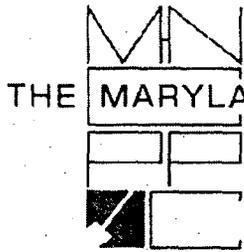


37/03-05MMM 509 Albany Ave

Takoma Park Historic District



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

Date: 11/18/2005

MEMORANDUM

TO: Anand Devadas
509 Albany Ave, Takoma Park

FROM: Tania Tully, Senior Planner
Historic Preservation Section

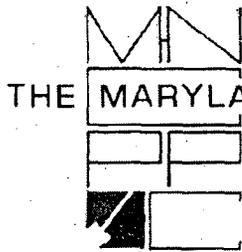
SUBJECT: Historic Area Work Permit Application # ~~40A~~ 528

Your Historic Area Work Permit application was **Approved** by the Historic Preservation Commission at its 11/16/2005 meeting.

Please note that although your work has been approved by the Historic Preservation Commission, it must also be approved by DPS before work can begin. When you file for your building permit at DPS, you must take with you stamped drawings and an official approval letter (given at the time of drawing stamping). These forms are proof that the Historic Preservation Commission has reviewed your project. For further information about filing procedures or materials for your county building permit review, please call DPS at 240-777-6370.

If your project changes in any way from the approved plans, either before you apply for your building permit or even after the work has begun, please contact the Historic Preservation Commission staff at 301-563-3400.

Thank you very much for your patience and good luck with your project!



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

Date: 11/18/2005

MEMORANDUM

TO: Robert Hubbard, Director
FROM: T61 Tania Tully, Senior Planner
Historic Preservation Section
SUBJECT: Historic Area Work Permit #404528

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

The HPC staff will review and stamp the construction drawings prior to the applicant's applying for a building permit with DPS.

THE BUILDING PERMIT FOR THIS PROJECT SHALL BE ISSUED CONDITIONAL UPON ADHERENCE TO THE APPROVED HISTORIC AREA WORK PERMIT (HAWP).

Applicant: Anand Devadas

Address: 509 Albany Ave, Takoma Park

This HAWP approval is subject to the general condition that the applicant shall present the 3 permit sets of drawings to Historic Preservation Commission (HPC) staff for review and stamping prior to submission for the applicable Montgomery County Department of Permitting Services (DPS) building permits.



RETURN TO DEPARTMENT OF PERMITTING SERVICES
355 ROCKVILLE PIKE, 2nd FLOOR, ROCKVILLE, MD 20850
240/777-6170

DPS - #8

HISTORIC PRESERVATION COMMISSION
301/563-3400

APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Person: Anand Devadas
Daytime Phone No.: 301 912 3921 (cell)

Tax Account No.: _____
Name of Property Owner: ANAND DEVADAS Daytime Phone No.: 301 315 622 (wk)
Address: 10190 Colebrook Ave Potomac MD 20854
Street Number City State Zip Code

Contractor: _____ Phone No.: _____
Contractor Registration No.: _____
Agent for Owner: _____ Daytime Phone No.: _____

LOCATION OF BUILDING/PREMISE

House Number: 509 Street: Albany
Town/City: Takoma Park Nearest Cross Street: _____
Lot: _____ Block: _____ Subdivision: _____
Liber: _____ Folio: _____ Parcel: _____

PART ONE: TYPE OF PERMIT ACTION AND USE

1A. CHECK ALL APPLICABLE: Construct Extend Alter/Renovate A/C Slab Room Addition Porch Deck Shed
 Move Install Wreck/Place Solar Fireplace Woodburning Stove Single Family
 Revision Repair Revocable Fence/Wall (complete Section 4) Other: Paint
1B. Construction cost estimate: \$ 2000 Replace Windows
1C. If this is a revision of a previously approved active permit, see Permit # old # 296 272

PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTEND/ADDITIONS

2A. Type of sewage disposal: 01 WSSC 02 Septic 03 Other: _____
2B. Type of water supply: 01 WSSC 02 Well 03 Other: _____

PART THREE: COMPLETE ONLY FOR FENCE/RETAINING WALL

3A. Height _____ feet _____ inches
3B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:
 On party line/property line Entirely on land of owner On public right of way/easement

