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# New Home Addendum

*(For use with GCAAR Sales Contract and MR Residential Contract of Sale)*

The Contract of Sale dated _____ Address 6217 Plainview Road
Unit # _____, City Bethesda, State MD Zip: 20817 between
Seller Douglas Construction Group, LLC and
Buyer _____ is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

**WHEREAS, the said Contract form is used primarily for resale transactions; and**
**WHEREAS, the Property is to be constructed, currently under construction, or newly completed; and**
**WHEREAS, if Seller is in the business of building and/or selling new dwellings, Seller's business address is disclosed herein:** 8429 Fox Run Potomac, MD 20854.

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

1. **RESALE PROVISIONS DELETED:** The following provisions are hereby deleted from the Contract: Paragraph 6 (Settlement); Paragraph 7 (Property Maintenance and Condition); Paragraph 8 (Access to Property); and Paragraph 12 (Wood-Destroying Insect Inspection).

2. **BUYER ACKNOWLEDGEMENT:** Buyer acknowledges that there are a number of legal issues/requirements a purchaser of newly constructed property should be aware of, including but not limited to: building/construction code, licensure requirements for builders and/or contractors, permitting processes and regulations, and applicable zoning restrictions and requirements. 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.

3. **UNSOLD UNIT AND PROMOTIONAL DISPLAYS:** In the event that Property is part of a new homes' subdivision and until such time as all of the dwelling units in subdivision are sold, Seller and/or Seller's representatives reserve the right to make use of unsold dwelling units, the common elements, street, and the main entrance of the subdivision 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 the 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 Sales Price unless otherwise expressly provided herein.

4. **DEPOSIT:** In the event Seller is holding the Deposit(s), Seller shall:

**Washington, DC (only)**

In accordance with DC Official Code §42-1904.09, deposit or hold the Deposit(s) in a separate interest-bearing account within a federally insured financial institution. Seller will also obtain and maintain a corporate surety bond or obtain and maintain an irrevocable letter of credit issued by a financial institution insured by the federal government.

**Maryland (only)**

In accordance with the provisions of Title 10 of the Real Property Article of the Annotated Code of Maryland:

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**A.** Deposit or hold the Deposit(s) in an escrow account segregated from all other Seller funds to assure the return of the Deposit to Buyer in the event Buyer becomes entitled to such return; or

**B.** Obtain and maintain a corporate surety bond in accordance with §10-302 and conditioned on the return of the Buyer's Deposit in the event Buyer becomes entitled to such return; or

**C.** Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in accordance with §10-303.

**5.** **CONSTRUCTION AND SETTLEMENT:** Seller shall contract and/or install all improvements in conformance with the drawings, specifications, options, and plans subject to the options and/or changes selected and paid for by Buyer, which are attached hereto and incorporated herein (collectively, the "Project").

Seller ☐ shall begin **OR** ☐ began construction of Project on or about _____. Project shall be substantially completed on or about _____ and Seller shall promptly Deliver Notice to Buyer that Project is substantially completed. Project shall be construed to have been substantially completed on the Date Property has passed final governmental inspection, if required, a certificate of occupancy and/or final inspection certificate has been issued, if required, and the Property is fit for habitation and functional for ordinary dwelling use. "Completion Date" is the Date on which Seller Delivers Notice to Buyer that Project is substantially completed.

**A.** **Settlement:** Seller and Buyer will perform in accordance with the terms of this Contract ("Settlement") on a mutually agreed date no later than fifteen (15) Days after Completion Date ("Settlement Date"). Buyer selects _____ _____ ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to place a title order.

**B.** Buyer acknowledges that delays caused by events beyond Seller's control such as work stoppages, weather, unavailability of labor and materials, Force Majeure, delays of municipal approvals and permits, and other unanticipated events are not included in calculating above time estimates. Such delays do not constitute Seller Default and Seller shall not be liable to Buyer for any damages whatsoever by reason of such delays.

**C.** If 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, Seller shall still have the right to Deliver Notice of Completion Date. Seller agrees that such uncompleted items shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to cooperate and shall give Seller and Seller's agents and contractors' adequate access to 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.

**D.** Notwithstanding the foregoing, if for any reason the Project is not substantially completed within 365 Days from the Date of Ratification, the Buyer in Buyer's sole discretion, may Deliver Notice at any time thereafter that Contract is Void. If Seller, in Seller's sole discretion, determines Project cannot be substantially completed within 365 Days from the Date of Ratification, due to matters beyond Seller's control as described in this paragraph, Seller shall have the right to declare this Contract null and void.

**6.** **SELLER RIGHT TO MAKE CHANGES:** Seller reserves the right to make such changes or substitutions in construction, materials and equipment, and to revise any plans, as Seller deems necessary due to the unavailability of certain materials or equipment, peculiar engineering, construction and/or permit inspection requirements, or topography of the premises. Any changes and/or substitutions made shall be in substantial conformance with the Project. Seller shall obtain Buyer's written approval for substitution of design finishes or materials (such as hardware, countertops, flooring, doors, specialized siding, and all windows) which are substantially similar in quality, duration, warranty, and appearance to any unavailable design finishes or materials specified in the plans for the Project, which approval shall not be unreasonably withheld, conditioned, or delayed by Buyer.

The location of driveways, walkways and patios, grading, planting and landscaping, including the disposition of existing trees and the control of waterflow, the inclusion or exclusion of retaining walls, septic fields, 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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7. **STANDARD SELECTIONS AND OPTION EXTRAS:** Buyer may select options and/or upgrades for the Project, provided, however, that:

**A.** Option selections and allowances must be submitted in writing and delivered within _____ Days from the Date Seller provides Notice to Buyer to select said options. Seller shall give Buyer Notice of costs of Buyer's selected options/upgrades as soon as practicable. Buyer shall have 5 Business Days after receipt of cost information to advise Seller in writing as to options desired. Buyer and Seller shall negotiate a mutually acceptable written addendum detailing the choice and cost of the options/upgrades ("Options Addendum"). Seller and Buyer may mutually agree to extend any timeframe needed to ratify the Options Addendum, however in the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete Project using Seller's standard selections.

**B.** Buyer shall deliver to Douglas Construction Group LLC the full cost of any agreed upon options/upgrades within 7 business days of receipt of invoice. Payment may be made by check, wire or ACH directly to Douglas Construction Group LLC. This payment and any future payments for options are nonrefundable. If payment is not made within 7 business days, and no alternate payment arrangement is made, the parties understand and agree that the options/upgrades will not be done.

**C.** Buyer is not permitted to select any standard option if Project has proceeded beyond the stage where the option is available in the normal course of Seller's standard construction practices.

**D.** Once Buyer has selected options and/or made decorating and color selections, no further alterations, changes, or additions shall be made in the Project, unless approved by Seller in writing and a nonrefundable change order fee of 25% is paid by Buyer to Seller.

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

**Washington, DC (only)**

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

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

**Montgomery County, Maryland (only)**

Montgomery County law requires new home builders or sellers to inform Buyer in writing whether any bond, insurance, or other financial security is responsible for or guarantees builder's performance under required warranty described herein and to provide proof of any such bond, insurance, or security to Buyer upon request.

**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 builder promises 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 |

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**B.** **Required Warranty:** 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.

**C.** **Exempt Localities**: The following localities have opted out of the Section 31C 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, and 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 for Exempt Localities:**

☐ 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 Form #1603 is 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 Form #1603A is attached hereto and made a part hereof).

☑ 3) Builder does NOT participate in a New Home Warranty Security Plan. (GCAAR Form #1604 is attached hereto and made a part hereof).

**9.** **ACCESS TO PROPERTY:** 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 PROPERTY DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT PROPERTY PRIOR TO SETTLEMENT DATE without the express written authorization of Seller and/or as provided for in the INSPECTIONS paragraph of this Addendum. Should Buyer enter Property at any time prior to Settlement Date, Buyer acknowledges that Buyer is doing so at Buyer's own risk and agrees to indemnify and hold Seller harmless from and against any and all claims for damage(s) to Buyer's person or property and to the person or property of Buyer's guests or invitees. Seller will provide Broker, inspectors representing Buyer, and representatives of lending institutions for appraisal purposes reasonable access to Property to comply with Contract.

