



HISTORIC PRESERVATION COMMISSION

Marc Elrich
County Executive

Robert K. Sutton
Chairman

Date: May 7, 2024

MEMORANDUM

TO: Rabbiah Sabbakhan, DPS Director Department of Permitting Services
FROM: Chris Berger
Historic Preservation Section
Maryland-National Capital Park & Planning Commission
SUBJECT: Historic Area Work Permit #1067680 - Roof replacement

The Montgomery County Historic Preservation Commission (HPC) has reviewed the attached application for a Historic Area Work Permit (HAWP). This application was **approved** by the HPC 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
Address: 68 Walnut Ave., 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 Chris Berger at 301-495-4571 or chris.berger@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 Christopher J. Berger on _____. The approval memo and stamped drawings follow.



FOR STAFF ONLY:
HAWP# _____
DATE ASSIGNED _____

APPLICATION FOR HISTORIC AREA WORK PERMIT

HISTORIC PRESERVATION COMMISSION
301.563.3400

APPLICANT:

Name: _____ E-mail: _____
Address: _____ City: _____ Zip: _____
Daytime Phone: _____ Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____ E-mail: _____
Address: _____ City: _____ Zip: _____
Daytime Phone: _____ Contractor Registration No.: _____

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property _____

Is the Property Located within an Historic District? Yes/District Name _____
No/Individual Site Name _____
Is there an Historic Preservation / Land Trust / Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

REVIEWED
By Chris Berger at 2:05 pm, May 07, 2024

Are there any other Approvals / Reviews Required as part of this Application? (County, City, etc.?) If YES, include information on these reviews as follows:
Historic Preservation Commission
Street: _____
Nearest Cross Street: _____
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:

- New Construction
- Addition
- Demolition
- Grading/Excavation
- Deck/Porch
- Fence
- Hardscape/Landscape
- Roof
- Shed/Garage/Accessory Structure
- Solar
- Tree removal/planting
- Window/Door
- 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.

Signature of owner or authorized agent

Date

HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING
[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

Owner's mailing address

Owner's Agent's mailing address

Adjacent and confronting Property Owners mailing addresses

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

APPROVED

Montgomery County

Historic Preservation Commission



Robert H. Potter

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:

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

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Historic Preservation Commission



Work Item 1: _____

Description of Current Condition:

Proposed Work:

Work Item 2: _____

Description of Current Condition:

Proposed Work:

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By Chris Berger at 2:05 pm, May 07, 2024

Work Item 3: _____

Description of Current Condition:

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

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 Historic Preservation Commission




Serving MD
8840 Stanford Blvd. STE 4400
Columbia, MD 21045

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

Serving NJ/PA/DE
100 Century Parkway STE 150
Mount Laurel, NJ 08054

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

800.279.5300 • www.nulookhomedesign.com


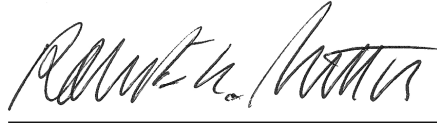
Customer Information

Dana McCoskey 68 Walnut Ave Takoma Park MD 20912	(503)381-3390 dana.mccoskey@gmail.com	Date: 03/29/2024 Rep: Travis Dull
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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.

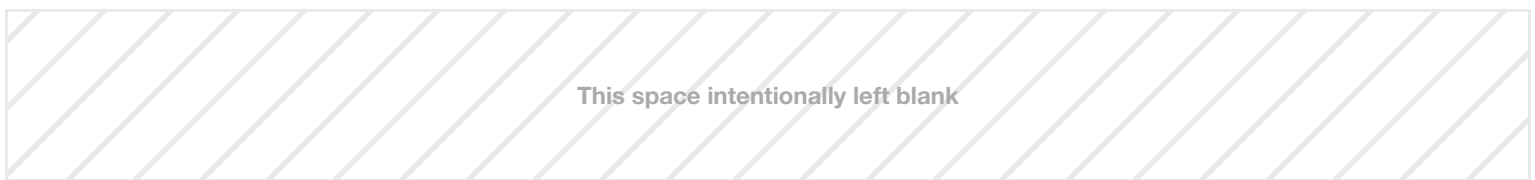
Areas or structures to be INCLUDED in scope area We will be replacing the entire shed roof in the back of the property to match the main house, also will be replacing the plywood that is rotted on left side down by gutter	
Areas or structures to be EXCLUDED in scope area	All other areas

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

	Timberline HDZ	Pewter Gray	
<div style="border: 2px solid blue; border-radius: 15px; padding: 5px; display: inline-block;"> <p>REVIEWED By Chris Berger at 2:05 pm, May 07, 2024</p> </div>			
<div style="border: 2px solid black; padding: 10px; display: inline-block;"> <p>APPROVED Montgomery County Historic Preservation Commission</p>  </div>			
Existing Shingle			Asphalt
Roofing Warranty			GAF Standard
Starter Strip			GAF Pro-Start
Install Underlayment			Feltbuster
Install Drip Edge			Drip Edge
Drip Edge Color			Brown
Install Ice & Water Shield on Gutter Eaves and valleys			Weatherwatch
Hip and Ridge Shingle			Seal A Ridge
Install Ridge Vent attic ventilation system on all required areas			0 Linear Ft.
CDX Plywood			3 Sheet(s)
Satellite Dish			No Satellite Dish Present
Attic Fan			No Attic Fan Present

