#### BOARD OF APPEALS for MONTGOMERY COUNTY

100 Maryland Avenue, Suite 217 Rockville, MD 20850 (240) 777-6600

http://www.montgomerycountymd.gov/boa/

#### **CASE NO. A-6897**

#### <u>PETITION OF STEVEN E. DAVIS AND SUSAN NOBLE DAVIS</u>

#### **NOTICE OF HEARING**

Please take notice that the Board of Appeals for Montgomery County, Maryland, will hold a public hearing in the Stella B. Werner Council Office Building Second Floor Davidson Memorial Hearing Room, at 100 Maryland Avenue, Rockville, Maryland, on Wednesday, the 18<sup>th</sup> day of December, 2024, at 9:30 a.m., or as soon thereafter as this matter can be heard, on the application filed pursuant to Section 59.7.3.2.A of the Zoning Ordinance. As a property owner applying for the variance, you must attend the public hearing or have counsel appear on your behalf. If you have an architect, contractor, or engineer, they are welcome to appear and testify at the hearing, but can only do so if you or your attorney are present.

The proposed construction of a screened porch requires a variance of eight (8) feet as it is within seventeen (17) feet of the rear lot line. The required setback is twenty-five (25) feet, in accordance with Section 59.4.4.8.B.2 of the Zoning Ordinance.

The subject property is Lot 42, Block C, Beverly Farms Subdivision, located at **12001 Coldstream Drive, Potomac, Maryland 20854** in the R-90 Zone. (Tax Number Account No. 04-00126651)

Notices forwarded this <u>15<sup>th</sup> day of November 2024</u>, to:

### **Steven E. Davis and Susan Noble Davis Constantin Noroi**

Cliff Royalty, Associate County Attorney
Elana Robison, Associate County Attorney
Washington Suburban Sanitary Commission
State Highway Administration County Board of Education
Contiguous and confronting property owners
Local Citizens Associations

Case No. A-6897 Page 2

County Board of Appeals

Barbara Jay

Executive Director

All parties who make submissions, after an initial filing, in Special Exception, Variance and Administrative Appeals cases, must furnish copies of the submission to all other parties in the case. For the purpose of this requirement, a party includes: (1) Counsel of record who have formally entered their appearance; (2) Any person to whom the Board of Appeals has granted Intervener status; and (3) The Applicant, Petitioner or Appellant in the case.

Submissions must be accompanied by a written statement certifying that copies have been sent to all parties. Effective September 6, 2002, failure to supply such written certification will result in refusal of the submission.

Case files are available for public review at the office of the Board of Appeals, Monday through Friday, 8:30 a.m. – 4:00 p.m.

BOA Form 2 (Revised 10/29/14)

#### BOARD OF APPEALS FOR MONTGOMERY COUNTY, MARYLAND (240) 777-6600

Docket No. A	6897		
Date Filed			
Hearing Date	12-18-24		
Time	9:30 a.m.		

#### PETITION FOR VARIANCE UNDER ZONING ORDINANCE

(Please Note Instructions on Reverse Side)
Name of Petitioner(s): Steven E. and Susan Noble Davis
Address of Petitioner(s): 12001 Coldstream Dr. City Potomac Zip 20854
Description of property involved: Lot 42 Block Parcel 7836 Subdivision Beverly Farms
Street and No. 12001 Coldstream Dr. City Potomac Zip Zo854 Zone Classification
Appellant's present legal interest in above property (check one): Tax Account No. 00/26651  Owner (including joint ownership)Other (describe)
If not owner, name and address of owner:
What variance is requested, and what is the pertinent section of the Zoning  Ordinance? To allow a reduction in the required rear yard setback from 25-feet (required by the R-90 zoning district) to 16-feet in order to build an attached screened porch addition to the existing home structure.  Check existing reason(s) why the Ordinance requirement(s) would result in practical difficulties for property owner:
Describe this property's extraordinary situation or peculiar conditions compared to neighboring properties: The lot shape with Small rear yard, sloped to pography as well as the presence of a mature thee adjacent to the rear property line places extraordinary limits on building footprint options.  How will the peculiar condition described above result in practical difficulty if the requested variance is not granted? The Z5-foot Setback makes it impossible to build any practical attached structure.
Date of recording of plat of present subdivision:; or, if property is un-subdivided, date on which deed recorded, or state that such deed was first recorded prior to March 6, 1928:
Has any previous variance application involving this property been made to the Board of Appeals? $\mathcal{N}_{o}$ . If so, give Case Number(s):
I have read the instructions on the reverse side of this form and am filing all required accompanying information. I hereby affirm that all of the statements and information contained in or filed with this petition are true and correct.  (Susan Noble N
Name of Attorney/Agent (Print Name next to Signature) Signature of Petitioner(s) (Print Name next to Signature)
Address of Attorney  Address of Petitioner 301-983-1238 301-943-7500 Sdavis.emailz@
Phone Number Email Address Home Phone Work Phone Email Address gmail.com (OVER)

### Justification Statement Variance Request for Rear Setback Reduction

#### 1. Applicant Information:

Name of the Property Owners/Petitioners: Steven and Susan Noble Davis Contact Information:

Steven Davis: 301-943-7500 / sdavis.emailz@gmail.com

Susan Noble Davis: 301-412-1880 / susannobledavis@gmail.com

#### 2. Property Description:

Property Address: 12001 Coldstream Drive, Potomac, MD 20854

Land Area: Map CQ12, Block C, Lot 42, Plat No 7836, Tax Number 00126651

**Zone**: Residential, R-90 (see attached 4\_DAVIS\_Zoning\_Map.pdf)

Lot Size: 10,420 sq. ft, dimensions – 122' (east/rear) x 99' (south/right) x 80' (west/front) x

117' (north/left). See attached Survey Plat, 11\_DAVIS\_Survey\_Plat.pdf.

**Lot Shape:** Our lot has an irregular shape; partly because it is situated between a curved road (Coldstream Drive) and the straight-line boundary formed by the rear County park land. The property is a modified 'wedge-shape' with the right side of the wedge approximately 18-feet shorter; which limits the rear yard area.

**Existing Structures:** Along with the principal residential building (house) with rear brick patio, there is a detached single-car garage. A wooden fence encloses the rear yard and runs the length of the rear property line along Beverly Farms Local Park wooded and field areas.

**Topography:** The rear of the lot slopes up (as much as 20-degrees near the property line) while the front of the lot slopes down (driveway to carport is approximately an 11-degree slope). Also, a mature silver maple tree grows near the rear property line. Both the topographical features and large tree affect building options.

**Special Features**: The rear of the property is adjacent to Beverly Farms Local Park which is partially wooded and has baseball diamonds and open fields for soccer and other recreational activities. The wooded area is directly behind the proposed building site with a down-sloping transition to the open field. An approximately 65-foot 'buffer zone' with dense trees planted for noise abatement separates our property from the improved parts of the field where recreational activities take place.

**Property Boundaries**: The property is bounded to the east side (rear) by Beverly Farms Local Park and to the west (front) by Coldstream Drive. The north side of the property, furthest from the building site, is bounded by property owned by Mr. and Mrs. David Itskevitch (12003) and the south side of the property is bounded by property owned by Mr. and Mrs. Jack Demitz (11921). See attached 5\_DAVIS\_Vicinity\_Map.pdf with zoning vicinity map and SDAT printouts.

**Included Photos**: To get a better picture of the various features and placement of the planned screened-in porch, photos of the rear area are attached as, 6\_DAVIS\_Rear\_Yard\_Photos.pdf, "Rear Yard Photos - Features and Planned Location."

**No Alterations:** We purchased the property in 2009 and have made no changes or additions to the back yard area. Also, we have not previously requested a variance of any kind. Thus, we are not responsible for the unique conditions peculiar to the property.

#### 3. Project Description:

We intend to build a slightly raised deck/porch with roof attached to the primary residence enclosed with screens for the enjoyment of the outdoors and to mitigate risks from biting insects. We describe this structure as a "screened-in" porch. See Building Plans,(from Montgomery Decks), 3\_DAVIS\_Building\_Plans.pdf.

**Dimensions**: 13-feet (width) by 12-feet (depth). The footprint of the proposed structure coincides with our existing rear brick patio footprint.

**Structure**: The structure will be a gable roof-style screened-in porch with a pressure-treated frame, Trex composite deck flooring, vinyl railing, and fiber screen enclosures. The roof will be finished with durable asphalt shingles, making this screened porch blend with the existing primary structure.

**Location**: The new structure will be located behind the rear building line of the principal building. The sides of the new structure will be within the required property setbacks on either side. The right side will be aligned with primary structure 25-feet from the property line and the left side will be more than 70-feet from the property line. The rear of the structure which will face the public park wooded area will be 16-feet from the rear property line (extending 9-feet into the rear setback). Therefore, the proposed screened porch would result in a rear setback along the park property of 16-feet, where 25-feet is normally required.

#### 4. Variance Request:

**Current Zoning Laws: Chapter 59 of the Montgomery County Zoning Ordinance** 

**Setback Defined**: In Section 4.1.7, "Measurement and Exceptions", B. "Placement", 1. "Structure Setbacks, a. "Defined": "A structure setback is the minimum distance that a principal building or accessory structure must be located from a specified lot line or right-of-way."

**Required Setback**: Further, in Section 4.4.8. "Residential – 90 Zone (R-90)", B. "R-90 Zone, Standard Method Development Standards", 2. "Placement", the applicable rear setback for our property is 25-feet.

**Setback Encroachments**: In Section 4.1.7., "Measurement and Exceptions", 5, "Setback Encroachments", a Building Features, ii. Any roofed and unenclosed steps or stoop may project a maximum of 3-feet into any side setback, or any side street setback of less than 25-feet and may project a maximum of 9-feet into any front setback, rear setback, or any side street setback where the side street setback is a minimum of 25-feet. Any roof covering unenclosed steps or a stoop may project a maximum of 3-feet into any setback.

Accessory Structures Defined: In Section 3.7.4., "Accessory Miscellaneous Uses", A. "Accessory Structure", 1. "Defined: Accessory Structure means a structure subordinate to and located on the same lot as a principal building, the use of which is incidental to the use of the principal building or to the use of the land. An Accessory Structure is not attached by any part of a common wall or common roof to the principal building.

**Accessory Structure Setbacks**: Section 4.4.8 "Residential - 90 Zone (R-90)", B. "R-90 Zone, Standard Method Development Standards", 2. Placement, under "Accessory Structure Setbacks (min)": Minimum Rear setback is 5-feet.

**Accessory Structure Location:** Section 4.4.8 "Residential - 90 Zone (R-90)", B. "R-90 Zone, Standard Method Development Standards", 2. Placement, under "Specifications for Accessory Structure Setbacks", a.: "In addition to the front setback minimum, any accessory structure must be located behind the rear building line of the principal building."

#### Interpretation:

Our plan is to build an attached structure that is not classified as an Accessory Structure. Although the Setback Encroachment for attached structures allows for a 9-foot reduction of the rear setback (exactly as we need for the screened-in porch), it specifically excludes adding screens which then classifies the structure as 'enclosed'. Therefore, there are two options to consider: to request a variance to add screens to our unenclosed porch OR to request a 9-foot reduction of the setback for the screened-in porch. Both of these options have the same effect.

#### **Specific Variance Request:**

We are requesting a variance to allow a rear setback of 16-feet to the adjacent wooded park property to build an attached screened-in porch, which is a reduction of 9-feet from the required 25-foot rear property setback as per Chapter 59, Section 4.4.8.B.2 of Montgomery County Zoning Ordinance.

#### 5. Justification for Variance:

#### **Topology**

Due to the property shape, topology, and natural features, building options for a screened porch are limited. The rear of the lot slopes up (as much as 20-degrees near the property line) while the front of the lot slopes down (driveway to carport is approximately an 11-degree slope). Also, a mature silver maple tree grows near the rear property line. The 25-foot rear setback requirement restricts us from constructing any practical structure in the rear yard, which impedes the effective and efficient utilization of the property.