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

[Signature]
Signature of owner or authorized agent

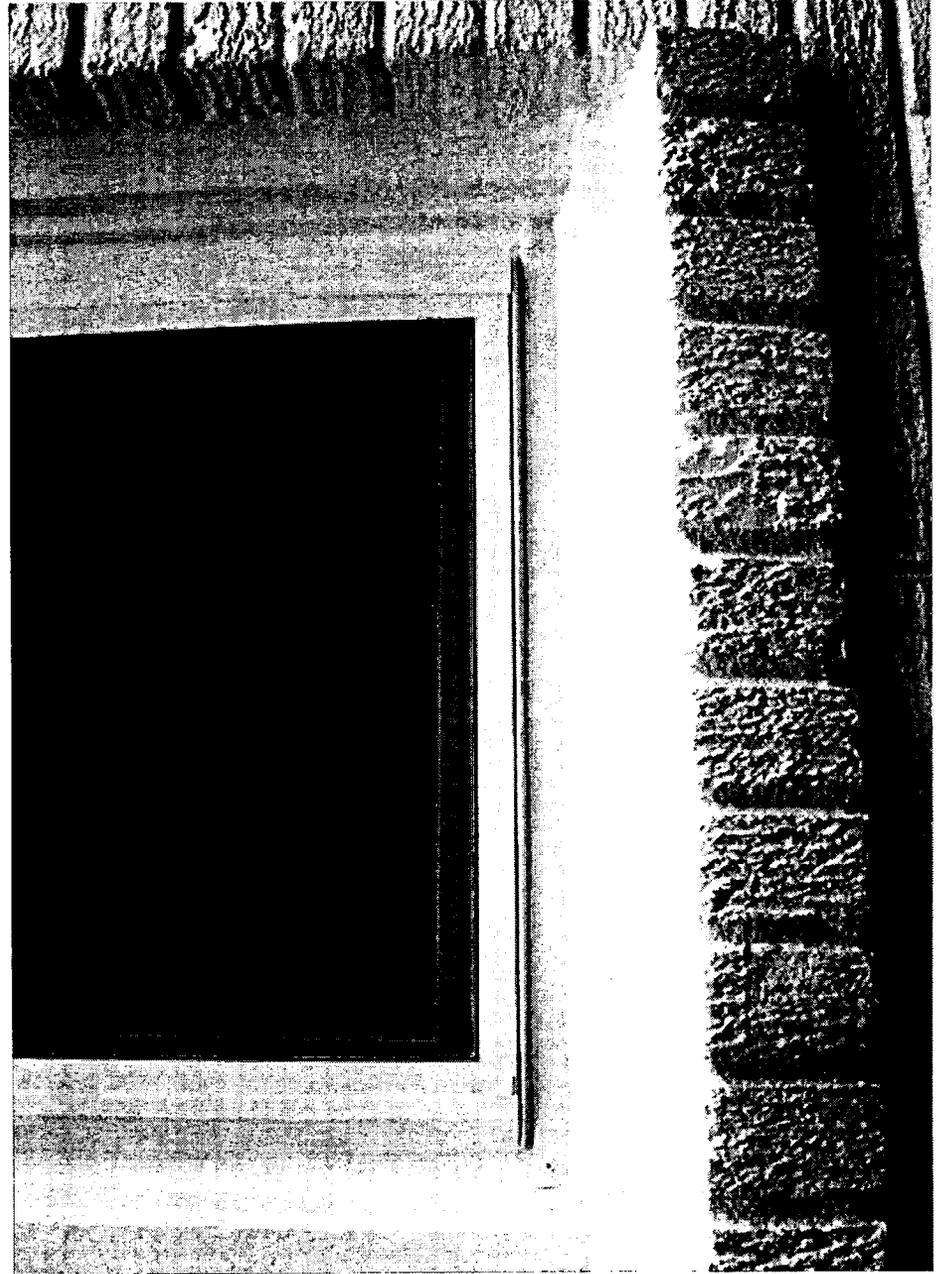
10/12/05
Date

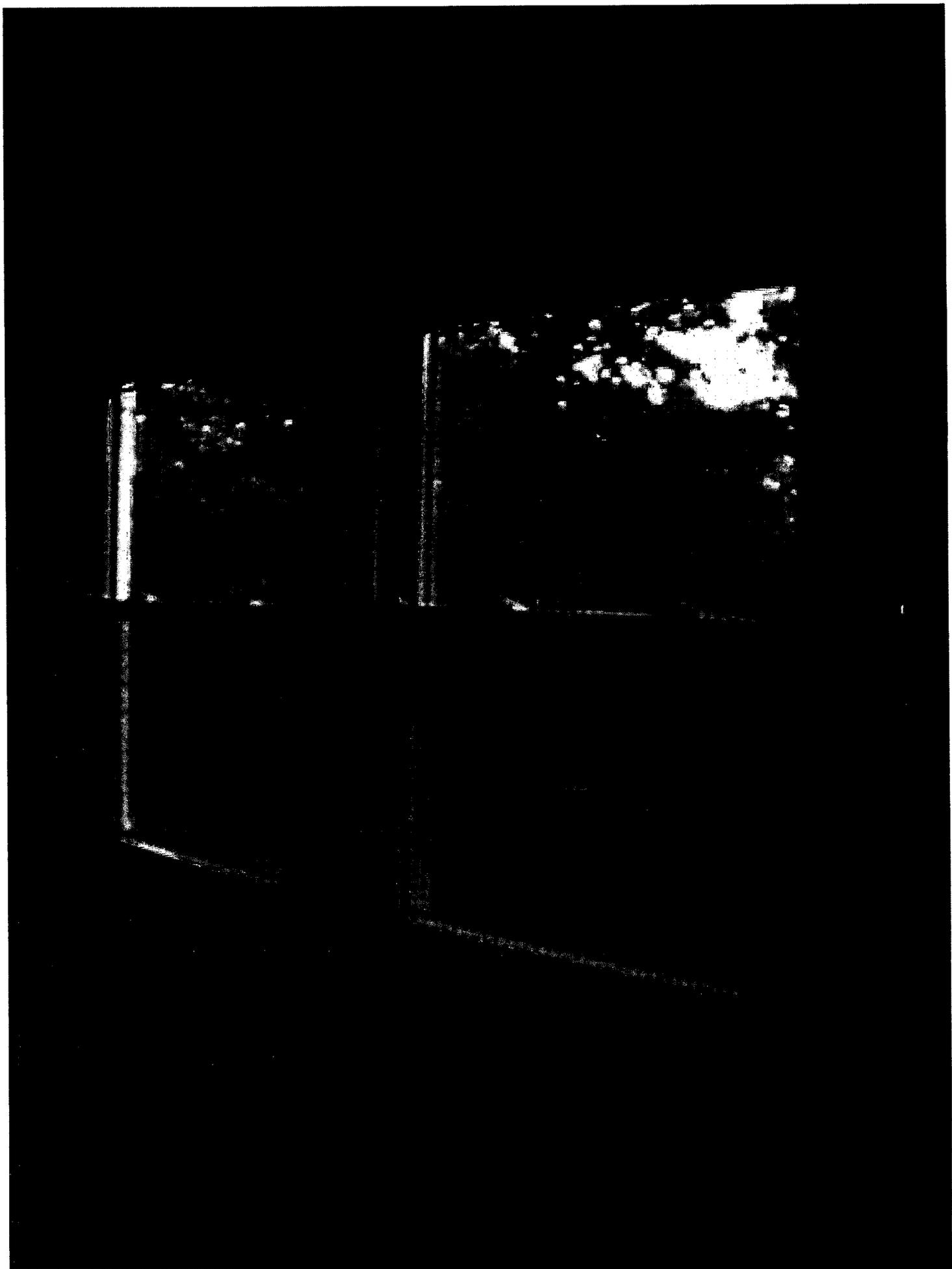
404528

Approved: _____ For: Chairperson, Historic Preservation Commission

Disapproved: _____ Signature: _____ Date: _____

Application/Permit No.: _____ Date Filed: _____ Date Issued: _____





DAVE

301-315-6262

The Home Depot Special Services/Home Improvement Agreement

KALLAS **STEVE**
Customer's Full Name (Last Name, First Name)

POBOX 3488
Billing/Mailing Address (For Delivery/Service Address(es) See Attached Invoice.)

Billing/Mailing Address (For Delivery/Service Address(es) See Attached Invoice.)

() - **(301) 806-5333**
Customer's Daytime Tel. No. Customer's Evening Tel. No.

2453 **2558**
Order No. Store No.

SILVER SPRING
City

MD **20918**
State Zip

CUSTOMER'S INITIALS: _____ **BY INITIALING, YOU AGREE THAT BY YOUR SIGNATURE BELOW, HOME DEPOT, ITS AFFILIATES, OR AN AUTHORIZED REPRESENTATIVE MAY CONTACT YOU BY PHONE, FAX, OR E-MAIL ABOUT OTHER SERVICES THAT MAY BE OF INTEREST TO YOU. YOU MAY ALWAYS CHANGE YOUR MIND LATER; JUST LET US KNOW.**

Payment Schedule: You agree Your payments will become due on the dates indicated below and, if You are paying other than by check or money order, may be automatically charged or debited (as applicable) to Your designated account(s) when due.

Payment:	\$ <u>1,820.07</u>	Due in full immediately.
Sales Tax:	\$ <u>91.01</u>	if applicable.
Total Amount of Sale:	\$ <u>1,911.08</u>	Includes all applicable discounts, rebates, and taxes. Excludes finance charges.*

*Any interest payments or other finance charges will be determined by your separate cardholder or loan agreement, to which Home Depot is NOT a party. Please see this Agreement's General Terms and Conditions for more details as to other charges that may apply.

Anticipated Delivery / Installation Schedule:	Please note: Neither The Home Depot nor Installer are responsible for start/finish delays resulting from events beyond their control including, but not limited to, Change Orders, acts of nature, governmental actions, manufacturing/delivery delays or damage to merchandise caused by third parties, labor strikes/unrest, Your credit/financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden/unforeseen physical/hazardous conditions (including, but not limited to, environmental hazards such as mold, asbestos and lead paint) at Your service address, or Your noncompliance with this Agreement. The Home Depot reserves the right to terminate this Agreement and/or require Installer to discontinue installation given any of the foregoing conditions.
Delivery Date: N/A	
Start Date: N/A	
Finish Date: N/A	

Definitions: "You"/"Your" means the customer identified above; "Installation" means the installation services specified in this Agreement; "Installation Professional" or "Professional" means an independent contractor authorized by Home Depot (licensed and insured as required by Home Depot and applicable law) and the contractor's employees, agents and subcontractors; "Agreement" means this Special Services/Home Improvement Agreement between You and Home Depot, U.S.A., Inc. (interchangeably referred to as "The Home Depot," "Home Depot", or "EXPO Design Center"), which includes this page, the General Terms and Conditions following this page, the State Supplement, the Invoice or Specifications, and any other documents expressly made a part of this Agreement. Please see this Agreement's General Terms and Conditions for additional definitions.

Acceptance and Authorization: By signing below, You authorize Home Depot to (a) arrange for Installation Professional to perform Installation and/or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand this Agreement constitutes the entire understanding between You and Home Depot and may only be amended by a Change Order signed by Home Depot (or by Installation Professional or its authorized representative on Home Depot's behalf) and You. This Agreement expressly supersedes all prior written or verbal agreements or representations made by Home Depot, Installation Professional, You, or anyone else. Except as set forth in this Agreement, You agree there are no oral or written representations or inducements, express or implied, in any way conditioning this Agreement, and You expressly disclaim their existence. Do not sign if blank or incomplete. (Installation Professional's/permitting information may need to be provided to You later.) By signing, You acknowledge that You have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect Your legal rights.

Accepted by:
X _____
Customer's Signature Date
Customer Initials : _____ **BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD HOME DEPOT HARMLESS FROM ANY RESULTING CLAIMS.**
Submitted By: [] Home Depot Associate
[] Professional/Authorized Representative on Home Depot's Behalf

Professional's Full Business/Trade Name, Address and License No. or Nos. as Applicable:

Professional's Tel. No. _____

X _____
Associate's/Professional's/Authorized Representative Full Signature Date
Associate/Representative: Please Print Your Salesperson's License No. if Applicable
HOME DEPOT'S LICENSURE INFO: SEE GENERAL TERMS/CONDITIONS
BUYER'S RIGHT TO CANCEL: SEE GENERAL TERMS/CONDITIONS

Associate/Representative: Print Your Full Name and Check Applicable Box Above

Scope: This Agreement is between You and Home Depot. Under this Agreement, Home Depot does not perform Installation, but arranges for Professional to do so directly or through Professional's specialty subcontractors. Home Depot does not provide, or arrange for, architectural/engineering services or structural changes to dwellings. You will not pay anything to Professional, although Professional may present this Agreement to You for Your review and signature and/or collect Your payment(s) to Home Depot on Home Depot's behalf. Installation will, subject to any Change Order, be completed in substantial conformance with the attached Invoice or Specifications. The State Supplement, if any, contains important additional terms, conditions, and information specific to Your state.

Special Order and Custom Made Merchandise: A description of any special order or custom made merchandise You have purchased appears in the Invoice or Specifications. The anticipated delivery date appears on the preceding page. This Agreement's provisions relating to Installation or Professional shall NOT apply to Your purchase of special order or custom made merchandise unless Home Depot will be arranging for its installation.

Professional's Responsibilities: Professional will complete Installation in a workmanlike manner. Professional will not start, perform, alter, or finish Installation except in accordance with applicable law. Professional will either not start, or will immediately discontinue, Installation upon discovery of unforeseen hazardous conditions at Your service address. Neither Home Depot nor Professional will attempt to remediate such conditions. Neither Home Depot nor Professional are responsible for identifying property lines, easements, covenants, or other legal encumbrances Your service address is subject to. Neither Home Depot nor Professional will modify security systems to accommodate Installation. Professional will obtain required permits and provide permit numbers if required.

