

M E M O R A N D U M

DATE: January 4, 2019
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2019-0103-A – Appeal Period Expired

The appeal period for the above-referenced case expired on January 3, 2019. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: ✓ Case File
Office of Administrative Hearings

/dlw

IN RE: PETITION FOR VARIANCE

(12416 Hunters Glen)

4th Election District

2nd Council District

DKW Non-GST Trust

Legal Owner

Petitioner

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BEFORE THE OFFICE

OF ADMINISTRATIVE

HEARINGS FOR

BALTIMORE COUNTY

CASE NO. 2019-0103-A

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for Baltimore County as a Petition for Variance filed by DKW Non-GST Trust, legal owner of the subject property ("Petitioner"). Petitioner is requesting variance relief from Section 1A04.3 of the Baltimore County Zoning Regulations ("BCZR") to permit a proposed single-family dwelling with side yard setbacks as close as 35 feet in lieu of the minimum required 50 feet; and to amend the Final Development Plan ("FDP") of Worthington Valley, Lot No. 34 only. A site plan was marked as Petitioner's Exhibit 1.

Landscape architect Jamie Brown and David Wells appeared in support of the petition. Christopher D. Mudd, Esq. represented Petitioner. There were no Protestants or interested citizens in attendance. The Petition was advertised and posted as required by the BCZR. A substantive Zoning Advisory Committee ("ZAC") comment was received from the Department of Planning ("DOP"). That agency did not oppose the request.

The site is approximately 1.85 acres in size and is zoned RC-5. The property is unimproved and is shown as Lot 34 of the plat of Worthington Valley, recorded in 2006 at PB 78, page 166. Petitioner proposes to construct a single-family dwelling on the lot although a variance is needed given the substantial setbacks required in the RC-5 zone.

ORDER RECEIVED FOR FILING

Date 12/4/18

By Den

A variance request involves a two-step process, summarized as follows:

- (1) It must be shown the property is unique in a manner which makes it unlike surrounding properties, and that uniqueness or peculiarity must necessitate variance relief; and
- (2) If variance relief is denied, Petitioner will experience a practical difficulty or hardship.

Cromwell v. Ward, 102 Md. App. 691 (1995).

The subject property has an irregular shape and is therefore unique. If the Regulations were strictly interpreted Petitioner would experience a practical difficulty because it would be unable to construct the proposed single-family dwelling. Finally, I find that the variance can be granted in harmony with the spirit and intent of the BCZR, and in such manner as to grant relief without injury to the public health, safety and general welfare. This is demonstrated by the absence of County and/or community opposition. In addition, Petitioner submitted letters of support from all neighbors in the immediate vicinity of the subject property. Pet. Ex. 9.

THEREFORE, IT IS ORDERED, this 4th day of **December, 2018**, by the Administrative Law Judge for Baltimore County, that the Petition for Variance to permit a proposed single-family dwelling with side yard setbacks as close as 35 feet in lieu of the minimum required 50 feet; and to amend the Final Development Plan ("FDP") of Worthington Valley, Lot No. 34 only, 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.
2. Petitioner must prior to issuance of building permits revise the site plan with a redlined note demonstrating that the project satisfies the lot coverage limitations in the RC-5 zone.

ORDER RECEIVED FOR FILING

Date 12/4/18

By Sen

3. Prior to issuance of building permits Petitioner must submit to the DOP elevations of the proposed single-family dwelling and obtain from that agency a positive finding that the RC-5 performance standards have been satisfied.

Any appeal of this decision must be made 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 12/4/18

By slh



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 12416 Hunters Glen, Owings Mills, MD 21117 which is presently zoned RC5

Deed References: 39451 / 20 10 Digit Tax Account # 2 5 0 0 0 0 1 5 1 1

Property Owner(s) Printed Name(s) DKW Non-GST Trust, David K. Wells, Trustee

(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

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

3. X a **Variance** from Section(s) . . . Section 1A04.3.B.2.b – to permit a proposed single family dwelling with side yard setbacks as close as 35 feet in lieu of the minimum required 50 feet; and to amend the Final Development Plan of WORTHINGTON VALLEY, lot #34 only.

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)

TO BE PRESENTED AT HEARING.

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

I, or we, agree to pay expenses of above 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:

DKW Non-GST Trust, David K. Wells, Trustee

Name- Type or Print

David K. Wells

Signature

615 Oak Farm Court Timonium Maryland

Mailing Address City State

21093 / /

Zip Code Telephone # Email Address

Attorney for Petitioner:

Christopher D. Mudd, Esquire

Name- Type or Print

C. Mudd

Signature Venable LLP

210 W. Pennsylvania Avenue, Ste. 500, Towson, MD

Mailing Address City State

21204 / 410-494-6365 / cdmudd@venable.com

Zip Code Telephone # Email Address

Legal Owners (Petitioners):

David K. Wells

Name #1 – Type or Print

David K. Wells

Signature #1

Name #2 – Type or Print

615 Oak Farm Court Timonium Maryland

Mailing Address City State

21117 / 443-253-8606 / wells@kennadyconsulting.com

Zip Code Telephone # Email Address

Representative to be contacted:

Christopher D. Mudd, Esquire

Name – Type or Print

C. Mudd

Signature Venable LLP

210 W. Pennsylvania Avenue, Ste. 500, Towson, MD

Mailing Address City State

21204 / 410-494-6365 / cdmudd@venable.com

Zip Code Telephone # Email Address

CASE NUMBER 2019-0103-A Filing Date 10/2/18

Do Not Schedule Dates: _____

Reviewer PCJ

**ZONING PROPERTY DESCRIPTION FOR 12416 Hunters Glen, Owings Mills,
Maryland 21117**

Beginning at a point on the West side of Hunters Glen, which is 40' wide at a distance of 1,300 feet West of the centerline of the nearest improved intersecting street Worthington Road which is 40' wide.

SUBDIVISION LOT FOR 12416 Hunters Glen, Owings Mills, Maryland 21117

Being Lot # 34, Block N/A, Section 1 in the subdivision of Worthington Valley as recorded in Baltimore County Plat Book # 78, Folio # 166, containing 1.85 acres. Located in the 4th Election District and 2nd Council District.

Item #0103



DONALD I. MOHLER III
County Executive

ARNOLD JABLON
*Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections*

October 19, 2018

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: 2019-0103-A

12416 Hunters Glen

W/s Hunters Glen, n/w of centerline of Worthington Road

4th Election District – 2nd Councilmanic District

Legal Owners: David K. Wells

Contract Purchaser/Lessee: DKW Non-GST Trust

Variance to permit a proposed single family dwelling with side yard setbacks as close as 35 ft. in lieu of the minimum required 50 ft.; and to amend the Final Development Plan of Worthington Valley, lot #34 only.

Hearing: Monday, December 3, 2018 at 11:00 a.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

AJ:kl

C: Christopher Mudd, 210 W. Pennsylvania Avenue, Ste. 500, Towson 21204
David Wells, 615 Oak Farm Court, Timonium 21117

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, NOVEMBER 13, 2018**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: THE DAILY RECORD
Tuesday, November 13, 2018 - Issue

Please forward billing to:

Barbara Lukasevich
Venable, LLP
210 W. Pennsylvania Avenue, Ste. 500
Towson, MD 21204

410-494-6279

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:

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W/s Hunters Glen, n/w of centerline of Worthington Road

4th Election District – 2nd Councilmanic District

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Contract Purchaser/Lessee: DKW Non-GST Trust

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105 West Chesapeake Avenue, Towson 21204



Arnold Jablon

Director of Permits, Approvals and Inspections for Baltimore County

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- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

CERTIFICATE OF POSTING

2019-0103-A

RE: Case No.: _____

Petitioner/Developer: _____

David K. Wells
DKW Non-GST Trust

December 3, 2018
Date of Hearing/Closing: _____

Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

Attn: Kristen Lewis:

Ladies and Gentlemen:

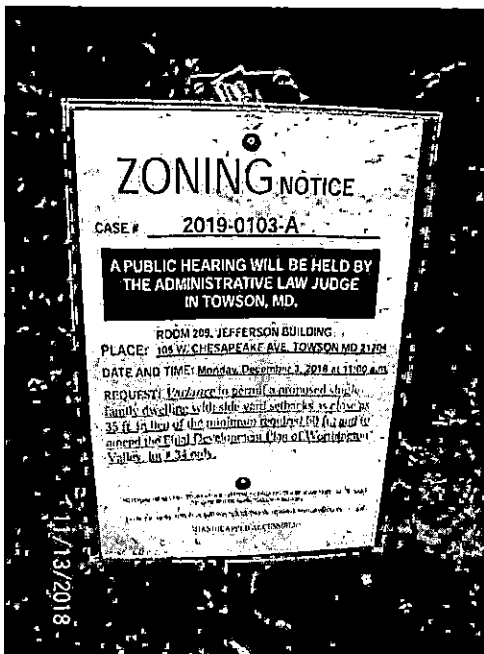
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

12416 Hunters Glen

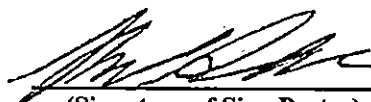
SIGN 1

November 13, 2018

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 November 13, 2018
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2019-0103-A

RE: Case No.: _____

Petitioner/Developer: _____

David K. Wells
DKW Non-GST Trust

December 3, 2018
Date of Hearing/Closing: _____

Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

Attn: Kristen Lewis:

Ladies and Gentlemen:

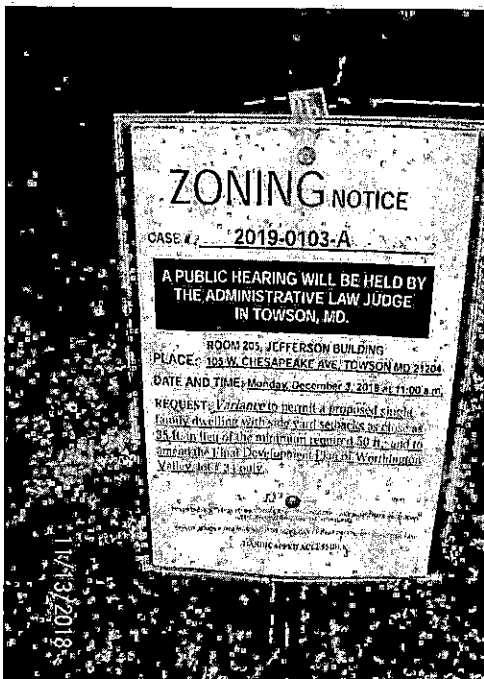
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

12416 Hunters Glen

SIGN 2

November 13, 2018

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 November 13, 2018
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

The Daily Record

11 East Saratoga Street
 Baltimore, MD 21202-2199
 (443) 524-8100

<http://www.thedailyrecord.com>

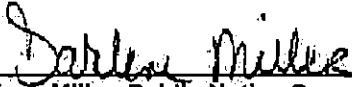
Order #: 11639116
 Case #: 2019-0103-A
 Description:

CASE NUMBER: 2019-0103-A NOTICE OF ZONING HEARING

PUBLISHER'S AFFIDAVIT

We hereby certify that the annexed advertisement was published in **The Daily Record**, a daily newspaper published in the State of Maryland 1 times on the following dates:

11/13/2018



Darlene Miller, Public Notice Coordinator
 (Representative Signature)

Baltimore County**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: 2019-0103-A

12416 Hunters Glen

W/s Hunters Glen, n/w of centerline of Worthington Road

4th Election District - 2nd Councilmanic District

Legal Owners: David K. Wells

Contract Purchaser/Lessee: DKW Non-GST Trust.

Variance to permit a proposed single family dwelling with side yard setbacks as close as 35 ft. in lieu of the minimum required 50 ft.; and to amend the Final Development Plan of Worthington Valley, lot #34 only.

