



# **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	9405 Singleton Drive			
City			Bethesda		, State	MD	Zip	20817-2526	
Lot:	9	9	Block/Square:	2	Subdivision:		Hendry Estate	\$	
between Seller		er _			Douglas Cons	struction Group, 1	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. <u>RESALE PROVISIONS DELETED</u>: All provisions in the attached contract regarding property condition, termite repairs, access to the property, possession, and settlement date are hereby deleted.

### 2. <u>CONSTRUCTION</u>:

- 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. <u>STANDARD SELECTIONS AND OPTION EXTRAS</u>: 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 \_\_\_\_\_3 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. <u>One Hundred</u> percent (<u>100</u>%) 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.
- 4. <u>DEPOSIT:</u> (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. <u>SETTLEMENT AND CONTRACT PERFORMANCE DATES</u>: The Seller provides the following estimated settlement and/or performance dates:

A. Settlement date

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

C. Other date(s) \_\_\_\_\_ for performance of \_\_\_\_\_

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

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

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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. <u>WARRANTIES</u>: 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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9405 Singleton

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 apart hereof).

#### Washington, DC (only)

C. District of Columbia law does not require builders to provide any express written warranty. Seller 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. <u>ACCESS</u>: 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. <u>ORAL STATEMENTS</u>: 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:

$\square$	

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. <u>BUYER ACKNOWLEDGEMENT</u>: 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. <u>ATTACHMENTS</u>: The following Schedules are attached hereto and are made a part of this contract:

		New Home Warranty Disclosures and Warranty (as provided in Par. 9 hereof)
		Site Plan
		Floor Plan
		Standard Features
		Schedule A - Option Selections
		Schedule B - Specifications
		Other
		Other
-	пп	ODEDTV TAV ODEDITS FOD A COESSIDII ITV IMPDOVEMENTS. A real group of the second of

15. <u>PROPERTY TAX CREDITS FOR ACCESSIBILITY IMPROVEMENTS</u>: 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 \$				
Docusigned by: Douglas Monsuin	3/24/2022			
Selker (Sabs 4 Gensultant)	Date	Buyer	Date	
<b>Douglas Construction Group, LLC</b>	2.	-		

Buyer

Seller (Sales Consultant)

Date

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Date





# **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	9	, block	2	, subdivision	Hendry	Estates ,
located in				Montgomery		County, Maryland between
(Buyers)						and
(Sellers)				Douglas Construction	Group, 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	
DocuSigned by:		
Douglas Monsein		
Setter: 344 Builder	Purchaser Owner	_
<b>D</b> ouglas <b>C</b> onstruction Group, LLC.		
Seller Builder	Purchaser Owner	
3/24/2022		
Date	Date	
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GCAAR#1604 - New Home Disclosure Add - MC	Page 1 of 1 6/20	10
RE/MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814 Jeremy Lichtenstein Produced with zipForm® by zipLogip	Phone: (301) 347-4121 Fax: (301) 347-1623 9405 Single 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com	ton





Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

#### PROPERTY ADDRESS: 9405 Singleton Drive, Bethesda, MD 20817-2526

**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, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. 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	ELECTRONICS	RF	CCREATION
X Stove/Range	Security (	Cameras	Hot Tub/Spa, Equipment, & Cover
Cooktop	X Alarm Sy	stem	Pool Equipment & Cover
X   Wall Oven	Intercom		Sauna
Microwave	Satellite I	Dishes	Playground Equipment
Refrigerator	Video Do	orbell	
w/ Ice Maker		0	THER
Wine Refrigerator	LIVING AREAS		Storage Shed
Dishwasher		Screen/Door X	Garage Door Opener
Disposer	<b>X</b> Gas Log	X	Garage Door Remote/Fob
Separate Ice Maker	Ceiling Fa	ans	Back-up Generator
Separate Freezer	Window I	Fans	Radon Remediation System
Trash Compactor	Window	Treatments	Solar Panels (must include
			Solar Panel Seller
LAUNDRY	WATER/HVAC		Disclosure/Resale Addendum)
Washer	Water So	ftener/Conditioner	
Dryer		c Air Filter	
	<b>X</b> Furnace F	Iumidifier	
	Window	A/C Units	
and satellite contracts <b>DO NOT CON</b> <u>CERTIFICATION</u> : Seller certifies th	VEY unless disclosed here	:	contracts, security system and/or monitoring,
Docusigned by: Docalas Monsein Selfer: Douglas Construction Group,	LLC. Date	Seller	Date
			ed only after presentation to the Buyer)
The Contract of Sale dated		ler Douglas Construction	on Group, LLC.
	Buyer		
for the Pro	operty referenced above is l	hereby amended by the i	ncorporation of this Addendum.
Seller (sign only after Buyer)	Date	Buyer	Date
Douglas Construction Group, LLC.		-	
Seller (sign only after Buyer)	Date	Buyer	Date
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# **Regulations, Easements and Assessments (REA) Disclosure and Addendum**

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

The Contract o	of Sale dated	, Address 9405 Singleton		ton Drive	n Drive		
City	Bethesda	, State	MD	Zip	20817-2526		between
Seller	Dou	glas Construction Group	o, LLC.				and
Buyer						is	hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract							

amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

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

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com •
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC), 2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site: https://montgomeryplanningboard.org
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. . Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201 Main Telephone Number: 410-767-1184. Website: sdat.dat.maryland.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: Brand 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/mcfrsinfo/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.
- MODERATELY-PRICED DWELLING UNIT: Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery 3 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 https://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 [ Vo. If yes, reason for exemption:

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#### DocuSign Envelope ID: D46BB4B8-EF69-4FB2-B5BA-48848A759952

#### **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 <a href="http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx">http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx</a>. For well and/or septic field locations, visit <a href="http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx">http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx</a>. For well and/or septic field locations, visit <a href="http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx">http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx</a>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. <u>Categories:</u> To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit <u>waterworks@montgomerycountymd.gov</u>.

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.

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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. <u>CITY OF TAKOMA PARK</u>: 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. <u>HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS</u>: 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, attached) and/or [] Other (ie: Homeowners Association/Civic Association WITHOUT dues):
  - **<u>UNDERGROUND STORAGE TANK</u>**: For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit <u>www.mde.state.md.us</u> **Does the Property contain an UNUSED underground storage tank? [] Yes [] No [ Unknown.** If yes, explain when, where and how it was abandoned:

N/A

#### 9. DEFERRED WATER AND SEWER ASSESSMENT:

A. <u>Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction</u>:

✤ for 23 years

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills? [ ] No

If yes, **EITHER** [ $\checkmark$ ] the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of **Approx. \$600 a year**, **OR** [] Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, **OR** [] allocal jurisdiction has adopted a plan to benefit the Property in the future.

#### B. <u>Private Utility Company</u>:

8.

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  $[\checkmark]$  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 s\_\_\_\_\_\_ (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 montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ or

<u>montgomerycountymd.gov/water/streams/spa.html</u> for explanations 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: <u>MaryJo.Kishter@montgomeryplanning.org</u>, or call 301-495-4701.

