

MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	10216 Carroll Place, Kensington	Meeting Date:	4/22/2026
Resource:	Primary One Resource Kensington Historic District	Report Date:	4/15/2026
Applicant:	Melanie Gibbons	Public Notice:	4/8/22026
Review:	HAWP	Tax Credit:	n/a
Permit No.:	1153218	Staff:	Dan Bruechert
Proposal:	Fence Installation and Hardscape Installation		

STAFF RECOMMENDATION

Staff recommends the HPC **approve with one condition** the HAWP application with final approval authority delegated to Staff;

1. The stone specification for the new walkway must be submitted for review and approval.

ARCHITECTURAL DESCRIPTION

SIGNIFICANCE: Primary Resource (1910-1930) within the Kensington Historic District
STYLE: Colonial Revival
DATE: 1916



Figure 1: The subject property is on the west side of Warner Circle.

PROPOSAL

The applicant proposes to remove an existing wire fence, install a new fence, and install a new stone walkway.

APPLICABLE GUIDELINES

Kensington Historic District Guidelines

When reviewing alterations and new construction within the Kensington Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the *Approved & Adopted Amendment to the Master Plan for Historic Preservation: Kensington Historic District, Atlas #31/6 (Amendment)*, *Vision of Kensington: A Long-Range Preservation Plan (Vision)*, *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.

Vision of Kensington: A Long-Range Preservation Plan

The HPC formally adopted the planning study, *Vision of Kensington: A Long-Range Preservation Plan*, and is directed by the Executive Regulations, which were approved by the County Council, to use this plan when considering changes and alterations to the Kensington Historic District. The goal of this preservation plan "was to establish a sound database of information from, which to produce a document that would serve the HPC, M-NCPPC, their staff and the community in wrestling with the protection of historic districts amidst the pressures of life in the 21st century." (page 1). The plan provides a specific physical description of the district as it is; an analysis of character-defining features of the district; a discussion of the challenges facing the district; and a discussion of proposed strategies for maintaining the character of the district while allowing for appropriate growth and change.

Montgomery County Code; Chapter 24A-8

- (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 ensure 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, archaeological, 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
 - (6) In balancing the interests of the public in preserving the historic site or historic resource located within an historic district, with the interest of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.
- (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.)

Secretary of the Interior’s Standards for Rehabilitation:

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STAFF DISCUSSION

The subject property has a two-story front gable house with a full-width front porch. Sometime after 1963, but before the district was established, an addition was constructed on the left side of the house. Carroll Place slopes to the south, and the subject property slopes away from Carroll Place. There is a wire fence along the left property line in the rear. The applicant proposes to remove the existing fence, install a new 5’ (five-foot) tall alternating board fence, and install a new walkway at the front of the house. Staff finds the proposed alterations will not have a substantial impact on the character of the house or surrounding historic district and recommends that the HPC approve the HAWP.

Fence Removal and New Fence

The existing fence is a contemporary feature that is only minimally visible from the public right of way, and its removal should be approved as a matter of course (see *Fig 2*, below).



Figure 2: The existing fence is constructed out of a wire mesh supported by narrow metal posts and is not highly visible from the right-of-way.

The applicant proposes to install 103’ (one hundred three linear feet) of 5’ (five-foot) tall alternating pressure-treated wood fence in place of the existing wire fence on the left side of the house. On the right side of the house, the applicant proposes to install an 11’ (eleven-foot) section of fence, from the house to the property line to the north. The fence on the left side of the house aligns with the rear wall plane of the

non-historic addition. The applicant proposes to install a 4' (four-foot) wide gate on the left side of the house and a 5' (five-foot) wide gate on the right side of the house.

Staff finds the proposed 103' (one hundred three) linear feet of fencing on the left side of the house is in a preferred location, behind the rear wall plane, constructed out of wood, which is a preferred material. The alternating board design of the fence is acceptable and provides a uniform level of finish on both the subject lot and the neighboring property to the south. Staff finds this fence will not have a substantial impact on the open park-like setting of the historic district and recommends the HPC approve the fence to the left of the house under 24A-8(b)(2) and (d), *Standard #2*, and the *Vision of Kensington*.

