

IN RE: **PETITION FOR VARIANCE**
W/S Scotts Hill Drive, 365' S c/line of
Bittersweet Road
(1008 Scotts Hill Drive)

2nd Election District
2nd Council District

Nechama Goldman, *Legal Owner*
Sarah C. Manning, *Lessee*
Petitioner

BEFORE THE
ZONING COMMISSIONER
OF
BALTIMORE COUNTY
Case No. 2010-0170-A

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Variance filed by Petitioner and contract lessee, Sarah C. Manning. The Petition was also signed by the legal owner of the property, Nechama Goldman. The Petitioner requests variance relief from Sections 432.A.1.C.1 and 432.A.1.C.2 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit parking for a Class I Assisted Living Facility with a maximum of three (3) beds to be located partially in the front yard in lieu of the required side and rear yards, and a side yard setback for said parking spaces of zero (0) feet in lieu of the required 10 feet from the property line. The subject property and requested relief are more particularly described on the site plan submitted, which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were Sarah Manning, d/b/a S&S Senior Care, her daughter, Sharon Manning, and David Billingsley, of Central Drafting and Design, Inc., who prepared the site plan and is assisting the Petitioner in the permitting process. A number of residents and community leaders representing the Scotts Hill Improvement Association, consisting of 260 homes, appeared as concerned neighbors, namely; Bernando Rozencwaig, Robert H. Kontoff, Marcia Litov, Deanna L. Haspett, and Les Weinberg.

ORDER RECEIVED FOR FILING

Date

By

It became apparent at the onset of the hearing that a great deal of confusion existed as to the nature and scope of the request. As explained, Mr. Rosencwaig, the Association's Vice President, indicated that the zoning sign posted on the property had given the impression that the property's features would be changing. He presented correspondence received from 16 families who oppose the creation of additional paved parking spaces, changes to the existing structure, parking to be allowed in the front yard, changes in the zoning classification, etc. (*See* Protestants Exhibit 1). Mr. Billingsley explained that nothing is being removed. No new construction is taking place. The Petitioner is not proposing to construct any additional parking areas, but is asking for permission to operate an Assisted Living Facility with parking and delivery in the existing driveway of the subject property rather than the rear yard. Ms. Manning only wishes to legitimize those conditions set forth above that have existed since 1959.

Testimony and evidence offered revealed that the subject property is a rectangular-shaped parcel located on the west side of Scotts Hill Drive, just west of Bittersweet Road in the Scotts Hill subdivision of Pikesville. The property contains a lot area of 8,750 square feet (0.20 acres), more or less, zoned D.R.5.5 and improved with a split-level single-family dwelling with a rear yard patio and large yard. Ms. Goldman has owned the property since December 2005 and has been leasing it to Ms. Manning since February 2007. *See* Lease Agreement received as Petitioner's Exhibit 7. Ms. Manning has applied for a State license and would like to receive zoning approval in order to accredit the house as a three (3) bed Assisted Living Facility for senior citizens in need of assistance. She stated the home is adequate for this purpose and that the parking on the side and front would be sufficient since there's room for two (2) vehicles on the existing concrete parking pad and room on Scotts Hill Drive in front of the house for deliveries and additional parking. This testimony is corroborated by Stephen E. Weber, Chief of

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Traffic Engineering, in his e-mail dated January 14, 2010, sent to the Office of People's Counsel, following his review of the proposal. Ms. Manning points out that no assisted living patient would drive a vehicle so that there would be no additional parking required. Finally, she indicated that since the existing parking pad on the east side of the house does not meet the setback requirements for assisted living facilities (Sections 432.A.C.1 and 2), she had initially planned to extend the driveway and create a turn-around area in the rear yard. The Office of Planning, however, opposed creating an additional impervious surface and stated in its Zoning Advisory Committee (ZAC) comment, dated December 23, 2009, as follows:

"The additional impervious surface and the turnaround would diminish the usability of the rear yard and would not be compatible with the neighborhood. The lessee, Sarah Manning and representative, Dave Billingsley, were made aware of this issue. The site plan was revised and the parking is now shown in the existing driveway".

This is in accord with the community's strong desire not to allow changes in the appearance of houses that affect the beauty of the neighborhood and impact the values of adjacent properties. Therefore, the Petitioner agreed to compromise and file the instant Petition. If not for the Office of Planning's request, no variances would be necessary or required as the Petitioner could have met all B.C.Z.R. requirements.

In this regard, the assisted living facility legislation enacted under Council Bills 19-04 and 32-06 were written by and for the Office of Planning and the Department of Aging. These agencies are responsible for reviewing and approving the general layout and compatibility standards of any proposed assisted living facility and make recommendations to the Department of Permits and Development Management (DPDM) and the undersigned Zoning Commissioner. Bill No. 19-04 composed site requirement changes, including a minimum required 10-foot setback from an adjoining property line for parking – and that the parking and delivery areas be

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Date

By

located in side or rear yards. It is this required location that is at issue before me, as an assisted living facility is permitted in the D.R.5.5 zoning classification by Use Permit which can be issued by representatives of the DPDM pursuant to Council Bill 19-04. That section was amended to require that such facilities be:

- “(1) located in a structure which was built at least five (5) years before the date of the application;
- (2) was not enlarged by 25% or more of ground area within the five (5) years before the date of application; and
- (3) which accommodates fewer than eight (8) resident clients”.

Thus, if the requested variance relief is granted, a zoning Use Permit could be issued following receipt of comments from the Offices of Planning and Community Conservation for the proposed assisted living facility.¹

After due consideration of all of the testimony and evidence presented, I am persuaded to grant the variance. It is clear that strict compliance with the regulations would result in a practical difficulty and unreasonable hardship for the Petitioner and prevent her use of the property for a permitted purpose. Moreover, testimony and evidence demonstrates that this property is on the main street that all residents of Scotts Hill Drive use to access and exit the area and they do not want any changes to the community's appearance, a position also advocated by the Office of Planning. There were no adverse ZAC comments submitted by any County reviewing agency and the proposal appears compatible with the pattern of development in the area. Thus, I find that the relief requested is appropriate in this instance and will not be detrimental to adjacent properties or the surrounding locale.

¹ As evidenced by the December 23, 2009 ZAC comment from the Office of Planning, they recommend the granting of the variance and approval of the Use Permit.

Pursuant to the advertisement, posting of the property and public hearing on this Petition held, and for the reasons set forth above, the relief requested shall be granted with limitations.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 3rd day of February 2010 that the Petition for Variance seeking relief from Sections 432.A.1.C.1 and 432.A.1.C.2 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit parking to be located partially in the front yard in lieu of the required side and rear yards, and a side yard setback for said parking spaces of zero (0) feet in lieu of the required 10 feet from the property line, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, and

IT IS FURTHER ORDERED that a Use Permit for an Assisted Living Facility I for a maximum of three (3) beds, be and is hereby GRANTED, subject to the following conditions which are restrictions precedent to the limited approval granted herein:

1. The Petitioner may apply for her Use Permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at her own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.
2. The variance relief granted to the Petitioner(s) herein is personal in nature, limited in duration, and shall not run with the land so as to insure to the benefit of any subsequent property lessee or owner. The Assisted Living Facility use shall terminate at such time as Sarah C. Manning ceases to operate the facility or no longer leases the property, whichever occurs first rendering the variance relief granted hereunder to be null and void and of no further force and effect.
3. The Petitioner(s) shall permit a representative of the Code Enforcement Division of the Department of Permits and Development Management reasonable access to the property and dwelling to insure compliance with this Order.
4. The decision in this case is not a legal precedent that may be cited as such in any other zoning case.

ORDER RECEIVED FOR FILING

Date

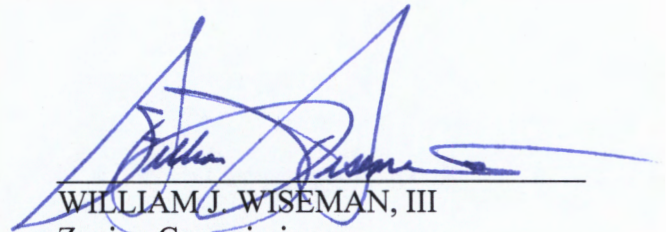
2-3-10

By

1923

5. There shall be no signage erected on the home or permitted on the property.

IT IS FURTHER ORDERED THAT ANY APPEAL OF THIS DECISION MUST BE ENTERED WITHIN THIRTY (30) DAYS OF THE DATE HEREOF.


WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

WJW:dlw

ORDER RECEIVED FOR FILING

Date 2-3-10

By DJ



BALTIMORE COUNTY

M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

February 3, 2010

Sarah C. Manning
6504 Armstrong Avenue
Baltimore, Maryland 21215

RE: PETITION FOR VARIANCE

W/S Scotts Hill Drive, 365' S c/line of Bittersweet Road

(1008 Scotts Hill Drive)

2nd Election District - 2nd Council District

Nechama Goldman, *Legal Owner*; Sarah C. Manning, *Lessee* - Petitioner

Case No. 2010-0170-A

Dear Ms. Manning:

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,

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

WJW:dlw
Enclosure

c: Nechama Goldman, 5918 Simmonds Avenue, Baltimore, MD 21215
David Billingsley, Central Drafting and Design, Inc., 601 Charwood Court,
Edgewood, MD 21040
Sharon Manning, 6504 Armstrong Avenue, Baltimore, Maryland 21215
Bernando Rozencwaig, 813 Smoke Tree Road, Baltimore, MD 21208
Robert H. Kontoff, 918 Painted Post Road, Pikesville, MD 21208
Marcia Litov, 1017 Scotts Hill Drive, Pikesville, MD 21208
Deanna L. Haspett, 1016 Scotts Hill Drive, Pikesville, MD 21208
Les Weinberg, 1003 Scotts Hill Drive, Pikesville, MD 21208
People's Counsel; Division of Code Inspections and Enforcement, DPDM;
Office of Planning; File



Petition for Variance

to the Zoning Commissioner of Baltimore County for the property
located at 1008 SCOTTS HILL DRIVE
which is presently zoned DR 5.5

Deed Reference: 23212 / 257 Tax Account # 0206100340

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

SEE ATTACHED

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons: (indicate hardship or practical difficulty.)

