081:2/28/90
BA033:6464B

IN RE: PETITION FOR ZONING VARIANCE – E/S Falls Road at Brightwood Club Lane, 515 Brightwood Club Drive, 9th Election District – 4th Councilmanic District, Jones Falls Valley Limited Partnership & Greenspring Meridian Limited Partnership, Petitioner(s)

* BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY
* Case No. 90-319-A

* * * * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSION OF LAW

The Petitioner herein requests a variance to permit a double-faced illuminated identification sign of 47 square feet per side for a total of 94 square feet in lieu of the maximum permitted 15 square feet or 1 square foot as more particularly described in Petitioner's Exhibit 1.

The Petitioner by James C. Di[illegible], Jr., Project Director, and James Matis, of G.W. Stephens & Associates, appeared and testified. Robert J. Aumiller and David Carliner also appeared for Petitioner. The Petitioner was represented by Robert W. Cannon, Esquire. There were no Protestants.

The testimony indicated that the subject property, known as Brightwood, is located along the East side of Falls road at Brightfield Road. The property is being improved with a nursing home and with a retirement community and is zoned DR-1. The testimony presented indicates that the Petitioner proposes to construct an identification sign which will provide identification to both the nursing home project

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By M. [illegible]

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and the retirement community from a single sign. The proposed sign would replace the sign approved in Case No. 88-392-XA and will be located near the southeast corner of the intersection of Falls Road and Brightfield Road in place of the original planned location near the northeast corner of the intersection. Petitioner testified that the proposed sign is necessary in order to provide directional and informational identification to the residents of both projects and their guests and because of the general topography of the site at this particular location. A majority of the buildings in the complex are sited a considerable distance from Falls Road providing little effective visible signage for each of the projects. In support of Petitioner's request, Petitioner's Exhibit 2 and Exhibit 3 were introduced showing the location of the sign and showing the comprehensive nature of the projects. Testimony further indicated that the nature of these projects and their population requires signage of the height and size proposed and that the size of permitted signs would unreasonably prevent the use of the property for permitted purposes. The Petitioner testified that practical difficulty and unreasonable hardship would result for the residential property, the convalescent home, guests and the public if the requested variance is denied. The variance will not be detrimental to the health, safety and general welfare of the public and is in harmony with the spirit and intent of the zoning regulations.

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An area variance may be granted where strict application of zoning regulations would cause practical difficulty to the Petitioner and his property. McLean v. Soley, 270 MD. 208 (1973). To prove practical difficulty in an area of variance, Petitioner must show the following:

1. Where strict compliance of requirement would unreasonably prevent the use of the property for permitted purpose or render a conformance unnecessarily burdensome.
2. Whether the grant would do substantial injustice to applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief; and
3. Where relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare is secured. (Anderson v. Board of Appeals, Town of Chesapeake Beach, 22 Md. App. 28, 1974).

It is clear from the testimony that if the variance were granted, such use would not be contrary to the spirit of the BCZR and would not result in substantial detriment to the public health, safety and general welfare.

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty would result if the variance was not granted. It has been established that the requirement from which petitioner seeks relief would unduly restrict the use of the land.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition, held, and for the reasons given above, the requested variance should be granted.

ORDER RECEIVED FOR FILING
Date 3/6/90
By M. [illegible]

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Therefore, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 6th day of March, 1990 that the Petition for zoning variance to permit a double faced illuminated identification sign of 47 sq. ft. per side for a total of 94 square feet in lieu of the maximum permitted 15 square feet or 1 square foot be and is hereby GRANTED, from and after the date of this Order, subject to the following:

1. The Petitioner may apply for its building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at its own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.
2. The sign variance granted in Case No. 88-392-XA is hereby revoked.

J. Robert Haines
Zoning Commissioner for Baltimore County

ORDER RECEIVED FOR FILING
Date 3/6/90
By M. [illegible]

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
(301) 887-3353

J. Robert Haines
Zoning Commissioner

Dennis F. Rasmussen
County Executive

March 5, 1990

Robert W. Cannon, Esquire
100 South Charles Street
Baltimore, Maryland 21201-2773

RE: Petition for Zoning Variance
Case No. 90-319-A
Meridian Limited Partnership, Petitioner

Dear Mr. Cannon:

Enclosed please find the decision rendered in the above captioned case. The Petition for Zoning Variance has been granted in accordance with the attached Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days of the date of the Order to the County Board of Appeals. If you require additional information concerning filing an appeal, please feel free to contact our Appeals Clerk at 887-3391.

Very truly yours,

J. Robert Haines
Zoning Commissioner

JRH:mmn
encl.
cc: Peoples Counsel

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PETITION FOR ZONING VARIANCE

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY: 90-319-A

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 413.1 e (1) or Section 413.1 a to permit an illuminated sign of 94 square feet total (47 square feet per face) in lieu of the permitted 15 square feet or 1 square foot respectively,

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty) Petitioners proposed sign will provide directional and informational identification to a combination of uses including residential and convalescent home uses. The nature of these uses requires a more imposing sign than permitted by the zoning regulations in order to serve the needs of the public, particularly the senior citizens, in locating these new facilities. Grant of variance is in harmony with the spirit and intent of the zoning regulations, and would not result in substantial injury to public health, safety and general welfare. Denial of Petitioner's request would cause practical difficulty and unreasonable hardship.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

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

Legal Owner(s): Greenspring Meridian Limited Partnership
(Type or Print Name)
W. J. [illegible], V.P.
Signature
515 Fairmount Ave, Suite 800
Address
Towson, MD 21204
City and State

Legal Owner(s): Jones Falls Valley Limited Partnership By: Pheasant Hill Corp., General Partner
(Type or Print Name)
Robert J. Aumiller, V.P.
Signature
Robert J. Aumiller, Vice President
(Type or Print Name)
Signature

Attorney for Petitioner:
Robert W. Cannon
(Type or Print Name)
Robert W. Cannon
Signature
Weinberg and Green
100 South Charles Street
Address
Baltimore, Maryland 21201
City and State
Attorney's Telephone No.: 332-8816

2328 West Joppa Road Suite 200
Address / Phone No.
Lutherville, Maryland 21093
City and State

Name, address and phone number of legal owner, contract purchaser or representative to be contacted
Robert W. Cannon
Name
Weinberg and Green
100 South Charles St. 332-8816
Address / Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 12 day of Dec, 1989, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 9 day of Feb, 1990, at 2 o'clock P. M.

J. Robert Haines
Zoning Commissioner of Baltimore County

(over)

ORDER RECEIVED FOR FILING
Date
By

179

FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR., & ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MARYLAND 21204

90-319-A

Description to Accompany Zoning Petition. October 31, 1989

Beginning for the same at a point designated 21, on the eastern side of Falls Road, Md. Rte. 25, shown on a Plat entitled "BRIGHTWOOD", dated December 15, 1988, recorded among the Plat Records of Baltimore County, Maryland in Plat Book S.M. 59 folio 142, said place of beginning being South 00 degrees 23 minutes 34 seconds East 723.21 feet from the centerline intersection of said Falls Road with the centerline of the Baltimore Beltway, I-695, running thence leaving said place of beginning binding on the cutoff leading to the southern side of Brightfield Road shown on said Plat,

1) North 32 degrees 53 minutes 08 seconds East 26.93 feet to the southern side of Brightfield Road, of variable width, running thence binding on the southern side of said Brightfield Road, of variable width, the twelve following courses, viz:
2) South 88 degrees 26 minutes 35 seconds East 19.17 feet,
3) northeasterly by a curve to the left having a radius of 160.00 feet for a distance of 127.50 feet, said curve being subtended by a chord bearing North 68 degrees 43 minutes 43 seconds East 124.15 feet,
4) North 43 degrees 02 minutes 17 seconds East 100.12 feet,
5) North 45 degrees 54 minutes 01 seconds East 163.46 feet,
6) northeasterly by a curve to the right having a radius of 280.00 feet for a distance of 110.02 feet, said curve being subtended by a chord bearing North 57 degrees 09 minutes 24 seconds East 109.31 feet,
7) North 68 degrees 24 minutes 47 seconds East 144.65 feet,
8) northeasterly by a curve to the left having a radius of 320.00 feet for a distance of 112.18 feet, said curve being subtended by a chord bearing North 58 degrees 22 minutes [illegible] seconds East 111.61 feet,
9) North 48 degrees 19 minutes 35 seconds East 20.21 feet,
10) South 86 degrees 40 minutes 25 seconds East 28.28 feet,
11) North 48 degrees 19 minutes 35 seconds East 42.07 feet,
12) North 41 degrees 40 minutes 25 seconds West 25.00 feet and
13) North 48 degrees 19 minutes 35 seconds East 89.82 feet, running thence leaving said Brightfield Road, the four following courses, viz:
14) South 28 degrees 14 minutes 33 seconds East 119.58 feet,
15) South 26 degrees 08 minutes 33 seconds East 95.00 feet,
16) South 22 degrees 06 minutes 33 seconds East 70.00 feet and
17) North 75 degrees 39 minutes 48 seconds East 503.35 feet to intersect the western side of Jones Falls Expressway, I-83, running thence binding on the western side of said Jones Falls Expressway, I-83 and binding on the northwestern side of Ruxton Road, the nine following courses, viz:
18) southeasterly by a curve to the right having a radius of 3044.05 feet for a distance of 1260.99 feet, said curve being subtended by a chord bearing South 03 degrees 25 minutes 09 seconds East 1252.00 feet,

Description to Accompany Zoning Petition. October 31, 1989
Page -2-

19) South 81 degrees 33 minutes 07 seconds East 80.00 feet,
20) southwesterly by a curve to the right having a radius of 3124.05 feet for a distance of 187.39 feet, said curve being subtended by a chord bearing South 10 degrees 10 minutes 09 seconds West 187.66 feet,
21) South 33 degrees 00 minutes 20 seconds West 246.17 feet,
22) North 73 degrees 45 minutes 52 seconds West 193.00 feet,
23) South 44 degrees 41 minutes 27 seconds West 269.91 feet,
24) South 58 degrees 11 minutes 18 seconds West 305.75 feet,
25) South 02 degrees 04 minutes 53 seconds West 97.81 feet and
26) South 84 degrees 26 minutes 12 seconds West 66.58 feet, running thence leaving said Ruxton Road, the eight following courses, viz:
27) North 02 degrees 04 minutes 53 seconds East 319.99 feet,
28) South 60 degrees 08 minutes 15 seconds West 459.55 feet,
29) North 25 degrees 44 minutes 35 seconds East 22.90 feet,
30) North 10 degrees 33 minutes 35 seconds East 170.00 feet,
31) North 45 degrees 17 minutes 13 seconds East 180.15 feet,
32) North 01 degrees 15 minutes 10 seconds West 55.00 feet,
33) North 37 degrees 57 minutes 50 seconds West 368.01 feet and
34) South 88 degrees 44 minutes 50 seconds West 220.00 feet to intersect the eastern side of said Falls Road, running thence binding on the eastern side of said Falls Road, the four following courses, viz:
35) North 01 degrees 15 minutes 10 seconds West 413.20 feet,
36) North 01 degrees 13 minutes 00 seconds West 311.87 feet,
37) North 01 degrees 47 minutes 27 seconds East 49.20 feet and
38) North 01 degrees 33 minutes 25 seconds East 122.64 feet to the place of beginning.

Containing 53.143 acres of land more or less.

(THIS DESCRIPTION FOR ZONING PURPOSES ONLY AND NOT INTENDED LAND CONVEYANCE)

[illegible signature]
11/21/89

FALLS ROAD STATE RT. 25

BALTIMORE BELTWAY I-695

PARCEL 'A' PART II

PARCEL 'B'

PARCEL 'C'

PARCEL 'D'

100 YEAR FLOODPLAIN

BRIGHTWOOD ROAD

THE CLUB

THE SQUARE

MERIDIAN

TRANSMISSION MAIN RIGHT OF WAY

OPEN SPACE

Gatehouse

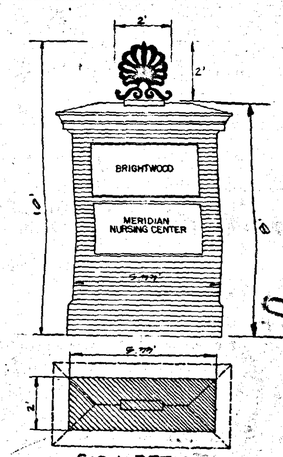
Maintenance Bldg.

JOHN A. HATFIELD JR.
6681/726
VACANT
3.28 ACRES
EXIST. ZONING - DR-1
PRESENT USE - AGRICULTURE

JUDY WILDBERGER
ROCKLAND ESTATES
LOT 3

VICINITY MAP 1" = 2000'

BENCH MARK: BALTIMORE COUNTY No. X-3118
GALVANIZED SPIKE AT WEST EDGE MACADAM FALLS ROAD AT OLD COURT ROAD. ELEVATION: 323.44



SIGN DETAIL
NO SCALE

NOTES: SIGN TO BE ILLUMINATED
SIGN TO BE DOUBLE FACED
47 SF PER FACE
94 SF TOTAL BOTH FACES
TOTAL INCLUDES BASE AND DECORATIVE INSIGNIA.

