Company**

**Dated: December 30, 2008**

## Explanatory Statement

### Section I. Defined Terms

### Section II. Formation and Name; Office; Purpose; Term

- 2.1. Organization
- 2.2. Name of the Company
- 2.3. Purpose
- 2.4. Term
- 2.5. Principal Office
- 2.6. Resident Agent
- 2.7. Members

### Section III. Members; Capital; Capital Accounts

- 3.1. Initial Capital Contributions
- 3.2. No Other Capital Contributions Required
- 3.3. No Interest on Capital Contributions
- 3.4. Return of Capital Contributions
- 3.5. Form of Return of Capital
- 3.6. Capital Accounts
- 3.7. Loans

### Section IV. Profit, Loss, and Distributions

- 4.1. Distributions of Cash Flow
- 4.2. Allocation of Profit or Loss
- 4.3. Regulatory Allocations
- 4.4. Liquidation and Dissolution
- 4.5. General

### Section V. Management: Rights, Powers, and Duties

- 5.1. Management
- 5.2. Meetings of and Voting by Members
- 5.3. Personal Services
- 5.4. Duties of Parties
- 5.5. Liability and Indemnification

### Section VI. Transfer of Interests, Withdrawals of Members and Redemption

- 6.1. Transfers
- 6.2. Voluntary Withdrawal
- 6.3. Involuntary Withdrawal
- 6.4. Transfers to residents of 16 Skidmore Court
- 6.5. Redemption

### Section VII. Dissolution, Liquidation, and Termination of the Company

- 7.1. Events of Dissolution
- 7.2. Procedure for Winding Up and Dissolution
- 7.3. Filing of Articles of Cancellation

### Section VIII. Books, Records, Accounting, and Tax Elections

- 8.1. Bank Accounts
- 8.2. Books and Records
- 8.3. Annual Accounting Period
- 8.4. Reports

### Section IX. General Provisions

- 9.1. Assurances
- 9.2. Notifications
- 9.3. Specific Performance
- 9.4. Complete Agreement
- 9.5. Applicable Law
- 9.6. Section Titles
- 9.7. Binding Provisions
- 9.8. Jurisdiction and Venue
- 9.9. Terms
- 9.10. Separability of Provisions
- 9.11. Counterparts

## Exhibits

Exhibit A — List of Members, Capital, and Percentages



**Amended and Restated  
Operating Agreement  
of  
16 Skidmore Court, LLC,  
a Maryland Limited Liability Company**

This Amended and Restated Operating Agreement (this "Agreement") is entered into to be effective the 30<sup>th</sup> day of December, 2008, by and among Stephen G. Vetter ("Stephen") and Brian Vetter ("Brian"), Class A Members, and Steve ("Plimack"), Class B Member.

**Explanatory Statement**

**WHEREAS**, 16 Skidmore Court, LLC (the "Company") was formed by the filing of Articles of Organization with SDAT on September 11, 2007.

**WHEREAS**, Stephen and Brian have heretofore entered into an Operating Agreement effective September 21, 2007 (the "Original Operating Agreement") for the organization, operation and conduct of the Company.

**WHEREAS**, the parties desire to admit Plimack as a Class B Non-Voting Member upon the terms and conditions hereinafter set forth all in accordance with the terms and subject to the conditions set forth in this Agreement and to amend and restate the Original Operating Agreement with the intent that this Agreement shall supercede and replace in its entirety the Original Operating Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**Section I  
Defined Terms**

The following capitalized terms shall have the meanings specified in this *Section I*. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

*"Act"* means the Maryland Limited Liability Company Act, as amended from time to time.

*"Adjusted Capital Account Deficit"* means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.4.2 or is deemed obligated to restore pursuant to

Regulation Sections 1.704-2(g)(1) and (i)(5) (i.e., the Interest Holder's share of Minimum Gain and Member Minimum Gain); and

(ii) the deficit shall be increased by the items described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

*"Affiliate"* means, with respect to any Member, any Person: (i) which owns more than 25% of the voting interests in the Member; or (ii) in which the Member owns more than 25% of the voting interests; or (iii) in which more than 25% of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above.

*"Agreement"* means this Agreement, as amended from time to time.

*"Capital Account"* means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's allocable share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of *Section IV* (other than *Section 4.3.3*); and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the Interest Holder's allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of *Section IV* (other than *Section 4.3.3*).

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted pursuant to *Section 4.3.3*, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

*"Capital Contribution"* means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

*"Cash Flow"* means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future

expenses, debt payments, capital improvements, and replacements as determined by the Class A Members. Cash Flow shall be increased by the reduction of any reserve previously established.

*"Class A Member"* means each Person signing this Agreement as a Class A Member and each Person who subsequently is admitted as a Class A Member. Class A Members shall possess voting rights.

*"Class B Member"* means each Person signing this Agreement as a Class B Member and each Person who subsequently is admitted as a Class B Member. Class B Members shall have no voting rights.

*"Code"* means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

*"Company"* means the limited liability company organized in accordance with this Agreement.

*"Company Property"* means any real property owned by the Company.

*"Interest"* means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

*"Interest Holder"* means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

*"Involuntary Withdrawal"* means, with respect to any Member, the occurrence of any of the events set forth in Act Section 4A-606(3) through (9).

*"Member"* means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

*"Member Minimum Gain"* has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

*"Membership Rights"* means all of the rights of a Member in the Company, including a Member's: (i) Interest, (ii) right to inspect the Company's books and records, (iii) right to participate in the management of and vote on matters coming before the Company, and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

*"Minimum Gain"* has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

*"Negative Capital Account"* means a Capital Account with a balance of less than zero.

*"Percentage"* means, as to a Member, the percentage set forth after the Member's name on *Exhibit A*, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.

*"Person"* means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

*"Positive Capital Account"* means a Capital Account with a balance greater than zero.

*"Profit"* and *"Loss"* means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to *Section 4.3* hereof shall not be taken into account in computing Profit or Loss.

*"Regulation"* means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

*"SDAT"* means the State Department of Assessments and Taxation of Maryland.

*"Transfer"* means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.



"*Voluntary Withdrawal*" means a Member's dissociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

## **Section II**

### **Formation and Name; Office; Purpose; Term**

2.1. *Organization.* The parties hereby confirm the organization of a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed and filed with SDAT on September 11, 2007.

2.2. *Name of the Company.* The name of the Company shall be "16 Skidmore Court LLC." The Company may do business under that name and under any other name or names upon which the Class A Members agree. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

2.3. *Purpose.* The Company is organized solely to purchase, acquire, buy, sell, own, trade in, hold, develop, lease, manage and subdivide and otherwise deal in and with the real property known as 16 Skidmore Court, Towson, Maryland 21204, and to do any and all things necessary, convenient or incidental to that purpose; and conduct business in any state for any lawful purpose to the fullest extent set forth in § 4A-201 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time (the "Code"), and to do any and all things necessary, convenient, or incidental to that purpose.

2.4. *Term.* The term of the Company began upon the execution of this Agreement and shall continue in existence until its existence is terminated pursuant to *Section VII* of this Agreement.

2.5. *Principal Office.* The principal office of the Company in the State of Maryland shall be located at 1749 Broadlee Trail, Annapolis, Maryland 21401 or at any other place within the State of Maryland upon which the Class A Members agree.

2.6. *Resident Agent.* The name and address of the Company's resident agent in the State of Maryland shall be Robert S. Handzo, 102 W. Pennsylvania Avenue, Suite 600, Towson, Maryland 21204.

2.7. *Members.* The name, present mailing address and Percentage of each Member are set forth on *Exhibit A*.

## **Section III**

### **Members; Capital; Capital Accounts**

3.1. *Initial Capital Contributions.* Upon the execution of the Original Operating Agreement, the Class A Members contributed to the Company the property respectively set forth on *Exhibit A*. The Class B Member shall contribute to the Company the cash in the amount set forth on *Exhibit A*.

3.2. *No Other Capital Contributions Required.* No Class A Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Class A Member shall have any personal liability for any obligations of the Company.

3.3. *No Interest on Capital Contributions.* Interest Holders shall not be paid interest on their Capital Contributions.

3.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive the return of any Capital Contribution.

3.5. *Form of Return of Capital.* If an Interest Holder is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Interest Holder in return of the Capital Contribution.

3.6. *Capital Accounts.* A separate Capital Account shall be maintained for each Interest Holder.

3.7. *Loans.* Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

#### **Section IV Profit, Loss, and Distributions**

4.1. *Distributions of Cash Flow.*

4.1.1. *Cash Flow.* For any taxable year of the Company, Cash Flow shall be distributed to the Interest Holders as follows:

4.1.1.1. first, to the Class A Members, in equal proportion, until the Class A Members' Capital Accounts have been reduced to zero; then

4.1.1.2. any Cash Flow remaining after distributions have been made pursuant to Section 4.1.1.1 shall be distributed to all of the Interest Holders in proportion to their respective Percentages.

4.2. *Allocation of Profit or Loss.* After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Interest Holders in proportion to their Percentages.

4.3. *Regulatory Allocations.*

4.3.1. *Qualified Income Offset.* No Interest Holder shall be allocated Losses or deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution which causes the Interest Holder to have an Adjusted Capital Account

Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This *Section 4.3.1* is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

*4.3.2. Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain or Member Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain or Member Minimum Gain. Allocations of gross income and gain pursuant to this *Section 4.3.2* shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain or Member Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this *Section 4.3.2* shall constitute a "minimum gain chargeback" under Regulation Sections 1.704-2(f) or 1.704-2(i)(4).

*4.3.3. Contributed Property and Book-Ups.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) using the "traditional method" described in Regulation Section 1.704-3(b).

*4.3.4. Allocation of Tax Items.* Except as otherwise provided herein, each item of profit or loss recognized by the company for Federal income tax purposes shall be allocated among the Interest Holders in the same manner and proportion as each correlative item of Profit or Loss is allocated pursuant to the provisions of this *Section IV*.

#### *4.4. Liquidation and Dissolution*

*4.4.1.* If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to *Section 4.2*, if any, and distributions, if any, of cash or property, pursuant to *Section 4.1*.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Class A Members.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Members. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in *Section 4.2* and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to *Section 4.4*.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit or Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to any extraordinary nonrecurring items of the Company.

4.5.4. The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this *Article IV* to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

**Section V**  
**Management: Rights, Powers, and Duties**

5.1. *Management*

5.1.1. The Company shall be managed by the Class A Members, who shall have the full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated and to make all decisions concerning its business and affairs. Except as set forth herein or as required by applicable law, no Class B Member shall have the right to vote on any matter concerning the affairs of the Company.



5.1.2. No Class B Member shall be considered to be an agent of the Company solely by virtue of being a member, and no Class B Member has authority to act for the Company by virtue of being a Member.

5.1.3. The provisions contained in this *Section 5.1* supercede any authority granted to the Members pursuant to Section 4A-401 of the Act. Any Member who takes any action or binds the Company in violation of this *Section 5.1* shall be solely responsible for any loss or expense incurred as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.2. *Meetings of and Voting by Members.*

5.2.1. A meeting of the Class A Members may be called at any time by any Class A Member. Meetings of Class A Members shall be held at the Company's principal place of business or at any other place in Baltimore City or Baltimore County, Maryland, designated by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Class A Member. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Class A Member waives notice if before or after the meeting the Class A Member signs a waiver of the notice which is filed with the records of Class A Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Class A Members, the presence in person or by proxy of Class A Members holding not less than fifty-one percent (51%) of the Percentages then held by Class A Members constitutes a quorum. A Class A Member may vote either in person or by written proxy signed by the Class A Member or by the Class A Member's duly authorized attorney in fact.

5.2.2. Except as otherwise provided in this Agreement, the affirmative vote of Class A Members holding fifty-one percent (51%) or more of the Percentages then held by Class A Members shall be required to approve any matter coming before the Class A Members.

5.2.3. Class B Members shall not be entitled to notice of meetings of the Class A Members and shall not be entitled to be present thereat.

5.3. *Personal Services.* No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Members, no Member shall be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.4. *Duties of Parties.*

5.4.1. A Member shall not be liable, responsible, or accountable in damages or otherwise to the Company or to any other Member for any action taken or any failure conferred

on the Member by this Agreement or by law, unless the action taken or omission was made fraudulently or in bad faith or unless the action or omission constituted gross negligence.

5.4.2. Except as otherwise expressly provided in *Section 5.4.3*, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.4.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

#### 5.5. *Liability and Indemnification.*

5.5.1. A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

5.5.2. The Company shall indemnify each Class A Member for any act performed by the Class A Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

### **Section VI**

#### **Transfer of Interests, Withdrawals of Members and Redemption**

6.1. *Transfers.* Except as provided in *Section 6.4* hereof, no Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Interest. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this *Section 6.1* shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Rights are attempted to be transferred in violation of this *Section 6.1* shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights.

6.2. *Voluntary Withdrawal.* No Member shall have the right or power to Voluntarily Withdraw from the Company.

6.3. *Involuntary Withdrawal.* Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the Withdrawn Member shall thereupon become an Interest Holder but shall not become a Member. The successor Interest Holder shall have all and only the rights of an Interest Holder.

6.4. *Transfers to Residents of Company Property.* Notwithstanding anything set forth in this Agreement to the contrary, any Member may at any time, and from time to time, Transfer all, or any portion of, or any interest or rights in, Membership Rights or Interest to any person residing at Company Property, provided that the Class A Members consent to such transfer.

6.5. *Redemption.* The Company may redeem any Class B Member's Interest at any time (the "Redemption"). In consideration for the Redemption, the Company shall pay to the Class B Member an amount equal to the Class B Member's Capital Account at the time of the Redemption.

## **Section VII**

### **Dissolution, Liquidation, and Termination of the Company**

7.1. *Events of Dissolution.* The Company shall be dissolved upon the unanimous written agreement of the Class A Members.

7.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the remaining Class A Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with *Section 4.4*.

7.3. *Filing of Articles of Cancellation.* If the Company is dissolved, the Class A Members shall promptly file Articles of Cancellation with SDAT. If there are no remaining Class A Members, the Articles shall be filed by the last Person to be a Class A Member; if there are no remaining Class A Members, or a Person who last was a Class A Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Class A Member.

## **Section VIII**

### **Books, Records, Accounting, and Tax Elections**

8.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Class A Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. *Books and Records.* The Class A Members shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the



transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and practices and shall be available at the Company's principal office for examination by any Class A Member or the Class A Member's duly authorized representative at any and all reasonable times during normal business hours.

8.3. *Annual Accounting Period.* The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

8.4. *Reports.* Within seventy-five (75) days after the end of each taxable year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the taxable year then ended a complete accounting of the affairs of the Company for the taxable year then ended. In addition, within seventy-five (75) days after the end of each taxable year of the Company, the Members shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

## **Section IX General Provisions**

9.1. *Assurances.* Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Class A Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3. *Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or



permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Class A Members.

9.5. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Maryland.

9.6. *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the District of Maryland or any Maryland State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

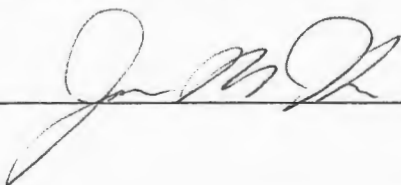
9.10. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

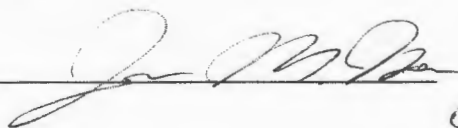
9.11. *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

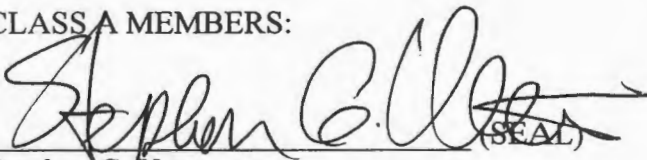
*[signatures appear on following page]*

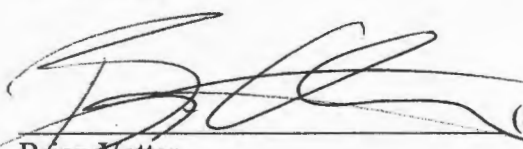
WITNESS OR ATTEST:

  
\_\_\_\_\_

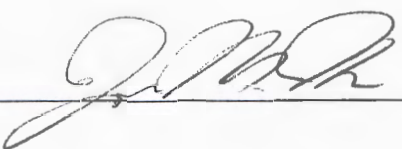
  
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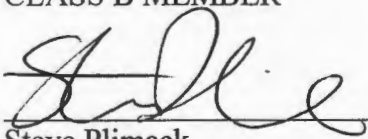
CLASS A MEMBERS:

  
\_\_\_\_\_  
Stephen G. Vetter

  
\_\_\_\_\_  
Brian Vetter

CLASS B MEMBER

  
\_\_\_\_\_

  
\_\_\_\_\_  
Steve Plimack

**16 Skidmore Court LLC,  
A Maryland Limited Liability Company  
Operating Agreement**

**Exhibit A  
List of Members, Capital, and Percentages**

| Name and Address<br>Of Taxpayer                                 | Initial<br>Cash Capital<br>Contribution                                                                      | Percentages |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------|
| Stephen G. Vetter<br>1749 Broadlee Trail<br>Annapolis, MD 21401 | Contribution of 50%<br>interest in property having<br>an address of<br>16 Skidmore Court<br>Towson, MD 21204 | 37%         |
| Brian Vetter<br>16 Skidmore Court<br>Towson, MD 21204           | Contribution of 50%<br>interest in property having<br>an address of<br>16 Skidmore Court<br>Towson, MD 21204 | 37%         |
| Steve Plimack<br>16 Skidmore Court<br>Towson, MD 21204          | \$1.00                                                                                                       | 26%         |

4/20/10

**ROYSTON, MUELLER, McLEAN & REID, LLP**

ATTORNEYS AT LAW

SUITE 600

THE ROYSTON BUILDING  
102 WEST PENNSYLVANIA AVENUE  
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April 20, 2010

OF COUNSEL

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LISA J. McGRATH

CARROLL W. ROYSTON  
1913-1991

H. ANTHONY MUELLER  
1913-2000

RICHARD A. REID  
1931-2008

\* ALSO ADMITTED IN D.C.

R. TAYLOR McLEAN  
E. HARRISON STONE  
WILLIAM F. BLUE  
THOMAS F. McDONOUGH  
LAUREL PARETTA REESE\*  
KEITH R. TRUFFER\*  
ROBERT S. HANDZO\*  
EDWARD J. GILLISS  
TIMOTHY J. OURSLER  
ROBERT G. BLUE  
CRAIG P. WARD  
LEANNE M. SCHRECENGOST

DAVID F. LUBY  
JONATHAN M. HERBST  
JAMES L. SHEA, JR.  
MARTHA K. WHITE  
ALICE L. ARCIERI  
JAMES G. QUINN

**VIA HAND-DELIVERY**

William J. Wiseman, III, Esquire  
Zoning Commissioner  
105 West Chesapeake Avenue  
Towson, Maryland 21204-4710

Re: 16 Skidmore Court, LLC  
Case No. 0210-0133-SPH

RECEIVED

APR 20 2010

ZONING COMMISSIONER

Dear Mr. Wiseman:

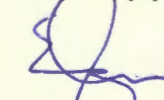
Enclosed with this letter please find the following:

- Request for Reconsideration.

I request that you acknowledge receipt of this letter and of the Request for Reconsideration and confirm that the Petitioner may wait for your review and decision relating to the Request for Reconsideration without waiving appeal rights.

Thank you for your cooperation.

Very truly yours,



Edward J. Gilliss

EJG/ges

Enclosure

cc: Mr. Stephen B. Vetter



4/12/10  
IN RE: PETITION FOR SPECIAL HEARING \*

NE/S Skidmore Court, 335' NE of c/line  
Radcliff Road \*

(16 Skidmore Court) \*

9<sup>th</sup> Election District \*

5<sup>th</sup> Council District \*

16 Skidmore Court, LLC  
Petitioner \*

BEFORE THE

ZONING COMMISSIONER

OF

BALTIMORE COUNTY

Case No. 2010-0133-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 Robert S. Handzo, Resident Agent, on behalf of the owner of the subject property, 16 Skidmore Court, LLC, by and through its attorney, Edward J. Gilliss, Esquire of Royston, Muller, McLean & Reid, LLP. The Petitioner requests a special hearing, pursuant to Sections 500.7 and 104 of the Baltimore County Zoning Regulations (B.C.Z.R.), for a determination that 16 Skidmore Court is a lawful non-conforming use for "boarding or rooming house" purposes consistent with B.C.Z.R. Section 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland Limited Liability company and became the legal owner of the above-referenced property prior to the effective date of County Council Bill 17-09 (the *Previous Legislation*), B.C.Z.R. 101.1 after the effective date being known as the *New Legislation*.<sup>1</sup> The subject property and requested relief are more particularly described on the site plan and in the Memorandum of Law with

\* I am grateful for and would like to acknowledge the research and assistance of Sabrina E. Chase, a lawyer in the County's Office of Law, in the preparation of this Order.

<sup>1</sup> Allegations of a boarding house/rooming house were once again made by neighbors after the effective date (April 19, 2009) of Bill No. 17-09. An investigation as authorized by the Department of Permits and Development Management (DPDM) was conducted and a correction notice issued. See Division of Code Inspections and Enforcement Violation Case No. FA0149449/CO0066495. In accordance with B.C.Z.R. Section 500.7, Petitioner requests this hearing for a determination as to whether 16 Skidmore Court violates the zoning regulations.

ORDER RECEIVED FOR FILING

Date

By

4-2-10  
B

supporting documents, submitted which were accepted into evidence and marked as Petitioner's Exhibits 1 and 2, respectively.

Appearing at the requisite public hearing in support of the request were Stephen Vetter, managing member of the LLC, Emily K. Lashley, Esquire (an attorney from the locale) and Edward J. Gilliss, Esquire, counsel for Petitioner. This request generated significant public interest and numerous residents from the surrounding community appeared, including: Edward T. Kilcullen, Jr., President of The Greater Towson Council of Community Associations, Inc. (GTCCA), Andrea C. Dodge, Nancy E. Pivec, President, Towson Park Community Association, Ellis Rios Winter, Ruth M. Adams, Richard Parsons, also with GTCCA, Dorothy M. Mandell, Sister Michele Kriczky, Sister Evelyn Grudza, Susan Shankroff, Cynthia Sommer, James Cox, Mary-Louise Stenchly, Paul S. Hartman with the Aigburth Manor Association, Inc., Fay Citerone from the Knollwood-Donnybrook Improvement Association, Peggy Squitieri of Ruxton Riderwood Lake Roland Area Improvement Association (RRLRAIA), Susan Vaupel, Erik Cloyd, Chris Rabarn, Nanci Barker, Abass Dabirsiaghi, John S. Simms, Esquire, G.T. Keplinger, President, Burkleigh Square Community Association, Helen Keplinger, Michael Ertel, Vice President of GTCCA and President of West Towson Neighborhood Association, John Maranto, President of The Yorkleigh Community Association, and Howard M. Taylor. Also attending as interested persons were Janice Solomon and Mike Mohler with DPDM. It should be mentioned that numerous letters and e-mails in opposition were received and collectively marked as Protestants' Exhibit 1.

The facts of the case are relatively simple as referenced in the testimony and evidence produced at the hearing. On June 16, 2005, Stephen Vetter and his son, Brian Vetter, purchased the subject property which consists of an irregularly shaped lot roughly 0.132 acres in area and

located on the east side of Radcliffe Road, just west of Fairmount Avenue in the Towson. The property is zoned D.R.10.5 and improved with a two-story brick end-of-group townhome built in 1955. The Vettters purchased the property as a place for Brian Vetter to reside while attending Towson University.<sup>2</sup> When the semester began, however, four (4) students had moved in (including Brian). What transpired thereafter is in dispute and has been ongoing for many months. Testifying in strong opposition to four (4) college students living in the house and providing a history of the problems were Messrs. Simms, Cox, Hartmann and Kilcullen, Sister Evelyn Grudza, and Mmes. Dodge (adjacent neighbor), Sommer, Adams, Pivec, Barker, and Citerone. These witnesses each provided their own individual testimony and offered exhibits, but the clear tenor and theme of their remarks relate to declining property values, increased foot and vehicle traffic – often five (5) or six (6) vehicles belonging to people living or visiting the subject property take up needed parking spaces – burdens and emotional stress caused by late night parties with loud music, etc.<sup>3</sup> (See Protestants Exhibits 1 through 3).

The Vettters nightmare began in March 2007 when Code Enforcement Officer Latashia Rumsey-Scott visited the site and issued a "Correction Notice" informing the Vettters that they would need to bring the property in conformance with the zoning regulations and reduce the number of unrelated tenants to two (2). In order to create a lawful means for other students to reside in the townhouse<sup>4</sup> and generate funds to pay the mortgage obligation, 16 Skidmore Court, LLC (LLC) was established. The ownership of the property was transferred from the Vettters to

<sup>2</sup> Stephen G. Vetter's name appears on the Deed. He and his wife, Teresa, do not reside on the property and own their own single-family residence located in Annapolis.

<sup>3</sup> Many neighbors were quite demonstrative when testifying bringing to the minds eye images of the infamous movie -- National Lampoon's Animal House.

<sup>4</sup> B.C.Z.R. Section 408.B.1 provides the process for obtaining a *use permit* for a boarding or rooming house in D.R. zones and restricts the use *only in single-family detached dwellings*.



the LLC by virtue of a deed that converted the real estate enterprise as defined under Section 12-108(bb) of the Tax Property Article of the Annotated Code of Maryland to a limited liability company, effective September 21, 2007. The transferring deed located at Liber 0027528, Folio 500 (the Deed), states in part that both the LLC and the grantors, Brian and Stephen Vetter, attested that the transfer was for no consideration other than the issuance of membership interests, the members of the LLC were Brian and Stephen Vetter; and that each members allocation of profits and losses between the grantors and the grantee was identical. According to Petitioner's legal counsel, this undertaking properly served the legislative purposes of the *Previous Legislation* located in Section 101.1 of the B.C.Z.R., which at that time defined "owner" as "a person . . . who has more than 25% legal or equitable interest in the property" and shared in 25% of the profits or losses of the property. The Greater Towson area neighbors, however, believe the LLC scheme to be a total sham and formed specifically to thwart the County's attempt to prevent illegal rooming/boardng houses. They fear the potential precedent that could attach to this case given the numerous other LLC's in the area.

It has been stated that it is the responsibility of the Zoning Commissioner to determine the intent of the legislature when construing any regulation/statue. In this case, it falls upon the undersigned to determine the intent of the Baltimore County Council when it enacted Section 101 of the B.C.Z.R. and adopted the language therein. (*Marzullo v. Kahl* 36 Md. 158, 175 [2001]). Interpretation of the zoning regulations and essential requirements for an unincorporated organization as set forth in Maryland Code, Corporations and Associations Article - Section 4A - 101 et. seq. is a daunting task and one made even more difficult given my respect for counsel who appeared in this case and presented excellent argument.



I will endeavor to do so by examining the words contained in the regulations and applicable definitions.

Paragraph A of B.C.Z.R. Section 101.1 under the *Previous Legislation*, defined a boarding house as follows:

"A. A building:

1. Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or
2. Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or adoption."

The *Previous Legislation* defines the owner of a boarding or rooming house as follows:

"C. For the purposes of this definition only, "owner" means a person who:

1. Has more than a 25% legal or equitable interest in the property; and
2. Shares in more than 25% of the profits or losses derived from the compensation paid under Paragraph A. of this definition, as stated above."

Under the *New Legislation* (effective April 19, 2009), pursuant to Baltimore County Council Bill 17-09, amended the definition of "owner" for boarding or rooming house purposes so that as of the effective date set forth above, an "owner" is defined as:

"an individual...who has more than a 50% legal or equitable interest in the property." (See Petitioner's Exhibit H).

B.C.Z.R Section 101.1 Word usage: definitions, defines word usage as follows:

"Words used in the present tense include the future; words in the singular number include the plural number; the word "shall" is mandatory. For the purposes of these regulations, certain terms and words are defined below. Any word or term not defined in this section shall have the ordinarily accepted definition as set forth

in the most recent edition of Webster's Third New International Dictionary of the English Language, Unabridged."

As the subject property qualifies as a building, and the words "domicile" and "persons" are undefined in the B.C.Z.R. as it relates to the boarding house, rooming house regulations, I must look to Webster's Third New International Dictionary of the English Language, Unabridged, (Webster's) for the purposes of statutory interpretation. Webster's includes in the definition of a "person",

"a corporation, partnership, or other legal entity that is recognized by law as the subject of rights and duties".

Webster's defines a domicile as both

"the principal place of doing business or maintaining an office of a corporation or business concern as registered in accordance with law" and "the place with which a person has a settled connection for important legal purposes such as jurisdiction to impose personal judgments or taxes on him."

Thus, the LLC may qualify as a person, and the subject property may qualify as the domicile.

To determine the legislative intent of the Baltimore County Council in defining an owner under Council Bill 17-09 and Section 101.1 of the B.C.Z.R., I must look to the plain meaning of the statutory language. *See AllState Insurance Company v. Kim*, 376 Md. 276, 260, 829 A.2d 599 (2003). Integral to the Petitioner's argument, and therefore their exemption from the boarding house, rooming house regulations is an analysis of their qualification as "owners" under the plain meaning of the definitional section of the B.C.Z.R as of the effective date of the *New Legislation*. It is uncontested by the parties that the LLC would not meet the requirements of the *New Legislation*.

**I. Standard of Review.**

ORDER RECEIVED FOR FILING

Date

By

4-2-10

123

The standard of review for an administrative agency is whether a reasoning mind can reach a conclusion based upon the facts proven. *Nnoli v. Nnoli*, 101 Md. App. 243, 646 A.2d 1021 (1994). It is reasonable that in the face of overwhelming community concerns that the LLC is a sham, a reasoning mind must analyze the adherence of the LLC to the requisite corporate formalities required by Maryland law, and proof of proper admission and transfer of the existing membership interests of the LLC to both Steve Plimack and Joe Wascavage, in accordance with the requirements of the Corporations and Associations Article of the Maryland Annotated Code.

The subject property was first subject to a Code Enforcement proceeding on March 22, 2007 and on April 22, 2007, Code Enforcement Hearing Officer Raymond S. Wisnom, Jr., found the owner in violation of the B.C.Z.R. and ordered the owner to "reduce the number of unrelated tenants to 2 or so on or before July 1, 2007". A certain number of tenants vacated the property. Thereafter, on September 21, 2007, the LLC was created to transfer ownership interests in the subject property from Stephen and Brian Vetter to the LLC in exchange for membership interests, meeting the requirements of the B.C.Z.R. and enabling Brian Vetter to continue his residence at the property and a mechanism to meet mortgage obligations. (See Petitioner's Exhibit D). Pursuant to the Deed, the owner of the property is 16 Skidmore Court, LLC. Therefore, a condition precedent to qualification as an "owner" under the *Previous Legislation* by any other person – is evidence of assumption and distribution of 25% of the ownership interests in the LLC (the legal owner of the subject property) – to each person named as an owner by the Petitioner. On September 21, 2007, both Brian Vetter and Stephen Vetter met the statutory definitions of an "owner" under the B.C.Z.R. The LLC's problems began in June of 2008, when they added more tenants exposing neighbors to additional noise, traffic congestion and decreased enjoyment of the neighboring owner's rights.



In order to accomplish this purpose, Steve Plimack and Joe Wascavage were purportedly admitted to the LLC as owners under the B.C.Z.R. boarding/rooming house definitions. Petitioner has offered evidence of past and present operating agreements of the LLC to support their contention that Messrs. Wascavage and Plimack are and have been properly admitted as members of the LLC who could lawfully reside in the building with two (2) or more unrelated tenants. This assertion is the linchpin of the argument that the LLC has a lawful conforming use of the subject property under the *Previous Legislation* up and until the effective date of the *New Legislation*. The Petitioner has the burden of proof in proffering evidence of compliance vis-à-vis the definition of an owner as set forth in B.C.Z.R. up and until the effective date of the *New Legislation*.

It is a well-established canon of zoning law that where the evidence conclusively establishes that a property owner before and at the time of the adoption of the original zoning ordinance (or last comprehensive zoning) was using the property in question in a lawful manner, the owner had established a nonconforming use. *Board of Zoning Appeals of Howard County v. Meyer*, 207 Md. 289, 114 A.2d 626 (1955). Likewise, should a Petitioner be found noncompliant as of the effective date of the *New Legislation* a non-conforming use may not be granted.

**II. Joe Wascavage and Steve Plimack were not properly admitted members of the LLC and could not be deemed owners under the plain meaning of Council Bill 17-09 on the effective date of the *New Legislation*.**

While a limited liability company may have an oral operating agreement as set forth in the Corporations and Associations Article of the Maryland Code, Section 4A-402, certain consents as set forth in Section 4A-404 must be in writing, unless set forth in the initial operating agreement. The Corporations and Associations Article, Section 4A-402, Subsection (B) Part (2) states that if the operating agreement does not provide for the method by which the operating



agreement may be amended, then all of the members must agree to any amendment of the operating agreement, Part (3) states that an amendment to an operating agreement must be signed by an authorized person if: (i) the amendment was adopted without the unanimous consent of members; or (ii) an interest in the limited liability company has been assigned to a person who has not been admitted as a member.

The Petitioner has presented evidence that on December 30, 2008, an Amended and Restated Operating Agreement was executed (the First Amendment), with the intent of vesting three (3) individuals with interests in the LLC (and, therefore the subject property) of greater than 25%. The First Amendment presented by the Petitioner defined the owners and interests on December 30, 2008 as follows: Stephen Vetter (37%), Brian Vetter (37%), and Steve Plimack (26%). *See* Petitioner's Exhibit G. However, in the absence of other documentation, testimony or direct proof that the corporate documentation of the LLC permitted an amendment or transfer of the membership interests without written authorization, it is a permissible inference that this First Amendment which consists of a cover page and membership chart was executed in contradiction of the Maryland Annotated Code, as set forth below, as there was no authorized signature nor written documentation of unanimous consent to the transfer of membership interests by Brian Vetter and Stephen Vetter to Steve Plimack.

Further, in the absence of the delineation of the manner by which membership rights of the LLC may be transferred, assigned or provided to new members of the LLC in the initial operating agreement, or in a properly executed amendment thereto, the admittance of new members must be documented in accordance with Maryland law. The Corporations and Associations Article Section 4A - 404, states in part that wherever this title requires the unanimous consent of members to allow the LLC to act; (1) the consent shall be in writing; and

(2) the operating agreement may provide that the action may be taken on consent of less than all of the members or that the consent of certain members or classes is not required to take the action. Likewise, Section 4A -- 601(B) (1) states that if new members acquire membership interests directly from the LLC, unanimous consent in writing is required. Assignment of membership interests are subject to the requirements of Corporations and Associations Article, Section 4A - 604, which also requires unanimous consent in writing by the members of a limited liability company. Whether Steve Plimack and Joe Wascavage were admitted, assigned or transferred ownership interests in the domicile of the owner, the LLC, it is clear that written authorization of existing members was required and was not evident on the First Amendment.

Petitioner's Exhibit J then evidences the transfer of 26% of the membership interests by and to Joe Wascavage from Brian Vetter, Stephen Vetter and Steve Plimack in an amendment to the operating agreement that was executed on May 14, 2009, that decreased Steve Plimack's purported ownership interests to 24% and added Joe Wascavage as a member to the LLC with a 26% ownership interest, (the Second Amendment).

While, the Second Amendment references the First Amendment, it may be argued that in the absence of a retroactivity clause, pursuant to Section 4A-601(b)(2) of the Corporations Article, the assignment to Steve Plimack of 26% of the ownership interest in the LLC was not effective until the unanimous consent of Brian Vetter and Stephen Vetter was evidenced in writing in May of 2009, which took effect approximately one month after the passage of the *New Legislation*. Further, while retroactivity clauses may be apropos in transactional and corporate law, it would be a slippery slope in zoning law to permit Petitioners to retroactively assist a party who is petitioning for a special hearing to obtain a declaratory judgment for a nonconforming use. Joe Wascavage's membership in the LLC did not occur until after the effective date of the

*New Legislation*. Therefore, the LLC was not using the subject property in a lawful manner at the time of the adoption of the *New Legislation*, a lawful nonconforming use has not been established and no impairment of vested rights, denial of due process or violation of the prohibition against ex post facto laws may be alleged. The facts clearly show that when the *New Legislation* became effective the subject property was a boarding house, rooming house in violation of the B.C.Z.R.

**III. Joe Wascavage and Steve Plimack did not meet the definition of owner as set forth in the regulations as there is no evidence that the members shared in the profits and losses of the LLC, whose sole income is the rent paid by tenants.**

Assuming arguendo, that the Second Amendment retroactively admitted Joe Wascavage as a member to the LLC with an ownership interest of 26% in accordance with the *Previous Legislation's* definitional section, the *Previous Legislation* defined "owner" as "a person . . . who has more than 25% legal or equitable interest in the property" **and** who shared in 25% of the profits or losses derived from the compensation paid to the owner. The Petitioner has not met its burden of proof by providing evidence of a sharing of profits or losses by and among those members other than Stephen Vetter, Brian Vetter and the LLC itself. While the *Previous Legislation* required that owners share in 25% of the profits **or** losses, I find that the Petitioner has provided evidence of neither. The Maryland Annotated Code requires at least a little evidence that Joe Wascavage and Steve Plimack have shared in both profits **and** losses of the LLC. The operating agreement of the LLC did not provide for a distribution by the members of profits or losses, and is therefore subject to the Corporations and Associations Article of the Maryland Annotated Code, Section 4A-503, Sharing of Profits, and losses; distributions, which requires and states in part:

"Except as otherwise provide for in the operating agreement:



- (1) the profits and losses of a limited liability company shall be allocated among the members in proportion to their respective capital interests.”

While this imposes a greater restriction on the LLC than is required by the *Previous Legislation*, it should be noted that B.C.Z.R. Section 600.1 provides for Interpretation and Validation of Provisions and states:

“In their interpretation and application, these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, convenience and general welfare. Where these regulations impose a greater restriction on the use of buildings or land or on the height of buildings, or require larger yards, courts or other open spaces, or impose other higher standards than are imposed by the provisions of any law, ordinance, regulation or private agreement, these regulations shall control. When greater restrictions are imposed by any law, ordinance, regulation or private agreement than are required by these regulations, such greater restrictions shall not be affected by these regulations.”

Further, in the Memorandum of Law submitted by the Petitioner, the Petitioner stated that the sole source of income for the LLC is the rent paid by persons residing at the subject property. (See Petitioner’s Exhibit 1). As such, proof of the distribution of profits and/or losses of the LLC must include evidence of the distribution of rent payments, including those made by Joe Wascavage and Steve Plimack. While it may be argued that Brian Vetter’s profits and losses are evidenced by and through the payment of debt incurred on the subject property, no evidence has been provided that the rent paid by Joe Wascavage and Steve Plimack constituted a profit by both parties nor have financial statements or state and federal tax returns for the owners been submitted to contradict this inference. It is my task to resolve conflicting evidence and to draw inferences based upon that evidence. *Board of Phys. Quality Assur. V. Banks*, 354 Md. 59 (1999) citing *Marzullo v. Kahl*, 366 Md. 158, 172 (2001). The facts support the contention by the community that Joe Wascavage and Steve Plimack’s status as owners is a contrivance. Based upon this information, the “rent roll” proffered into evidence by the Petitioner on March 9, 2010

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Date

4-2-10

By

193



(marked as Petitioner's Exhibit 3), clearly shows that prior to April 19, 2009, the effective date of Bill 17-09, the subject property was a boarding house, rooming house in violation of the B.C.Z.R. The rent roll shows that between June of 2008 to the present, three (3) or more adult persons not related by blood, marriage or adoption to the owner paid rent to reside in the domicile of the owner, the LLC.

**IV. Even if Petitioner could demonstrate that the LLC had a lawful non-conforming use on April 19, 2009, the Second Amendment of the LLC's operating agreement unlawfully expanded the use of the property and abandoned the prior lawful non-conforming use on March 14, 2009.**

A change from an approved non-conforming use to an unapproved nonconforming use can terminate the owner's rights. *See Prince George's County v. E. L. Gardner*, 47 Md. App. 471 (1981). Should Petitioner provide evidence that Steve Plimack was an owner on April 19, 2009 as defined under the B.C.Z.R., the Second Amendment to the LLC's operating agreement, which was executed on May 14, 2009, decreased Plimack's ownership interest in the LLC to 24% beneath the required threshold making him ineligible for ownership under the B.C.Z.R. Boarding/Rooming House definition. The transmogrification of a lawful use of the subject property from a rental property housing one (1) to two (2) owners with two (2) tenants, to a property with one (1) owner, Joe Wascavage and three tenants, Steve Plimack, Christian Pastrick, and Steve Catalano, an unlawful use, is in direct violation and contradiction of the legislative purpose of B.C.Z.R. Section 101.1. The rent roll evidences that the LLC abandoned any prior lawful non-conforming use in existence.

B.C.Z.R. Section 104.1, Continuation of nonconformance; exceptions states:

"A nonconforming use (as defined in Section 101 of the B.C.Z.R.) 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 resume the nonconforming use shall terminate."

The Petitioner submitted evidence that an additional owner, Joe Wascavage, was admitted to the LLC as an owner subsequent to the effective date of the *New Legislation* expanding the use of the subject property.

Petitioner may argue that the increase in owners and tenants is an intensification rather than an expansion of a prior lawful nonconforming use of the subject property, similar to the increased use of a sports stadium for baseball games or the increased height of junk stored in a junkyard lot. *See Feldstein v. LaVale Zoning Board*, 246 Md. 204 (1967); *Green, et al v. Garret, et al.* 192 Md. 52 (1949). Petitioner may argue that the use increase caused by the addition of another owner at the domicile is similar to an increase in the number of decommissioned trucks kept on property owned by a trucking company. *County Commissioners of Carroll County v. Zent*, 86 Md.App. 745 (1991). I find that the addition of another owner is not an increase in volume. It is an increase in the use of the land in direct contradiction of the fundamental legislative purpose of the Boarding or Rooming House definition, which limits the number of tenants in a dwelling that is not subject to boarding house, rooming house regulations to two plus the owner who are unrelated by blood, marriage or adoption.

Petitioner may argue that the addition of an owner does not stray from the original nature and character of the nonconforming use, as the nature and character of the use of the land was not substantially changed. *See Trip Associates, Inc. et al v. Mayor and City Council of Baltimore*, 392 Md. 563, 579 citing *Feldstein v. Lavale Zoning Board*, 246 Md. 204, 211 (1967). This would be incorrect as the LLC was never conforming, the Second Amendment was executed subsequent to the effective date of the *New Legislation*, Steve Plimack cannot be considered an owner under the *Previous Legislation* and Joe Wascavage cannot be defined as an owner under the *New Legislation*.

The facts clearly show that even if the LLC had a lawful nonconforming use on April 19, 2009, Steve Plimack's disqualification as an owner abandoned the nonconforming use rendering him an additional tenant in violation of the B.C.Z.R. This expansion of a lawful non-conforming use is tantamount to a change from the non-conforming use, which I contend never existed, terminating the LLC's right to the non-conforming use. The addition of another owner undermines the essential purpose of the law to limit the number of persons residing in a building in a D.R. zone. Numeric and volumetric increases such as the height of junk or the number of decommissioned vehicles on commercial properties are materially different than the increase in residential density without registration as a boarding house, rooming house. The addition of tenants and owners to the subject property increases traffic congestion and noise nuisances to the adjacent property owners adversely impacting their quality of life. The legislative purpose of B.C.Z.R. Section 101.1 was not to create an off campus dormitory wherein tenants could enjoy the same rights as owners, with different occupants moving in and out of the property on a quarterly basis. The law does not favor the use of a kind of a "creeping" process or a creative expansion of a pre-existing right to evade zoning regulations. *Phillips v. Zoning Commissioner or Howard County*, 225 Md. 102 (1961). This expansion has continued for a period of more than one year constitutes abandonment under the B.C.Z.R.

### Conclusion

Based upon the testimony and evidence presented, I am not persuaded to grant the requested relief. Between June of 2008 and May of 2009, Joe Wascavage, Steve Plimack, Justin Malena, Eric Davis and Brian Vetter resided at the property in violation of B.C.Z.R, Sections 101 - Definition of Boarding or Rooming House; 102.1 - Conformance with Regulations; and 408B - Boarding and Rooming Houses in D.R. Zones; and failure to register the property as a



rental in a D.R. Zone. In my judgment, the Petitioner has not satisfied the requirements of Section 101.1 of the B.C.Z.R. There is a substantial evidence on the record submitted by the Petitioner to support a conclusion that the LLC has disregarded corporate formalities, to an extent that the purported membership in the entity and ownership by the renters Joe Wascavage and Steve Plimack may be disregarded and any lawful nonconforming use of the property both expanded in contravention of the B.C.Z.R. and abandoned by 16 Skidmore Court, LLC as set forth above. The facts in this case address the number of persons living at the subject property who meet the definition of an owner under the boarding house, rooming house regulations of the B.C.Z.R. prior to the passage of the *New Legislation*, and the definition of an owner under the *New Legislation* subsequent to abandonment and expansion of the non-conforming use. Strict compliance with the prior legislation would not impose a practical difficulty on the Petitioner in that a reasonable use of the land would be permitted, and relief can not be granted to the Petitioner without a detrimental impact to adjacent properties and community.

Testimony and evidence by neighboring property owners supports a finding that the Petitioner's continued use of the subject property in contradiction of the B.C.Z.R. is detrimental to the health, safety and general welfare of the locale involved, creates congestion in the roads, therein through the use of the subject property by an improper number of renters, overcrowds the land and causes an undue concentration of population in a D.R. zone, and is inconsistent with the subject property's zoning classification and the spirit and intent of the zoning regulations.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons set forth above, the existing dwelling use shall be denied.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this

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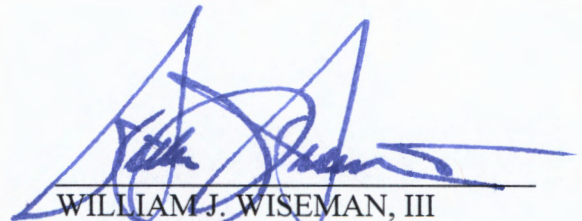
day of April 2010, that pursuant to the Petition for Special Hearing,



requesting approval of the subject dwelling as a legal nonconforming "boarding or rooming house" at the property known as 16 Skidmore Court, be and is hereby DENIED.

IT IS FURTHER ORDERED that the Petitioner shall cease the use of the property for the purposes of a boarding or rooming house within four (4) months of the date of this Order and return its use to that of a single-family dwelling thereafter. 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 reasonable access to the building to ensure compliance.

Any appeal of this decision must be taken in accordance with Section 32-3-401 of the Baltimore County Code.



WILLIAM J. WISEMAN, III  
Zoning Commissioner  
for Baltimore County

WJW:dlw

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By DJ



**BALTIMORE COUNTY**  
M A R Y L A N D

JAMES T. SMITH, JR.  
County Executive

April 2, 2010

WILLIAM J. WISEMAN III  
Zoning Commissioner

Edward J. Gilliss, Esquire  
Royston, Mueller, McLean & Reid, LLP  
102 West Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204

**RE: PETITION FOR SPECIAL HEARING**  
NE/S Skidmore Court, 335' NE of c/line Radcliff Road  
**(16 Skidmore Court)**  
9<sup>th</sup> Election District - 5<sup>th</sup> Council District  
16 Skidmore Court, LLC - Petitioner  
**Case No. 2010-0133-SPH**

Dear Mr. Gilliss:

Enclosed please find a copy of the decision rendered in the above-captioned matter.

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

Very truly yours,

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

WILLIAM J. WISEMAN, III  
Zoning Commissioner  
for Baltimore County

WJW:dlw  
Enclosure

c: Stephen G. Vetter, 1749 Broadlee Trail, Annapolis, MD 21401  
Emily K. Lashley, Esquire, 21 Skidmore Court, Towson, MD 21204  
Edward T. Kilcullen, Jr., President, The Greater Towson Council of Community  
Associations, Inc. (GTCCA), 100 Maryland Avenue, Towson, MD 21286  
Andrea C. Dodge, 18 Skidmore Court, Towson, MD 21204  
Nancy E. Pivec, President, Towson Park Community Association, 934 Radcliffe Road,  
Towson, MD 21204

Edward J. Gilliss, Esquire  
April 2, 2010  
Page 2

Ellis Rios Winter, 9 Wilfred Court, Towson, MD 21204  
Ruth M. Adams, 936 Radcliffe Road, Towson, MD 21204  
Richard Parsons, GTCCA, 412 Woodbine Avenue, Towson, MD 21204  
Dorothy M. Mandell, 18 Skidmore Court, Towson, MD 21204  
Sister Michele Kriczky, 9 Skidmore Court, Towson, MD 21204  
Sister Evelyn Grudza, 9 Skidmore Court, Towson, MD 21204  
Susan Shankroff, 10 Winthrop Court, Towson, MD 21204  
Cynthia Sommer, 200 Gaywood Road, Baltimore, MD 21212  
James Cox, 65 East Burke Avenue, Towson, MD 21286  
Mary-Louise Stenchly, 63 Aigburth Avenue, Towson, MD 21286  
Paul S. Hartman, Aigburth Manor Association, Inc., 18 1/2 Cedar Avenue, Baltimore, MD 21286  
Fay Citerone, Knollwood-Donnybrook Improvement Association, 909 Rappaix Court,  
Towson, MD 21286  
Peggy Squitieri, Ruxton Riderwood Lake Roland Area Improvement Association (RRLRAIA),  
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Susan Vaupe, 900 Fairway Drive, Towson, MD 21286  
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Abass Dabirsiaghi, 10 Skidmore Court, Towson, MD 21204  
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Towson, MD 21286  
Helen Keplinger, 1 East Burke Avenue, Towson, MD 21286  
Michael Ertel, Vice President, GTCCA & President, West Towson Neighborhood Association,  
505 West Joppa Road, Towson, MD 21204  
John Maranto, President, The Yorkleigh Community Association, 7308 Yorktowne Drive,  
Towson, MD 21204  
Howard M. Taylor, 8 Maryland Avenue, Towson, MD 21286  
Janice Solomon, 10856 Green Mountain Circle, Columbia, MD 21044  
People's Counsel; Mike Mohler, DPDM; File

In the Matter of  
16 Skidmore Court LLC  
Re: 16 Skidmore Court  
Towson, MD 21204

\* Before the Hearing Officer  
\* Civil Citation No. FAO149449 /  
CO0066495  
\*  
\* Special Hearing  
\* Matter No. 0210-0133-SPH

\* \* \* \* \*

### **MEMORANDUM OF LAW**

16 Skidmore Court LLC, Petitioner, by its undersigned counsel, pursuant to Maryland Rules of Procedure, submits this Memorandum of Law in advance of the Special Hearing.

#### **Introduction**

This proceeding concerns the Baltimore County rowhouse located at 16 Skidmore Court, Towson, Maryland 21204 (the "Property").

Prior to June 2005, the Property was owned by Janenne J. Corcoran. Attached as **Exhibit "A"** is a copy of the State Department of Assessments and Taxation's Real Property Data Sheet. On or about June 16, 2005, Stephen Vetter and his son, Brian Vetter (the "Vetters"), purchased the Property from Ms. Corcoran for \$225,000.00. Attached as **Exhibit "B"** is a copy of the Deed evidencing the transfer of the Property to the Vetters. The Vetters purchased the Property as a place for Brian Vetter to reside during his college years at Towson University. Stephen Vetter participated in the purchase of the property because there was insufficient on-campus housing and a Towson University athletic department representative suggested that Stephen Vetter purchase a property in the neighborhood where his son Brian could reside and where additional tenants could assist in satisfying the mortgage obligation.

The Vetters purchased the Property in June 2005 without knowing of Baltimore County's boarding house/rooming house regulations.

Baltimore County defines a boarding house or rooming house in Section 101.1 of the Baltimore County Zoning Regulations. There, the definition is two-pronged, with one definition



addressing a resident owner and the other prong describing a boarding house where the owner does not reside. Specifically, Section 101.1 defines a boarding or rooming house as follows:

A. A building:

1. Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more individuals who are 18 years old or older and not related by blood, marriage or adoption to the owner; or

2. Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more individuals who are 18 years old or older and not related to each other by blood, marriage or adoption.

The Property was first subject to a Code Enforcement proceeding as a result of a March 22, 2007 citation. On April 11, 2007, at a proceeding before Code Enforcement Hearing Officer Raymond S. Wisnom, Jr., evidence was presented that the owner and three unrelated college students occupied the property. Mr. Wisnom found the owner in violation and ordered the owner to "reduce the number of unrelated tenants to 2 on or before July 1, 2007."

In fact, certain of the tenants did vacate the premises at the end of the school term and the Property became compliant.

Thereafter, in order to afford an opportunity for the Property to continue to be used by the Vettters as a place for Brian Vetter to reside during his college experience at Towson University and to create lawful means for others to reside there in order to assist in meeting the mortgage obligation, 16 Skidmore Court LLC (the "LLC") was created and ownership of the Property was transferred from the Vettters to the LLC, effective September 21, 2007. A copy of the Deed transferring ownership of the Property to the LLC is attached as **Exhibit "C"**.

It is important to note that, at the time the LLC was created (September 11, 2007 – *see Exhibit "D"*) and the Property transferred, the Baltimore County Zoning Regulations defined an

“owner” for purposes of boarding house or rooming house law as: “a person who. . .has more than a 25% legal or equitable interest in the property.” See **Exhibit “E.”**

On November 25, 2008 another Code Enforcement citation was issued with respect to the Property, alleging a violation of boarding house/rooming house law. Following a December 9, 2008 hearing before Officer Rick Wisnom (who retired on December 24, 2008), Baltimore County Hearing Officer, Donald Brand, on February 4, 2009, dismissed charges, finding that there were “not three or more persons not related by blood, marriage or adoption to the owner residing at the Property.” See **Exhibit “F.”**

On December 30, 2008, an Amended and Restated Operating Agreement was executed by the LLC’s members, evidencing three individuals possessing an ownership interest in the LLC (and, therefore, the Property) greater than 25%. Those owners and their interests on December 30, 2008 were as follows: Stephen Vetter (37%), Brian Vetter (37%) and Steve Plimack (26%). A copy of Exhibit A of the LLC’s Amended and Restated Operating Agreement (evidencing the membership percentages), dated December 30, 2008, is attached as **Exhibit “G.”**

On or about March 2, 2009 (effective April 19, 2009), the County Council passed Bill No. 17-2009, which amended the definition of “owner” for boarding or rooming house purposes so that, as of April 19, 2009, an “owner” is defined as: “an individual who. . . has more than a 50% legal or equitable interest in the property.” See **Exhibit “H.”**

Thereafter, on or about August 18, 2009, Baltimore County again issued a citation with respect to the Property (Case No. FAO149449 /CO0066495), alleging that the LLC violates the boarding house/rooming house law. See **Exhibit “I.”**

On or about August 18, 2009 and through the citation period ending September 2, 2009, the Property had three residents: Steve Plimack, Joe Wascavage and Steve Catalano. At that time, Mr. Plimack and Mr. Wascavage were (and still are, as of the date of this Memorandum)

each 26% interest holders in the LLC. A copy of an Amendment to the LLC's Operating Agreement dated May 14, 2009 is attached as **Exhibit "J."** On September 7, 2009, a fourth unrelated individual, Christian Pastrick, moved into, and currently resides at, the Property. At the end of 2009, Mr. Catalano graduated and moved away. Presently, Messrs. Plimack, Wascavage and Pastrick reside at 16 Skidmore Court. Messrs. Plimack and Wascavage are both "owners" pursuant to the law which was in effect when the LLC was created.

