



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

The Contract of Sale dated _____, Address 6304 Marjory Lane
City Bethesda, State MD Zip 20817-5804
Lot: 3 Block/Square: A Subdivision: Merrimack Park
between Seller ASP 6304 Marjory Lane, 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, Maryland REALTORS® 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 insubstantial 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 water flow, 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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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 time frame 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 Point Zero percent (100.000 %) 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, Subtitle3, 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 JUNE 16, 2021.

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

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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.

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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.

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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 checked="" type="checkbox"/>	NONE
<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 + FOUNDATION WALL CHECK
- ☒ Floor Plan
- ☒ Standard Features
- ☐ Schedule A - Option Selections
- ☒ Schedule B - Specifications + CABINET PLANS
- ☒ Other NAMP GUIDELINES - 69 PAGES
- ☒ Other BUYING A NEW HOME - 12 PAGES

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;

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- ☐ 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 \$ _____.

		<u>12/7/20</u>	
Seller (Sales Consultant) ASP 6304 Marjory Lane, LLC.		Buyer _____ Date _____	
By: Fred L. Eisenhart Authorized Signer			
Seller (Sales Consultant) _____	Date _____	Buyer _____	Date _____

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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 3, block A, subdivision Merrimack Park,
located in Montgomery County, Maryland between
(Buyers) _____ and
(Sellers) ASP 6304 Marjory Lane, 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

By: [Signature] By: Fred L. Eisenhart
Authorized Signer

☒ Seller ☐ Builder

ASP 6304 Marjory Lane, LLC.

☐ Purchaser ☐ Owner

By: [Signature] By: Fred L. Eisenhart
Authorized Signer

☐ Seller ☒ Builder

WORMWOOD HOME CONSTRUCTION, LLC

☐ Purchaser ☐ Owner

Date

12/7/20

Date

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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,

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 dark ink, consisting of a stylized 'J' followed by a checkmark-like flourish.

Residential Construction Performance Guidelines

Consumer Reference
Fourth Edition

NAHB Remodelers
Single Family Small Volume Builders Committee

* BUYER ACKNOWLEDGES RECEIVING
THIS 69 PAGE DOCUMENT.



A handwritten signature in black ink, consisting of a large, stylized "J" or "L" shape followed by a smaller, more complex flourish.

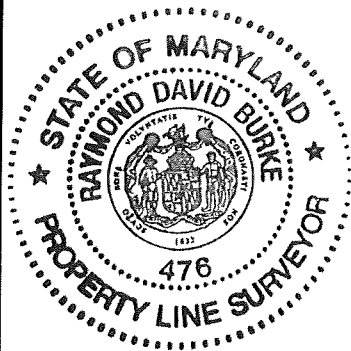
** BUYER ACKNOWLEDGES THEY HAVE RECEIVED THIS 12 PAGE DOCUMENT.*

BUYING A NEW HOME

CONSUMER RIGHTS AND REMEDIES
UNDER MARYLAND LAW

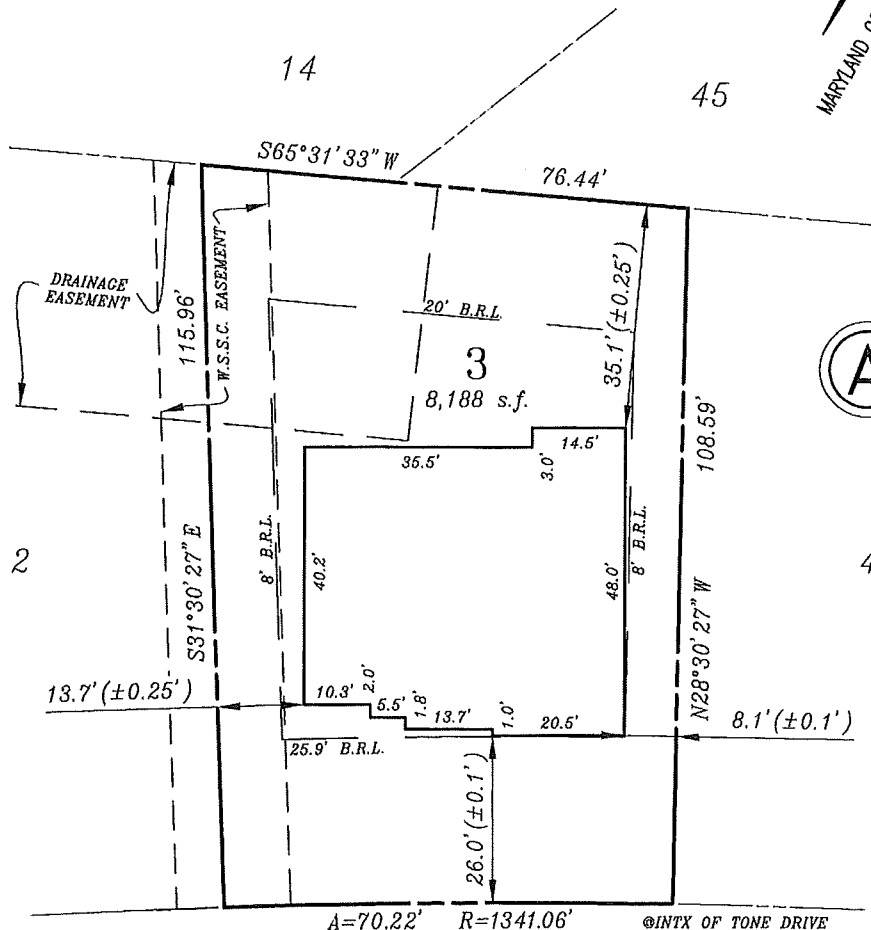


MARYLAND OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
BRIAN E. FROSH, MARYLAND ATTORNEY GENERAL



WALL CHECK EXHIBIT
6034 MARJORY LANE
LOT 3, BLOCK A
MERRIMACK PARK
SEVENTH (7th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=30'
MARYLAND COORDINATE SYSTEM NAD83 (2011) DATUM
NAVD88



MARJORY LANE
(60' R/W)

THE SUBJECT DWELLING DOES NOT LIE
WITHIN A FLOOD HAZARD ZONE AS SHOWN
ON HUD FLOOD INSURANCE STUDIES.

FOUNDATION SURVEY: 11/25/2020

ZONE: R-60

PERMIT NUMBER: 919476

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT; THAT IT WAS OBTAINED USING ACCEPTED LAND SURVEYING PRACTICES; THAT THE BOUNDARY INFORMATION SHOWN HEREON IS CORRECT AND TAKEN FROM AVAILABLE DEEDS AND RECORDS; THIS DRAWING WAS PREPARED W/O THE BENEFIT OF A TITLE REPORT; THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ARE IN COMPLIANCE WITH COMAR REGULATION 9.13.06.10 AND 09.13.06.12.

CPI
Associates

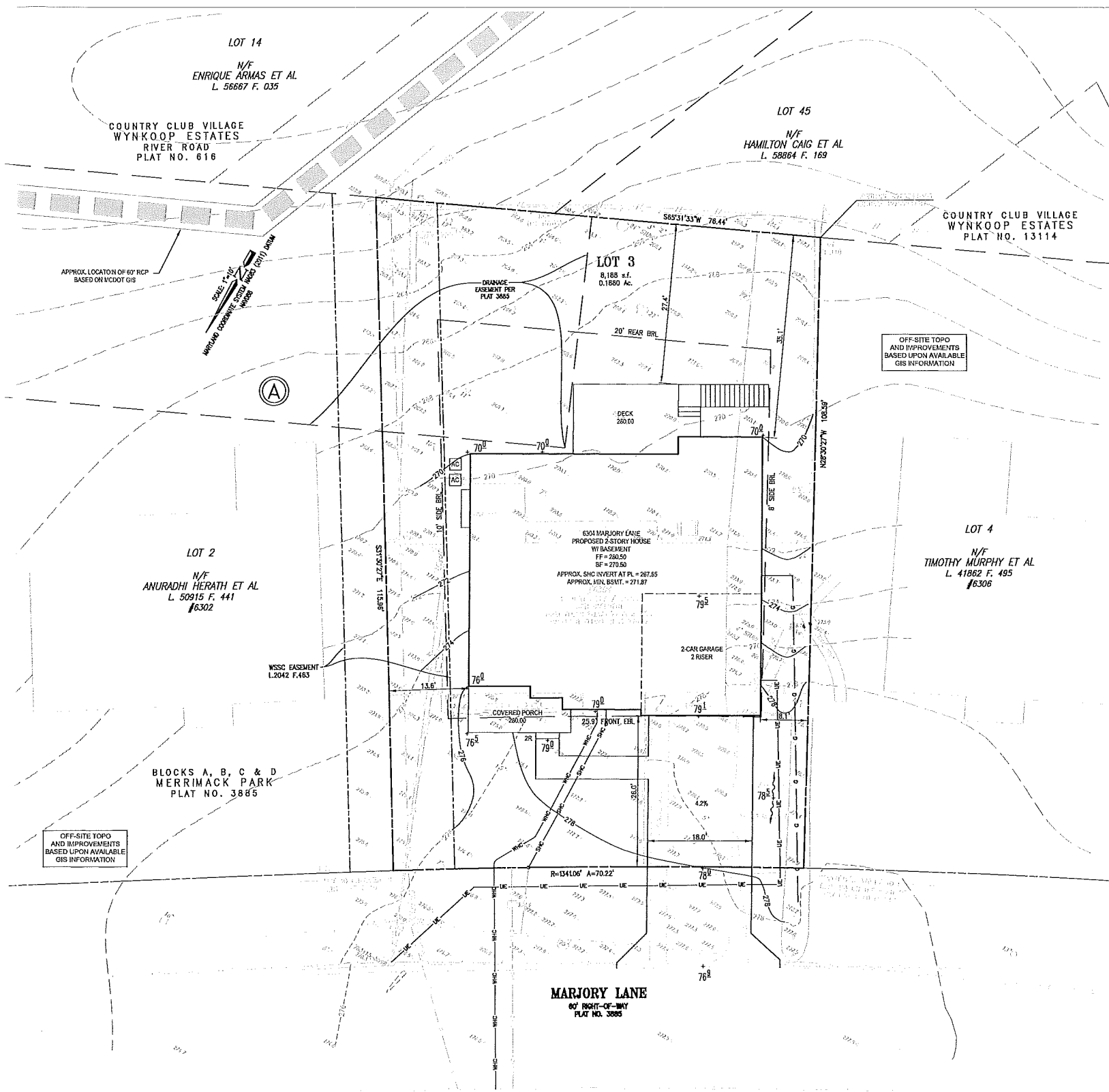
Charles P. Johnson & Associates, Inc.

Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors

1751 Elton Rd., Ste. 300 Silver Spring, MD 20903 301-434-7000 Fax: 301-434-9394
www.cpija.com • Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • Greenbelt, MD • Frederick, MD • Fairfax, VA

REFERENCE	Drawn by	MSB	Checked by	
	Date	11/25/2020	Record No.	
Plat No. 3885	Scale	1" = 30'	50-078-88.03	(A)

11-27-20
RAYMOND D. BURKE
REG. PROPERTY LINE SURVEYOR MD.
NO. 476 EXP. 1/09/2021

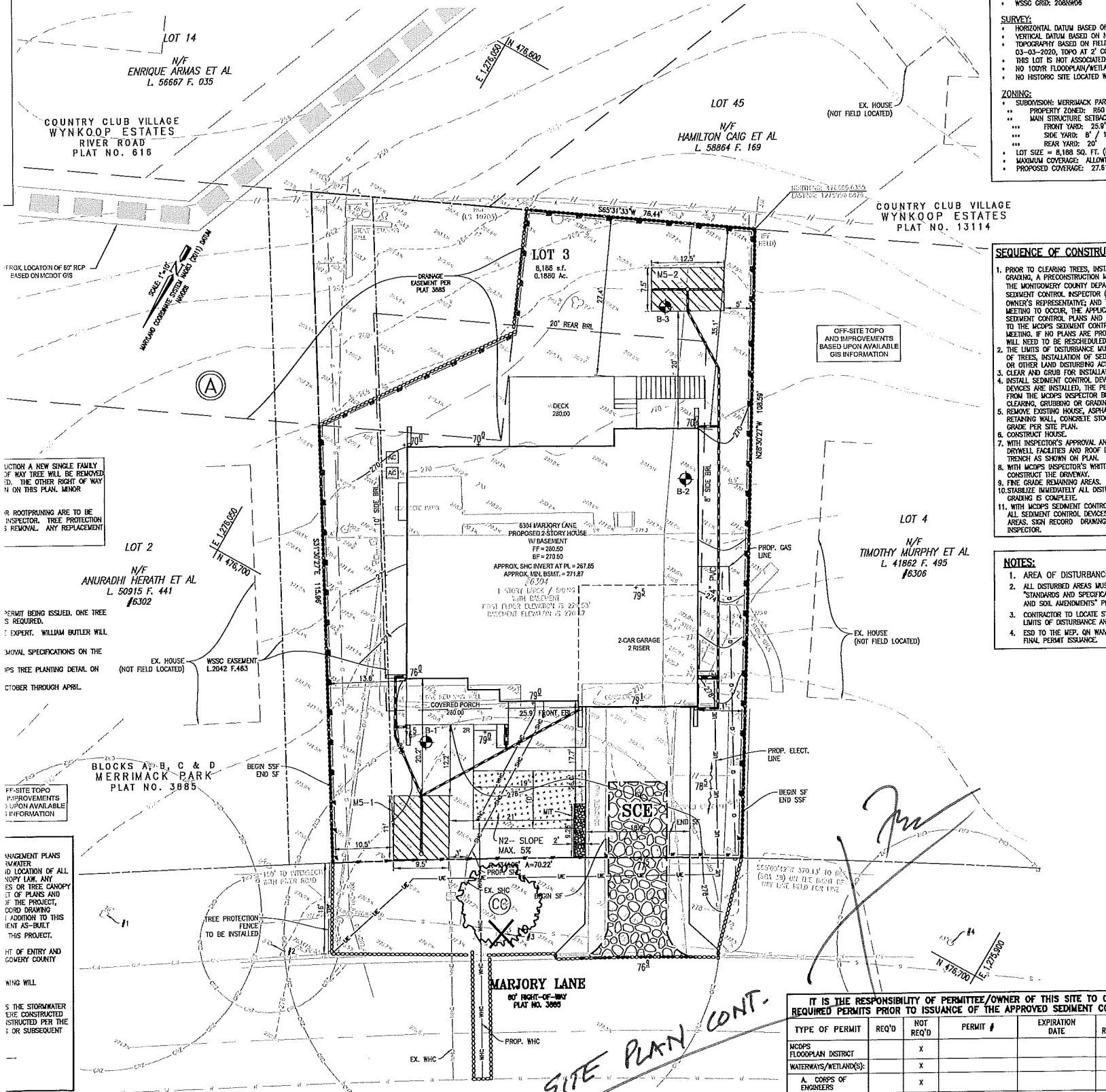


SITE PLAN



GENERAL NOTES:

- SITE:**
- ADDRESS: 6304 MARJORY LANE
 - WATER/SEWER: W-1, S-1
 - TAX MAP: G451
 - FLOODPLAIN: NONE
 - WSSC GRID: 208AH06
- SURVEY:**
- HORIZONTAL DATUM BASED ON NAD 83
 - VERTICAL DATUM BASED ON NGVD 29
 - TOPOGRAPHY BASED ON FIELD SURVEY
 - 03-03-2020, TOPO AT 2' CO
 - THIS LOT IS NOT ASSOCIATED WITH A FLOODPLAIN
 - NO 100YR FLOODPLAIN/WETLAND
 - NO HISTORIC SITE LOCATED WITHIN
- ZONING:**
- SUBDIVISION: MERRIMACK PARK
 - PROPERTY ZONED: R60
 - MAIN STRUCTURE SETBACK: 10'
 - FRONT YARD: 25'
 - SIDE YARD: 10'
 - REAR YARD: 20'
 - LOT SIZE = 8,188 SQ. FT. (A)
 - MAXIMUM COVERAGE: ALLOWED
 - PROPOSED COVERAGE: 27.61%



SEQUENCE OF CONSTRUCTION:

1. PRIOR TO CLEARING TREES, INSTALL SEDIMENT CONTROL. THE MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES (DPS) WILL NEED TO BE NOTIFIED PRIOR TO THE INSTALLATION OF SEDIMENT CONTROL. THE APPROPRIATE SEDIMENT CONTROL PLANS AND SPECIFICATIONS WILL BE PROVIDED TO THE MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES (DPS) FOR REVIEW AND APPROVAL. IF NO PLANS ARE PROVIDED, THE PROJECT WILL BE REQUIRED TO PROVIDE PLANS AND SPECIFICATIONS FOR REVIEW AND APPROVAL.
2. THE LIMITS OF DISTURBANCE MUST BE ESTABLISHED PRIOR TO THE START OF CONSTRUCTION. THE LIMITS OF DISTURBANCE MUST BE ESTABLISHED PRIOR TO THE START OF CONSTRUCTION.
3. CLEAR AND GRUB FOR INSTALLATION OF TREES, INSTALLATION OF SEDIMENT CONTROL, OR OTHER LAND DISTURBING ACTIVITY. CLEAR AND GRUB FOR INSTALLATION OF TREES, INSTALLATION OF SEDIMENT CONTROL, OR OTHER LAND DISTURBING ACTIVITY.
4. INSTALL SEDIMENT CONTROL DEVICES. SEDIMENT CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. SEDIMENT CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
5. REMOVE EXISTING HOUSE, ASPHALT DRIVE, AND CONCRETE STOOD GRADE PER SITE PLAN. REMOVE EXISTING HOUSE, ASPHALT DRIVE, AND CONCRETE STOOD GRADE PER SITE PLAN.
6. CONSTRUCT HOUSE. CONSTRUCT HOUSE.
7. WITH INSPECTOR'S APPROVAL AND DRYWELL FACILITIES AND ROOF DRAINAGE TRENCH AS SHOWN ON PLAN. WITH INSPECTOR'S APPROVAL AND DRYWELL FACILITIES AND ROOF DRAINAGE TRENCH AS SHOWN ON PLAN.
8. WITH INSPECTOR'S APPROVAL, CONSTRUCT THE DRIVEWAY. WITH INSPECTOR'S APPROVAL, CONSTRUCT THE DRIVEWAY.
9. FINE GRADE REPAIRING AREAS. FINE GRADE REPAIRING AREAS.
10. STABILIZE IMMEDIATELY ALL DISTURBED AREAS. STABILIZE IMMEDIATELY ALL DISTURBED AREAS.
11. WITH INSPECTOR'S APPROVAL, CONSTRUCT ALL SEDIMENT CONTROL DEVICES. WITH INSPECTOR'S APPROVAL, CONSTRUCT ALL SEDIMENT CONTROL DEVICES.

NOTES:

1. AREA OF DISTURBANCE MUST BE ESTABLISHED PRIOR TO THE START OF CONSTRUCTION.
2. ALL DISTURBED AREAS MUST BE STABILIZED IMMEDIATELY PRIOR TO THE START OF CONSTRUCTION.
3. CONTRACTOR TO LOCATE STAKE LIMITS OF DISTURBANCE AND STAKE THEM.
4. ESD TO THE MEP, ON WAY FINAL PERMIT ISSUANCE.

SECTION A NEW SINGLE FAMILY 3F HAY TREE WILL BE REMOVED. THE OTHER RIGHT OF WAY N ON THIS PLAN, MINOR.

FOR ROOTPRUNING ARE TO BE REMOVED. TREE PROTECTION IS REMOVAL. ANY REPLACEMENT.

PERMIT BEING ISSUED, ONE TREE IS REQUIRED.

EXPERT, WILLIAM BUTLER WILL.

MOVAL SPECIFICATIONS ON THE.

IPS TREE PLANTING DETAIL ON.

C/OBER THROUGH APRIL.

FF-SITE TOPO.

UPON AVAILABLE.

INFORMATION.

MANAGEMENT PLANS.

LOCATION OF ALL.

ANY.

ES OR TREE CANOPY.

ET OF PLANS AND.

IF THE PROJECT.

CORD DRAWING.

ADDITION TO THIS.

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THIS PROJECT.

HT OF ENTRY AND.

GOVERNMENT COUNTY.

WING WILL.

S THE STORMWATER.

BE CONSTRUCTED.

INSTRUCTED PER THE.

OR SUBSEQUENT.

RIGHT-OF-WAY TREE LIST		
PLAN #	DBH	TREE NAME
1	18"	GRAPE MYRTLE
2	8"	MAPLE
3	25"	MAPLE
3	13"	MAPLE

STREET TREE REPLACEMENT SCHEDULE

ID	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT
CC (x1)	Cercis canadensis	Eastern Redbud	1 1/2" - 2" cal., B&B	8'-10'

PLAN VIEW

GRAPHIC SCALE



IT IS THE RESPONSIBILITY OF PERMITEE/OWNER OF THIS SITE TO OBTAIN REQUIRED PERMITS PRIOR TO ISSUANCE OF THE APPROVED SEDIMENT CONTROL PLAN.

TYPE OF PERMIT	REQ'D	NOT REQ'D	PERMIT #	EXPIRATION DATE
MDPS FLOODPLAIN DISTRICT		X		
WATERWAYS/WETLAND(S)		X		
A. CORPS OF ENGINEERS		X		
B. MDE		X		
C. MDE WATER QUALITY CERTIFICATION		X		
MDE DAM SAFETY		X		
* DPS ROADSIDE TREES PROTECTION PLAN	X		375964	APPROVAL DATE
N.P.D.E.S. NOTICE OF INTENT		X		
FEMA LOMR (REQUIRED POST CONSTRUCTION)		X		
OTHERS (PLEASE LIST)		X		

* A COPY OF THE APPROVED ROADSIDE TREES PROTECTION PLAN MUST BE DELIVERED TO THE SEDIMENT CONTROL INSPECTOR AT THE TIME OF PERMIT ISSUANCE.

6304 MARJORY LANE
A SIGNATURE PROPERTY
BY

W
W O R M A L D



Jan

FRONT ELEVATION

DESIGN BY:

W

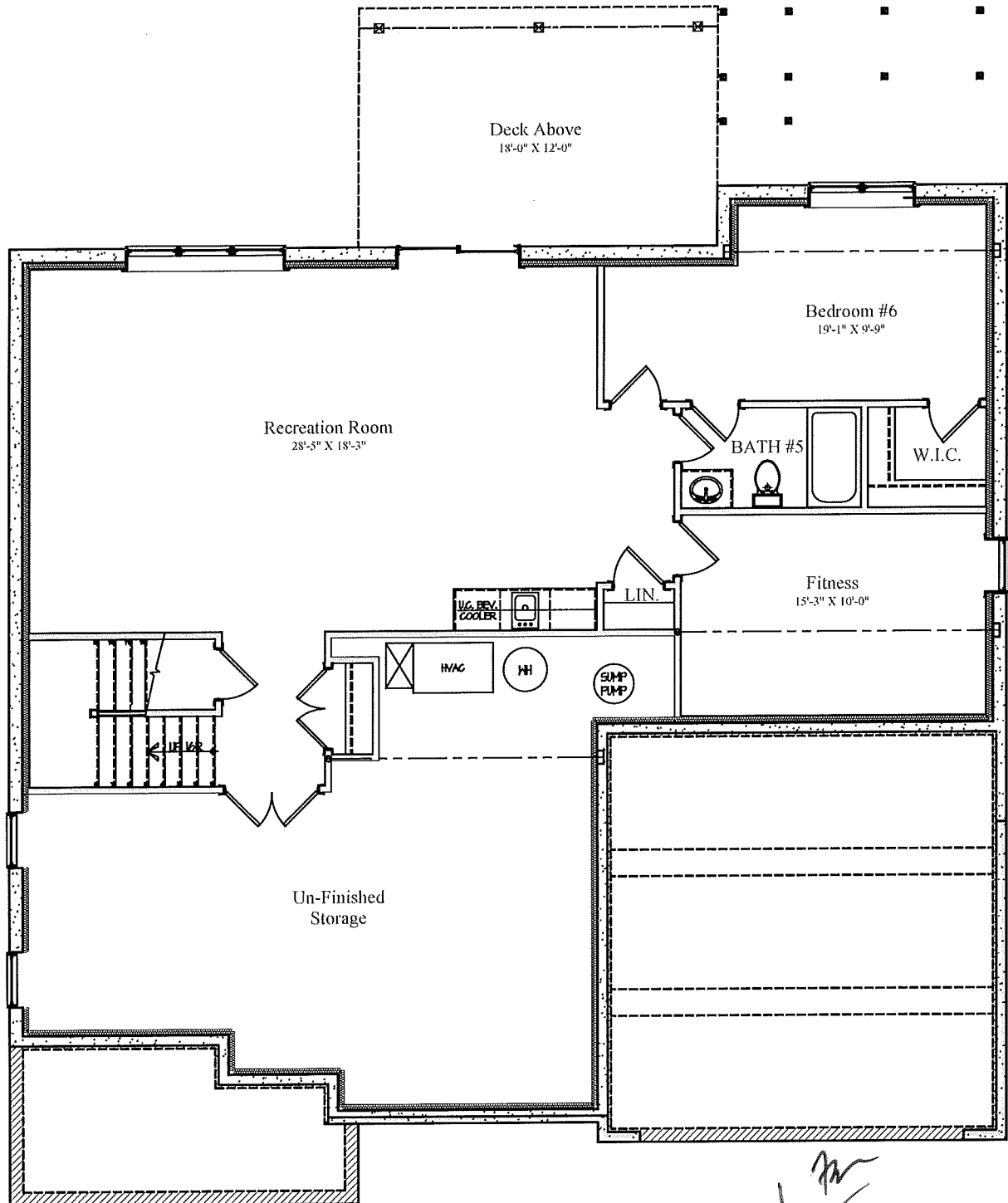
W O R M A L D



6/21/2020

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6304 MARJORY LANE



LOWER LEVEL

FINISHED AREA: 1,235 sq.ft.

UN-FINISHED: 565 sq. ft.