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 <u>"Frequently Asked Questions"</u> section located at <u>https://www.montgomerycountymd.gov/finance/taxes/faqs.html</u> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <u>https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx</u> this provides tax information from the State of Maryland.
  - A. <u>Current Tax Bill</u>: 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 <u>https://apps.montgomerycountymd.gov/realpropertytax/</u>.
  - 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. <u>DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT</u>:

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. FAQs regarding Development Districts can be viewed at <a href="https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607">https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607</a>. Seller shall choose one of the following:

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[ ] <u>The Property is located in an EXISTING Development District:</u> 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 <u>each</u> year. A map reflecting Existing Development Districts can be obtained at <u>https://www2.montgomerycountymd.gov/estimatedtax/map/Existing\_DevDistricts.pdf/</u>.

#### OR

[ ] <u>The Property is located in a PROPOSED Development District:</u> 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 <u>each year</u>. A map reflecting Proposed Development Districts can be obtained at <u>https://www2.montgomerycountymd.gov/estimatedtax/map/dev\_districts.pdf</u>.

#### 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. <u>Forest Conservation and Management Program</u> (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. <u>Agricultural Program</u>: 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 <u>https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx</u>.
- C. <u>Other Tax Benefit Programs</u>: Does the Seller have reduced property taxes from any government program?
   [ ] Yes [√] No. If yes, explain: \_\_\_\_\_\_

#### 14. <u>RECORDED SUBDIVISION PLAT</u>:

Plats are available at the <u>MNCPPC</u> 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 <u>http://www.montgomeryplanning.org/info/plat\_maps.shtm</u> or at <u>www.plats.net</u>. 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 Buver's Initials title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat. OR [ ] C. <u>Resale/Waived Receipt</u>: For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

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#### 15. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property [ ] is [] is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements 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 SDAT and Montgomery County Zoning Layer (MC Atlas).

#### 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 <u>https://mcatlas.org/FCE/</u> 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 <u>http://www.montgomeryplanning.org/historic/index.shtm</u>, 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 [

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. <u>Forest Conservation Easements</u>: 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. <u>AIRPORTS AND HELIPORTS</u>: 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: <a href="http://www.faa.gov/airports/airport\_safety/airportdata\_5010">http://www.faa.gov/airports/airport</a> safety/airportdata 5010.

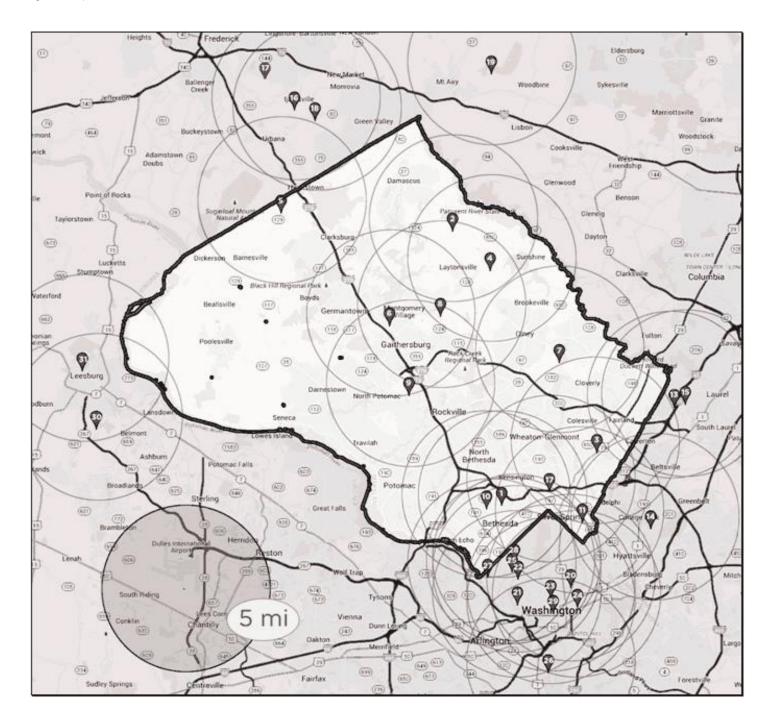
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#### MONTGOMERY COUNTY

- 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

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- Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
- **11. Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
- Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910
- **13.** Holy Cross Germantown, 19801 Observation Dr, Germantown, MD, 20876
- PRINCE GEORGE'S COUNTY
- 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
- Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

#### CARROLL COUNTY

Deau@inned hu

**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
- 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
- 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. <u>ENERGY EFFICIENCY DISCLOSURE NOTICE</u>: 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 <u>OR</u> 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.
- 22. <u>SCHOOL BOUNDARY NOTICE</u>: The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

/	Buyer's initials.
/	Duyer 5 initials.

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.

Douglas Monsein	3/24/2022		
SelleBD7EE8304043B	Date	Buyer	Date
Douglas Construction Group, LLC.			
Seller	Date	Buyer	Date
ඳා	022 The Greater Canital Area /	Association of REALTORS®, Inc.	
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9405 Singleton Dr, Bethesda, MD 20817-2526

Agent 360 Unincorporated





#### Summary Information

Summary Informa					
Owner: Owner Address: Owner City State: Owner Zip+4: Owner Occupied: Company Owner: Owner Carrier Rt:	Douglas Construct 9405 Singleton Dr Bethesda MD 20817-20817 Yes DOUGLAS CONST C006		Property Class: Annual Tax: Record Date: Sale Amount: Book: Page: Tax Record Update	Residential \$7,500 08/04/21 \$750,000 63663 32 ed: 03/18/22	
Geographic Inform	nation				
County: Municipality: High Sch Dist: Tax ID: Tax Map: Tax ID Alt: Block: Tax Act Num: City Council Dist:	Montgomery, MD Unincorporated Montgomery Cour 160700688116 GP61 0700688116 2 00688116 07	ity Public Schools	Lot: Qual Code: Sub District: Legal Subdivision:	9 Average 0 HENDRY EST	ATES
Assessment & Tax	Information				
Tax Year: County Tax (Est): Asmt As Of:	2022 \$6,908 2022	Annual Tax (Est): Taxable Land Asmt: Taxable Bldg Asmt: State/County Tax:		Taxable Total Asm Special Tax: Refuse Fee: Class Code:	nt: \$646,667 \$114 \$478 38
Lot Characteristic	s				
		Sq Ft: Acres:	7,475 0.1720	Zoning: Zoning Desc:	R60 Residential, One- Family
Building Characte	ristics				
Total SQFT: Residential Type: Residential Design: Stories: Total Units: Abv Grd Fin SQFT: Below Grade Unfin SQFT: Model: Part Baths: Fireplace Total: Porch/Deck: Patio Deck Type: Porch Type: Cooling: Bldg Condition:	2,180 Standard Unit 1 Story 1.00 1 1,090 1,090 Standard Unit 1 Porch Deck 1 Story Open Combined System Average	Patio/Deck SQFT: Heat Delivery: Property Class Code:	1 1.5 Brick 1 Shingle - Composite Yes 1 Story Frame 178 144 Hot/Warm Air R	Basement Type: Sewer: Year Built: Total Below Grade SQFT:	
Sec 1 Construction: Sec 1 Description:		Sec 1 Area: Sec 1 Dimensions:		Sec 1 Story Type: Sec 1 Type:	1

Sec 2 Construction:Sec 2 Area:144Sec 2 Story Type:Sec 2 Description:DeckSec 2 Dimensions:Sec 2 Type:Sec 3 Construction:Sec 3 Area:1090Sec 3 Story Type:1B	
Sec 3 Description: 1 Story with Sec 3 Dimensions: Sec 3 Type:	ſ
Basement	
Sec 4 Construction:Sec 4 Area:162Sec 4 Story Type:1	
Sec 4 Description: 1 Story Open PorchSec 4 Dimensions: Sec 4 Type:	