Staff finds that while the fence on the left does not adhere to the typical requirements for fences forward of the historic rear wall plane (no taller than 48" (forty-eight inches), constructed out of traditional materials, with an open picket design), it is nonetheless appropriate and will preserve the park-like setting of the historic district. This is primarily the case due to the slope of the subject lot. Because the lot slopes away from Carroll Place, Staff finds the 5' (five foot) height will have a reduced impact because it will be lower than 48" (forty-eight inches) from the adjacent sidewalk. Staff additionally finds the wide setback between the house to the north (right) helps to reinforce the district's sense of openness. Staff recommends the HPC approve the fence on the right side of the house under 24A-8(b)(2) and (d), *Standard #2*, and the *Vision of Kensington*.



Figure 3: The subject property (center) viewed from Warner Circle.

Front Walk Construction

Currently, there is a dry-laid stone walk from the driveway to the front-loading front porch stairs. The applicant proposes to remove the existing stones and install a new stepping stone path in the same location and to construct a new walkway that runs from the sidewalk to the front porch stairs. The walkway will be 70" (seventy inches) wide and will be constructed using dry-laid flagstones. The applicant has not yet identified a stone specification for this walk.

Staff finds the proposed walkway is in an appropriate location and suspects that, at one time, there was a walkway from the sidewalk to the front porch stairs. Staff finds the proposed dimensions will not overwhelm the site by introducing too much hardscape. Additionally, Staff finds that a natural stone path

will have some irregular color and an irregular texture, which will help the walkway better blend in with the character of the district. Because the applicant has not identified a specification, Staff recommends that the HPC add a condition for the approval requiring the applicant to submit a detailed specification or precedent image of the selected stone before Staff can issue the HAWP approval documents. With the recommended condition, Staff finds the proposed walkway is consistent with 24A-8(b)(2) and (d), *Standard #2*, and the *Vision of Kensington* and recommends HPC approval.

STAFF RECOMMENDATION

Staff recommends that the Historic Preservation Commission (HPC) **approve with one (1) condition** the HAWP application with final approval authority delegated to Staff;

1. The stone specification for the new walkway must be submitted for review and approval;

under the Criteria for Issuance in Chapter 24A-8(b)(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 Kensington Historic District and the purposes of Chapter 24A;

and with the *Secretary of the Interior's Standards for Rehabilitation #2*;

and with the general condition that the applicant shall present an electronic set 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 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;

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

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

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

Work Item 1: _____	
Description of Current Condition:	Proposed Work:

Work Item 2: _____	
Description of Current Condition:	Proposed Work:

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

MHIC # 25165
800 Rt 3 South
Gambrills, MD 21054



Contract

Invoice Number
 # F 202-441-0919

Cross Street

Building Trust Since 1987
 Ph # 410-544-1987 * Fax Number 410-923-1090 Or Sales@madfence.com

Contract Date 3/31/2026

Buyers Name(s): Melanie Gibbons E/M: ,e;amoegobbpms@comcast.net
 Street: 10216 Carroll Place Job Addr: _____
 City: Kensington MD Zip: 20895 County Montgomery
 Primary # 202-441-0919 Mobile 1 _____ Mobile 2 _____
 Project Manager _____ Number: _____

We Propose to furnish the materials and labor necessary to complete the following:

JOB DESCRIPTION

Approx. 115' of 5' wyngate fence with cap board. Cedar vertical pickets fastened with stainless steel nails. One 4' wide gate. One 5' wide gate. Gates to have a spring. 103' of wire fence along left side removed and hauled away. See page 2 for layout sketch.