GENERAL NOTES

EXISTING ZONING — DR-1
AREA OF PARCEL 'A' PART I AND PARCEL 'C' — 53.14 ACRES
PRESENT USE — VACANT (UNDER CONSTRUCTION)
PROPOSED USE — 80 UNIT RETIREMENT COMMUNITY AND 140 BED CONVALESCENT HOME

PETITIONER'S EXHIBIT 2

90-319A

SEE THE FOLLOWING ZONING CASE RELATIVE TO THE BRIGHTWOOD RETIREMENT COMMUNITY:

SEE ZONING CASE 88-282-A WHICH GRANTED/PERMITTED:
1) A MAXIMUM WIDTH OF BUILDING ELEVATION OF TWO FEET AND 880 FEET IN LIEU OF THE PERMITTED 100 FOOT MAXIMUM AS SPECIFIED IN SECTION 1B01.2.B.2 (BCZR)

THE CONSOLIDATION OF DENSITY OF NON CONTIGUOUS PARCELS OF AN ORIGINAL OVERALL TRACT ON A PORTION OF THE REMAINING ORIGINAL TRACT. SECTION 1B01.2 (BCZR)

A VARIANCE TO SECTION 1B01.2B (BCZR), (V,B,2,C,H,D,P,) TO PERMIT A FRONT YARD SETBACK OF 13 FEET IN LIEU OF THE REQUIRED 75 FEET FOR THE PROPOSED GATEHOUSE.

A VARIANCE TO SECTION 1B01.2B (BCZR), (V,B,2,C,H,D,P,) TO PERMIT A SIDE YARD SETBACK OF 18 FEET IN LIEU OF THE MINIMUM REQUIRED 40 FEET FOR THE PROPOSED GATEHOUSE.

A "BLANKET" VARIANCE TO SECTION 1B01.2B.3. (BCZR) TO PERMIT A 4 FOOT PARAPETTE WIDTH IN LIEU OF THE REQUIRED 10 FOOT MINIMUM.

A "BLANKET" VARIANCE TO SECTION 1B01.2C.3.b.(BCZR) TO PERMIT A DISTANCE OF 4 FEET BETWEEN THE CENTERS OF FACING WINDOWS OF DIFFERENT BUILDING UNITS IN LIEU OF THE REQUIRED 60 FOOT MINIMUM.

A "BLANKET" VARIANCE TO SECTION 1B01.2C (BCZR), (V,B,2,C,H,D,P,) TO PERMIT A DISTANCE OF 6 FEET FROM GARAGE TO LOT LINE IN LIEU OF THE REQUIRED 15 FOOT MINIMUM

A "BLANKET" VARIANCE TO SECTION 1B01.2C.1. (V,B,2,C,H,D,P,) TO PERMIT A HORIZONTAL SEPARATION BETWEEN TWO DWELLING UNITS, AND WITH A VERTICAL SEPARATION DISTANCE OF 12 FEET, (ONE STORY), IN LIEU OF THE REQUIRED 25' MINIMUM.

SUBJECT TO THE FOLLOW RESTRICTIONS:

1) IF THE PETITIONER MAY APPLY FOR HIS BUILDING PERMIT AND BE GRANTED SAME UPON RECEIPT OF THIS ORDER, HOWEVER, PETITIONER HEREBY IS MADE AWARE THAT PROCEEDING AT THIS TIME IS AT HIS OWN RISK UNTIL SUCH TIME AS THE APPELLATE PROCESS FROM THIS ORDER HAS EXPIRED. IF, FOR WHATEVER REASON, THIS ORDER IS REVERSED, THE PETITIONER WOULD BE REQUIRED TO RETURN, AND BE RESPONSIBLE FOR RETURNING, SAID PROPERTY TO ITS ORIGINAL CONDITION.

2) THE PETITIONER SHALL FILE APPROPRIATE DOCUMENTATION IN THE LAND RECORDS OF BALTIMORE COUNTY EVIDENCING THE VARIANCE OF THE DENSITY UNITS FROM PARCELS B, E, AND A WITH THE EXCEPTION OF THE 100 DENSITY UNIT RESERVED ON PARCEL A, (P-1, P-2, AND P-3 ONLY) IN THE FOLLOWING MANNER, IN EACH PARCEL, IT IS NOW THERE IS, OR WHEREBY THAT ALL DENSITY UNITS FOR THE SUBJECT PROPERTY HAVE BEEN USED BY THE DEVELOPMENT OF THE PROJECT AS SET FORTH IN PETITIONER'S EXHIBIT 2. PRIOR TO COMPLYING WITH THIS RESTRICTION, SHALL BE SUBMITTED TO THE DEPUTY ZONING COMMISSIONER WITHIN TWENTY (20) DAYS OF THE DATE OF THIS ORDER, UNLESS OTHERWISE EXTENDED.

3) THE PETITIONER SHALL COMPLY WITH ALL BOARD OF ADVISORY COMMITTEE COMMENTS.

SEE THE FOLLOWING ZONING CASE RELATIVE TO THE MERIDIAN CONVALESCENT HOME

SEE ZONING CASE 88-282-SA WHICH GRANTED/PERMITTED APRIL 1, 1988 A SPECIAL EXCEPTION TO PERMIT A CONVALESCENT HOME IN A DR-1 ZONE (SECT 1B01.1.A.6.BCZR)

A VARIANCE TO SECTION 413.1e(1) OR IN THE ALTERNATE SECTION 413.1a TO PERMIT AN ILLUMINATED SIGN OF 94 SF TOTAL, (47 SF PER FACE) IN LIEU OF THE 15 SF NON ILLUMINATED SIGN ALLOWED PER SECTION 413.1e (1) OR 1 SF SIGN PER SECTION 413.1a.

SUBJECT TO THE FOLLOWING RESTRICTIONS:

1) THE PETITIONER SHALL SUBMIT A COPY OF THE CERTIFICATE OF WAIVER AS EXHIBIT A AND A COPY OF THE FINALIZED RESTRICTIVE COVENANTS AS EXHIBIT B.

2) THE PETITIONER SHALL SUBMIT TO COUNSEL FOR THE ROCKLAND VILLAGE ASSOCIATION, INC. AND TO THE ZONING COMMISSIONER, ITS FINAL SITE PLAN FOR DEVELOPMENT PURPOSES. IF THE FINAL SITE PLAN NOW REFLECTS A SUBSTANTIAL CHANGE IN SCOPE OR EXTENT OF THE PROJECT, THE ZONING COMMISSIONER MAY MODIFY THE VARIANCE OF THE SPECIAL EXCEPTION AND VARIANCE HERE IN FOR THE LIMITED PURPOSE OF REVIEWING SUCH CHANGES. THE FINAL SITE PLAN WILL BE THE FINAL DEVELOPMENT PLAN (FDP) THE PRELIMINARY DEVELOPMENT PLAN. THE FINAL DEVELOPMENT PLANS SUBMITTED TO THE PETITIONERS FOR APPROVAL WILL BE LABELED WITH REFERENCE FOR THE RECORDING OF THE RESTRICTIVE COVENANT AGREEMENT AMONG THE LAND RECORDS OF BALTIMORE COUNTY, (BK 6737 PG 337)

3) THIS ORDER MAY BE APPEALED TO THE BALTIMORE COUNTY BOARD OF APPEALS WITHIN THIRTY (30) DAYS FROM THE ENTRY THEREOF. HOWEVER, THE PETITIONERS ARE ADVISED THAT PROCEEDING UNDER THIS ORDER AT THIS TIME IS AT THE PETITIONER'S OWN RISK, SAID TIME AS THE APPLICABLE APPELLATE PROCESS FROM THIS ORDER HAS EXPIRED. IF, FOR WHATEVER REASON, THIS ORDER IS REVERSED, THE PETITIONERS WOULD BE REQUIRED TO RETURN, AND BE RESPONSIBLE FOR RETURNING, SAID PROPERTY TO ITS ORIGINAL CONDITION.

4) THE PETITIONER SHALL COMPLY WITH ALL BOARD OF ADVISORY COMMITTEE COMMENTS.

SEE ZONING ORDER DATED MAY 13, 1998 WHICH CLARIFIES THE PROVISION ABOVE WHEREIN WAS GRANTED THE PROVISION TO RESERVE ONE DENSITY UNIT IN PARCEL B, D, AND P-3 EACH AND FURTHER GRANTED AN EXTENSION OF SIXTY DAYS (FROM THE DATE OF THE ANSWERED ORDER) TO FILE THE REQUIRED DOCUMENTATION

IN THE LAND RECORDS OF BALTO. COUNTY EVIDENCING THE TRANSFER OF THE REMAINING DENSITY UNITS FROM PARCEL B, D, P-1, P-2 AND I WITH THE EXCEPTION OF ONE DENSITY UNIT RESERVED ON PARCEL B, D, & P-3 EACH, TO PARCEL E2. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ORDER SHALL REMAIN IN FULL FORCE AND EFFECT.

90-319-A
#179

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
303 ALLEGHENY AVENUE
TOWSON, MARYLAND 21204
(301) 825-8120

VARIANCE REQUEST

VARIANCE IS REQUESTED TO SECTION 413.1e (1) OR IN THE ALTERNATE SECTION 413.1a TO PERMIT AN ILLUMINATED SIGN OF 94 SF TOTAL, (47 SF PER FACE) IN LIEU OF THE 15 SF NON ILLUMINATED SIGN ALLOWED PER SECTION 413.1e (1) OR 1 SF SIGN PER SECTION 413.1a.

OWNER

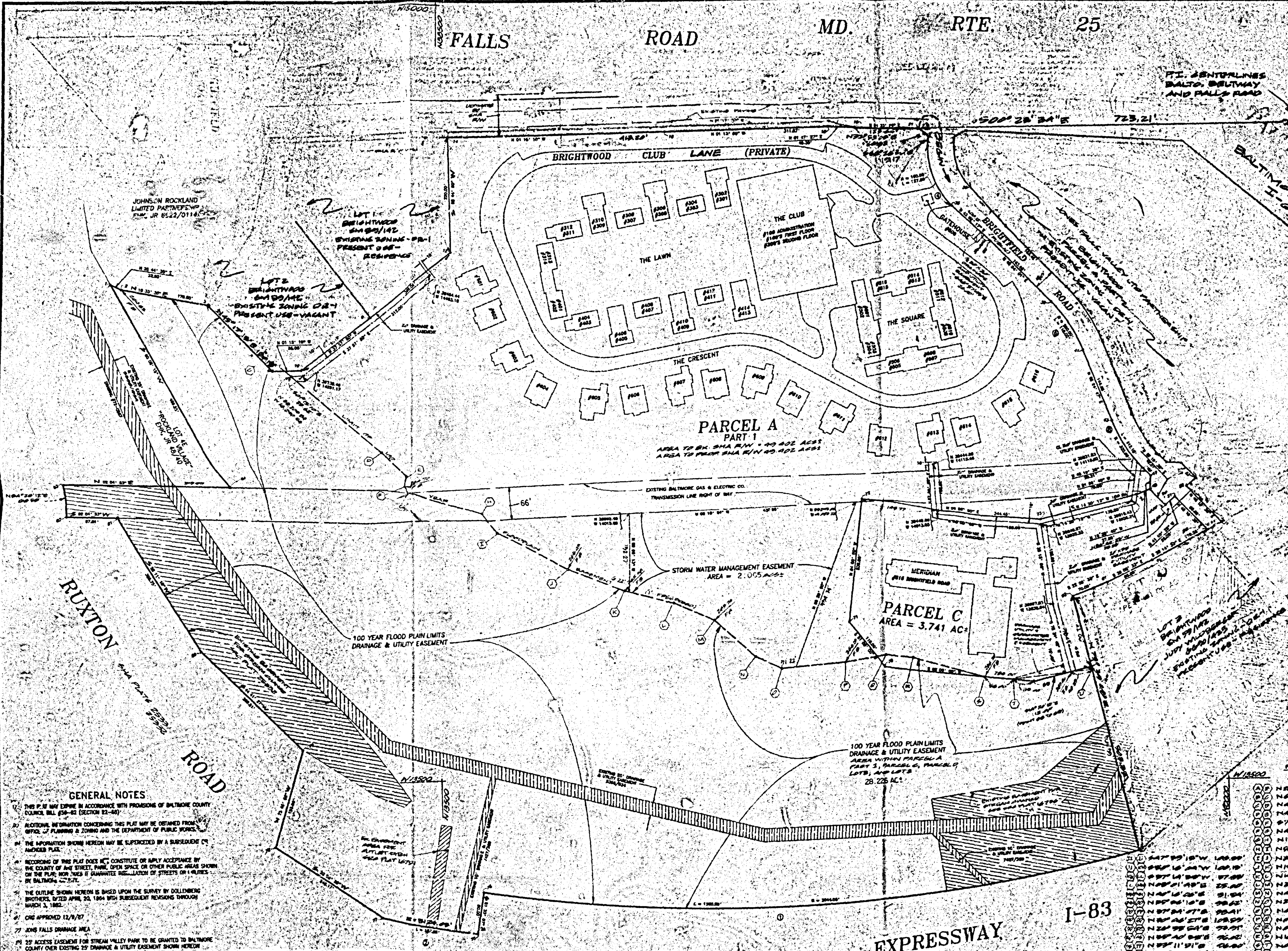
JONES FALLS VALLEY LTD PARTNERSHIP
PHEASANT HILLS CORP, GENERAL PARTNER
2328 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE, MARYLAND 21093

