

Circuit Court for Baltimore County
Case No. 03-C-16-008420

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 372

September Term, 2017

FRIENDS OF LUBAVITCH, INC.

v.

ROBIN ZOLL, *et al.*

Graeff,
Leahy,
Wilner, Alan M.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Leahy, J.

Filed: October 23, 2018

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

This appeal concerns a building erected by Friends of Lubavitch, Inc. (“FOL,” “Appellant,” or “Cross-Appellee”) for Rabbi Rivkin and the Chabad-Lubavitch of Towson located at 14 Aigburth Road. FOL is a charitable organization headquartered in Potomac, Maryland, incorporated in 1975 “to aid and support [] activities of the Lubavitch removal in Maryland.”¹

Robin Zoll resides with her family at 16 Aigburth Road, adjacent to 14 Aigburth. Mrs. Zoll is trustee of two revocable trusts that jointly own 16 Aigburth for the benefit of Mrs. Zoll and her children. Aigburth Manor Association of Towson, Inc. (the “Association”) is a community association that represents the interests of residents in the Aigburth Manor neighborhood of Towson. Mrs. Zoll and the Association opposed FOL’s attempts to expand the single-family home on 14 Aigburth to serve as a religious parsonage and/or community building.

A few months after FOL secured a permit to build a 6,600-square-foot building in front of the then-existing home on 14 Aigburth, Mrs. Zoll and the Association informed FOL that the new building would violate a restrictive covenant running with the land that prohibits dwellings within a certain distance of Aigburth Road. FOL, however, continued to build even though it had only excavated the land by that point. So, 16 days after demanding that FOL stop work, Mrs. Zoll, individually as resident of 16 Aigburth and as trustee and beneficiary of the property’s owners, along with the Association (“Appellees”

¹ Lubavitch is a 230-year-old Hasidic religious movement that began in Russia. FOL has 27 centers in Maryland known as Chabads (which literally translates to “wisdom, understanding, and knowledge”), including Chabad-Lubavitch of Towson.

or “Cross-Appellants” or “plaintiffs” below) filed suit in the Circuit Court for Baltimore County, seeking a declaratory judgment, injunctive relief, and attorneys’ fees. The case eventually proceeded to trial seven months after the plaintiffs filed suit, by which point FOL had already finished construction. The circuit court determined that the building violated the restrictive covenant and ordered that FOL remove it. FOL appealed, and all requests to stay the circuit court’s order to raze the building were denied.

FOL challenges the circuit court’s decision on three grounds: (1) the court erred by permitting the plaintiffs to amend their initial complaint to correct a misnomer; (2) laches barred their action; and (3) the court erred by ordering removal of the building rather than awarding compensatory damages. In a cross-appeal, Appellees ask us to reverse the circuit court’s denial of their request for attorneys’ fees.

We shall affirm each of the circuit court’s judgments. First, we discern no abuse of discretion in the court’s decision to allow the amended complaint because no trial date was scheduled at the time and the corrected misnomer did not prejudice FOL. Next, we conclude that laches does not apply to bar the underlying action because Appellees did not delay unreasonably in filing their suit. Third, it was within the circuit court’s discretion to permanently enjoin FOL’s willful violation of the restrictive covenants. Therefore, we cannot say the court abused its discretion. Finally, we discern no error in the circuit court striking Appellees’ motion for attorneys’ fees because no statutory provision authorized the award of attorneys’ fees for the underlying action.

BACKGROUND

A. The Aigburth Road Properties

The two adjoining properties at the heart of this case—14 & 16 Aigburth Road—were once part of a larger, single parcel of land during the first half of the Twentieth Century. Ms. Mabel S. Collison came to own that single parcel by a deed recorded in 1936. In 1950, Ms. Collison subdivided the parcel and deeded her interest in the portion now known as 14 Aigburth to C. James Velie and Zenith H. Velie and recorded the deed (the “1950 Deed”) among the land records of Baltimore County.² The 1950 Deed specifies that the property is subject to certain restrictive covenants and restrictions that apply to any dwelling built on the property (at the time there was no structure on 14 Aigburth). The “Setback Covenant” provides that any dwelling erected on the property “shall have a setback equal to one-half of the total set[back]s of the two houses erected on the lots adjoining to the East and West thereof, measured to the centre of said houses, exclusive of porches.” These restrictive covenants run with land.

The house on 16 Aigburth, built in 1908, is between 143 and 150 feet from the road and the neighboring house on 12 Aigburth Road is set back between 82 and 86 feet. Averaging the setbacks of 12 & 16 Aigburth, the Setback Covenant requires any structures on 14 Aigburth to be set between 112.5-115 feet from the road.

² Ms. Collison subdivided her property into three parcels. She retained 16 Aigburth. The third, 76 Cedar Avenue, was sold in 1950 to a separate buyer, leaving her with only 16 Aigburth. The property at 76 Cedar Ave. is not part of the underlying suit.

In 1982, Mrs. Zoll’s parents, Mr. James F. Taylor and Madge S. Taylor, purchased 16 Aigburth from the successors in interest of Ms. Collison. Six years later, the Taylors deeded 16 Aigburth to two revocable trusts bearing their names—the James F. Taylor Revocable Trust and the Madge S. Taylor Revocable Trust (the “Revocable Trusts”)—for the benefit of their daughter, Mrs. Zoll, and her children. The Zolls have lived there ever since.

FOL purchased 14 Aigburth on September 29, 2008. Although the 2008 deed did not mention the restrictive covenants, the deed incorporated by reference the prior deeds, including the 1950 Deed. The title attorney who conducted closing for FOL in 2008 also prepared a title report that identified the restrictive covenants in the 1950 Deed. Additionally, the title insurance that FOL purchased in 2008 specifically excepted coverage for any issues arising from those restrictive covenants.

The parties do not dispute that the existing house that was built on 14 Aigburth in 1958 is about 115 feet from the road.

B. FOL’s Proposed Addition

Rabbi Manachem Mendel Rivkin lives at 14 Aigburth with his wife and five children. His residency at 14 Aigburth is a form of compensation for his work for FOL. He runs the day-to-day operations of Chabad-Lubavitch of Towson from an office at Towson University that serves the University as well as nearby Goucher College. The existing home at 14 Aigburth (before the proposed addition) was approximately 2,200 square-feet.

FOL proposed building an addition to the home at 14 Aigburth because they “had a shortage of space of [Rabbi Rivkin’s] family[,]” “a shortage of space for [their] guests[,]” and “didn’t have enough space to host people for Friday night dinner.” In January 2012, FOL informed the Association they were considering building an addition to “accommodate worship services for TU students.” In February they learned that at least one neighbor felt “very aggressively negative about it.” Rabbi Rivkin testified at trial that FOL “originally [] proposed to build it as a synagogue[,]” but “[t]he neighbor[s] actually asked us not to do that. And they asked us to keep it as a residence.”

At some point in 2014, FOL held a ceremonial groundbreaking to announce plans “to build an additional space to . . . help enhance . . . religious Jewish life in Towson.” The Zolls and the Association, however, learned about FOL’s plan to go ahead with an addition from articles in the *Towson Times* and the *Jewish Times* in the summer of 2014. Upon learning that FOL planned to go forward with an addition, the Zolls alerted Baltimore County that FOL’s use of the property as a religious parsonage violated the applicable zoning laws. Mr. Zoll and other neighbors requested that FOL produce more detailed plans for the addition.

In the fall of 2014, FOL held a meeting for the community on the front lawn at 14 Aigburth to discuss the addition. Based on the neighbors’ concerns that the proposed building (as shown on plans) looked too commercial and was too tall, FOL asked their architect to “make some aspects . . . feel more residential and more in tune with the neighborhood.” Consequently, FOL lowered the main floor of the proposed building 5 ½-feet further into the ground “so that it wouldn’t be as tall.” According to Rabbi Rivkin,

Mr. Zoll also requested that FOL build further forward, as opposed to behind the existing house, so it would be further away from the Zolls' house.

C. Zoning Hearings

As FOL continued its campaign to build a larger structure on 14 Aigburth, Baltimore County issued FOL a code enforcement correction notice on January 29, 2015. The County ordered, among other things, that FOL “[c]ease the illegal House of Worship/Religious Institution without the benefit of meeting the RTA requirements,^[3] the parking requirements and the Non Residential Principle Setback requirements[]” contained in the Baltimore County Zoning Regulations (“BCZR”). The correction notice also ordered that FOL “[c]ease the illegal operation of a Community Building without the benefit of a Special Exception Hearing.” The property is 17,122 square feet and zoned D.R.5.5, Density Residential, which permits 5.5 dwelling units per acre. BCZR § 100.1.

FOL responded by petitioning for a special hearing pursuant to BCZR § 500.7 “to confirm continued use of the subject property as a residential parsonage with an accessory use for religious worship and religious education.” The Baltimore County Department of Planning recommended that the County’s Office of Administrative Hearings (“OAH”) deny FOL’s petition because FOL “was operating a ‘community building,’ which would

³ As this Court has explained, in Baltimore County, even permitted uses in a Density Residential (“D.R.”) zone must comply with “‘dwelling-type and other supplementary use restrictions,’” including those “‘pertain[ing] to residential transit areas (“RTA”), which are buffer and screening areas. An RTA is a ‘one-hundred-foot area, including any public road or public right-of-way, extending from a D.R. zoned tract boundary into the site to be developed.’” *Ware v. People’s Counsel for Balt. Cty.*, 223 Md. App. 669, 674 (2015) (quoting BCZR § 1B01.1.B).

require a special exception.” An Administrative Law Judge (“ALJ”) ruled that 14 Aigburth “fails to qualify as a parsonage[,]” and denied FOL’s petition on June 26, 2015, explaining:

While the property is owned by a religious organization, and Rabbi Rivk[i]n is clergy, there is missing from the equation a congregation or parish to which the parsonage would be adjunct. It is simply not sufficient that the home be owned by a religious organization and lived in by a clergy member and his family. Rabbi Rivk[i]n testified that he attends service on Saturday mornings at a synagogue on Pimlico Road, which is located 6+ miles from the subject property. No evidence was presented to establish that Rabbi Rivk[i]n is formally affiliated with or is in charge of that synagogue and congregation. In these circumstances, the property fails to qualify as a parsonage for the same reasons as those articulated by the Court of Special Appeals in Evangelical Covenant. See also, Ballard v. Balto, Co., 269 Md. 397, 406 (1973) (minister’s home qualifies for exemption only if it is a “parsonage for a house of public worship”).

Less than six months later, in early 2016, FOL filed another petition for a special hearing pursuant to BCZR § 500.7, seeking approval to construct “a structural addition to an existing single family residential dwelling to be used as additional living space for the family who reside therein.”⁴ As the ALJ who presided over the hearing noted in his opinion and order, several neighbors opposed the petition, arguing that Rabbi Rivkin “is ‘disingenuous,” and that FOL uses the property for religious purposes, just as FOL admitted in Case No. 2015-0223-SPH wherein FOL sought (but did not receive) approval to use the property as a religious parsonage. Nevertheless, the ALJ approved FOL’s

⁴ The ALJ stated in his written opinion that the “Petitioner propose[d] to construct an addition to the [existing] dwelling, which would bring the total to 4,024 sq. ft.” The record on appeal does not contain a copy of the petition or any additional information to explain the discrepancy between the proposed size of the building as stated in the ALJ’s opinion, and the size of the building (6, 614 sq. ft) as shown on the application for a building permit filed two weeks later. According to Rabbi Rivkin, the foot print for the building in 2016 was the same as proposed in 2014; he testified that apart from the height and some minor interior differences, “[t]he plans have stayed the same.”

petition on April 6, 2016, observing that, although it was clear that FOL could not use the property as a church, synagogue, or community building under applicable zoning rules, the BCZR “does not contain a restriction on the size of a dwelling in the DR 5.5 zone, provided the setbacks and height limitations are satisfied.” In the order granting FOL’s petition, the ALJ specified that the approval was for a “structural addition to an existing single family residential dwelling to be used as additional living space for the family who reside therein[,]” and noted that the relief “shall be subject to the following:”

Petitioners may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time *is at its own risk* until 30 days from the date hereof[, April 6], during which time an appeal can be filed by any party. *If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition.*

(Emphasis added). The Association appealed the ALJ’s decision.⁵

Despite the pending appeal, FOL applied for a permit on April 19, 2016, to build a 6,614 square foot structure (the “Building”) attached to the front of the existing home on 14 Aigburth. The permit application estimated that the Building would cost \$550,000 in material and labor. The Building would roughly quadruple the home’s original size (2,200 square-feet) and extend out to between 56 and 57 feet from Aigburth Road. The Building would be three-stories tall and have four bedrooms, seven bathrooms, five wet bars, a mikvah, and two kitchens, one of which was designed specially to accommodate Rabbi Rivkin’s cooking needs for Passover. The space would accommodate the Chabad’s needs

⁵ Ms. Zoll testified during the trial in this case that the County Board of Appeals had reversed the ALJ’s decision following their hearing on March 23, 2017. The Board’s written decision is not in the record on appeal.

on the high holidays at 14 Aigburth, for which Rabbi Rivkin would invite over 200 guests, with sometimes more than 50 attending dinner. FOL began construction on June 6, 2016.

D. The Setback Covenant

On July 17, 2016, about 40 days after FOL broke ground on the Building, a member of the local community reached out to Mrs. Zoll to inform her that he looked up the 1950 Deed and discovered the Setback Covenant. Mrs. Zoll contacted a title attorney who issued a title report nine days later, on July 26, confirming that the Setback Covenant was binding on 14 Aigburth and ran with the land. She then “moved immediately” to notify the Association that FOL’s proposed Building violated the Setback Covenant.⁶ The Association hand-delivered and emailed a letter to FOL, its attorney, and Rabbi Rivkin the next day, July 27, stating as follows:

It has recently come to our attention that the deed to the property for 14 Aigburth Road contains restrictive covenants running with the land. The covenants, among other restrictions, require[] a building setback of which the current construction is in violation. Please find the enclosed opinion of title and restrictions [that] evidences the current violations by the owner of 14 Aigburth Road, Friends of Lubavitch, Inc.

The [Association] as well as one of the adjoining property owners intend to enforce these covenants and thus request that you issue a stop work order immediately. If you do not issue a stop work order and construction in violation of the covenants continues, the Friends of Lubavitch continues at its own risk.

This letter serves as notice to all copied parties that the current construction is in violation of the restrictive covenants. Enforcement of these covenants will require that all nonconforming construction be removed at the expense of the current property owner.

⁶ Mrs. Zoll testified that she informed the Association because they were already involved in opposing the Building, including the two zoning cases.

Excavation on the building had begun in June 2016, and by July 27 when the Association informed FOL of the restrictive covenants in the 1950 Deed, construction of the Building had proceeded only as far as “rough[]” excavation of the front of the property. After receiving the letter, FOL’s attorney confirmed that the 1950 Deed contained the Setback Covenant but, as Rabbi Rivkin would testify at trial, FOL “clearly didn’t stop” construction. When FOL refused to stop construction, Mrs. Zoll hired an attorney to sue FOL to enjoin the construction.

E. The Initial Complaint

On August 12, 2016, less than a month after learning of the Setback Covenant and about two weeks after demanding unsuccessfully that FOL stop work, Mrs. Zoll, individually and as trustee of “the Madge and James Taylor Family Trust,” along with the Association, filed a complaint for declaratory and injunctive relief in the Circuit Court for Baltimore County. The plaintiffs asserted that FOL had recently begun constructing the Building in violation of the Setback Covenant despite the Association sending FOL written notice of the violation and demanding that FOL stop work immediately. They asserted three counts: (1) for declaratory judgment and an order declaring the Building in violation of the Setback Covenant; (2) breach of contract and an order specifically enforcing the restrictive covenants, prohibiting any further construction in violation of the restrictive covenants, and the immediate removal of the Building; (3) injunctive relief, requiring FOL to remove the Building and prohibiting further violation of the Setback Covenant because “obtaining an injunction outweigh[ed] any potential harm that might befall [FOL] if the injunction were granted.” The plaintiffs also sought attorneys’ fees.

The plaintiffs attached several exhibits to the complaint, including FOL’s application for a building permit and affidavits from Mrs. Zoll; David Thurston (an attorney who examined the 1950 Deed); Devin Leary (a registered landscape architect, who assessed the distance of the Building from the street); and Paul Hartman, Vice President of the Association.

FOL filed its answer on September 9, 2016, denying most of the allegations or asserting it lacked sufficient knowledge to answer.⁷ FOL did, however, admit that it received a copy of the Association’s letter on July 27, 2016. In the answer, FOL contended that the Association had “no true interest in the covenants” and, as a homeowners’ association, “has no legal standing to enforce covenants to which it is neither a party, nor successor in interest to a party.” Finally, FOL raised three affirmative defenses: that estoppel and laches barred the plaintiffs’ claims and that the Association’s claims were “ultra vires insofar as it has no authority to sue to enforce covenants.”

F. TRO

Along with their complaint, “[i]n an effort to enforce the covenants and stop construction[,]” the plaintiffs filed a motion for a temporary restraining order (“TRO”) and for preliminary injunctive relief. That day, on August 12, the court heard argument on plaintiffs’ requested TRO and denied the motion. The court reasoned that the affidavits appended to the plaintiffs’ motion “fail[ed] to state specific facts from which it clearly appears that immediate, substantial and irreparable harm w[ould] result to Plaintiffs before

⁷ FOL asserted that it lacked sufficient knowledge as to the truth of the plaintiffs’ assertion that the Madge and James Family Trust owned the property at 16 Aigburth.

a full adversary hearing c[ould] be held on the propriety of a preliminary injunction.” The court also ordered that the clerk schedule “a hearing on the propriety of issuing a preliminary injunction and hearing on the merits.” A scheduling order was issued on September 5, 2016, setting certain deadlines and the trial date for January 10, 2017.

G. FOL’s Motion for Summary Judgment

On December 5, 2016, FOL moved for summary judgment, asserting that the owners of 16 Aigburth are The James F. Taylor Revocable Trust and the Madge S. Taylor Revocable Trust. FOL asserted that because the Revocable Trusts were not parties to the action, all three plaintiffs lacked standing to file suit as none had a property interest in 16 Aigburth. Along with the motion, FOL attached the Association’s bylaws as well as a 1988 deed by which James F. Taylor and Madge S. Taylor granted 16 Aigburth to the Revocable Trusts as tenants-in-common.

H. Motion for Leave to Amend

The plaintiffs responded quickly by filing a motion on December 14, 2016, for leave to amend their complaint to correct a misnomer of the plaintiffs. In their motion, plaintiffs conceded that they misidentified the name of the plaintiff trust, which was actually two trusts. They sought leave to amend their complaint to state as follows:

Plaintiffs, Robin Taylor Zoll, Individually and as Trustee of the Madge S. Taylor Revocable Trust and James F. Taylor ~~Family~~ Revocable Trust, and Aigburth manor Association of Towson, Inc.

The plaintiffs urged that Maryland Rule 2-341 “states that ‘amendments shall be freely allowed’ and identifies the correction of a misnomer of a party as a permissible basis for an amendment.” Because the amendment was a technical correction and did not introduce

new facts or materially vary the case, the plaintiffs maintained that it would not affect FOL's substantial rights.

In opposition to the request for leave to amend, FOL asserted that plaintiffs' motion was untimely because the scheduling order required the parties to file all motions by December 11, and that granting the motion would greatly prejudice FOL. FOL set out that, in its request for production of documents from the plaintiffs, which it served on September 20, 2016, it had sought "[a]ll documents upon which you base your contention that the 'Madge and James Taylor Family Trust' is the owner of 16 Aigburth[,]" and "[a]ll documents relating to your contention that Plaintiff are third party beneficiaries of the restrictive covenants set forth in the 1950 Deed." FOL pointed out that the plaintiffs agreed to produce all responsive documents but failed to do so.

On December 23, 2016, the plaintiffs filed their opposition to the motion for summary judgment. The plaintiffs admitted that they incorrectly identified the Madge and James Family trust as the owner and, thus, "filed a motion for leave to amend the complaint to correct this misnomer." They asserted that Mrs. Zoll had standing because "she is the beneficiary of the Trusts and, therefore, has a beneficial property interest in the corpus of the Trusts, namely 16 Aigburth Road." Additionally, "as the beneficial owner and resident of the property immediately adjacent of the subject property, she is clearly an obviously an intended beneficiary of the covenant in the deed." As for the Association, the plaintiffs reasoned that, "[b]ecause the Trusts and Mrs. Zoll have standing, the standing *vel non* of the Association is not a basis for its dismissal."

Attached to their opposition, the plaintiffs included an affidavit of attorney Michael N. Schleupner, Jr., who affirmed that “[t]he Trusts are the direct successors in interest to the grantor of the 1950 Deed.” They also included an affidavit of Mrs. Zoll, in which she stated that she was trustee and beneficiary of the Revocable Trusts and resides at 16 Aigburth with her husband.

Although the trial was originally scheduled on standby for January 10, 2017, the case did not proceed that day and the court agreed to postpone the trial because the parties had an administrative hearing before the County Board of Appeals that same week in the appeal of the ALJ’s April 6 decision to permit FOL to construct the Building. Therefore, on February 3, with no trial date set, the court denied FOL’s motion for summary judgment and granted the plaintiffs’ motion for leave to file an amended complaint to correct the misnomer. The court reasoned as follows:

Maryland Rule 2-341(a) permits amendment to a pleading without leave of the Court by the date set forth in a scheduling order, or no later than thirty days before a scheduled trial. Trial has not yet been scheduled in this matter. If in fact the Scheduling Order in this case does control—and, this Court does not believe that it does—Plaintiffs are still permitted to amend their Complaint, as amendments shall be freely allowed. See Md. Rule 2-341(c).

The court issued a new scheduling order on February 21, 2017, ordering that “to the extent there is any conflict, the schedule established below shall supersede that established by any prior Scheduling Order[.]”

I. Trial

The case proceeded to trial as planned on March 30 and 31, 2017. The plaintiffs called Mr. Michael Schleupner as an expert in “title searches, title examinations, covenants

and restrictions and land documents,” and Mr. Bruce Doak as an expert in “surveying and measuring setbacks.” FOL called Mr. Scott Dallas as an expert in surveying. In addition to expert testimony, the court heard testimony from the Zolls; Rabbi Rivkin; Rabbi Shmuel Kaplan, the president of FOL; Mr. Hartman from the Association; and Ms. Robin Clark, a supervisor of inspections for Baltimore County Code Enforcement.