Your Responsibilities: You agree to pay Home Depot according to the terms and conditions of this Agreement. If Your service address is subject to any easements, covenants, or other legal encumbrances that could affect Installation, You agree to let Home Depot or Professional know about them before Installation. You agree to facilitate the location of utility lines. You are responsible for identifying property lines. You agree to ensure that work areas are free of preexisting physical or environmental hazards, and building/zoning code violations. You agree to provide Professional access to work areas during working hours and provide access to sanitary facilities or pay the facilities' rental costs. You agree to ensure any security system You have will not interfere with Installation. You agree to provide power to, and, as applicable, climate control in, work areas. You agree not to allow unattended minors at Your service address while Professional is present. You agree to control and keep pets away from work areas. You agree to keep posted permits on display at all times. You agree that if You or anyone You control interferes with or delays Installation, You may be subject to transportation/storage charges or other resulting charges. You agree not to assign or transfer this Agreement. You agree any claims against Home Depot or Professional under this Agreement should be made to Home Depot within thirty (30) calendar days of the date You first become aware of a problem. (Home Depot will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice.) YOU ASSUME THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

Changes and Change Orders: Home Depot, at Your request, may arrange for Professional to perform additional work, subject to a Change Order and additional charges payable by You to Home Depot. Any changes to Installation, i.e., a substitution of materials or an expansion of the scope of the work, will require You and Professional (on Home Depot's behalf) to sign a Change Order that will become part of this Agreement. Change Orders must be clear in scope and specify any additional payment(s) and/or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical or environmental hazards such as the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any conditions differing from what You represented, Home Depot may immediately ask for a Change Order, discontinue Installation, or terminate this Agreement without further obligation to You.

Credit Card/Financed Transactions: Your separate cardholder agreement (to which Home Depot is NOT a party) will determine the total cost of Your purchase if by credit card, including any initial payment/deposit You may make and all interest charges and fees. You will be further subject to Your cardholder agreement's terms and conditions. If You are financing this transaction in whole or in part, Your separate loan agreement (to which Home Depot is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Liens; Security Interests: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Home Depot. If a security interest is placed against Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of Installation and before making any further payments, You should request from Professional a signed, unconditional release from, or waiver of, any right to place any claim against Your property applicable to the work then completed. You may ask an attorney about Your rights to discharge security interests.

LIMITED WARRANTY: HOME DEPOT WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE (1) YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, HOME DEPOT WILL ARRANGE FOR REPAIR AT NO CHARGE TO YOU ANY DEFECTS DUE TO FAULTY WORKMANSHIP. HOME DEPOT'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CARE/CLEANING. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. (HOME DEPOT WILL ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS.) THIS WARRANTY PROVIDES YOU WITH SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO HOME DEPOT BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. Your payment(s) will be returned within ten (10) business days after Home Depot's receipt of Your notice. You must make available for pickup by Home Depot or Professional at Your service address, in substantially the same condition as when delivered, any merchandise or materials delivered to You. Or You may contact Home Depot for instructions regarding return shipment at Home Depot's expense.

Mediation (EXPO Design Centers Only): If the total amount of the sale equals or exceeds \$7,500.00, You agree before taking legal action to participate, if requested, in non-binding mediation (typically taking about half a business day) using a professional mediation service acceptable to You and EXPO. EXPO will pay for the mediation service.

Termination: You may terminate this Agreement at any time after providing Home Depot with ten (10) or more business days' advance written notice. If You breach this Agreement or decline a reasonable Change Order request, Home Depot may immediately terminate the Agreement without further obligation to You. In either event, You agree to pay Home Depot the costs of merchandise, materials, labor, and other services provided by Home Depot and/or Professional through the date/time of termination, plus any other amounts allowed under applicable law.

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special order merchandise that is not custom made. Special orders that are custom made, i.e., uniquely altered, color-matched, shaped, sized, or otherwise uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.

Questions or Concerns? You should be communicating with Professional and/or Your store regarding routine matters such as scheduling, changes to Your order or Installation, or any initial concerns about Your order or the service You are receiving. If this Agreement covers an Installation, first call Professional at the telephone number on the preceding page. Your store should be able to assist if You have any difficulty contacting Professional. If Professional and Your store are unable to answer Your questions or You still have concerns, Home Depot Customer Care stands ready to assist You at 1-800-553-3199 and may also be contacted at the address below.

License Number(s) held by or on behalf of Home Depot U.S.A., Inc. and/or EXPO Design Center*

Home Depot U.S.A., Inc. license nos.: AK# 25084, ANCHORAGE #1745, AL #1888 (HB), #1935 (HVAC), BALDWIN #3699, AZ# ROC092581(B-03), CA #602331(B-HOME DEPOT), #785444(B-EXPO), CT # 533772, DC #50002899, DE #1997116469(331), FL #CGC1506093 (HOME DEPOT), #CGC035846(EXPO), #EC0000109, #CRG046858, #CAC042609, CAC1813767, #CFC1425636, CFC1426021, #CCG1325818, #IB0001242, #IB0001250, #QB0008009, HI #C-22120(C68LA), IA #77375-02, LEXINGTON/LAFAYETTE, KY #11517, LA #LMP-2977(MSTR), MA #112785, MD #42144(5), OCEAN CITY #32682, MI #2102-119069, DETROIT #LIC2001-07767, MN #BC-20147263, MS #R-00304, MT #37730, NE #23423, ND #29073(A), NJ #36BI00986400, NM #86302(GB98), MM01, MM02, MM03, MM04; NV #0038686, NY #PUTNAM #PC-689-A, SUFFOLK #21,818-H, ROCKLAND #H-6464, EAST HAMPTON #4499, LONG BEACH #4917, YONKERS #1987, NIAGARA FALLS #971, BUFFALO #524355, SOUTH HAMPTON #002056-0, TONAWANDA #10258, WESTCHESTER #WC-12540-H02, OH-CLEVELAND HEIGHTS #3897, SHAKER HEIGHTS #4951; OR #95843; PA—PHILA #842, LANCASTER #2779, PLUMSTEAD #CO4-2190; RI #9480; SC #CB000019(COA), #008151, #019654, #M-104779(PB5); TN #00047781(BC-2/4/6), 4149; TX—#M-36192, #M-16451, #TACLA001574C, DALLAS #20951, #20950, #21389, #23818, #22088, #22090, #22091; UT #286936-5501(B-100 LRF); VA #2705-068841A(HIC, HVA); WA #HOMED**088RH(2719); WI #940283; WV #WV036104; WY—CHEYENNE #04-09550.

*An enterprise of Home Depot U.S.A., Inc.

The Home Depot Special Services/Home Improvement Agreement: MARYLAND SUPPLEMENT

KALLAS, STEVE
Customer's Full Name (Last Name, First Name)

312453
Order No.

2558
Store No.

The terms and conditions of this Addendum apply to all Home Depot and, as applicable, EXPO Design Center (Home Depot and EXPO Design Center shall hereinafter be interchangeably referred to as "Home Depot" or "Home Depot/EXPO") Home Improvement Agreements in Maryland and are expressly made a part of all such agreements.

NOTICE TO CUSTOMER

You may not be charged more than one-third of the total amount of the sale before You sign this Agreement. All home improvement contractors and subcontractors must be licensed by the Maryland Home Improvement Commission. Inquiries about a contractor should be transmitted to the Home Improvement Commission, 501 St. Paul Place, Baltimore, MD 21202, Tel. no. (410) 230-6309.



SPECIAL SERVICES CUSTOMER INVOICE

Store 2558 ASPEN HILL
14000 GEORGIA AVENUE
ASPEN HILL, MD 20906

Phone: (301) 871-0603
Salesperson: CXP037
Reviewer:

STORE COPY

SOLD TO	Name	KALLAS STEVE		Home Phone	(301) 806-5333
	Address	POBOX 3488		Work Phone	() -
				Company Name	
	City	SILVER SPRING		Job Description	P
	State	MD	Zip	20918	County

CUSTOMER PICKUP #1				MERCHANDISE AND SERVICE SUMMARY			We reserve the right to limit the quantities of merchandise sold to customers.		
S.O. MERCHANDISE TO BE PICKED UP:				REF #W02 SKU #515-664 Customer Pickup / Will Call					
				S/O SILVER LINE BLDG PRD REF #S01			ESTIMATED ARRIVAL DATE: 07/30/2005		
REF #	SKU	QTY	UM	DESCRIPTION			TAX	PRICE EACH	EXTENSION
S0101	481-139	2.00	EA	8500 @ /@ 39 1/4" X 67 3/4" R.O. 39 1/2" X 6 /8500 {#1}@			Y	\$173.72	\$347.44
				{8501{39:25 67.75} S 1 0 1 00 0 0 1 2 0 0 1 1} 8500 8500 EQUAL SINGLE UNIT 39 1/4" X 67 3/4" R.O. 39 1/2" X 68 1/4", EQUAL LITE WHITE LOE GLASS SCREEN = HALF 1.9.8					
S0102	481-139	2.00	EA	8500 @ /@ 30 3/4" X 36 3/4" R.O. 31" X 37 1/4" /8500 {#2}@			Y	\$118.84	\$237.68
				{8501{30:75 36.75} S 1 0 1 00 0 0 1 2 0 0 1 1} 8500 8500 EQUAL SINGLE UNIT 30 3/4" X 36 3/4" R.O. 31" X 37 1/4", EQUAL LITE WHITE LOE GLASS SCREEN = HALF 1.9.8					
S0103	481-139	7.00	EA	8500 @ /@ 26 3/4" X 37 1/4" R.O. 27" X 37 3/4" /8500 {#3}@			Y	\$111.30	\$779.10
				{8501{26:75 37.25} S 1 0 1 00 0 0 1 2 0 0 1 1} 8500 8500 EQUAL SINGLE UNIT 26 3/4" X 37 1/4" R.O. 27" X 37 3/4", EQUAL LITE WHITE LOE GLASS SCREEN = HALF 1.9.8					