**10.** **INSPECTIONS:** Montgomery County law guarantees Buyer the right to inspect Property not less than 24 hours, nor more than 72 hours before Settlement, unless the parties agree otherwise.

**A.** **Progress Inspections:** After each benchmark, defined below, Buyer and/or Buyer's representative shall have the right to conduct progress inspections of the Property. Seller shall Deliver Notice to Buyer of each benchmark no less than 5 Days in advance of completion of said benchmark. **(CHECK ALL THAT APPLY)**:

☐ After foundation cure and waterproofing but prior to backfilling.
☐ After rough-ins for electrical and plumbing and prior to close-in.
☐ Pre-Completion Date Walk-through Inspection
☐ Other:

Within 2 Days of progress inspection, Buyer shall Deliver Notice to Seller of any discrepancy with the plans for the Project. Seller shall provide Buyer with written assurance that discrepancy has been cured prior to Completion Date.

**B.** **Final Inspection:** Buyer and/or Buyer's representative shall have the right to make a final inspection within 3 Days prior to Settlement. Seller and/or Seller's authorized representative (collectively "Seller") may attend final inspection. Buyer and Seller shall make a written list of items not yet completed or not in compliance with construction standards per the quality and level of workmanship as is generally acceptable in the Washington DC Metropolitan area (the "Punchlist"). Seller shall execute the Punchlist, which shall serve as Buyer's assurance that Seller will complete all noted items as soon as may be reasonably practicable before Settlement.

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In the event that any such items are not completed prior to Settlement, Seller agrees to complete all remaining items on Punchlist in a reasonable timeframe following Settlement and as promptly as weather and workload permit and Buyer agrees to provide Seller access to Property to enable this work. Seller shall not be required to escrow any funds at the time of Settlement for Punchlist items. The provisions of this Paragraph shall survive Settlement.

11. **PROPERTY TAX CREDITS:** Real property tax credits may be available to Buyer for the cost of installing certain features in the Property. Such tax credits may include, but are not limited to, installation of energy-efficient options and/or accessibility features. Buyer is advised to research local codes for potential credits on improvements.

**Montgomery County, Maryland (only)**

Montgomery County Code § 52-106 – 107 defines the types of improvements for which tax credits are available to the Buyer for the cost of installing accessibility features and standards. These improvements may include, but are not limited to ramps, wider doorway openings, grab bars, and maneuvering space. The following improvements are available:

| Type of Improvement | General Cost Estimate |
|---|---|
| | |
| | |
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| | |

12. **ORAL STATEMENTS OR PROMISES:** 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 Broker/Licensee, 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:

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. **ATTACHMENTS:** The following are attached hereto and are made a part of this Contract:

- ☐ New Home Warranty Disclosures and Warranty (as provided in Paragraph 8)
- ☐ Site Plan
- ☐ Floor Plan
- ☐ Standard Features
- ☐ Schedule A – Specifications
- ☐ Schedule B – Options Addendum
- ☐ Other _____
- ☐ Other _____

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|---|---|---|---|
| Seller | Date | Buyer | Date |
| Seller | Date | Buyer | Date |

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# New Home Warranty Disclosure Addendum for Maryland

*(Required for use with Form #1602 when a builder does NOT participate in a new home warranty security plan)*

The Contract of Sale dated _____ Address 6217 Plainview Road
Unit # _____, City Bethesda, State MD Zip: 20817 between
Seller Douglas Construction Group, LLC and
Buyer _____ is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

**Builder DOES NOT PARTICIPATE in a new home warranty security plan. 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 of Sale:**

1. Builders of new homes in the State of Maryland are required to be registered with the Consumer Protection Division of the Office of the Attorney General.

2. Without a new home warranty or other express warranties, Buyer(s) may be afforded only certain limited implied warranties as are provided by law; and

3. The builder is making no representations or warranties as to whether there is any hazardous or regulated material on the site of the new home.

The Buyer has the right to change the Buyer's mind and to rescind this Contract. If Buyer decides to rescind, Buyer must notify the builder and/or Seller in writing, within five (5) working days from the Date of Ratification. Upon rescission, the owner shall be entitled to a refund of any money paid to the builder and/or Seller for the Property.

By signing this Addendum, the Buyer acknowledges that the builder does not participate in a new home warranty security plan and that the Buyer has read and understood the above disclosure.

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| Seller | Date | Buyer | Date |
| | | | |
| Seller | Date | Buyer | Date |

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# Inclusions/Exclusions Disclosure and/or Addendum

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

**PROPERTY ADDRESS:** 6217 Plainview Road, Bethesda, MD 20817

**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 shall be noted in the blank.

**KITCHEN APPLIANCES**
- ☑ ___ Stove/Range
- ☐ ___ Cooktop
- ☑ ___ Wall Oven
- ☑ ___ Microwave
- ☑ ___ Refrigerator
- ☑ ___ w/ Ice Maker
- ☑ ___ Wine Refrigerator
- ☑ ___ Dishwasher
- ☑ ___ Disposer
- ☐ ___ Separate Ice Maker
- ☐ ___ Separate Freezer
- ☐ ___ Trash Compactor

**LAUNDRY**
- ☐ ___ Washer
- ☐ ___ Dryer

**ELECTRONICS**
- ☐ ___ Security Cameras
- ☑ ___ Alarm System
- ☐ ___ Intercom
- ☐ ___ Satellite Dishes
- ☐ ___ Video Doorbell

**LIVING AREAS**
- ☐ ___ Fireplace Screen/Doors
- ☑ ___ Gas Logs
- ☐ ___ Ceiling Fans
- ☐ ___ Window Fans
- ☐ ___ Window Treatments

**WATER/HVAC**
- ☐ ___ Water Softener/Conditioner
- ☐ ___ Electronic Air Filter
- ☑ ___ Furnace Humidifier
- ☐ ___ Window AC Units

**RECREATION**
- ☐ ___ Hot Tub/Spa, Equipment & Cover
- ☐ ___ Pool Equipment & Cover
- ☐ ___ Sauna
- ☐ ___ Playground Equipment

**OTHER**
- ☐ ___ Storage Shed
- ☑ ___ Garage Door Opener
- ☑ ___ Garage Door Remote/Fob
- ☐ ___ Back-up Generator
- ☐ ___ Radon Remediation System
- ☐ ___ Solar Panels *(must include Solar Panel Seller Disclosure/Resale Addendum)*
- ☐ _____
- ☐ _____

**THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED:** _____

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

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

| Seller | Date | Seller | Date |
|---|---|---|---|
| Douglas Monsein (dotloop verified 05/20/25 11:42 AM EDT FYS1-IYIX-ACAX-V6ZG) | | | |

**ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** *(Completed only after presentation to the Buyer)*
The Contract of Sale dated _____ between Seller Douglas Construction Group, LLC and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

| Seller *(sign only after Buyer)* | Date | Buyer | Date |
|---|---|---|---|
| | | | |
| Seller *(sign only after Buyer)* | Date | Buyer | Date |
| | | | |

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# Jurisdictional Disclosure and Addendum for Montgomery County

*(Required for the Listing Agreement and for the GCAAR or Maryland REALTORS® Contract)*

Seller: Douglas Construction Group, LLC
Address: 6217 Plainview Road Unit #
City: Bethesda State: MD Zip: 20817

## PART I – SELLER DISCLOSURE:

The information contained in this Disclosure was completed by and is the representation of Seller. This Disclosure will become part of the Contract. The content in this form is not all-inclusive, and Paragraph headings are for convenience and reference only, and in no way define or limit the intent, rights or obligations of Parties. Web site addresses and other contact information may change and should not be relied upon for accuracy. 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: 301-495-4605. 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), 700 East Pratt Street, 2nd Floor, Suite 2700, Baltimore, MD, 21202
  Main Telephone Number: 410-767-1184. Website: https://dat.maryland.gov/realproperty/Pages/default.aspx

1. **DISCLOSURE/DISCLAIMER STATEMENT: Pursuant to Maryland Code, Real Property Article §10-702 (the "Act"),** Seller shall provide either a disclosure or disclaimer to Buyer using the Maryland Residential Disclosure and Disclaimer Statement unless exempt.