This Special Hearing was scheduled in an effort to establish that the LLC is a valid, non-conforming use, having been created consistent with the prior law, and, hence, that Baltimore County Council Bill No. 17-09 does not preclude the 26% LLC owners and up-to-date unrelated tenants from lawfully occupying the Property. Such a situation is fully compliant with BCZR § 101.1(A)(1).

#### **Issue**

To confirm that Baltimore County Council Bill No. 17-09 (the "New Legislation"), which changed the definition of a boarding house (effective April 19, 2009), applies "prospectively" such that 16 Skidmore Court, LLC, a limited liability company organized and operating prior to the effective date of the New Legislation (and which became the legal owner of the Property prior to the effective date of the New Legislation), may continue to own, operate and manage the Property as a lawful nonconforming use.

#### **Argument**

In *WSSC v. Riverdale Heights Fire Co.*,<sup>1</sup> the Court of Appeals validated four principles of Maryland law with respect to the application of new legislation: "(1) statutes are presumed to operate prospectively unless a contrary intent appears; (2) a statute governing procedure or remedy will be applied to cases pending in court when the statute becomes effective; (3) a statute

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<sup>1</sup> 308 Md. 556, 520 A.2d 1319, (1987).



will be given retroactive effect if that is the legislative intent; but (4) even if intended to apply retroactively, a statute will not be given that effect if it would impair vested rights, deny due process, or violate the prohibition against *ex post facto* laws.”<sup>2</sup>

The Court of Appeals in *Allstate Insurance Company v. Kim*<sup>3</sup> set forth a two-pronged analysis to determine whether a statute may be retroactively applied to events that occurred prior to the statute’s effective date. The general rule is that “statutes are presumed to operate prospectively” unless there is clear legislative intent to the contrary.<sup>4</sup>

There is an exception to the general rule that statutes are presumed to operate prospectively. In *Layton v. Howard County Board of Appeals, et al.*,<sup>5</sup> the Court of Appeals, in reaffirming *Yorkdale Corporation v. Powell*,<sup>6</sup> held that, with respect to zoning and land use cases, “a substantive change in statutory law that takes place during the course of litigation of a land use or zoning issue shall be retrospectively applied by appellate courts.”<sup>7</sup> Although the case at bar is a land-use/zoning case, *Layton* and *Yorkdale* are distinguishable in that the New Legislation was not enacted “during the course of litigation” or pending some sort of administrative appeal with respect to the Property. Therefore, the general rule of prospective statutory application must still apply to the Property, inasmuch as the LLC was organized prior to the effective date of the New Legislation, became the owner of the Property prior to the effective date, and the case at bar is not an example of a zoning law that was amended during the time period between an administrative action or decision and subsequent appellate review.

If the trier of fact concludes that a legislative body intended for a particular statute to have retroactive effect, the second step in the analysis is to determine “whether such effect would

<sup>2</sup> *Allstate Insurance Company v. Kim*, 376 Md. 276, 289, 829 A.2d 611, 618 (2003).

<sup>3</sup> 376 Md. 276, 829 A.2d 611 (2003).

<sup>4</sup> *Id.* at 289, citing *WSSC v. Riverdale Heights Fire Co.*, *supra*.

<sup>5</sup> 399 Md. 36, 922 A.2d 576 (2007).

<sup>6</sup> 237 Md. 121, 205 A.2d 269 (1964).

<sup>7</sup> *Id.* at 596.



contravene some Constitutional right or provision”<sup>8</sup> or, with respect to Article 24 of the Maryland Declaration of Rights and Article II, §40 of the Maryland Constitution, whether it “abrogates or impairs ‘vested rights’.”<sup>9</sup>

### *Legislative Intent*

To determine legislative intent, courts will first look to “the plain meaning of the statutory language.”<sup>10</sup> Where a statute is clear on its face that it is to be applied retroactively, the analysis moves to the second “prong” of the two-prong test – whether the statute is constitutional.<sup>11</sup> However, if legislative intent cannot be determined from the statutory language alone, the Court will look to legislative history or other sources.<sup>12</sup> In the case at bar, there is no statutory language or other evidence that the Baltimore County Council intended for the New Legislation to be applied retroactively. For example, there is no provision for an amortization period of time for a valid entity to become compliant with the new law.

### *Constitutional Issues*

However, assuming, *arguendo*, that the trier of fact finds that the Baltimore County Council intended for the New Legislation to apply retroactively (or that the *Layton/Yorkdale* exception to the general rule is somehow applicable), the New Legislation would still have to pass constitutional muster in order for it to be applied to the LLC and the Property. With respect to the LLC and the Property, there are primarily two constitutional issues that come into play.

### Contract Impairment

Article I, Section 10 of the United States Constitution declares that no state shall pass any law impairing the obligation of contracts. “In determining whether an enactment violates the

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<sup>8</sup> *Allstate, supra*, at 290.

<sup>9</sup> *Id.* at 296.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

[Contracts Clause], a court engages in a three part inquiry: whether there is a contractual relationship, whether a change in law impairs that contractual relationship, and whether the impairment is substantial.”<sup>13</sup>

In the case at bar, the members of the LLC entered into an Operating Agreement on December 30, 2008. Retroactive application of the New Legislation would frustrate the purpose of the Operating Agreement setting forth the LLC’s membership interests among its three members.

The Property is and has been in compliance with the Baltimore County Zoning Regulations. Up to and until April 19, 2009, the effective date of the New Legislation, the Property was in compliance by virtue of having no more than two individuals who are not related to an owner residing at the Property. Since the effective date of the New Legislation, the Property is in compliance because it is a valid non-conforming use. Any other conclusion would cause a consequence that can only be described as a substantial impairment of a contractual relationship.

#### Taking Without Just Compensation or Due Process of Law

Another constitutional argument is that the New Legislation impairs the vested property rights of the members of the LLC and application would deprive them of property without due process of law. The Fifth Amendment to the United States Constitution prohibits the taking of private property for public use without just compensation. Article III, §40 of the Maryland Constitution states that “[t]he General Assembly shall enact no Law authorizing private property, to be taken for public use, without just compensation...”

The LLC owned and operated the Property prior to the effective date of the New Legislation and even prior to the date the New Legislation was drafted (March 2, 2009). The

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<sup>13</sup> *Allstate, supra*, at 299.

LLC's sole source of income is rent collected from the occupants of the Property. The New Legislation, were it to be applied retroactively to the Property, would reduce the maximum number of permitted occupants,<sup>14</sup> thus reducing the LLC's income potential by approximately twenty-five percent. Such a reduction in income potential amounts to a "taking" of private property for which no compensation has been provided by Baltimore County.

### *Nonconforming Use*

Because "[e]very zoning regulation...effects some curtailment of 'vested' rights..."<sup>15</sup> it is necessary to view the aforementioned constitutional issues in the context of zoning law. In the early stages of the development of zoning law, "most, if not all, zoning ordinances provided that lawful uses existing on the effective date of the law could continue although such uses could not thereafter be begun."<sup>16</sup> These so-called "nonconforming uses" are defined as "uses permitted by zoning statutes or ordinances to continue notwithstanding that similar uses are not permitted in the area in which they are located."<sup>17</sup>

In *Shifflett et al. v. Baltimore County*,<sup>18</sup> the Court of Appeals held a Baltimore County Council ordinance eliminating all existing junk yards within two years to be constitutional. The Court reasoned that, "[b]ecause every zoning regulation affects property owned by someone at the time of its enactment, it brings about some curtailment of property rights either by restricting prospective uses or prohibiting existing ones."<sup>19</sup> The Court went on to say that the junkyard's owner had "no right to expect that the classification of the property in which it operated would

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<sup>14</sup> Due to the fact that two "owners" and two "non-owners" could lawfully reside in the Property prior to the effective date of the New Legislation. If the New Legislation is deemed to apply to the Property, there can be, by definition, only one "owner" and therefore only two additional "non-owners" could reside at the Property, unless related to the "owner."

<sup>15</sup> *Grant v. Mayor and City Council of Baltimore*, 212 Md. 301, 315, 129 A.2d 363, 370 (1957).

<sup>16</sup> *Id.* at 307.

<sup>17</sup> *Maryland Law Encyclopedia*, §32, pp. 457-458 (2000).

<sup>18</sup> 247 Md. 151, 230 A.2d 310 (1967).

<sup>19</sup> *Id.* at 311.



remain unchanged indefinitely.”<sup>20</sup> However, the Court of Appeals in *Shifflett* based its holding that the ordinance eliminating junkyards was constitutional largely on the fact that existing junkyards were given a two-year grace period to operate as lawful nonconforming uses.

Similarly, in *Grant v. Mayor and City Council of Baltimore*,<sup>21</sup> the Court of Appeals held constitutional a Baltimore City zoning ordinance providing for removal of billboards from residential areas after a five-year grace period. The *Grant* court reasoned that the constitutionality of the elimination of a nonconforming use “depends on overall reasonableness and on the importance of the public gain in relation to the private loss.”<sup>22</sup> In its holding, the *Grant* court declared: “We think that in requiring billboards to leave residential areas after a tolerance period of five years, the City Council has not overstepped the line that divides the reasonable and constitutional from the arbitrary and invalid.”<sup>23</sup> In so holding, the *Grant* court stated that, while it “generally is held that it is unreasonable to require immediate cessation of nonconforming uses otherwise lawful...many legislative bodies have come to the technique of statutes or ordinances that call for the cessation of the extraneous use after a tolerance or amortization period, varying in length with the nature of the use...from one year to sixty years.”<sup>24</sup>

In contrast to *Shifflett* and *Grant*, the New Legislation (if applied retroactively) contains no amortization provision. The New Legislation is intended to have prospective application.

### Conclusion

The New Legislation must be viewed to be applied prospectively with respect to the LLC and the Property. There is a general presumption that favors the prospective application of a

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<sup>20</sup> *Id.*

<sup>21</sup> 212 Md. 301, 129 A.2d 363 (1957).

<sup>22</sup> *Id.* at 315.

<sup>23</sup> *Id.* at 316.

<sup>24</sup> *Id.* at 308.



statute and there is no statutory language or other evidence to rebut the presumption of prospective application of the New Legislation. Further, any attempted retroactive application of the New Legislation to the Property violates the United States Constitution, the Maryland Constitution and the Maryland Declaration of Rights. Accordingly, the LLC must be allowed to continue to operate and manage the Property as a lawful nonconforming use because the New Legislation does not contain any amortization period that might alleviate the aforementioned constitutional concerns.



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Edward J. Gilliss  
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(410) 823-1800  
*Counsel for 16 Skidmore Court, LLC, Respondent*

ROYSTON, MUELLER  
MCLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND  
21204-4575  
410-823-1800



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

[Go Back](#)  
[View Map](#)  
[New Search](#)

**Account Identifier:** District - 09 **Account Number -** 0902575090

**Owner Information**

**Owner Name:** 16 SKIDMORE COURT LLC **Use:** RESIDENTIAL  
**Principal Residence:** NO  
**Mailing Address:** 1749 BROADLEE TRL **Deed Reference:** 1) /27528/ 500  
 ANNAPOLIS MD 21401-6603 2)

**Location & Structure Information**

**Premises Address**  
 16 SKIDMORE CT

**Legal Description**

16 SKIDMORE CT NS  
 TOWSON PARK

| Map | Grid | Parcel | Sub District | Subdivision | Section | Block | Lot | Assessment Area | Plat No:          |
|-----|------|--------|--------------|-------------|---------|-------|-----|-----------------|-------------------|
| 70  | 2    | 796    |              |             |         | 4     | 14  | 2               | Plat Ref: 19/ 110 |

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

| Primary Structure Built | Enclosed Area | Property Land Area | County Use |
|-------------------------|---------------|--------------------|------------|
| 1955                    | 1,320 SF      | 5,760.00 SF        | 04         |
| Stories                 | Basement      | Type               | Exterior   |
| 2                       | YES           | END UNIT           | BRICK      |

**Value Information**

|                    | Base Value     | Value As Of    | Phase-in Assessments As Of | Phase-in Assessments As Of |
|--------------------|----------------|----------------|----------------------------|----------------------------|
|                    |                | 01/01/2008     | 07/01/2009                 | 07/01/2010                 |
| Land               | 44,000         | 80,000         |                            |                            |
| Improvements:      | 102,360        | 150,190        |                            |                            |
| <b>Total:</b>      | <b>146,360</b> | <b>230,190</b> | <b>202,246</b>             | <b>230,190</b>             |
| Preferential Land: | 0              | 0              | 0                          | 0                          |

**Transfer Information**

|                                   |                           |                         |
|-----------------------------------|---------------------------|-------------------------|
| <b>Seller:</b> VETTER STEPHEN     | <b>Date:</b> 12/30/2008   | <b>Price:</b> \$0       |
| <b>Type:</b> NOT ARMS-LENGTH      | <b>Deed1:</b> /27528/ 500 | <b>Deed2:</b>           |
| <b>Seller:</b> CORCORAN JANENNE J | <b>Date:</b> 06/24/2005   | <b>Price:</b> \$225,000 |
| <b>Type:</b> NOT ARMS-LENGTH      | <b>Deed1:</b> /22109/ 361 | <b>Deed2:</b>           |
| <b>Seller:</b> LEMIEUX ALBERT     | <b>Date:</b> 09/28/1993   | <b>Price:</b> \$105,500 |
| <b>Type:</b> IMPROVED ARMS-LENGTH | <b>Deed1:</b> /10037/ 23  | <b>Deed2:</b>           |

**Exemption Information**

| Partial Exempt Assessments | Class | 07/01/2009 | 07/01/2010 |
|----------------------------|-------|------------|------------|
| County                     | 000   | 0          | 0          |
| State                      | 000   | 0          | 0          |
| Municipal                  | 000   | 0          | 0          |

**Tax Exempt:** NO  
**Exempt Class:**

**Special Tax Recapture:**  
 \* NONE \*

**EXHIBIT "A"**

This Deed, made this 16 day of June, 2005, by and between Janenne J. Corcoran, party of the first part, Grantor; and Stephen Vetter and Brian Vetter, Father and Son, parties of the second part, Grantees.

- Witnesseth -

That for and in consideration of the sum of Two Hundred Twenty Five Thousand And 00/100 Dollars (\$225,000.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Stephen Vetter and Brian Vetter, as joint tenants, and not as tenants-in-common, the survivor, and the Personal Representatives heirs and assigns of the survivor, in fee simple, all that lot of ground situate in Baltimore County, Maryland and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 14, Block 4, as shown on the Subdivision Plan of Towson Park, which Plat is recorded among the Land Records of Baltimore County in Plat Book GLB No. 19, folio 110. The improvements thereon being known as No. 16 Skidmore Court.

BEING the same property which by Deed dated August 4, 1993 and recorded among the Land Records of Baltimore County in Liber SM. No. 10037, Page 023, etc., was granted and conveyed by Albert Lemieux and Cynthia Lemieux, et al. unto Janenne J. Corcoran, in fee simple.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract 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 Stephen Vetter and Brian Vetter, as joint tenants, and not as tenants-in-common, the survivor, and the Personal Representatives heirs and assigns of the survivor, in fee simple.

And the said party of the first part hereby covenants 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 hereby granted; and that she will execute such further assurances of the same as may be requisite.

Grantor(s) hereby declare and affirm under the penalties of perjury that Grantor(s) is/are a Maryland resident(s)/entity and therefore exempt from the income tax withholding requirements of Section 10-912 of the Tax-General Article, annotated Code of Maryland.

As Witness the hand and seal of said Grantor, the day and year first above written.

WITNESS:

[Signature]

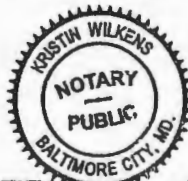
Janenne J. Corcoran (Seal)  
Janenne J. Corcoran



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I hereby certify that on this 16th day of June, 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Janenne J. Corcoran, the Grantor herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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



[Signature]  
Notary Public

My commission expires: 1/1/08

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]  
James D. O'Connor, Attorney

AFTER RECORDING, PLEASE RETURN TO:  
Mid-Atlantic Title Company  
100 West Road  
Suite 215  
Towson, MD 21204

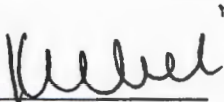
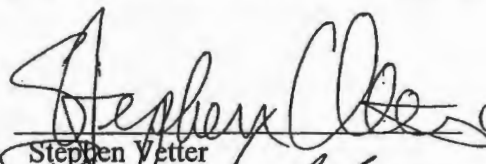


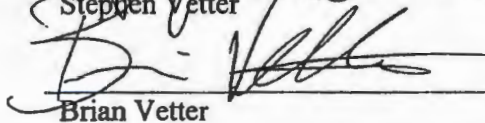
OWNER OCCUPANCY AFFIDAVIT

Stephen Vetter and Brian Vetter, the Grantees in the within Deed hereby certify under the penalties of perjury, as evidenced by the joinder herein, that the land conveyed in this Deed is residentially improved owner-occupied real property and that the residence will be occupied by Brian Vetter.

WITNESS:

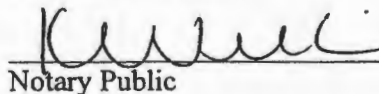
As to All


 (SEAL)

 (SEAL)
STATE OF MARYLAND, Baltimore, to wit:

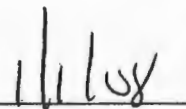
I HEREBY CERTIFY, that on this 16th day of June, 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Stephen Vetter and Brian Vetter, the parties herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing to be their act, and in my presence signed and sealed the same.

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



Notary Public

My Commission Expires:






002 09 364

|               |              |
|---------------|--------------|
| FD SURE \$    | 20.00        |
| RECORDING FEE | 20.00        |
| TR TAX STATE  | 1,125.00     |
| TOTAL         | 1,165.00     |
| Pres # BAB4   | Rcpt # 82823 |
| SN JLF        | Blk # 4482   |
| Jun 24, 2005  | 02:24 PM     |

BALTIMORE COUNTY DEPARTMENT OF LAND RECORDS (Land Records) [MSA CE 62-21964] SM 22109  
of 07/01/2005  
6/23/2005

05-M-8539JOC



PLEASE RETURN TO:  
Robert S. Handzo  
Royston, Mueller, McLean & Reid, LLP  
102 West Pennsylvania Avenue  
Towson, Maryland 21204  
File No. 31146-2

No Consideration  
No Title Examination  
TAX ID NUMBER: 09-02-575090

Deed converting a real estate enterprise to a limited liability company

THIS DEED, made this 21<sup>ST</sup> day of Sept., 2007, by and between Stephen Vetter and Brian Vetter ("Grantors"), and 16 Skidmore Court LLC, a Maryland limited liability company ("Grantee").

This transaction is exempt from all transfer and recordation tax pursuant to Section 12-108(bb) of the Tax Property Article of the Annotated Code of Maryland in that:

- (1) The transfer is for no consideration other than the issuance of membership interests in the Grantee;
- (2) The members of the Grantee are identical to the Grantor;
- (3) Each member's allocation of profits and losses of the Grantee is identical to that member's allocation of the profits and losses of the conveying Grantors; and
- (4) All real property owned by the individual Grantors and used in the conduct of any real estate enterprise is being conveyed to a single limited liability company, Grantee.

WITNESSETH, that pursuant to the above, the Grantors do hereby grant and convey unto the said Grantee, its successors and assigns, all that lot of ground situate, lying and being in Baltimore County, State of Maryland, and described as follows, that is to say:

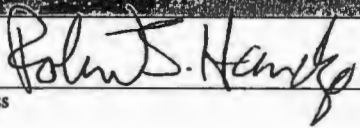
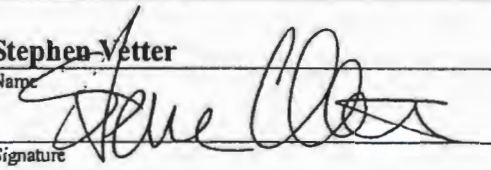
**Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate  
Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

| 1. Transferor Information |                |
|---------------------------|----------------|
| Name of Transferor        | Stephen Vetter |

| 2. Reason for Exemption    |                                                                                                                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resident Status</b>     | <input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland.<br><input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. |
| <b>Principal Residence</b> | <input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.                                                                                                                                                          |

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

| 3a. Individual Transferors                                                                     |                                                                                                                             |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <br>Witness | Stephen Vetter<br>Name<br><br>Signature |
| 3b. Entity Transferors                                                                         |                                                                                                                             |
| Witness/Attest                                                                                 | Name of Entity<br><br><br><br><br><br>By:<br><br>Name<br><br>Title                                                          |



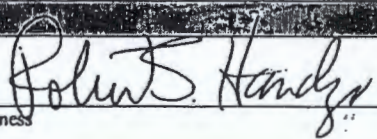
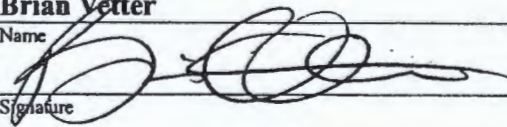
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| 1. Transferor Information |                     |
|---------------------------|---------------------|
| Name of Transferor        | <b>Brian Vetter</b> |

| 2. Reason for Exemption    |                                                                                                                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resident Status</b>     | <input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland.<br><input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. |
| <b>Principal Residence</b> | <input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.                                                                                                                                                          |

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

| 3a. Individual Transferors                                                                     |                                                                                                                                  |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <br>Witness | <b>Brian Vetter</b><br>Name<br><br>Signature |
| 3b. Entity Transferors                                                                         |                                                                                                                                  |
| Witness/Attest<br><br><br><br><br>                                                             | Name of Entity<br><br><br><br>By:<br><br>Name<br><br>Title                                                                       |



| State of Maryland Land Instrument Intake Sheet<br>BALTIMORE COUNTY                                                                                                                                  |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------|------------|-------------------------------------------|-----------------------------|--------------------------------------------------------------|--------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------|-----------|----------------------------------------------------|----------------------------------------------------|------------------------------------------|-----|-----------------------------------------------------------------------|----|-----------------------|------------|---------------------|-----------|-------------------------------------------------------------|--|---------------------|----|-------------------------------|--|-------------------------------------------------|----|------------------|--|-------|--|-------------------|--|--|--|--|--|--------------------------------------------|--|--|--|--|--|-------------------------|--|--|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|---------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|----------------------------------------------------|--|--|--|--|--|
| Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only.<br>(Type or Print in Black Ink Only—All Copies Must Be Legible) |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>1</b>                                                                                                                                                                                            | <b>Type(s) of Instruments</b>                                                                                                                                                                                              | <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other<br><input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Modification<br><input type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts<br><input type="checkbox"/> Arms-Length[1] <input type="checkbox"/> Arms-Length[2] <input type="checkbox"/> Arms-Length[3]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>2</b>                                                                                                                                                                                            | <b>Conveyance Type</b>                                                                                                                                                                                                     | <input type="checkbox"/> Not an Arms-Length Sale<br><input type="checkbox"/> Length Sale[9]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>3</b>                                                                                                                                                                                            | <b>Tax Exemptions (if Applicable) Cite Or Explain Authority</b>                                                                                                                                                            | Section 12-108(bb) of the Tax Property Article<br>State Transfer<br>County Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>4</b>                                                                                                                                                                                            | <b>Consideration And Tax Calculation</b>                                                                                                                                                                                   | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Consideration Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> <tr> <td>Purchase Price/Consideration</td> <td>\$0</td> <td colspan="2">Transfer and Recordation Tax Consideration</td> </tr> <tr> <td>Any New Mortgage</td> <td></td> <td colspan="2">Transfer Tax Consideration</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td colspan="2">Less Exemption Amount</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td colspan="2">Total Transfer Tax</td> </tr> <tr> <td>Other</td> <td>\$</td> <td colspan="2">Recordation Tax Consideration</td> </tr> <tr> <td>Full Cash Value</td> <td>\$</td> <td colspan="2">X( ) per \$500 =</td> </tr> <tr> <td></td> <td></td> <td colspan="2">TOTAL DUE</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                       |            | Consideration Amount                      |                             | Finance Office Use Only                                      |        | Purchase Price/Consideration                              | \$0                                                       | Transfer and Recordation Tax Consideration    |           | Any New Mortgage                                   |                                                    | Transfer Tax Consideration               |     | Balance of Existing Mortgage                                          | \$ | Less Exemption Amount |            | Other:              | \$        | Total Transfer Tax                                          |  | Other               | \$ | Recordation Tax Consideration |  | Full Cash Value                                 | \$ | X( ) per \$500 = |  |       |  | TOTAL DUE         |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Consideration Amount                                                                                                                                                                                |                                                                                                                                                                                                                            | Finance Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Purchase Price/Consideration                                                                                                                                                                        | \$0                                                                                                                                                                                                                        | Transfer and Recordation Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Any New Mortgage                                                                                                                                                                                    |                                                                                                                                                                                                                            | Transfer Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Balance of Existing Mortgage                                                                                                                                                                        | \$                                                                                                                                                                                                                         | Less Exemption Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other:                                                                                                                                                                                              | \$                                                                                                                                                                                                                         | Total Transfer Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other                                                                                                                                                                                               | \$                                                                                                                                                                                                                         | Recordation Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Full Cash Value                                                                                                                                                                                     | \$                                                                                                                                                                                                                         | X( ) per \$500 =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     |                                                                                                                                                                                                                            | TOTAL DUE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>5</b>                                                                                                                                                                                            | <b>Fees</b>                                                                                                                                                                                                                | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Amount of Fees</th> <th>Doc. 1</th> <th>Doc. 2</th> <th>Agent:</th> </tr> <tr> <td>Recording Charge</td> <td>\$20.00</td> <td>\$</td> <td></td> </tr> <tr> <td>Surcharge</td> <td>\$20.00</td> <td>\$</td> <td></td> </tr> <tr> <td>State Recordation Tax</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>State Transfer Tax</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>County Transfer Tax</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td>\$</td> <td></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                       |            | Amount of Fees                            | Doc. 1                      | Doc. 2                                                       | Agent: | Recording Charge                                          | \$20.00                                                   | \$                                            |           | Surcharge                                          | \$20.00                                            | \$                                       |     | State Recordation Tax                                                 |    | \$                    |            | State Transfer Tax  |           | \$                                                          |  | County Transfer Tax |    | \$                            |  | Other                                           |    | \$               |  | Other |  | \$                |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Amount of Fees                                                                                                                                                                                      | Doc. 1                                                                                                                                                                                                                     | Doc. 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Agent:         |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Recording Charge                                                                                                                                                                                    | \$20.00                                                                                                                                                                                                                    | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Surcharge                                                                                                                                                                                           | \$20.00                                                                                                                                                                                                                    | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| State Recordation Tax                                                                                                                                                                               |                                                                                                                                                                                                                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| State Transfer Tax                                                                                                                                                                                  |                                                                                                                                                                                                                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| County Transfer Tax                                                                                                                                                                                 |                                                                                                                                                                                                                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other                                                                                                                                                                                               |                                                                                                                                                                                                                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other                                                                                                                                                                                               |                                                                                                                                                                                                                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>6</b>                                                                                                                                                                                            | <b>Description of Property</b><br>SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i) | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>District</td> <td>Property Tax ID No.(1)</td> <td>Grantor Liber/Folio</td> <td>Map</td> <td>Parcel No.</td> <td>Value Code</td> </tr> <tr> <td>09</td> <td>02-575090</td> <td></td> <td></td> <td></td> <td>(5)</td> </tr> <tr> <td colspan="2">Subdivision Name</td> <td>Lot(3a)</td> <td>Block (3b)</td> <td>Sect/AR(3c)</td> <td>Plat Ref.</td> </tr> <tr> <td colspan="2">Towson Park</td> <td>14</td> <td>4</td> <td></td> <td></td> </tr> <tr> <td colspan="6">Location/Address of Property Being Conveyed (2)</td> </tr> <tr> <td colspan="6">16 Skidmore Court</td> </tr> <tr> <td colspan="6">Other Property Identifiers (if applicable)</td> </tr> <tr> <td colspan="6">Water Meter Account No.</td> </tr> <tr> <td colspan="6">Residential: <input checked="" type="checkbox"/> Non-Residential: <input type="checkbox"/> Fee Simple: <input checked="" type="checkbox"/> Ground Rent: <input type="checkbox"/> Amount:</td> </tr> <tr> <td colspan="6">Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt of Sq Ft/Acreage Transferred:</td> </tr> <tr> <td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td> </tr> </table> |                |                       |            | District                                  | Property Tax ID No.(1)      | Grantor Liber/Folio                                          | Map    | Parcel No.                                                | Value Code                                                | 09                                            | 02-575090 |                                                    |                                                    |                                          | (5) | Subdivision Name                                                      |    | Lot(3a)               | Block (3b) | Sect/AR(3c)         | Plat Ref. | Towson Park                                                 |  | 14                  | 4  |                               |  | Location/Address of Property Being Conveyed (2) |    |                  |  |       |  | 16 Skidmore Court |  |  |  |  |  | Other Property Identifiers (if applicable) |  |  |  |  |  | Water Meter Account No. |  |  |  |  |  | Residential: <input checked="" type="checkbox"/> Non-Residential: <input type="checkbox"/> Fee Simple: <input checked="" type="checkbox"/> Ground Rent: <input type="checkbox"/> Amount: |  |  |  |  |  | Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt of Sq Ft/Acreage Transferred: |  |  |  |  |  | If Partial Conveyance, List Improvements Conveyed: |  |  |  |  |  |
| District                                                                                                                                                                                            | Property Tax ID No.(1)                                                                                                                                                                                                     | Grantor Liber/Folio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Map            | Parcel No.            | Value Code |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 09                                                                                                                                                                                                  | 02-575090                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       | (5)        |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Subdivision Name                                                                                                                                                                                    |                                                                                                                                                                                                                            | Lot(3a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Block (3b)     | Sect/AR(3c)           | Plat Ref.  |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Towson Park                                                                                                                                                                                         |                                                                                                                                                                                                                            | 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 4              |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Location/Address of Property Being Conveyed (2)                                                                                                                                                     |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 16 Skidmore Court                                                                                                                                                                                   |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other Property Identifiers (if applicable)                                                                                                                                                          |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Water Meter Account No.                                                                                                                                                                             |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt of Sq Ft/Acreage Transferred:                                                               |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| If Partial Conveyance, List Improvements Conveyed:                                                                                                                                                  |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>7</b>                                                                                                                                                                                            | <b>Transferred From</b>                                                                                                                                                                                                    | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Doc. 1 – Grantor(s) Name(s)</td> <td>Doc. 2 – Grantor(s) Name(s)</td> </tr> <tr> <td>Stephen Vetter and Brian Vetter</td> <td></td> </tr> <tr> <td>Doc. 1 – Owner(s) of Record, if Different from Grantor(s)</td> <td>Doc. 2 – Owner(s) of Record, if Different from Grantor(s)</td> </tr> <tr> <td></td> <td></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                       |            | Doc. 1 – Grantor(s) Name(s)               | Doc. 2 – Grantor(s) Name(s) | Stephen Vetter and Brian Vetter                              |        | Doc. 1 – Owner(s) of Record, if Different from Grantor(s) | Doc. 2 – Owner(s) of Record, if Different from Grantor(s) |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Doc. 1 – Grantor(s) Name(s)                                                                                                                                                                         | Doc. 2 – Grantor(s) Name(s)                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Stephen Vetter and Brian Vetter                                                                                                                                                                     |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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|                                                                                                                                                                                                     |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>8</b>                                                                                                                                                                                            | <b>Transferred To</b><br>31146/2                                                                                                                                                                                           | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Doc. 1 – Grantee(s) Name(s)</td> <td>Doc. 2 – Grantee(s) Name(s)</td> </tr> <tr> <td>16 Skidmore Court LLC</td> <td></td> </tr> <tr> <td colspan="2">New Owner's (Grantee) Mailing Address:</td> </tr> <tr> <td colspan="2">1749 Broadlee Trail, Annapolis, MD 21401-6603</td> </tr> <tr> <td>Doc. 1 – Additional Names to be Indexed (Optional)</td> <td>Doc. 2 – Additional Names to be Indexed (Optional)</td> </tr> <tr> <td></td> <td></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                       |            | Doc. 1 – Grantee(s) Name(s)               | Doc. 2 – Grantee(s) Name(s) | 16 Skidmore Court LLC                                        |        | New Owner's (Grantee) Mailing Address:                    |                                                           | 1749 Broadlee Trail, Annapolis, MD 21401-6603 |           | Doc. 1 – Additional Names to be Indexed (Optional) | Doc. 2 – Additional Names to be Indexed (Optional) |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Doc. 1 – Grantee(s) Name(s)                                                                                                                                                                         | Doc. 2 – Grantee(s) Name(s)                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 16 Skidmore Court LLC                                                                                                                                                                               |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| New Owner's (Grantee) Mailing Address:                                                                                                                                                              |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 1749 Broadlee Trail, Annapolis, MD 21401-6603                                                                                                                                                       |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| <b>9</b>                                                                                                                                                                                            | <b>Other Names To Be Indexed</b>                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>10</b>                                                                                                                                                                                           | <b>Contact/Mail Information</b>                                                                                                                                                                                            | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">Instrument Submitted By or Contact Person</td> <td colspan="2"><input checked="" type="checkbox"/> Return to Contact Person</td> </tr> <tr> <td colspan="2">Name: Robert S. Handzo, Esquire</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Firm: Royston, Mueller, McLean &amp; Reid, LLP</td> <td colspan="2"><input type="checkbox"/> Hold for Pickup</td> </tr> <tr> <td colspan="2">Address: 102 W. Pennsylvania Avenue, Ste. 600, Towson, Maryland 21204</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Phone: 410-823-1800</td> <td colspan="2"><input checked="" type="checkbox"/> Return Address Provided</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                       |            | Instrument Submitted By or Contact Person |                             | <input checked="" type="checkbox"/> Return to Contact Person |        | Name: Robert S. Handzo, Esquire                           |                                                           |                                               |           | Firm: Royston, Mueller, McLean & Reid, LLP         |                                                    | <input type="checkbox"/> Hold for Pickup |     | Address: 102 W. Pennsylvania Avenue, Ste. 600, Towson, Maryland 21204 |    |                       |            | Phone: 410-823-1800 |           | <input checked="" type="checkbox"/> Return Address Provided |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Instrument Submitted By or Contact Person                                                                                                                                                           |                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> Return to Contact Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Name: Robert S. Handzo, Esquire                                                                                                                                                                     |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Firm: Royston, Mueller, McLean & Reid, LLP                                                                                                                                                          |                                                                                                                                                                                                                            | <input type="checkbox"/> Hold for Pickup                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Address: 102 W. Pennsylvania Avenue, Ste. 600, Towson, Maryland 21204                                                                                                                               |                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Phone: 410-823-1800                                                                                                                                                                                 |                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> Return Address Provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| <b>11</b>                                                                                                                                                                                           | <b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b>                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | <b>Assessment</b>                                                                                                                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | <b>Information</b>                                                                                                                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No Does transfer include personal property? If yes, identify:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     |                                                                                                                                                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Assessment Use Only - Do Not Write Below This Line                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | <input type="checkbox"/> Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Transfer Process Verification      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Transfer Number                                                                                                                                                                                                            | Date Received                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Deed Reference | Assigned Property No. |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Year                                                                                                                                                                                                                       | Geos                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Map            | Sub                   | Block      |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Land                                                                                                                                                                                                                       | 1000000 REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                | Plat                  | Lot        |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Buildings                                                                                                                                                                                                                  | Director of Budget and Finance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                | Section               | Doc. Cd.   |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Total                                                                                                                                                                                                                      | BALTIMORE COUNTY, MARYLAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                | Ex Cd.                |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | REMARKS:                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | <input type="checkbox"/> COUNTY TRANSFER TAX                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Per: <u>                    </u> Sec 23-139                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | <input type="checkbox"/> RECORDATION TAX                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Per: <u>                    </u> T.P. ART 12-108                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                     | Bm <u>2130102</u>                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                       |            |                                           |                             |                                                              |        |                                                           |                                                           |                                               |           |                                                    |                                                    |                                          |     |                                                                       |    |                       |            |                     |           |                                                             |  |                     |    |                               |  |                                                 |    |                  |  |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |

State of Maryland  
Department of  
Assessments and Taxation



Martin O'Malley  
Governor

C. John Sullivan, Jr.  
Director

Paul B. Anderson  
Administrator

Charter Division

Date: 09/11/2007

ROYSTON, MUELLER, MCLEAN & REID  
#600  
102 W PENN AVE  
TOWSON MD 21204-4526

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : 16 SKIDMORE COURT LLC  
DEPARTMENT ID : W12120739  
TYPE OF REQUEST : ARTICLES OF ORGANIZATION  
DATE FILED : 09-11-2007  
TIME FILED : 02:54 PM  
RECORDING FEE : \$100.00  
EXPEDITED FEE : \$70.00  
COPY FEE : \$22.00  
FILING NUMBER : 1000361995272253  
CUSTOMER ID : 0002019351  
WORK ORDER NUMBER : 0001462389

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

Charter Division  
Baltimore Metro Area (410) 767-1350  
Outside Metro Area (888) 246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395  
Telephone (410)767-4950 / Toll free in Maryland (888)246-5941  
MRS (Maryland Relay Service) (800)735-2258 TT/Voice- Fax (410)333-7097

EXHIBIT "D"

0004772326

CACCP



*Keep ex 2*

having less than 100 square feet of floor area shall be considered a bedroom. [Bill No. 100-1970]

**BILLIARD OR POOL ROOM** — A business establishment where the principal use is the playing of pool or billiards and at least 75% of the net floor area of the establishment's interior space is devoted exclusively to this use. The net floor area does not include space that is not available for use by the public. [Bill No. 30-1983]

**BOARDING- OR ROOMING HOUSE** [Bill Nos. 44-1982; 124-1993; 86-2001; 102-2001]:

A. A building:

1. Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or
2. Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or adoption.

B. The term does not include a hotel, motel, apartment building or a facility for foster care (as defined in the Family Law Article, Section 5-501(g) of the Annotated Code of Maryland and COMAR 07.06.16). The term does include a care home (as defined in the Health General Article, Section 19-307(b) of the Annotated Code of Maryland.) [Bill No. 137-2004]

C. For purposes of this definition only, "owner" means a person who:

1. Has more than a 25% legal or equitable interest in the property; and
2. Shares in more than 25% of the profits or losses derived from the compensation paid under Paragraph A. of this definition.

**BOATYARD** — A commercial or nonprofit boat basin with facilities for one or more of the following: sale, construction, repair, storage, launching, berthing, securing, fueling and general servicing of marine craft of all types. [Bill No. 64-1963]

**BREWERY** — An establishment with a valid alcoholic beverage manufacturer's license Class 5, 6 or 7 issued in accordance with the Annotated Code of Maryland, Article 2B, Section 2-206, 2-207 or 2-208. [Bill No. 185-1995]

**BREWERY, CLASS 5A** — A brewery with a state Class 5 license which produces 100,000 or more barrels of malt beverage per year. [Bill No. 185-1995]

**BREWERY, CLASS 5B** — A brewery with a state Class 5 license which produces less than 100,000 barrels of malt beverage per year. [Bill No. 185-1995]

**BREWERY, CLASS 6** — A brewery with a state Class 6 (pub-brewery) license. A Class 6 brewery is accessory to a standard restaurant and produces no more than 2,000 barrels of malt beverage per year. [Bill No. 185-1995]

**BREWERY, CLASS 7** — A brewery with a state Class 7 (micro-brewery) license. A Class 7 brewery is established in conjunction with a standard restaurant and produces no

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

In the Matter of

Civil Citation No. 46307

Stephen Vetter  
Brian Vetter

16 Skidmore Court

Respondents

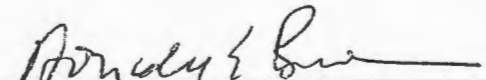
AMENDED FINAL ORDER

This matter came before the Code Enforcement Hearing Officer for the Department of Permits and Development Management on December 9, 2008, for a Hearing on a citation for violations under the Baltimore County Zoning Regulations, Sections 101: Definition of Boarding-or Rooming House, 102.1: Conformance with Regulations, 1B01.1: Applicability and 408B: Boarding-and Rooming Houses in D.R. Zones; and failure to register the property as a rental Code in a D. R. Zone known as 16 Skidmore Court, Baltimore, MD 21204.

Subsequently, the Respondents, by and through their attorney, Edward J. Gilliss, hand-delivered to Timothy M. Kotroco, Director, Department of Permits & Development Management, a letter on February 3, 2009, requesting a modification or amendment of the Final Order dated January 29, 2009. Mr. Gilliss argues that Section 3-201 of the Real Property Article is controlling which section says: *The effective date of a deed is the date of delivery, and the date of delivery is presumed to be the date of the last acknowledgment, if any, or the date stated on the deed, whichever is later. Every deed, when recorded, takes effect from its effective date as against the grantor, his personal representatives, every purchaser with notice of the deed, and every creditor of the grantor with or without notice.* The action brought against the Respondents was for a violation of a zoning regulation not in any way related to the grantor, his Personal Representatives, a purchaser with notice or creditor. The citation dated December 9, 2008, not November 25, 2008 as incorrectly stated in the January 29<sup>th</sup> order, charged the Respondents with violations for the period of September 17, 2008 through November 25, 2008, not through December 9, 2008 as set out, due to the fact that any violation after the date of the citation was speculative. During that time and even up to the date of the hearing no deed had been recorded which changed the ownership interests of the occupants and therefore I do not find Section 3-201 controlling.

Mr. Gilliss also argues that even if the property had not been effectively transferred as of September 21, 2007, one of the three occupants was a first cousin of one of the owners, a fact unfortunately not previously recognized by the undersigned Hearing Officer and which was set forth in Mr. Gilliss' December 30, 2008, letter, which must be considered as the Hearing Officer, Rick Wisnom, agreed to allow the record to remain open until December 30, 2008 to accept additional information regarding ownership of the property. As a result, there were not three or more persons not related by blood, marriage or adoption to the owner during the violation period discussed above.

WHEREFORE, it is this 4<sup>th</sup> day of February 2009, ordered that the charge of operating a Boarding-Rooming House in the above-entitled matter is dismissed.

Signed:   
Donald E. Brand  
Baltimore County Hearing Officer

**NOTICE TO VIOLATOR:** The violator is advised that (1) pursuant to §3-6-206(g)(2) of the Baltimore County Code, the Violator may make written application to the Director of the Department of Permits & Development Management within 10 days to modify or amend this order and (2) pursuant to §3-6-301(a), Baltimore County Code, the Violator may appeal this order to the Baltimore County Board of Appeals within fifteen (15) days from the date of this order. Any such appeal requires the filing of a petition setting forth the grounds for appeal, payment of a filing fee of \$150 and the posting of security to satisfy the penalty assessed.

DEB/jaf



**Amended and Restated Operating Agreement**

**Of**

**16 Skidmore Court LLC,**

**A Maryland Limited Liability Company**

**Dated: December 30, 2008**

**16 Skidmore Court LLC,  
A Maryland Limited Liability Company  
Operating Agreement**

**Exhibit A  
List of Members, Capital, and Percentages**

| Name and Address<br>Of Taxpayer                                 | Initial<br>Cash Capital<br>Contribution                                                                      | Percentages |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------|
| Stephen G. Vetter<br>1749 Broadlee Trail<br>Annapolis, MD 21401 | Contribution of 50%<br>interest in property having<br>an address of<br>16 Skidmore Court<br>Towson, MD 21204 | 37%         |
| Brian Vetter<br>16 Skidmore Court<br>Towson, MD 21204           | Contribution of 50%<br>interest in property having<br>an address of<br>16 Skidmore Court<br>Towson, MD 21204 | 37%         |
| Steve Plimack<br>16 Skidmore Court<br>Towson, MD 21204          | \$1.00                                                                                                       | 26%         |

*for  
Vetter*

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND  
Legislative Session 2009, Legislative Day No. 5

Bill No. 17-09

---

Mr. Joseph Bartenfelder, Chairman and Councilmembers Gardina, Moxley & Olszewski  
By Request of County Executive

---

By the County Council, March 2, 2009

---

A BILL  
ENTITLED

AN ACT concerning

Boarding- or Rooming House - Definition and clarification

FOR the purpose of raising the level of ownership interest an individual must have to be considered an owner of a property for purposes of boarding- or rooming house analysis; providing that an individual who lives in a building for a certain amount of time may be considered to reside in a building for purposes of boarding- or rooming house analysis under certain circumstances; providing for the burden of proof under certain circumstances; clarifying the intent of county rental housing law; clarifying a certain term; and generally relating to boarding- or rooming houses.

By repealing and reenacting, with amendments

Section 101, Definition of "Boarding- or rooming house"  
Baltimore County Zoning Regulations

---

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.  
[Brackets] indicate matter stricken from existing law.  
~~Strike-out~~ indicates matter stricken from bill.  
Underlining indicates amendments to bill.

**EXHIBIT "H"**



By adding

Section 35-6-103(c)  
Article 35. Buildings and Housing  
Title 6. Rental Housing Licenses  
Baltimore County Code, 2003

1           SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF BALTIMORE  
2 COUNTY, MARYLAND, that Section 101, Definition of "Boarding- or rooming house," of the  
3 Baltimore County Zoning Regulations, is repealed and reenacted, with amendments, to read as  
4 follows:

5       § 101. Definitions

6       BOARDING- OR ROOMING HOUSE:

7       A.     A building:

8           1.     Which is the domicile of the owner and in which rooms with or without meals are  
9 provided, for compensation, to three or more [adult persons] INDIVIDUALS WHO ARE 18 YEARS  
10 OLD OR OLDER AND not related by blood, marriage or adoption to the owner; or

11           2.     Which is not the owner's domicile and which is occupied in its entirety, for  
12 compensation, by three or more [adult persons] INDIVIDUALS WHO ARE 18 YEARS OLD OR  
13 OLDER AND not related to each other by blood, marriage or adoption.

14       B.     The term does not include a hotel, motel, apartment building or a facility for foster care (as  
15 defined in the Family Law Article, Section 5-501(g) of the Annotated Code of Maryland and  
16 COMAR 07.06.16). The term does include a care home (as defined in the Health General Article,  
17 Section 19-307(b) of the Annotated Code of Maryland.)

1 C. For purposes of this definition only, "owner" means [a person] AN INDIVIDUAL who:

2 1. Has more than a [25%] 50% legal or equitable interest in the property; and

3 2. Shares in more than [25%] 50% of the profits or losses derived from the  
4 compensation paid under Paragraph A. of this definition.

5 D. IF AN INDIVIDUAL WHO IS 18 YEARS OLD OR OLDER AND WHO IS NOT  
6 RELATED TO THE OWNER BY BLOOD, MARRIAGE OR ADOPTION RESIDES FOR  
7 MORE THAN 30 DAYS DURING ANY TWELVE-MONTH PERIOD IN A BUILDING  
8 IN WHICH COMPENSATION IS RECEIVED FROM ANY PERSON, THE BUILDING  
9 SHALL BE CONSIDERED THE DOMICILE OF THE INDIVIDUAL FOR PURPOSES OF  
10 THIS DEFINITION.

11 E. THE OWNER OF A BUILDING SHALL HAVE THE BURDEN OF PROVING THAT AN  
12 INDIVIDUAL IS RELATED BY BLOOD, MARRIAGE, OR ADOPTION EITHER TO  
13 THE OWNER OR TO THE OTHER INDIVIDUALS IN THE DOMICILE AS REQUIRED  
14 UNDER PARAGRAPH A.1 OR A.2 OF THIS DEFINITION.

15 SECTION 2. AND BE IT FURTHER ENACTED, that Section 35-6-103(c) is hereby added  
16 to Title 6. Rental Housing Licenses, of Article 35. Buildings and Housing, of the Baltimore County  
17 Code, 2003, as amended, to read as follows:

18 § 35-6-103.

19 (C) THIS TITLE DOES NOT AUTHORIZE THE USE OF A DWELLING AS A  
20 BOARDING OR ROOMING HOUSE, EXCEPT AS AUTHORIZED UNDER THE BALTIMORE  
21 COUNTY ZONING REGULATIONS.

22 SECTION 3. AND BE IT FURTHER ENACTED, that this Act, having passed by the  
23 affirmative vote of five members of the County Council, shall take effect April 19, 2009.



Permits and Development Management  
Code Inspections and Enforcement  
County Office Building, Rm. 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

00046495  
CODE ENFORCEMENT & INSPECTIONS CITATION

CASE NUMBER: FA0149449 PROPERTY TAX ID: 0902575090

NAME(S): 16 Skidmore Court, LLC  
Robert S. Handzo

MAILING ADDRESS: 102 W. Pennsylvania Ave.  
TOWSON MD 21204

VIOLATION ADDRESS: 16 Skidmore Ct.  
TOWSON MARYLAND 21204

VIOLATION DATES: 08/18/09 thru 09/02/09

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:  
Baltimore County zoning regulations  
101, 102, 11, 1801.1, 4080  
Failure to enclose the use of  
the property as a rooming or  
boarding house  
\* Return enclosed letter to me  
by 9/2/09.

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:

\$ 3,000.00

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

DATE: 09/02/09

TIME: 9 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: LaShia Ramsey

INSPECTOR SIGNATURE: [Signature] Date: 08/18/09

PRINT NAME

DEFENDANT

EXHIBIT "I"



**16 Skidmore Court, LLC  
a Maryland limited liability company**

**AMENDMENT TO OPERATING AGREEMENT**

**THIS AMENDMENT TO OPERATING AGREEMENT** ("Amendment") is made this 14 day of May, 2009, by and among Stephen G. Vetter ("Stephen") and Brian Vetter ("Brian"), Class A Members, Steve Plimack ("Plimack") and Joe Wascavage ("Wascavage"), Class B Members, and 16 Skidmore Court, LLC, a Maryland limited liability company (the "Company").

**WHEREAS**, The Company was formed by the filing of Articles of Organization with the Maryland State Department of Assessments and Taxation on September 11, 2007.

**WHEREAS**, Stephen and Brian have heretofore entered into an Operating Agreement effective September 21, 2007 (the "Original Operating Agreement") for the organization, operation and conduct of the Company.

**WHEREAS**, Stephen, Brian and Plimack entered into an Amended and Restated Operating Agreement on December 30, 2008 (the "Operating Agreement"), which superseded the Original Operating Agreement.

**WHEREAS**, the parties desire to admit Wascavage as a Class B Member upon the terms and conditions set forth in the Operating Agreement and to further amend the Operating Agreement.

**NOW, THEREFORE**, the parties hereby agree that the Operating Agreement be and the same is hereby amended as follows:

1. **New Class B Member.** Effective the day and year set forth above, Wascavage shall be admitted as a Class B Member of the Company and shall own a Percentage equal to 26%.
2. **Adjustments to Percentages.** Effective the day and year set forth above, Stephen's Percentage shall decrease from 37% to 24% and Brian's Percentage shall decrease from 37% to 24%. Exhibit A of the Operating Agreement is hereby amended to reflect the new Percentages consistent with this Amendment.
3. **Defined Terms.** All capitalized terms not defined herein shall have the meaning ascribed to them in the Operating Agreement.
4. **Ratification.** The Operating Agreement, except as expressly amended by or inconsistent with the terms hereof, is hereby ratified and affirmed to be controlling and binding upon the Company and its Members.

IN WITNESS WHEREOF, the parties have executed this Amendment by their hands and seals below.

WITNESS:

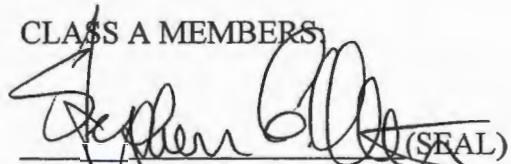
\_\_\_\_\_

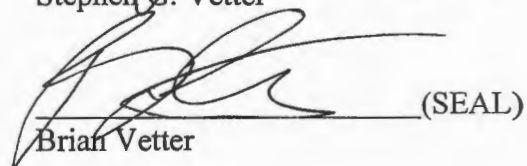
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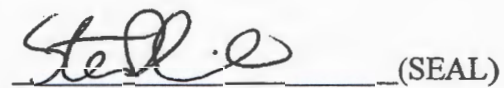
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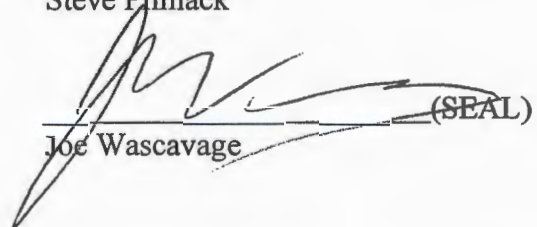
CLASS A MEMBERS:

 (SEAL)  
Stephen G. Vetter

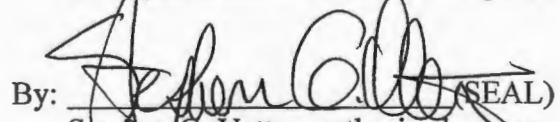
 (SEAL)  
Brian Vetter

CLASS B MEMBERS:

 (SEAL)  
Steve Plimack

 (SEAL)  
Joe Wascavage

16 SKIDMORE COURT, LLC.  
a Maryland limited liability company

By:  (SEAL)  
Stephen G. Vetter, authorized person



# Petition for Special Hearing

## to the Zoning Commissioner of Baltimore County

for the property located at 16 Skidmore Court, Towson, MD 21204  
which is presently zoned Residential

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

16 Skidmore Court as a lawful non-conforming use for "boarding or rooming house" purposes consistent with BCZR § 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above-referenced property prior to the effective date of County Council Bill No. 17-09.

