



## HISTORIC PRESERVATION COMMISSION

Marc Elrich  
*County Executive*

Robert K. Sutton  
*Chairman*

Date: January 21, 2022

### MEMORANDUM

TO: Mitra Pedoeem  
Department of Permitting Services

FROM: Michael Kyne  
Historic Preservation Section  
Maryland-National Capital Park & Planning Commission

SUBJECT: Historic Area Work Permit # 980142: Roof replacement

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The Montgomery County Historic Preservation Commission (HPC) has reviewed the attached application for a Historic Area Work Permit (HAWP). This application was **Approved** by historic preservation staff.

The HPC staff has reviewed and stamped the attached construction drawings.

THE BUILDING PERMIT FOR THIS PROJECT SHALL BE ISSUED CONDITIONAL UPON ADHERENCE TO THE ABOVE APPROVED HAWP CONDITIONS AND MAY REQUIRE APPROVAL BY DPS OR ANOTHER LOCAL OFFICE BEFORE WORK CAN BEGIN.

Applicant: Dana McCoskey (Tim Riley, Agent)  
Address: 68 Walnut Avenue, Takoma Park

This HAWP approval is subject to the general condition that the applicant will obtain all other applicable Montgomery County or local government agency permits. After the issuance of these permits, the applicant must contact this Historic Preservation Office if any changes to the approved plan are made. Once work is complete the applicant will contact Michael Kyne at 301.563.3403 or [michael.kyne@montgomeryplanning.org](mailto:michael.kyne@montgomeryplanning.org) to schedule a follow-up site visit.





HISTORIC PRESERVATION COMMISSION

HAWP #: \_\_\_\_\_ at: \_\_\_\_\_
submitted on: \_\_\_\_\_
has been reviewed and determined that the proposal fits into the following category/categories:

- Repair or replacement of a masonry foundation with new masonry materials that closely match the original in appearance;
Installation of vents or venting pipes in locations not visible from the public right-of-way;
New gutters and downspouts;
Removal of vinyl, aluminum, asbestos, or other artificial siding when the original siding is to be repaired and/or replaced in kind;
Removal of accessory buildings that are not original to the site or non-historic construction;
Repair or replacement of missing or deteriorated architectural details such as trim or other millwork, stairs or stoops, porch decking or ceilings, columns, railings, balusters, brackets shutters, etc., with new materials that match the old in design, texture, visual characteristics, and, where possible materials, so long as the applicant is able to provide one extant example, photographic evidence, or physical evidence that serves as the basis for the work proposed;
Construction of wooden decks that are at the rear of a structure and are not visible from a public right-of-way;
Roof replacement with -compatible roofing materials, or with architectural shingles replacing 3-Tab asphalt shingles;
Installation of storm windows or doors that are compatible with the historic resource or district;
Repair, replacement or installation of foundation-level doors, windows, window wells, and areaways, or foundation vents, venting pipes, or exterior grills that do not alter the character-defining features and/or the historic character of the resource;
Construction of fences that are compatible with the historic site or district in material, height, location, and design;
Fence is lower than 48" in front of rear wall plane;

- Construction of walkways, parking pads, patios, driveways, or other paved areas that are not visible from a public right-of-way and measure no more than 150 square feet in size;
Replacement of existing walkways, parking pads, patios, driveways, or other paved areas with materials that are compatible with the visual character of the historic site and district and that are no greater than the dimensions of the existing hardscape;
Construction of small accessory buildings no larger than 250 square feet in size that are not visible from the public right-of-way;
Installations of skylights on the rear of a structure that will not be visible from the public right-of-way, and would not remove or alter character-defining roof materials;
Installation of solar panels and arrays in locations that are not readily visible from the public right-of-way or that are designed so as to have a minimal impact on the historic resource or the historic district (e.g., systems that are ground-mounted in areas other than the front or side yard of a corner lot, located on accessory or outbuildings, on non-historic additions, or on rear facing roof planes);
Installation of car charging stations in any location on a property or in the right-of-way;
Installation of satellite dishes;
Removal of trees greater than 6" in diameter (d.b.h.) that are dead, dying, or present an immediate hazard.
Removal of trees greater than 6" in diameter (d.b.h.) in the rear of the property that will not impact the overall tree canopy of the surrounding district or historic site;
Replacement tree required as a condition; and,
Other minor alterations that may be required by the Department of Permitting Services post-Commission approval that would have no material effect on the historic character of the property.