   Is Seller exempt from the requirements of the Act?

   ☑ **Yes** (Specify reason for exemption: New Construction )
   ☐ **No** (Maryland Residential Property Disclosure or Disclaimer Statement must be attached and provided to Buyer on or before entering into Contract).

2. **SMOKE DETECTORS: Pursuant to Maryland Code, Public Safety Article §9-104(d)(1),** ALL smoke alarms must be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed, tamper resistant units incorporating a silence/hush button and long-life batteries. **Pursuant to Montgomery County Code §22-96**, Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition**, Maryland Code, Real Property Article §10-706** requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.

3. **RADON DISCLOSURE**: **Pursuant to Montgomery County Code § 40-13C**, Seller of a "Single-family Home", unless exempt, is required to provide Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit Buyer to perform a radon test. Regardless, a radon test MUST be performed and both Seller and Buyer MUST receive a copy of the radon test results. For details: https://www.montgomerycountymd.gov/department-environmental-protection/property-care/air-quality-law/indoor-air-quality/radon-buying-building-home. A "Single-family Home" is defined as 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 cooperative housing corporation. **If Buyer elects not to or fails to perform a radon test, Seller is mandated to perform the test and provide the results to Buyer on or before Settlement Date**. **NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.**

   Exemptions:
   A. Property is NOT a "Single-family Home"
   B. Transfer is an intra-family transfer under **Maryland Code, Tax Property Article §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, or Town of Poolesville.

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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 results pursuant to **Montgomery County Code §40-13C** unless the Contract includes a radon contingency.

4. **CARBON MONOXIDE DETECTORS: Pursuant to Montgomery County Code §26-8A,** the owner of each occupied, single-unit, two-unit, and townhouse dwelling unit containing a fuel burning appliance or attached garage must have carbon monoxide detection and warning equipment. Carbon monoxide alarms or detectors must:

   1) be installed outside of each separate dwelling unit sleeping area and in the immediate vicinity of the bedrooms; and
   2) be on every occupiable level of a dwelling unit, including basements; and
   3) be located on the wall, ceiling or other location as specified in the manufacturer's published instructions that accompany the unit; and
   4) be installed and maintained under NFPA 720.

5. **UNDERGROUND STORAGE TANK ("UST"): Pursuant to Maryland Code, Real Property Article §10-702(e)(2)(vii),** information about USTs must be included in the Maryland Residential Property Disclosure and Disclaimer Statement. For information regarding USTs, visit: https://mde.maryland.gov/programs/land/OilControl/Pages/usthome.aspx

   Has Property ever contained a UST ? ☐ Yes ☐ No ☑ Unknown.
   If yes, is it still in operation: ☐ Yes ☐ No ☐ Unknown.
   If not in operation, explain when, where and how it was abandoned, closed or removed: _____

6. **MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program, any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements and registration may be obtained at: https://mde.maryland.gov/programs/land/leadpoisoningprevention/pages/index.aspx. If Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, the Maryland Lead Poisoning Prevention Program Disclosure form must be completed.

7. **PRIVATE WATER SUPPLY SYSTEM ("Well"):** Property is served by a Well. ☐ **YES** ☑ **NO** If yes, Private Water Supply System ("Well") Inspection Addendum shall be incorporated into Contract.

8. **ON-SITE SEWAGE DISPOSAL SYSTEM ("Septic"):** Property is served by Septic. ☐ **YES** ☒ **NO** If yes, GCAAR On-Site Sewage Disposal System ("Septic") Inspection Addendum shall be incorporated into Contract.

9. **DEFERRED WATER AND SEWER ASSESSMENT**

   A. **Washington Suburban Sanitary Commission ("WSSC") or Local Jurisdiction:**
   **Are there any potential Front Foot Benefit Charges ("FFBC") or deferred water and sewer charges for which Buyer may become liable which do not appear on the attached property tax bills?** ☑ **Yes** ☐ **No**
   If yes, **EITHER** ☐ Buyer agrees to assume the future obligations and pay future annual assessments in the amount of $_____, **OR** ☑ Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, **OR** ☐ a local jurisdiction has adopted a plan to benefit Property in the future. For WSSC FFBC information: https://my.wsscwater.com/FFBenefitCharges/benefits/charges/ffbenefitsCharges.faces

   B. **Private Utility Company:**
   Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? ☐ **Yes** ☑ **No**.

**NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES**
**Pursuant to Maryland Code, Real Property Article, §14-117(a)(5)**

**This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is $_____payable annually in _____ (month) until _____(date) to _____(name and address) (hereafter called "lienholder").**

**There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property and is not in any way a fee or assessment imposed by the county in which the Property is located.**

**Pursuant to Maryland Code, Real Property Article §14-117(b)(3),** if a Seller subject to the above 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, Seller shall be liable to Buyer for the full amount of any open lien or assessment not disclosed, unless Seller was never charged a fee or assessment.

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10. **AVAILABILITY OF WATER AND SEWER SERVICE: Pursuant to Montgomery County Code §40-10A,** Seller must disclose to Buyer whether Property is connected to a public water and sewer system and, if not, the source of potable water, information about an individual sewage disposal system and various additional water and sewer information as referenced below.

A. **Existing Water and Sewer Service:** For information on existing water and sewer service, review Seller's water bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.

B. **Well and Septic Locations:** For information on well and septic locations, contact the **Department of Permitting Services "DPS", Well and Septic**, or visit http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx. For well and/or septic field locations, visit: https://storymaps.arcgis.com/stories/67d050a06148483b987ba0d695a48bdf , 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.

C. **Water and Sewer Service Area Categories:** To confirm service area category, email the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division at** waterworks@montgomerycountymd.gov or visit https://www.montgomerycountymd.gov/DEP/water/clean-water-montgomery/watershed/watershed-planning.html

**Water: Is the Property connected to public water?** ☑ **Yes** ☐ **No.**
**If no, has it been approved for connection to public water?** ☐ **Yes** ☐ **No** ☐ **Do not know**
**If not connected, the source of potable water, if any, for the Property is:** _____

**Sewer: Is the Property connected to public sewer system?** ☑ **Yes** ☐ **No**
**If no, answer the following questions:**
**Has it been approved for connection to public sewer?** ☐ **Yes** ☐ **No** ☐ **Do not know-**
**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:** _____

**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)**

_____

**Recommendations and Pending Amendments (if known):**
**The applicable master plan contains the following recommendations regarding water and sewer service to the Property:**

_____

**The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property:** _____

**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.**

**Buyer acknowledges that, prior to signing the Contract, Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, Buyer should consult the County Planning Board, the Washington Suburban Sanitary Commission, the County Department of Environmental Protection, or any appropriate municipal planning or water and sewer body.**

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| **Buyer** | **Buyer** |

11. **ENERGY EFFICIENCY DISCLOSURE NOTICE: Pursuant to Montgomery County Code § 40-13B**, before signing a contract for the sale of a single-family attached or detached residential building, including condominiums, Seller must provide Buyer with the following:

A. material approved by the Department that gives information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following website for this information: https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf;

B. copies of the electric, gas, and home heating oil bills or cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months. If the seller did not occupy the single-family home for the entire prior 12 months, the seller must provide the buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

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**Has Property been owner-occupied for any part of the immediate prior 12 months?** ☐ **Yes** ☑ **No**
If **yes,** Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for Property for the period of time that Property was owner-occupied. **Seller may use GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

12. **SPECIAL PROTECTION AREAS ("SPA"): Pursuant to Montgomery County Code § 40-12**, if any real property is located in an area designated as a Special Protection Area, Seller must disclose that fact to each Buyer before Buyer signs a contract for sale. Refer to montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ for explanations of the "SPA" legislation and a map detailing protected areas. To determine if Property is located within the boundaries of a "SPA," visit https://mcatlas.org/ ,type in the address, then select Special Protection Areas from the menu along the left side of the screen to turn on that GIS layer.