NOT VALID FOR MERCHANDISE CARRY-OUT

*** CONTINUED ON NEXT PAGE ***

CUSTOMER PICKUP #1 <small>(Continued)</small>				REF #W02 SKU #515-664 Customer Pickup / Will Call			
S.O. MERCHANDISE TO BE PICKED UP:				S/O SILVER LINE BLDG PRD REF #S01		ESTIMATED ARRIVAL DATE: /3/07/0/20	
REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0104	481-139	5.00	EA	8700 /@ 30" X 20 3/4" R.O. 30 11/32" X 21 /8700 {#4}@ {8700[30 20.75] 1 0 0 00 0 0 1 1 0 1 1} 8700 2 PANEL SLIDER 30" X 20 3/4" R.O. 30 11/32" X 21 1/4", WHITE CLEAR I.G. SCREEN=HALF 1.9.8	Y	\$91.17	\$455.85
VENDOR - SPECIAL INSTRUCTIONS: 1.9.8::							
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise						MERCHANDISE TOTAL:	\$1,820.07
TOTAL CHARGES OF ALL MERCHANDISE & SERVICES						END OF CUSTOMER PICKUP - REF #W02	
						ORDER TOTAL	\$1,820.07
						SALES TAX	\$91.01
						TOTAL	\$1,911.08
						BALANCE DUE	\$1,911.08
END OF ORDER No. 2558-312453							

The Home Depot Special Services/Home Improvement Agreement

KALLAS STEVE
Customer's Full Name (Last Name, First Name)

312453
Order No.

2558
Store No.

POBOX 3488
Billing/Mailing Address (For Delivery/Service Address(es) See Attached Invoice.)

SILVER SPRING
City

Billing/Mailing Address (For Delivery/Service Address(es) See Attached Invoice.)

MD
State

20918
Zip

() -
Customer's Daytime Tel. No.

(301) 806-5333
Customer's Evening Tel. No.

CUSTOMER'S INITIALS: _____ **BY INITIALING, YOU AGREE THAT BY YOUR SIGNATURE BELOW, HOME DEPOT, ITS AFFILIATES, OR AN AUTHORIZED REPRESENTATIVE MAY CONTACT YOU BY PHONE, FAX, OR E-MAIL ABOUT OTHER SERVICES THAT MAY BE OF INTEREST TO YOU. YOU MAY ALWAYS CHANGE YOUR MIND LATER; JUST LET US KNOW.**

Payment Schedule: You agree Your payments will become due on the dates indicated below and, if You are paying other than by check or money order, may be automatically charged or debited (as applicable) to Your designated account(s) when due.

Payment:	\$ 1,820.07	Due in full immediately.
Sales Tax:	\$ 91.01	If applicable.
Total Amount of Sale:	\$ 1,911.08	Includes all applicable discounts, rebates, and taxes. Excludes finance charges.*

*Any interest payments or other finance charges will be determined by your separate cardholder or loan agreement, to which Home Depot is NOT a party. Please see this Agreement's General Terms and Conditions for more details as to other charges that may apply.

Anticipated Delivery / Installation Schedule

Delivery Date: N/A
Start Date: N/A
Finish Date: N/A

Please note: Neither The Home Depot nor Installer are responsible for start/finish delays resulting from events beyond their control including, but not limited to, Change Orders, acts of nature, governmental actions, manufacturing/delivery delays or damage to merchandise caused by third parties, labor strikes/unrest, Your credit/financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden/unforeseen physical/hazardous conditions (including, but not limited to, environmental hazards such as mold, asbestos and lead paint) at Your service address, or Your noncompliance with this Agreement. The Home Depot reserves the right to terminate this Agreement and/or require Installer to discontinue Installation given any of the foregoing conditions.

Definitions: "You"/"Your" means the customer identified above. "Installation" means the installation services specified in this Agreement. "Installation Professional" or "Professional" means an independent contractor authorized by Home Depot (licensed and insured as required by Home Depot and applicable law) and the contractor's employees, agents and subcontractors. "Agreement" means this Special Services/Home Improvement Agreement between You and Home Depot U.S.A., Inc. (interchangeably referred to as "The Home Depot," "Home Depot" or "EXPO Design Center"), which includes this page, the General Terms and Conditions following this page, the State Supplement, the Invoice or Specifications and any other documents expressly made a part of this Agreement. Please see this Agreement's General Terms and Conditions for additional definitions.

Acceptance and Authorization: By signing below, You authorize Home Depot to (a) arrange for Installation Professional to perform Installation and/or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand this Agreement constitutes the entire understanding between You and Home Depot and may only be amended by a Change Order signed by Home Depot (or by Installation Professional or its authorized representative on Home Depot's behalf) and You. This Agreement expressly supersedes all prior written or verbal agreements or representations made by Home Depot, Installation Professional, You, or anyone else. Except as set forth in this Agreement, You agree there are no oral or written representations or inducements, express or implied, in any way conditioning this Agreement, and You expressly disclaim their existence. Do not sign if blank or incomplete. (Installation Professional's/permitting information may need to be provided to You later.) By signing, You acknowledge that You have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect Your legal rights.

Accepted by:

X
Customer's Signature _____ Date _____
Customer Initials : _____ BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO IDEMNIFY AND HOLD HOME DEPOT HARMLESS FROM ANY RESULTING CLAIMS.
Submitted By: [] Home Depot Associate
 [] Professional/Authorized Representative on Home Depot's Behalf

Professional's Full Business/Trade Name, Address and License No. or Nos. as Applicable:

Professional's Tel. No. _____

X
Associate's/Professional's/Authorized Representative Full Signature Date _____
Associate/Representative: Please Print Your Salesperson's License No. if Applicable
HOME DEPOT'S LICENSURE INFO: SEE GENERAL TERMS/CONDITIONS
BUYER'S RIGHT TO CANCEL: SEE GENERAL TERMS/CONDITIONS

Associate/Representative: Print Your Full Name and Check Applicable Box Above

Scope: This Agreement is between You and Home Depot. Under this Agreement, Home Depot does not perform installation, but arranges for Professional to do so directly or through Professional's specialty subcontractors. Home Depot does not provide, or arrange for, architectural/engineering services or structural changes to dwellings. You will not pay anything to Professional, although Professional may present this Agreement to You for Your review and signature and/or collect Your payment(s) to Home Depot on Home Depot's behalf. Installation will, subject to any Change Order, be completed in substantial conformance with the attached Invoice or Specifications. The State Supplement, if any, contains important additional terms, conditions, and information specific to Your state.

Special Order and Custom Made Merchandise: A description of any special order or custom made merchandise You have purchased appears in the Invoice or Specifications. The anticipated delivery date appears on the preceding page. This Agreement's provisions relating to Installation or Professional shall NOT apply to Your purchase of special order or custom made merchandise unless Home Depot will be arranging for its installation.

Professional's Responsibilities: Professional will complete Installation in a workmanlike manner. Professional will not start, perform, alter, or finish Installation except in accordance with applicable law. Professional will either not start, or will immediately discontinue, Installation upon discovery of unforeseen hazardous conditions at Your service address. Neither Home Depot nor Professional will attempt to remediate such conditions. Neither Home Depot nor Professional are responsible for identifying property lines, easements, covenants, or other legal encumbrances Your service address is subject to. Neither Home Depot nor Professional will modify security systems to accommodate Installation. Professional will obtain required permits and provide permit numbers if required.

Your Responsibilities: You agree to pay Home Depot according to the terms and conditions of this Agreement. If Your service address is subject to any easements, covenants, or other legal encumbrances that could affect Installation, You agree to let Home Depot or Professional know about them before Installation. You agree to facilitate the location of utility lines. You are responsible for identifying property lines. You agree to ensure that work areas are free of preexisting physical or environmental hazards, and building/zoning code violations. You agree to provide Professional access to work areas during working hours and provide access to sanitary facilities or pay the facilities' rental costs. You agree to ensure any security system You have will not interfere with Installation. You agree to provide power to, and, as applicable, climate control in, work areas. You agree not to allow unattended minors at Your service address while Professional is present. You agree to control and keep pets away from work areas. You agree to keep posted permits on display at all times. You agree that if You or anyone You control interferes with or delays Installation, You may be subject to transportation/storage charges or other resulting charges. You agree not to assign or transfer this Agreement. You agree any claims against Home Depot or Professional under this Agreement should be made to Home Depot within thirty (30) calendar days of the date You first become aware of a problem. (Home Depot will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice.) YOU ASSUME THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

Changes and Change Orders: Home Depot, at Your request, may arrange for Professional to perform additional work, subject to a Change Order and additional charges payable by You to Home Depot. Any changes to Installation, i.e. a substitution of materials or an expansion of the scope of the work, will require You and Professional (on Home Depot's behalf) to sign a Change Order that will become part of this Agreement. Change Orders must be clear in scope and specify any additional payment(s) and/or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical or environmental hazards such as the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any conditions differing from what You represented, Home Depot may immediately ask for a Change Order, discontinue Installation, or terminate this Agreement without further obligation to You.

Credit Card/Financed Transactions: Your separate cardholder agreement (to which Home Depot is NOT a party) will determine the total cost of Your purchase if by credit card, including any initial payment/deposit You may make and all interest charges and fees. You will be further subject to Your cardholder agreement's terms and conditions. If You are financing this transaction in whole or in part, Your separate loan agreement (to which Home Depot is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Liens; Security Interests: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Home Depot. If a security interest is placed against Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of Installation and before making any further payments, You should request from Professional a signed, unconditional release from, or waiver of, any right to place any claim against Your property applicable to the work then completed. You may ask an attorney about Your rights to discharge security interests.