Mrs. Zoll testified to the impact the Building has had on her and her family’s use and enjoyment of their property. She explained that the Building severely blocks the view in front of their home and has devalued their property by five percent. She insisted that the decreased value “[wa]s really the least of it”; and relayed that she and her husband “feel really violated by [FOL] coming in and putting [the] Chabad house on the property violating the zoning laws and violating this covenant[.]” Despite Aigburth Road’s proximity to Towson University, Mrs. Zoll described her neighborhood as “a lovely, quiet [] residential enclave” with old homes “setback from the road in [a] very distinctive kind of way. Old trees. Um, and it was peaceful. Hard to be peaceful that close to Towson, but it was.” She explained that her house had a large front porch and that her and her husband’s “favorite thing to do is to sit on that porch in the mornings and talk to each other and read the paper and have coffee, and we call it our favorite room in the house.” Their view is now “a big brick wall instead of trees and a breeze and the late afternoon sun[.]” and “there’s this wall with all the pipes hanging out in our direction.” This caused the Zolls to spend “thousands of dollars” to install trees to “try to block it, [] so we wouldn’t have to see it.” But she described the trees as “a pitiful attempt when you’re [] working with a three-story brick building, so you can’t block it. We have no choice but to look at it.” She

concluded, “I don’t know what value to put on the use and enjoyment of this property. I would say priceless, I don’t know. But it’s – it’s really, really been devastating to us.”

Rabbi Rivkin testified that he did not learn of the restrictive covenants until July 2016. Had he known prior, he testified that FOL

would have come to court to determine what it meant or we would have gotten them to sign off on what they thought it meant, and we would have built either behind [] our house, . . . or we would have built it in such a way that it still maintained the setback[] however[] they deemed it to be.

* * *

So I probably would have sat down with them and said, listen, these are my options, how do you want me to do it best, which is kind of what I did already. It’s just I probably would have gotten it – I probably would have made them sign off on something.

Rabbi Rivkin confirmed, however, that FOL “did not stop construction” upon learning of the restrictive covenants. When asked why not, he replied that it was because of

the financial challenges that stopping to build smack in the middle of construction would have caused. At that point we had an apartment that we had leased for two months and [] we actually had to move out by August 1st. So we would have not had [any]where t[o] live.

The lumber was already delivered, and if I would have pulled out of the contract, from what I understand our builder . . . would have – we – we probably would have saved about of the \$800,000 or somewhat that it cost to build, we would have saved about \$200,000.

* * *

It basically became a choice of, do we stop because maybe this covenant means something and lose \$600,000 or do we go ahead and build and – []– and assume that what we think is is.

After explaining that he and his family “needed to move back into the house” by August 25, Rabbi Rivkin continued:

The construction at that point *was substantially behind schedule* and I was pressing them aggressively, uh, because we needed to move back in.

We were having a baby. We had a baby in September – no, in October, the beginning of October. And, um, and, um, my wife wanted to be back in our house before October, which means we needed to get our water and our power.

And the lumber was sitting out there, so they continued to build, and they got us under roof by the end of July, I think, uh, which was about when they . . . went for a TRO which, honestly, made us very scared.

We were – we were actually hopefully that [] the judge might grant it because that would have allowed us to have certainty, but the judge denied their TRO.

. . .

And . . . and we continued to build. We kind of didn't have a choice it was like we were on the highway there was no way off.

As for the possibility that the court order FOL to remove the Building, Rabbi Rivkin testified that it “would be catastrophic to us and our family[.]” He elaborated on cross-examination that, even though he did not own the property, living there was his benefit and he, personally, contributed “[s]ubstantially” for the Building in cash.

Following the conclusion of FOL's case, the plaintiffs re-opened their case on rebuttal. They offered further testimony, including that of Mr. Zoll. He testified in large part to the process preceding the construction. According to Mr. Zoll, from the summer of 2014 when the process began, FOL would consult with the community and say they would make changes but then go silent and the neighbors wouldn't hear back from them “for weeks or months[.]” and then there'd be no changes to the plans.

Further, Mr. Paul Hartman, from the Association, testified to the character of the neighborhood as well and that, “the entire scope of the project, which was huge” was not immediately known to the Association when FOL consulted with them in 2014. And, “as it turned out[,] the community and the association had objections to [] the size, the bulk,

the architecture of [] the project.” The parties then offered closing arguments and the court took the matter under advisement.

J. Memorandum Opinion and Order

The circuit court issued a memorandum opinion and an order on April 13, 2017. In her 20-page opinion, the trial judge set out all the material evidence the parties presented, summarized the testimony of witnesses, and assessed their credibility. **E. 220-27.** Importantly, the court found Mrs. Zoll to be a credible witness and Rabbi Rivkin to be “evasive and aggressive during questioning.” The judge therefore credited Mrs. Zoll’s testimony whenever it differed from that of Rabbi Rivkin.

The Setback Covenant

The court ruled that “[t]he evidence was undisputed that the 1950 deed imposed the restrictive covenants, including the Setback Covenant, on 14 Aigburth Road.” “[B]ased on the language used in the deed,” the judge found, “the restrictive covenants run with the land.” She explained: “The plain meaning of the Setback Covenant refers to a front setback measured from the front property line to the center of the front plane of the house on the property, exclusive of the porch. This meaning is the only reasonable interpretation of the Setback Covenant.”

The court found that Mrs. Zoll, individually and as trustee of the Revocable Trusts (collectively, the “Zoll Plaintiffs”), had “standing to enforce the Setback Covenant as the resident and owner of 16 Aigburth Road.” The court noted, however, that the plaintiffs failed to adduce evidence that the Association had standing to enforce the Setback Covenant. Nevertheless, she explained that the issue was moot “because the Zoll Plaintiffs

are entitled to the relief requested by all Plaintiffs[,] and “because the Zoll Plaintiffs have standing and they asserted the same claims and sought the same relief as the Association.”

Although the judge reasoned that constructive notice, as opposed to actual knowledge, is sufficient to make restrictive covenants enforceable against “all persons dealing with the property,” she found that FOL had actual notice of the restrictive covenants. She charged FOL with actual notice as of 2008 when it purchased 14 Aigburth based on the title search conducted at that time, and the fact that its “title insurance policy included an exception to coverage for the 1950 restrictive covenants.”

Declaratory Judgment

The court reiterated that Mrs. Zoll, individually and as trustee, had an interest in the Setback Covenant sufficient to pursue the declaratory judgment because her enjoyment of her property, the property next door to the restricted property, had been impaired by violation of the Setback Covenant. She also found that “[t]he Association has an interest in the Setback Covenant because they own properties near the restricted property; and, the enjoyment of their properties has been impaired by [FOL’s] violation of the setback covenant.” The court determined that “[e]nforcement of the Setback Covenant is necessary to maintain the integrity of the neighborhood[,]” and that a “declaratory judgment would serve to terminate the controversy giving rise to the proceedings because the parties would have their rights determined under the Setback Covenant.” Additionally, the court found that an actual controversy existed as exhibited by FOL’s assertion that the Setback Covenant was ambiguous and unenforceable, and that the plaintiffs “waited too long to attempt to enforce the Setback Covenant.” Based on this, the court entered an order

granting the plaintiffs’ request for declaratory judgment, ordering that the Setback Covenant “is valid and in full force and effect[.]” and found the Building to be in violation of the Setback Covenant.

Laches

The court rejected FOL’s argument that laches barred the plaintiffs’ claims. It expounded that to invoke the defense of laches successfully, FOL had to show both “an undue lapse of time” and “some disadvantage or prejudice[.]” First, the court concluded that “[t]here was no undue delay on the part of Plaintiffs[.]” reasoning that “[t]he evidence demonstrates that Plaintiffs acted quickly once they discovered the existence of the Setback Covenant and learned that the covenant runs with the land.” Second, the court found no disadvantage to FOL, finding instead that FOL proceeded with construction in the face of “widespread opposition from the community[.]” Even after July 2016, the point at which Rabbi Rivkin admitted that FOL had actual notice of the Setback Covenant, the court found that FOL “chose to proceed with the construction.” Thus, the court concluded, FOL “assumed the risk of the harm [FOL] now faces for violating the Setback Covenant.”⁸

Breach of Contract

Next, the court found that FOL “breached the Setback Covenant,” to which Mrs. Zoll, individually and as trustee, was beneficiary. The court reasoned as follows:

⁸ The court also rejected FOL’s arguments that (1) the plaintiffs abandoned their right to enforce the Setback Covenant by selecting to enforce only one of the four restrictive covenants contained in the 1950 deed, and (2) the plaintiffs should be estopped from enforcing the Setback Covenant because they did not bring forth this argument at the same time the plaintiffs challenged FOL’s Building through the administrative zoning processes. FOL does not assert either of these arguments on appeal.

[T]he Setback Covenant was imposed by the 1950 deed, which is in the Zoll Plaintiffs’ direct chain of title. The Setback Covenant runs with the land and is binding on Defendant, as owner of 14 Aigburth Road, today. Based on the plain meaning of the Setback Covenant, the evidence demonstrates that the [Building], which has a front setback of 56 feet to the west and 57 feet to the east, violates the Setback Covenant (which requires a setback of 114.5 feet according to [FOL’s expert,] Mr. Dallas’s measurements and 115 feet according to [the plaintiffs’ expert,] Mr. Roak’s measurements).

Injunctive Relief

The court then granted the plaintiffs injunctive relief. Applying the four factors for injunctive relief that the Court of Appeals set out in *State Commission on Human Relations v. Talbot County Detention Center*, 370 Md. 115, 136 (2002), the court began with the plaintiffs’ likelihood of success on the merits and observed that it already found that FOL violated the Setback Covenant. The court proceeded to the second factor by comparing the hardship on the parties by granting or refusing an injunction. The judge observed that FOL made “no innocent mistakes,” and looked to the harm FOL caused the plaintiffs, findings as follows:

[T]he view from the front porch of 16 Aigburth Road is now a large brick wall, rather than the breeze, trees, and sun Robin Zoll used to enjoy. Ms. Zoll testified that the enjoyment of her property is priceless; and, Defendant’s construction of the [Building], in violation of the Setback Covenant, has been devastating. Paul Hartman testified that the [Building] does not fit in with the neighborhood. Enforcing the Setback Covenant would assist with maintaining the integrity of the neighborhood.

The financial harm to the Zoll plaintiffs is that their property value has decreased by five percent due solely to the [Building] constructed on 14 Aigburth Road. This represents a loss of value of \$17,075. Paul Hartman testified that he is concerned that it would be difficult to sell the property at 14 Aigburth Road in the future, due to its appearance and because the [Building] does not fit in with the neighborhood. Mr. Hartman testified that a similar, large structure in the area sat vacant on the market for approximately two years before it was sold. Mr. Hartman said that properties not selling quickly is harmful to the property values in the neighborhood.

Comparatively, the court found the following regarding FOL’s harm:

[FOL] argued that removing the [Building] would be financially devastating. However, [FOL] did not present any specific evidence about the monetary loss [it] would suffer from moving the [Building] or tearing it down. Also, Rabbi Rivkin’s testimony about the funding of the construction of the [Building] was evasive and not credible. Thus, the Court does not give weight to the alleged monetary harm to Defendant.

Next, the court determined that the injury to the plaintiffs would be irreparable absent an injunction because Mrs. Zoll “testified credibly that her enjoyment of her property at 16 Aigburth is priceless; and, the construction of the [Building] was devastating”—her “view is a brick wall.” Additionally, the court highlighted the Association’s interest in maintaining the neighborhood’s integrity and found that “the Association [wa]s also harmed by [FOL]’s violation of the Setback Covenant; and, the harm to Plaintiffs is not merely pecuniary in nature.”

The court ordered FOL to “remove the Building and all other improvements that violate the Setback Covenant no later than March 1, 2018,” and enjoined FOL “from constructing any structure or other improvement that violates the Setback Covenant.”

FOL noted its timely appeal on May 4, 2017. The next day, Appellees noted their cross-appeal on the issue of attorneys’ fees. On February 28—just one day before the Building was to be removed—FOL filed a Motion to Extend and/or Stay Enforcement of the order, which the circuit court denied on March 2. On April 10, 2018, FOL filed a motion asking this Court to stay the enforcement of the circuit court’s order, which was denied on April 24.

This appeal requires us to consider three issues raised by FOL and a fourth that Appellants present in their cross-appeal:

- I. “Whether the circuit court abused its discretion when it granted Plaintiffs’ motion to amend the Complaint in order to substitute parties with standing for those without standing instead of granting FOL’s motion for summary judgment filed against the originally named plaintiffs?”
- II. “Whether Plaintiffs’ claims were barred by laches when Plaintiffs themselves were on notice of the deed restriction and Plaintiffs had actual knowledge of and had litigated against FOL’s plans to construct an addition in front of the existing house for more than two years prior to construction?”
- III. “Whether the circuit court erred in ordering specific enforcement of the covenant when there was evidence of an adequate remedy in damages?”
- IV. “Whether the [c]ircuit [c]ourt erred in striking Appellants’ claims for attorney’s fees?”

DISCUSSION

I.

Motion to Amend the Complaint

FOL asserts that the circuit court erred as a matter of law by granting Appellants’ motion for leave to amend their complaint rather than granting FOL’s motion for summary judgment. According to FOL, the three plaintiffs that filed the initial complaint (Mrs. Zoll, the Madge and James Taylor Family Trust, and the Association) lacked standing to enforce the covenants. FOL raised this issue in its answer and, during discovery, it questioned the fee owner of 16 Aigburth. This, FOL suggests, put Appellees “on notice of *their* need to reexamine the proper party status of the named Plaintiffs[.]” and the court should not have “afforded [them] the opportunity to resuscitate their case at such a late date.” Given that

the plaintiffs sought to amend their complaint within 30 days of the scheduled trial, FOL asserts that the court should have denied the motion because it was prejudicial.

FOL characterizes the proposed amendment as “much more” than the mere correction of a misnomer, and contends that the amendment added two new plaintiffs to the prejudice of FOL. FOL asserts that it was entitled to rely on the plaintiffs’ affirmation that they had standing. Had Appellees timely named these plaintiffs, “FOL would have taken a different tack in discovery and strategy generally[,]” including “reassess[ing] its risk and forego[ing] further construction of the addition[,]” and “FOL also would have further pressed in discovery disclosure[.]” FOL concludes that “the circuit court abused its discretion in failing to recognize and protect FOL against the prejudice that inured by permitting the late-filed and substantive amendment, which dramatically altered the complexion of the case.”

Appellees respond that the court’s ruling was not an abuse of discretion because the amendment was “a purely technical, if not grammatical, correction of [a] misnomer.” They point out the similar naming between the mistakenly identified “Madge and James Taylor Family Trust,”—which does not even exist—and the properly identified “Madge S. Taylor Revocable Trust” and “James F. Taylor Revocable Trust.” Although the motion for leave to amend came only 27 days before the originally scheduled trial, Mrs. Zoll asserts that Maryland Rule 2-341(a) permits the court to grant her leave to correct a misnomer. Further, they continue, FOL was “afforded more than the 30-day’s notice contemplated by Rule 2-431(a) because the trial was postponed over two months *after* she sought leave to amend.” Appellees also refute that FOL suffered any prejudice, saying that “FOL’s contention that

it would have taken a ‘different tack’ in discovery is hardly credible[.]” unexplained, and belied by the fact that “FOL did not take a ‘different tack’ once the Trusts were added[.]”

In their reply brief, FOL argues essentially that the circuit court’s order was prejudicial because it began and completed construction of the Building between the time Appellees filed their initial complaint and the time Appellees amended their complaint. We hold that it was well within the court’s discretion to permit the amendment.

In an appeal challenging a trial court’s decision to allow a party leave to amend, this Court reviews for abuse of discretion. *Schmerling v. Injured Workers’ Ins. Fund*, 368 Md. 434, 443-44 (2002) (citations omitted); *Hartford Accident & Indem. Co. v. Scarlett Harbor Assocs. Ltd. P’ship*, 109 Md. App. 217, 248 (1996). Maryland Rule 2-341 governs the amendment of pleadings. It provides that a party “may seek to . . . (4) correct misnomer of a party, . . . (6) add a party or parties, [or] (7) make any other appropriate change.” Md. Rule 2-341(c). A party may amend its pleadings *without leave of court* “by the date set forth in the scheduling order or, if there is no scheduling order, no later than 30 days before a scheduled trial date.” Md. Rule 2-341(a). But if that time has elapsed, the party may seek leave of court to amend its pleadings. Md. Rule 2-341(b). The circuit court shall allow amendments “freely . . . when justice so permits.” Md. Rule 2-341(c).

The plaintiffs below sought leave of court to amend their complaint to correct a misnomer of the plaintiff trust(s) on December 14, 2016. Seeking leave to amend was appropriate, at the time of the plaintiffs’ motion, because the scheduling order at the time set trial for January 10, 2016. As the plaintiffs noted correctly, a correction of a misnomer within 30 days before trial was only permissible with leave of court under Rule 2-341(c).

Before the trial court in this case ruled on the plaintiffs’ motion, however, the parties consented to postpone the trial indefinitely. On February 3, 2017, the trial court granted the plaintiffs leave to amend their complaint. The court reasoned that the plaintiffs did not actually require leave of court because there was no trial set at that time, and, even if the old scheduling order were still to be deemed in effect for purposes of the motion, it would permit the plaintiffs leave of court because “[a]mendments shall be freely allowed” under Rule 2-341(c).

We discern no abuse of discretion in the trial court’s decision. We have before us a classic misnomer—the plaintiffs misidentified the property owner as a single entity instead of two entities that were joint owners. The Revocable Trusts had virtually the same names as the non-existent single trust that the plaintiffs originally named as the owner. As we just explained, Rule 2-341 permits amendment to correct misnomers. And even if plaintiffs’ amendment amounted to “add[ing] two additional named Plaintiffs[,] as FOL urges, Maryland Rule 2-341(c)(6) lists “add a party or parties” as a permissible amendment.

We also agree with the trial court’s observation that the plaintiffs were free to amend their complaint without leave of court because there was no trial scheduled after the parties agreed to postpone the trial date.⁹ Certainly the chronology of the pleadings and deadlines under the scheduling orders demonstrate that FOL was not prejudiced by the amendment. The plaintiffs identified the Revocable Trusts as the owners of 16 Aigburth in their motion

⁹ The court eventually issued a new, superseding scheduling order on February 21, 2017, and rescheduled trial for March 30, 2017—nearly two months after the date on which it permitted the plaintiffs to amend their complaint.

for leave to amend on December 14, 2016—only three days after the deadline that the original scheduling order set for amendments without leave of court. Given the parties’ consent motion to postpone the original January trial date, however, the case did not proceed to trial for over three months after the plaintiffs sought to substitute the Revocable Trusts as plaintiffs. Rule 2-341, permitting parties to amend pleadings without leave of court prior to 30 days before trial, suggests that a party-opponent is unlikely to suffer prejudice from a pleading amended more than 30 days from trial.

Moreover, we note that FOL conceded before the trial court that Mrs. Zoll had standing. When the trial court pressed FOL on whether Mrs. Zoll, individually, was entitled to relief, though, FOL replied: “That’s correct, your Honor. If [] anybody is it would be her or the Trust[s] themselves.” The circuit court then ruled that Mrs. Zoll had standing in her individual capacity “to enforce the Setback Covenant as the resident and owner of 16 Aigburth Road.” In addition to conceding the issue at trial, FOL failed to challenge in its Questions Presented before this Court the circuit court’s ruling regarding Mrs. Zoll’s individual standing. Accordingly, FOL forfeited any challenge to Mrs. Zoll’s standing on appeal. See *Peterson v. Evapco, Inc.*, 238 Md. App. 1, 62 (2018) (holding that parties forfeit issues for appellate review that they fail to include in their “Questions Presented”). Therefore, because Mrs. Zoll had standing to pursue the underlying action against FOL regardless of whether the court permitted the plaintiffs to correct their misnomer of the Revocable Trusts, FOL incurred no prejudice by the circuit court granting the leave to amend. See, e.g., *Bd. of License Comm’rs for Montgomery Cty. v. Haberlin*, 320 Md. 399, 404 (1990) (“Where there exists a party having standing to bring an action

or take an appeal, we shall not ordinarily inquire as to whether another party on the same side also has standing.”) (citations omitted).

Finally, FOL’s behavior following the plaintiffs’ motion to amend belies its assertion on appeal that it would have changed course had the plaintiffs named the proper owner of 16 Aigburth. FOL was on actual notice of the restrictive covenants as well as the strong neighborhood opposition to the Building *before* the plaintiffs filed their complaint on August 12, 2016. Despite this actual knowledge that the Setback Covenant restricted construction on 14 Aigburth, Rabbi Rivkin testified that FOL decided to “go ahead and build” anyway. Two weeks after the plaintiffs filed suit, on August 25, construction of the Building “was substantially behind schedule,” but rather than stall the process, Rabbi Rivkin testified that he “press[ed] [the builders] aggressively” to speed up construction. Two more weeks would pass before FOL filed its answer to the plaintiffs’ complaint, in which FOL asserted that it lacked sufficient knowledge to form a belief as to whether the Madge and James Family Trust owned 16 Aigburth. In other words, before FOL discovered that the true owners of 16 Aigburth were not plaintiffs to the underlying action, it chose to “go ahead and build” and to do so “aggressively.” FOL did so at its own risk.

II.

Laches

Although FOL admits it “did not share its architectural plans with Appellees prior to the spring of 2014,” it contends that laches should bar Appellees’ action because they “clearly had knowledge of FOL’s expansion plans as early as 2012.” FOL claims that given Appellees’ years of opposition, enforcement of the Setback Covenant “now at this

late hour as both a sword and a shield . . . is the height of inequity.” FOL asserts that it suffered undue prejudice and the court should have barred Appellees’ action because Appellees “wait[ed] to raise the issue until after the county administrative process was concluded, after the building permit was issued, and after FOL’s construction was underway.”

In response, Appellees maintain that they “acted ‘promptly’ and ‘quickly’ in seeking to enforce the Setback Covenant.” Setting out the timeline, Appellees say that Mrs. Zoll learned of the Setback Covenant on July 26, 2016, the Association hand-delivered a letter to Rabbi Rivkin and his attorney the next day, and Appellees filed suit 16 days later when FOL did not cease construction. Besides, Appellees continue, delay alone is insufficient to support the application of laches because, as the circuit court found, FOL suffered no prejudice given that it was on actual notice of the Setback Covenant and the community opposition but chose to proceed with construction anyway. And even if the deed may have put Appellees on constructive notice, they contend that laches would not apply to bar their action until they actually discovered the Setback Covenant and failed to enforce it. Finally, Appellees say that FOL mischaracterizes the length of time they “slept on their rights” by conflating Appellees’ more general opposition to FOL building the Building with how long it took Appellees to enforce the Setback Covenant once they learned of it.

Maryland courts may apply the doctrine of laches to bar a plaintiff’s otherwise timely claim if there has been an “unreasonable delay in the assertion of one’s rights and that delay results in prejudice to the opposing party.” *Liddy v. Lamone*, 398 Md. 233, 244 (2007) (citing *Frederick Road Ltd. P’ship v. Brown & Sturm*, 360 Md. 76, 117 (2000)).

