

**FINDINGS AND RECOMMENDATION
OFFICE OF PLANNING AND ZONING
ANNE ARUNDEL COUNTY, MARYLAND**


APPLICANT: Donna Lewis

ASSESSMENT DISTRICT: 3rd

CASE NUMBER: 2025-0212-V

COUNCILMANIC DISTRICT: 3rd

HEARING DATE: January 6, 2025

PREPARED BY: Donnie Dyott Jr. 
Planner

REQUEST

The applicant is requesting a variance to allow a dwelling addition (sunroom) with less setbacks than required on property located at 104 Catalfa Avenue in Pasadena.

LOCATION AND DESCRIPTION OF SITE

The subject site consists of approximately 7,500 square feet of land and is identified as Lots 31-33 of Parcel 161 in Block 11 on Tax Map 23 in the Pasadena subdivision. The property is zoned R2 - Residential District and is currently improved with a single family detached dwelling and associated facilities. The property is not located within the Chesapeake Bay Critical Area.

APPLICANT'S PROPOSAL

The applicant seeks approval to remove an existing 8' X 12' sunroom and to construct a new sunroom measuring 16' X 12' on the rear of the existing dwelling.

REQUESTED VARIANCES

§ 18-4-601 of the Anne Arundel County Zoning Code stipulates that principal structures in an R2 - Residential District shall be set back a minimum of 20 feet from the rear lot line. The proposed sunroom addition will be located approximately 17 feet from the rear lot line, necessitating a variance of 3 feet.

AGENCY COMMENTS

The **Health Department** commented that the property lacks the area required for the existing and two future replacement on-site sewage disposal systems. To construct the proposed addition, the property can only be considered for a non-conventional on-site sewage disposal system. A perc application must be filed and the property evaluated for a non-conventional on-site sewage disposal system. Based on this information, the Health Department can not formally recommend approval or denial of this request until the non-conventional evaluation has been completed.

The **Cultural Resources Section** commented that the property is located on a designated scenic and historic road, Catalfa Avenue, and is subject to development criteria in Article 17-6-504. They

offered no objection to the request and anticipate no adverse effect to the scenic and historic road. The Cultural Resources Section requires review of associated building permits to confirm.

FINDINGS

It is described that the applicant would like to replace the sunroom to gain additional usable space, as the existing sunroom is too small. It is argued that the rooflines of the dwelling and the presence of the basement access prevent the sunroom from being configured along the back of the dwelling lengthwise. There is also no option to place the sunroom on the north side of the dwelling due to the presence of the septic system.

While the property is of adequate width, the 7,500 square foot lot size is far below the minimum 20,000 square feet required for a lot not served by public sewer in the R2 District. The existing location of the dwelling and septic system along with the undersized nature of the lot creates a situation where expansion of the existing dwelling is difficult without relief from the Code. As such, some relief is warranted to allow the applicant to avoid practical difficulties.

The proposed sunroom is modest in size and will be located in the same general location of the existing sunroom to be removed. The new sunroom will only add 96 square feet of floor area and represents a minor encroachment of 3 feet into the rear setback. While the setback is 20 feet, the rear of the site abuts a 10 foot alley instead of another residential property. The alley provides additional separation from the rear lot lines of the properties to the west, further minimizing the impacts of the reduced setback. As such, the variance is considered to be the minimum necessary to afford relief by this Office.