Additional Details

Shingles being used for shed will be the same as the main house OC Oakridge AR Estate Gray



Dana McCoskey

Dana McCoskey

03/29/2024

Date

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ROOFING

SOLAR

WINDOWS

DOORS

SIDING

UTTERS

Customer Information

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68 Walnut Ave
Takoma Park MD 20912

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

Page 3 of 16
Date: 03/29/2024
Rep: Travis Dull

****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 \$1.00 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 Chris Berger at 2:05 pm, May 07, 2024

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Takoma Park MD 20912

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

Date: 03/29/2024
Rep: Travis Dull

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Homeowner's Association

I DO NOT belong to a Homeowner's Association

Nu Look Home Design shall not be held responsible for the failure to obtain any such required homeowner's association approval.

Initials DM

Total Contract Amount

\$5,500

1. Total Cash Portion	\$5,500
2. Cash Deposit Received	\$1,833
3. Cash Due Upon Completion	\$3,667
Form of Payment	Cash

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Additional Details

Na

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Customers have 2 payment options:

Option One: Customer may pay cash in which event 1/3 of execution of contract. The balance of the total contract price interest charge, not to exceed 2% monthly or 24% annually.
Option Two: Customer may secure financing through Nu Look financing. Financing documents may have a separate right terms. Should the customer fail to execute any finance document payment of the total contract price in full.

Nu Look Home Design, Inc. (Hereinafter, "Nu Look") upon completion of the job. Any late payments will result in an interest charge. Nu Look will execute necessary documents to fund the financing. The final contract pertaining only to the financing and customer will be solely responsible for the financing.

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 of 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.

Travis Dull

Travis Dull

03/29/2024

Date

Dana McCoskey

Dana McCoskey

03/29/2024

Date

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TERMS AND CONDITIONS

This Agreement is made and entered into as of the date of the last signature on this Agreement (the "Effective Date") by and between Nu Look Home Design, Inc. ("Contractor") and the homeowner(s), real Property owner(s) and/or customer(s), which are synonymous and shall be referred to herein as "Customer". Contractor and Customer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

These Terms and Conditions and the Cancellation Notice and Cancellation Form, along with any drawings, charts, and specifications specifically referenced therein, and any subsequent modifications and amendments executed between the Parties hereto, shall constitute the entire agreement between the parties with respect to the specific work described herein (the "Agreement"), superseding all prior and contemporary understandings, oral representations, commitments and agreements as to the subject matter herein.


Customer by providing the Contractor an email address consents to delivery of their executed copy of the Agreement by email and electronic delivery and promises to notify Contractor by telephone if a copy of this Agreement is not received when expected.

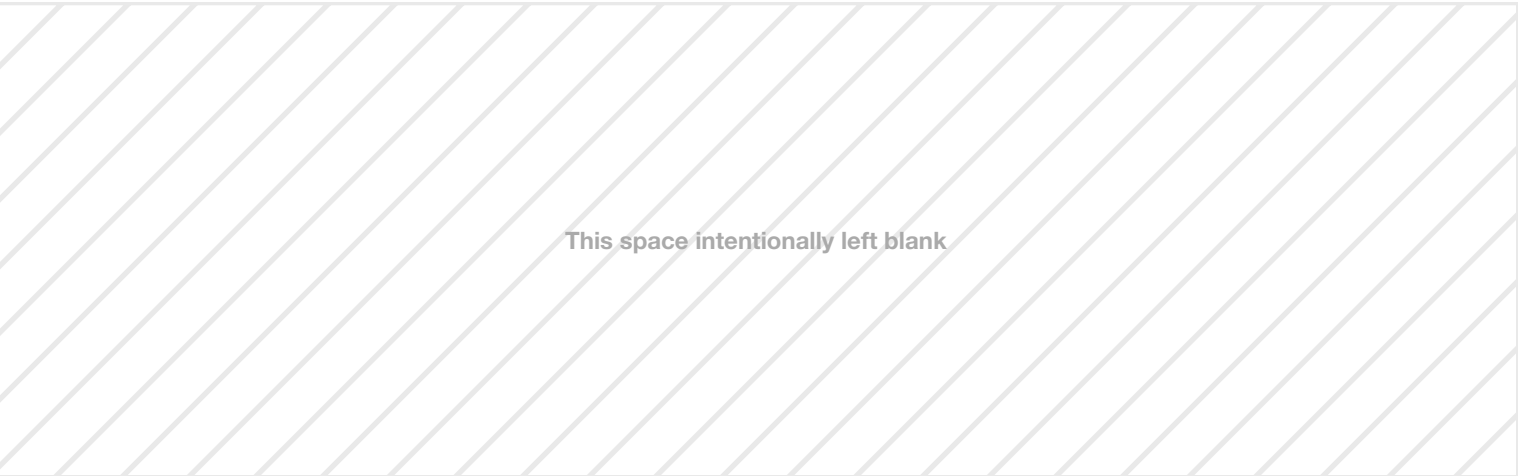
1 Performance of Work: Contractor shall provide Customer the services and materials described herein on the terms set forth in this Agreement (the "Work"). Contractor shall perform all Work in accordance with applicable law and the terms of this Agreement. Contractor shall have sole control over the means and methods of performing the Work. The Work shall not include: (a) tree removal, fencing, weed abatement, curbing, gravel or landscaping; (b) non- standard groundwork (such as on difficult soil conditions); (c) grading, rock/boulder removal, blasting, coring, soil testing, compaction for footings, or trenching; (d) habitat studies; or (e) permitting requirements (other than utility and building) including zoning, land use, architecture, planning, habitat, and environmental.