# Codes & Descriptions

Land Use: County Legal Desc:	R Residential HENDRY ESTATES	Use Type:	1 Story With Basement	
MLS History				
MLS Number	Category	Status	Status Date	Price
MDMC102536	RESL	Closed	01/01/19	\$2,395

Year	C	County	Annual Tax An Municipal	School		Annual
2022	\$	6,908				\$7,500
2021	\$	6,908				\$7,500
2020	\$	6,669				\$7,189
2019	\$	6,669				\$7,189
2018	\$	56,560				\$7,050
2017						\$6,829
			Annual Assess	sment		
Year	Land	Building	Ttl Taxable	Total Land	Total Bldg	Total Asm
2022	\$538,100	\$148,700	\$646,667			
2021	\$512,500	\$114,100	\$626,600			
2020	\$488,100	\$105,800	\$615,700			
2019	\$488,100	\$105,800	\$593,900			
2018	\$488,100	\$105,800	\$593,900			
2017	\$424,400	\$108,300	\$573,500			
2016	\$424,400	\$108,300	\$553,100			
2015	\$424,400	\$108,300	\$532,700			
Record Date:	08/04/2021	Book:	63663			
Settle Date:		Page:	32			
Sales Amt:	\$750,000	Doc Nu	m:			
Sale Remark						
Owner Name	s: Douglas Const	truction Group L	lc			
						_
	Date: 08/04/20			AGLE BK EAGLE BK		
Mort Date	- / /		Term: C	)		
Mort Amt	1 - 7 7 -	000	Due Date:			
Remarks:	Conv					
Record Date:	12/04/2017	Book:	55315			
Settle Date:	, ,	Page:	442			
Sales Amt:		Doc Nu	m:			
	S:					
Sale Remark						
Sale Remark	S: TAMMY MARIE	ell 3rd & Marie	lammy			
Sale Remark Owner Name	S: TAMMY MARIE James T Mitch	ell 3rd & Marie				
Sale Remark Owner Name Record Date:	S: TAMMY MARIE James T Mitch	ell 3rd & Marie <sup>-</sup> Book:	0			
Sale Remark Owner Name Record Date: Settle Date:	S: TAMMY MARIE James T Mitch	ell 3rd & Marie <sup>®</sup> Book: Page:	0 0			
Sale Remark Owner Name Record Date:	S: TAMMY MARIE James T Mitch	ell 3rd & Marie <sup>-</sup> Book:	0 0			
Sale Remark Dwner Name Record Date: Settle Date: Sales Amt: Sale Remark	s: TAMMY MARIE James T Mitch 11/30/2010 s:	ell 3rd & Marie Book: Page: Doc Nu	0 0			
Sale Remark Dwner Name Record Date: Settle Date: Sales Amt: Sale Remark	s: TAMMY MARIE James T Mitch 11/30/2010	ell 3rd & Marie Book: Page: Doc Nu	0 0			
Sale Remark Owner Name Record Date: Settle Date: Sales Amt: Sale Remark Owner Name	s: TAMMY MARIE James T Mitch 11/30/2010 s: s: George Sigmo	ell 3rd & Marie <sup>-</sup> Book: Page: Doc Nu	0 0 m:			
Sale Remark Dwner Name Record Date: Settle Date: Sales Amt: Sale Remark	s: TAMMY MARIE James T Mitch 11/30/2010 s: s: George Sigmo	ell 3rd & Marie Book: Page: Doc Nu	0 0			

Settle Date:Page:Sales Amt:\$175,000Doc Num:Sale Remarks:Doc Num:

Record Date:	09/10/1953	Book:	0
Settle Date:		Page:	0
Sales Amt:		Doc Num:	
Sale Remarks:			
Owner Names:	Collins Eph		

#### 9405 Singleton Dr, Bethesda, MD 20817

#### **Property History**

Source	Category	Status	Date	Price	Owner
Public Records		Record Date	08/04/2021	\$750,000	Douglas Construction Group Llc
Public Records		Record Date	12/04/2017	\$	TAMMY MARIE James T Mitchell 3rd & Marie Tammy
Public Records		Record Date	11/30/2010	\$	George Sigmon
Public Records		Record Date	11/04/2002	\$175,000	George & Mitchell Sigmon
Public Records		Record Date	09/10/1953	\$	Collins Eph
<b>MLS History</b>	Details				

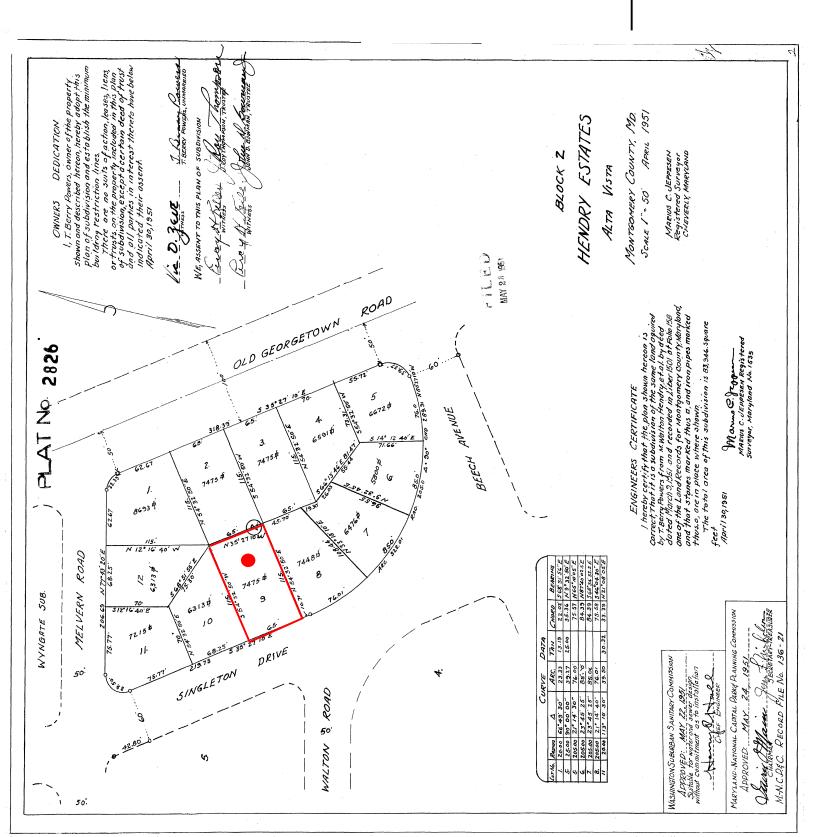
Listing Info		Change Type	Change Date	Price
MLS#:	MDMC102536	Final Closed Price	01/03/19	\$2,395
1 /1	Residential Lease	Closed	01/03/19	
DOM / CDOM:	53 / 53 <u>Menkis Real Estate</u>	Price Decrease	11/13/18	\$2,395
Listing Office.	Merikis Rear Estate	New Listing	11/12/18	\$2,750

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

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the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2022. Created: 03/24/2022 11:45 AM





MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 2826, MSA\_S1249\_10637. Date available 1951/05/28. Printed 03/24/2022.



