

***EXPEDITED***  
**MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION**  
**STAFF REPORT**

<b>Address:</b>	8313 Tomlinson Avenue, Bethesda	<b>Meeting Date:</b>	3/14/2018
<b>Resource:</b>	Master Plan Site #35/18 (John and Roberta Lynch House)	<b>Report Date:</b>	3/7/2018
<b>Applicant:</b>	Glen and Nicole Weston	<b>Public Notice:</b>	2/28/2018
<b>Review:</b>	HAWP	<b>Tax Credit:</b>	No
<b>Case Number:</b>	35/18-18A	<b>Staff:</b>	Michael Kyne
<b>PROPOSAL:</b>	Fence installation		

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**STAFF RECOMMENDATION:**

- Approve  
 Approve with conditions

**ARCHITECTURAL DESCRIPTION**

**SIGNIFICANCE:** Master Plan Site  
**DATE:** c. 1887  
**STYLE:** Folk Victorian

**PROPOSAL:**

The applicants propose to install a 4' tall wooden picket fence at the rear of the subject property. The proposed fence will be 10' x 15' and will enclose a garden in the rear yard.

**APPLICABLE GUIDELINES:**

**Policy On Use of Expedited Staff Reports for Simple HAWP Cases**

IV. The Expedited Staff Report format may be used on the following type of cases:

10. Construction of fences that are compatible with historic site or district in terms of material, height, location, and design. Requests for fences higher than 48" to be located in the front yard of a property will not be reviewed using an Expedited Staff Report.

**Montgomery County Code; Chapter 24A-8**

- (a) The commission shall instruct the director to deny a permit if it finds, based on the evidence and information presented to or before the commission that the alteration for which the permit is sought would be inappropriate, inconsistent with or detrimental to the preservation, enhancement or ultimate protection of the historic site or historic resource within an historic district, and to the purposes of this chapter.

- (b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to insure conformity with the purposes and requirements of this chapter, if it finds that:
- (1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or
  - (2) 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; or
  - (3) The proposal would enhance or aid in the protection, preservation and public or private utilization of the historic site or historic resource located within an historic district in a manner compatible with the historical, archeological, architectural or cultural value of the historic site or historic district in which an historic resource is located; or
  - (4) The proposal is necessary in order that unsafe conditions or health hazards be remedied; or
  - (5) The proposal is necessary in order that the owner of the subject property not be deprived of reasonable use of the property or suffer undue hardship; or
  - (6) In balancing the interests of the public in preserving the historic site or historic resource located within an historic district, with the interests of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.
- (c) It is not the intent of this chapter to limit new construction, alteration or repairs to any 1 period or architectural style.
  - (d) In the case of an application for work on an historic resource located within an 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 of surrounding historic resources or would impair the character of the historic district. (Ord. No. 9-4, § 1; Ord. No. 11-59.)

**STAFF RECOMMENDATION:**

Staff recommends that the Commission **approve** the HAWP application under the Criteria for Issuance in Chapter 24A-8(b), (1), (2) & (d) having found that the proposal will not substantially alter the exterior features of the historic resource and is compatible in character with the purposes of Chapter 24A;

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, if applicable, to Historic Preservation Commission (HPC) staff for review and stamping** prior to submission for the Montgomery County Department of Permitting Services (DPS) building permits;

and with the general condition that the applicant shall notify the Historic Preservation Staff if they propose to make **any alterations** to the approved plans;

and with the general condition that final project design details, not specifically delineated by the Commission, shall be approved by HPC staff or brought back to the Commission as a revised HAWP application at staff's discretion.

Once the work is completed the applicant will contact the staff person assigned to this application at 301-563-3400 or michael.kyne@montgomeryplanning.org to schedule a follow-up site visit.



DPS - #8

HISTORIC PRESERVATION COMMISSION  
301/563-3400

# APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Email: yvettejoie@msn.com Contact Person: Yvette Gulinao  
Daytime Phone No.: 301-728-7123

Tax Account No.: \_\_\_\_\_  
Name of Property Owner: FLOYD HAYNES Daytime Phone No.: 301-910-6132  
Address: 8313 TOMLINSON AVE, BETHESDA, MD 20817  
Street Number City State Zip Code  
Contractor: Builders Fence Company Phone No.: 703-820-0967  
Contractor Registration No.: \_\_\_\_\_  
Agent for Owner: Scott Ruete Daytime Phone No.: 301-252-1634

828302

**LOCATION OF BUILDING/PREMISE**

House Number: 8313 Street: TOMLINSON AVENUE  
Town/City: BETHESDA Nearest Cross Street: Persimmon Tree Road  
Lot: 4 Block: U Subdivision: Carderock Springs 142  
Liber: 1068 Folio: 115 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/Remove  Solar  Fireplace  Woodburning Stove  Single Family  
 Revision  Repair  Revocable  Fence/Wall (complete Section 4)  Other: garden (fenced area)  
1B. Construction cost estimator: \$ 1280  
1C. If this is a revision of a previously approved active permit, see Permit # \_\_\_\_\_

**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 4 feet 0 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/assessment

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] \_\_\_\_\_ Date: 2-12-18  
Signature of owner or authorized agent Date

Approved: \_\_\_\_\_ For Chairperson, Historic Preservation Commission  
Disapproved: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Application/Permit No.: \_\_\_\_\_ Date Filed: \_\_\_\_\_ Date Issued: \_\_\_\_\_

**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:

*this area of the property is open. This area is just unused grassy area of the property*

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

*Install 50' of 4' high dog ear picket fence with one matching cedar gate on all 4x4 posts with black caps and set in dry packed cement footers. It will match recently constructed fence at the back of property.*

2. **SITE PLAN**

Site and environmental setting, drawn to scale. You may use your plot. 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 effected 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 dripline 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.