DIMENSIONS MAY VARY



6/21/2020

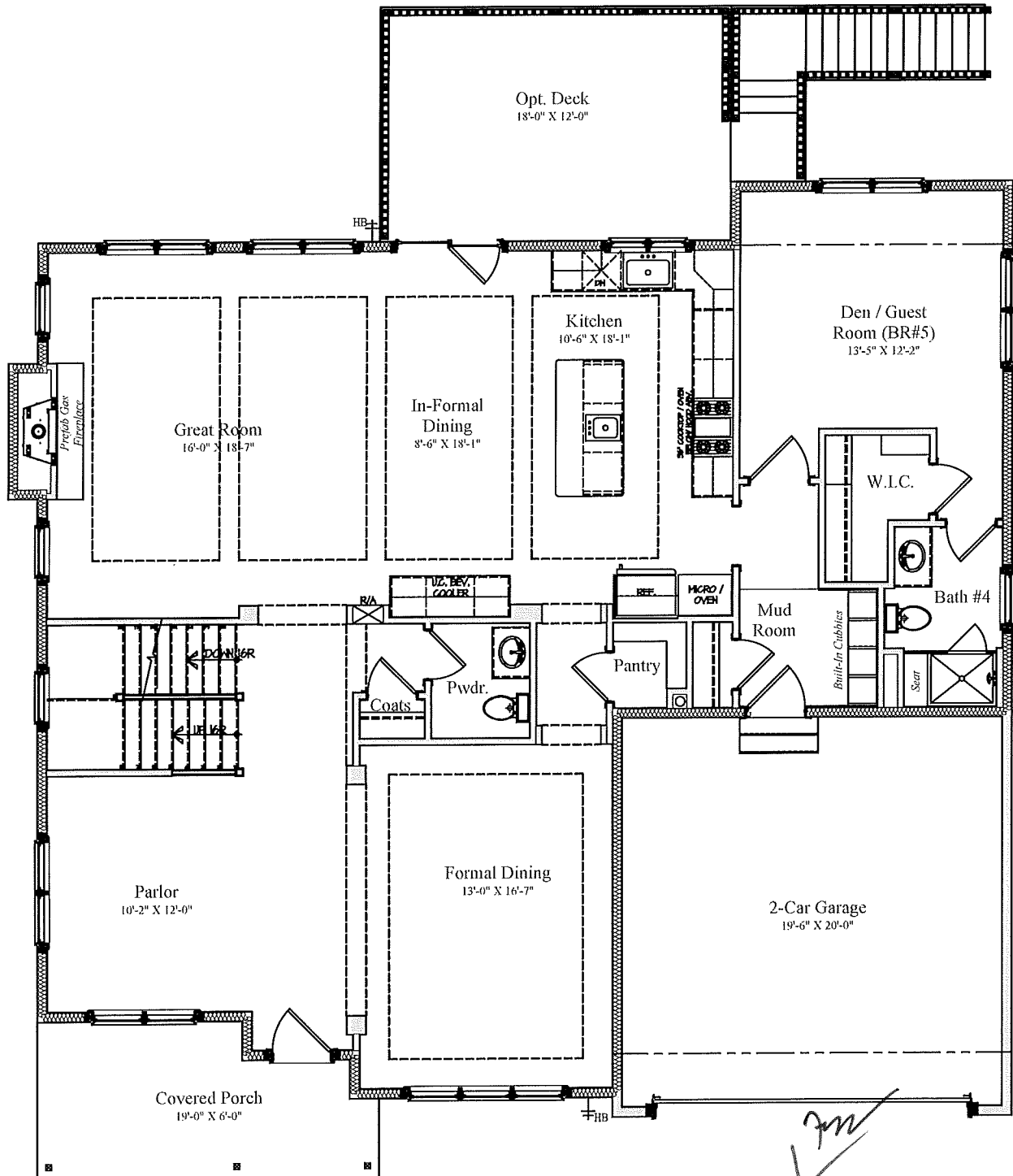
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DESIGN BY:

W

WORNALD

6304 MARJORY LANE



MAIN LEVEL

FINISHED AREA: 1,801 sq.ft.

GARAGE: 410 sq. ft.

COVERED PORCH: 123 sq. ft.

DIMENSIONS MAY VARY



6/27/2020

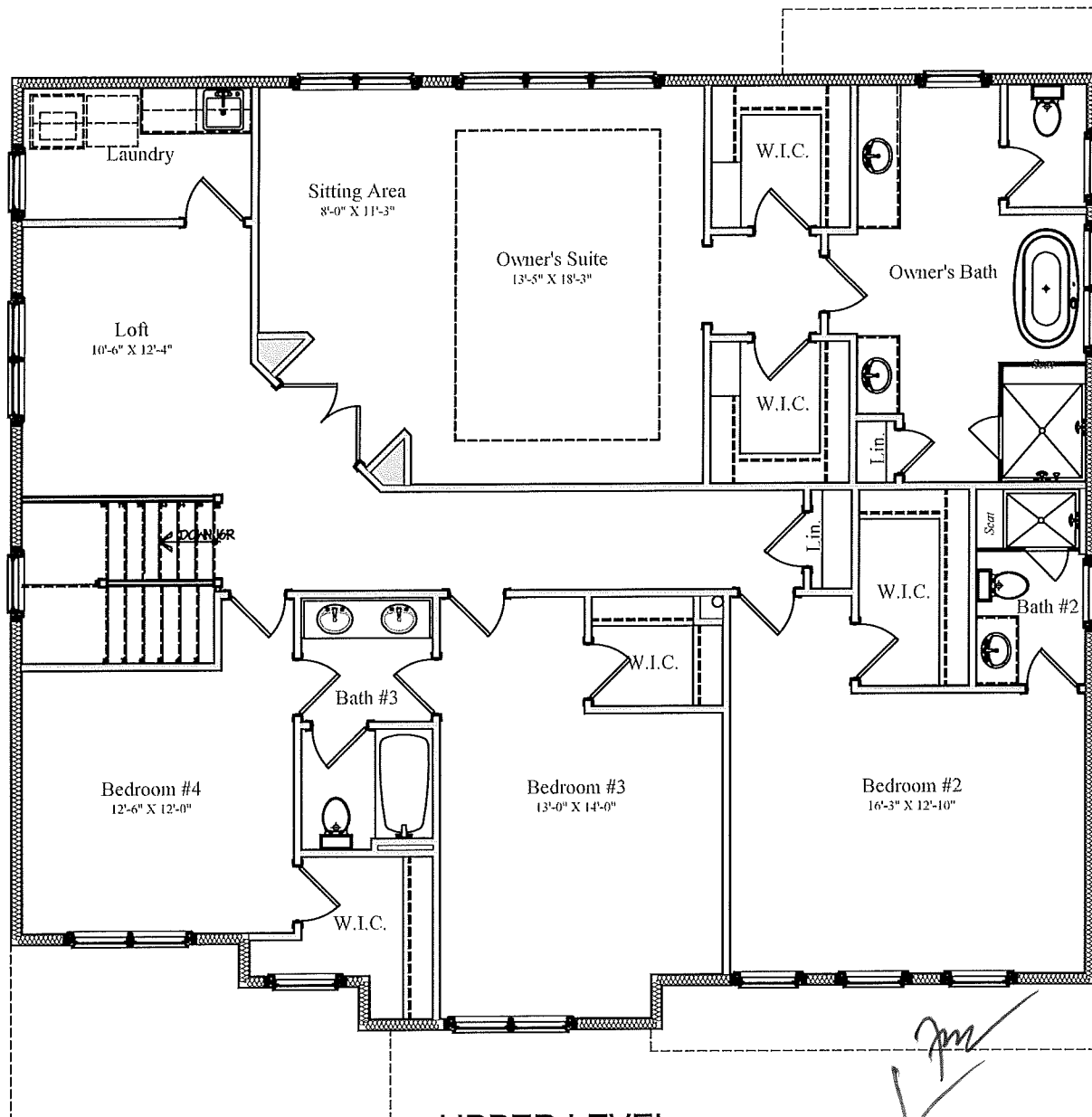
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DESIGN BY:

W

WORNALD

6304 MARJORY LANE



UPPER LEVEL
FINISHED AREA: 2,034 sq. ft.
DIMENSIONS MAY VARY



6/21/2020

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DESIGN BY:
W
WORMALD



*Custom Home by Wormald Home Construction
6304 Marjory Ln., Bethesda, Maryland*



❖ *General Features* ❖

- ◆ Design and Construction by Award Winning The Wormald Companies (wormaldhomes.com)
- ◆ 8,188 SF basement wall-out Lot; Merrimack Park neighborhood, Whitman Schools
- ◆ Modern Craftsman House Design with Stone and Hardie front façade
- ◆ Approximately 5,070 Finished Square Feet; 6168 Square Feet under roof
- ◆ Open Floor Plan with Formal Dining, Parlor, Great Room and Large Kitchen
- ◆ 6 Bedrooms and 5 ½ Baths: includes a Home Office/Bedroom with full bath on main level
- ◆ Expansive walk out Finished Basement with Recreation area, Fitness room, Bar, and more.
- ◆ 2 Car Garage with adjacent Mud Room with Cubbies
- ◆ Covered Front Porch and a Rear Deck

❖ Features ❖

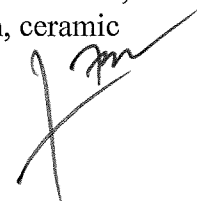
Distinctive Exterior

- ◆ Finely detailed Modern Craftsman Architecture by Award Winning Wormald Homes
- ◆ James Hardie fiber cement prefinished siding on all sides with upgraded trim details, professionally-selected exterior color scheme
- ◆ Natural thin stone features fronting street
- ◆ Large covered flagstone front porch with bead board ceiling
- ◆ Grand 8' mahogany wood front door
- ◆ Two-car garage, dry-walled, insulated garage door with windows and operator
- ◆ Professionally designed and installed landscaping package
- ◆ Flagstone lead walk and optional rear flagstone patio
- ◆ Dimensional architectural fiberglass roof shingles with limited lifetime warranty
- ◆ Seamless aluminum gutters and downspouts with environmental ground water recharge
- ◆ Waterproof exterior electrical receptacle and frost-free hose bibs at front and rear
- ◆ Poured concrete foundations with waterproofing and drainage system
- ◆ Rear Deck and walk out basement

Elegantly-Appointed Interiors

- ◆ Expansive open Entry Foyer with exposed over-sized hardwood staircase (per plan)
- ◆ Nine-foot ceilings on main and second levels and eight-foot nine-inches in basement level (per plan)
- ◆ Formal Living and Dining open to foyer.
- ◆ Open and well-lit Great Room area with coffer ceiling open to kitchen/breakfast
- ◆ Gas fireplace with surround and mantel in Great Room

- ◆ Den/Guest Rm on first floor with private full bath and walk-in closet. Family Area/Loft on 2nd floor
- ◆ Grand Owner's Suite with entry foyer, sitting area, tray ceilings, spacious walk-in closets and luxurious Owner's Bath
- ◆ Spacious bedrooms; walk-in closets in the upper bedrooms
- ◆ 3 ½" sand-in-place oak hardwood flooring on first level and second floor hall and master suite
- ◆ Upgraded carpet with 8lb padding in remaining bedrooms and in basement
- ◆ Designer-selected interior lighting and extensive recessed lighting throughout (per plan)
- ◆ Low VOC two tone paint used throughout.
- ◆ Dramatic cased openings (per plan)
- ◆ Eight foot high openings and two panel doors on first level
- ◆ Brushed nickel door hardware
- ◆ Over-sized base trim; Adams casing on most openings, doors and windows; wainscot and two-piece crown in dining room; two-piece crown molding in Great Room and Master Bedroom; one-piece crown in foyer, parlor, powder room, and master bath.
- ◆ Stairs and railing: Open stained oak treads and risers; over-sized starter square oak box newel posts; painted square pickets; and stained oak hand railing
- ◆ Second floor Laundry room with ceramic tile floor; cabinets and laundry sink; electric washer and dryer hook-ups
- ◆ Solid shelf closet systems
- ◆ Finished basement including large rec-room with bar; fitness area, bedroom, and full bath
- ◆ Mud room off the garage with wainscot, cubbies, coat hooks and bench, ceramic tile floor



Gourmet Kitchen

- ◆ Dramatic and Expansive Quartz top island with sink and accent cabinets below
- ◆ Thermador stainless steel appliances with 36" gas cooktop, exterior vented wall mount exhaust hood, two built-in ovens, a built-in microwave, 36" Built-in refrigerator with ice maker, and quite dishwasher.
- ◆ Beverage center with below counter fridge
- ◆ Plentiful & elegant cabinets with granite tops; soft close dove tail drawers; wall cabinets to the ceiling with crown molding; stainless hardware
- ◆ Stainless steel single bowl sinks with stainless single-lever faucets with spray hoses, insta-hot dispenser, and disposal

Luxurious Baths

- ◆ Master bathroom: large and naturally well-lit with free standing soak tub and oversized glass enclosed shower with seat; Quartz top vanity with chrome hardware; wood-framed mirrors; enclosed private water closet and linen closet
Master bathroom flooring will be ceramic tile; shower surround will be coordinated tile
- ◆ Powder Room: vanity with quartz top and chrome faucet and hardware; elongated water closet; wood-framed mirror and hardwood flooring
- ◆ "Jack-N-Jill" bathroom: dual bowl vanity with Quartz counter top, elongated water closet; tub shower; chrome faucets and hardware; tile floor and tub/shower surround with listello
- ◆ Bathroom #2 & 4: vanity with Quartz top, elongated water closet; shower with seat; chrome faucets and hardware; tile floor and shower surround with listello

- ◆ Basement bathroom: single bowl vanity with Quartz counter top, elongated water closet; tub/shower; chrome bath faucet and hardware; tile floor and tub/shower surround with listello
- ◆ Mirrors included in baths

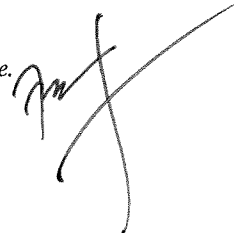
Energy, Safety and Technology Features

- ◆ Fully integrated energy conserving insulation and air-seal package
- ◆ 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/zones with separate programmable thermostats
- ◆ 14 SEER electric central air conditioning
- ◆ Insulated exterior patio and garage doors
- ◆ High efficiency Low E double Glass windows
- ◆ Hard wired smoke detectors in each bedrooms and carbon monoxide detectors on each level
- ◆ Deadbolt locks on exterior doors
- ◆ Rear yard flood lighting
- ◆ Sprinkler system as required by code
- ◆ Pre-wired with Category 6 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
- ◆ Builder one year general, two year mechanical and 5 year structural limited warrantees; manufacture warrantees on many products as well
- ◆ Designing, developing, and building award-winning communities 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.*