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 bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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

### Contract Purchaser/Lessee:

Name - Type or Print \_\_\_\_\_  
Signature \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Attorney For Petitioner:

Edward J. Gilliss \_\_\_\_\_  
Name - Type or Print \_\_\_\_\_ City \_\_\_\_\_  
Signature \_\_\_\_\_  
Royston, Mueller, McLean & Reid, LLP  
Company \_\_\_\_\_  
102 W. Pennsylvania Avenue, Suite 600 410-823-1800  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Towson MD 21204  
City State Zip Code

### Legal Owner(s):

16 Skidmore Court, LLC  
Name - Type or Print \_\_\_\_\_  
Signature \_\_\_\_\_  
Robert S. Handzo, Resident Agent  
Name - Type or Print \_\_\_\_\_  
Royston, Mueller, McLean & Reid, LLP  
Signature \_\_\_\_\_  
102 W. Pennsylvania Avenue, Suite 600  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Towson, MD 21204 410-823-1800  
State Zip Code

### Representative to be Contacted:

Edward J. Gilliss \_\_\_\_\_  
Name \_\_\_\_\_  
Royston, Mueller, McLean & Reid, LLP 410-823-1800  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
102 W. Pennsylvania Avenue, Suite 600  
City State Zip Code  
Towson MD 21204

### OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING \_\_\_\_\_

Case No. 2010-0133-SPH

UNAVAILABLE FOR HEARING \_\_\_\_\_

REV 9/15/08

Reviewed By \_\_\_\_\_

Date \_\_\_\_\_

10/14/09

ORDER RECEIVED FOR FILING

Date 4-2-10

By [Signature]





# Petition for Special Hearing

## to the Zoning Commissioner of Baltimore County

for the property located at 16 Skidmore Court, Towson, MD 21204  
which is presently zoned Residential

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

16 Skidmore Court as a lawful non-conforming use for "boarding or rooming house" purposes consistent with BCZR § 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above-referenced property prior to the effective date of County Council Bill No. 17-09.

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:

Edward J. Gilliss \_\_\_\_\_  
Name - Type or Print \_\_\_\_\_ City \_\_\_\_\_

Signature \_\_\_\_\_

Royston, Mueller, McLean & Reid, LLP  
Company \_\_\_\_\_

102 W. Pennsylvania Avenue, Suite 600 410-823-1800  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

Towson MD 21204  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Legal Owner(s):

16 Skidmore Court, LLC  
Name - Type or Print \_\_\_\_\_

Signature \_\_\_\_\_

Robert S. Handzo, Resident Agent  
Name - Type or Print \_\_\_\_\_

Royston, Mueller, McLean & Reid, LLP  
Signature \_\_\_\_\_

102 W. Pennsylvania Avenue, Suite 600  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

Towson, MD 21204 410-823-1800  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Representative to be Contacted:

Edward J. Gilliss  
Name \_\_\_\_\_

Royston, Mueller, McLean & Reid, LLP 410-823-1800  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

102 W. Pennsylvania Avenue, Suite 600  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Towson MD 21204

### OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING \_\_\_\_\_

UNAVAILABLE FOR HEARING \_\_\_\_\_

Reviewed By [Signature] Date 10/14/09

Case No. 2010-0133-SPH

REV 9/18/09 **ORDER RECEIVED FOR FILING**

Date 4-2-10

By [Signature]

### Zoning Description for 16 Skidmore Court

Beginning at a point on the northeast side of Skidmore Court which is 60 feet wide at a distance of 335 feet (+/-) northeast of the centerline of the nearest improved intersecting street Radcliffe Road which is 60 feet wide. Being Lot #14, Block 4, in the subdivision of Towson Park as recorded in Baltimore County Plat Book #19, Folio # 110, containing 5760 square feet. Also known as 16 Skidmore Court and located in the 9<sup>th</sup> Election District, 5<sup>th</sup> Councilmanic District.

Item #0133

# 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 2010-0133-SPH  
Petitioner: Robert Handzo / 16 Skidmore Ct. LLC  
Address or Location: 16 Skidmore Ct

#### PLEASE FORWARD ADVERTISING BILL TO

Name: Edward J. Gilliss c/o Royston, Mueller, McLean & Reid, LLP  
Address: The Royston Building, Suite 600  
102 West Pennsylvania Ave  
Towson, MD 21204-4575  
Telephone Number: 410 823 1800



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

No. 1575

Date: 1/15/11

Rev Sub  
Source/ Rev/

| Fund | Dept | Unit | Sub Unit | Obj | Sub Obj | Dept Obj | BS Acct | Amount |
|------|------|------|----------|-----|---------|----------|---------|--------|
| 001  | 302  | 0000 |          | 112 |         |          |         | 100    |
|      |      |      |          |     |         |          |         |        |
|      |      |      |          |     |         |          |         |        |
|      |      |      |          |     |         |          |         |        |
|      |      |      |          |     |         |          |         |        |

Total: \$ 100

Rec

From: \_\_\_\_\_

For: Emergency Fund - # 3010 2173-214

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!

CASHIER'S  
VALIDATION

**BALTIMORE COUNTY, MARYLAND**  
**OFFICE OF BUDGET AND FINANCE**  
**MISCELLANEOUS CASH RECEIPT**

No. **55987**

Date: **6/4/10**

**PAID RECEIPT**

BUSINESS ACTUAL TIME INH  
6/07/2010 6/04/2010 14:57:38 2

REG MS05 WALRTH DRDL DRD

RECEIPT # 533539 6/04/2010 OFLN

5 320 ZONING VERIFICATION

NO. 055987

Receipt Tot \$325.00

\$325.00 CK \$100.00

Baltimore County, Maryland

| Fund | Dept | Unit | Sub Unit | Rev Source/ Obj | Sub Rev/ Sub Obj | Dept Obj | BS Acct | Amount |
|------|------|------|----------|-----------------|------------------|----------|---------|--------|
| 001  | 806  | 0000 |          | 6150            |                  |          |         | 325.00 |
|      |      |      |          |                 |                  |          |         |        |
|      |      |      |          |                 |                  |          |         |        |
|      |      |      |          |                 |                  |          |         |        |
|      |      |      |          |                 |                  |          |         |        |

Total: **325.00**

Rec From: **Teresa Gutter**

For: **Appeal**  
**16 Skidmore Ct.**  
**2010 - 0133 - 504**

**DISTRIBUTION**

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!

**CASHIER'S  
VALIDATION**

#### NOTICE OF ZONING HEARING

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

Case: # 2010-0133-SPH

16 Skidmore Court

N/east side of Skidmore Court, 335 feet +/- n/east

of the centerline of Radcliffe Road

9th Election District - 5th Councilmanic District

Legal Owner(s): Edward Gillis

**Special Hearing:** to allow a lawful non-conforming use for "boarding or rooming house" purpose consistent with BCZR 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above referenced property prior to the effective date of County Council Bill No. 17-09.

**Hearing:** Thursday, December 10, 2009 at 11:00 a.m. in Room 106, County Office Building, 105 West Chesapeake Avenue, Towson 21204.

WILLIAM J. WISEMAN, III

Zoning Commissioner for Baltimore County

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

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

JT/11/900 Nov. 24

222392

## CERTIFICATE OF PUBLICATION

11/26/, 2009

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 11/24/, 2009.

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

S. Wilkinson

LEGAL ADVERTISING



TO: PATUXENT PUBLISHING COMPANY  
Tuesday, November 24, 2009 Issue - Jeffersonian

Please forward billing to:

Edward Gillis  
Royston Building, Ste. 600  
102 West Pennsylvania Avenue  
Towson, MD 21204

410-823-1800

---

## 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: 2010-0133-SPH**

16 Skidmore Court

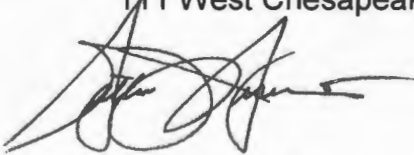
N/east side of Skidmore Court, 335 feet +/- n/east of the centerline of Radcliffe Road

9<sup>th</sup> Election District – 5<sup>th</sup> Councilmanic District

Legal Owners: Edward Gillis

Special Hearing to allow a lawful non-conforming use for "boarding or rooming house" purpose consistent with BCZR 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above referenced property prior to the effective date of County Council Bill No. 17-09.

Hearing: Thursday, December 10, 2009 at 11:00 a.m. in Room 106, County Office Building,  
111 West Chesapeake Avenue, Towson 21204



WILLIAM J. WISEMAN III  
ZONING COMMISSIONER FOR BALTIMORE COUNTY

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



## BALTIMORE COUNTY

M A R Y L A N D

JAMES T. SMITH, JR.  
*County Executive*

TIMOTHY M. KOTROCO, *Director*  
*Department of Permits and*  
*Development Management*  
November 16, 2009

### 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: 2010-0133-SPH**

16 Skidmore Court

N/east side of Skidmore Court, 335 feet +/- n/east of the centerline of Radcliffe Road

9<sup>th</sup> Election District – 5<sup>th</sup> Councilmanic District

Legal Owners: Edward Gillis

Special Hearing to allow a lawful non-conforming use for "boarding or rooming house" purpose consistent with BCZR 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above referenced property prior to the effective date of County Council Bill No. 17-09.

Hearing: Thursday, December 10, 2009 at 11:00 a.m. in Room 106, County Office Building,  
111 West Chesapeake Avenue, Towson 21204

A handwritten signature in dark ink, appearing to read "Timothy Kotroco".

Timothy Kotroco  
Director

TK:klm

C: Edward Gillis, 102 W. Pennsylvania Avenue, Ste. 600, Towson 21204  
Robert Handzo, 102 W. Pennsylvania Avenue, Ste. 600, Towson 21204

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WED., NOVEMBER 25, 2009.**
- (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.

#### 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: # 2010-0133-SPH**

16 Skidmore Court

N/east side of Skidmore Court, 335 feet +/- n/east of the centerline of Radcliffe Road

9th Election District - 5th Councilmanic District

Legal Owner(s): Edward Gillis

**Special Hearing:** to allow a lawful non-conforming use for "boarding or rooming house" purpose consistent with BCZR 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above referenced property prior to the effective date of County Council Bill No. 17-09.

**Hearing: Thursday, March 4, 2010 at 9:00 a.m. in Room 104, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204.**

WILLIAM J. WISEMAN, III

Zoning Commissioner for Baltimore County

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

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

JT/2/828 Feb. 18

230074

## CERTIFICATE OF PUBLICATION

2/18/, 2010

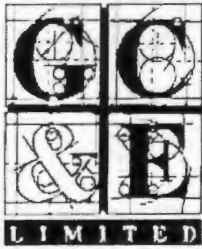
THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 2/16/, 2010.

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

*S. Wilkinson*

LEGAL ADVERTISING



**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](http://www.gcelimited.com)**CERTIFICATE OF POSTING****RE: CASE #2010-0133-SPH****OWNER: Edward Gillis****DATE OF HEARING: March 4, 2010****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****LOCATION:  
16 Skidmore Court**

(see page 2 for full size photo)

**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: 2/12/10**



# ZONING NOTICE

**CASE # :2010-0133-SPH**

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

**PLACE:**

Room 104 Jeff Building  
105 W. Ches Towson 21204

**TIME:**

**DATE :** Wednesday,  
at 9:00 am

Special Hearing to allow  
for "boarding and rooming  
with BCZR 101.1 (dual  
house) by virtue  
was organized  
and became  
proper  
Bill



**ROYSTON, MUELLER, McLEAN & REID, LLP**  
**ATTORNEYS AT LAW**  
SUITE 600  
THE ROYSTON BUILDING  
102 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4575  
(410) 823-1800  
FAX (410) 828-7859

**FACSIMILE TRANSMISSION**

DATE: February 25, 2010  
TO: Zoning Commissioner's Office  
Attn.: Debbie  
FAX NO.: 410-887-3468  
NO. OF PAGES: 5, including cover  
FROM: Edward J. Gilliss  
RE: 16 Skidmore Court  
MESSAGE:

Attached is a copy of Gerhold, Cross & Etzel's Certificate of Posting of 16 Skidmore Court.

**CONFIDENTIALITY NOTICE**

This telecopy transmission contains confidential information belonging to Royston, Mueller, McLean & Reid that is intended solely for the recipient(s) named above. Royston, Mueller, McLean & Reid hereby expressly preserves and asserts all privileges and immunities applicable to this transmission. If you are not either the intended recipient or an agent or employee of the intended recipient, this transmission was sent to you in error. Any review, examination use, disclosure, reproduction, or distribution of this transmission or the information herein stated by anyone other than the intended recipient is strictly prohibited. If you have received this transmission in error, please read no further than this cover sheet and immediately telephone the sender to arrange for the return of this transmission to Royston, Mueller, McLean & Reid.



**BALTIMORE COUNTY**  
M A R Y L A N D

JAMES T. SMITH, JR.  
County Executive

TIMOTHY M. KOTROCO, *Director*  
*Department of Permits and*  
*Development Management*  
November 16, 2009

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9<sup>th</sup> Election District – 5<sup>th</sup> Councilmanic District

Legal Owners: Edward Gillis

Special Hearing to allow a lawful non-conforming use for "boarding or rooming house" purpose consistent with BCZR 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above referenced property prior to the effective date of County Council Bill No. 17-09.

Hearing: Thursday, December 10, 2009 at 11:00 a.m. in Room 106, County Office Building,  
111 West Chesapeake Avenue, Towson 21204

Timothy Kotroco  
Director

TK:klm

C: Edward Gillis, 102 W. Pennsylvania Avenue, Ste. 600, Towson 21204  
Robert Handzo, 102 W. Pennsylvania Avenue, Ste. 600, Towson 21204

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WED., NOVEMBER 25, 2009.**
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TO: PATUXENT PUBLISHING COMPANY  
Tuesday, February 16, 2010 Issue - Jeffersonian

Please forward billing to:

Edward Gillis  
Royston Building, Ste. 600  
102 West Pennsylvania Avenue  
Towson, MD 21204

410-823-1800

---

## 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:

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16 Skidmore Court

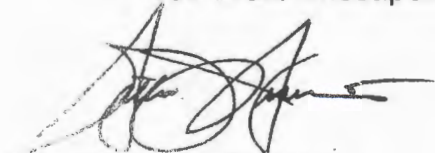
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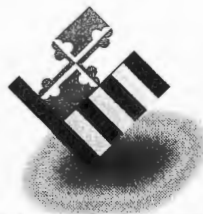
Hearing: Wednesday, March 4, 2010 at 9:00 a.m. in Room 104, Jefferson Building,  
105 West Chesapeake Avenue, Towson 21204



WILLIAM J. WISEMAN III  
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
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**BALTIMORE COUNTY**

M A R Y L A N D

JAMES T. SMITH, JR.  
County Executive

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

February 4, 2010

**NOTICE OF ZONING HEARING**

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Hearing: Wednesday, March 4, 2010 at 9:00 a.m. in Room 104, Jefferson Building,  
105 West Chesapeake Avenue, Towson 21204

Handwritten signature of Timothy Kotroco in black ink.

Timothy Kotroco  
Director

TK:klm

C: Edward Gillis, 102 W. Pennsylvania Avenue, Ste. 600, Towson 21204  
Robert Handzo, 102 W. Pennsylvania Avenue, Ste. 600, Towson 21204

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WEDNESDAY, FEBRUARY 17, 2010.**
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- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



**BALTIMORE COUNTY**  
MARYLAND

JAMES T. SMITH, JR.  
County Executive

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

February 4, 2010

**NOTICE OF ZONING HEARING**

The Zoning Commissioner  
Baltimore County, will hold  
follows:

**CASE NUMBER: 2010-01**  
16 Skidmore Court  
N/east side of Skidmore C  
9<sup>th</sup> Election District – 5<sup>th</sup> C  
Legal Owners: Edward G

Special Hearing to allow a  
consistent with BCZR 10-  
16 Skidmore Court, LLC v  
legal owner of the above  
No. 17-09.

Hearing: Wednesday, Ma  
105 West Chesapeake

*Timothy Kotroco*

Timothy Kotroco  
Director

TK:klm

C: Edward Gillis, 102 W. Pen  
Robert Handzo, 102 W. Pennsylvania Avenue, Ste. 600, Towson 21204

regulations of  
fied herein as

se" purpose  
the fact that  
became the  
Council Bill

**message**

For T  
From Ed Gilliss  
Time 9:20 Date 10/28  
Phone 823 1800  
☐ URGENT! Verdalen  
16 Skidmore Ct  
hoping if you sched  
do several days  
before Christmas  
not after

12/21 ✓  
12/22



- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WEDNESDAY, FEBRUARY 17, 2010.  
(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.





# County Board of Appeals of Baltimore County

JEFFERSON BUILDING  
SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

Jefferson Building - Second Floor  
Hearing Room #2 - Suite 206  
105 W. Chesapeake Avenue

November 4, 2010

## NOTICE OF ASSIGNMENT

CASE #: 10-133-SPH

IN THE MATTER OF: 16 SKIDMORE COURT, LLC  
16 SKIDMORE COURT / 9<sup>TH</sup> E; 5<sup>TH</sup> C

Re: Petition for Special Hearing to approve a non-conforming use for a "boarding or rooming house" at the subject property by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland Limited Liability Company and became legal owner of the subject property prior to the effective date of County Council Bill No: 17-09.

*This matter has been assigned by agreement of Counsel as follows:*

**ASSIGNED FOR: TUESDAY, DECEMBER 21, 2010 at 10: 00 a.m.; and**  
**WEDNESDAY, DECEMBER 22, 2010 at 10: 00 a.m;**  
**Day #2 (if needed)**

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

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

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

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Theresa R. Shelton  
Administrator

|    |                                      |                                              |
|----|--------------------------------------|----------------------------------------------|
| c: | Counsel for Petitioner/Appellant     | : Edward Gillis, Esquire                     |
|    | Petitioner /Property Owner/Appellant | : 16 Skidmore Court, LLC                     |
|    |                                      | Stephen G. Vetter                            |
|    | Protestant                           | : Peter Max Zimmerman                        |
|    |                                      | People's Counsel for Baltimore County        |
|    |                                      | : Carole S. Demilio                          |
|    |                                      | Deputy People's Counsel for Baltimore County |

Continued



CASE #: 10-133-SPH

IN THE MATTER OF: 16 SKIDMORE COURT, LLC  
16 SKIDMORE COURT / 9<sup>TH</sup> E; 5<sup>TH</sup> C

Notification List - Continued

Emily K. Lashley, Esquire

Edward T. Kilcullen, Jr., President/Greater Towson Council of Community Associations, Inc.

Andrea C. Dodge

Nancy Pivec, President/Towson Park Community Association

Ellis Rios Winter

Ruth M. Adams

Richard Parsons

Dorothy M. Mandell

Sister Micele Kriczky/Genesis House

Sister Evelyn Gudza/Genesis House

Herbert and Susan Shankroff

Synthia Sommer

James Cox

Mary-Louise Stenchly

Paul Hartman/Aigburth Manor Association, Inc

Fay Citerone/Knollwood-Donnybrook Improvement Association

Peggy Squitieri/Ruxton Riderwood Lake Roland Area Improvement Association

Susan Vaupel

Erik Cloyd

Chris Rabarn

Nanci Barker

Abass Dabirsiaghi

John E. Simms, Esquire

G.T. Keplinger, President/Burkleigh Square Community Association

Helen Keplinger

Michael Ertel, President/West Towson Neighborhood Association

John Maranto, President/The Yorkleigh Community Association

Howard M. Taylor

Janice Solomon

Silvia Tudor/Villa Maria Continuum

Donald Kalkman, Jr.

Kathy Hoatson

William J. Wiseman, III, Zoning Commissioner

Timothy Kotroco, Director/PDM

Arnold F. "Pat" Keller, III, Director/Planning

Michael Mohler, Deputy Director/PDM

Margaret Z. Ferguson/Code Enforcement Hearing Official/PDM

Donald Brand, Building Engineer/PDM

Nancy C. West, Assistant County Attorney

John Beverungen, County Attorney



## County Board of Appeals of Baltimore County

JEFFERSON BUILDING  
SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

November 26, 2010

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

RE: *In the Matter of:* 16 SKIDMORE COURT, LLC  
Case No. 10-133-SPH

Dear Mr. Holzer:

This will acknowledge receipt of your hand delivered correspondence dated November 16, 2010, in which you entered your appearance and requested a continuance of the December 21<sup>st</sup> and 22<sup>nd</sup>, 2010 hearing dates in the subject matter. The continuance is granted.

This matter has been re-assigned as follows:

WEDNESDAY, JANUARY 26, 2011 at 10:00 a.m;  
THURSDAY, JANUARY 27, 2011 at 10:00 a.m; AND  
TUESDAY, FEBRUARY 1, 2011 at 10:00 A.M. (if needed)

Enclosed is the Notice of Postponement and Re-Assignment.

Should you have any questions, please call me at 410-887-3180.

Very truly yours,

A handwritten signature in black ink, appearing to read "Theresa R. Shelton".

Theresa R. Shelton  
Administrator

Enclosure: Notice of Postponement and Re-Assignment

c(w/Encl.): Edward Gillis, Esquire  
16 Skidmore Court, LLC  
Peter Max Zimmerman, People's Counsel  
Carole S. Demilio, Deputy People's Counsel for Baltimore County  
Edward T. Kilcullen, Jr., President  
Greater Towson Council of Community Associations, Inc.  
Nancy Pivec, President  
Towson Park Community Association  
Paul Hartman/Aigburth Manor Association, Inc  
Fay Citerone  
Knollwood-Donnybrook Improvement Association  
Andrea C. Dodge, Individually  
Sister Micele Kriczky, Individually/Genesis House  
Sister Evelyn Gudza, Individually/Genesis House



# County Board of Appeals of Baltimore County

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SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

Jefferson Building - Second Floor  
Hearing Room #2 - Suite 206  
105 W. Chesapeake Avenue

November 29, 2010

## **NOTICE OF POSTPONEMENT AND RE-ASSIGNMENT**

CASE #: 10-133-SPH

*IN THE MATTER OF:* 16 SKIDMORE COURT, LLC  
16 SKIDMORE COURT / 9<sup>TH</sup> E; 5<sup>TH</sup> C

Re: Petition for Special Hearing to approve a non-conforming use for a "boarding or rooming house" at the subject property by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland Limited Liability Company and became legal owner of the subject property prior to the effective date of County Council Bill No: 17-09.

*This matter was assigned for 12/21/10 and 12/22/10 and has been postponed;  
the matter has been re-assigned as follows:*

**RE-ASSIGNED FOR:** **WEDNESDAY, JANUARY 26, 2011 at 10: 00 a.m;**  
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Theresa R. Shelton  
Administrator

---

|    |                                      |                                              |
|----|--------------------------------------|----------------------------------------------|
| c: | Counsel for Petitioner/Appellant     | : Edward Gillis, Esquire                     |
|    | Petitioner /Property Owner/Appellant | : 16 Skidmore Court, LLC                     |
|    |                                      | Stephen G. Vetter                            |
|    | Protestant                           | : Peter Max Zimmerman                        |
|    |                                      | People's Counsel for Baltimore County        |
|    |                                      | : Carole S. Demilio                          |
|    |                                      | Deputy People's Counsel for Baltimore County |

Continued



CASE #: 10-133-SPH

IN THE MATTER OF: 16 SKIDMORE COURT, LLC  
16 SKIDMORE COURT / 9<sup>TH</sup> E; 5<sup>TH</sup> C

Notification List - Continued

c: Counsel for Protestants  
Protestants

: J. Carroll Holzer, Esquire  
: Edward T. Kilcullen, Jr., President  
Greater Towson Council of Community Associations, Inc.  
: Nancy Pivec, President  
Towson Park Community Association  
: Paul Hartman/Aigburth Manor Association, Inc  
: Fay Citerone  
Knollwood-Donnybrook Improvement Association  
: Andrea C. Dodge, Individually  
: Sister Micele Kriczky, Individually/Genesis House  
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Theresa R. Shelton  
Administrator

c: Counsel for Petitioner/Appellant  
Petitioner /Property Owner/Appellant

: Edward Gillis, Esquire  
: 16 Skidmore Court, LLC  
Stephen G. Vetter

Protestant

: Peter Max Zimmerman  
People's Counsel for Baltimore County  
: Carole S. Demilio  
Deputy People's Counsel for Baltimore County

Continued

*WJ &  
Dismissed*

CASE #: 10-133-SPH

IN THE MATTER OF: 16 SKIDMORE COURT, LLC  
16 SKIDMORE COURT / 9<sup>TH</sup> E; 5<sup>TH</sup> C

Notification List - Continued

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: Andrea C. Dodge, Individually  
: Sister Micele Kriczky, Individually/Genesis House  
: Sister Evelyn Gudza, Individually/Genesis House

Emily K. Lashley, Esquire  
Ellis Rios Winter  
Ruth M. Adams  
Richard Parsons  
Dorothy M. Mandell  
Herbert and Susan Shankroff  
Synthia Sommer  
James Cox  
Mary-Louise Stenchly  
Peggy Squitieri/Ruxton Riderwood Lake Roland Area Improvement Association  
Susan Vaupel  
Erik Cloyd  
Chris Rabarn  
Nanci Barker  
Abass Dabirsiaghi  
John E. Simms, Esquire  
G.T. Keplinger, President/Burkleigh Square Community Association  
Helen Keplinger  
Michael Ertel, President/West Towson Neighborhood Association  
John Maranto, President/The Yorkleigh Community Association  
Howard M. Taylor  
Janice Solomon  
Silvia Tudor/Villa Maria Continuum  
Donald Kalkman, Jr.  
Kathy Hoatson

William J. Wiseman, III, Zoning Commissioner  
Timothy Kotroco, Director/PDM  
Arnold F. "Pat" Keller, III, Director/Planning  
Michael Mohler, Deputy Director/PDM  
Margaret Z. Ferguson/Code Enforcement Hearing Official/PDM  
Donald Brand, Building Engineer/PDM  
Nancy C. West, Assistant County Attorney  
John Beverungen, County Attorney





**BALTIMORE COUNTY**

M A R Y L A N D

JAMES T. SMITH, JR.  
*County Executive*

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

February 23, 2010

Edward J. Gilliass  
Royston, Mueller, McLean & Reid, LLP  
102W. Pennsylvania Ave. Ste. 600  
Towson, MD 21204

Dear: Edward J. Gilliass

RE: Case Number 2010-0133-SPH, 16 Skidmore Ct.

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on October 14, 2009. 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  
Robert S. Handzo; 16 Skidmore Court, LLC; 102 Pennsylvania Ave. Ste. 600; Towson, MD  
21204

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

**DATE:** January 12, 2010

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

**SUBJECT:** 16 Skidmore Court

**INFORMATION:**

**Item Number:** 10-133 (*revised comment*)

**Petitioner:** Robert S. Handzo

**Zoning:** DR 10.5

**Requested Action:** Special Hearing

**SUMMARY OF RECOMMENDATIONS:**

The applicant 16 Skidmore Court LLC seeks a special hearing to confirm a lawful pre-existing non-conforming boarding house for more than two unrelated adults. The subject property is located within a neighborhood that has traffic and parking issues. The increase in parking and traffic that a new rooming house would generate would have a detrimental impact on the immediate thoroughfare but also the entire community as a whole.

It is incumbent upon the petitioner to demonstrate the boarding house is a non-conforming use. Should the petitioner not be able to demonstrate the pre-existing non-conforming use boarding house use, the Office of Planning will not support the creation of a new boarding house use at this site.

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

**Division Chief:**  
AFK/LL: CM





**BALTIMORE COUNTY**  
M A R Y L A N D

JAMES T. SMITH, JR.  
*County Executive*

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

December 1, 2009

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Ave. Ste. 600  
Towson, MD 21204

Dear: Edward J. Gilliss

RE: Case Number 2010-0133-SPH, 16 Skidmore Ct.

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on October 14, 2009. 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  
Robert Handzo; 102 W. Pennsylvania Ave. Ste. 600; Towson, MD 21204



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



Beverley K. Swaim-Staley, Secretary  
Neil J. Pedersen, Administrator

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: 10-30-2009

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

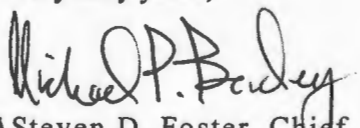
RE: Baltimore County  
Item No. 2010-0133-SPH  
16 SKIDMORE COURT  
TOWSON PARK  
SPECIAL HEARING -

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. 2010-0133-SPH.

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

Very truly yours,

  
For <sup>1</sup> 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.sha.maryland.gov](http://www.sha.maryland.gov)

**BALTIMORE COUNTY, MARYLAND**  
**INTEROFFICE CORRESPONDENCE**

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

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

**SUBJECT:** Zoning Advisory Committee Meeting  
For November 2, 2009  
Item Nos. 10-092, 124, 125, 127,  
128, 129, 130, and 133

**DATE:** October 21, 2009

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

DAK:CEN:kmt

cc: File

G:\DevPlanRev\ZAC -No Comments\ZAC-11.02.2009 -NO COMMENTS.doc

BW 12/10  
11am

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

**DATE:** November 6, 2009

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



**SUBJECT:** 16 Skidmore Court

RECEIVED

**INFORMATION:**

NOV 12 2009

**Item Number:** 10-133

**Petitioner:** Robert S. Handzo

ZONING COMMISSIONER

**Zoning:** DR 10.5

**Requested Action:** Special Hearing

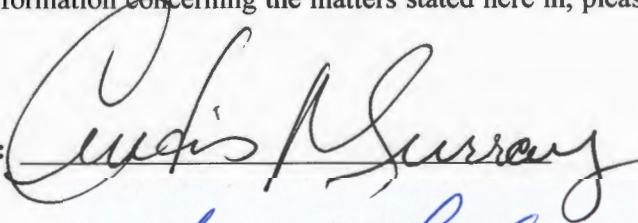
**SUMMARY OF RECOMMENDATIONS:**

The applicant 16 Skidmore Court LLC seeks a special hearing to ultimately permit a boarding house for more than two unrelated adults. It is apparent that the subject property is located within a neighborhood that has capacity, traffic and parking issues. The increase in parking and traffic that a rooming house would generate would have a detrimental impact on the immediate thoroughfare but also entire community as a whole. Permitting a rooming house at this location would set a precedent in this community that would further exacerbate its current overcrowded conditions. In addition to setting a pattern of relief for other rental properties seeking zoning relief for a rooming houses.

In light of the aforementioned, The Office of Planning recommends **DENIAL** of the petitioner's request for a rooming house.

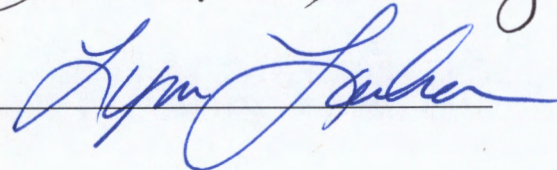
For further information concerning the matters stated here in, please contact Donnell Zeigler at 410-887-3480.

Prepared by:



Division Chief:

AFK/LL: CM





BW 12/10  
11 AM

**BALTIMORE COUNTY, MARYLAND**

**Inter-Office Correspondence**



**RECEIVED**

**NOV 27 2009**

**ZONING COMMISSIONER**

TO: Timothy M. Kotroco

FROM: Dave Lykens, DEPRM - Development Coordination

DATE: November 27, 2009

SUBJECT: Zoning Item # 10-133-SPH  
Address 16 Skidmore Court  
(16 Skidmore Court, LLC Property)

Zoning Advisory Committee Meeting of October 19, 2009

X The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.

Reviewer: JWJ

Date: 11/27/09

RE: PETITION FOR SPECIAL HEARING \* BEFORE THE  
16 Skidmore Court; NE/S of Skidmore Court, \*  
335' NE c/line of Radcliffe Road \* ZONING COMMISSIONER  
9<sup>th</sup> Election and 5<sup>th</sup> Councilmanic Districts \*  
Legal Owner(s): 16 Skidmore Court, LLC \* FOR  
Petitioner(s) \* BALTIMORE COUNTY  
\* 10-133-SPH

\* \* \* \* \*

**ENTRY OF APPEARANCE**

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party 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.

RECEIVED

OCT 28 2009

.....

*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 28th day of October, 2009, a copy of the foregoing Entry of Appearance was mailed to Edward J. Gilliss, Esquire, Royston, Mueller, McLean & Reid, LLP, 102 W. Pennsylvania Avenue, Suite 600, Towson, Maryland 21204, Attorney for Petitioner(s).

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

**BALTIMORE COUNTY, MARYLAND**

Inter-Office Correspondence

**TO:** Kristen Matthews, DPDM  
File

**DATE:** December 7, 2009

**FROM:** William J. Wiseman, III  
Zoning Commissioner

**SUBJECT:** **Petition for Special Hearing**  
NE/S of Skidmore Court, 335' NE c/line of Radcliffe Road  
**(16 Skidmore Court)**  
16 Skidmore Court, LLC – Petitioner  
**Case No. 2010-0133-SPH**

The above-referenced file was received by our office on Friday, December 4, 2009. In reviewing our correspondence and then speaking with counsel, Edward J. Gilliss, Esq., please find the attached email which confirms the postponement of this week's hearing scheduled for Thursday, December 10, 2009, at 11:00 PM. Therefore, this file is being returned to your office for rescheduling per Mike Mohler's request.

WJW:dlw  
Attachment



**DIVISION OF CODE INSPECTIONS AND ENFORCEMENT**

**ACTIVE VIOLATION CASE DOCUMENTS**

**CO-0066495**  
**16 Skidmore Court**

BALTIMORE COUNTY MARYLAND  
INTER-OFFICE CORRESPONDENCE

DATE: May 26, 2009

TO: W. Carl Richards, Jr.

FROM: Meghan Ferguson, Chief  
Division of Code Inspections & Enforcement

SUBJECT: Item No: 2010-0133-SPH  
Legal Owner/Petitioner: 16 Skidmore Court, LLC  
Contract Purchaser:  
Property Address: 16 Skidmore Ct  
Location Description: North east side of Skidmore Cr; 335 feet +/- north  
east of the center line of Radcliffe Rd.

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

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

Case No: CO-0066495  
Citation  
Interrogatories  
Police Report

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

MF/cm

C: Latoshia Rumsey-Scott, Code Enforcement Officer



00060495 CODE ENFORCEMENT & INSPECTIONS CITATION

|                                                        |                               |                   |
|--------------------------------------------------------|-------------------------------|-------------------|
| CASE NUMBER<br>FA0149449                               | PROPERTY TAX ID<br>0902575090 | ZONE<br>DR        |
| NAME(S):<br>16 Skidmore Court, LLC<br>Robert S. Handzo |                               |                   |
| MAILING ADDRESS:<br>102 W Pennsylvania Ave.            |                               |                   |
| CITY<br>TOWSON                                         | STATE<br>MD                   | ZIP CODE<br>21204 |
| VIOLATION ADDRESS:<br>16 Skidmore Ct                   |                               |                   |
| CITY<br>TOWSON                                         | STATE<br>MARYLAND             | ZIP CODE<br>21204 |
| VIOLATION DATES:<br>08/18/09 thru 09/02/09             |                               |                   |

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

Baltimore County Zoning Regulations  
101, 102-1; 1801.1; 408B  
Failure to cease the use of  
the property as a Rooming &  
Boarding House

\* Return enclosed interrogatories  
by 9/2/09.

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:

\$ 3,000.00

A quasi-judicial hearing has been pre-scheduled in room 416,  
111 W. Chesapeake Ave, Towson, Maryland, 21204, for:

DATE: 09/02/09

TIME: 9 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: Latashia Ramsey Scott

INSPECTOR SIGNATURE: [Signature]

Date: 08.18.09

PRINT NAME

AGENCY







## BALTIMORE COUNTY

M A R Y L A N D

JAMES T. SMITH, JR.  
County Executive

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

August 18, 2009

**16 Skidmore Court, LLC**  
**Robert S. Handzo**  
**102 W. Pennsylvania Avenue**  
**Towson, MD 21204**

**RE: 16 Skidmore Court, 21204**  
**Alleged Use: Rooming and Boarding House**

**Dear 16 Skidmore Court, LLC;**

Baltimore County has received information of an illegal boarding or rooming house at the property referenced above. Such use have caused a great deal of concern in areas such as in the vicinity of Towson University regarding, but not limited to, adequate residential parking space, noise and failure to discard trash and debris.

**Section 101**, definitions, in the Baltimore County Zoning Regulations defines Boarding or Rooming house as follows:

### **BOARDING- OR ROOMING HOUSE**

- A. A building:
  - 1. Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more individuals who are 18 years old or older and not related by blood, marriage or adoption to the owner; or
  - 2. Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more individuals who are 18 years old or older and not related to each other by blood, marriage or adoption.
- B. The term does not include a hotel, motel, apartment building or a facility for foster care (as defined in the Family Law Article, Section 5-501(g) of the Annotated Code of Maryland and COMAR 07.06.16). The term does include a care home (as defined in the Health General Article, Section 19-307(b) of the Annotated Code of Maryland.)
- C. For purposes of this definition only, "owner" means an individual who:
  - 1. Has more than a 50% legal or equitable interest in the property; and
  - 2. Shares in more than 50% of the profits or losses derived from the compensation paid under Paragraph A of this definition.
- D. If an individual who is 18 years old or older and who is not related to the owner by blood, marriage or adoption resides for more than 30 days during any twelve-month period in a building in which compensation is received from any person, the building shall be considered the domicile of the individual for purposes of this definition.

E. The owner of a building shall have the burden of proving that an individual is related by blood, marriage, or adoption either to the owner or to the other individuals in the domicile as required under Paragraph A.1 or A.2 of this definition.  
142-1979]

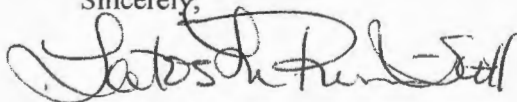
**Section 102.1** states No land shall be used or occupied and no building or structure shall be erected, altered, located or used except in conformity with these regulations and this shall include any extension of a lawful nonconforming use.

**Section 408B** of the County Code dictates the requirements for the operation of a Boarding or Rooming House in a Density Residential Zone.

A Citation is enclosed along with Interrogatories, which you must complete in writing and under oath.

Feel free to contact me with any questions at 410-887-3351.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Latoshia Rumsey-Scott', with a stylized flourish at the end.

Latoshia Rumsey-Scott  
Baltimore County Code  
Inspections and Enforcement Officer



*Dated  
9/17*

**ROOMING HOUSE QUESTIONS FOR COMPLAINANT**

Case Number: \_\_\_\_\_

Inspector's Name: \_\_\_\_\_

Alleged Violation Addresses: (*See below*)

Return Questionnaire by: \_\_\_\_\_

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

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

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

1. Print your full name: *Sister Evelyn J. Grudza, OSF*
2. Print your current address: *9 Skidmore Court, Towson 21204*
3. Please provide your telephone number and/or e-mail address to assist us in communicating with you more efficiently. Due to our obligations under the Freedom of Information Act, this information may be available to anyone requesting it, including owner and occupants of the subject property.

***Phone: 410-296-8071 – e-mail address: genesish@verizon.net***

4. How long have you lived at this address? *12 years*
5. If you believe the rooming/boarding house at the subject property ("Alleged violation address") is owner occupied, what is the basis of such belief?

***Owners do not live in these houses. They have new students each year.***

**#4 Skidmore Ct – now has two students**

**OWNER: HAN T TRUONG AND YI W HUANG – SOLD –  
6/26/2006**

**#6 Skidmore Court – has four students (1 male; three females  
and maybe more)**

**OWNER – GLENN EUBINAG AND SUSAN EUBINAG – SOLD-  
8/8/2006**

**#14 Skidmore Court – now has two residents that I have seen  
but have had up to four.**

**#16 Skidmore Court – has four and perhaps five students. (Can't  
tell because they have many others who come in and out. They believe  
it is a FRAT house.)**

**OWNER: STEPHEN AND BRIAN VETTER – SOLD - 6/24/2005**

**#905 Radcliffe – now has four residents (extremely noisy)  
PURCHASED EARLY IN 2008.**

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

**(See above) - each house has had new students every year and  
sometimes every semester.**

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

**(I don't know the relationship they have with each other.)**

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

**Students moved in Labor Day, 2008 this year! Each year, it is a  
different date and sometimes they change each semester.**

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

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

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

**#4 Skidmore Court – Delaware – 915 506 (not sure of the other car license plate)**

**#6 Skidmore Court – All Maryland Cars:**

**4BY – Y60 TOYOTA  
M969010 – SILVER SATURN  
9CG – V04 - SILVER ?  
MFK – 402  
04905M4 – JEEP  
7DK-Z11 – HONDA  
9AL-L71 – VW**

**#14 SKIDMORE COURT – MARYLAND**

**90B-C12 – CHEVY  
? -137TRUCK ? LICENSE PLATE**

**#16 SKIDMORE COURT**

**311-BBB  
KDW-528  
XGZ-239 – FORD  
375M556 – DODGE 4X4  
MG4-754 – NISSON MAXIMA  
EEW-3329 – NEW YORK LICENSE**

**#905 Radcliffe Rd.**

**6DT – JO3 – BROWN TOYOTA  
AL4-1100 RED SATURN**

***These cars often come and go but are usually here most of the week.***

Signature: \_\_\_\_\_ Date: **9/17/08**

**Thank You for your assistance.**



9/23

**ROOMING HOUSE QUESTIONS FOR COMPLAINANT**

Case Number: \_\_\_\_\_

Inspector's Name: \_\_\_\_\_

Alleged Violation Addresses: (*See below*)

Return Questionnaire by: \_\_\_\_\_

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

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

1. Print your full name: ***Andrea C. Dodge***
2. Print your current address: ***18 Skidmore Court, Towson 21204***
3. Please provide your telephone number and/or e-mail address to assist us in communicating with you more efficiently. Due to our obligations under the Freedom of Information Act, this information may be available to anyone requesting it, including owner and occupants of the subject property.

***Phone: 410-828-0140 –***

***e-mail address: andrea.dodge@yemcorp.com***

4. How long have you lived at this address? ***Since March 2002***
5. If you believe the rooming/boarding house at the subject property ("Alleged violation address") is owner occupied, what is the basis of such belief?

***Owners do not live in these houses. They have new students each year.***

**#4 Skidmore Ct – now has two students**

**OWNER: HAN T TRUONG AND YI W HUANG – SOLD –  
6/26/2006**

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different date and sometimes they change each semester.**

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

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

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

**#4 Skidmore Court – Delaware – 915 506 (not sure of the other car license plate)**

**#6 Skidmore Court – All Maryland Cars:**

**4BY – Y60 TOYOTA**

**M969010 – SILVER SATURN**

**9CG – V04 – SILVER ?**

**MFK – 402**

**04905M4 – JEEP**

**7DK-Z11 – HONDA**

**9AL-L71 – VW**

**#14 SKIDMORE COURT – MARYLAND**

**90B-C12 – CHEVY**

**? -137TRUCK ? LICENSE PLATE**

**#16 SKIDMORE COURT**

**✓ 311-BBB**

**✓ KDW-528**

**✓ XGZ-239 – FORD**

**✓ 375M556 – DODGE 4X4**

**MG4-754 – NISSON MAXIMA**

**EEW-3329 – NEW YORK LICENSE**

**#905 Radcliffe Rd.**

**6DT – J03 – BROWN TOYOTA**

**AL4-1100 RED SATURN**

**These cars often come and go but are usually here most of the week.**

Signature: Andrea C. Dodge Date: 9/23/03  
Thank You for your assistance.



**Fax Sheet****University Police**

**Police Department**  
Criminal Investigations  
Community Crimes Reduction Unit  
Towson University  
8000 York Road  
Towson, MD 21252-0001

t. 410 704-3403  
f. 410 704-3784

**To** Latoshia Rumsey-Scott**Company** Balto. Co. Code Enforcement**Fax No.** 410 887 2824**cc:** \_\_\_\_\_**From** Detective George Morgan**Date** 11/17/08**Pages** 4

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**Message**

Here is the report regarding 16 Skidmore Court.

**POLICE  
INCIDENT REPORT**

P.2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                  |  |                            |  |           |  |                   |  |           |  |           |  |      |  |     |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------|--|----------------------------|--|-----------|--|-------------------|--|-----------|--|-----------|--|------|--|-----|--|
| LOCATION OF OCCURRENCE / ADDRESS<br>OFF CAMPUS - NON-SPECIFIC/1518 COTTAGE LANE/                                                                                                                                                                                                                                                                                                                                                                             |  |                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | CAD NO.<br>08-10-16-168942                                                                       |  | CASE NO.<br>08-00845       |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| CODE SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | CRIME DESCRIPTION<br>POLICE INFORMATION               |  | CLASSIFICATION<br>POLICE INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | LOSS<br>0.00                                                                                     |  | RECOVERY<br>0.00           |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| DATE AND TIME FROM<br>10/16/2008 08:32                                                                                                                                                                                                                                                                                                                                                                                                                       |  | DATE AND TIME REPORTED<br>10/16/2008 08:32            |  | <input type="checkbox"/> PROPERTY <input type="checkbox"/> Alcohol Related <input type="checkbox"/> State as Victim <input type="checkbox"/> Sex Offense<br><input type="checkbox"/> Traffic Related <input type="checkbox"/> Arrest Occured <input type="checkbox"/> Drug <input type="checkbox"/> I.A. Report<br><input type="checkbox"/> Group Involved <input type="checkbox"/> Dom. Violence <input type="checkbox"/> Senior Citizen <input type="checkbox"/> Business as Victim<br><input type="checkbox"/> Weapons Involved <input type="checkbox"/> School as Victim <input type="checkbox"/> Juvenile Report |  | CASE STATUS                                                                                      |  |                            |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| DATE AND TIME TO<br>10/16/2008 10:20                                                                                                                                                                                                                                                                                                                                                                                                                         |  | ENTERED BY<br>MORGAN, JR. 336                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | APPROVED INVESTIGATION <input type="checkbox"/> YES<br>NO <input checked="" type="checkbox"/> NO |  |                            |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| COPIES TO:<br><input type="checkbox"/> CHIEF <input type="checkbox"/> JUDICIAL AFFAIRS <input type="checkbox"/> HEALTH CENTER <input type="checkbox"/> EHS <input type="checkbox"/> HRL - (RESIDENCE I) <input type="checkbox"/> FACILITIES MGMNT<br><input type="checkbox"/> STATE'S ATTORNEY <input type="checkbox"/> COUNTY PD HQ <input type="checkbox"/> COUNTY PD - PC 6 <input type="checkbox"/> PROP. CTL. <input type="checkbox"/> COUNSELING CENT. |  |                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                  |  |                            |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| INV oth                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME-LAST, FIRST, MIDDLE<br>DAVIS ERIC                |  | SUFFIX<br>B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | RACE<br>B                                                                                        |  | SEX<br>M                   |  | AGE<br>20 |  | DOB<br>11/28/1987 |  | HT        |  | WT        |  | HAIR |  | EYE |  |
| SSN                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | DRIVER'S LIC NO.                                      |  | Student ID<br>0404605                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | TYPE<br>COMMUTER STUDENT                                                                         |  | PHONES<br>M: 443-822-8246; |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| ADDRESS TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STREET NUMBER                                         |  | STREET NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUITE NUMBER                                                                                     |  | CITY                       |  | STATE     |  | ZIP               |  |           |  |           |  |      |  |     |  |
| INV oth                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME-LAST, FIRST, MIDDLE<br>HASELTINE MADELINE LOUISI |  | SUFFIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | RACE<br>W                                                                                        |  | SEX<br>F                   |  | AGE<br>22 |  | DOB<br>10/10/1986 |  | HT        |  | WT        |  | HAIR |  | EYE |  |
| SSN                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | DRIVER'S LIC NO.                                      |  | Student ID<br>0205450                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | TYPE<br>COMMUTER STUDENT                                                                         |  | PHONES                     |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| ADDRESS TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STREET NUMBER                                         |  | STREET NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUITE NUMBER                                                                                     |  | CITY                       |  | STATE     |  | ZIP               |  |           |  |           |  |      |  |     |  |
| INV INT                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME-LAST, FIRST, MIDDLE<br>LUECKE KATHLEEN           |  | SUFFIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | RACE<br>W                                                                                        |  | SEX<br>F                   |  | AGE<br>19 |  | DOB<br>08/10/1989 |  | HT        |  | WT        |  | HAIR |  | EYE |  |
| SSN                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | DRIVER'S LIC NO.                                      |  | Student ID<br>0281680                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | TYPE<br>COMMUTER STUDENT                                                                         |  | PHONES<br>M: 443-762-2215; |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| ADDRESS TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STREET NUMBER                                         |  | STREET NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUITE NUMBER                                                                                     |  | CITY                       |  | STATE     |  | ZIP               |  |           |  |           |  |      |  |     |  |
| INV oth                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME-LAST, FIRST, MIDDLE<br>PERKO ALEXIS JANE         |  | SUFFIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | RACE<br>W                                                                                        |  | SEX<br>F                   |  | AGE<br>21 |  | DOB<br>06/19/1987 |  | HT        |  | WT        |  | HAIR |  | EYE |  |
| SSN                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | DRIVER'S LIC NO.                                      |  | Student ID<br>0200767                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | TYPE<br>COMMUTER STUDENT                                                                         |  | PHONES                     |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| ADDRESS TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STREET NUMBER                                         |  | STREET NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUITE NUMBER                                                                                     |  | CITY                       |  | STATE     |  | ZIP               |  |           |  |           |  |      |  |     |  |
| INV INT                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME-LAST, FIRST, MIDDLE<br>PLIMACK STEVEN MARSHALL   |  | SUFFIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | RACE<br>W                                                                                        |  | SEX<br>M                   |  | AGE<br>19 |  | DOB<br>10/28/1988 |  | HT        |  | WT        |  | HAIR |  | EYE |  |
| SSN                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | DRIVER'S LIC NO.                                      |  | Student ID<br>0244429                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | TYPE<br>COMMUTER STUDENT                                                                         |  | PHONES<br>M: 443-690-1746; |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| ADDRESS TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STREET NUMBER                                         |  | STREET NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUITE NUMBER                                                                                     |  | CITY                       |  | STATE     |  | ZIP               |  |           |  |           |  |      |  |     |  |
| INV INT                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME-LAST, FIRST, MIDDLE<br>SHANNON KRISTINA L        |  | SUFFIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | RACE<br>W                                                                                        |  | SEX<br>F                   |  | AGE<br>21 |  | DOB<br>12/10/1986 |  | HT        |  | WT        |  | HAIR |  | EYE |  |
| SSN                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | DRIVER'S LIC NO.                                      |  | Student ID<br>0202501                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | TYPE<br>COMMUTER STUDENT                                                                         |  | PHONES<br>M: 410-474-4366; |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| ADDRESS TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STREET NUMBER                                         |  | STREET NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUITE NUMBER                                                                                     |  | CITY                       |  | STATE     |  | ZIP               |  |           |  |           |  |      |  |     |  |
| INV oth                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME-LAST, FIRST, MIDDLE<br>VETTER BRIAN CHRISTOPHER  |  | SUFFIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | RACE<br>W                                                                                        |  | SEX<br>M                   |  | AGE<br>23 |  | DOB<br>04/01/1985 |  | HT<br>6.2 |  | WT<br>170 |  | HAIR |  | EYE |  |
| SSN<br>578-11-4004                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | DRIVER'S LIC NO.                                      |  | Student ID<br>0103607                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | TYPE<br>COMMUTER STUDENT                                                                         |  | PHONES<br>M: 443-223-6413; |  |           |  |                   |  |           |  |           |  |      |  |     |  |
| ADDRESS TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | STREET NUMBER                                         |  | STREET NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUITE NUMBER                                                                                     |  | CITY                       |  | STATE     |  | ZIP               |  |           |  |           |  |      |  |     |  |

|                                              |  |                                   |  |                                   |  |                                       |  |
|----------------------------------------------|--|-----------------------------------|--|-----------------------------------|--|---------------------------------------|--|
| REPORTING OFFICER / ID NO<br>MORGAN, JR. 336 |  | DATE AND TIME<br>10/16/2008 08:32 |  | REVIEWED BY<br><i>[Signature]</i> |  | DATE AND TIME<br>10/21/2008 8:29:12AM |  |
|----------------------------------------------|--|-----------------------------------|--|-----------------------------------|--|---------------------------------------|--|

**CLOSED** 336

**POLICE  
INCIDENT REPORT**

|              |                                              |                       |                          |              |                            |                   |       |    |      |     |
|--------------|----------------------------------------------|-----------------------|--------------------------|--------------|----------------------------|-------------------|-------|----|------|-----|
| INV<br>INT   | NAME-LAST, FIRST, MIDDLE<br>WASCAVAGE JOSEPH | SUFFIX                | RACE<br>W                | SEX<br>M     | AGE<br>20                  | DOB<br>03/31/1988 | HT    | WT | HAIR | EYE |
| SSN          | DRIVER'S LIC NO.                             | Student ID<br>0231003 | TYPE<br>COMMUTER STUDENT |              | PHONES<br>M: 240-925-3661; |                   |       |    |      |     |
| ADDRESS TYPE | STREET NUMBER                                | STREET NAME           |                          | SUITE NUMBER | CITY                       |                   | STATE |    | ZIP  |     |

Synopsis:

**Off Campus Housing Visits**

On Thursday, 10/16/08, I visited two off campus residences identified as being occupied by Towson University students. Ms. Carol Galladian, Coordinator - Off Campus Student Services, accompanied me on these visits. We visited the locations because they had been identified by complaints to Judicial Affairs. The complaints concerned the residents at the location playing music loudly and having disorderly parties.

The addresses were:

- 1518 Cottage Lane - rowhouse development
- 16 Skidmore Court - rowhouse development

At Cottage Lane we spoke with two female subjects at the location who were identified as Kathleen Luecke and Kristina Shannon. They are both Towson University students and are members of the university volleyball team. They stated that there are two other subjects that reside at the location, but they were not home at the time of the visit. They stated that they are also members of the volleyball team. They identified them as:

- Alexis Perko
- Madeline Haseltine

I informed Luecke and Shannon that the reason we were visiting the residence was because it had been identified by neighbors as being a location where a loud parties had recently occurred. They stated that they did not have any parties at the location since they moved in at the beginning of this semester. They stated that one evening at the beginning of the semester all of their parents were at the location, but that nothing unusual had occurred on that date. They stated that they had been contacted by the coach of the volleyball team regarding a phone call that he received from Judicial Affairs in reference to this situation. I checked with the Baltimore County Police Department and determined that there had been no calls for service at this location since 8/08 to this date.

Ms. Galladian explained the Off Campus Housing Policy to Luecke and Shannon, and supplied them with literature related to the policy. Ms. Galladian informed them that this visit constituted a first warning under the Off Campus Housing Policy. I informed them that the Baltimore County Police would take appropriate action if they responded to this location for any future complaints, and Judicial Affairs would be notified of any future violations.

We spoke with two male subjects at Skidmore Court who stated that they are Towson University students. They identified themselves as Joseph Wascavage and Steven Plimack. They stated that there are two other subjects that reside at the location, but they were not home at the time of the visit. They identified them as:

|                                              |                                   |                                   |                           |
|----------------------------------------------|-----------------------------------|-----------------------------------|---------------------------|
| REPORTING OFFICER / ID NO<br>MORGAN, JR. 336 | DATE AND TIME<br>10/16/2008 08:32 | REVIEWED BY<br><i>[Signature]</i> | DATE AND TIME<br>10/21/08 |
|----------------------------------------------|-----------------------------------|-----------------------------------|---------------------------|

**CLOSED**

Print Date and Time

10/21/2008 8:29:12AM

Page No.