JOINT PETITIONERS

JONES FALLS VALLEY LTD PARTNERSHIP
PHEASANT HILLS CORP. GENERAL PARTNER
2328 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE MARYLAND 21093
GREENSPRING MERIDIAN LTD PARTNERSHIP
C/O MERIDIAN NURSING CENTERS INC.
515 FAIRMOUNT AVENUE
TOWSON MARYLAND 21204

STATE OF MARYLAND
PROFESSIONAL ENGINEER
P.E. 19850

PLAT TO ACCOMPANY ZONING PETITION
FOR
VARIANCE
JOINT BRIGHTWOOD/MERIDIAN SIGN
BALTO. CO. MD
ELECT DISTRICT NO 9
DATE: OCTOBER 26, 1989
SCALE: 1" = 50'
SHEET 2 OF 2



CURVE DATA

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
1	23° 44' 05"	3044.05'	1260.99	639.87'	S 03° 25' 09" E 1252.00'
2	03° 26' 32"	3124.05'	187.69'	93.87'	S 10° 10' 09" W 187.66'
3	01° 31' 49"	4550.39'	121.53'	60.77'	S 27° 28' 39" E 121.53'
4	45° 39' 24"	160.00'	127.50'	67.35'	N 68° 43' 43" E 124.15'
5	45° 39' 24"	110.00'	87.65'	46.30'	N 68° 43' 43" E 85.35'
6	22° 30' 45"	280.00'	110.02'	55.73'	N 57° 09' 24" E 109.31'
7	22° 30' 45"	320.00'	125.73'	63.69'	N 57° 09' 24" E 124.93'
8	20° 05' 12"	320.00'	112.18'	56.67'	N 58° 22' 11" E 111.61'
9	20° 05' 12"	280.00'	98.16'	49.59'	N 58° 22' 11" E 97.66'
10	12° 56' 56"	500.00'	113.00'	56.74'	N 54° 48' 03" E 112.76'

THE APPROVAL OF THIS PLAT IS BASED UPON A REASONABLE EXPECTATION THAT WATER AND SEWER SERVICE, WHICH IS PLANNED FOR [illegible] ... HOWEVER, BUILDING PERMITS ... THE PLANNED WATER AND SEWER FACILITIES ... ADEQUATE TO SERVE THE PROPOSED DEVELOPMENT.

VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- DENOTES OVERALL BOUNDARY
- DENOTES PARCEL BOUNDARIES
- DENOTES EXISTING EASEMENTS
- DENOTES PROPOSED EASEMENTS
- DENOTES 100 YEAR FLOOD PLAIN LIMITS (1' FREEBOARD)
- DENOTES BUILDING & HOUSE NO.'S #500
- DENOTES CURVE DATA (5)
- DENOTES COORDINATES
- INDICATES LAND TO BE ACQUIRED FROM SHA
- INDICATES LAND TO BE CONVEYED TO SHA

COORDINATE TABLE

NO.	NORTH	WEST
1	3788?.44	14469.01
2	37886.07	14459.09
3	38053.19	14427.91
4	38 38.57	14572.48
5	38165.21	14739.73
6	38170.11	14749.77
7	38219.31	14740.64
8	38196.24	14618.69
9	38365.01	14402.60
10	38234.92	14301.09
11	38179.93	14299.89
12	38525.06	14527.48
13	38520.03	14757.43
14	38520.25	14747.43
15	38933.1?	14766.46
16	38933.35	14756.48
17	39246.23	14773.11
18	39245.15	14763.06
19	39294.43	14791.54
20	?2379.54	14657.87
21	39418.02	14758.18
22	39513.98	14755.58
23	39513.71	14745.63
24	39539.21	[illegible]
25	39538.68	14744.31
26	39925.61	14734.42
27	39939.15	14723.12
28	39440.79	14748.49
29	39437.98	14745.88
30	39440.83	14743.58
31	39440.11	14724.40
32	39490.09	14723.04
33	39490.61	14742.21
34	39498.05	14746.46
35	39485.15	14808.71
36	39521.05	14643.50
37	39558.33	14540.37
38	39587.05	14568.21
39	39672.08	14422.98
40	39700.81	[illegible]
41	39731.37	14332.14
42	39768.56	14345.86
43	[illegible]	14198.84
44	39821.78	14211.38
45	39843.12	14101.61
46	39873.00	14128.20
47	39838.56	14088.51
48	39888.44	14115.11
49	39854.82	14058.28
50	39852.89	14028.86
51	39901.56	14043.48
52	39923.97	14063.63
53	39942.66	14080.05
54	[illegible]	14111.47
55	40058.63	14283.12
56	40473.98	14249.60
57	40385.88	14193.72
58	39968.45	13990.88
59	39952.82	13971.52
60	39855.94	13919.80
61	39970.85	13877.95
62	[illegible]	13651.60
63	40030.02	13684.13
64	40095.01	13791.99
65	40123.86	13808.57
66	40157.68	13646.64
67	39830.44	13383.82
68	39740.86	13714.02
69	39832.45	13656.29
70	39348.02	13718.18
71	38078.79	13801.67
72	39303.67	14038.37
73	39645.23	14002.38
74	36826.63	14048.98
75	38580.67	13289.25
76	38568.92	13210.12
77	38384.21	13243.25
78	38177.77	13377.35
79	38231.73	13562.65
80	38036.85	13752.47
81	37878.68	14012.29
82	37920.94	14015.84
83	37774.48	14062.19
84	38094.28	14070.48
[illegible]	40000.78	13987.81
[illegible]	39674.00	14012.00
[illegible]	39949.50	14067.00
DD	39841.00	14102.00
EE	39957.00	14146.00
FF	39837.00	14135.00
GG	39857.00	14343.00
HH	39758.00	14427.00
II	40061.00	14541.00
JJ	[illegible]	[illegible]
KK	39845.00	14697.00
[illegible]	39961.28	[illegible]
[illegible]	40423.27	[illegible]
[illegible]	40231.28	[illegible]
101	39742.10	[illegible]
102	[illegible]	[illegible]
103	39933.56	[illegible]
104	39921.28	[illegible]
105	39890.82	13750.37
106	39937.77	13715.06
[illegible]	[illegible]	[illegible]

TABULATION
[illegible]
AREA OF PARCEL A [illegible]
AREA OF PARCEL C [illegible]
DENSITY ALLOWED [illegible]
NUMBER OF UNITS PROPOSED [illegible]
[illegible]

LOCATION TO BE DEFINED ON FUTURE CONDOMINIUM [illegible]

SEE ROAD CLOSING ORDER (OLD COURT ROAD)
DATED 11/17/88 RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN ROAD CLOSING
LIBER 1 FOLIO 023

FLOODPLAIN EASEMENT METES AND BOUNDS

S47°39'19"W	100.99'
S48°16'24"W	100.15'
S37°14'38"W	97.09'
N42°21'49"E	25.00'
N40°16'06"E	51.94'
N37°06'10"E	98.62'
N37°34'17"E	90.41'
N38°46'27"E	105.99'
N28°38'54"E	99.31'
N38°40'34"E	96.02'
N33°11'31"E	96.00'
N28°05'49"E	122.94'
N51°09'15"E	125.67'
N71°10'02"E	62.64'
S48°32'20"E	112.06'

Points	Bearing	Distance
A-B	N18°42'01"E	44.65'
B-C	N60°41'24"E	52.?'
C-D	N46°41'10"E	71.18'
D-E	N42°52'44"E	66.87'
E-F	S77°19'11"E	24.50'
F-G	N48°49'21"E	10.95'
G-H	N17°49'39"E	192.65'
H-I	N56°47'05"E	52.20'
I-J	N38°34'31"E	161.60'
J-K	N16°01'18"E	114.69'
K-L	N14°37'19"E	49.10'
L-M	N28°04'21"E	29.98'
M-N	N44°13'59"E	102.14'
N-O	N33°46'37"E	64.39'
O-P	N44°09'35"W	124.60'
P-Q	N07°17'30"W	83.10'
Q-R	N44°36'55"E	51.46'
R-S	N16°39'10"E	130.50'
S-T	N08°01'42"E	[illegible]
T-U	N07°56'20"W	149.86'
U-V	N16°48'49"W	91.15'
V-W	N38°09'12"W	41.77'
W-X	N64°43'40"W	91.18'
X-Y	N62°19'36"W	116.66'
Y-Z	N01°39'45"W	21.91'
Z-AA	S28°14'33"W	30.41'
AA-BB	S64°41'55"W	60.84'
BB-CC	S78°41'21"W	39.38'
CC-DD	N70°27'30"W	87.16'
DD-EE	S78°22'40"W	48.52'
EE-FF	S87°59'41"W	38.77'
FF-GG	S40°53'05"W	106.70'
GG-HH	S42°01'54"W	75.97'

GENERAL NOTES

1) THIS PLAT MAY EXPIRE IN ACCORDANCE WITH PROVISIONS OF BALTIMORE COUNTY COUNCIL BILL #56-82 (SECTION 22-46)
2) ADDITIONAL INFORMATION CONCERNING THIS PLAT MAY BE OBTAINED FROM THE OFFICE OF PLANNING & ZONING AND THE DEPARTMENT OF PUBLIC WORKS.
3) THE INFORMATION SHOWN HEREON MAY BE SUPERCEDED BY A SUBSEQUENT OR AMENDED PLAT.
4) RECORDING OF THIS PLAT DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE BY THE COUNTY OF ANY STREET, PARK, OPEN SPACE OR OTHER PUBLIC AREAS SHOWN ON THE PLAT, NOR DOES IT GUARANTEE INSTALLATION OF STREETS OR UTILITIES BY BALTIMORE COUNTY.
5) THE OUTLINE SHOWN HEREON IS BASED UPON THE SURVEY BY DOLLENBERG BROTHERS, DATED APRIL 20, 1964 WITH SUBSEQUENT REVISIONS THROUGH MARCH 3, 1982.
6) CRG APPROVED 12/9/87
7) JONS FALLS DRAINAGE AREA
8) 25' ACCESS EASEMENT FOR STREAM VALLEY PARK TO BE GRANTED TO BALTIMORE COUNTY OVER EXISTING 25' DRAINAGE & UTILITY EASEMENT SHOWN HEREON (5365/934) THROUGH PARCEL A.
9) ELEVATIONS SHOWN ON FLOODPLAIN EASEMENT ARE 1' ABOVE 100 YEAR WATER SURFACE.
10) THE OWNER/DEVELOPER WILL APPLY THE BEST MANAGEMENT PRACTICES CONTAINED IN THE WATER QUALITY MANAGEMENT POLICY.
11) THE RECORDING OF THIS PLAT DOES NOT GUARANTEE INSTALLATION OF STREETS OR UTILITIES BY BALTO. COUNTY.
12) PARCEL A, B, C AND LOTS 1 & 2 OWNED BY JONES FALLS VALLEY LIMITED PARTNERSHIP 7374/409 ACCT #16-00-004859
13) PARCEL D & LOT 3 OWNED BY JUDY WILDBERGER 6690/425 ACCT #19-00-006815
14) TRASH COLLECTION, SNOW REMOVAL, THE MAINTENANCE ARE TO BE PROVIDED IN THE STREET R/W FOR LOTS 1, 2, & 3 ONLY.
15) EXCEPT AS OTHERWISE INDICATED, ALL BUILDING RESTRICTION LINES SHOWN HEREON HAVE BEEN PLACED AS THE RESULT OF AN INTERPRETATION ONLY OF CURRENTLY APPLICABLE REGULATIONS AND POLICIES OF BALTO. COUNTY OFFICE OF PLANNING AND ZONING. EXCEPTIONS TO THESE RESTRICTIONS MAY APPLY INCLUDING THE MIN. SETBACK OF 22 FEET TO BE HELD FROM THE STREET RIGHT OF WAY LINE TO THE GARAGE OR CARPORT ENTERED DIRECTLY FROM THE STREET.
16) THE WETLAND LIMITS AS INDICATED ON THE FINAL DEVELOPMENT PLAN HAVE BEEN DETERMINED FROM FIELD INSPECTION BY THE BALTO. COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT. NO CLEARING, GRADING, OR CONSTRUCTION WILL BE CONDUCTED IN THIS AREA EXCEPT AS PERMITTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT.
17) SEE SHA PLATS 51125 AND 51126 FOR PROPOSED CONVEYANCES TO AND FROM SHA.

NOTE:

HIGHWAY AND HIGHWAY WIDENING, SLOPE EASEMENTS, DRAINAGE AND UTILITY EASEMENTS, ACCESS EASEMENTS, AND STORM WATER MANAGEMENT AREAS, NO MATTER HOW ENTITLED, SHOWN HEREON, ARE THE AREAS UPON THE OWNER HAS BEEN OFFERED FOR DEDICATION TO BALTO. COUNTY, MARYLAND. THE OWNER, HIS PERSONAL REPRESENTATIVES AND ASSIGNS SHALL CONVEY SAID AREAS BY DEED TO BALTO. COUNTY, MARYLAND AT NO COST.