All selections are subject to change.	
	8/27/2020 file
	6304 Marjory Ln. Bethesda, MD
GARAGE DOORS	Clopay
Door Collection	Grand Harbor
Door Style	Insulated Design 22
Window	REC14
Color	White on White
Hardware	Spade Lift Handles
Opener	Liftmaster with Ext. Keypad and 2 Remotes
EXT. SIDING/STONE	HARDIE Smooth C+ 8.25
Siding Color	Iron Grey
Shakes	NONE
Shake Color	N/A
Vertical/ Panel Siding	Hardie Smooth with battons in gables
Vertical/ Panel Siding Color	Iron Grey
Shutter Style/Color	None
Ext. Trim Material/Color	Synthetic Non Rot /White Semi-Gloss
Vertical Stone/Brick	Natural Thin - Chocolate Grey
Stone/Brick Headers	None
Stone/Brick Sill	Eldorado Stone Pewter Snapped Edge Wainscot Sill
Flat Stone Surfaces	Flag Stone with 2" nosings
Lead walk and Patio	Flag Stone
Deck	
ROOF/GUTTERS	Tamko Heritage
Color	Rustic Black
Metal/Color	Standing Seam DK Bronze
Gutter Style/Color	5" Standard/DK Bronze or Black
WINDOWS	JeldWen Vinyl
Style	Double Hung, Fixed and/or Casement per plan with GBG
Color	DK Bronze or Black
TRIM and STAIRS	All trim is paint grade
Base	5 1/4 Beaded WM-750W
Base Exceptions	Not in locations with tile flooring, at Columns and in Dining Room.
Door Casing	3 1/2 Adams 97
Window Casing	3 1/2 Adams 97 plus WM #1022F Stool

Cased Openings and Columns	3 ½ Adams 97 except at openings with faux columns. At these locations trim to make look like faux columns w/head....typical detail is 5/4x12 base with WM167cap and WM302 2 " above opening across entire header and wrapping columns
Foyer	1piece Crown 47 with column/opening detail above
1st Floor Hall	1piece Crown 47
Dining Rm.	2 piece tray detail....Crown 47 in tray and 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 WM167cap 8" above. For columns/opening use detail above.
Den/Study/Home Office	1 piece Crown 47
Powder Rm	1 piece Crown 47
Great Room	2 piece tray 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	1piece Crown 47 with column/opening detail above
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 the wall areas above the nooks install bead board from base to a 1x6 trim board ...top of this board will be 5' +/- AFF. Build an 18" deep bench the width per plan with nooks for shoe storage per plan. Install BN hooks over each cubbie on the 1x6 trim board for jackets and sweaters. Paint all bead board, built-ins and trim 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	Plymoth BN hardware
Hardware Continued	hinge pins to be solid, BN
CABINETS/VANITIES/Built-ins & TOPS	Legacy PACKAGE
Kitchen/Butlers/Bev-center	
Cabinet Line	Legacy Estate Series Oxford 5-piece Ivory (white) except Island is Ash, 42" wall cabinets
Hardware	Bar Pulls #154 Chrome; self closing doors and drawers
Top	MSI Quartz Carara Marmie with Thick edge on Island. Q Quartz Carara Marmie for rest of tops.
Layout	See JD Cabinet Plan
Powder Room	
Cabinet Line	HR#VAN ADL - SIZE T.B.D. Grey Adler Ensemble with coord. mirror HR-107060 MIR066 - CONFIRM UNIT IS GREY
Hardware	BN included
Top	Carrara Marble <u>included with cabinet</u>
Layout	See JD Cabinet Plan
Master Bath	

Cabinet Line	Legacy Estate Series Oxford 5 Piece Paint Color is ASH
Hardware	Bar Pulls 154PC for doors and 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	Legacy Quincy/Maple Slab Door Pewter Paint
Top	MSI Quartz Iced White with white rectangular undermount bowls
Hardware	HR#3980-CR
Layout	See JD Cabinet Plan
Other Baths	
Cabinet Line	Legacy Quincy/Maple Slab Door Pewter Paint
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 - White
Hardware	HR #3980-Chrome
Top	MSI Quartz Iced White w/Revere NCFU 2115 sink
Layout	See JD Cabinet Plan
Other Spaces and Built-ins	1) Breakfast or GR area Bev- center....match Kitchen; 2) Basement wet bar Oxford 5-piece Lt. Grey with 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

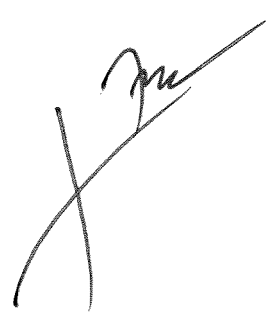
Mud room	Dal Tile Koncrete Gray #KC04, 12x12, laid straight on floors, matching grout; 6" high #KC04 base (12x12 cut in half) with BN Schluter edge. Threshold to be Carrera Marble.
Kitchen Back Splash	Dal Tile #AR-93 3x12, laid brick-joint, #77 frost grout
<u>2nd level</u>	
All but baths, laundry, master 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	Dal Tile #FL-06, 12x24, laid 33% stagger on floor; #FL-06, 12x12, laid straight on walls to ceiling; #FL-06 2x4 running at 1' wide strip around shower walls at 5' AFF; #FL-06 6" high base (12x24 cut in half) with BN Schluter edge; Solistone Indonesian Pebbles #HGRY DH-01 Halsia Dark shower pan with matching grout; (1) large and (1) small white corner shelf; #77 frost grout; all exposed edges Schluter BN Threshold to be Carrera Marble.
Other baths	Dal Tile Koncrete, white, #KC01, 12x12, laid straight on floors; #PL-02 laid brick-joint on walls; horizontal band of Modern Dimensions Gray #0109, 4 1/4"x 12 7/8" laid vertically, bottom at approx. 54" AFF; #77 frost grout; 6" high #KC01 base (12x12 cut in half) with BN Schluter edge. Single large white corner shelf (no soap dish). Threshold to be Carrera Marble.
Laundry	Dal Tile Koncrete Gray #KC04, 12x12, laid straight on floors, matching grout; 6" high #KC04 base (12x12 cut in half) with BN Schluter edge. Threshold to be Carrera Marble.

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	Dal Tile Koncrete, white, #KC01, 12x12, laid straight on floors; #PL-02 laid brick-joint on walls; horizontal band of Modern Dimensions Gray #0109, 4 1/4"x 12 7/8" laid vertically, bottom at approx. 54" AFF; #77 frost grout; 6" high #KC01 base (12x12 cut in half) with BN Schluter edge. Single large white corner shelf (no soap dish). Threshold to be Carrera Marble.
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 Color to be Dk Walnut and 3 coats of satin poly
Stairs/Rails	MinWax Color to be Dk Walnut and 3 coats of satin poly
PLUMBING FIXTURES	
PLUMBING FIXTURES	
Kitchen	
Sink Faucet Set	Moen Align #5923 one handle pre-rinse spring pulldown, SS, and Moen Align SS Bar Faucet Moen Align 5965 SS at prep sink
Sink	2 sinks: Both included with tops undermount SS 16g Single Bowl. Glaicer Bay WEL-3219 and prep sink is bar version of above
Butler's/Bev Sink Faucet Set	<u>None</u>
Butler's/Bev Sink	<u>None</u>
Insta Hot Faucet	<u>InSinkErator FHC1100C at prep 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 if req.
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
Other Items	

<u>HARDWARE, SHELVING, MIRRORS, ENCLOSURES</u>	BN & CHROME PACKAGE
Powder Rm	CHROME Moen Method: 18" Towel Bar and TP Holder; BN framed oval Mirror
Master Bath	2 Chrome Moen Method 24" Towel Bars, Method TP Holder; 1-2 42"h Mirror(s) set tight into field built frames by others; 80" tall frameless (unless design requires semi-frameless) clear glass shower enclosure
Hall Bath	N/A
Buddy (jack-n-jill) Bath	CHROME Moen Method: 2 - 24" Towel Bars and TP Holder; polished edge 42" high vanity width less 4" Mirror; CHROME curved shower rod
En-Suite Bath	CHROME Moen Method: 24" Towel Bar and TP Holder; polished edge 42" high vanity width less 4" Mirror; CHROME curved shower rod
Basement Bath	CHROME Moen Method: 24" Towel Bar and TP Holder; polished edge 42" high vanity width less 4" Mirror; CHROME curved shower rod
All Closets Except Below	All closets for clothing to be Closet Maid Express single solid shelf except master. All linens to include five shelves.
Pantry	Closet Maid Express - 5 shelves
Master BR Closets	Closet Maid Express - combination of single, double and shelves Plat to be approved
Laundry	No shelving; Cabinets by others
Front Door Hardware	BN Schlage Camelot with dead bolt and inside lever one side keyed, hinges and sill color is BN
Other Exterior and Garage Access	Schlage Plymouth, BN, keyed (alike)
Interior Doors	BN Schlage Plymouth privacy, passage or dumb as appropriate. Solid BN rubber bumper door stops, hinge stop only if nessary

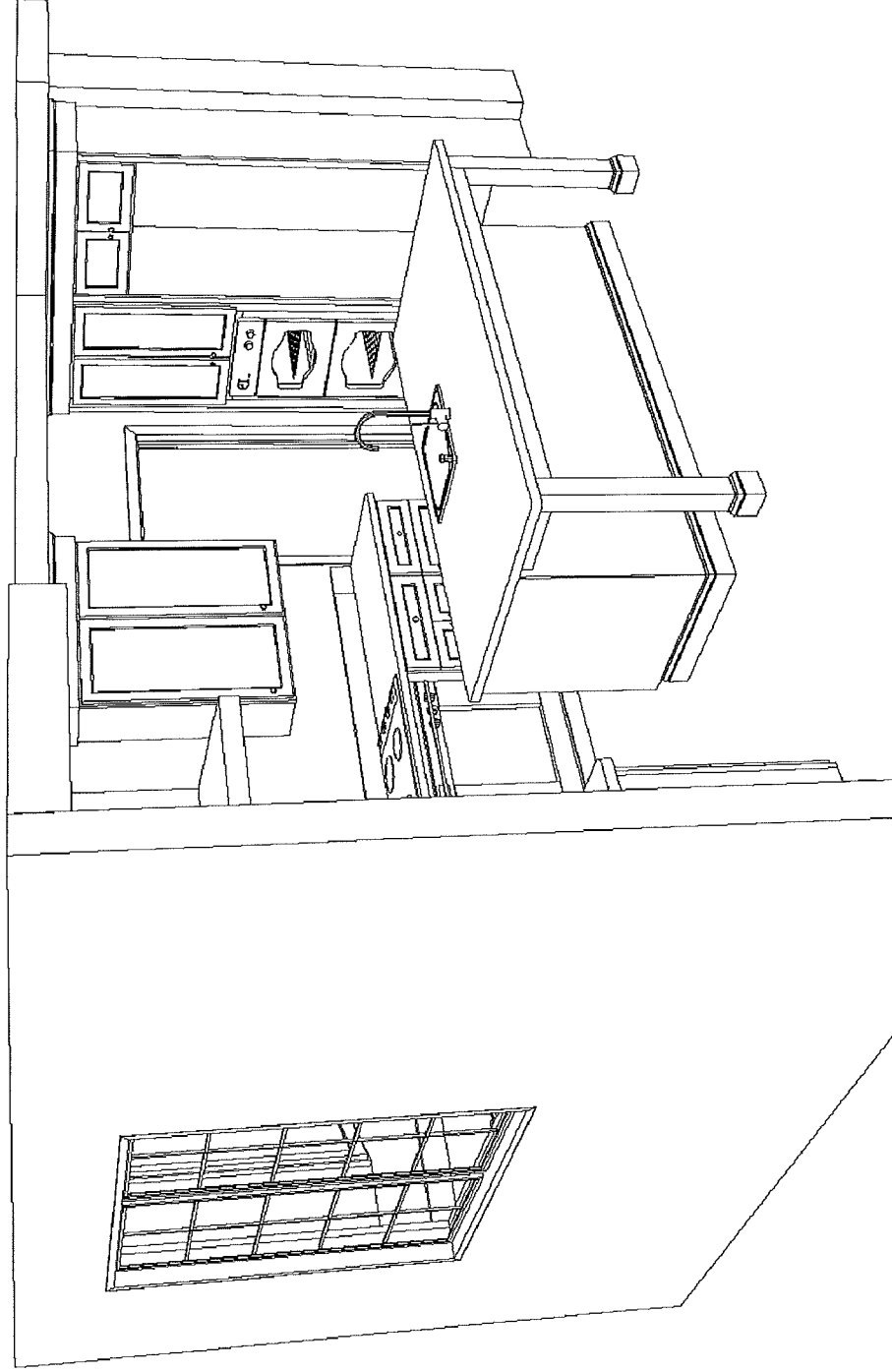
Pocket, Double, Bi-fold, other	BN pocket door recessed face pulls and edge pull
APPLIANCES	
Kitchen	
Primary Brand & Package	Thermador Package B
Range/Cook Top/Range Top	Thermador #SGS365TS 36" Gas Cooktop, SS, 5-Burner
Wall Oven(s)	Thermador #ME301WS 30" Single Wall Oven, Convection, 1 xt rack, SS, Pro Handle
Microwave /Oven Combo	Thermador #MEM301WS Combination Microwave/Convection,
Microwave	Included with Oven/Microwave combo
Refrigerator	Thermador #T36BT920NS 36" Built-in, Pro, Assembled, SS, Energy Star
Dishwasher	Thermador #DWHD650WFM Emerald Pro, 48 dBa, Rack Matic, Blue Power Beam, Flux Capacitor
Beverage Cooler/Wine Refrigerator	Uline #U1224BEVS00B 24" SS, Reversible Hinge; one in kitchen
Vent	Thermador #HMCB36WS 36" Masterpiece Chimney Pyramid hood with Blower
Car Charger and others	None
Laundry Room	Electric Washer and Dryer Hook-ups Standard
Washing Machine	None Provided
Dryer	None Provided
LIGHT FIXTURES	
Foyer	Two (2) - Semi-Flush Ceiling Mount PRGP3434
Stairs - Up	6 LT Pendant (Corrine) - FEIF3061



Dining Room	9-Light Chandelier PRG4646
Kitchen	Recessed
Island Pendants	Two (2)- Mini Pendants P1310 BS
Breakfast Area	Recessed
Powder Room	(1) PRGP300009-009 & 860003-001
Halls	Recessed
Mud Room	Recessed
Master Bedroom	Recessed
Basement Landing bottom Stairs	None
Den/Office	Recessed
Walk In Closets/Pantry	(8) Seagull 53059-15
Master Bath	(2) Progress PRGP300010-009 & 860003-001 (vanities), (1) Seagull 53059-15, and Recessed per plans
Bath #2	(1) PRGP300010-009 & 860003-001
Bath #3	(1) PRGP300010-009 & 860003-001 and a Seagull 53059-15
Bath #4	(1) PRGP300010-009 & 860003-001
Bath #5	(1) PRGP300010-009 & 860003-001
Laundry Room	Seagull 53059-15
Ceiling Fans	None; rough-ins provided in upper BRs
Front Porch	Recessed
Garage	Two (2) - One Light Wall Lantern 88081-71
Rear Door	One (1) - One Light Wall Lantern 88081-71
Recessed Lighting	5" white baffle and trim/LED
Others	
FIREPLACE	
Firebox	Heatilator Caliber #CD4236IFT

Options	Remote and Insulation
Vent Cap	None
Surround/Hearth	Arctic Gray
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.