LIMITED WARRANTY: HOME DEPOT WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE (1) YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, HOME DEPOT WILL ARRANGE FOR REPAIR AT NO CHARGE TO YOU ANY DEFECTS DUE TO FAULTY WORKMANSHIP. HOME DEPOT'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CARE/CLEANING. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. (HOME DEPOT WILL ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS.) THIS WARRANTY PROVIDES YOU WITH SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO HOME DEPOT BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. Your payment(s) will be returned within ten (10) business days after Home Depot's receipt of Your notice. You must make available for pickup by Home Depot or Professional at Your service address, in substantially the same condition as when delivered, any merchandise or materials delivered to You. Or You may contact Home Depot for instructions regarding return shipment at Home Depot's expense.

Mediation (EXPO Design Centers Only): If the total amount of the sale equals or exceeds \$7,500.00, You agree before taking legal action to participate, if requested, in non-binding mediation (typically taking about half a business day) using a professional mediation service acceptable to You and EXPO. EXPO will pay for the mediation service.

Termination: You may terminate this Agreement at any time after providing Home Depot with ten (10) or more business days' advance written notice. If You breach this Agreement or decline a reasonable Change Order request, Home Depot may immediately terminate the Agreement without further obligation to You. In either event, You agree to pay Home Depot the costs of merchandise, materials, labor, and other services provided by Home Depot and/or Professional through the date/time of termination, plus any other amounts allowed under applicable law.

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special order merchandise that is not custom made. Special orders that are custom made, i.e., uniquely altered, color-matched, shaped, sized, or otherwise uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.

Questions or Concerns? You should be communicating with Professional and/or Your store regarding routine matters such as scheduling, changes to Your order or Installation, or any initial concerns about Your order or the service You are receiving. If this Agreement covers an Installation, first call Professional at the telephone number on the preceding page. Your store should be able to assist if You have any difficulty contacting Professional. If Professional and Your store are unable to answer Your questions or You still have concerns, Home Depot Customer Care stands ready to assist You at 1-800-553-3199 and may also be contacted at the address below.

License Number(s) held by or on behalf of Home Depot U.S.A., Inc. and/or EXPO Design Center*

Home Depot U.S.A., Inc. license nos.: AK# 25084, ANCHORAGE #1745; AL #1888 (HB); #1935(HVAC), BALDWIN #3699; AZ# ROC092581(B-03); CA #602331(B-HOME DEPOT); #785444(B-EXPO); CT #533772; DC #50002899; DE #199716469(331); FL #CGC1506093 (HOME DEPOT); #CGC035846(EXPO); #EC0000109; #CRC046858; #CAC042609; #CAC1813767; #CFC1425636; #CFC1426021; #CCG1325818; #IB0001242; #IB0001250; #QB0008009; HI #C-22120(C68LA); IA #77375-02; LEXINGTON/LAFAYETTE, KY #11517; LA #LMP-2977(MSTR); MA #112785; MD #42144(5); OCEAN CITY #32682; MI #2102-119069; DETROIT #LIC2001-07767; MN #BC-20147263; MS #R-00304; MT #37730; NE #23423; ND #29073(A); NJ #36B00986400; NM #86302(GB98, MM01, MM02, MM03, MM04); NV #0038686; NY-PUTNAM #PC-589-A; SUFFOLK #21,818-H, ROCKLAND #H-6464; EAST HAMPTON #4499, LONG BEACH #4917, YONKERS #1987, NIAGARA FALLS #971, BUFFALO #524355, SOUTH HAMPTON #002056-0, TONAWANDA #10258, WESTCHESTER #WC-12540-H02; OH-CLEVELAND HEIGHTS #3897, SHAKER HEIGHTS #4951; OR #95843; PA-PHILA #842, LANCASTER #2779, FLUMSTEAD #CO4-2190; RI #9480; SC #CB000019(COA), #008151, #019654, #M-104779(PB5); TN #00047781(BC-2/4/6), 4149; TX- #M-36192, #M-16451, #TACLA001574C, DALLAS #20951, #20950, #21389, #23818, #22088, #22090, #22091; UT #286936-5501(B-100 LRF); VA #2705-068841A(HIC, HVA); WA #HOMED**088RH(2719); WI #940283; WV #VV036104; WY-CHEYENNE #04-09550.

*An enterprise of Home Depot U.S.A., Inc.

The Home Depot Special Services/Home Improvement Agreement: MARYLAND SUPPLEMENT

KALLAS, STEVE
Customer's Full Name (Last Name, First Name)

312453
Order No.

2558
Store No.

The terms and conditions of this Addendum apply to all Home Depot and, as applicable, EXPO Design Center (Home Depot and EXPO Design Center shall hereinafter be interchangeably referred to as "Home Depot" or "Home Depot/EXPO") Home Improvement Agreements in Maryland and are expressly made a part of all such agreements.

NOTICE TO CUSTOMER

You may not be charged more than one-third of the total amount of the sale before You sign this Agreement. All home improvement contractors and subcontractors must be licensed by the Maryland Home Improvement Commission. Inquiries about a contractor should be transmitted to the Home Improvement Commission, 501 St. Paul Place, Baltimore, MD 21202, Tel. no. (410) 230-6309.

THE HOME DEPOT 2558
14000 GEORGETOWN AVE. ASPEN HILLS, MD 20906
1-877-663-THANKS!

SALE 2558 00023 62663 07/16/05
32 JC 11:52 PM



CUSTOMER AGREEMENT # 312453
RECALL AMOUNT 1820.07
SALES TAX 91.01
TOTAL \$1911.08
CASH 2000.00
CHANGE DUE 88.92



2558 23 62663 07/16/2005 9161

NOW HIRING SPECIALTY SALES ASSOCIATES.
APPLY TODAY IN-STORE OR ON-LINE AT:
CAREERS.HOMEDEPOT.COM/SPECIALISTS

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Your Opinion Counts! We would like to
hear about your shopping experience.
Enter to win a \$5,000 Home Depot Gift
Card by completing a brief survey about
your visit at:



SPECIAL SERVICES CUSTOMER INVOICE

Store 2558 ASPEN HILL
14000 GEORGIA AVENUE
ASPEN HILL, MD 20906

Phone: (301) 871-0603
Salesperson: CXPO37
Reviewer:

VALIDATION AREA

SALE 2558 00023 62663 07/16/05
32 JCB86H 01:52 PM

CUSTOMER AGREEMENT # 312453

This is only a **QUOTE** for the merchandise and services printed below. This becomes an Agreement upon payment and an endorsement by a Home Depot register validation.

SOLD TO	Name	KALLAS STEVE		Home Phone	(301) 806-5333
	Address	POBOX 3488		Work Phone	() -
				Company Name	
	City	SILVER SPRING		Job Description	p
	State	MD	Zip	20918	County

A 15% restocking fee will be charged on returned or canceled Special Order Merchandise. Custom Orders are not refundable.

QUOTE is valid for this date: 07/16/2005

CUSTOMER PICKUP #1		MERCHANDISE AND SERVICE SUMMARY				We reserve the right to limit the quantities of merchandise sold to customers.			
		REF #W02 SKU #515-664 Customer Pickup / Will Call							
S.O. MERCHANDISE TO BE PICKED UP:		S/O SILVER LINE BLDG PRD REF #S01		ESTIMATED ARRIVAL DATE: 07/30/2005					
REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION		
S0101	481-139	2.00	EA	8500 /@ 39 1/4" X 67 3/4" R.O. 39 1/2" X 68 1/4" /8500 (#1)@ (8501(39.25 67.75) S 1 0 1 00 0 0 1 2 0 0 1 1) 8500 8500 EQUAL SINGLE UNIT 39 1/4" X 67 3/4" R.O. 39 1/2" X 68 1/4", EQUAL LITE WHITE LOE GLASS SCREEN = HALF 1.9.8	Y	\$173.72	\$347.44		
S0102	481-139	2.00	EA	8500 /@ 30 3/4" X 36 3/4" R.O. 31" X 37 1/4" /8500 (#2)@ (8501(30.75 36.75) S 1 0 1 00 0 0 1 2 0 0 1 1) 8500 8500 EQUAL SINGLE UNIT 30 3/4" X 36 3/4" R.O. 31" X 37 1/4", EQUAL LITE WHITE LOE GLASS SCREEN = HALF 1.9.8	Y	\$118.84	\$237.68		
S0103	481-139	7.00	EA	8500 /@ 26 3/4" X 37 1/4" R.O. 27" X 37 3/4" /8500 (#3)@ (8501(26.75 37.25) S 1 0 1 00 0 0 1 2 0 0 1 1) 8500 8500 EQUAL SINGLE UNIT 26 3/4" X 37 1/4" R.O. 27" X 37 3/4", EQUAL LITE WHITE LOE GLASS SCREEN = HALF 1.9.8	Y	\$111.30	\$779.10		

NOT VALID FOR MERCHANDISE PICK-UP

*** CONTINUED ON NEXT PAGE ***

WILL-CALL MERCHANDISE PICK-UP
Will-Call items will be held in the store for 7-days only.

**FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)**



CUSTOMER PICKUP #1 <small>(Continued)</small>				REF #W02 SKU #515-664 Customer Pickup / Will Call						
S.O. MERCHANDISE TO BE PICKED UP:				S/O SILVER LINE BLDG PRD		REF #S01		ESTIMATED ARRIVAL DATE: /3/07/0/20		
REF #	SKU	QTY	UM	DESCRIPTION				TAX	PRICE EACH	EXTENSION
S0104	481-139	5.00	EA	8700 /@ 30" X 20 3/4" R.O. 30 11/32" X 21 /8700 {#4}@ {8700[30 20.75] 1 0 0 00 0 0 1 1 0 1 1} 8700 2 PANEL SLIDER 30" X 20 3/4" R.O. 30 11/32" X 21 1/4", WHITE CLEAR I.G. SCREEN=HALF 1.9.8				Y	\$91.17	\$455.85
VENDOR - SPECIAL INSTRUCTIONS: 1.9.8::										
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise								MERCHANDISE TOTAL:		\$1,820.07
TOTAL CHARGES OF ALL MERCHANDISE & SERVICES								END OF CUSTOMER PICKUP - REF #W02		
								ORDER TOTAL		\$1,820.07
								SALES TAX		\$91.01
								TOTAL		\$1,911.08
								BALANCE DUE		\$1,911.08
END OF ORDER No. 2558-312453										







THE MONTGOMERY COUNTY HISTORIC PRESERVATION TAX CREDIT

To encourage the restoration and preservation of privately owned structures designated on the *Master Plan for Historic Preservation*, either individually or within a historic district, the Montgomery County Council in 1984 passed legislation providing for a tax credit against County real property taxes (Chapter 52, Article VI). The tax credit is 10% of documented expenses for exterior maintenance, restoration, or preservation work. The work must be certified eligible by the Historic Preservation Commission (HPC).

ELIGIBLE WORK MUST MEET ALL OF THE FOLLOWING CRITERIA:

1. Be certified by the HPC as contributing to the restoration or preservation of sites listed on the *Master Plan for Historic Preservation* either individually or within an historic district;
2. Be exterior work only;
3. Be undertaken with a previously approved Historic Area Work Permit (HAWP) if alterations that require a HAWP are proposed; **OR**
4. Be ordinary maintenance exceeding \$1,000 in expense; the work must be subsequently certified (at the time the tax credit application is reviewed by the HPC) as being consistent with the purposes of Chapter 24A, the County's historic preservation ordinance;
5. Be performed by a licensed contractor.

THE TAX CREDIT IS ALLOWABLE FOR:

In summary, eligible work includes repairs, restoration, or preservation of exterior features of designated structures. Examples of eligible projects would include (but not be limited to):

- Painting
- Repairing roofs or replacing them in-kind
- Repairing or restoring windows
- Repairing architectural trim or ornament
- Uncovering and repairing original siding
- Repointing brick or stone foundations or chimneys
- Restoring a documented feature such as a dormer or porch that was previously altered or removed
- Repairing and maintaining outbuildings such as barns and garages.

THE TAX CREDIT IS NOT ALLOWABLE FOR:

Examples of ineligible expenditures include:

- New construction of a structure, or a new addition to an historic building
- Work requiring an approved HAWP that is completed without the approval of the HPC
- Interior work
- The value of labor unless performed by a licensed contractor
- Landscaping
- Repaving driveways
- Replacing features (such as windows) with new features that are not identical in size and material, and repairing mechanical equipment
- Tool and equipment purchases
- Professional services (design fees, annual pest control, structural reports)

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

<p>Owner's mailing address Anand Devadas 10140 Colebrook Ave Potomac MD 20854</p>	<p>Owner's Agent's mailing address</p>
<p align="center">Adjacent and confronting Property Owners mailing addresses</p>	
<p>Deborah Chalfie 511 Albany</p>	<p>507 Albany Victor As Vesterodt</p>
<p>512 Albany Lawrence Atkins</p>	<p>510 Albany George French</p>
<p>514 Albany Cole Smith</p>	<p>7417 Buffalo Bradley Blawie</p>

RETROACTIVE
HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address:	509 Albany Ave, Takoma Park	Meeting Date:	11/16/2005
Applicant:	Anand Devadas	Report Date:	11/9/2005
Resource:	Non-Contributing Resource Takoma Park Historic District	Public Notice:	11/2/2005
Review:	HAWP	Tax Credit:	None
Case Number:	37/03-05MMM RETROACTIVE		
PROPOSAL:	House painting and window replacement	Staff:	Tania Tully
		RECOMMENDATION:	Approve

PROJECT DESCRIPTION

SIGNIFICANCE: Non-Contributing Resource within the **Takoma Park Historic District**
STYLE: Modern Ranch
DATE: c.1940s

This is a 1-level brick ranch that sits on a raised foundation. It is flanked on the left by another non-contributing brick ranch and on the right by a contributing Victorian that is located far back on the lot. The front yard has a large evergreen tree, a small ornamental, and shrubbery. The rear yard has a small slate patio and bamboo grove.

PROPOSAL:

The applicant:

1. Painted the brick exterior of the house.
2. Replaced the wood windows with vinyl windows.

APPLICABLE GUIDELINES:

When reviewing alterations and new construction within the Takoma Park Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the historic preservation review guidelines in the approved and adopted amendment for the *Takoma Park Historic District (Guidelines)*, *Montgomery County Code Chapter 24A (Chapter 24A)*, and the *Secretary of the Interior's Standards for Rehabilitation (Standards)*. The pertinent information in these documents is outlined below.

Takoma Park Historic District Guidelines

There are two very general, broad planning and design concepts which apply to all categories. These are:

The design review emphasis will be restricted to changes that are at all visible from the public right-of-way, irrespective of landscaping or vegetation (it is expected that the majority of new additions will be reviewed for their impact on the overall district), and,

The importance of assuring that additions and other changes to existing structures act to reinforce and continue existing streetscape, landscape, and building patterns rather than to impair the character of the district.

Non-Contributing/Out-of-Period Resources should receive the most lenient level of design review. Most alterations and additions to Non-Contributing/Out-of-Period Resources should be approved as a matter of course. The only exceptions would be major additions and alterations to the scale and massing of Non-Contributing/Out-of-Period Resources which affect the surrounding streetscape and/or landscape and could impair character of the district as a whole.

Montgomery County Code; Chapter 24A

- A HAWP permit should be issued if the Commission finds that:
 1. The proposal will not substantially alter the exterior features of a historic site or historic resource within a historic district.
 2. The proposal is compatible in character and nature with the historical archaeological, architectural or cultural features of the historic site or the historic district in which a historic resource is located and would not be detrimental thereto of to the achievement of the purposes of this chapter.
- In the case of an application for work on a historic resource located within a historic district, the Commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value surrounding historic resources or would impair the character of the historic district.

Secretary of the Interior's Standards for Rehabilitation:

- #2 The historic character of a property (i.e. Takoma Park Historic District) will be retained and preserved. The removal of distinctive materials or alteration of features, space and spatial relationships that characterize a property will be avoided.

STAFF DISCUSSION

Work for this application was completed without a permit. When Staff reviews retroactive applications, the work is initially evaluated as though it has not yet been completed. Would Staff have recommended approval at that point? In this case the answer is yes.

As a general preservation and property maintenance issue, staff does not recommend painting any kind of masonry and would not recommend approval if this were a Contributing or Outstanding resource. Painting

brick has the potential to damage the historic material and could possibly undermine the structure many years later. With a non-contributing resource, the material is not historic.

Regarding window replacement, Staff espouses the benefits of window rehabilitation regardless of the resource category. However, the *Guidelines* require more latitude when reviewing non-contributing resources therefore restricting Staff's ability to force the issue. With this in mind, window replacement is routinely approved for non-contributing resources.

The changes made by the applicant do not diminish the integrity or character of the historic district. Staff recommends approval of this retroactive application.

STAFF RECOMMENDATION:

Staff recommends that the Commission **approve** the HAWP application as being consistent with Chapter 24A-8(b)(1) & (2):

The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or

The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter.

and with the *Secretary of the Interior's Standards for Rehabilitation*.

and with the general condition that the applicant shall present the **3 permit sets of drawings to Historic Preservation Commission (HPC) staff for review and stamping** prior to submission for the applicable Montgomery County Department of Permitting Services (DPS) building permits.

**THE FOLLOWING ITEMS MUST BE COMPLETED AND THE
REQUIRED DOCUMENTS MUST ACCOMPANY THIS APPLICATION.**

1. WRITTEN DESCRIPTION OF PROJECT

a. Description of existing structure(s) and environmental setting, including their historical features and significance:

Non Contributing
Modern / Ranch Brick

b. General description of project and its effect on the historic resource(s), the environmental setting, and, where applicable, the historic district:

Paint house

2. SITE PLAN

Site and environmental setting, drawn to scale. You may use your plat. Your site plan must include:

- a. the scale, north arrow, and date;
- b. dimensions of all existing and proposed structures; and
- c. site features such as walkways, driveways, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.

3. PLANS AND ELEVATIONS

You must submit 2 copies of plans and elevations in a format no larger than 11" x 17". Plans on 8 1/2" x 11" paper are preferred.

- a. Schematic construction plans, with marked dimensions, indicating location, size and general type of walls, window and door openings, and other fixed features of both the existing resource(s) and the proposed work.
- b. Elevations (facades), with marked dimensions, clearly indicating proposed work in relation to existing construction and, when appropriate, context. All materials and fixtures proposed for the exterior must be noted on the elevations drawings. An existing and a proposed elevation drawing of each facade affected by the proposed work is required.