TO BE PRESENTED AT HEARING

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

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

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

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address

Telephone No.

City

State

Zip Code

Legal Owner(s):

NECHAMA GOLDMAN

Name - Type or Print

Signature

Name - Type or Print

Signature

5918 SIMMONDS AVE

Address

BALTO.

MD.

Telephone No.

71215

City

State

Zip Code

Representative to be Contacted:

DAVID BILLINGSLEY

CENTRAL DRAFTING AND DESIGN, INC.

Name

601 CHARWOOD CT (410) 679-8719

Address

EDGEWOOD

MD.

Telephone No.

21040

City

State

Zip Code

Case No. 2010-0170-A

ORDER RECEIVED FOR FILING

REV 8/20/07

Date

2-3-10

By

[Signature]

Office Use Only

Estimated Length of Hearing
Unavailable For Hearing

Reviewed by

[Signature]

Date

12-7-09

A variance from Section 432A.C. 1 and 2, BCZR; to permit parking for an Assisted Living Facility to be located partially in the front yard in lieu of the required side and rearyards; and a sideyard setback for said parking spaces of zero feet in lieu of the required 10 feet.

ZONING DESCRIPTION 1008 SCOTTS HILL DRIVE

Beginning at a point on the west side of Scotts Hill Drive (60 feet wide) distant 365 feet southerly of it's intersection with the center of Bittersweet Road (50 feet wide), thence being all of Lot 20, Block B as shown on the plat entitled Plat Three, Scotts Hill recorded among the Baltimore County plat records in Plat Book 25 Folio 70.

Containing 8,750 square feet or 0.201 acre of land, more or less.

Being known as 1008 Scotts Hill Drive. Located in the 2ND Election District, 2ND Councilmanic District of Baltimore County, Md.

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

No. 1722

Date: 7-21

Fund	Dept	Unit	Sub Unit	Rev	Sub	Dept	Obj	BS Acct	Amount
				Source/	Rev/				
				Obj	Sub Obj				

Total: _____

Rec
From: _____

For: _____

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!

**CASHIER'S
 VALIDATION**

**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/neighborhood 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: 0170
Petitioner: NECHAMA SOLOMAN
Address or Location: 1008 SCOTTS HILL DRIVE

PLEASE FORWARD ADVERTISING BILL TO:

Name: SARA MANNING
Address: 6504 ARMSTRONG AVE
BALTO MD 21215
Telephone Number: (443) 660-8613

**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: # 2010-0170-A
1008 Scotts Hill Drive
W/side of Scotts Hill Drive,
365 feet +/- south of the
centerline of Bittersweet
Road
2nd Election District
2nd Councilmanic District
Legal Owner(s): Nechama
Goldman

Variance: to permit parking
for an Assisted Living Facility
to be located partially in
the front yard in lieu of the
required side and rear
yards, and a sideyard set-
back for said parking
spaces of zero feet in lieu
of the required 10 feet.

**Hearing: Tuesday, January
26, 2010 at 11:00 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.

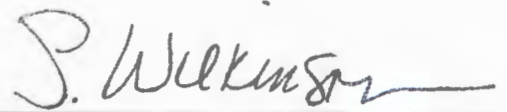
JT/1/722 Jan. 12 226443

CERTIFICATE OF PUBLICATION

1/14/, 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 1/12/, 2010.

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



LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: Case No 2010-0170-A

Petitioner/Developer DAVE
BILLINGSLEY

Date Of Hearing/Closing: 1/26/10

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

Attention:

Ladies and Gentlemen

This letter is to certify under penalties of perjury that the necessary
sign(s) required by law were posted conspicuously on the property
at 1008 SCOTTS HALL DRIVE

This sign(s) were posted on January 10, 2010

Month, Day, Year

Sincerely,

Martin Ogle 1/10/10

Signature of Sign Poster and Date

Martin Ogle

60 Chelmsford Court

Baltimore, Md, 21220

443-629-3411

ZONING NOTICE

CASE # 2010-0170-A

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

ROOM 104 JEFFERSON BUILDING 106

PLACE: WEST CHESAPEAKE AVENUE TOWSON 21204

DATE AND TIME: THURSDAY JANUARY 20, 2010
AT 11:00 A.M.

REQUEST: VARIANCE TO PERMIT PARKING FOR AN
ASSISTED LIVING FACILITY TO BE LOCATED
PARTIALLY IN THE FRONT YARD IN LIEU OF THE REQUIRED
SIDE AND REAR YARDS, AND A SIDE YARD SETBACK FOR SAID
PARKING SPACES OF ZERO FEET IN LIEU OF THE REQUIRED
10 FEET

POSTERED HERE TO IN ACCORDANCE WITH THE ZONING COMMISSIONER'S
POLICY ON PUBLIC HEARINGS (C.A. 1-12-1991)

DO NOT REMOVE THIS SIGNAGE POST UNTIL AFTER THE PUBLIC HEARING OR
HANDICAPPED ACCESSIBLE



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

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

December 23, 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: 2010-0170-A

1008 Scotts Hill Drive

W/side of Scotts Hill Drive, 365 feet +/- south of the centerline of Bittersweet Road

2nd Election District – 2nd Councilmanic District

Legal Owners: Nechama Goldman

Variance to permit parking for an Assisted Living Facility to be located partially in the front yard in lieu of the required side and rear yards, and a sideyard setback for said parking spaces of zero feet in lieu of the required 10 feet.

Hearing: Tuesday, January 26, 2010 at 11:00 a.m. in Room 104, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

Timothy Kotroco
Director

TK:klm

C: Nechama Goldman, 5918 Simmonds Avenue, Baltimore 21215
David Billingsley, 601 Charwood Court, Edgewood 21040

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY, JANUARY 11, 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.

TO: PATUXENT PUBLISHING COMPANY
Tuesday, January 12, 2010 Issue - Jeffersonian

Please forward billing to:
Sara Manning
6504 Armstrong Avenue
Baltimore, MD 21215

443-660-8613

NOTICE OF ZONING HEARING

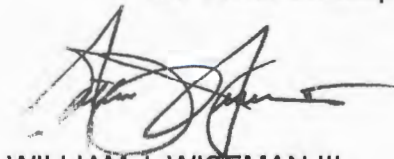
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2010-0170-A

1008 Scotts Hill Drive
W/side of Scotts Hill Drive, 365 feet +/- south of the centerline of Bittersweet Road
2nd Election District – 2nd Councilmanic District
Legal Owners: Nechama Goldman

Variance to permit parking for an Assisted Living Facility to be located partially in the front yard in lieu of the required side and rear yards, and a sideyard setback for said parking spaces of zero feet in lieu of the required 10 feet.

Hearing: Tuesday, January 26, 2010 at 11:00 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.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

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

January 21, 2010

Nechama Goldman
5918 Simmonds Ave.
Baltimore, MD 21215

Dear: Nechama Goldman

RE: Case Number 2010-0170-A, 1008 Scotts Hill Dr.

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on December 07, 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,

A handwritten signature in black ink that reads "W. Carl Richards, Jr." with a stylized flourish at the end.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:lnw

Enclosures

c: People's Counsel
David Billingsley; 601 Charwood Ct.; Edgewood, MD 21040

BW 1/26
11am

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: December 23, 2009

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

RECEIVED

SUBJECT: 1008 Scotts Hill Drive

INFORMATION:

DEC 29 2009

Item Number: 10-170

ZONING COMMISSIONER

Petitioner: Nechama Goldman

Zoning: DR 5.5

Requested Action: Variance

The applicant proposes to convert an existing single family dwelling to a Class A Assisted Living Facility with 3 beds, pursuant to Section 432 of the BCZR. The applicant applied for a use permit with a site plan that initially showed an extended driveway and turn-around area in the rear yard.

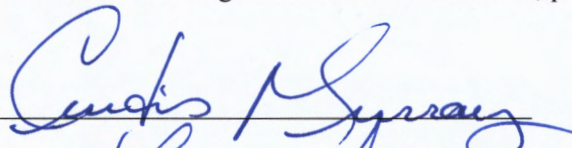
The additional impervious surface and the turnaround would diminish the usability of the rear yard and would not be compatible with the neighborhood. The lessee, Sarah Manning and representative, Dave Billingsley, were made aware of this issue. The site plan was revised and the parking is now shown in the existing driveway.

SUMMARY OF RECOMMENDATIONS:

The Office of Planning recommends granting the variance. Approval of the use permit is contingent upon the granting of the variance.

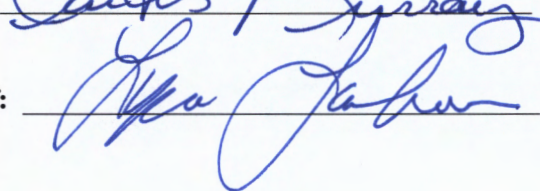
For further information concerning the matters stated here in, please contact Diana Itter at 410-887-3480.

Prepared by:



Division Chief:

AFK/LL: CM



BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

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

DATE: December 15, 2009

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

SUBJECT: Zoning Advisory Committee Meeting
For December 28, 2009
Item Nos. 2010-0166, 168, 169, 170,
171 and 172

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

DAK:CEN:cab
cc: File
G:\DevPlanRev\ZAC -No Comments\ZAC-12282009 -NO COMMENTS.doc



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

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

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: DEC. 17, 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. 2010-0170-A
1008 SCOTT'S HILL DRIVE
GADMAN PROPERTY
VARIANCE -

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.

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,

A handwritten signature in black ink, appearing to read "Michael P. Bailey".