Single Gate Style: Solid W/ Sunrise Top

All Posts To Be Pressure Treated Southern Yellow Pine

Gate Posts: 6 x 6 #2 GRD

End,Corner,Line Pos 4 x 4 #2 GRD

Rails: 2 x 4 Pressure Treated #2 GRD

Rails Per Section: 2

Pickets: 1x4 Western Red Cedar (S1S2E)

Approximate Picket Spacing: Approx 2-1/2"

Cap Boards: 1x4 Western Red Cedar (S1S2E)



Post Caps: Cedar Newport

All Posts in Concrete Yes Dry Pack Concrete

Total Fencing Cost: \$6,098.00

Total Options \$1,888.00

Total fencing cost includes material, taxes and labor.

Options:	Total Lf	Cost Lf	Total
Clearing Fence Line	Declined		3.00
Remove & Haul Fence	Declined	103	4.50
Remove & Haul Dirt	Declined		4.00

Leftover post hole dirt raked alongside new fencing

Options Continued

Survey:	Yes	Amount	\$1,250.00
Basic Permit	Yes	Amount	\$175.00

Mid Atlantic Deck and Fence Co, Inc. Will Obtain Basic Permit Or Buyer Will Not Obtain Basic Permit

A variance or any other special requirement(s) or additional costs required, to obtain a basic permit by the county, city or state are not Included

Mid Atlantic Deck and Fence Co, Inc. will be responsible for calling Miss Utility. Buyer is responsible for obtaining all HOA approvals prior to commencement of work. It is the Buyer's responsibility to show the exact location of all fence lines and gate locations prior to the start of the job. Painting and or staining of wood fence is not included. Prices are subject to change prior to signing of contract.

The Approximate Start/completion date Is Contingent upon obtaining all Permits, financing H.O.A., weather and other condition beyond our control
 Approximate Start Date: 4 to 5 weeks
 Estimated Completion Time: 1 day

Competitively Priced, Built To Last Since 1987!! Page 1 of 6

Total Contract Price*	\$7,986.00	Date Paid	Method
1/3 Deposit With Contract:	\$2,662.00	_____	_____
1/3 Due Upon Delivery Of Material:	\$2,662.00	_____	_____
Balance Due Day Of Completion	\$2,662.00	_____	_____

*To offer the most competitive price possible. The Total Contract Price is a Cash/Check Price. We gladly accept VISA, MASTER CARD and American Express. However, due to increased credit card fees. A 3% convenience fee will be added to the final Balance and is NOT included in the Total Contract Price.

Ask your estimator about our great financing options. All financing is based on approved credit.

MHIC # 25165
 800 Rt 3 South
 Gambrills, MD 21054



Fence Contract
 Continued

F 202-441-0919

Building Trust Since 1987

Buyers Name(s): Melanie Gibbons

Date: 03/31/26

Job Description Continued:

Before installation day please have bushes/branches cut back and anything at the fencing areas moved away. If you want to be safe with property lines a surveyor can be referred.

Accepted: Buyer has read and this contract and understands and agrees to be bound by the terms and conditions of this contract attached herein too marked pages 3 and 4

The contract price quoted is good for 7 Days after the date of original price quote and prices are subject to change

Date Of Acceptance:	Authorized Agent:	Steve Crabb
Buyer(s) Signature (s):	Agents Cell Number:	443-679-6024
	Presidents Signature:	<i>Bruce Beauchamp</i>

Buyer Acknowledges and agrees to the terms and conditions of this contract attached herein to marked pages 3 and 4
 Mid Atlantic Deck and Fence Co, Inc. MHIC 25165
NOTE: Buyer to meet and show crew the exact fence and gate locations prior to start of job.