NOTE:

COORDINATES AND BEARINGS SHOWN ON THIS PLAT ARE REFERRED TO THE SYSTEM OF COORDINATES ESTABLISHED IN THE BALTIMORE COUNTY METROPOLITAN DISTRICT AND ARE BASED ON THE FOLLOWING TRAVERSE STATIONS.

X-1391 N 23947.84 W 18248.91
X-1392 N 25882.00 W 15885.53

NOTE:

THE STREETS AND/OR ROADS AS SHOWN HEREON AND THE MENTION THEREOF IN DEEDS ARE FOR THE PURPOSE OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED TO PUBLIC USE. THE FEE SIMPLE TITLE TO THE BEDS THEREOF IS EXPRESSLY RESERVED BY THE GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.

OWNER

JONES FALLS VALLEY LTD. PARTNERSHIP
PHEASANT HILLS CORP. GENERAL PARTNER
2328 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE, MARYLAND 21093

JOINT PETITIONERS

JONES FALLS VALLEY LTD PARTNERSHIP
PHEASANT HILLS CORP. GENERAL PARTNER
2328 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE MARYLAND 21093
GREENSPRING MERIDIAN LTD PARTNERSHIP
C/O MERIDIAN NURSING CENTERS, INC.
215 FAIRMOUNT AVENUE
TOWSON, MARYLAND 21204

PETITIONER'S EXHIBIT 1

90-319A

BRIGHTWOOD

A RESUBDIVISION OF
A PORTION OF "ROCKLAND ESTATE"
RECORDED IN R.R.G. 30, FOLIO 63
AND
A RESUBDIVISION OF
PARCEL 'F' "ROCKLAND ESTATE"
PLAT BOOK R.R.G. 30, FOLIO 63
RECORDED IN E.H.K., JR. 49, FOLIO 40

BALTIMORE CO., MARYLAND ELECTION DISTRICT #9
COUNCILMANIC DISTRICT #4
SCALE: 1" = 100' [illegible] 1989

GWS
GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
TOWSON, MARYLAND 21204 BEL AIR, MARYLAND 21014

PLAT TO ACCOMPANY ZONING PETITION FOR VARIANCE
INDICATING OVERALL DEVELOPMENT

SHEET 1 OF 2

FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR., & ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MARYLAND 21204

October 31, 1989

Description to Accompany Zoning Petition,
Sign Variance Area.

Beginning for the same at a point designated 2.''on the eastern side of Falls Road, Md. Rte. 25, shown on a Plat entitled "BRIGHTWOOD", dated December 15, 1988, recorded among the Plat Records of Baltimore County, Maryland in Plat Book S.M. 59 folio 142, said place of beginning being South 00 degrees 23 minutes 34 seconds East 723.21 feet from the centerline intersection of said Falls Road with the centerline of the Baltimore Beltway, I-695, running thence leaving said place of beginning binding on the cutoff leading to the southern side of Brightfield Road shown on said F t,

1) North 32 degrees 53 minutes 08 seconds East 26.93 feet to the southern side of Brightfield Road, of variable width, running thence binding on the southern side of said Brightfield Road, of variable width,

2) South 88 degrees 26 minutes 35 seconds East 15.00 feet, running thence leaving said Brightfield Road, the two following courses, viz:

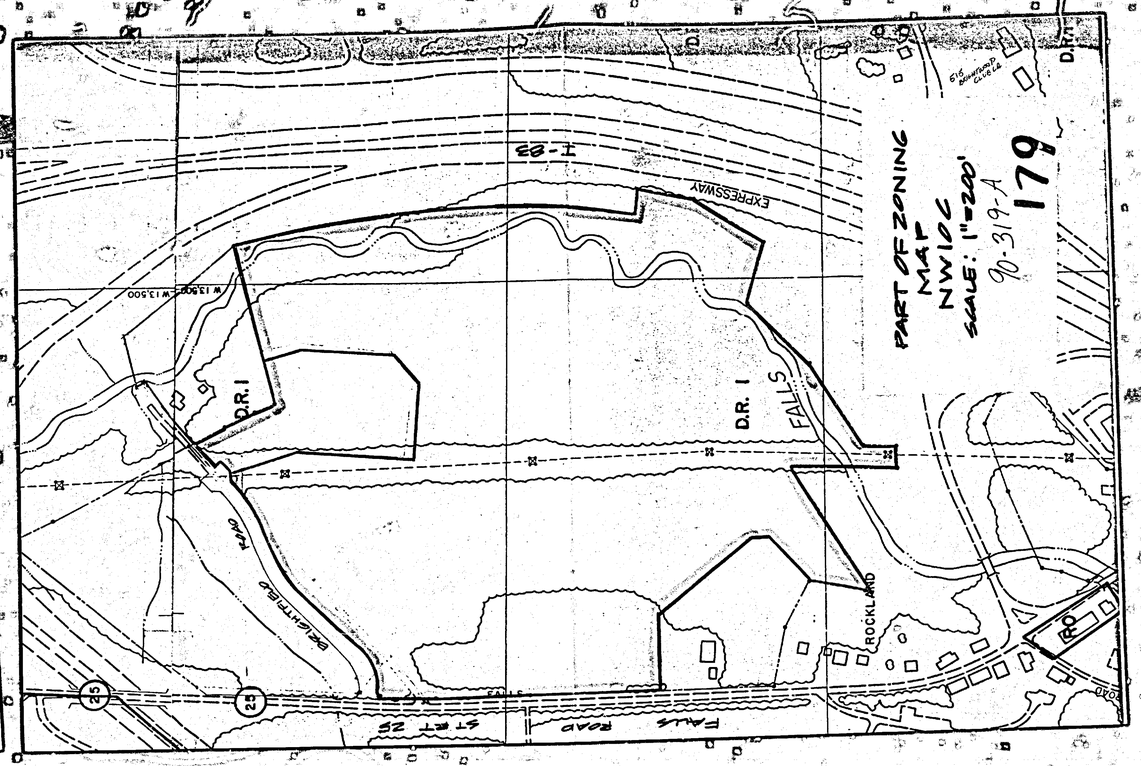
3) South 01 degrees 33 minutes 25 seconds West 23.00 feet, and

4) North 88 degrees 26 minutes 35 seconds West 29.00 feet to the place of beginning.

Containing 506 square feet or 0.012 acres of land more or less.

(THIS DESCRIPTION FOR ZONING PURPOSES ONLY AND NOT INTENDED LAND CONVEYANCE)

STATE OF MARYLAND
SEAL OF SENIOR ENGINEER
11/2/89



Baltimore County
Zoning Commissioner
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

receipt
No. 485

Account: R-001-6150

11/29/89

V19000129

PUBLIC HEARING FEES	QTY	PRICE
080 ZONING VARIANCE (OTHER)	1	$175.00
LAST NAME OF OWNER: KUHLER	TOTAL:	$175.00

Cashier Validation

Please make checks payable to: Baltimore County

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

90-319-A

Date of Posting January 12, 1990

District: 9th

Posted for: Variance

Petitioner: Jones Falls Valley Ltd. Partn. et al.

Location of property: E/S Falls Road at Brightwood Club Lane 515 Brightwood Club Drive

Location of Signs: East side of Falls Road approx. 725' south of c/l of Rt 695

Remarks:

Posted by: S. J. Grata Signature

Number of Signs: 1

Date of return: February 2, 1990

$107.53

CERTIFICATE OF PUBLICATION

TOWSON, MD., January 19, 1990

THIS IS TO CERTIFY, that the annexed advertisement was published in TOWSON TIMES, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on Jan 17, 1990.

TOWSON TIMES,

S. Zeke Orlow
Publisher

Partnership & Townsending Member Limited Partnership
Hearing Date: Friday, Feb. 9, 1990 at 2:00 p.m.

Variance: to permit an 8-turnaround sign of 64 square feet total (47 square feet per face) in lieu of the permitted 15 square feet or 1 square foot, respectively.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be in writing and received in this office by the date of the hearing set above or presented at the hearing.

J. ROBERT HAINES
Zoning Commissioner
Baltimore County

TJ/1/178 Jan. 18.

CERTIFICATE OF PUBLICATION

TOWSON, MD., January 19, 1990

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on Jan 18, 1990.

THE JEFFERSONIAN,

S. Zeke Orlow
Publisher

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 106 of the County Office Building, located at 111 W. Chesapeake Avenue in Towson, Maryland 21204 as follows:

Petition for Zoning Variance
Case number: 90-319-A
E/S Falls Road at Brighwood Club Lane
515 Brighwood Club Drive
5th Election District
4th Councilmanic
Petitioner(s):
Jones Falls Valley Limited Partnership & Townsending Member Limited Partnerd ip
Hearing Date: Friday, Feb. 9, 1990 at 2:00 p.m.

Variance: to permit an 8-turnaround sign of 64 square feet total (47 square feet per face) in lieu of the permitted 15 square feet or 1 square foot, respectively.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be in writing and received in this office by the date of the hearing set above or presented at the hearing.

J. ROBERT HAINES
Zoning Commissioner
Baltimore County

TJ/1/178 Jan. 18.

Baltimore County
Zoning Commissioner
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

receipt
No. 1318

Account: R-001-6150

90-319

PUBLIC HEARING FEES	QTY	PRICE
080 POSTING SIGNS / ADVERTISING	1	
LAST NAME OF OWNER: KUHLER	TOTAL:	

Cashier Validation

Please make checks payable to: Baltimore County

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
(301) 887-3353

J. Robert Haines
Zoning Commissioner

Dennis F. Rasmussen
County Executive

January 29, 1990

Robert W. Cannon, Enquire
Neinberg and Green
100 S. Charles Street
Baltimore, MD 21201

RE: Item No. 179, Case No. 90-319-A
Petitioner: Jones Falls Valley Lmtd
Petition for Zoning Variance

Dear Mr. Cannon:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a hearing on this case. Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

IT WOULD BE APPRECIATED IF YOU WOULD RETURN YOUR WRITTEN COMMENTS TO MY OFFICE, ATTENTION JULIE WINIARSKI. IF YOU HAVE ANY QUESTIONS REGARDING THIS, PLEASE CONTACT HER AT 887-3391.

Very truly yours,

JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:jw

Enclosures

cc: Mr. W. J. Neugroschel
Mr. Robert J. Aumiller

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
(301) 887-3353

J. Robert Haines
Zoning Commissioner

Dennis F. Rasmussen
County Executive

Your petition has been received and accepted for filing this

12th day of December, 1989.

J. ROBERT HAINES
ZONING COMMISSIONER

Received By:

Chairman,
Zoning Plans Advisory Committee

Petitioner: Jones Falls Valley Lmtd Prtshp

Petitioner's Attorney: Robert W. Cannon

Maryland Department of Transportation
State Highway Administration

Richard H. Trainor
Secretary
Hal Kassoff
Administrator

December 14, 1989

Mr. J. Robert Haines
Zoning Commissioner
County Office Building
Towson, Maryland 21204
Att: James Dyer

Re: Baltimore County
Brightwood
Zoning meeting 12/12/89
E/S Falls Road
MD 25
and Brightwood Club Lane
Item #179

Dear Mr. Haines:

After reviewing the submittal for a variance to permit an illuminated sign of 94 square feet total (47 square feet per face) in lieu of the permitted 15 square feet or 1 square foot respectively, we have the following comment.

We have forwarded this plan to our Highway Beautification Section -C/O George Dawson (333-1642), for all comments relative to zoning.

Very truly yours,

Charles Rose, Acting Chief
Engineering Access Permits
Division

LB/es

cc: Mr. George Dawson w/att.
G.W. Stephens, Jr. and Associates Inc.

RECEIVED
DEC 18 1989
ZONING OFFICE

My telephone number is (301) 333-1350

Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free
707 North Calvert St., Baltimore, Maryland 21203-0717

Maryland Department of Transportation
State Highway Administration

Richard H. Trainor
Secretary
Hal Kassoff
Administrator

December 21, 1989

RECEIVED
DEC 26 1989
ZONING OFFICE

Mr. J. Robert Haines
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Attn: James Dryer

Re: Plans Concerning Baltimore
County Zoning - Item No. 179

Dear Mr. Haines:

I have reviewed the plans submitted concerning the above subject. The sign as located on the plans is considered an on-premise sign. This office has no jurisdiction over on-premise signs, unless it presents a traffic hazard.

We have no objections to the location of the sign as per plans submitted. The sign shall not project into the State's Right-of-Way.

Sincerely,

George T. Dawson
Chief
Highway Beautification
Section

GTD:jsk

My telephone number is (301) 333-1641

Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free
707 North Calvert St., Baltimore, Maryland 21203-0717

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: J. Robert Haines
Zoning Commissioner

DATE: January 18, 1990

FROM: Pat Keller, Deputy Director
Office of Planning and Zoning

SUBJECT: Jones Falls Valley Limited Partnership, Item 179

The Petitioner requests a Variance to permit an illuminated sign of 94 sq. ft. total (47 sq. ft. per face) in lieu of the permitted 15 sq. ft. or 1 sq. ft. respectively.

In reference to the Petitioner's request, staff offers no comment.

If there should be any further questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 887-3211.

PK/JL/cmm

JAN 19 1990

Baltimore County
Department of Public Works
Bureau of Traffic Engineering
Courts Building, Suite 405
Towson, Maryland 21204
(301) 887-3554

Dennis F. Rasmussen
County Executive

January 11, 1990

J. Robert Haines
Zoning Commissioner
County Office Building
Towson, MD 21204

Dear Mr. Haines:

The Bureau of Traffic Engineering has no comments for items number 170, 175, 176, 179, 180 and 181.