Staff finds the proposal complies with Chapter 24A, the Secretary of the Interior's Standards for Rehabilitation, and any additional requisite guidance. Under the authority of COMCOR No. 24A.04.01, this HAWP is approved by [Signature] on \_\_\_\_\_. The approval memo and stamped drawings follow.



FOR STAFF ONLY:  
HAWP# 980142  
DATE ASSIGNED \_\_\_\_\_

# APPLICATION FOR HISTORIC AREA WORK PERMIT

HISTORIC PRESERVATION COMMISSION  
301.563.3400

**APPLICANT:**

Name: Dana McCoskey  
Address: 68 Walnut Ave.  
Daytime Phone: 503-381-3390

E-mail: dana.mccoskey@gmail.com  
City: Takoma Park Zip: 20912  
Tax Account No.: \_\_\_\_\_

**AGENT/CONTACT (if applicable):**

Name: Tim Riley / The Neher Group  
Address: P.O. Box 341262  
Daytime Phone: 901-471-1043

E-mail: tim@tngbuildingpermits.com  
City: Memphis, TN Zip: 38184  
Contractor Registration No.: NU-LOOK #121892

**LOCATION OF BUILDING/PREMISE:** MIHP # of Historic Property \_\_\_\_\_

Is the Property Located within an Historic District?  Yes/District \_\_\_\_\_  
 No/Individual \_\_\_\_\_

Is there an Historic Preservation/Land Trust/Environmental Easement on the map of the property?  Yes, include documentation from the Easement Holder \_\_\_\_\_  
 No \_\_\_\_\_

Are other permits (Conditional Use, Variance, Record Plat, etc.?) If YES, include info supplemental information.  Yes \_\_\_\_\_  
 No \_\_\_\_\_

**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

APPROVED  
Montgomery County  
Historic Preservation Commission  
*[Signature]*

Building Number: \_\_\_\_\_ Street: \_\_\_\_\_

Town/City: \_\_\_\_\_ Nearest Cross Street: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Parcel: \_\_\_\_\_

**TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> New Construction   | <input type="checkbox"/> Deck/Porch          | <input type="checkbox"/> Shed/Garage/Accessory Structure |
| <input type="checkbox"/> Addition           | <input type="checkbox"/> Fence               | <input type="checkbox"/> Solar                           |
| <input type="checkbox"/> Demolition         | <input type="checkbox"/> Hardscape/Landscape | <input type="checkbox"/> Tree removal/planting           |
| <input type="checkbox"/> Grading/Excavation | <input checked="" type="checkbox"/> Roof     | <input type="checkbox"/> Window/Door                     |
|   |  | <input type="checkbox"/> Other: _____                    |

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

*Jim Riley*

1/10/2022

Signature of owner or authorized agent

Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

Description of Work Proposed: Please give an overview of the work to be undertaken:

Existing Shingle Asphalt  
Roofing Warranty Standard OC Warranty  
Starter Strip Starter Shingle Plus  
Install Underlayment RhinoRoof U20  
Install Drip Edge C-3.5  
Drip Edge Color White  
Install Ice & Water Shield on Gutter Eaves and Valleys RhinoRoof  
Install Ice & Water Shield Around All Penetrations & Along All Flashings YES  
Hip and Ridge Shingle ProEdge  
Install Ridge Vent attic ventilation system on all required areas 54 Linear Ft.  
Install Apron (horizontal) Flashing in all applicable areas. Color: Black  
Install Step (diagonal) Flashing in all applicable areas. Color: Black  
Install Chimney Flashing (roof surface meets chimney) in all applicable areas. Color: Black  
Install Pipe Collars Pipe Collar w/ Rain Boot  
Pipe Collar Color Black  
Flash Skylight 1

**REVIEWED**

*By Michael Kyne at 4:10 pm, Jan 21, 2022*

APPROVED

Montgomery County

Historic Preservation Commission



Work Item 1: <u>Roof Replacement</u>	
Description of Current Condition: Asphalt Shingles	Proposed Work: Asphalt Shingles

Work Item 2: _____	
Description of Current Condition:	Proposed Work:
<p><b>REVIEWED</b> By Michael Kyne at 4:10 pm, Jan 21, 2022</p>	<p>APPROVED Montgomery County Historic Preservation Commission</p> <p><i>Robert H. [Signature]</i></p>

Work Item 3: _____	
Description of Current Condition:	Proposed Work:

## HISTORIC AREA WORK PERMIT CHECKLIST OF APPLICATION REQUIREMENTS

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/Parking Area	*	*		*	*	*	*
Grading/Excavation/Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*			
Siding/Roof	*	*	*	*			
Window/Door	*	*	*	*			
Masonry Repair/Repoint	*	*	*	*			
Signs	*	*	*	*			