2 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 instructions provided that Customer hereby acknowledges that Contractor shall not be responsible for any flaws or characteristics in the materials themselves not directly caused by Contractor.

REVIEWED
By Chris Berger at 2:05 pm, May 07, 2024

3 Modifications: Any modifications to the Work or those matters specifically left to the discretion of Contractor herein, any extra work, or materials expended or materials provided under this Agreement shall be proposed to and approved by both parties in writing in order to be valid and enforceable. Both parties agree that this Agreement does not include or consider hidden or unknown circumstances or conditions, such as old pipes, rotted or otherwise unsuitable components of Customer's Property, or other conditions at any depth, need for relocation of or unknown underground or existing water or sewer vent pipes, or other conditions that were not known at the time of the Agreement. Any necessary work or corrections of these unknown circumstances or added work shall be incorporated into the Agreement only if it is in writing and signed by the Parties prior to the modification or change. The written modification must describe the scope of the work to be added or subtracted from this Agreement.

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4 Permissions and Access to Property:

4.1 Property Ownership, Customer Consent, Right to Install and Agent Authority: The Customer represents that all owners of the Property have signed this and/or the agent who has signed for them has the requisite legal authority to sign this Agreement, and that Customer has the right to enter into this Agreement and to engage Contractor to perform the Work on the Property.

4.2 Site Inspection: Customer agrees to allow Contractor and construction professionals (including engineer, architect, licensed contractors, or their representatives, if any) hired by Contractor to access the Property to inspect any buildings and roofs prior to the commencement of the Work to ensure that the Property can accommodate the Work.

4.3 Access Rights: Customer grants to Contractor and all Subcontractors the right to access all of the Property for the purposes of (a) designing, installing, constructing, testing, operating, maintaining, repairing and replacing the Work or making any additions to the Work or installing complementary technologies, and performing Contractor's obligations under this Agreement; (b) installing, testing and maintaining electric lines and inverters and meters, necessary to interconnect the Work to Customer's electric system at the Property and/or to the utility's electric distribution system; or (c) taking any other action reasonably necessary in connection with designing, installing, constructing, testing, operating, maintaining, repairing and replacing the Work; or (d) repair of any damage to any part of the Property determined by Contractor to be caused by the Work. Customer shall supply or make available to Contractor, and at the sole expense of Customer, all utilities to enable the Work to be performed by Contractor. This access right shall continue for ninety (90) days after completion of the Work.

4.3.1 Reasonable Notice: Contractor shall provide Customer with reasonable notice of its need to access the Property whenever reasonable.

4.3.2 No Interference: During the time that Contractor has access rights, Customer shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.


4.3.3 Prevention of Access: Any act, negligence or omission of Customer, its representative or by third party that prevents or delays Contractor from performing its obligations under this Agreement shall not be counted against the time of performance set forth in this Agreement. Contractor shall not be responsible for any resulting loss or damage from such delay. Any action by Customer that unreasonably restricts access to Customer's Property or otherwise materially interferes with Contractor's ability to perform its Work shall be a default under this Agreement, for which Contractor shall have the option to terminate this Agreement immediately.

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

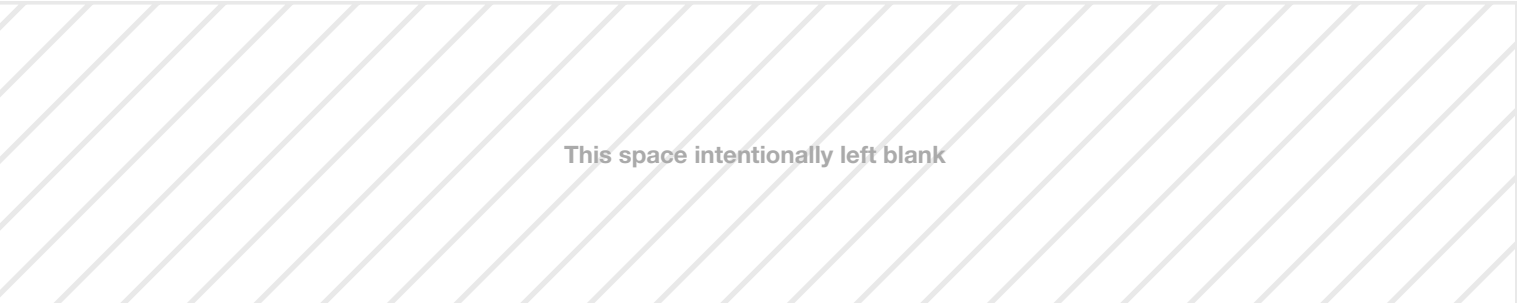
4.4 Re the ter Custo any co If any condit of all r render Work r fulfill t neces

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agrees to provide a safe and secure work environment at the Property during the Work. The Work area shall be level and unobstructed ground, free of holes and obstacles. Customer shall be responsible for removal of hazardous materials and petroleum, or hazardous waste material uncovered or revealed at the Property. Contractor may immediately cease all the Work in connection with such hazardous conditions. Contractor shall not be required to resume the Work until Customer delivers written proof of the conditions. Proof shall be in the form of a letterhead memorandum dated to: (a) specifying that such condition(s) and all affected area(s) have been corrected, or (b) specifying any special conditions under which the Work may resume. Unavailability of the Property does not relieve Customer's obligation to provide a safe and secure work environment. In addition, Customer agrees to make repairs and/or restorations to the extent deemed necessary to return the Property to its previous condition.

