404.371.2155 (o) 404.371.4556 (f) DeKalbCountyGa.gov Clark Harrison Building 330 W. Ponce de Leon Ave Decatur, GA 30030

Chief Executive Officer

**DEPARTMENT OF PLANNING & SUSTAINABILITY** 

Director

Michael Thurmond

Andrew A. Baker, AICP

## **Application for Certificate of Appropriateness**

Date Received: Application No.:
address of Subject Property: 1313 Harvard Rd, Atlanta, GA 30306
applicant: Robert Liu and Oi Wah Yap E-Mail: rebliu @amail.com
applicant: Robert Liu and Oi Wah Yap E-Mail: roblin @gmail.com applicant Mailing Address: 2192 Thorncliff Dr. NE, Atlanta, GA 30345
<u>,</u>
pplicant Phone(s): 404-308-1082 Fax: N/A
pplicant Phone(s): 404-308-1082 Fax: N/A  pplicant's relationship to the owner: Owner Architect: □ Contractor/Builder □ Other □ * Closing 12/14/2018
owner(s): Robert Cheng Boung Liu E-Mail: reblinegmail.com
owner(s): Robert Cheng Boung Liu E-Mail: roblin@gmail.com  Oi Wah Stephanie Yap E-Mail: DWSyap@gmail.com
Owner(s) Mailing Address: 2192 Thorn cliff Dr NE, Atlanta, GA 30345
Owner(s) Telephone Number: 404-308-1082
pproximate age or date of construction of the primary structure on the property and any secondary structures affected by this roject:
lature of work (check all that apply):
lew construction □ Demolition □ Addition □ Moving a building □ Other building changes □ lew accessory building □ Landscaping □ Fence/Wall ✍ Other environmental changes □ lign installation or replacement □ Other □
Building Privacy Fence for rear yard.

This form must be completed in its entirety before the Planning Department accepts it. The form must be accompanied by supporting documents (plans, material, color samples, photos, etc.). Provide eight (8) collated sets of the application form and all supporting documentation. If plans/drawings are included, provide eight (8) collated sets on paper no larger than 11" x 17" and three (3) additional sets at scale. All documents submitted in hard copy must also be submitted in digital form (.pdf format). All relevant items from the application checklist must be addressed. An application which lacks any of the required attachments shall be determined incomplete and will not be accepted.

Signature of Applicant/Date

Revised 1/26/17

Site plan for 1313 Harvard Rd NE

# ROBERT LIU

2192 Thorncliff Dr NE• Atlanta, GA 30345• Phone: 404-308-1082 E-Mail: rcbliu@gmail.com

Date: November 26, 2018

Dekalb County Historic Preservation Commission
Dekalb County Department of Planning and Sustainability
Clark Harrison Building
330 W. Ponce de Leon Ave
Decatur, GA 30030

Dear Members of the Dekalb County Historic Preservation Commission:

We respectfully request approval of our "Application for Certificate of Appropriateness" (Appendix 1) to add a fence to our new property, located at 1313 Harvard Rd NE, Atlanta, GA 30306 (site plan in Appendix 2). By the time of the hearing on Dec. 17, 2018, we will have closed on our new home (set closing date of Dec. 14, 2018). Our home sits below street level (Appendix 3), with the left side of the home (viewed from street) on a steep downward terrain that is largely concealed by foliage extending to the street sidewalk. We have obtained quotes from a few vendors, and will finalize once the fence is approved, but we are leaning towards the plan from First Fence of Georgia (Appendix 4).

The general plan will be to place 6' wooden privacy fencing along the home's sides and a 4' wooden rail-post-wire (e.g. more modern, hogwire-fence look, with a wooden gate (WG)) along the backyard (see layout on p. 5/6 in Appendix 4). The fence (without a gate) on the left will tie into the home near the corner at the front of the house, largely hidden by both the foliage and the steep drop off (photo of left side of house shown in Appendix 5). The 6' privacy fence here hides the air conditioning units on the left side of the house. The fence on the right will tie into the home near the corner at the back of the house (photo of right side of house shown in Appendix 6), located approximately 21 ft behind the front corner of the garage. The 6' wooden privacy fence here will have a 5' wooden gate with a trellis (sample image from unrelated home shown in Appendix 7). Fence and trellis will be stained or painted to a darker wood color to match the accent beams and dining room doors in the home's façade (e.g. 100% Minwax Ebony stain on cedar word, as shown in beams above window and French doors in the photo in Appendix 3). Please see the Appendices for further details.