Hearing: Monday, December 3, 2018 at 11:00 a.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.

n13

CERTIFICATE OF POSTING

2019-0103-A

RE: Case No.: _____

Petitioner/Developer: _____

David K. Wells
DKW Non-GST Trust

December 3, 2018

Date of Hearing/Closing: _____

Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

Attn: Kristen Lewis: _____

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

12416 Hunters Glen

SIGN 1

November 13, 2018

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 November 13, 2018
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2019-0103-A

RE: Case No.: _____

Petitioner/Developer: _____

David K. Wells
DKW Non-GST Trust

December 3, 2018

Date of Hearing/Closing: _____

Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

Attn: Kristen Lewis: _____

Ladies and Gentlemen:

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12416 Hunters Glen

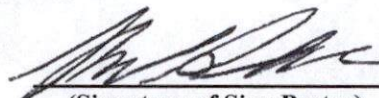
SIGN 2

November 13, 2018

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 **November 13, 2018**
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

RE: PETITION FOR VARIANCE * BEFORE THE OFFICE
12416 Hunters Glen; W/S Hunters Glen, * OF ADMINISTRATIVE
13000' NW of c/line of Worthington Road * HEARINGS FOR
4th Election & 4th Councilmanic Districts * BALTIMORE COUNTY
Legal Owner(s): David K. Wells *
Contract Purchaser(s): DKW Non-GST Trust, *
by David Wells, Trustee *
Petitioner(s) * 2019-103-A

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

RECEIVED

OCT 16 2018

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of October, 2018, a copy of the foregoing Entry of Appearance was mailed to Christopher Mudd, Esquire, 210 W. Pennsylvania Avenue, Suite 500, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/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:

Case Number: 2019-0103-A
Property Address: 12416 Hunter's Glen
Property Description: west side of Hunter's Glen, +/- 1300'
northwest of Worthington Road
Legal Owners (Petitioners): DKW Non-GST Trust, David K. Wells, Trustee
Contract Purchaser/Lessee: N/A

PLEASE FORWARD ADVERTISING BILL TO:

Name: Barbara Lukasevich
Company/Firm (if applicable): Venable, LLP
Address: 210 W. Pennsylvania Ave., Suite 500
Towson, MD 21204
Telephone Number: 410 494 6279

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

No. **176253**

Date: **10/2/08**

PAID RECEIPT

BUSINESS OFFICIAL TIME 10/03/2008 10/02/2008 12:00:00
 REC 1202 BALTIM CAN
 RECEIPT # 792002 10/02/2008 OFL
 Dept 5 528 ZONING VERIFICATION
 176253

Fund	Dept	Unit	Sub Unit	Rev Source/Obj	Sub Rev/Sub Obj	Dept	Obj	BS Acct	Amount
200	506	2000		10					150

Receipt Tot \$150.00
 \$150.00 OK \$100.00
 Baltimore County, Maryland

Total: **3150**

Rec From:

For:

zoning hearing - case # 2008-0103-A

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!

**CASHIER'S
 VALIDATION**



DONALD I. MOHLER III
County Executive

November 28, 2018

ARNOLD JABLON
*Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections*

David K. Wells
615 Oak Farm Ct.
Timonium, MD 21117

Dear Mr. Wells:

RE: Case Number: 2019-0103A, Address: 12416 Hunters Glen

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on October 2, 2018. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,


W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: MTC

Enclosures

c: People's Counsel
Christopher D. Mudd, Esq. 210 W. Pennsylvania Ave, Ste. 500 Towson, MD 21204
DKW Non- Gst Trust, David K. Wells, Trustee 615 Oak Farm Ct. Timonium, MD 21093

BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

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

DATE: 10/23/2018

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 19-103



INFORMATION:

Property Address: 12416 Hunters Glen
Petitioner: David K. Wells
Zoning: RC 5
Requested Action: Variance

The Department of Planning has reviewed the petition for a variance to permit a proposed single family dwelling with side yard setback as close as 35 feet in lieu of the minimum required 50 feet and to amend the final development plan of Worthington Valley, Lot #34.

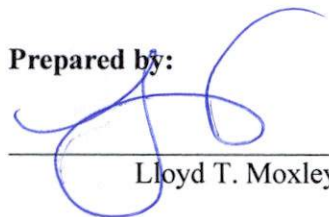
The Department has no objection to granting the petitioned zoning relief conditioned on the following:

- Petitioner will indicate the amount of proposed lot coverage and confirm on the building permit application and plan the requirements of BCZR § 1A04.3.B.3 are being met.

Please be advised that the proposal is subject to the requirements of BCZR § 1A04.4.D.1.a. Petitioners shall submit architectural elevations to the Department at the time of building permit application.

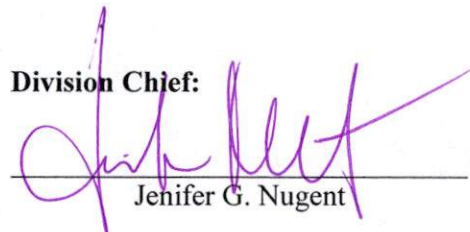
For further information concerning the matters stated herein, please contact Wally Lippincott at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Jenifer G. Nugent

AVA/JGN/LTM/

c: Wally Lippincott
Christopher D. Mudd, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

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

DATE: 10/23/2018

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 19-103

INFORMATION:

Property Address: 12416 Hunters Glen
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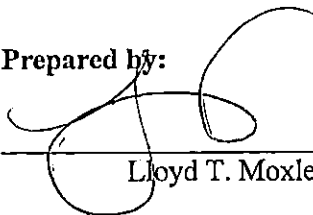
The Department has no objection to granting the petitioned zoning relief conditioned on the following:

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Please be advised that the proposal is subject to the requirements of BCZR § 1A04.4.D.1.a. Petitioners shall submit architectural elevations to the Department at the time of building permit application.

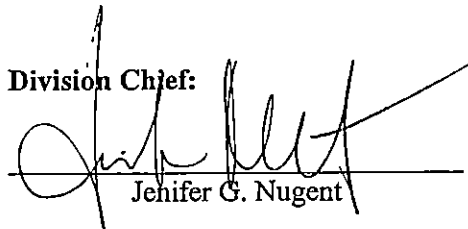
For further information concerning the matters stated herein, please contact Wally Lippincott at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Jenifer G. Nugent

AVA/JGN/LTM/

c: Wally Lippincott
Christopher D. Mudd, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals

DATE: October 23, 2018

FROM: *MCD*
Vishnu Desai, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For October 15, 2018
Item No. 2019-0100-XA, 0102-A, 0103-A, 0104-A, 0106-A, 0107-A,
0108-A, 0109-A, and 0110-A

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

*

*

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*

*

VKD: cen
cc: file

Date: 10/15/18

Ms. Kristen Lewis
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
111 West Chesapeake Avenue
Towson, Maryland 21204

Dear Ms. Lewis:

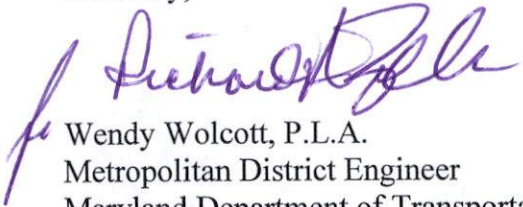
Thank you for the opportunity to review your referral request on the subject of the Case number referenced below. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Case No. 2019-0103-A

Variance

DKW - non GST Trust
12416 Hunters Glen

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

Sincerely,



Wendy Wolcott, P.L.A.
Metropolitan District Engineer
Maryland Department of Transportation
State Highway Administration
District 4 - Baltimore and Harford Counties

WW/RAZ

CASE NAME 12416 Hunters Glen
CASE NUMBER 2019-0103-A
DATE 12/3/18

[illegible]

CHECKLIST

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
10/23	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	NC
_____	DEPS (if not received, date e-mail sent _____)	_____
_____	FIRE DEPARTMENT	_____
10/24	PLANNING (if not received, date e-mail sent _____)	No Objection w/condition
10/15	STATE HIGHWAY ADMINISTRATION	No Obj
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____
ZONING VIOLATION	(Case No. _____)	
PRIOR ZONING	(Case No. _____)	
NEWSPAPER ADVERTISEMENT	Date: 11/13/18	
SIGN POSTING (1 st)	Date: 11/13/18	by SSG Black
SIGN POSTING (2 nd)	Date: 12-1-18	by " "
PEOPLE'S COUNSEL APPEARANCE	Yes ☒ No ☐	
PEOPLE'S COUNSEL COMMENT LETTER	Yes ☐ No ☐	

Comments, if any: _____

Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration		
Tax Exempt:			Special Tax Recapture:					
Exempt Class:			NONE					
Account Identifier:			District - 04 Account Number - 2500001511					
Owner Information								
Owner Name:			DKW NON GST TRUST DAVID K WELLS TRUSTEE			Use:		RESIDENTIAL
Mailing Address:			615 OAK FARM CT			Principal Residence:		NO
			TIMONIUM MD 21093-			Deed Reference:		/39451/ 00020
Location & Structure Information								
Premises Address:			12416 HUNTERS GLEN OWINGS MILLS 21117-			Legal Description:		1.8523 AC 12416 HUNTERS GLEN SWS WORTHINGTON VALLEY
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:
0050	0013	0010		0000			34	2019
Special Tax Areas:			Town:			NONE		
			Ad Valorem:					
			Tax Class:					
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use
						1.8500 AC		04
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation		
Value Information								
			Base Value		Value		Phase-In Assessments	
					As of		As of	
					01/01/2016		07/01/2018	
							As of	
							07/01/2019	
Land:			400,300		400,300			
Improvements			0		0			
Total:			400,300		400,300		400,300	
Preferential Land:			0					
Transfer Information								
Seller: SCHIEBEL KENNETH E				Date: 09/28/2017		Price: \$425,000		
Type: ARMS LENGTH VACANT				Deed1: /39451/ 00020		Deed2:		
Seller: GOODIER CLAY				Date: 03/05/2013		Price: \$405,000		
Type: ARMS LENGTH VACANT				Deed1: /33262/ 00452		Deed2:		
Seller: GOODIER CLAY				Date: 04/08/2011		Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /30698/ 00225		Deed2:		
Exemption Information								
Partial Exempt Assessments:		Class				07/01/2018		07/01/2019
County:		000				0.00		
State:		000				0.00		
Municipal:		000				0.00]		0.00]
Tax Exempt:			Special Tax Recapture:					
Exempt Class:			NONE					
Homestead Application Information								
Homestead Application Status: No Application								
Homeowners' Tax Credit Application Information								
Homeowners' Tax Credit Application Status: No Application						Date:		

JB 12-3-18
11 Am

Debra Wiley

From: SGT ROBERT BLACK <1opie@comcast.net>
Sent: Sunday, December 02, 2018 6:29 PM
To: Barbara A. Lukasevich; cdmudd@venable.com; DKarceski@Venable.com; Administrative Hearings
Subject: Recertification's For 2019-0103-A AND 2019-0088-A
Attachments: Re-Cert 1 2019-0103-A.doc; Re-Cert 2 2019-0103-A.doc; Re-Cert 1 20019-0088-A.doc; Re-Cert 2 20019-0088-A.doc; Re-Cert 3 20019-0088-A.doc; Re-Cert 4 20019-0088-A.doc; Re-Cert Groups 1 & 2 20019-0088-A.doc

Certificate's for 12416 Hunters Glen and 5361 Nottingridge Road.



