



New Home Addendum
For Use in Washington, DC & Montgomery County, Maryland
(Required for Use with MAR and Regional Contracts)

The Contract of Sale dated _____, Address 9518 Forest Road
City Bethesda, State MD Zip 20814-1217
Lot: _____ Block/Square: _____ Subdivision: Alta Vista
between Seller ASP 9510 Forest Road, LLC and
Buyer _____ is

hereby amended by the incorporation of the following paragraphs, which shall supersede any provisions to the contrary in the Contract.

WHEREAS, the said contract form is used primarily for resale transactions; and

WHEREAS, the subject property of this contract is a new home;

NOW, THEREFORE, notwithstanding anything to the contrary in said contract, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

1. RESALE PROVISIONS DELETED: All provisions in the attached contract regarding property condition, termite repairs, access to the property, possession, and settlement date are hereby deleted.

2. CONSTRUCTION:

A. In the event that this Contract is contingent upon financing, Seller may elect to delay construction on subject property until said financing contingency is either (1) satisfied pursuant to the provisions of the financing contingency contained in the Contract of Sale (see Regional Contract Par. 10, MAR Contract Par. 10, or Montgomery County Jurisdictional Addendum Par. 12), or (2) removed by providing to Seller evidence that Buyer has sufficient funds available to complete settlement without obtaining said financing.

B. In the event that this Contract is contingent upon an appraisal, Seller may elect to delay construction on subject property until the appraisal contingency has been removed or satisfied pursuant to the provisions of said appraisal contingency.

C. Seller agrees to complete on the premises, a dwelling as described and set forth in the attached Exhibits, subject to the options and/or changes selected and paid for by Buyer. These options/changes will be specified on a separate attachment as Exhibits to this Contract.

D. The Seller reserves the right to make such changes or substitutions in the construction, materials and equipment, and to revise the plan, as Seller may deem necessary due to the unavailability of certain materials or equipment, peculiar engineering, construction and /or permit inspection requirements, or topography of the premises. Any changes and/or substitutions made shall be in substantial conformance with the attached Exhibits.

E. It is further agreed that the location of the driveways, walkways and patios, the grading, planting and landscaping, including the disposition of existing trees and the control of waterflow, the inclusion or exclusion of retaining walls and other site details are subject to change at the absolute discretion of the Seller depending upon site or job conditions encountered and/or permit requirements.

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Previous New Homes Sales Contracts should be destroyed.

3. **STANDARD SELECTIONS AND OPTION EXTRAS:** The Buyer may select options and/or upgrades for the home chosen, provided, however, that:

A. Option selections and allowances must be submitted in writing and delivered within 30 days from the date Seller provides written notice to Buyer to select said options. Seller shall give written notice of the costs of selected option/upgrades to Buyer as soon as they are calculated by Seller, and Buyer shall have three (3) business days after receipt of that information to advise Seller in writing as to what options are desired. Seller and Buyer may mutually extend said timeframe to determine choice and cost of options. Buyer may make interior decorating and color selections from Seller's standard selections provided that such selections are completed and delivered to Seller within the timeframe designated herein. In the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete the home using Seller's standard selections.

If the parties cannot agree as to the choice and/or cost of options, then the home shall be constructed per the agreed upon plans and specifications attached and made a part of this Contract.

B. One Hundred percent (100 %) of the cost of any options agreed to by Buyer and Seller shall be paid for by Buyer in the form of cashier's check(s) or wire transferred funds at the time house construction begins or at the time of making the selection, if house is completed or under construction. This payment and any future payments for options are nonrefundable. The balance of such costs shall be due and payable at settlement. Buyer reserves the right to increase the sales price of the home to incorporate the actual cost of the options. In such case, the monies advanced to Seller prior to settlement for said options shall be credited to Buyer at settlement as additional deposit(s).

C. It is understood that this provision does not permit Buyer to select any standard construction option if construction has proceeded beyond the stage where the option is available in the normal course of Seller's standard construction practices.

D. Once Buyer has selected options and/or made decorating and color selections, no further alterations, changes or additions shall be made in the construction of the dwelling, unless approved by Seller in writing and a nonrefundable change order fee of \$ 500.00 is paid by Buyer.

4. **DEPOSIT: (Maryland only)** In the event Seller is holding the deposit, Seller may, in accordance with the provisions of Title 10, Subtitle 3, Sections 10-301 -10-303, of the Real Property Article of the Annotated Code of Maryland:

A. Deposit or hold the sum in an escrow account segregated from all other funds of the vendor or builder to assure the return of the sum to the purchaser in the event the purchaser becomes entitled to a return of the sum;

B. Obtain and maintain a corporate surety bond in the form and in the amounts set forth in §10-302, conditioned on the return of the sum to the purchaser in the event the purchaser becomes entitled to the return of the money; or

C. Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in the form and in the amounts set forth in §10-303.

5. **SETTLEMENT AND CONTRACT PERFORMANCE DATES:** The Seller provides the following estimated settlement and/or performance dates:

A. Settlement date _____

B. 365 days from date of ratification (outside delivery date per paragraph 7 hereof) _____

C. Other date(s) _____ for performance of _____

NOTE: All estimated settlement and performance dates, if any, must be included in this paragraph.

6. **NOTICE OF SETTLEMENT AND CONTRACT PERFORMANCE DATES:** Once the property is substantially completed, as defined in this paragraph, Buyer agrees to make full settlement for this property. The Seller agrees to provide Buyer with no less than ten (10) and not more than thirty (30) days of Notice of the Settlement Date. Both parties agree that the property shall be construed to have been substantially completed on the date the property has passed final governmental inspection, if required, and the Seller can offer Buyer occupancy. If, however, at Seller's sole discretion, items such as landscaping, exterior concrete, driveways, final grading, sod or seeding, and exterior painting cannot be completed by reason of weather conditions, settlement shall be consummated on the date so scheduled by Seller so long as temporary access to the property is provided to Seller. Seller agrees that such uncompleted items

shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to accept and cooperate in such temporary access and shall give Seller and Seller's agents and contractors' adequate access to the property to enable them to complete such work. Buyer acknowledges that Seller is not responsible for lawn care and Seller's obligation to complete seeding or sodding shall be deemed satisfied once the installation of those materials has been completed.

7. DELIVERY AND POSSESSION: Seller agrees to give possession at the time of settlement hereunder, provided Buyer has paid the full purchase price and complied with all the terms of this Contract. The inability of Seller to perform and/or make delivery hereunder because of any local, municipal, county, state or federal action, regulation, order or other government requirement shall not affect the validity and enforceability of this Contract and all of the time periods provided for herein for performance and/or delivery shall automatically be extended until relief from such actions permits Seller, in the reasonable course of business, to perform its obligations hereunder. However, Seller shall have the right to return Buyer's deposit and any payments made for options, and to declare this Contract null and void if, in Seller's sole discretion, it determines that such performance within 365 days from the date of acceptance hereof by Seller will not be possible due to matters beyond Seller's control as described in this paragraph. Seller shall not be liable to Buyer for any damages whatsoever by reason of delays in such performance. In the event that Seller has not notified Buyer of settlement as provided hereinabove within 365 days from the date of acceptance hereof by Seller, absent delays beyond Seller's control, Buyer shall have the option of declaring this Contract void and receiving a return of his deposit and any payments made for optional extras, and any interest earned thereon.

8. PRE-SETTLEMENT INSPECTION: for Montgomery County transactions, the Buyer has the right to inspect the property not less than twenty-four (24) hours, nor more than seventy-two (72) hours before settlement, unless the parties agree otherwise. **(The right to a pre-settlement inspection is guaranteed by Montgomery County law.)** In the District of Columbia the Buyer may inspect the property not less than five (5) days before settlement unless the parties agree otherwise. Buyer may be accompanied by an agent representing Buyer and Seller, or Seller's authorized representative (collectively "Seller") may also attend the inspection. At the time of such inspection, Buyer and Seller shall make a written list of items not yet completed or not in compliance with new home construction standards generally applicable in the Washington, D.C. metropolitan area (the "punchlist"), and Seller shall execute the punchlist, which shall constitute Seller's agreement to complete all items on the punchlist as soon as may be reasonably practicable prior to settlement.

In the event that any such items are not completed prior to settlement, Seller agrees to complete all remaining items on the punchlist in a reasonable timeframe following settlement, and Buyer agrees to provide Seller and Seller's agents and contractors adequate access to the property to enable them to complete such work. Notwithstanding the fact that items may appear on the punchlist, Buyer shall make full settlement as provided in paragraph 6 above, and Seller shall not be required to escrow any funds at the time of settlement for punchlist items.

9. WARRANTIES: Seller warrants the new home against defects in workmanship and materials, with coverage in accordance with local laws.

Montgomery County, Maryland (only)

A. NOTICE TO BUYER: Montgomery County law does not require a builder to furnish any bond, insurance or other financial security to guarantee the builder's performance of its warranty obligations. If a builder promised any other bond, insurance or security to guarantee the performance of its warranty obligations, that bond insurance or security must be listed here:

BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE IMMEDIATELY PRECEDING NOTICE.

BUYER

Date

BUYER

Date

A builder is required to give a written warranty that provides coverage, at least, consistent with the parameters established by Section 31C of the Montgomery County Code. A sample of said warranty, the provisions of which are made a part of this contract, is attached hereto, and the original of same shall be delivered to Buyer at Settlement.

B. The following localities have opted out of the County requirement and, as such, follow the State Regulations (Real Property Article §10-601 – 610, MD Code Annotated): Chevy Chase Village, Town of Chevy Chase, Town of Garrett Park, Town of Poolesville, or the Town of Washington Grove. These state laws require a builder/seller to disclose to Buyer whether or not the builder participates in a qualified new home Warranty Security Plan.

Choose One of the Following as Applicable:

- ☐ 1) Builder participates in a New Home Warranty Security Plan and will provide Buyer with a New Home Warranty which meets the requirements of Maryland law (GCAAR Forms #1603 & 1603A are attached hereto and made a part hereof).
- ☐ 2) Builder participates in a New Home Warranty Security Plan and will NOT provide Buyer with a New Home Warranty but has offered to the Buyer, at the Buyer's option and expense, the opportunity to obtain a New Home Warranty (GCAAR Forms #1603 & 1606 are attached hereto and made a part hereof).
- ☒ 3) Builder does NOT participate in a New Home Warranty Security Plan (GCAAR Form #1604 is attached hereto and made a part hereof).

Washington, DC (only)

C. District of Columbia law does not require builders to provide any express written warranty.

Seller ☐ is ☐ is not (check one) providing a New Home Warranty to Buyer.

If Seller is providing a New Home Warranty, a sample of said Warranty is attached, and the original of same shall be delivered to Buyer at settlement.

Montgomery County, Maryland and Washington, DC

D. Except as otherwise provided by law, or as agreed to herein, Seller makes no warranty as to items not of Seller's manufacture, including, but not limited to: any water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission; Seller agrees to provide Buyer the manufacturers' warranties, if any, without recourse.

10. UNSOLD UNIT AND PROMOTIONAL DISPLAYS: In the event that the subject property is part of a new homes subdivision of Seller, until such time as all of the dwelling units in Seller's subdivision are sold, Seller reserves the right to make such use of unsold dwelling units, the common elements, street and the main entrance of the project as is necessary for its sale and construction program. Buyer recognizes and acknowledges that in order to accomplish Seller's construction program, trucks, construction equipment, personnel, noise and other inconveniences attendant thereto may be present. Buyer agrees not to obstruct or impede any such construction or sales activities. Such use by Seller, however, shall not unreasonably interfere with Buyer's use of his property. It is agreed that all furniture, personal property, furnishings, wallpaper, shrubbery, fences, landscaping, patios and recreational facilities exhibited in the model houses and model house area are for exhibition purposes only and are not included in the purchase price unless otherwise expressly provided herein.