**REVIEWED**  
 By Michael Kyne at 4:10 pm, Jan 21, 2022

**APPROVED**

Montgomery County  
Historic Preservation Commission





**Serving MD**  
7134 Columbia Gateway Dr, Ste 150  
Columbia, MD 21046

**Serving VA/DC**  
9990 Fairfax Blvd. STE 180  
Fairfax, VA 22031

**Serving NJ/PA/DE**  
220 Lake Dr. East STE 105  
Cherry Hill, NJ 08002

MD: #121892  
DC: #420219000050  
NJ: #13VH07916500  
PA: #078303  
DE: #2014600889  
VA: #2705143999  
Class A CBC HIC RBC

800.279.5300 • www.nulookhomedesign.com

**Customer Information**

<b>Dana McCoskey</b> 68 Walnut Ave Takoma Park MD 20912	(503)381-3390 dana.mccoskey@gmail.com	<b>Date: 11/26/2021</b> Rep: Ben Spencer 115622
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**A. Scope Area is defined by the area of work in which services will be performed and does not include any excluded areas.**

Areas or structures to be <b>INCLUDED</b> in scope area	Main structure
Areas or structures to be <b>EXCLUDED</b> in scope area	Detached structures

**B. Nu Look will furnish and install the following Roofing goods and services in the specified Scope Area**

	OC Oakridge	Estate Gray
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Existing Shingle	Asphalt
Roofing Warranty	Warranty
Starter Strip	Shingle Plus
Install Underlayment	Roof U20
Install Drip Edge	C-3.5
Drip Edge Color	White
Install Ice & Water Shield on Gutter Eaves and Valleys	ShinoRoof
Install Ice & Water Shield Around All Penetrations & Along All Flashings	YES
Hip and Ridge Shingle	ProEdge
Install Ridge Vent attic ventilation system on all required areas	54 Linear Ft.
Install Apron (horizontal) Flashing in all applicable areas. Color:	Black
Install Step (diagonal) Flashing in all applicable areas. Color:	Black
Install Chimney Flashing (roof surface meets chimney) in all applicable areas. Color:	Black
Install Pipe Collars	Pipe Collar w/ Rain Boot
Pipe Collar Color	Black
Flash Skylight	1

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Historic Preservation Commission



**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

<b>Satellite Dish</b>	No Satellite Dish Present
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**Additional Details**

All good
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*Dana McCoskey*

Dana McCoskey

11/26/2021

Date

ROOFING  
SOLAR  
WINDOWS  
SIDING  
GUTTERS

**REVIEWED**

By Michael Kyne at 4:10 pm, Jan 21, 2022

left b

APPROVED

Montgomery County

Historic Preservation Commission

*Ronald A. Patton*



**Customer Information**

**Dana McCoskey**  
68 Walnut Ave  
Takoma Park MD 20912

(503)381-3390  
dana.mccoskey@gmail.com

Page 3 of 15  
**Date: 11/26/2021**  
Rep: Ben Spencer

**\*\*This Page is not used for product details and is used for payment options only. All product details must be disclosed on work orders\*\***

**C. Unforeseen costs that could occur**

- Unforeseen additional costs could occur due to damaged wood not recognized at the time of estimate. Customer will be notified of additional charges prior to work being completed.
- All existing layers of asphalt shingles will be removed to expose the wood decking. Any unforeseen metal, asbestos and/or wood shake roofing material will be removed for an additional cost of \$.40 per square foot of roofing area.
- Wood decking will be assessed at the time of roof installation and replaced as necessary; the first five sheets of plywood or 60 feet of plank board will be replaced free of charge. Credit will not be issued if replacement is not required. Additional wood will be replaced for \$130.00 per sheet of CDX plywood or FRT plywood (attached dwellings) & \$8.00 per linear foot of plank board.

I have reviewed Section C. and understand the additional charges that could occur at time of installation. (Customer Initials) DM

**D. Acknowledgements and Notifications (PLEASE READ CAREFULLY)**

- Electricity must be readily available during the entire installation process.
- Driveways must be free of all vehicles and any other property during the material delivery and installation process.
- Personal property must be moved at least five feet from the outside perimeter of the home to allow for accessibility.
- Nu Look will not dispose of and/or guarantee proper operation after removal and/or reinstallation of satellite dishes and antennas.
- Sawdust and debris can enter the attic area. It is recommended that personal property is protected prior to roofing installation.
- Nu Look will not be held responsible for removing or reinstalling existing solar panels. This will be the sole responsibility of the customer, at their own expense. Please contact the service provider.
- Nu Look will not be held responsible for damage or improper functionality of an existing leaf protection system (gutter helmet or covers) that may result from the installation of our products. Removal could void the manufacturer warranty. Please contact your vendor for recommendations on maintaining these products.
- Existing skylights that are not replaced by Nu Look at the time of roofing installation will be covered against leaks for a period of one (1) year from the installation date. Skylight replacement during the new roofing installation is highly recommended.