“There is no firm time limit for laches: rather a judge sitting in equity considers plaintiff’s delay in asserting the claim and its causes and weighs that against the prejudice to the defendant caused by the late assertion of the equitable claim.” *Murray v. Midland Funding, LLC*, 233 Md. App. 254, 260 (2017). We review *de novo* the circuit court’s determination that laches did not apply. *State Ctr., LLC v. Lexington Charles Ltd. P’ship*, 438 Md. 451, 585 (2014). In doing so, we look to the well-pleaded facts in Appellees’ complaint to determine whether any delay in filing was unreasonable and prejudicial to FOL. *Id.*

The Reasonableness of Appellees’ Delay in Filing

We determine that the first factor—the reasonableness of delaying suit—is dispositive here. The Court of Appeals has instructed:

There is no inflexible rule as to what constitutes, or what does not constitute, laches; hence its existence must be determined by the facts and circumstances of each case. The passage of time, alone, does not constitute laches but is simply ‘one of the many circumstances from which a determination of what constitutes an unreasonable and unjustifiable delay may be made.

Id. at 590 (internal citations omitted). To assess the reasonableness of a delay, “we must analyze (i) when, if ever, the claim became ripe (*i.e.*, the earliest time at which Appellees were able to bring their claims); and (ii) whether the passage of time between then and when the Appellees filed the complaint was unreasonable.” *Id.* The claim is ripe when “the point of controversy became substantially certain.” *Id.* at 600.

In *State Center*, the main case on which FOL relies, the plaintiffs brought three groups of claims concerning a public Request For Qualifications (“RFQ”) that the State issued “to solicit a ‘Master Developer’ who would be granted the exclusive right to negotiate with the State to execute” the State Center Project. *Id.* at 473-74. Those claims

were, essentially, (1) those arising out of the process for selecting the Master Developer, which was announced in March 2006; (2) those concerning the nature of the project, the contracts for which were authorized in June 2009; and (3) challenges to the “First Amendment” to the Master Development Agreement (“MDA”), which was authorized in July 2010. *Id.* at 600-03. The plaintiffs did not file suit until December 17, 2010. *Id.* at 606. Looking at the varying lengths of delay from the points in time when the plaintiffs’ different controversies became ripe, the Court of Appeals held that laches barred the entire action. *Id.* at 607.

The Court explained that, “[a]lthough there is no bright-line rule” for laches, the doctrine is intertwined with statutes of limitation and courts should look to the limitations period for an analogous action at law. *Id.* at 603-04. Regarding the first group of the plaintiffs’ claims, the Court observed that, even under a “generous analogy to the three-year statute of limitations,” those claims would be barred and were thus barred by laches. *Id.* at 605-06. Looking to the second and third groups, which concerned “time-sensitive procurement issues,” the Court declined to apply a strict analogy to the seven-day limits that would have applied under the statutes applicable to those actions, but concluded nonetheless that the 18-month and five-month delays were “unreasonable and unjustified.” *Id.* at 606-07. The Court noted, however, that the plaintiffs’ motivation in bringing suit “appear[ed] to be a ‘desire to stave off competition[,]’” and reasoned that their third group of claims should not be allowed to save their action: “If the First Amendment’s ‘material’ changes, which were approved and executed in September 2010, were the first stage of the alleged violations, we might be more likely to find reasonable the short time period

between September 2010 and December 2010.” *Id.* at 608. But because “[e]quity is not limited . . . to such a tunneled vision of circumstances[,]” the Court was “permitted to weigh all the facts[,]” including the parties’ motivations. *Id.*

In *Inlet Associates*, by contrast, the Court declined to apply laches. *Inlet Assocs. v. Assateague House Condominium Ass’n*, 313 Md. 413 (1988). *Inlet Associates* also involved some neighbors who opposed new construction near their properties. *Id.* at 422-23. Inlet sought to construct a hotel and marina complex in Ocean City on a piece of property for which it had obtained an option to purchase. *Id.* at 417-18. Inlet first appeared at a public work session of the City Council on August 28, 1985, and proposed to provide various public amenities if the City would “trade” it a 25-foot strip of land and riparian rights. *Id.* at 418. It then presented its plan at a regular session of the City Council on September 2, 1985, and the Council approved the plan at a public meeting on October 21. *Id.* at 418-20. The City Solicitor sent a letter to Inlet on December 19 formalizing the arrangement. *Id.* at 420. Following this favorable decision, Inlet exercised its option to purchase the property on which it would build; spent between \$1 million and \$2 million on development plans; and obtained sit plan approval, permitting, and a height variance—all without any opposition. *Id.*

The following September, Inlet returned to obtain an amendment to allow for the construction of a restaurant, which the Council approved on October 6, 1986, at a public meeting. *Id.* at 421. At that meeting, for the first time, “the question arose” whether the City could dispose of its property interests by resolution instead of an ordinance, but the City Solicitor advised the Council that a resolution sufficed. *Id.* Following that meeting,

the City Solicitor prepared an “Agreement and Declaration of Covenants, Conditions, and Restrictions” between Inlet and the City. *Id.* On November 19, 1986, various individual taxpayers and property owners, most of whom lived nearby the property, sued to enjoin the contract’s execution, arguing that the City acted *ultra vires* and that an ordinance was required. *Id.* at 422. After intervening as a defendant, Inlet argued, in part, that laches barred the plaintiffs’ action. The circuit court allowed the plaintiffs to proceed and ultimately ruled that “the Ocean City Charter required an ordinance, rather than a resolution, to transfer the property interests in question[.]” *Id.* at 423-24.

The Court of Appeals agreed, emphasizing the trial court’s findings that “the City Council did not place its final imprimatur on the Inlet proposal, which as amended included the restaurant in place of the shops on the pier, until October 6, 1986[.]” and that the plaintiffs sued approximately one month later. *Id.* at 439. This fact was material because part of the opposition by some plaintiffs was due to “the late inclusion of the restaurant and its location in the Inlet proposal.” *Id.* The Court also noted “that until the summer of 1986, Inlet had not received the necessary permits and authorizations to permit it to proceed to implement its proposed plan.” *Id.* Thus, the Court concluded, “Plaintiffs’ suit in November of 1986 was hardly a delay befitting a serious claim of laches.” *Id.*; *see also Fraternal Order of Police v. Montgomery Cty.*, 446 Md. 490, 507-10 (2016) (holding that laches did not bar the claims that the plaintiffs brought the day prior to an election, one-and-a-half months after they had accrued, given the time it takes a court to schedule and hold a trial and the fact that the plaintiffs sought only monetary damages and to enjoin future conduct).

According to the foregoing decisional law, in order to determine whether the Appellees' delay in filing the underlying action was unreasonable, we must first analyze when their claim arose. *State Center*, 438 Md. at 600. FOL attempts to expand the time period relevant to Appellees' delay by including Appellees' prior opposition to the plans announced in 2014 and in the zoning case involving the proposed use of 14 Aigburth as a residential parsonage with an accessory use for religious worship and religious education. But as FOL points out elsewhere in its briefing, "this case is not about whether [FOL] was, is, or will in the future use the addition as a house of worship in contravention of local zoning law." Appellees' action for declaratory judgment and injunctive relief concerned solely whether the Building violated the Setback Covenant.

In this case, an ALJ held a hearing in March 2016 to consider FOL's petition to build an addition at 14 Aigburth. On April 6, 2016, the ALJ issued its opinion authorizing FOL's construction, and FOL applied for its building permit on April 19. As the Court did in *Inlet*, we will consider FOL's obtainment of the necessary permitting and approval as the operable date from which to measure the plaintiffs' delay. *See* 313 Md. at 439. Counting from April 19, only about three months had passed until July 27 when the Association hand-delivered and emailed FOL a letter asserting the restrictive covenants and demanding that FOL stop work on the Building. By this point, FOL had only excavated the ground and had not yet begun construction. When FOL proceeded with construction, Appellees waited only 16 more days before filing suit in circuit court, seeking not only a permanent injunction but a TRO to stop FOL's work on the Building. This was "hardly a delay befitting a serious claim of laches." *Inlet*, 313 Md. at 439.

Because equity allows us to look at the facts as a whole to assess the parties' behavior, *see State Ctr.*, 438 Md. at 608, we also consider relevant the fact that the plaintiffs were not simply sleeping on their rights. In fact, only 10 days passed between when Mrs. Zoll received actual knowledge of the restrictive covenants on July 17, and when the Association sent its July 27 letter. Mrs. Zoll spent the meantime contacting her attorney to confirm that the covenants were binding and ran with the land. Appellees here, unlike those in *State Center*, were not taking a “wait and see” approach. Rather, they acted quickly and cannot be said to have delayed suit unreasonably. Accordingly, we affirm the circuit court’s decision that laches did not apply.

III.

The Remedy

Finally, FOL argues that the court should have awarded the plaintiffs compensatory damages rather than specific performance because it “had abundant evidence before it of the actual damage that ostensibly arose as a result of the construction of the addition within the set-back area[,]” including testimony that the property value of 16 Aigburth diminished by \$17,075 and Mrs. Zoll spent thousands of dollars on trees and landscaping. According to FOL, Mrs. Zoll’s testimony that the loss was “devastating” is “hyperbole, not fact[,]” and that the addition hasn’t precluded her use of 16 Aigburth—only “her enjoyment of her morning coffee taken on her porch has been diminished as a consequence.” FOL says that the circuit court failed to weigh these damages against the burden that complying with the injunction would impose on FOL. Although the court was within its discretion to discredit Rabbi Rivkin’s testimony about the construction funding, FOL insists that the court abused

its discretion by “ignor[ing] all of the other evidence regarding FOL’s burden of compliance[,]” including that the addition was a three-story brick structure that, as estimated in FOL’s application for a building permit, would cost \$550,000 to build.

FOL attempts to distinguish the facts of this case from other Maryland cases in which our courts have specifically enforced restrictive covenants. For instance, FOL suggests that the Court of Appeals’ decision in *Eisenstadt v. Barron*, 252 Md. 358 (1969), is distinguishable because, “unlike the defendant here, Eisenstadt both started and completed installation of the pipeline during litigation and with actual, not constructive, notice of the deed restriction.” FOL also attempts to distinguish *Chestnut Real Estate Partnership v. Huber*, 148 Md. App. 190 (2002), because it was undisputed in that case that the defendant had actual knowledge of the restrictions before beginning construction. The commonality between *Eisenstadt* and *Huber*, FOL suggests, was the Courts’ determinations in each case “that the defendant [] had been a willful violator of the covenant and that an order compelling removal would be a just punishment for that behavior.” Yet, in this case, FOL maintains, it had already begun construction before the suit was filed and “should not be penalized in equity” for Appellees’ failure to pursue their motion for a preliminary injunction.

Appellees explain in response that, “[b]ecause a permanent injunction to enforce a restrictive covenant is like a request for specific performance, the rule requiring a showing of irreparable harm does not apply.” Thus, Appellees continue, removal of the Building was an appropriate remedy for FOL’s violation of the Setback Covenant and the circuit court was within its discretion award such relief. Although FOL attempts to distinguish

cases like *Eisenstadt* and *Huber* that involve “a willful violator of a covenant,” Appellees charge “that FOL and Rabbi Rivkin were willful violators of the Setback Covenant.”

Additionally, Appellees contend that the doctrine of comparative hardship is inapplicable here because comparative hardship applies “only when the violation is committed *innocently or mistakenly*.” (Emphasis in Appellees’ brief). Moreover, they assert, enforcing the covenant did not impose significantly greater harm on FOL because the costs that the Building caused Appellees were not slight. Appellees insist that the circuit court found correctly that FOL’s choice to continue with construction was not an innocent mistake. Even so, Appellees suggest that the circuit court *did* compare the relative hardships of the parties, finding that Appellees suffered (1) decreased value in the property; (2) impairment of their use and enjoyment of the property; (3) impairment in the integrity of the neighborhood; and (4) an impact on the value of other properties in the neighborhood—as compared to Rabbi Ravkin’s “evasive and not credible” testimony that stopping construction would have cost him \$600,000. Accordingly, Appellees conclude, “FOL clearly failed to demonstrate that the harm it would suffer was ‘greatly disproportionate’ to the harm suffered by [Appellees].”

The Court of Appeals has explained that “[a]n injunction is ‘a writ framed according to the circumstances of the case commanding an act which the court regards as essential to justice, or restraining an act which it esteems contrary to equity and good conscience.’” *El Bey v. Moorish Science Temple of Am., Inc.*, 362 Md. 339, 353 (2001) (citation omitted). “[A] trial court has wide latitude to enforce restrictive covenants by means of permanent injunctions so long as the restrictions in the covenant are reasonable and ‘made in good

faith, and not high-handed, whimsical or captious in manner.” *Namleb Corp. v. Barrett*, 149 Md. App. 163, 174 (2002) (quoting *Colandrea*, 361 Md. at 394). We review a trial court’s decision to grant an injunction for abuse of discretion. *Barrett*, 149 Md. App. at 168.

Eisenstadt, one of the cases that FOL attempts to distinguish, also included a defendant’s knowing violation of restrictive covenants in a deed. 252 Md. at 359-61. The deed at issue restricted the use of certain lots to residential purposes, and limited construction thereon to “single dwelling[s],” and water connections to a single water line no greater than one inch in diameter. *Id.* at 359-60. In disregard of these covenants, Eisenstadt constructed on the land an access driveway that led to his apartment complex along with an eight-inch water line. *Id.* at 361. The circuit court reasoned that Eisenstadt “ha[d] been quite set in his determination to violate the restrictions both before and after he accepted the deed[,]” so the court “enjoined use of the land as a driveway or roadway and enjoined the running of an eight inch water line[.]” *Id.*

On appeal, Eisenstadt challenged the circuit court’s injunction of his use of the driveway and asserted that the injunction of the water line was contrary to public policy. *Id.* at 361, 371. The Court of Appeals held that, first, while Eisenstadt could arguably construct a roadway for a single-family home, “the use of the property as a means of access to an apartment house or apartment houses on adjoining land not within the subdivision [wa]s not a use permitted under the restriction.” *Id.* at 369. Moving to the second issue, the Court noted that Eisenstadt constructed the water line “[i]n defiance and with full knowledge of the covenant relative to the water line[.]” *Id.* at 369. The Court concluded

that an injunction requiring removal of the pipe did not violate public policy because the covenant was a clear, unambiguous, and valid restriction, and Eisenstadt had other means of acquiring water. *Id.* at 371-73

This Court in *Huber* addressed a trial court’s injunction requiring a defendant to destroy a shed that violated a restrictive covenant. 148 Md. App. at 193. The parties had entered into an agreement containing restrictive covenants that they recorded in the land records. *Id.* at 195-96. Neighbors brought an action for injunctive relief, seeking, in part, “the dismantling of the offending structure.” *Id.* at 196. The circuit court held a bench trial and ruled that the property owner’s shed violated an enforceable restrictive covenant and ordered the owners to dismantle the shed. *Id.* at 196-97. The court found that the shed was not “an innocent mistake on the part of the ownership.” *Id.* at 209.

After affirming the circuit court’s decision that the shed violated the restrictive covenants, this Court explored the validity of the circuit court issuing a mandatory injunction without finding the plaintiffs would suffer irreparable harm. *Id.* at 204-05. This Court noted that, ordinarily, courts will not grant injunctive relief ““unless the petitioner demonstrates that it will sustain substantial and irreparable injury as a result of the alleged wrongful conduct.”” *Id.* at 205 (quoting *El Bey*, 362 Md. at 355). Despite this, however, we concluded “that this rule does not control where a mandatory injunction is sought to enforce a restrictive covenant.” *Id.* That is because, as the Court of Appeals observed, ““covenants affecting property are, even when running with the land, nonetheless contractual in nature. A suit to enforce them is *in the nature of specific performance.*”” *Id.* at 207 (quoting *Colandrea*, 361 Md. at 395). Looking to treatises and other jurisdictions,

we observed that there was “considerable authority” for granting injunctive relief “to remedy a violation of a restrictive covenant absent a showing of reparable harm.” *Id.* at 209-10 (citations omitted). Accordingly, this Court ruled, “in the case of the violation of a restrictive covenant, injunctive relief would issue with no greater showing than is required to obtain specific performance, with no requirement that irreparable injury be shown.” *Id.* at 211. We then compared the construction of the shed to the water line in *Eisenstadt*, both of which were *intentional acts* in violation of a restrictive covenant, and concluded that “[n]o finding of irreparable harm was required[.]” to issue a mandatory injunction. *Id.* at 208-09 (citing *Eisenstadt*, 252 Md. at 373). Like the Court of Appeals in *Eisenstadt*, this Court affirmed the circuit court’s “discretion in fashioning the remedy of a mandatory injunction.” *Id.* at 211.

FOL’s attempts to distinguish *Eisenstadt* and *Huber* are unavailing. Like the defendants in both of those cases, FOL acted with actual knowledge of the restrictive covenants and intentionally completed construction of the offending Building prior to the completion of trial. *Huber*, 148 Md. App. at 209; *Eisenstadt*, 252 Md. at 371. FOL seems to suggest that it had only constructive knowledge of the restrictive covenants but the circuit court found that FOL had actual knowledge as of 2008. FOL offers no explanation for why this finding by the circuit court is clear error. Contrary to FOL’s characterization of facts on appeal, the record reveals that, like the defendants in *Eisenstadt* and *Huber*, FOL was a “willful violator” of the Setback Covenant. Despite receiving actual notice of the restrictive covenants in 2008 and again in July 2016, Rabbi Rivkin testified that FOL decided to “go ahead and build” anyway and to proceed “aggressively.” This was not “an

innocent mistake on the part of” FOL, *Huber*, 148 Md. App. at 209; FOL proceeded in constructing the Building “[i]n defiance and with full knowledge of” the restrictive covenants. *Eisenstadt*, 252 Md. at 369. It was, consequently, within the circuit court’s discretion to issue a permanent injunction with or without the court’s finding that plaintiffs/Appellees suffered irreparable harm. *Huber*, 148 Md. App. at 209-11.

FOL cannot avoid the underlying injunction by invoking the equitable doctrine of comparative hardship. As the Court of Appeals has explained, comparative hardship “basically provides that a court may decline to issue an injunction where the hardship and inconvenience which would result from the injunction is greatly disproportionate to the harm to be remedied.” *Chevy Chase Village v. Jaggars*, 261 Md. 309, 320 (1971). Whether a defendant simply made a mistake and whether the plaintiffs have a “substantial interest” in enforcing the covenant are factors to consider in applying the doctrine. *Colandrea*, 361 Md. at 396-98 (citing *Jaggars*, 261 Md. at 320-21; *Grubb v. Guilford Assoc., Inc.*, 228 Md. 135, 140 (1962); *Liu v. Dunnigan*, 25 Md. App. 178, 193-94 (1975)). This Court explained in *Namleb Corp.* that an injunction is proper when the defendant has prior knowledge of the restrictive covenant and the plaintiffs’ interest in enforcement “[i]s not negligible.” 149 Md. App. at 175 (holding that trial court did not abuse its discretion by enjoining violation of restrictive covenant when the defendant had prior knowledge and “enjoining violation of the restriction was necessary to maintain the integrity of the cul-de-sac” in the subdivision). Given FOL’s intentional violation of the Setback Covenant and the credible hardship to Appellees, the doctrine of comparative hardship does not apply. *Id.* As the circuit court found, FOL’s completion of the Building caused a 5% reduction in value of

16 Aigburth, caused the Zolls a loss of use and enjoyment by obstructing the view from their front porch, and harmed the integrity of neighborhood. These hardships were not negligible or pecuniary. Further, FOL only began construction (beyond excavation) *after* Appellees delivered them a stop-work letter and finished construction well *after* the initial complaint.¹⁰ See *Liu*, 25 Md. App. at 193 (noting that \$9,000 of the \$15,000 the defendant spent came after his knowledge of the plaintiffs’ opposition, “apparently without regard for the possible legal validity of [their] position”). In sum, the doctrine of comparative hardship is unavailable to FOL and we discern no abuse in discretion by the trial court fashioning an injunction akin to specific performance. See *Huber*, 148 Md. App. at 211.

IV.

Attorneys’ Fees

FOL moved on December 12, 2016, to strike the plaintiffs’ request for attorneys’ fees, asserting that the Maryland Declaratory Judgment Act (the “Act”), Maryland Code (1974, 2013 Repl. Vol.), Courts and Judicial Proceedings (“CJP”) Article, § 3-410, authorized the recovery of “costs” by a successful party, but not attorneys’ fees. Thus, FOL concluded, “there is no basis, legal or factual, for Plaintiffs’ claim for attorneys’ fees and it must be stricken.” The plaintiffs responded that the Act authorized a court to “make such award of costs as may seem equitable and just,” which is a basis for awarding costs beyond those permitted under Maryland Rule 2-603. They read this language to authorize

¹⁰ We are not sure when or how much in losses FOL has incurred because it provided no financial documents and the circuit court discredited Rabbi Rivkin’s testimony that stopping construction after the delivery of supplies would cause \$600,000 in losses.

the court to “make a prevailing party whole by awarding that party the expenses it incurred in having to bring or defend a declaratory judgment action.”

The circuit court granted FOL’s motion on January 27, 2017. The judge reasoned that the plaintiffs “cited no authority to the court upon which it would be legally permissible to recover attorney’s fees against the Defendant for a declaratory judgment[.]”

Appellees, in a cross-appeal, challenge the circuit court’s denial of their attorneys’ fees. They assert that, under CJP § 3-410, an award of attorneys’ fees was “equitable and just” in order to make Appellees whole by awarding the expenses they incurred in having to bring a declaratory judgment action. FOL responds that the Act authorizes the court to award costs, not attorneys’ fees. Accordingly, it concludes, there was no basis for Appellees’ claim for attorneys’ fees and we should affirm the circuit court’s order denying the award of fees. In reply, Appellees maintain that the Act authorizes the court to award costs beyond those permitted under Rule 2-603. They suggest that “[i]f the General Assembly intended to limit the ‘costs’ recoverable in a declaratory judgment action to those permitted under Rule 2-603(b)(1), then section 3-410 [of the Act] would be unnecessary.” Such an award, they conclude, would make them whole and “be fully consistent with the ‘remedial purpose of [the Act] and the liberal construction it is afforded.”