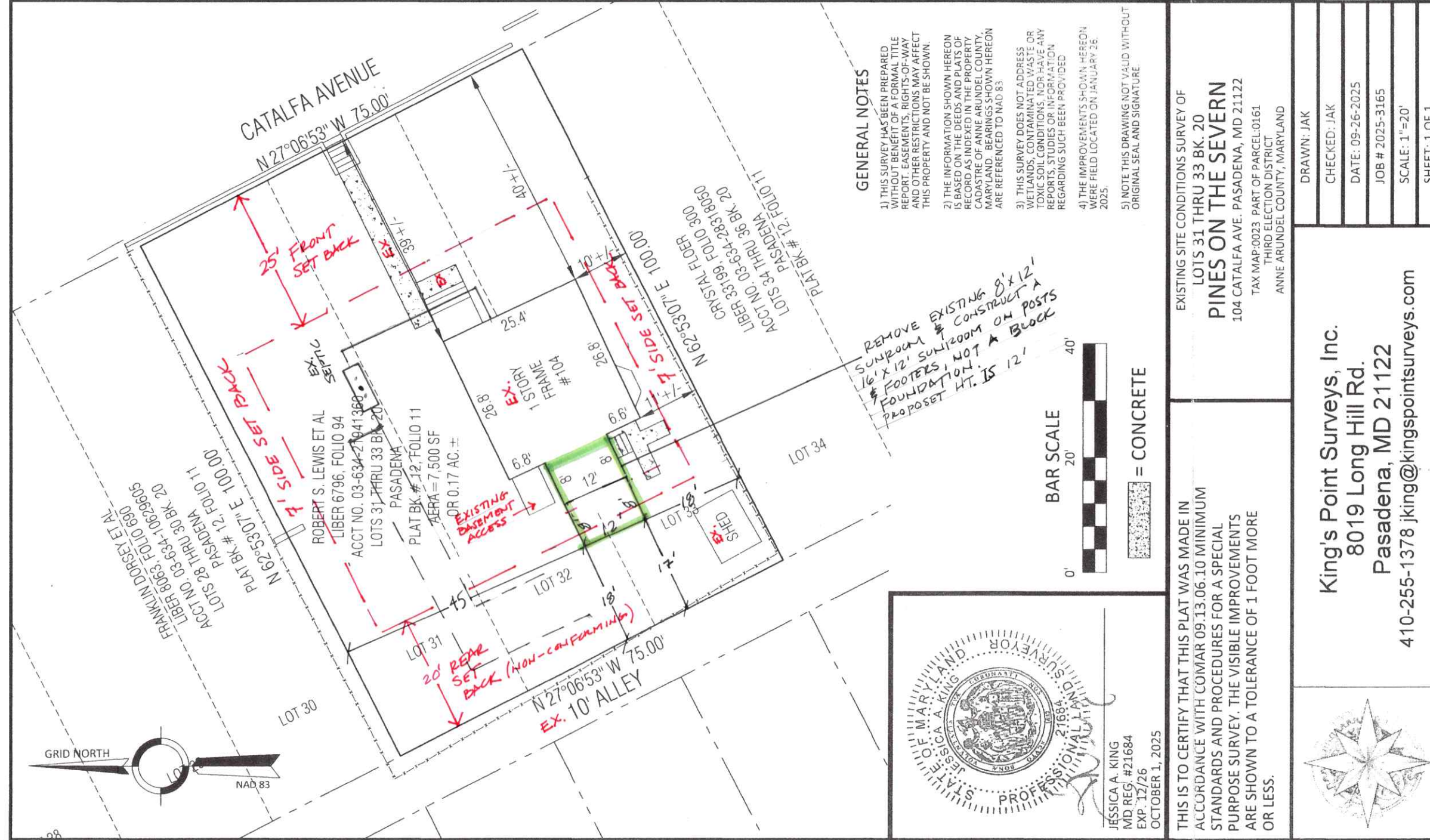
There is no evidence that the proposed variance would alter the essential character of the neighborhood and the variance will not reduce forest cover in the LDA or RCA. Provided the applicant can satisfy the requirements of the Health Department regarding the septic system, the variance will not cause any adverse effects to neighboring properties or be detrimental to the public welfare.

RECOMMENDATION

Based upon the standards set forth in § 18-16-305 under which a variance may be granted, this Office recommends **conditional approval** of a zoning variance to §18-4-601 to allow construction of the dwelling addition as shown on the site plan. Any approval should be conditioned on the applicant being able to satisfy the requirements of the Health Department.

