FETNEH ASKAR[redacted]LEISCHMANN ❖ DAVID M[redacted]URCHGOTT
3223 KLINGLE ROAD N.W., WASHINGTON, D.C. 20008

Orig

TO: Ms. Susan Morgan Hinton, Chairperson, & Members of the D.C. Board of Zoning Adjustment **DATE:** 16 September 1997

FROM: David M. Furchgott & Fetneh A. Fleischmann, homeowners 3223 Klingle Road N.W.

RE: Additional Evidence (for Application # **16260**)

We would like to request a waiver of the rules to submit this document and its attachments as new evidence for application #16260, requesting a variance of the zoning code for our property at 3223 Klingle Road N.W. (Lot #16, Square #2098). My wife and I are not represented by counsel in this matter, and are appreciative of both the direction and assistance which has been given to us by the Office of Zoning staff, and of the patience and understanding exhibited by the overwhelmingly vast majority of our neighbors throughout this process.

Regarding existing and new endorsements by effected neighbors

The proposed renovations and addition to the rear and third floor of our home will be primarily viewable from several houses on the north side of us, by our neighbor to the east of us, and by houses across the street from us running eastward on the south side of Klingle Road:

❖ We solicited and received support for our variance from all of the three rear neighbors most directly behind our home (Savarese, Williams, and Mares), plus one other nearby Woodley Street neighbor (Higden/Sudow). Additionally one other rear neighbor sent an unsolicited endorsement directly to the BZA (Park). To our knowledge, no neighbors to our rear on Woodley Street objected to our plans.

❖ Because of the alignment and height of the house, the only neighbor on the north side of Klingle Road to our east who would see our renovation and addition is our single immediate neighbor to the east, who has sent written notice of her support (Graham).

❖ We are an "end" row house with our "open side" facing east. Our neighbor immediately across the street from us (Aires & Gottdeiner) have endorsed our plans. The next unit, a "group house", has a non-resident owner. That side of our house is also viewable further down that side of Klingle Road, and the next neighbors in that direction also endorsed our application (Bennet and Kolodner)

❖ **Altogether, all parties with immediate view of proposed renovations and addition have written endorsements of our proposal**, excepting our immediate westward neighbors, the Turtons.

Regarding a letter on file from attorney Richard Nettler on behalf of *Costell et al.*

Four days ago (Friday, 12 September), we checked our file as instructed at the BZA office in preparation for this meeting. At that time we found a letter (dated 9 September) in our file from Richard Nettler, an attorney who has acted on behalf of a number of our neighbors in regard to *Costell et al. V. Charles R. Ince, et al.* Civil Action No. 97CA1829 (a hotly contested and still incompletely resolved issue in our neighborhood). We had not received this letter directly, nor did the original copy at the Office of Zoning have the attachments that were cited. Upon investigation among those concerned, we found that only one couple had singly and unilaterally instigated that letter from Mr. Nettler and that other parties were informed after the fact. We believe that the issues and rulings of that zoning suit are non-related to our variance request. We understand the concern of those of our neighbors who are involved in that suit, in that they do not want our request for a variance - no matter how relatively benign - to adversely affect their efforts to contain a difficult situation which exists at the other end of our block.

It is my understanding that the vast majority of persons involved in the action against the Inces have no interest in our request for a variance (because of the minimal nature of our proposed work and/or the distance from their homes). A few have expressed minimal interest only to the point that they don't want any decision related to our variance request to be useable as leverage for unreasonable variance requests which they feel the Inces may make. I am convinced through the information which I have been given by the OZ staff, that cases are handled individually and that our particular and peculiar situation has no bearing in this other matter. In this regard, therefore, there should be "no substantial detriment" (directly or indirectly) "to the public good".

Board of Zoning Adjustment
District of Columbia
CASE NO.16260
EXHIBIT NO.24
BZA

SEP 17 1997

CASE No. 16260

EXHIBIT No. 24

Regarding a letter written and received on 12 Sept. from attorney Jenny on behalf of the Turtons

Four days ago (Friday evening, 12 September), we also received a letter dated to the BZA the previous day, from our immediately adjacent neighbors to the west, Karen and Jack Turton, via an attorney.

Put in a context, the prior owners of our home had caused the Turtons considerable hardship: they had work done to the house without consideration of the Turtons; they had a fire (caused by seeming negligence) which created smoke damage in the Turtons home; and they allowed the house to go into extreme disrepair, creating a hazard for the Turtons and an eyesore for the neighborhood. With this history, we can understand the Turtons' concern and even possible distrust of this situation. Nonetheless since our arrival over five years ago, we have had an amicable relationship with our neighbors. When we first moved in, we invested considerable time and money in renovating as much of this house as we could afford to change, and we kept them informed during that process.