Maryland courts “follow[] the American Rule of attorneys’ fees, which stands as a barrier to the recovery, as consequential damages, of foreseeable counsel fees incurred in enforcing remedies for breach of contract.” *Long v. Burson*, 182 Md. App. 1, 25-26 (2008) (quotations omitted); *see also Rice v. Biltmore Apartments Co.*, 141 Md. 507, 516-17 (1922) (“Whatever may be the law elsewhere, it has long been the settled law of this state

that, in the absence of some statutory provision, a successful litigant is not entitled to recover the fees paid by him to attorneys for prosecuting the litigation.”). This means that, “[o]rdinarily counsel fees are not awarded in a declaratory judgment action.” *Maryland Auto. Ins. Fund v. Sparks*, 42 Md. App. 382, 395 (1979) (citing *New Carrollton v. Belsinger Signs*, 266 Md. 229 (1972)).

Appellees point us to no statutory provision to authorize the award of attorneys’ fees in the underlying action. We discern no error in the circuit court’s grant of FOL’s motion to strike the plaintiffs’ request for attorney’s fees.

**JUDGMENTS OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY AFFIRMED;
COSTS TO BE PAID BY APPELLANT.**

Maryland Judiciary Case Search

NOTICE: Available

Case Detail

Case Information

Court System: **Circuit Court For Baltimore County - Civil**
Location: **Baltimore County Circuit Court**
Case Number: **03-C-16-008420**
Title: **Zoll, et al vs Friends Of Lubavitch Inc**
Case Type: **Other Civil**
Filing Date: **08/12/2016**
Case Status: **Closed**
Judicial Officer: **Alexander, Jan Marshall**

Other Reference Numbers

Case Appealed: **CSA-REG-3061-2018**
Petition Filed: **COA-PET-0074-2021**

Involved Parties Information

Converted Fee Party

Name: **FeeParty, Converted**

Plaintiff

Name: **Aigburth Manor Assn Of Towson Inc**

Address: **P O Box 21043**

City: **Towson** State: **MD** Zip Code: **21286**

Attorney(s) for the Plaintiff

Name: **McCann, Michael R**

Appearance Date: **08/12/2016**

Removal Date: **02/15/2019**

Address Line 1: **Michael R McCann P A**

Address Line 2: **118 W Pennsylvania Ave**

City: **Towson** State: **MD** Zip Code: **21204**

Defendant

Name: **Friends Of Lubavitch Inc**

Address: **14 Aigburth Road**

City: **Towson** State: **MD** Zip Code: **21286**

Attorney(s) for the Defendant

Name: **Baker, Robert C III**
Appearance Date: **12/10/2018**
Address Line 1: **Neuberger, Quinn, Gielen, Rubin & Gibber, PA**
Address Line 2: **One South Street**
Address Line 3: **27th Floor**
City: **Baltimore** State: **MD** Zip Code: **21202**

Name: **LEPPERT, CYNTHIA L**
Appearance Date: **12/10/2018**
Removal Date: **12/26/2018**
Address Line 1: **Law Office of Cynthia Leppert**
Address Line 2: **300 E Lombard St., Suit 840**
City: **BALTIMORE** State: **MD** Zip Code: **21202**

Name: **MANUELIDES, KIMBERLY**
Appearance Date: **09/14/2016**
Removal Date: **12/20/2018**
Address Line 1: **McNees Wallace & Nurick LLC**
Address Line 2: **600 Washington Avenue Suite 300**
City: **TOWSON** State: **MD** Zip Code: **21204**

Name: **BOYLE, BRIAN M**
Appearance Date: **11/23/2021**
Address Line 1: **Berman, Boyle & Engel LLC**
Address Line 2: **1777 Reisterstown Road**
Address Line 3: **Ste 265**
City: **Baltimore** State: **MD** Zip Code: **21208**

Interested Person/ Party

Name: **United States Fire Insurance Co.**

Address: **11490 Westheimer Road, Ste. 300**
City: **Houston** State: **TX** Zip Code: **77252**

Attorney(s) for the Interested Person/ Party

Name: **WILLIAMS, JOEL PETER**
Appearance Date: **02/17/2022**
Address Line 1: **White and Williams, LLP**
Address Line 2: **600 Washington Ave.**
Address Line 3: **Ste 303**
City: **TOWSON** State: **MD** Zip Code: **21204**

Receiver

Name: **Dopkins, Deborah**

Address: **P O Box 323**
City: **Brooklandville** State: **MD** Zip Code: **21022**

Plaintiff

Name: **Zoll, Robin Taylor**

Address: **16 Aigburth Road**

City: **Towson** State: **MD** Zip Code: **21286**

Attorney(s) for the Plaintiff

Name: **McCann, Michael R**

Appearance Date: **08/12/2016**

Removal Date: **02/15/2019**

Address Line 1: **Michael R McCann P A**

Address Line 2: **118 W Pennsylvania Ave**

City: **Towson** State: **MD** Zip Code: **21204**

Name: **McCann, Michael R**

Appearance Date: **12/24/2021**

Address Line 1: **Michael R McCann P A**

Address Line 2: **118 W Pennsylvania Ave**

City: **Towson** State: **MD** Zip Code: **21204**

Court Scheduling Information

Event Type	Event Date	Event Time	Judge	Court Location	Court Room	Result
Hearing - Settlement	12/05/2016	10:30:00	Murphy, Edward P.	Conversion - Baltimore Circuit Court	Room 507 - 5th Floor	Reset
Hearing - Settlement	12/07/2016	09:00:00	Turnbull, John G, II	Conversion - Baltimore Circuit Court	Room 507 - 5th Floor	Concluded / Held
Trial - Court	01/10/2017	09:30:00	Nagle, John J., III	Conversion - Baltimore Circuit Court	Standby Facility	Continued
Trial - Court	01/11/2017	09:00:00	Nagle, John J., III	Conversion - Baltimore Circuit Court	Courtroom 20 - 5th Floor	Postponed
Conference - Scheduling	02/21/2017	09:15:00	Souder, Susan	Conversion - Baltimore Circuit Court	Courtroom 14 - 4th Floor	Concluded / Held
Hearing - Motion	02/28/2017	09:30:00	Souder, Susan	Conversion - Baltimore Circuit Court	Courtroom 14 - 4th Floor	Cancelled / Vacated
Trial - Court	03/24/2017	13:00:00	Souder, Susan	Conversion - Baltimore Circuit Court	Courtroom 14 - 4th Floor	Concluded / Held
Trial - Court	03/30/2017	09:30:00	Souder, Susan	Conversion - Baltimore Circuit Court	Courtroom 14 - 4th Floor	Concluded / Held
Trial - Court	03/31/2017	09:30:00	Souder, Susan	Conversion - Baltimore Circuit Court	Courtroom 14 - 4th Floor	Concluded / Held
Hearing - Motion	07/02/2018	09:30:00	Cox, Kathleen Gallogly	Conversion - Baltimore Circuit Court	Courtroom 15 - 4th Floor	Concluded / Held

Conference - Status	07/24/2018	09:00:00	Cox, Kathleen Gallogly	Conversion - Baltimore Circuit Court	Courtroom 15 - 4th Floor	Concluded / Held
Conference - Status	08/10/2018	09:00:00	Cox, Kathleen Gallogly	Conversion - Baltimore Circuit Court	Courtroom 15 - 4th Floor	Concluded / Held
Trial - Court	09/05/2018	14:00:00	Cox, Kathleen Gallogly	Conversion - Baltimore Circuit Court	Courtroom 15 - 4th Floor	Concluded / Held
Hearing - Motion	01/10/2019	14:00:00	Cox, Kathleen Gallogly	Conversion - Baltimore Circuit Court	Courtroom 15 - 4th Floor	Concluded / Held
Hearing - Status	05/03/2022	09:00:00	Alexander, Jan Marshall	CC03 - Judge Calendar	Courtroom 16 - 4th Floor	CancelledReason: Cancelled/Vacated

Judgment Information

Judgment Event Type: **Case Disposition History**

Judge:

Judgment Event Type: **Case Disposition History**

Judge:

Document Information

File Date: **08/12/2016**

Document Name: **Complaint**

Comment: **Motion: 1 Sequence: 0 Create Initials: EMH Create Date: 08/12/2016 Update Initials: RB Update Date: 04/13/2017 DCOM - Verified complaint for declaratory & injunctive relief with exhibits Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 08/12/2016 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **08/12/2016**

Document Name: **Summons Issued (Service Event)**

Comment: **Motion: 2 Sequence: 0 Create Initials: EMH Create Date: 08/12/2016 NWSU - Writ of Summons - Civil Filed: 08/12/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc Routing: 08/12/2016**

File Date: **08/12/2016**

Document Name: **Motion**

Comment: **Motion: 3 Sequence: 0 Create Initials: EMH Create Date: 08/12/2016 Update Initials: RB Update Date: 08/22/2016 MMOT - Motion for emergency temporary restraining order and for preliminary injunction Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 08/12/2016 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll Decision: Denied - 08/22/2016**

File Date: **08/12/2016**

Document Name: **Service Issued**

Comment: **ReturnDate: Sep 2 2016 12:00AM ServiceAgency: Private Process FreeText: JBJ Party Name: Friends Of Lubavitch Inc**

File Date: **09/02/2016**
Document Name: **Motion**
Comment: **Motion: 4 Sequence: 0 Create Initials: CMS Create Date: 09/02/2016 Update Initials: CMS Update Date: 09/02/2016 MMOT - Motion for Exparte Order to Shorten Time for Def to File and Answer* to Verified Complaint and Response to Motion for Preliminary Injunction* Def shall answer by September 9, 2016 Filed: 09/02/2016 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll Decision: Granted - 09/02/2016**

File Date: **09/08/2016**
Document Name: **Affidavit of Service**
Comment: **Motion: 5 Sequence: 0 Create Initials: DMK Create Date: 09/08/2016 Update Initials: DMK Update Date: 09/08/2016 DAFS - Affidavit of Service served Friends of Lubavitch on 8/29/16 through Frances Graham with Complaint and Summons Filed: 09/08/2016**

File Date: **09/09/2016**
Document Name: **Answer**
Comment: **Motion: 1 Sequence: 1 Create Initials: CMS Create Date: 09/14/2016 Update Initials: RB Update Date: 04/13/2017 DANS - Answer Filed: 09/09/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **09/09/2016**
Document Name: **Opposition to Motion**
Comment: **Motion: 3 Sequence: 1 Create Initials: CMS Create Date: 09/14/2016 Update Initials: RB Update Date: 04/13/2017 MOPP - Opposition to Motion Filed: 09/09/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **09/09/2016**
Document Name: **Request for Hearing/Trial**
Comment: **Motion: 6 Sequence: 0 Create Initials: CMS Create Date: 09/14/2016 Update Initials: RB Update Date: 04/13/2017 DRHR - Request for Hearing Filed: 09/09/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **09/23/2016**
Document Name: **Scheduling Order**
Comment: **Motion: 7 Sequence: 0 Create Initials: KGR Create Date: 09/23/2016 NSOI - Scheduling Order Filed: 09/23/2016 Routing: 09/23/2016**

File Date: **09/23/2016**
Document Name: **Notice of Discovery**
Comment: **Motion: 8 Sequence: 0 Create Initials: BT Create Date: 09/26/2016 Update Initials: RB Update Date: 04/13/2017 NSDM - Notices of Service of Discovery* Filed: 09/23/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **09/23/2016**
Document Name: **Civil Jury Trial**
Comment: **ACTUALDATE: 01/11/2017; ELAPSEDDAYSBEFORE: 90; MILESTONEDESC: TRIAL DATE is; MILESTONESTATUS: REACHED; MILESTONETYPE: E; SCHEDULEDDATE: 01/10/2017; TARGETDATE:**

12/22/2016

File Date: **10/31/2016**

Document Name: **Notice of Discovery**

Comment: **Motion: 9 Sequence: 0 Create Initials: MEC Create Date: 10/31/2016 Update Initials: RB Update Date: 04/13/2017 NSDM - Notice of Service of Discovery * Filed: 10/31/2016 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **11/22/2016**

Document Name: **Hearing Notice**

Comment: **Motion: 10 Sequence: 0 Create Initials: JMO Create Date: 11/22/2016 NHRG - Hearing Notice Filed: 11/22/2016 Routing: 11/22/2016**

File Date: **11/22/2016**

Document Name: **Result Reason: Plaintiff Counsel Schedule Conflict**

Comment:

File Date: **12/05/2016**

Document Name: **Motion for Summary Judgment**

Comment: **Motion: 11 Sequence: 0 Create Initials: HS Create Date: 12/07/2016 Update Initials: DMK Update Date: 02/03/2017 MJSM - Motion for Summary Judgment * Filed: 12/05/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc Decision: Denied - 02/03/2017**

File Date: **12/05/2016**

Document Name: **Request for Hearing/Trial**

Comment: **Motion: 12 Sequence: 0 Create Initials: HS Create Date: 12/07/2016 Update Initials: RB Update Date: 04/13/2017 DRHR - Request for Hearing (link to docket entry 110000)* Filed: 12/05/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **12/07/2016**

Document Name: **Result Reason: Decision/No Hearing**

Comment:

File Date: **12/12/2016**

Document Name: **Motion to Strike**

Comment: **Motion: 14 Sequence: 0 Create Initials: CMS Create Date: 12/14/2016 Update Initials: RB Update Date: 01/28/2017 MSTR - Motion to Strike Claim for Attorneys Fees Filed: 12/12/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc Decision: Granted - 01/27/2017**

File Date: **12/12/2016**

Document Name: **Motion to Strike**

Comment: **Motion: 15 Sequence: 0 Create Initials: CMS Create Date: 12/14/2016 Update Initials: RB Update Date: 02/09/2017 MSTR - Motion to Strike Expert Witnesses Filed: 12/12/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc Decision: Denied - 02/09/2017**

File Date: **12/14/2016**
Document Name: **Motion**
Comment: **Motion: 13 Sequence: 0 Create Initials: JBJ Create Date: 12/14/2016 Update Initials: DMK Update Date: 02/03/2017 MMOT - * Motion For Leave To File Amended Complaint To Correct Misnomer Of Plaintiffs With Exhibits Filed: 12/14/2016 Decision: Granted - 02/03/2017**

File Date: **12/19/2016**
Document Name: **Opposition to Motion**
Comment: **Motion: 13 Sequence: 1 Create Initials: RB Create Date: 12/22/2016 Update Initials: RB Update Date: 04/13/2017 MOPP - Defendant's Opposition to Plaintiff's Motion for Leave to file Amended Complaint Filed: 12/19/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **12/19/2016**
Document Name: **Request for Hearing/Trial**
Comment: **Motion: 16 Sequence: 0 Create Initials: RB Create Date: 12/22/2016 Update Initials: RB Update Date: 04/13/2017 DRHR - Request for Hearing Filed: 12/19/2016 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **12/23/2016**
Document Name: **Answer**
Comment: **Motion: 11 Sequence: 1 Create Initials: DMK Create Date: 12/28/2016 Update Initials: RB Update Date: 04/13/2017 DANS - Response to Motion for Summary Judgment Filed: 12/23/2016 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **12/30/2016**
Document Name: **Answer**
Comment: **Motion: 14 Sequence: 1 Create Initials: DMK Create Date: 01/04/2017 Update Initials: RB Update Date: 04/13/2017 DANS - Response to Motion to Strike Claim for Attorneys Fees Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 12/30/2016 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **12/30/2016**
Document Name: **Answer**
Comment: **Motion: 15 Sequence: 1 Create Initials: DMK Create Date: 01/04/2017 Update Initials: RB Update Date: 04/13/2017 DANS - Response to Motion to Strike Expert Witnesses Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 12/30/2016 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **01/11/2017**
Document Name: **Result Reason: Joint Request**
Comment:

File Date: **01/11/2017**
Document Name: **Result Reason: Joint Request**
Comment:

File Date: **01/27/2017**

Document Name: **Judge's Response**

Comment: **Motion: 15 Sequence: 2 Create Initials: RB Create Date: 01/28/2017 Update Initials: RB Update Date: 04/13/2017 DDEC - Decision Response - Motion to Strike Expert Witness is HELE FOR THE TRIAL JUDGE Filed: 01/27/2017**

File Date: **01/30/2017**

Document Name: **Hearing Notice**

Comment: **Motion: 17 Sequence: 0 Create Initials: RC Create Date: 01/30/2017 NHRG - Hearing Notice Filed: 01/30/2017 Routing: 01/30/2017**

File Date: **02/07/2017**

Document Name: **Result Reason: Hearing Terminated**

Comment:

File Date: **02/21/2017**

Document Name: **Hearing Sheet**

Comment: **Motion: 18 Sequence: 0 Create Initials: SML Create Date: 03/01/2017 Update Initials: RB Update Date: 04/13/2017 DOCP - Open Court Proceeding February 21, 2017. Hon. Susan Souder. Hearing had in re: Scheduling Conference. Scheduling Order to be filed. Filed: 02/21/2017**

File Date: **03/01/2017**

Document Name: **Result Reason: Trial/Hearing Concluded**

Comment:

File Date: **03/02/2017**

Document Name: **Scheduling Order**

Comment: **Motion: 19 Sequence: 0 Create Initials: EMH Create Date: 03/02/2017 NSOI - Scheduling Order Filed: 03/02/2017 Decision: Ruled - 03/02/2017**

File Date: **03/24/2017**

Document Name: **Hearing Sheet**

Comment: **Motion: 20 Sequence: 0 Create Initials: JSC Create Date: 03/24/2017 Update Initials: RB Update Date: 04/13/2017 DOCP - Open Court Proceeding March 24, 2017. Hon. Susan Souder. Hearing had in re: Pre-Trial Conference. Filed: 03/24/2017**

File Date: **03/24/2017**

Document Name: **Result Reason: Trial/Hearing Concluded**

Comment:

File Date: **03/27/2017**

Document Name: **Complaint - Amended**

Comment: **Motion: 21 Sequence: 0 Create Initials: RB Create Date: 03/29/2017 Update Initials: RB Update Date: 04/13/2017 DCAM - Amended Verified Complaint for Declaratory and Injunctive Relief Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 03/27/2017 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **03/29/2017**
Document Name: **Order**
Comment: **Motion: 22 Sequence: 0 Create Initials: RB Create Date: 03/29/2017 DORD - Order of court that the request for continuance is denied Filed: 03/29/2017 Decision: Ruled - 03/29/2017**

File Date: **03/30/2017**
Document Name: **Hearing Sheet**
Comment: **Motion: 23 Sequence: 0 Create Initials: JSC Create Date: 03/30/2017 Update Initials: RB Update Date: 04/13/2017 DOCP - Open Court Proceeding March 30, 2017. Hon. Susan Souder. Hearing had in re: Civil Bench Trial. Testimony taken. Defendant's motion to sequester witnesses-granted. Defendant's motion for summary judgment at end of plaintiff's case-denied. Case continued to 3/31/2017. Filed: 03/30/2017**

File Date: **03/30/2017**
Document Name: **Result Reason: Hearing Continued**
Comment:

File Date: **03/31/2017**
Document Name: **Hearing Sheet**
Comment: **Motion: 24 Sequence: 0 Create Initials: JRM Create Date: 04/03/2017 Update Initials: RB Update Date: 04/13/2017 DOCP - Open Court Proceeding March 31, 2017. Hon. Susan Souder. Hearing had in re: Civil Bench Trial. Testimony taken. Case continued from March 30, 2017. Case concluded. Order to be filed. Filed: 03/31/2017**

File Date: **03/31/2017**
Document Name: **Notice of Discovery**
Comment: **Motion: 25 Sequence: 0 Create Initials: MEC Create Date: 04/04/2017 Update Initials: RB Update Date: 04/13/2017 NSDM - Certificate of Service of Amended Complaint * Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 03/31/2017 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **04/03/2017**
Document Name: **Result Reason: Trial/Hearing Concluded**
Comment:

File Date: **04/04/2017**
Document Name: **Affidavit of Service**
Comment: **Motion: 26 Sequence: 0 Create Initials: MEC Create Date: 04/05/2017 Update Initials: MEC Update Date: 04/05/2017 DAFS - Affidavit of Service for Schmiel Kaplan Individually served a Subpoena on 03/21/17. Filed: 04/04/2017**

File Date: **04/04/2017**
Document Name: **Affidavit of Service**
Comment: **Motion: 27 Sequence: 0 Create Initials: MEC Create Date: 04/05/2017 DAFS - Affidavit of Service for Sean Brooks, Baltimore County Assessment Officer Individually served Sean Brooks with a Subpoena on 03/23/17. Filed: 04/04/2017**

File Date: **04/12/2017**

Document Name: **Supporting Exhibit**

Comment: **Motion: 28 Sequence: 0 Create Initials: JSC Create Date: 04/12/2017 DEXF - Exhibits Filed Filed: 04/12/2017 Routing: 04/12/2017**

File Date: **04/12/2017**

Document Name: **Supporting Exhibit**

Comment: **Motion: 29 Sequence: 0 Create Initials: JSC Create Date: 04/12/2017 DEXF - Exhibits Filed Filed: 04/12/2017 Routing: 04/12/2017**

File Date: **04/13/2017**

Document Name: **Opinion and Order of the Court**

Comment: **Motion: 30 Sequence: 0 Create Initials: RB Create Date: 04/13/2017 DOPC - Memorandum Opinion of the Court that the Court finds that the Setback Covenant is reasonable, valid and in full force and effect; the Court finds that the Structure violates the Setback Covenant because its is significantly closer to Aigburth Road than permitted; Plaintiff's requests for a declaratory judgment and for injunctive relief shall be granted Filed: 04/13/2017 Decision: Ruled - 04/13/2017**

File Date: **04/13/2017**

Document Name: **Order**

Comment: **Motion: 31 Sequence: 0 Create Initials: RB Create Date: 04/13/2017 DORD - Order of court that Plaintiff's request for a declaratory judgment is granted; the restrictive covenant contained in the 1950 deed is valid and in full force and effect; Plaintiff's request for an injunction is granted; Defendant shall remove the Structure and all other improvements that violate the Setback Covenant no later than March 1, 2018; Defendant shall be and hereby is enjoined from constructing any structure or other improvement that violated the Setback Covenant; Defendant to pay the open costs in this matter Filed: 04/13/2017 Decision: Granted - 04/13/2017**

File Date: **05/01/2017**

Document Name: **Affidavit of Service**

Comment: **Motion: 32 Sequence: 0 Create Initials: MEC Create Date: 05/03/2017 Update Initials: MEC Update Date: 05/03/2017 DAFS - Affidavit of Service Individually served Jeffrey D. Silverberg a Subpoena on 03/20/17.* Filed: 05/01/2017**

File Date: **05/04/2017**

Document Name: **Notice of Appeal Filed**

Comment: **Motion: 33 Sequence: 0 Create Initials: MLB Create Date: 05/05/2017 DNOA - Notice of Appeal to COSA or COA Filed: 05/04/2017**

File Date: **05/05/2017**

Document Name: **Letter**

Comment: **Motion: 34 Sequence: 0 Create Initials: MLB Create Date: 05/05/2017 DPTN - Pre Trial Hearing Letter Issued Filed: 05/05/2017 Routing: 05/05/2017**