"Notice Of Cancellation"

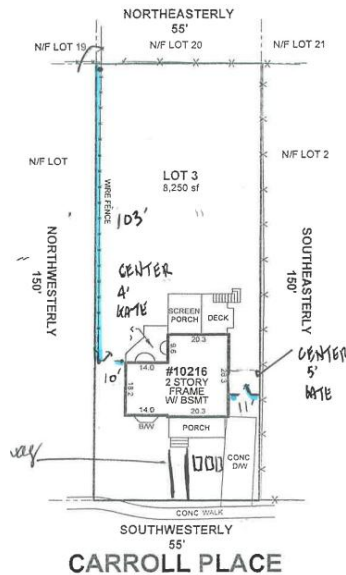
F 202-441-0919

To cancel this transaction, mail or deliver a signed and dated copy of the cancellation notice or any other written notice to Mid Atlantic Deck and Fence (Seller), at **800 Rt 3 South, Gambrills, MD 21054** (Sellers Business address) no later than midnight of the third business day after the date of the execution of this contract. Cancellations after the third business day are subject to a Buyer(s) penalty of 20% of the original contract price.

I hereby Cancel This Transaction:

Buyer (s) Signature (s) _____ Date: _____
 _____ Date: _____

Contract Photos and Notes



Office Use Only: READY TO INSTALL WAITING ON PERMIT WAITING ON PLAT WAITING ON HOA POOL
 WAITING ON MATERIAL NEEDS SURVEY SURVEY ORDERED NEED DUMPSTER ON SITE WAITING ON CONTRACTOR

Job Status Notes



Over 70 Thousand Completed Projects

Material Options / Grades and Species For Our Stick Built Wood Fencing

Pressure Treated Southern Yellow Pine Sizes and Grades.

For more information Ask your estimator for our "Pressure Treated Grading Resource" guide.

- **Gate Posts:** 6x6 # 2 grade and better.
- **End, Corner and Line Posts:** 4x4 # 2 grade and better. Or Optional 6x6 # 2 grade and better.
- **Backer Rails:** 2x4' grade and better.
- **Horizontal Boards for Horizontal, Paddock style and Estate style fences:** 1x4, 1x6 Appearance grade, Formerly known as #1 Grade. We also offer 5/4 and 2x6 boards as an up graded option.
- **Vertical Pickets:** 1x4s are Appearance Grade PET* 1x6s are Appearance Grade PET*
- **Cover Boards:** 1x4s are Appearance Grade PET* 1x6s are Appearance Grade PET*
- **Cap Boards:** 1x4s are Appearance Grade PET* 1x6s are Appearance Grade PET*

NOTE: All of our wood fences are stick built on site. we do not use any pre-assembled big box store fencing.

We invite you to our showroom to see the materials being used on your new wood fence.

* PET means precision end trimmed

Split Rail Fencing

- End Corner and Line Posts: Pressure Treated Southern Yellow Pine.
- 11' Jumbo Rails: Pressure Treated, mixed hardwood species of lumber. Nice big rails.

Pressure Treated Lumber Facts

- Pressure treated southern yellow pine. Is an industry standard in our area for fences, decks and other outdoor projects. Because it is a sap wood its natural characteristics are to warp, crack, twist, split and check. Don't worry it is part of the natural drying process and does not affect the structural integrity of the lumber and is not covered under warranty. Our Pressure Treated Lumber 101 publication explains further. Ask your estimator for a copy.
- Pressure Treated Southern Yellow Pine is chemically treated to resist rot and termite infestation.
- Carries a manufacturer's life time warranty against rot and termite infestation. Ask your estimator for details.

Western Red Cedar Material Options and Grades

- Backer Rails: 2x4s *S4S Appearance Grade *S4S means smooth 4 sides.
 - Horizontal Boards: 1x4 Appearance grade *S1S2E 1x6 Appearance grade *S1S2E
 - Vertical Pickets: 1x4 Appearance grade *S1S2E 1x6 Appearance grade *S1S2E
 - Cover Boards: 1x4 Appearance grade *S1S2E 1x6 Appearance grade *S1S2E
 - Cap Boards: 1x4 Appearance grade *S1S2E 1x6 Appearance grade *S1S2E
- *S1S2E Means smooth 2 edges 1 face / rough sawn back. The rough sawn back is the graded face.