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.

Treasurer, owners of the property shown and described hereon, hereby accept this plan of subdivision, establish the minimum building restriction lines, unless otherwise shown, dedicate the streets to public use, establish a 10-foot wide public utility easement shown as U.P.U.C. and recorded in Liber 3094 of Folio 457, establish stop easements at least wide along all streets as required by Montgomery County Ordinance #4-15, Stop easements granted hereon shall be terminated after all required public improvements abutting said easements have been lawfully completed and have been accepted for maintenance by Montgomery County, Maryland.

There are no suits of action, leases, liens or trust on the property included in this plan of subdivision, except a certain name and deed of trust and the parties in interest thereto have heretofore indicated their assent to this plan.

Date: October 17, 1985

Gwendolyn L. Little  
 Secretary - Treasurer  
Richard H. Harrison  
 President

We hereby assent to this plan of subdivision.

James T. Haynes  
 Witness  
Thomas M. ...  
 Witness  
Charles N. ...  
 Witness  
John H. ...  
 Witness

**SURVEYOR'S CERTIFICATE**

I hereby certify that the plan shown hereon is correct; that it is a subdivision of all of the land conveyed by Charles M. ... to Stanley Spring Builders, Inc. by deed dated October 24, 1983 and recorded in Liber 2902 at Folio 843 among the Land Records of Montgomery County, Maryland. Iron pipes marked "I" and monuments marked "M" will be set where indicated. The total area of this plot is 147,279 square feet or 3.3866 acres of land of which 312 square feet or 0.0072 acre are dedicated to public use.