**A. 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.**

**B. Pursuant to Montgomery County Code of Regulations 19.67.01.02, a Special Protection Area ("SPA") means a geographic area where:**

**i. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;**

**ii. 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:**

**a. a land use plan;**
**b. the Comprehensive Water Supply and Sewer System Plan;**
**c. a watershed plan; or**
**d. a resolution adopted after at least fifteen (15) days' notice and a public hearing.**

**Buyer acknowledges that Seller has disclosed to 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).**

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| **Buyer** | **Buyer** |

13. **NOTICE CONCERNING AGRICULTURAL RESERVE DISCLOSURE: Pursuant to Montgomery County Code §40-12B**, if Property is located in, adjoins or confronts an area that is zoned agricultural, as defined in Section 59-C-9.1, Seller must disclose to Buyer before Buyer signs contract that existing County and State law is intended to discourage owners of real property adjacent to agricultural zoned from filing certain lawsuits against an owner or operator of an agricultural use in those areas. For additional information: https://www.montgomerycountymd.gov/office-agriculture/ag-reserve.

**Is the Property subject to the Agricultural Reserve Disclosure Notice requirements?** ☐ **Yes** ☑ **No.** If yes, **Agricultural Reserve ("AR") Zone Disclosure Notice is hereby provided and shall be incorporated into Contract.**

14. **FOREST CONSERVATION LAWS:**

A. **Forest Conservation Law: Pursuant to Montgomery County Code Chapter 22A**, Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on Property is subject to the requirements of the Forest Conservation Law. In order to assure compliance with the law, 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 Property. Further, Seller represents and warrants that no activities have been undertaken on Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

B. **Forest Conservation Easements:** Seller represents and warrants that 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 Property under Forest Conservation Law requirements. If Property is encumbered by any such easement or plan, a copy of the plat or recorded document ☐ **is** ☐ **is not** attached.

15. **NOTICE CONCERNING CONSERVATION EASEMENTS: Pursuant to Maryland Code, Real Property Article §10-705**, sellers of property encumbered by one or more conservation easements shall provide certain disclosures to potential buyers on or before entering into a contract for sale. Is Property subject to a Conservation Easement? ☐ **Yes** ☑ **No** If yes, **GCAAR Conservation Easement Addendum is hereby provided**. For more information on Conservation Easements, see: https://dnr.maryland.gov/met/pages/land_conservation.aspx.

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16. **HISTORIC PRESERVATION: Pursuant to Montgomery County Code § 40-12A**, if any real property:
    A. has been designated as a historic site in the master plan for historic preservation;
    B. is located in an area designated as a historic district in that plan; or
    C. is listed as a historic resource on the County locational atlas of historic sites, seller must disclose that fact to each prospective buyer before buyer signs a contract for sale.

Property status may be checked with the **Montgomery County Historic Preservation Commission** at (301-563-3400) or visit http://www.montgomeryplanning.org/historic/index.shtm, 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.

**Has the Property been designated as an historic site in the master plan for historic preservation?** ☐ **Yes** ☑ **No**
**Is the Property located in an area designated as an historic district in that plan?** ☐ **Yes** ☑ **No**
**Is the Property listed as an historic resource on the County location atlas of historic sites?** ☐ **Yes** ☑ **No**
**Seller has provided the information required by Montgomery County Code Sec 40-12A, and Buyer understands that special restrictions on land uses and physical changes may apply to Property and Buyer may obtain more information about these restrictions from the staff of the County Historic Preservation Commission.**

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| **Buyer** | **Buyer** |

17. **PROPERTY TAXES: Pursuant to Montgomery County Code § 40-12C,** Seller must disclose the estimated full-year property tax and non-tax fees or charges ("Estimated Property Tax") that a buyer would be obligated to pay in the next full tax year after the property is transferred.

    A. **Current Tax Bill: SELLER MUST ATTACH 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 https://apps.montgomerycountymd.gov/realpropertytax/.

    B. **Estimated Property Tax and Non-Tax Charges: SELLER MUST ATTACH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE NEXT FULL FISCAL YEAR OF OWNERSHIP.** Information relative to this estimate, including how it was calculated and its significance to Buyer, may be obtained at www.montgomerycountymd.gov/estimatedtax.

18. **TAX BENEFIT PROGRAMS:** Property may currently be under a tax benefit program that has deferred or recapture taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program.

    A. **Forest Conservation and Management Program:** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement ("FCMA") may be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐ **Yes** ☒ **No**. If yes, Parties shall specify whether Buyer or Seller is responsible to pay such taxes in Part II, Paragraph 2 of this Disclosure/Addendum.

    B. **Agricultural Programs:**
        i. **Pursuant to Maryland Code, Tax-Property Article § 13-301 et seq.**, Buyer is hereby notified that a property assessed for agricultural use may be subject to a State of Maryland agricultural transfer tax.
        ii. Is Property subject to State agricultural transfer taxes? ☐ **Yes** ☑ **No** If yes, Parties shall specify whether Buyer or Seller is responsible to pay such taxes in Part II, Paragraph 2 of this Disclosure/Addendum. Confirm if applicable to this Property at https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx.
        iii. **Pursuant to Montgomery County Code §§ 40-12B and 52-30,** Buyer is hereby notified that a property assessed for agricultural use may be subject to a Montgomery County agricultural transfer tax.
        iv. Is Property subject to Montgomery County agricultural transfer taxes? ☐ **Yes** ☑ **No** If yes, **pursuant to Montgomery County Code § 52-30(b)(1)**, Seller shall be responsible to pay such taxes in Part II, Paragraph 2 of this Disclosure/Addendum. Confirm if applicable to this Property at: https://www.montgomerycountymd.gov/office-agriculture/faq

    C. **Homestead Property Tax Credit:** Is Seller receiving the MD Homestead credit? ☐ **Yes** ☑ **No**
    D. **Homeowner's Property Tax Credit:** Is Seller receiving the MD Homeowners Tax Credit? ☐ **Yes** ☑ **No**
    E. **Other Tax Benefit Programs:** Does Seller have reduced property taxes from any other government program? ☐ **Yes** ☑ **No**. If yes, explain: _____

19. **MONTGOMERY COUNTY MUNICIPALITIES AND SPECIAL TAXING DISTRICTS:** This Property may be located in a municipality, town, city or district that has its own disclosure, building and other requirements. Parties are advised to determine which municipality, town, city or district Property is located and contact the appropriate authority. Further information may be obtained by contacting staff and websites of appropriate municipalities: https://www.montgomerycountymd.gov/DPS/municipalities.html.

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| ☐ Property is located in the City of Takoma Park. | **Form – City of Takoma Park, Maryland Disclosures (1357)** must be attached. |
| ☐ Property is located in Town of Garrett Park. | **Form – Town of Garrett Park Disclosure (GDP)** must be attached. |
| ☐ Property is located in Town of Chevy Chase. | **Form – Town of Chevy Chase, Maryland Disclosures (TCCD)** must be attached. |
| ☐ Property is located in Town of Somerset. | **Form – Town of Somerset, Maryland Disclosures (TSD)** must be attached. |

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20. **DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT: Pursuant to Montgomery County Code § 14-17**, Seller of real property located in an existing or proposed Developmental District must disclose to any buyer during the life of any Development District: 1) the amount of any special assessment, special tax, fee, or charge the buyer must pay; or 2) if that amount cannot readily be determined, a method of calculating the amount in sufficient detail to enable a buyer to estimate the maximum amount the buyer will pay currently and during the life of the district. If this information is not provided, a real estate contract is voidable at the option of the buyer before the date of settlement and the buyer may also claim damages. 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, including maps of existing and proposed Development Districts, can be viewed at https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607.

**Seller shall choose one of the following:**

☐ **Property is located in an EXISTING Development District:** Each year the buyer of this property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this property amounts to or will not exceed $_____each year. As of _____ (date of each scheduled or expected increase), the assessment or tax is scheduled to increase to $_____. For further information on this assessment or tax, the buyer can contact the County Department of Finance at 240-777-8860 or montgomerycountymd.gov/finance.