CERTIFICATE OF POSTING

2019-0103-A

RE: Case No.: _____

Petitioner/Developer: _____

David K. Wells
DKW Non-GST Trust

December 3, 2018

Date of Hearing/Closing: _____

Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

Attn: Kristen Lewis:

Ladies and Gentlemen:



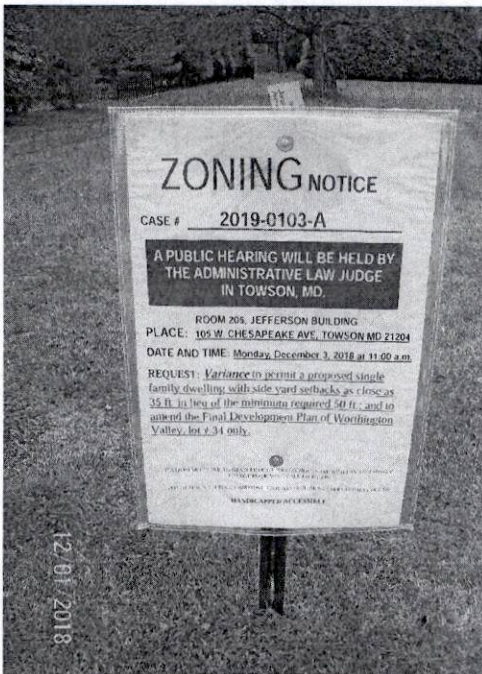
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

12416 Hunters Glen

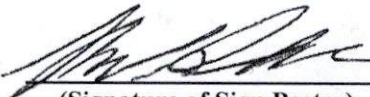
SIGN 1 Recertification

November 13, 2018

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 December 1, 2018
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2019-0103-A

RE: Case No.: _____

Petitioner/Developer: _____

David K. Wells
DKW Non-GST Trust

December 3, 2018

Date of Hearing/Closing: _____

Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

Attn: Kristen Lewis:

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

12416 Hunters Glen

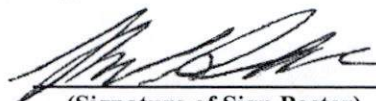
SIGN 2 Recertification

November 13, 2018

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 December 1, 2018
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

May 31, 2018

Everett,

As per our conversation today, the ARC committee at Worthington Valley has reviewed and is in support of the 15 foot variance for the setback for the residence for 12416 Hunters Glen. The ARC committee believes that the proposed setback for this well designed home will still provide a look consistent with other houses on the street and so is not considered an issue by the ARC. As per the declarations of the development of Worthington Valley, the ARC will also provide additional feedback on landscaping associated with the final building product prior to occupancy.

We look forward to seeing this beautiful home being finished !

Sincerely

Andrea Dunlap&

Clay Goodier

PETITIONER'S

EXHIBIT NO.

9

Wells Residence
12416 Hunters Glen
Owings Mills, MD 21117

Variance Request

I am aware that our new neighbors, Mr. David & Mrs. Nancy Wells, will be building their new home at 12416 Hunters Glen. We believe that the design of their new home will be beautiful and complimentary to our neighborhood.

Their lot is pie-shaped at the front, creating a pinch-point of their side-setbacks toward the front of their property. They have asked us if we would be okay if they requested up to a 15' variance to each of the side setbacks, only at the angled portions, so that their home could be brought forward, closer to their front-yard setback.

We have reviewed the drawings with their architect and understand that it will not be crossing its side-yard setbacks, relative to the perpendicular property lines, but only how they relate to the cul-de-sac. We also understand that the house will remain behind the existing front-yard setback from the street.

We are comfortable with their request and are happy to support them moving forward with this request for variance.

Andrea Dunlap
Home Owner's Name (Printed)

AD
Home Owner's Name (Signature)

12415 + 12413 Hunters Glen
Home Owner's Address

within 300 yards, on same sheet
Home's Proximity

6/8/18
Date

Wells Residence
12416 Hunters Glen
Owings Mills, MD 21117

Variance Request

I am aware that our new neighbors, Mr. David & Mrs. Nancy Wells, will be building their new home at 12416 Hunters Glen. We believe that the design of their new home will be beautiful and complimentary to our neighborhood.

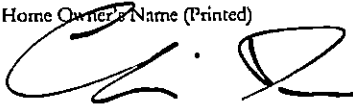
Their lot is pie-shaped at the front, creating a pinch-point of their side-setbacks toward the front of their property. They have asked us if we would be okay if they requested up to a 15' variance to each of the side setbacks, only at the angled portions, so that their home could be brought forward, closer to their front-yard setback.

We have reviewed the drawings with their architect and understand that it will not be crossing its side-yard setbacks, relative to the perpendicular property lines, but only how they relate to the cul-de-sac. We also understand that the house will remain behind the existing front-yard setback from the street.

We are comfortable with their request and are happy to support them moving forward with this request for variance.

Chris Davis

Home Owner's Name (Printed)



Home Owner's Name (Signature)

12426 Hunters Glen

Home Owner's Address

End of cul de sac

Home's Proximity

8/14/18

Date

Wells Residence
12416 Hunters Glen
Owings Mills, MD 21117

Variance Request

I am aware that our new neighbors, Mr. David & Mrs. Nancy Wells, will be building their new home at 12416 Hunters Glen. We believe that the design of their new home will be beautiful and complimentary to our neighborhood.

Their lot is pie-shaped at the front, creating a pinch-point of their side-setbacks toward the front of their property. They have asked us if we would be okay if they requested up to a 15' variance to each of the side setbacks, only at the angled portions, so that their home could be brought forward, closer to their front-yard setback.

We have reviewed the drawings with their architect and understand that it will not be crossing its side-yard setbacks, relative to the perpendicular property lines, but only how they relate to the cul-de-sac. We also understand that the house will remain behind the existing front-yard setback from the street.

We are comfortable with their request and are happy to support them moving forward with this request for variance.

Trisha Muller

Home Owner's Name (Printed)

Trisha Muller

Home Owner's Name (Signature)

12425 Hunters Glen

Home Owner's Address

across the street

Home's Proximity

June 19, 2018

Date

J. E. SCHRAM ARCHITECT

— ARCHITECTURE & PLANNING —

To Whom it may Concern,

We have been working with Mr. David and Mrs. Nancy Wells on the design of their new home on Hunters Glen in Worthington Green in Owings Mills. Due to the atypical lot conditions, we are submitting to request a variance to two specific and limited portions of the side yard setbacks.

The property resides along a cul-de-sac and is therefore a pie-shaped area toward its front. However, the rear portion of the lot is more conventional in shape, form and size. Unfortunately, this particular parcel is also interrupted by a couple of rear drainage easements, an existing well and a large, neighborhood tree screen.

Per these conditions, the angled portions of the side yard setback slide the house rearward, toward all of the existing obstructions and dramatically limiting the functional area of the rear yard, and placing much more space than is necessary into the front yard.

Our request, is not that we are able to move the house closer to either of its neighbors, but only closer to the street setback, so that it can address the neighborhood in a similar fashion as consistent throughout the community, and gain a more usable, private rear yard.

In order to do this, we are proposing a 15' variance to the diagonal portions of the two side yard setbacks, to where they would now join the street setback and remaining side yard conditions.

We have received a letter of support from the neighborhood's Home Owner's Association, along with all of the immediate surrounding neighbors. All are attached, along with the other required materials for the submission.

We look forward to hearing back regarding this issue and are grateful for your time and consideration of this property setback variance request.

My Kindest Regards,

J. Everett Schram, AIA

Wells Residence
12416 Hunters Glen
Owings Mills, MD 21117

Variance Request

I am aware that our new neighbors, Mr. David & Mrs. Nancy Wells, will be building their new home at 12416 Hunters Glen. We believe that the design of their new home will be beautiful and complimentary to our neighborhood.

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We have reviewed the drawings with their architect and understand that it will not be crossing its side-yard setbacks, relative to the perpendicular property lines, but only how they relate to the cul-de-sac. We also understand that the house will remain behind the existing front-yard setback from the street.

We are comfortable with their request and are happy to support them moving forward with this request for variance.

Philip Gals
Home Owner's Name (Printed)

[Signature]
Home Owner's Name (Signature)

12414 Hunters Glen
Home Owner's Address

Next door
Home's Proximity

6/29/18
Date

[Signature]
Jacqueline E. McCusker

Wells Residence
12416 Hunters Glen
Owings Mills, MD 21117

Variance Request

I am aware that our new neighbors, Mr. David & Mrs. Nancy Wells, will be building their new home at 12416 Hunters Glen. We believe that the design of their new home will be beautiful and complimentary to our neighborhood.

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We have reviewed the drawings with their architect and understand that it will not be crossing its side-yard setbacks, relative to the perpendicular property lines, but only how they relate to the cul-de-sac. We also understand that the house will remain behind the existing front-yard setback from the street.

We are comfortable with their request and are happy to support them moving forward with this request for variance.

DeAnna Sobczak
Home Owner's Name (Printed)

[Signature]
Home Owner's Name (Signature)

12400 Hunters Glen
Home Owner's Address

next door
Home's Proximity

9/8/18
Date

Wells Residence
12416 Hunters Glen
Owings Mills, MD 21117

Variance Request

I am aware that our new neighbors, Mr. David & Mrs. Nancy Wells, will be building their new home at 12416 Hunters Glen. We believe that the design of their new home will be beautiful and complimentary to our neighborhood.

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We have reviewed the drawings with their architect and understand that it will not be crossing its side-yard setbacks, relative to the perpendicular property lines, but only how they relate to the cul-de-sac. We also understand that the house will remain behind the existing front-yard setback from the street.

We are comfortable with their request and are happy to support them moving forward with this request for variance.

Charles Levine x SUSAN LEVINE
Home Owner's Name (Printed)

Charles Levine x Susan Levine
Home Owner's Name (Signature)

12423 Hunter Glen 21117
Home Owner's Address

Across the street
Home's Proximity

6/29/18
Date

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Account Identifier:		District - 04 Account Number - 2500001512			
Owner Information					
Owner Name:		GELSO PHILIP S MCCUSKER JACQUELINE F		Use: Principal Residence: RESIDENTIAL YES	
Mailing Address:		12414 HUNTERS GLEN OWINGS MILLS MD 21117-		Deed Reference: /37272/ 00447	
Location & Structure Information					
Premises Address:		12414 HUNTERS GLEN OWINGS MILLS 21117-		Legal Description: 1.7898 AC 12414 HUNTERS GLEN SS WORTHINGTON VALLEY	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot: Assessment Year: Plat No: 1
0050	0013	0010		0000	35 2019 Plat Ref: 0078/0166
Special Tax Areas:		Town: NONE			
		Ad Valorem:			
		Tax Class:			
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
2013		8,342 SF		2000 SF	
				Property Land Area	
				1.7900 AC	
				County Use	
				04	
Stories	Basement	Type	Exterior	Full/Half Bath	Garage Last Major Renovation
2	YES	STANDARD UNIT	STUCCO	7 full/ 3 half	1 Attached
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2016	07/01/2018	07/01/2019
Land:		550,200	550,200		
Improvements		1,654,200	1,654,200		
Total:		2,204,400	2,204,400	2,204,400	
Preferential Land:		0			
Transfer Information					
Seller: MONROE EUGENE C		Date: 03/10/2016		Price: \$2,650,000	
Type: ARMS LENGTH IMPROVED		Deed1: /37272/ 00447		Deed2:	
Seller: 764 WASHINGTON BOULEVARD II LLC		Date: 05/13/2014		Price: \$2,325,000	
Type: ARMS LENGTH IMPROVED		Deed1: /34962/ 00194		Deed2:	
Seller: SASLOW HOMES INC		Date: 12/21/2012		Price: \$1,700,000	
Type: NON-ARMS LENGTH OTHER		Deed1: /32960/ 00316		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class	07/01/2018	07/01/2019	
County:		000	0.00		
State:		000	0.00		
Municipal:		000	0.00	0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					
Homestead Application Status: No Application					