I have reviewed Section D. and fully understand all of the above. (Customer Initials) DM

**REVIEWED**

*By Michael Kyne at 4:10 pm, Jan 21, 2022*

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APPROVED  
Montgomery County  
Historic Preservation Commission

*Randy H. [Signature]*

**Dana McCoskey**  
 68 Walnut Ave  
 Takoma Park MD 20912

(503)381-3390  
 dana.mccoskey@gmail.com

**Date: 11/26/2021**  
 Rep: Ben Spencer

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<b>Homeowner's Association</b>	YES
<b>HOA Approval</b>	I DO belong to a Homeowner's Association and would like assistance with obtaining prior approval for installation of these products
<b>HOA Name</b>	Montgomery county historic preservation office
<b>HOA Phone</b>	3015633400
<b>HOA Email</b>	Mcp-historic@mncppc-mc.org
<b>Subdivision Name</b>	Montgomery county historic preservation office
Nu Look Home Design shall not be held responsible for the failure to obtain any such required homeowner's association approval.	
Initials <u>PM</u>	

<b>Sam's Club Member?</b>	No
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<b>Total Contract Amount</b>	<b>\$8,932</b>
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1. Total Cash Portion	APPROVED	\$8,932
2. Cash Deposit Received	Montgomery County	\$2,977
3. Cash Due Upon Completion	Historic Preservation Commission	\$5,955
Form of Payment		Credit Card
Credit Card 1		XXX-1003

**REVIEWED**  
 By Michael Kyne at 4:10 pm, Jan 21, 2022

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 Montgomery County  
 Historic Preservation Commission

*[Signature]*

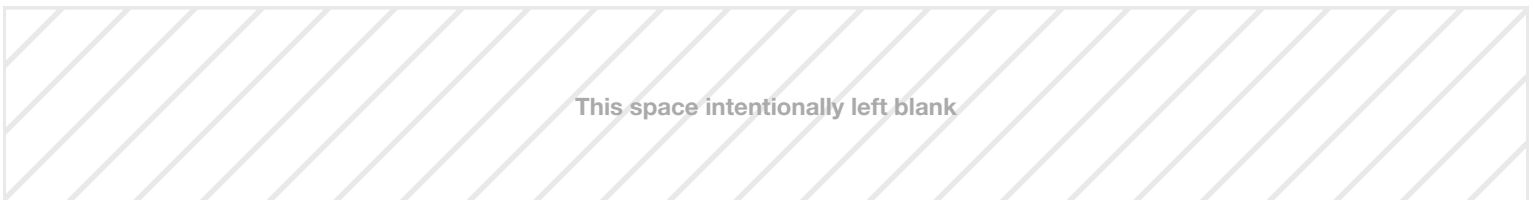
<b>Additional Details</b>	Cash deal
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**Customers have 2 payment options:**

Option One: Customer may pay cash in which event 1/3 of the total contract price will be due to Nu Look Home Design, Inc. (Hereinafter, "Nu Look") upon execution of contract. The balance of the total contract price will be due upon completion and inspection of the job. Any late payments will result in an interest charge, not to exceed 2% monthly or 24% annually.

Option Two: Customer may secure financing through Nu Look. Customer agrees and acknowledges the need to execute necessary documents to fund the financing. Financing documents may have a separate right to cancel or rescission period not related to the original contract pertaining only to the financing terms. Should the customer fail to execute any finance documents, the contract will convert to a cash contract and customer will be solely responsible for payment of the total contract price in full.

Nu Look will not be responsible for delays in work due to inclement weather, acts of God or unsuitable working conditions. Also, there could be additional expenses due to unforeseen circumstances not recognizable at the time of the estimate or when original contract was drafted. If such circumstances do arise, work will be postponed until the homeowner or contract holder is informed off any additional charges. We estimate your project to begin approximately sixty (60) days from the date of this contract and completed within seven (7) days from the start date. Date is subject to change due to unforeseen circumstances.