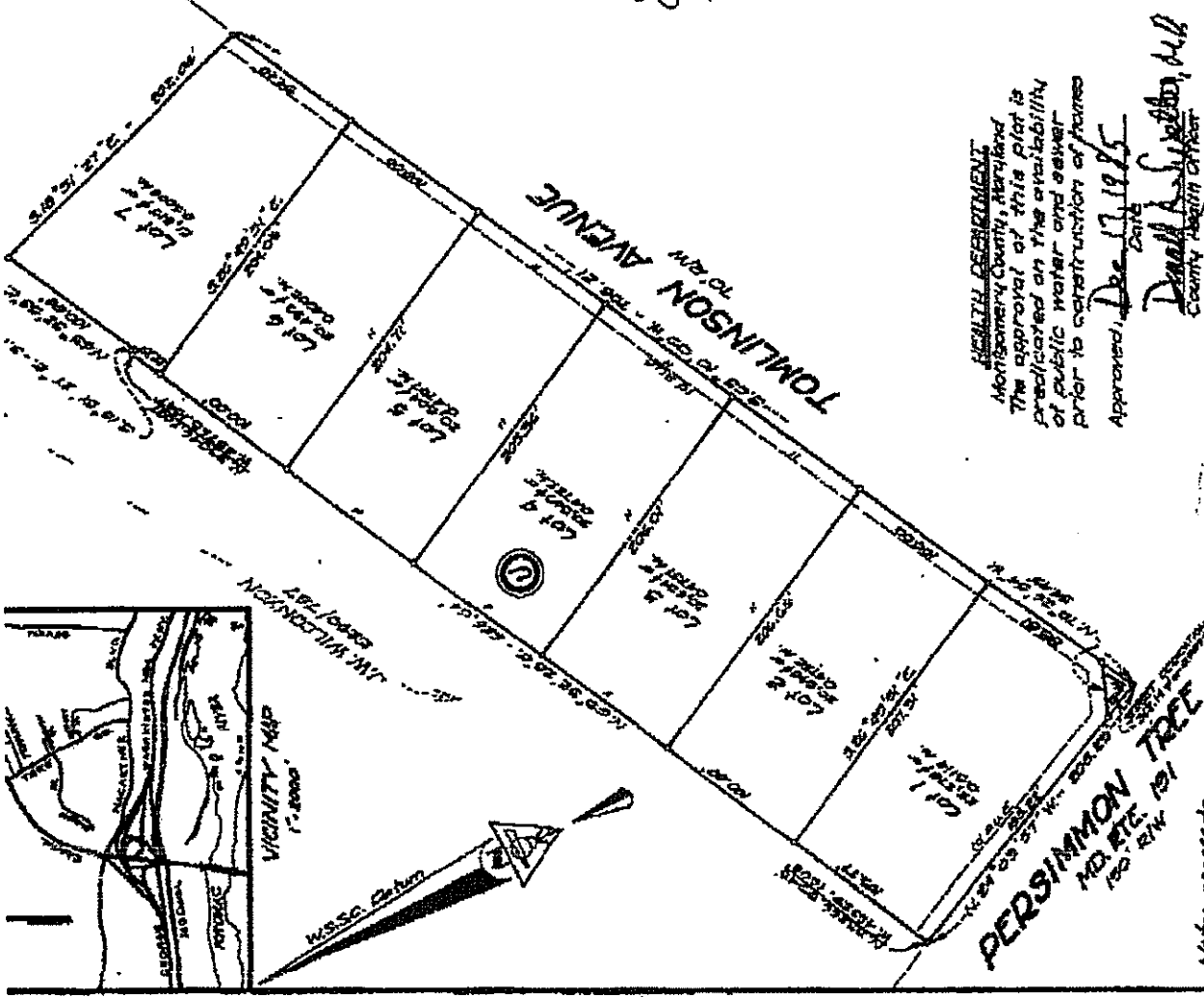
Date: Oct 24, 1985

Robert L. Harrison  
 Reg. Land Surveyor, M.C. #50194  
 Book "U"

**CARDEROCK SPRINGS**

7th ELECTION DISTRICT  
 MONTGOMERY COUNTY, MARYLAND  
 Session: 1-80 Date: October 1985

MANSON & DEN OUTER, LTD.



**HEALTH DEPARTMENT**  
 Montgomery County, Maryland  
 The approval of this plot is predicated on the availability of public water and sewer prior to construction of homes.

Approved, Dec 17, 1985  
Donald H. ...  
 County Health Officer

Notes: Development of this property subject to the terms of an agreement recorded in the Land Records of Montgomery County in L. 49921, 811

Note: access to Persimmon Tree Road subject to GMA approval for all single family residence only. All other lots to be developed by Manson & Den Outer, Ltd. Zone: R-200 Lots: 7

RECORDED:
PLAT BOOK:
PLAT NO.:

Mr Floyd Haynes  
 8313 Tomlinson Ave  
 Bethesda, MD 20817

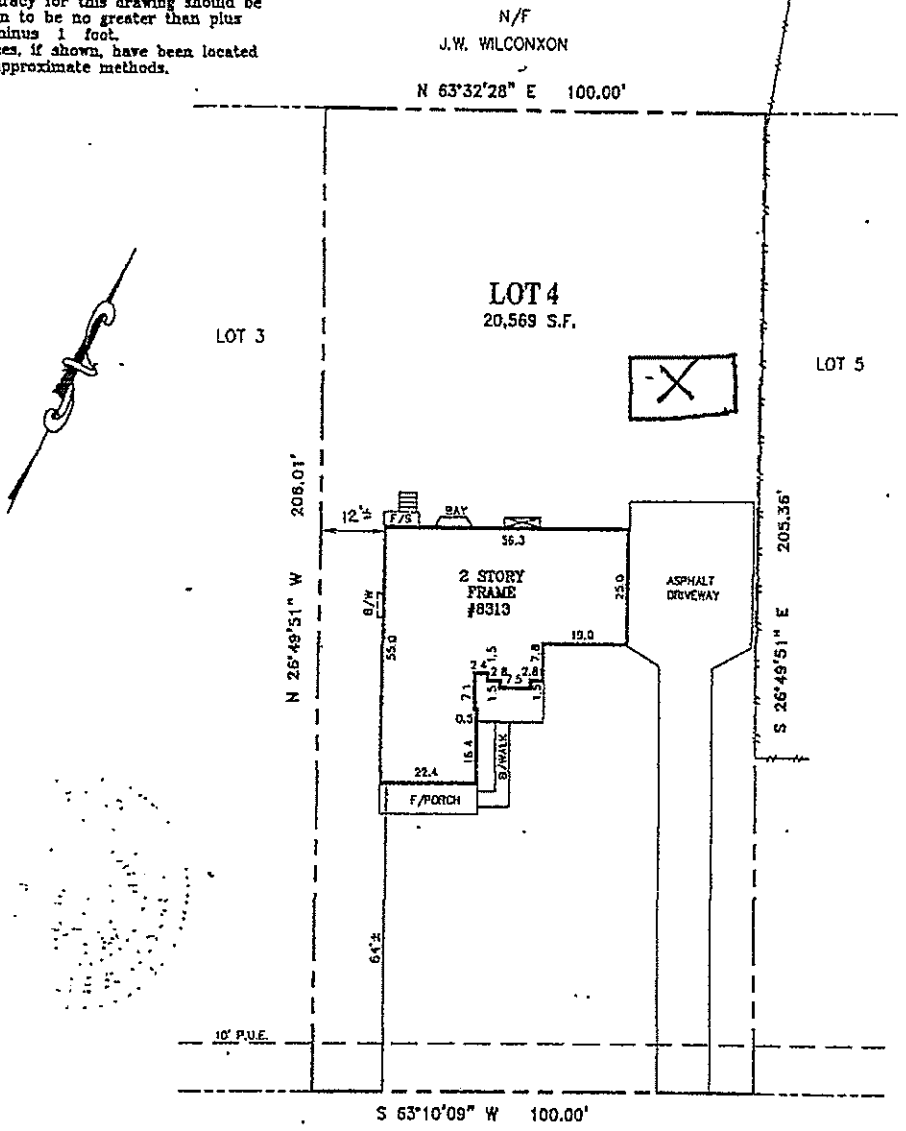
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**CONSUMER INFORMATION NOTES:**

1. This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.
5. No Title Report furnished.

**Notes:**

1. Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus 1 foot. Fences, if shown, have been located by approximate methods.