11. ACCESS: In order to comply with insurance requirements and to assure the safety of Buyer and Seller's personnel, BUYER WILL NOT HAVE ACCESS OR ENTRY TO THE IMPROVEMENTS OR THE CONSTRUCTION SITE DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT THE IMPROVEMENTS OR THE CONSTRUCTION SITE PRIOR TO THE SETTLEMENT OF THIS CONTRACT without the express written authorization of Seller. Should the Buyer enter the improvements and/or construction site at any time, in violation of this Paragraph, the Buyer acknowledges that such will be an act of trespass. The buyer further acknowledges that the Seller assumes no liability or responsibility for any injury suffered by Buyer or his guests or invitees while visiting the said dwelling unit or construction site, and Buyer hereby agrees to indemnify Seller against the same.

12. ORAL STATEMENTS: Oral statements or promises often cause serious disputes between Sellers and Buyers of new homes. This section of the Contract attempts to alleviate potential problems. Unless oral statements or promises are included in this Contract, they may not be enforceable under law. By including the terms below, Buyer and Seller are making them a part of this Contract. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES. The following oral statements or promises have been made by Seller, Seller's agent or Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Contract:

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

If the above section is left blank, the parties agree that this shall mean that no oral promises or statements have been relied upon in connection with this Contract.

13. BUYER ACKNOWLEDGEMENT: The Buyer acknowledges that, as the purchaser of newly constructed property, there are a number of legal issues/requirements they should be aware of (including but not limited to: building/construction code, licensure requirements for builders and/or contractors, the permitting process and regulations, applicable zoning restrictions and requirements). The Buyer is advised to consult the appropriate governmental office for the jurisdiction(s) in which the property is located and/or obtain legal counsel regarding such matters.

14. ATTACHMENTS: The following Schedules are attached hereto and are made a part of this contract:

- ☒ New Home Warranty Disclosures and Warranty (as provided in Par.9 hereof)
- ☒ Site Plan
- ☒ Floor Plan
- ☒ Standard Features
- ☐ Schedule A - Option Selections
- ☒ Schedule B - Specifications
- ☒ Other NAHB Residential Construction Standards
- ☒ Other MD Attorney General Consumer Protection

15. PROPERTY TAX CREDITS FOR ACCESSIBILITY IMPROVEMENTS: A real property tax credit for this property may be available to the Buyer for the cost of installing accessibility features or the cost of Level I or Level II accessibility standards to the property as defined in Montgomery County Code 52-18U(a). The types of improvements for which credits are available are any of the following permanent modifications to a residence:

- ☐ A no-step front door entrance with a threshold that does not exceed ½ inch in depth with tapered advance and return surfaces or, if a no-step front entrance is not feasible, a no-step entrance to another part of the residence that provides access to the main living space of the residence;
- ☐ An installed ramp creating a no-step entrance;
- ☐ An interior doorway that provides a 32-inch wide or wider clearing opening;
- ☐ An exterior doorway that provides a 36-inch wide or wider clear opening, but only if accompanied by exterior lighting that is either controlled from inside the residence, automatically controlled, or continuously on;
- ☐ Walls around a toilet, tub, or shower reinforced to allow for the proper installation of grab bars with grab bars installed in accordance with the Americans with Disabilities Act Standards for Accessible Design;

- ☐ Maneuvering space of at least 30 inches by 48 inches in a bathroom or kitchen so that a person using a mobility aid may enter the room, open and close the door, and operate each fixture or appliance;
- ☐ An exterior or interior elevator or lift or stair glide unit;
- ☐ An accessibility-enhanced bathroom, including a walk-in or roll-in shower or tub; or
- ☐ An alarm, appliance, and control structurally integrated into the unit designed to assist an individual with a sensory disability.
- ☐ Level I Accessibility Standard – means a permanent addition to a single family residence that include at least one no step entrance located at any entry door to the house that is connected to an accessible route to a place to visit on the entry level, a useable powder room or bathroom, and a 32 inch nominal clear width interior door as further defined and described in Section 52 - 18U of the County Code;
- ☐ Level II Accessibility Standard – means permanent additions to a single family residence that provide all of the Level I Accessibility Standards plus an accessible circulation path that connects the accessible entrance to an accessible kitchen, a full bath, and at least one accessible bedroom as further defined in Section 52-18U of the County Code.

Amount of Credit Estimated for the Proposed Checked Improvements \$ _____ .

By: [Signature] 7/12/19
 Seller Date
 ASP 9510 Forest Road, LLC

Buyer Date

Authorized Signer
 By: Fred L. Eisenhart
[Signature] 7/12/19
 Builder Date
 Wormald Home Construction, LLC.

Buyer Date

By: Fred L. Eisenhart
 Authorized Signer



NEW HOME DISCLOSURE ADDENDUM

Builder does not participate in a new home warranty security plan.

Special provisions attached to and hereby made a part of the contract dated _____
on lot 26, block 2, subdivision Alta Vista,
located in Montgomery County, Maryland between
(Buyers) _____ and
(Sellers) ASP 9510 Forest Road, LLC.

Maryland law requires a builder who does not participate in a new home warranty security plan to make the following disclosure as part of the contract for sale or construction of a new home.

Builders of new homes, in the state of Maryland, are not required to be licensed by the state nor by most local jurisdictions.

I do not participate in a new home warranty security plan. Therefore, the buyer may be afforded only certain limited implied warranties as are provided by law.

The buyer has the right to change the buyer's mind and to rescind this contract. If the buyer decides to discontinue this contract, the buyer must notify the builder in writing, within five (5) working days from the date the buyer signs the contract. Upon rescission, the buyer is entitled to a refund of any monies paid to the builder for the new home.

The buyer acknowledges that the builder does not participate in a new home warranty security plan and that the buyer has read and understands the above disclosure.

Signature of Homebuyer _____		Date _____	
<u>By: [Signature]</u>			
<input checked="" type="checkbox"/> Seller	<input checked="" type="checkbox"/> Builder	<input type="checkbox"/> Purchaser	<input type="checkbox"/> Owner
<u>ASP 9510 Forest Road, LLC</u>		<u>By: Fred L. Eisenhart</u>	
		<u>Authorized Signer</u>	
<u>By: [Signature]</u>			
<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Builder	<input type="checkbox"/> Purchaser	<input type="checkbox"/> Owner
<u>Wormald Home Construction, LLC</u>		<u>By: Fred L. Eisenhart</u>	
		<u>Authorized Signer</u>	
<u>7/12/19</u>		Date _____	
Date _____			

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Inclusions/Exclusions Disclosure and/or Addendum
Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 9518 Forest Road, Bethesda, MD 20814-1217

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

KITCHEN APPLIANCES

- ☒ _____ Stove/Range
- ☐ _____ Cooktop
- ☒ 2 _____ Wall Oven
- ☒ _____ Microwave
- ☒ _____ Refrigerator
- ☒ _____ w/ Ice Maker
- ☒ 2 _____ Bev. Refrigerator
- ☒ _____ Dishwasher
- ☐ _____ Disposer
- ☐ _____ Separate Ice Maker
- ☐ _____ Separate Freezer
- ☐ _____ Trash Compactor

LAUNDRY

- ☐ _____ Washer
- ☐ _____ Dryer

ELECTRONICS

- ☐ _____ Alarm System
- ☐ _____ Intercom
- ☐ _____ Satellite Dishes

LIVING AREAS

- ☒ _____ Fireplace Screen/Door
- ☒ _____ Gas Log
- ☐ _____ Ceiling Fans
- ☐ _____ Window Fans
- ☐ _____ Window Treatments

WATER/HVAC

- ☐ _____ Water Softener/Conditioner
- ☐ _____ Electronic Air Filter
- ☐ _____ Furnace Humidifier
- ☐ _____ Window A/C Units

RECREATION

- ☐ _____ Hot Tub/Spa, Equipment & Cover
- ☐ _____ Pool Equipment & Cover
- ☐ _____ Sauna
- ☐ _____ Playground Equipment

OTHER

- ☐ _____ Storage Shed
- ☐ _____ Garage Door Opener
- ☒ 2 _____ Garage Door Remote/Fob
- ☒ _____ Back-up Generator
- ☒ _____ Radon Remediation System (Passive)
- ☐ _____ Solar Panels
- ☐ _____ _____
- ☐ _____ _____

EXCLUSIONS: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

By: *Fred L. Eisenhart* 7/12/19
Seller ASP 9510 Forest Road, LLC Date
By: Fred L. Eisenhart
Authorized Signer

Seller _____ Date

2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer)

The Contract of Sale dated _____ between Seller ASP 9510 Forest Road, LLC
_____ and Buyer _____
_____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) _____ Date
ASP 9510 Forest Road, LLC

Buyer _____ Date

Seller (sign only after Buyer) _____ Date

Buyer _____ Date



Regulations, Easements and Assessments (REA) Disclosure and Addendum

(Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated _____, Address 9518 Forest Road,
City Bethesda, State MD Zip 20814-1217 between
Seller ASP 9510 Forest Road, LLC and
Buyer _____ is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Notice to Seller and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and the Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? ☒ **Yes** ☐ **No**. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: New Home.
2. **SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. **Maryland law requires by 2018 the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.**
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? ☐ **Yes** ☒ **No**. If yes, Seller shall indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

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4. **RADON DISCLOSURE:** Effective October 1, 2016, a radon test must be performed on or before Settlement of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <http://www.montgomerycountymd.gov/dep/air/radon.html> for details) **A Single Family Home means a single-family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (*unless otherwise exempt below*) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test **MUST** be performed.

Is Seller exempt from the Radon Test disclosure? ☐ Yes ☒ No. If yes, reason for exemption: _____ .

Exemptions:

- a. Property is NOT a "Single Family Home"
- b. Transfer is an intra family transfer under MD Tax Property Code Section 13-207
- c. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- d. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- e. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- f. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished

If not exempt above, a copy of the radon test result is attached ☐ Yes ☒ No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.

5. **AVAILABILITY OF WATER AND SEWER SERVICE:**

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit <http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx> . For well and/or septic field locations, visit <http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx> , or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit waterworks@montgomerycountymd.gov .

<p>A. Water: Is the Property connected to public water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, has it been approved for connection to public water? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If not connected, the source of potable water, if any, for the Property is: _____</p> <p>B. Sewer: Is the Property connected to public sewer system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, answer the following questions: 1. Has it been approved for connection to public sewer? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know 2. Has an individual sewage disposal system been constructed on Property? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been approved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been disapproved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If no, explain: _____</p> <p>C. Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____. This category affects the availability of water and sewer service as follows (if known) _____ .</p>

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D. Recommendations and Pending Amendments (if known):

1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: _____
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: _____

E. Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer

Date Buyer

Date

6. CITY OF TAKOMA PARK:

If this property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.

7. HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS: The Property is located in a ☐ Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or ☐ Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or ☐ Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or ☐ Other (ie: Homeowners Association/ Civic Association WITHOUT dues):

N/A

8. UNDERGROUND STORAGE TANK: For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us
Does the Property contain an UNUSED underground storage tank? ☐ Yes ☒ No ☐ Unknown. If yes, explain when, where and how it was abandoned: _____

9. DEFERRED WATER AND SEWER ASSESSMENT:

A. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills? ☒ Yes ☐ No If yes, EITHER ☐ the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ Est. \$1,200/yr., OR ☒ Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR ☐ a local jurisdiction has adopted a plan to benefit the property in the future.

B. Private Utility Company:

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? ☐ Yes ☒ No. If yes, complete the following:

EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

This property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ _____ payable annually in _____ (month)

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until _____ (date) to _____ (name and address)
(hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this property, and is not in any way a fee or assessment imposed by the county in which the property is located.

If a Seller subject to this disclosure fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the seller provides the Buyer with the notice in compliance with this section
- (2) Following settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

10. SPECIAL PROTECTION AREAS (SPA):

Refer to <http://www.montgomeryplanning.org/environment/spa/faq.shtm> for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: spa@mncppc-mc.org, or call 301-495-4540.