For¹ 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

RE: PETITION FOR VARIANCE	*	BEFORE THE
1008 Scotts Hill Drive; W/S Scott Hill	*	ZONING COMMISSIONER
Drive, 365' S c/line of Bittersweet Road	*	FOR
2 nd Election & 2 nd Councilmanic Districts	*	BALTIMORE COUNTY
Legal Owner(s): Nechama Goldman	*	10-170-A
Petitioner(s)		

* * * * *

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.

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

RECEIVED

DEC 18 2009

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of December, 2009, a copy of the foregoing Entry of Appearance was mailed to David Billingsley, Central Drafting & Design, Inc, 601 Charwood Court, Edgewood, MD 21040, Representative for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



Baltimore County, Maryland

OFFICE OF PEOPLE'S COUNSEL

Jefferson Building
105 West Chesapeake Avenue, Room 204
Towson, Maryland 21204

410-887-2188
Fax: 410-823-4236

PETER MAX ZIMMERMAN
People's Counsel

CAROLE S. DEMILIO
Deputy People's Counsel

January 15, 2010

HAND DELIVERED

William J. Wiseman, III, Zoning Commissioner
The Jefferson Building
105 W. Chesapeake Avenue, Suite 103
Towson, Maryland 21204

RECEIVED

JAN 15 2010

Re: PETITION FOR VARIANCE
Nechama Goldman- Legal Owner
1008 Scotts Hill Drive
Case No: 10-170-A

ZONING COMMISSIONER

Dear Mr. Wiseman,

We asked Stephen E. Weber, Chief of Traffic Engineering, to review the petition and site plan in this case for any traffic/parking issues. As a result, he sent the enclosed e-mail dated January 14, 2010, which is self-explanatory. As is our custom, we forward it to you for consideration. The hearing is set for January 28, 2010.

Thank you for your consideration.

Sincerely,

Peter Max Zimmerman

Peter Max Zimmerman
People's Counsel for Baltimore County

PMZ/rmw

cc: David Billingsley, Central Drafting & Design, Inc
Stephen E. Weber, Division of Traffic Engineering

From: Stephen Weber
To: People's Counsel
CC: Dennis Kennedy
Date: 1/14/2010 8:04 PM
Subject: Fwd: Nechama Goldman 10-170-A
Attachments: 10-170-A Petition.pdf

Dear Mr. Zimmerman:

We have reviewed the request for placing a 3-bed Assisted Living Facility into a single-family split-level home. While the use itself in this setting appears a bit odd, we do not find that it would create any significant traffic issues. This use is a rather low traffic generator and with only 3 beds it would contain any traffic issues as long as it is limited to this number of beds.

Because of the design of the driveway in this neighborhood, the driveway for this property is set next to the property line and is adjacent with the adjoining property and driveway to the north. Therefore, the parking variances are really required in order for the driveway and parking area to continue to function in the same manner as has been occurring ever since the house was built and used as a single-family residence. It is how the original design was configured.

Also, be advised that on-street parking is permitted on Scotts Hill Dr in this area. Therefore, while the required parking can be contained on site, there could also easily be 2 vehicles parking on-street directly in front of this property without any problem should there ever be an "overflow" situation.

Should you have any questions regarding these comments, please feel free to give me a call.

Stephen E. Weber, Chief
Div. of Traffic Engineering
Baltimore County, Maryland
111 W. Chesapeake Avenue, Rm. 326
Towson, MD 21204
(410) 887-3554

>>> People's Counsel 12/24/09 9:28 AM >>>
Mr. Weber,

Attached you will find the Petition for Variance in the above case. Please review and let our office know if there are any traffic concerns.

Thank you in advance.
Peter Max Zimmerman

Rebecca M. Wheatley
Legal Secretary
Office of the People's Counsel for Baltimore County
410-887-2188 Phone
410-823-4236 Fax

CASE NAME 2010-0170-A
CASE NUMBER 2010-170A
DATE 1/26/10

[illegible]

CASE NAME 2010-970-A
CASE NUMBER 1008 Leto Hill
DATE 1-26-10 Dr.

[illegible]

Case No.: 2010-0170-A

1008 Scotts Hill Drive

Exhibit Sheet

Petitioner/Developer

Protestant

No. 1	Site Plan	LETTERS OPPOSED TO PROPERTY CHANGES FROM
No. 2	SDAT - Property DATA	Photo-Existing CONDITIONS
No. 3	Property Deed	
No. 4	SUBDIVISION PLAT - SCOTT'S HILL	
No. 5	AERIAL Photo	
No. 6	PHOTOGRAPHS	
No. 7	Property Lease	
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

Neighbor



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search (2007 vzw2.3d)

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

Account Identifier: District - 02 **Account Number -** 0206100340

Owner Information

Owner Name: GOLDMAN NECHAMA **Use:** RESIDENTIAL
Principal Residence: NO
Mailing Address: 5918 SIMMONDS AVE **Deed Reference:** 1) /23212/ 257
 BALTIMORE MD 21215-3823 2)

Location & Structure Information

Premises Address
 1008 SCOTTS HILL DR
 BALTIMORE 21208

Legal Description

1008 SCOTTS HILL DR
 SCOTTS HILL

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	3
78	7	486			2	B	20	1	Plat Ref:	25/ 70

Special Tax Areas
 Town
 Ad Valorem
 Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1959	1,711 SF	8,750.00 SF	04
Stories	Basement	Type	Exterior
2	NO	SPLIT LEVEL	BRICK

Value Information

	Base Value	Value As Of 01/01/2007	Phase-in Assessments As Of 07/01/2009	As Of 07/01/2010
Land	75,250	75,250		
Improvements:	136,320	136,320		
Total:	211,570	211,570	211,570	NOT AVAIL
Preferential Land:	0	0	0	NOT AVAIL

Transfer Information

Seller: HENSON AARON MARC	Date: 01/11/2006	Price: \$210,000
Type: IMPROVED ARMS-LENGTH	Deed1: /23212/ 257	Deed2:
Seller: LEDBETTER MITCHELL G	Date: 03/16/2001	Price: \$116,000
Type: IMPROVED ARMS-LENGTH	Deed1: /15048/ 155	Deed2:
Seller: FELDSTEIN MARVIN I	Date: 03/15/1989	Price: \$88,000
Type: IMPROVED ARMS-LENGTH	Deed1: / 8124/ 778	Deed2:

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 *

PETITIONER' S

EXHIBIT NO. 2

File No. 15087-05

TAX ID. NO. 02-0206100340

RETURN TO: 113
LAKESIDE TITLE COMPANY
5840 BANNEKER RD., # 120
COLUMBIA, MD 21044

This Deed, MADE THIS 20th day of December, 2005, by and between AARON MARC HENSON, party of the first part, GRANTOR; and NECHAMA GOLDMAN, party of the second part, GRANTEE.

WITNESSETH, That in consideration of the sum of **TWO HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$210,000.00)**, the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey to the said **NECHAMA GOLDMAN**, as sole owner, 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. 20, Block B, as shown on a Plat entitled, "Section Two, Plat No. 3, Scotts Hill", which Plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book G.L.B. No. 25, folio 70.

BEING the same lot of ground which by Deed dated 02/28/2001 and recorded among the Land Records of Baltimore County, in Liber 15048, folio 155, was granted and conveyed by MITCHELL G. LEDBETTER AND MARGARET ANN LEDBETTER to AARON MARC HENSON, the within GRANTOR.

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

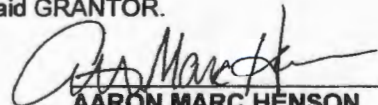
TO HAVE AND TO HOLD the said described lot of ground and premises to the said NECHAMA GOLDMAN, as sole owner, in fee simple.

PETITIONER' S

EXHIBIT NO. 3

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

WITNESS the hand and seal of said GRANTOR.

 {SEAL}
AARON MARC HENSON

STATE OF Maryland, COUNTY OF Hawes, to wit:

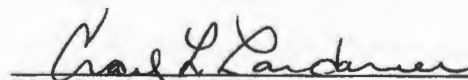
I HEREBY CERTIFY, That on this **30th** day of **December, 2005**, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **AARON MARC HENSON**, the GRANTOR herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

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

My commission expires:


Notary Public
CHARLES H. DE VRIES
NOTARY PUBLIC
BALTIMORE COUNTY MARYLAND
MY COMMISSION EXPIRES 6/1/2007

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.


CRAIG L. LANDAUER

AFTER RECORDING, PLEASE RETURN TO:
LAKE SIDE TITLE COMPANY
5840 BANNEKER ROAD SUITE 120
COLUMBIA, MD 21044

Feb.02.2010 09:49 PM Best Rentals/BH Construct 000 000 000

PAGE. 1/ 7

RESIDENTIAL DWELLING LEASE**THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE**DATE OF LEASE OFFER: JANUARY 10, 2007OWNER/LANDLORD BEST RENTALSTENANT(S): SARAH MANNING and SHARON MANNINGLEASED PROPERTY ADDRESS (THE PROPERTY): 1008 SCOTTS HILL DR., PIKESVILLE, MD 21208