**TOMLINSON AVENUE**  
(70' R/W)

LOCATION DRAWING  
LOT 4, BLOCK U  
**CARDEROCK SPRINGS**  
MONTGOMERY COUNTY, MARYLAND

*fmms*

<p><b>SURVEYOR'S CERTIFICATE</b></p> <p>THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAN OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED UPON MEASUREMENTS FROM PROPERTY MARKERS FOUND OR FROM EVIDENCE OF LINES OF APPARENT OCCUPATION.</p> <p><i>[Signature]</i></p> <p>MARYLAND PROPERTY LINE SURVEYOR REG. NO. 687 Expires: 04-02-2016</p>	<p><b>REFERENCES</b></p> <p>PLAT BK. 136 PLAT NO. 1577D</p>	<p><b>SNIDER &amp; ASSOCIATES</b> LAND SURVEYORS 20270 Goldenrod Lane, Suite 110 Germantown, Maryland 20878 301/948-5100 Fax 301/948-1285</p>
	<p><b>LIBER</b></p> <p><b>FOLIO</b></p>	

Mr Floyd Haynes  
8313 Tomlinson Ave  
Bethesda, MD 20817

(6)

# BUILDERS FENCE COMPANY

www.buildersfence.com

44330 Mercure Circle | Suite 140, Dulles VA 20166  
 Office (703) 820-0967 Fax (703) 661-8610  
 CL# 2705078933A | MD Lic.# 127411

Date: 1-27-18 Job Number: \_\_\_\_\_ County: MOCO  
 Name: Floyd Haynes  
 Address: 8313 Tomlinson Ave.  
 City: Bethesda State: MD Zip: 20817  
 Job Site Address: \_\_\_\_\_  
 Home Phone: 301-728-7123 Work Phone: \_\_\_\_\_  
 Project Description (Goods and Services Sold):

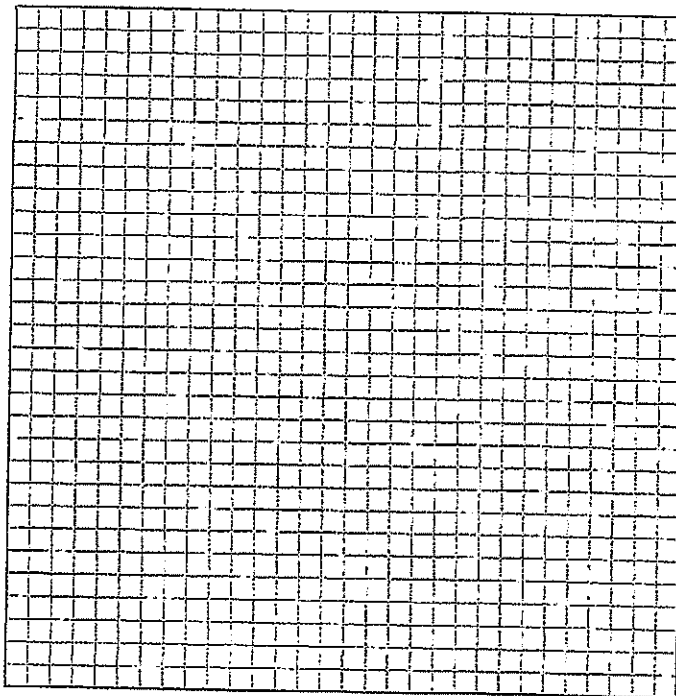
yvettejoie@gmail.com

Fence Project:  
 Garden Fence.

Install 50' of 4' high PTP dog ear picket fence with one matching cedar gate on all 4x4 posts with black caps and set in dry packed cement footers.

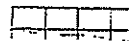
Total: \$1280.

Fence to Meet Pool Code



**Grade**

Level at Top



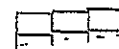
Fence to be level with highest grade. (Customer to fill in gaps)

Following Grade



Fence following flow of ground. (Fence will be uneven at top)

Step and Level



Each section to step as dictated by the grade. May result in large gaps under the fence. (Customer to fill in gaps)

**Job Notes:**

All Angie's List and Web Site Discounts are included in price

Total Contract Price: \$1280

(Price valid for 15 days)

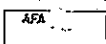
Deposit: \$640

Due Upon Substantial Completion: \$640

Estimated Start Date: 3-4 Weeks

Estimated Completion Date: 1-2 Days

The projected dates are contingent upon obtaining approved financing, permits, P.O.A., or other conditions beyond Seller's control.



Customer agrees to pay the Total Price for such materials and labor, pursuant to the Payment Terms provided at left. All materials are to be #2 pressure treated southern yellow pine unless otherwise stated. Interest at the rate of 2% per month will accrue on all past due accounts. Builders Fence Company will not accept out of state checks.

**BUYERS RIGHT TO CANCEL:** If this agreement was solicited at a residence and you do not want the goods or services, you the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Notice of Cancellation for an explanation of this right.

Acceptance: The construction proposal contained herein, including the specified price, payment terms, construction specifications, and other terms and conditions on the reverse side of this contract, is hereby ACCEPTED.