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Ben Spencer

**11/26/2021**

Date



Dana McCoskey

**11/26/2021**

Date

ROOFING  
SOLAR  
WINDOWS  
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GUTTERS

**REVIEWED**

By Michael Kyne at 4:10 pm, Jan 21, 2022

APPROVED

Montgomery County  
Historic Preservation Commission



# NU LOOK HOME DESIGN, INC. TERMS AND CONDITIONS OF AGREEMENT

**1. Definition of Agreement.** These Terms and Conditions, the Purchase Order, and Cancellation Notices and Cancellation Form, along with any drawings, charts, and specifications specifically referenced therein, and any subsequent modifications and amendments executed between the parties thereof, shall constitute the entire agreement between the parties with respect to the specific work described in the Purchase Order (the "Agreement"); superseding all prior and contemporary understandings, oral representations, commitments and agreements as to the subject matter herein.

**2. Performance of Work.** Nu Look Home Design, Inc. ("Contractor") shall perform the work as described in this Agreement in a good and workmanlike manner, and in accordance with all necessary and applicable laws and ordinances. Contractor shall have sole control over the means and methods of performing the work.

**3. Materials.** All materials provided under this Agreement shall be new unless otherwise specified. Contractor may, in its sole discretion, change or substitute materials to be used in the work so long as all substituted materials are of reasonably equal or better kind and quality. Any surplus materials, including any materials that are not or do not remain installed, are the property of the Contractor. Contractor shall install all materials, equipment, and appliances in accordance with the manufacturer's warranties and guarantees upon full payment of all monies due hereunder; provided that Owner hereby acknowledges that Contractor shall not be responsible for any flaws or characteristics in the materials themselves not directly caused by Contractor.

**4. Modifications to Work or Materials.** Except those matters specifically left to the discretion of the Contractor herein, any changes, additions, or modifications to the labor expended or materials provided under this Agreement shall be proposed to the other party in a timely manner, and must be approved by both parties in writing in order to be valid and enforceable. Both parties agree that the price quoted by Contractor in this Agreement does not include or consider hidden or unknown circumstances or conditions such as but not limited to: concealed pipes, rotted or otherwise unsuitable components of the Owner's property, framing or improvements, foundation conditions at depths in excess of thirty (30) inches, need for relocation of or unknown underground utilities, inability to use existing water pipes, or other conditions that were not known at the time of contracting. Accordingly, any and all necessary work or corrections of these unknown circumstances or added costs therefor shall be the sole responsibility of the Owner.

**5. Permissions and Access.** Owner knowingly and voluntarily agrees to standard rip-outs, openings, close-ups, or alterations, or changes to existing work hereunder. Contractor agrees to make repairs necessary or appropriate to restore areas where work is performed to their original condition. Contractor and its representatives to access Owner's Property at all reasonable times for the performance of the work under this Agreement, including additional times specifically worked out between the parties. Contractor shall not unreasonably restricts access to Owner's Property or otherwise materially interferes with Contractor's ability to perform its work under this Agreement. Contractor shall have the option to terminate this Agreement immediately.

**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

APPROVED  
Montgomery County  
Historic Preservation Commission  


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**6. Licenses, Permits, and Building Codes.** Contractor shall furnish all permits and licenses required to perform the work, except as otherwise provided herein. Contractor assumes no responsibility for the existing property or building to meet local building or zoning code requirements unless specifically hired to perform additional work to meet these requirements, which will be charged as an extra cost. Contractor will comply with all local requirements for building permits, inspections, and zoning.

**7. Completion of Work.** Once work has been completed by Contractor under this Agreement, Contractor will notify Owner of completion, and permit inspection of work performed. At time of completion, Owner acknowledges that it is the responsibility of Owner to complete a thorough inspection of the work performed and to notify Contractor in writing within thirty (30) days of Contractor's notice of completion of the work as to any perceived errors, omissions, or defects in the workmanship or materials. Failure of Owner to make claim in writing prior to the expiration of the thirty (30) day period provided herein shall constitute a full and valid waiver of Contractor's liability under this Agreement and responsibility to correct any and all patent defects to the full extent permitted under law. Owner shall provide Contractor with an opportunity to review and potentially correct any latent defects discovered after the thirty (30) day period prior to seeking alternative methods of resolution.