DISCLAIMER: This recommendation does not constitute a building permit. In order for the applicant(s) to construct the structure(s) as proposed, the applicant(s) shall apply for and obtain the necessary building permits and obtain any other approvals required to perform the work described herein. This includes but is not limited to verifying the legal status of the lot, resolving adequacy of public facilities, and demonstrating compliance with environmental site design criteria.

104 CATALFA AVE - PASADENA, MD 21122
TAX ID # 3634-2194-1360
SITE PLAN
10.08.2025 SCALE: 1"= 20'-0" +/-
REVISED 10.18.25



October 9, 2025

Anne Arundel County Department of Planning & Zoning
2664 Riva Road
Annapolis, MD 21401

Re: #B02437148/104 Catalfa Ave – Pasadena, MD 21122
Request for Variance to the Rear Set-Back

Dear Sir or Madam,

Am writing in response to the comments letter for #B0237148, stating that “the proposed addition does not meet the rear setback requirements” for a property zoned as R2. Per Anne Arundel County Code, Subtitle 6.R2 – Residential Districts 18-4-601, since the property is nonconforming, the rear set back is currently 20’.

The property currently has an existing 8’ x 12’ attached sunroom (picture below) that the property owner, Mrs. Donna Lewis, is wanting to remove and replace with a 16’ x 12’ attached sunroom. This additional 8’ to the length of the sunroom would create an encroachment of 3’ into the 20’ rear setback.

The property owner is requesting a variance to reduce the required setback per code from 20’ to 17’. Mrs. Lewis is requesting this minor encroachment to grant her more usable sunroom space on her ground floor. The requesting increase in size to the sunroom is minimal, being only an additional 96 SF in size.

The unique circumstances that exist on this property is that the existing residence sits back further on the property from the street than neighboring dwellings this creates a smaller rear yard for the sunroom than neighboring properties. Due to the current roof lines and existing basement access on the rear of the house, this does not allow for the proposed replacement sunroom to be constructed lengthwise to the existing residence. Also, although the North side yard of the residence has space, the existing septic system prohibits any additional construction on that side of the dwelling, which creates a hardship and limits construction to the back side of the existing dwelling.

If the variance to the setback is granted, it will not alter the essential character of the neighborhood. Nor are any trees being removed to construct the proposed sunroom, so there will be no negative impacts on the environment. The property is not in the critical area. Also, the proposed encroachment into the rear set back will not substantially impair the use or development of the adjacent properties. The 3’ variance into the existing setback is the minimum required to grant my Client relief.

I can be reached at 410-570-6602 with any questions. Thank you for your consideration.

Kind regards,

Jennifer L Harrison

Jennifer L Harrison Design/Consulting, LLC

Cc

Mrs. Donna Lewis, property owner
Taylor Smulsky, 605 Enterprises, LLC

Attachment;
Pictures Below



NO TITLE SEARCH MADE OR REQUESTED
DEED PREPARED WITHOUT LIABILITY TO GRANTEE OR GRANTOR

THIS DEED, Made this 24th day of September, 1994, by and between **PAMELA M. WILSON**, fka **PAMELA M. LEWIS**, party of the first part, Grantor, and **ROBERT STEPHEN LEWIS**, party of the second part, Grantee.

WITNESSETH, that in consideration of the sum of EIGHT THOUSAND and 00/100 DOLLARS (\$8,000.00) and pursuant to a marital separation agreement and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does grant and convey all of her right, title and interest unto the said party of the second part, his heirs, Personal Representatives and assigns, in fee simple, all that lot or parcel of ground situate in Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 31, 32 and 33, in Block No. 20 as shown on the Plat of Pasadena which Plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 39, folio 103 now recorded in Plat Book 12, folio 11. (formerly in Plat Cabinet 3 Rod E-6 Plat 7)

The improvements thereon being known as No. 104 Catalpa Avenue

BEING the same property which by Deed dated January 17, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3048, folio 184, was granted and conveyed by Fred W. Newcomb and Nancy G. Newcomb, his wife unto Robert Stephen Lewis and Pamela M. Lewis, his wife.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said party of the second part, his heirs, Personal Representatives and assigns, in fee simple.