**OR**

☐ **Property is located in a PROPOSED Development District:** Each year the buyer of this property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this property amounts to or will not exceed $_____each year. As of _____ (date of each scheduled or expected increase), the assessment or tax is scheduled to increase to $_____. If unknown, the estimated maximum special assessment or special tax is $_____ each year For further information on this assessment or tax, the buyer can contact the County Department of Finance at 240-777-8860 or montgomerycountymd.gov/finance.

**OR**

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

21. **MARYLAND NON-RESIDENT SELLER:** Except as otherwise provided, **Maryland Code, Tax-General Article §10-912** requires that if the Property is not Seller's principal residence, and Seller is a nonresident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a portion of Seller proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability.
    A. Is Seller a Maryland Resident or Resident Entity? ☑ **Yes** ☐ **No (If "No", continue to B)**
    B. Is Property Seller's principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) AND is currently recorded as such with the State Department of Assessments and Taxation? ☐ **Yes** ☑ **No** For more information see www.marylandtaxes.com.

22. **CONDOMINIUM/COOPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property ☐ **is OR** ☑ **is not** subject to a condominium, cooperative or homeowners association. If applicable, the following required addendum is attached:
    ☐ Condominium Seller Disclosure / Resale Addendum for Maryland
    ☐ Cooperative Seller Disclosure / Resale Addendum for Maryland and District of Columbia
    ☐ HOA Seller Disclosure / Resale Addendum for Maryland
    ☐ Civic Association or Other Association WITHOUT mandatory dues (no addendum required)
    Name of Civic Association or Other Association WITHOUT mandatory dues: _____

23. **RECORDED SUBDIVISION PLAT: Pursuant to Montgomery County Code § 40-2,** a buyer shall be provided, prior to entering into a contract, an entire copy of the single recorded plat of subdivision on the subject property. Plats are available online at: www.plats.net or www.mcatlas.org and also at the M-NCPPC or at the Judicial Center, Room 2120, 50 Maryland Avenue, Rockville, MD (240-777-9477). **Seller shall be subject to penalties for failure to provide recorded subdivision plat, if one exists.**

**Seller** shall check **either A, B or C** below. If **A** or **B** is selected, **Buyer** must acknowledge by initialing as appropriate.

☐ A. **Unimproved Lot and New Construction:** If 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.**
Buyer Initials

**OR**

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☑ B. **Improved Lot/Recorded Subdivision Plat:** If Property is not an unimproved lot or a newly constructed house and a subdivision plat has been recorded, the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **NOTE: This is for resale properties only.**

Buyer Initials

**1. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

**OR**

Buyer Initials

**2. 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.**

**OR**

☐ C. **Parcels With No Recorded Subdivision Plat:** For improved and unimproved resale properties only (i.e. properties that are not newly constructed), Buyer hereby acknowledges that there is no recorded subdivision plat. **This Paragraph shall not be checked if a recorded subdivision plat exists for the improved resale property.**

**24. MASTER PLAN DISCLOSURES:** A or B required; use A unless Property is in the City of Rockville corporate limits. To determine if Property is within Rockville corporate limits, check**:** https://maps.rockvillemd.gov/forms/pio/VoterResidency.html

A. **Montgomery County**

**Pursuant to Montgomery County Code § 40-10, Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. To view the Montgomery County Planning website: https://montgomeryplanning.org/planning/ By signing this Addendum, Buyer acknowledges the following:**

1. **Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;**
2. **Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;**
3. **Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and**
4. **Buyer understands that to stay informed of future changes in County and municipal land use plans, Buyer should consult the Planning Board and the appropriate municipal planning body.**

**Buyer** **Buyer**

**-OR-**

B. **City of Rockville**

**Buyer acknowledges that Buyer has been afforded, as required by Rockville City Code §7-31, the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate Broker/Licensee has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the Broker/Licensee explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the Broker/Licensee(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that Buyer has been afforded an opportunity to review the plan.**

**Buyer** **Buyer**

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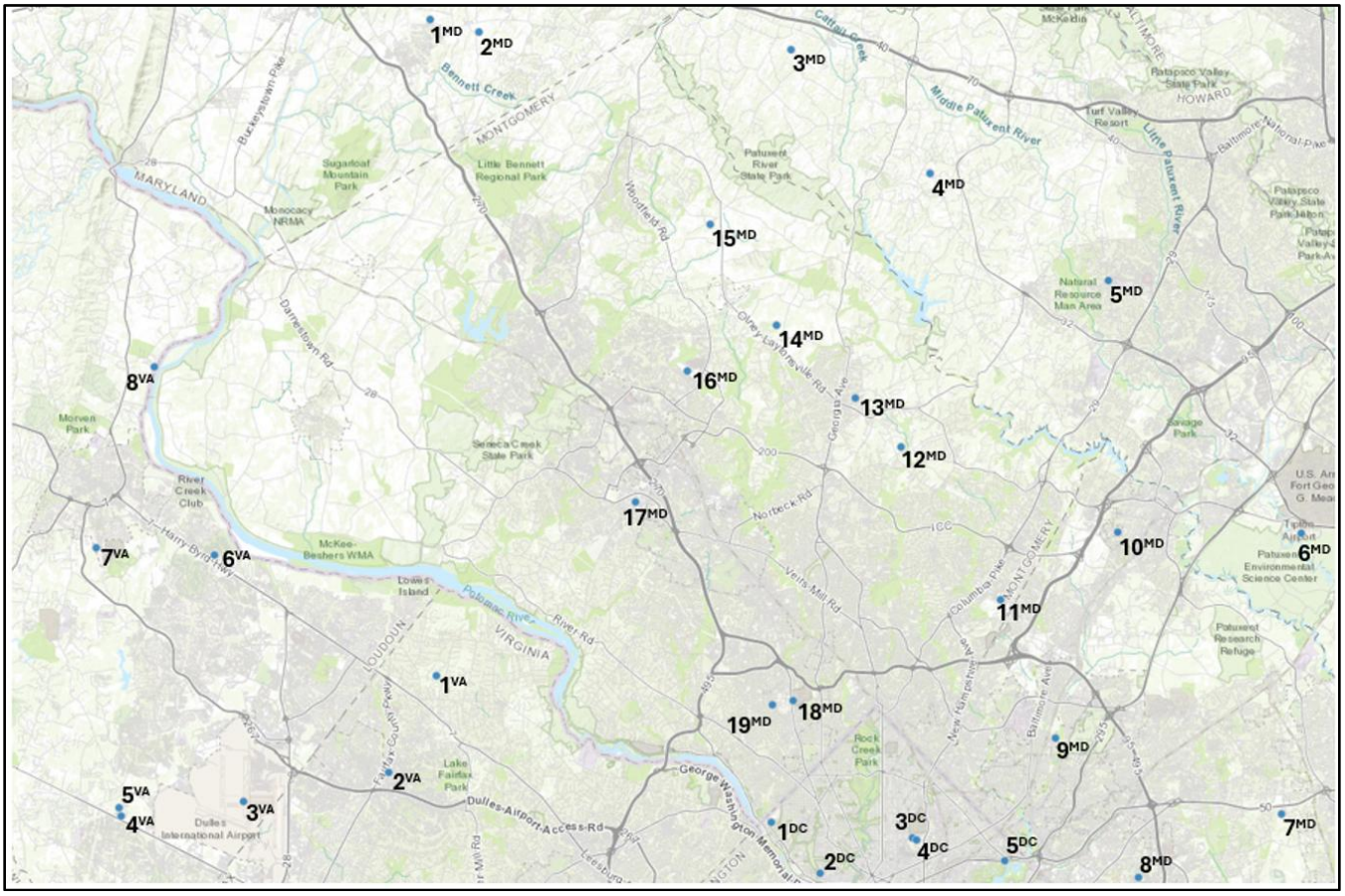
25. **AIRPORTS AND HELIPORTS: Pursuant to Montgomery County Code § 40-11**, Seller or Seller agent shall disclose to Buyer the location of any airport or heliport that may be within a five-mile radius of Property. The following is a list of airports and heliports that include those in Montgomery County and the surrounding area. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of September 8, 2026. 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: https://geodata.bts.gov/datasets/usdot::aviation-facilities/about