Why is Western Red Cedar A Good Choice

- It is dimensionally stable: It is not a sap wood therefore resists shrinking, warping and splitting
- Excellent Workability: Easy to cut, form and glue.
- It is used for roofing, siding, trim and other higher end outdoor projects including decks and fences.
- Natural Preservatives: One of the most durable woods because of its natural resistance to moisture, decay and insect damage. It is not toxic to children and pets. Its perfect to use around garden areas because there are no toxic chemicals to leach into the soil.
- Receives transparent stains and solid color stains well because they absorb into the wood farther.
- **NOTE:** All of our wood gate frames and braces (pressure treated or cedar fences) are built using 2x4 western Red cedar dimensional lumber. Cedar 2x4s are lighter, dimensionally stable and resist warping and cracking.

MHIC # 25165
800 Rt 3 South
Gambrills, MD 21054



F 202-441-0919



Over 70 Thousand Completed Projects

Our Structural and Workmanship Commitment for wood Fences

- Post hole footings are proper width and depth.
- Proper galvanized fasteners for backer rail to post attachment.
- Vertical pickets are double nailed at each rail using Austrian galvanized ring shank nails. They are made from a single piece of iron that is molded into a nail and do not bleed. Unlike like cheap strand wire nails that rust and bleed all over your new fence.
- Horizontal boards for paddock, estate style fences are triple nailed with twisted or ring shank nails
- Gate hardware is stainless steel powder coated black to prevent rusting and longer durability.
- Gate hinges, latches and alignment adjustments are covered for 5 years after installation.
- Our pressure treated lumber carries manufacturers limited lifetime warranty against rot and termite infestation.
- Western Red Cedar Materials are warranted by Mid Atlantic Deck and Fence for 10 years after installation against rot/decay and termite infestation.

Ask your estimator for our complete "Footer To Finish Commitment"

Our Estimating Process

- Your estimator is engaged and available for the entirety of your project, to make sure it is completed as per our standards and to meet your expectations.
- No high-pressure selling tactics, only honest upfront pricing without the sales gimmicks.
"No sitting in your home for hours"
- Our estimators / project managers have on average a combined 20+ years of experience in the building and construction industry.
- Upon the completion of your estimate, your estimator will offer some of our most popular finance options to help you get your project started.
- As your estimator my goal is to build your confidence in our ability to design your project that meets your needs, fits your budget, and compliments your home.

Payment Terms and Finance Options:

Standard is 1/3 down at signing of contract, 1/3 Upon delivery of material and balance upon completion

OR

No interest No Payments For 12 Months.

No Interest with minimum monthly payments for 18 months.

Our fantastic" Most Popular Option" Reduced Rate Low Monthly Payment Option.

As usual all financing is based on approved credit.

To Offer the most competitive price possible. The Total Contract Price is a Cash/Check Price. We gladly accept VISA, MASTER CARD and American Express. However, due to increased credit card fees. A 3% convenience fee will be added to the final Balance and is NOT included in the Total Contract Price.

Note: All financing must be approved prior to the execution of the contract

MID-ATLANTIC DECK AND FENCE CO, INC.

STANDARD CONTRACT TERMS AND CONDITIONS

Buyer(s) and Mid-Atlantic Deck & Fence Co., Inc. Acknowledge and agree to the following:

1. For the purpose of this contract, BUYER shall be defined as the person(s) signing this contract authorizing the work, or the business entities for whose benefit Mid-Atlantic Deck & Fence Co., Inc.'s services are rendered. Person(s) signing this contract guarantees in his/her individual capacities any monies due and will be personally responsible for payment for all services. If the subject property is owned by more than one person, such as by a husband and a wife or a partnership, and only one of the owners has signed this Contract, the signature of said owner shall constitute that owner's representation that he or she is acting with the authority of all other owners of the property.
2. The parties herein have read and understand the terms of this Contract, including the terms and conditions set forth herein, and agree to be bound by same. This Contract contains the entire understanding between the parties. There are no verbal agreements or additional representations between the parties regarding work to be done under this Contract.
3. Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of the execution of this Contract. Such cancellation shall be in writing and be timely delivered or faxed to Mid-Atlantic Deck & Fence Co., Inc.'s main office. Cancellations after the third business day will subject Buyer to a penalty of 20% of the original contract price.
4. The contract price includes only the work and materials set forth in this Contract. Any changes to this Contract and or modifications the work and or materials to be used must be in writing and signed by both parties. Buyer agrees and understands that additional fees may be due from Buyer if Buyer requests any additional work, changes any materials to be used or makes any other modification to the contract. All such fees must be paid for in full prior to the commencement of such additional work or changes to the original contract. Mid-Atlantic Deck & Fence Co., Inc. shall provide Buyer an "Additional Work Change Order" setting forth the cost of the additional or modified work and or materials prior to commencement on any additional work.
5. Buyer is responsible for advising Mid-Atlantic Deck & Fence Co., Inc. of any underground obstructions not locatable by Miss Utility, such as pipes, sprinkler systems, cables, septic tanks, drain fields, etc. Mid-Atlantic Deck & Fence Co., Inc. shall not be liable to Buyer for damage to any underground obstructions not brought to Mid-Atlantic Deck & Fence Co., Inc.'s attention by Buyer. Buyer is responsible for retaining all Homeowners Association approvals and permits, unless otherwise stated in writing in this Contract. Buyer shall advise Mid-Atlantic Deck & Fence Co., Inc. of the status of any Homeowners Association restrictions concerning construction of fencing.
6. All efforts will be made to complete the project on time. Mid-Atlantic Deck & Fence Co., Inc. shall not be responsible for unavoidable delays occasioned by weather, soil conditions, seasonable business conditions, late shipment of materials or any other conditions beyond Mid-Atlantic Deck & Fence Co., Inc.'s direct control.
7. Fencing will be placed as near as possible to the property line in accordance with Buyer's instructions. Mid-Atlantic Deck & Fence Co., Inc. shall not be responsible for any infraction whatsoever of property lines, disputes or accuracy as to property lines of adjoining lots. Buyer agrees to provide accurate property line information to Mid-Atlantic Deck & Fence Co., Inc. and shall hold Mid-Atlantic Deck & Fence Co., Inc. harmless and indemnify Mid-Atlantic Deck & Fence Co., Inc. from any liability for mistakes or inaccuracies regarding property lines. If necessary, Buyer agrees to have the subject property surveyed and marked prior to the start of work. If Buyer so requests, Mid-Atlantic Deck & Fence Co., Inc. will have a survey completed for an additional and separate fee.
8. Completed fence projects may require re-measurement of the fence lines and gate openings. This will be done on completion of the work and any overages or underage's will be debited or credited from the final sales price. In the event of final punch list items to be performed by Mid-Atlantic Deck & Fence Co., Inc. Buyer shall withhold no more than 10% of the unpaid Contract price until such time as Mid-Atlantic Deck & Fence Co., Inc. shall have corrected the final punch list items.
9. Mid-Atlantic Deck & Fence Co., Inc. will make best efforts to perform its services in accordance with generally accepted local principles and practices of construction services. Buyer recognizes and assumes the inherent risks connected with construction, including construction of decking and fencing projects. Buyer acknowledges that the project area is a construction site and, therefore, it is possible that grass, trees, shrubs, other landscaping, structures and/or items adjacent to the project could be disturbed or damaged. Buyer shall indemnify and hold harmless Mid-Atlantic Deck & Fence Co., Inc. for any such damages, including but not limited to adjoining yard or landscaping, structures, items and property.

MID-ATLANTIC DECK AND FENCE CO, INC.

STANDARD CONTRACT TERMS AND CONDITIONS CONTINUED

10. Buyer(s) specifically agrees and understands that all DIRT left over from the installation of Buyer(s) new fence will be left on the job site. Buyer(s) specifically agrees and understands that should Mid Atlantic Deck and Fence, Inc. be requested to remove DIRT from the job site, Buyer(s) will be charged an additional **4.00** per linear feet of fence for an additional and separate fee, unless otherwise noted in this contract.