Is this Property located in an area designated as a Special Protection Area? ☐ Yes ☒ No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
- (1) a land use plan;
 - (2) the Comprehensive Water Supply and Sewer System Plan;
 - (3) a watershed plan; or
 - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

Buyer

Buyer

11. PROPERTY TAXES:

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "[Frequently Asked Questions](#)" section located at www.montgomerycountymd.gov/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

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A. **Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at www.montgomerycountymd.gov/apps/tax.

B. **Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax.

_____/_____
Buyers' Initials Buyer acknowledges receipt of both tax disclosures.

12. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQ's regarding Development Districts can be viewed at www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp. Seller shall choose one of the following:

☐ **The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf.

OR

☐ **The Property is located in a PROPOSED Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf.

OR

☒ **The Property is not located in an existing or proposed Development District.**

13. TAX BENEFIT PROGRAMS:

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐ Yes ☒ No. If yes, taxes assessed shall be paid by ☐ the Buyer OR ☐ the Seller.

B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes? ☐ Yes ☒ No. If yes, taxes assessed as a result of the transfer shall be paid by ☐ the Buyer OR ☐ the Seller. Confirm if applicable to this Property at www.dat.state.md.us/sdatweb/agtransf.html.

C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?
☐ Yes ☒ No. If yes, explain: _____

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14. RECORDED SUBDIVISION PLAT:

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtml or at www.plats.net . Buyers shall check **ONE** of the following:

_____/_____
Buyers' Initials

☒ **A. Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

☐ **B. Resale/Acknowledged Receipt:** If the Property is **not** an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

☐ **C. Resale/Waived Receipt:** For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

15. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property ☐ is ☒ is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmaps.org/notification/agricultural_lands.aspx .

16. NOTICE CONCERNING CONSERVATION EASEMENTS: This property ☐ is ☐ is not subject to a Conservation Easement. **If applicable, GCAAR Conservation Easements Addendum is hereby provided.** See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtml for easement locator map.

17. GROUND RENT:

This property ☐ is ☒ is not subject to Ground Rent. **See Property Subject to Ground Rent Addendum.**

18. HISTORIC PRESERVATION:

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtml> , to check applicability. buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

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- a. **City of Rockville:** Potential buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.
- b. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- c. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance

Has the Property been designated as an historic site in the master plan for historic preservation? ☐ Yes ☒ No.
 Is the Property located in an area designated as an historic district in that plan? ☐ Yes ☒ No.
 Is the Property listed as an historic resource on the County location atlas of historic sites? ☐ Yes ☒ No.
 Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.

Buyer

Buyer

19. **MARYLAND FOREST CONSERVATION LAWS:**

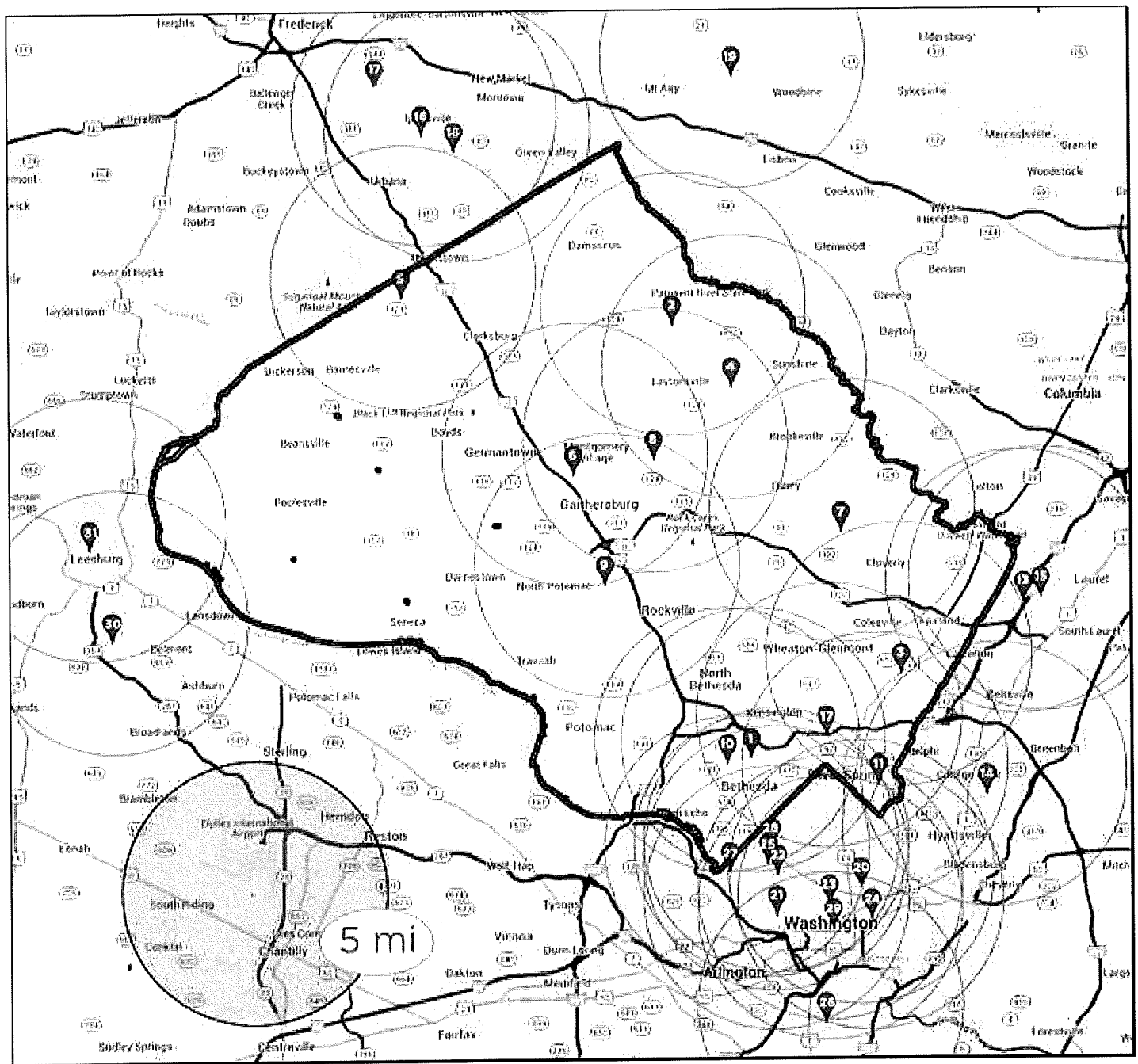
A. Forest Conservation Law: The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

B. Forest Conservation Easements: Seller represents and warrants that the Property ☐ is ☒ is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

20. AIRPORTS AND HELIPORTS: The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 6/1/2015. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list:
http://www.faa.gov/airports/airport_safety/airportdata_5010 .

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MONTGOMERY COUNTY

1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889
2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882
5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860

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8. Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
9. Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
10. Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
11. Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
12. Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910
13. Holy Cross Germantown, 19801 Observation Dr, Germantown, MD 20876

PRINCE GEORGE'S COUNTY

14. Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707
15. College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740
16. The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707

FREDERICK COUNTY

17. Faux-Burhams Airport, 9401 Ball Road, Ijamsville, MD 21754
18. Ijamsville Airport, 9701 C. Reichs Ford Road, Ijamsville, MD 21754
19. Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

CARROLL COUNTY

20. Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

DISTRICT OF COLUMBIA

21. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
Washington Hospital Center, 110 Irving Street, NW, 20010
22. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
23. Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007
24. Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
25. Michael R. Nash, 50 Florida Avenue, NE 20002
26. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
27. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
28. Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
29. Washington Post, 1150 15th Street, NW, 20017

VIRGINIA


30. Ronald Reagan Washington National Airport, Arlington County 20001
31. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
32. Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075

21. ENERGY EFFICIENCY DISCLOSURE NOTICE: Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

A. Information Disclosure: Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:
http://gcaar.com/news_ektid5454.aspx www.Lighterfootstep.com
www.Energystar.gov/homeperformance www.Goinggreenathome.org

B. Usage History: Has the home been owner-occupied for the immediate prior 12 months? ☐ Yes ☒ No
 If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. **Sellers may use GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

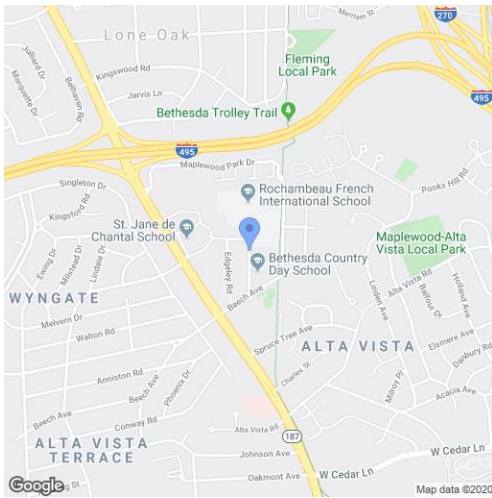
By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

By:  7/12/19
 Seller _____ Date _____
 ASP 9510 Forest Road, LLC
 By: Fred L. Eisenhart
 Authorized Signer

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Agent 360**9518 Forest Rd, Bethesda, MD 20814-0****Unincorporated****Tax ID 160703824722****Public Records****Summary Information**

Owner:	Asp 9510 Forest Road Llc	Property Class:	Residential
Owner Address:	9612 Page Ave	Annual Tax:	\$5,687
Owner City State:	BETHESDA MD	Record Date:	11/28/18
Owner Zip+4:	20814	Sale Amount:	\$900,000
Company Owner:	ASP 9510 FOREST ROAD LLC	Book:	56918
No Mail(P):	No	Page:	29
		Tax Record Updated:	11/18/19

Geographic Information

County:	Montgomery, MD	Lot:	26
Municipality:	Unincorporated	Sub District:	7
Tax ID:	160703824722	Legal Subdivision:	ALTA VISTA
Tax Map:	HP12		
Tax ID Alt:	160703824722		
Block:	2		
City Council Dist:	7		

Assessment & Tax Information

Tax Year:	2019	Annual Tax:	\$5,687	Special Tax:	\$34
County Tax:	\$5,653	Taxable Land Asmt:	\$512,700		
Asmt As Of:	2019	State/County Tax:	\$5,654		
				Class Code:	38

Lot Characteristics

Sq Ft:	7,501	Zoning:	R60
Acres:	0.1720	Zoning Desc:	RESIDENTIAL, ONE-FAMILY

Building Characteristics

Fireplace Total:	Property Class	R
	Code:	

Codes & Descriptions

Land Use: 011 Residential
 County Legal Desc: ALTA VISTA

MLS History**Tax History**

Annual Tax Amounts				Annual Assessment						
Year	County	Municipal	School	Annual	Land	Building	Ttl Taxable	Total Land	Total Bldg	Total Asmt
2019	\$5,653			\$5,687	\$512,700					
Sale & Mortgage										

Record Date: 11/28/2018 Book: 56918
Settle Date: Page: 29
Sales Amt: \$900,000 Doc Num:
Sale Remarks:
Owner Names: Asp 9510 Forest Road Llc

Mort Rec Date: 07/10/2019 Lender Name: BRANCH BKNG & TR CO BRANCH
BKNG & TR CO
Mort Date: 05/28/2019 Term: 0
Mort Amt: \$1,185,000 Due Date:
Remarks: Conv

Record Date: Book: 0
Settle Date: Page: 0
Sales Amt: Doc Num:
Sale Remarks:
Owner Names: DUTHION JEAN-CLAUDE

History

Property History

Source	Category	Status	Date	Price	Owner
Public Records		Record Date	11/28/2018	\$900,000	Asp 9510 Forest Road Llc
Public Records				\$	DUTHION JEAN-CLAUDE

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

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LEGEND

●

Active Addresses

⊗

Proposed Addresses

●

Inactive Addresses

○

Temporary Addresses

—

Established Centerlines

—

New Centerlines

—

Property Lines

SCALE

0

10

20

40

60

80

Feet

ADDRESS PLAN

ALTA VISTA

WSSC GRID: 212NW05, TAX MAP: HP122

PLAN REFS # 220150080 # 620180080

MONTGOMERY COUNTY PLANNING DEPARTMENT

8787 Georgia Ave, Silver Spring MD

All addresses shown on this plan are assigned by the Montgomery County Planning Department, M-NCPPC, in accordance with Montgomery Planning Board's "Addressing and Street Naming Guidelines and Procedures Manual for Montgomery County, Maryland". Building locations and all other features shown on this plan are for illustrative purposes only. Any revisions made to this plan may require additional address assignments or changes to addresses assigned by this plan must be referred to this office to verify or assign new addresses. If address changes are necessary, a revised addressing plan will be issued by this office.