**Maryland**:
1. Burnhan's Memorial Airport
2. Stolcrest Airport
3. Barnes Airport
4. Glenair Airport
5. Howard County General Hospital
6. Fort Meade Executive Airport
7. Freeway Airport
8. FedEx Field
9. College Park Airport
10. Laurel Medical Center
11. White Oak Medical Center
12. Montgomery County Police Department - Norwood
13. Medstar Montgomery Medical Center
14.Federal Support Center
15. Davis Airport
16. Montgomery County Airpark
17. Shady Grove Adventist Hospital
18. Walter Reed National Medical Center
19. Suburban Hospital

**District of Columbia:**
1. Sibley Memorial Hospital
2. Medstar Georgetown University Hospital
3. Medstar Washington Hospital Center
4. Children's National Hospital
5. Falcon Flight Station

**Virginia:**
1. Crippen's
2. Reston Hospital Center
3. Washinton Dulles International Airport
4. StoneSprings Hospital Center
5. Glascock Heliport
6. Inova Loudon Hospital Center
7. Leesburg Executive Airport
8. Longview Heliport

26. **SCHOOL BOUNDARY NOTICE: Pursuant to Maryland Code, Real Property Article, §10-712**, Buyer is hereby notified that school boundaries designated for this Property may be subject to change. The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools ("MCPS") system. Buyer is advised to verify current school assignments with MCPS.

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27. **TENANCY:** Seller represents that Property ☐ **was OR** ☑ **was not** subject to an existing residential lease or tenancy prior to being offered for sale to the public. If applicable, the required Tenancy Addendum for Montgomery County, Maryland shall be incorporated into the Contract.

28. **GROUND RENT:** Seller represents that Property ☐ **is OR** ☑ **is not** subject to Ground Rent. If applicable, MR Property Subject to Ground Rent Addendum shall be incorporated into Contract.

29. **MODERATELY-PRICED DWELLING UNIT:** Seller represents that Property ☐ **is OR** ☑ **is not** part of the Moderately-Priced Dwelling Unit Program in Montgomery County (**Montgomery County Code §25-A**), the City of Rockville (**Rockville City Code §13.5-8**), or the City of Gaithersburg (**Gaithersburg Code of Ordinances Chapter 24**). If applicable, Seller shall indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, Parties should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property:

    Montgomery County: https://www.montgomerycountymd.gov/DHCA/MPDU/index.html
    Rockville: https://www.rockvillemd.gov/services/moderately-priced-dwelling-unit-homeownership-program/
    Gaithersburg:https://www.gaithersburgmd.gov/services/housing-services/moderately-priced-dwelling-unit-program

30. **PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE RESCISSION OF CONTRACT: Pursuant to Maryland Code, Real Property Article §§ 7-310 et seq**., the homeowner of a residence on which any mortgage is at least 60 days in default may rescind this Contract within 5 days of: a) Contract ratification; OR b) the date on which Parties sign the "Statement About Tenancy" form (1364) if this Contract includes a provision allowing Seller to occupy Property after Settlement, whichever is later. Any provision or other agreement that attempts or purports to waive the homeowners' rights under **§ §** 7-310 et seq. are void. **Seller represents that as of the Date of Ratification, no mortgage on the Property is 60 days or more in default. Seller shall immediately notify Buyer in writing if such a default occurs.**

By signing below, Seller acknowledges carefully examining this form, and that the information is complete, accurate, and current to the best of their knowledge at the time of entering into a contract.

| Douglas Monsein dotloop verified 11/02/26 12:37 PM EST HIRU-SHHB-NVGA-DMGD | | | |
|---|---|---|---|
| Seller | Date | Seller | Date |

Buyer acknowledges that Seller has disclosed to Buyer the information contained in Part I – Seller Disclosure before Buyer executed a contract for the above-referenced Property.

| | | | |
|---|---|---|---|
| Buyer | Date | Buyer | Date |

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## PART II - RESALE ADDENDUM:

The Contract of Sale dated _____ between Seller _____

and Buyer _____

is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in this Contract.

**1. TRANSFER AND RECORDATION TAXES: (Select either A or B):**

☐ A. **Buyer is NOT a First-Time Maryland Homebuyer**. Buyer is NOT a First-Time Maryland Homebuyer. **Maryland Code, Real Property Article § 14-104(b)** provides that, unless otherwise negotiated in the Contract or provided by state or local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:** _____

☐ B. **Buyer is a First-Time Maryland Homebuyer**.

1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
(a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; **AND**
(b) The Property will be occupied as a principal residence; **OR**
(c) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property **AND** the Co-Maker or Guarantor will NOT occupy the Property as a principal residence.

2) If Buyer is a First-Time Maryland Homebuyer, then:
(a) Under **Maryland Code, Tax Property Article § 13-203(b)**, the amount of State Transfer Tax due on the sale of the Property is reduced from .50% to .25% and shall be paid by the Seller; **AND**
(b) Under **Maryland Code, Tax Property Article § 14-104(c),** the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise.

Buyer and Seller hereby expressly agree that payment of all recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided below in this subparagraph is completed specifying a different express agreement. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, AND LOCAL (COUNTY) TRANSFER TAX, SHALL BE PAID AS FOLLOWS:** _____

**Any reduction in the State Recordation Tax resulting from the Buyer's intended use of the Property as a Principal Residence shall have the same allocation between the parties as provided above.** (Note: In the event Buyer is a First-Time Maryland Homebuyer and elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

**2. TAX BENEFIT PROGRAMS**:

A. **Forest Conservation and Management Program ("FC&MP")** If Property is under a Maryland Forest Conservation Management Agreement ("FCMA") Property may be subject to transfer fees and/or recapture/deferred taxes due upon transfer. If such transfer fees and/or taxes assessed are due, they shall be paid by ☐ **Buyer or** ☐ **Seller.**

B. **Agricultural Programs**

1) If Property is assessed for agricultural use, it may be subject to a State of Maryland agricultural transfer tax as imposed by **Maryland Code, Tax Property Article § 13-301 et seq.** If so, tax shall be paid at Settlement by
☐ **Buyer or** ☐ **Seller or** ☐ **Other** _____

2) If Property is subject to State of Maryland agricultural transfer tax and neither Buyer nor Seller is selected to pay said fees and/or taxes then Buyer shall be responsible for all fees and taxes

3) If Property is assessed for agricultural use it may be subject to a **Montgomery County agricultural transfer tax as imposed by § 52-30(b)(1)**. If so, tax shall be paid at Settlement by Seller**.**

**3. DEPOSIT:** Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until Parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Maryland Code, Business Occupations and Professions Article §17-502(b)(1). If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to Buyer. Escrow Agent may charge a fee for establishing an interest-bearing account. Parties instruct Escrow Agent to place all deposit monies in: **(Check One):**
☐ **a non interest-bearing account OR** ☐ an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

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**If Deposit will not be held by a Maryland licensed real estate broker, Parties shall execute a separate written Escrow Agreement that complies with Maryland Code, Real Property Article §10-802** (refer to Escrow Agreement Between Buyer, Seller, and Non-Broker Escrow Agent).

4. **RELEASE OF DEPOSIT:** In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Maryland Code, Business Occupations and Professions Article §17-505(b). If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

5. **HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: Pursuant to Maryland Code, Real Property Article §14-117(n)**, if you plan to live in this home as your principal residence, you may qualify for the homestead property tax credit. The homestead property tax credit may reduce the amount of property taxes you owe. Required document may be found at: https://dat.maryland.gov/sdat%20forms/homestead_application.pdf For additional information or to apply online, please visit: https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx.

6. **HOMEOWNER'S PROPERTY TAX CREDIT NOTICE TO BUYER: Pursuant to Maryland Code, Tax-Property Article §9-104**, if you plan to actually reside in the Property and are a disabled veteran or meet certain income guidelines, you may qualify for the homeowner's property tax credit. For additional information or to apply online, please visit: https://dat.maryland.gov/realproperty/pages/homeowners'-property-tax-credit-program.aspx.

