

3674 Woodside  
1515 Noyes Drive

Tax ID # \_\_\_\_\_

THIS COVENANT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between S. Bruce Jaffe and Amy R. Jaffe (collectively "Jaffe") and the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission (the "Planning Board").

WHEREAS, Jaffe is the current fee simple owner of certain real property situated in Montgomery County, Maryland, more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Jaffe has filed an Application for Preliminary Plan Approval, captioned 1-89059 (the "Preliminary Plan"), seeking to resubdivide the Property into three lots, titled Lots 100, 101, and 102 respectively as shown on the approved Preliminary Plan, as conditioned; and

WHEREAS, Jaffe acknowledges that the existing house constructed on Lot 101 has been noted on the Montgomery County Locational Atlas and Index of Historic Sites (the "Atlas") and that the house and its environmental setting, individually or as a part of the proposed Woodside Historic District, may be of sufficient quality and importance so as to warrant designation on the approved and adopted Master Plan for Historic Preservation; and

WHEREAS, as an express condition for approval of the Preliminary Plan, the Planning Board required that Jaffe execute a Covenant running for the benefit of the Planning Board in perpetuity, which would subject the Property to a requirement that certain design restrictions on the development of Lots 100 and 101 would be put in place and effectuated so as to preclude any adverse impact upon the historical integrity of the historic house and the environmental setting; and

WHEREAS, Jaffe, by execution of this Covenant, intends to put these restrictions on the Property in order to meet certain of the conditions of Preliminary Plan Approval and further intends that the restrictions created by this instrument shall be binding on themselves, their successors, assigns, transferees, and heirs, provided such obligee under this Covenant shall then have a fee simple or leasehold interest to all or any portion of the Property or any improvement thereon.

NOW, THEREFORE, in consideration of the mutual provises and stipulations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the approval of the Preliminary Plan, the parties, their successors and assigns hereby covenant and agree as follows:

1. The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

2. With respect to Lot 101:

(a) Jaffe agrees to plant additional trees on Lot 101, generally in the area designated "Additional Tree Area" on the Landscape Plan attached hereto as Exhibit B (the "Landscape Plan"), with the intent of reinforcing and enhancing the existing tree line. The location and number of additional trees shall be as reflected on the Landscape Plan and shall first be approved by Planning Board staff, but under no circumstances shall Jaffe be required to plant or locate trees in any location which could interfere with the construction or routine maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such Lots 100 and 101 (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property as so adjudged by any controlling law.

(b) Jaffe agrees that Lot 101, which is shown on the Preliminary Plan as being 21,591 square feet in size, shall not be further subdivided or reduced so as to preserve the setting of the existing house on this lot. If, for reasons beyond the control of Jaffe or their successors in interest, the existing house is irreparably damaged or destroyed, provision 2 (b) of this agreement may, with written Planning Board approval, be voided.

(c) Jaffe agrees not to initiate any action to remove or cancel any historic property designation currently or subsequently applicable to all or any part of Lot 101 and 100 (to the extent the latter serves as an environmental setting for the existing structure) and agrees that such Lots shall continue to be so designated unless such designation is removed by operation of law.

3. With respect to Lot 100:

(a) Jaffe agrees that the primary dwelling structure to be located on Lot 100 shall be constructed subject to the following agreements:

(i) No dwelling structure shall be constructed in other than approximately the 38' x 60' building area shown on the Landscape Plan (Exhibit B). If a garage is attached to such dwelling structure, it must be located entirely within the building area. If a detached garage is constructed, it may be constructed to the rear of the building area, provided that it is located in as close proximity as possible to the building area, complies with all development standards of the Montgomery County Zoning Ordinance, and is designed so as minimize the removal of trees.

(ii) No structure shall be constructed, the footprint of which (measured at the ground plane but excluding footings, foundations, molding, window and door sashes and frames, attached garages, open porches, stairs or similar intermittent protrusions) exceeds one thousand four hundred (1,400) square feet and is closer than sixty-five (65) feet from Noyes Drive (as presently dedicated and constructed).

(iii) Subject to other applicable zoning ordinances and regulations (other than any relating to or affecting subdivision and/or site plan approval), no structure constructed on Lot 100 shall exceed two (2) stories in height, plus an attic and basement or cellar. Such a basement or cellar must be primarily below grade and not intended for routine use as primary habitation space. Such an attic, while not constituting another full story, must not be intended for routine use as primary habitation space.

(iv) Any approved driveway into Lot 100 shall enter into and run adjacent to the northwestern boundary line of such Lot and shall be designed in such a manner as to lessen the required removal of trees. X

(b) Jaffe agrees to use reasonable efforts to protect all presently existing trees having an average caliper of six (6) inches or greater and to retain as many such trees as reasonably possible. Special efforts will be made during construction to preserve and protect existing trees, including appropriate construction fencing outside the dripline of the trees to be saved and avoidance of trucks or other construction machinery inside such driplines. Provided the written consent of Planning Board staff is first obtained, the foregoing shall not, however, prohibit removal of any tree which directly interferes with the construction or maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such Lot (or on Lot 101) (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property.

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4. Jaffe must notify the Planning Board in advance of the filing of an application for a building permit or use and occupancy permit for any portion of the Property. Jaffe must not seek nor receive any building permit or use and occupancy permit for a structure or use on the Property that violates the restrictions created herein. Without limiting any other rights or remedies then available, in the event permits are sought which in any way

violate the restrictions created herein, the Planning Board, the Maryland-National Capital Park and Planning Commission, and its staff are expressly entitled to recommend denial of the issuance of any such permit, and Montgomery County, Maryland, may deny the issuance of any such permit, based in whole or part upon this recommendation. Jaffe, in acknowledging the importance of the creation and enforcement of the restrictions contained herein and the vital role the presence of these restrictions served for the approval of the Preliminary Plan, agrees that the Planning Board would be an aggrieved party capable of bringing an administrative appeal to the Montgomery County Board of Appeals (or other appropriate administrative agency) challenging the issuance of any permit deemed to be in violation of any restriction contained herein. Jaffe agrees not to contest the issue of standing of the Planning Board to prosecute any such appeal before an appropriate administrative body.

5. Representatives or designees of the Planning Board may enter upon the Property from time to time for the purpose of inspection and enforcement of the terms, conditions, and restrictions contained herein. Wherever possible, a representative of Jaffe shall be present at an inspection. In the event that the representative or designee of the Planning Board determines on the basis of the inspection that the restrictions created herein are being violated, the representative or designee must promptly advise in writing Jaffe concerning the problem and Jaffe must promptly provide a written response indicating its intent to cure or refrain from curing the alleged violation.

6. NOTWITHSTANDING any of their foregoing rights, the Planning Board, the Maryland-National Capital Park and Planning Commission, and Montgomery County, Maryland have the right to bring any action for any legal or equitable relief available under Maryland law which are deemed necessary to enforce the restrictions created herein.

7. Upon demonstration by Jaffe by clear and convincing evidence that significant change in the presumed continued residential character of the neighborhood has occurred, the Planning Board may consent to the release of record of the effect of any or all of the covenants contained herein, which consent shall not be unreasonably withheld. Otherwise this Covenant is deemed to extend in perpetuity and run with title to the Property.

8. This Covenant is made personally and shall bind and inure to the benefit of the Planning Board, Jaffe, and the successors and assigns of the Planning Board or Jaffe, and to no other person or entity; and no person not expressly named or described in this subparagraph (c) shall have any rights hereunder or in connection herewith. The foregoing notwithstanding, as to any Lot, this Covenant shall bind Jaffe (or the owner of such Lot) only for so long as and to the extent Jaffe (or such owner) retains fee simple title to the affected Lot, and upon transfer of such title Jaffe (and/or such owner, as the case may be) shall be released from and have no further liability in connection with the portions

of this Covenant affecting such Lot, provided Jaffe (or such owner) shall have undertaken reasonable efforts to disclose to their subsequent purchaser the existence of this Covenant.

9. The parties agree that this Covenant is intended to and shall be recorded in the Land Records of Montgomery County, Maryland.

10. This Covenant contains the entire agreement relating to the rights herein granted and the obligations herein assumed and no other representations or promises, written or oral, made and not contained herein shall be binding or valid, all of said other representations and promises having been herein integrated and hereby merged.

11. If any term or provision of this Covenant shall, to any extent, be invalid or unenforceable, then, except with respect to those terms or provisions which are made subject to or conditioned upon such invalid or unenforceable term or provision, the remainder of this Covenant (or the application of such term or provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each other term and provision of this Covenant shall be valid and enforceable to the fullest extent permitted by law.

12. This Covenant will be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned have executed this Covenant and caused their seals to be hereunto affixed as of the day and year first above written.

WITNESS/ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
S. Bruce Jaffe (Seal)

\_\_\_\_\_

\_\_\_\_\_  
Amy R. Jaffe (Seal)

MONTGOMERY COUNTY PLANNING BOARD

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

STATE OF MARYLAND,  
MONTGOMERY COUNTY; ss:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid State and County, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the Montgomery County Planning Board, a body corporate, and on behalf of said Planning Board did acknowledge that he/she, as such representative and agent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Planning Board by himself/herself in the capacity stated herein.

As Witness: my hand and notarial seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

FINAL

Tax ID # \_\_\_\_\_

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WITNESS/ATTEST:

\_\_\_\_\_ (Seal)  
S. Bruce Jaffe

\_\_\_\_\_ (Seal)  
Amy R. Jaffe

MONTGOMERY COUNTY PLANNING BOARD

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

STATE OF MARYLAND,  
MONTGOMERY COUNTY; ss:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid State and County, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the Montgomery County Planning Board, a body corporate, and on behalf of said Planning Board did acknowledge that he/she, as such representative and agent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Planning Board by himself/herself in the capacity stated herein.

As Witness: my hand and notarial seal.

My Commission Expires:

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NOTARY PUBLIC

Tax ID # \_\_\_\_\_

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(b) <sup>Unless approved by PB in writing</sup> Jaffe agrees that Lot 101, which is shown on the Preliminary Plan as being 21,591 square feet in size, shall not be further subdivided or reduced so as to preserve the setting of the existing house on this lot. If, for reasons beyond <sup>Jaffe's or their successor</sup> control, the existing house is irreparably damaged or destroyed, this provision of the agreement may be voided. The Planning Board's written approval of this action would be required. <sup>? to destroy or subdivide</sup>

(c) Jaffe agrees not to initiate any action to remove or cancel any historic property designation currently or subsequently applicable to all or any part of Lot 101 and 100 (to the extent the latter serves as an environmental setting for the existing structure) and agrees that such Lots shall continue to be so designated unless such designation is removed by operation of law.

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*comply with all development standards of the zoning ordinance, to specs approved in advance by PB staff*

*staff review/ approval*

*in interest*

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9. The parties agree that this Covenant is intended to and shall be recorded in the Land Records of Montgomery County, Maryland.

10. This Covenant contains the entire agreement relating to the rights herein granted and the obligations herein assumed and no other representations or promises, written or oral, made and not contained herein shall be binding or valid, all of said other representations and promises having been herein integrated and hereby merged.

11. If any term or provision of this Covenant shall, to any extent, be invalid or unenforceable, then, except with respect to those terms or provisions which are made subject to or conditioned upon such invalid or unenforceable term or provision, the remainder of this Covenant (or the application of such term or provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each other term and provision of this Covenant shall be valid and enforceable to the fullest extent permitted by law.

12. This Covenant will be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned have executed this Covenant and caused their seals to be hereunto affixed as of the day and year first above written.

WITNESS/ATTEST:

\_\_\_\_\_  
S. Bruce Jaffe (Seal)

\_\_\_\_\_  
Amy R. Jaffe (Seal)

MONTGOMERY COUNTY PLANNING BOARD

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

STATE OF MARYLAND,  
MONTGOMERY COUNTY; ss:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid State and County, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the Montgomery County Planning Board, a body corporate, and on behalf of said Planning Board did acknowledge that he/she, as such representative and agent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Planning Board by himself/herself in the capacity stated herein.

As Witness: my hand and notarial seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

THIS COVENANT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between S. Bruce Jaffe and Amy R. Jaffe (\*collectively "Jaffe") and The Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission (the "Planning Board").

WHEREAS, Jaffe is the current fee simple owner of certain real property situate in Montgomery County, Maryland, more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Jaffe has filed an Application for Preliminary Plan Approval, captioned 1-89059 (the ~~the~~ "Preliminary Plan"), seeking to resubdivide the Property into three lots, titled Lots 100, 101, and 102 respectively as shown on the Preliminary Plan; and

WHEREAS, Jaffe ~~acknowledges~~ ~~the~~ ~~acknowledges~~ acknowledges that ~~the~~ ~~Property~~ the existing house constructed on Lot 101

has been noted on the Montgomery County <sup>Locational</sup> Atlas  
and Index of Historic <sup>Sites</sup> Structures (the "Atlas") and that  
individually or as a part of the <sup>proposed</sup> Woodside Historic District  
the house and its environmental setting may be  
of sufficient quality and importance so as to  
warrant designation on the approved and adopted  
Master Plan <sup>of</sup> Historic <sup>Preservation</sup> Structures; and

WHEREAS, as an express condition for approval of  
the Preliminary Plan, the Planning Board required  
that Jaffe execute a covenant <sup>on the property running</sup> for the benefit of the  
Planning Board in perpetuity, which would subject the  
Property to a requirement that certain design restrictions on  
would be <sup>put in place and effectuated</sup> ~~enforced~~ so as to preclude any adverse  
impact upon the historical integrity of the ~~the~~ historic  
house and the environmental setting; and

WHEREAS, Jaffe, by execution of this covenant, intends  
to put these restrictions on the Property in order to  
meet <sup>certain of</sup> ~~the~~ the conditions of Preliminary Plan

the development of  
lots 100 and 101

approval ~~of~~ and further intends that the restrictions created by this instrument shall be binding on themselves, their successors, assigns, transferees, ~~heirs~~ and heirs, ~~as well as~~ provided such obliges under this covenant shall <sup>then</sup> have a fee simple <sup>or leasehold</sup> interest ~~in~~ all or any portion of the Property or ~~thereon~~ any improvement thereon.

NOW, THEREFORE, in consideration of the mutual promises and stipulations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the approval of the Preliminary Plan, the parties, their successors and assigns hereby covenant and agree as follows:

1. The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

2. With respect to proposed Lot 101:

<sup>Landscape Plan</sup> (a) Jaffe agrees to plant additional <sup>"Landscape"</sup> trees on Lot 101, generally in the area designated "Additional Tree Area" on the ~~plan~~ attached hereto at Exhibit B (the <sup>"Plan"</sup>), with the intent of reinforcing and enhancing the existing tree line. The location and number of additional trees shall ~~generally~~ be as reflected on the <sup>Landscape</sup> Plan, but under no circumstances shall Jaffe be required to plant or locate trees in any location which could interfere with the construction or routine maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such <sup>Lot 100 & 101</sup> Lot ~~(or on Lot 100)~~ (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property <sup>as so judged by</sup> appropriate county agencies under county law. <sup>and shall first be approved by Planning Board staff.</sup> (b) Jaffe agrees not to initiate any action to remove or cancel any historic property designation presently <sup>currently or</sup> applicable to all or any part of Lot 101 and agrees that such <sup>subsequently</sup> Lot s shall continue to be so designated <sup>unless such designation is removed by operation of law.</sup>

→ <sup>the latter</sup> and 100 (to the extent <sup>it</sup> serves as an environmental setting for the existing structure to be located on Lot 100)

Garage issue!

3. With respect to lot 100:

(a) Jaffe agrees that the primary dwelling structure to be located on Lot 100 shall be constructed subject to the following agreements:

(i) No ~~permanent dwelling~~ structure shall be constructed in other than approximately the 38' x 60' building area shown on the Plan. The foregoing notwithstanding, it is understood that such dimensions and location are subject to deviations which are not material and which do not violate (and which conform with) the other provisions of this subparagraph (a) (the "Building Area").

↑ what plan? Exh B or C

?  
what is "not material"?

(ii) No ~~permanent dwelling~~ structure shall be constructed, the footprint of which (measured at the ground plane but excluding footings, foundations, molding, window and door sashes and frames, stairs or similar intermittent protrusions) exceeds one thousand four hundred (1,400) square feet ~~and~~ is closer than sixty-five (65) foot from Noyes Drive (as presently dedicated and constructed).

↑ but excluding garage

(iii) Subject to other applicable zoning ordinances and regulations (other than any relating to or affecting subdivision and/or site plan approval), no structure constructed on Lot 100 shall exceed two (2) stories in height (plus an attic and basement).

not intended or used as a habitable area

(iv) Any <sup>approved</sup> driveway into Lot 100 shall enter into and run adjacent to the north western boundary line of such Lot and shall be designed in such a manner as to lessen the required removal of trees.

→ Provided the written consent of Planning Board staff is first obtained

(b) Jaffe agrees to use reasonable efforts to protect all presently existing trees having an average caliper of six (6) inches or greater and to retain as many such trees as reasonably possible. The foregoing shall not, however, prohibit removal of any trees which ~~could interfere~~ with the construction or maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such Lot (or on Lot 101) (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property.

→ directly

(c) Jaffe agrees not to initiate any action to remove or cancel any historic property designation presently applicable to all or any part of Lot 100 and agrees that such Lot shall continue to be so designated.

repeat long under Q 2(b)



7. Upon demonstration by Jaffe by clear and convincing evidence that significant change in the <sup>presumed</sup> continued residential character of the neighborhood has occurred, the Planning Board may consent to the release of record ~~elimination~~ of the effect of any or all of the covenants contained herein, which consent shall not be unreasonably withheld. Otherwise this Covenant is deemed to extend in perpetuity and run with title to the Property.

B.

Covenant

The Planning Board

~~(c)~~ This Agreement is made personally and shall bind and inure to the benefit of the County, Jaffe, and the successors and assigns of Jaffe, and to no other person; and no person not expressly named or described in this subparagraph (c) shall have any rights hereunder or in connection herewith. The foregoing notwithstanding, as to any Lot, this Agreement shall bind Jaffe (or the owner of such Lot) only for so long as and to the extent Jaffe (or such owner) retains fee simple title to the affected Lot, and upon transfer of such title Jaffe (and/or such owner, as the case may be) shall be released from and have no further liability in connection with the portions of this Agreement affecting such Lot,

provided Jaffe (or such owner) shall have undertaken <sup>reasonable</sup> efforts to disclose to their subsequent purchaser the existence of this Covenant. ~~Provision in land records shall be~~  
~~announced~~

9. The parties agree that this Covenant is intended to and shall be recorded in the Land Records of Montgomery County, Maryland.

10. (a) This Agreement contains the entire agreement relating to the rights herein granted and the obligations herein assumed and no other representations or promises, written or oral, made and not contained herein shall be binding or valid, all of said other representations and promises having been herein integrated and hereby merged.

11. (b) If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, then, except with respect to those terms or provisions which are made subject to or conditioned upon such invalid or unenforceable term or provision, the remainder of this Agreement (or the application of such term or provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. This Agreement will be governed by the laws of the State of Maryland.  
IN WITNESS WHEREOF, the undersigned have executed this Agreement and caused their seals to be hereunto affixed as of the day and year first above written.

WITNESS: ATTEST

\_\_\_\_\_

\_\_\_\_\_  
S. Bruce Jaffe

(SEAL)

WITNESS  
*[Signature]*

\_\_\_\_\_

\_\_\_\_\_  
Amy R. Jaffe

(SEAL)

MONTGOMERY COUNTY PLANNING BOARD

By: \_\_\_\_\_

(SEAL)

*need notary acknowledgment  
for Jaffe's*

MONTGOMERY COUNTY PLANNING BOARD

By: \_\_\_\_\_

STATE OF MARYLAND,  
MONTGOMERY COUNTY; ss:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid State and County, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the Montgomery County Planning Board, a body corporate, and on behalf of said Planning Board did acknowledge that he/she, as such representative and agent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Planning Board by himself/herself in the capacity stated herein.

As Witness: my hand and notarial seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

[Follow with Notary Acknowledgment for Developer on next page]

9/7/89

- specific language in covenant re: nature of basement and attic
- language re: protecting trees during construction
- no <sup>subdivision</sup> development on Lot 101

Tax ID # \_\_\_\_\_

THIS COVENANT, entered into on this \_\_\_\_ day of \_\_\_\_\_, 1989, by and between S. Bruce Jaffe and Amy R. Jaffe (collectively "Jaffe") and the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission (the "Planning Board").

WHEREAS, Jaffe is the current fee simple owner of certain real property situated in Montgomery County, Maryland, more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Jaffe has filed an Application for Preliminary Plan Approval, captioned 1-89059 (the "Preliminary Plan"), seeking to resubdivide the Property into three lots, titled Lots 100, 101, and 102 respectively as shown on the Preliminary Plan; and

WHEREAS, Jaffe acknowledges that the existing house constructed on Lot 101 has been noted on the Montgomery County Locational Atlas and Index of Historic Sites (the "Atlas") and that the house and its environmental setting, individually or as a part of the proposed Woodside Historic District, may be of sufficient quality and importance so as to warrant designation on the approved and adopted Master Plan for Historic Preservation; and

WHEREAS, as an express condition for approval of the Preliminary Plan, the Planning Board required that Jaffe execute a Covenant running for the benefit of the Planning Board in perpetuity, which would subject the Property to a requirement that certain design restrictions on the development of Lots 100 and 101 would be put in place and effectuated so as to preclude any adverse impact upon the historical integrity of the historic house and the environmental setting; and

WHEREAS, Jaffe, by execution of this Covenant, intends to put these restrictions on the Property in order to meet certain of the conditions of Preliminary Plan approval and further intends that the restrictions created by this instrument shall be binding on themselves, their successors, assigns, transferees, and heirs, provided such obligee under this Covenant shall then have a fee simple or leasehold interest to all or any portion of the Property or any improvement thereon.

NOW, THEREFORE, in consideration of the mutual provises and stipulations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the approval of the Preliminary Plan, the parties, their successors and assigns hereby Covenant and agree as follows:

1. The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

2. With respect to proposed Lot 101:

(a) Jaffe agrees to plant additional trees on Lot 101, generally in the area designated "Additional Tree Area" on the Landscape Plan attached hereto at Exhibit B (the "Landscape Plan", with the intent of reinforcing and enhancing the existing tree line. The location and number of additional trees shall be as reflected on the Landscape Plan and shall first be approved by Planning Board staff, but under no circumstances shall Jaffe be required to plant or locate trees in any location which could interfere with the construction or routine maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such Lot 100 and 101 (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property as so adjudged by appropriate County agencies under County law.