1. **INITIAL LEASE TERM:** Owner leases to Tenant and Tenant leases from the Owner the Property for the term of 1 year(s) or month(s) commencing on the 1st day of FEBRUARY / 2007 (mo./yr.) and ending on the 31st day of JANUARY / 2008 (mo./yr.). (The "Initial Term") at a total rental of NINETEEN THOUSAND EIGHT HUNDRED Dollars (\$19800) for said Term, due and payable in equal monthly installments of SIXTEEN HUNDRED FIFTY Dollars (\$1650), in advance, on the first day of each month. Tenant agrees to vacate the Property by the last day of the Initial Term. Notice shall not be required by either party.
 2. **RENEWAL OF LEASE TERMS** (Initial one selection):
☐ **MONTH-TO-MONTH:** This Lease shall continue in force from month to month after the expiration of the Initial Term. However, either party may terminate this Lease at the end of the initial Term by giving written notice to the other party at least ninety (90) days prior to the end of the initial Term. Either party may terminate the month-to-month Lease at the end of the rental month, provided that written notice is given to the other party at least thirty (30) days prior to the last day of the desired final rental month of the tenancy. NOTE: In Baltimore City at least sixty (60) days notice must be given; i.e., either party may terminate the month-to-month lease at the end of any rental month provided that written notice is given to the other party at least sixty (60) days prior to the last day of the desired final rental month of the tenancy.
☒ **YEAR-TO-YEAR:** This lease shall continue in force from year to year with a 5% (five percent) increase in rent after the expiration of the initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, by giving written notice to the other party at least ninety (90) days prior to end of the initial or renewal term.
- NOTICE: ANY WRITTEN NOTICE GIVEN PURSUANT TO RENEWAL TERMS BECOMES EFFECTIVE UPON THE FIRST DAY OF THE MONTH FOLLOWING DELIVERY OF THE NOTICE.**
3. **SECURITY DEPOSIT: PAYMENT AND RECEIPT:** A security deposit is required as a condition of this Lease. Upon payment of the security deposit by Tenant to Owner, Owner will provide a receipt containing the security deposit provisions required by law.
Security Deposit Amount: SIXTEEN HUNDRED FIFTY Dollars (\$1650)
 4. **PAYMENT OF RENT:** tenant agrees to pay the rent when due, without any deduction or setoff. If a monthly installment of rent is paid more than FIVE (5) days after the due date, Tenant shall pay, as additional rent, a sum equal to 5% of the delinquent rent due. If a check is accepted by Owner from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a \$25.00 charge to owner as additional rent.
 5. **OWNER LEGAL RIGHTS:** If Tenant shall fail to pay the rent or any additional rent as herein provided, within FIVE (5) days of the date when due or if Tenant shall breach any other term, covenant or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application: owner may (i) re-enter the property and terminate this Lease in accordance with the applicable provisions of law; (ii) bring summary ejection proceedings to evict Tenant; or (iii) pursue any and all other remedies available to Owner at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Owner of any available action by Owner against Tenant for unpaid rent or for damages which may be due or sustained to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Owner prior to or subsequent to such termination and/or recovery of possession.

Page 1

S.M. S.M.

PETITIONER' S

EXHIBIT NO. 7

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

SHARON MANNING, SARAH MANNING, BRITTANY MANNING, BRIANNE MANNING, SYLVESTER MANNING

7. **TENANT'S RIGHT TO OCCUPY THE PROPERTY:** Owner agrees that Tenant may, peaceably and quietly, enter the property at the beginning of the Term and that the Property will be made available in a condition permitting reasonable safe habitation. If permission is given to Tenant to enter into possession of the property prior to the date specified for the commencement of the term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions and provisions of this lease, and the rent shall be apportioned for such period of occupancy.
8. **INSTALLATION OF SMOKE DETECTORS:** (a) Tenant acknowledges Tenant's responsibility to equip the Property with at least one approved smoke detector in accordance with the provisions of Article 38A, 12A (b) and 13 of the Annotated Code of the State of Maryland, as amended. Tenant further acknowledges Tenant's responsibility to maintain said detector, and Tenant assumes all liability therefore. Tenant shall indemnify and hold owner harmless from liability for injury, death, property damage or loss resulting from any defect or malfunctioning of such detector. (b) The following is applicable only if the property is located in Baltimore County: Tenant specifically acknowledges that owner has installed one (1) detector in the property as required by ss5-12.1 of the Baltimore County Code. Tenant further acknowledges that said detector is in good condition and proper working order as of the date of this lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Owner any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold owner harmless for any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which tenant shall not have specifically reported in writing to owner as required. If any detector within the property becomes damaged by tampering or through the negligence of deliberate misuse or abuse by tenant, any resident of the property, or any agent, employee, invitee or family member of tenant, tenant shall promptly notify owner and owner shall promptly cause the detector to be repaired or replaced. Upon demand, tenant shall pay to owner the costs of repair or replacement incurred by owner or such costs may be added to and deemed part of the rent. Owner shall have the same remedies of the collection of such costs as owner has for nonpayment of rent.
9. **TENANT'S USE OF KEYS AND LOCKS:** No additional lock(s) shall be installed by tenant and no existing lock(s) shall be changed by tenant without the owner's prior written consent. Two (2) keys will be furnished to the tenant and any additional keys will be obtained from owner and paid for by tenant. Duplicate key(s) will not be made without owner's prior written consent. All keys will be returned by tenant to owner upon termination of the lease or vacating of the property, whichever first occurs. Tenant shall reimburse owner, as additional rent, for the cost of changing any locks or replacing any keys lost or damaged by Tenant.
10. **TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS:** Tenant agrees not to do or permit to be done anything on the property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.
11. **OWNER/TENANT LIABILITY:** Tenant agrees that with respect to those portions of the property within the exclusive control of tenant, owner shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in or about the property, nor for any personal injury to tenant or any agent, employee, invitee or family member of tenant. Owner shall not be deemed liable as to any goods or chattels placed on, in or about the property. It is the responsibility of tenant to obtain and pay the costs of any adequate personal liability insurance. Notwithstanding any provisions of this lease to the contrary, no provisions of this lease shall be construed to indemnify owner, or to hold owner harmless, or to exonerate owner from any liability to tenant, or to any other person, for any injury, loss, damage or liability arising from any omission, fault, negligence, or other misconduct of owner on or about those areas which are not within tenant's exclusive control.
- 11a. **THE PROVISIONS OF THIS LEASE ARE NOT CONTINGENT UPON THE TENANT OBTAINING LICENSING BY ANY GOVERNMENT OR REGULATORY BODY.**

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12. **TENANT INDEMNIFIES OWNER:** Tenant shall indemnify and hold owner harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the term to person or property arising within those portions of the property within the exclusive control of tenant, or occasioned by any act or omission of tenant, any resident of the property, or of any agent, employee, invitee or family member of tenant.
13. **OWNER'S RIGHT TO ENTER THE PROPERTY DURING THE TERM:** Owner and owner's agents and employees shall have the right to enter upon the property at all reasonable times for the purpose of inspection or making any repairs which owner is required to make under the terms of this lease or which owner otherwise deems necessary or appropriate.
14. **TENANT'S RESPONSIBILITY AT END OF TERM:** Tenant agrees to surrender the property to owner at the end of the initial term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the property free and clear of all furniture and debris and in a broom clean condition.
15. **FAILURE TO VACATE AT TERMINATION:** If tenant does not vacate the property on or before the last day of the applicable term, owner may (1) eject tenant and take possession of the property, storing all furniture and other personal property found on the property at tenant's risk and expense without liability to owner; (2) hold tenant liable as a tenant holding over for another one or more terms at the same rental, and/or (3) exercise any other remedy granted to a landlord under Maryland law.
16. **TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE:** Tenant shall not assign this lease or sublet all or part of the property without the prior written consent of owner, which consent may be withheld in the owner's sole and absolute discretion. Any assignment or subletting without owner's proper written consent shall be null and void and of no effect. Owner may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a waiver of the obligation of tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of tenant from tenant's liability hereunder.
17. **TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS DAMAGED:** If the property is (1) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (2) if the property is only partially damaged or destroyed and owner, upon notice to tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this lease shall be apportioned to the date of such occurrence. If, however, the property is only partially destroyed or damaged and owner elects to repair the damage to the property, then owner shall restore the property to substantially the same conditions that existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this lease shall not be abated and this lease shall remain in full force and effect.
18. **TENANT'S AND OWNER'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT:** If the property or any part thereof is taken or condemned for public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against owner and condemnor by reason of the complete or partial taking of the property and all damages awarded as a result of any condemnation, whether for the whole or a part of the property, shall belong to and shall be the sole property of the owner, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the property.
19. **INSPECTIONS:** Tenant acknowledges that owner has the right to be present at any and all inspections in and about the property, and agrees to notify owner prior to any inspection.
20. **TENANT'S RESTRICTIONS CONCERNING VEHICLE PARKING:** Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.
21. **TENANT'S RESTRICTIONS CONCERNING TRASH:** All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.
22. **TENANT AND OWNER AGREEMENT IF UTILITIES ARE INTERRUPTED:** In the event owner or tenant is prevented or is unable, for reasons beyond owner's or tenant's control, to obtain fuel, electricity, water or sewer or the

27. **OWNER DOES NOT WAIVE LEGAL RIGHTS:** The failure of owner to insist upon the strict performance of any of the terms and conditions of this lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by owner of such term or condition or an election for future instances.
28. **HEIRS AND ASSIGNS ARE BOUND BY LEASE:** The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, personal representative, successors and assigns (if permitted) of owner and tenant.
29. **CONTROLLING LAW:** The lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.
30. **TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY:** Tenant agrees to use the property in a careful manner and not to use or permit the use of any portion of the property for any purpose other than as a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds and shrubbery in good order; to promptly remove snow, ice and leaves from all walkways and driveways; to keep the property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the property and all covenants and restrictions applicable for tenant's use of property. Tenant and all other occupants and/or invitees on the property, whether known by the tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and tenant further covenants and agrees that tenant will not use or permit the property to be used for any improper, illegal or immoral purposes, nor use, permit or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold or distributed within, on or from the property. Tenant shall indemnify and save owner harmless from (1) any and all liability, loss, cost, damage or expense arising out of any violation by tenant of such laws, codes, ordinances, rules or regulations; (2) any violation or non-performance by the tenant of any of the covenants contained herein; or (3) any other act or omission of tenant, other residents of the property, or tenant's agents, employees, invitees or family members. All electrical, heating, air-conditioning, mechanical and plumbing equipment and facilities shall be used for only their intended purposes.

31. **TENANT'S RESTRICTIONS ON CHANGES TO THE PROPERTY:** Tenant shall not make any alterations, additions or improvements, including plumbing or electrical work, to the property without first obtaining owner's written consent.