2



POLICE  
INCIDENT REPORT

Eric Davis  
Brian Vetter

Wascavage stated that both he and Vetter are members of the university lacrosse team. He stated that Vetter and Vetter's father own the residence, and that Vetter is out of the country this semester in the Study Abroad Program. It should be noted that Vetter has been notified about the Off Campus Housing Policy on a previous occasion.

I informed Wascavage and Plimack that we were visiting the location because a complaint had been filed with Judicial Affairs regarding loud and disorderly behavior at this residence. Wascavage and Plimack denied any such incidents and stated that the residents of the adjoining rowhouse seemed to be targeting the students. I informed them that Judicial Affairs may be contacting Vetter for additional sanctions since he was the owner of the location and was residing there during previous notifications.

Ms. Galladian explained the Off Campus Housing Policy to Wascavage and Plimack, and supplied them with literature related to the policy. Ms. Galladian informed them that this visit constituted a first warning under the Off Campus Housing Policy. I informed them that the Baltimore County Police would take appropriate action if they responded to this location for any future complaints, and Judicial Affairs would be notified of any future violations.

I request that copies of this report be forwarded to Judicial Affairs and Campus Life

Entered by 336

|                                             |                                   |                                   |                                     |
|---------------------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|
| REPORTING OFFICER / ID NO<br>MORGAN, JR 336 | DATE AND TIME<br>10/16/2008 08:32 | REVIEWED BY<br><i>[Signature]</i> | DATE AND TIME<br><i>[Signature]</i> |
|---------------------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|

**CLOSED** 336 *[Signature]*

Print Date and Time 10/16/2008 3:22:17PM Page No. 3



**§ 104.3****Limit on extension of nonconforming buildings and uses; exception.**

[Bill No. 124-1991]

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.

410-SSA-

Note - Marks were  
on document upon  
Board's receipt

10/6/10

KRC

**§ 104.4**      **Exception for certain office buildings.**

[Bill Nos. 167-1980; 124-1991]

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.

## ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

- (1) The name of the Limited Liability Company is: Skidmore LLC
- (2) The purpose for which the Limited Liability Company is filed is as follows: Engaging in the business of real estate services.
- (3) The address of the Limited Liability Company in Maryland is 5456 Wingborne Ct., Columbia, Maryland 21045
- (4) The resident agent of the Limited Liability Company in Maryland is Reginald Kenneth Farmer  
whose address is 5456 Wingborne Ct., Columbia, Maryland 21045

(5) Tamar Baloshian

(6) Reginald Kenneth Farmer  
Resident Agent

Authorized Person(s)

## RETURN TO:

Attn: Tamar Baloshian  
LegalZoom.com, Inc.  
7083 Hollywood Blvd., Suite 180  
Los Angeles, CA 90028

CUST ID: 0002136076  
WORK ORDER: 0001579114  
DATE: 05-23-2008 11:28 AM  
AMT. PAID: \$1,379.00

RECEIVED  
DEPARTMENT OF  
ASSESSMENTS & TAXATION  
MAY 20 P 12:10

**NONCONFORMING USE** -- A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use. A specifically named use described by the adjective "nonconforming" is a nonconforming use. [Bill No. 18-1976]



COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND  
Legislative Session 2009, Legislative Day No. 5

Bill No. 17-09

---

Mr. Joseph Bartenfelder, Chairman and Councilmembers Gardina, Moxley & Olszewski  
By Request of County Executive

---

By the County Council, March 2, 2009

---

A BILL  
ENTITLED

AN ACT concerning

Boarding- or Rooming House - Definition and clarification

FOR the purpose of raising the level of ownership interest an individual must have to be considered an owner of a property for purposes of boarding- or rooming house analysis; providing that an individual who lives in a building for a certain amount of time may be considered to reside in a building for purposes of boarding- or rooming house analysis under certain circumstances; providing for the burden of proof under certain circumstances; clarifying the intent of county rental housing law; clarifying a certain term; and generally relating to boarding- or rooming houses.

By repealing and reenacting, with amendments

Section 101, Definition of "Boarding- or rooming house"  
Baltimore County Zoning Regulations

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.  
[Brackets] indicate matter stricken from existing law.  
~~Strike out~~ indicates matter stricken from bill.  
Underlining indicates amendments to bill.

By adding

Section 35-6-103(c)  
Article 35. Buildings and Housing  
Title 6. Rental Housing Licenses  
Baltimore County Code, 2003

1           SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF BALTIMORE  
2 COUNTY, MARYLAND, that Section 101, Definition of "Boarding- or rooming house," of the  
3 Baltimore County Zoning Regulations, is repealed and reenacted, with amendments, to read as  
4 follows:

5       § 101. Definitions

6       BOARDING- OR ROOMING HOUSE:

7       A.    A building:

8           1.       Which is the domicile of the owner and in which rooms with or without meals are  
9 provided, for compensation, to three or more [adult persons] INDIVIDUALS WHO ARE 18 YEARS  
10 OLD OR OLDER AND not related by blood, marriage or adoption to the owner; or

11          2.       Which is not the owner's domicile and which is occupied in its entirety, for  
12 compensation, by three or more [adult persons] INDIVIDUALS WHO ARE 18 YEARS OLD OR  
13 OLDER AND not related to each other by blood, marriage or adoption.

14       B.    The term does not include a hotel, motel, apartment building or a facility for foster care (as  
15 defined in the Family Law Article, Section 5-501(g) of the Annotated Code of Maryland and  
16 COMAR 07.06.16). The term does include a care home (as defined in the Health General Article,  
17 Section 19-307(b) of the Annotated Code of Maryland.)

1 C. For purposes of this definition only, "owner" means [a person] AN INDIVIDUAL who:

2 1. Has more than a [25%] 50% legal or equitable interest in the property; and

3 2. Shares in more than [25%] 50% of the profits or losses derived from the  
4 compensation paid under Paragraph A. of this definition.

5 D. IF AN INDIVIDUAL WHO IS 18 YEARS OLD OR OLDER AND WHO IS NOT  
6 RELATED TO THE OWNER BY BLOOD, MARRIAGE OR ADOPTION RESIDES FOR  
7 MORE THAN 30 DAYS DURING ANY TWELVE-MONTH PERIOD IN A BUILDING  
8 IN WHICH COMPENSATION IS RECEIVED FROM ANY PERSON, THE BUILDING  
9 SHALL BE CONSIDERED THE DOMICILE OF THE INDIVIDUAL FOR PURPOSES OF  
10 THIS DEFINITION.

11 E. THE OWNER OF A BUILDING SHALL HAVE THE BURDEN OF PROVING THAT AN  
12 INDIVIDUAL IS RELATED BY BLOOD, MARRIAGE, OR ADOPTION EITHER TO  
13 THE OWNER OR TO THE OTHER INDIVIDUALS IN THE DOMICILE AS REQUIRED  
14 UNDER PARAGRAPH A.1 OR A.2 OF THIS DEFINITION.

15 SECTION 2. AND BE IT FURTHER ENACTED, that Section 35-6-103(c) is hereby added  
16 to Title 6. Rental Housing Licenses, of Article 35. Buildings and Housing, of the Baltimore County  
17 Code, 2003, as amended, to read as follows:

18 § 35-6-103.

19 (C) THIS TITLE DOES NOT AUTHORIZE THE USE OF A DWELLING AS A  
20 BOARDING OR ROOMING HOUSE, EXCEPT AS AUTHORIZED UNDER THE BALTIMORE  
21 COUNTY ZONING REGULATIONS.

22 SECTION 3. AND BE IT FURTHER ENACTED, that this Act, having passed by the  
23 affirmative vote of five members of the County Council, shall take effect April 19, 2009.

Bill 17-09

Council District(s) All

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**Councilmen Bartenfelder, Gardina and Moxley (By Req.)**

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**Zoning Regulations –  
Boarding or Rooming House Definition and Clarification**

---

Bill 17-09 proposes to amend the definition of a boarding or rooming house in the Zoning Regulations.

The current definition is:

- "A. A building:
  - 1. Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or
  - 2. Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or adoption.
  
- B. The term does not include a hotel, motel, apartment building, or a facility for foster care (as defined in the Family Law Article, Section 5-501(g) of the Annotated Code of Maryland and COMAR 07.06.16). The term does include a care home (as defined in the Health General Article, Section 19-307(b) of the Annotated Code of Maryland).
  
- C. For purposes of this definition only, "owner" means a person who:
  - 1. Has more than a 25% legal or equitable interest in the property; and
  - 2. Shares in more than 25% of the profits or losses derived from the compensation paid under paragraph A. of this definition."



The bill amends the definition to provide that a person who may be considered an "owner" for purposes of the definition must have more than a 50% legal or equitable interest in the property and share in more than 50% of the profits or losses derived. The bill clarifies that persons who live in a building for over 30 days may be considered to reside therein. The bill places on the owner of the property the burden of proving that a person is a relative of the owner or another tenant.

The Department of Permits and Development Management advises that there are currently complaints on file alleging that numerous structures are operating as boarding houses in violation of the law and that only a few structures are currently operating lawfully, i.e., pursuant to a use permit issued under Section 408B of the Zoning Regulations.

With the affirmative vote of five members of the County Council and signature by the Executive, Bill 17-09 will take effect on April 19, 2009.

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

In the Matter of

Civil Citation No. 46307

Stephen Vetter  
Brian Vetter

16 Skidmore Court

Respondents

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 December 9, 2008, for a Hearing on a citation for violations under the Baltimore County Zoning Regulations, Sections 101: Definition of Boarding-or Rooming House, 102.1: Conformance with Regulations, 1B01.1: Applicability and 408B: Boarding-and Rooming Houses in D.R. Zones; and failure to register the property as a rental Code in a D. R. Zone known as 16 Skidmore Court, Baltimore, MD 21204.

On November 25, 2008, pursuant to § 3-6-205, Baltimore County Code, a Code Enforcement citation was issued. The citation was sent to the Respondent by 1<sup>st</sup> class mail to the last known address listed in the Maryland State Tax Assessment files.

The citation proposed a civil penalty of \$6,000.00 (six thousand dollars).

The following persons appeared for the Hearing: Stephen Vetter, Respondent; Edward J. Gillis, attorney for the Respondents; Latoshia Rumsey-Scott, Baltimore County Code Enforcement Officer and Faye Citerone, a representative of the Greater Towson Council of Communities Association.

The Hearing Officer, Rick Wisnom, who presided at the hearing on December 9, 2008, retired effective December 24, 2008, and, as a result, the recorded testimony of all persons appearing at the hearing was heard by the undersigned currently acting Hearing Officer who also reviewed all exhibits presented as well as a hand-delivered letter to Mr. Wisnom dated December 30, 2008, from Stephen Vetter's attorney, Mr. Gillis, and enclosures.

The evidence shows that on the date of the citation, November 25, 2008, the land records of Baltimore County showed the owners of the subject property to be the two Respondents. Section 3-101(a) of the Real Property Article of the Annotated Code of MD states *General rule. Except as otherwise provided in this section, no estate of inheritance or freehold, declaration or limitation of use, estate above seven years, or deed may pass or take effect unless the deed granting it is executed and recorded.* The exceptions are not relevant to the case here. The deed presented by Mr. Gillis shows it was recorded on December 30, 2008; therefore, not until December 30, 2008, did the ownership of the property become effective such that its use by the four occupants here, 3 current owners of interests greater than 25%, as members of the limited liability company, and a cousin, related by blood, ceased to be a Board-Rooming House as defined by Baltimore County. Prior to such time, the uncontested occupation by the four occupants made it a Rooming-Boarding House existing in a D.R. zone. The testimony also revealed that one of the occupants, Brian Vetter, may be being educated abroad and thus may not have been an occupant during the dates of violation; however, I find that the subject property is his primary residence to which he will return and charge him with occupancy during all relevant times.

Although the BEING clause of the current deed shows that the property was conveyed to the Respondents by deed dated June 15, 2005, and the receipt from the MD Dept. of Assessments & Taxation shows that the new owner, 16 Skidmore Court LLC, came into existence on September 11, 2007, the evidence clearly shows that steps to change the ownership of the property began at some time prior to December 30, 2008, such that it's use would no longer fall within the definition of a Boarding- Rooming House.

WHEREFORE, IT IS ORDERED by the Code Enforcement Hearing Officer this 29<sup>th</sup> day January 2009 that a civil penalty be imposed in the amount of \$800.00.

IT IS FURTHER ORDERED that the charge of failing to register the rental property is dismissed, as the deadline for registration was December 31, 2008.

Signed: \_\_\_\_\_  
Donald E. Brand  
Baltimore County Hearing Officer

**NOTICE TO VIOLATOR:** The violator is advised that (1) pursuant to §3-6-206(g)(2) of the Baltimore County Code, the Violator may make written application to the Director of the Department of Permits & Development Management within 10 days to modify or amend this order and (2) pursuant to §3-6-301(a), Baltimore County Code, the Violator may appeal this order to the Baltimore County Board of Appeals within fifteen (15) days from the date of this order. Any such appeal requires the filing of a petition setting forth the grounds for appeal, payment of a filing fee of \$150 and the posting of security to satisfy the penalty assessed.

DEB/jaf



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

In the Matter of

Civil Citation No. 46307

Stephen Vetter  
Brian Vetter

16 Skidmore Court

Respondents

AMENDED FINAL ORDER

This matter came before the Code Enforcement Hearing Officer for the Department of Permits and Development Management on December 9, 2008, for a Hearing on a citation for violations under the Baltimore County Zoning Regulations, Sections 101: Definition of Boarding- or Rooming House, 102.1: Conformance with Regulations, 1B01.1: Applicability and 408B: Boarding- and Rooming Houses in D.R. Zones; and failure to register the property as a rental Code in a D. R. Zone known as 16 Skidmore Court, Baltimore, MD 21204.

Subsequently, the Respondents, by and through their attorney, Edward J. Gillis, had-delivered to Timothy M. Kotroco, Director, Department of Permits & Development Management, a letter on February 3, 2009, requesting a modification or amendment of the Final Order dated January 29, 2009. Mr. Gillis argues that Section 3-201 of the Real Property Article is controlling which section says: *The effective date of a deed is the date of delivery, and the date of delivery is presumed to be the date of the last acknowledgment, if any, or the date stated on the deed, whichever is later. Every deed, when recorded, takes effect from its effective date as against the grantor, his personal representatives, every purchaser with notice of the deed, and every creditor of the grantor with or without notice.* The action brought against the Respondents was for a violation of a zoning regulation not in any way related to the grantor, his Personal Representatives, a purchaser with notice or creditor. The citation dated December 9, 2008, not November 25, 2008 as incorrectly stated in the January 29<sup>th</sup> order, charged the Respondents with violations for the period of September 17, 2008 through November 25, 2008, not through December 9, 2009 as set out, due to the fact that any violation after the date of the citation was speculative. During that time and even up to the date of the hearing no deed had been recorded which changed the ownership interests of the occupants and therefore I do not find Section 3-201 controlling.

Mr. Gillis also argues that even if the property had not been effectively transferred as of September 21, 2007, one of the three occupants was a first cousin of one of the owners, a fact unfortunately not previously recognized by the undersigned Hearing Officer and which was set forth in Mr. Gillis' December 30, 2008, letter, which must be considered as the Hearing Officer, Rick Wisnom, agreed to allow the record to remain open until December 30, 2008 to accept additional information regarding ownership of the property. As a result, there were not three or more persons not related by blood, marriage or adoption to the owner during the violation period discussed above.

WHEREFORE, it is this 4<sup>th</sup> day of February 2009, ordered that the charge of operating a Boarding-Rooming House in the above-entitled matter is dismissed.

Signed: \_\_\_\_\_  
Donald E. Brand  
Baltimore County Hearing Officer

**NOTICE TO VIOLATOR:** The violator is advised that (1) pursuant to §3-6-206(g)(2) of the Baltimore County Code, the Violator may make written application to the Director of the Department of Permits & Development Management within 10 days to modify or amend this order and (2) pursuant to §3-6-301(a), Baltimore County Code, the Violator may appeal this order to the Baltimore County Board of Appeals within fifteen (15) days from the date of this order. Any such appeal requires the filing of a petition setting forth the grounds for appeal, payment of a filing fee of \$150 and the posting of security to satisfy the penalty assessed.

DEB/jaf



**Bill Wiseman - Fw: Council Notes on bill 1709**

---

**From:** Nanci Barker <nancibarker@yahoo.com>  
**To:** <wwiseman@baltimorecountymd.gov>  
**Date:** 3/5/2010 12:21 PM  
**Subject:** Fw: Council Notes on bill 1709

---

The first address did not work, so let me try again.

--- On Fri, 3/5/10, Nanci Barker <nancibarker@yahoo.com> wrote:

From: Nanci Barker <nancibarker@yahoo.com>  
Subject: Council Notes on bill 1709  
To: www.wwiseman@baltimorecountymd.gov  
Cc: nancypivec@aol.com, radcliffepark@comcast.net, fay.citerone@gmail.com, edkilcullen@yahoo.com, andrea.dodge@yemcorp.com  
Date: Friday, March 5, 2010, 12:18 PM

Hello Commissioner Wiseman,

I am following up about any notes from the County Council pertaining to bill 1709 and existing LLC's. The meeting where the public and council interacted was a work session. and minutes are not kept of work sessions. However, I was directed to the the auditor's notes for any additional comments made about the bill, and I found these at <http://resources.baltimorecountymd.gov/Documents/Auditor/fiscal%20notes%202009/webnotes040609.pdf>

Both the prior and current bills define an owner as having an equitable interest AND sharing in the profits or losses in the same percentage as the ownership interest. As you noted during the meeting yesterday, relevant information would be the tax reporting and filings to all of the owners under either the prior or current legislation.

Also the notes include the following statement " The bill clarifies that persons who live in a building for over 30 days may be considered to reside therein." To me this indicates that the intent was always to include long-term 'guests' as residents for zoning purposes. Other Skidmore Court residents presented documentation that includes details about the frequency and length-of-stay of 'guests.'

I will follow-up with the council members to see if any kept notes from the work session.

Thank you for the opportunity to gather input.

Sincerely,

Nanci Barker  
13 Skidmore Court  
410-371-2613

**Bill Wiseman - Fwd: LLC**

---

**From:** John Beverungen  
**To:** Wiseman, Bill  
**Date:** 3/2/2010 11:58 AM  
**Subject:** Fwd: LLC

I assume the party that wants a nonconforming use shoulders the burden of proof to establish same. In that regard, attached is a section of the LLC code that requires a member's withdraw from an LLC to be in writing....so I guess if plaintiff has no evidence of that, he can't carry his burden to show that the membership ever changed?

JB.

John E. Beverungen  
County Attorney  
Baltimore County Office of Law  
400 Washington Avenue  
Towson, Maryland 21204  
(410) 410-887-4420

**Confidentiality Statement**

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>>> <westlaw@westlaw.com> 3/2/2010 11:55 AM >>>

**Westlaw Delivery Summary Report for BEVERUNGEN,JOHN**

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| Citation Text:        | MD CORP & ASSNS s 4A-605             |
| Lines:                | 31                                   |
| Documents:            | 1                                    |
| Images:               | 0                                    |
| Recipient(s):         | jbeverungen@baltimorecountymd.gov    |

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West's Annotated Code of Maryland [Currentness](#)  
Corporations and Associations



[Title 4A. Limited Liability Company Act \(Refs & Annos\)](#)



[Subtitle 6. Membership](#)



## **§ 4A-605. Procedure for withdrawal**

A member may withdraw by giving not less than 6 months' prior written notice to the other members at their respective addresses as shown on the books of the limited liability company, unless:

- (1) The operating agreement provides that the member does not have the right or power to withdraw; or
- (2) The operating agreement specifies another time for or other conditions of withdrawal.

### **CREDIT(S)**

Acts 1992, c. 536.

### **LIBRARY REFERENCES**



[Corporations](#) [172.](#)

Westlaw Key Number Search: 101k172.

[C.J.S. Corporations § 310.](#)

### **RESEARCH REFERENCES**

Encyclopedias

[Maryland Law Encyclopedia Ass'ns, Clubs & Ltd. Liab. Co. § 15, Membership.](#)

MD Code, Corporations and Associations, § 4A-605, MD CORP & ASSNS § 4A-605

The statutes and Constitution are current through all chapters of the 2009 Regular Session of the General Assembly.

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END OF DOCUMENT

## PLEASE RETURN TO:

Robert S. Handzo  
Royston, Mueller, McLean & Reid, LLP  
102 West Pennsylvania Avenue  
Towson, Maryland 21204  
File No. 31146-2

No Consideration  
No Title Examination  
TAX ID NUMBER: 09-02-575090

Deed converting a real estate enterprise to a limited liability company

THIS DEED, made this 21<sup>ST</sup> day of Sept., 2007, by and between Stephen Vetter and Brian Vetter ("Grantors"), and 16 Skidmore Court LLC, a Maryland limited liability company ("Grantee").

This transaction is exempt from all transfer and recordation tax pursuant to Section 12-108(bb) of the Tax Property Article of the Annotated Code of Maryland in that:

- (1) The transfer is for no consideration other than the issuance of membership interests in the Grantee;
- (2) The members of the Grantee are identical to the Grantor;
- (3) Each member's allocation of profits and losses of the Grantee is identical to that member's allocation of the profits and losses of the conveying Grantors; and
- (4) All real property owned by the individual Grantors and used in the conduct of any real estate enterprise is being conveyed to a single limited liability company, Grantee.

WITNESSETH, that pursuant to the above, the Grantors do hereby grant and convey unto the said Grantee, its successors and assigns, all that lot of ground situate, lying and being in Baltimore County, State of Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 14, Block 4, as shown on the Subdivision Plan of Towson Park, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 19, folio 110.

The improvements thereon being known as No. 16 Skidmore Court.

BEING the same property described in a Deed dated June 16, 2005, and recorded among the Land Records of Baltimore County in Liber S.M. No. 22109, folio 361, from Janenne J. Corcoran to Stephen Vetter and Brian Vetter, the Grantors herein.

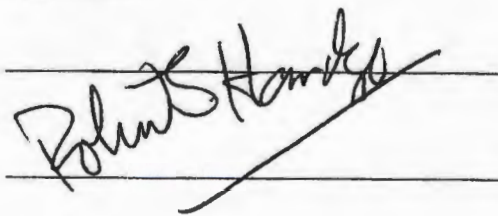
TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

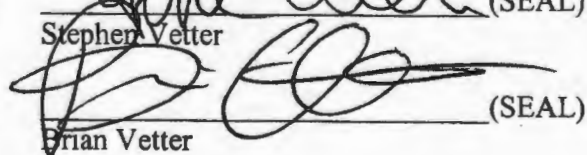
TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantee, its successors and assigns, in fee simple.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

WITNESS:



 (SEAL)  
Stephen Vetter  
 (SEAL)  
Brian Vetter

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21<sup>ST</sup> day of September, 2007, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Stephen Vetter and Brian Vetter, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained as their act and deed.



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

Robert S. Handzo  
Notary Public

My Commission Expires: 12/1/09



The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by or under the supervision of him.

Robert S. Handzo  
Robert S. Handzo

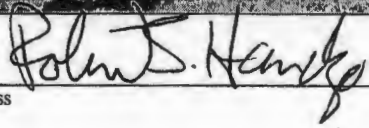
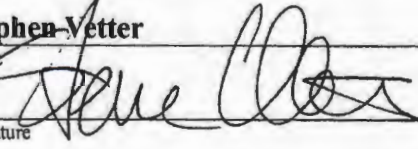
**Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate  
Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

| 1. Transferor Information                   |  |
|---------------------------------------------|--|
| Name of Transferor<br><b>Stephen Vetter</b> |  |

| 2. Reason for Exemption    |                                                                                                                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resident Status</b>     | <input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland.<br><input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. |
| <b>Principal Residence</b> | <input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.                                                                                                                                                          |

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

| 3a. Individual Transferors                                                                     |                                                                                                                                    |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <br>Witness | <b>Stephen Vetter</b><br>Name<br><br>Signature |
| 3b. Entity Transferors                                                                         |                                                                                                                                    |
| Witness/Attest                                                                                 | Name of Entity<br><br>By:<br><br>Name<br><br>Title                                                                                 |

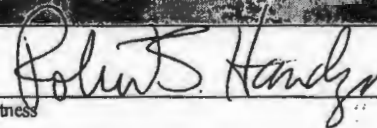
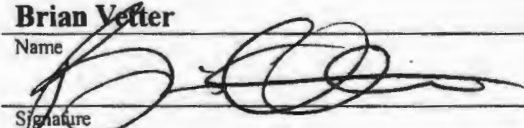
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| 1. Transferor Information |                     |
|---------------------------|---------------------|
| Name of Transferor        | <b>Brian Vetter</b> |

| 2. Reason for Exemption    |                                                                                                                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resident Status</b>     | <input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland.<br><input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. |
| <b>Principal Residence</b> | <input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.                                                                                                                                                          |

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

| 3a. Individual Transferors                                                                     |                                                                                                                                  |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Witness<br> | Name<br><b>Brian Vetter</b><br>Signature<br> |
| 3b. Entity Transferors                                                                         |                                                                                                                                  |
| Witness/Attest<br><br><br><br><br>                                                             | Name of Entity<br><br><br><br>By:<br><br>Name<br><br>Title                                                                       |







**CASE NUMBER: 2010-0133-SPH – RESPONSES TO MOTION FOR RECONSIDERATION**

16 Skidmore Court

Location: NE Side of Skidmore Court; 335 feet NE of the c/l of Radcliff Road.

9<sup>th</sup> Election District, 5<sup>th</sup> Councilmanic District

Legal Owner: 16 Skidmore Court, LLC

| OPPOSE                                                                                                                                            | FAVOR |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Silvia Tudor<br>Villa Maria Continuum<br>2300 Dulaney Valley Road<br>Timonium, MD 21093<br><a href="mailto:studor@cc-md.org">studor@cc-md.org</a> |       |
| Donald W. Kalkman, Jr.<br>8 Winthrop Court<br>Towson, MD 21204                                                                                    |       |
| Sister Evelyn J. Grudza, OSF<br>Sister Michele Kriczky, OSF<br>Genesis House<br>9 Skidmore Court<br>Towson, MD 21204                              |       |
| Susan T. and Herbert B. Shankroff<br>10 Winthrop Court<br>Towson, MD 21204                                                                        |       |
| Kathy Hoatson<br>958 Fairmount Avenue<br>Towson, MD 21204                                                                                         |       |
| Janice Solomon<br>10856 Green Mountain Circle<br>Columbia, MD 21044                                                                               |       |
| Nancy Pivec, President<br>Towson Park Community Association<br><a href="mailto:nancypivec@aol.com">nancypivec@aol.com</a>                         |       |
| Andrea C. Dodge<br>Dorothy Mandell<br>18 Skidmore Court<br>Towson, MD 21204                                                                       |       |
| Edward T. Kilcullen, Jr., President<br>The Greater Towson Council of Community<br>Associations, Inc.<br>P.O. Box 5421<br>Towson, MD 21285         |       |
| Ruth Adams<br>936 Radcliff Road<br>Towson, MD 21204                                                                                               |       |
| Abass Dabirsiaghi<br>10 Skidmore Court<br>Towson, MD 21204                                                                                        |       |

Bill Wiseman - ATTN: Case No. 2010-0133-SPH

---

**From:** "Silvia Tudor" <studor@catholiccharities-md.org>  
**To:** <wwiseman@baltimorecountymd.gov>  
**Date:** 4/28/2010 12:30 PM  
**Subject:** ATTN: Case No. 2010-0133-SPH  
**CC:** <nancypivec@aol.com>

---

April 28, 2010

William J. Wiseman, III, Zoning Commissioner  
Baltimore County Zoning Board  
105 W Chesapeake Avenue, Suite 103  
Towson, MD 21204

RECEIVED  
APR 29 2010  
ZONING COMMISSIONER

ATTN: Case No. 2010-0133-SPH

Dear Mr. Wiseman:

I have been informed that a Motion of Reconsideration has been made regarding the property located at 16 Skidmore Court, Towson, MD 21204.

As a resident homeowner of the Towson Park community, I am respectfully asking you to consider our community health, safety and general welfare in regards to the use of the property mentioned above.

The use of the subject property by an improper number of renters, creates congestion in the roads, overcrowds the land and causes an undue concentration of population in a D.R. zone and it is inconsistent with the subject property's zoning classification and the spirit and intent of the zoning regulations.

The ever increasing problems with student rentals in our community, as Towson University's growth, has been accompanied by more and more students opting for off-campus housing and then ignoring the responsibilities of life in a residential community. The situation at 16 Skidmore Court has been an example of a worst case scenario for our community. We thought that the problem was solved with your recent ruling.

I am confident that a lot of effort and research took on your part to reach your decision and I support your initial ruling.

Sincerely,

Silvia Tudor  
Office Manager  
Villa Maria Continuum  
2300 Dulaney Valley Road  
Timonium, MD 21093-2799  
410-252-4700 x 188  
[studor@cc-md.org](mailto:studor@cc-md.org)

DONALD W. KALKMAN, Jr.  
8 Winthrop Court  
Towson MD 21204-2606  
410-296-2774

RECEIVED

APR 29 2010

ZONING COMMISSIONER

April 27, 2010

William Wiseman Zoning Commissioner  
Baltimore County Zoning Board  
105 W Chesapeake Avenue Suite 103  
Towson MD 21204

ATTN: Case No. 2010-0133-SPH

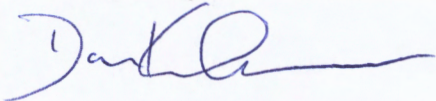
Dear Mr. Wiseman,

As a resident homeowner of the Towson Park community for over 40 years, I have seen the ever increasing problems with student rentals in our community as Towson University's growth has been accompanied by more & more students opting for off-campus housing and then ignoring the responsibilities of life in a residential community. The situation at 16 Skidmore Court has been an example of a worst case scenario for this community. We thought that the problem at that address was solved with your recent ruling.

Now I've been informed that you've been asked to reconsider & reverse your decision. I trust that your reconsideration process will serve to convince you that your original decision in the above referenced case was correct and should be left to stand.

I support your original decision.

Yours truly,



Don Kalkman

GENESIS HOUSE  
9 SKIDMORE COURT  
TOWSON, MD 21204

RECEIVED

APR 26 2010

ZONING COMMISSIONER

William J. Wiseman, III, Esquire  
Zoning Commissioner  
105 West Chesapeake Avenue  
Towson, Maryland 21204-4710

April 24, 2010

RE: 16 Skidmore Ct. LLC  
Case No. 0210-0133-SPH

Dear Mr. Wiseman,

Your letter of April 21, 2010 was received with great dismay. It is difficult for me to understand Mr. Gilliss's arguments put forth in rebuttal to your findings in regard to #16 Skidmore Court.

It seems to me that Mr. Gilliss's statements attempted to find your arguments at fault simply because Mr. Vetter is determined to prove that he had established the LLC prior to the new law of July, 2009. I believe that we have given you many examples of his disregard for the law with the letters, e-mails, etc. that were submitted at the time of the trial.

We strongly urge you to deny his request for a "Request for Reconsideration" on the basis of the facts that were presented at the time of the trial.

Our community does not need a landowner who disregards the laws and even circumvents them when it is convenient for him. I am responding for two of us who have lived on Skidmore Court for the past 13 years.

Respectfully submitted,

*S. Evelyn J. Grudza, OSF*  
*S. Michele Kriczky, OSF*

Sister Evelyn J. Grudza, OSF  
Sister Michele Kriczky, OSF



10 Winthrop Court  
Towson, MD 21204  
April 28, 2110

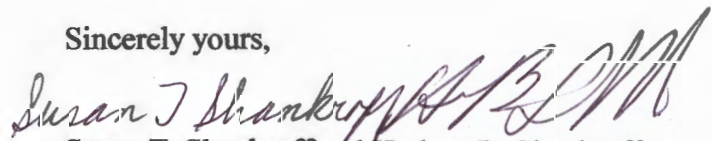
Mr. William Wiseman, Zoning Commissioner  
Baltimore County Zoning Board  
105 W. Chesapeake Avenue, Suite 103  
Towson, MD 21204

Attn: Case No. 210-0133-SPH

Dear Mr. Wiseman:

We urge you to deny the motion for reconsideration of the above captioned case. We believe that your initial ruling is correct. It seems to us that Mr. Vetter, in selling a substantial share of the house at 16 Skidmore Court for one dollar, was gaming the system and attempting to circumvent the rooming house regulations.

Sincerely yours,

  
Susan T. Shankroff and Herbert B. Shankroff

**Mrs. Kathy Hoatson**  
**958 Fairmount Avenue**  
**Towson, Maryland**  
**21204**  
**(410) 828-0362**

**RECEIVED**

**MAY 03 2010**

April 29, 2010

**ZONING COMMISSIONER**

William Wiseman Zoning Commissioner  
Baltimore County Zoning Board  
105 W Chesapeake Avenue Suite 103  
Towson MD 21204

ATTN: Case No. 2010-0133-SPH

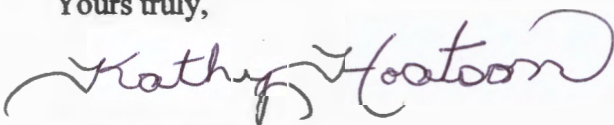
Dear Mr. Wiseman,

As a resident homeowner of the Towson Park community for over 37 years, I have seen the ever increasing problems with unscrupulous landlords who rent to Towson University students and group families in our community. This has been going on for a very long time with Baltimore County turning a blind eye. This increases traffic problems, parking problems, noise problems, and a fire hazards which never existed in all of the years that I have lived in Towson Park. There are two homes on Fairmount Avenue that are being rented by more than 6 to 8 people in them at the present time. We thought that the one problem at 16 Skidmore Court was solved with your recent ruling and that you would continue to look into other residents which are being illegally rented to in the future.

Now, I've been informed that you've been asked to reconsider & reverse your decision. I trust that your reconsideration process will serve to convince you that your original decision in the above referenced case was correct and should be left to stand. Please continue to look into this problem in Towson Park. There are other homes that are being illegally rented.

I support your original decision.

Yours truly,



Kathy Hoatson

X

**Janice Solomon  
10856 Green Mountain Circle  
Columbia, Maryland 21044  
410-730-8987**

April 29, 2010

**William Wiseman Zoning Commissioner  
Baltimore County Zoning Board  
105 W. Chesapeake Avenue, Suite 103  
Towson, Maryland 21204**

**RECEIVED**

**MAY 03 2010**

**ZONING COMMISSIONER**

Re: Case No. 2010-0133-SPH

Dear Mr. Wiseman,

I am writing to you as a concerned friend of Andrea Dodge. I have seen and heard firsthand the problems with the student rental property adjoining Ms. Dodge's house. I am appalled that this is allowed to happen in a residential neighborhood.

It is my hope that you stay with your original decision in the above referenced case.

Yours truly,

Janice Solomon

**Bill Wiseman - 2010-0133-SPH reconsideration.**

---

**From:** <nancypivec@aol.com>  
**To:** <wwiseman@baltimorecountymd.gov>  
**Date:** 5/4/2010 2:47 PM  
**Subject:** 2010-0133-SPH reconsideration.

---

William Wiseman, Zoning Commissioner  
Baltimore County Zoning Board  
105 W. Chesapeake Avenue, Suite 103  
Towson, Md. 21204

ATTN: Case No. 2010-0133-SPH

Dear Commissioner Wiseman,

I am so sorry that you once again have to be bothered with this issue, on which you made the correct decision - to deny. How dare they question your ruling!

I appreciated you seeing the big picture and how allowing the LLC to operate that way, could affect the other 59 rentals in the neighborhood as well as countless rentals in all the neighboring Towson University communities.

We are working hard to keep our neighborhood a residential, family neighborhood and not turning it into the next real estate opportunity!

I feel that our schools are excellent, we have wonderful parks nearby etc, all of which are a huge draw when people look at the houses here.

Again, please stick to your decision, and deny this LLC any more consideration. They've had a nice ride, the boys will be moving and hopefully Mr. Vetter and "Co" will find a nice family to rent that house.

Thanks again for your wise decision.

Nancy Pivec

President

Towson Park Community Corporation



RECEIVED

MAY 05 2010

ZONING COMMISSIONER

ANDREA C. DODGE  
DOROTHY MANDELL  
18 SKIDMORE COURT  
TOWSON, MD 21204

April 30, 2010

William Wiseman Zoning Commissioner  
Baltimore County Zoning Board  
105 W Chesapeake Avenue, Suite 103  
Towson, MD 21204

**Attn.: Case No. 2010-0133-SPH  
16 Skidmore Court**

Dear Mr. Wiseman,

I want to thank you for your recent ruling regarding 16 Skidmore Court. My mother and I were very pleased with your decision.

I purchased my home in 2002. When I moved to Towson Park it was a quiet, clean, family oriented community. Over the years it has drastically changed because of student rentals. When the Vetter's purchased the home next door to me, our lives turned upside down. I could have never imagined the problems I would encounter because of disruptive neighbors. It has been a nightmare; parties, loud music, parking, kids coming and going 24 -7 (flop house), and foul language. As I stated in the hearing, it is Grand Central Station. And contrary to what Mr. Gilliss said in the hearing, the renters do not take care of the property. I should have gotten the records from Code Enforcement, as I know myself and the neighbors behind me have reported over the past several years, loose trash and tall grass. I believe the young boys that Mr. Vetter rents to are too immature to be living on their own and unsupervised.

As a single woman working full time, caring for my elderly mother and a home, I really don't need the stress of dealing with the situation next door. There have been days when I dreaded the thought of coming home to my own house. All we desire is to be able to live in a peaceful dwelling place. This is my home, a home that is affordable to me.

I am sure Mr. Vetter doesn't lose sleep at night because of noisy neighbors. He has been aware of these problems since day one. You would think he would be a little more considerate and sensitive to our situation. He says he needs a lot of renters to be able to pay his mortgage, yet he can afford to retain a lawyer for the past several years.

**Page 2**

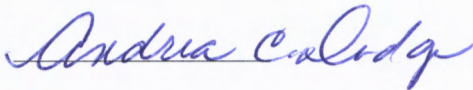
**Case No. 2010-0133-SPH**

**16 Skidmore Court**

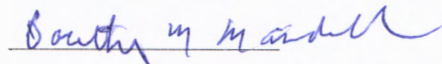
Mr. Wiseman, I know that a lot of time and consideration went into your decision. I feel that Mr. Gillis is trying to drag this out as long as possible and taking every opportunity to delay the final outcome. We hope and pray that you deny the petition for reconsideration and I support your original decision.

Respectfully yours,

Andrea C. Dodge



Dorothy M. Mandell



# *The Greater Towson Council of Community Associations, Inc.*

♦ P.O. Box 5421 ♦ Towson, MD 21285-5421 ♦ [www.gtcca.org](http://www.gtcca.org)

May 7, 2010

Mr. William Wiseman  
Zoning Commissioner  
Jefferson Building  
105 W. Chesapeake Avenue  
Suite 103  
Towson, Maryland 21204

RE: Case number: 2010-0133-SPH  
16 Skidmore Court

Dear Mr. Wiseman:

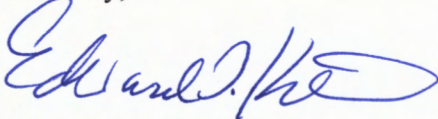
I am writing on behalf of the Greater Towson Council of Community Associations (GTCCA) to request that you deny the Request for Reconsideration submitted by Mr. Edward Gilliss on behalf of his client, Mr. Stephen B. Vetter, in the above-referenced case.

I believe that the many members of the community who provided written and verbal testimony for the 3/4/10 hearing provided sufficient argument and your ruling provided sound legal justification for the denial of the non-conforming use status. It is clear that, rather than simply bringing his property into compliance with County code, Mr. Vetter is sparing no expense in exhausting all legal avenues to allow him to continue the illegal use of this residential property, with no regard for the detrimental impact on neighboring property owners.

The GTCCA stands by its written and verbal testimony and strongly supports your ruling in this case. We urge you to deny the Request for Reconsideration.

Thank you for your diligent work and continued attention to this case.

Sincerely,



Edward T. Kilcullen, Jr.  
President

RECEIVED

MAY 07 2010

ZONING COMMISSIONER

William Wiseman, Zoning Commissioner

Baltimore County Zoning Board  
105 W. Chesapeake Avenue, Suite 103  
Towson, Md. 21204

RECEIVED

MAY 07 2010

ZONING COMMISSIONER

ATTN: Case No. 2010-0133-SPH

Dear Commissioner Wiseman,

I appreciate your concern and diligence regarding Case No. 2010-0133-SPH. I read the decision and whole heartedly approved.

I am writing this rebuttal letter regarding the current motion for reconsideration for that case. I personally feel that this is a legal play to prolong the abuse of zoning violations by this owner and his manufactured co-owners. One specific concept that I found noteworthy regarding this case was the total absence of the other owners of the LLC. Could this have been to avoid them having to answer questions regarding the legitimacy of their ownership? The only owner was the person on record that paid the deposit on the property and was the chief owner—why weren't the other people there? They want consideration when they had so little consideration for the court by providing a partial ownership to the initial case? This injustice and bending the rules to provide a boarding house with a lack of consideration for the court is wrong and was intended I feel to happen to keep the students out of court and away from questions they might answer that would go against their case.

In consideration to the noise violation by the landlord I found a case that has been used to hold landlords responsible for the quiet and comfort of neighbors as well as tenants in noise violation cases. In the case *Bocchini v. Gorn* heard in the Maryland court of special appeals a landmark decision was made where the landlord was held responsible for his breach of the covenant of quite enjoyment. That the material fact was that this landlord had some "measure of control over the offending tenant."

I believe the Case No. 2010-0133-SPH's motion for reconsideration should be denied. This Landlord, turned owner partner, by representing the other owners showed himself to be the primary in charge person who had a measure of control over the behavior of his tenants, now called partial owners, and he violated that over and over again by fighting the Zoning office with loopholes that didn't hold up at the hearing. Now they have had time to reconsider and they probably have shored up some of the leaks to their situation. Who's to say what contrived story they will come up with this time. In the decision made by the zoning commission regarding the LLC this covenant of quiet enjoyment was included. The nature of their LLC was presented. The whole decision took much research on your part and diligence. I believe the decision was extremely well written and detailed the situation exactly as it is and needs no further consideration.

I also feel that the lack of a paper trail for the other "owners" and their own lack of participation in this case reflects how little they have to gain from this case or how truly they are involved. They are but a front for a boarding house. I also found out from someone who looked at the house when it was originally up for sale that it had a mother in law quarter with a kitchen and bath—which is against the zoning if it's being used as an apartment separate from the house when the tenant isn't a relative. That too should be checked out. This neighborhood isn't zoned for apartments in the houses.

I thank you for your time and consideration and excellent job with the work and information you included in your initial decision and I know you will make the right choice for our neighborhood.

Sincerely yours,

Ruth Adams





X

**Abass Dabirsiaghi  
10 Skidmore Court  
Towson MD 21204**

May 5, 2010

William Wiseman Zoning Commissioner  
Baltimore County Zoning Board 105 W Chesapeake Avenue Suite 103  
Towson MD 21204

**ATTN: Case No. 2010-0133-SPH**

Dear Mr. Wiseman,

I want to take this opportunity to thank you for your recent ruling regarding 16 Skidmore Court. I know a lot of time and research went into your decision.

As a resident homeowner of the Towson Park community for 10 years, I have seen the ever increasing problems with student rentals in our community and have become aware of the deterioration taking place in our neighborhood.

I am also very concerned at how these LLC's are created in a residential neighborhood without any notification to the community. In this case, I believe we found out through the Towson Times article. I believe Mr. Vetter is not sensitive to our concerns and his house is simply a business investment.

Towson Park community is a great place to live and we want to keep it that way. We want to be a community that people want to move into because it is a safe and quiet place to live. Therefore, I support your decision and urge that you deny the petition for reconsideration.

Respectfully yours,

Abass Dabirsiaghi

**RECEIVED**

**MAY 07 2010**

**ZONING COMMISSIONER**

Timothy M. Kotroco, Director  
Office of the Director - Permit and Development Management  
County Office Building  
Suite 105  
111 West Chesapeake Avenue  
Towson, Maryland 21204

October 21, 2009

**RE: Case 2010-0133SPH – 16 Skidmore Court, Baltimore, MD**

Mr. Kotroco,

Please notify the following interested parties of all actions and hearings related to this case.

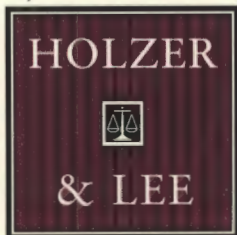
Please also notify the same parties of all hearing results.

|                       |                                         |
|-----------------------|-----------------------------------------|
| Mrs. Fay Citerone,    | 909 Rappaix Court, Baltimore, MD 21286, |
| Sister Evelyn Grudza, | 9 Skidmore Court, Towson, MD 21204      |
| Ms. Andrea Dodge,     | 18 Skidmore Court, Towson, MD 21204     |
| Ms. Nanci Barker      | 13 Skidmore Court, Towson, MD 21204     |
| Mr. Eric Dabirsiaghi  | 10 Skidmore Court, Towson, MD 21204     |
| Ms. Nancy Pivec       | 934 Radcliffe, Towson, MD 21204         |
| Mr. Paul Hartman      | 18 1/2 Cedar Avenue, Towson, MD 21286   |
| Ms. Chris Raborn      | 601 Wilton Rd, Towson, MD 21286         |

Respectfully,

A handwritten signature in dark ink, appearing to read 'Fay Citerone', with a long horizontal flourish extending to the right.

Fay Citerone, treasurer Greater Towson Council of Community Association



LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER  
1907-1989

THOMAS J. LEE  
OF COUNSEL

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508 FAIRMOUNT AVE.

TOWSON, MD 21286

(410) 825-6961

FAX: (410) 825-4923

E-MAIL: JCHOLZER@CAVTEL.NET

November 16, 2010  
#7906

Lawrence M. Stahl, Chairman  
Baltimore County Board of Appeals  
Jefferson Building  
105 West Chesapeake Avenue  
Second Floor, Suite 203  
Towson, Maryland 21204

RE: *Petition for Special Hearing*  
*16 Skidmore Court*  
Case No.: 2010-0133-SPH

Dear Chairman Stahl:

Please be advised that I was retained last evening to represent the following Community Association and individuals, Mr. Edward T. Kilcullen, Jr., President, The Greater Towson Council of Community Associations, Inc., Ms. Nancy E. Pivec, President, Towson Park Community Association, Mr. Paul Hartman, Aigburth Manor Association, Inc., Ms. Fay Citerone, Knollwood-Donnybrook Improvement Association and individuals, Ms. Andrea C. Dodge, 18 Skidmore Court, Sister Michele Kriczky, 9 Skidmore Court and Sister Evelyn Grudza, 9 Skidmore Court.

The case is currently assigned for Tuesday and Wednesday, December 21<sup>st</sup> and 22, 2010. This matter is extremely controversial and legally complicated as indicated by the Zoning Commissioner's Decision, the Petitioner's Motion for Reconsideration and the Zoning Commissioner's ultimate Decision denying the Motion for Reconsideration. In that I was not involved in this matter before the Zoning Commissioner, I respectfully require additional time to prepare for the Legal Argument in this case.

RECEIVED  
NOV 16 2010

BALTIMORE COUNTY  
BOARD OF APPEALS

Lawrence M. Stahl, Chairman  
November 16, 2010  
Page two

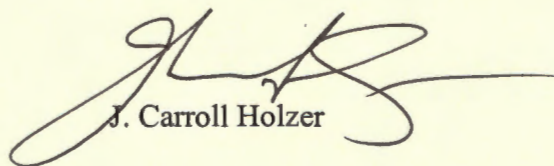
Further, after my meeting with the Community leaders last evening, I have discovered that many witnesses and individuals who participated in the Zoning Commissioner's Hearing will be unable to attend due to the close proximity of December 21<sup>st</sup> and 22, 2010, to Christmas Eve and Christmas Day.

I would therefore, respectfully request a postponement of this matter. I will be out of the office the last week of December and the first week of January.

I will be available later in January at the Board's convenience.

Thank you for your review of this request.

Very truly yours,



J. Carroll Holzer

JCH:mlg

cc: Edward J. Gillis, Esquire



**ROYSTON, MUELLER, McLEAN & REID, LLP**

ATTORNEYS AT LAW

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E. HARRISON STONE  
WILLIAM F. BLUE  
THOMAS F. McDONOUGH  
LAUREL PARETTA REESE\*  
KEITH R. TRUFFER\*  
ROBERT S. HANDZO\*  
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OF COUNSEL  
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STEPHEN C. WINTER  
LISA J. McGRATH

CARROLL W. ROYSTON  
1913-1991

H. ANTHONY MUELLER  
1913-2000

RICHARD A. REID  
1931-2008

\* ALSO ADMITTED IN D.C.

August 31, 2009

**VIA HAND-DELIVERY**

Mr. Timothy M. Kotroco, Director  
Department of Permit and Development Management  
111 West Chesapeake Avenue, Rm. 105  
Towson, Maryland 21204

Re: Petition for Special Hearing  
16 Skidmore Court, Towson, Maryland

Dear Mr. Kotroco:

Enclosed please find a Petition for Special Hearing to be filed in connection with the above-referenced property.

Please contact me to arrange a time and date for a hearing. Thank you for your assistance.

Very truly yours,



Edward J. Gilliss

EJG/sml

Enclosure

cc: Mr. Stephen B. Vetter (w/encl.)





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September 22, 2009

OF COUNSEL

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JAMES L. SHEA, JR.  
MARTHA K. WHITE  
ALICE L. ARCIERI

VIA E-MAIL ([TKOTROCO@BALTIMORECOUNTYMD.GOV](mailto:TKOTROCO@BALTIMORECOUNTYMD.GOV))  
AND REGULAR MAIL

Mr. Timothy M. Kotroco, Director  
Department of Permit and Development Management  
111 West Chesapeake Avenue, Rm. 105  
Towson, Maryland 21204

Re: 16 Skidmore Court, LLC  
16 Skidmore Court  
Towson, Maryland 21204  
Civil Citation No. FA0149449 / CO0066495

2010-0133

Dear Mr. Kotroco:

I enclose with this letter a copy of my August 31, 2009 letter to you regarding the above-captioned matter, as well as a copy of the Petition for Special Hearing which accompanied the letter.

I use this letter to inquire of the status of this matter and to confirm that you do not need any additional information from me. Unless I hear from you to the contrary, I will assume that I am just waiting for the assignment of a date for a hearing before the Hearing Officer.

With this letter, I also advise you that one of my clients, Stephen Vetter, will be out-of-town during the week of September 28. Hence, I request that the week of September 28, 2009 – October 2, 2009 be avoided as schedules are prepared.

I thank you for your cooperation.

Very truly yours,



Edward J. Gilliss

EJG/ges  
Enclosures

cc: Mr. Stephen B. Vetter (w/o encls.)

G:\LITIGATIONS\EJG\Clients\Vetter\Kotroco 09-22-09.doc



**ROYSTON, MUELLER, McLEAN & REID, LLP**

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October 13, 2009

OF COUNSEL

EUGENE W. CUNNINGHAM, JR., P.A.

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**VIA HAND-DELIVERY**

Department of Permit and Development Management  
111 West Chesapeake Avenue, Rm. 105  
Towson, Maryland 21204

Re: 16 Skidmore Court, LLC  
16 Skidmore Court  
Towson, Maryland 21204  
Civil Citation No. FAO149449 / CO0066495

Dear Sirs:

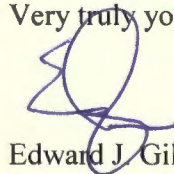
In accordance with my October 6, 2009 telephone conversation with David Duvall of your office, I have made revisions to the Petition for Special Hearing originally delivered to Director Timothy M. Kotroco on September 22, 2009. The change makes clear that the Petition for Special Hearing is to confirm that 16 Skidmore Court, LLC, is a lawful non-conforming use for "boarding or rooming house" purposes consistent with BCZR § 101.1 (definition of boarding or rooming house).

Further, consistent with Mr. Duvall's advice, I enclose with this letter my firm's advance account check payable to Baltimore County in the amount of \$325.00. I understand that, upon your receipt of this letter and upon your receipt of this check, you will return to me the \$100.00 check which accompanied the original filing.

Although I disagree with the County's analysis that 16 Skidmore Court, LLC, is a commercial enterprise and therefore subject to a \$325.00 filing fee as opposed to a residential enterprise subject to a \$65.00 filing fee, I will reserve the right to argue that matter at the time the special hearing is heard.

I thank you for your cooperation.

Very truly yours,



Edward J. Gilliss

EJG/ges

Enclosures

cc: Mr. Stephen B. Vetter (w/encls.)

G:\LITIGATIONS\EJG\Clients\Vetter\PDM 10-08-09.doc



ROYSTON, MUELLER, McLEAN & REID, LLP

ATTORNEYS AT LAW

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TOWSON, MARYLAND 21204

PNC BANK, N.A. 040  
/LAND

30917

15-3/540

30917

AY

Three hundred twenty-five and NO/100

TO THE  
ORDER OF

Baltimore County, Maryland

DATE

AMOUNT

10/08/2009

\$325.00

ROYSTON, MUELLER, McLEAN & REID, LLP

*John S. Hendry*



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ROYSTON, MUELLER, McLEAN & REID, LLP

Baltimore County, Maryland

10/08/2009

30917

| Date      | Reference | Original Amt. | Amt To Pay | Discount | Payment Amt. |
|-----------|-----------|---------------|------------|----------|--------------|
| 10/8/2009 | 31146-1   | 325.00        | 325.00     | 0.00     | 325.00       |

Check Amount

325.00

*GH*

Security Features See Warning Band and Back for Details

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MARTHA K. WHITE  
ALICE L. ARCIERI

November 25, 2009

**Via Hand Delivery**

Mr. Timothy M. Kotroco, Director  
Department of Permit and Development Management  
111 West Chesapeake Avenue, Rm. 105  
Towson, Maryland 21204

Re: 16 Skidmore Court, LLC  
Case No. 0210-0133-SPH  
Hearing Date: December 10, 2009

Dear Mr. Kotroco:

This letter concerns the above-captioned matter and the hearing which has been set for December 10, 2009. For your immediate convenience, a copy of the Notice is attached to this letter.

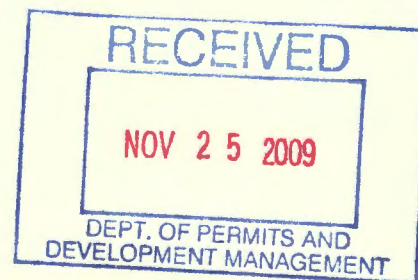
The principal of 16 Skidmore Court, LLC, Stephen Vetter, has advised me that he will be out of the country, on business, in Uruguay on December 10, 2009, and hence, with this letter, I request that this matter be reset for a new hearing date.

Mr. Vetter does advise that he is available between December 16 and December 23, 2009. I am available on December 21 and December 22, 2009.