11. Buyer Agrees any payment not be made within 15 (fifteen) days from the invoice date, such payments will be subject to an interest charge of 2% (two) per month, which is an ANNUAL PERCENT RATE of 24% (twenty-four percent) per annum, from the date of invoice.

12. All materials used shall remain the property of Mid-Atlantic Deck & Fence Co., Inc. until Buyer has paid all amounts due under the Contract. In the event of default or non-payment by Buyer, Mid-Atlantic Deck & Fence Co., Inc. reserves the right to repossess all materials used in performance of this Contract without recourse by Buyer. Mid-Atlantic Deck & Fence Co., Inc. retains a security interest in the materials until such time as the Contract price is paid in full.

13. Should Mid-Atlantic Deck & Fence Co., Inc. find it necessary to take legal action for nonpayment under the terms of this contract, the Buyer agrees to pay all attorney's fees (33% of unpaid fee or actual fees, whichever are greater) and court costs incurred by Mid-Atlantic Deck & Fence Co., Inc. Court costs shall include but not be limited to: expert witnesses, deposition and subpoena costs, long distance phone calls and filing and copying costs. In the event of a default or non-payment by Buyer, Buyer shall also pay to Mid-Atlantic Deck & Fence Co., Inc. a fee in the amount of 25% of the original balance due.

14. The parties specifically agree that in the event litigation results from a dispute or default under this Contract, Anne Arundel County Courts shall have jurisdiction over the matter. This Contract shall be governed by the laws of the State of Maryland.

15. Buyer agrees to supervise the worksite by keeping persons, pets and property safe and away from the work site and out of the way of the workers, materials and equipment. Buyer agrees that children and unauthorized personnel will be kept away from the job site at all times. Mid-Atlantic Deck & Fence Co., Inc. disclaims any and all liability for any injury to any persons on the job site at any time during the construction process. Buyer waives any claim of liability against Mid-Atlantic Deck & Fence Co., Inc. for injuries occurring to any unauthorized person on the job site at any time during the construction process.

16. Buyer agrees that all pressure treated southern yellow pine carries a limited lifetime warranty against rot and termite infestation. Please ask your estimator for more information as to manufactures warranties. Buyer specifically acknowledges that wood materials used in the installation of the project are a product of nature and, as such are subject to cracking, splitting, warping, shrinking and bowing. Such changes in the wood are part of the woods natural drying process and do not harm the structural integrity of the wood. Therefore, such changes to the wood materials are not warranted and are not subject to replacement or repair by Mid Atlantic Deck and Fence.

Maryland Home Improvement Commission contact information:

Phone number: 1-888-218-5925 Address: 500 North Calvert Street, Baltimore, Maryland 21202