(b) Jaffe agrees not to initiate any action to remove or cancel any historic property designation presently, currently or subsequently applicable to all or any part of Lot 101 and 100 (to the extent the latter serves as an environmental setting for the existing structure to be located on Lot 100) and agrees that such Lot shall continue to be so designated unless such designation is removed by operation of law.

3. With respect to Lot 100:

(a) Jaffe agrees that the primary dwelling structure to be located on Lot 100 shall be constructed subject to the following agreements:

(i) No structure shall be constructed in other than approximately the 38' x 60' building area shown on the Plan. The foregoing notwithstanding, it is understood that such dimensions and location are subject to deviations which are not mate-

rial and which do not violate (and which conform with) the other provisions of this subparagraph (a) (the "Building Area").

(ii) No structure shall be constructed, the footprint of which (measured at the ground plane but excluding footings, foundations, molding, window and door sashes and frames, stairs or similar intermittent protrusions but excluding garages) exceeds one thousand four hundred (1,400) square feet and is closer than sixty-five (65) feet from Noyes Drive (as presently dedicated and constructed).

(iii) Subject to other applicable zoning ordinances and regulations (other than any relating to or affecting subdivision and/or site plan approval), no structure constructed on Lot 100 shall exceed two (2) stories in height (plus an attic and basement).

(iv) Any approved driveway into Lot 100 shall enter into and run adjacent to the north western boundary line of such Lot and shall be designed in such a manner as to lessen the required removal of trees.

(b) Jaffe agrees to use reasonable efforts to protect all presently existing trees having an average caliper of six (6) inches or greater and to retain as many such trees as reasonably possible. Provided the written consent of Planning Board staff is first obtained, the foregoing shall not, however, prohibit removal of any tree which directly interferes with the construction or maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such Lot (or on Lot 101) (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property.

(c) Jaffe agrees not to initiate any action to remove or cancel any historic property designation presently, currently or subsequently applicable to all or any part of Lot 101 and 100 (to the extent the latter serves as an environmental setting for the existing structure to be located on Lot 100) and agrees that such Lot shall continue to be so designated unless such designation is removed by operation of law.

4. Jaffe must notify the Planning Board in advance of its filing an application for a building permit or use and occupancy permit for any portion of the Property. Jaffe must not seek nor receive any building permit or use and occupancy permit for a structure or use on the Property that violates the restrictions

created herein. Without limiting any other rights or remedies then available, in the event permits are sought which in any way violate the restrictions created herein, the Planning Board, the Maryland-National Capital Park and Planning Commission, and its staff are expressly entitled to recommend denial of the issuance of any such permit, and Montgomery County, Maryland, may deny the issuance of any such permit, based in whole or part upon this recommendation. Jaffe, in acknowledging the importance of the creation and enforcement of the restrictions contained herein and the vital role the presence of these restrictions served for the approval of the Preliminary Plan, agree that the Planning Board would be an aggrieved party capable of bringing an administrative appeal to the Montgomery County Board of Appeals (or other appropriate administrative agency) challenging the issuance of any permit deemed to be in violation of any restriction contained herein. Jaffe agrees not to contest the issue of standing of the Planning Board to prosecute any such appeal before an appropriate administrative body.

5. Representatives or designees of the Planning Board may enter upon the Property from time to time for the purpose of inspection and enforcement of the terms, conditions, and restrictions contained herein. Wherever possible, a representative of Jaffe shall be present at an inspection. In the event that the representative or designee of the Planning Board determines on the basis of the inspection that the restrictions created herein are being violated, the representative or designee must promptly advise in writing Jaffe concerning the problem and Jaffe must promptly provide a written response indicating its intent to cure or refrain from curing the alleged violation.

6. NOTWITHSTANDING any of their foregoing rights, the Planning Board, the Maryland-National Capital Park and Planning Commission, and Montgomery County, Maryland have the right to bring any action for any legal or equitable relief available under Maryland law which are deemed necessary to enforce the restrictions created herein.

7. Upon demonstration by Jaffe by clear and convincing evidence that significant change in the presumed continued residential character of the neighborhood has occurred, the Planning Board may consent to the release of record of the effect of any or all of the covenants contained herein, which consent shall not be unreasonably withheld. Otherwise this Covenant is deemed to extend in perpetuity and run with title to the Property.



8. This Covenant is made personally and shall bind and inure to the benefit of the Planning Board, Jaffe, and the successors and assigns of Jaffe, and to no other person; and no person not expressly named or described in this subparagraph (c) shall have any rights hereunder or in connection herewith. The foregoing notwithstanding, as to any Lot, this Agreement shall bind Jaffe (or the owner of such Lot) only for so long as and to the extent Jaffe (or such owner) retains fee simple title to the affected Lot, and upon transfer of such title Jaffe (and/or such owner, as the case may be) shall be released from and have no further liability in connection with the portions of this Agreement affecting such Lot, provided Jaffe (or such owner) shall have undertaken reasonable efforts to disclose to their subsequently purchaser the existence of this Covenant.

9. The parties agree that this Covenant is intended to and shall be recorded in the Land Records of Montgomery County, Maryland.

10. This Agreement contains the entire agreement relating to the rights herein granted and the obligations herein assumed and no other representations or promises, written or oral, made and not contained herein shall be binding or valid, all of said other representations and promises having been herein integrated and hereby merged.

11. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, then, except with respect to those terms or provisions which are made subject to or conditioned upon such invalid or unenforceable term or provision, the remainder of this Agreement (or the application of such term or provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. This Covenant will be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and caused their seals to be hereunto affixed as of the day and year first above written.

WITNESS/ATTEST:

\_\_\_\_\_ (Seal)  
S. Bruce Jaffe

\_\_\_\_\_ (Seal)  
Amy R. Jaffe

MONTGOMERY COUNTY PLANNING BOARD

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

STATE OF MARYLAND,  
MONTGOMERY COUNTY; ss:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid State and County, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of the Montgomery County Planning Board, a body corporate, and on behalf of said Planning Board did acknowledge that he/she, as such representative and agent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Planning Board by himself/herself in the capacity stated herein.

As Witness: my hand and notarial seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

AGREEMENT

THIS AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by S. Bruce Jaffe and Amy R. Jaffe, husband and wife, as tenants by the entirety ("Jaffe").

WHEREAS, Jaffe is the fee simple owner of certain real property located in Montgomery County, Maryland, and more particularly described on Exhibit A attached hereto (the "Property"), which Property is intended to be divided into Lots 100, 101 and 102 legally described and depicted on the plat attached hereto at Exhibit B (the "Plat"); and

WHEREAS, Jaffe has agreed, in consideration for approval of the subdivision of the Property into Lots 100, 101 and \_\_\_\_\_ to enter into this Agreement for the benefit of the ~~Board of Supervisors~~ of Montgomery County, Maryland (the "County").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jaffe agrees as follows:

1. Agreements Affecting Lot 101.

(a) Jaffe agrees to plant additional trees on Lot 101, generally in the area designated "Additional Tree Area" on the plan attached hereto at Exhibit C (the "Plan"), with the intent of reinforcing and enhancing the existing tree line. The location and number of additional trees shall generally be as reflected on the Plan, but under no circumstances shall Jaffe be required to plant or locate trees in any location which could interfere with the construction or maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such Lot (or on Lot 100) (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property.

(b) Jaffe agrees not to initiate any action to remove or cancel any historic property designation presently applicable to all or any part of Lot 101 and agrees that such Lot shall continue to be so designated.

*Jaffe recognizes  
hist. + arch.  
character  
101 + 100  
are the  
setting*

## 2. Agreements Affecting Lot 100.

(a) Jaffe agrees that the primary dwelling structure to be located on Lot 100 shall be constructed subject to the following agreements:

(i) No permanent dwelling structure shall be constructed in other than approximately the 38' x 60' building area shown on the Plan. The foregoing notwithstanding, it is understood that such dimensions and location are subject to deviations which are not material and which do not violate (and which conform with) the other provisions of this subparagraph (a) (the "Building Area").

(ii) No permanent dwelling structure shall be constructed, the footprint of which (measured at the ground plane but excluding footings, foundations, molding, window and door sashes and frames, stairs or similar intermittent protrusions) exceeds one thousand four hundred (1,400) square feet or is closer than sixty-five (65) foot from Noyes Drive (as presently dedicated and constructed).

(iii) Subject to other applicable zoning ordinances and regulations (other than any relating to or affecting subdivision and/or site plan approval), no structure constructed on Lot 100 shall exceed two (2) stories in height (plus an attic and basement).

(iv) Any driveway into Lot 100 shall enter into and run adjacent to the north western boundary line of such Lot and shall be designed in such a manner as to lessen the required removal of trees.

(b) Jaffe agrees to use reasonable efforts to protect all presently existing trees having an average caliper of six (6) inches or greater and to retain as many such trees as reasonably possible. The foregoing shall not, however, prohibit removal of any trees which could interfere with the construction or maintenance of, or pose a health or safety risk (whether because of decay, disease or otherwise) to, any structure or improvement permitted to be constructed or maintained on such Lot (or on Lot 101) (including any utility lines serving same), or which could pose such a health or safety risk to any person or other property.

(c) Jaffe agrees not to initiate any action to remove or cancel any historic property designation presently applicable to all or any part of Lot 100 and agrees that such Lot shall continue to be so designated.

### 3. Miscellaneous.

(a) This Agreement contains the entire agreement relating to the rights herein granted and the obligations herein assumed and no other representations or promises, written or oral, made and not contained herein shall be binding or valid, all of said other representations and promises having been herein integrated and hereby merged.

(b) If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, then, except with respect to those terms or provisions which are made subject to or conditioned upon such invalid or unenforceable term or provision, the remainder of this Agreement (or the application of such term or provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement is made personally and shall bind and inure to the benefit of the County, Jaffe, and the successors and assigns of Jaffe, and to no other person; and no person not expressly named or described in this subparagraph (c) shall have any rights hereunder or in connection herewith. The foregoing notwithstanding, as to any Lot, this Agreement shall bind Jaffe (or the owner of such Lot) only for so long as and to the extent Jaffe (or such owner) retains fee simple title to the affected Lot, and upon transfer of such title Jaffe (and/or such owner, as the case may be) shall be released from and have no further liability in connection with the portions of this Agreement affecting such Lot. This Agreement (and the agreements made by Jaffe herein and/or in connection herewith) shall expire and have no further force or affect upon and following the twentieth anniversary of the date hereof or such earlier time as the nature and character of the neighborhood or surrounding general environ (or the changing nature or character thereof) renders such agreements or the use of any part of the Property by the then owner thereof outdated or impractical (e.g., if any commercial enterprise should come to be located or licensed within a three (3) block radius of the Property), it being the intent of the parties that Lots 100 and 101 be subject to the restrictions imposed by this Agreement only for so long as the area surrounding such Lots remains residential and such restrictions remain necessary and essential to preserve such residential character.

(d) This Agreement, shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and caused their seals to be hereunto affixed as of the day and year first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

S. Bruce Jaffe

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Amy R. Jaffe

THIS INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ON BEHALF AND AT THE REQUEST OF THE SIGNATORIES HERETO.

\_\_\_\_\_

Gary K. Bahena  
Hogan & Hartson  
Suite 1100  
8300 Greensboro Drive  
McLean, Virginia 22102

EXHIBIT A

Legal Description of Property

Attached hereto.



EXHIBIT B

Plat and Legal Descriptions of Lots 100, 101 and 102

Attached hereto.

EXHIBIT C

Plan

Attached hereto.

CITY OF WASHINGTON            )  
                                   ) SS:  
 DISTRICT OF COLUMBIA        )

Before me the undersigned Notary Public for the jurisdiction aforesaid personally appeared S. Bruce Jaffe and Amy S. Jaffe, signatories to the within instrument, and as such and being personally well known to me (or proven by the oath of credible witnesses) to be the persons named in and which executed the within instrument acknowledged same and their execution thereof to be their free act and deed for the purposes set forth therein.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

# HOGAN & HARTSON

6300 GREENSBORO DRIVE  
MCLEAN, VIRGINIA 22102  
703/848-2600

666 THIRTEENTH STREET, NW  
WASHINGTON, DC 20004-1108  
202/837-6600

6701 ROCKLEDGE DRIVE  
BETHESDA, MARYLAND 20817  
301/493-0030

111 SOUTH CALVERT STREET  
BALTIMORE, MARYLAND 21202  
301/858-2700

## IMPORTANT NOTICE

\*\*\*\*\*

### TELECOPY/FACSIMILE COVER LETTER

\*\*\*\*\*

TO: Gwen Marcus

FROM: Gary Bahena

DATE: 8/31/89 TIME: 12:15 p.m.

TOTAL NUMBER OF PAGES INCLUDING COVER: 9

THE NUMBER LISTED BELOW IS A DIRECT LINE TO OUR TELECOPY/  
FACSIMILE MACHINE (THIS MACHINE IS EQUIPPED TO AUTO-ANSWER):

(703) 448-7650

FOR OPERATOR ASSISTANCE: (703) 848-2600 Ask For: Cindy

\*\*\*\*\*

### FOR SENDING OFFICE PURPOSES:

Telecopy/Fax Number: 495-4724

Main Telephone Number: 495-4570

Client & Matter: Name: CAFRITZ/General

Number: 58940.0001

## THE CAFRITZ GROUP

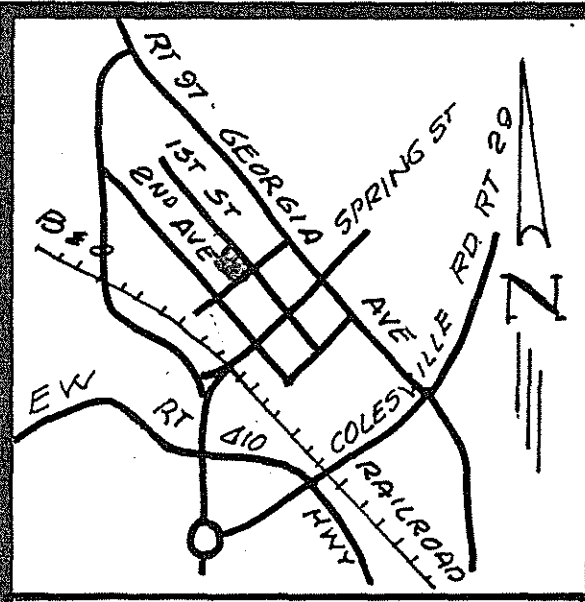
S. BRUCE JAFFE

*Executive Vice President of Acquisition and Development*

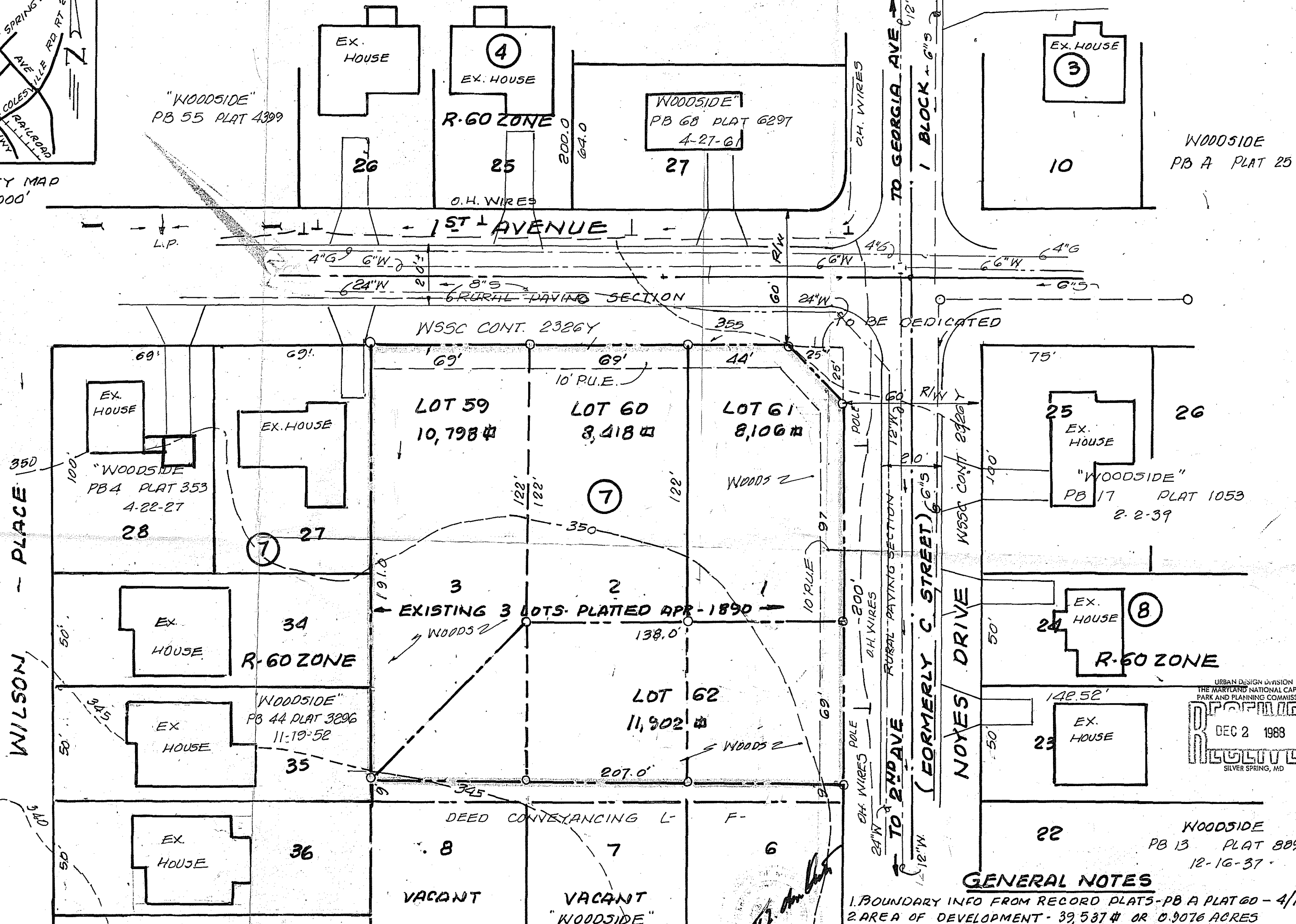
1150 SEVENTEENTH ST., N.W./SUITE 500/WASHINGTON, D.C. 20036

(202) 331-3800/TELEFAX (202) 785-3205

WOODSIDE PARK 1-88



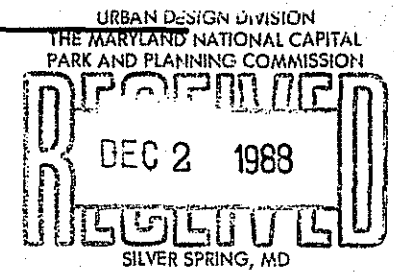
VICINITY MAP  
1" = 2000'



CONTRACT PURCH. - D & S BUILDERS  
1206. LONGFELLOW ST., N.W.  
WASHINGTON, D.C. 20011  
PH. 202-726-0202

VACANT  
"WOODSIDE"  
PB A PLAT 60  
4-1890  
R-60 ZONE

- GENERAL NOTES**
- BOUNDARY INFO FROM RECORD PLATS - PB A PLAT 60 - 4/1890
  - AREA OF DEVELOPMENT - 39,537# OR 0.9076 ACRES
  - ZONING IS R-60 - 211NW2
  - TOPOGRAPHY OBTAINED FROM THE M-NCA & PG
  - TOTAL LOTS SHOWN IS 4, AVERAGE LOT SIZE IS 9,884#
  - ALL DIMENSIONS ARE SCALED AND SUBJECT TO REVISION ON RECORD PLAT.
  - RE-SUBDIVISION SUBJECT TO PUBLIC W#5.



**HANSON & DEN OUTER, LTD.**

CIVIL ENGINEERS & LAND SURVEYORS  
LAND PLANNING CONSULTANTS

172 ROLLINS AVE. ROCKVILLE, MD 20852

PHONE: (301) 881-6770

**WOODSIDE PARK  
4 LOTS**

13<sup>TH</sup> ELECTION DISTRICT  
MONTGOMERY CO., MARYLAND.

**R-60 PRELIMINARY PLAN  
RE-SUBDIVISION LOTS 1-3 BLK 7  
WOODSIDE PARK SUB.**

CHECKED	DRAWN	DESIGN	DATE
	K.O.O.	K.O.O.	NOV. 1988

SCALE JOB NO.

1" = 30' 1612C1

SHEET FILE NO.

1 of 1 P.P.

DATE	DESCRIPTION	BY

D & S BUILDERS, INC.  
General Contractors



DAVID L. KAHN

STEPHEN C. CHILDS

1206 Longfellow St., N.W. • Washington, D.C. 20011  
202-726-0202

Dave Kahn

Woodside ~~HP~~ 36/04

1515 Noyes Ave

House + 3 lots.

Vacant land.

(502) 726-0202

Locational Atlas

HPC. Recommended

308



Date 9/15 Hour 11:49

To gm

**WHILE YOU WERE OUT**

From David Kahn

Of \_\_\_\_\_

Phone ( ) 726-0202

Telephoned	Returned Call	Please Call	<input checked="" type="checkbox"/>
Please See Me	Will Call Again	Important	

Message

re: re-subdivision in  
historic area

Signed JW

AGENCY FILE: JPL/ETH NO. 50-726

Date 10/3 Hour 1:14

To Gwen

**WHILE YOU WERE OUT**

From Douglas Rixey

Rixey Rixey Architects  
Of 3034 M Street NW W.D.C. 20007

Phone ( ) 333-2626

Telephoned	<input checked="" type="checkbox"/>	Returned Call	<input type="checkbox"/>	Please Call	<input checked="" type="checkbox"/>
Please See Me	<input type="checkbox"/>	Will Call Again	<input type="checkbox"/>	Important	<input type="checkbox"/>

Message

Re: House that is  
on the Historic  
Atlas.