Please note: This addressing plan may be used for permitting purposes.

8/21/2018

Date

Authorized Signature

MEGHAN FLYNN

DARC DIVISION

(301) 495-4609

The map shows a residential area with two main lots, 25 and 26, shaded in light gray. Lot 26 is on the left, and Lot 25 is on the right. Both lots are bounded by ALTA VISTA to the north and EDGELEY RD to the south. FOREST RD runs east-west along the top of the lots. Lot 26 has a circled number '2' and a star symbol. Lot 25 has a star symbol. Address markers are shown as dots with labels: 5604 FOREST PL, 9522 FOREST RD, 9518 FOREST RD, 9514 FOREST RD, 9508 FOREST RD, 9519 EDGELEY RD, 9515 EDGELEY RD, and 9521 EDGELEY RD. A scale bar and legend are located in the bottom left corner. A north arrow is in the bottom right corner. A signature is in the bottom right corner.



Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: **9518 Forest Road, Bethesda, MD 20814**

☐ There are parts of the property that still exist that were built prior to 1978 OR ☒ No parts of the property were built prior to 1978 OR
☐ Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR BUYERS: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
_____ OR
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Seller:

- ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
_____ OR
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

- (C) ____ / ____ Buyer has read the Lead Warning Statement above.
- (D) ____ / ____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.
- (E) ____ / ____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).
- (F) ____ / ____ Buyer has (check one below):
- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

(G) ML Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By: [Signature] Date: 7/12/19
Seller ASP 9510 Forest Road, LLC By: Fred L. Eisenhart
Authorized Signer

Seller _____ Date _____

Jeremy Lichtenstein 7/12/2019
Agent for Seller, if any Date
Jeremy Lichtenstein

Buyer _____ Date _____

Buyer _____ Date _____

Agent for Buyer, if any Date



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 9518 Forest Road, Bethesda, MD 20814

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

NEW HOME

AND

The Property _____ / _____ is or _____ / _____ is **not** registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) _____ / _____ has; or _____ / _____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***) _____ / _____ will; OR _____ / _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

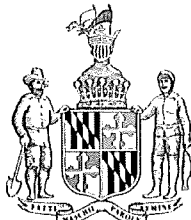
ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (**BUYER**)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By: <u>Jeremy Lichtenstein</u>			
Seller	Date	Buyer	Date
ASP 9510 Forest Road, LLC			
	By: Fred L. Eisenhart		
	Authorized Signer		
Seller	Date	Buyer	Date
	7/12/2019		
Seller's Agent	Date	Buyer's Agent	Date
Jeremy Lichtenstein			

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that RE/MAX Realty Services (firm name) and Jeremy Lichtenstein (salesperson) are working as:

(You may check more than one box but not more than two)

- ☒ seller/landlord's agent
☐ subagent of the Seller
☐ buyer's/tenant's agent

By: [Signature] (Date) Signature _____ (Date)
Asp 9510 Forest Road, LLC By: Fred L. Eisenhart
***** Authorized Signer *****

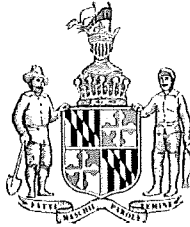
I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement.

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* **Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

RE/MAX Realty Services act as a Dual Agent for me as the
(Firm Name)

☒ **Seller** in the sale of the property at: 9518 Forest Road, Bethesda, MD 20814-1217

☐ **Buyer** in the purchase of a property listed for sale with the above-referenced broker.

Signature	<u>By: Fred L. Eisenhart</u>	Date	<u>7/12/15</u>	Signature		Date	
ASP 9510 Forest Road, LLC				Authorized Signer			

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

Property Address

Signature	Date	Signature	Date
-----------	------	-----------	------

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature	Date	Signature	Date
ASP 9510 Forest Road, LLC			



Wormald Homes Construction, LLC
New Home Warrantee

Wormald Home Construction, LLC (the Seller's Builder) agrees to complete upon the Lot a dwelling in substantial conformity with and in a manner substantially similar as to workmanship, materials, type of construction and interior finish as the Seller's architectural plans and/or model home, if any (collectively, the "Model"), which Model and/or architectural plans have been thoroughly inspected by the Purchaser. The Seller reserves the unqualified right to substitute substantially equivalent materials for any of those called for or displayed in the Model and to make such other modifications and substitutions as may be required by governmental authorities having or claiming jurisdiction, or by any construction lender, or as may be reasonably required on account of shortages or the unavailability of materials or equipment from the Seller's ordinary and usual sources of supply, or by reason of unusual or peculiar engineering or construction requirements or topography, as may be reasonably necessary to fulfill the design intent of the Seller. Except as aforesaid, the Seller has provided the Purchaser with no written description of the Premises which are the subject of this Agreement and, except as specifically provided for in this Paragraph, the Purchaser's house may vary in other respects from the Model.

Grades, elevations, dimensions and the location of walks, driveways, stairs, plantings and other landscape features, and other interior and exterior features may not precisely conform to those displayed in the Model. All dimensions or illustrations exhibited to the Purchaser on any promotional or other materials provided to the Purchaser by the Seller or any agent of the Seller are approximate only. Certain furniture, furnishings, household appliances, wall and floor coverings, light fixtures, bookcases and other built-ins, landscaping, fences, patios and recreational amenities and other decorative features and the like, as shown or displayed in or about the Model are for display purposes only and are not considered a part of the Premises for the purposes of this Agreement.

The Seller has the unqualified right to remove such trees and other landscaping features from the Premises as it shall consider necessary under the circumstances and the Seller shall not be responsible for any loss or damage to remaining trees or shrubbery not installed by the Seller. All work associated with grading, fill, landscaping, and the control of surface water flow and storm water detention upon or in the vicinity of the Lot shall be accomplished as the Seller considers necessary either prior or subsequent to the date of settlement. If the Seller has control of surrounding lots or is permitted to do so by surrounding lot owners, the Seller shall also have the right to modify said lots and areas adjacent to the Lot, including, but not limited to, changing the grades, elevations, dimensions of adjacent lots and areas, substituting types or models of homes on adjacent lots, or otherwise deviating from the site plan, provided such modifications shall be in accordance with applicable laws.

Seller does not warrant any building material used in the Premises to be free from toxicity to occupants or users and therefore disclaims any liability arising therefrom and the Purchaser acknowledges that the Seller shall not be liable for any damages related to exposure to any building material used in the Premises. Seller is not responsible for personal allergic or other health reactions, or injury or property damage arising from building materials at or in the vicinity of the Premises. Seller makes no representation or warranty as to the presence or lack of radon, asbestos, mold, or other hazardous environmental conditions, or as to the effect of radon, asbestos, mold, or any other environmental condition in or on or about the Premises. Purchaser agrees that this Agreement is NOT contingent on radon testing results or the presence or lack of radon, asbestos, mold, or other environmental conditions, in or on the Premises. The Purchaser further agrees that he or she shall not seek to extend the settlement date or withhold payment of any portion of the purchase price from the Seller or Seller on the basis of radon, asbestos, mold, or other environmental conditions in or on the Premises, or on any similar basis. The United States Environmental Protection Agency and state and local environmental authorities are best equipped to render advice regarding any potential risks that may exist in a particular area, the consequences associated with exposure to radon or other hazardous environmental materials, methods available to detect and measure radon levels, and what, if any, remedial measures may be advisable in particular circumstances to reduce the risk of exposure to radon or other hazardous environmental materials.

The Seller warrants against structural defects for two (2) years. The Seller warrants remaining non-structural elements of the Premises for a one-year new home warranty period to be free from defects in workmanship in accordance with the performance standards defined in the National Association of Home Builders Residential Construction Performance Guidelines – Homeowner Reference in the version current upon the Effective Date of this Agreement ("Warranty Guidelines"). Purchaser hereby represents by initialing

below that it has received a copy of the Warranty Guidelines. Items excluded under this new home warranty are: damage to real property that is not part of the home covered by the warranty or that is not included in the purchase price; bodily injury or damage to personal property; any defect in material supplied or work performed by anyone other than the builder or the builder's employees, agents or subcontractors; any damage that the owner has not taken timely action to minimize or for which the owner has failed to provide timely notice to the builder; normal wear and tear or normal deterioration; insect damage, except where the builder has failed to use proper materials or construction methods designed to prevent insect infestation; any loss or damage that arises while the home is being used primarily for nonresidential purposes; any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the builder, the builder's employees, agents or subcontractors; or any loss or damage caused by acts of God.

Seller agrees to deliver to Purchaser at settlement, Seller's limited warranty agreement, a form of which Purchaser acknowledges having received before the execution of this Agreement (the "Limited Warranty"), which includes the Warranty Guidelines. To the extent permitted by law, the Limited Warranty is provided in lieu of any other warranties, express or implied, in connection with the Premises. The Limited Warranty does not apply to items of personal property to be conveyed to Purchaser with the Premises including, without limitation, all appliances and all heating and air conditioning systems. Warranties on all such personal property are limited, both as to scope and duration, to the limits set forth in the corresponding manufacturers' warranties.

To the extent required by law, the Premises will be covered by the statutorily implied warranties under Section 10-203 of the Real Property Article of the Annotated Code of Maryland (the "Limited Warranty"). No other express warranty as defined in Section 10-202 of the Real Property Article of the Annotated Code of Maryland has been made by Seller or otherwise forms any basis of the bargain between Seller and Purchaser. Purchaser agrees to sign at settlement a written instrument confirming Purchaser's consent to exclude and modify the express warranties relating to the Premises in the manner stated in this Agreement. If a covered defect exists, Seller will satisfy its warranty obligation to Purchaser by repairing and/or replacing such item(s), in Seller's sole discretion, in a manner which meets or exceeds the performance standards as required by law. Seller reserves the right to use its judgment in determining the most appropriate method to repair and/or replace a covered defect. Purchaser understands and agrees that any warranty service performed by Seller does not: (1) expand or enlarge the warranty coverage of any express or implied warranties relating to the Premises; (2) create or establish any new express or implied warranties; (3) toll and/or extend any applicable statute of limitations. The Limited Warranty agreement does not apply to items of personal property to be conveyed to Purchaser with the Premises including, without limitation, all appliances and all heating and air conditioning systems. The new home warranty disclosures required under Title 10, subtitle 6 of the Real Property Article of the Annotated Code of Maryland are set forth in Addendum No. 2 attached to and made part of this Agreement.

As to items that are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, such as any air conditioner, water heater, refrigerator, range, dishwasher, washer and dryer and other appliances and equipment, Seller agrees to assign to Purchaser the manufacturers' warranties, without any recourse to Seller, to the extent that such manufactures' warranties are available, given and assignable. Unless required by law, Seller provides no warranty on such items. Purchaser acknowledges that Purchaser has had the opportunity to review all consumer product warranties prior to the execution of this Agreement, and Purchaser acknowledges that the warranting party, and not the Seller, is responsible therefore, and that the Purchaser shall look solely to such warranting party, and not to the Seller, with respect to the performance under or compliance with the consumer product warranty, both as to scope and duration.