#### **Ineffective Drainage Swale**

In 2012, Beverly Farms Elementary school was re-built. Along with the school, the adjacent property, Beverly Farms Local Park, was re-graded, a geo-thermal well system was installed, and the field is now home to much recreational activity. Along with the regrading, a grass swale was planned (see attached Muse Architects, Civil Site Plan, C-3.0, 3 May, 2011, "Grass Swale Cross Section", 7\_DAVIS\_BFES\_Civil\_Site\_Plan.pdf) that would run along our rear property line to collect water that originates from the higher wooded elevation to the right of our property. The collected water would then continue along the back edge of our property and eventually drain to the field to the left (where the power line towers reside).

We don't believe this swale was implemented properly or at all since there are tree roots and uneven topology where the swale should be. Unfortunately, when it rains, water collects just behind our property where the swale is supposed to carry water away (see attached photos, "Standing Water in Beverly Farms Local Park", 8\_DAVIS\_Standing\_Water\_BFLP.pdf). The photos in the attachment were taken just beyond our rear property line and shows just how much standing water collects when it rains. Since this pooling is at a higher elevation, the water finds its way down hill to our property creating excess water in our back yard. We have sump pumps at each rear corner of our house to pump water away from our foundation in hard rains because of the excess water.

Another consequence of this unfortunate drainage is the amount of mosquitos and gnats that we experience in our yard because of the standing water. The "bug problem," as we call it in our household, prevents us from enjoying our existing backyard, open-air patio.

The Montgomery County web site (https://montgomerycountymd.gov/mosquito/) states:

"Over the past two decades, mosquitoes have gone from being a nuisance to a larger public health concern in Montgomery County. Now more than ever, there is need for education and public awareness on mosquitoes, their biology, and how to reduce breeding areas. By understanding where mosquitoes breed and what action everyone can take, we can all have more peace of mind and prevent health concerns such as West Nile and Zika virus."

Malaria was also added to the list of health concerns recently on the same web site page. The site goes on to say,

"...removal of standing water sources and scrubbing of containers is so important to reducing mosquito populations."

Since it would be up to the county to improve the drainage and remove the standing water where the swale is supposed to be, we as homeowners must proceed to the next set of recommendations from the County web site: under the "Reducing Exposure to Mosquitoes" section of the site, the first item on the list is, "Prevent Mosquitoes From Getting in the House" by, "Have screens on windows and doors."

We consider this situation of standing water and the ineffective drainage that was not properly implemented for proper water management a hardship that should be considered for our variance request. We believe the excess water contributes to the increased insect population in our immediate area. In order to keep our family safe and to follow the county recommendations for preventing disease, we need to enclose the proposed porch with screens.

#### **Public Park Buffer Zone**

Immediately behind our property, Montgomery County Parks installed a baseball diamond and backstop structure in 2013 that is approximately 65-feet from our rear property line. Between the backstop and our rear fence there are some dense trees in this 65-foot 'buffer zone'. The trees were planted (or maintained) to reduce the noise from recreational activities. Likewise, any noise that originates from our property is also be reduced and does not cause issue in the park area.

The County park presents a unique situation where there are no residential properties behind our property and the park has a wide buffer zone that creates additional separation for noise abatement (and the prevention of the occasional rogue baseball or soccer ball). Although these facts are not considered 'hardship', the unique situation should further justify the reasonable and minimal amount of setback variance we are requesting.

#### **Noise Mitigation**

After learning that the same attached structure could be approved without screens (via Section 59.4.1.7.B.5, allowing a 9-foot encroachment), we sought clarification from a County zoning official. He explained that "noise" was the primary reason for restricting screened-in attached structures, as they tend to be used more frequently, leading to potential complaints from neighbors.

However, in our specific case, noise concerns are effectively mitigated by the unique characteristics of our property. The rear of our lot is adjacent to a park buffer zone, which provides a natural sound barrier, while a detached garage on the right side acts as a buffer between the proposed structure and our closest neighbor. Additionally, there is significant distance between the proposed structure and our neighbors to the left. The main source of noise in our area comes from the recreational activities in the park, which are the very reason the buffer zone was established. This buffer zone not only helps reduce noise but also justifies the placement of our screened-in porch given the unique conditions of our property.

It also seems illogical that moving the structure just 6 feet away from the house, bringing it closer to the property line (as permitted under 4.4.8.B.2, "Accessory Building Setbacks") would suddenly make screening permissible with no noise concerns, even without the natural mitigations present on our lot.

Given that a detached structure is not practical for our property due to several constraints, we believe that the noise-mitigating factors on our lot (the buffer zone, detached garage, and distance from neighbors) make the proposed attached screened-in porch less of a concern than even a permissible detached structure with screening.

#### **Practical Difficulty:**

The required setback of 25-feet would limit any attached and screened construction to a depth of only 3-feet; which is not a practical option.

Another option would be to consider a detached structure. According to R-90 zoning regulations, the rear setback for a detached structure is 5-feet. Per the guidelines, a structure must be at least 6-feet apart to be considered detached. This would bring the construction closer to the existing tree, which could be damaged by post footing excavation (particularly given its mature root zone), complicate digging and drainage, and may result in footing plan County permit revisions. Moreover, the slope rises significantly near the rear property line, which would elevate the structure or require significant excavation and further drainage. A raised structure would detract from the seamless appearance of a screened porch aligned with the ground and the entry/exit doors of our home.

Aside from the described complications, a detached structure would not blend with the existing primary structure; like trying to squeeze a misfit structure in a confined space. In our opinion, this would devalue the property instead of enhancing the property with a structure similar to comparable houses in our neighborhood.

#### **Minimum Necessary**

We have limited the overall size of the screened porch to enable a minimal setback reduction request. The 9-foot encroachment aligns with the accepted encroachment for a screen-free structure. The 16-foot setback is the minimum necessary to achieve the desired use without overburdening the property or making an unreasonable request.

#### No Harm to Public Welfare

Granting the variance would not negatively affect surrounding properties or the general neighborhood character. The requested reduction would not infringe on neighbors' privacy, safety, or enjoyment of their own property.

#### **Consistency with Neighborhood Character**

The screened porch will be designed to harmonize with our existing home and other structures in the area, maintaining the aesthetic quality and residential character of the neighborhood. The required setback of 25-feet precludes the construction that is otherwise typical in the community. The setback gives no room to build a minimally sized screened-in porch as measured by comparable houses in the neighborhood.

#### 6. Impact Analysis

**Effects on Neighbors**: This attached screened porch project will enhance the neighborhood with a contemporary and stylish home addition. The development was designed to complement the existing surroundings while ensuring that it does not obstruct neighbors' views or sunlight. The fact that the rear property is a wooded public park with an obvious 'buffer zone' further limits the impact on neighbors; since the nearest

neighboring property is non-residential. As further evidence, we have attached letters from both abutting neighbors in support of our project. See 9\_DAVIS\_Demitz\_Letter.pdf and 10\_DAVIS\_Itskevich\_Letter.pdf.

**Environmental Impact**: The construction of the proposed new screen porch, if approved, is designed to have no adverse impact on the environment. The project will not require the removal or damage of any trees. Additionally, the screen porch will be equipped with an effective drainage system to improve proper water management.

**Compliance with Master Plan**: Like every community, there is a desire for enhanced building features that include an inviting outdoor living space to fully enjoy the beautiful seasons. A screened-in porch adjacent to our house aligns perfectly with this objective, providing a seamless integration with the overall vision and property value.

#### 7. Supporting Documents:

Along with this Justification Statement, the following supporting documents are included:

- 1. Building Permit Denial (5/30/2024) [file: 1\_DAVIS\_Deniel\_Letter.pdf]
- Contract Agreement (between Montgomery Decks and Susan Davis) [file: 2\_DAVIS\_Contract\_Agreement.pdf]
- 3. Building Plans (from Montgomery Decks, 16 pages) [file: 3\_DAVIS\_Building\_Plans.pdf]
- 4. Montgomery County Zoning Map (for Account #00126651) [file: 4\_DAVIS\_Zoning\_Map.pdf]
- 5. Vicinity Map and Adjacent Properties [file: 5 DAVIS Vicinity Map.pdf]
- 6. Photos: "Rear Yard Photos Features and Planned Location" [file: 6\_DAVIS\_Rear\_Yard\_Photos.pdf]
- 7. Muse Architects, Civil Site Plan, C-3.0, 3 May, 2011 (see planned "Grass Swale Cross Section") [file: 7\_DAVIS\_BFES\_Civil\_Site\_Plan.pdf]
- 8. Photos: "Standing Water in Beverly Farms Local Park" [file: 8\_DAVIS\_Standing\_Water\_BFLP.pdf]
- 9. Letter of Support from Mr. and Mrs. John Demitz (abutting property to the right) [file: 9\_DAVIS\_Demitz\_Letter.pdf]
- 10. Letter of Support from Mr. and Mrs. David Itskevich (abutting property to the left) [file: 10\_DAVIS\_Itskevich\_Letter.pdf]
- 11. Survey Plat showing with screened-in porch location [file: 11\_DAVIS\_Survey\_Plat.pdf]

#### 8. Conclusion:

Our property size, shape, topology, and other natural features significantly constrains the available buildable options to add an attached structure to the rear of our home.

We have made our best efforts to create a plan to build a minimally-sized screened-in porch attached structure. However, with the installation of screens for safety, our plan requires a 9-foot encroachment into the required 25-foot rear setback. This requested variance is the minimum necessary to overcome the practical difficulties created by the conditions of our property.

With the rear of our property adjacent to a wooded area and recreational field (non-residential lot) with wide 'buffer zone' we consider these special features to be an exceptional context for approval of our requested variance.

Additionally, with the letters of support from our neighbors on both sides of our property, we conclude that granting the variance will not be averse to the use and enjoyment of abutting properties.

Finally, we are fully willing to comply with any reasonable conditions the Board of Appeals may impose to address any concerns related to the variance request.

Respectfully submitted,

Steven and Susan Davis

Subject: Variance Request for Rear Setback Reduction

Applicant: Steven and Susan Davis

Property Address: 12001 Coldstream Drive, Potomac, MD 20854

Zoning District: R-90

Dear Montgomery County Board of Appeals,

We are writing to respectfully request a variance to reduce the rear setback requirement from 25-feet, as allowed under Montgomery County Zoning Ordinance Section 4.4.8.B.2, to 16-feet. This 9-foot encroachment would enable the construction of a modest screened-in porch attached to the rear of our primary residence.

While Section 4.1.7.B.5.a.ii allows a 9-foot setback encroachment for certain attached structures, this does not account for the increased necessity of screened enclosures. Due to the well-documented public health risks posed by mosquitoes, including concerns highlighted by the Montgomery County website, the inclusion of screens is essential to protect our family from insect-borne diseases while enabling us to enjoy our outdoor space.

Additionally, the unique characteristics of our property—specifically its upslope topography and natural features—significantly limit alternative placement or design options for the porch. We also believe the approximately 65-foot 'buffer zone' created by the adjacent County park land, which separates our property from active park areas, offers an exceptional context for considering this variance. The porch's placement will not encroach on any neighboring properties or public spaces, ensuring minimal impact on the surrounding community.

Our aim is to create a functional, aesthetically pleasing outdoor space that blends with the neighborhood while providing essential protection from biting insects. We are confident that granting this variance will neither negatively impact the character of the neighborhood nor compromise the public welfare that zoning ordinances safeguard. We have included a site plan and supporting documents for your review and consideration.

Thank you for your time and consideration of our request.