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**8. Cancellation/Termination.** In the State of Maryland, Owner may cancel this transaction, without any penalty or obligation, within five (5) business days following the date of the transaction, or on the seventh (7th) business day following the date of the transaction if the Owner is at least 65 years old. In any other State, Owner may cancel this transaction, without any penalty or obligation, within three (3) business days following the date of the transaction. Should Owner cancel or attempt to cancel this Agreement after the cancellation period has elapsed, Owner shall pay the full amount of costs incurred by Contractor up to the date of cancellation. The sale of goods under this contract is governed by the Uniform Commercial Code (UCC), including UCC §§2-703, 2-704, 2-708 and 2-710. If this contract calls for ordering and fabrication of custom windows and/or doors or other goods, those materials and goods will be ordered by the contractor automatically after the cancellation period has expired. The custom goods and materials ordered cannot be returned by Contractor to the manufacturer and therefore, Owner agrees that the Contractor shall be entitled to full damages as provided in UCC §§ 2-708(2) and 2-710, because it likely will not be able to resell custom doors and/or windows. Damages upon and Owner's breach include but are not limited to the cost of the custom goods plus profit that the Contractor would have earned on the goods had Owner accepted them, the administrative and overhead costs associated with the shipping, resale (if possible), storage and/or disposal of custom manufactured goods, and any other commercially reasonable charges, expenses or commissions incurred in stopping delivery, in the transportation, care and custody of goods after the breach by the Owner, in connection with return or resale of the goods or otherwise resulting from the breach. Additional incidental damages upon an Owner's breach or default may include: sales, marketing, and administrative costs which are estimated at 35% of the total Agreement amount. These incidental costs are incurred prior to the ordering or delivery of material and/or labor. Contractor may, with or without cause, terminate this Agreement at any time prior to starting performance at the Owner's property, in which case any deposit made by Owner shall be returned in full. Upon receipt of notice of cancellation/termination, each party shall be relieved of further performance under the Agreement, except any payments then earned or agreed damages or costs outstanding.

**9. Limitation of Damages.** To the extent Contractor is liable to Owner for any damages pursuant to the work performed under this Agreement or breach thereof, in no event shall the total measure of Owner's damages (including compensatory, consequential, punitive, and expectation damages) exceed the total price paid by Owner under this Agreement. Contractor shall not be responsible for any damages of any kind, to Owner or third party, as a result of labor strikes, fires, wars, acts of God, the inability to obtain materials, manufacturer errors or omissions, or any other causes beyond the direct control of the Contractor.

**10. Enforcement of Unpaid Balance.** In the event any amounts due by Contractor may seek to enforce Owner's obligations through the process responsible not only for the outstanding amounts owed, but also for all cost Agreement, including attorney's fees, which are agreed to be 1/3 expended which is greater plus court and collection costs. Customer fi interest at the [month] of

**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

APPROVED  
Montgomery County  
Historic Preservation Commission  


**11. Governing Law and Forum.** Parties agree that this Agreement shall laws of the State of Maryland. Contractor and Owner agree that should any rights under this Agreement, each party will first make a good faith attempt filing any action with the court or administrative entity. Both parties knowing venue in the courts of Anne Arundel County, Maryland to resolve any disput

**12. Severability.** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof which shall remain in full force and effect.

MHIC Notice (Applies only in the State of Maryland): The Maryland Home Improvement Commission (MHIC), licenses and regulates home improvement contractors, subcontractors and salespersons. Each contractor and each subcontractor must be licensed by the MHIC; and anyone may ask the MHIC about a contractor or subcontractor. The MHIC can be contacted at: 500 North Calvert Street, Baltimore, Maryland 21202 by telephone at 410-230-6309 or 888-218-5925 and on the web at: <http://www.dllr.state.md.us/license/mhic/>. Formal mediation of disputes between homeowners and contractors is available through the Commission; The Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors; and a homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.

Initials DM

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### TRANSFERABLE LIMITED LIFETIME WORKMANSHIP/LABOR WARRANTY

THIS IS A WORKMANSHIP/LABOR WARRANTY provided by Nu Look Home Design, Inc. ("Nu Look") to you, the original purchaser ("Customer"). Nu Look will perform all work in a professional manner and in conformance with applicable building codes. Nu Look warrants to the Customer that all installation labor performed by Nu Look will be free of defects in workmanship for so long as the Customer lives in the home where the products have been installed, subject only to the other terms and conditions contained in this Warranty. Please consult your product manufacturer warranties ("Product Warranties") for warranty coverage for the products (examples of such products include, windows, gutter systems, roofing shingles, doors, and siding) installed by Nu Look. Copies of applicable Product Warranties as well as this Warranty are available to the Customer prior to Customer signing the Sales Agreement.