PETITIONER' S

EXHIBIT NO. 7

Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Account Identifier:			District - 04 Account Number - 2500001510							
Owner Information										
Owner Name:			SOBCZAK DEE ANNA E				Use:		RESIDENTIAL	
							Principal Residence:		YES	
Mailing Address:			12420 HUNTERS GLEN OWINGS MILLS MD 21117-				Deed Reference:		/34623/ 00493	
Location & Structure Information										
Premises Address:			12420 HUNTERS GLEN OWINGS MILLS 21117-1040				Legal Description:		1.3459 AC 12420 HUNTERS GLEN NWS WORTHINGTON VALLEY	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	1
0050	0013	0010		0000			33	2019	Plat Ref:	0078/ 0166
Special Tax Areas:			Town: NONE							
			Ad Valorem:							
			Tax Class:							
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
2009		9,329 SF		2200 SF		1.3500 AC		04		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
1 1/2	YES	STANDARD UNIT	SIDING	7 full/ 2 half	1 Attached	2016				
Value Information										
			Base Value	Value	Phase-in Assessments					
				As of	As of	As of				
				01/01/2016	07/01/2018	07/01/2019				
Land:			527,800	527,800						
Improvements			1,923,000	1,923,000						
Total:			2,450,800	2,450,800	2,450,800					
Preferential Land:			0							
Transfer Information										
Seller: SOBCZAK DAVID M				Date: 01/17/2014			Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /34623/ 00493			Deed2:			
Seller: ROZENCWAIG MAURICE E				Date: 04/05/2011			Price: \$2,084,000			
Type: ARMS LENGTH IMPROVED				Deed1: /30682/ 00060			Deed2:			
Seller: WORTHINGTON C C LLC				Date: 07/31/2007			Price: \$650,000			
Type: ARMS LENGTH VACANT				Deed1: /25982/ 00254			Deed2:			
Exemption Information										
Partial Exempt Assessments:		Class	07/01/2018		07/01/2019					
County:		000	0.00							
State:		000	0.00							
Municipal:		000	0.00		0.00					
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Homestead Application Information										
Homestead Application Status: Approved 08/08/2011										
Homeowners' Tax Credit Application Information										

Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Account Identifier:			District - 04 Account Number - 2500001506							
Owner Information										
Owner Name:			SCHAFFER RACHEL GRODIN MICHAEL H				Use: Principal Residence:		RESIDENTIAL YES	
Mailing Address:			12421 HUNTERS GLN OWINGS MILLS MD 21117-1040				Deed Reference:		/33798/ 00232	
Location & Structure Information										
Premises Address:			12421 HUNTERS GLEN 0-0000				Legal Description:		1.0754 AC 12421 HUNTERS GLEN NS WORTHINGTON VALLEY	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	1
0050	0013	0010		0000			29	2019	Plat Ref:	0078/ 0166
Special Tax Areas:			Town:				NONE			
			Ad Valorem:							
			Tax Class:							
Primary Structure Built			Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
2010			7,168 SF		1500 SF		1.0800 AC		04	
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
2	YES	STANDARD UNIT	STUCCO	6 full/ 1 half	1 Attached					
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2016		07/01/2018		07/01/2019	
Land:			514,000		514,000					
Improvements			1,257,200		1,257,200					
Total:			1,771,200		1,771,200		1,771,200			
Preferential Land:			0							
Transfer Information										
Seller: YELLON SHARON			Date: 06/18/2013				Price: \$1,660,000			
Type: ARMS LENGTH IMPROVED			Deed1: /33798/ 00232				Deed2:			
Seller: WORTHINGTON C C LLC			Date: 10/02/2007				Price: \$625,000			
Type: ARMS LENGTH IMPROVED			Deed1: /26227/ 00467				Deed2:			
Seller:			Date:				Price:			
Type:			Deed1:				Deed2:			
Exemption Information										
Partial Exempt Assessments:			Class		07/01/2018		07/01/2019			
County:			000		0.00					
State:			000		0.00					
Municipal:			000		0.00		0.00			
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Homestead Application Information										
Homestead Application Status: Approved 11/04/2014										
Homeowners' Tax Credit Application Information										

12

Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Account Identifier:			District - 04 Account Number - 2500001507							
Owner Information										
Owner Name:			LEVINE SUSAN KING			Use:		RESIDENTIAL		
			LEVINE CHARLES D			Principal Residence:		YES		
Mailing Address:			12423 HUNTERS GLEN			Deed Reference:		/29235/ 00406		
			OWINGS MILLS MD 21117-							
Location & Structure Information										
Premises Address:			12423 HUNTERS GLEN			Legal Description:		1.1617 AC		
			0-0000					12423 HUNTERS GLEN NS		
								WORTHINGTON VALLEY		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	1
0050	0013	0010		0000			30	2019	Plat Ref:	0078/0166
Special Tax Areas:										
Town: NONE										
Ad Valorem:										
Tax Class:										
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
2011		5,728 SF		1200 SF		1.1600 AC		04		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
2	YES	STANDARD UNIT	SIDING	3 full/ 2 half	1 Attached					
Value Information										
			Base Value	Value	Phase-in Assessments					
				As of	As of		As of			
				01/01/2016	07/01/2018		07/01/2019			
Land:			518,100	518,100						
Improvements			1,121,300	1,121,300						
Total:			1,639,400	1,639,400	1,639,400					
Preferential Land:			0							
Transfer Information										
Seller: WORTHINGTON I LLC				Date: 03/03/2010			Price: \$535,000			
Type: ARMS LENGTH VACANT				Deed1: /29235/ 00406			Deed2:			
Seller: WORTHINGTON C C LLC				Date: 01/19/2007			Price: \$600,000			
Type: ARMS LENGTH VACANT				Deed1: /25093/ 00141			Deed2:			
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019				
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00		0.00				
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Homestead Application Information										
Homestead Application Status: Approved 11/22/2011										
Homeowners' Tax Credit Application Information										

Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Account Identifier:			District - 04 Account Number - 2500001508							
Owner Information										
Owner Name:			MALLER PETER MALLER TRISHA			Use:		RESIDENTIAL		
Mailing Address:			12425 HUNTERS GLEN OWINGS MILLS MD 21117-1040			Principal Residence:		YES		
						Deed Reference:		/28517/ 00124		
Location & Structure Information										
Premises Address:			12425 HUNTERS GLEN 0-0000			Legal Description:		1.4750 AC 12425 HUNTERS GLEN NS WORTHINGTON VALLEY		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	1
0050	0013	0010		0000			31	2019	Plat Ref:	0078/ 0166
Special Tax Areas:			Town:			NONE				
			Ad Valorem:							
			Tax Class:							
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
2007		5,913 SF		3000 SF		1.4800 AC		04		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
1 1/2	YES	STANDARD UNIT	BRICK	6 full/ 2 half	1 Attached					
Value Information										
			Base Value	Value	Phase-in Assessments					
				As of	As of		As of			
				01/01/2016	07/01/2018		07/01/2019			
Land:			534,400	534,400						
Improvements			1,567,500	1,567,500						
Total:			2,101,900	2,101,900	2,101,900					
Preferential Land:			0							
Transfer Information										
Seller: STAPF GROUP LLC			Date: 08/12/2009			Price: \$2,350,000				
Type: ARMS LENGTH IMPROVED			Deed1: /28517/ 00124			Deed2:				
Seller: WORTHINGTON C C LLC			Date: 11/27/2006			Price: \$600,000				
Type: ARMS LENGTH VACANT			Deed1: /24809/ 00058			Deed2:				
Seller:			Date:			Price:				
Type:			Deed1:			Deed2:				
Exemption Information										
Partial Exempt Assessments:		Class	07/01/2018			07/01/2019				
County:		000	0.00							
State:		000	0.00							
Municipal:		000	0.00			0.00				
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			NONE							
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										