File Date: **05/05/2017**

Document Name: **Miscellaneous Document**

Comment: **Motion: 35 Sequence: 0 Create Initials: MLB Create Date: 05/05/2017 Update Initials: KS Update Date: 07/26/2018 DMIS - Cross Appeal Filed: 05/05/2017**

File Date: **06/23/2017**

Document
Name: **Supporting Exhibit**

Comment: **Motion: 36 Sequence: 0 Create Initials: JM Create Date: 06/23/2017 DEXF - Exhibits Filed Filed: 06/23/2017 Routing: 06/23/2017**

File Date: **06/23/2017**

Document
Name: **Supporting Exhibit**

Comment: **Motion: 37 Sequence: 0 Create Initials: JM Create Date: 06/23/2017 DEXF - Exhibits Filed Filed: 06/23/2017 Routing: 06/23/2017**

File Date: **07/05/2017**

Document
Name: **Correspondence**

Comment: **Motion: 38 Sequence: 0 Create Initials: MLB Create Date: 07/05/2017 DCOR - Correspondence Filed: 07/05/2017**

File Date: **09/14/2017**

Document
Name: **Order to Proceed Without Pre-Hearing Conference**

Comment: **Motion: 39 Sequence: 0 Create Initials: JGM Create Date: 09/14/2017 Update Initials: KS Update Date: 07/26/2018 DOWP - Order to proceed w/out prehearing conf. Filed: 09/14/2017**

File Date: **11/09/2017**

Document
Name: **Original Record Sent**

Comment: **Motion: 40 Sequence: 0 Create Initials: MLB Create Date: 11/09/2017 Update Initials: KS Update Date: 07/26/2018 DRSA - Original Record sent to COSA 1 Volume, 2 Trans., Binder OF Exh., Sent To C.O.S.A. Certified Mail#7006-0810-0002-4407-4425 in 1 Large Box. Filed: 11/09/2017**

File Date: **02/28/2018**

Document
Name: **Motion**

Comment: **Motion: 41 Sequence: 0 Create Initials: DMK Create Date: 03/02/2018 Update Initials: GEW Update Date: 03/28/2018 MMOT - Motion to Extend and/or Stay Enforcement* Filed: 02/28/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc Decision: Denied - 03/28/2018**

File Date: **03/15/2018**

Document
Name: **Answer**

Comment: **Motion: 41 Sequence: 1 Create Initials: CMS Create Date: 03/19/2018 Update Initials: KS Update Date: 07/26/2018 DANS - Response to Motion to Extend and or Stay Enforcement* Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 03/15/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **04/03/2018**

Document
Name: **Letter**

Comment: **Motion: 42 Sequence: 0 Create Initials: JGM Create Date: 04/03/2018 DPTN - Pre Trial Hearing Letter Issued Filed: 04/03/2018 Routing: 04/03/2018**

File Date: **04/03/2018**

Document Name: **Notice of Appeal Filed**

Comment: **Motion: 43 Sequence: 0 Create Initials: JGM Create Date: 04/03/2018 Update Initials: KS Update Date: 07/26/2018 DNOA - Notice of Appeal to COSA or COA Filed: 04/03/2018**

File Date: **04/05/2018**

Document Name: **Motion**

Comment: **Motion: 44 Sequence: 0 Create Initials: EMH Create Date: 04/09/2018 Update Initials: RB Update Date: 05/17/2018 MMOT - Motion for seizure of property and appointment of receiver to execute judgment with exhibits * Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 04/05/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll Decision: Granted - 05/17/2018**

File Date: **04/20/2018**

Document Name: **Opposition**

Comment: **Motion: 44 Sequence: 1 Create Initials: EMH Create Date: 04/24/2018 Update Initials: KS Update Date: 07/26/2018 MOPH - Opposition with Request for Hearing with exhibits * Filed: 04/20/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **04/25/2018**

Document Name: **Order**

Comment: **Motion: 45 Sequence: 0 Create Initials: JGM Create Date: 04/25/2018 DORD - Order ORDERED, that Appellant's Motion to Stay Enforcement be, and is hereby, denied. Filed: 04/25/2018**

File Date: **05/02/2018**

Document Name: **Motion**

Comment: **Motion: 46 Sequence: 0 Create Initials: EMH Create Date: 05/07/2018 Update Initials: RB Update Date: 05/17/2018 MMOT - Amended motion for seizure of property and appointment of receiver to execute judgment * Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 05/02/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll Decision: Denied - 05/17/2018**

File Date: **06/13/2018**

Document Name: **Order to Proceed Without Pre-Hearing Conference**

Comment: **Motion: 47 Sequence: 0 Create Initials: JGM Create Date: 06/13/2018 Update Initials: KS Update Date: 07/26/2018 DOWP - Order to proceed w/out prehearing conf. Filed: 06/13/2018**

File Date: **06/13/2018**

Document Name: **Bond Filed and Approved**

Comment: **Motion: 48 Sequence: 0 Create Initials: EMH Create Date: 06/13/2018 DBAF - Approved receiver bond in the amount of \$25,000.00 * Filed: 06/13/2018**

File Date: **06/21/2018**

Document Name: **Motion**

Comment: **Motion: 49 Sequence: 0 Create Initials: BT Create Date: 06/22/2018 Update Initials: KS Update Date: 07/26/2018 MMOT - Motion For Clarification With Exhibits Filed: 06/21/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **06/21/2018**

Document Name: **Motion**

Comment: **Motion: 50 Sequence: 0 Create Initials: BT Create Date: 06/22/2018 Update Initials: KS Update Date: 07/26/2018 MMOT - Motion To Shorten Time to Respond With Exhibits Filed: 06/21/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **06/21/2018**

Document Name: **Request for Hearing/Trial**

Comment: **Motion: 51 Sequence: 0 Create Initials: BT Create Date: 06/22/2018 Update Initials: KS Update Date: 07/26/2018 DRHR - Request for Hearing Filed: 06/21/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **07/02/2018**

Document Name: **Hearing Sheet**

Comment: **Motion: 52 Sequence: 0 Create Initials: KS Create Date: 07/02/2018 Update Initials: KS Update Date: 07/26/2018 DOCP - Open Court Proceeding July 2, 2018. Hon. Kathleen G. Cox. Hearing had in re: Motions. Arguments made. Order to be filed. Filed: 07/02/2018**

File Date: **07/02/2018**

Document Name: **Result Reason: Trial/Hearing Concluded**

Comment:

File Date: **07/05/2018**

Document Name: **Order**

Comment: **Motion: 53 Sequence: 0 Create Initials: EMH Create Date: 07/05/2018 DORD - Order of Court amending court's order dated 5/15/18 (44A000) striking provision ordering sheriff to seize property subjec to these proceedings, receiver to continue efforts to establish & execute a plan for compliance, etc Filed: 07/05/2018 Decision: Ruled - 07/05/2018**

File Date: **07/06/2018**

Document Name: **Answer**

Comment: **Motion: 49 Sequence: 1 Create Initials: MAD Create Date: 07/09/2018 Update Initials: MAD Update Date: 08/15/2018 DANS - Response to Motion for Clarification and Motion for Reconsideration * Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 07/06/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll Decision: Ruled - 08/15/2018**

File Date: **07/06/2018**

Document Name: **Motion**

Comment: **Motion: 54 Sequence: 0 Create Initials: MEC Create Date: 07/09/2018 Update Initials: KS Update Date: 07/26/2018 MMOT - Motion for Fees To Court Appointed Receiver * Filed: 07/06/2018 Party: REC PartyNum: 1 PartyName: Deborah Dopkins**

File Date: **07/06/2018**
Document Name: **Motion - Reconsideration**
Comment: **Motion: 55 Sequence: 0 Create Initials: MAD Create Date: 07/09/2018 Update Initials: KS Update Date: 07/26/2018 MRCS - Response to Motion for Clarification and Motion for Reconsideration * Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 07/06/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **07/20/2018**
Document Name: **Memorandum**
Comment: **Motion: 56 Sequence: 0 Create Initials: MEC Create Date: 07/24/2018 DMEM - Memorandum in Further Support of its Motion for Clarification * Filed: 07/20/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **07/24/2018**
Document Name: **Result Reason: Trial/Hearing Concluded**
Comment:

File Date: **07/26/2018**
Document Name: **Reopen Case**
Comment: **Motion: 57 Sequence: 0 Create Initials: KS Create Date: 07/26/2018 DERR - Reopen Case (To conclude hearing) Filed: 07/26/2018**

File Date: **07/27/2018**
Document Name: **Motion and Order**
Comment: **Motion: 58 Sequence: 0 Create Initials: EMH Create Date: 07/27/2018 Update Initials: EMH Update Date: 07/27/2018 MMOR - Motion for fees to court appointed receiver Filed: 07/27/2018 Party: REC PartyNum: 1 PartyName: Deborah Dopkins Decision: Granted - 07/27/2018**

File Date: **07/27/2018**
Document Name: **Correspondence**
Comment: **Motion: 59 Sequence: 0 Create Initials: EMH Create Date: 07/27/2018 DCOR - Correspondence from Judge Cox to counsel Filed: 07/27/2018**

File Date: **08/10/2018**
Document Name: **Result Reason: Trial/Hearing Concluded**
Comment:

File Date: **08/15/2018**
Document Name: **Memorandum**
Comment: **Motion: 60 Sequence: 0 Create Initials: MAD Create Date: 08/15/2018 Update Initials: MAD Update Date: 08/15/2018 DMEM - Defendant's Memorandum in Further Support of its Motion for Clarification Filed: 08/15/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc Decision: Denied - 08/15/2018**

File Date: **08/15/2018**
Document Name: **Order**

Comment: **Motion: 61 Sequence: 0 Create Initials: MAD Create Date: 08/15/2018 DORD - Order of Court Ordered that Plaintiff's Motion for Reconsideration (paper 49001) is hereby denied. Filed: 08/15/2018 Decision: Denied - 08/15/2018**

File Date: **08/21/2018**

Document Name: **Original Record Sent**

Comment: **Motion: 62 Sequence: 0 Create Initials: MLB Create Date: 08/21/2018 DRSA - Original Record sent to COSA 2 Volumes, Sent To C.O.S.A. Certified Mail#7006-0810-0002-4405-8470 in 1 Large Envelope. Filed: 08/21/2018**

File Date: **09/05/2018**

Document Name: **Hearing Sheet**

Comment: **Motion: 63 Sequence: 0 Create Initials: KS Create Date: 09/06/2018 DOCP - Open Court Proceeding September 5, 2018. Hon. Kathleen G. Cox. Hearing had in re: One hour final arguments on recommended plan. Testimony taken. Opinion to be made. Filed: 09/05/2018**

File Date: **09/05/2018**

Document Name: **Result Reason: Trial/Hearing Concluded**

Comment:

File Date: **09/06/2018**

Document Name: **Reopen Case**

Comment: **Motion: 64 Sequence: 0 Create Initials: KS Create Date: 09/06/2018 DERR - Reopen Case Filed: 09/06/2018**

File Date: **09/10/2018**

Document Name: **Motion**

Comment: **Motion: 65 Sequence: 0 Create Initials: JBJ Create Date: 09/10/2018 Update Initials: JBJ Update Date: 09/10/2018 MMOT - motion to approve construction management and contractor designation Filed: 09/10/2018 Party: REC PartyNum: 1 PartyName: Deborah Dopkins**

File Date: **09/10/2018**

Document Name: **Order**

Comment: **Motion: 66 Sequence: 0 Create Initials: JBJ Create Date: 09/10/2018 Update Initials: JBJ Update Date: 09/10/2018 DORD - Order of Court directing defendant to pay Scott M Adashek certain specified amount as specified Filed: 09/10/2018 Decision: Ruled - 09/10/2018**

File Date: **09/19/2018**

Document Name: **Answer**

Comment: **Motion: 65 Sequence: 1 Create Initials: MEC Create Date: 09/21/2018 Update Initials: MEC Update Date: 09/21/2018 DARH - Response to Motion to Approve Construction Management and Contractor Designation and Renewed Motion to Stay. * Filed: 09/19/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **09/21/2018**

Document Name: **Opposition to Motion**

Comment: **Motion: 65 Sequence: 2 Create Initials: SMA Create Date: 09/24/2018 Update Initials: SMA Update Date: 09/24/2018 MOPP - Opposition to Motion to Approve Construction Management and Contractor Designation Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 09/21/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **10/04/2018**
Document Name: **Response/Reply**
Comment: **Motion: 65 Sequence: 3 Create Initials: EMH Create Date: 10/09/2018 DRTA - Reply to Answer * Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 10/04/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **10/04/2018**
Document Name: **Answer**
Comment: **Motion: 67 Sequence: 0 Create Initials: EMH Create Date: 10/09/2018 Update Initials: EMH Update Date: 10/09/2018 DASW - Response to def's renewed motion for stay * Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc Filed: 10/04/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **10/10/2018**
Document Name: **Reply to Opposition**
Comment: **Motion: 65 Sequence: 4 Create Initials: SMA Create Date: 10/12/2018 MREP - Receiver's Response to Motions of Plaintiff and Defendant in Opposition to Approval of Construction Management and Contractor Designation * Filed: 10/10/2018 Party: REC PartyNum: 1 PartyName: Deborah Dopkins**

File Date: **10/15/2018**
Document Name: **Motion**
Comment: **Motion: 68 Sequence: 0 Create Initials: MEC Create Date: 10/18/2018 Update Initials: RB Update Date: 11/02/2018 MMOT - Motion for Award of Attorneys Fees and Application for Supplement Relief Under Section 3-412(b) of the Courts and Judicial Proceedings Article. * Filed: 10/15/2018 Decision: Denied - 11/02/2018**

File Date: **10/30/2018**
Document Name: **Opposition**
Comment: **Motion: 68 Sequence: 1 Create Initials: MEC Create Date: 11/01/2018 Update Initials: MEC Update Date: 11/01/2018 MOPH - Opposition with Request for Hearing * Filed: 10/30/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **11/02/2018**
Document Name: **Opinion and Order of the Court**
Comment: **Motion: 69 Sequence: 0 Create Initials: RB Create Date: 11/02/2018 DOPC - Memorandum Opinion of the Court that th Receiver's Motion for Approval is granted in part. The court will authorize the Receiver to engage the services of Handy to raze the addition, with construction management overseen by Mr Adashek. The court declines to authorize moving the existing structure to replace the original home on the lot, as that would authorize the continuation of a commercial use that has been found to be non-compliant with restrictions on the property Filed: 11/02/2018 Decision: Ruled - 11/02/2018**

File Date: **11/02/2018**

Document
Name:

Order

Comment:

Motion: 70 Sequence: 0 Create Initials: RB Create Date: 11/02/2018 DORD - Order of court that the Receiver's Request for Approval of Construction Management and Contractor Designation (#65000) is GRANTED IN PART AND DENIED IN PART; the Court appointed Receiver, Deborah C Dopkin is authorized to enter into a contract for service with Handy Contract Services LLC to raze the Structure at 14 Aigburth Road; Receiver is authorized to engage the services of Scott M Adashek as necessary to manage and oversee the execution of the contract; Defendant Friends of Lubavitch shall deposit in the Receiver's Trust account the revised estimate for the cost of services by Handy Contract Services LLC to raze the home within 45 days of receipt of the final estimate, together with \$20,000 as a retainer for the services to be billed by Scott M Adashek Filed: 11/02/2018 Decision: Ruled - 11/02/2018

File Date:

11/19/2018

Document
Name:

Motion - Reconsideration

Comment:

Motion: 71 Sequence: 0 Create Initials: CMS Create Date: 11/20/2018 Update Initials: RB Update Date: 12/20/2018 MRCS - Motion to Reconsider Order Denying Motion for Attorneys Fees and Application for Supplementary Relief* Filed: 11/19/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll Decision: Denied - 12/20/2018

File Date:

11/19/2018

Document
Name:

Returned/Undeliverable Mail

Comment:

Motion: 72 Sequence: 0 Create Initials: SMA Create Date: 11/21/2018 TRPO - Returned from Post Office: Memorandum Opinion and Orders sent to Aigburth Manor Assn of Towson, Inc. * Filed: 11/19/2018

File Date:

11/29/2018

Document
Name:

Correspondence

Comment:

Motion: 73 Sequence: 0 Create Initials: GEW Create Date: 12/04/2018 DCOR - Correspondence in regards to revised proposal and attachment A from Next Day Demolition/Handy Contracting Services, LLC * Filed: 11/29/2018 Party: REC PartyNum: 1 PartyName: Deborah Dopkins

File Date:

12/03/2018

Document
Name:

Notice of Appeal Filed

Comment:

Motion: 74 Sequence: 0 Create Initials: MLB Create Date: 12/04/2018 DNOA - Notice of Appeal to COSA or COA* Filed: 12/03/2018

File Date:

12/03/2018

Document
Name:

Attorney Appearance Filed

Comment:

Motion: 76 Sequence: 0 Create Initials: CNB Create Date: 12/10/2018 Update Initials: CNB Update Date: 12/10/2018 DAAF - Attorney Appearance Filed * Filed: 12/03/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc

File Date:

12/04/2018

Document
Name:

Letter

Comment:

Motion: 75 Sequence: 0 Create Initials: MLB Create Date: 12/04/2018 DPTN - Pre Trial Hearing Letter Issued Filed: 12/04/2018 Routing: 12/04/2018

File Date:

12/07/2018

Document Name: **Opposition to Motion**

Comment: **Motion: 71 Sequence: 1 Create Initials: SMA Create Date: 12/12/2018 MOPP - Opposition to Motion for Reconsideration of Order Denying Motion for Attorney's Fees and Application for Supplementary Relief * Filed: 12/07/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **12/14/2018**

Document Name: **Miscellaneous Document**

Comment: **Motion: 77 Sequence: 0 Create Initials: MLB Create Date: 12/14/2018 DMIS - Notice Of Cross-Appeal Filed: 12/14/2018**

File Date: **12/14/2018**

Document Name: **Motion / Request - To Stay**

Comment: **Motion: 78 Sequence: 0 Create Initials: CMS Create Date: 12/18/2018 Update Initials: JBJ Update Date: 01/17/2019 MSTA - Emergency Motion to Stay Order Pending Appeal* Filed: 12/14/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc Decision: Granted - 01/17/2019**

File Date: **12/19/2018**

Document Name: **Motion/Request/Notice - Strike/Withdraw and Enter Appearance**

Comment: **Motion: 79 Sequence: 0 Create Initials: BT Create Date: 12/20/2018 DNWC - Notice of withdrawal of counsel * Filed by Attorney: Kimberly A. Manuelides Esq Filed: 12/19/2018**

File Date: **12/20/2018**

Document Name: **Attorney Appearance Terminated**

Comment: **Motion: 80 Sequence: 0 Create Initials: BT Create Date: 12/20/2018 DAPR - Attorney Appearance Removed Kimberly A Manuelides Filed: 12/20/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **12/20/2018**

Document Name: **Motion/Request/Notice - Strike/Withdraw and Enter Appearance**

Comment: **Motion: 81 Sequence: 0 Create Initials: TVD Create Date: 12/26/2018 DNWC - Notice of withdrawal of appearance * Filed: 12/20/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **12/26/2018**

Document Name: **Attorney Appearance Terminated**

Comment: **Motion: 82 Sequence: 0 Create Initials: TVD Create Date: 12/26/2018 DAPR - Attorney Appearance Removed Cynthia Leppert Filed: 12/26/2018 Party: DEF PartyNum: 1 Friends Of Lubavitch Inc**

File Date: **12/27/2018**

Document Name: **Motion to Extend Time**

Comment: **Motion: 83 Sequence: 0 Create Initials: BT Create Date: 01/04/2019 MEXT - Stipulation Extending Deadline For Plaintiffs To File Response To Defendant's Emergency Motion To Stay Order Pending Appeal Filed by PLT001-Zoll, PLT002-Aigburth Manor Assn Of Towson Inc, DEF001-Friends Of Lubavitch Inc Filed: 12/27/2018 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **01/10/2019**

Document Name: **Hearing Sheet**

Comment: **Motion: 84 Sequence: 0 Create Initials: KS Create Date: 01/10/2019 Update Initials: KS Update Date: 01/10/2019 DOCP - Open Court Proceeding January 10, 2019. Hon. Kathleen G. Cox. Hearing had in re: Motions. Arguments heard. Defendant's motion to stay-Granted. Order to be filed. Filed: 01/10/2019**

File Date: **01/10/2019**

Document Name: **Result Reason: Trial/Hearing Concluded**

Comment:

File Date: **01/31/2019**

Document Name: **Answer**

Comment: **Motion: 78 Sequence: 1 Create Initials: EMH Create Date: 01/07/2019 DANS - Answer * Filed: 01/31/2019 Party: PLT PartyNum: 1 PartyName: Robin Taylor Zoll**

File Date: **02/08/2019**

Document Name: **Miscellaneous Document**

Comment: **Motion: 85 Sequence: 0 Create Initials: MLB Create Date: 02/08/2019 DMIS - Supersedeas Bond Filed: 02/08/2019**

File Date: **02/11/2019**

Document Name: **Notice of Appeal Filed**

Comment: **Motion: 86 Sequence: 0 Create Initials: MLB Create Date: 02/11/2019 DNOA - Notice of Appeal to COSA or COA Filed: 02/11/2019**

File Date: **03/28/2019**

Document Name: **Order to Proceed**

Comment:

File Date: **05/20/2019**

Document Name: **Supporting Exhibit**

Comment:

File Date: **05/23/2019**

Document Name: **Original Record Sent**

Comment:

File Date: **11/21/2019**

Document Name: **Notice to Pick Up Exhibits**

Comment:

File Date: **03/08/2021**

Document Name: **Unreported Opinion from ACM**

Comment: **Motion to Dismiss Cross-Appeal GRANTED; Judgment of the Circuit Court for Baltimore County is AFFIRMED; Costs to be paid by Appellant**

File Date: **04/07/2021**
Document Name: **Mandate Received from Appellate Court of Maryland**
Comment: **Motion to dismiss cross-appeal granted; judgment of the Circuit Court for Baltimore County affirmed; costs to be paid by appellant.**

File Date: **04/22/2021**
Document Name: **Acknowledgement of Petition for Writ of Certiorari**
Comment:

File Date: **06/22/2021**
Document Name: **Order - Writ of Certiorari Denied**
Comment:

File Date: **09/30/2021**
Document Name: **Motion**
Comment: **** WITHDRAWN 11/04/2021** Motion to Confirm**

File Date: **09/30/2021**
Document Name: **Supporting Document**
Comment: **Demolition Schedule**

File Date: **09/30/2021**
Document Name: **Supporting Document**
Comment: **Demolition Budget**