1515 NOYES

*sent message  
& returned  
10/4/03*

Signed Dee

AIGNER RECORDER NO. 50-726

TO: MONT CO PLAN BOARD

JUN-16-1989 FRI 11:57 ID: MONT CO HSG&COMM DEV TEL NO: 301 217-3677

#145 P02



Montgomery County Government

MEMORANDUM

TO: Charles Loehr, Coordinator  
Development Review Division  
Maryland-National Capitol Park and Planning Commission

FROM: Jared B. Cooper<sup>JBC</sup> Historic Preservation Specialist  
Community Planning and Development Division  
Department of Housing and Community Development

DATE: June 14, 1989

SUBJECT: Review of Subdivision Plans

At their June 7, 1989 meeting, the Historic Preservation Commission reviewed the "Woodside" subdivision proposal (Locational Atlas #36/4)(M-NCPPC #1-89059). The Commission recommended denial of the proposal for the reason that it would negatively impact the environmental setting of the existing historic resource located in proposed Lot 101. This large, turn-of-the-century home is felt by the Commission to be one of the most architecturally significant resources in the Woodside Atlas District, with an equally significant existing environmental setting.

The Commission also concurs with the comments and analysis submitted to you by Gwen Marcus in a May 26, 1989 memorandum (attached).

Should you have any questions, please do not hesitate to contact me at 217-3625.

JBC:av

Attachment  
1196E

Historic Preservation Commission

51 Monroe Street, Rockville, Maryland 20850-2419, 301/217-3625

1144.87

Avenue.

15	14	13	12	11	10
-	-	-	-	1500	1500
-	-	-	-	1000	1000
4	5	6	7	8	9
-	-	-	-	75	625

West

WILSON L.A.

18	19	18	17	16	15	14	13	12	11
10	9	8	-	-	-	-	75	-	-
2500	1500	-	28	-	-	-	-	-	-
1	2	3	4	5	6	7	8	9	10
175	25	-	-	-	-	-	-	-	10

West

15	14	13	12	11	10		
-	-	-	-	-	3700		
-	-	-	-	-	-		
2	3	4	5	6	7	8	9
-	-	-	-	-	-	-	-

Avenue

15	14	13	12	11	10
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4	5	6	7	8	9
-	-	-	-	75	625

West

US

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1500	1000	-	-	-	-	-	-	-	-
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Street

BENEDICT

15	14	13	12	11	10			
-	-	-	-	-	1000			
-	-	-	-	-	1000			
1	2	3	4	5	6	7	8	9
-	-	-	-	-	-	-	-	-

Turnpike

Episcopal Church

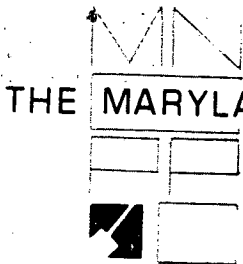
Copy of 1881 plat of coordinate information from 1931 Range Atlas.

HARRIS

HARRIS

V. VOSTAL

R. H. H.



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
8787 Georgia Avenue • Silver Spring, Maryland 20907

*Gwen FH*

*Don*

FROM: Subdivision Office - M-NCPPC

NAME: Woodside Park

FILE NO.: 1-88310

Enclosed please find the information checked below. This material will be discussed at the Subdivision Review Committee Meeting of Dec. 19, 1988 (no meeting scheduled if blank).

- New preliminary plan application with supporting material as appropriate
- Supporting material for previously reviewed preliminary plan
- Revised preliminary plan drawing
- New pre-preliminary plan application

URBAN DESIGN DIVISION  
THE MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION  
**RECEIVED**  
DEC 2 1988  
**RECEIVED**  
SILVER SPRING, MD

**IMPORTANT MESSAGE**

FOR GM  
DATE 9/1 TIME 445 A.M.  
M. Edman Reynolds P.M.  
OF \_\_\_\_\_  
PHONE 585-1986  
AREA CODE NUMBER EXTENSION

TELEPHONED		PLEASE CALL	
CAME TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		RUSH	
RETURNED YOUR CALL		SPECIAL ATTENTION	

MESSAGE \_\_\_\_\_  
\_\_\_\_\_ 8706 SECOND AVE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED \_\_\_\_\_  
LITHO IN U.S.A.



NOTES

Lined notepad page with 20 horizontal lines.

Date 8/31 Hour 9:30

To gma

**WHILE YOU WERE OUT**

From Douglas Rixey

Of \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Telephoned	<input checked="" type="checkbox"/> Returned Call	<input type="checkbox"/> Please Call	<input checked="" type="checkbox"/>
<input type="checkbox"/> Please See Me	<input type="checkbox"/> Will Call Again	<input type="checkbox"/> Important	<input type="checkbox"/>

Message

Deed Restrictions will be  
Faxed to you later  
today

- Rural FAX: 785-3205

Signed A

AIGMER RECORDER NO. 50-726




TO Gwen  
DATE 9/1 TIME 10:55

**WHILE YOU WERE OUT**

M Edmund Reynolds  
OF \_\_\_\_\_  
PHONE 585-1986  
AREA CODE NUMBER EXTENSION

TELEPHONED	<input checked="" type="checkbox"/>	PLEASE CALL	<input checked="" type="checkbox"/>
CALLED TO SEE YOU	<input type="checkbox"/>	WILL CALL AGAIN	<input type="checkbox"/>
WANTS TO SEE YOU	<input type="checkbox"/>	URGENT	<input type="checkbox"/>
RETURNED YOUR CALL			

MESSAGE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPERATOR: Jane  
 universal D2-1725

Date 9/1 Hour 11:25

To GM

**WHILE YOU WERE OUT**

From Edmund Reynolds

Of \_\_\_\_\_

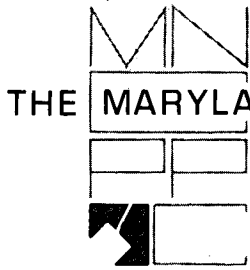
Phone ( ) 585-1988

Telephoned	<input checked="" type="checkbox"/>	Returned Call	<input type="checkbox"/>	Please Call	<input checked="" type="checkbox"/>
Please See Me	<input type="checkbox"/>	Will Call Again	<input type="checkbox"/>	Important	<input type="checkbox"/>

Message  
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Signed Jane

ALGNER REORDER NO. 50-726



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

AGENDA DATE: September 7, 1989

September 1, 1989

MEMORANDUM

TO: Montgomery County Planning Board

FROM: Historic Preservation Planning Staff *[Signature]*

SUBJECT: Preliminary Plan #1-89059 - Woodside

-----

STAFF RECOMMENDATION

Staff recommends approval of this proposed subdivision with the following conditions:

1. Placement of a protective legal covenant/easement on the affected lots which will be recorded in the County land records and which will provide for the implementation of the design restrictions described in this staff report.
2. Resolution of all stormwater management issues, as approved by DEP.
3. Construction of sidewalks along Second Avenue only, as recommended by DOT.

BACKGROUND

This case involves the reconsideration of a preliminary plan that was reviewed by the Planning Board on June 22, 1989. This plan proposed the resubdivision of three lots at the corner of Second Avenue and Noyes Drive into three differently configured lots. The existing house on the property is a major contributing resource in the Woodside Park Historic District, identified on the Locational Atlas as Resource #36/4.

At the first hearing, the Board denied this proposed plan of resubdivision, primarily because of the potential negative impact that the construction of a new house could have on the environmental setting of the existing historic house. On July 13, 1989, the Board agreed to reconsider the plan because of new information that the applicant wishes to present concerning design measures that may mitigate the negative impact of new construction on the historic house.

## DISCUSSION

Staff initially expressed a great deal of concern about the proposed subdivision and its potential impact on the environmental setting of the existing historic house--a fine Colonial Revival residence built in 1899. A copy of the May 26, 1989 staff memo outlining these concerns is attached. Many of these concerns were shared by the Planning Board, who initially denied the proposed subdivision.

In response to these concerns about the potential negative impact on the historic house, the applicant has suggested a number of design ideas and restrictions which may mitigate some of the impact. The restrictions include:

### Lot 101 (Existing Historic House)

- o Additional planting of trees on this lot to reinforce and enhance the existing tree line.
- o Support for designation of this property on the Master Plan for Historic Preservation, so that future design issues can be reviewed by the Historic Preservation Commission.

### Lot 100 (Proposed New Lot with Potential New House)

- o A defined limitation of allowable building area of 38' by 60' (as shown on the attached plan).
- o A minimum setback of 65' from the property line abutting Noyes Drive.
- o A maximum allowable building footprint of 1400 sq. ft.
- o A height limitation of two stories, plus an attic and basement.
- o Placement of any new driveway adjacent to the northeastern property line and designed so as to lessen the required removal of trees.
- o Conservation of all existing trees of 6" or greater caliper, excepting trees within the allowable building area.
- o Support for designation of this property on the Master Plan for Historic Preservation, so that future design issues--including the design of any new structure--can be reviewed by the Historic Preservation Commission.

Staff feels that these proposed design ideas and restrictions go a long way towards mitigating the potential negative impact of a new structure on the existing historic house. Staff still feels that it is important to maintain as much open space as possible around the historic resources in the Woodside Historic District,

however, the design solutions suggested by the applicant seem to represent a realistic and relatively fair compromise--allowing for the construction of another structure, while providing for design review of the building and protecting/enhancing the current wooded landscape.

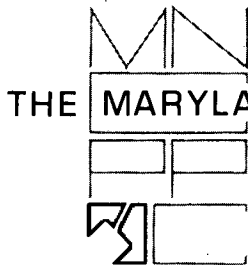
This subdivision is a particularly difficult case primarily because the definition of environmental settings for historic resources is a somewhat subjective process. It is clear that this historic structure is larger and more imposing than the other houses in the surrounding neighborhood and, thus, should have a larger tract of land around it. However, the difficult question is in deciding how large a tract is large enough. Staff feels that the proposed design ideas and restrictions support the potential for a slightly smaller lot for the historic house, while still retaining many of the important features of the overall setting.

Staff would suggest several additional restrictions that should be incorporated into a legal covenant or easement placed on the lots in question. One recommendation is that Lot 101 (with the existing historic house) should be prohibited from further subdivision, unless the historic house is completely destroyed by fire or some other natural disaster. Another recommendation is that the covenant or easement should run in perpetuity with the deed on the property. Finally, the construction of a berm or swale to protect adjacent properties from run-off could possibly be specified in the covenant/easement.

Staff has been working with the applicant on a draft of a legal covenant/easement that incorporates many of the points discussed above. This document may be available for the Board's inspection at the hearing on September 7th.

It is also important to note that staff's recommendations concerning this subdivision relate very specifically to this subdivision only. Each historic property is unique and presents a unique series of challenges and problems. Future subdivision proposals for properties within the Woodside Historic District should be reviewed on a case-by-case basis, with appropriate--and hopefully creative--design solutions considered for each property.

#  
6/22/89



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

May 26, 1989

MEMORANDUM

TO: Charles Loehr, Subdivision Coordinator  
Development Review Division

FROM: Gwen Marcus, Historic Preservation Planner  
Urban Design Division

SUBJECT: Preliminary Plan 1-89059, Woodside

-----  
This memo concerns Preliminary Plan 1-89059, which involves the proposed subdivision of a piece of property located at the corner of Second Avenue and Noyes Drive in the Woodside neighborhood of Silver Spring. This property is within the proposed Woodside Historic District--identified on the Locational Atlas as Resource #36/4. It has not yet been formally evaluated by the Historic Preservation Commission (HPC), although I do have it scheduled for evaluation by the Planning Board in late 1989/early 1990.

The proposed subdivision has a direct impact on a structure which, I feel, is a major contributing resource to the proposed Woodside Historic District. In my opinion, this house is of sufficient architectural significance to stand on its own as an individual historic site, in addition to being part of the proposed district.

I have strong reservations about the proposed subdivision and flagged this plan, in a memo to you dated February 24, 1989, for review by the HPC. It has not yet been reviewed by the HPC, although I have asked them to schedule it as an emergency item at their June 1st meeting.

The current owner purchased the property--which consisted of six recorded lots and the existing house--fairly recently and sold three out of the six lots to a developer. This developer requested and received approval to resubdivide these three lots into four. The HPC did review and endorse this subdivision and houses are presently under construction on these four lots.

At around the same time, the current owner also approached the HPC for design review of his extensive renovation of the existing house. This renovation includes a significant addition

to the house and a number of other alterations. It also includes installation of a swimming pool on the property. When the HPC reviewed the renovation plans, they were concerned about the impact of the swimming pool on the wooded character of the property. They were convinced to allow the pool by the owner who maintained that it was his intent to preserve the character of the house and its setting. At the time of this design review, the HPC was not aware that the owner had any intention of further subdividing the property to allow for the construction of additional houses.

My concerns about the proposed subdivision are primarily related to the impact of the construction of two additional houses on the environmental setting of the existing structure. The historic house is an imposing Colonial Revival residence with excellent detailing and very pure stylistic qualities. The house originally was the only structure on the full half block, sited on a total of six lots. It represents one of the few remaining large, wooded properties that recall the early rural development of the Woodside area.

I am particularly concerned about the location of Lot 100. Construction of a house at this site would dramatically change the character of the setting of the existing house. The wooded/open quality of the Noyes Drive frontage (which is also the primary facade of the existing house) would be substantially altered. The existing house, separated only by a swimming pool from the new house, would no longer be a welcome green space--a subtle reminder of the sylvan, rural days of early 20th Century Silver Spring.

I am also concerned about construction on Lot 102. Since, however, this is already the location of a recorded lot, it is currently the owner's right to build on this site and resubdivision would not have an additional impact. It should be noted that the design of any new houses on any of these lots would need to be reviewed by the HPC.

In conclusion, I feel that the Planning Board needs to be aware of both staff's concerns about the proposed subdivision and of the HPC's interest in this property. I am sure that the HPC will make substantive comments at its June 1st meeting.



#18  
6/22/89

# Montgomery County Government

## MEMORANDUM

TO: Charles Loehr, Coordinator  
Development Review Division  
Maryland-National Capitol Park and Planning Commission

FROM: Jared B. Cooper, <sup>JBC</sup>Historic Preservation Specialist  
Community Planning and Development Division  
Department of Housing and Community Development

DATE: June 14, 1989

SUBJECT: Review of Subdivision Plans

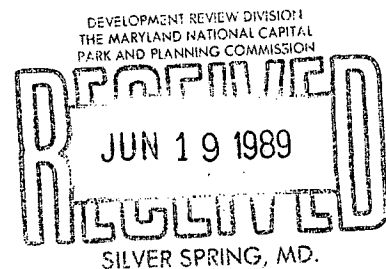
At their June 1, 1989 meeting, the Historic Preservation Commission reviewed the "Woodside" subdivision proposal (Locational Atlas #36/4)(M-NCPPC #1-89059). The Commission recommended denial of the proposal for the reason that it would negatively impact the environmental setting of the existing historic resource located in proposed Lot 101. This large, turn-of-the-century home is felt by the Commission to be one of the most architecturally significant resources in the Woodside Atlas District, with an equally significant existing environmental setting.

The Commission also concurs with the comments and analysis submitted to you by Gwen Marcus in a May 26, 1989 memorandum (attached).

Should you have any questions, please do not hesitate to contact me at 217-3625.

JBC:av

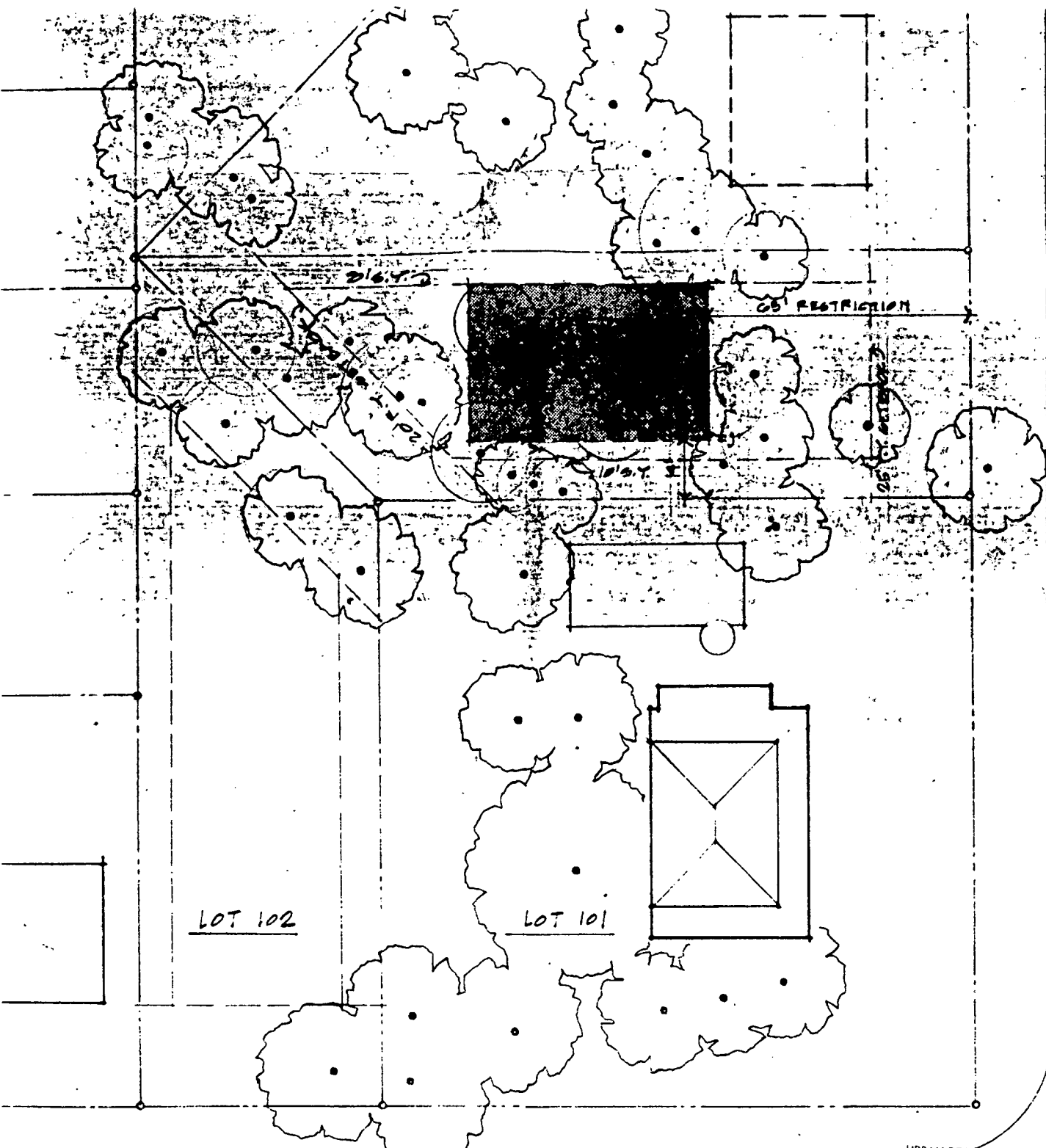
Attachment  
1196E



Historic Preservation Commission

51 Monroe Street, Rockville, Maryland 20850-2419, 301/217-3625





NOYES DRIVE

LOT 102

LOT 101

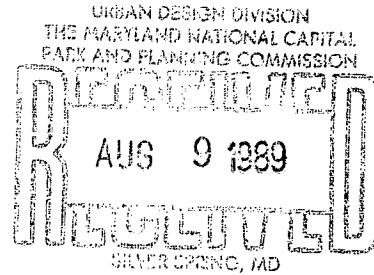
SECOND AVENUE

URBAN DESIGN DIVISION  
THE MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION  
**RECEIVED**  
AUG 9 1989  
**RECEIVED**  
SILVER SPRING, MD

R I X E Y . R I X E Y A R C H I T E C T S

Preliminary Plan 1-89059, Woodside  
Subdivision Restrictions

5 August 1989



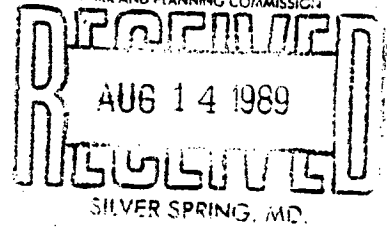
Specific Restrictions for Subdivision of Proposed Lot 100  
(to be incorporated into an enforceable agreement):

1. Defined limitation of allowable building area of approximately 38'x60', with a minimum setback of 65' from east property line (Noyes Drive) and 14' from south property line.
2. Maximum allowable house footprint of 1400 S.F. (at the ground plane).
3. Height limit restriction for any new structure not to exceed 2 stories with attic and basement, and within applicable zoning.
4. Driveway, if desired by developer to be built, to be adjacent to the north property line and to retain as many trees as practicable.
5. Tree conservation easement to endeavor to protect all existing 6" or greater caliper trees, excepting trees within the allowable building area, in which area will endeavor to retain as many trees as practicable.

Other Conditions for Subdivision  
(as agreed to by property Owner):

1. Additional planting on Lot 101 to reinforce the existing tree line.
2. Historic site designation for Lots 100 and 101 to ensure HPC review of any new proposed development.

Note: These restrictions are to be accompanied by a site plan drawing, dated 5 August 1989 by Rixey-Rixey Architects.



M E M O R A N D U M

August 7, 1989

TO: Charlie Loehr  
Development Review Division  
Maryland-National Capital Park and Planning Commission

FROM: John J. Clark, Director  
Office of Planning and Project Development  
Montgomery County Department of Transportation

SUBJECT: Preliminary Plan No. 1-89059 - Woodside

The community has requested that we construct sidewalks on First and Second Avenues in the Woodside area. It will be less complex for the Department of Transportation if sidewalks are built by developers at the time of development rather than after the lots are reconfigured. We can then connect to the existing sidewalks, making our job easier. When the Planning Board reconsiders this plan, please transmit my recommendation of sidewalks.

JJC:adp:5747U2

August 29, 1989

Charles Loehr  
Development Review Division  
Maryland National Capital Park and Planning Commission  
8787 Georgia Avenue  
Silver Spring, Md. 20910

Dear Mr. Loehr,

I am writing to express my views on the proposed resubdivision of the property at the corner of Noyes Drive and Second Avenue. The subdivision number is 89052.

I believe that this resubdivision proposal should be rejected. The historic resource on this property straddles two lots because it is a large and imposing domicile which requires two lots for any semblance of historicity to be maintained.