We hope you will find that the proposed fence fits with the landscaping goals that the Preservation Commission maintains. We understand that the use of wooden materials is favored, and we hope the trellis on the right side strikes a good balance between being inviting in a more formal fashion while providing some privacy. We have tied the fence into the back of the home at the right to minimize its impact from the front. We believe tying the fence to the front of the home of the left to hide the air conditioning units will also be more desirable, especially since the top of the fence will still be partly hidden by the steep slope and foliage on that side of the home.

If there are any additional questions for us, please feel free to contact me using the information provided on the letterhead.

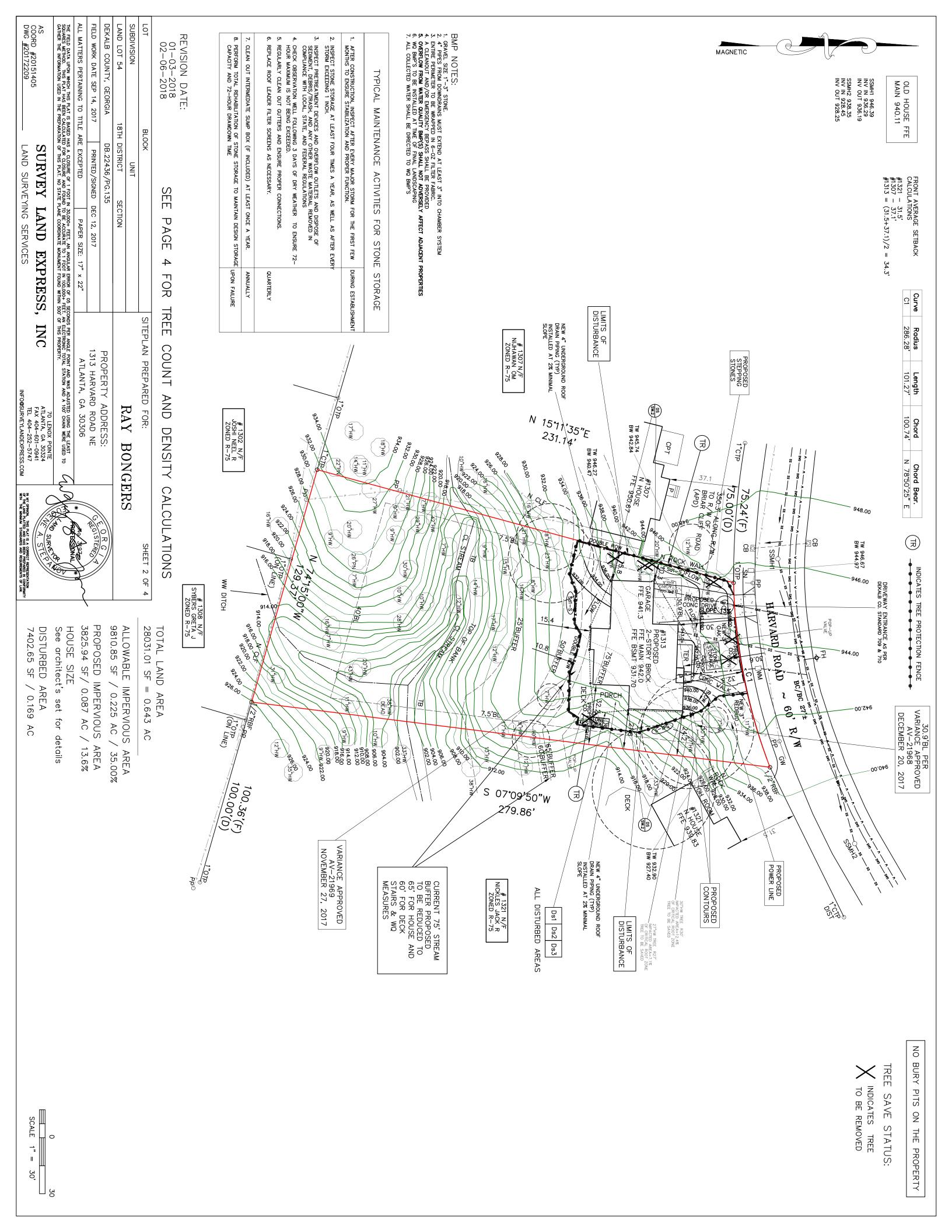
Sincerely,

Robert C. Liu

Tull-

O.W. Stephanie Yap

Application for Certificate of Appropriateness



Front view of 1313 Harvard Rd NE, Atlanta, GA 30306, showing beams and French door stained in dark brown, the color we would like the fence to match