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

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

☒ stove	☐ dishwasher	☐ alarm system	☐ freezer	☒ clothes dryer
☒ clothes washer	☐ intercom	☒ ceiling fans	☐ storage shed	☒ refrigerator
☐ furnace/humidifier	☐ garage opener	☐ pool equip. & cover	☐ electronic air filter	☐ microwave
☐ water filter	☐ hot tub equip. & cover	☐ playground equip.	☐ trash compactor	☐ screens
☐ water softener	☐ wood stove	☐ storm doors	☒ draperies/curtains	☐ TV antenna
☐ food disposer	☐ storm windows	☐ satellite dish	☐ exhaust fans	☐ lawn mower
☐ window AC units	☒ shades/blinds	☐ carbon monoxide &/or fire-smoke detectors		

34. **UTILITIES AGREEMENT:** The obligations of owner and tenant with respect to the provision of utilities shall be as follows:

UTILITY FURNISHED AT COST OF: (check all that apply):

a. heating fuel	☐ owner	☐ tenant
b. cooking fuel	☐ owner	☒ tenant
c. electricity	☐ owner	☒ tenant
d. heating of water	☐ owner	☒ tenant
e. cold water/sewer	☐ owner	☒ tenant
f. cable TV	☐ owner	☒ tenant
g. <u>water bill</u>	☐ owner	☒ tenant

35. **MAINTENANCE AND REPAIRS:** (a) Owner shall maintain, and/or repair, replace (if necessary in owner's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the property. However, tenant shall be obligated for the costs of such repairs, replacements and related services if the need for such repairs, replacements and related services results from the negligence or misuse by tenant, other residents of the property, or tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify owner of any condition which is the obligation of owner to repair or replace. Failure to do so will result in the tenant being responsible for the full cost of any repairs. (b) Except as provided in (a) above, tenant shall be responsible for all other repairs and replacements to the property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the property, in excess of normal wear and tear, shall be promptly repaired or replaced by tenant, at tenant's sole expense, so as to restore the property to the same condition as existed prior to the commencement of the term. If tenant shall fail to make any such repair or replacement, owner, in owner's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by tenant to owner on demand. Owner shall furnish the HVAC system filters, electric light bulbs, and fuses at tenant's expense. (c) If the property is part of a multi-unit building, tenant shall also be liable to owner for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by tenant, other residents of the property, or tenant's agents, servants, employees, invitees or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by tenant to owner on demand. Owner shall have the same remedies for collection of such costs as owner has for the non-payment of rent under this lease. (d) Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows:

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36. **TENANT'S RESTRICTIONS CONCERNING PETS:** No pets may be kept on the property without the prior written permission of the owner. If pets are allowed, an addendum containing pet provisions must be attached to this lease.
37. **TENANT'S AND OWNER'S DELIVERY OF NOTICES:** All notices required to be given by owner to tenant shall be sufficiently given by leaving the same at the property, except that notice of the withholding by owner of any portion of the security deposit shall be mailed by owner to tenant at tenant's last known address, within forty-five (45) days after the termination of this lease. All notices required to be given by tenant to owner, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail.)
Owner/Property Manager Name: **BEST RENTALS**

Address: **PO BOX 32681, BALTIMORE, MD 21282-2681** Phone: **410-736-1315**

38. **LEAD PAINT APPLICABLE LAW:** Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the property. If the property was built prior to 1979, the property is subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the Maryland Program). If the property was constructed prior to 1950, all provisions of the Maryland Program will also apply to the property except that owner will have the option to participate in the liability limitation portion of the Maryland Program. Age Classification of Property: Owner represents and warrants to tenant(s), intending that they rely upon such warranty and representation, that (initial all that apply):

The Federal Program

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

The Maryland Program

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

Age Classification Unknown

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

39. **TENANT ACCEPTS PROPERTY:** Tenant has been provided with an opportunity to inspect the property and accepts the property in its present condition, unless otherwise agreed in writing below.
40. **"TIME IS OF THE ESSENCE" SHALL APPLY TO THIS LEASE.**
41. **ADDITIONAL PROVISIONS:** _____

Feb.02.2010 09:53 PM Best Rentals/BH Construct 000 000 00

PAGE. 6/ 7

42. ADDENDUM(S) ATTACHED CONCERNING:

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

TENANT Shaon ManningDATE 1-19-07TENANT [Signature]DATE 1-19-07OWNER Nesha GoraDATE 1/19/07

OWNER _____

DATE _____

Feb.02.2010 09:53 PM Best Rentals/BH Construct 000 000 000

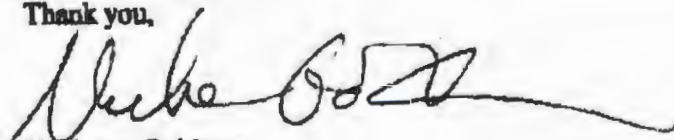
PAGE. 7/ 7

**RENEWAL NOTICE**Date: 2/1/2010Dear Mr. Sara Manning.We would like to remind you that your current lease expires on January 2010

To renew your current lease, please sign this form and return it to the office by ASAP. By signing this renewal notice, you are hereby agreeing to the same terms and conditions of your original signed lease. Please note that there is no increase to the current rental payment. Beginning February 1, 2010 your monthly payment will remain at \$1700/month. This lease is a year to year lease and will expire on January 31, 2011.

Please feel free to contact the office at 410-736-1315 if you have any questions.

Thank you,


Nechama GoldmanSignature Sara ManningDate 2/1/2010

Case No.: 2010-0170-A1008 Scotts Hill Drive

Exhibit Sheet

Petitioner/Developer

Protestant

No. 1	Site Plan	Letters Opposed to Property Changes From Neighbor
No. 2	SDAT - Property Data	Photo-Existing Conditions
No. 3	Property Deed	
No. 4	Subdivision Plat - Scotts Hill	
No. 5	Aerial Photo	
No. 6	Photographs	
No. 7	Property Lease	
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		



Leonard Davis <leonarddster@gmail.com>

1008 Scotts Hill Drive

Abrahams, Rabbi Mordechai <MAbrahams@btflloh.org>
To: "leonarddster@gmail.com" <leonarddster@gmail.com>

Mon, Jan 25, 2010 at 12:53 PM

To whom it may concern:

Our names are Channa and Mordechai Abrahams and we are the owners and occupants of 1011 Scotts Hill Drive. We are aware that an application has been made to change the appearance of 1008 Scotts Hill Drive, which is opposite our house. Work obligations prevented us from being able to attend the hearing on Tuesday January 26th.

We are concerned about the changing appearance that this would give to the whole street. As the main street that all the residents of Scotts Hill Community need to access to enter or exit the area this changes the appearance of the whole community.

We are not opposes to group houses *per se*, but we are opposed to people changing the appearances of houses, and in effect the street. If it was a current resident of Scotts Hill who had a disability and needed this change then it would be one thing, but this is someone developing a house for future use, at our expense, both aesthetically and financially.

We have been living in Scotts Hill community for over 4 years, and one of the things that attracted us to the area, and that continues to impress us, is the pride that the people take in the area and their houses. This is an important value in our lives. We are wary of developments that could lead to people feeling a lack of control over the aesthetic beauty of their living environs. We respectfully request that you consider the strong feelings of the inhabitants of the Scotts Hill Community and refuse the request to change the appearance of 1008 Scotts Hill Drive.

Yours Sincerely,

Channa and Mordechai Abrahams

Rabbi Mordechai Abrahams

Middle School Judaic Studies & Mathematics Teacher

PROTESTANT' S

EXHIBIT NO.



Leonard Davis <leonarddster@gmail.com>

Vairance 2010-0170-A

rubin731@aol.com <rubin731@aol.com>
To: leonarddster@gmail.com

Mon, Jan 25, 2010 at 2:21 PM

Nancy and William Rubin of 901 Dropleaf Court , Baltimore Md. 21208 in Scotts Hill, vote against the variance # 2010-0170-A, pursuant to added parking to 1008 Scotts Hill Drive. We feel it will change the structure and appearance of our development.

Bill Rubin
President
Scotts Hill Comm. Assoc.

I am against the proposed zoning change for the property located at 1008 Scotts Hill Drive.

Reference hearing # 2010-0170-A

As a long term resident (26 years) I have saw the changes affecting our community and other nearby communities. I believe in Scotts Hill as a wonderful place to live and call home. That belief has guided me to take an active part in making sure our community remains a nice place.

We have several alternate living homes in our community. For the most part, the majority are good neighbors. As neighbors they work in our community partnership effort to maintain our community.

The proposed use of the 1008 Scotts Hill property is not a major issue. The real problem that concerns many of us is the proposed changes to the property that could impact the overall look of our community.

I have noted changes in other communities. Some changes have been destructive to these community. I look around and see many old and beautiful communities. I also look around and see many old communities that are no longer what they were. I realized that some of the changes were caused by today's social and economical changes. While the social and economical changes had an impact they were not always the overall contributing factor. I also believe that many of the negative changes affecting our communities could have been controlled or avoided.

Scotts Hill Community has survived many of those changes. The community has survived in part, because we are a small enclosed community that's has the good luck of have been surrounded by large natural undeveloped areas and the beltway. Scotts Hill is a beautiful community and a really nice place to call home. We work hard to keep it nice and we ask for the help or others. Please don't allow this requested zoning variance. It could be the one change that could that could make Scotts Hill start on the path of not benign a nice place to live.

We invite you to visit our community <http://scottshillcommunity.com> I thank you will understand why we care so much about our home.

Leonard Davis

1025 Scotts Hill Drive.

leonarddster@gmail.com

Robert Kontoff

From: Avrohom Eichenthal [avrohome@gmail.com]
Sent: Tuesday, January 26, 2010 9:20 AM
To: honey5166@comcast.net
Subject: Fwd: Zoning Variance case # 2010-0170-A

----- Forwarded message -----

From: Avrohom Eichenthal <avrohome@gmail.com>
Date: Tue, Jan 26, 2010 at 9:10 AM
Subject: Zoning Variance case # 2010-0170-A
To: leonarddster@gmail.com

My name is Avrohom Eichenthal. I own the property at 1110 Scotts Hill Drive and live there.