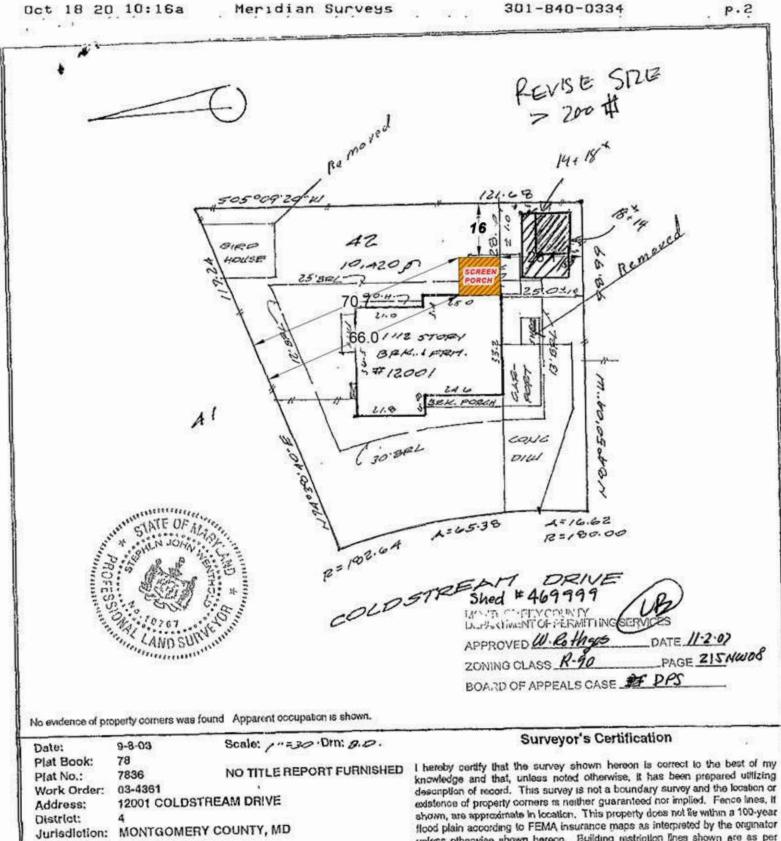
Sincerely,

Steven and Susan Davis

301-943-7500

Encl:

Justification Statement and Supporting Documents



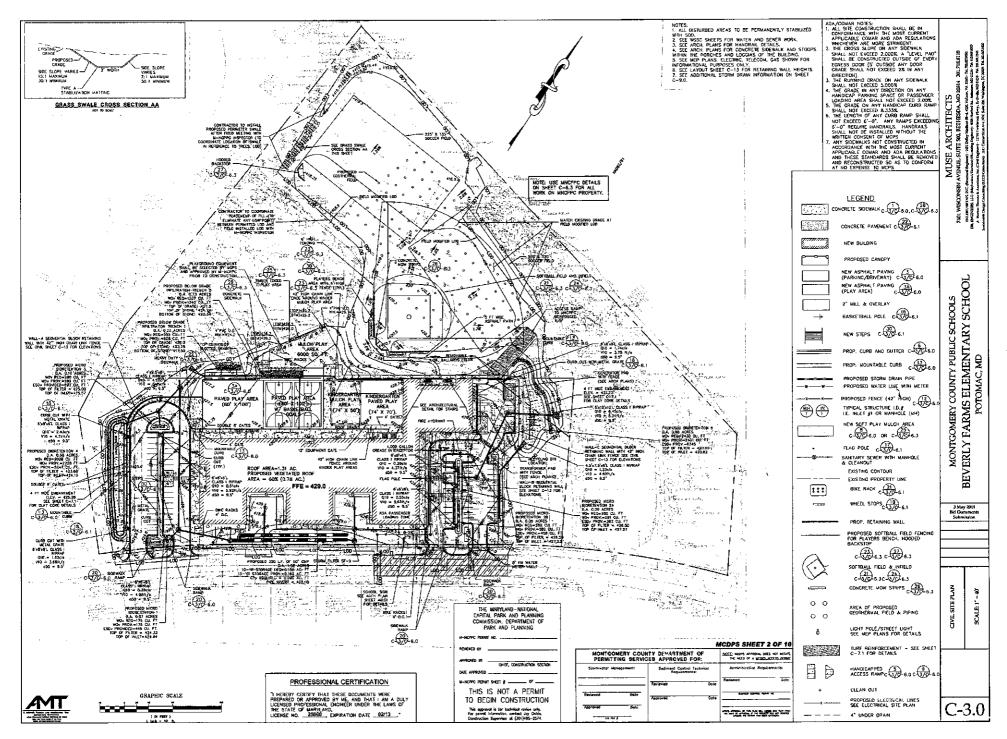
LOCATION DRAWING LOT 42, BLOCK C BEVERLY FARMS

NOTE. This plat is of benefit to a consumer only a sofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or refinancing. This plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements. This plat 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

shown, are approximate in location. This property does not lie within a 100-year flood plain according to FEMA insurance maps as interpreted by the originator unless otherwise shown hereon. Building restriction lines shown are as per available information and are subject to the interpretation of the originator.

Stephen Thenthold

Meridian Surveys, Inc. 811 Russell Avenue Sulte #303 Gaithersburg, MD 20879 (301) 721-9400





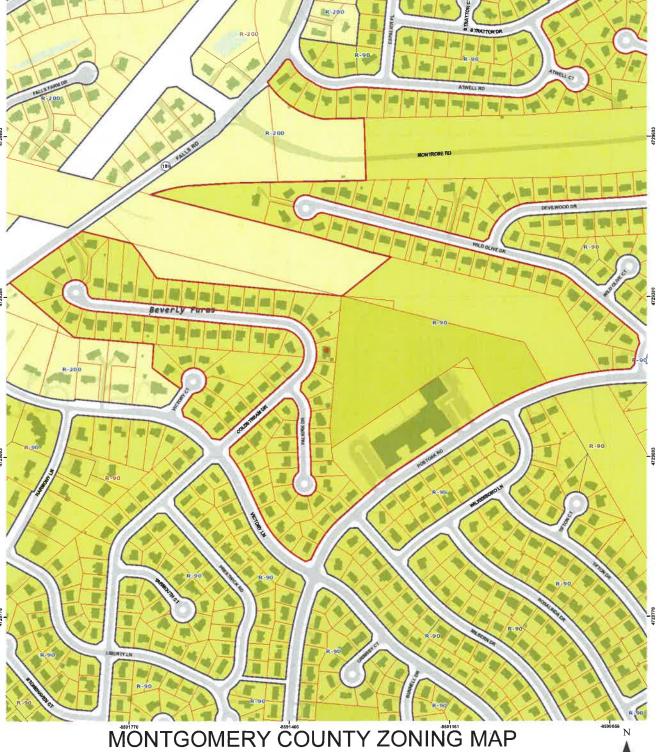
Marc Elrich
County Executive

Rabbiah Sabbakhan *Director* 

#### **BUILDING PERMIT DENIAL**

The Department of Permitting Services cannot issue a building permit for the property indicated below without a variance from the Montgomery County Board of Appeals.

NAME:	Steven Davis Susan Noble		
ADDRESS:	12001 COLDSTREAM DR POTOMAC, MD 20854		
LOT - BLOCK	K: 42 - C		ZONE:R-90
THE VARIAN	NCE REQUEST IS FOR		
N	EXISTING STRUCTURE	Y	PROPOSED STRUCTURE
N	NON-CONFORMING	N	NON-COMPLYING
N	NEW SINGLE-FAMILY DWELLING		
TYPE OF COM	NSTRUCTION:		
Y	ROOM ADDITION	N	SWIMMING POOL
N	PORCH	N	DECK
N	SHED	N	FENCE/RETAINING WALL
N	ACCESSORY STRUCTURE	N	GARAGE/CARPORT
N	OTHER		
The proposed of	construction requires a 8.00 ft. variance as it is	vithin	17.00 ft. of the rear lot line.
The required so	etback is 25.00 ft. in accordance with Section 5	9-4.4.8	-B-2.
The required so	um of both side yards is 0.00 ft. in accordance v	vith Se	ction 59
The proposed of	construction reduces the sum of both sides to 0.	00 ft.,	creating a violation of 0.00 ft.
The proposed on N/A	construction requires a variance from the Exem	otion f	rom Controls, Section 59-B as follows:
The proposed of	construction is a screened porch		
Delvin	L Daniels	<u>5/.</u>	30/2024
Signature			Date



TDR Overlay Zo

Parking District

Parcel, Lot, Block N/A , 42 , C

The Maryland-National Capital Park and Planning Commission 250 500 750

Tier 1: Sewer existing

POTOMAC SUBREGION 2002

Montgomery County Planning Department

12001 COLDSTREAM DR POTOMAC, 20854 Arts & Ent. Dist Single Family Detached Special Tax District Urban Renewal Area Metre Station Policy Area Zone Overlay Zone

Septic Tier

WSSC Grid	215NW08
Map Amendments	G-247 G-800 G-956
Water/Sewer Categories	W-1 / S-1

I certify that this document is a copy of the official Montgomery County Zoning Maps as downloaded on 6/10/2024 from mcatlas.org/ zoning.





Printed: 6/10/2024

1 inch = 250 feet

EXHIBIT NO.

1,000

1,250 Feet



22" DIAMETER FOOTING HOUSE FOUNDATION DEEF 8" CONCRETE BASE MIN

22" DIAMETER FOOTING 30" DEEP 8" CONCRETE BASE MIN

 $\boxtimes$ 

DIEMETER FOOTING DEEP CONCRETE BASE

128.

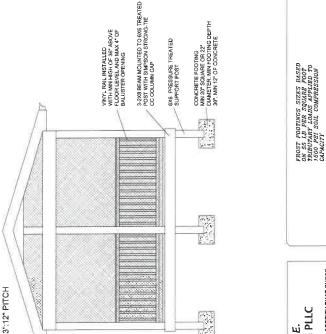
(B)

ETEAVLION

DATE: 05/01/2024 POROMAC MD 20854

VDDKEZZ: 15001 COTDZIKEVW DKINE

10B NAME: SUSAN DAVIS



7-7

..916-.Z

SHINGLE ROOF

3-2X10 TREATED BEAM

PORCH DOOR

17

"8-'8

HEAVY DUTY FIBER SCREEN

8.-3<mark>18</mark>.

VINYL RAILS

(6) SIMPSON STRONG-TIE DTT ZMAX PER LEDGER BOARD

"9-,Z





LICENSE NO: 68638
EXPIRATION: 12/13/2028
DATE: 02/19/2024
PROJECT: SUSAN DAVIS
SYGNATURE: DANIEL C. KAUFMAN

EXHIBIT NO.

CUARD RAILS TO BE 36" HICH WITH LESS THAN 4" OPENINGS PER IRC CODE ALL DECK HARDWARE TO BE CORROSION RESISTANT AND INSTALLED PER MANUFACTURERS INSTRUCTIONS STAIRS TO BE BUILT MAX 7-8/4" RISE 10" MIN RUN PER IRC CODE

2x8 LEDGER BOARD FLASHED
JOISTS TO BE 2x8 SYP TREATED INSTALLED 12" O.C.
BEAMS TO BE 3-2x8 SYP TREATED NAILED
SUPPORT POSTS TO BE 6x6 SYP TREATED W/ THRULOK BOLTS

DECKING TO BE 5/4x6 TREX

BASED ON 2018 INTERNATIONAL RESIDENTIAL CODE AS AMENDED BY MONTCOMERY COUNTY 9"-12' ELEVATION

EKAMING PLAN

DATE: 05/01/2024 POROMAC MD 20854

VDDHEZZ: 15001 COTDZLKEVW DKINE

10B NYME: RORAN DANIR



6X6 TREATED BEAM POST 6X6 TREATED PORCH BEAM POST 3-2X8 TREATED BEAM 3-2x8 TREATED BEAM 6X6 TREATED BEAM POST 2X8 TREATED JOIST BLOCK 2X8 TREATED JOIST 2X8 TREATED JOIST 15.-0.

# DANIEL C KAUFMAN, P.E. COBBLE COURT ENGINEERING PLLC



GUARD RAILS TO BE 36" HICH WITH LESS THAN 4" OPENINGS PER IRC CODE ALL DECK HARDWARE TO BE CORROSION RESISTANT AND INSTALLED

DECKING TO BE 5/4x6 TREX

228 LEDCER BOARD FLASHED
JOISTS TO BE 228 SYP TREATED INSTALLED 12" O.C.
BEAMS TO BE 3-2248 SYP TREATED NAILED
SUPPORT POSTS TO BE 626 SYP TREATED W/ THRULOK BOLITS

PER MANUFACTURERS INSTRUCTIONS STAIRS TO BE BUILT MAX 7-3/4" RISE 10" MIN RUN PER IRC CODE

"PROFESIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FRANCO OR APPROVED BY ME, AND THAT I AND A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAW OF THE STATE OF MARYLAND.