Builders Fence Company  
  
 (Authorized Representative's Signature)  
 Scott Benjamin Ruete, Sr.  
 Authorized Representative's Printed Name

Buyer(s)  
 \_\_\_\_\_  
 (Signature) Date  
 \_\_\_\_\_  
 (Signature) Date

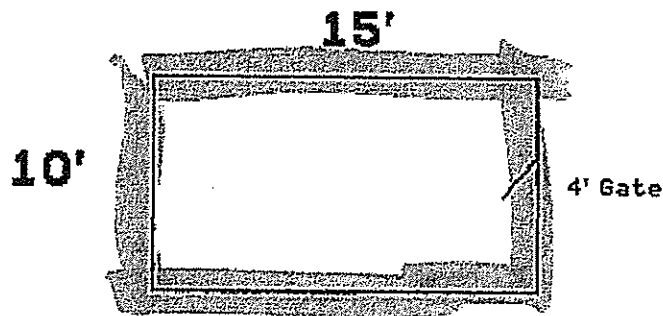
# BUILDERS FENCE COMPANY

Builders Fence Company  
44330 Mercure Circle, Suite 140  
Dulles, VA 20166  
703-820-0967  
www.buildersfenceco.com  
info@buildersfenceco.com

## JOB SKETCH

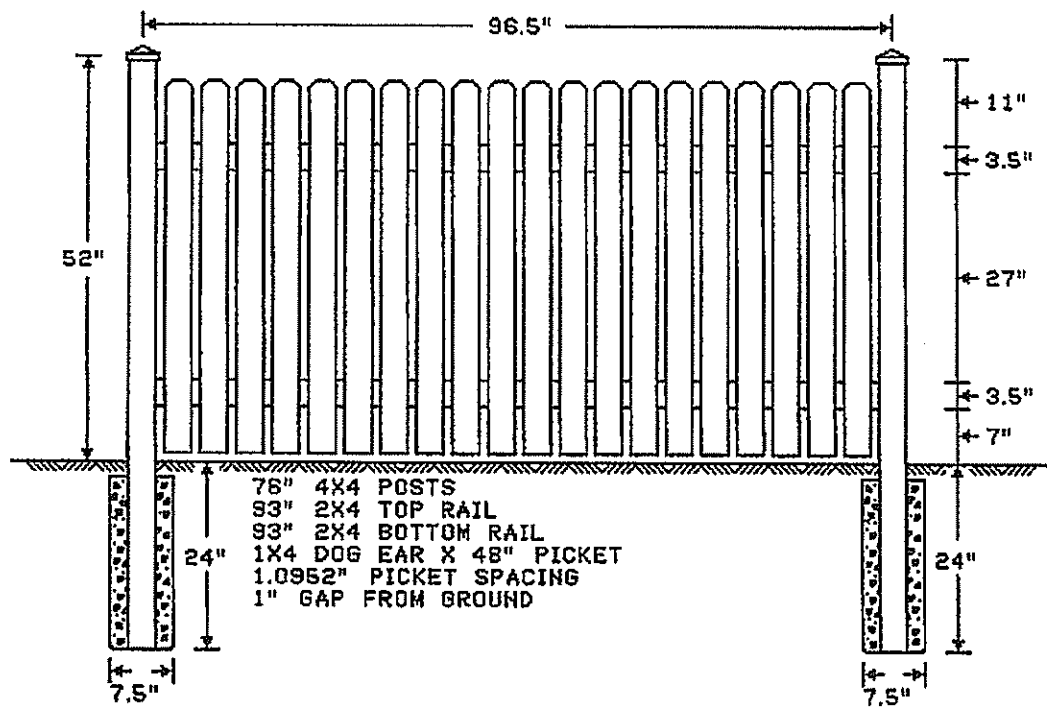
Yvette Guliano  
Dulles, VA

50' 4' high PT 1X4 PICKET - STRAIGHT TOP Fencing



Mr Floyd Haynes  
8313 Tomlinson Ave  
Bethesda, MD 20817





# BUILDERS FENCE COMPANY

Builders Fence Company  
 44330 Marcure Circle, Suite 140  
 Dulles, VA 20166  
 703-820-0967

4' PT 1X4 PICKET - STRAIGHT TOP

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REVISED: 05/17/17	FILE:	1 of 1