#### 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 X Sellers/Landlord Buyers/T	Cenants acknowledge rec	eipt of a copy of this disclosure and	
that RE/MAX Realty Services	(fir	rm name)	
and Jeremy Lichtenstein	(sa	lesperson) are working as:	
(You may check more than one l	box but not more tha	n two)	
<b>X</b> seller/landlord's agent			
subagent of the Seller			
buyer's/tenant's agent			
Docusigned by: Douglas Monsun	3/24/2022		
Signatereo40438	(Date)	Signature	(Date)
Douglas Construction Group, LLC.			
* * * * * *	* * * * * * * * *	* * * * * * * * * * * * * * * *	* *

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)

Rev. 10/1/2019

P 2 of 2



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 <u>buyer</u> 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 <u>seller</u> has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the seller 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 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	<b>Realty Services</b>		act as a Dual Agent for me a	as the
	(Firm Name)			
	9405 Singleton	Drive		
<b>X</b> Seller in the sale of the property	ty at: Bethesda, MD	20817-2526		
<b>Buyer</b> in the purchase of a pro	perty listed for sale w	ith the above-ref	erenced broker.	
Douglas Monsein	3/24/2022			
Signatures	Date	Signature		Date
<b>Douglas Construction Group, LL</b>	<i>ν</i> <b>C.</b>			
<b>AFFIRMATION OF PRIOR</b>	R CONSENT TO I	DUAL AGEN	CY	
The undersigned Duyer (s) here	- · · ·	o dual agency to	r the following property:	
9405 Singleton Drive, Bethesda, M	MD 20817-2526			
Property Address				
Signature	Date	Signature		Date
# The undersigned <b>Seller(s</b> ) hereb	by affirm(s) consent to	dual agency for	the Buyer(s) identified below:	
Name(s) of Buyer(s)				
Signature	Date	Signature		Date
<b>Douglas Construction Group, LL</b>	. <b>C.</b>			
	2 of	2		
eff. (10/1/19)				

# DOUGLAS CONSTRUCTION GROUP, LLC CONSTRUCTION WARRANTY



8429 Fox Run, Potomac, MD 20854 Telephone: 301-983-6947 Fax: 301-983-5554

## Sample – final delivered at settlement

Issued to \_\_\_\_\_\_ (Purchasers), of Lot 9, Block 2, of the subdivision known as Hendry Estates, improved by premises known as:

9405 Singleton Drive, Bethesda, MD 20817

This is to certify that Douglas Construction Group, LLC, 8429 Fox Run, Potomac, MD 20854 (Builder) does hereby issue this Limited Warranty in connection with the construction of the house (Dwelling) on the above mentioned property and the same is accepted by the Purchaser, subject to the conditions herein set forth, this Limited Warranty being in addition to any other rights and privileges which the Purchaser may have under the warranties of the various manufacturers, equipment suppliers and subcontractors who have performed services in connection of the Dwelling and any rights under the State of Maryland and/or Montgomery County New Home Warranty Law.

# I. BUILDER HEREBY WARRANTS:

- That it will correct any major defects which significantly affect the load-bearing (a) functions of the Dwelling due to faulty construction and/or defective materials, excluding normal wear and tear, brought to its attention in writing during the period (Warranty Period) of five years from the date of possession or transfer or record title, whichever occurs first except as otherwise stated herein. It does not assume responsibility for any secondary damage (damage done to personal property or any other material or construction not originally installed by the Builder) caused by the defect and nothing herein contained shall be determined to make the Builder an insurer of the personal property of the Purchaser. No action taken, or omission of the Builder to correct defects shall act to extend the warranty period beyond the initial term of five years. This certificate is applicable only to the matters warranted herein and only if notice of those defects is received by the Builder in writing before the end of the Warranty Period. This warranty is issued to the original Purchaser only and is not transferrable without the written consent of the Builder.
- (b) The Roof and roof flashing are to be free from leaks for the warranty Period of One Year and will so maintain the roof except where such defects are caused by acts or circumstances beyond its control. This Limited Warranty is void in the event of the buyer or his agents utilize the roof for any activity or attach superstructure or appliances thereto.
- (c) The Plumbing System is to be in proper working order and free from

defective workmanship and materials for the Warranty Period of Two Years. Failures caused by negligence of the Purchaser or his agents to keep foreign materials out of the systems are excluded from this Limited Warranty. Failure of the Purchaser to maintain or drain sillcocks or cut off valves which causes damage to the plumbing system are not the responsibility of the Builder and are excluded from this Limited Warranty. Where applicable, well and septic systems are not included as part of this Limited Warranty, except for the defects in construction and installation of these systems, where Builder has built and installed them. Builder is relieved from all liability from any damage caused by acts of God (e.g., change in water tables).

- (d) The Heating System, in original finished room areas, has been installed in accordance with good heating practices and has been designed in accordance with standard heat-loss factors to maintain an average 70 degrees Fahrenheit temperature inside with an equivalent wind chill temperature of 0 degrees Fahrenheit outside. This two-year Limited Warranty does not include the systems or its parts which become defective through faulty operation, maintenance or alteration by the Purchaser or its agents, or by damaged caused by a power failure or inadequate line voltage.
- (e) The Air Conditioning System, in original finished room areas, has been installed in accordance with good air conditioning practices to maintain an average 78 degrees Fahrenheit temperature inside with a 95 degrees Fahrenheit outside at 24 hours continuous operation. This two-year Limited Warranty does not include the systems or its parts which become defective through faulty operation, maintenance or alteration by the Purchaser or its agents, or by damaged caused by a power failure or inadequate line voltage.
- (f) The Electrical System, excluding light bulbs, against defective workmanship and materials for the Warranty Period of One Year except for improper operation, use, or alteration caused by the Purchaser or his agents.
- (g) The basement against infiltration of free water due to penetration though walls or floor for the Warranty Period of One Year. This Limited Warranty does not cover condensation, backing up of sewers, flash floods, hurricanes, leaks through window wells, or welled exits which are not properly maintained. Where wet basement conditions covered by this Limited Warranty result from ineffective facilities for the disposal of surface or storm drainage water, the Builder is authorized to take such steps of corrective action may be considered desirable, including the installation of sump pumps. This Limited Warranty shall not apply if any person other than the Builder or his agents has made any openings or holes

of any kind in the basement walls or floors or has altered or disturbed the finished grade adjacent to the Dwelling, or elsewhere on the lot if the result is to change the drainage pattern of the ground adjacent to, or near, the Dwelling, nor shall it apply to dampness beyond the control of the Builder such as condensation. Failure to maintain any of the items above, including gutters and downspouts, property grade, areaways, window wells and other normal and customary maintenance items will cause moisture and water to infiltrate the home. Under such conditions, mold and mildew may proliferate. The Builder is relieved of all responsibility for mold and mildew after one year and whereby maintenance has not occurred.

- (H) That it assigns to the Purchaser, without recourse, the manufacturer warranties for all-mechanical, electrical and other equipment and appliances furnished with the Dwelling. Purchaser is solely responsible for pursuing its remedies under manufacturer warranties.
- (I) The front porch decking (pressure treated lumber, Trex, flagstone) to be free from defective workmanship and materials for the Warranty Period of One Year. This warranty shall include any excessive material cupping as well as paint bleed thru as determined after a one-year review by Douglas Construction Group, LLC. and Homeowner.