Very truly yours,

Michael S. Flanigan,
Traffic Engineer Assoc. II

MSF/lab

RECEIVED
JAN 26 1990
ZONING OFFICE

Baltimore County
Fire Department
800 York Road
Towson, Maryland 21204-2586
(301) 887-4500

Paul H. Reincke
Chief

Dennis F. Rasmussen
County Executive

DECEMBER 8, 1989

J. Robert Haines
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, MD 21204

RE: Property Owner: JONES FALLS VALLEY LIMITED PARTNERSHIP AND GREENSPRING MERIDIAN LIMITED PARTNERSHIP

Location: E/S OF FALLS ROAD AT BRIGHTWOOD CLUB LANE

Item No.: 179 Zoning Agenda: DECEMBER 12, 1989

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

7. The Fire Prevention Bureau has no comments at this time.

REVIEWER: Capt James Kelly 12/12/89
Planning Group
Special Inspection Division

Noted and Approved: Capt Wm T Hackett Jr
Fire Prevention Bureau

JK/KEK

DEC 20 1989

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Zoning Advisory Committee DATE: December 19, 1989

FROM: Robert W. Bowling, P.E.

RE: Zoning Advisory Committee Meeting
for December 12, 1989

The Developers Engineering Division has reviewed the subject zoning items and we have no comments for Items 170, 175, 176, 179 and 180.

For Items 181 the CRG comments remain valid.

ROBERT W. BOWLING, P.E., Chief
Developers Engineering Division

RWB:s

DEC 27 1989

WEINBERG AND GREEN
ATTORNEYS AT LAW
100 SOUTH CHARLES STREET
BALTIMORE, MARYLAND 21201-2773

(301) 332-8600
WASHINGTON AREA: 470-7400
TELECOPIERS
(301) 332-8689
(301) 332-8863

10480 LITTLE PATUXENT PARKWAY
COLUMBIA, MARYLAND 21044-3506
(301) 740-8500

14 WEST PATRICK STREET
FREDERICK, MARYLAND 21701-5812
(301) 694-9200

WRITER'S DIRECT DIAL NUMBER
(301) 332-8816

FILE NUMBER
30442.2

March 1, 1990

The Honorable J. Robert Haines
Zoning Commissioner
Baltimore County
County Office Building
Towson, Maryland 21204

Re: Item No. 179, Case No. 90-319-A

Dear Commissioner Haines:

Enclosed you will find a draft of the Findings of Fact and Conclusions of Law with respect to the referenced matter.

Please let me know if you have any questions.

Sincerely yours,

Robert W. Cannon

Robert W. Cannon

0808p/081/fvk

Enclosure

RECEIVED
MAR 1 1990
ZONING OFFICE

GRAYLOFT
P.O.BOX 816
BROOKLANDVILLE
MARYLAND 21022-0816
FEBRUARY 7, 1990

RECEIVED
FEB 8 1990
ZONING OFFICE

Mr. Robert Haines
Zoning Commissioner
111 West Chesapeake Avenue
Towson, MD 21204

Dear Mr. Haines:

Re: Petition for Zoning Variance, No.90-319-A

Together, Brightwood and Meridian Nursing Home propose to erect a sign not more than ten (10) feet high and less than one hundred (100) square feet [total of both faces] on the east side of Falls Road near the junction of Falls and Old Old Court Roads.

This proposed sign is in keeping with the dimensions set forth in the "Restrictive Covenant Agreement," dated March 22, 1988, between the following signatories:

JONES FALLS VALLEY LIMITED PARTNERSHIP ("The Grantor")

AND "The Grantees", as follows:

RUXTON-RIDERWOOD-LAKE ROLAND IMPROVEMENT ASSOCIATION, INC.,
ROCKLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.,
DR. J.T.H.JOHNSON and ELEANOR B. JOHNSON, his wife,
T.COURTNEY JENKINS, III, and ALLISON JENKINS, his wife,
HARRISON GARRETT,
MARTIN AZOLA and LONE AZOLA, his wife.

While the issue of the lighting of the sign is not raised in the Covenant, please know that the homeowners and residents of the immediate area who have been polled are unanimous in their request for modest ground lighting. Voiced opinions point out that lighting from within the sign or by sodium vapor lamps, etc., would give a commercial aspect to our residential neighborhood.

Note also that the Ruxton-Riderwood-Lake Roland Improvement Association, Inc., has voted their support in this matter of the area residents who live nearest the project.

Thank you in advance for your thoughtful consideration of this issue.

Yours sincerely,

Edith Hoyt Garrett

Edith Hoyt Garrett

---

relbri01.cov
3/18/88:vlv:9

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT ("Agreement") is made this 22nd day of March, 1988 by and between JONES FALLS VALLEY LIMITED PARTNERSHIP, a Maryland limited partnership (the "Grantor"); and RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC. ("Ruxton-Riderwood"), a Maryland corporation, and ROCKLAND VILLAGE HOMEOWNERS ASSOCIATION, INC. ("Rockland Village"), a Maryland corporation (which Associations are hereinafter collectively called the "Associations"), and DR. J.T.H. JOHNSON and ELEANOR B. JOHNSON, his wife, T. COURTENAY JENKINS, III and ALLISON JENKINS, his wife, JAMES GARRETT and EDIE GARRETT, his wife, and MARTIN AZOLA and LONE AZOLA, his wife (collectively, the "Individual Grantees") (the Associations and the Individual Grantees are collectively referred to as the "Grantees").

WITNESSETH:

WHERE'S, Grantor is the owner of approximately 85 acres of land comprised of Parcels E, F, and G and a portion of Parcel I as shown on a plat entitled "Rockland Estate", which plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book RRG No. 30, Folio 63 (the "Plat") and which are more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), and

WHEREAS, Grantor intends to develop a residential retirement community (consisting of single family residences, condominiums, apartments and a core facility containing various amenities inuring to the benefit of the residents of the community) to be known as "Brightwood" upon a portion of Parcel F, which portion is designated as "Brightwood Community" on the plat marked Exhibit B attached hereto and incorporated herein, and

WHEREAS, Grantor is engaged in processing plans for the development of its Property and wishes to accomplish such development in a manner consistent with the best interests of the surrounding community, and

WHEREAS, the Individual Grantees named above reside in the vicinity of the Property and have joined together for the purpose of maintaining and improving their community, and

WHEREAS, the Grantor and the Grantees desire to place certain restrictions and covenants upon the Property by the terms of this Agreement, and

WHEREAS, in order to have the restrictions and covenants on the Property in this Agreement binding and in full force and effect upon the Grantor and its successors and assigns, the

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parties have entered into this Agreement with the intent that the Grantor and its successors and assigns will hold, utilize and thereafter convey the Property subject to the covenants, restrictions and conditions herein contained and that these covenants and restrictions shall run with and be binding on the Property,

NOW, THEREFORE, in consideration of the mutual agreements, covenants, restrictions and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree to enter into these presents and to have the same recorded among the Land Records of Baltimore County and that subject to the provisions hereof, the covenants, restrictions and conditions shall be binding upon the Property and shall inure to the benefit of the parties hereto, their successors, heirs, personal representatives and permitted assigns, as follows:

1. No structure shall be constructed within or upon that portion of Parcel I owned by the Grantor and as shown on Exhibit B attached hereto and incorporated herein.

2. No residential or commercial building or structure ("Structure") shall be constructed within or upon that portion of Parcel F-2 designated as "Open Space" on Exhibit B attached hereto and incorporated herein; provided, however, that nothing contained herein shall prevent the Declarant from constructing appropriate storm water management facilities, utility lines, poles and pipes, pathways, roadways or any type of recreational and/or non-residential building or facility within such portion of Parcel F-2, provided that any such building or facility shall be used solely in connection with recreational amenities for the residents and guests of the Brightwood Community and the Meridian Nursing Center. The designated location of the "Open Space" as shown on Exhibit B shall be subject to change based on the final development plan approved by Baltimore County. Following such approval by Baltimore County, a new Exhibit B shall be substituted for the Exhibit B attached hereto to show the final location of the Open Space. All references in this Agreement to Exhibit B shall thereafter refer to the substituted Exhibit B. Notwithstanding the foregoing, in no event shall any Structure be constructed in the area of Parcel F-2 which is east of the existing power lines shown on Exhibit B or which is south of the wetland limit shown on Exhibit B.

3. No more than 86.87 density units shall be consolidated on Parcel F (which consists of Parcels F-1, F-2 (including the Jody Parcel), F-3 and F-4) as shown on Exhibit B. One density unit shall exist on Parcel E and one density unit shall exist on Parcel G, as such parcels are shown on Exhibit B. Neither the Grantor nor its successors or assigns shall take any action to increase the number of density units on Parcel F.

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4. The total number of "Dwelling Units" (as that term is defined in the Baltimore County Zoning Regulations now in effect) on the Property shall not exceed the following:

(a) One unit on Parcel F-3 which is improved with a single-family residence.

(b) One unit on Parcel E which is improved with a single-family residence.

(c) One unit on Parcel G.

(d) 82 units on Parcel F-2 (which includes the Jody Parcel).

5. The construction of the improvements which shall constitute the Brightwood Community shall be restricted as follows:

(a) The core facility (which will contain, in part, dining, recreational and administrative space serving the residents of the Brightwood Community) shall not exceed 42 feet in height as measured from the finished grade level at the southwest corner of such facility to the peak of the roof.

(b) The residential facilities or units which shall be adjacent to or surround the core facility shall not exceed 40 feet in height from ground level to the peak of the roof, measured using the "Mean Ground Level" method. Such Mean Ground Level method shall entail measuring the vertical distance from the ground at each of the four corners of the facility in question and the middle of each exterior side wall of the facility to the apex of the roof vertically above each such point, and averaging such eight measurements.

(c) No building shall be constructed less than 75 feet from the eastern side of the existing right-of-way of Falls Road (Maryland Route 25).

(d) There shall not be more than one sign on Falls Road identifying the Brightwood Community. This sign shall not exceed 30 square feet on each face of the sign. The top of the sign shall not extend more than 8 feet from the ground. In

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the event that the Grantor and Meridian Nursing Centers, Inc. (the developer of a nursing home to be constructed on Parcel F-4) are able to agree upon the use of a single sign to identify their respective projects, then a single sign on Falls Road not exceeding 50 square feet on each face of the sign and not extending more than 10 feet from the ground shall be permitted; provided, however that Meridian Nursing Centers, Inc. shall first agree with the other parties to this Agreement that it shall not construct any additional sign on Falls Road as it may otherwise be permitted under applicable law or agreement.

(e) Lighting fixtures for above ground parking shall not direct light toward Falls Road and shall not be more than 15 feet in height off the ground.

(f) The Grantor shall construct an earthen berm along the property line of Parcel F-2 adjacent to Falls Road, which berm shall not be less than 5 feet in height above the edge of the paving on Falls Road. In addition, the Grantor shall plant various landscaping along such berm which shall be no less than 3 feet in height.

(g) Except for the construction of one maintenance or accessory building, no dwelling unit or other improvements (except for roadway improvements) shall be constructed on Parcel F-1 as shown on Exhibit B.

(h) The exterior architectural design, landscape screening along Falls Road and identification sign for the Brightwood Community will be accomplished by inviting the participation of two representatives designated by the Individual Grantees in writing. Said participation, while not including the right to veto said design, shall be with the intent of assuring an exterior architectural design which will be reasonably compatible with the exterior architectural design of homes in the community in which the Individual

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Grantees reside or are located. Nothing contained herein shall be construed as granting any right of approval to the Grantees over the design of the architecture, the landscape screening or the identification sign of the Brightwood Community.

6. Notwithstanding anything contained herein to the contrary, the Grantor reserves the right to convey the following parcels of land free and clear of the restrictions set forth in this Agreement:

(a) The existing residence located on Parcel E, together with one acre of land surrounding said residence.

(b) The parcels of land forming a part of Parcel F-2 and designated as "the Jody Parcel" on Exhibit B.

(c) The 3.77 acre parcel designated as "F-4: Meridian Parcel" on Exhibit B.

(d) Parcel G.

7. (a) In consideration of the declarations made by the Grantor herein, Ruxton-Riderwood agrees not to oppose either (i) the Grantor in obtaining through the appropriate zoning, building permit and/or County Review Group process, the approvals necessary for the construction of the Brightwood residential retirement community or (ii) Meridian Nursing Centers, Inc. or Greenspring Meridian Limited Partnership in obtaining through appropriate zoning, building permit and/or County Review Group process, the approvals necessary for the development and construction of the Meridian Nursing Center, containing no more than 140 beds, on that portion of Parcel F designated as the "Meridian Parcel" on Exhibit B attached hereto and incorporated herein.

(b) In consideration of the declarations made by the Grantor herein, Rockland Village and the Individual Grantees, for their part, individually and collectively, agree not to oppose either (i) the Grantor in obtaining through the appropriate zoning, building permit and/or County Review Group process, the approvals necessary for the construction of the Brightwood residential retirement community or (ii) Meridian Nursing Centers, Inc. or Greenspring Meridian Limited Partnership in accordance with the Restrictive Covenant Agreement dated March 15, 1988, as amended from time to time, between Meridian Nursing Centers, Inc., Rockland Village and the Individual Grantees.