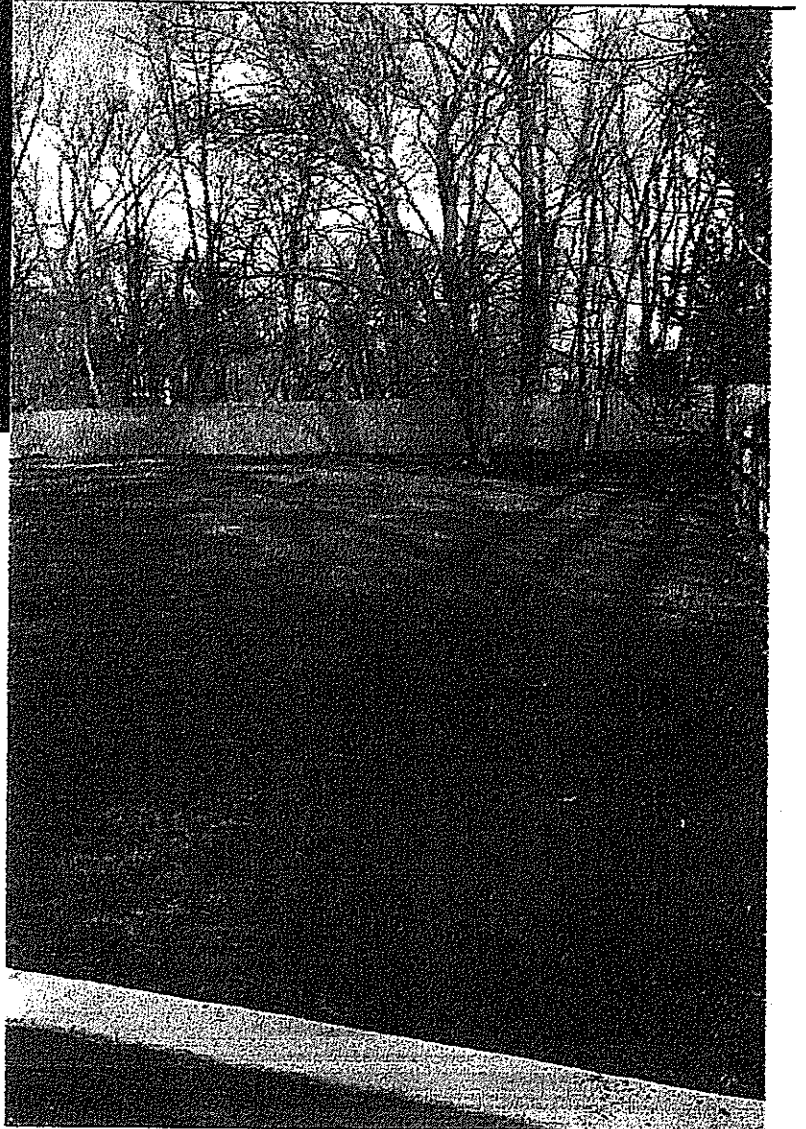
Mr Floyd Haynes  
 8313 Tomlinson Ave  
 Bethesda, MD 20817

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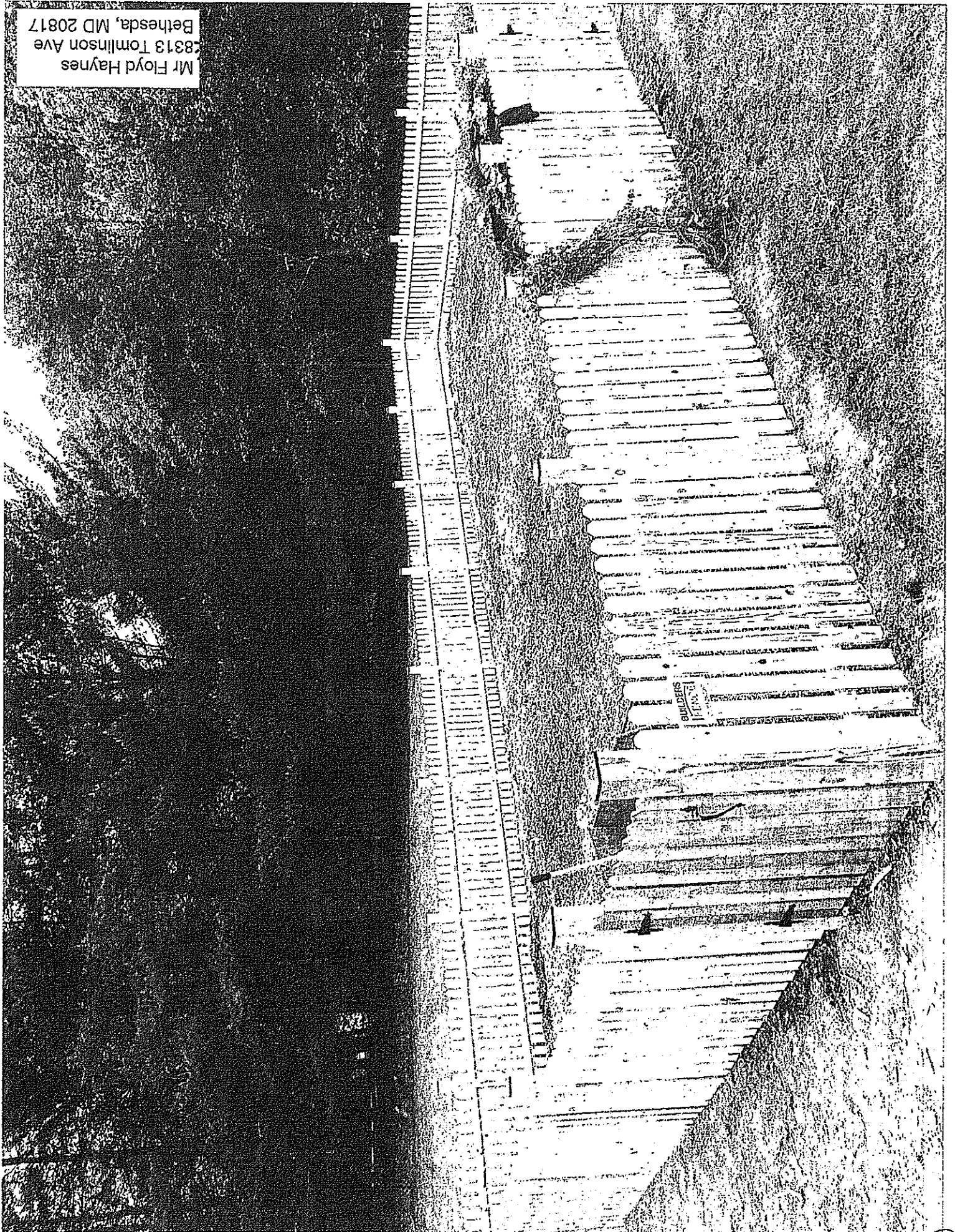
### TERMS AND CONDITIONS