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

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland Attorney.

Carol Ann Wildesen
Carol Ann Wildesen

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Anne Arundel County

WILLIAM F. SMOUSE

By CTM 3rd Date 9/30/94

J:\wp51docs\thomas\settdocs\dee3644.tms

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ACCT. 3-634-21941360
ALL LIENS ARE PAID AS
OF 9/27/94 A.A. COUNTY
CONTROLLER BY IS

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 6796, p. 0094, MSA_CE59_7140. Date available 06/25/2005. Printed 10/07/2025.

WITNESS the hand and seal of the within Grantor.

WITNESS:

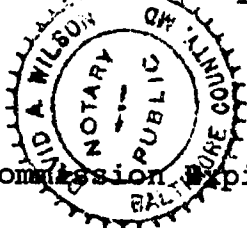
[Signature]

Pamela M. Wilson (SEAL)
PAMELA M. WILSON, fka PAMELA M. LEWIS

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of September, 1994, before me, the subscriber, a Notary Public of the State and jurisdiction aforesaid, personally appeared PAMELA M. WILSON, fka PAMELA M. LEWIS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, who signed the same in my presence, and acknowledged that she executed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.



[Signature]
Notary Public

My Commission Expires: 6/1/95

CERTIFICATION OF DEED OF TRUST

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that this Deed of Trust was prepared under my supervision.

Attorney DEBORAH OF TRUST

FROM:

ROBERT STEPHEN LEWIS

AND

DONNA M. LEWIS

TO

PETE PECORARO

AND

J. CHARLES GUTH

AS TRUSTEES

BOOK 6796 PAGE 098

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 24, 1994. The grantor is ROBERT STEPHEN LEWIS AND DONNA M. LEWIS and whose address is 104 CATALFA AVENUE PASADENA, MARYLAND 21122 (Borrower). The trustee is PETE PECORARO AND J. CHARLES GUTH whose address is 920 PROVIDENCE ROAD SUITE 101, TOWSON, MARYLAND 21286 ("Trustee"). The beneficiary is TMS MORTGAGE, INC., DBA THE MONEY STORE, a corporation organized and existing under the laws of the State of New Jersey and whose address is 920 PROVIDENCE ROAD SUITE 101 TOWSON, MARYLAND 21286 ("Lender"). Borrower owes Lender the principal sum of FIFTY-THREE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 53,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in ANNE ARUNDEL County, Maryland:

See Schedule "A" attached hereto and made a part hereof.

The undersigned Borrowers declare and affirm under penalty that this Deed of Trust represents a refinance of an existing mortgage recorded among the Land Records in Liber 3048, folio 186 which has an unpaid principal balance of \$31,752.00; that we are the original mortgagors and that the property being offered as security for this loan is our principal residence.

RECORDED
INDEXED
FEB 11 2005
\$295.00

which has the address of 104 CATALFA AVENUE PASADENA, Maryland 21122 ("Property Address"); formerly known as

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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SCHEDULE "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 31, 32 and 33, in Block No. 20 as shown on the Plat of Pasadena which Plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 39, folio 103 now recorded in Plat Book 12, folio 11. (formerly in Plat Cabinet 3 Rod E-6 Plat 7)

The improvements thereon being known as No. 104 Catalfa Avenue.

BEING the same property which by Deed dated January 17, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3048, folio 184, was granted and conveyed by Fred W. Newcomb and Nancy C. Newcomb, his wife, unto Robert Stephen Lewis and Pamela M. Lewis, his wife.

BEING the same property which by Deed of even date and recorded among the Land Records of Anne Arundel County immediately prior hereto or intended to be, was granted and conveyed by Robert Stephen Lewis and Pamela M. Lewis unto Robert Stephen Lewis.