On behalf of myself and my neighbors, I strongly object to the zoning variance request referred to as CASE # 2010-0170-A. I beleive that allowing parking in the front yard of the property at 1008 Scotts Hill Drive will change the face of our neighborhood. Our neighborhood is enclosed such that there is only one through street. All the properties in the neighborhood are single family homes. While there are some group homes in the neighborhood, they don't stand out because they look like all of the other homes. Allowing parking on the front yard on the one through street will negatively impact the well deserved family friendly image that the neighborhood currently, reduce its desirability and negatively impact our property values.

Thanks for listening.

1/26/2010



Leonard Davis <leonarddster@gmail.com>

1008 Scotts Hill Drive

Abrahams, Rabbi Mordechai <MAbrahams@btfiloh.org>
To: "leonarddster@gmail.com" <leonarddster@gmail.com>

Tue, Jan 19, 2010 at 1:41 PM

Hello,

I am the occupant of 1011 Scotts Hill Drive.

Thank you for posting the information about 1008 Scotts Hill Drive on the Scotts Hill Website.

I was hoping you could clarify the situation for me because I still have some questions?

1. Are these plans by the current owner of the house or a future owner?
2. Are these plans being proposed because the owner of the house is disabled, or because he/she wants to rent it out to disabled people?
3. Do we know how drastic the changes are going to be?
4. Why are the changes necessary?
5. I know the meeting is next week. I hope to attend. How long do these meetings usually last for?
6. It is a big deal if I turn up 15-20 minutes late (due to work commitments) or do I really need to be there from 11:00?

Thanking you in advance for your help,

Rabbi Mordechai Abrahams

Middle School Judaic Studies & Mathematics Teacher

Middle School Soccer Coach

Beth Tfiloh Dahan Community School



Leonard Davis <leonarddster@gmail.com>

2010-0170-A

Rick Freeman <rf-1013@comcast.net>
To: leonarddster@gmail.com

Sun, Jan 17, 2010 at 12:12 PM

Richard Freeman
1013 Flagtree Lane 21208
Case #: 2010-0170-A

I am against this proposed zoning change.

Regards,
Richard Freeman



Leonard Davis <leonarddster@gmail.com>

Vote Disapprove on Variance # 2010-0170-A

freeman white <ev2alre@comcast.net>

Sun, Jan 17, 2010 at 9:26 PM

To: leonarddster@gmail.com

Cc: Rubin731@aol.com

Reference proposed zoning variance # 2010-0170-A

We want the variance to be disapproved because it affects the appearance of our little neighborhood.

Please register our vote as a " NO/ Disapprove" subject variance.

Freeman and Evelyn White

1007 Parkvalley Ct.

Pikesville, MD

21208

My name is Bob Kontoff and I am a resident of Scotts Hills.

This property is located in Scotts hills, a community of 260 single family homes. The sign in front of the property calling for a zoning change designates the home as an assisted living not a group home. An assisted living establishment is a business similar to Sunrise. This is a three bedroom house on Scotts hill drive. The zoning change is to allow them to pave part of the front lawn for additional parking which is now grass. This additional parking will allow vehicles to be parked in front of the house. Each of our homes has a driveway on the side of the house and a front lawn. This home has a side driveway which is long enough for three cars, why do they need additional parking for a three bedroom house I believe they are trying to get around the the zoning laws which would never allow a commercial property in a residential community of 260 homes. Not only should the zoning change for the additional parking be denied but the zoning for the property be revisited. I thank for your time and the opportunity to speak on this important issue.

ZONING NOTICE
CASE # 2010-0170-A

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

ROOM 104 JEFFERSON BUILDING 105
PLACE: WEST CHESAPEAKE AVENUE TOWSON 21204
DATE AND TIME: TUESDAY JANUARY 26, 2010
AT 11:00 A.M.
REQUEST: VARIANCE TO PERMIT PARKING FOR AN
ASSISTED LIVING FACILITY TO BE LOCATED
PARTIALLY IN THE FRONT YARD IN LIEU OF THE REQUIRED
SIDE AND REAR YARDS, AND A SIDE YARD SETBACK FOR SAID
PARKING SPACES OF ZERO FEET IN LIEU OF THE REQUIRED
10 FEET.

Last Updated on Friday, 15 January 2010 03:08

Our community



Internet Information Links

[Links](#)

Custom Design by Fuzzyboy's father



Leonard Davis <leonarddster@gmail.com>

The hearing case number 2010-0170-A

BONNIE KELLER <tesladog@msn.com>
To: leonarddster@gmail.com

Wed, Jan 20, 2010 at 9:56 PM

January 20, 2010

Dear Sir,

My name is Bonnie Keller and I reside at 823 Scotts Hill Drive, Pikesville, MD 21208. I am writing today in reference to Case no. 2010-0170-A.

The proposed zoning change request which affects the general design of the front and side yards located at 1008 Scotts Hill Drive are not acceptable to me. I also believe it is not acceptable to any of my other neighbors either. We believe that this zoning change will greatly influence the overall appearance of the yard and impact how others view the appearance of homes near and surrounding that address. We have plenty of seniors who would enjoy special parking also, however they refrain as the appearance of the neighborhood is important to them.

I have owned my home for more then 20 (twenty) years in this neighborhood. I recently added a \$50,000 addition onto my home. When I decided to put an addition on, I made sure the design and the appearance of the building did not affect the overall community appearance. I would not appreciate it if this zoning change is approved after I made this extra effort on my part.

This community takes great pride in it's appearance and this zoning change is not acceptable to any of us. I would appreciate it if you would reject this zoning change and leave our community the way we like it.

Respectfully,
Ms. Bonnie Keller



Leonard Davis <leonarddster@gmail.com>

Zoning Issue

mjohnwesley3rd@aol.com <mjohnwesley3rd@aol.com>
To: leonarddster@gmail.com

Thu, Jan 21, 2010 at 3:28 PM

From: John W. Maloney III
912 Scotts Hill Drive
Pikesville, Maryland 21208-3538

Re: Zoning Issue
Hearing Case # 2010- 0170-A

The proposed zoning change involves more than just the creation of additional parking spaces. It would create additional traffic on a road that has been identified as light traffic. Scotts Hill Drive is already being used as a bypass from Scotts Level Road between Milford Mill Road and Old Court Road. School busses are regularly picking up and dropping off students. And many children must use Scotts Hill Drive for walking to and from school.

The parking would have to include spaces for any assistance that would be needed to handle medical situations and food service in the house. Trucks delivering services to the house would double park, therefore, creating another problem for local traffic.

We will soon be requesting the County to repave the road for heavy duty traffic. Municipal services (Ambulances) would be parking in the neighborhood as they would be needed at all hours of the day and night due to the requirements needed by the personnel living in the house.

As much as I know this type of service is needed, **I VOTE NO**, to any variance change to Scotts Hill Drive. Our area is zoned residential not business. This would also lower the value of the homes in this residential community, making it more difficult for anyone wishing to sell or buy a house in this community.

The Scotts Hill Community Association has worked diligently to maintain a positive, professional appearance for the Community. Let's not destroy it by putting additional parking spaces causing the Association to work even harder to maintain the professional appearance of the Community.



Leonard Davis <leonarddster@gmail.com>

Zoning Commission

June Goldfield <junegoldfield@gmail.com>
To: leonarddster@gmail.com

Fri, Jan 22, 2010 at 4:16 PM

Leonard, since I will not be able to attend the hearing at the Zoning Commission on Case # 2010-0170-A concerning the Scotts Hill Community, could you convey my opinion on this matter.

1) To have a home with a paved parking lot as a front yard is unsuitable in a neighborhood such as ours. This would immediately convey the appearance of a commercial zoning area.

2) It is my understanding that our County Executive has highlighted our "older neighborhood" as one where there should be emphasis on keeping it a stable neighborhood. Perception upon seeing such a lot would give a different impression.

I sincerely hope the Zoning Commission understands.

June Goldfield
904 Smoke Tree Road
Pikesville, MD 21208
410-486-7690



Leonard Davis <leonarddster@gmail.com>

Re: Zoning Appeal

Joseph G Watson <awatson1017@verizon.net>
To: leonarddster@gmail.com

Sat, Jan 23, 2010 at 8:46 AM

My husband and I have been original homeowners in the Scotts Hill community since 1958. My name is Audrey Watson and I live at 1017 Parkvalley Road. I wish to comment on the zone variance request - hearing case number 2010-0170-A.

If the proposed zoning change is approved, it will drastically affect the overall appearance of our community. Although the basic idea of another group home is not a major issue, the proposed zoning variances are. Throughout the years our community has had an active association and takes pride in keeping a clean, neat and improved look to our surroundings. We have upgraded entrances and have added corner plantings of flowers. We pay dues to help in all these endeavors. The proposed change will greatly influence the overall appearance of the yard at 1008 Scotts Hill Drive. It will also impact how others view the appearance of homes near and surrounding the address. We are proud of our community and wish others to view Scotts Hill as a beautiful and peaceful place to live.



Leonard Davis <leonarddster@gmail.com>

Zoning Hearing

Charlene Schimberg <cschimberg@gmail.com>

Sat, Jan 23, 2010 at 9:54 AM

To: leonarddster@gmail.com

- Charlene Schimberg
 - 810 Smoke Tree Road, 21208
 - The hearing case number: Case no. is **2010-0170-A**
 - I am against the proposed change that involves the creation of special parking in the front and side yards located at 1008 Scotts Hill Drive. This is a beautiful, quiet residential neighborhood and I am opposed to any changes that would alter that.
-



Leonard Davis <leonarddster@gmail.com>

zoning hearing

yonah Ribiat <yonahribi@gmail.com>
To: leonarddster@gmail.com

Sun, Jan 24, 2010 at 9:23 AM

This is from the Ribiat at 1021 Smoke Tree Rd regarding the zoning change being requested for 1008 Scotts Hill Drive, case number 2010-0170-A.