File Date: **09/30/2021**
Document Name: **Supporting Document**
Comment: **Construction Management Contract**

File Date: **09/30/2021**
Document Name: **Certificate of Service**
Comment: **Certificate of e-Service**

File Date: **10/15/2021**
Document Name: **Response/Reply**
Comment: **Response to Motion to Confirm Memorandum Opinions and Orders**

File Date: **10/15/2021**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 1**

File Date: **10/15/2021**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 2**

File Date: **10/19/2021**
Document Name: **Correspondence**

Comment: **Letter to Hon. Ruth Ann Jakubowski**

File Date: **10/19/2021**

Document Name: **Judge's Order**

Comment: **"This court cannot mandate mediation. Parties are free to participate in private mediation and/or arbitration if both sides agree. If parties wish to schedule another settlement conference before a settlement court judge, this court may be able to accomodate this request in 2022."**

File Date: **10/20/2021**

Document Name: **Answer to Motion**

Comment: **Defendant's Response to Receiver's Motion to Confirm Memorandum Opinions and Orders**

File Date: **11/04/2021**

Document Name: **Correspondence**

Comment: **Letter to Clerk**

File Date: **11/04/2021**

Document Name: **Deficient Filing**

Comment: **Line withdrawing Motion**

File Date: **11/04/2021**

Document Name: **Certificate of Service**

Comment: **Certificate of e-service**

File Date: **11/04/2021**

Document Name: **Line**

Comment: **Line withdrawing motion**

File Date: **11/04/2021**

Document Name: **Certificate of Service**

Comment: **Certificate of e-service**

File Date: **11/05/2021**

Document Name: **Notice of Deficiency - Rule 20-203(d)**

Comment: **Multiple Submissions**

File Date: **11/08/2021**

Document Name: **Correspondence - Interoffice to Judicial Officer**

Comment: **assignment of case from Judge Ensor to Judge Alexander**

File Date: **11/09/2021**

Document Name: **Correspondence - Interoffice to Judicial Officer**

Comment: **correspondence from Judge Ensor to Judge Alexander regarding case assignment**

File Date: **11/15/2021**

Document Name: **Judge's Notes / Comments**

Comment: **noted as to corr from Judge Ensor entered 11/8/21**

File Date: **11/15/2021**
Document Name: **Judge's Notes / Comments**
Comment: **noted as to corr from Judge Ensor to Judge Alexander entered 11/9/21**

File Date: **11/22/2021**
Document Name: **Motion**
Comment: ****STRICKEN** Defendant's Motion for an Emergency Status Conference Regarding Post-Judgment Enforcement**

File Date: **11/22/2021**
Document Name: **Correspondence**
Comment: **Letter to Hon. Alexander re Courtesy Copy of Motion for an Emergency Status Conference Regarding Post-Judgment Enforcement**

File Date: **11/29/2021**
Document Name: **Judge's Notes / Comments**
Comment: **Schedule Status Conference with all necessary parties.**

File Date: **12/06/2021**
Document Name: **Stipulation**
Comment: **Stipulation Extending Time to File Response to Motion for Emergency Status Conference**

File Date: **12/07/2021**
Document Name: **Order**
Comment: **order that plt's file response to def's motion for emergency status conference regarding post-judgment reinforcement by 12/21/21**

File Date: **12/07/2021**
Document Name: **Hearing Notice Issued**
Comment: **Status Hearing - 5/3/22**

File Date: **12/21/2021**
Document Name: **Deficient Filing**
Comment: **Motion to Strike**

File Date: **12/21/2021**
Document Name: **Supporting Exhibit**
Comment: **exhibit 1**

File Date: **12/21/2021**
Document Name: **Supporting Exhibit**
Comment: **exhibit 2**

File Date: **12/21/2021**
Document Name: **Supporting Exhibit**
Comment: **exhibit 3**

File Date: **12/21/2021**
Document Name: **Notice of Deficiency - Rule 20-203(d)**
Comment: **Multiple submission**

File Date: **12/21/2021**
Document Name: **Motion**
Comment: **Motion to Strike**

File Date: **12/21/2021**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 1**

File Date: **12/21/2021**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 2**

File Date: **12/21/2021**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 3**

File Date: **12/28/2021**
Document Name: **Correspondence**
Comment: **Letter to Judges Jakubowski and Alexander**

File Date: **12/28/2021**
Document Name: **Certificate of Service**
Comment: **Certificate of EService**

File Date: **01/14/2022**
Document Name: **Order - Motion/Request/Petition Granted**
Comment: **Motion to Strike Defendant's Motion for Emergency Status Conference**

File Date: **02/17/2022**
Document Name: **Motion**
Comment: **Motion to Enforce Liability of Surety**

File Date: **02/17/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 1**

File Date: **02/17/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 2**

File Date: **02/17/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 3**

File Date: **02/17/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 4**

File Date: **02/17/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 5**

File Date: **02/17/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 6**

File Date: **02/17/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 7**

File Date: **02/17/2022**
Document Name: **Line**
Comment: **Line to Join in Motion to Enforce Liability of Surety**

File Date: **02/17/2022**
Document Name: **Certificate of Service**
Comment: **Certificate of e-service**

File Date: **03/03/2022**
Document Name: **Response/Reply**
Comment: **Response of United States Fire Insurance Company to Motion to Enforce Liability of Surety Under Supersedeas Bond**

File Date: **03/03/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 1**

File Date: **03/03/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 2**

File Date: **03/03/2022**
Document Name: **Supporting Exhibit**
Comment: **Exhibit 3**

File Date: **03/04/2022**
Document Name: **Opposition**
Comment: **Defendant's Opposition to Plaintiffs' Motion to Enforce Liability of Surety Under Supersedeas Bond**

File Date: **03/04/2022**
Document Name: **Request for Hearing/Trial**

Comment: **Request for Hearing on Plaintiffs' Motion to Enforce Liability of Surety Under Supersedeas Bond**

File Date: **03/09/2022**

Document
Name: **Order**

Comment: **Motion to Enforce Liability of Surety is GRANTED; United States Fire Insurance Co. to pay the amount of \$114,491 to the trust account of the Court-appointed receiver, Deborah Dopkin; that said payment to be remitted no later than ten (10) business days from the date of entry of this Order; the Supersedeas Bond posted in this matter on February 1, 2019 be and is hereby discharged and the surety United States Fire Insurance Company is hereby released**

File Date: **06/13/2022**

Document Name: **Deficient Filing**

Comment: **JOINT MOTION TO TERMINATE RECEIVERSHIP OF DEFENDANT S PROPERTY**

File Date: **06/13/2022**

Document Name: **Deficient Filing**

Comment: **Stipulation of Dismissal**

File Date: **06/13/2022**

Document Name: **Deficient Filing**

Comment: **Satisfaction of Judgment**

File Date: **06/13/2022**

Document Name: **Motion**

Comment: **JOINT MOTION TO TERMINATE RECEIVERSHIP OF DEFENDANT'S PROPERTY**

File Date: **06/13/2022**

Document Name: **Satisfaction of Lien / Judgment (fee)**

Comment: **Satisfaction of Judgment**

File Date: **06/14/2022**

Document Name: **Notice of Deficiency - Rule 20-203(d)**

Comment: **missing atty no. cc: R.Baker; J.Williams**

File Date: **06/14/2022**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Notice of Deficiency regarding Joint Motion to Terminate Receivership**

File Date: **06/14/2022**

Document Name: **Notice of Deficiency - Rule 20-203(d)**

Comment: **Missing AIS# and email**

File Date: **06/14/2022**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Notice of Deficiency**

File Date: **06/14/2022**

Document Name: **Notice of Deficiency - Rule 20-203(d)**

Comment: **missing phone number, email, and atty no. cc: M.McCann; R.Baker**

File Date: **06/14/2022**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Notice of Deficiency regarding Stipulation of Dismissal**

File Date: **06/14/2022**

Document Name: **Dismissal - Stipulation**

Comment: **Stipulation of Dismissal with prejudice**

File Date: **06/15/2022**

Document Name: **Order - Motion/Request/Petition Granted**

Comment: **Joint Motion to Terminate Receivership of Defendant's Property**

File Date: **06/15/2022**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Motion and Order to Terminate Receivership**

File Date: **05/12/2023**

Document Name: **Receipt of Records in ACM**

Comment:

Service Information

<u>Service Type</u>	<u>Issued Date</u>
Writ of Summons	08/12/2016

This is an electronic case record. Full case information cannot be made available either because of legal restrictions on access to case records found in Maryland Rules, or because of the practical difficulties inherent in reducing a case record into an electronic format.

IN THE MATTER OF	*	BEFORE THE
THE APPLICATION OF	*	BOARD OF APPEALS
<u>FRIENDS OF LUBAVITCH</u>	*	
<u>LEGAL OWNERS/PETITIONERS</u>	*	
FOR SPECIAL HEARING ON THE PROPERTY	*	OF
LOCATED AT 14 AIGBURTH AVENUE	*	BALTIMORE COUNTY
9 TH ELECTION DISTRICT	*	
5 TH COUNCILMANIC DISTRICT	*	CASE NO. 16-170-SPH

* * * * *

ORDER OF DISMISSAL

This matter comes to the Board of Appeals by way of an appeal filed by The Aigburth Manor Association of Towson, Inc., Paul Hartman as Vice President and individually, David Zoll, and Robin Taylor Zoll, authorized as Trustee of the Madge S. Taylor and James F. Taylor Trust, Protestants/Appellants, from a decision of the Administrative Law Judge dated April 6, 2016, in which the requested zoning relief was granted and the Ruling on the Motion for Reconsideration dated May 25, 2016, wherein the Motion was denied.

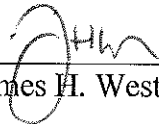
WHEREAS, the Board is in receipt of a Request to Withdraw Petition filed by Timothy M. Kotroco, Esquire on behalf of Friends of Lubavitch, Inc., Petitioner (a copy of which is attached hereto and made a part hereof); and

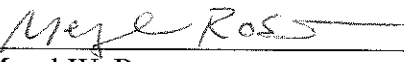
WHEREAS, said Petitioner requests that the Petition for Special Hearing that is the subject matter of this appeal be withdrawn and dismissed,

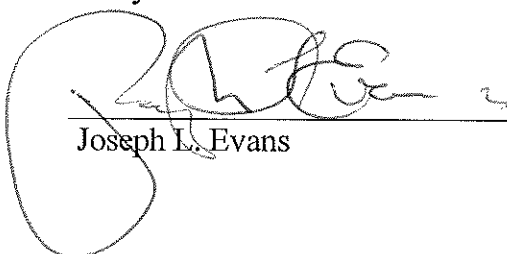
IT IS THEREFORE ORDERED this 17th day of January, 2017 by the Board of Appeals of Baltimore County that pursuant to the Board's Rules of Practice and

Procedure, Rule 3.b.2., the Petition for Special Hearing filed in Case No. 16-170-SPH, be and the same is hereby **WITHDRAWN AND DISMISSED** with prejudice.

**BOARD OF APPEALS
OF BALTIMORE COUNTY**


James H. West, Panel Chairman


Meryl W. Rosen


Joseph L. Evans

IN THE MATTER OF:

Friends of Lubavitch-

Legal Owner;

Friends of Lubavitch-

Legal Owner-D. Zoll, et al.

* BEFORE THE

* BOARD OF APPEALS

* OF

* BALTIMORE COUNTY

* CASE NO.: 16-170-SPH; 16-308-SPH

* * * * *

SUBPOENA

STATE OF MARYLAND, BALTIMORE COUNTY TO WIT:

TO: (Name, Address, County)

W. Carl Richards, Jr.

Chief, Zoning Review

111 W. Chesapeake Ave., Towson, MD

YOU ARE HEREBY COMMANDED TO: () Personally appear; () Produce documents and/or objects only; **XX** Personally appear and produce documents or objects; in

Hearing Room 2, The Jefferson Building, 105 W. Chesapeake Avenue, Towson, Maryland 21204 on
Thursday, January 12, 2017 at **10:00 A.M.** a.m./p.m.

YOU ARE COMMANDED TO produce the following documents or objects (for general purpose as stated):

The entire case file in the following case: Case No. 2015-223-SPH.

SUBPOENA REQUESTED BY:

Brian J. Murphy, Esquire

(Name of Party/Attorney)
1206 St. Paul Street

(Address/Telephone #)
Baltimore, MD 21202

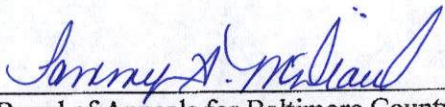
(410) 347-2030

The witness named above is hereby **ORDERED** to so appear before the Board of Appeals of Baltimore County. The Board requests () the Sheriff, (☒) Private Process Server, to issue the summons set forth herein.

RECEIVED

DEC 21 2016

BALTIMORE COUNTY
BOARD OF APPEALS


Board of Appeals for Baltimore County

8/15/11
JD WCA

IN RE: PETITION FOR SPECIAL HEARING
(14 Aigburth Road)

9th Election District
5th Councilmanic District

Friends of Lubavitch, Inc.,
Legal Owner

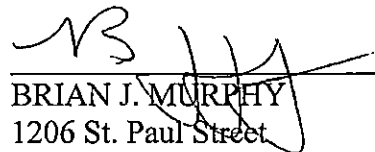
Petitioner

* BEFORE THE
* BOARD OF APPEALS
* OF BALTIMORE COUNTY
* ALJ CASE NO. 2016-0170-SPH
*
*

* * * * *

ENTRY OF APPEARANCE

Please enter my appearance on behalf of Paul Hartman, VP Aigburth Manor Association, Inc., P.O. Box 20143, Towson, MD 21284-0143; David Zoll, 16 Aigburth Road, Towson, MD 21286; Robin Taylor Zoll, Trustee, 16 Aigburth Road, Towson, MD 21286; and Paul Hartman, 18 1/2 Cedar Avenue, Towson, MD 21286.


BRIAN J. MURPHY
1206 St. Paul Street
Baltimore, MD 21202
(410) 347-2030
lawyermurphy@aol.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of August, 2016, a copy of the foregoing

Notice of Appearance was mailed to:

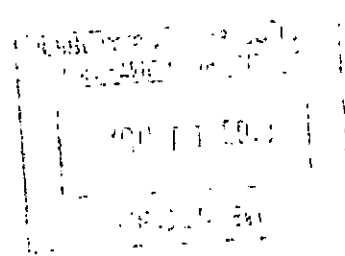
Arnold Jablon, Director
Department of Permits, Approvals and Inspections
111 West Chesapeake Avenue
Towson, MD 21204

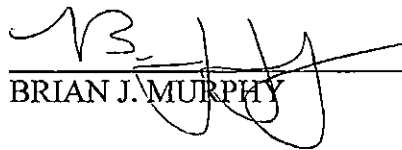
Lawrence Stahl, Esquire
John Beverungen, Esquire
Administrative Law Judges
Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 203
Towson, MD 21204

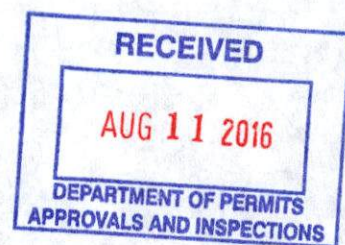
Krysundra Kannington
Board of Appeals of Baltimore County
105 West Chesapeake Avenue, Suite 103
Towson, MD 21204

Timothy Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, MD 21204

Peter Max Zimmerman, Esquire
People's Counsel for Baltimore County
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204




BRIAN J. MURPHY





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

January 17, 2017

Friends of Lubavitch, Inc.
c/o Rabbi Menachem Rivkin
14 Aigburth Road
Towson, MD 21286

Brian J. Murphy, Esquire
1206 St. Paul Street
Baltimore, MD 21202

RE: *In the Matter of: Friends of Lubavitch, Inc. – Legal Owner*
Case Nos.: 16-170-SPH

Dear Messer's Rivkin and Murphy:

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,

A handwritten signature in cursive script that reads "Sunny Cannington".

Krysundra "Sunny" Cannington
Administrator

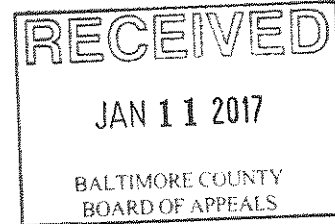
KLC/
Enclosure
Duplicate Original Cover Letter

c: J. Scott Dallas/J.S. Dallas, Inc.
Aigburth Manor Association, Inc. c/o Paul Hartman, Vice President
Paul Hartman
David Zoll
Robin Taylor Zoll, Trustee of the Madge S. Taylor and James F. Taylor Trust
Office of People's Counsel
Lawrence M. Stahl, Managing Administrative Law Judge
Andrea Van Arsdale, Director/Department of Planning
Arnold Jablon, Deputy Administrative Officer, and Director/PAI
Nancy C. West, Assistant County Attorney/Office of Law
Michael E. Field, County Attorney/Office of Law

TIMOTHY M. KOTROCO

Attorney at Law
305 Washington Avenue, Suite 502
Towson, Maryland 21204
410-299-2943
Tkotroco@gmail.com

January 11, 2017



HAND DELIVERED

The Honorable James H. West, Panel Chairman
Board of Appeals for Baltimore County
Jefferson Building, Second Floor, Suite 203
105 West Chesapeake Avenue
Towson, Maryland 21204
Attention: Krysundra "Sunny" Cannington, Administrator

Re: In the Matter of: Friends of Lubavitch, Inc., Case No. 16-170-SPH
Request for Withdrawal of Petition for Special Hearing

Dear Judge West,

The Petitioner herein, pursuant to Rule 3.b.1 & 2 of Appendix H, Rules of Practice and Procedure of the Baltimore County Board of Appeals hereby withdraws and dismisses its Petition for Special Hearing in the above referenced case.

Very truly yours,

A handwritten signature in cursive script that reads "Timothy M. Kotroco".

Timothy M. Kotroco

TMK/eak

Copy to: Judge Meryl W. Rosen
Judge Joseph L. Evans
Brian J. Murphy, Esquire Attorney for Appellants
Aigburth Manor Association, Inc., c/o Paul Hartman
David Zoll, Robert Taylor Zoll., Trustees
People's Counsel for Baltimore County



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

June 24, 2016

RECEIVED
JUN 24 2016

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

BALTIMORE COUNTY
BOARD OF APPEALS

RE: **APPEAL TO BOARD OF APPEALS**
Case Nos. 2016-0170-SPH
Location: 14 Aigburth Road

Dear Counsel:

Please be advised that an appeal of the above-referenced case was filed in this Office on June 22, 2016. 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 contact the Board at 410-887-3180.

Sincerely,


JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB/sln

- c: Baltimore County Board of Appeals
People's Counsel for Baltimore County
Kim Wood, Permits, Approvals & Inspections, Code Enforcement via e-mail
Katherine Vettori, 5 Maryland Avenue, Towson, Maryland 21286
Paul Hartman, 18 1/2 Cedar Avenue, Towson, Maryland 21286
David & Robin Zoll, 16 Aigburth Road, Towson, Maryland 21286

Florence Newman & Howard Taylor, 8 Maryland Avenue, Towson, Maryland 21286
Susan Schulze, 10 Maryland Avenue, Towson, Maryland 21286
Sally Malena, 18 Aigburth Road, Towson, Maryland 21286
Brenda Ames-Ledbetter, 9 Maryland Avenue, Towson, Maryland 21286
Jay Christopher, 18 Maryland Avenue, Towson, Maryland 21286
Wanda Coombs, 76 Cedar Avenue, Towson, Maryland 21286

* 2016-0170-SPH

Special Hearing filed 1/20/16
by Turk for Rabbi Rirkia

- Approve construction of addition to an existing SFD for additional living space for family residing.

* Order 4/6/16 Granted ACJ

* Motion for reconsideration from
Hartman, Zol (David + Robin),
+ Wanda Combs 5/4/16

* Pet. Response to motion filed 5/19/16

* ACJ motion denied, 5/25/16

* Appeal to BOA - Paul Hartman 6/22/16

IN RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
(14 Aigburth Road)		
9 th Election District	*	OFFICE OF
5 th Council District		
	*	ADMINISTRATIVE HEARINGS
Friends of Lubavitch, Inc.		
<i>Legal Owner</i>	*	FOR BALTIMORE COUNTY
Petitioner	*	Case No. 2016-0170-SPH

* * * * *

ORDER ON MOTION FOR RECONSIDERATION

Now pending is a Motion for Reconsideration filed on behalf of Paul Hartman, David & Robin Zoll and Wanda Combs ("Protestants"), to which a response has been filed by Petitioner. The majority of Protestants' motion is devoted to the doctrine of *res judicata*. This argument was earlier made by Protestants in a Motion to Dismiss filed on March 22, 2016. That argument was rejected and will not be revisited, although Protestants have certainly preserved the issue for appellate review.

Protestants also contend the Administrative Law Judge ("ALJ") should (if the April 6, 2016 Order is affirmed) impose a condition whereby the Petitioner should be required to relinquish its tax-exempt status. Protestants correctly note the SDAT records indicate the "use" of the property is "exempt," and in another portion of the record there appears the following: "char ex." This may be an abbreviation for "charitable exemption," although that is not clear. The bottom line is the ALJ has no authority to impose conditions which would dictate how the State of Maryland taxes real property. Even so, the law indicates that a religious exemption is available only for property used "exclusively" for public worship, a parsonage or educational purposes. Md. Tax Prop. Code Ann. §7-204. In light of this statute, and the cases interpreting it, Protestants may have a valid argument. But the undersigned has no authority to decide that issue.

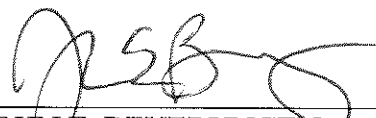
ORDER RECEIVED FOR FILING

Date 5/25/16
 By Den

The Protestants also seek clarification as to whether the Order constitutes a finding that the property is now or will in the future be used as a single-family dwelling. The April 6, 2016 Order made no finding as to the current use of the property, and the Petition did not seek such a determination. Of course, the express terms of the Order state the addition will be made to a "single family residential dwelling." To the extent the property is not used in that fashion (and the testimony of several neighbors indicated it is not) that is an issue which must be decided in a code enforcement proceeding.

WHEREFORE, IT IS ORDERED this 25th day of May, 2016 by this Administrative Law Judge, that the Motion for Reconsideration be and is hereby DENIED.

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



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:slh

ORDER RECEIVED FOR FILING
Date 5/25/16
By slh



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

May 25, 2016

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

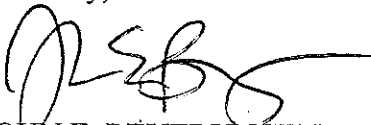
RE: Petition for Special Hearing (**Motion for Reconsideration**)
Case No. 2016-0170-SPH
Property: 14 Aigburth Road

Dear Mr. Kotroco:

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 Office of Administrative Hearings at 410-887-3868.