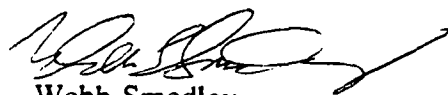
While I have been hesitant about commenting on this out of appreciation for the investment made by the property owner in restoring the existing house, I am very concerned that the approval of this application will set a precedent resulting in a similar elimination of the open space surrounding the other large historic homes in our neighborhood.

The context of this resubdivision case is not simply the adjacent properties where density is relatively high, it is the entire neighborhood where the history of development has resulted in an urban fabric with variable density and a few significant historic resources integral to the character of the neighborhood.

It is essential to the integrity of these remaining resources that the land remaining around them be more than that allowed by current zoning. Another case in our neighborhood, concerning a large and recently renovated property at 1508 Ballard Street, demonstrates clearly how cutting the context can undermine the value of the resource.

Approval of this resubdivision would set a precedent threatening the historic value of the residents at 1403 Noyes Drive, 8922 Georgia Avenue and the few other remaining 19th century homes in our neighborhood, for it would have a direct affect on the value of the land surrounding them putting pressure on the owners to sell the land for development.

Sincerely,



Webb Smedley  
Development Review Coordinator  
Woodside Civic Association

8704 Second Avenue  
Silver Spring, Md. 20910

August 30, 1989

Mr. Gus Bauman, Chair  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, MD 20910

Dear Mr. Bauman:

We are writing concerning the applicant's appeal of the Board's denial of preliminary plan #89059 (Woodside at the corner of Noyes Drive and Second Avenue). We are abutting neighbors residing at 1606 Wilson Place.

On June 22, 1989 the Planning Board denied the approval of preliminary plan #89059 on the grounds that the scale and the nature of the historic home requires a large environmental setting encompassing two of the proposed three lots. From the existing site plan which shows the house overlapping two lots, it is clear that when this home was designed and built it was intended to sit on two lots. In addition, the existing site plan did not include the extensive addition and swimming pool now being added to the home.

From what we understand, the applicant has now developed a compromise site plan which has reduced the footprint of the home proposed for the lot in question and increased its minimum setback from Noyes Drive to 65 feet. It is not clear to us how this revised site plan would fully address the concerns raised in the Board's earlier discussion.

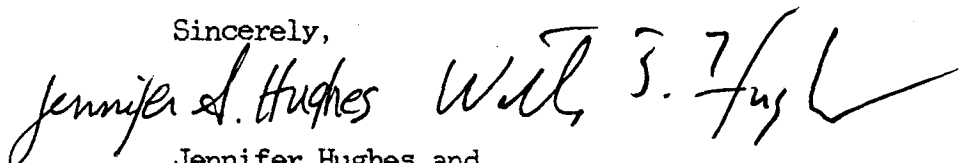
However, if the Board is going to approve the requested resubdivision, we would reiterate our concerns as abutting property owners.

-- All run-off from the new home sites should be diverted away from the homes on Wilson Place. The application indicates approval from DEP which assumes the run-off will be handled by a combination berm/swale required of the abutting new homes at the corner of Noyes and First Avenue. While construction of the four approved homes is far along, we have seen no construction of the berm/swale. With the large wooden fence surrounding the Jaffe's lot, we are not sure how and when this requirement will be fulfilled. We would like assurances from the Jaffe's that no matter what is done on the abutting properties, run-off from the lots in preliminary plan #89059 will be diverted off-site and away from the homes on Wilson Place.

-- We would like a conservation easement for the trees on the lots in question. The health and maintenance of the trees toward the rear of the Jaffe's property affect a number of the older, mature trees on our lot and our other neighbors' lots. In addition, these trees impact our visual site as much as the trees in front affect the visual site of passer-bys.

Thank you for the concern and thought you and the Board have shown in addressing these issues.

Sincerely,



Jennifer Hughes and  
William Hughes



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

AGENDA DATE: September 7, 1989

September 1, 1989

MEMORANDUM

TO: Montgomery County Planning Board

FROM: Historic Preservation Planning Staff *[Signature]*

SUBJECT: Preliminary Plan #1-89059 - Woodside

-----

STAFF RECOMMENDATION

Staff recommends approval of this proposed subdivision with the following conditions:

1. Placement of a protective legal covenant/easement on the affected lots which will be recorded in the County land records and which will provide for the implementation of the design restrictions described in this staff report.
2. Resolution of all stormwater management issues, as approved by DEP.
3. Construction of sidewalks along Second Avenue only, as recommended by DOT.

BACKGROUND

This case involves the reconsideration of a preliminary plan that was reviewed by the Planning Board on June 22, 1989. This plan proposed the resubdivision of three lots at the corner of Second Avenue and Noyes Drive into three differently configured lots. The existing house on the property is a major contributing resource in the Woodside Park Historic District, identified on the Locational Atlas as Resource #36/4.

At the first hearing, the Board denied this proposed plan of resubdivision, primarily because of the potential negative impact that the construction of a new house could have on the environmental setting of the existing historic house. On July 13, 1989, the Board agreed to reconsider the plan because of new information that the applicant wishes to present concerning design measures that may mitigate the negative impact of new construction on the historic house.

## DISCUSSION

Staff initially expressed a great deal of concern about the proposed subdivision and its potential impact on the environmental setting of the existing historic house--a fine Colonial Revival residence built in 1899. A copy of the May 26, 1989 staff memo outlining these concerns is attached. Many of these concerns were shared by the Planning Board, who initially denied the proposed subdivision.

In response to these concerns about the potential negative impact on the historic house, the applicant has suggested a number of design ideas and restrictions which may mitigate some of the impact. The restrictions include:

### Lot 101 (Existing Historic House)

- o Additional planting of trees on this lot to reinforce and enhance the existing tree line.
- o Support for designation of this property on the Master Plan for Historic Preservation, so that future design issues can be reviewed by the Historic Preservation Commission.

### Lot 100 (Proposed New Lot with Potential New House)

- o A defined limitation of allowable building area of 38' by 60' (as shown on the attached plan).
- o A minimum setback of 65' from the property line abutting Noyes Drive.
- o A maximum allowable building footprint of 1400 sq. ft.
- o A height limitation of two stories, plus an attic and basement.
- o Placement of any new driveway adjacent to the northeastern property line and designed so as to lessen the required removal of trees.
- o Conservation of all existing trees of 6" or greater caliper, excepting trees within the allowable building area.
- o Support for designation of this property on the Master Plan for Historic Preservation, so that future design issues--including the design of any new structure--can be reviewed by the Historic Preservation Commission.

Staff feels that these proposed design ideas and restrictions go a long way towards mitigating the potential negative impact of a new structure on the existing historic house. Staff still feels that it is important to maintain as much open space as possible around the historic resources in the Woodside Historic District,

however, the design solutions suggested by the applicant seem to represent a realistic and relatively fair compromise--allowing for the construction of another structure, while providing for design review of the building and protecting/enhancing the current wooded landscape.

This subdivision is a particularly difficult case primarily because the definition of environmental settings for historic resources is a somewhat subjective process. It is clear that this historic structure is larger and more imposing than the other houses in the surrounding neighborhood and, thus, should have a larger tract of land around it. However, the difficult question is in deciding how large a tract is large enough. Staff feels that the proposed design ideas and restrictions support the potential for a slightly smaller lot for the historic house, while still retaining many of the important features of the overall setting.

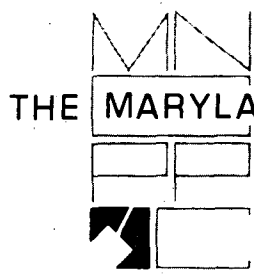
Staff would suggest several additional restrictions that should be incorporated into a legal covenant or easement placed on the lots in question. One recommendation is that Lot 101 (with the existing historic house) should be prohibited from further subdivision, unless the historic house is completely destroyed by fire or some other natural disaster. Another recommendation is that the covenant or easement should run in perpetuity with the deed on the property. Finally, the construction of a berm or swale to protect adjacent properties from run-off could possibly be specified in the covenant/easement.

Staff has been working with the applicant on a draft of a legal covenant/easement that incorporates many of the points discussed above. This document may be available for the Board's inspection at the hearing on September 7th.

It is also important to note that staff's recommendations concerning this subdivision relate very specifically to this subdivision only. Each historic property is unique and presents a unique series of challenges and problems. Future subdivision proposals for properties within the Woodside Historic District should be reviewed on a case-by-case basis, with appropriate--and hopefully creative--design solutions considered for each property.



#  
6/22/89



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

May 26, 1989

MEMORANDUM

TO: Charles Loehr, Subdivision Coordinator  
Development Review Division

FROM: Gwen Marcus, Historic Preservation Planner  
Urban Design Division

SUBJECT: Preliminary Plan 1-89059, Woodside

-----  
This memo concerns Preliminary Plan 1-89059, which involves the proposed subdivision of a piece of property located at the corner of Second Avenue and Noyes Drive in the Woodside neighborhood of Silver Spring. This property is within the proposed Woodside Historic District--identified on the Locational Atlas as Resource #36/4. It has not yet been formally evaluated by the Historic Preservation Commission (HPC), although I do have it scheduled for evaluation by the Planning Board in late 1989/early 1990.

The proposed subdivision has a direct impact on a structure which, I feel, is a major contributing resource to the proposed Woodside Historic District. In my opinion, this house is of sufficient architectural significance to stand on its own as an individual historic site, in addition to being part of the proposed district.

I have strong reservations about the proposed subdivision and flagged this plan, in a memo to you dated February 24, 1989, for review by the HPC. It has not yet been reviewed by the HPC, although I have asked them to schedule it as an emergency item at their June 1st meeting.

The current owner purchased the property--which consisted of six recorded lots and the existing house--fairly recently and sold three out of the six lots to a developer. This developer requested and received approval to resubdivide these three lots into four. The HPC did review and endorse this subdivision and houses are presently under construction on these four lots.

At around the same time, the current owner also approached the HPC for design review of his extensive renovation of the existing house. This renovation includes a significant addition

to the house and a number of other alterations. It also includes installation of a swimming pool on the property. When the HPC reviewed the renovation plans, they were concerned about the impact of the swimming pool on the wooded character of the property. They were convinced to allow the pool by the owner who maintained that it was his intent to preserve the character of the house and its setting. At the time of this design review, the HPC was not aware that the owner had any intention of further subdividing the property to allow for the construction of additional houses.

My concerns about the proposed subdivision are primarily related to the impact of the construction of two additional houses on the environmental setting of the existing structure. The historic house is an imposing Colonial Revival residence with excellent detailing and very pure stylistic qualities. The house originally was the only structure on the full half block, sited on a total of six lots. It represents one of the few remaining large, wooded properties that recall the early rural development of the Woodside area.

I am particularly concerned about the location of Lot 100. Construction of a house at this site would dramatically change the character of the setting of the existing house. The wooded/open quality of the Noyes Drive frontage (which is also the primary facade of the existing house) would be substantially altered. The existing house, separated only by a swimming pool from the new house, would no longer be a welcome green space--a subtle reminder of the sylvan, rural days of early 20th Century Silver Spring.

I am also concerned about construction on Lot 102. Since, however, this is already the location of a recorded lot, it is currently the owner's right to build on this site and resubdivision would not have an additional impact. It should be noted that the design of any new houses on any of these lots would need to be reviewed by the HPC.

In conclusion, I feel that the Planning Board needs to be aware of both staff's concerns about the proposed subdivision and of the HPC's interest in this property. I am sure that the HPC will make substantive comments at its June 1st meeting.



#18  
6/22/89

# Montgomery County Government

## MEMORANDUM

TO: Charles Loehr, Coordinator  
Development Review Division  
Maryland-National Capitol Park and Planning Commission

FROM: Jared B. Cooper, <sup>JBC</sup> Historic Preservation Specialist  
Community Planning and Development Division  
Department of Housing and Community Development

DATE: June 14, 1989

SUBJECT: Review of Subdivision Plans

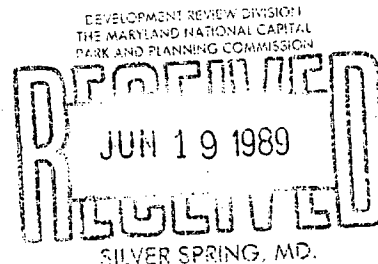
At their June 1, 1989 meeting, the Historic Preservation Commission reviewed the "Woodside" subdivision proposal (Locational Atlas #36/4)(M-NCPPC #1-89059). The Commission recommended denial of the proposal for the reason that it would negatively impact the environmental setting of the existing historic resource located in proposed Lot 101. This large, turn-of-the-century home is felt by the Commission to be one of the most architecturally significant resources in the Woodside Atlas District, with an equally significant existing environmental setting.

The Commission also concurs with the comments and analysis submitted to you by Gwen Marcus in a May 26, 1989 memorandum (attached).

Should you have any questions, please do not hesitate to contact me at 217-3625.

JBC:av

Attachment  
1196E



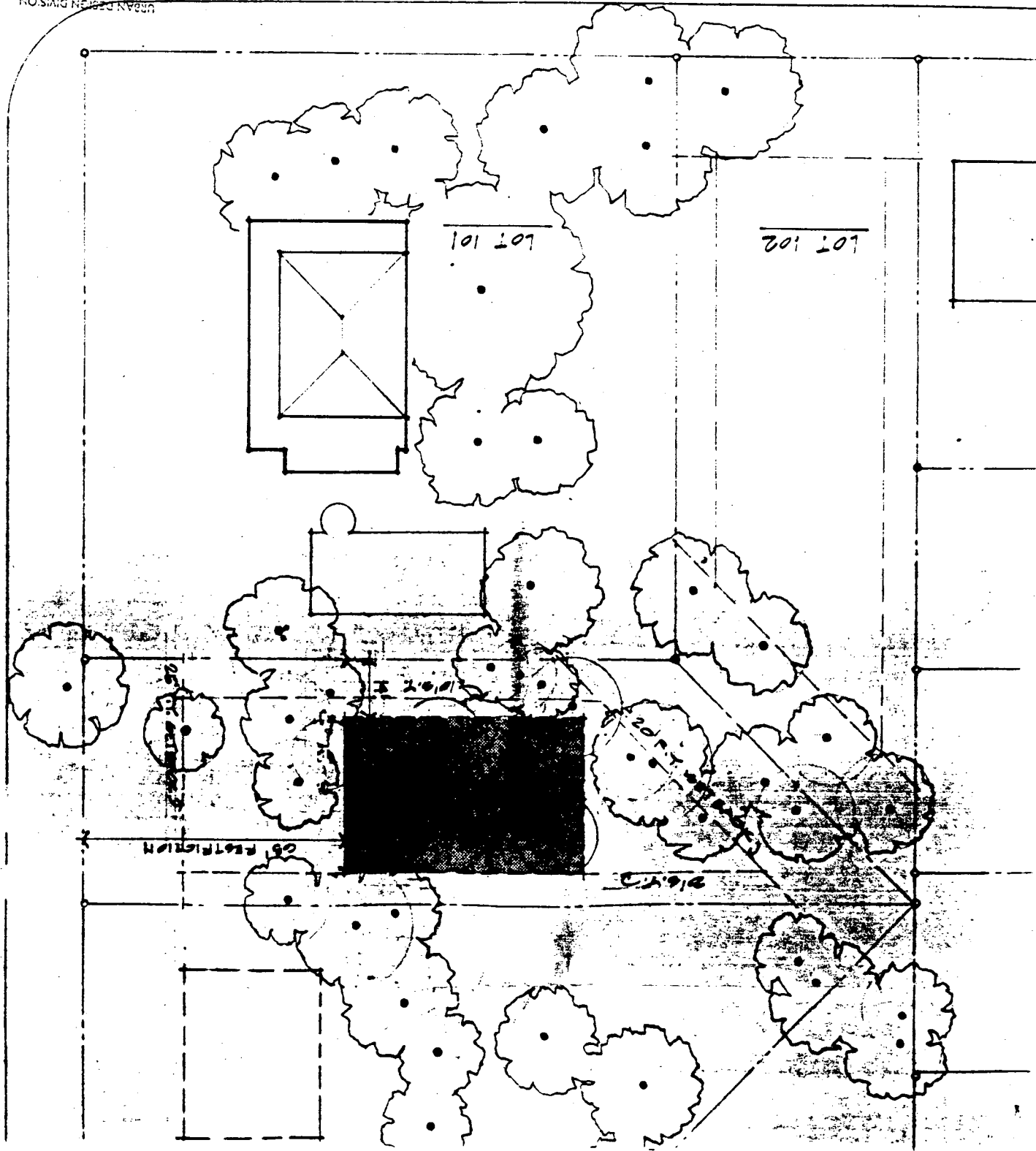
Historic Preservation Commission

51 Monroe Street, Rockville, Maryland 20850-2419, 301/217-3625

STREET ADDRESS  
6886 9 AUG 1989  
THE MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION  
URBAN DESIGN DIVISION

SECOND AVENUE

NOYES DRIVE



R I X E Y . R I X E Y A R C H I T E C T S

Preliminary Plan 1-89059, Woodside  
Subdivision Restrictions

5 August 1989

RECEIVED  
PLANNING DEPARTMENT  
AUG 10 1989

Specific Restrictions for Subdivision of Proposed Lot 100  
(to be incorporated into an enforceable agreement):

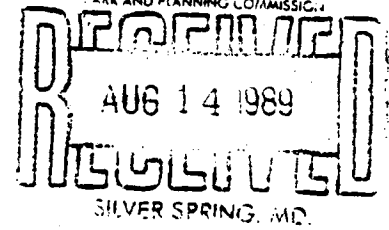
1. Defined limitation of allowable building area of approximately 38'x60', with a minimum setback of 65' from east property line (Noves Drive) and 14' from south property line.
2. Maximum allowable house footprint of 1400 S.F. (at the ground plane).
3. Height limit restriction for any new structure not to exceed 2 stories with attic and basement, and within applicable zoning.
4. Driveway, if desired by developer to be built, to be adjacent to the north property line and to retain as many trees as practicable.
5. Tree conservation easement to endeavor to protect all existing 6" or greater caliper trees, excepting trees within the allowable building area, in which area will endeavor to retain as many trees as practicable.

Other Conditions for Subdivision  
(as agreed to by property Owner):

1. Additional planting on Lot 101 to reinforce the existing tree line.
2. Historic site designation for Lots 100 and 101 to ensure HPC review of any new proposed development.

Note: These restrictions are to be accompanied by a site plan drawing, dated 5 August 1989 by Rixey-Rixey Architects.

DEVELOPMENT REVIEW DIVISION  
THE MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION



MEMORANDUM

August 7, 1989

TO: Charlie Loehr  
Development Review Division  
Maryland-National Capital Park and Planning Commission

FROM: John J. Clark, Director  
Office of Planning and Project Development  
Montgomery County Department of Transportation

SUBJECT: Preliminary Plan No. 1-89059 - Woodside

The community has requested that we construct sidewalks on First and Second Avenues in the Woodside area. It will be less complex for the Department of Transportation if sidewalks are built by developers at the time of development rather than after the lots are reconfigured. We can then connect to the existing sidewalks, making our job easier. When the Planning Board reconsiders this plan, please transmit my recommendation of sidewalks.

JJC:adp:5747U2

August 29, 1989

Charles Loehr  
Development Review Division  
Maryland National Capital Park and Planning Commission  
8787 Georgia Avenue  
Silver Spring, Md. 20910

Dear Mr. Loehr,

I am writing to express my views on the proposed resubdivision of the property at the corner of Noyes Drive and Second Avenue. The subdivision number is 89052.

I believe that this resubdivision proposal should be rejected. The historic resource on this property straddles two lots because it is a large and imposing domicile which requires two lots for any semblance of historicity to be maintained.


While I have been hesitant about commenting on this out of appreciation for the investment made by the property owner in restoring the existing house, I am very concerned that the approval of this application will set a precedent resulting in a similar elimination of the open space surrounding the other large historic homes in our neighborhood.

The context of this resubdivision case is not simply the adjacent properties where density is relatively high, it is the entire neighborhood where the history of development has resulted in an urban fabric with variable density and a few significant historic resources integral to the character of the neighborhood.

It is essential to the integrity of these remaining resources that the land remaining around them be more than that allowed by current zoning. Another case in our neighborhood, concerning a large and recently renovated property at 1508 Ballard Street, demonstrates clearly how cutting the context can undermine the value of the resource.

Approval of this resubdivision would set a precedent threatening the historic value of the residents at 1403 Noyes Drive, 8922 Georgia Avenue and the few other remaining 19th century homes in our neighborhood, for it would have a direct affect on the value of the land surrounding them putting pressure on the owners to sell the land for development.

Sincerely,



Webb Smedley  
Development Review Coordinator  
Woodside Civic Association

8704 Second Avenue  
Silver Spring, Md. 20910

August 30, 1989

Mr. Gus Bauman, Chair  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, MD 20910

Dear Mr. Bauman:

We are writing concerning the applicant's appeal of the Board's denial of preliminary plan #89059 (Woodside at the corner of Noyes Drive and Second Avenue). We are abutting neighbors residing at 1606 Wilson Place.

On June 22, 1989 the Planning Board denied the approval of preliminary plan #89059 on the grounds that the scale and the nature of the historic home requires a large environmental setting encompassing two of the proposed three lots. From the existing site plan which shows the house overlapping two lots, it is clear that when this home was designed and built it was intended to sit on two lots. In addition, the existing site plan did not include the extensive addition and swimming pool now being added to the home.

From what we understand, the applicant has now developed a compromise site plan which has reduced the footprint of the home proposed for the lot in question and increased its minimum setback from Noyes Drive to 65 feet. It is not clear to us how this revised site plan would fully address the concerns raised in the Board's earlier discussion.

However, if the Board is going to approve the requested resubdivision, we would reiterate our concerns as abutting property owners.

-- All run-off from the new home sites should be diverted away from the homes on Wilson Place. The application indicates approval from DEP which assumes the run-off will be handled by a combination berm/swale required of the abutting new homes at the corner of Noyes and First Avenue. While construction of the four approved homes is far along, we have seen no construction of the berm/swale. With the large wooden fence surrounding the Jaffe's lot, we are not sure how and when this requirement will be fulfilled. We would like assurances from the Jaffe's that no matter what is done on the abutting properties, run-off from the lots in preliminary plan #89059 will be diverted off-site and away from the homes on Wilson Place.