SELLER LIMITS ITS OBLIGATIONS UNDER THE LIMITED WARRANTY TO REPAIR AND REPLACEMENT. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EXCEPT TO THE EXTENT THIS DISCLAIMER IS LIMITED BY APPLICABLE LAW.

EXCEPT WITH REGARD TO CAUSES OF ACTION UNDER THE LIMITED WARRANTY, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS TRANSACTION AND/OR ANY RIGHTS AND/OR OBLIGATIONS BETWEEN SELLER AND PURCHASER, SHALL BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ALL SUCH CAUSES OF ACTION SHALL BE DEEMED TO HAVE ACCRUED AND THE ONE-YEAR STATUTE OF LIMITATIONS SHALL BEGIN TO RUN NO LATER THAN THE DATE OF THE FINAL DRAW PAYMENT ON THE PREMISES UNDER THIS AGREEMENT. THE PARTIES WAIVE ALL APPLICATION OF THE SO-CALLED "DISCOVERY RULE".

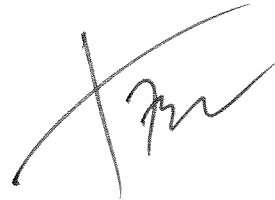
SELLER EXCLUDES AND PURCHASER HEREBY ACKNOWLEDGES SUCH EXCLUSION AND WAIVES ANY REPRESENTATIONS OR WARRANTIES THAT COULD BE CONSTRUED TO COVER THE PRESENCE OF RADON,

A handwritten signature in black ink, appearing to be "Jm", is written over the end of the text in the final block.

ASBESTOS, MOLD, OR OTHER ENVIRONMENTAL CONDITIONS IN OR ON THE PREMISES. THE ONLY WARRANTIES IN THIS REGARD THAT SELLER IS PROVIDING TO THE PURCHASER ARE THOSE REQUIRED PURSUANT TO THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF ANY.

After later of, receipt of the final draw payment by Seller for the Premises or settlement on the Premises, it will be Purchaser's obligation to secure the Premises against trespass or criminal acts. Seller has no obligation to protect Purchaser or the Premises from the acts of others or from the conditions existing within public or private streets, parks, lands or other areas not owned by Seller. **SELLER SHALL NOT BE LIABLE FOR INJURIES OR DAMAGE RESULTING FROM ANY FAILURE OR DEFECT IN ANY BURGLAR ALARM OR SECURITY SYSTEM INSTALLED BY SELLER. THE ONLY WARRANTIES APPLICABLE TO SECURITY SYSTEMS ARE THOSE ISSUED BY THE MANUFACTURER OR INSTALLER. SECURITY SYSTEMS ARE EXCLUDED FROM THE LIMITED WARRANTY.**

1. The Builder is a builder licensed in the State of Maryland under the Maryland Home Builder Registration Act. Builders' Maryland Home Builder Registration Number is 7409.
2. Purchaser acknowledges receipt of the consumer information pamphlet entitled "Buying a New Home: Consumer Rights and Remedies under Maryland Law", produced by the Consumer Protection Division of the Maryland Attorney General's Office and provided to Purchaser in accordance with the Maryland Home Builder Registration Act.
3. Purchaser's new home will be constructed in accordance with all applicable building codes in accordance with the permits issued to construct the home.
4. In constructing Purchaser's new home, Builder will comply with the performance standards and guidelines adopted by the National Association of Home Builders which are in effect as of the date of the Agreement. Such standards and guidelines shall prevail in the performance of the Agreement and any arbitration or adjudication of a claim arising under the Agreement.
5. The disclosures under this Addendum are being made in accordance with the Maryland Home Builder Registration Act. Nothing in this Addendum shall be deemed to create or expand any warranties, express or implied, beyond such warranties as are otherwise set forth in the Agreement.
6. Should local law require warranties beyond that included above, the Builder shall include the Warrantee requirements provided for in the local law.

A handwritten signature in black ink, consisting of a large, stylized 'X' followed by a cursive 'm'.



**Maryland Attorney General's Office
Consumer Protection Division**

Marylanders purchase more than 10,000 new homes each year. The purchase of a new home is protected by Maryland law. Understanding your rights and responsibilities as a new home buyer protects your investment and can make the process of buying a new home go more smoothly. This brochure explains the most important things you should know about your new home contract, your deposit and other payments, and the standards and codes governing quality of construction. It also explains steps you can take to resolve many problems that may occur.

Choosing a Builder.....	2
Check a builder's registration status	
The Contract.....	3
Important provisions to be reviewed	
How Your Deposit Is Protected.....	7
Escrow accounts, surety bonds and letters of credit	
Custom Home Contracts.....	8
Deposit protection; draw schedule; waivers of liens	
Construction of Your Home.....	10
The walk-through; building codes; performance standards; express and implied warranties; home warranty plans	
Resolving Problems.....	14
Communicating with the builder; warranty claims; mediation; arbitration; guaranty fund	

★ BUYER ACKNOWLEDGES
RECEIVING THIS 16
PAGE DOCUMENT.

[Signature]

Residential Construction Performance Guidelines

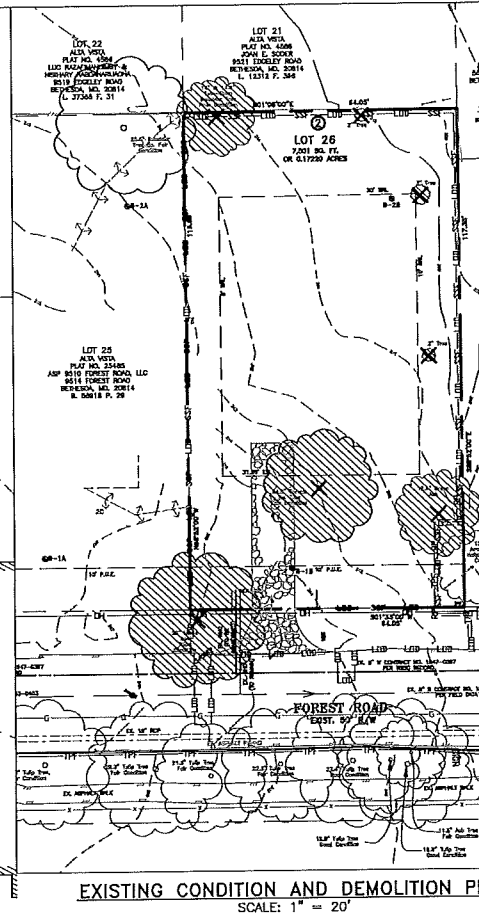
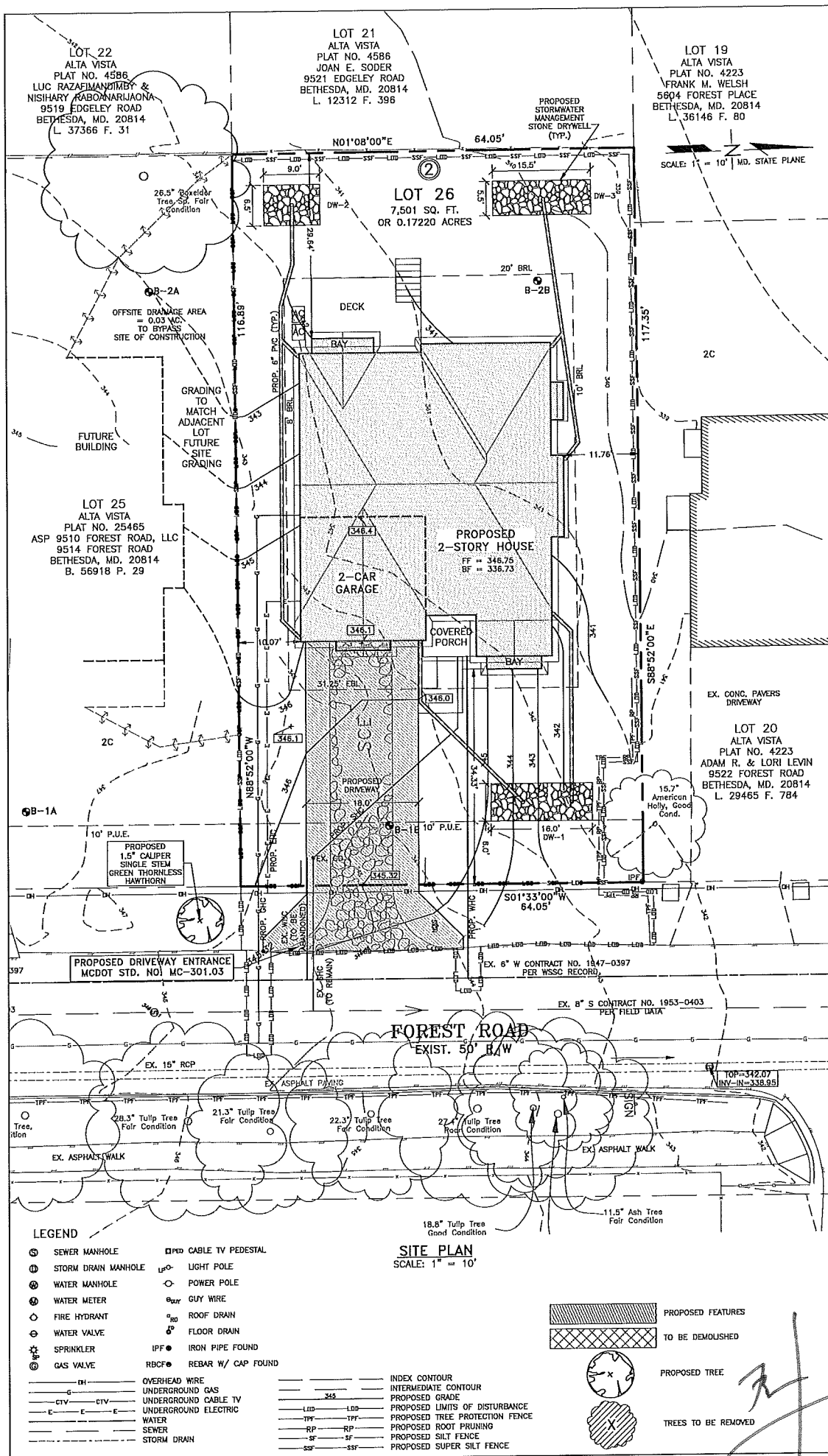
Consumer Reference
Fourth Edition

NAHB Remodelers
Single Family Small Volume Builders Committee

* BUILDER ACKNOWLEDGES RECEIVING
THIS 69 PAGE DOCUMENT.



A handwritten signature in black ink, consisting of a large, sweeping initial 'J' followed by a series of loops and a final horizontal stroke.



Montgomery County Department of Permitting Stump Removal Specification

The Permittee shall ensure that a visual inspection of the site is taken place prior to excavation, and shall contact "Miss" to ensure that the locations of underground utilities are marked prior to any excavation.