## II. BUILDER WILL NOT BE RESPONSIBLE FOR:

- (A) Cracks or surface damage and discoloration in concrete porches, patios, foundations, walks and drives which can develop minor cracks and surface damage and discoloration due to expansion or contraction of concrete or the soil on which it is laid. There is no known method for eliminating this condition. Salt applied for de-icing and snow melting will damage and discolor concrete.
- (B) Mortar-cracks which can develop in bonding bricks together. This is a normal condition due to the shrinkage in either the mortar or the brick and this will not affect the structural strength of the Dwelling.
- (C) Changes of the grading of the ground by anyone other than the Builder or his employees, agents or subcontractors.
- (D) Cracks in Sheetrock, paneling, molding and wood which can appear during the normal drying out process of the Dwelling.
- (E) Minor cracking or loss of grouting between tiles or between tile and other material.
- (F) Minor openings of joints in resilient flooring, vinyl, rubber tile, etc.
- (G) Floor squeaks. Extensive research concludes that much has been accomplished in avoiding floor squeaks, but complete avoidance is almost impossible. Generally, these will appear and disappear with changes in humidity.

- (H) Variations, minor shrinkage or warpage in stained woods, wood cabinets, paneling, doors and trim. Separation of trim moldings from finished walls and shrinkage of caulking less than 1/4".
- (I) Paint. Color fastness under conditions of exposure to extreme sun and weather conditions cannot be maintained, although wood surfaces will still have protection of paint. Paint cracks may occur that are not attributable to the paint or its application. Variations cannot be controlled. Touch-up paint may vary slightly from the original color and does not warrant repainting the entire surface.
- (J) Chips, scratches or mars in tile, woodwork, walls, porcelain, bricks, mirrors, plumbing fixtures, minor scratches on Formica, glass, carpet stains or other patent defects not recognized at the time of the final walk-through prior to Settlement.
- (K) Sodding, seeding, shrubs, trees and planting. These are to be inspected by the Purchaser prior to possession. Unless otherwise noted in writing at that time, these items for the purpose of this Limited Warranty are considered to be in good condition are not included in the Limited Warranty. Care and maintenance of these items becomes the responsibility of the Purchaser at the time of possession.
- (L) Insect damage or infestation after Settlement.
- (M) Defects in mechanical, electrical and other equipment and appliances which are covered by manufacturers' warranties.
- (N) All other conditions which customarily are regarded as normal maintenance responsibilities or as acceptable construction variations.
- (O) Loss or damage from accidental causes beyond the fault and control of Builder including, but not limited to the following: Fire, explosion, smoke, water escape, windstorm, hail, lightening, flood, and falling trees.
- (P) Condensation on windows and doors. Condensation in basements.
- (Q) Owner provided Items.
- III. A number of materials, both manmade and nature created, will have color, texture, grain, finish, size, density, etc. variations both within the material itself and when compared with samples. These variations are both inherent and unavoidable. These materials include, but are not limited to, ceramic and quarry tile, marble, brick, mortar, all wood products, stone, paint, stain, pre-cast materials, grout, plumbing and appliance finishes,

plaster, synthetic trim materials, laminates, cultured marble, interior hardware, resilient flooring, concrete, asphalt, etc. Purchaser understands and accepts inevitable variations.

- IV. The provisions of this Limited Warranty shall not apply if there is any money owed by the Purchaser to the Builder, including extras, unless such money is covered by an executed escrow agreement.
- V. This Limited Warranty gives you specific legal rights, and you may also have other rights under the laws of the State of Maryland or Montgomery County.
- VI. In order for the Purchaser to obtain performance under this Limited Warranty, notice of a defect must be filed, in writing, with the Builder. Such notice must be mailed by first class mail: return-receipt requested, to the Builder at the address stated on this Limited Warranty and must be received before the expiration of the Warranty Period. If a defect occurs in an item which is covered by the Limited Warranty, the Builder will repair, replace, or pay the reasonable cost of repairing or replacing the defective items. The Builders total liability, under this Limited Warranty is limited to the purchase price of the Dwelling. The choice among repair, replacement or payment is the Builders.

In the event the Builder repairs or replaces, or pays the cost of repairing or replacing, any defect covered by the Limited Warranty for which the Purchaser is covered by other insurance, said Purchaser shall, upon request by the Builder, assign the proceeds of said insurance to the Builder to the extent of the cost of the Builder of such repair or replacement.

VII. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND GIVEN BY BUILDER IN CONNECTION WITH THE CONSTRUCTION OR SALE OF THE HOUSE AND RELATING TO THE QUALITY OR CONDITION OF ANY PART OF THE HOUSE, OF THE LOT, OR OF ANY EQUIPMENT, FIXTURE, APPLIANCE OR OTHER PROPERTY SUPPLIED WITH THE HOUSE EXCEPT AS PROVIDED HEREIN. ALL OTHER EXPRESS OR IMPLIED WARRANTIES PERTAINING TO THE DWELLING, ITS MATERIALS, EQUIPMENT, FIXTURES OR APPLIANCES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED BY THE BUILDER INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR HABITATION. IN NO EVENT SHALL BUILDER BE RESPONSIBLE TO PURCHASER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR DELAY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE BUILDERS ALLEGED FAILURE TO COMPLY WITH THE TERMS OF THIS LIMITED WARRANTY OR ANY OTHER WARRANTY WHETHER OR NOT EXCLUDED HEREIN. NO OFFICER, EMPLOYEE OR AGENT OF BUILDER IS AUTHORIZED TO GRANT ANY OTHER EXPRESS WARRANTY OR MODIFY THE PROVISIONS OF THIS LIMITED WARRANTY AT ANY TIME.

- VIII. All claims, disputes and other matters in question between the Builder and Purchaser concerning completion of the Dwelling, performance of any punch list or punch list item and any and all other items arising out of or relating to the Builders Limited Warranty, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Notice of the Demand for Arbitration shall be filed in writing with the other party to the Limited Warranty and with the Washington, D.C., office of the American Arbitration Association and shall be made within a reasonable time after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Purchaser agrees to make the Dwelling and any alleged defects available for inspection by the Builder and its representatives upon reasonable notice. This arbitration clause shall not apply to dispute involving items, which are a consumer products, within the meanings of the Magnuson-Moss Warranty Act. The decision of the arbitrator(s) shall be binding by any court of competent jurisdiction. This agreement to arbitrate shall be specifically enforceable under the laws of the State of Maryland.
- IX. This Limited Warranty is not transferable and is for the use and benefit of the original Purchaser, only during the occupancy of the premises within the Warranty Period.
- X. DCG cannot be responsible for any damage resulting from delinquency or delays in reporting

IN WITNESS WHEREOF, DOUGLAS CONSTRUCTION GROUP, LLC, has caused this Limited Warranty to be executed and the same has been accepted by the Purchaser as evidenced by their signature hereto on the \_\_\_\_\_ day of \_\_\_\_\_, 2022. The effective date of this Limited Warranty will be the date of possession or transfer of record title, whichever occurs first.