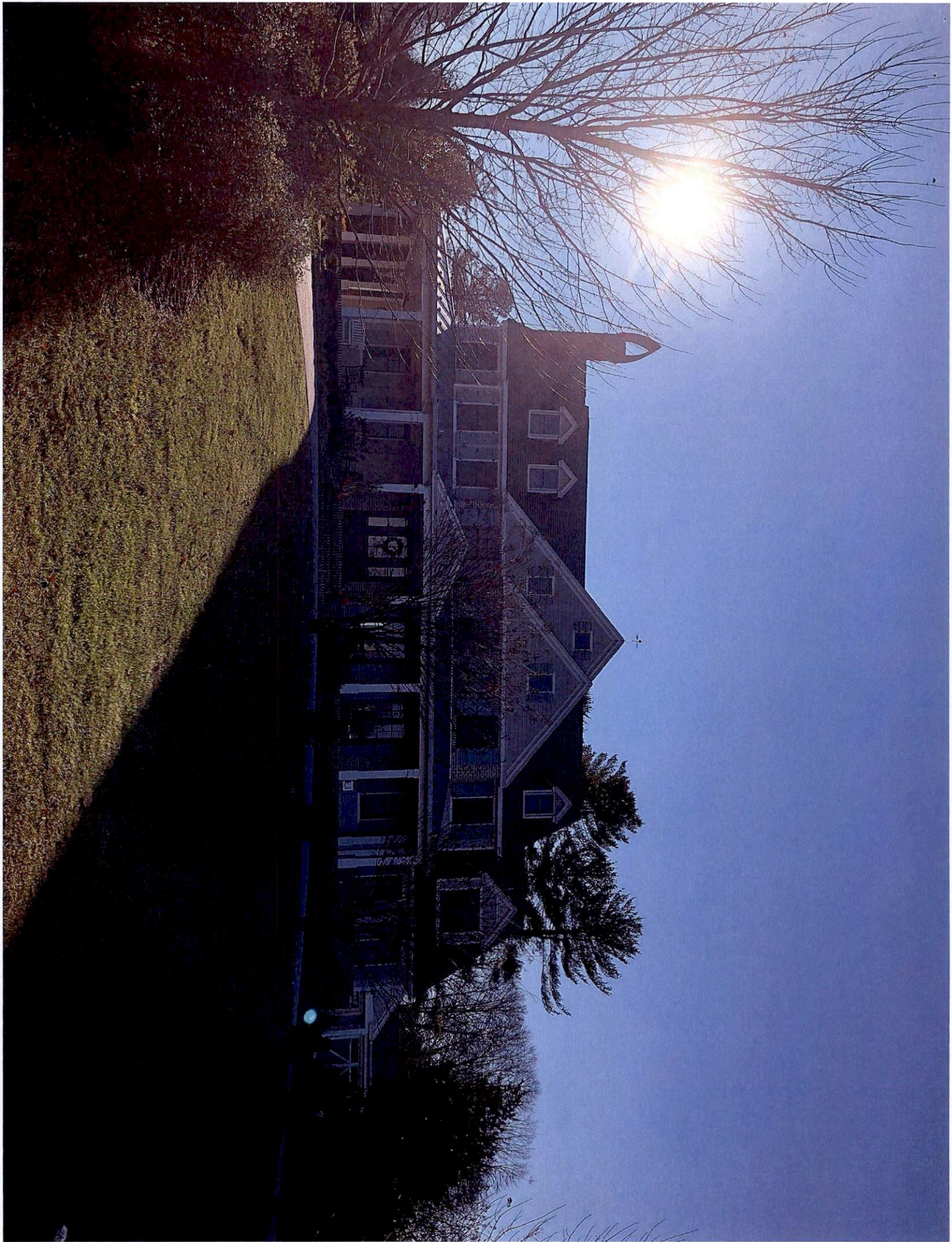


PETITIONER' S

EXHIBIT NO. _____

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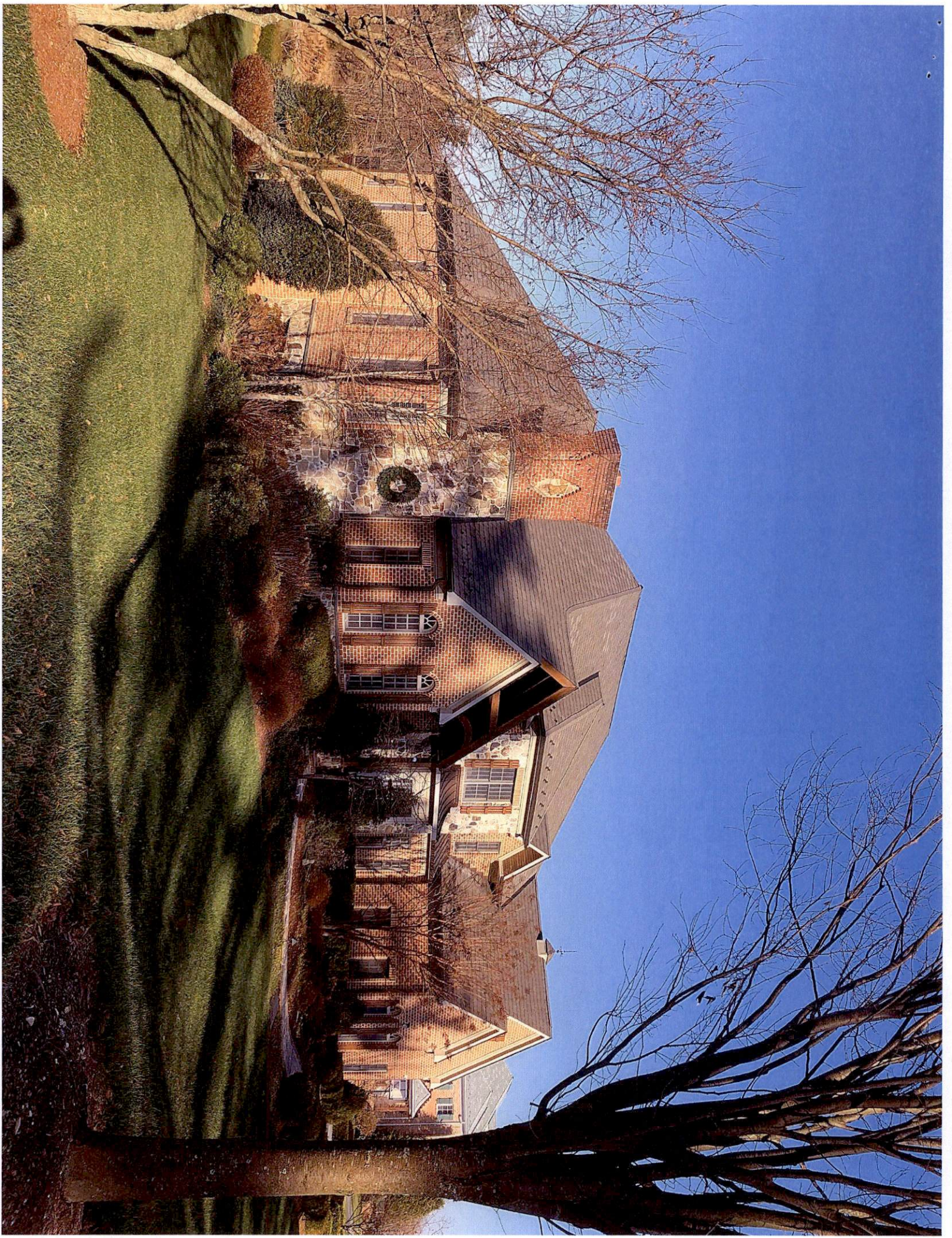














Education

University of Virginia, Charlottesville, VA
Master of Landscape Architecture, 2002

University of Vermont, Burlington, VT
Bachelor of Science in Environmental Studies, 1996

Work Experience

Beechbrook Landscape Architecture, Baltimore, MD, 2013 – Current
Principal and founder of Beechbrook. As an award winning registered Landscape Architect, contributes to the creation of landscapes that reveal relevant site history, that highlight environmental processes such as rain water, and that improve ecology. Projects of note include Long Range Master Plan for world-renowned Sherwood Gardens, Master Planting Plan for historic Green Mount Cemetery, site design for Green Spring Valley Hunt Club, site design for Elkridge Club, Long Range Master Plan for Irvine Nature Center, St. Paul's School new Upper School site design, Hamilton Lawn at St. Paul's School, Valley Inn outdoor dining and games area, St. John's Church Eck Memorial Garden, and multiple large residential projects in the region.

Graham Landscape Architecture, Inc. Annapolis, MD, 2007 - 2013
Project Manager and Designer responsible for institutional and residential projects of all sizes. Projects of note include the Star Spangled Banner Flag House Museum gardens, and design of large estates in Princeton, New Jersey and in Maryland.

Hord Coplan Macht, Baltimore, MD, 2006 - 2007
Project Manager and Designer responsible for institutional and residential projects (8-acre urban neighborhood redevelopment, healthcare campus plan, mixed-use neighborhood.)

Mohr & Seredin Landscape Architects, Portland, ME, 2002 - 2006
Project Manager and Designer responsible for commercial, institutional, and residential projects. Experience in site analysis, field surveying, code research/development, schematic design, design development, permitting, construction documents, specs, bidding, construction administration and observation and LEED documentation.

Biota Research and Consulting, Inc., Jackson, WY, 1997 - 1998
Biological Technician: Assisted with habitat enhancement projects and wetland delineations; inventoried natural resources on several properties, monitored osprey nests and tallied spawning trout redds.

Teton County Planning Department, Jackson, WY, 1997 - 1998
Intern Planner (1988): Responsible for reviewing development applications and led several through the public approval process, worked on amendments to Land Development Regulations, and administered open space easements.
Contract Worker (1997): Responsible for the monitoring of Teton County Scenic Preserve Trust open space easements; gathering surveys, aerials, baselines and legal documents for each easement, and noted field conditions.

PETITIONER' S

EXHIBIT NO.

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Jackson Hole Land Trust, Jackson, WY, 1997 - 1998

Contract Worker (1998) Inventoried natural resources on a 40 acre property and mapped protected properties on GIS. Intern (1997): Produced resource maps and researched target lands; access issues and easements.

Chesapeake Bay Foundation, Annapolis, MD, Fall 1993 and Summer 1994

Overnight Counselor and Intern: Assisted with the teaching of Bay Ecology and environmental issues to teenagers.

Awards

2002 Stanley and Helen Abbott Award: "Excellence in the study of Landscape Architecture and for promise in the field", University of Virginia

2001 Howland Design Competition, University of Virginia

1997 Andrew E. Nuquist Award: Outstanding Student Research on a Vermont Topic

1996 Outstanding Graduating Senior Award in Environmental Studies, University of Vermont

Professional Registration

Registered Landscape Architect, Maryland 2007 - Current

Registered Landscape Architect, Maine 2005 - Current

Professional Affiliation, Committees, & Volunteer Efforts

American Society for Landscape Architects

CLARB Certified Landscape Architect

Town of Scarborough Comprehensive Plan Committee 2004 – 2006

Town of Scarborough Conservation Commission 2004 - 2006

Kieve-Wavus Advisory Board 2005 - 2010

Stoneleigh School Grounds & Community Landscape Improvements 2007 – 2011

Green Spring Valley Hunt Club Board of Governors 2012 - 2017

Green Spring Valley Hunt Club Buildings & Grounds Committee 2012 – Current

Irvine Nature Center Board of Trustees 2014 - Current

Ladew Topiary Garden Committee 2009 - Current



PETITIONER'S

EXHIBIT NO. 3A



PETITIONER'S

EXHIBIT NO.

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BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 24757, p. 0590, MSA_CE62_24612. Date available 12/22/2006. Printed 11/27/2018.

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PETITIONER'S
EXHIBIT NO. 5

**WORTHINGTON VALLEY HOMEOWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Declaration") made this 15th day of September 2006, by WORTHINGTON C.C., LLC a Maryland limited liability company (the "Declarant").

RECITALS

A. The Declarant is the owner of certain land (the "Land") in Baltimore County, Maryland (the "County"), shown on the plats entitled, "WORTHINGTON VALLEY" recorded among the Land Records of the County ("Land Records") in Liber 78, Folio 68 et seq.

B. It is the intention of the Declarant to develop portions of the Land as a residential community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

(2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.

(3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(4) To provide for the benefit of the Record Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Areas (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context otherwise

requires) shall have the following meanings:

1.1 "Association" shall mean and refer to Worthington Valley Homeowners Association, Inc.

1.2 "Builder" shall mean any person or entity which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.3 "Common Areas" shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including, but not limited to, those areas depicted as, "H.O.A. COMMON AREA AND STORM WATER MANAGEMENT EASEMENT", "H.O.A. OPEN SPACE", "H.O.A. PEDESTRIAN ACCESS EASEMENT AND BALTIMORE COUNTY ACCESS EASEMENT" and "H.O.A. COMMON AREA", all as shown on the Plat (as such term is defined above) as well as any other real property or other facilities which the Association owns and/or which the Association purchases or acquires a right of use for the benefit of the Association and its members (including, without limitation, those areas utilized for entrance monuments serving the Community located on Lots, or public rights-of-way or any other locations), saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County.

1.4 "Community" shall mean and refer to all of the land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.5 "Declarant" shall mean and refer to Worthington C.C., LLC, a Maryland limited liability company, its successors and assigns to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof, as Declarant.

1.6 "Development Period" shall mean the time commencing on the date of recordation of this Declaration among the Land Records and ending on the date the last Lot is conveyed to a Class A member who intends to reside in a dwelling constructed on such Lot.

1.7 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Areas) and designated by numerals on the Plat, on which a dwelling is proposed to be constructed.

1.8 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.9 "Mortgagee" means the person secured by a Mortgage.

1.10 "Plat" shall have the meaning set forth on page 1 of this Declaration and also include any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

1.11 "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.12 "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entirety, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the Real Property Article, Annotated Code of Maryland) nor shall it include a Mortgagee.

1.13 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder other than the Declarant.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE.

The Architectural Review Committee, whose members (or entity) shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee"), shall have all the rights, powers and duties

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granted to it pursuant to this Declaration. The Architectural Review Committee shall at all times be comprised of at least three (3) members or one (1) entity. At any time, or from time to time, during the Development Period, the initial members or entity serving as the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. All questions shall be decided by a majority of the members (or entity) functioning as the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member (or entity) acting as the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all members, and to waive such portion or portions of the Covenants numbered 2.4 through 2.22 of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

2.2 ARCHITECTURAL REVIEW.

(a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. The Architectural Review Committee shall make reasonable efforts to approve or disapprove any plans within sixty (60) days of receipt thereof; provided, however, that plans and specifications which have not been approved or rejected within one hundred twenty (120) days shall be deemed approved. Notwithstanding the foregoing, all approvals must be in writing. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a reasonable processing fee (in a minimum amount of \$300.00) for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

2.3 **LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only and in no event shall any dwelling be used at any time for any commercial purpose. Further, the use of any Lot within the Property as a "no-impact home-based business" (as such term is defined in Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), is prohibited, however, to the extent the prohibition is not enforceable under applicable Maryland law, then the "no-impact home-based business" shall comply with the following conditions:

(a) Owners shall notify the Association before operating a no-impact home-based business.

(b) No-impact home-based businesses are expressly prohibited in any Common Areas.

(c) Such additional requirements as may be specified by the Board of Directors of the Association, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the Code, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

For purposes hereof, a "no-impact home-based business" means a business that:

(a) Is consistent with the residential character of the dwelling;

(b) Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;

(c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and

(d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family dwelling, and no other purposes, except such purposes as may be specifically reserved in this Declaration.

2.4 **SWIMMING POOLS.** No above-ground pools shall be permissible on any Lot; provided, however, that the foregoing shall not apply to in-ground pools if the same have been approved in advance by the Architectural Review Committee in its sole and absolute discretion, in accordance with the provisions hereof.

2.5 **TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shed, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. In addition, portable basketball apparatus may be located on a Lot if the Owner of said Lot obtains the prior written approval of the Architectural Review Committee as provided herein and further provided that such apparatus is stored when not in use. Neither portable nor permanent basketball apparatus shall be located in any Common Areas.

2.6 **REAL ESTATE SALES OR CONSTRUCTION OFFICE.** Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community; provided, however, that any Builder signage must be approved in writing by Declarant. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

2.7 **CLOTHES LINE.** No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, or similar items be hung outside.

2.8 **TRAFFIC VIEW.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

2.9 **FRONT LAWN.** The area within the front of a dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.