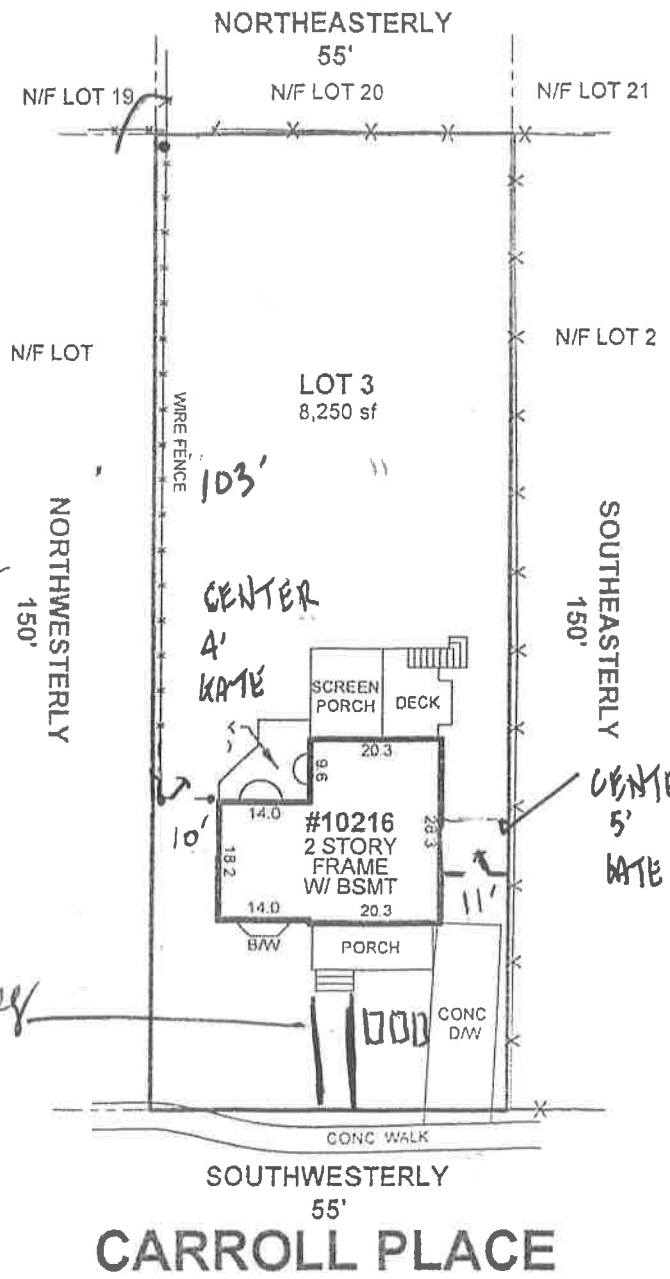
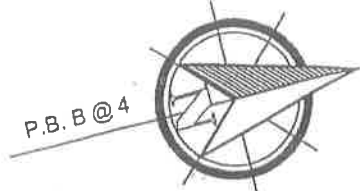
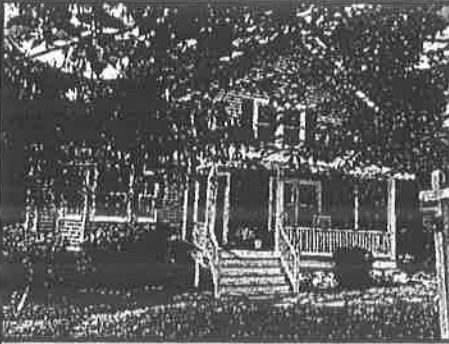
Notice:

1. Formal mediation of disputes between homeowners and contractors is available through the Commission.
2. The Commission administers the guaranty fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors.
3. The Homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the guaranty fund.

THIS DOCUMENT IS CERTIFIED TO:

K V KVS TITLE
+ S LLC

CASE #: 24-KVS-5217



LEG

- X- FENCE
- B/E - BASEMENT ENTRANCE
- B/W - BAY WINDOW
- BR - BRICK
- BRL - BLDG. RESTRICTION LINE
- BSMT - BASEMENT
- C/S - CONCRETE STOOP OR SLAB
- CONC - CONCRETE
- D/W - DRIVEWAY
- UP - UTILITY POLE
- FR - FRAME
- MAC - MACADAM
- WAW - WINDOW WELL
- O/H - OVERHANG
- PUE - PUBLIC UTILITY ESMT.
- PIE - PUBLIC IMPROVEMENT ESMT.

COLOR KEY:

- (RED) - RECORD INFORMATION
- (BLUE) - IMPROVEMENTS
- (GREEN) - ESMTS & RESTRICTION LINES

LOCATION DRAWING OF:
#10216 CARROLL PLACE
LOT 3
BLOCK 8 CC
KENSINGTON PARK
PLAT BOOK B, PLAT 4
MONTGOMERY COUNTY, MARYLAND
 SCALE: 1"=30' DATE: 10-04-2024
 DRAWN BY: B.G. FILE #: 249022-807

SOUTHWESTERLY
55'
CARROLL PLACE