Sincerely,


JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:slm
Enclosure

c: Katherine Vettori, 5 Maryland Avenue, Towson, Maryland 21286
Paul Hartman, 18 ½ Cedar Avenue, Towson, Maryland 21286
David & Robin Zoll, 16 Aigburth Road, Towson, Maryland 21286
Florence Newman & Howard Taylor, 8 Maryland Avenue, Towson, Maryland 21286
Susan Schulze, 10 Maryland Avenue, Towson, Maryland 21286
Sally Malena, 18 Aigburth Road, Towson, Maryland 21286
Brenda Ames-Ledbetter, 9 Maryland Avenue, Towson, Maryland 21286
Jay Christopher, 18 Maryland Avenue, Towson, Maryland 21286
Wanda Coombs, 76 Cedar Avenue, Towson, Maryland 21286

Office of Administrative Hearings

105 West Chesapeake Avenue, Suite 103 | Towson, Maryland 21204 | Phone 410-887-3868 | Fax 410-887-3468

www.baltimorecountymd.gov



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

May 25, 2016

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: Petition for Special Hearing (Motion for Reconsideration)
Case No. 2016-0170-SPH
Property: 14 Aigburth Road

Dear Mr. Kotroco:

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 Office of Administrative Hearings at 410-887-3868.

Sincerely,

A handwritten signature in black ink, appearing to read "JEB", followed by a long horizontal flourish.

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:sln
Enclosure

- c: Katherine Vettori, 5 Maryland Avenue, Towson, Maryland 21286
Paul Hartman, 18 ½ Cedar Avenue, Towson, Maryland 21286
David & Robin Zoll, 16 Aigburth Road, Towson, Maryland 21286
Florence Newman & Howard Taylor, 8 Maryland Avenue, Towson, Maryland 21286
Susan Schulze, 10 Maryland Avenue, Towson, Maryland 21286
Sally Malena, 18 Aigburth Road, Towson, Maryland 21286
Brenda Ames-Ledbetter, 9 Maryland Avenue, Towson, Maryland 21286
Jay Christopher, 18 Maryland Avenue, Towson, Maryland 21286
Wanda Coombs, 76 Cedar Avenue, Towson, Maryland 21286

Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103 | Towson, Maryland 21204 | Phone 410-887-3868 | Fax 410-887-3468
www.baltimorecountymd.gov

Appendix 1

IN RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
(14 Aigburth Road)		
9 th Election District	*	OFFICE OF
5 th Council District		
	*	ADMINISTRATIVE HEARINGS
Friends of Lubavitch, Inc.		
<i>Legal Owner</i>	*	FOR BALTIMORE COUNTY
Petitioner	*	Case No. 2016-0170-SPH

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of a Petition for Special Hearing filed on behalf of Friends of Lubavitch, legal owner. The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R.") to approve the construction of a structural addition to an existing single family residential dwelling to be used as additional living space for the family who reside therein.

Scott Dallas, a licensed surveyor, appeared in support of the petition. Timothy M. Kotroco, Esq., represented the Petitioner. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations. Numerous community members, whose names are reflected on the sign-in sheets, opposed the request. Substantive Zoning Advisory Committee (ZAC) comments were received from the Department of Planning (DOP) and the Bureau of Development Plans Review (DPR).

The subject property is 17,122 square feet and zoned DR 5.5. The property is improved with a 1,420 sq. ft. single family dwelling. Petitioner proposes to construct an addition to the dwelling, which would bring the total to 4,024 sq. ft. Rabbi Rivkin, his wife and 4 children live in the home, and the petition states the extra space is needed to accommodate the growing family. The neighbors contend the Rabbi is "disingenuous," and that the property is in fact used for

ORDER RECEIVED FOR FILING

Date 4-6-16

By Aln

religious purposes, as they alleged in Case No. 2015-0223-SPH wherein Petitioner sought (but did not receive) approval to use the property as a religious parsonage.

This is a very unusual case, and Mr. Dallas testified he has not in over 30 years of experience dealt with a matter such as this. Petitioner cannot use the property as a church, synagogue, or community building; that much is clear from the prior order and the B.C.Z.R. But is the Petitioner entitled to construct an addition to the dwelling? Based on the testimony of Mr. Dallas, I believe the answer is "yes." He testified, without contradiction, Petitioner satisfies all height, area and bulk regulations for the DR 5.5 zone.

The B.C.Z.R. does not contain a restriction on the size of a dwelling in the DR 5.5 zone, provided the setbacks and height limitations are satisfied. Generally speaking, a 4,000 square foot dwelling is not unusual for a family of six. Nor is there a requirement in this case that the proposed structure be "compatible" with surrounding homes or the neighborhood generally. While it may be, as asserted by several community members, the proposed dwelling would be larger than surrounding homes and closer to Aigburth Road, neither of those concerns can justify the denial of a permit. In its ZAC comment the DOP suggested the proposal was not consistent with the "design guidelines of the CMDP," which seek to encourage uniform building setbacks from roadways. CMDP, p. 64. Mr. Dallas testified the cited section of the CMDP applies to "new subdivisions," and I concur. CMDP, p. 40.

So the issue really concerns the use, which the neighbors contend is religious, not residential. If that is the case, the Petitioner should be issued a zoning violation notice, and an administrative hearing would be held to determine whether the use complies with the B.C.Z.R. As noted by the DOP, the County Council recently enacted Bill No. 90-15, a Pilot Program that encompasses the subject property as well as nearby rental properties owned by Rabbi Rivkin. That

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Date 4-6-16

By DLN

law seeks to address unruly social gatherings that (among other things) generate excessive noise, trash, traffic or other impacts that threaten the quiet enjoyment of residential property. Protestants allege that such conduct is occurring at the subject property and the rental properties owned by Rabbi Rivkin. The proper venue in which to address those allegations is a code enforcement case, not a zoning special hearing.

Protestants contend a 2015 code enforcement case is still pending, and that the Administrative Law Judge (ALJ) in that case determined Petitioner was in violation. But in reviewing the file, I located a printout for Case No. CC1500406 wherein it was alleged Petitioner was "running a church from residence." The record indicated a "status" of "in compliance" as of October 19, 2015, and the case was closed. As such, based on the records in the file the property is not at the present time in violation of the zoning regulations, and that cannot be a basis upon which to deny a building permit.

THEREFORE, IT IS ORDERED this 6th day of April, 2016 by this Administrative Law Judge, that the Petition for Special Hearing pursuant to B.C.Z.R. § 500.7 to approve the construction of a structural addition to an existing single family residential dwelling to be used as additional living space for the family who reside therein, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition.

ORDER RECEIVED FOR FILING

Date 4-6-16

By Den

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



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:sln

ORDER RECEIVED FOR FILING

Date 4-6-16

By sln



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

April 6, 2016

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: Petition for Special Hearing
Case No. 2016-0170-SPH
Property: 14 Aigburth Road

Dear Mr. Kotroco:

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 Office of Administrative Hearings at 410-887-3868.

Sincerely,

A handwritten signature in black ink, appearing to read "JEB", is written over the printed name of John E. Beverungen.

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:slh
Enclosure

c: Katherine Vettori, 5 Maryland Avenue, Towson, Maryland 21286
Paul Hartman, 18 ½ Cedar Avenue, Towson, Maryland 21286
David & Robin Zoll, 16 Aigburth Road, Towson, Maryland 21286
Florence Newman & Howard Taylor, 8 Maryland Avenue, Towson, Maryland 21286
Susan Schulze, 10 Maryland Avenue, Towson, Maryland 21286
Sally Malena, 18 Aigburth Road, Towson, Maryland 21286
Brenda Ames-Ledbetter, 9 Maryland Avenue, Towson, Maryland 21286
Jay Christopher, 18 Maryland Avenue, Towson, Maryland 21286
Wanda Coombs, 76 Cedar Avenue, Towson, Maryland 21286
Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103 | Towson, Maryland 21204 | Phone 410-887-3868 | Fax 410-887-3468
www.baltimorecountymd.gov

C H E C K L I S T

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
<u>2/4</u>	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	<u>C</u>
<u>2/4</u>	DEPS (if not received, date e-mail sent _____)	<u>N/C</u>
<u>3/9</u>	FIRE DEPARTMENT PLANNING (if not received, date e-mail sent _____)	<u>C</u>
<u>1/27</u>	STATE HIGHWAY ADMINISTRATION TRAFFIC ENGINEERING	<u>no obj</u>
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____

ZONING VIOLATION (Case No. CC 1500406)
 PRIOR ZONING (Case No. _____)

NEWSPAPER ADVERTISEMENT Date: 3-10-16
 SIGN POSTING Date: 3-4-16 by O'Keefe

PEOPLE'S COUNSEL APPEARANCE Yes ☒ No ☐
 PEOPLE'S COUNSEL COMMENT LETTER Yes ☐ No ☐

Comments, if any: MOTION TO DISMISS From
Paul Hartman 3-22-16

Real Property Data Search (w3)

Guide to searching the database

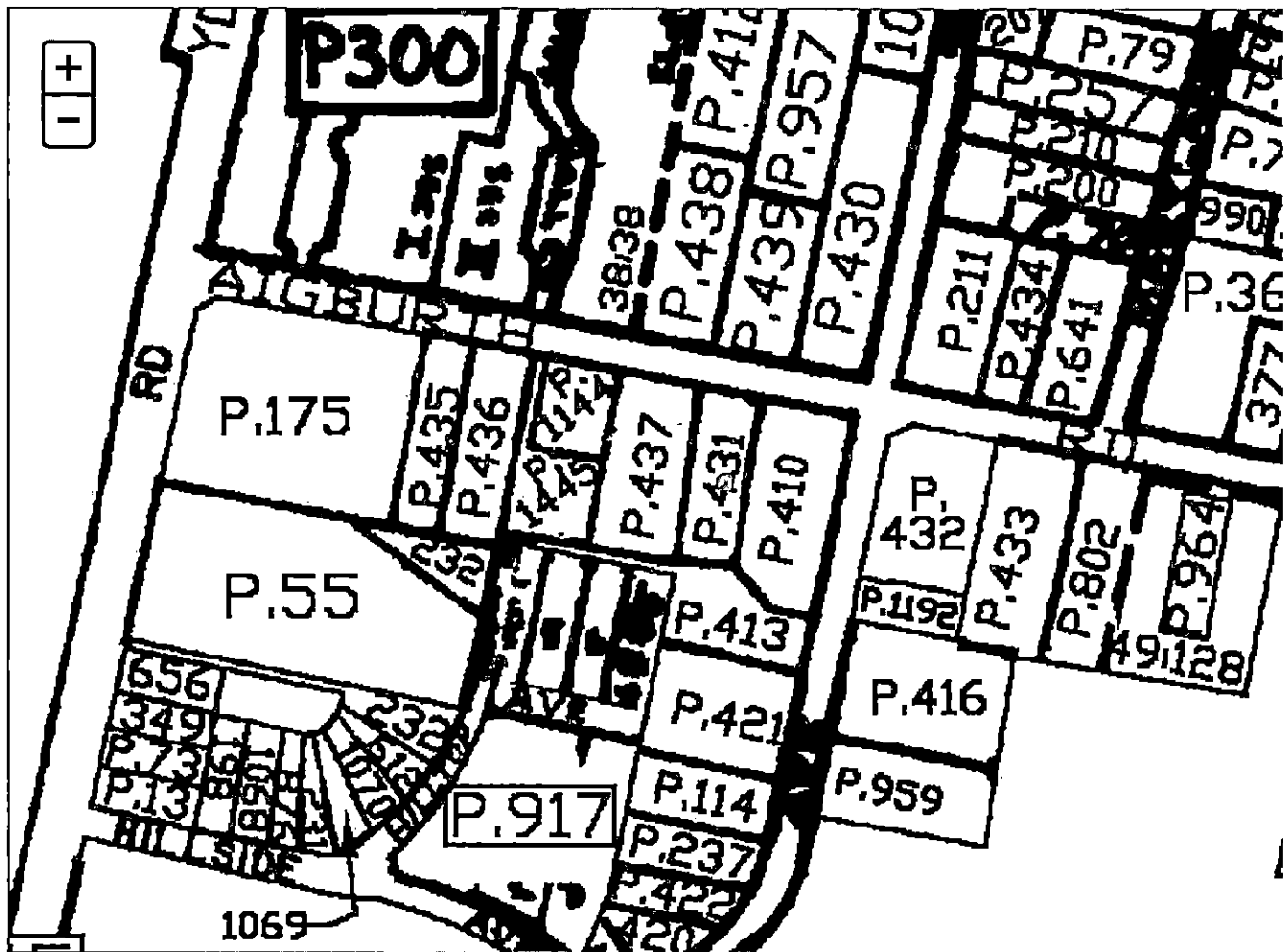
Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration			
Account Identifier:			District - 09 Account Number - 0922250090						
Owner Information									
Owner Name:			FRIENDS OF LUBAVITCH INC			Use: Principal Residence:		EXEMPT NO	
Mailing Address:			14 AIGBURTH RD TOWSON MD 21286-1103			Deed Reference:		/27395/ 00112	
Location & Structure Information									
Premises Address:			14 AIGBURTH RD 0-0000			Legal Description:		CHAR EX 14 AIGBURTH RD SS 210 W OF CEDAR AVE	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No: Plat Ref:
0070	0014	0431		0000				2014	
Special Tax Areas:					Town: Ad Valorem: Tax Class:		NONE		
Primary Structure Built			Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use
1952			2,294 SF		350 SF		17,004 SF		01
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
1 1/2	NO	STANDARD UNIT	BRICK	2 full	1 Carport				
Value Information									
			Base Value	Value As of 01/01/2014	Phase-in Assessments As of 07/01/2015 As of 07/01/2016				
Land:			112,200	96,000					
Improvements			224,200	212,300					
Total:			336,400	308,300	308,300		308,300		
Preferential Land:			0		0				
Transfer Information									
Seller: DOTT JACKSON Y Type: ARMS LENGTH IMPROVED				Date: 10/16/2008 Deed1: /27395/ 00112			Price: \$525,000 Deed2:		
Seller: DOTT JACKSON Y Type: NON-ARMS LENGTH OTHER				Date: 03/31/2008 Deed1: /26829/ 00578			Price: \$0 Deed2:		
Seller: DOTT ESTHER J Type: NON-ARMS LENGTH OTHER				Date: 11/29/1990 Deed1: /08659/ 00764			Price: \$0 Deed2:		
Exemption Information									
Partial Exempt Assessments:			Class	07/01/2015			07/01/2016		
County:			700	308,300.00			308,300.00		
State:			700	308,300.00			308,300.00		
Municipal:			700	0.00 0.00			0.00 0.00		
Tax Exempt: Exempt Class:				Special Tax Recapture: NONE					
Homestead Application Information									
Homestead Application Status: No Application									

Baltimore County

New Search (<http://sdat.dat.maryland.gov/RealProperty>)

District: 09 Account Number: 0922250090



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml (<http://www.mdp.state.md.us/OurProducts/OurProducts.shtml>).

TO: PATUXENT PUBLISHING COMPANY
Thursday, March 10, 2016 Issue - Jeffersonian

Please forward billing to:

Timothy Kotroco
305 Washington Avenue, Ste. 502
Towson, MD 21204

410-299-2943

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2016-0170-SPH

14 Aigburth Road

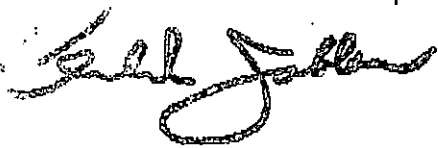
S/s Aigburth Road, 130 ft. W/of Cedar Avenue

9th Election District – 5th Councilmanic District

Legal Owners: Friends of Lubavitch, Inc. c/o Rabbi Menachem Rivkin

Special Hearing to approve the construction of a structural addition to an existing single family residential dwelling to be used as additional living space for the family who reside therein, all in accordance with the architectural drawing attached hereto; and for such other and further relief as the nature of this cause may require.

Hearing: Thursday, March 31, 2016 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

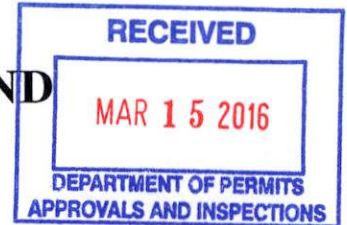


Arnold Jablon

Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM



TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: March 9, 2016

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 16-170

Duplicate

INFORMATION:

Property Address: 14 Aigburth Road
Petitioner: Friends of Lubovitch, Inc. c/o Mendel Rivkin
Zoning: DR.5.5
Requested Action: Special Hearing

The Department of Planning has reviewed the petition for a Special Hearing to determine whether or not the Administrative Law Judge should approve the construction of a structural addition to an existing single family residential dwelling to be used as additional living space for the family who resides therein.

The Department is not clear as to why a permitted residential addition to an existing dwelling to be used for living space and needing no variance relief would require such approvals. That notwithstanding, the Department does not support granting the petitioned zoning approval.

The size of the resultant structure, while meeting all setbacks still projects a massive façade towards Aigburth Road, thereby disrupting the established pattern of the existing residential improvements on either side of the subject site in terms of the structure's location relative to the road right of way. This is contrary to the building design guidelines of the CMDP (Division II, Section B, page 64) seeking to produce a unified image along the street and would make the integration of the large proposed structure into the residential street setting problematic. No interior floor plans demonstrating residential use have been provided to this Department to aid it in understanding how the ultimate structure would function as a dwelling as opposed to an institutional building. Additionally, the plan does not show if and how the entrance on the left side of the addition would qualify as an exception under BCZR 301.2.

Please be advised that the Department finds sufficient indication to give reasonable pause to consider if the use of the property with addition would in fact be solely for "*additional living space for the family who resides therein*". The Department recalls that the petitioners in zoning Case No. 15-223, being one and the same in this case, testified that the use of the property is and would be as something other than exclusively residential. While prior Case No.15-223 is certainly not being reconsidered here, it is not clear how this request is different.

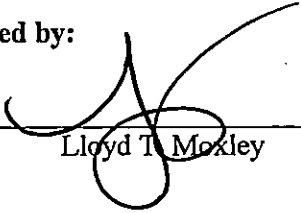
A site visit was conducted on February 5, 2016. That inspection confirmed the existence of a sign in front of the property clearly indicating that the property is a Chabad House. A simple search of the internet yields current information offered by The Jewish Information and Referral Service advertising 14 Aigburth Road as the Chabad Jewish Center at Towson and Goucher and that Shabbat Dinner and Lunch is hosted on site. Also found online is an article from the Baltimore Sun dated June 17, 2014 detailing

how the property is used as a Chabad House with clear intentions to expand. It is notable that the illustration accompanying said article showing the proposed architectural expansion is more than similar to that which was provided by the Petitioners in support of the instant case.

The property is located within the boundaries of the Southeast Towson Community Plan adopted by the Baltimore County Council on October 1998 and made part of Master Plan 2020. The plan addresses the issues of community relations with Towson University, code enforcement and property maintenance issues and suggests general strategies to address them. Among the negatives so identified in the plan were parking issues and noise emanating from parties typically associated with groups having a connection with Towson University. Council Bill 90-15, adopted by the Baltimore County Council and being effective on February 1, 2016, addresses some of those negative associations. The subject site is located within the pilot program area established in the bill. The Department recommends that any use of the property for civic, social or commercial purposes would be contrary to said community plan and the Master Plan 2020.

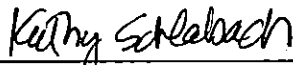
For further information concerning the matters stated herein, please contact Laurie Hay at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Kathy Schlabach

AVA/KS/LTM/ka

c: Laurie Hay, Planner
Timothy M. Kotroco, Esq.
Office of the Administrative Hearings
People's Counsel for Baltimore County

RE: PETITION FOR SPECIAL HEARING * BEFORE THE OFFICE
14 Aigburth Road; S/S of Aigburth Road, * OF ADMINISTRATIVE
130' W of c/line of Cedar Avenue * HEARINGS FOR
9th Election & 5th Councilmanic Districts * BALTIMORE COUNTY
Legal Owner(s): Friends of Lubavitch, Inc *
By Rabbi Manachem Rivkin, Agent *
Petitioner(s) * 2016-170-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.

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

JAN 29 2016

be

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of January, 2016, a copy of the foregoing Entry of Appearance was mailed to Timothy Kotroco, 305 Washington Avenue, Suite 502, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address #14 Aigburth Road which is presently zoned DR 5.5

Deed References: 27395-112 10 Digit Tax Account # 0922250090

Property Owner(s) Printed Name(s) Friends of Lubavitch, Inc.

(SELECT THE HEARING(S) BY MARKING **X** AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☒ **a Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

SEE ATTACHED

2. ☐ **a Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ☐ **a Variance** from Section(s)

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
(Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

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

I, or we, agree to pay expenses of above petition(s), 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.

Legal Owner(s) Affirmation: I / we do so 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 / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code / Telephone # / Email Address

Attorney for Petitioner:

Timothy M. Kotroco

Name- Type or Print

Signature

305 Washington Avenue, Suite 502, Towson, Maryland

Mailing Address City State

21204 / 410-299-2943 / TKotroco@gmail.com
Zip Code Telephone # Email Address

Legal Owners (Petitioners):

Friends of Lubavitch, Inc. c/o Rabbi Menachem Rivkin

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

14 Aigburth Road

Towson, Md

Mailing Address City State

21286 / 646-295-3010 / mendyriv@gmail.com
Zip Code Telephone # Email Address

Representative to be contacted:

Same As Attorney for Petitioner

Name - Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

CASE NUMBER 2016-0170-SPH Filing Date 1/20/16

Do Not Schedule Dates: Reviewer AT

DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS

ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighbor 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: 2016-0170-SPH
Petitioner: FRIENDS OF LUBAVITCH, INC
Address or Location: 41 ALBURN RD.

PLEASE FORWARD ADVERTISING BILL TO:

Name: Timothy Kotropo
Address: 305 Washington Ave Suite 502
Towson, MD 21204
Telephone Number: 410 299 2943

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

No. **134144**
 Date: **1/20/16**

PAID RECEIPT

BUSINESS ACTUAL TIME DRN
 1/21/2016 1/20/2016 11:16:54 2
 REC: W502 BALKIN JEVA JEE
 >> RECEIPT # 955395 1/20/2016 OFLN
 5 529 ZIMING VERIFICATION
 134144
 Recpt Tot \$75.00
 \$75.00 CK \$0.00 CA
 Baltimore County, Maryland

Fund	Dept	Unit	Sub Unit	Obj	Sub Obj	Dept Obj	BS Acct	Amount
001	806	0000		6150				\$75.00

Total: **\$75.00**

Rec From:

For:

14 ALGURTH RD

206-0170-CPH

DISTRIBUTION

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING
 PLEASE PRESS HARD!!!!