4. MATERIALS SPECIFICATIONS

General description of materials and manufactured items proposed for incorporation in the work of the project. This information may be included on your design drawings.

5. PHOTOGRAPHS

- a. Clearly labeled photographic prints of each facade of existing resource, including details of the affected portions. All labels should be placed on the front of photographs.
- b. Clearly label photographic prints of the resource as viewed from the public right-of-way and of the adjoining properties. All labels should be placed on the front of photographs.

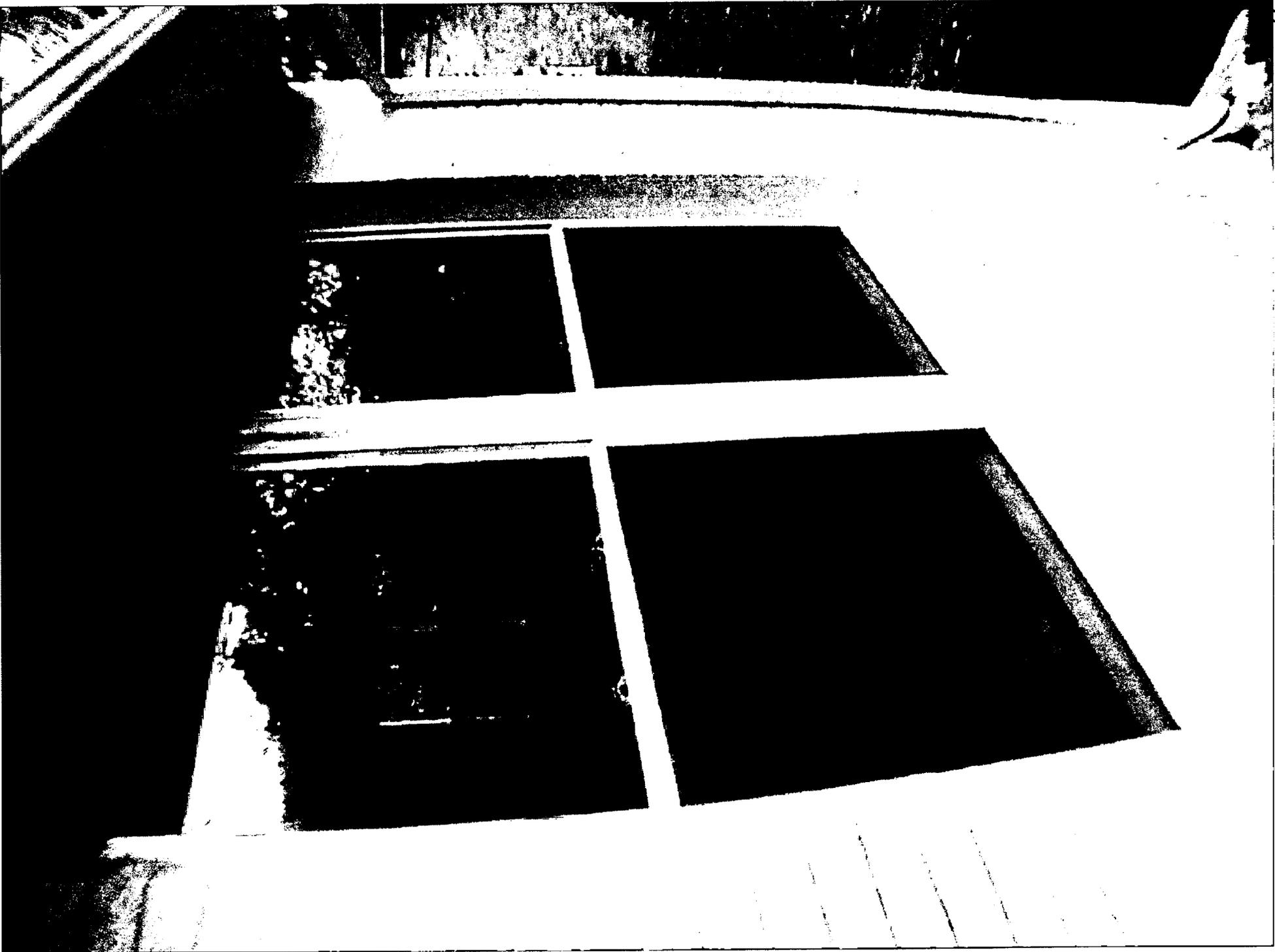
6. TREE SURVEY

If you are proposing construction adjacent to or within the canopy of any tree 6" or larger in diameter (at approximately 4 feet above the ground), you must file an accurate tree survey identifying the size, location, and species of each tree of at least that dimension.

7. ADDRESSES OF ADJACENT AND CONFRONTING PROPERTY OWNERS

For ALL projects, provide an accurate list of adjacent and confronting property owners (not tenants), including names, addresses, and zip codes. This list should include the owners of all lots or parcels which adjoin the parcel in question, as well as the owner(s) of lot(s) or parcel(s) which lie directly across the street/highway from the parcel in question. You can obtain this information from the Department of Assessments and Taxation, 51 Monroe Street, Rockville, (301)279-1355.

PLEASE PRINT (IN BLUE OR BLACK INK) OR TYPE THIS INFORMATION ON THE FOLLOWING PAGE.
PLEASE STAY WITHIN THE GUIDES OF THE TEMPLATE, AS THIS WILL BE PHOTOCOPIED DIRECTLY ONTO MAILING LABELS.



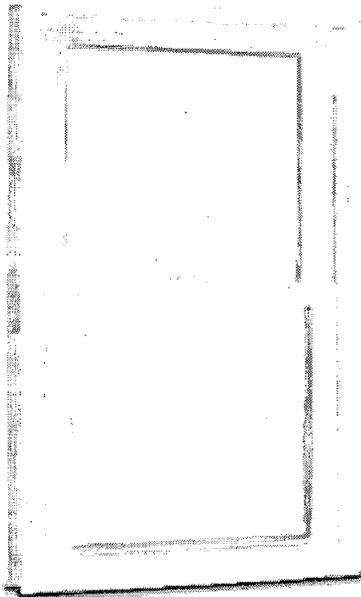


American Craftsman Window and Door Co.

8500 Double Hung White 7/8 In. LoE² /Insul Glass w/Screen
Model 8500

Enhance the look and value of your home with our premium Series 8500 double hung replacement window. This classically styled window will complement the architectural design of virtually any home. In addition, the Series 8500 double hung window provides reliable, energy efficient performance. Fusion welding of the window frame and sash creates a strong, durable window. Multi-chambered vinyl construction and energy efficient LoE² insulated glass help save energy and lower heating and cooling while meeting the requirements of the ENERGY STAR® program.

- * Vinyl windows never need painting and look great for as long as you own your home
- * 7/8 In. LoE² Insulated Glass - Save Up To 35% On Energy Bills
- * Sashes tilt in for easy cleaning from inside the home
- * Dual weather-stripping creates a virtually weather-tight seal between you and the elements
- * Easy to install yourself - instructions included
- * Attractive, colonial exterior detail creates curbside appeal
- * Screen included for natural ventilation
- * Backed by a Lifetime Warranty for peace of mind