7. **PROPERTY TAX NOTICE 60 DAY APPEAL:** If any real property is transferred to a new owner between January 1 and June 30, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer (Settlement Date). Further information about the Assessment Appeal Process can be found at: https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx.

8. **NOTICES TO BUYER:**
   A. Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in Maryland Code, Business Occupations and Professions Article § 17-607. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.
   B. Buyer is advised that if all or a portion of Property is wetlands, approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for Property. Additionally, future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.
   C. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Maryland Code, Business Occupations and Professions Article § 17-404 in an amount not exceeding $50,000 for any claim.
   D. Notice to Buyer concerning the Chesapeake and Atlantic Coastal Bays Critical Area: As required by Maryland Code, Real Property Article §14-117(d), Buyer is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of State or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "critical area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Property is located within the critical area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington counties do not include land located in the critical area.

| | | | |
|---|---|---|---|
| Seller *(sign only after Buyer)* | Date | Buyer | Date |
| Seller *(sign only after Buyer)* | Date | Buyer | Date |

**If using Maryland REALTORS® Residential Contract of Sale, complete Part I and Part II above and the GCAAR form Montgomery County Jurisdictional Addendum to Maryland REALTORS® Residential Contract of Sale must also be attached.**

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STATE OF MARYLAND REAL ESTATE COMMISSION

# Understanding Whom Real Estate Agents Represent

# THIS NOTICE IS NOT A CONTRACT

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

## Agents Who Represent the Seller

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

**Subagent:** A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has a brokerage relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-brokerage relationship 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 brokerage 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.

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**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 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) 230-6230.

---

We, the ☑ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure

and that RLAH RE LLC (firm name)

and Jeremy Lichtenstein (salesperson) are working as:

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

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

Douglas Monsein dotloop verified 05/20/25 11:42 AM EDT 6ICW-7FQQ-NPKS-ALLL

Signature (Date) Signature (Date)

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

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

Name of Individual to whom disclosure made Name of Individual to whom disclosure made

Agent's Signature (Date)

**Rev. 10/1/2019**

dotloop signature verification: dtlp.us/rqfi-2jXx-JS7d

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

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

## Your Choices Concerning Dual Agency

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

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

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## 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

RLAH RE LLC act as a Dual Agent for me as the
(Firm Name)

☑ **Seller** in the sale of the property at:

6217 Plainview Road, Bethesda, MD 20817

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

| Signature | Date | Signature | Date |
|---|---|---|---|
| Douglas Monsein dotloop verified 05/20/25 11:42 AM EDT V2WQ-WQKI-XJCW-C30L | | | |

## AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

6217 Plainview Road, Bethesda, MD 20817
Property Address

| Signature | Date | Signature | Date |
|---|---|---|---|
| | | | |

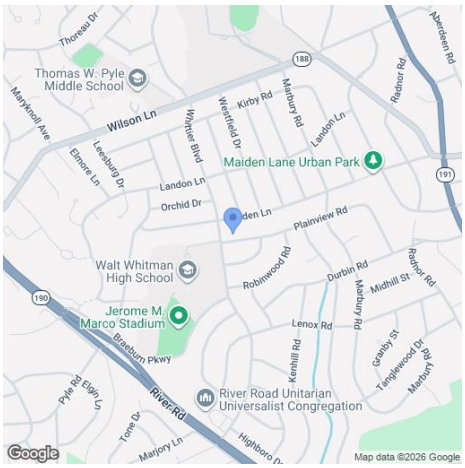
- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

| Signature | Date | Signature | Date |
|---|---|---|---|
| | | | |

# Client 360

**6217 Plainview Rd, Bethesda, MD 20817-6158 Unincorporated Tax ID 160700619596**






## Summary Information

| | | | |
|---|---|---|---|
| Owner: | Douglas Construction Group Llc | Property Class: | Residential |
| Owner Address: | 8429 Fox Run | Annual Tax: | $14,006 |
| Owner City State: | Potomac Md | Record Date: | 05/09/25 |
| Owner Zip+4: | 20854-2502 | Sale Amount: | $1,290,000 |
| Owner Carrier Rt: | C077 | Book: | 69158 |
| | | Page: | 430 |
| | | Tax Record Updated: | 02/20/26 |

## Geographic Information

| | | | |
|---|---|---|---|
| County: | Montgomery, MD | Lot: | 15 |
| Municipality: | Unincorporated | Qual Code: | Average |
| High Sch Dist: | Montgomery County Public Schools | Sub District: | 0 |
| Tax ID: | 160700619596 | Legal Subdivision: | KENWOOD PARK |
| Tax Map: | GN62 | | |
| Tax ID Alt: | 0700619596 | | |
| Block: | 17 | | |
| Tax Act Num: | 00619596 | | |
| City Council Dist: | 07 | | |

## Assessment & Tax Information

| | | | | | |
|---|---|---|---|---|---|
| Tax Year: | 2026 | Annual Tax (Est): | $14,006 | Taxable Total Asmt: | $1,155,333 |
| County Tax (Est): | $13,188 | Taxable Land Asmt: | $777,600 | Special Tax: | $147 |
| Asmt As Of: | 2026 | Taxable Bldg Asmt: | $387,500 | Refuse Fee: | $671 |
| | | State/County Tax: | $13,188 | | |
| | | | | Class Code: | 38 |

## Lot Characteristics

| | | | |
|---|---|---|---|
| SQFT: | 11,050 | Zoning: | R90 |
| Acres: | 0.2540 | Zoning Desc: | Residential, One-Family |

## Building Characteristics

| | | | | | |
|---|---|---|---|---|---|
| Total SQFT: | 4,103 | Full Baths: | 2 | Basement Type: | Yes (Type Unknown) |
| Residential Type: | Standard Unit | Total Baths: | 3.0 | Garage Type: | Attached |
| Residential Design: | 1 Story | Exterior: | Brick | Sewer: | Public |
| Stories: | 2.00 | Stories Desc: | 2 | Year Built: | 1964 |
| Total Units: | 1 | Basement Desc: | Finished | Total Below Grade SQFT: | 1,176 |
| Abv Grd Fin SQFT: | 2,927 | Roof: | Shingle - Composite | Total Garage SQFT: | 325 |
| Below Grade Fin SQFT: | 700 | Fireplace: | Yes | | |
| Below Grade Unfin SQFT: | 476 | Fireplace Type: | 1 Story Frame | | |
| Model: | Standard Unit | Porch/Deck SQFT: | 75 | | |
| Part Baths: | 2 | Att Grg SQFT: | 325 | | |
| Fireplace Total: | 1 | Heat Delivery: | Hot/Warm Air | | |
| Porch/Deck: | Porch | Property Class Code: | R | | |
| Porch Type: | 1 Story Open | | | | |
| Garage Const: | Brick | | | | |
| Cooling: | Combined System | | | | |
| Bldg Condition: | Average | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Sec 1 Construction: | | Sec 1 Area: | 351 | Sec 1 Story Type: | 1 |
| Sec 1 Description: | 1 Story No Basement | Sec 1 Dimensions: | | Sec 1 Type: | |
| Sec 2 Construction: | | Sec 2 Area: | 75 | Sec 2 Story Type: | 1 |
| Sec 2 Description: | 1 Story Open Porch | Sec 2 Dimensions: | | Sec 2 Type: | |
| Sec 3 Construction: | | Sec 3 Area: | 45 | Sec 3 Story Type: | 1 |
| Sec 3 Description: | 1 Story No Basement | Sec 3 Dimensions: | | Sec 3 Type: | |
| Sec 4 Construction: | | Sec 4 Area: | 75 | Sec 4 Story Type: | 1 |
| Sec 4 Description: | 1 Story No Basement | Sec 4 Dimensions: | | Sec 4 Type: | |
| Sec 5 Construction: | | Sec 5 Area: | 1176 | Sec 5 Story Type: | 2B |
| Sec 5 Description: | 2 Story with Basement | Sec 5 Dimensions: | | Sec 5 Type: | |

**Codes & Descriptions**

| | | | |
|---|---|---|---|
| Land Use: | R Residential | | |
| County Legal Desc: | KENWOOD PARK | | |
| | | Use Type: | 2 Story With Basement |