With regard to communication about this renovation and addition, we verbally notified the Turtons many months ago that we would be having extensive work done to the top of the house. When planning with our architect and engineer was complete, we asked for a meeting with the Turtons and met with them (20 July) prior to the circulation of the BZA notice. At the time of our initial meeting they had no objection to our proposed plans. Subsequently (and nearly a month later in mid-August) the Turtons expressed concern about drainage from the newly proposed roof. In response we offered to provide consultation with both the architect and engineer we had engaged at our expense, to investigate the validity of their concern and to seek remedies if necessary. They chose not to avail themselves of these consultants. We asked them to try to quantify their concerns so that they could be addressed, and only finally received their response in this single aforementioned letter a few days ago. Other matters, not previously mentioned or discussed (like impeding view, air and light), were raised as issues at that time. We called and asked for a meeting and they consented to meet with us on Sunday afternoon, but we were unable to get the architect and engineer to meet over the weekend at such late notice. We considered requesting a postponement of our BZA hearing to address their concerns, but were advised to the contrary by the BZA staff.

In specific response to the Turtons' concerns and points of their letter of 12 September:

❖ While roof and structural repairs have been a primary concern of ours, we have not characterized this request for a variance to the BZA as either being solely for repair or for cosmetic purposes.

Our original handwritten application (dated 15 April 1997) stated: "The owners wish to re-construct the existing dormer to correct faulty roof design and to enlarge to cover adjacent small area over second floor. This will also correct and improve the exterior design of the structure, and will allow for proper drainage of roof..."

In our revised application (submitted on 26 August), we stated in more detail: "We are (1) removing a poorly designed and constructed half dormer on the third (attic) floor of our house which partially covers the second floor; (2) replacing that half dormer with one that extends ten more feet back to fully cover the rear half of our second floor...; (3) replacing the very faulty flat roof of the former half-dormer with a peaked roof that will be approximately six feet taller on the rear half of the house; and (4) redesigning the rear and side exterior of the house to conform better with the neighborhood..." (Underlining added)

❖ As regards their allegation that this variance would *cause substantial detriment to the public good*:

1 .**Regarding view**: Both adjacent townhouses currently have single dormer windows on their rear third floors - the Turtons have two such small dormers in their middle unit. The Turtons, in their initial meeting with us, specifically stated that they make no use of their attic room, nor have any plans to do so. No views from windows on the two lower floors, which they actively use, are obstructed in any way.

The Turtons dormer window nearest our house is, in fact louvered and without windows, and has no way currently for a view (photos attached). Their views from the rear of both the nearest (the Turtons) and the furthest townhouses are totally unobstructed to the north across the alley.

Their dormer windows face north, and *not east*, and they currently allow no real peripheral to the east. Because of the existing height of these three adjoining townhouses in relation to trees and houses to the east of us, and because of the triangular placement of the houses to the east of our house on both Woodley and the remainder of our block of Klingle, there is currently *no view of note* to the east of our house (as compared to the

western view of trees, yards and the spires and towers of the Cathedral).

While the Turtons do not use their attic on their third floor, we have lived and slept at that level for the past five years, as our bedroom and former deck are at that level. We are very familiar with its views. Our former deck (removed because of the damaged roof below it last year) had a 4½ foot tall enclosed railing which is in *exactly the same location* as our proposed wall extension. The Turtons took no exception to that railing for the nearly twenty years that it existed which would have blocked this same view. As a middle unit in a three unit row of townhouse, these neighbors have no real eastward views from within their house *at any level.*

2. **Regarding light and air**. Our proposed renovations and addition will have no effect on the flow of light or air on the Turtons' property on the first three levels (basement and first two floors) of the Turtons home, and negligible (if any) effect on the attic level of their house. The arc of the morning sun in both winter and summer brings no direct westward light to their dormer windows or to our rear windows. Late afternoon sunlight (from the west to the east) is totally not affected by these proposed changes in our structure. The addition of the 9½ foot wall, does nothing to impede the flow of air across the entire rear of the Turtons roof, any more that the prior railing wall of the deck may have for the prior twenty years.

3. **Regarding water removal and snow accumulation**. Despite having provided for adequate guttering and down spouts in the original plans for the renovation, we immediately offered to provide oversized down spouts and gutters on the areas adjacent to the Turtons' house to provide additional assurance and protection for the Turtons. As I understand it, even though the standard sizes were adequate for all reasonable circumstances in our situation, these oversized down spouts and gutters are capable of handling nearly twice the volume of the standard size ones. These oversized gutters and down spouts would be along the base of the section of the roof slanting toward the Turtons roof. There is also a setback so that this gutter would still overhang our property. There would be a water-diverter strip along the roof, between our new wall and the property line (along that afore-mentioned setback, which is a twenty inch wide buffer area).