2.10 **NEAT APPEARANCE.** Except for any maintenance and repair which the Association may be obligated to perform, Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the watering all lawns and yards, and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Record Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, as an additional assessment on the Lot.

2.11 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no horn, whistle, siren or bell, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property

2.12 **ANIMALS.** No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Areas.

2.13 **VEHICLES.**

(a) As used herein,

(i) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), trailer, motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

(ii) "Commercial Vehicle" means any (1) automobile, truck or van used or designed principally for commercial, business or industrial use, or (2) taxicab or other Vehicle displaying a commercial logo, message or identification.

(iii) "Inoperable Vehicle" means any Commercial, Recreational or other Vehicle which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria.

(iv) "Large Truck" means any truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), or self-propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarters ton.

(v) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

(vi) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

(b) Notwithstanding any other provisions contained in this Declaration, no Commercial Vehicle, Inoperable Vehicle, Large Truck or Recreational Vehicle may be parked or stored in the Community other than (1) in a fully enclosed garage, or (2) elsewhere if expressly permitted by this Declaration, or (3) on a public road if permitted by law.

(c) Unless permitted by any other provision of this Declaration, no Inoperable Vehicle shall be parked or stored anywhere in the Community.

(d) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the parking of Commercial Vehicles on a parking area or driveway on any Lot while providing maintenance, repair or installation services on, or making a delivery to or from, such Lot.

(e) No automobile or other Vehicle shall be constructed, restored or repaired on a Lot or Common Areas at a location visible from outside a garage or other building thereon, other than minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle owned by an Owner of, and customarily kept on, such Lot or Common Areas, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(f) No person shall operate a Vehicle in the Community other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

(g) Nothing in this Declaration shall prohibit or restrict the Declarant or Builder during the Development Period from operating, parking, maintaining or otherwise using a Vehicle anywhere in the Community.

2.14 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

2.15 **ANTENNAE.** No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, unless: (a) located in the rear yard of the dwelling; (b) such device is 18" or less in diameter; and (c) the Owner placing such device on his or her Lot has obtained the prior written approval of the Architectural Review Committee.

2.16 **SUBDIVISION.** No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.17 **SIGNAGE.** Other than signs deemed necessary and appropriate by the Declarant, or its successors and assigns, and excluding directional signs, signs for traffic control or safety, no advertising, for sale or display signs of any character shall be placed or maintained

on any part of the Property or on any dwelling or Structure provided, however, that one (1) temporary real estate sign not exceeding four (4) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale. Any such temporary sign shall be removed promptly following the sale of such dwelling.

In addition to the foregoing, no candidate sign (as such term is defined in Section 11B-111.2 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than 30 days before the primary election, general election, or vote on the proposition; and no more than 7 days after the primary election, general election or vote on the proposition.

2.18 LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration. Current copies of any lease must be supplied to the Association. Record Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

2.19 FOREST CONSERVATION AND FOREST BUFFER EASEMENT AREAS. Any portion of the Common Areas or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as forest conservation easement and forest buffer easement (collectively, the "FC/FB Areas") shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association, or any Record Owner, except those of a minor nature necessary for such intended use and permitted by applicable law. All Owners shall be subject to the provisions of any recorded declaration of covenants, conditions and restrictions (the "Forest Conservation and Forest Buffer Declaration") pertaining to the FC/FB Areas. Each Owner agrees to provide Declarant, its agents and any other party to the Forest Conservation and Forest Buffer Declaration full access to their Lot at any time for the purposes of complying with the Forest Conservation and Forest Buffer Declaration and to otherwise comply with all provisions of the Forest Conservation and Forest Buffer Declaration.

2.20 TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least twelve (12) inches away from any Structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber or plastic containers covered with a lid.

2.21 NON-INTERFERENCE WITH UTILITIES. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or

interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

2.22 **TREE REMOVAL.** No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

2.23 **FENCES.** No fence shall be placed or kept on a Lot unless its location, type, color, height and texture are approved in advance by the Architectural Review Committee. Nothing in this Section shall prohibit Declarant (or an Owner, including a Builder who has obtained the prior written consent of Declarant), while developing a Lot, or constructing, repairing or maintaining a dwelling or other Structure thereon, from temporarily installing thereon a fence which is required by law, or under customary development, construction or maintenance practices is in such person's reasonable judgment necessary or desirable to accomplish such purpose, but such fence shall be removed when no longer required for such purpose unless it otherwise complies with this Declaration. In addition, fences may not be less than four (4) feet in height nor exceed five (5) feet in height and shall not be composed of chain link or chicken wire. No fence may be located forward of the rear foundation wall of the dwelling.

2.24 **FAMILY DAY CARE.** The use of any Lot within the Property as a "family day care home" (as such term is defined in Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), is prohibited to the extent such prohibition may be enforced under Section 11B-111.1. In the event such prohibition may not be enforced under Section 11B-111.1, then family day care homes shall be controlled by the following conditions:

(a) The Owner or day care provider (as defined in Section 11B-111.1) operating the family day care home ("Home") shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner or day care provider shall furnish a copy of the license to the Architectural Review Committee prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or day care provider shall obtain the liability insurance required under Maryland law. The Owner or day care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural Review Committee before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Architectural Review Committee setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act.

(d) The Owner or day care provider shall not use any of the Common Areas for any purpose directly or indirectly relating to the operation of the Home.

2.25 **BALTIMORE COUNTY ACCESS EASEMENT.** The duly authorized employees and representatives of Baltimore County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facility, and until such time as the storm water management facility is dedicated to Baltimore County, when such maintenance or repair is not satisfactorily completed by the Owner thereof within a reasonable time, to assess such Owner for the costs thereto.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATION AND DEANNEXATION

3.1 **PROPERTY.** The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit "A" attached hereto, all of which real property is referred to herein as the "Property".

3.2 ADDITIONS TO PROPERTY.

(a) The Declarant, its successors and assigns, shall have the right for seven (7) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property"), without the consent of the Class A members of the Association provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(b) The additions authorized under this subsection shall be made by filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Record Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Property as of the date hereof.

3.3 DEANNEXATION.

(a) Provided there are Class B members, the Declarant may deannex any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property for a period of seven (7) years from the date of recordation of this

Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property which is subject to the Declaration. Such deannexation shall be made by recording a supplementary declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 MEMBERSHIP. Every Record Owner of a Lot that is subject to assessment shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 CLASSES OF MEMBERSHIP.

(a) The Association shall have two (2) classes of voting membership:

(i) Class A. Except for the Declarant, who shall initially be a Class B member, the Class A members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to ten (10) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 CONVERSION. The Class B membership in the Association shall cease and be converted to Class A membership in the Association, upon the earlier to occur of: (i) December 31, 2010; (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association; or (iii) upon the surrender of the Class B membership by the then Class B member on the books of the Association. If after such conversion Additional Property is made subject to the Declaration, then the Class B member shall be reinstated until

December 31, 2013, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by the Class B member. The Declarant shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant then holds the interest otherwise required for Class A membership.

ARTICLE V

DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

5.1 UTILITY EASEMENTS. Easements with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

(a) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

(b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

(c) A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is hereby reserved by Declarant and its successors and assigns, together with the right to grant and transfer the same during such time that Declarant or its successors and assigns is the Owner of the Property.

5.2 DEVELOPMENT EASEMENTS.

(a) Easements Reserved to the Declarant.

(i) Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: a. temporary slope and construction easements; b. drainage, erosion control and storm and sanitary sewer easements including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition; and c. easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(ii) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees and to Builder (provided the Builder has obtained the prior written approval of Declarant), the right to: a. use any Lots owned or leased by the Declarant or

Builder, as the case may be, and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; b. place and maintain in any location on the Common Areas and the storm water management area, and on any Lot, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided however, that all signs shall comply with applicable governmental regulations and the Declarant or Builder, as the case may be, shall obtain the consent of the Owner of any affected Lot or of the Architectural Review Committee if the Owner does not consent; and c. relocate or remove all or any of the above from time to time in the Declarant's sole discretion.

(iii) Landscaping Easement. The Declarant hereby reserves to itself and its successors and assigns, an easement and the right to grant and reserve easements over and through the Property for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees and earth berms and other earth contouring and signs which shall include access as necessary to perform such tasks. The Owner of a Lot burdened by such an easement shall not construct any improvements within the easement without the permission of the Declarant during the Development Period, or the Association, thereafter. Maintenance of these easement areas by the Association shall be a common expense of the Association and shall not be assessed against the Lot burdened by the easement; provided, however, the Declarant or Association, as appropriate, may require the Owner of the Lot to maintain any easement area located on such Owner's Lot.

(iv) Storm Water Management Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction and upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the Owners of such adjacent properties agree to bear a portion of the expense of upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by the Declarant.

(v) Relocation Easements. The Declarant hereby reserves unto itself the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Areas and to create new streets, roadways and utility easements therein.

(vi) Completion Easements and Rights of Declarant and Builder. Declarant further reserves unto itself and Builder (provided the Builder has obtained the prior written consent of Declarant), and their respective successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Common Areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's development or construction activities (or Builder's development or construction activities if Builder has obtained the prior written consent of Declarant), and notwithstanding any provisions of this Declaration, none of the Declarant's (or, if applicable, Builder's) construction activities or

any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant (and Builder with Declarant's prior written consent) reserve the right for themselves, and their respective successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers.

(vii) Grading Easements. Declarant expressly reserves unto itself the right at or after the time of grading of any street or to such other Lot or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a dwelling built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(viii) Common Area Easements.

a. Utilities. The Declarant hereby expressly reserves unto itself and hereby grants to any utility company, to whom the Declarant may grant, convey, transfer, set over and assign the same, or any part thereof, the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", "H.O.A. Area" "Common Area", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

b. Sediment Control Ponds/Facilities. The Declarant hereby expressly reserves unto itself the right to continue to use and maintain any sediment control ponds or facilities located on any Common Areas.

(ix) Maintenance Easements. Each Owner hereby grants an easement to the Association and its agents in order for the Association to perform any and all repair and maintenance of Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this Declaration.

(b) Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(c) Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other persons, exclusively, simultaneously or consecutively. The rights and easements reserved by or granted

to the Declarant (and Builder if prior written consent of Declarant has been obtained) pursuant to this Declaration shall continue for so long as the Declarant, Builder or its respective designees are engaged in development or sales, or activities related thereto, anywhere on the Property, unless specifically stated otherwise; provided, however, that the easements described in the following provisions of Section 5.2 (a) shall run in perpetuity: (i) c., (ii) b., (iii), (iv), (viii) a. and (ix).

(d) Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Article V hereof. These rights, powers and easements may be exercised by the Association, subject to any other provisions herein; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

5.3 EASEMENT FOR UPKEEP. The Declarant hereby reserves unto itself and hereby grants to the Association, the managing agent and any other persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition originating in a Lot or in the Common Areas threatening another Lot or the Common Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates this Declaration. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with this Declaration for which such Owner is responsible pursuant to this Declaration, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Article VIII hereof.

5.4 EASEMENT FOR SUPPORT. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

5.5 EASEMENT AND EMERGENCY ACCESS. The Declarant, on behalf of itself and its successors and assigns, hereby reserves unto itself and grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

5.6 EASEMENT FOR USE OF COMMON AREAS. The Declarant hereby reserves unto itself, for so long as the Declarant is engaged in development or sales, or activities related thereto anywhere on the Property or the Declarant is an Owner and to each Owner and each person lawfully occupying a Lot, a non-exclusive right and easement of use and enjoyment

in common with others of the Common Areas, provided, however, that the Declarant shall have the same right and easement of use as the other Owners. Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

5.7 **VEHICLE AND PEDESTRIAN ACCESS.** The Declarant hereby reserves to itself, for so long as Declarant is engaged in development or sales, or activities related thereto anywhere on the Property, and hereby grants to each other Owner and each person lawfully occupying a Lot a non-exclusive easement over all streets, walks and paths on the Common Areas for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to this Declaration. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void.