8. The Grantor hereby agrees that these covenants, restrictions and conditions, once recorded among the Land Records of Baltimore County, shall run with and be binding on the Property and shall inure to the benefit of (a) the successors (by

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operation of law or by virtue of merger or consolidation) and permitted assigns of the Associations and (b) the successors in interest of the respective properties as identified on Exhibit C attached hereto (individually, a "Neighboring Property", and collectively, the "Neighboring Properties") presently owned by the Individual Grantees. This Agreement and the rights of the Grantees hereunder shall not inure to any third party.

9. The covenants, restrictions and conditions of the Grantor set forth herein are intended solely for the benefit of, and may only be enforced by, the Grantees, acting solely or in concert, but not by any other individual home owners or other third parties.

10. Except as may be otherwise provided in Paragraph 8, this Agreement and the rights and obligations created hereunder may not be assigned by any Grantee without the prior written consent of the Grantor or its successors or assigns.

11. The parties warrant and represent that all necessary action required to be taken by their respective charters, by-laws or other organizational documents to authorize the execution of this Agreement has been taken.

12. Any failure to enforce any of the covenants, restrictions and conditions herein contained, in any instance, shall in no event constitute a waiver or estoppel of the right to enforce the same or any other covenants, restrictions or conditions in the event of another violation occurring prior or subsequent thereto. In the event any one or more of the covenants, restrictions and conditions herein contained should for any reason be declared invalid, the remaining covenants, restrictions and conditions shall continue in full force and effect.

13. All terms used herein are to be defined and construed pursuant to the definitions and provisions of the Baltimore County Zoning Regulations and Development Regulations in existence at the date of this Agreement. The terms of this Agreement shall be subject to the applicable rules, regulations, orders and guidelines of any governmental and regulatory authorities, and the Grantor and its successors and assigns shall not be considered in default under this Agreement if it is required by any such authorities to take any actions which may conflict with the terms hereof.

14. Each of the parties hereto warrants that it has carefully read and understands this Agreement and is cognizant of the terms hereof and has had ample time to have been fully advised by counsel of its choosing of its respective rights and obligations with respect to all matters involved in this Agreement.

15. This Agreement contains the entire understanding between the parties and may only be amended by the written agreement of (a) the Grantor or its successors and assigns, (b) a duly authorized officer of each of the Associations which is then

in existence, if any, and (c) the affirmative vote of 75% of the owners of the Neighboring Properties designated on Exhibit C. For purposes of subparagraph (c), the owner or owners of each Neighboring Property shall be entitled to one vote. The Grantor and its successors and assigns shall be entitled to rely on the apparent authority of any owner of a Neighboring Property as to his or her vote on behalf of all of the owners of such Neighboring Property. Even if a Neighboring Property is divided into several parcels, the owners thereof in the aggregate shall only be entitled to one vote.

16. In the event that an Association or its successors or permitted assigns shall dissolve and cease to exist for a period of ninety (90) days or more, then such Association shall automatically cease to be a party to this Agreement and it shall have no further rights hereunder.

17. This Agreement may be signed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

JONES FALLS VALLEY LIMITED PARTNERSHIP

By: Pheasant Hill Corporation, General Partner

By: _____ (SEAL)
Clark F. MacKenzie, President

RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC.

_____, Vice President By: _____ (SEAL), President

WITNESS:

ROCKLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: _____ (SEAL)
J. David Morris, Jr., President

[SIGNATURES CONTINUE ON NEXT PAGE]

_____ DR. J.T.H. JOHNSON (SEAL)

WITNESS:

_____ Eleanor B. Johnson JOHNSON (SEAL)

_____ T. COURTENAY JENKINS, III (SEAL)

_____ ALLISON JENKINS (SEAL)

James Aa Garrett _____ JAMES GARRETT HAREISON (SEAL)

_____ EDIE GARRETT (SEAL)

_____ MARTIN AZOLA (SEAL)

_____ LONE AZOLA (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 22nd day of March, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared CLARK F. MacKENZIE, President of Pheasant Hill Corporation, known to be the person whose name is subscribed as President and he acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 19th day of April, 1988, before me, the subscriber, a Notary Public of the State of

Maryland, in and for the County aforesaid personally appeared Frances Hoggard, President of Ruxton-Riderwood-Lake Roland Area Improvement Association, Inc., known to be the person whose name is subscribed as President and he acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of March, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Jerry Mears Jr. President of Rockland Village Homeowners Association, Inc., known to be the person whose name is subscribed as President and he acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of March, 1988, before me, a Notary Public of said State, personally appeared DR. J.T.H. JOHNSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of March, 1988, before me, a Notary Public of said State, personally appeared Eleanor B. JOHNSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of March, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared T. COURTENAY JENKINS, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of March, 1988, before me, a Notary Public of said State, personally appeared ALLISON JENKINS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 4th day of April, 1988, before me, a Notary Public of said State, personally appeared HARRISON JAMES GARRETT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

CECELIA C. CHANDLER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires:

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this ____ day of _____, 1988, before me, a Notary Public of said State, personally appeared EDIE GARRETT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires:

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of March, 1988, before me, a Notary Public of said State, personally appeared MARTIN AZOLA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of March, 1988, before me, a Notary Public of said State, personally appeared LONE AZOLA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 7/1/90

EXHIBIT A

BEING KNOWN AND DESIGNATED as Parcels E, F, G, and I on a plat entitled, "Rockland Estate," which plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book RRG No. 30, folio 63.

SAVING AND EXCEPTING from Parcel F that lot, known as Lot #1, previously conveyed by The Johnson Rockland Company unto Fritz and Judy Wildberger by Deed dated February 8, 1984, and recorded among the aforesaid Land Records in Liber EHK,Jr. No. 6438, folio 667.

SAVING AND EXCEPTING from Parcel F that tract of land containing 2.294 acres, more or less, as described in a Deed dated March 26, 1970, and recorded among the aforesaid Land Records in Liber 5223, folio 404, and as more specifically described in the Saving and Excepting Clause under Tract No. 4 at folio 406.

SAVING AND EXCEPTING from Parcel F that tract of land containing 4.0 acres, more or less, previously conveyed by The Johnson Rockland Company unto Rockland Village Partnership by Deed dated September 15, 1981, and recorded among the aforesaid Land Records in EHK,Jr. No. 6328, folio 307.

SAVING AND EXCEPTING from Parcel I that 5.5 acre tract of land previously conveyed by The Johnson Rockland Company unto Larry M. Slavik and wife by Deed recorded among the aforesaid Land Records in Liber EHK,Jr. No. 6334, folio 42.

BEING the same parcels of ground which by Deed dated December 30, 1986 and recorded among the Land Records of Baltimore County was granted and conveyed by The Johnson Rockland Limited Partnership unto Jones Falls Valley Limited Partnership.

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EE87-003:1

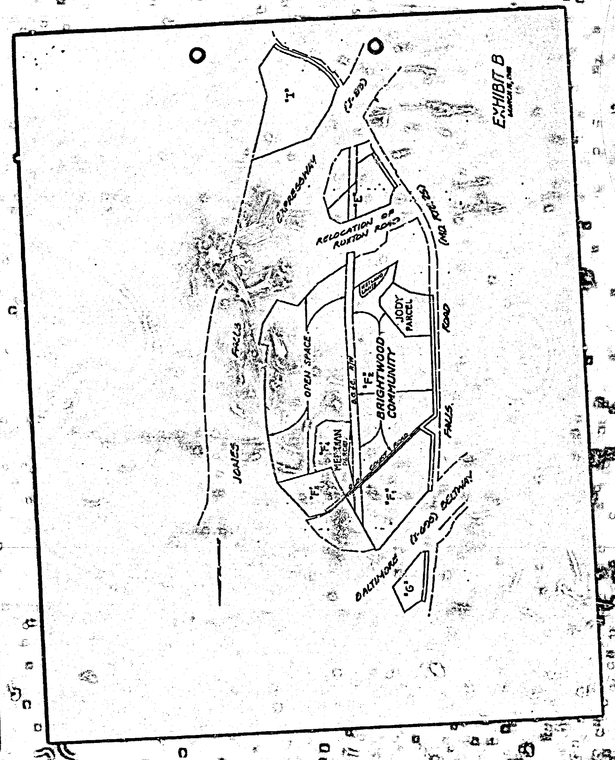

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EXHIBIT C

NEIGHBORING PROPERTIES

Description of the Property	Present Owners
1. Property known as 10216 Falls Road	Dr. J.T.H. Johnson and Eleanor B. Johnson
2. Property known as 10115 Falls Road	T. Courtenay Jenkins, III and Allison Jenkins
3. Property known as _____ Falls Road	James Garrett and Edie Garrett
4. Property known as 10134 Falls Road	Martin Azola and Lone Azola

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
(301) 887-3353

J. Robert Haines
Zoning Commissioner

1-25-90

Dennis F. Rasmussen
County Executive

Robert W. Cannon, Esq.
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

Re:

Petition for Zoning Variance
CASE NUMBER: 90-319-A
E/S Falls Road at Brightwood Club Lane
515 Brightwood Club Drive
9th Election District - 4th Councilmanic
Petitioner(s): Jones Falls Valley Limited Partnership & Greenspring Meridian Limited Partnership
HEARING: FRIDAY, FEBRUARY 9, 1990 at 2:00 p.m.

Dear Mr. Cannon:

Please be advised that $ 132.53 is due for advertising and posting of the above captioned property.

THIS FEE MUST BE PAID AND THE ZONING SIGN & POST SET(S) RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT ISSUE. DO NOT REMOVE THE SIGN & POST SET(S) FROM THE PROPERTY UNTIL THE DAY OF THE HEARING.

Please make your check payable to Baltimore County, Maryland. Bring the check and the sign & post set(s) to the Zoning Office, County Office Building, 111 W. Chesapeake Avenue, Room 113, Towson, Maryland fifteen (15) minutes before your hearing is scheduled to begin.

J. ROBERT HAINES
ZONING COMMISSIONER
BALTIMORE COUNTY, MARYLAND

JRH:gs

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
(301) 887-3353

J. Robert Haines
Zoning Commissioner

Dennis F. Rasmussen
County Executive

January 9, 1990

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 106 of the County Office Building, located at 111 W. Chesapeake Avenue in Towson, Maryland 21204 as follows:

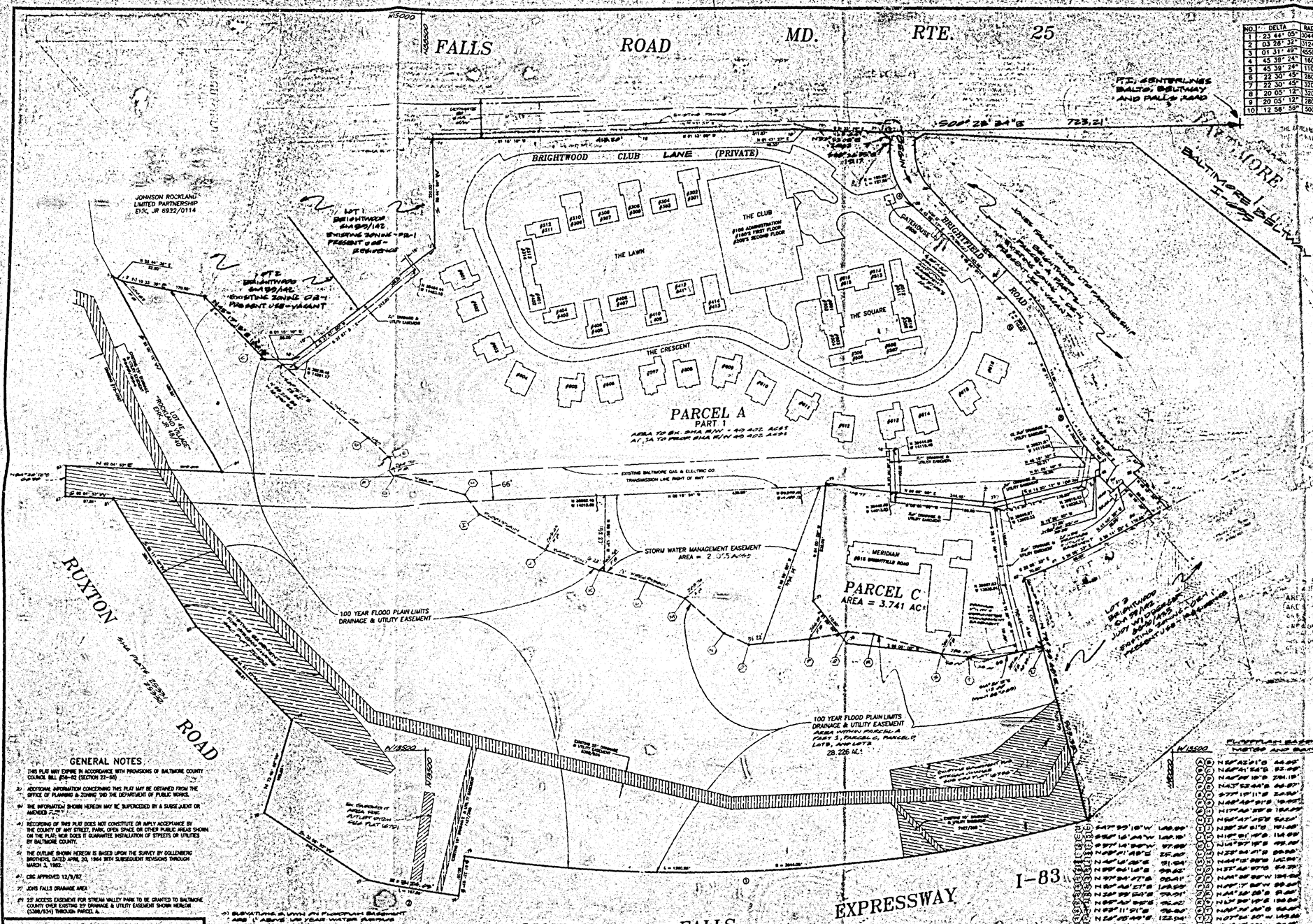
Petition for Zoning Variance
CASE NUMBER: 90-319-A
E/S Falls Road at Brightwood Club Lane
515 Brightwood Club Drive
9th Election District - 4th Councilmanic
Petitioner(s): Jones Falls Valley Limited Partnership & Greenspring Meridian Limited Partnership
HEARING: FRIDAY, FEBRUARY 9, 1990 at 2:00 p.m.