We have been residents of this lovely, residential neighborhood for more than 25 years. The neighborhood is already home to some group residences. As long as they keep their properties nice and do not disturb the pleasant relative quiet, we have no problem having these neighbors. However, once you're talking about changing the look to commercial, by adding off street parking, we think that crosses the line and would be unfair to the local residents. May we suggest perhaps parking can be added only behind the building with the existing driveway providing the only access. Any necessary enhancements to the home's entrance could be done at the back door, thereby retaining the look of the typical private home in our community.

5a

#1006 SCOTTS HILL DR.



DRIVEWAYS BETWEEN #1008 & #1010 5d



PETITIONER'S

EXHIBIT NO. 6a-6d



5b

#1008 SCOTTS HILL DRIVE



#1010 SCOTTS HILL DR.

5c

AERIAL MAP FOR 1008 SCOTTS HILL DRIVE



(sanitary sewer and/or storm drain) location is not guaranteed correct and shown for reference. Locations of appurtenances shown on construction drawings, which are available at the Baltimore County Office Building, are based on actual field investigations.

PETITIONER'S

EXHIBIT NO.

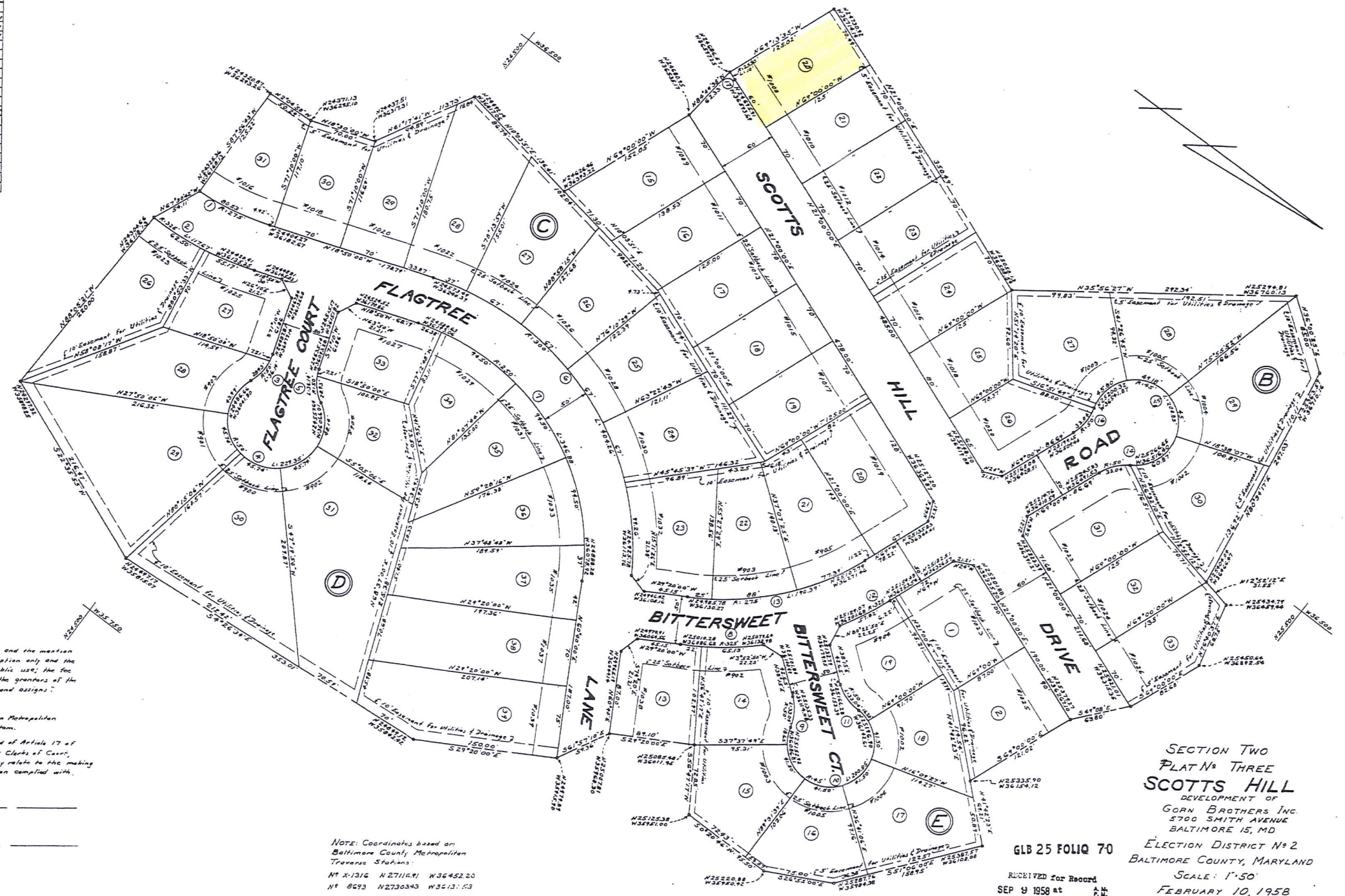
5



Baltimore County, MD
Department of Public Works
GIS Services

For internal use only.
The cadastral information on this map is derived from existing deed information. It is not to be considered authoritative if no field checked information was not field checked by a licensed land surveyor.

CURVE DATA					
Sta.	Radius	Δ	ARC TAN.	CHORD	CHORD BEARING
1	275'	16°46'43"	80.63	40.56	N16°26'38"E
2	325'	20°46'31"	117.67	59.48	N18°27'40"E
3	370'	41°24'35"	36.14	18.70	N88°07'42.5"E
4	50'	24°44'10"	218.35	6	N18°50'40"E
5	30'	41°24'35"	36.14	18.70	S50°27'42.5"E
6	300'	77°12'29"	409.26	239.52	N14°46'16.5"E
7	280'	74°38'00"	346.88	207.92	N20°55'00"E
8	325'	15°21'38"	87.13	43.85	N37°00'49"E
9	50'	37°51'44"	33.06	17.15	N57°10'54.5"E
10	65'	255°53'30"	200.85	6	N51°45'00"E
11	50'	37°51'44"	33.06	17.15	N19°16'05.5"E
12	325'	18°11'38"	378.22	28.99	N63°58'10"E
13	275'	39°46'00"	188.39	99.18	N41°10'00"E
14	50'	37°51'44"	33.06	17.15	N58°00'00"E
15	65'	255°53'30"	200.85	6	N1°46'00"E
16	50'	37°51'44"	33.06	17.15	N57°55'59"E
17	2530'	0°19'38"	14.86	5.80	N20°53'12.5"E



NOTES:
The streets and/or roads as shown hereon and the mention thereof in deeds are for the purpose of description only and the same are not intended to be dedicated to public use; the fee simple title thereto is expressly reserved in the grantors of the deed to which this plat is attached, their heirs and assigns.

Coordinates shown on this plat are based on Metropolitan District of Baltimore County coordinate system.

The requirements of Sections 72A, 72B and of Article 17 of the Annotated Code of Md., 1939 Edition (Title: Clerks of Court, Subtitle: (Clerks of Circuit Courts)) as far as they relate to the making of this plat and setting the markers have been complied with.

GORN BROS., INC.
Samuel Gorn, Inc.

W. H. PRIMROSE
REGISTERED LAND SURVEYOR

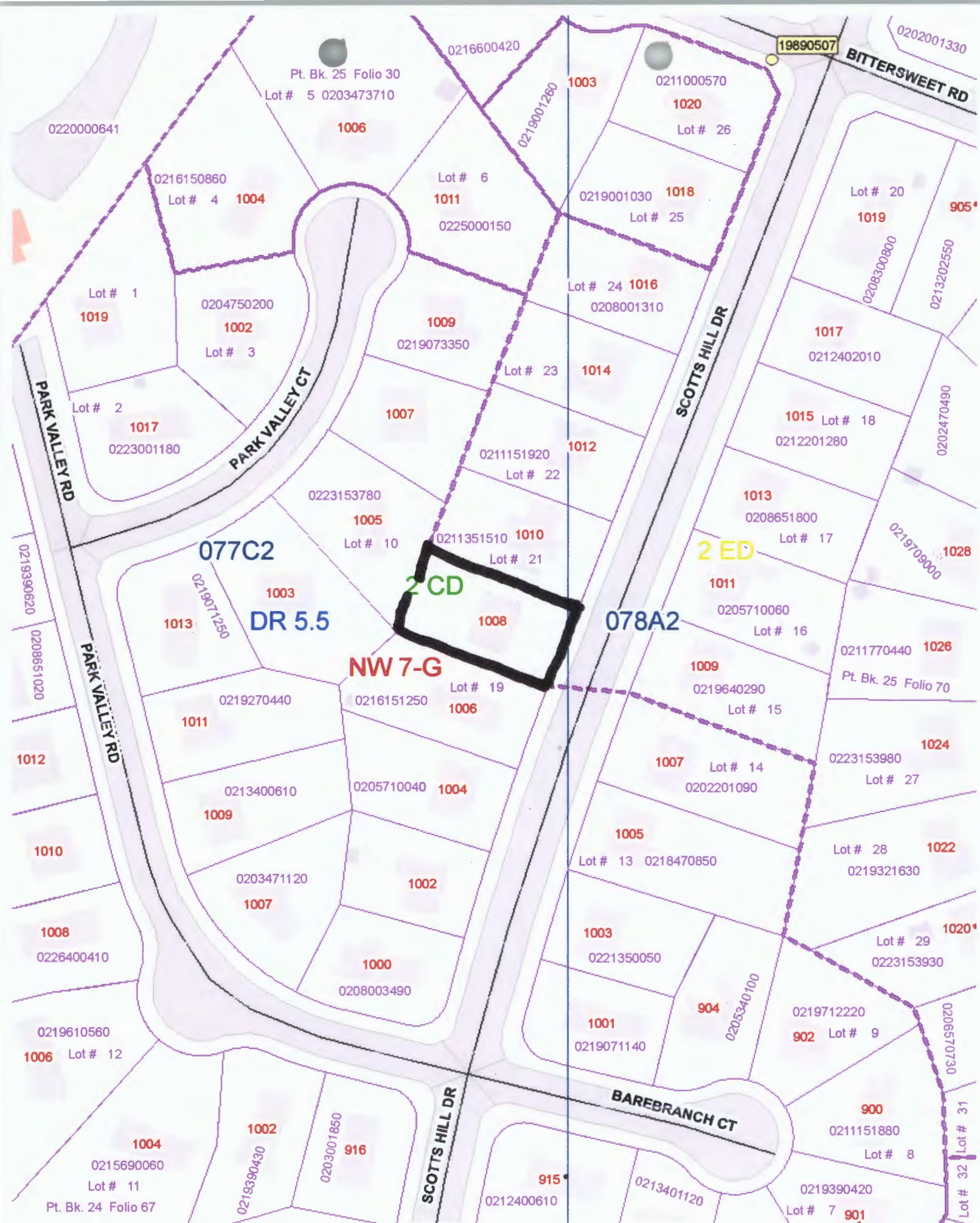
NOTE: Coordinates based on Baltimore County Metropolitan Traverse Station:
N 1316 N 2711.61' W 34452.20
N 8693 N 27303.43 W 35113.13