First Fence of Georgia proposal



1779 Big Shanty Drive, NW Kennesaw, GA 30144

Discounted cash or check price:

**Division Of Southeastern Outdoor Supply, LLC** 

www.1stfence.com

Proposal

				Propos	al			
Name: Rob	ert Liu			St	reet: 131	3 Harvard Road NE		
City, State, Zip: Atlanta, GA 30306				Date: 11/20/20	)18	Phone: 404-308-1082	Phone:	
Subdivision:			Fax:	-		Email: rcbliu@gmail.com	1	
						Terrain Mild Slope		
Fence 1:	6 Ft Priv	Pine - 3 Rail		<b>129</b> ft		Obstructions None		
	Build Style B - No Stain - Dog Ear Picket -					Removal By Other		
	Regular Dado Post					Approximately 2 to 3 weeks	<del>-</del>	
	Orientation: Finished Side Faces Out					contract and deposit is rece	•	
	Spacing:					Georgia. Installation date subject to change without n	· ·	
	Gate 1	Single Swing 5' WG with 2	Qty: 1			weather, manpower & cons		
		Posts Trellis 6x6 Posts and Maxi	ma Latch					INITIAL
						Purchaser Agrees that fina	al price will be	
Fence 2:	4 Ft Post-Rail-Wire - 1 Rail 97 ft					determined by final instal	lled footage.	
	Build Styl	e A - No Stain - Flat Post						INITIAL
	Post and Wire to Include bottom Rail					Purchaser is responsible for locating property		
	Orientation: Finished Side Faces Out					lines. Purchaser takes sole responsibility for fe		nce
	Spacing:					location.		
	Gate 2	Single Swing 4' WG with	Qty: 1					INITIAL
		Maxima Latch						
						First Fence of GA is not re	esponsible for damage	e to
						underground systems, ex	cept marked utilities.	
								INITIAL
Constru	ction De	tail:				Wood Fence components	s. when exposed to th	e
Finished Side of Fence will Face Out						elements are subject to in	•	
	Fence will follow general Contour of the Grou All Posts Set in Wet-Mixed Concrete				shrinkage, cracking, etc. No warranty is offered or		d or	
						implied against these conditions.		INITIAL
	Ranch Ra	ail Orientation from Inside: Post/Ra	il/Wire/Fas	cia				INITIAL
					Discounted cash or check p		40	
Other Detail:					All Taxes Included	Price Valid for 30 Days	\$3,686.00	
		ils - Twist Shank Aluminum						4
		k Gate Promotion Included	2			Deposit:		\$1,229.00
	•	of Vegetation IS NOT included on (						
		wn Includes all Available Discount ner to Obtain Building Permit - If Re				Balance:		\$2,457.00
		ŭ	•	. d		Estimator: Mike Farba	a 1:	\$ <b>2,437.00</b> 1/20/2018
	Discount	equal to price of a single gate has	рееп аррпе	eu		470-292-0800		1/20/2016
Warrant	v Dotail:					Purchaser accepts a		.d
Warranty		Vorkmanchin Warranty				with this proposal	. •	
		Vorkmanship Warranty Treated Lumber Carries Lifetime V	Varrenty on	ainet Tarmita		limited to schemat		
		rreated Editiber Carries Elletime v	varianty ag	amst remite		terms and con		INITIAL
		arry a Limited 10 Year Picket Repl	acement W	arranty		Accepted by Purchaser	and pugeer	Date
	i iokolo o	arry a Emilian To Teal Floret Repli	accinicit w	urranty		Accepted by Furchaser		Dute
						Accepted by First Fence o	of Georgia	Date
Total Reta	il Drice:			\$ 3,880.00				
Julia Rela	iii Fiice.			ψ 3,000.00				

\$ 3,686.00

770-422-9996

770-422-9559

phone:

fax:

## **Payment Information for First Fence Contract**

Minimum deposit of \$1,229.00 is due along with your signed contract.

Select Method:

Note:

<u>Method #1</u> - Input your ACH info below. This will result in your Fence Project going into our system quickly and your installation lead time will begin immediately.

Method #2, #3, and #4 - (Paying by Cash, Check or Calling the Office) These methods for paying your deposit will place your Fence Project on hold. Your lead time will begin when the deposit is received.

If you would like to pay using a different method please contact Customer Service at 770-422-9996.