**CASHIER'S
 VALIDATION**

SPECIAL HEARING REQUESTED:

Special Hearing pursuant to §500.7 and §1B01.1.A.1.a of the BCZR to approve the construction of a structural addition to an existing single family residential dwelling to be used as additional living space for the family who resides therein, all in accordance with the architectural drawing attached hereto;

And for such other and further relief as the nature of this cause may require.

2016-0170-SPH

J.S. DALLAS, INC.

Surveying & Engineering

P.O. Box 26
Baldwin, MD 21013
(410)817-4600
FAX (410)817-4602

ZONING DESCRIPTION OF # 14 AIGBURTH ROAD

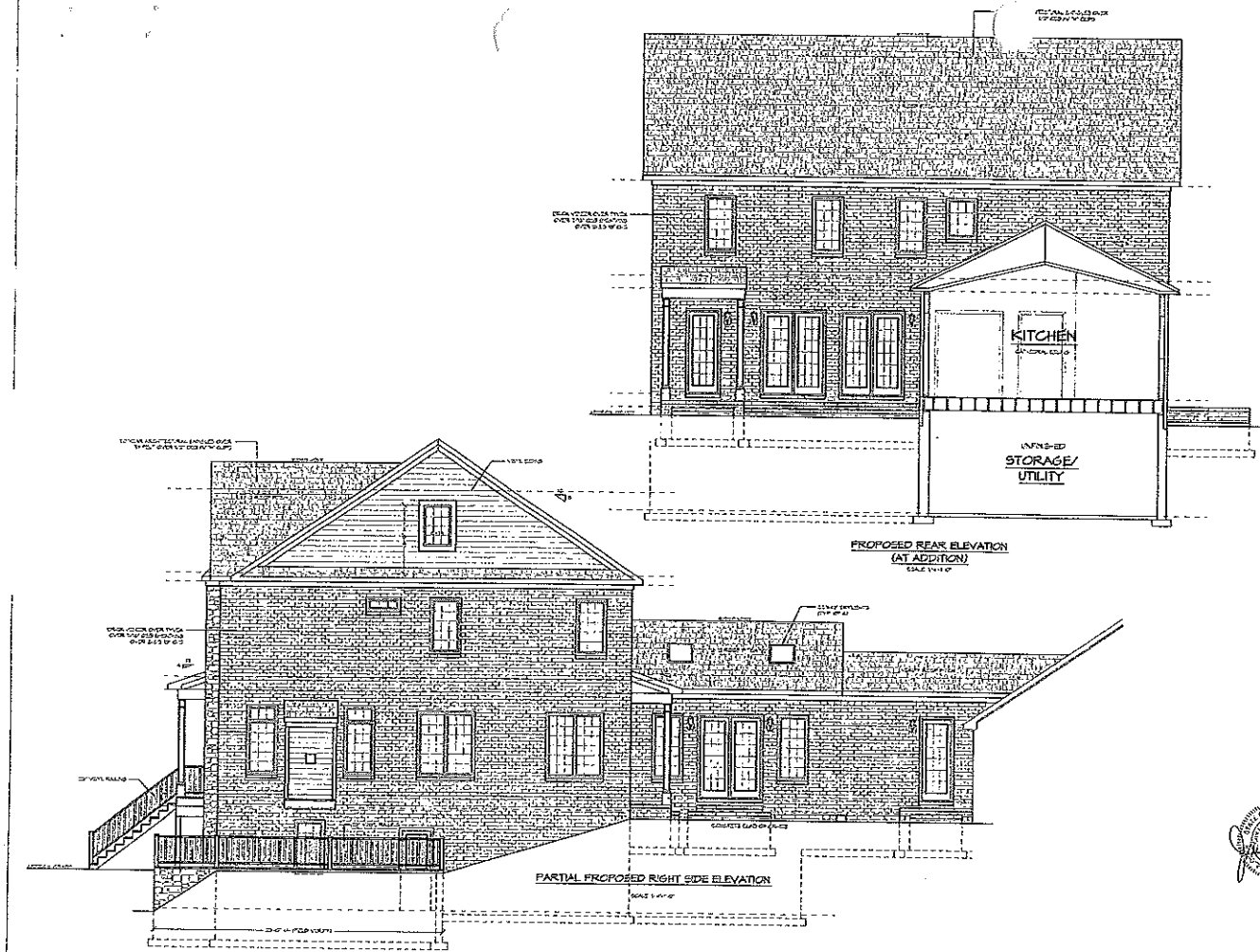
BEGINNING at a point on the south side of Aigburth Road (50 feet wide), at the distance of 130.55 feet, more or less, west of the west side of Cedar Avenue (30 feet wide)

THENCE the following courses and distances: (1) South 20 degrees 00 minutes West 218.42 feet (2) North 71 degrees 08 minutes West 76.85 feet (3) North 19 degrees 11 minutes East 218.42 feet and (4) South 71 degrees 08 minutes east 80.00 feet to the place of beginning as recorded in deed Liber 27395 folio 112 etc., containing 17,122 square feet or 0.393 acres of land, more or less. Located in the 9th election district and 5th council district.

2016-0170-SPH

DATE 1/15/15
DATE 10/20/14
CITY MO. 10018





HOUSE ADDITION TO
14 ALBURN ROAD

PROJECT NUMBER
14 ALBURN ROAD
BATHING & BATH

NOTES:
1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE (IRC).
2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC).
3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).



14 ALBURN ROAD

DATE: 10/10/16
BY: [Signature]
FOR: [Signature]
GUL CUSTOM HOME
DESIGN INC.
14 ALBURN ROAD
BATHING & BATH

2016-0170-SPH



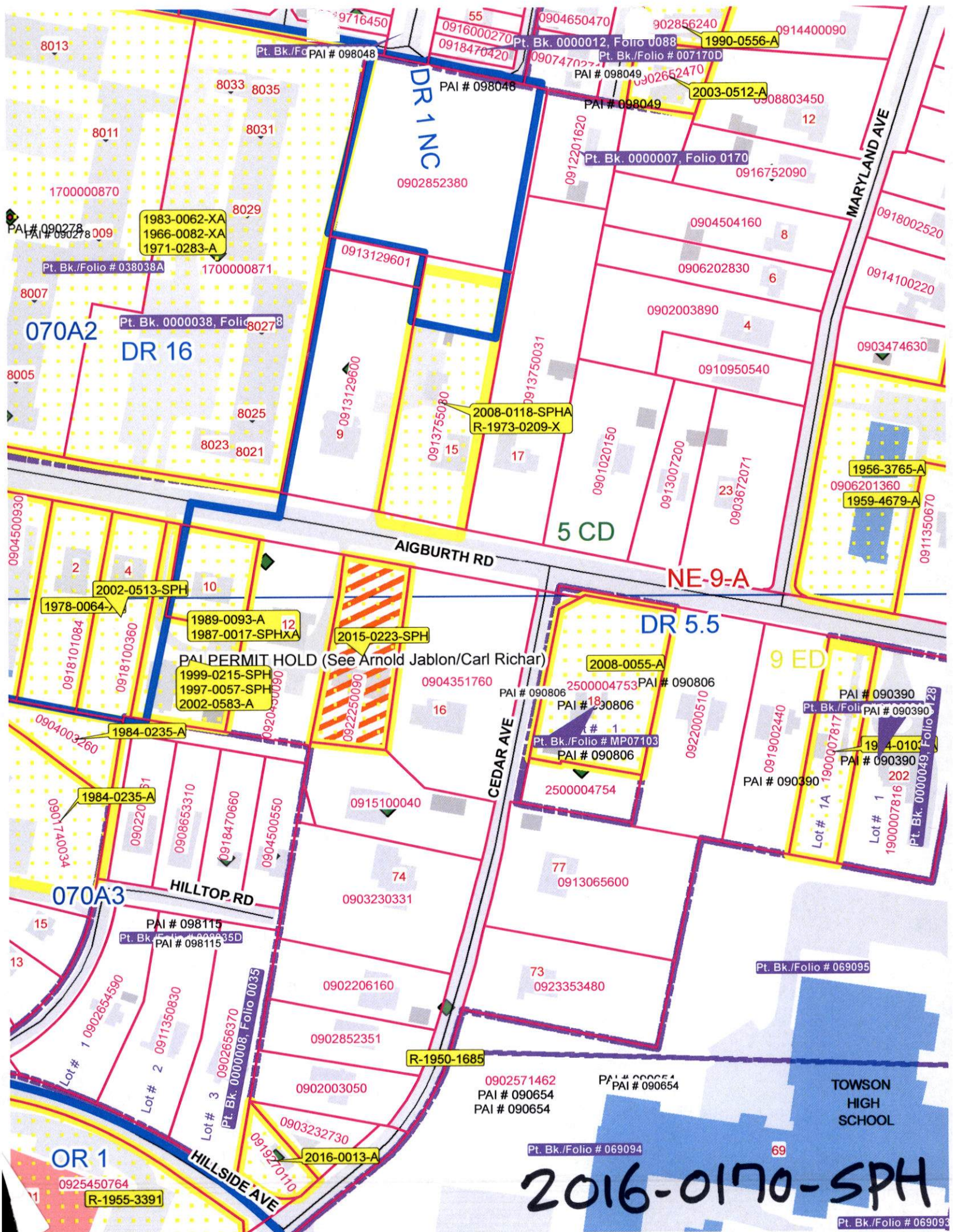
Permit Review Map

Created By
Baltimore County
My Neighborhood



This data is only for general information purposes only. This data may be inaccurate or contain errors or omissions. Baltimore County, Maryland does not warrant the accuracy or reliability of the data and disclaims all warranties with regard to the data, including but not limited to, all warranties, express or implied, of merchantability and fitness for any particular purpose. Baltimore County, Maryland disclaims all obligation and liability for damages, including but not limited to, actual, special, indirect, and consequential damages, attorneys' and experts' fees, and court costs incurred as a result of, arising from or in connection with the use of or reliance upon this data.

Printed 3/28/16



2016-0170-SPH

Pt. Bk./Folio # 069093

GENERAL NOTES:

1. OWNER: FRIENDS OF LUBAVITCH INC
C/O RABBI MENACHEM RIVKIN, AGENT
14 AIGBURTH ROAD
TOWSON, MD. 21286
PHONE 646-295-3010

3. BUILDING AREAS:
EX DWG. 1420 Sq. Ft.
PROPOSED ADDITION 2604 Sq. Ft.
TOTAL 4024 Sq. Ft.

4. UTILITIES:
PUBLIC SEWER
PUBLIC WATER
PUBLIC STORM DRAIN

5. THE SITE LIES WITHIN ZONE "X" AS SHOWN
ON F.I.R.M. 2400100265F DATED SEPTEMBER 26, 2008.

6. EX. STRUCTURE = 25' HIGH
7. DEED REF.: SM 27395 / 112
8. TAX ACCOUNT: #0922250090
9. COUNCILMANIC DISTRICT: 5TH
10. CENSUS TRACT: 490800

11. WATERSHED: BACK RIVER

12. ZONING: DR 5.5
(PER BALTO. CO. "MY NEIGHBORHOOD" WEBSITE)

13. TAX MAP: #0070, PARCEL 0431

14. PREVIOUS ZONING CASES ON FILE:
SEE CASE NO. 2015-0223-SPH SHOWN HEREON

15. NO KNOWN PERMITS ON FILE.

16. NO KNOWN PREVIOUS DRC MEETINGS

17. THE SITE DOES NOT LIE WITHIN THE CHESAPEAKE BAY
CRITICAL AREA.

18. THERE ARE NO HISTORIC FEATURES ON THE SITE NOR
IS THE SITE ITSELF HISTORIC.

19. P - DENOTES PROPOSED PORCH, STEPS OR WALK AREA

20. SITE AREA. 17,122 Sq. Ft. 0.393 Ac+-

21. TOPOGRAPHY SHOWN HEREON PER
BALTO. CO. "MY NEIGHBORHOOD" WEBSITE

22. HEIGHT OF PROPOSED ADDITION: 47 FEET HIGH +- PER BUILDING PLANS

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
(14 Aigburth Road) * OFFICE OF
9th Election District * ADMINISTRATIVE HEARINGS
5th Council District * FOR BALTIMORE COUNTY
Friends of Lubavitch Inc. *
Legal Owner *
Petitioner * Case No. 2015-0223-SPH

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of a Petition for Special Hearing filed on behalf of Friends of Lubavitch Inc., legal owner. The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R.") to confirm continued use of the subject property as a residential parsonage with an accessory use for religious worship and religious education.

THEREFORE, IT IS ORDERED this 26th day of June, 2015 by this Administrative Law Judge, that the Petition for Special Hearing pursuant to B.C.Z.R. § 500.7 to confirm continued use of the subject property as a residential parsonage with an accessory use for religious worship and religious education, be and is hereby DENIED.

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

JOHN E. BEVERUNGEN

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
(14 Aigburth Road) * OFFICE OF
9th Election District * ADMINISTRATIVE HEARINGS
5th Council District * FOR BALTIMORE COUNTY
Friends of Lubavitch, Inc. *
Legal Owner *
Petitioner * Case No. 2015-0223-SPH

ORDER ON
MOTION FOR RECONSIDERATION

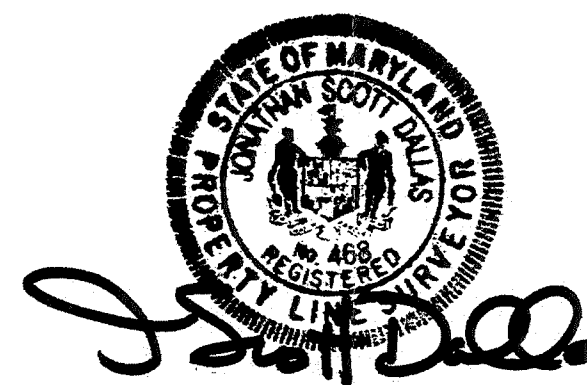
Now pending is a request for clarification filed by Petitioner, which will be treated as a motion for reconsideration. The community has filed an opposition to that request. Having reviewed both papers, I will deny the motion.

WHEREFORE, for the foregoing reasons, IT IS ORDERED this 10th day of August, 2015 that the Motion for Reconsideration filed by Petitioner be and is hereby DENIED.

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

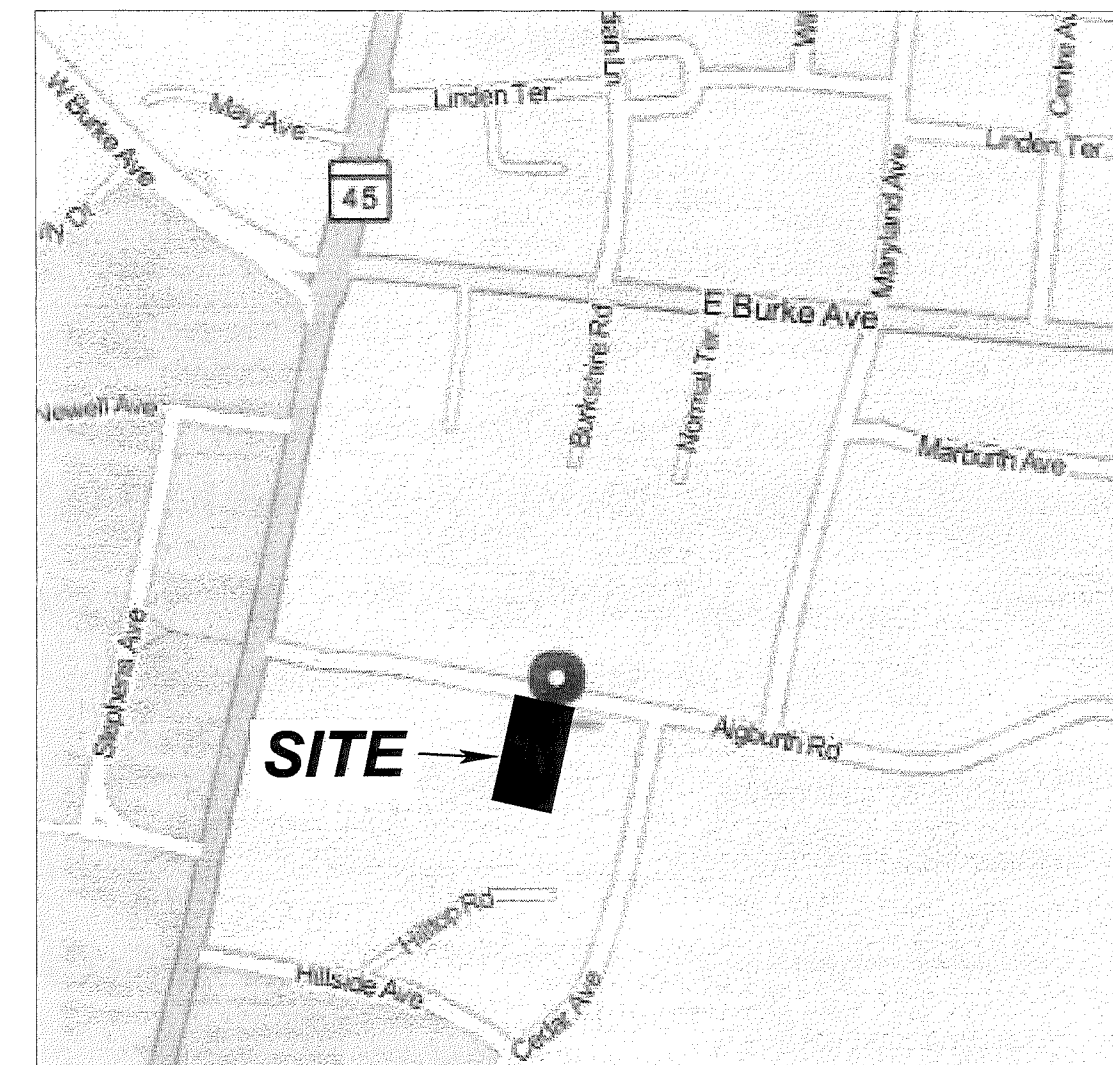
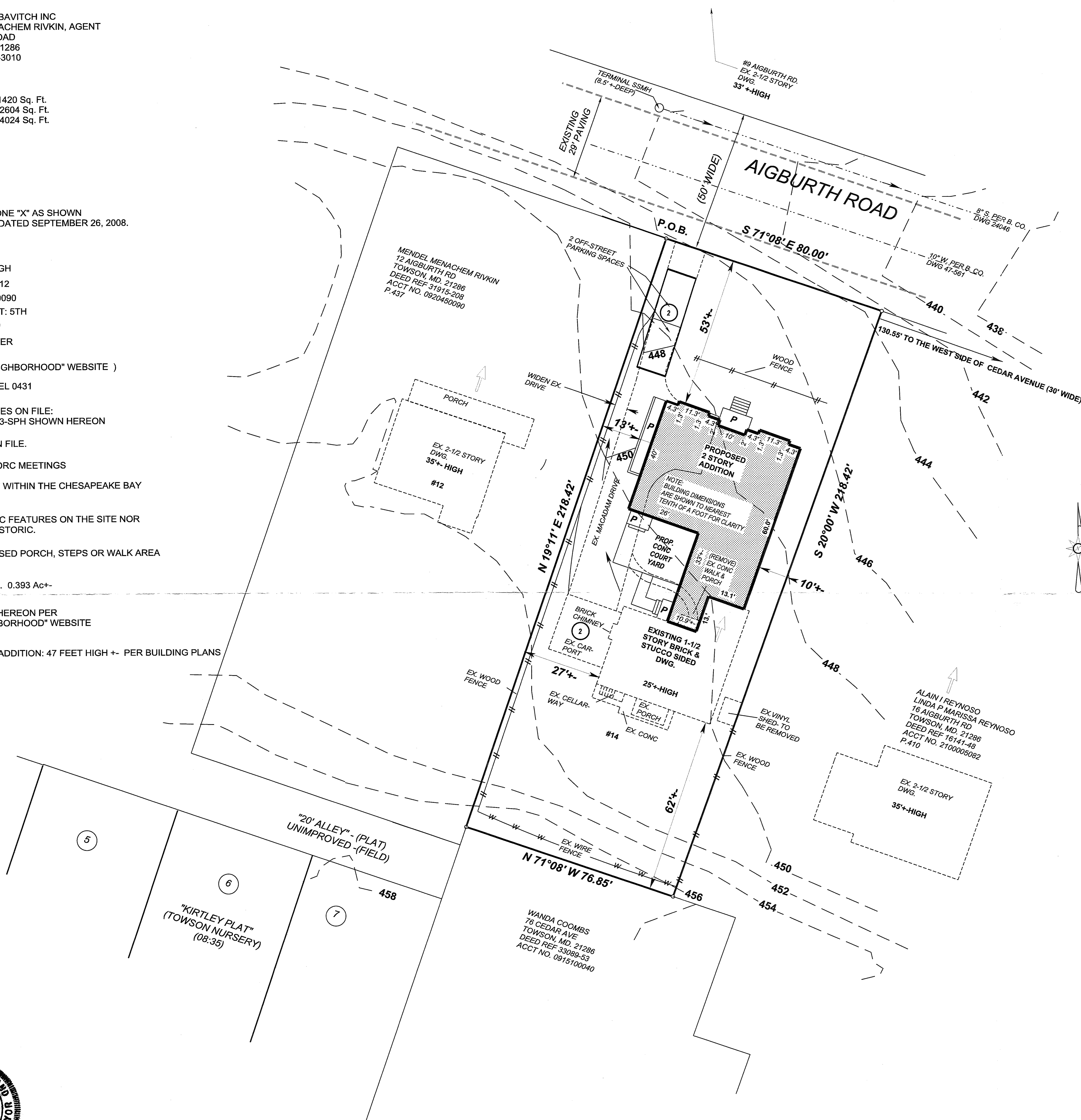
JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

J.S. DALLAS, INC.
SURVEYING & ENGINEERING
P.O. BOX 26
BALDWIN, MD. 21013
(410) 817-4600



01-13-2016

DATE:



VICINITY MAP
NOT TO SCALE

PLAN TO ACCOMPANY PETITION
FOR SPECIAL HEARING
#14 AIGBURTH ROAD

REASON FOR
SPECIAL HEARING:

APPROVE THE CONSTRUCTION OF A
STRUCTURAL ADDITION TO AN
EXISTING SINGLE FAMILY DWELLING

DEED REFERENCE
SM27395-112
MAP 0070 PARCEL 0431
9TH ELECTION DISTRICT
BALTIMORE COUNTY, MD.

FILE NAME		
15-1522.TRV		
SCALE	DATE	DRAWN BY
20 Ft/In	1-14-2016	R.N.G.
JOB	REVISION	SHEET
AIGBURTH RD	1/1	1/1

2016-0170-SPH