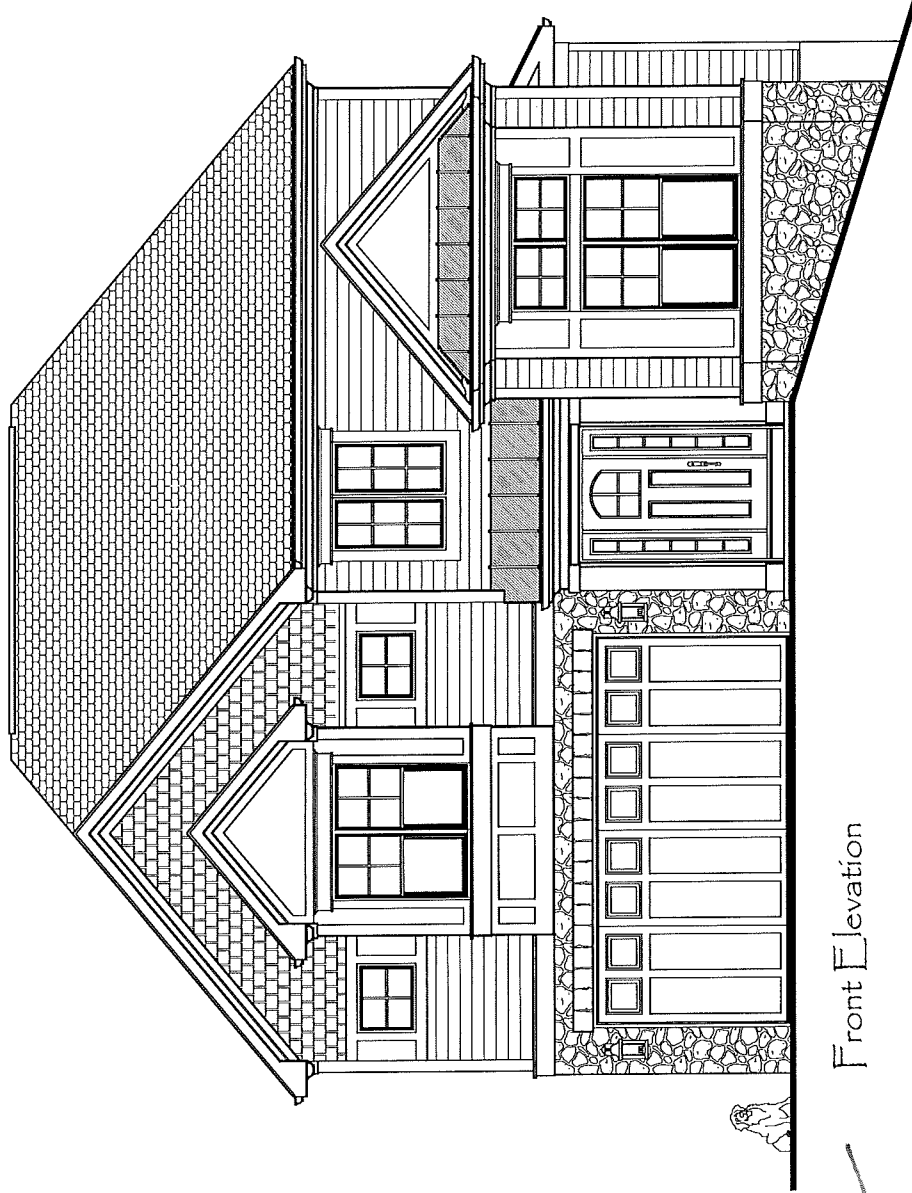
The Permittee shall take all steps necessary to keep the site safe for vehicular traffic passing near the stump grinding and/or restoration work safe from all stump removal activities.

The Permittee shall take steps to ensure that stump grinding equipment or any other equipment or material associated with stump removal and restoration work is safely stored or parked if it must be left overnight or for an extended time.

The Permittee shall perform stump removal and complete restoration of the right-of-way in accord with the following specifications:

- Stumps shall be ground to full depth.
- All exposed surface roots extending from the stump shall be ground out until there are no longer any exposed roots.
- Stump chips are to be removed from the right-of-way.
- Chip piles shall not be left in the right-of-way over night. Sufficient chips may be left in the excavated area to maintain a level grade until the backfilling operation is completed.
- All excavated areas must be backfilled, graded, and compacted within 48 hours of excavation.
- Any open, excavated holes will be properly barricaded whenever the Permittee or their contractor is not on site, so as to prevent accidental entry by the public. This includes areas of excavation that need to be left overnight. Appropriate warning signs shall be posted in conjunction with barricades.
- The excavated area is to be filled with certified screened topsoil and free of debris, chips, or stones larger than 1/2 inch diameter.
- The backfill topsoil is to be tightly tamped for compaction with a crown slope of one-half (1/2) inch per foot to allow for settlement. All wood chips must be removed from the excavation prior to backfilling with topsoil.
- The finished grade will be raked, fertilized and seeded in accordance with professional trade practices. Fertilizer is a 10-6-4 formulation applied at a rate of 1 lb. per 50 square feet of excavated area.
- Seed shall be a lawn mixture of 40% Kentucky Bluegrass, 40% Fescue, and 20% Annual/Perennial Ryegrass (or equivalent mix) applied at a rate of 1 lb. seed mix per square foot of excavated area. The seeded area is to be mulched with straw or other suitable mulching material.
- The Permittee shall assume responsibility to repair or replace any lead walks, slate or flagstone, sprinkler systems, or other improvements that have been damaged as a result of stump grinding activities. This includes damages to the private and public property.
- The Permittee shall take steps to contact residents and request relocation of parked vehicles or other objects which may be damaged as a result of stump removal activities.

Concept Plan
9518 Forest Road
Bethesda , Maryland



Front Elevation

[Signature]

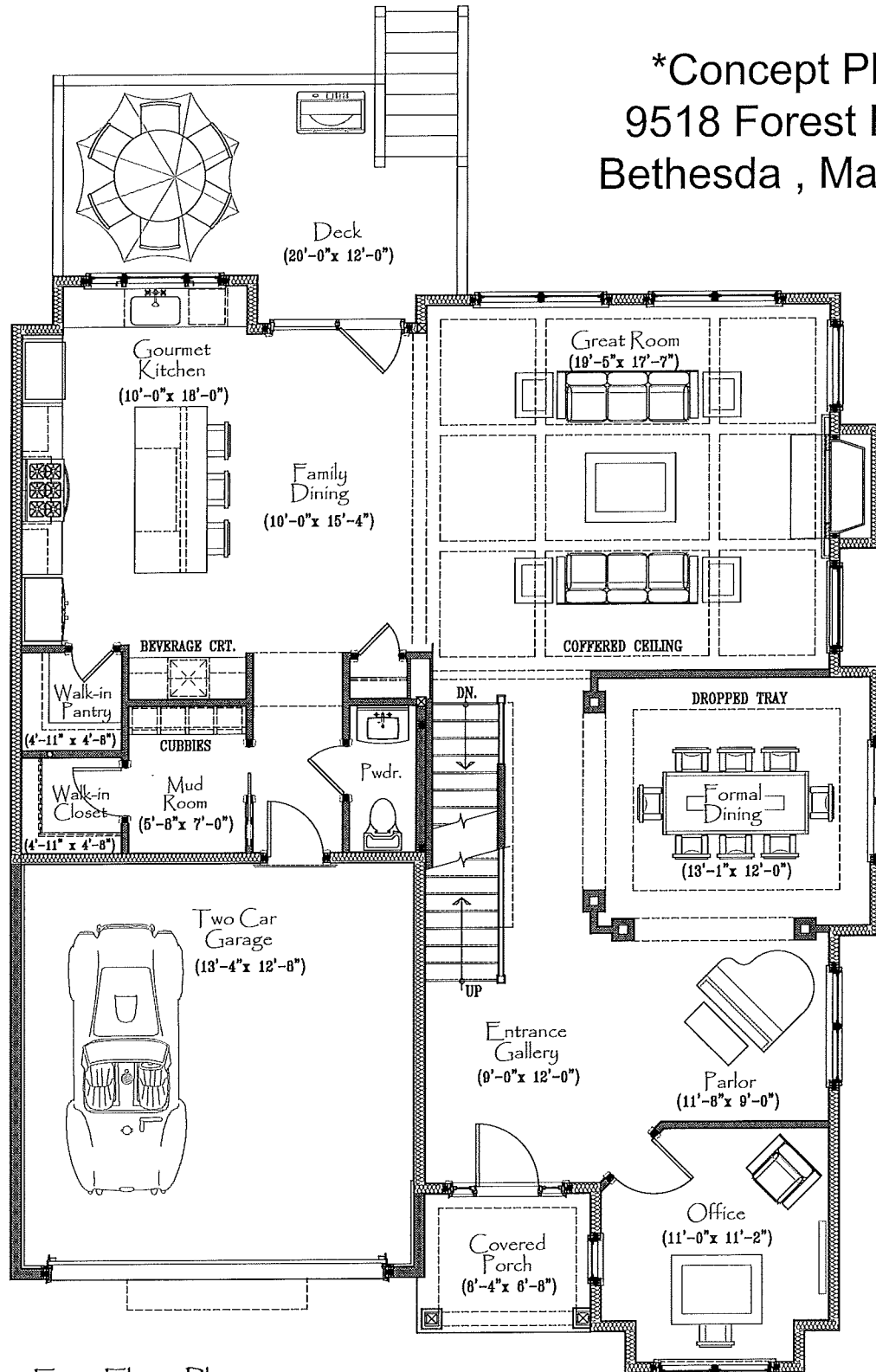


4/26/2019

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without notice. Window and door locations vary per elevation. MHR No. 3514

W
W O R M A L D

Concept Plan
9518 Forest Road
Bethesda , Maryland



First Floor Plan

1,555 SQ. FT. - FINISHED SPACE
 390 SQ. FT. - GARAGE

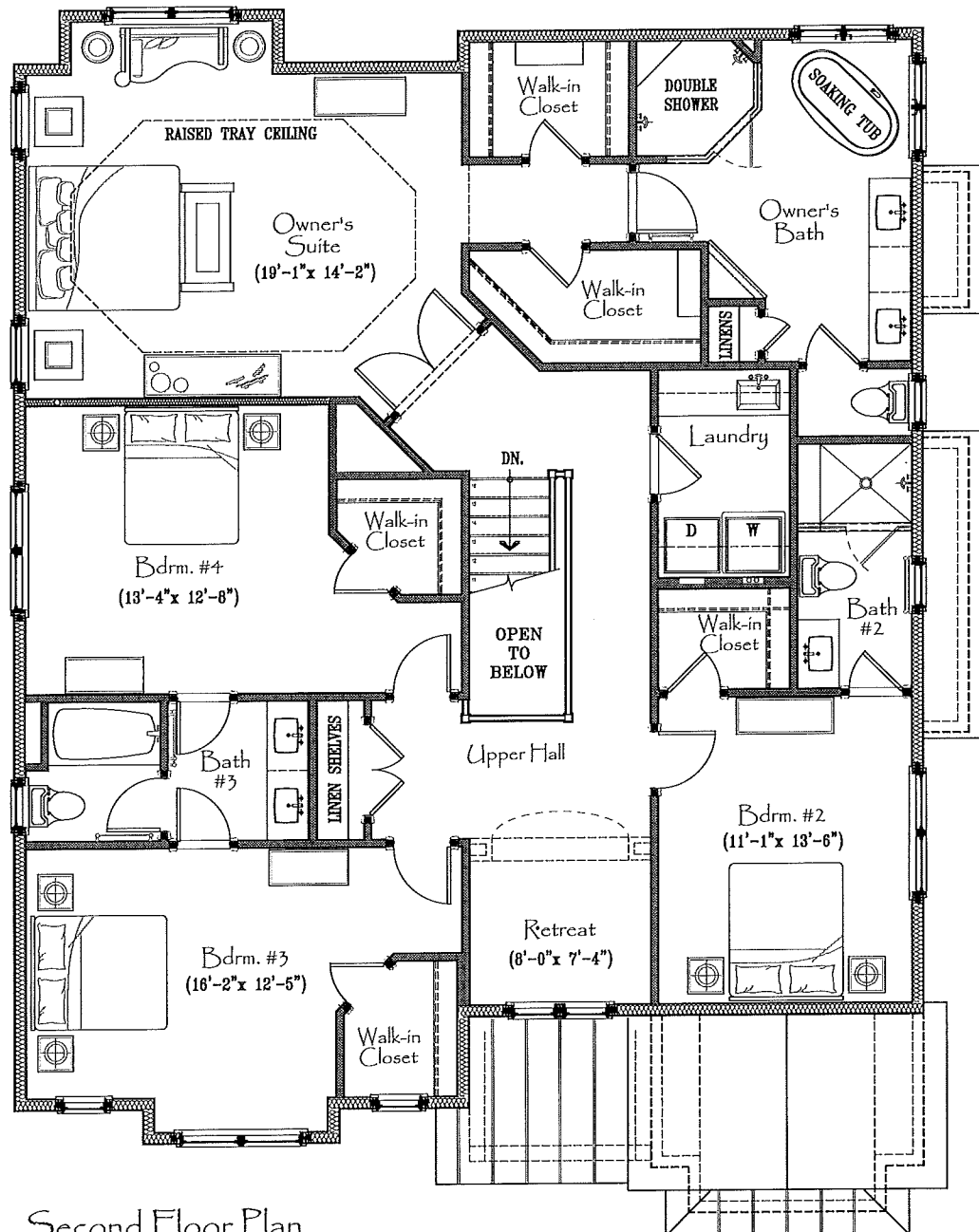
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W
WORMALD