BEING the same property which by Deed of even date and recorded among the Land Records of Anne Arundel County immediately prior hereto or intended to be, was granted and conveyed by Robert Stephen Lewis unto Robert Stephen Lewis and Donna M. Lewis, the within Grantors.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5 % of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs. If multiple Trustees are named herein, either or any may act without joinder of the others.

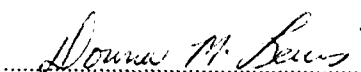
22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


ROBERT STEPHEN LEWIS (Seal)
—Borrower


DONNA M. LEWIS (Seal)
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF MARYLAND, County of BALTIMORE to wit:

I HEREBY CERTIFY, that on this the 24TH day of SEPTEMBER, 199 4, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared ROBERT STEPHEN LEWIS AND *Borrower(s), known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that THEY executed the same for the purpose therein contained.

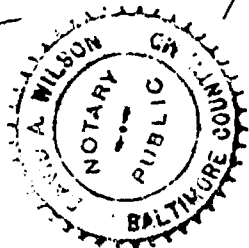
At the same time, also personally appeared PETE PECORARO, the AGENT of the party secured by the foregoing deed of trust, and made oath in due form of law that the consideration of said deed of trust is true and bona fide as therein set forth; that the actual sum of money advanced at the closing transaction by the secured party has been paid over and disbursed by the party secured hereby unto the within named party of the first part or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this deed of trust by the party of the first part; and he further made oath that he is the agent of the party secured by the foregoing deed of trust and as such is duly authorized to make this affidavit.

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


Notary Public

My Commission Expires: 6/1/95

*DONNA M. LEWIS



NO TITLE SEARCH MADE OR REQUESTED
DEED PREPARED WITHOUT LIABILITY TO GRANTEE OR GRANTOR

THIS DEED, Made this 24th day of September, 1994, by and between ROBERT STEPHEN LEWIS, party of the first part, Grantor, and ROBERT STEPHEN LEWIS and DONNA M. LEWIS, husband and wife, parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of ZERO and 00/100 DOLLARS (\$0.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them, their heirs, Personal Representatives and assigns, in fee simple, all that lot or parcel of ground situate in Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 31, 32 and 33, in Block No. 20 as shown on the Plat of Pasadena which Plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 39, folio 103 now recorded in Plat Book 12, folio 11. (formerly in Plat Cabinet 3 Rod E-6 Plat 7)

The improvements thereon being known as No. 104 Catalpa Avenue.

BEING the same property which by Deed dated January 17, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3048, folio 184, was granted and conveyed by Fred W. Newcomb and Nancy C. Newcomb, his wife unto Robert Stephen Lewis and Pamela M. Lewis, his wife. SEE ALSO Deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto or intended so to be between PAMELA M. WILSON, f/k/a PAMELA M. LEWIS and ROBERT STEPHEN LEWIS.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them, their heirs, Personal Representatives and assigns, in fee simple.

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

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland Attorney.

20
500
RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Anne Arundel County
WILLIAM F. SMOUSE

Carol Ann Wildesen
Carol Ann Wildesen

WCM 3rd Date 9/30/94
j:\wp51docs\thomas\settdocs\dee3644b.tms

ACCT. 3634-2174-1360
ALL LIENS ARE PAID AS
OF 9/27/94 A.A. COUNTY
CONTROLLER BY [Signature]

WILSON & WILDESEN
409 Washington Ave., Suite 311
Towson, MD 21204

WITNESS the hand and seal of the within Grantor.

WITNESS:

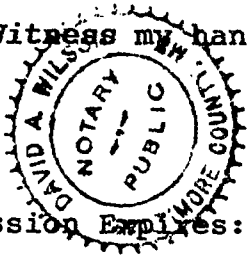
[Signature]

[Signature] (SEAL)
ROBERT STEPHEN LEWIS

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of September, 1994, before me, the subscriber, a Notary Public of the State and jurisdiction aforesaid, personally appeared ROBERT STEPHEN LEWIS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, who signed the same in my presence, and acknowledged that he executed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.