Variance to permit an illuminated sign of 94 square feet total (47 square feet per face) in lieu of the permitted 15 square feet or 1 square foot, respectively.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be in writing and received in this office by the date of the hearing set above or presented at the hearing.

J. ROBERT HAINES
Zoning Commissioner of
Baltimore County

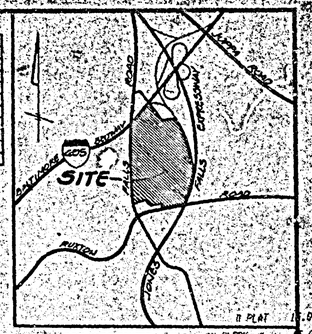
JRH:gs



CURVE DATA

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
1	23 44' 05"	3044.05'	1260.99'	639.87'	S 03 25' 09" E 1252.00'
2	03 26' 32"	3124.05'	187.69'	93.87'	S 10 10' 09" W 187.66'
3	01 31' 49"	4550.39'	121.53'	60.77'	S 27 28' 39" E 121.53'
4	45 39' 24"	160.00'	127.50'	67.35'	N 68 43' 43" E 124.15'
5	45 39' 24"	110.00'	87.65'	46.30'	N 68 43' 43" E 85.35'
6	22 30' 45"	280.00'	110.02'	55.73'	N 57 09' 24" E 109.31'
7	22 30' 45"	320.00'	125.73'	63.69'	N 57 09' 24" E 124.93'
8	20 05' 12"	320.00'	112.18'	56.67'	N 58 22' 11" E 111.61'
9	20 05' 12"	280.00'	98.16'	49.59'	N 58 22' 11" E 97.66'
10	12 56' 59"	500.00'	113.00'	56.74'	N 54 48' 03" E 112.76'

THE ALIGNMENT OF THIS PLAT IS BASED UPON A REASONABLE EXPECTATION THAT THE SEWER SYSTEM, WHICH IS PLANNED FOR THE [illegible] MAIN HERSHEY HIGHWAY, BOUNDARY [illegible] THE PLANNED WATER AND SEWER FACILITIES ARE [illegible] TO BE ADEQUATE TO SERVE THE PROPOSED DEVELOPMENT.



VICINITY MAP

SCALE: 1" = 2000'

LEGEND

- DENOTES OVERALL BOUNDARY
- DENOTES PARCEL BOUNDARIES
- DENOTES EXISTING EASEMENTS
- DENOTES PROPOSED EASEMENTS
- DENOTES 100 YEAR FLOOD PLAIN LIMITS
- DENOTES BUILDING & HOUSE NO.'S — #500
- DENOTES CURVE DATA
- DENOTES COORDINATES
- INDICATES LAND TO BE ACQUIRED FROM SHA
- INDICATES LAND TO BE CONVEYED TO SHA

COORDINATE TABLE

NO	NORTH	WEST
1	37865.44	14469.01
2	37986.07	14459.06
3	38153.19	14477.51
4	38136.97	14572.48
5	38168.21	14739.73
6	38170.11	14749.77
7	38219.31	14740.84
8	38196.24	14618.84
9	38365.01	14402.80
10	38234.93	14301.06
11	38178.83	14299.99
12	38523.09	14527.46
13	38520.02	14757.43
14	38520.05	14767.43
15	38833.13	14784.44
16	38533.33	14758.54
17	38246.23	14773.11
18	38245.15	14783.05
19	38284.43	14781.54
20	38378.54	14657.87
21	38418.02	14758.18
22	38513.98	14755.56
23	38513.71	14748.23
24	38539.21	14754.55
25	38538.05	14744.31
26	38925.61	14734.42
27	38938.15	14723.12
28	38946.78	14748.49
29	38437.98	14745.38
30	38440.53	14743.58
31	38440.11	14721.40
32	38440.08	14723.09
33	38450.81	14743.21
34	38198.05	14746.48
35	38463.13	14808.71
36	38521.05	14843.50
37	38538.30	14840.37
38	38587.05	14868.21
39	38872.09	14892.88
40	38700.81	14859.62
41	38731.37	14531.14
42	[illegible]	14345.88
43	38786.00	14188.54
44	38871.78	14211.34
45	38843.12	14101.81
46	38873.00	14128.30
47	38856.54	14088.31
48	38808.44	14113.11
49	38836.82	14058.28
50	38862.07	14028.88
51	38901.58	14033.48
52	38923.07	14063.43
53	[illegible]	14080.02
54	38814.67	14111.67
55	40463.69	14283.12
56	40473.88	14248.50
57	40545.58	14193.72
58	39858.45	13950.88
59	39852.22	13871.52
60	39853.84	13819.60
61	39776.82	13812.85
62	39705.80	13851.86
63	40030.02	13584.13
64	40095.01	13791.99
65	40123.68	13808.57
66	40157.58	13848.64
67	39830.47	13583.88
68	39740.88	13718.74
69	39632.45	13668.29
70	39348.02	13916.18
71	39276.79	13801.67
72	39303.87	14035.37
73	39649.23	14002.34
74	39828.83	14048.98
75	39960.07	13298.22
76	36360.92	13210.12
77	36364.71	13243.28
78	36177.77	13377.33
79	36231.73	13562.85
80	36038.65	13732.47
81	37878.88	14012.29
82	37790.84	14013.39
83	37774.48	14087.19
84	38094.28	14070.48
85	40000.36	13997.61
86	39974.09	14018.20
87	39.43.08	14067.02
88	39451.06	14107.06
89	39517.06	14184.04
90	39517.07	14184.05
91	39.41.07	14343.06
92	39.41.07	14347.06
93	39.41.07	14347.06
94	39.41.07	14347.06
95	39.41.07	14347.06
96	39.41.07	14347.06
97	39.41.07	14347.06
98	39.41.07	14347.06
99	39.41.07	14347.06
100	39.41.07	14347.06
101	39.41.07	14347.06
102	39.41.07	14347.06
103	39.41.07	14347.06
104	39.41.07	14347.06
105	39.41.07	14347.06
106	39.41.07	14347.06
107	39.41.07	14347.06
108	39.41.07	14347.06

GENERAL NOTES

1) THIS PLAT MAY EXPIRE IN ACCORDANCE WITH PROVISIONS OF BALTIMORE COUNTY COUNCIL BILL 250-82 (SECTION 22-56)
2) ADDITIONAL INFORMATION CONCERNING THIS PLAT MAY BE OBTAINED FROM THE OFFICE OF PLANNING & ZONING AND THE DEPARTMENT OF PUBLIC WORKS.
3) THE INFORMATION SHOWN HEREON MAY BE SUPERCEDED BY A SUBSEQUENT OR AMENDED PLAT.
4) RECORDING OF THIS PLAT DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE BY THE COUNTY OF ANY STREET, PARK, OPEN SPACE OR OTHER PUBLIC AREAS SHOWN ON THE PLAT, NOR DOES IT GUARANTEE INSTALLATION OF STREETS OR UTILITIES BY BALTIMORE COUNTY.
5) THE OUTLINE SHOWN HEREON IS BASED UPON THE SURVEY BY GOLLENBERG BROTHERS, DATED APRIL 20, 1964 WITH SUBSEQUENT REVISIONS THROUGH MARCH 3, 1982.
6) CRG APPROVED 12/9/87
7) JONES FALLS DRAINAGE AREA
8) 20' ACCESS EASEMENT FOR STREAM VALLEY PARK TO BE GRANTED TO BALTIMORE COUNTY OVER EXISTING 20' DRAINAGE & UTILITY EASEMENT SHOWN HEREON (5388/634) THROUGH PARCEL A.
9) ELEVATIONS SHOWN ON PROPOSED EASEMENT ARE 1' ABOVE 100 YEAR WATER SURFACE
10) THE OWNER/DEVELOPER WILL COMPLY WITH THE BALTIMORE COUNTY MASTER DRAINAGE IN THE WATER QUALITY MANAGEMENT PLAN.
11) THE REMOVAL OF THIS PLAT DOES NOT GUARANTEE INSTALLATION OF STREETS OR UTILITIES BY BALTIMORE COUNTY.
12) PARCEL A, B, C AND LOTS 1 & 2 OWNED BY JONES FALLS VALLEY LIMITED PARTNERSHIP 7374/409 ACCT #16-00-004859
13) PARCEL D & LOT 3 OWNED BY JUDY WILDBERGER 6690/425 ACCT #13-00-006618
14) TRASH COLLECTION, SNOW REMOVAL, & MAINTENANCE ARE TO BE PRIVATE TO THE STREET RUN FOR LOTS 1,2,+3 ONLY.
15) SHORTAN STORMS INDICATED, ALL BUILDING RESTRICTION LINES SHOWN HEREON HAVE BEEN PLACED AS THE RESULT OF AN INTERPRETATION OF ZONING REGULATIONS AND ZONING MAPS AND RULINGS BY BALTIMORE COUNTY ZONING OR PLANNING AND REFERENCE SHORTCUTS TO THESE INTERPRETATIONS MAY APPLY INCLUDING THE NAME OF THE PERSON ASSIGNED TO THE RULING, THE STREET OR ROAD TO THE SOUTH OR EAST OF THE SUBJECT SITE, OR AGAINST BUILDINGS DIRECTLY FACING THE STREET.
16) THE WETLANDS WHICH ARE PRESENT ON THE FINAL DEVELOPMENT PLAN HAVE BEEN DETERMINED FROM FIELD INSPECTION BY THE BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING AND REGULATORY MANAGEMENT IN ACCORDANCE WITH THE DEFINITIONS ESTABLISHED IN THIS AREA BY THE DEPARTMENT OF NATURAL RESOURCES PROTECTION AND REGULATORY MANAGEMENT.
17) SEE SHA PLAT 21169 AND 21170 FOR PROPOSED DRIVEWAYS TO AND FROM SEVERAL LOTS.

NOTE:

HIGHWAY AND HIGHWAY WIDENING RIGHT OF EASEMENTS, DRAINAGE AND UTILITY EASEMENTS, AND FOR A PORTION OF THE STORM WATER MANAGEMENT AREA, THE MATTERS NOW EXISTING, SHOWN HEREON, ARE RESERVED UNTO THE MARYLAND STATE HIGHWAY ADMINISTRATION FOR CONVEYANCE TO BALTIMORE COUNTY, MARYLAND. THE OWNER, HIS REPRESENTATIVES AND ASSIGNORS, HAVE NO DRIVEWAY OR ACCESS RIGHTS TO BALTIMORE COUNTY, MARYLAND, AT THIS TIME.

NOTE:

COORDINATES AND BEARINGS SHOWN ON THIS PLAT ARE REFERRED TO THE SYSTEM OF COORDINATES ESTABLISHED IN THE BALTIMORE COUNTY METROPOLITAN DISTRICT AND ARE BASED ON THE FOLLOWING TRAVERSE STATIONS.

E-1391 N 39447.84 W 15248.91
E-1382 N 35882.58 W 15885.55

NOTE:

THE STREETS AND/OR ROADS AS SHOWN HEREON AND THE WIDTH THEREOF IN DEEDS ARE FOR THE PURPOSE OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED TO PUBLIC USE. THE FEE SIMPLE TITLE TO THE BED THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OR THE GRANTORS AND/OR THIS PLAT IS ATTEST AND THEIR HEIRS AND ASSIGNS.