It is possible for your Office to reset this matter for one of the following dates:

December 21, 2009; or  
December 22, 2009.

I thank you for your cooperation.

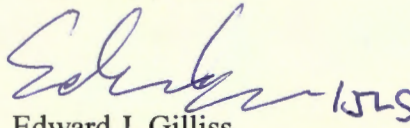


ROYSTON, MUELLER, McLEAN & REID, LLP

Mr. Timothy M. Kotroco, Director  
Department of Permit and Development Management  
Page 2  
November 25, 2009

If you desire or require a more formal request for this matter to be rescheduled, please advise and I will abide by your requirements.

Very truly yours,

  
Edward J. Gilliss

EJG/jls

Enclosures

cc: Zoning Commissioner's Office (w/ encls.) (via hand delivery)  
Mr. Stephen B. Vetter (w/encls.) (via regular mail)

G:\LITIGATIONS\EJG\Clients\Vetter\Wiseman 11-25-09.doc



**ROYSTON, MUELLER, McLEAN & REID, LLP**

ATTORNEYS AT LAW

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February 2, 2010

OF COUNSEL

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BRADFORD G.Y. CARNEY

STEPHEN C. WINTER

LISA J. McGRATH

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1913-1991

H. ANTHONY MUELLER

1913-2000

RICHARD A. REID

1931-2008

\* ALSO ADMITTED IN D.C.

R. TAYLOR McLEAN  
E. HARRISON STONE  
WILLIAM F. BLUE  
THOMAS F. McDONOUGH  
LAUREL PARETTA REESE\*  
KEITH R. TRUFFER\*  
ROBERT S. HANDZO\*  
EDWARD J. GILLISS  
TIMOTHY J. OURSLER  
ROBERT G. BLUE  
CRAIG P. WARD  
LEANNE M. SCHRECENGOST

DAVID F. LUBY  
JONATHAN M. HERBST  
JAMES L. SHEA, JR.  
MARTHA K. WHITE  
ALICE L. ARCIERI

**Via Hand Delivery**

Department of Permits and Development Management  
111 West Chesapeake Avenue, Rm. 105  
Towson, Maryland 21204

Re: 16 Skidmore Court, LLC  
Case No. 0210-0133-SPH  
Hearing Date: December 10, 2009

Dear Sirs:

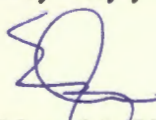
Enclosed with this letter is a copy of my October 13, 2009 letter to the Department of Permits and Development Management, as well as a copy of the Petition for Special Hearing which accompanied that letter and a copy of the \$325.00 check, which was required for filing.

Consistent with Deputy Director Mike Mohler's January 27, 2010 e-mail to me, I understand that there is no need for a second filing fee in order for Kristen Matthews to set this matter for hearing on an agreed date in March 2010. I thank you for your cooperation in that regard.

I look forward to receiving formal confirmation from Kristen Matthews or from the Zoning Commissioner's Office of the date in March 2010 for the hearing.

In the meantime if you have any comments or questions, or otherwise wish to discuss this matter, please telephone me.

Very truly yours,



Edward J. Gilliss

EJG/ges

cc: Mr. Stephen B. Vetter  
Mr. Mike Mohler, Deputy Director (w/encl.)

G:\LITIGATIONS\EJG\Clients\Vetter\PDM 02-01-10.doc





**From:** "Edward J. Gilliss" <egilliss@rmmr.com>  
**To:** Mike Mohler <mmohler@baltimorecountymd.gov>  
**Date:** 12/2/2009 9:18 AM  
**Subject:** 16 Skidmore  
**Attachments:** 20091202091503235.pdf

---

Mike,

Attached is a copy of the postponement request hand delivered to Tim Kotroco on November 25<sup>th</sup>.

You were also copied on emails between me and Mr. Kotroco on November 30<sup>th</sup> confirming the December 10<sup>th</sup> postponement. If you desire copies of those emails, please advise and I will forward them to you.

I will appreciate it if you, Kristen Matthews and I confirm scheduling availabilities before this matter is re-set for a hearing since scheduling involves the expense of Jeffersonian notice and sign posting.

Mr. Vetter and I look forward to meeting with you on the morning of December 17, 2009.

Thanks.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

Debbie,  
Here is an email which confirms the postponement of this week's hearing.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

---

**From:** Mike Mohler [mailto:[mmohler@baltimorecountymd.gov](mailto:mmohler@baltimorecountymd.gov)]  
**Sent:** Wednesday, December 02, 2009 10:50 AM  
**To:** Kristen Matthews; Edward J. Gilliss  
**Subject:** Re: 16 Skidmore

Thanks Ed I have delivered to Kristen this morning.

Kristen, please let Ed know, and copy me, the next available date for a hearing. If it's possible could you give Ed a selection of dates as his client is frequently out of town. Then Ed can confirm with both of us and we'll all be on the same sheet of paper.  
Thanks

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Edward J. Gilliss" <[egilliss@rmmr.com](mailto:egilliss@rmmr.com)> 12/2/2009 9:18 AM >>>  
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Thanks.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330

**Carl Richards - 16 Skidmore Ct.**

---

**From:** Mike Mohler  
**To:** Carl Richards  
**Date:** 10/6/2009 3:41 PM  
**Subject:** 16 Skidmore Ct.

---

Carl, the case number is: CO-0066495- rooming and boarding violation  
if you need more info. let me know

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

Item # 0133



**From:** "Edward J. Gilliss" <egilliss@rmmr.com>  
**To:** "jsanders@baltimorecountymd.gov" <jsanders@baltimorecountymd.gov>  
**Date:** 10/22/2009 3:34 PM  
**Subject:** 16 Skidmore Court LLC

*Kristen*

Julie,

My client advises that he will be unavailable for a hearing on most dates prior to November 15th. I have not yet received a hearing date, and might not for some time, but I wanted to ask that the time before 11/15 be avoided if possible.

Thanks.

Ed Gilliss

-----  
Sent using BlackBerry

**From:** Debra Wiley  
**To:** Mohler, Mike  
**Date:** 11/30/2009 1:08 PM  
**Subject:** Re: 16 Skidmore

Kristen Matthews in the Zoning Review Office is the scheduler for zoning cases. By copy of this email, Kristen should advise you when it is rescheduled.

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

>>> Mike Mohler 11/30/2009 9:52 AM >>>

I have received communication from Ed Gillis requesting the hearing for the matter be reset for December 21 or 22, 2009. Please let us know when the date is firm.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

**CC:** Matthews, Kristen; Wiseman, Bill

**Kristen Matthews - RE: 16 Skidmore**

---

**From:** "Edward J. Gilliss" <egilliss@rmmr.com>  
**To:** Kristen Matthews <kmatthews@baltimorecountymd.gov>  
**Date:** 1/28/2010 10:32 AM  
**Subject:** RE: 16 Skidmore  
**CC:** Mike Mohler <mmohler@baltimorecountymd.gov>

---

Kristen,

Does this mean that you want me to give you potential dates in March?

If so, I will get right on the assignment.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

---

**From:** Kristen Matthews [mailto:kmatthews@baltimorecountymd.gov]  
**Sent:** Thursday, January 28, 2010 8:59 AM  
**To:** Edward J. Gilliss  
**Subject:** RE: 16 Skidmore

Mr. Gillis,

After reviewing the calendar, February does not allow ample enough time for posting and advertising requirements to be met. So I would like to get availability for yourself and other necessary parties involved so that the hearing can be scheduled at a time that would be convenient for everyone. As soon as I get the dates, I will work around what you provide and give a date to case asap.

>>> "Edward J. Gilliss" <egilliss@rmmr.com> 1/27/2010 5:35 PM >>>

Kristen,

Is there a window of time that I should look at to give you my availability? February? March?

Thanks.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

---

**From:** Mike Mohler [mailto:[mmohler@baltimorecountymd.gov](mailto:mmohler@baltimorecountymd.gov)]  
**Sent:** Wednesday, January 27, 2010 3:02 PM  
**To:** Edward J. Gilliss  
**Cc:** Jennifer Frankovich; Kristen Matthews; Timothy Kotroco  
**Subject:** RE: 16 Skidmore

Ed, spoke with Tim this afternoon. Since you had paid a filing fee before, but never had the hearing, Tim is waiving the fee for this hearing(if our information is correct). However you must pay the advertising fee. Please send Kristen a note with possible hearing dates.

Kristen, please set this in ASAP and copy all when that date is set.

ThankYou

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Edward J. Gilliss" <[egilliss@rmmr.com](mailto:egilliss@rmmr.com)> 1/26/2010 3:58 PM >>>

Mike,



Have you gotten some potential dates from Kristen that I can run by my calendar and by Mr. Vetter's travel schedule?

I, too, would like to have this matter resolved.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

---

**From:** Mike Mohler [mailto:[mmohler@baltimorecountymd.gov](mailto:mmohler@baltimorecountymd.gov)]  
**Sent:** Monday, January 25, 2010 1:55 PM  
**To:** Edward J. Gilliss  
**Subject:** RE: 16 Skidmore

I going on advice of Counsel- please start the process to expedite- I'll talk to Kristen today- maybe you can handle w/out Vetter

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Edward J. Gilliss" <[egilliss@rmmr.com](mailto:egilliss@rmmr.com)> 1/25/2010 1:52 PM >>>

Mike,

What did Ms. Ferguson say? Can't she review and decide that enforcement is inappropriate?

Assuming that such has been rejected, I will now contact Mr. Vetter, get dates that he will be in the country, and then ask Kristen Matthews to schedule around the date availability.

Call me if you wish to discuss.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

---

**From:** Mike Mohler [mailto:[mmohler@baltimorecountymd.gov](mailto:mmohler@baltimorecountymd.gov)]  
**Sent:** Monday, January 25, 2010 12:17 PM  
**To:** Edward J. Gilliss  
**Cc:** Timothy Kotroco  
**Subject:** RE: 16 Skidmore

We thought we had this settled but on advice from counsel please schedule a hearing in front of the Zoning Commissioner. Let's both try to manage this process to put the hearing on a fast track.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Edward J. Gilliss" <[egilliss@rmmr.com](mailto:egilliss@rmmr.com)> 1/13/2010 2:12 PM >>>

Mike,

My client must be traveling. I have asked for dates and invited a discussion about the two alternative forums for resolution. I have not heard back as of yet. Please allow me a little more time to hear from Mr. Vetter.

In the meantime, may I have a brief meeting with you and Mr. Kotroco to understand your vision of a proceeding before Meg Ferguson? I am available tomorrow a.m. if that works for you two.

Thanks.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

---

**From:** Mike Mohler [mailto:[mmohler@baltimorecountymd.gov](mailto:mmohler@baltimorecountymd.gov)]  
**Sent:** Wednesday, January 13, 2010 11:52 AM  
**To:** Edward J. Gilliss  
**Cc:** Timothy Kotroco  
**Subject:** 16 Skidmore

Ed I really don't want this to continue to sit in limbo I'm getting heat from the community to settle this as the community is complaining about unruly behavior again. I must get this in front of Meg, please give me a date in the near future that fits your and Mr. Veters schedule.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

**Kristen Matthews - Re: 16 Skidmore**

---

**From:** Mike Mohler  
**To:** Edward J. Gilliss; Kristen Matthews  
**Date:** 12/2/2009 10:49 AM  
**Subject:** Re: 16 Skidmore

---

Thanks Ed I have delivered to Kristen this morning.

Kristen, please let Ed know, and copy me, the next available date for a hearing. If it's possible could you give Ed a selection of dates as his client is frequently out of town. Then Ed can confirm with both of us and we'll all be on the same sheet of paper.

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Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

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Mr. Vetter and I look forward to meeting with you on the morning of December 17, 2009.

Thanks.

Ed Gilliss

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(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)



**Debra Wiley - FW: 16 Skidmore**

---

**From:** "Edward J. Gilliss" <egilliss@rmmr.com>  
**To:** Debra Wiley <dwiley@baltimorecountymd.gov>  
**Date:** 12/7/2009 9:35 AM  
**Subject:** FW: 16 Skidmore

---

Debbie,  
Here is an email which confirms the postponement of this week's hearing.

Ed Gilliss

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(v) 410 823 1800  
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(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

---

**From:** Mike Mohler [mailto:[mmohler@baltimorecountymd.gov](mailto:mmohler@baltimorecountymd.gov)]  
**Sent:** Wednesday, December 02, 2009 10:50 AM  
**To:** Kristen Matthews; Edward J. Gilliss  
**Subject:** Re: 16 Skidmore

Thanks Ed I have delivered to Kristen this morning.

Kristen, please let Ed know, and copy me, the next available date for a hearing. If it's possible could you give Ed a selection of dates as his client is frequently out of town. Then Ed can confirm with both of us and we'll all be on the same sheet of paper.  
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Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

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(v) 410 823 1800  
(f) 410 583 5330  
(e) [egilliss@rmmr.com](mailto:egilliss@rmmr.com)

**From:** Debra Wiley  
**To:** Matthews, Kristen; Wheatley, Rebecca  
**Date:** 2/1/2010 2:15 PM  
**Subject:** 2010-0133-SPH  
**Attachments:** MEMO-KristenMatthews-2010-0133-SPH-ReturnFile.doc

Hi there,

Please find attached the "latest" that I had in the system about the above.

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

CASE NO.: 10-133-SPH

16 SKIDMORE COURT, LLC  
16 SKIDMORE COURT

9<sup>TH</sup> E; 5<sup>TH</sup> C

(SEE ADDRESS DOCUMENT FOR PARTIES)

Re: Petition for Special Hearing to approve a non-conforming use for a "boarding or rooming house" at the subject property by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland Limited Liability Company and became legal owner of the subject property prior to the effective date of County Council Bill No: 17-09.

---

4/2/10 Findings of Fact and Conclusions of Law issued by the Zoning Commissioner wherein the requested relief was DENIED and it was further ordered that Petitioner have 4 months to cease the use of the property for the purposes of a boarding or rooming house.

5/11/10 Order on Motion for Reconsideration issued by Zoning Commissioner, DENYING the Motion for Reconsideration.

---

**NOTE**

**THIS APPEAL WAS FILED ON JUNE 4, BUT THE BOARD DID NOT RECEIVE  
THE APPEAL UNTIL OCTOBER 5  
4 MONTHS AFTER THE APPEAL WAS FILED.**

Various discussions regarding the scheduling of this matter. Agreed date of December 21 and 22, 2010.

11/4/10 Hearing scheduled for December 21 and 22, 2010 by agreement of Counsel. Notices sent to all parties / SEE ADDRESS DOCUMENT. Board notified.

11/16/10 Received notification from Mr. Holzer that he had been retained as Counsel. Requested PP. Spoke to PC and Mr. Holzer – dates of 1/26; 1/27/ and 2/1 are okay.

11/18/10 Spoke to Mr. Gillis re: dates – he will get back to me.

11/26/10 LM for Mr. Gillis that I would like to get the notice out on Monday. Please advise re: dates.



PAGE 2

CASE NO.: 10-133-SPH

16 SKIDMORE COURT, LLC

16 SKIDMORE COURT

9<sup>TH</sup> E; 5<sup>TH</sup> C

(SEE ADDRESS DOCUMENT FOR PARTIES)

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**NOTE**

**THIS APPEAL WAS FILED ON JUNE 4, BUT THE BOARD DID NOT RECEIVE  
THE APPEAL UNTIL OCTOBER 5  
4 MONTHS AFTER THE APPEAL WAS FILED.**

11/29/10 Spoke to Mr. Gillis and he has not heard from his client. He suggested to go ahead and schedule; he advised that he was currently open on those dates; however, he was not sure if his client was going to go forward with the appeal.

Matter pp and re-assigned to 1/26; 1/27 and February 1, 2011 @ 10;

Notices sent to all the parties. Board notified.

12/3/10 Received Hand Delivered letter from Mr. Gillis dismissing the appeal.

12/6/10 Prepared the Order for signature.

Capital Contributors - what value have these persons contributed to the LLC

- what is members share of profits and losses

Member = Person with an interest in LLC as specified in the operating agreement (4A-604)

## Articles of Organization

4A-602 - Interest in a limited liability Company is MEMBERS - Personal Property

4A-605 - Withdraw of member -  
+ 6 mo notice  
+ as operating agreement provides

Subsection - 4A-911

failure to pay taxes =  
loss of Right to do  
business and right to  
use name ??

the tenants



CASE NAME 16 Skidmore Ct LLC  
CASE NUMBER 10 0133 SPH  
DATE 3-4-10

[illegible]

PLEASE PRINT CLEARLY

 CASE NAME 16 Skidmore Ct  
 CASE NUMBER 290-033-SPH  
 DATE 3-4-10
**CITIZEN'S SIGN-IN SHEET**

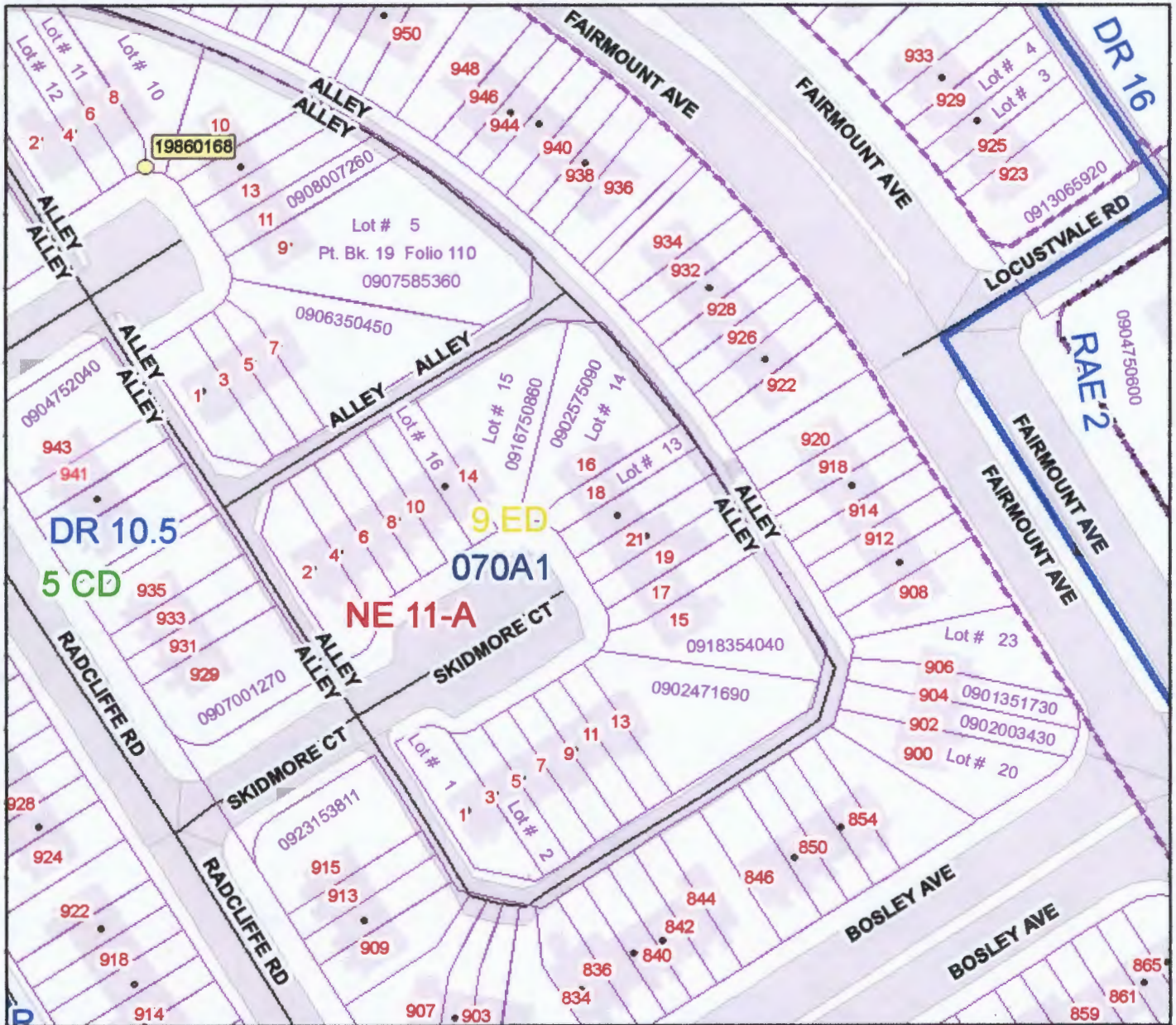
| NAME                 | ADDRESS                | CITY, STATE, ZIP    | E-MAIL                  |
|----------------------|------------------------|---------------------|-------------------------|
| Ed Kilcullen         | 100 Maryland Ave       | Towson, MD 21286    | ed@gteca.org            |
| ANDREA C. Dodge      | 18 SKIDMORE CT         | TOWSON MD 21204     | ANDREA.DODGE@YANCAP.COM |
| NANCY E. PIVEC       | 934 RADCLIFFE RD       | TOWSON MD 21204     | nancypivec@aol.com      |
| Ellis Rios Winter    | 9 Wilfred Ct.          | Towson 21204        | ellis804@comcast.net    |
| Ruth M. Adams        | 936 Radcliffe Rd       | TOWSON 21204        | jotomoteh@yahoo.com     |
| Dick Parsons         | 412 Woodbine Ave       | Towson 21207        | RParsons@BcPL.net       |
| Dorothy M. Mandell   | 1851 1/2 4th Ave Ct    | Towson 21204        |                         |
| Janece Solomon       | 10856 Green Mt. Circle | Columbia, MD 21044  | concerned friend        |
| Sr Michele Krietzky  | 9 Skidmore Ct          | Towson, MD 21204    | genesish@verizon.net    |
| Sister Emelyn Grady  | 9 Skidmore Ct          | Towson, MD 21204    | genesish@verizon.net    |
| Susan Shankroff      | 10 Winthrop Ct         | Towson MD 21204-266 | shshankroff@cavtel.net  |
| Cynthia Sommer       | 200 Gaywood Rd         | Baltimore, MD 21212 | csommermd@yahoo.com     |
| James Cox            | 65 E. Burke ave.       | Towson MD 21286     | borntoluth@verizon.net  |
| Mary-Louise Stenchly | 63 Aigburth Avenue     | Towson, MD 21286    | MLSTENCHLY@VERIZON.NET  |
| Paul Hartman         | 18 1/2 Cedar Ave       | Balt. MD 21286      | paul@dirtylinea.com     |
| Fay Citerone         | 909 Rappax Ct          | TOWSON, MD 21286    | Fay.Citerone@gmail.com  |
| Peggy Squitieri      | RRLRAIA P.O Box 204    | Riderwood MD 21139  | RRLRAIA@Comcast.net     |
| Susan Vaupel         | 900 Fairway Drive      | Towson, MD 21286    | sue.vaupel@gmail.com    |
| Erik Cloyd           | 300 Oak Lane Ct        | Towson, MD 21286    | erik.cloyd@verizon.net  |
| Chris Rabern         | 601 Wilton Rd,         | Towson, MD 21286    | chris.rabern@gmail.com  |



CASE NAME 16 Skidmore Ct Ise  
CASE NUMBER 2010-0133-SPH  
DATE 3-4-10

[illegible]

# 16 Skidmore Court



Publication Date: October 05, 2009  
 Publication Agency: Department of Permits & Development Management  
 Projection/Datum: Maryland State Plane,  
 FIPS 1900, NAD 1983/91 HARN, US Foot



100 0 100  
 Feet  
 1 inch equals 100 feet

Item # 0133





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

[Go Back](#)  
[View Map](#)  
[New Search](#)

**Account Identifier:** District - 09 Account Number - 0902575090

**Owner Information**

**Owner Name:** 16 SKIDMORE COURT LLC **Use:** RESIDENTIAL  
**Mailing Address:** 1749 BROADLEE TRL **Principal Residence:** NO  
 ANNAPOLIS MD 21401-6603 **Deed Reference:** 1) /27528/ 500  
 2)

**Location & Structure Information**

**Premises Address** **Legal Description**  
 16 SKIDMORE CT 16 SKIDMORE CT NS  
 TOWSON PARK

| Map | Grid | Parcel | Sub District | Subdivision | Section | Block | Lot | Assessment Area | Plat No:          |
|-----|------|--------|--------------|-------------|---------|-------|-----|-----------------|-------------------|
| 70  | 2    | 796    |              |             |         | 4     | 14  | 2               | Plat Ref: 19/ 110 |

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

| Primary Structure Built | Enclosed Area | Property Land Area | County Use |
|-------------------------|---------------|--------------------|------------|
| 1955                    | 1,320 SF      | 5,760.00 SF        | 04         |
| Stories                 | Basement      | Type               | Exterior   |
| 2                       | YES           | END UNIT           | BRICK      |

**Value Information**

|                           | Base Value | Value As Of | Phase-In Assessments |                  |
|---------------------------|------------|-------------|----------------------|------------------|
|                           |            | 01/01/2008  | As Of 07/01/2009     | As Of 07/01/2010 |
| <b>Land</b>               | 44,000     | 80,000      |                      |                  |
| <b>Improvements:</b>      | 102,360    | 150,190     |                      |                  |
| <b>Total:</b>             | 146,360    | 230,190     | 202,246              | 230,190          |
| <b>Preferential Land:</b> | 0          | 0           | 0                    | 0                |

**Transfer Information**

|                                   |                           |                         |
|-----------------------------------|---------------------------|-------------------------|
| <b>Seller:</b> VETTER STEPHEN     | <b>Date:</b> 12/30/2008   | <b>Price:</b> \$0       |
| <b>Type:</b> NOT ARMS-LENGTH      | <b>Deed1:</b> /27528/ 500 | <b>Deed2:</b>           |
| <b>Seller:</b> CORCORAN JANENNE J | <b>Date:</b> 06/24/2005   | <b>Price:</b> \$225,000 |
| <b>Type:</b> NOT ARMS-LENGTH      | <b>Deed1:</b> /22109/ 361 | <b>Deed2:</b>           |
| <b>Seller:</b> LEMIEUX ALBERT     | <b>Date:</b> 09/28/1993   | <b>Price:</b> \$105,500 |
| <b>Type:</b> IMPROVED ARMS-LENGTH | <b>Deed1:</b> /10037/ 23  | <b>Deed2:</b>           |

**Exemption Information**

| Partial Exempt Assessments | Class | 07/01/2009 | 07/01/2010 |
|----------------------------|-------|------------|------------|
| <b>County</b>              | 000   | 0          | 0          |
| <b>State</b>               | 000   | 0          | 0          |
| <b>Municipal</b>           | 000   | 0          | 0          |

**Tax Exempt:** NO  
**Exempt Class:**

**Special Tax Recapture:**  
 \* NONE \*

**Maryland Department of Assessments and Taxation****Taxpayer Services Division**

301 West Preston Street W Baltimore, MD 21201 (2007 vw3.1)

[Main Menu](#) | [Security Interest Filings \(UCC\)](#) | [Business Entity Information](#)  
([Charter/Personal Property](#)) [New Search](#) | [Rate Stabilization Notices](#) | [Get Forms](#) | [Certificate of Status](#) | [SDAT Home](#)

**Taxpayer Services Division****Entity Name: 16 SKIDMORE COURT LLC****Dept ID #: W12120739****General Information   Amendments   Personal Property   Certificate of Status**

**Principal Office (Current):** 1749 BROADLEE TRAIL  
ANNAPOLIS, MD 21401

**Resident Agent (Current):** ROBERT S. HANDZO  
102 W. PENNSYLVANIA AVE.  
STE.600  
TOWSON, MD 21204

**Status:** **ACTIVE**

**Good Standing:** No

**Business Code:** Other

**Date of Formation or Registration:** 09/11/2007

**State of Formation:** MD

**Stock/Nonstock:** N/A

**Close/Not Close:** Unknown

*Not Paying Personal Property Tax  
OPERATING AGREEMENT*

**Link Definition**

|                              |                                                                      |
|------------------------------|----------------------------------------------------------------------|
| <b>General Information</b>   | General information about this entity                                |
| <b>Amendments</b>            | Original and subsequent documents filed                              |
| <b>Personal Property</b>     | Personal Property Return Filing Information and Property Assessments |
| <b>Certificate of Status</b> | Get a Certificate of Good Standing for this entity                   |





**Maryland Department of Assessments and Taxation**  
**ANNE ARUNDEL COUNTY**  
**Real Property Data Search** (2007 vw5.1d)

[Go Back](#)  
[View Map](#)  
[New Search](#)

**Account Identifier:** District - 02 Subdivision - 240 Account Number - 12483800

**Owner Information**

**Owner Name:** VETTER, STEPHEN G **Use:** RESIDENTIAL  
 VETTER, TERESA M **Principal Residence:** YES  
**Mailing Address:** 1749 BROADLEE TRL **Deed Reference:** 1) / 3971/ 11  
 ANNAPOLIS MD 21401-6603 2)

**Location & Structure Information**

**Premises Address** **Legal Description**  
 1749 BROADLEE TRL LTS 1 2 3 BK 14 SC A  
 ANNAPOLIS 21401 1749 BROADLEE TRL  
 EPPING FOREST

| Map | Grid | Parcel | Sub District | Subdivision | Section | Block | Lot | Assessment Area | Plat No:        |
|-----|------|--------|--------------|-------------|---------|-------|-----|-----------------|-----------------|
| 45  | 3    | 41     |              | 240         | A       | 14    | 1   | 2               | Plat Ref: 1/ 39 |

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

| Primary Structure Built | Enclosed Area | Property Land Area | County Use |
|-------------------------|---------------|--------------------|------------|
| 1928                    | 3,162 SF      | 6,898.00 SF        |            |

| Stories | Basement | Type          | Exterior |
|---------|----------|---------------|----------|
| 2       | NO       | STANDARD UNIT | FRAME    |

**Value Information**

|                           | Base Value | Value      | Phase-in Assessments |            |
|---------------------------|------------|------------|----------------------|------------|
|                           |            | As Of      | As Of                | As Of      |
|                           |            | 01/01/2008 | 07/01/2009           | 07/01/2010 |
| <b>Land</b>               | 340,720    | 290,860    |                      |            |
| <b>Improvements:</b>      | 202,220    | 294,270    |                      |            |
| <b>Total:</b>             | 542,940    | 585,130    | 571,066              | 585,130    |
| <b>Preferential Land:</b> | 0          | 0          | 0                    | 0          |

**Transfer Information**

|                      |                          |                   |
|----------------------|--------------------------|-------------------|
| <b>Seller:</b>       | <b>Date:</b> 10/24/1985  | <b>Price:</b> \$0 |
| <b>Type:</b> UNKNOWN | <b>Deed1:</b> / 3971/ 11 | <b>Deed2:</b>     |
| <b>Seller:</b>       | <b>Date:</b>             | <b>Price:</b>     |
| <b>Type:</b>         | <b>Deed1:</b>            | <b>Deed2:</b>     |
| <b>Seller:</b>       | <b>Date:</b>             | <b>Price:</b>     |
| <b>Type:</b>         | <b>Deed1:</b>            | <b>Deed2:</b>     |

**Exemption Information**

| Partial Exempt Assessments | Class | 07/01/2009 | 07/01/2010 |
|----------------------------|-------|------------|------------|
| County                     | 000   | 0          | 0          |
| State                      | 000   | 0          | 0          |
| Municipal                  | 000   | 0          | 0          |

**Tax Exempt:** NO **Special Tax Recapture:**  
**Exempt Class:** \* NONE \*

Case No.: 2010-0133-SPH 16 SKIDMORE COURT

Exhibit Sheet

Petitioner/Developer

Protestant

|        |                                 |                                                                        |
|--------|---------------------------------|------------------------------------------------------------------------|
| No. 1  | Petitioners Legal<br>Memorandum | ANDREA C. DODGE<br>Assembly of -emails, Photo's & Correspondence       |
| No. 2  | Site Plan                       | LETTERS IN OPPOSITION<br>RECEIVED BY ZONING COM. OFFICE                |
| No. 3  | Rent Roll                       | SISTER EVELYN GRUDZA'S<br>Historical Records Pertaining to 16 Skidmore |
| No. 4  |                                 |                                                                        |
| No. 5  |                                 |                                                                        |
| No. 6  |                                 |                                                                        |
| No. 7  |                                 |                                                                        |
| No. 8  |                                 |                                                                        |
| No. 9  |                                 |                                                                        |
| No. 10 |                                 |                                                                        |
| No. 11 |                                 |                                                                        |
| No. 12 |                                 |                                                                        |



**CASE NUMBER: 2010-0133-SPH**

16 Skidmore Court

Location: NE Side of Skidmore Court; 335 feet NE of the c/l of Radcliff Road.

9<sup>th</sup> Election District, 5<sup>th</sup> Councilmanic District

Legal Owner: 16 Skidmore Court, LLC

**SPECIAL HEARING:** 16 Skidmore Court as a lawful non-conforming use for "boarding or rooming house" purpose consistent with B.C.Z.R. Section 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above referenced property prior to the effective date of County Council Bill No. 17-09.

**Hearing: Thursday, 3/04/2010 at 9:00:00 AM** Jefferson Building, 105 West Chesapeake Avenue, Room 104, Towson, MD 21204

| OPPOSE                                                                                                                                 | FAVOR                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Sandy Swain<br>926 Fairmount Avenue<br>Towson, MD 21204<br><a href="mailto:sandys25@verizon.net">sandys25@verizon.net</a>              |                                                         |
| Silvia Tudor<br><a href="mailto:silviatudors@yahoo.com">silviatudors@yahoo.com</a>                                                     |                                                         |
| Steve K. Likakis<br><a href="mailto:slikakis@us.ibm.com">slikakis@us.ibm.com</a>                                                       |                                                         |
| Shannon Joyce<br>222 Stevenson Lane<br>Baltimore, MD 21212<br><a href="mailto:sjoyce1111@yahoo.com">sjoyce1111@yahoo.com</a>           |                                                         |
| Thomas R. Hodges<br>110 La Paix Lane<br>Towson, MD 21204<br><a href="mailto:thodges2@comcast.net">thodges2@comcast.net</a>             |                                                         |
| Mary-Louise Stenchly<br>63 Aigburth Avenue<br>Towson, MD 21286                                                                         |                                                         |
| Edward T. Kilcullen, Jr., President<br>The Greater Towson Council of Community Associations, Inc.<br>P.O. Box 5421<br>Towson, MD 21285 |                                                         |
| Karen Wilson<br>1616 Thetford Road<br>Towson, MD 21286                                                                                 | <b>PROTESTANT' S</b><br><br><b>EXHIBIT NO. <u>1</u></b> |
| Nancy Pivec, President<br>Towson Park Community Association<br>934 Radcliffe Road<br>Towson, MD 21204                                  |                                                         |

**Bill Wiseman - 2010-0133-SPH**

---

**From:** <nancypivec@aol.com>  
**To:** <tbostwick@baltimorecountymd.gov>, <wwiseman@baltimorecountymd.gov>  
**Date:** 3/3/2010 10:48 AM  
**Subject:** 2010-0133-SPH

---

For Thursday's hearing. Allowing the change in the rule results in these kinds of behaviors!

——Original Message——

**From:** sandys25@verizon.net  
**To:** nancypivec@aol.com  
**Sent:** Wed, Mar 3, 2010 9:45 am  
**Subject:** Re: Fwd: Important Zoning Hearing this Thursday!!

Hello,

I would like to state a couple of problems that I have experienced with the increasing number of college students in this neighborhood. I have lived here for 11 years now, and the number of college houses has increased significantly. Parking is an issue due to the fact that they have all there cars plus, friends cars. I have only one car at my house and sometimes can't get a parking spot when a party is happening. One night a party at one of the college kids house, within 5 minutes 8 taxi cabs came and dropped off 6-7 kids out of each car. In a short amount of time nearly 100 kids were in that house, the police were called, but the party went on until around 2AM and cops were then ending the party, but not until 0200 was it over. There is lot's of drinking on the front porches and loudness after 10PM, liter everywhere, beer cans, bottles in many places. The other thing that concerns me is the value of our property. These kids don't take care of the property, no trimming of the bushes or planting flowers, edging the sidewalks, cutting grass only when it is very high or taking care of the house it self. I can see the value of the neighborhood decreasing as more and more of these kids are aloud to move in. Thank you for listening and please stop the craziness.....

Sandy Swain  
926 Fairmount Ave  
Towson, MD 21204

RECEIVED

MAR 03 2010

ZONING COMMISSIONER



Bill Wiseman - 2010-0133-SPH

---

**From:** <nancypivec@aol.com>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbestwick@baltimorecountymd.gov>  
**Date:** 3/3/2010 10:53 AM  
**Subject:** 2010-0133-SPH

---

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

**From:** Steve Likakis <slikakis@us.ibm.com>  
**To:** nancypivec@aol.com  
**Sent:** Wed, Mar 3, 2010 9:40 am  
**Subject:** Re: Fwd: Important Zoning Hearing this Thursday!!

Nancy/Towson Court officials,

Please give my message to the TOWSON COURT OFFICIALS, **we need ALL their support NOW**, before our live gets worse from the Towson University students!!!

I leave in our neighborhood since 1979 (31 years) and all these 31 years I had uninterrupted sleep and quiet nights before the next day's work!

The last 4 years DRUNK students from the Towson University VERY OFTEN wake me up at 12a.m, or 1a.m or 2a.m or 2:15am and I cannot go back to sleep!!!

This affects my job performance at work the following day.

We need to stop these DRUNK Towson University students from upsetting our lives INSTANTLY!!!

**ENOUGH is ENOUGH, who are they and why they bother our well being?**

Thanks & Regards,

Steve K. Likakis  
CMS RAS Project  
Work phone: (410) 684-7378  
Cell phone: (443) 414-7863  
Home phone: (410) 828-0135  
e-mail: [slikakis@us.ibm.com](mailto:slikakis@us.ibm.com)

RECEIVED

MAR 03 2010

ZONING COMMISSIONER

**Bill Wiseman - CASE NUMBER: 2010-0133-SPH**

---

**From:** shannon joyce <sjoyce1111@yahoo.com>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostrwick@baltimorecountymd.gov>  
**Date:** 3/2/2010 5:58 PM  
**Subject:** CASE NUMBER: 2010-0133-SPH

---

Dear Mr. Wiseman and Mr. Boswick:

I am a resident of the Rodgers Forge neighborhood who has seen firsthand the property deterioration and noise violations that often accompany homes occupied by more than two unrelated persons. I am therefore writing to express my strong opposition to the petition being made by the owner of 16 Skidmore Court to classify the property as a "non conforming use" as a rooming/boarding house because its LLC went into effect prior to passage of Bill No. 17-09. I believe that this would set a precedent with damaging consequences to neighborhoods in the Towson area. I strongly urge that the petition be rejected.

Sincerely,  
Shannon Joyce  
222 Stevenson Lane  
Baltimore, MD 21212

RECEIVED

MAR 03 2010

ZONING COMMISSIONER

✓

**Bill Wiseman - Case 2010-0133-SPH 16 Skidmore Ct.**

---

**From:** "Tom Hodges" <thodges2@comcast.net>  
**To:** <wwiseman@baltimorecountymd.gov>  
**Date:** 3/2/2010 9:28 PM  
**Subject:** Case 2010-0133-SPH 16 Skidmore Ct.

---

Dear Mr. Wiseman,

In the matter of the case cited above, I wish to object in the strongest possible terms to this landlord's use of an LLC to circumvent current existing law.

The use of a "corporate veil" is cowardly and a deliberate manipulation of the law to allow outsiders to disrupt the quality of life in our neighborhoods. Preserving quality of life is the driving purpose behind zoning boards in the first place.

If this special exemption were granted, all existing LLC owned properties could become nothing more than dormitories through out our neighborhoods. Residential areas should remain "residential", not satellite buildings for "off campus dormitories". I urge to reject this requested exemption.

Thomas R. Hodges  
110 La Paix Lane  
Towson, Maryland 21204

410 821 8232

RECEIVED

MAR 03 2010

ZONING COMMISSIONER

Concerning **CASE NUMBER: 2010-0133-SPH**

March 3, 2010

Jefferson Building  
105 W. Chesapeake Ave.  
Towson, MD 21204

Attn: William J. Wiseman, III  
Zoning Commissioner

Dear Sir:

This letter is to express my strong opposition to the request for a "rooming house/boarding house" permit for 16 Skidmore Court, LLC in Towson. I live in the border community of Aigburth Manor, now for 43 years, and I strongly oppose this. We have had other landlords in my community form LLCs to get around the ruling of "no more than two unrelated people" in a rental. Those that have existed have caused innumerable difficulties for the residents near these rentals.

We are a community of families and retired residents. Since so many of these LLC rentals are filled with students, we encounter a myriad of issues such as noise, public urination after parties, too many cars, to just a general disrespect for the lives of others.

I hope to be at the hearing on March 4 to support the community who will be opposing this. The records clearly show that this particular property of 16 Skidmore Court has presented many problems in the past.

Thank you for your consideration of the concerns of my community.

Respectfully yours,  
Mary-Louise Stenchly  
63 Aigburth Avenue  
Towson, MD 21286

**RECEIVED**

**MAR 03 2010**

**ZONING COMMISSIONER**





# *The Greater Towson Council of Community Associations, Inc.*

♦ P.O. Box 5421 ♦ Towson, MD 21285-5421 ♦ [www.gtcca.org](http://www.gtcca.org)

March 2, 2010

Mr. William Wiseman  
Zoning Commissioner  
Jefferson Building  
105 W. Chesapeake Avenue  
Suite 103  
Towson, Maryland 21204

RE: Case number: 2010-0133-SPH  
16 Skidmore Court

**RECEIVED**

**MAR 04 2010**

**ZONING COMMISSIONER**

Dear Mr. Wiseman:

I am writing on behalf of the Greater Towson Council of Community Associations (GTCCA) in opposition to the property owner's request to continue the use of the above-referenced property as a non-conforming use and rooming/boardinghouse.

The property owner formed the Limited Liability Corporation (LLC) seemingly for the sole purpose of circumventing the County code, which requires the owner to apply for a rooming/boardinghouse permit to rent his property to more than two unrelated tenants. To my knowledge, the owner never applied for a rooming/boardinghouse permit and, instead, formed an LLC, adding his son and other tenants, all Towson University students, as "owners."

To curtail this very trend among rental property investors, the County Council, in March 2009, passed Bill #17-09, which increased from "more than 25%" to "more than 50%" the percentage of legal or equitable interest each "owner" must have in the property.

In his current attempt to circumvent County code, the property owner is now seeking non-conforming use to allow him to continue to operate his property as a rooming/boardinghouse. This effort has dragged on for months following County code enforcement's attempt to address the over-renting of the property. These delay tactics are commonly used by rental property owners who know they can "buy time" until the end of the school year, when their tenants will move out, only to start anew in the fall when the owner again over-rents the property.

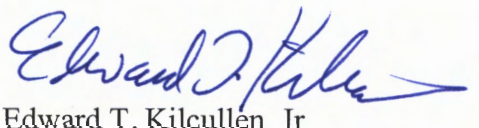
The GTCCA, an umbrella organization devoted to protecting the interests of 30 residential neighborhoods in the Greater Towson area, strongly opposes this petition. We maintain that the LLC is a total sham, never a true Limited Liability Corporation but, rather, formed specifically to avert the County's attempt to regulate rental properties and prevent illegal rooming/boardinghouses. We seriously question whether the tenants/owners actually have true ownership of the property and share in the profits or losses, as required by County code.

We also challenge the appropriateness of the legal representation provided by Mr. Gillis, Chairman of the Planning Board. Whether or not there is a clear ethics violation, Mr. Gillis' involvement in this case certainly gives the appearance of impropriety and may explain the Office of Planning's efforts to soften its position on the case.

The GTCCA is particularly concerned about the potential precedent to be set by this case. This property owner owns at least one other rental property, also an LLC in a vulnerable Towson neighborhood. There are numerous other LLCs in the Towson area, set up in similar fashion to capitalize on the demand for student housing caused by TU's insufficient on-campus housing and skirt County rental registration and rooming/boardhouse laws. If the owner of 16 Skidmore succeeds in this petition, the owners of all existing LLCs could seek similar protection from County. Towson Park has transitioned in recent years from a family-oriented, owner-occupied neighborhood to a community of more than 30% rental properties, many of which are occupied by college students. Other Towson neighborhoods have experienced similar increases in rentals with at least one approaching the 50% mark.

We strongly urge you to deny this petition and thereby bring an end to this property owner's legal games that have dragged on for years and wreaked havoc on the Towson community. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, reading "Edward T. Kilcullen, Jr.", with a stylized flourish at the end.

Edward T. Kilcullen, Jr.  
President



## A facsimile from

**To:** William Wiseman, Zoning  
Commissioner  
Fax number: 410-887-3468

**Ed Kilcullen**  
(410) 241-9042 (cell)

**Date:** 3/3/2010

**Regarding:** Case Number 2010-0133-SPH (16 Skidmore Court)

**Comments:** To follow is a letter in opposition to the petition in the above-referenced case. Thank you.

CORRECTED COPY

THANK YOU!

RECEIVED

MAR 03 2010

ZONING COMMISSIONER





**Bill Wiseman - ZONING HEARING-16 SKIDMORE COURT**

---

**From:** "Wilson, Karen K." <Karen.Wilson2@va.gov>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostrick@baltimorecountymd.gov>  
**Date:** 3/3/2010 12:45 PM  
**Subject:** ZONING HEARING-16 SKIDMORE COURT

---

**RE: Zoning Hearing – 16 Skidmore Court**  
**CASE Number: 2010-0133-SPH**

Dear Commissioner Wiseman and Commission Bostwick:

I am writing to express my opposition to the owner owner's petition regarding the rooming house/boardhouse code. Unfortunately I cannot attend the hearing scheduled on March 4, 2010, but as a homeowner in Towson, I wanted to express my concerns with this issue.

My home is located at 1616 Thetford Road in Towson. <sup>21286</sup> The three houses immediate to my home are rentals, the house next to me is rented to college students. There have been a number of occasions where we have had to call the police due to loud parties that involves alcohol and drug usage that often spreads outdoors. My backyard is littered with cigarette butts and trash, not only after parties but on a regular basis. I have had items taken off of my property and found them up in trees or not found at all.

My four year old grandson lives with me and has been exposed to marijuana smoke outdoors, found cigarette butts in his sandbox, one which burnt the top to his sandbox and has been awakened at night due to the noise. My daughter works weekends and has been unable to sleep due to the "partying" and then has to arise early in the morning to report for work. The summers can be worse as the drinking and smoking occurs outdoors, and with the windows open, I experience the whole effect of noise, fights and environmental pollutants.

The issues go beyond those mentioned above, there are also issues with trash/litter, parking. College students being young and away from home, are not in tune with community living. Their "dorm" style of living does not belong among young children and the elderly living in a residential community

I respectfully ask that the impact of this petition on homeowners and families be seriously considered. I appreciate the opportunity to express my concerns.

Sincerely

Karen Wilson

Karen Wilson BSN, MHA  
Local Recovery Coordinator  
Baltimore VA Medical Center  
10 North Greene Street  
Baltimore, MD 21286  
410-605-7355

**Embrace Hope Expect Change**



Please consider the environment before printing this email.



**From:** <nancypivec@aol.com>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostrick@baltimorecountymd.gov>, <ge...  
**Date:** 3/3/2010 5:26 PM  
**Subject:** CASE NUMBER: 2010-0133-SPH

I will attend this hearing but wanted to send my letter too. I have several I will bring.

I am the current President of the Towson Park Community Association. I want to voice my opposition to changing the law for this one landlord. He liked the law when it benefitted him, now he doesn't. Zoning laws are made to protect the homeowners and neighborhoods and the 50% requirement makes great sense. If someone has a vested interest in the property they will take care of it. I have nothing against family or professional rentals in the neighborhood. They too take care of the homes.

If this law is changed, there is nothing to stop the other 58 rentals out of our 189 in the neighborhood from taking advantage of the no limit housing and the neighborhood changing drastically. Lose the families, lose school funding and more. We want to keep this a "family" neighborhood". We have great elementary, middle and high schools for families. We will continue to lose families, when their children are awakened in the middle of the night by these "rooming house" type of tenants.

Please take a good look at the implications this ruling could have!

Thanks.

Nancy Pivec  
934 Radcliffe Road  
Towson, Md 21204

443-562-0381

RECEIVED

MAR 03 2010

ZONING COMMISSIONER



**From:** "John Maranto" <jmaranto@yaffeteam.com>  
**To:** tbostwick@baltimorecountymd.gov; wwiseman@baltimorecountymd.gov  
**Date:** 3/3/2010 7:49 PM  
**Subject:** Opposition to 16 Skidmore court Petition

Mr. Wiseman and Bostwick,

Attached is a letter from the Yorkleigh Community Association, comprised of homes on La Paix Lane, Stevenson Lane, Yorkleigh Road, and Yorktowne Drive regarding its opposition to the petition before you pertaining to the non-conforming use of 16 Skidmore Court. Our community hopes that you will take our opposition into consideration and vote against this petition.

Thank you for your time.

John Maranto

Real Estate Partner  
Yaffe Real Estate  
Office: 410.902.1100  
Direct: 443.564.0952  
Email: jmaranto@yaffeteam.com <mailto:jmaranto@yaffeteam.com>

P.S. If you know of anyone who is looking to buy or sell a home, please do two things: First, tell them about us, and second, tell us about them. Click on [www.yaffeteam.com](http://www.yaffeteam.com) <<http://www.yaffeteam.com/>> for all your real estate needs.

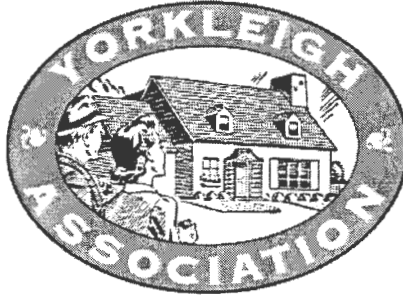
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RECEIVED

MAR 04 2010

ZONING COMMISSIONER





3/3/10

Mr. William J. Wiseman, III, Zoning Commissioner  
Mr. Thomas H. Bostwick, Deputy Zoning Commissioner  
Jefferson Building  
105 W. Chesapeake Avenue, Suite 103  
Towson, Maryland 21204

RE: Zoning Hearing - 16 Skidmore Court; CASE NUMBER: 2010-0133-SPH

Mr. Wiseman and Bostwick:

This letter is to inform you that the Yorkleigh Community Association is opposed to the owner of 16 Skidmore Court's petition to have the property classified as a lawful non-conforming use for "boarding or rooming house" purpose consistent with BCZR 101.1 (definition of boarding or rooming house) by virtue of the fact that 16 Skidmore Court, LLC was organized as a Maryland limited liability company and became the legal owner of the above referenced property prior to the effective date of County Council Bill No. 17-09.

This property has been occupied by multiple Towson University students and has been the subject of numerous noise complaints to police and complaints to code enforcement over the past several years. While we are not opposed to property being rented, we do expect that all landlords adhere to the current laws that are on the books to not only maintain the quality of life that we enjoy, but also preserve the value of our homes. By siding with the owner of 16 Skidmore Court you open the possibility that other landlord's that currently have established LLC's will try to circumvent the current law by seeking this type of exemption.

We do thank you for your time and attention to this pressing matter.

Respectfully submitted,

John Maranto  
President  
The Yorkleigh Community Association

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

**Bill Wiseman - CASE NUMBER: 2010-0133-SPH 16 Skidmore Court**

---

**From:** "Gerald Truelove" <gmtruelove@verizon.net>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostwick@baltimorecountymd.gov>  
**Date:** 3/3/2010 9:06 PM  
**Subject:** CASE NUMBER: 2010-0133-SPH 16 Skidmore Court

---

Gentlemen:

I can not attend the hearing tomorrow morning but I'm sending this email to express my strong opposition to granting an exception to 16 Skidmore Court to allow continued operation of an illegal boardinghouse.

The purpose of forming the LLC was to avoid the previously passed maximum of two unrelated parties rule by being clever and forming the LLC. The county was even more clever by then passing the 51% rule. The intent of the county and all of the neighborhoods is to keep single family homes - single family. Businessmen who want to make profit as landlords should find or build a boardinghouse in a properly zoned location. If the exception is denied, the LLC should be able to sell the property to make itself financially whole... unless the renting to students has depreciated the value of his asset as well as those around him. What an irony ... our point is made.

Gerald Truelove  
7414 Stanmore Court  
Baltimore, MD 21212

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MAR 04 2010

ZONING COMMISSIONER





3 March 2010

Mr. William J. Wiseman, III, Zoning Commissioner

Mr. Thomas H. Bostwick, Deputy Zoning Commissioner

Baltimore Country

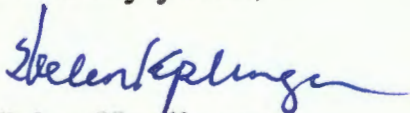
Re: 16 Skidmore Court as a lawful non-conforming use  
for "boarding or rooming house"

Dear Sirs,

I can't imagine a worse precedent to establish at this time, than to approve the non-conforming use for the illegal boarding house currently in operation at 16 Skidmore Court. Towson has made efforts to return the neighborhoods close to Towson University to family friendly neighborhoods, through a variety of zoning rules. The problem is, however, that enforcement of these rules is spotty at best. In the meantime, investor-landlords seek to maximize their investment in these neighborhoods by renting to as many individuals as can be crammed into a small house. The families in the neighborhoods are the losers in this equation, as students bring in noisy, drunken parties, excessive garbage, numerous automobiles for both the residents and their guests and they usually have no interest in the neighborhood except as a place to live while in college.

I urge you to deny this application to have past illegal activities now made legal. The formation of LLCs, by the owners of these illegal boarding houses, is just another twisting of the rules to the benefit of the illegal activity of running a boarding house in a college town in contravention of the applicable law.

Sincerely yours,



Helen Keplinger

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

**From:** HELEN KEPLINGER <hkeplinger@verizon.net>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostrick@baltimorecountymd.gov>  
**Date:** 3/3/2010 10:19 PM  
**Subject:** Zoning Hearing - 16 Skidmore Court -- CASE NUMBER: 2010-0133-SPH  
**Attachments:** Zoning Hearing\_HBK.docx; Part.002

Dear Sirs:

Please see attached a letter opposing the request for non-conforming use for "boarding or rooming house" of the rental property at 16 Skidmore Court.

Sincerely,

Helen Keplinger

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

3 March 2010

Mr. William J. Wiseman, III, Zoning Commissioner  
Mr. Thomas H. Bostwick, Deputy Zoning Commissioner  
Baltimore Country

Re: 16 Skidmore Court as a lawful non-conforming use  
for "boarding or rooming house"

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Sincerely yours,

Helen Keplinger

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

**Bill Wiseman - Case #2010-0133-SPH**

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**From:** <jroutson@verizon.net>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostwick@baltimorecountymd.gov>  
**Date:** 3/3/2010 10:51 PM  
**Subject:** Case #2010-0133-SPH

---

Dear Mr's Wiseman and Bostwick  
Baltimore County Zoning Office

Please be advised that I am opposed to case 3010-0133-SPH, 16 Skidmore Ct., Towson. Please do not approve the request to classify this address as a non-conforming use and allow it to operate as a rooming/boarding house. The neighborhoods surrounding TSU have been dealing with student housing issues for many years. I have lived in my home for 37 years and am tired of having to be the bad guy by reporting these houses as out of compliance. The owner occupied homes are dealing with unkempt properties, loud noise and too many parked vehicles for the neighborhoods we live in. Allowing this request just gives impetus for investment property purchases instead of owner occupied family homes. If we are going to keep family neighborhoods surrounding Towson this request needs to be denied. Thank you.