## **ACH from your Bank**

I authorize First Fence of Georgia to initiate an electronic debit to my: Select Type of Account:

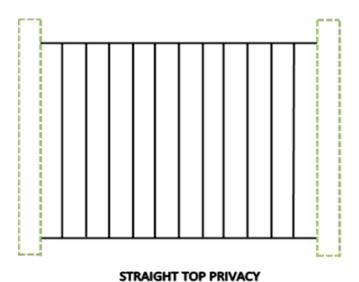
for payment of my deposit. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

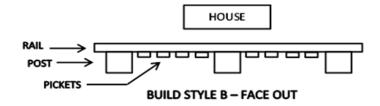
Date:	
Financial Institution Name:	
Name on Account:	
Routing Number:	
Account Number:	-
Deposit Amount :	
Signature:	

### Mail Check to the Office

First Fence of Georgia 1779 Big Shanty Drive, NW Kennesaw, GA 30144 **Customer Name: Robert Liu Schematics Fence 1** 

## 6 Ft Priv. - Pine - 3 Rail





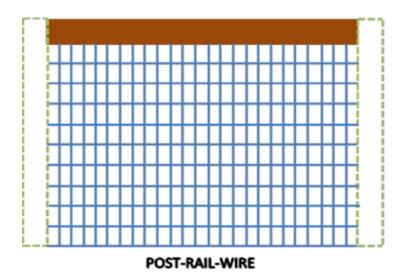


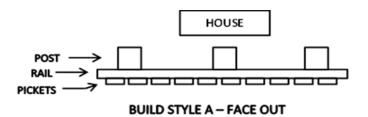
#### Materials:

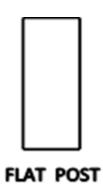
Section	Comment
Posts	Pressure Treated Pine 4" x 4"
Posts	Gate Posts - Pressure Treated Pine 6" x 6"
Rails	Pressure Treated Pine 2" x 4", 3 per section
Pickets	Pressure Treated Pine 1" x 6"
Gate Detail	Wood Gates - Built with Cedar Framing and Screwed Joints
Gate Detail	Gate Hinges - Heavy Duty Black Steel Hinges
Gate Detail	Gate Latches - Heavy Duty "Maxima" Gravity (will accept padlock)

Liu, Robert 11-20-2018.xlsm 3 of 6

## 4 Ft Post-Rail-Wire - 1 Rail







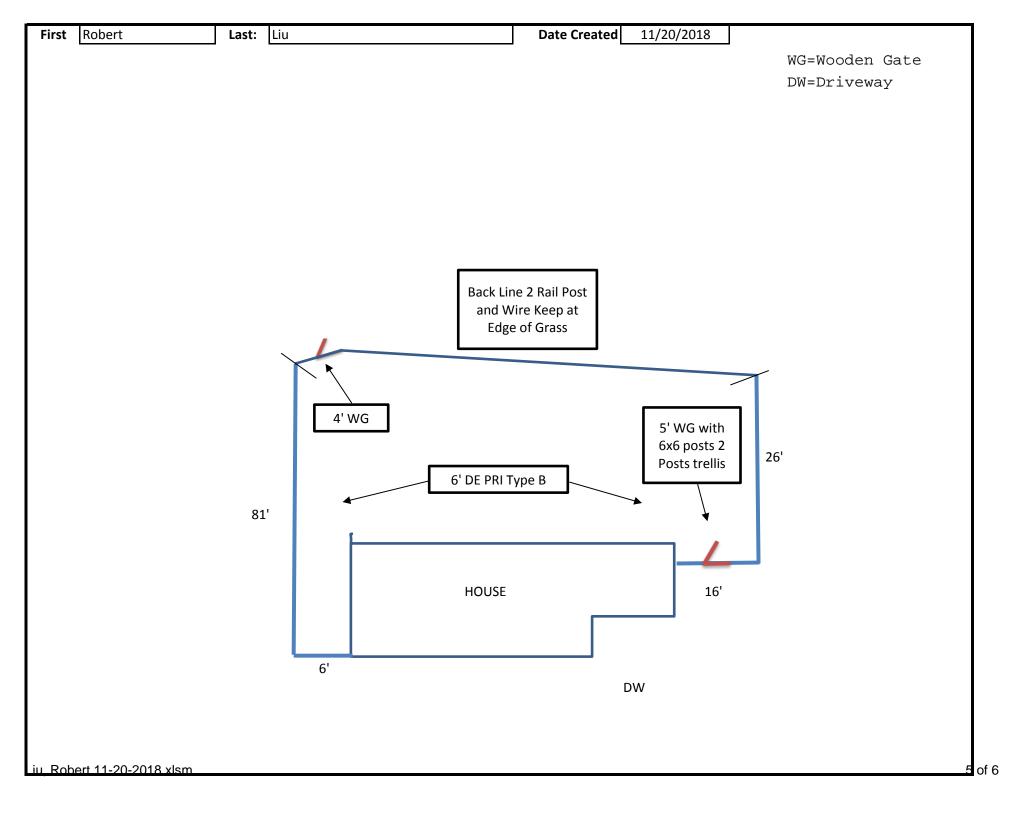
#### Materials:

Section

Posts	Pressure Treated Pine 4" x 4"
Rails	Rough-Sawn Pressure Treated Pine 1" x 6"
Wire	Welded Wire - 2" x 4" Black Coated
Gate Detail	Wood Gates - Built with Cedar Framing and Screwed Joints
Gate Detail	Gate Hinges - Heavy Duty Black Steel Hinges
Gate Detail	Gate Latches - Heavy Duty "Maxima" Gravity (will accept padlock)

Liu, Robert 11-20-2018.xlsm 4 of 6

Comment



#### Conditions

First Fence of Georgia hereby sells to the purchaser the fence product or structure described in this contract, subject to all terms and conditions on each side of this contract, and the purchaser in consideration thereof, agrees that:

Responsibility of Buyer: Purchaser agrees to locate and identify the property lines and pertinent easements. Purchaser takes sole responsibility for fence location. Purchaser agrees that he is solely responsible for the location of the fence described in this proposal. Purchaser will defend First Fence of Georgia and reimburse them for all costs in connection with any claim made by anyone about the location of the fence. Purchaser is responsible for any special work described in this proposal.

Unforeseen Conditions-Additional Charges: Purchaser agrees that First Fence of Georgia has the right to make reasonable additional charges if unforeseen ground conditions hinder the fence installation. Such conditions may include rock formations, hidden foundations, tree roots and other obstacles.

Underground Systems: Purchaser agrees that First Fence of Georgia will not be held responsible under any circumstances for da mage to any underground pipes, drains, wires, cables, foundation, sprinklers, etc. that are not marked by The Utility Service of Georgia (1-800-282-7411).

Landscape: Purchaser agrees that First Fence of Georgia will not be held responsible for any restoration of any part of the landscape that is disturbed during fence installation. First Fence of Georgia will not be required to remove or reform soil excavated from post holes during fence installation. First Fence of Georgia will not be responsible for damage to trees, shrubs, sod, plants, flowers, etc.

Payment: Payment to First Fence of Georgia is due per the terms specified on the face of the contract. "Due on Completion" me ans customer will pay installer on the day the project is complete. Customer agrees that if payment is made later than agreed terms, a late charge of 1 ½% per month will be paid by the customer. Failure to pay as agreed will void all warranties. There will be a \$25.00 charge for returned checks. I f any unpaid balance is turned over to an attorney or collection organization, the customer will be responsible for all fees associated with the collection of the monies due. In addition, the customer will also be responsible for \$200.00 fee to reimburse First Fence of Georgia for the cost associated with liens placed on the property until full payments has been received. Any financing agreements are made between the customer and a third party financing instituti on.

Contract: This proposal only becomes a contract after being signed by the Purchaser and accepted by an officer of First Fenceof Georgia.

Disputes: Purchaser agrees that any disputes concerning this contract will be adjudicated in the appropriate Georgia municipa lity.

The agree upon total price on this proposal is an all inclusive dollar amount which includes First Fence of Georgia's cost of materials (including sales tax), delivery, and installation labor charged to customer for all installation services. Final footage, associated components, and services may vary. Said variations will be billed or credited on a prorated basis.

Redo Work and Extra Trips: Customer shall be present when work commences (unless alternate arrangements have been made) to in dicate location of the fence and gates and to inform workmen of any special conditions. Work completed in error due to customer's lack of direct ion to installers will be corrected at customer's expense. Extra trips necessitated by customer-caused interruptions will be billed to the customer at a rate that is based on the costs incurred. Customer will be present at project completion to approve work and deliver final payment to workmen. If extra trips are requested to make changes or corrections not related to workmanship, customer will be billed for trip charges plus the cost of the changes requested.