Douglas Monsun3/24/2022Douglas MonsunDateDouglas Construction Group, LLC

Date

BUYER

Date

# Specifications & Selection Sheet - 9405 Singleton Drive, Bethesda

Notes: Please take floor plans with you to all vendor appointments
 "N/A" designation under "Selection Available" indicates not available for selection
 Items available for selection or confirmation of intended selection are highlighted under
 "Selection Available"
 Discrepancies between brochure plans and these specifications, these specifications prevail
 Discrepancies between brochure plans & the actual framed home, the actual framed home prevails

#### Updated 05/10/22

Note - everything you have read about supply chain breeches and inventory shortages is true; for that reason, numerous selections are ordered many months in advance to avoid minor and major delays as possible; therefore, this may be characterized as a semi-custom build and as much as DCG would like to accommodate all design and finish requests, only those listed below & highlighted throughout will be available for selection or confirmation; photos are attached at the end, and are considered concept photos to best replicate, but not exact representations

	Binder		Selection
Description	Reference	Specifications	Available

		Basement, 1st & 2nd levels to be finished per plans; all rooms to be finished other than the storage / utility rooms; storage room to be drywalled with four (4) recess	
Plan Clarifications	General	lights (no trim / flooring)	n/a
	General	Basement ceiling height approximately 8'9"; 1st & 2nd floor approximately 9'	n/a

# ITEMS AVAILABLE FOR SELECTION:

		Wall colors (up to 6) were selected by DCG's Decorator, however there is time to	
Paint	0	reselect as desired; wall colors to be flat finish	

Hardwood Floors         Q         Stain color to be selected; DCG will provide stain options on the floor to select		
---	--	--

		Basement Bedroom & Bedrooms 2, 3, 4 - per budget of \$35 / sy for carpet, padding,	
Carpet	S	installation	
		Basement - per room schedule, below; budget at \$5 / sf for material only -	
Luxury Vinyl Tile	S	installation already factored into base pricing	

## ITEMS NOT AVAILABLE FOR SELECTION, AND / OR ALREADY ORDERED:



Lead Walk	n/a	Flagstone set in concrete sub base, PA Bluestone - front porch to driveway	n/a
Driveway	n/a	Double wide per county approved plan; concrete, brushed finish	n/a
Front Porch Decking	n/a	Flagstone set in concrete sub base, PA Bluestone; thickened border	

		Sod @ front, sides, rear; landscape per prescribed design (plantings / stone @	
Landscaping	Т	\$2,500	n/a

Foundation Walls	n/a	foundation solid poured concrete, brick pattern, not painted	n/a
Stone	n/a	natural stone @ porch skirt per plan, garage water table, PA bluestone; per plan	n/a
Concrete Slabs	n/a	utility, storage, garage - concrete	n/a
		interior & exterior drain tile; exterior w/gravel & fabric; epro ecobase bituminous	
<b>Foundation Prep</b>	n/a	waterproofing; termite pre-treatment of soils at foundation walls	n/a
<b>Columns - Front</b>			
Porch	n/a	12"columns, fiberglass, painted per plans	n/a
		Galvanized steel with print interior; concrete poured bottoms with drains connected	
Window Wells	n/a	to exterior drain tile	n/a

		Per plans, to include Trex or similar with Wolf white vinyl rail system and black	
		balustrades, stairs to grade in trex or similar based on topography points; ceiling	
		with painted wide "V" bead board; wired for ceiling fan and cable; fan installed per	
<b>Covered Porch</b>	n/a	electrical fixture selection	n/a

Front Porch Rails	n/a	wrought iron metal rails, black - if required by code	n/a
		·	

		Red Oak Treads, square edging, painted risers and stringers for all stairs, stained	
Stairs	Κ	treads	n/a
		LJ4101 newel posts with square caps, painted; 6084 oak rails, painted; 5060 square	
Rails	K	balustrades, painted	n/a
Stairs & Rail Stain			
/ Paint	n/a	color scheme - black rails and posts, high gloss; white balustrades	n/a

	Insulation	n/a	Walls - 1" closed cell sprayfoam with R-19 batt; R25.4 total insulation value	n/a
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n/a	Attic - blown in insulation where accessible, R-50; batt when not accessible	n/a
n/a	Air seal and Draft stop	n/a

		Base -1 x 8 with chamfered edge, paint grade, 1st floor & 2nd floor Family Area,	
Interior Trim	Ι	Hallway and Owner's Bedroom suite	n/a
	Ι	Base - 1 x 6 with chamfered edge, paint grade, basement & second floor	n/a
	Ι	Door & window casing - 1st floor, 2nd floor Hall, Family Area and Owner's suite; WM412 w/ SM-42 solid crown & SM-52, paint grade	n/a
	Ι	Door & window casing - basement, 2nd floor Bedrooms, Baths, Laundry - 3 1/4" WM-412, paint grade	n/a
	Ι	Closets - MDF cleats and shelves, metal white closet rods	n/a
	Ι	Crown - paint grade in foyer, 1st floor hall, DR, PR, 2nd floor hall, Owner's BR	n/a
	Ι	Family beams - wood trimmed, paint grade	n/a
	Ι	Kitchen ceiling trimmed beams with painted bead board paneling, see photo	n/a
	Ι	Shoe Mould - finished to match hardwood floors	n/a
	Ι	Stairwell walls - shiplap, accent painted, per photo	n/a
	Ι	Mud - built in; shiplap, open cubbies, accent paint; per photo	n/a
	Ι	Porch ceilings - V-groove, paint grade	n/a
	I	FR fireplace wall - field built base cabinets, thickened floating shelves above paint grade, shiplap at FP wall, wood mantle, solid slab surround and hearth - per photo	n/a

Notes / Decisions outlets in base at first floor in all rooms

Exterior Trimn/aper plan - Miratec or similar; wood grainn/a
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Cabinets	В	Kitchen - per MKB plans dated 1/23/20; white perimeter / inkwell (svelte) island (lighting in glass cabinets)	n/a
	В	Butlers - per MKB plans dated 1/23/20; svelte	n/a
	В	Powder - per MKB plans dated 1/23/20; shadow texture	n/a
	В	Master Bath - per MKB plans dated 1/23/20; moonstone	n/a
	В	Bath #2 (guest) - per MKB plans dated 1/23/20; cloud	n/a
	В	Bath #3 (shared) - per MKB plans dated 1/23/20; avalanche	n/a
	В	Bath #4 (basement) - per MKB plans dated 1/23/20; evergreen	n/a
	В	Laundry - per MKB plans dated 1/23/20; white	n/a

	В	Medicine Cabinets - see below	n/a
	В	Basement Bar - per MKB plans dated 1/23/20; moonstone	n/a
Bath Tops	Ν	see countertops below	n/a
Butler's	Ν	see countertops below	n/a
Laundry Top	Ν	see countertops below	n/a
Basement Bar Top	Ν	see countertops below	n/a

D

		GAF Timberline 30 year dimensional asphalt shingles on main home & front porch,	
Shingle Roofing	F	shingle over ridge vent; color Charcoal	n/a

		James Hardie, 8" lap, select cedarmill, wood grain, and board-n-baton - all per plan,	
Siding	G	Color Plus, Arctic White	n/a

Gutters/Downspouts n/a K-style 6" gutters, 3 x 4 downspouts, color Black n/a
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Shutters	n/a	none per plan or style	n/a
		•	

		Garage - Bridgeport Steel with Intelicore, Premium Series Model BD1EU, windows,	
<b>Exterior Doors</b>	Е	black hardware, black door (or comparable based on availability)	n/a
	Е	Garage - 1/2 hp electric door opener, 2 transmitters & exterior keypad	n/a
		Front - Lemieux or comparable, 3080; 2 lite over 1 panel profile, hinge finish -	
	А	black; paint grade door & jamb; black gloss finish	n/a
		Breakfast - Marvin, double slider, 8080 full view, cladding black (or comparable	
	А	based on availability)	n/a
		Family room - Marvin, French swing; 8-0 full view; cladding black (or comparable	
	А	based on availability)	n/a
	А	Garage to mud - 2 panel, smooth finish, fire rated, hinge finish black	n/a