Concept Plan
9518 Forest Road
Bethesda , Maryland



Second Floor Plan
 1,823 SQ. FT. - FINISHED SPACE

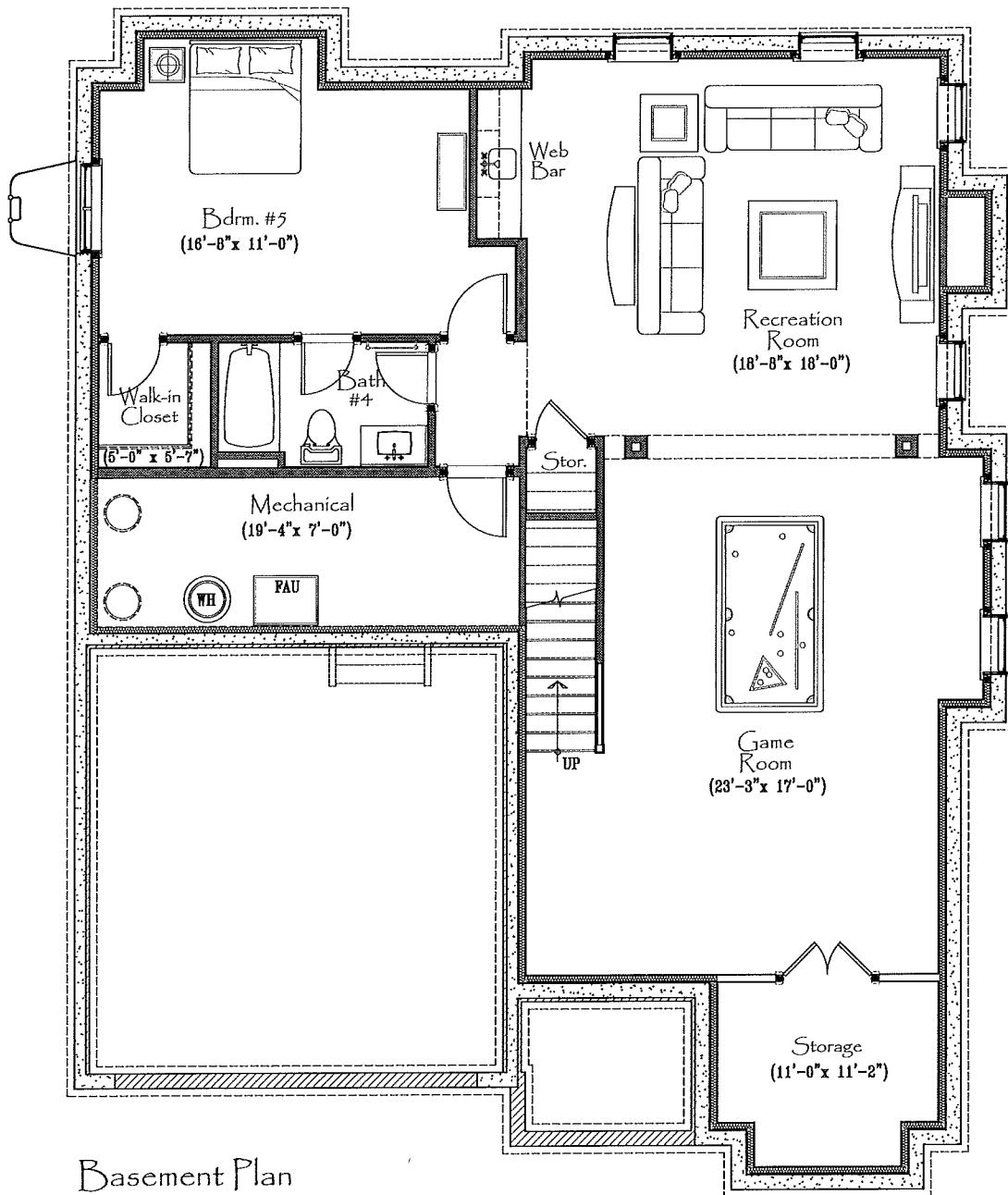
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W
W O R M A L D

Concept Plan
9518 Forest Road
Bethesda , Maryland



Basement Plan
1,404 SQ. FT. - FINISHED
150 SQ. FT. - UNFINISHED

4/26/2019



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W
WORMALD



*Custom Home by Wormald Home Construction
9518 Forest Rd., Bethesda, Maryland*



❖ *General Features* ❖

- ◆ Constructed by Award Winning Wormald Companies (wormaldhomes.com)
- ◆ 7,501 Square Lot in the Alta Vista Neighborhood
- ◆ Approximately 4782 Finished Square Feet and 5378 Square Feet Under Roof.
- ◆ Open plan with Living Rm, Den, Formal Dining, Large Great Room and more on 1st level
- ◆ 5 Bedrooms, 4 Full Baths and a Powder Room
- ◆ Expansive Finished Basement with Recreation, Game and Exercise Areas, Bedroom and Bath
- ◆ 2 Car Garage with adjacent Mud Room
- ◆ Covered Front Porch and Optional Rear Deck

❖ Features ❖

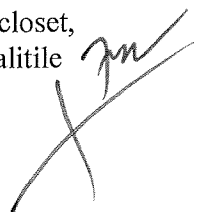
Distinctive Exterior

- ◆ Finely-detailed Arts and Crafts Architecture
- ◆ James Hardie Select Smooth exposure fiber cement prefinished siding on all sides with upgraded trim details
- ◆ White trim with siding color to be selected by Buyer with Seller approval from James Hardie Color Plus selections.
- ◆ Natural Chocolate Grey thin stone features fronting street
- ◆ Covered flagstone front porch with sealed bead board ceiling and optional rear deck
- ◆ Grand 8' high front door with glass, sidelites, Stained Mahogany Wood
- ◆ Two-car garage, dry-walled, insulated Clopay Grand Harbor garage door with windows
- ◆ Professionally designed landscaping package
- ◆ Flagstone leadwalk and front porch
- ◆ CertainTeed Landmark dimensional architectural fiberglass roof shingles with limited lifetime warranty
- ◆ 5" seamless aluminum gutters and downspouts with environmental ground water recharge system
- ◆ Waterproof exterior electrical receptacles and frost-free hose bibs at front and rear
- ◆ Poured concrete foundations

Elegantly-Appointed Interiors

- ◆ Grand Owner's Suite with tray ceiling, his and hers spacious walk-in closets and luxurious Owner's Bath
- ◆ Open and well-lit Great Room area with coffer tray ceiling open to kitchen (per plan)
- ◆ Gas fireplace with painted wood and granite surround and mantel in Great Room
- ◆ First floor formal dining, parlor and home office

- ◆ Window seat nook on second level
- ◆ Nine-foot ceilings on main level and second levels and eight-foot seven-inches in basement level (per plan)
- ◆ Oak hardwood flooring on first level and second floor hall and master bedroom
- ◆ Mohawk Sunset Key with upgraded 8lb padding in second level bedrooms and in basement
- ◆ Designer series interior lighting fixtures and extensive recessed lighting throughout (per plan)
- ◆ Low VOC McCormick flat on walls, flat ceiling white on ceilings and semi-gloss bright white on trim, doors, etc.
- ◆ Eight foot high openings on first level except as noted on plans
- ◆ Two panel interior doors with brushed nickel hardware
- ◆ Over-sized base trim; Adams casing on most openings, doors and windows; wainscot in dining room; two-piece crown molding in Great Room, Master Bedroom, and Dining Room; one-piece crown molding in Parlor, Home Office, Powder Room and Foyer
- ◆ Stairs and railing: Stained oak: risers and open treads, handrails, over-sized square starter oak box newel posts, other newels are 4 inch oak square and white painted 1 1/4 inch square pickets and stringers
- ◆ Second floor Laundry room with Dalitile 12x12 ceramic tile floor; white cabinets and mop sink; electric washer and dryer hook-ups with outside vent
- ◆ Solid shelf closet systems
- ◆ Finished basement including large recreation, game and exercise space; bedroom, and full bath
- ◆ Mud room off the garage with coat closet, wainscot cubbies and bench, and Dalitile 12x12 ceramic tile floor
- ◆ Walk-in closets in all bedrooms



Gourmet Kitchen

- ◆ Dramatic Quartz island with Pendant lights above and accent cabinets below
- ◆ Thermador stainless steel appliances with 36" gas range top with exterior vented chimney style exhaust hood, two built-in ovens with convection, built-in microwave, Cabinet Depth built-in French door bottom freezer refrigerator with ice maker, and quite dishwasher.
- ◆ Painted maple cabinets; dove-tail drawers; soft close doors and drawers, 42" wall cabinets with crown molding; brushed nickel hardware
- ◆ Quartz counter tops and tile backsplash
- ◆ Stainless steel sink in island with brushed nickel single-lever faucet with spray hose and garbage disposal
- ◆ Large walk-in pantry and a beverage center

Luxurious Baths

- ◆ Master bathroom: Large and naturally well-lit with free standing soak tub and oversized glass enclosed shower with seat; oversized quartz top vanity with his and her sinks; chrome hardware; enclosed private water closet. Flooring will be 12x24 ceramic tile; tub and shower surrounds will be coordinated tile
- ◆ Powder Room: vanity with quartz top and under mount sink with chrome hardware; elongated water closet; framed mirror and hardwood flooring
- ◆ "Jack-N-Jill" bathroom: dual bowl vanity with quartz top and two sinks, elongated water closet; tub shower; chrome hardware; 12x12 tile floor and tile shower/tub surround
- ◆ BR #2 bathroom: single bowl vanity, quartz top, elongated water closet; tub shower; chrome hardware; 12x12 tile floor and tile shower/tub surround
- ◆ Basement bathroom: single bowl vanity with quartz top, elongated water closet; tub shower; chrome bath faucet and hardware;

12x12 tile floor and tile shower/tub surround

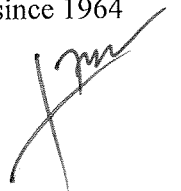
- ◆ Mirrors included in all full baths
- ◆ Bath faucets to be from the Moen line

Energy, Safety and Technology Features

- ◆ Fully integrated energy conserving insulation package; airseal package including house wrap, foam/caulk sealing, seals on doors & windows and more.
- ◆ Insulated exterior entry doors and insulated garage doors
- ◆ High Efficiency Gas hot water heater (70 gallon)
- ◆ Comfortable efficient heating: 92% efficiency gas furnace for basement and 1st level and 14 SEER heat pump for 2nd level
- ◆ Two heating and air conditioning systems with separate programmable thermostats
- ◆ Electric central air conditioning (14 SEER)
- ◆ Jeld Wen (or equal) high efficiency wood clad Low E-Glass windows
- ◆ Hard wired smoke detectors in each bedroom and one additional on each level
- ◆ Deadbolt locks on exterior doors
- ◆ Sprinkler system as required by code
- ◆ Pre-wired with Category 5 wiring and cable television

Builder's Commitment to Excellence

- ◆ Builder's warranty program with six-month and one-year service, in accordance with the National Association of Home Builder's Residential Construction Performance Guidelines. Limited 1 year general, 2 year mechanical and 5 year structural.
- ◆ Designing, developing, and building award-winning communities and homes since 1964