- 1. Agreement.** This Contract constitutes the entire agreement between Builders Fence Company ("Contractor") and Customer and supercedes all prior discussions, proposals or agreements by and between the parties. Modifications to the terms of this Contract shall only be enforceable if in writing, signed by both parties. Changes to the Construction Specifications and/or price after execution of this Contract shall require a written change order signed by both parties, except as expressly provided for herein. Customer represents and warrants that he/she/they are the owners of the real property identified on the front page of this Contract, upon which the Project shall be constructed, and that they are authorized to enter into this Contract for the improvements described herein.
- 2. Cancellation.** Either party may cancel this Contract without charge or obligation within seventy-two (72) hours after execution (the "Rescission Period") and all amounts paid by Customer to Contractor shall be promptly refunded. No work on the project will begin until after the expiration of the Rescission Period. If Customer cancels this Contract after the expiration of the Rescission Period but before construction begins, Customer shall pay to Contractor a cancellation fee equal to thirty percent (30%) of the deposit amount plus all costs incurred by Contractor prior to Contractor receiving written notice of cancellation from Customer. The cancellation fee shall be deducted from the deposit. The difference between the cancellation fee and the deposit shall be paid by Customer to Contractor, or the balance of the deposit, if any, shall be returned to Customer, within fourteen (14) days of cancellation. Once work on the Project has begun, this Contract may not be cancelled, and Customer shall be responsible for the Total Price, even if Customer elects not to have the Project completed. The amounts to be paid or retained by Contractor under this Section shall be deemed liquidated damages, to compensate Contractor for the expenses, lost profits and other amounts incurred, and not as a penalty or forfeiture.
- 3. Site Access, Condition and Restoration.** Customer shall provide Contractor with adequate access to the Project site and all utilities needed to complete the Project. Customer shall be responsible for clearing the entire Project site (including, without limitation, both sides of the proposed fence line, if applicable) of all materials, brush, debris and timbers used to hold back the soil prior to the Estimated Start Date. The Total Price does not include any clearing and any such work shall be billed and paid by Customer at the rate of One Hundred Dollars (\$100.00) per hour. The Total Price assumes that no rock, boulder or other obstructions shall be encountered and that the soils will be of sufficient quality to allow for normal installation processes to be utilized. Customer shall be responsible for all additional labor, materials and equipment required to remove any rock, boulders or other obstructions or to provide such additional foundations for the Project as may be required due to soil conditions. All dirt and other excavated materials shall remain on the Project site and Customer shall be responsible for removing such materials unless otherwise specified herein. Contractor assumes no responsibility for damage to any yard features or landscaping that is moved, disturbed or destroyed during the course of construction. Contractor shall have no obligation to repair or replace yard features, or to reseed or sod the yard. Customer shall be responsible for backfilling any gaps located at the bottom of the fence due to variations in grade.
- 4. Fence Location and Property Boundaries.** Customer bears sole responsibility for the location of the fence. Contractor is not responsible for determining property lines, boundaries, set-backs or easements and is not responsible for any costs associated with removing or replacing any fence that is deemed to be built outside of the property boundaries.
- 5. Project Completion and Acceptance.** The Project shall be deemed completed upon the Contractor's delivery of a Completion and Acceptance Notice which is attached to the invoice. The Project shall be deemed completed by Contractor and accepted by Customer, unless, within five (5) days after delivery of Completion and Acceptance Notice, Customer notifies Contractor in writing of Customer's non-acceptance and the reasons for such non-acceptance.
- 6. Permits and Approvals.** Customer shall be responsible for applying for and obtaining any and all required county or other local government permits, approvals and inspections, Home Owners Association approvals, copies of plat, and signed documents required for permits and other applications, except for any permits, approvals and inspections that are required by law to be requested by or in the name of Contractor or as otherwise specifically provided for herein.
- 7. Locating of Utilities.** Contractor shall be responsible for contacting Miss Utility to identify all participating public underground utilities. Customer shall be responsible for locating all non-participating public utilities and all private underground utilities and systems, such as plumbing (including septic systems and lines), gas lines, cable lines, sprinkler systems, lines and components and wiring. Contractor shall not be responsible for any damage to or the cost of repairing utilities or systems that are not properly marked or identified and Customer shall indemnify and hold Contractor harmless for and from any such costs or damages incurred by Contractor or any third-party as a result of such improper marking or identification.