		2 panel square top, smooth finish, solid core with Black hinges; door stops as	
Interior Doors	J	required, PR series, shaker panels	n/a

Notes / Decisions coordinate cased opening, doors, ceiling details, trims



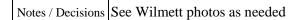
basement 7', 1st 8', 2nd 7'

glass doors at den & exercise - clear view no grilles

Windows         A         Marvin, black exterior, white interior, low E, Argon filled, SDL	n/a
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Door Hardware	n/a	Interior Knobs, Emtek / Baldwin - lever handles, square backsets, black finish	n/a
	n/a	Door stops - finish to match door knobs	n/a
	А	Front Door - Emtek Wilshire, black, per budget	n/a
	А	Breakfast - integrated from factory, Northfield, matte black	n/a
	А	FR Door - integrated from factory, Northfield, matte black	n/a
	А	Mud Door- Emtek lever handle, square backset, black finish	n/a
		Kitchen, Butlers, Owner's Bath, Baths 2, 3, 4 built ins, basement bar & Laundry	
Cabinet Hardware	Р	cabinet hardware - per Push Pull schedule	n/a

Ceramic Tile	М	Per Decorator's tile selections from Architessa Tile	n/a
	М	All shower walls to ceiling height	n/a
	М	Niches in all baths unless otherwise noted	n/a
	М	All bathrooms to have wood base	n/a
	М	Owner's bath - floors, grout	n/a
	М	Owner's bath - shower walls, floor, grout; solid slab stone at curb, seat, niche	n/a
	М	Owner's bath - tub surround, grout	n/a
	М	Bath #2 - floor, grout	n/a
	М	Bath #2 - shower walls and floor, grout	n/a
	М	Bath #3 - floor, grout	n/a
	М	Bath #3 - tub / shower walls, grout	n/a
	М	Bath #4 - floor, grout	n/a
	М	Bath #4 - tub / shower walls, grout	n/a
	М	Laundry - floor, grout	n/a
	М	Mud - floor, grout	n/a
	М	Kitchen backsplash - tile, grout	n/a
	М	Butler's backsplash - tile, grout	n/a
	М	Basement bar backsplash - tile, grout	n/a



		All countertops, bath tops and fireplace surround, per Decorator's selections from	
Countertops	n/a	Artelye	n/a
	Ν	Kitchen - undermount sink	n/a
	Ν	Butler's	n/a
	Ν	Laundry - undermount sink	n/a
	Ν	Basement bar	n/a
Bath Tops	Ν	Powder - undermount sink	n/a
	Ν	Owner's Bath - vanities with undermount sinks, shower seat, curb & niche	n/a
	Ν	Bath #2 - undermount sink; niches, if installed	n/a
	Ν	Bath #3 - undermount sink, niches, if installed	n/a
	Ν	Bath #4 - undermount sink, niches, if installed	n/a
Fireplace Surround	Ν	Solid slab	n/a

Notes / Decisions See Wilmett photos as needed

		4" (3 1/2" nominal) random length Red Oak, entire 1st and 2nd floor (family lounge,	
Hardwood Floors	Q	hallway, Owners suite) - stain tbd; wood registers on first floor	

Carpet	S	Basement Bedroom - per budget	
	S	Bedrooms 2, 3 & 4 - per budget	
Solid Vinyl Tile	S	Basement foyer, recreation, exercise - per budget	

Painting	0	Exterior Trim - 2 coats, rolled and/or brushed, not sprayed, Color - Arctic White	n/a
	0	Porch ceiling - color arctic white, semi gloss	n/a
	0	Front Door - high gloss black	n/a
	0	Ceiling - Brilliant White (BM color cross referenced with Sherwin Williams)	n/a
	0	Trim - semigloss, BM Super White	n/a
		Walls - flat, Sherwin Williams, color tbd; latex, prime and 2 finish coats, rolled, not	
	О	sprayed (6 total wall colors)	

Bath Accessories	D	All per Decorator's selections	n/a
	D	Owner's Bath - 2 towel bars, tp holder, 2 robe hooks; finish PC	n/a
	D	Bath #2 - towel bar, tp holder; finish PC	n/a
	D	Bath #3 - towel bar, tp holder; finish PC	n/a
	D	Bath #4 - towel bar, tp holder; finish PC	n/a
	D	Powder Room - towel bar, tp holder, finish matte black	n/a
Mirrors	n/a	Owner's - per MKB schematic	n/a
	n/a	PR - Framed mirror, tbd by Decorator	
		Owner's bath shower enclosure - frameless, "C" pull with towel bar handle & robe	
Shower Enclosures	R	hook; finish PC	n/a
	R	Guest bath shower enclosure Roto - frameless; finish PC	n/a

Ds

n/a n/a n/a n/a n/a n/a

Fireplace - FRLHeat & Glo 6000C - 1FT (or similar) with comfort controls gas fireplace	n/a
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Appliances	С	Refrigerator (Jenn Air), per ADU quote dated 2/10/22	n/a
	С	Range (Jenn Air), per ADU quote dated 2/10/22	n/a
	С	Wall Oven (Wolf), per ADU quote dated 2/10/22	n/a
	С	Microwave (Wolf), per ADU quote dated 2/10/22	n/a
	С	Dishwasher (KitchenAid), per ADU quote dated 2/10/22	n/a
	С	Cooktop Hood Insert (Best), per ADU quote dated 2/10/22	n/a
	С	Butlers Refrigerator (Azure), per ADU quote dated 2/10/22	n/a
	С	Basement bar, refrigerator (Azure), per ADU quote dated 2/10/22	n/a

Plumbing	D	Plumbing fixtures per Flow Rite schedule, dated 2/10/22
	D	Powder, sink - Kohler Verticyl, K-2882, undermount, rectangular, white
	D	Kitchen, sink - Anzzi Vanguard, stainless, or comparable
	D	Owner's sinks - Kohler Verticyl, K-2882, undermount, rectangular, white
	D	Bath #2, sink - Kohler Archer, undermount, rectangular, white
	D	Bath #3, sink - Kohler Archer, undermount, rectangular, white
	D	Bath #4, sink - Kohler Archer, undermount, rectangular, white

D	Laundry, sink - undermount, stainless	n/a
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Heating & A/C	n/a	Zone # 1 - basement & first floor, Bryant gas furnace, 92% and Bryant 14 SEER central air with power humidifier	n/a
	n/a	Zone # 2 - 2nd floor, Bryant gas furnace 92% efficiency and 14 SEER central air	n/a
	n/a	Honeywell Fresh Air Exchanger system @ zone #1	n/a