5.8 **LIMITATIONS.** The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the Articles of Incorporation and By-Laws of the Association) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Areas, to grant easements across the Common Areas, to dedicate portions of the Common Areas and to mortgage the Common Areas subject to the provisions of this Declaration.

5.9 **SALES OFFICE, ETC.** Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant or Builder (with Declarant consent) to use any Lot owned by Declarant or Builder for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

5.10 **FOREST CONSERVATION AND FOREST BUFFER AREAS.** The Declarant, for itself, its successors and assigns, reserves a non-exclusive easement and right-of-way over any portion of the Community for the purpose of performing any activity related to the Forest Conservation and Forest Buffer Declaration and/or to perform reforestation, afforestation and any other activity which Declarant may deem desirable (collectively, the "forest activities"). The foregoing reservation by Declarant shall specifically include the right of ingress and egress and to conduct forest activities by Declarant (or any of its agents or employees) over any Lot in the Community, irrespective of whether or not the title to the Lot has been transferred to an Owner already residing on the Lot, and if ingress, egress and any forest activities are conducted by Declaration over, on and across a lot, no prior notice to the Owner shall be required.

5.11 **LOT LINES.** The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

5.12 **PLAT CHANGES.** No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require

the development of said Property in accordance with such plat. Declarant expressly reserves unto itself, the right to make such amendments to any such plat or plats as shall be advisable in their best judgment and as shall be acceptable to public authorities having the right to approval thereof.

ARTICLE VI

COMMON AREAS

6.1 **GRANT OF COMMON AREAS.** The Association shall take title to the Common Areas free and clear of all encumbrances, except this Declaration and all other matters of record when conveyed by Declarant. The Covenants are hereby imposed upon the Common Areas for the benefit of the Declarant, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Areas subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

6.2 **MEMBER'S RIGHT OF ENJOYMENT.** Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Areas, any conveyance or encumbrance of such area is subject to such Owner's easement. Except as otherwise permitted by the provisions of this Declaration, the Common Areas shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Areas may be used by any Record Owner or Owners for personal vegetable gardens, storage facilities or other private uses. A portion of the Common Areas is adjacent to Lot No. 22 shown on the Plat and no member, nor any invitee of such member, shall be permitted to use, in any manner, any portion of Lot No. 22 unless such area is contained in the land depicted as "H.O.A. PEDESTRIAN ACCESS EASEMENT AND BALTIMORE COUNTY ACCESS EASEMENT" on the Plat.

6.3 **NUISANCE.** No noxious or offensive activity shall be carried on upon the Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

6.4 **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.** The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas, together with any items of personal property placed or installed thereon and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the

number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property. The foregoing obligations of the Association shall also include performing, at its own expense, any maintenance of any entrance monuments for the Community, wherever such entrance monuments may be located.

6.5 **RESTRICTIONS.** The right of each member of the Association to use the Common Areas shall be subject to the following:

(a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas;

(b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the Common Areas;

(c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration;

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; and further subject to the written consent of the County; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Class A members of the Association consent to such dedication, transfer, purpose and conditions; and

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Areas.

(g) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

6.6 **DELEGATION OF RIGHT OF USE.** Any member of the Association may delegate its rights to the use and enjoyment of the Common Areas to family members who reside permanently with such member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

6.7 **RULES AND REGULATIONS.** Each Record Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Further, each Record Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Areas.

ARTICLE VII

ENCROACHMENTS

If any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

ARTICLE VIII

ASSESSMENTS FOR MAINTENANCE

8.1 **COVENANT FOR ASSESSMENT.** The Declarant for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, and (b) special assessments or charge, for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges shall be a charged and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of eighteen percent (18%) per annum, and cost and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall to pass to the Record Owner's successor or successors in the title unless expressly assumed by

such successor or successors.

8.2 USE OF ASSESSMENTS. The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for: (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas, including fees paid to any management agent; (b) the payment of taxes on the Common Areas (except to the extent that proportionate shares of such public charges and assessments of the Common Areas may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Record Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (c) the payment of insurance premiums on the Common Areas and improvements thereon; (e) the cost of obtaining, planting, and thereafter maintaining street trees throughout the Community if required by the County, whether or not such street trees are located in the Common Areas; (f) the costs of utilities are other services which may be provided by the Association for the Community as may be approved from time to time by the majority of the members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; and (h) the cost of funding all reserves established by the Association, including a general operating excess and reserve for replacements.

8.3 MAXIMUM ANNUAL ASSESSMENT.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Record Owner other than the Declarant or Builder, the maximum Annual Assessment as to each Lot shall be the aggregate of Three Hundred Fifty Dollars (\$350.00) per Lot, per year, payable annually.

(b) From and after such date, the maximum Annual Assessment may be increased each year by not more than thirty-five percent (35%) of the maximum Annual Assessment for the previous year without a vote of the membership of the Association.

(c) From and after such date the maximum Annual Assessment may be increased above the thirty-five percent (35%) limitation specified in the preceding sentence only by a vote of fifty-one percent (51%) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) The Board of Directors of the Association may fix the Annual Assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Article 8.3, and for the periods therein specified, the Association may change the maximum and the basis of the Assessments fixed by Article 8.3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

(e) Declarant shall be exempt from payment of type of assessments hereunder.

8.4 SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

8.5 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) The Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed to any person other than Declarant; and further, provided, that any Builder shall be exempt from payment of assessments as to each Lot up to two (2) years from the date that the Builder has obtained legal title to such Lot. From and after the two (2) year period, the Builder shall be liable for all assessments due for any Lot owned for more than two (2) years.

(b) The due date of any Special Assessment under Section 8.4 shall be fixed in the resolution authorizing such Special Assessment.

8.6 DUTIES OF THE BOARD OF DIRECTORS.

(a) Commencing with the first fiscal year of the Association, the Board of Directors shall determine the amount of the maintenance assessments annually [confirm with budget], but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis herein above provided for]. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. The budget and assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by at least a majority of the Class A members of the Association. No member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Areas.

(c) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

8.7 **ADDITIONAL ASSESSMENTS.** Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

8.8 **NONPAYMENT OF ASSESSMENT.** Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and shall be subject to a late charge of Fifteen Dollars (\$15.00), or ten percent (10%) of the assessment, whichever is greater, and the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action of law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable cost of preparing the filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorney's fees to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Record Owner's Lot.

8.9 **SUBORDINATION OF LIEN TO MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.10 **ENFORCEMENT OF LIEN.** The Association may establish and enforce the lien for any assessment, Annual, Special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

8.11 **EXEMPT PROPERTY.** The Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland

shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to assessment.

8.12 RESERVES FOR REPLACEMENTS.

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas, including filling and refilling) by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member of the Association in any such reserves shall be considered an appurtenance of such Record Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

8.13 INITIAL CAPITAL CONTRIBUTION. At settlement for each Lot, the sum equal to two (2) months of the applicable assessment shall be collected from each buyer (other than the Declarant or Builder) for the purpose of start-up expenses and operating contingencies. The payment of the initial capital contribution shall apply to all initial sales of the Lots as well as all resale of Lots, provided, however, Declarant and Builder shall not be liable to pay the initial capital contribution.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES

9.1 TYPES OF INSURANCE MAINTAINED BY ASSOCIATION. The Board of Directors shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.

9.2 **PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.** Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

9.3. **DAMAGE AND DESTRUCTION OF COMMON AREAS.**

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Areas, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

9.4 **REPAIR AND RECONSTRUCTION OF COMMON AREAS.** If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a Special Assessment against all Record Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

9.5 **HAZARD INSURANCE ON IMPROVED LOTS.** Each Record Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

9.6 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee; unless the Record Owner desires to construct improvements differing from those so approved, in which event the Record Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Record Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

(b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article; the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Record Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

ARTICLE X

RIGHTS OF MORTGAGEES

10.1 GENERAL.

(a) Regardless of whether a Mortgagee in possession of a Lot is its Record Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Record Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Record Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Record Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Record Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Record Owner to satisfy any of the same.

ARTICLE XIMISCELLANEOUS

11.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9.

11.2 **ENFORCEMENT.**

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Record Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Record Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

(c) Notwithstanding the foregoing, neither the Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both (i) members entitled to cast at least 75 percent of the votes held by all Owners other than the Class B Member, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Member holding at least 75 percent of the votes. Nothing in this subsection shall apply to a civil or administrative proceeding which the Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Association's rights or another person's obligations under the Declaration, By-Laws or Articles of Incorporation on account of a default or under any other provision of such documents, or (c) any action taken by the Declarant at any time or action undertaken by the Architectural Review Committee during the Development Period.

11.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

11.5 **NOTICES.** Any notice required to be sent to any member or Record Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Record Owner on the records of the Association at the time of such mailing.

11.6 **NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

11.7 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

11.8 **CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

11.9 **AMENDMENT.**

(a) While there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose; provided, however, that Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration during the Development Period, and in order to accomplish any such amendment, each Owner appoints Declarant as his/her power of attorney to execute any such amendment. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST.

(b) Other than as set forth above, the vote (in person or by proxy) or written consent of (i) at least two-thirds (2/3) of the Class A members of the Association, if any, and (ii) the Declarant, shall be required to add to, amend, revise or modify this Declaration. Following the lapse of the Class B membership in the Association, as provided in Article IV hereof, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A members of the Association at a meeting of the Association duly called for such purpose.

(c) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Land Records of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Record Owner, other than the Declarant, hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Record Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the Articles of Incorporation or By-Laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.

11.10 DECLARANT DEVELOPMENT. As long as the Declarant is developing, selling or marketing any portion of the Property, the Association may not use its financial resources, directly or indirectly, to defray the costs of opposing any development activities reasonably consistent with the general intention of the site development plan, i.e., residential development for the Community, as amended.

WITNESS the hand and seal of the Declarant hereto on the day herein above first written.

WITNESS/ATTEST:

Kam Daly

DECLARANT:

WORTHINGTON C.C., LLC

By: Pinnacle Investment Corporation, Manager

By: Andrew J. Poffel (SEAL)
Andrew J. Poffel, President

STATE OF Maryland, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 15th day of Sept, 2006 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Andrew J. Poffel, President of Pinnacle Investment Corporation, a Maryland corporation, Manager of WORTHINGTON C.C., LLC, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Debra Ann Hargis
Notary Public

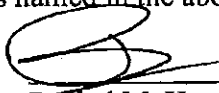
My Commission Expires: 11/1/07

Reviewed for compliance with
Baltimore County Code
Section(s) 32-4-271(c) only.
Not reviewed for compliance
with any other Baltimore County
requirements.

u/a/06
Assistant County Attorney
Baltimore County Office of Law

0024757 620

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland or by or on behalf of one of the parties named in the above instrument.



Rachel M. Hess, Esq.

0024757 621

Exhibit "A"

**DESCRIPTION OF THE PROPERTY SUBJECTED TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

All of that real property situated and lying in the 4th Election District of Baltimore County, Maryland and more fully described as follows:

Lots: Lots numbered 1 through and including 42, saving and excepting therefrom Lot 22 (which is expressly not subject to this Declaration), all as shown on the plats entitled, "WORTHINGTON VALLEY" recorded among the Land Records in Liber 78, Folio 68 et seq.

Common Areas: The areas depicted as, "H.O.A. COMMON AREA AND STORMWATER MANAGEMENT EASEMENT", "H.O.A. PEDESTRIAN ACCESS EASEMENT AND BALTIMORE COUNTY ACCESS EASEMENT" and "H.O.A. OPEN SPACE" AND "H.O.A. COMMON AREA", as shown on the plats entitled, "WORTHINGTON VALLEY" recorded among the Land Records in Liber 78, Folio 68 et seq.