HOW TO OBTAIN WARRANTY SERVICE: To submit a request for Warranty service, visit [nlhd.com/service](http://nlhd.com/service) and complete the service request submission form. If, after Nu Look inspects the product, and determines that a valid claim exists under this Workmanship/Labor Warranty, Nu Look will either: repair the installation, reinstall the product, or refund the price of the Nu Look labor. Which of those three options may be elected is the sole decision of Nu Look.

WHAT IS NOT COVERED: This Workmanship/Labor Warranty applies only to labor that was performed to install products, such as windows, gutters, roofing shingles, doors, and siding, purchased from Nu Look by the Customer. The products themselves are warranted solely through warranties provided by the manufacturers. Customer is solely responsible for providing maintenance, including, but not limited to cleaning the products, replacing consumables such as door sweeps and weather stripping, and to maintain sealing, painting, or caulking as necessary. Fire, flood, lightning, high winds, windblown objects, earthquakes, hurricanes or any other weather conditions of catastrophic nature as defined by the U.S. Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution are not covered under this warranty.

Existing skylights that are not replaced by Nu Look at the time of roofing installation are not covered under this Warranty.

Nu Look is not responsible for damage to existing siding, debris, or any other foliage that has been installed on the property and will not be covered under this warranty.

**REVIEWED**  
*By Michael Kyne at 4:10 pm, Jan 21, 2022*

If the Customer requests for Nu Look to make service visits or perform inspection, a service fee will be charged up to \$100 per hour for the first hour, or any portion thereof, or any portion thereof.

APPROVED  
Montgomery County  
Historic Preservation Commission  
*[Signature]*

under  
Look  
necessary, a  
subsequent

WHAT VOIDS THIS WARRANTY: Removal, repair, adjustment, tampering or reinstallation of any product installed by Nu Look by anyone other than Nu Look, voids any warranty.

IF YOU PURCHASED REPLACEMENT WINDOWS/DOORS: Condensation on any window or patio door is the natural result of excessive moisture in the house and does not indicate a defective product or faulty installation. Nu Look is not responsible for condensation and this Warranty does not apply to condensation, its causes or its effects. Additionally, reinstallation of window sashes may result in a service charge set forth above.

IF YOU PURCHASED A GUTTER SYSTEM: A new gutter system will not prevent ice damming or icicles. Leaf protection alleviates most leaves and debris inside the gutters, however, Customer may need to clean leaves and debris that have collected on the leaf protection system. Leaf protection does not prevent ice damming or icicles. Nu Look is not responsible for ice damming, icicles, clogging or cleaning of gutter system. Inspection requests by Customer that are not covered under this Warranty may result in a service charge set forth above.

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IF YOU PURCHASED ROOFING SHINGLES: Installation of ice and water shield does not prevent ice damming. A wavy area or raised appearances may be present in your roofing shingles for up to six (6) months after the roof is installed. Drywall damage caused by roof leaks after Nu Look's roofing installation has been completed will be covered for a period of one (1) year from the installation date. Existing skylights that are not replaced by Nu Look at the time of roofing installation will not be covered against leaks under this Warranty.

IF YOU PURCHASED SIDING: Customer needs to be aware that siding can be damaged by heat from outdoor grills and that any such damage will not be covered by this warranty.

TRANSFER OF WARRANTY: In the event the original Customer transfers ownership of the home within fifty (50) years of the date of installation, original Customer may transfer this warranty to the subsequent owner of the home. To obtain a warranty transfer form, visit [nlhd.com/warranties](http://nlhd.com/warranties) The Warranty Transfer Form will have instructions on where to mail the documentation. It must be returned to Nu Look, Certified Mail, return receipt requested, along with Proof of Purchase from original Customer and Nu Look. These documents must be returned within sixty (60) days from the transfer date of the home. This Warranty may only be transferred once and may only be transferred by the original Customer.

RIGHTS AND REMEDIES: This Warranty is the only express warranty provided by Nu Look. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Nu Look any obligation, liability or responsibility in place of or in addition to this Warranty.

EXCEPT FOR THE LABOR WARRANTY PROVIDED HEREIN, NU LOOK MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NU LOOK'S LIABILITY TO CUSTOMER UNDER THIS WARRANTY IS LIMITED TO THE AMOUNTS RECEIVED BY NU LOOK FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE CUSTOMER. IN NO EVENT SHALL NU LOOK BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ASSOCIATED WITH ANY PRODUCT INSTALLED BY NU LOOK OR SERVICE PROVIDED BY NU LOOK TO THE CUSTOMER. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.