5 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.



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6 Warranty:

6.1 Manufacturer Warranties: Upon payment in full of all amounts owed to Contractor, Customer shall be entitled to all warranties, if any, provided by the manufacturer(s) of the materials, components, accessories and equipment that are not manufactured by Contractor, but which Contractor installs.

6.2 Contractor Warranties: Subject to the limitations and other provisions of this Agreement, to the extent not warranted by a manufacturer, Contractor warrants that the services provided hereunder shall not be defective ("Service Warranty"). Such Service Warranty shall be effective from the date of Completed Installation and shall continue for the life of the Customer. In addition, in the event a manufacturer warranty provides Customer replacement materials, components, accessories or equipment within two (2) years following the date of Completed Installation, Contractor will provide the labor to install such replacement items to the extent such labor is not warranted by the manufacturer, subject to the limitations and other provisions of this Agreement ("Labor Warranty").

6.3 Exclusions: The Contractor warranties set forth in Section 6.2 ("Contractor Warranties") do not extend to: (a) materials; (b) normal wear and tear; or (c) damage or failure caused by: (i) abuse or material neglect of Customer, unless such action or inaction was taken or not taken, as the case may be, in reliance on written instructions provided by Contractor, (ii) modifications not performed by or through Contractor or an affiliate of the Contractor or in a manner materially inconsistent with or contrary to the written information or written instructions provided by Contractor or contained in the vendor manuals provided by Contractor, (iii) the negligent acts or omissions of Customer or Customer's separate contractors, (iv) defects or deficiencies attributable to Force Majeure Events, (v) failure by Customer to properly maintain or operate the Work, or (vi) defects caused by the failure of the structural integrity of the support system by reason of any earth or fill ground movement, or (vii) damage caused by animals. As used herein, a "Force Majeure Event" means (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) emergency state; (k) shortage of power or transportation facilities; and (l) other similar events beyond the reasonable control of the impacted Party.

6.4 Repair and Replacement: If Customer discovers a breach of the Service Warranty or discovers a breach of a manufacturer warranty, it shall notify Contractor of such in writing within thirty (30) days of discovery. With respect to the Service Warranty, as Customer's sole and exclusive remedy, Contractor shall repair and/or replace the defective services and/or return Customer to the price of the defective services, as determined by Contractor.

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By Chris Berger at 2:05 pm, May 07, 2024

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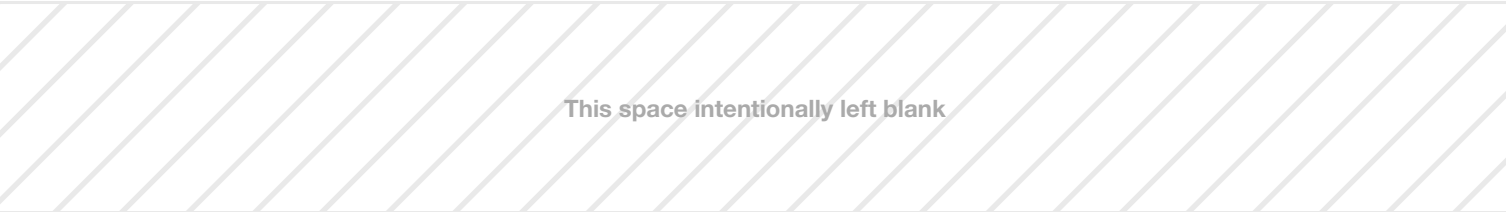
to the Labor Warranty, Contractor will provide the labor to install the repair as determined by Contractor in its sole and absolute discretion. Failure of expiration of the thirty (30) day period shall constitute a full and valid waiver of such warranty. Any claim under a Contractor warranty must be brought by Customer.

6.5 Disputes: If Contractor disputes whether a breach of the Service Warranty has occurred, Contractor shall be notified of and may be present at all tests that may be performed.

6.6 Access: Contractor reserves the right to access the Property, after reasonable notice for performance of the Work.

6.7 Exclusive Remedy: The Service Warranty is the sole and exclusive remedy against Contractor for defects in services provided under this Agreement. The Contractor Warranties are provided in lieu of all other warranties by Contractor, express or implied. On expiration of a Contractor warranty, all liability of Contractor under such warranty shall terminate. NO OTHER WARRANTIES INCLUDING WITHOUT LIMITATION IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

6.8 Transferability of Warranty: The Contractor Warranties may be transferred upon written request to Contractor and Contractor's written acceptance of such transfer.