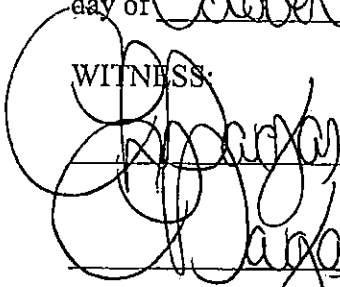
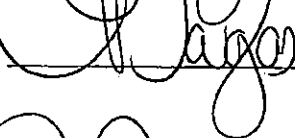
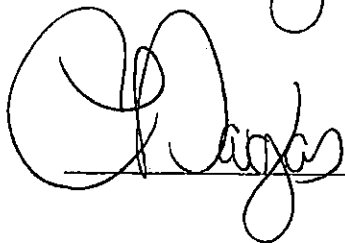
CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

PAMELA SHIPP and JEFFREY M ALESHIRE, Trustees, and SUSQUEHANNA BANK, Beneficiary, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust and Security Agreement ("Deed of Trust") dated February 15, 2006 and recorded among the Land Records of Baltimore County, Maryland prior hereto in Liber 0023427, folio 676 et seq. from Worthington C.C., LLC, hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

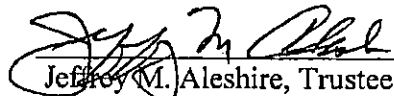
Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees and Beneficiary has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 20th day of October, 2006.

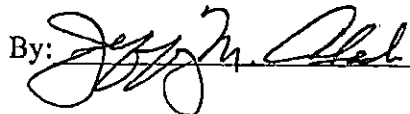
WITNESS:

 (SEAL)
 Pamela Shipp, Trustee

 (SEAL)
 Jeffrey M. Aleshire, Trustee

BENEFICIARY:
 SUSQUEHANNA BANK

By:  (SEAL)

STATE OF Maryland: COUNTY OF Baltimore TO WIT:

I HEREBY CERTIFY that on this 20th day of October 2006, before me, a Notary Public for the state aforesaid, personally appeared Pamela Shipp Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Christine L. Douglas
Notary Public

My commission expires on 9/1/10

STATE OF Maryland: COUNTY OF Baltimore TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 2006, before me, a Notary Public for the state aforesaid, personally appeared Jeffrey M. Aleshire, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Christine L. Douglas
Notary Public

My commission expires on 9/1/10

STATE OF Maryland: COUNTY OF Baltimore TO WIT:

I HEREBY CERTIFY, that on this 20th day of October 2006, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Jeffrey M. Aleshire who acknowledged himself/herself to be the Exec. Vice Pres. of SUSQUEHANNA BANK, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Christine L. Douglas
Notary Public

My commission expires on 9/1/10

0024757 6241

JOINDER AND CONSENT OF OWNER.

Philip J. Shafer and Helen Z. Shafer (hereinafter referred to as "Owner"), hereby agrees that the terms, provisions, covenants, conditions and restrictions contained in the foregoing Declaration recorded among the Land Records of Baltimore County, Maryland, to which this Joinder is attached, and the Declaration shall run with and bind the title to all that property shown on Exhibit "A" to the Declaration, a portion of which Owner has an interest in and Owner subjects such real property to the legal effect of this Declaration.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

OWNER:

Philip J. Shafer (SEAL)

WITNESS:

OWNER:

Helen Z. Shafer (SEAL)

STATE OF MARYLAND
COUNTY OF Baltimore

I HEREBY CERTIFY, that on this 8th day of Nov, 2006, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Philip J. Shafer, known to me (or satisfactorily proven to be), and who acknowledged himself to be the Owner, and that he has signed this instrument for the purposes therein set forth and that the same it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires:

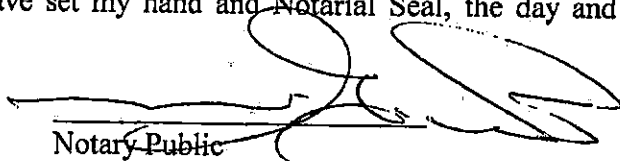
Melvin G. Wachs
Notary Public
Baltimore County, Maryland
My Commission Expires, 07-01-10

0024757 6251

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 8th day of Nov, 2006, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Helen Z. Shafer, known to me (or satisfactorily proven to be); and who acknowledged himself to be the Owner, and that she has signed this instrument for the purposes therein set forth and that the same it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


Notary Public

My commission expires:

Melvin G. Wachs
Notary Public
Baltimore County, Maryland
My Commission Expires, 07-01-10

0024757 6261

AFTER RECORDATION, PLEASE RETURN TO:

RACHEL M. HESS, ESQ.
KANTOR, WINEGRAD & HESS, LLC
400 Redland Court, Suite 212
Owings Mills, Maryland 21117

002433 6217

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached.			
	Deed	Mortgage	☒ Other <u>DECLARATION</u>	Other _____	
	Deed or Trust	Lease			
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale [9]
3	Tax Exemptions (if Applicable)	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]
	Cite or Explain Authority	Recordation	State Transfer	County Transfer	

FD SURE \$ 20.00
RECORDING FEE 75.00
TOTAL 95.00
BOS LL Rct # 2976
Bk # 1271
Nov 14, 2006 02:59 PM

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration	\$		Transfer Tax Consideration	\$
	Any New Mortgage	\$		X () % =	\$
	Balance of Existing Mortgage	\$		Less Exemption Amount	\$
	Other:	\$		Total Transfer Tax	\$
	Other:	\$		Recordation Tax Consideration	\$
	Full Cash Value:	\$		X () per \$500 =	\$
				TOTAL DUE	\$
5	Fees	Amount of Fees		Doc. 1 Doc. 2	
	Recording Charge	\$ 95.00			
	Surcharge	\$			
	State Recordation Tax	\$			
	State Transfer Tax	\$			
	County Transfer Tax	\$			
	Other	\$			
	Other	\$			

6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	4th	DECLARATION				(5)
		Subdivision Name	Lot (3a)	Block (3b)	Section (3c)	Plat Ref.	SqFt/Acreage (4)
		WORTHINGTON VALLEY					
		Location/Address of Property Being Conveyed (2)					
		Other Property Identifiers (if applicable)				Water Meter Account No.	
		Residential ☒ or Non-Residential ☐	Fee Simple ☐ or Ground Rent ☐	Amount:			
		Partial Conveyance? ☐ Yes ☒ No	Description/Amt. of SqFt/Acreage Transferred:				

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		WORTHINGTON C.C., LLC	
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)
8	Transferred To	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
		New Owner's (Grantee) Mailing Address	

9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
		PHILIP J. SHAFFER; PAMELA SHIPP; WORTHINGTON VALLEY HOMEOWNERS ASSOC., Inc.	
		HELEN J. SHAFFER; JEFFREY M. ALESHIRE; SUSQUEHANNA BANK	

10	Contact/Mail Information	Instrument Submitted By or Contact Person	☒ Return to Contact Person
		Name: RACHEL M. HESS, ESQUIRE	☐ Hold for Pickup
		Firm: KANTOR, WINEGRAD & HESS, LLC	☐ Return Address Provided
		Address: 400 REDLAND COURT, SUITE 212	
		OWINGS MILLS, MD 21117 Phone: (410) 581-0600	

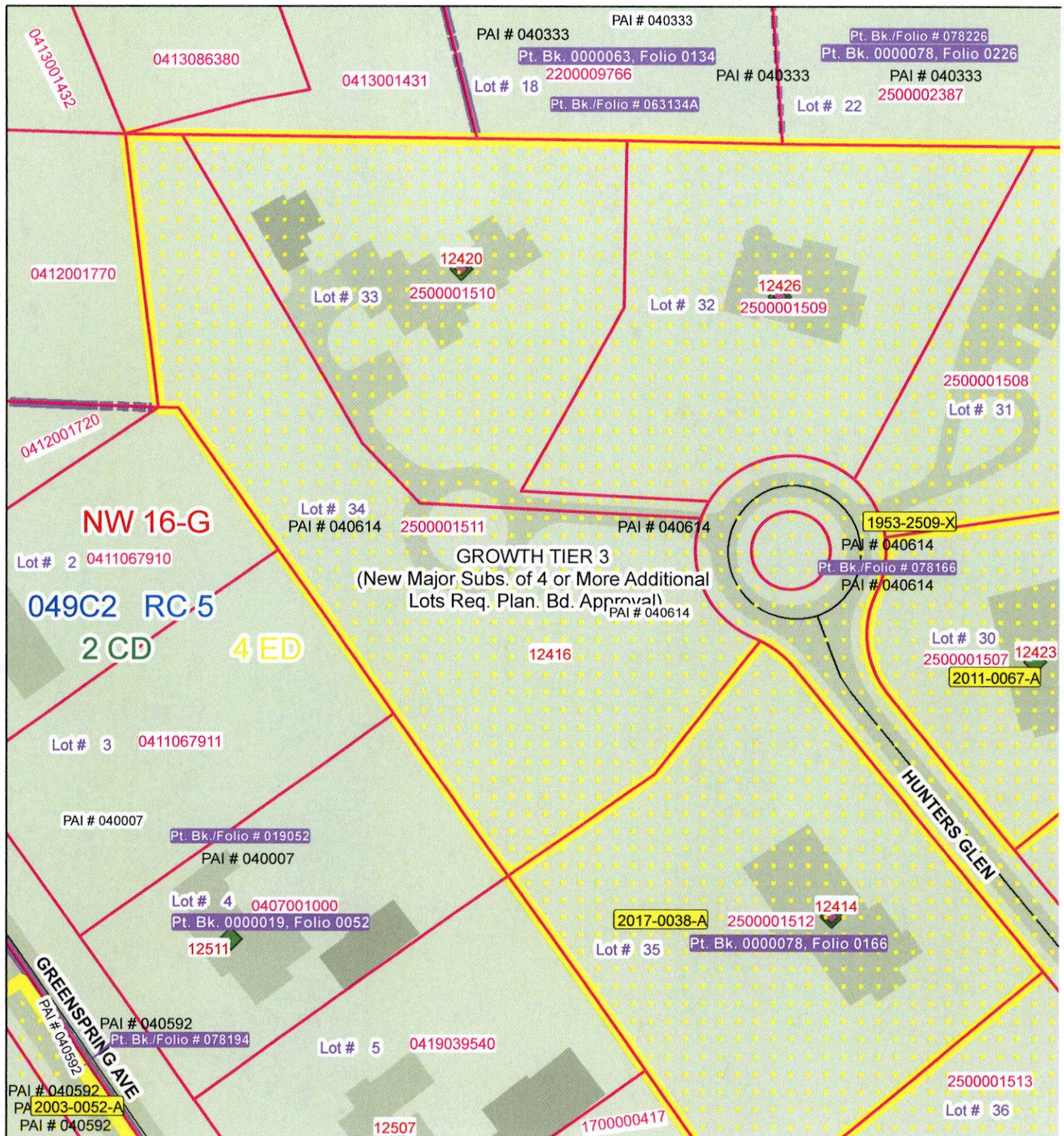
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
		Yes ☒ No ☐ Will the property being conveyed be the grantee's principal residence?	
		Yes ☒ No ☐ Does transfer include personal property? If yes, identify: _____	
		Yes ☒ No ☐ Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).	

Assessment Use Only - Do Not Write Below This Line							
☐ Terminal Verification	☐ Agricultural Verification	☐ Whole	☐ Part	☐ Tran. Process Verification			
Transfer Number:	Date Received:	NOT REQUIRED	Deed Reference:	Assigned Property No.:			
Year: 20	Director of Budget and Finance	Map	Sub	Block			
Land	BALTIMORE COUNTY, MARYLAND	Grid	Plat	Lot			
Buildings		Parcel	Section	Occ. Cd.			
Total		Town Cd.	Ex. St.	Ex. Cd.			
REMARKS: COUNTY TRANSFER TAX							
ART 11 TITLES							
SUBTITLE 2-11-10-200							
RECORDATION TAX							
T.B. ART 12-108							

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (5/95)

Date: 11/17/06

12416 Hunters Glen, Tax #25-C-001-511



Publication Date: 10/1/2018



Publication Agency: Permits, Approvals & Inspections
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot



0 25 50 100 150 200 Feet

1 inch = 100 feet

Item #0103