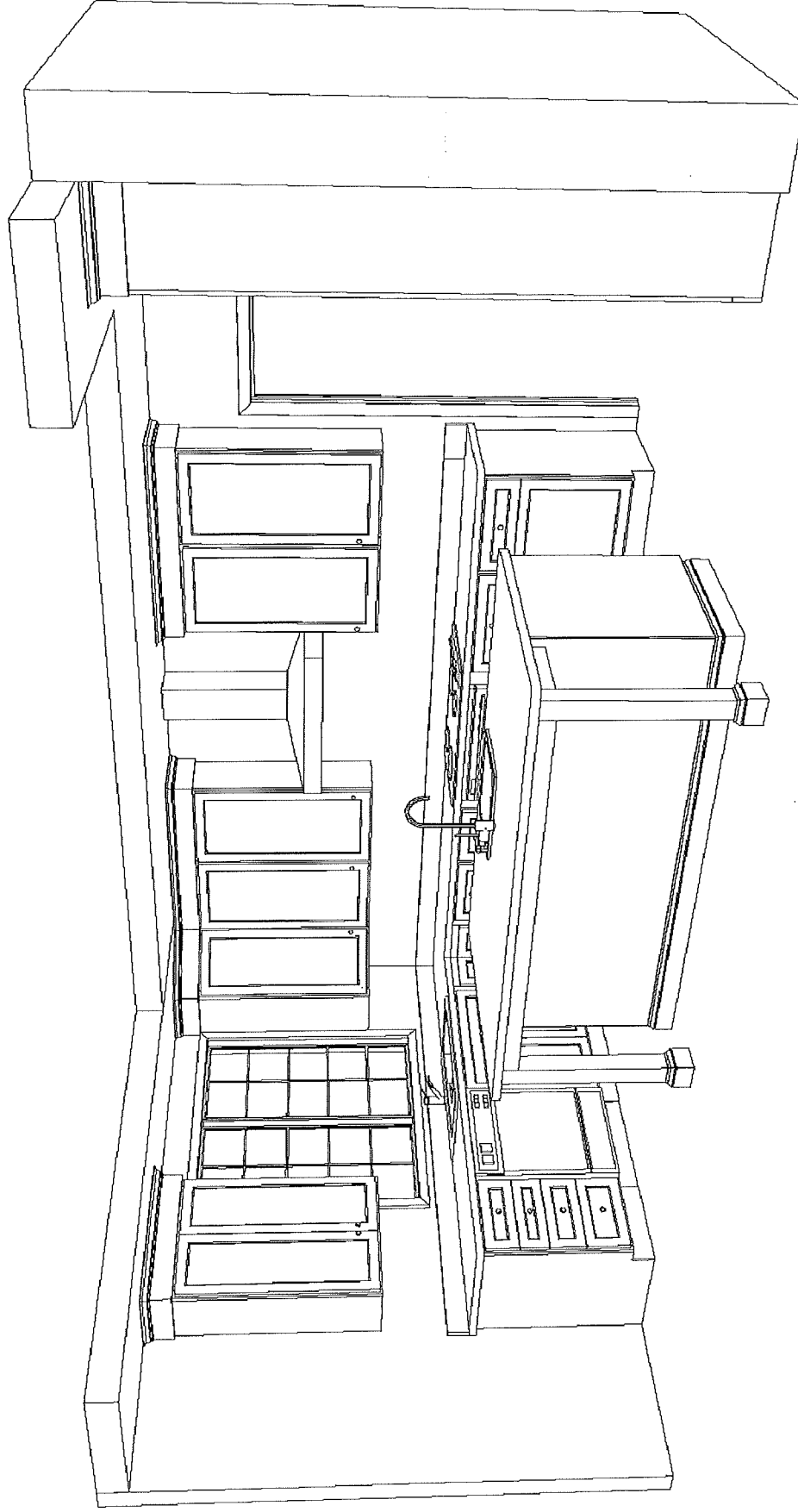
A handwritten signature, possibly "Jm", is written above a large, stylized "X" mark.



Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.



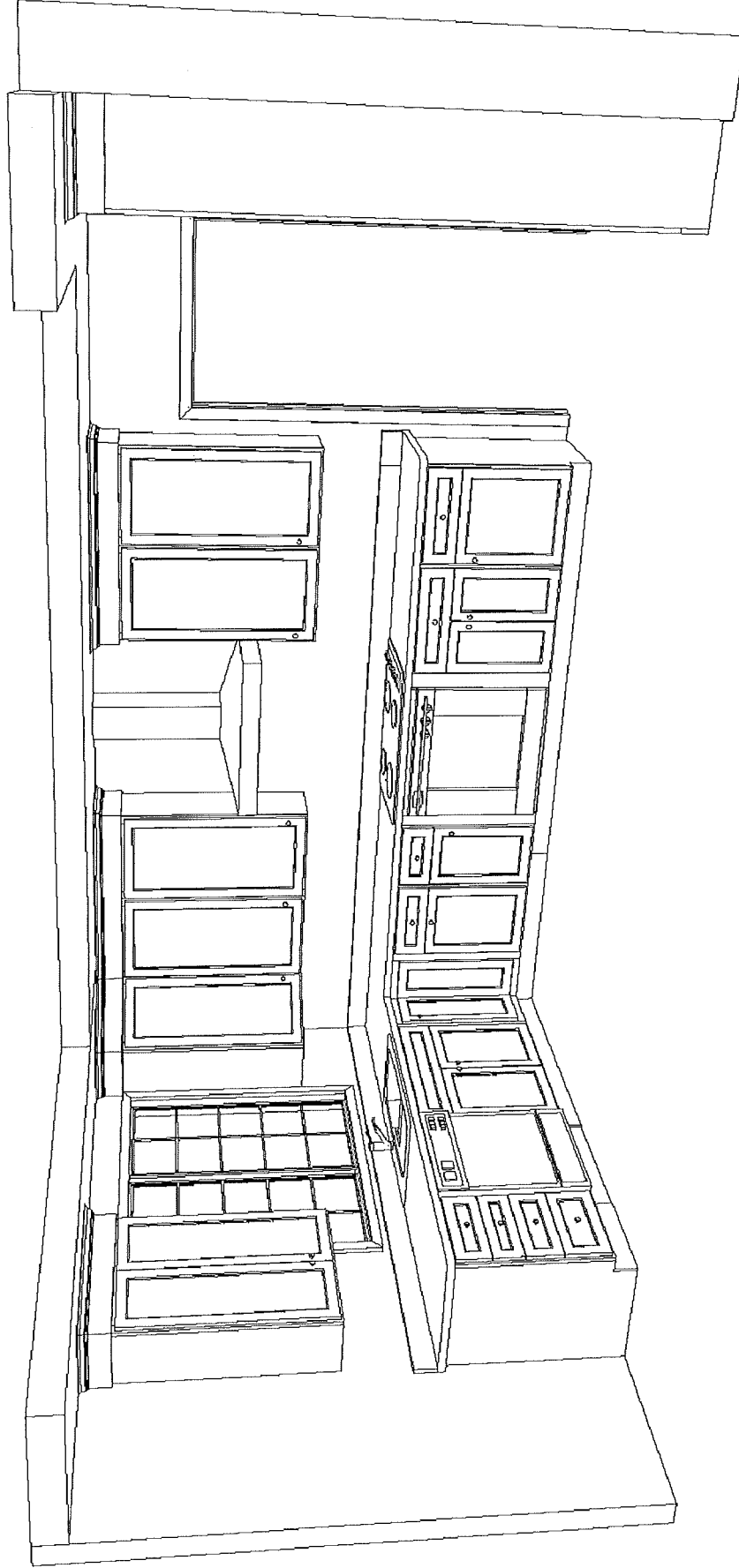
Designed: 9/4/2020
Printed: 9/9/2020



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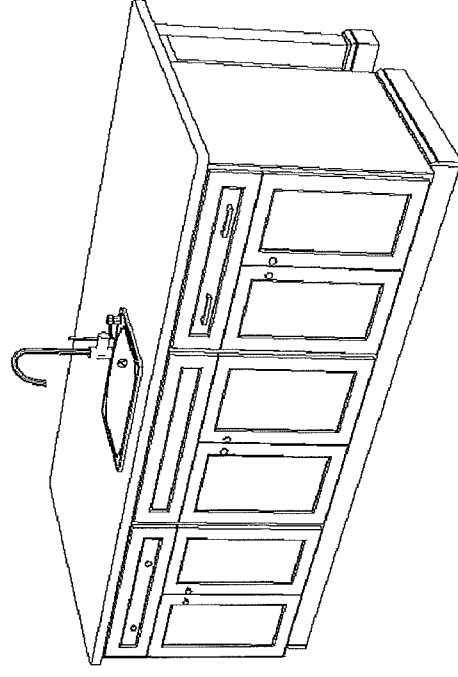
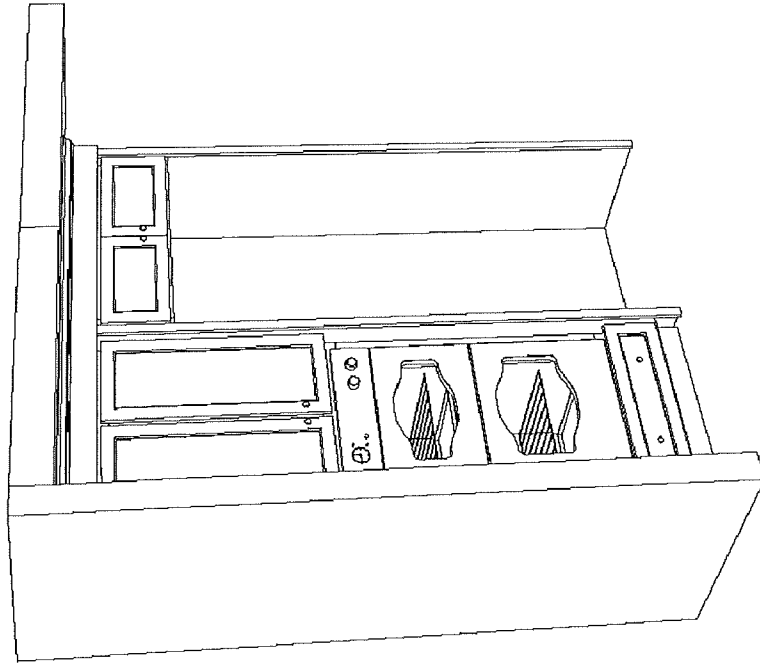
Designed: 9/4/2020
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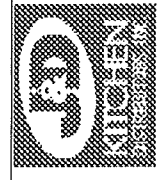
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Printed: 9/9/2020



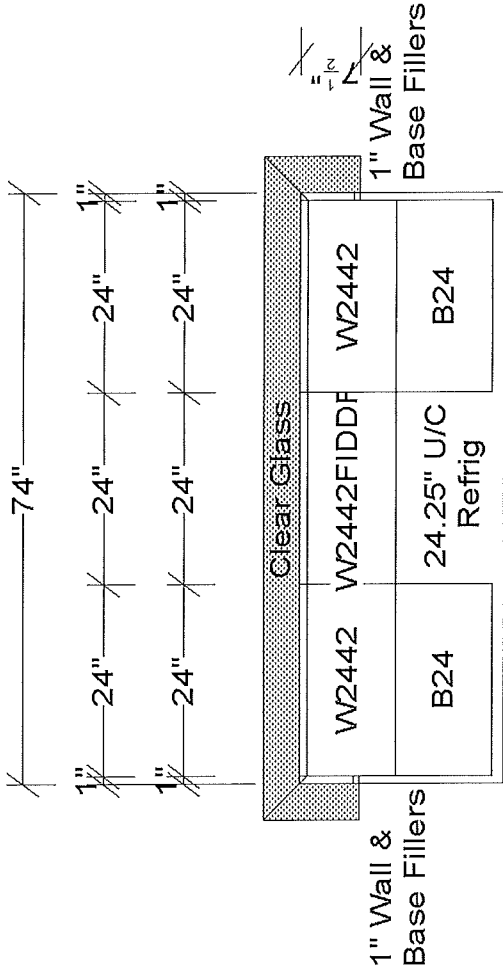
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6304 Marjory Kit2a All (no dims) Drawing #: 1