[Signature]
Notary Public

My Commission Expires: 6/1/95

October 15, 2025

Anne Arundel County Department of Inspections & Permits
2664 Riva Road
Annapolis, MD 21401

Dear Sir or Madam,

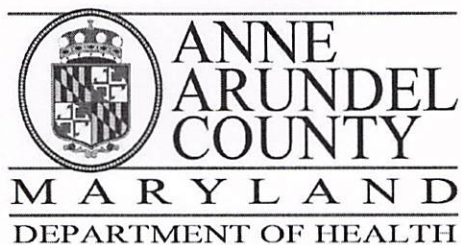
I, Donna Lewis, give Jennifer L. Harrison, Design/Consulting, LLC permission to sign and submit paperwork to Anne Arundel County for filing permits/variances on my behalf. I can be reached at 410-215-4117 with any questions.

Kind regards,

Donna Lewis
104 Catalfa Avenue
Pasadena, MD 21122



Cc:
Jennifer L. Harrison, Design/Consulting, LLC
Taylor Smulsky, 605 Enterprises, LLC




J. Howard Beard Health Services Building
3 Harry S. Truman Parkway
Annapolis, Maryland 21401
Phone: 410-222-7095 Fax: 410-222-7294
Maryland Relay (TTY): 711
www.aahealth.org

Tonii Gedin, RN, DNP
Health Officer

MEMORANDUM

TO: Sadé Medina, Zoning Applications
Planning and Zoning Department, MS-6301

FROM: Brian Chew, Program Manager
Bureau of Environmental Health 

DATE: October 20, 2025

RE: Christopher Trone
104 Catalfa Ave.
Pasadena, MD 21122

NUMBER: 2025-0212-V

SUBJECT: Variance/Special Exception/Rezoning

The Health Department has reviewed the above referenced variance to allow a dwelling addition (sunroom) with less setbacks than required.

The Health Department has determined that the property lacks the area required for the existing and two future replacement on-site sewage disposal systems. To construct the proposed addition, the property can only be considered for a non-conventional on-site sewage disposal system. A perc application must be filed to determine whether and the property evaluated for a non-conventional on-site sewage disposal system. Based on this information, the Health Department can not formally recommend approval or denial of this request until the non-conventional evaluation has been completed.

If you have further questions or comments, please contact Brian Chew at 410-222-7413.

cc: Sterling Seay

2025-0212-V - for B02437148

Menu

Cancel

Help

Task Details OPZ Cultural Resources

Assigned Date

10/22/2025

Assigned to

Stacy Poulos

Current Status

Complete w/ Comments

Action By

Stacy Poulos

Comments

This property is located on a designated Scenic and Historic Road, Catalfa Ave., and is subject to development criteria in Article 17-6-504. The Cultural Resources Section has no objection to the variance request and anticipates no adverse effect to the Scenic and Historic Road. The Cultural Resources Section requires review of associated building permits to confirm.

End Time

Billable

No

Time Tracking Start Date

In Possession Time (hrs)

Estimated Hours

0.0

Comment Display in ACA

☒ All ACA Users

☒ Record Creator

☒ Licensed Professional

☒ Contact

☒ Owner

Due Date

11/12/2025

Assigned to Departm

OPZ Cultural Resou

Status Date

11/05/2025

Overtime

No

Start Time

Hours Spent

0.0

Action by Departm

OPZ Cultural Resou

Est. Completion D

☐ Display E-mail

☒ Display Comm

Task Specific Information

Expiration Date	Review Notes	Reviewer Name
Reviewer Phone Number	Reviewer Email	

Map Title



Legend

Foundation

Addressing



Parcels



Parcels - Annapolis City



This map is a user generated static output from an Internet mapping site and is for reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

none

0 35 70
ft



THIS MAP IS NOT TO BE
USED FOR NAVIGATION

Notes