Warranties: Fences are warranted for lifetime of the purchaser against defects in workmanship. First Fence of Georgia will r esolve any errors in workmanship for as long as the customer of record owns the fence. Exclusions: Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact of pressure, and normal wear and tear. Fence materials will change appearance, dimension and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warpage and cracking. Defects caused by the above describe natural changes to the material and are specifically excluded from this warranty, but are covered by the First Fence of Georgia extended picket repl acement coverage. Gate Warranty: Gates will be adjusted at no extra charge for a period of ninety (90) days after the install date, provided th at abuse is not evident. This limited warranty is in lieu of any other express or implied warranties, including but not limited to implied warranties of me rchantability, or fitness for any particular purpose. No verbal assurances or warranties will be valid at any time. Valid warranty claims will be attended to by First Fence of Georgia within six (6) months of notification to First Fence of Georgia.

Animal & Child Containment: Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any fence. Purchaser agrees that First Fence of Georgia will not be held responsible for the retention of pets or children within installed fences or for damages resulting from the escape of pets or children.

Attachment to Masonry: The attachment of fences and gates to existing masonry structures such as columns, walls, driveways, buildings, etc. carries the risk of damaging said structures. Masonry walls and columns with fences attached are subject to damage from wind. Purchaser a grees that First Fence of Georgia will not be held liable for damage to masonry structures described herein.

Scheduling: Completion of this contract can be delayed by inclement weather, manpower constraints and/or equipment availability. Said delays can cause the buyer inconvenience and/or expense such as lost time at work, pet boarding fees, etc. Customer agrees that First Fe nce of Georgia will not allow a reduction in the contract price, nor will reimbursement be made to compensate customer for said expenses and/or incon venience.

Fence Height: Fence height is defined herein as the height of the fence at its tallest point from grade, plus or minus six (6) inches.

Site Preparation: Site Preparation, such as clearing and grading, is the responsibility of the customer, unless other specific arrangements have been established in the contract.

 $\label{eq:building Permits: All required building permits will be obtained and paid for by the customer.$ 

Other: Unless specified on the face of the contract, all matters relating to the completion of this project will be decided by First Fence of Georgia. This will include gate placement, material section, construction technique, etc.

Cancellation: This contract can be cancelled without penalty, if done within three days of date signed by purchaser. After the three-day grace period, cancellation of this contract will result in charges for any work performed and/or materials procured for the contracted work, plus a fee equal to 15% of the contract amount.

Verbal Representation: Responsibilities of First Fence of Georgia are limited to that which is described in this contract. Verbal representations by First Fence of Georgia employees will not be honored.

Proposal: After receipt of signed copy from buyer, this proposal when accepted by First Fence of Georgia, becomes a contract between the two parties, this contract can be cancelled without penalty, if done within three days of date signed by purchaser.

Liu, Robert 11-20-2018.xlsm 6 of 6

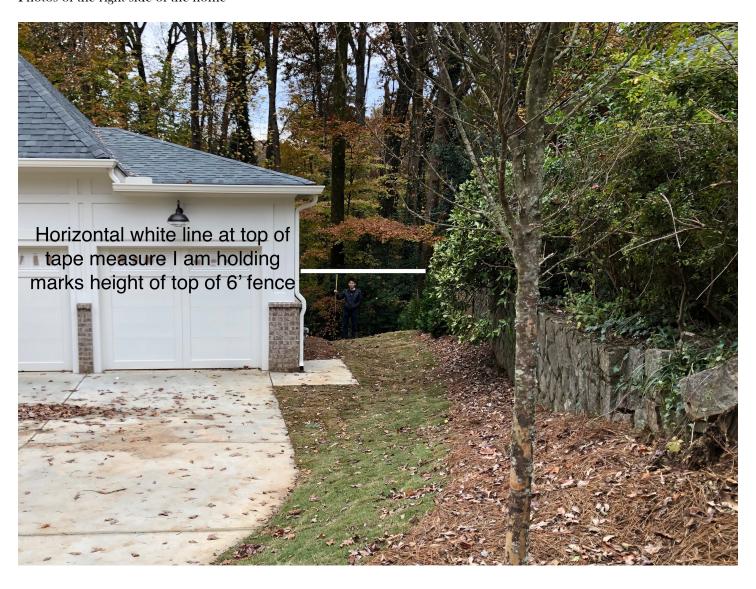
Appendix 5 Photos of the left side of the home





Appendix 6

Photos of the right side of the home



Appendix 7
Sample photo of trellis over gate from unrelated home