-- We would like a conservation easement for the trees on the lots in question. The health and maintenance of the trees toward the rear of the Jaffe's property affect a number of the older, mature trees on our lot and our other neighbors' lots. In addition, these trees impact our visual site as much as the trees in front affect the visual site of passer-bys.

Thank you for the concern and thought you and the Board have shown in addressing these issues.

Sincerely,

*Jennifer A. Hughes* *William S. Hughes*

Jennifer Hughes and  
William Hughes



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

May 26, 1989

MEMORANDUM

TO: Charles Loehr, Subdivision Coordinator  
Development Review Division

FROM: Gwen Marcus, Historic Preservation Planner  
Urban Design Division

SUBJECT: Preliminary Plan 1-89059, Woodside

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This memo concerns Preliminary Plan 1-89059, which involves the proposed subdivision of a piece of property located at the corner of Second Avenue and Noyes Drive in the Woodside neighborhood of Silver Spring. This property is within the proposed Woodside Historic District--identified on the Locational Atlas as Resource #36/4. It has not yet been formally evaluated by the Historic Preservation Commission (HPC), although I do have it scheduled for evaluation by the Planning Board in late 1989/early 1990.

The proposed subdivision has a direct impact on a structure which, I feel, is a major contributing resource to the proposed Woodside Historic District. In my opinion, this house is of sufficient architectural significance to stand on its own as an individual historic site, in addition to being part of the proposed district.

I have strong reservations about the proposed subdivision and flagged this plan, in a memo to you dated February 24, 1989, for review by the HPC. It has not yet been reviewed by the HPC, although I have asked them to schedule it as an emergency item at their June 1st meeting.

The current owner purchased the property--which consisted of six recorded lots and the existing house--fairly recently and sold three out of the six lots to a developer. This developer requested and received approval to resubdivide these three lots into four. The HPC did review and endorse this subdivision and houses are presently under construction on these four lots.

At around the same time, the current owner also approached the HPC for design review of his extensive renovation of the existing house. This renovation includes a significant addition

to the house and a number of other alterations. It also includes installation of a swimming pool on the property. When the HPC reviewed the renovation plans, they were concerned about the impact of the swimming pool on the wooded character of the property. They were convinced to allow the pool by the owner who maintained that it was his intent to preserve the character of the house and its setting. At the time of this design review, the HPC was not aware that the owner had any intention of further subdividing the property to allow for the construction of additional houses.

My concerns about the proposed subdivision are primarily related to the impact of the construction of two additional houses on the environmental setting of the existing structure. The historic house is an imposing Colonial Revival residence with excellent detailing and very pure stylistic qualities. The house originally was the only structure on the full half block, sited on a total of six lots. It represents one of the few remaining large, wooded properties that recall the early rural development of the Woodside area.

I am particularly concerned about the location of Lot 100. Construction of a house at this site would dramatically change the character of the setting of the existing house. The wooded/open quality of the Noyes Drive frontage (which is also the primary facade of the existing house) would be substantially altered. The existing house, separated only by a swimming pool from the new house, would no longer be a welcome green space--a subtle reminder of the sylvan, rural days of early 20th Century Silver Spring.

I am also concerned about construction on Lot 102. Since, however, this is already the location of a recorded lot, it is currently the owner's right to build on this site and resubdivision would not have an additional impact. It should be noted that the design of any new houses on any of these lots would need to be reviewed by the HPC.

In conclusion, I feel that the Planning Board needs to be aware of both staff's concerns about the proposed subdivision and of the HPC's interest in this property. I am sure that the HPC will make substantive comments at its June 1st meeting.



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

AGENDA DATE: September 7, 1989

September 1, 1989

MEMORANDUM

TO: Montgomery County Planning Board

FROM: Historic Preservation Planning Staff

SUBJECT: Preliminary Plan #1-89059 - Woodside

-----

STAFF RECOMMENDATION

Staff recommends approval of this proposed subdivision with the following conditions:

1. Placement of a protective legal covenant/easement on the affected lots which will be recorded in the County land records and which will provide for the implementation of the design restrictions described in this staff report.
2. Resolution of all stormwater management issues, as approved by DEP.
3. Construction of sidewalks along Second Avenue only, as recommended by DOT.

BACKGROUND

This case involves the reconsideration of a preliminary plan that was reviewed by the Planning Board on June 22, 1989. This plan proposed the resubdivision of three lots at the corner of Second Avenue and Noyes Drive into three differently configured lots. The existing house on the property is a major contributing resource in the Woodside Park Historic District, identified on the Locational Atlas as Resource #36/4.

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8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

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Urban Design Division

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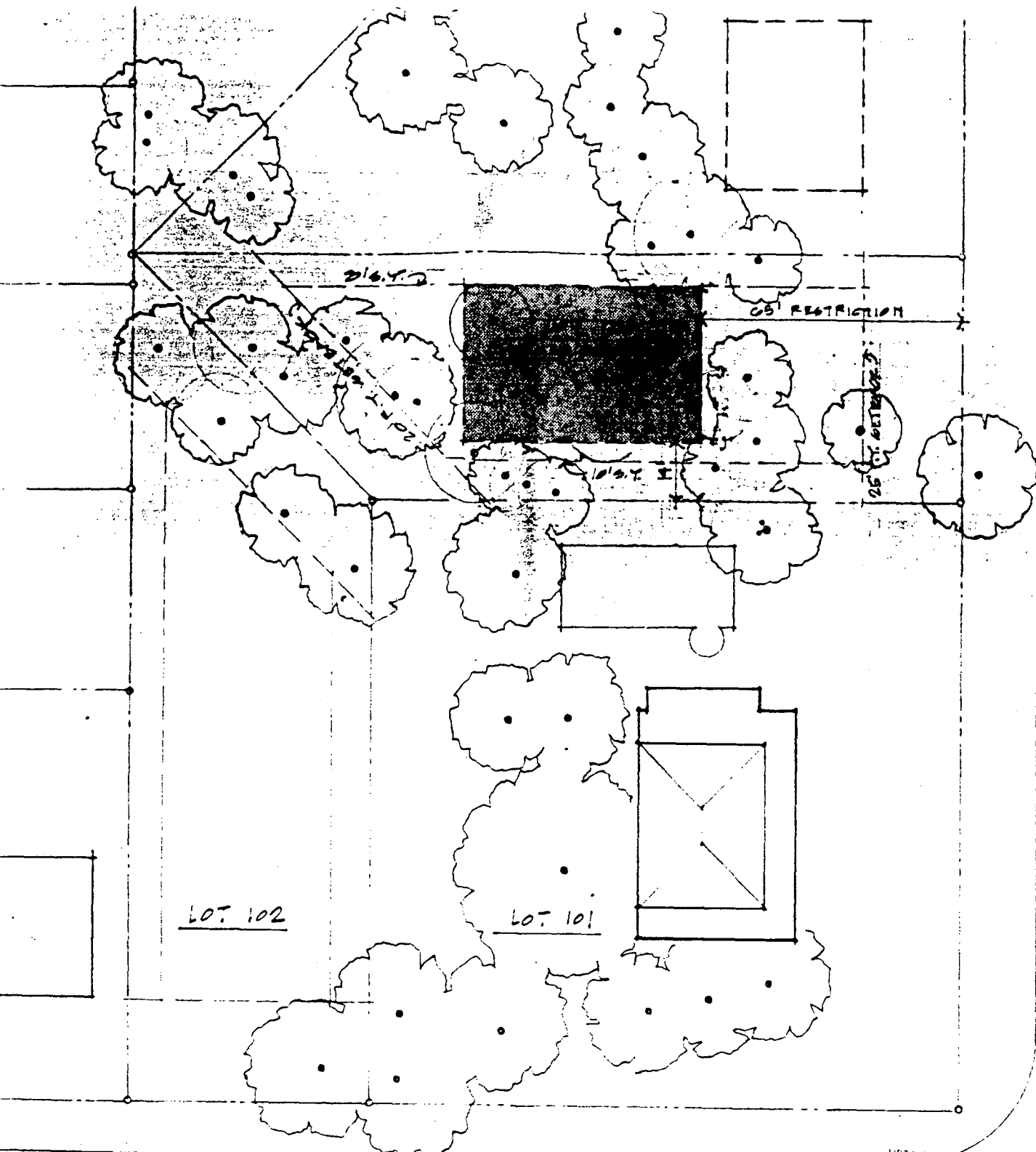
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NOYES DRIVE



SECOND AVENUE

URBAN DESIGN DIVISION  
 THE MARYLAND NATIONAL CAPITAL  
 PARK AND PLANNING COMMISSION

**RECEIVED**

AUG 9 1989

**REGISTERED**

SPRINGFIELD, MD



R I X E Y . R I X E Y A R C H I T E C T S

Preliminary Plan 1-89059, Woodside  
Subdivision Restrictions

5 August 1989

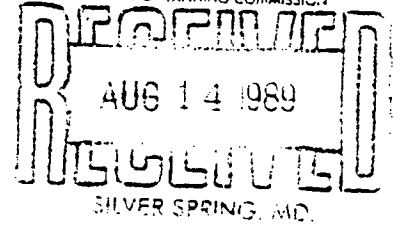
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Note: These restrictions are to be accompanied by a site plan drawing, dated 5 August 1989 by Rixey-Rixey Architects.



M E M O R A N D U M

August 7, 1989

TO: Charlie Loehr  
Development Review Division  
Maryland-National Capital Park and Planning Commission

FROM: John J. Clark, Director  
Office of Planning and Project Development  
Montgomery County Department of Transportation

SUBJECT: Preliminary Plan No. 1-89059 - Woodside

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I believe that this resubdivision proposal should be rejected. The historic resource on this property straddles two lots because it is a large and imposing domicile which requires two lots for any semblance of historicity to be maintained.

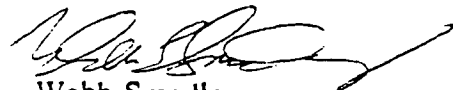
While I have been hesitant about commenting on this out of appreciation for the investment made by the property owner in restoring the existing house, I am very concerned that the approval of this application will set a precedent resulting in a similar elimination of the open space surrounding the other large historic homes in our neighborhood.

The context of this resubdivision case is not simply the adjacent properties where density is relatively high, it is the entire neighborhood where the history of development has resulted in an urban fabric with variable density and a few significant historic resources integral to the character of the neighborhood.

It is essential to the integrity of these remaining resources that the land remaining around them be more than that allowed by current zoning. Another case in our neighborhood, concerning a large and recently renovated property at 1508 Ballard Street, demonstrates clearly how cutting the context can undermine the value of the resource.

Approval of this resubdivision would set a precedent threatening the historic value of the residents at 1403 Noyes Drive, 8922 Georgia Avenue and the few other remaining 19th century homes in our neighborhood, for it would have a direct affect on the value of the land surrounding them putting pressure on the owners to sell the land for development.

Sincerely,



Webb Smedley  
Development Review Coordinator  
Woodside Civic Association

8704 Second Avenue  
Silver Spring, Md. 20910

August 30, 1989

Mr. Gus Bauman, Chair  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, MD 20910

Dear Mr. Bauman:

We are writing concerning the applicant's appeal of the Board's denial of preliminary plan #89059 (Woodside at the corner of Noyes Drive and Second Avenue). We are abutting neighbors residing at 1606 Wilson Place.

On June 22, 1989 the Planning Board denied the approval of preliminary plan #89059 on the grounds that the scale and the nature of the historic home requires a large environmental setting encompassing two of the proposed three lots. From the existing site plan which shows the house overlapping two lots, it is clear that when this home was designed and built it was intended to sit on two lots. In addition, the existing site plan did not include the extensive addition and swimming pool now being added to the home.

From what we understand, the applicant has now developed a compromise site plan which has reduced the footprint of the home proposed for the lot in question and increased its minimum setback from Noyes Drive to 65 feet. It is not clear to us how this revised site plan would fully address the concerns raised in the Board's earlier discussion.

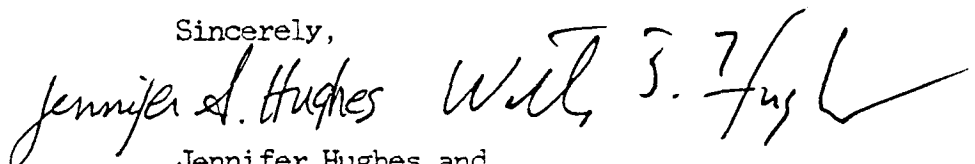
However, if the Board is going to approve the requested resubdivision, we would reiterate our concerns as abutting property owners.

-- All run-off from the new home sites should be diverted away from the homes on Wilson Place. The application indicates approval from DEP which assumes the run-off will be handled by a combination berm/swale required of the abutting new homes at the corner of Noyes and First Avenue. While construction of the four approved homes is far along, we have seen no construction of the berm/swale. With the large wooden fence surrounding the Jaffe's lot, we are not sure how and when this requirement will be fulfilled. We would like assurances from the Jaffe's that no matter what is done on the abutting properties, run-off from the lots in preliminary plan #89059 will be diverted off-site and away from the homes on Wilson Place.

-- We would like a conservation easement for the trees on the lots in question. The health and maintenance of the trees toward the rear of the Jaffe's property affect a number of the older, mature trees on our lot and our other neighbors' lots. In addition, these trees impact our visual site as much as the trees in front affect the visual site of passer-bys.

Thank you for the concern and thought you and the Board have shown in addressing these issues.

Sincerely,



Jennifer Hughes and  
William Hughes

ROUTING SLIP  
MONTGOMERY COUNTY PLANNING BOARD  
CHAIRMAN'S OFFICE

FILE NUMBER: 891274 DATE RECEIVED: 06/30/89

CORRESPONDENCE TYPE: letter DATE OF LETTER: 06/29/89

AGENDA DATE:

TO: Bauman

FROM: S. Bruce Jaffe

SUBJECT:

Letter requests reconsideration of PB decision re Woodside Prel. Plan. Letter from attorneys Stanley D. Abrams and M. Gregg Diamond in support of request attached. (dated 6/30/89)

TRANSMITTED TO: Pl. Dept./MCPB

COPIES TO: Loehr/(Abrams ltr.cpd to Goldberg by sdr)

(w/enc.)

DATE DUE:

[ ] PREPARE REPLY FOR CHAIRMAN'S SIGNATURE

[ ] REPLY; CC TO CHAIRMAN

REMARKS FROM CHAIRMAN'S OFFICE:

To be scheduled on agenda by C.Loehr.

PLANNING DIRECTOR'S OFFICE

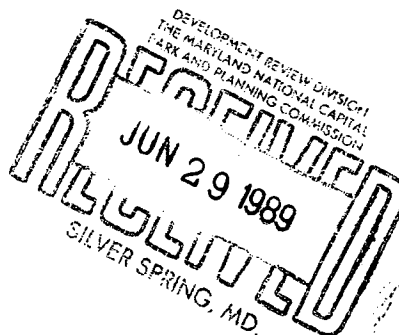
DATE RECEIVED BY PDO:

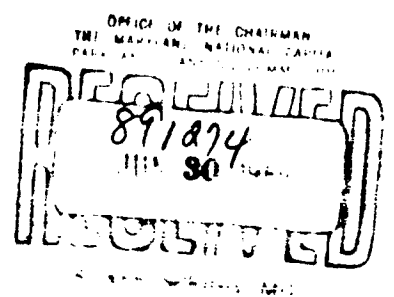
DATE SENT TO DIVISION:

RESPONSIBLE STAFF:

DIVISION:

REMARKS FROM DIRECTOR'S OFFICE:





June 29, 1989

Hon. Gus Bauman, Chairman  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, Maryland 20910

Re: Preliminary Plan 1-89059, Woodside  
Request for Reconsideration

Dear Mr. Bauman:

I would like to respectfully request a reconsideration by the Planning Board on the above referenced subdivision plan, based on the following new information.

The primary objection to the proposed plan seems to be the possible disruption to the existing house and its setting that could be caused by the construction of a new house on Lot 100. I did not fully understand this issue until two days prior to the hearing, when I had several discussions with Gwen Marcus of the Planning Staff by telephone and at the site. At that time, several alternative schemes and other issues were discussed, but there was not sufficient time to alter our presentation to the Board; as a result, the proposal was rejected.

Yesterday, I met with Gwen Marcus, John Carter of the Urban Design Division and Jared Cooper from HPC, along with my Architect Douglas Rixey and my Surveyor Ken Den Outer, to continue the effort to find an appropriate solution to the Historic, Architectural and aesthetic problems posed by the proposed subdivision. As a result, we generated several changes to the original proposal that we all agreed would allow a new house to be built on Lot 100 while preserving the existing character and quality of the house and surrounding. These changes included site plan approval for any new construction, more stringent setback restrictions and a well-defined allowable buildable area to protect views of 1515 Noyes, height limit restrictions, a tree conservation easement to protect as many existing trees as possible (generated from an accurate tree survey which was prepared this week), proposed additional landscaping to reinforce the existing backdrop to 1515, and careful location of any new driveway to have a minimal impact on the site. I further intend to meet with the HPC prior to my reconsideration hearing, to review these proposals and hopefully gain their support. Our discussions will include Historic Site designation for the existing house and Lot 100, to guarantee HPC review of any new structure proposed for architectural compatibility.

Given the original split vote on my case, and the fact that the Chairman was not in attendance, I would appreciate the opportunity to present this new evidence to the full Board, along with clearer graphics to explain the existing and proposed conditions. My objective is to be able to reconfigure the existing three lots into three different lots, but not at any risk of destroying the character of the great old house that I have restored to be my home.

Thank you for your reconsideration of this case. Simultaneously with my delivery of this letter, you should be receiving a letter from my counsel at Abrams, West & Storm, P. C. raising additional points for the record.

Very truly yours,



S. Bruce Jaffe

Attached: supporting evidence in the form of a letter from Abrams, West & Storm

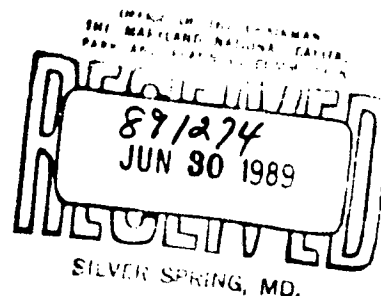
cc: Stanley D. Abrams, Esq.  
Douglas Rixey

LAW OFFICES  
**ABRAMS, WEST & STORM, P.C.**

SUITE 760N  
1550 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 951-1550

KENNETH R. WEST  
STANLEY D. ABRAMS  
HARRY C. STORM  
ANNETTE K. TAMBIYN  
M. GREGG DIAMOND

WRITER'S DIRECT  
NUMBER IS



MEMBERS OF MARYLAND & DC BAR

June 30, 1989

Hon. Gus Bauman, Chairman  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, Maryland 20910

RE: Preliminary Plan 1-89059, Woodside  
Request for Reconsideration

Dear Mr. Bauman:

This firm represents the applicant in the above referenced matter. Pursuant to this letter, the applicant in the above referenced preliminary plan requests reconsideration of the decision of the Planning Board. The preliminary plan was brought before the Planning Board on June 22, 1989. The Chairman was not in attendance. By a vote of 2-2, the applicant's plan of resubdivision was denied. By a follow-up vote, the Board denied the applicant's plan 3-1. In consideration of the divided vote by the Board, and in further consideration of Planning Board approval of similar resubdivisions in the same Woodside subdivision, the applicant requests that the Planning Board grant reconsideration; that the Chairman review the record; that the applicant be allowed to present new evidence in the case; and that the entire Board take a new vote in this case.

Preliminary Plan 1-89059 involves the resubdivision of three lots containing 43,263 square feet (0.99318 Acres) located at the corner of Noyes Drive and Second Avenue, Woodside subdivision in Silver Spring. At present, the three lots' average size is 14,317 square feet. The three lots are improved by one existing home which straddles two of the existing lots. The home has been described by the Urban Design Division of the Planning Board as a Colonial Revival residence with excellent detailing and very pure stylistic qualities. Pictures of the house are attached as Attachment "A". Additional photos were submitted at the public hearing.



ABRAMS, WEST & STORM, P.C.

4550 MONTGOMERY AVENUE # 760N  
BETHESDA, MARYLAND 20814

Gus Bauman, Chairman  
June 30, 1989  
Page 2

The applicant's preliminary plan proposed to resubdivide the lots into three lots as follows:

(Lot 101) 21,591 square feet (with the existing home);  
(Lot 100) 10,620 square feet with access to Noyes Drive;  
(Lot 102) 10,740 square feet with access to Second Avenue.

The largest lot, Lot 101, which includes the existing home, would contain approximately one-half acre of land. With one-half acre, Lot 101 would be the largest lot in the Woodside subdivision, and almost 4 times the size of lots required by the property's zoning.

In addition to proposing to maintain the home on the largest lot in the subdivision, the applicant has spent considerable sums to restore the exterior of the home to near its original condition, as well as to improve the interior. As architect Douglas Rixey stated in part to the Board in a letter dated June 20, 1989 (Attachment "B"):

Our firm began work on the project in late September of last year. At that time the house was in deplorable condition... I would not have been surprised to see the house condemned.

The Jaffes managed to see beyond all these problems and understood the potential the great old house possessed... The design attitude was one of sympathetic renovation, and many of the original details were matched or replaced.

Historic approval was granted in December and construction began in January of this year... In my professional opinion, the Jaffes have made an important contribution toward maintaining the heritage and character of the historic Woodside subdivision. Without their efforts, both financial and aesthetic, I believe the house may well have been beyond repair in as little as two or three years.

LAW OFFICES

ABRAMS, WEST & STORM, P.C.

4550 MONTGOMERY AVENUE # 760N

BETHESDA, MARYLAND 20814

Gus Bauman, Chairman

June 30, 1989

Page 3

It is clear from Mr. Rixey's letter that the applicant has made a significant effort to maintain the historical character of the house. This effort includes the applicant's preliminary plan which proposes to keep the house on the largest lot in the subdivision, 2 1/2 to 3 times larger than any other adjacent lot (See Attachment "C").

Despite the substantial efforts of the applicant to save the historic house and maintain it in a unique manner, separate and distinct from the remainder of the subdivision, the Planning Staff recommended approval of resubdivision from the 3 existing lots to create only two lots. The applicant's plan is not deficient in any objective, specific, measurable criteria of the Subdivision Regulations. Instead, the staff found pursuant to subjective criteria that the applicant's plan to place the house on one-half acre, the largest lot in the area, would negatively impact the environmental setting of the house on proposed Lot 101.