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7 Completion of Work

7.1 Commencement: Contractor shall commence performance of the Work at the Property ("Commencement") within thirty (30) business days from the date of receiving all required permits, or the date the Property is ready for installation, whichever comes later. Following Commencement, Contractor shall diligently proceed to achieve Completed Installation.

7.2 Completed Installation: "Completed Installation" means the Work is fully performed and is ready for start-up and testing (if applicable).

7.3 Guaranteed Completion: Except as otherwise provided herein, Contractor shall achieve Completed Installation within sixty (60) days from Commencement (the "Guaranteed Completion Date").

7.4 Extension: Contractor retains the right to modify the Guaranteed Completion Date due to Force Majeure Events, Customer-caused delay, and other circumstances that are beyond the control of Contractor, including, but not limited to: (a) product delivery time constraints by manufacturer(s); (b) availability of Customer's selected equipment; (c) completion of Customer's financing; (d) utility interconnection and permit process; and (e) HOA's or other required approval process specific to Customer's Property.

7.5 Title to work: Prior to Completed Installation, Contractor has good title to all of the Work Assets. "Work Assets" means all the Work and all materials delivered to the Property, whether or not actually incorporated in the Property. Upon Customer's full payment of all amounts due hereunder, legal title and ownership of the Work shall pass to the Customer.

7.6 Right to Subcontract: Contractor shall have the right to subcontract the performance of the Work and any other duties or obligations under this Agreement to a third party (a "Subcontractor"). In all cases, Contractor shall be responsible and liable for the acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Contractor or its employees and shall be responsible for all fees and expenses payable to any Subcontractor.

7.7 Once Work has been completed by Contractor under this Agreement, Contractor will notify Customer of completion and arrange for inspection of Work performed (if applicable). At time of completion, Customer acknowledges that it is the responsibility of Customer 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 Customer to make claim in writing prior to the expiration of the thirty (30) day period shall constitute a full and valid waiver of Contractor's liability and responsibility hereunder for patent defects, latent defects and defects, latent defects or breach of contract must be brought by Customer within

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

APPROVED

Montgomery County

Historic Preservation Commission



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8 Cancellation/Termination:8.1 By Customer. In the State of Maryland, Customer 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 Customer is at least 65 years old. In any other state, Customer may cancel this transaction, without any penalty or obligation, within three (3) business days following the date of the transaction. If Customer cancels this transaction within such applicable time period, any deposit made by Customer shall be returned in full.

8.2 By Contractor. Contractor may, with or without Cause, terminate this Agreement at any time. As used herein, "Cause" shall mean Customer's breach of this Agreement, interference with Contractor's ability to perform its Work hereunder, or conditions on the Property including without limitation environmental conditions that affect Contractor's ability to perform its Work hereunder.

8.3 By Either Party: If any of the following events arise, either Party may terminate this Agreement without further liabilities or obligations on either Party: (a) issuance of an order of a court or other public authority having jurisdiction which requires all theWork to be stopped; (b) a Force Majeure Event that lasts more than ninety (90) days; or (c) if there is a failure to obtain all permits or governmental approvals or HOA approvals required for performance of the Work.

8.4 Effect of Termination. In the event Contractor terminates this Agreement without Cause, or either Party terminates this Agreement pursuant to Section 8.3 above, Contractor shall be entitled to collect from Customer all actual costs Contractor incurred through the date of termination plus profit on the work performed. In the event Contractor terminates this Agreement with Cause, Contractor shall be entitled to collect from Customer all damages incurred including without limitation actual costs Contractor incurred through the date of termination plus profit on the work performed and not performed. Contractor shall have no obligation to resell or store any custom goods or materials ordered for Customer and may dispose of any such custom good or materials in its sole discretion.

9 Limitation of Damages:To the extent Contractor is liable for any damages pursuant to the Work performed under this Agreement or breach thereof, in no event shall the total measure of Customer's damages (including compensatory, consequential, punitive, and expectation damages) exceed the total price paid by Customer under this Agreement. Contractor shall not be responsible for any damages of any kind, to Customer or third party, as a result of a Force Majeure Event. CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE AND WHETHER ARISING FROM NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT.

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

10 Solar Tax Credits and Electric Production – Applicable to Agreements for Solar Work: All grants, incentives, and credits and other regulations. Contractor and its employees, owners, directors, and officers shall not Customer qualifies for any portion of the Federal Income Tax Credit or any other professional with questions about the Section 25D residential solar energy credit. Contractor acknowledges and agrees that Contractor does not issue solar tax credits and is not guaranty that Customer may receive any such credits, if at all. Contractor does not guaranty that Customer further acknowledges and agrees that Contractor is not responsible for the panels installed. Contractor does not guaranty any level of solar electric production.

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11 Enforcement of Unpaid Balance:In the event any amounts due by Customer are not paid in full to Contractor when due, Contractor may seek to enforce Customer's obligations hereunder. As such, Customer shall be responsible not only for the outstanding amounts owed, but also for all costs expended by Contractor in enforcing the Agreement, including without limitation collection costs, court costs and attorney's fees. Customer further agrees and consents to pay pre- judgment and post-judgment interest at the rate of eighteen percent (18%) per annum on any unpaid balance due under this Agreement.

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.