OWNER

JONES FALLS VALLEY LTD PARTNERSHIP
PHEASANT HILLS CORP, GENERAL PARTNER
2323 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE, MARYLAND 21093

JOINT PETITIONERS

JONES FALLS VALLEY LTD PARTNERSHIP
PHEASANT HILLS CORP, GENERAL PARTNER
2323 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE, MARYLAND 21093

GREENSPRING MERIDIAN LTD PARTNERSHIP
C.D. MCROLLAN NURSING CENTERS INC.
815 FAIRMOUNT AVENUE
TOWSON, MARYLAND 21204

7-2-87

BRIGHTWOOD

A RESUBDIVISION OF
A PORTION OF "ROCKLAND ESTATE"
RECORDED IN R.R.G. 30, FOLIO 63
AND
A RESUBDIVISION OF
PARCEL "F" "ROCKLAND ESTATE"
PLAT BOOK R.R.G. 30, FOLIO 63
RECORDED IN E.H.K., JR. 49, FOLIO 40

BALTIMORE CO., MARYLAND ELCTION DISTRICT #9
COUNCILMANIC DISTRICT #4
SCALE: 1" = 100'

GWS

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
TOWSON, MARYLAND 21204 BEL AIR, MARYLAND 21014

PLAT TO ACCOMPANY ZONING PETITION FOR VARIANCE
INDICATING OVERALL DEVELOPMENT

SHEET 1 OF 2

FALLS ROAD STATE RT. 25

BALTIMORE BELTWAY I-695

PARCEL 'A' PART I

PARCEL 'B'

PARCEL 'C'

PARCEL 'D'

THE CLUB

THE SQUARE

MERIDIAN

TRANSMISSION MAIN

RIGHT OF WAY

OPEN SPACE

100 YEAR FLOODPLAIN

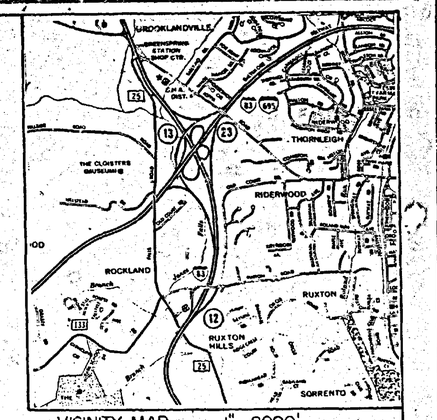
Gatehouse

Maintenance Bldg.

JOHN A. HATFIELD JR.
6681/726
VACANT
3.0 ACRE
EXIST. ZONING - DR-1
PRESENT USE - AS SHOWN

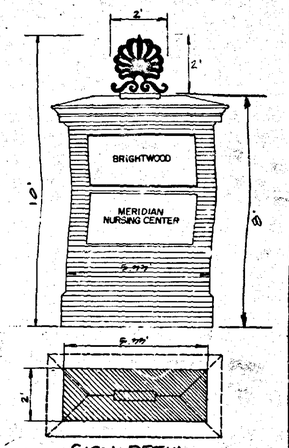
JUDY WILDBERGER
ROCKLAND ESTATES
EXIST. ZONING
= DR-1
RESIDENCE
PRESENT USE - AS SHOWN

1) North 32 degrees 53 minutes 08 seconds East 26.93
2) South 88 degrees 26 minutes 35 seconds East 18.00
3) South 01 degrees 33 minutes 25 seconds West 23.00
4) North 88 degrees 26 minutes 35 seconds West 29.00



VICINITY MAP 1" = 2000'

BENCH MARK: BALTIMORE COUNTY No. X-311B
GALVANIZED SPIKE AT WEST EDGE MACADAM FALLS ROAD AT OLD COURT ROAD. ELEVATION: 323.144



SIGN DETAIL
NO SCALE

NOTES:
SIGN TO BE ILLUMINATED
SIGN TO BE DOUBLE FACED
47 SF PER FACE
94 SF TOTAL BOTH FACES
TOTAL INCLUDES BASE AND DECORATIVE PORTIA.

GENERAL NOTES

EXISTING ZONING — DR-1
AREA OF PARCEL 'A' PART I AND PARCEL 'C' — 53.14 ACRES
PRESENT USE — VACANT (UNDER CONSTRUCTION)
PROPOSED USE — 80 UNIT RETIREMENT COMMUNITY AND 140 BED CONVALESCENT HOME

SEE THE FOLLOWING ZONING CASE RELATIVE TO THE BRIGHTWOOD RETIREMENT COMMUNITY:

SEE ZONING CASE 90-[illegible] WHICH GRANTED/PERMITTED:
A MAXIMUM WIDTH OF BUILD-TO ELEVATION OF 700 FEET AND 690 FEET IN LIEU OF THE PERMITTED 600 FOOT MAXIMUM AS SPECIFIED IN SECTION 1801.2.2 (BCZR).

THE CONSOLIDATION OF DENSITY OF NON CONTIGUOUS PARCELS OF AN ORIGINAL OVERALL TRACT ON A PORTION OF THE REMAINING OVERALL TRACT. SECTION 1909.2 (BCZR).

A VARIANCE TO SECTION 1801.2B (BCZR) (V.B.2.C.N.B.P.) TO PERMIT A FRONT YARD SETBACK OF 15 FEET IN LIEU OF THE REQUIRED 70 FEET FOR THE PROPOSED DATAHOUSE.

A VARIANCE TO SECTION 1801.2B (BCZR) (V.B.2.C.N.B.P.) TO PERMIT A SIDE YARD SETBACK OF 10 FEET IN LIEU OF THE MINIMUM REQUIRED 45 FEET FOR THE PROPOSED DATAHOUSE.

A "BLANKET" VARIANCE TO SECTION 1801.3B.3. (BCZR) TO PERMIT A 6 FOOT PARAPWALL WIDTH IN LIEU OF THE REQUIRED 10 FOOT MINIMUM.

A "BLANKET" VARIANCE TO SECTION 1801.3C.2.b.(BCZR) TO PERMIT A DISTANCE OF 8 FEET BETWEEN THE CENTERS OF FACING WINDOWS OF DIFFERENT DWELLING UNITS IN LIEU OF THE REQUIRED 40 FOOT MINIMUM.

A "BLANKET" VARIANCE TO SECTION 1801.3C. (BCZR) (V.B.2.a.N.C.N.B.P.) TO PERMIT A DISTANCE OF 0 FEET FOR WINDOWS TO LOT LINE IN LIEU OF THE REQUIRED 35 FOOT MINIMUM.

A "BLANKET" VARIANCE TO SECTION 1801.3C.1. (V.B.2.a.N.C.N.B.P.) TO PERMIT A HORIZONTAL SEPARATION BETWEEN TWO DWELLING UNITS, NOT ATTACHED OR ATTACHED, OF 5 FEET (WITH 1.25 FOOT EAVE HEIGHT) IN LIEU OF THE REQUIRED 25 MINIMUM.

SUBJECT TO THE FOLLOWING RESTRICTIONS:
1) THE PETITIONER MAY APPLY FOR HIS BUILDING PERMIT AND BE GRANTED THE SAME UPON RECEIPT OF THIS ORDER; HOWEVER, PETITIONER IS HEREBY MADE AWARE THAT PROCEEDING AT THIS TIME IS AT HIS OWN RISK UNTIL THE 30TH DAY HAS ELAPSED, IF AN APPEAL IS FILED FROM THIS ORDER, AND IF THE ORDER IS REVERSED, THE PETITIONER WOULD BE REQUIRED TO RETURN, AND BE RESPONSIBLE FOR RETURNING, SAID PROPERTY TO ITS ORIGINAL CONDITION.
2) THE PETITIONER SHALL FILE APPROPRIATE DOCUMENTATION IN THE LAND RECORDS FOR BALTIMORE COUNTY EVIDENCING THE TRANSFER OF THE DENSITY UNITS FROM PARCELS B, E AND D WITH THE EXCEPTION OF THE ONE DENSITY UNIT RESERVED ON EACH, F1, F2, AND 1.0 PARCEL F3 SO THAT THERE IS NO QUESTION THAT ALL DENSITY UNITS FOR THE SUBJECT PROPERTY HAVE BEEN USED BY THE DEVELOPMENT OF THE PROJECT AS SET FORTH IN PETITIONER'S EXHIBIT 1. PROOF OF COMPLIANCE WITH THIS RESTRICTION SHALL BE SUBMITTED TO THE DEPUTY ZONING COMMISSIONER WITHIN THIRTY (30) DAYS OF THE DATE OF THIS ORDER, UNLESS OTHERWISE EXTENDED.

SEE AMENDED ORDER DATED MAY 13, 1988, WHICH CLARIFIED THE ORIGINAL ORDER WHEREIN WAS GRANTED THE PROVISION TO RESERVE ONE DENSITY UNIT ON PARCEL E, AND F-3 EACH AND FURTHER GRANTED AN EXTENSION OF SIXTY DAYS (FROM THE DATE OF THE AMENDED ORDER) TO FILE THE REQUISITE DOCUMENTATION IN THE LAND RECORDS OF BALTO. COUNTY EVIDENCING THE TRANSFER OF THE REMAINING DENSITY UNITS FROM PARCELS B, E, F1, F2, AND I WITH THE EXCEPTION OF ONE DENSITY UNIT RESERVED ON PARCEL F3 EACH, TO PARCEL F-3. ALL OTHER FINDINGS AND RESTRICTIONS OF THE ORIGINAL ORDER SHALL REMAIN IN FULL FORCE AND EFFECT.

SEE THE FOLLOWING ZONING CASES RELATIVE TO THE MERIDIAN CONVALESCENT HOME:

SEE ZONING CASE 90-[illegible] WHICH GRANTED/PERMITTED: [illegible]
A VARIANCE TO SECTION 413.1e(1) OR IN THE ALTERNATE SECTION 413.1a PERMIT AN ILLUMINATED SIGN OF 94 SF TOTAL (47 SF PER FACE) IN LIEU OF THE PERMITTED SIGN OF 15 SF NON ILLUMINATED SIGN ALLOWED PER SECTION 413.1e(1) OR 1 SF SIGN PER SECTION 413.1a.

SUBJECT TO THE FOLLOWING RESTRICTIONS:
1) THE PETITIONER SHALL SUBMIT A COPY OF THE CERTIFICATE OF USE AS EXHIBIT A AND A COPY OF THE FINALIZED RESTRICTIVE COVENANT AGREEMENT AS EXHIBIT B.
2) THE PETITIONER SHALL SUBMIT TO COUNSEL FOR THE BOARD AND VISCONTI AND ASSOCIATES, INC. AND TO THE ZONING COMMISSIONER (IF) THE FINAL SITE PLAN FOR DEVELOPMENT PURPOSES. IF THE FINAL SITE PLAN REFLECTS A SUBSTANTIAL CHANGE IN SCOPE OR DESIGN OF THE PROJECT, THE ZONING COMMISSIONER MAY MODIFY THE GRANTING OF THE SPECIAL EXCEPTION AND VARIANCE HEREIN AS PER THE LIMITED PURPOSE OF ENVIRONMENTAL CHANGES. THE FINAL SITE PLAN WILL BE THE FINAL DEVELOPMENT PLAN FOR THE PROJECT.
3) THE FINAL DEVELOPMENT PLAN (EXHIBIT B) OF THE PETITIONER SHALL REFERENCE THE LIBER AND FOLIO REFERENCE FOR THE RECORDING OF THE RESTRICTIVE COVENANT AGREEMENT AGAINST THE LAND RECORDS OF BALTIMORE COUNTY. (1/24/89)
4) THIS ORDER IS AT APPEAL TO THE BALTIMORE COUNTY BOARD OF APPEALS WITHIN THIRTY (30) DAYS FROM THE DATE HEREOF, HOWEVER, THE PETITIONER MAY PROCEED AT HIS RISK THAT PROCEEDING UNDER THIS ORDER IS VOID IF IT AT THE PETITIONER FILES WITH SAID TIME AND THE APPLICABLE APPELLATE PROCESS FROM THIS ORDER HAS EXPIRED. IF, FOR ANY REASON, THIS ORDER IS REVERSED, THE PETITIONER SHALL BE REQUIRED TO RETURN, AND BE RESPONSIBLE FOR RETURNING, THE PROPERTY BACK TO ITS ORIGINAL CONDITION.
5) THE PETITIONER SHALL COMPLY WITH ALL ZONING PLANS REVIEW COMMENTS.

90-319-A
#179

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
303 ALLEGHENY AVENUE
TOWSON, MARYLAND 21204
(301) 825-8120

VARIANCE REQUEST

VARIANCE IS REQUESTED TO SECTION 413.1e (1) OR IN THE ALTERNATE SECTION 413.1a TO PERMIT AN ILLUMINATED SIGN OF 94 SF TOTAL, (47 SF PER FACE) IN LIEU OF THE 15 SF NON ILLUMINATED SIGN ALLOWED PER SECTION 413.1e (1) OR 1 SF SIGN PER SECTION 413.1a.

OWNER

JONES FALLS VALLEY LTD PARTNERSHIP
PHEASANT HILLS CORP, GENERAL PARTNER
2328 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE, MARYLAND 21093

JOINT PETITIONERS

JONES FALLS VALLEY LTD PARTNERSHIP
PHEASANT HILLS CORP GENERAL PARTNER
2328 WEST JOPPA ROAD
SUITE 200
LUTHERVILLE MARYLAND 21093
GREENSPRING MERIDIAN LTD PARTNERSHIP
C/O MERIDIAN NURSING CENTERS INC.
515 FAIRMOUNT AVENUE
TOWSON MARYLAND 21204

PLAT TO ACCOMPANY ZONING PETITION
FOR
VARIANCE
JOINT BRIGHTWOOD/MERIDIAN SIGN
BALTO. CO. MD
SCALE: 1" = 50'
ELECT. DISTRICT NO 9
DATE OCTOBER 26, 1989
SHEET 2 OF 2