Joyce Routson, Vice President, Aigburth Manor Association (410) 321-1918

RECEIVED

MAR 04 2010

ZONING COMMISSIONER



3 March 2010

Mr. William J. Wiseman, III, Zoning Commissioner  
Mr. Thomas H. Bostwick, Deputy Zoning Commissioner  
Baltimore Country

Re: 16 Skidmore Court as a lawful non-conforming use  
for "boarding or rooming house"

Dear Sirs:

I am opposing the owner of 16 Skidmore Court's attempts to circumvent the Baltimore County Code by establishing a "lawful non-conforming use for 'boarding or rooming house'." This rental property, along with many others within Baltimore County including another property owned by the same owner, after being cited for violations of rooming and boarding house code violations was turned into an LLC in yet another attempt to ignore the law. These investors have no stake in the neighborhoods where they own their rental properties and their only motivation appears to be to pack their properties with as many tenants as possible and to ignore the laws regarding over renting of their properties. The 16 Skidmore Court property has long been a problem property with numerous citations. The LLC owned by Mr. Vetter in Burkleigh Square has also long been a problem property.

The so-called "owners" of these LLCs are tenants and not property investors. Every time the leases are renewed or changed the so-called "owners" of these LLCs also change. The only reason these properties are being set up as LLCs is to circumvent the requirements as to the number of unrelated renters per dwelling.

I urge you to deny this application to have past illegal activities now made legal.

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

Sincerely yours,

  
G.T. Keplinger

Burkleigh Square Community Association President

**From:** "G.T. Keplinger" <gkeplinger@comcast.net>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostwick@baltimorecountymd.gov>  
**Date:** 3/4/2010 12:05 AM  
**Subject:** Zoning Hearing - 16 Skidmore Court -- CASE NUMBER: 2010-0133-SPH  
**Attachments:** Zoning Hearing\_GTK.docx; Part.002

Dear Sirs:

Attached please see a letter opposing the request for non-conforming use for "boarding or rooming house" of the rental property at 16 Skidmore Court.

Sincerely,

G.T. Keplinger

Burkleigh Square Community Association President

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

✓

3 March 2010

Mr. William J. Wiseman, III, Zoning Commissioner  
Mr. Thomas H. Bostwick, Deputy Zoning Commissioner  
Baltimore Country

Re: 16 Skidmore Court as a lawful non-conforming use  
for "boarding or rooming house"

Dear Sirs:

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The so-called "owners" of these LLCs are tenants and not property investors. Every time the leases are renewed or changed the so-called "owners" of these LLCs also change. The only reason these properties are being set up as LLCs is to circumvent the requirements as to the number of unrelated renters per dwelling.

I urge you to deny this application to have past illegal activities now made legal.

RECEIVED

MAR 04 2010

ZONING COMMISSIONER



Sincerely yours,

G.T. Keplinger

Burkleigh Square Community Association President

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

**Bill Wiseman - case#2010--0133-SPH, 16 Skidmore Court**

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**From:** "maryjane" <mjb207@comcast.net>  
**To:** <wwiseman@baltimorecountymd.gov>, <tbostwick@baltimorecountymd.gov>,  
<gtccainformation@gmail.com>  
**Date:** 3/4/2010 7:13 AM  
**Subject:** case#2010--0133-SPH, 16 Skidmore Court

---

Please DO NOT ALLOW the owner of 16 Skidmore Ct. to have the property classified as a "non-conforming use" property. The LLC loophole that the owner created has NOTHING TO DO WITH the NEGATIVE IMPACT and WASTED COUNTY RESOURCES that impacts our neighborhood. As far as the "timing" of the law is concerned I find it hard to believe he/she was not aware of the sentiment of neighbors regarding overcrowded houses when the property was purchased. I believe he got the LLC to insure himself/herself of guaranteed profit and, if asked, would not want to live on the same block as this property with too many students so why should others have to just because of timing and other's profit. Also the LLC creation HAS NOTHING TO DO WITH THE FACTS which are as follows:

1. there have been numerous noise complaints OVER THE YEARS
2. police officers and code enforcement has had to address complaints not the owner at sleeping time for most of us
3. the police could serve us much better if they didn't have to deal with noise complaints from this property
4. code enforcement I'm sure could make better use of their time, manpower as well
5. county money is being wasted here so use this opportunity to ensure this property is not wasting time, money, sleep or safety for our neighborhood

SAT NO TO THE NON-CONFORMING USE REQUEST TODAY

Respectfully Towson resident who would like to stay in Towson

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

'As' a Towson Park property owner at 915 Radcliffe Rd, I am sick & tired of Absentee landlords such as Mr. Vetter who for the greed of the almighty dollar rent or lease to irresponsible tenants with no ties to the neighborhood or community. Their tenants have no regard for the neighbors & place trash anywhere and everywhere at all times. These tenants also have loud, noisy parties at all hours of the night. Absentee owners such as Mr. Vetter should be fined or jailed for their unsupervised renting to anyone who will live their pockets with dollars.

Sincerely,

Carl E. Ethingam

Carl Ethingam  
915 Radcliffe Rd  
Towson, MD, 21204

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

From: Nadine Henchcliffe <Nhenchcliffe@chespartners.com>

To: nancypivec@aol.com

Subject: Zoning Hearing

Date: Fri, Feb 26, 2010 3:29 pm

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Nancy,

It has come to our attention that an owner of the home at 16 Skidmore Court is requesting special acceptance around Law which prevents no more than two unrelated people living in a home. It is my feeling that this exception would be detrimental and disruptive to a family based community. This has been a house that has been consistently on a complaint list by surrounding houses due to a variety of reasons with no effort to change or have consideration to the homeowners that surround the property. The owner of the property does not live there and should hold a standard for whoever occupies that home to have consideration for the homes around it. I do hope this exception gets voted down. I believe it is of the utmost importance to maintain the integrity and value of the homes in our neighborhood.

Nadine Henchcliffe

970 Radcliffe Road

Towson, MD 21204

RECEIVED

MAR 04 2010

ZONING COMMISSIONER



933 Radcliffe Road  
Towson, Maryland 21204  
March 2, 2010

To whom it may concern:

I reside in Towson Park at the address shown above. I have lived here since February, 1978. I wanted to express my opinion concerning the gradual loss of the quality life in my community. The proliferation of what my neighbors and I refer to as "Frat Houses" has increased in the past several years. The parties, noise and parking issues due to multiple vehicles has become more and more of an issue.

I am not averse to someone who invests in property and leases it for investment purposes. I moved into the neighborhood as a tenant with my wife and children through a respectable property management company. The neighborhood was the typical family community with children and there was a close knit feeling then. I raised three children here and the area provided a nice environment for both my and other families.

In 1999, I purchased my home from the landlord and have remained here.

The multiple tenants from the "Frat houses" throw trash out in the street and lawns, which includes beer containers fast food trash, etc. My neighbor and I were outside chatting when we noticed a fast food bag out in the street behind a vehicle. I went over to pick it up to dispose of it and the bag had half eaten food and vomit that reeked. I went home to get a plastic bag and threw the trash away. This is just one example to underscore a multitude of daily and nightly annoyances caused by irresponsible and inconsiderate multiple tenants.

Due to the number of "Frat houses" within earshot of my home, the neighbors and I are insured of a loud party every week or so that lasts until 4:00 am or so. Loud music, crowds gathering in the front and back of the rental are disconcerting and annoying and of course the raves and parties create a parking problem.

All I am asking is that landlords be more responsible to the community and that the Baltimore County Zoning laws be enforced and monitored. Zoning laws insure neighborhood integrity and quality only if the statutes are in force.

 **RECEIVED**  
**MAR 04 2010**

Respectably Yours,

  
Charles Steven Hurtt

**ZONING COMMISSIONER**



RECEIVED

MAR 04 2010

3-4-2010

ZONING COMMISSIONER

To: Presiding Master - Baltimore Co.

From: John A. Harter 939 Radcliffe Rd  
Nancy P. Harter Towson, Maryland 21204

Re: Hearing / Case # 2010-0133 SPH  
165 Skidmore Ct

Please note that as an 30+ year resident of Towson Park, it is imperative to maintain a neighborhoods vitality & attractiveness. Rooming houses (regardless of what slick legal loophole is attempted to make okay) destroy the neighborhood and consequently the greater area.

I absolutely feel that the owner of the Skidmore Ct property should not be allowed to use the 1% rule to justify multiple people in the home.

Unfortunately I cannot make this meeting due to work constraints.

Please accept this recommendation from a long time resident who cares very much for my neighborhood and other neighbors at large.  
Thank you. John A. Harter (210) 821-6416 ✓



March 4, 2010

RECEIVED

MAR 04 2010

ZONING COMMISSIONER

To whom it may concern,

I, Taher ATHARI, Resident of 928 Radcliffe Road, would like to express my concern regarding the changes I have observed in the last four years or so. It was a clean, family oriented environment, Now we see trash on the streets and sidewalks and reports of RATS. Less and less available parking spaces, Loud noises and foul language even past-Midnight.

I hope that the zoning commissioner takes serious actions regarding the deterioration of our Neighborhood. Please help us to get back the clean and peaceful community we had before. This is what attracted us to come to this community to begin with.

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Any effort to resolve this situation is  
greatly appreciated.

Respectfully yours,

*Taher Athari*

TAHER ATHARI



3-4-10

RECEIVED

MAR 04 2010

To Whom It May Concern,

ZONING COMMISSIONER

I, Abass Dabirsiaghi purchased my house in Towson Park Community 10 years ago.

I have lived at 10 Skidmore Court since Sept. 2000. It took me two years to find this place.

I found it a very clean, peaceful and friendly neighbourhood. Everything was just fine until a few years ago that Towson State University Students began to move to the greater Towson Community. Since then I see trash almost everywhere, and lack of enough spaces to park. I hear loud talking and profane language even after midnight. In other words disturbing peace. Anyway things are not the same as it used to be. I never pictured in my mind that police come to our area and take 30 to 50 individuals out of one house partying and numerous times.

I as one of the people of this Community want to save our neighbourhood. And this is exactly what Patriotism is all about.

It is sad that we have to hire a lawyer to defend us against those who put their interest ahead of the principles of a Community. But, I have faith and believe in our justice system. And we will not be let down.

Respectfully  
Abass Dabirsiaghi ✓

RECEIVED

MAR 04 2010

William J. Wiseman, III, Zoning Commissioner  
Thomas H. Bostwick, Deputy Zoning Commissioner  
Jefferson Building  
105 W. Chesapeake Avenue, Suite 103  
Towson, Maryland 21204

**ZONING COMMISSIONER**

**CASE NUMBER: 2010-0133-SPH**

**Thursday March 4<sup>th</sup>, 2010**

For years the communities in and around Towson and their larger umbrella groups such as GTCCA have been urging, begging and cajoling the County to help us stem the deterioration of our communities caused by over renting at properties like 16 Skidmore Court. A clear example of this is what happened in Towson Manor Village where dozens of once lovely homes were allowed to fester under the ownership of slum landlords. And the county sat by allowing this decline to happen unabated.

The once stable neighborhoods in the Towson area are particularly at risk for this type of deterioration. This is due to the policies of Towson University not providing adequate, desirable housing for their students. This deterioration is also due in part to Baltimore County's inaction. The burden of these policies falls on the surrounding communities who are falling prey to landlords who over rent and neglect their properties.

Baltimore County Code calls for no more than 2 unrelated individuals in a rental property.

- But this leaves the documentation entirely up to the community.
- Code enforcement hearings have been largely ineffective in these cases. When the rare fine is imposed it is often reduced to a negligible amount. Thus giving the landlord a pat on the head and encouraged to continue the same behavior.
- Frequently the code enforcement office advises complainants that their presence at these hearings is unnecessary. As community leaders we know that this is not true and when the community does not bring a significant presence to a hearing the ruling goes against the complainants.

In March of 2009 modifications were made to Baltimore County code to address these issues. One of the most egregious issues it addressed was that of LLCs. We consider these particular creations of LLCs to allow four or more students in a home fraudulent LLC, employed simply to skirt Baltimore County law and enrich the pockets of irresponsible property owners.

It is also our interpretation that an LLC ends when some of the students "owners" of that LLC leave the property and new ones take up residence. And so the argument for 'grandfathering' would not apply.

Last March when the code was modified we were lead to believe that Baltimore County understood our concerns and was ready to back the changes to the code with action. We are very distressed that the Office of Planning appears to have softened

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their stance in this case as demonstrated in their November 6<sup>th</sup> 2009 memo, which supports our view, to the most recent January 12<sup>th</sup> 2010 memo where they have modified that position. They appear to be backing away from the support the communities feel they deserve and expected Baltimore County to provide.

This raises the issue of a potential conflict of interest concerning the attorney representing Mr. Vetter. Mr. Gilliss is a former County Attorney and currently Chair of the Planning Board. If this is not an ethics violation, it certainly gives the appearance of impropriety and may explain the Office of Planning's change in position.

Special hearings such as this serve the interests of the property owner exclusively, allowing him to continue collecting rent from four or more individuals. This delaying tactic is most maddening as we wait for the landlord to comply with Baltimore County law. This causes the communities to suffer many more unnecessary months of unruly behavior.

The ruling in favor of the communities in this case is extremely important. There are scores of homes just in the Towson area that are fraudulent LLCs. Mr. Vetter has at least one other home in Towson rented to students that is also a fraudulent LLC in the Burkleigh Square neighborhood, at #4 York Road. In the Burkleigh Square community alone 60% of the homes are rented to TU students and most of those properties are LLCs.

If this occurrence of 'non-conforming' use is allowed to stand all others will also be allowed to stand, and our communities where we have invested our money, raised our families and volunteered our time will continue to decline into a student ghettos.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Fay Citerone', with a long horizontal flourish extending to the right.

Fay Citerone  
909 Rappaix Court  
Towson, MD 21286

Fay.Citerone@gmail.com

BW 62110  
11am

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: November 6, 2009

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



SUBJECT: 16 Skidmore Court

RECEIVED

INFORMATION:

NOV 12 2009

Item Number: 10-133

Petitioner: Robert S. Handzo

ZONING COMMISSIONER

Zoning: DR 10.5

Requested Action: Special Hearing

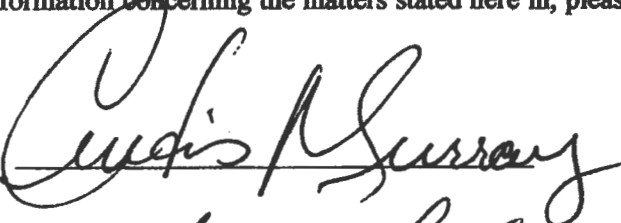
SUMMARY OF RECOMMENDATIONS:

The applicant 16 Skidmore Court LLC seeks a special hearing to ultimately permit a boarding house for more than two unrelated adults. It is apparent that the subject property is located within a neighborhood that has capacity, traffic and parking issues. The increase in parking and traffic that a rooming house would generate would have a detrimental impact on the immediate thoroughfare but also entire community as a whole. Permitting a rooming house at this location would set a precedent in this community that would further exacerbate its current overcrowded conditions. In addition to setting a pattern of relief for other rental properties seeking zoning relief for a rooming houses.

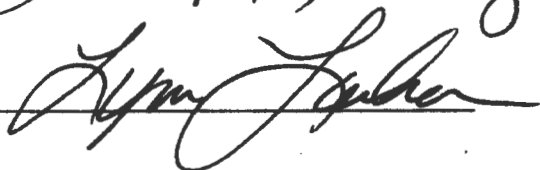
In light of the aforementioned, The Office of Planning recommends DENIAL of the petitioner's request for a rooming house.

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

Prepared by:



Division Chief:  
AFK/LL: CM





**BALTIMORE COUNTY, MARYLAND**

**INTER-OFFICE CORRESPONDENCE**

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

**DATE:** January 12, 2010

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

**SUBJECT:** 16 Skidmore Court

**RECEIVED**

**INFORMATION:**

**JAN 13 2010**

**Item Number:** 10-133 (*revised comment*)

**ZONING COMMISSIONER**

**Petitioner:** Robert S. Handzo

**Zoning:** DR 10.5

**Requested Action:** Special Hearing

**SUMMARY OF RECOMMENDATIONS:**

The applicant 16 Skidmore Court LLC seeks a special hearing to confirm a lawful pre-existing non-conforming boarding house for more than two unrelated adults. The subject property is located within a neighborhood that has traffic and parking issues. The increase in parking and traffic that a new rooming house would generate would have a detrimental impact on the immediate thoroughfare but also the entire community as a whole.

It is incumbent upon the petitioner to demonstrate the boarding house is a non-conforming use. Should the petitioner not be able to demonstrate the pre-existing non-conforming use boarding house use, the Office of Planning will not support the creation of a new boarding house use at this site.

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

**Division Chief:**  
**AFK/LL: CM**



**Bill Wiseman - CASE NUMBER: 2010-0133-SPH**

---

**From:** Karen Parks <mrs\_fred@yahoo.com>  
**To:** <wwiseman@baltimorecountymd.gov>  
**Date:** 3/5/2010 8:23 AM  
**Subject:** CASE NUMBER: 2010-0133-SPH  
**CC:** <tmarcantoni@gmail.com>

---

Good Morning! Thanks in advance for your time. We will be brief. We are completely opposed to any residential home being used as a rooming house. That's it! Please do not let this happen to our community. It would be the basis for further such use and there is no positive side to granting this. Further, you need not look far to see what such use of buildings does to a community. Simply look at the giant empty lot on Burke, which is a direct result of rooming and student rental housing. In that situation you can see an entire community gone. The students that used to inhabit those homes are gone and we are left with the debris while Mr Landlord cashed out. Should landlords with no ties to this community be allowed to cash in on all of us? What kind of tax base does this create? Does this affect property value for the better or worse? Hmm!? Thanks for listening.

Regards,

Karen & Fred Parks  
23 Normal Terrace  
Towson, MD 21286

**RECEIVED**

**MAR 05 2010**

**ZONING COMMISSIONER**

**ANDREA C. DODGE**

Assemblage of E-mails,  
Correspondence & Photos

**PROTESTANT' S**

EXHIBIT NO. 2

ANDREA C. DODGE  
18 SKIDMORE CT  
TOWSON, MD 21204

16 Skidmore Court

1. 01/09/07 Email to Deb Moriarity (VP of Student Affairs- TSU) regarding disruptive college students
2. 01/17/10 Email from Pat Frawley (Director of Judicial Affairs TSU) said she would meet with students.
3. 03/21/07 Email to Pat Frawley – reported disruptive behavior of students
4. 09/25/07 Email to Deb Moriarity – Reported Disruptive Behavior
5. 10/05/07 Email reply from Pat Frawley regarding complaint to Deb Moriarity
6. 10/09/07 Email to Pat Frawley regarding more detailed accounts of student's disruptive behavior.
7. 09/08/08 Sister Evelyn forwarded to me “ Rooming House Questionnaire for complaint.
8. 09/18/08 Email from Mike Mohler advising to get as many neighbors as possible to fill out the code enforcement questionnaire.
9. 09/23/08 Emailed my questionnaire to Mr. Mohler – Code enforcement – did not keep a copy for my records.
10. 10/07/08 New School Year – email to Deb Moriarity. Complained again – disruptive students.
11. 10/08/08 Email from Tony Seaman in response to my email to Deb Moriarity. She said she would speak to the boys.
12. 10/30/08 Email to Mike Mohler – following up on how the investigation was going.
13. 11/26/08 Email to Deb Moriarity – New school year – disruptive students. She responded back same day saying here staff would follow up the following week.
14. 11/27/08 Email to Mike Mohler – follow up status of case – rec'd email back stating that Inspector Rumsey-Scott had the case and would communicate with me upon her return on Monday.
15. 12/07/08 Email from Deb Moriarity in response to my email of 11/26/08. Basically defending students behavior.
16. 12/16/08 Email to Deb Moriarity apologizing for not responding to her email of 12/7 because my mother had a heart attack on Dec. 8<sup>th</sup>.
17. 12/18/08 Email to Mike Mohler – read in Towson Times there was a hearing scheduled-requesting date. Ms. Rumsey Scott replied that a new hearing had not been scheduled.



18. 01/08/09 Email to Ms. Ramsey-Scott asking for update with the case for 16 Skidmore Court. Reply – still waiting the final order from the hearing officer.
19. 02/04/09 Sister Evelyn forwarded an email from Mike Mohler stating the case had been officially dismissed.
20. 08/19/09 Email from Sister Evelyn regarding a hearing scheduled 09/12/09. Email to Sister Evelyn – another boy moved in – making 4 total.
21. 08/31/09 Email from Ms. Ramsey-Scott notifying me that the hearing was postponed due to conflict schedule approved by the hearing officer.
22. 09/03/09 Email from Ms. Ramsey-Scott – attorney filed a petition for special hearing. Forced to suspend the rooming/boarding hearing until the zoning commissioner makes a ruling.
23. 09/28/09 Email to Ms. Ramsey-Scott – following up the status – per Ms. Ramsey-Scott her hands were tied.
24. 01/14/10 Email to Mike Mohler – follow up on my phone conversation of Jan 8<sup>th</sup> reference hearing. Reply from Mr. Mohler – he and Tim Kotroco met with Mr. Vetter's lawyer.
25. 02/04/10 Email Mike Mohler – Hearing Date



- Automatic Temperature Controls
- Facilities Automation

March 2, 2010

To Whom It May Concern:

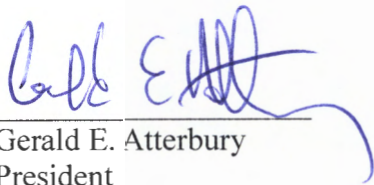
Andrea Dodge has worked for me for close to 23 years, handling the financial side of our business. As she oversees and executes Accounts Receivable and Payable, 401k, Health Insurance, and Bank Line of Credit, this type of work requires a strict attention to detail and a highly focused application of effort.

As President of YEM Corporation, I work daily with Ms. Dodge on these administrative tasks and in recent years have often observed that she seems to be tired and generally lacking in concentration regarding her assigned tasks and duties. When I have questioned her, she has repeatedly indicated high levels of fatigue due to having her sleep repeatedly being interrupted by the raucous "partying" going on next door till all hours of the night. On several occasions she has called to request using a vacation day to recoup.

Frankly, it seems that allowing such a "frat house" use of this property in an otherwise quiet residential neighborhood represents an abomination to Ms. Dodge's right to quality of life.

Sincerely,

**Y.E.M. CORPORATION**

A handwritten signature in blue ink, appearing to read "Gerald E. Atterbury", is written over a horizontal line. The signature is stylized with a large, sweeping flourish at the end.

Gerald E. Atterbury  
President

## Andrea Dodge

---

**From:** Frawley, Patricia [pfrawley@towson.edu]  
**Sent:** Wednesday, January 17, 2007 3:09 PM  
**To:** Andrea Dodge  
**Subject:** 16 Skidmore  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon Ms. Dodge,

I have met with the men who live in 16 Skidmore and had a very good conversation with them. We talked about inappropriate and unacceptable behavior, respect for others living in their community and what they need to do to make things better. I am optimistic that things will be better for you. Since I took the students through our judicial process, their judicial files are confidential and I can't share specifics with you but I did want you to know that I met with them. Please, let me know if you experience any further disruptive and/or disorderly behavior (as defined in our policy) from these men.

*Pat Frawley*

Director of Judicial Affairs  
Towson University  
8000 York Road  
Towson, Maryland 21252  
410-704-2057  
410-704-3441 (F)

**Andrea Dodge**

---

**From:** Frawley, Patricia [pfrawley@towson.edu]  
**Sent:** Wednesday, March 21, 2007 8:20 AM  
**To:** Andrea Dodge  
**Subject:** RE: Disruptive Neighbors

Good Morning Ms. Dodge,

I am truly sorry you had to deal with this but I must ask, did you call the police at the time the noise was occurring. I must stress we need to have these incidents reported to the police so they can be addressed at the time of the incident and for us to take action it is essential that we have police reports.

---

**From:** Andrea Dodge [mailto:andrea.dodge@yemcorp.com]  
**Sent:** Wednesday, March 21, 2007 8:13 AM  
**To:** Frawley, Patricia  
**Subject:** Disruptive Neighbors

Good Morning Ms. Frawley:

I am sorry to report that the boys next door at 16 Skidmore Court continue with their disruptive behavior. This morning at 2:30 am I was awakened to girls talking, scraping the concrete with their high heel shoes, and slamming the front door as they came in the house (which by the way shakes the whole house). A few minutes later someone was wrapping on their door. A half an hour later the three girls came out of the house walking through the neighborhood yelling to each other like it was 3:00 PM in the afternoon. People coming and going went on until least 3:30 in the morning. Needless to say I have had about 4 hours of sleep.

Last Saturday my mother heard this girl screaming in the middle of the night. And also I am so tired of hearing the "f" word.

This is my home. Again I have a job to go to. Careless mistakes are being made because I am not getting the proper sleep that I need.

It seems to me that the girls they are bringing home with them make most of the noise when they come in at night.

I am asking again that something be done about this. As I said before I can't afford to move at this time. All we are asking is for a peaceful dwelling place to live in and a good night's sleep.

Thank you for your time and consideration in this matter. I hope to hear from you soon.

Sincerely,

Andrea C. Dodge  
18 Skidmore Court  
Towson, MD 21204  
03/21/07



| <u>Complaint No.</u> | <u>DATE</u> | <u>Time</u> | <u>Code</u> | <u>Complaint per</u> | <u>Address</u>             |
|----------------------|-------------|-------------|-------------|----------------------|----------------------------|
| 052770068,           | 10/4/2005   | 01:11,      | 8,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 052770134,           | 10/4/2005   | 02:50,      | 8,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 052950065,           | 10/22/2005  | 01:03,      | 8,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 053380036,           | 12/4/2005   | 00:28,      | 8,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 053380092,           | 12/4/2005   | 01:05,      | 8,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 053380182,           | 12/4/2005   | 02:38,      | 1,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 060850001,           | 3/26/2006   | 00:00,      | 8,A12,      | DISTURB,             | 06,16 SKIDMORE CT,060100,, |
| 061100170,           | 4/20/2006   | 03:28,      | 8,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 061321902,           | 5/12/2006   | 22:13,      | 8,F9,       | CODEVIOL,            | 06,16 SKIDMORE CT,060100,, |
| 061261623,           | 5/6/2006    | 20:24,      | 8,E5,       | CODEVIOL,            | 06,16 SKIDMORE CT,060100,, |
| 061900183,           | 7/9/2006    | 01:49,      | 8,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 063540143,           | 12/20/2006  | 02:57,      | 1,F17,      | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 063430183,           | 12/9/2006   | 02:34,      | 8,F9,       | DISTURB,             | 06,16 SKIDMORE CT,060100,, |
| 070070180,           | 1/7/2007    | 02:16,      | 8,F9,       | DISTURB,             | 06,16 SKIDMORE CT,060100,, |
| 072580588,           | 9/15/2007   | 10:29,      | 8,A12,      | SUSPSUB,             | 06,16 SKIDMORE CT,060100,, |
| 072511859,           | 9/8/2007    | 21:48,      | 8,E5,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 080550243,           | 2/24/2008   | 02:47,      | 7,F9,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 083270229,           | 11/22/2008  | 02:36,      | 8,A12,      | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 083111206,           | 11/6/2008   | 15:55,      | 5,H11,      | THEFT,               | 06,16 SKIDMORE CT,060100,, |
| 083320114,           | 11/27/2008  | 01:19,      | 8,E5,       | NOISE,               | 06,16 SKIDMORE CT,060100,, |
| 090071696,           | 1/7/2009    | 23:18,      | 8,A12,      | NOISE,               | 06,16 SKIDMORE CT,060100,, |

This is a Documented Incident.

ASIDE FROM THE ONE DOCUMENTED INCIDENT IN 2005 ALL OTHER COMPLAINTS WERE EITHER HANDLED AT THE SCENE (CODE 8's), UNVERIFIED (CODE 7) MEANING ALL WAS QUIET OR UNDER CONTROL UPON OUR ARRIVAL, OR UNFOUNDED (CODE 5) MEANING OUR INVESTIGATION DETERMINED THE ORIGINAL COMPLAINT COULD NOT BE SUBSTANTIATED.

File Settings Programs Options Search Reports Utilities Help Window

Event ID/CFS #

From  To

Date Received

Quick Filter

Situation Found  Type

District  Disposition

Reporting Area  Call Code 1

Begin Block  End Block  Street  Community

Event ID/CFS #

GOTO

500  Records to Retrieve

☐ Append & Automatically to Event ID/CFS #

☐ Do Not Append & to Event ID/CFS #

Wild Cards

Percent Sign (%) - Any Number of Characters

Underscore (\_) - One Character

Cross Streets - Delimited by comma (,)

| CFS Num   | Call Received    | Disposition | Situation Found | Type     | District | Event Location                         | Reporting Area | X-Street |
|-----------|------------------|-------------|-----------------|----------|----------|----------------------------------------|----------------|----------|
| 092961787 | 10/23/2009 21:12 | 7           | 6-AI            |          |          | Number of copies: <input type="text"/> | 060100         |          |
| 092680150 | 9/25/2009 02:59  | 7           | A12             | DISTURB  | 06       | 16 SKIDMORE CT                         | 060100         |          |
| 092486803 | 9/5/2009 12:02   | 8           | F17             | CODEVIOL | 06       | 16 SKIDMORE CT                         | 060100         |          |

Search Time: 23.24s  
Records: 3



TO: MS. ANDREA DODGE

FROM: SGT. STEPHEN FINK  
PCOL OUTREACH  
UNIT

2 PAGES REFERENCE TO SKIDMORE CT.

**Andrea Dodge**

---

**From:** Moriarty, Deb [dmoriarty@towson.edu]  
**Sent:** Tuesday, January 09, 2007 2:28 PM  
**To:** Andrea Dodge  
**Cc:** Varwig, Jana E.  
**Subject:** RE: Disruptive College Students  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Andrea, I am sorry to hear that these problems have resurfaced. We have moved this complaint into our judicial process and are reviewing police reports and using the tools within our system to address the behaviors that can be addressed. I am hopeful that the students will again be responsive to reasonable requests for civility as neighbors. Deb

*Deb Moriarty, Ph.D.*  
*Vice President for Student Affairs*  
*Towson University*  
*8000 York Rd.*  
*Towson, MD 21252*  
*410.704.2055*

---

**From:** Andrea Dodge [mailto:andrea.dodge@yemcorp.com]  
**Sent:** Tuesday, January 09, 2007 1:06 PM  
**To:** Moriarty, Deb  
**Subject:** Disruptive College Students

Good afternoon. Here I am writing to you again as I am still having problems with the students next door at 16 Skidmore Court.

the boys started out the school year being quiet and I told Brian Vetter that they were doing better, but it has been downhill ever since. Every weekend they have their friends over (it starts around 8:00 PM and usually continues until 11:00 PM) then they head out to the bars or whatever only then to come back around 2:00 am in the morning. And of course they wake me up as I can hear them coming in (with their friends) and there is yelling, sometimes loud music, running up and down the steps, and slamming doors. Also their friends standing outside on the porch talking on the cell phone. This usually goes on for a couple of hours. So needless to say I don't get any sleep and then end up spending my day catching up on my sleep. Not a very enjoyable and productive weekend. And it is not only on the weekends, but also when they go on break.

I have seen them urinating outside, a few weeks I believe someone vomitted on my lawn. Also a few weeks ago, I heard voices and went to look outside and saw three boys who do not live there playing with my hose and running the water. When they saw me looking at them one of them said "What the hell are you looking at lady". I am not going to confront them when they have been drinking. When they come in at all hours of the night they act like it is the daytime hours.

I have called the police twice towards the latter part of 2006. Obviously, either they are not afraid of the police or the police are not being strict enough. I called the help line just before Christmas and a young man returned my call. Unfortunately I didn't get his name. He did take some notes and told me the person I needed to talk to would not be back until the end of the year and that she would get in touch with me. Well, It is January 9th and I



still haven't heard from anyone.

I am at my wits end. I am very busy at work these days and I can't afford to loose sleep and don't need the aggrivation. What else do I need to do???? Unfortunately I cannot afford to move at this time. As I told you before, I have an elderly mother living with me as well. We are very quiet and expect the same curtisy. The walls are very thin and you can hear everything.

Another weeked is coming up and instead of looking forward to it I am dredding it.

Please don't tell me that you will follow up on this - I want to know what is being done to correct this situation.

Thanks!

Andrea C. Dodge

**Andrea Dodge**

---

**From:** Moriarty, Deb [dmoriarty@towson.edu]  
**Sent:** Tuesday, September 25, 2007 9:05 PM  
**To:** Andrea Dodge  
**Subject:** RE: Disruptive Students  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I'm sorry this continues to be an on-going problem. I have asked staff to check into the situation.

**Deb Moriarty, Ph.D.**  
**Vice President for Student Affairs**  
**Towson University**  
**8000 York Rd., Adm. 236**  
**Towson, MD 21252**  
**410.704.2055**

---

**From:** Andrea Dodge [mailto:andrea.dodge@yemcorp.com]  
**Sent:** Monday, September 24, 2007 1:06 PM  
**To:** Moriarty, Deb  
**Subject:** Disruptive Students

Hi Deb, hope the new school year is going well for you.

I am sorry to bother you yet again for the third year in a row. I can't believe that I have to come to you with this complaint again with the kids at 16 Skidmore Court.

I am experiencing the kids coming and going and waking me up at 2:00 am in the morning, coming home from the bars (slamming doors/stumping up and down the steps). This can go on for one to two hours at a time. I have not contacted the police as of yet because I hate to bother them. What else has to be done to correct this problem? You, the code enforcement department and police have this house on record. I just spoke to the Owner/Father in April I believe and expressed my concerns. I read all of these articles in the Towson Times that residents are encouraged to report these things, but still we experience the same problem.

Over the summer two of the boys moved out, but there is an new boy that has moved in. I don't have his name but he drives a dark blue volvo 1CX B55.

I know you have helped me in the past, and I am very grateful. Any help in this matter will be greatly appreciated.

Thanks!

**Andrea C. Dodge**  
**Y.E.M. Corporation**  
**18 Old Padonia Road**  
**Cockeysville, MD 21030**  
**410-308-2280 (3222) tel**  
**410-308-2192 fax**  
**andrea.dodge@yemcorp.com**

## Andrea Dodge

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**From:** Frawley, Patricia [pfrawley@towson.edu]

**Sent:** Friday, October 05, 2007 3:40 PM

**To:** Andrea Dodge

**Follow Up Flag:** Follow up

**Flag Status:** Flagged

Good afternoon,

I am handling the complaint you recently made regarding disruptive students at 16 Skidmore Ct. If you would not mind, I will need from you a more descriptive account of the behavior for the incident in question to determine if it falls under our off-campus policy. I did call the police and they said there was no report taken. It would be most helpful if you could describe the behavior that you experienced. Once I receive that, if it is what we would consider falling under the policy, I will ask our Detective and a Campus Life rep to go to the home and get all the names for me.

Thank you for informing us of this incident and I assure you I will look into it.

*Patricia Frawley*

Director of Judicial Affairs  
Towson University  
8000 York Road  
Towson, Maryland 21252  
410-704-2057  
410-704-3441 (F)

**Andrea Dodge**


---

**From:** Moriarty, Deb [dmoriarty@towson.edu]  
**Sent:** Wednesday, October 08, 2008 10:07 AM  
**To:** 'Andrea Dodge'  
**Subject:** RE: Disruptive Students  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Andrea, I am sorry to hear that you are again encountering disruptions. I will ask my staff to check to see if we have visited this house yet and will take efforts to contact the residents who are likely different from the tenants last year. While I appreciate your attempts to be diplomatic, if the behavior warrants calling the police, I encourage you to do so as it is the next step in us being able to take action. Sincerely, Deb

*Deb Moriarty, Ph.D.*  
*Vice President for Student Affairs*  
*Towson University*  
*8000 York Rd. Adm. 236*  
*Towson, MD 21252*  
*410-704-2055*



Please don't print this e-mail unless you really need to.

---

**From:** Andrea Dodge [mailto:andrea.dodge@yemcorp.com]  
**Sent:** Tuesday, October 07, 2008 9:38 AM  
**To:** Moriarty, Deb  
**Subject:** FW: Disruptive Students

Good morning Deb.

I am coming to you again for the 4<sup>th</sup> year in a row with the same complaint as the last three years. I am complaining about the students at 16 Skidmore Court in Towson. There are four new boys living there this year. I believe three of them are Lacrosse players. Again, there is drinking, their friends hanging out there, people coming and going all hours of the night. Saturday night I was awakened by a police officer knocking at their door and 12:30 am. I am not sure what that was about. Last night (12:30 am) I was awakened by loud voices. I went to the window to ask them to be quiet and remind them of what time it was. There were five of them outside in front of their house. They dispersed when I said something to them, and two minutes later they were back again. Here I am at work with only a few hours of sleep. Once I am awake, it is very hard for me to go back to sleep.

I have not contacted the police as of yet. I have been trying the diplomatic approach, but it is not working. I have read all of the articles in the Towson Times stating how you are working with the communities, but I see no change. These students have taken over our community. They are loud, disruptive, and they leave trash all over. And to complicate things, the boys next door to me have a dog, which they let run loose. They let their dog do it's business on other people's lawn and do not pick it up.

I have copied you on an email I sent to code enforcement describing some of the issues. I only have two license plate numbers 311 BBB Toyota Camry and EEW 3329 NY license.

3/3/2010



I am hoping the housing market will change by next spring so I can move, but until then I would appreciate any assistance I can get from you.

I look forward form hearing from you.

Thank you in advance.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
andrea.dodge@yemcorp.com

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

**From:** Mike Mohler [mailto:mmohler@baltimorecountymd.gov]

**Sent:** Tuesday, September 23, 2008 1:10 PM

**To:** Andrea Dodge

**Subject:** Re: FW: Code Enforcement Questions

We will do our best to clean this situation up.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 09/23/08 12:53 PM >>>

Dear Mr. Mohler,

Sister Evelyn Grudza copied this form to me to fill out. I hope this does some good. I have had to put up with the neighbors at 16 Skidmore Court going on 4 years now. Kids moving in, moving out. We were told that 4 of them are living their now. I don't know their relationship to the owner. I do know that the owner does not live there.

This past Saturday night, several boys were there being loud and disruptive. They left at 11:15 PM. I witnessed them come out of the house very loudly finishing up their beers and then tossing them on the ground and then got into their cars and drove away. Scary thought! I don't even know if they are of the drinking age.

Along with that there is trash left on the parking lot and in the yards. These people can't even pick up their newspapers.

They also have a dog. There were trash bags left on the bottom back patio, and I believe the dog got into it and there was trash all over the place. I observed this Sunday afternoon. It was still there on Monday.

Also, they have only cut the weeds on the hill in the back alley once, and that is because they got a notice from the county.

My elderly mother who lives with me told one of the boys that the walls were thin and that you can hear everything. But obviously that went into one ear and out the other.

As I said this is an ongoing problem from year to year. Because of the real-estate market being the way it is, I cannot move at this time. But do hope to be able to move next spring. I hope to find a place where it is peaceful and I won't have to worry about where I am going to park when I get home in the evening hours.

But until then I hope to get some help in this situation. This is my second email to code enforcement. I went

3/3/2010

on line and filed a complaint after Labor Day when all the kids came moving in. This includes the other houses mentioned as well.  
Thank you in advance.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

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

**From:** copier@yemcorp.com [mailto:copier@yemcorp.com]

**Sent:** Tuesday, September 23, 2008 12:26 PM

**To:** ANDREA DODGE

**Subject:** Attached Image

**Andrea Dodge**


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**From:** Frawley, Patricia [pfrawley@towson.edu]  
**Sent:** Tuesday, October 09, 2007 9:41 AM  
**To:** Andrea Dodge  
**Subject:** FW:  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Morning,

I am following up on my recent E-mail to you requesting a more detailed account of the disruptive behavior demonstrated by the students at 16 Skidmore Ct. At this point in time, I can not go further with this complaint until I receive the description. I truly want to help you with your complaint if it falls under the policy. Slamming doors and stumping up and down the steps does not fall into that category, that is why it is important to receive a more detailed description. Our policy deals with loud and out of control parties at students houses. These parties usually result in not only loud noise but at times urinating on lawns and throwing their alcohol containers on neighbors property. I hope this is helpful and I look forward to your response.

You mentioned in your E-mail that you did not want to bother the police. I strongly urge you to contact the police, at the time of the disruptive behavior, so that they can generate a police report with the names of the residents. They are working very well with us to combat the problem of out of control students and you would not be bothering them. Having a police report helps my office deal with problem immediately.

Pat Frawley  
 Director, Judicial Affairs

---

**From:** Frawley, Patricia  
**Sent:** Friday, October 05, 2007 3:40 PM  
**To:** 'Andrea Dodge'  
**Subject:**

Good afternoon,

I am handling the complaint you recently made regarding disruptive students at 16 Skidmore Ct. If you would not mind, I will need from you a more descriptive account of the behavior for the incident in question to determine if it falls under our off-campus policy. I did call the police and they said there was no report taken. It would be most helpful if you could describe the behavior that you experienced. Once I receive that, if it is what we would consider falling under the policy, I will ask our Detective and a Campus Life rep to go to the home and get all the names for me.

Thank you for informing us of this incident and I assure you I will look into it.

*Patricia Frawley*

Director of Judicial Affairs  
 Towson University  
 8000 York Road  
 Towson, Maryland 21252  
 410-704-2057  
 410-704-3441 (F)

## Andrea Dodge

---

**From:** evelyn grudza [genesish@verizon.net]  
**Sent:** Monday, September 08, 2008 9:28 PM  
**To:** andrea.dodge@yemcorp.com  
**Subject:** Fw: Rooming Boarding Cases Skidmore Ct  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Andrea,

If I ever see Nancy I will also ask her to fill out this form. At least we are getting a response.

I also told her that the morning is not the best time to come around. They usually arrive back around 3:00PM or so.

Let's see what happens. She also gave us her phone number.

Evelyn

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

**From:** Latoshia Rumsey-Scott

**To:** genesish@verizon.net

**Cc:** Claudia Fischer

**Sent:** Monday, September 08, 2008 3:42 PM

**Subject:** Rooming Boarding Cases Skidmore Ct

Hello I am the inspector assigned to the Rooming/Boarding case of 4 Skidmore, 6 Skidmore, & 16 Skidmore Court.

The properties were inspected today to attempt to question occupants. I believe the students were either already at school or just not answering. I will continue to make random inspections including early morning.

Below I've attached a list of questions in an attempt to gather information if either yourself or any other neighbors are interested in completing (they can remain anonymous).

Thank

L. Scott

410-887-8099



## Andrea Dodge

---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Thursday, September 18, 2008 7:19 AM  
**To:** Latoshia Rumsey-Scott; evelyn grudza  
**Cc:** Claudia Fischer; Deb Moriarty; andrea.dodge@yemcorp.com  
**Subject:** Re: CODE ENFORCEMENT QUESTIONS  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

The more neighbors that can testify the better. We just won a \$5,000 judgement against a homeowner in Catonsville for losing control of the house. They were also using as a "flop" house. We will assist in anyway but the more the neighbors get involved the better our chances.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "evelyn grudza" <genesish@verizon.net> 09/17/08 9:42 PM >>>

Dear Ms. Scott,

Enclosed is a copy of the form which I attempted to fill out to the best of my knowledge of the situation in the Skidmore Court area.

I would be helpful for you and Mike Mohler to know that we have registered these complaints for the past two years with no resolution to the situation.

I will send the original form with my signature by mail since I can't do this over the internet.

Several of the neighbors are in agreement that this situation must be resolved and resolved as soon as possible. I personally have not observed anyone coming to any of the houses in the past two weeks. I work Mon-Wed until 2:00PM. Most cars are out of the court by 8:00AM and return between 5:00PM and 9:00PM.

Today, there was a car parked at an angle in the court which blocked a neighbor's car. I am not sure how the neighbor was able to get his car out. I know that he attends a church service every day at 8:30 and is a senior citizen.

We are thoroughly disgusted with Towson University. If they wish to expand the University student population, they should include housing for ALL STUDENTS, not just undergraduates. The neighbors in this area agree that TU has allowed our area to become a series of FRAT houses.

Sincerely,  
Sister Evelyn J. Grudza, OSF

## Andrea Dodge

---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Tuesday, September 23, 2008 1:10 PM  
**To:** Andrea Dodge  
**Subject:** Re: FW: Code Enforcement Questions  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

We will do our best to clean this situation up.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 09/23/08 12:53 PM >>>  
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Along with that there is trash left on the parking lot and in the yards. These people can't even pick up their newspapers.

They also have a dog. There were trash bags left on the bottom back patio, and I believe the dog got into it and there was trash all over the place. I observed this Sunday afternoon. It was still there on Monday.

Also, they have only cut the weeds on the hill in the back alley once, and that is because they got a notice from the county.

My elderly mother who lives with me told one of the boys that the walls were thin and that you can hear everything. But obviously that went into one ear and out the other.

As I said this is an ongoing problem from year to year. Because of the real-estate market being the way it is, I cannot move at this time. But do hope to be able to move next spring. I hope to find a place where it is peaceful and I won't have to worry about where I am going to park when I get home in the evening hours.

But until then I hope to get some help in this situation. This is my second email to code enforcement. I went on line and filed a complaint after Labor Day when all the kids came moving in. This includes the other houses mentioned as well.  
Thank you in advance.

*Andrea C. Dodge*  
*Y.E.M. Corporation*

3/3/2010

410-308-2280 (3222) tel

410-308-2192 fax

[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

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

**From:** copier@yemcorp.com [mailto:copier@yemcorp.com]

**Sent:** Tuesday, September 23, 2008 12:26 PM

**To:** ANDREA DODGE

**Subject:** Attached Image

**Andrea Dodge**


---

**From:** Seaman, Tony [tseaman@towson.edu]  
**Sent:** Wednesday, October 08, 2008 1:24 PM  
**To:** Moriarty, Deb; 'Andrea Dodge'  
**Subject:** RE: Disruptive Students

I will check into it and see who lives there and speak with them. Tony

---

**From:** Moriarty, Deb  
**Sent:** Wednesday, October 08, 2008 10:07 AM  
**To:** 'Andrea Dodge'  
**Subject:** RE: Disruptive Students

Andrea, I am sorry to hear that you are again encountering disruptions. I will ask my staff to check to see if we have visited this house yet and will take efforts to contact the residents who are likely different from the tenants last year. While I appreciate your attempts to be diplomatic, if the behavior warrants calling the police, I encourage you to do so as it is the next step in us being able to take action. Sincerely, Deb

*Deb Moriarty, Ph.D.*  
*Vice President for Student Affairs*  
*Towson University*  
*8000 York Rd. Adm. 236*  
*Towson, MD 21252*  
*410-704-2055*



Please don't print this e-mail unless you really need to.

---

**From:** Andrea Dodge [mailto:andrea.dodge@yemcorp.com]  
**Sent:** Tuesday, October 07, 2008 9:38 AM  
**To:** Moriarty, Deb  
**Subject:** FW: Disruptive Students

Good morning Deb.

I am coming to you again for the 4<sup>th</sup> year in a row with the same complaint as the last three years. I am complaining about the students at 16 Skidmore Court in Towson. There are four new boys living there this year. I believe three of them are Lacrosse players. Again, there is drinking, their friends hanging out there, people coming and going all hours of the night. Saturday night I was awakened by a police officer knocking at their door and 12:30 am. I am not sure what that was about. Last night (12:30 am) I was awakened by loud voices. I went to the window to ask them to be quiet and remind them of what time it was. There were five of them outside in front of their house. They dispersed when I said something to them, and two minutes later they were back again. Here I am at work with only a few hours of sleep. Once I am awake, it is very hard for me to go back to sleep.

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dog do it's business on other people's lawn and do not pick it up.

I have copied you on an email I sent to code enforcement describing some of the issues. I only have two license plate numbers 311 BBB Toyota Camry and EEW 3329 NY license.

I am hoping the housing market will change by next spring so I can move, but until then I would appreciate any assistance I can get from you.

I look forward form hearing from you.

Thank you in advance.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

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

**From:** Mike Mohler [mailto:mmohler@baltimorecountymd.gov]

**Sent:** Tuesday, September 23, 2008 1:10 PM

**To:** Andrea Dodge

**Subject:** Re: FW: Code Enforcement Questions

We will do our best to clean this situation up.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Andrea Dodge" <[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)> 09/23/08 12:53 PM >>>

Dear Mr. Mohler,

Sister Evelyn Grudza copied this form to me to fill out. I hope this does some good. I have had to put up with the neighbors at 16 Skidmore Court going on 4 years now. Kids moving in, moving out. We were told that 4 of them are living their now. I don't know their relationship to the owner. I do know that the owner does not live there.

This past Saturday night, several boys were there being loud and disruptive. They left at 11:15 PM. I witnessed them come out of the house very loudly finishing up their beers and then tossing them on the ground and then got into their cars and drove away. Scary thought! I don't even know if they are of the drinking age.

Along with that there is trash left on the parking lot and in the yards. These people can't even pick up their newspapers.

They also have a dog. There were trash bags left on the bottom back patio, and I believe the dog got into it and there was trash all over the place. I observed this Sunday afternoon. It was still there on Monday.

Also, they have only cut the weeds on the hill in the back alley once, and that is because they got a notice from the county.

My elderly mother who lives with me told one of the boys that the walls were thin and that you can hear everything. But obviously that went into one ear and out the other.

3/3/2010

As I said this is an ongoing problem from year to year. Because of the real-estate market being the way it is, I cannot move at this time. But do hope to be able to move next spring. I hope to find a place where it is peaceful and I won't have to worry about where I am going to park when I get home in the evening hours.

But until then I hope to get some help in this situation. This is my second email to code enforcement. I went on line and filed a complaint after Labor Day when all the kids came moving in. This includes the other houses mentioned as well.

Thank you in advance.

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[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)  
-----Original Message-----

**From:** copier@yemcorp.com [mailto:copier@yemcorp.com]  
**Sent:** Tuesday, September 23, 2008 12:26 PM  
**To:** ANDREA DODGE  
**Subject:** Attached Image

## Andrea Dodge

---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Thursday, October 30, 2008 3:57 PM  
**To:** Andrea Dodge  
**Subject:** Re: 16 Skidmore Court

Inspector Scott has been in touch w/Sister Gruzda (sp?) about this case. Our inspectors visit the site, they do not "stake-out", if no one is home (they go at different times) we return. We are not allowed in the house -by law- I will have Inspector Scott reply to you on the latest inspection, she will be in the office on Monday. My memory tells me there is a hearing scheduled but I'd rather the inspector give you the actual details.

Behavior issues are a police matter, I'm sorry for your troubles, I'm certain it is not pleasant to live with.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 10/30/08 10:51 AM >>>  
Dear Mr. Mohler:

I am curious to know how the investigation is going with 16 Skidmore Court???? I believe I have contacted Code Enforcement twice, but have not heard back from anyone. Again, these boys woke me up at 2:00 in the morning coming in from the bars. I am at my wits end. Where else can I go for help?. I have already contacted Towson University. Apparently they spoke to one of the boys. The young man living at the residence assured me things would be better, but it continues on. Kids coming and going at all hours of the day and night. Again, as I stated before, the owner does not live there. This has been going on for four years now. The owner went before the zoning board before a couple of years ago.

Is there any hope in this situation??

Look forward to hearing from you.

**Andrea C. Dodge**  
**Y.E.M. Corporation**  
**18 Old Padonia Road**  
**Cockeysville, MD 21030**  
**410-308-2280 (3222) tel**  
**410-308-2192 fax**  
**andrea.dodge@yemcorp.com**

**Andrea Dodge**


---

**From:** Moriarty, Deb [dmoriarty@towson.edu]  
**Sent:** Wednesday, November 26, 2008 2:03 PM  
**To:** 'Andrea Dodge'  
**Cc:** Frawley, Patricia; Varwig, Jana E.  
**Subject:** RE: Disruptive Students

Andrea, I am sorry to hear that the disruptions persist. Hopefully things will be quiet for the weekend. My staff will follow up early next week to determine what next steps we can take.

Happy thanksgiving to you and yours. Deb

*Deb Moriarty, Ph.D.*  
*Vice President for Student Affairs*  
*Towson University*  
**410-704-2055**

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**From:** Andrea Dodge [mailto:andrea.dodge@yemcorp.com]  
**Sent:** Wednesday, November 26, 2008 8:58 AM  
**To:** Moriarty, Deb  
**Subject:** RE: Disruptive Students

November 26, 2008

Dear Deb,

I am writing to you again in regards to the students at 16 Skidmore Court. This situation has not been resolved. Again I have spoken to some of them with no positive results. I had to call the police Friday night because I was awakened again at 2:00 o'clock in the morning by them coming in from wherever. Afterwards two boys were outside talking on their cell phone. When the police arrived, he spoke to them very briefly, shook their hands and left. He never went inside the house. A half an hour later, they were outside on the front porch talking. I yelled out of the window that it was 3:00 o'clock in the morning and for them to be quiet. I told them to leave or go back into the house. They said they were waiting for a cab. The cab was sitting on the parking lot waiting for them. A half an hour later I heard more voices and noted that 11 people came out of the house that did not live there. Also they were arguing out back and woke up my mother. The next day I talked to two of them (one of them told me he was a student teacher). When I questioned him about the noise he replied "huh".

Anyway, this has been going since my last email. They either wake me up during the week or the weekend. I am very tired of this. I have spoken to them several times, but it doesn't seem to get thru to them. I am exhausted. And again last night they woke me when they came in the middle of the night in shifts.

Also, they have their friends hanging out there. It is a revolving door. And of course the door slams every time they go in and out.

I would like to mention also that my last email to you somehow got forwarded to those boys. Steven (one of the boys) told me he saw my email to you. Is this proper procedure?

Where are the parents in all of this? They dump their children in these houses because they don't want them at home and the residents have to police them. Again this is going on four years now, and I have had it. Also, I

3/3/2010



think the owner of house needs to be notified as well. It has been almost a year since I have seen him. It seems to me he should have some responsibility in this situation.

When do these kids go to school and study? It seems to me that all they do is party. This is our future generation??????

This needs to get resolved quickly. I can't keep coming to work on a few hours of sleep, nor should I have to put up with this on the weekends.