	SIAIE OF MARYLAND."					URE: DANIEL C. KAUFMAN
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22" DIAMETER FOOTING HOUSE FOUNDATION DEEP 8" CONCRETE BASE MIN PROST FOOTINGS SIZES BASED ON 55 LB PER SQUARE FOOT TRIBUTARY LOADS APPLIED TO 1500 PSI SOIL COMPRESSION CAPACITY  $\boxtimes$ 22" DIAMETER FOOTING 30" DEEP 8" CONCRETE BASE MIN  $\boxtimes$ (20)

DIAMETER FOOTING DEEP CONCRETE BASE

12" 30"

○ CUARD RAIL STRUCTURAL POST
 ○ GUARD RAIL POST

EXHIBIT NO.

9"-12' ELEVATION = 1' SCALE

BASED ON 2018 INTERNATIONAL RESIDENTIAL CODE AS AMENDED BY MONTGOMERY COUNTY

## COBBLE COURT ENGINEERING PLLC

511 Walnut Drive, Clifton Park, NY 12065 Phone # (518) 956-1282

Email address: <a href="mailto:dckengnypa@outlook.com">dckengnypa@outlook.com</a>

Date: 05/19/2024

SUBJECT: Calculation of porch load and beam load verification

SITE LOCATION: 12001 Coldstream Dr Potomac, MD 20854

CLIENT: Susan Davis

Job Number: #MDSD20241905

Permit #: TBD

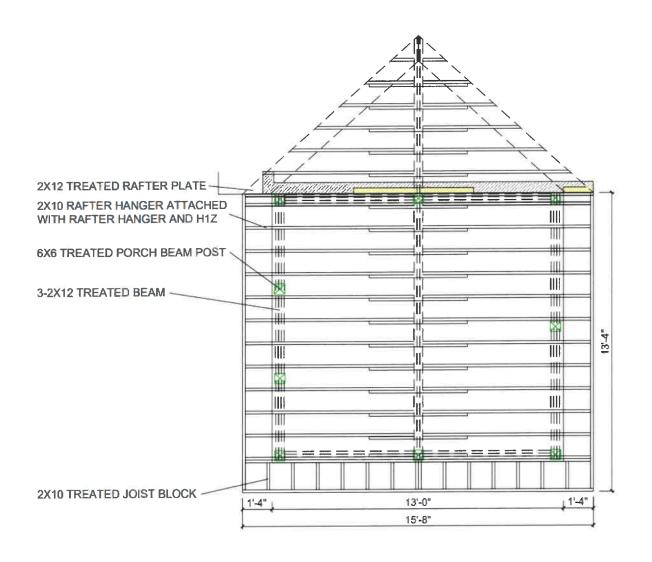
#### Contractor

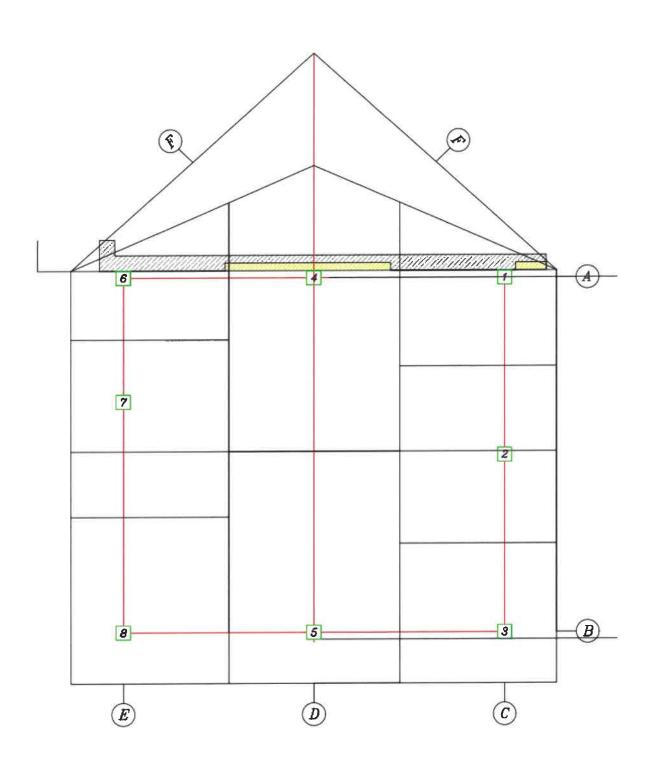
Constantin Noroi, Operators Manager Montgomery Decks 20108 Green Run Ct Gaithersburg, MD 20879 (202) 934-1234

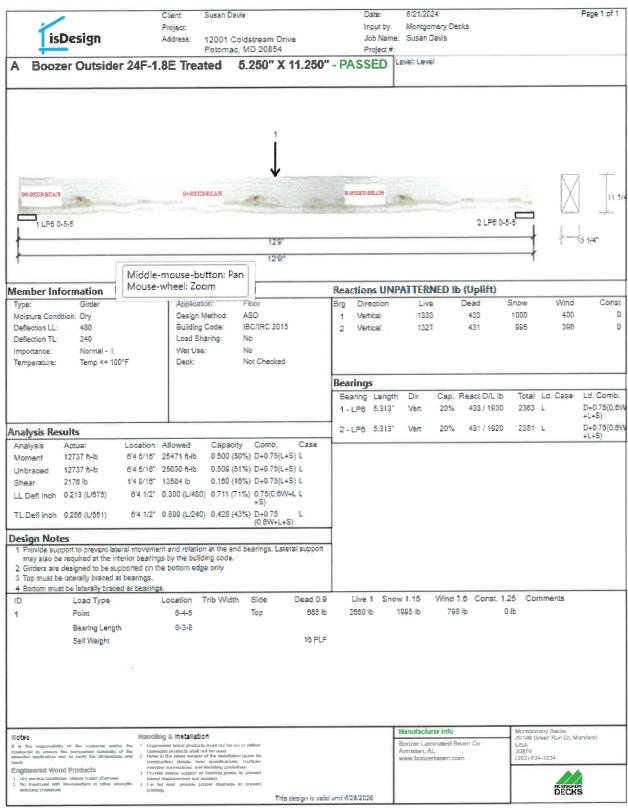
constantin@mntgomerydecks.com

Hello Mr. Constantin,

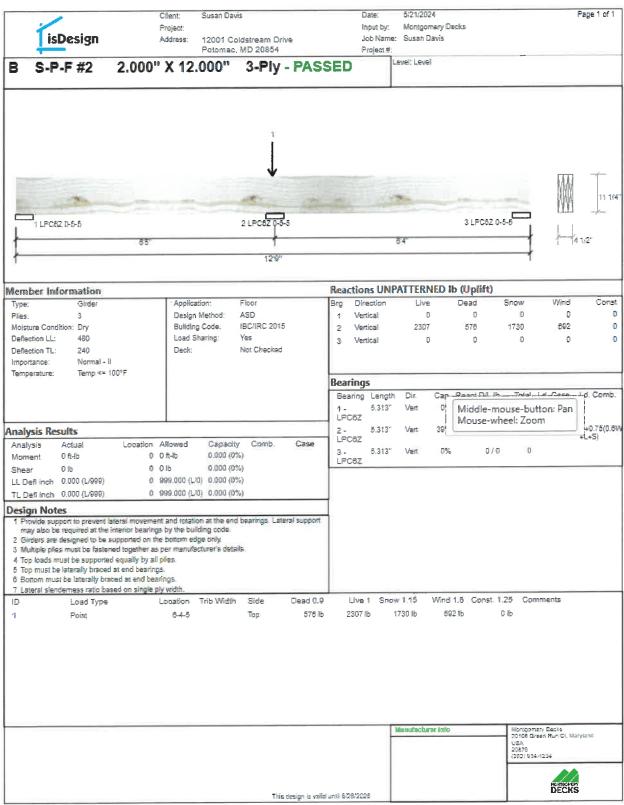
On behalf of Cobble Court Engineering PLLC, I have reviewed the documentation of the deck design provided by the "Contractor" drawn plans. These plans are based on the standards listed in the 2018 International Building Code, Maryland Edition as Amended by Montgomery County. This documentation was submitted to me at our request and under my direction.





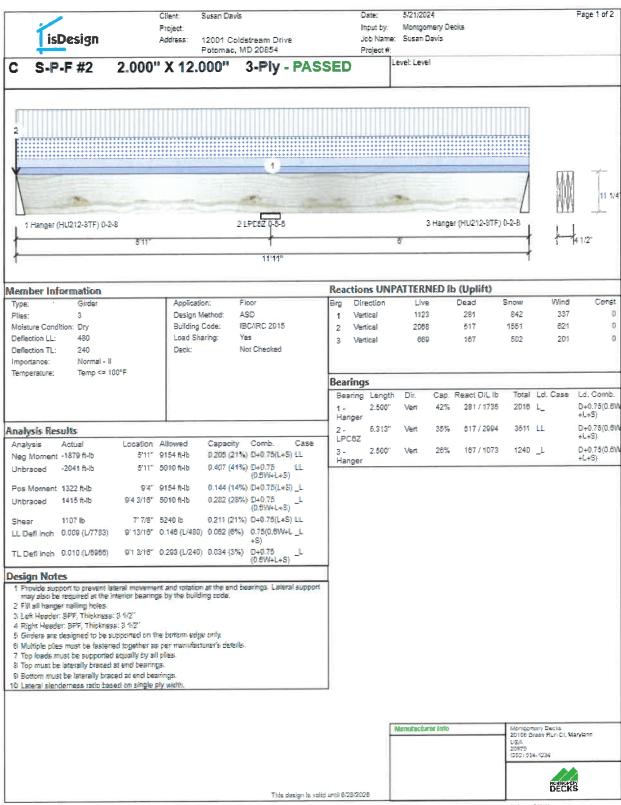


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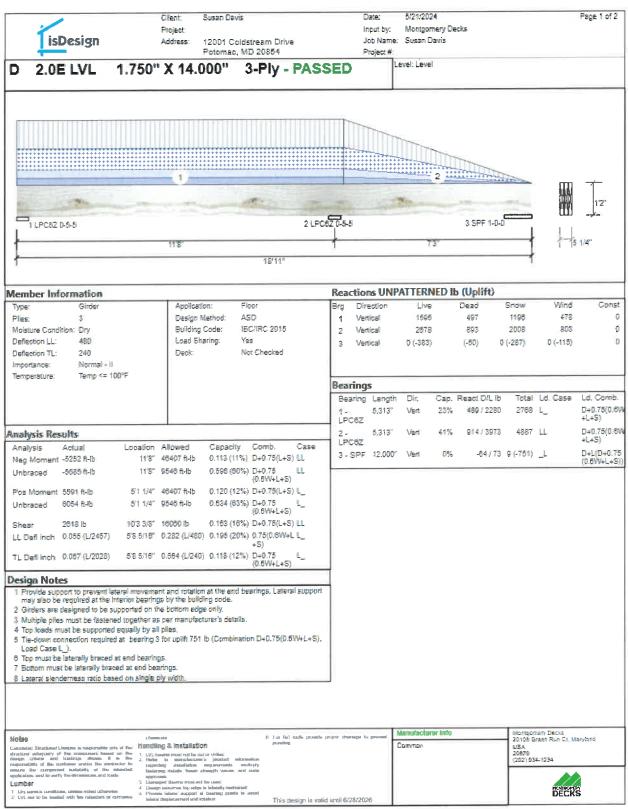


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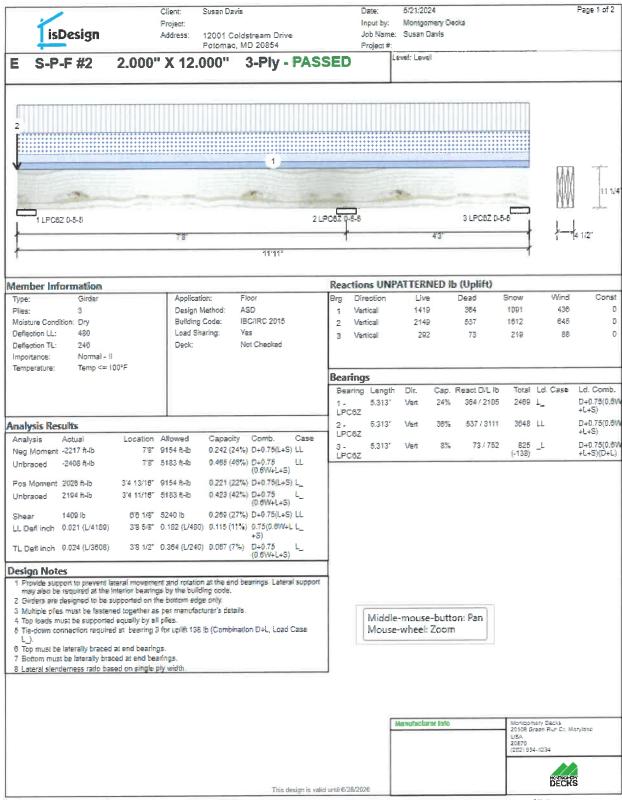
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It is a violation for any person, unless acting under the direction of a licensed professional, to alter an item in any way. If an item bearing the seal of a licensed professional is altered, the altering licensed professional must attach the notation 'altered by' with his seal, signature, date of alteration, and description of the alteration.