Although there is no way to accurately predict the specific amount of snow accumulation or snow drifts in any one place, the prior railing wall caused no unreasonably high snow drifts or leakage for the Turtons for two decades. Nonetheless, we have decided to install heat tape along the buffer area and possibly (if so advised by experts) along the lower parts of our slanted roof and gutters on the Turtons side, to insure quicker melting of accumulated ice and snow to alleviate their concerns as much as possible.

We understand that these roofs are engineered to handle snow-loads and rain that is far in excess of the normal conditions. Nonetheless, we also know that flat roofs are more susceptible to problems, and we have had two years of nightmares with ours. If we are intent on getting rid of the problem of flat roofs areas for ourselves, we don't feel that others should be able to require us to retain a faulty, or at least damage-prone, design. I have been told that others neighbors have also had problems with these flat roof areas.

❖ As regards the allegation that this variance would substantially impair the intent, purpose and integrity of the zoning plan: The Turtons attorney's argument regarding the relationship of this case to the class action litigation, has been deemed by the attorney for that case and by the majority of parties involved to be substantially unrelated. I cannot imagine how this requested action could be construed to impair the intent, purpose and integrity of the zoning plan in the least, much less to substantially impair that zoning plan Essentially that is for the BZA to decide.

❖ Finally, as regards the action of the ANC to reconcile possible differences that we may have had with the Turtons, the record shows that we have made repeated and reasonable attempts to do so. We did not find them receptive to our concessions and offers to try to find a mutually agreeable solution when their initial sole concern was drainage and snow. We did ask this past Sunday what it would take to find mutually acceptable ground, and they have stated that it would require us foregoing our plans to change the roof and enlarge the room, and that (to us) is unacceptable. Given this deadlock, and their lack of willingness to further mediate or seek the advice of experts in design or engineering (as opposed to attorneys), we feel we must rely on the decision of the BZA as the arbiter of such matters, as we then assume this falls beyond the scope of the ANC.

We would appreciate your reasonable and positive consideration of our request.

MARLENE WALLI SHADE
7056 WILLIAMSBURG BOULEVARD • ARLINGTON, VIRGINIA • 22213-1
PHONE: 703.237.9728 • FAX: 703.237.9729

September 17, 1997
Mr. David M. Furchgott
Ms. Fereth Askari Fleischmann
3223 Klingle Road, N.W.
Washington, D.C. 20008

It is the intent of this letter to outline the design intent of the proposed addition to the above address and to qualify the provisions that are planned to prevent any adverse effect to the adjacent property during this renovation.

The renovation was designed by a registered architect, myself and all structural modifications and improvements were reviewed by a licensed structural engineer. It should be noted that the residence has had many renovations and alterations over the years, which were done with building permits but not always of the best quality workmanship. It was the intent of the owners to remove two unsightly additions- a hut built on the rear deck and a badly deteriorated [illegible] addition have already been removed. It is also their intent to remodel the [illegible] bathroom that is currently so small that it only accommodates [illegible] to expand the master bedroom by enclosing the leaky [illegible] addition is shown covered with a gable roof that spans the width of each side of the

Currently the steep mansard roof covering the top floor of the house drains to perimeter gutters except along the rear where it adjoins the neighboring property and where it simply flows off of the [illegible] roof onto the above mentioned deck area. Existing gutters link to downspouts and [illegible] splashblocks at grade. Drawings show the new gable roof which intersects the existing [illegible] and downspouts on each side. All gutters and downspouts are oversized for their capacity and will be discharged at grade away from any adjacent property. A diverter will be added along the actual property line on the sloped portion of the roof.

As is the case with any repairs to roofs of attached dwellings, the repair or replacement of the owners roof (since it is physically attached to the adjacent roof) could in fact disrupt the adjacent roof. It is the intent that all repairs be made to adequately protect and integrate adjacent roof materials.

The owner intends to install heat tape on the side of the gable roof facing the adjacent property to prevent an accumulation of snow, allowing the snow to melt and flow into the gutters.

As with any renovation project, all efforts have been made to investigate and anticipate the conditions of the existing structure and as with all renovations, there may occur unknown conditions that make themselves evident during the construction which may necessitate changes in the plans.

Sincerely,

Marlene Walli Shade AIA

Attachment to Memorandum
dated 16 September 1997
Re. BZA Application #16260



3225 Klingle Rd
Rear view / Roof level



3225 Klingle Rd
Rear View / Roof level