**REVIEWED**

*By Michael Kyne at 4:10 pm, Jan 21, 2022*

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Montgomery County

Historic Preservation Commission

### NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE DATE OF THE TRANSACTION, OR UP TO THE SEVENTH (7TH) BUSINESS DAY FOLLOWING THE DATE OF THE TRANSACTION IF YOU ARE AT LEAST 65 YEARS OLD. (EXCLUDING SUNDAYS & NATIONAL HOLIDAYS).

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE CONTRACT WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS CONTRACT, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO:

NU LOOK HOME DESIGN, INC.  
7134 COLUMBIA GATEWAY DRIVE, SUITE 150  
COLUMBIA, MARYLAND 21046

I HEREBY CANCEL THIS CONTRACT.

\_\_\_\_\_

**BUYER'S SIGNATURE**

**Date**

I, Dana McCoskey, HAVE BEEN PROVIDED ORAL NOTICE THAT I HAVE THE RIGHT TO CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 5 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION", OR, IF I AM AT LEAST 65 YEARS OLD, WITHIN 7 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION".

IS BUYER AT LEAST 65 YEARS OLD?

NO



BUYER'S SIGNATURE

**11/26/2021**

Date

**REVIEWED**

**By Michael Kyne at 4:10 pm, Jan 21, 2022**

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Image: 3.1



SIDING  
GUTTERS

**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

APPROVED  
Montgomery County  
Historic Preservation Commission

*Ronald L. [Signature]*



Image: 3.2



**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

APPROVED  
Montgomery County  
Historic Preservation Commission

*Robert H. [Signature]*



Image: 3.3



**REVIEWED**  
 By Michael Kyne at 4:10 pm, Jan 21, 2022

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*Robert H. [Signature]*

Image: 3.4



SIDING  
GUTTERS

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By Michael Kyne at 4:10 pm, Jan 21, 2022

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*Robert H. [Signature]*



Image: 3.5



SIDING  
GUTTERS

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Image: 3.1



SIDING  
GUTTERS

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*Ronald H. [Signature]*



Image: 3.2



SIDING  
GUTTERS

**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

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Historic Preservation Commission  
*Ronald L. [Signature]*



Image: 3.3



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By Michael Kyne at 4:10 pm, Jan 21, 2022

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Historic Preservation Commission

*Robert H. [Signature]*



Image: 3.4



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GUTTERS

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*Robert H. [Signature]*

Image: 3.5



SIDING  
GUTTERS

**REVIEWED**  
*By Michael Kyne at 4:10 pm, Jan 21, 2022*

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**Serving MD**  
7134 Columbia Gateway Dr, Ste 150  
Columbia, MD 21046

**Serving VA/DC**  
9990 Fairfax Blvd. STE 180  
Fairfax, VA 22031

**Serving NJ/PA/DE**  
220 Lake Dr. East STE 105  
Cherry Hill, NJ 08002

MD: #121892  
DC: #420219000050  
NJ: #13VH07916500  
PA: #078303  
DE: #2014600889  
VA: #2705143999  
Class A CBC HIC RBC

800.279.5300 • www.nulookhomedesign.com


**Customer Information**

<b>Dana McCoskey</b> 68 Walnut Ave Takoma Park MD 20912	(503)381-3390 dana.mccoskey@gmail.com	<b>Date: 11/26/2021</b> Rep: Ben Spencer 115622
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**A. Scope Area is defined by the area of work in which services will be performed and does not include any excluded areas.**

Areas or structures to be INCLUDED in scope area	Main structure
Areas or structures to be EXCLUDED in scope area	Detached structures

**B. Nu Look will furnish and install the following Roofing goods and services in the specified Scope Area**

	OC Oakridge	Estate Gray
Existing Shingle	Asphalt	
Roofing Warranty	Standard OC Warranty	
Starter Strip	Starter Shingle Plus	
Install Underlayment	RhinoRoof U20	
Install Drip Edge	C-3.5	
Drip Edge Color	White	
Install Ice & Water Shield on Gutter Eaves and Valleys	RhinoRoof	
Install Ice & Water Shield Around All Penetrations & Along All Flashings	YES	
Hip and Ridge Shingle	ProEdge	
Install Ridge Vent attic ventilation system on all required areas	Linear Ft.	
Install Apron Flashing in all applicable areas. Color:	Black	
Install Step Flashing in all applicable areas. Color:	Black	
Install Chimney Flashing (roof surface meets chimney) in all applicable	Black	
Install Pipe Collars	Rain Boot	
Pipe Collar Color	Black	
Flash Skylight	1	

**REVIEWED**  
By Michael Kyne at 4:10 pm, Jan 21, 2022

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Satellite Dish	No Satellite Dish Present
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**Additional Details**

All good

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