If you have any questions, please

contact me.

Sincerely,



Daniel C. Kaufman P.E.

Digital Signer:Daniel C. Kaufman P.E.
DN:C=US,
E=dckengnypa@outlook.com
O=Cobble Court Engineering PLLC, OU=Owner,
CN=Daniel C. Kaufman P.E. Date:05/192024
10.41:38

Daniel Kaufman, MD P.E.

License. # 58638 Owner,

Structural/Civil Engineer

Cobble Court Engineering, PLLC

BASED ON 2018 INTERNATIONAL RESIDENTIAL CODE AS AMENDED BY MONTGOMERY COUNTY 9"-12' ELEVATION

1' SCALE

ļ

**FOOTING PLAN** 

Manufactured Mounts And Brackets

3/4 Round Metal Balusters or

Vinyl Square Balusters

Mounted With Manufactured Mounts And Brackets 4x4 Pressure Treated Post Do Not Notch Covered With

Vinyl Post Sleeve ThruLok Bolts

Opening Shall Not Allow The Passage Of a 4" Diameter Sphere

2x8 Min Rim Joist

Beam

Post-Beam Connection

Vinyl Bottom/Universal Rail

Vinyl T Top Rail Mounted With

Vinyl Deck Guard Details

Joist To Beam Connection Joist Hanger 8d Treated Nails

Beam

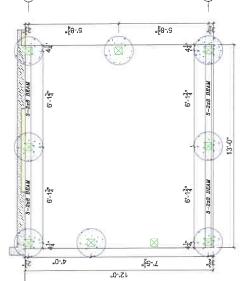
6' - 0" Max Spacing

#### DVLE:02\01\S0S4 POROMAC MD 20854

COTDZIKEVW DKINE 12001 VDDKE22:

TOB NAME: SUSAN DAVIS





Deck Footings

House Siding Flashing Dripping Edge Flashing Dripping Edge Deck Floor Boards

Deck Joist

ng "S "S" "S "S"

Threaded Nails Or Screws At Each End Or Splice End, Splice Shall be Located Only Over Interior Post

(5)

10D Threaded Nail Or #10 Wood Screws >3" Long, Staggered in 2 Rows

Build Up Beam Connection

Deck Post

Aproved Post Cap

16" TYP

For (3) Member Beams Atach Each

Outside Member To The Inside Member As Shown Here

Exterior Sheathing

Lateral Load Connection

Freestanding

### 8"#"8 Min 2'-6" \* Deck Post

# DANIEL C KAUFMAN, P.E.

LICENSE NO.: 68638
EXPIRATION. 12/19/2028
BAJE: #6/19/2024
PROJECT: SUSAN DAVIS
SIGNATURE: DANIEL C. KAUFMAN

IRC CODE

"PROFESIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREARED OR APPROVED BY WE, AND THAT AM A DULY LICENSE PREARES SIONAL ENGINEER UNDER THE LAW OF THE STATE OF MARYLAND." COBBLE COURT ENGINEERING PLLC

(Fe.) (3)

22" DIAMETER FOOTING HOUSE FOUNDATION DEEN 8" CONCRETE BASE MIN FROST FOOTINGS SIZES BASED ON 55 LB PER SQUARE FOOT THEBUTARY LOADS APPLIED TO 1500 PS! SOIL COMPRESSION CAPACITY  $\boxtimes$ 22" DIAMETER FOOTING 30" DEEP 8" CONCRETE BASE MIN 

DIAMETER FOOTING DEEP CONCRETE BASE 180

(8)

□ CUARD RAIL STRUCTURAL POST
 □ CUARD RAIL POST

PER MANUFACTURERS INSTRUCTIONS STAIRS TO BE BUILT MAX 7-3/4" RISE 10" MIN RUN PER IRC CODE CUARD RAILS TO BE 36" HICH WITH LESS THAN 4" OPENINGS PER ALL DECK HARDWARE TO BE CORROSION RESISTANT AND INSTALLED

2#8 LEDGER BOARD FLASHED
JOISTS TO BE 2#8 SYP TREATED INSTALLED 12" O.C.
BEAMS TO BE 3-2#8 SYP TREATED MAILED
SUPPORT POSTS TO BE 6#6 SYP TREATED W/ THRULOK BOLTS

DECKING TO BE 5/4x6 TREX

#### **DOKCH FRAMING**

BASED ON 2018 INTERNATIONAL RESIDENTIAL CODE

9"-12' ELEVATION = 1' SCALE

AS AMENDED BY MONTGOMERY COUNTY

DATE: 05/01/2024 POROMAC MD 20854

VDDHEZZ: 15001 COTDZIKEVW DKINE

10B NYME: 2112YN DYNIZ



22" DIAMETER FOOTING HOUSE FOUNDATION DEEF 8" CONCRETE BASE MIN

32" DIAMETER FOOTING 30" DEEP 8" CONCRETE BASE MIN

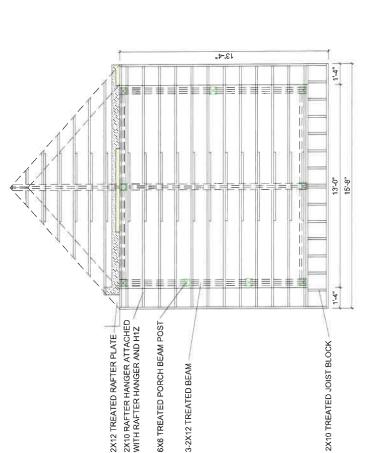
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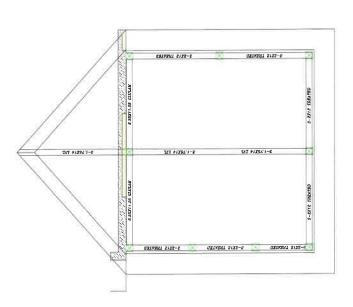
PROST POOTINGS SIZES BASED ON 66 LB PER SQUARE FOOT THEOTHEY LOADS APPLIED TO 1600 PSI SOIL COMPRESSION CAPACITY

DIAMETER FOOTING DEEP CONCRETE BASE

12.02.

(B)





# DANIEL C KAUFMAN, P.E. COBBLE COURT ENGINEERING PLLC



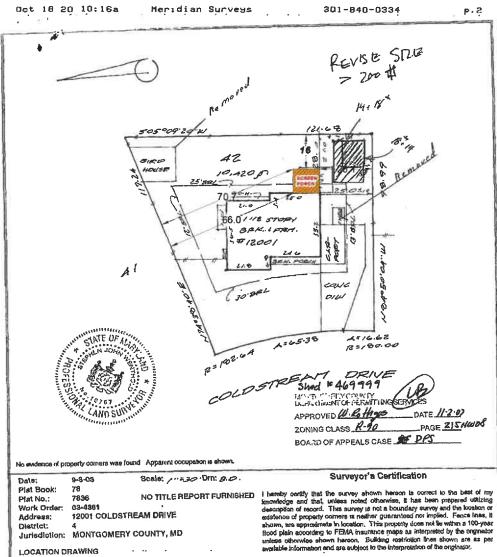
LICENSE NO.: 68638
EXPIRATION: 12/13/2025
DATE: 60/19/2024
PROJECT: SUSAN DAVIS
SIGNATURE: DANIEL C. KAUFMAN

CUARD RAILS TO BE 36" HIGH WITH LESS THAN 4" OPENINGS PER IRC CODE ALL DECK HARDWARE TO BE CORROSION RESISTANT AND INSTALLED PER MANUFACTURERS INSTRUCTIONS STAIRS TO BE BUILT MAX 7-3/4" RISE 10" MIN RUN PER IRC CODE

2x8 LEDGER BOARD FLASHED
JOISTS TO BE 2x8 SYP TREATED INSTALLED 12" O.C.
BEAMS TO BE 3-2x8 SYP TREATED NAILED
SUPPORT POSTS TO BE 6x6 SYP TREATED W/ THRULOK BOLTS

DECKING TO BE 5/4x6 TREX

29



Stephen Thenthold

Meridian Surveys, Inc. 811 Russell Avenue Sulte #303 Galthersburg, MD 20879 (301) 721-9400

LOCATION DRAWING LOT 42, BLOCK C BEVERLY FARMS

NOTE. This plat us of benefit to a consumer only associat as at its required by a lender or a till insurance company or its agent in connection with contemplated transfer, innancing or refinencing. This plat is not to be relied upon for the establishment or location of lences, parages, buildings, or other establish or future improvements. This plat does not provide for the socurate tidentification of properly boundary times, but such identification of properly boundary times, but

#### **SECIFICATION**

DATE:05/01/2024

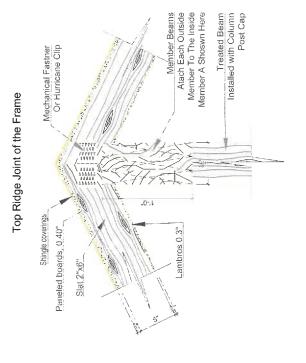
COTDZIKEVW DEINE 10021 VDDKE22:



22" DIAMETER FOOTING HOUSE FOUNDATION DEER 8" CONCRETE BASE MIN

 $\boxtimes$ 

POROMAC MD 20854 TOB NAME: SUSAN DAVIS



Lambros 0.3" Slat 2"x6"

Joint of Beam, Rafter, Column

Shingle coverings

Paneled boards, 0.40"

Mechanical Fastner Or Hurricane Clip

Drip

.ZZ

BASED ON 2018 INTERNATIONAL RESIDENTIAL CODE

9"-12' ELEVATION = 1' SCALE

AS AMENDED BY MONTGOMERY COUNTY

PROST FOOTINGS SIZES BASED ON 55 LB PER SQUARE FOOT TRIBUTARY LOADS APPLIED TO 1600 PSI SOIL COMPRESSION CAPACITY



12" DIAMETER FOOTING 30" DEEP 12" CONCRETE BASE

N GUARD RAIL STRUCTURAL POST

N CUARD RAIL POST

(B)

"PROFESIONAL CERTIFICATION." HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAW OF THE STATE OF MARYLAND."

COBBLE COURT ENGINEERING PLLC DANIEL C KAUFMAN, P.E.