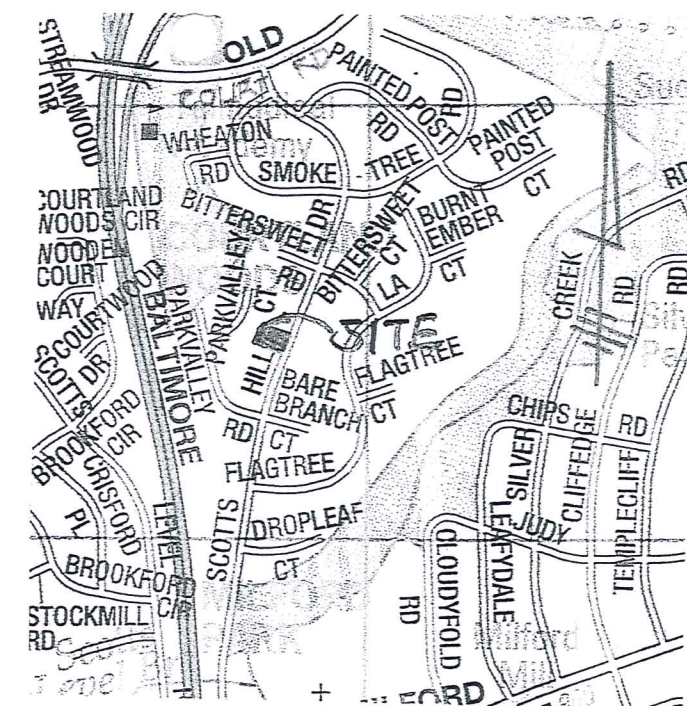
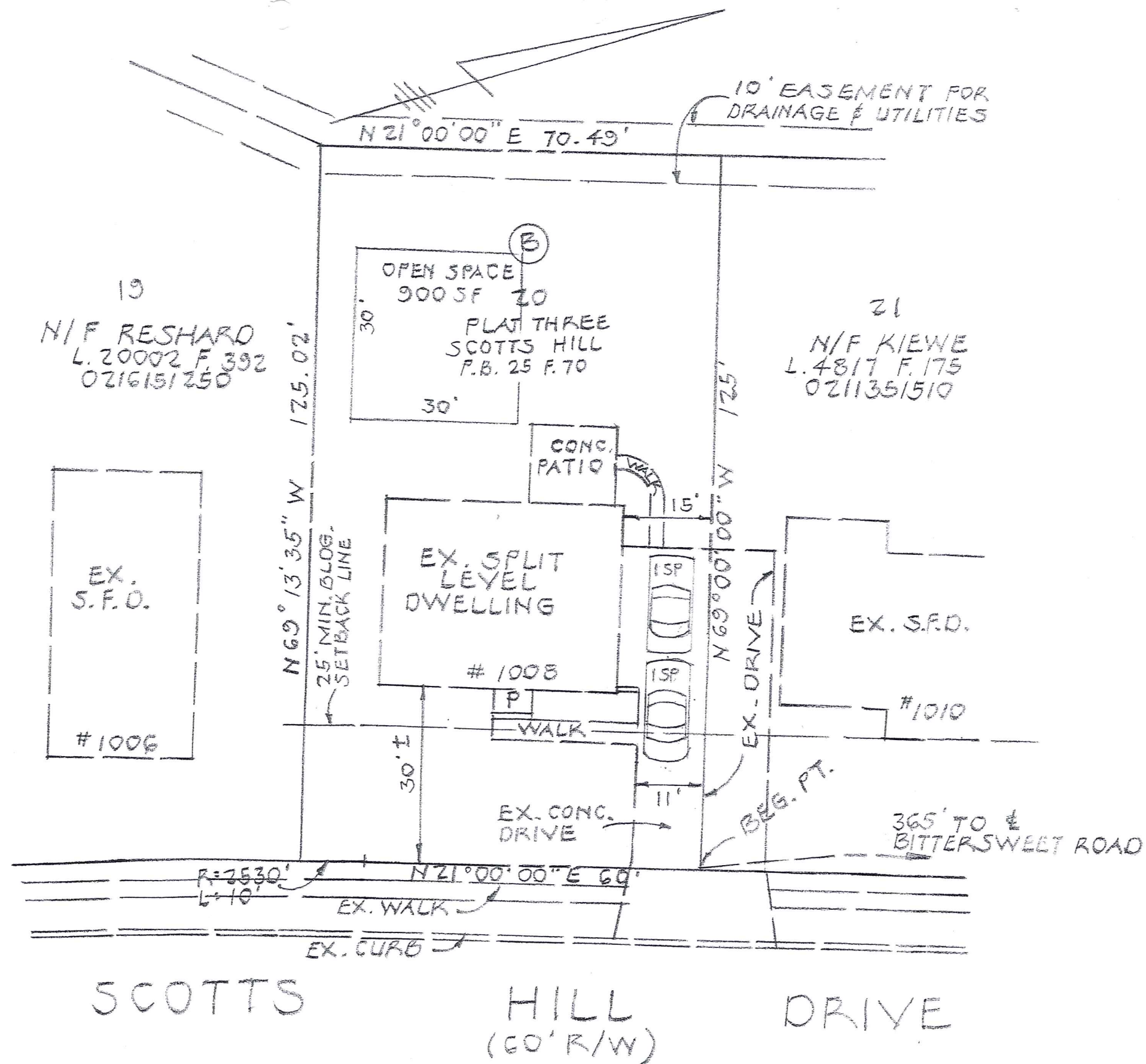
SECTION TWO
PLAT N° THREE
SCOTTS HILL
DEVELOPMENT OF
GORN BROTHERS INC.
5700 SMITH AVENUE
BALTIMORE 15, MD
ELECTION DISTRICT N° 2
BALTIMORE COUNTY, MARYLAND
SCALE: 1"=50'
FEBRUARY 10, 1958

GLB 25 FOLIO 70
RECEIVED for Record
SEP 9 1958 at A.M.
same day recorded in Liber
C. B. B. No. — folio —
One of the — Records of
Baltimore County and ex-
amined, per
George L. Bynum
Clerk

W. H. PRIMROSE & ASSOCIATES 21 W. PENNSYLVANIA AVE. TOWSON 4, MD.	HIGHWAYS DEPARTMENT OF BALTIMORE COUNTY APPROVED FOR STREET ALIGNMENT AND LOCATION By <i>Robert J. Gough</i> 8/28/58 ROAD ENGINEER	APPROVED FOR BALTIMORE COUNTY PLANNING BOARD By <i>James H. [Signature]</i> 8-28-58 DIRECTOR	APPROVED FOR BALTIMORE COUNTY HEALTH DEPARTMENT By <i>William H. F. [Signature]</i> 8.24.58 DEPUTY STATE & COUNTY HEALTH OFFICER
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PETITIONER'S
EXHIBIT NO. 4





VICINITY MAP
SCALE: 1" = 1000'

NOTES

1. ZONING.....DR 5.5 (MAPS 077C2 AND 078A2)
2. LOT AREA.....8,750 S.F. = 0.201 ACRE
3. PROPOSED USE...ASSISTED LIVING FACILITY I (3 BEDS)
4. OPEN SPACE REQUIRED...10 % X 8,750 S.F. = 875 S.F.
OPEN SPACE PROVIDED.....900 S.F.
5. PARKING REQUIRED...3 BEDS @ 1 SP. / 3 BEDS = 1 SPACE
PARKING PROVIDED.....2 SPACES
6. NO SIGNS PROPOSED
7. NO ON-SITE RESIDENTS PROPOSED
8. NO PREVIOUS ZONING HISTORY
9. SITE IS NOT LOCATED IN 100 YEAR FLOOD ZONE OR CRITICAL AREA

PETITIONER'S

EXHIBIT NO. 1

BUILDING AREAS

FOYER LEVEL.....714 S.F.
LOWER LEVEL.....714 S.F.
UPPER LEVEL.....714 S.F.
TOTAL.....2142 S.F.

OWNER

NECHAMA GOLDMAN
5918 SIMMONDS AVENUE
BALTO. MD. 21215
L. 23212 F. 257
ACCT. NO. 0206100340

**PLAT TO ACCOMPANY
PETITION FOR VARIANCE
1008 SCOTTS HILL DRIVE
LOT 20, BLOCK B, PLAT 3
SCOTTS HILL P.B. 25 F. 70
ELECTION DISTRICT 2C2
BALTIMORE COUNTY, MD.
SCALE: 1 INCH = 20 FEET
NOVEMBER 16, 2009**