BREAKFAST NOOK

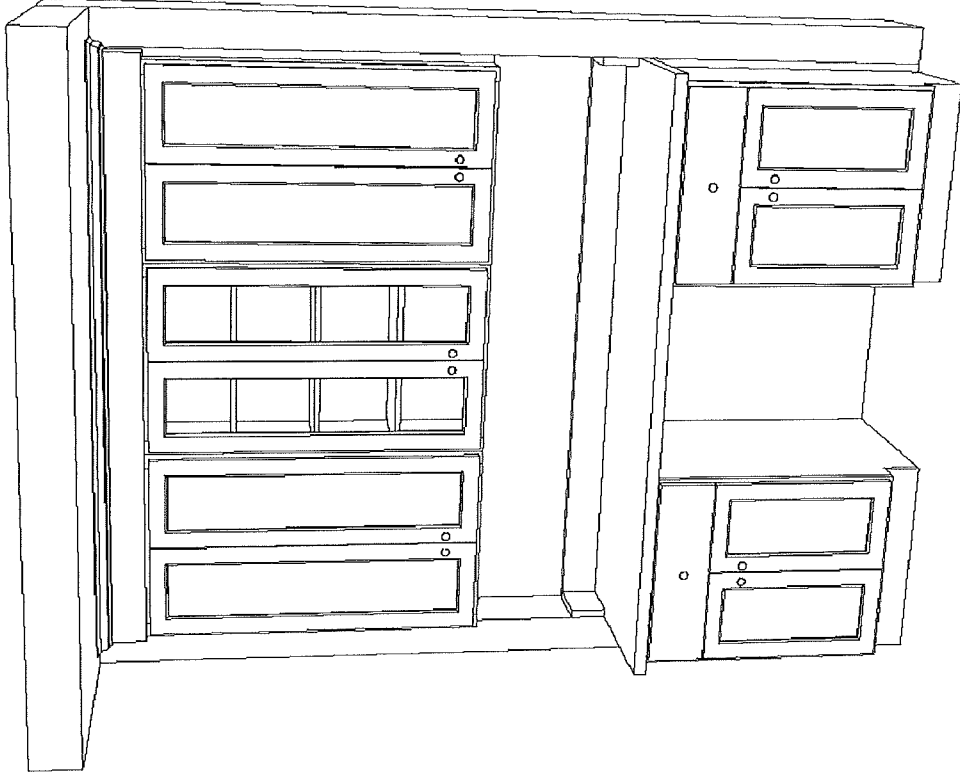


Use (2) UF384 Tall Fillers
As 48" High Wall Fillers

LEGACY OXFORD / MAPLE
FINISH: IVORY (WHITE)

HR #154-SS = DOOR & DRWR HDW

<p>All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.</p>	 <p>J.P. MICHEN 15100 BIRCHDALE RD. MARIETTA, GA 30067 404-275-8294</p>	<p>This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.</p>	<p>Designed: 9/4/2020 Printed: 9/9/2020</p>
<p>6304 Marjory Breakfast Nook_Glass Doors</p>	<p>All</p>	<p>Drawing #: 1</p>	<p>Scale : 0 1/2" 1'</p>

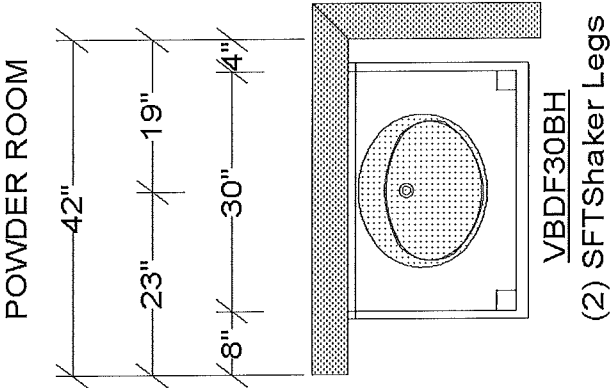


Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.




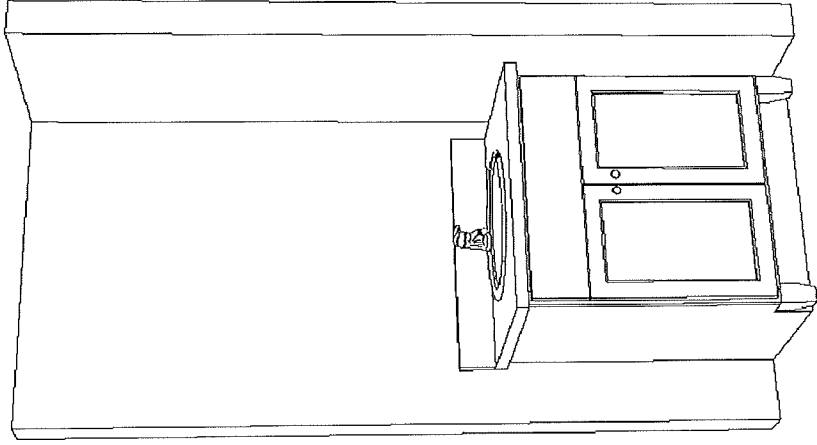
Designed: 9/4/2020
Printed: 9/9/2020

ALL DIMENSIONS ARE
APPROXIMATE
5/21/2020



LEGACY OXFORD / MAPLE
 FINISH: ASH
 HDW = HR #156-PC

<p>All dimensions .size designations given are subject to verification on job site and adjustment to fit job conditions.</p>		<p>This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.</p>	<p>Designed: 9/9/2020 Printed: 9/9/2020</p>
<p>6304 Marjory Powder Room_LG</p>	<p>All</p>	<p>Drawing #: 1</p>	<p>Scale : 0 1/2" 1'</p>

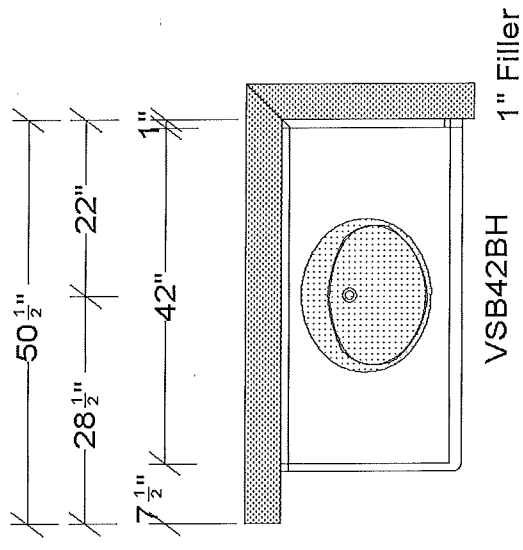
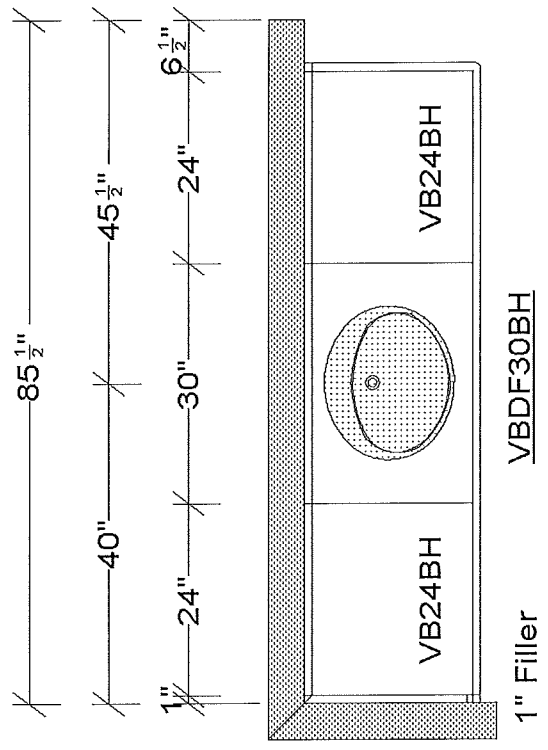


Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.




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Printed: 9/9/2020

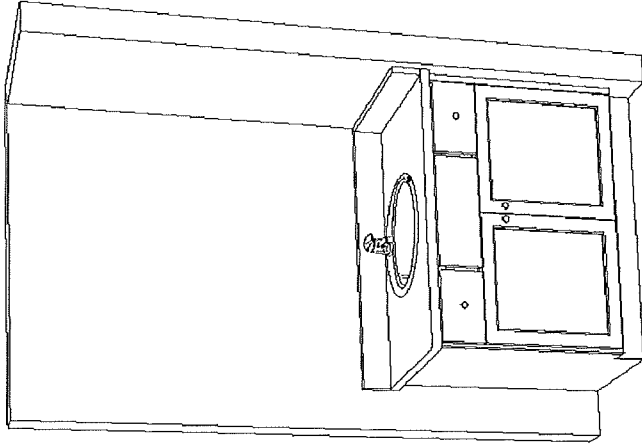
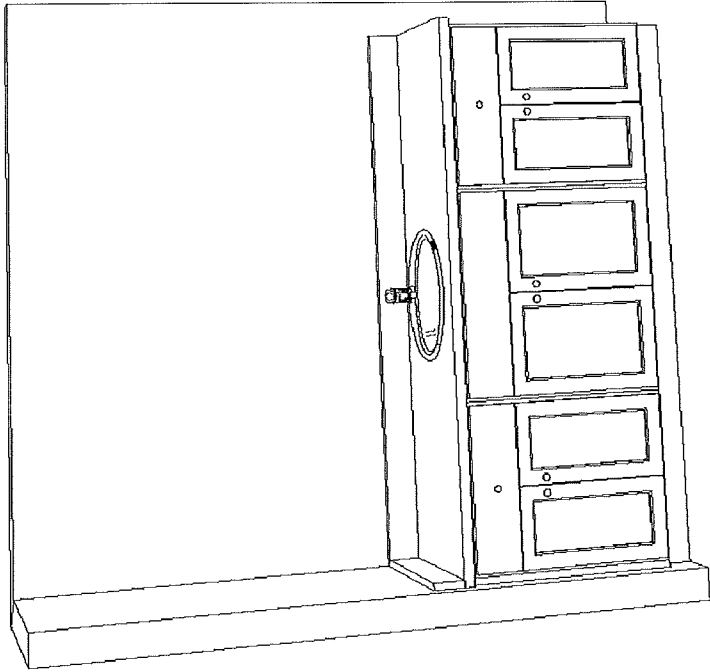
MASTER BATH



LEGACY OXFORD / MAPLE
FINISH: ASH

HDW = HR #156-PC

<p>All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.</p>	 <p>J&P KITCHEN SYSTEMS 15100 BIRCHDALE AVE LAUREL, MD 20646 800.755.8004</p>	<p>This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.</p>	<p>Designed: 9/9/2020 Printed: 9/9/2020</p>
<p>6304 Marjory Master Bath_LG</p>	<p>All</p>	<p>Drawing #: 1</p>	<p>Scale: 0 1/2" 1'</p>

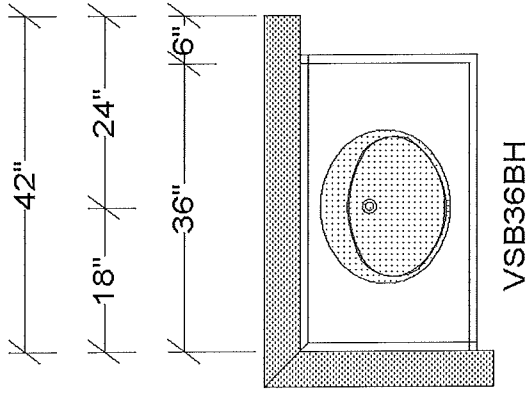


Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

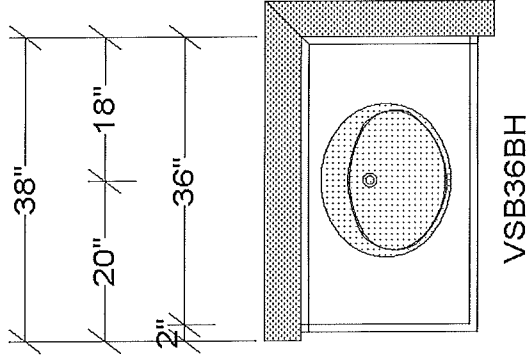


Designed: 9/9/2020
Printed: 9/9/2020

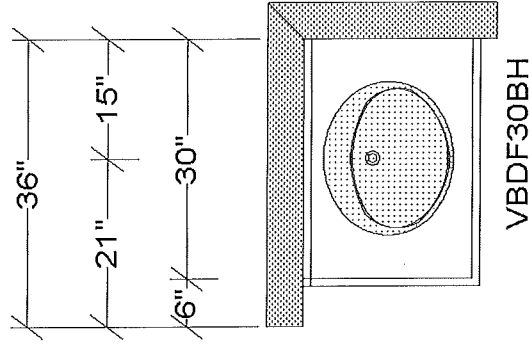
2nd FLOOR
PRIVATE BATH (#2)



1st FLOOR
PRIVATE BATH (#5)