13 Governing Law and Forum:The Parties agree that this Agreement shall be governed, construed and enforced under the laws of the State of Maryland. Contractor and Customer agree that should any dispute arise concerning the enforcement of their rights under this Agreement, each Party will first make a good faith attempt to resolve the dispute with the other Party prior to filing any action with the court or administrative entity. Both parties knowingly and voluntarily stipulate to the exclusive jurisdiction and venue in the courts of Howard County, Maryland, to resolve any dispute arising under this Agreement. The Parties further agree that this Agreement shall be deemed to have been entered into in the State the Maryland for purposes of jurisdiction.

14 MHIC Notice:The Maryland Home Improvement Commission ("MHIC" and "Commission") licenses and regulates home improvement contractors and salespersons. Each contractor and each salesperson must be licensed by the MHIC and anyone may ask the MHIC about a contractor or salesperson. 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.dlir.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.

15 WAIVER OF JURY TRIAL THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF THIS AGREEMENT

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

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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 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 products that are not replaced by Nu Look at the time of roofing installation will not be covered against leaks under this Warranty.

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

Nu Look is not responsible for leaves, debris, or any other foliage that has collected on the leaf protection system Nu Look has installed under this warranty.

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If the Commission performs service visits or perform inspections when Warranty service is not necessary, a service charge of \$100 for the first hour, or any portion thereof, and \$100 per hour for any subsequent hours, shall apply.



WHAT IS NOT COVERED: This Warranty does not cover damage to or, adjustment, tampering or reinstallation of any product installed by Nu Look by any other party.

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 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 AS EXPRESSLY 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. THE REMEDY UNDER THIS WARRANTY IS LIMITED TO THE AMOUNT OF THE ORIGINAL PURCHASE PRICE RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER. NU LOOK BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT DAMAGES OR FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY PROVIDED BY NU LOOK OR SERVICE PROVIDED BY NU LOOK TO THE CUSTOMER. THESE RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

REVIEWED

By Chris Berger at 2:05 pm, May 07, 2024

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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 _____

REVIEWED
By Chris Berger at 2:05 pm, May 07, 2024

I, Dana McCoskey, HAVE BEEN PROVIDED ORAL NOTICE THAT I HAVE THE RIGHT TO CANCEL THIS TRANSACTION, WITHIN 5 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION OR, IF I AM AT LEAST 65 YEARS OLD, WITHIN 7 BUSINESS DAYS SPECIFIED ON THE "NOTICE OF CANCELLATION".

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[Signature]