The staff recommendation in this case was purely subjective, and entirely inconsistent with precedent. The setting of the area is suburban, with houses of an older vintage (across Noyes Avenue) and new homes (across Second Avenue). The houses of an older vintage, as well as the newer homes, are located on lots historically smaller than the proposal for Lot 101. In fact, proposed Lots 100 and 102, each containing approximately 1/4 acre, are also larger in size than those found historically in the subdivision. On the other hand, the 1/4 acre lots are entirely consistent with the recently approved resubdivision in Preliminary Plan 1-88310.

In the recently approved Preliminary Plan 1-88310, three lots, containing approximately one acre, were resubdivided into four lots, containing approximately 1/4 acre each. Those four new lots are located adjoining proposed Lot 100. Two of the lots are mirror images of proposed Lots 100 and 102. Without any question, under these circumstances, proposed Lots 100 and 102 satisfy all objective and subjective subdivision criteria because they are identical to recently approved mirror image

ABRAMS, WEST & STORM, P.C.

4550 MONTGOMERY AVENUE # 760N  
BETHESDA, MARYLAND 20814

Gus Bauman, Chairman  
June 30, 1989  
Page 4

lots. The Historic Preservation Commission approved Preliminary Plan 1-88310 which created four 1/4 acre lots from three lots. The Planning Board approved the plan on March 13, 1989.

The only issue which appears to have stopped staff approval of the preliminary plan is the size of Lot 101 containing the house. The decision not to support the preliminary plan was entirely subjective because who can say precisely how much land is needed to preserve the environmental setting? Where historically all of the surrounding homes are located on lots of less than 1/4 acre, who should say that the applicant's home should be located on 1 acre, 3/4 acre, or 1/2 acre, as proposed by the applicant? A review of the attached Exhibit "B", a zoning map of the Woodside subdivision, clearly establishes that applicant's proposed 1/2 acre lot is larger than any other lot in blocks 6, 7 or 8 of the Woodside subdivision.

What typifies the Woodside subdivision is homes on small lots with mature tree growth. Proposed Lot 101 would have large trees surrounding the home, with almost all of the trees saved on Lot 101. The facade and visual view along Second Avenue and Noyes Drive will be maintained with a mature, wooded appearance, characteristic of the area's large magnolia, oak and maple trees.

Is the applicant's plan for Lot 101 objectively and subjectively in conformance with the subdivision regulations? The applicant contends that the preliminary plan is in conformance with all the regulations. Consider additionally that the house in question on proposed Lot 101 is not yet an existing historic resource. It has not been designated and included in the area Master Plan. Yet, the applicant has spent hundreds of thousands of dollars, much beyond that originally budgeted, to save and restore the structure even though the County had not taken steps to preserve it nor was the County spending money for its restoration. The applicant's extraordinary efforts to save the house are documented in the attached letter from Architect Rixey (Attachment "B").

ABRAMS, WEST & STORM, P.C.

4550 MONTGOMERY AVENUE # 760N  
BETHESDA, MARYLAND 20814

Gus Bauman, Chairman

June 30, 1989

Page 5

The primary focus of the Planning Board should be the preservation of the house. Through the exemplary efforts of the applicant that goal has already been achieved. In order to encourage its appropriate preservation, the Board should permit flexibility in resubdivision. Where the applicant's proposed preliminary plan does not impair the beauty or value or focal point of the home, the Board should allow economic adjustments to be made in resubdivision to encourage the preservation of the restoration of the house.

As noted above in detail, the environmental setting of Lot 101 is being preserved. The large trees in front and almost all of the interior trees will be preserved. Lot 102 on Second Avenue has large trees along the frontage, and is devoid of trees in the interior. Except for the driveway, there are no plans to remove the trees. For Lot 100 on Noyes Avenue, the applicant suggests that:

(1) The lot line be reconfigured to make proposed Lot 102 on Second Avenue slightly smaller, thus allowing Lot 101 with the existing home to be larger;

(2) The house to be built on Lot 100 could be set back at least as far as the setback of the existing house on Lot 101, thereby leaving the line of sight undisturbed;

(3) The applicant is amenable to a condition requiring site plan approval providing a tree survey and establishing a tree protection easement;

(4) The proposed reconfiguration of Lot 100 would be approximately the size of two R-60 lots. Moving the house back off Noyes would still leave greater than typical setbacks between residences;

ABRAMS, WEST & STORM, P.C.

4550 MONTGOMERY AVENUE # 760N

BETHESDA, MARYLAND 20814

Gus Bauman, Chairman

June 30, 1989

Page 6

(5) With the most mature tree growth on Lot 100 near the back of the lot, the proposal is a fair compromise to maintain the line of sight beauty of the existing house.

(6) And lastly, additional site planning restrictions to be resolved with Staff and HPC.

The Planning Board should also take into consideration the existing home at the corner of Highland Drive and First Avenue (Lot 34, Block 5). The home is of a similar age and vintage to the home at issue in the existing preliminary plan. Pictures of the home are attached as Attachment "D". The home at Highland and First appears slightly larger than the one at issue, yet is located on a lot slightly smaller than the one proposed by the applicant. It is also clear that resubdivision has already occurred creating Lots 33, 34, and 35 in a fashion almost identical to that proposed by the applicant in this case. Where the Planning Board has already approved resubdivision to create three lots at Highland and First, under almost identical circumstances, how can the Planning Board justify denial of the applicant's proposal in this case? Clearly, there is no difference between the two sets of properties and the Planning Board should follow its administrative precedent in this case.

The Planning Board should also take note of the property located in Block 8, Lot 6, at 8818 First Avenue. The house on this property dates back to the Civil War. Note that it is located on a parcel containing approximately 1/3 of an acre of land with brand new homes to the immediate left and right of the property. Pictures of the property, which show the adjacent new homes, are attached as Attachment "E". It is entirely unclear how the Planning Board could conclude that applicant's proposal to locate the existing house on 1/2 acre is not enough property, when the oldest identifiable property in the area is located on less than 1/2 acre, and the only similar age and vintage property is located on less than 1/2 acre. Such a decision would clearly be inconsistent with all the evidence of record, and inconsistent with past actions of the Planning Board with regard to the Woodside Subdivision.

LAW OFFICES

ABRAMS, WEST & STORM, P.C.

4550 MONTGOMERY AVENUE # 760N

BETHESDA, MARYLAND 20814

Gus Bauman, Chairman

June 30, 1989

Page 7

Lastly, the applicant must point out what are perceived as errors and inaccurate representations in the Historic Preservation Commission (HPC) and Staff memorandum. First, the existing house at issue is not an existing historic resource, and is not designated nor included in the area Master Plan. Note that a tennis court was also applied for, to be located on the proposed Lot 102; this was denied by the HPC, and the applicant's staged plan was to reapply when the construction funds would be available to build it. Second, when the applicant received HPC approval for a swimming pool, HPC felt somehow misled as to the applicant's future intent to resubdivide. There were no misrepresentations. With the substantial additional costs of renovation not known to the applicant at the time the pool was approved, the applicant by necessity may have changed his intent regarding resubdivision without misleading the HPC. Third, while the front door of the house faces Noyes Drive, the exposure to a far greater number of passing motorists and pedestrians occurs at the corner and along Second Avenue, which is the spine of the Woodside Subdivision. Second Avenue sets the tone for the environmental setting and the applicant has been diligent in terms of preservation and accommodation to maintain the appropriate environmental tone.

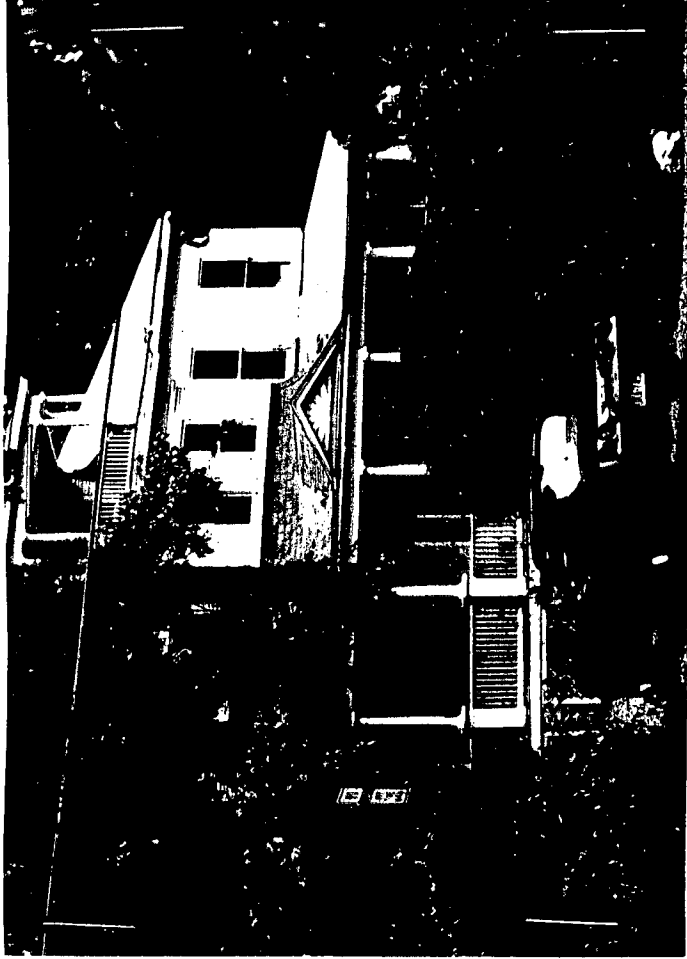
In consideration of all the reasons set forth above, as well as the separate letter attached hereto to the Board from Bruce Jaffe, applicant herein and for the reasons stated in the record created before the Board on June 22, 1989, the applicant in Preliminary Plan 1-89059 respectfully requests that the Planning Board reconsider its decision of June 22, 1989. The applicant further requests that Chairman Bauman and the remainder of the Board, upon a review of the entire record, cast votes in favor of the applicant's preliminary plan of subdivision.

Sincerely,

  
Stanley D. Abrams

  
M. Gregg Diamond

cc: Patty Goldberg, Esq.  
Bruce Jaffe  
Enclosures "A" - "E"  
0527L



R I X E Y . R I X E Y A R C H I T E C T S

The Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, Maryland

20 June 1989

Re: Additions and Alterations to  
The Jaffe Residence  
1515 Noyes Drive  
Silver Spring, Maryland

Dear Board Members:

As the Architect for the project, and at the request of my client, I am writing this letter to review the recent construction history of 1515 Noyes.

Our firm began work on the project in late September of last year. At that time the house was in deplorable condition: there was extensive water damage from the roof and facade; a badly deteriorating exterior, with much rotted wood, trim and decking due to lack of maintenance; missing shutters, broken windows and evidence of structural failures at the porch and floor framing. The beautiful original interior trim and detailing was largely unsalvagable, not only from the water damage, but also as a result of appalling abuse from dogs and vandalism. The house had one bathroom, an unservicable kitchen, dangerously haphazard electrical wiring, and an antiquated gas heating system that was not properly vented through a chimney, allowing gas exhaust fumes to permeate the house. Further, the site was completely overgrown, with several fallen trees, a ramshackle shed and dog pens, and much debris and garbage. An original side porch had been allowed to fall into such disrepair that it could have fallen off the house. I would not have been surprised to see the house condemned.

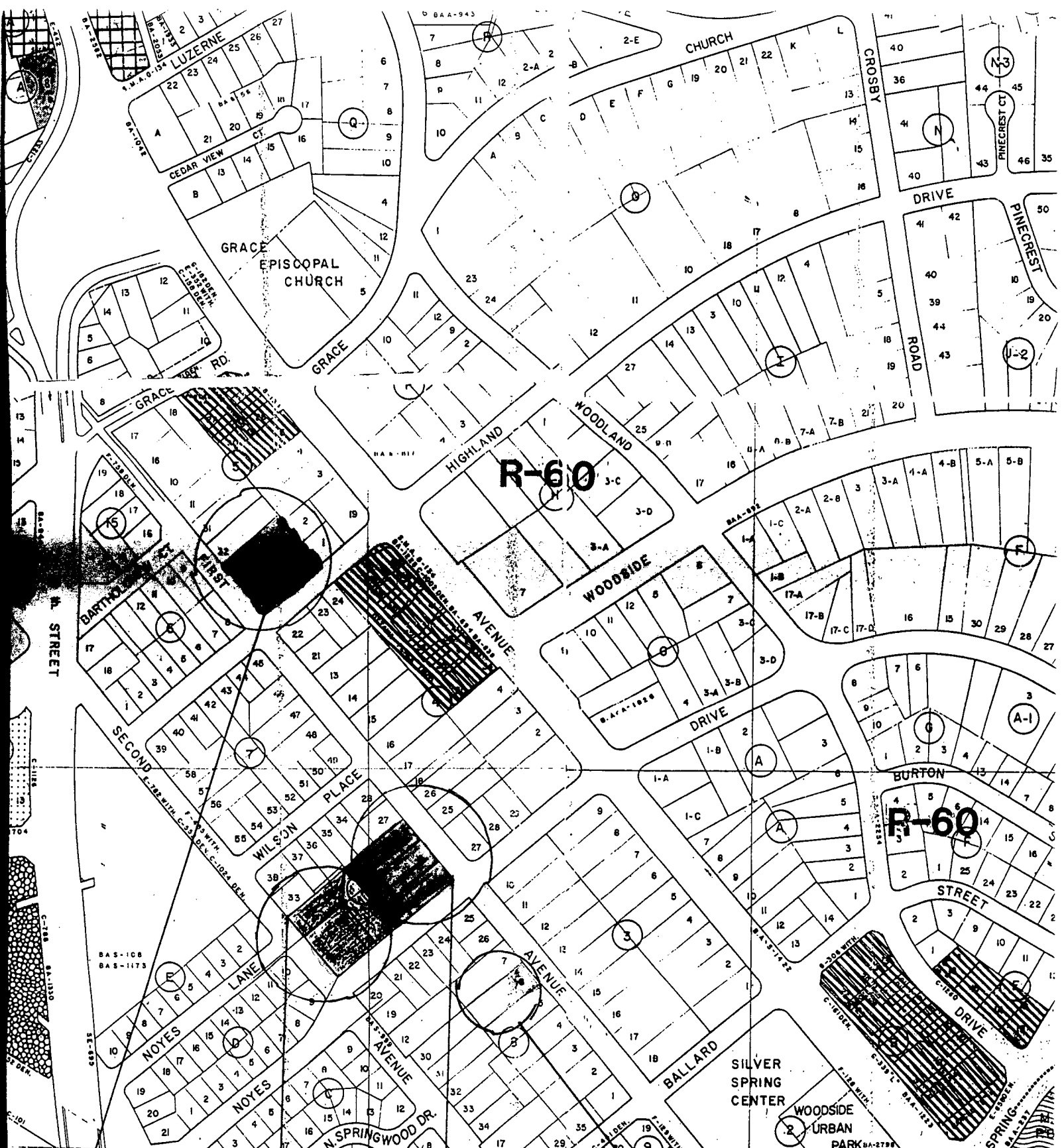
The Jaffes managed to see beyond all these problems and understood the potential the great old house possessed. Our firm was retained to design a substantial breakfast room and porch addition and to prepare the construction documents to renovate the entire house. The project ultimately included an all-new kitchen, five baths, new HVAC, complete electrical rewiring and a general refurbishing of the interior and exterior of the house. The design attitude was one of sympathetic renovation, and many of the original details were matched or replaced.

Historic approval was granted in December and construction began in January of this year. The project will be completed in August, and except for many unforeseen conditions such as additional structural damage, unrepairable floors, ruined plaster, etc., which resulted in significant cost increases, promises to be very successful. In my professional opinion, the Jaffes have made an important contribution toward maintaining the heritage and character of the historic Woodside subdivision. Without their efforts, both financial and aesthetic, I believe the house may well have been beyond repair in as little as two or three years.

Sincerely,

  
Douglas Rixey, AIA





S.M.A. F-979 GRANTED 4/13/76  
 S.M.A. G-134 GRANTED 9/26/78

10/7/88

211 N

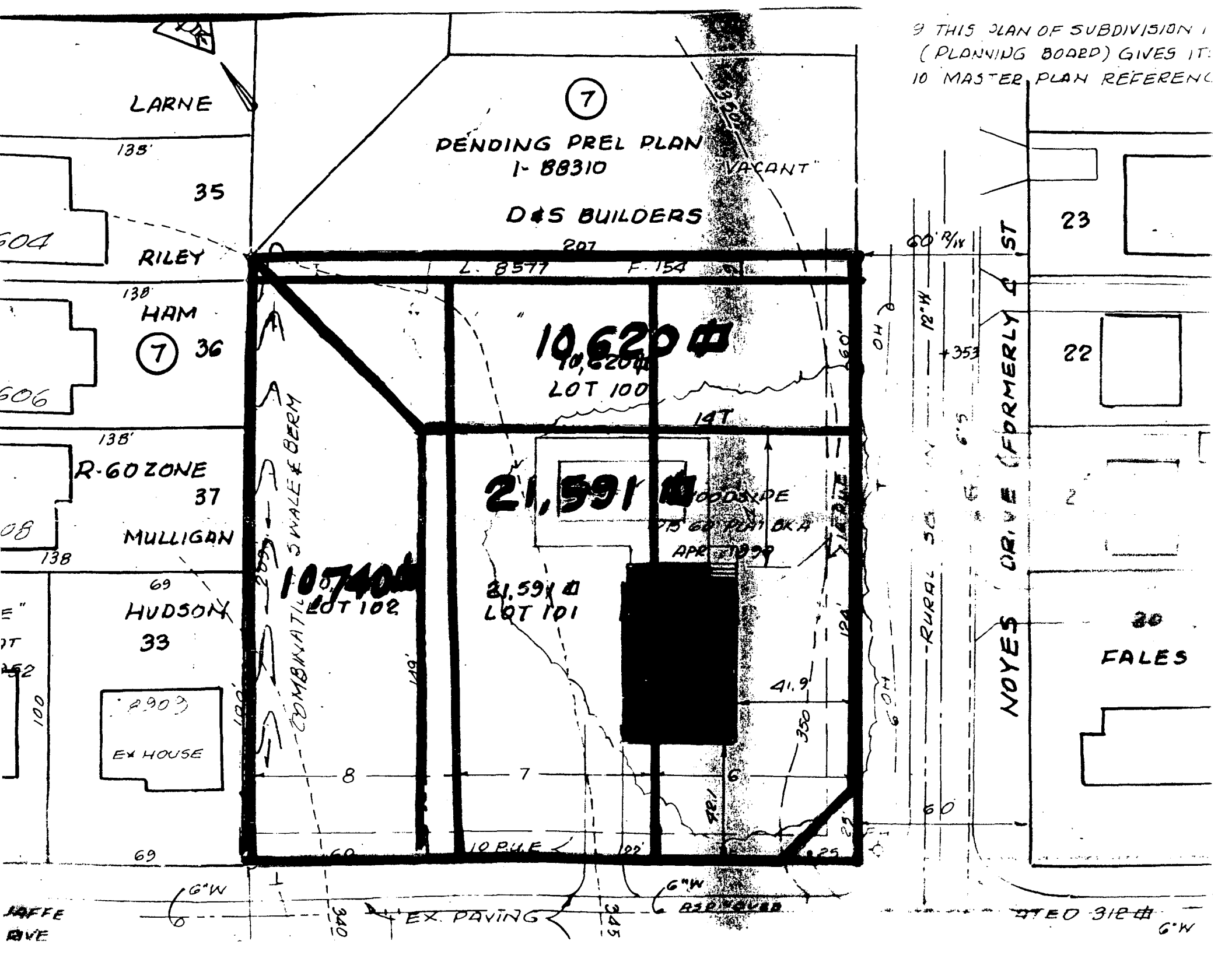
Applicant's Parcel

8818 First Avenue

Resubdivision Approved in No 1-88310

Similar property at Highland

9 THIS PLAN OF SUBDIVISION  
(PLANNING BOARD) GIVES IT  
10 MASTER PLAN REFERENCE



LARNE

7

PENDING PREL PLAN  
1- 88310 "VACANT"