I spend my weekends sleeping half the day, because I was awake half the night. Not very productive.

I hope this is the last email that I have to send regarding this issue.

I look forward to hearing from you and I hope that you have a wonderful, peaceful Thanksgiving.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

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

**From:** Moriarty, Deb [<mailto:dmoriarty@towson.edu>]  
**Sent:** Wednesday, October 08, 2008 10:07 AM  
**To:** 'Andrea Dodge'  
**Subject:** RE: Disruptive Students

Andrea, I am sorry to hear that you are again encountering disruptions. I will ask my staff to check to see if we have visited this house yet and will take efforts to contact the residents who are likely different from the tenants last year. While I appreciate your attempts to be diplomatic, if the behavior warrants calling the police, I encourage you to do so as it is the next step in us being able to take action. Sincerely, Deb

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*Towson, MD 21252*  
*410-704-2055*



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**Sent:** Tuesday, October 07, 2008 9:38 AM  
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**Subject:** FW: Disruptive Students

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I am hoping the housing market will change by next spring so I can move, but until then I would appreciate any assistance I can get from you.

I look forward form hearing from you.

Thank you in advance.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
 410-308-2280 (3222) tel  
 410-308-2192 fax  
 andrea.dodge@yemcorp.com

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

**From:** Mike Mohler [mailto:mmohler@baltimorecountymd.gov]

**Sent:** Tuesday, September 23, 2008 1:10 PM

**To:** Andrea Dodge

**Subject:** Re: FW: Code Enforcement Questions

We will do our best to clean this situation up.

Mike Mohler, Deputy Director  
 Permits and Development  
 410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 09/23/08 12:53 PM >>>

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As I said this is an ongoing problem from year to year. Because of the real-estate market being the way it is, I cannot move at this time. But do hope to be able to move next spring. I hope to find a place where it is peaceful and I won't have to worry about where I am going to park when I get home in the evening hours.

But until then I hope to get some help in this situation. This is my second email to code enforcement. I went on line and filed a complaint after Labor Day when all the kids came moving in. This includes the other houses mentioned as well.

Thank you in advance.

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*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

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

**From:** copier@yemcorp.com [mailto:copier@yemcorp.com]

**Sent:** Tuesday, September 23, 2008 12:26 PM

**To:** ANDREA DODGE

**Subject:** Attached Image

## Andrea Dodge

---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Thursday, November 27, 2008 12:36 PM  
**To:** andrea.dodge@yemcorp.com  
**Cc:** Latoshia Rumsey-Scott  
**Subject:** RE: FW: Code Enforcement Questions

Inspector Rumsey-Scott has this case. She will communicate with you upon her return on Monday.

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 11/26/08 9:08 AM >>>  
November 26, 2008

Good morning Mr. Mohler.

Could you please tell me what the status of this case is???? Thank you!

Andrea C. Dodge

Y.E.M. Corporation

410-308-2280 (3222) tel

410-308-2192 fax

<mailto:andrea.dodge@yemcorp.com> andrea.dodge@yemcorp.com

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

**From:** Mike Mohler [mailto:mmohler@baltimorecountymd.gov]  
**Sent:** Tuesday, September 23, 2008 1:10 PM  
**To:** Andrea Dodge  
**Subject:** Re: FW: Code Enforcement Questions

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Permits and Development

410-887-3375

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Thank you in advance.

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<mailto:andrea.dodge@yemcorp.com> andrea.dodge@yemcorp.com

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Sent: Tuesday, September 23, 2008 12:26 PM

To: ANDREA DODGE  
Subject: Attached Image

**Andrea Dodge**

**From:** Moriarty, Deb [dmoriarty@towson.edu]  
**Sent:** Sunday, December 07, 2008 10:54 AM  
**To:** 'Andrea Dodge'  
**Subject:** RE: Disruptive Students

Andrea, This is a complex and difficult situation to resolve. The residents have a right to live in the house in your neighborhood and while their behavior might be rude and insensitive, it is not illegal. We are working to be sensitive to your concerns while at the same time being sensitive to the students who live there. Undoubtedly, young folks have very different schedules and lifestyles.

One suggestion would be for you to work or continue to work with your neighborhood representative to hold the landlord accountable for the actions of his or her tenants. It is our practice to inform students of who is accusing them so that we confirm the charges and hear their side of the situation. Calling the police when the behavior rises to that level is a good idea. However, the residents have not, to my knowledge, been cited for any violations.

We are exploring the idea of adding mediation to the process of working with students and their neighbors. I welcome your input on whether or not you felt this would be an agreeable next step. Deb

*Deb Moriarty, Ph.D.*  
*Vice President for Student Affairs*  
*Towson University*  
**410-704-2055**

---

**From:** Andrea Dodge [mailto:andrea.dodge@yemcorp.com]  
**Sent:** Wednesday, November 26, 2008 2:13 PM  
**To:** Moriarty, Deb  
**Subject:** RE: Disruptive Students

Thank you!

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
**410-308-2280 (3222) tel**  
**410-308-2192 fax**  
 andrea.dodge@yemcorp.com

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**From:** Moriarty, Deb [mailto:dmoriarty@towson.edu]  
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**To:** 'Andrea Dodge'  
**Cc:** Frawley, Patricia; Varwig, Jana E.  
**Subject:** RE: Disruptive Students

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*Jowson University*  
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**To:** Moriarty, Deb  
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November 26, 2008

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I look forward to hearing from you and I hope that you have a wonderful, peaceful Thanksgiving.

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**Sent:** Wednesday, October 08, 2008 10:07 AM  
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*Towson, MD 21252*  
*410-704-2055*



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**To:** Andrea Dodge

**Subject:** Re: FW: Code Enforcement Questions

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Also, they have only cut the weeds on the hill in the back alley once, and that is because they got a notice from the county.

My elderly mother who lives with me told one of the boys that the walls were thin and that you can hear everything. But obviously that went into one ear and out the other.

As I said this is an ongoing problem from year to year. Because of the real-estate market being the way it is, I cannot move at this time. But do hope to be able to move next spring. I hope to find a place where it is peaceful and I won't have to worry about where I am going to park when I get home in the evening hours.

But until then I hope to get some help in this situation. This is my second email to code enforcement. I went on line and filed a complaint after Labor Day when all the kids came moving in. This includes the other houses mentioned as well. Thank you in advance.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

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

**From:** copier@yemcorp.com [mailto:copier@yemcorp.com]

**Sent:** Tuesday, September 23, 2008 12:26 PM

**To:** ANDREA DODGE

**Subject:** Attached Image

Deb, I am sorry I haven't replied to your email from 12/10/08 as of yet. My mother had a heart attack a Monday a week ago (12

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*18 Old Padonia Road*  
*Cockeysville, MD 21030*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)



## Andrea Dodge

---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Thursday, December 18, 2008 8:00 AM  
**To:** Andrea Dodge  
**Subject:** Re: 16 Skidmore Court Hearing

will do

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 12/18/08 7:52 AM >>>  
Good morning Mike.

According to the Towson Times another hearing is scheduled in three weeks for 16 Skidmore Court. As you know I live next door to this house. I would like to know when the next hearing is so that I may attend. I was unable to attend the one on Dec 9<sup>th</sup> as my mother had a heart attack on the 8<sup>th</sup> and was in the hospital that entire week.

If you or Miss Scott could please let me know I would greatly appreciate it.

Thank you and have a Merry Christmas.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*18 Old Padonia Road*  
*Cockeysville, MD 21030*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
*andrea.dodge@yemcorp.com*

## Andrea Dodge

**From:** Latoshia Rumsey-Scott [LRumsey-Scott@baltimorecountymd.gov]  
**Sent:** Monday, January 12, 2009 7:15 AM  
**To:** Andrea Dodge  
**Subject:** RE: 16 Skidmore Court Hearing

Happy New Year...

I'm still awaiting the final order from the hearing officer. Thank you for the update.

L. Scott

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 1/8/2009 12:41 PM >>>  
Hi Latoshia.

I was wondering what was happening with this case???? Two more boys moved in this past Sunday. The one resident said they were there until their dorms were ready. This is out of control. I reread the article in Towson Times and I know for a fact that they have 4 and now plus students in there. The owner doesn't have to always rent to college students. They could find other suitable tenants. I had to call the police again last night because of noise violations (basically a party).

If I can be of any further help please let me know.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
andrea.dodge@yemcorp.com

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

**From:** Latoshia Rumsey-Scott [mailto:LRumsey-Scott@baltimorecountymd.gov]  
**Sent:** Thursday, December 18, 2008 8:27 AM  
**To:** Mike Mohler; Andrea Dodge  
**Cc:** Fay.Citerone@bdk.com; 'evelyn grudza'  
**Subject:** Re: 16 Skidmore Court Hearing

Hello Mrs. Dodge:

At this point a new hearing has not been scheduled for 16 Skidmore Ct. The hearing officer has not issued a Final Order for the case heard on December 9th. As soon as that order has been received I will forward a copy via email.

I hope all is well with your family. Have a good day.

Latoshia

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 12/18/2008 7:52 AM >>>  
Good morning Mike.

According to the Towson Times another hearing is scheduled in three weeks for 16 Skidmore Court. As

you know I live next door to this house. I would like to know when the next hearing is so that I may attend. I was unable to attend the one on Dec 9<sup>th</sup> as my mother had a heart attack on the 8<sup>th</sup> and was in the hospital that entire week.

If you or Miss Scott could please let me know I would greatly appreciate it.

Thank you and have a Merry Christmas.

*Andrea C. Dodge*  
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*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

**Andrea Dodge**

---

**From:** evelyn grudza [genesish@verizon.net]  
**Sent:** Wednesday, February 04, 2009 9:17 PM  
**To:** Mike Mohler  
**Cc:** Andrea Dodge  
**Subject:** Re: Towson University

Mike,

We attempted to have designated parking spaces when we first moved into Skidmore Court twelve years ago. That proved useless, however, when someone with some authority wanted Radcliffe to be one way, before you knew it, it happened. We just don't know the right people.

As for my e-mail address, I have e-mailed you many times in the past. I can only judge from what I seem to know since the facts were not presented to me at all. It seems that even the neighbor next to #16 did not know about the date of the inquiry. She is the one most affected by the students.

Mike, what in the world is an LLC? You are stating information that I don't understand. I thought this was a neighborhood residence.

Is this a business???

I did not read my e-mail until today (Wednesday).

PEACE!

Sr. Evelyn

I did appreciate Loni giving me the information.

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

**From:** Mike Mohler  
**To:** evelyn grudza  
**Sent:** Tuesday, February 03, 2009 6:23 AM  
**Subject:** Re: Towson University

Sister, in fact I tried to reach you Thursday but unfortunately did not have your e-mail in my system. Also I was the one who called Loni and gave her the information that the opinion was written and she was more than welcome to come in and view it. Please don't make accusations when you don't know all of the facts. We are a country of laws. The hearing officer wrote a fair opinion based on his research of the laws. You may not like them but that's the system. The system allows for LLC's to be created it gives you the same rights as your neighbor. We can't legislate and enforce bad behavior, those are police issues. You still have the option of taking them to court under a nuisance code. The system allows you to do that. Does your court have parking restrictions? If not why not pursue, we can help you with that.

If they have set up the LLC with 3 owners there can be a total of 5 people living in the house. That is the code.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "evelyn grudza" <genesish@verizon.net> 02/02/09 8:29 PM >>>

Loni,

I can't believe that Mr. Vetter can get away with this!!! It seems that if you find a good lawyer who can find loopholes you can do just what you want to do and still be within the law.

He now has other students living there!!! How long will this situation continue? Today, it was virtually impossible to find a parking space at 3:30PM.

By the way, no one from Mike Mohler's office gave us any information about the situation. If it were not for



you, we would still be in the dark. How's that for being a good communicator?

Towson University has no control over what happens outside their campus but the rest of the neighbors live with the consequences.

Thank you so much for taking time out to send this information to me. It is greatly appreciated. At least, I know one person who attempts to communicate with us who live in the area. Keep up the good work Loni.

PEACE!

SR.Evelyn Grudza, OSF

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

**From:** Loni Ingraham

**To:** evelyn grudza

**Sent:** Monday, February 02, 2009 4:38 PM

**Subject:** Re: Towson University

Well, I guess you know by now, but if not, I looked at the file today and found they had ruled Vetter guilty on Jan. 29 of operating a roominghouse-boarding house, because the sales transaction he claimed didn't become valid until Dec. 30. However, the citation was for \$6,000 in fines and the county only hit him for \$800. ( In all fairness the citation was for not only violating the rooming house boarding house law but also for failing to register the house as a rental, but the latter charge was dismissed because the county had postponed the registration deadline, . I am trying to find out how much of the \$6,000 was for that..) Because he did put it into an LLC, he can now legally continue to have the three or four people living there

Considering Vetter claims in the file that each of the three occupants pay \$500 per month, what would you like to say about this.

On 1/30/09 8:50 AM, "evelyn grudza" <genesish@verizon.net> wrote:

Dear Loni,

Great article about the Towson University Stadium and Rogers Forge residents. I just wish we had as much luck with the Code Enforcement. We have heard absolutely nothing from them at all. In fact, at the beginning of this semester, new students moved in and others moved out! You can't win.

PEACE!

Sr. Evelyn Grudza, OSF

## Andrea Dodge

---

**From:** evelyn grudza [genesish@verizon.net]  
**Sent:** Wednesday, August 19, 2009 9:18 PM  
**To:** Andrea Dodge  
**Cc:** Fay Citerone  
**Subject:** Fw: 16 Skidmore CT

Andrea,  
Hopefully, Michele and I will be at this meeting. Will you be able to come as well?  
PEACE!

Evelyn

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

**From:** Latoshia Rumsey-Scott  
**To:** genesish@verizon.net  
**Cc:** Mike Mohler  
**Sent:** Tuesday, August 18, 2009 4:39 PM  
**Subject:** 16 Skidmore CT

Hello,

A hearing has been scheduled for 09/02/09 at 9a.m. Room 106 of the County Office Bldg. Please contact me with any questions.

L. Scott

## Andrea Dodge

---

**From:** Latoshia Rumsey-Scott [LRumsey-Scott@baltimorecountymd.gov]  
**Sent:** Monday, August 31, 2009 4:44 PM  
**To:** Andrea Dodge  
**Subject:** Re: FW: Rooming House Questions for Complaint  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thanks for completing the questions. Unfortunately the hearing has been postponed due to a conflict scheduled approved by the Hearing Officer. I will forward the new hearing date once received.

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 8/31/2009 2:42 PM >>>  
Dear Ms. Scott.

Attached please find my questionnaire per your request. I believe a hearing is scheduled for this Wednesday at 9:00 am. I plan to attend.

Thanks for your help in this matter.

Regards

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

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

**From:** Y.E.M. Corporation [mailto:[copier@yemcorp.com](mailto:copier@yemcorp.com)]  
**Sent:** Monday, August 31, 2009 2:31 PM  
**To:** ANDREA DODGE  
**Subject:** Attached Image

**Andrea Dodge**

**From:** Latoshia Rumsey-Scott [LRumsey-Scott@baltimorecountymd.gov]  
**Sent:** Thursday, September 03, 2009 4:25 PM  
**To:** evelyn grudza; andrea.dodge@yemcorp.com  
**Cc:** Mike Mohler  
**Subject:** Re: questionnaire for Latoshia Rumsey-Scott 8 30 09  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello,

The attorney for 16 Skidmore LLC has filed a Petition for Special Hearing. Therefore, we are forced to suspend the Rooming/Boarding Hearing until the Zoning Commissioner makes a ruling.

Latoshia

>>> "evelyn grudza" <genesish@verizon.net> 9/3/2009 4:02 PM >>>  
 Thank you Latoshia!  
 PEACE!  
 Have a good weekend!  
 Sr. Evelyn

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

**From:** Latoshia Rumsey-Scott  
**To:** evelyn grudza  
**Sent:** Wednesday, September 02, 2009 3:53 PM  
**Subject:** Re: questionnaire for Latoshia Rumsey-Scott 8 30 09

thanks for the latest, hopefully by the end of the week i will have a new hearing date

>>> "evelyn grudza" <genesish@verizon.net> 9/2/2009 3:48 PM >>>

Latoshia,

We have noticed that the latest is that the boys who live in the house now are shuttled back and forth by one of the boys. It seems that they don't want us to know that they have four students in there. Hope to hear about the hearing date soon.

PEACE!

Sr. Evelyn

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

**From:** Latoshia Rumsey-Scott  
**To:** evelyn grudza  
**Sent:** Tuesday, September 01, 2009 3:07 PM  
**Subject:** Re: questionnaire for Latoshia Rumsey-Scott 8 30 09

Has me wondering... if they we attempt to move anyone out

>>> "evelyn grudza" <genesish@verizon.net> 9/1/2009 3:06 PM >>>

Latoshia,

It is very interesting! The other day the owner and his wife cleaned up the front porch and the yard which has been a mess most of the summer and part of spring. Who knows what that was all about!

Thank you!

PEACE!

Sr. Evelyn



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

**From:** Latoshia Rumsey-Scott

**To:** evelyn grudza

**Sent:** Tuesday, September 01, 2009 11:06 AM

**Subject:** Re: questionnaire for Latoshia Rumsey-Scott 8 30 09

Hello

Yes, owners are allowed to request postponements. Sorry.

>>> "evelyn grudza" <genesish@verizon.net> 9/1/2009 10:55 AM >>>

Latoshia,

I am quite upset about this! We are about to report #14 Skidmore Court who now has four people and four cars in it. So how do we get some satisfaction when hearings are postponed?

Do you know if the owner has the ability to do this????

Thank you!

Sr. Evelyn

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

**From:** Latoshia Rumsey-Scott

**To:** evelyn grudza

**Sent:** Monday, August 31, 2009 8:38 AM

**Subject:** Re: questionnaire for Latoshia Rumsey-Scott 8 30 09

Hello

The hearing officer has granted a postponement for 16 Skidmore Court, I will forward the new date once received thanks for completing the questions.

Latoshia

>>> "evelyn grudza" <genesish@verizon.net> 8/30/2009 8:00 PM >>>

Attached is the questionnaire regarding 16 Skidmore Court for the upcoming hearing.

Peace!

Sr. Evelyn Grudza, OSF

PS I submitted a similar form to your office several years ago with the same complaint.

## Andrea Dodge

---

**From:** Latoshia Rumsey-Scott [LRumsey-Scott@baltimorecountymd.gov]  
**Sent:** Monday, September 28, 2009 7:34 AM  
**To:** Andrea Dodge  
**Cc:** 'evelyn grudza'  
**Subject:** Re: 16 Skidmore Court

Hello

At this point my hands are tied, I will continue to check for a date for the Special Hearing they have requested????

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 9/28/2009 7:19 AM >>>  
Good morning Latoshia.

I was wondering what the status was on 16 Skidmore Court? Remember their hearing was cancelled and the owner's lawyer requested a special hearing. Is there anything else that can be done???? In the mean time it is business as usual over there as they continue to house four people.

Please let me know if there are other options to get this problem resolved once and for all.

Look forward to hearing from you.

*Andrea C. Dodge*  
*Y.E.M. Corporation*  
*18 Old Padonia Road*  
*Cockeysville, MD 21030*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)

## Andrea Dodge

---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Thursday, January 14, 2010 1:40 PM  
**To:** Andrea Dodge  
**Cc:** nancypivec@aol.com; Latoshia Rumsey-Scott; 'Fay Citerone'; genesish@verizon.net; 'Ed Kilcullen'  
**Subject:** Re: 16 Skidmore Court Hearing  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tim Kotroco and I met this morning with Mr. Vettters attorney. He will be sending a letter outlining his argument along with possible dates for the hearing. Just so you know the issue:

Mr. Vettters argument will be the LLC continues in effect regardless of ownership. (think in terms of a non-conforming restaurant- the owner sells to another party- there is new ownership but the non-conforming use remains) Additionally he will argue that the County can't impose new restrictions(the 51% rule) on a property that conformed to the old rules.

That's the argument, obviously we have a different view and will be represented by the law office. This will be decided on the legal merits, it won't be about behavior or noise or parking , trash etc.. I have no idea how it will turn out but in speaking with some attorneys Mr. Vetter has a valid argument, whether the Hearing Officer agrees or not we will find out.

As soon as the date is set I will alert you.

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

**Andrea Dodge**


---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Monday, January 25, 2010 12:14 PM  
**To:** Andrea Dodge  
**Cc:** nancypivec@aol.com; Latoshia Rumsey-Scott; 'Fay Citerone'; genesish@verizon.net; 'Ed Kilcullen'  
**Subject:** Re: 16 Skidmore Court Hearing  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

The law office believes the case belongs in front of the Zoning Commissioner before the Hearing Officer, to decide the LLC non-conforming use aspect of the case. I'm now in your camp as being very frustrated by our own process and deliberation. I'd like for this to be settled once and for all. I will not go against the advice of our counsel and will set this in ASAP. I will alert you as to when the hearing date is set. As I said in an earlier e-mail Mr. Vetter has a legal argument and it's possible that 16 Skidmore is totally legit as far as number of people. I will push from my end to get this hearing ASAP but this process requires notification (newspaper). I am sorry for what seems to be the case that never ends. Code Enforcement will definitely speak at the hearing and I urge you to speak as well.

Mike Mohler, Deputy Director  
 Permits and Development  
 410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 1/14/2010 1:27 PM >>>

Hello Mr. Mohler – I just wanted to follow up on our conversation last Friday afternoon January 8<sup>th</sup> 2010. I believe you told me that you had met with Mr. Vetter and his lawyer on December 17, 2009 and that you were waiting to hear back from them to schedule a hearing date. You also stated that they would not be able to drag this on and that a hearing would be schedule soon.

If you would, please contact me when the hearing is scheduled or of any updates that you think I should be aware of. Hopefully we will hear something very soon. As I said in my conversation with you, I have been dealing with this problem for six years now and hope to find a final resolution once and for all. I know that Mr. Vetter is aware of the distress this has caused me and my mother, but chooses to ignore the situation. He is an absentee landlord. If he visits the property twice a year, that is a lot. The boys living at the residence from year to year are too immature to be living there on their own and unsupervised.

Thank you for your time and consideration in this matter. It is greatly appreciated.

*Andrea C. Dodge*  
*Accounting*  
*Y.E.M. Corporation*  
*18 Old Padonia Road*  
*Cockeysville, MD 21030*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
*andrea.dodge@yemcorp.com*  
 <""))><



**Andrea Dodge**


---

**From:** Mike Mohler [mmohler@baltimorecountymd.gov]  
**Sent:** Thursday, February 04, 2010 2:37 PM  
**To:** Andrea Dodge  
**Cc:** nancypivec@aol.com; Latoshia Rumsey-Scott; NBarker@carrollcc.edu; 'Ruth Adams'; 'Fay Citerone'; genesish@verizon.net; 'Ed Kilcullen'  
**Subject:** RE: 16 Skidmore Court Hearing  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Right now the date of the hearing is March 4- hopefully that's a hard date and it doesn't change  
 March 4  
 9:00AM  
 Room 104 -Jefferson Building

Mike Mohler, Deputy Director  
 Permits and Development  
 410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 1/25/2010 12:41 PM >>>  
 Thank you for the update and I will do whatever is necessary to resolve this issue once and for all.

Again, thank you for your help – it is greatly appreciated.

*Andrea C. Dodge*  
*Accounting*  
*Y.E.M. Corporation*  
*18 Old Padonia Road*  
*Cockeysville, MD 21030*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
[andrea.dodge@yemcorp.com](mailto:andrea.dodge@yemcorp.com)  
 <""))><

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

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**Sent:** Monday, January 25, 2010 12:14 PM  
**To:** Andrea Dodge  
**Cc:** nancypivec@aol.com; Latoshia Rumsey-Scott; 'Fay Citerone'; genesish@verizon.net; 'Ed Kilcullen'  
**Subject:** Re: 16 Skidmore Court Hearing

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3/3/2010

Mike Mohler, Deputy Director  
Permits and Development  
410-887-3375

>>> "Andrea Dodge" <andrea.dodge@yemcorp.com> 1/14/2010 1:27 PM >>>

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Thank you for your time and consideration in this matter. It is greatly appreciated.

*Andrea C. Dodge*  
*Accounting*  
*Y.E.M. Corporation*  
*18 Old Padonia Road*  
*Cockeysville, MD 21030*  
*410-308-2280 (3222) tel*  
*410-308-2192 fax*  
*andrea.dodge@yemcorp.com*  
*<""))><*



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3/4/10

## History of problems with #16 Skidmore Ct.

### 2005-2006

- Mr. Vetter purchased the property in 2005
- Four students moved in (including son Brian)
- Efforts were made to prove that there was a code violation
  - Through the Towson Park Association
  - Through personal contact with other communities
  - Checking car tags (as we were advised)
  - Connecting with Towson University through Dr. Moriarty

### 2006-2007

- Noise and parking problems; still attempting to reach code enforcement
- Reported three houses that seemed to violate the code (#4, #6, #16)
- Claudia Fisher from Code Enforcement responded that inspectors would be coming to all three houses.

### 2008

- Reported houses to Code Enforcement again
- Returned form "Rooming House Questions for Complainant" for #4, #6, #16
- #16 had a separate form sent to Latoshia Rumsey-Scott (Code Enforcement)
- More Correspondence with Mike Mohler (why was Mr. Vetter not fined as were other houses who were reported in the Towson Area)?
- Mr. Vetter had his lawyer create a LLC (did not know what that meant at that time)
- Discovered that the case was dismissed (led to believe that we did not need to attend the hearing because it was not important for us to be there)

(Question: How did Mr. Vetter circumvent the original law? Why was he not fined after Code Enforcement was notified?)

### April 2009

- County enacted the law regarding Boarding houses.

### September 2009

- Code Enforcement has sent up a hearing to discuss the issue but it was postponed in order to set up this special hearing in 2010.

NB – Beside the issue of violation of the original Code Enforcement Law as well as the existing law, issues pursuant to noise, parties, too many cars for a small court, dogs that ran away, jumped on people etc. Mr. Vetter wants to continue to ignore the neighborhood situation, and personal and public problems caused by his illegal use of #16 Skidmore Ct.

Submitted by:

Sister Evelyn J. Grudza, OSF (rental resident since 1997)  
9 Skidmore Ct.  
Towson, MD 21204

PROTESTANT' S

EXHIBIT NO.

3



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## ◆ IN THIS SECTION

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*(6)*

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## Thank You

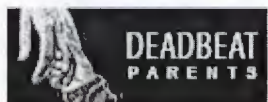
### Code Inspections and Enforcement

February 22, 2007*reported 16 Skidmore + 3 + 5*

Thank you for contacting the Department of Permits and Development Management, Code Inspections and Enforcement. Your code complaint will be processed immediately and an inspector will be dispatched within 2 business days.

If you have any questions, please call 410-887-3351 or email [pdmenforce@co.ba.md.us](mailto:pdmenforce@co.ba.md.us)

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BALTIMORE COUNTY  
MARYLAND

*911*  
*Speak to Officer*

*410 887 2222*  
*Speak to Supervisor*

*Shift Commander*

*Off Brown*  
*410-887-5933*

*(16) 3+5*  
*907 Radcliffe*

*Towson*  
*410 887-2361*  
*Desk Officer*

*Called 8/14/08*

*Gary Horvath*



## Thank You

### Code Inspections and Enforcement

September 5, 2007

Thank you for contacting the Department of Permits and Development Management, Bureau of Code Inspections and Enforcement. Your code complaint will be processed immediately, and an inspector will be dispatched within 2 business days.

If you have any questions, please call 410-887-3351 or email [pdmenforce@co.ba.md.us](mailto:pdmenforce@co.ba.md.us).

9/18/07 - Michele called Claudia Testa  
to report 3 houses again  
- Call + report noise etc  
(Det. Morgan)  
Detective  
- Will give her license #'s for cars.



# 3

## BALTIMORE COUNTY, MARYLAND

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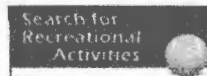
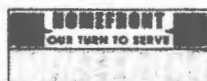
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## Contact Us

## Code Enforcement Complaint

The Code Inspections and Enforcement Division will investigate complaints or forward the complaint to the proper agency for action. In order to process your complaint with minimum delay, certain information is required.

Please complete the following information fields; please describe the problem and location as exactly as possible. You are not required to include your name, address, phone number or e-mail.

## Checking Status

To check the status of your anonymous complaint you may call any of the following numbers five (5) working days after Code Enforcement receives this form, 410-887-3351, 410-887-3352, 410-887-8099. Send **faxes** to Code Enforcement Department at 410-887-2824. Send **letters** to:

Department of Permits & Development Management  
111 W. Chesapeake Avenue, Room 213  
Towson, MD 21204

## The following errors were found:

This form has already been submitted.

**Complaint Location:** Skidmore Court  
Towson, MD

**Complaint Location Zip Code:** 21204

**Description of Problem:** To whom it may concern:

Recently, it was reported that there are housing code violations occurring on Skidmore Court.

To my knowledge, no one has come to check on these violations. Towson University College students are moving into the small houses in this area. I can only speak for my Court (Skidmore Court). There are three houses that have more than two unrelated people living in

## Complainant Information

**Email:** genesish@verizon.net

**Name:** Sister Evelyn J. Grudza, OSF

**Address:** 9 Skidmore Court

**Zip Code:** 21204

**Home Phone Number:** 410-296-8071

**Work Phone Number:**

**Additional Information:** I have been in touch with Towson State University and with Ms. Deb Moriarty about the influx of students into this small court. She states that the University is working with the community and Towson Chamber. For the past three years, I have NOT seen a Code Enforcement officer in my court to check on this situation. I hope to have someone check into this situation in the very near future. Thank you!

Send Form Fields marked with "\*" are required.

#4

## **ROOMING HOUSE QUESTIONS FOR COMPLAINANT**

**Case Number:** \_\_\_\_\_

**Inspector's Name:** Latoshia Rumsey-Scott

**Alleged Violation Address:** 16 Skidmore Ct. Towson, MD 21204

**Return Questionnaire by:** \_\_\_\_\_

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

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

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

1. Print your full name: Sister Evelyn J. Grudza, osf; Sister Michele Kriczky, OSF
2. Print your current address: 9 Skidmore Court
3. Please provide your telephone number and/or e-mail address to assist us in communicating with you more efficiently. Due to our obligations under the Freedom of Information Act, this information may be available to anyone requesting it, including owner and occupants of the subject property.

***410-296-8071; e-mail: genesish@verizon.net***

4. How long have you lived at this address? ***12 years***
5. If you believe the rooming/boarding house at the subject property ("Alleged violation address") is owner occupied, what is the basis of such belief?  
***This house has consistently had more than two un-related members because we see them coming and going on a daily basis and their cars are parked out front.***

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

***At this time, it seems that there are four people residing there. In the past it has been as much as five. They stay one or two years or more.***

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

***At this time, I do not believe they are related to the owner.***

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

***As stated previously, we have seen more than two unrelated individuals living at the property for the past six years.***

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

***It seems that the residents range from 18-27 years of age. They are males but often have females who stay overnight. We are not sure of their names but I did meet a "Joe" and I understand that there are two who are either "Steve" and "Steven".***

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

***They are there on a daily basis.***

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

License plates observed this year:

***Silver Toyota RAV – 2931-14M1 (has only one license plate)  
Toyota – 311-BBB (has a LaCross sticker on the back bumper)  
Dodge SUV – 375-M556***

Signature: Sister Evelyn J. Grudza, osf Date: \_8/30/09

**Thank You for your assistance.**



**Thank You**

#5

**Code Inspections and Enforcement**

August 14, 2008

Thank you for contacting the Department of Permits and Development Management, Bureau of Code Inspections and Enforcement . Your code complaint will be processed immediately, and an inspector will be dispatched within 2 business days.

If you have any questions, please call 410-887-3351 or email [pdmenforce@co.ba.md.us](mailto:pdmenforce@co.ba.md.us).

www.baltimoresun.com/news/local/baltimore\_county/bal-md.co.council07apr07,0,5046651.story

**baltimoresun.com**

#6

## **Tougher boarding house rules enacted by Baltimore Co. Council**

### **New zoning regulations to deter landlords from crowding rental units**

By Mary Gail Hare

April 7, 2009

On Monday, the Baltimore County Council unanimously enacted stronger zoning regulations governing rooming and boarding houses in an effort to deter irresponsible landlords from crowding rental homes with tenants.

The law, which takes effect in 45 days, eliminates a loophole that allowed absentee landlords to circumvent zoning and create limited-liability corporations that gave tenants a small share of ownership. Rules limiting the number of unrelated tenants in a house to two do not apply to owners. The practice has become a problem in neighborhoods near college campuses.

The measure also requires renters, who claim exemption from occupancy limits because they are members of the same family, to furnish information about their relationships. And it defines the difference between a resident and a guest, to keep visitors from taking up long-term residency.



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## **History of Problems with #16 Skidmore Court**

August – 2005

#16 Skidmore Ct was purchased by Stephen Vetter.

October 7, 2005

Sent a letter to Towson Park Association President (Herb Shankroff) to complain about new neighbors in #16 Skidmore Ct. (E-mail attached) who were being disruptive and that there were more than two people living in the house and asked what we could do.

October 13, 2005

Was told I had to prove there was a code violation. Advise was to call the police for the disruptive behavior(which I did). He was absolutely no help.

May 8, 2006

Continued to attempt to find solutions to the code violation. Wrote to Sean Flanagan (Annapolis contact for St. Joseph Medical Center) (E-mail attached)

May 18, 2006

Information was forwarded to Dr. Moriarty (TU). She admitted that there was not enough room on the campus for the students and therefore, they were moving into the surrounding communities. (E-Mail attached)

August, September, 2006

Tried to network with other communities that were having the same problem (items in the Towson Times) (E-Mails attached)

December, 2006

More correspondence with Dr. Moriarty from TU regarding violations in #16 Skidmore Ct.

January, 2007

Called Police about #16 Skidmore Ct. (E-Mail attached).

February 6,7, 2007

Networked with another community through Faye Citerone.  
(See attachment)

February 22, 2007

Reported #16 Skidmore Ct. to Code Enforcement (See attachment)

March 8, 2007

President of Towson Park once again could not give us any help with the problem about #16 Skidmore Ct. (E-Mail attached).

June 11, 2007

Sent a letter to Councilman Vincent Gardina in regard to the Code violations that were taking place on Skidmore Ct. NO RESPONSE (See attachment)

September 1, 2, 3, and 4 2007

Reported the #16 Skidmore Ct. as well as #2 and #4 houses to Code Enforcement, Mike Mohler and to Dr. Moriarty from TU. Sent a message to Jim Smith's office in regard to the situation. (No response)

September 4, 2007

Claudia Fischer from Code Enforcement finally sent me response. Said that inspectors would be out to all three houses.

September 12, 2007

Sister Michele (my housemate) reported all three houses to Code Enforcement again. (See attached form)

August 14, 2008

Code enforcement was again contacted. (See attachment)

September, 2008

Returned "Rooming House Questions for Complainant" to Latoshia Rumsey-Scott who was now our contact for Code Enforcement. This included several other houses as well. (See attachment)

Also sent Latoshia Rumsey-Scott another Rooming House Questions for Complainant form for #16 Skidmore Ct. (See attachment)

September, 2008

More Correspondence from Mike Mohler RE: Code violations. (See attachment)

October 30, 2008 – November 5, 2008

More correspondence from Latoshia Rumsey-Scott to Mike Mohler regarding the zoning violation situations. (See attachments)

November 5, 2008

Latoshia Rumsey-Scott stated that she was issuing a Code Enforcement Citation (E-mail attached)

February 4, 5, 2009

More correspondence from Mike Mohler RE: Code Enforcement and found out that the case had been dismissed. I was directed to discuss disruptive behavior with TU officials.

February 18, 2009

Other e-mails regarding the Code Enforcement Laws. (See attachment)

July 23, 2009

#16 Skidmore Ct's occupant's dog jumped on me while I was visiting #18 Skidmore Ct and nearly knocked me over. Sent a letter to Mr. Vetter (See attachment)

April, 2009

Baltimore Sun article on the new zoning regulations for Baltimore County. (See attachment)



August 18, 2009

Received word that there would be a hearing scheduled for #16 Skidmore Ct. on September 2, 2009

Hearing was postponed due to a special hearing requested by Mr. Vetter's lawyer.

November 19, 2009

E-mail from Mike Mohler regarding that because of the LLC the individuals were owners. (See attachment)

March 4, 2010

Special Hearing requested by Mr. Vetter's lawyer to request that Mr. Vetter was able to establish the LLC before the law was passed.

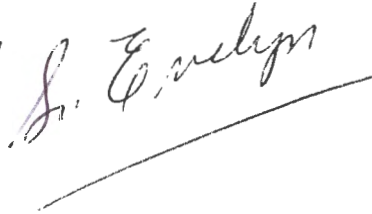
Submitted by:

Sister Evelyn J. Grudza, OSF

9 Skidmore Court

Towson, MD 21204

A resident since 1997

A handwritten signature in cursive script, reading "S. Evelyn", with a long horizontal line extending from the end of the signature.

Case No.: 2010-0133-SPH 16 SKIDMORE COURT

Exhibit Sheet

Petitioner/Developer

Protestant

|        |                                 |                                                                        |
|--------|---------------------------------|------------------------------------------------------------------------|
| No. 1  | Petitioners Legal<br>MEMORANDUM | ANDREA C. DODGE<br>Assembly of -emails, Photo's & Correspondence       |
| No. 2  | SITE PLAN                       | LETTERS IN OPPOSITION<br>RECEIVED BY ZONING COM. OFFICE                |
| No. 3  | Rent Roll                       | SISTER EVELYN GRUDZA'S<br>Historical Records Pertaining to 16 Skidmore |
| No. 4  |                                 |                                                                        |
| No. 5  |                                 |                                                                        |
| No. 6  |                                 |                                                                        |
| No. 7  |                                 |                                                                        |
| No. 8  |                                 |                                                                        |
| No. 9  |                                 |                                                                        |
| No. 10 |                                 |                                                                        |
| No. 11 |                                 |                                                                        |
| No. 12 |                                 |                                                                        |

In the Matter of  
16 Skidmore Court LLC  
Re: 16 Skidmore Court  
Towson, MD 21204

\* Before the Hearing Officer  
\* Civil Citation No. FAO149449 /  
CO0066495  
\*  
\* Special Hearing  
\* Matter No. 0210-0133-SPH

\* \* \* \* \*

### MEMORANDUM OF LAW

16 Skidmore Court LLC, Petitioner, by its undersigned counsel, pursuant to Maryland Rules of Procedure, submits this Memorandum of Law in advance of the Special Hearing.

#### Introduction

This proceeding concerns the Baltimore County rowhouse located at 16 Skidmore Court, Towson, Maryland 21204 (the "Property").

Prior to June 2005, the Property was owned by Janenne J. Corcoran. Attached as **Exhibit "A"** is a copy of the State Department of Assessments and Taxation's Real Property Data Sheet. On or about June 16, 2005, Stephen Vetter and his son, Brian Vetter (the "Vetters"), purchased the Property from Ms. Corcoran for \$225,000.00. Attached as **Exhibit "B"** is a copy of the Deed evidencing the transfer of the Property to the Vetters. The Vetters purchased the Property as a place for Brian Vetter to reside during his college years at Towson University. Stephen Vetter participated in the purchase of the property because there was insufficient on-campus housing and a Towson University athletic department representative suggested that Stephen Vetter purchase a property in the neighborhood where his son Brian could reside and where additional tenants could assist in satisfying the mortgage obligation.

The Vetters purchased the Property in June 2005 without knowing of Baltimore County's boarding house/rooming house regulations.

Baltimore County defines a boarding house or rooming house in Section 101.1 of the Baltimore County Zoning Regulations. There, the definition is two-pronged, with one def

ROYSTON, MUELLER,  
McLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND

EXHIBIT NO. / PETITIONER'S

addressing a resident owner and the other prong describing a boarding house where the owner does not reside. Specifically, Section 101.1 defines a boarding or rooming house as follows:

A. A building:

1. Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more individuals who are 18 years old or older and not related by blood, marriage or adoption to the owner; or

2. Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more individuals who are 18 years old or older and not related to each other by blood, marriage or adoption.

The Property was first subject to a Code Enforcement proceeding as a result of a March 22, 2007 citation. On April 11, 2007, at a proceeding before Code Enforcement Hearing Officer Raymond S. Wisnom, Jr., evidence was presented that the owner and three unrelated college students occupied the property. Mr. Wisnom found the owner in violation and ordered the owner to "reduce the number of unrelated tenants to 2 on or before July 1, 2007."

In fact, certain of the tenants did vacate the premises at the end of the school term and the Property became compliant.

Thereafter, in order to afford an opportunity for the Property to continue to be used by the Vettors as a place for Brian Vetter to reside during his college experience at Towson University and to create lawful means for others to reside there in order to assist in meeting the mortgage obligation, 16 Skidmore Court LLC (the "LLC") was created and ownership of the Property was transferred from the Vettors to the LLC, effective September 21, 2007. A copy of the Deed transferring ownership of the Property to the LLC is attached as **Exhibit "C"**.

It is important to note that, at the time the LLC was created (September 11, 2007 – *see Exhibit "D"*) and the Property transferred, the Baltimore County Zoning Regulations defined an



“owner” for purposes of boarding house or rooming house law as: “a person who. . .has more than a 25% legal or equitable interest in the property.” See **Exhibit “E.”**

On November 25, 2008 another Code Enforcement citation was issued with respect to the Property, alleging a violation of boarding house/rooming house law. Following a December 9, 2008 hearing before Officer Rick Wisnom (who retired on December 24, 2008), Baltimore County Hearing Officer, Donald Brand, on February 4, 2009, dismissed charges, finding that there were “not three or more persons not related by blood, marriage or adoption to the owner residing at the Property.” See **Exhibit “F.”**

On December 30, 2008, an Amended and Restated Operating Agreement was executed by the LLC’s members, evidencing three individuals possessing an ownership interest in the LLC (and, therefore, the Property) greater than 25%. Those owners and their interests on December 30, 2008 were as follows: Stephen Vetter (37%), Brian Vetter (37%) and Steve Plimack (26%). A copy of Exhibit A of the LLC’s Amended and Restated Operating Agreement (evidencing the membership percentages), dated December 30, 2008, is attached as **Exhibit “G.”**

On or about March 2, 2009 (effective April 19, 2009), the County Council passed Bill No. 17-2009, which amended the definition of “owner” for boarding or rooming house purposes so that, as of April 19, 2009, an “owner” is defined as: “an individual who. . . has more than a 50% legal or equitable interest in the property.” See **Exhibit “H.”**

Thereafter, on or about August 18, 2009, Baltimore County again issued a citation with respect to the Property (Case No. FA0149449 /CO0066495), alleging that the LLC violates the boarding house/rooming house law. See **Exhibit “I.”**

On or about August 18, 2009 and through the citation period ending September 2, 2009, the Property had three residents: Steve Plimack, Joe Wascavage and Steve Catalano. At that time, Mr. Plimack and Mr. Wascavage were (and still are, as of the date of this Memorandum)

each 26% interest holders in the LLC. A copy of an Amendment to the LLC's Operating Agreement dated May 14, 2009 is attached as **Exhibit "J."** On September 7, 2009, a fourth unrelated individual, Christian Pastrick, moved into, and currently resides at, the Property. At the end of 2009, Mr. Catalano graduated and moved away. Presently, Messrs. Plimack, Wascavage and Pastrick reside at 16 Skidmore Court. Messrs. Plimack and Wascavage are both "owners" pursuant to the law which was in effect when the LLC was created.

This Special Hearing was scheduled in an effort to establish that the LLC is a valid, non-conforming use, having been created consistent with the prior law, and, hence, that Baltimore County Council Bill No. 17-09 does not preclude the 26% LLC owners and up-to-date unrelated tenants from lawfully occupying the Property. Such a situation is fully compliant with BCZR § 101.1(A)(1).

#### **Issue**

To confirm that Baltimore County Council Bill No. 17-09 (the "New Legislation"), which changed the definition of a boarding house (effective April 19, 2009), applies "prospectively" such that 16 Skidmore Court, LLC, a limited liability company organized and operating prior to the effective date of the New Legislation (and which became the legal owner of the Property prior to the effective date of the New Legislation), may continue to own, operate and manage the Property as a lawful nonconforming use.

#### **Argument**

In *WSSC v. Riverdale Heights Fire Co.*,<sup>1</sup> the Court of Appeals validated four principles of Maryland law with respect to the application of new legislation: "(1) statutes are presumed to operate prospectively unless a contrary intent appears; (2) a statute governing procedure or remedy will be applied to cases pending in court when the statute becomes effective; (3) a statute

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<sup>1</sup> 308 Md. 556, 520 A.2d 1319, (1987).

will be given retroactive effect if that is the legislative intent; but (4) even if intended to apply retroactively, a statute will not be given that effect if it would impair vested rights, deny due process, or violate the prohibition against *ex post facto* laws.”<sup>2</sup>

The Court of Appeals in *Allstate Insurance Company v. Kim*<sup>3</sup> set forth a two-pronged analysis to determine whether a statute may be retroactively applied to events that occurred prior to the statute’s effective date. The general rule is that “statutes are presumed to operate prospectively” unless there is clear legislative intent to the contrary.<sup>4</sup>

There is an exception to the general rule that statutes are presumed to operate prospectively. In *Layton v. Howard County Board of Appeals, et al.*,<sup>5</sup> the Court of Appeals, in reaffirming *Yorkdale Corporation v. Powell*,<sup>6</sup> held that, with respect to zoning and land use cases, “a substantive change in statutory law that takes place during the course of litigation of a land use or zoning issue shall be retrospectively applied by appellate courts.”<sup>7</sup> Although the case at bar is a land-use/zoning case, *Layton* and *Yorkdale* are distinguishable in that the New Legislation was not enacted “during the course of litigation” or pending some sort of administrative appeal with respect to the Property. Therefore, the general rule of prospective statutory application must still apply to the Property, inasmuch as the LLC was organized prior to the effective date of the New Legislation, became the owner of the Property prior to the effective date, and the case at bar is not an example of a zoning law that was amended during the time period between an administrative action or decision and subsequent appellate review.

If the trier of fact concludes that a legislative body intended for a particular statute to have retroactive effect, the second step in the analysis is to determine “whether such effect would

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<sup>2</sup> *Allstate Insurance Company v. Kim*, 376 Md. 276, 289, 829 A.2d 611, 618 (2003).

<sup>3</sup> 376 Md. 276, 829 A.2d 611 (2003).

<sup>4</sup> *Id.* at 289, citing *WSSC v. Riverdale Heights Fire Co.*, *supra*.

<sup>5</sup> 399 Md. 36, 922 A.2d 576 (2007).

<sup>6</sup> 237 Md. 121, 205 A.2d 269 (1964).

<sup>7</sup> *Id.* at 596.

contravene some Constitutional right or provision”<sup>8</sup> or, with respect to Article 24 of the Maryland Declaration of Rights and Article II, §40 of the Maryland Constitution, whether it “abrogates or impairs ‘vested rights’.”<sup>9</sup>

### *Legislative Intent*

To determine legislative intent, courts will first look to “the plain meaning of the statutory language.”<sup>10</sup> Where a statute is clear on its face that it is to be applied retroactively, the analysis moves to the second “prong” of the two-prong test – whether the statute is constitutional.<sup>11</sup> However, if legislative intent cannot be determined from the statutory language alone, the Court will look to legislative history or other sources.<sup>12</sup> In the case at bar, there is no statutory language or other evidence that the Baltimore County Council intended for the New Legislation to be applied retroactively. For example, there is no provision for an amortization period of time for a valid entity to become compliant with the new law.

### *Constitutional Issues*

However, assuming, *arguendo*, that the trier of fact finds that the Baltimore County Council intended for the New Legislation to apply retroactively (or that the *Layton/Yorkdale* exception to the general rule is somehow applicable), the New Legislation would still have to pass constitutional muster in order for it to be applied to the LLC and the Property. With respect to the LLC and the Property, there are primarily two constitutional issues that come into play.

#### Contract Impairment

Article I, Section 10 of the United States Constitution declares that no state shall pass any law impairing the obligation of contracts. “In determining whether an enactment violates the

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<sup>8</sup> *Allstate, supra*, at 290.

<sup>9</sup> *Id.* at 296.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*



[Contracts Clause], a court engages in a three part inquiry: whether there is a contractual relationship, whether a change in law impairs that contractual relationship, and whether the impairment is substantial.”<sup>13</sup>

In the case at bar, the members of the LLC entered into an Operating Agreement on December 30, 2008. Retroactive application of the New Legislation would frustrate the purpose of the Operating Agreement setting forth the LLC’s membership interests among its three members.

The Property is and has been in compliance with the Baltimore County Zoning Regulations. Up to and until April 19, 2009, the effective date of the New Legislation, the Property was in compliance by virtue of having no more than two individuals who are not related to an owner residing at the Property. Since the effective date of the New Legislation, the Property is in compliance because it is a valid non-conforming use. Any other conclusion would cause a consequence that can only be described as a substantial impairment of a contractual relationship.

#### Taking Without Just Compensation or Due Process of Law

Another constitutional argument is that the New Legislation impairs the vested property rights of the members of the LLC and application would deprive them of property without due process of law. The Fifth Amendment to the United States Constitution prohibits the taking of private property for public use without just compensation. Article III, §40 of the Maryland Constitution states that “[t]he General Assembly shall enact no Law authorizing private property, to be taken for public use, without just compensation...”

The LLC owned and operated the Property prior to the effective date of the New Legislation and even prior to the date the New Legislation was drafted (March 2, 2009). The

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<sup>13</sup> *Allstate, supra*, at 299.

LLC's sole source of income is rent collected from the occupants of the Property. The New Legislation, were it to be applied retroactively to the Property, would reduce the maximum number of permitted occupants,<sup>14</sup> thus reducing the LLC's income potential by approximately twenty-five percent. Such a reduction in income potential amounts to a "taking" of private property for which no compensation has been provided by Baltimore County.

### *Nonconforming Use*

Because "[e]very zoning regulation...effects some curtailment of 'vested' rights..."<sup>15</sup> it is necessary to view the aforementioned constitutional issues in the context of zoning law. In the early stages of the development of zoning law, "most, if not all, zoning ordinances provided that lawful uses existing on the effective date of the law could continue although such uses could not thereafter be begun."<sup>16</sup> These so-called "nonconforming uses" are defined as "uses permitted by zoning statutes or ordinances to continue notwithstanding that similar uses are not permitted in the area in which they are located."<sup>17</sup>

In *Shifflett et al. v. Baltimore County*,<sup>18</sup> the Court of Appeals held a Baltimore County Council ordinance eliminating all existing junk yards within two years to be constitutional. The Court reasoned that, "[b]ecause every zoning regulation affects property owned by someone at the time of its enactment, it brings about some curtailment of property rights either by restricting prospective uses or prohibiting existing ones."<sup>19</sup> The Court went on to say that the junkyard's owner had "no right to expect that the classification of the property in which it operated would

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<sup>14</sup> Due to the fact that two "owners" and two "non-owners" could lawfully reside in the Property prior to the effective date of the New Legislation. If the New Legislation is deemed to apply to the Property, there can be, by definition, only one "owner" and therefore only two additional "non-owners" could reside at the Property, unless related to the "owner."

<sup>15</sup> *Grant v. Mayor and City Council of Baltimore*, 212 Md. 301, 315, 129 A.2d 363, 370 (1957).

<sup>16</sup> *Id.* at 307.

<sup>17</sup> *Maryland Law Encyclopedia*, §32, pp. 457-458 (2000).

<sup>18</sup> 247 Md. 151, 230 A.2d 310 (1967).

<sup>19</sup> *Id.* at 311.

remain unchanged indefinitely.”<sup>20</sup> However, the Court of Appeals in *Shifflett* based its holding that the ordinance eliminating junkyards was constitutional largely on the fact that existing junkyards were given a two-year grace period to operate as lawful nonconforming uses.

Similarly, in *Grant v. Mayor and City Council of Baltimore*,<sup>21</sup> the Court of Appeals held constitutional a Baltimore City zoning ordinance providing for removal of billboards from residential areas after a five-year grace period. The *Grant* court reasoned that the constitutionality of the elimination of a nonconforming use “depends on overall reasonableness and on the importance of the public gain in relation to the private loss.”<sup>22</sup> In its holding, the *Grant* court declared: “We think that in requiring billboards to leave residential areas after a tolerance period of five years, the City Council has not overstepped the line that divides the reasonable and constitutional from the arbitrary and invalid.”<sup>23</sup> In so holding, the *Grant* court stated that, while it “generally is held that it is unreasonable to require immediate cessation of nonconforming uses otherwise lawful...many legislative bodies have come to the technique of statutes or ordinances that call for the cessation of the extraneous use after a tolerance or amortization period, varying in length with the nature of the use...from one year to sixty years.”<sup>24</sup>

In contrast to *Shifflett* and *Grant*, the New Legislation (if applied retroactively) contains no amortization provision. The New Legislation is intended to have prospective application.

### Conclusion

The New Legislation must be viewed to be applied prospectively with respect to the LLC and the Property. There is a general presumption that favors the prospective application of a

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<sup>20</sup> *Id.*

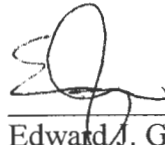
<sup>21</sup> 212 Md. 301, 129 A.2d 363 (1957).

<sup>22</sup> *Id.* at 315.

<sup>23</sup> *Id.* at 316.

<sup>24</sup> *Id.* at 308.

statute and there is no statutory language or other evidence to rebut the presumption of prospective application of the New Legislation. Further, any attempted retroactive application of the New Legislation to the Property violates the United States Constitution, the Maryland Constitution and the Maryland Declaration of Rights. Accordingly, the LLC must be allowed to continue to operate and manage the Property as a lawful nonconforming use because the New Legislation does not contain any amortization period that might alleviate the aforementioned constitutional concerns.