BUYER'S SIGNATURE _____ Date _____

03/ _____
Date

NO

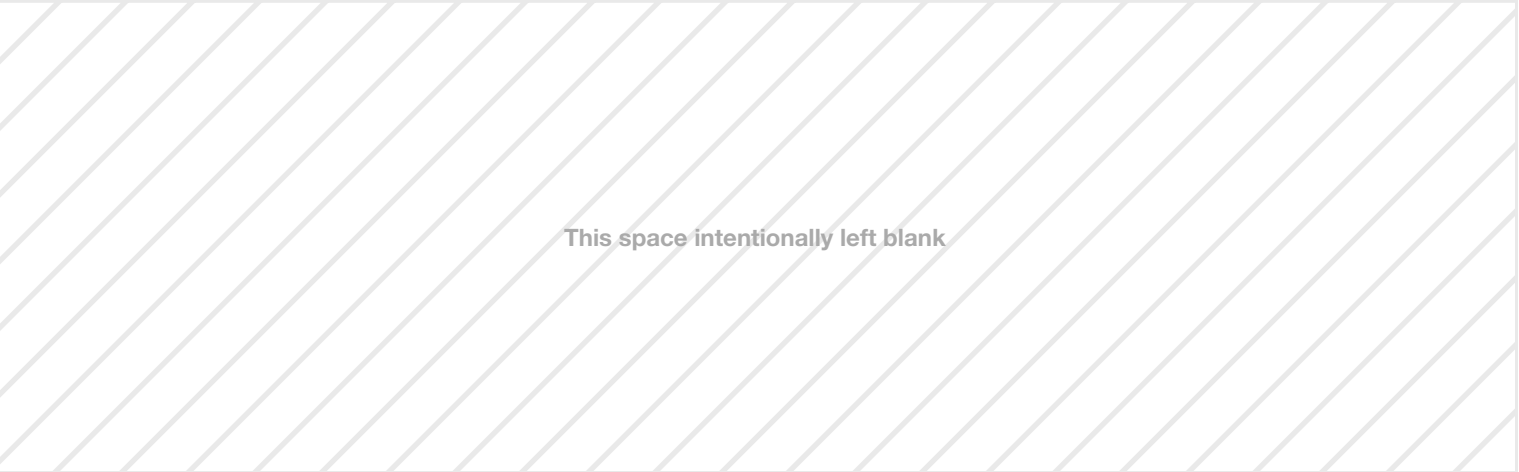
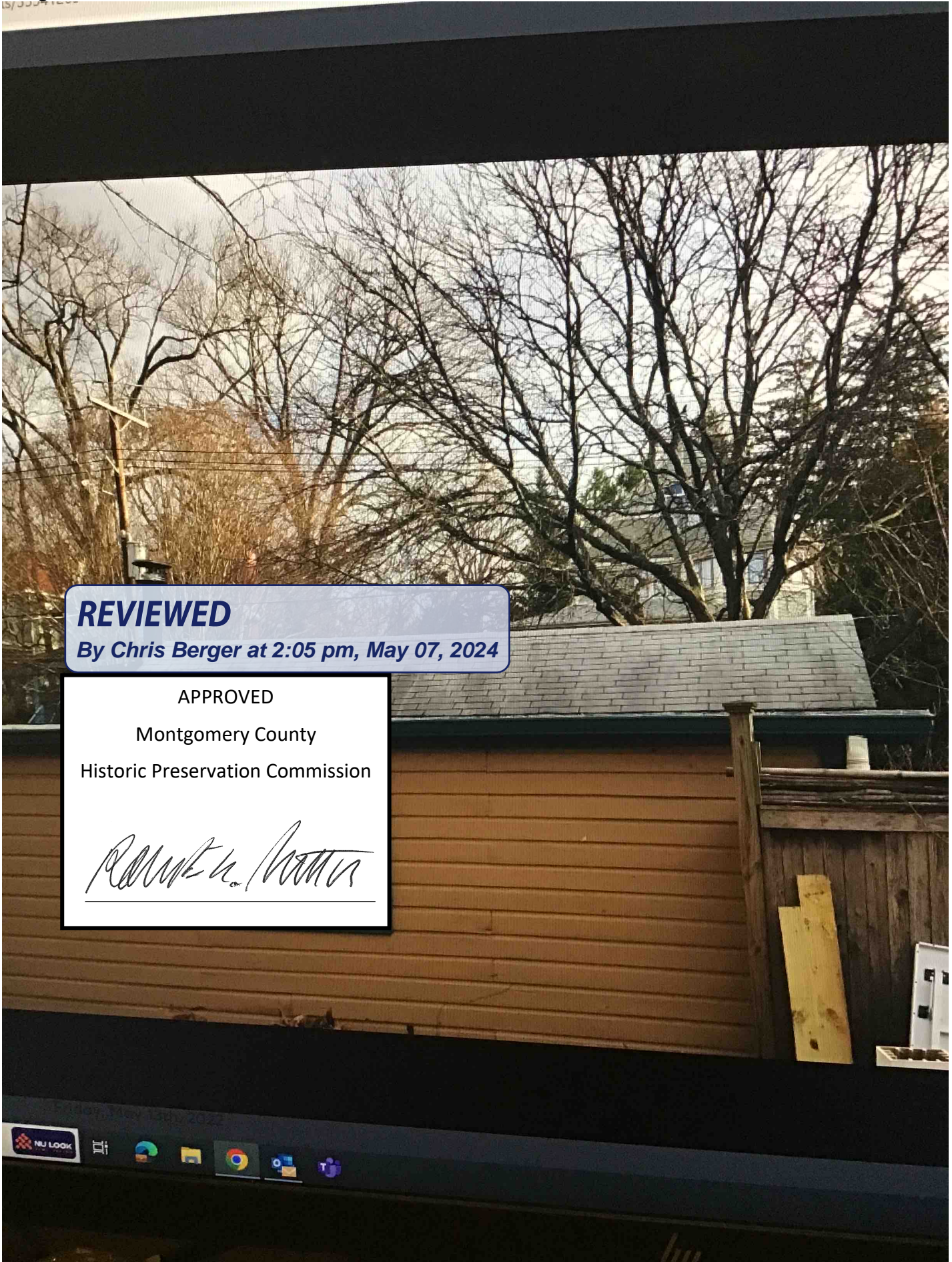


Image: 3.1



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By Chris Berger at 2:05 pm, May 07, 2024

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Image: 3.2



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SIDING
CUTTERS

Image: 3.3



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SIDING
CUTTERS

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Section 1

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Robert G. Patton

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By Chris Berger at 2:05 pm, May 07, 2024



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Project: McCoskey, Dana
Date: 2/14/2024, 8:09am
Creator: Shawn Barrick

Project: McCoskey, Dana
Date: 2/14/2024, 8:21am
Creator: Shawn Barrick

Project: McCoskey, Dana
Date: 2/14/2024, 8:21am
Creator: Shawn Barrick

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By Chris Berger at 2:05 pm, May 07, 2024



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Project: McCoskey, Dana
Date: 2/14/2024, 8:21am
Creator: Shawn Barrick

Project: McCoskey, Dana
Date: 2/14/2024, 8:21am
Creator: Shawn Barrick

Project: McCoskey, Dana
Date: 2/14/2024, 8:43am
Creator: Shawn Barrick



Project: McCoskey, Dana
Date: 2/14/2024, 8:43am
Creator: Shawn Barrick

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By Chris Berger at 2:05 pm, May 07, 2024

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Handwritten signature of Robert G. Adams

IMAGES

The following aerial images show different angles of this structure for your reference.