D & S BUILDERS

35

RILEY

HAM  
7 36

10,620 #  
10,620 #  
LOT 100

R-60 ZONE  
37

MULLIGAN

21,591 #  
WOODSIDE  
APR 30 1999

10,740 #  
LOT 102

HUDSON  
33

21,591 #  
LOT 101

EX HOUSE

20  
FALES

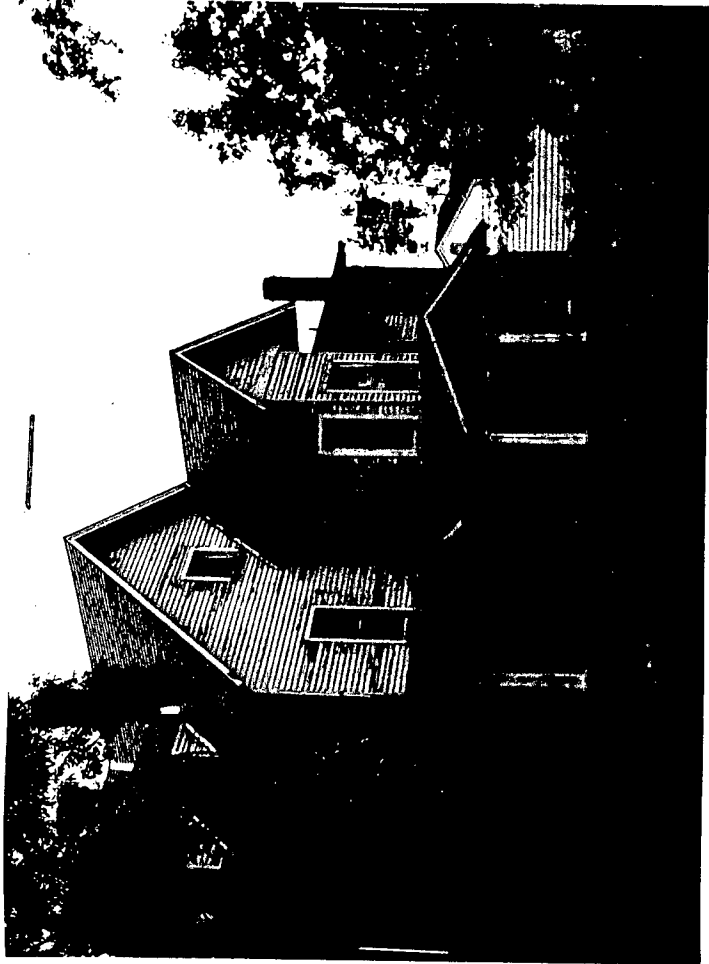
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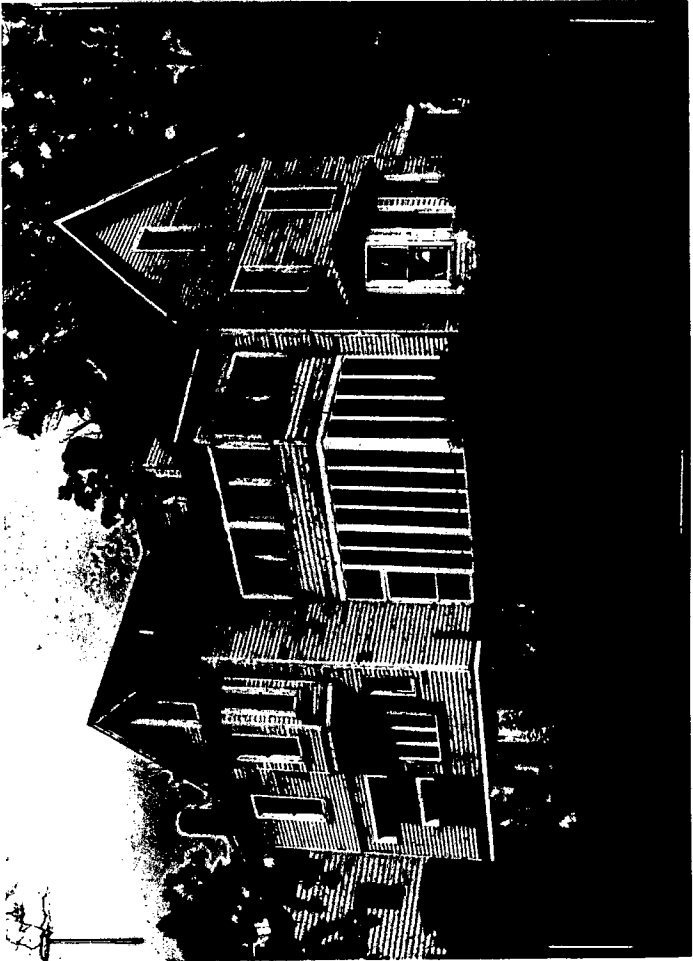
JAFFE  
AVE

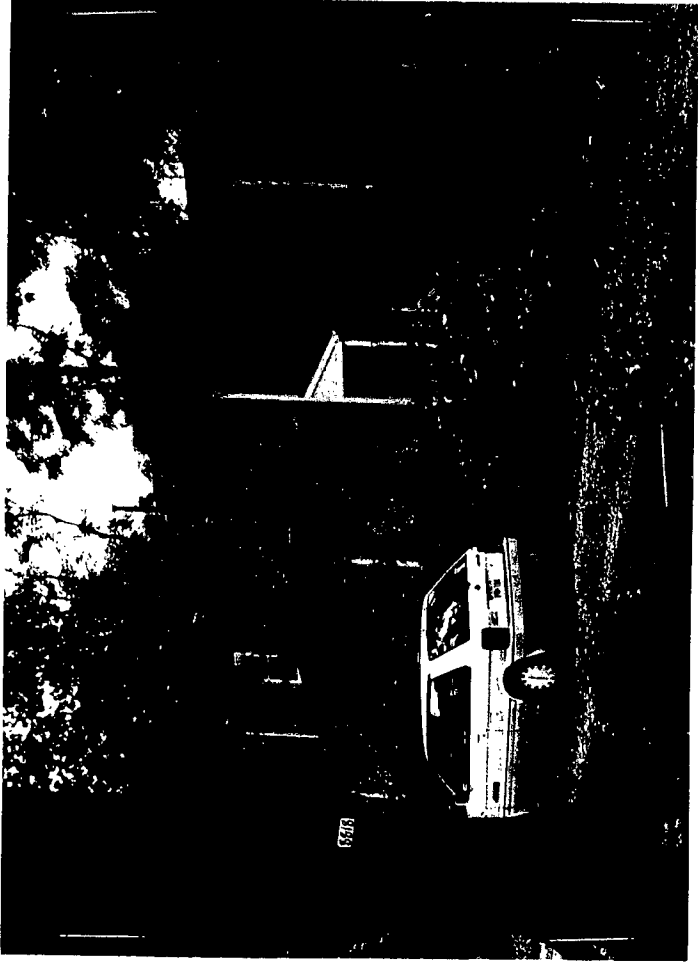
EX. PAVING

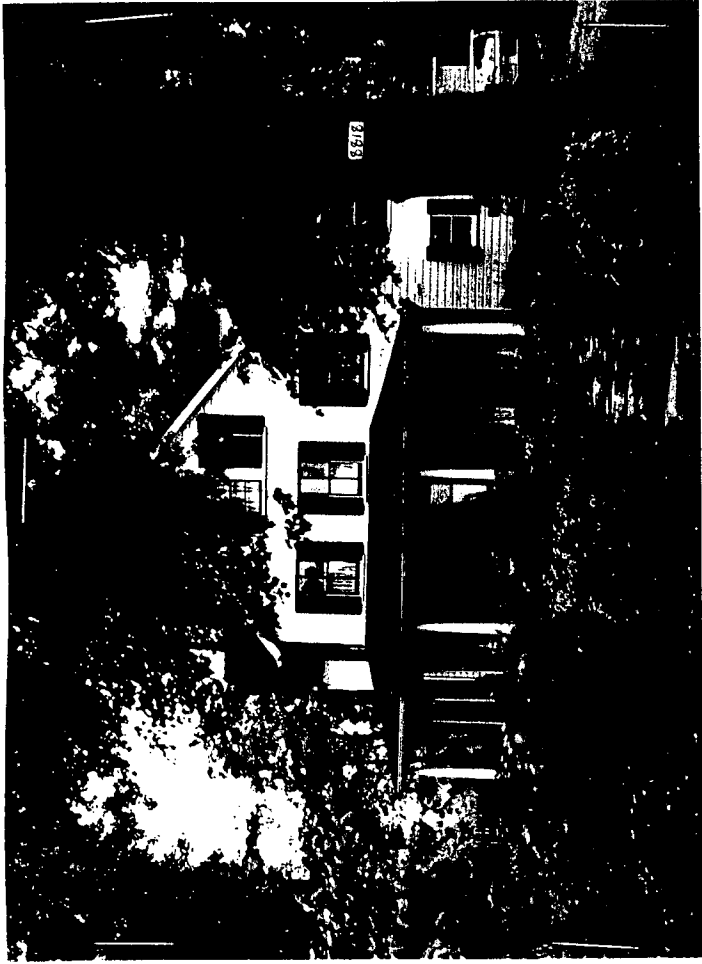
ATED 312 #

6"W









FIRST AVENUE

NOYES DRIVE

LOT 102

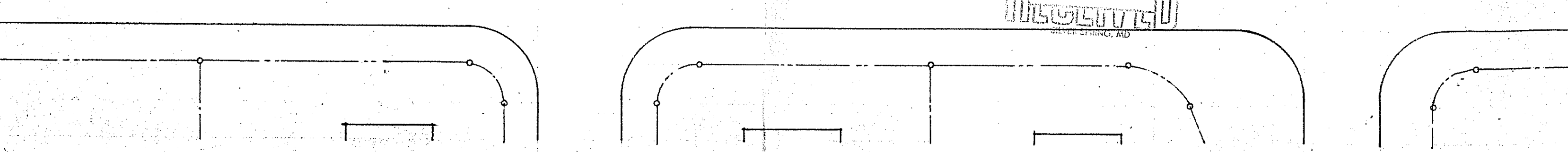
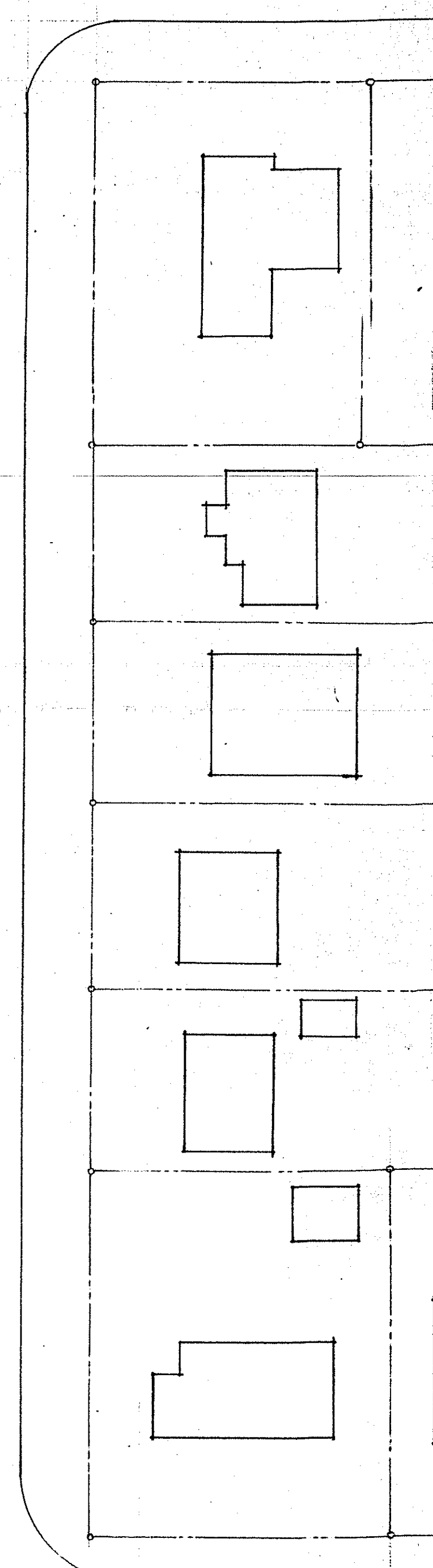
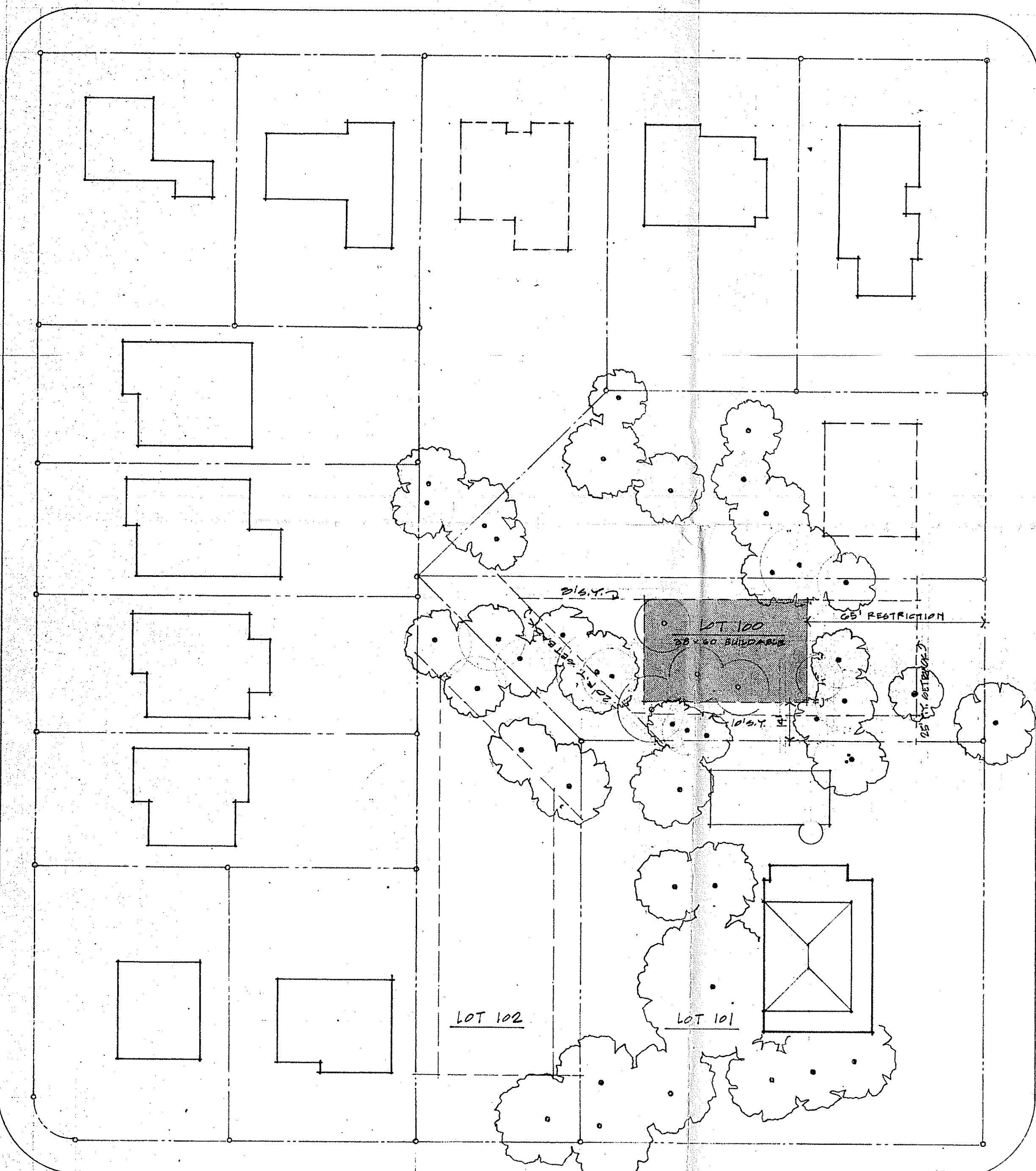
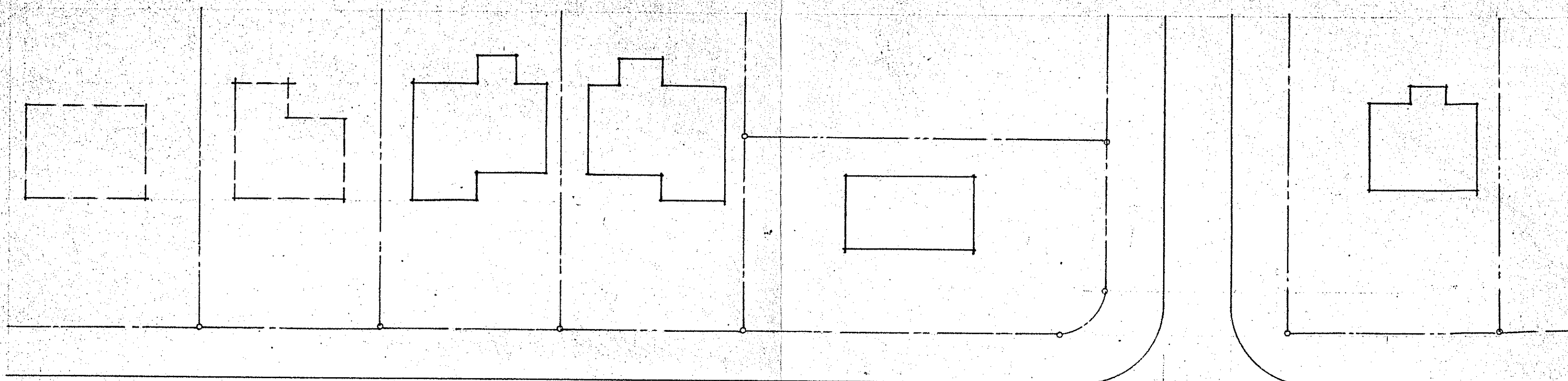
LOT 101

LOT 100  
30' x 60' BUILDING

65' RESTRICTION

SECOND AVENUE

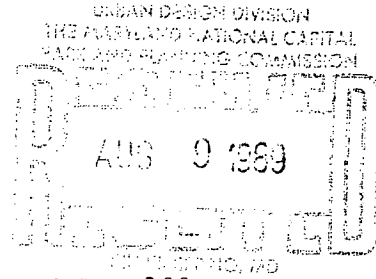
URBAN DESIGN DIVISION  
THE MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION  
AUG 9 1989  
SILVER SPRING, MD



R I X E Y . R I X E Y A R C H I T E C T S

Preliminary Plan 1-89059, Woodside  
Subdivision Restrictions

5 August 1989



Specific Restrictions for Subdivision of Proposed Lot 100  
(to be incorporated into an enforceable agreement):

1. Defined limitation of allowable building area of approximately 38'x60', with a minimum setback of 65' from east property line (Noyes Drive) and 14' from south property line.
2. Maximum allowable house footprint of 1400 S.F. (at the ground plane).
3. Height limit restriction for any new structure not to exceed 2 stories with attic and basement, and within applicable zoning.
4. Driveway, if desired by developer to be built, to be adjacent to the north property line and to retain as many trees as practicable.
5. Tree conservation easement to endeavor to protect all existing 6" or greater caliper trees, excepting trees within the allowable building area, in which area will endeavor to retain as many trees as practicable.

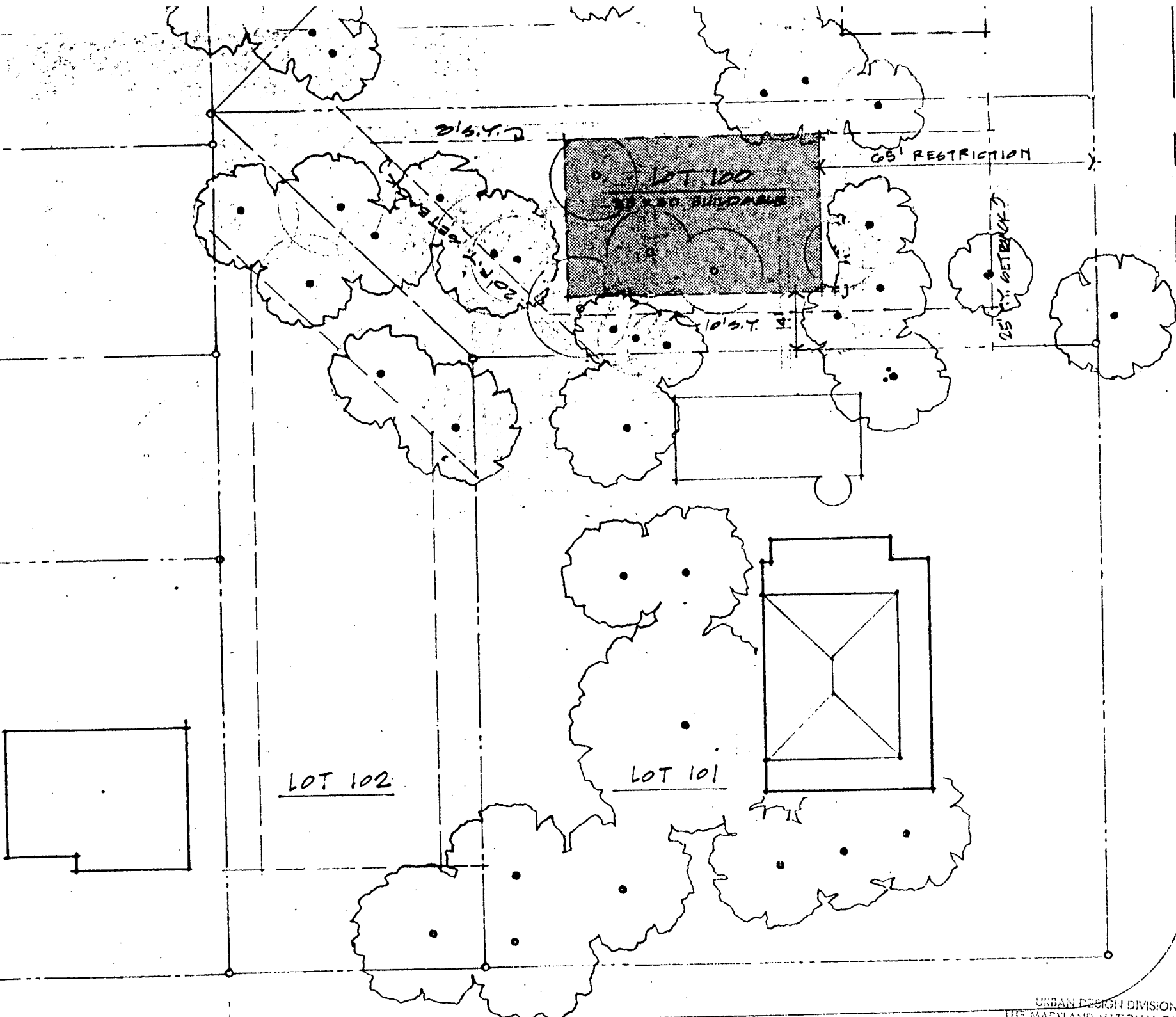
Other Conditions for Subdivision  
(as agreed to by property Owner):

1. Additional planting on Lot 101 to reinforce the existing tree line.
2. Historic site designation for Lots 100 and 101 to ensure HFC review of any new proposed development.

Note: These restrictions are to be accompanied by a site plan drawing, dated 5 August 1989 by Rixey-Rixey Architects.



HOYES DR



August 29, 1989

Charles Loehr  
Development Review Division  
Maryland National Capital Park and Planning Commission  
8787 Georgia Avenue  
Silver Spring, Md. 20910

Dear Mr. Loehr,

I am writing to express my views on the proposed resubdivision of the property at the corner of Noyes Drive and Second Avenue. The subdivision number is 89052.

I believe that this resubdivision proposal should be rejected. The historic resource on this property straddles two lots because it is a large and imposing domicile which requires two lots for any semblance of historicity to be maintained.

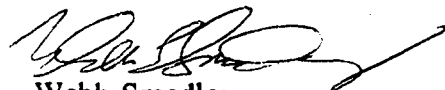
While I have been hesitant about commenting on this out of appreciation for the investment made by the property owner in restoring the existing house, I am very concerned that the approval of this application will set a precedent resulting in a similar elimination of the open space surrounding the other large historic homes in our neighborhood.