LICENSE No.: 5863 EXPIRATION: 12/13

DATE: 05/19/2024
PROJECT: SUSAN DAVIS
SIGNATURE: DANIEL C. KAUFMAN

GUARD RAILS TO BE 36" HIGH WITH LESS THAN 4" OPENINGS PER IRC CODE ALL DECK HARDWARE TO BE CORROSION RESISTANT AND INSTALLED

SUPPORT POSTS TO BE 6x6 SYP TREATED W/ THRULOK BOLTS

DECKING TO BE 5/4x6 TREX

2x8 LEDGER BOARD FLASHED JOISTS TO BE 2x8 SYP TREATED INSTALLED 12" O.C. BEAMS TO BE 3-2x8 SYP TREATED NAILED

PER MANUFACTURERS INSTRUCTIONS STAIRS TO BE BUILT MAX 7-3/4" RISE 10" MIN RUN PER IRC CODE

Atach Each Outside Member To The Inside Member A Shoswn Here

2x10 treated dropped 2x10 treated dropped

2x10 treated dropped

31

Treated Beam Installed with Column Post Cap

#### MEICHL TOVDS

BASED ON 2018 INTERNATIONAL RESIDENTIAL CODE

9"-12' ELEVATION

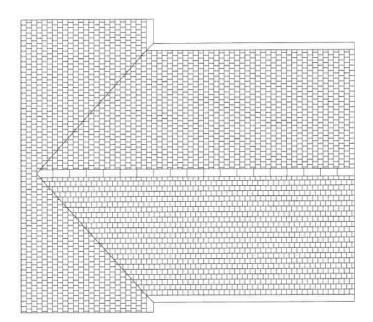
AS AMENDED BY MONTGOMERY COUNTY

#### DV1E:02/01/S0S4

POROMAC MD 20854

VDDKEZZ: 15001 COTDZIKEVW DKINE NOB NAME: SUSAN DAVIS







DANIEL C KAUFMAN, P.E. COBBLE COURT ENGINEERING PLLC



DIAMETER FOOTING DEEP CONCRETE BASE 12,2 (B)

S CUARD RAIL STRUCTURAL POST

CUARD RAIL POST

LICENSE NO.: 58638
EXPRATION: 12/12/2028
DATE: 06/19/2024
PROJECT: SUSAN DAVIS
SIGNATURE: DAVIEL C. KAUFMAN

"PROFESIONAL GERTIFICATION. I HEREBY GERTIFY THAT THESE DOCUMENTS WERE AND THAT AM A DULY LICENSE PREPARED OR APPROVED BY WE, AND THAT AM A DULY LICENSE PROFESSIONAL ENGINEER UNDER THE LAN OF THE STATE OF MARYLAND."

## B (4) (0) (Q) (1)

2x8 LEDGER BOARD FLASHED JOISTS TO BE 2x8 SYP TREATED INSTALLED 12" O.C. BEAMS TO BE 3-2x8 SYP TREATED NAILED SUPPORT POSTS TO BE 6x6 SYP TREATED W/ THRULOK BOLITS DECKING TO BE 5/4x6 TREX

CUARD RAILS TO BE 36" HIGH WITH LESS THAN 4" OPENINGS PER IRC CODE ALL DECK HARDWARE TO BE CORROSION RESISTANT AND INSTALLED PER MANUFACTURERS INSTRUCTIONS STAIRS TO BE BUILT MAX 7-3/4" RISE 10" MIN RUN PER IRC CODE

**32** 

#### **Rear Yard Photos - Features and Planned Location**



Photo #1: This photo shows the existing detached garage to the right and the wooded area behind the location where the planned screened porch will reside. The planned screened porch rear edge will coincide with the rear edge of the existing brick patio and be located 16-feet from the rear property fence. Notice the upslope near the rear property line where stairs are necessary to reach the rear gate.



**Photo #2**: This photo shows another angle that includes the mature Silver Maple tree to the left in relation to the planned screened porch footprint. The presence of the tree further limits building options in the rear yard. The planned screened porch sits nicely on the footprint of the existing brick patio.



Photo #3: This photo shows the back side of the house where the planned screened porch will be attached. It will essentially be placed on the same footprint as the existing brick patio which is located 16-feet from the rear property line. Another reason for this location is the existing French Doors which will naturally lead into the screened porch from the house.

## Standing Water in Beverly Farms Local Park Adjacent to Rear Property Line



PHOTO #1: This photo was taken while standing at the rear of our property line facing toward Beverly Farms Local Park facing East. The down-slope from the wooded area to the right causes water to flow to the lower lying areas to the left. The absence of an effective 'swale' or drainage ditch leave the water standing in large pools as shown. You can also see the large 'buffer zone' between our property and the baseball back-stop where the baseball diamonds begins.



PHOTO #2: This photo shows the flooded area in relation to our rear fence along our property line. Although hard to see in the picture because of the grass, the flooded and soggy areas extend along the fence as the water naturally flows and settles to the lower areas.

Davis - Petition for Variance

Mr. John R. Demitz Ms. Jacqueline S. Demitz 11921 Coldstream Drive Potomac, MD 20854 October 5, 2024

Re: Support for the Davis' Screened-In Porch Project and Variance Request

Dear Montgomery County Board of Appeals,

We recently reviewed the plans for the attached screened-in porch that our immediate neighbors, Steve and Susan Davis, are planning to build. They also explained the rear setback variance that is required and the petition they are submitting for review and approval.

Their project looks great and we think it would be an excellent addition to their home and the neighborhood. From our vantage point, we will not be able to see this addition from our property because it will be hidden behind their existing garage at the rear of their house. We support granting Steve and Susan Davis the rear setback relief that is needed for the proposed screened-in porch.

Jorquelii S. Denuly

Please read this letter into the record, to make those in attendance for the hearing and our neighbors aware of our support of the variance requested.

Regards,

John R. Demitz & Jacqueline S. Demitz

Mr. and Mrs. David Itskevich 12003 Coldstream Drive Potomac, MD 20854 September 22, 2024

Re: Support for the Mr. & Mrs. Davis' Petition for Setback Variance

Dear Montgomery County Board of Appeals,

We recently met with Susan and Steve Davis to review their plans to build an attached screened-in porch at the rear of their house. Our property is to the left of their house and our back yards are separated by a privacy fence. We understand that they must submit a petition to request a rear setback variance in order to build an enclosed screened structure.

We enjoy our own screened porch and know that it would be a fantastic addition for their family and a valuable asset to their home. Also, since their project is being constructed at the right rear of their house, it is far from our property line and poses no issues whatsoever.

We would like to state our full support in granting Steve and Susan Davis the rear setback relief that is required for their planned screened-in porch.

rece on buttons

Please accept this letter as supporting their variance petition.

Sincerely,

Mr. and Mrs. David Itskevich



### **Montgomery Decks**

Phone: 202-425-0991

20108 Green Run Ct

Gaithersburg, MD 20879-1623

MHIC: 148656

Maryland most trusted deck builders!

Dedicated to Excellence!

Susan Davis

Phone: 3014121880

Job Address: 12001 Coldstream Drive Potomac, MD 20854

**Print Date:** 5-4-2024

### **Porch Proposal for Susan Davis**

With over 10 years of experience in Deck Building Industry we have a thorough knowledge of the codes, climate and construction in our area, so your job gets done right. We know what works and what doesn't. We offer a 100% satisfaction guarantee, so you can't waste your money. By selecting Montgomery Decks you can't lose. The deck you deserve from a company you can trust.

#### About us

Montgomery Decks is a family business with more than 10 year of experience in building custom decks of any sizes. We specialize in new decks and deck resurface, and have extensive experience with screened in porches, gazebos, pavilions, and under deck rooms. Our satisfied clients include more than 5000 homeowners just like you. In fact 40% of our business comes from referrals from existing clients, and repeat clients who come back to us for other services we provide. We are also members of Better Business Bureau, and hold an A+ rating.

All of our team members are fully certified, licensed, insured, and bonded. We guarantee that your project will be perfectly executed with the highest standards of professional conduct.

#### Dear Customer,

Thank you for taking the time to meet with us and allowing us to price your future deck. Each deck project, just like each homeowner, it's unique. Whether it's a small deck or a whole backyard transformation, Montgomery Decks takes the mystery out of modernizing your home. Let's face it, hiring a contractor is a very important decision. You're inviting someone into your house to help make it your dream home, so you can't afford to choose the wrong team. Montgomery Decks is your trustworthy local solution. With a proven track record of on-time, on-budget deck building, you can count on us to bring your vision to life. We know how precious your home is to you. Not only do we execute your project with precision and speed, we leave the site clean and free of debris. Our staff members meet the highest standards of professionalism, are fully insured, and won't use salty language or treat your yard like an ashtray. We're confident that our qualifications and experience will meet your needs, and we look forward to working with you. You will see below that we have included a breakdown of your project cost and each of the selections available that will be built into the contracted price. These prices

are firm and will be what you are charged to build your project. After reviewing your property and your project here's an estimate based on the project design and size.

#### PROJECT NOTES NEW DECK 13'x12' WITH SCREENED PORCH 13'x12' INCLUDING DRAINAGE

#### **Color Selections:**

Floors: Trex Enhance Toasted Sand color

Fascia: PVC white trim fascia board with hidden cortex plugs

Rails brand and color: Vinyl white railings with black round aluminum balusters and drink tops Trex Lineage Jasper

color

Framing: Pressure treated pine yellow southern framing

Screened Porch: 13'x12' screened porch with A-roof matching home shingles. White post vinyl sleeves, white PVC

board trim, white soffit ceiling, white vinyl door, fiber screens with screenze system

Electrical: 4 recessed lights, 2 switches, fan installation plus 1 outlet included to install

Demo and clean up included, porch building permits included

Drainage: Run schedule 40 drainage system to prevent water close to home structure, 3" of gravel under deck

**Door: Convert french door to sliding door including permits** 

Montgomery Decks trusts and recommends only the best available products on the synthetic decking market. Bellow are the top choices for decking:

- \*Entry level quality and price decking
- -Trex Enhance best overall look and most popular on the market (downside due to the scalloped profile on steps and picture frame we can't use hidden screws)
- -Trex Select Best value for the money, full solid board great quality (downside outdated solid colors)
- \*High-end quality and pricing (all amazing products no downside on any)
- -Trex Transcend strongest most scratch resistant board on the market, the best overall look, great warranty, most popular
- \*For every new deck, Montgomery Decks must file a building permit at the county and homeowners are responsible for providing an original copy of the home survey (house location plat made to scale, this is very important to prevent any unnecessary delays, some surveys are on large size paper, and you would need to make copies at staples, if you are providing a digital copy we must know on what size paper it needs to be printed to ensure the scale is accurate), with this survey we will apply for the necessary permits, without it, we are unable to start the permitting process.
- \*If your property is part of a homeowners Association please make the estimator is aware of it, this will require you to obtaining approvals from the HOA prior to Montgomery Decks Applying for the county permits.
- \*If proposed project doesn't pass county permits requirements, and it gets denied homeowner has 3 options (this happens on average 5 times per year from the 400 projects we build, and it's not something we can anticipate)
- 1. Reduce the deck project size to comply with county requirements
- 2. Cancel the service with Montgomery Decks (a refund will be issued minus \$1000.00 administration and architectural blueprints fees)
- 3. Apply for a variance (most clients do this when it comes to it), if so homeowner will handle the application directly with zoning office and county, Montgomery Decks will supply the necessary copies of blueprints and home surveys as requested.













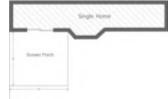






















# **Montgomery Decks Complimentary Services**

Items	Description	Price
In-Home Consultation: Property Measurement	In-Home Consultation	\$0.00
and Project Evaluation	Our in-home consultation service involves taking precise measurements of your property and	
10 In-Home Consultation and Evaluation Service	evaluating the project to provide you with accurate recommendations and estimates. During this consultation:	
	We assess the dimensions and layout of the space. We evaluate the existing structures and conditions. We discuss your requirements and preferences for the project. We provide expert advice and suggestions based on our assessment. We answer any questions you may have about the process and materials. We provide you with a comprehensive estimate tailored to your specific needs. This consultation allows us to understand your project requirements thoroughly and ensure that we deliver the best possible solution for your outdoor space.	
Schedule all necessary inspections with code	Most projects typically involve three standard inspections:	\$0.00
enforcement	1.Footings Inspection	
14 Arrange all required inspections with code	2.Framing Inspection 3.Final Inspection	
enforcement	Projects that include additional elements such as electrical, plumbing, and more will require inspections for other sub-codes as well. These inspections ensure that each aspect of the project meets the relevant building codes and safety standards.	