*These features are included in your home at no extra cost.
In our continued effort to give you the best home value possible, these features may change.
Please consult our representatives for any changes to the Included Features listing.*

<i>All selections are subject to change.</i>	
	9518 Forest Rd.
	FLE 5/10/19
FRONT DOOR	DSA Mahogany
Style	Lakewood E-03
Size	1/0 3/0 1/0 x 8/0
Color	Minwax Red Mahogany 225 with 3 coats of satin poly
GARAGE DOORS	Clopay
Door Collection	Grand Harbor
Door Style	Insulated Design 12
Window	Plain Short
Color	White on White
Hardware	Spade Lift Handles
Opener	Yes with Ext. Keypad and 2 Remotes
EXT. SIDING/STONE	HARDIE Smoth C+ 8.25
Siding Color	Aged Pewter
Shakes	None
Shake Color	None
Vertical/ Panel Siding	None
Vertical/ Panel Siding Color	White Semi-Gloss
Shutter Style/Color	None
Ext. Trim Material/Color	White Semi-Gloss
Vertical Stone/Brick	Natural Thin - Chôcolate Grey
Stone/Brick Headers	None
Stone/Brick Sill	Eldorado Stone Pewter Snapped Edge Wainscot Sill
Flat Stone Surfaces	Flag Stone
Lead walk and Patio	Flag Stone
ROOF/GUTTERS	CertainTeed Landmark
Color	Rustic Black
Metal/Color	Standing Seam Dk Bronze
Gutter Style/Color	5" Standard/White
WINDOWS	JeldWen Vinyl
Style	DH Tilt-In and Casement
Color	White

TRIM and STAIRS	All trim is paint grade
Base	5 1/4 Beaded WM-750W
Base Exceptions	Not in locations with tile flooring.
Door Casing	3 1/2 Adams 97
Window Casing	3 1/2 Adams 97 plus Stool
Cased Openings and Columns	Where opening is designed for casing use 3 1/2 Adams 97 except as noted below
Foyer	1 piece Crown 47
1st Floor Hall	1 piece Crown 47
Dining Rm.	2 piece tray detail....Crown 47 in tray with flat astragal 133 at bottom of tray on the horizontal surface; shaker wainscot with 5/4x8 base, 1x4 verticals spaced approximately 30"+/-, 1x4 horizontal 24" above base and then another 1x6 with WM167 cap 8" above. For Columns use 1x10 base with WM167 cap and run WM302 on heads of the openings
Den/Study/Home Office	No Crown
Powder Rm	1 piece Crown 47
Great Room	2 piece crown detail...a piece of Crown 47 in each tray area with flat astragal 133 at bottom of each tray on the horizontal surface
Living Room/Parlor	1 piece Crown 47
Master Bed Room (excludes closets)	Crown 47 in tray top with flat astragal 133 at bottom of tray on the horizontal surface
Master Bath Room	1 piece Crown 47; Mirror Frame(s) from Adams 97

Stairs	WM 167 stringer cap; Open stained oak treads and risers; 8" starter square oak box newel posts on 1st level; 6" newels at all other locations; painted square pickets; painted stringers and stained 6010 oak hand railing (details may change per plan)
2nd Floor Hall & Family Area if Applicable	1 piece Crown 47
Mud Room	On cubbie walls of the mud room install bead board from base to a 1x6 trim board with a WM-954 sash on top...top of this board will be 5' +/- AFF. Also, on the kitchen wall of the mud room build a bench with 4 cubbies below for shoe storage. Install BN hooks on the 1x6 trim board for jackets and sweaters above the cubbies. Paint all bead board and shelving semi-gloss white.
Fireplaces	Kenwood w/ 8" Legs Wood Fiber Painted White
INTERIOR DOORS	
Interior Doors	2 Panel hollow <u>except 8'</u> doors on 1st level are solid
Interior Doors w/Lites	Per Plan
Hardware	BN hardware
Hardware Continued	hinge pins to be solid, BN
CABINETS/VANITIES/Built-ins & TOPS	SEDONA PACKAGE
Kitchen/Butlers/Bev-center	
Cabinet Line	Homecrest Sedona 5-piece Alpine except Island is Anchor
Hardware	Bar Pulls #154 Chrome; self closing doors and drawers
Top	Q Quartz Carara Marmie with Thick edge on Island and table. Q Quartz Carara Marmie for rest of tops.
Layout	See JD Cabinet Plan
Powder Room	

Cabinet Line	N/A - Pedestal Sink
Hardware	N/A - Pedestal Sink
Top	N/A - Pedestal Sink
Layout	N/A - Pedestal Sink
Master Bath	
Cabinet Line	Homecrest Sodona Maple Java
Hardware	Bar Pulls 154PC for doors and 3910PC knobs for drawers; self closing doors and drawers
Top	MSI Quartz Snow White, white rectangular undermount bowls
Layout	See JD Cabinet Plan
Jack N Jill Bath	
Cabinet Line	Marquis Express Lexington - Birch - White
Top	MSI Quartz Iced White
Hardware	HR#3980-CR
Layout	See JD Cabinet Plan
Other Baths	
Cabinet Line	Echelon Norwich Slab Maple Alpine
Top	MSI Quartz Iced White with white rectangular undermount bowls
Hardware	HR#3980-CR
Layout	See JD Cabinet Plan
Laundry Room	
Cabinet Line	Legacy Salem Thermofoil
Hardware	HR #3980-Chrome
Top	Granite - Azul Platino
Layout	See JD Cabinet Plan
Other Spaces and Built-ins	
Basement <u>wet bar</u> with UC Bev Cooler Marquis Express Lexington-Birch-White cabinets, HR 3980 SN hardware, and Iced White top and bar pulls.	

FLOORING/TILE	
1st level	
All but mudroom area	3 1/4" Sand in Place red oak w/min wax stain color TBD
Mud room	
Kitchen Back Splash	Dal Tile #AR-93 3x12, laid brick-joint, #77 frost grout
2nd level	
All but baths, laundry, master bedroom and hall	Mohawk Sunset Key Stucco 758 w/8# rebound
Hall & Family Area if Applicable	3 1/4" Sand in Place red oak w/min wax stain color TBD
Master Bedroom	3 1/4" Sand in Place red oak w/min wax stain color TBD
Master Bath	
Other baths	
Laundry	
3rd level	

All but bath	N/A
Bath	N/A
Basement	
All but bath	Mohawk, Metro Station, color: #959 Museum Piece w/8# rebound
Bath	
Custom Option	
	N/A
PAINT/STAIN	
Walls	McCormick River Stone 006 Flat
Ceiling	McCormick Ceiling White Flat
Trim and Fire Place Surround/Mantel	McCormick Bright White Semi
Tray Verticals	McCormick Ceiling White Flat
DR Walls Below Chair	McCormick Bright White Semi
Front Door	Minwax Red Mahogany 225 with 3 coats of satin poly
Hardwood Floors	MinWax Dark Walnut 2716 (confirm prior to staining) and 3 coats of satin poly
Stairs/Rails	MinWax Dark Walnut 2716 (confirm prior to staining) and 3 coats of satin poly
PLUMBING FIXTURES	
Kitchen	
Sink Faucet Set	Moen Align #5923 SS one handle pre-rinse spring pulldown
Sink	Included with top undermount SS 16g Single Bowl. Glacier Bay WEL-3219
Butler's/Bev Sink Faucet Set	<u>None</u>
Butler's/Bev Sink	<u>None</u>
Insta Hot Faucet	<u>Install FHC1100 at main sink.</u>
Powder Room	
Toilet	Gerber Vipor Elongated with Kohler Brevia K-4774-0 seat
Toilet Hardware	CHROME Handle and Supply Lines
Vanity Sink	Part of Top - Single Hole

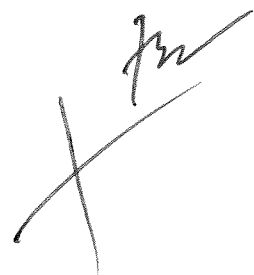
Pedestal Sink	None
Sink Faucet Set	Moen Rizon #6900 CHROME
Master Bath	
Toilet	Gerber Vipor Elongated with Kohler Brevia K-4774-0 seat
Toilet Hardware	CHROME Handle and Supply Lines
Sinks	Part of Top - Single Hole
Sink Faucet Sets	Moen Rizon #6900 CHROME
Shower Pan	Tile Custom Built
Shower Set	Moen 7" Head, and Slide Bar Handheld w/sep-diverters R2812, S6310, T2811, 3669 EP, etc. All in Chrome
Tub	Maxx Brioso 66x37
Tub Faucet Set	Moen Rizon #T6935 CHROME
Other Baths	
Toilet	Gerber Vipor Elongated with Kohler Brevia K-4774-0 seat
Toilet Hardware	CHROME Handle and Supply Lines
Sink	Part of Top - Single Hole
Sink Faucet Sets	Moen Method #6810 CHROME
Shower Pan	Fiberglass
Shower Divert Set	Moen Method CHROME
Tub/Shower	Fiberglass
Tub/Shower Faucet Set	Moen Method #T2803 CHROME
Laundry Room	
Sink	Laundry sink Part of top
Sink Faucet Sets	Moen 74998 chrome
Basement Bar	
Bar Sink Faucet Set	Moen Chateau 4903BC
Bar Sink	Part of Top SS 18g 7" deep
Escutcheon Plates	CHROME
HARDWARE, SHELVING, MIRRORS, ENCLOSURES	
Powder Rm	

Master Bath	
Hall Bath	
Buddy (jack-n-jill) Bath	
En-Suite Bath	
Basement Bath	
All Closets Except Below	
Pantry	
Master BR Closets	
Laundry	
Front Door Hardware	
Other Exterior and Garage Access	
Interior Doors	
Pocket, Double, Bi-fold, other	
APPLIANCES	
Kitchen	

Primary Brand & Package	Thermador Package B
Range/Cook Top/Range Top	Thermador #SGS365FS 36" Gas Cooktop, SS, 5-Burner
Wall Oven(s)	Thermador #ME301JP 30" Single Wall Oven, Convection, 1 xt rack, SS, Pro Handle
Microwave /Oven Combo	Thermador #MEDMC301JP Combination Microwave/Convection,
Microwave	Included with Oven/Microwave combo
Refrigerator	Thermador #T36BT920NS 36" Built-in, Pro, Assembled, SS, Energy Star
Dishwasher	Thermador #DWHD440MFP Emerald Pro, 48 dBA, Rack Matic, Blue Power Beam, Flux Capacitor
Beverage Cooler	TWO (2) Uline #U1224BEVS00B 24" SS, Reversible Hinge - one in kitchen and one in basement wet bar
Vent	Thermador #HMCB36FS 36" Masterpiece Chimney Pyramid hood with Blower
Car Charger	None
Laundry Room	Electric Washer and Dryer Hook-ups Standard
Washing Machine	None Provided
Dryer	None Provided
LIGHT FIXTURES	
Foyer	
Stairs - Up	
Dining Room	
Kitchen	
Island Pendants	

Breakfast Area	
Powder Room	
Halls	
Mud Room	
Master Bedroom	
Basement Landing bottom Stairs	
Den/Office	
Walk In Closets/Pantry	
Master Bath	
Bath #2	
Bath #3	
Bath #4	
Bath #5	
Laundry Room	
Ceiling Fans	
Front Porch	
Garage	
Rear Door	
Recessed Lighting	
Others	
FIREPLACE	
Firebox	Astria Altair 40 direct vent
Options	Remote and Insulation
Vent Cap	None
Surround/Hearth	Carrara Marble
Mantel/Surround	Kenwood w/ 8" Legs Wood Fiber Painted White
All selections are subject to change.	

	All selections are subject to change based on availability and factors that maybe beyond the control of the builder.
--	--

A handwritten signature in black ink, consisting of a large 'X' followed by a stylized name.