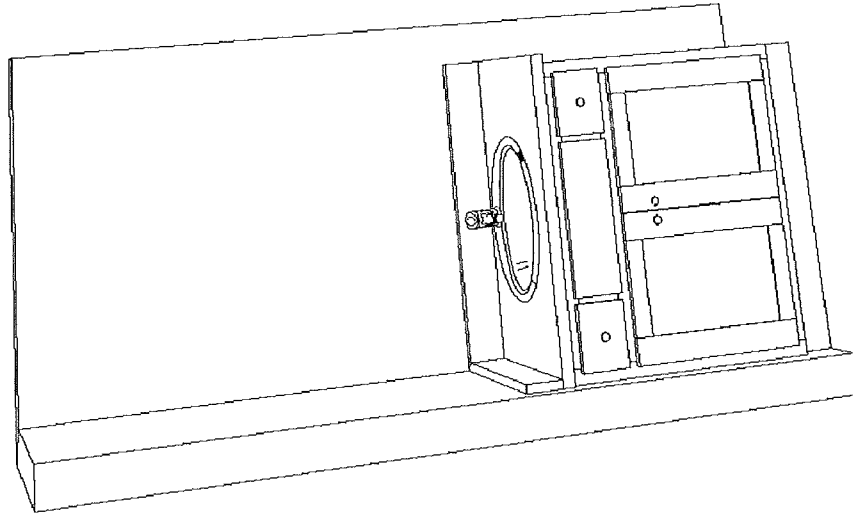
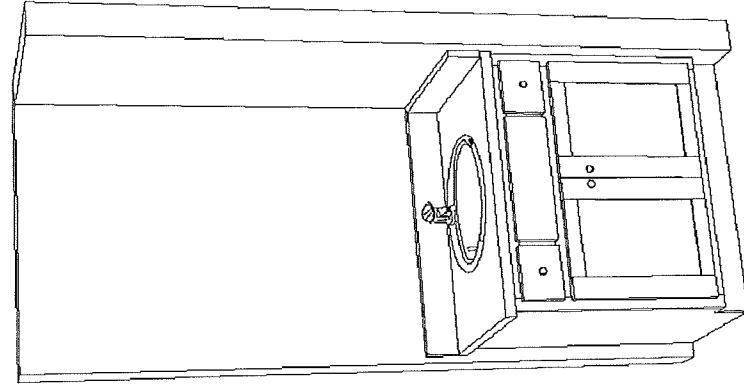
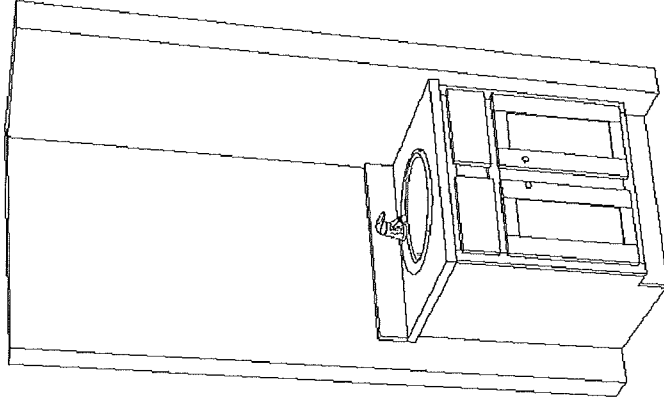
BASEMENT BATH (#4)



LEGACY QUINCY / MAPLE
FINISH: PEWTER

HDW = HR #3980-PC

<p>All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.</p>	 <p>J&D KITCHEN CABINETS</p> <p>15100 BETHUNE AVE N. WASHINGTON, MI 48075-8094</p>	<p>This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.</p>	<p>Designed: 9/4/2020 Printed: 9/9/2020</p>
<p>6304 Marjory Bath Vanities</p>	<p>All</p>	<p>Drawing #: 1</p>	<p>Scale : 0 1/2" 1'</p>



Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.



Designed: 9/4/2020
Printed: 9/9/2020

ALL DIMENSIONS ARE
APPROXIMATE
SEE SPECIFICATIONS

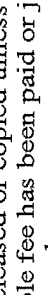
6304 Marjory Bath Vanities

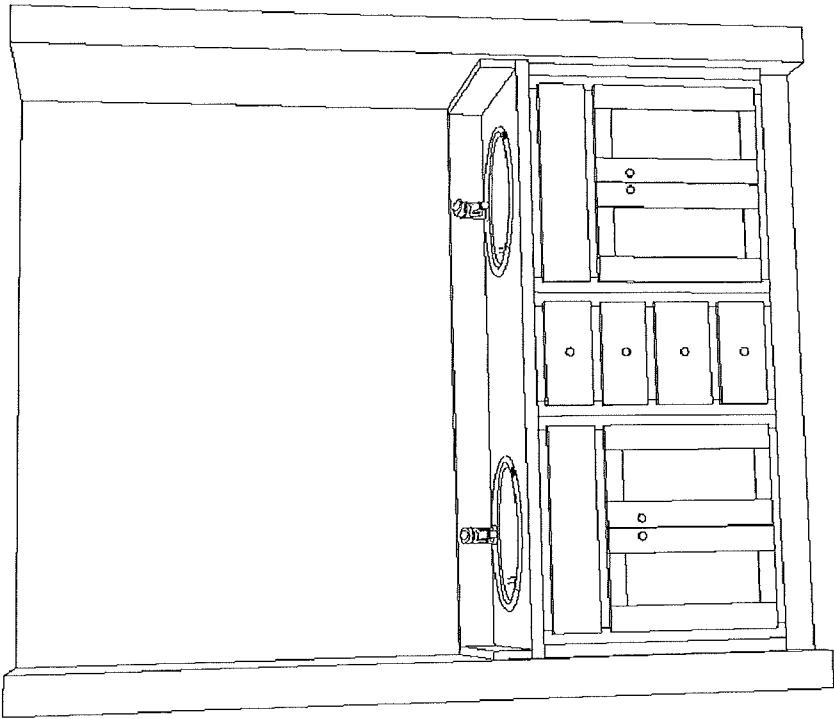
All

Drawing #: 1

Technical drawing of a double vanity unit. The top view shows a rectangular unit with a total width of 72 inches and a total depth of 27 inches. The unit is divided into two equal sections, each 36 inches wide. The side view shows the unit's profile with a total height of 15 inches and a depth of 27 inches. The unit is labeled with model numbers: VBDF27BH on the left side, VDB15BH in the center, and VBDF27BH on the right side. The unit is shown with a textured, stone-like finish.

HDW = HR #3980-PC

<p>All dimensions, size designations given are subject to verification on job site and adjustment to fit job conditions.</p>	 <p>151005 0017-254.006 151005 0017-254.006 151005 0017-254.006</p>	<p>This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.</p>	<p>Designed: 9/4/2020 Printed: 9/9/2020</p>
<p>6304 Marjory Shared Bath Vanities</p>		<p>Drawing #: 1</p>	<p>Scale : 0 1/2" 1'</p>



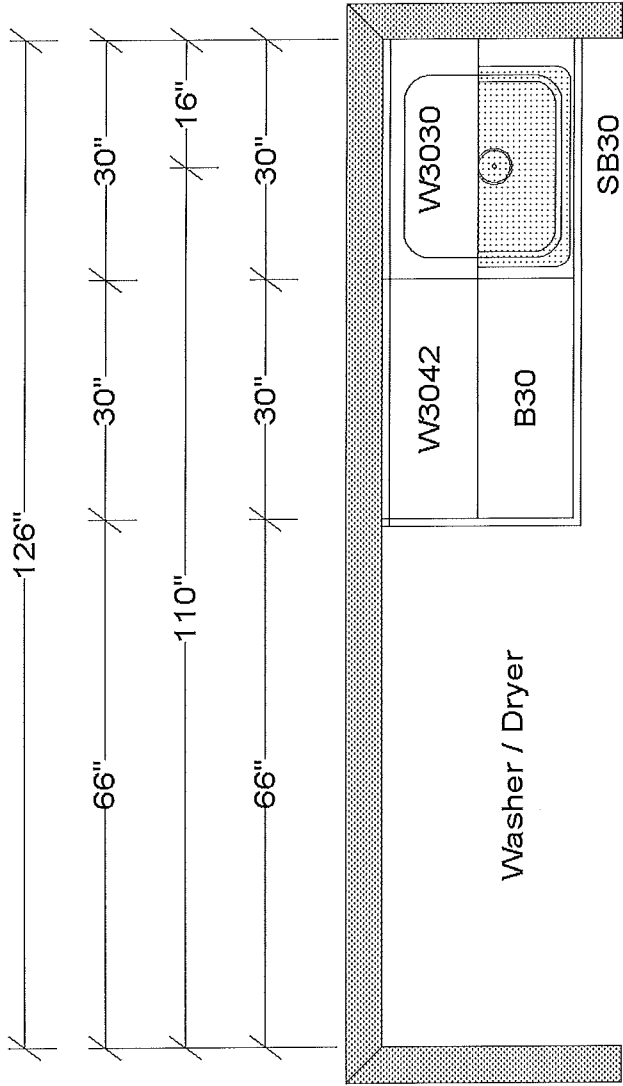
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3313 MARJORIO BLVD
MONTROVIA, CA 91764
561 794-6062


Designed: 9/4/2020
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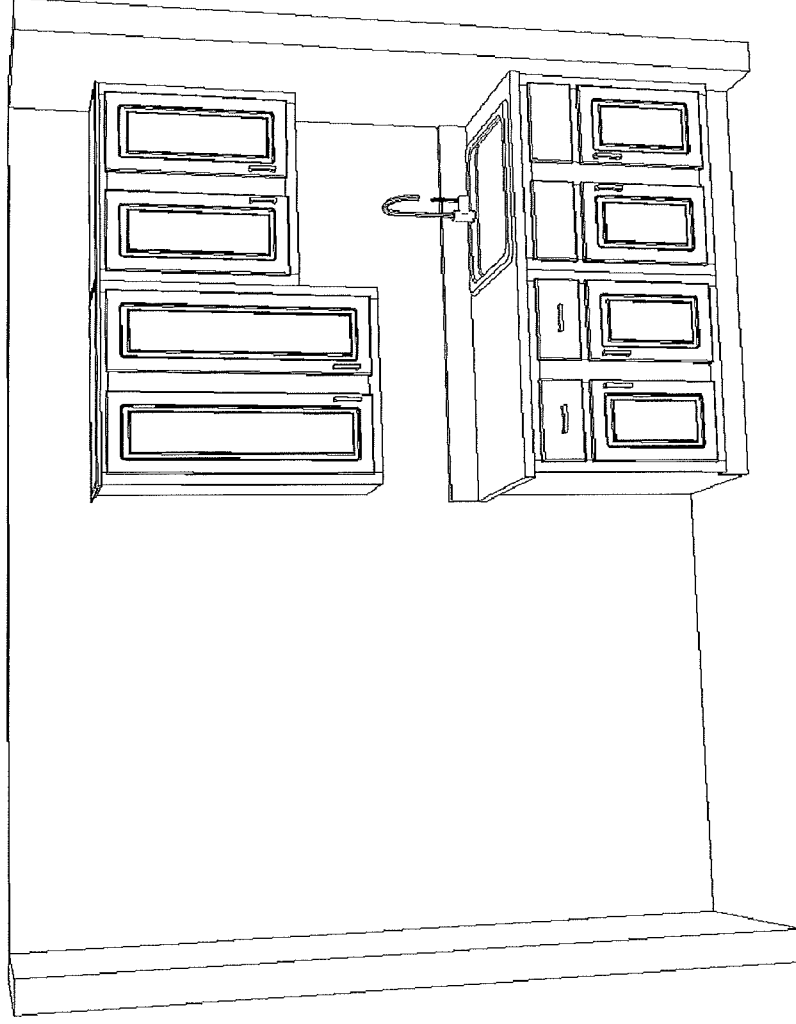
LAUNDRY ROOM



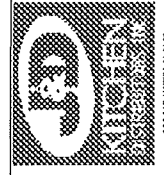
LEGACY SALEM DOOR STYLE
FINISH: WHITE

HDW = HR #3980-PC

All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.		This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 9/4/2020
			Printed: 9/9/2020
6304 Marjory Laundry Room	All	Drawing #: 1	Scale : 0 1/2" 1'

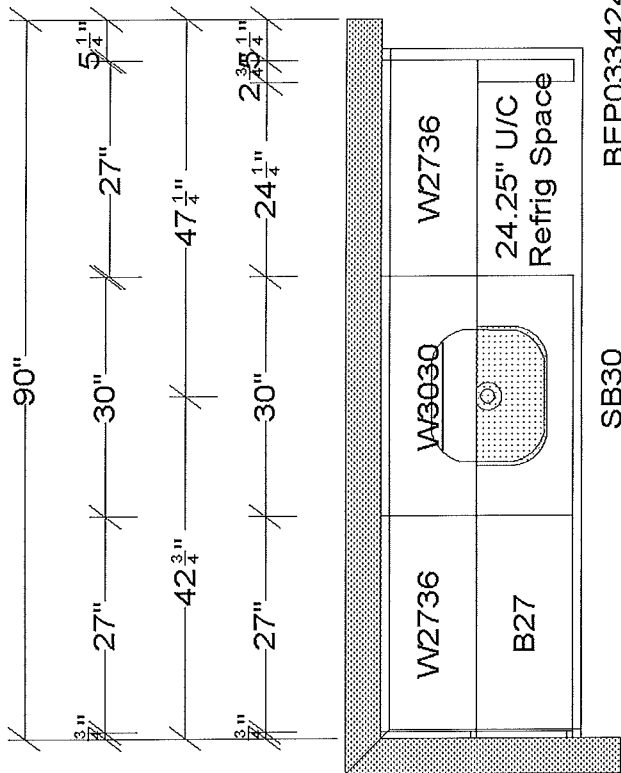


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Designed: 9/4/2020
Printed: 9/9/2020