# **Montgomery Decks Complimentary Services Total:**

\$0.00

## **New Deck Construction Line Items**

Items	Description	Price
1011 Provide Architectural Blue Prints and file permits with the code enforcement	Montgomery Decks will hire a licensed architect to design the deck and provide signed and sealed blueprints, which will be used for obtaining all necessary permits and constructing the project.	\$780.00
11 Provide Architectural Blue Prints and file necessary permits		
County Building Permit Fee	County Building Permit Fee	\$510.00
11 Provide Architectural Blue Prints and file necessary permits		
Support Footings. Price per footing	Install 6x6 support posts buried in the ground on top of 24" Diameter x 30" Deep x 8" 4000 psi poured concrete footings.	\$1,800.00
13 Deck Footing Supply and Installation Service	Exact number of footings may be changed by our Architect whom partners with Montgomery Decks but the contracted cost will not change.	
	Price per footing.	
Deck Beam (Girder) 23 Deck Framing Supply and Installation Service	Deck Beams (Girder) are essential structural elements that support the deck joists. They play a crucial role in providing stability and load-bearing capacity to the deck structure.	\$585.00
	Price per linear foot.	

Items	Description	Price
Install frame using pressure-treated yellow pine grade #1 23 Deck Framing Supply and Installation Service	Install frame using pressure-treated yellow pine ground contact grade #1 lumber and all galvanized hardware. Our southern yellow pine is treated with the MicroPro preservative process, which has received EPP certification from the Scientific Certification Systems (SCS) based on its life cycle. This certification ensures that our wood treatment process is environmentally friendly and guaranteed to withstand rot, fungal decay, and termite attacks.	\$2,106.00
	Price per square foot.	
Install Trex Enhance grooved decking with Hideaway fasteners 24 Deck Floor Supply and Installation Service	Install Trex Enhance grooved decking with Hideaway fasteners. Trex Enhance decking offers high-performance features, including resistance to fading, staining, mold, and mildew. It's easy to clean with soap and water or a pressure washer, and its soft, splinter-free finish provides comfort underfoot. With versatile colors and a refined wood grain texture, Trex Enhance decking adds depth and luxury to any backyard. It pairs beautifully with all railing lines, allowing for a traditional or unique mix. Backed by a 25-Year Limited Residential Fade & Stain Warranty.	\$2,574.00
	Price per square foot.	
White PVC fascia installed with cortex hidden screws 19 Supplying and installing fascia boards on the deck and steps	the edges of the decking using hidden screws from the Cortex system. This method ensures a clean and seamless appearance without visible fasteners, enhancing the overall aesthetic of the deck.	
Register product warranty with manufactures 15 Complete product warranty registration with manufacturers	Montgomery Decks will register the necessary warranties with the manufactures on behalf of client. In case of a product defect home owner will have to report to Montgomery Decks and our team will handle the claim.	\$0.00

## New Deck Construction Line Items Total:

\$9,076.50

## **Screen Porch Installation**

Items	Description	Price
Install 6x6 Roof Support Post	Supply and install 6x6 roof support post. Price per unit.	\$1,050.00
36 Attached Deck Roof Installation		
Supply and Install 6x6 vinyl RDI 4 piece wrap 17 Covers for support posts and beams	Supply and Install 6x6 vinyl RDI 4 piece sleeve.  Add elegance and sophistication to any porch or deck. Sleeve offers added protection for your post. Four-piece post wrap snaps around existing posts. Snaps together around post for a snug fit. Trim rings are included.	\$1,050.00
	Price per 1 unit.	
Build A Style Roof with Asphalt Shingles 36 Attached Deck Roof Installation	Build A Style Roof with Asphalt Shingles. Includes framing it and shingles on top. Customer must provide the shingles color. If customer doesn't provide the shingle color Montgomery Decks will match the color as close as possible. Price per sq.ft	\$13,872.00
Supply and Install White PVC beams cover 17 Covers for support posts and beams	Supply and Install White PVC Support beams cover. When want a complete finished look this it's the perfect option to cover all exposed wood in maintenance free covering. Price per linear foot of beam.	\$2,220.00

Items	Description	Price
Install White Vinyl Soffit Ceiling 33 Supply and install ceiling material	Cellwood Economy Triple 4" Vinyl Soffit beautifully covers porch ceilings, under deck ceilings, eaves and overhangs of your home. The triple panel design makes it a practical choice for shallow eaves	
Install Screen Frames by SCREENEZE® SNAPTRACK Screen Frame Kits & Caps plus screen 36 Attached Deck Roof Installation	Supply and Install Screen Frames by SCREENEZE® SNAPTRACK Screen Frame Kits & Caps This allows to easily replace screens in future if any get damaged. plus Supply and Install SuperScreen. Includes screen under the deck floor to prevent bugs from coming through between the deck boards. Standard Black Mesh (17/14) Price per linear foot of porch walls.	
Supply and install Gutter 16 Waterproofing beneath the deck	Supply and install Gutter. Heavy-weight, rust-free aluminum construction for durability. Baked-on white finish for low maintenance.	\$420.00
	Price per In.ft	
White vinyl railing T-top or compatible for cocktail top with black aluminum balusters or white vinyl balusters at the same cost	White Vinyl Railing T-top or compatible for cocktail top can be installed with black aluminum \$2 balusters or white vinyl balusters at the same cost. This low-maintenance vinyl railing, reinforced with strong aluminum, adds character to your home while providing safety and security.  Price per linear foot.	
20 Providing and installing deck railings		
Cocktail Top Rail Board 20 Providing and installing deck railings	Cocktail Top Rail Board: For a larger surface to place your drinks, add a 1x6 deck board to the top of your knee wall.  Price per linear foot.	
Install Screen Door on porch 36 Attached Deck Roof Installation	Supply and Install Screen Door on porch. Door is out swing only. Price per door.	
GFCI outlet 29 Electrical services	GFCI outlet. Includes the parts and labor. Price per unit.	
Install Ceiling Fan. Just labor customer must purchase fan before installation date.	Install Ceiling Fan. Just labor customer must purchase fan before installation date. Does not include switch.	\$225.00
29 Electrical services	*****Ceiling Fan rod - We recommend buying 2 one 12" and one 18" and when the electrician is about to install he will use the one that fits best and you can return the unused one.	
Recessed Lights 29 Electrical services	Recessed Light. Includes parts and labor. Price per unit.	
Switch with dimer for lights 29 Electrical services	Switch with dimer for lights. \$1 (for fan regular switch will be installed) Price per unit.	

Screen Porch Installation Total:

\$27,159.00

Items	Description	Price
Supply and install a sliding door or french door 60"x80"	Remove door and accommodate a new sliding/french door, with a width of 5 feet. Painting is not included in the service.	\$5,475.00
42 Montgomery Decks Miscellaneous Services	Montgomery Decks will handle the interior trim work. We'll fix the siding around the door with white J channel. Sheetrock installation is included, but spackling and painting are not. These tasks require multiple trips, and our teams are unable to perform them. Once the door is installed, the homeowner will need to hire a handyman for spackling and painting.	
	The materials are valued at \$1100 MAX, purchased at Home Depot. (Customers can select another door and pay the cost difference.)	
	https://www.homedepot.com/p/Stanley-Doors-60-in-x-80-in-Double-Sliding-Patio-Door-with-Internal-Mini-Blinds-500004/204999725	
	https://www.homedepot.com/p/Krosswood-Doors-60-in-x-80-in-Craftsman-Shaker-10-Lite-Both-Active-MDF-Solid-Core-Double-Prehung-French-Door-PHID-SH-420-50-68-138-AA/308602496	

# **Door Installation Service Total:**

\$5,475.00

# Drainage System

Items	Description	Price
Drainage System: Schedule 40	The Schedule 40 drainage system is a durable and reliable solution for managing water flow and drainage in various applications. Made from high-quality PVC material, the Schedule 40 system	\$3,780.00
38 Masonry services	offers excellent resistance to corrosion, chemicals, and impacts, ensuring long-term performance and reliability. With its standardized dimensions and fittings, the Schedule 40 system is easy to install and compatible with a wide range of drainage components. Whether used in residential, commercial, or industrial settings, the Schedule 40 drainage system provides efficient and effective water management to help prevent flooding, erosion, and water damage.	
	Priced per linear foot.	
Supply and install weed block with 2" crushed	Supply and spread around weed block with 2" crushed stone under the deck.	\$526.50
stone	Price per square foot.	
27 Deck accessories		

# **Drainage System Total:**

\$4,306.50

### **Available Discounts**

Items	Description	Price
\$2500 OFF NEW DECK/PORCH OVER 100	\$2500 OFF NEW DECK/PORCH OVER 100 SQFT PROMOTION	-\$2,500.00
SQFT PROMOTION	*Cannot be used in combination with any other coupons or flyers*	
28 Discounts available		

## **Available Discounts Total:**

-\$2,500.00

Total Price: \$43,517.00

We appreciate the opportunity to work with you and hope to hear back soon with any questions and/or suggestions. Sincerely Montgomery Decks Team.

### **WHAT YOU'LL GET:**

- \*25 Year Parts Warranty
- \*All work to exceed safety and building code requirements
- \*All work by certified technicians in a neat & professional manner
- \*Montgomery Decks 100% Satisfaction Guarantee
- \*Trex authorized Platinum installer. The highest level a contractor can achieve in the Trex company
- \*Angie's List Super Service Award Winner
- \*Best of Houzz Super Service Award Winner
- \*Safe, Efficient, Quality Installation
- \*Fully Licensed, Bonded and Insured
- \*Complete Manufacturers Materials Registrations
- \*A+ Rated by the Better Business Bureau
- \*Only the highest quality materials
- \*Respect for your time and property
- \*Products that are meant to last
- \*All coupons and discounts must be presented at the time of sale. No other discounts or incentives apply.
- \*5 Year Labor Warranty Included with all projects.

### Time frame on deck resurfacing or repairs projects is:

- \*6-10 weeks from contract sign date till we start (chances are we may start sooner than that) (in Peak season sometimes things get delayed and can take 2-3 weeks more, peak season May-August)
- \* Smaller project will be started sooner than bigger project, as they require less planning and logistics, larger project will take the longest to get started and be completed as there's more planning, and logistics going in to them.
- \*1-2 weeks to install small and medium size projects (100-500sqft)
- \*2-4 weeks to install large size projects (500- and above)
- \*If you have a deck resurface project plus extension of any kind that requires permitting add 2-4 weeks to the timeline to allow us to gather all permits
- -Montgomery Decks goal is to deliver each project on the shortest time frame so most times we're ahead of schedule

### Time frame on New decks, fences and porches projects is:

- \*HOA approvals if applicable 1-4 weeks
- \*2-3 weeks to apply for permit, from contract date (simple project plans are completed and permits are applied for faster than elaborated project that may take 1-2 weeks extra)
- \*3-6 week for the county to release the permit
- \*10-14 week from contract sign date till we start (this is how long it will take for us to get started on the work of your project from contract date), (in peak season sometimes things get delayed and can take 2-3 weeks more, peak season May-August)
- \*Smaller project will be started sooner than bigger project, as they require less planning and logistics, larger project will take the longest to get started and be completed as there's more planning, and logistics going in to them.
- \*1-2 weeks to install small and medium size projects (100-500sqft)
- \*2-4 weeks to install large size projects (500- and above)
- -Montgomery Decks goal is to deliver each project on the shortest time frame so most times we're ahead of schedule

Please note: if there's any irrigation sprinklers under the perimeter of the deck to be built you will need to cap the sprinkler heads prior to Montgomery Decks starting the work.

\*If you have any underground utilities like electrical wires, gas lines, pool lines that may go under the area of the new to be built deck you need to have them marked out these are private utilities and its homeowner's responsibility to have them marked out as they are not public utilities.

\*VERY IMPORTANT FOR ANY DECK PURCHASED (NO ICE MELT PRODUCTS CAN BE USED ON THE DECK, THIS WILL AFFECT ALL STEEL HARDWARE MAKING IT RUST OVER A SHORT PERIOD OF TIME). IF YOU HAVE TO REMOVE SNOW FROM THE DECK USE A PLASTIC EDGE SHOVEL OR A LEAF BLOWER

### \*Synthetic Deck Care & Cleaning Guide

To maintain the beauty of your Synthetic deck, a little care and cleaning goes a long way. All exterior building materials require cleaning and a composite deck is no different. If your deck is one of the high-performance product lines from Trex soap-and-water cleaning or a gentle (under 2000 psi) pressure washing will do the trick. Learn how to clean and care for your Synthetic decking by reading the information that applies to your decking product and get ready to enjoy maximum outdoor living with minimal maintenance. https://www.trex.com/trex-owners/care-and-cleaning/

Note: all pressure treated yellow pine foundation must be left untreated and no stain or paint can be applied to the deck framing), it can be cleaned, but no product can be applied to it this as it causes the wood to hold moisture and can't evaporate, and it will cause the wood to root over time.