- 8. Delays.** The Estimated Completion Date represents Contractor's best estimate of the time it will take to complete the Project absent any weather delays, interruptions in labor or material supplies, Acts of God, differing site conditions, payment or other defaults by Customer or other unforeseen circumstances. Accordingly, Contractor does not guarantee that the Project will be completed by the Estimated Completion Date, and shall not be responsible for any delays in completing the Project. In addition, the Total Price assumes and is based upon the uninterrupted construction of the Project. In the event Project is delayed due to the actions, failure to act or defaults of Customer, Customer shall pay to Contractor all additional costs incurred as a result of such delays, including, without limitation, a trip fee of \$150 for each additional trip required to complete the Project.
- 9. Insurance.** Customer shall carry fire, windstorm and other necessary insurance for the property upon which the Project is to be constructed. Contractor will carry workers compensation and liability insurance.
- 10. Warranty.** Contractor will provide labor at no cost to the original owner for replacement of materials considered defective by the manufacturer under the terms and conditions of the manufacturer's limited warranty for the period of one (1) year. Contractor's workmanship is warranted against defects for one (1) year from the date of completion of the Project (the "Warranty Period"), which warranty is expressly conditioned on Contractor's nameplate remaining on the structure and Customer properly maintaining the structure for the full Warranty Period. The materials utilized in the construction of the Project are subject to the applicable manufacturer's warranty, if any, and are not warranted by Contractor. Moreover, Customer has been advised and understands that wood is a natural product and, as such, shrinking, warping, cupping and cracking or checking is normal and to be expected, even with proper maintenance. Such conditions are not covered by Contractor's or manufacturer's warranty. THE EXPRESS WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY CONTRACTOR TO A MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR INTENDED USE. CUSTOMER UNDERSTANDS THAT ANY INK OR STAMP MARKS ON THE MATERIAL ARE FROM THE MILL OR MANUFACTURER AND CONTRACTOR IS NOT RESPONSIBLE FOR THEIR REMOVAL. THIS WARRANTY IS NOT EXTENDED TO OWNER PROVIDED MATERIAL.
- 11. Remedies and Limitation of Liability.** If any of Contractor's workmanship proves defective and Customer provides Contractor with written notice of such defect during the Warranty Period and all other conditions for warranty coverage have been satisfied, Contractor shall repair the Project, which shall be Customer's sole and exclusive remedy. In the event the defect is not due to Contractor's workmanship, but rather due to the failure of the Project materials, it shall be Customer's obligation to secure replacement materials and to pursue all material warranty rights, if any, with the material manufacturer(s). In the event of a warranty repair, the Warranty Period shall not be extended. CONTRACTOR'S OBLIGATION TO REPAIR ANY DEFECTIVE WORKMANSHIP, PURSUANT TO THE TERMS OF THIS SECTION, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES RELATED TO THE CONSTRUCTION OF THE PROJECT AND CONTRACTOR'S OBLIGATIONS AND PERFORMANCE HEREUNDER. CUSTOMER SHALL NOT BE ENTITLED TO ANY OTHER DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY. Under no circumstances shall Contractor's liability hereunder exceed the maximum of (a) the amount of money actually paid by Customer to Contractor, or (b) One Dollar (\$1.00).
- 12. Customer Default.** If, for any reason, Customer fails or refuses to pay the Total Price, or any portion thereof, pursuant to the Payment Terms provided herein or to perform any of Customer's other obligations hereunder, Customer shall be in default. In such case, Contractor shall be relieved of any further obligation under the terms of this Contract, and shall be entitled to retain all funds paid to it through the date of such default and to the immediate payment of the balance of the Total Price. All materials used in the construction of the Project shall belong to Contractor until customer makes full payment of the Total Price. If Customer defaults upon its payment or other obligations hereunder, in addition to Contractor's other rights under this Contract and Virginia law (including, without limitation, the right to file a mechanics lien), Contractor shall be entitled (a) to remove all materials from Customer's property, in addition to exercising all of its other rights under this Contract and applicable state law, and (b) to recover from Customer all costs, fees and expenses (including all legal fees and costs) incurred by it, whether or not litigation is commenced.
- 13. Applicable Law; Disputes.** This Contract and the rights and obligations of the parties hereunder shall be governed and resolved exclusively by the laws of the Commonwealth of Virginia. Exclusive jurisdiction over any and all lawsuits or other actions filed to resolve any disputes arising out of or in any way related to this Contract or to enforce any right hereunder shall be in the General District and Circuit Courts of Loudoun County, Virginia, to which jurisdiction the parties hereby consent.
- 14. Severability.** It is the parties' intention and agreement that, should a court of competent jurisdiction determine that any provision or portion of any provision contained in this Contract is unenforceable, invalid or void, that the balance of the Contract or affected provision, as applicable, be enforced to the full extent possible consistent with the parties' intentions as expressed herein.



FLOYD HAYNES  
8313 TOMLINSON AVE  
BETHESDA, MD 20817

Mr Floyd Haynes  
8313 Tomlinson Ave  
Bethesda, MD 20817



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

Owner's mailing address	Owner's Agent's mailing address
FLOYD HAYNES 8313 TOMLINSON AVE Bethesda, Md 20817	
Adjacent and confronting Property Owners mailing addresses	
Stefanie Klein 8316 Tomlinson Ave Bethesda, Md 20817	
Yuhua Kuang 8309 Tomlinson Ave Bethesda, Md 20817	
Leena Choi 9732 Sorrel Ave Potomac, Md 20854 (8317 Tomlinson Ave)	