BASEMENT WET BAR

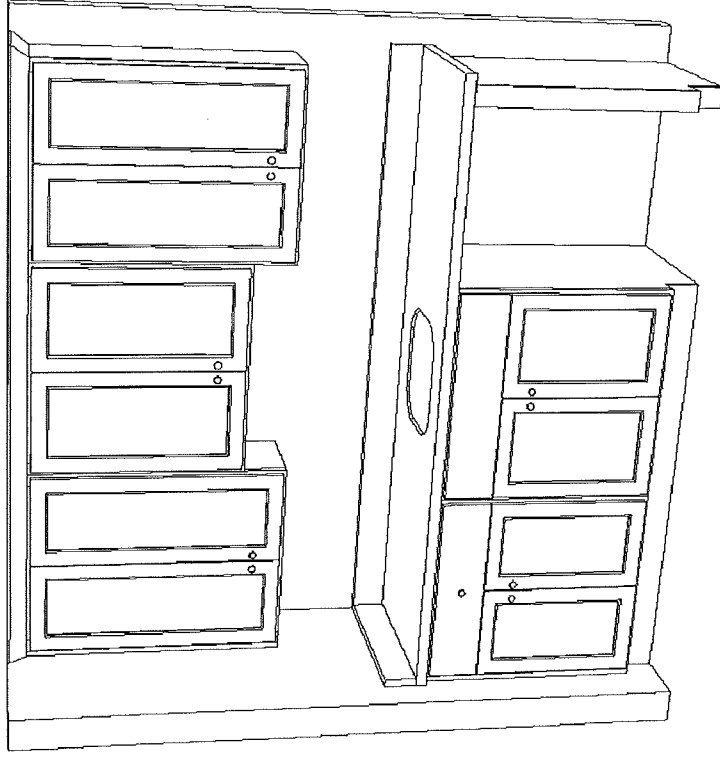


Base & Wall Fillers
Cut To 3/4"

LEGACY OXFORD / MAPLE
FINISH: ASH

HDW = HR #154-SS

All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.	 J&M 152 OLD BRITCHILL RD. LAKEVIEW, ONT. M8H 1B4 TEL: 755-8284	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 9/4/2020
			Printed: 9/9/2020
6304 Marjory Basement Wet Bar	All	Drawing #: 1	Scale : 0 1/2" 1'



Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.



Designed: 9/4/2020
Printed: 9/9/2020



Inclusions/Exclusions Disclosure and Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 6304 Marjory Lane, Bethesda, MD 20817-5804

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, 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 is noted in the blank.

KITCHEN APPLIANCES

- ☐ Stove/Range
- ☒ Cooktop
- ☒ 2 Wall Oven
- ☒ Microwave
- ☒ Refrigerator
- ☒ w/ Ice Maker
- ☒ 2 Wine 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
- ☒ Garage Door Remote/Fob
- ☐ Back-up Generator
- ☒ Radon Remediation System - *PASIVE*
- ☐ 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, 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. Eischman* 12/7/20
 Seller ASP 6304 Marjory Lane, LLC. Date _____ Seller _____ Date _____

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

The Contract of Sale dated _____ between Seller ASP 6304 Marjory Lane, LLC. and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____
 ASP 6304 Marjory Lane, LLC.

Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____

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Previous editions of this form should be destroyed.



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 6304 Marjory Lane
 City Bethesda, State MD Zip 20817-5804 between
 Seller ASP 6304 Marjory Lane, 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 websites 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:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. 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.
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.
4. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <http://www.montgomerycountymd.gov/green/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 and both Seller and Buyer MUST receive a copy of the radon test results. 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.

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

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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.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

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.

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:

- A. **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.
- B. **Well and Septic Locations:** Contact the Department of Permitting Services "DPS", Well and Septic, or visit <http://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.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 maybe 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.
- C. **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit waterworks@montgomerycountymd.gov.

- A. **Water: Is the Property connected to public water?** ☒ Yes ☐ No
If no, has it been approved for connection to public water? ☐ Yes ☐ No ☐ Do not know
If not connected, the source of potable water, if any, for the Property is: _____
- B. **Sewer: Is the Property connected to public sewer system?** ☒ Yes ☐ No
If no, answer the following questions:
 - 1 Has it been approved for connection to public sewer? ☐ Yes ☐ No ☐ Do not know
 - 2. Has an individual sewage disposal system been constructed on Property? ☐ Yes ☐ No
Has one been approved for construction? ☐ Yes ☐ No
Has one been disapproved for construction ☐ Yes ☐ No ☐ Do not know
If no, explain: _____
- 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) _____.
- 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):

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 charged 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. \$600/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) 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.

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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.

- 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.

_____/_____
Buyer's 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 <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607> . Seller shall choose one of the following:

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- ☐ **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 https://www2.montgomerycountymd.gov/estimatedtax/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 Proposed Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/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: _____.

14. RECORDED SUBDIVISION PLAT:

Plats are available at the [MNCPPC](http://www.mncppc.org) 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.shtm or at www.plats.net. Buyers shall check **ONE** of the following:

- ☒ 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.

_____/_____
Buyer's Initials

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.shm 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.shm>, 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.

- A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
- 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.

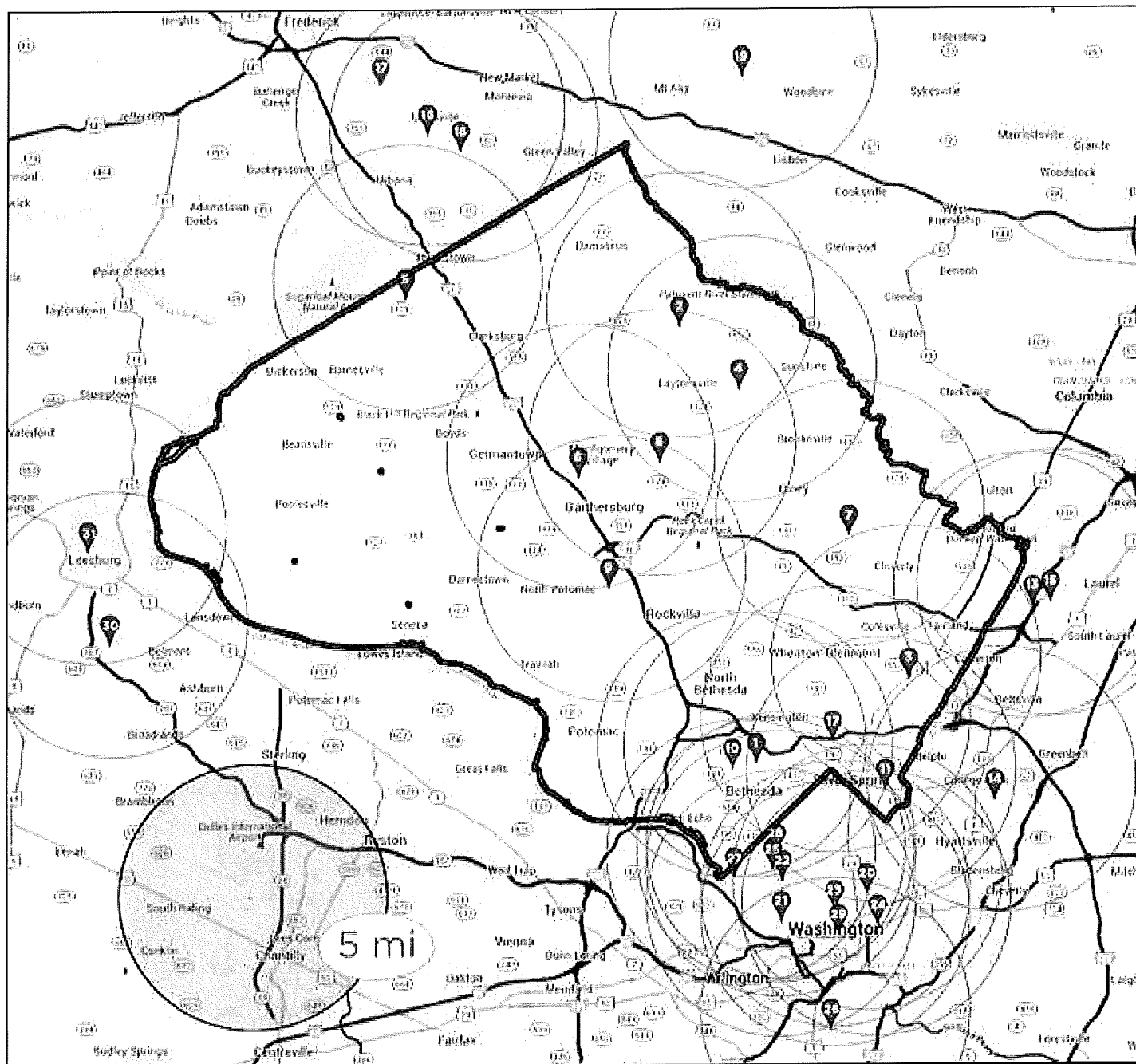
B. **Forest Conservation Easements:** Seller represents and warrants that the Property ☐ is ☒ is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection 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 8/1/2018. 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, 7915 Montrose Road, Rockville, MD 20854
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

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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, 9701C. 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. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032
- 22. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- 23. Washington Hospital Center, 110 Irving Street, NW, 20010
- 24. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007

- 25. Metropolitan Police, Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist.3, 1620 V Street, NW, 20007
- 27. Metropolitan Police, Dist.5, 1805 Bladensburg Road, NE, 20002
- 28. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- 29. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 30. Police Harbor Patrol Branch, Water St, SW, 20024
- 31. Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. Former Washington Post Building, 1150 15th Street, NW, 20017

VIRGINIA

- 33. Ronald Reagan Washington National Airport, Arlington County 20001
- 34. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- 35. Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- 36. Dulles International Airport, 1 Saarinen Cir, Dulles, VA 20166

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://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>

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:  12/6/20
Seller Date
ASP 6304 Marjory Lane, LLC.

By: Fred L. Eisenhart
Authorized Signer

Buyer Date

Seller Date

Buyer Date

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**Real Property Estimated Tax
and Other Non-tax Charges**
a new owner will pay
in the first full fiscal year of ownership

ACCOUNT NUMBER:

00625028

PROPERTY:**OWNER NAME**

ASP 6304 MARJORY LANE LLC

ADDRESS6304 MARJORY LN
BETHESDA, MD 20817-5804**TAX CLASS**

38

REFUSE INFORefuse Area: R
Refuse Unit:**TAX INFORMATION:**

TAX DESCRIPTION	FY21 PHASE-IN VALUE ₁	FY20 RATE ₂	ESTIMATED FY21 TAX/CHARGE
STATE PROPERTY TAX	701,167	.1120	\$785.31
COUNTY PROPERTY TAX ₃	701,167	.9912	\$6,949.97
SOLID WASTE CHARGE ₄		446.3200	\$446.32
WATER QUALITY PROTECT CHG (SF ₄			\$107.6
ESTIMATED TOTAL ₆			\$8,289.2

*NOTE: TAX ESTIMATE DOES NOT REFLECT
THE CONSTRUCTION OF THE NEW HOUSE
OR THE WSSG DEFERED FEE IN #9 OF
THE REA.*

The following footnote references apply only if the table above has a foot number reference.

1. Phase in value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>, Real Property Data Search. The phase in value is for the next fiscal year, if available, otherwise the phase in value is for current fiscal year.
2. Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance: <https://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
5. This property is located in an **existing** development district. Each year a special development district assessment must be paid. Effective every July 1st, the rate will change based on changes in the property assessment and debt service requirements. More information is available in the FAQ section of this website.
6. You must update the estimate for the property taxes and other non-tax charges
 - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
 - b. In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.
7. This property is located in a **proposed** development district. At some date in the future, development district taxes may be levied to pay debt service on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional tax may be levied in the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is available in the FAQ section of this website.
8. The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.
9. This is a one time charge assessed against this property and is not an annual fee. It should be paid before the property is sold and will remain due until paid.

2082020640054495300000000000000000000000



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: 6304 Marjory Lane, Bethesda, MD 20817-5804

☐ 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)

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her

(G) _____ 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: Jeremy Lichtenstein 12/6/20
Seller Date
ASP 6304 Marjory Lane, LLC.

Buyer Date

Seller Date

Buyer Date

Agent for Seller, if any Date
Jeremy Lichtenstein

Agent for Buyer, if any Date

GCAAR # 907A: Federal Lead
Paint Sales Disclosure -MC &
DC

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2/2016



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 sellers.

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 and you have not signed a Brokerage Agreement, that agent represents 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 brokerage 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 brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented 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

Signature By: [Signature] (Date) 12/6/20
ASP 6304 Marjory Lane, LLC.

Signature _____ (Date) _____

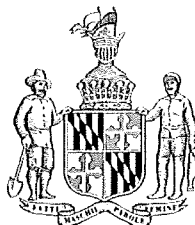
I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

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 terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented 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

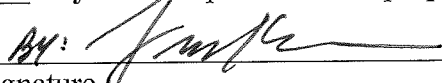
act as a Dual Agent for me as the

(Firm Name)

6304 Marjory Lane

X **Seller** in the sale of the property at: **Bethesda, MD 20817-5804**

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

Signature  Date 12/6/20

Signature

Date

ASP 6304 Marjory Lane, LLC.

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

6304 Marjory Lane, Bethesda, MD 20817-5804

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 6304 Marjory Lane, LLC.