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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| | A | B |
|---|---|---|
| 1 | WORKSHEET FOR PROPERTY TAX CALCULATIONS | |
| 2 | 6217 Plainview Road | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | IMPORTANT NOTE TO USERS: Start entering numbers in the first shaded box below | |
| 7 | (the phase-in value). Enter numbers in shaded area only. The spreadsheet will do the calculations. | |
| 8 | | |
| 9 | PIV = phase in value | |
| 10 | SDAT = State (Maryland) Department of Assessments and Taxation | |
| 11 | | |
| 12 | | |
| 13 | Assume new owner buys home in FY2026. | |
| 14 | How much would the bill be in FY2026 for taxes and non-tax charges? | |
| 15 | Assume FY25 tax rates, FY25 amounts for other charges, and no credits. | |
| 16 | | |
| 17 | THE FY2025 BILL FOR TAXES AND NON-TAX CHARGES IS ESTIMATED AS FOLLOWS: | |
| 18 | FY2026 phase-in value if available, otherwise use the FY2025 PIV, from SDAT | 2,949,000 |
| 19 | **If you use the FY2025 PIV, you must update this calculation in January 2026, as soon as SDAT** | |
| 20 | **specifies the FY2026 PIV.** | |
| 21 | | |
| 22 | FY2025 tax rates, from County tax bill: | |
| 23 | State property tax rate | 0.112 |
| 24 | County property tax rate | 1.040 |
| 25 | Municipal tax rate, if any | |
| 26 | Total tax rate | 1.152 |
| 27 | | |
| 28 | FY2026 total tax = PIV times Total tax rate divided by 100 | 33,975 |
| 29 | Plus non-tax charges if any, from FY2025 tax bill: | |
| 30 | Solid waste | 692 |
| 31 | Bay Restoration Fund | |
| 32 | Water Quality Protection Fund | 158 |
| 33 | WSSC Connection Fee | 1,206 |
| 34 | WSSC Front Foot Benefit | |
| 35 | Rockville Refuse Charge | |
| 36 | Other - Rockville Storm Water Mgmt Fee | |
| 37 | **FY2026 estimated bill for taxes and non-tax charges** | **36,031** |
| 38 | | |
| 39 | **You must update this calculation every July 1, because the tax rates and PIV may change,** | |
| 40 | **and probably will.** | |

**Montgomery County**

**District: 07** **Account Number: 00619596**

New Search (https://sdat.dat.maryland.gov/RealProperty)




The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at **www.plats.net (http://www.plats.net)**.

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at **http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx (http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx)**.

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Email: reports@envirolabs-inc.com
www.envirolabs-inc.com

# Indoor Air Radon Test Report

Client: Douglas Construction
Report Date: 9/8/2026

Test Site: 6217 Plainview Road
Bethesda, MD 20817

Test Location: Basement Family Room

Start Date and Time: 9/4/2026 1:50:00 PM
End Date and Time: 9/8/2026 10:40:00 AM
Exposure Time: 92.83

Test ID: 85670
Tester ID: 109197 RMP
Test Device: Electret Ion Chamber

Test Results:

| Device ID | Radon Level (pCi/L) |
|---|---|
| SIL336<br>SN7560 | 1.4<br>1.0 |
| Average Radon Concentration | 1.2 |

☐ **The average radon level measured was <u>below</u> the EPA Action Level of 4.0 pCi/L.**

The USEPA recommends taking corrective measures to reduce radon exposure at levels at or above 4.0 pCi/L.

Radon levels may change from room to room, day to day and season to season.

<u>Additional Comments or Observations Regarding Test Conditions</u>:

Operating Mitigation System Observed.
End of Comments

This test has been performed in accordance with ANSI/AARST standards following protocols developed by the US EPA. Testing procedures include the requirement to maintain "Closed Building Conditions" Occupants have been notified and their cooperation requested. Compliance with these conditions or tampering with the test has a direct effect on the results of the screening test and is beyond the control of Envirolabs. While certain procedures, precautions and quality controls have been taken to ensure these and other conditions for the test have been met, Envirolabs cannot guarantee the absence of circumstances beyond its control which may affect the outcome of the test.

The radon concentrations provided in this report were the result of a short-term screning test and are representative of levels measured during the test period only. Radon levels may change from room to room, day to day and season to season. A long-term radon test is more likely to give results closer to the long-term average.

Results should be interpreted with the understanding that:

- they are representative of the levels detected during the test period only.
- radon concentrations within a house may vary from area to area within the house.
- results are affected by weather including rainfall and barometric pressure changes.

Remediation of houses should be conducted by a qualified remediation contractor. It remains the responsibility of the client to interpret the guidelines and determine the course of action, if any, to be taken. In no circumstance is Envirolabs responsible for the cost of remediation or follow-up testing.

For information about radon and testing visit epa.gov/radon or envirolabs-inc.com. Our staff is available to answer questions at reports@envirolabs-inc.com or 301-990-6010.

Envirolabs Incorporated
NRPP Analytical
Laboratory 101147AL

# DOUGLAS CONSTRUCTION GROUP, LLC
# CONSTRUCTION WARRANTY

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

Sample – original to be provided at settlement

Issued to (Buyer), of lot 15 Block 17, in the subdivision known as Kenwood Park, improved by premises known as:

6217 Plainview Road Avenue, 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 Buyer, subject to the conditions herein set forth, this Limited Warranty being in addition to any other rights and privileges which the Buyer may have under the warranties of the various manufacturers, equipment suppliers and subcontractors who have performed services in construction of the Dwelling and any rights under the Montgomery County New Home Warranty Law.

I. BUILDER HEREBY WARRANTS:

a. That it will correct any major defects which significantly affect the load-bearing 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 (5) years from the date of possession or transferor 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 Buyer. No action taken, or omission of the Builder to correct defects shall act to extend the Warranty Period beyond the initial term of five (5) 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 Buyer only and is not transferrable without the written consent of the Builder.

b. That Roof and roof flashing are to be free from leaks for the Warranty Period of One (1) 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 (2) Years. Failures

caused by negligence of the Buyer or his agents to keep foreign materials out of the systems are excluded from this Limited Warranty. Failure of the Buyer 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 (2) year Limited Warranty does not include the systems or its parts which become defective through faulty operation, maintenance or alteration by the Buyer or its agents, or by damages 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-degree Fahrenheit outside at 24 hours continuous operation. This two (2) year Limited Warranty does not include the systems or its parts which become defective through faulty operation, maintenance or alteration by the Buyer or its agents, or by damages 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 (1) Year except for improper operation, use, or alteration caused by the Buyer or his agents.

g. The basement against infiltration of free water due to penetration though walls or floor for the Warranty Period of One (1) 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. 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 (1) year review by Douglas Construction Group, LLC. and Homeowner.

That it assigns to the Buyer, without recourse, the manufacturer warranties for all-mechanical, electrical and other equipment and appliances furnished with the Dwelling. Buyer is solely responsible for pursuing its remedies under manufacturer warranties.

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 tile 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 Buyer 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 Buyer 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. Buyer understands and accepts inevitable variations.

IV. The provisions of this Limited Warranty shall not apply if there is any money owed by the Buyer 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 Buyer 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 Buyer is covered by other insurance, said Buyer 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 BUYER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR DELAY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE BUILDER'S 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 Buyer 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 Builder's 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. Buyer 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 disputes involving items which are '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 Buyer, 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.

XI. DCG will only come out once for the first-year warranty service items.

IN WITNESS WHEREOF, DOUGLAS CONSTRUCTION GROUP, LLC, has caused this Limited Warranty to be executed and the same has been accepted by the Buyer as evidenced by their signature hereto on the _____ day of _____, 2026. The effective date of this Limited Warranty will be the date of possession or transfer of record title, whichever occurs first.

_____
Douglas Construction Group, LLC Date

_____ _____
Buyer Date Buyer Date

NOTICE TO BUYER

Required by Montgomery County Office of Consumer Affairs

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

None.

I, the buyer, acknowledge that I have read and understand the above notice.

Buyer: _____ Co-Buyer: _____