Top View



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By Chris Berger at 2:05 pm, May 07, 2024

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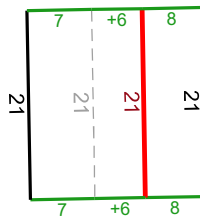
LENGTH DIAGRAM

Total Line Lengths:

Ridges = 70 ft
Hips = 0 ft

Valleys = 0 ft
Rakes = 119 ft
Eaves = 140 ft

Flashing = 0 ft
Step flashing = 12 ft
Parapets = 0 ft

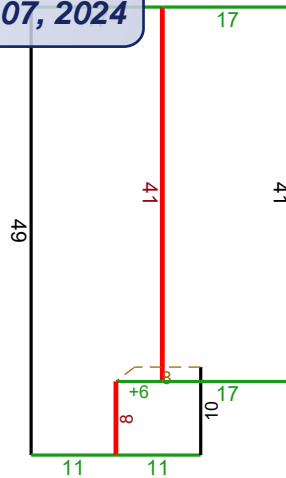


SHED ONLY -
Remove existing roofing and install new Oakridge shingles. Replace sheathing as needed

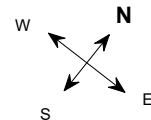
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By Chris Berger at 2:05 pm, May 07, 2024

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Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

REMOVE EXISTING ROOFING. INSTALL NEW SHINGLES & FLASHING.
REPLACE ROOF CDX/OSB SHEATHING AS NEEDED.

*NOTE: ROOF PITCH & HEIGHT TO REMAIN THE SAME.
ADD ICE & WATER SHIELD AS REQUIRED PER 2018 IRC

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By Chris Berger at 2:05 pm, May 07, 2024

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ex. insulation

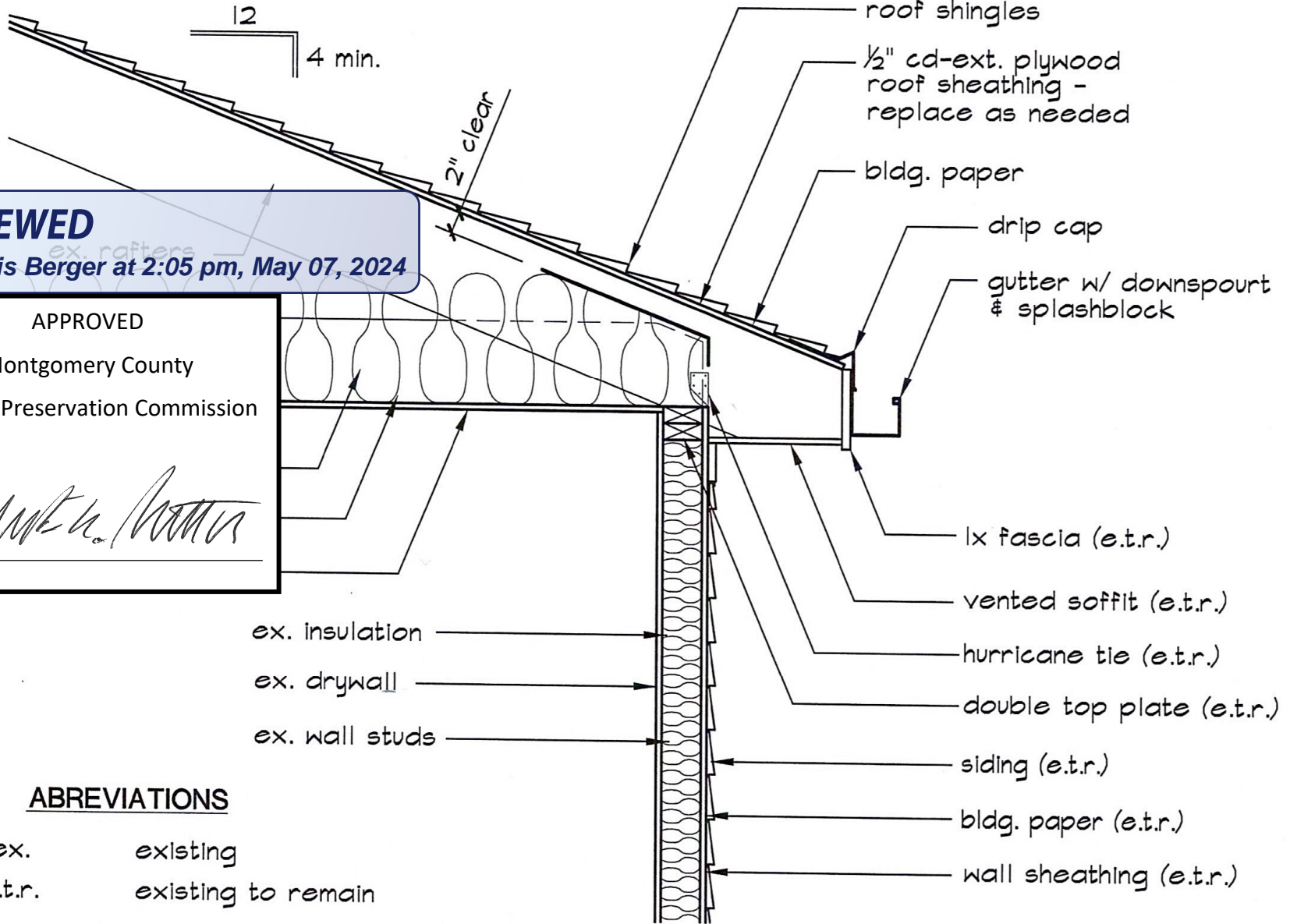
ex. drywall

ex. wall studs

ABBREVIATIONS

ex. existing

e.t.r. existing to remain



EAVE SECTION