Sprinkler         n/a         White concealed heads as required by Fire Marshall - concealed         n/a
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Electrical	Н	All light fixtures per Decorator's selections - see schedule	n/a
	Н	400 amp service	n/a
	Н	decora duplex outlets and light switches, matte white devices, non paintable plates, tamper resistant	n/a
	Н	interconnected smoke & CO detectors per code - 1 in each bedroom, 1 per floor all hard-wired w/ battery back-up	n/a
	Н	GFI's per code including all fans or lights over shower/tubs/spas/sinks	n/a
	Н	Alarmed outlets at sump and ejector pump Recess lights, 6" and 4" recess fixtures with white baffle trims and BR30 LED lamps	n/a
	Н	or similar	n/a
	Н	All baths to have fans vented to outside, Tamlite 70 cfm or equal	n/a
	Н	Cable & Ethernet outlets in all bedrooms, kitchen, family, den, recreation and game room	n/a
	Н	Central gateway in basement for low voltage management	n/a
	Н	Attic to include a switched keyless fixture	n/a
	Н	Two (2) exterior duplex outlets with weather resistant covers	n/a
	Н	Door bell at front door - Nest or comparable rough in	n/a
	Н	Outlet for future active radon ventilation in attic if needed	n/a
	Н	Rough in for electric car outlet in garage	n/a
	Н	Living- four (4) recess lights, 4"	n/a
	Н	Dining - Four (4) recess lights, 4" & Chandelier per budget	n/a
	Н	Kitchen - six (6) recess lights, 6"	n/a
	Н	Kitchen and Butler - undercabinet lighting	n/a
	Н	Breakfast - Two (2) recess lights, 6"	n/a

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Н	Family - six (6) 4" recess lights; wired for ceiling fan (fan excluded), Chandelier	n/a
Н	Foyer / hall - surface mount & two (2) 4" recess lights	n/a
Н	Hall - four (4) 4" recess lights	n/a
Н	Powder - two (2) sconces, one (1) 4" recess; Broan 744nt fan	n/a
Н	Den - Four (4) recess lights, 4"	n/a
Н	Mud - two (2) recess lights, 6"	n/a
Н	Garage - 1/2 hp door openers with lights; two (2) 2'x4' florescent or LED fixture	n/a
Н	Covered Porch - four (4) recess lights, fan / light, TV and Ethernet rough-in	n/a
Н	Stairs - recess at each landing; two (2) 6" recess at 2nd floor high landing	n/a
Н	Owner's Bedroom - four (4) 6" recess lights; two (2) recess reading lights, switched separately; wired for ceiling fan (fan excluded); vestibule surface mount	n/a
Н	Owner's closets - recess lights as needed	n/a
Н	Bath #1 - three (3) 4" recess lights; fan/light for toilet & shower; vanity light @ sinks; Broan 744nt at toilet	n/a
Н	Bath #2 - fan/light combo at shower / toilet; vanity light @ sink	n/a
Н	Bath #3 - fan / light combo at toilet; vanity light @ sink	n/a
Н	Hallway - four (4) recess lights	n/a
Н	Laundry - two (2) 6" recess lights	n/a
Н	Bedroom #2 - four (4) 6" recess lights; ceiling fan rough-in; switched outlet; recess at closet	n/a
Н	Bedroom #3 - four (4) 6" recess lights; ceiling fan rough-in; switched outlet; recess at closet	n/a
Н	Bedroom #4 - four (4) 6" recess lights; ceiling fan rough-in; switched outlet; recess at closet	n/a
Н	Family lounge - four (4) recess lights, 4"	n/a
Н	Front Porch - four (4) recess lights	n/a
Н	Exterior Coach - family (1), garage (2)	n/a
Н	Exterior floods - two (2) lights @ rear yard; one (1) at garage / driveway	n/a
Н	Basement, utility - four (4) 6" recess	n/a
Н	Basement, utility - switched keyless	n/a
Н	Basement, bedroom - surface mount; ceiling fan rough-in; switched outlet	n/a
Н	Basement, recreation - ten (10) 6" recess lights on 2 separate light switches	n/a
Н	Basement, hall - three (3) 6" recess lights	n/a

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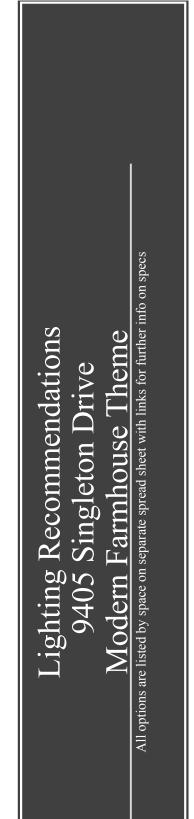
H Basement, bath - fan/light combo at tub/toilet; vanity light @ sink

Notes / Decisions	switch fan & lights separately
	outlets in base at first floor in all rooms

		Alarm System - hard wired; all windows and doors reachable from the ground to be	
Security System	n/a	contacted; key pad at mud room; motion detector at first floor	n/a

Budgets	General	Budgets - All professional discounts provided the builder are fully passed on to the Owner. Budgets include all applicable gross charges & credits & may include all freight, delivery, taxes, etc. Owners selections exceeding budgets or specifications will be charged the net difference plus 20% for processing, coordination,	
		implantation and warranty	n/a

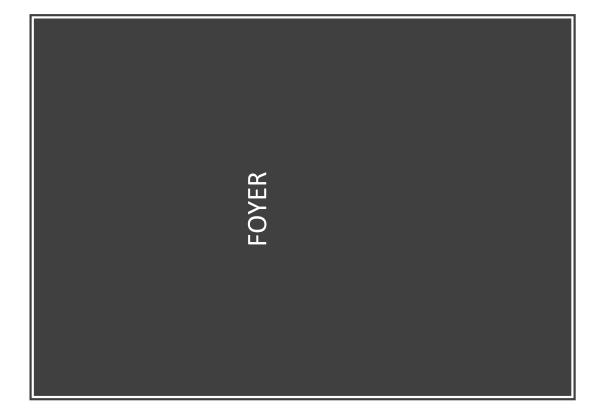
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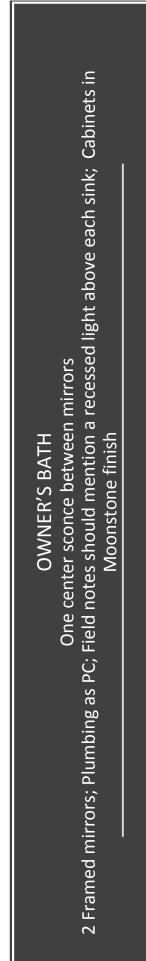












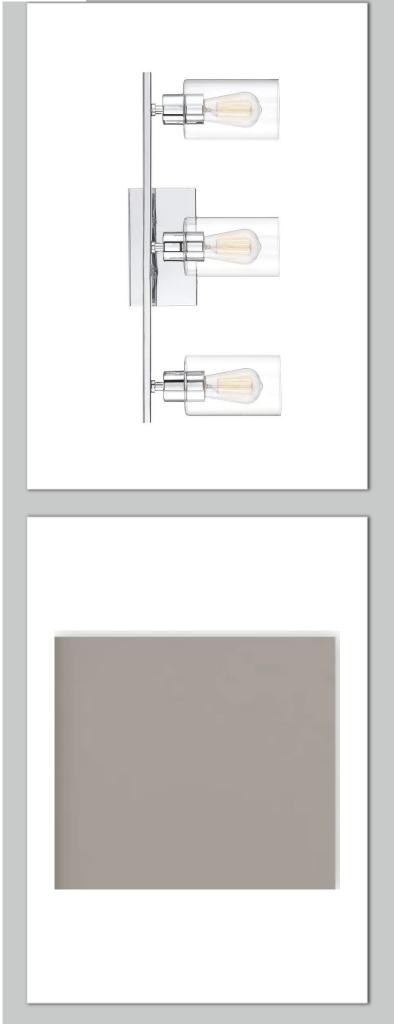




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## **Basement Bedroom Ceiling Fixture**



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