Montgomery Decks only recommends LED lights on deck that are 2' or higher above ground. The Low voltage lights and wires can break from time to time (rodents can chew the wires), for our team to be able to easily find the problem and fix we need space under the deck. Montgomery Decks only guarantees the lights on decks above 2' height, warranty on all lights is 7 years. If rodents chew wires this will not be covered under warranty and the repairs will be charged at \$100 service call plus \$150 labor cost per hour plus material cost (prices subject to change).

Note: Due to the nonporous nature of composite decking, a little of water will sit on top of the deck boards after rain, morning due or washing until it evaporates. This is completely normal and will not harm the decking in any way. Some parts of the deck may retain water on the surface for a longer period of time than other until it evaporates as sun and wind don't affect entire deck surface the same way.

#### Terms and Conditions of Sale

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE FIFTH BUSINESS DAY OR 7TH BUSINESS DAY IF YOU 65 OR OLDER AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

Payment Terms 45

Payment of the contract amount shall be paid in the manner following: The client agrees to pay upon acceptance of this proposal a 33.33% deposit as required by law. A second payment of 33.33% is due upon commencing the work after materials delivery. The remaining balance of 33.34% shall be paid in full upon completion of the project.

Montgomery Decks MHIC: 148656

- 1. This proposal or order is taken subject to official acceptance at the Home office of Montgomery Decks and shall not be regarded as contract until and unless so accepted. In the event of a discrepancy between these terms and conditions and the specific terms and conditions to this Agreement set forth on the first two pages, these general terms and conditions shall control.
- 2. All change orders shall be in writing and signed by both Owner and Contractor.
- 3. We always purchase extra materials for waste/margin of error. Therefore, any leftover materials shall be the property of Montgomery Decks, Inc. and shall be picked up by Montgomery Decks, Inc. upon completion of the project.
- 4. Prior to Montgomery Decks Starting Work Customer is responsible to remove any and all personal or household items on under or around the working area(s) in addition, the customer must keep the work area free of people, pets and personal or household items that could interfere with the Montgomery Decks crew during the entire duration of this job. Customer will reimburse any fines or fees that are incurred by Montgomery Decks due to the purchasers' gross negligence or willful misconduct.
- 5. In submitting this proposal it is assumed that there is no underlying rock on the property, which will necessitate drilling or blasting, or any other unusual conditions, involving extra labor in the erection of the deck.

  Should any of the above conditions be encountered or should the customer make any change after shipment is made, an additional charge will be made covering the additional material and labor required for such
- 6. All permits, permissions and/or variances required for the completion of this contract shall be obtained and paid for by the purchaser and the purchaser agrees to indemnify Montgomery Decks and hold it harmless against and in respect to any claims or actions as a result of failure to obtain the aforementioned permits, permissions or variances. Customer will reimburse any fines or fees that are incurred by Montgomery Decks due to the purchasers' gross negligence or willful misconduct.
- 7. Purchaser agrees to notify Montgomery Decks at least 24 hours prior to installation date, should the installation need to be postponed for any reason. Contracts including installation are based on the condition that the entire work shall be completed without interruption by the purchaser. If the work is interrupted by the Customer for any reason Montgomery Decks shall not be responsible.
- 8. No changes shall be allowed by Montgomery Decks without an extra charge to purchaser, unless the change requested be of a character that would not involve additional labor or change quantity of material covered in the original contract, and unless such request be made before shipment or manufacture of the material, special order items cannot be canceled.
- 9. Montgomery Decks is not held responsible for delays or inability to perform work because of inclement weather, strikes, fires, delays in transportation or materials to or from its factory to purchaser, or any other causes that are beyond their control. Since installation dates are flexible, the purchaser is responsible for confirming final installation date.
- 10. Montgomery Decks is not responsible for damage to existing underlying structures, sprinklers, drains or utilities not clearly located by property owner or any utility company.
- 11. If contract is canceled prior to delivery of material or any materials are returned, Montgomery Decks shall be entitled to retain 25% of the contract price as liquidated damages. After delivery or manufacture of materials, contract cannot be canceled. If payment has not been made as per contract, purchaser agrees to pay reasonable attorney's fees if contract is turned over to an attorney for collection.
- 12. The customer's deck/railing etc. is property of Montgomery Decks until such time that complete balance owed is paid for by the customer in full and checks have cleared. The owner or its authorized agent does hereby represent that the materials to be supplied and labor performed by the contractor shall enhance the real property affected thereby, and the owner does hereby permit Montgomery Decks to file a MECHANICS LIEN or a LIS PENDES in the event that payment is not made by the customer.
- 13. Balance of contract to be paid by CASH OR CERTIFIED CHECK to installers at time of completion. Any unsettled accounts are subject to a penalty of 1 1/2 % per month or 18% per annum on the outstanding balance and any and all express or implied warranties shall be void until the outstanding balance is paid in full.
- 14. Purchaser agrees in signing this contract to allow Montgomery Decks to have any checks issued to them cleared and verified through its bank. A returned check fee of \$50 will be charged on all returned checks.
- 15. This contract constitutes the entire agreement between the parties and supersedes all prior oral negotiations, correspondence and other documents shall not be in any respect altered, amended or revised except by a written memorandum signed on behalf of the contractor and purchaser. This contract shall be governed by and interpreted in accordance with the laws of the State of Maryland. In the event of a dispute arising under this Agreement, the Superior Court of the State of Maryland shall have co-exclusive jurisdiction to resolve such a dispute. The parties hereto submit to the exclusive jurisdiction of such Courts and waive their respective right to a trial by jury.
- 16. Customer agreed to indemnify, defend and hold Montgomery Decks, Decking & Exteriors harmless from damages to masonry products while installing new railings or removing old railings. Although Montgomery Decks will make every effort as not to damage existing masonry, it is impossible to determine underlying problems due to either improperly installed or aging masonry products. Customer also acknowledges that the integrity of railing products installed is only as secure as customers' existing masonry and agrees to hold Deck Montgomery Decks harmless from any action or failure of products caused by customers' masonry product.
- 17. Montgomery Decks must have access to electricity and outside water supply.
- 18. In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute in good faith through a face-to-face meeting. In the event of any dispute which the parties cannot resolve after face-to-face good-faith discussions, the parties agree to participate in non-binding mediation within fourteen (14) days after written demand for mediation by either party, prior to filing any litigation or filing any complaints with any governmental agency or any other entity. The non-requesting party will choose the mediator will notify the requesting party of the mediator within seven (7) days of demand. The parties will

share the costs of the mediation equally. If either party files any litigation or action with any governmental agency or any other entity prior to participating in mediation, then that party will pay all costs incurred, including legal fees, in having the matter dismissed or stayed pending mediation or for the other party having to respond to or defend against such complaint or action.

19. Warranty: Montgomery Decks guarantees that all work (labor only) will be constructed in accordance with accepted home improvement practices, and will be free of any and all defects due to workmanship for a period of (5) years from the date of completion. If any defect should arise due to workmanship, Montgomery Decks will repair or replace as necessary, without any service charge to customer. This warranty comprises the original installation by Montgomery Decks installers, and does not cover damage caused by product failure (covered by manufacturer), natural catastrophes and acts of god, any attempt to repair or alter by others, or any situation or condition not caused by Montgomery Decks. THE WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY OFFERED AND ISSUED BY MONTGOMERY DECKS TO CUSTOMER AND MONTGOMERY DECKS HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

20. All Montgomery Decks Jobs will be completed within 150 days of the day contract is signed all completion dates are approximate and subject to delays caused by circumstances and conditions beyond Montgomery Decks control including but not limited to strikes, material shortages, fire, floods and other acts of God or by delays caused by the Customer(s). Any delay caused by events beyond the control of Montgomery Decks shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Scheduling of the work is in the sole discretion of Montgomery Decks and Montgomery Decks will schedule the work during normal business hours at its discretion. If Customer wants Montgomery Decks to schedule at specific times, the Customer will pay Montgomery Decks an additional fee of \$100.00. Any interference with the scheduling shall be a breach of contract by the Customer(s) and grounds for discontinuing work by Montgomery Decks. MONTGOMERY DECKS LIMITATION ON LIABILITY SHALL BE THE TOTAL AMOUNT PAID BY CUSTOMER TO MONTGOMERY DECKS UNDER THE SPECIFIC TERMS AND CONDITIONS OF SALE. IN NO WAY SHALL MONTGOMERY DECKS BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date: May 4, 2024, 2:59 PM

**Approved by:** Susan Davis

**Comments:** We looked through our Roof Folder for the specific color of our shingles; we don't have it.

Duan M. Davis

# **CASE NO. A-6897**

# PETITION OF STEVEN E. DAVIS AND SUSAN NOBLE DAVIS <u>EXHIBIT LIST</u>

1.	Application
2.	List of adjoining/confronting property owners
3.	(a) Statement of Justification (b) Supplemental Statement
4.	<ul><li>(a) Site Plan – Survey Plat</li><li>(b) Beverley Farms Elementary School's Civil Site Plan</li></ul>
5.	<ul><li>(a) Elevations</li><li>(b) Framing Plan</li><li>(c) Calculation of Porch Load and Beam Load verification</li><li>(d) Rear Yard Photos</li><li>(e) Standing Water Photos</li></ul>
6.	DPS building permit denial
7.	(a)-(b) Letters of Support from Neighbors
8.	Contract Agreement
9.	Zoning Vicinity Map
10.	<ul><li>(a) Envelope showing date notice mailed</li><li>(b) Notice of hearing scheduled for December 18, 2024</li></ul>
11.	
12.	
13.	
14.	
15.	

### Real Property Data Search () Search Result for MONTGOMERY COUNTY

View Map View GroundRent Redemption View GroundRent Registration

Special Tax Recapture: None

Account Identifier: District - 04 Account Number - 00126651

**Owner Information** 

Owner Name: DAVIS STEVEN E & SUSAN NOBLE

RESIDENTIAL Principal Residence: YES

12001 COLDSTREAM DR POTOMAC MD 20854-3620 Mailing Address: Deed Reference: /38503/ 00216

**Location & Structure Information** 

12001 COLDSTREAM DR Legal Description: Premises Address: BEVERLY FARMS

POTOMAC 20854-3620

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No: 7836

GQ12 0000 0000 4350029.16 0029 С 42 2024 Plat Ref:

Town: None

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use 1966 2 466 SF 10.420 SF

QualityFull/Half BathGarage Last Notice of Major Improvements StoriesBasementType Exterior SPLIT LEVEL1/2 BRICK FRAME/4 NO 2 full/ 1 half 1 Carport

**BRICK** 

Value Information

Base Value Value **Phase-in Assessments** As of As of 07/01/2024 07/01/2025 01/01/2024 Land: 378,700 397,600 Improvements 271,700 359,400 Total: 650,400 757,000 685,933 721,467

Preferential Land:

**Transfer Information** 

Seller: KATZ, MARCELLA B ET AL Date: 12/16/2009 Price: \$718,500 Type: ARMS LENGTH IMPROVED Deed1: /38503/ 00216 Deed2: Seller: GIESECKE, GUNTHER E & P R Date: 11/14/2003 Price: \$550,000 Type: ARMS LENGTH IMPROVED Deed1: /26057/ 00751 Deed2: Seller: Date: 11/09/1966 Price: \$33,000

Type: ARMS LENGTH IMPROVED Deed1: /03568/ 00377

**Exemption Information** 

07/01/2024 07/01/2025 Partial Exempt Assessments: Class 0.00 County: 000 State: 000 0.00 000 0.00|0.00 0.00|0.00 Municipal:

Special Tax Recapture: None

1 of 1

**Homestead Application Information** 

Homestead Application Status: Approved 09/20/2010

**Homeowners' Tax Credit Application Information** 

Homeowners' Tax Credit Application Status: No Application

12/13/2024, 4:36 PM