---

Edward J. Gilliss  
Royston, Mueller, McLean & Reid, LLP  
102 W. Pennsylvania Avenue, Suite 600  
Towson, Maryland 21204  
(410) 823-1800  
*Counsel for 16 Skidmore Court, LLC, Respondent*

ROYSTON, MUELLER,  
MCLEAN & REID, LLP  
SUITE 600  
102 W PENN. AVE.  
TOWSON, MARYLAND  
21204-4575  
410-823-1800





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

[Go Back](#)  
[View Map](#)  
[New Search](#)

**Account Identifier:** District - 09 Account Number - 0902575090

**Owner Information**

**Owner Name:** 16 SKIDMORE COURT LLC **Use:** RESIDENTIAL  
**Mailing Address:** 1749 BROADLEE TRL **Principal Residence:** NO  
 ANNAPOLIS MD 21401-6603 **Deed Reference:** 1) /27528/ 500  
 2)

**Location & Structure Information**

**Premises Address** **Legal Description**  
 16 SKIDMORE CT 16 SKIDMORE CT NS  
 TOWSON PARK

| Map | Grid | Parcel | Sub District | Subdivision | Section | Block | Lot | Assessment Area | Plat No:          |
|-----|------|--------|--------------|-------------|---------|-------|-----|-----------------|-------------------|
| 70  | 2    | 796    |              |             |         | 4     | 14  | 2               | Plat Ref: 19/ 110 |

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

| Primary Structure Built | Enclosed Area | Property Land Area | County Use |
|-------------------------|---------------|--------------------|------------|
| 1955                    | 1,320 SF      | 5,760.00 SF        | 04         |
| Stories                 | Basement      | Type               | Exterior   |
| 2                       | YES           | END UNIT           | BRICK      |

**Value Information**

|                           | Base Value | Value      | Phase-in Assessments |            |
|---------------------------|------------|------------|----------------------|------------|
|                           |            | As Of      | As Of                | As Of      |
|                           |            | 01/01/2008 | 07/01/2009           | 07/01/2010 |
| <b>Land</b>               | 44,000     | 80,000     |                      |            |
| <b>Improvements:</b>      | 102,360    | 150,190    |                      |            |
| <b>Total:</b>             | 146,360    | 230,190    | 202,246              | 230,190    |
| <b>Preferential Land:</b> | 0          | 0          | 0                    | 0          |

**Transfer Information**

|                                   |                           |                         |
|-----------------------------------|---------------------------|-------------------------|
| <b>Seller:</b> VETTER STEPHEN     | <b>Date:</b> 12/30/2008   | <b>Price:</b> \$0       |
| <b>Type:</b> NOT ARMS-LENGTH      | <b>Deed1:</b> /27528/ 500 | <b>Deed2:</b>           |
| <b>Seller:</b> CORCORAN JANENNE J | <b>Date:</b> 06/24/2005   | <b>Price:</b> \$225,000 |
| <b>Type:</b> NOT ARMS-LENGTH      | <b>Deed1:</b> /22109/ 361 | <b>Deed2:</b>           |
| <b>Seller:</b> LEMIEUX ALBERT     | <b>Date:</b> 09/28/1993   | <b>Price:</b> \$105,500 |
| <b>Type:</b> IMPROVED ARMS-LENGTH | <b>Deed1:</b> /10037/ 23  | <b>Deed2:</b>           |

**Exemption Information**

| Partial Exempt Assessments | Class                         | 07/01/2009 | 07/01/2010 |
|----------------------------|-------------------------------|------------|------------|
| <b>County</b>              | 000                           | 0          | 0          |
| <b>State</b>               | 000                           | 0          | 0          |
| <b>Municipal</b>           | 000                           | 0          | 0          |
| <b>Tax Exempt:</b> NO      | <b>Special Tax Recapture:</b> |            |            |
| <b>Exempt Class:</b>       | * NONE *                      |            |            |

**EXHIBIT "A"**

This Deed, made this 14 day of June, 2005, by and between Janenne J. Corcoran, party of the first part, Grantor; and Stephen Vetter and Brian Vetter, Father and Son, parties of the second part, Grantees.

- Witnesseth -

That for and in consideration of the sum of Two Hundred Twenty Five Thousand And 00/100 Dollars (\$225,000.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Stephen Vetter and Brian Vetter, as joint tenants, and not as tenants-in-common, the survivor, and the Personal Representatives heirs and assigns of the survivor, in fee simple, all that lot of ground situate in Baltimore County, Maryland and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 14, Block 4, as shown on the Subdivision Plan of Towson Park, which Plat is recorded among the Land Records of Baltimore County in Plat Book GLB No. 19, folio 110. The improvements thereon being known as No. 16 Skidmore Court.

BEING the same property which by Deed dated August 4, 1993 and recorded among the Land Records of Baltimore County in Liber SM. No. 10037, Page 023, etc., was granted and conveyed by Albert Lemieux and Cynthia Lemieux, et al. unto Janenne J. Corcoran, in fee simple.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

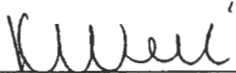
To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Stephen Vetter and Brian Vetter, as joint tenants, and not as tenants-in-common, the survivor, and the Personal Representatives heirs and assigns of the survivor, in fee simple.

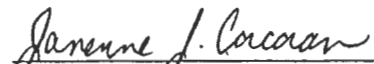
And the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property hereby granted; and that she will execute such further assurances of the same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

Grantor(s) hereby declare and affirm under the penalties of perjury that Grantor(s) is/are a Maryland resident(s)/entity and therefore exempt from the income tax withholding requirements of Section 10-912 of the Tax-General Article, annotated Code of Maryland.

As Witness the hand and seal of said Grantor, the day and year first above written.

WITNESS:



 {Seal}  
Janenne J. Corcoran

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I hereby certify that on this 16th day of June, 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Janenne J. Corcoran, the Grantor herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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



\_\_\_\_\_  
Notary Public

My commission expires: 11/1/08

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
James D. O'Connor, Attorney

AFTER RECORDING, PLEASE RETURN TO:  
**Mid-Atlantic Title Company**  
100 West Road  
Suite 215  
Towson, MD 21204

OWNER OCCUPANCY AFFIDAVIT

Stephen Vetter and Brian Vetter, the Grantees in the within Deed hereby certify under the penalties of perjury, as evidenced by the joinder herein, that the land conveyed in this Deed is residentially improved owner-occupied real property and that the residence will be occupied by Brian Vetter.

WITNESS:

As to All

[Signature]

[Signature] (SEAL)  
Stephen Vetter

[Signature] (SEAL)  
Brian Vetter

STATE OF MARYLAND, Baltimore, to wit:

I HEREBY CERTIFY, that on this 16th day of June, 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Stephen Vetter and Brian Vetter, the parties herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing to be their act, and in my presence signed and sealed the same.

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

[Signature]  
Notary Public

My Commission Expires:

11/1/08



0022409 364

## State of Maryland Land Instrument Intake Sheet

[ ] Baltimore City [X] County: Baltimore

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.  
(Type or Print in Black Ink Only All Copies Must Be Legible)

|                                                  |                                                                                |                                                          |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|--------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------|-----------------|-----------------------------------------------|------------------------------------------|--------------------------|----------------------------------------------------------|--------------------------|-----------------|--------------|--|
| 1                                                | Type(s) of Instruments                                                         | 1                                                        | Deed            | <input type="checkbox"/>                      | Mortgage                                 | <input type="checkbox"/> | Other                                                    | <input type="checkbox"/> | FD SURE \$      | 20.00        |  |
|                                                  |                                                                                | 2                                                        | Deed of Trust   | <input type="checkbox"/>                      | Lease                                    | <input type="checkbox"/> |                                                          |                          | RECORDING FEE   | 20.00        |  |
| 2                                                | Conveyance Check Box                                                           | X                                                        | Improved Sale   | <input type="checkbox"/>                      | Unimproved Sale                          | <input type="checkbox"/> | Multiple                                                 | <input type="checkbox"/> | TAX STATE       | 1,125.00     |  |
|                                                  |                                                                                |                                                          | Arms-Length [1] |                                               | Arms-Length [2]                          |                          | Arms Length [3]                                          |                          | Length Sale [4] | 1,165.00     |  |
| 3                                                | Tax Exemptions (If Applicable)                                                 | Recording Fee                                            |                 |                                               |                                          |                          |                                                          |                          | Res # BAB4      | Rcpt # 82623 |  |
|                                                  |                                                                                | State Transfer Fee                                       |                 |                                               |                                          |                          |                                                          |                          | SL JLF          | Blk # 4402   |  |
| Cite or Explain Authority                        |                                                                                | County Transfer Fee                                      |                 |                                               |                                          |                          |                                                          |                          | Jun 24, 2005    | 02:24 PM     |  |
| 4                                                | Consideration and Tax Calculations                                             | Consideration                                            |                 | Amount                                        |                                          | Finance Office Use Only  |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Purchase Price/Consideration                             | \$              | 225,000.00                                    | Transfer and Recording Fee Consideration |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Any New Mortgage                                         | \$              | 223,236.00                                    | Transfer Tax Consideration               |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Balance of Existing Mortgage                             | \$              |                                               | Less Exemption Amount                    |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Other:                                                   | \$              |                                               | Total Transfer Tax                       |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Other:                                                   | \$              |                                               | Recording Tax Consideration              |                          |                                                          |                          |                 |              |  |
| 5                                                | Fees                                                                           | Amount of Fee                                            |                 | Doc 1                                         |                                          | Doc 2                    |                                                          | APRIL                    |                 |              |  |
|                                                  |                                                                                | Recording Charge                                         | \$              | 40.00                                         | \$                                       | 40.00                    | STATE BILL                                               |                          |                 |              |  |
|                                                  |                                                                                | Surcharge                                                | \$              | 0.00                                          | \$                                       | 0.00                     | CGB Credit                                               |                          |                 |              |  |
|                                                  |                                                                                | State Recording Tax                                      | \$              | 1,125.00                                      | \$                                       | 0.00                     | Tax Office                                               |                          |                 |              |  |
|                                                  |                                                                                | State Transfer Tax                                       | \$              | 1,125.00                                      | \$                                       | 0.00                     |                                                          |                          |                 |              |  |
|                                                  |                                                                                | County Transfer Tax                                      | \$              | 3,045.00                                      | \$                                       | 0.00                     |                                                          |                          |                 |              |  |
| 6                                                | Description of Property                                                        | District                                                 |                 | Property Tax ID No. (1)                       |                                          | Grantor Label/Polym      |                                                          | Map                      |                 | Parcel No.   |  |
|                                                  |                                                                                |                                                          |                 | 09-02-575090                                  |                                          | 10037/023                |                                                          |                          |                 | Var. LOG     |  |
|                                                  |                                                                                | Subdivision Name                                         |                 | Lot (a)                                       |                                          | Block (b)                |                                                          | Section (c)              |                 | Plat Ref.    |  |
|                                                  |                                                                                | Location/Address of Property Being Conveyed (2)          |                 | Other Property Identifiers (if applicable)    |                                          | Water Meter Account No.  |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Residential (X) / Non-Residential ( )                    |                 | Fee Simple (X) / Ground Rent ( )              |                                          | Amount: \$N/A            |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Partial Conveyance ( ) / Yes (X) / No ( )                |                 | Description/Amt. of SqFt/Acreage Transferred: |                                          | N/A                      |                                                          |                          |                 |              |  |
| 7                                                | Transferred From                                                               | If Partial Conveyance, List Improvements Conveyed: N/A   |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Doc 1 - Grantor(s) Name(s)                               |                 |                                               |                                          |                          | Doc 2 - Grantor(s) Name(s)                               |                          |                 |              |  |
|                                                  |                                                                                | Janenne J. Corcoran                                      |                 |                                               |                                          |                          | Stephen Vetter                                           |                          |                 |              |  |
|                                                  |                                                                                |                                                          |                 |                                               |                                          |                          | Brian Vetter                                             |                          |                 |              |  |
| 8                                                | Transferred To                                                                 | Doc 1 - Owner(s) of Record, if Different from Grantor(s) |                 |                                               |                                          |                          | Doc 2 - Owner(s) of Record, if Different from Grantor(s) |                          |                 |              |  |
|                                                  |                                                                                | Doc 1 - Grantee(s) Name(s)                               |                 |                                               |                                          |                          | Doc 2 - Grantee(s) Name(s)                               |                          |                 |              |  |
|                                                  |                                                                                | Stephen Vetter                                           |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Brian Vetter                                             |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
| 9                                                | Other Names to Be Indexed                                                      | Doc 1 - Additional Names to be Indexed (Optional)        |                 |                                               |                                          |                          | Doc 2 - Additional Names to be Indexed (Optional)        |                          |                 |              |  |
|                                                  |                                                                                |                                                          |                 |                                               |                                          |                          | DELL FRANKLIN FINANCIAL, LLC                             |                          |                 |              |  |
| 10                                               | Contact/Mail Information                                                       | Instrument Submitted By or Contact Person                |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Name: D. Sweeney                                         |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Firm: Mid-Atlantic Title Company                         |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Address: 100 West Road Suite 215 Towson, MD 21204        |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
| Phone: Telephone: 410-321-6075 Fax: 410-337-8607 |                                                                                |                                                          |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
| 11                                               | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER | X Return to Contact Person                               |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Hold for Pickup                                          |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Return Address Provided                                  |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                |                                                          |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
| 12                                               | Assessment Information                                                         | Assessment Use Only - Do Not Write Below This Line       |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Assessment Use Only - Do Not Write Below This Line       |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Assessment Use Only - Do Not Write Below This Line       |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |
|                                                  |                                                                                | Assessment Use Only - Do Not Write Below This Line       |                 |                                               |                                          |                          |                                                          |                          |                 |              |  |

BALTIMORE COUNTY (Land Records) [MSA CE 62-21964] SM 221064

of 07/01/2005

6/23/2005

Date

05-M-8539JOC

PLEASE RETURN TO:  
Robert S. Handzo  
Royston, Mueller, McLean & Reid, LLP  
102 West Pennsylvania Avenue  
Towson, Maryland 21204  
File No. 31146-2

No Consideration  
No Title Examination  
TAX ID NUMBER: 09-02-575090

Deed converting a real estate enterprise to a limited liability company

THIS DEED, made this 21<sup>st</sup> day of Sept., 2007, by and between Stephen Vetter and Brian Vetter ("Grantors"), and 16 Skidmore Court LLC, a Maryland limited liability company ("Grantee").

This transaction is exempt from all transfer and recordation tax pursuant to Section 12-108(bb) of the Tax Property Article of the Annotated Code of Maryland in that:

- (1) The transfer is for no consideration other than the issuance of membership interests in the Grantee;
- (2) The members of the Grantee are identical to the Grantor;
- (3) Each member's allocation of profits and losses of the Grantee is identical to that member's allocation of the profits and losses of the conveying Grantors; and
- (4) All real property owned by the individual Grantors and used in the conduct of any real estate enterprise is being conveyed to a single limited liability company, Grantee.

WITNESSETH, that pursuant to the above, the Grantors do hereby grant and convey unto the said Grantee, its successors and assigns, all that lot of ground situate, lying and being in Baltimore County, State of Maryland, and described as follows, that is to say:



BEING KNOWN AND DESIGNATED as Lot No. 14, Block 4, as shown on the Subdivision Plan of Towson Park, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 19, folio 110.

The improvements thereon being known as No. 16 Skidmore Court.

BEING the same property described in a Deed dated June 16, 2005, and recorded among the Land Records of Baltimore County in Liber S.M. No. 22109, folio 361, from Janenne J. Corcoran to Stephen Vetter and Brian Vetter, the Grantors herein.

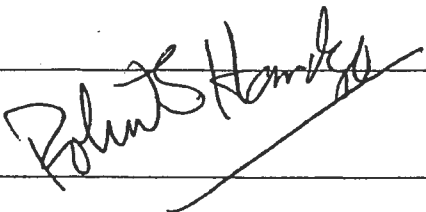
TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

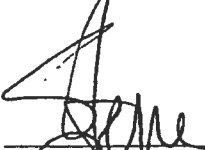
TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantee, its successors and assigns, in fee simple.

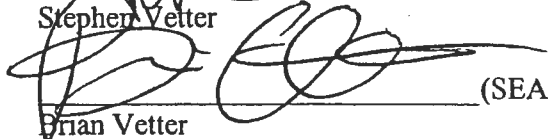
AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Stephen Vetter (SEAL)

  
\_\_\_\_\_  
Brian Vetter (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21<sup>ST</sup> day of September, 2007, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Stephen Vetter and Brian Vetter, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained as their act and deed.

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

Robert S. Handzo  
Notary Public

My Commission Expires: 12/1/09



The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by or under the supervision of him.

Robert S. Handzo  
Robert S. Handzo



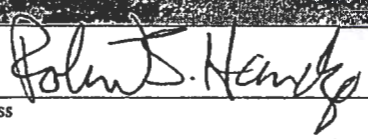
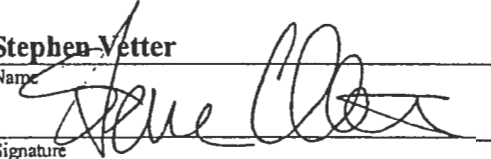
**Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate  
Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

| 1. Transferor Information |                |
|---------------------------|----------------|
| Name of Transferor        | Stephen Vetter |

| 2. Reason for Exemption    |                                                                                                                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resident Status</b>     | <input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland.<br><input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. |
| <b>Principal Residence</b> | <input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.                                                                                                                                                          |

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

| 3a. Individual Transfers                                                                       |                                                                                                                             |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <br>Witness | Stephen Vetter<br>Name<br><br>Signature |
| 3b. Entity Transfers                                                                           |                                                                                                                             |
| Witness/Attest                                                                                 | Name of Entity<br><br>By:<br><br>Name<br><br>Title                                                                          |

0027528 504

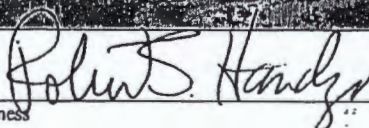
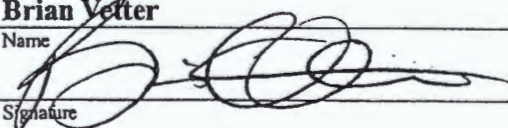
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Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

| 1. Transferor Information |  |
|---------------------------|--|
| Name of Transferor        |  |
| Brian Vetter              |  |

| 2. Reason for Exemption    |                                                                                                                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Resident Status</b>     | <input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland.<br><input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. |
| <b>Principal Residence</b> | <input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.                                                                                                                                                          |

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

| 3a. Individual Transferors                                                                     |                                                                                                                           |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <br>Witness | Brian Vetter<br>Name<br><br>Signature |
| 3b. Entity Transferors                                                                         |                                                                                                                           |
| Witness/Attest                                                                                 | Name of Entity<br><br><br>By:<br><br>Name<br><br>Title                                                                    |



0027528 505

| State of Maryland Land Instrument Intake Sheet<br>BALTIMORE COUNTY                                                                                                                                   |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only.<br>(Type or Print in Black Ink Only--All Copies Must Be Legible) |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 1                                                                                                                                                                                                    | Type(s) of Instruments                                                                                                                                                                                           | <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other<br><input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Modification <input type="checkbox"/> Not an Arms-Length Sale<br><input type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Length Sale[9]<br>Arms-Length[1] Arms-Length[2] Arms-Length[3]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 2                                                                                                                                                                                                    | Conveyance Type Check box                                                                                                                                                                                        | IMP. FEE SURE \$ 20.00<br>RECORDING FEE 20.00<br>TOTAL 40.00<br>Res# PAGE4 Rcpt # 53344<br>SN LL Blk # 1263<br>Dec 30, 2008 03:01 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 3                                                                                                                                                                                                    | Tax Exemptions (If Applicable) Cite Or Explain Authority                                                                                                                                                         | Recordation Section 12-108(bb) of the Tax Property Article<br>State Transfer<br>County Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 4                                                                                                                                                                                                    | Consideration And Tax Calculation                                                                                                                                                                                | <table border="1"> <thead> <tr> <th colspan="2">Consideration Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> </thead> <tbody> <tr> <td>Purchase Price/Consideration</td> <td>\$0</td> <td colspan="2">Transfer and Recordation Tax Consideration</td> </tr> <tr> <td>Any New Mortgage</td> <td></td> <td colspan="2">Transfer Tax Consideration</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td colspan="2">Total Transfer Tax</td> </tr> <tr> <td>Other</td> <td>\$</td> <td colspan="2">Less Exemption Amount</td> </tr> <tr> <td>Other</td> <td>\$</td> <td colspan="2">Recordation Tax Consideration</td> </tr> <tr> <td>Full Cash Value</td> <td>\$</td> <td colspan="2">X( ) per \$500 = \$</td> </tr> <tr> <td></td> <td></td> <td colspan="2">TOTAL DUE</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  | Consideration Amount                      |                            | Finance Office Use Only                            |                                                                                       | Purchase Price/Consideration                                              | \$0                                                      | Transfer and Recordation Tax Consideration                                                           |           | Any New Mortgage                                  |                                                                        | Transfer Tax Consideration |     | Balance of Existing Mortgage | \$  | Total Transfer Tax          |           | Other              | \$        | Less Exemption Amount |         | Other               | \$    | Recordation Tax Consideration |  | Full Cash Value                                 | \$ | X( ) per \$500 = \$ |                                                                                                                                                                    |       |  | TOTAL DUE         |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Consideration Amount                                                                                                                                                                                 |                                                                                                                                                                                                                  | Finance Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Purchase Price/Consideration                                                                                                                                                                         | \$0                                                                                                                                                                                                              | Transfer and Recordation Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Any New Mortgage                                                                                                                                                                                     |                                                                                                                                                                                                                  | Transfer Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Balance of Existing Mortgage                                                                                                                                                                         | \$                                                                                                                                                                                                               | Total Transfer Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other                                                                                                                                                                                                | \$                                                                                                                                                                                                               | Less Exemption Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other                                                                                                                                                                                                | \$                                                                                                                                                                                                               | Recordation Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Full Cash Value                                                                                                                                                                                      | \$                                                                                                                                                                                                               | X( ) per \$500 = \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
|                                                                                                                                                                                                      |                                                                                                                                                                                                                  | TOTAL DUE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 5                                                                                                                                                                                                    | Fees                                                                                                                                                                                                             | <table border="1"> <thead> <tr> <th>Amount of Fees</th> <th>Doc. 1</th> <th>Doc. 2</th> <th>Agent</th> </tr> </thead> <tbody> <tr> <td>Recording Charge</td> <td>\$20.00</td> <td>\$</td> <td></td> </tr> <tr> <td>Surcharge</td> <td>\$20.00</td> <td>\$</td> <td></td> </tr> <tr> <td>State Recordation Tax</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>State Transfer Tax</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>County Transfer Tax</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td>\$</td> <td></td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |            |           |  |  |  |  | Amount of Fees                            | Doc. 1                     | Doc. 2                                             | Agent                                                                                 | Recording Charge                                                          | \$20.00                                                  | \$                                                                                                   |           | Surcharge                                         | \$20.00                                                                | \$                         |     | State Recordation Tax        |     | \$                          |           | State Transfer Tax |           | \$                    |         | County Transfer Tax |       | \$                            |  | Other                                           |    | \$                  |                                                                                                                                                                    | Other |  | \$                |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Amount of Fees                                                                                                                                                                                       | Doc. 1                                                                                                                                                                                                           | Doc. 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Agent     |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Recording Charge                                                                                                                                                                                     | \$20.00                                                                                                                                                                                                          | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Surcharge                                                                                                                                                                                            | \$20.00                                                                                                                                                                                                          | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| State Recordation Tax                                                                                                                                                                                |                                                                                                                                                                                                                  | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| State Transfer Tax                                                                                                                                                                                   |                                                                                                                                                                                                                  | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| County Transfer Tax                                                                                                                                                                                  |                                                                                                                                                                                                                  | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other                                                                                                                                                                                                |                                                                                                                                                                                                                  | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other                                                                                                                                                                                                |                                                                                                                                                                                                                  | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 6                                                                                                                                                                                                    | Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i) | <table border="1"> <thead> <tr> <th>District</th> <th>Property Tax ID No.(1)</th> <th>Grantor Liber/Folio</th> <th>Map</th> <th>Parcel No.</th> <th>Val. LOG</th> </tr> </thead> <tbody> <tr> <td>09</td> <td>02-575090</td> <td></td> <td></td> <td></td> <td>(5)</td> </tr> <tr> <td colspan="2">Subdivision Name</td> <td>Lot(3a)</td> <td>Block(3b)</td> <td>Sec/AR(3c)</td> <td>Plat Ref.</td> </tr> <tr> <td colspan="2">Towson Park</td> <td>14</td> <td>4</td> <td></td> <td></td> </tr> <tr> <td colspan="6">Location/Address of Property Being Conveyed (2)</td> </tr> <tr> <td colspan="6">16 Skidmore Court</td> </tr> <tr> <td colspan="6">Other Property Identifiers (if applicable)</td> </tr> <tr> <td colspan="6">Water Meter Account No.</td> </tr> <tr> <td colspan="6">Residential: <input checked="" type="checkbox"/> Non-Residential: <input type="checkbox"/> Fee Simple: <input checked="" type="checkbox"/> Ground Rent: <input type="checkbox"/> Amount:</td> </tr> <tr> <td colspan="6">Partial Conveyance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:</td> </tr> <tr> <td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td> </tr> </tbody> </table> |           |            |           |  |  |  |  | District                                  | Property Tax ID No.(1)     | Grantor Liber/Folio                                | Map                                                                                   | Parcel No.                                                                | Val. LOG                                                 | 09                                                                                                   | 02-575090 |                                                   |                                                                        |                            | (5) | Subdivision Name             |     | Lot(3a)                     | Block(3b) | Sec/AR(3c)         | Plat Ref. | Towson Park           |         | 14                  | 4     |                               |  | Location/Address of Property Being Conveyed (2) |    |                     |                                                                                                                                                                    |       |  | 16 Skidmore Court |  |  |  |  |  | Other Property Identifiers (if applicable) |  |  |  |  |  | Water Meter Account No. |  |  |  |  |  | Residential: <input checked="" type="checkbox"/> Non-Residential: <input type="checkbox"/> Fee Simple: <input checked="" type="checkbox"/> Ground Rent: <input type="checkbox"/> Amount: |  |  |  |  |  | Partial Conveyance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: |  |  |  |  |  | If Partial Conveyance, List Improvements Conveyed: |  |  |  |  |  |
| District                                                                                                                                                                                             | Property Tax ID No.(1)                                                                                                                                                                                           | Grantor Liber/Folio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Map       | Parcel No. | Val. LOG  |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 09                                                                                                                                                                                                   | 02-575090                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            | (5)       |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Subdivision Name                                                                                                                                                                                     |                                                                                                                                                                                                                  | Lot(3a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Block(3b) | Sec/AR(3c) | Plat Ref. |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Towson Park                                                                                                                                                                                          |                                                                                                                                                                                                                  | 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4         |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| 16 Skidmore Court                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Other Property Identifiers (if applicable)                                                                                                                                                           |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Water Meter Account No.                                                                                                                                                                              |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| 7                                                                                                                                                                                                    | Transferred From                                                                                                                                                                                                 | <table border="1"> <thead> <tr> <th>Doc.1 - Grantor(s) Name(s)</th> <th>Doc.2 - Grantor(s) Name(s)</th> </tr> </thead> <tbody> <tr> <td>Stephen Vetter and Brian Vetter</td> <td></td> </tr> <tr> <td>Doc.1 - Owner(s) of Record, If Different from Grantor(s)</td> <td>Doc.2 - Owner(s) of Record, If Different from Grantor(s)</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |            |           |  |  |  |  | Doc.1 - Grantor(s) Name(s)                | Doc.2 - Grantor(s) Name(s) | Stephen Vetter and Brian Vetter                    |                                                                                       | Doc.1 - Owner(s) of Record, If Different from Grantor(s)                  | Doc.2 - Owner(s) of Record, If Different from Grantor(s) |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| Stephen Vetter and Brian Vetter                                                                                                                                                                      |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| 8                                                                                                                                                                                                    | Transferred To 31146/2                                                                                                                                                                                           | <table border="1"> <thead> <tr> <th>Doc.1 - Grantee(s) Name(s)</th> <th>Doc.2 - Grantee(s) Name(s)</th> </tr> </thead> <tbody> <tr> <td>16 Skidmore Court LLC</td> <td></td> </tr> <tr> <td colspan="2">New Owner's (Grantee) Mailing Address</td> </tr> <tr> <td colspan="2">1749 Broadlee Trail, Annapolis, MD 21401-6603</td> </tr> <tr> <td>Doc.1 - Additional Names to be Indexed (Optional)</td> <td>Doc.2 - Additional Names to be Indexed (Optional)</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |            |           |  |  |  |  | Doc.1 - Grantee(s) Name(s)                | Doc.2 - Grantee(s) Name(s) | 16 Skidmore Court LLC                              |                                                                                       | New Owner's (Grantee) Mailing Address                                     |                                                          | 1749 Broadlee Trail, Annapolis, MD 21401-6603                                                        |           | Doc.1 - Additional Names to be Indexed (Optional) | Doc.2 - Additional Names to be Indexed (Optional)                      |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| 16 Skidmore Court LLC                                                                                                                                                                                |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| 1749 Broadlee Trail, Annapolis, MD 21401-6603                                                                                                                                                        |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Doc.1 - Additional Names to be Indexed (Optional)                                                                                                                                                    | Doc.2 - Additional Names to be Indexed (Optional)                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 9                                                                                                                                                                                                    | Other Names To Be Indexed                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| 10                                                                                                                                                                                                   | Contact/Mail Information                                                                                                                                                                                         | <table border="1"> <thead> <tr> <th colspan="2">Instrument Submitted By or Contact Person</th> <th>(x) Return to Contact Person</th> </tr> </thead> <tbody> <tr> <td>Name: Robert S. Handzo, Esquire</td> <td></td> <td></td> </tr> <tr> <td>Firm: Royston, Mueller, McLean &amp; Reid, LLP</td> <td></td> <td>( ) Hold for Pickup</td> </tr> <tr> <td>Address: 102 W. Pennsylvania Avenue, Ste. 600, Towson, Maryland 21204</td> <td></td> <td></td> </tr> <tr> <td>Phone: 410-823-1800</td> <td></td> <td>(x) Return Address Provided</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |            |           |  |  |  |  | Instrument Submitted By or Contact Person |                            | (x) Return to Contact Person                       | Name: Robert S. Handzo, Esquire                                                       |                                                                           |                                                          | Firm: Royston, Mueller, McLean & Reid, LLP                                                           |           | ( ) Hold for Pickup                               | Address: 102 W. Pennsylvania Avenue, Ste. 600, Towson, Maryland 21204  |                            |     | Phone: 410-823-1800          |     | (x) Return Address Provided |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| Firm: Royston, Mueller, McLean & Reid, LLP                                                                                                                                                           |                                                                                                                                                                                                                  | ( ) Hold for Pickup                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| 11                                                                                                                                                                                                   | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER                                                                                                                                   | <table border="1"> <thead> <tr> <th>Assessment</th> <th>Information</th> <th>Assessment Use Only - Do Not Write Below This Line</th> </tr> </thead> <tbody> <tr> <td>( ) Yes ( ) No Will the property being conveyed be the grantee's principal residence?</td> <td>( ) Yes ( ) No Does transfer include personal property? If yes, identify:</td> <td></td> </tr> <tr> <td>( ) Yes ( ) No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).</td> <td></td> <td></td> </tr> <tr> <td colspan="3">Transfer Number: Date Received: Deed Reference: Assigned Property No.:</td> </tr> <tr> <td>Year</td> <td>Map</td> <td>Sub</td> </tr> <tr> <td>Land</td> <td>Block</td> <td>Plat</td> </tr> <tr> <td>Buildings</td> <td>Section</td> <td>Block</td> </tr> <tr> <td>Total</td> <td>Ex.Cd.</td> <td></td> </tr> <tr> <td colspan="3">REMARKS:</td> </tr> <tr> <td colspan="3"> <input type="checkbox"/> COUNTY TRANSFER TAX<br/>           Per: 300.00 Sec 23-130<br/> <input type="checkbox"/> RECORDATION TAX<br/>           Per: 20.00 T.P. ART 12-108<br/>           Date: 12/30/08         </td> </tr> </tbody> </table>                                                                                                           |           |            |           |  |  |  |  | Assessment                                | Information                | Assessment Use Only - Do Not Write Below This Line | ( ) Yes ( ) No Will the property being conveyed be the grantee's principal residence? | ( ) Yes ( ) No Does transfer include personal property? If yes, identify: |                                                          | ( ) Yes ( ) No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). |           |                                                   | Transfer Number: Date Received: Deed Reference: Assigned Property No.: |                            |     | Year                         | Map | Sub                         | Land      | Block              | Plat      | Buildings             | Section | Block               | Total | Ex.Cd.                        |  | REMARKS:                                        |    |                     | <input type="checkbox"/> COUNTY TRANSFER TAX<br>Per: 300.00 Sec 23-130<br><input type="checkbox"/> RECORDATION TAX<br>Per: 20.00 T.P. ART 12-108<br>Date: 12/30/08 |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Assessment                                                                                                                                                                                           | Information                                                                                                                                                                                                      | Assessment Use Only - Do Not Write Below This Line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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| Year                                                                                                                                                                                                 | Map                                                                                                                                                                                                              | Sub                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Land                                                                                                                                                                                                 | Block                                                                                                                                                                                                            | Plat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Buildings                                                                                                                                                                                            | Section                                                                                                                                                                                                          | Block                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| Total                                                                                                                                                                                                | Ex.Cd.                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
| REMARKS:                                                                                                                                                                                             |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |            |           |  |  |  |  |                                           |                            |                                                    |                                                                                       |                                                                           |                                                          |                                                                                                      |           |                                                   |                                                                        |                            |     |                              |     |                             |           |                    |           |                       |         |                     |       |                               |  |                                                 |    |                     |                                                                                                                                                                    |       |  |                   |  |  |  |  |  |                                            |  |  |  |  |  |                         |  |  |  |  |  |                                                                                                                                                                                          |  |  |  |  |  |                                                                                                                                       |  |  |  |  |  |                                                    |  |  |  |  |  |
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State of Maryland  
Department of  
Assessments and Taxation

Charter Division



Martin O'Malley  
Governor

C. John Sullivan, Jr.  
Director

Paul B. Anderson  
Administrator

Date: 09/11/2007

ROYSTON, MUELLER, MCLEAN & REID  
#600  
102 W PENN AVE  
TOWSON MD 21204-4526

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : 16 SKIDMORE COURT LLC  
DEPARTMENT ID : W12120739  
TYPE OF REQUEST : ARTICLES OF ORGANIZATION  
DATE FILED : 09-11-2007  
TIME FILED : 02:54 PM  
RECORDING FEE : \$100.00  
EXPEDITED FEE : \$70.00  
COPY FEE : \$22.00  
FILING NUMBER : 1000361995272253  
CUSTOMER ID : 0002019351  
WORK ORDER NUMBER : 0001462389

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

Charter Division  
Baltimore Metro Area (410) 767-1350  
Outside Metro Area (888) 246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395  
Telephone (410)767-4950 / Toll free in Maryland (888)246-5941  
MDPS (Maryland Department of Assessments and Taxation) 1-800-735-2259 TDD/Relay: (410)222-7007

EXHIBIT "D"

0004772326

CACCPPT



Rep ex h 2

having less than 100 square feet of floor area shall be considered a bedroom. [Bill No. 100-1970]

**BILLIARD OR POOL ROOM** — A business establishment where the principal use is the playing of pool or billiards and at least 75% of the net floor area of the establishment's interior space is devoted exclusively to this use. The net floor area does not include space that is not available for use by the public. [Bill No. 30-1983]

**BOARDING- OR ROOMING HOUSE** [Bill Nos. 44-1982; 124-1993; 86-2001; 102-2001]:

A. A building:

1. Which is the domicile of the owner and in which rooms with or without meals are provided, for compensation, to three or more adult persons not related by blood, marriage or adoption to the owner; or
2. Which is not the owner's domicile and which is occupied in its entirety, for compensation, by three or more adult persons not related to each other by blood, marriage or adoption.

B. The term does not include a hotel, motel, apartment building or a facility for foster care (as defined in the Family Law Article, Section 5-501(g) of the Annotated Code of Maryland and COMAR 07.06.16). The term does include a care home (as defined in the Health General Article, Section 19-307(b) of the Annotated Code of Maryland.) [Bill No. 137-2004]

C. For purposes of this definition only, "owner" means a person who:

1. Has more than a 25% legal or equitable interest in the property; and
2. Shares in more than 25% of the profits or losses derived from the compensation paid under Paragraph A. of this definition.

**BOATYARD** — A commercial or nonprofit boat basin with facilities for one or more of the following: sale, construction, repair, storage, launching, berthing, securing, fueling and general servicing of marine craft of all types. [Bill No. 64-1963]

**BREWERY** — An establishment with a valid alcoholic beverage manufacturer's license Class 5, 6 or 7 issued in accordance with the Annotated Code of Maryland, Article 2B, Section 2-206, 2-207 or 2-208. [Bill No. 185-1995]

**BREWERY, CLASS 5A** — A brewery with a state Class 5 license which produces 100,000 or more barrels of malt beverage per year. [Bill No. 185-1995]

**BREWERY, CLASS 5B** — A brewery with a state Class 5 license which produces less than 100,000 barrels of malt beverage per year. [Bill No. 185-1995]

**BREWERY, CLASS 6** — A brewery with a state Class 6 (pub-brewery) license. A Class 6 brewery is accessory to a standard restaurant and produces no more than 2,000 barrels of malt beverage per year. [Bill No. 185-1995]

**BREWERY, CLASS 7** — A brewery with a state Class 7 (micro-brewery) license. A Class 7 brewery is established in conjunction with a standard restaurant and produces no

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

In the Matter of

Civil Citation No. 46307

Stephen Vetter  
Brian Vetter

16 Skidmore Court

Respondents

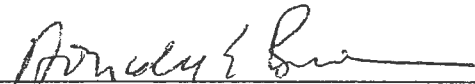
AMENDED FINAL ORDER

This matter came before the Code Enforcement Hearing Officer for the Department of Permits and Development Management on December 9, 2008, for a Hearing on a citation for violations under the Baltimore County Zoning Regulations, Sections 101: Definition of Boarding-or Rooming House, 102.1: Conformance with Regulations, 1B01.1: Applicability and 408B: Boarding-and Rooming Houses in D.R. Zones; and failure to register the property as a rental Code in a D. R. Zone known as 16 Skidmore Court, Baltimore, MD 21204.

Subsequently, the Respondents, by and through their attorney, Edward J. Gilliss, hand-delivered to Timothy M. Kotroco, Director, Department of Permits & Development Management, a letter on February 3, 2009, requesting a modification or amendment of the Final Order dated January 29, 2009. Mr. Gilliss argues that Section 3-201 of the Real Property Article is controlling which section says: *The effective date of a deed is the date of delivery, and the date of delivery is presumed to be the date of the last acknowledgment, if any, or the date stated on the deed, whichever is later. Every deed, when recorded, takes effect from its effective date as against the grantor, his personal representatives, every purchaser with notice of the deed, and every creditor of the grantor with or without notice.* The action brought against the Respondents was for a violation of a zoning regulation not in any way related to the grantor, his Personal Representatives, a purchaser with notice or creditor. The citation dated December 9, 2008, not November 25, 2008 as incorrectly stated in the January 29<sup>th</sup> order, charged the Respondents with violations for the period of September 17, 2008 through November 25, 2008, not through December 9, 2008 as set out, due to the fact that any violation after the date of the citation was speculative. During that time and even up to the date of the hearing no deed had been recorded which changed the ownership interests of the occupants and therefore I do not find Section 3-201 controlling.

Mr. Gilliss also argues that even if the property had not been effectively transferred as of September 21, 2007, one of the three occupants was a first cousin of one of the owners, a fact unfortunately not previously recognized by the undersigned Hearing Officer and which was set forth in Mr. Gilliss' December 30, 2008, letter, which must be considered as the Hearing Officer, Rick Wisnom, agreed to allow the record to remain open until December 30, 2008 to accept additional information regarding ownership of the property. As a result, there were not three or more persons not related by blood, marriage or adoption to the owner during the violation period discussed above.

WHEREFORE, it is this 4<sup>th</sup> day of February 2009, ordered that the charge of operating a Boarding-Rooming House in the above-entitled matter is dismissed.

Signed:   
Donald E. Brand  
Baltimore County Hearing Officer

**NOTICE TO VIOLATOR:** The violator is advised that (1) pursuant to §3-6-206(g)(2) of the Baltimore County Code, the Violator may make written application to the Director of the Department of Permits & Development Management within 10 days to modify or amend this order and (2) pursuant to §3-6-301(a), Baltimore County Code, the Violator may appeal this order to the Baltimore County Board of Appeals within fifteen (15) days from the date of this order. Any such appeal requires the filing of a petition setting forth the grounds for appeal, payment of a filing fee of \$150 and the posting of security to satisfy the penalty assessed.

**Amended and Restated Operating Agreement**

**Of**

**16 Skidmore Court LLC,**

**A Maryland Limited Liability Company**

**Dated: December 30, 2008**



**16 Skidmore Court LLC,  
A Maryland Limited Liability Company  
Operating Agreement**

**Exhibit A  
List of Members, Capital, and Percentages**

| Name and Address<br>Of Taxpayer                                 | Initial<br>Cash Capital<br>Contribution                                                                      | Percentages |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------|
| Stephen G. Vetter<br>1749 Broadlee Trail<br>Annapolis, MD 21401 | Contribution of 50%<br>interest in property having<br>an address of<br>16 Skidmore Court<br>Towson, MD 21204 | 37%         |
| Brian Vetter<br>16 Skidmore Court<br>Towson, MD 21204           | Contribution of 50%<br>interest in property having<br>an address of<br>16 Skidmore Court<br>Towson, MD 21204 | 37%         |
| Steve Plimack<br>16 Skidmore Court<br>Towson, MD 21204          | \$1.00                                                                                                       | 26%         |

*for  
vetter*

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND  
Legislative Session 2009, Legislative Day No. 5

Bill No. 17-09

---

Mr. Joseph Bartenfelder, Chairman and Councilmembers Gardina, Moxley & Olszewski  
By Request of County Executive

---

By the County Council, March 2, 2009

---

A BILL  
ENTITLED

AN ACT concerning

Boarding- or Rooming House - Definition and clarification

FOR the purpose of raising the level of ownership interest an individual must have to be considered an owner of a property for purposes of boarding- or rooming house analysis; providing that an individual who lives in a building for a certain amount of time may be considered to reside in a building for purposes of boarding- or rooming house analysis under certain circumstances; providing for the burden of proof under certain circumstances; clarifying the intent of county rental housing law; clarifying a certain term; and generally relating to boarding- or rooming houses.

By repealing and reenacting, with amendments

Section 101, Definition of "Boarding- or rooming house"  
Baltimore County Zoning Regulations

---

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.  
[Brackets] indicate matter stricken from existing law.  
~~Strike out~~ indicates matter stricken from bill.  
Underlining indicates amendments to bill.

Permits and Development Management  
Code Inspections and Enforcement  
County Office Building, Rm. 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: **FA0149449** PROPERTY TAX ID: **0902575090**

NAME(S): **16 Skidmore Court, LLC**  
**Robert S. Handzo**

MAILING ADDRESS: **102 W Pennsylvania Ave**  
**TOWSON** STATE: **MD** ZIP CODE: **21204**

VIOLATION ADDRESS: **16 Skidmore Ct**  
**TOWSON** STATE: **MARYLAND** ZIP CODE: **21204**

VIOLATION DATES: **08/18/09 thru 09/02/09**

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:  
**Baltimore County Zoning Regulations**  
**101, 102, 1801.1, 4080**

**Failure to cease the use of**  
**the property as a Rooming &**  
**Boarding House**

**\* Return enclosed information**  
**by 9/2/09.**

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:

**\$ 3,000.00**

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

DATE: **09/02/09**

TIME: **9** 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: **Lakshia Ramsey**

INSPECTOR SIGNATURE: **[Signature]** Date: **08.18.09**

PRINT NAME DEFENDANT

EXHIBIT "I"



16 Skidmore Court, LLC  
a Maryland limited liability company

**AMENDMENT TO OPERATING AGREEMENT**

14 THIS AMENDMENT TO OPERATING AGREEMENT ("Amendment") is made this day of May, 2009, by and among Stephen G. Vetter ("Stephen") and Brian Vetter ("Brian"), Class A Members, Steve Plimack ("Plimack") and Joe Wascavage ("Wascavage"), Class B Members, and 16 Skidmore Court, LLC, a Maryland limited liability company (the "Company").

WHEREAS, The Company was formed by the filing of Articles of Organization with the Maryland State Department of Assessments and Taxation on September 11, 2007.

WHEREAS, Stephen and Brian have heretofore entered into an Operating Agreement effective September 21, 2007 (the "Original Operating Agreement") for the organization, operation and conduct of the Company.

WHEREAS, Stephen, Brian and Plimack entered into an Amended and Restated Operating Agreement on December 30, 2008 (the "Operating Agreement"), which superseded the Original Operating Agreement.

WHEREAS, the parties desire to admit Wascavage as a Class B Member upon the terms and conditions set forth in the Operating Agreement and to further amend the Operating Agreement.

NOW, THEREFORE, the parties hereby agree that the Operating Agreement be and the same is hereby amended as follows:

1. **New Class B Member.** Effective the day and year set forth above, Wascavage shall be admitted as a Class B Member of the Company and shall own a Percentage equal to 26%.

2. **Adjustments to Percentages.** Effective the day and year set forth above, Stephen's Percentage shall decrease from 37% to 24% and Brian's Percentage shall decrease from 37% to 24%. Exhibit A of the Operating Agreement is hereby amended to reflect the new Percentages consistent with this Amendment.

3. **Defined Terms.** All capitalized terms not defined herein shall have the meaning ascribed to them in the Operating Agreement.

4. **Ratification.** The Operating Agreement, except as expressly amended by or inconsistent with the terms hereof, is hereby ratified and affirmed to be controlling and binding upon the Company and its Members.



IN WITNESS WHEREOF, the parties have executed this Amendment by their hands and seals below.

WITNESS:

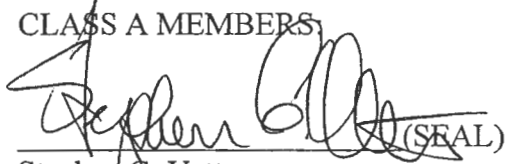
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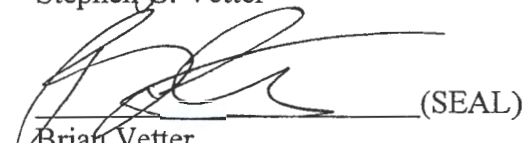
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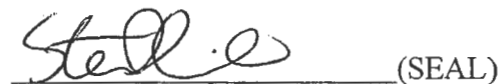
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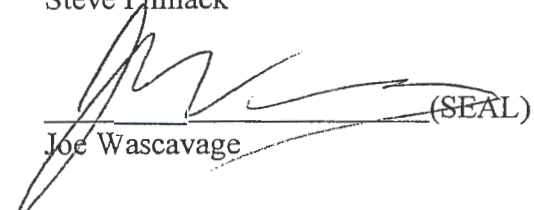
CLASS A MEMBERS:

 (SEAL)  
Stephen G. Vetter

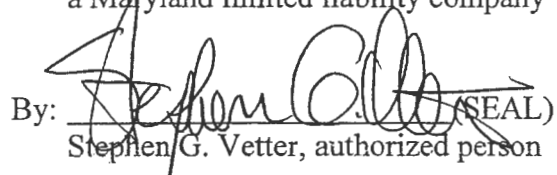
 (SEAL)  
Brian Vetter

CLASS B MEMBERS:

 (SEAL)  
Steve Plimack

 (SEAL)  
Joe Wascavage

16 SKIDMORE COURT, LLC.  
a Maryland limited liability company

By:  (SEAL)  
Stephen G. Vetter, authorized person

**ROYSTON, MUELLER, McLEAN & REID, LLP**

ATTORNEYS AT LAW

R. TAYLOR McLEAN  
E. HARRISON STONE  
WILLIAM F. BLUE  
THOMAS F. McDONOUGH  
LAUREL PARETTA REESE\*  
KEITH R. TRUFFER\*  
ROBERT S. HANDZO\*  
EDWARD J. GILLISS  
TIMOTHY J. OURSLER  
ROBERT G. BLUE  
CRAIG P. WARD  
LEANNE M. SCHRECENGOST

SUITE 600  
THE ROYSTON BUILDING  
102 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4575

TELEPHONE 410-823-1800  
FACSIMILE 410-828-7859  
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OF COUNSEL  
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BRADFORD G.Y. CARNEY  
STEPHEN C. WINTER  
LISA J. McGRATH

CARROLL W. ROYSTON  
1913-1991

H. ANTHONY MUELLER  
1913-2000

RICHARD A. REID  
1931-2008

\* ALSO ADMITTED IN D.C.

DAVID F. LUBY  
JONATHAN M. HERBST  
JAMES L. SHEA, JR.  
MARTHA K. WHITE  
ALICE L. ARCIERI

March 9, 2010

William J. Wiseman, III, Esquire  
Zoning Commissioner  
105 West Chesapeake Avenue  
Towson, Maryland 21204-4710

Re: 16 Skidmore Court, LLC  
Case No. 0210-0133-SPH

RECEIVED

MAR 09 2010

ZONING COMMISSIONER

Dear Mr. Wiseman:

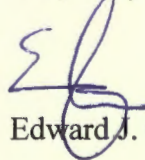
This letter follows the March 4, 2010 hearing in the above-captioned matter.

Consistent with your request at the conclusion of the hearing, I now provide you with a "rent roll" identifying the individuals who have resided at the above-referenced property since the Vettors and/or the LLC have owned the property.

Please advise me if you desire or require any additional information.

Thank you for your cooperation.

Very truly yours,



Edward J. Gilliss

EJG/ges

Enclosure

cc: Mr. Stephen B. Vetter

G:\LITIGATION\SEJG\Clients\Vetter\Wiseman 03-09-10.doc

PETITIONER'S

EXHIBIT NO.

3

Skidmore Summary

July 2005 thru June 2006

Brian Vetter  
Matt Antol  
John Callas  
Jason Danate

RECEIVED

MAR 09 2010

ZONING COMMISSIONER

July 2006 thru May 2007

Brian Vetter  
Adam Hagalein  
Jason Danate  
Matt Antol

June 2007 thru May 2008

Brian Vetter  
Adam Hagalein  
Blake Best  
Keith Oblog Fall 2007

June 2008 thru May 2009

Joe Wascavage  
Steve Plimack  
Justin Malena  
Eric Davis Fall 2008  
Brian Vetter Spring 2009

June 2009 thru December 2009

Joe Wascavage  
Steve Plimack  
Christian Pastrick  
Steve Catalano

January 2010 to present

Joe Wascavage  
Steve Plimack  
Christian Pastrick







# PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

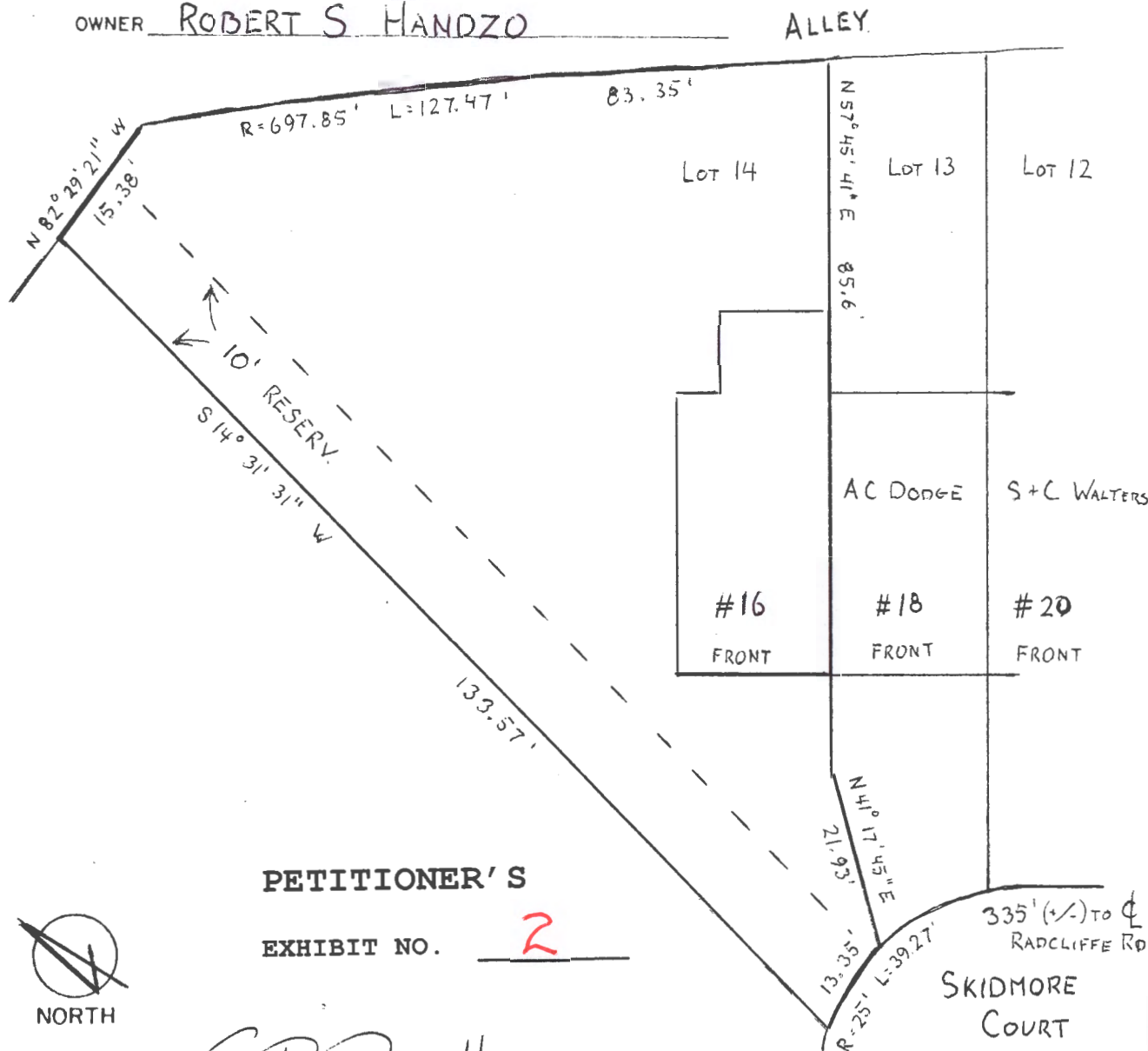
PROPERTY ADDRESS 16 SKIDMORE COURT

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

SUBDIVISION NAME TOWSON PARK

PLAT BOOK # 19 FOLIO # 110 LOT # 14 SECTION #       

OWNER ROBERT S HANDZO



PETITIONER'S

EXHIBIT NO. 2



PREPARED BY ED Duvall

SCALE OF DRAWING: 1" = 20'



VICINITY MAP  
SCALE: 1" = 1000'

## LOCATION INFORMATION

ELECTION DISTRICT 9TH

COUNCILMANIC DISTRICT 5TH

1" = 200' SCALE MAP # 070A1

ZONING DR 10.5

LOT SIZE 5760  
ACREAGE SQUARE FEET

SEWER ☒ PUBLIC ☐ PRIVATE  
WATER ☒ ☐

CHESAPEAKE BAY CRITICAL AREA YES ☐ NO ☒  
100 YEAR FLOOD PLAIN YES ☐ NO ☒  
HISTORIC PROPERTY/BUILDING YES ☐ NO ☒  
PRIOR ZONING HEARING

ZONING OFFICE USE ONLY  
REVIEWED BY        ITEM #        CASE # 2010-0133-SPH