The context of this resubdivision case is not simply the adjacent properties where density is relatively high, it is the entire neighborhood where the history of development has resulted in an urban fabric with variable density and a few significant historic resources integral to the character of the neighborhood.

It is essential to the integrity of these remaining resources that the land remaining around them be more than that allowed by current zoning. Another case in our neighborhood, concerning a large and recently renovated property at 1508 Ballard Street, demonstrates clearly how cutting the context can undermine the value of the resource.

Approval of this resubdivision would set a precedent threatening the historic value of the residents at 1403 Noyes Drive, 8922 Georgia Avenue and the few other remaining 19th century homes in our neighborhood, for it would have a direct affect on the value of the land surrounding them putting pressure on the owners to sell the land for development.

Sincerely,



Webb Smedley  
Development Review Coordinator  
Woodside Civic Association

8704 Second Avenue  
Silver Spring, Md. 20910

Date 8/4 Hour 9:23  
To Gwen  
**WHILE YOU WERE OUT**  
From Bruce Laffe  
Of Car office  
Phone ( ) 195-1895 or 331-3800

Telephoned	<input checked="" type="checkbox"/>	Returned Call	<input type="checkbox"/>	Please Call	<input type="checkbox"/>
Please See Me	<input type="checkbox"/>	Will Call Again	<input type="checkbox"/>	Important	<input type="checkbox"/>

Message  
MASSON

Signed Dee

ALIGNER REORDER NO. 50-726

buildable area is  $\overset{37}{\cancel{35}}' \times \cancel{60}' = 2200$   
 max sq. footage  $\checkmark$  is 1400 SQ FT.  
 of footprint

60	60
- 8	- 35
52	25
- 35	- 8
17	17

draft covenant  
to Tom for  
review

covenant recorded  
as pre-condition  
of record plat

injunction  
filed if  
covenant  
is violated

no bldg. permit  
until record plat +  
resolution  
no record plat  
until covenant  
(a condition of  
Prelim. Plan)

covenant in  
perpetuity  
unless we agree  
to a  
modification

FIRST AVENUE

W SITE SURVIVOR

NOYES DRIVE

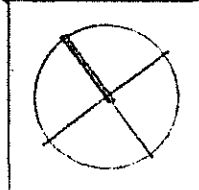
LOT 102

LOT 101

LOT 100  
35% BUILDABLE

SECOND AVENUE

WILSON PLACE



RIXEY • RIXEY ARCHITECTS  
3034 M STREET, N.W.  
WASHINGTON, D.C. 20007  
202 • 333 • 2626

PROPOSED SITE PLAN RESTRICTIONS  
LOT 100

JAFFE RESIDENCE AT  
1515 NOYES DRIVE, S.S.  
1" = 30' 0"  
REVISED  
17 JULY 87

R I X E Y . R I X E Y A R C H I T E C T S

Preliminary Plan 1-89059, Woodside  
Subdivision Restrictions

19 July 1989

all these points will be included in a recorded, enforceable agreement

Specific Restrictions for Subdivision of Proposed Lot 100:

1. Defined limitation of allowable building area of approximately 35' x <sup>60'</sup> ~~50'~~, minimum setback of ~~50'~~ <sup>30'</sup> from east property line (Noyes Drive) and ~~17'5"~~ <sup>17'5"</sup> from south property line.
2. Tree conservation easement to endeavor to protect all existing 6" or greater caliper trees, excepting trees within the allowable building area, in which area will endeavor to retain as many trees as practicable.
3. ~~Height limit restriction for any new structure not to exceed the lesser of the height of adjacent structures or applicable zoning.~~ Nothing taller than a 2 story house w/ basement + attic. and within applicable zoning
4. ~~Approximate 12' drive width to be adjacent to the 8' setback @ north property line.~~ Driveway should be set as far to southeast property line as possible, while retaining the max. number of trees.

Other conditions to be discussed:

1. Additional planting on Lot 101 to reinforce the existing tree line.
2. Historic site designation for Lots 100 and 101 to ensure HPC review of any new proposed development.
3. ~~Site plan approval for any development of Lot 100.~~

how much to Board in advance?

condition of P.P. approval is submission of this document

- how many new trees in? <sup>Hollies Magnolias Evergreens</sup>
- what is best form to make this enforceable?

are P.P. conditions enforceable?

LAW OFFICES  
ABRAMS, WEST & STORM, P.C.  
SUITE 760N  
4550 MONTGOMERY AVENUE  
BETHESDA, MARYLAND 20814  
(301) 951-1550

KENNETH R. WEST  
STANLEY D. ABRAMS  
HARRY C. STORM  
ANNETTE K. TAMBLYN  
M. GREGG DIAMOND

WRITER'S DIRECT  
NUMBER IS

July 14, 1989

MEMBERS OF MARYLAND & D.C. BAR

Mr. Charles Loehr  
Development Review Division  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, MD 20910

Re: Scheduling Request for Preliminary Plan #1-89059  
(Woodside)

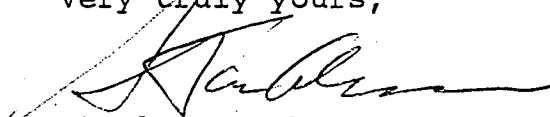
Dear Mr. Loehr:

At the Planning Board meeting of July 13, 1989, the Board agreed to reconsider the above-noted preliminary plan in order to allow further discussions with Gwen Marcus regarding the environmental setting of the site. It is my understanding that a meeting has been arranged following the Board's action, and that a somewhat revised plan will be submitted to Ms. Marcus at the meeting, and thereafter to your office.

We would appreciate it if you could schedule this matter for either the last Planning Board meeting prior to the August recess, or the first meeting following their return from the vacation recess.

Please advise whether this request can be accommodated.

Very truly yours,

  
Stanley D. Abrams

SDA:b

cc: Mr. Bruce Jaffe  
Ms. Gwen Marcus



June 29, 1989

Hon. Gus Bauman, Chairman  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, Maryland 20910

Re: Preliminary Plan 1-89059, Woodside  
Request for Reconsideration

Dear Mr. Bauman:

I would like to respectfully request a reconsideration by the Planning Board on the above referenced subdivision plan, based on the following new information.

The primary objection to the proposed plan seems to be the possible disruption to the existing house and its setting that could be caused by the construction of a new house on Lot 100. I did not fully understand this issue until two days prior to the hearing, when I had several discussions with Gwen Marcus of the Planning Staff by telephone and at the site. At that time, several alternative schemes and other issues were discussed, but there was not sufficient time to alter our presentation to the Board; as a result, the proposal was rejected.

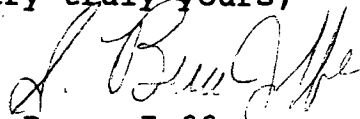
Yesterday, I met with Gwen Marcus, John Carter of the Urban Design Division and Jared Cooper from HPC, along with my Architect Douglas Rixey and my Surveyor Ken Den Outer, to continue the effort to find an appropriate solution to the Historic, Architectural and aesthetic problems posed by the proposed subdivision. As a result, we generated several changes to the original proposal that we all agreed would allow a new house to be built on Lot 100 while preserving the existing character and quality of the house and surrounding. These changes included site plan approval for any new construction, more stringent setback restrictions and a well-defined allowable buildable area to protect views of 1515 Noyes, height limit restrictions, a tree conservation easement to protect as many existing trees as possible (generated from an accurate tree survey which was prepared this week), proposed additional landscaping to reinforce the existing backdrop to 1515, and careful location of any new driveway to have a minimal impact on the site. I further intend to meet with the HPC prior to my reconsideration hearing, to review these proposals and hopefully gain their support. Our discussions will include Historic Site designation for the existing house and Lot 100, to guarantee HPC review of any new structure proposed for architectural compatibility.



Given the original split vote on my case, and the fact that the Chairman was not in attendance, I would appreciate the opportunity to present this new evidence to the full Board, along with clearer graphics to explain the existing and proposed conditions. My objective is to be able to reconfigure the existing three lots into three different lots, but not at any risk of destroying the character of the great old house that I have restored to be my home.

Thank you for your reconsideration of this case. Simultaneously with my delivery of this letter, you should be receiving a letter from my counsel at Abrams, West & Storm, P. C. raising additional points for the record.

Very truly yours,



S. Bruce Jaffe

Attached: supporting evidence in the form of a letter from Abrams, West & Storm

cc: Stanley D. Abrams, Esq.  
Douglas Rixey

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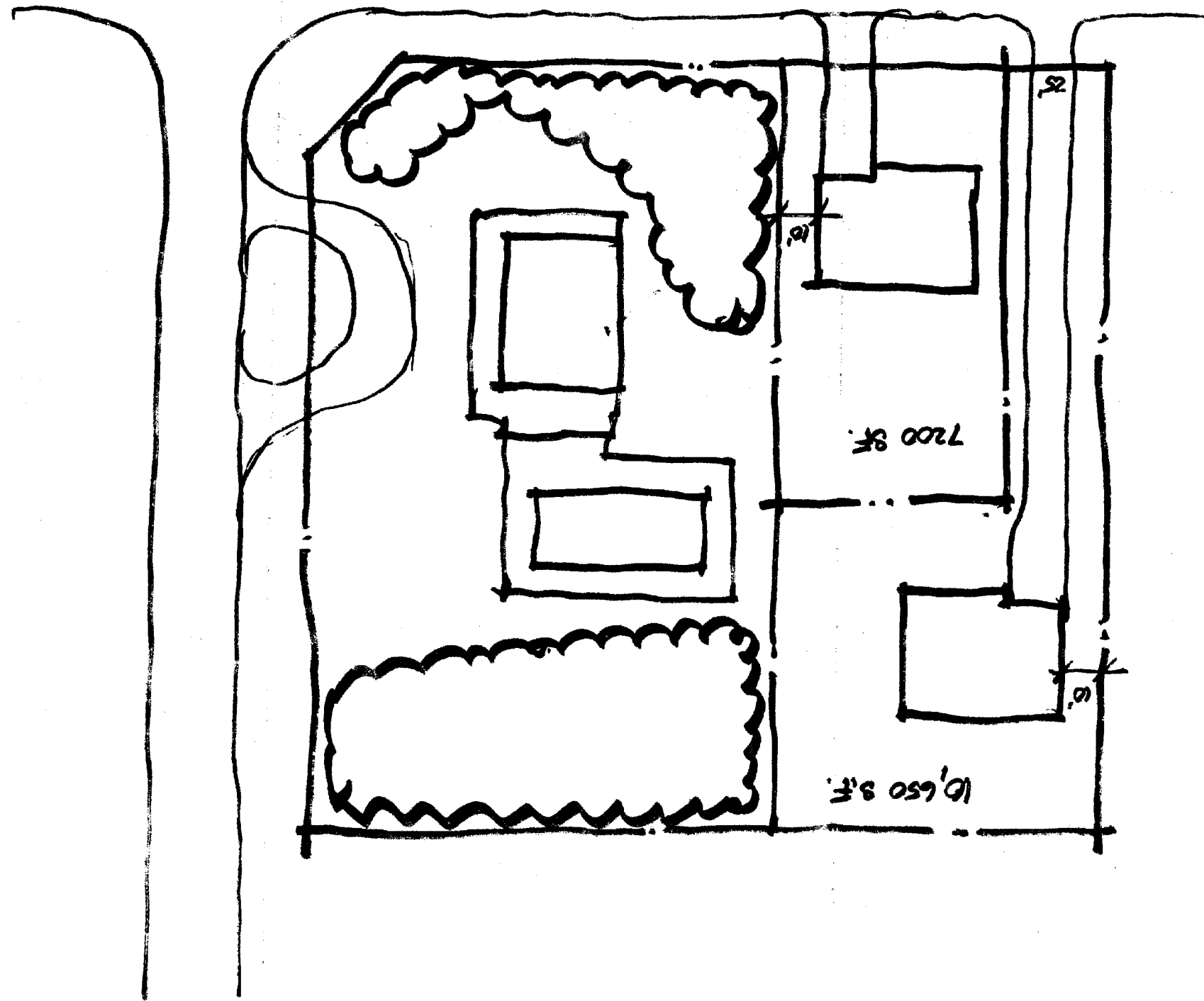
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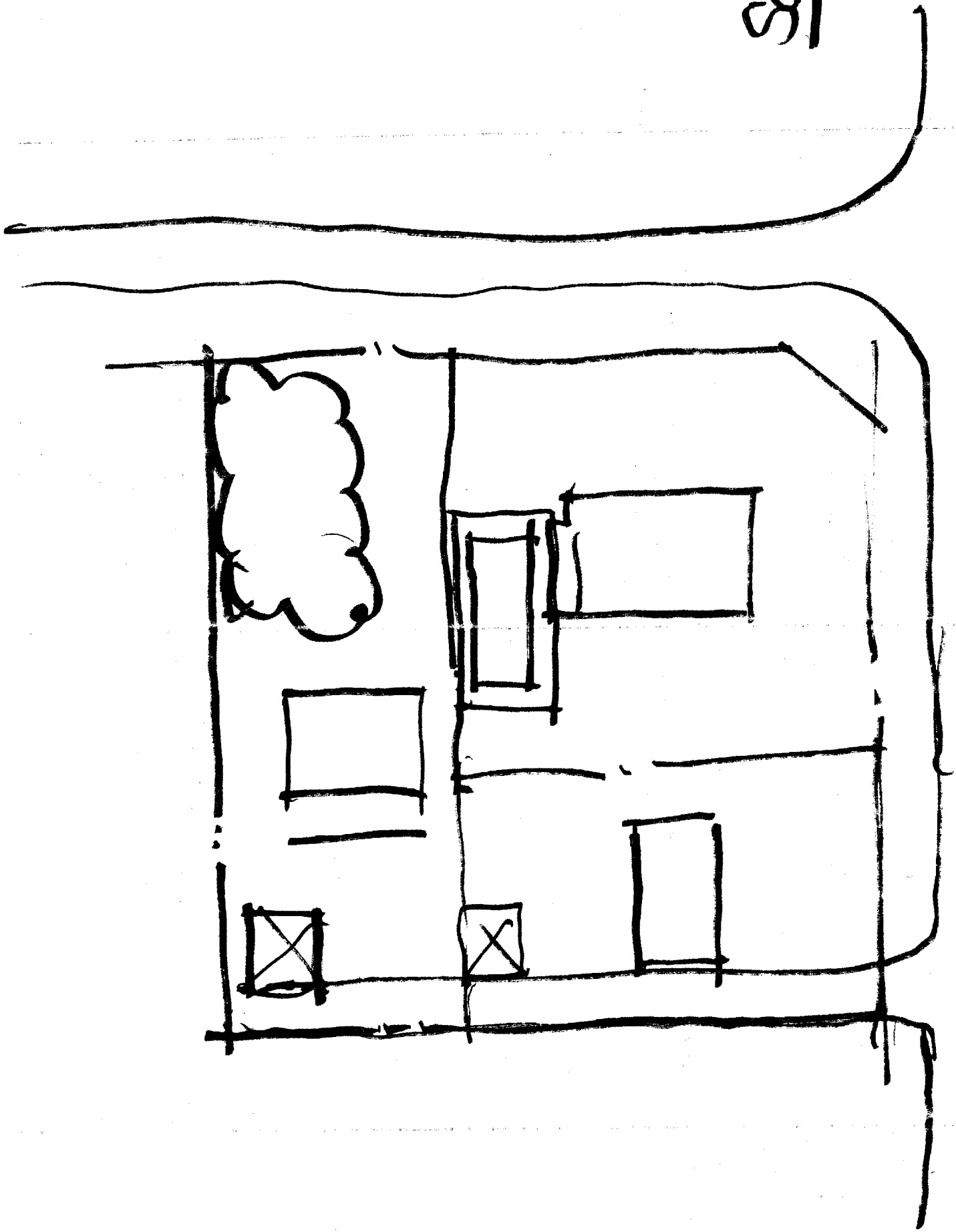
  
S. Bruce Jaffe

Attached: supporting evidence in the form of a letter from Abrams, West & Storm

cc: Stanley D. Abrams, Esq.  
Douglas Rixey



SCHEME 1:



SAN MA  
T... ..  
ENV. 341.0

805

352

27" MOCKERNUT  
HICKORY  
D.L. RAD = 30.0'

9" DOGWOOD  
D.L. RAD = 19.0'

18" SASSAPARILLA  
D.L. RAD = 20.50'

15" TULIP  
POPLAR  
D.L. RAD = 23.0'

ROUND 9"  
JAPANESE  
MAPLE  
D.L. RAD = 22.50'

6" TULIP  
POPLAR  
D.L. RAD = 15.50'

18" NORWAY  
SPRUCE  
D.L. RAD = 17.50'

27" TULIP  
POPLAR  
D.L. RAD = 26.0'

21" SUGAR  
MAPLE  
D.L. RAD = 45.00'

9" TULIP  
POPLAR  
D.L. RAD = 23.50'

18" AMERICAN  
HOLLY  
D.L. RAD = 16.50'

39" TULIP  
POPLAR  
D.L. RAD = 34.00'

45" BLACK OAK  
D.L. RAD = 27'

9" AMERICAN  
ELM  
D.L. RAD = 19.0'

18" AMERICAN  
HOLLY  
D.L. RAD = 16.50'

18" MOCKERNUT  
HICKORY  
D.L. RAD = 22.50'

15" WHITE  
OAK  
D.L. RAD = 23.00'

27" GINKGO  
D.L. RAD = 27.50'

D.L. RAD = 17.0'

9" TWIN  
AMERICAN  
ELM  
D.L. RAD = 20.0'

15" BLACK  
CHERRY  
D.L. RAD = 29.50'

18" NORWAY  
SPRUCE  
D.L. RAD = 15.00'

24" MOCKERNUT  
HICKORY  
D.L. RAD = 29.00'

6" RED  
MULLBERRY  
D.L. RAD = 11.00'

9" SUGAR  
MAPLE  
D.L. RAD = 23.50'

18" WHITE  
OAK  
D.L. RAD = 34.50'

6" RED  
MULLBERRY  
D.L. RAD = 15.00'

6" RED  
MULLBERRY  
D.L. RAD = 12.50'

6" TWIN  
RED MULLBERRY  
D.L. RAD = 11.00'

TOPC

WOO

R I X E Y . R I X E Y A R C H I T E C T S

The Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, Maryland

20 June 1989

Re: Additions and Alterations to  
The Jaffe Residence  
1515 Noyes Drive  
Silver Spring, Maryland

Dear Board Members:

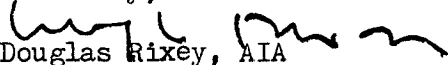
As the Architect for the project, and at the request of my client, I am writing this letter to review the recent construction history of 1515 Noyes.

Our firm began work on the project in late September of last year. At that time the house was in deplorable condition: there was extensive water damage from the roof and facade; a badly deteriorating exterior, with much rotted wood, trim and decking due to lack of maintenance; missing shutters, broken windows and evidence of structural failures at the porch and floor framing. The beautiful original interior trim and detailing was largely unsalvagable, not only from the water damage, but also as a result of appalling abuse from dogs and vandalism. The house had one bathroom, an unservicable kitchen, dangerously haphazard electrical wiring, and an antiquated gas heating system that was not properly vented through a chimney, allowing gas exhaust fumes to permeate the house. Further, the site was completely overgrown, with several fallen trees, a ramshackle shed and dog pens, and much debris and garbage. An original side porch had been allowed to fall into such disrepair that it simply fell off the house. I would not have been surprised to see the house condemned.

The Jaffes managed to see beyond all these problems and understood the potential the great old house possessed. Our firm was retained to design a substantial breakfast room and porch addition and to prepare the construction documents to renovate the entire house. The project ultimately included an all-new kitchen, five baths, new HVAC, complete electrical rewiring and a general refurbishing of the interior and exterior of the house. The design attitude was one of sympathetic renovation, and many of the original details were matched or replaced.

Historic approval was granted in December and construction began in January of this year. The project will be completed in August, and except for many unforeseen conditions such as additional structural damage, unrepairable floors, ruined plaster, etc., which resulted in significant cost increases, promises to be very successful. In my professional opinion, the Jaffes have made an important contribution toward maintaining the heritage and character of the historic Woodside subdivision. Without their efforts, both financial and aesthetic, I believe the house may well have been beyond repair in as little as two or three years.

Sincerely,

  
Douglas Rixey, AIA

platted  
1889 - Woodside  
one of earliest railroad suburbs

1899 - Ballard Noyes of D.C.  
Chief Examiner of the Patent Office

- Woodside is L.A. hist. dist. ←
- is scheduled to come before PB for public hearing in the fall
- 1515 Noyes is major contributing (SIDES OF HOUSE) resource → could stand alone as an individual site
- owner is doing excellent reputation / don't want to major Colonial Revival structure
- important feature is environmental setting (read definition?) history is more than trees → Woodside just a bldg. as on oasis
- setting has been reduced → HPC supported this (SLIDE OF NEW CONSTRUCTION) subdiv. / no hist. site
- no argument w/ recorded lot
- staff's concern is lot # 100
- present proposed configuration would eliminate many trees, change streetscape from <sup>quiet</sup> wooded ambience to more typical modern subdivision

applicant is present  
rep. of Woodside Civic Assn. too

staff recommends deletion of lot 100  
conceivable to put house to rear, #100' min set back + access from street drive on 2nd! And to build a 3000 sq ft house





# Montgomery County Government

## MEMORANDUM

TO: Charles Loehr, Coordinator  
Development Review Division  
Maryland-National Capitol Park and Planning Commission

FROM: Jared B. Cooper, <sup>JBC</sup>Historic Preservation Specialist  
Community Planning and Development Division  
Department of Housing and Community Development

DATE: June 14, 1989

SUBJECT: Review of Subdivision Plans

At their June 1, 1989 meeting, the Historic Preservation Commission reviewed the "Woodside" subdivision proposal (Locational Atlas #36/4)(M-NCPPC #1-89059). The Commission recommended denial of the proposal for the reason that it would negatively impact the environmental setting of the existing historic resource located in proposed Lot 101. This large, turn-of-the-century home is felt by the Commission to be one of the most architecturally significant resources in the Woodside Atlas District, with an equally significant existing environmental setting.

The Commission also concurs with the comments and analysis submitted to you by Gwen Marcus in a May 26, 1989 memorandum (attached).

Should you have any questions, please do not hesitate to contact me at 217-3625.

JBC:av

Attachment  
1196E