509 ALBANY



Next Door ↗

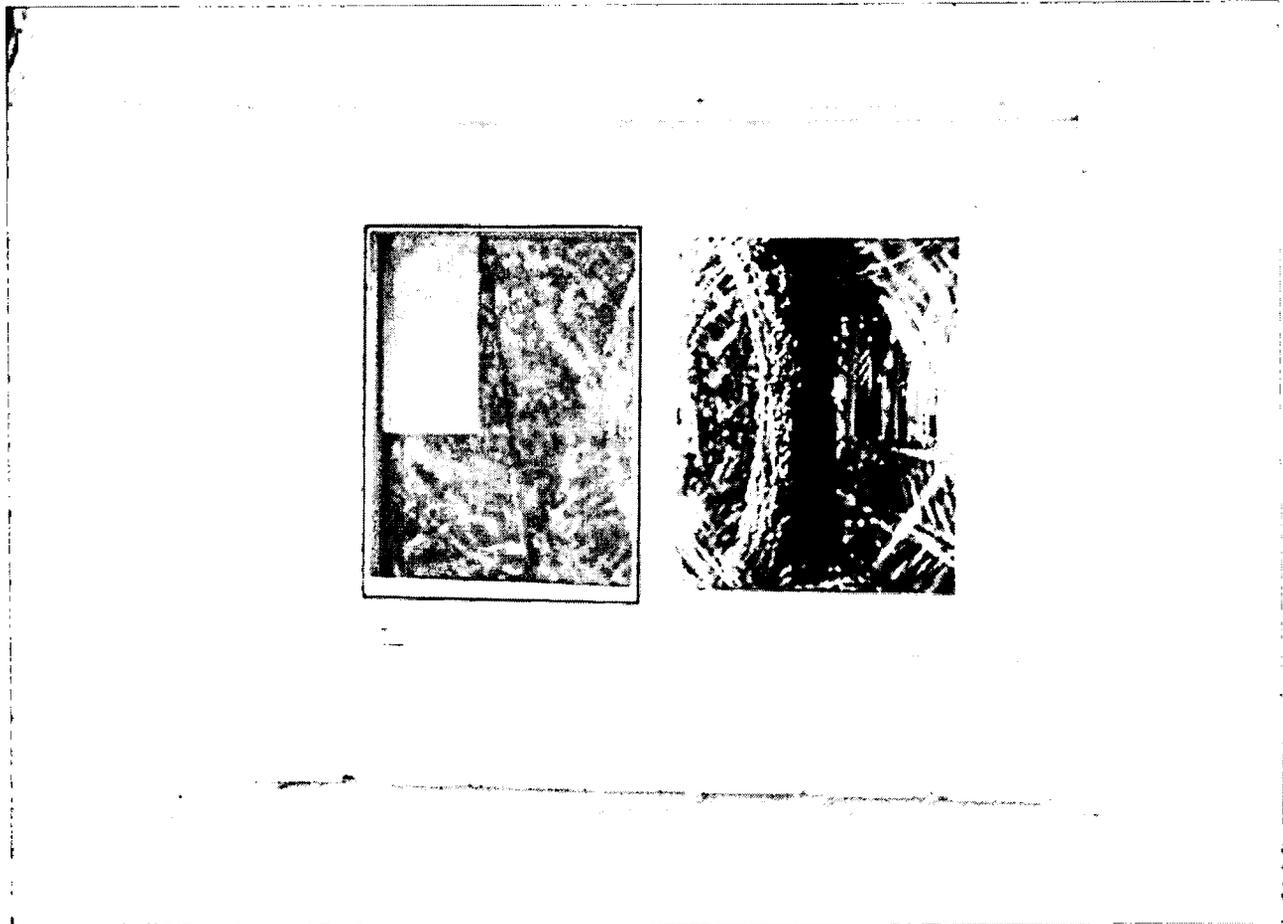
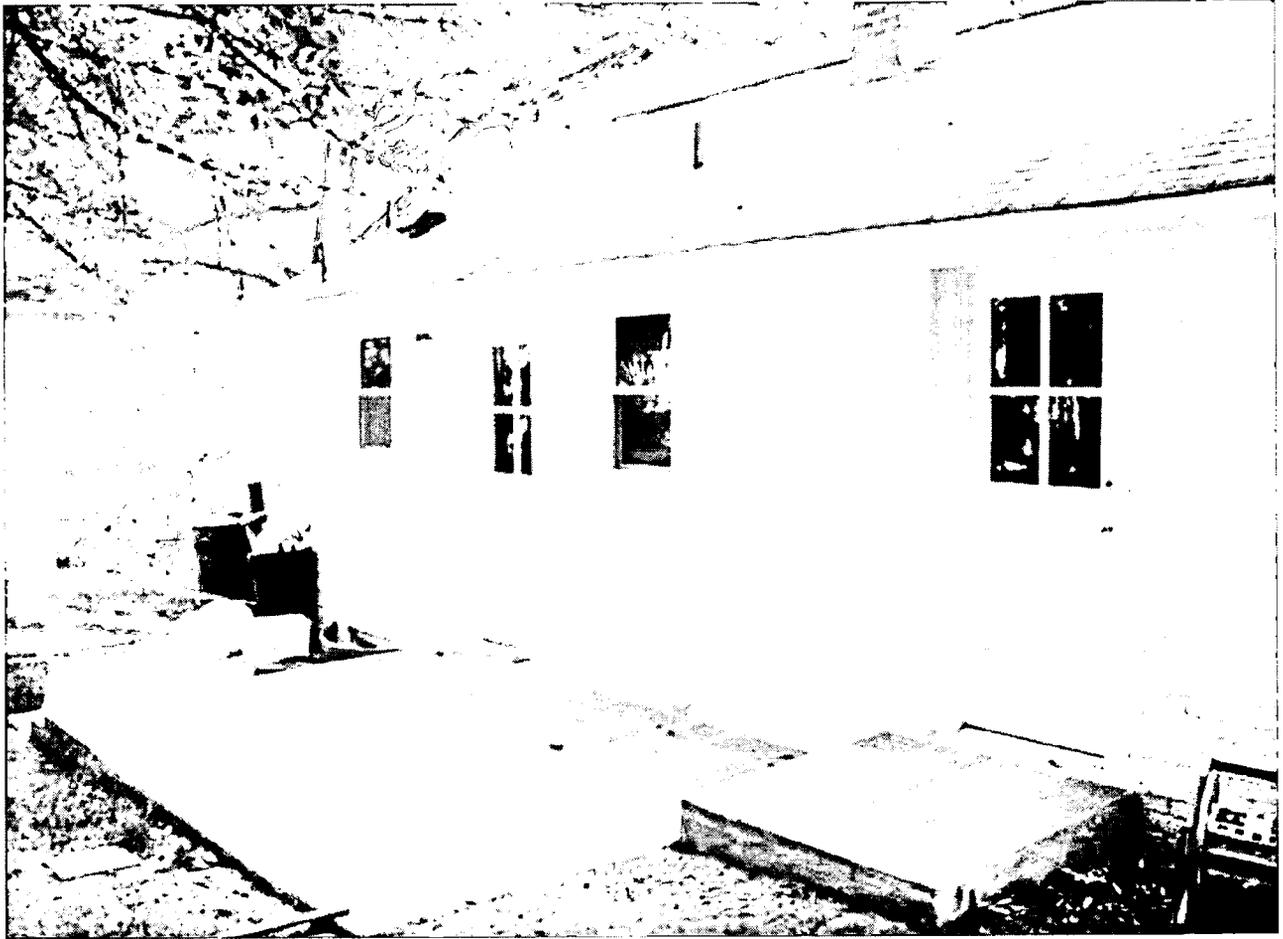
1509 Albany ↘





509 Albany

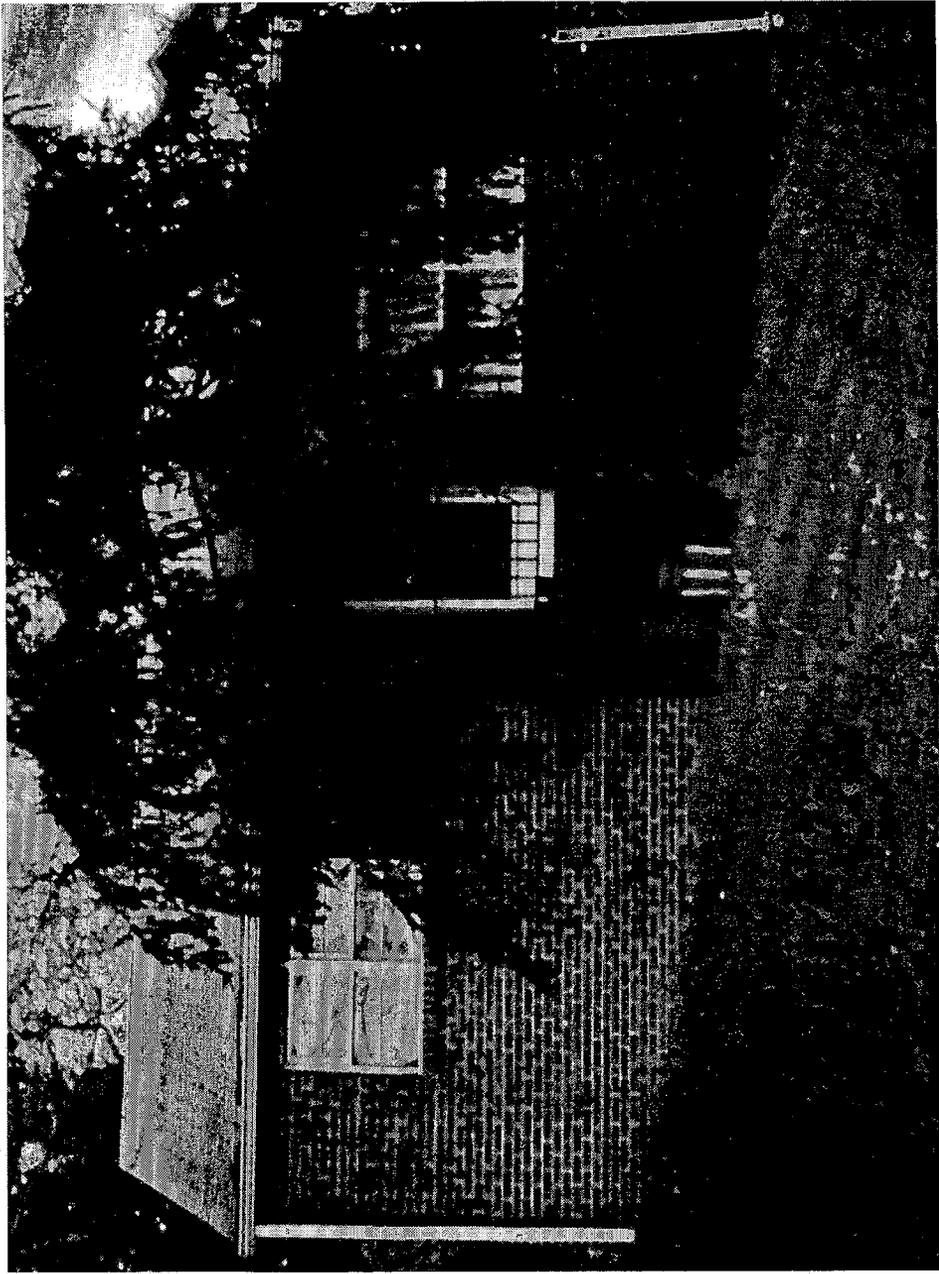






Albany Ave Across The Street





1992

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